City of Lubbock, Texas
Regular City Council Meeting
Thursday, December 6, 2012

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

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

http://www.mylubbock.us

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

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

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.3

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-7.2

1. **Executive Session**

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

1. 1. 1. Robert E. Campbell, Maria-Joaquina Womack and Aurora Joy Campbell-Ortega v. Clinton Lewis and Jeffery Steven Simpson, Both in their individual and official capacities as Police Officers for the City of Lubbock, Texas, and City of Lubbock. Civil Action 5:11-CV-00116-C; United States District Court, Northern District of Texas, Lubbock Division.

1. 1. 2. Contract resolution 2012-R0336 concerning the purchase of workers' compensation coverage through Texas Political Subdivisions (TPS) Workers' Compensation Joint Self Insurance and any related documents or issues.

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

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Electric Utility Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Emergency Communications District Board of Managers, Urban Renewal & Neighborhood Redevelopment Commission, and West Texas Municipal Power Agency.

2. **Proclamations and Presentations**

2. 1. Invocation by Dr. Jerry Joplin, Senior Pastor at Bacon Heights Baptist Church.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition recognizing December 3-8, 2012, as the 30th Anniversary of the U Can Share Food Drive.

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

3. 1. Becky Garcia will appear before the City Council regarding Mark Ysasaga.

3. 2. Lynne Strickland will apprear before the City Council to discuss the library master plan.

4. **Minutes**

4. 1. October 23, 2012 Special City Council Meeting (Electric Utility Board)
November 8, 2012 Regular 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. **Resolution – Finance**: Consider a resolution expressing intent to finance expenditures to be incurred for projects approved by the City Council in the FY 2012-13 Operating Budget Amendment, Ordinance No. 2012-00120, and to reimburse itself from the proceeds of obligations that will be issued in a subsequent period.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2012-O0136 Amendment 10 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funds from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; respecting the Criminal Investigation Special Revenue Fund, fund 142.

5. 2. 1. **Resolution - Lubbock Emergency Communication District**: Consider a resolution authorizing the Mayor to execute contract 11080 with the Lubbock Emergency Communications District for a Public Safety Answering Points (PSAP) Grant from the FY 2012-13 funding program.

5. 2. 2. **Resolution - Community Services**: Consider a Resolution authorizing the Mayor to execute a contract 11098 and all related documents with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services for an Area Agency on Aging (AAA) Direct Purchase of Services Program to provide meals and transportation services for the City of Lubbock's Senior Citizens Program.

5. 3. **Resolution - Risk Management**: Consider a resolution authorizing the City Manager to amend the City's workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

5. 4. **Ordinance 2nd Reading - Public Works Engineering:** Consider Ordinance 2012-O0137 amending Section 30.03.008 of the Code of Ordinances with regard to adopting the latest Federal Emergency Management Agency (FEMA) Flood Insurance Study and Flood Insurance Rate Maps and making associated changes; adding a definition of Base Flood Elevation.

5. 5. **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute Contract 10605 for professional services with Freese & Nichols, Inc., for engineering services associated with the study of pump station emergency electric generators, RFQ 12-10605-CI.

5. 6. **Contract Resolution - Public Works Engineering**: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to a Professional Services Contract with Halff Associates, Inc., of Richardson, Texas, for the video inspection of storm sewers – phase 2, RFQ 10-110-MA.

5. 7. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing a portion of 66th west of Justice Avenue, located at Justice Avenue and 66th Street.

5. 8. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing a transformer pad easement in Lot 6, Portofino Cove Addition, located at 9605 Ithaca Avenue.

5. 9. **Resolution - Right-of-Way**: Consider a resolution authorizing the Mayor to execute a street use license with Gatewood Apartments L.L.C., to use portions of street right-of-way for private underground water lines, 4300 Canton Avenue.

5. 10. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2012-O0135 abandoning and closing two drainage easements located in Section 36, Block AK, Lubbock County, Texas, 6301 Spur 327.

5. 11. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2012-O0138 abandoning and closing a portion of a drainage easement located in Tract A, Tuscany Place, an addition to the City of Lubbock, Texas, 6312 73rd.

5. 12. **Contract Resolution - Facilities**: Consider a resolution authorizing the Mayor to execute Job Order Contract 13-11052-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the Garden and Arts Center Texas Accessible Standards (T.A.S.) and interior upgrades.

5. 13. **Resolution - Community Services**: Consider a resolution to re-appoint Dr. Ronald Cook, D.O., M.S., for a two-year term as the Local Health Authority for the City of Lubbock.

5. 14. **Resolution - Parks & Recreation**: Consider five resolutions authorizing the Mayor to execute contracts #10981 with All Seasons Property Care Inc., #11094 with Star Landscapes, #11095 with Gorman Outdoor, Inc., #11096 with MDM Mowing, and #11097 with Lubbock Tree Sales for parks turf maintenance, BID 13-10981-CI.

5. 15. **Contract Resolution - Police**: Consider a Resolution authorizing the Mayor to execute Contract 11074, an Agreement for Services, between the City and the Texas Tech University Health Science Center (TTUHSC) School of Nursing (SON) authorizing the collection and immediate turn over of biological evidence, pursuant to search warrants or consents for searches of criminal cases being investigated by the Lubbock Police Department.

5. 16. **Resolution - Municipal Court**: Consider a resolution authorizing the Mayor to execute Contract 11102 an Interlocal Agreement between the City of Lubbock, Lubbock Independent School District, and Lubbock County to approve continued funding of the Specialized Treatment and Rehabilitation (S.T.A.R.) Program for FY 2012-13.

5. 17. **Contract Resolution - Fire:** Consider a resolution to ratify Contract 11101 and approve the City Manager's signature on three Memorandums of Understanding between the City of Lubbock, Texas A&M Forest Service, and the Regional Incident Management Team (RIMT) for members Stuart Walker, George Torres, and Sid Beach.

5. 18. **Contract Resolution - Fire:** Consider a resolution authorizing the City Manager to enter into Memorandums of Understanding between the City of Lubbock, the Texas A&M Forest Service, and members of the Regional Incident Management Team (RIMT).

5. 19. **Contract Resolution - Fire:** Consider a resolution for Contract 11099 entering into a Texas Emergency Medical Task Force Resource Memorandum of Agreement between Department of State Health Services, Trauma Service Area B Regional Advisory Council, Inc. and the City of Lubbock Fire Department.

5. 20. **Ordinance 2nd Reading - Planning**: Zone Case 1947-G Ordinance 2012-O0131 Consider a request of Matt Sefcik for Lubb Inc., for a zoning change from IHC Interstate Commercial to A-2 high density apartments for garden style apartment units on Tract A-1, Ana's Garden Addition, 5820 34th Street.

5. 21. **Ordinance 2nd Reading - Planning**: Zone Case 2984-H Ordinance 2012-O0132 Consider a request of CMS Properties for S&S Commercial Properties, Ltd., for a zoning change from A-1 and C-3 to A-2 for apartments on 17.91 acres of unplatted land out of Block AK, Section 38, south of 34th Street and west of Milwaukee Avenue.

5. 22. **Ordinance 2nd Reading - Planning**: Zone Case 3193 Ordinance 2012-O0133 Consider a request of Albert Skibell, Inc., for a zoning change from T to C-3 on 13.156 acres of unplatted land out of Block E-2, Section 21, northeast corner of 130th Street and Indiana Avenue.

5. 23. **Ordinance 2nd Reading - Planning**: Zone Case 3194 Ordinance 2012-O0134 Consider a request of West Texas Engineering, LLC, for RBA Investments, LLC, for a zoning change from R-1 to C-2 for a Dollar General store on 1.442 acres of unplatted land out of Block E, Section 9, 1611 82nd Street.

5. 24. **Resolution - City Attorney**: Consider a resolution settlement of Campbell v. City of Lubbock, Civil Action 5:11-CV-00116-C.

6. **Regular Agenda**

6. 1. **Budget Ordinance Amendment 1st Reading – Finance**: Consider Budget Ordinance Amendment 11 amending the Adopted FY 2012-13 Budget respecting the General Fund, Fund 100, by increasing expenditures in the Lubbock Public Library Department for Library Facilities Master Planning Services.

6. 1. 1. **Contract Resolution - Library:** Consider a resoultion authorizing the Mayor to execute contract 10836 with Dewberry Architects, Inc. for Library Facilities Master Planning Services, RFP 12-10836-TL.

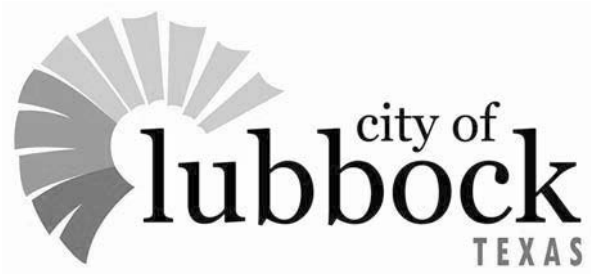
6. 2. **Resolution - City Council**: Consider a resolution directing the City of Lubbock Board of Health to study the availability, sale, recreational use, hazards, and possible criminalization of synthetic psychoactive designer drugs, including synthetic marijuana and bath salts, in the City of Lubbock, and report back findings and recommendations to the City Council.

6. 3. **Board Appointments - City Secretary**: Consider one appointment to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, four appointments to the Electric Utility Board, three appointments to the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, two appointments to the Lubbock Economic Development Alliance, Inc. Board of Directors, one appointment to the Lubbock Emergency Communications District Board of Managers, two appointments to the Market Lubbock, Inc. Board of Directors, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and one appointment to the West Texas Municipal Power Agency.

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

7. 1. Presentation by Dr. Robert Forbis regarding Hydraulic Fracturing.

7. 2. Presentation by Tony Privett regarding the City of Lubbock's 2013 Legislative Agenda.


city of
lubbock
TEXAS

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, DECEMBER 6, 2012 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	CENTRAL BUSINESS TIF REINVESTMENT BOARD OF DIRECTORS	DAVIS, MIKE	01.01.13	86%		REAPPOINT	Y
*	2	ELECTRIC UTILITY BOARD	ABEYTA, EMILIO	11.01.12	90%		REAPPOINT	Y
			CARPENTER, GEORGE	11.01.12	100%		REAPPOINT	Y
			ISOM, CLAYTON	11.01.12	100%		REAPPOINT	Y
			JOHNSON, VIRGIL	11.01.12	40%		REPLACE	Y
*	3	LUBBOCK BUSINESS PARK TIF REINVESTMENT ZONE	GILLIT, LES	01.01.13	100%		REAPPOINT	Y
			HENRY, SANDY	01.01.13	100%		REAPPOINT	Y
			McKAY KENNY	01.01.13	N/A		REPLACE	N/A
*	4	LUBBOCK EMERGENCY COMMUNICATIONS DISTRICT BOARD OF MANAGERS	FOSTER, RICHARD	01.01.13	100%		REAPPOINT	Y
*	5	URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	MORRIS, DANIEL	03.01.13	N/A	ENGINEER	RESIGNED/REPLACE	N/A
*	6	WEST TEXAS MUNICIPAL POWER AGENCY	ROBERTSON, GLEN	12.01.12	83%		REAPPOINT	Y

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

City of Lubbock
Board and Commision Recruiting Database

Updated: 11/28/2012

Sorted: No Preference

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

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

CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING REINVESTMENT ZONE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (5)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	3.7%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	100.0% (5)
Female	51.5%	53.0%	26.8%	0.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	20.0% (1)
District 4	17.0%	17.0%	21.3%	20.0% (1)
District 5	16.7%	19.4%	28.7%	60.0% (3)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE: To encourage development and redevelopment within the Central Business District. Board recommends projects to be financed by the district with the approval of the City Council. The board consists of nine members, including representatives of each of the taxing jurisdictions levying taxes in the area. Five members are appointed by the City Council.

Qualifications: Members must be a qualified voter in the municipality or be at least 18 years of age and own real property in the TIF zone, whether or not the individual resides in the municipality.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Davis, Mike (M,A,5)	88%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Mike Davis

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/25/2012

Sorted: By Preference

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

Central Business District Tax Increment Financing

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1108		Beal	Brandt	M	A		18-29	President - Owner	The Gibraltar Group	6
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Second Preference:										
Third Preference:										
0901		Finley	Eric	M	A		30-39	Marketing	University Medical Cent	4
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
Fourth Preference:										
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
Fifth Preference:										
Sixth Preference:										
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4

Committee #80 Central Business District Tax Increment Financing — *Perm./Temp. Board:* P

	Confidential	Home	Business		Reappt Elig.
Cardinal	Y	*9303 Miami*	*Cardinal Sports Center*	*Curr:* 1/27/2011 - 1/1/2013	*Y*
Mr. Tony		*Lubbock TX 79424*	*1602 13th St*	*2nd:* 1/1/2009 - 1/1/2011	
			Lubbock TX 79401	*1st:* 1/1/2007 - 1/1/2009	
	Y	*(806) 798-8220*	*(806) 765-6645*	*Fax:* *(806) 763-3927*	
		CEL			
E-mail	*tcardinal@cardsports.net*				
Davis	Y	*8914 York Pl*	*Watson-Sysco Foods*	*Curr:* 1/27/2011 - 1/1/2013	*Y*
Mr. Mike		*Lubbock TX 79424*	*714 2nd Place*	*2nd:* 1/1/2009 - 1/1/2011	
			Lubbock TX 79401	*1st:* 1/1/2007 - 1/1/2009	
	Y	*(806) 798-1701*	*(806) 712-1400*	*Fax:*	
		CEL			
E-mail	*davis.mike@wtx.sysco.com*				
Noble	Y	*4001 69th St.*	*Service Title*	*Curr:* 1/1/2012 - 1/1/2014	*Y*
Mr. Brent		*Lubbock TX 79413*	*4101 84th St*	*2nd:* 1/1/2010 - 1/1/2012	
			Lubbock TX 79423	*1st:* 1/1/2008 - 1/1/2010	
	Y				
	Y	*(806) 795-8748*	*(806) 798-3227*	*Fax:* *(806) 798-2928*	
	Y	*CEL*			
E-mail					
Pope	N	*3211 21st St*	*Benchmark Business Solution*	*Curr:* 8/23/2012 - 1/1/2014	*Y*
Mr. Daniel		*Lubbock TX 79410*	*1607 Broadway*	*2nd:* -	
			Lubbock TX 79401	*1st:* -	
	Y				
	N	*(806) 793-9847*	*(806) 744-8744*	*Fax:* *(806) 744-4707*	
	Y	*CEL*			
E-mail	*dpope@benchmarkwtx.com*				
Taylor	Y	*4608 96th St*		*Curr:* 1/1/2012 - 1/1/2014	*Y*
Mr. Robert		*Lubbock TX 79424*		*2nd:* 1/1/2010 - 1/1/2012	
				1st: 1/1/2008 - 1/1/2010	
	N				
	N	*(806) 794-1720*	*(806) 472-5900*	*Fax:*	
	N	*CEL*			
E-mail	*rtaylor@unitedtexas.com*				

Chair/Pres:	Robert Taylor	**Staff Liaison:**	Cheryl Brock
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Council appoints Chair; Brent Noble 1st term 1.02-1.04, 1.04-1.06, 01.06-01.08; Robert Taylor 1st term 4.28.05-1.06, 1.06-1.08; Mike Davis 1st term 04.28.05-01.01.07; Tony Cardinal 1st term 01.10.05-01.01.07;

Council consensus - Members can serve more than 2 terms.

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/25/2012

ELECTRIC UTILITY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	77.8% (7)
Hispanic	32.6%	27.6%	8.9%	11.1% (1)
African-American	8.7%	7.4%	9.5%	11.1% (1)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	100.0% (9)
Female	51.5%	53.0%	26.8%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	11.1% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	0.0% (0)
District 4	17.0%	17.0%	21.3%	22.2% (2)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	33.3% (3)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Governmental body over LP&L for all electric utility related matters of the City's municipally owned electric utility. The City Council retains authority over rates, budget, issuing debt and eminent domain.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Abeyta, Emilio (M,H,1)	90%	Y	Reappoint
Carpenter, George (M,A,6)	100%	Y	Reappoint
Isom, Clayton (M,A,6)	100%	Y	Reappoint
Johnson, Virgil (M,AA,4)	40%	Y	Replace

APPOINTMENTS ADVISORY BOARD RECOMMEDATIONS:

Positions were not considered by the Board.

ELECTRIC UTILITY BOARD RECOMMENDATIONS:

See attached EUB Resolution

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/24/2012

Sorted: By Preference

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

Electric Utility Board-Charter

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
1010		Rothwell	Gary	M	A		50-59	Real Estate Investments	Gary Rothwell, Inc.	5
1109		Russell	Carl	M	A		50-59	Real Estate Developer	Carl M Russell Land &	4
Second Preference:										
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
Third Preference:										
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0212		Peel	Michael	M	A		40-49	Sales	Benchmark	
1011		Wiggins	Gary	M	A		60+	Retired		3
Fourth Preference:										
0908		Franklin	Johnny	M	A		50-59	Retired		5
Fifth Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5
Sixth Preference:										
0611		Conwright	James	M	AA		18-29	Credit Analyst	City Bank Texas	6

RESOLUTION

WHEREAS, Chapter 1, Article XII, Section 1 of the Lubbock City Charter and Chapter 2 Division 12 of the Code of Ordinances establishes and outlines certain responsibilities and duties of the Electric Utility Board (the "Board"); and

WHEREAS, Chapter 1, Article XII, Section 1 of the Lubbock City Charter states that a member of the Board must be a citizen of the city of Lubbock and an eligible voter; and

WHEREAS, Section 2.03.413(a) of the above described ordinance states that the City Council shall consider extensive business and/or financial experience as well as whether or not a prospective Board member is a customer of Lubbock Power & Light, where available, as qualifications for being a member of the Board; and

WHEREAS, according to the above described Charter provision and ordinance, the term of each Board member shall be two years and no Board member shall serve more than three terms; and

WHEREAS, Section 2.03.415(e) of the above described ordinance states that, to the extent authorized by law and subject to the City's Charter and Code of Ordinances, the Electric Utility Board shall be responsible for nominating individuals to the City Council for their consideration in appointing members to the Electric Utility Board; and

WHEREAS, on November 1, 2012, the terms of four of the current Board members will expire; and

WHEREAS, pursuant to the procedures outlined in Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the Electric Utility Board of the City of Lubbock deems it in the best interest of the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light, to recommend to the City Council that the individuals outlined below be considered for appointment to the remaining Board position to the Electric Utility Board; NOW THEREFORE:

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

1. THAT, the City Council reappoint **Emilio Abeyta**, **George Carpenter** and **Clayton Isom** to the Electric Utility Board.

2. THAT, in addition to reappointing the above named individuals, the Board recommends to the City Council the following individuals for appointment to the remaining position on the Electric Utility Board:

THOMAS MULKEY

3. THAT this resolution be filed with the City Secretary and that the recommendations made herein be conveyed to the City Council of the City of Lubbock.

Passed by the Electric Utility Board this 23 day of OCTOBER, 2012.

Mike Davis, Chairman

ATTEST:

Gail Kring

~~Emilio Abeyta~~, Board Secretary - ACTING
GAIL KRING

APPROVED AS TO FORM:

Matthew L. Wade
General Counsel- LP&L

Committee #105 Electric Utility Board-Charter

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

	Confidential	Home	Business		Reappt Elig.
			Abeyta Law Office	***Curr:*** 11/4/2010 - 11/1/2012	***Y***
Abeyta	Y	***5704 79th Street***	***820 Buddy Holly Ave. #6***	***2nd:*** -	
Mr. Emilio		***Lubbock TX 79424***	***Lubbock TX 79401***	***1st:*** -	
	Y	***(806) 794-7162***	***(806) 765-5161***	***Fax:*** ***(806) 765-9644***	
		CEL			
E-mail ***abeytaattorney@aol.com***					
			Armstrong Mech. Co.	***Curr:*** 11/4/2010 - 11/1/2012	***Y***
Carpenter	Y	***4802 6th Street***	***P.O. Box 3430***	***2nd:*** -	
Mr. George		***Lubbock TX 79416***	***Lubbock TX 79452***	***1st:*** -	
	Y	***(806) 799-3514***	***(806) 747-4218***	***Fax:*** ***(806) 763-4328***	
		CEL			
E-mail ***gwc@armstrongservices.com***					
			Sysco West Texas	***Curr:*** 11/1/2011 - 11/1/2013	***N***
Davis	Y	***8914 York Pl***	***714 2nd Place***	***2nd:*** 11/5/2009 - 11/1/2011	
Mr. Mike		***Lubbock TX 79424***	***Lubbock TX 79401***	***1st:*** 11/1/2007 - 11/1/2009	
	Y	***(806) 441-3659*** ***CEL***	***(806) 712-1400***	***Fax:*** ***(806) 762-2523***	
E-mail ***davis.mike@wtx.sysco.com***					
			Tao Development	***Curr:*** 5/30/2012 - 11/1/2012	***Y***
Isom	N	***3003 23rd Street***	***905 Avenue K***	***2nd:*** -	
Mr. Clayton		***Lubbock TX 79410***	***Lubbock TX 79401***	***1st:*** -	
	Y Y Y	***(806) 441-1320*** ***CEL***	***(806) 725-4288***	***Fax:***	
E-mail ***cisom@taorealestate.com***					
				Curr: 11/4/2010 - 11/1/2012	***Y***
Johnson	N	***4805 78th Street***		***2nd:*** -	
Mr. Virgil		***Lubbock TX 79424***		***1st:*** -	
	N	***(806) 407-5336***		***Fax:***	
		CEL			
E-mail ***76@hotmail.com***					

Chair/Pres:	Mike Davis	**Staff Liaison:**	Gary Zheng
Vice Chair/V.P.:	Gail Kring	**Term:**	2 Years
Sec./Treasurer:	Emilio Abeyta	**Ex-Officio Mbr.:**	Mayor or Mayor's Appointee

Created by Charter Amendment-Nov 2004.

Ord 2004-O0152 states no more than 3 two-year terms. Terms served for one year or less do not apply to 3 two-year term limit.

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

Last Update: 10/24/2012

Committee #105 Electric Utility Board-Charter — *Perm./Temp. Board:* P

	Confidential	Home	Business		Reappt Elig.
			PYCO Industries	*Curr:* 11/1/2011 - 11/1/2013	*Y*
Kring	N	*9506 Winston Avenue*	*2901 Avenue A*	*2nd:* -	
Mr. Rodney		*Lubbock TX 79424*	*Lubbock TX 79408*	*1st:* 11/5/2009 - 11/1/2011	
	N	*(806) 798-7386*	*(806) 747-3434*	*Fax:* *(806) 744-3221*	
		CEL			
E-mail	*gkring@pycoindustries.com*				
				Curr: 11/1/2011 - 11/1/2013	*Y*
McDonald	Y	*2816 North Meadow Driv*		*2nd:* -	
Mr. Carroll		*Lubbock TX 79403*		*1st:* -	
	Y	*cmcdonald@nts-online.net*		*Fax:*	
	Y	*(806) 762-5011*			
	Y	*CEL*			
E-mail					
			McDougal Companies	*Curr:* 11/1/2011 - 11/1/2013	*Y*
McDougal	Y	*4104 109th Street*	*5001 West Loop 289*	*2nd:* -	
Mr. Marc		*Lubbock TX 79424*	*Lubbock TX 79414*	*1st:* -	
	N		*(806) 793-0703*	*Fax:*	
	Y				
	Y	*CEL*			
E-mail					
				Curr: 11/1/2011 - 11/1/2013	*Y*
Musselman	N	*4616 7th Street*		*2nd:* -	
Mr. Robert		*Lubbock TX 79416*		*1st:* -	
	N	*rmusselman@xanadoo.com*		*Fax:* *(806) 762-3969*	
	N	*(806) 792-8605*			
	Y	*CEL*			
E-mail					

Chair/Pres:	Mike Davis	**Staff Liaison:**	Gary Zheng
Vice Chair/V.P.:	Gail Kring	**Term:**	2 Years
Sec./Treasurer:	Emilio Abeyta	**Ex-Officio Mbr.:**	Mayor or Mayor's Appointee

Created by Charter Amendment-Nov 2004.

Ord 2004-O0152 states no more than 3 two-year terms. Terms served for one year or less do not apply to 3 two-year term limit.

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 10/24/2012

Lubbock Business Park TIF Reinvestment Zone
Board of Directors

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (5)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	80.0% (4)
Female	51.5%	53.0%	26.8%	20.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	20.0% (1)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	80.0% (4)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE: To encourage development and redevelopment within the Lubbock Business Park District. Board recommends projects to be financed by the district with the approval of the City Council. The board consists of nine members, including representatives of each of the taxing jurisdictions levying taxes in the area. Five members are appointed by the City Council. **Members must be a qualified voter in the municipality or be at least 18 years of age and own real property in the TIF zone, whether or not the individual resides in the municipality.**

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Attend**	**Eligible**	**Action**
Gillit, Les (M,A,5)	100%	Y	Reappoint
Henry, Sandy (F,A,3)	100%	Y	Reappoint
McKay, Kenny (M,A,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Les Gillit and Sandy Henry

To replace Kenny McKay:
John Osborne (M,A,0) LEDA / MLI

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/12/2012

Sorted: By Preference

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

Lubbock Business Park TIF Reinvestment Zone

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1211		Osborne	John	M	A		40-49	President & CEO	LEDA / MLI	0
Second Preference:										
Third Preference:										
Fourth Preference:										
Fifth Preference:										
Sixth Preference:										

Committee #124 Lubbock Business Park TIF Reinvestment Zone

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

	Confidential?	Home	Business		Reappt Elig.
			Standard Sales Co., LP	*Curr:* 3/25/2010 - 1/1/2013	*Y*
Gillit	Y	*6726 76th Street*	*901 East 66th Street*	*2nd:* -	
Mr. Les		*Lubbock TX 79424*	*Lubbock TX 79404*	*1st:* -	
	Y	*(806) 794-3553*	*(806) 745-5263*	*Fax:*	
		CELL			
E-mail	***lgillit@standardsales.com***				
			Science Spectrum	*Curr:* 3/25/2010 - 1/1/2013	*Y*
Henry	Y	*3302 43rd Street*	*2579 South Loop 289, Suite 25*	*2nd:* -	
Mrs. Sandy		*Lubbock TX 79413*	*Lubbock TX 79423*	*1st:* -	
	Y	*(806) 799-2042*	*(806) 748-1040*	*Fax:* *(806) 745-1115*	
		CELL			
E-mail	***sandy@sciencespectrum.org***				
			Lubbock Economic Developm	*Curr:* 1/14/2010 - 1/1/2013	*Y*
McKay	Y	*6707 Santa Fe*		*2nd:* -	
Mr. Kenny		*Lubbock TX 79407*		*1st:* -	
	Y	*(806) 785-5492*		*Fax:*	
		(806) 795-7274 *CELL*			
E-mail					
			1600 Broadway	*Curr:* 1/1/2012 - 1/1/2014	*Y*
Sharbutt	Y	*4621 91st Street*	*4412 74th Street B100*	*2nd:* -	
Mr. David		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* 1/14/2010 - 1/1/2012	
	Y			*Fax:*	
	Y	*(806) 783-0133*			
	Y	*(806) 438-7707* *CELL*			
E-mail	***dsharbutt@zona.net***				
			American State Bank	*Curr:* 1/1/2012 - 1/1/2014	*Y*
Whitehead	Y	*4618 86th Street*	*1401 Avenue Q*	*2nd:* -	
Mr. Tony		*Lubbock TX 79424*	*Lubbock TX 79401*	*1st:* 1/14/2010 - 1/1/2012	
	Y				
	Y	*(806) 794-7028*	*(806) 741-2110*	*Fax:* *(806) 747-5843*	
	Y	*CELL*			
E-mail	***tonyw@asbonline.com***				

Chair/Pres:	Sandy Henry	**Staff Liaison:**	Cheryl Brock
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

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

Last Update: 10/27/2012

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
BOARD OF MANAGERS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (2)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	100.0% (2)
Female	51.5%	53.0%	26.8%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	0.0% (0)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	100.0% (2)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Advisory board oversees the district's emergency (911) phone number. The 911 system is designed to speed emergency response to citizens seeking police, fire, medical, rescue and other emergency services.

QUALIFICATIONS: Members are appointed by the governing body of the most populous municipality in the district.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attendance	Eligible	Action
Foster, Richard (M,A,5)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Richard Foster

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/27/2012

Sorted: By Preference

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

LECD Board of Managers

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0904		Stanek	Sunshine	F	A		30-39	Prosecutor	District Attorney's Office	5
Second Preference:										
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
Third Preference:										
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Cooper	3
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
0509		Hilliard	A. Louis	M	A	C	18-29	Owner - Hub City Aviation	Hub City Aviation	3
0709		Holmes	Margaret	F	A		40-49	Doctoral Student	Doctoral Student	5
0803		McCoy	Gary	M	A	S	50-59	Banking	ABC Bank	5
Fourth Preference:										
Fifth Preference:										
Sixth Preference:										
0710		Ellis-Tanber	Karen	F	A		60+	Retired teacher	Retired teacher	3
0602		Howard	Dennis	M	A	S	50-59	Retired	Retired	4
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3

Committee #17 LECD Board of Managers

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

	Confidential?	***Home***	***Business***			*Reappt Elig.*
				Curr:	1/27/2011 - 1/1/2013	*Y*
Foster	N	*5002 100th Street*		*2nd:*	-	
Mr. Richard		*Lubbock TX 79424*		*1st:*	-	
	Y	*(806) 698-6207*		*Fax:*		
			CELL			
E-mail						
			Retired	*Curr:*	1/1/2012 - 1/1/2014	*Y*
Hailey	Y	*7806 Quincy Avenue*		*2nd:*	1/1/2010 - 1/1/2012	
Mr. Steve		*Lubbock TX 79424*		*1st:*	2/28/2008 - 1/1/2010	
	Y	*(806) 798-1210*		*Fax:*		
		(806) 445-6033	*CELL*			
E-mail						

Chair/Pres:		**Staff Liaison:**	N/A
Vice Chair/V.P.:		**Term:**	2 Years
Sec./Treasurer:	N/A	**Ex-Officio Mbr.:**	Mike Coke

Legal Entity - No limit to number of reappointments.

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	55.5%	78.0%	77.8% (7)
Hispanic	32.6%	32.3%	13.0%	0.0% (0)
African-American	8.7%	8.7%	7.0%	22.2% (2)
Other	3.7%	3.5%	2.0%	0.0% (0)
GENDER				
Male	48.5%	47.0%	70.9%	66.7% (6)
Female	51.5%	53.0%	29.1%	33.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	15.0%	9.4%	22.2% (2)
District 2	16.4%	14.6%	3.7%	11.1% (1)
District 3	16.3%	16.4%	13.4%	22.2% (2)
District 4	17.0%	17.5%	23.4%	11.1% (1)
District 5	16.7%	19.0%	29.1%	22.2%(2)
District 6	17.2%	17.5%	16.3%	11.1% (1)
Other/Unknown	0.0%	0.0%	4.7%	0.0% (0)

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

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Morris, Daniel (M,A,6)	Engineer	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
Marcus Borhani (M,O,6)[1] X-Fab Texas, Inc.

[1] Applicant's preferences include Audit & Investment Committee, Model Codes & Construction Advisory, and Lubbock Economic Development Alliance, Inc. Board of Directors

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/29/2012

Sorted: By Preference

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

Urban Renewal / Neighborhood Redevelopment Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1209		Curtis	Andrew	M	A		30-39	Attorney	Craig, Terrill, Jole and G	5
1004		Davis	Jon	M	A		40-49	Accountant	Capital Farm Credit	3
1208		Gonzales	Armando	M	H		50-59			2
0609		Hurt	William	M	A		30-39	Police Officer	Lubbock PD	3
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0804		Oatman	Mark	M	A			Financial Advisor	Merrill Lynch	3
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
Second Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Group	6
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0602		Howard	Dennis	M	A	S	50-59	Retired	Retired	4
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
Third Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
0707		Holland	Paige	F	A	S		Assistant Athletic Director	TTU - Athletics	5
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3
0509		Pena	Esther	F	H	S	30-39	Sales Development	Prosperity Bank	5
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2
Fourth Preference:										
1005		Bruegel	Jon	M	A		18-29	Student		4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0611		Conwright	James	M	AA		18-29	Credit Analyst	City Bank Texas	6
0707		Jacks	Holly	F	A			Registered Nurse	Covenant Emergency	5
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
0609		Schellhase	Scott	M	A		50-59	Architect	SLS Partnership	5
Fifth Preference:										
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0803		Sosebee	Rick	M	A		50-59	Fire Protection Contractor	Koetter Fire Protection	3
Sixth Preference:										
1206		Laverty	Peter	M	A		50-59	Department Director - UM	UMC	1
1208		Lopez	Tammy	F	A		40-49	House Cleaning		3
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Group	3

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

	Confidential?	*Home*	*Business*		*Reappt Elig.*
MORTGAGE BANKING			***Plains Capital Mortgage***	*Curr:* 3/1/2011 - 3/1/2013	***N***
Covington	N	***6812 87th Street***	***4010 82nd Street, Unit 110***	*2nd:* -	
Ms. Christine		***Lubbock TX 79424***	***Lubbock TX 79423***	*1st:* 6/11/2009 - 3/1/2011	
	N		***(806) 791-7285***	*Fax:* ***(806) 247-0608***	
	N	***(806) 788-2607***			
	N	***(806) 548-6284 CELL***			
E-mail ***ccovington@primelending.com***					
GENERAL PUBLIC			***Parkhill, Smith & Cooper***	*Curr:* 3/1/2012 - 3/1/2014	***N***
Ferguson	Y	***2117 28th St***	***4222 85th St***	*2nd:* 3/1/2010 - 3/1/2012	
Mr. Gary		***Lubbock TX 79411***	***Lubbock TX 79423***	*1st:* 3/1/2008 - 3/1/2010	
	Y		***(806) 473-2200***	*Fax:* ***(806) 473-3500***	
	Y	***(806) 687-0943***			
	Y	***CELL***			
E-mail ***gferguson@team-psc.com***					
REAL ESTATE				*Curr:* 3/1/2012 - 3/1/2014	***N***
Givens	Y	***1701 East 26th Street***		*2nd:* -	
Mr. R.J.		***Lubbock TX 79411***		*1st:* 3/1/2010 - 3/1/2012	
	Y		***(806) 763-8430***	*Fax:*	
	Y	***(806) 762-2967***			
	Y	***(806) 778-0824 CELL***			
E-mail ***givreal@aol.com***					
LEGAL			***Texas Dept. of Criminal Justic***	*Curr:* 8/23/2012 - 3/1/2013	***Y***
Hunter		***2119 69th Street***	***8602 Peach Street***	*2nd:* -	
Mr. Patrick		***Lubbock TX 79412***	***Lubbock TX 79404***	*1st:* -	
			(806) 745-1021	*Fax:*	
		(806) 745-2537			
		CELL			
E-mail ***patrick.hunter1@suddenlink.ne***					
GENERAL PUBLIC			***WestMark, Realtors***	*Curr:* 3/1/2011 - 3/1/2013	***Y***
Kiesling	N	***5111 97th St***	***4105 84th St***	*2nd:* -	
Ms. Juanita		***Lubbock TX 79424***	***Lubbock TX 79423***	*1st:* -	
	N		***(806) 794-3300***	*Fax:* ***(806) 794-5550***	
	Y	***(806) 794-2618***			
	Y	***(806) 239-3540 CELL***			
E-mail ***nkiesling@westmarkcommerci***					

Chair/Pres:	Gary Ferguson	**Staff Liaison:**	Bill Howerton / Phyllis Brown
Vice Chair/V.P.:	Christine Covington	**Term:**	2 Years
Sec./Treasurer:	Dustin Burrows, NRC	**Ex-Officio Mbr.:**	

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****** ***Last Update:*** 10/29/2012

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

	Confidential?	*Home*	*Business*		*Reappt Elig.*
ENGINEER			*TripleDubs, LLC*	*Curr:* 3/1/2011 - 3/1/2013	*Y*
Morris		*4632 Grinnell Street*	*10104 Elkhart Ave.*	*2nd:* -	
Mr. Daniel		*Lubbock TX 79416*	*Lubbock 79424*	*1st:* -	
				Fax:	
		(806) 744-2826			
		CELL			
E-mail					
ACCOUNTING			*Lubbock Chamber of Commer*	*Curr:* 3/1/2012 - 3/1/2014	*Y*
Nugent	Y	*903 East Kent*	*1301 Broadway, Suite 101*	*2nd:* -	
Ms. Sheri		*Lubbock TX 79403*	*Lubbock TX 79401*	*1st:* 3/1/2010 - 3/1/2012	
	Y				
	Y	*(806) 789-7903*	*(806) 761-7004*	*Fax:* *(806) 761-7013*	
	Y	*CELL*			
E-mail	*sheri.nugent@lubbockbiz.org*				
GENERAL PUBLIC				*Curr:* 3/1/2012 - 3/1/2014	*Y*
Stanley	N	*3801 25th Street*		*2nd:* -	
Mr. Maurice		*Lubbock TX 79410*		*1st:* 9/8/2011 - 3/1/2012	
	N				
	N	*(806) 241-4839*		*Fax:*	
	N	*CELL*			
E-mail					
RESIDENTIAL CONSTRUCTION				*Curr:* 3/1/2011 - 3/1/2013	*N*
Vitale	Y	*4422 79th Street*	*602 Indiana*	*2nd:* -	
Mr. Jeffrey		*Lubbock TX 79424*	*Lubbock TX*	*1st:* 3/1/2009 - 3/1/2011	
			(806) 241-0282	*Fax:*	
	Y	*(806) 795-9765*			
		CELL			
E-mail	*brandijeff@hotmail.com*				

Chair/Pres:	Gary Ferguson	**Staff Liaison:**	Bill Howerton / Phyllis Brown
Vice Chair/V.P.:	Christine Covington	**Term:**	2 Years
Sec./Treasurer:	Dustin Burrows, NRC	**Ex-Officio Mbr.:**	

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

Last Update: 10/29/2012

WEST TEXAS MUNICIPAL POWER AGENCY

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	50.0% (1)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	50.0% (1)
GENDER				
Male	48.5%	47.0%	73.2%	100.0% (2)
Female	51.5%	53.0%	26.8%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	50.0% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	0.0% (0)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	0.0% (0)
District 6	17.2%	19.9%	16.6%	50.0% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Created by Sections 4a and 4b of Article 1435a, Revised Civil Statutes of Texas, 1925, as amended; consists of 2 members from local cities having authority to engage in the generation, distribution and sale of electric energy for sale to the public and is engaged in the distribution and sale of electric energy to the public which is provided with a major portion of its power through or from the interstate electric system. Terms are for two years. **No limit to number of terms.**

QUALIFICATIONS: Directors shall be a qualified elector and reside within the boundary of the Agency at the time of execution of his constitutional oath of office. The Electric Utility Board shall be responsible for appointing individuals to the WTMPA.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Robertson, Glen (M,A,1)	83%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
This position did not come before the Board.

ELECTRIC UTILITY BOARD RECOMMENDATIONS:
To reappoint Glen Robertson

RESOLUTION

WHEREAS, Chapter 1, Article XII, Section 1 of the Lubbock City Charter and Chapter 2, Division 12 of the Code of Ordinances establishes and outlines certain responsibilities and duties of the Electric Utility Board (the "Board"); and

WHEREAS, Section 2.03.415(e) of the above described ordinance states that, to the extent authorized by law and subject to the City's Charter and Code of Ordinances, the Electric Utility Board shall be responsible for nominating individuals to the City Council for their consideration in appointing members to the board of the West Texas Municipal Power Agency ("WTMPA Board"); and

WHEREAS, on December 1, 2012, the term of Glen Robertson, one of Lubbock's members on the WTMPA Board will expire; and

WHEREAS, pursuant to the procedures outlined in Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the Electric Utility Board of the City of Lubbock deems it in the best interest of the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light, to recommend to the City Council that the individual outlined below be appointed to the WTMPA Board; NOW THEREFORE:

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

SECTION 1. THAT, the term of one of Lubbock's members on the WTMPA Board expired on December 1, 2012 the Board recommends to the City Council of the City of Lubbock that Glen Robertson be reappointed to a full term of the WTMPA Board:

SECTION 2. THAT this resolution be filed with the City Secretary and that the recommendations made herein be conveyed to the City Council of the City of Lubbock.

Passed by the Electric Utility Board this 20 day of NOVEMBER, 2012.

Mike Davis, Chairman

ATTEST:

Emilio Abeyta, Board Secretary

APPROVED AS TO FORM:

Matthew Wade,
General Counsel- LP&L

City of Lubbock
Board and Commision Recruiting Database
Updated: 11/28/2012

Sorted: By Preference

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

West Texas Municipal Power Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0501		Bounds	Jack	M	A	C	60+	Investments	Jack Bounds Investmen	2
0511		Campbell	Jesse	M	A	C	40-49	Account Executive Service	Johnson Controls, Inc	4
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
Second Preference:										
Third Preference:										
0810		Vaughn	Zane	M	A		18-29	Attorney	McCleskey, Harriger, Br	5
Fourth Preference:										
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
Fifth Preference:										
1204		Putnam	Russell	M	A		60+	Business Consultant	Southwest Financial Gro	
Sixth Preference:										

Committee #55 West Texas Municipal Power Board

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

	Confidential	Home	Business		Reappt Elig.
				Curr: 1/27/2011 - 12/1/2012	*Y*
Robertson		*2602 Newcomb Street*		*2nd:* -	
Mr. Glen		*Lubbock TX 79424*		*1st:* -	
		(806) 744-5586	*(806) 765-8233*	*Fax:*	
		CEL			
E-mail					

			LP&L	*Curr:* 12/1/2011 - 12/1/2013	*Y*
Zheng	Y	*5003 Amherst*		*2nd:* 12/1/2009 - 12/1/2011	
Mr. Gary		*Lubbock TX 79416*		*1st:* 12/1/2007 - 12/1/2009	
	Y	*(806) 785-1546*	*(806) 775-2500*	*Fax:* *(806) 775-3112*	
		(806) 789-1091 CEL			
E-mail		*gzheng@mail.ci.lubbock.tx.us*			

Chair/Pres:	**Staff Liaison:**
Vice Chair/V.P.:	**Term:** 2 Years
Sec./Treasurer:	**Ex-Officio Mbr.:**

Legal Entity; no limit to number of reappointments

**** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *** *Last Update:* 11/28/2012

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

Meeting Date: 12/06/2012

Submitted By: Jennifer Clements, City Secretary

Information

Summary

Invocation by Dr. Jerry Joplin, Senior Pastor at Bacon Heights Baptist Church.

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 23, 2012
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 23rd of October, 2012, at 1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas at 2:00 p.m.

2:00 P.M. CITY COUNCIL CONVENED
1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas

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

Absent: Council Member Latrelle Joy; Council Member Floyd Price

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

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

- *1.1; 2.1-2.7; Executive Session*
- *Item 2.8 was deleted.*

1. MINUTES

1. 1. Approval of the minutes of the September 18, 2012 Electric Utility Board Meeting.

Motion by Marc McDougal, seconded by Carroll McDonald, to approve the minutes of the September 18, 2012 Electric Utility Board Meeting with noted corrections to the attendee list marking Sam Medina as absent and Council Member Latrelle Joy as present.

Vote: 7 - 0 Motion carried by the Board.

2. REGULAR AGENDA

2. 1. Presentation and special recognition of LP&L meter reader, Chuck Barron, for extraordinary services performed on September 27, 2012.

Mike Davis, Chairman of EUB; and Mayor Glen Robertson presented a plaque to Chuck Barron, LP&L Meter Reader, for helping a stranded citizen to safety on September 27, 2012.

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

Damian Pantoya, Financial Director, Electric Utilities; Pam Moon, Director of Finance; Lee Ann Dumbauld, City Manager; Dale Stephens, Director of Transmission and Distribution for LP&L; and Gary Zheng, Chief Executive Officer for LP&L; and James Gilmore, Production Superintendent, gave comments and answered questions from the Board.

2. 3. Discuss and deliberate advanced metering and meter reading technologies, services, and related business practices.

Dale Stephens, Director of Transmission and Distribution for LP&L, gave comments and answered questions from the Board.

2. 4. Discuss and deliberate Lubbock Power & Light's five year transmission and distribution capital project infrastructure improvement plan (to the extent not security-sensitive).

Gary Zheng, Chief Executive Officer for LP&L; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from the Board.

2. 5. Discuss and deliberate customer service and business center procedures, policies, billing procedures, staffing and performance.

Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board.

2. 6. Discuss and deliberate electric transmission and distribution system performance, operations, staffing levels and related policies, projects and work management including information related to system reliability and continuity of service (to the extent not security-sensitive).

Dale Stephens, Director of Transmission and Distribution for LP&L; and Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board.

2. 7. Discuss and the Board will take action on establishing a strategy and planning committee and a financial committee, accepting nominations of Electric Utility Board members to serve on these committees and making the respective appointments.

Mike Davis, Chairman of EUB, gave comments and answered questions from the Board. Motion by Marc McDougal, seconded by George Carpenter, to appoint Clayton Isom, Robert Musselman, Marc McDougal, and Emilio Abeyta to the Strategy and Planning Committee; and appoint Mike Davis, Gail Kring, George Carpenter, and Carroll McDonald to the Finance Committee.

Vote: 7 - 0 Motion carried by the Board.

2. 8. Discuss and the Board will take action on recommendations for appointments to the Electric Utility Board pursuant to Section 2.03.415(e) of the Code of Ordinances of the City of Lubbock, Chapter 2, Division 12.

*** This item was deleted.**

3. EXECUTIVE SESSION

The meeting was called into a closed public session at 3:40 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into public session at 4:20 p.m.

3. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:

3. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling and related agreements including the following:

a. Discuss and the Board will take action and award an agreement for Critical Business gas turbine inspection services.

b. Discuss and the Board will take action and award an engineering services agreement for boiler mapping and analysis.

3. 1. 2. Discuss and deliberate agreements, proposals and strategies related to plans, studies, proposals and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

3. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.

3. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.072 to deliberate the purchase, exchange, lease or value of real property with regard to distribution and transmission facilities of Lubbock Power & Light.

3. 3. Hold an executive session in accordance with V.T.C.A. Government Code, §551.074 (a)(1) to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (Chief Executive Officer/Director of Electric Utilities, General Counsel, Electric Utility Board).

3. 4. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock; regulatory matters).

4:20 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

This item was not addressed by EUB with a quorum of City Council Members present.

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
November 8, 2012
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 8th of November, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

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

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

- *Executive Session; 2.1-2.6; Citizen Comments (3.1-3.3); Sign-ups (3.4); 4.1; 5.4-5.9; 5.11-5.23; 5.25-5.33; 5.1; 5.3; 5.10; 5.24; 5.34; 6.3-6.10; and 7.1-7.2.*
- *Items 5.2; and 6.1-6.2 were deleted.*

1. Executive Session

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

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Electric Utility Board.

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

1. 2. 1. Application by City of Lubbock for Amendment to Water Use Permit No. 3985A, SOAH Docket No. 582-11-3522, TCEQ Docket No. 2010-0837-WR.

1. 2. 2. City of Lubbock Water Rights Permit, TCEQ Permit 5921.

1. 2. 3. Lake Alan Henry Water Rights Permit, TCEQ Permit 4146.

1. 2. 4. In the Matter of the City of Lubbock; Permit No. WQ0010353002 RN101609949, before the Texas Commission on Environmental Quality, Docket No. 2012-1903-MWD-E.

1. 2. 5. Civil Action No. 5-12-CV-158-C, Ras Lynn Thompson v. William Clayton Trotter, et. al in the United States District Court, Northern District of Texas, Lubbock Division.

1. 2. 6. Robert E. Campbell, Maria-Joaquina Womack and Aurora Joy Campbell-Ortega v. Clinton Lewis and Jeffery Steven Simpson, Both in their individual and official Capacities as Police Officers for the City of Lubbock, Texas, and City of Lubbock. Civil No. 5:11-CV-00116-C; United States District Court, Northern District of Texas, Lubbock Division.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. Presiding Judge of the Municipal Court

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

1. 4. 1. Mineral interests in connection with the land upon which the South Water Treatment Plant is located (5114 East FM1585).

1. 4. 2. Discussion of potential transfer of City owned property generally situated north of the Mahon Library and east of the Lubbock Memorial Civic Center, which is more specifically described as portions of lots two and three of block two of the Memorial Center Addition to the City of Lubbock, Texas.

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

2. Proclamations and Presentations

2. 1. Invocation by Minister Tyrone Dubose, Manhattan Heights Church.

Minister Tyrone Dubose, Manhattan Heights Church, led the invocation.

2. 2. Pledges of Allegiance.

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

2. 3. Presentation of special recognitions honoring the Veterans who attended the Washington, D.C. Honor Flight.

Mayor Glen C. Robertson presented a special recognition honoring the Veterans who attended the Washington, D.C. Honor Flight. Veterans, spouses, and volunteers of the trip appeared to accept the recognition. Jan Davis gave thanks to the Mayor for his help on the trip and his continued support.

2. 4. Presentation of a special recognition designating November 10, 2012, as Cannon Air Force Day in Lubbock, honoring the men and women stationed at Cannon Air Force Base.

Mayor Glen C. Robertson along with Council Member Jim Gerlt presented a special recognition designating November 10, 2012, as Cannon Air Force Day in Lubbock. Accepting the recognition were: Danny Koch, Chairman of Committee for Champions; Gerald Meyers, Texas Tech University Athletic Director Emeritus; Steve Uryasz, Texas Tech Senior Associate Athletics Director - External Operations & Development; and Dr. Heather West, Committee for Champions Member. Mr. Koch spoke about the importance of Cannon Air Force Day for the Pilots as well as for the Lubbock community.

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

Mayor Glen C. Robertson along with Council Member Todd R. Klein, presented special recognition for Spina Bifida Awareness. Jayla Ward accepted the recognition and gave comments on Spina Bifida.

2. 6. Presentation of a special recognition to Lee Ann Dumbauld, City Manager, as the recipient of the Certificate of Achievement for Excellence in Financial Reporting.

Mayor Glen C. Robertson presented a special recognition to Lee Ann Dumbauld, City Manager, as the recipient of the Certificate of Achievement for Excellence in Financial Reporting. Pam Moon, Director of Finance, gave comments and introduced staff in attendance including: Brack Bullock, Accounting Supervisor; Linda Cuellar, Accounting Supervisor; Deborah Hansard, Senior Accountant; Zane Graham, Grant Accountant; and Nitra Barnes, Citibus Accounting Manager. Ms. Dumbauld gave thanks to Pam Moon for her 7 years of service to the City.

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

3. 1. Gretchen Scott will appear before the City Council to discuss the proposed 50th Street site for the Godeke Library.

Gretchen Scott appeared before Council to speak in opposition to the proposed 50th Street site for the Godeke Library.

3. 2. Lynne Strickland will appear before the City Council to discuss the proposed 50th Street site for the Godeke Library.

Lynne Strickland appeared before Council to speak in opposition to the proposed 50th Street site for the Godeke Library.

3. 3. John Wilkerson will appear before City Council to discuss executive and administrative staff of the City.

John Wilkerson appeared before Council to speak in opposition to additional City Council Staff.

3. 4. **Sign-ups:**

- Debbie Bartholomew appeared before Council to discuss issues regarding her deceased mother.
- Tim Winders, Heidi Thompson, and LeEarl Bryant appeared before Council to speak in opposition of the proposed 50th Street site for Godeke Library.
- Amanda Cargile and Lee Gunn appeared before Council to speak in opposition of the proposed 50th Street site for Godeke Library and to speak in favor of banning texting while driving.
- Armando Gonzales and Naida Gonzales appeared before Council to speak in favor of the proposed location of a Dollar General Store at 4011 East 4th Street.
- Larry Morgan appeared before Council to speak in favor of banning texting while driving.
- Victor Robertson appeared before Council to give thanks for the response to crime in his neighborhood.
- Maurice Stanley appeared before Council to discuss various budget issues.
- Burley Owen appeared before Council to discuss the budget and administrative staff to the City.

4. **Minutes**

4. 1. September 18, 2012 Special City Council Meeting (EUB)
September 26, 2012 Special City Council Meeting (LWAC)
October 11, 2012 Regular City Council Meeting
October 18, 2012 Special City Council Meeting (Imagine Lubbock Together)

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve the September 18, 2012 Special City Council (EUB) minutes; the September 26, 2012 Special City Council (LWAC) minutes; the October 11, 2012 Regular City Council minutes; and the October 18, 2012 Special City Council (Imagine Lubbock Together) minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve items 5.4-5.9; 5.11-5.23; and 5.25-5.33.

Vote: 7 - 0 Motion carried

5. 1. **Resolution - Finance** : Resolution No. 2012-R0439 authorizing refunding of Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2005 (conjunctive use groundwater supply project.)

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0439.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 2. **Resolution - Finance** : Consider a resolution authorizing the City Manager to cause publication of the public hearing on the proposed designation of a Reinvestment Zone and to deliver the Notice of Intent.

This item was deleted.

5. 3. **Budget Ordinance Amendment 1st Reading – Finance:** Ordinance No. 2012-O0127, Amendment 9, amending the Adopted FY 2012-13 Budget respecting the General Fund, Fund 100, and respecting the Donations Fund, Fund 148.

Mike Kemp, Fire Chief; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0127.

Vote: 7 - 0 Motion carried

5. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance 2012-O0121, Amendment 5, amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funding from the South Plains Association of Governments (SPAG) for the 2012-13 Regional Solid Waste Grants Program; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Teaching Kids to Be Street Smart Grant.

5. 4. 1. **Resolution - Solid Waste** : Resolution No. 2012-R0415 authorizing the Mayor to execute Contract 11031 and all related documents with South Plains Association of Governments (SPAG) related to the FY 2012-13 Solid Waste Implementation Project and Contract 582-12-10162.

5. 4. 2. **Resolution - Parks and Recreation** : Resolution No. 2012-R0416 authorizing the Mayor to execute contract 10997 an agreement with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program "Teaching Kids to Be Street Smart" grant for bicycle, car, pedestrian and other safety related programs at Safety City.

5. 5. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance 2012-O0126, Amendment 6, amending the Adopted FY 2012-13 Budget respecting the Capital Program to amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84.

5. 6. **Contract Amendment Resolution – Public Works Engineering** : Resolution No. 2012-R0417 approving the Downtown Public Improvements Design Standards for the property included in the Central Business District Tax Increment Financing Reinvestment Zone.

5. 7. **Contract Amendment Resolution – Public Works Engineering** : Resolution No. 2012-R0418 for support of the nomination of north University Avenue from U.S. 82 (Marsha Sharp Freeway) to U.S. 84 (Clovis Highway) for the Texas Department of Transportation's Transportation Enhancement Program and authorizing the Mayor to sign any supporting documentation for the nomination package.

5. 8. **Contract Resolution - Public Works Engineering:** Resolution No. 2012-R0419 authorizing the Mayor to execute unit price Contract 10841 with Advanced Communications USA, Inc., for the construction of new 6 inch and 8 inch water mains and abandonment of existing 2 inch water mains in central Lubbock, Bid 12-10841-CI.

5. 9. **Contract Resolution - Public Works Engineering:** Resolution No. 2012-R0420 authorizing the Mayor to execute unit price Contract 10872 with West Texas Paving, Inc., for the construction of site improvements for the Sanitary Sewer Lift Station No. 54, BID 12-10872-DG.

5. 10. **Contract Resolution - Public Works Engineering:** Resolution No. 2012-R0440 authorizing the Mayor to execute Professional Services Contract 10505 with Freese and Nichols, Inc., for preliminary design of the Lake Alan Henry intake structure.

Marsha Reed, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0440.

Vote: 7 - 0 Motion carried

5. 11. **Contract Resolution – Water Resources:** Resolution No. 2012-R0421 authorizing the Mayor to amend Contract 9513 with Hardin & Associates Consulting, LLC, to continue to provide consulting and inspection services related to the backflow prevention and cross-connection control program.

5. 12. **Contract Resolution - Traffic Engineering:** Resolution No. 2012-R0422 authorizing the Mayor to execute Contract 10452, Supplemental Agreement No. 7, to an interlocal agreement with the Texas Department of Transportation (TxDOT) for the operations and maintenance of traffic signals.

5. 13. **Ordinance Amendment 2nd Reading - Public Works Traffic Engineering** : Ordinance 2012-O0122 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

5. 14. **Lease Agreement Resolution - Right-of-Way** : Resolution No. 2012-R0423 authorizing the Mayor to execute a parking lot lease with Cast Iron Grill, for the use of a City parking lot, at 1801 Crickets Avenue.

5. 15. **Resolution - Lubbock Metropolitan Planning Organization** : Resolution No. 2012-R0424 authorizing the Mayor to sign a Memorandum of Understanding between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) regarding roles and responsibilities of the parties with regard to developing transportation plans and programs for the Lubbock Urbanized Area.

5. 16. **Resolution - Lubbock Metropolitan Planning Organization** : Resolution No. 2012-R0425 authorizing the Mayor to sign a Memorandum of Agreement between the City of Lubbock, Lubbock Metropolitan Planning Organization (LMPO), and the Texas Department of Transportation (TxDOT) regarding roles and responsibilities of the parties with regard to carrying out the metropolitan planning process for public transportation within the Lubbock Metropolitan Planning Area.

5. 17. **Contract Resolution - Fleet:** Resolution No. 2012-R0426 authorizing the Mayor to execute purchase order Contract 31012401 with Kinloch Equipment and Supply, Inc., for a street sweeper for the Storm Water Street Cleaning Department.

5. 18. **Contract Resolution - Fleet:** Resolution No. 2012-R0427 authorizing the Mayor to execute purchase order contract 31012402 with Tymco for a street sweeper for the Storm Water Street Cleaning Department.

5. 19. **Contract Resolution - Fleet:** Resolution No. 2012-R0428 authorizing the Mayor to execute purchase order Contract 31012410 with Associated Supply Company, Inc. for six backhoe loaders for the Parks Maintenance, Public Works Streets, and Public Works Water Departments.

5. 20. **Contract Resolution - Fleet:** Resolution No. 2012-R0429 authorizing the Mayor to execute purchase order Contract 31012603 with Scoggin-Dickey Chevrolet-Buick for fifty-one (51) Sport Utility Police Pursuit Vehicles for Police Patrol, BID 13-10970-RH.

5. 21. **Contract Resolution - Fleet:** Resolution No. 2012-R0430 authorizing the Mayor to execute purchase order Contract 31012598 with John Wright Associates, Inc., for the purchase of rear view mirror radars for 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.

5. 22. **Contract Resolution - Fleet:** Resolution No. 2012-R0431 authorizing the Mayor to execute purchase order Contract 31012618 with Digital Safety Technologies for the purchase of Patrol digital video recorders (DVR's) for the 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.

5. 23. **Contract Resolution - Fleet:** Resolution No. 2012-R0432 authorizing the Mayor to execute purchase order Contract 31012605 with Siddons Martin Emergency Group for headlight and tail light flashers, gun racks, and light bars for the 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.

5. 24. **Contract Resolution - Health Department:** Resolution No. 2012-R0441 authorizing the Mayor to execute a lump sum price contract 10833 with L. Howard Construction, Inc. for the relocation of a 475 kW Kohler generator from 1902 Texas Ave. to the Reese Technology Center, Building 555, 1207 Gilbert Drive, and to re-commission the generator, BID 12-10833-CI.

Scott Snider, Assistant City Manager; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0441.

Vote: 7 - 0 Motion carried

5. 25. **Contract Resolution - Facilities** : Resolution No. 2012-R0433 authorizing the Mayor to execute Job Order Contract 13-10937-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the Municipal Square North Parking Lot Construction.

5. 26. **Contract Resolution - Facilities** : Resolution No. 2012-R0434 authorizing the Mayor to execute Job Order Contract 13-10939-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the Police Department Sally Port Roll Up Door Replacement.

5. 27. **Contract Resolution - Radio Shop:** Resolution No. 2012-R0435 authorizing the Mayor to execute Contract 11014 with Dailey Wells Communications, Inc. for annual pricing of radio parts, equipment, and programming licenses.

5. 28. **Resolution - Benefits** : Resolution No. 2012-R0436 authorizing the City Manager to approve purchase to specific stop loss insurance coverage from HM Life Insurance Company for the City's health program.

5. 29. **Resoltuion - Benefits** : Resolution No. 2012-R0437 authorizing the City Manager to purchase transplant insurance coverage from AIG Benefit Solutions.

5. 30. **Resolution - Planning** : Resolution No. 2012-R0438 authorizing the Mayor to execute a renewal of the Certification Agreement between the Texas Historical Commission and the City of Lubbock for participation in the Certified Local Government Program.

5. 31. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0123, Zone Case 3126-A: request of Hugo Reed and Associates, on behalf of Prestwick, LLC, for a zoning change from GO and T to IHI on 8.3 acres of unplatted land, out of Block AK, Section 20, approximately the 6100 Block of 130th Street.

5. 32. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0124, Zone Case 2104-I: request of JDMA (for Rick's Tire Warehouse) for a zoning change from C-2 to C-3 for a tire and wheel shop on Lots D-3 through D-5, Woodland Park Addition, 7819 Slide Road.

5. 33. **Ordinance 2nd Reading - Planning** : Ordinance 2012-O0125, Zone Case 3081-A: request of Zach Sawyer, on behalf of Clayton Isom, for a zoning change from GO to A-2 Specific Use for apartments on Lots 1 and 2, Block 120, Overton Addition, 1801 Main Street.

5. 34. **Contract Resolution - Police:** Resolution No. 2012-R0442 authorizing the Mayor to execute contract 11016 with Garza County, an Interlocal Agreement and the third amendment for Lake Alan Henry Law Enforcement Services.

Roger Ellis, Police Chief, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0442.

Vote: 7 - 0 Motion carried

6. Regular Agenda

6. 1. **Continued Public Hearing 6:30 p.m. - Planning** : Zone Case 3189 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 for a Dollar General store on Lot 1, Block 1, Morning View Addition, 4011 East 4th Street, and to consider an ordinance.

This item was deleted.

6. 2. **Continued Public Hearing 6:30 p.m. - Planning** : Zone Case 3191 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 Specific Use for a Dollar General store on Lot 2, Block 1, Morning View Addition, 4011 East 4th Street, and consider an ordinance.

This item was deleted.

6. 3. **Public Hearing 6:30 p.m. - Planning** : Ordinance No. 2012-O0128, Zone Case 3192: request of Michael Diaz for a zoning change from C-2 & C-3 to C-4 limited to a tattoo studio and all C-2 permitted uses on Lot 9 and the west 48.5 feet of Lot 8, Block 1, Highland Place Addition (4025 34th Street) and consider an ordinance.

Mayor Robertson opened the public hearing at 8:34 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:34 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0128.

Vote: 7 - 0 Motion carried

6. 4. **Budget Ordinance Amendment 1st Reading - Mayor** : Consider Budget Ordinance Amendment 7 amending the Adopted FY 2012-13 Budget respecting the General Fund by eliminating one position from City Council Office.

This item failed.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve item 6.4.

