



DATE June 7, 2012

TO Honorable Mayor and Members of the City Council

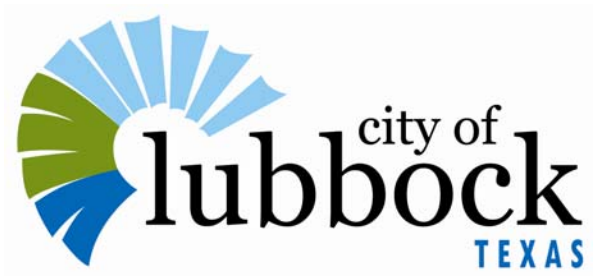
FROM Lee Ann Dumbauld, City Manager

SUBJECT Notice of Regular City Council Meeting

The Regular City Council meeting will convene at 7:30 a.m. on Thursday, June 7, 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, June 7, 2012

Glen C. Robertson, 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
Latrell Joy, Councilwoman, District 6



Lee Ann Dumbauld, City Manager
Sam Medina, City Attorney
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

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

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 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.

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.**
1. 1. Bill Curnow will appear before the City Council to discuss a proposed dog park at Stumpy Hamilton Park.
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. 1. 1. Statement of Intent filed by Atmos Energy Corporation on February 7, 2012, to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas.
2. 1. 2. Consider a Resolution authorizing the Mayor to execute a Settlement Agreement and Release between the City of Lubbock and Martha Ellerbrook in connection with Case number 11-10058, In The United States Court of Appeals For The Fifth Circuit, Appeal from the United States District Court for the Northern District of Texas USDC No. 5:09-CV-144.
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. Discussion concerning a public health building.
- 2. 2. 2. Discussion concerning the Godeke Library Lease.
- 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. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):

3. **Proclamations and Presentations**

- 3. 0. Invocation by Dr. Steve McMeans, Indiana Avenue Baptist Church

- 3. 2. Pledges of Allegiance

4. **Minutes**

- 4. 0. May 19, 2012 Special City Council Meeting

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

- 5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance 2012-O0050 Consider Budget Ordinance Amendment 16 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) – Public Preparedness Community Pharmacy Services (PPCPS)/Hazards Grant, Grant No. 81086; accept and appropriate additional funding from the Texas DSHS for the Regional and Local Services Section (RLSS) - Local Public Health System (LPHS) Grant, Grant No. 81090; accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children (ICAC) Task Force, Grant No. 86058; and reduce funding from the Texas Department of Housing and Community Affairs (TDHCA) for the American Recovery and Reinvestment Act (ARRA) - Weatherization Assistance Program (WAP).

- 5. 1. 1. **Contract Amendment Resolution - Emergency Management :** Consider an amendment to the resolution authorizing the Mayor to execute Contract 2011-038944 PPCPS/HAZARDS with the Texas DSHS.

- 5. 1. 2. **Contract Amendment Resolution - Health :** Consider a resolution authorizing the City Manager to execute Amendment 001B to Contract 2012-039501 RLSS/LPHS with the Texas DSHS.

- 5. 1. 3. **Contract Resolution - Police :** Consider a resolution authorizing the City Manager to execute Supplement 1 to an Interlocal Agreement with the City of Dallas for the ICAC Task Force investigations.

- 5. 1. 4. **Contract Amendment Resolution - Community Development :** Consider a resolution authorizing the Mayor to execute Amendment 7 to Contract 16090000668 with TDHCA for the ARRA-WAP.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 17 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; respecting the Abandoned Motor Vehicle Fund, Fund No. 138; respecting the Criminal Investigation Special Revenue Funds, Fund No. 139 and Fund No. 142; and respecting the Department of Justice Asset Sharing Fund, Fund No. 86004.
5. 3. **Ordinance 2nd Reading – Right-of-Way:** Ordinance 2012-O0049 Consider an ordinance abandoning and closing a drainage easement, located in Block E-2, Section 16, Lubbock County, Texas, 100th Street and Richmond Avenue.
5. 4. **Contract Resolution - Public Works Wastewater Treatment:** Consider a resolution authorizing the Mayor to execute Contract No. 10827 with Bill Sides to provide 30 TAC Chapter 210 reclaimed water supply for agriculture reuse.
5. 5. **Contract Resolution - Public Works Wastewater Treatment:** Consider a resolution authorizing the Mayor to execute Contract No. 10828 with Fred Jones and Bayer CropScience, L.P. to provide 30 TAC Chapter 210 reclaimed water supply for agriculture reuse.
5. 6. **Contract Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 10393 with Allen Butler Construction, Inc., for concrete paving for Citizens Convenience Stations, BID 12-10393-CI.
5. 7. **Contract Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute job order Contract 12-10741-JOC with Minnix Commercial Partners, LTD., for renovations to the landfill office and building.
5. 8. **Contract Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute job order Contract 12-10746-JOC with Minnix Commercial Partners, LTD., to rebuild and install new gates at Water Reclamation.
5. 9. **Ordinance 2nd Reading - Building Inspection:** Ordinance 2012-O0055 Consider an ordinance adopting the 2009 International Building Code governing the construction, rehabilitation, and repair of non-residential buildings.
5. 10. **Ordinance 2nd Reading – Planning:** Ordinance 2012-O0051 Zone Case 2374-F: Consider request of Hugo Reed and Associates, Inc., (for BBM Capital) for a zoning change from A-1 (Family Apartment District) to IHC (Interstate Commercial District), limited to recreational vehicle sales and service, an extension of Camper Coach Sales and Services, on 2.04 acres of unplatted land out of Block E, Section 4 (south of South Loop 289 and east of Avenue S).
5. 11. **Ordinance 2nd Reading – Planning:** Ordinance 2012-O0052 Zone Case 2895-H: Consider request of AMD Engineering, LLC, (for Lubbock Land Company) for a zoning change from R-1 (Single-Family District) Specific Use for single family with a reduced setback to R-1 Specific Use for garden homes with an 18-inch rear setback for non-rear facing garages on 2.67 acres of unplatted land out of Blocks A-K, Section 28 (89th Street west of Kewanee Avenue).
5. 12. **Ordinance 2nd Reading – Planning:** Ordinance 2012-O0053 Zone Case 3047-C: Consider request of AMD Engineering, LLC, (for Oakmont Estates Investments of Lubbock) for a zoning change from R-1 (Single-Family District) Specific Use for Vintage Township to R-1 Specific Use for garden homes with a reduced setback for corner lots and an 18-inch rear setback for non-rear-facing garages on 2.94 acres of unplatted land (proposed lots 1-11 Oakmont Addition); 139.16 acres of unplatted land, with a reduced 20-foot front setback and a 5-foot side setback on corner lots; and a reduced rear setback of 18 inches for non-rear-facing garages out of Block E-2, Section 23 (south of 114th Street and east of

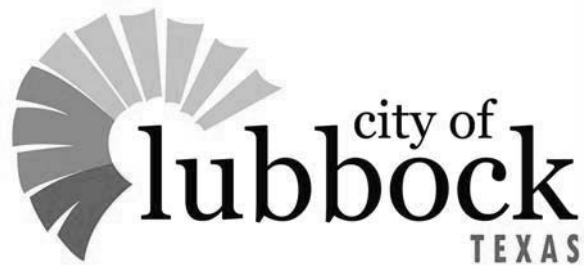
Quaker Avenue).

- 5. 13. **Ordinance 2nd Reading – Planning:** Ordinance 2012-00054 Zone Case 2995-O: Consider request of AMD Engineering, LLC, (for George McMahan Development, LLC) for a zoning change from R-1 (Single-Family District) and R-2 (Two-Family District) Specific Use for reduced front setback to R-2 Specific Use for duplex lots with a reduced 20-foot front setback and a 5-foot setback on corner lots on 3.95 acres of unplatted land out of Block AK, Section 30 (north of 68th Street and west of Oakridge Avenue).
- 5. 14. **Contract Resolution - Citibus:** Consider a resolution authorizing the Mayor to execute Contract 10644 for Vinyl Wrap installation and removal, Bid 12-10644-DG.
- 5. 15. **Resolution - Community Development:** Consider a resolution calling for a public hearing proposing an amendment to the Urban Renewal Plan Area 23 to revise the existing Urban Renewal Land Use Plan from R-1 (Single-Family District) to IHC (Interstate Highway Commercial District) Specific Use in the 300 Block of Vernon Avenue and Avenue V, legally described as Lots 5 through 20, Block 11, Green Hankins Addition, to the City of Lubbock, Lubbock County, Texas.

6. **Regular Agenda**

- 6. 1. **Resolution - City Council:** Consider a Resolution authorizing the Mayor to execute a Settlement Agreement and Release between the City of Lubbock and Martha Ellerbrook in connection with Case number 11-10058, In The United States Court of Appeals For The Fifth Circuit, Appeal from the United States District Court for the Northern District of Texas USDC No. 5:09-CV-144.
- 6. 2. **Resolution - City Council:** Consider a Resolution designating the southernmost portion of Stumpy Hamilton Park, or other appropriate City sites, as a dog park area, contingent upon securing private funding and/or donations.
- 6. 3. **Resolution - City Council:** Consider a resolution for a Timothy Cole memorial and designate the location to be near central Lubbock and Texas Tech University.
- 6. 4. **Contract Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute a contract with City Bank for renewal of the Naming Rights Agreement, for the City Bank Auditorium and City Bank Coliseum.
- 6. 5. **Resolution - Planning:** Consider a petition for annexation from Michael and Lynne Strickland to annex a parcel 205 feet deep (E/W) and 1,737 feet (north/south) adjacent to the city limits west of Frankford Avenue (150 feet from the centerline of Frankford Avenue).
- 6. 6. **Board Appointments - City Secretary:** Consider one appointment to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization.
- 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. Discuss the Gateway Streets Projects, 2009 Capital Bond Election Street Projects, Street Maintenance Program, and the Lubbock Metropolitan Planning Organization Metropolitan Transportation Plan: 2040 proposed projects and take appropriate action.

7. 2. Discuss the City Council meeting times and take appropriate action, including the scheduling of an initial planning meeting.
7. 3. Discuss the feasibility of recording the City boards and commissions meetings and take appropriate action.
7. 4. Discuss FY 2012-13 Operating Budget and Capital Program schedule, and discuss all funds and operations of the City.



CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
May 19, 2012
10:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 19th of May, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 10:00 a. m.

10:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, 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 Victor Hernandez; Council Member Todd R. Klein; Council Member Jim Gilbreath; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

1. Proclamations and Presentations

1. 1. Invocation by Floyd Stumbo, President Emeritus of the Children's Home of Lubbock Foundation

Floyd Stumbo, President Emeritus of the Children's Home of Lubbock Foundation, led the invocation.

1. 2. Pledges of Allegiance

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

2. Regular Agenda

2. 1. Election Resolution - City Secretary : Resolution No. 2012-R0189 canvassing the vote and declaring the results of the May 12, 2012 City of Lubbock General Election and calling a Runoff Election.

Rebecca Garza, City Secretary, read the results received from the May 12, 2012 General Election. Candidates for Mayor and votes received: Tom Martin, 6,603 votes; Glen Robertson, 12,457 votes. Total votes cast for Mayor: 19,060. Candidate for Municipal Judge, Robert Doty, was an unopposed candidate, declared elected. Candidate for Council District 2, Floyd Price, was an unopposed candidate, declared elected. Candidates for Council District 4 and votes received: Dwight Fullingim, 714 votes; Jim Gerlt, 2,230 votes; and Paul R Beane, 2,416 votes. Total votes cast for Council District 4: 5,360 votes. Candidates for Council District 6 and votes received: Latrelle Joy, 1,381 votes; and Randy Sanders, 1,194 votes. Total votes cast for Council District 6: 2,575 votes. The total votes cast in the election were 19,230 votes.

Person receiving majority votes for Mayor, Glen Robertson; for Council District 6, Latrelle Joy; unopposed candidates: Municipal Judge, Robert Doty; Council District 2, Floyd Price. No candidate received the majority vote for the City Council District 4 position; therefore, a runoff election between Paul R. Beane and Jim Gerlt is required.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Floyd Price to approve Resolution 2012-R0189.

Vote: 7 - 0 Motion carried

2. 2. Swearing-In Ceremony - City Council : Administer Oath of Office to newly elected City Council Members. (Reception immediately following)

Mayor - Glen Robertson was sworn in by his wife, Karen Robertson. Mayor Robertson then gave comments on his goals as Mayor and expressed his gratitude to all who supported him through his campaign.

Municipal Court Judge - Robert Doty was sworn in by Judge Jorge Hernandez, Associate Judge of Municipal Court. Judge Doty gave thanks to his family, friends, staff, and citizens of Lubbock.

Council Member, District 6 - Latrelle Joy was sworn in by Judge Robert Doty. Councilwoman Joy gave thanks to her family and the voters of the city of Lubbock.

Council Member, District 2 - Floyd Price was sworn in by Sam Medina, City Attorney (and retired Judge). Mayor Pro Tem Price introduced his family in attendance, and gave thanks to everyone who has supported him through the years.

Mayor Pro Tem Floyd Price presented outgoing District 6 City Council Member, Jim Gilbreath, with his name plate. Council Member Gilbreath gave comments and expressed his gratitude.

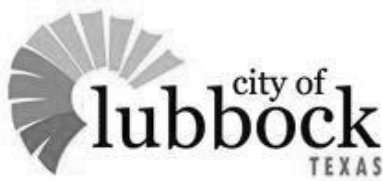
10:48 A.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

5. 1.

Meeting Date: 06/07/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Ordinance 2012-O0050 Consider Budget Ordinance Amendment 16 amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Public Health Emergency Preparedness (PHEP) – Public Preparedness Community Pharmacy Services (PPCPS)/Hazards Grant, Grant No. 81086; accept and appropriate additional funding from the Texas DSHS for the Regional and Local Services Section (RLSS) - Local Public Health System (LPHS) Grant, Grant No. 81090; accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children (ICAC) Task Force, Grant No. 86058; and reduce funding from the Texas Department of Housing and Community Affairs (TDHCA) for the American Recovery and Reinvestment Act (ARRA) - Weatherization Assistance Program (WAP).

Item Summary

On May 30, 2012, the City Council approved the first reading of the ordinance.

- I. Accept and appropriate an additional \$14,844 from the Texas DSHS for the PHEP – PPCPS/Hazards Grant, for a total grant appropriation of \$329,806. The grant amendment adds carry-forward funds to the current contract, revises the due dates for applicable reports, and extends the due date for equipment purchases. The grant funds activities in support of the Center for Disease Control and Prevention (CDC) Cooperative Agreement Work Plan for PHEP designed to upgrade and integrate state and local public health jurisdictions' preparedness for and response to terrorism, outbreaks of infectious disease, and other public health threats and emergencies. The grant funds three full-time positions.

A companion item on today's City Council agenda is Item 5.1.1:

Item 5.1.1

Contract Amendment Resolution - Emergency Management: Consider an amendment to the resolution authorizing the Mayor to execute Contract 2011-038944 PPCPS/HAZARDS with the Texas DSHS.

- II. Accept and appropriate an additional \$20,559 from the Texas DSHS for the RLSS-LPHS Grant, for a total grant appropriation of \$108,204. The grant provides financial assistance to improve or strengthen local public health infrastructure by developing objectives to address public health issues and utilize resources to conduct activities and services that provide or support the delivery of essential public health services. Programs assess, monitor, and evaluate the essential public health services, and develop strategies to improve the delivery of essential public health services to identified service areas. The grant provides funding for two full-time positions to conduct case investigations and offer education and treatment for reportable conditions.

A companion item on today's City Council agenda is Item 5.1.2:

Item 5.1.2

Contract Amendment Resolution - Health: Consider a resolution authorizing the City Manager to execute Amendment 001B to Contract 2012-039501 with the Texas DSHS.

III. Accept and appropriate an additional \$16,000 for the ICAC Task Force from the Dallas Police Department, funded by the United States Department of Justice (DOJ), for a total grant appropriation of \$21,000. ICAC Task Force is a grant program funded under an award by DOJ through the Office of Juvenile Justice and Delinquency Prevention under the Federal Missing and Exploited Children's Program to target child solicitation and child pornography over the Internet in Texas.

A companion item on today's City Council agenda is Item 5.1.3:

Item 5.1.3

Contract Resolution - Police: Consider a resolution authorizing the City Manager to execute Supplement 1 to an Interlocal Agreement with the City of Dallas for the ICAC Task Force investigations.

IV. Reduce appropriation for a pass-through grant from TDHCA for the County's portion of the ARRA-WAP by \$55,996, from \$2,029,904 to \$1,973,908. The grant provides the County with funding to weatherize homes and make them more energy efficient. The City has voluntarily relinquished a portion of the funds. The period of performance is September 1, 2009, through January 31, 2012.

A companion item on today's City Council agenda is Item 5.1.4:

Item 5.1.4

Contract Amendment Resolution - Community Development: Consider a resolution authorizing the Mayor to execute Amendment 7 to Contract 16090000668 with TDHCA for the ARRA-WAP.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

[Ordinance - Budget Amend. 16.pdf](#)

[Resolution & Contract - PPCPS.HAZARDS](#)

[Budget Detail Sheet - PHEP-PPCPS/Hazards Grant](#)

[Resolution & Contract - RLSS.LPHS](#)

[Resolution - Health - 039501](#)

[Budget Detail Sheet - RLSS/LPHS Grant](#)

[Grant Detail - ICAC - DOJ - DALLAS](#)

[Resolution & Contract - ICAC](#)

[Grant Detail - CD ARRA WAP County 3](#)

[Resolution & WAP ARRA Amend 7 Closeout - CD](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO 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; ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DSHS FOR THE REGIONAL AND LOCAL SERVICES SECTION (RLSS) - LOCAL PUBLIC HEALTH SYSTEM (LPHS) GRANT, GRANT NO. 81090; ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE DALLAS POLICE DEPARTMENT FOR THE INTERNET CRIMES AGAINST CHILDREN (ICAC) TASK FORCE, GRANT NO. 86058; AND REDUCE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) - WEATHERIZATION ASSISTANCE PROGRAM (WAP).

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 #16) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$14,844 from the Texas DSHS for the PHEP – PPCPS/Hazards Grant.
- II. Accept and appropriate an additional \$20,559 from the Texas DSHS for the RLSS-LPHS Grant.
- III. Accept and appropriate an additional \$16,000 from the Dallas Police Department, funded by the Department of Justice, for the ICAC Task Force.

IV. Reduce appropriation for a pass-through grant from TDHCA for the County's portion of the ARRA-WAP by \$55,996, from \$2,029,904 to \$1,973,908.

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.

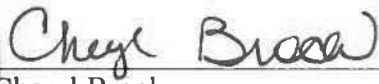
Passed by the City Council on second reading this _____ day of _____, 2012.

GLEN C. ROBERTSON, 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

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an amendment to that certain Contract No. 2011-038944 PPCPS/HAZARDS for additional funding, revised due dates for affected reports and extension of due date for equipment purchases, by and between the City of Lubbock and Department of State Health Services, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN ROBERTSON, MAYOR

ATTEST:

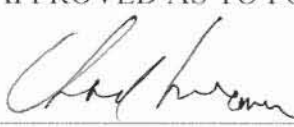
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mike Kemp, Fire Chief

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend Contract-DSHS
May 10, 2012

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and CITY OF LUBBOCK (Contractor) agree to amend the Program Attachment # 001A (Program Attachment) to Contract # 2011-038944 (Contract) in accordance with this Amendment No. 001B : Public Health Emergency Preparedness (PHEP), effective 04/27/2012 .

The purpose of this Amendment is to extend contractor's current contract to August 31, 2012 to align with state fiscal year (FY), extend the equipment purchase date, add additional funds for the month of August to cover operational costs, and change Contractor name.

Therefore, DSHS and Contractor agree as follows:

PROGRAM ATTACHMENT NO. ~~001A~~ 001B

TERM: 08/01/2011 THRU: ~~07/31/2012~~ 08/31/2012

SECTION VII. BUDGET, is revised as per attached Categorical Budget.

SECTION VIII. SPECIAL PROVISIONS, is revised as follows:

Contractor is required to initiate the purchase of equipment approved under ~~the March 2012 amendment this Program Attachment~~ no later than April 30, August 31, 2012 as documented by issue of a purchase order or written order confirmation from the vendor on or before ~~April 30, August 31, 2012~~. In addition, all equipment must be received no later than ~~60 sixty (60)~~ calendar days following the end of the Program Attachment term.

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

Contractor

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Name: _____

Director, Client Services Contracting Unit

Title: _____

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

(512) 458-7470

Bob.Burnette@dshs.state.tx.us

Address: PO Box 2000
Lubbock, TX 79408

Phone: 806-775-2917

Email: rstrickland@mylubbock.us

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: Public Health Emergency Preparedness (PHEP)

CONTRACTOR: CITY OF LUBBOCK

CONTRACT NO: 2011-038944

CONTRACT TERM: 08/01/2011 THRU: 08/31/2012

BUDGET PERIOD: 08/01/2011 THRU: 08/31/2012

CHG: 001B

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$124,374.00	\$135,207.00	\$10,833.00
Fringe Benefits	\$51,465.00	\$56,961.00	\$5,496.00
Travel	\$10,800.00	\$10,800.00	\$0.00
Equipment	\$4,487.00	\$4,487.00	\$0.00
Supplies	\$58,127.00	\$58,127.00	\$0.00
Contractual	\$2,400.00	\$2,400.00	\$0.00
Other	\$69,509.00	\$69,509.00	\$0.00
Total Direct Charges	\$321,162.00	\$337,491.00	\$16,329.00
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$25,296.00	\$25,296.00	\$0.00
PROGRAM INCOME			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$31,496.00	\$32,981.00	\$1,485.00
Income Total	\$31,496.00	\$32,981.00	-\$1,485.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$346,458.00	\$362,787.00	\$16,329.00
Performing Agency Share	\$31,496.00	\$32,981.00	\$1,485.00
Receiving Agency Share	\$314,962.00	\$329,806.00	\$14,844.00
Total Reimbursements Limit	\$314,962.00	\$329,806.00	\$14,844.00
JUSTIFICATION			
This amendment is to extend contractor's current contract to August 31, 2012 to align with state fiscal year (FY), extend the equipment purchase date, add additional funds for the month of August to cover operational costs, and change Contractor name.			

Financial status reports are due: 11/30/2011, 03/01/2012, 05/30/2012, 08/31/2012, 10/30/2012

ATTEST:

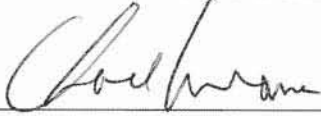
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mike Kemp, Fire Chief

APPROVED AS TO FORM:



Chad Weaver, City Attorney

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
May 30, 2012

Administrative Information:

City Assigned Grant Number:	81086
Grant Name:	PPCPS - Hazards
Grant Effective Date:	8/1/2011-8/31/2012
Grant Provider/Agency:	Texas Department of State Health Services
Original Appropriation Date:	9/27/2011
Original Appropriation-Budget Ordinance:	2011-O0084
Original Grant Acceptance-Resolution:	2011-R0422

Personnel Information:

No. of full-time positions funded w/ grant: 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
PHP Coordinator	\$ 45,579	22,377	67,956	-
Account Analyst	50,413	23,711	59,540	14,584
Administrative Assistant	32,166	18,675	50,841	-
Total	\$ 128,158	64,763	178,337	14,584

Budget Information:

Grant Appropriation Detail	Previous Award Amount	May Amendment Amount	Total Award Amount
Salaries	\$ 117,702	9,848	127,550
Benefits	60,635	4,996	65,631
Training and Travel	10,800	-	10,800
Supplies			
Office Supplies	4,718	-	4,718
Training Supplies	3,386	-	3,386
Medical Supplies	19,410	-	19,410
Educational Supplies	7,000	-	7,000
Preparedness Kits and supplies	6,791	-	6,791
Lab Supplies	8,124	-	8,124
Contractual - Pharmacist	2,400	-	2,400
Equipment			
AED	1,778	-	1,778
Mobile case for mass vaccination supplies	2,709	-	2,709
Other			
Advertisement to promote awareness	15,000	-	15,000
Sponsored trainings	22,500	-	22,500
Misc (printing, fax capabilities, postage, etc.)	12,160	-	12,160
Misc. service agreements and repairs	18,099	-	18,099
Software	1,750	-	1,750
Total Appropriation	\$ 314,962	14,844	329,806

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment to Contract No. 2012-039501 to increase the Categorical Budget amount, by and between the City of Lubbock and Department of State Health Services, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

TOM MARTIN, MAYOR

ATTEST:

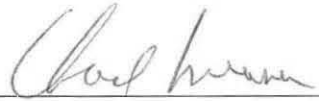
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Beckie Brawley, Public Health Coordinator

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdoks/RES.Amend Contract-DSHS
May 2, 2012

DEPARTMENT OF STATE HEALTH SERVICES



Amendment
To

The Department of State Health Services (DSHS) and CITY OF LUBBOCK (Contractor) agree to amend the Program Attachment # 001A (Program Attachment) to Contract # 2012-039501 (Contract) in accordance with this Amendment No. 001B : RLSS/LPHS, effective 04/13/2012.

The purpose of this Amendment is to increase the contract Categorical Budget amount by \$20,558.76. Personnel is increased by \$13,400.00 and Fringe Benefits is increased by \$7,158.76. The Total revised amount of the contract is \$108,204.00.

Therefore, DSHS and Contractor agree as follows:

The Program Attachment number is revised as follows:

PROGRAM ATTACHMENT NO. ~~001A~~ 001B

All other terms and conditions not hereby amended are to remain in full force and effect. In the event of a conflict between the terms of this contract and the terms of this Amendment, this Amendment shall control.

Department of State Health Services

City of Lubbock

Signature of Authorized Official

Signature of Authorized Official

Date: _____

Date: _____

Bob Burnette, C.P.M., CTPM

Name: LeeAnn Dumbauld

Director, Client Services Contracting Unit

Title: City Manager

1100 WEST 49TH STREET
AUSTIN, TEXAS 78756

Address: Po Box 2000
Lubbock, TX 79457

(512) 458-7470

Phone: (806) 775-2016

Bob.Burnette@dshs.state.tx.us

Email: LDumbauld@mylubbock.us

Approved as to form: [Signature]

APPROVED AS TO CONTENT: [Signature]

Attest: Rebecca Garza, City Secretary

DEPARTMENT OF STATE HEALTH SERVICES



1100 WEST 49TH STREET
AUSTIN, TEXAS 78756-3199

CATEGORICAL BUDGET CHANGE REQUEST

DSHS PROGRAM: RLSS-LOCAL PUBLIC HEALTH SYSTEM

CONTRATOR: CITY OF LUBBOCK HEALTH DEPARTMENT

CONTRACT NO: 2012-039501

CONTRACT TERM: 09/01/2011 THRU: 08/31/2012

BUDGET PERIOD: 09/01/2011 THRU: 08/31/2012

CHG: 001B

DIRECT COST (OBJECT CLASS CATEGORIES)			
	Current Approved Budget (A)	Revised Budget (B)	Change Requested
Personnel	\$65,508.00	\$78,908.00	\$13,400.00
Fringe Benefits	\$22,137.24	\$29,296.00	\$7,158.76
Travel	\$0.00	\$0.00	\$0.00
Equipment	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$0.00	\$0.00
Contractual	\$0.00	\$0.00	\$0.00
Other	\$0.00	\$0.00	\$0.00
Total Direct Charges	\$87,645.24	\$108,204.00	\$20,558.76
INDIRECT COST			
Base (\$)	\$0.00	\$0.00	\$0.00
Rate (%)	0.00%	0.00%	0.00%
Indirect Total	\$0.00	\$0.00	\$0.00
PROGRAM INCOME			
Program Income	\$0.00	\$0.00	\$0.00
Other Match	\$0.00	\$0.00	\$0.00
Income Total	\$0.00	\$0.00	\$0.00
LIMITS/RESTRICTIONS			
Advance Limit	\$0.00	\$0.00	\$0.00
Restricted Budget	\$0.00	\$0.00	\$0.00
SUMMARY			
Cost Total	\$87,645.24	\$108,204.00	\$20,558.76
Performing Agency Share	\$0.00	\$0.00	\$0.00
Receiving Agency Share	\$87,645.24	\$108,204.00	\$20,558.76
Total Reimbursements Limit	\$87,645.24	\$108,204.00	\$20,558.76
JUSTIFICATION			

Financial status reports are due: 12/30/2011, 03/30/2012, 07/02/2012, 10/31/2012

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
May 30, 2012

Administrative Information:

City Assigned Grant Number:	81090
Grant Name:	RLSS-Local Public Health System
Grant Effective Date:	9/1/2011-8/31/2012
Grant Provider/Agency:	Texas Department of State Health Services
Original Appropriation Date:	9/27/2011
Original Appropriation-Budget Ordinance:	2011-O0084
Original Grant Acceptance-Resolution:	2011-R0421

Personnel Information:

No. of full-time positions funded w/ grant: 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	\$ 65,508	29,278	94,786	-
Registered Nurse	50,556	24,069	13,418	61,207
Total	\$ 116,064	53,347	108,204	61,207

Budget Information:

Grant Appropriation Detail	Previous Award Amount	Amendment Amount	Total Award Amount
Salaries	\$ 65,508	13,400	78,908
Benefits	22,137	7,159	29,296
Total Appropriation	\$ 87,645	20,559	108,204

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Supplemental #1 to an Interlocal Agreement by and between the City of Dallas, Texas for the Internet Crimes Against Children Task Force Investigation, and related documents. Said Supplemental Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

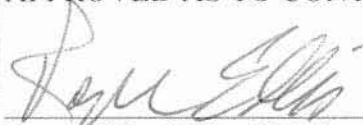
Passed by the City Council this _____ 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Roger Ellis, Police Chief

APPROVED AS TO FORM:



Amy L. Sims
Assistant City Attorney

Supplement 1, Interlocal Agrmnt.res
5.16.12

INTERLOCAL AGREEMENT

CITY OF DALLAS AND THE LUBBOCK POLICE DEPARTMENT

STATE OF TEXAS

COUNTY OF DALLAS

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

WITNESSETH:

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

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

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

WHEREAS, the City of Dallas, for its Police Department, has applied for and received from DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period runs from ~~April 1, 2010 through March 31, 2011~~; and April 1, 2012 through March 31, 2013 x LPD x DPD

WHEREAS, the grant is entitled Internet Crimes Against Children (Grant Number 2010-MC-CX-K037), hereinafter called "Project", and

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

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

I.

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

1. Provide staff and resources to investigate Internet crimes against children within its jurisdiction so as to assist the Internet Crimes Against Children Grant Project in achieving its goals.
2. Accept for investigation Cybertips or other criminal case referrals as may be forwarded from the Dallas Police Department and to adhere to the policies and procedures in the national ICAC Operational and Investigative Standards.
3. On a quarterly basis provide the Dallas Police Department with an activity report describing cases investigated by the Lubbock Police Department.
4. Maintain documentation of all overtime expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person earning overtime, the date(s) worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's hourly and overtime pay rate as appropriate, and a brief explanation of the activity undertaken to earn the overtime. This expenditure report must carry the signature of a Lubbock Police Department official and be supported by departmental payroll records which correspond to the overtime payments. This overtime expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.
5. Maintain documentation of all travel and training expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person travelling or receiving training, the dates and location of travel or training, the exact payment amount to be charged to the Grant, and a brief explanation of the purpose of the travel or training. This expenditure report must carry the signature of a Lubbock Police Department official and be supported by receipts, invoices, or other appropriate documentation. This travel and training expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.
6. Maintain an up-to-date and itemized inventory list of all supplies, equipment, or services purchased by the Lubbock Police Department with funds from the Internet Crimes Against Children Grant. Inventory list entries of major hardware items such as computers, monitors, printers, FAX machines, and the like must also include the brand name and model, serial number, the Lubbock Police Department's property inventory tag number assigned to the specific item, and the current physical location of the property. This inventory list must be supported by receipts, invoices, or other appropriate documentation. The inventory list will be submitted to the Dallas Police Department when requested.

7. Allow the Internet Crimes Against Children Grant Manager or his designate to make one or more on-site visits for the purpose of assessing the compliance of the Lubbock Police Department with the provisions of this Interlocal Agreement and the provisions of Circular A-133 issued by the United States Office of Management and Budget regarding audits of states, local governments, and non-profit organizations.
8. When requested, provide the Dallas Police Department with a copy of the City of Lubbock's most recent Single Audit Report and, if appropriate, a written statement describing any necessary corrective action identified in that Audit Report.

II.

As consideration for the services contracted for herein, the City agrees to reimburse the Lubbock Police Department a sum not to exceed five thousand dollars (\$5,000). This sum is to reimburse the Lubbock Police Department for expenses incurred for overtime, training, travel, and/or equipment as deemed necessary and appropriate by the Lubbock Police Department for its operations to combat Internet-related crimes against children. The Lubbock Police Department may invoice the City for reimbursement of expenses under the terms of this agreement up to four times, but no reimbursement request will be accepted after April 30, 2011. Reimbursement for allowable expenses incurred shall be made by the Dallas Police Department to the Lubbock Police Department as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Lt. C. L. Williams
Dallas Police Department
1400 South Lamar Street, Room 3N061
Dallas, Texas 75215-1815

III.

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

1. It will, to the extent permitted by law, accept liability, under the Worker's Compensation Act, in the event personal injuries occur to its employee(s) while engaged in Project activities.
2. It shall, to the extent permitted by law and during the entire time of participation, maintain sufficient insurance to cover its obligation and liability for its employee(s). This will include, but is not limited to, coverage of the employee and vehicle, while operating a vehicle, where applicable.
3. It may, in lieu of purchasing liability insurance, elect to be self-insured but will be responsible for all risks of loss and actual loss as specified herein.

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

IV.

The term of this Agreement shall be from April 1, 2010 through March 31, 2011. This Agreement may be extended by mutual agreement of the parties hereto, or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

V.

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

If intended for City, to:

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

Copy to:

Mary K. Suhm
City Manager
City of Dallas
1500 Marilla Street
Dallas, Texas 75201

If intended for the
City of Lubbock, to:

Dale Holton
Chief of Police
Lubbock Police Department
916 Texas Avenue
Lubbock, Texas 79401

Copy to:

Lee Ann Dumbauld
City Manager
City of Lubbock
P. O. Box 2000
Lubbock, Texas 79401

VI.

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

VII.

In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VIII.

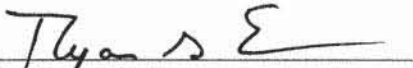
This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.

EXECUTED this 3 day of January, 2010, by the City of Dallas, by and through its duly authorized officials pursuant to City Council Resolution No. 102590, and by the Lubbock Police Department by and through its duly authorized officials. However, the effective date of this Agreement is April 1, 2010.

