



DATE April 27, 2012

TO Honorable Mayor and Members of the City Council

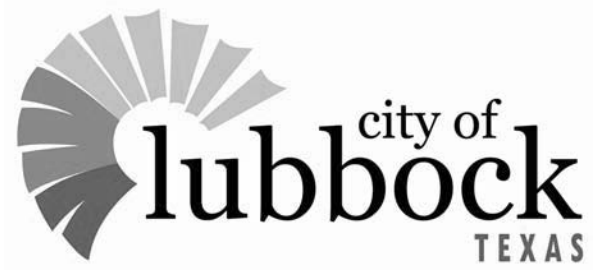
FROM Lee Ann Dumbauld, City Manager

SUBJECT Notice of Regular City Council Meeting

The Regular City Council meeting will convene at 7:30 a.m. on Thursday, May 3, 2012, in the Council Chambers at City Hall, 1625 13th Street, Lubbock, Texas.

The City Council will go into a closed Executive Session under Chapter 551 of the Texas Government Code to receive advice from legal counsel, to discuss matters of land acquisition, to discuss personnel matters, to discuss or take action on a “competitive matter” of the municipal electric utility as provided for under Section 551.086, or for other reasons permitted by law as specifically listed on this agenda. If necessary, the City Council may go into a closed session as permitted by law regarding any item on this agenda. The Regular City Council meeting will reconvene after the Executive Session.

To facilitate flow of the Council meeting and to provide accurate and timely response to Council concerns, please contact me or department heads in advance of the meeting if you have specific questions of facts on any of the items on the agenda. This will allow appropriate staff to research and respond and, if necessary, be present at the meeting.



City of Lubbock, Texas
Regular City Council Meeting
Thursday, May 3, 2012

Tom Martin, Mayor
Floyd Price, Mayor Pro Tem, District 2
Victor Hernandez, Councilman, District 1
Todd R. Klein, Councilman, District 3
Paul R. Beane, Councilman, District 4
Karen Gibson, Councilwoman, District 5
Jim Gilbreath, Councilman, 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 775-2025 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.
The City Council will recess at 11:30 a.m. and reconvene at 1:30 p.m.*

7:30 a.m. -- City Council Convenes in Council Chambers

1. **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.**

2. **Executive Session**
 2. 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.

 2. 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.
 2. 2. 1. Public Health

 2. 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.
 2. 3. 1. City Attorney

 2. 3. 2. City Manager

- 2.3. 3. City Secretary
- 2.4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
 - 2.4. 1. to discuss, vote, and take final action on customer billing and electric power pricing
 - 2.4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies
 - 2.4. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies

3. **Proclamations and Presentations**

- 3.1. Invocation by Pastor Doug Hale, Church of Christ Vandelia
- 3.2. Pledges of Allegiance
- 3.3. Presentation of special recognition commemorating May 25, 2012, as National Missing Children's Day
- 3.4. Proclamation of special recognition commenorating May 2012 as Asthma Awareness Month
- 3.5. Presentation of special recognition commemorating May 12, 2012 as National Association of Letter Carriers Food Drive Day

4. **Minutes**

- 4.1. April 10, 2012 Regular City Council Meeting
March 20, 2012 Special City Council Meeting (EUB)

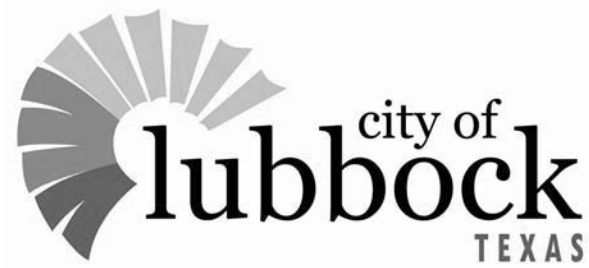
5. **Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**

- 5.1. Page 21 **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 15 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Click-It or Ticket Selective Traffic Enforcement Program (STEP).
- 5.2. Page 25 **Contract Resolution – Finance:** Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment of the Master Lease Agreement dated as of February 9, 2006, with Banc of America Public Capital Corp (BAPCC).
- 5.3. Page 32 **Contract Resolution – Finance:** Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment of the Master Lease Agreement dated as of February 9, 2006, with Banc of America Public Capital Corp (BAPCC).
- 5.4. Page 39 **Contract Resolution – Finance:** Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment of the Master Lease Agreement dated as of February 12, 2009, with Banc of America Public Capital Corp (BAPCC).

5. 5. Page 46 **Contract Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an agreement with ACC OP (Tract 6), LLC, to fund public improvements in Phase One, Project 92254D, of the North Overton Tax Increment Finance Reinvestment Zone (TIF) Project Plan.
5. 6. Page 66 **Ordinance 2nd Reading – Right-of-Way:** Ordinance 2012-O0018 Consider an ordinance abandoning and closing two LP&L underground utility easements, a portion of an underground utility easement, and an LP&L electrical transmission line manhole easement located in Fiesta Autoland Addition, 4801 South Loop 289.
5. 7. Page 74 **Ordinance 2nd Reading – Right-of-Way:** Ordinance 2012-O0035 Consider an ordinance abandoning and closing a 20-foot wide ingress-egress easement located in Section 2, Block J-S, Lubbock County, Texas, 6024 3rd Street.
5. 8. Page 78 **Ordinance 2nd Reading – Right-of-Way:** Ordinance 2012-O0036 Consider an ordinance abandoning and closing a drainage easement located out of tract 2-A-1, Niraj Investments, LLC, Addition, 903 65th Street.
5. 9. Page 83 **Ordinance 2nd Reading – Right-of-Way:** Ordinance 2012-O0037 Consider an ordinance abandoning and closing two right-of-way street stubs located on the south side of 96th Street in Section 27, Block AK, Lubbock County, Texas.
5. 10. Page 89 **Ordinance 2nd Reading – Right-of-Way:** Ordinance 2012-O0038 Consider an ordinance abandoning and closing a portion of 7th Street and the alley in Block 61, Overton Addition, and certain easements located in Lots 1-16, Block 4, Overton Park, 2124 7th Street.
5. 11. Page 96 **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Contract 10764 for with Parkhill, Smith & Cooper, Inc., for design services for the expansion of the Bailey County Well Field.
5. 12. Page 130 **Contract Resolution – Public Works Streets:** Consider a resolution authorizing the Mayor to execute Contract 10765, a lease agreement, with Bee Equipment Sales for lease of an asphalt paving machine.
5. 13. Page 138 **Contract Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute purchase order Contract 93000022 with Texas Highway Products, LTD, for advanced traffic controllers (ATCs), BID 12-10507-RH.
5. 14. Page 147 **Ordinance 2nd Reading – Planning:** Zone Case 3048-D: Ordinance 2012-O0041 (between Mac Davis Lane and Glenna Goodacre Boulevard between Avenue U and Avenue V): Consider request of McDougal Construction (for McCanton Woods) for a zoning change from R-1 (Single-Family District) Specific Use to A-3 (High-Rise Apartment District) Specific Use for a student apartment complex on 6.185 acres, including Lots 1-24, Block 61, Overton Addition; Lots 1-16, Block 4, Overton Park Addition; and a portion of the adjacent right-of-way.
5. 15. Page 159 **Ordinance 2nd Reading – Planning:** Zone Case 1647-E: Ordinance 2012-O0043 Consider request of Cedar Ridge Consulting (for Lubbock Wrecker) for zoning change from M-2 (Heavy Manufacturing District) to M-2 Specific Use for auto auction and salvage yard on 9.46 acres of unplatted land out of Block S, Sections 3 and 4, and the north portion of Tract A, Cover-All Addition (3215 Slaton Highway).

5. 16. Page 169 **Ordinance 2nd Reading – Planning:** Zone Case 1061-J: Ordinance 2012-O0044 Consider request of CMS Properties (for Equity Commercial Properties, Ltd.) to amend Ordinance 2011-O0055 to add automobile rentals as an approved restrictions to the current IHC (Interstate Highway Commercial District) with restrictions zoning on Tract D, Wal-Mart Addition (602 West Loop 289).
5. 17. Page 178 **Ordinance 2nd Reading – Planning:** Zone Case 3174 (north of East 66th Street and east of Martin Luther King Boulevard): Ordinance 2012-O0045 Consider request of Bionitrogen Corporation for a zoning change from M-2 (Heavy Manufacturing District) to M-2 Specific Use for a fertilizer production facility on 49.52 acres of unplatted land out of Block S, Section 2.
5. 18. Page 187 **Ordinance 2nd Reading – Planning:** Zone Case 3043-B (east of Quaker Avenue and south of 103rd Street): Ordinance 2012-O0046 Consider request of Hugo Reed and Associates, Inc., (for James Morgan, Ltd.) for a zoning change from R-1 (Single-Family District) Specific Use and R-2 (Two-Family District) to R-1 Specific Use for reduced setbacks and R-1 Specific Use for garden homes on 28.4 acres of unplatted land out of Block E-2, Section 17.
5. 19. Page 208 **Ordinance 2nd Reading - Planning:** Ordinance 2012-O0039 Consider an ordinance amending Chapter 38, Subdivisions, of the Code of Ordinances, providing for the amendment of such code; providing a savings clause; providing a penalty for the violation thereof; providing for publication; and providing an effective date.
5. 20. Page 258 **Ordinance 2nd Reading - Planning:** Ordinance 2012-O0038 Consider amending Ordinance 2011-00072 (South Overton Design and Development Regulations) regarding the requirement for a maximum of 20 percent floor space above the block face average with a recommendation to the City Council.
5. 21. Page 263 **Contract Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute Contract 33000224 with AT&T Mobility for wireless Internet access service for Public Safety, Public Works, and Lubbock Power & Light.
5. 22. Page 267 **Contract Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order Contract 33000235 with Dell Marketing, LP, for rugged laptops and mounting hardware for police vehicles.
5. 23. Page 272 **Contract Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute purchase order Contract 90500009 with Exerplay, Inc., for park playground structures.
5. 24. Page 283 **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order Contract 10005398 with LDV, Inc., for one fully equipped crime scenes investigation van.
5. 25. Page 309 **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order Contract 23101477 with J & B Trailers and Equipment for one-ton pickups and service bodies, BID 12-10606-CI.
6. **Regular Agenda**

6. 1. Page 319 **Ordinance 2nd Reading – Planning:** Zone Case 3152: Ordinance 2012-O0040 Consider the continued request of Gary McKinney (for Corey Haggard and Gary McKinney) for a zoning change from R-1 (Single-Family District) to R-1 Specific Use on a portion of Lots 1-13 and 34 less the Marsha Sharp Freeway, Block 6, Cain Terrace Addition (east of Toledo Avenue between Marsha Sharp Freeway and 22nd Place).
6. 2. Page 359 **Ordinance 2nd Reading – Planning:** Zone Case 3003-B: Ordinance 2012-O0042 (south of 98th Street and west of Justice Avenue): Consider request of Hugo Reed and Associates, Inc., (for Carl Mortensen) for zoning change from R-1 (Single-Family District) to GO (Garden Office District) on 2.6 acres of unplatted land out of Block AK, Section 21.
6. 3. Page 372 **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order Contract 23101476 with Sam Pack's Five Star Ford for one-ton pickups and service bodies, BID 12-10606-CI.
6. 4. Page 386 **Board Appointments - City Secretary:** Consider on appointment to the Libraries Board.



CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
April 10, 2012
7:30 A. M.

The City Council of the City of Lubbock, Texas met in regular session on the 10th day of April, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 7:30 a. m.

7:30 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Tom Martin; Mayor Pro Tem Floyd Price; Council Member Paul R. Beane; Council Member Karen Gibson; Council Member Jim Gilbreath; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *Citizen Comments (1.1); Sign-ups (1.2); Executive Session; 3.1-3.7; 4.1; 5.1; 5.1.2; 5.3-5.6; 5.8-5.14; 5.16-5.26; 5.2; 5.7; 5.15; 6.1; Executive Session; and 7.1.*

1. 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.

1. 1. Junior Gonzales will appear before the City Council to discuss Single-Family District Zoning.

Junior Gonzales appeared before Council to discuss a personal zoning matter.

1. 2. Sign-ups:

Lane Powell, Membership Chair of the Lubbock Betty Anderson Branch of American Association of University Women, appeared before Council to thank the Mayor, City Council, and City staff for recognizing the importance of Equal Pay for Women.

2. Executive Session

The meeting was called into a closed public session at 7:38 a.m. under the provisions of Section 552, Texas Government Code. The meeting was called back into open session at 9:12 a.m.

Council recessed into Executive Session again at 9:40 a.m. and reconvened in open session at 12:36 p.m.

2. 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.
2. 1. 1. Atmos Statement of Intent filed by Atmos Energy Corporation to Increase Gas Utility Rates within the Incorporated Areas Served by the Atmos Energy Corporation, West Texas Division and Atmos Shared Services Depreciation filing with the Railroad Commission, Docket No. GUD 10147.
2. 1. 2. Case No. 71 193 Y 00084 08 HealthSmart Holdings, Inc., Formerly The Parker Group, ICON Benefit Administrators II, L.P., HealthSmart Preferred Care II, L.P., and HealthSmart Benefit Solutions, Inc., Formerly American Administrative Group, Inc., v. City of Lubbock, Texas v. Q Elements, LTD., And its General Partner Q-Elements Management Services, LLC; HealthSmart Information Systems, Inc., Formerly CareVu Corporation, Care ARC Texas, L.P. Formerly Care ATC Texas Corp. And its General Partner Parker Group GP, LLC. HealthSmart Holdings, Inc., d/b/a Free First Healthcare Clinics, Parker GP, LLC as general partner of ICON Benefit Administrators, II, L.P., HealthSmart Preferred Care II, L.P., and its General Partner Parker GP, LLC
2. 1. 3. Cause No. 141 241783 09; Ted Parker v. City of Lubbock; In the 141st District Court of Tarrant County, Texas
2. 1. 4. Cause No. D-1GN-11-001866; Travis County – ICON Benefit Administrators II, L.P. v. Greg Abbott, City of Lubbock vs Lubbock Avalanche Journal, Intervenor
2. 1. 5. No 2007-540,024 ICON Benefit Administrators II, L.P., and American Administrative Group, Inc., in the 72nd District Court of Lubbock County, Texas
2. 1. 6. No. 2007-538,383 City of Lubbock, Texas v. The Parker Group, Inc., d/b/a TPG The Parker Group, ICON Benefit Administrators II, L.P.; American Administrative Group, Inc., and HealthSmart Preferred Care, II, L.P., in the 72nd District Court of Lubbock County, Texas
2. 1. 7. CC-08-01067-B ICON Benefit Administrators II, L.P., and American Administrative Group, Inc. v. Joella Mullin, Stanley Self, Andrea Davenport, Lee Ann Dumbauld, Scott Snider, Leisa Hutcheson, and Unknown Others in the County Court at Law No. 2 of Dallas County, Texas
2. 1. 8. Omni Center
2. 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.
2. 2. 1. Public Health
2. 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.

- 2. 3. 1. City Attorney
- 2. 3. 2. City Manager
- 2. 3. 3. City Secretary
- 2. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
 - 2. 4. 1. to discuss, vote, and take final action on customer billing and electric power pricing
 - 2. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies
 - 2. 4. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies
- 2. 5. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Electric Utility - Cause No. 2012-501169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock).

3. Proclamations and Presentations

- 3. 1. Invocation by Dr. Jeffrey Vayda, Gloria Dei Lutheran Church

Dr. Jeffrey Vayda, Gloria Dei Lutheran Church, led the invocation.

- 3. 2. Pledges of Allegiance

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

- 3. 3. Presentation of a special recognition commemorating April as Fair Housing Month and April 8 - 14, 2012, as Community Development Week

Mayor Martin presented special recognition commemorating April as Fair Housing Month and April 8 - 14, 2012, as Community Development Week. Bill Howerton, Community Development Director/Citibus Liaison, and Joe Phea, Chairperson of the Community Development Services Board (CDSB), gave comments on the importance of Community Development. Mayor Martin also recognized Linda Carpenter as a new Board Member of CDSB.

- 3. 4. Presentation of a special recognition commemorating April 15 - 22, 2012, as the annual National Days of Remembrance for Victims of the Holocaust

Mayor Martin presented special recognition commemorating April 15 - 22, 2012, as the annual National Days of Remembrance for Victims of the Holocaust. Monty Strauss and Rabbi Vicki Hollander spoke on the importance of remembering the victims of the Holocaust.

- 3. 5. Presentation of special recognition commemorating the week of April 8 - 14, 2012, as National Public Safety Telecommunications Week

Mayor Martin presented special recognition commemorating the week of April 8 - 14, 2012, as National Public Safety Telecommunications Week. Christy Hennesley, Communication Center Manager, along with Melissa Orosco, Communication Center Assistant Manager, appeared to accept the special recognition.

3. 6. Presentation of a special recognition commemorating April 2012 as National Donate Life Month

Mayor Martin presented special recognition commemorating April 2012 as National Donate Life Month. Schawnte Williams-Taylor gave comments on the importance of being a donor and how it can impact lives.

3. 7. Board Recognitions:

Community Development and Services Board
Linda Carpenter

4. Minutes

- 4. 1.** March 6, 2012, Regular City Council Meeting
March 19, 2012, Special City Council Meeting
March 20, 2012, Special City Council Meeting (Downtown Redevelopment Press Conference)
March 20, 2012, Special City Council Meeting (Joint Jurisdictional Workshop)
March 22, 2012, Special City Council Meeting

Motion by Mayor Pro Tem Floyd Price, seconded by Council Member Todd R. Klein to approve the March 6, 2012 Regular City Council minutes, the March 19, 2012 Special City Council minutes, the March 20, 2012 Special City Council minutes (Downtown Redevelopment Press Conference), the March 20, 2012 Special City Council minutes (Joint Jurisdictional Workshop), and the March 22, 2012 Special City Council 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 Mayor Pro Tem Floyd Price, seconded by Council Member Paul R. Beane to approve items 5.1-5.1.2; 5.3-5.6; 5.8-5.14; and 5.16-5.26.

Vote: 7 - 0 Motion carried

- 5. 1. Budget Ordinance Amendment 2nd Reading - Finance :** Ordinance 2012-O0028, Amendment 12, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant, Grant No. 82048; accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5308 - Clean Fuels Grant, Grant No. 88027; respecting the Donations Fund to accept and appropriate funding from Atmos Energy for the Atmos Energy Conservation Customer Value Plan; respecting the FY 2011-12 Master Lease; respecting the Lubbock Power & Light (LP&L) Capital Program to establish Capital Improvement Project No. 92282, Downtown Redevelopment Underground; and respecting the LP&L Operating Fund to increase transfers to the Capital Project Fund and increase utilization of net assets.

5. 1. 2. **Contract Resolution - Citibus** : Resolution No. 2012-R0147 authorizing the City Director of Fiscal Policy to execute an FTA FY 2011 Section 5308 Clean Fuels Grant for hybrid-electric buses.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance** : Ordinance No. 2012-O0034, Amendment 13, amending the Adopted FY 2011-12 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), Grant No. 82047; accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) - PPCPS/Hazards Grant, Grant No. 81086; respecting the Capital Program to amend Amend Capital Improvement Project (CIP) No. 92156, Indiana Avenue – 103rd Street to FM 1585, and CIP No. 92215, Slide Road from Marshall to US HWY 84; respecting the LP&L Capital Project Fund to amend LP&L CIP No. 92197, Tie Line Transformer Replacement; and respecting the LP&L Operating Fund by increasing the transfer to the Capital Project Fund.

Motion by Council Member Todd R. Klein, seconded by Council Member Karen Gibson to approve Ordinance No. 2012-O0034 pertaining only to the TDHCA funding for the Community Services Block Grant.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0034 pertaining to all other items except the TDHCA funding for the Community Services Block Grant.

Vote: 7 - 0 Motion carried

5. 3. **Budget Ordinance Amendment 1st Reading - Finance** : Ordinance No. 2012-O0033, Amendment 14, amending the Adopted FY 2011-12 Budget respecting the Capital Program to amend Capital Improvement Project No. 92217.

5. 4. **Ordinance 2nd Reading – Right-of-Way** : Ordinance 2012-O0029 abandoning and closing a five-foot LP&L underground utility easement, located in Lot 534, North Pointe Addition, 4934 Marshall Street.

5. 5. **Ordinance 2nd Reading – Right-of-Way** : Ordinance 2012-O0030 abandoning and closing a 52-foot drainage easement in Section 289, Block AK, Bacon Crest Addition, 75th Place and Ironton Avenue.

5. 6. **Ordinance 2nd Reading – Right-of-Way** : Ordinance 2012-O0031 abandoning and closing an underground utility easement, located in Tract A, Cuevas Family Partnership Addition, 6401 Frankford Avenue.

5. 7. **Contract Resolution - Public Works Engineering** : Resolution No. 2012-R0160 authorizing the Mayor to execute unit price Contract 10521 with Allen Butler Construction, Inc., for construction of Frankford Avenue from 98th Street to 114th Street, BID 12-10521-DT.

Motion by Council Member Todd R. Klein, seconded by Council Member Karen Gibson to approve Resolution No. 2012-R0160.

Vote: 6 - 0 Motion carried

Other: Council Member Jim Gilbreath (RECUSE)

- 5. 8. **Contract Resolution - Public Works Engineering** : Resolution No. 2012-R0148 authorizing the Mayor to execute Contract 10730 with Parkhill, Smith & Cooper, Inc., for construction phase services for the Northwest Lubbock Drainage Improvements Project.
- 5. 9. **Contract Resolution- Public Works Engineering:** Resolution No. 2012-R0149 authorizing the Mayor to execute Contract 10729 with Cingular Wireless PCS, LLC, for the lease of space on the City's elevated water storage tank located at 74th Street and Genoa Avenue.
- 5. 10. **Contract Resolution - Public Works Water Utility** : Resolution No. 2012-R0150 authorizing the Mayor to execute Contract 10731 with Big Country Electric Cooperative, Inc., for electricity at the Lake Alan Henry Pump Station.
- 5. 11. **Ordinance 2nd Reading – Public Works Traffic Engineering** : Ordinance 2012-O0032 amending Chapter 20, Traffic, of the Lubbock Code of Ordinances, providing for the amendment of such code; providing a savings clause; providing a penalty for the violation thereof; providing for publication; and providing an effective date.
- 5. 12. **Contract Resolution - Public Works Traffic Engineering** : Resolution No. 2012-R0151 authorizing the Mayor to execute Contract 10382 with Aegis ITS, Inc., for an advanced traffic management system (ATMS) and controller software, RFP 12-10382-RH.
- 5. 13. **Contract Resolution - Public Works - Traffic Engineering** : Resolution No. 2012-R0152 authorizing the Mayor to execute purchase order Contract 93000021 with Twincrest Technologies Corporation for 5.8 GHz Ethernet radios.
- 5. 14. **Contract Resolution - Fleet Services:** Resolution No. 2012-R0153 authorizing the Mayor to execute purchase order Contract 22101380 with Godwin Pumps of America for a trailer mounted diesel suction and discharge trash pump.
- 5. 15. **Contract Resolution - Fleet Services:** Resolution No. 2012-R0161 authorizing the Mayor to execute purchase order Contract 31009596 with Associated Supply Company, Inc., for four two-axle loader/backhoe transport trailers, BID 12-10511-CI.

Leslie Cox, Director of Telecom and Fleet Operations Information Technology, gave comments and answered questions from Council.

Motion by Council Member Jim Gilbreath, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0161.

Vote: 7 - 0 Motion carried

- 5. 16. **Contract Resolution - Fleet Services:** Resolution No. 2012-R0154 authorizing the Mayor to execute purchase order Contract 10005092 with Altec Industries, Inc., for a telescopic articulating aerial truck with utility bed.
- 5. 17. **Contract Resolution - Fleet Services** : Resolution No. 2012-R0155 authorizing the Mayor to execute purchase order Contract 31009809 with Scoggin-Dickey Chevrolet-Buick for light duty vehicles and Sports Utility Vehicle's (SUV), BID 12-10601-CI.
- 5. 18. **Contract Resolution - Fleet Services:** Resolution No. 2012-R0156 authorizing the Mayor to execute purchase order Contract 31009815 with Forman's Pick Up Pals for light duty vehicles, BID 12-10601-CI.

5. 19. **Contract Resolution - Geographic Information System** : Resolution No. 2012-R0157 authorizing the Mayor to execute purchase order Contract 10005219 with Computer & Peripherals Group, Inc., d/b/a Source Graphics, for a wide format copier/scanner, RFP 12-10496-DT.
5. 20. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0023, Zone Case 3159 (2001 60th Street): request of Cori Davis (for Across the Street Ministries) for a zoning change from R-1 (Single-Family District) to A-2 (High-Density Apartment District) limited to church and church related uses on Lot 1, Block 5, Vandelia Village Addition.
5. 21. **Ordinance 2nd Reading – Planning** : Ordinance 2012-O0024, Zone Case 1845-J (4819 Utica Avenue): a request of Billy Rizzo (for Enterprise Rent-A-Car) for a zoning change from C-2 (Local Retail District) to C-4 (Commercial District) limited to automobile rentals and all C-2 permitted uses on parts of Tracts A and B, Gordon Heights Addition.
5. 22. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0025, Zone Case 3065-C (6914 82nd Street): request of David Bloodworth for a zoning change from C-3 (General Retail District) to C-3 Specific Use for a veterinary clinic or hospital and all permitted C-3 uses on 1.032 acres of unplatted land out of Block AK, Section 30.
5. 23. **Contract Resolution - City Manager** : Resolution No. 2012-R0158 authorizing the Mayor to execute an agreement terminating the Land Acquisition and Management Agreement between the City of Lubbock and Science Spectrum, dated February 28, 1991, and an amendment to the Agreement dated December 8, 2003.
5. 24. **Contract Resolution - City Manager** : Resolution No. 2012-R0159 authorizing the Mayor to execute a Deed Without Warranty transferring the portion of the Science Spectrum property owned by the City of Lubbock to the Science Spectrum, a non-profit 501(c)3 corporation.
5. 25. **Ordinance 2nd Reading - Lubbock Power & Light** : Ordinance 2012-O0026 amending Chapter 2, Article 2.03, Division 12, of the City of Lubbock Code of Ordinances relating to the authority, duties, and responsibilities of the Electric Utility Board and the disbursement of net revenues of Lubbock Power & Light.
5. 26. **Ordinance 2nd Reading - Lubbock Power & Light** : Ordinance 2012-O0027 amending Chapter 22, Article 22.02, to relating to the electric utilities division of the City, reflecting related changes in federal and state law and the City Charter, and other changes as recommended by the Electric Utility Board (EUB).
6. **Regular Agenda**
6. 1. **Contract Resolution - Radio Shop** : Resolution No. 2012-R0162 authorizing the Mayor to execute job order Contract 12-10553-JOC with Minnix Commercial Partners, LTD, for the installation of a security fence around the west radio tower.

Motion by Council Member Paul R. Beane, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0162 for Proposal B, including the following:

- The contract involves installing 975 linear feet of six foot chain link fence around 11 acres at the west radio tower located at 7806 28th Street. The fence includes three strands of barb wire at the top, walk gates at each guy wire anchor, and two sixteen-foot double swing gates to access the tower facility. Total contract amount for Proposal B is \$28,632.

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 of the item indicates to the public the action to be taken.**

7. 1. Budget discussion identifying core services and prioritization of the FY 2012-13 Operating Budget and Capital Program, Lee Ann Dumbauld, City Manager

Lee Ann Dumbauld, City Manager, gave a presentation on the FY 2012-13 Operating Budget and Capital Program and answered questions from Council.

1:15 P.M. CITY COUNCIL ADJOURNED

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

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 20, 2012
3:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 20th of March, 2012, at 1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas at 3:00 p.m.

**3:12 P.M. CITY COUNCIL CONVENED
1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas**

Present: Mayor Tom Martin; Council Member Karen Gibson; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; Assistant City Attorney Mitch Satterwhite

Absent: Mayor Pro Tem Floyd Price; Council Member Paul R. Beane; Council Member Jim Gilbreath

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

Note: Electric Utility Board (EUB) addressed agenda items in the following order:

- 2.1-2.3; and 3.1
- Items 1.1; and 3.2-3.10 were deleted.

1. MINUTES

- 1. 1.** Approval of the minutes of the February 29th Board Meeting

This item was deleted.

2. EXECUTIVE SESSION

The meeting was called into a closed public session at 3:12 p.m. under the provisions of Section 552, Texas Government Code. The meeting was called back into open session at 3:15 p.m.

Council recessed into Executive Session again at 3:16 p.m. and reconvened in open session at 3:20 p.m.

- 2. 1.** Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (regulatory matters, contractual issues, liability claims, Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock; Cause No. 2011-557,381, Myrtle R. Britton v. City of Lubbock, Texas d/b/a Lubbock Power & Light).
- 2. 2.** Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:

- 2. 2. 1. To discuss and take action on agreements, proposals, strategies and capital improvement plans related to generation assets, purchased power agreements and related policies.
- 2. 2. 2. To discuss and take action on plans, studies, proposals and analyses for system improvements, risk management and related strategies and capital improvement plans.
- 2. 2. 3. To discuss and take action on customer billing and electric power pricing proposals, system load characteristics and electric power marketing analyses and strategies.
- 2. 3. Hold an executive session in accordance with V.T.C.A. Government Code, §551.074 (a)(1) to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (Chief Executive Officer/Director of Electric Utilities, General Counsel, Electric Utility Board).

3. **REGULAR AGENDA**

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

Damian Pantoya, Finance Director, Electric Utilities; Dale Stephens; and Don Cullon, Director of System Planning for LP&L, gave comments and answered questions from the Board.

- 3. 2. Discuss and take action on a budget amendment recommendation for Lubbock Power & Light’s adopted FY 2011-2012 budget relating to (1) capital improvement projects associated with upgrades to the Holly Avenue substation and interchange and (2) increase the depreciation expense in LP&L’s operating budget for FY 2011-2012 related to the acquisition of the Xcel/SPS assets in 2010.

This item was deleted.

- 3. 3. Discuss and take action on a resolution calling for the redemption of certain outstanding Lubbock Power & Light obligations entitled “Electric Light and Power System Revenue bonds, Series 2001” and authorizing the payment thereof.

This item was deleted.

- 3. 4. Discuss and take action on a resolution calling for the redemption of certain outstanding Lubbock Power & Light obligations entitled “Tax and Electric Light and Power System Surplus Revenue Certificates of Obligation, Series 2003” and authorizing the payment thereof.

This item was deleted.

- 3. 5. Discuss and take action on a budget amendment recommendation for Lubbock Power & Light’s adopted FY 2011-2012 budget to retire all debt obligations related to the “Electric Light and Power System Revenue bonds, Series 2001” and the “Tax and Electric Light and Power System Surplus Revenue Certificates of Obligation, Series 2003”.

This item was deleted.

- 3. 6. Discuss and take action on water supply sources and use in electric generation and production by Lubbock Power & Light.

This item was deleted.

3. 7. Discuss and deliberate the Electric Utility Board touring the electric generation and transmission/distribution facilities of Lubbock Power & Light and scheduling a related work session to discuss future to power generation and risk management resources and strategies.

This item was deleted.

3. 8. Discuss and deliberate electric transmission and distribution system performance, operations, staffing levels and related policies, projects and work management.

This item was deleted.

3. 9. Discuss and take action amending the Personal Services Agreement by and between the City of Lubbock and Carroll McDonald dated January 18, 2005, Resolution No. EUB-2005-R0004, allowing for all remaining compensation to be paid out to Mr. McDonald.

This item was deleted.

3. 10. Discuss and take action on recommendations to the City Council regarding the retail electric rates of LP&L pursuant to Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock.

This item was deleted.

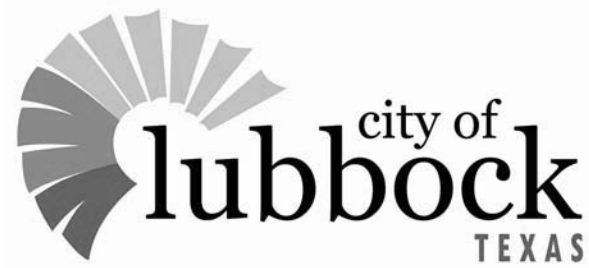
3:45 P.M. CITY COUNCIL ADJOURNED

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

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

5. 1.

Meeting Date: 05/03/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 15 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Click-It or Ticket Selective Traffic Enforcement Program (STEP).

Item Summary

I. Accept and appropriate \$17,497 from TxDOT for the Click-It or Ticket STEP. The grant utilizes off-duty Police Department personnel working overtime to enforce non-compliance of seatbelt and child restraint laws.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Director of Fiscal Policy

Attachments

Ordinance - Budget Amendment 15

Budget Detail - Click-It or Ticket STEP

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO APPROPRIATE FUNDS FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE CLICK-IT OR TICKET SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP).

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 2011-12 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 2011-12 (Budget Amendment #15) for municipal purposes, as follows:

- I. Accept and appropriate \$17,497 from TxDOT for the Click-It or Ticket STEP.

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 this _____ day of _____, 2012.

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

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Director of Fiscal Policy

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
May 3, 2012**

Administrative Information

Grant Name:	Click-It or Ticket Selective Traffic Enforcement Program (STEP)
Grant Effective Date:	<u>5/21/2012 - 6/3/2012</u>
Grant Provider/Agency:	<u>Texas Department of Transportation</u>
Grant Award Amount:	<u>\$ 17,497</u>
City Match:	<u>-</u>

Budget Information

Project Detail	Cost
Overtime Salary	<u>\$ 17,497</u>
Total Project Amount	<u><u>\$ 17,497</u></u>



Regular City Council Meeting

5. 2.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution – Finance: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment of the Master Lease Agreement dated as of February 9, 2006, with Banc of America Public Capital Corp (BAPCC).

Item Summary

On February 9, 2006, the City executed Appendix 6489-007 and Appendix 6489-001 to the Master Lease Agreement with BAPCC. BAPCC requests consent to assign and sell the above-referenced Master Lease Appendices to Capital One Public Funding, LLC. The total amount of remaining rental payments of the Appendices to the Master Lease is \$886,074. The previously agreed upon terms of payment with BAPCC remain in effect.

Fiscal Impact

-

Staff/Board Recommending

Cheryl Brock, Director of Fiscal Policy

Attachments

Resolution & Contract - Master Lease 2.9.06 - 2C

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 Assignment of Lease to that certain Master Lease Agreement dated February 9, 2006, by and between the City of Lubbock and Banc of America Public and Institutional Financial Funding, LLC, and related documents. Said Assignment of Lease 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 _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock, Director of Fiscal Policy

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Assignment of Lease-Banc of America
April 2, 2012

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Dated April ___, 2012

Banc of America Public and Institutional Financial Funding, LLC (“Assignor”) hereby gives notice that it has assigned and sold to Capital One Public Funding, LLC (“Assignee”) all of Assignor’s right, title and interest in, to and under each Part 1 Equipment List and Part 2 Payment Schedule to the Appendices set forth on Exhibit A hereto (each a “Lease” and collectively the “Leases”) to the Master Lease Agreement (as amended, the “Agreement”) dated as of February 9, 2006, by and between Assignor and City of Lubbock, Texas (“Lessee”).

For purposes of this Notice and Acknowledgment of Assignment (the “Acknowledgment”), “Leases” means collectively the Leases identified on Exhibit A hereto, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term “Lease” specifically excludes all other Equipment List and Payment Schedules entered into under the Agreement and rental payments other than with respect to the Leases identified in Exhibit A hereto. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. From and after the date of this Acknowledgment, all payments of rent and other sums now or hereafter becoming due pursuant to the Leases or with respect to the equipment described on the Leases (the “Equipment”) shall be paid to Assignor as fiscal agent for Assignee or, upon receipt of notice from Assignee or Assignor of the termination of such fiscal agency, as directed in Assignee’s invoices.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Leases and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Leases, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section IV of the Leases, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Leases shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the information about the Leases set forth on Exhibit A hereto is true, accurate and complete:

4. Each Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Lessee hereby agrees to use a book entry system to register Assignee (and any subsequent assignee) as the owner of the Leases so as to meet the applicable requirements of Section 149(a) of the internal Revenue Code.

6. Notwithstanding anything in the Leases to the contrary (including, without limitation, Section 19 thereof), Lessee acknowledges and agrees that Assignee shall be permitted to retain copies of the Records as it deems necessary in order to comply with its customary document and information retention policies and procedures; provided that the confidentiality obligations set forth in the Leases shall continue with respect to any such copies.

7. Any inquiries of Lessee related to the Leases after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

Capital One Public Funding, LLC
c/o Deutsche Bank National Trust Company
6810 Crumpler Blvd., Suite 100
Olive Branch, MS 38654
Attention: Jacqueline McNeil
Phone (662) 890-3789
Fax (662) 890-0114
jacqueline.mcneil@db.com

8. This Acknowledgement may be executed in counterparts, each of which shall be an original and all of which shall constitute one agreement.

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BLANK. SIGNATURE PAGE FOLLOWS.]**

ACKNOWLEDGE AND AGREED:

LESSEE:
City of Lubbock, Texas

By: _____

Name: Tom Martin
Title: Mayor

APPROVED AS TO CONTENT:

By: _____

Name: Cheryl Brock
Title: Director of Fiscal Policy

LESSEE:
City of Lubbock, Texas

By: _____

Name: Rebecca Garza
Title: City Secretary

APPROVED AS TO FORM:

By:  _____

Name: Chad Weaver
Title: Assistant City Attorney

ASSIGNOR:
**Banc of America Public and Institutional
Financing Funding, LLC**

By:  _____

Name: Laurene N. Cockett

Title: Vice President

ASSIGNEE:
Capital One Public Funding, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGE AND AGREED:

LESSEE:
City of Lubbock, Texas

By: _____

Name: Tom Martin
Title: Mayor

APPROVED AS TO CONTENT:

By: _____

Name: Cheryl Brock
Title: Director of Fiscal Policy

ASSIGNOR:
**Banc of America Public and Institutional
Financing Funding, LLC**

By: _____

Name: _____

Title: _____

LESSEE:
City of Lubbock, Texas

By: _____

Name: Rebecca Garza
Title: City Secretary

APPROVED AS TO FORM:

By: _____

Name: Chad Weaver
Title: Assistant City Attorney

ASSIGNEE:
Capital One Public Funding, LLC

By:  _____

Name: Drew Scriver

Title: Vice President

Exhibit A

Master Lease dated as of February 9, 2006 (as amended) between the City of Lubbock and Banc of America Public and Institutional Financial Funding, LLC

Contract No.	Appendix No.	No. of Rental Payments Remaining	Rental Payment Amount	Total Amount of Rents Remain	Frequency of Rental Payments	Next Rental Payment Due
63622	6489-007	8	3,850.65	30,805.20	Semi-annual	August 15, 2012
63230	6489-001	8	106,908.63	855,269.04	Semi-annual	August 15, 2012



Regular City Council Meeting

5.3.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution – Finance: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment of the Master Lease Agreement dated as of February 9, 2006, with Banc of America Public Capital Corp (BAPCC).

Item Summary

On February 9, 2006, the City executed Appendix 6489-206, Appendix 6489-216, Appendix 6489-203, Appendix 6489-210, Appendix 6489-213, Appendix 6489-215, Appendix 6489-214, Appendix 6489-205, Appendix 6489-204, Appendix 6489-211 Appendix 6489-201, Appendix 6489-212, Appendix 6489-207, and Appendix 6489-217 to the Master Lease Agreement with BAPCC. BAPCC requests consent to assign and sell the above-referenced Master Lease Appendices to Capital One Public Funding, LLC. The total amount of remaining rental payments of the Appendices to the Master Lease is \$8,619,467. The previously agreed upon terms of payment with BAPCC remain in effect.

Fiscal Impact

-

Staff/Board Recommending

Cheryl Brock, Director of Fiscal Policy

Attachments

Resolution & Contract - Master Lease 2.9.06 - 14C

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 Assignment of Lease to that certain Master Lease Agreement dated February 9, 2006, by and between the City of Lubbock and Banc of America Public Capital Corp, and related documents. Said Assignment of Lease 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 _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock, Director of Fiscal Policy

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Assignment of Lease-Banc of America Public Capital Corp
April 2, 2012

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Dated April ___, 2012

Banc of America Public Capital Corp ("Assignor") hereby gives notice that it has assigned and sold to Capital One Public Funding, LLC ("Assignee") all of Assignor's right, title and interest in, to and under each Part 1 Equipment List and Part 2 Payment Schedule to the Appendices set forth on Exhibit A hereto (each a "Lease" and collectively the "Leases") to the Master Lease Agreement (as amended, the "Agreement") dated as of February 9, 2006, by and between Assignor and City of Lubbock, Texas ("Lessee").

For purposes of this Notice and Acknowledgment of Assignment (the "Acknowledgment"), "Leases" means collectively the Leases identified on Exhibit A hereto, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other Equipment List and Payment Schedules entered into under the Agreement and rental payments other than with respect to the Leases identified in Exhibit A hereto. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. From and after the date of this Acknowledgment, all payments of rent and other sums now or hereafter becoming due pursuant to the Leases or with respect to the equipment described on the Leases (the "Equipment") shall be paid to Assignor as fiscal agent for Assignee or, upon receipt of notice from Assignee or Assignor of the termination of such fiscal agency, as directed in Assignee's invoices.

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Leases and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Leases, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section IV of the Leases, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Leases shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the information about the Leases set forth on Exhibit A hereto is true, accurate and complete:

4. Each Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Lessee hereby agrees to use a book entry system to register Assignee (and any subsequent assignee) as the owner of the Leases so as to meet the applicable requirements of Section 149(a) of the internal Revenue Code.

6. Notwithstanding anything in the Leases to the contrary (including, without limitation, Section 19 thereof), Lessee acknowledges and agrees that Assignee shall be permitted to retain copies of the Records as it deems necessary in order to comply with its customary document and information retention policies and procedures; provided that the confidentiality obligations set forth in the Leases shall continue with respect to any such copies.

7. Any inquiries of Lessee related to the Leases after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

Capital One Public Funding, LLC
c/o Deutsche Bank National Trust Company
6810 Crumpler Blvd., Suite 100
Olive Branch, MS 38654
Attention: Jacqueline McNeil
Phone (662) 890-3789
Fax (662) 890-0114
jacqueline.mcneil@db.com

8. This Acknowledgement may be executed in counterparts, each of which shall be an original and all of which shall constitute one agreement.

**[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT
BLANK. SIGNATURE PAGE FOLLOWS.]**

ACKNOWLEDGE AND AGREED:

LESSEE:
City of Lubbock, Texas

By: _____

Name: Tom Martin
Title: Mayor

APPROVED AS TO CONTENT:

By: _____

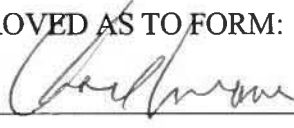
Name: Cheryl Brock
Title: Director of Fiscal Policy

LESSEE:
City of Lubbock, Texas

By: _____

Name: Rebecca Garza
Title: City Secretary

APPROVED AS TO FORM:

By:  _____

Name: Chad Weaver
Title: Assistant City Attorney

ASSIGNOR:
Banc of America Public Capital Corp.

By:  _____

Name: Laurene N. Cockett

Title: Authorized Agent

ASSIGNEE:
Capital One Public Funding, LLC

By: _____

Name: _____

Title: _____

ACKNOWLEDGE AND AGREED:

LESSEE:
City of Lubbock, Texas

By: _____

Name: Tom Martin
Title: Mayor

APPROVED AS TO CONTENT:

By: _____

Name: Cheryl Brock
Title: Director of Fiscal Policy

ASSIGNOR:
Banc of America Public Capital Corp.

By: _____

Name: _____

Title: _____

LESSEE:
City of Lubbock, Texas

By: _____

Name: Rebecca Garza
Title: City Secretary

APPROVED AS TO FORM:

By: _____

Name: Chad Weaver
Title: Assistant City Attorney

ASSIGNEE:
Capital One Public Funding, LLC

By: 

Name: Drew Scriver

Title: Vice President

Exhibit A

Master Lease dated as of February 9, 2006 (as amended) between the City of Lubbock and Banc of America Public Capital Corp

Contract No.	Appendix No.	No. of Rental Payments Remaining	Rental Payment Amount	Total Amount of Rents Remain	Frequency of Rental Payments	Next Rental Payment Due
70210	6489-206	5	25,474.54	127,372.70	Semi-annual	August 15, 2012
81418	6489-216	3	19,532.38	58,597.14	Semi-annual	August 15, 2012
70112	6489-203	11	139,827.57	1,538,103.27	Semi-annual	August 15, 2012
80940	6489-210	3	302,137.56	906,412.68	Semi-annual	August 15, 2012
81167	6489-213	3	261,208.32	783,624.96	Semi-annual	August 15, 2012
81169	6489-215	13	150,984.48	1,962,798.24	Semi-annual	August 15, 2012
81168	6489-214	7	10,385.17	72,696.19	Semi-annual	August 15, 2012
70208	6489-205	1	484,131.59	484,131.59	Semi-annual	August 15, 2012
70113	6489-204	5	22,389.07	111,945.35	Semi-annual	August 15, 2012
80941	6489-211	7	42,359.04	296,516.28	Semi-annual	August 15, 2012
70107	6489-201	1	306,185.05	306,185.05	Semi-annual	August 15, 2012
80942	6489-212	13	70,600.55	917,807.15	Semi-annual	August 15, 2012
70213	6489-207	11	18,316.43	201,480.73	Semi-annual	August 15, 2012
81419	6489-217	13	65,522.72	851,795.36	Semi-annual	August 15, 2012



Regular City Council Meeting

5. 4.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution – Finance: Consider a resolution authorizing the Mayor to execute a Notice and Acknowledgment of Assignment of the Master Lease Agreement dated as of February 12, 2009, with Banc of America Public Capital Corp (BAPCC).

Item Summary

On February 12, 2009, the City executed Appendix 8872-222, Appendix 8872-227, Appendix 8872-226, and Appendix 8872-224 to the Master Lease Agreement with BAPCC. BAPCC requests consent to assign and sell the above-referenced Master Lease Appendices to Capital One Public Funding, LLC. The total amount of remaining rental payments of the Appendices to the Master Lease is \$5,697,052. The previously agreed upon terms of payment with BAPCC remain in effect.

Fiscal Impact

-

Staff/Board Recommending

Cheryl Brock, Director of Fiscal Policy

Attachments

Resolution & Contract - Master Lease 2.12.09

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 Assignment of Lease to that certain Master Lease Agreement dated February 12, 2009, by and between the City of Lubbock and Banc of America Public Capital Corp, and related documents. Said Assignment of Lease 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 _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock, Director of Fiscal Policy

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Assignment of Lease-Banc of America PCC
April 2, 2012

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT

Dated April ___, 2012

Banc of America Public Capital Corp ("Assignor") hereby gives notice that it has assigned and sold to Capital One Public Funding, LLC ("Assignee") all of Assignor's right, title and interest in, to and under each Part 1 Equipment List and Part 2 Payment Schedule to the Appendices set forth on Exhibit A hereto (each a "Lease" and collectively the "Leases") to the Master Lease Agreement (as amended, the "Agreement") dated as of February 12, 2009, by and between Assignor and City of Lubbock, Texas ("Lessee").

For purposes of this Notice and Acknowledgment of Assignment (the "Acknowledgment"), "Leases" means collectively the Leases identified on Exhibit A hereto, together with all exhibits, schedules, addenda and attachments related thereto, and all certifications and other documents delivered in connection therewith. The term "Lease" specifically excludes all other Equipment List and Payment Schedules entered into under the Agreement and rental payments other than with respect to the Leases identified in Exhibit A hereto. Each capitalized term used but not defined herein has the meaning set forth in the Agreement described above.

1. From and after the date of this Acknowledgment, all payments of rent and other sums now or hereafter becoming due pursuant to the Leases or with respect to the equipment described on the Leases (the "Equipment") shall be paid to Assignor as fiscal agent for Assignee or, upon receipt of notice from Assignee or Assignor of the termination of such fiscal agency, as directed in Assignee's invoices..

2. Lessee hereby agrees that: (i) Assignee shall have all the rights of Lessor under the Leases and all related documents, including, but not limited to, the rights to issue or receive all notices and reports, to give all consents or agreements to modifications thereto, to receive title to the equipment in accordance with the terms of the Leases, to declare a default and to exercise all remedies thereunder; and (ii) except as provided in Section IV of the Leases, the obligations of Lessee to make rental payments and to perform and observe the other covenants and agreements contained in the Leases shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense.

3. Lessee agrees that, as of the date of this Acknowledgment, the information about the Leases set forth on Exhibit A hereto is true, accurate and complete:

4. Each Lease remains in full force and effect, has not been amended and no nonappropriation or event of default (or event which with the passage of time or the giving of notice or both would constitute a default) has occurred thereunder.

5. Lessee hereby agrees to use a book entry system to register Assignee (and any subsequent assignee) as the owner of the Leases so as to meet the applicable requirements of Section 149(a) of the internal Revenue Code.

6. Notwithstanding anything in the Leases to the contrary (including, without limitation, Section 19 thereof), Lessee acknowledges and agrees that Assignee shall be permitted to retain copies of the Records as it deems necessary in order to comply with its customary document and information retention policies and procedures; provided that the confidentiality obligations set forth in the Leases shall continue with respect to any such copies.

7. Any inquiries of Lessee related to the Leases after the date of this Acknowledgment should be remitted to Assignee at the following address (or such other address as provided to Lessee in writing from time to time by Assignee):

Capital One Public Funding, LLC
c/o Deutsche Bank National Trust Company
6810 Crumpler Blvd., Suite 100
Olive Branch, MS 38654
Attention: Jacqueline McNeil
Phone (662) 890-3789
Fax (662) 890-0114
jacqueline.mcneil@db.com

8. This Acknowledgement may be executed in counterparts, each of which shall be an original and all of which shall constitute one agreement.

**[THE REMAINDER OF THE PAGE HAS BEEN INTENTIONALLY LEFT
BLANK. SIGNATURE PAGE FOLLOWS.]**

ACKNOWLEDGE AND AGREED:

LESSEE:
City of Lubbock, Texas

LESSEE:
City of Lubbock, Texas

By: _____

By: _____

Name: Tom Martin
Title: Mayor

Name: Rebecca Garza
Title: City Secretary

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

By: _____


By:  _____

Name: Cheryl Brock
Title: Director of Fiscal Policy

Name: Chad Weaver
Title: Assistant City Attorney

ASSIGNOR:
Banc of America Public Capital Corp.

ASSIGNEE:
Capital One Public Funding, LLC

By:  _____

By: _____

Name: Laurene N. Cockett

Name: _____

Title: Authorized Agent

Title: _____

ACKNOWLEDGE AND AGREED:

LESSEE:
City of Lubbock, Texas

By: _____

Name: Tom Martin
Title: Mayor

APPROVED AS TO CONTENT:

By: _____

Name: Cheryl Brock
Title: Director of Fiscal Policy

ASSIGNOR:
Banc of America Public Capital Corp.

By: _____

Name: _____

Title: _____

LESSEE:
City of Lubbock, Texas

By: _____

Name: Rebecca Garza
Title: City Secretary

APPROVED AS TO FORM:

By: _____

Name: Chad Weaver
Title: Assistant City Attorney

ASSIGNEE:
Capital One Public Funding, LLC

By:  _____

Name: Drew Scriver

Title: Vice President

Exhibit A

Master Lease dated as of February 12, 2009 (as amended) between the City of Lubbock and Banc of America Public Capital Corp

Contract No.	Appendix No.	No. of Rental Payments Remaining	Rental Payment Amount	Total Amount of Rents Remain	Frequency of Rental Payments	Next Rental Payment Due
90831	8872-222	3	509,053.25	1,527,159.75	Semi-annual	August 15, 2012
96431	8872-227	9	309,187.10	2,782,683.90	Semi-annual	August 15, 2012
96430	8872-226	5	245,895.33	1,229,476.65	Semi-annual	August 15, 2012
90834	8872-224	11	14,339.26	157,731.86	Semi-annual	August 15, 2012



Regular City Council Meeting

5. 5.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Finance: Consider a resolution authorizing the Mayor to execute an agreement with ACC OP (Tract 6), LLC, to fund public improvements in Phase One, Project 92254D, of the North Overton Tax Increment Finance Reinvestment Zone (TIF) Project Plan.

Item Summary

The agreement funds the construction of public improvements in the North Overton TIF. The City agrees to dedicate and pledge the use of revenue in the Tax Increment Fund to participate in the cost of the public improvements for Phase One, Project 92254D of the Project Plan as recommended by the Board of Directors of the North Overton TIF. The Agreement delineates the division of funding for the public improvements as represented in Exhibit D (TIF participation) and Exhibit E (Developer participation). The total amount of tax increment financing for public improvements shown in Exhibit D is \$93,000.

The project is located in Overton Park on Tract 6, marked on the map in Exhibit A of the contract. The site for this project is located on the east side of The Suites, north side of Glenna Goodacre Boulevard, and south side of Mac Davis Lane. The intent of the agreement is for the developer to construct a portion of the public improvements adjacent to the development of town homes and be reimbursed by the TIF. The public improvement to be funded from the North Overton TIF is the landscaping in the parkway.

Exhibits C, F, G, H, and I are available for review in the City Secretary's Office.

Fiscal Impact

\$747,031 is appropriated in Capital Improvement Project No. 92254, North Overton TIF Public Improvements, with \$93,000 available for this purpose.

Staff/Board Recommending

Cheryl Brock, Director of Fiscal Policy

Attachments

Tract 6 Development Agreement

Budget Detail - 92254

CIP Detail - 92254

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement between the City of Lubbock and ACC OP (Tract 6) LLC, regarding the funding of public improvements in Project 92254D of the Project Plan for the North Overton Tax Increment Finance Reinvestment Zone, as amended. 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.

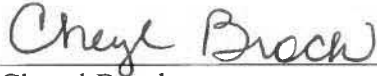
Passed by the City Council on _____, 2012.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock,
Director of Fiscal Policy

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

City Att / Linda: Res- NO TIF Dev. Agret- AAC OP (Tract 6)
April 19, 2012

**DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE
CITY OF LUBBOCK AND ACC OP (TRACT 6) LLC**

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This agreement ("Agreement") is between the City of Lubbock, a Texas municipal corporation (hereinafter called "City") and ACC OP (Tract 6) LLC, a Delaware limited liability company, 12700 Hill Country Boulevard, Suite T-200, Austin, Texas, (hereinafter called "Developer").

WHEREAS, the City recognizes the importance of its continued role in local economic development; and

WHEREAS, the City, upon receipt of a petition requesting creation of a tax increment financing district from the owners of more than 50 per cent of the appraised value of the area, adopted Ordinance No. 2002-029, March 14, 2002, establishing the North Overton Tax Increment Financing Reinvestment Zone in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the "Act"); and

WHEREAS, in accordance with the Act, the Board of Directors of the North Overton Tax Increment Financing Reinvestment Zone has prepared a Project Plan (the "Project Plan") and a Financing Plan (the "Financing Plan"), and the City, in accordance with the Act and after making all findings required by the Act, has adopted an ordinance approving the Project Plan and the Financing Plan and amendments thereto (with the Project Plan and the Financing Plan as so amended being hereinafter collectively referred to as the "Plans"); and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made and monetary obligations incurred by a municipality consistent with the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act ("Project Costs"); and

WHEREAS, Developer has acquired certain real property situated within the North Overton Tax Increment Financing Reinvestment Zone (the "TIF District") located between Glenna Goodacre Boulevard and Mac Davis Lane and west of Avenue V, further identified with crosshatching on the map attached hereto and marked "Exhibit A" (the "Project Property"); and

WHEREAS, Developer intends to develop on the Project Property, American Campus Communities – Overton Park (the “Developer’s Project”), substantially in accordance with the design which is attached hereto and marked “Exhibit B”; and

WHEREAS, The City, after due and careful consideration, has concluded that the redevelopment of the Developer's Project as a portion of the TIF District as provided herein and in the Project Plan will further the growth of the City, facilitate the redevelopment of the entire TIF District, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, increase employment opportunities within the City, upgrade public infrastructure within the TIF District, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers, and that entering into this Agreement is necessary and convenient to implement the Plans and achieve their purposes; and

WHEREAS, the City is desirous of having Developer undertake the Developer's Project in order to serve the needs of the City and in order to produce increased tax revenues for the various taxing units authorized to levy taxes on real property within the TIF District and the City and, in order to stimulate and induce the redevelopment of the TIF District, the City has agreed to participate by dedicating and pledging the use of revenue in the Tax Increment Fund (as defined in the Plans) to finance certain Project Costs, all in accordance with the terms and provisions of the Act, with the existing guidelines (the "Design Guidelines," attached hereto as “Exhibit F”) set up by the City to be followed in City/Developer participation agreements, with any modification of these guidelines approved within this Agreement, and with all other terms of this particular Agreement; and

WHEREAS, the Developer desires to have the City participate and the City agrees to participate in the construction of Public Improvements (herein so called) such as street and landscape lighting, pedestrian lighting, landscaping, trees, street furniture, and sidewalks;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein, the Parties agree as follows:

ARTICLE I.

RECITALS AND EXHIBITS PART OF AGREEMENT

- 1.1 The representations, covenants and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I. Exhibits A, B, C, D, E, F, G, H and I attached hereto are incorporated into this Agreement as if fully set forth herein.

ARTICLE II.
DEVELOPMENT PLAN – NORTH OVERTON

- 2.1 Developer has acquired the Project Property situated within the TIF District and intends to develop on the Project Property the Developer's Project substantially in accordance with the map and design which are attached and respectively marked "Exhibit "A" and Exhibit "B," and in accordance with the Plans, as amended and adopted by the Board of Directors of the TIF District which are also attached and marked "Exhibit C"

ARTICLE III.
DEFINITIONS

- 3.1 "Parkway" is herein defined as any part of the public right-of-way lying between the curb or grade line of any public street and the abutting private property line.
- 3.2 "Hardscape" is herein defined as the hard surface portion of the landscaping in the parkway such as stone, concrete, brick or other approved surface under the Design Guidelines as set forth in Exhibit F and includes trees, street lighting and pedestrian lighting.
- 3.3 "Softscape" is herein defined as plant materials, ground preparation, and accompanying irrigation.

ARTICLE IV.
CITY PARTICIPATION

- 4.1 In accordance with Phase One, Project 92254D of the Project Plan recommended by the Board of Directors of the North Overton District Tax Increment Finance Reinvestment Zone and approved by the City Council of the City of Lubbock, and in accordance with the City of Lubbock Redevelopment Policies and Tax Increment Finance Policies, the City agrees to dedicate and pledge the use of revenue in the Tax Increment Fund to directly participate in the cost of the Public Improvements as shown in the attached "Exhibit D," entitled "American Campus Communities – Overton Park", Direct City Participation and TIF Funding, Phase One, Project 92254D.

- 4.2 This Agreement shall authorize funding only for Phase One, Project 92254D. Participation shall be based on actual construction costs incurred by the Developer and verified by the City upon application and certification by Developer. In the event that the actual costs of the individual Direct City Participation items are less than the amounts shown in Exhibit D, then the City will utilize the “savings” (in its sole discretion) to increase any other individual Direct City Participation element, if needed to provide sufficient funding for the Direct City Participation in other project element or elements. City also reserves the right to reallocate the “savings” for projects in a subsequent phase of the Project. Direct City Participation (herein so called) in Phase One, Project 92254D, shall be limited to the total amount approved by the City Council for Phase One, Project 92254D of the Project Plan, which is \$93,000.00.
- 4.3 The City shall review the Developer’s cost estimates in order to deter undue loading of costs, collusion or fraud prior to approval of payment of the Direct City Participation. The City may, at its discretion, pay any increases in the actual cost of a Public Improvement over its estimated cost, provided funds are available. However, unless the North Overton TIF Plans and this Agreement are amended to so provide, in no case shall the City ever be liable for any amount above and beyond a total of \$93,000.00, the agreed payment of the City’s share of the Public Improvements contained herein. Nothing in this Agreement shall be construed to require the City to approve reimbursements from any source of City funds other than the Tax Increment Fund.
- 4.4 Increases in the scope of the Public Improvements beyond that contemplated by Exhibit D shall be paid by the party requesting the increase in scope unless otherwise agreed by the parties in writing.
- 4.5 The City issued debt to reimburse the Developer and costs advanced by City for Project Costs authorized pursuant to this Article. The reimbursement will be paid from the proceeds of debt issued by the City out of the Tax Increment Fund.
- 4.6 City agrees to amend this Agreement to complete the landscaping in the parkway on Avenue V in the future if money becomes available in the Tax Increment Fund for this purpose.
- 4.7 City hereby grants a temporary easement to Developer, its permitted successors and assigns and its and their respective employees, agents, contractors, subcontractors and representatives on, over, across and under the Parkway adjacent to the Project Property for the construction and development of the Public Improvements until the Public Improvements have been completed.

- 4.8 City agrees to reimburse Developer as agreed above for a portion of the Project Costs paid by Developer for the construction of the Public Improvements to the extent funds are available in Phase One, Project 92254D of the Project Plan. In order for City to reimburse Developer for Project Costs for Public Improvements in Phase One, Project 92254D of the Project Plan, Developer shall provide proof of completion and proof of payment in a form reasonably acceptable to the City. Procedures for reimbursement from the City are attached as Exhibit H.
- 4.9 The City and Developer shall cooperate and coordinate their activities with respect to the commencement and construction of the Public Improvements so that the commencement and construction of the Public Improvements shall occur at such times as are necessary to meet the construction time requirements of Developer for Developer's Project. The parties agree to jointly prepare (and update from time to time as necessary) a construction schedule of the Public Improvements in order to help implement the parties' obligations. Such schedule, when completed, (and as updated) shall become Exhibit G to this Agreement.

ARTICLE V.
DEVELOPER OBLIGATIONS

- 5.1 In accordance with the design in Exhibit B, as approved or amended by the City Planning and Zoning Commission, and in accordance with Phase One, Project 92254D of the Project Plan, as amended and recommended by the Board of Directors of the North Overton Tax Increment Financing Reinvestment Zone and approved by the City Council of the City of Lubbock, the Developer agrees to construct "American Campus Communities – Overton Park" before October 1, 2017.
- 5.2 In accordance with the map and design in Exhibits A and B and in accordance with Phase One, Project 92254D of the Project Plan, as amended and recommended by the Board of Directors of the North Overton Tax Increment Financing Reinvestment Zone and approved by the City Council of the City of Lubbock (the "Phase One Project"), the Developer agrees to construct and participate in the actual cost of construction of the Public Improvements in the amount shown in the attached "Exhibit E." Prior to construction the plans and the construction contract shall be reviewed and approved by the City, which approval shall not be unreasonably withheld. Developer shall be responsible for construction of the landscaping in the Parkway adjacent to Glenna Goodacre Boulevard and Mac Davis Lane and the softscape, including the irrigation, in the Parkway along Avenue V, in accordance with the Design Guidelines, as modified (and hereby approved) in the landscape design,

illustrated in Exhibit B. It is acknowledged by the parties that the Design Guidelines require oversizing of these improvements in the right-of-way beyond those required elsewhere in the City.