Vote: 3 - 4 Failed

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Todd R. Klein
Council Member Floyd Price

6. 5. **Ordinance Amendment 1st Reading- City Secretary** : Ordinance No. 2012-O0129 amending Chapter 2 of the Code of Ordinances of the City of Lubbock, Texas, with regard to duties of the City Secretary of the City of Lubbock; providing a savings clause; and providing for publication.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0129.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

6. 6. **Budget Ordinance Amendment 1st Reading – City Council** : Ordinance No. 2012-O0130, Amendment 8, amending the Adopted FY 2012-13 Budget respecting the General Fund by transferring three positions from City Council Office to City Secretary's Office; amending the payroll and benefits in the City Council Office; and amending the payroll and benefits in the City Secretary's Office.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0130.

Vote: 5 - 2 Motion carried

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

6. 7. **Deputy Staff Pay Raise - City Secretary** : Consider and take action on the City Secretary's request concerning a pay raise, pay grade, and beginning date of the raise for the Deputy City Secretary pursuant to Ordinance No. 2012-O0118.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve item 6.7 as per briefing and discussion in Executive Session on October 25, 2012, to reclassify the Deputy City Secretary position to Grade 623 and increase Thomas Harris' salary to $81,101.28 effective May 19, 2012.

Vote: 5 - 2 Motion carried

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

6. 8. **Resolution - City Manager** : Resolution No. 2012-R0444 authorizing the Mayor to transfer the property located north of the Mahon Library and east of the Lubbock Memorial Civic Center, which is more specifically described as portions of lots two and three of block two of the Memorial Center Addition to the City of Lubbock, Texas to Ballet Lubbock.

Nicholas Dragga, Executive Director of Ballet Lubbock, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0444.

Vote: 7 - 0 Motion carried

6. 9. **Board Appointments - City Secretary** : Consider one appointment to the Appointments Advisory Board, and four appointments to the Electric Utility Board.

Appointments Advisory Board: Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to reappoint Dr. John Bowen.

Vote: 7 - 0 Motion carried

Electric Utility Board: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to postpone the appointments to the November 29, 2012 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6. 10. **Resolution - Municipal Court** : Resolution No. 2012-R0445 authorizing the Mayor to review and adjust the salary of the Presiding Judge of the Municipal Court of record annually as part of the City budget process.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0445 with the following amendments:

- to strike "for the FY 2010-11 budget year" and insert "for the FY 2012-13 budget year" and
- to instert $155,000 in Section 1.

Vote: 4 - 3 Motion carried

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

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

7. 1. Discussion of current and proposed activities and locations of City of Lubbock main and branch libraries.

City Council participated in a discussion of current and proposed activities and locations of City of Lubbock main and branch libraries. Laura Heinz, Library Board member, appeared to give information regarding library locations and spoke in opposition of the proposed 50th Street site for Godeke Library.

7. 2. Discussion and consideration of the use of wireless communication devices while operating a motor vehicle within the City limits.

City Council participated in discussion regarding the use of wireless communication devices while operating a motor vehicle within the City limits as presented by Council Member Jim Gerlt.

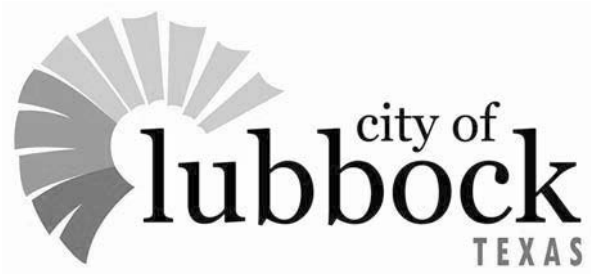
10:08 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


city of
lubbock
TEXAS

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

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution – Finance: Consider a resolution expressing intent to finance expenditures to be incurred for projects approved by the City Council in the FY 2012-13 Operating Budget Amendment, Ordinance No. 2012-00120, and to reimburse itself from the proceeds of obligations that will be issued in a subsequent period.

Item Summary

The City will issue bonds during FY 2012-13 to fund projects the City Council approved in the FY 2012-13 Capital Program. To allow capital projects to be completed within prescribed timeframes, design, engineering, and construction costs may be incurred prior to delivery of bond proceeds. For the costs to be eligible for reimbursement with bond proceeds, the City must declare its intent to reimburse bond-funded costs that are incurred prior to the bond issuance.

The reimbursement resolution for all other FY 2012-13 bond-funded projects was approved by City Council on September 27, 2012,
and will be used for LP&L capital projects.

Fiscal Impact

The total cost of these projects, funded by certificates of obligation, is $14,250,000.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution - Reimbursement

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

WHEREAS, the City of Lubbock, Texas (the "Issuer") is a political subdivision of the State of Texas authorized to finance its activities by issuing debt obligations, the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Obligations");

WHEREAS, the Issuer will make, or has made not more than 60 days prior to the date hereof, payments for capital expenditures with respect to the acquisition, construction, reconstruction or renovation of the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer has concluded that it does not currently desire to issue Obligations to finance costs associated with the projects listed on Exhibit A attached hereto;

WHEREAS, the Issuer desires to reimburse itself for capital expenditures associated with the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof; and

WHEREAS, the Issuer reasonably expects to issue Obligations to reimburse itself for the costs associated with the projects listed on Exhibit A attached hereto.

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for capital expenditures that have been or will be paid subsequent to the date that is 60 days prior to the date hereof, but not more than 18 months after the date hereof, and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the projects listed on Exhibit A attached hereto from the proceeds of Obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for the costs associated with the property listed on Exhibit A attached hereto will not exceed $14,250,000.

ADOPTED THIS _____ day of _____, 2012, by the City Council of the City of Lubbock, TX.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

_____
Jerry V. Kyle, Jr.
Bond Counsel

EXHIBIT A

	Cost Estimate
LUBBOCK POWER AND LIGHT	
230 kV Transmission Loop	$ 12,750,000
Substation Breaker Replacements	1,500,000
TOTAL	$ 14,250,000

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

Meeting Date: 12/06/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2012-O0136 Amendment 10 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funds from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; respecting the Criminal Investigation Special Revenue Fund, fund 142.

Item Summary

On November 29, 2012, the City Council approved the first reading of the ordinance.

Accept and appropriate $19,873 from the LECD for the PSAP Grant, transfer a local match of $2,208 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $2,208 to cover the transfer. PSAP grant funds will be used for workplace environment enhancements to the Police Communications Center.

Accept and appropriate $123,804 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate $78,327 of program revenue, for a total program budget of $202,131.

The City has contracted with SPAG for the AAA Direct Purchase of Services Program Grant for the past 33 years to provide services for senior citizens through the City's five senior program sites. The City's Senior Program targets any citizen 60 years of age or older to provide a hot meal, transportation, and recreational and social activities.

The FY 2012-13 vendor agreement with SPAG provides reimbursement for meals and transportation service units. Meals are currently supplied by the South Plains Food Bank at a cost of $4 per meal. Staff anticipates serving approximately 37,000 meals and approximately 5,600 units of transportation. The grant will reimburse approximately 14,430 eligible meal units at $6.95 per unit for a total of $100,289. The grant will also reimburse approximately 3,248 eligible transportation units at $7.24 for a total of $23,516. The grant totals $123,804.

Monetary donations are accepted from those individuals who utilize meal and transportation services. The recommended donation is $3 per meal for those 60 years of age and over. Those under age 60 are required to pay $5 per meal. The recommended donation for transportation is $1 per one-way trip. The estimated program revenues for FY 2012-13 total $52,425. In addition to that amount, the program will need to utilize $25,902 of program revenues that were earned in prior years. The total amount of program revenues needed for FY 2012-13 is $78,327.

Amend the Criminal Investigation Special Revenue Fund by appropriating $750,000 available fund balance 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.

Fiscal Impact
Included in Item Summary.

Staff/Board Recommending
Cheryl Brock, Budget Director

Attachments

Budget Amendment 10
Grant Detail Sheet - Police PSAP
Budget Detail - SPAG

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDS FROM THE LUBBOCK EMERGENCY COMMUNICATION DISTRICT (LECD) FOR THE PUBLIC SAFETY ANSWERING POINTS (PSAP) GRANT, TRANSFER FUNDS FROM THE GENERAL FUND TO THE GRANT FUND FOR MATCHING FUNDS, AND REDUCE THE POLICE DEPARTMENT OPERATING BUDGET ACCORDINGLY; ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (TDADS) PASS-THROUGH FEDERAL FUNDS FROM THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) FOR THE AREA AGENCY ON AGING (AAA) – DIRECT PURCHASE OF SERVICES GRANT; RESPECTING THE CRIMINAL INVESTIGATION SPECIAL REVENUE FUND, FUND 142; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2012-13 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #10) for municipal purposes, as follows:

I. Accept and appropriate $19,873 from the LECD for the PSAP Grant, transfer a local match of $2,208 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by $2,208.

II. Accept and appropriate $123,804 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate $78,327 of program revenue, for a total program budget of $202,131.

III. Appropriate $750,000 for the Criminal Investigation Special Revenue Fund.

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
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
November 29, 2012

Administrative Information:

City Assigned Grant Number:	
Grant Name:	Public Safety Answering Points
Grant Effective Date:	10/1/2012-09/30/2013
Grant Provider/Agency:	Lubbock Emergency Communication District
Grant Award Amount	$ 19,873
Amount City Grant Match Transfer:	2,208
Funding Source of Grant Match:	5717.9111

Budget Information:

Project Detail	**Cost**
Supplies	$ 22,081

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
November 29, 2012

Administrative Information:

City Assigned Grant Number:	
Grant Name:	Area Agency on Aging - Direct Purchase of Services
Grant Effective Date:	10/01/2012-09/30/2013
Grant Provider/Agency:	South Plains Association of Governments
Grant Award Amount:	$ 123,804
Program Income:	63,092
In-Kind City Grant Match:	15,235

Personnel Information:

# of part-time positions funded w/grant	4

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
PT Transportation Aide	$ 10,920	835	11,755	0
PT Transportation Aide	10,920	835	11,755	0
PT Assistant Center Supervisor	10,270	786	6,634	4,422
PT Assistant Center Supervisor	10,270	786	6,634	4,422
Total	$ 42,380	3,242	36,778	8,844

Budget Information:

Project Detail	**Cost**
Compensation	$ 36,778
Professional Services (Meals from Vendor)	165,353
Total Project Amount	$ 202,131

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

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - Lubbock Emergency Communication District: Consider a resolution authorizing the Mayor to execute contract 11080 with the Lubbock Emergency Communications District for a Public Safety Answering Points (PSAP) Grant from the FY 2012-13 funding program.

Item Summary

The Lubbock Police Communications Center was awarded a grant from the Lubbock Emergency Communications District in the amount $19,873. The grant funding is for the purchase of console upgrades, monitors and chairs. The grant includes a 10% matching requirement. The grant period is from October 11, 2012, until September 30, 2013. The Lubbock Emergency Communication District will reimburse $19,873 to the City of Lubbock after all invoices have been paid.

Fiscal Impact

The total purchase will be for $22,081, with the City's match of $2,208. The amount of $2,208 is appropriated in the adopted FY 2012-13 Police Department Operating Budget for this purpose.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Contract - PSAP Grant

PD Console Picture

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby accept the Lubbock Emergency Communication District Public Safety Answering Points Grant in the amount of $19,872.52 on behalf of the City of Lubbock, from the Lubbock Emergency Communication District. Said Grant documents are 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:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Grant-Emergency Communication
October 31, 2012

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

8200 Nashville Ave., Suite A200 • Lubbock, TX 79423-1909
806.747.6911 • fax 806.747.5803 • www.lubbock911.org

October 24, 2012

Chief Roger Ellis
Lubbock Police Department
P. O. Box 2000
Lubbock, TX 79457-2000

Dear Chief Ellis:

On Wednesday, October 10, 2012, the LECD Board of Managers considered all PSAP Grant requests for the fiscal year 2012/2013 budget.

After discussion and consideration, the Board of Managers approved a grant for the Lubbock Police Department in the amount of $19,872.52 for console upgrades, monitors and chairs. This represents the $22,080.58 that was requested for the items, minus the 10% agency matching.

The grant period is from October 11, 2012 until September 30, 2013. We do request that all purchases and/or project work be completed and the associated documentation be submitted to our office no later than September 15, 2013.

Again, this is a reimbursable grant. Your agency must expend the funds and provide documentation to the District that the items have been purchased and/or work has been completed and all invoices paid. Also the items purchased or work completed must match the grant request.

Congratulations on the approval of your grant. The District is happy to assist our PSAP agencies in providing the best possible 9-1-1 Service to the public we serve.

Sincerely,

Michael H. Grossie, ENP
Executive Director

Cc: Communications Manager Christy Hennsley

"...to provide the best possible, trouble free 9-1-1 network for the citizens we serve..."

City of Lubbock, TX
Department of Finance
Grant Information Form

Grant Title: *PSAP Reimbursable Grant Program FY 20012-13*

Department: *Lubbock Police Communications Center*

Department contact: *Christy Hennsley, Manager*

Phone #: *775-2991* Email: *CHennsley@mylubbock.us*

Granting agency: *Lubbock Emergency Communication District*

Phone #: *747-6911*

Catalog of Federal Domestic Assistance (CFDA) #: *N/A*

Grant Contract # assigned by granting agency: *N/A*

Application deadline: *5:00 P.M., September 21, 2012*

Did funds originate with federal gov't? [ ] Yes [x] No

Grant application package included? [x] Yes [ ] No

Grant application summary provided? [x] Yes [ ] No

Cash match? [x] Yes [ ] No Amount: $ *2,208.06*

Page # from application: *2*

Grant amount (not including match): $ *22,080.58* ✓dw

# of FTE's: *42* # of PTE's: *1*

Grant period: *October 1, 2012 - September 30, 2013*

Cash match account number: *5717.9111*

JDE revenue code:

How does this grant align with City Council priorities? *Emergency Telecommunicators sit for extended periods of time, which can trigger problematic stressors. Comfortable, functioning chairs are a necessity when operating a 24/7 Communications Center. Temperature control within the Communications Center is hard to maintain on an individual basis; fans and heaters will help to regulate this. Stress will be reduced and customer service will be enhanced. Replacement of four (4) existing flat panel LCD monitors that were purchased under the 2008-2009 PSAP grant. These monitors serve several purposes such as for viewing the multiple traffic cameras stratigically placed along Loop 289, Marsha Sharp and IH27; maps and screen shots associated with the CAD software.*

How will the grant program's effectiveness be measured? What measures will be used?

Is this a new grant program or an enhancement to an existing program? [ ] New [x] Enhancement

Are there any additional requirements that are associated with receiving the grant? [ ] Yes [x] No
If yes, what are the additional requirements?

Will the City pass grant funds to sub-recipients? [ ] Yes [x] No

Is there construction costs associated with the grant? [ ] Yes [x] No

Can indirect costs be funded in the grant? [ ] Yes [x] No

Does accepting the grant result in the redirection of some operating costs? [x] Yes [ ] No
If yes, how much? $2,208.06

Approved By:

Christy Hennsley 8-24-12
Grant Program Manager Date

James W. Shamus 8/28/12
Assistant City Manager Date

Chief Financial Officer or City Manager 8-28-12 Date

Attachments? [x] Yes [ ] No Number of pages: 13

Lubbock Emergency Communication District
PSAP Grant Funding Program FY 2012-2013

In the past, the Lubbock Emergency Communication District has provided funding for technology upgrades and enhancements, training, and workplace environment enhancements to the PSAPs within the District.

The Grant Funding program for FY 2012-2013 is a reimbursable one. The agency accepting the grant must first expend the funds and then provide documentation to the District of the expenditures. Arrangements can be made for a timely reimbursement if necessary. Agencies must match a minimum of 10% of the cost of the project. A maximum of $50,000 can be awarded to an individual agency.

The project for which the grant funds are awarded must be completed within the District's fiscal year. The District fiscal year is October 1, 2012 to September 30, 2013. Projects that cannot be completed in that timeframe will not receive grant funds.

Grant funds are to be used for the receipt, tracking, recording or documentation of 9-1-1 calls. The two exceptions are for dispatcher/call-taker training and enhancements to the dispatch environment. The Grant funding program shall not be used to purchase "odds and ends" or for the purchase of radios or radio (dispatch) consoles and the like.

All projects must have a positive impact on the receipt, tracking, recording or documentation of 9-1-1 calls. All projects must show benefit to the citizens, dispatchers and/or first responders.

Funds may be used for: *(not exclusive)*

- Dispatch console furniture.
- Dispatch console task lighting.
- Dispatch Chairs.
- New or upgrades to software designed to assist the dispatcher in locating, recording, tracking and documenting 9-1-1 calls.
- Relocation of 9-1-1 "center" to another location inside or outside of existing facility.
- Training, tuition, and travel expenses above and beyond what is normally provided by the District or agency.
- New or upgrades to software designed to assist the dispatcher in "triaging" of 9-1-1 calls and quality assurance reviews of 9-1-1 calls.

Funds may not be used for: *(not inclusive)*

- Personnel Expenses *(salary, stipend, benefits)*.
- Floor, wall or window treatments or coverings.
- Training material not directly related to the receipt of 9-1-1 calls *(motivational training is acceptable)*.
- Uniforms or clothing.
- Office Supplies or public education material.

All grants will receive final approval by the Board of Managers. Grants that contain items which, in the opinion of the Board, are outside the scope of the District's mission will not be approved. The Board's decision is final. **Submission Deadline is 5:00 P.M. Friday, September 21, 2012.** Grants will be approved at the October 10, 2012 Board meeting.

Lubbock Emergency Communication District
PSAP Grant Funding Program FY 2012-2013
This form must be used.

Project Type:	☐ Technology	☐ Training	☒ PSAP Environment

Agency Name	Lubbock Police Communications Center
Contact Person	Christy Hennsley, Manager
Phone Number	(806)775-2991
Email	CHennsley@mylubbock.us
Fax	(806)762-4912
Goal *Exactly what is to be accomplished?*	Our goal is to improve 9-1-1 services to the residents of the Lubbock Emergency Communication District by improving the work environment of the Telecommunicators.
Why *Describe why this project is necessary.*	Ergonomic chairs, console fans and heaters will provide a pleasing and comfortable environment for the Telecommunicators. Replacement monitors originally bought for 2009-2010 grant are needed to support the technology available in assisting with emergency services.
Linkage *How does this project relate to the receipt, tracking, recording, and documentation of 9-1-1 calls?*	Emergency Telecommunicators sit for extended periods of time, which can trigger problematic stressors. Comfortable, functioning chairs are a necessity when operating a 24/7 Communications Center. Temperature control within the Communications Center is hard to maintain on an individual basis, fans and heaters will help regulate this. Monitors will display live traffic stream and maps to assist in dispatching emergency calls for service.
Outcome *How will this undertaking provide better 9-1-1 call handling and services for the citizens, dispatchers, and/or first responders?*	Stress will be reduced and customer service will be enhanced.
Timeline *Describe what will happen during each month of the project; short projects may be broken down by weeks.*	Proposed start date: October 1, 2012 Proposed completion date: January 1, 2013
Budget *Provide a detailed budget with narrative that describes the budget items. Include alternate budget(s) if funding less than the amount of the request could be provided. If request is for training funds, include statement regarding available funds budgeted by agency for personnel costs, including the personnel costs of replacement*	

or "fill in" employees. If training funds request, please include where the classes are located for FY 2012-2013, if training material, please include in your narrative how you will document the use of material.	
Other Funding *Please describe other sources of funding that are available or have been requested for this project.*	
Capabilities and competencies *Please describe the capabilities and competencies of the people with oversight on this project.*	Ability to manage and organize this project from beginning to end.
Matching Funds *Please include documentation that the required matching funds are available for this project.*	If approved, we anticipate paying our matching funds from line items listed in the approved 2012-2013 budget.
Maintenance *Describe how this project will be maintained once implemented; software/hardware support, similar.*	Ergonomic chairs will be cleaned periodically and parts replaced as needed. Fans and heaters will be checked annually through an active warranty contract with Watson. Monitors will be turned off periodically to prevent screen burn.

X _____

Signature of person preparing Grant Request

Date: 8-24-12

X _____

Signature of Agency/Department Head

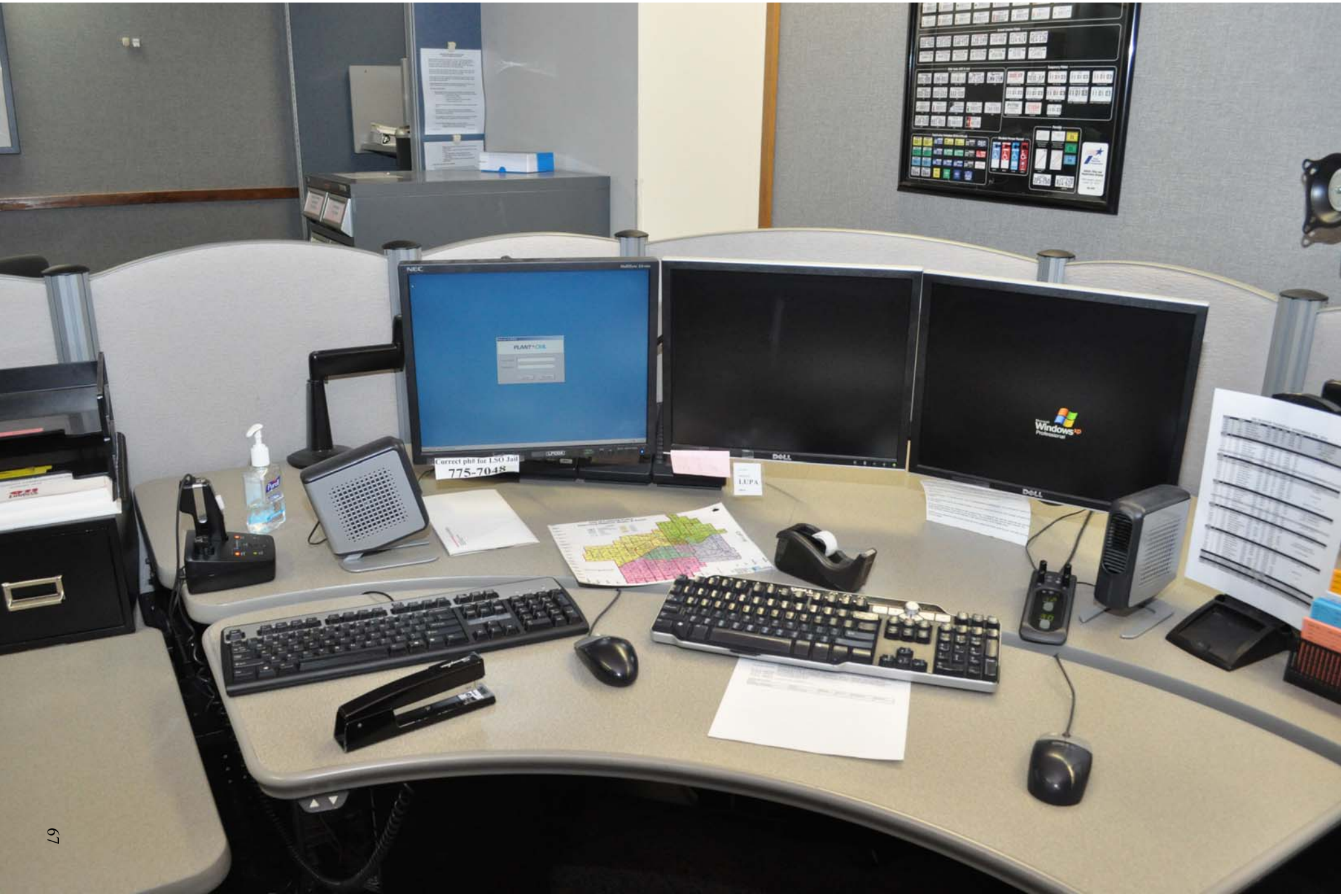
Date: 8/28/12

Received by LECD: _____

LUBBOCK EMERGENCY COMMUNICATION DISTRICT

PSAP Grant Funding Program FY 2012-2013

Detailed Budget Lubbock Police Communications Center	
Item	Cost
Ergonomic Chairs	$7,078.67
Console Fans & Heaters	$11,414.47
Monitors	$3,587.44
Total Grant Request	**$22,080.58**


Correct ph# for LSO Jail
775-7048
LUPA

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

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - Community Services: Consider a Resolution authorizing the Mayor to execute a contract 11098 and all related documents with the South Plains Association of Governments (SPAG), related to funds passed through the U.S. Department of Health and Human Services to the Texas Department on Aging and Disability Services for an Area Agency on Aging (AAA) Direct Purchase of Services Program to provide meals and transportation services for the City of Lubbock's Senior Citizens Program.

Item Summary

The City has contracted with SPAG for the AAA Direct Purchase of Services Program Grant for the past 33 years to provide services for senior citizens through the city's five senior program sites. The City's Senior Program targets any citizen 60 years of age or older to provide a hot meal, transportation, and recreational and social activities.

The FY 2012-13 vendor agreement with SPAG provides reimbursement for meals and transportation service units. Meals are currently supplied by the South Plains Food Bank at a cost of $4 per meal. Staff anticipates serving approximately 37,000 meals and approximately 5,600 units of transportation. The grant will reimburse approximately 14,430 eligible meal units at $6.95 per unit for a total of $100,288. The grant will also reimburse approximately 3,249 eligible transportation units at $7.24 for a total of $23,516. The grant totals $123,804.

Monetary donations are accepted from those individuals who utilize meal and transportation services. The recommended donation is $3 per meal for those 60 years of age and over. Those under age 60 are required to pay $5 per meal. The recommended donation for transportation is $1 per one-way trip. The estimated program revenues for FY 2012-13 total $52,425. In addition to that amount, the program will need to utilize $25,902 of program revenues that were earned in prior years. The total amount of program revenues needed for FY 2012-13 total $78,327.

The complete grant document is available in the City Secretary's office.

Fiscal Impact

This contract will provide senior citizens with approximately $202,131 of meal service, transportation and administrative costs. The required match for the contract is $15,235. Of this, $5,416 will be from Program Volunteers In-Kind match, and $9,819, from the City's contribution of full-time, budgeted, salaried personnel costs.

Staff/Board Recommending

Scott Snider, Assistant City Manager of Community Services

Attachments

Resolution - SPAG

SPAG Grant Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract with the South Plains Association of Governments (SPAG) for funds passed through the U.S. Department of Health and Human Services to the Texas Department of Aging and Disability Services for an Area Agency on Aging Direct Purchase of Services Program grant and any associated 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 this on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Truesdell, Community Services Director

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

Res.SPAG 12-13
11.12.12

SPAG
South Plains Association of Governments

The South Plains Association of Governments Area Agency on Aging
Direct Purchase of Service
Fiscal Year 2013 Vendor Application/Renewal Update

Area Agency on Aging

Please type or clearly print application information.

City of Lubbock
Vendor Name/Legal Entity

DBA (if applicable)

Physical Address: 2001 19th Street (Lubbock Senior Center), Parks Administration 1611 10th Street, Lubbock, TX 79401	
Mailing Address: PO Box 2000, Lubbock, TX 79457	
Tax Identification Number (SSN or Federal ID): 17560005906	Fax Number (including area code): 806-775-2686
Type of Provider: ☐ Governmental Agency ☐ Private Non-Profit ☐ Private For Profit ☑ City Government ☐ County Government ☐ Other:	
Authorizing Official: Glen C. Robertson	Title: Mayor
Email Address: grobertson@mylubbock.us	Telephone: 806-775-2010
Billing Contact Person and billing address: Nancy Neill, City of Lubbock, PO Box 2000, 79457	Title: Indoor Recreation Coordinator
Email Address: nneill@mylubbock.us	Telephone: 806-775-2685
Number of Years Organization has been in business: 33 Years	Is Organization Bonded? *(Attach certificate of bonding insurance)* ☑ Yes ☐ No
Has anyone involved in the direct provision of client services been convicted of a felony (In-home Services only)? ☐ Yes ☑ No	If Yes, Explain:
Does Organization have liability insurance? *(Attach certificate of all insurances)* ☑ Yes ☐ No	**Attach a copy of all applicable State and Federal licenses and /or certifications for your business.**
Conflicts of Interest: Attach information of applicable names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the South Plains Association of Governments Area Agency on Aging staff person or Advisory Council member.	

Service and Bidding Information:

1;

A. Proposed Service:	
Congregate	
B. Service Area:	
City of Lubbock	
C. Proposed DADS A&I AAA cost per unit: $ 6.94	Whole cost per unit: $ 6.96

2.

A. Proposed Service:	
Home Delivered Meals	
B. Service Area:	
N/A	
C. Proposed DADS A&I AAA cost per unit: $ N/A	Whole cost per unit: $ N/A

3.

A. Proposed Service:	
Transportation	
B. Service Area:	
City of Lubbock	
C. Proposed DADS A&I AAA cost per unit: $ 7.70	Whole cost per unit: $ 7.91

4.

A. Proposed Service:	
B. Service Area:	
C. Proposed DADS A&I AAA cost per unit: $	Whole cost per unit: $

Signature:

I, Nancy Neill (Printed Name), certify that the information provided in this application is true and correct to the best of my knowledge.

Authorized Signature

Monday, October 01, 2012
Date

city of lubbock TEXAS

CERTIFICATE OF SELF-INSURANCE

The undersigned officer of the City of Lubbock, Texas, a Texas home rule municipality, hereby certifies that the City of Lubbock has a $500,000.00 self-insured retention for Automobile and General Liability in accordance with the laws of the State of Texas. The City of Lubbock has a policy that covers Property/Bodily Injury over $500,000.00 per occurrence with One Beacon America Insurance Company under policy #791-000-230-0001 which expires on 10/01/13. The current net asset balance of the self-insurance fund is $3,397,295. The existing cash asset balance is $8,650,340 as of the date stated below.

By:_____
Leisa Hutcheson
Risk Management Coordinator

Date: September 30, 2012

city of lubbock TEXAS
PARKS AND RECREATION

DATE October 1, 2012

TO South Plains Association of Government

FROM City of Lubbock – Senior Center Programs

SUBJECT FY 2012-2013 Operating Hours and Holidays for SPAG Grant

Name of Sites	Number of Serving Days	Days and Hours of Operation
Lubbock Senior Center	249	M-F 8:00 am - 5:00 pm
Rawlings Community Center	249	M-F 8:30 am - 4:00 pm
Simmons Senior Center	249	M-F 8:30 am - 4:00 pm
Trejo Supercenter	249	M-F 8:30 am - 4:00 pm
Homestead Senior Program	249	M-F 10:00 am - 1:00 pm

Holidays Observed	Dates
Thanksgiving Day	November 22, 2012
Day After Thanksgiving	November 23, 2012
Christmas Eve	December 24, 2012
Christmas Day	December 25, 2012
New Year's Day	January 1, 2013
Martin Luther King, Jr. Day	January 21, 2013
Good Friday	March 29, 2013
Memorial Day	May 27, 2013
4th of July	July 4, 2013
Labor Day	September 2, 2013

Area Agency on Aging

SOUTH PLAINS ASSOCIATION OF GOVERNMENTS
AREA AGENCY ON AGING
VENDOR AGREEMENT

City of Lubbock, hereinafter referred to as Vendor, and the South Plains Association of Governments Area Agency on Aging (AAA) do hereby agree to provide services effective beginning October 1, 2012, in accordance with the Older Americans Act of 1965 (OAA), as amended, regulations of the Department of Aging and Disability Services (DADS), the AAA Direct Purchase of Services program and the stated Scope of Services.

The AAA Direct Purchase of Services program is designed to promote the development of a comprehensive and coordinated service delivery system to meet the needs of older individuals (60 years of age or older) and their caregivers. This agreement provides a mechanism for the creation of an individualized network of community resources accessible to a program participant in compliance with the OAA and DADS AAA Access and Assistance guidelines.

The purpose of the system of Access and Assistance is to develop cooperative working relationships with service providers to build an integrated service delivery system that ensures broad access to and information about community services, maximizes the use of existing resources, avoids duplication of effort, identifies gaps in services, and facilitates the ability of people who need services to easily find the most appropriate Vendor.

1. SCOPE OF SERVICES

   A. The Vendor agrees to provide the following service(s) as identified below to program participants authorized by the AAA staff, in accordance with the vendor application, all required assurances, licenses, certifications and rate setting documents, as applicable.

   Service:
   CONGREGATE MEALS
   TRANSPORTATION

   Service Definition:
   CONGREGATE MEAL - A hot or other appropriate meal served to an eligible older individual which meets 33⅓ percent of the dietary reference intakes established by the Food and Nutrition Board of the Institute of Medicine of the National Academy of Sciences and complies with the most recent Dietary Guidelines for Americans, published by the Secretary of Agriculture, and which is served in a congregate setting. The objective is to reduce food insecurity and promote socialization of older individuals. There are two types of congregate meals:
   - Standard meal - A regular meal from the standard menu that is served to the majority or all of the participants.
   - Therapeutic meal or liquid supplement - A special meal or liquid supplement that has been prescribed by a physician and is planned specifically for the participant by a dietitian (e.g., diabetic diet, renal diet, pureed diet, tube feeding).

   TRANSPORTATION - Taking an older individual from one location to another but does not include any other activity. There are two types of transportation services:
   - Demand/Response - transportation designed to carry older individuals from specific origin to specific destination upon request. Older individuals request the transportation service in advance of their need, usually twenty-four to forty-eight hours prior to the trip.

Unit Definition:
CONGREGATE MEALS One Meal
TRANSPORTATION – Demand/Response: One One-way Trip

Service Area (*To be filled in by provider. Please type or print neatly*):

CITY OF LUBBOCK

All Texas Administrative Code standards are located at the Texas Secretary of State website: www.sos.state.tx.us.

All Older Americans Act and other required rules and regulations are located at http://www.aoa.gov/AoARoot/About/Authorizing_Statutes/index.aspx.

Targeting: AAA services are designed to identify eligible program participants, with an emphasis on high-risk program participants and to serve older individuals with greatest economic and social need, low-income minorities and those residing in rural areas, as required by the OAA.

B. Services & Reimbursement Methodology:

Service	Fixed Rate (include rate)	Variable Rate (identify range)	Cost Reimbursement
Congregate	6.95	N/A	N/A
Transportation	7.24	N/A	N/A

2. TERMS OF AGREEMENT

A. The Vendor agrees to:

1. provide services in accordance with current or revised DADS policies and standards and the OAA.
2. submit billings with appropriate documentation as required by the AAA by the close of business on the **2nd working day** day of each month following the last day of the month in which services were provided.
   a. If the 2nd working day falls on a weekend or holiday, the information shall be delivered by the close of business on the preceding business day.
   b. The AAA cannot guarantee payment of a reimbursement request received for more than 45 calendar days of service delivery.
   c. No reimbursement for services provided will be made if vendor payment invoices are not submitted to the AAA within 45 days of service delivery.
3. encourage program participant contributions (program income) on a voluntary and confidential basis. Such contributions will be properly safeguarded and accurately accounted for as receipts and expenditures on Vendor's financial reports if contributions are not required to be forwarded to the AAA. Client contributions (program income) will be reported fully, as required, to the AAA. Vendor agrees to expend all program income to expand or enhance the program/service under which it is earned.

4. notify the AAA Director immediately if, for any reason, the Vendor becomes unable to provide the service(s).
5. maintain communication and correspondence concerning program participants' status.
6. establish a method to guarantee the confidentiality of all information relating to the program participant in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed as limiting AAA or any federal or state authorized representative's right of access to program participant case records or other information relating to program participants served under this agreement.
7. keep financial and program supporting documents, statistical records, and any other records pertinent to the services for which a claim for reimbursement was submitted to the AAA. The records and documents will be kept for a minimum of five years after close of vendor's fiscal year.
8. make available at reasonable times and for required periods all fiscal and program participant records, books, and supporting documents pertaining to services provided under this agreement, for purposes of inspection, monitoring, auditing, or evaluations by AAA staff, the Comptroller General of the United States and the State of Texas, through any authorized representative(s).
9. if applicable, comply with the DADS process for Centers for Medicare and Medicaid Services (CMS) screening for excluded individuals and entities involved with the delivery of the Legal Assistance and Legal Awareness services.

B. The Vendor further agrees:
1. The agreement may be terminated for cause or without cause upon the giving of **30** days advance written notice.
2. The agreement does not guarantee a total level of reimbursement other than for individual units/services authorized; contingent upon receipt of funds.
3. Vendor is an independent provider, NOT an agent of the AAA. Thus, the Vendor indemnifies saves and holds harmless the South Plains Association of Governments AAA against expense or liability of any kind arising out of service delivery performed by the Vendor. Vendor must immediately notify the AAA if the Vendor becomes involved in or is threatened with litigation related to program participants receiving services funded by the AAA.
4. Employees of the Vendor will not solicit or accept gifts or favors of monetary value by or on behalf of program participants as a gift, reward or payment.

C. Through the Direct Purchase of Services program, the South Plains Association of Governments AAA agrees to:
1. review program participant intake and assessment forms completed by the Vendor, as applicable, to determine program participant eligibility. Service authorization is based on program participant need and the availability of funds.
2. provide timely written notification to Vendor of program participant's eligibility and authorization to receive services.
3. maintain communication and correspondence concerning the program participants' status.
4. provide timely technical assistance to Vendor as requested and as available.
5. conduct quality-assurance procedures, which may include on-site visits, to ensure quality services are being provided and if applicable, CMS exclusion reviews are conducted.

6. provide written policies, procedures, and standard documents concerning program participant authorization to release information (both a general and medical/health related release), client rights and responsibilities, contributions, and complaints/grievances and appeals to all program participants.
7. contingent upon the AAA's receipt of funds authorized for this purpose from DADS, reimburse the Vendor based on the agreed reimbursement methodology, approved rate(s), service(s) authorized, and in accordance with subsection (A)(2) of this document, within **45** days of the AAA's receipt of Vendor's invoice.

3. ASSURANCES

The Vendor shall comply with:

A. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d *et.seq.*)
B. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794)
C. Americans with Disabilities Act of 1990 (42 U.S.C. §12101 *et seq.*)
D. Age Discrimination in Employment Act of 1975 (42 U.S.C. §§6101-6107)
E. Title IX of the Education Amendments of 1972 (20 U.S.C. §§1681-1688)
F. Food Stamp Act of 1977 (7 U.S.C. §200 *et seq.*)
G. Drug Free Workplace Act of 1988
H. Texas Senate Bill 1 - 1991, as applicable
I. DADS administrative rules, as set forth in the Texas Administrative Code, to the extent applicable to this Agreement
J. Certification Regarding Debarment - 45CFR §92.35 Sub awards to debarred and suspended parties; this document is required annually as long as this agreement is in effect
K. Centers for Medicare and Medicaid Services (CMS) State Medicaid Director Letter SMDL #09-001 regarding Individuals or Entities Excluded from Participation in Federal Health Care Programs
L. DADS Information Letter 11-07 – Obligation to Identify Individuals or Entities Excluded from Participation in Federal Health Care Programs

4. ATTACHMENTS
   A. Description of Assurances A – H listed in section 3 of this document.
   B. List of Focal Points in the AAA planning and service area.

5. SIGNATURES

For the faithful performance of the terms of this agreement, the parties affix their signatures and bind themselves effective October 1, 2012.

Authorized Vendor Signature	
Print Name	
Title	Authorized Signature
October 1, 2012	South Plains Association of Governments
Date	Agency
	P.O. Box 3730 – Freedom Station
	Address
	Lubbock, Texas 79452
	City, State, Zip
	October 1, 2012
	Date

Attest:	Approved as to Content:	Approved as to Form:
Rebecca Garza City Secretary	Randy Truesdell Community Services Director	Chad Weaver Assistant City Attorney

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

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - Risk Management: Consider a resolution authorizing the City Manager to amend the City's workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.

Item Summary

On September 13, 2012, the City Council approved contract resolution 2012-R0336, to purchase workers' compensation coverage through Texas Political Subdivisions (TPS) Workers' Compensation Joint Self-Insurance. The amount quoted to the City at that time was incorrect. Sanford & Tatum, the City's agent, has requested the City amend the contract to reflect the actual cost of the Workers' Compensation insurance. This amendment will change the amount the City owes to TPS from the original quote of $1,522,034 to the actual amount of $1,552,034 for a difference of $30,000.

Fiscal Impact

Funds are budgeted in the Proposed FY 2012-13 Risk Management Fund. The change in price would not have changed the staff recommendation to award the contract to TPS.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Risk Management

Renewal Premium - Risk Management

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 Amend the City's workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance, and related documents. Said amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director of Risk Management

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Risk Mgmt-Workers' Compensation
November 15, 2012

Douglas Sanford

From: Robb.Pridemore@wellsfargo.com
Sent: Monday, October 22, 2012 2:48 PM
To: LHutcheson@mail.ci.lubbock.tx.us; LCastleberry@mail.ci.lubbock.tx.us
Cc: Douglas Sanford; Deborah.Jenkins1@wellsfargo.com; Jim.Brundage@wellsfargo.com
Subject: COL WC Clerical Error
Attachments: Lubbock TPS.pdf; COL TML WC Quote.pdf

Leisa/Lainey,

This email is to further our conversation regarding the clerical error on the renewal for the workers compensation premium. The renewal premium from TPS is $1,552,034 per the attached quote from TPS. In the proposal phase a clerical error was made and the premium was misstated as $1,522,034.

We are requesting that the City of Lubbock please amend the original acceptance to the correct premium of $1,552,034 as the error was not the fault of Texas Political Subdivisions. We apologize for the error and appreciate your consideration.

The next closest quote was provided through TML at a premium of $1,570,136 (attached).

Sincerely,

Robb Pridemore, CRM, CSRM, CIC, AAI
Vice President
Personal & Commercial Insurance

Wells Fargo Insurance Services USA, Inc. | 2505 E Missouri | El Paso, TX 79903
MAC: S4921-010
CA License # OC40785
Tel 915-534-9710 | Cell 915-204-5297 | Fax 915-534-9431

robb.pridemore@wellsfargo.com

PRIVACY NOTICE
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Thank you!

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

PROPOSAL

City of Lubbock

Rating Period

October 1, 2012 **to** **October 1, 2013**

COVERAGE for RATING PERIOD	LIMIT of LIABILITY	TOTAL ANNUAL CONTRIBUTION
Workers' Compensation Injury or Illness - Each Employee	Statutory	$ 1,600,035
Employers' Liability Bodily Injury by Accident - Each Accident Bodily Injury by Disease - Each Employee Bodily Injury by Disease - Interlocal Agreement	 $1,000,000 $1,000,000 $1,000,000	Included
Total Annual Contribution		**$ 1,600,035**
Renewable for Three Years		

Payment Options:

TPS's Proposal offers a monthly pay plan as follows:	Deposit	$133,339
	Each Installment	$133,336
	Number of Installments	11
TPS's Proposal offers a quarterly pay plan as follows:	Deposit	$400,011
	Each Installment	$400,008
	Number of Installments	3
TPS's Annual Pay Plan :	Single Payment	$1,552,034

If full payment is made within 30 days of receipt of the first bill, the contribution will be reduced 2%. If quarterly payments are preferred, there is no interest charge or payment fee. ***The Total Annual Contribution is $1,570,136 with an annual payment discount.***

A Proposal Acceptance Form and Interlocal Agreement are included for the coverage being offered in this proposal. In order to bind coverage, please:

1. Complete and sign the Proposal Acceptance Form.

2. Sign the Interlocal Agreement and designate a Fund Contact. Please note that the Interlocal Agreement requires the Member to appoint a contact of department head rank or higher. The Interlocal Agreement must be signed by someone authorized by the governing body to sign contracts.

3. Return original documents to:
   Texas Municipal League Intergovernmental Risk Pool
   Underwriting Department
   P.O. Box 149194
   Austin, Texas 78714-9194

If you have any questions concerning this proposal, please contact me at (800) 537-6655, extension 450 or jvinson@tmlirp.org.

Sincerely,

James F. Vinson III

James F. Vinson III, CIC, CRM
Underwriting Unit Leader

cc: Leisa Hutcheson, Director of Human Resources/Risk Management, Lubbock
Chase Patton, Field Services Representative

TML
INTERGOVERNMENTAL RISK POOL

LPIII
05/17/12

CLASS CODES & PAYROLLS

8391	Automobile Machine Shop & Drivers	$ 83,276	2.73	$2,273
8601	Architect or Engineer - Consulting	$ 759,719	0.50	$3,419
8810	Clerical Office Employees Noc	$ 21,313,335	0.23	$49,021
8831	Animal Shelters & Drivers	$ 597,522	1.74	$10,397
8833	Hospital: Professional Employees	$ 1,408,212	1.07	$15,068
8838	Library / Museum	$ 1,798,832	0.73	$13,131
7720	Motorcycle Police	$ 784,909	3.67	$28,806
9015	Buildings Noc - Operation by Owner or lessee - & Drivers	$ 1,255,195	4.09	$51,337
9016	Zoo Facility and Drivers	$ 288,765	4.44	$12,821
9079	Restaurant Noc	$ 22,167	2.73	$605
9101	School, Library All Other	$ 37,489	5.54	$1,702
9102	Park Noc - All Employees - & Drivers	$ 2,811,149	5.51	$154,894
9220	Cemetery Operations & Drivers	$ 217,550	7.36	$16,012
9402	Street Cleaning & Drivers	$ 282,796	9.77	$27,629
9402	Refuse Collection & Drivers	$ 2,097,655	9.77	$204,941
3724V	Outside Volunteers	$ 3,995	4.48	$179
8742V	Inside Volunteers	$ 22,204	0.37	$82
0570	Volunteer Police Reserves	$ 26,000	3.67	$954
8742	Elected Officials	$ 238,593	0.37	$883
	Totals	**$107,892,287**		**$3,169,014**

Total Annual Contribution $1,600,035
TPS Annual Pay Plan $1,522,034

Class Code Changes by TPS

0011 Farm - 8.34 to 7580 Sewage Disposal Plant Ops – 3.02
3365 Welding – 11.86 to 7520 Water Works Ops – 3.12
6229 Flood Control – 9.26 to 7580 Sewage Disposal Plant Ops – 3.02
5191 Computer Device Installation – 1.09 to 8810 Clerical - .23
9154 Theater Ops – 2.57 to 9015 Lake Operations rated as Building NOC – 4.09
9101C Crossing Guards – 3.24 to 7720 Police Officers – 3.80
9019 Toll Operations – 2.41 to Lake Operations rated as Building NOC – 4.09
9079 Food Sales – 5.01 to 9015 Lake Operations rated as Building NOC – 4.09

This information is intended to be reviewed by the representatives for the entity and no other parties. Review by persons other than the entity's representatives is prohibited. Likewise, dissemination or copying of this document or the information contained herein to persons other than the entity's representative is also prohibited.

Wells Fargo Insurance Services

sanford & tatum INSURANCE AGENCY

WELLS FARGO

PREMIUM SUMMARY

Coverage	2012-2013 Renewal	2011-2012 Renewal
Property	$440,700 *	$454,182
Boiler & Machinery	$428,225**	$411,609
Crime	$6,800	$6,500
Pipeline Liability	$5,150	$5,150
Airport Owners & Operators Liability	$24,469	$26,438
Inland Marine	$5,985	$7,727
Package (GL, AL, LEL, POL & Excess)	$285,063	$277,970
Workers Compensation	$1,522,034 ***	$1,603,416
Total Annual Premium	**$2,718,426**	**$2,792,992**

* TULIP – OneBeacon requires no deposit premium with on line report billing
B&M losses for 2010 - $552,085 Total Incurred
* Premium above is with paid in full credit.
** Hartford Steam is offering a three year rate guarantee at $439,245 annually.
*** If paid in full, otherwise premium is $1,660,035 with 11 monthly payments of $133, 399

NOTE: The property values illustrated are estimated only based upon the information you furnished. Wells Fargo Insurance Services USA, Inc. assumes no responsibility for the accuracy of these values. If you are not sure of the accuracy of the values stated, a property appraisal should be obtained from a qualified, licensed appraiser.

This proposal is based upon information you have furnished us. It includes some explanation of coverages merely for descriptive purposes and does not amend or extend the actual policy terms and conditions. Please read your policy carefully to determine rights, duties, and what is and is not covered. Only the provisions of your policy determine the scope of your insurance protection.

This information is intended to be reviewed by the representatives for the entity and no other parties. Review by persons other than the entity's representatives is prohibited. Likewise, dissemination or copying of this document or the information contained herein to persons other than the entity's representative is also prohibited.

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

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 2nd Reading - Public Works Engineering: Consider Ordinance 2012-O0137 amending Section 30.03.008 of the Code of Ordinances with regard to adopting the latest Federal Emergency Management Agency (FEMA) Flood Insurance Study and Flood Insurance Rate Maps and making associated changes; adding a definition of Base Flood Elevation.

Item Summary

The City of Lubbock completed construction of the South Central Lubbock Drainage Improvements Project (SCLDIP) in 2003. Subsequently, the City conducted a detailed flood study of the affected 12 playa lakes to determine the impacts to the flood zones associated with the SCLDIP drainage improvements. After completion, the study and associated submittals were provided to the FEMA for review and approval in 2008. After a preliminary review, FEMA scheduled a Physical Map Revision (PMR) project to revise related portions of their scientific data.

On July 2, 2012, FEMA released the new Flood Insurance Study (FIS) and associated Flood Insurance Rate Maps (FIRM) that will become effective on January 2, 2013. As a participating City of the National Flood Insurance Program (NFIP), the City of Lubbock has adopted a legally enforceable floodplain management ordinance in accordance with Title 44 Code of Federal Regulations Section 60.3(d). In consultation with Texas Water Development Board (TWDB), NFIP state coordinator's office, and FEMA's regional office, this amendment is being presented for Council consideration to include revised data for the new maps and some administrative clarifications.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operations Officer

Attachments

Flood Ord Amend

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 30.03.008 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO FLOOD HAZARD AREAS WITHIN THE CITY OF LUBBOCK BY ADOPTING THE NEW FEMA REPORT AND MAPS AND MAKING ASSOCIATED CHANGES; AND AMENDING SECTION 30.01.001 TO ADD THE DEFINITION OF "BASE FLOOD EVALUATION (BFE)"; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY AND PROVIDING FOR PUBLICATION.

WHEREAS, the Legislature of the State of Texas has in the Flood Control Insurance Act, Texas Water Code, Section 16.315, delegated the responsibility of local governmental units to adopt regulations designed to minimize flood losses; and

WHEREAS, the flood hazard areas of Lubbock County are subject to periodic inundation, which results in loss of life and property, health and safety hazards, disruption of commerce and governmental services, and extraordinary pubic expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, these flood losses are created by the cumulative effect of obstructions in floodplains which cause an increase in flood heights and velocities, and by the occupancy of flood hazard areas by uses vulnerable to floods and hazardous to other lands because they are inadequately elevated, floodproofed or otherwise protected from flood damage. NOW THEREFORE,

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

SECTION 1. THAT Section 30.01.001 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended by adding the following:

> ***Base flood elevation (BFE)*** – The elevation shown on the Flood Insurance Rate Map (FIRM) and found in the accompanying Flood Insurance Study (FIS) for Zones A, AE, AH, A1-A30, AR, V1-V30, or VE that indicates the water surface elevation resulting from the flood that has a 1% chance of equaling or exceeding that level in any given year – also called the Base Flood.

SECTION 2. THAT Section 30.03.008 of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

> 30.03.008 Basis for establishing the areas of special flood hazard.
>
> The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The

Flood Insurance Study for Lubbock County, Texas, and Incorporated Areas" dated January 2, 2013, with accompanying Flood Insurance Rate Maps (FIRM) and any revisions thereto are hereby adopted by reference and declared to be a part of this article.

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

SECTION 4. THAT violation of any provision of this ordinance shall constitute a misdemeanor punishable in accordance with Section 1.01.004 of the Code of Ordinances, City of Lubbock, Texas.

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/Flood Hazard.Ord
October 30, 2012

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

Meeting Date: 12/06/2012

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Contract 10605 for professional services with Freese & Nichols, Inc., for engineering services associated with the study of pump station emergency electric generators, RFQ 12-10605-CI.

Item Summary

This study includes evaluating the current conditions of the emergency generators at pump stations 3, 4, 7, 8, 9, 10 and 14. The study will involve identifying and ranking critical electrical and generator needs; propose and recommend improvements to infrastructure and generator systems; provide conceptual designs of proposed improvements; and identify necessary SCADA changes at each pump station.

The following engineering firms submitted proposals:
Freese and Nichols, Inc., Fort Worth, TX - 468 points
Parkhill, Smith, & Cooper, Inc., Lubbock, TX - 337 points
Eaton Energy Solutions, Inc., Austin, TX- 288 points

The committee evaluated and ranked the written proposals based on the following criteria:
1. Project Team Organization and Qualifications (40%)
2. Experience on Similar Projects (20%)
3. Project Approach (30%)
4. Overall Responsiveness to the RFQ (10%)

The committee recommends that the contract be awarded to Freese and Nichols, Inc., of Fort Worth, Texas, for a not to exceed amount of $113,934. The contract time for completion is 130 days.

Fiscal Impact

$1,800,000 is appropriated in Capital Improvement Project 92279, Pump Station Emergency Electric Generators, with $113,934 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Freese & Nichols
Budget Detail
CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Contract No. 10605 for the study of Pump Station Emergency Generators, by and between the City of Lubbock and Freese & Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Freese & Nichols, Inc.
November 13, 2012

PROFESSIONAL SERVICES CONTRACT

10605

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the 6th day of December, 2012 (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the Preliminary Design of the Pump Station Emergency Electric Generators Project (the "Activities"); and

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

WHEREAS, the City desires to contract with ENGINEER to provide professional engineering services related to the Activities and Engineer desires to provide the Services related to same.

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 130 days, as set forth in Exhibit "A", attached hereto and made a part of this Agreement for all purposes. The term may be extended by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

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

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Basic Services Tasks 1 through 5 based on hourly rates an amount not to exceed $113,934, per Attachment "A".

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

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

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

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Preliminary Design of the Pump Station Emergency Electric Generators Project, as defined in Exhibit "A," "Scope of Work".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

ENGINEER shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles

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

Commercial General Liability:

Combined Single Limit: $1,000,000

Professional Liability:

Combined Single Limit: $1,000,000

Automobile Liability:

Combined Single Limit for any auto: $500,000 Per Occurrence

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

The City shall be listed as a primary additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Engineer shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Subconsultants. ENGINEER is at all times responsible to City to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon

retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by ENGINEER shall be required to carry, for the protection and benefit of the City and ENGINEER and naming said third parties as additional insureds, insurance as described above in this Contract.

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

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

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

Freese and Nichols, Inc.
Attn: Jeffrey N. Hensley, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone: (817) 735-7369
Facsimile: (817) 735-7491

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

City of Lubbock
Attn: John Turpin, P.E.
P. 0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775 – 2342
Facsimile: (806) 775 - 3344

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

ARTICLE XIV. CITY-PROVIDED DATA

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

L. Notice of Waiver. A waiver by either City or ENGINEER of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver,

such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed, P.E., Chief Operating Officer

John Turpin, P.E., Chief Water Utilities Engineer

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

FREESE AND NICHOLS, INC.

By:
Name: Donald W. Lampe, P.E.
Title: Principal

EXHIBIT A

City of Lubbock, Texas

Pump Station Emergency Electric Generators

Phase 1 – Report/Study Phase

Scope of Work for Freese and Nichols, Inc.

The overall Pump Station Emergency Electric Generators Project (The Project) includes the following two phases:

- Phase 1 – Detailed report/study phase.

  A summary of the Phase 1 objectives is to:

  - Evaluate the existing generator installation at Pump Station No. 14.
  - Evaluate the use of portable/permanent generators at Pump Station's No. 3, 4, 7, 8, 9, 10 and the Bailey County Pump Station.
  - Determine the locations where the installation of a portable or permanent generator is feasible and allow the City of Lubbock (The Owner) to proceed with the necessary improvements.

- Phase 2 – Design Phase.

  The scope and fee for Phase 2 will be determined at a later date.

The primary objectives of the Phase 1 report/study are to:

1. Identify at Pump Station No. 14 whether the damaged generator should be repaired or replaced by a new generator.
2. Identify pump station sites where installation of permanent generators is critical to the operation of the pump station.
3. Identify pump station sites where a portable generator connection is critical to the operation of the pump station.
4. Identify electrical improvements required for a permanent/portable generator installation.
5. Identify electrical improvements at Pump Station No.7 that will allow for the back-up generator system to have the capability to run both sides of the pump station.

6. Identify modifications to SCADA system that will allow Utility power and generator power monitoring and exercising of the generator.

7. Identify modifications required at each pump station's electrical system to provide back-up power for low voltage house power loads (work with LP&L).

8. Provide a conceptual design of each of the pump station's electrical system to accommodate either a portable or permanent generator.

BASIC SERVICES: FNI shall render the following professional services in connection with Phase 1 of The Project:

1. **Kick-Off Meeting:** Hold a kick-off meeting with the Owner to discuss scope, schedule and data requirements. Possible criteria for the project include the following:

    a. Construction Costs

    b. Number of Pumps to operate off of back-up power

    c. Criticality - Prioritizing Pump Stations

    d. Phasing

2. **Obtain Data:** FNI will obtain and review available data including:

    a. Existing pump station drawings

    b. Utility power outage data

    c. Data on existing 1250 kW portable generators

    d. Other mapping provided by the City (Utilities, property maps, aerial photography, and contour maps where available. City of Lubbock will assist FNI in the collection of these maps if requested by FNI.

    e. Geotechnical reports

    FNI will make two, two day site visits to examine the pump stations and interview staff.

3. **Design Report:** FNI will prepare a draft report of the study and present it to the Owner. After receipt of the Owner's comments, FNI will revise the report and present the final draft to the Owner. The Design Report will include the following:

    a. Recommendations for which pump stations to have either a permanent or portable generator

    b. Ranking of pump stations based on criticality

    c. Electrical improvement required to accommodate back-up generator

    d. Generator size required to run pump station loads

    e. Proposed layouts

f. Engineer's Opinion of Probable Construction Costs

FNI will furnish five (5) hard copies and one electronic copy of the Draft Design Report and Final Design Report.

4. **Meetings and Communications:** FNI will attend up to four meetings with the Owner to discuss the project. FNI will prepare monthly reports to discuss the status of the project, coordination items, completed tasks, and upcoming tasks. FNI will attend one meeting with Lubbock Power & Light.

5. **Items to be performed by the City of Lubbock:**

   1. Provide Mapping as required for the following:

      a. Utility mapping where available

      b. City mapping including utility maps, property maps, aerial photography, and contour maps where available.

   2. Provide copies of existing plans

   3. Data on existing 1250 kW portable generators

   4. Recommended Phases and Schedule for Project Development.

TIME OF PERFORMANCE

ENGINEER shall commence work immediately following authorization to proceed. ENGINEER has reviewed the project with the CITY and agrees that the schedule presented below is a reasonable timeframe within which to accomplish the work.

PROJECT SCHEDULE		
Milestone	**Weeks Following Deliverable**	**Cumulative Weeks**
Kick-Off Meeting/Design Development	0	0
Preliminary Design Report Draft	12	12
Preliminary Design Report Final	6	18

ENGINEER-CITY mutually agree that they will work toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedule, it is understood that both CITY and ENGINEER will develop a revised schedule and budget limit, if required, to address scope changes, delays by CITY, or other problems. It is understood that the ENGINEER must proceed with the work while the CITY reviews each submittal. CITY agrees to submit all review comments for the submittal within fourteen (14) days following the ENGINEER's submittal. Impacts from CITY's comments, which require extensive rework, may impact the schedule and budget and in-turn, may be considered a change in scope.

BUDGET

CITY and ENGINEER have established a not-to-exceed budget of $113,934 to complete all services under this Task Order. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, not to exceed $113,934 for services identified in Tasks 1 through 5 of the Basic Services, unless noted otherwise in the Scope of Work.

ENGINEER agrees to complete these services for this amount unless the Budget is amended by CITY and ENGINEER as a result of a change to the Scope of Work or Time of Performance.

The budget assumes that all work will be completed within 130 calendar days from the Notice to Proceed.

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed One Hundred Thirteen Thousand Nine Hundred Thirty Four Dollars ($113,934). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate	Position	Rate
PRINCIPAL	388.50	3D VISUALIZATION COORDINATOR	178.50
GROUP MANAGER	247.00	ENVIRONMENTAL SCIENTIST VII	228.90
ENGINEER VIII	269.85	ENVIRONMENTAL SCIENTIST VI	199.50
ENGINEER VII	263.55	ENVIRONMENTAL SCIENTIST V	168.00
ENGINEER VI	236.25	ENVIRONMENTAL SCIENTIST IV	147.00
ENGINEER V	185.00	ENVIRONMENTAL SCIENTIST III	126.00
ENGINEER IV	169.05	ENVIRONMENTAL SCIENTIST II	88.20
ENGINEER III	150.15	ENVIRONMENTAL SCIENTIST I	87.15
ENGINEER II	141.75	ARCHITECT VI	201.60
ENGINEER I	116.55	ARCHITECT V	182.70
ELECTRICAL ENGINEER VI	222.60	ARCHITECT IV	147.00
ELECTRICAL ENGINEER V	182.70	ARCHITECT III	140.70
ELECTRICAL ENGINEER IV	144.90	ARCHITECT II	113.40
ELECTRICAL ENGINEER III	136.50	ARCHITECT I	97.65
ELECTRICAL ENGINEER II	132.30	PLANNER VI	213.15
ELECTRICAL ENGINEER I	124.95	PLANNER V	163.80
MECHANICAL ENGINEER VI	215.25	PLANNER IV	129.15
MECHANICAL ENGINEER V	191.10	PLANNER III	117.60
MECHANICAL ENGINEER IV	166.95	PLANNER I	96.60
MECHANICAL ENGINEER III	147.00	HYDROLOGIST V	184.80
PROGRAM MANAGER II	222.60	HYDROLOGIST IV	144.90
CONSTRUCTION CONTRACT ADMIN III (QC)	184.28	HYDROLOGIST III	133.35
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	147.26	HYDROLOGIST II	121.80
CONSTRUCTION CONTRACT ADMIN III (CM)	136.50	GEOTECHNICAL ENGINEER VI	236.25
CONSTRUCTION CONTRACT ADMIN III (Sr. RPR)	105.00	PUBLIC INVOLVEMENT COORDINATOR	134.40
CONSTRUCTION CONTRACT ADMIN II (LAH PS RPR)	126.00	WEB SERVICES ADMINISTRATOR	157.50
CONSTRUCTION CONTRACT ADMIN I (DCS II)	111.30	WORD PROCESSING/SECRETARIAL	80.85
CONSTRUCTION CONTRACT ADMIN I (RPR)	99.75	OPERATIONS ANALYST	145.95
CONSTRUCTION CONTRACT ADMIN I (PBPS RPR)	115.50	CONTRACT ADMINISTRATOR	92.40
DOCUMENT CONTROL CLERK	106.05	INFORMATION SERVICES ADMINISTRATOR	79.80
SR DESIGNER	196.35	INFORMATION SERVICES CLERK III	63.00
DESIGNER II	158.55	INFORMATION SERVICES CLERK II	58.80
DESIGNER I	136.50	INFORMATION SERVICES CLERK I	57.75
CADD DESIGNER	168.00	CO-OP	70.35
TECHNICIAN IV	142.80		
TECHNICIAN III	114.45		
TECHNICIAN II	95.55		
TECHNICIAN I	73.50		
GIS COORDINATOR	144.90		
GIS ANALYST IV	131.25		
GIS ANALYST III	108.15		
GIS ANALYST II	96.60		
GIS ANALYST I	72.45		

The ranges and individual salaries will be adjusted annually.