CITY OF LUBBOCK
Lee Ann Dumbauld, City Manager

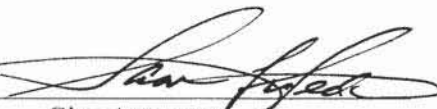
CITY OF DALLAS
Mary K. Suhm, City Manager

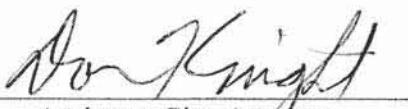
By: 
City Manager

By: 
Ryan S. Evans
First Assistant City Manager

Approved as to Form:
Sam Medina
City Attorney

Approved as to Form:
Thomas P. Perkins, Jr.
City Attorney

By: 
City Attorney

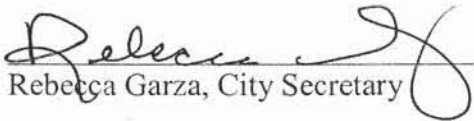
By: 
Assistant City Attorney

CITY OF LUBBOCK



Tom Martin, Mayor

ATTEST:



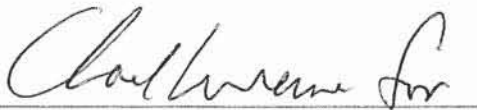
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dale Holton, Chief of Police

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

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

WHEREAS, the services of the Dallas County District Attorney's Office, Tarrant County District Attorney's Office, Potter County District Attorney's Office, Collin County Sheriff's Office, Lubbock Police Department , Arlington Police Department , Garland Police Department , Longview Police Department, Fox Valley/Internet Crimes Training and Technical Assistance Program in , and Dallas Children's Advocacy Center are approved by the execution of Cooperative Working Agreements, and the Fox Valley Technical College sponsor of the Internet Crimes Against Children training session; and

WHEREAS, the 2010 Internet Crimes Against Children Continuation Grant supplement No. 2010-MC-CX-K037, was awarded to the City of Dallas on July 28, 2010; and

WHEREAS, the 2010 Internet Crimes Against Children Continuation Grant supplement No. 2010-MC-CX-K037 was accepted and appropriations and expenditures were authorized by the Dallas City Council on October 13, 2010; and

WHEREAS, execution of the Internet Crimes Cooperative Working Agreements with the Dallas County District Attorney's Office, Tarrant County District Attorney's Office, Potter County District Attorney's Office, Collin County Sheriff's Office, Lubbock Police Department , Arlington Police Department, Garland Police Department , Longview Police Department, Fox Valley/Internet Crimes Training and Technical Assistance Program in, and Dallas Children's Advocacy Center training session, must be authorized by the Dallas City Council;

Now, Therefore,

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

Section 1. That the City Manager be and is hereby authorized to enter into the respective Internet Crimes Cooperative Working Agreements with the Dallas County District Attorney's Office, Tarrant County District Attorney's Office, Potter County District Attorney's Office, Collin County Sheriff's Office, Lubbock Police Department, Arlington Police Department, Garland Police Department, Longview Police Department, Fox Valley/Internet Crimes Training and Technical Assistance Program, and Dallas Children's Advocacy Center training sessions.

Section 2. That the City Controller is hereby authorized to pay:

An amount not the exceed \$14,000 from Fund F411, Department DPD, Unit 2728, Object 3099, and Encumbrance Number PX2728CR11A01, Commodity 95217, Vendor Number 014003 (Dallas County District Attorney's Office);

Section 2. (Continued)

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

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

An amount not to exceed \$7,500 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A04, Commodity 95217, Vendor Number VS0000014264 (Collin County Sheriff's Department);

An amount not to exceed \$5,000 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A06, Commodity 95217, Vendor Number VC0000009161 (Lubbock Police Department);

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

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

An amount not to exceed \$13,500 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A09, Commodity 95217, Vendor Number 516362 (Longview Police Department);

An amount not to exceed \$56,780 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A10, Commodity 95217, Vendor Number VC0000006486 (Fox Valley/internet Crimes Training and Technical Assistance Program);

An amount not to exceed \$13,500 from Fund F411, Department DPD, Unit 2728. Object 3099, and Encumbrance Number PX2728CR11A11, Commodity 95217, Vendor Number 263854 (Dallas Children's Advocacy Center);

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

APPROVED BY
CITY COUNCIL

OCT 13 2010

Andrew W. ...
City Council

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

THIS SUPPLEMENTAL AGREEMENT NO. 1 to that certain INTERLOCAL AGREEMENT BETWEEN CITY OF DALLAS AND CITY OF LUBBOCK POLICE DEPARTMENT executed by the City Manager under the authority of Resolution No. 11-2835, adopted by the City Council on October 26, 2011, ("the Contract"), by and between the CITY OF DALLAS, TEXAS, a Texas municipal corporation, hereinafter called "CITY", and CITY OF LUBBOCK POLICE DEPARTMENT, a Texas municipal corporation, hereinafter called "LUBBOCK POLICE DEPARTMENT", evidences the following:

1. The contract is amended as follows:

The amount of the grant is amended to add an amount not to exceed \$16,000, from \$5000 to \$21,000.

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

EXECUTED this the _____ day of _____, 2011, by CITY, signing by and through its City Manager, duly authorized to execute same by Resolution No. 11-2835, approved on October 26, 2011, and by LUBBOCK POLICE DEPARTMENT, acting through its duly authorized official.

Recommended By:

David O. Brown
David O. Brown, Chief of Police

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

BY Tom Knight
Assistant City Attorney

CITY OF DALLAS
MARY K. SUHM
City Manager

BY _____
Assistant City Manager

LUBBOCK POLICE DEPARTMENT:
ROGER ELLIS, Chief of Police

BY Roger Ellis
Authorized Officer

Lee Ann Dumbauld, City Manager

BY Lee Ann Dumbauld
Authorized Officer

**City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
May 30, 2012**

Administrative Information:

City Assigned Grant Number:	86058
Grant Name:	Internet Crimes Against Children
Grant Effective Date:	4/1/2010
Grant Provider/Agency:	City of Dallas Police Department/Department of Justice
Original Appropriation Date:	12/15/2012
Original Appropriation-Budget Ordinance:	2010-O0088
Original Grant Acceptance-Resolution:	2010-R0599
Amended Grant Award Amount:	\$ 21,000

Budget Information:

	12/15/2012		
	Award	Amendment	Total Award
Grant Appropriation Detail	Amount	Amount	Amount
Training, Equipment, and Operations	\$ 5,000	16,000	21,000
Total Appropriation	\$ 5,000	16,000	21,000

RESOLUTION NO.

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment #7 to a contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs for the American Recovery and Reinvestment Act (ARRA) Weatherization Program, and all related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

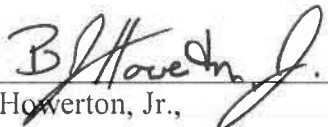
Passed by the City Council this _____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Jr.,
CD/City Bus Liaison

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

Res.CD-ARRA- Amend Weatherization Asst Prog.6.1.12

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NUMBER 16090000668 FOR THE
THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 7

SECTION 1. PARTIES TO CONTRACT

The Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (hereinafter the "Department") and City of Lubbock (hereinafter the "Subrecipient") do hereby contract and agree to amend the contract by and between the parties identified on Department records as Contract Number 16090000668 ("Contract").

SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through January 31, 2012 (hereinafter the "Contract Term").

SECTION 3.

The Contract is amended to revise the contract end date in **SECTION 2. CONTRACT TERM** as identified in its entirety replacing with the following:

"SECTION 2. CONTRACT TERM

The period for performance of this contract, unless earlier terminated, is September 01, 2009 through January 31, 2012 (hereinafter the "Contract Term")."

The Contract is amended by deleting the current **Attachment A – Budget and Performance Document** in its entirety and substituting in lieu thereof the amended **Attachment A – Budget and Performance Document** as attached to this Amendment.

SECTION 4. AGREEMENT

The parties hereto agree that all other terms of the Contract shall remain in effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this amendment. In the event any conflict in terms exists, this amendment shall control, unless it can not be read consistently with the entirety of the contract or is made void by operation of law. Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 5.

This amendment shall be effective on the date of execution of this amendment by the Executive Director of the Texas Department of Housing and Community Affairs.

SECTION 6.

By signing this amendment, the parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein. This amendment shall be binding upon the parties hereto and their respective successors and assigns.

AGREED TO AND EXECUTED BY:

City of Lubbock

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

By:

Date Signed:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
 CONTRACT NUMBER 16090000668 FOR THE
 THE AMERICAN RECOVERY AND REINVESTMENT ACT (ARRA) (CFDA# 81.042)

AMENDMENT NUMBER: 7

ATTACHMENT A - BUDGET AND PERFORMANCE DOCUMENT

SUBRECIPIENT NAME: City of Lubbock

DEPARTMENT FINANCIAL OBLIGATIONS

\$ 1,955,477.97	ARRA FUNDS CURRENTLY AVAILABLE
\$ 18,429.94	TRAINING & TECHNICAL ASSISTANCE FUNDS CURRENTLY AVAILABLE
\$ 1,955,477.97	TOTAL ANTICIPATED ARRA FUNDS
\$ 18,429.94	TOTAL ANTICIPATED TRAINING & TECHNICAL ASSISTANCE FUNDS

Additional funds may be obligated via Amendment(s). Funds may only be obligated and expended during the current contract term. Unexpended fund balances will be recaptured.

BUDGET FOR AVAILABLE ALLOCATIONS ¹

CATEGORIES	DEPARTMENT SHARE
² Administration	\$ 68,832.00
³ Liability / Pollution Occurrence Insurance	\$ 0.00
Fiscal Audit	\$ 2,000.00
Materials / Program Support / Labor	\$ 1,674,498.06
⁴ Health and Safety	\$ 210,147.91
SUB-TOTAL	\$ 1,955,477.97
⁵ Training and Technical Assistance	\$ 18,429.94
TOTAL	\$ 1,973,907.91

FOOTNOTES TO BUDGET FOR AVAILABLE ALLOCATIONS:

¹ Denotes that the subrecipient must request in writing any adjustment needed to a budget category before TDHCA will make any adjustments to the budget categories. The only categories that can be reduced are the Administration, Insurance, Fiscal Audit and/or in the Health and Safety categories. Subrecipients are limited to two (2) requested budget revisions during the current contract term. **Only those written request(s) from the subrecipients received at least 120 days prior to the end of the contract term will be reviewed. TDHCA may decline to review written requests received during the final 90 days of the contract term.**

² Denotes maximum for administration based on 5.00% of the total allowable expenditures excluding travel for training.

³ Denotes \$4,000 for liability insurance and the remaining balance for pollution occurrence insurance.

⁴ Denotes the maximum allowed for Health and Safety expenditures.

⁵ Department approved training / travel only.

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
May 30, 2012

Administrative Information:

City Assigned Grant Number:	82038
Grant Name:	ARRA - WAP - County
Grant Effective Date:	9/1/2009-08/31/2011
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	12/2/2009
Original Appropriation-Budget Ordinance:	2010-O0062
Original Grant Acceptance-Resolution:	2009-R0409

Personnel Information:

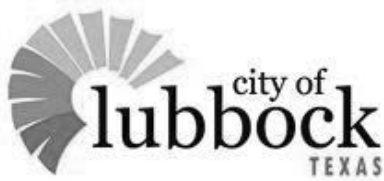
No. of full-time positions funded w /grant: 6

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Receptionist	\$ 22,734	10,124	-	32,858
Account Analyst	60,152	20,982	-	81,134
Program Specialist	34,362	13,793	-	48,155
WAP Specialist	30,451	12,180	-	42,631
Contract Coordinator	56,551	20,476	-	77,027
CD Director	84,163	27,317	-	111,480
Total	\$ 288,413	104,872	-	393,285

Budget Information:

Grant Amendment Detail	Award Amount	5/30/12 Amendment Amount	Total Award Amount
Salaries			
Full-time salaries	\$ 47,060	-	47,060
Benefits	21,772	-	21,772
Other			
Materials/Program Support/Labor	1,725,396	(50,898)	1,674,498
Health and Safety	211,644	(1,496)	210,148
Liability/Pollution Occurrence Insurance	-	-	
Audit	2,000	-	2,000
Training and Travel	22,032	(3,602)	18,430
Total Amendment	\$ 2,029,904	(55,996)	1,973,908

ARRA - American Recovery and Reinvestment Act
CD - Community Development
WAP - Weatherization Assistance Program



Regular City Council Meeting

5. 2.

Meeting Date: 06/07/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 17 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; respecting the Abandoned Motor Vehicle Fund, Fund No. 138; respecting the Criminal Investigation Special Revenue Funds, Fund No. 139 and Fund No. 142; and respecting the Department of Justice Asset Sharing Fund, Fund No. 86004.

Item Summary

- I. Accept and appropriate an additional \$95,258 from the TDHCA for the CSBG, for a total grant appropriation of \$285,776. The grant provides assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient. The funding source for the contract is a pass-through grant from the TDHCA. The actual amount allocated to the City for FY 2012-13 is \$381,035. TDHCA will notify the City as more funds become available. The period of performance is January 1, 2012 through December 31, 2012.
- II. Amend the Abandoned Motor Vehicle Fund by increasing the appropriation by \$100,000, from \$574,720 to \$674,720, for wrecker service charges for towing abandoned vehicles. The revenues in this fund must be used in accordance with provisions in the Texas Transportation Code, Chapter 683, for law enforcement purposes. The additional funding comes from fund balance.
- III. Amend the Criminal Investigation Special Revenue Funds by increasing the appropriation by \$836,603, from \$332,256 to \$1,168,959, for specialized investigative equipment and supplies, computer software and equipment, lab equipment, SWAT equipment, and training and travel expenses. Revenues in this fund are received through court award, when the Police Department confiscates funds during illegal or criminal activity. The revenues in this fund must be used in accordance with provisions in the Texas Code of Criminal Procedure Chapter 59 and related Federal statutes. The additional funding comes from fund balance.
- IV. Amend the Department of Justice Asset Sharing Fund by increasing the appropriation by \$15,827, from \$174,785 to \$190,612, for the purchase of specialized equipment, technology, and other needs of the Police Department through the use of seized assets resulting from Federal investigations. The revenues in this fund must be used in accordance with provisions in the Texas Code of Criminal Procedure Chapter 59 and related Federal statutes. The additional funding comes from fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Budget Amendment 17

Budget Detail Sheet - CSBG Grant

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2011-12 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG), GRANT NO. 82047; RESPECTING THE ABANDONED MOTOR VEHICLE FUND, FUND NO. 138; RESPECTING THE CRIMINAL INVESTIGATION SPECIAL REVENUE FUNDS, FUND NO. 139 AND FUND NO. 142; AND RESPECTING THE DEPARTMENT OF JUSTICE ASSET SHARING FUND, FUND NO. 86004.

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 #17) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$95,258 from the TDHCA for the CSBG, for a total appropriation of \$285,776.
- II. Appropriate an additional \$100,000 for the Abandoned Motor Vehicle Fund, for a total appropriation of \$674,720.
- III. Appropriate an additional \$836,603 for the Criminal Investigation Special Revenue Funds, for a total appropriation of \$1,168,959.
- IV. Appropriate an additional \$15,827 for the Department of Justice Asset Sharing Fund, for a total appropriation of \$190,612.

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

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

AND IT IS SO ORDERED

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

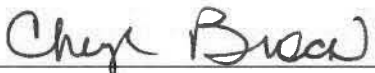
Passed by the City Council on second reading on _____, 2012.

GLEN C. ROBERTSON, 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 Amendment
Existing Grant - Budget Detail
June 7, 2012

Administrative Information:

City Assigned Grant Number:	82047
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2012-12/31/2012
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	3/6/2012
Original Appropriation-Budget Ordinance:	2012-O0016
Original Grant Acceptance-Resolution:	2012-R0098

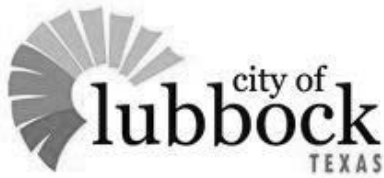
Personnel Information:

No. of full-time positions funded w/ grant: 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Program Specialist	\$ 41,431	21,393	4,700	58,124	-
Account Analyst	60,902	26,668	4,200	83,370	-
Administrative Assistant	22,734	16,247	2,950	36,031	-
CD Director & Citibus Liaison	84,863	33,380	5,750	112,493	-
CD Contract Coordinator	57,251	25,760	4,150	78,861	-
Total	\$ 267,181	123,448	21,750	368,879	-

Budget Information:

	4/26/2012		
Grant Amendment Detail	Award Amount	Amendment Amount	Total Award Amount
Salaries	\$ 29,000	14,500	43,500
Benefits	14,500	7,250	21,750
Travel	1,051	525	1,576
Supplies	1,917	959	2,876
Other	1,664	-	1,664
Audit	1,014	1,250	2,264
Advertising	122	150	272
Indirect Cost	6,000	3,000	9,000
Contractual			-
Catholic Charities, Diocese of Lubbock	99,250	49,624	148,874
South Plains Association of Governments	23,500	11,750	35,250
Catholic Charities CEAP Ops	3,978	2,000	5,978
Lutheran Social Services CEAP Ops	3,480	1,750	5,230
LIFE Run Centers CEAP Ops	1,492	750	2,242
CEAP Household Crisis Inspections	3,550	1,750	5,300
Total Amendment	\$ 190,518	95,258	285,776



Regular City Council Meeting

5.3.

Meeting Date: 06/07/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Ordinance 2012-O0049 Consider an ordinance abandoning and closing a drainage easement, located in Block E-2, Section 16, Lubbock County, Texas, 100th Street and Richmond Avenue.

Item Summary

On May 30, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a drainage easement in Block E-2, Section 16, which is located east of 100th Street and west of Quaker Avenue. The easement is no longer needed due to new development of the area.

Public Works Engineering is in agreement with the closure.

Fiscal Impact

-

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Drainage Easement - 2nd Reading

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT, LOCATED IN BLOCK E-2, SECTION 16, 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 in the attached Exhibit "A"

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

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

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

AND IT IS SO ORDERED.

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


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

GLEN ROBERTSON, 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,Blk E-2, Section 16.ord
5.7.12

EXHIBIT A: SHEET 1 OF 2

FIELD NOTES

BEING a tract or parcel of land situated in the Northeast One-fourth (NE/4) of Section 16, Block E-2, Abstract Number 745, Lubbock County, Texas, and being part of that tract of land as described to Lakeridge Estates South, L.P, as recorded in Volume 6938, Page 276, Real Property Records of Lubbock County, Texas, and being more particularly described as follows:

BEGINNING at a point which bears South 59°31'32" East a distance of 737.73 feet from a 1/2-inch iron rod found at the Southwest corner of Lakeridge Estates of Lubbock, Lots 110-125, an Addition to the City of Lubbock as recorded in Volume 9345, Page 13, Real Property Records of Lubbock County, Texas, also being the most Northerly intersection of the Southerly right-of-way of 99th Street and the Easterly right-of-way line of Savannah Avenue;

THENCE, South 88°11'57" East , a distance of 77.11' to a point for corner;

THENCE, North 01°32'18" East , a distance of 48.00' to a point for corner;

THENCE, South 88°11'57" East , a distance of 48.00' to a point for corner;

THENCE, South 01°32'18" West , a distance of 100.00' to a point for corner;

THENCE, North 88°11'57" West , a distance of 125.35' to a point for corner;

THENCE, North 01°48'03" East , a distance of 52.00' to the **POINT OF BEGINNING**, containing 8,816 square feet or 0.2024 acres of land, more or less.

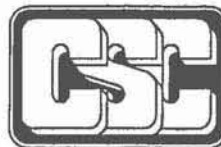


Philip E. Adams
R.P.L.S. No. 5610

Date
12-18-07

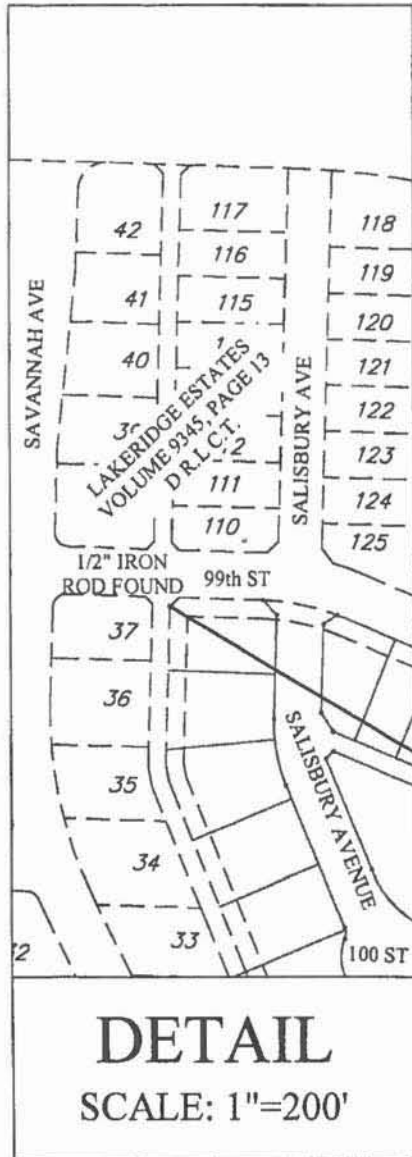
DRAINAGE EASEMENT

BEING
8,816 SQ FT OR 0.2024 ACRES
OUT OF THE
NORTHEAST ONE-FOURTH (NE/4) OF
SECTION 16, BLOCK E-2
ABSTRACT NUMBER 745
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
FEBRUARY 2007

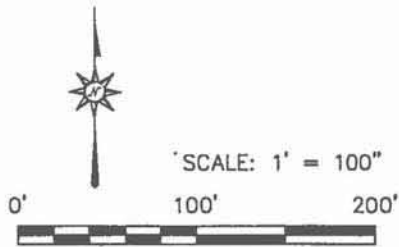


COTTON SURVEYING COMPANY
3030 LBJ Freeway, Suite 910
Dallas, Texas 75234
Phone: (972) 488-0440
Fax: (972) 488-3882

EXHIBIT A: SHEET 2 OF 2

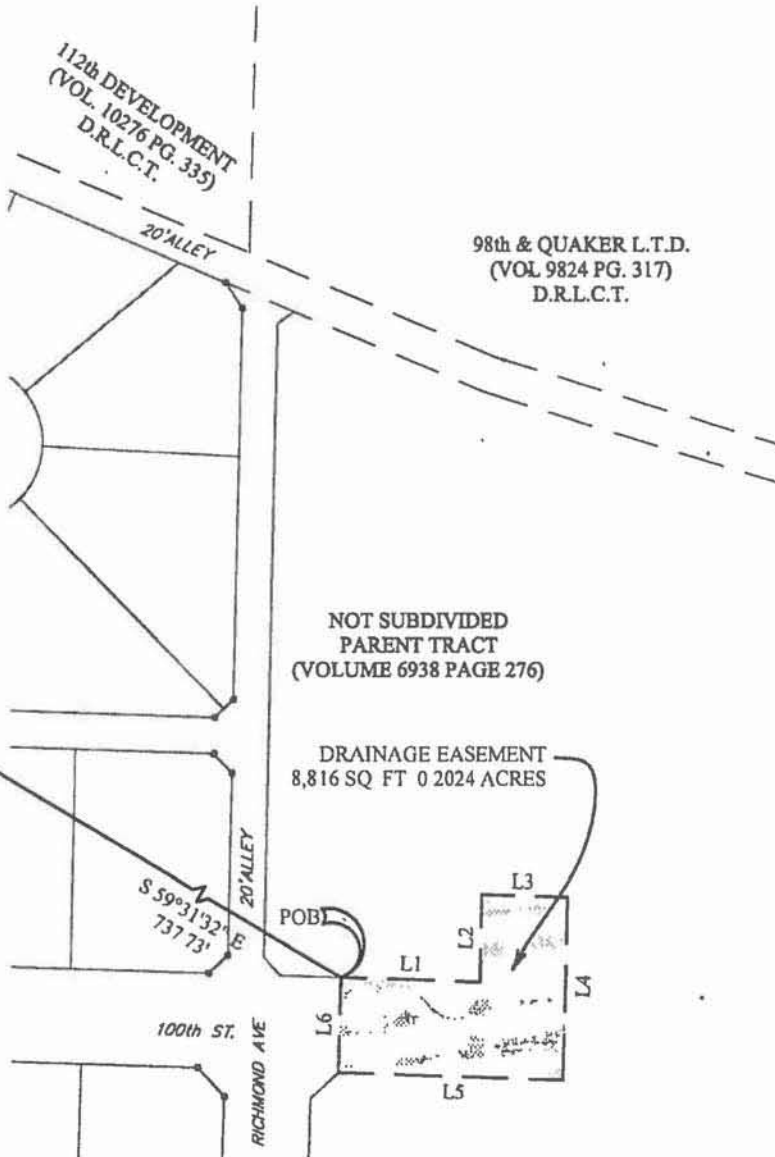


DETAIL
SCALE: 1"=200'



LINE	BEARING	DISTANCE
L1	S 88°11'57" E	77.11'
L2	N 01°32'18" E	48.00'
L3	S 88°11'57" E	48.00'
L4	S 01°32'18" W	100.00'
L5	N 88°11'57" W	125.35'
L6	N 01°48'03" E	52.00'

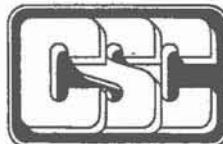
POB = POINT OF BEGINNING



BASIS OF BEARING
BEARINGS ARE BASED ON IRON RODS FOUND PER LAKSIDE ESTATES, PHASE III, RECORDED IN VOLUME 9345, PAGE 13 DEED RECORDS, LUBBOCK COUNTY, TEXAS

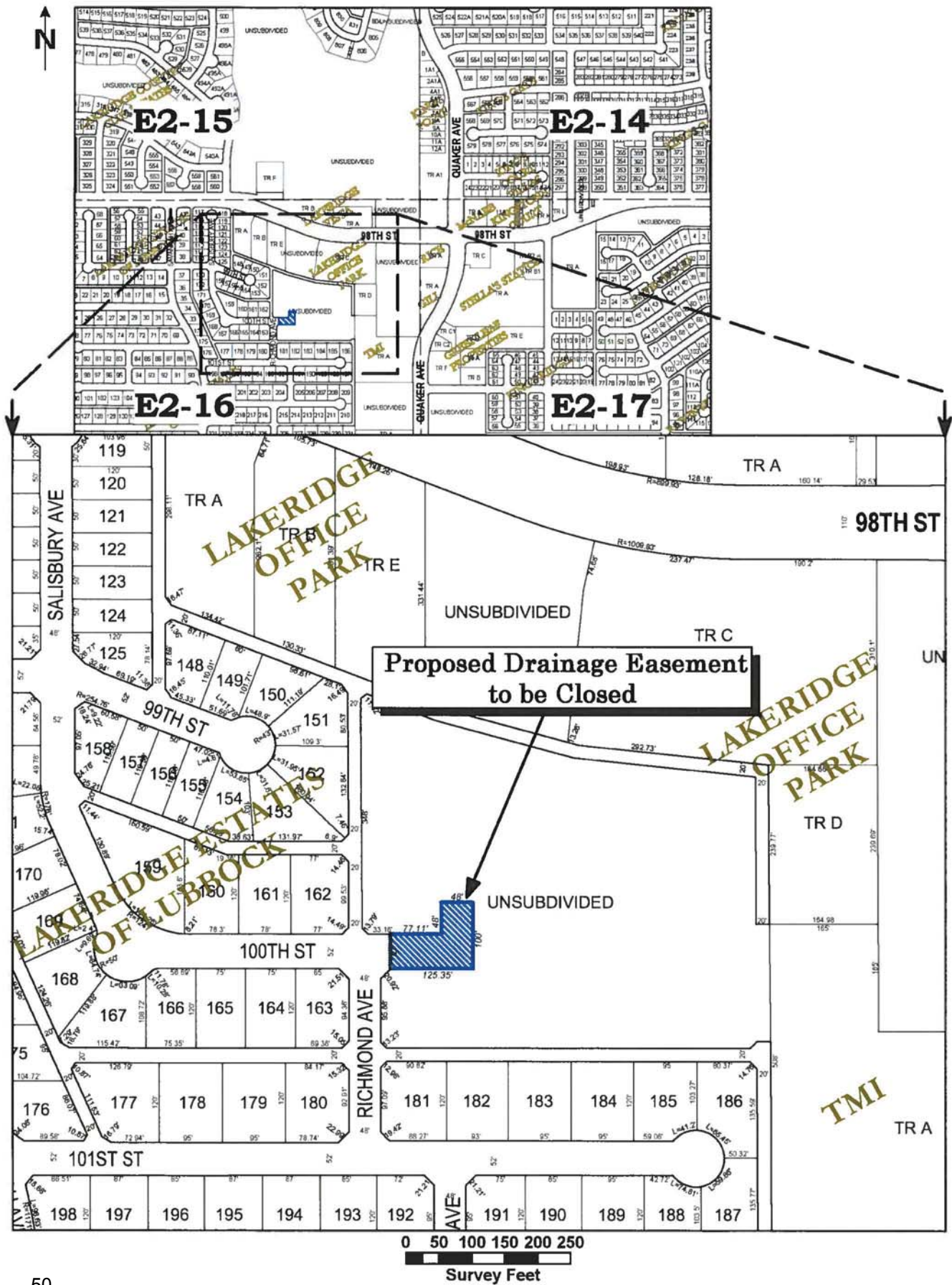
DRAINAGE EASEMENT

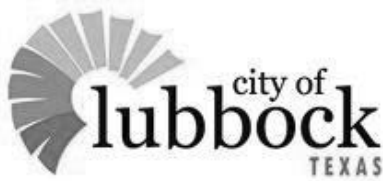
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SECTION 16, BLOCK E-2
ABSTRACT NUMBER 745
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
FEBRUARY 2007



COTTON SURVEYING COMPANY
3030 LBJ Freeway, Suite 910
Dallas, Texas 75234
Phone: (972) 488-0440
Fax: (972) 488-3882

Proposed Closing of Drainage Easement Located East of Richmond Avenue at 100th Street in Section 16, Block E2





Regular City Council Meeting

5. 4.

Meeting Date: 06/07/2012

Information

Agenda Item

Contract Resolution - Public Works Wastewater Treatment: Consider a resolution authorizing the Mayor to execute Contract No. 10827 with Bill Sides to provide 30 TAC Chapter 210 reclaimed water supply for agriculture reuse.

Item Summary

The City of Lubbock Southeast Water Reclamation plant is permitted to treat and dispose of 31.5 million gallons of effluent per day. Currently nine million gallons is the maximum amount of high quality effluent that can be either stream discharged or provided by contract to Xcel Energy. The remaining 22.5 million gallons must be land applied according to City's Texas Commission on Environmental Quality (TCEQ) Wastewater Discharge permit.

Since spring of 1987 the City of Lubbock, through a TCEQ Reclaimed Water Authorization, has been authorized to provide 30 TAC Chapter 210 reclaimed water to adjacent land owners. Reclaimed Water is treated wastewater effluent which is sent to the Lubbock Land Application Site Reservoir. Bill Sides entered into a ten-year contract with the City of Lubbock on December 20, 2001, to use the reclaimed water to irrigate cotton. This contract is a new contract for reclaimed wastewater effluent and has a term of 5½ years.

The water that the City is currently providing for agriculture reuse is classed as Type II a pond system, which is the lowest quality water allowable for reuse. The City does not receive any monetary award for having the 30 TAC Chapter 210 customers; however, having the 30 TAC Chapter 210 users is advantageous for the City. These users allow the City more flexibility on the Lubbock Land Application site for crop rotation, and make more acreage available to the City to apply effluent water. This is exceptionally important during years with above average rainfall. It will allow reclaimed water application without the risk of over-applying to the Lubbock Land Application Site and violating the City's TCEQ Wastewater Discharge Permit.

The wastewater effluent that is available for the 30 TAC Chapter 210 users may, and has on occasion, had disruption of service either due to the reclaimed water not meeting 30 TAC Chapter 210 qualities, or the availability of the water.

Fiscal Impact

There is no monetary award associated with this contract. Without the flexibility of having the contract, the City could be subject to a violation of the City's TCEQ permit, with a potential penalty of as much as \$25,000 per day.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Lubbock Water Advisory Commission

Attachments

Reso and Contract for Bill Sides

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 furnishing of treated wastewater effluent, by and between the City of Lubbock and Bill Sides, and related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2012.

GLEN ROBERTSON, MAYOR

ATTEST:

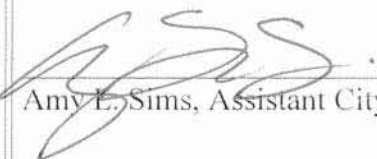
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Amy E. Sims, Assistant City Attorney

res-wastewater.Bill Sides
5.15.12

CITY OF LUBBOCK RECLAIMED WATER
SUPPLY CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

WHEREAS, Bill Sides (the "User") certifies, represents and warrants that he is the owner, or has authorization to enter into this agreement (the "Contract") on behalf of the owner, of the lands described as follows (the "Property"):

Property: A Tract of 188.1 acres of land known generally as Tract Number Seven of the A.H. Baer Estate lands in Lubbock County, Texas and being 93.9 acres out of Section 3, Block I, 12.8 acres out of Section 20, Block S and 61.4 acres out of Section 76, Block A, described by metes and bounds as follows: Beginning at 1¼" iron pipe set for the Southwest corner of this tract which said iron pipe is located 875.25 varas North 89° 42' West and 76.9 varas South 0° 38' East from the Northeast corner of Survey Number Twenty (20), Block S in Lubbock County, Texas; Thence North 0° 38' West at 76.9 varas cross the north line of Section 20, Block S and the South line of Section 76, Block A; at 1027 varas the Northwest corner of this tract in center of public road going east and west; iron pipe on south side of road; Thence South 87° 52' East at 495.05 varas cross the East line of Section 76, Block A and West line of Section 3, Block I; at 1058.25 varas the Northeast corner of this tract in center of public roads going north, south, and west and in the east line of Section 3, Block I; Thence South 0° 26' East 982 varas to the Southeast corner of this tract in center of public road going north and south; in the east line of Section 3, Block I; in the east line of Section 3, Block I, iron pipe on West side of road; Thence North 89° 42' West at 183 varas cross the west line of Section 3, Block I and east line of Section 20, Block S; at 1058.25 varas the place of beginning and containing 188.1 acres, more or less, of land.

WHEREAS, the City of Lubbock (the "City") operates and manages the Southeast Water Reclamation Plant, and the Texas Commission on Environmental Quality (herein called "TCEQ") has the authority to regulate and enforce activities under this Contract regarding the use of Reclaimed Water (herein so called); and,

WHEREAS, the City Council finds that it is a public benefit to the City at this time for the User to receive the Reclaimed Water pursuant to this contract as it is currently excess to the City; and

WHEREAS, User desires to receive from the City, and the City desires to provide to User, to the extent available, Reclaimed Water for the purpose(s), and only the purposes, stated in Section 1.01 of this Contract.

NOW THEREFORE, USER AND CITY CONTRACT AND AGREE AS FOLLOWS:

ARTICLE I USE OF RECLAIMED WATER

1.01 Subject to the terms and conditions hereof, the City shall provide, and User shall receive, Reclaimed Water for, limited to use upon the Property for the purpose of (check all that apply):

- Agricultural irrigation of crops not for human consumption
- Irrigation of crops that will be peeled, skinned, cooked, or thermally processed before human consumption is allowed
- Agricultural irrigation of pastures for grazing of non-milking animals
- Industrial cooling water

1.02 To the extent Reclaimed Water is available; the City shall provide Reclaimed Water to the User on a demand basis only. User expressly agrees and understands that the use of Reclaimed Water contemplated hereby is made on "as available" basis from the City. Further, the City may be required from time to time to cease deliveries of Reclaimed Water to User in the event State dictated quality standards are not met. Nothing in this Contract shall ever be construed to obligate the City to provide Reclaimed Water to the

User.

1.03 The term of this Contract shall be five and one half years (5 1/2) years, commencing on June 7, 2012 and expiring on December 7, 2015.

ARTICLE II

DUTIES OF USER

2.01 Prior to being provided Reclaimed Water, as contemplated herein, User shall submit to the City, certified by a licensed Texas engineer, its' (a) transfer, storage, and irrigation design plan; (b) operation, water balance (or substitute that of the City) and maintenance plan; and (c) contingency spill plan. The plans submitted by User shall be in full and complete compliance with all applicable federal and state statutes, rules, regulations, and local ordinances, including, but not limited to, Title 30, Chapter 210, of the Texas Administrative Code. The plans submitted shall include, at a minimum, i) labeling and separation plan for prevention of cross contamination; (ii) measures to be utilized to prevent unauthorized access to Reclaimed Water facilities; (iii) procedures for monitoring Reclaimed Water transfer and use; (iv) steps the User will initiate to minimize risk of inadvertent human exposure; (v) schedules for routine maintenance; (vi) procedures for employee training and safety precautions relating to Reclaimed Water treatment, distribution and management; and (vii) contingency plan for remedy of system failures, unauthorized discharges, or upsets. The City shall have the authority to review the submitted plans, and may reject said plans, in their sole discretion, if found to be in noncompliance with any applicable federal or state statute, rule, regulation or local ordinance, the terms of this Contract, or for any reason deemed material in the sole discretion of the City. Notwithstanding the right of the City to inspect the plans submitted by the User, the City shall in no event be responsible for the User's failure to comply with all applicable federal and state statutes, rules, regulations, and/or local ordinances, and all terms and provisions of this Contract.