- 5.3 Developer agrees to make available to the City for inspection all of its books and records related to the Public Improvements constructed for the Developer's Project and to allow the City access to the Developer's Project during construction for the purpose of periodic inspection of the construction work.
- 5.4 Developer agrees to cooperate with the City with respect to amending this Agreement and constructing the Public Improvements in the Parkway adjacent to Avenue V if the funds become available in the Tax Increment Fund at some future date for this purpose.
- 5.5 Developer acknowledges that City will be issuing debt backed by revenue in the Tax Increment Fund to fund the Public Improvements referenced in this Agreement, and Developer therefore agrees that the Developer's Project located between Glenna Goodacre Boulevard and Mac Davis Lane and west of Avenue V shall not be sold or transferred to any entity that does not pay property taxes for the Project Property for a period of twenty years from the date of this Agreement. If, during the 20-year period, the Project Property is sold to an entity that does not pay property taxes, Developer agrees to pay into the Tax Increment Fund a sum equal to the amount of increment that would have been generated by that property over the remainder of the twenty year period at the effective tax rate on the date of the sale.
- 5.7 Developer or Developer's contractor and/or subcontractors shall execute a performance bond for the construction of the Public Improvements to be constructed by Developer to ensure completion thereof and payment therefor as required by Section 212.073 of the Texas Local Government Code as a constituent portion of the Project Costs.

ARTICLE VI.
FORCE MAJEURE

- 6.1 It is expressly understood and agreed by the parties to this Agreement that if the substantial completion of the construction of any Public Improvements contemplated hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities or their contractors, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or its or their contractors, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated shall be excused from performing during such period of delay, so that the time period applicable to the design or construction requirement shall be extended for a period of time equal to the period the party was delayed.

ARTICLE VII.
TERM

- 7.1 The term of this Agreement shall begin on the date of execution and end upon the earlier of (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; or (b) the expiration of the term of the North Overton Tax Increment Financing Reinvestment Zone which is currently scheduled to expire on December 31, 2031; provided however, that the obligations of City to apply or pay portions of the Tax Increment Fund which has/have accrued during the term of the North Overton Tax Increment Financing Reinvestment Zone but which is not collected until subsequent to the expiration of the term toward unreimbursed Project Costs pursuant to this Agreement shall survive.

ARTICLE VIII.
INSURANCE

- 8.1 Developer agrees to obtain or cause its contractors and/or subcontractors to obtain comprehensive liability insurance satisfactory to the City (including workers' compensation or a self-insurance plan in lieu thereof) as set forth in "Exhibit I" which names the City and the Board of Directors for the TIF District as additional insureds, due to any damage, injury, or death attributed to the Developer or its Contractors or subcontractors while

completing the Public Improvements in which there is Direct City Participation.

ARTICLE IX.
INDEMNITY

- 9.1 Developer agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of or be occasioned by Developer's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Developer, its officers, agents, associates, employees, contractors or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability to the extent resulting from the negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Developer and City, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

ARTICLE X.
AUTHORITY TO BIND

- 10.1 The City represents and warrants to Developer that the City has full constitutional and lawful right, power, and authority, under currently applicable law to execute and deliver and perform the terms and obligations of this Agreement, and all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.
- 10.2 Developer hereby represents and warrants to the City that Developer has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of Developer. Concurrently with Developer's execution of this Agreement, Developer has delivered to the City copies of the resolutions

or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of Developer to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions.

ARTICLE XI.
DEFAULT

- 11.1 A default shall exist if any party fails to perform or observe any material covenant contained in this Agreement, or if the representation provided for in Article X is not true or correct. A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default by the defaulting party, or with the giving of notice or passage of time, or both would constitute a default by defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action if any, the notifying party requires with respect to curing the default.
- 11.2 If a default shall occur and continue, after thirty (30) days written notice to cure default, or such longer period of time as may be reasonably required to cure such default for so long as the defaulting party has, within said thirty (30) day period, commenced action reasonably calculated to effectuate such cure and thereafter continues to diligently prosecute the same to completion in a commercially reasonable manner, the non-defaulting party may, at its option terminate this Agreement or pursue any and all remedies it may be entitled to in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party.

ARTICLE XII.
FEDERAL FUNDING

- 12.1 The City represents and warrants to Developer that no federal funds or federally assisted project activities as administered by or under the control of the City are involved in the Phase One Project at this time. City further agrees that it does not have any intention or plans to participate in the future in any federally assisted project activities in the North Overton Tax Increment Finance Reinvestment Zone.

- 12.2 Developer represents and warrants to City that Developer has no federal funds involved in the Phase One Project at this time. Developer further agrees that it will not in the future participate in any federally assisted project activities in the North Overton Tax Increment Finance Zone.

ARTICLE XIII.
NOTICES

- 13.1 Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mails by certified letter, postage prepaid, return receipt requested, addressed to the recipient at the 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.

- 13.2 If intended for City, notice shall be sent to:

City Manager
City of Lubbock
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457

- 13.3 If intended for Developer, notice shall be sent to:

ACC OP (Tract 6) LLC
12700 Hill Country Boulevard
Suite T-200
Austin, Texas 78738

ARTICLE XIV.
VENUE AND GOVERNING LAW

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

ARTICLE XV.
ATTORNEY FEES

- 15.1 Developer and City expressly agree that in the event of any litigation arising between the parties to this Agreement that each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorneys' fees regardless of the outcome of the litigation.

ARTICLE XVI.
LEGAL CONSTRUCTION

- 16.1 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

ARTICLE XVII.
COUNTERPARTS

- 17.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ARTICLE XVIII.
SUCCESSORS AND ASSIGNS

- 18.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned by Developer without prior City Council approval, which approval shall not be unreasonably withheld. City hereby approves the assignment by Developer of all its right, title, interest, obligations and liabilities to any related entity that hereafter acquires the Project Property.

ARTICLE XIX.
ENTIRE AGREEMENT

19.1 This Agreement embodies the complete agreement of the parties hereto as it relates to the Public Improvements in Phase One, Project 92254D, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED in duplicate and effective as of the ____ day of _____, 2012.

CITY OF LUBBOCK

ACC OP (Tract 6) LLC


TOM MARTIN, MAYOR


By: JONATHAN GRAF, VP

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock,
Director of Fiscal Policy

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

EXHIBIT A

MAP

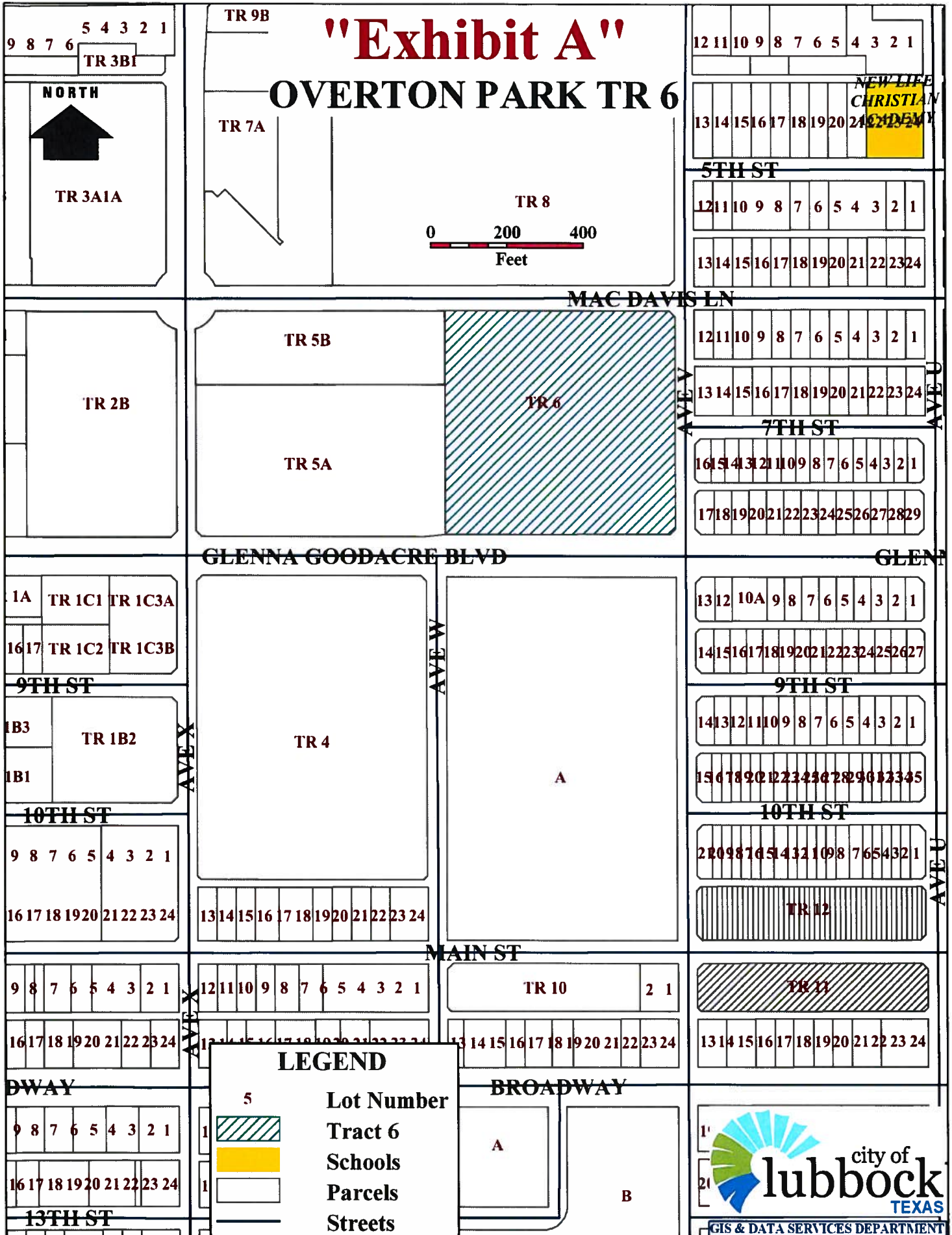
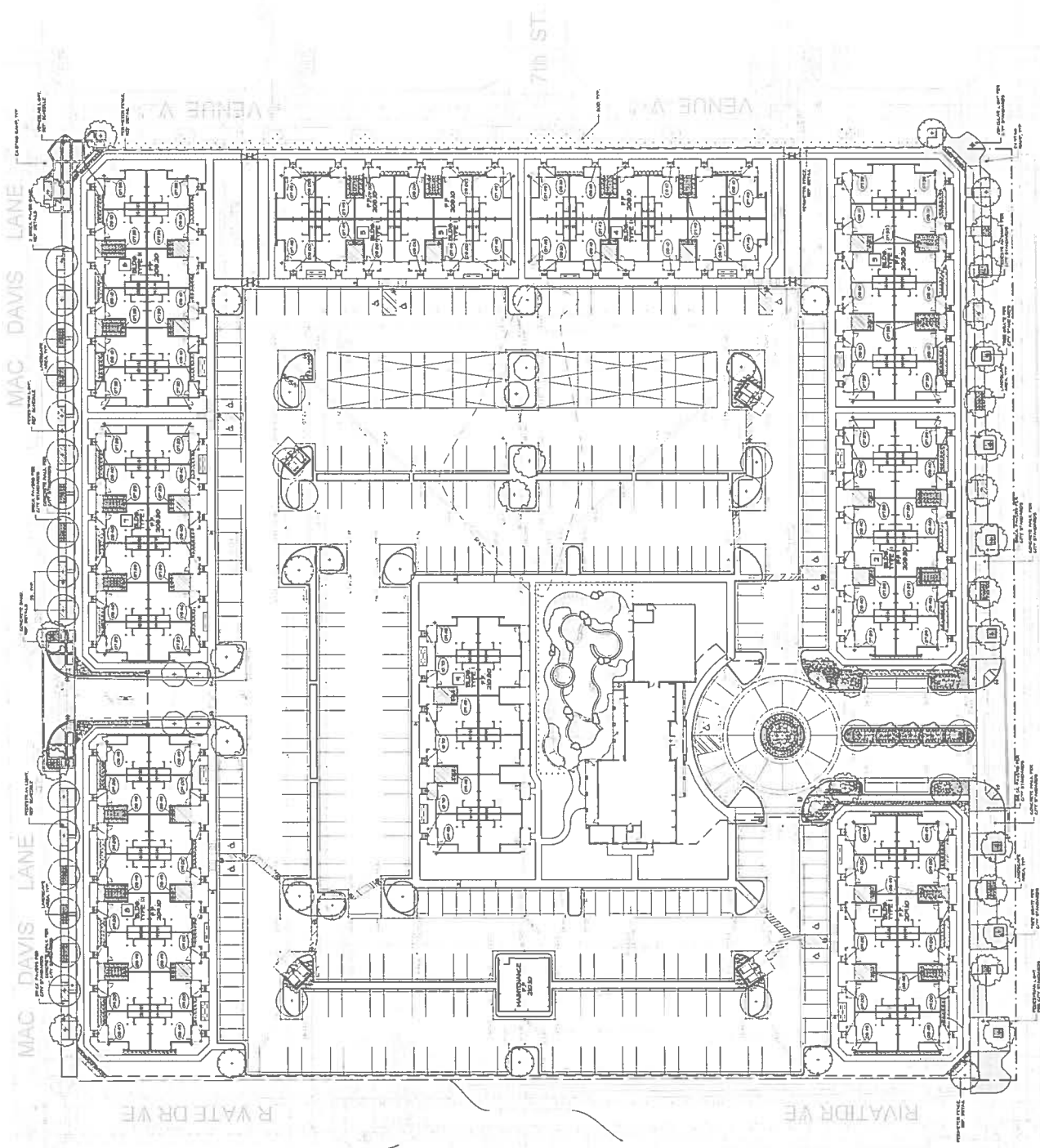
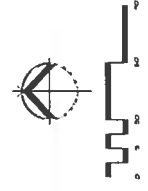


EXHIBIT B

DESIGN



MAC DAVIS LANE

MAC DAVIS LANE

7th ST.

RIVA DRIVE

RIVA DRIVE

GLENNA GOODACRE BLVD.

GLENNA GOODACRE BLVD.

ACC LUBBOCK - TRACT 6

**City of Lubbock, TX
Capital Project
Project Cost Detail
May 3, 2012**

Capital Project Number: 92254
 Capital Project Name: North Overton TIF Public Improvements

	Budget
<i>Encumbered/Expended</i>	
Chipotle's Mexican Grill Development Agreement - Tract 1C-1	\$ 43,485
McCanton Wood Water Loop Agreement - Tract 1C-1	22,000
LKM Matador Development Agreement - Tract 1B-2	161,765
Gold Properties, LLC Development Agreement - Tract 1C-3A	57,535
Tract 18 - Glenna Goodacre Boulevard	58,000
Public improvements	5,906
City of Lubbock Staff Time	396
 <i>Agenda Item May 3, 2012</i>	
ACC OP (Tract 6) Contract	93,000
<i>Encumbered/Expended to Date</i>	442,087
 <i>Estimated Costs for Remaining Appropriation</i>	
Public Infrastructure Improvements	304,944
<i>Remaining Appropriation</i>	304,944
Total Appropriation To Date	\$ 747,031

Managing Department **Business Development**

Project Manager **Rob Allison**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Construction of public improvements in the right-of-way for the remaining undeveloped tracts. Also included in the project is the repair or replacement of public improvements in the right of way for already developed areas, such as the relocation and replacement of bollards on Glenna Goodacre Boulevard and any other replacement of the original construction that is needed.

Project Justification

The project is part of the ongoing redevelopment in the North Overton TIF to replace 70-year old infrastructure.

Project History

\$65,485 was appropriated in FY 2010-11 Budget Amendment No. 1, Ord. No. 2010-O0080, October 28, 2010.

\$161,765 was appropriated in FY 2010-11, Budget Amendment No. 5, Ord. No. 2011-O0010, February 10, 2011.

\$519,782 was appropriated in FY 2010-11, Budget Amendment No. 12, Ord. No. 2011-O0059, July 14, 2011.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
Construction	747,031	0	0	0	0	0	0	747,031
Total Project Appropriation	747,031	0	0	0	0	0	0	747,031

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
FY 2007 TIF Revenue CO's	29,175	0	0	0	0	0	0	29,175
FY 2008 TIF Revenue CO's	676,105	0	0	0	0	0	0	676,105
FY 2009 TIF Revenue CO's	41,731	0	0	0	0	0	0	41,731
FY 2010 TIF Revenue CO's	20	0	0	0	0	0	0	20
Total Funding Sources	747,031	0	0	0	0	0	0	747,031

Operating Budget Impact	Unappropriated Planning Years						Total Impact
	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0



Regular City Council Meeting

5. 6.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0018 Consider an ordinance abandoning and closing two LP&L underground utility easements, a portion of an underground utility easement, and an LP&L electrical transmission line manhole easement located in Fiesta Autoland Addition, 4801 South Loop 289.

Item Summary

On March 6, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes two LP&L underground utility easements, a portion of an underground utility easement, and an LP&L electrical transmission line manhole easement located in Fiesta Autoland Addition. The easements are no longer needed due to new development on the tracts.

Lubbock Power & Light and all utility companies are in agreement with the closures.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - LP&L Easement Closure - Fiesta

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO LP&L UNDERGROUND UTILITY EASEMENTS, A PORTION OF AN UNDERGROUND UTILITY EASEMENT, AND ONE LP&L ELECTRICAL TRANSMISSION LINE MANHOLE EASEMENT LOCATED IN FIESTA AUTOLAND ADDITION TO THE CITY OF LUBBOCK, 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 attached Exhibit "A", "B", "C", "D".

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.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



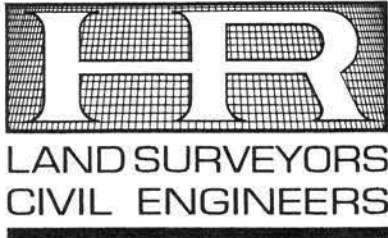
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

A&C-Easements-Fiesta Autoland Addn.ord 2.10.12



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



Legal Description of Easement to be Closed

METES AND BOUNDS DESCRIPTION of a portion of an underground utility easement as granted by plat recorded in Volume 1486, Page 288, Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South right-of-way line of Loop 289, same being the original Northwest corner of Lot 4, Fiesta Autoland Center, an addition to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in Volume 1363, Page 129 of the Deed Records of Lubbock County, Texas;

THENCE South, along the West line of said Lot 4, a distance of 562.36 feet to a point, whence a set 60d nail with washer bears S. 89°56'00" E., a distance of 5.00 feet;

THENCE N. 89°56'00" W., a distance of 20.00 feet to a point;

THENCE North, a distance of 537.81 feet to a point;

THENCE N. 36°00'00" W., a distance of 16.18 feet to a point;

THENCE N. 72°00'00" W., a distance of 196.00 feet to a point of intersection in the East right-of-line of 69th Street;

THENCE Northeasterly, along the East right-of-way line of said 69th Street, along a curve to the left, said curve having a radius of 314.00 feet, a central angle of 00°54'45", tangent lengths of 2.50 feet and a chord distance of 5.00 feet to a 3/8" iron rod with cap found at a point of reverse curvature;

THENCE Northeasterly, continuing along said East right-of-way line, along a curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'00", tangent lengths of 15.00 feet and a chord distance of 21.21 feet to a 1/2" iron rod with cap found in the South right-of-way line of Loop 289 at a point of tangency;

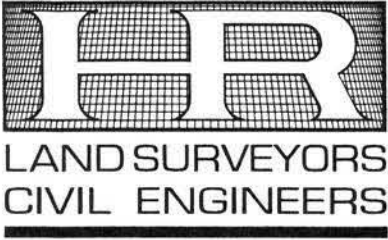
THENCE S. 72°00'00" E., along said South right-of-way line, a distance of 205.50 feet to the Point of Beginning.

Bearings relative to the South right-of-way line of Loop 289 being previously recognized as S. 72°00'00" E.

Contains: 0.353 Acres

Brent Carroll
Registered Professional
Land Surveyor No. 5140
State of Texas
October 27, 2011



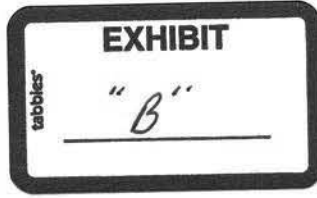


HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891

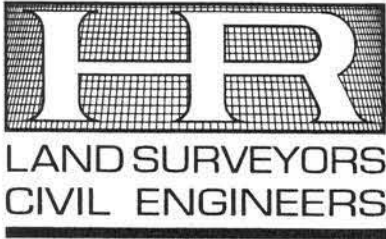
TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



Legal Description of Easement to be Closed

All of that Underground Utility Easement as granted to Southwestern Public Service Company as described in Volume 1448, Page 144, Deed Records of Lubbock County, Texas.



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891

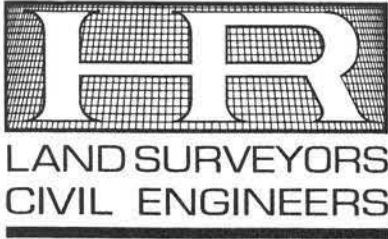
TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



Legal Description of Easement to be Closed

All of that Electrical Transmission Line Manhole Easement as granted to the City of Lubbock as described in Volume 1572, Page 826, Deed Records of Lubbock County, Texas.



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891

TEXAS REGISTERED ENGINEERING FIRM F-760

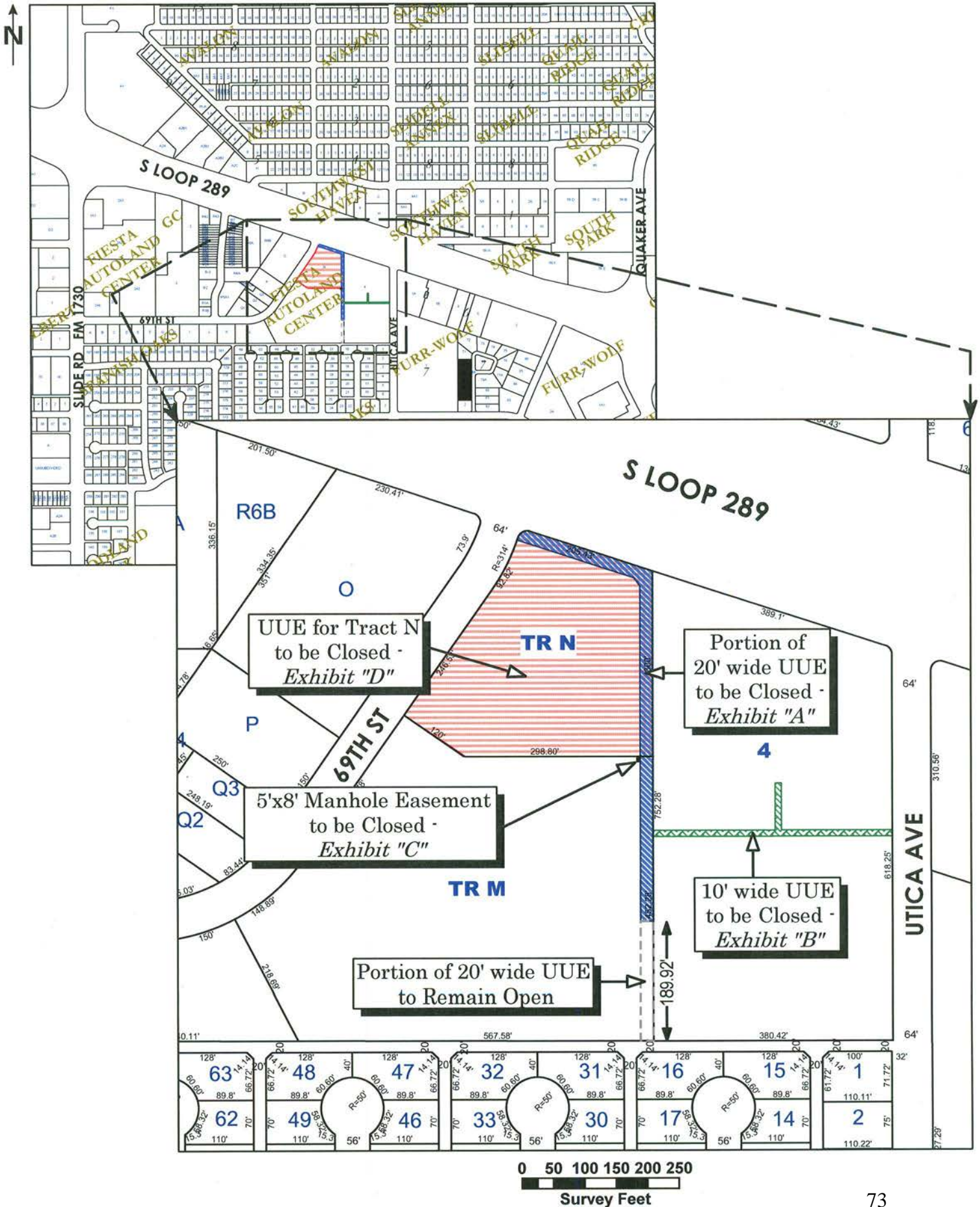
TEXAS LICENSED SURVEYING FIRM 100676-00



Legal Description of Easement to be Closed

All of that Underground Utility Easement as granted to Southwestern Public Service Company as described in Volume 1617, Page 323, Deed Records of Lubbock County, Texas.

**Proposed Closing of 2 Underground Utility Easements, 1 Manhole Easement,
and a Portion of an Underground Utility Easement
Located in Tract M, Tract N and Lot 4, Fiesta Autoland Center Addition**





Regular City Council Meeting

5. 7.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0035 Consider an ordinance abandoning and closing a 20-foot wide ingress-egress easement located in Section 2, Block J-S, Lubbock County, Texas, 6024 3rd Street.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a 20-foot wide ingress-egress easement located on the east 20-feet of Lot 72, Shadow Hills Villas Addition. The easement was granted prior to lot 72 being platted for the purpose of vehicular ingress and egress to a 10-foot sewer line easement on the north side of the lots. The easement is no longer needed.

Public Works Engineering is in agreement with the easement closure.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Shadow Hills Villas

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT WIDE INGRESS-EGRESS EASEMENT LOCATED IN SECTION 2, BLOCK J-S, 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 easement as hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use, 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 easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described as follows:

METES AND BOUNDS DESCRIPTION of a 20-foot easement located in Section 2, Block J-S, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1 ½" rod set with cap which bears S. 89° 58 min. 21 sec. W. 2237.31 feet and North 666.72 feet from the Southeast corner of Section 2, Block J-S, Lubbock County, Texas;

THENCE Northwesterly, around a curve to the left, said curve having a radius of 673.27 feet, a central angle of 01° 42 min. 08 sec., tangent lengths of 10.00 feet and a chord distance of 20.00 feet to a point;

THENCE N. 05° 50 min. 19 sec. E. a distance of 63.28 feet to a point;

THENCE North a distance of 131.00 feet to a point;

THENCE N. 75° 05 min. E. a distance of 20.00 feet to a ½" rod with cap;

THENCE South a distance of 137.35 feet to a ½" rod set with cap;

THENCE S. 05° 50 min. 19 sec. W. a distance of 64.00 feet to the Point of Beginning.

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.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

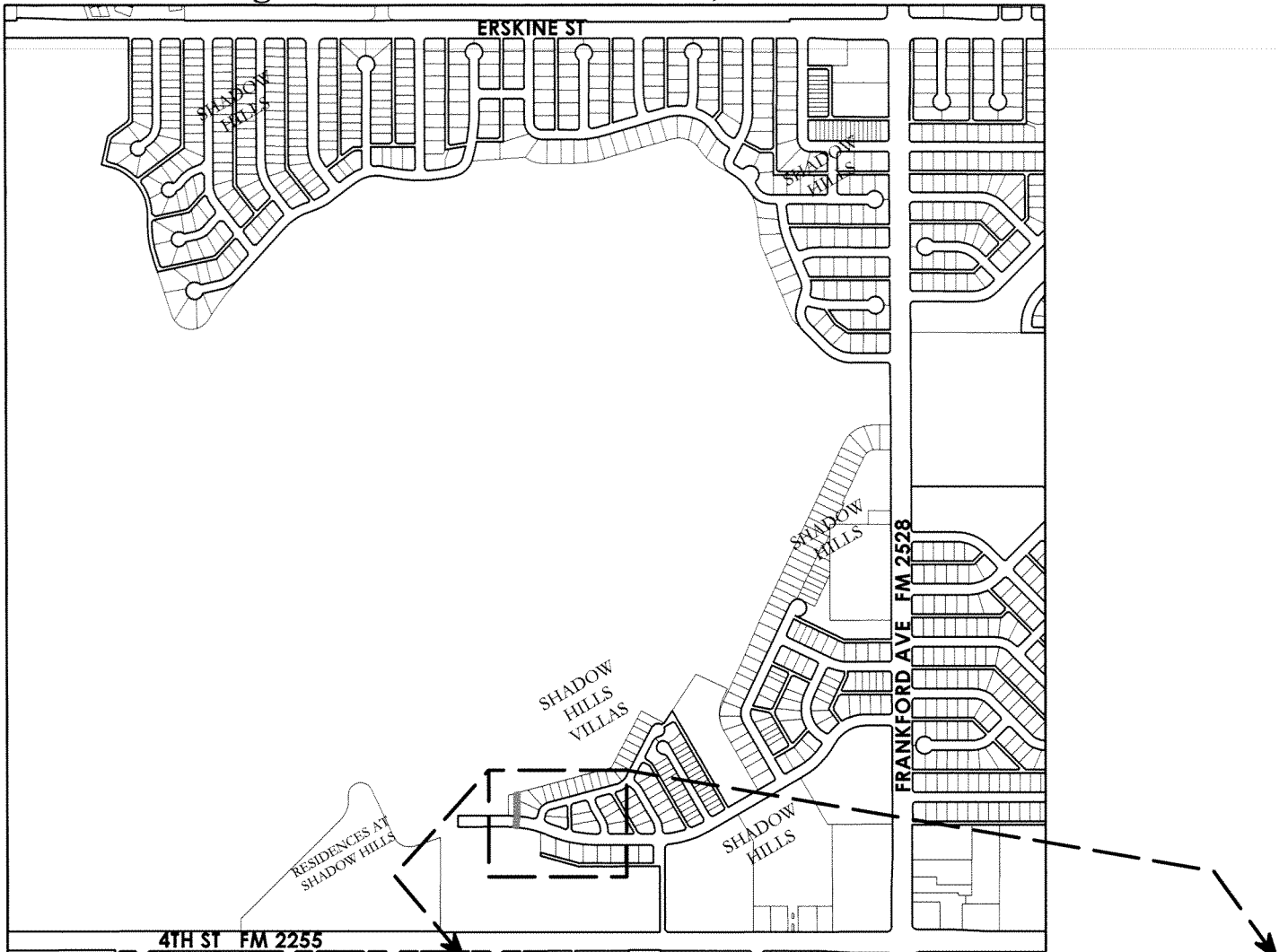
APPROVED AS TO FORM:



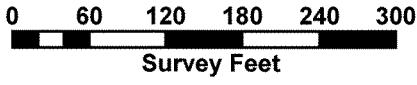
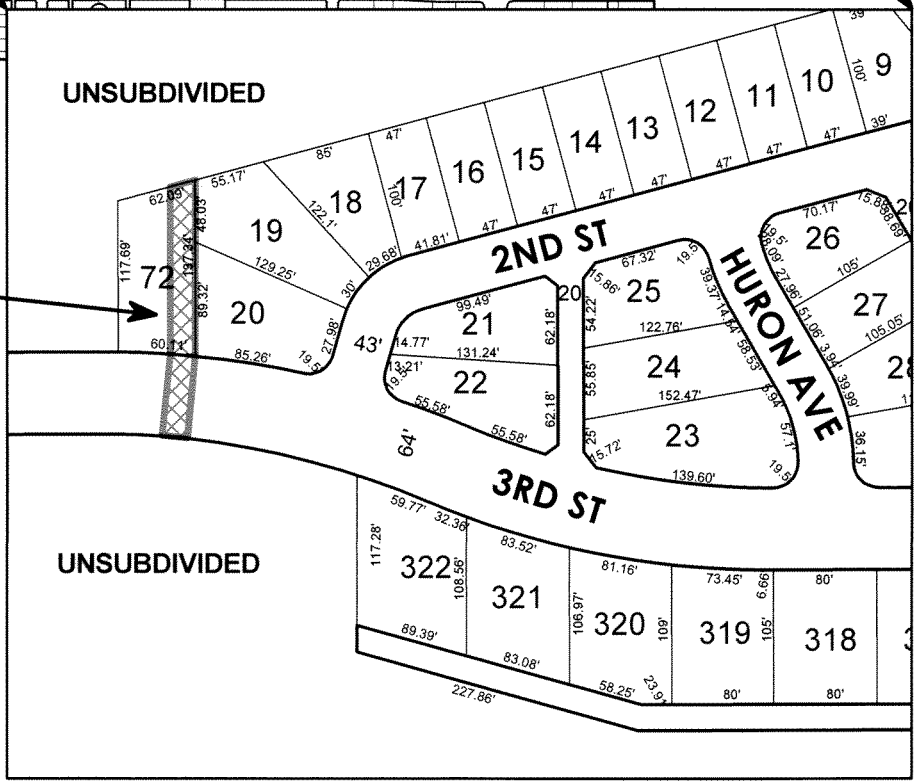
Chad Weaver, Assistant City Attorney

gs/ccdocs/A&C-Shadow Hills Villas Addn.ord
April 3, 2012

Proposed Closing of a 20' Wide Ingress-Egress Easement Located Along the Eastern Side of Lot 72, Shadow Hills Villas Addition



20' Ingress-Egress Easement to be Closed





Regular City Council Meeting

5. 8.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0036 Consider an ordinance abandoning and closing a drainage easement located out of tract 2-A-1, Niraj Investments, LLC, Addition, 903 65th Street.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a drainage easement located out of Tract 2-A-1, Niraj Investments, LLC Addition, which is west of I-27 and north of 66th Street. The easement is no longer needed due to new development on the property. A new drainage easement will be dedicated with the re-plat.

Public Works Engineering is in agreement with the easement closure.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Niraj Investments - Drainage Easement

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT, LOCATED IN TRACT 2-A-1, NIRAJ INVESTMENTS, LLC ADDITION TO THE CITY OF LUBBOCK, 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 easement as hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use, 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 easement 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 as follows:

All of that DRE granted by the plat of Tract 2-A-1, a replat of Tract 2-A, Niraj Investments LLC Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2009037744, Official Public Records of Lubbock County, Texas.

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.

TOM MARTIN, MAYOR

ATTEST:

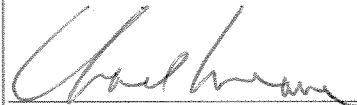
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



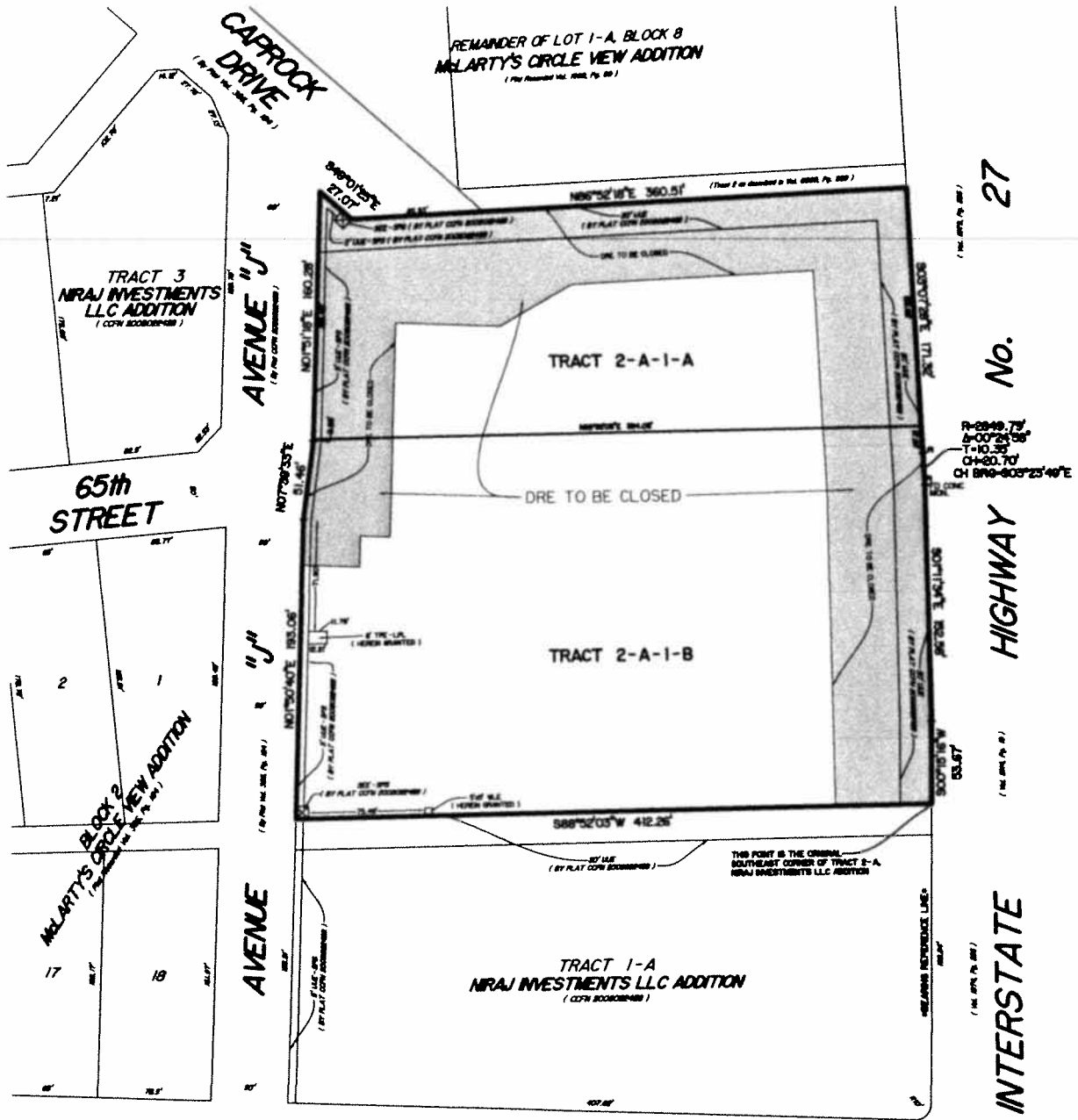
Chad Weaver, Assistant City Attorney

A&C-DEasement,Niraj Investments LLC.ord 1.10.12

TRACTS 2-A-1-A and 2-A-1-B,
A REPLAT OF TRACT 2-A-1

NIRAJ INVESTMENTS LLC ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS



66th STREET
(Adjusted 40' By Plat No. 390, Pg. 89)

LOT 2-A
SOUTH LOOP ADDITION

Proposed Closing of a Drainage Easement
Located in Tract 2-A-1, Niraj Investments LLC Addition





Regular City Council Meeting

5.9.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0037 Consider an ordinance abandoning and closing two right-of-way street stubs located on the south side of 96th Street in Section 27, Block AK, Lubbock County, Texas.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes two right-of-way street stubs on the south side of 96th street west of Quincy Avenue. The street stubs are no longer needed for street right-of-way due to new development in the area. The requestor of the closure is the original dedicator of the street area being closed. There will be no charge for the closure.

All utility companies and Public Works Engineering are in agreement with the closures.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - ROW Close Str - Quincy Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO STREET RIGHT OF WAY STUBS IN SECTION 27, BLOCK AK, 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 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 attached Exhibits "A" and "B".

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

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

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

AND IT IS SO ORDERED.

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

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

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

sj: A&C-Street ROW-Section 27, Blk AK Ordinance
April 2, 2012

**DESCRIPTION OF A
0.0231 ACRE TRACT OF LAND SITUATED IN
QUINCY PARK, LOTS 214 THROUGH 264,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS**

DESCRIPTION OF A 0.0231 ACRE (1005 SQUARE FEET) TRACT OF LAND SITUATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF QUINCY PARK, LOTS 214 THROUGH 264, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN COUNTY CLERK'S FILE NUMBER 2010020659 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 0.0231 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION IN THE SOUTH RIGHT-OF-WAY LINE OF 96TH STREET AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27 BEARS S. 01° 58' 32" W. A DISTANCE OF 615.15 FEET AND N. 88° 00' 08" W. A DISTANCE OF 1362.56 FEET;

THENCE S. 46° 58' 32" W., ALONG THE SOUTH PLAT LIMITS OF SAID QUINCY PARK, A DISTANCE OF 21.21 FEET TO A POINT OF INTERSECTION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 01' 28" W., ALONG THE SOUTH PLAT LIMITS OF SAID QUINCY PARK, A DISTANCE OF 52.00 FEET TO A POINT OF INTERSECTION FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 43° 01' 28" W., ALONG THE SOUTH PLAT LIMITS OF SAID QUINCY PARK, A DISTANCE OF 21.21 FEET TO A POINT OF INTERSECTION FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 01' 28" E. A DISTANCE OF 82.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE, NAD83 (CORS96), MEASURED ALONG THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE. AS MONUMENTED ON THE GROUND. CONVERGENCE ANGLE = 701° 53' 40" (TO GEODETIC BEARINGS).

I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

SURVEYED FEBRUARY 16, 2012

NORRIS STEVENS
R.P.L.S. 4339

SURVEYOR'S REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

EXHIBIT

"B"

**DESCRIPTION OF A
0.0069 ACRE TRACT OF LAND SITUATED IN
QUINCY PARK, LOTS 214 THROUGH 264,
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS**

DESCRIPTION OF A 0.0069 ACRE (300 SQUARE FEET) TRACT OF LAND SITUATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF QUINCY PARK, LOTS 214 THROUGH 264, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN COUNTY CLERK'S FILE NUMBER 2010020659 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 0.0069 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT OF INTERSECTION IN THE SOUTH RIGHT-OF-WAY LINE OF 96TH STREET AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27 BEARS S. 01° 58' 32" W. A DISTANCE OF 615.36 FEET AND N. 88° 00' 08" W. A DISTANCE OF 1902.56 FEET;

THENCE S. 46° 58' 32" W., ALONG THE SOUTH PLAT LIMITS OF SAID QUINCY PARK, A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 01' 28" W., ALONG THE SOUTH PLAT LIMITS OF SAID QUINCY PARK, A DISTANCE OF 20.00 FEET TO A POINT OF INTERSECTION FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 43° 01' 28" W., ALONG THE SOUTH PLAT LIMITS OF SAID QUINCY PARK, A DISTANCE OF 14.14 FEET TO A POINT OF INTERSECTION FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 01' 28" E. A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE, NAD83 (CORS96), MEASURED ALONG THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE, AS MONUMENTED ON THE GROUND. CONVERGENCE ANGLE = 701° 53' 40" (TO GEODETIC BEARINGS).

I, NORRIS STEVENS, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

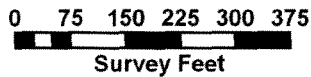
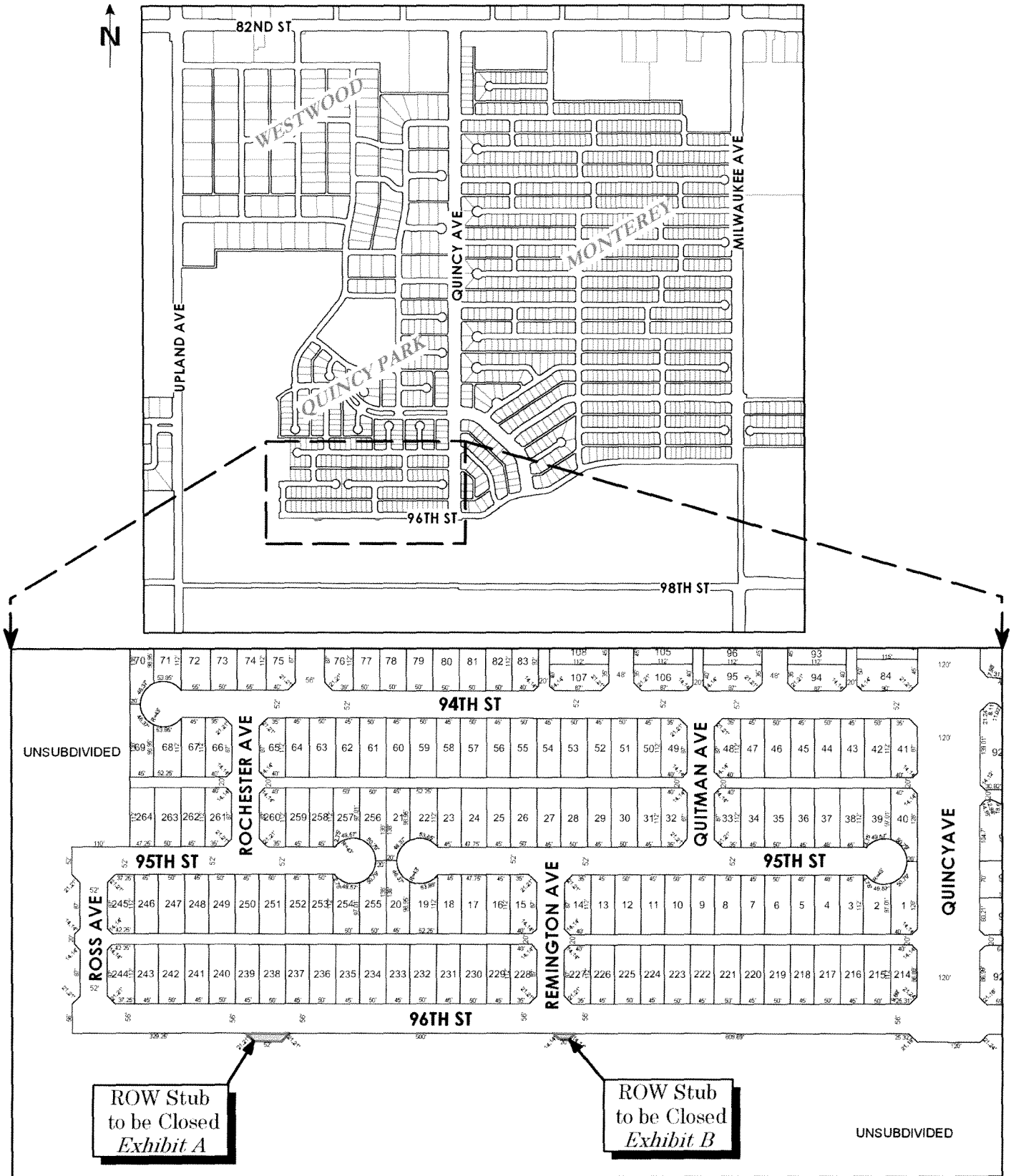
SURVEYED FEBRUARY 16, 2012

NORRIS STEVENS
R.P.L.S. 4339

SURVEYOR'S REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

Proposed Closing of 2 Right-of-Way Stubs Along the South Side of 96th Street and West of Quincy Avenue





Regular City Council Meeting

5. 10.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0038 Consider an ordinance abandoning and closing a portion of 7th Street and the alley in Block 61, Overton Addition, and certain easements located in Lots 1-16, Block 4, Overton Park, 2124 7th Street.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a portion of 7th Street and alley in Block 61, Overton Addition, and certain easements in lots 1-16, Block 4, Overton Park, between Avenue V and Avenue U. The closure is due to new development in this area. The requestor of the closure is not the original dedicator of the street and alley being closed. Therefore, there is a charge for the closure.

The total street area being closed is 35,716 square foot. The Right-of-Way Department has valued the closure at \$1.00 per square foot for a total of \$35,716. In the closure process 7th Street will be re-dedicated as a drainage easement for a 50% credit. The total due for 7th Street closure is \$17,858.

The total alley area being closed is 12,005 square feet. The Right-of-Way Department has also valued the closure at \$1.00 per square foot for a total of \$12,005.

Therefore total cost to close 7th street and the alley is \$29,863.

All utility companies are in agreement with this street and alley closure.

Fiscal Impact

\$29,863 revenue to the General Fund.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Abandon and Close Portion 7th Street and Alley Block 61 Overton

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF 7TH STREET AND ALLEY IN BLOCK 61, OVERTON ADDITION AND CERTAIN EASEMENTS IN LOTS 1-16, BLOCK 4, OVERTON PARK 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 street and alley portions and easements as hereinafter described in the body of this Ordinance are no longer needed for street, alley and easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for street, alley, and 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 street and alley portions and easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for street, alley and easement purposes and for public use, such street, alley and easements being more particularly described in attached Exhibit "A", "B", and "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.

TOM MARTIN, MAYOR

ATTEST:

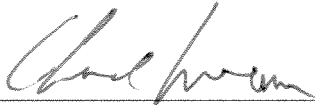
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



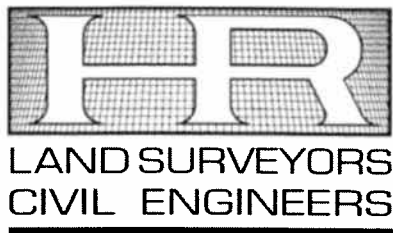
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

Ord.Overton Park Addn-Lots 1-16,Blk4
4.17.12

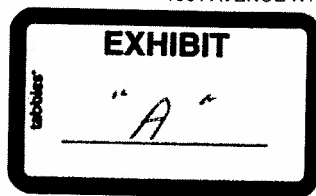


HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891

TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



METES AND BOUNDS DESCRIPTION of a portion of 7th Street located between Avenue "U" and Avenue "V" in the Overton and Overton Park Additions to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East right-of-way line of Avenue "V" at the Southwest corner of Lot 13, Block 61, Overton Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 18, Page 610, Deed Records of Lubbock County, Texas;

THENCE N. 89°53'27" E., along the North right-of-way line of 7th Street a distance of 595.30 feet to a 1/2" iron rod with cap set;

THENCE S. 00°05'05" E. a distance of 75.00 feet to a 1/2" iron rod with cap found at the Easternmost Northeast corner of Lot 1, Block 4, Overton Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in County Clerk File Number 2007021289, Official Public Records of Lubbock County, Texas, same being a point in the South right-of-way line of 7th Street;

THENCE N. 45°05'49" W., along the South right-of-way line of 7th Street, a distance of 21.21 feet to a 1/2" iron rod with cap found in the South right-of-way line of 7th Street;

THENCE S. 89°53'27" W., continuing along the South right-of-way line of 7th Street, a distance of 565.27 feet to a 1/2" iron rod with cap found in the South right-of-way line of 7th Street;

THENCE S. 44°53'24" W., continuing along the South right-of-way line of 7th Street, a distance of 21.21 feet to a 1/2" iron rod with cap found in the East right-of-way line of Avenue "V" at the Westernmost Northwest corner of Lot 16, Block 4, said Overton Park;

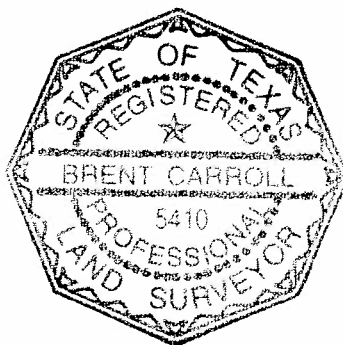
THENCE N. 00°06'39" W., along the East right-of-way line of Avenue "V", a distance of 75.00 feet to the Point of Beginning.

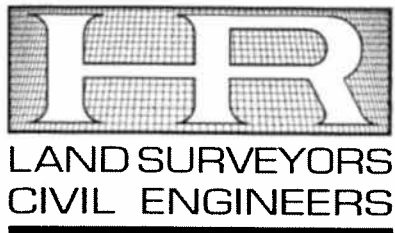
CONTAINS: 35,941* square feet
* includes 225 square feet previously dedicated by McCanton Wood Ltd. by plat of Blocks 1-4, Overton Park

Bearings are relative to the recorded final plat of 1-21, Block 1, Lots 1-35, Block 2, Lots 1-27, Block 3 and Lots 1-29, Block 4, Overton Park an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 10379, Page 203 and amended under County Clerk File No. 2007021289 of the Official Public Records of, Lubbock County, Texas.

February 3, 2012

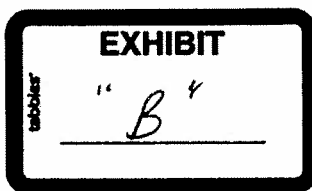
Brent Carroll
Registered Professional Land Surveyor
State of Texas No. 5410





HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00



METES AND BOUNDS DESCRIPTION of an alley located between Mac Davis Lane, 7th Street, Avenue "U" and Avenue "V" in Overton Addition to the City of Lubbock, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East right-of-way line of Avenue "V" at the Southwest corner of Lot 12, Block 61, Overton Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 18, Page 610, Deed Records of Lubbock County, Texas;

THENCE N. 89°53'27" E., along the North right-of-way line of this alley, a distance of 600.26 feet to a 1/2" iron rod with cap set in the West right-of-way line of Avenue "U" at the Southeast corner of Lot 1, Block 61, said Overton Addition;

THENCE S. 00°06'39" E. along the West right-of-way line of Avenue "U", a distance of 20.00 feet to a 1/2" iron pipe found at the Northeast corner of Lot 24, Block 61, said Overton Addition, same being a point in the South right-of-way line of this alley;

THENCE S. 89°53'27" W., along the South right-of-way line of this alley, a distance of 600.26 feet to a 1/2" iron rod with cap set in the East right-of-way line of Avenue "V" at the Northwest corner of Lot 13, Block 61, said Overton Addition;

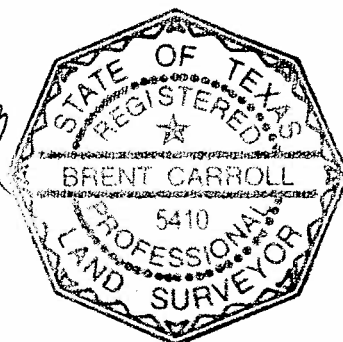
THENCE N. 00°06'39" W., along the East right-of-way line of Avenue "V", a distance of 20 feet to the Point of Beginning.

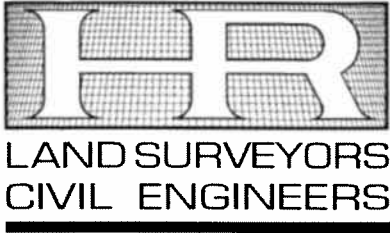
CONTAINS: 12,005 square feet

Bearings are relative to the recorded final plat of 1-21, Block 1, Lots 1-35, Block 2, Lots 1-27, Block 3 and Lots 1-29, Block 4, Overton Park an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 10379, Page 203 and amended under County Clerk File No. 2007021289 of the Official Public Records of, Lubbock County, Texas.

February 3, 2012

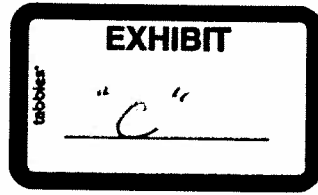
Brent Carroll
Registered Professional Land Surveyor
State of Texas No. 5410





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1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891
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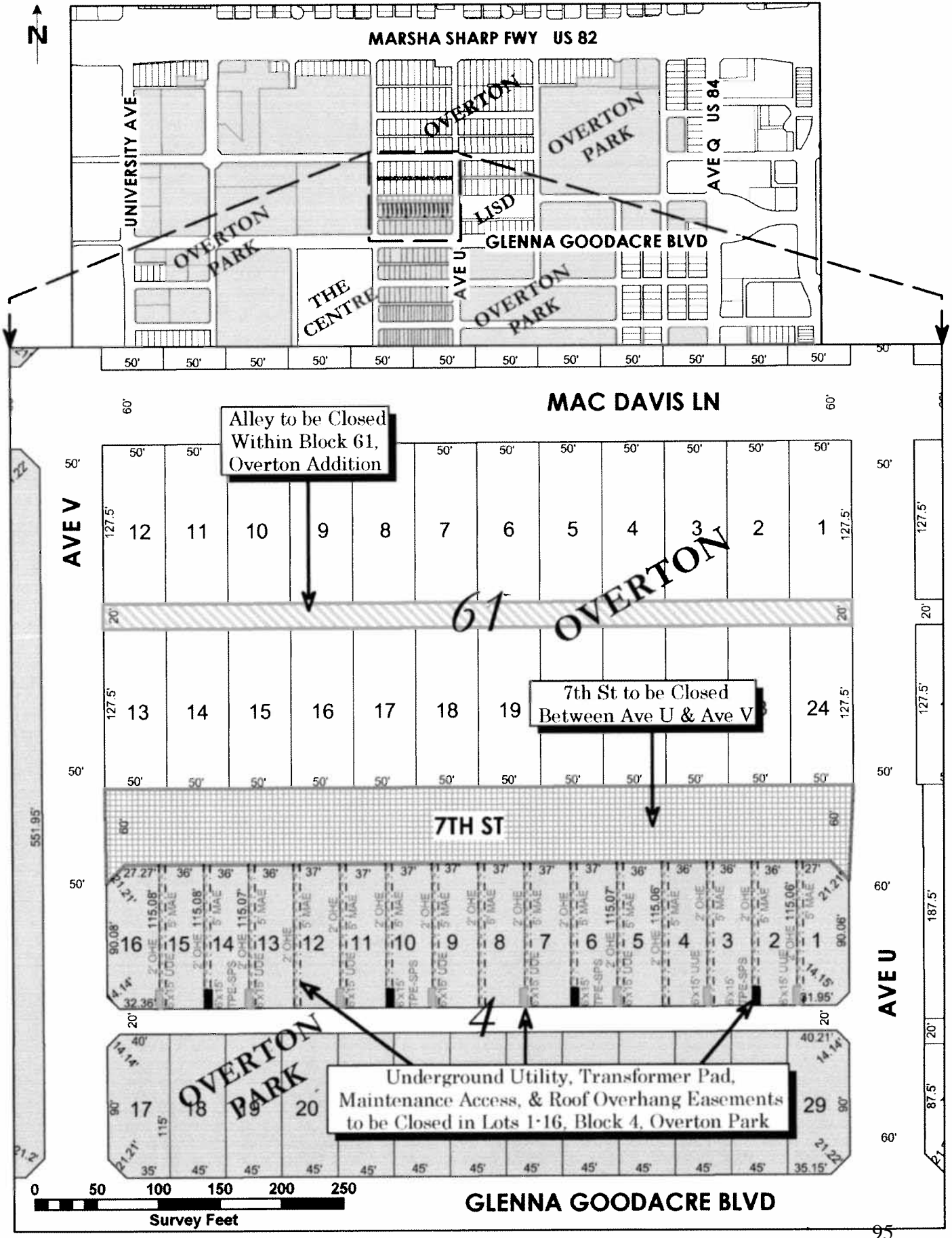


EASEMENTS TO BE CLOSED IN LOTS 1-16, BLOCK 4, OVERTON PARK

All underground utility easements and transformer pad easements situated within Lots 1-16, Block 4, Overton Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in County Clerk File 2001021289, Official Public Records of Lubbock County, Texas

All Roof Overhang Easements and Maintenance Access Easements situated within Lots 1-16, Block 4, Overton Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in County Clerk File 2001021289, Official Public Records of Lubbock County, Texas

Proposed Closing of a Portion of 7th Street Located Between Avenue U & Avenue V,
 an Alley Within Block 61, Overton Addition, and
 All Underground Utility, Transformer Pad, Maintenance Access, and Roof Overhang Easements
 Located in Lots 1-16, Block 4, Overton Park Addition





Regular City Council Meeting

5. 11.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Contract 10764 for with Parkhill, Smith & Cooper, Inc., for design services for the expansion of the Bailey County Well Field.

Item Summary

During the past 20 years, extended drought periods have resulted in a declining water table causing production from existing wells in the Bailey County Well Field to decline from more than 60 million gallons per day (mgd) to approximately 50mgd. There is a need to expand the well field and distribute the well production throughout the well field to increase the production rates and allow the wells to be cycled for recovery periods. The project ensures an adequate production capacity buffer to consistently produce the current 40mgd pipeline capacity while a portion of the well field is inoperable due to maintenance, mechanical interruptions, lightening strikes, etc. The project is consistent with the City of Lubbock Strategic Water Supply Plan.

The contract for professional engineering services includes preliminary design, final design, and bid phase services. The project includes modeling and design of the power distribution system, design of the wells and pumps, design of the water distribution system, and design of the roadway system.

Staff recommends contract award to Parkhill, Smith & Cooper of Lubbock, Texas, for an amount not to exceed \$872,718. The term of the contract is one year.

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

\$13,650,260 is appropriated in Capital Improvement Project No. 91003, Bailey County Well Field Improvements, with \$872,718 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution - Bailey County Well Field Expansion

Contract

CIP Detail Sheet

Detail Sheet - CIP 91003

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement for Engineering Services for the Bailey County Well Field Expansion, by and between the City of Lubbock and Parkhill, Smith & Cooper, 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.

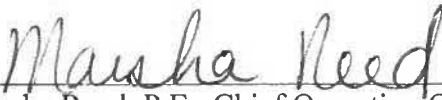
Passed by the City Council on _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Agrmt-PS&C
March 27, 2012

**AGREEMENT
FOR
ENGINEERING SERVICES
(DESIGN AND BID PHASE SERVICES)**

Project # _____

Bailey County Well Field Expansion (Design and Bid Phase Services)

THIS AGREEMENT, between the City of Lubbock, Texas (hereinafter referred to as Owner) and Parkhill, Smith & Cooper, Inc., with principal offices at 4222 85th Street, Lubbock, Texas 79423 (hereinafter referred to as Engineer):

WITNESSETH:

WHEREAS, Owner intends to add 20 new Public Water Supply Wells including all necessary piping, roads and electrical (primary and secondary) work necessary to provide water into the existing well field infrastructure system; and

WHEREAS, Owner requires certain professional engineering services in connection with the Project (hereinafter referred to as the Services); and

WHEREAS, Engineer is prepared and has the ability to provide such Services;

NOW THEREFORE, in consideration of the promises contained herein, the parties hereto agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this Agreement shall be _____. This Agreement shall terminate at the close of business twelve (12) months from the effective date of the Agreement in accordance with the schedule as shown on Exhibit A-2.