RATES FOR INHOUSE SERVICES

Computer and CAD	
PC CAD Stations	$10.00 per hr.

Calcomp Plotter	
Bond	$2.50 per plot
Other	$5.00 per plot
Color	$5.75 per plot

Print Shop	
Color Copies & Printing	$0.50 per single side copy
	$1.00 per double side copy
Black & White Copies & Printing	$0.10 per single side copy
	$0.20 per double side copy
Binding	$5.75 per book

Testing Apparatus	
Density Meter	$700.00 per month
Gas Detection	$20.00 per test

OTHER DIRECT EXPENSES:
Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of

FNI _____
OWNER _____

Freese and Nichols, Inc.

City of Lubbock
Pump Station Emergency Electric Generators
Detailed Cost Breakdown

Project Fee Summary		
Total Basic	$	113,934
Total Special	$	-
Total Project	$	113,934

Basic Services

Task	Labor Task Description	Jeff Hensley	Rusty Gibson	Wade Zemlock	Rebecca Sandoval	Pam Mastin	Lora Smith							Total Hours	Total Labor Effort	Total Exp Effort	Total Effort
	Hourly Bill Rate	$222.60	$247.00	$182.70	$144.90	$114.45	$80.85										
N/A	Computer Expenses															$ -	$ -
1	Kickoff Meeting	12		12										24	$ 4,864	$ 1,418	$ 6,281
2	Field Investigation/Site Visits to Pump Stations	48		48										96	$ 19,454	$ 3,693	$ 23,147
3	Project Management	25												25	$ 5,565	$ -	$ 5,565
4	Obtain Existing Pump Station Data	20		50	46									116	$ 20,252	$ 1,269	$ 21,521
5	Design Report - Layouts/Cost Estimates	20		65	50	20	5							160	$ 26,266	$ 200	$ 26,466
6	Study Review Meetings (4 Meetings)	40		40	10									90	$ 17,661	$ 5,433	$ 23,094
7	Meet with City and LP&L	10		10										20	$ 4,053	$ 50	$ 4,103
8	QA/QC	8	8											16	$ 3,757	$ -	$ 3,757
9															$ -	$ -	$ -
10															$ -	$ -	$ -
11															$ -	$ -	$ -
12															$ -	$ -	$ -
13															$ -	$ -	$ -
14															$ -	$ -	$ -
15															$ -	$ -	$ -
16															$ -	$ -	$ -
17															$ -	$ -	$ -
18															$ -	$ -	$ -
19															$ -	$ -	$ -
20															$ -	$ -	$ -
	Total Hours	183	8	225	106	20	5										
	Labor Effort	$ 40,736	$ 1,976	$ 41,108	$ 15,359	$ 2,289	$ 404	$ -	$ -	$ -	$ -	$ -	$ -				
													Total Basic Services	547	$ 101,872	$ 12,062	$ 113,934

	Expenses	Computer Hrs	B&W copies	Color copies	Miles	Plotter - color	Plotter - other	Binding	Travel	Rental	Hotel	Equipment Rental		Total Exp Effort
	Expense Bill Rate	$ 10.00	$ 0.10	$ 0.50	$ 0.64	$ 5.75	$ 5.00	$ 5.75	10%	10%	10%	10%	$ -	
N/A	Computer Expenses													$ -
1	Kickoff Meeting	5			250				1000	100				$ 1,418
2	Field Investigation/Site Visits to Pump Stations				500				1150	650	1250			$ 3,693
3	Project Management													$ -
4	Obtain Existing Pump Station Data	100	750	100				25						$ 1,269
5	Design Report - Layouts/Cost Estimates	20												$ 200
6	Study Review Meetings (4 Meetings)				750				3500	500	500			$ 5,433
7	Meet with City and LP&L	5												$ 50
8	QA/QC													$ -
9														$ -
10														$ -
11														$ -
12														$ -
13														$ -
14														$ -
15														$ -
16														$ -
17														$ -
18														$ -
19														$ -
	Total Basic Services Expenses	130	750	100	1,500	-	-	25	5,650	1,250	1,750	-	-	
	Total Basic Services Expenses Effort	$ 1,300	$ 75	$ 50	$ 916	$ -	$ -	$ 144	$ 6,215	$ 1,375	$ 1,925	$ -	$ -	$ 12,062

City of Lubbock, TX
Capital Project
Project Cost Detail
December 6, 2012

Capital Project Number	92279
Capital Project Name	Pump Station Emergency Electric Generators

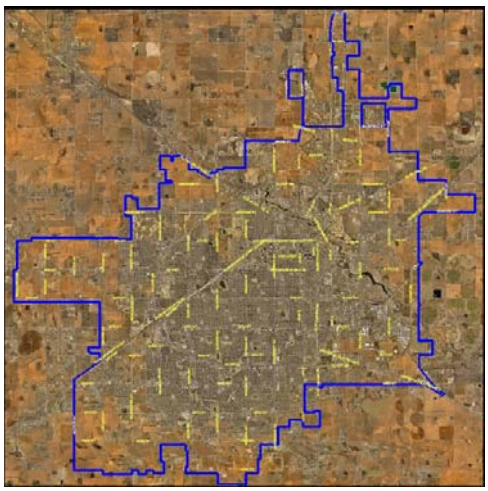
		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	295
Agenda Item December 6, 2012		
Freese & Nichols Engineering Contract		113,934
Encumbered/Expended To Date		114,229
Estimated Costs for Remaining Appropriation		
Installation/Construction		1,685,771
Remaining Appropriation		1,685,771
Total Appropriation	$	1,800,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and install permanent stationary emergency electric generators with automatic switchover capabilities at the water booster pump stations.

Project Justification

The generators will improve the reliability of the water pumping system during power outages due to severe weather and other emergencies.

Project History

$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$1.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Construction	300,000	1,500,000	1,500,000	0	0	0	0	3,300,000
Total Project Appropriation	300,000	1,500,000	1,500,000	0	0	0	0	3,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
FY 2012 Water Revenue CO's	300,000	0	0	0	0	0	0	300,000
FY 2014 Water Revenue CO's	0	0	1,500,000	0	0	0	0	1,500,000
Prior Year Bonds	0	1,500,000	0	0	0	0	0	1,500,000
Total Funding Sources	300,000	1,500,000	1,500,000	0	0	0	0	3,300,000

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

Meeting Date: 12/06/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Amendment No. 3 to a Professional Services Contract with Halff Associates, Inc., of Richardson, Texas, for the video inspection of storm sewers – phase 2, RFQ 10-110-MA.

Item Summary

Amendment No. 3 incorporates Phase 4 of the City of Lubbock's storm sewer system by adding approximately 70,000 linear feet of storm sewer pipe to be analyzed and video-inspected. This is a continuation of the work that is being done under the current contract with Halff Associates, Inc. Most of the storm sewer infrastructure is extremely old, and this video inspection will provide important and useful information of the pipe conditions and locations of the aging infrastructure. This project will contain the geographic location of all manholes and pipe invert elevations in order to determine the exact locations of the storm sewer pipes. The information gathered will be placed on the City's Geographic Information Sytem (GIS) and a usable GIS database will be generated under this project.

City Council awarded the original contract to Halff Associates, Inc., on October 14, 2010, for a not-to-exceed amount of $955,000. Amendment No. 1 was for a time extension only in order to conduct additional linear feet inspection with available funds under the original contract. Amendment No. 2 added approximately 90,000 linear feet to be inspected along with the additional time needed for the inspections which extended the contract until December 31, 2012, for an additional $973,000. Amendment No. 3 will add approximately 70,000 linear feet to be inspected along with the necessary additional time, extending the contract until March 31, 2014, for an additional $600,000. The total contract amount will be $2,528,000 with this amendment.

Fiscal Impact

$3,600,000 is appropriated in Capital Improvement Project 8070, Video Inspection of Storm Sewers, with $600,000 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operations Officer

Attachments

Resolution - Halff Associates

Contract - Amendment 3

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 3 to that certain Contract No. 9786 dated October 14, 2010, by and between the City of Lubbock and Halff Associates, Inc. of Richardson, Texas, for Video Inspection Professional 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 C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Marsha Reed, P.E., Chief Operations Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #3 Agrmt-Halff Associates, Inc.
November 26, 2012

AMENDMENT NO. 3
TO AGREEMENT
OF LUBBOCK, TEXAS
AND
HALFF ASSOCIATES, INC.
FOR ENGINEERING SERVICES

ENGINEERING SERVICES TO: Perform a video inspection and assessment of the storm sewer infrastructure in the Arnett Benson and Ave. R drainage basins and to develop a comprehensive geospatial database that integrates the storm sewer schematic with all supporting data, Project NO. # 8070 and Contract NO. # 9786 hereinafter referred to as "the Project."

THIS IS AN AMENDMENT TO THE AGREEMENT dated October 14, 2010 and entered into by and between the CITY OF LUBBOCK, TEXAS, hereinafter called "Owner," and HALFF ASSOCIATES, INC., hereinafter called the "Engineer," of 1201 N. Bowser Rd in Richardson, Texas. The original Agreement was approved by City Council action on October 14, 2010, Resolution No. 2010 R0492.

This amendment adds additional linear footage of storm sewer pipe to be inspected, fee and additional time to the original agreement and subsequent amendment, such that the Agreement and Amendment shall terminate at the close of business on March 31, 2014, unless a mutual agreement is made by the Owner and the Engineer to extend the agreement. The total fee for Amendment No. 3 is $600,000.

The extended time and fee is necessary because of the additional linear footage added which will allow the Engineer to perform additional storm water infrastructure inspection, assessment and analysis on multiple basins within the City of Lubbock. Under this amendment, the Engineer shall analyze approximately 70,000 linear feet of storm sewer infrastructure in detail, and conduct additional video inspection, survey and assessment in order to provide the Owner with a comprehensive inventory of the City of Lubbock drainage system. Exhibit 1, attached hereto, depicts the storm sewer infrastructure that will be analyzed under this amendment – labeled as PH04.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

Executed in three counterparts (each of which is an original) on behalf of Engineer by its Vice President shown below and on behalf of Owner this 6th day of December, 2012.

CITY OF LUBBOCK:

GLEN C. ROBERTSON, MAYOR

APPROVED AS TO CONTENT:

Marsha Reed, P.E. Chief Operations Officer

Michael Keenum, P.E., CFM Stormwater Engineer

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

HALFF ASSOCIATES, INC.

T. LYNN LOVELL, P.E., CFM
Vice President

ERIN ATKINSON, P.E., CFM, GISP
Project Manager

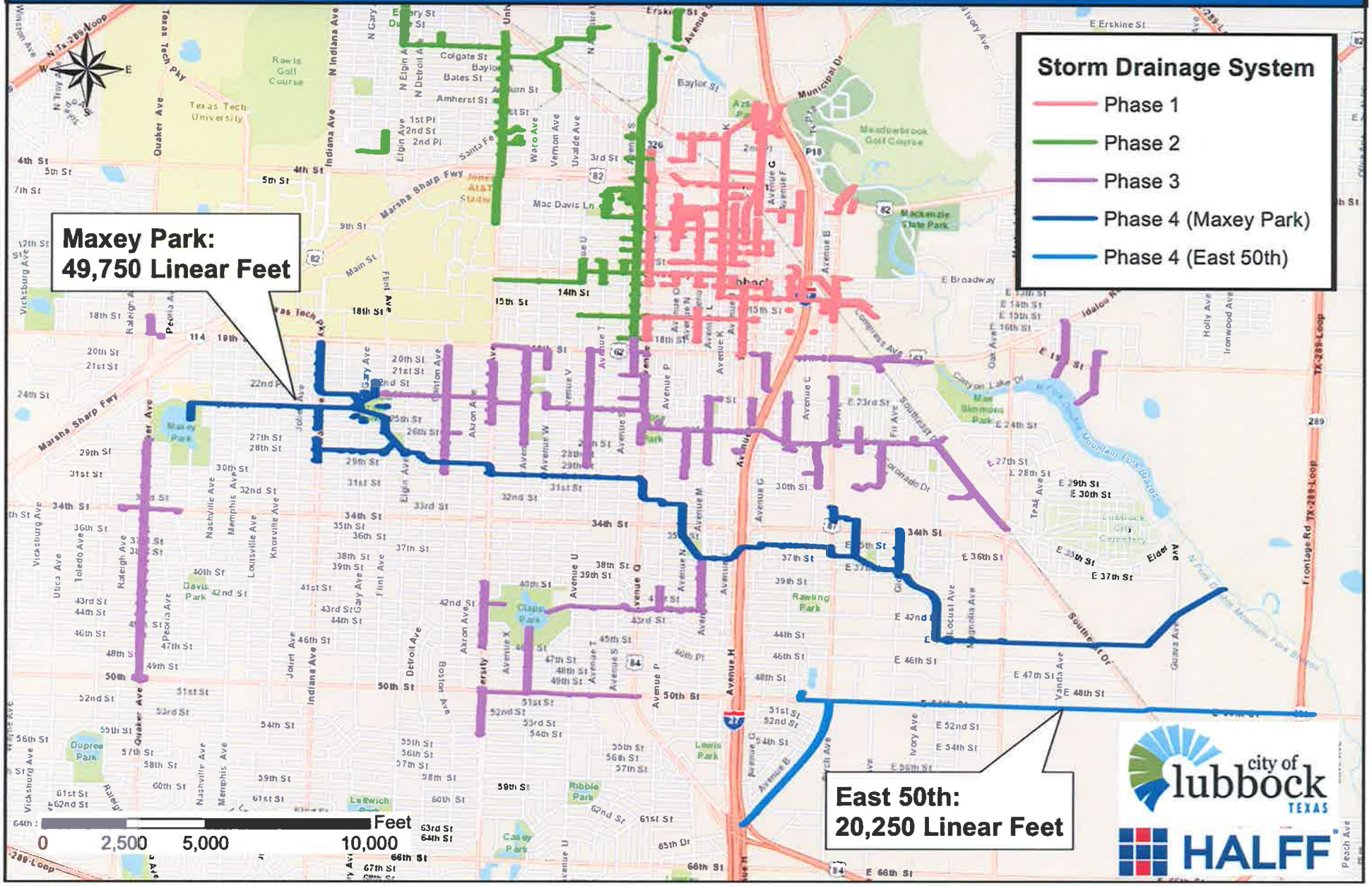
Mailing Addresses:

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims and correspondence:

For: Halff Associates, Inc.
4000 Fossil Creek Blvd.
Fort Worth, Texas 76137
Attn: Erin Atkinson, P.E., CFM, GISP

For: City of Lubbock
1625 13th Street
Lubbock, Texas 79401
Attn: Michael Keenum, P.E., CFM

Exhibit 1 - Lubbock Stormwater Video Inspection Project
Phase 4 Study Area



ATTACHMENT "B-2"
PROJECT SCHEDULE
Lubbock Video Inspection of Storm Sewers – Phase 4
October 2010
UPDATED November 2012

In signing this Agreement, the CITY grants ENGINEER specific authorization to proceed under this Agreement.

ENGINEER's services shall be completed within sixteen (16) months of the receipt of the Notice to Proceed, unless weather constraints do not allow for completion of specified tasks under acceptable conditions.

ENGINEER shall keep the OWNER informed of the progress and identify any circumstances that may affect the schedule.

ATTACHMENT "C-2"
COMPENSATION AND PAYMENT SCHEDULE
Lubbock Video Inspection of Storm Sewers – Phase 4
October 2010
UPDATED November 2012

A. The estimated fee for the services outlined in Attachment A, "Scope of Services" is $600,000. The total fee shall be considered an hourly not-to-exceed fee and will not be exceeded without prior approval from the CITY of Lubbock. A summary of the fee, broken down by task and estimated manhours, is provided below:

TASK/DESCRIPTION	Estimated BUDGET
1. GIS SCHEMA UPDATES * Database Schema Updates * Database Documentation * Integrate City-wide Datasets * Review Database Design with City	**$10,000**
2. FIELD RECON AND SURVEY * Field recon * Field XYZ survey * Process Survey * Data Conversion and QA/QC * Integrate Survey into GIS	**$72,000**
3. VIDEO INSPECTION & ASSESSMENT * Coordinate database format w/Sub * Video Inspection/Assessment * Integrate Video Inspection into GIS * Data Conversion and QA/QC	**$296,000**
4. GIS DATABASE * GIS Data Topology QA/QC * GIS Data Reference File QA/QC * Metadata Documentation	**$46,000**
5. REPORT/TRAINING * Basic Defect Analysis * Final Documentation/Report * GIS Database Deliverable * Training * Technical Support	**$87,000**
6. MANAGEMENT/COORDINATION/WEB * General PM (Billing, Status Report, Etc.) * Survey Coordination * Video Inspection Coordination * Web Map Hosting/Updating * Meetings/Travel	**$89,000**
TOTAL ESTIMATED FEE	**$600,000**

ENGINEERING SERVICES BUDGET - Hourly Cost Breakdown 27800

Lubbock Stormwater Video Inspection **LubbockSW_CostEstimate_PH04.xlsx**

* TASK/DESCRIPTION	PIC/ Sr. QAQC (PE)	Project Manager (PE)	Task Manager (PE)	Sr. Level GIS (GISP)	Jr. Level GIS	Contract Admin	Clerical	TOTAL MANHOURS	LABOR CHARGES	Reimbursable Cost				COST FOR TASK (Round to 3)
										TRAVEL (AIR/CAR/ HOTEL)	WEB-HOSTING	PRINT & MISC.	SUB's	
5. REPORT/TRAINING														
* Basic Defect Analysis	0	10	16	40	0	0	0	66	$7,090	$0	$0	$0	$0	
* Final Documentation/Report	0	40	80	40	0	0	40	200	$22,000	$0	$0	$2,500	$0	
* GIS Database Deliverable	0	60	80	100	80	0	0	320	$32,480	$0	$0	$0	$0	
* Training	0	40	16	40	0	0	0	96	$11,920	$0	$0	$0	$0	
* Technical Support	0	40	40	0	0	0	0	80	$11,240	$0	$0	$0	$0	
SUBTOTAL HOURS/COSTS	0	190	232	220	80	0	40	762	$84,730	$0	$0	$2,500	$0	**$87,000**
6. MANAGEMENT/COORDINATION														
* General PM (Billing, Status Report, Etc.)	16	128	64	0	0	24	32	264	$36,208	$0	$0	$0	$0	
* Survey Coordination	0	20	40	40	0	0	0	100	$11,580	$0	$0	$0	$0	
* Video Inspection Coordination	0	20	40	40	0	0	0	100	$11,580	$0	$0	$0	$0	
* Web Map Hosting/Updating	0	0	0	0	0	0	0	0	$0	$0	$15,000	$0	$0	
* Meetings/Travel (12 overnight trips)	0	0	0	0	0	0	0	0	$0	$14,700	$0	$0	$0	
SUBTOTAL HOURS/COSTS	16	168	144	80	0	24	32	464	$59,368	$14,700	$15,000	$0	$0	**$89,000**

* SUMMARY	PIC/ Sr. QAQC (PE)	Project Manager (PE)	Task Manager (PE)	Sr. Level GIS (GISP)	Jr. Level GIS	Contract Admin	Clerical	TOTAL MANHOURS	LABOR CHARGES	Reimbursable Cost				TASK COST
										TRAVEL (AIR/CAR/ HOTEL)	WEB-HOSTING	PRINT & MISC.	SUB's	
1. GIS SCHEMA UPDATES	0	16	12	64	0	0	0	92	$9,712	$0	$0	$0	$0	$10,000
2. FIELD RECON AND SURVEY	0	28	48	88	72	0	0	236	$21,988	$0	$0	$0	$50,000	$72,000
3. VIDEO INSPECTION & ASSESSMENT	0	56	136	168	160	0	40	560	$51,328	$0	$0	$0	$245,000	$296,000
4. GIS DATABASE	0	48	96	224	120	0	0	488	$45,664	$0	$0	$0	$0	$46,000
5. REPORT/TRAINING	0	190	232	220	80	0	40	762	$84,730	$0	$0	$2,500	$0	$87,000
6. MANAGEMENT/COORDINATION	16	168	144	80	0	24	32	464	$59,368	$14,700	$15,000	$0	$0	$89,000
TOTAL HOURS	16	506	668	844	432	24	112	2602						$600,000

	PIC/ Sr. QAQC (PE)	Project Manager (PE)	Task Manager (PE)	Sr. Level GIS (GISP)	Jr. Level GIS	Contract Admin	Clerical
AVERAGE HOURLY RATE ($)	$243	$161	$120	$89	$54	$88	$60

ENGINEERING SERVICES BUDGET - Hourly Cost Breakdown
Lubbock Stormwater Video Inspection

27800
LubbockSW_CostEstimate_PH04.xlsx

* TASK/DESCRIPTION	PIC/ Sr. QAQC (PE)	Project Manager (PE)	Task Manager (PE)	Sr. Level GIS (GISP)	Jr. Level GIS	Contract Admin	Clerical	TOTAL MANHOURS	LABOR CHARGES	Reimbursable Cost				COST FOR TASK (Round to 3)
										TRAVEL (AIR/CAR/ HOTEL)	WEB-HOSTING	PRINT & MISC.	SUB's	
1. GIS SCHEMA UPDATES														
* Database Schema Updates	0	8	4	24	0	0	0	36	$3,904	$0	$0	$0	$0	
* Database Documentation	0	2	2	16	0	0	0	20	$1,986	$0	$0	$0	$0	
* Integrate City-wide datasets	0	2	2	16	0	0	0	20	$1,986	$0	$0	$0	$0	
* Review Database Design w/ City	0	4	4	8	0	0	0	16	$1,836	$0	$0	$0	$0	
SUBTOTAL HOURS/COSTS	0	16	12	64	0	0	0	92	$9,712	$0	$0	$0	$0	**$10,000**
2. FIELD RECON AND SURVEY														
* Field recon	0	16	16	16	0	0	0	48	$5,920	$0	$0	$0	$0	
* Field XYZ survey	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$50,000	
* Process Survey	0	2	8	16	32	0	0	58	$4,434	$0	$0	$0	$0	
* Data Conversion and QA/QC	0	8	16	16	0	0	0	40	$4,632	$0	$0	$0	$0	
* Integrate Survey into GIS	0	2	8	40	40	0	0	90	$7,002	$0	$0	$0	$0	
SUBTOTAL HOURS/COSTS	0	28	48	88	72	0	0	236	$21,988	$0	$0	$0	$50,000	**$72,000**
3. VIDEO INSPECTION & ASSESSMENT														
* Coordinate database format w/Sub	0	8	16	8	0	0	0	32	$3,920	$0	$0	$0	$0	
* Video Inspection/Assessment	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$245,000	
* Integrate Video Inspection into GIS	0	24	80	120	160	0	40	424	$35,184	$0	$0	$0	$0	
* Data Conversion and QA/QC	0	24	40	40	0	0	0	104	$12,224	$0	$0	$0	$0	
SUBTOTAL HOURS/COSTS	0	56	136	168	160	0	40	560	$51,328	$0	$0	$0	$245,000	**$296,000**
4. GIS DATABASE														
* GIS Data Topology QA/QC	0	16	40	120	80	0	0	256	$22,376	$0	$0	$0	$0	
* GIS Data Reference File QA/QC	0	24	40	80	40	0	0	184	$17,944	$0	$0	$0	$0	
* Metadata Documentation	0	8	16	24	0	0	0	48	$5,344	$0	$0	$0	$0	
SUBTOTAL HOURS/COSTS	0	48	96	224	120	0	0	488	$45,664	$0	$0	$0	$0	**$46,000**

B. Services as outlined in Attachment "A", Scope of Work, shall be billed and paid on an hourly basis for actual hours worked. A summary of current hourly billing rates is provided below:

Principal-in-Charge	$185 — $250
Project Manager	$120 — $170
Task Manager	$120 — $150
Senior Level GIS	$85 — $105
Mid Level GIS	$60 — $85
Junior Level GIS	$50 — $70
GIS Programming	$70 — $100
IT/Web Programming	$90 — $120
Contract Admin	$80 — $150
Clerical	$50 — $65

C. A summary of the current Halff unit pricing schedule is provided below:

Unit	Unit Description	Unit of Measure	$ per
REPRODUCTION			
BINDBK	Binding Booklets	Per Set	$5.00
BINDPL	Binding Plans	Per Set	$5.00
COPY1	Copies and Scans – Legal and Letter / B&W	Per Sheet	$0.10
COPY2	Copies and Scans – Oversize (11x17) / B&W	Per Sheet	$0.20
COPY3	Copies and Scans – Legal and Letter / Color	Per Sheet	$0.75
COPY4	Copies and Scans – Oversize (11x17) / Color	Per Sheet	$1.50
PLOT1	Plots – Full Size / B&W	Per Plot	$1.00
PLOT2	Plots – Full Size / Color	Per Plot	$15.00
PLTCSF	Plots – Color – Sq Ft	Per Sq Ft	$2.50
PLTBSF	Plots – B&W – Sq Ft	Per Sq Ft	$0.15
GPS FIELD RECONNAISANCE			
GPS	GPS Field Reconnaissance Equipment	Per Hour	$36.00
GPSHH	GPS Field Reconnaissance Equipment Hand Held	Per Day	$20.00
OTHER			
CD	Burn CD / DVD	Per Each	$10.00
DELIV1	Delivery / Courier in Area	Per Delivery	$15.00
DELIV2	Delivery / Courier Out of Area	Per Delivery	$40.00
EMILES	Unit Based Miles for eExpense	Per Mile	$0.55 *
MISC	Miscellaneous	Per Unit	$1.00
POSTGE	Postage	Per Ounce	$0.45
* or current IRS rate			

D. The ENGINEER plans to utilize two sub-consultants for the field surveying and video inspection tasks in this project. A unit cost breakdown for the field surveying and video inspection tasks is provided below.

(1) Field Survey – Hugo Reed and Associates, Inc.

FIELD SURVEY UNIT COST		
Description	**Unit**	**Rate**
Inlet Survey	EA	$275.00
Manhole Survey	EA	$275.00
Outfall Survey	EA	$275.00

(2) Pipe CCTV Video Inspection and Cleaning – Ace Pipe Cleaning, Inc.

CCTV INSPECTION/CLEANING				
Pipe Size (inches)	**Unit**	**CCTV Rate**	**Light Cleaning**	**Heavy Cleaning**
4	LF	$2.50	$1.95	$2.50
6	LF	$2.50	$2.25	$2.85
10	LF	$2.75	$2.50	$4.50
18	LF	$2.75	$3.00	$16.00
21	LF	$2.75	$3.25	$22.00
24	LF	$2.75	$3.50	$26.00
27	LF	$2.95	N/A	(Note 2)
30	LF	$2.95	N/A	(Note 2)
33 +	LF	$3.25	N/A	(Note 2)

CCTV INSPECTION/CLEANING		
Description	**Unit**	**Rate**
CCTV Reverse Setup Fee	EA	$250.00
CCTV Mobilization	EA	$7,500.00
Pole camera inspection	EA	$250.00
Standby - CCTV Crew	HR	$150.00
Standby - Cleaning Crew	HR	$250.00
Light Traffic Control (per day)	EA	N/C
Major Traffic Control (per day)	EA	$1,200.00
Manhole Inspections	EA	$50.00

NOTES:

1. Light Cleaning is defined as 2 passes with a 120 G.P.M. Jet-Vac
2. Heavy Cleaning is defined as the additional cleaning necessary to obtain a 95% clean pipe. Mechanical cleaning for the removal of "fixed or excessive debris, tap removal" will be negotiated on a case by case basis.
3. Reverse setup fee applies if camera will not traverse entire pipe length and a reverse is applicable
4. Mobilization/Demobilization fees are applicable for unscheduled work stoppages, schedule changes, weather related stoppages, client/owner requested stoppages etc. Scheduled rotations or APC maintenance demobilizations are not billed.
5. Light traffic control is performed by in-house crews with cones and advanced warning devices. This is applicable for residential and light commercial
6. Major traffic control applies for TXDOT or major lane closures that are subcontracted to firms specializing in traffic management.

City of Lubbock, TX
Capital Project
Project Cost Detail
December 6, 2012

Capital Project Number:	8070
Capital Project Name:	Video Inspection of Storm Sewers

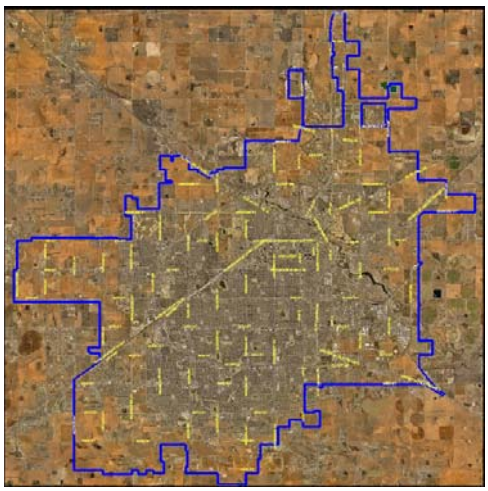
	Budget
Encumbered/Expended	
RJN Group Phase I	$ 1,032,687
Halff Associates Phase II	955,000
Halff Associates Phase III	973,000
Administrative Cost	1,466
Agenda Item December 6, 2012	
Halff Associates Phase IV	600,000
Encumbered/Expended to Date	3,562,153
Estimated Costs for Remaining Appropriation	
Administrative Costs	37,847
Remaining Appropriation	37,847
Total Appropriation	$ 3,600,000

Managing Department **Storm Water Utility**

Project Manager **Mike Keenum**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Video inspection of the City's entire storm water infrastructure conducted in phases, beginning with the downtown area. As the storm water manholes and inlets are video inspected, a survey crew records the exact location and invert elevation of each pipe for the City's Geographic Information System.

Project Justification

Much of the City's storm water system infrastructure, which a large portion is located in the downtown area, is approaching 80 years old. Video inspection increases staff's knowledge of the aging infrastructure and provides important and useful information on pipe conditions and locations. Staff must be able to locate storm water infrastructure for possible leaks or illicit connections in order to remain in compliance with the storm water permit.

Project History

Staff receives many requests to locate storm sewers in areas of construction.

$804,000 was appropriated in the FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.
$598,000 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
$598,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$1.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$600,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Other Activites	6,000	0	0	0	0	0	0	6,000
Other Activities	2,994,000	600,000	0	0	0	0	0	3,594,000
Total Project Appropriation	3,000,000	600,000	0	0	0	0	0	3,600,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
FY 2007 Storm Water Revenue CO's	804,000	0	0	0	0	0	0	804,000
FY 2009 Storm Water Pay-As-You-Go	598,000	0	0	0	0	0	0	598,000
FY 2012 Storm Water Pay-As-You-Go	1,000,000	0	0	0	0	0	0	1,000,000
FY 2013 Storm Water Pay-As-You-Go	0	600,000	0	0	0	0	0	600,000
Storm Water Utility Pay-As-You-Go	598,000	0	0	0	0	0	0	598,000
Total Funding Sources	3,000,000	600,000	0	0	0	0	0	3,600,000

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

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a portion of 66th west of Justice Avenue, located at Justice Avenue and 66th Street.

Item Summary

The ordinance abandons and closes a portion of 66th Street just west of Justice Avenue. The north half of the street has 40 feet of right-of-way and only needs to be 32 feet in width; therefore, the property owner has requested to close 8 feet of the right-of-way. The street closure area will remain a utility easement.

Fiscal Impact

The total area being closed is 6,316.20 square feet. The Right-of-Way Department has valued the closure at $1.75 per square foot, based on adjacent property land values, for a value of $11,053 x 50% easement credit for a total of $5,527 due the City.

All utility companies are in agreement with this street closure.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - 66th Street

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF 66th STREET IN SECTION 36, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING AN EASEMENT FOR UTILITY PURPOSES; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

SECTION 2. THAT an easement is hereby reserved on the property described in Section 1, above, and such easement is reserved and retained for utility purposes with the right of ingress and egress at all times for such purpose, and an easement is also reserved for any and all existing pipelines or other utilities within said property together with all rights appurtenant to the continuation of such utilities.

SECTION 3. 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 4. 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 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

A&C-66th St.,Section 36, Blk AK.ord
10.30.12

EXHIBIT
tabbies
"A"

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

FIELD NOTES on a 0.145 acre tract out of Section 36, Block AK, Lubbock County, Texas further described by Metes and Bounds as follows:

BEGINNING at a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of this tract which bears N 01°47'12" E(Texas North Central Zone Bearing Basis), 32.00 feet and S 88°12'48" E, 912.05 feet from the Southwest corner of Section 36, Block AK;

THENCE N 01°50'28" E, 8 feet to the Northwest corner of this tract;

THENCE S 88°10'18" E, 792.80 feet to the Northeast corner of this tract;

THENCE S 46°48'50" W, 11.32 feet to a corner of this tract;

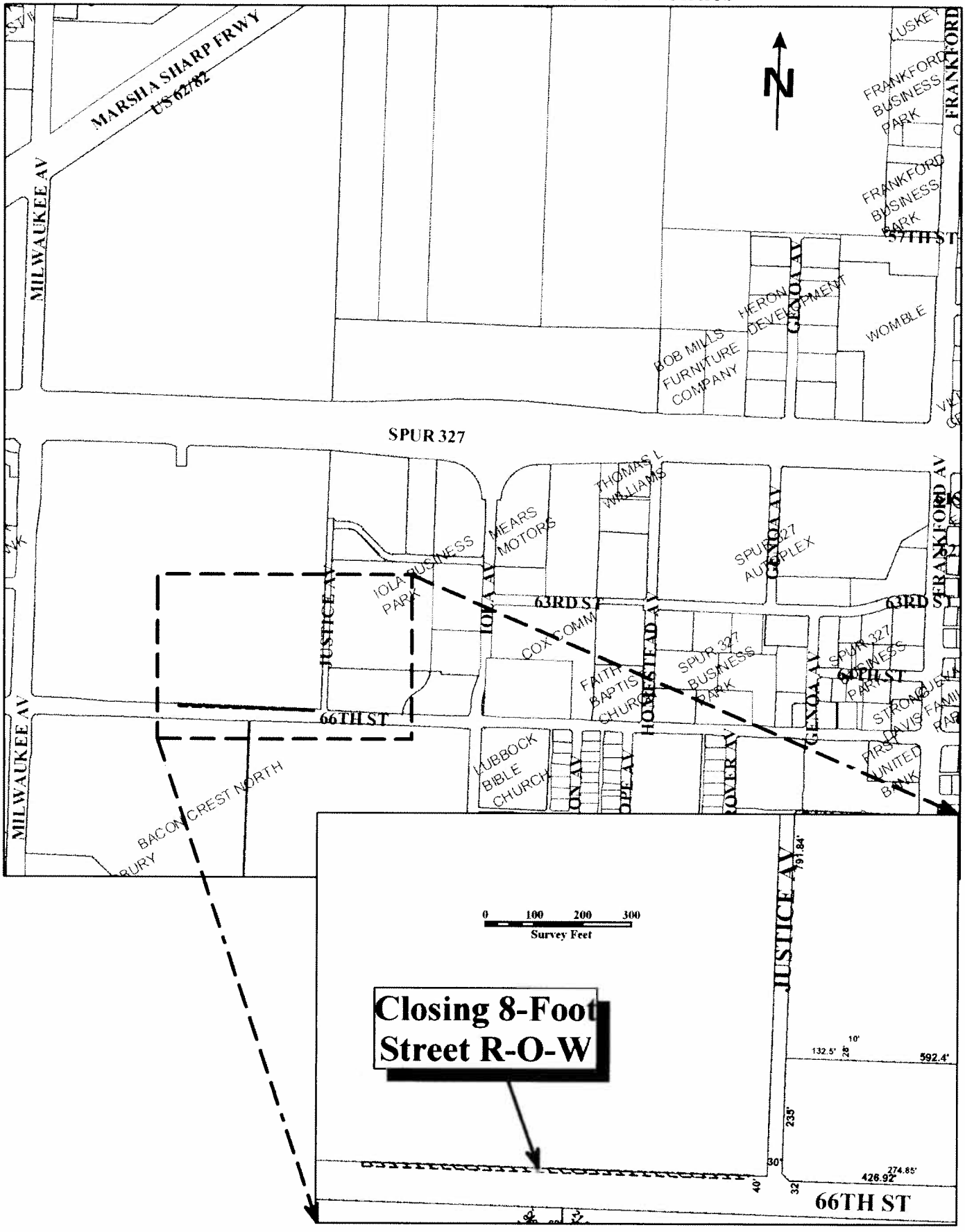
THENCE N 88°12'48" W, 784.80 feet to the PLACE of BEGINNING and containing 0.145 Acres including any Right of Way.

These Notes are based on a survey made on the ground.

J. M. Cieszinski, RPLS # 4460
October 26, 2012

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

Proposed Closing of a Portion of 66th Street
Along the North Right-of-Way Line of 66th Street
Between Justice and Milwaukee Avenues



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

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a transformer pad easement in Lot 6, Portofino Cove Addition, located at 9605 Ithaca Avenue.

Item Summary

This ordinance abandons and closes a transformer pad easement just east of Joliet Avenue and south of Ithaca Avenue. This easement is no longer needed due to re-platting of the lots. Lubbock Power and Light is in agreement with this easement closure.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Portofino Cove Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TRANSFORMER PAD EASEMENT LOCATED IN LOT 6, PORTOFINO COVE ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE: DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

> All of that certain transformer pad easement previously granted to Southwestern Public Service Company on Lot 6, Portofino Cove, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded under County Clerk File Number 2007035496, Official Public Records of Lubbock County, Texas, said easement and related improvements now being owned by Lubbock Power and Light Company.

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

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

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

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

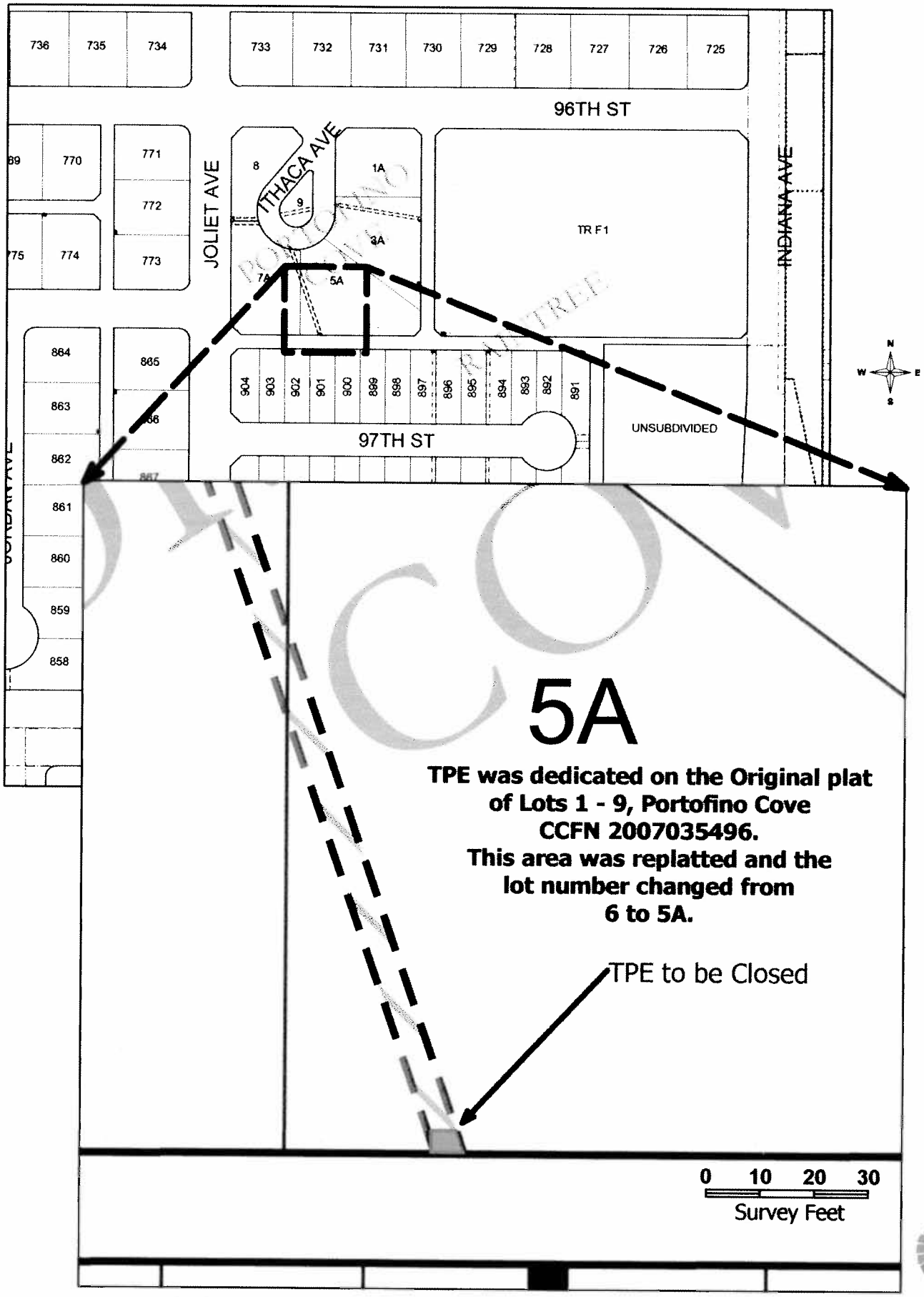
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Easements-Portofino Cove Addn.ord
11.20.12

Proposed Closing of a TPE - Transformer Pad Easement on Lot 5A of Portofino Cove Addition



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

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

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a street use license with Gatewood Apartments L.L.C., to use portions of street right-of-way for private underground water lines, 4300 Canton Avenue.

Item Summary

Gatewood Apartments has requested a street use license to install 17 private underground water lines for a sprinkler system in the Modern Manner Addition. All street crossings will be installed by boring under the street. There will be a total of 1,659 square feet encroachment into the right-of-way.

The charge for 1,659 square feet encroachment is $647 payable in advance for the first 5-year term and each successive 5-year term not to exceed 20 years.

All underground utility providers are agreement with the license.

Fiscal Impact

$129 annual revenue to the General Fund.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Gatewood Apartments

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License, by and between the City of Lubbock and Gatewood Apartments, L.L.C., and all related documents. Said License 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 _____, 2012.

_____
GLEN C. ROBERTSON

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher
_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

cw/ccdocs/St Use Lic- Gatewood Apartments LLC
11.5.2012

STREET USE LICENSE

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This License made this _____ day of _____, 2012, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **Gatewood Apartments, L.L.C.,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street to construct private underground waterlines described in attached Exhibits "A, B, C, D, E, F, G, H, I." All work by LICENSEE to construct, lay, maintain, inspect, operate, replace, change, test, alter, access or remove the private underground waterlines under any street must be done by boring or other method so as to not use the surface of any street, as LICENSEE has no right, use or privilege to enter upon the surface of the street in regard to its waterlines.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for a successive five (5) year term not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party sixty (60) days before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **4300 Canton, Lubbock, Texas, 79413,** or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of SIX HUNDRED FORTY SEVEN AND NO/100 ($647.00) DOLLARS cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the license.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this license or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a certificate of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insured, said policy covering the uses herein granted.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this License. No interest for real property is conveyed or granted by this License.

9. The CITY OF LUBBOCK 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 OF LUBBOCK 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.

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this _____ day of _____, 2012.

GATEWOOD APARTMENTS, L.L.C.

By: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **GLEN C. ROBERTSON,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2012.

_____

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Kyle Paul, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said **Gatewood Apartments, L.L.C.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of November, 2012.

Davy M Booher

Notary Public in and for the State of Texas

My Commission Expires: 12-16-2014

DAVY M. BOOHER
Notary Public, State of Texas
My Commission Expires 12-16-2014

cw/cityatt/Georgia/Licenses/Street Use Lic- Gatewood Apartments LLC
11.5.2012

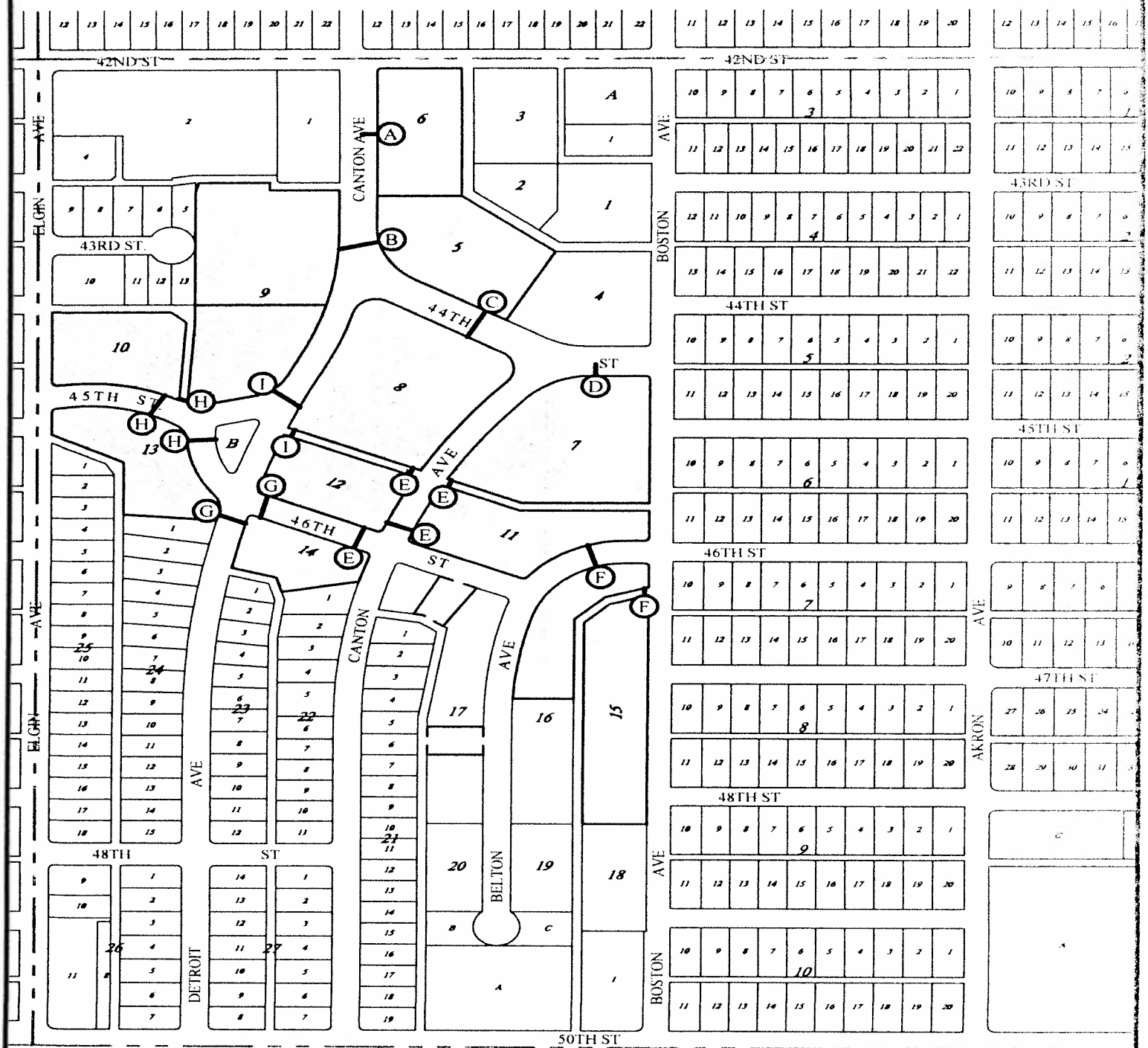
SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

Scale : 1"=300'



NOTES:

- ⊕ - CUT "X" IN CONCRETE
- ● - CUT "CROW'S FOOT" IN CONCRETE
- ● - SET 1/2" IRON ROD WITH CAP
- ⊙ - FOUND 1/2" IRON ROD WITH CAP
- ○ - FOUND 1/2" IRON ROD
- □ - FOUND 1/2" SQUARE TUBE
- ● - FOUND 3/8" IRON ROD
- ⊗ - FOUND "X" CUT IN CONCRETE
- △ - FOUND RAILROAD SPIKE

ALL CORNER MONUMENTS SHOWN HEREON ARE AS INDICATED ON THE ALTA SURVEY OF THIS AREA DATED JULY 12, 2012.

Ⓐ - EXHIBIT LABEL

N

Sheet 1 of 10

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-5642 FAX : (806) 763-5601

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

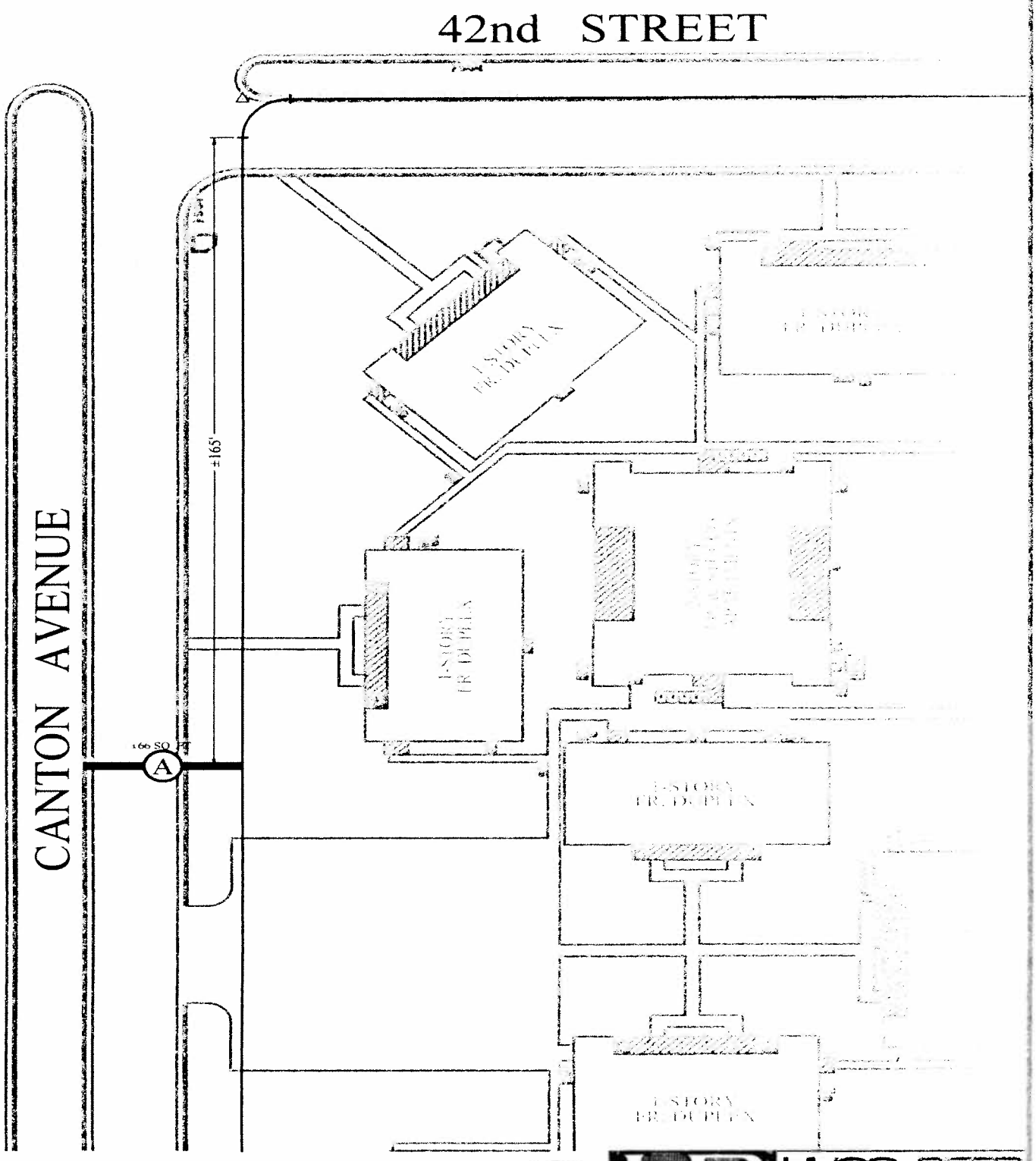
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

Scale : 1"=30'

EXHIBIT "A"



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-3942 FAX : (806) 763-3...

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

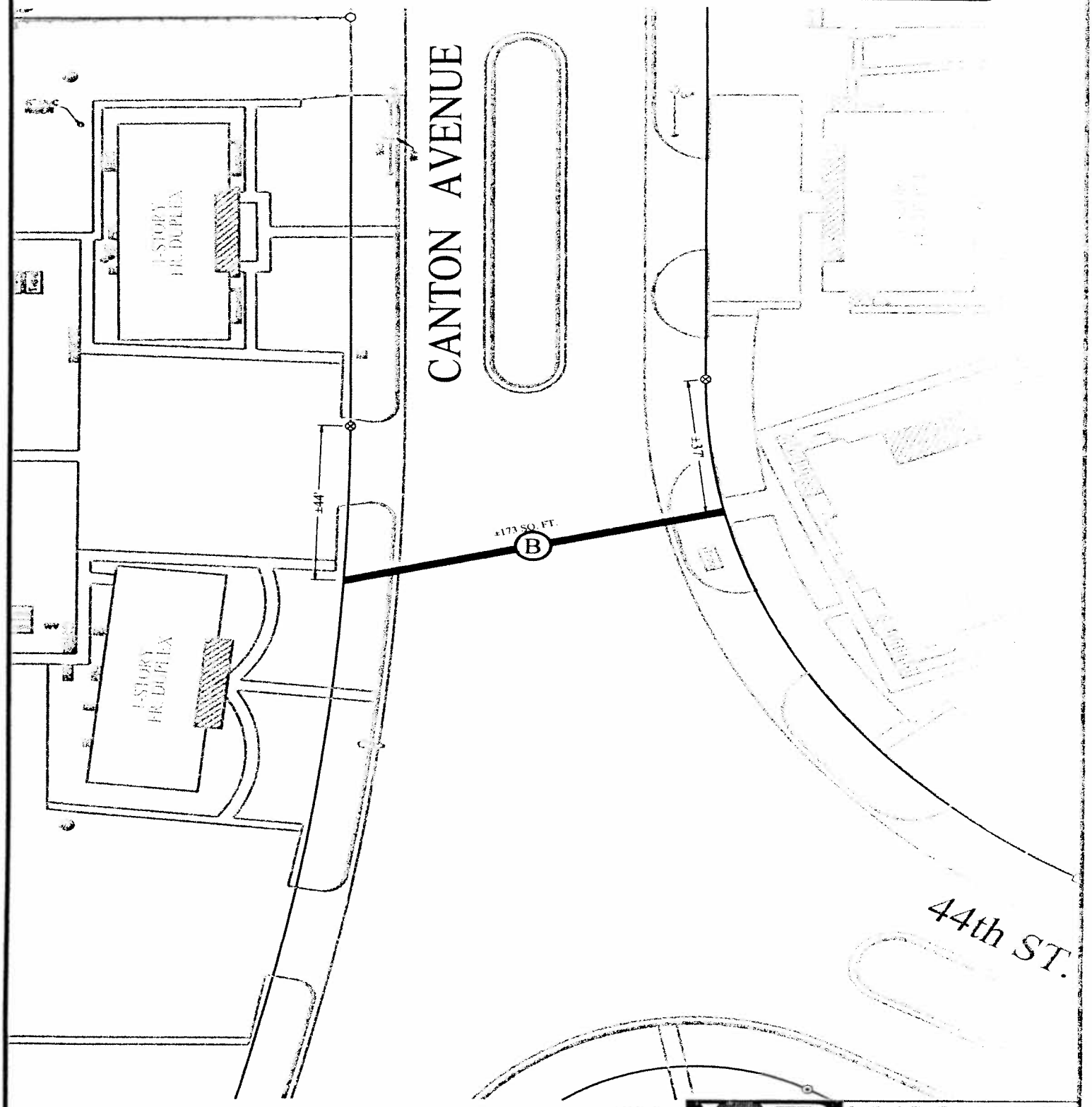
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

Scale : 1"=30'

EXHIBIT "B"



Sheet 3 of 10 Exhibit B

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE : (806) 763-5642 FAX : (806) 763-8201

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

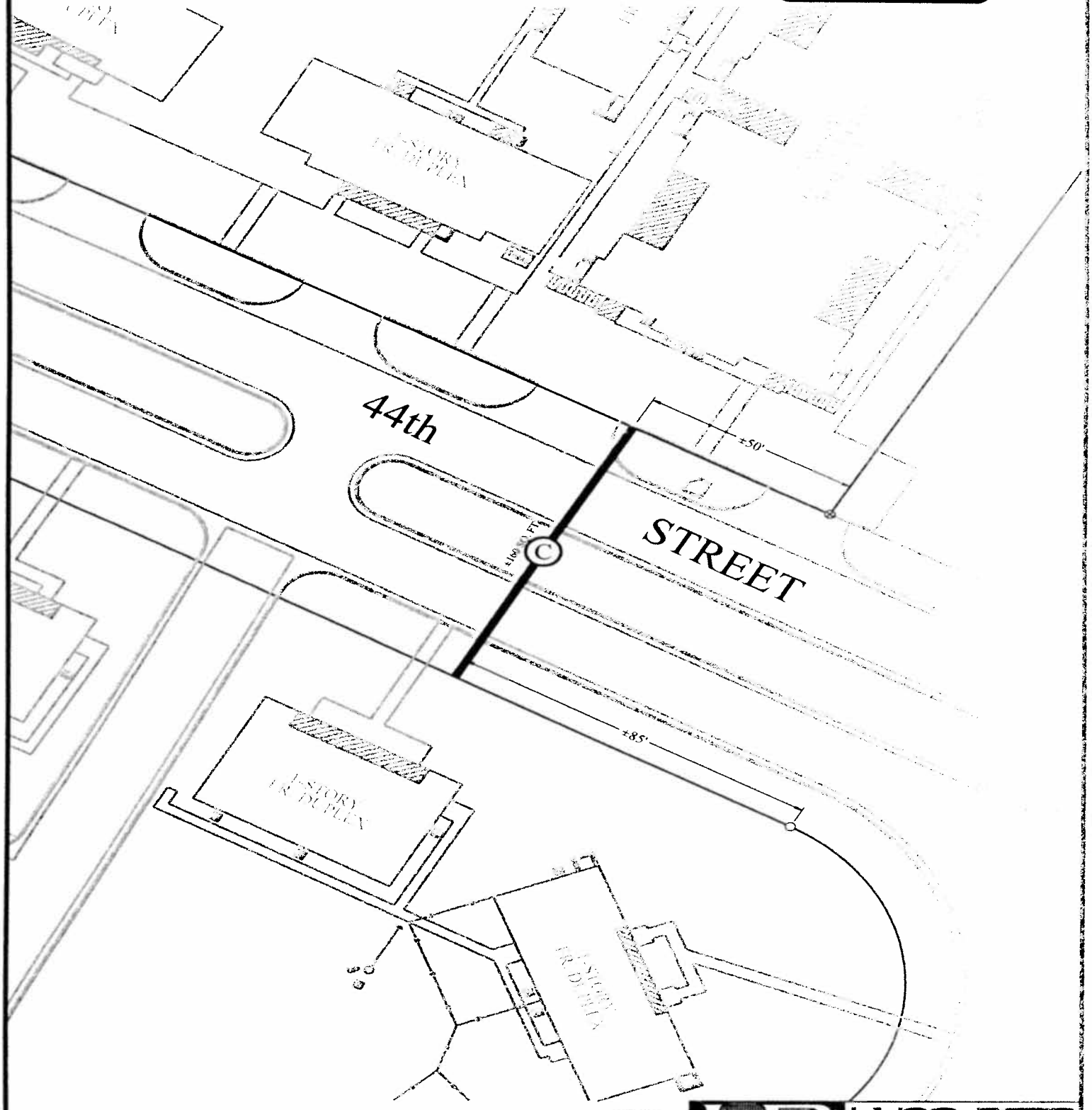
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

EXHIBIT "C"

Scale : 1"=30'



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
1601 AVENUE N
CIVIL ENGINEERS
LUBBOCK, TEXAS 79401
PHONE : (806) 763-5642 FAX : (806) 763-3651

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

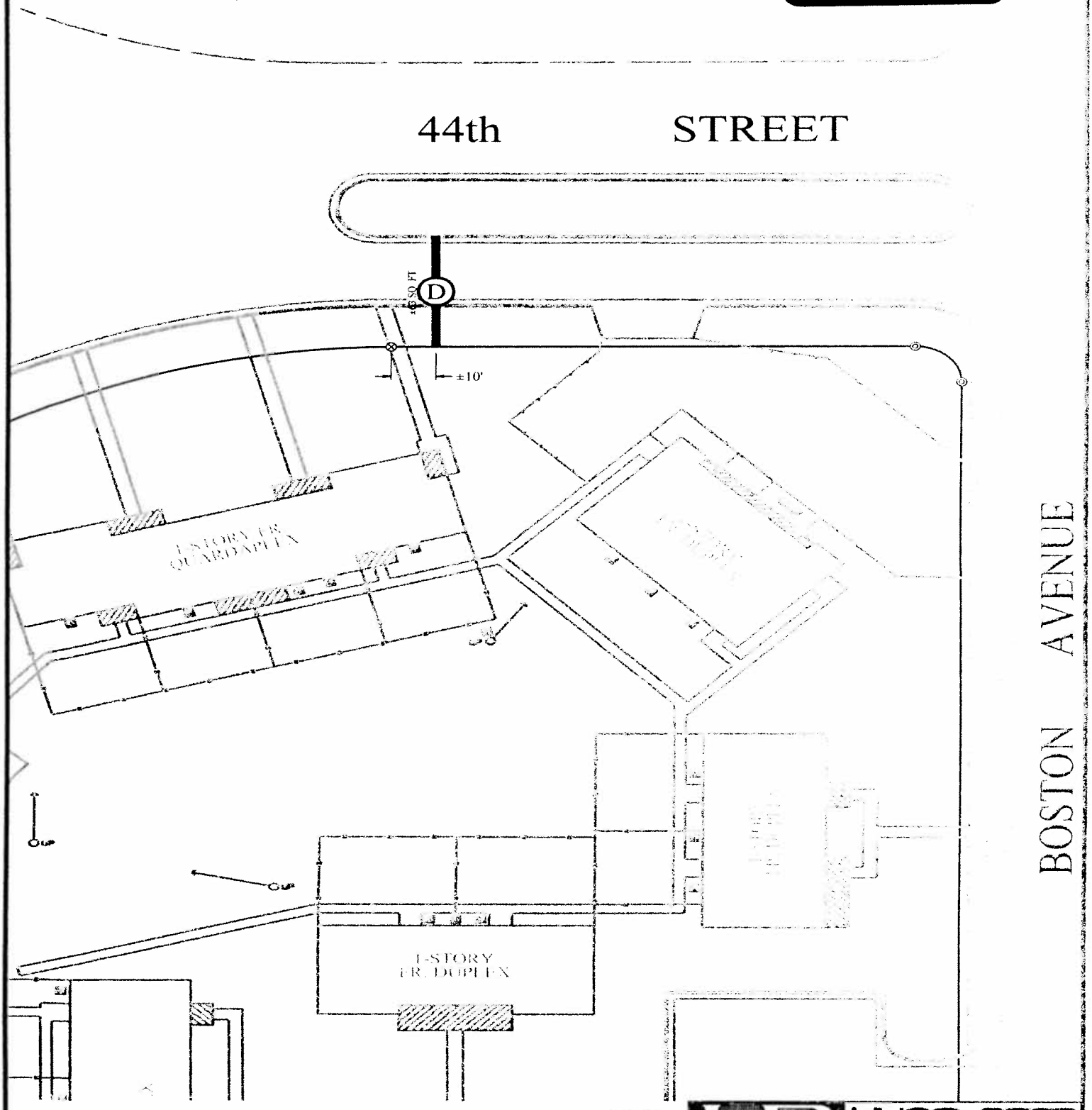
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