2.02 The User shall transport, distribute, irrigate and/or otherwise utilize the Reclaimed Water supplied by the City as contemplated by this Contract, in accordance with all applicable

federal and state statutes, rules and regulations and all local ordinances, as same may be amended, including but not limited to, Title 30, Chapter 210 of the Texas Administration Code. In the event that User shall fail to comply with same, the City may immediately terminate non-compliant Reclaimed Water use.

- 2.03 The User shall not transport, distribute, irrigate and/or otherwise utilize Reclaimed Water for any purpose other than the purpose(s) stated in Section 1.01 of this Contract. The sale of Reclaimed Water received from the City to a third party is strictly prohibited and void.
- 2.04 The User shall be responsible for any and all costs associated with the delivery of Reclaimed Water to the Property, including, but not limited to (i) meter installation; (ii) taps, and/or extending distribution lines from the City's trunkline to the Property; (iii) plan, facility and irrigation design review; and (iv) repairs performed by the City to the User's distribution facilities. Notwithstanding anything to the contrary herein, the City shall in no event repair, or be responsible for making any repairs, to the User's above-ground irrigation system(s).
- 2.05 The User shall insure that (i) Reclaimed Water overflow, crop stress and undesirable soil contamination by a salt does not occur; (ii) the irrigation site must be maintained with a vegetative cover or be under cultivation during all times when Reclaimed Water is being applied; (iii) there shall be no application of Reclaimed Water when the ground is frozen or saturated; (iv) there shall be no spray and/or any other application of any kind or type upon areas outside the designated irrigation area; (v) irrigation operations shall be managed in a manner to minimize the inadvertent contact of Reclaimed Water with humans; and (vi) irrigation practices shall not produce incidental ponding or standing water, except in cases wherein local farming conditions, the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems and patterns, there will be standing water.

2.06 The User has made an independent evaluation of the Reclaimed Water, and the uses thereof, as contemplated by this Contract, and acknowledges that the City has made no statements or representations concerning the availability of Reclaimed Water, quality of the Reclaimed Water, or present or future value of any anticipated income or profits to be derived from the Reclaimed Water and/or the uses thereof and THAT THE CITY, ITS AGENTS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, VALUE, QUALITY, QUANTITY, OR AVAILABILITY OF RECLAIMED WATER, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF THE RECLAIMED WATER. USER FURTHER ACKNOWLEDGES THAT, IN ENTERING INTO THIS CONTRACT, USER HAS RELIED SOLELY UPON ITS INDEPENDENT EXAMINATION OF THE RECLAIMED WATER AND THE USES THEREOF, AS CONTEMPLATED BY THIS CONTRACT, AND ITS INDEPENDENT ESTIMATES, COMPUTATIONS, EVALUATIONS, REPORTS AND STUDIES BASED THEREON.

2.07 THE USER RELEASES FOR THEMSELVES, PERSONAL REPRESENTATIVES, HEIRS, DEVISEES, SUCCESSORS AND ASSIGNEES, THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, FROM ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANYWAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

2.08 THE USER SHALL INDEMNIFY, REIMBURSE AND HOLD THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANY WAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

2.09 The User shall not allow the creation and/or continuation of any nuisance condition resulting from the distribution, use, and/or the storage of Reclaimed Water, and the User is responsible for abating, in its entirety, any such nuisance or condition.

2.10 The User shall not utilize the Reclaimed Water in any way that degrades, or has the potential of degrading, ground water quality to a degree adversely affecting its actual or potential uses.

2.11 Reclaimed Water managed in ponds for storage must be prevented from discharge into waters of the state, except for discharges directly resulting from rainfall events. All other discharges are unauthorized. If an unauthorized overflow occurs causing discharge into or adjacent to waters of the state, the User shall report the non-compliance, in writing, to the City, the TCEQ regional office and the TCEQ Austin office, Water Enforcement Section (MC 149), within five (5) working days of becoming aware of the overflow. A written submission shall contain a description of (i) the non-compliance

and its cause; (ii) the potential danger to human health or safety, or the environment; (iii) the period of non-compliance, including exact dates and times; (iv) if the non-compliance has not been corrected, the anticipated time it is expected to continue; and, (v) steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance, and to mitigate its adverse affects.

ARTICLE III

MISCELLANEOUS

3.01 This Contract shall be governed by and interpreted according to the laws of the State of Texas, without regard to conflict of law rules that would direct application of the laws of another jurisdiction. Venue for any and all actions concerning this Contract, and/or the activities contemplated thereby, shall exclusively lie in Lubbock County, Texas.

3.02 This Contract, including all exhibits attached hereby or made apart of hereof, if any, constitute the entire agreement between the City and the User, and supersedes all prior agreements, understandings and negotiations and discussions whether oral or written, of the parties. No supplement, amendment, alteration, modification, waiver or termination with this Contract shall be binding unless executed in writing by the parties hereto.

3.03 No waiver of any provision of this Contract shall be deemed to cause a waiver of any other provisions hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

3.04 If any term or other provision of this Contract is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Contract shall nevertheless remain in full force so long as the economic or legal substance of the transactions contemplated hereby are not affected in a material adverse manner with respect to either party.

3.05 This Contract is not intended to create, nor shall it be construed to create, any rights of

any third party under doctrines concerning third party beneficiaries.

3.06 Neither party hereto shall assign this Contract, or any other rights or obligations hereunder, without the prior written consent of the other party and any assignment made without such consent shall be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

3.07 In the event User shall not comply with any provision hereof, the City may immediately terminate this Contract and exercise any and all rights and remedies available to it by law, equity contract or otherwise. In any event, this Contract may be terminated by the User or City upon ninety (90) days written notice to the non-terminating party. For the purposes hereof, notice shall be deemed delivered when deposited in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed, if to the City; Attention: Marsha Reed, P.O. Box 2000, Lubbock, Texas 79457 and if to User; Bill Sides, Rt 1 Box 210, Lubbock, Texas 79401.

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

ARTICLE IV SPECIAL PROVISIONS

4.01 By her execution below, Ione Sides, owner of the Property, herein acknowledges that she has read this Contract, understands all of the terms hereof and expressly consent to the use of Reclaimed Water, as set forth herein, on the Property.

Executed this _____ day of _____, 2012.

City of Lubbock:

Glen Robertson , Mayor

User:

Bill Sides
Bill Sides

Approved as to Content:

Marsha Reed
Marsha Reed, Chief Operations Officer

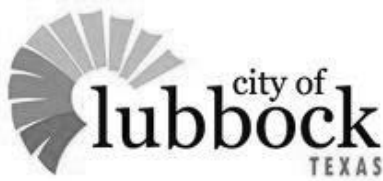
Owner:

Ione Sides
Ione Sides

Approved as to Form:

Amy Sims
Amy Sims, Attorney

By Bill Sides, Agent and Attorney
in-fact
for Ione Sides



Regular City Council Meeting

5. 5.

Meeting Date: 06/07/2012

Information

Agenda Item

Contract Resolution - Public Works Wastewater Treatment: Consider a resolution authorizing the Mayor to execute Contract No. 10828 with Fred Jones and Bayer CropScience, L.P. to provide 30 TAC Chapter 210 reclaimed water supply for agriculture reuse.

Item Summary

The City of Lubbock Southeast Water Reclamation plant is permitted to treat and dispose of 31.5 million gallons of effluent per day. Currently nine million gallons is the maximum amount of high quality effluent that can be either stream discharged or provided by contract to Xcel Energy. The remaining 22.5 million gallons must be land applied according to City's Texas Commission on Environmental Quality (TCEQ) Wastewater Discharge permit.

Since spring of 1987 the City of Lubbock, through a TCEQ Reclaimed Water Authorization, has been authorized to provide 30 TAC Chapter 210 reclaimed water to adjacent land owners. Reclaimed Water is treated wastewater effluent which is sent to the Lubbock Land Application Site Reservoir. Fred Jones and Bayer CropScience, L.P. entered into a ten-year contract with the City of Lubbock on December 20, 2001, to use the reclaimed water to irrigate cotton. This contract is a new contract for reclaimed wastewater effluent and has a term of 5½ years.

The water that the City is currently providing for agriculture reuse is classed as Type II a pond system, which is the lowest quality water allowable for reuse. The City does not receive any monetary award for having the 30 TAC Chapter 210 customers; however, having the 30 TAC Chapter 210 users is advantageous for the City. These users allow the City more flexibility on the Lubbock Land Application site for crop rotation, and makes more acreage available to the City to apply effluent water. This is exceptionally important during years with above average rainfall. It will allow reclaimed water application without the risk of over applying to the Lubbock Land Application Site and violating the City's TCEQ Wastewater Discharge Permit.

The wastewater effluent that is available for the 30 TAC Chapter 210 users may, and has on occasion, had disruption of service either due to the reclaimed water not meeting 30 TAC Chapter 210 qualities, or the availability of the water.

Fiscal Impact

There is no monetary value associated with this contract. Without the flexibility of having the contract, the City could be subject to a violation of the City's TCEQ permit, with a potential penalty of as much as \$25,000 per day.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Lubbock Water Advisory Commission

Attachments

Reso and Contract Jones

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 furnishing of treated wastewater effluent, by and between the City of Lubbock and Fred Jones and Bayer CropScience, L.P., and related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2012.

GLEN ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

res-wastewater.Fred Jones.
5.15.12

CITY OF LUBBOCK RECLAIMED WATER
SUPPLY CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

WHEREAS, Fred Jones (the "User") certifies, represents and warrants that he is the owner, or has authorization to enter into this agreement (the "Contract") on behalf of the owner, of the lands described as follows (the "Property"):

Property A: Southwest 90 acres of Block A, Section 76, Tr 6-A-2

Property B: 290 acres, more or less, being a part of 317.924 acres, more or less, as described in that certain Deed dated February 25, 1980, from Joseph Franklin Gray, *et al* to Stoneville Pedigreed Seed Company, recorded in Volume 1680, Page 99, Deed Records, Lubbock County, Texas.

WHEREAS, the City of Lubbock (the "City") operates and manages the Southeast Water Reclamation Plant, and the Texas Commission on Environmental Quality (herein called "TCEQ") has the authority to regulate and enforce activities under this Contract regarding the use of Reclaimed Water (herein so called); and,

WHEREAS, the City Council finds that it is a public benefit to the City at this time for the User to receive the Reclaimed Water pursuant to this contract as it is currently excess to the City; and

WHEREAS, User desires to receive from the City, and the City desires to provide to User, to the extent available, Reclaimed Water for the purpose(s), and only the purposes, stated in Section 1.01 of this Contract.

NOW THEREFORE, USER AND CITY CONTRACT AND AGREE AS FOLLOWS:

ARTICLE I USE OF RECLAIMED WATER

1.01 Subject to the terms and conditions hereof, the City shall provide, and User shall receive, Reclaimed Water for, limited to use upon the Property for the purpose of (check all that apply):

- Agricultural irrigation of crops not for human consumption
- Irrigation of crops that will be peeled, skinned, cooked, or thermally processed before human consumption is allowed
- Agricultural irrigation of pastures for grazing of non-milking animals
- Industrial cooling water

1.02 To the extent Reclaimed Water is available; the City shall provide Reclaimed Water to the User on a demand basis only. User expressly agrees and understands that the use of Reclaimed Water contemplated hereby is made on "as available" basis from the City. Further, the City may be required from time to time to cease deliveries of Reclaimed Water to User in the event State dictated quality standards are not met. Nothing in this Contract shall ever be construed to obligate the City to provide Reclaimed Water to the User.

1.03 The term of this Contract shall be five and one half years (5 1/2) years, commencing on June 7, 2012 and expiring on December 7, 2015.

ARTICLE II DUTIES OF USER

2.01 Prior to being provided Reclaimed Water, as contemplated herein, User shall submit to the City, certified by a licensed Texas engineer, its' (a) transfer, storage, and irrigation design plan; (b) operation, water balance (or substitute that of the City) and maintenance plan; and (c) contingency spill plan. The plans submitted by User shall be in full and complete compliance will all applicable federal and state statutes, rules, regulations, and local ordinances, including, but not limited to, Title 30, Chapter 210, of the Texas Administrative Code. The plans submitted shall include, at a minimum, i) labeling and separation plan for prevention of cross contamination; (ii) measures to be utilized to

prevent unauthorized access to Reclaimed Water facilities; (iii) procedures for monitoring Reclaimed Water transfer and use; (iv) steps the User will initiate to minimize risk of inadvertent human exposure; (v) schedules for routine maintenance; (vi) procedures for employee training and safety precautions relating to Reclaimed Water treatment, distribution and management; and (vii) contingency plan for remedy of system failures, unauthorized discharges, or upsets. The City shall have the authority to review the submitted plans, and may reject said plans, in their sole discretion, if found to be in noncompliance with any applicable federal or state statute, rule, regulation or local ordinance, the terms of this Contract, or for any reason deemed material in the sole discretion of the City. Notwithstanding the right of the City to inspect the plans submitted by the User, the City shall in no event be responsible for the User's failure to comply with all applicable federal and state statutes, rules, regulations, and/or local ordinances, and all terms and provisions of this Contract.

2.02 The User shall transport, distribute, irrigate and/or otherwise utilize the Reclaimed Water supplied by the City as contemplated by this Contract, in accordance with all applicable federal and state statutes, rules and regulations and all local ordinances, as same may be amended, including but not limited to, Title 30, Chapter 210 of the Texas Administration Code. In the event that User shall fail to comply with same, the City may immediately terminate non-compliant Reclaimed Water use.

2.03 The User shall not transport, distribute, irrigate and/or otherwise utilize Reclaimed Water for any purpose other than the purpose(s) stated in Section 1.01 of this Contract. The sale of Reclaimed Water received from the City to a third party is strictly prohibited and void.

2.04 The User shall be responsible for any and all costs associated with the delivery of Reclaimed Water to the Property, including, but not limited to (i) meter installation; (ii) taps, and/or extending distribution lines from the City's trunkline to the Property; (iii) plan, facility and irrigation design review; and (iv) repairs performed by the City to the

User's distribution facilities. Notwithstanding anything to the contrary herein, the City shall in no event repair, or be responsible for making any repairs, to the User's above-ground irrigation system(s).

2.05 The User shall insure that (i) Reclaimed Water overflow, crop stress and undesirable soil contamination by a salt does not occur; (ii) the irrigation site must be maintained with a vegetative cover or be under cultivation during all times when Reclaimed Water is being applied; (iii) there shall be no application of Reclaimed Water when the ground is frozen or saturated; (iv) there shall be no spray and/or any other application of any kind or type upon areas outside the designated irrigation area; (v) irrigation operations shall be managed in a manner to minimize the inadvertent contact of Reclaimed Water with humans; and (vi) irrigation practices shall not produce incidental ponding or standing water, except in cases wherein local farming conditions, the accepted irrigation delivery systems and cropping patterns are such that, as an unavoidable consequence of such conditions, systems and patterns, there will be standing water.

2.06 The User has made an independent evaluation of the Reclaimed Water, and the uses thereof, as contemplated by this Contract, and acknowledges that the City has made no statements or representations concerning the availability of Reclaimed Water, quality of the Reclaimed Water, or present or future value of any anticipated income or profits to be derived from the Reclaimed Water and/or the uses thereof and THAT THE CITY, ITS AGENTS, OFFICERS, EMPLOYEES, OR REPRESENTATIVES MAKE NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, VALUE, QUALITY, QUANTITY, OR AVAILABILITY OF RECLAIMED WATER, MERCHANTABILITY, OR FITNESS FOR PURPOSE OF THE RECLAIMED WATER. USER FURTHER ACKNOWLEDGES THAT, IN ENTERING INTO THIS CONTRACT, USER HAS RELIED SOLELY UPON ITS INDEPENDENT EXAMINATION OF THE RECLAIMED WATER AND THE USES THEREOF, AS CONTEMPLATED BY THIS CONTRACT, AND ITS

INDEPENDENT ESTIMATES, COMPUTATIONS, EVALUATIONS, REPORTS AND STUDIES BASED THEREON.

2.07 THE USER RELEASES FOR THEMSELVES, PERSONAL REPRESENTATIVES, HEIRS, DEVISEES, SUCCESSORS AND ASSIGNEES, THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES AND/OR REPRESENTATIVES, FROM ANY AND ALL LOSSES, LAWSUITS, EXPENSES, COSTS, PENALTIES, FINES, CLAIMS, DAMAGES, LIABILITIES AND CAUSES OF ACTION OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES OR EXPENSES INCURRED IN CONNECTION WITH, RELATED TO, INCIDENT TO, OR ARISING OUT OF, IN ANYWAY, MANNER OR FORM, DIRECTLY OR INDIRECTLY, FROM THE ACTIVITIES CONTEMPLATED BY THIS CONTRACT (COLLECTIVELY, THE "CLAIMS"), INCLUDING, BUT NOT LIMITED TO, CLAIMS OF ANY KIND OR NATURE, ARISING OR ALLEGEDLY ARISING, OUT OF ANY NEGLIGENT ACT OR OMISSION OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR REPRESENTATIVES.

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- 2.09 The User shall not allow the creation and/or continuation of any nuisance condition resulting from the distribution, use, and/or the storage of Reclaimed Water, and the User is responsible for abating, in its entirety, any such nuisance or condition.
- 2.10 The User shall not utilize the Reclaimed Water in any way that degrades, or has the potential of degrading, ground water quality to a degree adversely affecting its actual or potential uses.
- 2.11 Reclaimed Water managed in ponds for storage must be prevented from discharge into waters of the state, except for discharges directly resulting from rainfall events. All other discharges are unauthorized. If an unauthorized overflow occurs causing discharge into or adjacent to waters of the state, the User shall report the non-compliance, in writing, to the City, the TCEQ regional office and the TCEQ Austin office, Water Enforcement Section (MC 149), within five (5) working days of becoming aware of the overflow. A written submission shall contain a description of (i) the non-compliance and its cause; (ii) the potential danger to human health or safety, or the environment; (iii) the period of non-compliance, including exact dates and times; (iv) if the non-compliance has not been corrected, the anticipated time it is expected to continue; and, (v) steps taken or planned to reduce, eliminate, and prevent recurrence of the non-compliance, and to mitigate its adverse affects.

ARTICLE III

MISCELLANEOUS

- 3.01 This Contract shall be governed by and interpreted according to the laws of the State of Texas, without regard to conflict of law rules that would direct application of the laws of another jurisdiction. Venue for any and all actions concerning this Contract, and/or the activities contemplated thereby, shall exclusively lie in Lubbock County, Texas.
- 3.02 This Contract, including all exhibits attached hereby or made a part of hereof, if any, constitute the entire agreement between the City and the User, and supersedes all prior

agreements, understandings and negotiations and discussions whether oral or written, of the parties. No supplement, amendment, alteration, modification, waiver or termination with this Contract shall be binding unless executed in writing by the parties hereto.

3.03 No waiver of any provision of this Contract shall be deemed to cause a waiver of any other provisions hereof, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

3.04 If any term or other provision of this Contract is invalid, illegal or incapable of being enforced under any rule of law, all other conditions and provisions of this Contract shall nevertheless remain in full force so long as the economic or legal substance of the transactions contemplated hereby are not affected in a material adverse manner with respect to either party.

3.05 This Contract is not intended to create, nor shall it be construed to create, any rights of any third party under doctrines concerning third party beneficiaries.

3.06 Neither party hereto shall assign this Contract, or any other rights or obligations hereunder, without the prior written consent of the other party, and any assignment made without such consent shall be void. Except as otherwise provided herein, this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assignees.

3.07 In the event User shall not comply with any provision hereof, the City may immediately terminate this Contract and exercise any and all rights and remedies available to it by law, equity contract or otherwise. In any event, this Contract may be terminated by the User or City upon ninety (90) days written notice to the non-terminating party. For the purposes hereof, notice shall be deemed delivered when deposited in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed, if to the City; Attention: Marsha Reed, P.O. Box

2000, Lubbock, Texas 79457 and if to User; Fred Jones, 301 Erskine Lubbock, Texas 79403.

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

ARTICLE IV SPECIAL PROVISIONS


4.01 By their execution below, Bayer CropScience LP, owner of the Property, B and Fred Jones owner of the Property A, herein acknowledges that they have read this Contract, understands all of the terms hereof and expressly consent to the use of Reclaimed Water, as set forth herein, on the Property.

Executed this _____ day of _____, 2012.

City of Lubbock:

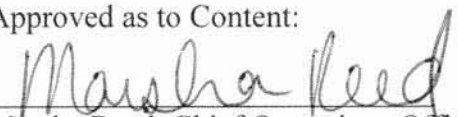
Glen Robertson , Mayor

User/Owner:



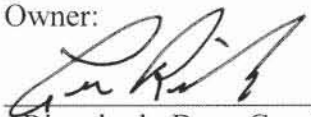
Fred Jones

Approved as to Content:



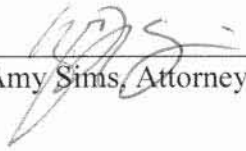
Marsha Reed, Chief Operations Officer

Owner:

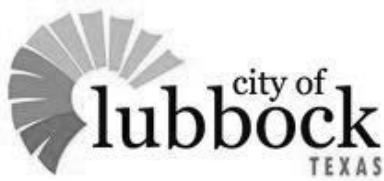


Lee Rivenbark, BayerCropScience LP

Approved as to Form:



Amy Sims, Attorney



Regular City Council Meeting

5. 6.

Meeting Date: 06/07/2012

Information

Agenda Item

Contract Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 10393 with Allen Butler Construction, Inc., for concrete paving for Citizen's Convenience Stations, BID 12-10393-CI.

Item Summary

The contract is for the concrete paving of two new drop-off stations which will serve the citizens in the Northwest and Southwest sections of the City, located at North Quaker Avenue and Adrian Street, and Milwaukee Avenue and 76th Street. Citizen's Convenience Stations will offer residents the opportunity to properly dispose of residential waste including used bulky household furniture, used appliances, yard brush, and recycling items accepted in the City's Recycling Program. Stations are open Monday through Saturday, 8:00 a.m. to 5:30 p.m., except for City holidays.

Bids were received from the following companies:

J.R.'s Landscaping and Sprinkler Systems, Inc., of Lubbock, TX	\$494,190
Allen Butler Construction, Inc., of Ransom Canyon, TX	496,780
West Texas Paving, Inc., of Lubbock, TX	535,995

The bid award for this agenda item is awarded by unit price. The total amount of the award is estimated and actual expenditures may be more or less depending on actual needs. The price per unit will not change.

Pursuant to Texas Local Government Code 252.043, Award of Contract, the City awards contracts to bidders that provide goods or services to the City at best value. The City determines the best value by taking into consideration the ability, capacity, skill, and financial resources to perform the work or provide the service required; the ability of the bidder to perform the work or provide the services promptly or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience, and efficiency of the bidder; the quality of performance of previous contracts or services; and the safety record of the Contractor and proposed Sub-Contractors.

On March, 10, 2009, J.R.'s Landscaping and Sprinkler Systems, Inc., of Lubbock, Texas was awarded contract 8891 for Concrete Flat Work at Park Pavilions, in the amount of \$120,000. The Parks Department was notified by Insite Amenities, L.P. of Fort Worth, Texas, a supplier of goods for the project, that they had not been paid by J.R.'s Landscaping and Sprinkler Systems, Inc. On December 2010, Insite Amenities, LP filed a breach of payment with the Lubbock County Court. The City issued final payment to J.R.'s Landscaping and Sprinkler Systems in February 3, 2011. According to the Contract No. 8891, the City of Lubbock reserves the right, prior to final acceptance of the project to require the Contractor to execute an affidavit that all bills for labor, materials and incidentals incurred in the construction of the Concrete Flatwork contemplated by the contract documents have been paid in full and that there are no claims pending, of which the Contractor has been notified.

On December 10, 2010, J.R.'s Landscaping and Sprinkler Systems, Inc., of Lubbock, Texas was awarded contract 9852 for the Fence Repair at Lake Alan Henry, in the amount of \$18,000. The contract was executed on December

20, 2010. Construction time was (10) ten days. The department met the contractor on site on January 5, 2011 to start the project. On March 25, 2011, the department called Mr. Ramirez to find out when he would be able to start the project. Purchasing issued a Notice to Proceed on May 24, 2011, with a start date of June 6, 2011. Mr. Ramirez responded that he needed until June 15, 2011. This project was never completed.

On December 13, 2010, J.R.'s Landscaping and Sprinkler Systems, Inc., of Lubbock, Texas was awarded contract 9836 for Irrigation Line Replacement at Hoel and Lopez Parks, in the amount of \$17,510. Construction time was 60 days. The time for completion expired on February 18, 2010. The vendor performance file is available in the Purchasing Department.

Staff recommends contract award to the lowest responsible bidder, Allen Butler Construction, Inc., of Ransom Canyon, Texas, for \$496,780. Time completion is 68 working days, and liquidated damages are \$100 per working day.

Fiscal Impact

\$180,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009. \$150,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

Funding for additional cost is from the Solid Waste cost center.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Citizens Convenience Stations

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. 10393 for concrete paving for Citizens Convenience Stations, by and between the City of Lubbock and Allen Butler Construction, Inc. of Ransom Canyon, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Allen Butler
May 21, 2012

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: 5-17-12

ITB 12-10393-CI, Concrete Paving for Citizen's Convenience Stations

Bid of Allen Butler Const., Inc (hereinafter called Bidder)

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

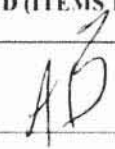
Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of Concrete Paving for Citizen's Convenience Stations, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	6" Portland cement concrete paving, City of Lubbock Class C Concrete, all earthwork, slope transition, subgrade preparation, tie bars, reinforcement, monolithic curb and gutter, concrete drainage block, tining equipment, backfill and grading behind curb, and all necessary incidentals to complete the work, furnished and installed.	SY	8,550	\$ 53 ⁰⁰	\$ 453,150 ⁰⁰
2	6" Portland cement concrete paving, City of Lubbock Class A concrete, used in standard City of Lubbock driveways including all ditch grading, subgrade preparation, curbing, reinforcement, jointing and sealing, and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	SY	135	\$ 64 ⁰⁰	\$ 8,640 ⁰⁰
3	Two-sack cement flowable fill to be used as directed by engineer furnished and installed.	CY	5	\$ 100 ⁰⁰	\$ 500 ⁰⁰
4	Remove and legally dispose of existing concrete slabs, including valley gutters, curb and gutter, and sidewalks including integral curbing, steel, sawing, and all necessary incidentals to complete the work, complete, and in place.	SY	20	\$ 45 ⁰⁰	\$ 900 ⁰⁰
5	Removal of existing asphalt surface (caliche base to be reused for fill) and all necessary incidentals to complete the work.	SY	230	\$ 5 ⁰⁰	\$ 1,150 ⁰⁰
6	Remove and legally dispose of existing trees, including sawing, pulling, backfill, and all necessary incidentals to complete the work, per each.	EA	2	\$ 500 ⁰⁰	\$ 1,000 ⁰⁰

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
7	HPTRM, High performance turf reinforcement mat, including all subgrade preparation, materials, pins, channel excavation, installation and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	SY	260	\$ 39. ⁷²	\$ 10,327. ²⁰
8	Seeding, including supplying seeds, planting, watering to establish growth, fertilizer, installation under HPTRM, and all necessary incidentals to complete the work.	SY	190	\$ 15. ⁷⁸	\$ 2,998. ²⁰
9	Storm Water Pollution Prevention Plan, including Storm Water Review application, Storm Water Pollution Prevention Plan, inspections, record keeping, maintenance, silt fences, hay bales, sand bags, and diversion swales and any other measures and incidentals required for compliance with TPDES permit.	EA	2	\$ 9,057. ⁵⁰	\$ 18,115. ⁰⁰
TOTAL BASE BID (ITEMS 1-9)					\$ 496,780. ⁴⁰

 Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **SIXTY-EIGHT (68) WORKING DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **ONE-HUNDRED DOLLARS (\$100)** for each working day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of SIXTY (60) calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

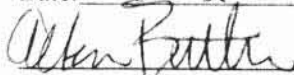
Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him

AB Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of 500 Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 5-17-12

 Authorized Signature
Allen Butler
 (Printed or Typed Name)

Allen Butler Const. Inc
 Company
24 S Lakeshore Drive
 Address
Ransom Canyon , Lubbock
 City, County
Texas , 79366
 State Zip Code
 Telephone: 806 - 745-7498
 Fax: 806 - 745-7527

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2602051
 EMAIL: agilmore@allenbutler.net

(Seal if Bidder is a Corporation)

ATTEST:

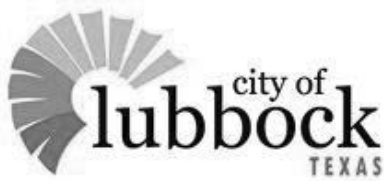
 Secretary

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)



Regular City Council Meeting

5.7.

Meeting Date: 06/07/2012

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute job order Contract 12-10741-JOC with Minnix Commercial Partners, LTD., for renovations to the landfill office and building.

Item Summary

The job order contract involves remodel of the North Avenue P Landfill Office. The scope of work is included in the back-up.

The \$28,580 contract with Minnix Commercial Partners, LTD., of Lubbock, Texas, is made through BuyBoard Contract No. Area I - 1 MCP - Option 1, using an electronic system known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contracts are based on a catalog of pre-priced construction tasks for all divisions of construction. Texas Government Code 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

Fiscal Impact

Funding is appropriated in Solid Waste operating budget with \$28,580 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Scott Snider, Assistant City Manager

Attachments

[Resolution & Contract - Minnix - Landfill Office Remodel.pdf](#)

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. 12-10741-JOC for renovations to the landfill office and building, by and between the City of Lubbock and Minnix Commercial Partners, 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.

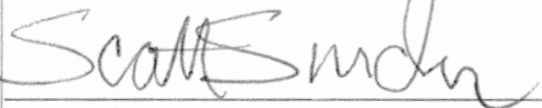
Passed by the City Council on _____.

GLEN ROBERTSON, MAYOR

ATTEST:

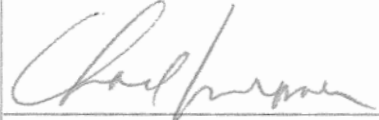
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Minnix Commercial
May 10, 2012

Work Order Signature Document

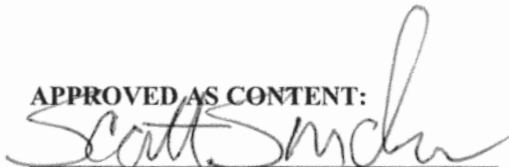
BUYBOARD EQIQC Contract No.: Area I – 1 MCP – Option 1	
<input type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 12294.00	Work Order Date: 03/07/2012
Work Order Title: Landfill Office and Building Remodel	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Minnix Commercial Partners, LTD.</u>
Contact: <u>Scott Snider</u>	Contact: <u>Keenan Davis</u>
Phone: <u>(806) 775-2312</u>	Phone: <u>(806) 798-7335</u>
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EZIQC Contract No Area I – 1 MCP – Option 1.	
<u>Brief Work Order Description:</u>	
Renovate the Landfill Office and Building	
Time of Performance	<i>See Schedule Section of the Detailed Scope of Work</i>

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
12294.00	North Avenue P Landfill	\$28,580.28

CITY OF LUBBOCK

Glen Robertson, Mayor

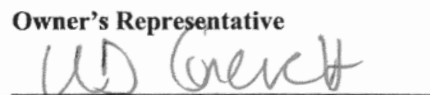
Attest: _____
Rebecca Garza, City Secretary

APPROVED AS CONTENT:


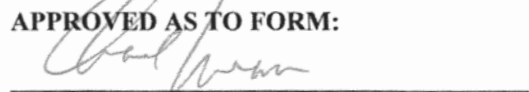
Scott Snider, Assistant City Manager



Keenan Davis, Project Manager
Minnix Commercial Partners, LTD

Owner's Representative


Wesley Everett, Director of Facilities

APPROVED AS TO FORM:


Assistant City Attorney



Detailed Scope of Work

To: Keenan Davis
Minnix Commercial Partners, LTD
PO Box 64895
Lubbock, TX 79464
(806) 798-7335

From: Wes Everett
City of Lubbock
1625 13th St
Lubbock, TX 79401
806-775-2275

Date Printed: May 16, 2012

Work Order Number: 012294.00

Work Order Title: City of Lubbock - Landfill Office Remodel

Brief Scope: Landfill Office Remodel

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

- Repair sub floor and replace with VCT.
- Float existing floor and put down new 1/2" overlay.
- Install new VCT and cove base.
- Cut down any doors necessary for installing new subfloor.
- Install 5 new aluminum windows and reinstall existing metal grating over windows.
- Install new 26 gauge R-Panel siding along with new trim, closures, gutter and downspouts(North and South).
- Cauk along building exterior to help prevent water damage.
- Remove and reinstall all electrical currently mounted to structure as necessary for new siding.
- Provide new 4" concrete pad on south side of building as discussed.
- Provide new stair landing with step and handrail on one side.