ARTICLE 2 - SERVICES TO BE PERFORMED BY ENGINEER

Engineer shall perform the Services described in Attachment A, Scope of Services, which is attached hereto and incorporated by reference as part of this Agreement.

ARTICLE 3 - COMPENSATION

Owner shall pay Engineer for Services in accordance with Attachment B, Compensation, which is attached hereto and incorporated by reference as part of this Agreement. Compensation for Design Phase and Bid Phase Services shall not exceed \$872,718.00 without authorization by City Council.

ARTICLE 4 - STANDARD OF CARE

Engineer shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional engineer under similar circumstances at the same time and in the same locality.

ARTICLE 5 - LIMITATIONS OF RESPONSIBILITY

Engineer shall not be responsible for actual means, methods, techniques, sequences, procedures or safety precautions and programs used in connection with the Project by others. Engineer shall assist the Owner in the administering of its contracts with any vendor or other Project participant in order to fulfill contractual or other responsibilities to the Owner or to comply with federal, state and local laws, ordinances, regulations, rules, codes, orders, criteria and standards.

ARTICLE 6 - OPINIONS OF COST AND SCHEDULE

Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over contractors', subcontractors' or vendors' methods of determining prices, or over competitive bidding or market conditions, Engineer's opinion of cost shall be made on the basis of qualifications and experience as a professional engineer.

Since Engineer has no control over the resources provided by others to meet contract schedules, Engineer's forecast schedules shall be made on the basis of qualifications and experience as a professional engineer. Engineer cannot and does not guarantee that proposals, bids or actual Project costs will not vary from his opinions of cost or that actual schedules will not vary from his forecast schedules.

ARTICLE 7 - LIABILITY AND INDEMNIFICATION

7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and the Engineer's fee for the Services, and in consideration of the promises contained in this Agreement, Engineer agrees to provide the indemnities set forth herein.

7.2 Indemnification. 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 or arising from Engineer's negligent acts, errors, or omissions. The indemnity provided herein shall survive the expiration or termination of this Agreement for a period not to exceed three years.

7.3 Employee Claims. Engineer shall indemnify Owner against legal liability for damages arising out of claims by Engineer's employees. Owner shall indemnify Engineer against legal liability for damages arising out of claims by Owner's employees to the extent permitted by law.

7.4 Survival. Upon completion of all services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive.

ARTICLE 8 - INDEPENDENT CONTRACTOR

Engineer undertakes performance of the Services as an independent contractor and shall be wholly responsible for the methods of its own performance and that of its subcontractors, agents and employees. Owner shall have no right to supervise the methods used, but Owner shall have the right to observe such performance. Engineer shall work closely with Owner in performing Services under this Agreement.

ARTICLE 9 - COMPLIANCE WITH LAWS

In performance of the Services, Engineer will comply with applicable regulatory requirements, including federal, state and local laws, rules, regulations, orders, codes, criteria and standards. Engineer shall possess the licenses necessary to allow Engineer to perform the Engineering Services. Engineer shall not be responsible for procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to Engineer in Attachment A, Scope of Services.

ARTICLE 10 - INSURANCE

Prior to the time Engineer is entitled to commence any part of the Services under this Agreement, Engineer shall procure, pay for, and maintain the following insurance written by companies licensed in the State of Texas or meeting surplus lines requirements of Texas law and acceptable to Owner. The insurance shall be evidenced by delivery to Owner of one (1) certificate of insurance, executed by the insurer, listing coverage and limits, expiration date and term of policy, and certifying that the insurer is licensed to do business in Texas or meets the surplus lines requirements of Texas law, or by delivery to Owner of a certified copy of each policy, including all endorsements. The insurance requirements shall remain in effect throughout the term of this Agreement.

A. **General Liability:**

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

- Bodily Injury and Property Damage
- Broad Form Contractual Liability
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and complete operations.

B. **Business Automobile Liability:**

Engineer's insurance shall contain a combined single limit of at least \$500,000 per occurrence, and include coverage for, but not limited to, the following:

- Bodily injury and property damage
- Any and all vehicles owned, used or hired

C. **Workers' Compensation and Employer's Liability Insurance**

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 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 a material breach of this Agreement. 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 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 employ shall also be obtained and maintained throughout the term of this agreement.

D. **Other Insurance Requirements**

Engineer's general liability and auto liability insurance policies through policy endorsement must include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance described must reflect that the above working is included in evidenced policies.

E. **Professional Liability Insurance (including errors and omissions) with minimum limits of \$1,000,000 per claim.**

- F. Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage with insurance carriers admitted to do business in the state of Texas. The policies will be written on an occurrence basis and will be subject to minimum limits described in Article 10 of this Agreement.

Engineer shall furnish owner certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty (30) days written notice to Owner.

ARTICLE 11 - OWNER'S RESPONSIBILITIES

Owner shall be responsible for all matters described in Attachment C, Owner's Responsibilities, which is attached hereto and incorporated by reference as part of this Agreement. For purposes of this Agreement, Owner may act through its governing body or through administrative officials.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including drawings, specifications and computer software, prepared by Engineer pursuant to this Agreement are instruments of service in respect to this Project. They are not intended or represented to be suitable for reuse by Owner or others on extensions of this Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at Owner's sole risk and without liability or legal exposure to Engineer.

ARTICLE 13 - AMENDMENT, TERMINATION AND STOP ORDERS

This Contract may be altered or amended only by mutual written consent of both parties hereto and may be terminated by the Owner at any time by written notice to the Engineer. Upon receipt of such notice, the Engineer shall, unless the notice directs otherwise, immediately discontinue all work in connection with the performance of this Contract and shall proceed to cancel promptly all existing orders insofar as such orders are chargeable to this Contract. The Engineer shall submit a statement showing in detail the work performed under this Contract to the date of termination. The Owner shall then pay the Engineer promptly that proportion of the prescribed fee which applies to the work actually performed under this Contract, less all payments that have been previously made. Thereupon, copies of all completed work accomplished under this Contract shall be delivered to the Owner.

The Owner may issue a Stop Work Order to the Engineer at any time. Upon receipt of such order, the Engineer is to discontinue all work under this Contract and cancel all orders pursuant to the Contract, unless the order otherwise directs. If the Owner does not issue a Restart Order within 60 days after receipt by the Engineer of the Stop Work Order, the Engineer shall regard this Contract terminated in accordance with the foregoing provisions.

ARTICLE 14 - NONDISCLOSURE OF PROPRIETARY INFORMATION

Engineer shall consider all information provided by Owner to be proprietary unless such information is available from public sources or determined to be public information pursuant to the Texas Public Information Act. Engineer shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior written authorization of Owner or in response to legal process.

ARTICLE 15 - NOTICE

Any notice, demand or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

To Engineer: Parkhill, Smith & Cooper, Inc.
ATTN: Zane Edwards, P.E.
4222 85th Street
Lubbock, Texas 79423

To Owner: City of Lubbock
ATTN: Wood Franklin, P.E.
P.O. Box 2000
Lubbock, Texas 79457-0001

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of Engineer and Owner.

ARTICLE 16 - UNCONTROLLABLE FORCES

Neither Owner nor Engineer shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to uncontrollable forces the effect of which, by the exercise of reasonable diligence, the nonperforming party could not avoid. The term "uncontrollable forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the control of the nonperforming party. It includes, but is not limited to, fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, construction Contractor default or abandonment, failure on the part of the construction Contractor to otherwise pursue construction of the project, legislative actions, Owner-directed changes to design criteria or scope services once criteria and scope have been agreed upon, Owner-directed changes to plans after plans have been reviewed and approved (including partial submittal progress reviews), inability to procure permits, licenses or authorizations from any state, local or federal agency or person for any of the supplies, materials, accesses or services required to be provided by either Owner or Engineer under this Agreement.

Neither party shall, however, be excused from performance if nonperformance is due to uncontrollable forces which are removable or remediable and which the nonperforming party could have, with the exercise of reasonable diligence, removed or remedied with reasonable dispatch. The provisions of this Article shall not be interpreted or construed to require Engineer or Owner to prevent, settle or otherwise avoid a strike, work slowdown or other labor action. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable force preventing continued performance of the obligations of this Agreement.

ARTICLE 17 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Texas. Any suit brought to enforce any provision of this Agreement or for construction of any provision thereof shall be brought in Lubbock County, Texas.

ARTICLE 18 - MISCELLANEOUS

18.1 Nonwaiver. A waiver by either Owner or Engineer of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

18.2 Severability. The invalidity, illegality or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this Article shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

ARTICLE 19 - INTEGRATION AND MODIFICATION

This Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, either written or oral. This Agreement may be amended only by a written instrument signed by each of the parties.

ARTICLE 20 - SUCCESSORS AND ASSIGNS

Owner and Engineer each binds itself and its directors, officers, partners, successors, executors, administrators, assigns and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements and obligations of this Agreement.

ARTICLE 21 - ASSIGNMENT

Neither Owner nor Engineer shall assign, sublet or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the other, except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Engineer from employing such independent consultants, associates and subcontractors as he may deem appropriate to assist him in the performance of the Services hereunder.

ARTICLE 22 - SUBCONTRACTORS

No work herein called for by the Engineers shall be subcontracted to a subcontractor who is not acceptable to the Owner or assigned without prior written approval of the Owner. The Engineer shall require subcontracts to conform to the applicable terms of this Contract and include provisions which require subcontractor compliance with Owner's Rules.

ARTICLE 23 - THIRD PARTY RIGHTS

Nothing herein shall be construed to give any rights or benefits to anyone other than Owner and Engineer.

ARTICLE 24 - NON ARBITRATION

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF LUBBOCK, TEXAS

APPROVED AS TO CONTENT:


ATTEST:

Tom Martin
Mayor

Rebecca Garza
City Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

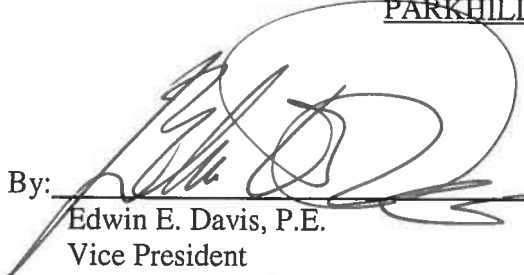


Chad Weaver
Assistant City Attorney

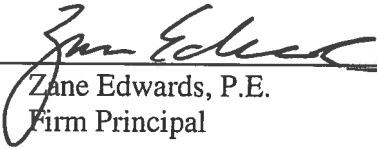


Wood Franklin, P.E.
City Engineer

PARKHILL, SMITH & COOPER, INC.

By: 

Edwin E. Davis, P.E.
Vice President

Attest: 

Zane Edwards, P.E.
Firm Principal

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**ATTACHMENT A
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Lubbock, Texas
Project: Bailey County Well Field Expansion – Design and Bid Phase

A DESCRIPTION OF SCOPE OF SERVICES

The scope of services for this project is as follows: Work will not proceed until Owner has authorized Engineer in writing to proceed.

I. SERVICES

- A. Services as defined by the tasks and man-hours in Exhibit A-1.
- B. Services are to be provided according to the schedule shown in Exhibit A-2.

II. ADDITIONAL SERVICES

- A. At the request of the Owner, the Engineer will provide Additional Services upon agreement between Owner and the Engineer defining the extent of such Additional Services and the amount and manner in which Engineer will be compensated for such Additional Services.
- B. Additional services may be authorized by a notice-to-proceed in writing from the City Engineer and addressed to the Engineer.

EXHIBIT A-1
SERVICES
TASKING, MAN-HOURS, REIMBURSABLES, AND SUBCONTRACTORS

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: LUBBOCK BAILEY CO WELL FIELD 2012
 JOB NO.: 01-2764-12
 TASK: 1PRE
 DATE: 04/18/12



FEE TYPE: Hourly Rate w/Max
 PREPARED BY: AZE
 PRINCIPAL: AZE
 PROJ. MANAGER: KSL

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 15.00%
 PROFIT ON DIRECTS: _____

<p>TOTAL FEE: <u>\$331,883</u></p> <p>LABOR: <u>\$113,112</u></p> <p>OVERHEAD: _____</p> <p>REIMB. CONSULTANTS: <u>\$187,500</u></p> <p>REIMB. EXPENSES: <u>\$2,736</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$113,112</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$113,112</u></p> <p>REIMB. FEE: <u>\$218,771</u></p> <p>TOTAL FEE: <u>\$331,883</u></p>
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LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	72	\$10,872
03	Engineer	56	\$6,496
03	Engineer	434	\$50,344
03	Engineer	380	\$37,240
08	Engineering Technologist		
14	CADD Operator	100	\$7,600
18	Clerical	8	\$560

TASK	CATEGORY OF PERSONNEL							TOTAL	
	RATE PER HOUR								
	AZE FP 01	LN ENG 03	KL ENG 03	RK ENG 03	JV ENG TECHNC 08	AC CADD OPT 14	LF CLERICAL 18		
	Trips	\$151.00	\$116.00	\$116.00	\$98.00	\$98.00	\$76.00	\$70.00	
PRELIMINARY									
Obtain existing well field information		2	8	2	10				22
Review existing information		8	8	16	10		4		46
Verify Spacing at HPUWCD					8		8		16
Model existing system		2		16	24				42
Evaluate existing infrastructure		2		12	24				38
Determine probable well locations		2		24	48				74
Model proposed system		2		16	40		16		74
Evaluate proposed infrastructure needs		2		16	32		8		58
Evaluate design alternatives for proposed system		4		12	24				40
Prepare OPC for construction		8	40	40	40			4	132
TEST HOLES									
Coordination on rig accessibility	6	8		32	64		32	4	140
Coordinate test hole drilling with City and driller				8	16		8		32
Witness test hole drilling	25			200					200
Analyze test hole results		32		40	40		24		136

BUDGET SUBTOTALS:	HOURS/	Trips -	31	72	56	434	380	100	8	1050
	SALARY			\$10,872	\$6,496	\$50,344	\$37,240	\$7,600	\$560	\$113,112

FEE ESTIMATING SHEET		PROJECT: LUBBOCK BAILEY CO WE JOB NO.: 01-2764-12		TASK: 1PRE	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 STRUCTURAL CONSULTANTS					
512 MECH/ELEC CONSULTANTS					
513 ENV & CIVIL CONSULTANTS					
514 LANDSCAPE CONSULTANTS					
515 TESTING CONSULTANTS					
516 SURVEYING CONSULTANTS					
517 INTERIOR DESIGN CONSULTANTS					
518 OTHER CONSULTANTS					
Driller for Test Holes (25 test holes)					\$187,500
TOTAL REIMBURSABLE CONSULTANTS					\$187,500
REIMBURSABLE EXPENSES					
521 TRAVEL/LODGING					
MOTEL	DAYS @		MEN @	/MANDAY	=
AIR TRAVEL	AIR FARE @		MEN @	/MAN	=
PARKING	DAYS @		/DAY		=
CAR RENTAL	DAYS @		/DAY		=
MILEAGE	180 MILES @	\$0.485	@	31 TRIPS	= \$2,405.60
SUBTOTAL					\$2,406
522 REPRODUCTIONS					
BLUELINE PRINTS	SHTS @	\$2.55	@	8 SETS	=
SEPIA PRINTS	SHTS @	\$8.51	@	SETS	=
PRINTING:					
ORIGINAL SET-UP COST	ORIGINALS @	\$0.15	/ORI.		=
COST PER SHEET	SETS @	\$0.08	/SHT @	250 SHEETS	=
BINDING COST	SETS @	\$2.00	/SET		=
XEROX	SHTS @	\$0.08	/SHT		=
SUBTOTAL					
523 MODEL/RENDERINGS/PHOTOS					
			Shots @	/Shot	
524 TELEPHONE					
	30 Calls @	\$1.00	/Call		\$30
525 MEALS					
	25 DAYS @	1	MEN @	\$12.00 /MANDAY	\$300
526 FIELD SUPPLIES					
528 POSTAGE					
	Mailings @		/Mailing		
529 PUBLICATIONS & SUBSCRIPTIONS					
530 MISC REIMBURSABLE EXP					
531 FAX					
	Pages @				
532 TEMPORARY PERSONNEL					
533 DRAFTING SUPPLIES					
534 OFFICE SUPPLIES					
535 CADD					
	100 HOURS @		/HOUR		
536 FIELD EQUIP RENTAL					
546 SOFTWARE					
TOTAL REIMBURSABLE EXPENSES					\$2,736

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: LUBBOCK BAILEY CO WELL FIELD 2012
 JOB NO.: 01-2764-12
 TASK: 2DES
 DATE: 04/18/12



FEE TYPE: Hourly Rate w/Max
 PREPARED BY: AZE
 PRINCIPAL: AZE
 PROJ. MANAGER: KRL

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 15.00%
 PROFIT ON DIRECTS: _____

TOTAL FEE: <u>\$499,785</u>	LABOR: <u>\$421,812</u>
LABOR: <u>\$421,812</u>	DIRECTS: _____
OVERHEAD: _____	SUBTOTAL: <u>\$421,812</u>
REIMB. CONSULTANTS: <u>\$64,000</u>	
REIMB. EXPENSES: <u>\$3,802</u>	REIMB. FEE: <u>\$77,973</u>
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: _____	TOTAL FEE: <u>\$499,785</u>

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	372	\$56,172
03	Engineer	368	\$42,688
03	Engineer	1,130	\$131,080
03	Engineer	1,040	\$101,920
09	Engineering Technician	140	\$13,720
14	CADD Operator	852	\$64,752
18	Clerical	164	\$11,480

SALARY		CATEGORY OF PERSONNEL							TOTAL
		RATE PER HOUR							
TASK	Trips	AZE/TS	LN/KS	KL	RK	JV	AC	LF	
		FP	ENG	ENG	ENG	ENG TECHNI	CADD OPT	CLERICAL	
		01	03	03	03	09	14	18	
		\$151.00	\$116.00	\$116.00	\$98.00	\$98.00	\$76.00	\$70.00	
QA/QC		80	80					8	168
Project meetings	4	16		40	40			16	
GENERAL									
Coordinate and process survey		4	16	24	40				84
Coordinate easements and corridors		24	32	24	48		120	24	272
Overall project coordination	4	40	80	80	80				280
Landowner coordination	4	24	64					8	96
MUNICIPAL WATER WELL PACKAGE									
Well design		4		16	24		80		124
Design of screen and gravel				16	40			4	60
Individual pump and motor design	4	4	16	16	40		16		92
Well enclosure design				2	8		8		18
Prepare technical specifications	4	4		16	32			16	68
Submit well design to TCEQ				4	16		8	2	30
WELL FIELD COLLECTION LINE PACKAGE									
Typical piping design for at each well location				8	16		16		40
Design collection lines based on hydraulic model	4	4		16	64		40		124
Prepare plan and profile sheets	4	4		16	64	100	20		204
Prepare technical specifications collection lines	4	4		8	32			16	60
Design and spec air valves and blowoffs				16	32		24		72
Submit collection line plans to TCEQ				4	8		16	2	30
WELL FIELD ACCESS ROAD PACKAGE									
Test available caliche sources	2			8	16				24
Overall drainage design		4		16	64		16		100
Design drainage structures		4		32	24		16		76
Prepare typical design for well pads		4		4	8		16		32
Prepare plan and profile for roads		4		20	80		120		224
Prepare technical specifications for roads		4		4	8			16	32
WELL FIELD ELECTRICAL PACKAGE (Secondary)									
Survey and collect data on existing system		4	24	24					52
Coordinate motor control with pump Hp		4	12	40					56
Perform well field load calculations		4	20	80					104
Coordinate design with Primary electrical		4	24	40			40	4	112
WELL FIELD ELECTRICAL PACKAGE (Primary) SGS									
Review existing system	1	4		64	16				84
Meet with COOP	1	4							4
Model proposed and future system		4		148			80		232
Routing evaluation	4	4		32	32				68
Profile evaluation		4		32	32				68
Design Data		4		24					28
Prepare specifications		4		24				24	52
Structure Design		4			40		32		76
Spot Structures	8	4		32	32				68
Plan and Profile Sheets		4		80	12	40	160		296
Structure staking	8	4		40	12				56
Management/Meetings		80		80	80		24	24	288

BUDGET SUBTOTALS:	HOURS/	Trips -	36	372	368	1130	1040	140	852	164	4066
	SALARY			\$56,172	\$42,688	\$131,080	\$101,920	\$13,720	\$64,752	\$11,480	\$421,812

FEE ESTIMATING SHEET		PROJECT: LUBBOCK BAILEY CO WE JOB NO.: 01-2764-12		TASK: 2DES	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 STRUCTURAL CONSULTANTS					
512 MECH/ELEC CONSULTANTS					
513 ENV & CIVIL CONSULTANTS					
514 LANDSCAPE CONSULTANTS					
515 TESTING CONSULTANTS					
516 SURVEYING CONSULTANTS					\$64,000
517 INTERIOR DESIGN CONSULTANTS					
518 OTHER CONSULTANTS					
TOTAL REIMBURSABLE CONSULTANTS					\$64,000
REIMBURSABLE EXPENSES					
521 TRAVEL/LODGING					
MOTEL	DAYS @		MEN @	/MANDAY	=
AIR TRAVEL	AIR FARE @		MEN @	/MAN	=
PARKING	DAYS @			/DAY	=
CAR RENTAL	DAYS @			/DAY	=
MILEAGE	160 MILES @	\$0.485	@	36 TRIPS**	= \$2,793.60
SUBTOTAL					\$2,794
522 REPRODUCTIONS					
BLUELINE PRINTS	15	SHTS @	\$2.55 @	15 SETS =	\$573.75
SEPIA PRINTS		SHTS @	\$8.51 @	SETS =	
PRINTING:					
ORIGINAL SET-UP COST	500	ORIGINALS @	\$0.15 /ORI.	=	\$75.00
COST PER SHEET	15	SETS @	\$0.08 /SHT @	250 SHEETS =	\$300.00
BINDING COST	15	SETS @	\$2.00 /SET	=	\$30.00
XEROX		SHTS @	\$0.08 /SHT	=	
SUBTOTAL					\$979
523 MODEL/RENDERINGS/PHOTOS					
			Shots @	/Shot	
524 TELEPHONE	30	Calls @	\$1.00	/Call	\$30
525 MEALS					
	DAYS @		1 MEN @	\$12.00 /MANDAY	
526 FIELD SUPPLIES					
528 POSTAGE					
		Mailings @		/Mailing	
529 PUBLICATIONS & SUBSCRIPTIONS					
530 MISC REIMBURSABLE EXP					
531 FAX					
		Pages @			
532 TEMPORARY PERSONNEL					
533 DRAFTING SUPPLIES					
534 OFFICE SUPPLIES					
535 CADD					
	852	HOURS @		/HOUR	
536 FIELD EQUIP RENTAL					
548 SOFTWARE					
TOTAL REIMBURSABLE EXPENSES					\$3,802

** Trips are anticipated - 22 of these trips would be used by SGS for staking and located electrical structures is necessary.

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET

LOCATION CODE: 01
 PROJECT NAME: LUBBOCK BAILEY CO WELL FIELD 2012
 JOB NO.: 01-2764-12
 TASK: 3BID
 DATE: 04/18/12



FEE TYPE: Hourly Rate w/Max
 PREPARED BY: AZE
 PRINCIPAL: AZE
 PROJ. MANAGER: KSL

OVERHEAD RATE: _____
 PROFIT ON LABOR: _____
 PROFIT ON REIMB: 15.00%
 PROFIT ON DIRECTS: _____

<p>TOTAL FEE: <u>\$41,050</u></p> <p>LABOR: <u>\$39,600</u></p> <p>OVERHEAD: _____</p> <p>REIMB. CONSULTANTS: _____</p> <p>REIMB. EXPENSES: <u>\$1,261</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$39,600</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$39,600</u></p> <p>REIMB. FEE: <u>\$1,450</u></p> <p>TOTAL FEE: <u>\$41,050</u></p>
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LABOR BUDGETS:



















CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	32	\$4,832
03	Engineer	80	\$9,280
03	Engineer	72	\$8,352
03	Engineer	152	\$14,896
08	Engineering Technologist		
14	CADD Operator		
18	Clerical	32	\$2,240

SALARY		CATEGORY OF PERSONNEL							TOTAL
		RATE PER HOUR							
TASK	Trips	AZE/TS FP 01	LN/KS ENG 03	KL ENG 03	RK ENG 03	JV ENG TECHNC 08	AC CADD OPT 14	LF CLERICAL 18	
MUNICIPAL WATER WELL PACKAGE									
Coordinate bid opening with City	1			4	4				8
Assist contractors during bid phase			16	2	24			8	50
Attend the bid opening	1	4		4					8
Review bids				2	8				10
Make recommendation to the City	1	4		2	2				8
WELL FIELD COLLECTION LINE PACKAGE									
Coordinate bid opening with City	1			4	4				8
Assist contractors during bid phase			16	2	24			8	50
Attend the bid opening	1	4		4					8
Review bids				2	8				10
Make recommendation to the City	1	4		2	2				8
WELL FIELD ACCESS ROAD PACKAGE									
Coordinate bid opening with City	1			2	4				8
Assist contractors during bid phase			16	4	24			8	50
Attend the bid opening	1	4		4					8
Review bids				4	8				12
Make recommendation to the City	1	4		2	2				8
WELL FIELD ELECTRICAL PACKAGE									
Coordinate bid opening with City	1			2	4				8
Assist contractors during bid phase			32	16	24			8	80
Attend bid opening	1	4		4					8
Review bids				4	8				12
Make recommendation to City	1	4		2	2				8
BUDGET SUBTOTALS:	HOURS/	Trips -	12	32	80	72	152	32	368
	SALARY			\$4,832	\$9,280	\$8,352	\$14,896	\$2,240	\$39,600

FEE ESTIMATING SHEET		PROJECT: LUBBOCK BAILEY CO WEJOB NO.: 01-2764-12		TASK: 3BID	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 STRUCTURAL CONSULTANTS					
512 MECH/ELEC CONSULTANTS					
513 ENV & CIVIL CONSULTANTS					
514 LANDSCAPE CONSULTANTS					
515 TESTING CONSULTANTS					
516 SURVEYING CONSULTANTS					
517 INTERIOR DESIGN CONSULTANTS					
518 OTHER CONSULTANTS					
Driller for Test Holes (25 test holes)					
TOTAL REIMBURSABLE CONSULTANTS					
REIMBURSABLE EXPENSES					
521 TRAVEL/LODGING					
MOTEL	DAYS @	MEN @	/MANDAY	=	
AIR TRAVEL	AIR FARE @	MEN @	/MAN	=	
PARKING	DAYS @	/DAY		=	
CAR RENTAL	DAYS @	/DAY		=	
MILEAGE	160 MILES @	\$0.485 @	12 TRIPS	=	\$931.20
SUBTOTAL					\$931
522 REPRODUCTIONS					
BLUELINE PRINTS	SHTS @	\$2.55 @	8 SETS	=	
SEPIA PRINTS	SHTS @	\$8.51 @	SETS	=	
PRINTING:					
ORIGINAL SET-UP COST	ORIGINALS @	\$0.15 /ORI.		=	
COST PER SHEET	SETS @	\$0.08 /SHT @	250 SHEETS	=	
BINDING COST	SETS @	\$2.00 /SET		=	
XEROX	SHTS @	\$0.08 /SHT		=	
SUBTOTAL					
523 MODEL/RENDERINGS/PHOTOS					
		Shots @	/Shot		
524 TELEPHONE					
	30 Calls @	\$1.00 /Call			\$30
525 MEALS					
	25 DAYS @	1 MEN @	\$12.00 /MANDAY		\$300
526 FIELD SUPPLIES					
528 POSTAGE					
	Mailings @	/Mailing			
529 PUBLICATIONS & SUBSCRIPTIONS					
530 MISC REIMBURSABLE EXP					
531 FAX					
	Pages @				
532 TEMPORARY PERSONNEL					
533 DRAFTING SUPPLIES					
534 OFFICE SUPPLIES					
535 CADD					
	HOURS @	/HOUR			
536 FIELD EQUIP RENTAL					
546 SOFTWARE					
TOTAL REIMBURSABLE EXPENSES					\$1,261

EXHIBIT A-2
SCHEDULE

ID	Task Name	Start	Finish	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan
1	Bailey Co. Well Field Expansion 2012	Fri 6/1/12	Mon 12/31/12											
2	Preliminary	Fri 6/1/12	Fri 8/31/12											
3	Design	Fri 6/1/12	Fri 11/30/12											
4	Bid	Sat 12/1/12	Mon 12/31/12											

Task		External Milestone		Manual Summary Rollup	
Split		Inactive Task		Manual Summary	
Milestone		Inactive Milestone		Start-only	
Summary		Inactive Summary		Finish-only	
Project Summary		Manual Task		Deadline	
External Tasks		Duration-only		Progress	

Project: Bailey Co. Well Field Expa
Date: Mon 3/26/12

**ATTACHMENT B
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Lubbock, Texas
Project: Bailey County Well Field Expansion –Design and Bid Phase

COMPENSATION

BASIC AND SUPPLEMENTAL SERVICES

For these services covered by this Agreement, the Owner agrees to pay the Engineer as follows:

A. GENERAL

1. The Engineer will be paid on an hourly rate basis shown in Table B-1 and subcontract personnel services will be billed at cost. Engineer and subcontractor reimbursable expenses will be billed at cost plus 10 percent surcharge. Reimbursable expenses are shown in Table B-1.
2. The Engineer agrees to use its best efforts to perform services as defined herein within the billing limits stated below.
3. It is understood and agreed that the maximum billings of each of the items listed below are based on the start of Services being authorized not later than June 1, 2012. If start of Basic Services is not authorized by date given, it is understood and agreed that the upper billing limit may be adjusted accordingly by a supplement to this Agreement.
4. Monthly payments shall be made to the Engineer by the Owner based on Engineer's statement. The statement shall be itemized to indicate the amount of work performed and the associated reimbursable expenses and subcontract costs. The itemized statements will include the percentage complete for each task. This information will be used by the Owner to track the earned value of work completed to date.
5. The uncontested amount of each statement shall be due and payable upon receipt by the Owner. Carrying charges of 1-1/2 percent per month from the billing date shall be due for accounts that are not paid within 60 days after the billing date.
6. The Engineer shall keep records on the basis of generally accepted accounting practices of costs and expenses and which records shall be available for inspection by Owner during normal business hours.
7. The Engineer shall provide adequate resources to complete the services described herein within twelve (12) months of the date of the Owner's notice-to-proceed to the Engineer.

B. SERVICES

1. The maximum billed for Services including personnel services and reimbursable expenses for the Engineer is shown as follows:

	PSC	Sub-consultants	Total
Preliminary	\$ 144,383.00	\$ 187,500.00	\$ 331,883.00
Design Phase	\$ 325,135.00	\$ 174,650.00	\$ 499,785.00
Bid Phase	\$ 33,050.00	\$ 8,000.00	\$ 41,050.00
Total	\$ 523,731.00	\$ 370,150.0	\$ 872,718.00

TOTAL SERVICES NOT TO EXCEED WITHOUT AUTHORIZATION \$ 872,718.00

C. ADDITIONAL SERVICES

Additional services must be authorized in writing by the Owner.

1. The maximum billed for Additional Services will be determined by mutual consent before the Additional Services are authorized by the Owner.
2. The Engineer shall start the performance of the authorized Additional Services within ten (10) days of the receipt of notice to proceed and will complete the Additional Services within the time period determined by mutual consent before the Additional Services are authorized by the Owner.

**TABLE B-1
PERSONNEL SERVICES RATES
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Lubbock, Texas
Project: Bailey County Well Field Expansion –Design and Bid Phase

COMPENSATION RATES

Hourly fees listed herein will apply through the term of the twelve (12) month contract, and apply until December 31, 2012. If the term of the contract is extended by mutual agreement beyond December 31, 2012, then these rates may be evaluated for modification after January 1, 2013 by multiplying the hourly fee by the Consumer Price Index increase published on or after January 1, 2013.

A. PROFESSIONAL SERVICES

Standard hourly billing rates for Parkhill, Smith and Cooper and SGS Engineering are attached.

B. REIMBURSABLE EXPENSES

The following expenses are reimbursable:

1. Travel, subsistence and incidental costs.
2. Use of motor vehicles on a monthly basis for assigned vehicles and on a current mileage basis or rental cost basis for vehicles used for short periods.
3. Long distance telephone costs and project "onsite" telephone costs.
4. Reproduction of reports, drawings and specifications.
5. Postage, shipping or hand delivery charges for project-related materials.
6. Computer time charges, including program use charges.
7. Rental charges for use of equipment.
8. Cost of acquiring any other materials or services specifically for and applicable to only this Project.

Compensation of reimbursable expenses shall be at cost plus a ten (10) percent surcharge.

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2012

Client: City of Lubbock
 Project: Bailey County Well Field Expansion
 Agreement Date: May 2012

January 1, 2012

<u>Classification</u>	<u>Hourly Rate</u>	<u>Classification</u>	<u>Hourly Rate</u>
PROFESSIONAL LEVEL VII Engineer VII Architect VII Landscape Architect VII Interior Designer VII	\$178.00	PROFESSIONAL LEVEL I Intern (Architect) I Intern (Interiors) I Intern (Landscape Architect) I Technologist I Resident Project Representative I Clerical Supervisor I	\$79.00
PROFESSIONAL LEVEL VI Engineer VI Architect VI Landscape Architect VI Interior Designer VI	\$151.00	SUPPORT STAFF III Engineering Technician III, IV CADD III, IV Administrative Secretary III Architect Technician III, IV Project Assistant I/II	\$76.00
PROFESSIONAL LEVEL V Engineer V Architect V Landscape Architect V Interior Designer V	\$134.00	SUPPORT STAFF II Architect Technician I, II Engineering Technician I, II CADD I, II Accounting Clerk I, II Administrative Secretary I, II Project Assistant EL Word Processor I, II Receptionist I, II File Clerk I	\$70.00
PROFESSIONAL LEVEL IV Engineer III, IV Architect IV, Intern (Architect) IV Landscape Architect IV Interior Designer IV Technologist IV Resident Project Representative IV	\$116.00	SUPPORT STAFF I Architectural Student EL Engineering Student EL Landscape Architecture Student EL Interiors Student EL CADD EL Accounting Clerk EL Word Processor EL Receptionist EL File Clerk EL	\$40.00
PROFESSIONAL LEVEL III Engineer I/II Architect III, Intern (Architect) III Landscape Architect III Intern (Landscape Architect) III Interior Designer III Technologist III Resident Project Representative III	\$98.00		
PROFESSIONAL LEVEL II Intern (Architect) II Interior Designer II, Intern (Interiors) II Landscape Architect II Technologist II Resident Project Representative II Clerical Supervisor II	\$87.00		

Expenses

Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2012 through December 31, 2012. After December 31, 2012, invoices will reflect the Schedule of Charges currently in effect.



ENGINEERING, LLC

2012 STANDARD BILLING RATES

01/01/2012

BILLING CLASSIFICATION	2012 RATE	EMPLOYEE
Partner 5	160	Steve
Partner 4	152	Mike, Greg, Donny, Travis, Lonnie, Monte
Partner 3	144	
Partner 2	136	
Partner 1	128	
Senior Professional Engineer 5	160	
Senior Professional Engineer 4	152	Les
Senior Professional Engineer 3	144	
Senior Professional Engineer 2	136	
Senior Professional Engineer 1	128	
Associate Professional Engineer 5	133	
Associate Professional Engineer 4	126	Marty
Associate Professional Engineer 3	119	
Associate Professional Engineer 2	112	
Associate Professional Engineer 1	105	
Graduate Engineer 5	105	Michael
Graduate Engineer 4	99	
Graduate Engineer 3	93	
Graduate Engineer 2	87	Jerrod, Joseph
Graduate Engineer 1	81	Mark, Chris W., Cody, Travis K.
Senior Staff 10	147	
Senior Staff 9	141	Michael S.
Senior Staff 8	135	
Senior Staff 7	129	Gene
Senior Staff 6	123	Catt

2012 STANDARD BILLING RATES		
BILLING CLASSIFICATION	2012 RATE	EMPLOYEE
Senior Staff 5	117	
Senior Staff 4	111	
Senior Staff 3	105	
Senior Staff 2	99	
Senior Staff 1	93	Chris P.
Construction Services 5	90	Galen, Gene
Construction Services 4	86	George, Lee, David
Construction Services 3	82	Gale
Construction Services 2	78	
Construction Services 1	74	
Senior Technician 5	89	Randy, Luis, Pete, Heath
Senior Technician 4	85	
Senior Technician 3	81	Johnnie
Senior Technician 2	77	
Senior Technician 1	73	
Lead Technician 5	73	
Lead Technician 4	70	Celeste
Lead Technician 3	67	Joe, Sammy
Lead Technician 2	64	
Lead Technician 1	61	
Associate Technician 5	63	Holly
Associate Technician 4	60	Michele
Associate Technician 3	57	
Associate Technician 2	54	
Associate Technician 1	51	
Administrative Assistant 5	62	
Administrative Assistant 4	59	Angie
Administrative Assistant 3	56	Kristen
Administrative Assistant 2	53	Cindy
Administrative Assistant 1	50	

2012 STANDARD
RATE SHEET ATTACHMENT
SPECIAL CHARGES AND ADDERS
(1/1/2012 through 12/31/2012)

Overtime	Billing rate times 1.5 multiplier	
Per Diem	\$125.00 per day	
Expenses	Actual out-of-pocket	
Mileage	On Road	IRS allowable
	Off Road	IRS allowable plus \$0.04
4-Wheeler	\$75.00 per day	
GPS (Survey Quality)	\$350.00 per day	
Ranger	\$250.00 per day	
Relay Test Equipment (Omicron)	\$500.00 per day	\$1,800.00 per Substation checkout

NOTE: Billing of specialty charges may include a 10% administration fee.

NOTE: Specialty rates may be applicable for Forensic, Wind, and System Protection services as determined by SGS Engineering on a project basis. These rates are available upon request.

**ATTACHMENT C
TO
AGREEMENT FOR ENGINEERING SERVICES**

Owner: City of Lubbock, Texas
Project: Bailey County Well Field Expansion –Design and Bid Phase

OWNER'S RESPONSIBILITIES

The Owner will furnish, as required by the work and not at the expense of the Engineer, the following items:

1. Access to all maps, drawings, reports, records, audits, annual reports and other data that are available in the files of the Owner and which may be useful in the work involved under this Contract.
2. Secure permission to enter upon public and private property when required in performance of the Engineer's services.
3. Access to existing property, boundary, easement, right-of-way, utility surveys and property descriptions.
4. Full disclosure regarding the Project.
5. A Project Manager fully acquainted with the Project who has authority to approve changes in the Project within the delegated authority of the Project Manager, render decisions promptly, and furnish information in a reasonable time frame. It is recognized that certain changes or decisions will require City Manager and/or City Council approval.
6. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination, and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of Engineer.
7. Provide such legal accounting, independent cost estimating and insurance counseling services as may be required for the Project and such auditing services as Owner may require to ascertain how or for what purpose any contractor has used the monies paid to him under the construction contract.
8. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of any defect in the Project.
9. Cooperate with Engineer in securing preliminary approvals and consensus from the governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

10. Furnish, or direct Engineer to provide, necessary Supplemental Services as stipulated in Attachment A of this Agreement or other services as required.
11. Give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of a hazardous environmental condition or of any other development that affects the scope or time of performance of Engineer's services, or any defect or nonconformance in Engineer's services or in the work of any Contractor.
12. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
13. Bear all costs incident to compliance with the requirements of this Attachment C.

**City of Lubbock, TX
Capital Project
Project Cost Detail
May 3, 2012**

Capital Project Number: 91003
 Capital Project Name: Bailey County Well Field Improvements

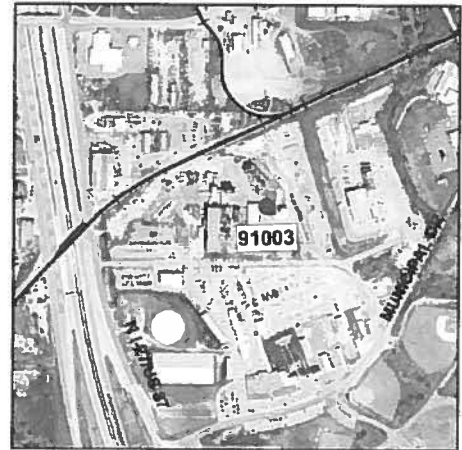
	Budget
<i>Encumbered/Expended</i>	
Parkhill, Smith, and Cooper	\$ 352,247
Complete Power Pole Inspection	1,440,742
Equipment Cost	31,630
Materials, Temporary Employees, Miscellaneous	52,876
Advertising RFP	1,611
Acosta Drilling Contract	833,284
Administrative Cost	5,642
Deerwood Construction, Inc. Contract	585,484
South Plains Communication	19,919
Wilson Drilling	59,820
 <i>Agenda Item May 3, 2012</i>	
Parkhill, Smith, and Cooper Contract	872,718
<i>Encumbered/Expended To Date</i>	4,255,973
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	9,394,287
<i>Remaining Appropriation</i>	9,394,287
Total Appropriation	\$ 13,650,260

Managing Department **Water Production**

Project Manager **Bruce Blalack**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

In the Bailey County Well Field, drill sufficient wells to restore production capacity to more than 60 million gallons per day (mgd) and maintain existing infrastructure. The project ensures an adequate production capacity buffer to consistently produce the current 40 mgd pipeline supply capacity when a portion of the wells are inoperable due to mechanical interruptions, electrical malfunctions, lightning strikes, etc. The project is consistent with the objectives of the City's Strategic Water Plan.

Project Justification

During the past 20 years, extended drought periods have resulted in a declining water table causing production from existing wells in the Sandhills Well Field to decline from more than 60 mgd to approximately 50 mgd. There is a need for extensive maintenance on the electric system that provides power to the Bailey County Sandhills Well Field necessary to ensure electric power to the 150 production wells. The extensive age of the well field electric system has resulted in increased concern about reliability and safety. In recent years, extensive wind loading has resulted in power interruptions and brush fires.

Project History

- \$200,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
- \$1,480,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.
- \$520,000 was appropriated in FY 2005-06 Budget Amendment No. 14, Ord. No. 2006-00040, April 13, 2006.
- \$698,820 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
- \$404,860 was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.
- \$346,580 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.
- \$10 million was appropriated in the FY 2011-12 Budget Amendment No. 11, Ord. No. 2012-00016, March 6, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	13,650,260	5,000,000	0	0	0	0	0	18,650,260
Total Project Appropriation	13,650,260	5,000,000	0	0	0	0	0	18,650,260

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
2003 Tax and Waterworks Revenue CO's	200,000	0	0	0	0	0	0	200,000
FY 2006 Water Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2008 Water Revenue CO's	346,580	0	0	0	0	0	0	346,580
FY 2009 Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2010 Water Revenue CO's	10,000,000	0	0	0	0	0	0	10,000,000
FY 2013 Water Revenue CO's	0	5,000,000	0	0	0	0	0	5,000,000
Water Utility Pay-As-You-Go	103,680	0	0	0	0	0	0	103,680
Total Funding Sources	13,650,260	5,000,000	0	0	0	0	0	18,650,260



Regular City Council Meeting

5. 12.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution – Public Works Streets: Consider a resolution authorizing the Mayor to execute Contract 10765, a lease agreement, with Bee Equipment Sales for lease of an asphalt paving machine.

Item Summary

The Street Department will apply hot mix asphalt during the remove and relay operation as part of the 2012 Street Maintenance Program. The asphalt paving machine is used to apply asphalt on streets. The Street Department recommends leasing an asphalt paving machine, as they have previously done, to lay hot mix during the May through September 2012 paving season.

The lease amount is \$8,836 per month. Leasing an asphalt paver saves \$150,000 to \$250,000 in equipment purchase costs and avoids costly mechanical repairs prevalent with this type of equipment. The equipment is used during peak paving periods without year round maintenance expenses. The lease is a three-month lease with a weekly option not to exceed five-months.

The lease from Bee Equipment Sales of Lubbock, Texas, is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 345-10, 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 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, good, and services.

Fiscal Impact

\$18,541,969 is appropriated in Capital Project No. 92248, Street Maintenance Program Phase II, with \$45,000 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Asphalt Paver Lease

Budget Detail - 92248

CIP Detail - 92248

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. 10765 for a LeeBoy 8515 asphalt paver, by and between the City of Lubbock and Bee Equipment Sales, Ltd., 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 _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Bee Equipment Sales, Ltd.
April 18, 2012

Bee Equipment Sales, Ltd.
P.O. Box 3906 - 2506 Slaton Rd.
Lubbock, TX 79452
Phone: 806-745-1511 Fax: 806-445-0543
EQUIPMENT LEASE AGREEMENT

Subject to the approval of the lessor at its home office, Bee Equipment Sales, Ltd., Lubbock, Lubbock County, Texas, the lessor herein leases upon the terms and conditions hereinafter set out to

CITY OF LUBBOCK, the lessee, of P.O. BOX 2000
Home Address
LUBBOCK TX 79457
City State Zip Telephone Number

the following described personal property, viz:

- 1) ONE (1) 2009 LEEBOY 8515 PAVER
- 2) S/N 8515-76972
- 3) BuyBoard Contract 345-10
- 4) Rental Price \$9000.00
- 5) 2% Discount
- 6) INSURANCE VALUE: 150,300.00
- 7) CUSTOMER TO FURNISH PROOF OF INSURANCE
- 8)

Hours Out _____ Hours In _____

will ship as soon as possible to CITY OF LUBBOCK the lessee at
LUBBOCK, Job telephone no. _____
for the **MINIMUM RENTAL PERIOD OF** THREE (3) MONTHS WITH WEEK TO WEEK OPTION, NOT TO EXCEED FIVE (5) MONTHS
starting 5/1/2012 in consideration of
which lessee hereby agrees to pay the lessor at its office in Lubbock, Texas the following rental:

Rental Rate	<u>\$8,820.00</u>	Monthly_x_	Weekly____	Daily____
Freight Charges	<u>\$0.00</u>			
Additional Charges	<u>\$15.93</u>	HRT TAX .001808		
Sales Tax (8.25)%	<u>\$0.00</u>			
Total Charges	<u>\$8,835.93</u>			

THREE consecutive MONTHLY rental payments of
EIGHT THOUSAND EIGHT HUNDRED THIRTY FIVE DOLLARS AND 93/100 (\$8,835.93) dollars beginning
1-May-12

Total of three months payments equal \$26,507.79
Dollars on _____)

Rental subsequent to the aforesaid minimum period shall be _____
dollars (\$) per _____ for a period of _____

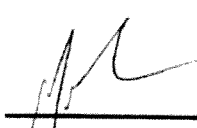
Should lessee elect to purchase above described equipment, the purchase price shall be N/A
N/A Dollars (\$N/A) PLUS N/A (N/A)%
figured as conversion premium. Plus any additional charges as described in paragraph 2 on reverse side of this agreement

Executed in triplicate this 18th day of April 2012

CITY OF LUBBOCK Lessee
Bee Equipment Sales, Ltd. Lessor

I have read the terms and conditions on the reverse side of this agreement and agree thereto. & Exhibit A

By _____

By 
Mike Kuehn
Sales Representative

Terms and Conditions

1. This lease contemplates the continuous rental of the property at the rate of rental above agreed upon, until said property is duly returned to lessor at its warehouse in Lubbock, Texas. But the lessee shall be liable for the full rental for the entire period even though the property is returned to the lessor prior to the termination of the minimum period.
2. Lessor agrees to warrant all major components for a period of 90 days other than misuse or abuse up to five percent (5%) of the purchase option price. All cost exceeding five percent (5%) for the 90-day warranty period and one hundred percent (100%) of all cost after expiration of warranty period will be added to the purchase option price.
3. The rental price on this equipment is based on single shift operation, which is defined as five (5) ten (10) hour working days per week not to exceed two hundred (200) hours per month, and in the event lessee puts the equipment on a double shift operation, the rental rate hereinabove specified shall be doubled for the period of such use.
4. It is agreed that time is the essence of this contract and that all rental shall be paid promptly at the time agreed upon.
5. In case of Lessee's failure or refusal to pay on one or more installments of rent, payable hereunder or to fulfill or perform any of the other agreements or conditions imposed on the Lessee within seven (7) days after Lessee's receipt of written notice of such default. Lessor may, at its option (which shall be exercised within seven (7) days thereafter upon written notice thereof to Lessee), until Lessee has cured its default prior to expiration of time limit contained in said notice, elect to either:
 - (a) Require Lessee to purchase said equipment at and for a purchase price equal to the sum of

ONE HUNDRED FIFTY THOUSAND THREE HUNDRED	dollars	(\$150,300.00)
plus charges described in paragraph 2, less the sum of	EIGHTY	percent (80%)

 of all rentals theretofore paid, and/or due which amount will be payable by Lessee to Lessor in cash upon demand. All sales or use taxes, if any, which are applicable to such purchase shall be borne and paid by Lessee; or,
 - (b) Take possession of said equipment, including all substituted parts, accessories and equipment, with or without legal process (Lessee hereby authorizing the peaceful entry for said purposes on any premises of the Lessee).
6. Lessee agrees, during the period covered by this lease, to protect, indemnify, reimburse, and save harmless the lessor against any and all damage to said property.
7. Lessee agrees not to remove any of the above property from City or County into which shipped without giving immediate written notice thereof to lessor, and further agrees not to remove any part thereof from the state into which shipped without first obtaining written permission from the lessor.
8. Lessee agrees to pay all operation and maintenance expense until all of the above described property is returned and actually received by the lessor, and upon the termination of this lease to return said property to the lessor in as good condition as received, natural wear expected. Lessee further agrees to use said property only for the purposes recommended by the manufacturers thereof and further not to load same beyond the capacity recommended by the manufacturers.

Lessee to have complete control of equipment. Equipment to be used for: _____
9. It is agreed that the above property shall, upon no condition, be sub-let by the lessee, nor shall lessee mortgage same or permit any liens or claims to be filed against said property while in lessee's possession; and should, for any reason whatsoever, any lien be filed against said property or any claim be made thereto, lessee agrees immediately, in writing, to notify the lessor thereof and to make all necessary steps to protest said property against said claims.
10. All freight or transportation charges, both ways, loading and unloading charges are to be paid for by lessee. Return transportation charges to be prepaid by lessee.
11. It is agreed that this lease shall continue in force and effect, unless terminated as above provided for, until all of the leased property is returned to lessor
12. Lessee agrees to hold harmless from any claim in damages, either on behalf of lessee or any other person, firm or corporation, arising during the period covered by this lease, whether said claim results from the use of property hereby leased, or any defect in same. The lessee shall furnish and keep effective during the entire term of this lease an insurance policy insuring the described equipment with a contractors all risk equipment floater with a loss payable to Bee Equipment Sales, Ltd & CITY BANK as their interests appear. Lessee shall also furnish and keep in effect during the life of this lease, a policy of General Liability, with limits of insurance equal to or greater than \$500,000 Bodily Injury and \$100,000 Property Damage. Such evidence of insurance shall be delivered to the lessor prior to delivery of leased equipment to the Lessee.
13. The Lessee agrees to pay all assessments, taxes or public charges, which may be levied against property while in possession of the Lessee.
14. The Lessee agrees to pay all costs of collection, including reasonable attorney's fees if this agreement is placed in the hands of an attorney for collection.
15. It is agreed that this writing covers all the agreements between the parties hereto and no agreement, unless especially provided for herein, shall be binding upon either of the parties hereto.

THE STATE OF TEXAS

COUNTY OF _____

BEFORE ME, the undersigned, a Notary Public in and for said County and State, in this day personally appeared _____ know to me to be the person whose name _____ subscribed to the foregoing instrument, and acknowledged to me that _____ he _____ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF THE OFFICE this the _____ day of _____ A. D., 20____

Notary public in and for _____ County, Texas

EXHIBIT A

AMENDMENT TO LEASE AGREEMENT for
LeeBoy 8515 Asphalt Paver

The Rental Agreement ("Agreement") entered into on the 3rd day of May, 2012, by and between the City of Lubbock (LESSEE) AND Bee Equipment Sales Ltd. (LESSOR) of Lubbock, Texas is hereby amended as follows:

The INDEMNITY provided under BuyBoard Contract 345-10 and Terms and Conditions number 6 and 12 of the Equipment Lease Agreement, attached hereto, shall be effective only to the extent permitted by law.


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.

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.

CITY OF LUBBOCK

CONTRACTOR

Tom Martin, Mayor

BY 

Authorized Representative

ATTEST:

Mike Kuhn

Rebecca Garza, City Secretary


Address
P.O. Box 3906
Lubbock, Tx 79452

APPROVED AS TO CONTENT:

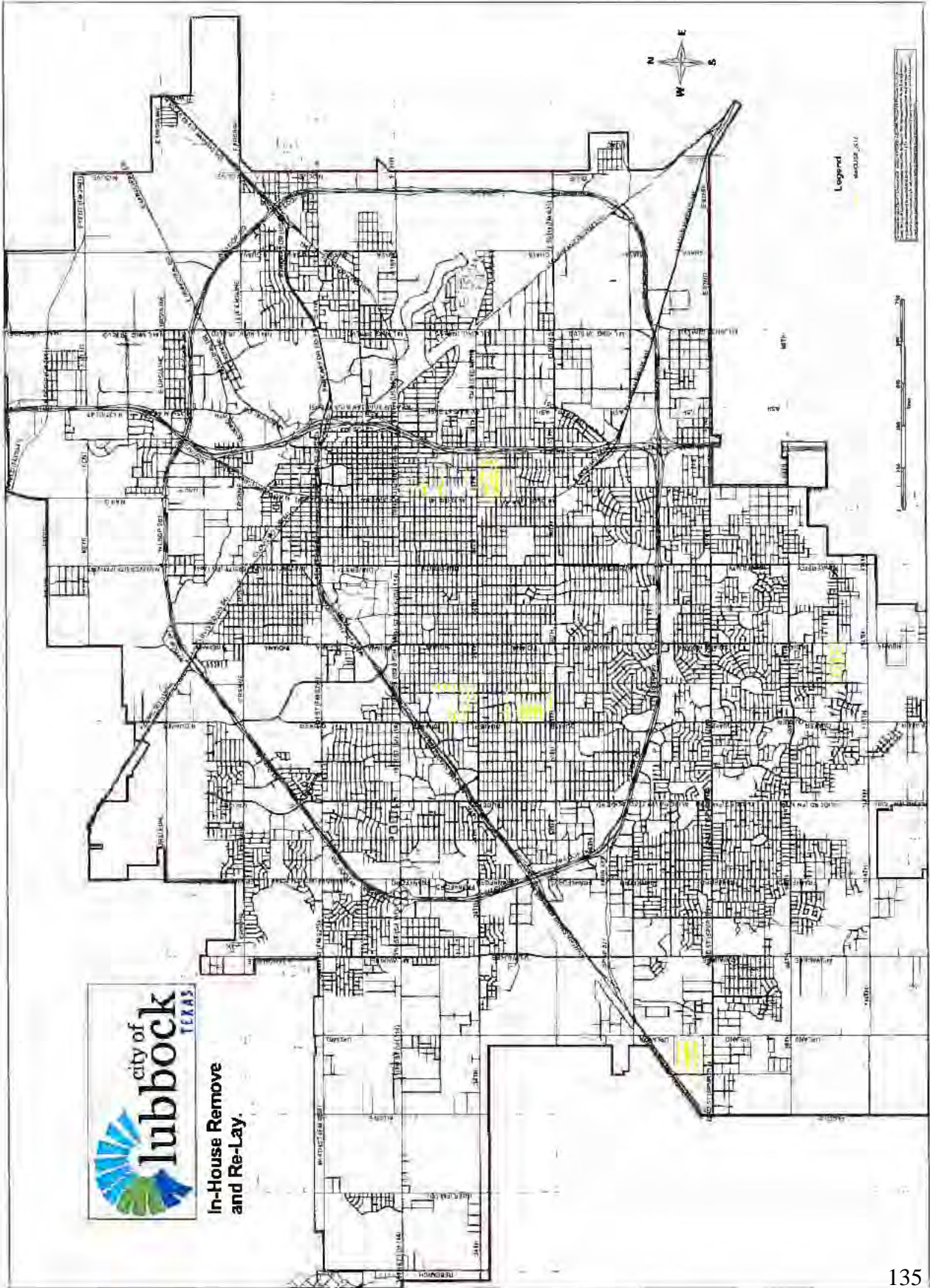


Marsha Reed, Chief Operations Officer

APPROVED AS TO FORM:



Assistant City Attorney



**In-House Remove
and Re-Lay.**

**City of Lubbock, TX
Capital Project
Project Cost Detail
May 3, 2012**

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

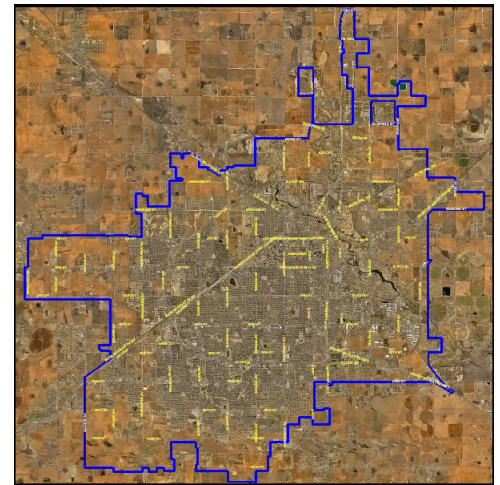
	Budget
<i>Encumbered/Expended</i>	
Street maintenance and construction through FY 2010-11	\$ 7,958,621
Lone Star Dirt & Paving (Asphalt Patching)	1,545,867
Lone Star Dirt & Paving (Concrete Repairs)	949,300
Ballou Pavement Solutions (2012 Micro-Surfacing Project)	4,992,796
Pavement Restoration	197,252
 <i>Agenda Item May 3, 2012</i>	
Bee Equipment Sales (Lease Asphalt Paver)	45,000
<i>Encumbered/Expended to Date</i>	15,688,836
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	2,853,133
<i>Remaining Appropriation</i>	2,853,133
Total Appropriation To Date	\$ 18,541,969

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

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

\$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
Construction	9,201,970	9,339,999	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	67,385,970
Total Project Appropriation	9,201,970	9,339,999	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	67,385,970

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
FY 2011 10-Year Certificates of Obligation	9,201,970	0	0	0	0	0	0	9,201,970
FY 2012 10-Year Certificates of Obligation	0	9,339,999	0	0	0	0	0	9,339,999
FY 2013 10-Year Certificates of Obligation	0	0	9,480,099	0	0	0	0	9,480,099
FY 2014 10-Year Certificates of Obligation	0	0	0	9,622,300	0	0	0	9,622,300
FY 2015 10-Year Certificates of Obligation	0	0	0	0	9,766,635	0	0	9,766,635
FY 2016 10-Year Certificates of Obligation	0	0	0	0	0	9,913,135	0	9,913,135
FY 2017 10-Year Certificates of Obligation	0	0	0	0	0	0	10,061,832	10,061,832
Total Funding Sources	9,201,970	9,339,999	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	67,385,970



Regular City Council Meeting

5. 13.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Public Works Traffic Engineering: Consider a resolution authorizing the Mayor to execute purchase order Contract 93000022 with Texas Highway Products, LTD, for advanced traffic controllers (ATCs), BID 12-10507-RH.

Item Summary

As part of the 2009 Bond Election Project, the City is upgrading the traffic signal system including ATCs in the signal cabinets at each signal location that communicate to the Traffic Management Center (TMC).

The purchase order contract is for 200 ATCs and additional parts needed to communicate with the new Advanced Traffic Management System (ATMS). The new ATCs will be deployed at all signalized intersections and programmed to operate the traffic signals according to time of day and adjusting to traffic demands. The ATCs handle emergency pre-emption, special event traffic control plans, and manual plans from the ATMS and report information to the TMC.

Outdated hardware currently in use have limitations communicating at higher speeds over various media and lack the ability to do more complex operations, and need to be replaced with ATCs incorporating intelligent transportation system devices.

Bids were received from the following companies:

Texas Highway Products of Round Rock, TX	\$336,120
McCain of League City, TX	396,900

Staff recommends contract award to the lowest bidder, Texas Highway Product, LTD, of Round Rock, Texas, for \$336,120.

Fiscal Impact

\$4.75 million is appropriated in Capital Improvement Project No. 92216, Traffic Signal Upgrades, with \$336,120 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - ATCs - Traffic

Budget Detail - 92216

CIP Detail - 92216

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. 93000022 for the purchase of advanced traffic controllers as per ITB 12-10507-RH, by and between the City of Lubbock and Texas Highway Products, Ltd. of Round Rock, 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 _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Texas Highway Products, Ltd.-PurchaseOrd
April 17, 2012



PURCHASE ORDER

Page - 1
Date - 04/17/2012
Order Number 93000022 000 OP
Branch/Plant 92216

TO:
TEXAS HIGHWAY PRODUCTS LTD
PO BOX 928
ROUND ROCK Texas 78680

SHIP TO:
CITY OF LUBBOCK
TRAFFIC CONTROLS BUILDING
202 MUNICIPAL DR
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/03/2012 Freight
Requested 07/09/2012 Taken By R HOLDER
Delivery PER R COOK REQ 38881 ITB 12-10507-RH

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Advanced Traffic Controller, 2070-1C Linux based CPU, 2070-2A Field I/O, 2070-4A Power Supply, 2070-3B 8x40 display, and Total Order.

Terms NET 30

336,120.00

This purchase order encumbers funds in the amount of \$336,120.00, for the purchase of Advanced Traffic Controllers, awarded on May 3, 2012, to Texas Highway Products, LTD., of Round Rock, Texas in accordance with Texas Highway Products, LTD's response to ITB# 12-10507-RH. The following is incorporated into and made part of this purchase order by reference: bid submitted by your firm in response to City of Lubbock ITB# 12-10507-RH.

Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Tom Martin, Mayor

Rebecca Garza, City Secretary

**City of Lubbock, Texas
Purchasing and Contract Management**

BID FORM

In compliance with the **Invitation to Bid 12-10507-RH**, 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 12-10507-RH is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UOM	DESCRIPTION	UNIT PRICE*	Extended Cost
1.	60	EA	ATC 2070L Unit Chassis with 2070 Modules as listed as item 2.3.1 in the general requirements <i>(to be delivered within 60 days after receipt of order).</i>	\$ 1,474.00	\$ 88,440.00
2.	50	EA	ATC 2070L Unit Chassis with 2070 Modules as listed as item 2.3.1 in the general requirements <i>(to be delivered within 210 days after receipt of order).</i>	\$ 1,474.00	\$ 73,700.00
3.	50	EA	ATC 2070L Unit Chassis with 2070 Modules as listed as item 2.3.1 in the general requirements <i>(to be delivered within 360 days after receipt of order).</i>	\$ 1,474.00	\$ 73,700.00
4.	40	EA	ATC 2070L Unit Chassis with 2070 Modules as listed as item 2.3.1 in the general requirements <i>(to be delivered within 510 days after receipt of order).</i>	\$ 1,474.00	\$ 58,960.00
5.	45	EA	CPU Module with Ethernet port and a minimum of 8 megabyte flash memory <i>(to be delivered with the first shipment of controllers, within 60 days after receipt of order).</i>	\$ 589.00	\$ 26,505.00
6.	15	EA	Field I/O Module with parallel inputs and outputs, for 332 & 336 Cabinets, <i>(to be delivered with the first shipment of controllers, within 60 days after receipt of order).</i>	\$ 482.00	\$ 7,230.00
7.	10	EA	Front Panel Module, 8x40 character display with keyboard and serial connectors <i>(to be delivered with the first shipment of controllers, within 60 days after receipt of order).</i>	\$ 250.00	\$ 2,500.00
8.	15	EA	Power Supply Module, 10 Amp <i>(to be delivered with the first shipment of controllers, within 60 days after receipt of order).</i>	\$ 339.00	\$ 5,085.00
TOTAL BID					\$ 336,120.00

***PRICE: F.O.B. Destination; Freight Charges must be included in bid price.**

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

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES NO

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

THIS BID IS SUBMITTED BY Texas Highway Products, LTD a corporation organized under the laws of the State of Texas, or a partnership consisting of N/A or an individual trading as N/A of the City of Round Rock
 Firm: Texas Highway Products, LTD
 Address: 1309 Clark St.
 City: Round Rock State: TX Zip: 76574

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 American	Other (Specify)

N/A

By Casey Haines Date: 04/12/2012
Authorized Representative - must sign by hand

Officer Name and Title: Casey Haines, Estimator
Please Print

Business Telephone Number (512) 255-7633 FAX: (512) 255-7634

E-Mail Address: Casey@trafficsignals.com

<p>FOR CITY USE ONLY</p> <p>Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____</p> <p>Date of Award by City Council (<i>for bids over \$25,000</i>): _____ Date P.O./Contract Issued: _____</p>

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
Traffic Engineering
Bid Tabulation
May 3, 2012**

BID 12-10507-RH

2070 Advanced Traffic Controllers

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	60	EA	ATC 2070L Unit Chassis (60 day delivery)			
			Texas Highway Products, Ltd	Round Rock, TX	1,474	\$ 88,440
			McCain, Inc.	League City , TX	1,777	106,640
2	50	EA	ATC 2070L Unit Chassis (210 Day Delivery)			
			Texas Highway Products	Round Rock, TX	1,474	73,700
			McCain, Inc.	League City , TX	1,777	88,867
3	50	EA	ATC 2070L Unit Chassis (360 Day Delivery)			
			Texas Highway Products	Round Rock, TX	1,474	73,700
			McCain, Inc.	League City , TX	1,777	88,867
4	40	EA	ATC 2070L Unit Chassis (510 Day Delivery)			
			Texas Highway Products	Round Rock, TX	1,474	58,960
			McCain, Inc.	League City , TX	1,777	71,094
5	45	EA	CPU Module			
			Texas Highway Products	Round Rock, TX	589	26,505
			McCain, Inc.	League City , TX	605	27,242
6	15	EA	Field I/O Module			
			Texas Highway Products	Round Rock, TX	482	7,230
			McCain, Inc.	League City , TX	390	5,846
7	10	EA	Front Panel Module			
			Texas Highway Products	Round Rock, TX	250	2,500
			McCain, Inc.	League City , TX	260	2,600
8	15	EA	Power Supply Module			
			Texas Highway Products	Round Rock, TX	339	5,085
			McCain, Inc.	League City , TX	383	5,745
			Overall Total:			
			Texas Highway Products	Round Rock, TX	\$ 336,120	
			McCain, Inc.	League City , TX	396,901	

**City of Lubbock, TX
Capital Project
Project Cost Detail
May 3, 2012**

Capital Project Number: 92216
 Capital Project Name: Traffic Signal Upgrades

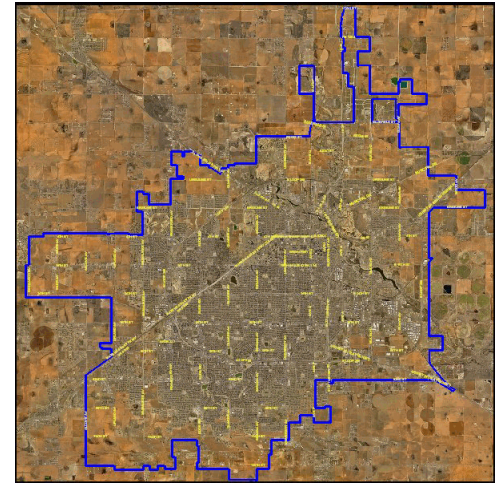
	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 6,441
Kimley Horn Engineering Contract	372,589
Travel	1,531
Traffic Control System	32,836
Traffic Management System Contract	610,879
South Plains Communications	68,482
RudgedCom Switches	228,496
LED Signal Indications	22,166
Fiber Equipment	11,880
Aegis ITS, Inc. Contract	375,526
5.8 GHz Intersection Radios	122,896
 <i>Agenda Items May 3, 2012</i>	
Advanced Traffic Controllers Type 2070	336,120
<i>Encumbered/Expended To Date</i>	2,189,842
 <i>Estimated Costs for Remaining Appropriation</i>	
Signal Monitors	150,000
Radios	162,000
Switches (2nd Order)	65,000
Fiber Along Arterials	1,600,000
Unallocated	583,158
<i>Remaining Appropriation</i>	2,560,158
Total Appropriation	\$ 4,750,000

Managing Department **Traffic Engineering**

Project Manager **Sharmon Owens**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Design, purchase, and installation of new central software, new cabinets, new controllers, fiber optic line, where necessary, ethernet connections, light-emitting diode's (LED's), and video detection at some intersections.

Project Justification

The traffic signal system was purchased and installed in 1999. The improvements in technology and the communication issues with the signals suggests the need for a system wide upgrade to the traffic signal system and communications. The project includes new traffic central system software, upgrades to traffic controllers, installation of improved communication links to intersections, and possible video detection for the enhancement of traffic signal timing and management by the Traffic Management Center.

Project History

The City's traffic signal system runs off of a centralized computer system, which is approaching 10 years old, and is located in the Traffic Management Center, along with additional software (controllers) at each intersection. This system provides the necessary communications for traffic signal timing, emergency preemption, and congestion management. The central software currently communicates with the signals at the intersections through old twisted copper, some fiber, and radio towers. The signals tend to go offline due to communications issues and upgrades to controller software that are not compatible with the old central software. The City has had to revert to older versions of software to keep the system communicating.

\$725,000 was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-00106, December 2, 2009.

\$4,025,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
Construction	4,677,500	0	0	0	0	0	0	4,677,500
Design and Engineering	72,500	0	0	0	0	0	0	72,500
Total Project Appropriation	4,750,000	0	0	0	0	0	0	4,750,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
FY 2010 General Obligation Bonds	725,000	0	0	0	0	0	0	725,000
FY 2011 General Obligation Bonds	4,025,000	0	0	0	0	0	0	4,025,000
Total Funding Sources	4,750,000	0	0	0	0	0	0	4,750,000



Regular City Council Meeting

5. 14.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Zone Case 3048-D: Ordinance 2012-O0041 (between Mac Davis Lane and Glenna Goodacre Boulevard between Avenue U and Avenue V): Consider request of McDougal Construction (for McCanton Woods) for a zoning change from R-1 (Single-Family District) Specific Use to A-3 (High-Rise Apartment District) Specific Use for a student apartment complex on 6.185 acres, including Lots 1-24, Block 61, Overton Addition; Lots 1-16, Block 4, Overton Park Addition; and a portion of the adjacent right-of-way.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone six acres from R-1 Specific Use to A-3 Specific Use for a student oriented apartment complex.

Proposed Land Use:

The applicant proposes a student apartment complex with three-story structures and parking. The Specific Use designation allows an eight to ten foot reduced setback along the three surrounding streets: Mac Davis Lane, Avenue V, and Avenue U. The proposal eliminates a screening fence between the adjacent R-1 zoned properties, east and north of the project. A screening fence would not be required on the west side of the property. The proposal includes a wrought iron fence on three sides of the project with a screening fence on the south property line. The fence will honor the required corner cut off.

Adjacent Land Uses:

North: Residential, Zoned R-1 Specific Use

West: Residential, Zoned A-3 Specific Use, Apartments

South: (Residential), Zoned R-1 Specific Use

East: (school and park), Zoned R-2 (Two-Family District) and A-2 (High-Rise Apartment District)

Planning and Zoning (P&Z) Commission Public Hearing Notes:

One neighbor voiced some concerns about the required screening fence along the south edge of the project, but did not seem to have any further concerns regarding the case. No other citizens appeared before the P&Z Commission in opposition or support, other than the proponent.

Impact on the Comprehensive Land Use Plan (CLUP):

The case is a minor change to the amended CLUP for the North Overton Redevelopment. The area was originally proposed as single family residential, but the current market and extended need for apartments and student housing in the area is driving the request for the minor change to apartments. The buildings are proposed with a minimal setback, matching the adjacent area.

P&Z Commission Recommendation:

The P&Z Commission recommends approval of the case with the following three conditions:

1. Tied to the proposed site plan with a minimum setback to be consistent with the adjacent area, no structure

shall be within the standard 25-foot visibility triangle, and tied to the elevations with the ability for minor modifications.

2. That the requirement for a screening fence on the east and north side of the property be waived in lieu of a steel picket decorative fence, and a seven-foot metal screening fence on the south property line.
3. The perimeter steel picket decorative fence and utilities shall not be allowed in the visibility triangle.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3048-D

Zone Case 3048-D

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3048-D; A ZONING CHANGE FROM R-1 SPECIFIC USE TO A-3 SPECIFIC USE FOR AN APARTMENT COMPLEX, ON 6.185 ACRES, INCLUDING LOTS 1-24 BLOCK 61 OVERTON ADDITION AND LOTS 1-16 BLOCK 4 OVERTON PARK ADDITION AND A PORTION OF THE ADJACENT RIGHT OF WAY, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3048-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use to A-3 Specific Use for an apartment complex on 6.185 acres, including Lots 1-24 Block 61 Overton Addition and Lots 1-16 Block 4 Overton Park Addition and a portion of the adjacent right of way, City of Lubbock, Lubbock County, Texas, located between Mac Davis Lane and Glenna Goodacre Boulevard between Avenue U and Avenue V, subject to conditions, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the zone change be tied to the proposed site plan with a minimum setback to be consistent with the adjacent area, no structure shall be within the standard twenty-five foot (25') visibility triangle, and tied to the elevations with the ability for minor modifications.**
- 2. THAT the requirement for a screening fence on the east and north side of the property be waived in lieu of a steel picket decorative fence, and a seven foot (7') masonry screening fence on the south property line.**
- 3. THAT the perimeter steel picket decorative fence and utilities shall not be allowed in the visibility triangle.**

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 **between Mac Davis Lane and Glena Goodacre Boulevard between Avenue U and Avenue V**, 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 _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3048-D
April 3, 2012



P.Z.C. Case 3048-D

Request of McDougal Construction (for McCanton Woods) for a zoning change from R-1 Specific Use to A-3 Specific Use for an apartment complex





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457
(806) 775-2108

Applicant (Please Print) McDoagal Construction
5001 W. LOOP 289
Lubbock TX 79414
(806) 797-3162

For McPANTON WOODS
5001 W. LOOP 289
Lubbock TX 79414
(806) 797-3162

Location or Address: Between MAC DAVIS & Glenn Goodacre North Alley and Ave V & U
Legal Description: OVERTON PARK Lots 1-16 Block A & Block 61.
Existing Land Use: VACANT Existing Zoning:
Acreage or Square Footage of Property: 6.185
Zoning Requested:

Proposed Development: Multi-Family

If property is not subdivided, will preliminary plat be submitted? Yes No X

Applicant's Signature David R. McDoagal

Date

Filing Fee: \$490.00
(\$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.

Receipt 17279 C# 161511 For City Use Only M+B Map 1

Zone Case No.: 3048-D Agenda No.: 2

Request for zoning change from: R-1 SP. USE To:

6.185 acres of unplatted land out of Block O Section 1

on Lot(s) Block(s)

Subdivision Property Address: Between Mac Davis Lane and Glenn Goodacre Blvd, between Ave U and Ave V



OVERTON PARK UNIT TABULATION

UNIT NAME	UNIT TYPE	NET AREA(SF)	UNIT COUNT	PERCENTAGE	TOTAL AREA	% IMBROGIONE
G1	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G2	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G3	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G4	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G5	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G6	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G7	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G8	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G9	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G10	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
G11	20'-0" x 28'-0"	1,036	48	10%	21,000	20%
TOTALS			124	100%	210,000	100%

UNIT AVERAGE NET SF: 1,694.35

PROJECT DATA
 UNIT AVERAGE NET SF: 1,694.35
 ACREAGE: 3.61 ACRE(S)
 FLOORING: 100,000 SQ. FT.
 TOTAL FLOORING: 100,000 SQ. FT.



SCHEME 04
ARCHITECTURAL SITE PLAN

OVERTON PARK
HAMMOND JONES REAL ESTATE DEVELOPMENT
 LUBBOCK, TEXAS
 HPA#12000
 02/10/2012

HUMPHREYS & PARTNERS ARCHITECTS, L.P.
 5335 Avenue West, Suite 200, Lubbock, TX 79404 (817) 781-0044 (972) 710-8844
 www.humphreys.com
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FRONT ELEVATION

SCALE: 1/8"=1'-0" (24"x36" SHEET)

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 This project was prepared by the undersigned for the purposes stated herein and is not to be construed as a contract or any other legal instrument. The undersigned assumes no responsibility for the construction of the project or for any other matter arising out of the project.

HUMPHREYS & PARTNERS ARCHITECTS L.P.
 3009 Apollo Road, Suite 300, Dallas, TX 75244-9733-7000
 www.humphreys.com mobile@humphreys.com
 Dallas, Charlotte, Irvine, Los Angeles, San Francisco, Chicago, Phoenix



OVERTON PARK
HAMMOND JONES REAL ESTATE DEVELOPMENT
 LUBBOCK, TEXAS
 HPA#12000
 03/14/2012



BLDG TYPE II FRONT ELEVATION (81% BRICK, 19% HARDI)

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OVERTON PARK
HAMMOND JONES REAL ESTATE DEVELOPMENT
 02/10/2012 HPA#12000
 LUBBOCK, TEXAS



HUMPHREYS & PARTNERS ARCHITECTS, L.P.
 5338 Alpha Street, Suite 200 Dallas, TX 75246 (972) 791-0038 (972) 791-9859
 DALLAS CHARLOTTE DENV. LAS VEGAS MIAMI MIAMI FLA. NEW YORK ORLANDO PHOENIX

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.: 3048-D

In Favor of

Opposed

Reasons and/or Comments:

Only Home owend - widowed - Sentimental
Values.



Print Name: SYLVALENE JOHNSON
Signature: Sylvalene Johnson
Address: 2024 MAC DAVIS LANE
Address of Property Owned: 2024 MAC DAVIS LANE
& 2024 MAC DAVIS LANE
(REAR)



Regular City Council Meeting

5. 15.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Zone Case 1647-E: Ordinance 2012-O0043 Consider request of Cedar Ridge Consulting (for Lubbock Wrecker) for zoning change from M-2 (Heavy Manufacturing District) to M-2 Specific Use for auto auction and salvage yard on 9.46 acres of unplatted land out of Block S, Sections 3 and 4, and the north portion of Tract A, Cover-All Addition (3215 Slaton Highway).

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone 9.46 acres of unplatted land from M-2 to M-2 Specific Use for an automobile auction storage yard and sale of vehicle parts (salvage yard). The parcel will be an addition to Lubbock Wrecker's existing facility. A salvage yard is allowed as a Specific Use use in M-2 zoning so long as it follows the guidelines in the Specific Use section of the Code.

Proposed Land Use:

The applicant proposed an auto auction storage yard and used vehicle parts sale (salvage yard) in conjunction with the existing salvage yard.

Adjacent Land Uses:

North: Industrial, Zoned M-2 - vacant

South: Industrial, Zoned M-1 (Light Manufacturing District) – trailer sales

East: Industrial, Zoned M-2- diesel parts sales

West: Industrial, Zoned M-2 - Lubbock Wrecker

Planning and Zoning (P&Z) Commission Public Hearing Notes:

Other than the proponent, no citizens appeared before the P&Z Commission in opposition or support.

Impact on the Comprehensive Land Use Plan (CLUP):

With this being an addition to an existing wrecking yard that will be completely fenced, there should be little impact on the CLUP, as the property is already zoned M-2 and is an extension of the adjacent use for the existing business.

P&Z Commission Recommendation:

The P&Z Commission recommends approval of the case with the following condition:

1. The north, west, and south boundaries shall be screened with a fence to match the existing adjacent fence.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance

Zone Case 1647-E

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. 1647-E; A ZONING CHANGE FROM M-2 TO M-2 SPECIFIC USE FOR AN AUTO AUCTION AND SALVAGE YARD, ON 9.46 ACRES OF UNPLATTED LAND OUT OF BLOCK S, SECTIONS 3 AND 4, AND NORTH PART OF TRACT A, COVER-ALL ADDITION, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1647-E

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 M-2 to M-2 Specific Use for **an auto auction and salvage yard on 9.46 acres of unplatted land out of Block S, Sections 3 and 4, and north part of Tract A, Cover-All Addition, City of Lubbock, Lubbock County, Texas, located at 3215 Slaton Highway, subject to conditions, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the north, west, and south boundaries shall be screened with a fence to match the existing adjacent fence.**

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 **M-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **3215 Slaton Highway**, 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 _____.

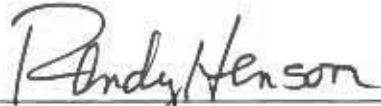
Passed by the City Council on second reading on _____.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



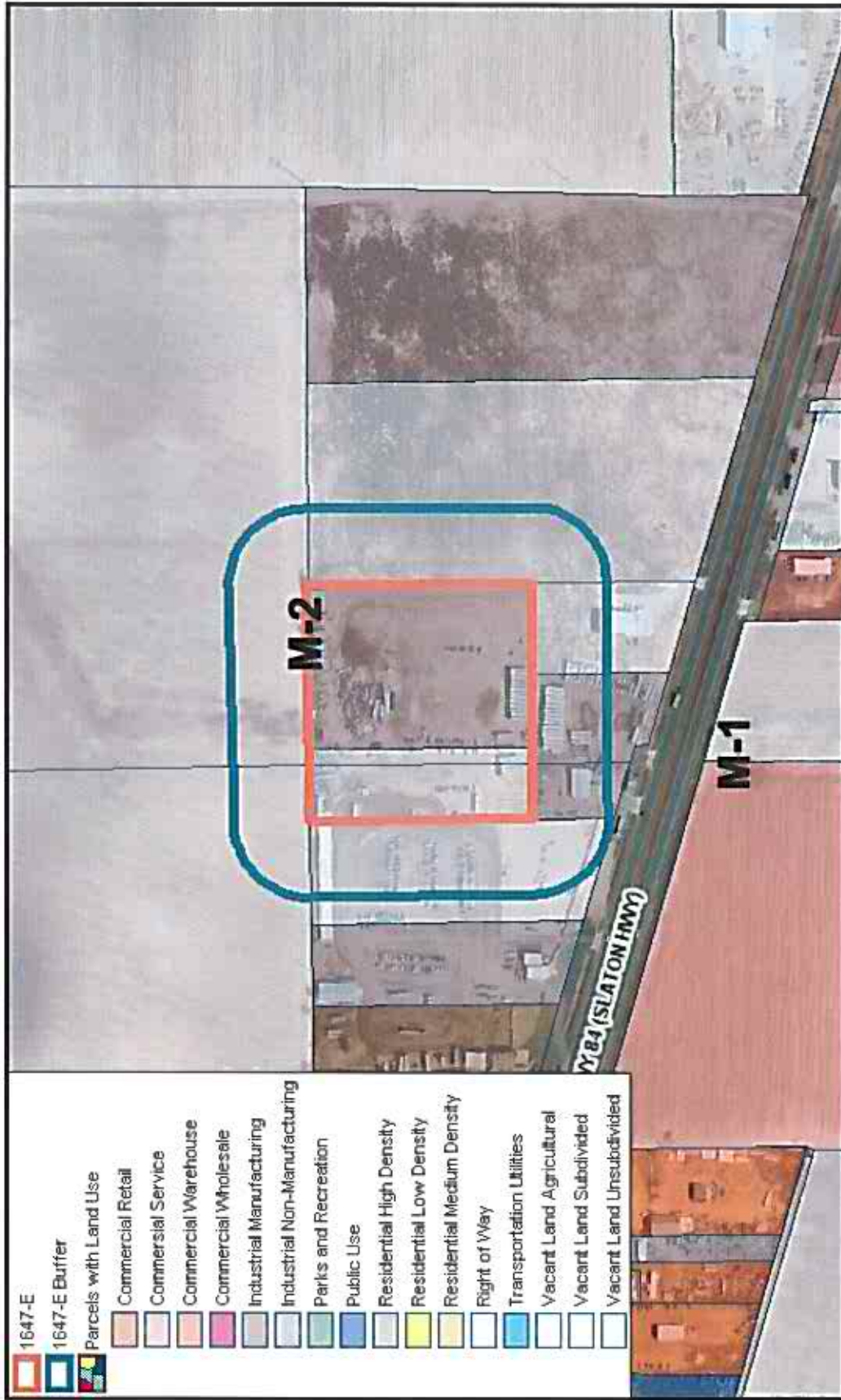
Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1647-E
April 3, 2012



P.Z.C. Case 1647-E

Request of Cedar Ridge Consulting (for Lubbock Wrecker) for zoning change from M-2 to M-2 Specific Use for auto auction and salvage yard



Dec. 2009 Aerial Photography P.Z.C. Case 1647-E





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) David Riley- Cedar Ridge Consulting
405 N. I 27
Lubbock, Texas 79403
(806) 577-2990

For Lubbock Wrecker
3209 Slaton Hwy.
Lubbock, Texas 79404
(806) 577-2990

Location or Address: Slaton Hwy.
Legal Description: Cover-All Addition (North ortion of tract A) Section 4, Block S
Existing Land Use: Vacant Existing Zoning:
Acreage or Square Footage of Property: 6.534 acres -> 12.034
Zoning Requested: Auto salvage yard

Proposed Development: Auto auction storage yard including sale of used Vehicle PARTS

If property is not subdivided, will preliminary plat be submitted? Yes X No
Scott Brown by David Riley Applicant's Signature 03-12-2012 Date

Filing Fee: \$491.60
(\$475.00 for the first acre; \$1.00 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-17293 CR# 1102 For City Use Only M+B MAP 17
Zone Case No.: 1647-E Agenda No.: 4
Request for zoning change from: M-2 To: M-2 SP USE

6.534 acres of UNPLATTED land out of Block S sections 3 and 4. And
on Lot(s): North Pt of Tract A Block(s):
Subdivision: Cover-All Address: 3215 Slaton Hwy



Regular City Council Meeting

5. 16.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Zone Case 1061-J: Ordinance 2012-O0044 Consider request of CMS Properties (for Equity Commercial Properties, Ltd.) to amend Ordinance 2011-O0055 to add automobile rentals as an approved restrictions to the current IHC (Interstate Highway Commercial District) with restrictions zoning on Tract D, Wal-Mart Addition (602 West Loop 289).

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to include one additional prohibited use, auto rental, at a strip shopping center on the West Loop 289, adjacent to the Wal-Mart at 4th Street and Frankford Avenue.

Proposed Land Use:

The applicant proposes a satellite auto rental agency office in the shopping center. The center has struggled for occupancy being located on the one way service road.

Adjacent Land Uses:

North: Residential, Apartment, Zoned A-1 (Family Apartment District)

South: Commercial, Wal-Mart, Zoned C-3 (General Retail District) Specific Use

East: West Loop 289

West: Commercial, Wal-Mart, Zoned C-3 Specific Use

Planning and Zoning (P&Z) Commission Public Hearing Notes:

Other than the proponent, no citizens appeared before the P&Z Commission in opposition or support.

Impact on the Comprehensive Land Use Plan (CLUP):

The center is currently zoned IHC and the addition of the auto rental is not in conflict with the CLUP.

P&Z Commission Recommendation:

The P&Z Commission recommends approval of the case with the following condition:

1. No more than 15 rental vehicles shall be located at the site going out, returned, or in storage.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1061-J**; AMENDING ORDINANCE NO. 2011-00055 TO REMOVE AUTO AND RECREATIONAL VEHICLE SALES AS A DISALLOWED USE ON **TRACT D, WAL-MART ADDITION**, 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 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. 1061-J

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

That the conditions on **Tract D, Wal-Mart Addition**, City of Lubbock, Lubbock County, Texas located at **602 West Loop 289**, are amended to read as follows:

1. THAT the following uses are disallowed.

- 1. Auto body shop**
- 2. Auto brake shop**
- 3. Auto transmission shop**
- 4. Boat and boat trailer sales**
- 5. Candy plant**
- 6. Electrical equipment repairs**

7. **Feed store**
8. **Game room, pool hall**
9. **Garage, public repair**
10. **Garden Center**
11. **Gasoline service station**
12. **Golf driving range**
13. **Greenhouse or plant nursery**
14. **Home Improvement Center**
15. **Hotel or motel**
16. **Hot tamale plant**
17. **Lumber yard**
18. **Mobile home sales**
19. **Monument sales**
20. **Motor cycle shop**
21. **Muffler shop**
22. **Public market**
23. **Public kennel**
24. **Road machinery sales**
25. **Secondhand or used car sales**
26. **Trailer and Truck sales and service**
27. **Wholesale house, sales office and storage**

2. **THAT not more than fifteen (15) rental vehicles shall be located at the site either going out, returned or in storage.**

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.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

TOM MARTIN, MAYOR

ATTEST:

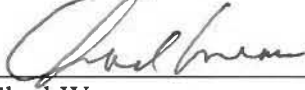
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1061-J
April 3, 2012



P.Z.C. Case 1061-J

Request of CMS Properties (for Equity Commercial Properties, Ltd.) for zoning change from IHC with a restriction of car rental to IHC to allow automobile rentals





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) CMS Properties
6306 Iola Ste. 200
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
(806) 794-1492
Telephone

For Equity Commercial Properties, Ltd.
6306 Iola Ste. 200
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
(806) 794-1492
Telephone

Location or Address: 602-612 W. Loop 289
Legal Description:* Tract D Wal-Mart Addition to the City of Lubbock, Lubbock County Texas
Existing Land Use: Retail Shopping Center Existing Zoning: IHC
Acreage or Square Footage of Property: 86,684.4 sq. ft.
Zoning Requested: IHC automobile rental

Proposed Development: Existing

If property is not subdivided, will preliminary plat be submitted? Yes No

Applicant's Signature

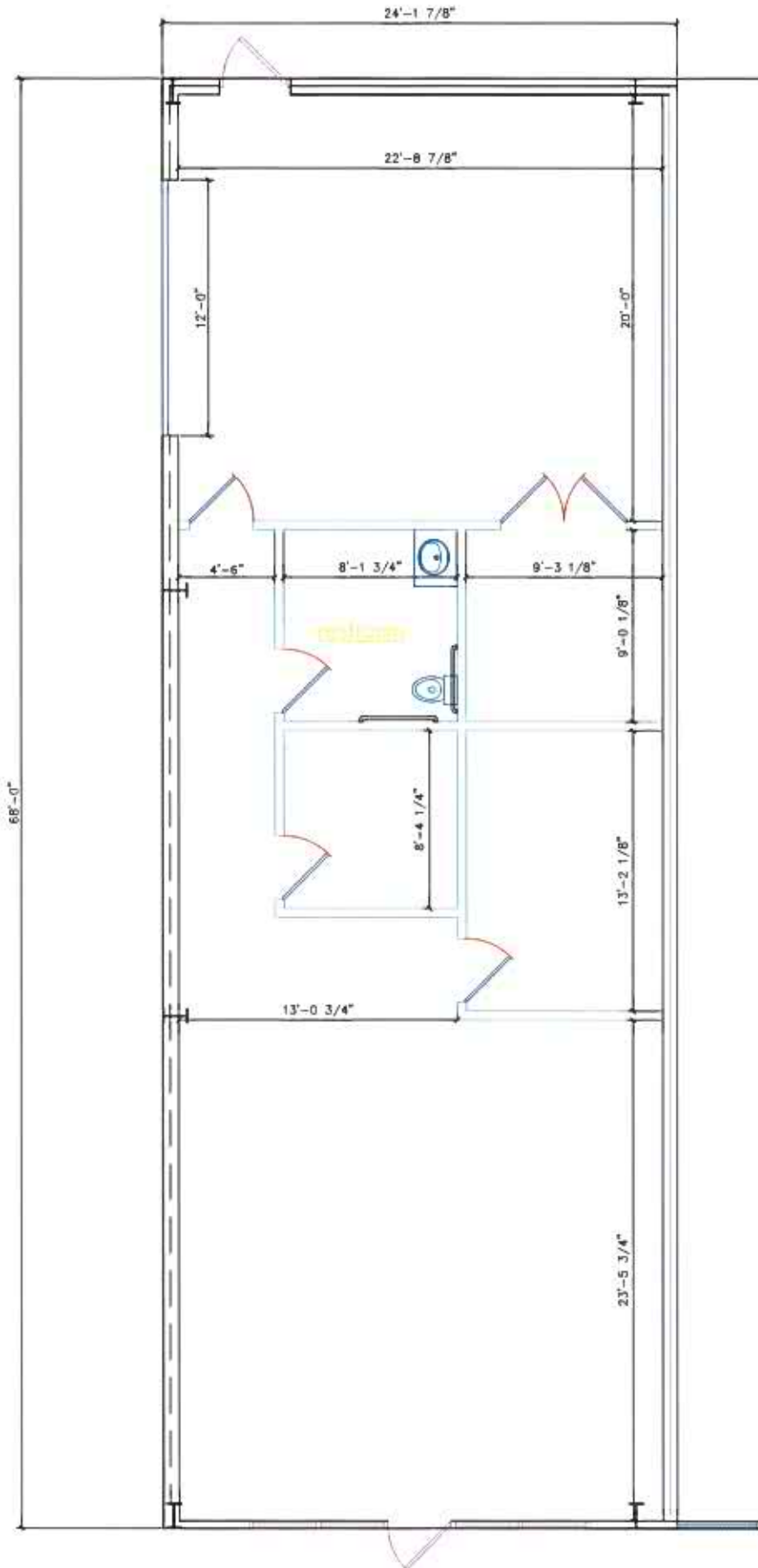
Date

Filing Fee: \$478.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

receipt 17289 CK# 16349 For City Use Only PAN: 03526 MOP 23
Zone Case No.: 1051-J Agenda No.: 5
Request for zoning change from: IHC To: IHC SR USE

on Lot(s): Tract D Block(s):
Subdivision: Wal Mart Address: 602 W Loop 289



1,619 SQ. FT.



Regular City Council Meeting

5. 17.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Zone Case 3174 (north of East 66th Street and east of Martin Luther King Boulevard): Ordinance 2012-O0045 Consider request of Bionitrogen Corporation for a zoning change from M-2 (Heavy Manufacturing District) to M-2 Specific Use for a fertilizer production facility on 49.52 acres of unplatted land out of Block S, Section 2.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone a parcel north of East 66th Street and east of Martin Luther King Boulevard from M-2 to M-2 Specific Use for a fertilizer production facility. The applicant zoned the adjacent property for the same purpose and requests the zone change to move the facility next door. The former site will eventually lapse to M-2 after 30 months.

Proposed Land Use:

The applicant proposes a fertilizer production facility, allowed by a Specific Use designation in M-2, provided all requirements are met.

Adjacent Land Uses:

North: Manufacturing, Zoned M-2, vacant

South: Manufacturing, Zoned M-2, vacant

East: Manufacturing, Zoned M-2, vacant

West: Manufacturing, Zoned M-2, vacant

Planning and Zoning (P&Z) Commission Public Hearing Notes:

Other than the proponent, no citizens appeared before the P&Z Commission in opposition or support.

Impact on the Comprehensive Land Use Plan (CLUP):

The request is in compliance with the CLUP. The proposed use should not have a negative impact on the surrounding properties, and should not be a detriment to traffic in the area.

P&Z Commission Recommendation:

The P&Z Commission recommends approval of the case.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

ordinance

Zone Case 3174

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. 3174; A ZONING CHANGE FROM M-2 TO M-2 SPECIFIC USE FOR FERTILIZER PRODUCTION FACILITY ON 49.52 ACRES OF UNPLATTED LAND OUT OF BLOCK S, SECTION 2, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3174

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 M-2 to M-2 Specific Use for **fertilizer production facility on 49.52 acres of unplatted land out of Block S, Section 2, City of Lubbock, Lubbock County, Texas, located at north of East 66th Street and east of Martin Luther King Boulevard**, 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 **M-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **north of East 66th Street and east of Martin Luther King Boulevard**, 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 _____.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



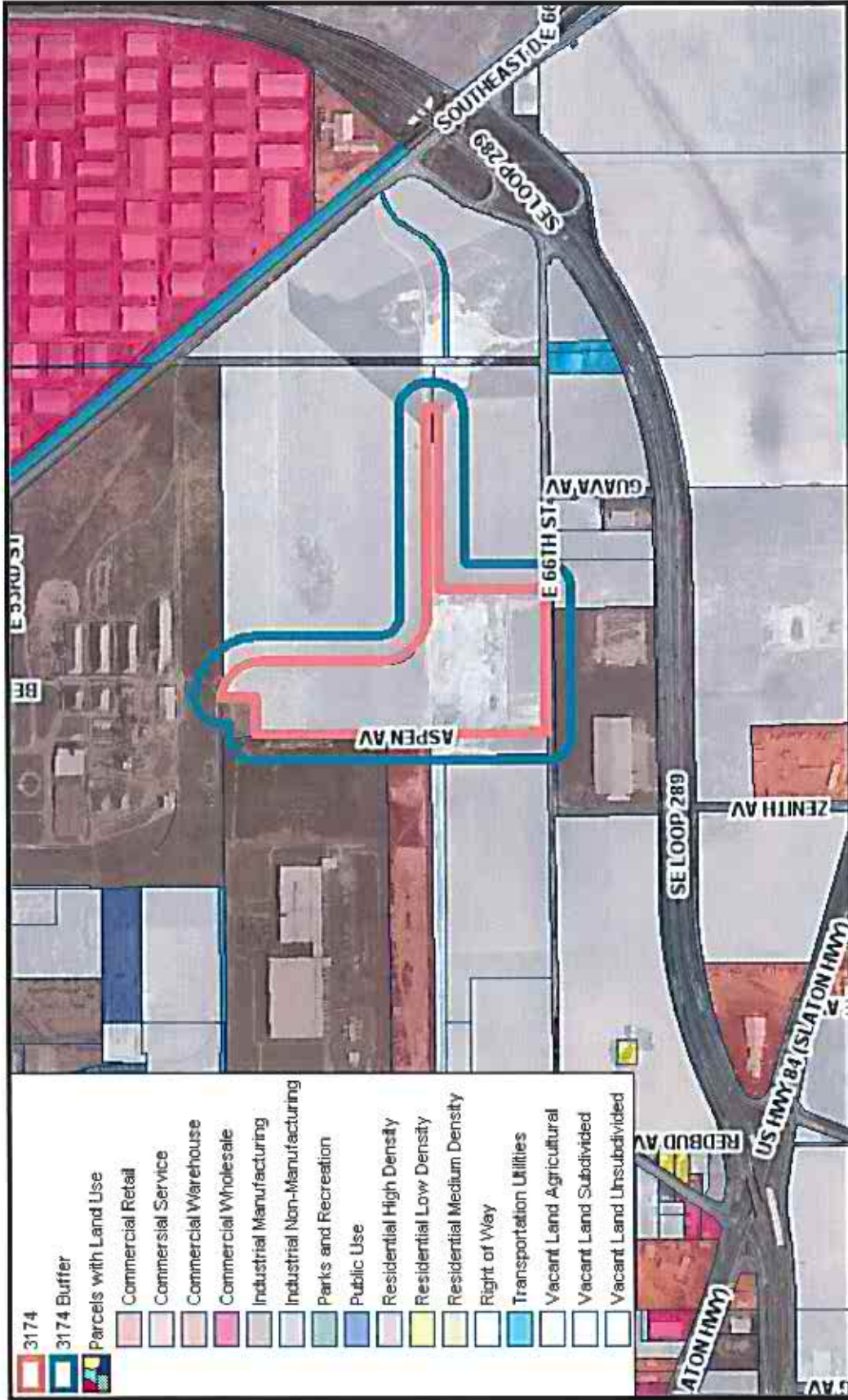
Randy Henson, Director of Planning

APPROVED AS TO FORM:



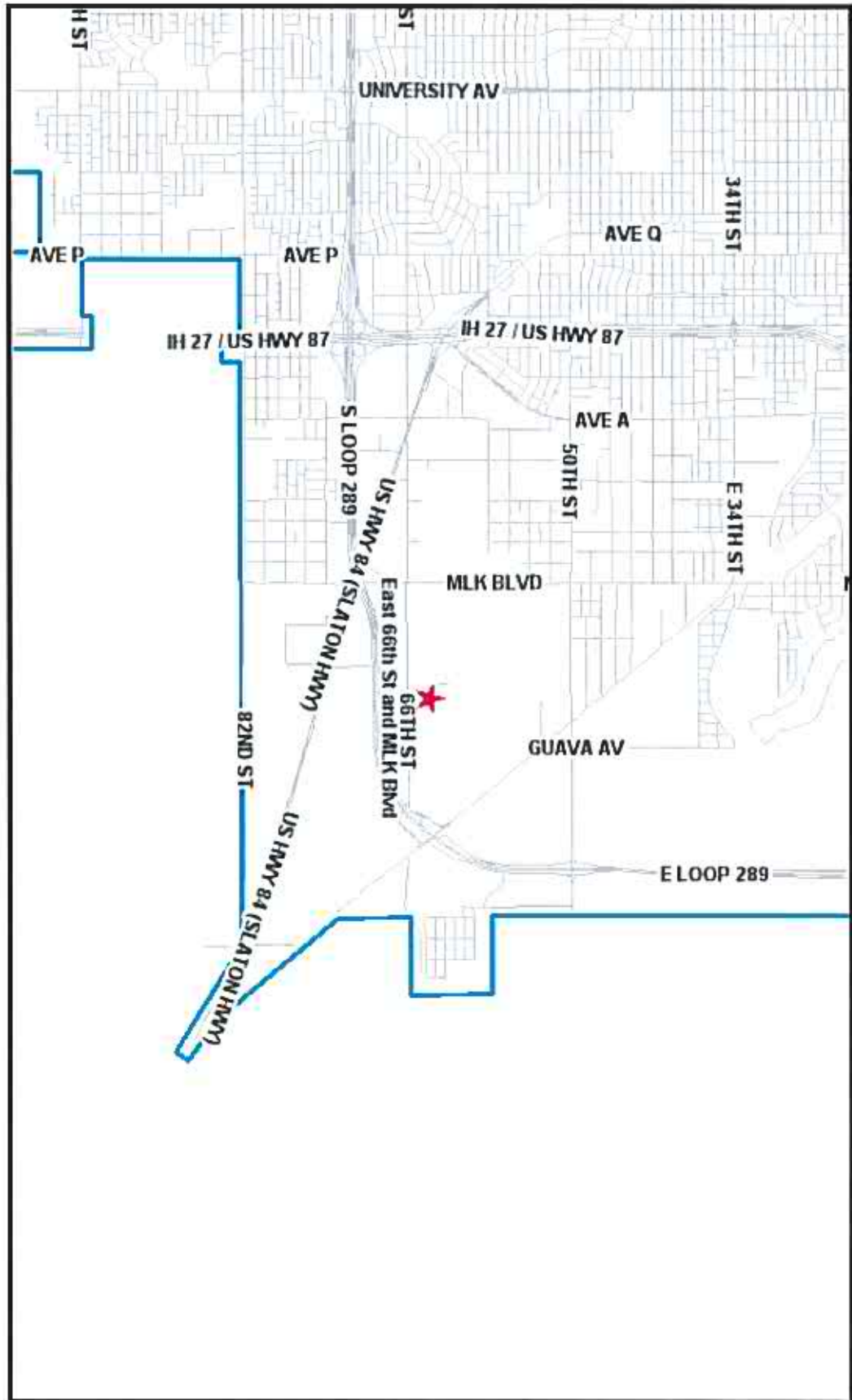
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3174
April 3, 2012



P.Z.C. Case 3174

Request of Bionitrogen Corp. for a zoning change from M-2 to M-2 Specific Use for fertilizer production facility





APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) BIONITROGEN CORP.
4225 85TH STREET
LUBBOCK TX. 79423
(800) 794-8545

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: E 66th Street Lubbock, Texas

Legal Description: BLK S AB 446 TR G AC: 49.52

Existing Land Use: Existing Zoning:

Acreage or Square Footage of Property: 49.5 ACRES

Zoning Requested: CHANGE FROM M2 TO M2 SPECIFIC

Proposed Development: FERTILIZER FACILITY

If property is not subdivided, will preliminary plat be submitted? Yes [checked] No

Applicant's Signature [Handwritten Signature]

Date

Filing Fee: \$620.50
(\$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.

Receipt 17292 CTD 6308 For City Use Only M+B 1/19/16

Zone Case No.: 3174 Agenda No.: 6

Request for zoning change from: M-2 To: M-2 SP USE

49.52 acres of unplatted land out of Block B Section 2

on Lot(s): Block(s):

Subdivision: Address: North of E 66th St East of MLK Blvd

PERIMETER & IMPROVEMENT SURVEY OF A 49.52 ACRE TRACT
OF LAND LOCATED IN,
SECTION 2, BLOCK S
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 49.52 acre tract of land located in Section 2, Block S, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the South line of Section 2, Block S, for the Southeast corner of this tract, which bears N. 88°50'38" W. a distance of 1856.00 feet from the Southeast corner of Section 2, Block S, Lubbock County, Texas;

THENCE N. 88°50'38" W., along the South line of Section 2, a distance of 1160.00 feet to a 1/2" iron rod with cap set for the Southwest corner of a 97.65 acre tract described in Volume 6044, Page 234, Real Property Records of Lubbock County, Texas, and the Southwest corner of this tract;

THENCE N. 01°10'28" E., along the West line of said 97.65 acre tract, at 40.00 feet pass a 1/2" iron rod with cap found in the North line of a graded county road (State Street), at 963.5 feet pass the Northwest corner of said 97.65 acre tract, at 1001.5 feet pass a 3/4" iron pipe found at the Southwest corner of a 140.82 acre tract described in Volume 6044, Page 234, Real Property Records of Lubbock County, Texas, at 1006.5 feet pass the Southeast corner of Tract 1, Jarvis-Williamson Addition to the City of Lubbock, at 1120.50 feet pass a 1/2" iron rod with cap found at the Northeast corner of said Tract 1 and the Southeast corner of Tract "A", South Plains Industrial Addition to the City of Lubbock, continuing along the West line of said 140.82 acre tract for a total distance of 2345.19 feet to a 3/4" iron pipe found at the most Southerly Southwest corner of Lot 1, Paymaster Addition to the City of Lubbock and the most Westerly Northwest corner of this tract;

THENCE S. 89°17'26" E., along the most Southerly line of said Lot 1, a distance of 300.00 feet to 5/8" iron rod with cap found at the most Southerly Southeast corner of said Lot 1 and a corner of this tract;

THENCE N. 01°10'28" W., along an Easterly line of said Lot 1, a distance of 201.27 feet to a 1/2" iron rod with cap set at 18.00 feet from the centerline of an existing railroad spur track for the most Northerly corner of this tract;

THENCE Southeasterly, around a curve to the right, 18.00 feet westerly of and parallel with an existing railroad spur track, said curve having a radius of 338.26 feet, a central angle of 79°12'40", a chord bearing of S. 39°42'10" E., and a chord distance of 431.28 feet to a 1/2" iron rod with cap set for a point of intersection;

THENCE S. 01°10'33" W., 18.00 feet West of and parallel with an existing railroad spur track, a distance of 933.89 feet to a 1/2" iron rod with cap set for a point of intersection;

THENCE Southeasterly, around a curve to the left, said curve having a radius of 401.34 feet, a central angle of 79°37'56", a chord bearing of S. 37°23'54" E., and a chord distance of 513.97 feet to a 1/2" iron rod with cap set for a point of intersection;

THENCE S. 89°30'34" E., a distance of 1712.39 feet to a 1/2" rod with cap set for the most Easterly Northeast corner of this tract;

THENCE S. 01°10'28" W., a distance of 100.00 feet to a 1/2" rod with cap set for the most Easterly Southeast corner of this tract;

THENCE N. 88°50'24" W., a distance of 1455.00 feet to a 1/2" rod with cap set for a corner of this tract;

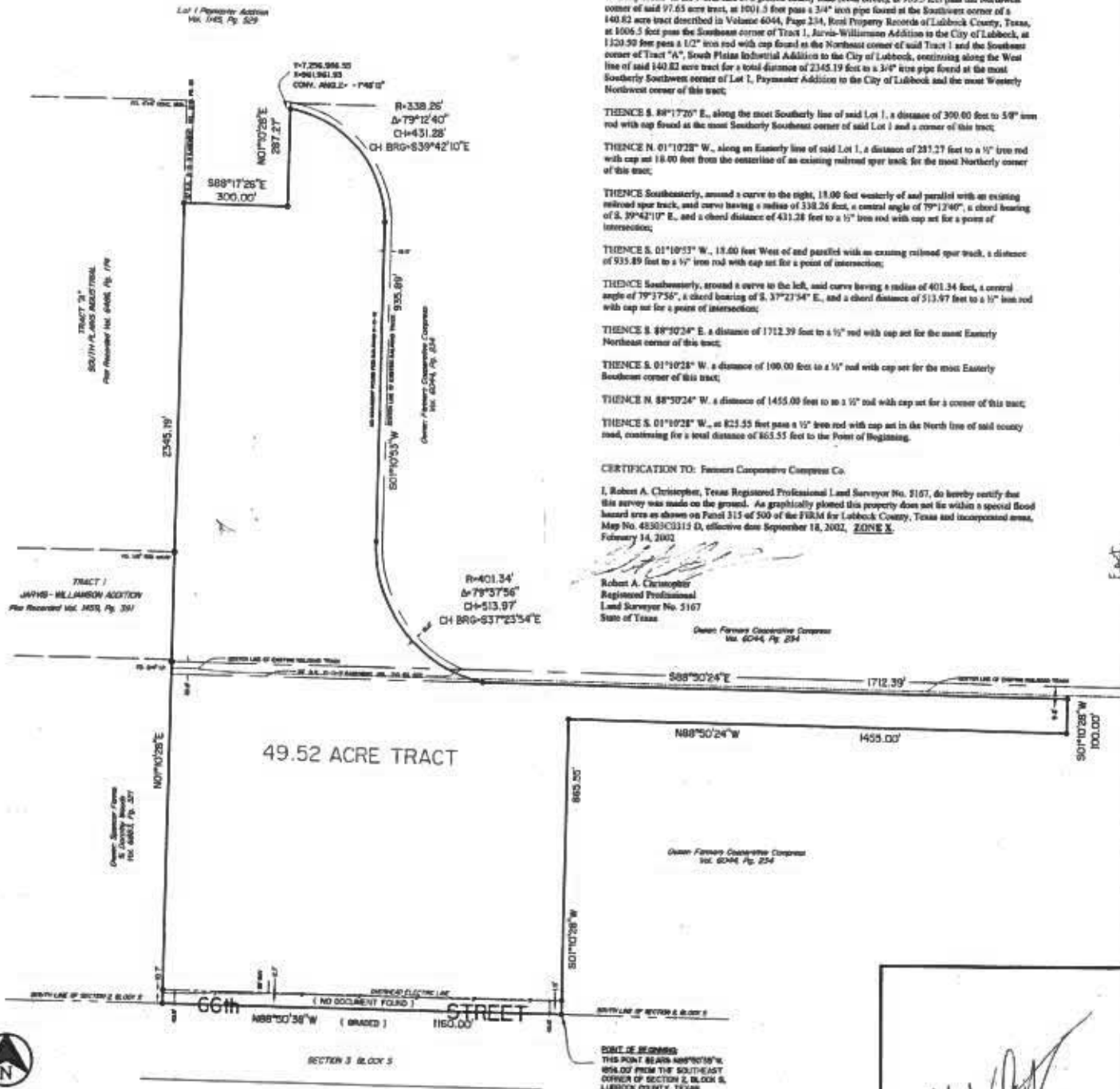
THENCE S. 01°10'28" W., at 823.55 feet pass a 1/2" iron rod with cap set in the North line of said county road, continuing for a total distance of 865.55 feet to the Point of Beginning.

CERTIFICATION TO: Farmers Cooperative Company

I, Robert A. Christopher, Texas Registered Professional Land Surveyor No. 5167, do hereby certify that this survey was made on the ground. As graphically plotted this property does not lie within a special flood hazard area as shown on Panel 315 of 500 of the FIRM for Lubbock County, Texas and incorporated areas, Map No. 48303C0313 D, effective date September 18, 2002, ZONE X.
February 14, 2002

Robert A. Christopher
Registered Professional
Land Surveyor No. 5167
State of Texas

Dean Farmers Cooperative Company
Vol. 6044, Pg. 234



SCALE: 1"=200'
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN
● - SET 1/2" ROD w/CAP
○ - FD. 5/8" ROD w/CAP
● - FD. 3/4" IRON PIPE
224618 / JRD

IMPROVEMENTS AND UTILITIES WERE NOT LOCATED BY THIS SURVEY.
NO ABSTRACT OF TITLE OR TITLE COMMITMENT WAS PROVIDED TO THIS SURVEYOR. RECORD RESEARCH DONE BY THIS SURVEYOR WAS MADE ONLY FOR THE PURPOSE OF DETERMINING THE BOUNDARY OF THIS PROPERTY AND OF THE ADJOINING PARCELS. RECORD DOCUMENTS OTHER THAN 1-86 SHOWN ON THIS SURVEY MAY EXIST AND ENCUMBER THIS PROPERTY.

BEARINGS AND COORDINATES RELATIVE TO TEXAS COORDINATE SYSTEM, NAD 83, NORTH-CENTRAL ZONE, CITY OF LUBBOCK GEODETIC CONTROL AND AERIAL NETWORK, CONTROL POINTS 1470, 1471, AND 1472.

DISTANCES ARE SURFACE, U.S. SURVEY FEET.

0\BLOCKS\02\49.52 Acre Tract.dwg

POINT OF BEGINNING
THIS POINT BEARS N89°00'00" W.
963.5 FEET FROM THE SOUTHEAST
CORNER OF SECTION 2, BLOCK S,
LUBBOCK COUNTY, TEXAS.
N-7, PLS. 966 66
N-8, PLS. 961 66
CONV. ANGLE = 1°48'07"

WARNING
This plot should never be used as original signature screen or embossed seal.

HR HUGO REED
AND ASSOCIATES, INC.
LAND SURVEYORS
1023 AMHERST ST. LUBBOCK, TEXAS 79401
PHONE: (806) 782-8042 FAX: (806) 782-8958
CIVIL ENGINEERS
LUBBOCK, TEXAS 79401
PHONE: (806) 782-8042 FAX: (806) 782-8958

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Regular City Council Meeting

5. 18.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Zone Case 3043-B (east of Quaker Avenue and south of 103rd Street): Ordinance 2012-O0046 Consider request of Hugo Reed and Associates, Inc., (for James Morgan, Ltd.) for a zoning change from R-1 (Single-Family District) Specific Use and R-2 (Two-Family District) to R-1 Specific Use for reduced setbacks and R-1 Specific Use for garden homes on 28.4 acres of unplatted land out of Block E-2, Section 17.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone 28.4 acres of unplatted land from R-1 Specific Use and R-2 to R-1 Specific Use. This request will eliminate any duplex zoned property in this area. Requests for the Specific Use permit include: Area 1 - allowing 20-foot front setbacks, 5-foot culdesac, 5-foot side corner lots, and no rear setback when a garage does not face the alley; and Area 2 - allowing garden homes.

Proposed Land Use:

The applicant proposes single-family and garden homes.

Adjacent Land Uses:

North: Residential, Zoned R-1

South: Residential, Zoned R-1 and GO (Garden Office District)

East: Residential, Zoned R-1

West: Residential, Zoned C-2A (Restricted Local Retail District)

Planning and Zoning (P&Z) Commission Public Hearing Notes:

Other than the proponent, no citizens appeared before the P&Z Commission in opposition or support.

Impact on the Comprehensive Land Use Plan (CLUP):

The request is in compliance with the CLUP. Rear setback should not cause a traffic or visibility problem because fences can be constructed along the rear of the property as long as they are less than the height of the house.

P&Z Commission Recommendation:

The P&Z Commission recommends approval of the case.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

ordinance

Zone Case 3043-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. 3043-B; A ZONING CHANGE FROM R-1 SPECIFIC USE AND R-2 TO R-1 SPECIFIC USE FOR REDUCED SETBACKS AND R-1 SPECIFIC USE FOR GARDEN HOMES, ON 28.4 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTOIN 17, 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. 3043-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use and R-2** to **R-1 Specific Use for reduced setbacks and R-1 Specific Use for garden homes** on **28.4 acres of unplatted land out of Block E-2, Section 17, City of Lubbock, Lubbock County, Texas, located at east of Quaker Avenue and south of 103rd Street**, 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 and R-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **east of Quaker Avenue and south of 103rd Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



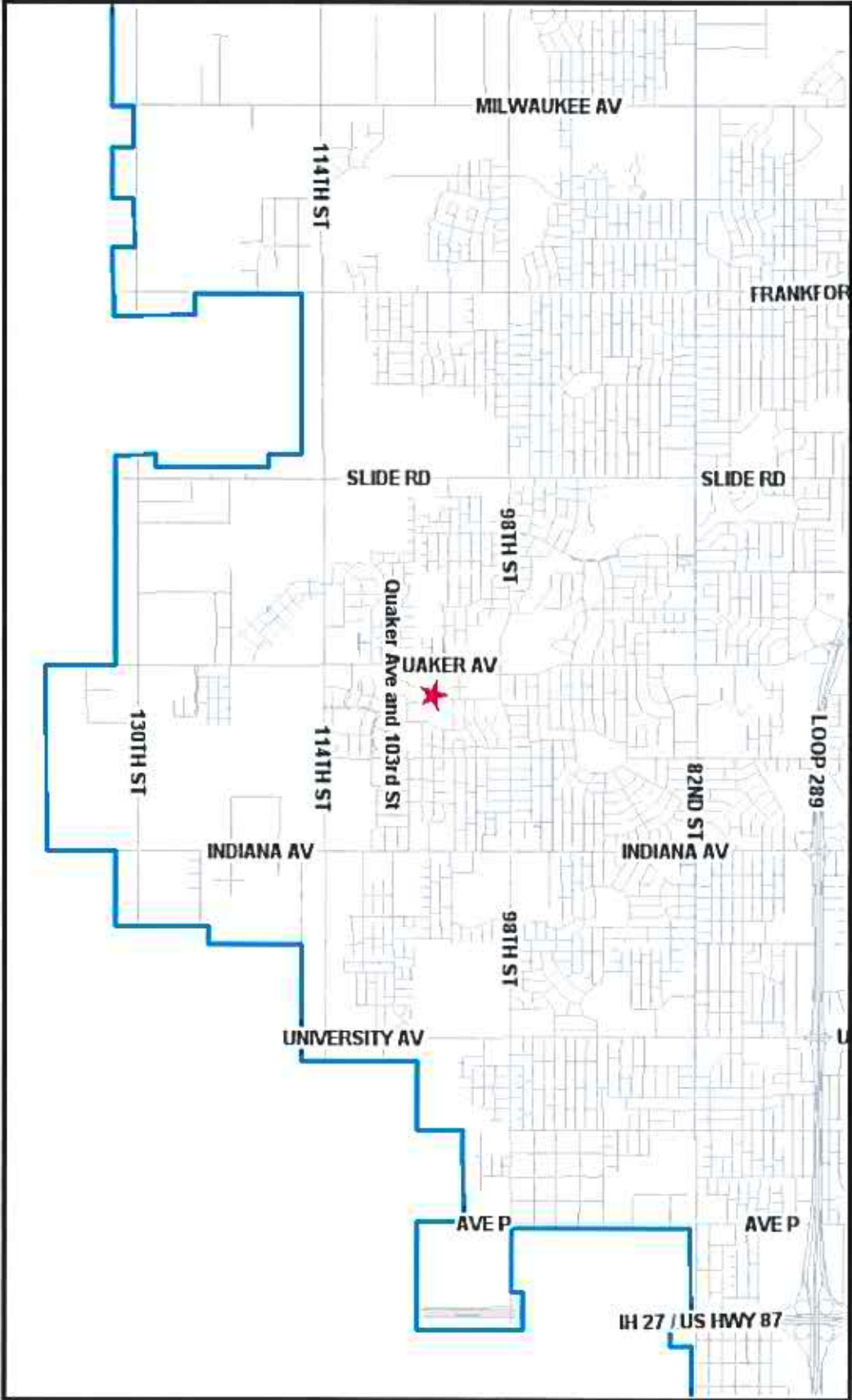
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3043-B
April 3, 2012



P.Z.C. Case 3043-B

Request of Hugo Reed and Associates, Inc. (for James Morgan, Ltd.) for a zoning change from R-1 Specific Use and R-2 to R-1 Specific Use for reduced setbacks and R-1 Specific Use for garden homes



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant Hugo Reed and Associates, Inc.
(Please Print)
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For James Morgan, Ltd.
3403 73rd Street, Suite 7
Street/Post Office Box
Lubbock, Texas 79423-1101
City State Zip
(806) 793-7477
Telephone

Location or Address: 105th and Norfolk Avenue

Legal Description:* See attached metes and bounds

Existing Land Use: Vacant **Existing Zoning:** R-1 Specific Use, R-2

Acreeage or Square Footage of Property: 28.4 acres

Zoning Requested: Area 1: R-1 Specific Use with the following Setbacks – 20' front set-back, 5' set-back on cul-de-sac lots, 5' side setbacks on end lots, and zero foot rear setback for garages where the garage door does not face the alley.
Area 2: R-2 with set-backs as noted above or as normally allowed for garden home or townhome lots, if applicable.