Scale : 1"=30'

EXHIBIT "D"



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-8642 FAX : (806) 763-[illegible]

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

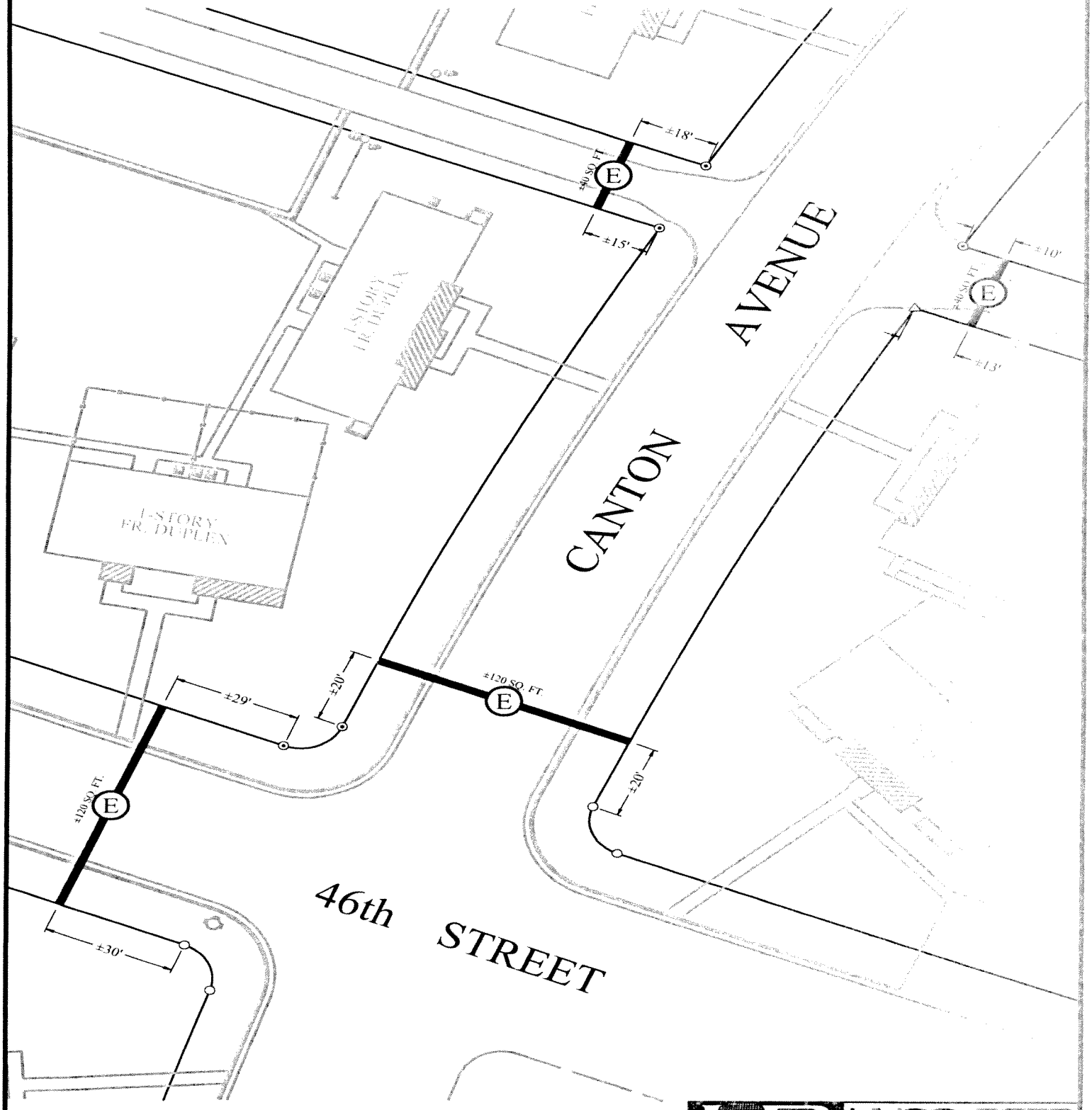
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

EXHIBIT "E"

Scale : 1"=30'



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-5642 FAX : (806) 763-3991

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

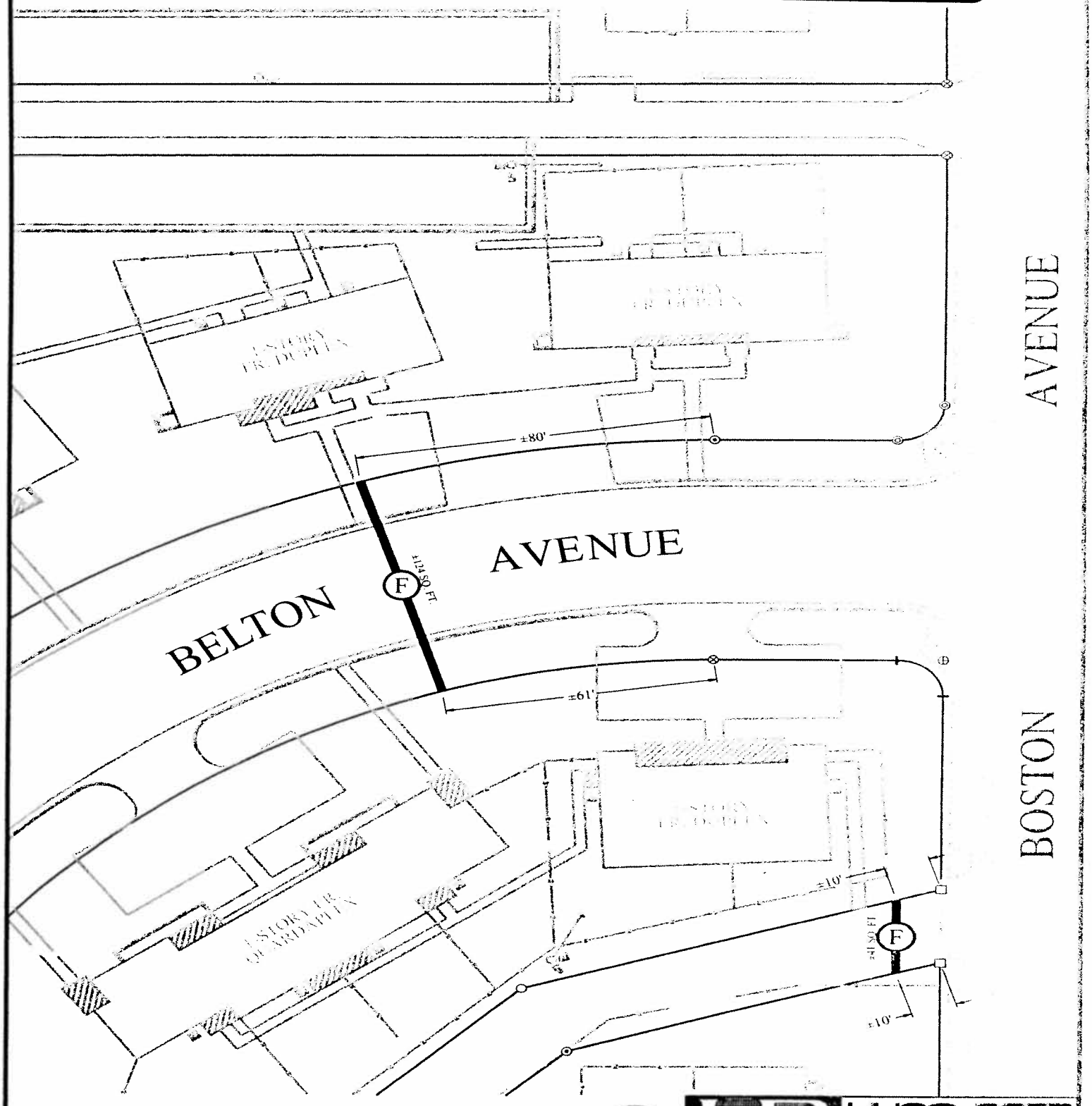
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

EXHIBIT "F"

Scale : 1"=30'



Sheet 7 of 10 Exhibit F

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-5642 FAX : (806) 763-8581

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

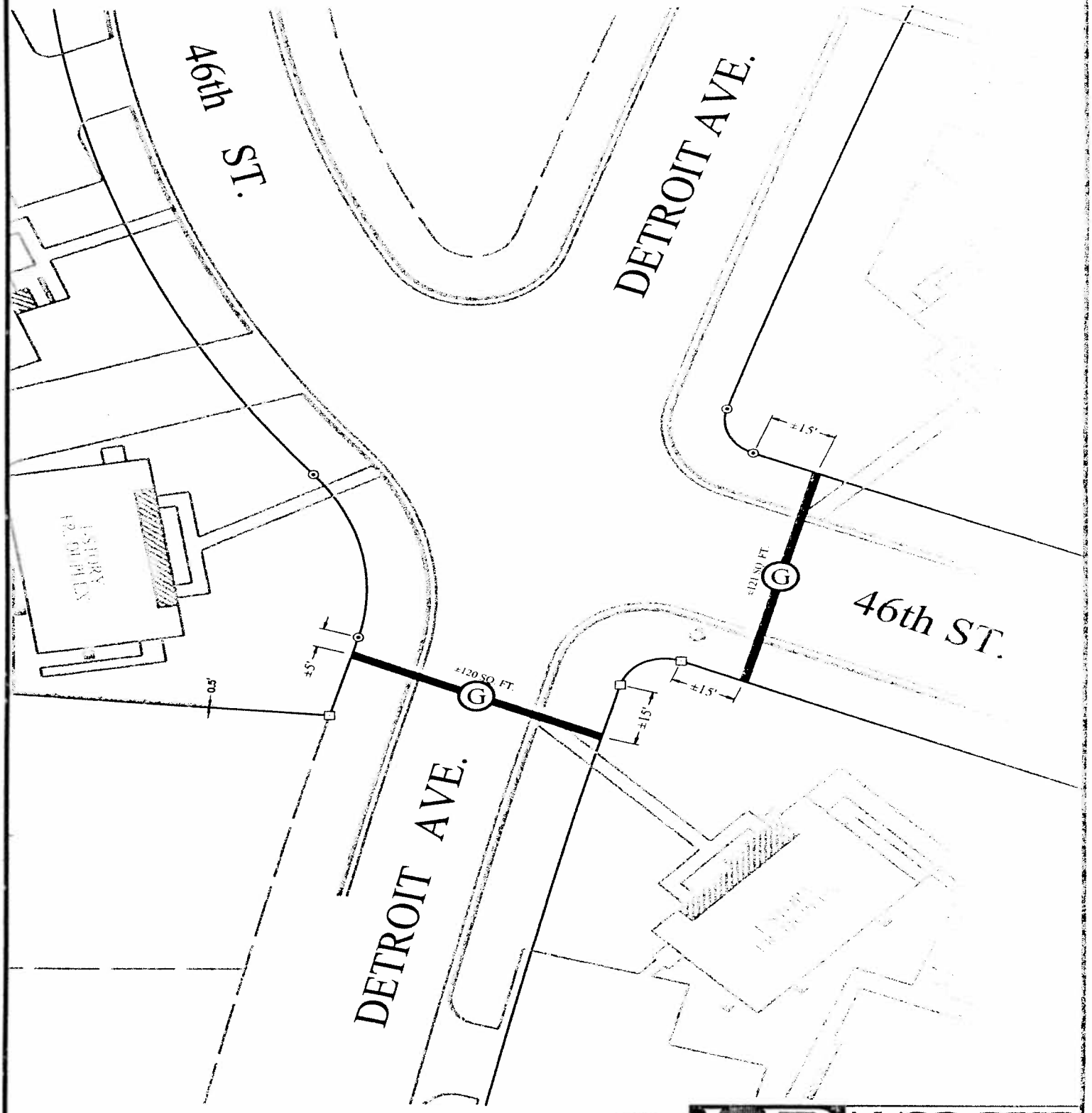
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

EXHIBIT "G"

Scale : 1"=30'



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-5642 FAX : (806) 763-8491

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

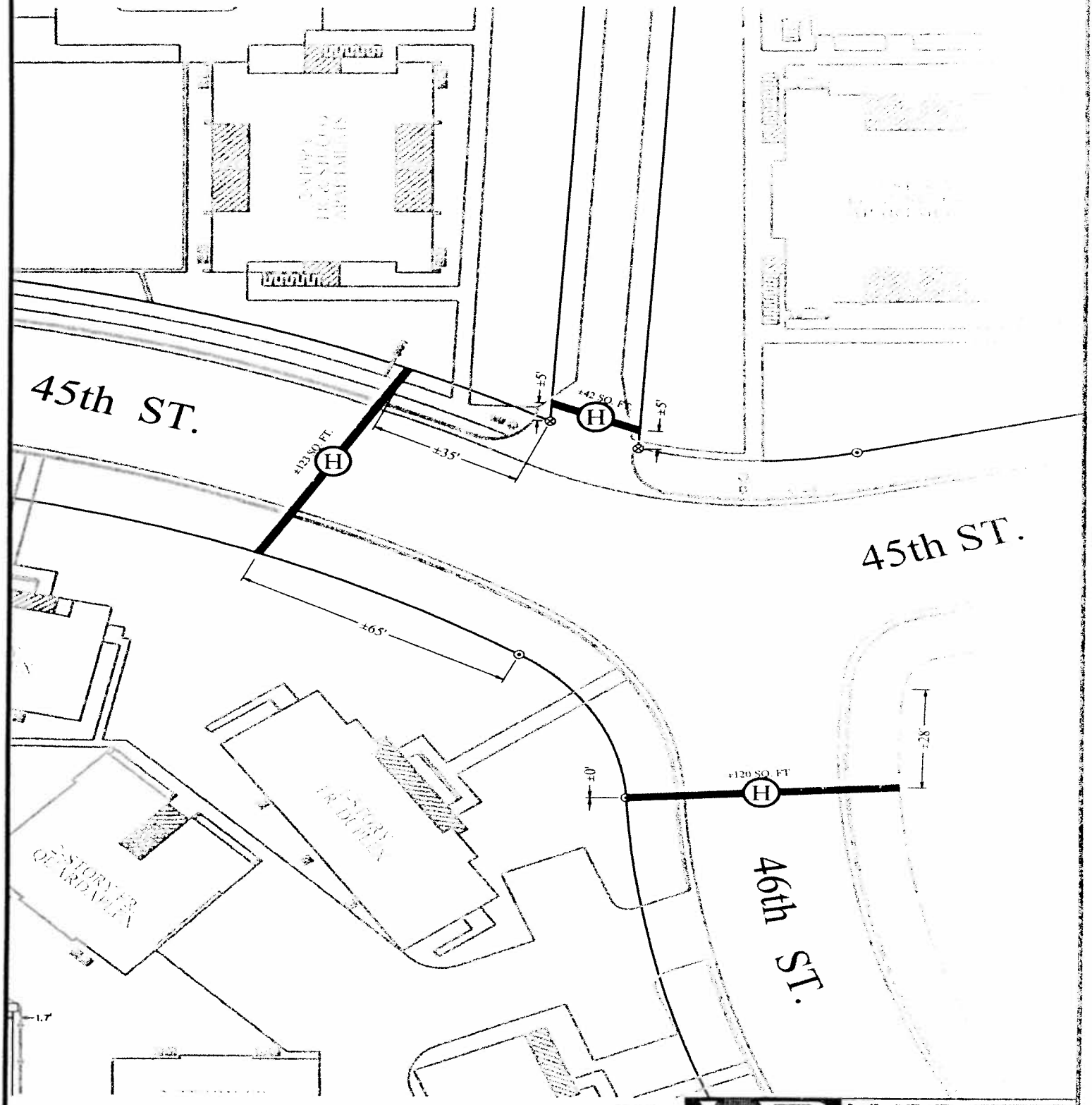
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

GATEWOOD APARTMENTS

EXHIBIT "H"

Scale : 1"=30'



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-5642 FAX : (806) 763-3498

SKETCH SHOWING PROPOSED STREET USE LOCATIONS
FOR BLOCKS 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16 & 17

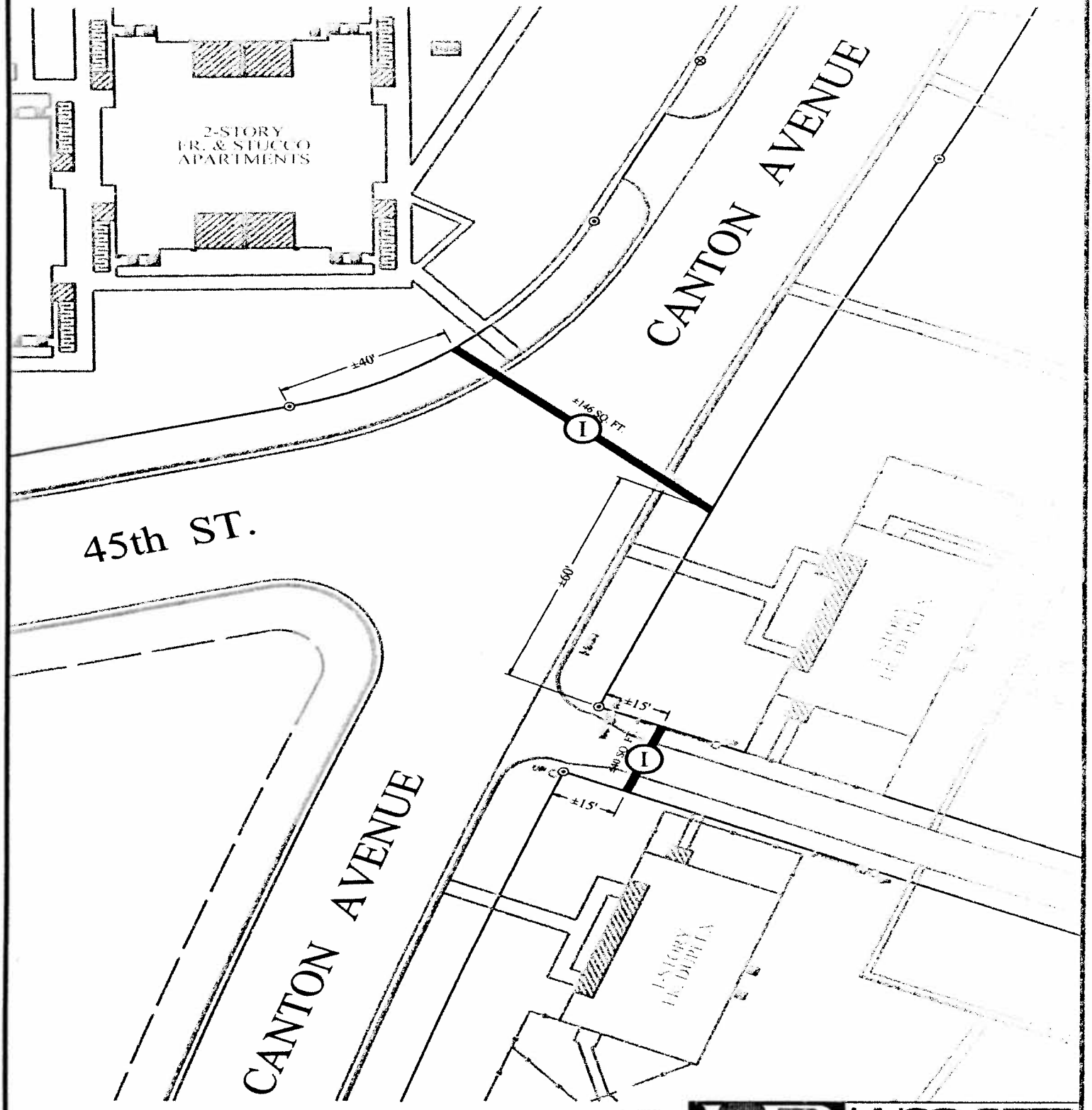
MODERN MANORS ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

EXHIBIT
I

GATEWOOD APARTMENTS

Scale : 1"=30'



N

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-5612 FAX : (806) 763-3491

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

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2012-O0135 abandoning and closing two drainage easements located in Section 36, Block AK, Lubbock County, Texas, 6301 Spur 327.

Item Summary

On November 29, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes two drainage easements in Section 36, Block AK, located just east of Milwaukee Avenue and south of Spur 327. The owner of the property, High Impact Properties, has requested the easement closures. The easements are no longer needed in this area and new drainage easements will be dedicated to replace the closures.

The Public Works Engineering Department is in agreement with these two drainage easement closures.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Sect. 36, Blk. AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO DRAINAGE EASEMENTS, LOCATED IN SECTION 36, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-DEasement,Section 36, BLK AK.ord
11.13.2012

HUGO REED AND ASSOCIATES, INC.
1601 Avenue N / Lubbock, Texas 79401 / 806/763-5642 / FAX 806/763-3891

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT
tabbies "A"

METES AND BOUNDS DESCRIPTION of a 3.768 acre tract being a proposed drainage easement located in Section 36, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at 1/2" iron rod with cap set for the Southwest corner of this tract which bears N. 01°44'49" E. a distance of 1,367.76 feet and S. 88°15'11" E. a distance of 70.00 feet from a 1/2" iron rod found at the Southwest corner of said Section 36;

THENCE N. 01°44'49" E. a distance of 100.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract;

THENCE S. 88°10'06" E., 75.00 feet Southerly of and parallel with the South right-of-way line of Spur 327, a distance of 1641.20 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract;

THENCE S. 01°47'35" W. a distance of 100.00 feet to 1/2" iron rod with cap set for the Southeast corner of this tract;

THENCE N. 88°10'06" W. a distance of 1,641.12 feet to the Point of Beginning.

Bearings relative to Texas Coordinate System, NAD 83, (CORS96)
Distances are surface, U.S. Survey Feet.

Surveyed on the ground,
April 8, 2005

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

LICENSED STATE LAND SURVEYOR
TEXAS

S

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.

1601 Avenue N / Lubbock, Texas 79401 / 806/763-5642 / FAX 806/763-3891

Bernard J. Gradel, Jr., P.E., R.P.L.S., President
Dana M. Grace, C.F.O.
Daniel E. Martinez, R.P.L.S., Vice-President
Stevan M. Coleman, P.E., Vice-President
Robert A. Christopher, R.P.L.S.
Roger Gras, P.E.
Brent Carroll, R.P.L.S.
Jason L. Swofford, P.E.

Tommie E. Anderson, R.P.L.S., 1938-2000

EXHIBIT "B"

tabbies

Drainage Easement

METES AND BOUNDS DESCRIPTION for a 3.551 acre tract of land located in Section 36, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a ½" iron rod with cap set which bears N. 89°59' W., 2917.50 feet and North 950.74 feet from the Southeast corner of Section 36, Block AK, Lubbock County, Texas;

THENCE West a distance of 140.00 feet to a ½" iron rod with cap set;

THENCE North a distance of 462.61 feet to a point;

THENCE N. 86°41' W. a distance of 293.65 feet to a point;

THENCE S. 84°06'37" W. a distance of 99.96 feet to a point;

THENCE S. 00°00'34" E. a distance of 291.08 feet to a ½" iron rod with cap set;

THENCE West a distance of 45.00 feet to a ½" iron rod with cap set;

THENCE N. 45°00'17" W. a distance of 21.22 feet to a ½" iron rod with cap set;

THENCE West a distance of 30.00 feet to a ½" iron rod with cap set in the East line of that tract of land described in Volume 174, Page 584, Deed Records of Lubbock County, Texas;

THENCE N. 00°00'34" W., along the East line of said described tract, a distance of 397.49 feet to a 3/8" iron rod found in the South right-of-way line of Spur 327;

THENCE S. 86°41' E., along the South right-of-way line of Spur 327, a distance of 623.65 feet to a ½" iron rod with cap set;

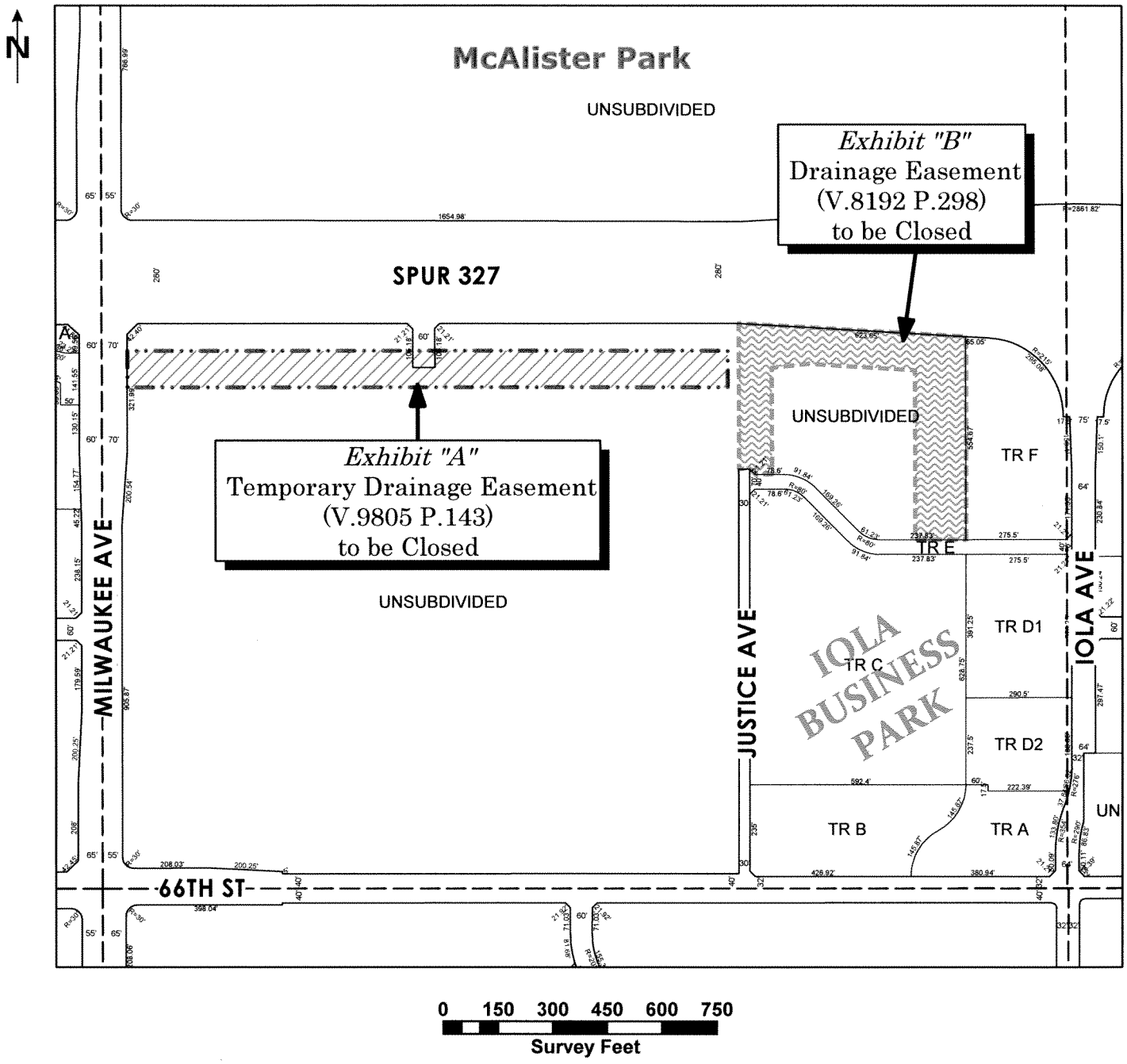
THENCE South a distance of 554.67 feet to the Point of Beginning.

October 16, 2002

Daniel E. Martinez
Registered Professional Land Surveyor
State of Texas No. 4515

STATE OF TEXAS
REGISTERED
DANIEL E. MARTINEZ
4515
PROFESSIONAL
LAND SURVEYOR

Proposed Closing of 2 Drainage Easements:
(A) 100' wide Temporary Drainage Easement (V.9805 P.143)
and (B) Drainage Easement (V.8192 P.298)
Located South of Spur 327 Between Milwaukee and Iola Avenues



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

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

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2012-O0138 abandoning and closing a portion of a drainage easement located in Tract A, Tuscany Place, an addition to the City of Lubbock, Texas, 6312 73rd.

Item Summary

On November 29, 2012, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a 6.9 feet x 29 feet portion of a drainage easement located in Tract A, Tuscany Place Addition. The easement closure is due to an encroachment of a building into the easement and will not affect storm water flow.

The Public Works Engineering Department is in agreement with closing a portion of the easement.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Tuscany Place

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A DRAINAGE EASEMENT, LOCATED IN TRACT A, TUSCANY PLACE, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement portion 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 portion 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 C. 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, Tract A Tuscany Place.ord
11.14.2012

EXHIBIT
"A"

ABACUS ENGINEERING SURVEYING
2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

FIELD NOTES on a 0.005 acre tract out of Tract A, Tuscany Place, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Lubbock County Clerk File Number 2011036296, being further described by metes and bounds as follows:

BEGINNING at a point in the Northeast line of a drainage easement for the most easterly corner of this tract which bears East, 225.17 feet and North, 120.80 feet from the Northwest corner of Tract A, Tuscany Place, said BEGINNING POINT bears S 44° 56' 58" E, 1 foot from the intersection of said drainage easement line and a building wall;

THENCE S 45°03'02" W, 1 foot Southeast of an parallel to said wall, at 3.9 feet pass the projected Southwest Wall of said building, in all 6.90 feet to the most Southerly corner of this tract;

THENCE N 44°56'58" W, on a line 3 feet Southwesterly of and parallel to the Southwest wall of said building, 28.99 feet to the most Westerly corner of this tract;

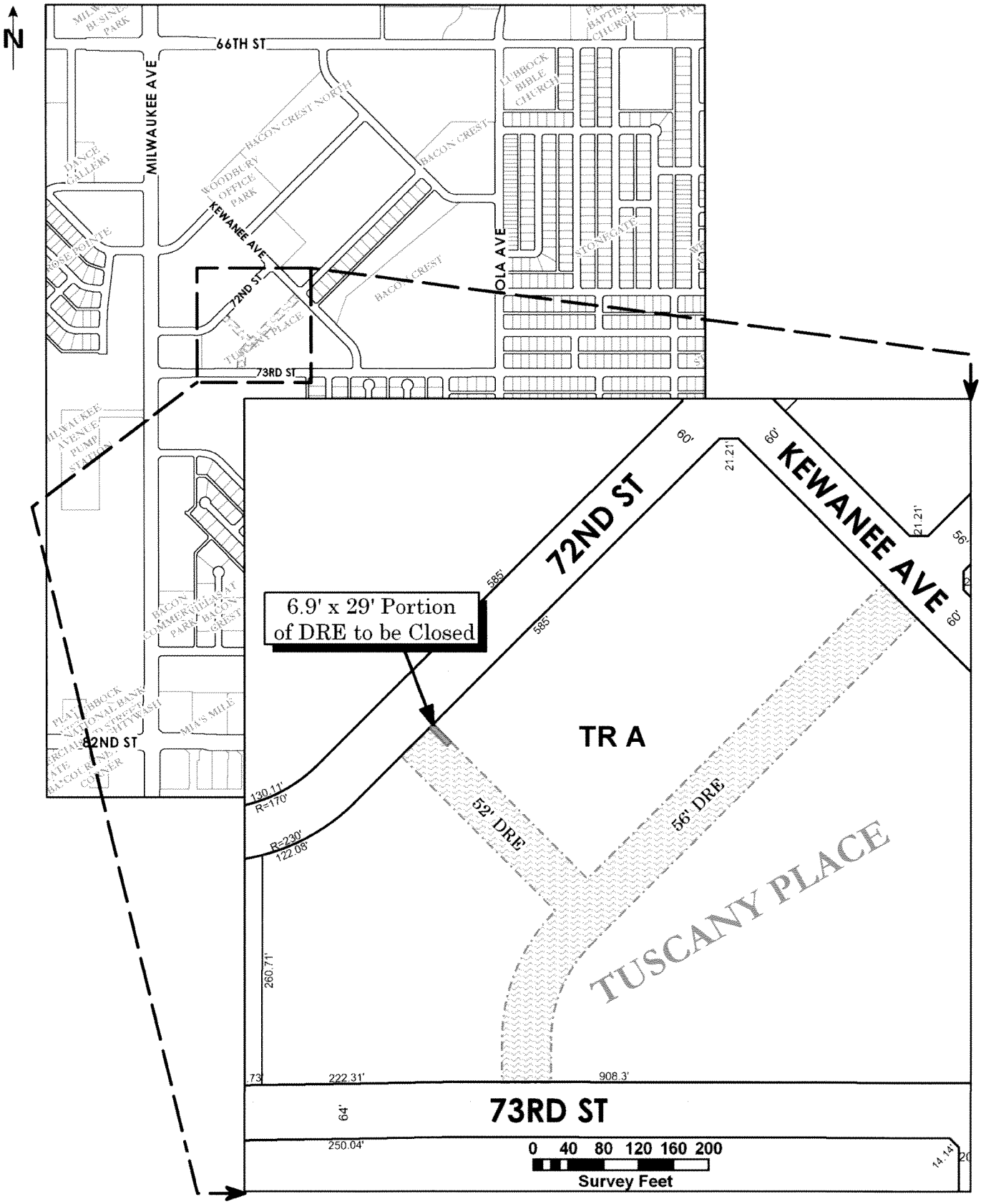
THENCE N 45°01'18" E, 6.90 feet to the most Northerly corner of this tract;

THENCE S 44°56'58" E, 29.00 feet to the PLACE of BEGINNING containing 0.005 Acres.

These Notes are based on a survey made on the ground.
Jonathan M. Cieszinski, RPLS 4460
November 14, 2012

STATE OF TEXAS
REGISTERED
J.M. CIESZINSKI
4460
PROFESSIONAL
LAND SURVEYOR

Proposed Closing of a Portion of a Drainage Easement Located in Tract A, Tuscany Place Addition



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

Regular City Council Meeting **5. 12.**

Meeting Date: 12/06/2012

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Job Order Contract 13-11052-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the Garden and Arts Center Texas Accessible Standards (T.A.S.) and interior upgrades.

Item Summary

The Garden and Arts Center was constructed in the late 1950s. This project will bring the facility into T.A.S. compliance. The interior will be renovated with new floor covering, new electrical lighting, re-stained wood wall/ceiling surfaces, new ADA compliant multi-sex restroom, new bride's changing room, and new acoustical soundproofing in the auditorium. The work will be in accordance with plans and specifications written and stamped by JDMA Architects and BSA Consulting Engineers, PLLC.

The $289,886 contract with Minnix Commercial Partners, Ltd., of Lubbock, Texas, is made through BuyBoard Contract No. 2012 Area J - MCP, 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.

Time for completion is 176 working days with liquidated damages of $100 per working day.

Fiscal Impact

$433,500 is appropriated in Capital Improvement Project 92263, Garden and Arts Center Renovations, with $289,886 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Minnix

Budget Detail

CIP Details - GAC

Plans - GAC

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. 13-11052-JOC for Garden and Arts Center T.A.S. and interior upgrades, 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:ccdocs/RES.Contract-Minnix
November 27, 2012

Work Order Signature Document

BUYBOARD EQIQC Contract No.: 2012 Area J - MCP

☐ New Work Order ☐ Modify and Existing Work Order

Work Order Number: 013837.00 Work Order Date: 11/20/2012

Work Order Title: Garden and Arts Center T.A.S. and Interior Upgrades

Owner Name:	City of Lubbock	Contractor Name:	Minnix Commercial Partners, Ltd.
Contact:	George Lisenbe	Contact:	Keenan Davis
Phone:	(806) 775-3000	Phone:	(806) 798-7335

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. 2012 Area J – MCP.

Brief Work Order Description:
Garden and Arts Center T.A.S. and Interior Upgrades

Time of Performance ***176 Working Days. Liquidated Damages $100 per working day.***

Work Order Number	Location	Amount of Contract
013837.00	4215 University Avenue	$289,885.94

CITY OF LUBBOCK

Glen C. Robertson, Mayor

Keenan Davis, Project Manager
Minnix Commercial Partners, Ltd.

Attest: _____
Rebecca Garza, City Secretary

Owner's Representative

Wesley Everett, Director of Facilities

APPROVED AS CONTENT:

Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

Assistant City Attorney

BuyBoard Cooperative Purchasing

EZIQC THE GORDIAN GROUP

Detailed Scope of Work

To: Keenan Davis
Minnix Commercial Partners, LTD
PO Box 64895
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From: George Lisenbe
City of Lubbock
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Date Printed: November 20, 2012

Work Order Number: 013837.00

Work Order Title: City of Lubbock - Garden and Arts Center T.A.S and Interior Upgrades

Brief Scope: Garden and Arts Center T.A.S and Interior Upgrades

☐ **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.

Minnix Commercial Partners proposes the following work to be performed at the Garden and Arts Center:

Complete work per plans and specifications dated August 30, 2012 by JDMA, Inc. Architects and BSA Consulting Engineers, PLLC.
Plan sheets include the following:
SP1.0 Site Plan-Demolition
SP1.1 Site Plan-New
A1.0 Demolition Floor Plan
A1.1 New Floor Plan, Finish Schedule
A1.2 Reflected Ceiling Plans
A2.0 Interior Elevations
A3.0 Door Schedule, Misc. Details
M1.0 Plumbing Plan, Mech. Plan, Details
M2.0 Mech. Specifications
ED1.0 Electrical - Demolition
E1.0 Electrical Plan
E2.0 Electrical Specifications

Due to asbestos abatement, Alternate #3 and Room 124 are included in base bid. Floor in Room 125 will also be painted.

Alternates 1, 2, 3, 4, and 5 are included in this proposal

Contractor's Price Proposal CSI - Summary

Date: November 20, 2012

Re:
IQC Master Contract #: 2012 Area J - MCP
Work Order #: 013837.00
Owner PO #:
Title: City of Lubbock - Garden and Arts Center T.A.S and Interior Upgrades
Contractor: Minnix Commercial Partners, LTD
Proposal Value: $289,885.94

No Section Input	**$50,610.00**
01 - General Requirements	**$39,358.21**
02 - Site Work	**$1,472.03**
03 - Concrete	**$5,734.00**
06 - Wood, Plastic, and Composites	**$6,351.69**
07 - Thermal & Moisture Protection	**$359.90**
08 - Openings	**$21,600.11**
09 - Finishes	**$81,066.88**
10 - Specialties	**$963.49**
11 - Equipment	**$2,013.13**
22 - Plumbing	**$5,628.82**
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	**$7,677.88**
26 - Electrical	**$52,255.79**
32 - Exterior Improvements	**$14,794.01**
Proposal Total	**$289,885.94**

Contractor's Price Proposal CSI - Detail

Date: November 20, 2012

Re:
IQC Master Contract #: 2012 Area J - MCP
Work Order #: 013837 00
Owner PO #:
Title: City of Lubbock - Garden and Arts Center T.A.S and Interior Upgrades
Contractor: Minnix Commercial Partners, LTD
Proposal Value: $289,885.94

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

No Section Input

1	90 00 00 19			SF	Corian Countertop								$3,186.00
			NPP	Installation		Quantity		Unit Price		Factor		Total	
						40.00	x	79.65	x	1.0000	=	3,186.00	
2	90 00 00 20			SF	Vinyl Plank Wood Flooring								$37,464.00
			NPP	Installation		Quantity		Unit Price		Factor		Total	
						5,575.00	x	6.72	x	1.0000	=	37,464.00	
3	90 00 00 21			SF	Acoustical Wall Tile Glued On								$9,960.00
			NPP	Installation		Quantity		Unit Price		Factor		Total	
						1,500.00	x	6.64	x	1.0000	=	9,960.00	

Subtotal for No Section Input **$50,610.00**

01 - General Requirements

4	01 22 20 00 0006			HR	CarpenterTasks 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.								$11,025.02
				Installation		Quantity		Unit Price		Factor		Total	
						270.00	x	33.47	x	1.2200	=	11,025.02	
					General Demo and Miscellaneous carpentry work.								
5	01 22 20 00 0010			HR	ElectricianTasks 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.								$9,638.98
				Installation		Quantity		Unit Price		Factor		Total	
						240.00	x	32.92	x	1.2200	=	9,638.98	
					Demo and tracing of electrical.								
6	01 22 20 00 0024			HR	PlumberTasks 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.								$3,493.65
				Installation		Quantity		Unit Price		Factor		Total	
						85.00	x	33.69	x	1.2200	=	3,493.65	
					Demo of floor in restrooms and other misc. piping and ducting demo.								
7	01 22 20 00 0038			HR	WelderTasks in the CTC include appropriate costs to cover labor. These items will be requested specifically by the owner for miscellaneous work not covered in the CTC.								$950.62
				Installation		Quantity		Unit Price		Factor		Total	
						20.00	x	38.96	x	1.2200	=	950.62	
					Welding new mullions and frames onsite.								
8	01 22 23 00 0054			MO	30' Electric, Scissor Platform Lift								$4,289.37
				Installation		Quantity		Unit Price		Factor		Total	
						4.00	x	878.97	x	1.2200	=	4,289.37	
					2 lifts for 2 months each. Electrical and staining.								

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01 - General Requirements

9	01 45 23	00 0190		EA	Prestress Wire, 1/2" Maximum, ASTM A421							$7,538.38
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					100.00		61.79		1.2200		7,538.38	
10	01 74 19	00 0015		EA	40 CY Dumpster (5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.							$2,422.19
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					5.00		397.08		1.2200		2,422.19	

Subtotal for 01 - General Requirements **$39,358.21**

02 - Site Work

11	02 41 19	13 0029		LF	Saw Cut Concrete Slab Or Paving Up To 4" Depth							$768.60
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					500.00		1.26		1.2200		768.60	
12	02 82 00	00 0004		EA	10 To 20 LF Pipe Insulation, Up To 6" Diameter							$703.43
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					2.00		288.29		1.2200		703.43	

Subtotal for 02 - Site Work **$1,472.03**

03 - Concrete

13	03 15 16	00 0012		LF	1/2" x 4" Premolded Felt Asphalt Expansion Joint, In Slabs Or Walls							$610.00
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					500.00		1.00		1.2200		610.00	
14	03 54 00	00 0005		SF	3/4" Thick Self Leveling Cementitious Underlayment For Floors Including Surface Preparation							$5,124.00
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					1,000.00		4.20		1.2200		5,124.00	

Subtotal for 03 - Concrete **$5,734.00**

06 - Wood, Plastic, and Composites

15	06 22 13	00 0017		LF	1" x 2" White Pine Dentil Molding							$732.00
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					300.00		2.00		1.2200		732.00	
16	06 22 13	00 0017	0052		For Curved Surfaces With A 2'-0" Maximum Radius, Add							$113.46
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					300.00		0.31		1.2200		113.46	
17	06 44 39	00 0066		EA	12" Roman Ionic Capital And Base							$608.62
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					3.00		166.29		1.2200		608.62	
18	06 46 36	00 0385		LF	3/4" x 2-1/2" Custom Shaped Maple							$330.86
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					120.00		2.26		1.2200		330.86	
19	06 46 36	00 0618		LF	1-1/4" x 3-1/2" Custom Shaped White Pine							$4,206.56
			Installation		Quantity	x	Unit Price	x	Factor	=	Total	
					800.00		4.31		1.2200		4,206.56	

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06 - Wood, Plastic, and Composites

20	06 48 16 00 0005			EA	3' x 7' Pine Interior Door Frame Custom Made With Threshold And Trim							$225.31
				Installation		Quantity 2.00	x	Unit Price 92.34	x	Factor 1.2200	=	Total 225.31
21	06 48 16 00 0005		0130		For Oak Or Maple, Add							$0.00
				Installation		Quantity 0.00	x	Unit Price 22.57	x	Factor 1.2200	=	Total 0.00
22	06 48 16 00 0009			EA	6' x 7' Pine Interior Door Frame Custom Made With Threshold And Trim							$134.88
				Installation		Quantity 1.00	x	Unit Price 110.56	x	Factor 1.2200	=	Total 134.88

Subtotal for 06 - Wood, Plastic, and Composites **$6,351.69**

07 - Thermal & Moisture Protection

23	07 21 16 00 0003			SF	3-1/2" Thick, Kraft Faced, R-11 Fiberglass Flexible Insulation							$359.90
				Installation		Quantity 500.00	x	Unit Price 0.59	x	Factor 1.2200	=	Total 359.90

Subtotal for 07 - Thermal & Moisture Protection **$359.90**

08 - Openings

24	08 05 13 00 0011			EA	For > 2 To 4 SF, Site Installed 20 Gauge Metal Frame For Vision Glass In Door, Add							$156.06
				Installation		Quantity 1.00	x	Unit Price 127.92	x	Factor 1.2200	=	Total 156.06
25	08 12 13 13 0074			EA	3' x 6'-8" Through 7'-2" x 6-3/4" Deep Metal Door Frame, 16 Gauge							$300.46
				Installation		Quantity 1.00	x	Unit Price 246.28	x	Factor 1.2200	=	Total 300.46
26	08 12 13 13 0111			SF	5-3/4" Deep Sidelights, 16 Gauge Frame							$1,916.38
				Installation		Quantity 60.00	x	Unit Price 26.18	x	Factor 1.2200	=	Total 1,916.38
27	08 13 13 13 0141			EA	4' x 7' x 1-3/4" 16 Gauge Metal Door (Unrated)							$2,632.22
				Installation		Quantity 4.00	x	Unit Price 539.39	x	Factor 1.2200	=	Total 2,632.22
28	08 14 16 00 0159			EA	3' x 7' x 1-3/4" Solid Core, Oak Or Maple Faced Door							$1,178.95
				Installation		Quantity 5.00	x	Unit Price 193.27	x	Factor 1.2200	=	Total 1,178.95
29	08 14 16 00 0159		0134	EA	For Mortise Prepared Instead Of Bored Cylinder Prepared Door, Add							$213.50
				Installation		Quantity 5.00	x	Unit Price 35.00	x	Factor 1.2200	=	Total 213.50
30	08 71 16 00 0038			PR	4-1/2" x 4-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge							$502.99
				Installation		Quantity 9.00	x	Unit Price 45.81	x	Factor 1.2200	=	Total 502.99
31	08 71 16 00 0038		0230		For Extra Heavy Duty, Add							$115.62
				Installation		Quantity 9.00	x	Unit Price 10.53	x	Factor 1.2200	=	Total 115.62

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Labor	Equip. Material	(Excluded if marked with an X)			
08 - Openings					
32	08 71 16 00 0501		EA	3-3/4" Projection, Rigid Type, Bright Chrome Finish, Brass Wall Stop (Ives WS443/447)	$304.80
			Installation	Quantity 9.00 x Unit Price 27.76 x Factor 1.2200 = Total 304.80	
33	08 71 16 00 0703		EA	Top And Bottom Bolt, Automatic, Stainless Steel Flush Bolt For Wood Doors (Ives FB41P)	$134.71
			Installation	Quantity 1.00 x Unit Price 110.42 x Factor 1.2200 = Total 134.71	
34	08 71 16 00 2104		EA	3' Push Bar Exit Device, Surface Vertical RodsAluminum anodized finish. Von Duprin Series 98/99.	$9,351.54
			Installation	Quantity 8.00 x Unit Price 958.15 x Factor 1.2200 = Total 9,351.54	
35	08 71 16 00 2158		EA	Surface Mounted Heavy Duty Door Closer - LCN 4010/4020/4110 Series	$3,075.61
			Installation	Quantity 9.00 x Unit Price 280.11 x Factor 1.2200 = Total 3,075.61	
36	08 71 16 00 2177		EA	Passage/Closet F01 Mortise LatchsetBoth sides always unlocked.	$555.95
			Installation	Quantity 2.00 x Unit Price 227.85 x Factor 1.2200 = Total 555.95	
37	08 71 16 00 2178		EA	Bath/Bedroom Privacy F02 Mortise LocksetLocked with thumb knob inside.	$330.50
			Installation	Quantity 1.00 x Unit Price 270.90 x Factor 1.2200 = Total 330.50	
38	08 81 26 00 0007		SF	3/8" Thick, Clear Float Field Installed Glass	$830.82
			Installation	Quantity 60.00 x Unit Price 11.35 x Factor 1.2200 = Total 830.82	
Subtotal for 08 - Openings					**$21,600.11**
09 - Finishes					
39	09 01 20 00 0002		SF	Cut And Patch Hole In Drywall To Match Existing, > 8 To 16 SFPer location.	$5,387.52
			Installation	Quantity 1,200.00 x Unit Price 3.68 x Factor 1.2200 = Total 5,387.52	
40	09 22 16 00 0015		SF	3-5/8" Metal Stud Channel, 16" On Center, 18 Gauge, With Tracks And Runners	$339.53
			Installation	Quantity 110.00 x Unit Price 2.53 x Factor 1.2200 = Total 339.53	
41	09 22 16 00 0015	0009		For Up To 200, Add	$84.55
			Installation	Quantity 110.00 x Unit Price 0.63 x Factor 1.2200 = Total 84.55	
42	09 22 16 00 0017		SF	6" Metal Framing Stud, 16" On Center, 18 Gauge, With Tracks And Runners	$512.64
			Installation	Quantity 110.00 x Unit Price 3.82 x Factor 1.2200 = Total 512.64	
43	09 22 16 00 0017	0009		For Up To 200, Add	$120.78
			Installation	Quantity 110.00 x Unit Price 0.90 x Factor 1.2200 = Total 120.78	
44	09 29 00 00 0031		SF	5/8", Mesh Reinforced, Moisture And Mold Resistant Gypsum Board	$522.65
			Installation	Quantity 420.00 x Unit Price 1.02 x Factor 1.2200 = Total 522.65	

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Labor	Equip.	Material	(Excluded if marked with an X)			
09 - Finishes						
45	09 29 00	00 0050		SF	Tape, Spackle And Finish Gypsum Board Walls Up To 10' High	$164.70
				Installation	Quantity 500.00 x Unit Price 0.27 x Factor 1.2200 = Total 164.70	
46	09 29 00	00 0070		LF	Corner Bead, Galvanized Metal For Gypsum Board	$47.58
				Installation	Quantity 30.00 x Unit Price 1.30 x Factor 1.2200 = Total 47.58	
47	09 30 13	00 0001		SF	Less Than 8" x 8" Mounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	$2,086.20
				Installation	Quantity 300.00 x Unit Price 5.70 x Factor 1.2200 = Total 2,086.20	
48	09 30 13	00 0001	0061	SF	For Epoxy Grout, Add	$190.32
				Installation	Quantity 300.00 x Unit Price 0.52 x Factor 1.2200 = Total 190.32	
49	09 30 13	00 0004		SF	Less than 8" x 8" Mounted Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles. Tiles mounted from back, side or front in 12" x 12", 12" x 24", or similar sized sheets.	$1,473.76
				Installation	Quantity 200.00 x Unit Price 6.04 x Factor 1.2200 = Total 1,473.76	
50	09 30 13	00 0004	0064		For > 50 To 250, Add	$95.16
				Installation	Quantity 200.00 x Unit Price 0.39 x Factor 1.2200 = Total 95.16	
51	09 30 13	00 0004	0066	SF	For Epoxy Grout, Add	$139.08
				Installation	Quantity 200.00 x Unit Price 0.57 x Factor 1.2200 = Total 139.08	
52	09 30 13	00 0009		LF	Glazed Porcelain, Unglazed Porcelain And Glazed Ceramic Cove Base Or Trim	$419.68
				Installation	Quantity 50.00 x Unit Price 6.88 x Factor 1.2200 = Total 419.68	
53	09 30 13	00 0009	0071	LF	For Chemical Resistant Epoxy Grout, Add	$37.82
				Installation	Quantity 50.00 x Unit Price 0.62 x Factor 1.2200 = Total 37.82	
54	09 35 00	00 0001		SF	Thin-Set - Epoxy MortarImpact and chemical resistant.	$1,506.70
				Installation	Quantity 500.00 x Unit Price 2.47 x Factor 1.2200 = Total 1,506.70	
55	09 51 13	00 0018		SF	2' x 2' x 3/4" Mineral Fiber Acoustical Ceiling Panels	$649.04
				Installation	Quantity 350.00 x Unit Price 1.52 x Factor 1.2200 = Total 649.04	
56	09 51 13	00 0018	0097		For Individual Room Quantities < 495, AddFor use with projects > 500 SF	$51.24
				Installation	Quantity 350.00 x Unit Price 0.12 x Factor 1.2200 = Total 51.24	
57	09 53 23	00 0003		SF	T Bar Ceilings Suspension System 2' x 2', Standard 15/16"	$798.49
				Installation	Quantity 350.00 x Unit Price 1.87 x Factor 1.2200 = Total 798.49	

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09 - Finishes						
58	09 53 23	00 0003	0133		For Individual Room Quantities < 495, AddFor use with projects > 500 SF	$65.88
				Installation	Quantity 300.00 x Unit Price 0.18 x Factor 1.2200 = Total 65.88	
59	09 53 23	00 0003	0138		For > 200 To 500, Add	$59.78
				Installation	Quantity 350.00 x Unit Price 0.14 x Factor 1.2200 = Total 59.78	
60	09 53 23	00 0009		LF	2" Straight Section Axiom Perimeter Trim	$1,343.22
				Installation	Quantity 100.00 x Unit Price 11.01 x Factor 1.2200 = Total 1,343.22	
61	09 65 13	13 0002		LF	4" High 1/8" Vinyl Plastic Base, All Colors	$2,267.98
				Installation	Quantity 1,100.00 x Unit Price 1.69 x Factor 1.2200 = Total 2,267.98	
62	09 91 23	00 0058		SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush	$1,210.24
				Installation	Quantity 3,100.00 x Unit Price 0.32 x Factor 1.2200 = Total 1,210.24	
63	09 91 23	00 0060		SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush	$2,307.02
				Installation	Quantity 3,100.00 x Unit Price 0.61 x Factor 1.2200 = Total 2,307.02	
64	09 91 23	00 0247		LF	Paint Interior Metal Frame And Trim, 1 Coat Primer, Brush/Roller Work	$564.25
				Installation	Quantity 1,250.00 x Unit Price 0.37 x Factor 1.2200 = Total 564.25	
65	09 91 23	00 0247	0303		For Oil Based Paint, Add	$30.50
				Installation	Quantity 1,250.00 x Unit Price 0.02 x Factor 1.2200 = Total 30.50	
66	09 91 23	00 0249		LF	Paint Interior Metal Frame And Trim, 2 Coats Paint, Brush/Roller Work	$1,220.00
				Installation	Quantity 1,250.00 x Unit Price 0.80 x Factor 1.2200 = Total 1,220.00	
67	09 91 23	00 0249	0303		For Oil Based Paint, Add	$61.00
				Installation	Quantity 1,250.00 x Unit Price 0.04 x Factor 1.2200 = Total 61.00	
68	09 91 23	00 0254		EA	Paint Interior Door, Both Faces, 1 Coat Primer, Brush/Roller Work	$204.17
				Installation	Quantity 5.00 x Unit Price 33.47 x Factor 1.2200 = Total 204.17	
69	09 91 23	00 0254	0303		For Oil Based Paint, Add	$14.58
				Installation	Quantity 5.00 x Unit Price 2.39 x Factor 1.2200 = Total 14.58	
70	09 91 23	00 0256		EA	Paint Interior Door, Both Faces, 2 Coats Paint, Brush/Roller Work	$372.47
				Installation	Quantity 5.00 x Unit Price 61.06 x Factor 1.2200 = Total 372.47	
71	09 91 23	00 0256	0303		For Oil Based Paint, Add	$27.39
				Installation	Quantity 5.00 x Unit Price 4.49 x Factor 1.2200 = Total 27.39	

Contractor's Price Proposal - Detail Continues..