Time of Performance:

60 Working Days pending any material delays.

Contractor's Price Proposal CSI - Summary

Date: March 07, 2012

Re: IQC Master Contract #: Area I - 1 MCP - Option 1
Work Order #: 012294.00
Owner PO #:
Title: City of Lubbock - Landfill Office Remodel
Contractor: Minnix Commercial Partners, LTD
Proposal Value: \$28,580.28

01 - General Requirements	\$3,476.53
02 - Site Work	\$122.00
03 - Concrete	\$2,926.41
05 - Metals	\$419.99
06 - Wood, Plastic, and Composites	\$1,800.14
07 - Thermal & Moisture Protection	\$12,322.99
08 - Openings	\$3,184.38
09 - Finishes	\$4,327.84
Proposal Total	\$28,580.28

Contractor's Price Proposal CSI - Detail

Date: March 07, 2012

Re: IQC Master Contract #: Area I - 1 MCP - Option 1
 Work Order #: 012294.00
 Owner PO #:
 Title: City of Lubbock - Landfill Office Remodel
 Contractor: Minnix Commercial Partners, LTD
 Proposal Value: \$28,580.28

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01352	0010	HR	ElectricianNote: Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$3,476.53
			Installation	Quantity 90.00 x Unit Price 30.90 x Factor 1.2501 = Total 3,476.53	
				Disconnect and reinstall all electrical to building.	
Subtotal for 01 - General Requirements					\$3,476.53
02 - Site Work					
2	02210	0003	CY	Excavation For Building Foundations And Other Structures By Bobcat in Soil	\$30.90
			Installation	Quantity 8.00 x Unit Price 3.09 x Factor 1.2501 = Total 30.90	
3	02MOD	0003	0086	For Quantities Up To 20 (Up To 15 M3), Add	\$30.90
			Installation	Quantity 8.00 x Unit Price 3.09 x Factor 1.2501 = Total 30.90	
4	02210	0021	CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera	\$30.10
			Installation	Quantity 8.00 x Unit Price 3.01 x Factor 1.2501 = Total 30.10	
5	02MOD	0021	0094	For Quantities Up To 20 (Up To 15 M3), Add	\$30.10
			Installation	Quantity 8.00 x Unit Price 3.01 x Factor 1.2501 = Total 30.10	
Subtotal for 02 - Site Work					\$122.00
03 - Concrete					
6	03110	0028	SF	Cast On Grade Stairway Wood Formwork	\$292.02
			Installation	Quantity 40.00 x Unit Price 5.84 x Factor 1.2501 = Total 292.02	
7	03210	0006	TON	Grade 60 Reinforcing Steel, Footings And Slabs, #3-#6	\$652.46
			Installation	Quantity 0.33 x Unit Price 1,581.60 x Factor 1.2501 = Total 652.46	
8	03311	0026	CY	Up To 6", By Direct Chute, Place 3000 PSI Concrete Slab On Grade	\$1,269.23
			Installation	Quantity 11.00 x Unit Price 92.30 x Factor 1.2501 = Total 1,269.23	
9	03MOD	0026	0046	For Quantities Up To 20, Add	\$56.65
			Installation	Quantity 11.00 x Unit Price 4.12 x Factor 1.2501 = Total 56.65	
10	03311	0034	CY	Direct Chute, Place 3000 PSI On Grade Concrete Stairs	\$320.93
			Installation	Quantity 2.00 x Unit Price 128.36 x Factor 1.2501 = Total 320.93	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 012294.00
 Work Order Title: City of Lubbock - Landfill Office Remodel

Sect.	Item	Modifier	UOM	Description					Line Total
Labor	Equip.	Material	(Excluded if marked with an X)						
03 - Concrete									
11	03MOD	0034	0046	For Quantities Up To 20, Add				\$46.35	
				Installation	Quantity	Unit Price	Factor	Total	
					2.00 x	18.54 x	1.2501 =	46.35	
12	03350	0004	SF	Concrete Floor Finishes, Broom					\$288.77
				Installation	Quantity	Unit Price	Factor	Total	
					700.00 x	0.33 x	1.2501 =	288.77	
Subtotal for 03 - Concrete								\$2,926.41	
05 - Metals									
13	05521	0005	LF	2" Diameter (51 mm) Welded Pipe Handrail, 2 Rail, Up To 42" High (1.07 m) With Shop Paint					\$323.23
				Installation	Quantity	Unit Price	Factor	Total	
					8.00 x	32.32 x	1.2501 =	323.23	
14	05530	0004	SF	3/4"x 3/16" Steel, Welded Grating					\$96.76
				Installation	Quantity	Unit Price	Factor	Total	
		X			60.00 x	0.86 x	1.2501 =	64.51	
		X		Demolition	60.00 x	0.43 x	1.2501 =	32.25	
Subtotal for 05 - Metals								\$419.99	
06 - Wood, Plastic, and Composites									
15	06160	0017	SF	1/2" (12mm) CD Grade Plywood Floor DeckingNote: Applied To Floor Or Joists					\$1,800.14
				Installation	Quantity	Unit Price	Factor	Total	
					1,170.00 x	1.22 x	1.2501 =	1,784.39	
				Demolition	60.00 x	0.21 x	1.2501 =	15.75	
Subtotal for 06 - Wood, Plastic, and Composites								\$1,800.14	
07 - Thermal & Moisture Protection									
16	07410	0008	SF	26 Gauge Galvanized Exposed Fastener Metal Roof Panels					\$3,985.07
				Installation	Quantity	Unit Price	Factor	Total	
					1,265.00 x	2.24 x	1.2501 =	3,542.28	
				Demolition	1,265.00 x	0.28 x	1.2501 =	442.79	
17	07620	0056	SF	Aluminum Flashing, 0.013" Thick, Mill Finish					\$21.83
				Installation	Quantity	Unit Price	Factor	Total	
					6.00 x	2.91 x	1.2501 =	21.83	
18	07620	0090	LF	4" Wide Fascia					\$3,829.81
				Installation	Quantity	Unit Price	Factor	Total	
					460.00 x	5.77 x	1.2501 =	3,318.02	
				Demolition	460.00 x	0.89 x	1.2501 =	511.79	
19	07631	0065	LF	3" x 4" Rectangular Corrugated Downspout Galvanized Steel, 28 Gauge					\$188.02
				Installation	Quantity	Unit Price	Factor	Total	
					40.00 x	3.76 x	1.2501 =	188.02	
20	07631	0073	LF	6" Galvanized Steel Gutter, 28 Gauge					\$400.03
				Installation	Quantity	Unit Price	Factor	Total	
					100.00 x	3.20 x	1.2501 =	400.03	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 012294.00
 Work Order Title: City of Lubbock - Landfill Office Remodel

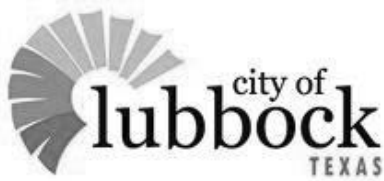
Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material		(Excluded if marked with an X)	
07 - Thermal & Moisture Protection					
21	07920	0005	CLF	3/8" x 3/8" Joint, Silicone Sealant And Caulking	\$3,541.22
			Installation	Quantity Unit Price Factor = Total	
				15.00 x 188.85 x 1.2501 = 3,541.22	
22	07920	0059	CLF	3/4" x 3/4" Joint, Polyurethane Sealant And Caulking	\$357.01
			Installation	Quantity Unit Price Factor = Total	
				0.75 x 380.78 x 1.2501 = 357.01	
Subtotal for 07 - Thermal & Moisture Protection					\$12,322.99
08 - Openings					
23	08520	0020	EA	>10 To 15 SF, 3-1/4" Frame Depth, HC 40, Side Loading Sash, Single Hung Aluminum Window (Traco TR-9700)	\$3,184.38
			Installation	Quantity Unit Price Factor = Total	
				5.00 x 472.64 x 1.2501 = 2,954.24	
			Demolition	Quantity Unit Price Factor = Total	
				5.00 x 36.82 x 1.2501 = 230.14	
Subtotal for 08 - Openings					\$3,184.38
09 - Finishes					
24	09305	0002	SF	Thin-Set - Latex Portland Cement Mortar	\$950.70
			Installation	Quantity Unit Price Factor = Total	
				1,170.00 x 0.85 x 1.2501 = 950.70	
25	09MOD	0002	0062	For Quantities > 1000, Deduct	-\$73.13
			Installation	Quantity Unit Price Factor = Total	
				1,170.00 x -0.05 x 1.2501 = -73.13	
26	09650	0024	SF	Marbleized Pattern Vinyl Composition Tile 1/8" Thick	\$2,632.71
			Installation	Quantity Unit Price Factor = Total	
				1,170.00 x 1.80 x 1.2501 = 2,632.71	
27	09MOD	0024	0190	For Quantities > 1000 To 3000, Deduct	-\$29.25
			Installation	Quantity Unit Price Factor = Total	
				1,170.00 x -0.02 x 1.2501 = -29.25	
28	09650	0033	LF	4" High 1/8" Vinyl Plastic Base, All Colors	\$798.81
			Installation	Quantity Unit Price Factor = Total	
				300.00 x 1.75 x 1.2501 = 656.30	
			Demolition	Quantity Unit Price Factor = Total	
				300.00 x 0.38 x 1.2501 = 142.51	
29	09910	0334	LF	Paint Steel Pipes 4" Diameter, One Coat Primer	\$16.50
			Installation	Quantity Unit Price Factor = Total	
				20.00 x 0.86 x 1.2501 = 16.50	
30	09910	0344	LF	Paint Steel Pipes 4" Diameter, Two Coats	\$31.50
			Installation	Quantity Unit Price Factor = Total	
				20.00 x 1.26 x 1.2501 = 31.50	
Subtotal for 09 - Finishes					\$4,327.84

Contractor's Price Proposal - Detail Continues..

Work Order Number: 012294.00
Work Order Title: City of Lubbock - Landfill Office Remodel

Proposal Total **\$28,580.28**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.



Regular City Council Meeting

5. 8.

Meeting Date: 06/07/2012

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute job order Contract 12-10746-JOC with Minnix Commercial Partners, LTD., to rebuild and install new gates at Water Reclamation.

Item Summary

The Texas Commission on Environmental Quality (TCEQ) requires that the Southeast Water Reclamation Plant (SEWRP) be secured with a perimeter fence. On January 19, 2012, an impaired driver drove onto the grounds of the SEWRP. After realizing he was not able to leave the grounds the same way he entered, the driver attempted to leave via several gates causing damage to each of them with his vehicle. He ultimately ran into the east gate removing the gate and gate controller with his vehicle. Staff notified the Police Department and the impaired driver was found. The Police Department is working the case.

The job order contract involves repair and replacement of damaged gates and related components by reinstalling one west gate, replacing four west gate rails, replacing 33 feet of aluminum gate at the east entrance along with the controller and hardware, replacing 14 feet of chain link gate at the southeast entrance with a City supplied 32 feet aluminum sliding gate and all associated hardware as required to complete this project.

The \$44,442 contract with Minnix Commercial Partners, LTD., of Lubbock, Texas is made through BuyBoard Contract No. Area I - MCP - Option 1, using an electronic system known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contracts are based on a catalog of pre-priced construction tasks for all divisions of construction. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

Fiscal Impact

\$2.725 million is appropriated in Capital Improvement Project No. 91042, Water Reclamation Plant Replacements, with \$44,442 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Marsha Reed, P.E., Chief Operations Officer

Attachments

Resolution & Contract - Minnix Contract 12-10746-JOC

Budget Detail - 91042

CIP Detail - 91042

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. 12-10746-JOC to rebuild and install new gates at water reclamation, by and between the City of Lubbock and Minnix Commercial Partners, 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.

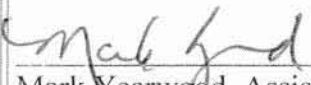
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Minnix
May 17, 2012

Work Order Signature Document

BUYBOARD EQIQC Contract No.: Area I – 1 MCP – Option 1	
<input type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 012598.00	Work Order Date: 05/08/2012
Work Order Title: Demolition of City of Lubbock Auction Building	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Minnix Commercial Partners, LTD.</u>
Contact: <u>Wesley Everett</u>	Contact: <u>Keenan Davis</u>
Phone: <u>(806) 775-2275</u>	Phone: <u>(806) 798-7335</u>
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EQIQC Contract No Area I – 1 MCP – Option 1.	
<u>Brief Work Order Description:</u>	
Rebuild and Install New Gates at Water Reclamation	
Time of Performance	<i>See Schedule Section of the Detailed Scope of Work</i>

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
012598.00	Water Reclamation Plant	\$44,442.40

CITY OF LUBBOCK

Glen C. Robertson, Mayor

Attest: _____
Rebecca Garza, City Secretary

APPROVED AS CONTENT:

Mark Yearwood, Chief Information Office
Assistant City Manager



Keenan Davis, Project Manager
Minnix Commercial Partners, LTD

Owner's Representative

Wesley Everett, Director of Facilities

APPROVED AS TO FORM:

Assistant City Attorney



Detailed Scope of Work

To: Keenan Davis
Minnix Commercial Partners, LTD
PO Box 64895
Lubbock, TX 79464
(806) 798-7335

From: Brad Reed
EZIQC - Buy Board
No Data Input
No Data Input,
(806) 775-3078

Date Printed: May 08, 2012

Work Order Number: 012598.00

Work Order Title: City of Lubbock - Water Reclamation New & Rebuild Gates

Brief Scope: Rebuild gates at Water Rec
Install new gate at Water Rec

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Reinstalling 1 West gate post.

Repairing 4 West gate rails.

Replacing 33' East Aluminum Gate, operator, and hardware.

Replacing 14' Southeast chain link gate with Owner provided 32' Aluminum sliding gate. We will provide all hardware, operators, photobeams, and electrical power to service new operator. Add 3-11' X 4" schedule 40 post to this gate set 4' in concrete.

Key pads, loop detectors, and photo beams will only be provided for 1 gate.

Contractor's Price Proposal CSI - Summary

Date: May 08, 2012

Re: IQC Master Contract #: Area I - 1 MCP - Option 1
Work Order #: 012598.00
Owner PO #:
Title: City of Lubbock - Water Reclamation New & Rebuild Gates
Contractor: Minnix Commercial Partners, LTD
Proposal Value: \$44,442.40

02 - Site Work	\$43,237.76
16 - Electrical	\$1,204.64
Proposal Total	\$44,442.40

Contractor's Price Proposal CSI - Detail

Date: May 08, 2012

Re: IQC Master Contract #: Area I - 1 MCP - Option 1
 Work Order #: 012598.00
 Owner PO #:
 Title: City of Lubbock - Water Reclamation New & Rebuild Gates
 Contractor: Minnix Commercial Partners, LTD
 Proposal Value: \$44,442.40

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
02 - Site Work					
1	02000	0003	EA	6' x 1' x 33' Aluminum Rolling Gate with Stationary Hardware	\$26,400.00
			NPP	Installation	Quantity: 1.00 x, Unit Price: 26,200.00 x, Factor: 1.0000 = Total: 26,200.00
		X		Demolition	Quantity: 1.00 x, Unit Price: 200.00 x, Factor: 1.0000 = Total: 200.00
2	02000	0005	EA	Repair Damaged Aluminum Gate	\$2,125.00
			NPP	Installation	Quantity: 1.00 x, Unit Price: 2,125.00 x, Factor: 1.0000 = Total: 2,125.00
3	02215	0009	LF	Trenching Width Of (4" -10")	\$470.66
				Installation	Quantity: 150.00 x, Unit Price: 2.51 x, Factor: 1.2501 = Total: 470.66
4	02711	0007	VLF	6" (15 cm) Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$82.81
				Installation	Quantity: 12.00 x, Unit Price: 5.52 x, Factor: 1.2501 = Total: 82.81
5	02711	0024	VLF	Concrete Fill, 6" (15 cm) Diameter Hole	\$73.96
				Installation	Quantity: 12.00 x, Unit Price: 4.93 x, Factor: 1.2501 = Total: 73.96
6	02711	0101	LF	4" (10 cm) Outside Diameter Galvanized Steel Post, > 24' In Length	\$497.93
				Installation	Quantity: 33.00 x, Unit Price: 12.07 x, Factor: 1.2501 = Total: 497.93
7	02711	0542	EA	30' Long x 6' High Sliding Gate	\$1,188.25
		X		Installation	Quantity: 1.00 x, Unit Price: 950.52 x, Factor: 1.2501 = Total: 1,188.25
				Installation of owner supplied gate.	
8	02711	0665	EA	3,000# Capacity, Up To 100' Wide Gate, 1 HP Motor, 115 VAC, Sliding Gate OperatorNote: Includes operator, chain brackets, hardware and 20' of #50 chain.	\$10,100.35
				Installation	Quantity: 2.00 x, Unit Price: 4,002.85 x, Factor: 1.2501 = Total: 10,007.93
				Demolition	Quantity: 1.00 x, Unit Price: 73.93 x, Factor: 1.2501 = Total: 92.42
9	02711	0674	EA	Photoelectric Eye For Gate Actuators And Operators	\$1,779.44
				Installation	Quantity: 4.00 x, Unit Price: 355.86 x, Factor: 1.2501 = Total: 1,779.44
10	02711	0709	OPN	Grounding For Gates (Per Opening)	\$243.34
				Installation	Quantity: 1.00 x, Unit Price: 194.66 x, Factor: 1.2501 = Total: 243.34
11	02711	0729	EA	Sliding Gate Roller Assembly	\$276.02
				Installation	Quantity: 4.00 x, Unit Price: 55.20 x, Factor: 1.2501 = Total: 276.02

Subtotal for 02 - Site Work

\$43,237.76

16 - Electrical

Contractor's Price Proposal - Detail Continues..

Work Order Number: 012598.00

Work Order Title: City of Lubbock - Water Reclamation New & Rebuild Gates

Sect.	Item	Modifier	UOM	Description	Line Total										
Labor	Equip.	Material	(Excluded if marked with an X)												
16 - Electrical															
12	16125	0033	CLF	1" RGS With 4 #12 THHN/THWN Wire AssemblyNote: Includes conduit, terminations, straps, wire as indicated. Not for use where detail is available.	\$1,001.31										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>1.50</td> <td>533.99</td> <td>x</td> <td>1.2501</td> <td>1,001.31</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	1.50	533.99	x	1.2501	1,001.31	
Quantity	Unit Price	Factor	=	Total											
1.50	533.99	x	1.2501	1,001.31											
13	16170	0004	EA	30 A, Fused Disconnect Switch, NEMA 1, Heavy Duty, With Fuses, 240 V, 1 Phase, 2 Pole	\$203.33										
			Installation	<table border="0"> <tr> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>=</td> <td>Total</td> </tr> <tr> <td>1.00</td> <td>162.65</td> <td>x</td> <td>1.2501</td> <td>203.33</td> </tr> </table>	Quantity	Unit Price	Factor	=	Total	1.00	162.65	x	1.2501	203.33	
Quantity	Unit Price	Factor	=	Total											
1.00	162.65	x	1.2501	203.33											
Subtotal for 16 - Electrical					\$1,204.64										

Proposal Total **\$44,442.40**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

**City of Lubbock, TX
Capital Project
Project Cost Detail
May 30, 2012**

Capital Project Number: 91042
 Capital Project Name: Water Reclamtion Plant Replacements

	Budget
<i>Encumbered/Expended</i>	
Sewer System Improvements	\$ 2,293,140
Water System Improvements	14,255
Other Construction	41,140
COL Staff Time - Design & Construction	84,184
Professional Services	79,357
Outside Employee Services	18,995
 <i>Agenda Item May 30, 2012</i>	
Minnix Commercial Partners	44,442
<i>Encumbered/Expended To Date</i>	2,575,513
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	149,487
<i>Remaining Appropriation</i>	149,487
Total Appropriation	\$ 2,725,000

Managing Department **Water Reclamation**

Project Manager **Mary Gonzales**

Project Classification **Ongoing Maintenance**

Project Status **Approved**



Project Scope

Purchase and install new equipment; modify and/or rehabilitate existing equipment, facility, and piping system; and other major maintenance activities.

Project Justification

Replacing aging infrastructure reduces emergency maintenance expenditures and system failures.

Project History

The project is part of an annual replacement program that ensures continuous and reliable wastewater treatment; compliance with the City's Texas Pollution Discharge Elimination permit, regulatory requirements, contractual provisions; and overall performance.

\$525,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.

Reduced funding by \$100,000 in FY 2004-05, Ord. No. 2005-00066, June 23, 2005.

\$425,000 was appropriated in FY 2006-07 Budget, Ord. No. 2005-00098, September 13, 2006.

\$525,000 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.

\$950,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

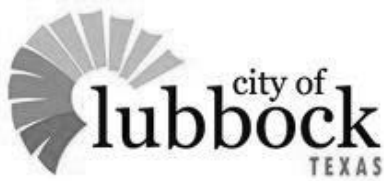
\$300,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.

\$100,000 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	2,725,000	0	300,000	300,000	300,000	300,000	300,000	4,225,000
Total Project Appropriation	2,725,000	0	300,000	300,000	300,000	300,000	300,000	4,225,000

<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	
2005 Wastewater Revenue CO's	425,000	0	0	0	0	0	0	425,000
FY 2006 Wastewater Revenue CO's	972,020	0	0	0	0	0	0	972,020
FY 2007 10-Year Wastewater Revenue CO's	425,000	0	0	0	0	0	0	425,000
FY 2008 Wastewater Revenue CO's	502,980	0	0	0	0	0	0	502,980
FY 2010 10-Year Wastewater Revenue CO's	300,000	0	0	0	0	0	0	300,000
FY 2011 10-Year Wastewater Revenue CO's	100,000	0	0	0	0	0	0	100,000
FY 2013 10-Year Wastewater Revenue CO's	0	0	300,000	0	0	0	0	300,000
FY 2014 10-Year Wastewater Revenue CO's	0	0	0	300,000	0	0	0	300,000
FY 2015 10-Year Wastewater Revenue CO's	0	0	0	0	300,000	0	0	300,000
FY 2016 10-Year Wastewater Revenue CO's	0	0	0	0	0	300,000	0	300,000
FY 2017 10-Year Wastewater Revenue CO's	0	0	0	0	0	0	300,000	300,000
Total Funding Sources	2,725,000	0	300,000	300,000	300,000	300,000	300,000	4,225,000

<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



Regular City Council Meeting

5. 9.

Meeting Date: 06/07/2012

Information

Agenda Item

Ordinance 2nd Reading - Building Inspection: Ordinance 2012-O0055 Consider an ordinance adopting the 2009 International Building Code governing the construction, rehabilitation, and repair of non-residential buildings.

Item Summary

On May 30, 2012, the City Council approved the first reading of the ordinance.

The International Building Code is the City's adopted commercial building code, and governs the design, construction, rehabilitation and repair of various building structural and non-structural elements, including those affecting fire and life safety. The ordinance includes an administrative update that raises contractor bond minimums to \$20,000 from the current \$10,000 level, as recommended by the Model Codes and Construction Ordinance Advisory Board.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

Model Codes and Construction Ordinance Advisory Board

Attachments

Ordinance - Building Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLES 28.01.002(a), 28.04.003 AND 28.09 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO CONTRACTOR BONDING REQUIREMENTS AND ADOPTION OF THE 2009 INTERNATIONAL BUILDING CODE AND PROVIDING FOR CERTAIN AMENDMENTS THERETO TO MEET LOCAL CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the opinion of the City Council that the best interests of the citizens of the City of Lubbock would be served by increasing the minimum bond amounts necessary for contractors to obtain permits within the City of Lubbock, as well as to adopt the 2009 International Building Code with certain amendments to meet local conditions; NOW THEREFORE:

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

SECTION 1. THAT **Article 28.01.002(a)** of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 28.01.002 Scope

(a) The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such buildings or structures, as well as the construction, alteration, movement, enlargement, replacement, repair, maintenance, removal and demolition of building systems governed by the specific technical codes referenced in the following articles of this chapter:

Article 28.09: The International Building Code, as amended;

Article 28.10: The International Plumbing Code, as amended;

Article 28.11: The International Mechanical Code, as amended;

Article 28.12: The National Electrical Code (NFPA 70), as amended;

Article 28.14: The International Residential Code, as amended;

Article 28.15: The International Fuel Gas Code, as amended;

Article 28.16: The International Energy Conservation Code, as amended;

SECTION 2. THAT **Article 28.04.003** of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 28.04.003 Bond requirements

Except as may otherwise be provided in this article, any person, firm or corporation seeking registration as a contractor in order to obtain permits required by this code shall file with the building official a good and sufficient bond in the amount of twenty thousand dollars (\$20,000.00) issued by a surety company authorized to do business in the State of Texas. Such bond shall contain language approved by the city attorney for its intended purpose, and shall be conditioned upon compliance with all provisions of the building code, and all other applicable ordinances and regulations of the City of Lubbock by the principal, his agents and employees. All sureties on said bond shall be liable for breach thereof to the City of Lubbock, to the owner of the property upon which work is performed, to any person, firm or corporation with whom the principal has contracted either orally or in writing to perform building construction, alteration, repair or other work, and to any person who may be damaged or injured by the principal's failure to comply with the regulations, ordinances and building code of the City of Lubbock. A claim upon said bond may be made by any person damaged by reason of the principal's failure to perform his obligations under the ordinances, building code and regulations of the City of Lubbock. Suspension or revocation of any license or permit shall not limit the liability of either the principal or the surety on any such bond.

SECTION 3. THAT **Article 28.09** of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

ARTICLE 28.09 BUILDING CODE

Division 1. Generally

Sec. 28.09.001 Adopted

(a) The 2009 edition of the International Building Code published by the International Code Council, Inc., as hereinafter amended, including all appendices and reference standards not specifically excluded below, is hereby adopted as the building code of the city.

(b) Exceptions. The following provisions are specifically excluded from adoption:

(1) Chapter 11 - Accessibility.

- (2) Appendix A - Employee Qualifications.
- (3) Appendix B - Board of Appeals.
- (4) Appendix D - Fire Districts.
- (5) Appendix E - Supplemental Accessibility Requirements.
- (6) Appendix F - Rodent proofing.
- (7) Appendix G - Flood-Resistant Construction. Projects must instead conform to the applicable provisions of article 30.03 of the Lubbock Code of Ordinances.
- (8) Appendix J - Grading.
- (9) Appendix K – Administrative Provisions.

(c) A copy of said building code is attached hereto and incorporated herein as though set out herein in detail. References to the International Building Code in this article shall mean the 2009 edition. One copy of the 2009 International Building Code shall be filed with the city secretary and a copy shall be maintained in the office of the city building official. All such copies, with the amendments thereto, shall be open to public inspection during the usual business hours of the offices where they are maintained.

Sec. 28.09.002 Administration

Chapter 1 of the 2009 International Building Code, entitled "Administration," is hereby deleted in its entirety, and the following sections 28.09.003 through 28.09.091 substituted therefor.

Sec. 28.09.003 Intent and purpose

The purpose of this code is to establish the minimum requirements to safeguard the public health, safety and general welfare through structural strength, means of egress facilities, stability, sanitation, adequate light and ventilation, energy conservation, and safety to life and property from fire and other hazards attributed to the built environment and to provide safety to firefighters and emergency responders during emergency operations.

Sec. 28.09.004 Administrative provisions

Provisions governing the administration of the 2009 International Building Code shall be as set forth herein.

Sec. 28.09.005 General administrative provisions

Provisions governing the administration of the 2009 International Building Code shall be as set forth herein.

Sec. 28.09.006 Supplemental administrative provisions

The following administrative provisions are in addition to the general administrative provisions of articles 28.01 through 28.08 of this chapter, and are specific to projects within the scope of this article (the 2009 International Building Code).

Secs. 28.09.007–28.09.040 Reserved

Division 2. Construction Documents; Specific Submittal Requirements

Sec. 28.09.041 Construction documents; specific submittal requirements

In addition to submittal requirements specified in article 28.05, division 1 of this code, the documentation described in sections 28.09.042 through 28.09.046 of this code shall be submitted, as applicable.

Sec. 28.09.042 Fire protection system shop drawings

Shop drawings for fire protection system(s) shall be submitted to indicate conformance with this code and the construction documents and shall be approved prior to the start of system installation. Shop drawings shall contain all information as required by the referenced installation standards in chapter 9, and shall be reviewed by the fire marshal.

Sec. 28.09.043 Means of egress

The construction documents shall show in sufficient detail the location, construction, size and character of all portions of the means of egress in compliance with the provisions of this code. In other than occupancies in group R-3, the construction documents shall designate the number of occupants to be accommodated on every floor, and in all rooms and spaces.

Sec. 28.09.044 Exterior wall envelope

Construction documents for all buildings shall describe the exterior wall envelope in sufficient detail to determine compliance with this code. The construction documents shall provide details of the exterior wall envelope as required.

including flashing, intersections with dissimilar materials, corners, end details, control joints, intersections at roof, eaves or parapets, means of drainage, water-resistive membrane and details around openings. The construction documents shall include manufacturer's installation instructions that provide supporting documentation that the proposed penetration and opening details described in the construction documents maintain the weather resistance of the exterior wall envelope. The supporting documentation shall fully describe the exterior wall system which was tested, where applicable, as well as the test procedure used.

Sec. 28.09.045 Site plan

The construction documents submitted with the application for permit shall be accompanied by a site plan showing to scale the size and location of new construction and existing structures on the site, distances from lot lines, the established street grades and the proposed finished grades and, as applicable, flood hazard areas, floodways, and design flood elevations; and it shall be drawn in accordance with an accurate boundary line survey. In the case of demolition, the site plan shall show construction to be demolished and the location and size of existing structures and construction that are to remain on the site or plot. The building official is authorized to waive or modify the requirement for a site plan when the application for permit is for alteration or repair or when otherwise warranted.

Sec. 28.09.046 Survey and survey certificate

Any person engaged in the practice of surveying who makes a survey of any lot, block, tract or parcel of land in the city shall file a copy of such survey with the city engineer. The property owner or building contractor shall be responsible for boundary line corner stakes being in place at the time of the first inspection by the building official, and before the issuance of a building permit a certificate shall be filed with the building official by a licensed surveyor or licensed engineer, certifying that such boundary line corner stakes have been set on the site of the proposed construction. The certificate shall be accompanied by a statement of the minimum floor elevations if property is located in a flood area as defined by this Code of Ordinances. In all cases where it may appear to the building official that the proposed improvement will encroach upon any public way, or come within established building lines, or affect setback requirements under any ordinance, the building official is required to refer the application for permit to the city engineer and secure his approval before issuing a building permit.

Secs. 28.09.047–28.09.080 Reserved

Division 3. Inspections

Sec. 28.09.081 Scope

The building official, upon notification from the permittee, shall make the inspections set forth in sections 28.09.082 through 28.09.091 below.

Sec. 28.09.082 Footing and foundation inspection

Footing and foundation inspections shall be made after excavations for footings are complete and any required reinforcing steel is in place. For concrete foundations, any required forms shall be in place prior to inspection. Materials for the foundation shall be on the job, except where concrete is ready mixed in accordance with ASTM C 94, the concrete need not be on the job.

Sec. 28.09.083 Concrete slab and under-floor inspection

Concrete slab and under-floor inspections shall be made after in-slab or under-floor reinforcing steel and building service equipment, conduit, piping accessories and other ancillary equipment items are in place, but before any concrete is placed or floor sheathing installed, including the subfloor.

Sec. 28.09.084 Finished floor elevation

In flood hazard areas, upon placement of the lowest floor, including the basement, and prior to further vertical construction, the elevation certification required in article 30.03 of the Code of Ordinances shall be submitted to the building official. Where necessary to determine that the finished floor elevation is in compliance with other provisions of this code, the building official is authorized to require that an elevation certificate be prepared by a registered professional land surveyor or a licensed professional engineer prior to authorizing further vertical construction.

Sec. 28.09.085 Framing

Framing inspections shall be made after the roof deck or sheathing, all framing, fire blocking and bracing are in place and pipes, chimneys and vents to be concealed are complete and the rough electrical, plumbing, heating wires, pipes and ducts are approved.

Sec. 28.09.086 Lath and gypsum board

Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or gypsum board joints and fasteners are taped and finished.

Exception: Gypsum board that is not part of a fire-resistance-rated assembly or a shear assembly.

Sec. 28.09.087 Fire-resistant penetrations

Protection of joints and penetrations in fire-resistance-rated assemblies shall not be concealed from view until inspected and approved.

Sec. 28.09.088 Energy efficiency

Inspections shall be made to determine compliance with chapter 13 and shall include, but not be limited to, inspections for: envelope insulation R and U values, fenestration U value, duct system R value, and HVAC and water-heating equipment efficiency.

Sec. 28.09.089 Other inspections

In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

Sec. 28.09.090 Special inspections

For special inspections, see section 1704.

Sec. 28.09.091 Final inspection

The final inspection shall be made after all work required by the building permit is completed.

Secs. 28.09.092–28.09.130 Reserved

Division 4. Specific Amendments

Sec. 28.09.131 Adopted

Specific amendments to the International Building Code adopted in section 28.09.001 are as follows:

- (1) Accessible means of egress. Section 1007 is deleted in its entirety.
- (2) Access-controlled egress doors. Section 1008.1.4.4 is hereby amended to read as follows:

1008.1.4.4 Access-controlled egress doors. The entrance doors in a means of egress in buildings with an occupancy in Group A, B, E, I-2, M, R-1 or R-2 and entrance doors to tenant spaces in occupancies in Groups A, B, E, I-2, M, R-1 and R-2 are permitted to be equipped with an approved entrance and egress access control system which shall be installed in accordance with all of the following criteria:

1. A sensor shall be provided on the egress side arranged to detect an occupant approaching the doors. The doors shall be arranged to unlock by a signal from or loss of power to the sensor.
2. Loss of power to that part of the access control system which locks the doors shall automatically unlock the doors.
3. The doors shall be arranged to unlock from a manual unlocking device located 40 inches to 48 inches (1016 mm to 1219 mm) vertically above the floor, in sight and within 5 feet (1524 mm) of the secured doors. Ready access shall be provided to the manual unlocking device and the device shall be clearly identified by a sign that reads "If door will not operate, PUSH TO EXIT." When operated, the manual unlocking device shall result in direct mechanical interruption of power to the lock—independent of the access control system electronics—and the doors shall remain unlocked for a minimum of 30 seconds. The manual unlocking device shall be provided with a hinged, clear plastic cover.
4. Activation of the building fire alarm system, if provided, shall automatically unlock the doors, and the doors shall remain unlocked until the fire alarm system has been reset.
5. Activation of the building automatic sprinkler or fire detection system, if provided, shall automatically unlock the doors. The doors shall remain unlocked until the fire alarm system has been reset.
6. Entrance doors in buildings with an occupancy in Group A, B, E or M shall not be secured from the egress side during periods that the building is open to the general public. A readily visible, durable sign shall be posted on the egress side of such entrance doors stating: THIS DOOR TO REMAIN UNLOCKED DURING BUSINESS HOURS. The sign shall be in letters one (1) inch high on a

contrasting background. For purposes of this section, "entrance doors" refer to building or tenant space perimeter doors that are equipped with entrance hardware.

- (3) Special locking arrangements in Group I-2. Section 1008.1.9.6 is hereby amended to read as follows:

1008.1.9.6 Special locking arrangements in Group I-2. Approved delayed egress locks shall be permitted in a Group I-2 occupancy where the clinical needs of persons receiving care require such locking. Delayed egress locks shall be permitted in such occupancies where the building is equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit.

1. The doors unlock upon actuation of the automatic sprinkler system or automatic fire detection system.
2. The doors unlock upon loss of power controlling the lock or lock mechanism.
3. The door locks shall have the capability of being unlocked by a signal from the fire command center, a nursing station or other approved location.
4. The procedures for the operation(s) of the unlocking system shall be described and approved as part of the emergency planning and preparedness plan required by chapter 4 of the International Fire Code.
5. All clinical staff shall have the training, keys, codes or other means necessary to operate the locking devices.
6. Emergency lighting shall be provided at the door.

Exception: Items 1 and 2 shall not apply to doors to areas where persons, because of clinical needs, require restraint or containment.

- (4) Delayed egress locks. Section 1008.1.9.7 is hereby amended to read as follows:

1008.1.9.7 Delayed egress locks. Approved, listed, delayed egress locks shall be permitted to be installed on doors serving any occupancy except Group A, E and H occupancies in buildings that are equipped throughout with an automatic sprinkler system in accordance with section 903.3.1.1 or an approved automatic smoke or heat detection system installed in accordance with Section 907, provided that the doors unlock in accordance with items 1 through 6 below. A building occupant shall not be required to pass through more than one door equipped with a delayed egress lock before entering an exit.

1. The doors unlock upon actuation of the automatic sprinkler system or automatic fire detection system.
2. The doors unlock upon loss of power controlling the lock or lock mechanism.
3. The door locks shall have the capability of being unlocked by a signal from the fire command center, or other location approved by the fire official.
4. The initiation of an irreversible process which will release the lock in not more than 15 seconds when a force of not more than 15 pounds (67 N) is applied for 1 second to the release device. Initiation of the irreversible process shall activate an audible signal in the vicinity of the door. Once the door lock has been released by the application of force to the releasing device, relocking shall be by manual means only.

Exception: Where approved, a delay of not more than 30 seconds is permitted.

5. A sign shall be provided on the door located above and within 12 inches (305 mm) of the release device reading:
PUSH UNTIL ALARM SOUNDS. DOOR CAN BE OPENED IN 15 [30] SECONDS.
 6. Emergency lighting shall be provided at the door.
- (5) Secondary drainage required. Section 1503.4.1 is hereby amended to read as follows:

1503.4.1 Secondary drainage required. Secondary (emergency) roof drains or scuppers shall be provided where the roof perimeter construction extends above the roof in such a manner that water will be entrapped if the primary drains allow buildup for any reason.

- (6) Overflow drains and scuppers. Section 1503.4.2 is hereby amended to read as follows:

1503.4.2. Overflow drains and scuppers. When overflow drains or scuppers are used for secondary (emergency overflow) roof drainage, they shall discharge to an approved location and shall not be connected to the primary roof drainage system. Flow through the primary system shall not be considered when sizing secondary roof drainage. The quantity, size, location and inlet elevation of the overflow drains and/or scuppers shall be designed and constructed to meet all of the following, as applicable:

- a) The depth of ponding shall not exceed that for which the roof was designed as determined by Section 1503.4.1;
- b) Where overflow drains are used in lieu of scuppers, they shall be sized the same as the primary roof drains and installed with the inlet flow line not more than 2 inches above the low point of the roof drainage area;
- c) Where scuppers are used, they shall be sized three times the size of the roof drains with a minimum opening height of 4 inches and installed with the inlet flow line not more than 2 inches above the low point of the roof drainage area.