Proposed Development: Ravenwood

If property is not subdivided, will preliminary plat be submitted? Yes _____ No x


Applicant's Signature

March 12, 2012
Date

Filing Fee: \$559.00 (James Morgan, Ltd. ck#1282)
(\$475.00 for the first acre; \$3.00 for each additional acre)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

receipt 17294 ck# 1282 **For City Use Only** MIB 7/11/12 91

Zone Case No.: 3043-B

Agenda No.: 7

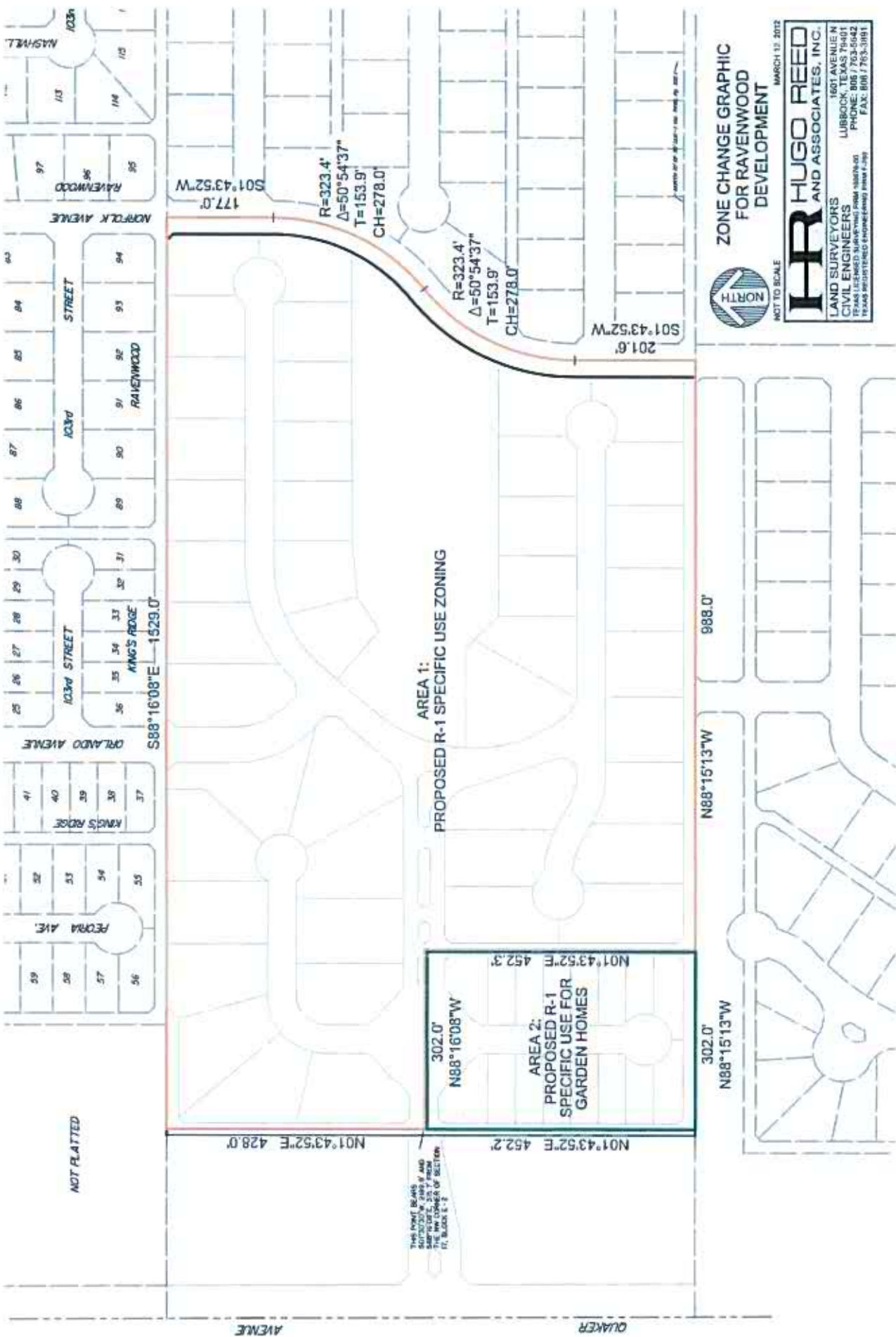
Request for zoning change from: R-1 SU, R-2

To: R-1 SU, ~~R-2~~ SU

on 28.4 acres of UNPLATTED land out of Block E-2, Section 17

on Lot(s) _____ Block(s) _____

_____ Addition (Address: East of Quaker Ave)
South of 103rd St



AREA 1:
PROPOSED R-1 SPECIFIC USE ZONING

AREA 2:
PROPOSED R-1 SPECIFIC USE FOR GARDEN HOMES



 NOT TO SCALE

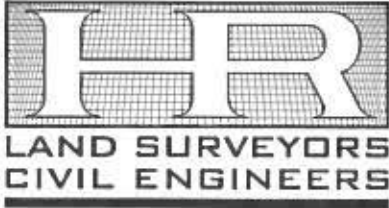
MARCH 12, 2012
HR HUGO REED
 AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806-793-3142
 FAX: 806-793-3181
TEXAS LICENSE SURVEYING 00481481-01
 TEXAS REGISTERED PROFESSIONAL ENGINEER 00481481-01

ZONE CHANGE GRAPHIC
 FOR RAVENWOOD
 DEVELOPMENT

NOT FLATTED

CROWN RIDGE

NOT FLATTED



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

Area 1: Proposed R-1 Specific Use (Reduced Setbacks)

METES AND BOUNDS DESCRIPTION of an approximately 25.4 acre tract of land located in Section 17, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears S. $01^{\circ}30'30''$ W., an approximate distance of 2189.9 feet and S. $88^{\circ}16'08''$ E., an approximate distance of 315.7 feet from the Northwest corner of Section 17, Block E-2, Lubbock County, Texas;

THENCE N. $01^{\circ}43'52''$ E., an approximate distance of 428.0 feet to a point;

THENCE S. $88^{\circ}16'08''$ E., an approximate distance of 1529.0 feet to a point;

THENCE S. $01^{\circ}43'52''$ W., an approximate distance of 177.0 feet to a point of curvature;

THENCE Southwesterly, along a curve to the right, said curve having a radius of approximately 323.4 feet, a central angle of approximately $50^{\circ}54'37''$, tangent lengths of approximately 153.9 feet and a chord distance of approximately 278.0 feet to a point of reverse curvature;

THENCE Southwesterly, along a curve to the left, said curve having a radius of approximately 323.4 feet, a central angle of approximately $50^{\circ}54'37''$, tangent lengths of approximately 153.9 feet and a chord distance of approximately 278.0 feet to a point of tangency;

THENCE S. $01^{\circ}43'52''$ W., an approximate distance of 201.6 feet to a point;

THENCE N. $88^{\circ}15'13''$ W., an approximate distance of 998.0 feet to a point;

THENCE N. $01^{\circ}43'52''$ E., an approximate distance of 452.3 feet to a point;

THENCE N. $88^{\circ}16'08''$ W., an approximate distance of 302.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Carl Russell

March 12, 2012



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5842 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-780
TEXAS LICENSED SURVEYING FIRM 100676-00

Area 2: Proposed R-1 Specific Use for Garden Homes

METES AND BOUNDS DESCRIPTION of an approximately 3.0 acre tract of land located in Section 17, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point which bears S. 01°30'30" W., an approximate distance of 2189.9 feet and S. 88°16'08" E., an approximate distance of 315.7 feet from the Northwest corner of Section 17, Block E-2, Lubbock County, Texas;

THENCE S. 88°16'08" E., an approximate distance of 302.0 feet to a point;

THENCE S. 01°43'52" W., an approximate distance of 452.3 feet to a point;

THENCE N. 88°15'13" W., an approximate distance of 302.0 feet to a point;

THENCE N. 01°43'52" E., an approximate distance of 452.2 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Carl Russell

March 12, 2012

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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.: 3043-B

In Favor of

Opposed

RECEIVED
APR 12 2012
PLANNING DEPARTMENT

Reasons and/or Comments:

I oppose reduced setbacks from the alley, not the street. Our alley is already used as a street between Norfolk and Orlando for access to United and 98th Street. Speeds are 20+ MPH. Reduced setbacks reduce visibility when backing cars. Cars can also extend into alley from garage door if car is large with reduced setback. Serious safety issue here.

Print Name: JAMES R. BOYD

Signature: JRB

Address: 4009 103RD ST.

Address of Property Owned: SAME

31 of 71
Zone Case Number: 3043-B 86154
BOYD JAMES R & MARLISE
4009 103RD ST

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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In Favor of

Opposed

RECEIVED

APR 02 2012

PLANNING DEPARTMENT

Reasons and/or Comments:

On the listed property for a zone change there is at least 2 signs that state - lots for sale from the mid 300,000.00 and up. We chose this neighborhood for the high standards it represents. No one person on the committee would be willing to vote for anything that would decrease the value of their property.

Print Name

Willard R. Free & Denesa R. Free

Signature:

Willard R. Free Denesa R. Free

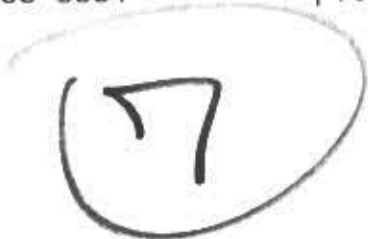
Address:

3914 106th ST

Address of Property Owned:

3914 106th ST

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3043-B

In Favor of

Opposed

Reasons and/or Comments:



Print Name James Morgan Ltd by Carl Russell

Signature: [Handwritten Signature]

Address: 104 to 106th between Norfolk & Pershing

Address of Property Owned: _____

Zone Case Number: **3043-B** 89703
JAMES MORGAN LTD
3403 73RD ST

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** 3043-B

In Favor of

Opposed

Reasons and/or Comments:



Print Name Carl Russell & Larry Elliott

Signature: [Handwritten Signature]

Address: 104th to 106th between Norfolk & Quaker

Address of Property Owned: _____

41 of 71
Zone Case Number: **3043-B** 89648
RUSSELL CARL M &
J LARRY ELLIOTT
3403 73RD ST SUITE 7
LUBBOCK TX 79423-1101

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3043-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 28 2012
PLANNING DEPARTMENT

Print Name Robert Ryan Brown
Signature: [Handwritten Signature]
Address: 4006-103
Address of Property Owned: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3043-B

In Favor of

Opposed

Reasons and/or Comments:

This will cause a decrease in property values in an already depressed area

RECEIVED

MAR 28 2012

PLANNING DEPARTMENT

Print Name Zane Vaughn

Signature: [Signature]

Address: 3908 105th St.

Address of Property Owned: 3908 105th St.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** 3043-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 28 2012
PLANNING DEPARTMENT

Print Name: _____

Signature: _____

Address: _____

Address of Property Owned: _____

46 of 71

Zone Case Number: **3043-B** 89665
ALLISON JAMES & NANCY
3910 105TH ST

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3043-B

In Favor of

Opposed

RECEIVED

MAR 19 2012

PLANNING DEPARTMENT

Reasons and/or Comments:

(1) OFFSET ALLOWED FOR GARDEN WOULD TO THE ALLEY CAUSES DANGEROUS AND CROWDED CONDITIONS IN ACCESS.

(2) UNCERTAIN DEED RESTRICTIONS FOR SQUARE FOOTAGE WILL DEVALUE PROPERTY

Print Name

ROYCE S AND SHARYN M IVORY

Signature:

ROYCE S. IVORY SHARYN M. IVORY

Address:

4007 103RD ST LUBBOCK, TX 79423

Address of Property Owned:

4007 103RD ST.



Regular City Council Meeting

5. 19.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Ordinance 2012-O0039 Consider an ordinance amending Chapter 38, Subdivisions, of the Code of Ordinances, providing for the amendment of such code; providing a savings clause; providing a penalty for the violation thereof; providing for publication; and providing an effective date.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

In September 2010, the City Council adopted a new code of ordinances addressing non-substantive issues; specifically and primarily to adopt a new numbering scheme for the Code which allows greater flexibility and allows for later expansion. This amendment brings forward substantive changes to this chapter which are intended to update legal references to current law, to repeal outdated and unnecessary provisions, and to conform the code to current style and practice.

Texas law allows municipalities to coordinate the platting, replatting, and conversion of raw land into subdivisions including streets, alleys, and development parcels. These regulations provide the framework for the Planning & Zoning Commission, developers and their representatives, and City staff to proceed through the land development process.

The last major rewrite of the Subdivision Regulations was in 1984. As staff reviewed this Chapter, it was apparent that the structure and organization of the Subdivision Regulations could be improved to assist those users in the steps and requirements involved in the development process. For this reason, the regulations were significantly re-structured. Included in the City Council agenda backup is a bulleted list of the most substantive changes to the Ordinance.

The Subdivision Regulations have been reviewed by all City Departments that are involved in the development process including Planning, Public Works Engineering, Building Inspection, Geographic Information Systems, Traffic Engineering, Fire Department, and Lubbock Power & Light. These changes have also been coordinated with Lubbock County. City Staff has also met with the Developers Council of the West Texas Homebuilders Association to review and discuss the proposed changes to the Ordinance. The Developers Council is in support of the changes and the re-write of the Ordinance.

A red-lined copy of the revised ordinance is not attached in the backup material. Since the entire chapter was re-organized and re-structured, it has completely changed. For your information, a copy of the original Chapter 38 is attached.

Fiscal Impact

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Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Chapter 38 Substantive Changes

Ordinance - Chapter 38

City of Lubbock Code of Ordinances
Chapter 38 – Subdivision Regulations
Substantive Changes
April 26, 2012

- A building permit for a platted lot or tract will not be issued until the water and sanitary sewer service has been installed and is operational. 38.02.002(c), 38.09.004(c) and 38.09.010(b).
- A building permit for a platted lot or tract will not be issued until the site is accessible by an all-weather surface. 38.02.002(c), 38.09.003(g) and 38.09.010(b).
- A portable document format (pdf) file will now be required for submittals of preliminary and final plats, drainage plans, and cut and fill plans. Three hard copies of the plats and plans are now required where previously up to twenty-five (25) hard copies were required. 38.03.001, 38.04.001, 38.04.004, and 38.07.001.
- Survey coordinates of at least two (2) points along the boundary of the final plat will be required. 38.04.003(c).
- Playa lake cut and fill operations and as-built cut and fill plans are required prior to the recording of a final plat. Bond in lieu of the completion of the cut and fill or the as-built plan may be allowed. 38.04.007(f) and 38.07.002(c).
- Street design standards are now described with reference to the City of Lubbock Public Works Engineering Design Standards rather than illustrations in the Code itself. R-1A streets are described as the minimum width streets allowed in residential subdivisions. The locations of R-1A, R-1, R-2, collector, industrial, and thoroughfare streets are now described. 38.05.001(i).
- Streets adjacent to any islands or medians approved by the City Council require a special design and construction details. As a standard, concrete pavement shall be required adjacent to islands or medians. 38.05.001(q).
- Right-of-way (ROW) cutoffs are required instead of radii at street and alley intersections. 38.05.001(h) and 38.05.002(a)(3). An alley angle point exceeding fifteen (15) degrees will require a ROW cutoff. 38.05.002(a)(4).
- The requirements for the content on cut and fill plan sheets was added. 38.07.001(b)
- A cut and fill plan approved by the Planning and Zoning Commission shall remain in effect for three (3) years. 38.07.001(c).
- Fill material in the public ROW, with a playa lake cut and fill operation, shall have a maximum Plasticity Index (PI) of twenty (20). 38.07.002(a)(9) (Note: It is already a requirement in the Public Works Engineering Design Standards and Specifications that all sub-grade within street or alley construction areas have a maximum PI of 20.)
- Any excavation related to a cut and fill operation shall be a minimum of ten (10) feet from any adjacent property line or street or alley ROW. 38.07.002(b).

- Excavation and fill requirements outside of lake areas were substantially re-written. 38.08
- As-built drawings of utility locations will now be required. The drawings will be submitted to the City with the as-built paving plans. 38.09.003(f).
- Street lighting requirements were substantially re-written. 38.09.005.
- Other traffic signs and traffic control devices were added as a developer cost. 38.09.007.
- Bond in lieu was substantially re-written. This was primarily expanded to further describe how the estimated costs of the required improvements can be determined and to expand bond in lieu as an option for more improvements. 38.09.009.

ORDINANCE NO. 2012-O _____

AN ORDINANCE AMENDING CHAPTER 38 (SUBDIVISIONS) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO REPEALING OUTDATED AND UNNECESSARY PROVISIONS, AMENDING PROVISIONS TO ENCOMPASS CURRENT PRACTICES, AND CONFORMING THE ORDINANCE TO THE STANDARDS AND CONVENTIONS OF THE REST OF THE CODE OF ORDINANCES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the citizens of the City of Lubbock to make the following amendments to Chapter 38 (Subdivisions) of the Code of Ordinances of the City of Lubbock; NOW, THEREFORE,

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

SECTION 1. THAT, Chapter 38 (Subdivisions) of the Code of Ordinances, City of Lubbock, Texas, is hereby repealed and the following provisions are enacted in its place and stead:

ARTICLE 38.01 GENERAL PROVISIONS

Sec. 38.01.001 Definitions

For the purpose of this chapter, the following phrases, words, and their derivatives shall be construed as defined in this section. All other words shall have their usual meaning. Whenever a public official is referred to by only the title of his office, such reference shall be construed as if followed by the words “of the City of Lubbock or designee,” unless the context indicates otherwise:

Block face. A tract of land having continuous common street frontage and located on one side of a street between intersecting streets.

Building setback. Building lines (front, rear, and side) are lines located horizontally a minimum distance from and parallel to the corresponding (front, rear, or side) lot line. No portion of a building shall extend over such lines unless provided in Chapter 40 (Zoning) of this code.

City engineer. The person with that position title within the City of Lubbock, who may delegate certain tasks and responsibilities in this chapter to other city staff.

City park. An area, which may include a playa lake, defined by the parks department as an area providing for open space and associated recreational activities. Dedication of a public park must be recommended by the parks and recreation board, accepted by the city council, and dedicated by warranty deed.

Common ownership. The collective ownership of a property by two or more persons. The property is not held in any one person's name in particular, but in the names of all the persons.

Comprehensive land use plan. A plan for the long-range development of the City of Lubbock as authorized by the Texas Local Government Code, Title 7, Chapter 213, as amended.

Cut and fill plan. A plan, requiring approval of the planning and zoning commission, that indicates excavation and embankment representing the physical changes being made with a playa lake modification, or if outside a playa lake area, excavation and embankment that will affect surface drainage.

Dedication deed or dedicatory certificate. A deed that designates property, usually within a subdivision, with a particular legal description. It also designates the boundaries of land reserved for public use, such as streets or alleys, is signed by the owner(s) and primary lien holder(s) of the property being platted, and identifies easements for particular purposes such as utilities. A plat accompanies and illustrates the legal description and right of way dedications from the dedication deed.

Developer. A person who causes land to be divided into a subdivision; for this chapter same as subdivider.

Director. The head of a department who has decision-making responsibilities for portions of this chapter.

Drainage Criteria Manual. That manual adopted and approved by the city council that establishes requirements for drainage plans, drainage analyses, drainage design, and construction in newly developing or redeveloping areas. (Ordinance 10022, as amended)

Easement. An easement is the right of the public or an authorized entity or entities to use the land owned by another for a specific purpose.

Engineer. A professional engineer registered or licensed in Texas with specialty in civil engineering qualified to perform any engineering work necessary for approval of a plat and design and construction of subdivision improvements.

Excavation plan. A plan, requiring approval of the planning and zoning commission, for any cuts that resemble a mining operation or create a pit. Any cut exceeding six (6) feet

in depth shall be submitted to the city engineer, who shall determine if an excavation plan is required.

Extraterritorial jurisdiction (ETJ). The unincorporated area, not part of any other city, which is contiguous to the corporate limits of any city as defined in the Texas Local Government Code, Title 2, Chapter 42, as amended.

Flood Insurance Rate Map (FIRM). An official map of a community on which the Federal Emergency Management Agency has delineated both the areas of Special Flood Hazard Areas and other flood areas and the risk premium zones applicable to the community.

Lake area. That part of any stormwater lake area within the corporate limits or in the extraterritorial jurisdiction of the City of Lubbock, the perimeter of which has been established by the city engineer at substantially the predicted peak water elevation. The lake area can either reside in its natural state or be modified through a cut and fill plan.

Lot or tract. A parcel of land under single or common ownership having access to a street or public access easement that has access to a street. Such parcel of land is designated as a separate and distinct lot or tract and is identified in a duly approved subdivision plat of record.

Lot, double frontage. A lot with frontage on two parallel streets, with vehicular access normally restricted to only one of the streets.

Master Drainage Plan. That plan adopted and approved by the city council that establishes an estimated peak water surface elevation for playa lakes and rates of overflow between lakes for certain areas studied within the corporate limits of the City of Lubbock and certain areas within the City of Lubbock's extraterritorial jurisdiction. (Ordinance 10022, as amended)

Parkway. That part of the public street right-of-way between the private property line and the back of curb, edge of strip street pavement, or edge of any improved and maintained street surface.

Planning and zoning commission. The city council appointed commission that advises the city council regarding zone changes and other matters that affect the growth and development of the community and reviews and approves plats.

Plat, final. A map or drawing of all or a portion of a subdivision prepared according to the City of Lubbock subdivision regulations by a registered professional surveyor, approved by the planning and zoning commission or other authority and filed in the county clerk's office as a legal designation. Final plat includes a replat.

Plat, preliminary. The conceptual design, presented as a drawing, for a proposed subdivision which serves as a working instrument for review and approval or denial by the planning and zoning commission. Required changes are noted within the acceptance or rejection of the plat by the planning and zoning commission. Each preliminary plat shall contain all contiguous property under single or common ownership and include topographic information.

Plats coordinator. An employee of the City of Lubbock designated by the director of planning to be the administrative staff person responsible for the platting coordination process.

Playa or playa lake. Any of several naturally occurring broad, shallow, roughly circular depressions of varying sizes and depths that serve as natural detention basins for storm water flows within the City of Lubbock or its extraterritorial jurisdiction (ETJ). (See *lake area*)

Predicted peak water elevation. The 100 year or 500 year water surface elevation of a lake as determined by procedures outlined in the Drainage Criteria Manual.

Prorata administrator. An employee of the City of Lubbock designated by the city engineer to be the administrative staff person responsible for the collection of funds or fees associated with improvements required to plat.

Public Works Engineering Design Standards and Specifications. The design standards and construction specifications issued by the public works engineering department for water, sewer, storm sewer, and street paving improvements.

Replat. A final plat which relocates lot boundaries of existing platted lots, meeting the same requirements as a final plat.

Rule 12 plat. A plat of a routine nature approved by the chairman of the planning and zoning commission on recommendation of the director of planning with input from other departments and utilities. The name refers to rule number 12 in the planning and zoning commission rules of order that governs such plats.

Rule 15 plat. Plats that meet the conditions of a Rule 12 plat and also include a request for delay of water, sewer or paving, or a right-of-way/easement closure within the plat. The name refers to rule number 15 in the planning and zoning commission rules of order that governs such plats.

Shall, may. The word “shall” shall be deemed as mandatory; the word “may” shall be deemed as permissive.

Stormwater detention basin. An area dedicated for the primary use of stormwater impoundment. Undeveloped open space activities may also exist. Stormwater detention basins may be under public or private ownership.

Street. A dedicated public way primarily used for vehicular or pedestrian traffic as access to abutting properties or for other public uses such as allowed utility facilities. Cross sections of the different types of streets are found in the *Public Works Engineering Design Standards and Specifications*.

Street, alley. The word “alley” shall mean any public street, having no official name, which is designed primarily for installation of and access to public utilities and services. The alley shall extend only secondary access to the abutting property unless paved for rear access.

Street, alley cut-off. A triangular tract of land formed at the intersection of two (2) alleys which provides for vehicle turn movements.

Street, centerline offset. Distance between the centerlines of streets intersecting a common street.

Street, collector. Collector streets are those which transfer traffic from residential streets to thoroughfare streets (C-1 on thoroughfare plan).

Street, expressway. See “street, freeway.”

Street, freeway. A major divided highway designed for high-speed travel, having few or no intersections and frontage roads with limited access to the main lanes (F on the thoroughfare plan). Also referred to as expressway in some portions of this code.

Street, industrial. Industrial streets are those which provide for safe and efficient travel of heavy industrial traffic from industrial areas to the major traffic system of thoroughfares and highways, including the principal entrance streets and streets for circulation in the industrial areas (I on the thoroughfare plan).

Street, private. A privately owned access easement, platted as a separate lot, that is not maintained by the city or any other public entity, that may or may not be open to the public, but provides access for emergency vehicles.

Street, residential. Residential streets are those which are used primarily for access to the abutting properties, generally within residential areas. There are three (3) classifications of residential streets (R-1, R-1A, and R-2).

Street, thoroughfare streets or highways. Thoroughfare streets are the major streets of the city traffic system. The thoroughfare is used primarily for fast and/or heavy traffic

moving in large volumes at moderate speed on long intercity or intracity trips (T-1 or T-2 on the thoroughfare plan).

Street access. Each platted lot or tract within the City of Lubbock shall front on a public street or, when approved by the planning and zoning commission, may front onto a public access easement or private street that has access to a public street.

Subdivider. A person who causes land to be divided into a subdivision, for this chapter same as developer.

Subdivision. The division of a tract of land within the corporate limits, or within the extraterritorial jurisdiction of Lubbock, into two (2) or more parts for the purpose of laying out any division of any tract of land or any addition to the city, or for laying out suburban lots or building lots or any lots and streets, alleys, or parks or other portions intended for public use, or the use of purchasers or owners of lots fronting thereon or adjacent to the streets, alleys, and parks. The term “resubdivision” and “addition” shall be included within this definition.

Surveyor. A registered professional land surveyor licensed to perform land surveying in the State of Texas.

Thoroughfare plan. A general plan adopted by ordinance by the city council for the public roads, streets, and highways within the corporate limits or in the extraterritorial jurisdiction of the City of Lubbock that designates the type and width of major streets.

Sec. 38.01.002 Title, statement of policy and requirement to plat

- (1) Title. This chapter shall be known as and may be cited as “subdivision regulations.”
- (2) Statement of policy. Texas law allows cities to coordinate the platting, replatting and conversion of raw land into subdivisions, including streets, alleys, and development parcels. This process, also known as platting, has long-range impact on the development of Lubbock. These regulations are formulated to serve the needs of all public and private interests within the city and surrounding areas. Lubbock citizens are entitled to live in a city with healthy and safe development patterns. The development sector should be free to create that environment in a positive business atmosphere and accept the public responsibility of his or her profession. The following regulations include not only protection for the subdivider’s needs, but also the wants and needs of Lubbock citizens in the future.
- (3) Requirement to plat. The owner or owners of a tract of land within the corporate limits or in the extraterritorial jurisdiction of the City of Lubbock who divides the land in two or more parts must have a plat of the subdivision prepared in accordance with the Texas Local Government Code, Title 7, Chapter 212.004, as

amended. Plats within the extraterritorial jurisdiction of the City of Lubbock will also come under the authority, review, and approval of the Lubbock County Commissioners Court.

Sec. 38.01.003 Enforcement

- (1) The director of planning shall administer and enforce this chapter unless such duties are otherwise delegated by the city manager.
- (2) Any person, landowner, building owner, or occupant of any land within the corporate limits or in the extraterritorial jurisdiction of the City of Lubbock who shall violate any of the provisions of this chapter, or shall fail to comply with any of the provisions of this chapter, or who shall violate any statement or plan approved hereunder shall be guilty of a misdemeanor and upon conviction thereof shall be fined in any sum not to exceed five hundred dollars (\$500.00). Each day such violation is committed or is permitted to continue shall constitute a separate offense. In addition to this remedy, the director of planning may institute on behalf of the City of Lubbock any appropriate action or proceeding to prevent any violation of this chapter.

ARTICLE 38.02 PLAT PROCEDURES

Sec. 38.02.001 Development coordination

- (1) Subdividers are encouraged to meet with city staff prior to submittal of subdivision plats and cut and fill plans. A meeting with the Lubbock County public works director is suggested for extraterritorial jurisdiction plats, as Lubbock County development standards may differ from the City of Lubbock standards in this chapter.
- (2) The plats coordinator shall receive plats and cut and fill plans, communicate staff comments and direct subdividers to specific departments when questions exist.
- (3) City staff shall work with any subdivider to provide appropriate recommendations and advice for the preparation of subdivision plats.
- (4) The subdivider shall coordinate with the city engineer concerning drainage issues.
- (5) The subdivider shall bear responsibility for timely submission of subdivision plats or cut and fill plans which meet all requirements of this code. Submittal of required materials well in advance of deadlines will allow sufficient time for recommendations by staff to be considered by the subdivider.

- (6) Because all plats within the city and the city's extraterritorial jurisdiction become a part of total development, the subdivider should consider not only the area within the plat, but also the conditions of the abutting property and the interest of adjacent property owners.
- (7) Areas within the corporate limits or in the extraterritorial jurisdiction of the City of Lubbock subject to flood conditions, as established by the city engineer pursuant to the city's *Drainage Criteria Manual* and *Master Drainage Plan* or the Flood Insurance Study of Lubbock prepared by the Federal Emergency Management Agency (FEMA), shall not be considered for final plat until provisions for drainage are made and/or cut and fill plans have been approved by the planning and zoning commission.

Sec. 38.02.002 Requirements for building permit

- (1) Generally, building permits will be issued only on whole lots and tracts illustrated on recorded subdivision plats unless an exception is provided by planning and zoning commission policy or by this code.
- (2) However, legally described portions of lots in plats recorded prior to June 26, 1975 may be or have been sold when the resulting development parcel is under single or common ownership. Such portions of platted lots shall be eligible for a building permit subject to approval by the director of planning and may be subject to a requirement for covenant agreement as described in section 28.02.062. The director of planning's denial of a permit may be appealed to the planning and zoning commission.
- (3) For plats recorded on or after June 26, 1975, a permit may be issued on a legally described portion of a platted lot which is wholly owned and the owner(s) of the remainder of the platted lot(s) will not consent to a replat. Under these circumstances, issuance of a building permit is subject to approval by the director of planning. The director of planning's denial of a permit may be appealed to the planning and zoning commission.
- (4) A building permit shall not be issued on a platted lot or tract, or any portion authorized under the procedure in section 38.02.002(2) and section 38.02.002(3), until such time as water and sanitary sewer service has been installed and is operational as determined by the city engineer or an exception is allowed by section 38.09.004(2) and the platted lot or tract is made accessible by way of an all-weather surface.

ARTICLE 38.03 PRELIMINARY PLATS

Sec. 38.03.001 Procedures for submittal and review

- (1) The preliminary plat, including a preliminary drainage plan and map prepared in accordance with this code and the Drainage Criteria Manual, shall be prepared by a surveyor or engineer and shall be presented at the planning department in compliance with stated schedules and filing deadlines issued annually from the planning and zoning commission.
- (2) Three (3) copies of the preliminary plat and an electronic portable document format (.pdf) file shall be submitted to the plats coordinator together with an application and processing fee. A nonrefundable application fee for reviewing a preliminary plat shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, a minimum fee of one hundred dollars (\$100.00) for the administrative costs of processing the application shall be required with the application and shall be paid to the plats coordinator at the time the application is submitted.
- (3) Preliminary plats shall not be placed on the planning and zoning commission agenda for consideration unless the plat and other required documents are received by the plats coordinator before the stated filing deadline and meet the following requirements:
 - (a) The following notice shall be printed on the face of each preliminary plat submitted: "Preliminary Plat—for inspection purposes only and in no way official or approved for recording purposes."
 - (b) Plat sheet sizes will be a minimum of eleven (11) by seventeen (17) inches to accommodate the following minimum map scales, however, one dimension of the plat sheet may not exceed thirty-six (36) inches:
 - (i) One acre or less—Plat shall be submitted with a scale of one (1) inch per fifty (50) feet.
 - (ii) 1.01 acres to 160 acres—Plat shall be submitted with a scale of one (1) inch per one hundred (100) feet.
 - (iii) More than 160 acres—Plat may be submitted with a scale of one (1) inch per one hundred (100) feet or one (1) inch per two hundred (200) feet.
 - (iv) Alternate plat scales may be approved by the director of planning.

- (c) All unsubdivided contiguous land under single or common ownership shall be included in the preliminary plat.
- (d) Scale, north arrow, date, exact acreage, and other pertinent data.
- (e) Property owner's name, address, and telephone number.
- (f) Accurate one-foot interval contours according to NAD83/NAVD88 datum or subsequent established United States Geodetic Survey data adopted by the City of Lubbock. The face of the preliminary plat must indicate the source, datum, and date of creation for the contour data.
- (g) Boundary lines, bearings, and distances sufficient to locate the exact area proposed for subdivision.
- (h) The name and location of all adjoining subdivisions shall be drawn to the same scale and shown in dashed lines adjacent to the tract proposed for subdivision in sufficient detail to show accurately the existing streets and alleys and other features that may influence the layout and development of the proposed subdivision. Adjacent unplatted land shall show property lines and owners of record. If the adjacent land has a current approved preliminary plat, it shall be shown on the proposed preliminary plat.
- (i) The location and width of all streets, alleys, public and private easements, and right-of-way existing or proposed within the subdivision limits, along with the proposed names of streets. A restriction prohibiting the fencing of any easement shall be stated on the face of the plat, unless otherwise provided by this code or approved by the affected user of the easement.
- (j) The location of proposed closures of existing streets, alleys, easements, and rights-of-way.
- (k) The known location of all existing property lines within the area proposed for subdivision.
- (l) Proposed arrangement of lots. All lots shall be numbered consecutively from one to the total number of lots in the subdivision. Tracts, if any, shall be lettered in alphabetical order.
- (m) The title of the proposed subdivision, the name of the owner with sufficient data to show ownership and the name of the person platting the tract. The proposed title shall not conflict with any previous subdivision name.

- (n) Lake areas, if any, shall conform to the requirements of Articles 38.06 and 38.07 of this chapter.
 - (o) Sites proposed for stormwater drainage and impoundment easements, parks or other property owned by the City of Lubbock or any other governmental entity shall contain no blanket or specific utility easement until approved by the city engineer or authorized representative of other governmental entities.
 - (p) A preliminary drainage plan and map that meets the requirements of the *Drainage Criteria Manual* of the city.
 - (q) Delay of water, sewer, or paving may be requested, subject to the requirements of this code.
- (4) Following staff review of the preliminary plat and other material submitted for conformity with these regulations, negotiations with the subdivider on changes deemed advisable and the kind and extent of improvements to be made, the planning and zoning commission shall, within thirty (30) days after submittal of a complete plat meeting the requirements of this section, act thereon as submitted or modified.
 - (5) The planning and zoning commission shall express its decision in writing and include such action in the commission minutes. In granting conditional approval, the planning and zoning commission shall include the conditions, if any, of such approval in its decision. If the planning and zoning commission does not approve a plat, it shall express its disapproval and shall include its reasons for not approving the plat in its decision.
 - (6) The planning and zoning commission has the authority to require a corrected or amended preliminary plat subsequent to the first approval. For each proposed plat or reapproval, the planning and zoning commission shall receive staff recommendation as to the need for a corrected preliminary plat. When a corrected or amended plat is required by the commission, review will follow the procedures set forth in this section.

Sec. 38.03.002 Procedures for plat renewal

- (1) Preliminary plats, including portions of any preliminary plat not having been filed as a final plat, require annual renewal (one year from approval date) to continue as an approved preliminary plat. Before the time for renewal, the director of planning will review the preliminary plat and notify the subdivider of options for renewal.
- (2) Review by the director of planning may determine that existing conditions and the preliminary plat are compatible, requiring no formal action by the planning and

zoning commission. With such determination, the subdivider may choose to renew the preliminary plat or allow it to expire.

- (a) If the subdivider indicates a desire to renew the plat for another year and pays the plat renewal fee, the plat shall continue under the original stated conditions until the next annual review.
 - (b) If the subdivider chooses not to renew the plat, or does not respond to the notification by the director of planning, the preliminary plat will expire.
- (3) Should the director of planning determine that conditions have changed to the extent that the preliminary plat requires revision, automatic renewal shall be denied.
- (a) Notification of denial shall be sent to the subdivider specifying the following:
 - (i) Reasons why the plat renewal was denied.
 - (ii) Valid previous conditions and additional recommendations for amendment or correction.
 - (iii) The applicable fees, filing deadline, and meeting date of the planning and zoning commission when the review shall occur should the applicant choose to renew the plat.
 - (b) If the subdivider chooses to renew the plat, review will follow the procedures set forth in section 38.03.001, including review by the planning and zoning commission.
 - (c) If the subdivider chooses not to renew the plat, or does not respond to the notification by the director of planning, the preliminary plat will expire.
- (4) A nonrefundable application fee for automatic renewal of a plat or review of a plat that has been denied automatic renewal shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, a minimum fee of fifty dollars (\$50.00) for the administrative costs of processing the application shall be required with the application and shall be paid to the plats coordinator at the time the application is submitted. If such fee is not received, the preliminary plat will expire.

ARTICLE 38.04 FINAL PLATS

Sec. 38.04.001 Procedures for submittal and review of final plats

- (1) The final plat shall conform to the approved preliminary plat, and may constitute only a portion of the approved preliminary plat provided that such portions conform to all requirements of these regulations. The final plat shall contain right-of-way dedication for all internal and perimeter streets and alleys within the portion proposed for final plat as shown on the approved preliminary plat.
- (2) Final plats may also be approved under the procedures outlined in the planning and zoning commission rules of procedures. Such plats are known as Rule 12 and Rule 15 plats.
- (3) Any streets, alleys, or easements dedicated to the public within the proposed final plat boundaries that are proposed for closure must be closed by ordinance before the final plat can be recorded. These closures shall not be indicated on the final plat. The procedure for right-of-way closure is as follows:
 - (a) Application for closure.
 - (b) Preparation of final plat or replat and indicating closed right-of-way.
 - (c) Council approval of closure.
 - (d) File closure ordinance.
 - (e) Final plat recorded.
- (4) Within three hundred sixty-five (365) days after approval of the preliminary plat, a final plat shall be prepared as specified in this chapter and submitted to the planning department; otherwise, such preliminary plat approval shall become null and void, unless renewal has been granted according to the procedures set forth in section 38.03.002.
- (5) Plats shall not be distributed for review unless the plat and other required documents are received by the plats coordinator and such documents meet the requirements of this article. Required submittals are as follows:
 - (a) Three (3) paper copies and an electronic portable document format (.pdf) file of the final plat. The following statement shall be printed on the face of each final plat submitted for review: "Final Plat-for inspection purposes only and in no way official or approved for recording. Release Date: [Insert date of Release]."

- (b) One (1) copy and an electronic portable document format (.pdf) file of the final drainage analysis and plan, if required.
 - (c) One (1) copy and an electronic portable document format (.pdf) file of the cut and fill plan, if required.
 - (d) Any supplementary materials required for approval.
- (6) A nonrefundable application fee for reviewing a final plat shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, a minimum fee of three hundred fifty dollars (\$350.00) shall be required with the application and shall be paid to the director of planning at the time the application is submitted.

Sec. 38.04.002 Engineering procedures for final plats

- (1) The proponent of a final plat shall secure the services of an engineer to perform the engineering work necessary for public facilities. The engineer shall prepare plans, specifications, and estimates for water, sewer, street, and drainage improvements. The city will perform testing and inspection of the improvements during construction. An engineer shall also prepare any necessary cut and fill plans.
- (2) Engineering shall be in accordance with the provisions of this code. Upon payment of review fees established by Chapters 22 and 36 of this code, the city engineer shall review plans, specifications, and estimates prepared by the proponent's engineer in a timely manner.
- (3) The city engineer shall express written approval or disapproval of such plans, specifications, or estimates and shall state the conditions, if any, of such approval or disapproval.
- (4) No final plat shall contain a utility easement within any stormwater drainage and impoundment easements, city park, or other city property without prior written approval of the city engineer.
- (5) Fees for testing and inspection of required improvements, as established by Chapters 22 and 36 of this code, shall be paid prior to installation of these public facilities.
- (6) Prior to recording of a final plat, the subdivider shall have caused the construction of the public improvements required in article 38.09 to the satisfaction of the city engineer, or shall obtain a bond in lieu of required improvements in accordance with the provisions of section 38.09.009.

Sec. 38.04.003 Final plat survey and control

- (1) The survey for a final plat shall be prepared only by a surveyor.
- (2) The final plat dimensional control shall be in units of U.S. Survey Feet to the nearest one-hundredth of a foot. Directional control shall be shown as bearings to the nearest arc second. The description of the methodology used and the source, datum, and date of creation of the relevant points must be included on the face of the plat. Control for a final plat shall be established by one of the following methods.
 - (a) The final plat may be tied by survey to adjacent section corners and lines, or
 - (b) When the approved subdivision abuts or is adjacent to an existing recorded plat of the City of Lubbock, the final plat may be tied by survey to such existing plat.
- (3) The final plat shall include horizontal coordinates on at least two of the boundary corners relative to the Texas Coordinate System of 1983, North Central Zone datum as described in Texas Natural Resources Code, Title 2, Chapter 21, as amended, or subsequently established United States Geodetic Survey data adopted by the City of Lubbock.

Sec. 38.04.004 Final plat requirements

- (1) To initiate the final plat approval process, three (3) reproducible copies on high-quality bond paper and an electronic portable document format (.pdf) file of the final plat shall be submitted to the plats coordinator. One (1) additional copy must be submitted for plats in the extraterritorial jurisdiction. If necessary, the plat may be on several sheets, with a cover sheet containing an index showing the entire subdivision.
- (2) Plat sheet sizes will be between eleven (11) by seventeen (17) inches and twenty-four (24) inches by thirty-six (36) inches to accommodate the following minimum map scales:
 - (a) One acre or less—Plat shall be submitted with a scale of one (1) inch per fifty (50) feet.
 - (b) More than one acre—Plat shall be submitted with a scale of one (1) inch per one hundred (100) feet.
- (3) If changed circumstances exist, the director of planning may require the submission of an updated final plat document prior to filing.

- (4) The final plat shall incorporate all preliminary plat information and conditions approved by the planning and zoning commission and shall clearly illustrate the following:
- (a) The plat boundary and the exact acreage included in that boundary.
 - (b) Title or name of the plat. If a lot or tract is replatted, all land in the original lot(s) or tract(s) must be replatted in order to retain the original plat name. A replat cannot “orphan” a part of a lot.
 - (c) The map scale, horizontal datum, north arrow and date.
 - (d) Reference by name to recorded plats of adjacent and abutting properties.
 - (e) Boundary lines of all lots, tracts, and parcels with accurate dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves.
 - (f) Numbers and letters to identify each lot or tract.
 - (i) Lots shall be numbered consecutively from one to the total number of lots in the subdivision. Tracts shall be lettered in alphabetical order. Such designation will be continuous in the order that final plats of portions of a preliminary plat are recorded with the county clerk.
 - (ii) Replatted lots will be designated alphanumerically (e.g. Lot 1-A), and further subdivision will alternate numbers and letters (e.g. Lot 1-A-1, Lot 1-A-1-A). The same alternating method will be used for tracts (e.g. Tract A-1, Tract A-1-A, Tract A-1-A-1)
 - (g) All street and alley rights-of-way and easements will be shown on the plat and the purpose and restrictions of use of such easement indicated.
 - (i) Accurate location, dimensions, bearings, radii, chord distances, and central angles of all curve segments, for all total curves, shall be provided to readily establish location of rights-of-way and easements. Location of points of intersection and points of tangency of street intersections other than right angle intersections shall be indicated.
 - (ii) A key of abbreviations for easement types shall be included on the plat.
 - (iii) Legal references shall be provided for all previous dedications and easements.

- (h) Name of each street and width of streets, alleys, and other right-of-way.
- (i) All platted lots and tracts shall provide for collection of garbage consistent with article 22.06 of this code unless alternatives are approved by the city council.

Sec. 38.04.005 Required notices on final plats

- (1) The following surveyor’s certificate shall be placed on every final plat and signed by the surveyor prior to submission to the planning department:

KNOW ALL MEN BY THESE PRESENTS:

That I, _____, do hereby certify that I prepared this plat from an actual and accurate survey of the land and that the corner monuments and/or other control shown thereon were properly placed under my personal supervision, in accordance with the Subdivision Regulations of the City of Lubbock, Texas.

- (2) The following certificate of approval by the planning and zoning commission shall be placed on every final plat and signed prior to recording of the plat documents at the courthouse:

Approved this _____ day of _____, 20_____,
by the Planning and Zoning Commission of the City of Lubbock, Texas.

Chairman

Director of Planning

- (3) The following notices shall be stated on the face of every plat:
 - (a) “Heavy lines indicate plat limits.”
 - (b) “All streets, alleys, and easements within plat limits are herein dedicated unless noted otherwise.”
 - (c) “No building permit shall be issued on any survey certificate that is not in accordance with an approved final plat unless exception is provided by the

Planning and Zoning Commission policy or by the Lubbock Code of Ordinances.”

- (d) “All utility service shall be in accordance with the Underground Utilities Policy Statement by the Planning and Zoning Commission of the City of Lubbock, Texas and the provisions of section 36.09.095 of the Lubbock Code of Ordinances.”
 - (e) “Any relocation or revision of existing facilities shall be at the subdivider's expense. Compensation shall be made prior to the recording of this final plat.”
 - (f) “All existing or proposed utility services to and on tracts indicated by this plat shall be contained in the public right-of-way and public or private utility easements. Utility service installation requested at a future date and not within an easement indicated by this plat, shall be within a proper utility easement granted by the owner of said property by separate recorded instrument prior to the provision of such service. Such easements shall be at the expense of the entity requesting such installation.”
 - (g) “All easements herein granted shall entitle the city or the utility company using such easements to the right to remove, repair or replace any lines, pipes, conduits, or poles within such easements as may be determined by the city or utility company without the city or utility company being responsible or liable for the replacement of improvements, paving, or surfacing of the easement necessitated by such repair, removal, or replacement. Easements designated or intended for vehicular passage (utility and emergency) or pedestrian access shall not be fenced or otherwise obstructed.”
 - (h) “Any easements or rights-of-way shown as ‘to be dedicated by separate instrument’ are shown on the plat for information purposes only. This plat does not dedicate said easements.”
 - (i) “Minimum floor elevations shall conform to the requirements of the Lubbock Drainage Criteria Manual, as adopted by Ord. 10022, as amended, and Sec. 28.09.131, Sec. 28.14.004, and Sec. 30.03.073 of the Lubbock Code of Ordinances.”
- (4) The following notices shall be stated on the face of the plat when they apply to that particular plat:
- (a) Any notices required in section 38.04.006 for lake or flood hazard areas.
 - (b) “Blanket solid waste collection easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted.”

- (c) “Blanket [insert ‘underground’ if applicable] utility easement as required for service [within the plat limits or insert specific lot or tract designation] is herein granted to [insert name of public, private or franchise utility or certificated service provider of telecommunications].”
- (d) “Public pedestrian access easement is herein granted for persons traversing along the public parkway and needing to enter onto private property for the purpose of crossing a driveway. The easement is limited to those portions of the as-constructed driveways and walks which may extend outside public right-of-way onto private property and are constructed for the continuance of the accessible routes across the back of the driveway. This easement applies to existing and any future drive entrances as constructed.”
- (e) Plats in the city’s extraterritorial jurisdiction shall include a certificate of approval by the county commissioner’s court that shall be placed on every final plat and signed prior to recording of the plat documents at the courthouse.

APPROVED this _____ Day of _____, 20____, by
 The Commissioners Court of the COUNTY OF LUBBOCK, TEXAS

APPROVED

 COUNTY JUDGE

ATTEST

 COUNTY CLERK

Sec. 38.04.006 Required notices for final plats containing lake or flood risk areas

- (1) When any portion of a proposed plat contains a lake or other flood risk area identified on the Federal Emergency Management Agency flood hazard maps, the following notice shall be printed on the face of the final plat:

“Either all or a portion of this surveyed property lies within a ‘Special Flood Hazard Boundary.’ These boundaries are established by the Federal Emergency Management Agency, not this surveyor. Flood hazard maps are on file at City Hall, Lubbock, Texas and are open for public inspection.”

- (2) If any portion of a lake area is included in a proposed final plat, such areas shall be designated as a stormwater drainage and impoundment easement.

Sec. 38.04.007 Documents required prior to recording a final plat

In addition to the final plat document, certain documents shall be provided before a final plat can be recorded. While some documents are required for all plats, others are only required when the circumstances and conditions of the plat require them. The director of planning will notify the subdivider of the required documents. Descriptions of certain documents that may be required before a final plat can be recorded are as follows:

- (1) A dedication deed or dedicatory certificate executed by all persons, firms or corporations owning an interest in the property subdivided and platted and acknowledged in the manner prescribed by the laws of the State of Texas for conveyances of real property shall be submitted for each final plat. Two (2) true copies shall be furnished with the original. The dedication deed shall include the following information:
 - (a) The spouses of any married party executing such dedication deed shall join with their spouses therein unless satisfactory proof be provided showing that the property to be subdivided is the sole and separate property of the spouse signing such deed and that such property does not constitute any portion of such party's homestead, in which case the instrument of dedication shall state the fact that the property subdivided and platted does not constitute a part of such party's homestead and positively designates and identifies such party's actual homestead.
 - (b) Lien holder shall execute a subordination agreement subordinating their liens or enter into the dedication or granting, if any, of all public streets, alleys, parks, public easements, and any other public areas shown on the plat of such subdivision as being set aside for public uses and purposes.
 - (c) The dedication deed shall, in addition to the above requirements, contain the following:
 - (i) An accurate description of the tract of land subdivided.
 - (ii) A statement and express representation that the parties joining in such dedication deed are the sole owners of such tract of land.
 - (iii) An express dedication, if any, to the public for public use forever of any streets, alleys, rights-of-way, stormwater drainage and impoundment easements, parks, public easements or other public places shown on the plat.

- (iv) A positive reference and identification of the plat of such subdivision by the name of such subdivision, date of plat, and name of surveyor preparing the plat.
- (2) A certificate of ownership statement prepared by a qualified attorney or title insurance company licensed to do business in Texas shall be submitted with each final plat certifying that the title to the property has been examined and naming all owners and lien holders of said tract of land.
- (3) A current tax certificate from the Lubbock Central Appraisal District is required with each final plat showing that all taxes have been paid on the tract to be subdivided and that no delinquent taxes exist against the property.
- (4) As-built plans or drawings bearing the seal of an engineer of any required water, sewer, paving, and drainage improvements as approved by the city engineer and constructed in conformance with Chapters 22 and 36 of this code, or a bond in lieu of required improvements in accordance with the provisions of section 38.09.009.
- (5) If required, a final drainage plan and analysis that meets the requirements of the *Drainage Criteria Manual* and *Master Drainage Plan* and has been approved by the city engineer.
- (6) If required, as-built cut and fill plan prepared by the subdivider's engineer or surveyor, or a bond in lieu of required improvements in accordance with the provisions of section 38.09.009.
- (7) The city engineer shall furnish the director of planning with verification that all improvements required by this chapter have been satisfactorily completed in accordance with this code, or that the subdivider has complied with the provisions of section 38.09.009.
- (8) Such other ordinances, protective covenants, certificates, affidavits, endorsements, dedications, and closures and abandonments as may be required for the enforcement of these regulations shall be provided as a separate instrument to be recorded with the plat. Other plat associated documents, such as subdivision deed restrictions, may be recorded with the plat if the subdivider chooses.

When the requirements of this chapter for a final plat have been met and all plat fees, filing fees, engineering fees, and all costs of required improvements detailed in article 38.09 of this chapter have been paid, the final plat will be recorded at the county courthouse.

ARTICLE 38.05 PLAT DESIGN STANDARDS

Sec. 38.05.001 Street standards

Streets serve several major functions, including traffic and pedestrian movement and drainage. The subdivider shall consider the impact of any proposed development on each of these functions:

- (1) The arrangement, character, extent, width, grade, and location of all streets shall conform to the thoroughfare plan and other master plans of the city. The proposed streets shall be considered in their relation to existing and planned streets, to topographical conditions, to public convenience and safety, and in their appropriate relation to the proposed uses of the land to be served by such streets.
- (2) Where such is not shown on the thoroughfare plan, the arrangement of streets in a subdivision shall either:
 - (a) Provide for the continuation of appropriate projection of existing principal streets in surrounding areas; or
 - (b) Conform to a plan for a neighborhood approved or adopted by the planning and zoning commission to meet a particular situation where topographical or other conditions make continuance or conformance to existing streets impractical.
- (3) The subdivider shall assume responsibility for providing a plan which continues all thoroughfare and collector streets in accordance with the current thoroughfare plan and provides for residential streets in accordance with this chapter. The proposal shall provide continuity of the street names in accordance with Chapter 36 of this code and shall consider all existing and potential development adjacent to and abutting the proposed plat.
- (4) Where a subdivision abuts or contains an existing or proposed thoroughfare or greater street, residential lots shall not use such thoroughfare or greater street as primary access unless approved by the planning and zoning commission. When the planning and zoning commission deems such situations inadvisable, the commission may require marginal access streets, reverse frontage, lots with rear service alleys or such other treatment as may be necessary for adequate protection of residential properties and to afford separation of through and local traffic. When double frontage lots occur, the plat shall indicate that the lesser designated street frontage involved will provide primary access to the lots in question.
- (5) Where a subdivision borders on or contains a railroad right-of-way or limited access highway right-of-way, the planning and zoning commission may require a street

approximately parallel to and on each side of such right-of-way, at a distance suitable for the appropriate uses of the intervening land. Such distances shall also be determined with due regard for the requirements of approach and future grade separations.

- (6) Street design with centerline offsets of less than one hundred twenty-five (125) feet shall be avoided and considered by the planning and zoning commission only when specific circumstances dictate a need for less offset.
- (7) Street intersections shall be as near to right angles as possible and four-way intersections of residential streets shall be avoided unless recommended by the city engineer for drainage purposes.
- (8) At each street intersection, the right-of-way line at each block corner shall have a fifteen (15) foot by fifteen (15) foot angled cut-off at street intersections. Any collector or thoroughfare designated street intersecting another thoroughfare or freeway designated street shall have a thirty (30) foot by thirty (30) foot angled cut-off at the street intersections.
- (9) Right-of-way widths, as well as the curb and gutter and pavement design criteria for streets, shall be in accordance with the *City of Lubbock Public Works Engineering Design Standards and Specifications* and the thoroughfare plan.
 - (a) R-1A designated streets are the minimum width streets allowed in new developments. R-1A streets serve residential areas in low traffic volume neighborhoods.
 - (b) R-1 designated streets are allowed throughout residential subdivisions or may be utilized as “sub-collector” streets in conjunction with R-1A streets. As a “sub-collector,” R-1 streets collect traffic from lower traffic volume R-1A streets and connect with collector or thoroughfare designated streets.
 - (c) R-2 designated streets shall be required around parks, schools, apartment and commercially zoned properties, medical areas or other similar higher traffic volume areas.
 - (d) Collector (C-1) or thoroughfare (T-1, T-2) designated streets shall be required at locations as shown on the thoroughfare plan. Should factors such as topographic problems or a special subdivision design dictate an alternate collector street location, exceptions to collector street locations may be possible through design submittal by the subdivider and review and approval by staff and planning and zoning commission during the plat approval process.

- (e) Industrial (I) designated streets shall be required in areas having industrial or manufacturing zoning classifications.
 - (f) If the director of planning determines that a proposed development contains unique circumstances that cannot be accommodated by the standard street widths in this chapter, such as boulevards and one way streets, an alternative design may be considered by the staff and planning and zoning commission during the plat review process.
- (10) Half-streets shall be allowed only where essential to the reasonable development of the subdivision, with approval of the city engineer as provided in section 36.07.004, and where the planning and zoning commission finds it will be practical to require the dedication of the other half when the adjoining property is subdivided. Wherever a half-street is adjacent to an unsubdivided tract, the other half of the street shall be dedicated when the adjacent tract is platted.
- (11) When half-width paving is approved, the subdivider shall obtain a working easement from the adjacent landowner for installation of the half-street paving improvements. Approval by the city engineer shall be required for half-width paving where full width dedication exists.
- (12) Dead-end streets may be platted where the planning and zoning commission deems acceptable and where the land adjoins property not subdivided, in which case the streets shall be carried to the boundaries thereof. Barricades and signage will be required for dead-end streets, and such cost will be borne by the subdivider.
- (13) Cul-de-sac streets shall not be longer than six hundred (600) feet and shall be provided at the closed end with a turnaround having an outside right-of-way diameter of at least one hundred (100) feet (minimum diameter of eighty-six (86) feet for R-1 and R-1A designated streets). Length of cul-de-sac streets is encouraged to be no greater than three hundred thirty (330) feet. Cul-de-sac streets shall be measured from the midpoint of the closest intersection to the center of the cul-de-sac radius.
- (14) In consideration of the drainage function of streets, when cul-de-sac or dead-end streets abut undeveloped property, the subdivider shall be responsible for obtaining drainage easements onto or through abutting property sufficient to ensure drainage of the proposed development. If needed for drainage, the cul-de-sac shall have a minimum twenty (20) foot drainage easement to the adjacent street, alley or property line, though greater width may be required if the drainage plan for the subdivision indicates the need. Such easements shall be included within the limits of the adjacent lots and the maintenance of these easements is the responsibility of the property owner.

- (15) Cul-de-sac streets, whether containing a drainage easement or not, shall be platted with a pedestrian access easement, a minimum of four (4) feet in width, from the cul-de-sac to the abutting street. A fence shall not block such access. A subdivider can refer to Chapter 40 (Zoning) of this code for fence height specifications. Pedestrian access is not required to connect a cul-de-sac to an alley.
- (16) Sidewalks are required under Chapter 36 of this code and shall be constructed and maintained. Installation of sidewalks is not a requirement prior to final plat, but is required with the permit for construction of improvements on an individual platted lot or tract.
- (17) Islands or medians shall be allowed in public streets only when approved by the city council. Prior to city council consideration, the subdivider and/or their engineer shall be required to submit special design and construction details of the pavement structure to the city engineer for any streets adjacent to any proposed landscaped islands or medians with irrigation systems. As a standard, concrete pavement will be the minimum pavement structure considered for streets adjacent to irrigated islands or medians. Islands and medians shall be platted as separate lots or tracts and shall remain under private ownership and maintenance unless otherwise approved by the city council.
- (18) Private streets and common areas shall be platted as separate lots or tracts and shall remain under private ownership and maintenance unless otherwise approved by the city council.

Sec. 38.05.002 Alley standards

- (1) General alley provisions. Alleys shall be provided in all zoning districts, except that the planning and zoning commission may approve plats where other definite and assured provision, such as public access easements, is made for service access.
 - (a) In residential districts, alleys shall be provided parallel or approximately parallel to the frontage of all streets.
 - (b) The width of any alley shall be twenty (20) feet. The subdivider shall be responsible for obtaining the full width right of way dedication from the adjacent owner(s) if necessary.
 - (c) Where two (2) alleys intersect and where an alley intersects a public street, a cut-off of not less than ten (10) feet along each right-of-way line from the normal intersection of those right-of-way lines shall be provided.

- (d) Where an alley has a direction change of fifteen (15) degrees or greater, a cut-off of not less than ten (10) feet by ten (10) feet along the inside right-of-way line from the angle point shall be provided.
 - (e) Dead-end alleys shall be avoided where possible, but if unavoidable, shall be provided with turnaround facilities at the dead end as determined by the planning and zoning commission.
 - (f) Alleys shall be arranged to assure proper drainage.
 - (g) Alleys used for drainage, except those adjacent to residential properties zoned R-1 or R-2, shall be paved to the point of discharge at the nearest paved street, another paved alley or drainage channel.
- (2) Paved access alleys. Certain development projects may use rear access. In these cases, consideration must be provided for the primary access and secondary access function being combined on the alley. When rear access is proposed, the subdivider shall provide:
- (a) A standard twenty-foot alley shall be dedicated that meets the general requirements for alleys in section 38.05.002(1).
 - (b) Paved access alleys shall be paved with concrete to specifications in the *Public Works Engineering Design Standards and Specification*. The paving shall consist of a ten-foot concrete section in the center of the right-of-way. A wider concrete paving cross section may be installed with approval of the city engineer.
 - (c) The subdivider shall ensure the installation of all public utility services and utility service taps to each adjacent lot prior to preparation for and actual paving of the alley. Tap locations shall be properly identified for future location. Every vehicular access to the alley paving shall be paved.
 - (d) The following requirements for alleys adjacent to townhouse development shall be met:
 - (i) A ten (10) foot minimum width concrete paved vehicular access easement from the paved alley to the front street shall be provided for each two hundred fifty (250) feet of development. The paved connection to the front street shall be via a standard residential drive approach that is a minimum 10 feet wide at the property line.
 - (ii) The access easements shall be included as a part of each adjacent lot and may only be platted as a separate lot or tract with documentation of

perpetual maintenance by a homeowner's association or other similar entity.

- (iii) Maintenance of such access easements shall remain a private responsibility.
- (iv) Each paved vehicular access easement shall have a concrete paved cut-off of not less than ten (10) feet along the paved alley line and the access easement line from the normal intersection of the access easement and the alley paving.

Sec. 38.05.003 Block standards

- (1) The lengths, widths, and shapes of blocks shall be determined with due regard to:
 - (a) Provision of adequate building sites suitable to the special needs of the type of use contemplated.
 - (b) Needs for convenient access, circulation, control, and safety of street traffic. In areas where residential streets intersect, four-way intersections shall be avoided.
 - (c) Limitations and opportunities of topography. Not only shall conditions within the proposed plat be considered, but also the topography of adjacent and abutting properties, whether platted or unplatted.
- (2) Block length and depth shall relate directly to conditions, opportunities, and constraints for creating the greatest benefit to traffic circulation, safety, drainage, and zoning.

Sec. 38.05.004 Lot standards

- (1) The lot size, width, shape, and orientation shall be appropriate for the location of the subdivision and for the type of development and use contemplated, and lot dimensions shall conform to the requirements of the zoning ordinance.
- (2) Each lot shall front upon a public street or, when approved by the planning and zoning commission, the lots may front onto an access easement that has access to a public street.
- (3) Double frontage residential lots shall be avoided, except where essential to provide separation of residential development from thoroughfares or to overcome specific disadvantages of topography and orientation. The street frontage providing primary

access to any double frontage residential lot shall be the lesser designation of the two (2) streets involved.

- (4) Side lot lines shall be substantially at right angles or radial to street lines.
- (5) Where the area is divided into larger lots than for normal urban building sites and, in the opinion of the planning and zoning commission, any or all of the tracts are susceptible of being resubdivided, the original subdivision shall be such that the alignment of future street and utility dedication shall conform to the general street layout in the surrounding area.

Sec. 38.05.005 Standards for drainage improvements and playa lake cut and fills

- (1) Drainage improvements shall be constructed with concrete or other materials approved by the city engineer and in conformance with the plans and specifications prepared by the subdivider's engineer and approved by the city engineer.
- (2) Drainage easements and improvements constructed within the easements shall be at the width, slope, and cross section determined by the drainage plan and analysis approved with the final plat.
- (3) Playa lake cut and fill plans and the excavation and embankment operations shall comply with the *Drainage Criteria Manual* unless alternatives to those requirements are approved by the city engineer.

ARTICLE 38.06 PLAYA LAKES DEVELOPMENT AND OWNERSHIP

Sec. 38.06.001 Ownership policy

Playa lakes are an essential element of drainage systems both in and adjacent to the City of Lubbock. When critical amounts of development have occurred within any particular watershed, the public may benefit from owning the property as part of the overall drainage system. Proposals for such ownership shall include a determination by the city council that a substantial benefit shall accrue to the public. No lake areas will be accepted in relatively undeveloped areas unless circumstances exist which merit an exception.

Sec. 38.06.002 Dedication methods

- (1) At a minimum, all land area below the predicted peak water elevation of a lake as determined by procedures outlined in the *Drainage Criteria Manual* and this article shall be dedicated to facilitate stormwater drainage.

- (2) The subdivider shall dedicate or deed to the City of Lubbock, as applicable, the lake land in one of the following ways:
 - (a) The lake area may be dedicated as a stormwater drainage and impoundment easement, subject to approval by the planning and zoning commission, and shall meet the requirements set forth by the *Drainage Criteria Manual* and this article.
 - (b) The lake area may be deeded by general warranty deed to the City of Lubbock as public property for a stormwater detention basin, subject to approval by the city council, after review and recommendation by the planning and zoning commission and the city engineer, and shall meet the requirements set forth by the *Drainage Criteria Manual* and this article.
 - (c) The lake area and additional adjacent property may be deeded by general warranty deed to the City of Lubbock as a city park, subject to approval by the city council, after review and recommendation by the planning and zoning commission and parks and recreation board, in cooperation with the director of planning, director of parks, and the city engineer. The lake area shall meet the requirements set forth by the *Drainage Criteria Manual* and this article.