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Labor	Equip.	Material	(Excluded if marked with an X)			
09 - Finishes						
72	09 91 23	00 0342		LF	Paint Interior Wood Trim To 6" Wide, 1 Coat Primer	$301.34
				Installation	Quantity 950.00 x Unit Price 0.26 x Factor 1.2200 = Total 301.34	
73	09 91 23	00 0344		LF	Paint Interior Wood Trim To 6" Wide, 2 Coats Paint	$683.81
				Installation	Quantity 950.00 x Unit Price 0.59 x Factor 1.2200 = Total 683.81	
74	09 91 43	00 0041		SF	Sanding Wood Paneling, Boards, Doors, Etcetera	$4,440.80
				Installation	Quantity 13,000.00 x Unit Price 0.28 x Factor 1.2200 = Total 4,440.80	
75	09 91 43	00 0042		SF	Sanding Wood Trim	$428.83
				Installation	Quantity 950.00 x Unit Price 0.37 x Factor 1.2200 = Total 428.83	
76	09 91 43	00 0055		SF	Flat Surfaces	$29,975.40
				Installation	Quantity 13,000.00 x Unit Price 1.89 x Factor 1.2200 = Total 29,975.40	
77	09 93 00	00 0005		SF	One Coat Stain With Brush And Wipe Off Wood Trim	$9,674.60
				Installation	Quantity 13,000.00 x Unit Price 0.61 x Factor 1.2200 = Total 9,674.60	
78	09 93 00	00 0006		SF	One Coat Sealer And One Coat Varnish Or Polyurethane Wood Trim	$8,881.60
				Installation	Quantity 13,000.00 x Unit Price 0.56 x Factor 1.2200 = Total 8,881.60	
79	09 93 00	00 0009		EA	One Coat Stain With Brush And Wipe Off Wood Door (Per Face)	$220.70
				Installation	Quantity 10.00 x Unit Price 18.09 x Factor 1.2200 = Total 220.70	
80	09 93 00	00 0012		EA	Three Coats Shellac, Varnish Or Polyurethane Wood Door With Light Sanding Between Coats (Per Face)	$510.08
				Installation	Quantity 10.00 x Unit Price 41.81 x Factor 1.2200 = Total 510.08	
81	09 97 00	00 0212		SF	Ceramic-like Glazed Coating - Resin	$1,573.80
				Installation	Quantity 1,500.00 x Unit Price 0.86 x Factor 1.2200 = Total 1,573.80	
Subtotal for 09 - Finishes						**$81,066.88**
10 - Specialties						
82	10 14 23	00 0062		SF	Stainless Steel Sign With Stainless Steel Bolts	$328.13
				Installation	Quantity 4.00 x Unit Price 67.24 x Factor 1.2200 = Total 328.13	
83	10 14 23	00 0082		EA	6-3/4" x 6-3/4" Plastic Man/Woman Symbol, With 3-1/2" Symbol	$47.73
				Installation	Quantity 1.00 x Unit Price 39.12 x Factor 1.2200 = Total 47.73	
84	10 14 53	00 0193		EA	8', 2-3/8" Diameter, Galvanized Steel Tubular Sign Post	$300.71
				Installation	Quantity 4.00 x Unit Price 61.62 x Factor 1.2200 = Total 300.71	

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10 - Specialties					
85	10 28 13 13 0029		EA	Single Roll With Controlled Delivery, Surface Mounted, Cast Aluminum Toilet Tissue Dispenser (Bobrick B-273)	$37.71
			Installation	Quantity 1.00 x Unit Price 30.91 x Factor 1.2200 = Total 37.71	
86	10 28 13 13 0124		EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x36)	$70.58
			Installation	Quantity 1.00 x Unit Price 57.85 x Factor 1.2200 = Total 70.58	
87	10 28 13 13 0125		EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x42)	$72.58
			Installation	Quantity 1.00 x Unit Price 59.49 x Factor 1.2200 = Total 72.58	
88	10 28 13 13 0240		EA	24" x 36", Surface Mounted, Stainless Steel Channel Frame Glass Mirror (Bobrick B-165 2436)	$106.05
			Installation	Quantity 1.00 x Unit Price 86.93 x Factor 1.2200 = Total 106.05	
Subtotal for 10 - Specialties					**$963.49**
11 - Equipment					
89	11 52 13 13 0052		EA	8' x 10' Electric Projection Screen, Wall Or Ceiling Mounted	$2,013.13
			Installation	Quantity 1.00 x Unit Price 1,650.11 x Factor 1.2200 = Total 2,013.13	
Subtotal for 11 - Equipment					**$2,013.13**
22 - Plumbing					
90	22 01 40 00 0002		EA	3/8" To 1/2" Compression Shut-off Valve Replacement With 15" Polybutylene Supply Tube	$110.09
			Installation	Quantity 4.00 x Unit Price 22.56 x Factor 1.2200 = Total 110.09	
91	22 01 40 00 0006		EA	Braided Stainless Steel, Compression x FIP, Supply Lines To Sink/Lavatory Replacement	$50.07
			Installation	Quantity 4.00 x Unit Price 10.26 x Factor 1.2200 = Total 50.07	
92	22 01 40 00 0018		EA	Sink Tailpiece Extension 1-1/2" x 8" Replacement	$10.25
			Installation	Quantity 1.00 x Unit Price 8.40 x Factor 1.2200 = Total 10.25	
93	22 01 40 00 0019		EA	Sink Trap, Adjustable, 1-1/2" Replacement	$18.67
			Installation	Quantity 1.00 x Unit Price 15.30 x Factor 1.2200 = Total 18.67	
94	22 13 13 00 0003		EA	Rough-in Water Closet, Floor Mounted, Single FixtureIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and flush valve.	$531.97
			Installation	Quantity 1.00 x Unit Price 436.04 x Factor 1.2200 = Total 531.97	
95	22 13 13 00 0007		EA	Rough-in Lavatory, Wall Mounted, Single FixtureIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture, carrier and faucet.	$377.22
			Installation	Quantity 1.00 x Unit Price 309.20 x Factor 1.2200 = Total 377.22	

Work Order Number: 013837.00
Work Order Title: City of Lubbock - Garden and Arts Center T.A.S and Interior Upgrades

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
22 - Plumbing						
96	22 13 16	00 0806		EA	3" Floor Drain With Stainless Steel Strainer And Bucket, High Silicon Cast Iron Fitting, No Hub	$1,368.38
				Installation	Quantity 1.00 x Unit Price 1,121.62 x Factor 1.2200 = Total 1,368.38	
97	22 42 13	00 0016		EA	Flush Valve Type, Handicap Accessible 1.28 GPF Water Closet, Floor Mounted, Floor Outlet, Elongated (Toto CT705EL)	$341.32
				Installation	Quantity 1.00 x Unit Price 279.77 x Factor 1.2200 = Total 341.32	
98	22 42 13	00 0029		EA	Exposed Battery Powered Water Closet Flush Valve (Sloan G2 Optima Plus 8113)	$551.46
				Installation	Quantity 1.00 x Unit Price 452.02 x Factor 1.2200 = Total 551.46	
99	22 42 16	00 0011		EA	27" x 20" Wheelchair Accessible, Vitreous China Wall Hung Lavatory (American Standard 9141.011.020)	$434.70
				Installation	Quantity 1.00 x Unit Price 356.31 x Factor 1.2200 = Total 434.70	
100	22 42 16	00 0045		EA	19" x 15" Oval Vitreous China Undercounter Lavatory (Kohlar K-2211)	$317.55
				Installation	Quantity 1.00 x Unit Price 260.29 x Factor 1.2200 = Total 317.55	
101	22 42 16	00 0116		EA	Single Sink Carrier, Floor Mounted With Hanger Plate	$433.93
				Installation	Quantity 1.00 x Unit Price 355.68 x Factor 1.2200 = Total 433.93	
102	22 42 39	00 0030		EA	Easy-Push Metering Widespread Faucet (Speakman S-4171-LD)	$658.04
				Installation	Quantity 2.00 x Unit Price 269.69 x Factor 1.2200 = Total 658.04	
103	22 42 39	00 0093		EA	Lavatory Drainline Guard And Shutoff Covers	$124.15
				Installation	Quantity 2.00 x Unit Price 50.88 x Factor 1.2200 = Total 124.15	
104	22 42 39	00 0101		EA	1-1/2" Cast Brass P-Trap With Cleanout	$301.02
				Installation	Quantity 2.00 x Unit Price 123.37 x Factor 1.2200 = Total 301.02	
Subtotal for 22 - Plumbing						**$5,628.82**
23 - Heating, Ventilating, And Air-Conditioning (HVAC)						
105	23 09 23	00 0091		EA	Install And Wire Exhaust Fan DDC ControlStart or stop and status.	$629.15
				Installation	Quantity 3.00 x Unit Price 171.90 x Factor 1.2200 = Total 629.15	
106	23 31 13	13 0004		LB	Sheet Metal Ductwork, Medium Pressure, Field Fabricated, Galvanized, Field Assemble And Install	$4,905.01
				Installation	Quantity 850.00 x Unit Price 4.73 x Factor 1.2200 = Total 4,905.01	
107	23 31 13	13 0004	0392		For > 500 To 1000, Add	$767.38
				Installation	Quantity 850.00 x Unit Price 0.74 x Factor 1.2200 = Total 767.38	

Work Order Number: 013837.00
Work Order Title: City of Lubbock - Garden and Arts Center T.A.S and Interior Upgrades

	Sect. Item	Modifer	UOM	Description	Line Total
Labor	Equip. Material	(Excluded if marked with an X)			
23 - Heating, Ventilating, And Air-Conditioning (HVAC)					
108	23 34 16 00 0238		EA	210 CFM - 260 SF Max Bathroom Exhaust Fan, 120V 60 Hz, Anodized Aluminum Finish	$1,092.58
			Installation	Quantity 3.00 x Unit Price 298.52 x Factor 1.2200 = Total 1,092.58	
109	23 34 16 00 0249		EA	Roof Vent Kit For Exhaust Fan, With Roof Cap And Flashing	$283.76
			Installation	Quantity 3.00 x Unit Price 77.53 x Factor 1.2200 = Total 283.76	
Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC)					**$7,677.88**
26 - Electrical					
110	26 05 19 16 0012		MLF	#12 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit	$5,048.51
			Installation	Quantity 12.50 x Unit Price 331.05 x Factor 1.2200 = Total 5,048.51	
111	26 05 19 16 0013		MLF	#10 AWG Cable - Type THHN-THWN, 600 V Copper, Single Solid, Placed In Conduit	$5,202.28
			Installation	Quantity 9.75 x Unit Price 437.35 x Factor 1.2200 = Total 5,202.28	
112	26 05 19 16 0230		MLF	#12/4 With #12 Ground Type THHN FPLP Red Armored Cable	$11,921.59
			Installation	Quantity 3.30 x Unit Price 2,961.15 x Factor 1.2200 = Total 11,921.59	
113	26 05 33 13 0290		LF	1/2" EMT Conduit, Mounted Exposed On Flat Wall	$2,616.90
			Installation	Quantity 1,300.00 x Unit Price 1.65 x Factor 1.2200 = Total 2,616.90	
114	26 05 33 13 0290	0033		For Installation Above 14', Add	$333.06
			Installation	Quantity 1,300.00 x Unit Price 0.21 x Factor 1.2200 = Total 333.06	
115	26 05 33 13 0291		LF	3/4" EMT Conduit, Mounted Exposed On Flat Wall	$1,725.08
			Installation	Quantity 700.00 x Unit Price 2.02 x Factor 1.2200 = Total 1,725.08	
116	26 05 33 13 0291	0033		For Installation Above 14', Add	$196.42
			Installation	Quantity 700.00 x Unit Price 0.23 x Factor 1.2200 = Total 196.42	
117	26 05 33 13 0323		EA	1/2 EMT Compression Coupling	$137.25
			Installation	Quantity 50.00 x Unit Price 2.25 x Factor 1.2200 = Total 137.25	
118	26 05 33 13 0324		EA	3/4" EMT Compression Coupling	$153.72
			Installation	Quantity 50.00 x Unit Price 2.52 x Factor 1.2200 = Total 153.72	
119	26 05 33 13 0367		EA	1/2" EMT Insulated Box Connector, Compression	$158.11
			Installation	Quantity 40.00 x Unit Price 3.24 x Factor 1.2200 = Total 158.11	
120	26 05 33 13 0368		EA	3/4" EMT Insulated Box Connector, Compression	$142.74
			Installation	Quantity 30.00 x Unit Price 3.90 x Factor 1.2200 = Total 142.74	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013837.00
Work Order Title: City of Lubbock - Garden and Arts Center T.A.S and Interior Upgrades

	Sect. Item	Modifer	UOM	Description	Line Total
Labor	Equip. Material	(Excluded if marked with an X)			
26 - Electrical					
121	26 05 33 16 0006		EA	4-11/16" Square Steel Box X 2-1/8" Deep With Cover	$609.02
			Installation	Quantity 40.00 x Unit Price 12.48 x Factor 1.2200 = Total 609.02	
122	26 05 33 16 0193		EA	1" x 4" Round Plaster Ring	$215.21
			Installation	Quantity 40.00 x Unit Price 4.41 x Factor 1.2200 = Total 215.21	
123	26 05 33 23 0108		EA	#5748 Switch And Receptacle Box For Deep Devices, 1 Gang, 4-5/8" x 2-7/8" x 1-3/4"	$38.28
			Installation	Quantity 3.00 x Unit Price 10.46 x Factor 1.2200 = Total 38.28	
124	26 24 16 00 0384		EA	1 Pole, 277/480 Volt, 15-30 A, Branch Circuit Breaker, 14,000 Amp Interrupting Capacity	$901.58
			Installation	Quantity 20.00 x Unit Price 36.95 x Factor 1.2200 = Total 901.58	
125	26 24 19 00 0404		EA	Metering Equipment, Control Switch, 4 Circuits	$293.97
			Installation	Quantity 1.00 x Unit Price 240.96 x Factor 1.2200 = Total 293.97	
126	26 27 26 00 0165		EA	1500 W Fluorescent Dimmer Switch	$327.28
			Installation	Quantity 2.00 x Unit Price 134.13 x Factor 1.2200 = Total 327.28	
127	26 51 13 00 0058		EA	1 T8 Lamp, 6" x 2', Surface Mounted, Wraparound Fluorescent Fixture	$481.35
			Installation	Quantity 5.00 x Unit Price 78.91 x Factor 1.2200 = Total 481.35	
128	26 51 13 00 0076		EA	2 T8 Lamps, 1' x 4', Surface Mounted, Box Type Fluorescent Fixture	$4,319.31
			Installation	Quantity 34.00 x Unit Price 104.13 x Factor 1.2200 = Total 4,319.31	
129	26 51 13 00 0082		EA	4 T8 Lamps, 2' x 2', Surface Mounted, Box Type Fluorescent Fixture	$1,264.41
			Installation	Quantity 5.00 x Unit Price 207.28 x Factor 1.2200 = Total 1,264.41	
130	26 51 13 00 0286		EA	5" Round, Compact Fluorescent, T Or ICT Recessed Fixture Housing	$628.74
			Installation	Quantity 8.00 x Unit Price 64.42 x Factor 1.2200 = Total 628.74	
131	26 51 13 00 0321		EA	Specular Reflector, Recessed Fixture Trim	$371.17
			Installation	Quantity 8.00 x Unit Price 38.03 x Factor 1.2200 = Total 371.17	
132	26 51 13 00 0357		EA	1 T5HO Lamp, 1 Lamp Wide Cross Section, 4' Length, Pendant Mounted, Fluorescent Downlight Fixture (Finelite Series 10)	$8,285.95
			Installation	Quantity 24.00 x Unit Price 282.99 x Factor 1.2200 = Total 8,285.95	
133	26 51 13 00 0394		LF	1 Circuit Track Lighting Track	$1,404.66
			Installation	Quantity 64.00 x Unit Price 17.99 x Factor 1.2200 = Total 1,404.66	
134	26 51 13 00 0402		EA	2L 18W BX Track Fixture, Electronic BallastWhite or Black Finish, 120V.	$5,054.09
			Installation	Quantity 18.00 x Unit Price 230.15 x Factor 1.2200 = Total 5,054.09	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013837.00
Work Order Title: City of Lubbock - Garden and Arts Center T.A.S and Interior Upgrades

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			
26 - Electrical						
135	26 53	00 00 0005		EA	Double Face, Thermoplastic Housing, LED Exit Sign With Battery Back-Up	$425.11
				Installation	Quantity 3.00 x Unit Price 116.15 x Factor 1.2200 = Total 425.11	
Subtotal for 26 - Electrical						**$52,255.79**
32 - Exterior Improvements						
136	32 13	13 00 0004		SY	5" Concrete Pavement, 4500 PSI Assembly	$9,777.32
				Installation	Quantity 285.00 x Unit Price 28.12 x Factor 1.2200 = Total 9,777.32	
137	32 13	73 00 0003		LF	Joint Sealing, Concrete Pavement Preformed Elastomeric	$3,897.90
				Installation	Quantity 500.00 x Unit Price 6.39 x Factor 1.2200 = Total 3,897.90	
138	32 17	13 19 0007		EA	8" x 13" x 6' Precast Concrete Wheel Stop	$294.07
				Installation	Quantity 4.00 x Unit Price 60.26 x Factor 1.2200 = Total 294.07	
139	32 17	23 13 0066		LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas	$824.72
				Installation	Quantity 1,300.00 x Unit Price 0.52 x Factor 1.2200 = Total 824.72	
Subtotal for 32 - Exterior Improvements						**$14,794.01**

Proposal Total **$289,885.94**

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
December 6, 2012

Capital Project Number	92263
Capital Project Name	Garden and Arts Center Renovations

		Budget
Encumbered/Expended		
Joe D McKay Architects	$	24,600
City of Lubbock Administrative Cost		632
Bid Cost		91
Agenda Item December 6, 2012		
Minnix Commercial Partners - 13-11052-JOC		289,886
Encumbered/Expended To Date		315,209
Estimated Costs for Remaining Appropriation		
Renovations		118,291
Remaining Appropriation		118,291
Total Appropriation	$	433,500

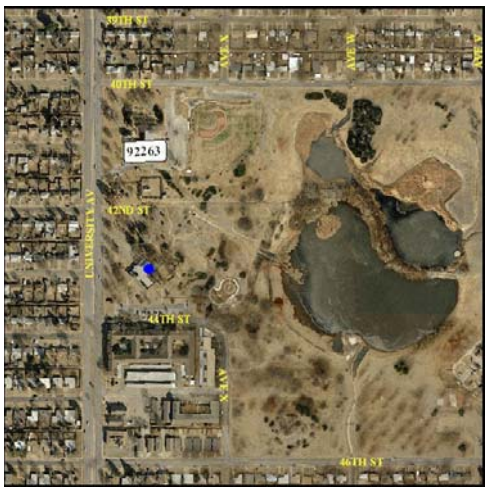
Project Name **Garden and Arts Center Renovations** *Project Number* **92263**

Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Renovate the men and women's restrooms, entrance, parking lot, signage, and other non-compliant areas of the Garden and Arts Center. Additional work to include: install rain gutters over north and south doors, repair/replace exterior siding, repaint/repair exterior metal work, repair water run-off to prevent water from backing-up into the facility on north and south sides, paint interior, install new floor covering, Auditorium renovations, concrete work, minimal roof repairs and HVAC replacement.

Project Justification

Compliance with ADA requirements and upgrade facility for a safer environment for Citizens and employees.

Project History

An informal complaint was received regarding ADA issues during FY 2003-04. It was determined that the facilities do not meet ADA guidelines. The Garden and Arts Center experiences a high volume of senior citizens each year. Most systems and finishes have out lived their useful life expectancy.

$333,500 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$100,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Project Amount
Construction	287,500	100,000	0	0	0	0	0	387,500
Construction Management Support	17,250	0	0	0	0	0	0	17,250
Design and Engineering	28,750	0	0	0	0	0	0	28,750
Total Project Appropriation	333,500	100,000	0	0	0	0	0	433,500

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
FY 2012 Tax Supported Revenue CO's	333,500	0	0	0	0	0	0	333,500
FY 2013 Tax Supported Revenue CO's	0	100,000	0	0	0	0	0	100,000
Total Funding Sources	333,500	100,000	0	0	0	0	0	433,500

Regular City Council Meeting **5. 13.**

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - Community Services: Consider a resolution to re-appoint Dr. Ronald Cook, D.O., M.S., for a two-year term as the Local Health Authority for the City of Lubbock.

Item Summary

Pursuant to Chapter 121 of the Texas Health and Safety Code, a Local Health Authority must be appointed in a municipality that has established a health department, if the director of that department is not a physician.

The duties of the Local Health Authority are to report notifiable conditions to the State, to advise the health department on appropriate control measures during an outbreak, to advise the health department in relation to inspections, disease prevention and suppression, birth and death statistics, and general sanitation. He/she is empowered to establish quarantine and to close any place of public assembly in order to protect public health.

A health authority serves for a term of two years and may be appointed to successive terms.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Health Authority
TAC: Health Authority
TAC: Health Authority Duties
HSC: Health Authority

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to appoint the following named person as the Local Health Authority for the City of Lubbock, Texas, pursuant to Chapter 121 of the Health and Safety Code; NOW THEREFORE:

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

SECTION 1. THAT the following named person is hereby appointed Local Health Authority for the City of Lubbock, Texas.

Ronald L.Cook, DO, MBA

SECTION 2. THAT said Local Health Authority shall serve for a term of two (2) years or until such time as a successor has been appointed.

SECTION 3. THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute a Certificate of Appointment for a Local Health Authority and any associated documents on behalf of Dr. Cook.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

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THE STATE OF TEXAS

Statement of Elected/Appointed Officer

(Please type or print legibly)

I Ronald L. Cook, D.O., MS do solemnly swear (or affirm) that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

_____
Affianced Signature

_____
Printed Name

_____
Position to Which Elected/Appointed

_____
City and/or County

SWORN TO and subscribed before me by affiant on this _____ day of _____ 20___.

_____
Signature of Person Authorized to Administer Oaths/Affidavits

(Seal)

_____
Printed Name

_____
Title

Pursuant to Tex. Const. Art. XVI, §1(b), (amended 2001). Revised by the Division for Regional and Local Health Services, February 2008.

Certificate of Appointment
For a
Local Health Authority

I, **Glen C. Robertson**, acting in the capacity as **Mayor of the City of Lubbock, Texas** do hereby certify the physician, **Ronald. L. Cook, DO, MBA**, who is licensed by the Texas Board of Medical Examiners, was duly appointed as the Local Health Authority for **The City of Lubbock, Texas**.

Date term of office begins **January 1, 2013**.

Date term of office ends **December 31, 2014**, unless removed by law.

The Local Health Authority has been appointed and approved by the City Council for the City of Lubbock, Texas.

I certify to the above information on this the _____ day of _____, 2012.

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Beck Garza, City Secretary

APPROVED AS TO CONTENT:

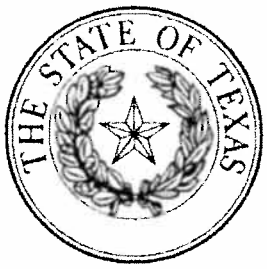
_____
Scott Snider,
Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

Q:\CCDOCS\Health Authority Certificate_of_Appointment 12.1.2012.doc

Adapted for local use from the form revised by the Division of Regional and Local Health Services, February 2008



OATH OF OFFICE

For Local Health Authorities in the State of Texas

I, Ronald L. Cook, DO, MBA, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Health Authority of the State of Texas and will to the best of my ability, preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

_____

Ronald L. Cook, DO, MBA
Mailing Address: 3601 4th Street, Lubbock, Texas 79430
Day / Evening Telephone Number: (806) 743-2770
Email Address: Ron.cook@ttuhsc.edu

SWORN TO and subscribed before me this _____ day of _____, 20___.

_____
Signature of Person Administering Oath

(Seal)

_____
Printed Name

_____
Title

Texas Administrative Code

Next Rule>>

TITLE 25 HEALTH SERVICES
PART 1 DEPARTMENT OF STATE HEALTH SERVICES
CHAPTER 85 HEALTH AUTHORITIES
SUBCHAPTER A LOCAL PUBLIC HEALTH
RULE §85.1 Health Authorities

(a) A health authority is a physician appointed under the Local Public Health Reorganization Act, Health and Safety Code, Chapter 121 by the governing body of a city, county, or public health district to administer the state and local laws relating to public health.
(b) A health authority must be appointed in a municipality or county that has established a local health department or public health district.
(1) The director of a local health department or public health district, if the director is a physician, shall be the health authority within the jurisdiction of the local health department or district.
(2) If a non-physician serves as the director of a local health department or public health district, the director shall appoint a physician to serve as the health authority within the jurisdiction of such local health department or district subject to the approval of the governing body of the local health department or public health district. No action is required by the Board of Health (board) to further approve the appointment.
(c) A health authority may be appointed, but is not required to be appointed, in a municipality or county that has not established a local health department or public health district unless it falls under subsection (d) of this section. The governing body of the municipality or the commissioners court of the county may appoint the health authority within its jurisdiction.
(d) A health authority serves for a term of two years and may be appointed to successive terms.
(e) A regional director of the department shall perform the duties of a health authority for a municipality, county, public health district, or entity authorized to appoint a health authority in a jurisdiction in the regional director's region in which there is no health authority. A regional director is a physician who is employed by the department and serves as the chief administrative officer of a region. A region is a geographic area of the State of Texas designated by the department.
(f) A regional director of the department may perform some or all of the duties of a health authority if an appointed health authority fails to perform duties prescribed by the board in this section. At the request of the appointing authority, a regional director may serve as a health authority because of the absence or incapacity of the appointed health authority. No action by the board is necessary to further approve a regional director's performance or service.
(g) A health authority shall perform each duty that is necessary to implement and enforce a law to protect the public health as stated in the Health and Safety Code, §121.024.
(h) An appointed health authority shall take the official oath required by the Texas

Constitution, Article 16, §1, including the statement of appointed officer and file a copy of the oath and appointment with the appropriate regional office within ten working days of the date of taking the oath.

(i) If a health authority ceases to hold office for any reason, the appointing authority shall immediately notify the department and appropriate regional director. When a new health authority has been appointed, the person will take the action outlined in subsection (i) of this section and notify the appropriate regional office of the change.

TITLE 25 HEALTH SERVICES

PART 1 DEPARTMENT OF STATE HEALTH SERVICES

CHAPTER 97 COMMUNICABLE DISEASES

SUBCHAPTER A CONTROL OF COMMUNICABLE DISEASES

RULE §97.6 Reporting and Other Duties of Local Health Authorities and Regional Directors

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(a) The purpose of this section is to provide procedures for local health authorities and regional directors to report a disease to the Department of State Health Services (department) central office.

(b) Those notifiable conditions identified as public health emergencies in §97.4(a) of this title (relating to When to Report a Condition or Isolate) shall be reported immediately to the department by telephone at (800) 252-8239.

(c) AIDS, chancroid, Chlamydia trachomatis infection, gonorrhea, HIV infection and syphilis shall be reported in accordance with §§97.132 - 97.135 of this title (relating to Sexually Transmitted Diseases including AIDS and HIV infection).

(d) For notifiable conditions not listed in subsections (b) and (c) of this section, the local health authority or the department's regional director shall collect reports of disease and transmit the following information at weekly intervals as directed by the department: name, address, telephone number, age, date of birth, sex, race and ethnicity, disease, diagnostic indicators (diagnostic lab results and specimen source, and clinical indicators), date of onset, and physician name, address, and telephone number.

(e) Transmittal may be by telephone, mail, courier, or electronic transmission.

(1) If by mail or courier, the reports shall be on a form provided by the department and placed in a sealed envelope addressed to the attention of the appropriate receiving source and marked "Confidential."

(2) Any electronic transmission of the reports must provide at least the same degree of protection against unauthorized disclosure as those of mail or courier transmittal.

(f) The health authority shall notify health authorities in other jurisdictions of a case or outbreak of a communicable disease that has been reported if the case resides in another jurisdiction or there is cause to believe transmission of a disease may have occurred in another jurisdiction. The department shall assist the health authority in providing such notifications upon request. The health authority of the area where the case or outbreak is diagnosed shall report the case or outbreak to the department on the same basis as other reports.

(g) The health authority upon identification of a case or upon receipt of notification or report of disease shall take such action and measures as may be necessary to conform with the appropriate control measure standards. The health authority may upon identification of a case or upon report of a communicable disease in a child attending a public or private child-care facility or a school notify the owner or operator of the child-care facility or the school administrator. The commissioner is authorized to amend, revise, or revoke any control measure or action taken by the health authority if necessary

or desirable in the administration of a regional or statewide public health program or policy.
(h) The health authority is empowered to close any public or private child-care facility, school or other place of public or private assembly when in his or her opinion such closing is necessary to protect the public health; and such school or other place of public or private assembly shall not reopen until permitted by the health authority who caused its closure.
(i) Persons reporting notifiable conditions in animals shall be referred to the central office or the appropriate regional office of the department's Zoonosis Control Branch.

SUBCHAPTER B. HEALTH AUTHORITIES

Sec. 121.021. HEALTH AUTHORITY. A health authority is a physician appointed under the provisions of this chapter to administer state and local laws relating to public health within the appointing body's jurisdiction.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989. Amended by Acts 1991, 72nd Leg., ch. 118, Sec. 2, eff. Sept. 1, 1991.

Sec. 121.022. QUALIFICATIONS. (a) A health authority must be:

(1) a competent physician with a reputable professional standing who is legally qualified to practice medicine in this state; and

(2) a resident of this state.

(b) To be qualified to serve as a health authority, the appointee must:

(1) take and subscribe to the official oath; and

(2) file a copy of the oath and appointment with the board.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.023. TERM OF OFFICE. A health authority serves for a term of two years and may be appointed to successive terms.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.024. DUTIES. (a) A health authority is a state officer when performing duties prescribed by state law.

(b) A health authority shall perform each duty that is:

(1) necessary to implement and enforce a law to protect the public health; or

(2) prescribed by the board.

(c) The duties of a health authority include:

(1) establishing, maintaining, and enforcing quarantine in the health authority's jurisdiction;

(2) aiding the board in relation to local quarantine, inspection, disease prevention and suppression, birth and death statistics, and general sanitation in the health authority's jurisdiction;

(3) reporting the presence of contagious, infectious, and dangerous epidemic diseases in the health authority's jurisdiction to the board in the manner and at the times prescribed by the board;

(4) reporting to the board on any subject on which it is proper for the board to direct that a report be made; and

(5) aiding the board in the enforcement of the following in the health authority's jurisdiction:

(A) proper rules, requirements, and ordinances;

(B) sanitation laws;

(C) quarantine rules; and

(D) vital statistics collections.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Sec. 121.025. REMOVAL FROM OFFICE. A health authority may be removed from office for cause under the personnel procedures applicable to the heads of departments of the local government that the health authority serves.

Acts 1989, 71st Leg., ch. 678, Sec. 1, eff. Sept. 1, 1989.

Regular City Council Meeting **5. 14.**

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - Parks & Recreation: Consider five resolutions authorizing the Mayor to execute contracts #10981 with All Seasons Property Care Inc., #11094 with Star Landscapes, #11095 with Gorman Outdoor, Inc., #11096 with MDM Mowing, and #11097 with Lubbock Tree Sales for parks turf maintenance, BID 13-10981-CI.

Item Summary

This bid is for turf maintenance of developed and undeveloped parkland, medians, various high-profile City properties, rights-of-way, the South Loop 289 turnarounds, and the cemetery. This project consists of mowing and trimming on approximately 2,435 acres and 22.4 linear miles of right-of-way. The areas for each group is outlined below:

Group 1 – 265.66 acres
Group 2 – 271.06 acres
Group 3 – 243.89 acres
Group 4 – 138.05 acres
Group 5 – 369.60 acres
Group 6 – 1,126.27 acres
Group 7 – 20.08 acres; 22.38 linear miles of right-of-way.
Group 8 - 160 acres

The bid included the following categories:

Group 1:
Class A with 29 cycles of mowing every 7 days - High visibility areas, such as Gateway Plaza, the Walk of Fame, Civic Centers, Groves Library, and medians.
Class B with 25 cycles of mowing every 7 days - Swimming pools, surrounding parks, and ball fields.

Group 2:
Class A with 29 cycles of mowing every 7 days – High visibility areas, mainly medians.
Class B with 25 cycles of mowing every 7 days - Park properties, swimming pools, and ball fields.

Group 3:
Class C with 17 cycles of mowing every 10 days – Park properties, primarily under 10 acres.

Group 4:
Class C with 17 cycles of mowing every 10 days – Park properties, primarily under 10 acres.

Group 5
Class C with 17 cycles of mowing every 10 days – Park properties, primarily over 10 acres.

Group 6
Class D with 9 cycles of mowing every 21 days – Undeveloped park areas, including the Canyon Lakes area.

Group 7
Class B with 25 cycles of mowing every 7 days – Broadway streetscapes.
Class C with 17 cycles of mowing every 10 days – Southwest Loop turnarounds.
Class E with 8 cycles of mowing and cleaning every 25 days – Right-of-ways.

Group 8
Class B with 25 cycles of mowing every 7 days - Cemetery.

Bids were received from the following companies:
All Seasons Property Care, Inc., of Lubbock, TX
Star Landscape of Lubbock, TX
Gorman Outdoor, Inc., of Lubbock, TX
MDM Mowing of Wolfforth, TX
Lubbock Tree Sales of Lubbock, TX
Apex Lawn and Landscape of Slaton, TX
West Texas Maintenance of Lubbock, TX
Pevey Lawn and Landscape, Inc., of Lubbock, TX
Cutting Edge Landscape of Lubbock, TX
53 Design of Lubbock, TX
Lubbock Turf Irrigation of Lubbock, TX

A bid tabulation is provided.

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

Staff recommends contract award to the lowest bidders for the following groups: 1 and 2 to All Seasons Property Care, Inc. for $385,130; 3, 4 and 5 to Star Landscape for $342,212; 6 to Gorman Outdoor, Inc. for $211,680; 7 to MDM Mowing for $79,790; and 8 to Lubbock Tree Sales for $113,000.

Fiscal Impact

The total of all five contracts is $1,131,812. Funding is available for this purpose in the approved FY 2012-13 Parks and Recreation Operating Budget and Cemetery Operating Budget.

Staff/Board Recommending

Scott Snider, Community Services, Assistant City Manager

Attachments

Resolution & Contract - Star Landscape
Resolution & Contract - Gorman Outdoor
Resolution & Contract - Lubbock Tree Sales
Resolution & Contract - All Seasons Property Care
Resolution & Contract - MDM Mowing
Bid Tabulation 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. 11094 for parks turf maintenance, by and between the City of Lubbock and Star Landscape, 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-Star Landscape
November 20, 2012

INDEX 4
BID SUBMITTAL

DATE: 11/9/2012

ITB 13-10981-CI, Parks Turf Maintenance

Bid of Star Landscape (hereinafter called Bidder)

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

Gentlemen:
The Bidder, in compliance with your Invitation to Bid for the **Parks Turf Maintenance** 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 turf maintenance mowing Specifications including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies in accordance with the plans, Specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the Work required under the contract documents.

Bidder hereby agrees to commence the Work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the mowing Cycles as per the turf maintenance Specifications and other contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 27 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.

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.

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BID SUBMITTAL

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 BÉ MADE ON THE BID SUBMITTAL FORM PRIOR TO BID OPENING.

Date: 11-9-2012

Authorized Signature

Downey Burns
(Printed or Typed Name)

Star Landscape
Company

1806 FM 2378
Address

Lubbock, Lubbock
City, County

Texas, 79407
State, Zip Code

Telephone: 806-792-7827

Fax: 806-885-1121

Federal Tax ID: 36 463 444 1

(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:

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

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BID FORM

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
35.	LEWIS & LITTLE LEAGUE FIELDS	54TH & AVE J	8.4	25	EA		
36.	MCALLISTER BASEBALL FIELDS	56TH & FRANKFORD	5.44	25	EA		
37.	CAVAZOS BASEBALL FIELDS	MARSHA SHARP FREEWAY & SPUR 327	12.43	25	EA		
38.	MLK LITTLE LEAGUE COMPLEX	E 19TH & ASPEN AVE	7.5	25	EA		
39.	TECH TERRACE	23RD & FLINT	18.0	25	EA		
40.	TRINITY BASEBALL	40TH & UNIVERSITY	2.65	25	EA		
41.	RIBBLE	62ND & TEMPLE	15.18	25	EA		
42.	DAVIS	40TH & NASHVILLE	8.2	25	EA		
43.	MAXEY	30TH AND NASHVILLE	47.53	25	EA		
44.	YOUTH SPORTS COMPLEX DEVELOPED	6204 125TH	58.1	25	EA		
45.	SIMMONS (INCLUDING SWIMMING POOL)	E. 23RD & OAK	54	25	EA		
46.	CLAPP FLAG FOOTBALL FIELDS	4400 & AVE U	3.24	25	EA		
		GROUP 2 CLASS A & B APPROX. ACREAGE	271.06				
					GROUP 2: CLASS A & B TOTAL COST (ITEMS 25 – 46)		**$**

GROUP 3
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
47.	N. AVE Q STRIP	N. AVE. Q DR. & N. AVE. P	0.16	17	EA	22.00	$ 374.00
48.	GUADALUPE ENTRANCE	1ST & AVE. J	0.25	17	EA	22.00	374.00

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BID FORM

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
49.	GUADALUPE	2ND & AVE. P	3.2	17	EA	121.00	2057.00
50.	WOODS	ERSKINE & ZENITH	11.2	17	EA	484.00	8228.00
51.	GUADALUPE STRIP	N. AVE. P & 2ND	3.5	17	EA	138.00	2346.00
52.	PALLOTINE	N. AVE. L & 1ST	1.5	17	EA	74.00	1258.00
53.	CARTER	N. GLOBE & N. LOOP 289	3.7	17	EA	129.00	2193.00
54.	SIMS	MARLBORO & KING	5.4	17	EA	192.00	3264.00
55.	REAGAN	COLGATE ST. & OLIVE AVE.	4.48	17	EA	158.00	2686.00
56.	HOLLINS	1ST & VERNON	4.3	17	EA	183.00	3111.00
57.	DAVIES	N. AVE N & CLEMSON	6.0	17	EA	222.00	3774.00
58.	CANYON RIM	BATES & AVE K	3.4	17	EA	116.00	1972.00
59.	SEDBERRY	E. 10TH & GUAVA	5.0	17	EA	188.00	3196.00
60.	BUTLER	E. 4TH & ZENITH	8.0	17	EA	198.00	3366.00
61.	OVERTON	14TH & AVE U	2.0	17	EA	71.00	1207.00
62.	ROY FURR PIONEER	6TH & AVE T	4.2	17	EA	151.00	2567.00
63.	CARLISLE CEMETERY	7308 19TH	1.1	17	EA	45.00	765.00
64.	SMITH	15TH & CHICAGO	4.3	17	EA	152.00	2584.00
65.	LOPEZ	AUBURN & CHICAGO	8.53	17	EA	341.00	5797.00
66.	COOKE	18TH & KIRBY	7.25	17	EA	252.00	4284.00
67.	WHISPER WOOD	4TH & WHISPER WOOD	5.0	17	EA	164.00	2788.00
68.	BUDDY HOLLY REC AREA	N. UNIVERSITY & CANYON LAKE RD.	8.06	17	EA	251.00	4267.00

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BID FORM

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
69.	FIESTA PLAZA	911 N. UNIVERSITY	17.35	17	EA	425.00	7225.00
70.	MAEDGEN	1ST & BOSTON	4.51	17	EA	158.00	2686.00
71.	DETROIT AVE. STRIP	CLOVIS HWY. TO 2ND PLACE	1.7	17	EA	41.00	697.00
72.	RCA (DEVELOPED)	15TH & INLER	3.12	17	EA	100.00	1700.00
73.	OLD ANIMAL SHELTER	401 N. ASH	2.7	17	EA	87.00	1479.00
74.	MACKENZIE /MACKENZIE CORRIDOR	301 I-27	113.66	17	EA	2800.00	47600.00
		GROUP 3 CLASS C APPROX. ACREAGE	243.89				
						GROUP 3: CLASS C TOTAL COST (ITEMS 47 – 74)	$ 123845.00

GROUP 4
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
75.	HAMILTON	22ND & AVE X	6.05	25	EA	200.00	$ 5000.00
76.	QUINCY MEDIANS	82ND TO 96TH & 93RD & PONTIAC TO 96TH AND PONTIAC	5.62	17	EA	295.00	5015.00
77.	REMINGTON	74TH & ALBANY	16.44	17	EA	407.00	6919.00
78.	69TH & SLIDE	69TH & SLIDE	2.24	17	EA	91.00	1547.00
79.	McCRUMMEN	19TH & AVE T	2.60	17	EA	74.00	1258.00
80.	CHATMAN HILL ENTRANCE	23RD & AVE A	0.25	17	EA	32.00	544.00
81.	LUSK	E. 25TH & OAK	8.7	17	EA	305.00	5185.00
82.	WASHINGTON	E. 22ND & CEDAR	3.5	17	EA	129.00	2193.00

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BID FORM

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST	
83.	CARLISLE	27TH & AVE X	4.5	17	EA	164.00	2788.00	
84.	CHATMAN	E. 29TH & JUNIPER	3.0	17	EA	108.00	1836.00	
85.	RAWLINGS	40TH & AVE B	1.9	17	EA	58.00	986.00	
86.	BURNS	23RD AND AVE K	3.0	17	EA	98.00	1666.00	
87.	BERRY	36TH & CEDAR	9.9	17	EA	288.00	4896.00	
88.	WAGNER	26TH & ELGIN	8.87	17	EA	295.00	5015.00	
89.	HINOJOSA	7336 22ND	3.85	17	EA	116.00	1972.00	
90.	DURAN	26TH & KEWANEE	8.42	17	EA	234.00	3978.00	
91.	STRONG	81ST & AVE. U	8.7	17	EA	234.00	3978.00	
92.	UNDERWOOD	74TH & CEDAR	9.0	17	EA	272.00	~~4640.00~~	4,624.00
93.	WHEELOCK	40TH & ELGIN	1.5	17	EA	85.00	1445.00	
94.	RATLIFF	50TH & CHICAGO	6.0	17	EA	217.00	3689.00	
95.	HOEL	84TH & CHICAGO	8.28	17	EA	337.00	5729.00	
96.	NEUGEBAUER	83RD & GARDENER	3.29	17	EA	90.00	1530.00	
97.	CASEY	66TH & AVE W	9.4	17	EA	274.00	4658.00	
98.	CROW	91ST & BELTON	5.87	17	EA	194.00	3298.00	
99.	NEW ANIMAL SHELTER (DEVELOPED)	3323 SE LOOP 289	3	17	EA	194.00	3298.00	
100.	MILWAUKEE MEDIANS	MILWAUKEE & MARSHA SHARP FREEWAY TO SPUR 327	.22	17	EA	37.00	629.00	
		GROUP 4 CLASS C APPROX. ACREAGE	138.05					
						GROUP 4 CLASS C TOTAL COST (ITEMS 75 – 100)	$ ~~83692.00~~	83,676.00

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BID FORM

GROUP 5
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX. MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT. CYCLES (Approximate)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
101.	CLAPP (EXCLUDING TRINITY BASEBALL FIELD, SWIMMING POOL,TEA TERRACE & FLAG FOOTBALL FIELDS)	46TH & AVE U	86.5	17	EA	1798.00	$ 30566.00
102.	LEFTWICH	60TH & ELGIN	24.04	17	EA	460.00	7820.00
103.	ELMORE	66TH & QUAKER	30.16	17	EA	624.00	10608.00
104.	ANDREWS	76TH & MEMPHIS	17.39	17	EA EA	575.00	9775.00
105.	JENNINGS	73RD & WAYNE	29.07	17	EA	602.00	10234.00
106.	DUPREE	58TH & TOLEDO	25.58	17	EA	487.00	8279.00
107.	MILLER	MEMPHIS & S. LOOP 289	26.34	17	EA	576.00	9792.00
108.	HIGGINBOTHAM	19TH & VICKSBURG	17.3	17	EA	352.00	5984.00
109.	McCULLOUGH	88TH & FLINT	20.17	17	EA	401.00	6817.00
110.	LONG	56TH & ABERDEEN	12.57	17	EA	283.00	4811.00
111.	GUY	87TH & MEMPHIS	14.42	17	EA	410.00	6970.00
112.	STEVENS	75TH & SLIDE	14.08	17	EA	328.00	5576.00
113.	HUNEKE	82ND & NASHVILLE	11.27	17	EA	235.00	3995.00
114.	MAHON	29TH & CHICAGO	14.16	17	EA	270.00	4590.00
115.	KASTMAN	JOLIET & LOOP 289	14.59	17	EA	262.00	4454.00
116.	TENNIS CENTER	66TH & GARY	11.96	17	EA	260.00	4420.00
		GROUP 5 CLASS C APPROX. ACREAGE	369.6				
					GROUP 5 CLASS C TOTAL COST (101 – 116)	**$**	34691.00

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. 11095 for parks turf maintenance, by and between the City of Lubbock and Gorman Outdoor, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Gorman Outdoor, Inc.
November 20, 2012

INDEX 4
BID SUBMITTAL

DATE: 11/13/12

ITB 13-10981-CI, Parks Turf Maintenance

Bid of GERMAN OUTDOOR INC (hereinafter called Bidder)

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

Gentlemen:
The Bidder, in compliance with your Invitation to Bid for the **Parks Turf Maintenance** 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 turf maintenance mowing Specifications including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies in accordance with the plans, Specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the Work required under the contract documents.

Bidder hereby agrees to commence the Work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the mowing Cycles as per the turf maintenance Specifications and other contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 27 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.

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.

INDEX 4
BID SUBMITTAL

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: 11/13/2012

Authorized Signature

J BRETT GORMAN
(Printed or Typed Name)

GORMAN OUTDOOR
Company

PO Box 66336
Address

LUBBOCK, LUBBOCK
City, County

TEXAS, 79493
State Zip Code

Telephone: 806 - 792-4171

Fax: 806 - 792-2785

Federal Tax ID: 26-4072970

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 11/11/12
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

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

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BID FORM

GROUP 6
CLASS D PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX. MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT. CYCLES (Approximate)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
117.	CANYON LAKES 1 & 2, EXCEPT BUDDY HOLLY REC AREA	CANYON LAKE RD & N. LOOP 289	134.28	9	EA	3350	$ 30150
118.	CANYON LAKE 3	N. CESAR CHAVEZ DR & ERSKINE TO N. AVE. P	50.28	9	EA	1250	11250
119.	CANYON LAKE UNDEVELOPED (PARKWAY DR TO EAST BROADWAY)	PARKWAY DR. TO EAST BROADWAY	44.27	9	EA	1100	9900
120.	CANYON LAKE- UNDEVELOPED (40 ACRES) WEST OF WINDMILL CENTER	E. BROADWAY & CANYON LAKE RD.	18.73	9	EA EA	450	4050
121.	CANYON LAKE UNDEVELOPED (N. AVE. Q TO I-27)	N. AVE. Q TO I-27	32.36	9	EA	1100 ~~$12~~	9900
122.	CANYON LAKE 6	MLK BLVD & CANYON LAKE RD.	127.13	9	EA	3000	27000
123.	CANYON LAKE UNDEVELOPED (ANDREWS BUILDING)	E. BROADWAY TO E. 19TH, WEST OF LAKE	8.9	9	EA	225	2025
124.	CANYON LAKE UNDEVELOPED (FARM PAC)	E. 19TH TO E. 24TH ST., WEST OF LAKE	8.3	9	EA	225	2025
125.	SOUTH MACKENZIE (SLUDGE PIT)	BROADWAY & E. CANYON LAKE RD ENTRANCE, ON NORTH & EAST SIDE OF CANYON LAKE RD	10.59	9	EA	250	2250
126.	ASH AVE. STRIP	E. 23RD & ASH	1.6	9	EA	75	675
127.	RADIO CONTROL AIRPORT (UNDEVELOPED AREA)	15TH & INLER	6.99	9	EA	200	1800
128.	AVE. L MEDIAN	34TH TO 38TH	1.5	9	EA	200	1800
129.	CLOVIS TRIANGLE	UNIVERSITY & CLOVIS	0.15	9	EA	50	450
130.	BUTLER ANNEX	4TH & ZENITH	3.4	9	EA	100	900
131.	VARDO & CYPRESS	VARDO & CYPRESS	0.2	9	EA	50	450

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BID FORM

ITEM	UNIT	ADDRESS	APPROX. MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT. CYCLES (Approximate)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
132.	78TH & ASH	78TH & ASH	7.8	9	EA	310	2790
133.	SOUTHEAST DR.	E. 20TH TO CORONADO ST.	3.6	9	EA	160	1440
134.	PRAIRIE DOG TOWN	N. MACKENZIE & MEADOWBROOK GOLF	9.7	9	EA	350	3150
135.	RIBBLE ANNEX	58TH & TEMPLE	3.2	9	EA	150	1350
136.	HOOD ANNEX	24TH & AVE Q	1.2	9	EA	75	675
137.	TREE NURSERY	WEST OF 2502 UTICA, IN ALLEY	14.24	9	EA	490	4410
138.	WEST WIND	1ST & FRANKFORD	5.9	9	EA	240	2160
139.	HORIZON WEST	COLGATE & FRANKFORD	5.23	9	EA	225	2025
140.	UNDEVELOPED LAND (MUNICIPAL DR. & ELM)	MUNICIPAL DR. & ELM	3.0	9	EA	150	1350
141.	McALISTER, EXCLUDING BASEBALL FIELDS	MILWAUKEE & MARSHA SHARP FREEWAY	261.41	9	EA	5220	46,980
142.	HINOJOSA, UNDEVELOPED AREA	7336 22ND	5.25	9	EA	200	1800
143.	MUNICIPAL DR & ASH CORNER	MUNICIPAL DR. & ASH	43.0	9	EA	1075	9675
144.	CLOVIS RD. TRIANGLES	CLOVIS, ON AVE. R & S	0.14	9	EA	50	450
145.	LP&L PARKING LOT	MUNICIPAL DR. & MACKENZIE B.B.	0.8	9	EA	50	450
146.	REAGAN ANNEX	COLGATE & OLIVE	6.1	9	EA	200	1800
147.	TENNIS CENTER ANNEX	66TH & ELGIN	5.56	9	EA	250	2250
148.	YOUTH SPORTS COMPLEX UNDEVELOPED	6204 125TH	97.12	9	EA	1900	17,100
149.	NEW ANIMAL SHELTER (UNDEVELOPED)	3323 SE LOOP 289	9.8	9	EA	300	2700
150.	SUNCREST	10602 QUAKER AVE FROM QUAKER TO VICKSBURG	5.39	9	EA	250	2250

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BID FORM

ITEM	UNIT	ADDRESS	APPROX. MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT. CYCLES (Approximate)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
151.	E. 19TH ST. MEDIANS	E. 19TH ST. (ZENITH TO 1321 E. 19TH ST)	1.0	9	EA	100	900
152.	E. 34TH ST. & MLK BLVD MEDIANS	E 34TH ST & MLK BLVD.	1.78	9	EA	150	1350
		GROUP 7 CLASS D APPROX. ACREAGE	1,126.27				
						GROUP 6 CLASS D TOTAL COST (ITEMS 117 – 152)	**$** 21,680.00

GROUP 7
CLASS B - BROADWAY STREETSCAPES:

ITEM	UNIT	ADDRESS	APPROX AREA	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
153.	BROADWAY STREETSCAPE (NON-BAGGED)	UNIVERSITY & BROADWAY TO BROADWAY & MLK BLVD.	2.7 MILES	25	EA		$
		GROUP 8 CLASS B APPROX. ACREAGE	2.7 MILES				
						GROUP 7 CLASS B TOTALS (ITEM 153)	**$**

GROUP 7
CLASS C - S.W. LOOP TURNAROUNDS:

ITEM	UNIT	ADDRESS	APPROX. MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
154.	UNIVERSITY / SOUTHEAST QUADRANT	S. LOOP 289 & UNIVERSITY	1.82	17	EA		$
155.	UNIVERSITY / SOUTHWEST QUADRANT	S. LOOP 289 & UNIVERSITY	1.23	17	EA		
156.	UNIVERSITY / NORTHWEST QUADRANT	S. LOOP 289 & UNIVERSITY	1.06	17	EA		
157.	UNIVERSITY/ NORTHEAST QUADRANT	S. LOOP 289 & UNIVERSITY	1.36	17	EA		
158.	INDIANA / SOUTHEAST QUADRANT	S. LOOP 289 & INDIANA	1.58	17	EA		
159.	INDIANA /NORTHWEST QUADRANT	S. LOOP 289 & INDIANA	.95	17	EA		

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. 11097 for parks turf maintenance, by and between the City of Lubbock and Lubbock Tree Sales, 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-Lubbock Tree Sales
November 20, 2012

INDEX 4
BID SUBMITTAL

DATE: 11/11/12

ITB 13-10981-CI, Parks Turf Maintenance

Bid of Lubbock Tree Sales (hereinafter called Bidder)

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

Gentlemen:
The Bidder, in compliance with your Invitation to Bid for the **Parks Turf Maintenance** 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 turf maintenance mowing Specifications including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies in accordance with the plans, Specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the Work required under the contract documents.

Bidder hereby agrees to commence the Work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the mowing Cycles as per the turf maintenance Specifications and other contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 27 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.

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.

INDEX 4
BID SUBMITTAL

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.

(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_____

Date: 11-11-12

Authorized Signature

Bryan Oliphint
(Printed or Typed Name)

Lubbock Tree Surgeons
Company

111 N. Milwaukee
Address

Lubbock, Lubbock
City, County

Texas, 79416
State, Zip Code

Telephone: 806 - 773-3830

Fax: 806 - 791-2501

Federal Tax ID: 45-4173620

M/WBE Firm:

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

INDEX 9
BID FORM

ITEM	UNIT	ADDRESS	APPROX. AREA	ANNUAL MAINTCYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
212	SLIDE ROAD RIGHT-OF-WAY	60TH TO S. LOOP	31 MI	8	EA		
213	ERSKINE AVE	FRANKFORD TO MILWAUKEE	1.0 MI	8	EA		
		GROUP 7 CLASS E ROW APPROX. LINEAR MILES	19.68 MILES				
						GROUP 7 CLASS E TOTAL COST (ITEMS 170 – 213)	**$**
						GROUP 7 CLASS B, C & E TOTAL COST (ITEMS 153 – 213)	**$**

GROUP 8
CLASS B – CEMETERY:

ITEM	UNIT	ADDRESS	APPROX ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
214	CITY OF LUBBOCK CEMETERY	2011 EAST 31ST STREET	160	25	EA	$4520	$ 113,000.00
215	ADDITIVE OPTION CITY OF LUBBOCK CEMETERY * Contractor will string trim the entire Cemetery property for each cycle	2011 EAST 31ST STREET	160	25	EA	INCLUDED IN ABOVE	INCLUDED IN ABOVE
		GROUP 8 CLASS B APPROX. ACREAGE	160				
						GROUP 8 CLASS B TOTAL COST (ITEMS 214 – 215) :	**$** 113,000.00

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. 10981 for parks turf maintenance, by and between the City of Lubbock and All Seasons Property Care, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-All Seasons
November 20, 2012

INDEX 4
BID SUBMITTAL

DATE: 11 / 13 / 2012

ITB 13-10981-CI, Parks Turf Maintenance

Bid of All Seasons Property Care Inc. (hereinafter called Bidder)

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

Gentlemen:
The Bidder, in compliance with your Invitation to Bid for the **Parks Turf Maintenance** 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 turf maintenance mowing Specifications including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies in accordance with the plans, Specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the Work required under the contract documents.

Bidder hereby agrees to commence the Work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the mowing Cycles as per the turf maintenance Specifications and other contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 27 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.

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.

INDEX 4
BID SUBMITTAL

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: 11/12/2012

Authorized Signature

Joe Gillispie
(Printed or Typed Name)

All Seasons Property Care Inc.
Company

P.O. Box 93783
Address

Lubbock, Lubbock
City, County

Texas, 79493
State Zip Code

Telephone: 806 - 863-2651

Fax: 806 - 863-

Federal Tax ID: 75-2655180

(Seal if Bidder is a Corporation)

ATTEST:
Susan Gillispie
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 11/1/12 JG
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

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

Original

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BID FORM

BID FORM – UNIT PRICE CONTRACTS

GROUP 1
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT CYCLE UNIT COST	EXTENDED COST
A-REELED (BAGGED)							
1.	GATEWAY PLAZA	BROADWAY & AVE Q (NE CORNER)	1.2	29	EA	75	$ 2,175
2.	BUDDY HOLLY PLAZA	19TH & CRICKETS AVE	1.17	29	EA	250	7,250
(NON-BAGGED) PROPERTIES							
3.	UNIVERSITY MEDIANS	UNIVERSITY (GOODACRE TO 17TH)	.52	29	EA	160	4,640
4.	PATTERSON LIBRARY	1836 PARKWAY DR.	5.0	29	EA	250	7,250
5.	GROVES LIBRARY	5520 19TH	2.08	29	EA	225	6,525
6.	SLIDE RD MEDIANS	SLIDE RD. (4TH TO NORTH LOOP 289)	3.75	29	EA	280	8,120
7.	BROADWAY MEDIANS	BROADWAY & Q AND BROADWAY & MLK	0.25	29	EA	75	2,175
8.	MACKENZIE PARK AMPHITHETER	423 EAST BROADWAY	5.33	29	EA	375	10,875

GROUP 1
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT CYCLE UNIT COST	EXTENDED COST
CLASS B – ROTARY (BAGGED)							
9.	MONTELONGO SWIMMING POOL	N. GARY & BATES AVE.	.25	25	EA	100	$ 2,500
CLASS B – ROTARY (NON-BAGGED)							
10.	MACKENZIE N. CONNIE MACK AND FIELD #5 (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.12	25	EA	300	7,500

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BID FORM

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT CYCLE UNIT COST	EXTENDED COST
11.	MACKENZIE N. FAST PITCH AND LITTLE LEAGUE FIELDS (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.6	25	EA	300	7,500
12.	MACKENZIE N. SOFTBALL FIELDS # 6&7 (INCLUDING IN BETWEEN FIELDS)	MUNICIPAL DR & PARK RD 18	10.55	25	EA	300	7,500
13.	HODGES	MARSHALL & UNIVERSITY	13.1	25	EA	475	11,875
14.	HUFFMAN ATHLETIC COMPLEX	N. LOOP 289 AND LANDMARK DR	114.99	25	EA	1375	34,375
15.	AVE X TRIANGLE	16TH & AVE X	0.4	25	EA	175	4,375
16.	AUDITORIUM-COLISEUM	MARSHA SHARP & BOSTON	4.77	25	EA	250	6,250
17.	RODGERS	3200 BATES	8.30	25	EA	300	7,500
18.	CIVIC CENTER/ MAHON LIBRARY & MUNICIPAL SQ PARKING LOT	9TH & AVE P	32.11	25	EA	685	17,125
19.	AVENUE O MEDIAN AND WALK OF FAME	AVE O, 6TH TO 10TH	2.5	25	EA	250	6,250
20.	SOUTH PARKING LOT	9TH & AVE K	1.93	25	EA	75	1,875
21.	GAZEBO AND EAST PARKING LOT	9TH & AVE K	1.72	25	EA	75	1,875
22.	NORTHWEST LITTLE LEAGUE	903 NORTH UNIVERSITY AVENUE	9.04	25	EA	400	10,000
23.	PARKS OFFICE	1611 10TH	1.0	25	EA	75	1,875
24.	ATZLAN	1ST & AVE. K	25	25	EA	550	13,750
GROUP 1 CLASS A & B APPROX. ACREAGE			265.66				
GROUP 1: CLASS A & B TOTAL COST (ITEMS 1 – 24)						**$**	191,135

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BID FORM

GROUP 2
CLASS A PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT CYCLE UNIT COST	EXTENDED COST
A-REELED (BAGGED)							
25.	GARDEN & ARTS TEA TERRACE	44TH & UNIVERSITY	0.25	29	EA	50	$ 1,450
(NON-BAGGED) PROPERTIES:							
26.	MLK AVENUE MEDIANS	MLK, 2200-2300 BLOCK	0.72	29	EA	75	2,175
27.	INDIANA MEDIANS	INDIANA, (19TH–34TH)	1.81	29	EA	430	12,470
28.	UNIVERSITY MEDIANS	UNIVERSITY (20TH TO 34TH)	3.26	29	EA	325	9,425
29.	UNIVERSITY MEDIANS	UNIVERSITY (34TH TO 49TH)	.76	29	EA	325	9,425
30.	UNIVERSITY CORNER	19TH & UNIVERSITY	0.72	29	EA	75	2,175

GROUP 2
CLASS B PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
CLASS B - ROTARY (BAGGED)							
31.	CLAPP SWIMMING POOL	4502 AVE. U	0.32	25	EA	75	$ 1,875
32.	MAXEY SWIMMING POOL	30TH & NASHVILLE AVE.	0.15	25	EA	75	1,875
CLASS B – ROTARY (NON-BAGGED)							
33.	STUBBS & SOFTBALL FIELDS	36TH & AVE N	8.0	25	EA	400	10,000
34.	HOOD & SOFTBALL FIELDS	23RD & AVE Q	9.45	25	EA	475	11,875

INDEX 9
BID FORM

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT CYCLE UNIT COST	EXTENDED COST
35	LEWIS & LITTLE LEAGUE FIELDS	54TH & AVE J	8.4	25	EA	455	11,375
36	MCALLISTER BASEBALL FIELDS	56TH & FRANKFORD	5.44	25	EA	155	3,875
37	CAVAZOS BASEBALL FIELDS	MARSHA SHARP FREEWAY & SPUR 327	12.43	25	EA	325	8,125
38	MLK LITTLE LEAGUE COMPLEX	E 19TH & ASPEN AVE	7.5	25	EA	430	10,750
39	TECH TERRACE	23RD & FLINT	18.0	25	EA	400	10,000
40	TRINITY BASEBALL	40TH & UNIVERSITY	2.65	25	EA	125	3,125
41	RIBBLE	62ND & TEMPLE	15.18	25	EA	350	8,750
42	DAVIS	40TH & NASHVILLE	8.2	25	EA	310	7,750
43	MAXEY	30TH AND NASHVILLE	47.53	25	EA	975	24,375
44	YOUTH SPORTS COMPLEX DEVELOPED	6204 125TH	58.1	25	EA	875	21,875
45	SIMMONS (INCLUDING SWIMMING POOL)	E. 23RD & OAK	54	25	EA	700	17,500
46	CLAPP FLAG FOOTBALL FIELDS	4400 & AVE U	3.24	25	EA	150	3,750
GROUP 2 CLASS A & B APPROX. ACREAGE			271.06				
GROUP 2: CLASS A & B TOTAL COST (ITEMS 25 – 46)						**$**	193,995

GROUP 3
CLASS C PARKS AND PROPERTIES:

ITEM	UNIT	ADDRESS	APPROX MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT CYCLE UNIT COST	EXTENDED COST
47	N. AVE Q STRIP	N. AVE. Q DR. & N. AVE. P	0.16	17	EA	40	$ 680
48	GUADALUPE ENTRANCE	1ST & AVE. J	0.25	17	EA	50	850

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. 11096 for parks turf maintenance, by and between the City of Lubbock and MDM Mowing, 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-MDM Mowing
November 20, 2012

INDEX 4
BID SUBMITTAL

DATE: 11 / 09 / 2012

ITB 13-10981-CI, Parks Turf Maintenance

Bid of MDM MOWING (hereinafter called Bidder)

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

Gentlemen:
The Bidder, in compliance with your Invitation to Bid for the **Parks Turf Maintenance** 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 turf maintenance mowing Specifications including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies in accordance with the plans, Specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the Work required under the contract documents.

Bidder hereby agrees to commence the Work on the above project on or before a date to be specified in a written "Notice to Proceed" of the Owner and to complete the mowing Cycles as per the turf maintenance Specifications and other contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 27 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.

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.