- (7) General (Live loads). Section 1607.1 is hereby amended to read as follows:

1607.1 General. Live loads are those loads defined in section 1602.1. A summary of various live load factors, as well as other climatic and geographic design criteria to be used in the city, is included in table 1607 below.

TABLE 1607

SUMMARY OF CLIMATIC AND GEOGRAPHIC DESIGN
CRITERIA

Ground Snow Load:	15 psf
-------------------	--------

Basic Wind Speed:	90 mph
Seismic Design Category:	A
Mapped Spectral Response Acceleration, S _s	0.108
Mapped Spectral Response Acceleration, S ₁	0.034
Weathering:	Moderate
Frost Line Depth:	14 inches
Termite:	Moderate to Heavy
Decay:	None to Slight
Summer Dry Bulb Temp.:	96 degrees F
Summer Wet Bulb Temp.:	69 degrees F
Winter Dry Bulb Temp.:	15 degrees F
Heating Degree Days:	3499 days
Cooling Degree Days:	1738 days
Climate Zone:	7B; Zone 3 per ASHRAE 90.1
Flood Hazards:	Refer to chapter 30, article 30.03 of the Code of Ordinances

- (8) Reduction in roof live loads. Section 1607.11.2 is hereby amended to read as follows:

1607.11.2 Reduction in roof live loads. The minimum uniformly distributed live loads of roofs and marquees, L_o , in Table 1607.1 are permitted to be reduced in accordance with Section 1607.11.2.1 or 1607.11.2.2, except that no roof live load reduction is permitted for any structural roof member on roofs having slopes less than or equal to four (4) inches per foot, or on any arch or dome having a rise less than one-eighth of the span.

- (9) Site grading. Section 1804.3 is hereby amended to read as follows:

1804.3 Site grading. The ground immediately adjacent to the foundation shall be sloped away from the building at a slope of not less than one unit vertical in 20 units horizontal (5-percent slope) for a minimum distance of 10 feet (3048 mm) measured perpendicular to the face of the wall. If physical obstructions or lot

lines prohibit 10 feet (3048 mm) of horizontal distance, a 5-percent slope shall be provided to an approved alternative method of diverting water away from the foundation. Swales used for this purpose shall be sloped a minimum of 2 percent where located within 10 feet (3048 mm) of the building foundation. Impervious surfaces within 10 feet (3048 mm) of the building foundation shall be sloped a minimum of 2 percent away from the building. The procedure used to establish the final ground level adjacent to the foundation shall account for additional settlement of the backfill.

Exceptions:

- 1) Where climatic or soil conditions warrant, the slope of the ground away from the building foundation shall be permitted to be reduced to not less than one unit vertical in 48 units horizontal (2-percent slope).
- 2) Where approved by the Building Official, final site grading may be designed by a design professional registered in the State of Texas.

- (10) Prescriptive footings for light-frame construction. Section 1809.7 is hereby amended to read as follows:

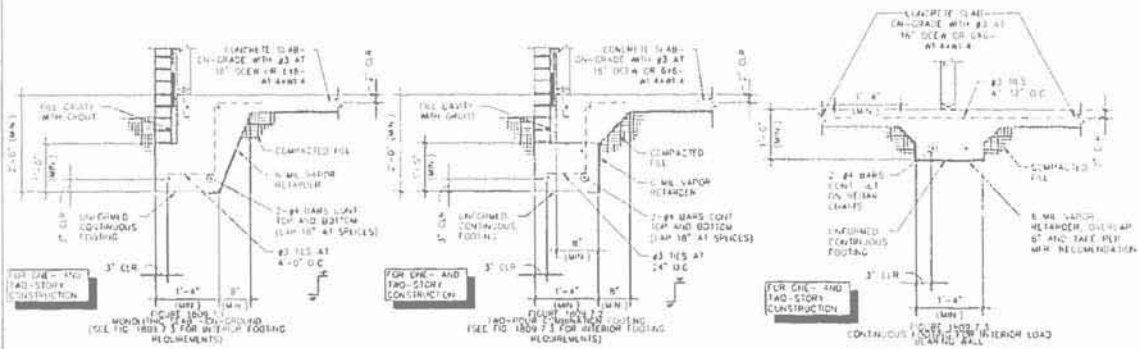
1809.7. Prescriptive footings for light-frame construction. Where a specific design is not provided, concrete footings supporting walls of light-frame construction shall be permitted to be designed in accordance with Tables 1809.7.1 and 1809.7.2 and figures 1809.7.1 through 1809.7.3 below.

- (11) Table 1809.7 “Prescriptive Footings Supporting Walls of Light-Frame Construction”. Table 1809.7 is hereby replaced by Tables 1809.7.1 and 1809.7.2 as follows:

TABLE 1809.7.1		
FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION a,b,c		
(Combination Slab-on-Ground Foundation - Refer to Figure 1809.7.1)		
Number of Floors Supported by the Footing ^c	Width of Footing (Inches)	Thickness of Footing (Inches)

	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer
1	16		12	
2				
3	Design Required			
TABLE 1809.7.2				
FOOTINGS SUPPORTING WALLS OF LIGHT-FRAME CONSTRUCTION a,b,c (Monolithic Slab-on-Ground Foundation - Refer to Figure 1809.7.2)				
Number of Floors Supported by the Footing ^c	Width of Footing (Inches)		Thickness of Footing (Inches)	
	No Brick Veneer	4" Brick Veneer	No Brick Veneer	4" Brick Veneer
1	16		12	
2				
3	Design Required			
Notes to tables 1809.7.1 and 1809.7.2:				
Depth of footings shall be in accordance with section 1809.4.				
Footings are permitted to support a roof in addition to the stipulated number of floors. Footings supporting roof only shall be as required for supporting one floor.				
Assumes uniform loading by repetitive framing members; concentrated loads shall be considered separately, and may require specific design.				

- (12) Foundation details. New figures 1809.7.1, 1809.7.2 and 1809.7.3 are hereby added as follows:



(13) Foundation elevation. Section 1808.7.4 is hereby amended to read as follows:

1808.7.4 Foundation elevation. Minimum building floor elevations shall comply with Table 1808.7.4 based on relative lot slopes.

TABLE 1808.7.4		
MINIMUM FLOOR ELEVATION FOR STRUCTURES		
RELATIVE TO SLOPES OF THE LOT		
Difference in elevation from top of curb to rear property line (inches)	Minimum floor elevation above top of curb when slope is to rear (inches)	Minimum floor elevation above top of curb when slope is to front (inches)
0	12	12
6	10.5	13.5
12	9	15
18	8	16.5
24	6	18
30	6	19.5
36	6	21
<p>1) See Section 1804.3 for grading requirements;</p> <p>2) The minimum floor elevation shall be determined by using the top of the floor slab and shall be a minimum of six (6) inches above the calculated peak water surface elevation as determined by the City Engineer, or that determined by Table 1808.7.4, whichever results in the more stringent requirement. It shall be the responsibility of the builder/contractor to provide the building official with a survey certificate indicating the required finished floor elevation as determined by the surveyor. The required elevation shall be indicated on the construction plans. Structures located in any flood hazard area shall comply with Article 30.03 of the Lubbock Code of Ordinances, as well as all F.E.M.A. regulations, which will supersede the above.</p> <p>3) Alternate elevations are permitted subject to review and approval by the City Engineer and the Building Official provided it can be demonstrated by a registered design professional that all required drainage to an approved point of discharge away from the structure is provided at all locations on the site.</p>		

- (14) Flood hazard areas. Section 3403.2 is hereby amended to read as follows:

3403.2 Flood hazard areas. For buildings and structures in flood hazard areas established in Article 30.03.008 of the Lubbock Code

of Ordinances, any addition that constitutes substantial improvement of the existing structure, as defined in Article 30.01.001, shall comply with the flood design requirements in Article 30.03.071.

- (15) Flood hazard areas. Section 3404.2 is hereby amended to read as follows:

3404.2 Flood hazard areas. For buildings and structures in flood hazard areas established in established in Article 30.03.008 of the Lubbock Code of Ordinances, any alteration that constitutes substantial improvement of the existing structure, as defined in Article 30.01.001, shall comply with the flood design requirements in Article 30.03.071.

- (16) Flood hazard areas. Section 3405.5 is hereby amended to read as follows:

3405.5 Flood hazard areas. For buildings and structures in flood hazard areas established in Article 30.03.008 of the Lubbock Code of Ordinances, any repair that constitutes substantial improvement of the existing structure, as defined in Article 30.01.001, shall comply with the flood design requirements in Article 30.03.071.

- (17) Moved structures. Section 3410 of the 2009 International Building Code, entitled "moved structures" is hereby amended by deleting section 3410.1, and adding new sections 3410.1 through 3410.6, to read as follows:

3410.1 Permit required to move building or structure.

Except as set forth herein, no person or persons shall hereafter move any building into, or out of, the city limits, or from one location to another within the city limits, where the same shall be moved in, through, or upon the streets, alleys, avenues, or public grounds, unless said person shall first secure a permit to do so from the building official. Violation of this section is deemed a misdemeanor punishable by fine in accordance with section 1.01.004 of the Code of Ordinances of the city.

Building/Structure movement permits shall not be required for the following:

1. Portable building units, as the same are defined by section 623.121 of the Texas Transportation Code, that are moved solely upon State highways within the corporate limits.

2. The movement of portable buildings not exceeding 14 feet in loaded width or height, or 40' in loaded length, as the case may be.
3. The movement and installation of Housing and Urban Development (HUD)-Code manufactured homes by persons licensed by the state to do so, and otherwise in conformance with the procedures, rules, and requirements set forth in the administrative rules of the Texas Department of Housing and Community Affairs at 10 TAC chapter 80.
4. The movement and installation of industrialized housing and buildings and their component parts by persons licensed by the state to do so, and otherwise in conformance with the procedures, rules, and requirements set forth in the administrative rules of the Texas Department of Licensing and Regulation at 16 TAC chapter 70.
5. The movement of industrialized buildings or buildings that are otherwise pre-built or manufactured within the city limits and intended solely for export and installation outside the city limits.

3410.2 Moving contractors to be registered, bonded, and insured.

Persons engaged in moving buildings and structures pursuant to this chapter (hereafter referred to as "moving contractors") shall be registered with the city in accordance with section 28.04.001 of the Code of Ordinances. Notwithstanding any provision to the contrary, such contractors shall give bond to the city pursuant to section 28.04.003, in addition to being insured pursuant to section 28.04.004. In lieu of the respective coverage amounts specified therein, the minimum coverage amounts for purposes of this section shall be as follows:

1. Compliance bond: \$25,000.
2. Commercial general liability insurance: \$300,000.
3. Commercial automobile insurance: \$500,000 per vehicle.

Any bond or insurance provided pursuant to this section shall be effective and fully paid and maintained in compliance with the

certificates provided the city through the date that the bonded or insured activity is finally completed.

3410.3 Conformance; minimum standards. All buildings or structures moved into or within the city shall conform to the applicable standards as set forth in 3410.3.1 through 3410.3.4 below.

3410.3.1 Current building standards applicable. Buildings and structures moved into or within the city shall comply, or be altered to comply with the applicable provisions of the Code of Ordinances for new buildings and structures, including, without limitation, all building, structural, plumbing, fuel gas, mechanical, and electrical systems.

3410.3.2 Certain manufactured homes (“mobile homes”) prohibited. Manufactured homes that were manufactured prior to June 15, 1976, and therefore not in accordance with HUD standards (defined as “mobile homes” by the Texas Manufactured Housing Standards Act) shall not be installed or relocated within the city limits. Violation of this section is deemed a misdemeanor punishable by fine in accordance with section 1.01.004 of the Code of Ordinances.

Exception: Owner-occupied mobile homes, as defined herein, lawfully in place within the corporate limits on the effective date of this section, that are subsequently determined by inspection to be in conformance with the minimum housing standards contained within the property maintenance code as referenced in chapter 34 of the Code of Ordinances.

3410.3.3 Mobile home replacement authorized. A mobile home, as defined in section 3410.3.2 above, previously lawfully placed and installed on a lot or parcel within the city limits, may be replaced by a HUD-code manufactured home (manufactured on or after June 15, 1976 in accordance with HUD standards) in accordance with applicable requirements of chapter 40 (zoning) of the Code of Ordinances in order to facilitate upgraded, safer housing. Manufactured homes not of new manufacture are subject to inspection by the building official to determine compliance with minimum acceptable standards for safety as outlined in this chapter, and by the structural standards administrator to determine compliance with minimum housing standards contained within the property maintenance code.

3410.3.4 Minimum housing standards. Moved buildings that will serve as dwelling units shall comply with the residential provisions of the International Residential Code or the International Building Code, as applicable. Where it is technically infeasible to comply with a provision of said code(s), the building official may apply the provisions of the International Existing Buildings Code and/or the minimum housing standards contained within the property maintenance code contained in chapter 34 of the Code of Ordinances.

3410.4 Procedures. The procedures set forth within 3410.4.1 through 3410.4.6 shall be followed with regard to the movement of all buildings and structures pursuant to this chapter.

3410.4.1 Permit application and review. The moving contractor shall apply for a moving permit on forms provided by the building official. Prior to issuance of such moving permit, the owner of the building shall also apply to the zoning board of adjustment for a special exception allowing the proposed move pursuant to section 40.02.055(b)(10) of the Code of Ordinances, unless specifically exempted by that section.

3410.4.2 Investigative inspection and report. Prior to issuance of the moving permit and where the building is not exempt from the special exception requirements of section 40.02.055(b)(10), prior to the agenda deadline for the scheduled hearing of the zoning board of adjustments to consider the special exception, the building official shall inspect, or cause to be inspected, the building or structure proposed to be moved, provided that the building owner or mover shall first pay an investigative inspection fee of \$60.00, or as might otherwise be established by the city council. Subsequent to the inspection, the building official shall issue an inspection report which shall generally describe the structural and appearance characteristics of the building, and which shall include information regarding building area and dimensions, foundation style and general condition, roofing and exterior wall cladding materials, the presence and condition of any garage or outbuildings, the general condition of floor systems, exterior and interior walls, roof decking and covering materials, windows, and bathroom/kitchen areas and associated fixtures. Said report shall be provided, promptly upon completion, to the owner and the zoning board of adjustments.

3410.4.3 Action of board; conditional approval. If the zoning board of adjustment grants the special exception, the building official may issue the permit subject to any and all requirements or conditions placed by the board thereon, as well as the other requirements of this chapter. All such requirements and conditions shall be incorporated into the permit, and are considered legal requirements for the purposes of compliance with this chapter.

3410.4.4 Building to be moved beyond the city limits. The building official may issue a permit to move a building or structure at least five thousand (5,000) feet outside of the city limits without a special exception granted by the zoning board of adjustment.

3410.4.5 Procedure where special exception not required. Where a special exception from the zoning board of adjustment is not required, all other provisions of this chapter shall remain applicable.

3410.4.6 Denial of permit. The building official shall deny a moving permit under any of the following circumstances:

1. Where the zoning board of adjustments has denied a required special exception.
2. Where the city or any public utility companies owning overhead infrastructure, including but not limited to wires and cables, have not first examined the proposed movement route to determine that: (a) it owns no lines along the route; and/or (b) that the proposed movement of the building or structure will not require the removal or cutting of any overhead infrastructure. All routes approved by the city or a public utility company must be evidenced by attested, authorized signature.
3. Where the department of traffic engineering has not first examined the proposed movement route to determine that no traffic signal mast arm will require removal or adjustment in order to accommodate the building or structure. Approval of the proposed route must be evidenced by attested, authorized signature.

4. Where the department of traffic engineering, fire department or police department have not first approved the proposed movement route for the dates and times specified in the application, as attested by the signatures of the authorities having jurisdiction;
5. Where the parties are not otherwise in full compliance with the provisions of the Code of Ordinances, as determined solely by the city, including the specific responsibilities of the parties outlined in section 3408.5.

3410.5 Responsibilities of the parties. The specific responsibilities of the parties involved in the movement of buildings or structures shall be as stipulated in sections 3410.5.1 through 3410.5.3 below. Where the destination lot is outside the corporate limits of the city, sections 3410.5.1(4)(a) and 3410.5.3 shall not apply.

3410.5.1 Moving contractor.

The moving contractor shall perform the following:

1. Obtain and maintain all required insurance policies, bonds, permits, and approvals as necessary to initiate and complete the project in a lawful manner;
2. Obtain necessary permit applications from the building official, identify the route, date(s), and time(s) of the proposed move, including the locations and durations of any temporary storage ("stack lot") locations, and secure the approval of all city and franchise utility companies, the City of Lubbock Traffic Engineering Department, the Texas Department of Transportation, as applicable, and emergency service providers, including, but not limited to, the Lubbock Police Department, Lubbock Fire Department, and Lubbock emergency medical services providers, as specified in section 3410.4.6.
3. Advise the building owner if a zoning board of adjustment (ZBA) special exception is required pursuant to section 40.02.055(b)(10) of the Code of Ordinances.

4. If the special exception referenced in (3) above is granted the owner, or is not otherwise required:
 - a) Confirm that the destination lot/building owner has obtained necessary building permits for construction of a permanent foundation system, has completed said construction and received final inspection approval for same pursuant to section 3410.9.3 item #3;
 - b) Arrange and pay for a police department escort along the moving route in accordance with applicable police department policy; and
 - c) Obtain necessary moving permits from the building official.
5. Coordinate with the appropriate utility companies to disconnect and make safe all sources of electricity, water, fuel gas, and sanitary sewer. Sanitary sewer outlets shall be capped or otherwise secured from rainwater infiltration. Electricity shall be disconnected at the transformer or through removal of the meter and sealing of the meter socket against unauthorized entry. Fuel gas shall be shut off at the meter.
6. Provide proper and adequate safeguards for the public, employees, and adjoining property during demolition and lot clearing activities, including compliance with section 3303 of the International Building Code and obtaining street barricade permits where necessary for protection of/from vehicular traffic.
7. In coordination with the appropriate department, agency, or franchise utility company, repair all damage to public improvements incurred during demolition and building movement activities, including, but not limited to, street surfaces, curb and gutter, sidewalks, driveway approaches, utility lines, sign posts, traffic signals, and drainage structures along the moving route.

Failure to comply with item (5), (6) or (7) of this section is deemed a misdemeanor punishable by fine in accordance with section 1.01.004 of the Code of Ordinances.

3410.5.2 Origin lot owner.

The owner of the lot from which the building is moved shall perform the following immediately after the building is removed from the lot:

1. Fill all open excavations with clean fill dirt (no rubble or trash to be used).
2. Re-establish lot grades to convey storm water runoff to the street, alley, or other approved conveyance without ponding and without directing storm water runoff onto other private property.
3. Clear the lot of all trash, rubbish, building debris, dead shrubbery, tree limbs, etc.
4. Cap all sanitary sewer outlets or otherwise secure them from rainwater infiltration.
5. In coordination with the appropriate department or franchise utility, repair all damage to public improvements incurred during the demolition and building movement activities, including, but not limited to, street surfaces, curb and gutter, sidewalks, driveway approaches, utility lines, sign posts, and drainage structures within the lot frontage.

Failure to comply with items (1)–(5) of this section is deemed a misdemeanor punishable by fine in accordance with section 1.01.004 of the Code of Ordinances of the city.

3410.5.3 Destination lot/building owner. The owner of the lot to which the building is moved shall perform the following:

1. Prior to arranging for movement of the building, obtain an investigative inspection of the building to determine the degree of renovation necessary to bring the building's structural, plumbing, electrical, mechanical and fuel gas systems up to minimum

standards for new construction, as determined by the applicable technical codes adopted under chapter 28 of the Code of Ordinances. Where the lot of origin is not within the city limits, the building owner shall conform to building inspection department policy with regard to arrangement of inspections and payment therefor.

2. Obtain special exception approval from the zoning board of adjustments pursuant to section 40.02.055(b)(10), as applicable.
3. Construct and obtain inspection approval of required permanent foundation systems in preparation for final placement and attachment of the building. All necessary permits for the foundation system must be obtained prior to construction.
4. Upon placement and attachment of the building, complete all required renovations to bring the building up to current standards as required by section 3410.3, within the time frames stipulated in section 3410.6.
5. Complete all required work to comply with any conditions of approval established by the zoning board of adjustments, within stipulated time frames.

3410.6 Violations; public nuisance. Except as provided herein, any of the conditions identified in sections 3410.6.1 through 3410.6.3 are deemed unlawful hazards to public health and safety and therefore constitute misdemeanors punishable by fine in accordance with section 1.01.004 of the Code of Ordinances. Said conditions are also declared public nuisances, and shall be referred by the building official to the structural standards administrator for disposition pursuant to section 1102 of the property maintenance code as set forth in chapter 34 of the Code of Ordinances.

3410.6.1. Building detached from foundation. Any building that has been detached for more than thirty (30) days from its foundations in preparation for a move, or that has been moved from its original location and has not been affixed to its permanent foundation in accordance with the building code within thirty (30) days of the issue date of the moving permit, or any longer period approved by the zoning board

of adjustments as part of the special exception process set forth in section 40.02.055(b)(10) of the Code of Ordinances.

3410.6.2 Building not in conformance with Code of Ordinances. Any moved building not brought into compliance with all relevant sections of all city codes within 180 days from the date the foundation permit is first issued for the destination lot, or any longer period approved by the zoning board of adjustments as part of the special exception process set forth in section 40.02.055(b)(10) of the Code of Ordinances.

3410.6.3 Building not in conformance with stipulated conditions.

Any moved building not brought into compliance with all requirements and conditions placed thereon by the zoning board of adjustments within such time frames as the board shall have stipulated as part of the special exception approval process outlined in section 40.02.055(b)(10) of the Code of Ordinances.

A building that has been secured against entry and moved to an appropriately-zoned temporary location (“stack lot”) that is fenced or otherwise secured from public access so as not to create an attractive nuisance or to present a hazard to the public from overturning pending eventual movement to the destination lot shall not be considered a violation under section 3410.6.1, so long as the temporary location is identified at the time of moving permit application, and further is for a pre-determined, temporary duration not to exceed 180 days.

- (18) Accessibility For Existing Buildings. Section 3411 is hereby deleted in its’ entirety.
- (19) Applicability. Section 3412.2 is hereby amended to read as follows:

3412.2 Applicability. Structures existing prior to April 28, 1938 in which there is work involving additions, alterations or changes of occupancy shall be made to comply with the requirements of this section or the provisions of Sections 3403 through 3409. The provisions in Sections 3412.2.1 through 3412.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be,

in Groups A, B, E, F, M, R, S and U. These provisions shall not apply to buildings with occupancies in Group H or I.

- (20) Flood hazard areas. Section 3412.2.4.1 is hereby amended to read as follows:

3412.2.4.1. Flood hazard areas. For existing buildings located in flood hazard areas established in Article 30.03.008 of the Lubbock Code of Ordinances, if the alterations and repairs constitute substantial improvement of the existing building, as defined in Article 30.01.001, the existing building shall comply with the flood design requirements in Article 30.03.071.

- (21) Accessibility. Section 3412.2.5 is hereby deleted in its' entirety.

- (22) Zoning regulations. A new section H101.1 is hereby added to read as follows:

H101.1. Zoning regulations. Chapter 40 (zoning) of the Code of Ordinances regulates the permissibility, placement, and physical characteristics of signs upon premises within the city based on particular zoning district requirements. Any reference to a particular sign type, size, height, or other physical characteristic within this Appendix should not therefor be construed as allowing such if otherwise prohibited or regulated by chapter 40 of the Code of Ordinances.

- (23) Signs exempt from permits. Section H101.2 is hereby amended to read as follows:

H101.2 Signs exempt from permits. The following signs are exempt from the requirements to obtain a permit before erection:

1. Temporary signs announcing the sale or rent of property.
2. Signs erected by transportation authorities.
3. The changing of moveable parts of an approved sign that is designed for such changes, or the repainting or repositioning of display matter shall not be deemed an alteration.
4. Other signs as set forth in article 40.04, division 1 of the Code of Ordinances, or as deemed appropriate by the building and zoning officials.

- (24) General (roof signs). Section H110.1 is hereby amended to read as follows:

Roof signs shall be constructed entirely of metal or other approved noncombustible material except as provided for in sections H106.1.1 and H107.1. Provisions shall be made for electric grounding of metallic parts. Where combustible materials are permitted in letters or other ornamental features, wiring and tubing shall be kept free and insulated therefrom. Roof signs shall be so constructed as to leave a clear space of not less than 6 feet (1829 mm) between the roof level and the lowest part of the sign and shall have at least 5 feet (1524 mm) clearance between the vertical supports thereof. Where such clearances cannot be provided, structural analysis of the roof supporting elements shall be undertaken by a structural engineer, including the added dead and wind loading of the sign, and any necessary strengthening provided. No portion of any roof sign structure shall project beyond an exterior wall.

SECTION 4. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

SECTION 5. 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 6. THAT pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

SECTION 7. 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 this ___ day of _____, 2012.

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

GLEN ROBERTSON, MAYOR

ATTEST:

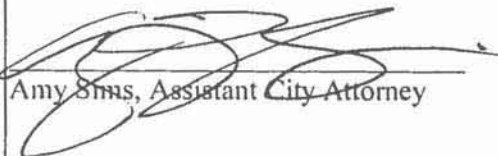
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



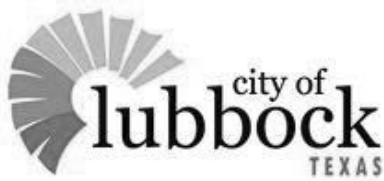
Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

IBC 2009 Ord. International Bldg Code
4.23.12



Regular City Council Meeting

5. 10.

Meeting Date: 06/07/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Ordinance 2012-O0051 Zone Case 2374-F: Consider request of Hugo Reed and Associates, Inc., (for BBM Capital) for a zoning change from A-1 (Family Apartment District) to IHC (Interstate Commercial District), limited to recreational vehicle sales and service, an extension of camper coach sales and services, on 2.04 acres of unplatted land out of Block E, Section 4 (south of South Loop 289 and east of Avenue S).

Item Summary

On May 30, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone 2.04 acres of unplatted land located east of Avenue S from A-1 limited to quadraplex construction to IHC limited to recreational vehicle sales and service.

Proposed Land Use:

The applicant currently owns the land to the east of the proposed property. The proposal allows Camper Coaches to expand the business for outside display and to provide visual access to the showroom facility.

Adjacent Land Uses:

North - Loop 289

South - Residential, Zoned A-1 limited to quadraplex construction

East - Commercial, Zoned C-3 (General Retail District)

West - Residential, Zoned R-1 (Single-Family District)

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

The applicant and Terry Holeman appeared before the P&Z Commission to support the request. Before the meeting, the applicant met with two owners who previously opposed the request, but withdrew their opposition during the meeting.

Impact on the Comprehensive Land Use Plan (CLUP):

The parcel where Camper Coaches is located and the RV dealer to the east have been zoned C-4 (Commercial District) allowing camper sales and repair for years. In addition, the parcel has been subject to at least two C-4 zone cases to extend commercial zoning to Avenue S. One was withdrawn and one was denied. The purpose of previous denials and the adoption of the existing A-1 zoning has been to buffer the residential directly to the west across Avenue S.

The residents to the west now are presented with two choices: look at a row of quadraplex units with added traffic to the street and rental units, or have a chain link fence (traditional wood picket fencing does not deter theft in the business area) at a display lot for RV units with a very low attraction of customers at any one time, and no access of the business lot from Avenue S.

The request is a minor change for the CLUP, and that change should be noted in any motion for approval should

the City Council find the proposal acceptable.

Staff has attempted for years, during zone cases, to buffer the residential area to the west, which is not a style of development that normally occurs with the policies of today. However, the parcel proposed for rezoning is not going to be single family, and most home owners are not intrigued with the presence of multifamily just across the street. A neighborhood issue associated with the intercom on the business parcel is proposed as a condition (and has already been rectified by the business owner).

P&Z Commission Recommendation:

The P&Z Commission recommends approval of the case with a minor CLUP change and the following five conditions:

1. The one permitted use on the parcel shall be the sale and service of recreational vehicles.
2. A perimeter fence of chain link shall be allowed on the property line exclusive of the two vision triangle street intersections.
3. No curb cuts are allowed from Avenue S.
4. A new means of communication versus intercom shall be introduced by the owner of the business.
5. Perimeter lighting shall be directed toward the sales lot.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - ZC 2374-F

ZC - 2374-F

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2374-F**; A ZONING CHANGE FROM A-1 TO IHC ZONING DISTRICT LIMITED TO **RECREATIONAL VEHICLE SALES, AN EXTENSION OF CAMPER COACHES SALES AND SERVICES, ON 2.04 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 4, 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, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 2374-F

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from A-1 to IHC zoning district **limited to recreational vehicle sales, an extension of Camper Coaches Sales and Services on 2.04 acres of unplatted land out of Block E, Section 4, City of Lubbock, Lubbock County, Texas, located at south of South Loop 289 and East of Avenue S, 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 one permitted use on the parcel shall be the sale and service of recreational vehicles.**
- 2. THAT a perimeter fence of chain link shall be allowed on the property line exclusive of the two vision triangle street intersections.**
- 3. THAT no curb cuts are allowed from Avenue S.**
- 4. THAT a new means of communication versus intercom shall be introduced by the owner of the business.**
- 5. THAT the perimeter lighting shall be directed toward the sales lot.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

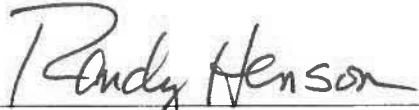
Passed by the City Council on second reading on _____.

GLEN ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



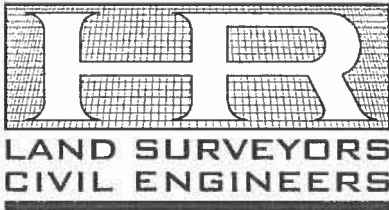
Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2374-F
May 3, 2012



HUGO REED AND ASSOCIATES, INC.

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

Exhibit A

PROPOSED IHC ZONING

METES AND BOUNDS DESCRIPTION of an approximate 2.04 acre tract of land located in Section 4, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING in the South right-of-way line of South Loop 289 at the Northwest corner of Tract "C", Southview Park, an addition to the City of Lubbock, Lubbock County, Texas, same being a point which bears West approximately 1123 feet and North approximately 660 feet from the Southeast corner of the Northeast Quarter (NE/4) of Section 4, Block E, Lubbock County, Texas;

THENCE South, along the West boundary of said Tract "C", Southview Park, an approximate distance of 424.0 feet to the Southwest corner of said Tract "C" in the North right-of-way line of 74th Street;

THENCE West, along the North right-of-way line of 74th Street, an approximate distance of 192.6 feet;

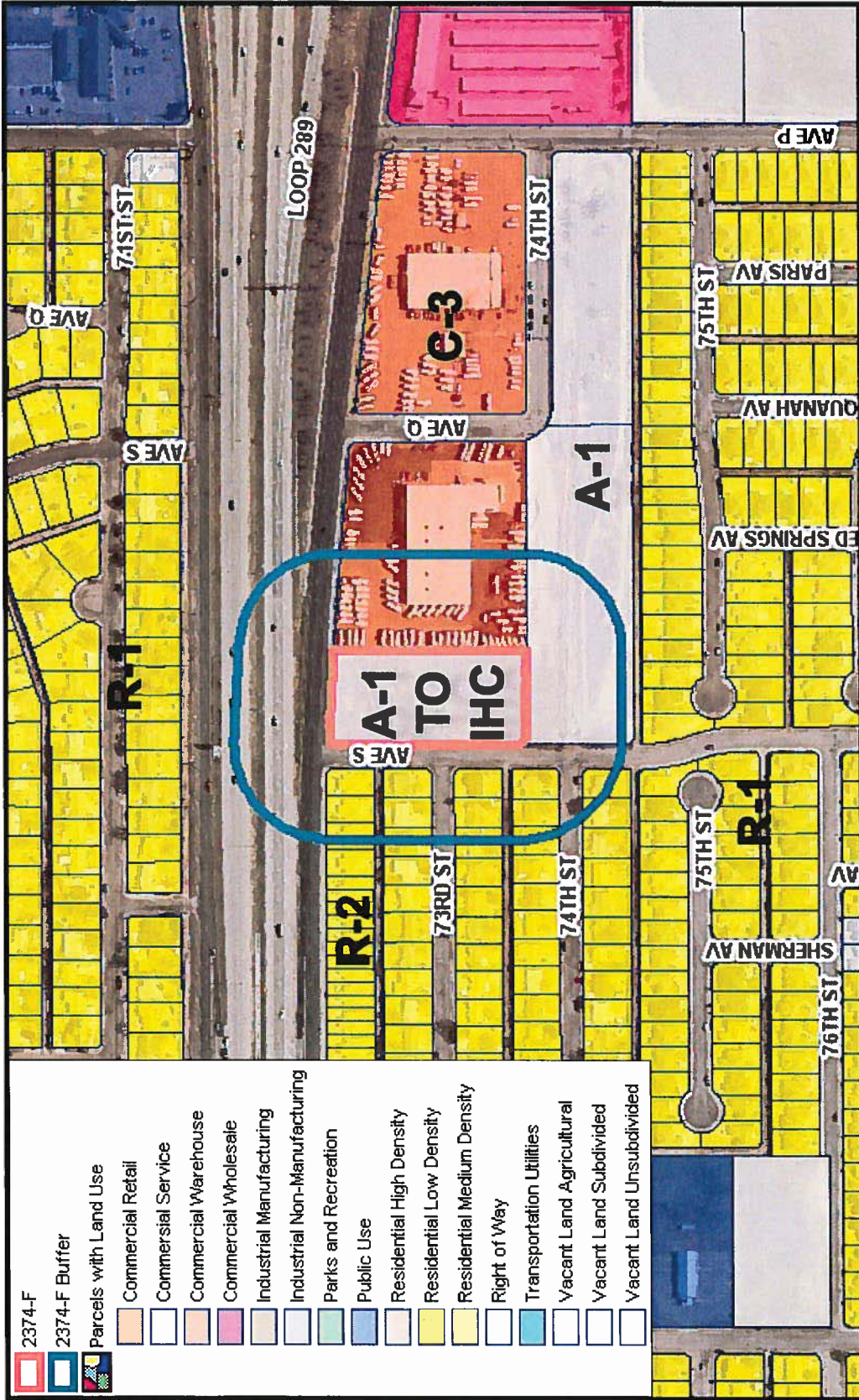
THENCE N. 45° W., continuing along the North right-of-way line of 74th Street, an approximate distance of 21.2 feet to a point in the East right-of-way line of Avenue "S";

THENCE North, along the East right-of-way line of Avenue "S", an approximate distance of 419.5 feet to a point in the South right-of-way line of South Loop 289;

THENCE Southeasterly around a curve to the right, said curve having a radius of 11,444.16 feet, an approximate chord bearing of S. 87°06'16" E., and approximate chord distance of 207.9 feet to the Point of Beginning.