Sec. 38.06.003 Standards

- (1) The following standards shall be met prior to the recording of a final plat that includes a stormwater drainage and impoundment easement:
 - (a) Any portion of a lake area included in a proposed final plat shall be dedicated as a stormwater drainage and impoundment easement prior to or with the recording of the final plat.
 - (b) The easement area shall be in conformance with the approved cut and fill plan and the requirements of the *Drainage Criteria Manual*.
 - (c) The entire area shall be clear of litter, with grass and/or weeds mowed and no erosion problems evident.
 - (d) A bond in lieu of completing a required cut and fill or other improvements may be allowed prior to the recording of the final plat. A refund of any bond shall not be made until such time as all required improvements have been completed and appear to be operating efficiently.
- (2) The following standards shall be met prior to the final conveyance of a stormwater detention basin by general warranty deed to the city:

- (a) The requirements for minimum development standards for stormwater drainage and impoundment easements as set forth in section 38.06.003(1) are in place and operating efficiently.
- (b) The lake basin shall be graded in accordance with this code and the *Drainage Criteria Manual*. Any playa lake requested for City acceptance which has side slopes that exceed the maximum slopes allowed by this code and the *Drainage Criteria Manual* shall be considered on a case by case basis by the city engineer. The owner or developer of a lake area with excessive side slopes may be required to reshape the cut and/or fill slopes of the lake prior to acceptance.
- (c) The owner or developer shall submit an erosion control plan and install erosion control measures as approved by the city engineer. Prior to submission of the erosion control plan, the owner/developer and the city engineer shall perform an initial inspection of the subject property. The erosion control plan shall include:
 - (i) A complete description of the lake area proposed for conveyance.
 - (ii) A complete description of the problem areas or areas of concern as discussed and noted with the field inspection made by the owner/developer and the city engineer.
 - (iii) A complete description of any necessary and/or proposed improvements to be made to the subject property. This includes any designs, plans, and specifications for materials and construction of the improvements.
 - (iv) A complete description of the dates of all previous cut and fill operations of the lake, the predicted peak water elevation of the lake as determined by procedures outlined in the *Drainage Criteria Manual*, an estimated normal pool elevation of the lake, and other information regarding any previous erosion control measures that have been constructed by the owner/developer.
 - (v) Date of expected completion of the proposed improvements.
- (d) Some requirements for the erosion control plan may not be required if the lake is in its natural state and has not been modified through a cut and fill operation. In proper locations, opportunities for preserving and maintaining the natural habitat shall be considered.
- (e) The owner/developer shall be required to sample the water in any playa lake proposed for city ownership. Composite samples shall be taken as described

below, and analyzed by a certified laboratory, and the samples shall be collected and tested as follows:

- (i) Composite samples may be collected manually. Equal volume aliquots shall be collected at the time of sampling and then composited in the laboratory or the aliquot volume may be collected and composited in the field.
 - (ii) Sampling duration: Samples shall be collected within twelve (12) hours of a storm event.
 - (iii) A minimum of four (4) aliquots, being at least one (1) aliquot from each quadrant of the playa lake, shall be collected for the composite sample.
 - (iv) Analysis and collection of samples shall be performed in accordance with the methods specified in 40 CFR Part 136. Where an approved method in Part 136 does not exist, then a method approved by the city engineer shall be used.
 - (v) Tests shall be conducted on the parameters required by the Texas Commission on Environmental Quality's Texas Pollutant Discharge Elimination System Permit (TPDES).
 - (vi) Additional testing may be mandated by federal or state regulatory agencies or the city council.
 - (vii) Once completed, a summary of the test results shall be furnished to the city engineer for review. If there appears to be a significant water quality problem, based on analysis, the city engineer may require that the problem be corrected, to the best of the owner/developers ability, before the city assumes ownership of the lake area as public property. If the lake bottom is dry then a composite soil sample, as directed by the city engineer, shall be analyzed for the same elements.
- (f) The owner/developer shall make the city engineer aware of any privately constructed facilities (i.e. buildings, parking lots, pumps, aeration devices, etc.) existing within the lake area.
- (i) The city engineer and the director of parks will review the existing facilities to determine if they may be allowed to remain in the lake area. Any facility determined to be of no benefit to the City of Lubbock shall be removed by the owner/developer prior to conveyance of the property.

- (ii) Any existing facility that remains in place in order to serve adjacent private property may require a maintenance agreement to be established whereby the private property owner shall continue to maintain the existing facility within the lake area.
 - (g) The subdivider, upon the completion of the requirements and standards of this article, may request acceptance of a stormwater detention basin as City of Lubbock property. After review and recommendation by the city engineer, the City Council may choose to accept the property.
 - (h) A bond in lieu of completing a required cut and fill or other improvements may be allowed prior to the recording of the final plat. A refund of any bond shall not be made until such time as all required improvements have been completed and appear to be operating efficiently.
- (3) If a playa lake falls within an area where the need for park property is indicated on the Parks Master Plan or by the parks board, the owner/developer may negotiate for the acceptance of the lake property as a city park. The owner/developer shall coordinate with the director of parks on any issue pertaining to park development. The following standards shall be met prior to the final conveyance of property as a city park:
- (a) The requirements for minimum development standards for stormwater drainage and impoundment easements and stormwater detention basins (section 38.06.003(1) and section 38.06.003(2)) are in place and operating efficiently or properly secured.
 - (b) All park improvements, as agreed upon by the subdivider and the city, shall be installed or properly secured.
 - (c) Property deeded to the city as a park shall meet the minimum requirements for areas located above the high water elevation of a playa lake as set forth by the Parks Master Plan or negotiated with the parks board.
 - (d) Required improvements within the proposed park area shall be negotiated and approved by the director of parks and the parks board.
 - (e) Any irrigation system, approved by the director of parks, shall be installed by the owner/developer prior to any vegetative cover being placed around the lake area.
 - (f) Any variances to the requirements and standards required for the dedication of park property shall be approved in writing by the director of parks and/or the parks board.

- (g) Upon completion of the requirements and standards of this article, the owner/developer may request acceptance of the proposed park area as city property. After review and recommendation by the city engineer and director of parks, the City Council may choose to accept the property.
- (h) A bond in lieu of completing a required cut and fill or other improvements may be allowed prior to the recording of the final plat. A refund of any bond shall not be made until such time as all required improvements have been completed and appear to be operating efficiently.

Sec. 38.06.004 Development requirements

- (1) Development of all lake areas shall conform to all requirements of the *Drainage Criteria Manual*, including the following:
 - (a) Improvements within or adjacent to such lake areas shall be in accordance with this chapter and in compliance with the *Drainage Criteria Manual* and *Master Drainage Plan* of the city.
 - (b) Lake areas shall be designated on plats as a “stormwater drainage and impoundment easement” regardless of an ownership proposal or determination. The lake area shall be designated as a separate lot or tract on the final plat.
 - (c) If the ownership of the lake area has been determined by the time of recording the final plat, the appropriate designation shall be placed on the face of the final plat if the lake area is to be dedicated as a “public stormwater detention basin” or “public park.”
 - (d) No final plat for any lot or tract under single or common ownership with a lake area that is adjacent to or within a lake area or on a bordering street may be recorded until such lake area has been granted as a stormwater drainage and impoundment easement.
- (2) The conveyance of lake areas for stormwater detention basins shall not prohibit the use of such areas for public activities such as parks or open space not inconsistent with stormwater drainage and impoundment. Areas retained under private ownership are not required to be available for access or use by the public. Uses such as parking lots or golf courses, though not prohibited within the final development of the lake area, should be seriously evaluated by the subdivider, since these uses could be inundated by stormwater for long periods of time during and after rainfall events.

Sec. 38.06.005 Notifying public of intent for lake area

- (1) Any preliminary plat submitted that includes a lake area shall state the intention of the future use of such lake area.
- (2) A statement on the face of both the preliminary and final plats will clearly indicate the proposed use of the lake area as one of the following:
 - (a) A privately owned property with a dedicated stormwater drainage and impoundment easement,
 - (b) A privately owned and maintained park area, or
 - (c) The conveyance of the property to the city as a stormwater detention basin.or as a park. The City Council must approve of ineither of these conveyances.
- (3) At the beginning of any construction activity on the site, such as a lake cut and fill or development improvements, signs shall be installed around the perimeter of the lake area stating the future use of the property. The size, location and number of signs shall be determined by the city engineer on a case by case basis.

ARTICLE 38.07 PLAYA LAKES CUT AND FILL

Sec. 38.07.001 Playa lake cut and fill procedures

In the interest of the health, safety, and welfare of the residents of the City of Lubbock, playa lake modifications and dedication requirements for lake areas necessary for flood control and preservation of natural drainage shall be as follows:

- (1) Subdividers wishing to modify lake areas must submit a cut and fill plan prepared by an engineer according to the procedures detailed below and obtain planning and zoning commission approval for such plan before beginning any modifications.
 - (a) The subdivider shall submit three (3) copies and an electronic portable document format (.pdf) file of a cut and fill plan meeting the requirements of this article to the planning department in accordance with the schedule distributed annually by the commission.
 - (b) A nonrefundable application fee for reviewing a cut and fill plan shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, a minimum fee of one hundred dollars (\$100.00) for the administrative costs of reviewing the cut and fill plan shall be required with the application and paid to the plats coordinator at the time the application is submitted.

- (c) The cut and fill plan shall be distributed to the city staff by the plats coordinator, and staff will submit conditions for planning and zoning commission consideration.
 - (d) The subdivider may contest any staff recommendations at the planning and zoning commission hearing. The commission shall consider both the staff recommendations and the subdivider requests in making a final determination. The planning and zoning commission shall act on the cut and fill plan as submitted or amended within thirty (30) days.
 - (e) Should the planning and zoning commission deem necessary, the subdivider shall resubmit a corrected cut and fill plan as required by section 38.07.001 that reflects all required changes before the cut and fill plan approval process is complete.
 - (f) The action of the planning and zoning commission shall be noted and attached to three (3) copies of the cut and fill plan. One set shall be sent to the person who submitted the cut and fill plan, one set shall be provided to the city engineer, and the other set shall be filed by the planning department.
- (2) The cut and fill plan shall comply with the following and shall clearly illustrate any specific requirements:
- (a) Submit plan sheets at a scale of one (1) inch to one hundred (100) feet horizontal scale. Sheet sizes shall be between eleven (11) by seventeen (17) and twenty-four (24) inches by thirty-six (36) inches unless otherwise approved by the city engineer. If necessary, the plan may be on several sheets, with a cover sheet containing an index showing the entire subdivision.
 - (b) Be titled “Cut and Fill Plan—[Subdivision Name and Lots or Tracts], providing the proper name corresponding to the final plat it is accompanying.
 - (c) Include the names of the subdivider and the person or firm preparing the plan.
 - (d) Include the comment “This document is released for review purposes only, under the authority of [insert preparing engineer’s name] and in no way official or approved. Release Date: [Insert Date of Release]”
 - (e) Include the statements as listed in section 38.07.002(1)(a)-(i) of this article on the face of the cut and fill plan.

- (f) Clearly depict the existing one-foot interval contours and the proposed one-foot interval contours and cross sections on NAVD88 datum unless otherwise approved by the city engineer.
 - (g) Indicate in the notes the benchmarks used to establish vertical control for the plan.
 - (h) Include cross sections at a horizontal and vertical scale that clearly demonstrate the existing land and the proposed results of the cut and fill operation.
 - (i) Clearly demonstrate with the contours and cross sections that the borrow slopes and fill slopes conform to the requirements of the Drainage Criteria Manual.
 - (j) Clearly indicate in the notes and on the contours the predicted peak water elevation or overflow elevation of the lake.
 - (k) Indicate the acreage of the lake area prior to the cut and fill operation and the acreage and percent of total reclamation upon completion of the proposed activity. If prior cut and fill operations have been performed in the lake, the acreage of the lake area in its natural state shall also be listed as well as the percent of prior reclamation.
 - (l) Indicate the volume, in cubic yards, of the total proposed excavation, the volume of embankment material to be placed both below and above the predicted peak water elevation of the lake, and the net volume increase of holding capacity of the playa lake due to the cut and fill operation. All earthwork volumes shall be calculated as “in-place” cubic yards.
 - (m) Include adequate notes and legends to clearly depict the differences between existing and proposed conditions with this cut and fill operation.
- (3) Any approved cut and fill plan shall remain in force for three (3) years or until such time as the plan is submitted for amendment by the subdivider.

Sec. 38.07.002 Playa lake cut and fill requirements and verification

- (1) All fill activity shall be subject to the following requirements that shall be stated on the face of the cut and fill plan:
 - (a) Testing shall be performed by a commercial testing laboratory in accordance with American Society for Testing Materials (ASTM) standards.

- (b) All fill materials shall be compacted to ninety-five (95) percent standard Proctor density in accordance with ASTM D-698.
 - (c) Field densities shall be determined in accordance with ASTM D-2167 (rubber balloon density method), ASTM D-1556 (sand cone density method) or ASTM D-2922 (nuclear density method).
 - (d) Four (4) field densities shall be taken per acre of fill material, and densities shall be taken for each six-inch compacted depth, or portion thereof, of succeeding depths of fill material. Each area of fill material less than one-half acre shall have a minimum of two (2) field densities for each six-inch depth, and areas of fill material between one-half acre and one (1) acre shall have a minimum of three (3) field densities for each six-inch depth.
 - (e) Each lift shall have a maximum compacted depth of six (6) inches.
 - (f) The field densities shall be taken in such a manner as to be a representative sampling of the six-inch depths. The location of the tests shall be proportionately spaced to represent approximate equal areas of each acre being tested. Testing shall not occur at the same location in succeeding depths, so a representative sampling of the total fill may be obtained.
 - (g) The location of the field density tests shall be indicated upon a map to become a part of the certified as-built cut and fill plan.
 - (h) Copies of all test results with location maps shall be furnished to the city engineer with the certified as-built cut and fill plan.
 - (i) Fill material with a plasticity index (PI) of greater than twenty (20) will not be allowed in any public right-of-way. The substandard material shall be discarded at a location above the predicted peak water elevation of the playa lake, and select fill material shall be imported to the site for placement within the public right-of-way.
- (2) The top of the slope of any excavation shall be a minimum of ten (10) feet from any adjacent property line or existing or anticipated street or alley right-of-way line unless otherwise approved in the cut and fill plan.
 - (3) Upon completion of any cut and/or fill activity as approved by the planning and zoning commission under this chapter, as-built certified drawings shall be provided by an engineer and shall be filed with the city engineer for review prior to recording of the final plat. Upon approval of the city engineer, the cut and/or fill activity and the as-built certified drawings may be allowed to be completed after the recording

of the final plat if the subdivider provides a bond in lieu of completing these improvements in accordance with the provisions of section 38.09.009.

ARTICLE 38.08 EXCAVATIONS AND FILLS OUTSIDE OF LAKE AREAS

Sec. 38.08.001 Procedures

- (1) The approval of the planning and zoning commission shall be secured before any excavations as defined below are made, or any fills are made which will affect public drainage. Excepted from this requirement are those excavations and fills made in the course of construction, such as foundations, basements, or subfloors which are authorized by a building permit, normal site fill for lots in new subdivisions, or utility excavations and installations.
- (2) The procedure for obtaining planning and zoning commission approval for an excavation plan or a fill plan is the same as section 38.07.001.
- (3) As-built excavation or fill plans shall be required in conformance with section 38.07.002(3).

Sec. 38.08.002 Excavations outside of lake areas

- (1) An excavation plan shall be required for consideration by the planning and zoning commission for any cuts that resemble a mining operation or create a pit. Any cut exceeding six (6) feet in depth shall be submitted to the city engineer for determination of the requirement for an excavation plan.
- (2) The planning and zoning commission, when considering such plans, shall evaluate the plan with the safety of the public and the protection of adjacent properties as paramount in their deliberation. The planning and zoning commission shall, among other items, consider the following issues:
 - (a) Slopes of the excavation walls.
 - (b) Necessity of perimeter security, such as fencing, around the excavation site.
 - (c) Distance from the edge of the excavation to adjacent properties or structures.
 - (d) Access points to the excavation sites and their impacts to the excavation site and adjacent property.

Sec. 38.08.003 Fills outside of lake areas

- (1) Proposals for any fill outside of lake areas that could affect the normal flow of public drainage, including but not limited to berms, dams or terraces, shall be submitted to the city engineer for determination of whether a fill plan must be prepared.
- (2) If the city engineer determines that a fill plan should be prepared, such plans shall be submitted for consideration by the planning and zoning commission under the procedure detailed in section 38.07.001.
- (3) In reviewing fill plans, the planning and zoning commission shall, among other items, consider the following issues:
 - (a) The overall drainage pattern of the area.
 - (b) The impact the fill may have on adjacent properties or structures.
- (4) Any fill operation requiring a fill plan shall conform to the requirements of section 38.07.001 and section 38.07.002.

ARTICLE 38.09 IMPROVEMENTS REQUIRED PRIOR TO ACCEPTANCE OF FINAL PLAT

Sec. 38.09.001 Improvements required

Improvements listed in this article are required for recording of final plats inside the corporate limits of the City of Lubbock. Subdividers should consult with the Lubbock County public works director concerning requirements for plats in the city's extraterritorial jurisdiction.

Sec. 38.09.002 Monuments

- (1) Monuments shall consist of pipes or rods of magnetic quality of a minimum length of twelve (12) inches and shall be placed at all block corner and control points.
- (2) Control points are any property corner of any tract, parcel or lot which is not square or rectangular.

Sec. 38.09.003 Streets

- (1) Grading, drainage, and drainage structures necessary to the proper use and draining of streets, highways, and ways, and for public safety shall be in accordance with this code.

- (2) All streets and paved access alleys within or abutting the proposed subdivision shall be paved to the width specified on the plat and constructed in compliance with the *Public Works Engineering Design Standards and Specifications* under the supervision of the city engineer.
- (3) Paving of half-width streets along the boundary of a proposed subdivision shall require approval by the city engineer. Cost of all paving shall be borne by the subdivider except that the city may participate in the cost of paving under existing paving policies.
- (4) Preliminary grades shall be established for all streets and alleys prior to actual utility installation to prevent damage to buried utilities.
- (5) All underground utility lines required in a street, alley, or easement shall be installed prior to the installation of sub-base, base, or surface of the street.
- (6) The subdivider is responsible for the coordination of installation of utilities within streets, alleys, and easements and the submittal of as-built drawings of the utilities installed within their subdivision at the time the as-built drawings of the paving improvements are submitted.
- (7) The planning and zoning commission, upon request of the subdivider, may consider the delay of the required paving improvements.
 - (a) The subdivider shall submit the request and receive authorization of the requested delay prior to the recording of the final plat.
 - (b) The planning and zoning commission shall only consider approval of a delay in unusual circumstances, such as the platting of an isolated lot or tract in an area that is currently unpaved. Financial hardship shall not be a consideration for the approval of a delay of the paving improvements.
 - (c) The city engineer shall furnish a written recommendation to the planning and zoning commission regarding the request of the delayed paving.
 - (d) The delay of paving removes all responsibility of the paving improvements from the subdivider. The requirements for providing the future paving improvements will fall on the property owner of that platted lot or tract.
- (8) A building permit shall not be issued on a lot or tract platted under these subdivision regulations until such time as access from an all weather surface has been provided, unless a delay of paving improvements has been authorized by the planning and zoning commission under the provisions of this section.

Sec. 38.09.004 Water and sewer

- (1) Water and sewer lines shall be installed to serve all lots within the proposed subdivision under the provisions of Chapter 22 of this code and shall be constructed in compliance with the *Public Works Engineering Design Standards and Specifications* under the supervision of the city engineer. Utility pro rata costs shall be based on the rates in effect at the time of utility line construction.
- (2) Installation of water and sewer shall not be required when the planning and zoning commission finds that water and sewer is not available and cannot be made available in the immediate future. In such cases, a delay of services should be requested by the subdivider when the final plat is submitted.
- (3) A building permit shall not be issued on a platted lot or tract, or any portion authorized under the procedure in section 38.02.002(2), until such time as water and sanitary sewer service has been installed and is operational as determined by the city engineer or an exception is allowed under the provisions of this section.

Sec. 38.09.005 Street lighting

- (1) Street lights shall be provided at all street intersections and other locations within and abutting the subdivision with the exception of thoroughfare lighting. Street lights shall be placed in accordance with the current city standards for both location and number. Engineering design and installation as well as actual inspection of the street light construction shall be performed by Lubbock Power and Light. Lubbock Power and Light will provide design and specifications for stock light standards and fixtures to be used in all subdivisions. A cost recovery fee for the design of materials, preparation of specifications, installation of lighting, and the inspection of construction shall be charged for stock standards and fixtures.
- (2) The cost for stock light standards and fixtures and the cost recovery fees for design of materials, installation and specifications and inspection of construction shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, a minimum cost of two thousand five hundred dollars (\$2,500.00) per light standard and fixture and a minimum cost recovery fee for design and inspection of seventy dollars (\$70.00) per standard shall be required and shall be paid to Lubbock Power and Light. Lubbock Power and Light will notify the plats coordinator when such fees are paid.
- (3) Non-stock light standards and fixtures must be approved by the city council prior to approval of the final plat. It will be the subdivider's responsibility to receive approval from Lubbock Power and Light for the locations and installation of the street lights. If the subdivider chooses non-stock light standards and/or fixtures, the subdivider shall provide design and specifications and receive approval of lighting

improvements prior to approval of the final plat. The subdivider is also responsible for selecting and paying a contractor for installation of the non-stock standards and fixtures. An inspection fee shall also be paid to Lubbock Power and Light.

- (4) A subdivider may choose Lubbock Power and Light as the contractor for non-stock street lighting and shall negotiate a price for materials and labor. A cost recovery fee for the design of materials, preparation of specifications, installation of lighting, and the inspection of construction shall be charged for non-stock standards and fixtures when Lubbock Power and Light is the contractor.
- (5) The subdivider will maintain and store at least three (3) non-stock light standards and fixtures as replacement inventory and provide them to Lubbock Power and Light when replacements are needed. If at any time the subdivider does not provide such inventory, standards and fixtures will be replaced with stock inventory.
- (6) Any appeal of a decision of Lubbock Power and Light shall be to the planning and zoning commission of the City of Lubbock. Any appeal of a decision of the planning and zoning commission shall be to the city council. The decision of the city council shall be final.

Sec. 38.09.006 Street name signs

- (1) Street name signs for streets shall be provided at all street intersections within or abutting the proposed plat. Street name sign locations will be determined by the traffic engineering department during plat review. Street name signs will be paid for by the subdivider and produced and installed by the traffic engineering department.
- (2) Payment for street name signs shall be provided by the subdivider for the original sign and installation. The cost for street name signs shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, a minimum cost of two hundred dollars (\$200) per street name sign shall be required prior to recording of the plat and shall be paid to the pro rata administrator.

Sec. 38.09.007 Other traffic signs and traffic control devices

- (1) The traffic engineering department will specify any other required signs and traffic control devices, including but not limited to road closure signs and barricades, stop signs, no parking signs, and one-way signs, as part of plat review. Such signs and devices shall be of a style approved by the city and shall be placed in accordance with the Texas Manual on Uniform Traffic Control Devices (TMUTCD). Required devices will be paid for by the subdivider and produced and installed by the traffic engineering department.

- (2) Payment for other traffic signs and traffic control devices shall be provided by the subdivider for the original sign or device and installation. The cost for such signs and devices shall be set annually in the city's budget ordinance. If no fee is established by budget ordinance, a minimum cost of two hundred dollars (\$200) per sign or device shall be required prior to recording of the plat and shall be paid to the pro rata administrator.

Sec. 38.09.008 Drainage improvements

All drainage improvements, including playa lake cut and fills and excavations or fills outside of lake areas, shall be completed in accordance with article 38.07 and article 38.08 of this chapter and section 38.05.005.

Sec. 38.09.009 Bond in lieu of required improvements

- (1) In lieu of the completion of the required water, sewer, paving, or drainage improvements or completed cut and fill activity and before the final plat is approved and accepted, the subdivider shall submit a bond in lieu of the completion of construction of these improvements. Any surety bond is subject to approval by the city attorney.
- (2) The bond shall be in the form of a cash deposit, surety bond, or irrevocable letter of credit. The bond shall be in an amount equal to or greater than the estimated cost needed to complete the construction of the required improvement.
- (3) The irrevocable letter of credit shall be on a form with the bank's letterhead and in a format approved by the city attorney.
- (4) The bond shall be accompanied with a copy of the construction contract for the required water, sewer, paving, or drainage improvements and planned cut and fill activity or an estimate provided by the subdivider's engineer that is approved by the city engineer. The city engineer shall have the authority to require a different bond amount if there is a question or disagreement about the cost necessary to complete the construction of the required improvements. The city engineer shall utilize current bid prices received on city projects or unit prices known on current improvements in other new subdivisions as the basis for requiring a different bond amount.
- (5) If the subdivider is installing or constructing any of the other improvements required by article 38.09 of this chapter, a bond in lieu of those improvements may be allowed if approved by the department responsible for those installations.

Sec. 38.09.010 Withholding improvements and permits until approved

- (1) The city shall withhold all city improvements, including the furnishing of street lighting, sewerage facilities, and water service, from all additions which have not been recorded and improvements provided as required by this chapter.
- (2) No permits shall be issued by the building official on any piece of property unless water and sewer service is operational as determined by the city engineer. Further, no permit shall be issued on any parcel other than an original or a resubdivided lot in a duly approved and recorded subdivision, unless an exception has been made under section 38.02.002(2) and until such time as the platted lot or tract is made accessible by way of an all-weather surface.
- (3) Improvements and permits shall not be withheld when the planning and zoning commission finds one of the following situations to exist:
 - (a) Where improvements are necessary to comply with other ordinances of the city which carry a penalty for failure to comply.
 - (b) Where leased property lies on railroad right-of-way and such property is adequately served by streets and utility easements.

ARTICLE 38.10 VARIANCES

Sec. 38.10.001 General

- (1) Where the planning and zoning commission finds that extraordinary hardships or practical difficulties may result from strict compliance with these regulations and/or the purposes of these regulations may be served to a greater extent by an alternative proposal, it may approve variances to these subdivision regulations so that substantial justice may be done and the public interest secured. However, such variance shall not have the effect of nullifying the intent and purpose of these regulations.
- (2) The planning and zoning commission shall not approve variances unless it shall make findings based upon the evidence presented to it in each specific case that:
 - (a) The granting of the variance will not be detrimental to the public safety, health or welfare or injurious to other property.
 - (b) The conditions upon which the request for a variance is based are unique to the property for which the variance is sought and are not applicable generally to other property.

- (c) Because of the particular physical surroundings, shape or topographical conditions of the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience or financial loss, if the strict compliance with these regulations is carried out.
- (d) Any variance does not violate any other city ordinance.

Sec. 38.10.002 Conditions

In approving variances, the planning and zoning commission may require such conditions as will, in its judgment, substantially secure the objective of the standards or requirements of this chapter.

Sec. 38.10.003 Procedures

- (1) A petition for any such variance shall be submitted in writing by the subdivider at the time when the preliminary plat is filed with the planning department prior to consideration by the planning and zoning commission.
- (2) This procedure shall also apply to any request for variance related to an existing approved plat.
- (3) The petition shall state fully the grounds for the application and all of the facts relied upon by the petitioner and include clear reference to the portion of this chapter creating the hardship.

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

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

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

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

AND IT IS SO ORDERED.

Passed by the city council on first reading this _____ day of _____.

Passed by the city council on second reading this _____ day of _____.

TOM MARTIN, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

Amending LCO Chapter 38 - Subdivisions
04.13.12



Regular City Council Meeting

5. 20.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Ordinance 2012-O0038 Consider amending Ordinance 2011-00072 (South Overton Design and Development Regulations) regarding the requirement for a maximum of 20 percent floor space above the block face average with a recommendation to the City Council.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

South Overton Residential Historical District was added to the National Register of Historic Places in 1996. Many of the contributing structures have been designated as Lubbock Landmarks and are protected by the Historic overlay zoning. The remainder of the historic neighborhood and structures had little to no protection prior to implementing of the South Overton Design and Development Regulations in September 2011.

The previously mentioned design standards were intended to protect the historic integrity of the District while still allowing and encouraging development and renovation. With the implementation of design regulations on an existing neighborhood for the first time, the Planning Department and South Overton Neighborhood Association expected to come across a few needed modifications to the regulations as projects came underway.

The neighborhood association, builders, developers, and Planning Department staff have worked toward a determination for a positive balance between preserving the historical integrity of the neighborhood and promoting new development to revitalize and build up the neighborhood.

It is the opinion of the Planning Department that following current market practices as far as the size of structures and the higher percentage of lot coverage will not be detrimental to the District or its historical integrity.

The 20 percent maximum rule states: No structure is permitted to have more than 20 percent more floor space than the average of all existing residential structures in the same block. The Planning & Zoning Commission agrees with removing the 20 percent maximum rule and replacing it with the following (a highlighted copy is attached):

No single family residential structure shall contain more than five thousand (5,000) square feet of gross floor area. No two-family, duplex structure shall contain more than two thousand seven hundred (2,700) square feet of total living area (conditioned space) including basements, ground floor, and second floor, and no more than nine hundred (900) square feet of garage (450 square feet per "side"), non-conditioned space.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2243-B**; AMENDING ORDINANCE NO. 2011-00072 TO AMEND ATTACHMENT A TO THE ORDINANCE TO MODIFY THE BUILDING SIZE AND HEIGHT DESIGN AND DEVELOPMENT REGULATIONS ON APPROXIMATELY 160 ACRES AS FOLLOWS: LOTS 1-16, BLOCK 1, AND LOTS 1-13, BLOCK 2, HANKINS ADDITION; ALL OF BLOCKS 13-17, 20-24, 45-46, 51-53, 74-77, 80-83, AND 122; LOTS 1-4 AND 13-16, BLOCK 18; THE NORTH 20 FEET OF LOT 12 AND LOTS 13-16, BLOCK 5; LOTS 6-10, BLOCK 6; LOTS 6-10, BLOCK 7; LOTS 6-10, BLOCK 8; LOTS 6-10, BLOCK 9; LOTS 6-10, BLOCK 10; LOTS 13-22, BLOCK 44; LOTS 1-12, BLOCK 47; LOTS 1-12, BLOCK 50; LOTS 8-14 AND 20-24, BLOCK 54; LOTS 4-6, LOT 16, AND THE WEST 7 FEET OF LOT 17, BLOCK 73; LOTS 1-12, BLOCK 78; LOTS 1-12, BLOCK 79; AND LOTS 1-15, BLOCK 104, OVERTON ADDITION, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2243-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

That Attachment A to Ordinance No. 2011-O0072 is hereby amended as attached hereto and incorporated herein by reference as it applies to **approximately 160 acres as follows: LOTS 1-16, BLOCK 1, AND LOTS 1-13, BLOCK 2, Hankins Addition; ALL OF BLOCKS 13-17, 20-24, 45-46, 51-53, 74-77, 80-83, AND 122; LOTS 1-4 AND 13-16, BLOCK 18; THE NORTH 20 FEET OF LOT 12 AND LOTS 13-16, BLOCK 5; LOTS 6-10, BLOCK 6; LOTS 6-10, BLOCK 7; LOTS 6-10, BLOCK 8; LOTS 6-10, BLOCK 9; LOTS 6-10, BLOCK 10; LOTS 13-22, BLOCK 44; LOTS 1-12, BLOCK 47; LOTS 1-12, BLOCK 50; LOTS 8-14 AND 20-24, BLOCK 54; LOTS 4-6, LOT 16, AND THE WEST 7 FEET OF LOT 17, BLOCK 73; LOTS 1-12, BLOCK 78; LOTS 1-12, BLOCK 79; AND LOTS 1-15, BLOCK 104, Overton Addition, City of Lubbock, Lubbock County, Texas, generally located south of Broadway, North of 19th Street, east of University Avenue, and west of Avenue Q.** Said Attachment being hereby amended to read as follows in the paragraph entitled, "Building Size and Height" on Page 3:

Building Size and Height: To maintain the typical existing elevations that resulted from pier and beam construction, the elevation of the first floor shall be no less than eighteen (18) inches and no more than twenty-four (24) inches above the highest elevation of the street curb in front of the structure. The elevation of the first floor shall also be no less than fourteen (14) inches above the elevation of the lot at the entrance to the structure. No single family residential structure shall contain more than five thousand (5000) square feet of gross floor area. No two-family, duplex, structure shall contain more than two thousand seven hundred (2700) square feet of total living area (conditioned space) including basements, ground floor, and second floor, and no more than nine hundred (900) square feet of garage (450 square feet per "side"), non-conditioned space. No residential structure shall contain less than six hundred (600) square feet of floor space. Any antenna on the roof shall be located on that part of the roof that is least visible from the street. No flag pole shall be attached to the roof.

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 _____.

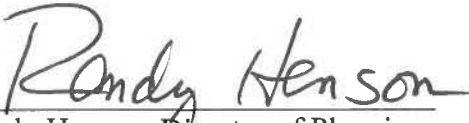
Passed by the City Council on second reading on _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2243-B (Amended)
April 4, 2012

Portion of Ordinance No. 2011-O0072 amendment.

Sidewalks and Driveway Openings: A sidewalk four (4) feet in width shall be constructed adjacent to any street frontage and in line with existing sidewalks on the same side of the street in the same block. No curb back walks are allowed. A walkway must be constructed to connect the public sidewalk and the front porch. The walkway must be at least four (4) feet wide, of concrete or brick pavers set in sand and contained by a metal or concrete border. Concrete sidewalks and walkways must meet the City's construction specifications for public sidewalks. On development lots less than seventy-five (75) feet wide, one driveway opening not more than twelve (12) feet in width shall be allowed. Circular drives are not permitted.

Building Size and Height: To maintain the typical existing elevations that resulted from pier and beam construction, the elevation of the first floor shall be no less than eighteen (18) inches and no more than twenty-four (24) inches above the highest elevation of the street curb in front of the structure. The elevation of the first floor shall also be no less than fourteen (14) inches above the elevation of the lot at the entrance to the structure. ~~No structure is permitted to have more than twenty (20) percent more floor space than the average of all existing residential structures in the same block.~~ No single family residential structure shall contain more than five thousand (5000) square feet of gross floor area. No two-family, duplex structure shall contain more than two thousand seven hundred (2700) square feet of total living area (conditioned space) including basements, ground floor, and second floor, and no more than nine hundred (900) square feet of garage (450 square feet per "side"), non-conditioned space. No residential structure shall contain less than six hundred (600) square feet of floor space. Any antenna on the roof shall be located on that part of the roof that is least visible from the street. No flag pole shall be attached to the roof.

Mechanical Units: Mechanical units may not be located in the front of the structure and mechanical units located on the side of a structure must be screened by a screening fence sufficient to block the view of the unit from the street. Mechanical units located on a roof must be located on that part of the roof that is least visible from the street.

Building Materials for New Construction and Alterations: Deteriorated historic features shall be repaired rather than replaced. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials. Materials and colors for new structures should be contributing to the historic character of the district and similar in size, scale and color to historic materials. The following materials are not allowed on any exterior wall or roof: corrugated sheet iron, metal siding, plywood or other composite sheet or panel materials, vinyl siding, exposed concrete masonry units, unpainted wood, diagonal siding or vertical siding. Smooth cement board siding with a reveal of no more than six (6) inches is permitted to simulate wood lap siding and wood trim. Metal roofing is permitted only if it is in keeping with the architectural style of the structure. Accent and trim materials and colors must be in keeping with the architectural style of the structure. Roofing materials and roofing colors must be compatible with the architectural style of the structure



Regular City Council Meeting

5. 21.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute Contract 33000224 with AT&T Mobility for wireless Internet access service for Public Safety, Public Works, and Lubbock Power & Light.

Item Summary

The City uses 497 wireless devices for mobile data communications. The agreement replaces the existing wireless solution, and provides unlimited 4G data communications.

The data cards and service plans are for mobile communications related to work automation, public safety, and various other applications needed in the field. The service plan monthly cost is \$37.49 per device for a total monthly cost of \$18,633. The contract includes technical support, no equipment charges, and no activation fees. The service is available from AT&T Mobility through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1777. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

\$223,590 is appropriated in the Adopted FY 2011-12 departmental operating budgets. There is an early termination fee with the current provider of approximately \$10,000, but savings from a lower monthly rate, as well as elimination of 3G overage charges, will offset the fee within the first 12 months of the contract.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - AT&T Wireless Internet

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. 33000224 for the purchase of wireless internet access per DIR-SDD-1777, by and between the City of Lubbock and AT&T Mobility of Carol Stream, Illinois, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

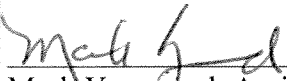
Passed by the City Council on _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



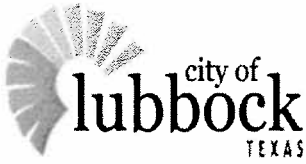
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdops/RES.AT&T Mobility-PurchaseOrd
April 20, 2012



PURCHASE ORDER

Page - 1
Date - 04/20/2012
Order Number 33000224 000 OP
Branch/Plant 3410

TO: AT&T MOBILITY
NATIONAL BUSINESS SERVICES
PO BOX 9004
CAROL STREAM Illinois 60197-9004

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/07/2012 Freight
Requested 03/07/2012 Taken By D.TORRES
Delivery Per J Zhine / Req #39287 DIR-SDD-1777

Table with columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include ATT Unlimited Data Plan, Elevate Hot Spot 4G / USB 4G, and Total Order 223,590.36.

This purchase order encumbers funds in the amount of \$223,590.36 awarded to AT&T Mobility of Carol Stream, Illinois, on May 3, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation dated April 19, 2012 from AT&T Mobility of Carol Stream, IL and State of Texas Department of Information Resources, Contract DIR-SDD-1777. Resolution# _____.

CITY OF LUBBOCK
Tom Martin, Mayor

ATTEST:
Rebecca Garza, City Secretary



Geronimo Ramirez
 Government Sales Representative
 Government Solutions
 AT&T Mobility
 602-617-6065

DATE 4/19/2012

City of Lubbock

Attention: Mark Yearwood

PRICING PROPOSAL – STATE OF TEXAS DIR CONTRACT # DIR-SDD-1777

Price quote includes \$100 Service credit that will be applied within the first 180 days of service

Rate Plan	Monthly Service Price	City of Lubbock Price	Quantity - 497
Unlimited Data	\$69.99	\$37.49/Month*	\$18,632.53/Month*
Devices	Price	City of Lubbock Price	
Elevate Hot Spot 4G	\$119.99	Free	
USB Momentum 4G	\$99.99	Free	
VPN Connection	One-Time Fee	City of Lubbock Fee Waived	Monthly Charge
All VPN	\$1,995.00	One Time Fee Waived	\$0

*Price is based on Monthly Service and does not include Tax/Federal Government Surcharges.

*Per State of Texas DIR Contract, City of Lubbock has NO activation or ETF fees.

CCS Network VPN

In a Network VPN scenario, AT&T Mobility provides the customer with an IPSec tunnel from the AT&T Mobility data center to the customer Internet VPN. This IPSec tunnel is used to exchange data traffic between the customer’s Internet VPN and the customer’s wireless devices in the AT&T Mobility cellular network. The customer only incurs a non-recurring charge which will be waived for the City of Lubbock under the Network VPN option.

We look forward to supporting City of Lubbock on this initiative.

Sincerely,

Geronimo Ramirez
Geronimo.Ramirez@att.com

*Prices quoted are pre-tax. Standard local and federal taxes apply



Regular City Council Meeting

5. 22.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order Contract 33000235 with Dell Marketing, LP, for rugged laptops and mounting hardware for police vehicles.

Item Summary

The contract is for the purchase of 51 rugged laptops and mounting hardware to be installed in the new Chevrolet Tahoes being purchased for the Police Department.

The \$245,742 purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-890-TX. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other information technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases using DIR contracts meet competitive bid requirements through the DIR program.

Fiscal Impact

The 51 laptops are approved in the Adopted FY 2011-12 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Rugged Laptops

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. 33000235 for the purchase of rugged laptops and mounting hardware as per DIR-SDD-890-Tx, by and between the City of Lubbock and Dell Marketing, LP, 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 _____.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



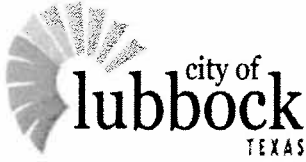
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Dell Marketing, LP-PurchaseOrd
April 17, 2012



PURCHASE ORDER

Page - 1
Date - 04/16/2012
Order Number 33000235 000 OP
Branch/Plant 330

TO:
DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO:
CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 04/16/2012 Freight
Requested 04/16/2012 Taken By D.TORRES
Delivery PER J.ZHINE/REQ 39525 DIR-SDD-890-TX/QUOTE:617988586

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Dell Latitude E6420 XFR, HAVIS E6400 XFR Veh Dckg Sta, 90W Power Supply for Dckg Sta, HAVIS Veh mntgbase pkg ChvyTah, and Total Order 245,741.97.

This purchase order encumbers funds in the amount of \$245,741.97 awarded to Dell Marketing L.P. of Round Rock, Texas, on May 3, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation 617988586 dated April 10, 2012 from Dell Marketing L.P. of Round Rock, Texas. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Tom Martin, Mayor

Rebecca Garza, City Secretary

DELL**QUOTATION**

QUOTE #: 617988586

Customer #: 1784159

Contract #: 48ABO

CustomerAgreement #: DIR-SDD-890-TX

Quote Date: 4/10/12

Date: 4/10/12 9:03:41 AM

Customer Name: CITY OF LUBBOCK

TOTAL QUOTE AMOUNT:	\$245,741.97		
Product Subtotal:	\$245,741.97		
Tax:	\$0.00		
Shipping & Handling:	\$0.00		
Shipping Method:	Ground	Total Number of System Groups:	1

GROUP: 1	QUANTITY: 51	SYSTEM PRICE: \$3,521.49	GROUP TOTAL: \$179,595.99
Base Unit:	Dell Latitude E6420 XFR (225-0809)		
Processor:	Intel Core i5-2520M, 2.50GHz, 3MB Cache, Dell Latitude E6X20 (317-5994)		
Memory:	2.0GB, DDR3-1333MHz SDRAM, 1 DIMM, Dell Latitude (317-6236)		
Keyboard:	Internal English Backlit Keyboard, Red, Dell Latitude E6420 XFR (331-2135)		
Keyboard:	Quick Reference Guide, English, Dell Latitude E6420 XFR (331-2141)		
Keyboard:	Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)		
Video Card:	Intel HD Graphics 3000 with Fingerprint and Contactless Smartcard Reader, Dell Latitude E6420 XFR (318-0662)		
Hard Drive:	128GB Dell Mobility Solid State Drive, 2.7MM, Dell Latitude E6420 XFR (342-2577)		
Floppy Disk Drive:	14.0 inch HD (1366x768) Outdoor Viewable with Direct Vue Touchscreen and Mic only (320-2237)		
Operating System:	Genuine Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)		
Operating System:	Genuine Windows 7 Professional, 32-bit, No Media, Latitude, English (421-8051)		
Modem:	External USB Modem for Latitude E-Family/Mobile Precision (313-7043)		
TBU:	90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)		
TBU:	US - 3 foot Flat Power Cord, Dell Latitude (330-4016)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW, Dell Latitude E (318-0330)		
CD-ROM or DVD-ROM Drive:	Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4822)		
CD-ROM or DVD-ROM Drive:	Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)		
CD-ROM or DVD-ROM Drive:	8X DVD+/-RW Bezel, Dell Latitude E6420 XFR (318-0712)		
Sound Card:	Triple RF-Pass-Thru, Latitude E6420 XFR (331-2139)		
Processor Cable:	Intel WiFi Link 6205 (802.11a/g/n 2X2) 1/2 MiniCard for VPRO Latitude E/Mobile Precision (430-3961)		
Documentation Diskette:	No Intel vPro Technology Advanced Management Features, Dell Latitude E6X20 (331-1226)		
Bundled Software:	No Productivity Software, Dell OptiPlex, Precision and Latitude (421-3872)		
Feature	6-Cell (60WH) Primary Lithium Ion Battery for Latitude E6420 XFR (312-1214)		
Service:	Dell Limited Hardware Warranty Plus Service Extended Year(s) (935-8968)		
Service:	Dell Limited Hardware Warranty Plus Service Initial Year (931-4567)		
Service:	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis 4 Year Extended (927-8354)		
Service:	ProSupport: Next Business Day Limited Onsite Service After Remote Diagnosis Initial Year (954-7200)		
Service:	Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com/ProSupport or call 1-866-5 (989-3449)		
Service:	ProSupport : 7x24 Technical Support, 4 Year Extended (928-8134)		
Service:	ProSupport : 7x24 Technical Support, Initial (956-5210)		
Installation:	Standard On-Site Installation Declined (900-9987)		

Support:	Accidental Damage Protection, 5 Year (927-8474)
Support:	Info, Complete Care (988-7689)
Misc:	Dedicated SiRFstarIV GPS, Dell Latitude E6420 XFR (331-2143)
Misc:	Energy Star Enabled/E-PEAT/Gold, Latitude E6420/ATG (331-1931)
Misc:	Dell Wireless 5630 Multi-Mode EVDO-HSPA Mini-Card with A-GPS for Latitude and Mobile Precision (318-0407)
Misc:	SIM Card Insertion Tool, Dell Latitude E6420 XFR (331-3572)
	Intel Core i5 Processor (331-1633)

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
HAVIS E6400 XFR VEHICLE DOCKING STATION WITH RF (A3985625)	51	\$730.39	\$37,249.89
90 W Power Supply for Dell Docking Stations (A4373501)	51	\$109.00	\$5,559.00
HAVIS VEHICLE MOUNTING BASE PACKAGE WITH SHORT HANDLE: CHEVROLET TAHOE (A3985782)	51	\$457.59	\$23,337.09
Number of S & A Items: 3		S&A Total Amount: \$66,145.98	

SALES REP:	Duane McCoy	PHONE:	512-513-9185
Email Address:	Duane_McCoy@Dell.com	Phone Ext:	5139185

Please review this quote carefully. If complete and accurate, you may place your order online at www.dell.com/qto (use quote number above). POs and payments should be made to *Dell Marketing L.P.*

If you do not have a separate agreement with Dell that applies to your order, please refer to www.dell.com/terms as follows:

If purchasing for your internal use, your order will be subject to *Dell's Terms and Conditions of Sale-Direct* including Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total. If purchasing for resale, your order will be subject to *Dell's Terms and Condition of Sale for Persons or Entities Purchasing to Resell*, and other terms of Dell's PartnerDirect program at www.dell.com/partner. If your order includes services, visit www.dell.com/servicecontracts for service descriptions and terms.

Quote information is valid for U.S. customers and U.S. addresses only, and is subject to change. Sales tax on products shipped is based on "Ship To" address, and for downloads is based on "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, with seller listed as *Dell Marketing L.P.*, to Dell's Tax Department at 800-433-9023. Please include your Customer Number.

For certain products shipped to end-users in California, a State Environmental Fee will be applied. For Asset Recovery/Recycling Services, visit www.dell.com/assetrecovery.



Regular City Council Meeting

5. 23.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute purchase order Contract 90500009 with Exerplay, Inc., for park playground structures.

Item Summary

The contract is for the supply and assembly of playground structures for the renovations at Kastman Park at 70th Street and Nashville Drive, Miller Park at 77th Drive and Memphis Drive, Ratliff Park at 49th Street and Chicago Avenue, and Stubbs Park at East 36th Street and Cedar Avenue.

Project renovations include Evos playground structures, shipping, onsite assembly, concrete flat work, demolition, earthwork and grading, site work to meet ADA compliance and irrigation. Similar playground structures have been successfully installed at seven parks as part of previous projects.

The \$518,855 purchase from Exerplay, Inc., of Ceder Crest, New Mexico, is made available through the Texas Association of School Boards Local Government Purchasing Cooperative, known as the BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is 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.

The Park Playground Replacement 2012 purchase includes:

- 3 Evos play structures (for Kastman, Ratliff and Stubbs Parks)
- In kind donation of swing structures from Exerplay (for Miller Park)
- Safety surfacing (for Kastman, Ratliff, Stubbs and Miller Parks)
- Site preparation and curbing to include vehicle approach, sidewalk, playground enclosure, playground sub base pad, demolition of existing playground and all concrete, irrigation, fill material and compacted surfacing pad, and handicap parking and striping (all sites)
- Demolition of existing shelter (for Kastman Park)

Estimated time for the completion of this project is 120 consecutive calendar days and liquidated damages are \$150 per day.

Fiscal Impact

\$2,733,914 is appropriated in Capital Improvement Project No. 91170, Park Playground Replacement, with \$518,855 available for this purpose.

Staff/Board Recommending

Scott Snider, Community Services Assistant City Manager

Attachments

Reso, PO, and Quote

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. 90500009 for the purchase of playground equipment for Kastman, Miller, Ratliff and Stubbs Parks per Buyboard Contract No. 346-10, by and between the City of Lubbock and Exerplay, Inc. of Cedar Crest, New Mexico, 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.

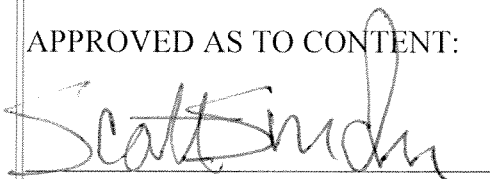
Passed by the City Council on _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



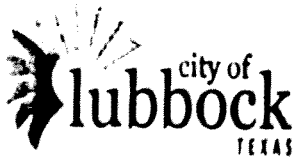
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Exerplay, Inc.-PurchaseOrd
April 17, 2012



PURCHASE ORDER

Page - 1
 Date - 04/17/2012
 Order Number 90500009 000 OP
 Branch/Plant 91170

TO:
 EXERPLAY INC
 PO BOX 1160
 CEDAR CREST New Mexico 87008

SHIP TO:
 CITY OF LUBBOCK
 PARKS AND RECREATION
 C/O CRAIG WUENSCHÉ
 1010 9TH STREET
 LUBBOCK Texas 79401

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

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

Ordered 04/17/2012 Freight
 Requested 04/17/2012 Taken By T LENNON
 Delivery PER C WUENSCHÉ REQ 39533 BUYBOARD CONTRACT NO. 346-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
EVOS Kastman	1.000	39,170.0000	EA	39,170.00	06/01/2012
Buy Brd Discnt 5%	1.000	(1,958.5000)	EA	(1,958.50)	06/01/2012
Install Plygrd Eq	1.000	15,975.0000	EA	15,975.00	06/01/2012
Site Prep	1.000	64,639.0000	EA	64,639.00	06/01/2012
ForeverLawn SS	2,000.000	16.5000	EA	33,000.00	06/01/2012
Buy Brd Discnt 5%	1.000	(1,650.0000)	EA	(1,650.00)	06/01/2012
EVOS Ratliff	1.000	39,170.0000	EA	39,170.00	06/01/2012
Buy Brd Discnt 5%	1.000	(1,958.5000)	EA	(1,958.50)	06/01/2012
Install Plygrd Eq	1.000	15,975.0000	EA	15,975.00	06/01/2012
Site Prep	1.000	58,908.0000	EA	58,908.00	06/01/2012
ForeverLawn SS	2,000.000	16.5000	EA	33,000.00	06/01/2012
Buy Brd Discnt 5%	1.000	(1,650.0000)	EA	(1,650.00)	06/01/2012
EVOS Stubbs	1.000	39,170.0000	EA	39,170.00	06/01/2012
Buy Brd Discnt 5%	1.000	(1,958.5000)	EA	(1,958.50)	06/01/2012
Install Plygrd Eq	1.000	15,975.0000	EA	15,975.00	06/01/2012
Site Prep	1.000	64,795.0000	EA	64,795.00	06/01/2012
ForeverLawn SS	2,000.000	16.5000	EA	33,000.00	06/01/2012
Buy Brd Discnt 5%	1.000	(1,650.0000)	EA	(1,650.00)	06/01/2012
Mill 177330A	1.000	2,265.0000	EA	2,265.00	06/01/2012
Mill 177331A	2.000	1,390.0000	EA	2,780.00	06/01/2012
Mill 174018A	4.000	96.0000	EA	384.00	06/01/2012
Mill 176038A	2.000	240.0000	EA	480.00	06/01/2012
Courtesy Discnt	1.000	(5,909.0000)	EA	(5,909.00)	06/01/2012
Install Plygrd Eq	1.000	2,188.0000	EA	2,188.00	06/01/2012
PebbleFlex P SS	1,900.000	15.0000	EA	28,500.00	06/01/2012



PURCHASE ORDER

Page - 2
 Date - 04/17/2012
 Order Number 90500009 000 OP
 Branch/Plant 91170

TO: EXERPLAY INC
 PO BOX 1160
 CEDAR CREST New Mexico 87008

SHIP TO: CITY OF LUBBOCK
 PARKS AND RECREATION
 C/O CRAIG WUENSCHÉ
 1010 9TH STREET
 LUBBOCK Texas 79401

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

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

Ordered 04/17/2012 Freight
 Requested 04/17/2012 Taken By T LENNON
 Delivery PER C WUENSCHÉ REQ 39533 BUYBOARD CONTRACT NO. 346-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Site Prep	1.000	23,493.0000	EA	23,493.00	06/01/2012
Total Freight	1.000	5,520.0000	EA	5,520.00	06/01/2012
Total Prf/Pay Bond	1.000	17,202.0000	EA	17,202.00	06/01/2012
Total Order					

Terms NET DUE ON RECEIPT 518,854.50

INSURANCE CERTIFICATE REQUIRED PRIOR TO PROVIDING SERVICE:

Commercial General Liability, per occurrence - \$1,000,000 *General Aggregate *Contractual Liability Products-Comp/Op AGG* Heavy Equipment *XCU (Explosion, Collapse, Underground) Completed operations for additional insured	Employer's Liability and/or Occupational Medical and Disability and Worker's Compensation, Statutory Amounts-\$500,000 Automotive Liability-Any Auto-\$1,000,000
City of Lubbock is named as primary additional insured on Auto/General Liability with a Waiver of subrogation in favor of the City of Lubbock on all coverage. Copies of endorsements required	
The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022.	
The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$100,000 and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, Government Code, in the amount of 100% of the total contract price in the event that said contract price exceeds \$50,000. Said statutory bonds should be issued by a company carrying a current Best Rating of "A" or better. The bonds must BE in a form acceptable to the City attorney and must be dated the same date that the contract was awarded.	

This purchase order encumbers funds in the amount of \$518,854.50 awarded to Exerplay Inc. of Cedar Crest, New Mexico, on May 3, 2012. The following are incorporated into and made part of this purchase order by reference: Price quotation number DO041112-1 dated April 13, 2012 from Exerplay Inc. of Cedar Crest, New Mexico and Buyboard Contract #346-10. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Tom Martin, Mayor

Rebecca Garza, City Secretary

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE NUMBER
 4/13/2012 DO041112-1

QUOTATION

Quote Prepared for:

Purchase Order to be Issued To:

Lubbock, City of
 Craig Wuensche
 806-775-2665
 cwuensche@mylubbock.us

Exerplay, Inc.
 PO Box 1160
 Cedar Crest, NM 87008-1160
 Texas Buy Board Contract #346-10
 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Progress ...	JT	Wolforth TX	2-3 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	Lubbock, City of: Kastman, Miller, Ratliff and Stubbs Parks: LSI Playgrounds, Site Furnishings, Safety Surfacing and Installation			
LANDSCAPE STRUCTURES PLAYGROUNDS				
***KASTMAN PARK				
LSI EVOS	EVOS Design #58541-1-1.	1	39,170.00	39,170.00
DISC - BUY BOARD	Buy Board Discount for LSI 5%		-1,958.50	-1,958.50
Install	Installation of Playground Equipment and Temporary Fencing	1	15,975.00	15,975.00
Site Prep	Site Preparation and Curbing to include Vehicle Approach 364 sf, Side Walk 3776 sf, Playground Sidewalk 868 sf, Playground sub base pad, Demolition-Existing Playground & all concrete, Demolition -Existing Shelter, Irrigation, Fill Material-Compacted Surfacing Pad, Handicap Parking Striping.	1	64,639.00	64,639.00
ForeverLawn	Playgroundgrass Academy, UP to 8' fall Height Pads, Crumb rubber infill, tape, glue, nailer boards. Includes materials, install and freight.	2,000	16.50	33,000.00
DISC - BUY BOARD	Buy Board Discount for ForeverLawn 5%		-1,650.00	-1,650.00
****RATLIFF PARK				
LSI EVOS	EVOS Design #58541-1-1	1	39,170.00	39,170.00
DISC - BUY BOARD	Buy Board Discount for LSI 5%		-1,958.50	-1,958.50
Install	Installation of Playground Equipment and Temporary Fencing	1	15,975.00	15,975.00
Site Prep	Site Preparation and Curbing to include Vehicle Approach 364 sf, Side Walk 3241 sf, Playground Sidewalk 868 sf, Playground pad, Demolition, Irrigation, Fill Material, Handicap Parking Striping.	1	58,908.00	58,908.00
ForeverLawn	Playgroundgrass Academy, UP to 8' fall Height Pads, Crumb rubber infill, tape, glue, nailer boards. Includes materials, install and freight.	2,000	16.50	33,000.00
DISC - BUY BOARD	Buy Board Discount for ForeverLawn 5%		-1,650.00	-1,650.00
STUBBS PARK				
LSI EVOS	EVOS Design #58541-1-1	1	39,170.00	39,170.00
DISC - BUY BOARD	Buy Board Discount for LSI 5%		-1,958.50	-1,958.50

Quote prepared by Debi Oglesbee
 debi@exerplay.com

TOTAL

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505. 281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE NUMBER
 4/13/2012 DO041112-1

QUOTATION

Quote Prepared for:

Purchase Order to be Issued To:

Lubbock, City of
 Craig Wuensche
 806-775-2665
 cwuensche@mylubbock.us

Exerplay, Inc.
 PO Box 1160
 Cedar Crest, NM 87008-1160
 Texas Buy Board Contract #346-10
 Please fax a copy to Exerplay:505-281-0155

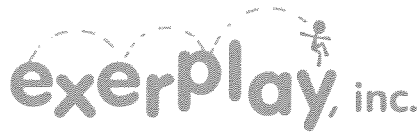
SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Progress ...	JT	Wolforth TX	2-3 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Install	Installation of Playground Equipment and Temporary Fencing	1	15,975.00	15,975.00
Site Prep	Site Preparation and Curbing to include Vehicle Approach 364 sf, Side Walk 2831 sf, Playground Sidewalk, Playground pad, Demolition-Existing Sidewalk, Fill Material-Compacted Surfacing Pad, Irrigation, Handicap Parking Striping.	1	64,795.00	64,795.00
ForeverLawn	Playgroundgrass Academy, UP to 8' fall Height Pads, Crumb rubber infill, tape, glue, nailer boards. Includes materials, install and freight.	2,000	16.50	33,000.00
DISC - BUY BOARD	Buy Board Discount for ForeverLawn 5%		-1,650.00	-1,650.00
MILLER PARK				
3 BAY SWING SET				
LSI 177330A	5" Arch Wing Frame, 8' Beam Height, 204 lbs	1	2,265.00	2,265.00
LSI 177331A	5" Arch Swing Frame Additional Bay, 8' Beam, 124 lbs	2	1,390.00	2,780.00
LSI 174018A	Belt Seat and ProGuard Chains for 8' Beam, 8 lbs.	4	96.00	384.00
LSI 176038A	Full Bucket Seat, ProGuard Chains for 8' Beam Height, 14 lbs.	2	240.00	480.00
*** Subtotal for Swing set \$5909.00				
Courtesy Discount	Courtesy Discount for Swing Set		-5,909.00	-5,909.00
Install	Installation of Playground Swing Set and Temporary Fencing	1	2,188.00	2,188.00
PebbleFlex	Landscape Structures PebbleFlex. 1900 sq ft, P SS - total 3.5 inch system with 133 LF of Saw Cut. Materials and Installation.	1,900	15.00	28,500.00
Site Prep	Site Preparation and Curbing includes Sidewalk 543 sf, Playground Sidewalk 836 sf, Playground Pad, Demo-Existing Concrete & Wash out Pit, Irrigation.	1	23,493.00	23,493.00
Freight	Freight/Shipping Charges for all of the above LSI Playground Equipment. All equipment to be ordered and shipped together. (150-81-12)	1	5,520.00	5,520.00

Quote prepared by Debi Oglesbee
 debi@exerplay.com

TOTAL

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com



DATE NUMBER
 4/13/2012 DO041112-1

QUOTATION

Quote Prepared for:

Lubbock, City of
 Craig Wuensche
 806-775-2665
 cwuensche@mylubbock.us

Purchase Order to be Issued To:

Exerplay, Inc.
 PO Box 1160
 Cedar Crest, NM 87008-1160
 Texas Buy Board Contract #346-10
 Please fax a copy to Exerplay:505-281-0155

SHIPPED VIA	TERMS	REP	FOB	EST. SHIP DATE
Common Carrier	Progress ...	JT	Wolforth TX	2-3 Weeks ARO

ITEM	DESCRIPTION	QTY	COST	TOTAL
Notes I	Pricing is for the above listed equipment and installation and includes off loading of equipment at time of delivery, storage, security, site preparation, security fencing, or any applicable taxes or permits. Pricing is good for 30 days.			0.00
Bond	Performance/Payment Bond 3.5%	1	17,202.00	17,202.00
Jeff	For further assistance please contact your sales representative Jeff Talley @ 806-670-4006 or Jeff@exerplay.com.			0.00

Quote prepared by Debi Oglesbee
 debi@exerplay.com

TOTAL \$518,854.50

**City of Lubbock, TX
Capital Project
Project Cost Detail
May 3, 2012**

Capital Project Number: 91170
 Capital Project Name: Park Playground Replacement

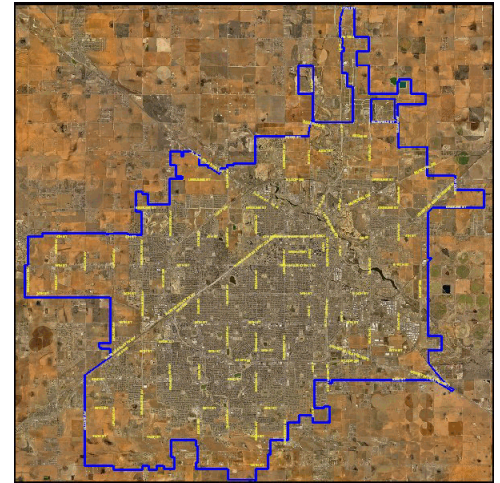
	Budget
<i>Encumbered/Expended</i>	
Exerplay, Inc.	\$ 618,450
Hub City Pavers	259,356
Other Materials	1,863
Minnix	66,000
Tommy Klein Construction	240,571
City of Lubbock Staff Time	133,172
Bid Cost	2,362
Inspections	2,537
 <i>Agenda Items May 03, 2012</i>	
Exerplay, Inc.	518,855
<i>Encumbered/Expended To Date</i>	1,843,166
 <i>Estimated Costs for Remaining Appropriation</i>	
Unencumbered	890,748
<i>Remaining Appropriation</i>	890,748
Total Appropriation	\$ 2,733,914

Managing Department **Parks and Recreation**

Project Manager **Craig Wuensche**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

Replace old, worn, weathered, cracked, and rusted playground equipment with new colorful, metal, multi-activity choices for park users of all ages. The renovation includes installation of perimeter sidewalks and resilient safety surfacing. Playground replacements are performed in the following order: Maedgen, Ribble, Elmore, and Leftwich Parks in 2012; Butler, Chatman and Mahon, Parks in 2013; Casey, Washington, and Dupree Parks in 2014; Simmons, Lusk, and Crow Parks in 2015; and Hoel, Hinojosa, Pioneer, Rodgers, Hamilton, Clapp, and Stevens Parks as funding allows in future years.