INDEX 4
BID SUBMITTAL

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: 11-9-12

Authorized Signature

MONTY MOLINAR
(Printed or Typed Name)

MDM MOWING
Company

303 E. 19th ST.
Address

WOLFFORTH, LUBBOCK
City, County

TX, 79382
State, Zip Code

Telephone: 806-831-1599

Fax: ___-___

~~Federal Tax ID:~~ S.S# 463-79-0962

(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:

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

INDEX 9
BID FORM

ITEM	UNIT	ADDRESS	APPROX. MAINTENANCE/ MOWABLE ACREAGE	ANNUAL MAINT. CYCLES (Approximate)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
151.	E. 19TH ST MEDIANS	E. 19TH ST. (ZENITH TO 1321 E 19TH ST)	1.0	9	EA		
152.	E. 34TH ST. & MLK BLVD MEDIANS	E 34TH ST & MLK BLVD.	1.78	9	EA		
		GROUP 7 CLASS D APPROX. ACREAGE	1,126.27				
						GROUP 6 CLASS D TOTAL COST (ITEMS 117 – 152)	$ NO BID

GROUP 7
CLASS B - BROADWAY STREETSCAPES:

ITEM	UNIT	ADDRESS	APPROX AREA	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
153.	BROADWAY STREETSCAPE (NON-BAGGED)	UNIVERSITY & BROADWAY TO BROADWAY & MLK BLVD.	2.7 MILES	25	EA	750	$ 18,750
		GROUP 8 CLASS B APPROX. ACREAGE	2.7 MILES				
						GROUP 7 CLASS B TOTALS (ITEM 153)	$ 18,750

GROUP 7
CLASS C - S.W. LOOP TURNAROUNDS:

ITEM	UNIT	ADDRESS	APPROX. MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
154.	UNIVERSITY / SOUTHEAST QUADRANT	S. LOOP 289 & UNIVERSITY	1.82	17	EA	60	$ 1020
155.	UNIVERSITY / SOUTHWEST QUADRANT	S. LOOP 289 & UNIVERSITY	1.23	17	EA	60	1020
156.	UNIVERSITY / NORTHWEST QUADRANT	S. LOOP 289 & UNIVERSITY	1.06	17	EA	70	1190
157.	UNIVERSITY/ NORTHEAST QUADRANT	S. LOOP 289 & UNIVERSITY	1.36	17	EA	50	850
158.	INDIANA / SOUTHEAST QUADRANT	S. LOOP 289 & INDIANA	1.58	17	EA	70	1190
159.	INDIANA /NORTHWEST QUADRANT	S. LOOP 289 & INDIANA	.95	17	EA	70	1190

INDEX 9
BID FORM

ITEM	UNIT	ADDRESS	APPROX. MAINTENANCE /MOWABLE ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
160.	INDIANA/ SOUTHWEST QUADRANT	S. LOOP 289 & INDIANA	0.9	17	EA	50	850
161.	INDIANA/ NORTHEAST QUADRANT	S. LOOP 289 & INDIANA	1.28	17	EA	50	850
162.	QUAKER / SOUTHEAST QUADRANT	S. LOOP 289 & QUAKER	2.42	17	EA	100	1700
163.	QUAKER / NORHTEAST QUADRANT	S. LOOP 289 & QUAKER	1.14	17	EA	70	1190
164.	QUAKER / NORTHWEST QUADRANT	S. LOOP 289 & QUAKER	1.42	17	EA	60	1020
165.	QUAKER/ SOUTHWEST QUADRANT	S. LOOP 289 & QUAKER	.96	17	EA	50	850
166.	SLIDE / SOUTHEAST QUADRANT	S. LOOP 289 & SLIDE	1.43	17	EA	70	1190
167.	SLIDE/ NORTHWEST QUADRANT	S. LOOP 289 & SLIDE	1.35	17	EA	70	1190
168.	SLIDE/ SOUTHWEST QUADRANT	S. LOOP 289 & QUAKER	.57	17	EA	50	850
169.	SLIDE / NORTHEAST QUADRANT	S. LOOP 289 & SLIDE	0.89	17	EA	50	850
GROUP 7 CLASS C APPROX. ACREAGE			20.08				
GROUP 7 CLASS C S.W. LOOP TURNAROUND TOTAL COST (ITEMS 154 – 169)						$	17,000

GROUP 7
CLASS E RIGHT OF WAY PROPERTY:

ITEM	UNIT	ADDRESS	APPROX. AREA	ANNUAL MAINTCYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
170.	MARSHA SHARP & AVE. H (S.E.CORNER)	MARSHA SHARP FREEWAY & AVE. H	0.3 MI	8	EA	110	$ 880
171.	19TH RIGHT-OF-WAY	AVE C TO AVE F	.2 MI	8	EA	110	880
172.	19TH ST RIGHT-OF-WAY	AVE. X TO UNIVERSITY	.13 MI	8	EA	110	880
173.	19TH ST RIGHT-OF-WAY	UNIVERSITY TO INDIANA	1.0 MI	8	EA	200	1600

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BID FORM

ITEM	UNIT	ADDRESS	APPROX. AREA	ANNUAL MAINTCYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
174.	19TH ST RIGHT-OF-WAY	INDIANA TO PEORIA	0.7 MI	8	EA	160	1280
175.	19TH ST RIGHT-OF-WAY	FRANKFORD TO W. LOOP 289	0.22 MI	8	EA	160	1280
176.	34TH ST RIGHT-OF-WAY	HICKORY TO GLOBE	.11 MI	8	EA	65	520
177.	34TH ST RIGHT-OF-WAY	AVE G. TO I-27	1.0 MI	8	EA	110	880
178.	34TH ST RIGHT-OF-WAY	I-27 TO AVE. J	.90 MI	8	EA	110	880
179.	34TH ST RIGHT-OF-WAY	AVE. X TO UNIVERSITY	0.13 MI	8	EA	85	680
180.	34TH ST RIGHT-OF-WAY	UNIVERSITY TO AKRON	.12 MI	8	EA	70	560
181.	34TH ST RIGHT-OF-WAY	VICKSBURG TO SLIDE	.37 MI	8	EA	110	880
182.	34TH AND SLIDE TRIANGLE	34TH AND SLIDE	.30	8	EA	110	880
183.	34TH ST RIGHT-OF-WAY	FRANKFORD TO HYDEN	0..48 MI	8	EA	160	1280
184.	29TH DR. RIGHT-OF-WAY	34TH TO MARSHA SHARP FREEWAY	0.22 MI	8	EA	160	1280
185.	50TH ST RIGHT-OF-WAY	AVE C TO I-27	.35 MI	8	EA	70	560
186.	50TH ST RIGHT-OF-WAY	I-27 TO AVE Q	0.59 MI	8	EA	200	1600
187.	50TH ST RIGHT-OF-WAY	AVE W TO UNIVERSITY	0..25 MI	8	EA	65	520
188.	50TH ST RIGHT-OF-WAY	UNIVERSITY TO INDIANA	1.0 MI	8	EA	200	1600
189.	50TH ST RIGHT-OF-WAY	INDIANA TO QUAKER	1.0 MI	8	EA	160	1280
190.	50TH ST RIGHT-OF-WAY	WAYNE TO SLIDE INCLUDING 3 MEDIANS @ INTERSECTION	.25 MI	8	EA	160	1280
191.	N. MLK RIGHT-OF-WAY	REGIS TO MUNICIPAL DRIVE HARDSURFACE & LANDSCAPE MEDIANS	2.04 MI	8	EA	460	3680
192.	MLK RIGHT-OF-WAY	E. 2ND TO E. 4TH	0.28 MI	8	EA	160	1280

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BID FORM

ITEM	UNIT	ADDRESS	APPROX. AREA	ANNUAL MAINTCYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
193.	MLK RIGHT-OF-WAY	E. 19TH THROUGH 37TH	1.3 MI	8	EA	260	2080
194.	AVE A RIGHT-OF-WAY	UNDERPASS BETWEEN 13TH & 16TH ST.	0.19 MI	8	EA	80	640
195.	AVE A RIGHT-OF-WAY	51ST TO 60TH	0.63 MI	8	EA	160	1280
196.	AVE H UNDERPASS	MARSHA SHARP FREEWAY TO 7TH	0.20 MI	8	EA	160	1280
197.	TEXAS AVE UNDERPASS	MARSHA SHARP FREEWAY TO 7TH	0.22 MI	8	EA	160	1280
198.	AVE L RIGHT-OF-WAY	MARSHA SHARP FREEWAY TO 8TH	0.28 MI	8	EA	65	520
199.	AVE O RIGHT-OF-WAY	MARSHA SHARP FREEWAY TO MAC DAVIS	0.15 MI	8	EA	40	320
200.	CLOVIS & AVE Q MEDIAN	AVE Q & CLOVIS RD.	0.02 MI	8	EA	40	320
201.	CLOVIS & INDIANA MEDIAN	INDIANA & CLOVIS RD. S.E.CORNER MEDIAN	.01 MI	8	EA	40	320
202.	UNIVERSITY RIGHT-OF-WAY	N. LOOP 289 TO ERSKINE	1.0 MI	8	EA	160	1280
203.	UNIVERSITY RIGHT-OF-WAY	CLOVIS TO DARTMOUTH	0.07 MI	8	EA	65	520
204.	UNIVERSITY RIGHT-OF-WAY	3RD ST TO MARSHA SHARP FREEWAY	.05 MI	8	EA	65	520
205.	UNIVERSITY RIGHT-OF-WAY	MARSHA SHARP FREEWAY TO MAC DAVIS	.14 MI	8	EA	40	320
206.	UNIVERSITY RIGHT-OF-WAY	MAC DAVIS TO GOODACRE	.12 MI	8	EA	40	320
207.	UNIVERSITY RIGHT-OF-WAY	17TH TO 19TH	.14 MI	8	EA	40	320
208.	UNIVERSITY RIGHT-OF-WAY	19TH TO 20TH	.09 MI	8	EA	40	320
209.	UNIVERSITY RIGHT-OF-WAY	38TH TO 44TH	.38 MI	8	EA	80	640
210.	UNIVERSITY RIGHT-OF-WAY	46TH TO 50TH	.25 MI	8	EA	80	640
211.	UNIVERSITY RIGHT-OF-WAY	50TH TO S. LOOP	1.34 MI	8	EA	260	2080

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BID FORM

ITEM	UNIT	ADDRESS	APPROX. AREA	ANNUAL MAINTCYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
212.	SLIDE ROAD RIGHT-OF-WAY	60TH TO S. LOOP	.31 MI	8	EA	100	800
213.	ERSKINE AVE	FRANKFORD TO MILWAUKEE	1.0 MI	8	EA	225	1800
		GROUP 7 CLASS E ROW APPROX. LINEAR MILES	19.68 MILES				
					GROUP 7 CLASS E TOTAL COST (ITEMS 170 – 213)	**$** ~~40,040~~	44,040
					GROUP 7 CLASS B, C & E TOTAL COST (ITEMS 153 – 213)	**$** 79,790	

GROUP 8
CLASS B – CEMETERY:

ITEM	UNIT	ADDRESS	APPROX ACREAGE	ANNUAL MAINT CYCLES (APPROXIMATE)	U/M	MAINT. CYCLE UNIT COST	EXTENDED COST
214	CITY OF LUBBOCK CEMETERY	2011 EAST 31ST STREET	160	25	EA		$
215	ADDITIVE OPTION CITY OF LUBBOCK CEMETERY * Contractor will string trim the entire Cemetery property for each cycle.	2011 EAST 31ST STREET	160	25	EA		
		GROUP 8 CLASS B APPROX. ACREAGE	160				
					GROUP 8 CLASS B TOTAL COST (ITEMS 214 – 215) :	**$**	

City of Lubbock, TX
Parks and Recreation
Bid Tabulation
December 6, 2012

ITB 13-10981-CI
Parks Turf Maintenance

Item	Description/Vendor	Location	Total Amount
1	Group 1		
	All Seasons Property Care, Inc.	**Lubbock, TX**	**$ 191,135**
	Gorman Outdoor, Inc.	Lubbock, TX	201,630
	Pevey Lawn & Landscape, Inc.	Lubbock, TX	263,456
2	Group 2		
	All Seasons Property Care, Inc.	**Lubbock, TX**	**193,995**
	Gorman Outdoor, Inc.	Lubbock, TX	247,490
	Pevey Lawn & Landscape, Inc.	Lubbock, TX	260,775
3	Group 3		
	Star Landscape	**Lubbock, TX**	**123,845**
	West Texas Maintenance	Lubbock, TX	164,339
	All Seasons Property Care, Inc.	Lubbock, TX	166,430
	Gorman Outdoor, Inc.	Lubbock, TX	177,735
	Pevey Lawn & Landscape, Inc.	Lubbock, TX	197,999
	53 Design	Lubbock, TX	215,883
	Lubbock Turf Irrigation	Lubbock, TX	298,130
4	Group 4		
	Star Landscape	**Lubbock, TX**	**83,676**
	West Texas Maintenance	Lubbock, TX	97,452
	All Seasons Property Care, Inc.	Lubbock, TX	113,721
	Gorman Outdoor, Inc.	Lubbock, TX	133,870
	Lubbock Turf Irrigation	Lubbock, TX	162,317
	Pevey Lawn & Landscape, Inc.	Lubbock, TX	182,410
5	Group 5		
	Star Landscape	**Lubbock, TX**	**134,691**
	West Texas Maintenance	Lubbock, TX	157,250
	Pevey Lawn & Landscape, Inc.	Lubbock, TX	160,015
	All Seasons Property Care, Inc.	Lubbock, TX	164,424
	Gorman Outdoor, Inc.	Lubbock, TX	274,380

City of Lubbock, TX
Parks and Recreation
Bid Tabulation
December 6, 2012

ITB 13-10981-CI
Parks Turf Maintenance

Item	Description/Vendor	Location	Total Amount
6	Group 6		
	Gorman Outdoor, Inc.	**Lubbock, TX**	**211,680**
	Pevey Lawn & Landscape, Inc.	Lubbock, TX	254,421
	53 Design	Lubbock, TX	424,935
7	Group 7		
	MDM Mowing	**Wolfforth, TX**	**79,790**
	Pevey Lawn & Landscape, Inc.	Lubbock, TX	89,075
	Cutting Edge Landscape	Lubbock, TX	99,120
8	Group 8		
	Lubbock Tree Sales	**Lubbock, TX**	**113,000**
	Apex Lawn and Landscape	Slaton, TX	114,500
	West Texas Maintenance	Lubbock, TX	146,500
	Pevey Lawn & Landscape, Inc.	Lubbock, TX	165,125
	Star Landscape	Lubbock, TX	209,875
	Gorman Outdoor, Inc.	Lubbock, TX	230,625
	All Seasons Property Care, Inc.	Lubbock, TX	340,400

	Overall Totals		
	MDM Mowing (Group 7)	Wolfforth, TX	$ 79,790
	Lubbock Tree Sales (Group 8)	Lubbock, TX	113,000
	Gorman Outdoor, Inc. (Group 6)	Lubbock, TX	211,680
	Star Landscape (Groups 3, 4, and 5)	Lubbock, TX	342,212
	All Seasons Property Care (Groups 1 and 2)	Lubbock, TX	385,130

Regular City Council Meeting **5. 15.**

Meeting Date: 12/06/2012

Information

Agenda Item

Contract Resolution - Police: Consider a Resolution authorizing the Mayor to execute Contract 11074, an Agreement for Services, between the City and the Texas Tech University Health Science Center (TTUHSC) School of Nursing (SON) authorizing the collection and immediate turn over of biological evidence, pursuant to search warrants or consents for searches of criminal cases being investigated by the Lubbock Police Department.

Item Summary

The TTUHSC SON will collect and immediately turn over biological evidence pursuant to search warrants or consents for searches for criminal cases being investigated by the Lubbock Police Department. The LPD will pay TTUHSC SON $175 per executed warrant or consent.

Fiscal Impact

LPD will pay TTUHSC SON $175 per executed search warrant or consent (approximately 15 per year for a total fiscal impact of $2,625).

Staff/Board Recommending

Roger Ellis, Chief of Police
Capt. Scott Hudgens, Criminal Investigations

Attachments

Resolution & Agreement - Forensic Nurse Staffing

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 services by and between the Forensic Nurse Staffing of West Texas for the collection of biological evidence, 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 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

Res.Agrmnt.Forensic Nurse Staffing of West Texas
10.12.12

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

AGREEMENT FOR SERVICES

WHEREAS, it is in the public's interest to collect certain evidence for the investigation of crime; and

WHEREAS, the Police Department of the City of Lubbock is lawfully charged with the investigation of crimes within the City; and

WHEREAS, the Texas Tech University Health Sciences Center School of Nursing can provide the City with the specialized service of the collection of biological evidence for the Police Department by consent or search warrants; NOW THEREFORE:

ARTICLE I
PURPOSE OF AGREEMENT

The purpose of this Agreement is to state the terms and conditions under which TTUHSC SON will provide City with medical evaluation, case review, consultation and other needed services in investigations referred to TTUHSC SON by the Police Department of the City.

ARTICLE II
DEFINITIONS

LPD --Police Department of the City of Lubbock.

City--The City of Lubbock, Texas.

TTUHSC SON --Texas Tech University Health Sciences Center School of Nursing.

Patient-- Individual from whom the biological evidence is being obtained.

ARTICLE III
SERVICES PROVIDED

1) TTUHSC SON will provide exam services for the collection of biological evidence in cases wherein the Police Department has obtained a search warrant or a signed consent form from the patient for the collection of such evidence.

2) TTUHSC SON shall provide any and all supplies necessary and/or required for the collection of biological evidence as described above at no additional cost to the City.

3) The Police Department shall provide TTUHSC SON and University Medical Center with a copy of any search warrant or signed consent that the Police Department relies upon for the evidence collection referred to TTUHSC SON.

4) TTUHSC SON will provide such other consultative services as needed in the investigation and collection of biological evidence cases referred to TTUHSC SON by LPD, including expert information necessary to support LPD arrests.

5) TTUHSC SON shall provide a location suitable for the collection of the evidence at no additional cost to the City.

ARTICLE IV
COMPENSATION

The City shall pay TTUHSC SON ONE HUNDRED SEVENTY FIVE AND NO/100 DOLLARS ($175.00) per exam for the collection of biological evidence.

TTUHSC SON shall send the Police Department a monthly invoice on the 5th of each month for services provided the previous month pursuant to the Agreement.

Notwithstanding anything to the contrary contained in this Agreement, the City shall compensate TTUHSC SON only for those cases which are referred cases and only for the services enumerated in the "Services Provided" section of this Agreement as requested in writing by LPD.

In no event shall the total number of exams for collection of evidence for which the City compensates TTUHSC SON exceed 800 exams for the term of this Agreement. For a period up to four years after any year in which services are provided, the City retains the right to audit the books of TTUHSC SON inspecting the services provided under this Agreement. Any audit shall be accomplished during regular business hours.

ARTICLE V
TERM OF AGREEMENT

This agreement shall remain in effect until October 1 ("the Anniversary Date"), 2013 and shall automatically be renewed for successive twelve (12) month periods thereafter, unless either party hereto shall provide written notice of its desire to terminate this Agreement to the non-terminating party on or before the one hundred twentieth (120) day prior to the Anniversary Date.

ARTICLE VI
INSURANCE

The TTUHSC SON shall maintain Professional Liability in the amount of ONE HUNDRED THOUSAND AND NO/100 ($100,000.00).

ARTICLE VII
LIABILITY

The TTUHSC SON shall hold City free from any liability or responsibility for the acts and omissions of TTUHSC SON and its authorized agents and employees in the performance of any terms and conditions of this Agreement, and for services rendered by TTUHSC SON.

ARTICLE VIII
CONFIDENTIALITY

In keeping with the safeguarding by the medical profession of information about a patient obtained in the course of medical treatment, the results of all evaluations, consultations and examinations of cases referred to the TTUHSC SON by LPD will be kept in the strictest of confidence by TTUHSC SON and its employees. Information about individual cases will be released only to designated LPD personnel, and in compliance with local, state and federal law.

ARTICLE IX
OTHER PROVISIONS

1) This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas.

2) Neither party to this Agreement may assign its rights or delegate its duties under this Agreement unless prior written consent of the other party is obtained.

3) If any term or provision of this Agreement is held to be invalid for any reason, the invalidity of that section shall not affect the validity of any other section of this Agreement provided that any invalid provision is not material to the overall purpose and operation of this Agreement. The remaining provisions of this Agreement shall continue in full force and effect and shall not be affected, impaired or invalidated.

4) This agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understanding or written or oral agreements between the parties respecting the within subject matter.

5) This Agreement shall be changed only by written amendment signed by both parties and attached hereto.

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

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

IN WITNESS THEREOF, the parties to these presents have agreed upon and executed this Agreement for Services this _____ day of _____, 2012.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Roger Ellis, Chief of Police

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

Texas Tech University Health Sciences Center School of Nursing

CARRIE EDWARDS

DR. CHRIS PIEL
Medical Director

Texas Tech University Health Sciences Center

Elmo M. Cavin
Executive Vice President

FNSWT Agreement 2012 Final.doc
10.25.12

Regular City Council Meeting **5. 16.**

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to execute Contract 11102 an Interlocal Agreement between the City of Lubbock, Lubbock Independent School District, and Lubbock County to approve continued funding of the Specialized Treatment and Rehabilitation (S.T.A.R.) Program for FY 2012-13.

Item Summary

The Specialized Treatment and Rehabilitation (S.T.A.R.) Program provides regimented discipline and education for children from ages 11 to 16 who demostrate adverse behavior in school or commit Class C misdemeanors. Children are referred to STAR from Lubbock Independent School District (LISD), Municipal Court and the Lubbock County Justice of the Peace courts.

The City, LISD, and Lubbock County each will contribute $165,709 to the program.

Fiscal Impact

The City of Lubbock's portion of the STAR budget for FY 2012-13 is $165,709. Funding is available in the approved FY 2012-13 Municipal Court operating budget.

Staff/Board Recommending

Robert A. Doty- Presiding Judge of Municipal Court

Attachments

Resolution & Agreement - S.T.A.R.

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 Interlocal Agreement for the Specialized Treatment and Rehabilitation (STAR) Program and any associated documents with Lubbock Independent School system and Lubbock County for addressing the needs of school children, ages 11-16, whom the Juvenile Justice Center and/or a court have determined would benefit from placement in a program that combines education with a regimented discipline with Lubbock Independent School System and Lubbock County, a copy of which Interlocal 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 this _____ day of _____, 2012.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Robert Doty, Municipal Judge

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

STAR Prog.res12
11.27.12

STATE OF TEXAS)(**INTER-LOCAL AGREEMENT**

COUNTY OF LUBBOCK)(**SPECIALIZED TREATMENT AND REHABILITATION PROGRAM (STAR) FOR FISCAL YEAR 2012-2013**

This Inter-Local Agreement (Agreement), is made and entered into pursuant to the Inter-Local Cooperation Act (Chapter 791, Government Code), by and among LUBBOCK INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "LISD", the CITY OF LUBBOCK, hereinafter referred to as "CITY", and COUNTY OF LUBBOCK through the LUBBOCK COUNTY JUVENILE JUSTICE CENTER, hereinafter referred to as "COUNTY".

WHEREAS, the SPECIALIZED TREATMENT AND REHABILITATION project, hereinafter referred to as "STAR", is a cooperative venture between LISD, CITY, and COUNTY that will address the needs of school children, ages 11-16, who have committed offenses agreed upon by all parties, and whom the Lubbock County Juvenile Justice Center and/or the court has determined would benefit from placement in a program that combines education with a regimented discipline.

WHEREAS, LISD will provide the education component of STAR II, III, IV, and V.

WHEREAS, COUNTY will provide: (1) the regimented drill and exercise and; (2) some counseling and; (3) probation supervision to portions of the STAR program.

WITNESSETH:

I.
TERM

1.1 Term. Regardless of the date of execution, the term of this contract is for a period of one (1) year commencing on October 1, 2012, and ending on September 30, 2013.

1.2 Option to Renew. The parties have the option to renew this contract for three (3) successive one-year-terms, if thirty (30) days prior to the end of the term, the parties agree in writing to renew the contract.

II.
CONSIDERATION

2.1 The CITY, LISD, and the COUNTY each will contribute **ONE HUNDRED SIXTY-FIVE THOUSAND, SEVEN HUNDRED NINE DOLLARS (165,709.00)**. Each party paying for the performance of governmental functions or services hereunder must make those payments from current revenues available to the paying party as required by Section 791.011 of the Texas Government Code.

2.2 In addition to the funding described in 2.1. herein above, LISD will provide offices for the Juvenile Supervision Officers, classrooms for instructions, the field on which the students will drill,

and exercise (a gym will be used during days of inclement weather), showers for the students before school and at the end of the day, and the meals for the students.

2.3 The COUNTY will provide travel and training for the Juvenile Supervision Officers assigned to the project, and arrange for court hearings for placement of the students into the program.

2.4. The COUNTY will provide quarterly reports to the LISD and the CITY regarding progress of the program, expenditures, and a census of students enrolled and dismissed during the quarter.

2.5. As subdivisions of the State of Texas, CITY, COUNTY, AND LISD are exempt under the Internal Revenue Code Section 170 (b)(A)(iii).

2.6. Positions to be funded by this Agreement, with the funds being deposited and dispersed by the COUNTY, include a Supervisor, a Assistant Supervisor, and seven Juvenile Supervision Officers.

2.61 The Supervisor will report to the Director of the Lubbock County Juvenile Justice Center, and serve as the coordinator of the regimented close order drill and exercise portion of the program. The Supervisor will perform duties including, but not limited to the following:

1. Assure that all participants have had physical examinations, and have been cleared by a physician for participation in the program;

2. Assure exercises and regimented drill activities are appropriate for age and maturity level of participants;

3. Serve as the liaison among CITY, COUNTY, and LISD, on matters related to the STAR Program;

4. Supervise and evaluate performance of Juvenile Supervision Officer;

5. Provide to assigned probation officer progress reports on program participants;

6. Maintain data necessary for evaluative purposes;

7. Provide quarterly reports that include: number of juveniles enrolled in STAR III and IV Programs; number and type of criminal offenses committed by each juvenile prior to enrollment in STAR III and IV Program; criminal offenses committed by juveniles during STAR III and IV Programs participation; number and type of any criminal offense committed by a juvenile six months after completing the STAR Program.

8. Perform other duties as they are assigned by the Director of the Lubbock County Juvenile Justice Center.

2.62 The Assistant Supervisor and Juvenile Supervision Officer will perform duties including, but not limited to the following:

1. Assure exercises and regimented drill activities are appropriate for age and maturity

level of participants;

2. Provide to assigned probation officer, progress reports on program participants;

3. Maintain data necessary for evaluative purposes;

4. Complete attendance reports on all individuals assigned to program;

5. Develop standards of behavior expected of the program participants;

6. Perform other duties as they are assigned by the Supervisor.

III.
METHODOLOGY

A child's placement into the program occurs as a condition of probation, or upon a referral from LISD, Justice of the Peace Court, and/or the Municipal Court.

3.1 Condition of probation. The court may require participation in the STAR Program as a condition of probation.

3.11 Referral from LISD. Referrals will be made to the STAR Program by principals, or their designees, from Junior High and High Schools in LISD, and Project Intercept Unit II. With the approval of the Supervisor, a student will be eligible for the STAR Program if the child demonstrates adverse behavior in school, and school officials deem it in the best interest of the child to participate in the program.

3.12 Referrals from Justice of the Peace and Municipal Courts. Referrals may be made to the STAR Program by Justice of the Peace and Municipal Court Judges. Those juvenile offenders who have been found to have committed Class C misdemeanors, as specified in the Texas Penal Code, may be eligible for participation in the STAR Program as part of a disposition imposed by the court.

3.2 Physical examination. Prior to starting the STAR Program, students must have a physical examination, at the student's expense, to determine the physical fitness of the student. The physical examination must be performed by a licensed physician. In addition, female students must undergo a pregnancy examination prior to participation in the STAR Program. Those testing positive will not be considered for admittance to STAR.

3.3 Each participant in the STAR Program will be required to report to school at a time designated by the Supervisor. The parents of children placed in the program as a condition of probation will be ordered by the court to transport the child to and from the STAR Program. Children placed in to the program by LISD will be transported to and from the program by their parents.

3.31 During weekdays, the student will participate in the close order drill and exercise portion of STAR Program which occurs at Project Intercept II before and after school. Students from LISD enrolled in STAR IV, who are court ordered to participate, will receive their class room instruction in Project Intercept II.

3.32 On non-school days (Saturdays, Sundays, and possibly some holidays) children may perform

community service work as designated, or instructed by the Supervisor.

3.4 Once the court ordered participant has completed the STAR Program, the Supervisor and assigned probation officer will meet with the child and his/her parents to determine a supervision plan for the remainder of the period of probation. LISD and COUNTY representatives will continue to work with the child to assist the child in maintaining the self-discipline and appropriate behaviors learned during the twelve week aftercare program.

Parents will be encouraged to participate in the programming provided by COUNTY and/or LISD which includes classes on parenting, communications, etc.

IV.
TERMINATION

4.1 This Agreement may be terminated by mutual agreement of LISD, CITY, AND COUNTY, at any time upon the giving of a thirty (30) day written notice of intent to terminate. Mutual agreement is defined as parties consenting in writing to the unconditional dissolution of the Inter-Local Agreement. All notices shall be in writing and sent by registered or certified mail addressed as follows:

TO LISD: Superintendent
LUBBOCK INDEPENDENT SCHOOL DISTRICT
1628 19th Street
Lubbock, Texas 79401

TO CITY: City Manager
CITY OF LUBBOCK
1625 13th Street
Lubbock, Texas 79401

TO COUNTY: County Judge
LUBBOCK COUNTY COURTHOUSE
P.O. Box 10536
Lubbock, Texas 79408

V.
VENUE

5.1 Venue will be in Lubbock, Lubbock County, Texas.

LUBBOCK INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Karen Garza , Superintendent

Date: 9/17/12

CITY OF LUBBOCK

By: _____
Glen Robertson, Mayor

Date: _____

LUBBOCK COUNTY

By: _____
Thomas V. Head, County Judge

Date: 8-13-2012

Approved as to form:

_____
Neal Burt
Chief, Civil Division,
Lubbock County District Attorney's Office

Regular City Council Meeting **5. 17.**

Meeting Date: 12/06/2012

Information

Agenda Item

Contract Resolution - Fire: Consider a resolution to ratify Contract 11101 and approve the City Manager's signature on three Memorandums of Understanding between the City of Lubbock, Texas A&M Forest Service, and the Regional Incident Management Team (RIMT) for members Stuart Walker, George Torres, and Sid Beach.

Item Summary

These three Memorandums of Understanding authorize the Texas A&M Forest Service to request the activation, mobilization, deployment and re-deployment of RIMT members Stuart Walker, George Torres, and Sid Beach in the event of a disaster. Activated members will be required to respond immediately to a mobilization request, keep members informed of RIMT activities, and perform the duties for their assigned position while on deployment. RIMT members will also be requested or required to participate in training activities in order to maintain operational readiness. This agreement expresses a convergence of will between these parties that will allow for rapid response and deployment to a disaster or designated incident.

Fiscal Impact

The Texas A&M Forest Service will reimburse the City of Lubbock for salary and benefit costs of each participating RIMT member. The City of Lubbock and RIMT members are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each work day.

Staff/Board Recommending

Lance Phelps, Deputy Chief of Operations

Attachments

Resolution & MOU - Forest Service

RESOLUTION

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

THAT the City Manager's act in executing three Memorandums of Understanding (MOU's) for the deployment of Regional Incident Management Team Members (George Torres, Sid Beach and Stuart Walker) by and between the City of Lubbock and the Texas A&M Forrest Service, a member of the Texas A&M University System, an agency of the State of Texas and the Regional Incident Management Team is hereby ratified in full and the City Council herein affirms and adopts her acts as its own in regard to the execution of the MOU's and hereby authorizes the Mayor to execute any and all additional and necessary documents on behalf of the City.

Passed by the City Council on _____.

_____
GLEN C. 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.Agrmt-MOU Texas A M Forrest Service
November 19, 2012

Memorandum of Understanding

Between
The Texas A&M Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 17th day of September, 2012 by and between the Texas A&M Forest Service, a member of The Texas A&M University System, an agency of the State of Texas (TFS) and Regional Incident Management Team (RIMT) Member Sid Beach (Member) and the Participating Agency/Employer City of Lubbock – Facilities (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this MOU also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOU shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.

G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).

H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT and this MOU.

3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.

5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.

7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.

8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. Maintain support of Employer for participation in RIMT activities.

4. Keep Employer advised of RIMT activities that may require time off from work.

5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.

6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.

8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.

9. Be prepared to operate in the disaster environment.

10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

3. TFS may remove the RIMT Member from the RIMT at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).

2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).

2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.

4. All financial commitments herein are made subject to availability of funds from the State.

F. Employment Status

1. The RIMT Member shall remain an employee of Employer and not of TFS at all times.

2. TFS has no obligation to make any payments to or on behalf of the RIMT Member except as expressly stated in this MOU. TFS will not withhold any amount that would normally be withheld from an employee's pay and the RIMT Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOU.

C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.

D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this MOU shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS
Bob Koenig
Chief Response Training Coordinator
200 Technology Way, Suite 1162
College Station, TX 77845
Tel#: 979-458-7340
e-mail: bkoenig@tfs.tamu.edu

Employer
City of Lubbock
Mayor Glen Robertson
1515 E. Ursuline
Lubbock, TX 79403
Tel#: 806-775-2648
e-mail: Lphelps@mylubbock.us

Member
Sid Beach
1515 E. Ursuline
Lubbock, TX 79403
Tel#: 806-470-1850
e-mail: Sbeach@mylubbock.us

XI. GENERAL PROVISIONS

A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOU constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. RIMT Member and Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to RIMT Member or Employer under this MOU may be applied directly toward certain debts or delinquencies that RIMT Member or Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. To the extent applicable, RIMT Member and Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by RIMT Member or Employer that cannot be resolved in the ordinary course of business. RIMT Member or Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XII. ENTIRE AGREEMENT

This MOU along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: Tom G. Boggus
Name: Tom G. Boggus
Title: Director
Date: 9-27-12

PARTICIPATING AGENCY/EMPLOYER

Signature:
Name: Lee Ann Dumbauld
Title: City Manager
Date: 10-13-12

RIMT MEMBER:

Signature:
Name: Sid Beach
Date: 10-17-12

APPROVED AS TO CONTENT:

Mike Kemp, Fire Chief

APPROVED AS TO FORM:

City Attorney

ATTEST:

Becky Garza, City Secretary

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas A&M Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM

Memorandum of Understanding

Between
The Texas A&M Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this 17th day of September, 2012 by and between the Texas A&M Forest Service, a member of The Texas A&M University System, an agency of the State of Texas (TFS) and Regional Incident Management Team (RIMT) Member George Torres (Member) and the Participating Agency/Employer N/A City of Lubbock – Animal Services (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this MOU also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

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This MOU shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

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E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

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J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

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1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT and this MOU.

3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.

5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.

7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.

8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. Maintain support of Employer for participation in RIMT activities.

4. Keep Employer advised of RIMT activities that may require time off from work.

5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.

6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.

8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.

9. Be prepared to operate in the disaster environment.

10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

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1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

3. TFS may remove the RIMT Member from the RIMT at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

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7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).

2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

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5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

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1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).

2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.

4. All financial commitments herein are made subject to availability of funds from the State.

F. Employment Status

1. The RIMT Member shall remain an employee of Employer and not of TFS at all times.

2. TFS has no obligation to make any payments to or on behalf of the RIMT Member except as expressly stated in this MOU. TFS will not withhold any amount that would normally be withheld from an employee's pay and the RIMT Member will not participate in any benefits which TFS offers to its employees.

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B. Any party, upon 30 day written notice, may terminate this MOU.

C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.

D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this MOU shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS
Bob Koenig
Chief Response Training Coordinator
200 Technology Way, Suite 1162
College Station, TX 77845
Tel#: 979-458-7340
e-mail: bkoenig@tfs.tamu.edu

Employer
City of Lubbock
Mayor Glen Robertson
1515 E. Ursuline
Lubbock, TX 79403
Tel#: 806-775-2648
e-mail: Lphelps@mylubbock.us

Member
George Torres
1515 E. Ursuline
Lubbock, TX 79403
Tel#: 806-549-4963
e-mail: Gtorres@mylubbock.us

XI. GENERAL PROVISIONS

A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOU constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. RIMT Member and Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to RIMT Member or Employer under this MOU may be applied directly toward certain debts or delinquencies that RIMT Member or Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. To the extent applicable, RIMT Member and Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by RIMT Member or Employer that cannot be resolved in the ordinary course of business. RIMT Member or Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XII. ENTIRE AGREEMENT

This MOU along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: Tom G. Boggus
Name: Tom G. Boggus
Title: Director
Date: 9-27-12

PARTICIPATING AGENCY/EMPLOYER

Signature:
Name: Lee Ann Dumbauld
Title: City Manager
Date: 11.13.12

RIMT MEMBER:

Signature:
Name: George Torres
Date: October 4, 2012

APPROVED AS TO CONTENT:

Mike Kemp, Fire Chief

APPROVED AS TO FORM:

City Attorney

ATTEST:

Becky Garza, City Secretary

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas A&M Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

ATTACHMENT D

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM

Memorandum of Understanding
Between
The Texas Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this ____day of _____, 2012 by and between the Texas A&M Forest Service, a member of The Texas A&M University System, an agency of the state of Texas (TFS) and Regional Incident Management Team (RIMT) Member _____ (Member) and the Participating Agency/Employer _____ (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this agreement also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This contract shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.

G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).

H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT and this agreement.

3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.

5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.

7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.

8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. Maintain support of Employer for participation in RIMT activities.

4. Keep Employer advised of RIMT activities that may require time off from work.

5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.

6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.

8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.

9. Be prepared to operate in the disaster environment.

10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan

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1. TFS will notify members of activation of RIMT.

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1. TFS will have overall management, command and control of all RIMT resources and operations.

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D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this agreement shall be in Brazos County, Texas.

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Employer
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Code Admnistration

PO Box 2000 rm 105

Lubbock TX 79457
806-775-3000
swalker@mylubbock.us

Member
Stuart Walker

PO Box 2000 rm 105

Lubbock TX 79457
swalker@mylubbock.us

XI. ENTIRE AGREEMENT

This MOU along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position (most current revision)
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS FOREST SERVICE:

Signature: _____
Name: Tom G. Boggus
Title: Director
Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: Lee Ann Dumbauld
Title: City Manager
Date: 11/14/2012

RIMT MEMBER:

Signature: _____
Name: Stuart Walker
Date: 11/14/2012

APPROVED AS TO CONTENT:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
Becky Garza, City Secretary

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
PIO3	PUBLIC INFORMATION OFFICER 3	24
SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
RESL	RESOURCE UNIT LEADER	24
SITL	SITUATION UNIT LEADER	24
	LOGISTICS	
COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24

Dated 5/8/12

ATTACHMENT D

MOST CURRENT REVISION OF THE RIMT TRAVEL AND PERSONNEL REIMBURSEMENT FORM

Regular City Council Meeting **5. 18.**

Meeting Date: 12/06/2012

Information

Agenda Item

Contract Resolution - Fire: Consider a resolution authorizing the City Manager to enter into Memorandums of Understanding between the City of Lubbock, the Texas A&M Forest Service, and members of the Regional Incident Management Team (RIMT).

Item Summary

These Memorandums of Understanding authorize the Texas A&M Forest Service to request the activation, mobilization, deployment and re-deployment of a Regional Incident Management Team (RIMT) member in the event of a disaster. The RIMT currently consists of 42 members. Activated members will be required to respond immediately to a mobilization request, keep members informed of RIMT activities, and perform the duties for their assigned position while on deployment. RIMT members will also be requested or required to participate in training activities in order to maintain operational readiness. These agreements express a convergence of will between these parties that will allow for rapid response and deployment to a disaster or designated incident.

Fiscal Impact

The Texas A&M Forest Service will reimburse the City of Lubbock for salary and benefit cost of each participating Regional Incident Management Team member. The City of Lubbock and RIMT members are assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each work day.

Staff/Board Recommending

Lance Phelps, Deputy Chief of Operations

Staff recommends entering into Memorandums of Understanding between the City of Lubbock, the Texas A&M Forest Service, and the participating Regional Incident Management Team members in order to continue to provide emergency response and manage incidents of regional, statewide or national significance.

Attachments

Resolution - RIMT
MOU - RIMT

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 all Memorandums of Understanding between the City of Lubbock, Individual Regional Incident Management Team members, and Texas A&M Forrest Service, a member of Texas A&M University System and that are in substantially the same form as the Memorandum of Agreement attached hereto as Exhibit A. Names and signatures of participating RIMT members shall vary with each MOU. Said authorization shall terminate December 31, 2017.

Passed by the City Council on _____.

_____
GLEN C. 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.Agrmt-MOU Fire Training
November 19, 2012

Memorandum of Understanding
Between
The Texas A&M Forest Service
And
Regional Incident Management Team Member
And
The Participating Agency/Employer

This Memorandum of Understanding (MOU) is entered into this ___ day of _____ by and between the Texas A&M Forest Service, a member of The Texas A&M University System, an agency of the State of Texas (TFS) and Regional Incident Management Team (RIMT) _____ (Member) and the Participating Agency/Employer _____ (Employer).

I. PURPOSE

To delineate responsibilities and procedures for RIMT activities under the authority of the State of Texas Emergency Management Plan.

II. SCOPE

The provisions of this MOU apply to RIMT activities performed at the request of the State of Texas. The scope of this MOU also includes training activities mandated by the State of Texas and TFS to maintain RIMT operational readiness.

III. PERIOD OF PERFORMANCE

This MOU shall commence on the date of the last signature and shall continue for a period of five years, unless terminated earlier in accordance with section IX.B.

IV. DEFINITIONS

A. Activation: The process of mobilizing RIMT Members to deploy to a designated incident or event site. When the RIMT responds to such a mobilization request, the Member is required to arrive with all equipment and personal gear to the designated Point of Assembly (POA) within two hours of activation notice. The time at which the RIMT Member receives a request for activation and verbally accepts the mission will be considered the time at which personnel costs to be charged to RIMT activities shall begin.

B. Alert: The process of informing RIMT Members that an event has occurred and that RIMT may be activated at some point within the next 24-48 hours.

C. De-Activation: The process of de-mobilizing RIMT Members upon notification from the State to stand down.

D. Director: The Director of TFS.

E. Member: An individual who has been formally accepted into an RIMT, meeting all requirements for skills and knowledge, and is in good standing with regard to compliance with necessary training and fitness.

F. Participating Agency/Employer: The RIMT Member's employer who, by execution of this MOU, has provided official support of the Member's involvement in the RIMT.

G. State: For the purpose of this MOU, the State of Texas through the Governor's Division of Emergency Management (GDEM).

H. RIMT: An integrated collection of personnel and equipment meeting standardized capability criteria for addressing incident management needs during disasters.

I. TFS/State Sponsored RIMT Training and Exercises: Training and/or exercises performed at the direction, control and funding of TFS and/or the State.

J. Local RIMT Sponsored Training and Exercises: Training and/or exercises performed at the direction, control and funding of a participating agency or RIMT Member in order to develop and maintain the incident management capabilities of the member and the RIMT. RIMT sponsored training shall be coordinated with TFS staff and receive prior written authorization to conduct such training.

V. RESPONSIBILITIES

A. TFS shall:

1. Recruit and organize the RIMT, according to guidelines prescribed by TFS.

2. Provide administrative, financial and personnel management related to the RIMT and this MOU.

3. Provide training to RIMT Members. Training shall be consistent with the objectives of developing, upgrading and maintaining individual skills, as identified in the position description requirements, necessary to maintain operational readiness.

4. Develop, implement and exercise an internal notification and call-out system for RIMT Members.

5. Provide all tools and equipment necessary to conduct safe and effective incident management operations as listed in the current approved RIMT cache list.

6. Maintain all tools and equipment in the RIMT cache in a ready state.

7. Provide coordination between the State, other relevant governmental and private entities, Employer and RIMT Member.

8. Maintain a primary contact list for all RIMT Members.

9. Maintain personnel files on all members of RIMT for the purpose of documenting training records, emergency notification and other documentation as required by the State.

B. The Employer shall:

1. Maintain a roster of all its personnel participating in RIMT activities.

2. Provide a primary point of contact to TFS for the purpose of notification of RIMT activities.

3. Provide administrative support to employee members of RIMT, i.e. "time off" when fiscally reasonable to do so for RIMT activities such as training, meetings and actual deployments.

4. Submit reimbursement claims within thirty (30) days of official deactivation or completion of TFS/State sponsored RIMT training of the RIMT Member.

C. Member shall:

1. Be physically capable of performing assigned duties required in the position description (PD) requirements for the assigned position.

2. Maintain knowledge, skills and abilities necessary to operate safely and effectively in the assigned position.

3. Maintain support of Employer for participation in RIMT activities.

4. Keep Employer advised of RIMT activities that may require time off from work.

5. Advise RIMT point of contact of any change in notification process, i.e. address or phone number changes.

6. Be available for immediate call-out during the period Member's assigned RIMT is first on the rotation for call-out.

7. Respond immediately to a mobilization request with acceptance or refusal of current mission request and arriving within 2 hours from time of mobilization request to the assigned POA.

8. Maintain all equipment issued by RIMT in a ready state and advising TFS Manager deployed with RIMT of any lost, stolen or damaged items assigned to Member.

9. Be prepared to operate in the disaster environment.

10. Follow the RIMT Code of Conduct in Attachment A.

VI. PROCEDURES

A. Activation

1. Upon request from the State for disaster assistance, and/or determination that pre-positioning the RIMT is prudent, TFS shall request the activation of the RIMT to respond to a designated POA.

2. TFS shall communicate an Alert and/or Activation notice to RIMT Members through the internal paging and call-out system according to the current approved mobilization plan.

B. Mobilization, Deployment and Re-deployment

1. TFS will notify members of activation of RIMT.

2. Upon arrival at the POA, the State representative will provide initial briefings, maps, food, housing and any other items essential to the initial set-up and support of the RIMT.

3. When RIMT is activated, the RIMT, including all necessary equipment, will move to the pre-designated point of departure (POD) for ground or air transportation.

4. The RIMT shall be re-deployed to the original POA upon completion of the RIMT mission.

C. Management

1. TFS will have overall management, command and control of all RIMT resources and operations.

2. Tactical deployment of RIMT will be under the direction of the local Incident Commander and the RIMT Incident Commander assigned to the incident.

3. TFS may remove the RIMT Member from the RIMT at any time with or without cause.

VII. TRAINING AND EXERCISES

A. Local RIMT Sponsored Training and Exercises

Periodically RIMT Members will be requested or required to attend local RIMT sponsored training or exercises. Local RIMT sponsored training or exercises shall be performed at the direction, control and funding of the local RIMT in order to develop the technical skills of RIMT Members. Costs associated with this training or exercises will not be reimbursed by TFS or the State.

B. TFS/State Sponsored RIMT Training and Exercises

Periodically RIMT Members will be required and/or invited to attend TFS/State RIMT training and/or exercises. This training and exercises will be performed at the direction, control and funding of TFS, or the State in order to develop and maintain the incident management capabilities of the RIMT. Allowable travel costs associated with this training will be reimbursed by TFS.

C. Minimum Training Requirements

Member is required to attend a minimum of 50% of the available RIMT training and exercise opportunities provided for the assigned RIMT position. Failure to attend a minimum of 50% of the training opportunities will result in dismissal from the RIMT. Exceptions may be granted at the discretion of the RIMT Incident Commander.

VIII. ADMINISTRATIVE, FINANCIAL AND PERSONNEL MANAGEMENT

A. Reimbursement to Employer

1. TFS will reimburse Employer for all wages identified and allowed in the RIMT Standard Pay Policy (Attachment B). TFS will reimburse all amounts necessary to fund payroll associated costs of state and/or federal disaster deployments.

2. TFS will reimburse Employer for the cost of backfilling while Member is activated. This shall consist of expenses generated by the replacement of a deployed Member on their normally scheduled duty period/day.

3. TFS will reimburse Employer for salaries and backfill expenses of any deployed Member who would be required to return to regularly scheduled duty during the personnel rehabilitation period described in the demobilization order. If the deployed Member's regularly scheduled shift begins or ends within the identified rehabilitation period, Employer may give the deployed Member that time off with pay and backfill his/her position. If Member is not normally scheduled to work during the identified rehabilitation period, then no reimbursement will be made for Member. TFS will determine the personnel rehabilitation period that will apply to each deployment based on the demobilization order for that deployment.

4. TFS will reimburse Employer for reasonable travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

5. TFS will reimburse Employer for reasonable (as determined by TFS) personal costs associated with Member's participation in a deployment.

6. TFS will reimburse Employer for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance on a replacement basis. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

7. Employer shall submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

B. Reimbursement of RIMT Member as an Individual Resource

1. TFS will pay an individual resource Member for all wages specified in the RIMT Standard Pay Policy (Attachment B). Payment for these wages will be determined based upon the Member's RIMT position in the most current revision of the RIMT Pay Schedule by Position (Attachment C).

2. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) travel expenses associated with Member's travel for RIMT training or deployment. All travel reimbursements will be in accordance with the State of Texas Travel Allowance Guide, published by the Comptroller of Public Accounts.

3. TFS will reimburse an individual resource Member for reasonable (as determined by TFS) personal costs associated with participation in a deployment.

4. TFS will reimburse an individual resource Member for emergency procurement of RIMT materials, equipment and supplies purchased and consumed by Member in providing requested assistance. Prior approval by the TFS manager deployed with the RIMT must be obtained and original receipts for such items must be submitted with reimbursement request to TFS.

5. Individual resource Member must submit to TFS all reimbursement requests within 30 days of Member de-activation or completion of TFS/State sponsored training event.

C. Medical Care for Injury or Illness

1. If Member incurs an injury or illness during an RIMT training exercise or deployment, TFS will pay for triage medical care to ensure Member is properly treated and medically evaluated. TFS will make a determination as to whether the injury or illness was work related and will notify Employer for proper processing of Workers Compensation claim. Employer will be responsible for handling any additional medical care for work related injuries or illnesses under its Worker Compensation insurance. Member will be responsible for handling any additional medical care for non-work related injuries or illnesses under his/her personal health insurance.

D. Liability

1. It is mutually agreed that TFS, Employer and Member shall each be responsible for their own losses arising out of the performance of this MOU.

E. Reimbursement Process

1. All requests for reimbursement must be submitted using the most current RIMT Travel and Personnel Reimbursement Form (Attachment D).

2. TFS will process payment to Employer or individual resource member for all allowable expenses within 30 days of receipt of the properly completed and supported RIMT Travel and Personnel Reimbursement Form.

3. Neither Member nor Employer will be reimbursed for costs incurred by activations that are outside the scope of this MOU.

4. All financial commitments herein are made subject to availability of funds from the State.

F. Employment Status

1. The RIMT Member shall remain an employee of Employer and not of TFS at all times.

2. TFS has no obligation to make any payments to or on behalf of the RIMT Member except as expressly stated in this MOU. TFS will not withhold any amount that would normally be withheld from an employee's pay and the RIMT Member will not participate in any benefits which TFS offers to its employees.

IX. CONDITIONS, AMENDMENTS AND TERMINATION

A. This MOU may be modified or amended only by the written agreement of all parties.

B. Any party, upon 30 day written notice, may terminate this MOU.

C. TFS complies with the provisions of Executive Order 11246 of Sept. 24, 1965, as amended and with the rules, regulations and relevant orders of the Secretary of Labor. To that end, TFS will not discriminate against any employee or Member on the grounds of race, color, religion, sex or national origin. In addition the use of state or federal facilities, services and supplies will be in compliance with regulations prohibiting duplication of benefits and guaranteeing nondiscrimination. Distribution of supplies, processing of applications, provisions of technical assistance and other relief assistance activities shall be accomplished in an equitable and impartial manner, without discrimination on the grounds of race, color, religion, nationality sex, age or economic status.

D. This MOU is governed by the laws of the State of Texas. Venue for any suits related to this MOU shall be in Brazos County, Texas.

X. POINTS OF CONTACT

TFS
Bob Koenig
Chief Response Training Coordinator
200 Technology Way, Suite 1162
College Station, TX 77845
Tel#: 979-458-7340
e-mail: bkoenig@tfs.tamu.edu

Employer

Tel#:
e-mail:

Member

XI. GENERAL PROVISIONS

A. This MOU, with the rights and privileges it creates, is assignable only with the written consent of the parties.

B. Acceptance of funds under this MOU constitutes acceptance of the authority of TFS, the Texas State Auditor's Office, or any successor agency (collectively, "Auditor"), to conduct an audit or investigation in connection with those funds under Section 51.9335(c), *Texas Education Code*. RIMT Member and Employer shall cooperate with the Auditor in the conduct of the audit or investigation, including without limitation, providing all records requested.

C. Pursuant to Section 2252.903, *Texas Government Code*, any payments owing to RIMT Member or Employer under this MOU may be applied directly toward certain debts or delinquencies that RIMT Member or Employer owes the State of Texas or any agency of the State of Texas regardless of when they arise, until such debts or delinquencies are paid in full.

D. A child support obligor who is more than 30 days delinquent in paying child support and a business entity in which the obligor is a sole proprietor, partner, shareholder, or owner with an ownership interest of at least 25% is not eligible to receive payments from state funds under an agreement to provide property, materials, or services until all arrearages have been paid or the obligor is in compliance with a written repayment agreement or court order as to any existing delinquency. The *Texas Family Code* requires the following statement: "Under Section 231.006, *Texas Family Code*, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate."

E. To the extent applicable, RIMT Member and Employer shall use the dispute resolution process provided in Chapter 2260, *Texas Government Code*, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by RIMT Member or Employer that cannot be resolved in the ordinary course of business. RIMT Member or Employer shall submit written notice of a claim of breach of contract under this Chapter to TFS's designated official, who will examine the claim and any counterclaim and negotiate in an effort to resolve the claim.

XII. ENTIRE AGREEMENT

This MOU along with the following Attachments reflects the entire agreement between the parties:

Attachment A, RIMT Code of Conduct
Attachment B, RIMT Standard Pay Policy
Attachment C, RIMT Pay Schedule by Position
Attachment D, RIMT Travel and Personnel Reimbursement Form (most current revision)

Employer and Member hereby acknowledge that they have read and understand this entire MOU. All oral or written agreements between the parties hereto relating to the subject matter of this MOU that were made prior to the execution of this MOU have been reduced to writing and are contained herein. Employer and Member agree to abide by all terms and conditions specified herein and certify that the information provided to TFS is true and correct in all respects to the best of their knowledge and belief.

This MOU is entered into by and between the following parties:

TEXAS A&M FOREST SERVICE:

Signature: _____
Name: Tom G. Boggus
Title: Director
Date: _____

PARTICIPATING AGENCY/EMPLOYER

Signature: _____
Name: _____
Title: _____
Date: _____

RIMT MEMBER:

Signature: _____
Name: _____
Date: _____

APPROVED AS TO CONTENT:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
City Attorney

ATTEST:

_____
Becky Garza, City Secretary

ATTACHMENT A

RIMT Code of Conduct

- No transportation/use of illegal drugs/alcohol.
- Firearms are authorized to be carried by only current TCLEOSE certified commissioned officers.
- Normal radio protocol used/traffic kept to a minimum.
- Know your chain of command/who you report to.
- Limit procurement of equipment.
- Do not take things without authorization.
- Act professionally.
- Remain ready even when unassigned.
- Recreation limited to unassigned hours.
- Maintain/wear safety gear/clothing.
- Wear proper uniform.
- Remember your actions reflect your organization and RIMT.

ATTACHMENT B

RIMT Standard Pay Policy

I. Scope

The provisions of this policy apply to all members of an RIMT.

II. Purpose

The purpose of this document is to delineate the policy and procedures for payment and/or reimbursement of payroll expenses to include salaries/wages and associated fringe benefits incurred during state activations of a RIMT member (Member).

III. Pay Rate

A. The Texas A&M Forest Service (TFS) will reimburse Participating Agency/Employer (Employer) for the participation of each Member who is employed by that Employer at the hourly rate or salary identified on the most current payroll printout provided by the Employer requesting salary reimbursement. TFS may also reimburse Employer for the allocable portion of fringe benefits paid to or on behalf of the Member during the period of activation. The actual benefits paid must also be shown on or attached to the Employer payroll printout submitted to TFS.

B. As an individual resource, members without Employer will be paid at a rate identified with his/her RIMT position on the RIMT Pay Schedule by Position (see Attachment C). The individual resource's 40-hour workweek will begin upon acceptance of the mission. The individual will be paid for the first 40 hours at the standard base rate of pay, and at one and one-half (1½) times for all other hours in that same week. The workweek will consist of seven consecutive workdays to include weekends and holidays.

IV. Work Shift

A. Every day is considered a workday during the Activation until the Activation is over, and the RIMT returns to its original Point of Assembly. Therefore, Saturday, Sunday, holidays and other scheduled days off are also considered workdays during the period of activation.

B. Each Employer or individual resource is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each workday.

V. Ordered Standby

Compensable standby shall be limited to those times when an individual is held, by direction or orders, in a specific location, fully outfitted and ready for assignment.

ATTACHMENT C

RIMT PAY SCHEDULE BY POSITION

ICS ID	POSITION TITLE	HOURLY RATE
	COMMAND	
ICT3	INCIDENT COMMANDER TYPE 3	24
IOF3	INFORMATION OFFICER TYPE 3	24
LOFR3	LIAISON OFFICER TYPE 3	24
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SOF3	SAFETY OFFICER TYPE 3	24
	OPERATIONS	
DIVS	DIVISION/GROUP SUPERVISOR	24
OSC 3	OPERATIONS SECTION CHIEF TYPE 3	24
STL( )	STRIKE TEAM LEADER (CREW, ENGINE, DOZER, MILITARY, or TRACTOR-PLOW)	21
TFLD	TASK FORCE LEADER	21
	PLANNING	
DMOB	DEMOBILIZATION UNIT LEADER	24
PSC3	PLANNING SECTION CHIEF TYPE 3	24
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COML	COMMUNICATIONS UNIT LEADER	24
FACL	FACILITIES UNIT LEADER	24
FDUL	FOOD UNIT LEADER	24
GSUL	GROUND SUPPORT UNIT LEADER	24
LSC3	LOGISTICS SECTION CHIEF TYPE 3	24
MEDL	MEDICAL UNIT LEADER	24
SUBD	SUPPORT BRANCH DIRECTOR	26
SPUL	SUPPLY UNIT LEADER	24
SVBD	SERVICE BRANCH DIRECTOR	26
	FINANCE	
COMP	COMPENSATION/CLAIMS UNIT LEADER	24
COST	COST UNIT LEADER	24
FSC3	FINANCE/ADMINISTRATION SECTION CHIEF TYPE 3	24
PROC	PROCUREMENT UNIT LEADER	24
TIME	TIME UNIT LEADER	24

Dated 5/8/09

Regular City Council Meeting **5. 19.**

Meeting Date: 12/06/2012

Information

Agenda Item

Contract Resolution - Fire: Consider a resolution for Contract 11099 entering into a Texas Emergency Medical Task Force Resource Memorandum of Agreement between Department of State Health Services, Trauma Service Area B Regional Advisory Council, Inc. and the City of Lubbock Fire Department.

Item Summary

TheTexas Emergency Medical Task Force Resource Memorandum of Agreement between the Department of State Health Services Trauma Service Area B Regional Advisory Council, Inc. (TSA-BRAC), and the City of Lubbock Fire Department establishes a mechanism for the utilization and coordination of emergency medical resources and assets in the event of an emergency or disaster, for training purposes, or any other purpose as determined by the Lead Regional Advisory Council, Emergency Medical Task Force Region, or the Department of State Health Services. TSA-BRAC may request the activation, mobilization, deployment and re-deployment of a Texas Emergency Medical Task Force (EMTF) in the event of a disaster. The activated task force will be required to respond immediately to a mobilization request and perform the duties for their assigned position while on deployment. The EMTF will also be requested or required to participate in training activities in order to maintain operational readiness.

Fiscal Impact

The Lead Regional Advisory Council will reimburse the City of Lubbock for salary and benefit costs of each participating member or resource as set forth in this MOA. The City of Lubbock is assured pay for base hours of work, mobilization and demobilization, travel, or standby at the appropriate rate of pay for each work day.

Staff/Board Recommending

Lance Phelps, Deputy Chief of Operations

Attachments

Resolution & MOU - Emergency Task Force

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 the Texas Emergency Medical Task Force Resource Memorandum of Agreement between the Department of State Health Services-designated Lead Regional Advisory Council, TSA-B Regional Advisory Council, Inc., and the City of Lubbock. Said MOU 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:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-MOU Medical Task Force
November 19, 2012

TEXAS EMERGENCY MEDICAL TASK FORCE

RESOURCE MEMORANDUM OF AGREEMENT

This Texas Emergency Medical Task Force Memorandum of Agreement ("TX EMTF MOA") is entered into by and between a Department of State Health Services-designated Lead Regional Advisory Council ("Lead RAC"), TSA-B Regional Advisory Council, Inc., properly authorized to do business in the state of Texas, and City of Lubbock as a Resource hereafter referred to as Resource that wishes to participate as a member of Emergency Medical Task Force ("EMTF") in Region 1 (collectively, "the Parties").

TERM: Ongoing until cancelled by either party with notice to the other.

1) Purpose:

The purpose of this TX EMTF MOA is to establish a mechanism for the utilization and coordination of emergency medical resources and assets in the event of an emergency or disaster, for training purposes, or any other purpose as determined by the Lead RAC, EMTF Region, or DSHS. Assets may be those in the possession of the Hospital Preparedness Program (HPP) "Contractor" or "Subcontractors," as well as others identified through local and regional planning efforts and subcontractor agreements. Additional purpose statements are included in subsequent sections, appendices, and addenda of this document that relate to specific equipment, supplies, and personnel.

2) Activation & Documentation:

A) Activation

1) This agreement may be activated for a State tasked deployment, only by written notification (the "State Mission Assignment") by the designated DSHS SMOC Director or his/her designees.

2) This agreement will be activated by written notification (the "State Mission Assignment") by the designated Lead RAC official.

3) Activation, pursuant to this TX EMTF MOA, may occur at any time, day or night including weekends and/or holidays, only after an official written State Mission Assignment has been sent to the designated Agencies contact(s).

4) The Resource acknowledges that assets and/or resources may be requested for activation for any purpose in Section 1.

5) Lead RAC will reimburse the Resource the amount funded to the Lead RAC by DSHS, after submission of completed required documentation per this agreement,

for actual costs allowable by DSHS incurred in order to make the assets and/or resources ready for deployment and all allowable costs incurred under the State Mission Assignment, from the time of activation through demobilization as per the Reimbursement section of this agreement (Section 5).

6) The Resource must acknowledge receipt of the State Mission Assignment within one (1) hour and must accept or decline the Mission within two (2) hours of receipt. Upon acceptance of the State Mission Assignment, the Assets must be enroute to the designated mission within the parameters of the State Mission Assignment.

7) For cost reimbursement purposes, the Mission will start when the Asset is activated to be "made-ready" for deployment and will conclude at the time the deployed Asset is ready for re-deployment from its home base after the Lead RAC issues a Demobilization Order or the terms of the State Mission Assignment have been met.

8) The State Mission Assignment will include, at a minimum, the following:

(a) Authorization to activate;

(b) List of resources or assets requested;

(c) Number and qualifications of personnel for the activation;

(d) Reimbursement processes for personnel & resources activated, including backfill as defined in Appendices A-D.

(e) Description of activities (including purpose, location to report, etc.); and

(f) Expected duration of the deployment.

B) Documentation Within four (4) hours of acceptance of the activation, the Resource will receive the official packet containing the State Mission Assignment and reimbursement forms.

3) Terms & Community Support:

A) Terms

1) The Lead RAC shall:

(a) Activate sufficient In-place assets, to include personnel, to effectively implement the State Mission Assignment.

(b) Efficiently notify and deploy Agencies as defined in the State Mission Assignment.

(c) Ensure all Agencies have a current, executed TX EMTF MOA in place at the time of Activation.

(d) Assure detailed records of expenditures and time spent by Deployed and In-place Assets are complete, accurate, and have adequate supporting documentation as determined by DSHS.

(e) Establish and maintain a roster of all deployed personnel and resources to facilitate accountability.

(f) Maintain a list of Resource contacts and back-ups for Activation and Mutual Aid purposes, including name, e-mail address, and primary/secondary phone numbers.

(g) Maintain a list of 24/7 contact information for all activated Agencies.

2) The Resource shall:

(a) Certify that all assets (personnel, resources, and equipment) meet all licensing, training and certification requirements related to his/her/its particular profession and/or mission.

(b) Make necessary travel arrangements for its deployed assets. Travel reimbursement will be at State of Texas rates unless otherwise agreed in writing prior to deployment.

(c) Ensure deployed personnel are rostered as employees of the Resource.

3) Term of this agreement

(a) Term of this agreement shall begin on the date TX EMTF MOA is signed by the second of the two Parties. This TX EMTF MOA may be terminated by either Party with thirty (30) days written notice to the other Party.

B) Community Support

1) This agreement is not intended to replace any mutual aid agreements or compacts that a Resource legally has in place in support of its community.

4) Legal Liability & General Financial Liability:

A) Legal Liability

1) Resource shall have no right, and does by this agreement waive its right, to file a claim(s) against DSHS, the State of Texas, and the Lead RAC for any personal or property injuries, damages or requests for State subrogation for any tort that they may incur during activation or arising therefrom, or any other claims filed against them as a result of their activities during activation. DSHS, the State of Texas, and the Lead RAC do not waive any immunity from suit or liability that they may have under state/federal laws and the Texas constitution notwithstanding the above. To the extent that Resource is a local governmental entity, unit of State government, or a Texas political subdivision, the waivers provided herein are further subject to state law and the Texas constitution which may make them unenforceable in whole or in part.

2) Resource shall assume responsibility for liability claims, malpractice claims, disability claims, workers' compensation claims, attorneys' fees, and other incurred costs.

3) Resource shall assume responsibility for their own acts of negligence.

B) Financial Liability

1) The Resource shall continue to assume legal and financial responsibility of the personnel and equipment during the time of activation or deployment.

5) Reimbursement:

A) Summary

DSHS, in conjunction with the EMTF program, is committed to timely reimbursement of EMS agencies and other entities that provide resources and personnel in times of disaster activation.

The steps below outline the process for DSHS to reimburse the provider within 45 days after a complete and accepted reimbursement packet is received at DSHS.

EMS agencies are encouraged to file their reimbursement packets through their Lead RAC as quickly as possible to ensure timely reimbursement from DSHS and no later than 6 (six) months after the demobilization.

The 45 day reimbursement timeline will begin only after a completed and accepted reimbursement packet is accepted at DSHS.

B) Process

1) The Resource submits reimbursement packet to the Lead RAC

2) Lead RAC review the Packet for completeness

(a) If complete, the Lead RAC will invoice DSHS and include the packet for reimbursement

(b) If not complete, the Lead RAC will work with the Resource to complete the packet then submit and invoice with the packet for reimbursement.

3) DSHS will review the packet received

(a) If complete, DSHS will provide reimbursement to the Lead RAC.

(b) If incomplete,

(i) DSHS will work with the Lead RAC, or directly with the Resource if appropriate, to identify the corrective action needed.

(ii) Once complete, DSHS will provide reimbursement to the Lead RAC.

(c) After receipt of the reimbursement from DSHS, the Lead RAC will provide reimbursement to the Resource.

6) Credentialing:

A) The Resource shall certify that all personnel meet all licensing, training and certification requirements related to his/her particular profession and/or mission.

B) When responding to a licensed hospital/healthcare facility, the authorized administrator (or designee), of the requesting/impacted facility, shall be responsible for providing a mechanism for granting emergency credentialing privileges for physicians, nurses, and other licensed or certified healthcare providers to provide services.

7) Ambulance Strike Teams:

A) Purpose:

1) The purpose of this section is to establish a mechanism to mobilize properly staffed and equipped Ambulances to be deployed in an Ambulance Strike Team (AST) configuration (five (5) ambulances and an AST Leader) or other configurations as deemed appropriate for the mission (i.e. individual ambulance resources) as provided for in this TX EMTF MOA.

2) The Lead RAC has been tasked to enter into MOU/MOAs with EMS Agencies to provide a minimum of five (5) ASTs from its EMTF regional area.

B) Terms for Agencies;

1) The Resource and its assets must meet the following criteria:

(a) Must be DSHS Licensed EMS Provider

(b) Must have at least twelve (12) months of experience providing local and/or long distance emergency medical services to live human beings in the State of Texas.

(c) Must maintain a business office within the boundaries of the State of Texas.

(d) Must adhere and abide by all federal, state and local laws and must adhere and abide by the Texas Health & Safety Code, Chapter 773, Emergency Medical Services and the Texas Administrative Code, Title 25: Health Services, Chapter 157: Emergency Medical Care during the time of its deployment to provide mutual aid in a pending or actual disaster and must adhere and abide by all laws and rules at all times.

(e) Must keep detailed records (utilizing the DSHS and/or Lead RAC packet of documents/forms) of the services requested and fulfilled, and provide those records, as requested, to the Lead RAC to include, but not be limited to:

(i) Patient Care Records;

(ii) Patient demographics, including patient(s) insurance information;

(iii) A Time Log Record form of activities

(f) Must keep all receipts of expenditures during deployment, and submit all requested information for reimbursement on the provided documentation for prompt reimbursement under this TX EMTF MOA.