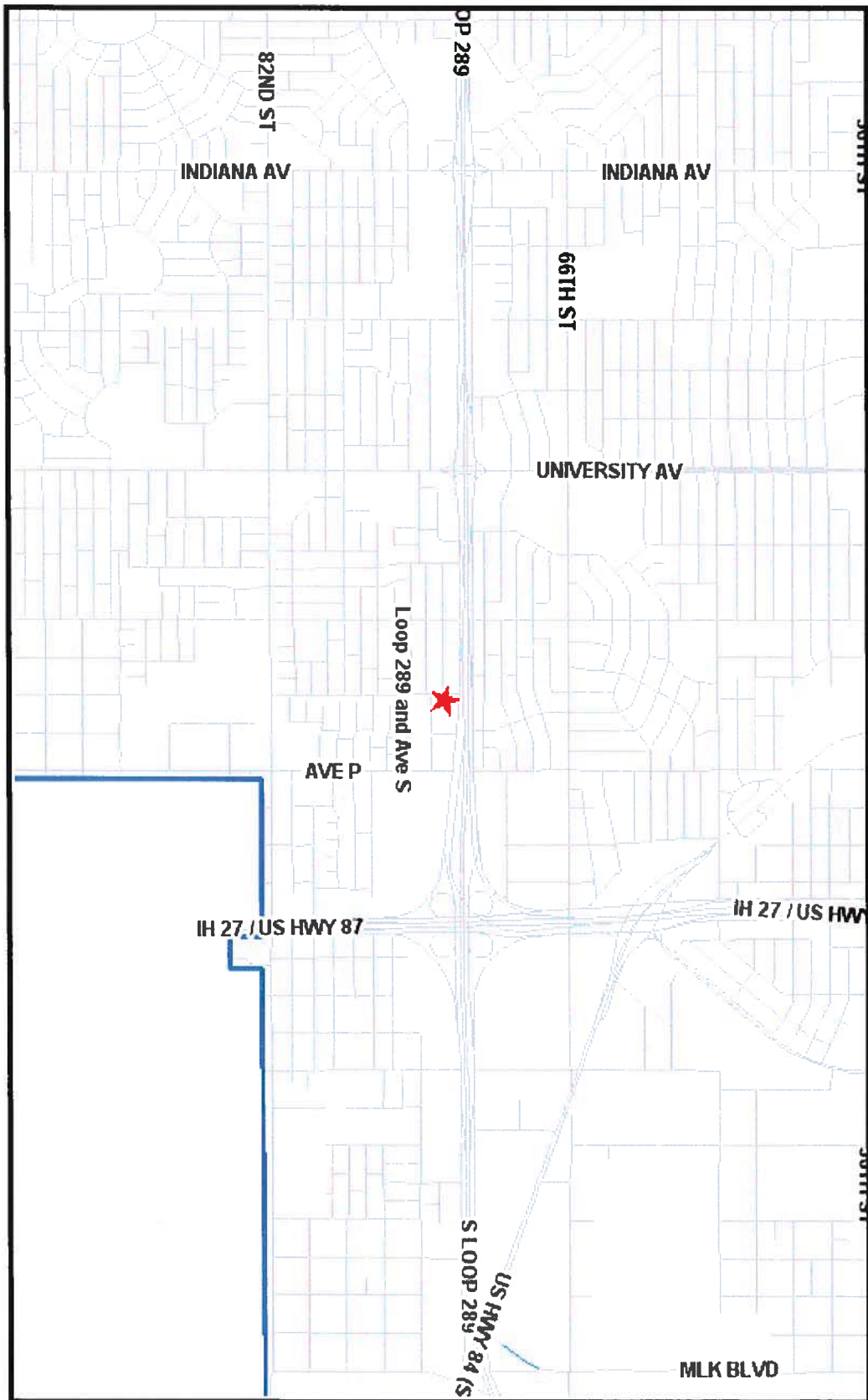
DOES NOT REPRESENT AN ON-THE-GROUND SURVEY. PREPARED FOR ZONE CHANGE ONLY AND SHALL NOT BE RECORDED FOR ANY REAL PROPERTY PURPOSES.

Prepared for: BBM Capital
April 9, 2012



P.Z.C. Case 2374-F

Request of Hugo Reed and Associates, Inc. (for BBM Capital) for a zoning change from A-1 to IHC, limited to recreational vehicle sales, an extension of Camper Coaches Sales and Services





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 BBM Capital
1701 South Loop 289
Street/Post Office Box
Lubbock, Texas 79423
City State Zip
(806) 748-7274
Telephone

Location or Address: South Loop 289 and Avenue "S"

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: A-1

Acreage or Square Footage of Property: 2.04 acres

Zoning Requested: IHC with conditions (see attachment)

Proposed Development: Extension of Camper Coaches Sales and Services

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

Applicant's Signature Terry Holeman

Date April 10, 2012

Filing Fee: \$481 (Camper Coaches #20754)
(\$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 17312 CR# 20754 For City Use Only mfb map 19

Zone Case No.: 2374-F Agenda No.: 2

Request for zoning change from: A-1 To: IHC limited

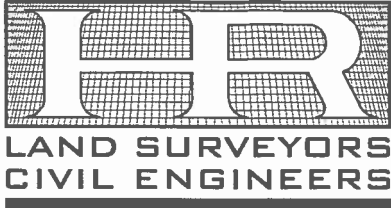
2.04 acres of unplatted land out of block E section 4

on Lot(s):

Block(s):

Subdivision:

Address: South of South Loop 289 137
East of Ave S



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

REQUESTED CONDITIONS

The following are conditions requested with this zoning application

From the Lubbock Code of Ordinances:

Sec. 40.03.2842(d) – Proponent requests that no solid screening fence be required. This project is a proposed continuation of the existing recreational vehicle sales facility currently fenced with a non-solid security fence.

Sec. 40.03.2855(b)(1) – Proponent requests a waiver on the building material requirements for any portion of the building facing 74th Street. The south face of any new building or addition to an existing building would likely function as a service area.

Sec. 40.03.2855(h)(1) – Proponent requests a waiver of minimum landscape requirements. Existing facility has well less than the standard minimum requirement and it is Proponent's desire is to utilize this tract for additional inventory with a similar percentage and type of landscape coverage.

Sec. 40.03.2856(a) – Property is bounded by streets on 3 sides. Proponent requests the ability to place a full-height non-solid security fence along the property line adjacent to the streets. Visibility triangles will be honored at the street intersections as customarily required.

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

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2374-F

RECEIVED
MAY 19 2012
PLANNING DEPARTMENT

In Favor of

Opposed

Reasons and/or Comments:

Value of my home will decrease. We also already hear the intercoms. If it is closer it will be even more disruptive if we want to enjoy being outside. also traffic will increase & be a safety hazard for children playing in the neighborhood.

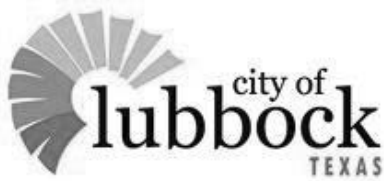
Print Name Lorrie Crain

Signature: Lorrie Crain

Address: 1903 73rd St

Address of Property Owned: 1903 73rd St

5 of 15 Zone Case Number: 2374-F 6182
CRAIN, LORRIE DAWN
1903 73RD ST



Regular City Council Meeting

5. 11.

Meeting Date: 06/07/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Ordinance 2012-O0052 Zone Case 2895-H: Consider request of AMD Engineering, LLC, (for Lubbock Land Company) for a zoning change from R-1 (Single-Family District) Specific Use for single family with a reduced setback to R-1 Specific Use for garden homes with an 18-inch rear setback for non-rear facing garages on 2.67 acres of unplatted land out of Blocks A-K, Section 28 (89th Street west of Kewanee Avenue).

Item Summary

On May 30, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to change the zoning from R-1 Specific Use for single family with a reduced setback to R-1 Specific Use for garden homes with an 18-inch rear setback for non-rear facing garages.

Proposed Land Use:

The applicant proposes garden home construction.

Adjacent Land Uses:

North - Residential, R-1 Specific Use

South - Residential, R-1 Specific Use

East - Residential, R-1 Specific Use

West - Residential, R-1 Specific Use (GO (Garden Office District) further west near to Milwaukee Avenue)

The property is currently zoned R-1 Specific Use with a 20-foot reduced setback and a reduced rear setback for three car garages or accessory structures to "zero." The proposal maintains the 20-foot front setback (versus the allowed fifteen feet), the side setback on corner lots may be five feet, and will allow the rear setback to eighteen inches from the property line for a garage that is 90 degrees to the alley property line.

Recently, requesting an 18-inch rear setback allowing for more garage space on the property has become common practice.

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):

Because the property remains R-1, there is no change to the CLUP.

P&Z Commission Recommendation:

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

1. The corner lot may have a five-foot setback.
2. A non-rear-facing, 3 car or additional garage, aligned at 90 degrees to the alley, with access from the driveway may have an 18-inch setback.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - ZC 2895-H

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. 2895-H**; A ZONING CHANGE FROM **R-1 SPECIFIC USE FOR SINGLE FAMILY WITH A REDUCED SETBACK** TO **R-1 SPECIFIC USE FOR GARDEN HOMES WITH AN 18 INCH REAR SETBACK FOR NON-REAR FACING GARAGES ON 2.67 ACRES OF UNPLATTED LAND OUT OF BLOCK A-K, SECTION 28, 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. 2895-H

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use for single family with a reduced setback** to **R-1 Specific Use for garden homes with an 18 inch rear setback for non-rear facing garages on 2.67 acres of unplatted land out of Block A-K, Section 28, City of Lubbock, Lubbock County, Texas, located at 89th Street west of Kewanee Avenue**, subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the corner lot may have a five foot (5) setback.**
- 2. THAT a non-rear facing, 3rd car or additional garage, aligned at ninety degrees to the alley with access from the driveway which may have an 18 inch setback.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use for single family with a reduced setback** 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 **89th Street west of Kewanee Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

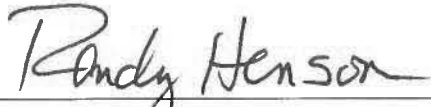
Passed by the City Council on second reading on _____.

GLEN ROBERTSON, 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/ZC2895-H
May 3, 2012



Exhibit A

Rezone to R-1 Specific Use for Garden Homes

METES AND BOUNDS DESCRIPTION of a 2.67 acre tract of land located in Section 28, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 1°46'31" W approximately 2581.4 feet S 88°16'2" E approximately 1370.4 feet from the Northwest corner of Section 28, Block AK, Lubbock County, Texas;

THENCE S 46°34'31" E an approximate distance of 431.5 feet;

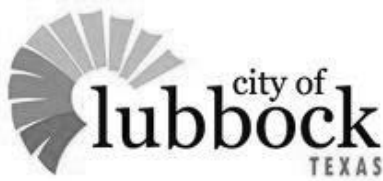
THENCE S 43°25'29" W an approximate distance of 270 feet;

THENCE N 46°34'31" W an approximate distance of 431.5 feet;

THENCE N 43°25'29" E an approximate distance of 270 feet to the Point of Beginning and containing approximately 2.67 acres, including any Right of Way.

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

Prepared for: Lubbock Land Company
April 17, 2012



Regular City Council Meeting

5. 12.

Meeting Date: 06/07/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Ordinance 2012-O0053 Zone Case 3047-C: Consider request of AMD Engineering, LLC, (for Oakmont Estates Investments of Lubbock) for a zoning change from R-1 (Single-Family District) Specific Use for Vintage Township to R-1 Specific Use for garden homes with a reduced setback for corner lots and an 18-inch rear setback for non-rear-facing garages on 2.94 acres of unplatted land (proposed lots 1-11 Oakmont Addition); 139.16 acres of unplatted land, with a reduced 20-foot front setback and a 5-foot side setback on corner lots; and a reduced rear setback of 18 inches for non-rear-facing garages out of Block E-2, Section 23 (south of 114th Street and east of Quaker Avenue).

Item Summary

On May 30, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone 142 acres from R-1 Specific Use for a portion of Vintage Township to R-1 Specific Use for reduced setbacks and garden homes with a third car garage (an additional non-rear-facing garage to be built within 18 inches of the rear property line).

Proposed Land Use:

The proponent is proposing one block (11 lots) to be built as garden homes in the Oakmont Estates subdivision with the balance of the 142 acres to be single family with reduced setbacks including allowances for a 3-car garage (an additional non-rear-facing garage to be built up to 18 inches to the rear property line).

The case removes the design regulations from the Vintage Township Specific Use case for a subdivision with the proposed conditions.

Adjacent Land Uses:

North - Residential, Zoned R-1 and A-2 (High-Density Apartments District)

South - Vacant Residential and Commercial, Zoned GO (Garden Office District) and T (Transitional District)

East - Residential, Zoned R-1 Specific Use for Vintage Township

West - Vacant Commercial, Zoned CB-2 Specific Use for Vintage Township

Impact on the Comprehensive Land Use Plan (CLUP):

The request is in compliance with CLUP.

Planning and Zoning (P&Z) Commission Recommendation:

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

- 2.94 acre tract (Proposed Lots 1-11)
Garden homes shall be allowed with a non-rear-facing, third car or additional garage, aligned at 90 degrees to the alley with access from the driveway, which may have an 18-inch setback.
- 139.16 acre tract:
Single family homes are allowed with a 20-foot front setbacks and 5-foot side setback on corner lots. A

non-rear facing, third car or additional garage, aligned at 90 degrees to the alley with access from the driveway, with a maximum 18-inch setback.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - ZC 3047-C

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3047-C**; A ZONING CHANGE FROM **R-1 SPECIFIC USE (VINTAGE TOWNSHIP)** TO **R-1 SPECIFIC USE FOR GARDEN HOMES WITH A REDUCED SETBACK FOR CORNER LOTS AND AN 18 INCH REAR SETBACK FOR NON-REAR FACING GARAGES**, ON **2.94 ACRES OF UNPLATTED LAND (PROPOSED LOTS 1-11 OAKMONT ADDITION)**; AND **139.16 ACRES OF UNPLATTED LAND, WITH A REDUCED FRONT SETBACK (20 FEET) AND A FIVE (5) FOOT SIDE SETBACK ON CORNER LOTS AND A REDUCED REAR SETBACK OF 18 INCHES FOR NON-REAR FACING GARAGES OUT OF BLOCK E-2, SECTION 23, 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. 3047-C

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 (Vintage Township)** to **R-1 Specific Use for garden homes with non-rear facing garages on 2.94 acres**

of unplatted land (proposed lots 1-11 Oakmont Addition); and 139.16 acres of unplatted land, with a reduced twenty (20) foot front setback and a five (5) foot side setback on corner lots and a reduced rear setback of 18 inches for non-rear facing garages out of Block E-2, Section 23, City of Lubbock, Lubbock County, Texas, located at south of 114th Street and east of Quaker Avenue, subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

On 2.94 Acre Tract (Proposed lots 1-11)

1. **THAT Garden Homes shall be allowed with a non-rear facing, third car or additional garage, aligned at ninety degrees to the alley with access from the driveway, which may have an 18 inch setback.**

On 139.16 acre tract

2. **THAT single family homes are allowed with a 20' front setbacks and 5' side setback on corner lots. A non-rear facing, third car or additional garage, aligned at ninety degrees to the alley with access from the driveway, which may have an 18 inch setback.**

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 (Vintage Township)** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **south of 114th Street and east of Quaker Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN ROBERTSON, 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/ZC3047-C
May 3, 2012



Rezone to R-1 Specific Use-Garden Homes

METES AND BOUNDS DESCRIPTION of a 2.94 acre tract of land located in Section 23, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°57'39"E approximately 2,799.18 feet and S00°02'21" W approximately 400 feet from the Northwest corner of Section 23, Block E-2, Lubbock County, Texas;

THENCE S 00°02'21" W an approximate distance of 331.14 feet;

THENCE along the arc of a curve to the left having a radius of 438 feet, through a central angle of 46°31'02", having a chord distance of 345.92 feet (chord bears S 23°13'10" E), an arc distance of 355.60 feet;

THENCE S 34°43'55" E an approximate distance of 47.92 feet;

THENCE S 44°02'23" W an approximate distance of 137.84 feet;

THENCE N 44°10'39"W an approximate distance of 333.84 feet;

THENCE N an approximate distance of 548.08feet;

THENCE E an approximate distance of 165.01 feet to the Point of Beginning and containing approximately 2.94 acres, including any Right of Way.

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

Prepared for: Dr. Jewell Davis
April 9, 2012



Rezone to R-1 Specific Use

METES AND BOUNDS DESCRIPTION of a 139.16 acre tract of land located in Section 23, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°57'39"E approximately 660 feet from the Northwest corner of Section 23, Block E-2, Lubbock County, Texas;

THENCE S 89°57'39"E an approximate distance of 2,139.18 feet;

THENCE S 00°02'21" W an approximate distance of 400 feet;

THENCE W an approximate distance of 165.01 feet;

THENCE S an approximate distance of 548.08 feet;

THENCE S 44°10'39"E an approximate distance of 333.84 feet;

THENCE S 44°02'23"W an approximate distance of 164.17 feet;

THENCE S 45°57'39"E an approximate distance of 121.68 feet;

THENCE S 00°02'21"W an approximate distance of 1,250.72 feet;

THENCE N 89°56'27"W an approximate distance of 1,774.35 feet;

THENCE N an approximate distance of 262.77 feet;

THENCE W an approximate distance of 745 feet;

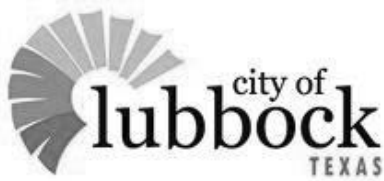
THENCE N an approximate distance of 1,662.91 feet;

THENCE S 89°57'39"E an approximate distance of 340.03 feet;

THENCE N 00°01'19"E an approximate distance of 715 feet to the Point of Beginning and containing approximately 139.16 acres, including any Right of Way.

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

Prepared for: Dr. Jewell Davis
April 9, 2012



Regular City Council Meeting

5. 13.

Meeting Date: 06/07/2012

Information

Agenda Item

Ordinance 2nd Reading – Planning: Ordinance 2012-O0054 Zone Case 2995-O: Consider request of AMD Engineering, LLC, (for George McMahan Development, LLC) for a zoning change from R-1 (Single-Family District) and R-2 (Two-Family District) Specific Use for reduced front setback to R-2 Specific Use for duplex lots with a reduced 20-foot front setback and a 5-foot setback on corner lots on 3.95 acres of unplatted land out of Block AK, Section 30 (north of 68th Street and west of Oakridge Avenue).

Item Summary

On May 30, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone property north of 68th Street and west of Oakridge Avenue from R-1 and R-2 Specific Use to R-2 Specific Use for duplex lots with a reduced front and side yard setback.

Proposed Land Use:

The applicant proposes duplex lots with a reduced front yard setback of 20 feet and a 5-foot setback on corner lots. Without the Specific Use, a 25-foot setback is required. R-2 zoning provides a buffer between the elementary school and R-1.

Adjacent Land Uses:

North - Industrial, Zoned IHI (Industrial Highway Industrial District), vacant

South - Residential, Zoned R-1 Specific Use, vacant

East - Residential, Zoned R-2 Specific Use, Elementary School

West - Residential, Zoned R-1 Specific Use, 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 proposal is consistent with the Comprehensive Land Use Plan. The R-2 zone will provide a buffer between the elementary school and the R-1 Single Family zone.

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 - ZC 2995-O

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2995-O**; A ZONING CHANGE FROM **R-1 AND R-2 SPECIFIC USE TO R-2 SPECIFIC USE FOR DUPLEX LOTS WITH A REDUCED FRONT SETBACK (20 FEET) AND A 5 FOOT SETBACK ON CORNER LOTS ON 3.95 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 2995-O

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 and R-2 Specific Use to R-2 Specific Use for duplex lots with a reduced front setback (20 feet) and a 5 foot setback on corner lots on 3.95 acres of unplatted land out of Block AK, Section 30, City of Lubbock, Lubbock County, Texas, located at north of 68th Street and west of Oakridge Avenue**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 and R-2 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 **north of 68th Street and west of Oakridge Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN ROBERTSON, 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/ZC2995-O
May 3, 2012



Exhibit A

Rezone to R-2

METES AND BOUNDS DESCRIPTION of a 3.95 acre tract of land located in Section 30, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears South approximately 607.7 feet and West approximately 1548.3 feet from the Northeast corner of Section 30, Block AK, Lubbock County, Texas;

THENCE South an approximate distance of 640.5 feet;

THENCE S 45° E an approximate distance of 420.4 feet;

THENCE S 45° W an approximate distance of 153 feet;

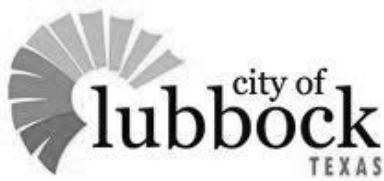
THENCE N 45° W an approximate distance of 483.8 feet;

THENCE North an approximate distance of 703.9 feet;

THENCE East an approximate distance of 153 feet to the Point of Beginning and containing approximately 3.95 acres, including any Right of Way.

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

Prepared for: George McMahan
April 9, 2012



Regular City Council Meeting

5. 14.

Meeting Date: 06/07/2012

Information

Agenda Item

Contract Resolution - Citibus: Consider a resolution authorizing the Mayor to execute Contract 10644 for Vinyl Wrap installation and removal, Bid 12-10644-DG.

Item Summary

The contract establishes annual pricing for the installation and removal of vinyl wraps for Citibus. The costs are covered by advertising revenue with no cost to the City. Bids were received from the following companies:

Clapsaddle Enterprises, LLC.	Austin, TX	\$127,400
Convoy Marketing, LLC.	Decatur, GA	204,470
Narvaez Paint and Body	Lubbock, TX	NQAS

* Not Quoted as Specified.

A bid tabulation is provided.

The contract is awarded by unit price for each item, all or none. The total amount of award is based on estimated quantities and actual expenditures may be more and less depending on actual needs. The price per unit will not change and expenditures will not exceed appropriated funds.

Staff recommends contract award to the lowest responsive bidder, Clapsaddle of Austin, Texas. The contract term is for one year with an option to renew for two additional one year terms.

Fiscal Impact

Funding is appropriated in Adopted FY 2011-12 Citibus Operating Budget.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Reso and Contract
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, Contract No. 10644 for vinyl wraps removal and installation for Citibus, by and between the City of Lubbock and Clapsaddle Enterprises, LLC of Austin, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

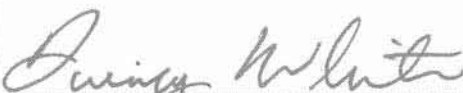
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

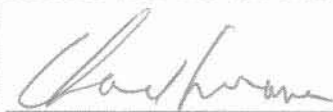
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdops/RES.Contract-Clapsaddle Enterprises, LLC
May 11, 2012

CITY OF LUBBOCK, TX
Contract For Services
Vinyl Wraps Removal and Installation for Citibus
ITB 12-10644-DG

THIS CONTRACT, made and entered into this 30th day of May, 2012, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and Clappsaddle Enterprises LLC, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Vinyl Wraps Removal and Installation for Citibus and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by the Contractor, the City of Lubbock authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said, Vinyl Wraps Removal and Installation for Citibus.

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

- 1 In accordance with City's specifications and Contractor's bid, copies of which specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City, Vinyl Wraps Removal and Installation for Citibus, specifically referred to as Item(s) No.1-16 on the Bid Form and more particularly described in the bid submitted by the Contractor or in the specifications attached hereto.
- 2 The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein The Contractor shall perform the work according to the procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.
- 3 The contract shall be for a term of one (1) year, said date of term beginning upon formal approval. The contract may be renewed for an additional two (1) year terms under the same terms and conditions upon written agreement from both parties.
- 4 This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
- 5 Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
- 6 The 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.

- 7 The City 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.

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

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

Worker's Compensation The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of worker's compensation insurance coverage by contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be a material breach of this Contract." The contractor may maintain Occupational Medical 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. The Contractor shall also provide to the CITY OF LUBBOCK proof of Employers' Liability in an amount no less than \$500,000.

<u>TYPE</u>	<u>AMOUNT</u>
Commercial General Liability Per Occurrence:	\$500,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability Any Auto:	\$500,000
Combined Single Limit	
Bodily Injury (Per Person)	
Bodily Injury (Per Accident)	
Property Damage	
Workers Compensation Statutory Amounts:	\$500,000
Employers' Liability	
And/or	
Occupational Medical & Disability	

The City of Lubbock shall be named a primary additional insured on a primary and non contributory basis, with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

- 10 The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate. The contractor shall also maintain workers compensation insurance in the statutory amount. If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.
11. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
12. This Contract consists of the following documents set forth herein; Invitation to Bid # 12-10644-DG, General Conditions, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

CONTRACTOR

Glen Robertson, Mayor

BY Steven Carl Clapsaddle
Authorized Representative

ATTEST:

Steven Carl Clapsaddle
Print Name

Rebecca Garza, City Secretary

Address

8101 Rimini Trail
Austin, TX 78729

APPROVED AS TO CONTENT:

Quincy White
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, Assistant City Attorney

II. GENERAL CONDITIONS

*** PLEASE READ CAREFULLY ***

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

- 1 **Quantities:** The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.
- 2 **Product Guarantee:** Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.
- 3 **Invoices:** Seller shall submit separate invoices, in duplicate, on 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, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.
- 4 **Delivery Delay:** When delivery delay can be foreseen, the Seller shall give prior notice to the Director of Purchasing and Contract Management, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Director of Purchasing and Contract Management informed at all times of the status of the order. Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Director of Purchasing and Contract Management to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.
- 5 **No Warranty By The City Against Infringements:** As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City 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 The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City 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.
- 6 **Gratuities:** The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City 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 toward 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 the Contract is canceled by the City pursuant to this provision, the City 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 **Warranty-Price:** a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification

covered by the contract for similar quantities under similar or 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 other, or in the

alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses.

b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the 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 or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.

- 8 Cancellation: The City 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 and/or files bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.
- 9 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CFR 1910.1200, which is generally known as the Right to Know Law.)
- 10 Termination: The contract or purchase order may be terminated in whole, or in part by the City. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.
- 11 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.
- 12 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 13 Waiver: No claim or right arising out of a breach of the 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.
- 14 Interpretation-Parole Evidence: This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is 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 the contract, the definition contained in the Code is to control.
- 15 Applicable Law: The Contract shall be governed by the Uniform Commercial Code. Wherever 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 the contract.
- 16 Right To Assurance: Whenever one party to the 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 this 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.
- 17 Indemnification: Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the 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 subcontractor 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 or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the

Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

- 18 Nonappropriation: All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
- 19 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.
- 20 Silence of Specification: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 21 Environmental Stewardship

The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation;
- conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

22 The City 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.

The City of Lubbock is aware of the time and effort you expend in preparing and submitting bids to the City. Please let us know of any bid requirement causing you difficulty in responding to our Invitation to Bid. We want to facilitate your participation so that all responsible vendors can compete for the City's business. Awards should be made approximately two to six weeks after the opening date. If you have any questions, please contact the City of Lubbock Director of Purchasing and Contract Management at (806) 775-2572.

City of Lubbock, Texas
Purchasing and Contract Management
ITB 12-10644-DG- Vinyl Wraps Removal and Installation for Citibus
SPECIFICATIONS

- I. **SCOPE:** This solicitation is an Invitation for Bid to establish an annual price contract for Installation and removal of Vinyl Wraps for Citibus

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

II. **SCOPE OF WORK**

A. **INSTALLATION**

1. Installation of Vinyl wraps will be done at the Citibus facility located 801 Texas Ave, Lubbock TX 79401
2. Buses will be available for work an average of 6 days per week 8:00am to 11:00pm. Buses will be washed by Citibus through our bus washer, any additional cleaning or cleaning materials will be part of the bid price.
3. Installation will be warranted to match the expected life of the vinyl wrap (For Example 1year, 2 year, etc). Additionally no glue or material will be applied to hold the vinyl in place that will damage the underlying paint finish or that is not easily removable, any prior damage should be noted before vinyl is installed. Any underlying decals that are damaged by wrapping will be replaced by Citibus at their cost after the wrap is removed.
4. Vendor must repair or replace any section of the wrap that peels, tears, bubbles or fades
5. Installation time should be less than 1 week, if more time is needed verbal approval must be received from Robert (Bob) Rosencranse, Director of Maintenance & Procurement.

B. **REMOVAL**

1. Removal of Vinyl wraps will be done at winning vendors location
2. Vendor will be required to remove the wrap and ensure that no paint will peel from the bus.
3. Removal time should be less than 1 week, if more time is needed verbal approval must be received from Robert (Bob) Rosencranse, Director of Maintenance & Procurement

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

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

1. Statement of Eligibility
2. Affidavit of Non-Collusion
3. List of Similar Contracts
4. Buy America Certificate

- III **TERM:** The contract shall be for a term of one (1) year, said date of term beginning upon formal approval. The contract may be renewed for an additional two (1) year terms under the same terms and conditions upon written agreement from both parties.

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

City of Lubbock
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 12-10644-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **12-10644-DG** 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	14	Ea	Full/Full Wrap, bumper to bumper, both sides and rear, Installation, per spec.	\$2,150.00	\$30,100.00
2	14	Ea	Full/Full Wrap, bumper to bumper, both sides and rear, Removal, per spec.	\$800.00	\$11,200.00
3	14	EA	Full/Short Wrap, door to driver, both sides and rear. Installation, per spec.	\$2,000.00	\$28,000.00
4	14	EA	Full/Short Wrap, door to driver, both sides and rear. Removal of Wrap, per spec.	\$750.00	\$10,500.00
5	14	EA	Half Bus, one side no rear. Installation, per spec.	\$1,100.00	\$15,400.00
6	14	EA	Half Bus, one side no rear. Installation Removal of Wrap per spec.	\$400.00	\$5,600.00
7	14	EA	Below Windows, one side only, no rear. Installation, per spec.	\$275.00	\$3,850.00
8	14	EA	Below Windows, one side only, no rear Removal of Wrap per spec.	\$125.00	\$1,750.00
9	14	EA	King Kong wrap, between wheel wells floor to ceiling. Installation, per spec.	\$500.00	\$7,000.00
10	14	EA	King Kong wrap, between wheel wells floor to ceiling. Removal of Wrap per spec.	\$200.00	\$2,800.00
11	14	EA	Back only, with back bumper. Installation, per spec.	\$250.00	\$3,500.00
12	14	EA	Back only, with back bumper. Removal of Wrap per spec.	\$125.00	\$1,750.00
13	14	EA	Headline Banner, one side only Installation, per spec.	\$250.00	\$3,500.00
14	14	EA	Headline Banner, one side only Removal of Wrap per spec.	\$100.00	\$1,400.00
15	14	EA	King 30" X 144" banner one side. Installation, per spec.	\$50.00	\$700.00
16	14	EA	King 30" X 144" banner one side. Removal of Wrap per spec.	\$25.00	\$350.00
				Total	\$127,400.00

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net calendar days. 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 Clapsaddle Enterprises LLC a corporation organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Clapsaddle Enterprises LLC
 Address: 8101 Rimini Trail
 City: Austin, TX State: TX Zip: 78729

Bidder acknowledges receipt of the following addenda:

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

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

City of Lubbock, TX
 Vinyl Wraps
 Bid Tabulation
 May 30, 2012

ITB 12-10644-DG

Vinyl Wraps Removal and Installation - Annual Pricing

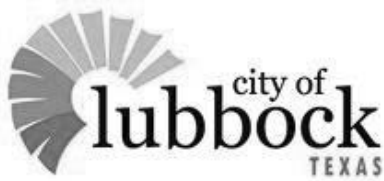
Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	14	EA	Full Wrap			
			ClappSaddle Enterprises, LLC	Austin, TX	2,150	\$ 30,100
			Convoy Marketing,LLC	Decatur, GA	4,200	58,800
2	14	EA	Full Wrap Removal			
			Convoy Marketing,LLC	Decatur, GA	450	6,300
			ClappSaddle Enterprises, LLC	Austin, TX	800	11,200
			Narvaez Paint and Body	Lubbock, TX	1,000	14,000
3	14	EA	Full Short Wrap			
			ClappSaddle Enterprises, LLC	Austin, TX	2,000	28,000
			Convoy Marketing,LLC	Decatur, GA	3,600	50,400
4	14	EA	Full Short Wrap Removal			
			Convoy Marketing,LLC	Decatur, GA	400	5,600
			Narvaez Paint and Body	Lubbock, TX	700	9,800
			ClappSaddle Enterprises, LLC	Austin, TX	750	10,500
5	14	EA	Half Bus			
			ClappSaddle Enterprises, LLC	Austin, TX	1,100	15,400
			Convoy Marketing,LLC	Decatur, GA	1,950	27,300
6	14	EA	Half Bus Removal			
			Convoy Marketing,LLC	Decatur, GA	200	2,800
			ClappSaddle Enterprises, LLC	Austin, TX	400	5,600
			Narvaez Paint and Body	Lubbock, TX	450	6,300
7	14	EA	Below Windows One Side Only			
			ClappSaddle Enterprises, LLC	Austin, TX	275	3,850
			Convoy Marketing,LLC	Decatur, GA	900	12,600
8	14	EA	Below Windows One Side Only Removal			
			Narvaez Paint and Body	Lubbock, TX	20	280
			Convoy Marketing,LLC	Decatur, GA	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	125	1,750
9	14	EA	King Kong Wrap			
			ClappSaddle Enterprises,LLC	Austin, TX	500	7,000
			Convoy Marketing,LLC	Decatur, GA	1,140	15,960

City of Lubbock, TX
Vinyl Wraps
Bid Tabulation
May 30, 2012

ITB 12-10644-DG

Vinyl Wraps Removal and Installation - Annual Pricing

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
10	14	EA	King Kong Wrap Removal			
			Convoy Marketing,LLC	Decatur, GA	140	1,960
			ClappSaddle Enterprises, LLC	Austin, TX	200	2,800
			Narvaez Paint and Body	Lubbock, TX	1,200	16,800
11	14	EA	Back only with Bumper			
			ClappSaddle Enterprises,LLC	Austin, TX	250	3,500
			Convoy Marketing,LLC	Decatur, GA	600	8,400
12	14	EA	Back only with Bumper Removal			
			Convoy Marketing,LLC	Decatur, GA	60	840
			ClappSaddle Enterprises, LLC	Austin, TX	125	1,750
			Narvaez Paint and Body	Lubbock, TX	200	2,800
13	14	EA	Headline Banner one side only			
			ClappSaddle Enterprises, LLC	Austin, TX	250	3,500
			Convoy Marketing,LLC	Decatur, GA	540	7,560
14	14	EA	Headline Banner one side only Removal			
			Convoy Marketing,LLC	Decatur, GA	55	770
			Narvaez Paint and Body	Lubbock, TX	100	1,400
			ClappSaddle Enterprises, LLC	Austin, TX	100	1,400
15	14	EA	King 30" X 144" Banner one side			
			ClappSaddle Enterprises, LLC	Austin, TX	50	700
			Convoy Marketing,LLC	Decatur, GA	240	3,360
16	14	EA	King 30" X 144" Banner one side Removal			
			ClappSaddle Enterprises, LLC	Austin, TX	25	350
			Convoy Marketing,LLC	Decatur, GA	30	420
			Narvaez Paint and Body	Lubbock, TX	400	5,600
			All or None Items 1 - 16			
			ClappSaddle Enterprises, LLC	Austin, TX	\$	127,400
			Convoy Marketing,LLC	Decatur, GA		204,470
			Narvaez Paint and Body	Lubbock, TX		56,980
			Bid only on items 2,4,6,8,10,12,14,16			



Regular City Council Meeting

5. 15.

Meeting Date: 06/07/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution calling for a public hearing proposing an amendment to the Urban Renewal Plan Area 23 to revise the existing Urban Renewal Land Use Plan from R-1 (Single-Family District) to IHC (Interstate Highway Commercial District) Specific Use in the 300 Block of Vernon Avenue and Avenue V, legally described as Lots 5 through 20, Block 11, Green Hankins Addition, to the City of Lubbock, Lubbock County, Texas.

Item Summary

The Urban Renewal Board of Commissioners voted on the approval of a proposed sale of an Urban Renewal vacant lot at 305 Vernon Avenue to Wilkerson Investment Company contingent on the approval of the Urban Renewal Land Use Plan No. 23 of November 17, 1977, being revised from Residential (R-1) to Commercial Use and, also, on the approval by the Planning and Zoning Commission of the City's Zoning from Multi-family (R-3) to Interstate Highway Commercial (IHC) Specific Use for a hotel development in the 300 Block of Vernon Avenue and Avenue V property legally described above.

City Council approved a previous date during the May 30, 2012 meeting. Due to advertising requirements, a new date must be set for the public hearing which will be held July 12, 2012, at 9:30 a.m.

Fiscal Impact

The public hearing will have no fiscal impact. However, the commercial development will have a positive impact on economic development, increased property tax revenue, and enhancement of the area.