Project Justification

Park playgrounds have a life span of 10 to 15 years. With 57 playgrounds in use, the City should replace five playgrounds each year. The project was identified as a high priority in the Parks Master Plan to provide safer play structures and to improve the appearance of Lubbock.

Project History

The majority of playgrounds in Lubbock are approximately 20 years old. Woods, Hollins, Burns, Guadalupe, Berry, and Maxey Parks have been completed. Stubbs, Kastman, and Ratliff Parks should be completed in 2011.

\$200,000 was appropriated in the FY 2005-06 budget, Ord. No. 2005-00106, September 8, 2005.

\$275,000 was appropriated in FY 2006-07 budget, Ord. No. 2006-00098, September 13, 2006.

\$275,000 was appropriated in the FY 2007-08 budget, 2007-00091, September 13, 2007.

607,531 was appropriated in the FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.

\$671,079 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$705,304 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
Construction	1,921,324	666,512	749,233	749,539	802,007	858,148	967,501	6,714,264
Design and Engineering	107,286	38,792	0	43,624	46,678	49,945	0	286,325
Total Project Appropriation	2,028,610	705,304	749,233	793,163	848,685	908,093	967,501	7,000,589

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
FY 2006 Tax Supported CO's	256,255	0	0	0	0	0	0	256,255
FY 2007 Tax Supported Revenue CO's	360,357	0	0	0	0	0	0	360,357
FY 2008 Tax Supported Revenue CO's	275,000	0	0	0	0	0	0	275,000
FY 2009 Tax Supported Revenue CO's	258,388	0	0	0	0	0	0	258,388
FY 2011 Tax Supported Revenue CO's	671,079	0	0	0	0	0	0	671,079
FY 2012 Tax Supported Revenue CO's	0	705,304	0	0	0	0	0	705,304
FY 2013 Tax Supported Revenue CO's	0	0	749,233	0	0	0	0	749,233
FY 2014 Tax Supported Revenue CO's	0	0	0	793,163	0	0	0	793,163
FY 2015 Tax Supported Revenue CO's	0	0	0	0	848,685	0	0	848,685
FY 2016 Tax Supported Revenue CO's	0	0	0	0	0	908,093	0	908,093
FY 2017 Tax Supported Revenue CO's	0	0	0	0	0	0	967,501	967,501
General Capital Project Fund	207,531	0	0	0	0	0	0	207,531
Total Funding Sources	2,028,610	705,304	749,233	793,163	848,685	908,093	967,501	7,000,589

<i>Operating Budget Impact</i>	Unappropriated Planning Years						Total Impact
	FY 2011-12	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	
No Impact Anticipated	0	0	0	0	0	0	0
Total Operating Budget Impact	0	0	0	0	0	0	0

Agenda Item 5.24

This item contains either trade secrets or confidential information in competitive sealed bids and proposals, proposed contracts, executive session information, personal information of appointments to boards and commissions, or information enhancing domestic security against terrorism as it relates to the U.S. Patriot Act.



Regular City Council Meeting

5. 24.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 10005398 with LDV, Inc., for one fully equipped crime scenes investigation van.

Item Summary

The Freightliner MT-45 crime scene van replaces a 2001 Ford 3/4-ton Econoline van for Police Investigations. The vehicle provides a secure, temperature controlled work environment for collection, examination, storage and transportation of evidence. The vehicle incorporates work stations that allow officers on the scene to have direct links to police communications and records. The vehicle provides significant storage for equipment and supplies and a hand wash/clean up station for safety.

The vehicle is equipped with a stand-alone power generator that provides a temperature controlled environment for evidence storage and processing, and includes external scene lighting and computer access to police records and communications. A fax/printer/copier/scanner incorporated in the design allows on scene dissemination and transmission of photographs and records information.

The \$148,514 contract with LDV, Inc., of Burlington, Wisconsin, is made available through Texas Multiple Awards Schedule (TXMAS) Contract TXMAS-4-23V020. The TXMAS program adapts existing competitively awarded federal government contracts to the procurement needs of the State of Texas and local governments. As the responsible federal entity, the General Services Administration's (GSA) Federal Supply Service awards Federal Supply Schedule contracts by competitive procurement procedures for more than 50 schedules covering multiple commodities and services. The prices reflected on GSA schedule contracts are the most favored customer prices and the maximum price allowable. To be considered for the TXMAS Program, an existing contract must be awarded by the federal government or other governmental entity using a competitive process and adaptable to the laws of the State of Texas (Texas Government Code Title 10, Subtitle D, Sections 2155.062, 2155.502, 2155.504).

Fiscal Impact

The equipment is approved in the Adopted FY 2011-12 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Reso, PO, and Quote

Images - CSI Van

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. 10005395 for the purchase of mobile command center per Contract TXMAS-4-23V020, by and between the City of Lubbock and LDV, Inc. of Burlington, Wisconsin, 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 _____.

TOM MARTIN, 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:ccdcs/RES.LDV, Inc.-PurchaseOrd
April 19, 2012



PURCHASE ORDER

Page - 1
Date - 04/19/2012
Order Number 10005398 000 OP
Branch/Plant 100

TO: LDV INC
180 INDUSTRIAL DR
BURLINGTON Wisconsin 53105

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: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 04/19/2012 Freight
Requested 05/02/2013 Taken By C ISAACS
Delivery PER PORRAS_J REQ 38557 CONTRACT TXMAS-4-23V020

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Mobile Command Center, 1.000, 148,514.0000, EA, 148,514.00, 05/02/2013

LDV Model # EODMCC 162339-10

Quote dated April 18, 2012

Total Order

Terms NET 30 DAYS 148,514.00

This purchase order encumbers funds in the amount of \$148,514.00 awarded to LDV, Incorporated of Burlington, Wisconsin, on May 3, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation dated April 18, 2012 from Incorporated of Burlington, Wisconsin and Contract TXMAS-4-23V020. Resolution#

CITY OF LUBBOCK

ATTEST:

Tom Martin, Mayor

Rebecca Garza, City Secretary



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

**PRELIMINARY
SPECIFICATIONS FOR:**

**LUBBOCK POLICE DEPARTMENT
MOBILE COMMAND CENTER**

LDV MODEL # EODMCC162339-10

**March 10, 2011
January 31, 2012
February 14, 2012
March 7, 2012
April 5, 2012
April 18, 2012**

Contract TXMAS-4-23V020



LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

GSA PRICING PAGE:

Total commercial price as specified, continental US	\$	158,838.00
GSA 1 unit discounted price as specified	\$	147,408.00
Industrial Funding Fee (IFF)	\$	1,106.00
GSA 1 unit discounted price as specified with IFF	\$	148,514.00

Delivery terms: 12 months or less ARO

GSA pricing is not in effect until models are approved for the LDV schedule. Please consult a Sales Specialist before submitting an order to purchase.

Payment Terms: 2% Net 10, 1.5% Net 15, Net 30

Quote is firm for 60 days from specification date

Quoted price does not include any applicable FET, federal, state or local tax unless specified



**PROPOSED SPECIFICATION FOR
LUBBOCK POLICE DEPARTMENT (TX)**

LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

Item	Qty	
1.00		CHASSIS/BODY DIMENSIONS:
1.01		<ul style="list-style-type: none"> • Wheelbase of chassis: 178" • Overall length of apparatus, including rear step: 329" • Overall apparatus width, rub rail to rub rail: 96" • Rear step height from ground (loaded): 20" • Overall height of apparatus (loaded): 138" • Interior walkway height raw body: 83" • Interior walkway height finished: 81.5" • Interior walkway length: 216" • Interior raw body width: 93" • Interior finished body width: 85.5" <p>* Estimated measurement dependent on chassis components, axles, tires, frame, suspension, and roof-mounted equipment.</p>
2.00		CHASSIS:
2.01	1	<ul style="list-style-type: none"> • Freightliner MT-45 forward control chassis. 19,500-lb. GVWR with rear spring suspension and hydraulic brakes. <p>ENGINE:</p> <ul style="list-style-type: none"> • CUM ISB 6.7-220 220 HP @ 2300 RPM, 2600 GOV, 520 LB/FT @ 1600 RPM <p>ENGINE EQUIPMENT:</p> <ul style="list-style-type: none"> • 2010 EPA/CARB Emission certification - clean idle (includes 6x4 inch label on left side of hood) • 690 sq-in downflow radiator mounted in front • Engine oil check and fill mounted on radiator • Farr Eco BC air cleaner with water separator • Frontal air intake • Dr 12v 200 amp 28-si Quadramount pad alternator • (2) alliance model 931, group 31, 12 volt maintenance free 1300 CCA threaded stud batteries • Battery box mounted right hand with batteries perpendicular to frame rail • Frame ground return, battery cables with eyelet connectors • GVG, fire and emergency service vehicles engine warning • Cummins exhaust brake integral with variable geometry turbo with on/off dash switch • Engine aftertreatment device, automatic over the road regeneration and dash mounted regeneration request switch • RH OB Frame MTD HZ SCR catalyst • LH horizontal tailpipe, exit forward of rear tires • 10 gallon diesel exhaust fluid tank RH frame mounted • Borg Warner viscous fan drive



**PROPOSED SPECIFICATION FOR
LUBBOCK POLICE DEPARTMENT (TX)**

LDV, Inc.
180 Industrial Drive
Burlington, WI 53105
800.558.5986
Fax 262.763.0156
www.ldvusa.com

Item	Qty	
		<ul style="list-style-type: none"> • Cummins spin on fuel filter • Antifreeze to -34f, ethylene glycol pre-mixed 50/50 coolant • Rubber coolant hoses • Constant tension hose clamps for coolant hoses • Phillips-Temro 1000 watt/115 volt block heater • 120vac plastic plug engine heater cord temporarily mounted to engine, 6 foot • Nippon-Denso 12v starter with copper contacts <p><u>TRANSMISSION:</u></p> <ul style="list-style-type: none"> • Allison 1000 EVS automatic transmission with park pawl with PTO provision <p><u>TRANSMISSION EQUIPMENT:</u></p> <ul style="list-style-type: none"> • Shift lever, cable linkage, auto trans, mounted on RH side of control support • Transmission oil check and fill • Synthetic transmission fluid (tes-295 compliant) <p><u>FRONT AXLE AND EQUIPMENT:</u></p> <ul style="list-style-type: none"> • AF-8.0-2 8,000# FC1 68.0 KPI/3.74 drop single front axle • Front grease seal • Lithium grease front axle lubricant • TRW tas-37 power steering • TRW power steering pump <p><u>FRONT SUSPENSION:</u></p> <ul style="list-style-type: none"> • 7,000# flat leaf front suspension • Front stabilizer bar • Sachs front shock absorbers
		<p><u>REAR AXLE AND EQUIPMENT:</u></p> <ul style="list-style-type: none"> • DA-RS-13.0-2 13,000# F-series single rear axle • 4.30 rear axle ratio • Spl70 Dana Spicer main driveline with half round yokes • Organic SAE 80/90 rear axle lube • Transmission and rear axle driveline guard <p><u>REAR SUSPENSION:</u></p> <ul style="list-style-type: none"> • 13,000# flat leaf spring high profile rear suspension • Rear swaybar • Monroe rear shock absorbers <p><u>BRAKE SYSTEM:</u></p> <ul style="list-style-type: none"> • Bosch hydraulic brake package • Wabco hydraulic 4s/4m without traction control



**PROPOSED SPECIFICATION FOR
LUBBOCK POLICE DEPARTMENT (TX)**

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Item	Qty	
		<p><u>FRAME:</u></p> <ul style="list-style-type: none"> • 1/4x3.00x8.00 inch steel frame (6.35mmx76.20mmx203.20mm) 50ksi • 2350mm (93 inch) rear frame overhang <p><u>CHASSIS EQUIPMENT:</u></p> <ul style="list-style-type: none"> • Three-piece 14" chromed steel bumper with collapsible ends <p><u>FUEL TANKS:</u></p> <ul style="list-style-type: none"> • 40 gallon/151 liter rectangular steel fuel tank - between rails • Petroleum diesel fuel • Fuel tank(s) mounted between rails aft of rear axle • RH sidefill fuel tank cap • Alliance fuel filter/water separator with primer pump and indicator light <p><u>TIRES:</u></p> <ul style="list-style-type: none"> • Goodyear G647 RSS 225/70R19.5 12 ply radial front tires • Goodyear G647 RSS 225/70R19.5 12 ply radial rear tires <p><u>WHEELS:</u></p> <ul style="list-style-type: none"> • Accuride 29388 19.5x6.00 6-ball seat 2-hand steel disc front wheels • Accuride 29388 19.5x6.00 6-ball seat 2-hand steel disc rear wheels <p><u>CAB EXTERIOR:</u></p> <ul style="list-style-type: none"> • Operator station (control support) - outboard mounted with angle mounted park brake • Freightliner nameplates • Hood mounted chromed plastic grille • Dual electric horns • Ignition key only • Incandescent body mounted marker lamps • Daytime running lights
		<p><u>CAB INTERIOR:</u></p> <ul style="list-style-type: none"> • 5/8" heater plumbing hose - to front of chassis • Sanden compact air conditioner compressor • Radiator mounted air conditioner condenser • Auto self-reset circuit breakers and fuses • Fasten seat belt indicator, active low, for customer furnished seat belt • TRW tilt/3.00" telescopic steering column with foot actuated pedal • 4-spoke 18 inch (450mm) steering wheel



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Item	Qty	
		<p><u>INSTRUMENTS & CONTROLS:</u></p> <ul style="list-style-type: none"> • Green gauge backlighting • English units major scale • Driver message center w/LCD display, 24 warning lamps, data linked, AMI • Electronic mph speedometer with secondary kph scale, without odometer • Electronic 3500 rpm tachometer • Electric engine oil pressure gauge w/warning lamp and alarm • Electric engine coolant temp gauge w/warning lamp and alarm • Digital voltage display integral with driver display • Elec. fuel gauge & low fuel incandescent lamp • Automatic transmission oil temp gauge w/warning lamp • Engine hour meter, integral to message center LCD • Intake mounted air restriction indicator without graduations • Cruise control switches-unmounted • Programmable RPM control w/low voltage auto high idle & rpm control switches • No idle limiter, electronic engine • Wagner 7212 turn signal flasher <p><i>Note: Chassis specifications are from Freightliner Custom Chassis and are subject to change without notice.</i></p>
2.02	1	DOT triangle reflector kit with three (3) triangles.
3.00		<u>BODY:</u>
3.01	1	<ul style="list-style-type: none"> • Load space area shall be 83" high x 93" wide x 18' long all aluminum step van body. • Driver sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Passenger sedan door with slider window, door skin shall be chemically bonded to door frame structure reducing the amount of rivets required. Door shall have continuous stainless steel piano hinge and two (2) nylon straps. • Safe-T-Tread in stepwell. • Sedan doors shall have flush mounted locking hardware with self-aligning rotary latch and matching key locks. Outside door handles not to exceed 50" from ground. • 40-inch, two-piece swinging rear doors with piano hinge, chrome latches, inside release handle and one window in each door. • Full width 12" deep heavy-duty aluminum rear bumper and 10,000 # receiver with 7 blade trailer connector. Includes center step and painted to match the body. NOTE: Tow capacity is dependent on gross combined weight rating (GCWR) and trailer tongue capacity. • Electric brake control on right hand of dash.



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Item	Qty	
		<ul style="list-style-type: none"> • Hat style heavy duty studs shall be chemically bonded to sidewalls with additional rivets. Buck-rivets will be used to fasten the top, bottom and rub rail. • Body shall have 0.125" strain-hardened aluminum alloy 5052-H36 side panels. • Round profile rub rail. • Skirt supports to reinforce skirt edge and hold bottom edge in a straight line and maintain sidewall skirt rigidity. • Mud flaps on rear of vehicle. • Painted 0.040" aluminum roof over 3" x 1 1/2" x 0.125" extruded aluminum roof bows on 16" centers. Perimeter of roof shall be chemically sealed. • Lift-up molded fiberglass hood. Hood shall have integrated headlamps and turn signal indicators and dual assist gas charged lift shocks. • Tinted safety plate glass windshield with driver and passenger sun visors. • Sedan Door Treadplate Covers. • Twin 20" Swing Doors Treadplate Covers.
		<ul style="list-style-type: none"> • (1) cab dome light with switch on dash, (3) cargo dome lights on 3-way switches. • (6) interior 20A duplex receptacles, (2) exterior GFCI 20A duplex receptacles. • (2) 6v Deep cycle AGM auxiliary batteries in compartment with slide out tray. • 50A-240v service panel in console centered above front windshield. • 45A 120v to 12v Charger/Converter • Kussmaul super 30 auto eject. • Onan 12 kw generator in exterior aluminum compartment. • (6) Whelen 900 12v scene lights. • (2) 13500 RV roof top air conditioners with heat strips.
		<ul style="list-style-type: none"> • Fiberglass Insulated ceiling with .030" embossed interior white aluminum. • Fiberglass insulated walls with 4mm duraplate wall liner. • Lonseal II Fleck Cargo floor matting and subfloor. • Integral cab air conditioning and heating system with dash controls. • Velvac heated remote control rear view mirrors with dash controls. • Driver seat shall be Magnum 200 mechanical suspension seat on fixed pedestal. Seat shall be covered in black cloth and have arm rests, lumbar support, tilt back and 3-point seat belt. • Passenger seat shall be black jump seat with 3-point seat belt. • Intermittent windshield wiper/washer with single heavy-duty windshield wiper motor.
		<ul style="list-style-type: none"> • Custom front wheel cutouts for 19.5 tires. • Rear frame-mounted tow eyes extending past body. • Aluminum engine box cover with acoustical and thermal insulation. Black molded ABS composite engine box over-lay. • Acoustical and thermal insulation with heat shield on exterior fire-wall.



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Item	Qty	
		<ul style="list-style-type: none"> • Dash shall be vacuum formed ABS composite with integrated control pod located left of dash. • Vehicle height sign on dash. • Dash shall have (2) 12v dash mount receptacles, Jensen AM/FM/CD radio, ABS cup holder, and worktable. • (1) 5# fire extinguisher. • All clearance and side marker lights to be LED. • 4.5" LED stop/turn/tail lights. • (6) shelves 78" H x 36" W x 24" D custom shelving with 12" H pull out drawer and adjustable shelves. • Bulkhead with center opening and door behind driver seat. Carpeted on cab side, includes Kason latch. • (1) exterior compartment, 36" L x 24" D x 18" H with locking D-ring handle. • Standard structural warranty of 5 years or 50,000 miles and standard component warranty of 12 months or 12,000 miles. • The vehicle shall be fully sanded on all exterior surfaces with no more than 150 grit to assure removal of imperfections in metal surface. All aluminum shall be chemically etched and primed prior to painting. Base body color shall be oven baked and painted to commercial truck standards. <p><i>Note: Specifications are from body manufacturer and are subject to change without notice.</i></p>
3.02	2	Heavy-duty fluted aluminum grab handle with rubber inserts and chrome plated stanchions installed at exterior entry door location.
3.03	1	Entire underside of the apparatus shall be undercoated. Includes chassis, floor extrusions, step wells and aluminum compartments.
3.04	1	Rear mud flaps with anti-sail brackets.
4.00		PAINT AND GRAPHICS:
4.01		Body base color shall be white.
5.00		<p><u>PATRIOT ONYX INTERIOR:</u></p> <ul style="list-style-type: none"> • Wall Covering: Duraplate • Ceiling Covering: White embossed aluminum • Floor Covering: PVC Flooring • Office Chairs: Black • Cabinets: RAL-7035 Grey Powder Coated Aluminum. • Counters and Tables: Gray, Wilsonart #4674 Evening Tigris Laminate <p>Note: Manufacturer, reserves the right to substitute equivalent materials.</p>
6.00		<u>DRIVER/PASSENGER CAB AREA:</u>
6.01	1	Work area on passenger side constructed of 5/8" plywood covered to match rear counter-tops and trimmed with vinyl T-molding.
6.02	1	Control panels for 120Vac and 12Vdc systems shall be located in the overhead console. The entire console shall be constructed of 3/4" plywood. The face shall be finished with black laminate and the bottom shall be covered with vinyl.



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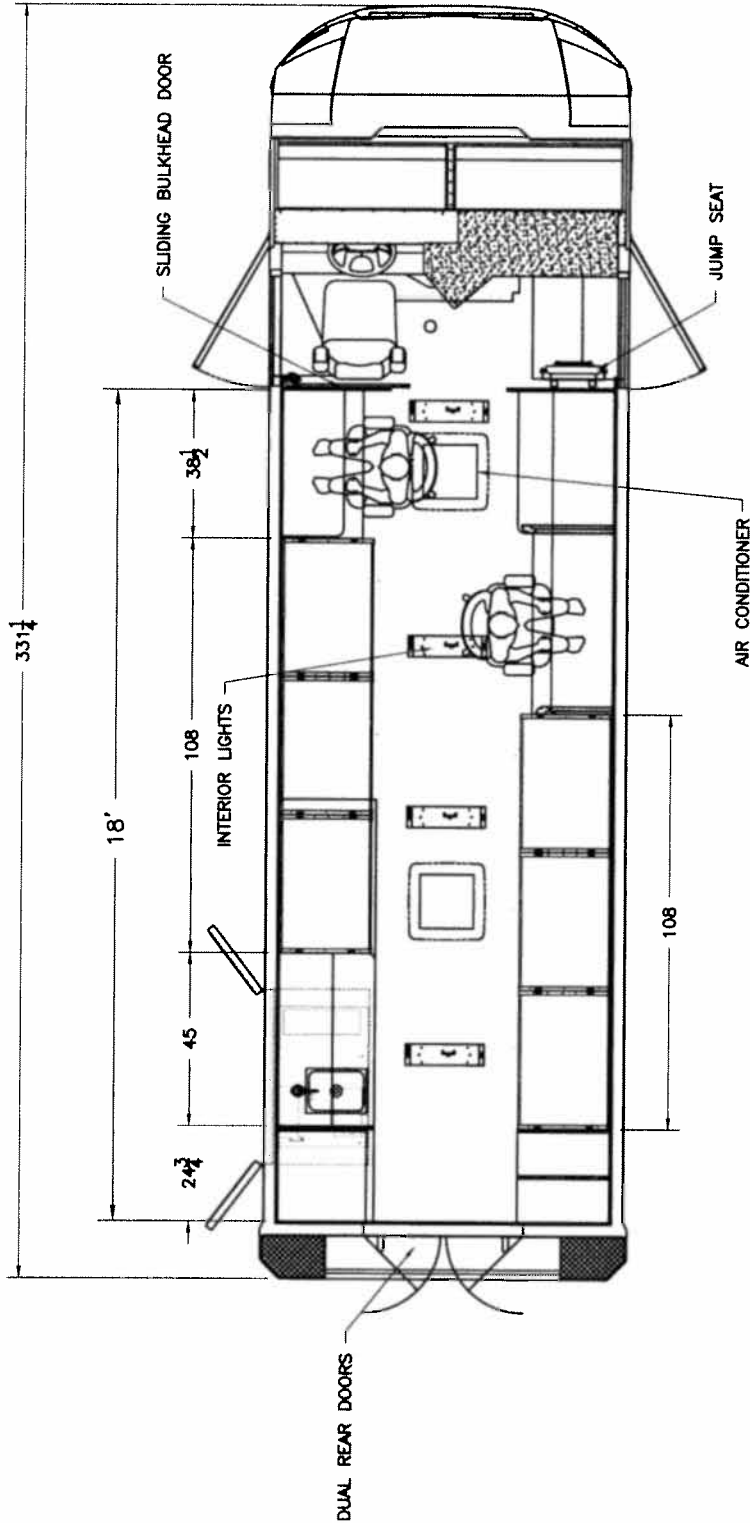
Item	Qty	
7.00		<u>GALLEY</u>
7.01	1	Hand pump galley water system. Includes: <ul style="list-style-type: none"> • Stainless steel sink, 10" x 14" x 5" deep. • Self priming hand pump faucet. • Five-gallon fresh water tank installed in cabinet below sink. • Five-gallon gray water tank installed in cabinet below sink
7.02	1	12 volt electric water pump with 120 volt electric point-of-use electric tankless water heater. Water will be pumped from water storage container to hot/cold faucet. NOTE: Delete hand pump faucet when using in conjunction with 5 gallon hand pump system.
8.00		<u>SEATING:</u>
8.01	2	Hon ValueTask® swivel chair 5831 black (or current model) with mid back, five caster spider base, adjustable height and no armrests.
9.00		<u>CABINETS:</u>
9.01		Custom fabricated aluminum cabinets located as shown on drawing. Cabinet specifications: <ul style="list-style-type: none"> • Base cabinets constructed of 0.080" powder coated aluminum with anodized aluminum frames. • Base cabinet doors are double shell, formed from a single sheet of 0.080" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets constructed of 0.064" powder coated aluminum with anodized aluminum frames. • Overhead cabinets doors are double shell, formed from a single sheet of 0.064" aluminum, with a 0.040" aluminum door back attached. • Overhead cabinets doors swing up on a full-length aluminum hinge, and are held open with a locking door stay. • Overhead cabinets to have one adjustable shelf per door (24" high and taller cabinets only) - locked in place to your selected height. Shelves are formed from a single sheet of 0.064" mill finish aluminum, with 1 1/8" hemmed edges. • Custom shelving units to be constructed of .125" aluminum, no finish.
9.02	6	Dry erase writing surface on overhead cabinet door.
9.03	4	LED strip light under overhead cabinet, #16070056 (or current model).
9.04		Countertops shall be covered in 0.040" <i>Wilsonart</i> laminate. All exposed edges shall be covered with heavy duty flexible PVC T-molding.
9.05	1	Aluminum box pan shelves, located as shown on drawing.
9.06	1	Clothes rod in closet, located as shown in drawing.
9.07	2	Pencil drawer under countertop, located as shown on drawing.
9.08	1	Mesh cargo netting with thumb-lock fasteners. Located as shown on drawing.
9.09	2	Tie down straps in clothes rod area and tall storage area.
10.00		<u>COMPUTER NETWORK AND EQUIPMENT:</u>
10.01	1	Pre-wire and make installation provisions for customer supplied printer/fax/copier/scanner.
11.00		<u>MISCELLANEOUS ITEMS:</u>
11.01	1	<i>First Alert</i> 9-volt combination Carbon Monoxide and Smoke alarms.



PROPOSED SPECIFICATION FOR
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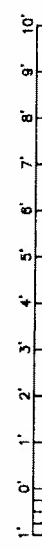
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Item	Qty	
12.00		MISCELLANEOUS:
12.01		At time of delivery to customers facility a <i>manufacturer</i> representative will provide up to eight (4) hours of orientation on <i>manufacturer</i> provided systems, as applicable: <ul style="list-style-type: none">• Generator start up and shut down procedure• Leveling system operation• AC and DC electrical systems operation• HVAC systems operation• Mast operation• Audio/Video system operation, does not include programming VCR's, TV's, etc.• Alarm operation• Awning operation
12.02		<i>Note: Project scope does not include certain tasks or costs that are the responsibility of the customer unless clearly specified as manufacture supplied. These items include, but are not limited to:</i> <ul style="list-style-type: none">• Radio and telephone system programming.• Activation and service fees for cellular telephones, satellite telephones, satellite TV, satellite internet access.• Loading and configuring computer software. <p>In the event of a discrepancy between the drawing and specification, the specification will supersede. Manufacture reserves the right to make substitutions of equal quality and specifications of those listed in this document.</p>



FLOOR PLAN

- 120 WAC
- 120 WAC G.F.I.
- 12 VDC
- SPEAKER VOLUME
- 81-45 NETWORK JACK
- 81-11 TELEPHONE JACK
- DBR JACK
- SHAKE PLATE
- CELL PHONE ANTENNA
- ALARM SYSTEM CONTROL
- WATER/WASTE TANK LEVEL MONITOR
- FLUORESCENT LIGHT (WHITE)
- FLUORESCENT LIGHT (RED OR BLUE)
- FLUORESCENT LIGHT (RED OR BLACK/WHITE)
- CO/SMOKE DETECTOR
- SPEAKER
- CLOCK
- ROAD ANTENNA
- MULTIPLE ANTENNA LEADS
- TV ANTENNA
- MC/HEADSET PLUG-IN
- INVERTER
- SWITCH
- THERMOSTAT
- MICROPHONE
- SURVEILLANCE CAMERA



NO.	DESCRIPTION	DATE	BY
1	CHANGED TO A 28" STEERING	1/30/12	JPO
2			
3			
4			
5			
6			
7			

SOME ITEMS SHOWN MAY BE CUSTOMER SUPPLIED OR OPTIONAL. REFER TO SPECIFICATIONS FOR DETAILS.

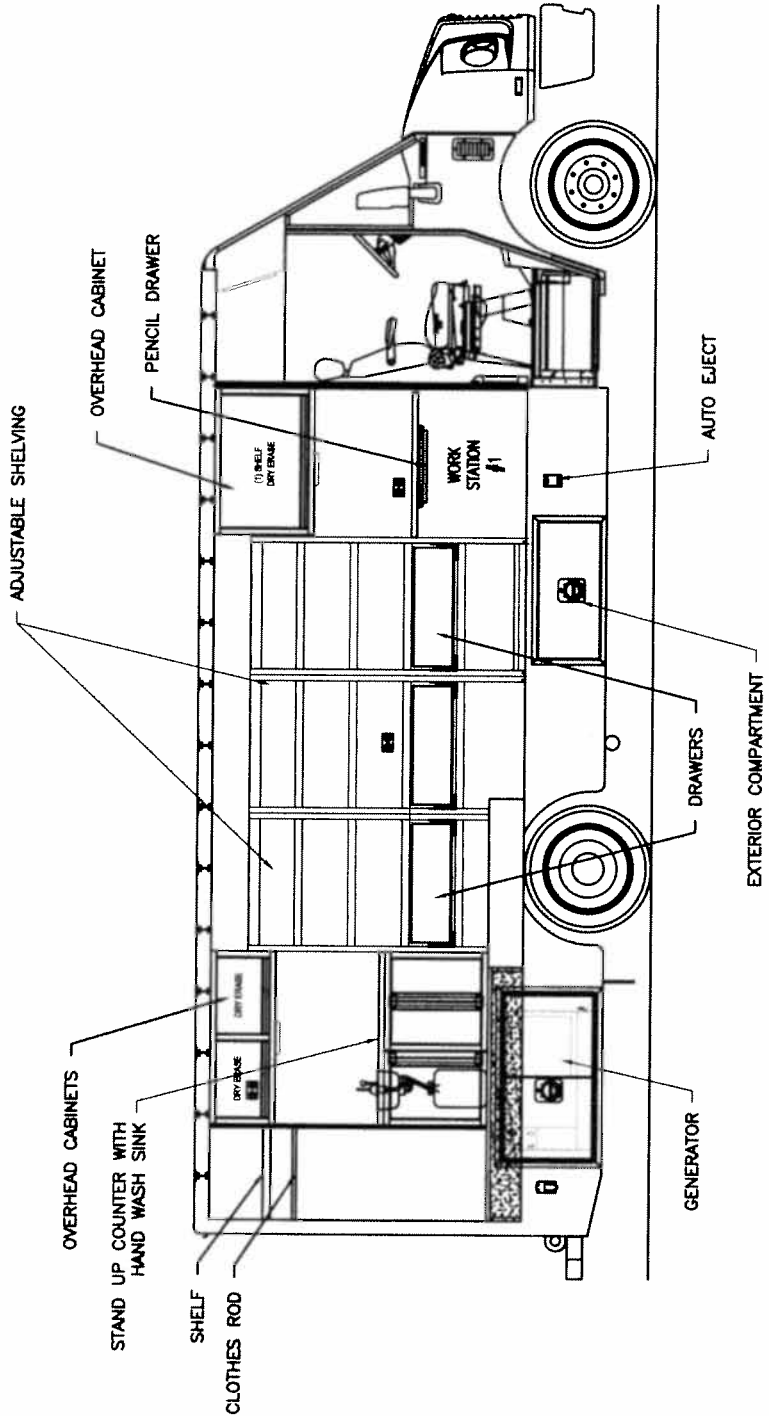
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LUBBOCK POLICE DEPT. (TX)
EODMCC162339-10

DATE: 1/30/12
BY: JPO

SCALE: 1/4" = 1'-0"
PROJECT NO.: EODMCC162339-10



STREET SIDE

- ALARM SYSTEM CONTROL
- WATER/WHITE TANK LEVEL MONITOR
- FLUORESCENT LIGHT (WHITE)
- FLUORESCENT LIGHT (RED OR BLUE)
- FLUORESCENT LIGHT (RED OR BLUE)/WHITE
- CO/SMOKE DETECTOR
- SPEAKER
- CLOCK
- 120 MC
- 120 MC G.F.I.
- 12 MC
- SPEAKER VOLUME
- 12-48 NETWORK JACK
- 84-11 TELEPHONE JACK
- DB9 JACK
- SPARE PLATE
- CELL PHONE ANTENNA
- ROAD ANTENNA
- MULTIPLE ANTENNA LEADS
- TV ANTENNA
- MC/REARSET PLUG-IN
- INVERTER
- SWITCH
- THERMOSTAT
- MICROPHONE
- SURVEILLANCE CAMERA

NO.	REVISIONS	DATE	BY
1	CHANGED TO A 30" STEPPING	1/30/13	JPO
2			
3			
4			
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6			
7			

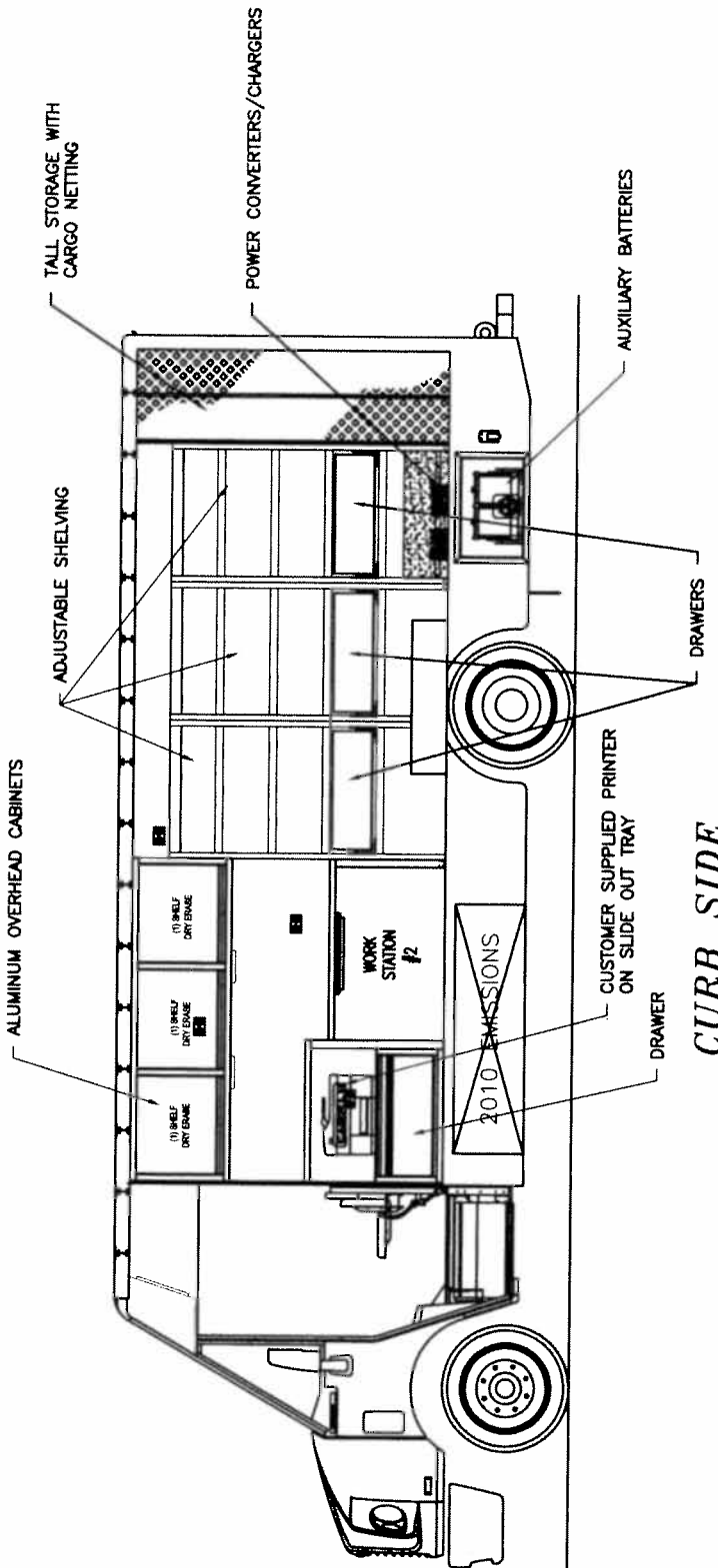
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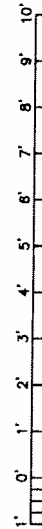
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LUBBOCK POLICE DEPT. (TX)
EODMCC162339-10

DESIGNED BY: M. CHAPMAN
PROJECT NO.: EODMCC162339-10
DATE: 1/22/13
SCALE: 1"=1'-0"



CURB SIDE



- ALARM SYSTEM CONTROL
- WARE/WASTE TANK LEVEL MONITOR
- FLUORESCENT LIGHT (WHITE)
- FLUORESCENT LIGHT (RED OR BLUE)
- FLUORESCENT LIGHT (RED OR BLUE/WHITE)
- CO/SMOKE DETECTOR
- SPEAKER
- CLOCK
- 120 WAC
- 120 WAC S.E.L.
- 12 WAC
- SPEAKER VOLUME
- 80-45 NETWORK JACK
- 800 JACK
- SPARE PLATE
- CELL PHONE ANTENNA
- ROAD ANTENNA
- MULTIPLE ANTENNA LEADS
- TV ANTENNA
- MC/HEADSET PLUG-IN
- INVERTER
- SWITCH
- THERMISTAT
- MICROPHONE
- SURVEILLANCE CAMERA

NO.	REVISIONS	DESCRIPTION	DATE	BY
1	CHANGED TO A 200 STEP-UP		1/20/13	JMO
2				
3				
4				
5				
6				
7				

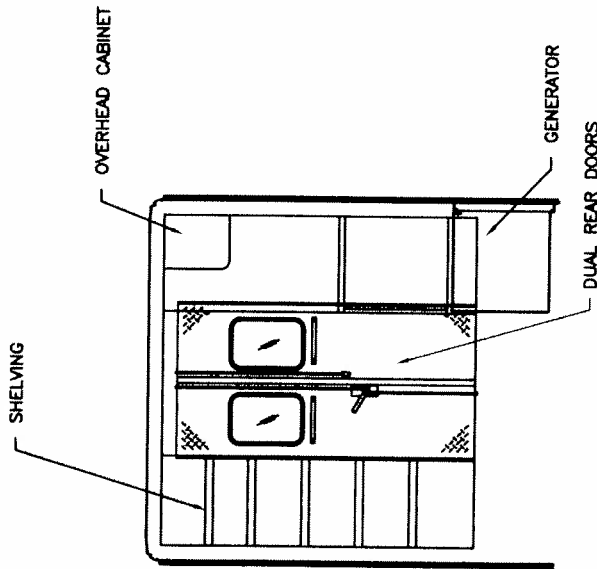
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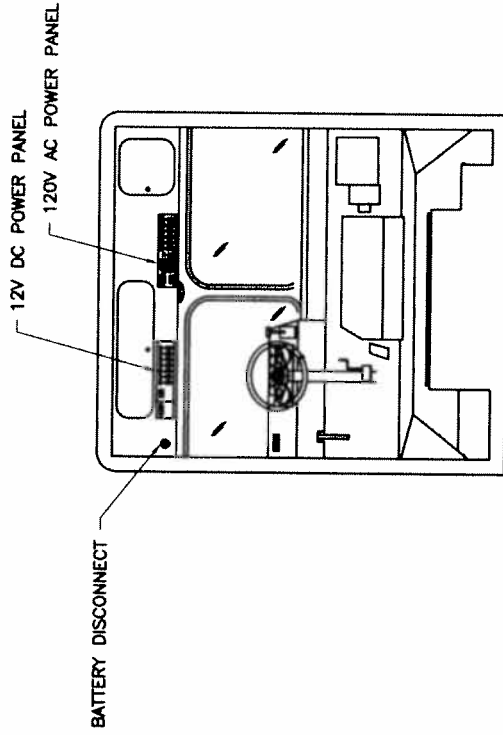


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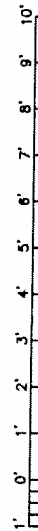
DATE	1/25/11	SCALE	1"=1'-0"
BY	JMO	DATE	1/25/11
CHECKED BY		DATE	
APPROVED BY		DATE	



REAR



FRONT



- ALARM SYSTEM CONTROL
- 120 VAC G.F.L.
- 12 VDC
- SPONGER VOLUME
- RA-45 NETWORK JACK
- RA-11 TELEPHONE JACK
- DB9 JACK
- SPARE PLATE
- CELL PHONE ANTENNA
- 120 VAC
- 120 VAC G.F.L.
- 12 VDC
- SPONGER VOLUME
- RA-45 NETWORK JACK
- RA-11 TELEPHONE JACK
- DB9 JACK
- SPARE PLATE
- CELL PHONE ANTENNA
- RIGID ANTENNA
- MULTIPLE ANTENNA LEADS
- TV ANTENNA
- MC/HEADSET PLUG-IN
- INVERTER
- SWITCH
- THERMISTAT
- MICROPHONE
- SURVEILLANCE CAMERA

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NO.	DESCRIPTION	DATE	BY
1	CHANGED TO A 3P STEP-DOWN	1/20/12	JRC
2			
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7			

LDV

LUBBOCK POLICE DEPT. (TX)
EODMCC162339-10

ISSUED BY: CHAPMAN
DATE: 1/24/11
PROJECT NO.:
REV. DATE:
PROJECT:

ISSUED BY: JPOSD10

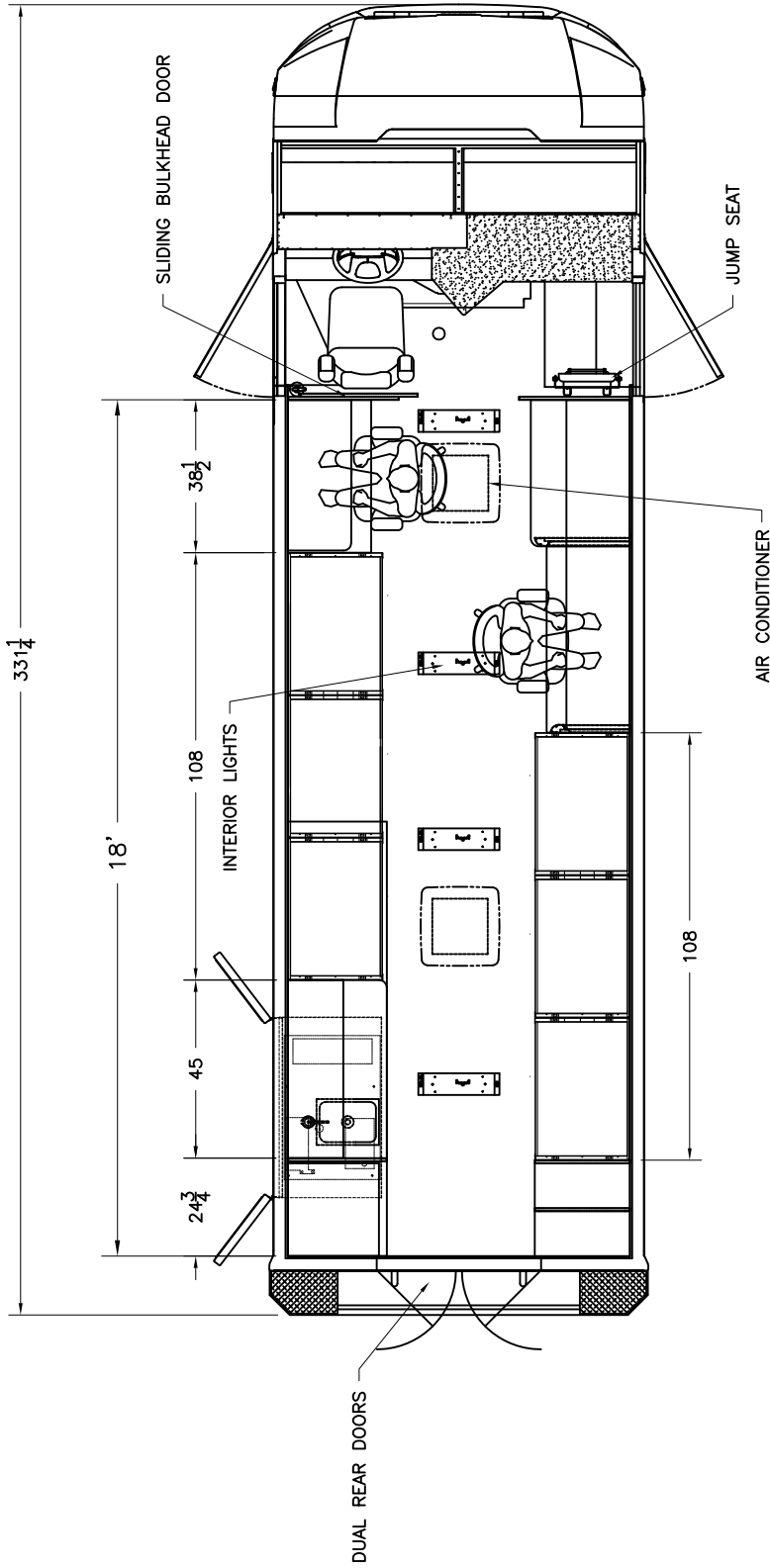


300









FLOOR PLAN

- 120 VAC
- 120 VAC G.F.I.
- 12 VDC
- SPEAKER VOLUME
- RJ-45 NETWORK JACK
- TELEPHONE JACK
- DB9 JACK
- SPARE PLATE
- CELL PHONE ANTENNA
- RADIO ANTENNA
- MULTIPLE ANTENNA LEADS
- TV ANTENNA
- MC/HEADSET PLUG-IN
- INVERTER
- SWITCH
- THERMOSTAT
- MICROPHONE
- SURVEILLANCE CAMERA
- ALARM SYSTEM CONTROL
- WATER/WASTE TANK LEVEL MONITOR
- FLOURESCENT LIGHT (WHITE)
- FLOURESCENT LIGHT (RED OR BLUE)
- FLOURESCENT LIGHT (RED OR BLUE)/WHITE
- CO/SMOKE DETECTOR
- SPEAKER
- CLOCK



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NO.	DESCRIPTION	DATE	BY
1	CHANGED TO A 28" STEPMAN	1/30/12	JRD
2			
3			
4			
5			
6			
7			

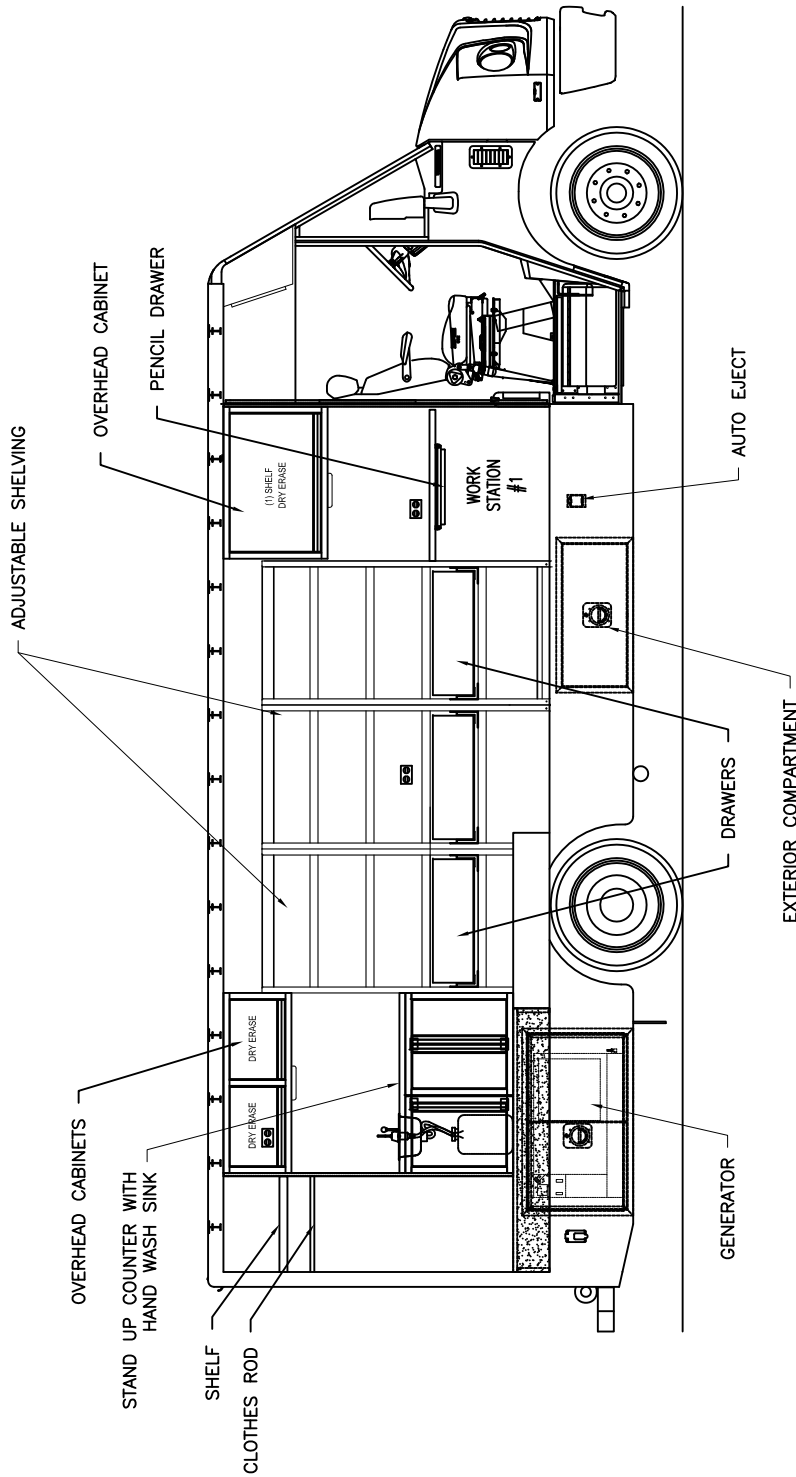
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EODMCC162339-10

W. CAMPBELL
PROJECT MGR.
DATE 10/28/11

1974 = 1'-0"
DWG. TYPE: PROPOSAL

ISSUING REFERENCE: JF0208 10



- 1' 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'
- ALARM SYSTEM CONTROL
 - WATER/WASTE TANK LEVEL MONITOR
 - FLUORESCENT LIGHT (WHITE)
 - FLUORESCENT LIGHT (RED OR BLUE)
 - CO/SMOKE DETECTOR
 - SPEAKER
 - CLOCK
 - 720 VAC
 - 120 VAC G.F.I.
 - 12 VDC
 - SPEAKER VOLUME
 - RJ-45 NETWORK JACK
 - RJ-11 TELEPHONE JACK
 - DB9 JACK
 - SPARE PLATE
 - CELL PHONE ANTENNA
 - RADIO ANTENNA
 - MULTIPLE ANTENNA LEADS
 - TV ANTENNA
 - MIC/HEADSET PLUG-IN
 - INVERTER
 - SWITCH
 - THERMOSTAT
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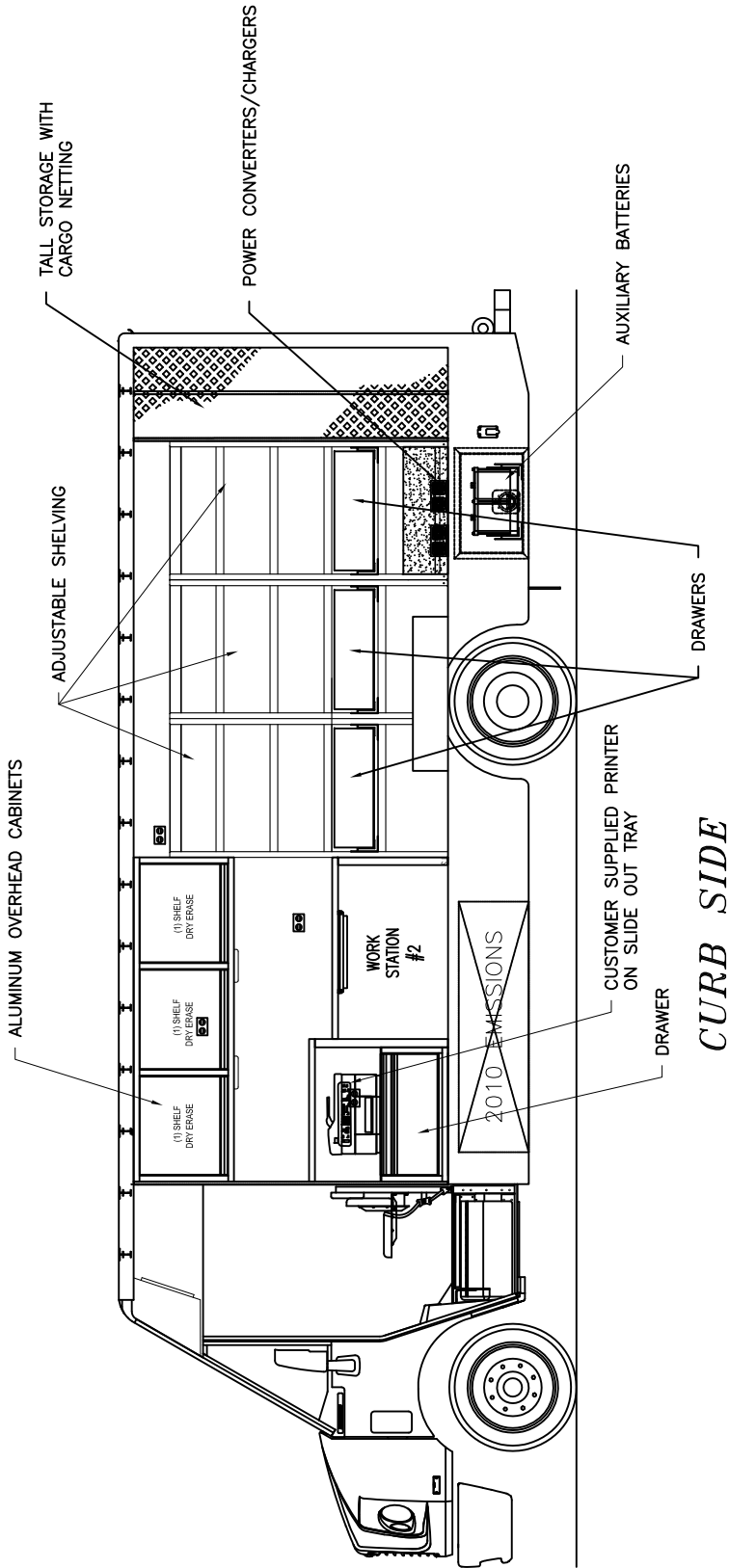
NO.	DESCRIPTION	DATE	BY
1	CHANGED TO A 28" STEPVAN	1/30/12	JRD
2			
3			
4			
5			
6			
7			

LDV

LUBBOCK POLICE DEPT. (TX)
EODMCC162339-10

DATE	1/30/12
PROJECT MGR.	EODMCC162339-10
DATE	1/30/12
ISSUED FOR	PROPOSAL
ISSUED BY	JRD

ISSUED FOR REFERENCE
JF020208 TO



CURB SIDE

- 1' 0' 1' 2' 3' 4' 5' 6' 7' 8' 9' 10'
- ALARM SYSTEM CONTROL
- WATER/WASTE TANK LEVEL MONITOR
- FLOURESCENT LIGHT (WHITE)
- FLOURESCENT LIGHT (RED OR BLUE)
- FLOURESCENT LIGHT (RED OR BLUE/WHITE)
- CO/SMOKE DETECTOR
- SPEAKER
- CLOCK
- 120 VAC
- 120 VAC C.F.I.
- 12 VDC
- SPEAKER VOLUME
- RJ-45 NETWORK JACK
- RJ-11 TELEPHONE JACK
- DB9 JACK
- SPARE PLATE
- CELL PHONE ANTENNA
- RADIO ANTENNA
- MULTIPLE ANTENNA LEADS
- TV ANTENNA
- MC/HEADSET PLUG-IN
- INVERTER
- SWITCH
- THERMOSTAT
- MICROPHONE
- SURVEILLANCE CAMERA

SOME ITEMS SHOWN MAY BE CUSTOMER SUPPLIED OR OPTIONAL. REFER TO SPECIFICATIONS FOR DETAILS.

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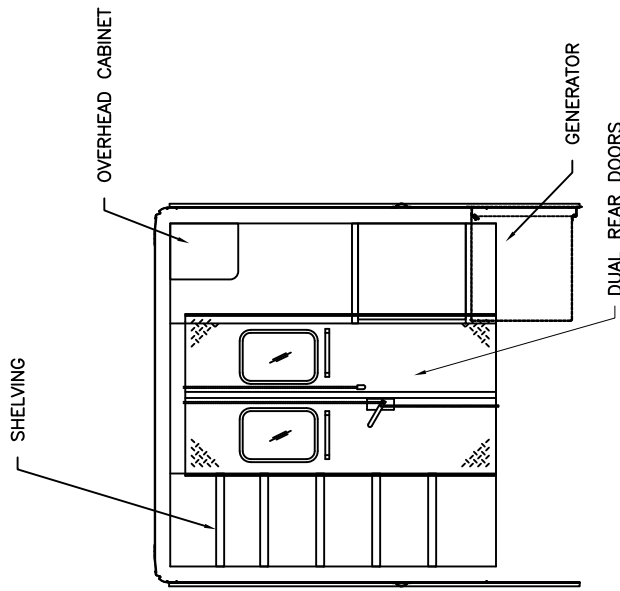
NO.	DESCRIPTION	DATE	BY
1	CHANGED TO A 28" STEPVAN	1/30/12	JRD
2			
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4			
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7			

LDV

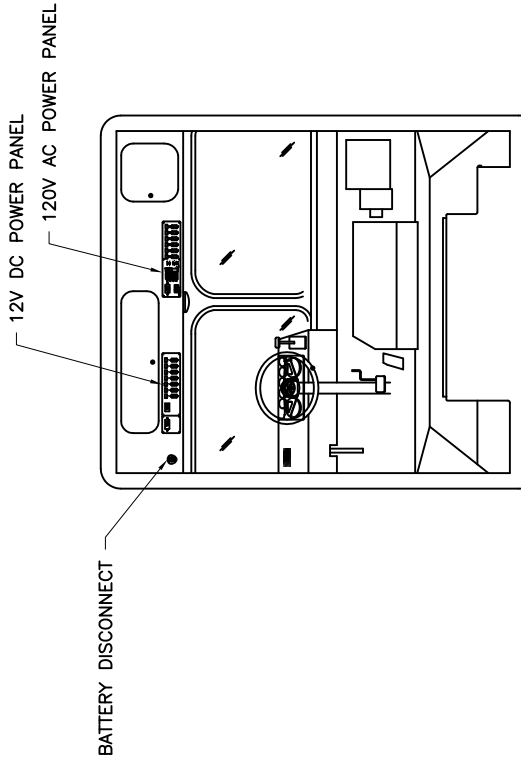
LUBBOCK POLICE DEPT. (TX)
EODMCC162339-10

DATE: 1/30/12
DRAWN BY: JRD
PROJECT NO.: EODMCC162339-10
ISSUE NO.: 1
DATE: 1/30/12
DRAWN BY: JRD
PROJECT NO.: EODMCC162339-10
ISSUE NO.: 1

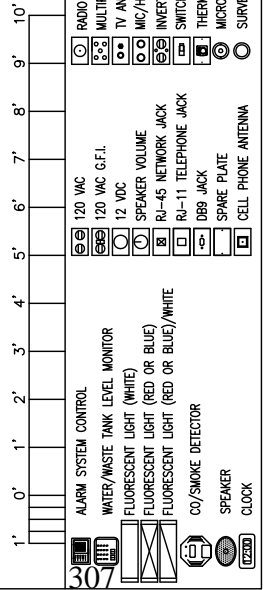
FORWARD REFERENCE
LP-020208 10



REAR



FRONT



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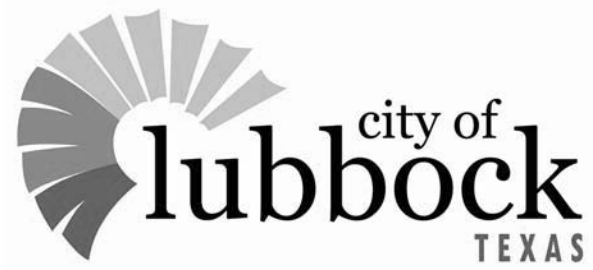
NO.	DESCRIPTION	DATE	BY
1	CHANGED TO A 28" STEPVAN	1/30/12	JRD
2			
3			
4			
5			
6			
7			

LDV

LUBBOCK POLICE DEPT. (TX)
EODMCC16Z339-10

DATE: 1/30/12
DRAWN BY: JRD
PROJECT NO.: EODMCC16Z339-10
DWG. TYPE: PROPOSAL

ISSUING REFERENCE: LP-020205 10





Regular City Council Meeting

5. 25.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 23101477 with J & B Trailers and Equipment for one-ton pickups and service bodies, BID 12-10606-CI.

Item Summary

The purchase order contract is for the following vehicles:

The item numbers correspond to those shown on the bid tabulation attached.

Item 4: One service body with crane to be installed on one 1-ton cab and chassis pickup with dual rear wheels for Wastewater Collection. The vehicle will be used for maintenance at the City's 33 sewer lift stations.