(g) Must be required to be self-sufficient for 72 hours and should be aware that personnel could be living in austere field conditions.

(h) Resource must meet DSHS requirements for minimum, lawful staffing per that DSHS licensed ambulance level.

(i) This TX EMTF MOA calls for each ambulance to have the minimum number of individual crew members as required by license, per vehicle deployed. Additional crew or support staff members, and any vehicles they may require, must be included in the State Mission Assignment to be eligible for reimbursement.

(j) The DSHS Licensed ambulance provider must bill primary sources of

reimbursement, such as Medicaid, Medicare, private insurances or third party providers before sending an invoice to the Lead RAC. The DSHS Licensed ambulance provider must submit to the Lead RAC within ninety (90) days proof of denial, proof of payment, or request for reimbursement for each patient that is transported. ** This requirement may only be excused by DSHS issuing a statement or memorandum of such to the Lead RAC for this activation. The provider must reimburse DSHS if they receive primary source or third party reimbursement after receiving payment from DSHS.

(k) EMS Provider will be reimbursed at the rates in Appendix A.

8) Professional Staff:

A) Purpose:

The purpose of this section is to establish a mechanism whereby certified or licensed professional medical or support staff may be deployed to provide various clinical or support services as requested by the Lead RAC.

B) Description

1) As the Lead RAC enters into MOU/MOAs with DSHS EMS Providers for EMS Staffing. The following list is representative of the principle tasks EMS Personnel might be activated to accomplish:

(a) Medical support provided on buses (coach type bus or school bus) designated to evacuate individuals with medical needs (estimated to be from 2 to 5 EMS Personnel and/or nursing staff per bus). Bus evacuees will primarily be from hospitals, nursing homes, or are the general public who have medical needs and require medical oversight during evacuation, but do not meet ambulance transport criteria.

(b) Field supervision or ASTLs who will manage Ambulance Strike teams comprised of 5-7 ambulances and or AMBUS(es) and will report to the appropriate Incident Command structure.

(c) Uniquely tasked EMS personnel who will serve at any level in the Governor's Division of Emergency Management Incident Command structure as assigned. This could include an air/ground coordination team in a DDC, Medical Incident Support Team (M-IST) members, the State Operations Center or Medical Operations Center, a Regional Medical Operations Center, or in the disaster zone, and will be responsible for managing strike team leaders, task forces, and some individual ambulance assets.

(d) Ambulance staging management and support.

2) As the Lead RAC enters into subcontracts with other entities or individuals to provide professional medical staffing (physicians, nurses, other medical professionals), technical and support services that would be used in the deployment of any asset requested by DSHS, the EMTF Region, or the Lead RAC, the following list is representative of the types of assets that might be activated to accomplish the mission:

(a) Mobile Medical Units (MMUs) as outlined in this agreement.

(b) Other mobile shelters, vehicles, or trailers that may be used for command, communications, storage, and any other identified reason in support of the mission identified by DSHS.

C) Terms for Resource;

1) The Resource and its assets must meet the following criteria:

(a) If the Professional Staff is deployed to provide patient care, his or her organization must have at least 12 months of continuing experience providing medical services to live human beings in the State of Texas or being an employee of an existing hospital providing direct patient care.

(b) Must maintain a business office within the boundaries of the State of Texas.

(c) Must abide by all federal, state, and local laws.

(d) Will only deploy staff upon receipt and under the terms of the State Mission Assignment as described in Section 2: Activations & Documentation.

(e) Will only deploy Resource employed staff as follows:

(i) EMS personnel must be currently certified or licensed in Texas at the EMT-Basic level or above and who have no disciplinary actions pending or under investigation that the Resource is aware of.

(ii) Registered Nurses must be currently and routinely practicing in an acute care environment providing direct patient care and who have no disciplinary actions pending or under investigation that the Resource is aware of.

(iii) Physicians must be affiliated with a healthcare Resource (either directly or through a physician's group) and have no disciplinary actions pending or under investigation that the Resource is aware of.

(iv) Any other clinical staff must be employed by a healthcare Resource in a position with the same scope of practice as their role in the activation and have no disciplinary actions pending or under investigation that the Resource is aware of.

(v) Any non-clinical staff must be also employed by the Resource.

(f) Will deploy the personnel ordered by DSHS in configurations designated by the State Mission Assignment.

(g) Medical procedures undertaken by deployed EMS staff will be according to protocols approved by the Resource's Medical Director. The MMU will be under the direction of a physician on site.

(h) Must assure detailed records of expenditures and time spent by deployed staff are complete, accurate, and have adequate supporting documentation. (i) Will ensure deployed personnel are self-sufficient for 72 hours or as detailed in the State Mission Assignment and should be aware that they could be living in field conditions.

(j) Must ensure that all deployed staff carries proof of his or hers individual certifications and/or licenses as a Texas healthcare professional and a form of picture identification with them at all times.

(k) Must assume responsibility for liability claims, malpractice claims, disability claims, workers compensation claims, attorneys' fees, and other incurred costs.

9) Mobile Medical Units, Equipment, and Supplies:

A) Purpose:

1) The purpose of this section is to establish a mechanism for Mobile Medical Units ("MMUs"), which may include clinical personnel, support personnel, equipment or any combination of the above per the State Mission Assignment, to be deployed for any purpose defined in the TX EMTF MOA

B) Description:

1) The Lead RAC may enter into Subcontracts with other RACs, hospitals, governments, or other entities to provide one or more MMUs to meet the Purpose of this TX EMTF MOA including:

(a) Non-critical care capability
(b) Emergent care capability
(c) Temporary healthcare infrastructure
(d) Isolation capability, or as a
(e) Physical structural asset

C) Minimum requirements for a fully staffed MMU:

1) (Clinical and Support staffing) are:

(a) Sixteen bed capacity
(b) Staffing of teams sufficient to support MMU operations based on capability as defined in the State Mission Assignment
(c) Minimum staffing per shift for each team includes clinical and logistics staffing as defined for the primary mission in the State Mission Assignment and consistent with DSHS typing.
(d) Clinical Staff may include MD/DOs, RNs, Paramedics/EMTs, MLPs (PAs/APRNs), Pharmacy Technicians, clerks, etc.
(e) Logistics/Support Staff to support maintenance, electrical, HVAC, communications, transportation, set-up, and demobilization as agreed to by DSHS at the time of mobilization
(f) Supplies sufficient to fulfill primary mission per the State Mission Assignment for 72 hours
(g) The Resource will schedule its MMU assets and estimated deployment costs in Appendix D.

10) AMBUS(es)

A) Purpose:

1) The purpose of this section is to establish a mechanism whereby properly staffed and equipped AMBUS(es) may be deployed for mass transportation and/or care of sick and/or injured persons or to provide aid in a pending or actual disaster as provided in this TX EMTF MOA.

B) Description:

1) The Lead RAC may enter into MOU/MOAs with EMS Providers, hospitals, RACs or governmental entities which:

(a) Possess an AMBUS(es).
(b) The AMBUS will be licensed as a Specialty EMS Vehicle by DSHS.

(c) The AMBUS will be staffed with trained and credentialed staff sufficient to maintain operations
(d) The minimum staffing per shift are:
(i) Properly licensed vehicle driver
(ii) Crew Chief
(iii) 2 – Paramedics
(iv) 2 – EMTs or above
(e) The Resource will provide its AMBUS asset(s) list and estimated deployment cost with Appendix B.

11) Miscellaneous

A) State Law. If state law applicable to the relationship between Resource and Lead RAC contains additional or more stringent requirements than federal law regarding any aspect of PHI privacy, then the Parties agree to comply with the higher standard contained in applicable state law.

B) Consideration. Each Party recognizes that the promises it has made in this Agreement shall, henceforth, be relied upon by the other Party in choosing to continue or commence a business relationship with the other Party.

C) Modification. This Agreement may only be modified through a writing signed by the Parties and, thus, no oral modification hereof shall be permitted. The Parties agree to take such action as is necessary to amend this Agreement from time to time as may be required by federal or state law.

D) Acceptance of Mission. Each Party understands and agrees that a Resource has the ability to accept or reject a Mission.

E) Notice to Lead RAC. Any notice required under this Agreement to be given to the Lead Resource shall be made in writing to:

Lead RAC:	BRAC
Attn. to:	Executive Director
Address:	PO Box 53597
City, State:	Lubbock, Texas
Zip:	79453

With copy to: [If Legal Firm or someone else to receive copy, Enclose Mailing info here.]

F) Notice to Resource. Any notice required under this Agreement to be given Resource shall be made in writing to:

_____

_____

_____

With copy to:

_____

_____

_____

G) Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Texas without regard to choice of law.

H) Transfer or Assignment

1) This agreement may be assigned or transferred, if a new Lead RAC is assigned, without requiring the Agency to resign the agreement. The newly designated Lead RAC will send a notice to the Resource with a current, printed copy of the MOA and a NOTICE advising the Resource of the new Lead RAC.

2) The NOTICE will include the new Lead RAC information (SECTION 11-E)

3) The NOTICE will also include a new Signature section as executed by the new Lead RAC

4) Otherwise, neither party may assign, transfer, delegate, or sublicense any of its rights or obligations under this Agreement without the prior written consent of the other party

I) Entire Agreement. This Agreement constitutes the complete agreement between the Parties relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either Party.

IN WITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, the Parties affix their signatures hereto

BRAC
Lead RAC Abbreviation

TSA-B Regional Advisory Council, Inc.
Lead RAC Legal Name

Signature

Printed Name

Title

Date

Resource Legal Name

Signature

Printed Name

Title

Date

APPROVED AS TO CONTENT:

Mike Kemp, Fire Chief

APPROVED AS TO FORM:

City Attorney

ATTEST:

Becky Garza, City Secretary

APPENDIX A

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for EMS Assets:

A) Lead RAC will coordinate reimbursement of a base rate for: BLS, ALS, and MICU ambulances as per the current fee schedule.

B) with Volunteer Personnel:

1) Lead RAC will reimburse:

(a) Labor Rate of:

(i) $20.00 for paramedic,

(ii) $17.50 for EMT Intermediate,

(iii) $13.50 for EMT basic

for each hour the staff are deployed, plus overtime at time and a half the established rate for any hours worked over 8 within each 24 hour period.

(b) Personal Cost: Maximum of $50.00 per crew member per deployment (Total of $100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items may include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to the Lead RAC when the DSHS EMS Licensed Provider submits an invoice to the Lead RAC.

C) Resource with Paid Personnel:

1) Lead RAC will reimburse:

(a) Actual labor costs

(b) Fringe benefits for two (2) crew members per ground ambulance.

(c) The overtime cost (1/2 time) of staff required to fill the regular scheduled shift of staff deployed.

(d) Personal Cost: Maximum of $50.00 per crew member per deployment (Total of $100.00 per two member crew) for items needed for the crew to be self-sufficient during the deployment. These items may include food, water, and personal care items. The DSHS EMS Licensed Provider must keep receipts for these items and must submit them to the Lead RAC when the DSHS EMS Licensed Provider submits an invoice to the Lead RAC

(e) Repair of damaged equipment; if applicable.

Ambulance Reimbursement Table

Item	Metric	BLS	ALS	MICU
Vehicle – one Ambulance	Per hour	$35.00	$40.00	$40.00
Per Diem – based on $35.00 per day/per person of a two person Amb. crew or six person AMBUS crew	Per hour	$2.92	$2.92	$2.92
Medical Supplies Cost – Based on daily rates (BLS $240.00 per day each)(ALS $288.00 per day each)(MICU or AMBUS $360.00 per day each)	Per hour	$10.00	$12.00	$15.00
Reimbursement Rates	Per hour	$47.92	$54.92	$57.92

APPENDIX B

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for AMBUS Assets:

A) Lead RAC will Reimburse:

1) Uncompensated salary costs of staff to "make ready" the Assets for deployment once the State Mission Assignment has been issued; documentation must be submitted for proof of payment;
2) Actual hourly labor costs of deployed staff plus fringe benefits
3) The overtime cost (1/2 time) of staff required to backfill the regular scheduled shift of staff deployed
4) Fuel;
5) Shipping/transportation fees;
6) Daily usage fee;
7) Actual cost for food and lodging will be reimbursed at the rates established by the State Comptroller;
8) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs;
9) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
10) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller's office. No other expenses related to the use of personal vehicles will be reimbursed;
11) Repair of damaged equipment; if applicable.

AMBUS Reimbursement Table

Item	Per Hour	Per Day
AMBUS	$40.00	$960.00
Per Diem – based on $35.00 per day/per person of a six person AMBUS crew	$8.75	$210.00
Supplies	$15.00	$360.00
Reimbursement Rates	$63.75	$1530.00

APPENDIX C

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for Professional Staff Assets:
   A) Lead RAC will reimburse:
      1) Paid staff:
         (a) Actual hourly labor cost of deployed staff plus fringe benefits.
         (b) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs (airline travel, rental vehicle, parking, etc.).
         (c) The overtime cost (1/2 time) of staff required to fill the regular scheduled shift of staff deployed.
      2) Vehicles
         (a) Resource -owned vehicles that will be used during deployment for field supervision or team leaders will be reimbursed at daily FEMA established rate per hour for vehicle type.
         (b) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
         (c) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller's office. No other expenses related to the use of personal vehicles will be reimbursed.
      3) Support trailers or Vehicles
         (a) Resource owned vehicles or trailers that are not supervisor vehicles may be used by deployed personnel if approved on the State Mission Assignment. Reimbursement for these Assets shall be reimbursed at the current FEMA published rate.
      4) Repair of damaged equipment; if applicable.

APPENDIX D

The TX EMTF reimbursement rates effective during the term of this Agreement for the various Assets described are listed below. Any Asset not described or any deviation from these amounts should be specifically included in the State Mission Assignment at the time of the deployment.

1) Allowable costs for MMU Assets:
   A) Lead RAC will Reimburse:
      1) Uncompensated salary costs of staff to "make ready" the Assets for deployment once the State Mission Assignment has been issued; documentation must be submitted for proof of payment;
      2) Uncompensated salary costs of staff deployed with assets for set up and management; documentation must be submitted for proof of payment;
      3) Actual hourly labor costs of deployed staff plus fringe benefits;
      4) The overtime cost (1/2 time) of staff if required to backfill the regular scheduled shift of staff deployed.
      5) Fuel;
      6) Shipping/transportation fees;
      7) Daily usage fee;
      8) Actual cost for food and lodging will be reimbursed at the rates established by the State Comptroller;
      9) Personal mileage from home to deployment site and return at a rate per mile as published by the State Comptroller for the time period specified or other specific travel costs;
      10) Use of rented vehicles will only be reimbursed at the rental rate as established by the State Comptroller or as approved in the State Mission Assignment;
      11) Use of personal vehicles will only be reimbursed for mileage using the mileage rates currently in effect at the time of deployment as published by the State Comptroller's office. No other expenses related to the use of personal vehicles will be reimbursed
      12) Supplies used; and
      13) Repair of damaged equipment; if applicable.

Appendix E

DEFINITIONS

Ambulance – an EMS vehicle that is licensed as an "ambulance" in the State of Texas to the level designated or an EMS vehicle from another state that has been given legal authority by the State of Texas to operate as licensed ambulance in Texas during the current event.

Ambulance Strike Team (AST) – a configuration of five like-typed Ambulances with an Ambulance Strike Team Leader. ASTs are typed by capability.

Ambulance Strike Team Leader (ASTL) – an ASTL credentialed EMS individual, approved by DSHS, assigned to function in a supervisory capacity over EMS resources (usually ASTs), with appropriate, separate transportation.

AMBUS – an Ambulance Bus which is licensed as a "specialty vehicle" ambulance in the State of Texas.

Assets – collectively all personnel, equipment, supplies, and services that may be deployed, utilized, or coordinated by the Parties under this TX EMTF MOA, including RAC staff.

Contractor – an organization that is a Contractor with DSHS for the purposes of managing the Hospital Preparedness Program in a Trauma Service Area.

Deployed Assets – any Asset activated to respond to a State Mission Assignment.

District Disaster Committee – as defined by the Texas Government Code, it is the coordination point for the disaster districts within the State and the point of local coordination between an RMOC and the Governor's Division of Emergency Management Incident Command Structure.

DSHS – Texas Department of State Health Services

Emergency or Disaster – any incident declared as an "emergency" or a "disaster" by the State of Texas. May be used independently or collectively.

EMS Personnel – an EMS professional licensed or certified by DSHS, to include EMT, EMT-I, EMT-P and Licensed Paramedics.

EMS Provider – an agency licensed in the State of Texas to provide ambulance service.

In-place Assets – any Asset activated in support of the RAC's ability to implement this TX EMTF MOA.

Lead RAC Activation – the initiation of the terms of this TX EMTF MOA by a State Mission Assignment from the Lead RAC as authorized in Section 2 A of this document.

Lead RAC State Mission Assignment – the mobilization paperwork authorizing the response of the Resource as specified in the State Mission Assignment.

Mission – the Asset specified objectives, goals, etc. as outlined in the State Mission Assignment, including but not limited to destinations, tasks, command support roles, etc.

Mobile Medical Unit (MMU) – a rapidly deployable structure capable of providing medical care in a 16 bed configuration, to include the infrastructure support and staff for its set up and operational use. An MMU alone does not automatically include a clinical staff. A "Staffed MMU" includes the clinical staff configuration.

Parties – the Parties to this TX EMTF MOA, specifically the designated, signing Lead RAC and the Resource.

RAC – an authorized Regional Advisory Council designated by DSHS

Regional Medical Operations Center (RMOC) – a regional medical coordination center, managed at the RAC or multi-RAC (EMTF region) level, in coordination with the Governor's Division of Emergency Management Incident Command Structure to include local DDCs, the SOC, and the DSHS State Medical Operations Center (SMOC).

RN Strike Team (RNST) – a configuration of five like-typed Registered Nurses of which one will be the RN Strike Team Leader. RNSTs are typed by capability.

Staffed MMU – a clinically staffed, 16 bed capable, rapidly deployable Mobile Medical Unit, utilizing the staffing requirements as approved by DSHS

State Mission Assignment -- paperwork authorizing mobilization response of Resources

Subcontract(s) – the agreement(s) made by the RACs to implement this TX EMTF MOA or manage HPP resources.

Subcontractor – a Resource that is a subcontractor with a RAC for the purposes of implementing this TX EMTF MOA or managing HPP resources.

Training Events – an event approved under this TX EMTF MOA to activate Assets for the purposes of readiness and education of team members.

TX EMTF MOA – this specific Memorandum of Agreement

Warning Order – the initial written notice of a pending State Mission Assignment from DSHS notifying the Lead RAC of the possibility of Activation and possible request to determine the initial availability of Assets.

Appendix F

Asset Information

The following information is needed for planning purposes only. These numbers are not binding. Each Agency will have the option to accept or reject each deployment. Each Agency will also determine the quantity of assets available to deploy.

Please do NOT provide minimal numbers but provide the most accurate estimate of what could be deployed when called upon, if in a scenario that will have minimal impact locally.

The planning numbers should allow Coastal agencies to give real numbers of what could send to a wildfire understanding the same assets could not be provided in a Hurricane situation.

Agencies will have the ability to deploy more or less than the planning numbers listed below.

Agency Name: City of Lubbock Fire Department

Provider / License #: 300453

Agency Mail Address: 1515 E Ursuline

Agency City: Lubbock

Agency Zip: 79403

Agreement Signatory: Mayor Glen C. Robertson

What Position (and above) can approve Deployments: Deputy Chief or Emergency Management Coordinator

Deployment Contact #: 806-441-7222

Deployment Email to: caddington@mylubbock.us

Expiration / Renewal Date: 07-31-2014

Does each deployable EMS Unit have a VHF Mobile radio (Not HT) with TX InterOp channels? N/A

(_N/A_ VHF-Yes) (_N/A_ VHF-No)

TX MICUs

Type I ALS w/ HazMat

Type II ALS non-HazMat

Type III BLS w/ HazMat

Type IV BLS non-HazMat

Strike Team Leader 3

Command Center 1

AMBUS

Mobile Medical Unit

Support Trailer

M-IST (Medical Incident Support) 2

ASM (Ambulance Staging Manager) 1

Task Force Leaders

EMS Group Supervisors

Doctors

Mid-Level Practitioners

Nurses

Paramedics (not on AMB/AMBUS) 4

EMT-Intermediate(not on AMB/AMBUS) 4

EMT-Basic (not on AMB/AMBUS) 18

Tech

Clerk

Logistical Crewman

Command Staff

Regular City Council Meeting **5. 20.**

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 1947-G Ordinance 2012-O0131 Consider a request of Matt Sefcik for Lubb Inc., for a zoning change from IHC Interstate Commercial to A-2 high density apartments for garden style apartment units on Tract A-1, Ana's Garden Addition, 5820 34th Street.

Item Summary

On November 29, 2012, the City Council approved the first reading of the ordinance.

Proposed Land Use:
The applicant proposes using this lot to add an extension to the existing apartments he owns, immediately to the north.

Adjacent Land Uses:
North: Residential, Zoned A-1 (Family Apartments)
South: Commercial, Zoned C-3 (Commercial)
East: Residential or Commercial, Zoned IHC
West: Residential or Commercial, (Loop 289, and west of the Loop, the zoning on the corner is C-3)

Impact on the Comprehensive Land Use Plan (CLUP):
The result of the zone case would be a down-zone with regard to the CLUP. The impact on adjacent properties will be negligible. The market for commercial on this corner has not matured, and the owner of the adjacent property, the applicant, is of the opinion that adding apartments to his current ownership would be the best alternative for the property.

In the first hearing before the Planning & Zoning Commission (P&Z), the owner of the new motel on the east portion of the parcel objected. A continuance from the first meeting, and negotiation between the new buyer and the motel owner, resulted in that opposition being withdrawn.

The change is a minor amendment to the Plan, although in a direction not normally proposed, which is from commercial to apartment residential.

Staff finds no issue with the request.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance-1947-G
Zone Case 1947-G

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. 1947-G;** A ZONING CHANGE FROM **IHC** TO **A-2** ZONING DISTRICT ON **TRACT A-1, ANA'S GARDEN ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

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

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

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

ZONE CASE NO. 1947-G

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 **IHC** to **A-2** zoning district on **Tract A-1, Ana's Garden Addition**, City of Lubbock, Lubbock County, Texas, located at **5820 34th Street.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

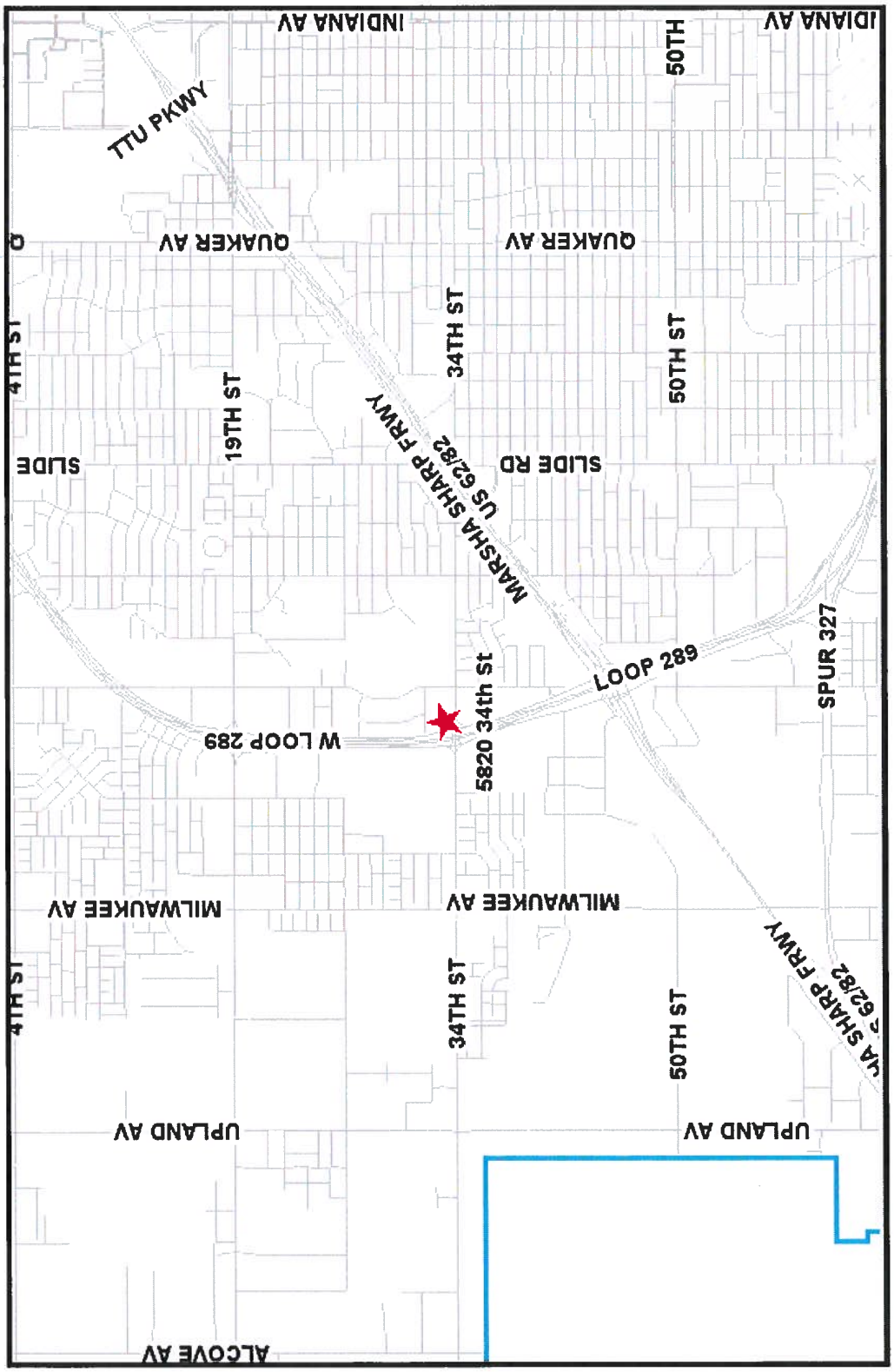
APPROVED AS TO CONTENT:

Randy Henson
_____
Randy Henson, Director of Planning

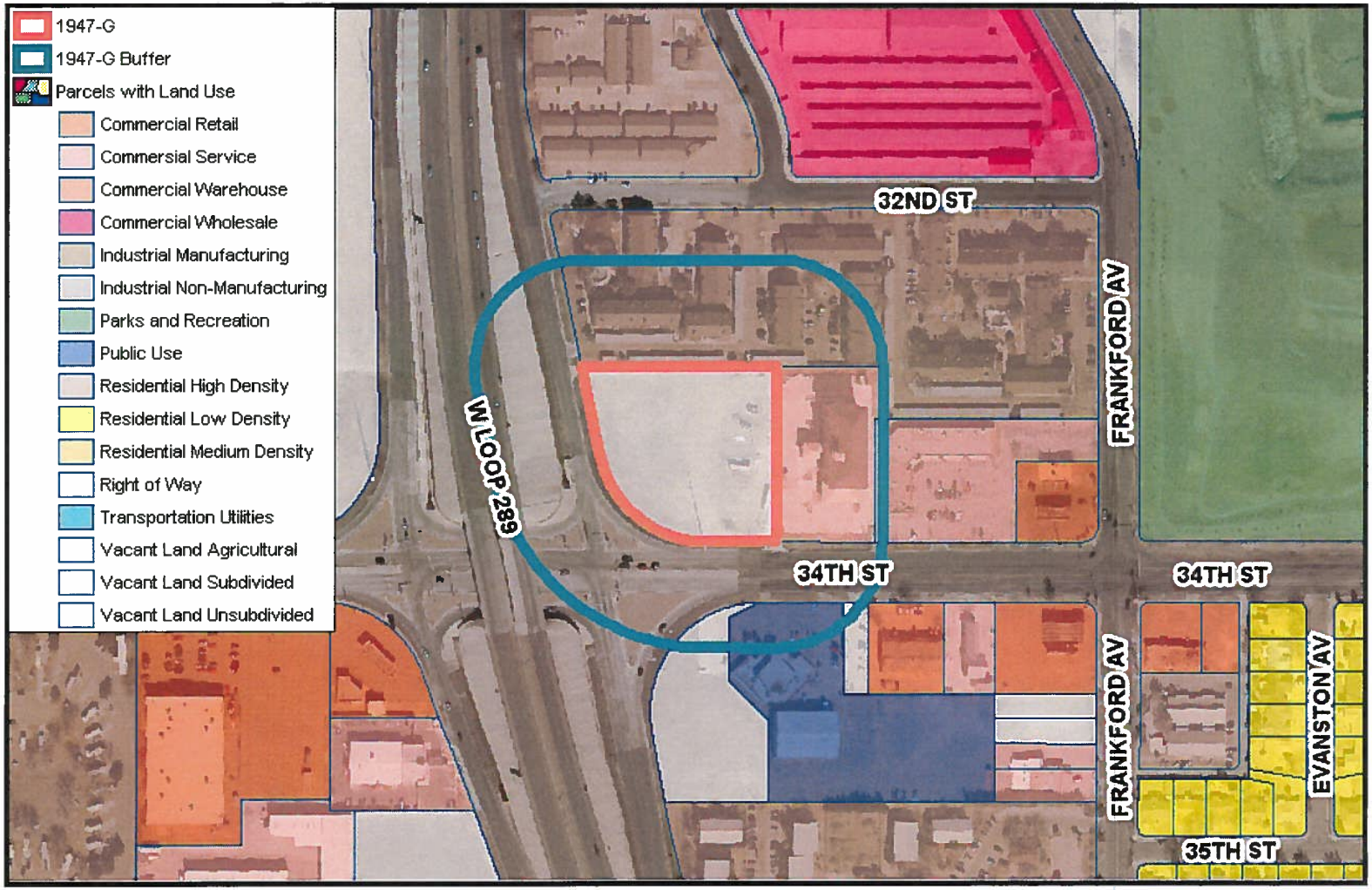
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC1947-G
November 1, 2012

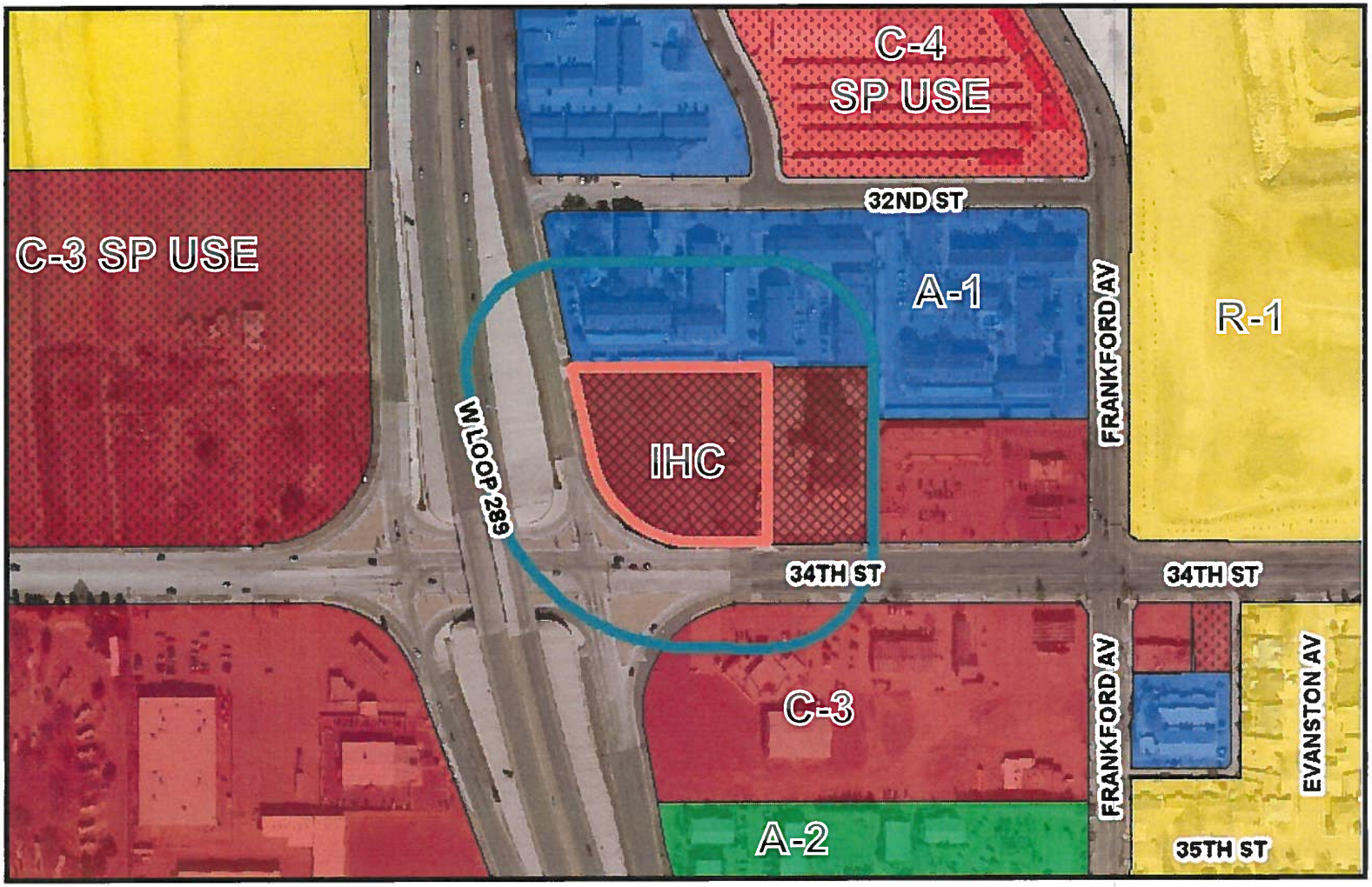


P.Z.C. Case 1947-G



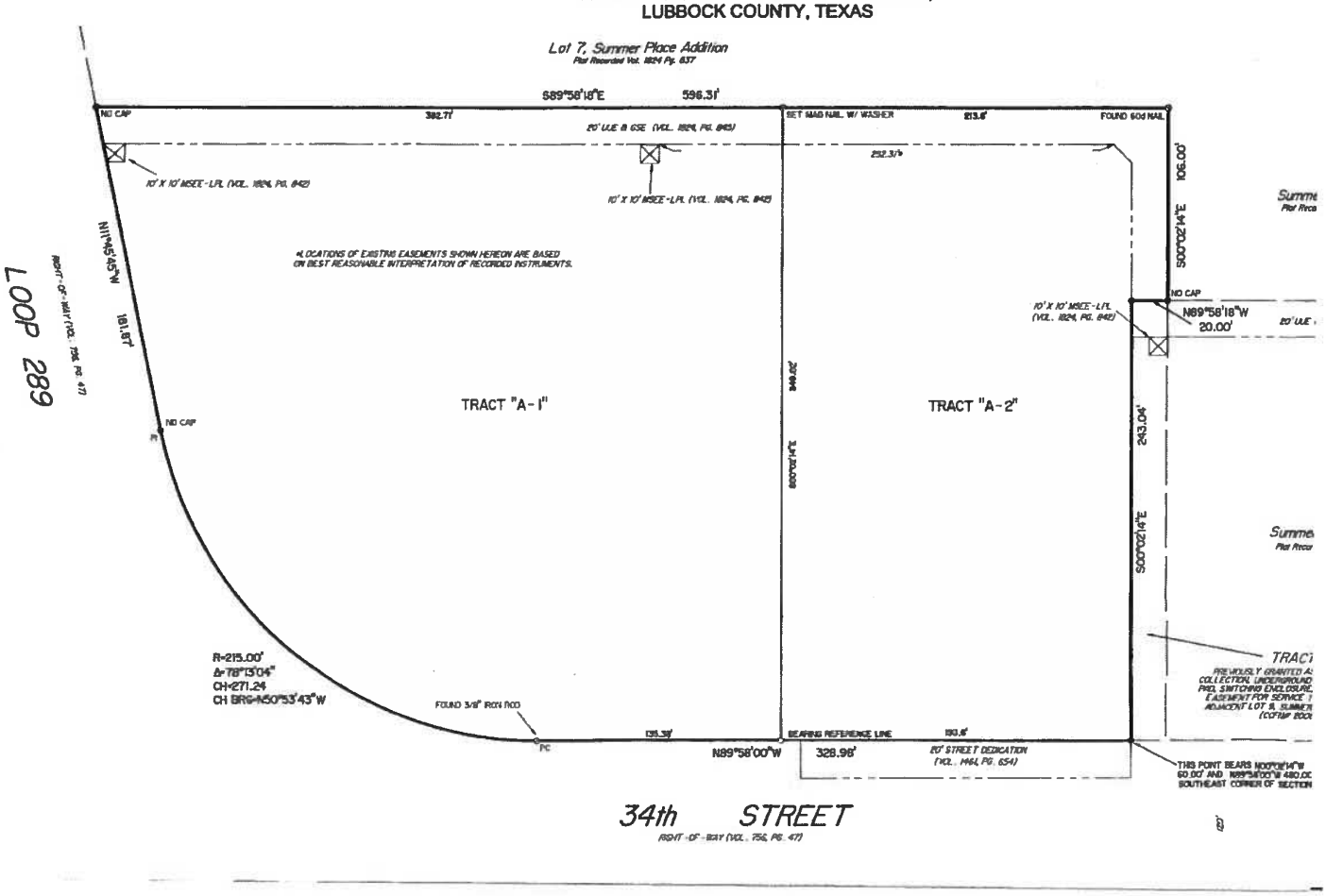
P.Z.C. Case 1947-G

Continued request of Matt Sefcik (for Lubb Inc.) for a zoning change from IHC to A-2 for garden style apartment units, 5820 34th Street



P.Z.C. Case 1947-G Zoning

TRACTS "A-1" and "A-2",
A REPLAT OF TRACT "A",
ANA'S GARDEN
AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS



city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Matt Sefcik on behalf of Owner who is joined herein proforma the same as if made by Owner **For** Lubb Inc.

P.O. Box 65427
Street Post Office Box

Lubbock TX 79464
City State Zip

(806) 771.9445
Telephone

23885 Enriquez Dr.
Street Post Office Box

Diamond Bar CA 91765
City State Zip

(626) 428-2278
Telephone

Location or Address: 5820 34th Street Lubbock, Tx

Legal Description:* Tract 'A-1', a Replat of Tract 'A', Ana's Garden Addition, Lubbock County

Existing Land Use: Vacant - undeveloped **Existing Zoning:** I-1 C

Acreage or Square Footage of Property: 2.638 Acres

Zoning Requested: A-2

Proposed Development: Garden Style Apartment Units very similar to existing Bentwood Apartment complex 3201 W. Loop 289, LBK, Tx → North of subject

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

Matt Sefcik
Applicant's Signature

9/6/12
Date

Filing Fee: $481
($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 20732 Ck# 1251 **For City Use Only** PIN: 1101 map 23

Zone Case No.: 1947-G **Agenda No.:** 3 4

Request for zoning change from: 1 AC **To:** A-2

on Lot(s): Tract A-1 **Block(s):** —

Subdivision: Ana's Garden **Address:** 5820 34th St

CRAIG, TERRILL, HALE & GRANTHAM L.L.P.

ROBERT L. (BOB) CRAIG, JR.,P.C.
H. GRADY TERRILL
KENT HALE
TERRY L. GRANTHAM
HUGH N. LYLE
LEONARD R. (BUD) GROSSMAN
BENNETT G. COOK, III
GARY BELLAIR
BRAD J. DAVIDSON
ANGELIA B. LEE
RYAN J. BIGBEE
ANDREW B. CURTIS
MARCY M. ERWIN

ATTORNEYS AT LAW
A Limited Liability Partnership
Including Professional Corporations
9816 SLIDE RD.
SUITE 201, FIRSTBANK CENTRE
LUBBOCK, TEXAS 79424
Telephone: (806) 744-3232
Telecopier: (806) 744-2211

From the Office of:
Ryan J. Bigbee
Writer's Direct dial (806) 686-1227
e-mail address:
rbigbee@cthglawfirm.com

November 1, 2012

Randy Henson
City of Lubbock
Planning Department
P.O. Box 2000
Lubbock, TX 79457

RE: Zone Case No. 1947-G; Request of Matt Sefcik (for Lubb Inc.) for a zoning change from IHC to A-2 for garden style apartment units on Tract A-1, Ana's Garden Addition (5820 34th Street)

Dear Randy:

Please be advised that, on behalf of Ushatex 1, Inc., I previously filed an objection to the above-referenced zoning case. Please allow this letter to serve as notice that my client hereby withdrawals such objection as the parties will be executing an amendment to the deed restrictions already on file to address my client's concerns.

Should you have any questions regarding this matter or need further information, please do not hesitate to contact me.

Yours truly,

Craig, Terrill, Hale & Grantham, L.L.P.

Ryan J. Bigbee

RJB:mdm

4

CRAIG, TERRILL, HALE & GRANTHAM L.L.P.

ROBERT L. (BOB) CRAIG, JR.,P.C.
H. GRADY TERRILL
KENT HALE
TERRY L. GRANTHAM
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From the Office of:
Ryan J. Bigbee
Writer's Direct dial (806) 686-1227
e-mail address:
rbigbee@cthglawfirm.com

October 4, 2012

RECEIVED
OCT 04 REC'D
PLANNING DEPARTMENT

Randy Henson
City of Lubbock
Planning Department
P.O. Box 2000
Lubbock, TX 79457

RE: Zone Case No. 1947-G; Request of Matt Sefcik (for Lubb Inc.) for a zoning change from IHC to A-2 for garden style apartment units on Tract A-1, Ana's Garden Addition (5820 34th Street)

Dear Randy:

Please be advised that I have been retained to represent Ushatex 1, Inc., and its principal, Marvin Patel, in response to the above-referenced zoning case. Please allow this letter to serve as my client's response to same.

My client objects to the zoning change referenced herein. My client owns the property noted as Tract A-2, Ana's Garden Addition (5816 34th Street). The reasons for my client's objections are as follows:

1. My client has executed a Declaration of Restrictions and Grant of Reciprocal Easement filed in Instrument No. 2008000907. In that document, Owner of Tract A-1 was not to use the property as a hotel or similar property. My client asserts that changing the zoning would allow him to use the property in violation of this paragraph. Therefore, my client objects.

2. My client also objects to this zoning change, as the change would restrict my client's visibility from West Loop 289 which was taken into account when my client signed the Declaration of Restrictions and Grant of Reciprocal Easement referenced above.

3. My client also objects as there are currently no apartment complexes located in this area, and, to do so would devalue my client's property.

4. My client objects, as the change in use is not desired in the area.

5. My client objects, as the change in use would adversely alter and affect the characteristics of the area.

6. My client objects as the change will negatively affect the property values in the area.

7. My client objects as the change will affect traffic patterns in the area, most notably in the Reciprocal Easement between Tract 1 and Tract 2, thereby creating a traffic concern.

8. Finally, my client objects as there is no economic burden or hardship on the property owner to justify the variance, as this property can be sold or used in any manner for zoning under IHC.

Should you have any questions regarding this matter or need further information, please do not hesitate to contact me.

Yours truly,

Craig, Terrill, Hale & Grantham, L.L.P.

Ryan J. Bigbee

RJB:mdm

MFG
Mantle Finance Group, LLC
7412 82nd Street Ste A
Lubbock, TX 79424
806.771.9445
972.692.5369 fax
www.mantlefg.com

September 11, 2012

Randy Henson
Lubbock Planning and Zoning
P.O. Box 2000
Lubbock, TX 79457

Re: Matt Sefcik Zoning Request Change from IHC to A-2 on Tract "A-1", Ana's Garden Addition, Lubbock County, Lubbock, TX

Mr. Henson:

I am the Managing General Partner of the Bentwood Apartments directly north of the subject property and I am currently in escrow to purchase this undeveloped land subject to this zoning modification.

Per this approval, our plan will be to develop additional apartment units to closely resemble the aesthetics of the existing complex. Bentwood Apartments would therefore be continuous and operate as one property. We feel this will benefit the area given the student growth of Lubbock Christian University and the future development of retail outside the West Loop.

Many Thanks –

Matt Sefcik CCIM
matts@mantlefg.com

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

14

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.:** ***1947-G***

In Favor of ✓

Opposed ____

RECEIVED
SEP 27 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Matt Sefcik

Signature: [signature]

Address: 3201 W. Loop 289, Lubbock, Tx 79407

Address of Property Owned: ____

4 of 7

Zone Case Number: **1947-G** 58751
LUBBOCK BENTWOOD LP
P O BOX 65427

LUBBOCK TX 79464

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***1947-G***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
OCT 23 REC'D
PLANNING DEPARTMENT

Print Name Matt Sefcik

Signature: _____

Address: 7412 82nd Street St. A

Address of Property Owned: 3201 W. Loop 289

4 of 7

Zone Case Number: **1947-G** 58751
LUBBOCK BENTWOOD LP
P O BOX 65427

LUBBOCK TX 79464

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

1

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***1947-G***

In Favor of X

Opposed ____

RECEIVED
OCT 25 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name ANA XIONG

Signature: [signature]

Address: 23885 ENRIQUEZ, DR. DIAMOND BAR, CA 9176

Address of Property Owned: 5820 34th ST. Lubbock, TX 7940?

Zone Case Number: **1947-G** 1101
LUBB INC
23885 ENRIQUEZ DR

DIAMOND BAR CA 91765

Affordable
STORAGE

Summertime
Villa

HOME PLATE DINER

SLEEP
NO
OPEN

Regular City Council Meeting **5. 21.**

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 2984-H Ordinance 2012-O0132 Consider a request of CMS Properties for S&S Commercial Properties, Ltd., for a zoning change from A-1 and C-3 to A-2 for apartments on 17.91 acres of unplatted land out of Block AK, Section 38, south of 34th Street and west of Milwaukee Avenue.

Item Summary

On November 29, 2012, the City Council approved the first reading of the ordinance.

Proposed Land Use:
The applicant is asking to rezone an existing apartment-zoned parcel and a portion of an existing commercial tract adjacent to Milwaukee from A-1 and C-3 to A-2. The current A-1 zoning seems to have been news to some of the single family residents to the west, leading to much of the discussion at the Planing and Zoning (P&Z) Commission Public Hearing. The proposed market would be apartments, with the difference being that A-1 allows two-story construction and A-2 allows three-story construction. In both districts, the setback for structures is a minimum of fifty feet and the lot line must have a screening fence.

Adjacent Land Uses:
North: Residential, Zoned A-2
South: Residential and Commercial, Zoned R-2, single family and C-3, general retail
East: Commercial, Zoned C-3, existing commercial
West: Residential, Zoned R-1, single family

Impact on the Comprehensive Land Use Plan (CLUP):
The proposed zone case is consistent with the CLUP since the area of concern for the neighbors is already zoned for apartments. Since the intensity of the difference between A-1 and A-2 was discussed between the neighbors and the applicant; the applicant offered additional setback and an eight-foot screening fence to the west and a portion of the south area of the parcel. The land to the north is zoned either A-2 or AM, apartment-medical, which allows A-2 construction; there is no compatibility issue to the north. Commercial will remain on the east.

The concern of the adjacent residential owners is legitimate, but a non-issue , from a zoning perspective, since the tract is currently zoned A-1 and was zoned A-1 when the residential structures were built.

The offer of the developer to alleviate some of the concerns of the adjacent residents is noted in the conditions below.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planning and Zoning Commission supports the request with the following recommendations:
1. An eight-foot screening fence on the west and south lines of the 10 acre, A-1 portion. Standard screening will be required on the other lines.
2. If a three-story structure is built, the setback from the adjacent residential shall be seventy feet.
3. Solid waste handling shall be on the A-2 property.

Attachments

Ordinance 2984-H

Zone Case 2984-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. 2984-H;** A ZONING CHANGE FROM **A-1 AND C-3** TO **A-2** ZONING DISTRICT ON **17.91 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 38,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 2984-H

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 and C-3** to **A-2** zoning district on **17.91 acres of unplatted land out of Block AK, Section 38,** City of Lubbock, Lubbock County, Texas located at **south of 34th Street and west of Milwaukee Avenue,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT an eight (8) foot screening fence be placed on the west and south lines of the 10 acre A-1 portion. Standard screening will be required on the other lines.**

2. **THAT if three story is built, the setback from adjacent residential shall be seventy (70) feet.**

3. **THAT solid waste handling shall be on the A-2 property.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson
_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

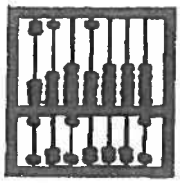
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc2984-H
November 1, 2012

Exhibit "A"

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes only on a 7.877 acre tract out of Section 38, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Northwest corner of this tract which bears West, 557.08 feet from the Northeast corner of Section 38, Block AK;

THENCE East, 284.07 feet to the Northeast corner of this tract;

THENCE South, 68.39 feet to a corner of this tract;

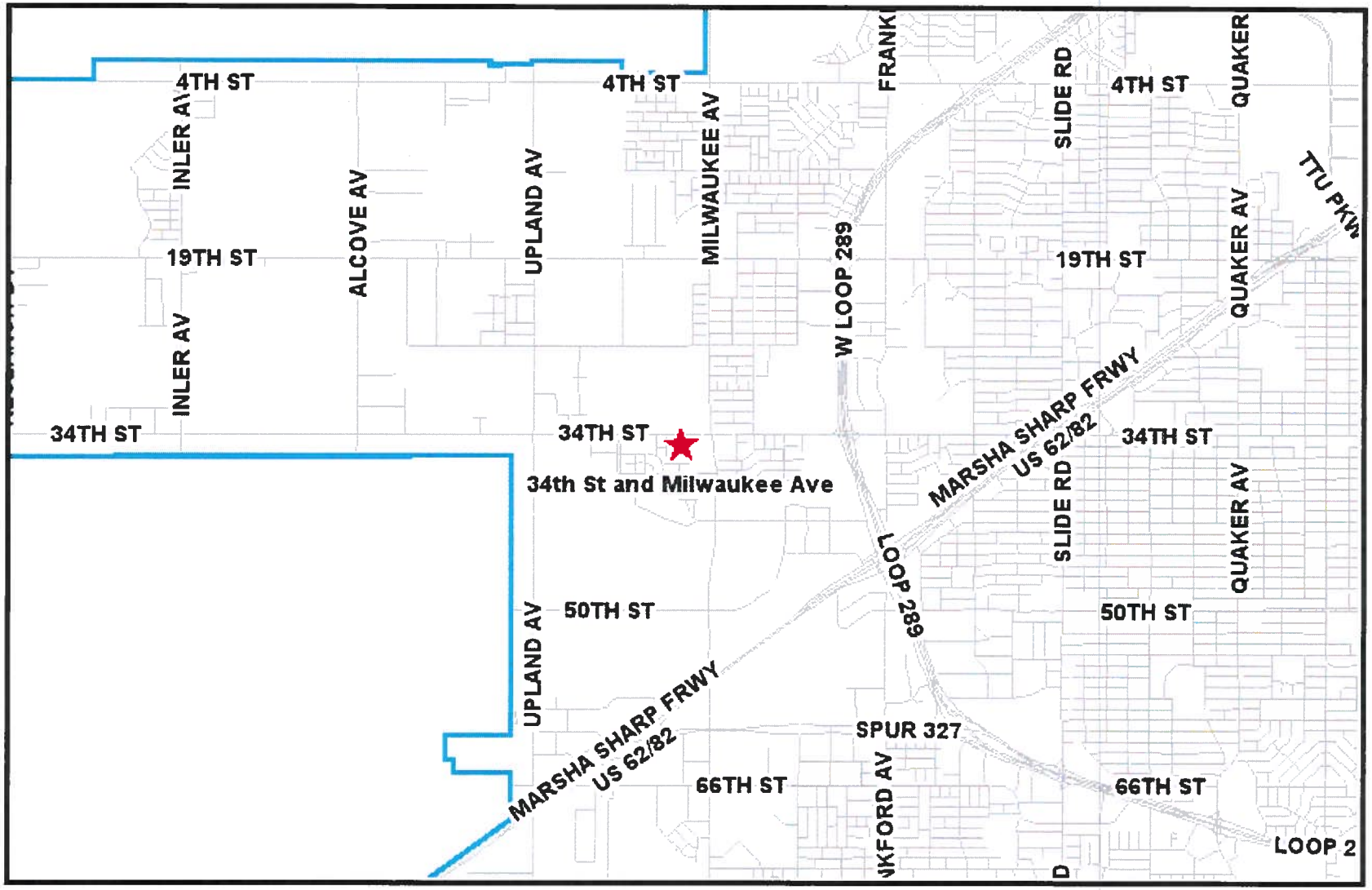
THENCE S 06°25'54" E, 719.55 feet to a corner of this tract;

THENCE South, 251.59 feet to the Southeast corner of this tract;

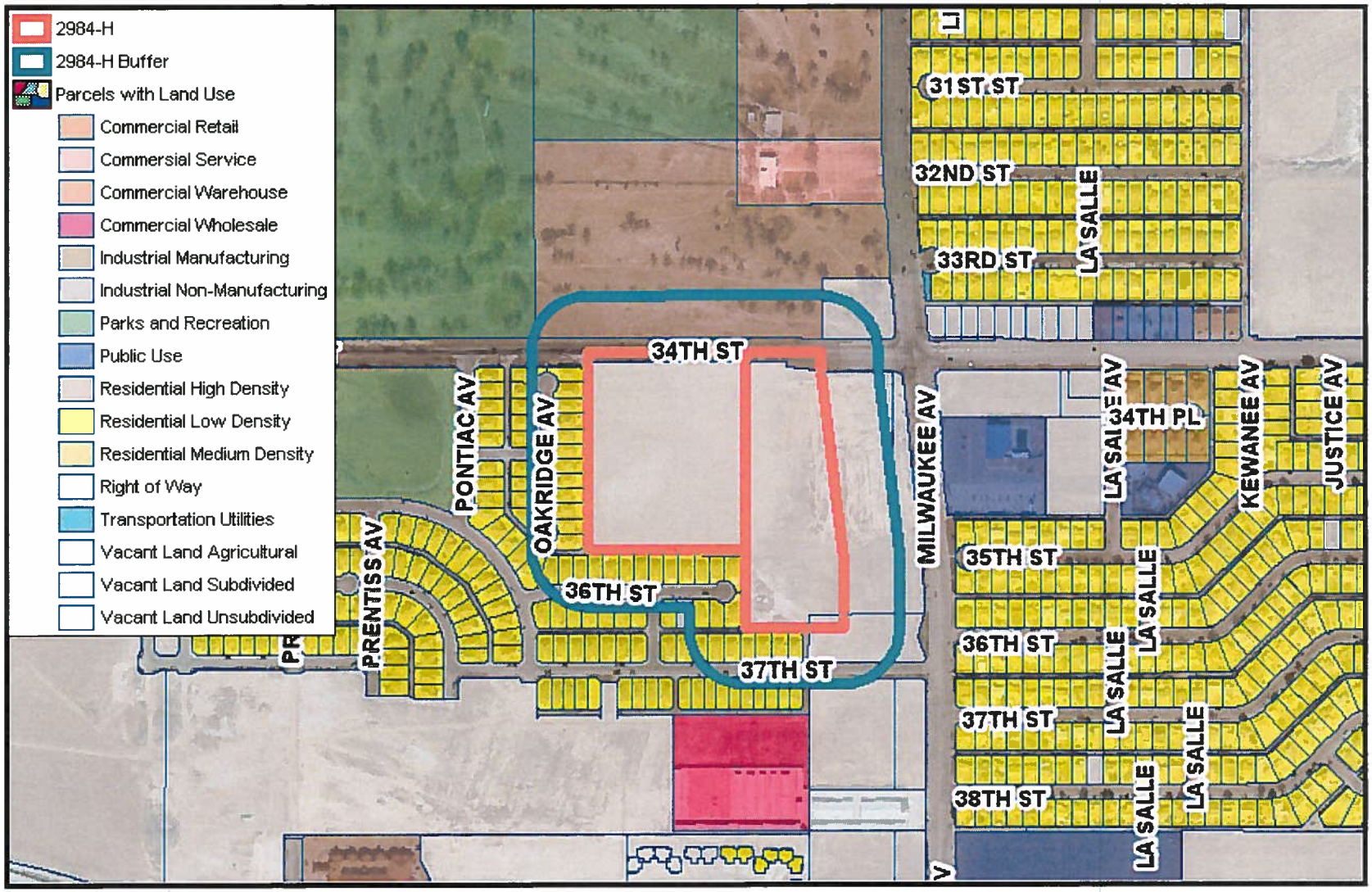
THENCE West, 364.67 feet to the Southwest corner of this tract;

THENCE North, 1035.00 feet to the PLACE of BEGINNING and containing 7.877 Acres including any Right of Way.

Prepared for Zone Change Purposes only, does not represent a survey.

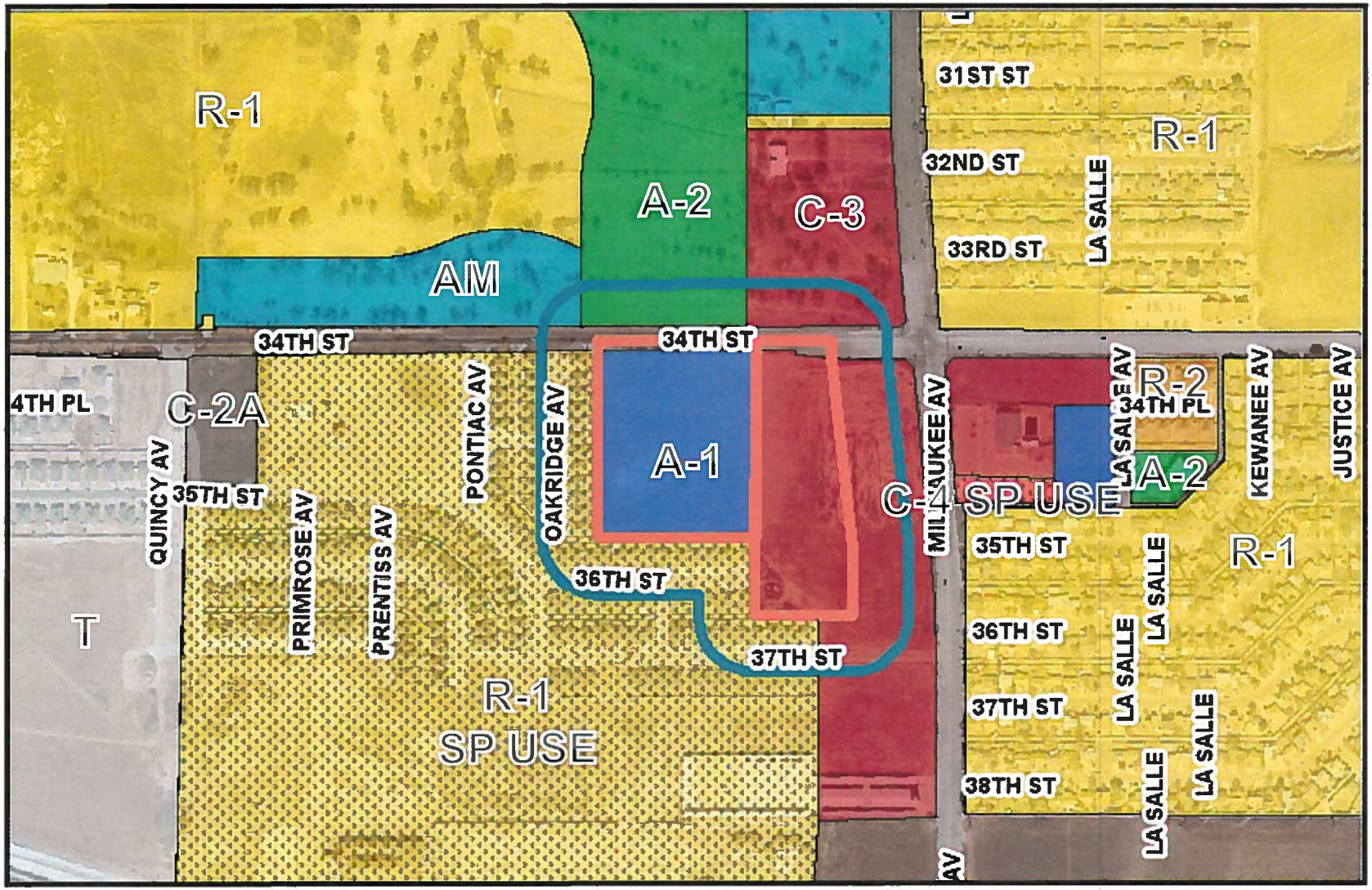


P.Z.C. Case 2984-H



P.Z.C. Case 2984-H

Request of CMS Properties (for S&S Commercial Properties, Ltd.) for a zoning change from A-1 and C-3 to A-2 for apartments, south of 34th Street and west of Milwaukee Avenue.



P.Z.C. Case 2984-H Zoning

#170

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) CMS Properties
6306 Iola Suite 200
Street/Post Office Box
Lubbock, Texas 79242
City State Zip
(806) 794-1492
Telephone

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

Location or Address: 34th west of Milwaukee

Legal Description:*

Existing Land Use: Ag

Existing Zoning: 10.02 ac/ A-1
7.87 ac/ C-3

Acreage or Square Footage of Property: 17.59 Ac.