Staff/Board Recommending

Quincy White, Assistant City Manager

Urban Renewal Board of Commissioners

Attachments

Resolution - Urban Renewal Plan

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby authorize the date and time to hold a public hearing for a proposed amendment to Urban Renewal Plan Area 23 from the existing Urban Renewal Land Use of Residential (R-1) to Commercial as follows:

<u>Area</u>	<u>Legal Description</u>	<u>Public Hearing Time & Date</u>	<u>Current Urban Renewal Land Use</u>	<u>Proposed Urban Renewal Land Use</u>
23	Lots 5 through 20, Block 11, Green Hankins Addition to the City of Lubbock, Lubbock County, Texas.	July 12, 2012 9:30 AM	Residential (R-1)	Commercial

Passed by the City Council this _____ day of _____ 2012

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



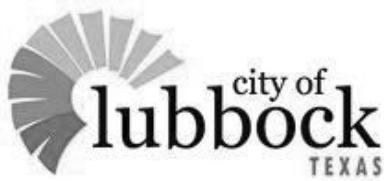
Bill Howerton, Citibus

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/Urban Renewal Agency -Plan Nbr 23 Amendment
5/21/12



Regular City Council Meeting

6. 1.

Meeting Date: 06/07/2012

Information

Agenda Item

Resolution - City Council: Consider a Resolution authorizing the Mayor to execute a Settlement Agreement and Release between the City of Lubbock and Martha Ellerbrook in connection with Case number 11-10058, In The United States Court of Appeals For The Fifth Circuit, Appeal from the United States District Court for the Northern District of Texas USDC No. 5:09-CV-144.

Item Summary

The Resolution authorizes the Mayor to execute a Settlement Agreement and Release with Martha Ellerbrook that will terminate all legal actions between the City of Lubbock and Martha Ellerbrook.

Fiscal Impact

The City will pay its self insured retention and any costs associated with any normal employment tax. All other costs and expenses shall be paid by the City's carrier.

Staff/Board Recommending

Mr. Bob Craig, outside legal counsel

Attachments

Resolution - Ellerbrook

RESOLUTION

BE IT RESOLVED by the City Council of the City of Lubbock, Texas:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute a Settlement Agreement and Release between the City of Lubbock, Texas and Martha Ellerbrook in connection with Martha Ellerbrook v. City of Lubbock, No. 11-10058, In The United States Court of Appeals For The Fifth Circuit, Appeal from the United States District Court for the Northern District of Texas USDC No. 5:09-CV-144, in a form and substance as set forth in Exhibit "A" attached hereto and incorporated herein for all purposes, and related documents.


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

GLEN C. ROBERTSON, MAYOR

ATTEST:

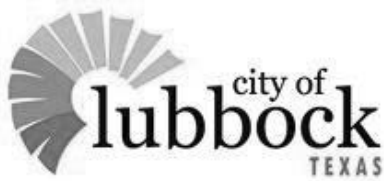
Rebecca Garza, City Secretary

APPROVED:



Sam Medina, City Attorney

Reso.Ellerbrook Settlement Agrmnt 6.1.12



Regular City Council Meeting

6. 2.

Meeting Date: 06/07/2012

Information

Agenda Item

Resolution - City Council: Consider a Resolution designating the southernmost portion of Stumpy Hamilton Park, or other appropriate City sites, as a dog park area, contingent upon securing private funding and/or donations.

Item Summary

Consider a resolution designating the southernmost portion of Stumpy Hamilton Park as a dog park area, contingent upon securing private funding and/or donations.

Fiscal Impact

-

Staff/Board Recommending

Todd Klein, Councilman, District 3

Attachments

Resolution - Community Services - Dog Park Area

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, Texas recognizes the valuable addition that dogs and other pets make to their owners and to the community generally; and

WHEREAS, the City of Lubbock has no formally designated area or park that is specifically landscaped, equipped, or otherwise intended predominately for recreational use by dogs and their owners; and

WHEREAS, concerned citizens are diligently pursuing avenues for private funding in order to minimize or eliminate the need for public funding to establish a designated dog park area, in the event an area is so designated; and

WHEREAS, the City Council of the City of Lubbock desires to designate and maintain certain land located within the City of Lubbock as a dog park area, contingent upon the City's securing private funding and/or donations, or upon future appropriation by the City Council, in an amount sufficient to properly fund the establishment thereof, on or before October 1, 2013.

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

1. THAT the southernmost portion of Stumpy Hamilton Park, said tract of land being bordered by Avenue W, 22nd Street, Avenue X, and 23rd Street, and depicted in Exhibit "A" attached hereto, is hereby designated as a dog park area, contingent upon the City's securing private funding and/or donations in forms and amounts acceptable to the City Manager to fund properly the inclusion of amenities set forth in Exhibit "B" hereto, or alternatively upon future appropriation by the City Council; and
2. THAT unless the City shall secure private funding and/or donations, in amounts sufficient to fund properly the inclusion of certain amenities as set forth in Exhibit "B" hereto, and in forms and amounts acceptable to the City Manager, or alternatively the City Council shall make appropriation therefor, on or before October 1, 2013, this resolution shall be null and void, and of no further force and effect.
3. THAT nothing herein shall constitute a formal dedication of parkland, and in the event the City of Lubbock shall cease to use the area herein designated as a dog park area as such, the subject area shall revert to undesignated open space, subject to the existing master park plan of the City of Lubbock.

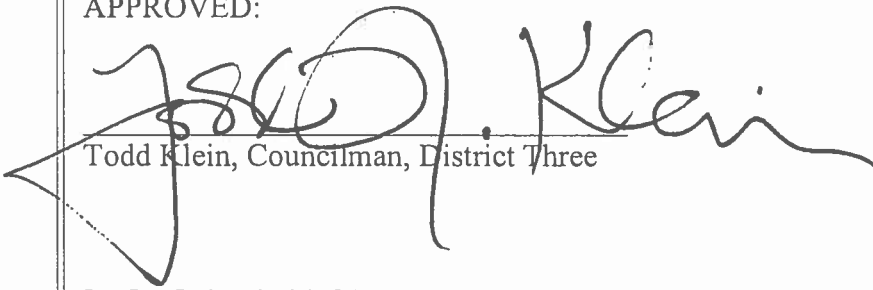
Passed by the City Council this _____ day of _____, 2012.

GLEN ROBERTSON, MAYOR

ATTEST:

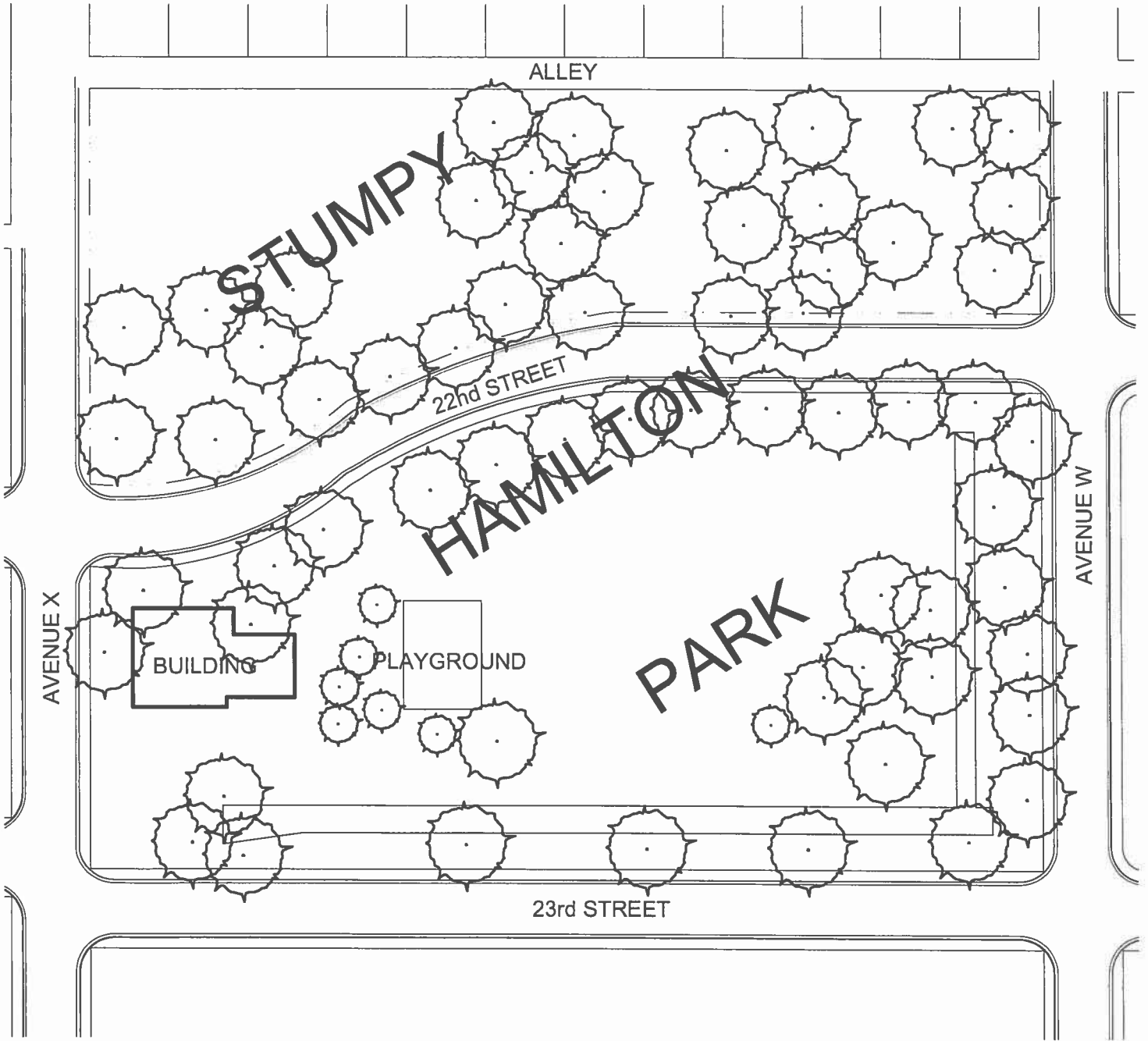
Rebecca Garza, City Secretary

APPROVED:

A handwritten signature in black ink, appearing to read "Todd Klein". The signature is written in a cursive style with a large, stylized initial "T".

Todd Klein, Councilman, District Three

Res-Dog Park.revised 5.18.12



NOT TO SCALE



Parks and Recreation

**City of Lubbock, TX
Parks and Recreation Department
Dog Park Amenities
May 16, 2012**

Item

Fencing 6 ft., 9ga.vinyl coated chain link

Irrigation .25A/10A

Turf seed bed and planting

Concrete flatwork

Maintenace curb

Parking Renovations

Trash containers

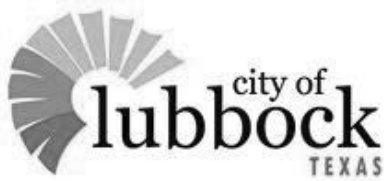
Pet waste disposal stations

Benches

Drinking fountain/water station

Trees

Signage



Regular City Council Meeting

6.3.

Meeting Date: 06/07/2012

Information

Agenda Item

Resolution - City Council: Consider a resolution for a Timothy Cole memorial and designate the location to be near central Lubbock and Texas Tech University.

Item Summary

Consider a resolution for a Timothy Cole memorial and designate the location to be near central Lubbock and Texas Tech University.

Fiscal Impact

-

Staff/Board Recommending

Todd Klein, Councilman, District 3

Attachments

Resolution - Cole Memorial

RESOLUTION

WHEREAS, Timothy Cole resided in Lubbock, Texas, and like many other of his contemporaries lived a peaceful life and attended Texas Tech University in an attempt to better himself and his prospects for success in a career; and

WHEREAS, Timothy Cole was wrongly accused and convicted of a crime he did not commit, and tragically was imprisoned in a dreadful miscarriage of justice; and

WHEREAS, Timothy Cole and his family struggled to reverse this terrible series of events, working tirelessly to convince anyone who would listen of Timothy's innocence; and

WHEREAS, despite the best and noble efforts of Timothy Cole and his family to overturn his wrongful conviction, and to clear his name that was so unjustly tarnished, justice was not served, and Timothy's life ended prematurely in confinement; and

WHEREAS, Timothy Cole has since been cleared of any wrongdoing in connection with the case for which he was accused, tried, and convicted, and he and his family are worthy of recognition for their efforts which, albeit too late to benefit Timothy, will serve to heighten awareness of others who might otherwise face Timothy's fate; and

WHEREAS, the City Council of the City of Lubbock desires to honor the memory of Timothy Cole by accepting and erecting an appropriate privately funded monument-type memorial in a prominent location; and

WHEREAS, the City Council finds that locating the memorial monument near central Lubbock and Texas Tech University would be a fitting tribute for the City of Lubbock to make, and a small gesture to help preserve the legacy of Timothy Cole.

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

THAT, the City Manager is directed to take all necessary steps to prepare a suitable site for location of a privately funded monument memorializing Timothy Cole on property owned by the City of Lubbock at the southwest corner of the intersection of University Avenue and 19th Street in the City of Lubbock; and

THAT, upon donation of the monument, the City Manager shall cooperate with any donor to erect it on the prepared site, and to maintain it consistently with other monuments owned by the City of Lubbock.

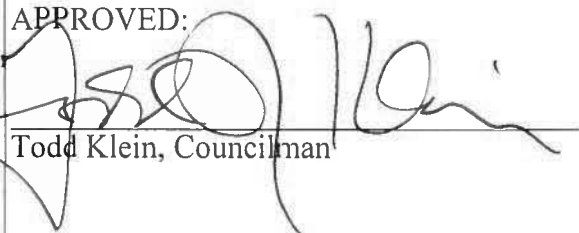
Passed by the City Council this _____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

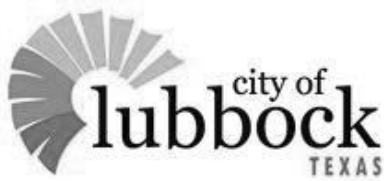
Rebecca Garza, City Secretary

APPROVED:



Todd Klein, Councilman

Timothy Cole Monument.final
5.31.12



Regular City Council Meeting

6. 4.

Meeting Date: 06/07/2012

Information

Agenda Item

Contract Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute a contract with City Bank for renewal of the Naming Rights Agreement, for the City Bank Auditorium and City Bank Coliseum.

Item Summary

The agreement will extend the naming rights for the two facilities for an additional five years under the terms and conditions set forth in the agreement. The total lump sum payment amount for the renewal period is \$432,000 and is due upon execution of this agreement.

Fiscal Impact

Funds realized by this agreement will be added to the Auditorium Renovations project.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - Municipal Auditorium

Naming Rights Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Agreement for the naming rights of the Lubbock Municipal Coliseum and the Lubbock Municipal Auditorium, by and between the City of Lubbock and City Bank, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

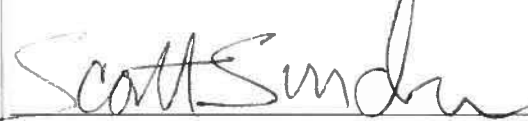
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Naming Rights Agrmt-City Bank
May 29, 2012

NAMING RIGHTS AGREEMENT

This Agreement is dated as of _____, and is between City Bank, a Texas banking association, whose address for notice is 5219 City Bank Parkway, Lubbock, Texas, 79407, c/o Cory Newsom, President, and the City of Lubbock (the "City"), whose address for notice is 1625 13th Street, Lubbock, Texas 79401 c/o Lee Ann Dumbauld, City Manager.

WHEREAS, the City owns, operates, and leases the Lubbock Municipal Coliseum and the Lubbock Municipal Auditorium (the "Facilities") for various sports, cultural, civic, and entertainment events.

WHEREAS, City Bank is proud of its association with the City and the surrounding area and wishes to show its ongoing support of the community.

WHEREAS, the City desires to grant the naming rights for the Facilities to City Bank, and City Bank desires to acquire the naming rights from City, all as hereinafter described in more detail, and for the consideration set forth.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Parties agree as follows.

1. Name of Facilities and Term of Agreement. During the Term of this Agreement, which shall begin on January 1, 2012 and continue until December 31, 2016 ("Expiration Date"), the Facilities Name shall be "City Bank Coliseum" and "City Bank Auditorium" or such name as designated pursuant to Section 3 (the "Facilities Name"). The City agrees to use reasonable commercial efforts to identify the Facilities by the Facilities Name in all official documents, press releases, directional signage, electronic message signs, scoreboards, tickets, brochures, marketing and promotional materials, schedules, letterhead stationery and promotional items in any form produced or disseminated by or for them from the date hereof until the Expiration Date. The City also agrees from the date hereof until the Expiration Date to use reasonable commercial efforts to require each person that contracts for the use of the Facilities to refer to and identify the Facilities by the Facilities Name in all promotional and advertising materials. Occasional immaterial failures to use the Facilities Name shall not be deemed to be a breach of this Agreement.

If a capital improvement project takes place on the Facilities and the Facilities are, therefore, not available to the public, then the Term of this Agreement shall be extended by the number of days the Facilities are not available for public use due to the project. This provision shall only apply to a capital improvement project that is longer than thirty (30) days in duration. This provision shall not apply to maintenance of the Facilities.

2. Consideration. The consideration for the commitments and promises set forth herein is the payment by City Bank of the amount of Four Hundred Thirty-Two Thousand and no/100 Dollars (\$432,000.00), due upon execution of this Agreement.

3. Change of Facilities Name. Although City Bank does not anticipate or plan any change in its corporate name, if City Bank (i) undergoes a name change, or (ii) desires to use the Naming Rights Agreement – City Bank

name of one of its affiliates in the Facilities Name, City Bank shall be entitled to change the Facilities Name to reflect a different name (the “New Name”) upon three (3) months’ written notice to the City. If and when a New Name is selected by City Bank, such New Name shall become the Facilities Name, provided that City Bank and the City shall consult and cooperate with each other concerning plans and logistics to change the Facilities Name to the New Name. In the event that City Bank proposes to change the Facilities Name, City Bank agrees that it will be solely responsible for all costs and expenses that may be incurred by City, or any of its affiliated entities as a result of such change.

4. Placement and Use of Facilities Name. During the Term, the City agrees to display signage as depicted in Exhibit A. Any modifications elected by City Bank shall be subject to City approval.

5. Trademarks and Licensing. City Bank warrants that it is a licensed user of any trademarks, service mark, trade names and/or logos used in the Facilities Name; and City acknowledges that City Bank, or one of its affiliates is the sole owner of the trademarks, service marks, trade names and/or logos used in the Facilities Name. City Bank hereby licenses City to use the Facilities Name and to sublicense others to use the Facilities Name and to subcontract others to manufacture products incorporating or bearing the Facilities Name for food service, related supplies, Facilities supplies, furniture, equipment, novelties, souvenirs, publications and other products used in the operation of the Facilities, the promotion of City and the Facilities and the presentation of other events in the Facilities. All such products may be used, consumed, given away, sold or held for sale. This license shall be a non-exclusive license to City. City shall not be obliged to pay or to cause any sublicense to pay any royalty or other fee to City Bank with respect to any such use. City agrees that all products and/or services offered by the City or its sublicensees that use or contain the Facilities Name shall generally be of a nature and quality commensurate with the nature and quality of the current products and/or services offered by the City or its sublicensees.

6. Right to Scoreboard Advertising. City Bank may request from City the right to utilize the scoreboard for advertising, however, such right shall not be exclusive and any such right shall be the subject of a separate agreement requiring additional consideration.

7. Reserved Rights. City Bank acknowledges the right of City to designate advertisers in the Facilities. Unless approved by City Bank, City agrees that it will not accept or allow advertising in the Facilities for products or services that are directly competitive with City Bank with the following permitted exceptions:

(a) The display during an event of temporary signs, banners, placards, or other displays (that are appropriate in terms of size and prominence for the intended purpose) erected by an event sponsor, promoter sponsor or participant, even though such display may constitute competitive advertising;

(b) The advertising materials naming an event sponsor for a particular event developed and distributed by a sublicense of City.

8. Use of City Bank Name. Subject to the terms of this Agreement, City Bank hereby grants to the City, during the Term, an exclusive, royalty-free, irrevocable license to use the Facilities Name, logo and the goodwill associated therewith in connection with the operation, marketing and promotion of the Facilities and as otherwise necessary to allow the City to designate the Facilities by the Facilities Name and to fulfill such Party's obligations hereunder; provided, however, that City Bank retains the exclusive right to use or license or otherwise deal with the name "City Bank" and the right, subject to City approval, which approval shall not be unreasonably withheld, to use the Facilities Name and references to the support of the City represented by this Agreement in advertising and marketing of City Bank. As between the Parties to this Agreement, City Bank shall own all right, title and interest in and to the City Bank name, logo and City Bank signage.

9. Maintenance and Upkeep. City Bank shall be responsible for costs associated with purchase, installation (including electrical or structural modifications), and maintenance of City Bank signage. City Bank and its designees shall have the right to inspect the City Bank Facilities signage as reasonably necessary to comply with this Section 9. The City shall not allow the Facilities or any publication or broadcast containing the Facilities Name to appear or be utilized in any way that, in the reasonable determination of City Bank, disparages City Bank. City Bank shall not be responsible for inspection or maintenance of the Facilities.

10. Special Rights of Termination. Notwithstanding anything contained in this Agreement to the contrary, if during the Term, the City shall permanently cease to utilize the Facilities as a location for sports, cultural, civic, and entertainment events for any reason, City Bank shall be free, upon five (5) days prior written notice to the City, to terminate this Agreement as to the remainder of the Term. It is expressly agreed that the exercise of such termination rights will extinguish all of City Bank's obligations under this Agreement. It is further agreed that City Bank shall incur no liability to the City for exercising such right.

11. Additional Naming Rights. If the City begins design or construction of (or receives voter approval to construct) a new coliseum or auditorium during the Term of this Agreement, City Bank shall have a right of first refusal to acquire the exclusive naming rights to said facility or facilities on terms mutually agreeable to the City and City Bank. Additionally, during the period described in this Section 11 the City shall present in writing to City Bank any offers related to the naming rights of said new facilities. City Bank must either elect to match such terms or communicate to the City its unwillingness to match such terms within sixty (60) days of the actual receipt by City Bank of such a written offer.

12. End of Term of Agreement. At the end of the Term of this Agreement, the following may occur:

(a) If either party desires to extend the term of this Agreement, that party shall notify the other party in writing at least sixty (60) days prior to the Expiration Date of its desire to extend the Term. If the other party also desires to extend the Term, both parties shall enter into negotiations in an effort to come to an agreement as to an extension. An extension shall only be entered if the parties agree and the extension is formally authorized by the governing body of each party.

(b) If the City desires to include any business name as part of the Facilities Name at the end of the Term of this Agreement, or any extensions thereof, City Bank will have a right of first refusal to continue as the entity named in the Facilities Name on essentially the same terms as any other business may offer in writing for such rights. City Bank must either elect to match such terms or communicate to City its unwillingness to match such terms within thirty (30) days of the actual receipt by City Bank of such a written offer.

(c) If City Bank desires to remove its business name from the Facilities it may remove the City Bank name from the Facilities and any City Bank signage at its own expense.

(d) If the City desires for City Bank to remove any business name from the Facilities it shall present in writing to City Bank its desire for City Bank to remove all City Bank signage. City Bank shall remove the City Bank name from the Facilities and any City Bank signage at its own expense.

13. Assignment. The rights and obligations of City Bank under this Agreement may be assigned by City Bank with the consent of the City to (i) any person or entity succeeding to all of City Bank's rights and obligations, (ii) any person or entity who acquires all or substantially all of City Bank's stock or assets, or (iii) any affiliate of City Bank; provided that such assignee shall have assumed without qualification responsibility for performance of all the obligations of City Bank under this Agreement. In connection with any such assignment, City Bank shall provide the City with sixty (60) days prior written notice of the proposed assignment and shall require the assignee to execute an assignment agreement in such form and content as reasonably acceptable to the City. The rights and obligations of the City under this Agreement may not be assigned by the City without the consent of City Bank.

14. Notices. All notices, offers, consents, or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made if delivered by registered or certified U.S. mail with return receipt requested, at the addresses set forth in the paragraph first written above.

15. Authority. Each Party has full power, authority and legal right to enter into this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly authorized by all requisite action of the directors, shareholders, City Council or appropriate governing body of each Party hereto. Upon execution and delivery by each Party of this Agreement, it will be a valid and binding obligation of each Party, enforceable in accordance with its terms.

16. Governing Law. This Agreement shall be governed by and construed in conformity with the laws of the State of Texas. This Agreement calls for performance in Lubbock County, Texas, and jurisdiction and venue for any and all disputes arising out of or related to this Agreement shall lie exclusively in the district courts of Lubbock County, Texas.

17. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law; but if any provision

or the application thereof to any party or circumstance is prohibited by or invalid under applicable law, that provision shall be effective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or the application of such provision to other Parties or circumstances.

18. Non-Waiver. No delay or omission of any party to exercise rights or powers under this Agreement shall impair any such right or power or shall be construed to be a waiver of any default. No waiver of any default shall be construed, taken, or held to be a waiver of any other default, or waiver or consent to any further or succeeding default of the same nature.

19. Successors and Assigns. This Agreement and all of the terms and provisions hereof shall be binding upon and shall inure to the benefit of each of the Parties and of any holder of record or beneficial ownership of, leasehold interest in, or right or obligation to operate or manage the Facilities and their respective legal representatives, heirs, successors, and assigns, only in so far as such assignment is contemplated under Section 13.


20. 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.

21. Entire Agreement. This Agreement contains the entire understanding between the Parties and supersedes any prior understandings and written or oral agreements between them respecting this subject matter. There are no representations, agreements, arrangements, or understandings, oral or written, between the Parties relating to the subject matter of this Agreement that are not fully expressed in this Agreement.

CITY OF LUBBOCK

GLEN ROBERTSON, MAYOR

CITY BANK

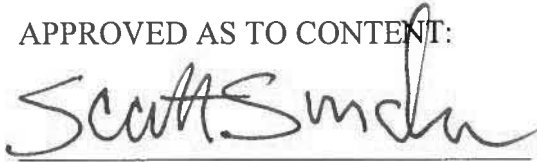


By: CORY NEWSOM
Its: President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



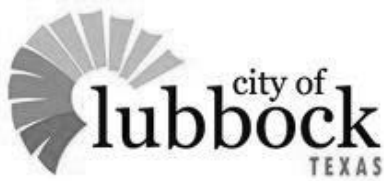
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:city att/Chad/ Contracts-Agreements/Naming Rights Agreement
April 10, 2012



Regular City Council Meeting

6. 5.

Meeting Date: 06/07/2012

Information

Agenda Item

Resolution - Planning: Consider a petition for annexation from Michael and Lynne Strickland to annex a parcel 205 feet deep (E/W) and 1,737 feet (north/south) adjacent to the city limits west of Frankford Avenue (150 feet from the centerline of Frankford Avenue).

Item Summary

The petition was submitted to the Planning Department in proper form on May 14, 2012. The City Council has thirty (30) days to consider the petition under State law. Should the request be considered in the affirmative and the Council so directs, the staff will schedule a public hearing for the next available City Council meeting.

Michael and Lynne Strickland own a parcel that is partially in the City at Frankford Avenue and Erskine Street. While they own most of the SW quarter section adjacent to the two thoroughfares, and the south 660 feet and the east 150 feet are in the City limits, they are requesting a strip along Frankford Avenue be annexed that is 205 feet deep (which will make a total of 355 feet from the centerline of Frankford in the City) and 1,737 feet north/south long. The applicant will propose Garden Office zoning for the area and has a potential buyer.

This portion of Frankford Avenue was annexed when the policy was 150 feet from the centerline of the adjacent street. Current policy, as noted for the land along Erskine Avenue, is now 660 feet. Thus, about 90 feet of their land along Frankford Avenue is inside the City limits and approximately 600 feet north of Erskine (which includes the policy commercial corner) is inside the City limits. The Planning staff discussed with the representative of the applicant the reasoning for annexing this 205 foot strip versus the full amount of ownership. The answer was that the Stricklands are still making plans for the balance of the land and have not decided if they wish to develop a residential subdivision inside or outside the City limits. At this point, the staff is satisfied with picking up additional frontage along Frankford to enable zoning and City ordinances, since an involuntary annexation can be accommodated for the balance of the property at a future date, or the Stricklands may request a second petition annexation should land growth indicate the ability to actually develop a subdivision in this location. To date, both annexation and construction have been slow in this sector of the City.

Fiscal Impact

-

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Petition Annexation - Strickland

RESOLUTION

WHEREAS, the owners of 8.175 acres of real property further described in Exhibit A attached hereto located in Section 7, Block JS, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 14th day of May, 2012; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 7th day of June, 2012; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

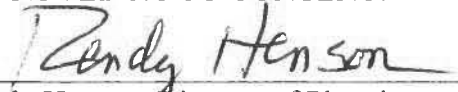
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

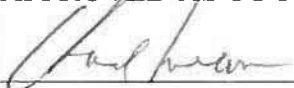
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Annexation Request-Frankford Avenue
May 18, 2012

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City Of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City Of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

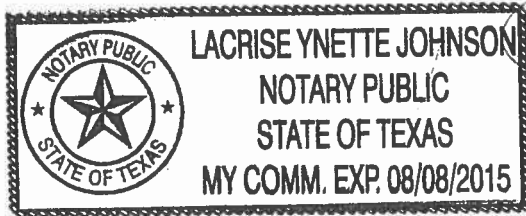
Nickel Strickland

Sydney Strickland

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 14 day of May, 2012, by *Nickel Strickland*



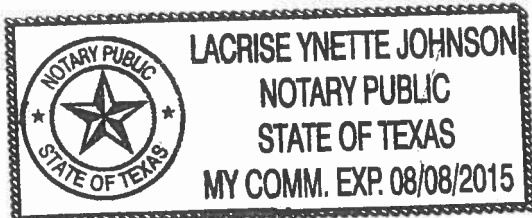
Lacrise Johnson

Notary Public in and for
The State of Texas
My Commission expires: 8/8/15

STATE OF TEXAS

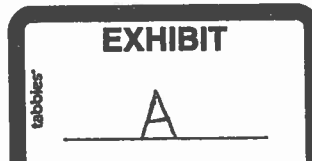
COUNTY OF LUBBOCK

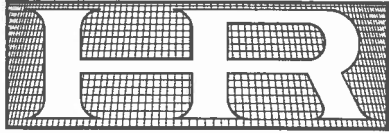
This instrument was acknowledged before me on the 14 day of May, 2012, by *Sydney Strickland*



Lacrise Johnson

Notary Public in and for
The State of Texas
My Commission expires: 8/8/15





LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.

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

METES AND BOUNDS DESCRIPTION of an 8.175 acre tract of land located in Section 7, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the current Lubbock city limit line, which bears S. 89°52'40" W., a distance of 150.00 feet and North, a distance of 660.00 feet from the Southeast corner of Section 7, Block JS, Lubbock County, Texas;

THENCE S. 89°52'40" W., along the current Lubbock city limit line, a distance of 205.00 feet;

THENCE North, a distance of 1737.18 feet;

THENCE N. 89°52'40" E., a distance of 205.00 feet to a point in the current Lubbock city limit line;

THENCE South, along the current Lubbock city limit line, a distance of 1737.18 feet to the Point of Beginning.

Bearings relative to the East line of Section 7, Block JS, Lubbock County, Texas being previously recognized as North-South.

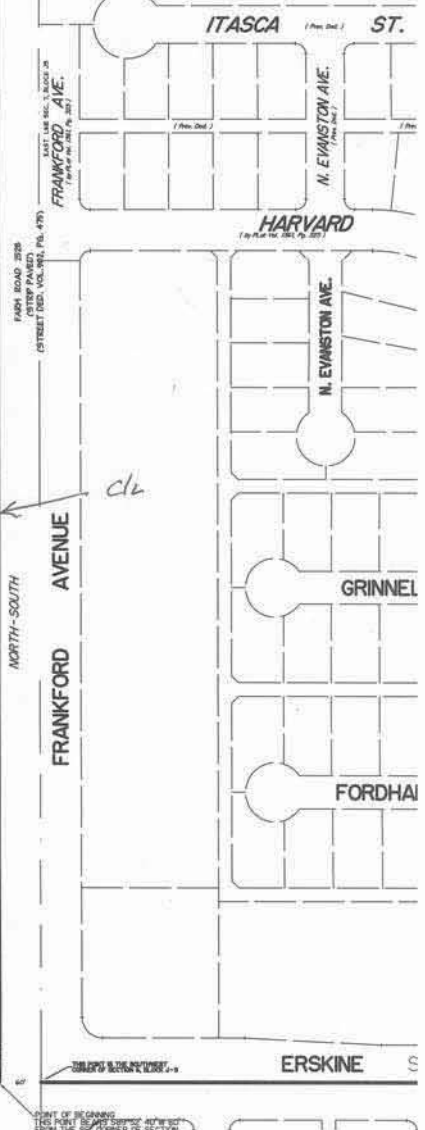
Notice: This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

N89°47'37"E

1755.86'



2338.61'

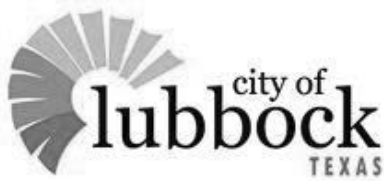


FRANKFORD AVE. (To Plat No. 202 of Pgs. 202)

NORTH-SOUTH

FRANKFORD AVENUE

POINT OF BEGINNING



Regular City Council Meeting

6. 6.

Meeting Date: 06/07/2012

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization.

Item Summary

-

Fiscal Impact

-

Staff/Board Recommending

-

Attachments

Board Appointment - City Secretary - Transportation

MPO Bylaws

Lubbock Metropolitan Planning Organization – Transportation Policy Committee:

PURPOSE:

The LMPO, more formally called the Lubbock Metropolitan Planning Organization, is a federally mandated organization developed to coordinate the highway, transit, and land use planning process in order to receive federal funds for highway and transit improvements. The LMPO is the organization that brings together the following agencies to make continuing, cooperative, and comprehensive transportation decisions.

- Citibus
- City of Lubbock
- City of Wolfforth
- Lubbock County
- Texas Department of Transportation

The Lubbock Metropolitan Planning Organization is comprised of a Transportation Policy Committee (TPC), Transportation Advisory Committee (TAC), Transportation Planning Director, MPO Staff and a Fiscal Agent.

Transportation Policy Committee

The Transportation Policy Committee is the decision making body of the LMPO. The Transportation Policy Committee may consider creation of other committees and sub-committees for a special purpose or to ensure adequate pro-active public participation in the transportation planning process.

Transportation Advisory Committee

The Transportation Advisory Committee is responsible for providing technical support for the Transportation Policy Committee.

APPOINTMENT INFORMATION:

Member Name &

Demographic Facts

Martin, Tom (M,A,5)

Requirement

City of Lubbock Rep.

Attend

N/A

Eligible

N/A

Action

Resigned/Replace



Lubbock Metropolitan Planning Organization



Bylaws



Working Together



City of Wolforth

Adopted: October 1995
Amended: May 1998
Amended: October 2002
Amended: February 10, 2004
Amended: September 13, 2005
Amended: March 20, 2006
Amended July 24, 2007
Amended January 19, 2010

CHAPTER 1 STUDY ORGANIZATION AND MANAGEMENT

The Lubbock Metropolitan Planning Organization (MPO) requires involvement of policy makers, technical staff, and citizens to address various facets of the transportation planning process. The geographic boundary of the MPO is shown on the following page.

PARTICIPANT ROLES

The Transportation Policy Committee (TPC) structure is outlined in the 1973 Designation Agreement and its roles reiterated in the 1988 Designation Agreement, Under I. Organization, Section C., which declares "Use the Committee structure established pursuant to Section 134 of Chapter 1 of Title 23 U.S.C. as the group responsible for giving the Metropolitan Planning Organization overall transportation policy guidance."

The Metropolitan Planning Contract sheds more light on this issue when it states the TPC's primacy in "Whereas, the Governor of the State of Texas has designated *the City of Lubbock, acting through its Transportation Policy Board to be the MPO* for the above-mentioned urbanized areas(s)."