Item 7: One service body to be installed on one 1-ton, extended cab, bed deleted, 4x4 pickup for Solid Waste Disposal. The vehicle will be used to haul tools and equipment needed to maintain vehicles and equipment at the landfill.

Staff recommends bid award for Items 4 and 7 to the lowest bidder meeting specifications, J & B Trailers and Equipment of Lubbock, Texas, for \$28,229.

A bid tabulation is provided.

Fiscal Impact

The service bodies are approved in the Adopted FY 2011-12 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Reso and PO

Pictures

Tab Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 23101477 for the purchase of one-ton pickups and service bodies per ITB 12-10606-CI, by and between the City of Lubbock and J & B Trailers and Equipment, Inc., 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 _____.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



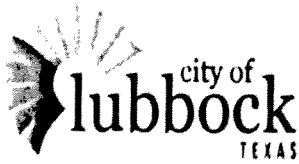
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.J & B Trailers-PurchaseOrd
April 17, 2012



PURCHASE ORDER

Page - 1
Date - 04/16/2012
Order Number 23101477 000 OP
Branch/Plant 231

TO: J & B TRAILERS & EQUIPMENT INC
BOX 3885
5619 AVE A
LUBBOCK Texas 79452

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: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 04/16/2012 Freight
Requested 10/23/2012 Taken By C ISAACS
Delivery PER TREVINO_M REQ 39099 PER ITB 12-10606-CI

Table with columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Service Body with Crane, Spec NV-528, Service Body, Spec NV-1543, and Total Order.

This purchase order encumbers funds in the amount of \$28,229.00, for the purchase of vehicles awarded on May 3, 2012 to J & B Trailers and Equipment of Lubbock, Texas in accordance with J & B Trailers and Equipment's response to ITB# 12-10606-CI. The following is incorporated into and made part of this purchase order by reference: Bid Submitted by your firm in response to City of Lubbock ITB# 12-10606-CI. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Tom Martin, Mayor

Rebecca Garza, City Secretary

**City of Lubbock, Texas
Purchasing and Contract Management
BID FORM**

In compliance with the Invitation to Bid 12-10606-C1, 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 12-10606-C1 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**	One Set of Mfr's Repair, Parts & Service Manuals
1.	1	Each	1-Ton Pickup, Extended Cab, Short Bed, 4x4 (Spec 1542)	\$ No	\$ BID		\$
	1	Each	Option: Extended Warranty	\$	\$		
			Make and Model Number:				
2.	1	Each	1-Ton Pickup, 6 Passengers, Long Bed, Dual Rear Wheels (Spec 3513)	\$ No	\$ BID		\$
	1	Each	Option: Headache Rack	\$	\$		
	1	Each	Option: Toolbox with Butterfly Lids	\$	\$		
	1	Each	Option: Extended Warranty	\$	\$		
			Make and Model Number:				
3.	1	Each	1-Ton, Cab and Chassis, with Dual Rear Wheels (Spec 528)	\$ No	\$ BID		\$
	1	Each	Option: Extended Warranty	\$	\$		
			Make and Model Number:				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
4.	1	Each	Service Body with Crane Package (Spec NV-582)	\$ 20,594.00	\$ 20,594.00	8-10wks	\$ N/C
			Make and Model Number: Knapheide 6132D54J / Autocrane 3203 PK4				
5.	2	Each	1-Ton Pickup, Regular Cab, Bed Delete, 4x4 (Spec 1541)	\$ No BID	\$		\$
	2	Each	Option: Extended Warranty	\$	\$		
	2	Each	Option: Brush Guard	\$	\$		
			Make and Model Number:				
6.	2	Each	General Purpose Flatbed	\$ 3325	\$ 6650.00	6-8wks	\$ N/C
			Make and Model Number: Knapheide PGNB-83A				
7.	1	Each	1-Ton Pickup, Crew Cab, Bed Delete, 4x4 (Spec 1543)	\$ No BID	\$		\$
	1	Each	Option: Nerf Bars	\$	\$		
	1	Each	Option: Extended Warranty	\$	\$		
	1	Each	Option: Brush Guard	\$	\$		
			Make and Model Number:				
8.	1	Each	Service Body (Spec NV-1543)	\$ 7635.00	\$ 7635.00	6-8wks	\$ N/C
			Make and Model Number: Knapheide 696D54J				

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
9.	1	Each	1-Ton Pickup, Extended Cab, Bed Delete, 4x4 (Spec 1544)	\$	\$		\$
				<i>No Bid</i>			
	1	Each	Option: Extended Warranty	\$	\$		
	1	Each	Option: Brush Guard	\$	\$		
		Make and Model Number:					
10.	1	Each	General Purpose Flatbed (Spec NV-44)	\$	\$		\$
				<i>3125⁰⁰</i>	<i>3125⁰⁰</i>	<i>6-8 wks</i>	<i>N/C</i>
		Make and Model Number: <i>Knapheide PGNB-83A</i>					

*If the unit price and extended cost are at variance, the unit price shall prevail.

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

**ARO – After Receipt of Order

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 ___%, 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.

J&B TRAILERS AND EQUIP, INC

THIS BID IS SUBMITTED BY _____ a 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: J&B TRAILERS AND EQUIPMENT, INC

Address: 5619 Ave A

City: Lubbock State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

- Addenda No. 1 Date 3-19-12 **(BB)**
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____

M/WBE Firm:

<input checked="" type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific Americ	<input type="checkbox"/>	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 J&B and Converter's License No. 0240
 - 3. Name J&B and Representative's License No. 1169 2406
 - 4. Name J&B and Franchise Dealer's License No. 01225990
- General Distinguishing No. P-1378X (Franchised TX dealer)

By Brad Boyd Date: 3-19-12
 Authorized Representative - must sign by hand

Officer Name and Title: Brad Boyd
 Please Print

Business Telephone Number 806-745-4516 FAX: 806-745-4588

E-mail Address: brad.boyd@j-btrailers.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.



Item 4. Spec NV-528



Item 7. Spec NV-1543

**City of Lubbock, TX
Fleet Services
Bid Tabulation
May 3, 2012**

ITB 12-10606-CI

1-Ton Pickups and Service Bodies

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	1	EA	1-Ton Pickup, Reg Cab, Long Bed, 4x4 Sam Packs Five Star Ford	Carrollton, TX	24,179	\$ 24,179
			Scoggin-Dickey Chevrolet	Lubbock, TX	25,000	25,000
			Gene Messer Chevrolet	Lubbock, TX	26,361	26,361
2	1	EA	1-Ton Pickup, 6 Passengers, Long Bed, Dual Rear Wheels Sam Packs Five Star Ford	Carrollton, TX	25,875	25,875
			Scoggin-Dickey Chevrolet	Lubbock, TX	26,027	26,027
			Gene Messer Chevrolet	Lubbock, TX	26,228	26,228
3	1	EA	1-Ton Cab and Chassis, Dual Rear Wheels Sam Packs Five Star Ford	Carrollton, TX	22,716	22,716
			Scoggin-Dickey Chevrolet	Lubbock, TX	23,800	23,800
4	1	EA	Service Body with Crane Package J&B Trailers and Equipment	Lubbock, TX	20,594	20,594
			Forman's Pickup Pals	Lubbock, TX	20,688	20,688
			Sam Packs Five Star Ford	Carrollton, TX	21,561	21,561
			American Equipment and Trailers	Lubbock, TX	28,727	28,727
5	2	EA	1-Ton Pickup, Reg Cab, Bed Delete, 4x4 Sam Packs Five Star Ford	Carrollton, TX	22,481	44,962
			Scoggin-Dickey Chevrolet	Lubbock, TX	23,967	47,934
6	1	EA	1-Ton Pickup, Crew Cab, Bed Delete, 4x4 Sam Packs Five Star Ford	Carrollton, TX	28,499	28,499
			Scoggin-Dickey Chevrolet	Lubbock, TX	28,867	28,867
7	1	EA	Service Body J&B Trailers and Equipment	Lubbock, TX	7,635	7,635
			Forman's Pickup Pals	Lubbock, TX	7,985	7,985
			Sam Packs Five Star Ford	Carrollton, TX	8,570	8,570
			American Equipment and Trailers	Lubbock, TX	8,813	8,813
8	1	EA	1-Ton Pickup, Ext Cab, Bed Delete, 4x4 Sam Packs Five Star Ford	Carrollton, TX	24,649	24,649
			Scoggin-Dickey Chevrolet	Lubbock, TX	26,706	26,706
			Item by Item			
			Sam Packs Five Star Ford	Carrollton, TX		\$ 170,880
			J&B Trailers and Equipment	Lubbock, TX		28,229

For Items 1, 2, 3 & 6 Scoggin-Dickey Chevrolet of Lubbock bid meets the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.



Regular City Council Meeting

6. 1.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Zone Case 3152: Ordinance 2012-O0040 Consider the continued request of Gary McKinney (for Corey Haggard and Gary McKinney) for a zoning change from R-1 (Single-Family District) to R-1 Specific Use on a portion of Lots 1-13 and 34 less the Marsha Sharp Freeway, Block 6, Cain Terrace Addition (east of Toledo Avenue between Marsha Sharp Freeway and 22nd Place).

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request was initially to zone a parcel located between Raleigh Avenue and Toledo Avenue on 22nd Place from R-1 to R-2 Specific Use as a planned residential area on a remnant of land from the Marsha Sharp Freeway. The proponent proposed three-story structures with half of the first story constructed as a second living unit to accommodate a rental unit, “mother-in-law suite,” or separate multipurpose area. The proposal requires an R-2 zoning due to two living units on one lot. At the Planning Commission meeting, a large number of residents in Cain Terrace, Tanglewood and Bobalet Heights opposed the request for an R-2 zoning. The applicant has amended the request to R-1 Specific Use allowing only one home per lot and allowing development standards to be amended on the narrow parcel.

Proposed Land Use:

The first 15 three-story units east of Toledo Avenue request a reduced front setback to accommodate parking in the rear with a pass by driveway from the street. To the east, three single-family homes will be constructed on the lots as the parcel narrows and have a front entry garages. The space located east of the three new homes is too small for a residential lot and will be developed as an open space amenity and managed by a Home Owners Association. Deed restrictions in the three-story structures will require both units to be owner occupied. The specific use designation permits the lot size, front setback, and design of the structures.

Adjacent Land Uses:

North: Residential, Zoned R-1

South: Marsha Sharp Freeway

East: Residential/Raleigh Avenue, Zoned R-1

West: Residential, Zoned R-1

Planning and Zoning (P&Z) Public Hearing Notes:

As noted, a large number of citizens appeared in opposition to the original request concerned with noise levels, duplexes, maintaining the property, and recurring issues exhibited at the previous apartment complex. One adjacent owner supported the request.

The applicant indicates a Home Owners Association will be formed to care for the open space behind the homes and to the east.

Impact on the Comprehensive Land Use Plan (CLUP):

The request is in compliance with the CLUP with the change to R-1 Specific Use.

P&Z Commission Recommendation:

The P&Z Commission recommends approval of the case with the following six conditions:

1. Tied to the site plan for lot size and open space locations.
2. The front setback of the units may be 15 feet with the exception that the stairs of the multi story homes may encroach on this setback area.
3. The normal 5,000 square foot lot size may be reduced to 4,000 square feet.
4. The first fifteen homes west of Toledo may be two or three story construction, with a half of the first story below grade.
5. Style of the homes shall be tied to the concept drawings presented during the zone case hearing. The exact style will be reviewed during the construction permit process.
6. The east three lots may be constructed as single family units with front entry garages meeting a minimum of 20 feet. Otherwise, the setback may be 15 feet.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance

Zone Case 3152

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. 3152**; A ZONING CHANGE FROM **R-1 TO R-1 SPECIFIC USE, ON A PORTION OF LOTS 1-13 AND 34 LESS THE MARSHA SHARP FREEWAY, BLOCK 6 CAIN TERRACE ADDITION, LUBBOCK, TEXAS**; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3152

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 to R-1 Specific Use on a portion of Lots 1-13 and 34 less the Marsha Sharp Freeway, Block 6, Cain Terrace Addition, City of Lubbock, Lubbock County, Texas, located at east of Toledo Avenue between Marsha Sharp Freeway and 22nd Place**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the site plan for lot size and open space locations.**
2. **THAT the front setback of the units may be fifteen (15) feet with the exception that the stairs of the multi story homes may encroach on this setback area.**
3. **THAT the normal 5,000 square foot lot size may be reduced to 4,000 square feet.**
4. **THAT the first fifteen homes west of Toledo may be two or three story construction, with a half of the first story below grade.**
5. **THAT the style of the homes shall be tied to the concept drawings presented during the zone case hearing. The exact style will be reviewed during the construction permit process.**
6. **THAT the east three lots may be constructed as single family units, and with front entry garages meeting a minimum of twenty (20) feet. Otherwise the setback may be fifteen (15) feet.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **east of Toledo Avenue between Marsha Sharp Freeway and 22nd Place**, 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 _____.

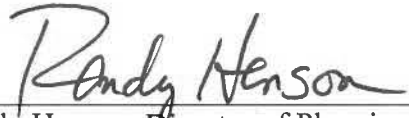
Passed by the City Council on second reading on _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3152
April 3, 2012



P.Z.C. Case 3152

Continued request of Gary McKinney (for Corey Haggard and Gary McKinney) for zoning change from R-1 to R-2 Specific Use for duplex development





Planning and Zoning Commission Hearing
City Council Chambers
1625 13th Street
Lubbock, TX 79457

Date: 4/03/2012

Zone Case Number: 3152

RECEIVED

APR 03 2012

PLANNING DEPARTMENT

- A. **Front Setback** –
 - a. Request 15'-0" setback on lots that are greater than 80 feet deep, with the exception that the stair well may encroach into the front setback.
 - b. Request 10'-0" front setback on lots that are less than 80 feet deep, with the exception that the stair well may encroach into the front setback.

- B. **Lot Size** – Request a reduction in minimum square footage of lot size from 6,000 square feet to 4,000 square feet because of multi-story residential design.

- C. **Specific Use** – Request R-2 "Specific Use" to allow owners of homes the option to create income property in either the "garden level" or main level of their home. The deed restrictions will specify that property owners must occupy either the "garden level" or the main level of the home to be eligible to lease.

- D. **Home Owner's Association** – An HOA shall be created to enforce the deed restrictions and keep the grounds.

Request for “R-2 specific use” duplex zoning status

This will allow the owners of the homes to use a portion of their residence as an income property.
Stipulations to the “R-2 specific use” zoning to include:

- 15 ft front setback
- 2 car garage and 2 car stacked driveway parking sufficient to meet 4 car “off-street” parking requirement
- Reduce the minimum square footage of individual lots from 6,000 sq ft to 4,000 sq ft since building structures will be multi story



Conceptual Streetscape 1

1

Oct 27, 2011

City of Lubbock
Planning Department
PO Box 2000
Lubbock, TX 79457

Attn: Randy Henson

RE: Zone Case No. 3152-November 2011 P&Z Meeting


Dear Randy,

Per our conversation Oct 26, I am respectfully requesting to postpone the presentation of the subject zone case. If possible, we would like to schedule this case for the April, 2012 Planning and Zoning Commission meeting.

The acquisition of this property is a slower than expected process. However, we fully expect to proceed as soon as it is complete.

Thank you for your help in this matter.

Best Regards,


Gary McKinney

Cc: Corey Haggard

RECEIVED
OCT 28 2011
PLANNING DEPARTMENT

1.

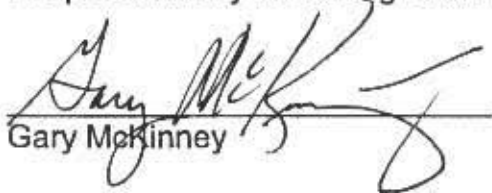
TO: Planning and Zoning Commission

FROM: Gary McKinney

DATE: May 4, 2011

ZONE CASE NO. 3152: Request of Gary McKinney (for Corey Haggard and Gary McKinney) for zoning change from R-1 to R-2 Specific Use on a portion of Lots 1 – 13 and 34 less the Marsha Sharp Freeway, Cain Terrace Addition (east of Toledo Avenue between Marsha Sharp Freeway and 22 Place).

I request a delay in hearing of the above case to November 2011.


Gary McKinney

RECEIVED
MAY - 4 2011
PLANNING DEPARTMENT

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.: 3152

In Favor of _____
Opposed

RECEIVED
APR 05 2012
PLANNING DEPARTMENT

Reasons and/or Comments:

A majority of duplexes are just purchased to be rental properties and pride of ownership is not maintained, and upkeep is marginal.

Print Name: Jack Dee Jordan
Signature: Jack Dee Jordan
Address: 3240 Anchor Drive, Plano, TX
Address of Property Owned: 4520 23rd Street
Lubbock, TX

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

RECEIVED

APR 05 2012

PLANNING DEPARTMENT

Reasons and/or Comments:

We would prefer garden homes
or a park with a walking track.

Rec'd
after
mtg

P.S. For the record, we received this notice 30 minutes before the hearing.

Print Name: Steve + Lori Gibler
Signature: Lori Gibler
Address: 4516 20th Street
Address of Property Owned: same

21 of 21 Zone Case Number: 3152 9269

LUBBOCK TX 79407-2517

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

RECEIVED

APR 04 2012

PLANNING DEPARTMENT

Reasons and/or Comments:

Decrease property value, on top of what we have already endured due to construction of freeway. Secondly, an increase in traffic

Received After Meeting

Print Name

Susan Little

Signature:

Susan Little

Address:

4608 23rd St.

Address of Property Owned:

4608 23rd St, Lubbock 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
APR 03 2012
PLANNING DEPARTMENT

Print Name: Biigitta Black
Signature: Biigitta Black
Address: 4520 21st Street
Address of Property Owned: 4520 21st Street

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of
Opposed

Reasons and/or Comments:

RECEIVED
APR 03 2012
PLANNING DEPARTMENT

Print Name: Sandra L. Crossier
Signature: Sandra L. Crossier
Address: 4511 21st St.
Address of Property Owned: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
APR 09 2012
PLANNING DEPARTMENT

Print Name: Jess HEADLEY
Signature: Jess Headley
Address: 4507 21st St
Address of Property Owned: 4507-21st St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

APR 03 2012

PLANNING DEPARTMENT

Print Name: Jim Morpheu

Signature: [Signature]

Address: 4503 21st Lubbock TX 79407

Address of Property Owned: 4503 21st

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

Reasons and/or Comments:

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APR 03 2012
PLANNING DEPARTMENT

Print Name: Michelle G. Larsen (w/ husband Nicholas Larsen)
Signature: Michelle G. Larsen
Address: 4501 21st Lubbock, Tx. 79407-2512
Address of Property Owned: 4501 - 21st Lubbock, Tx. 79407-2512

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

RECEIVED

APR 09 2012

Reasons and/or Comments:

PLANNING DEPARTMENT

there has been Absolutely no disclosure about this zoning project. ~~Because~~ I was not notified until a neighbor informed me - it will hurt our property value and I worry about the safety of our children.

Print Name:

Marta Mayfield

Signature:

Marta Mayfield

Address:

4516 21st St

Address of Property Owned:

4516 21st St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

RECEIVED
APR 03 2012

Reasons and/or Comments:

PLANNING DEPARTMENT

I lived in Cain Terrace and recently moved two streets north of neighborhood. I'm very concerned for my old neighborhood and the negative affect it will have on property values, safety, traffic, etc.

Print Name:

Christy Taylor

Signature:

Christy Taylor

Address:

4602 18th St

Address of Property Owned:

Lubbock, TX 79416

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

RECEIVED

APR 09 2012

PLANNING DEPARTMENT

Reasons and/or Comments:

We just got rid of the apartments at the end of the street and now someone wants to put more up! Please check on the crime rate in one neighborhood before those high density dwellings were demolished.

Print Name: KAREN GRANATO

Signature: Karen Granato

Address: 4578 21st St

Address of Property Owned: 4578 21st St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

Reasons and/or Comments:

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APR 03 2012
PLANNING DEPARTMENT

Print Name: Glenda Keyton

Signature: Glenda Keyton

Address: 4504 - 21st

Address of Property Owned: 4504 - 21st

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
APR 03 2012
PLANNING DEPARTMENT

Print Name: Betsy Tardy
Signature: Betsy Tardy
Address: 4510 21st St
Address of Property Owned: 4510 21st, Lubbock

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

RECEIVED

APR 09 2012

Reasons and/or Comments:

PLANNING DEPARTMENT

When Gary Mc-Kinney approached my husband & I in July, the 15th, he assured us this was to be one owner homes with a garden basement. when I learned at the last city council meeting, it is to be duplex. I am very much against this.

Print Name

A. B. STOCKTON

Signature:

A. B. Stockton

Address:

4501 - 23rd (City parcel 4519)

Address of Property Owned:

4501 - 23rd

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed

RECEIVED
APR 03 2012
PLANNING DEPARTMENT

Reasons and/or Comments:

- * Devalue the property
- * Bought home to get away from Condo's
- * Poor Location to get good renters since it is so close to Mark Sharp Freeway.
- * Multifamily Condo's puts increase traffic that street was not designed for.

Print Name: Donald Roberts

Signature: [Signature]

Address: 4602-22nd Street

Address of Property Owned: 4602-22-Street

150 yards from subject property

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

APR 09 2012

PLANNING DEPARTMENT

Print Name: JOHN + Connie Richardson
Signature: Connie Richardson
Address: 4501-20th Lubbock TX 79407
Address of Property Owned: 4501-20th

21 of 21 Zone Case Number: 3152 9269

LUBBOCK TX 79407-2517

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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In Favor of
Opposed

RECEIVED

APR 03 2012

PLANNING DEPARTMENT

Reasons and/or Comments:

Cain Terrace Neighborhood is too small to accommodate a high density duplex development. This neighborhood is mostly single family homes. The zoning change should be denied by the City of Lubbock.

Print Name: Mary Zias
Signature: Mary Zias
Address: 4704 21st St LBK, TX 79401
Address of Property Owned: as above

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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In Favor of

Opposed

RECEIVED

APR 11 2012

PLANNING DEPARTMENT

Reasons and/or Comments:

*congestion of traffic.
need to keep this as ~~single~~ single
family dwellings.*

Print Name: GLENN M. JONES M.D.

Signature: *Glenn Jones MD*

Address: 2110 TOPEKA AVE.

Address of Property Owned: 2110 TOPEKA AVE.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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In Favor of

Opposed

RECEIVED
APR 03 2012
PLANNING DEPARTMENT

Reasons and/or Comments:

Do NOT WANT A LARGE POPULATION OF RENTERS IN NEIGHBORHOOD.

Print Name: Kenneth Hoffman

Signature: [Handwritten Signature]

Address: 4519 22nd St Lubbock, TX 79407

Address of Property Owned: 4519 22nd St.

LITTLE
City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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In Favor of

Opposed

RECEIVED

APR 03 2012

Reasons and/or Comments:

Decrease property value, on top of what we have already endured due to construction of freeway.
Secondarily, an increase in traffic

Print Name

Susan Little

Signature:

Susan Little

Address:

4608 23rd St.

Address of Property Owned:

4608 23rd St., Lub 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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In Favor of

Opposed

Reasons and/or Comments:

- Attached -

RECEIVED

APR 9 2012

PLANNING DEPARTMENT

Print Name: Darren R. Lawson

Signature: [Handwritten Signature]

Address: 4517 22nd St.

Address of Property Owned: 4517 22nd St.

March 31, 2012

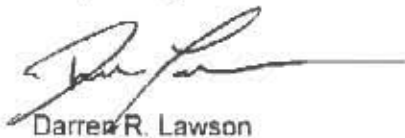
City of Lubbock, TX
Secretary of the Planning and Zoning Commission
c/o Planning Department
PO Box 2000
Lubbock, TX 79457

RE: P&Z Case No 3152

Dear Mr. Henson:

The purpose of this letter is to inform you of my strong opposition to the request made by Gary McKinney for the zoning change from R-1 to R-2 Specific Use for duplex on that portion of Lots 1-13 and 34, Block 6, Cain Terrace Addition. I understand and can appreciate the fact that this transition will generate additional tax revenue for the City of Lubbock; however, I believe this will diminish the value of the existing single-family homes in the surrounding neighborhood, which will lower the tax revenue generated for the City. Due to the close proximity to Texas Tech University, common sense tells me the proposed duplexes will be marketed to the Tech students. Having rental property myself, I can attest that many students have a tendency to party and pay very little attention to the condition of the yards and exterior of the structure, as they have no vested interest in the actual value of the property or neighboring properties. The late night parties and increase in traffic will, without a doubt, create a nuisance for the long-time residents in the area who have spent years and thousands of dollars maintaining the value of their homes, and creating a safe environment for their families. The stigma associated with the duplexes located in that area will result in the decrease in value of our properties. Being in the real estate business for the last 17 years, I know that this will be a problem if and when we try to sell our homes. These people will move and your lesser quality people will move in, which will drive existing property values down. The potential for the additional tax revenue generated by the new duplexes, in my opinion, will very likely not be able to offset the loss in value of the existing houses, or justify the disruption of a currently peaceful neighborhood.

Respectfully,



Darren R. Lawson

CC: Randy Henson, Director of Planning

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form



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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3152

In Favor of

Opposed

RECEIVED

APR 12 2012

PLANNING DEPARTMENT

Reasons and/or Comments:

We have owned this property for 36 years and this is a quite neighborhood which we have enjoyed. We totally oppose all these duplexes and all the noise & traffic they will bring

Print Name: A. B. STOCKTON

Signature: A. B. Stockton

Address: 4501-23rd St (4519) 79407

Address of Property Owned: 4501-23rd St. City has it listed as 4519

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3152

In Favor of

Opposed

Reasons and/or Comments:

WE WERE TOLD THAT THE CITY WOULD TURN THIS PROPERTY INTO A PARK! I HOPE THE CITY WILL KEEP THEIR WORD AND MAKE A PARK WITH THIS PROPERTY.

RECEIVED

MAR 28 2012

PLANNING DEPARTMENT

Print Name ROBERT A. GENTRY

Signature: Robert A Gentry

Address: ~~4604 23rd ST~~ 5701 E HWY 84 LUBBOCK TX

Address of Property Owned: 4604 23rd ST 79404

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

1

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.: 3152

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 20 2011
PLANNING DEPARTMENT

Print Name

Jack Dee Jordan

Signature:

Jack Dee Jordan

Address:

4520 23rd Street

Address of Property Owned:

4520 23rd Street

20 of 21

Zone Case Number: 3152

9268

JORDAN, JACK D

3240 ANCHOR DR

PLANO

TX 75023

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

1.

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 variance/special exception requested by: P&Z Case No.: 3152

In Favor of

Opposed

RECEIVED

MAY - 4 2011

PLANNING DEPARTMENT

Reasons and/or Comments:

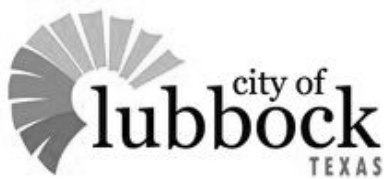
① I have grave concerns about my property value. Many of the homes in this neighborhood are \$500,000-2 million. Duplexes will greatly ↓ our property value. ② There is a one way street running adjacent to this property. Duplexes will congest the area, making for dangerous traffic and parking situations. ③ When we purchased our home 5 years ago, we were told there was going to be a park in that area. We NEVER would have bought our home if we thought duplexes were going to be built.

Print Name Mary Renea George

Signature: Mary Renea George

Address: 4602 23rd St Lubbock, TX 79407

Address of Property Owned: 4602 23rd St Lubbock, TX 79407



Regular City Council Meeting

6.2.

Meeting Date: 05/03/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Zone Case 3003-B: Ordinance 2012-O0042 (south of 98th Street and west of Justice Avenue): Consider request of Hugo Reed and Associates, Inc., (for Carl Mortensen) for zoning change from R-1 (Single-Family District) to GO (Garden Office District) on 2.6 acres of unplatted land out of Block AK, Section 21.

Item Summary

On April 26, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone the proposed property south of 98th Street and west of Justice Avenue from R-1 to GO. This parcel is contiguous to Garden Office zoning to the west and single family occupied housing to the east.

Proposed Land Use:

The applicant proposes a garden office development. Garden Office zoning limits uses to general and professional offices with no retail sales of merchandise allowed. According to the zoning code, Garden Office zoning is “intended to produce an attractive environment which will insure the compatibility between offices and adjacent uses and promote a stable environment between residential and commercial uses.”

Adjacent Land Uses:

North: Residential, Zoned R-1 Specific Use

South: Residential, Zoned R-1 Specific Use

East: Residential, Zoned R-2 (Two-Family District) Specific Use

West: Commercial, Zoned GO

Planning and Zoning (P&Z) Commission Public Hearing Notes:

Other than the proponent, no citizens appeared before the P&Z Commission in opposition or support.

Impact on the Comprehensive Land Use Plan (CLUP):

The proposal is consistent with the CLUP. The proposed use should not have a negative impact on the surrounding properties, and should not be a detriment to traffic in the area. Garden Office zoning is often used as a buffer between residential zoning and more intensive commercial zoning. The Plan also contains a provision that proposed zone changes be generally acceptable to those adjacent residents that have already made an investment in their property.

P&Z Commission Recommendation:

The P&Z Commission recommends approval of the case.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

ordinance

Zone Case 3003-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. 3003-B**; A ZONING CHANGE FROM **R-1** TO **GO** ZONING DISTRICT ON **2.6 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 21**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3003-B

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **GO** zoning district on **2.6 acres of unplatted land out of Block AK, Section 21**, City of Lubbock, Lubbock County, Texas, located at **south of 98th Street and west of Justice 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 _____.

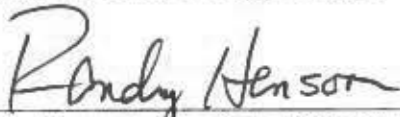
Passed by the City Council on second reading on _____.

TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



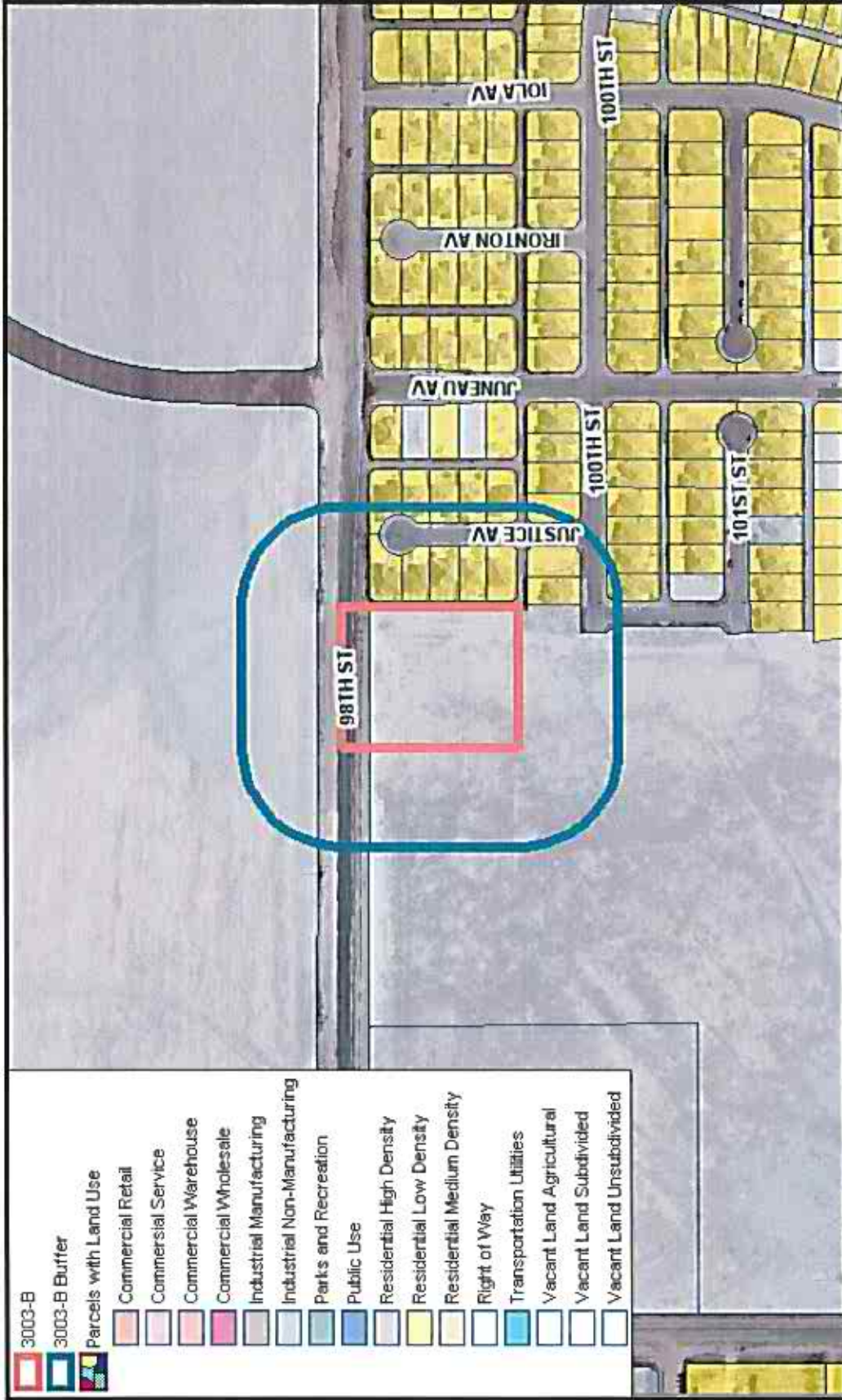
Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3003-B
April 3, 2012



P.Z.C. Case 3003-B

Request of Hugo Reed and Associates, Inc. (for Carl Mortensen) for zoning change from R-1 to GO





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 Carl Mortensen
5211 70th Street
Street/Post Office Box
Lubbock, Texas 79424-2017
City State Zip
806-863-3656
Telephone

Location or Address: 98th Street and Kewanee Avenue

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: R-1

Acreage or Square Footage of Property: 2.6 Acres

Zoning Requested: Garden Office (GO)

Proposed Development: Garden office

If property is not subdivided, will preliminary plat be submitted?

Yes x No

[Signature]
Applicant's Signature

03/06/2012
Date

Filing Fee: \$481.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for non-profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Receipt 17284 C+H 521 For City Use Only M+B MOP 42

Zone Case No.: 3003-B Agenda No.: 3

Request for zoning change from: R-1 To: GO

2.6 Acres of unplatted land out of Block A Section 21

on Lot(s): Block(s):

Subdivision: Address: South of 98th Street West of Justice Avenue 365



866

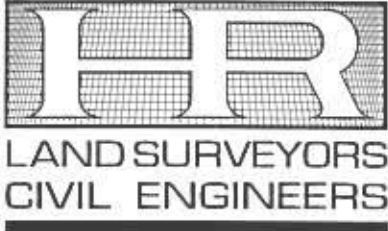
PROPOSED GARDEN OFFICE TRACT



Not To Scale

HR HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS AND ASSOCIATES, INC.
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 806 / 763-5642
 FAX: 806 / 763-3891

LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100676-00
 TEXAS REGISTERED ENGINEERING FIRM F-760



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891
TEXAS REGISTERED ENGINEERING FIRM F-780
TEXAS LICENSED SURVEYING FIRM 100676-00

Proposed Garden Office Tract

METES AND BOUNDS DESCRIPTION of an approximately 2.6 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 21, Block AK, Lubbock County, Texas, which bears S. 87°59'54" E. an approximate distance of 1251.0 feet from the Northwest corner of said Section 21, Block AK;

THENCE S. 87°59'54" E., along the North line of said Section 21, Block AK, an approximate distance of 298.0 feet;

THENCE S. 01°48'39" W., an approximate distance of 378.0 feet;

THENCE N. 88°11'21" W., an approximate distance of 298.0 feet;

THENCE N. 01°48'39" E., an approximate distance of 379.0 feet to the Point of Beginning;

Bearings relative to the North line of Section 21, Block AK, being previously recognized as S. 87°59'54" E.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for Carl Mortensen

March 5, 2012

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3003-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
APR 03 2012
PLANNING DEPARTMENT

Print Name: Susan Everett
Signature: Susan Everett
Address: 9801 Justice Ave. Lubbock, TX 79424
Address of Property Owned: 9801 Justice Ave.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

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In Favor of

Opposed

RECEIVED
APR 13 2012

Reasons and/or Comments:

PLANNING DEPARTMENT

Concern of what business may locate in this area.

Print Name: Robert L. Davis
Signature: Robert L. Davis
Address: 9803 Justice Avenue
Address of Property Owned: 9803 Justice Avenue

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3003-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 28 2012
PLANNING DEPARTMENT

Print Name William L. Cook, Jr.
Signature: William L. Cook, Jr.
Address: 9802 Justice Ave. Lubbock, TX 79424
Address of Property Owned: Same



Regular City Council Meeting

6.3.

Meeting Date: 05/03/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 23101476 with Sam Pack's Five Star Ford for one-ton pickups and service bodies, BID 12-10606-CI.

Item Summary

The purchase order contract is for the following vehicles:

The item numbers correspond to those shown on the bid tabulation attached.

Item 1: One 1-ton pickup, extended cab, short bed, 4x4 pickup for Wastewater Collection. The vehicle replaces a 2001 model and will be used to pull a trailer equipped with tools and material used to rehab manholes and pull the portable bypass pump during collection system emergencies. A diesel fuel tank for fueling will be installed to service generators used by the Wastewater Collections Department.

Item 2: One 1-ton, long bed pickup with dual rear wheels for Park Maintenance Athletic Division. The vehicle replaces a 1998 model and will be used as a fuel pickup and to haul trailer mounted equipment.

Item 3: One 1-ton cab and chassis, dual rear wheels pickup for Wastewater Collection. The vehicle replaces a 2006 model and will be used for maintenance at the City's 33 sewer lift stations. A service body with crane packaged will be installed.

Item 5: Two 1-ton pickups, regular cab, bed deleted, 4x4 pickup for Land Application. The vehicles replace 2006 models and will be used to operate and maintenance center pivots and farm equipment at the Lubbock Land Application Site and Hancock Land Application Site to comply with waste water permits. A flatbed will be installed.

Item 6: One 1-ton pickup, crew cab, bed deleted, 4x4 pickup for Solid Waste Disposal. The vehicle replaces a 2002 model and will be used to comply with permitting issues; daily inspections; and transport work crews, tools, and equipment. The truck will be used off road at the landfill property and on unpaved roads in all types of weather. A service body will be installed.

Item 8: One 1-ton pickup, extended cab, bed deleted, 4x4 pickup for Water Sampling and Monitoring. The vehicle replaces a 2006 model and will be used to pull a trailer mounted well pump used to sample groundwater from wells at the City's land application sites and along the Canyon Lake system. Sensitive field sampling equipment and sample bottles will be stored inside the vehicle. Groundwater sampling is required to comply with wastewater permits. A flatbed will be installed.

Pursuant to Texas Local Government Code 271.905(b), in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchase in the amount of less than \$500,000 with:

(1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality. In order to receive consideration of location of the bidder's principal place of business for bid award, bidders are required to submit an Affidavit of Eligibility.

Bid Item 1: \$25,000 from Scoggin-Dickey Chevrolet of Lubbock, Texas, is within 3.39%; Bid Item 2: \$26,072 from Scoggin-Dickey Chevrolet of Lubbock, Texas, is within 0.58%; Bid Item 3: \$23,800 from Scoggin-Dickey Chevrolet of Lubbock, Texas, is within 4.77%; and Bid Item 6: \$28,867 from Scoggin-Dickey Chevrolet of Lubbock, Texas, is within 1.29% of the low bid from a non-resident bidder and Scoggin-Dickey Chevrolet of Lubbock, Texas, included an Affidavit of Eligibility (provided in backup).

Staff recommends bid award to the lowest bidder, Sam Pack's Five Star Ford of Carrollton, Texas, for \$170,880 for Bid Items 1, 2, 3, 5, 6, and 8, or such alternative action as the City Council may deem appropriate. Scoggin-Dickey Chevrolet of Lubbock, Texas, submitted bids within 5% of the low bids from a non-resident bidder and is eligible for contract award pursuant to Local Government Code 271.905(b).

A bid tabulation is provided.

Fiscal Impact

The vehicles are approved in the Adopted FY 2011-12 Master Least Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - truck & service bodies

Sam Pack's Ford

Bid Tab

Pictures

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. 23101476 for the purchase of One-ton pickups and service bodies per ITB 12-10606-CI, by and between the City of Lubbock and Sam Pack's Five Star Ford of Carrollton, 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.

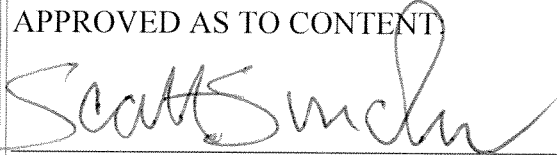
Passed by the City Council on _____.

TOM MARTIN, 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:ccdcs/RES.Sam Pack's-PurchaseOrd
April 17, 2012



PURCHASE ORDER

Page - 1
Date - 04/20/2012
Order Number 23101476 000 OP
Branch/Plant 231

TO: SAM PACK'S FIVE STAR FORD
P O BOX 110098
CARROLLTON Texas 75011-0098

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 04/16/2012 Freight
Requested 08/14/2012 Taken By C ISAACS
Delivery PER TREVINO_M REQ 39099 PER ITB 12-10606-CI

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include 2013 One-Ton Pickup Ext Cab, 2012 One-Ton Pickup, Long Bed, 2013 One-Ton, Cab & Chassis, 2013 One-Ton, Bed Delete, 2013 One-Ton, Bed Delete, 2013 One-Ton, Bed Delete.

Total Order 170,880.00

Terms NET 25 EOM

This purchase order encumbers funds in the amount of \$170,880.00, for the purchase of vehicles awarded on May 3, 2012 to Sam Pack's Five Star Ford, of Carrollton, Texas in accordance with Sam Pack's Five Star Ford's response to ITB# 12-10606-CI. The following is incorporated into and made part of this purchase order by reference: Bid Submitted by your firm in response to City of Lubbock ITB# 12-10606-CI. Resolution#

CITY OF LUBBOCK

ATTEST:

Tom Martin, Mayor

Rebecca Garza, City Secretary

TERMS AND CONDITIONS
IMPORTANT: READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TEXAS

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79457. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current process on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
13. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
14. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right or termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.
15. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
16. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
17. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
18. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
19. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Where ever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
20. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
21. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expense, satisfy and discharge the same Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
22. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
23. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
24. **NON-ARBITRATION.** The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
25. **RIGHT TO AUDIT.** At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

**City of Lubbock, Texas
Purchasing and Contract Management
BID FORM**

In compliance with the **Invitation to Bid 12-10606-CI**, 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 **12-10606-CI** 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**	One Set of Mfr's Repair, Parts & Service Manuals
1.	1	Each	1-Ton Pickup, Extended Cab, Short Bed, 4x4 (Spec 1542)	\$ 24,179	\$ 24,179	90-120	\$ 88
	1	Each	Option: Extended Warranty	\$ 2615	\$		
			B/B P/T	1490			
Make and Model Number: FORD F-250 X2A - Meets All Specs - INCL. GWR							
2.	1	Each	1-Ton Pickup, 6 Passengers, Long Bed, Dual Rear Wheels (Spec 3513)	\$ 25,125	\$ 25,125	90-120	\$ 88
	1	Each	Option: Headache Rack	\$ 335	\$ 335		
	1	Each	Option: Toolbox with Butterfly Lids	\$ 415	\$ 415		
	1	Each	Option: Extended Warranty	\$ 2,140	\$		
			B/B P/T	1160			
Make and Model Number: - FORD F350 - W3C \$25,875.00							
3.	1	Each	1-Ton, Cab and Chassis, with Dual Rear Wheels (Spec 528)	\$ 22,716	\$ 22,716	90-120	\$ 88
	1	Each	Option: Extended Warranty	\$ 1000	\$ 1000		
			B/B	1000			
Make and Model Number: FORD F350 F3G							

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals	
4.	1	Each	Service Body with Crane Package (Spec NV-582)	\$ 21,541	\$ -	90-100	\$ N/C	
			Make and Model Number: Knapheine 6132 D545 / Left Moore CRANE					
5.	2	Each	1-Ton Pickup, Regular Cab, Bed Delete, 4x4 (Spec 1541)	\$ 21956	\$ 43912	90-100	\$ 88	
	2	Each	Option: Extended Warranty	\$ 2615	\$ 5230			
				212				
				PWRTRAK	1490	2980		
	2	Each	Option: Brush Guard	\$ 525	\$ 1050			
			Make and Model Number: FORD F-250 F2B (REG CAB) \$44,962.00					
6.	2	Each	General Purpose Flatbed	\$ 3000	\$ 6000	90-100	\$ N/C	
			Make and Model Number: General Body GN 8.5					
7.	1	Each	1-Ton Pickup, Crew Cab, Bed Delete, 4x4 (Spec 1543)	\$ 27,589	\$ 27589	90-100	\$ 88	
	1	Each	Option: Nerf Bars	\$ 385	\$ 385			
	1	Each	Option: Extended Warranty	\$ 2615	\$ 2615			
				1490	1490			
	1	Each	Option: Brush Guard	\$ 525	\$ 525			
			Make and Model Number: FORD F-350 W3D \$28,499.00					
8.	1	Each	Service Body (Spec NV-1543)	\$ 8570	\$ 8570	90-100	\$ N/C	
			Make and Model Number: Knapheine 6132 D545					

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**	One Set of Mfr's Repair, Parts & Service Manuals
9.	1	Each	1-Ton Pickup, Extended Cab, Bed Delete, 4x4 (Spec 1544)	\$ 24124	\$ 24124	90120	\$ 88
	1	Each	Option: Extended Warranty	\$ 265	\$ 265		
				1490	1490		
	1	Each	Option: Brush Guard	\$ 525	\$ 525		
			Make and Model Number: FORD F250 X2B		\$24,649.00		
10.	1	Each	General Purpose Flatbed (Spec NV-44)	\$ 3000	\$ 3000	90-120	\$ N/C
				Make and Model Number: General body GB6N 8.5			

*If the unit price and extended cost are at variance, the unit price shall prevail.

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

**ARO – After Receipt of Order

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 30 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 San Paris Ford corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: _____
 Address: _____
 City: _____ State: _____ Zip _____

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 American		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:

- Name _____ and Manufacture's License No. _____
 - Name _____ and Converter's License No. _____
 - Name _____ and Representative's License No. _____
 - Name San Paris Ford and Franchise Dealer's License No. F1406
- General Distinguishing No. P6388 (Franchised TX dealer)

By [Signature] Date: 3-19-12
 Authorized Representative - must sign by hand

Officer Name and Title: ALAN J. ROSNER Director - Customer Fleet
 Please Print

Business Telephone Number 888 835 3309 FAX: 972 245 5278

E-mail Address: ALAN.ROSNER@SPFord.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
Purchasing and Contract Management
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility**

Pursuant to Texas Local Government Code §271.9051, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

- (1) the lowest bidder;
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

This section does not prohibit a municipality from rejecting all bids.

This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

In order to receive consideration, bidders must submit this affidavit to:

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: SLOGGIN-DICKEY CHEVROLET

Local Address (must be within the City limits): 5901 SPUR 327, LUBBOCK, TX 79424

Address of the company's principal place of business within the United States: SAME

1. How many residents of the City of Lubbock are employed at the above business location? 125 +/-

2. Year your business was established in the City of Lubbock: 1929

3. For transactions that require sales tax, provide the following Reseller information:

Reseller Permit Number: _____

Company Name and Address (as it appears on permit):

SLOGGIN-DICKEY CHEVROLET, BUICK INC
5901 SPUR 327, LUBBOCK

4. Does your business have more than one office in the State of Texas? _____ Yes No
If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:

5. Was the local business required to pay business and/or real property tax for the most recent tax year? Yes _____ No

If Yes, did the local business pay any of this tax to the City of Lubbock? Yes _____ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature: John Zwiacher Date: MARCH 20, 2012

Printed Name and Title: JOHN ZWIACHER, PRESIDENT

City of Lubbock, TX
Fleet Services
Bid Tabulation
May 3, 2012

ITB 12-10606-CI

1-Ton Pickups and Service Bodies

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	1	EA	1-Ton Pickup, Reg Cab, Long Bed, 4x4 Sam Packs Five Star Ford	Carrollton, TX	24,179	\$ 24,179
			Scoggin-Dickey Chevrolet	Lubbock, TX	25,000	25,000
			Gene Messer Chevrolet	Lubbock, TX	26,361	26,361
2	1	EA	1-Ton Pickup, 6 Passengers, Long Bed, Dual Rear Wheels Sam Packs Five Star Ford	Carrollton, TX	25,875	25,875
			Scoggin-Dickey Chevrolet	Lubbock, TX	26,027	26,027
			Gene Messer Chevrolet	Lubbock, TX	26,228	26,228
3	1	EA	1-Ton Cab and Chassis, Dual Rear Wheels Sam Packs Five Star Ford	Carrollton, TX	22,716	22,716
			Scoggin-Dickey Chevrolet	Lubbock, TX	23,800	23,800
4	1	EA	Service Body with Crane Package J&B Trailers and Equipment	Lubbock, TX	20,594	20,594
			Forman's Pickup Pals	Lubbock, TX	20,688	20,688
			Sam Packs Five Star Ford	Carrollton, TX	21,561	21,561
			American Equipment and Trailers	Lubbock, TX	28,727	28,727
5	2	EA	1-Ton Pickup, Reg Cab, Bed Delete, 4x4 Sam Packs Five Star Ford	Carrollton, TX	22,481	44,962
			Scoggin-Dickey Chevrolet	Lubbock, TX	23,967	47,934
6	1	EA	1-Ton Pickup, Crew Cab, Bed Delete, 4x4 Sam Packs Five Star Ford	Carrollton, TX	28,499	28,499
			Scoggin-Dickey Chevrolet	Lubbock, TX	28,867	28,867
7	1	EA	Service Body J&B Trailers and Equipment	Lubbock, TX	7,635	7,635
			Forman's Pickup Pals	Lubbock, TX	7,985	7,985
			Sam Packs Five Star Ford	Carrollton, TX	8,570	8,570
			American Equipment and Trailers	Lubbock, TX	8,813	8,813
8	1	EA	1-Ton Pickup, Ext Cab, Bed Delete, 4x4 Sam Packs Five Star Ford	Carrollton, TX	24,649	24,649
			Scoggin-Dickey Chevrolet	Lubbock, TX	26,706	26,706
			Item by Item			
			Sam Packs Five Star Ford	Carrollton, TX		\$ 170,880
			J&B Trailers and Equipment	Lubbock, TX		28,229



Item 1. Spec 1542



Item 2. Spec 3513



Item 3. Spec 528



Item 5. Spec 1541



Item 6. Spec 1543



Item 8. Spec 1544



Regular City Council Meeting

6.4.

Meeting Date: 05/03/2012

Information

Agenda Item

Board Appointments - City Secretary: Consider on appointment to the Libraries Board.

Item Summary

Consider on appointment to the Libraries Board.

Fiscal Impact

-

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointment - Libraries Board

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MAY 3, 2012 - REGULAR SESSION

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	LIBRARIES BOARD	SCOTT, GRETCHEN	06.01.12	N/A	FRIENDS OF THE LIBRARY	REPLACE	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 Commission Recruiting Database

Updated: 4/23/2012

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
0601		Austin	Nicole	F	A	S	18-29	Computer Spe	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	
0707		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 Employed	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	
0509		Pena	Esther	F	H	S	18-29	Sales Develop	American Stat	5	
0605		Perez	Jody	M	H	S	50-59	Self-employed	JMP Consultan	4	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
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	

LIBRARIES BOARD

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	78.2%	88.9% (8)
Hispanic	32.6%	27.6%	10.9%	11.1% (1)
African-American	8.7%	7.4%	7.1%	0.0% (0)
Other	3.7%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	71.0%	33.3% (3)
Female	51.5%	53.0%	29.0%	66.7% (6)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.9%	33.3% (3)
District 2	16.4%	12.7%	2.2%	0.0% (0)
District 3	16.3%	16.1%	20.2%	11.1% (1)
District 4	17.0%	17.0%	19.7%	33.3% (3)
District 5	16.7%	19.4%	22.4%	11.1% (1)
District 6	17.2%	19.9%	18.0%	11.1% (1)
Other/Unknown	0.0%	0.0%	6.6%	0.0% (0)

PURPOSE:

Makes recommendations to the City Council regarding the operation of the public libraries in Lubbock.

QUALIFICATIONS: One member appointed from each Council Member’s district, two members appointed At-Large (to represent the Mayor), and one member shall be the newly elected president of the Friends of the Lubbock City-County Library.

APPOINTMENT INFORMATION:

<u>Member Name &</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Scott, Gretchen (F,A,4)	Friends of the Library	N/A	Y	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

This position did not come before the Board.

STAFF RECOMMENDATIONS:

To replace Gretchen Scott:

Lynne Strickland (F,O,6) Friends of the Library, President

City of Lubbock
Board and Commission Recruiting Database

Updated: 4/23/2012

Sorted: By Preference

Key: CS - Presently serving on board(s)

X - Prior service on board(s)

PCI - Possible Conflict of Interest

T - Temporary

Libraries Board

Date Refer	Key	Last Name	First Name	Gender	Ethnic	Quad	Age Range	Occupation	Business	Council District
				M/F	A,H,AA,O					
First Preference:										
0809		Burnett	Clif	M	A		50-59	Retired	Lubbock County Registe	0
0412		Evans	Marie	F	A	S	50-59	Sales/Ind Rep	Geiger	5
0503		George	Cecilia	F	A	C	50-59	Homemaker	Homemaker	3
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
0501		Maunder	Katherina	F	A	NW	50-59	Homemaker	Homemaker	6
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
0407		Sigler	Vickie	F	A	S	40-49	Customer Service Tech	INCODE	3
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4
1104		Trost	Theresa	F	A		60+	Retired Librarian		3
Second Preference:										
0412		Campbell	Bill	M	A	C	40-49	Owner/Manager	Valentine's Building Ser	4
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
0502		Downs	Virginia	F	A	C	30-39	Editor	TTU Outreach & Extend	3
0806		Kelly	David	M	A		30-39	Department Supervisor	Texas Tech University	6
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0411		McDaniel	Dorothy	F	A	C	50-59	Retired		4
0804		Perkins	Terell	M	A			Computer Technician	Lubbock County Informa	5
1204		Ramirez	Rebecca	F	H		30-39	Associate Director	South Plains Communit	
1011		Wiggins	Gary	M	A		60+	Retired		3
Third Preference:										
1004		Griswold	Mary	F	A		50-59	Activites/Education Directo	Redr Frame & Art	4
1104		Vander-Pla	Kristen	F	A		18-29	Marketing Director	Advantage Benefits Con	3
Fourth Preference:										
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
Fifth Preference:										
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
1002		Jones	Tommy	M	A		50-59	Sales	Firetrol Protection Syste	3
1006		Regner	Elizabeth	F	A		30-39	Executive Director	Lubbock Arts Alliance	4
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
1111		Williams	Maurice	M	AA		60+	Retired Teacher	Retired	2
Sixth Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
0803		McCoy	Gary	M	A	S	50-59	Banking	ABC Bank	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Co	4
1004		Vaquez	David	M	H		50-59	Retired Principal		5

Committee #26 Libraries BoardPerm./Temp. Board: **P**

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
DISTRICT 1				Curr: 1/27/2011 - 1/1/2014	Y
Bryant Ms. LeEarl	Y	1707 32nd Street Lubbock TX 79411		2nd: - 1st: -	
	N	(806) 744-7657		Fax:	
<i>E-mail</i>			<i>CEL</i>		
DISTRICT 5			<i>Guadalupe Parkway Sommervi</i>	Curr: 1/1/2010 - 1/1/2013	Y
Esqueda Ms. Adela		8314 Hartford Lubbock TX 79423	405 N. MLK Jr. Blvd. Lubbock TX 79403	2nd: - 1st: -	
		(806) 549-2540	(806) 763-3963	Fax: (806) 763-0379	
<i>E-mail</i>		<i>dela-gpnc@hotmail.com</i>	<i>CEL</i>		
DISTRICT 2			<i>Texas Tech Univ. Library</i>	Curr: 1/27/2011 - 1/1/2014	Y
Heinz Ms. Laura	N	4430 80th Street Lubbock TX 79424	M.S. 0002 Lubbock TX 79409	2nd: - 1st: 2/26/2009 - 1/1/2011	
	N	(806) 795-4448	(806) 742-2238	Fax: (806) 742-1964	
<i>E-mail</i>			<i>CEL</i>		
DISTRICT 4				Curr: 3/2/2011 - 1/1/2013	Y
King Mr. David	N	3410 74th Street Lubbock TX 79423		2nd: - 1st: -	
	N			Fax:	
	Y	(806) 535-5141			
<i>E-mail</i>	N		<i>CEL</i>		
MAYOR				Curr: 1/1/2012 - 1/1/2015	N
McDonald Mrs. Nadine	Y	2816 N. Meadow Drive Lubbock TX 79403		2nd: - 1st: 1/1/2009 - 1/1/2012	
	Y	(806) 762-5011		Fax:	
<i>E-mail</i>			<i>CEL</i>		

Chair/Pres:	Laura Heinz	Staff Liaison:	Jane Clausen
Vice Chair/V.P.:	Nadine McDonald	Term:	3 Years
Sec./Treasurer:	Adela Esqueda	Ex-Officio Mbr.:	Jane Clausen (Director of Library)
President of Friends of the Library holds one position, subject to Council approval.			
Ralph Shelton 1st Term 05/05-01/06			

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

Last Update: 4/23/2012

Committee #26 Libraries Board

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

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
DISTRICT 6			Self-Employed	Curr: 1/27/2011 - 1/1/2014	N
Savage Ms. Karen	Y	4516 7th Street Lubbock TX 79416		2nd: 1/1/2008 - 1/1/2011 1st: 1/27/2005 - 1/1/2008	
	Y	(806) 799-3849 (806) 928-8981 <i>CEL</i>		Fax:	
<i>E-mail glodio@sbcglobal.net</i>					
Friends of the Library			William R. Scott Company	Curr: 6/1/2009 - 6/1/2012	Y
Scott Ms. Gretchen	Y	4012 69th St Lubbock TX 79413	7405 83rd St Lubbock TX 79424	2nd: - 1st: 6/1/2008 - 6/1/2009	
	Y	(806) 791-5456 <i>CEL</i>	(806) 866-9003	Fax: (806) 866-4972	
<i>E-mail gretchen@wmrsc.com</i>					
MAYOR			Walker Communications	Curr: 1/1/2012 - 1/1/2015	N
Shelton Mr. Ralph	Y	2005 25th St Lubbock TX 79411		2nd: 1/1/2009 - 1/1/2012 1st: 1/1/2006 - 1/1/2009	
	Y	(806) 744-5805 <i>CEL</i>	(806) 744-6864	Fax:	
<i>E-mail ralphshelton@nts-online.net</i>					
DISTRICT 3			Division for Blind Services	Curr: 1/27/2011 - 1/1/2014	Y
Swoboda Mr. Mark	N	3503 39th St Lubbock TX 79413	5121 69th St, Ste A5 Lubbock TX 79424	2nd: - 1st: -	
	N	(806) 792-1432 (806) 283-5428 <i>CEL</i>		Fax:	
<i>E-mail</i>					

Chair/Pres:	Laura Heinz	Staff Liaison:	Jane Clausen
Vice Chair/V.P.:	Nadine McDonald	Term:	3 Years
Sec./Treasurer:	Adela Esqueda	Ex-Officio Mbr.:	Jane Clausen (Director of Library)
President of Friends of the Library holds one position, subject to Council approval.			
Ralph Shelton 1st Term 05/05-01/06			

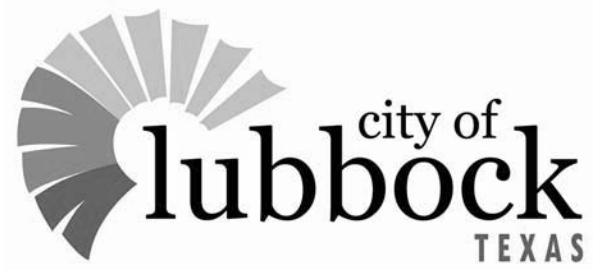
*** **CONFIDENTIAL INFORMATION NOT TO BE RELEASED!!** ***

Last Update: 4/23/2012

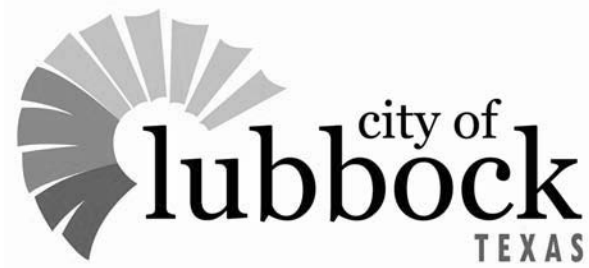
Board Demographic Information

#26 Libraries Board

<i>Member</i>	<i>Beg. Date</i>	<i>Exp. Date</i>	<i>Gender</i>	<i>Ethnic</i>	<i>Quad</i>	<i>District</i>	<i>Age</i>	<i>Eligibility</i>
Bryant, LeEarl	1/27/2011	1/1/2014	Female	Anglo		1	60+	Y
Esqueda, Adela	1/1/2010	1/1/2013	Female	Hispanic		4	50-59	Y
Heinz, Laura	1/27/2011	1/1/2014	Female	Anglo		5	40-49	Y
King, David	3/2/2011	1/1/2013	Male	Anglo		4		Y
McDonald, Nadine	1/1/2012	1/1/2015	Female	Anglo		1		N
Savage, Karen	1/27/2011	1/1/2014	Female	Anglo	NW	6	50-59	N
Scott, Gretchen	6/1/2009	6/1/2012	Female	Anglo	C	4	60+	Y
Shelton, Ralph	1/1/2012	1/1/2015	Male	Anglo	E	1		N
Swoboda, Mark	1/27/2011	1/1/2014	Male	Anglo		3	30-39	Y



Supplemental Information
for
Contract & Procurement Related Agenda Items



City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor. 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 – 25,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$25,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$25,000	City Manager	Written proposals	GC §2254.003
More than \$25,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$25,000	City Manager	Rotation list	GC §2254.004
More than \$25,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$25,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$25,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$25,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$25,000	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 \$25,000	City Manager	Negotiated	LGC §252.048
More than \$25,000	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 §252.044 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.