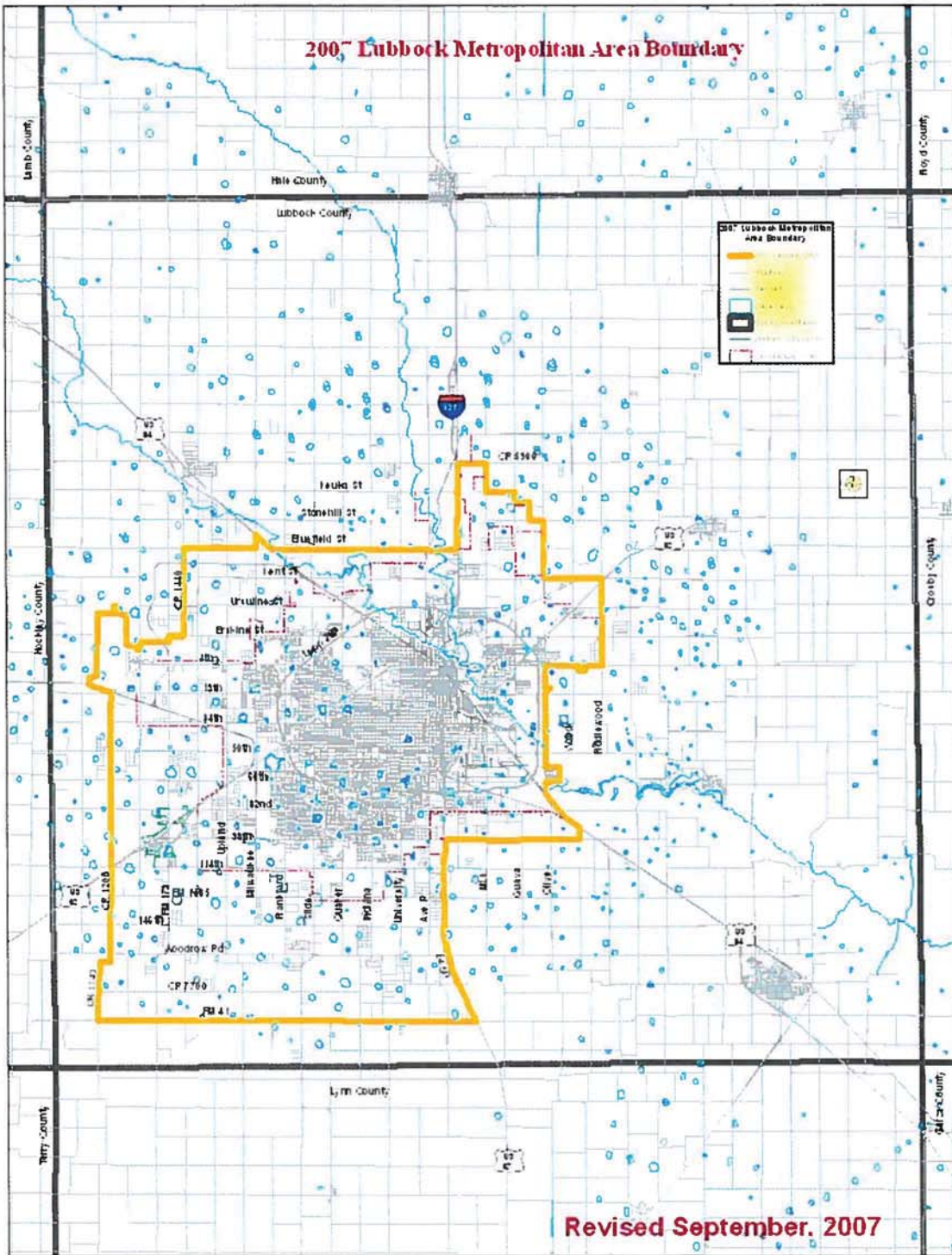
Currently, three political jurisdictions are included within the Lubbock MPO Metropolitan Area Boundary. These are the Cities of Lubbock and Wolfforth, and Lubbock County. The MPO Transportation Policy Committee shall ensure adequate staff is available to perform all appropriate MPO activities required by law. The Lubbock Metropolitan Planning Organization's Transportation Planning Director administers the program in compliance with policy and procedures as determined by the Transportation Policy Committee. The Transportation Planning Director is responsible to the designated MPO Transportation Policy Committee for policy and supervision.

The Lubbock Metropolitan Planning Organization seeks technical assistance from various sources including the City of Lubbock, The City of Wolfforth, the County of Lubbock, the Texas Department of Transportation's Lubbock District Office, Texas Department of Transportation's Transportation Planning and Programming Division, the Federal Highway Administration, the Federal Transit Administration, Citibus, and other public and private resources.

ORGANIZATIONAL STRUCTURE

The Lubbock Metropolitan Planning Organization shall be comprised of:

1. Transportation Policy Committee
2. Transportation Advisory Committee
3. Transportation Planning Director and MPO Staff
4. Other Committees and Sub-Committees as approved by the Transportation Policy Committee
5. Fiscal Agent



CHAPTER 2

RESPONSIBILITIES OF THE METROPOLITAN PLANNING ORGANIZATION

Transportation Policy Committee:

The Transportation Policy Committee (TPC) is the group responsible for the overall operation of the Metropolitan Planning Organization (MPO) and sets policy for the MPO and staff. It is responsible for insuring that the requirements, as established in state and federal laws and regulations, are carried out.

The Transportation Policy Committee shall have the following responsibilities:

1. Approve goals and objectives of the transportation planning process and plan.
2. Establish fiscal and personnel management agreements between the MPO Policy Committee and the fiscal agent to identify respective relationships, roles and responsibilities.
3. Ensure that the Metropolitan Planning Organization is adequately staffed.
4. Provide guidance and policy to the MPO Staff on carrying out their responsibilities.
5. Hire, terminate and evaluate the Transportation Planning Director.
6. Review and adopt changes in transportation planning concepts.
7. Review and approve the Unified Planning Work Program (UPWP) and its revisions.
8. Review and adopt the Transportation Improvement Program (TIP) and its revisions including project priorities and approval of any changes in the priority schedule.
9. Review and adopt the Metropolitan Transportation Plan and its revisions.
10. Ensure the efficient and effective use of the Federal Highway Administration (FHWA) PL Fund and the Federal Transit Administration (FTA) Section 5303 planning funds.
11. Serve as liaison representatives between various governmental units in the study area to obtain optimum cooperation of all governmental units in implementing various elements of the plan.
12. Ensure citizen participation in the transportation planning process through a proactive policy.

Transportation Advisory Committee:

The Transportation Advisory Committee (TAC) is the group of the MPO that provides technical support to the Transportation Policy Committee and MPO staff. It reports directly to the Transportation Policy Committee.

The Transportation Advisory Committee shall have the following responsibilities:

1. Review transportation related studies within the Lubbock Metropolitan Planning Area and make recommendations to the Transportation Policy Committee and other agencies.
2. Provide technical support in the preparation of the Metropolitan Transportation Plan and recommend its adoption to the Transportation Policy Committee.
3. Review the Transportation Improvement Program (TIP) including reviewing projects and making recommendations to the Transportation Policy Committee.
4. Advise the Transportation Policy Committee on technical and policy matters with accompanying recommendations and supporting rationale.
5. Assist the Transportation Policy Committee and MPO Staff with technical tasks associated with

developing the Unified Planning Work Program (UPWP) and recommends its adoption by the Transportation Policy Committee.

Fiscal Agent

The fiscal agent of the Lubbock Metropolitan Planning Organization is responsible for maintaining required accounting records for state and federal funds consistent with current state and federal requirements, providing funding to allow the MPO staff to operate the program and establishing fiscal and personnel management agreements with the MPO Policy Committee to identify respective relationships, roles and responsibilities.

The City of Lubbock serves as the fiscal agent for the Lubbock Metropolitan Planning Organization.

Transportation Planning Director:

1. Take directions from and be responsible to the Transportation Policy Committee for policy and guidance.
2. Supervise (hire, terminate, and evaluate) all MPO Staff as identified in the Unified Planning Work Program. Supervise MPO staff regardless of agency affiliation. Coordinate the duties of all MPO staff as identified in the Unified Planning Work Program (UPWP).
3. Maintain necessary staff to continually execute the transportation planning responsibilities required, keeping the study up to date.
4. Administer and coordinate Metropolitan Planning Organization activities with signatories of the MPO and the Texas Department of Transportation.
5. Assure compliance with the Federal and State Transportation Planning Regulations by providing reports and certifications to the sponsoring organizations.
6. Develop and revise, with cooperation of TxDOT and other participants in MPO activities, the Metropolitan Transportation Plan (MTP) for the Lubbock Metropolitan Area and obtain approval of the MTP.
7. Develop the Transportation Improvement Program (TIP) for the Lubbock Metropolitan Area in cooperation with TxDOT, and other participants in the MPO activities. Obtain approval of the TIP and amendments to the TIP, as needed.
8. Develop, revise and obtain approval of the Unified Planning Work Program (UPWP) for the Lubbock Metropolitan Area in cooperation with TxDOT and other participants in MPO activities.
9. Prepare Performance Reports and Expenditure Reports and submit those to TxDOT for reimbursement of expenditures.
10. Provide staff support for the Transportation Policy Committee and the Transportation Advisory Committee.
11. Prepare the meeting agenda and distribute it to the Committee members no later than one week prior to any scheduled meeting.

Other Committees and Subcommittees:

The Transportation Policy Committee may appoint other committees, as it deems necessary, to assist it in carrying out its responsibilities. The Transportation Policy Committee shall define the responsibilities of any other committees or subcommittees for a special purpose or to ensure adequate pro-active participation in the transportation planning process

CHAPTER 3
BYLAWS AND OPERATING PROCEDURE
Of
The Transportation Policy Committee

Name:

The name of this committee shall be the Transportation Policy Committee for the Lubbock Metropolitan Planning Organization.

Composition:

The Transportation Policy Committee shall be composed of the following individuals from participating governmental jurisdictions:

Voting Members:

1. One Elected County Official - Lubbock County appointed by the County Commissioners Court
2. County Judge - Lubbock County
3. Three representatives of the City Of Lubbock (including at least two Elected Officials) – appointed by the Lubbock City Council
4. District Engineer - Texas Department of Transportation, Lubbock District
5. City Manager - City of Lubbock
6. Mayor – City of Wolfforth
7. General Manager – Citibus

Non-Voting Members:

1. One representative from the Federal Highway Administration
2. One representative from the Federal Transit Administration
3. One representative from the Texas Department of Transportation's Transportation Planning and Programming Division.
4. One representative of the Texas Commission on Environmental Quality (TCEQ)
5. Any State legislators, or United States Congressmen, whose districts include the study area and who desire to serve in an ex-officio capacity.

Organization:

1. The Transportation Policy Committee shall elect a Chairperson and a Vice-Chairperson from among its voting members. Such election shall be by a majority of the voting membership of the membership of the Transportation Policy Committee.
2. Elections shall take place in October of each even numbered year.
3. Appointed members of the Transportation Policy Committee shall serve two-year terms or until a successor is appointed.
4. An officer may succeed with no limitation to a number of terms, except that such term will not continue in the event an officer becomes ineligible for membership on the Transportation Policy Committee.
5. The term of office shall be two years, or until such time new officers are elected.

6. The Chairperson or Vice-Chairperson may be removed from office by a vote of the majority of all voting members of the Transportation Policy Committee.

Duties of the Chairperson and Vice-Chairperson:

1. The Chairperson shall preside at all meetings of the Transportation Policy Committee.
2. The Vice-Chairperson shall assume the duties and responsibilities of the Chairperson in his absence.
3. The Chairperson shall authenticate, by signature, all resolutions adopted by the Transportation Policy Committee.
4. The Chairperson shall serve as chief policy advocate for the Transportation Policy Committee.
5. The Chairperson shall represent the committee at hearings, conferences, and other events as required or designate another member of the Committee, Chairperson of the Transportation Advisory Committee, or the Transportation Planning Director to represent the Chairperson.

Meetings:

1. The regular meeting day of the Transportation Policy Committee shall be the third Tuesday of each month, or as established by a majority vote.
2. The Transportation Policy Committee shall meet for the purpose of reviewing the plan and actions that may materially affect the plan and its implementation.
3. The meetings will be held in accordance with the Texas Open Meetings Act.
4. The Transportation Planning Director shall serve as Secretary to the Transportation Policy Committee.
5. The Transportation Planning Director, as the Secretary to this Committee, may cancel a regularly scheduled meeting or call an additional meeting as deemed necessary. The Transportation Policy Committee Chairman may also call meetings.
6. In the event the Chairperson or Vice-Chairperson is absent from a meeting with quorum, the attending members shall elect a presiding officer to conduct the meeting until the conclusion of the meeting or until the Chairperson or Vice-Chairperson arrives.
7. Opportunities for public comments shall be provided subject to guidelines of the Transportation Policy Committee, shown in the MPO's Procedures for Public Comments (Attachment A) and the Public Involvement Policy.

Conflicts of Interest

A Transportation Policy Committee member is considered to be a local public official for the purposes of Chapter 171, Local Government Code. If a Transportation Policy Committee member must abstain from participation in a vote or decision under Chapter 171, Local Government Code, that member must file an affidavit required under Section 171.004, Local Government Code.

Quorum:

In order for business to be transacted, there must be a recognized quorum of voting members. Fifty-one percent (51%) or greater of the total committee voting membership shall constitute a quorum for the transaction of business at all meetings.

Minutes:

Minutes of all meetings shall be kept and recorded by the MPO Staff.

Administrative Support:

The MPO Staff shall provide administrative support to the Transportation Policy Committee.

Committees:

The Transportation Policy Committee may create ad hoc committees or other technical committees at their discretion or on the advice of the Transportation Advisory Committee.

Rules of Order:

The Transportation Policy Committee shall generally conduct business as prescribed in Roberts' Rules of Order in all areas of parliamentary procedures or any voting member may invoke the rules, as necessary.

Amendments to Bylaws:

These Bylaws may be amended by two-thirds majority vote of the membership of the Transportation Policy Committee at any duly called meeting wherein an official quorum is present. A bylaw change shall be presented for consideration at a regularly scheduled meeting of the committee. However, voting shall be deferred until the regular scheduled meeting following the meeting at which the bylaws change was proposed and which coincides with the requirements outlined in the Public Involvement Policy regarding Policies and Procedures.

The Transportation Policy Committee may add Non-voting (Ex-Officio) members to either the Transportation Policy or Advisory Committee at any time.

CHAPTER 4
BYLAWS AND OPERATING PROCEDURE
Of
The Transportation Advisory Committee

Name:

The name of this Committee shall be the Transportation Advisory Committee for the Lubbock Metropolitan Planning Organization.

Composition:

The Transportation Advisory Committee shall be composed of key staff members of participating governmental jurisdictions.

Voting Members:

1. Director of Planning - City of Lubbock
2. City Engineer – City Of Lubbock
3. City Traffic Engineer – City Of Lubbock
4. Two Lubbock County Commissioners (must be designated by Commissioners Court)
5. One designated Representative – Citibus
6. Director of Transportation Planning and Development - TxDOT Lubbock District
7. City Manager – City Of Wolfforth
8. Lubbock County Director of Public Works
9. One designated representative from the City Of Lubbock Police Department
10. One designated representative from the Texas Department of Public Safety
11. Director of Public Works – City of Lubbock
12. One designated representative from the Facilities Department of Texas Tech University

Non-Voting Members:

1. One representative of the Transportation Planning and Programming Division, Texas Department of Transportation, Austin
2. One representative of the Federal Highway Administration
3. One representative of the Commission on Environmental Quality (TCEQ)
4. One representative of the South Plains Association of Governments
5. One representative from the Lubbock County Sheriff's Department
6. One representative from the Freight Community
7. One representative from the Airport Authority
8. Two representative from the City of Lubbock's Traffic Commission
9. One representative from Texas Tech University

And other resources from:

Lubbock Traffic Management Team
Lubbock Emergency Planning Committee

Alternate Members:

Each voting member may have a designated alternate voting member, who is otherwise a non-voting member, and may serve at any Transportation Advisory Committee meeting in the voting member's absence. Alternate member must be appointed in the same manner as the voting member. Appointed alternate members will have the voting rights and privileges of members when serving in the absence of the Transportation Advisory Committee voting member.

Organization:

1. The Transportation Advisory Committee shall elect a Chairperson and a Vice-Chairperson from among its voting members. Such election shall be by a majority of the voting membership of the membership of the Transportation Advisory Committee.
2. Elections shall take place in October of each even numbered year.
3. An officer may succeed with no limitation to a number of terms, except that such term will not continue in the event an officer becomes ineligible for membership on the Transportation Advisory Committee.
4. The term of office shall be two years, or until such time new officers are elected.
5. The Chairperson or Vice-Chairperson may be removed from office by a vote of the majority of all voting members of the Transportation Advisory Committee.
6. Appointed members of the Transportation Advisory Committee shall serve two-year terms or until a successor is appointed. There shall be no limitation as to the number of terms served so long as the member remains eligible for membership for the position held.

Duties of the Chairperson:

1. The Chairperson shall preside at all meetings of the Transportation Advisory Committee. During the absence of the Chairperson, the Vice-Chairperson shall preside over meetings and shall exercise all the duties of the Chairperson.
2. The Chairperson shall authenticate, by signature, all resolutions approved by the Transportation Advisory Committee.
3. The Chairperson shall represent the committee at hearings, conferences, and other events as required or designate another member of the Committee to represent the Chairperson.
4. During the absence or disability of the Chairperson, or in the event that a vacancy occurs in the office of the Chairperson, the Vice-Chairperson shall preside over meetings of the Committee and shall exercise all the duties of the Chairperson.

Meetings:

1. The regular meeting day of the Transportation Advisory Committee shall be the first Tuesday of each month or as established by a majority vote.
2. The Transportation Advisory Committee shall meet for the purpose of reviewing the plan and actions that may materially affect the plan and its implementation.
3. The Transportation Planning Director, as secretary to this Committee, may cancel a regularly scheduled meeting or call an additional meeting as deemed necessary. The Transportation Advisory Committee Chairperson may also call meetings.

4. In the event the Chairperson or Vice-Chairperson is absent from a meeting with quorum, the attending members shall elect a presiding officer to conduct the meeting until the conclusion of the meeting or until the Chairperson or Vice-Chairperson arrives.
5. Members desiring an item to be included on a meeting agenda shall notify the Transportation Planning Director no later than two (2) weeks prior to the meeting.
6. Opportunities for public comment shall be provided subject to guidelines of the Transportation Policy Committee, as shown in the Procedures for public comments (Attachment A).

Quorum:

In order for business to be transacted, there must be a recognized quorum of voting members. Fifty-one percent (51%) or greater of the total committee voting membership shall constitute a quorum for the transaction of business at all meetings.

Minutes:

Minutes of all meetings shall be kept and recorded by the MPO Staff.

Administrative Support:

The MPO Staff shall provide administrative support to the Transportation Advisory Committee.

Committees:

The Transportation Advisory Committee may create ad hoc committees or technical sub-committees as deemed appropriate, subject to the approval of the Transportation Policy Committee.

ATTACHMENT A

PROCEDURES FOR PUBLIC COMMENTS

The Lubbock Metropolitan Planning Organization encourages public comments on any and all matters relevant to metropolitan transportation planning. To assure fair and equitable opportunities for all citizens desiring to address the MPO Transportation Policy or Transportation Advisory Committee, or any other MPO committee meetings, the following public comment procedures have been established:

Public Comments on Agenda Items:

Public comments related to agenda items will be allowed. Comments will be limited to three (3) minutes and the applicant must sign up at least five (5) minutes before the start of the meeting. Persons wishing to address more than one agenda item may do so during their allotted time. The Committee Chairman may extend the above times at his discretion.

An agenda and sign-up sheet will be made available at the meeting place at least ten (10) minutes prior to the start of the meeting.

Other Public Presentations:

Requests for public presentations not related to business indicated on the agenda must be submitted to the Chairperson ten (10) business days in advance of the regular meeting and will be added to the agenda at the Chairperson's discretion. If approved as an agenda item, the presentation will be limited to ten (10) minutes.

Requests to deliver such a presentation should be submitted in writing to:

Chairperson
Transportation Policy Committee
C/o Transportation Planning Director
Lubbock Metropolitan Planning Organization
916 Main, Suite 706
Lubbock, Texas 79401

The citizens may use the following E-mail address, Fax, or Phone numbers for submitting material for presentation.

E-mail: swoods@mail.ci.lubbock.tx.us
Fax: (806) 775-1675
Phone: (806) 775-1676

Written Comments:

The Lubbock Metropolitan Planning Organization welcomes written comments relating to agenda items or other metropolitan transportation concerns. For written comments exceeding three (3) standard 8 ½" X 11" pages, twenty-five (25) copies must be provided. Written comments should be sent to the Transportation Policy Committee Chairperson at the above address.

Invited Comments:

The Chairperson may at any time during the meeting invite comments from the audience.

Information Required:

The following information will be required of all persons making either oral or written comments:

1. Full Name
2. Affiliation (if applicable)
3. Mailing Address
4. Agenda Item(s) or Topic to be addressed

Waiver of the above rules:

The above rules may be waived by the Transportation Policy or Advisory Committee Chairperson at any meeting if he deems it necessary.

LUBBOCK METROPOLITAN PLANNING ORGANIZATION

BY-LAW NO. 09-001

**To Amend By-laws and Operating Procedure of
The Transportation Policy Committee**

WHEREAS, Section 472.034 of the TEXAS TRANSPORTATION CODE requires that the policy board of each Metropolitan Planning Organization ("MPO") in the State of Texas adopt amendments to its bylaws, as applicable, which incorporate certain standards of conduct and ethics for MPO board members and employees; and

WHEREAS, the policy board of every MPO must, thereafter, promptly distribute copies of the bylaws, as amended, to each newly appointed member of the policy board, and to each new employee of the MPO; and

WHEREAS, the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization desires to adopt said standards of conduct and ethics to apply to its members, employees, and Transportation Planning Director.

THEREFORE, BE IT RESOLVED BY THE TRANSPORTATION POLICY COMMITTEE OF THE LUBBOCK METROPOLITAN PLANNING ORGANIZATION:

THAT the Bylaws of the Lubbock Metropolitan Planning Organization, Chapter 3, Bylaws and Operating Procedure of the Transportation Policy Committee, be amended to include the following section:

Standards of Conduct; Ethics Policy:

(a) A policy board member or employee of the Lubbock Metropolitan Planning organization may not:

(1) accept or solicit any gift, favor, or service that might reasonably tend to influence the member or employee in the discharge of official duties or that the member or employee knows or should know is being offered with the intent to influence the member's or employee's official conduct;

(2) accept other employment or engage in a business or professional activity that the member or employee might reasonably expect would require or induce the member or employee to disclose confidential information acquired by reason of the official position;

(3) accept other employment or compensation that could reasonably be expected to impair the member's or employee's independence of judgment in the performance of the member's or employee's official duties;

(4) make personal investments that could reasonably be expected to create a substantial conflict between the member's or employee's private interest and the public interest; or

(5) intentionally or knowingly solicit, accept, or agree to accept any benefit for having exercised the member's or employee's official powers or performed the member's or employee's official duties in favor of another.

For the purposes of this section, the Transportation Planning Director shall be subject to all standards, restrictions, prohibitions, and rules set forth herein for employees of the Lubbock Metropolitan Planning Organization.

Passed by the Transportation Policy Committee on this, the 19th day of December, 2009.



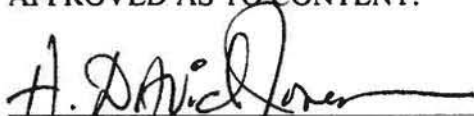
JOHN LEONARD, III, Chairman

ATTEST:



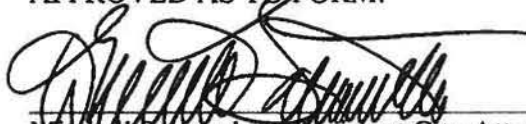
Tera Davis, MPO Secretary

APPROVED AS TO CONTENT:

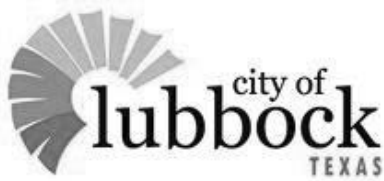


David Jones, Transportation Planning Director

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney



Regular City Council Meeting

7.2.

Meeting Date: 06/07/2012

Information

Agenda Item

Discuss the City Council meeting times and take appropriate action, including the scheduling of an initial planning meeting.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

Charter reference and CC Rules per Resolutions

Emergency powers of Mayor. Whenever the Mayor shall deem it necessary, in order to enforce the laws of the State or of the City, or to avert danger, or protect life or property in case of riot or any outbreak or calamity or public disturbance, or when he has reason to fear any serious violation of law or order or any other danger to the City or its inhabitants, he shall summon into service, as a general police force, all or as many of the citizens of the City as in his judgment and discretion may be necessary and proper, and such summons may be by proclamation or order addressed to the citizens generally, or those of any section or subdivision of the City, such summons may be by personal notice, citation or publication in a City paper; such police force, while in service, shall be subject to the orders of the Mayor, shall perform such duties as he may require, and shall have the same power while on duty as the regular police force of the City, and any person so summoned and failing to obey, or appearing and failing to perform any duty that may be required by this article, shall be fined by the Mayor in any sum not exceeding One Hundred Dollars (\$100.00).

Contempt powers of Mayor. The Mayor shall have power to punish for contempt of the Council any member thereof or other person present by fine not to exceed One Hundred Dollars (\$100.00), and may enforce such fine in the same manner provided by law for the enforcing of fines by the County Courts of this State.

Sec. 12. Mayor pro tempore.

The members of the City Council shall elect a Mayor pro tempore from among its members and such election shall be held at the first regular meeting of the City Council after newly elected members have qualified and taken their seats on the City Council following a regular municipal election. In the absence or disqualification of the Mayor and the Mayor pro tempore, then the position of Mayor pro tempore shall be occupied by the Councilmember having the most seniority in service on the City Council. (As amended May 7, 1988)

Sec. 13. Meetings of Council.

Within five days after such election, the Mayor and Councilmen elected thereat shall each take the oath of office and qualify as such, and shall hold their respective offices until their successors are elected and qualified unless sooner removed from office under the provisions of this Charter.

Meetings; when; where. Thereafter, the Council shall meet at such time as may be prescribed by ordinance or resolution, but they shall meet at least twice each month.

Called special meetings; time; order of business. The Mayor, Mayor Pro Tem, or any two of the Councilmen in the absence of the Mayor and Mayor Pro Tem, or in the event of their refusal after request is made, may call special meetings of the Council at any time deemed advisable. The Council shall determine its own rules and order of business and shall keep a journal of its proceedings in a permanently bound book and any citizen shall have access to the minutes and records thereof at all reasonable times.

Resolution No. 2012-R0109
March 6, 2012
Item No. 6.4

copy

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, Texas values the knowledge and participation of the citizenry in matters of public importance, and further desires to ensure the maximum possible degree of transparency as to City Council activity; and

WHEREAS, the City Council of the City of Lubbock desires to place before itself the question of whether certain activities of the City Council should be conducted at a time when more citizens can attend and participate in discussions of public importance; and

WHEREAS, the City Council of the City of Lubbock finds that activities involving final votes on annexation of real property, the adoption of the City of Lubbock budget, and consideration of the City of Lubbock tax rate rise to the level of encouraging the maximum degree of transparency and public participation, and finds further that routine meetings of the City Council scheduled during evening hours would likewise promote transparency and public participation in city government; and

WHEREAS, the City Council recognizes the importance of accessibility as well as transparency, and wishes to accommodate the vast majority of citizens who are not able to otherwise attend morning meetings due to work; and

WHEREAS, the City Council respects the working citizens of Lubbock, and wishes to make local government, such as public comments before the City Council, as well as other public business, accessible to the citizens, taxpayers, and voters to whom the City Council is elected to serve; and

WHEREAS, the City Council has heretofore by Resolution established policies and procedures pertaining to the City Council and of the City of Lubbock in a Policies and Procedures Manual; and

WHEREAS, the City Council finds that it would be in the public interest to amend certain policies and procedures as set forth in the City of Lubbock Council Rules, Order of Business and Procedure Manual; and

WHEREAS, pursuant to Section II(B) of said Rules, this proposed amendment has been introduced into the record at a prior regular meeting of the City Council; NOW THEREFORE:

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

THAT Section III(A)(1) of the City of Lubbock Council Rules, Order of Business and Procedure Manual is amended by adding a new subsection III(A)(1)(c) to read as follows:

c. Evening Meetings. Notwithstanding any provision herein to the contrary, the City Council of the City of Lubbock shall schedule meetings where the following matters are held, discussed, or upon which final action is taken, during the evening after 5:30P.M.; provided, however, that for any topic where more than one such meeting is required, one meeting may be reserved for an otherwise scheduled morning meeting:

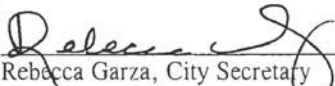
- (1) Involuntary annexation of real property;
- (2) Adoption of the City of Lubbock's budget; and
- (3) Public hearings or other consideration of the City of Lubbock tax rate.

In addition to the foregoing, the City Council of the City of Lubbock shall schedule at least four (4) regular meetings of the City Council per year, at least one (1) of said meetings being held per quarter, to be held during the evening, after 5:30P.M.

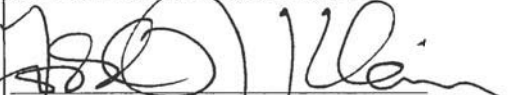
Passed by the City Council this 6th day of March, 2012.


TOM MARTIN, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Todd Klein, Councilman District 3

ccdocs/RES.Evening Meetings
2.17.12

CITY COUNCIL TERMS AND DEFINITIONS
As Created by Resolution #2529
February 26, 1987

1. Regular Council Meeting - These are the regular twice monthly City Council meetings normally held on the second and fourth Thursdays of each month.
2. Work Sessions - Work sessions are normally held prior to the regular City Council meetings. No Council action may be taken, but it does afford Councilmembers the opportunity to voice concerns, obtain information, and arrive at a consensus on City business.
3. Executive Session - These sessions are not open to the public and pertain to pending litigation; settlement offers; purchase, exchange, or lease of real property; personnel matters; and security personnel or devices. The final action resulting from the executive session must be made in open session.
4. Special Meetings - The Mayor, Mayor Pro-Tem or any two of the Councilmembers, in the absence of the Mayor or Mayor Pro-Tem, or in the event a refusal or request is made, may call a special meeting of the Council at any time deemed advisable.
5. Ordinances - An ordinance is passed and promulgated by the governing body pursuant to statutory authority or by implied authority. Ordinances are to be distinguished from resolutions and motions. An ordinance is legislative action, while a resolution is administrative in character.
6. Resolutions - A resolution is a mere expression of the opinion or will of the governing body concerning some matter of administration coming within its official cognizance. A resolution proper does not constitute a law.
7. Proclamations - Proclamations require no Council action and are intended to recognize citizens and organizations for outstanding accomplishments.
8. Minuted Action - Minuted action carries the same force in effect as resolutions. The only difference being that resolutions have written documentation signed by the presiding officers, while minuted action is contained only in the minutes of that particular regular, work session, or special Council meeting.
9. Quorum - Any four members of the City Council shall constitute a quorum and the affirmative vote of any four members of the Council shall be sufficient and necessary to adopt a repeal in any ordinance or resolution.

10. Motion - A motion is a proposal made to evoke action on the part of the legislative body.
11. Majority Vote - A majority vote occurs when four out of the seven Councilmembers, or a majority of those in attendance, vote in the affirmative or negative.
12. Unanimous Vote - A unanimous vote occurs when all of the Council in attendance vote in the affirmative or negative on an issue.
13. Consensus -- Council consensus is the opinion of a majority, plus one, of the Council in attendance at a meeting; consensus is used primarily in work session or informal meetings of Council to express opinion on a subject or matter. Consensus is not a formal vote of Council with a motion and second, but a collective opinion of Council.

**CITY OF LUBBOCK
COUNCIL RULES, ORDER OF BUSINESS, AND PROCEDURES**

I. HOME RULE PROVISION:

All powers vested in cities of exceeding one thousand (1,000) population by the provisions of Title 22, or other provisions of the Revised Statutes are hereby retained and are cumulative of the powers vested by this Charter in the City of Lubbock, and the enumeration of the powers made in the Charter shall never be construed to preclude by implication or otherwise, the City from exercising all the powers incident to the enjoyment of local self-government and from doing any and all things not inhibited by the Constitution and laws of the State of Texas (Ch. 1, Art. 11, Sec. 1, Charter)

II. AUTHORITY:

The Charter of the City of Lubbock provides that the Council shall determine its own rules and order of business. (Ch. 1, Art. IX, Sec. 13) By virtue thereof, and when not in conflict with the Charter of the City of Lubbock and the Constitution and laws of the State of Texas, the following set of rules shall be in effect upon adoption by the City Council and until such time as they are amended or new rules adopted in the manner hereinafter provided and shall prevail to govern the order of business of the City Council of the City of Lubbock.

- A. Adoption of Council Rules - Adoption of the Rules, Order of Business, and Procedures Manual for the City Council, City of Lubbock, shall be accomplished by means of a resolution with the affirmative vote of a majority of all members of the City Council.
- B. Amendments to Council Rules - These rules may be suspended, amended or new rules adopted by six out of seven members of the City Council, provided that the proposed amendments, suspensions or new rules shall have been introduced into the record at a prior regular meeting and these rules do not conflict with General Laws of the State of Texas or the Charter of the City of Lubbock. (Amended by Resolution #2529, 2-26-87)

III. MEETINGS:

"Meeting" means any deliberation between a quorum of members of the City Council at which any public business or public policy over which the City Council has supervision or control is discussed or considered, or at which any formal action is taken. (V.T.C.A., Local Government Code, Chapter 551)

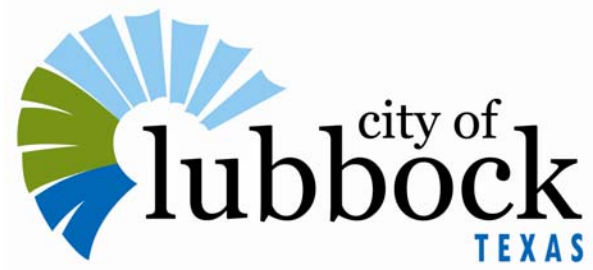
A. City Council Meetings:

1. Regular Council Meeting - The City Council shall meet twice each month in the City Council Chambers, Municipal Building on the second and fourth Thursdays at 10:00 a.m. or at such other times and places as shall be selected by the City Council by motion or consensus. City Council meetings are open to the public in accordance with the Texas Open Meetings Act, Vernon's Ann.Civ.St., Art. 6252-17, the Open Meetings Act requires any deliberation between a quorum of members of a governmental body to be conducted at a meeting open to the public pursuant to a 72-hour previous posting of the agenda of the meeting.

The only exception to these requirements is for a gathering at social functions at which no public business is discussed.

- a. Work Sessions - Work session meetings of the City Council shall commence at 8:30 a.m. twice each month immediately preceding the regular meeting of the City Council except that when the City Council has by motion or consensus changed the time and place of a regular City Council meeting, the work session shall begin one and a half hours prior to the start of the regular meeting. Any agenda items which Council members may have concerns about are discussed. Although no Council action may be taken, work sessions afford Council members the opportunity to voice concerns, obtain information, and question the propriety of any agenda item. Work sessions are open to the public.
 - b. Executive Sessions - An executive session on a permitted topic (see V.T.C.A., Local Government Code, Chapter 551) may be held only after the City Council has first been convened in open session, for which notice as provided in the Open Meetings Act has been given, and after the presiding officer has announced that an executive session will be held and indicated the section or sections of the Act identifying the reason for the executive session. Executive sessions are generally allowable for consultation with the City Attorney about pending litigation, settlement offers; purchase, exchange or lease of real property; personnel matters; and security personnel or devices. The final action resulting from an executive session (vote or decision) must be made in open session.
2. Special Meetings - The Mayor, Mayor Pro-Tem or any two of the Councilmembers in the absence of the Mayor and Mayor

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.