Zoning Requested: A-2

Proposed Development: Apartments

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

Applicant's Signature

9/10/12
Date

Filing Fee: $526.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

reciept 20736 CK# 36826

For City Use Only

MAP 45

Zone Case No.: 2984 – H

Agenda No.: E 1

Request for zoning change from: A-1, C-3

To: A-2

0.03
7.88
17.91

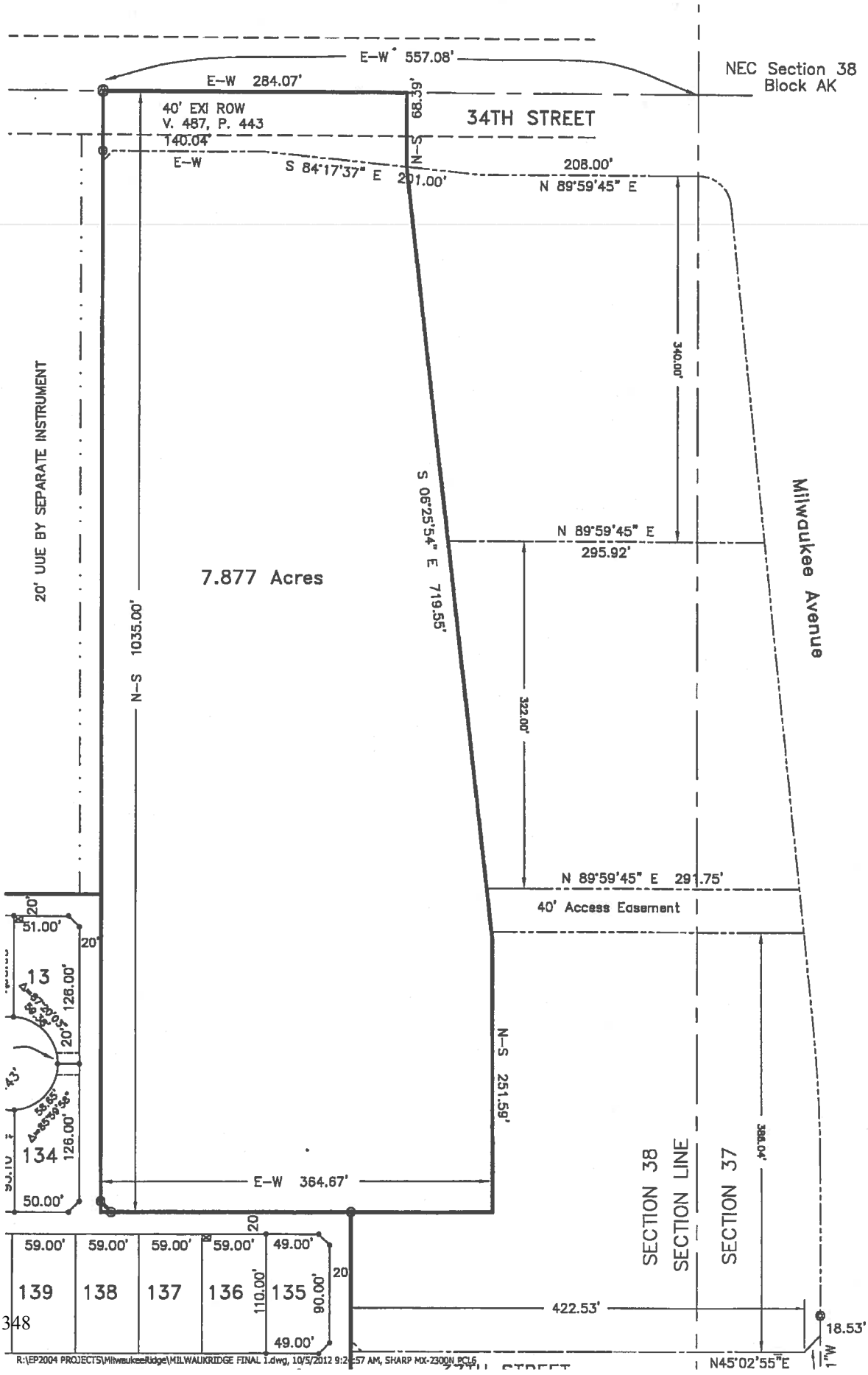
17.91 Acres of unplatted land out of block AK section 38

on Lot(s): —

Block(s): —

Subdivision:

Address: South of 34th St
west of Milwaukee Ave


E-W 557.08'
NEC Section 38
Block AK
E-W 284.07'
68.39'
40' EXI ROW
V. 487, P. 443
34TH STREET
140.04'
E-W
S 84°17'37" E 201.00'
N-S
208.00'
N 89°59'45" E
340.00'
20' UUE BY SEPARATE INSTRUMENT
7.877 Acres
N-S 1035.00'
S 09°25'54" E 719.55'
Milwaukee Avenue
N 89°59'45" E
295.92'
322.00'
N 89°59'45" E 291.75'
40' Access Easement
N-S 251.59'
E-W 364.67'
SECTION 38
SECTION LINE
SECTION 37
388.04'
422.53'
18.53'
N45°02'55"E
20'
51.00'
13
126.00'
134
50.00'
59.00'
139
138
137
136
110.00'
135
90.00'
49.00'
R:\EP2004 PROJECTS\MilwaukeeRidge\MILWAUKRIDGE FINAL 1.dwg, 10/5/2012 9:2:57 AM, SHARP MX-2300N PCL6

CMS
PROPERTIES
806.794.1492
6306 IOLA AVE. STE.# 200
LUBBOCK, TX. 79424
www.CMSPropertiesInc.com

HUNTER SKY CAPITAL

66TH ST. APARTMENTS
LUBBOCK, TX

ISSUE	DATE	DESCRIPTION

DRAWN BY:
DATE:
CHECKED BY:
DATE:
FINAL REVIEW BY:
DATE:

PROJECT LOCATION

MILWAUKEE AVENUE

644.20'

387.01'

208.00'

422.56'

211' 6"

132' 4"

128.00'

422.50'

37th St.

329,849 SQ.FT.
7.57 ACRE

436,791 SQ.FT.
10.02 ACRE

34 TH ST.

CMS PROPERTIES
806.794.1492
6306 IOLA AVE. STE. # 200
LUBBOCK, TX, 79424
www.CMSProperties.com

HUNTER SKY CAPITAL

SEAL TRACT
LUBBOCK, TX

ISSUE	DATE	DESCRIPTION

PLOTTER AGREEMENT
DRAWN BY:
DATE:
CHECKED BY:
DATE:
FINAL REVIEW BY:
DATE:

PROJECT LOCATION

MILWAUKEE AVENUE

644.20'
208.00'
387.01'
422.56'
211'-6"
132'-4"
128.00'
37th St.
422.50'
60'

329,849 SQ.FT.
7.57 ACRE

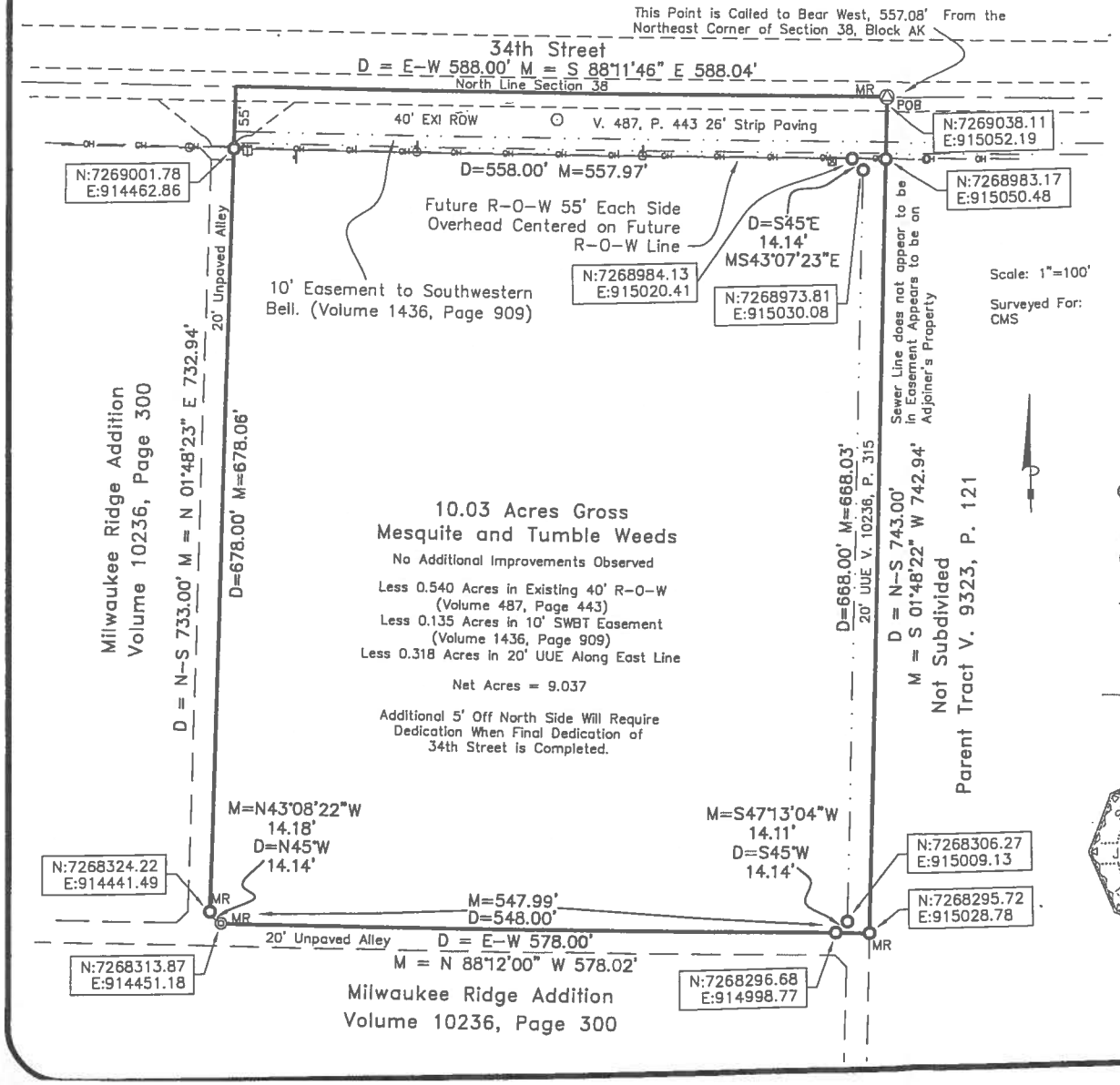
436,791 SQ.FT.
10.02 ACRE

34 TH ST.

CMS

Plat and Field Notes

on a 10.03 (Gross) 9.037 (Net) acre tract out of Section 38, Block AK, Lubbock County, Texas



FIELD NOTES on a 10.03 (Gross) 9.037 (Net) acre tract out of Section 38, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a found nail with cap having Texas North Central Zone Coordinates of North: 7269038.11, East: 915052.19 for the Northeast corner of this tract which is called to bear West 557.08 feet from the Northeast corner of Section 38, Block AK;

THENCE S 01°48'22" W ((Texas North Central Zone Bearing Basis)(Called South)), at 54.97 feet (Called 55 feet) pass a found 1/2" rod with orange cap marked RPLS 4460, in all 742.94 feet (Called 743.00 feet) to a found rod with orange cap for the Southeast corner of this tract;

THENCE N 88°12'00" W (Called West), along the North line of a 20 foot unpaved alley, at 30.01 feet (Called 30.00 feet) pass a found 1/2" rod with orange cap marked RPLS 4460, in all 578.00 feet to a found 1/2" rod with orange cap marked RPLS 4460 for the most Southerly Southwest corner of this tract;

THENCE N 43°08'22" W (Called N 45° W), 14.18 feet (Called 14.14 feet) to a found 1/2" rod with orange cap marked RPLS 4460 for the most Westerly Southwest corner of this tract;

THENCE N 01°48'23' E (Called North), along the East line of an alley, at 678.06 feet (Called 678.00 feet) pass a found 1/2" rod with orange cap marked RPLS 4460, in all 732.94 feet (Called 733 feet) to a point in the North line of Section 38 for the Northwest corner of this tract;

THENCE S 88°11'46" E (Called East), along the North line of Section 38, a distance of 588.04 feet (Called 588.00) to the Place of Beginning and containing 10.03 Acres including any Right of Way.

- Fd. 1/2" Rod With Orange Cap Marked RPLS 4460
- Fd. Rod With Yellow Cap
- Fd. Nail With Washer
- Indicates Man Hole
- Indicates Power Pole
- Indicates Utility Box
- Indicates Sign (SBC or NTS)
- Indicates Telephone Box
- OH — Overhead Power Line
- MR — Monument of Record Dignity
- D = Deed
- M = Measured

STATE OF TEXAS REGISTERED J M CIESZINSKI 4460 PROFESSIONAL LAND SURVEYOR

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND

September 26, 2012

Surveyor's Report

This Plat is based on a survey made on the ground September 25, 2012.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This survey was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

Measured Bearings and Coordinates are based on the Texas North Central Zone Coordinate System.

Distances are Surface Distances.

Combined Scale Factor: 0.99976

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It

TEXAS SURVEYING NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2984-H**

In Favor of

Opposed X Highly Opposed

Reasons and/or Comments:

I am highly opposed to these apartments. My house backs up to the property in question. This would bring the value of my house down by #20K to #30K, not to mention the crime rate. I realize this would benefit a lot of good people but those wanting a handout would be the first to raise the crime rate and let the property run down. Plus, there is no public transportation stops or pickups for miles of this area.

Print Name Randye McKee

Signature: Randye McKee

Address: 3415 Oakridge Ave, Lubbock, Tx 79407

Address of Property Owned: 3415 Oakridge Ave.

8 of 66

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OCT 24 REC'D
PLANNING DEPARTMENT

352

Zone Case Number: 2984-H 86968
MC KEE, RANDYE C
3415 OAK RIDGE AVE

LUBBOCK TX 79407

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2984-H**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

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OCT 24 RECD
PLANNING DEPARTMENT

Print Name RODNEY W. WARREN

Signature: [signature]

Address: P.O. BOX 16249. LUBBOCK TX. 79490

Address of Property Owned: West of SWC of 34TH ST. LUBBOCK, TX

Zone Case Number: **2984-H** 87638
SPSM LTD
PO BOX 16249

LUBBOCK TX 79490

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2984-H**

In Favor of

Opposed ✓

Reasons and/or Comments:
We built a house in Milwaukee Ridge to move away from our previous neighborhood as well as the registered sex offender restrictions in this area. Once the proposed property is rezoned for apartments our property value will decrease. This will be especially true if low-income rentals will be available (not to mention if registered sex offenders will be allowed to rent). We are already seeing a decrease in values in a depressed market.

Print Name David G. Lawson

Signature: David G Lawson

Address: 6621 36th Street Lubbock, TX 79407

Address of Property Owned: 6621 36th Street Lubbock, TX 79407

37 of 66

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Zone Case Number: 2984-H 87084
LAWSON VICKI S & DAVID G
6621 36TH ST

LUBBOCK TX 79407

354

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.: 2984-H**

In Favor of ____

Opposed X

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Reasons and/or Comments:

1. Devalues our property
2. Negates the "no sex offender" area
3. if apts. are built - no "2" story - 1 level: for privacy
4. didn't give enough "notice" time of meeting
5. Why not have the land donated for a church; park for: elderly; and/or for handicapped individuals,

Print Name Diana Barbian David Barbian

Signature: Diana Barbian David Barbian

Address: 405 Vista Trail Dr. Lewisville, TX.

Address of Property Owned: 3817 Oakridge
Lubbock

Zone Case Number: 2984-H 86969
BARBIAN DAVID & DIANA
405 VISTA TRAIL DR

LEWISVILLE TX 75067

2

FAX

Date:	10/31/2012
Pages including cover sheet:	3

To:	Planning Deprtment
Phone	
Fax Number	*+1 (806) 775-2100*

From:	June Musick
	e-clect.com
	6702 35th St
	Lubbock
	TX 79407
Phone	*+1 (866) 826-0102*
Fax Number	*+1 (866) 826-0102*

NOTE:

opposed to P&Z case No 2984-H

We are opposed to a 3 high Dwelling due to the fact the land is already Higher than us and that would give the aprtment dwellers birds eye view to everything here in our Townsite. We have enough traffic through here and with no speed limit signs the children are in danger as it is without adding more thru traffic.
And what of the runoff from potential rain/drainage water, sewer?
What happens to us when a line breaks or the drainage stops up? It already poses problems when we DO have rain. Without that ground to soak up water what then?

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NOV 01 REC'D
PLANNING DEPARTMENT

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.: 2984-H**

In Favor of ___

Opposed ✓

Reasons and/or Comments: The appartments 3 High will totaly be able to "VIEW" everything about us. The land is higher than our townsite is. Concern: as long as the apartment dwellers do not have straight egress access through our neighborhood creating MORE TRAFFIC (with no speed limit signs) our children are in danger as it is. What about water/sewer Runoff

Print Name: Michael & June Musick

Signature: Michael W Musick

Address: 6702 35Th STREET

Address of Property Owned: 6702 35Th STreet

26 of 66

RECEIVED
NOV 01 REC'D
PLANNING DEPARTMENT

Zone Case Number: 2984-H 86986
MUSICK JUNE ANN & MICHAEL
6702 35TH ST

LUBBOCK TX 79407

Regular City Council Meeting **5. 22.**

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3193 Ordinance 2012-O0133 Consider a request of Albert Skibell, Inc., for a zoning change from T to C-3 on 13.156 acres of unplatted land out of Block E-2, Section 21, northeast corner of 130th Street and Indiana Avenue.

Item Summary

On November 29, 2012, the City Council approved the first reading of the ordinance.

Proposed Land Use:
The proposal is to construct a new shopping center with retail pad sites and a convenience store/fuel facility.

Adjacent Land Uses:
North: Transitional, Zoned T
South: Transitional, Zoned T
East: Transitional, Zoned T
West: Commercial, Zoned C-3

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal is consistent with the CLUP. The current CLUP designation is commercial. The property is currently zoned as Transitional, which is the standard zoning for any property when annexed into the City.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planning & Zoning Commission

Attachments

Ordinance 3193
Zone Case 3193

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. 3193;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **13.156 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 21,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3193

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-3** zoning district on **13.156 acres of unplatted land out of Block E-2, Section 21**, City of Lubbock, Lubbock County, Texas, located at **northeast corner of 130th Street and Indiana Avenue.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3191
November 1, 2012

Exhibit "A"

LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION of a 13.156 acre tract of land located in Section 21, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a "MAG" nail with washer set for the Southwest corner of Section 21, Block E-2, Lubbock County, Texas and this tract;

THENCE N. 01°45'56" E., along the West line of Section 21, a distance of 40.00 feet to an "X" cut in concrete in the North line of a 40 foot right-of-way easement as described in Volume 487, Page 54 of the Deed Records of Lubbock County, Texas for the Southwest corner of a 55 foot street dedication (Indiana Avenue) as described under County Clerk File No. 2009041285 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 88°04'16" E., along said North easement line, the Southern boundary of said 55 foot street dedication and a 30 foot street dedication (Indiana Avenue) as described under County Clerk File No. 2009041286 of the Official Public Records of Lubbock County, Texas, a distance of 85.00 feet to a 1/2" iron rod with cap set for the Southeast corner of said 30 foot street dedication and a corner of this tract;

THENCE N. 01°45'56" E., along the Eastern boundary of said 30 foot street dedication, a distance of 25.00 feet to a 1/2" iron rod with cap found at the Northeast corner of said 30 foot street dedication and a corner of this tract;

THENCE N. 43°09'10" W., along the Northern boundary of said 30 foot street dedication, a distance of 42.49 feet to a 1/2" iron rod with cap set in the Eastern boundary of said 55 foot street dedication (Indiana Avenue), for a corner of this tract;

THENCE N. 01°45'56" E., along said 55 foot street dedication, at 5.00 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 663.43 feet to a 1/2" iron rod with cap set for the Southwest corner of Tract A, The Worship Center 1 an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File No. 2011039470 of the Official Public Records of Lubbock County, Texas and the Northwest corner of this tract;

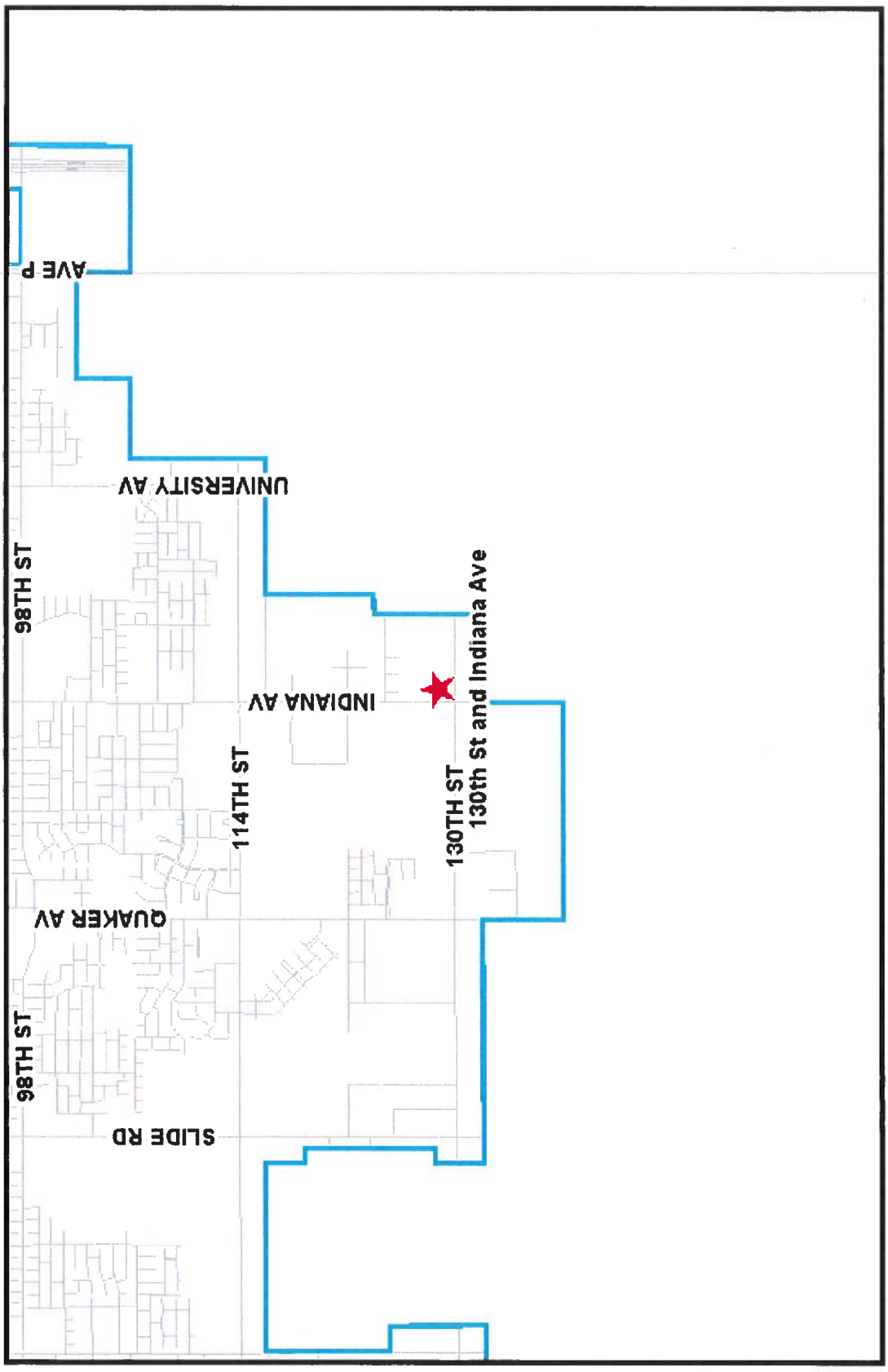
THENCE S. 88°04'16" E., along the Southern boundary of said Tract A and a 10.6 acre tract as described in Volume 6990, Page 91 of the Real Property Records of Lubbock County, Texas, a distance of 754.29 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract;

THENCE S. 01°45'56" W., at 698.43 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 758.43 feet to a "MAG" nail with washer set in the South line of Section 21 for the Southeast corner of this tract;

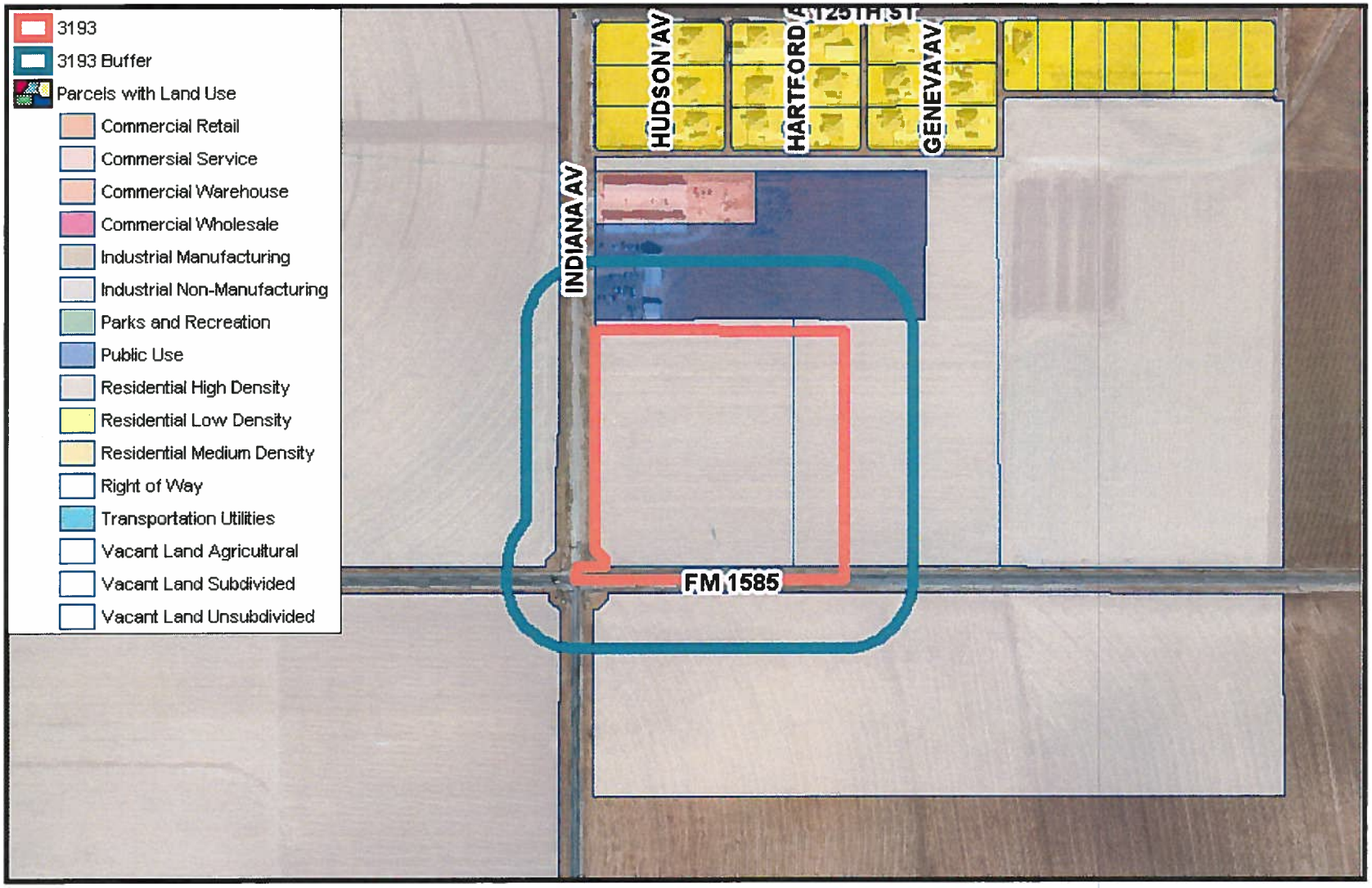
THENCE N. 88°04'16" W., along the South line of Section 21, a distance of 809.29 feet to the Point of Beginning.

Contains: 573,071 square feet.

Bearings are relative to the Texas Coordinate System of 1983, CORS 96, Epoch 2002.0

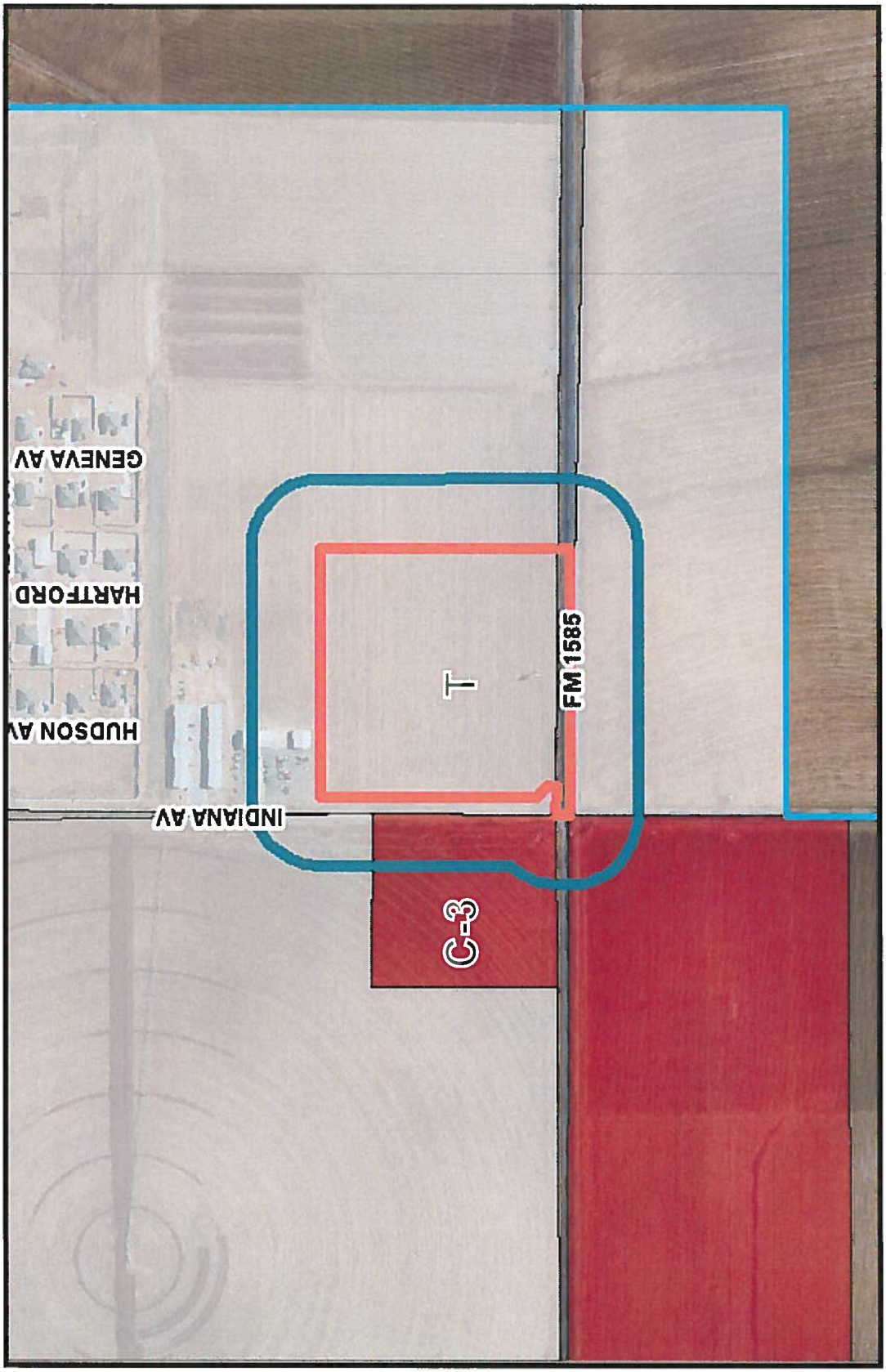


P.Z.C. Case 3193



P.Z.C. Case 3193

Request of Albert Skibell, Inc. (for United Supermarkets) for a zoning change from T to C-3, northeast corner of 130th Street and Indiana Avenue.



P.Z.C. Case 3193 Zoning

city of
lubbock

APPLICATION FOR ZONE CHANGE

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

Albert Skibell, Inc.

Applicant (Please Print) By: Charles Skibell

1112 Avenue Q.
Street/Post Office Box

Lubbock, Texas 79401
City State Zip

(806) 763-4532
Telephone

For United Supermarkets

7830 Orlando Avenue
Street/Post Office Box

Lubbock, Texas 79423
City State Zip

(806) 791-0220
Telephone

Location or Address: 12 Net Acres located on the NEC of Indiana Ave. & FM 1585 (130th)

Legal Description:* 12 Acre tract of land out of Sec. 21, Blk E-2, Lubbock, Texas

Existing Land Use: Agricultural **Existing Zoning:**

Acreage or Square Footage of Property: 12 Net Acres (522,724 SF)

Zoning Requested: C-3, Local Retail

Proposed Development: Grocery anchored shopping center with retail pad sites and convenience store/fuel facility.

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

Charles Skibell
Applicant's Signature

September 27, 2012
Date

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

Filing Fee: $510.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

Receipt 20759 Ck# 371 **For City Use Only** mkb MAP 40

Zone Case No.: 3193 **Agenda No.:** 43

Request for zoning change from: T **To:** C-3

on Lot(s): 13.156 Acres **Block(s):**

Subdivision: **Address:** Northeast corner of 130th St and Indiana Ave

Regular City Council Meeting **5. 23.**

Meeting Date: 12/06/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3194 Ordinance 2012-O0134 Consider a request of West Texas Engineering, LLC, for RBA Investments, LLC, for a zoning change from R-1 to C-2 for a Dollar General store on 1.442 acres of unplatted land out of Block E, Section 9, 1611 82nd Street.

Item Summary

On November 29, 2012, the City Council approved the first reading of the ordinance.

Proposed Land Use:
The proposed land use is for a Dollar General retail store.

Adjacent Land Uses:
North: Residential R-1 Specific Use and GO, Garden Homes
South: Transitional, KFMX tower and a playa
East: Residential and Transitional
West: Commercial C-3, Local Retail District

Impact on the Comprehensive Land Use Plan (CLUP):
Currently, the north one hundred feet of this property is zoned as R-1, and the south portion of the property is zoned Transitional. The proposed change to C-2 does not conform with the guidelines set by the CLUP, being outside the 660 foot policy commercial zone for the intersection of thoroughfares. The proposed zoning also does not meet the definition of a buffer zoning district.

Although C-2 is not a buffer zone, and typically areas between the 660 foot commercial zones are not developed as commercial; the proximity to the flood zone/playa lake and the radio tower to the south, make this strip along 82nd Street not optimal for residential development. The market for garden office is reported to not be particularly viable on the south side of 82nd Street, due to the adjacent land uses and the geography of the area.

The area is quite diverse and different from other sections of thoroughfare locations elsewhere in the City. An industrial area was annexed to the east, the SPS compound at Avenue P and 82nd; an electric substation is west of the SPS compound; and the City waste transfer and fueling compound is located to the south of the SPS facilities. Garden office zoning is in place across 82nd Street and medium density apartments are constructed to the west adjacent to Avenue U. As noted, there is a large playa located immediately south of the the strip along 82nd Street. Discussion during the P&Z meeting focused if the area is suitable for C-2 Commercial in contrast to the normal ten acre thoroughfare corner policy of the CLUP.

During the Planning and Zoning Commission (P&Z) Public Hearing there was one property owner, from within the 200 foot notification area, in favor and one, from across 82nd Street to the North, in opposition to the proposed change.

With all the variables in place, the Commission seemed to be of the opinion that this strip along 82nd will not easily adhere to the normal "corner commercial" policy of the CLUP and will become commercial between Avenue U

and the current electric substation to the east.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission recommends the request with one condition:
1. Limit the parcel to one curb cut.

Attachments

Ordinance 3194
Zone Case 3194

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. 3194;** A ZONING CHANGE FROM **R-1** TO **C-2** ZONING DISTRICT ON **1.442 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 9,** 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 compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3194

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-2** zoning district on **1.442 acres**

of unplatted land out of Block E, Section 9, City of Lubbock, Lubbock County, Texas located at **1611 82nd Street,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the change be limited to one curb cut on the property.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson
_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3194
November 1, 2012

Exhibit "A"

FIELD NOTES on a 1.442 acre tract out of Section 9, Block E, Lubbock County, Texas and being part of the tract described in Volume 1307, Page 49, Lubbock County Deed Records(LCDR) and part of the tract described in Lubbock County Clerk File # 2006045122, and being further described by Metes and Bounds as follows:

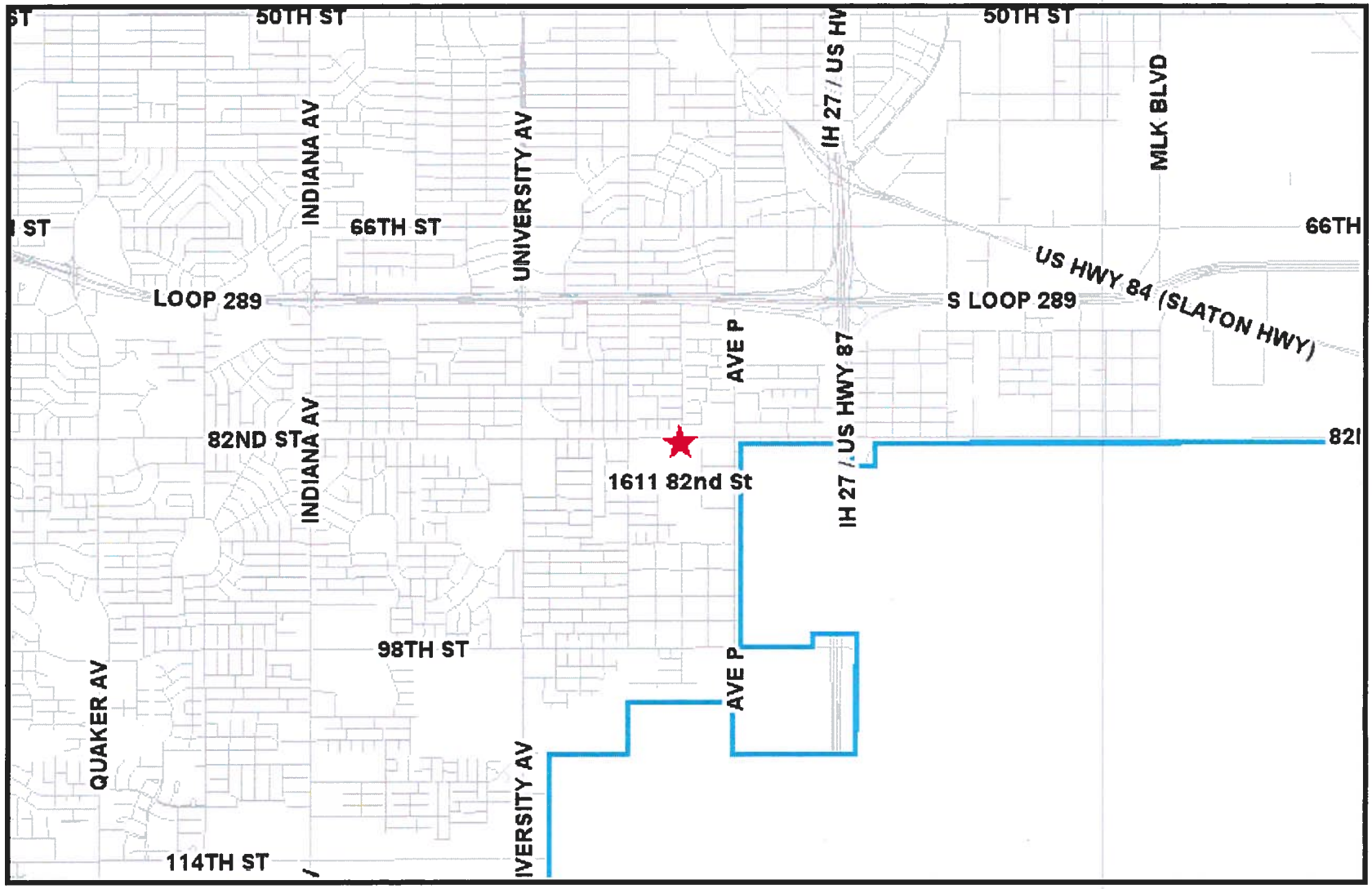
BEGINNING at a set 1/2" rod with cap marked RPLS 4460, at the intersection of the South line of the tract described in Lubbock County Clerk file 2006045122 and the extension of the West line of the tract described in Volume 1307, Page 49, LCDR for the Southwest corner of this tract which by calls bears South 212.42 feet and S 89° 57' W, 1490.75 feet from the Northeast corner of Section 9, Block E;

THENCE N 01°45'38" E(Texas North Central Zone Bearing Basis), at 20 feet pass a found rod with yellow cap at the Southwest corner of the tract described in Volume 1307, Page 49, LCDR and the Southeast corner of the tract described in Volume 1307, Page 52, LCDR continuing along the East line of tract described in Volume 1307, Page 52, LCDR, in all 179.25 feet to a found "X" in concrete for the Northeast corner of this tract;

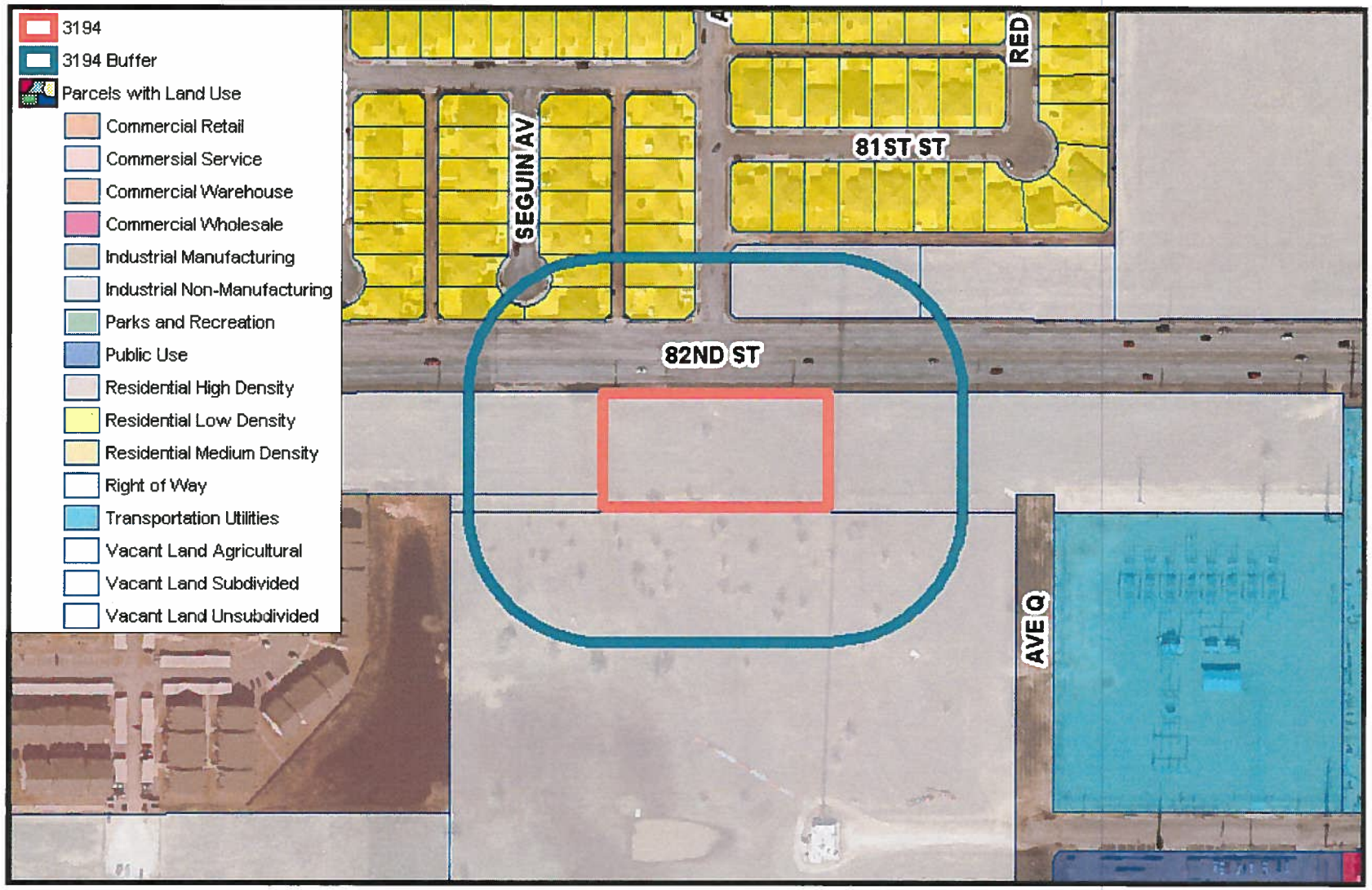
THENCE S 88°16'00" E, along the South line of 82nd Street, 350.00 feet to a set 1/2" rod with cap for the Northeast corner of this tract;

THENCE S 01°45'34" W, 179.59 feet to a set 1/2" rod with cap for the Southeast corner of this tract;

THENCE N 88°12'40" W, along the South line of the tract described in Lubbock County Clerk File # 2006045122, a distance of 350.00 feet to the PLACE of BEGINNING and containing 1.442 Acres including any Right of Way.

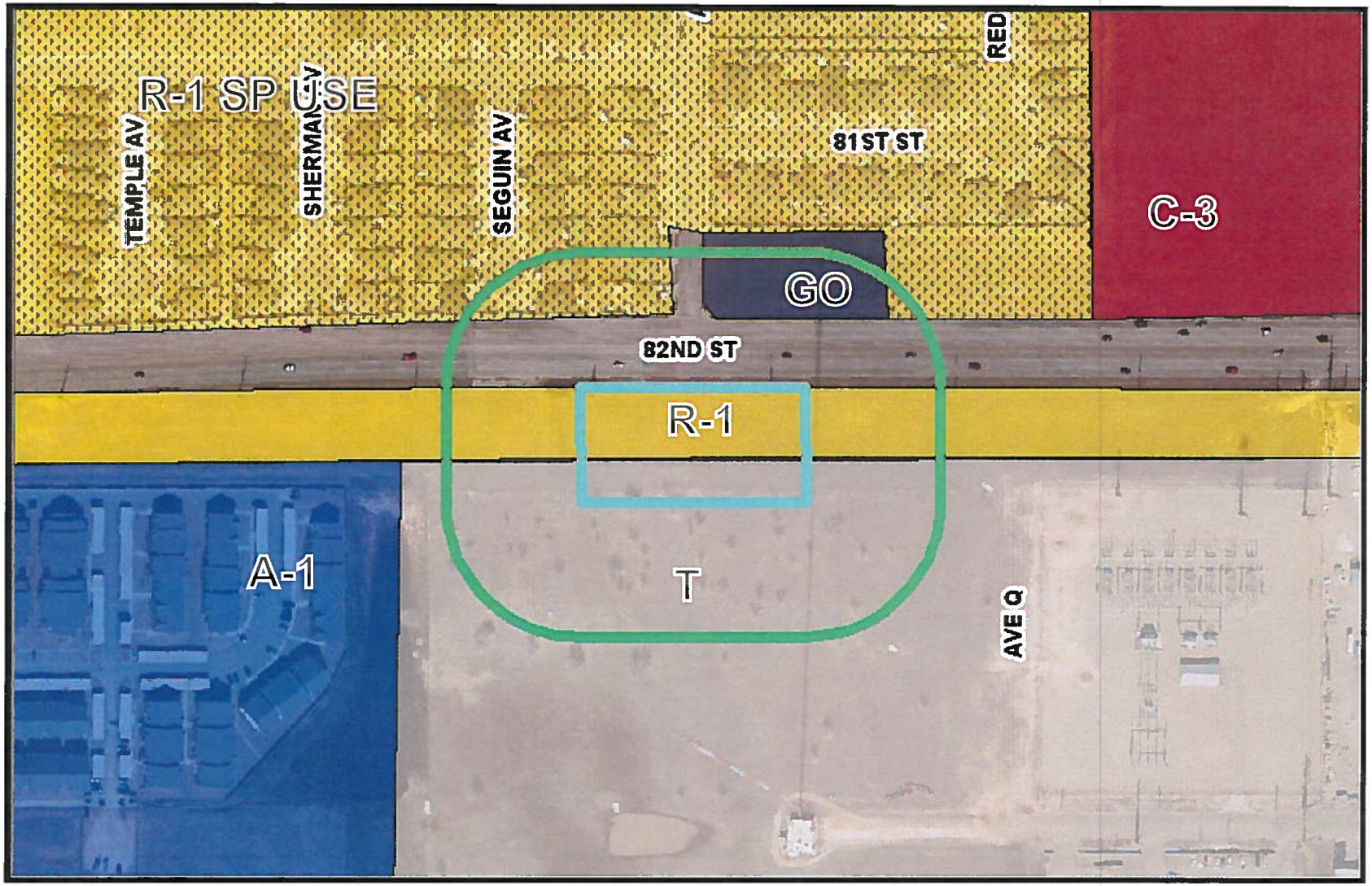


P.Z.C. Case 3194



P.Z.C. Case 3194

Request of West Texas Engineering, LLC (for RBA Investments, LLC) for a zoning change from R-1 to C-2 for a Dollar General store, 1611 82nd Street.



P.Z.C. Case 3194 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) West Texas Engineering, LLC
5605 101st Place
Street/Post Office Box
Lubbock Texas 79424
City State Zip
(806) 336-7270
Telephone

For RBA Investments, LLC
1598 Imperial Center, Suite 2001
Street/Post Office Box
West Plains Missouri 65775
City State Zip
(417) 256-3420
Telephone

Location or Address: 1611 82nd Street, Lubbock, TX 79423

Legal Description:*

Existing Land Use: vacant **Existing Zoning:** R-1

Acreage or Square Footage of Property: 1.442 Acres

Zoning Requested: C-2

Proposed Development: Dollar General Store

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

Victor Rocha
Applicant's Signature

10-9-12
Date

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

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

For City Use Only

M&B map 19

Check 1006
PEC-20763

Zone Case No.: 3114 **Agenda No.:** 24

Request for zoning change from: R1 **To:** C-2

1.442
4.473 acres of unplatted land out of Block E Section 9

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 1611 82nd St

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3194***

In Favor of X

Opposed ___

Reasons and/or Comments:

No objection

RECEIVED
OCT 24 RECD
PLANNING DEPARTMENT

Print Name Joe Stettheimer

Signature:

Address: 15404 Slide Rd

Address of Property Owned: 1802 82nd

10 of 10

Zone Case Number: **3194** 81490
STETTHEIMER JOE & TRACYE
15404 SLIDE RD

LUBBOCK TX 79424

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3194**

In Favor of ____

Opposed ✓

Reasons and/or Comments:
I oppose this case because I do not want this to decrease my Property Value.

RECEIVED
OCT 23 REC'D
PLANNING DEPARTMENT

Print Name Orlando & Rebecca Lucero
Signature: Rebecca Lucero
Address: 8113 Seguin Ave
Address of Property Owned: 8113 Seguin Ave
Lubbock, TX 79423

Zone Case Number: 3194 79138
LUCERO ORLANDO & REBECCA
8113 SEGUIN AVE

LUBBOCK TX 79423-2439

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

4

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3194***

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
OCT 25 PM
PLANNING DEPARTMENT

Print Name Stephanie White

Signature: Chris White

Address: 2728-82 - 79423

Address of Property Owned: West Half of Space Plat East

Zone Case Number: **3194** 1649
WHITE CHRIS
2728 82ND ST

LUBBOCK TX 79423

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

4

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3194**

In Favor of ✓

Opposed ___

RECEIVED
OCT 25 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Clyde R. Owens Estate Trust

Signature: Jillian C. Owens

Address: 4618 5th

Address of Property Owned: _____

Zone Case Number: 3194 1650
OWENS, CLYDE ESTATE
4618 5TH ST

LUBBOCK TX 79416

Regular City Council Meeting **5. 24.**

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - City Attorney: Consider a resolution settlement of Campbell v. City of Lubbock, Civil Action 5:11-CV-00116-C.

Item Summary

None.

Fiscal Impact

$425,000 will be paid to to Plaintiffs.

Staff/Board Recommending

Sam Medina, City Attorney

Attachments

Resolution - Campbell

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 resolve that certain case styled Robert E. Campbell, Maria-Joaquina Womack and Aurora Joy Campbell-Ortega, Plaintiffs v. Clinton Lewis and Jeffrey Steven Simpson, both in their individual and official capacities as Police Officers for the City of Lubbock, Texas and City of Lubbock, Defendants, Civil Action No. 5:11-cv-00116-C in the United States District Court, Northern District of Texas, Lubbock Division, by tendering and paying to the Plaintiffs, Robert E. Campbell, Maria-Joaquina Womack and Aurora Joy Campbell-Ortega, the sum of Four Hundred Twenty-five Thousand and NO/100 Dollars ($425,000.00) in exchange for a complete dismissal of the above styled and numbered lawsuit, with prejudice, and the execution of any related documents.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

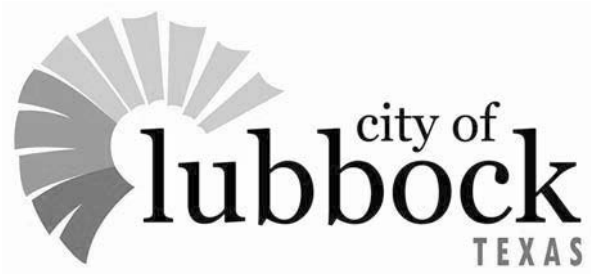
ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT & FORM:

_____
Sam Medina, City Attorney

Q:\CCDOCS\RES.Resolution of Suit - Campbell.doc


city of
lubbock
TEXAS

Regular City Council Meeting **6. 1.**

Meeting Date: 12/06/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading – Finance: Consider Budget Ordinance Amendment 11 amending the Adopted FY 2012-13 Budget respecting the General Fund, Fund 100, by increasing expenditures in the Lubbock Public Library Department for Library Facilities Master Planning Services.

Item Summary

I. Amend the General Fund by increasing total expenditures in Cost Center 5214, Mahon Library, $80,740, from $2,011,034 to $2,091,774, for Library Facilities Master Planning Services. The funding source is General Fund fund balance.

The increase in expenditures will provide for recommendations and development of a master plan for the Lubbock Public Library facilities provided by Dewberry Architects, Inc. The library facilities master plan will provide the direction for enhancing current services offered through the Lubbock Public Library system and project future services that will better meet the needs of the citizens of Lubbock.

Fiscal Impact

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Attachments

Budget Amendment 11

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND, FUND 100, BY INCREASING EXPENDITURES IN THE LUBBOCK PUBLIC LIBRARY DEPARTMENT FOR LIBRARY FACILITIES MASTER PLANNING SERVICES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2012-13 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #11) for municipal purposes, as follows:

I. Amend the General Fund by increasing total expenditures by $80,740, from $2,011,034 to $2,091,774, in Mahon Library, Cost Center 5214, for Library Facilities Master Planning Services. Funding source is General Fund fund balance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
_____
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1213.Amend11.ord
November 29, 2012

Regular City Council Meeting **6. 1. 1.**

Meeting Date: 12/06/2012

Information

Agenda Item

Contract Resolution - Library: Consider a resoultion authorizing the Mayor to execute contract 10836 with Dewberry Architects, Inc. for Library Facilities Master Planning Services, RFP 12-10836-TL.

Item Summary

This library facilities master plan will enable the Lubbock Public Library to respond appropriately and effectively to societal change, technological and telecommunications developments, emerging role expectations, aging facilities, and other transformations, while also maintaining and improving services.

The library facilities master planning process will result in a final document (Plan) that will contain recommendations pertaining to the types and levels of future services to be provided by the Lubbock Public Library. The Plan will be used as a guide by the City of Lubbock Council and the administration for a 10-20-year vision and plan of service. The following firms submitted proposals:

1. Dewberry Architects, Inc of Dallas, TX - 246 points
2. Godfrey's Associates of Dallas, TX - 192 points

The RFP commitee evaluated and ranked the written proposals based on the following criteria:
1. Experience with same or similar projects as evidence in submittals (40%)
2. Qualifications of key personnel as evidenced in submittals (30%)
3. Demonstrated knowledge and understanding of the project (20%)
4. References as evidenced in submittals (10%)

Based on the committee's recommendation, contract negotiation where conducted with Dewberry Architects, Inc. of Dallas. The final contract amount is not exceed $73,040 for Fee workplan and $7,700 for travel expenses.

Fiscal Impact

A budget amendment to increase the Mahon Library budget by $80,740 is included on this agenda for 1st Reading. If the budget amendment is approved, $80,740 will be available in the Mahon Library Operating Budget for this purpose.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Contract - Library

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. 10836 for library facilities master planning services, by and between the City of Lubbock and Dewberry Architects, Inc. of Dallas, 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:ccdocs/RES.Contract-Dewberry Architects, Inc.
November 20, 2012

CITY OF LUBBOCK, TX

Library Facilities Master Planning Services

This Service Agreement (this "Agreement") is entered into as of the **17th** day of **December 2012**, ("Effective Date") by and between **Dewberry Architects, Inc** (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 12-10836-TL for Library Facilities Master Planning Services

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Library Facilities Master Planning Services , upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Workplan/Fee Proposal
4. Exhibit C – Insurance

Scope of Work

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

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the

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

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

2.11 Indemnification.It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

2.12 The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

2.13 The contract shall be for a term of two (2) years, said date of term beginning upon formal approval. The contract may be renewed for an additional two (2) year term under the same terms and conditions upon written agreement from both parties.

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

CITY OF LUBBOCK, TX:

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

CONTRACTOR:

DENELLE C WRIGHTSON
Contractor's Signature

DENELLE C. WRIGHTSON
Dewberry Architects, Inc

PRINCIPAL
Title

EXHIBIT A

GENERAL REQUIREMENTS

SCOPE OF WORK

This facilities master plan should enable the Lubbock Public Library to respond appropriately and effectively to societal change, technological and telecommunications developments, emerging role expectations, aging facilities, and other transformations, while also maintaining and improving services. This facilities master plan should provide industry standards and related professionally-developed benchmarks for public library service levels and facilities (e.g. number of square feet, items, computers, seating per capita, etc.) and make recommendations for achieving those standards.

The Library expects the completed facilities master plan to emerge from a process which applies creative and appropriate architectural principles and interdisciplinary planning methodologies. It must incorporate up-to-date demographics and other relevant data for the Library's geographic region and reflect trends in the state and/or nation.

This planning process will result in a final document (Plan) that will contain recommendations pertaining to the types and levels of future services to be provided by the Lubbock Public Library. The Plan will be used as a guide by the City of Lubbock Council and the administration. The consultant will work with the library staff and library board to perform various tasks, including, but not limited to the components listed:

A. Analyze existing conditions

The library system as a whole should be analyzed taking into consideration current usage patterns, geographic areas, population centers which include neighborhood projections and analysis, the analysis of existing library facilities and barriers to access and any other relevant information that would help determine whether new facilities will be needed.

B. Prepare needs assessment – Both 10 years and 20 years

Conduct a detailed needs assessment for the Lubbock Public Library system which includes, but is not limited to, its services, collections, technical functions, usage patterns, and facilities. Assist the library in developing a 10 and 20-year vision and system-wide plan of services and utilize these in the facilities master plan.

C. Study suitability of adapting current facilities

Conduct a physical evaluation of the Library's buildings and leased space. Lubbock Public Library current space and projected space needs should be compared to comparable libraries and "industry standards" for space. Recommendations should be developed in relation to trends in the state and/or nation.

Each existing facility should be examined to determine whether or not it could or should be expanded and/or renovated, how much square footage could/should be added and the cost of improvements.

Provide industry standards and related professionally-developed benchmarks for public library service levels and facilities. Provide comparison information that depicts Lubbock Public Library's position related to benchmark service levels.

D. Identify potential sites (and site criteria) for new facilities

An identification of potential sites should be made.

Consideration should be given to feasibility of expanding or renovating at the existing sites or relocating to another location, population served, staff and public space needs, parking, pedestrian and vehicular traffic patterns, adjacency to complementary services, present and future technology needs, etc.

Describe potential future individual facilities projects for the service areas which fulfill the 10-20-year vision and plan of service; this includes, but is not necessarily limited to, conceptualizations; services, staffing, and functional descriptions; priority ranking; cost estimates; and financing strategies.

Incorporate up-to-date demographic information and other related data (e.g. transportation patterns, general plans, long range strategic plan, school development, population and diversity trends).

E. Prepare marketing materials and guidelines

Prepare presentation guidelines to assist library staff in communicating with stakeholders about the draft plan. The completed master facilities plan document should include charts and/or drawings that would graphically illustrate the new buildings and any renovations and may consist of space standards, conceptual site and floor plans, vignette sketches, color perspectives and comparative graphs and charts or other illustrative material.

Provide copies of the Library Facilities Master Plan in print and copy-ready PDF format, including charts and/or drawings which would graphically illustrate the key elements of the plan.

F. Prepare project timelines

Present the completed Facilities Master Plan to the Library Board for approval.

Proposed Timelines: A suggested timeline of potential/proposed building projects including expansion/renovations to existing facilities should be listed in priority order. The most critical projects should be identified in conjunction with available funding. A realistic year-by-year action plan should be developed for all projects given varying levels of available funding.

CONTRACT TERMS AND CONDITIONS

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

a) Indemnification

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

b) Release

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

c) 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.

d) Contract Term

The contract shall be for a term of two (2) years, said date of term beginning upon formal approval. The contract may be renewed for an additional two (2) year term under the same terms and conditions upon written agreement from both parties.

EXHIBIT B - WORKPLAN/FEE PROPOSAL

City of Lubbock Library Master Plan
Dewberry Fee workplan

29-Nov-11

Library Master Plan	Dewberry Architects Inc.		F Mason	M Crites		Cost Estimatin
Personnel	Denelle	Jennifer	Florence	Mary	Fanning	Dewberry
Hourly Rate	$200	$80	$140	$110	$125	$200
Study planning studies/existing conditions/January						
Kick-off meeting / Visit bldgs/Visioning	12	12	8	4		
Sub Total Hours	12	12	8	4	0	0
Data Collection/ February						
Review Library use statistics	2	2	12			
Review current and anticipated service area demographics	1		12	5		
Create service area map		6				
Peer Review - state and national	4	8				
Research Documentation		12				
Sub Total Hours	7	28	24	5	0	0
Facilities Assessment/February						
Documenting existing conditions				45	20	
Facility analysis of use				18	6	
Facility assessment	2	8		12	6	
Sub Total Hours	2	8	0	75	32	0
Community Input/March						
Focus Groups - 7-8	12	12	12			
Committee meeting	4	4	4	4		
Documentation		8	8			
Sub Total Hours	16	24	24	4	0	0
Master Plan Recommendations/April						
Develop master plan recommendations	16		8			
Development of Library space needs program	16					
Renovation/expansion/new/multiple	4	4				
Library space use diagrams	4	16				
Facility site recommendations	4	8				
Committee Meeting	8	8		4		
Cost Estimates for each recommendation	2					8
Develop Timeline	4	8				
Recommend priorities	4		4			
Prepare recommended phasing plan/Timeline	4	12				
Prepare written documentation of plan	2	40				
Sub Total Hours	68	96	12	4	0	8
Site Selection/May						
Develop Site Criteria	8	4				
Identify Potential Sites		4		8		
Documentation		8				
Sub Total Hours	8	16	0	8	0	0
Marketing Materials/June						
Illustrations / Charts	2	12				
Conceptual Plans	2	32				
Sub Total Hours	4	44	0	0	0	0
Presentation/June						
Prepare presentation	2	12	4			
Committee meeting	8	8	8			
Sub Total Hours	10	20	12	0	0	0
Grand Total Hours	**127**	**248**	**80**	**100**	**32**	**8**
	$25,400	**$19,840**	**$11,200**	**$11,000**	**$4,000**	**$1,600**
Fees		**$73,040**				
Expenses - estimated not to exceed		**$7,700**				
DAI travel	$4,800					
4 trips for 2 - flight, hotel, car, meals						
F Mason travel	$2,400					
3 trips - flight, hotel, meals						
Printing/Binding/etc.	$500					
All reports will be submitted electronically						

Additional Assumptions

1. There are accurate drawings of the existing library buildings
2. Hours and tasks are based on the Exhibit A - Scope of Work

EXHIBIT C

INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

TYPE	AMOUNT
1. **Worker's Compensation**	Statutory
2. **Commercial General Liability** insurance including coverage for the following:	
a. General Aggregate b. Products-Comp/Op AGG c. Personal & Adv Injury d. Contractual Liability	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.
3. **Automotive Liability**	Combined single limit for $500,000 per occurrence

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's, and include products of completed operations. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

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

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

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

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

Regular City Council Meeting **6. 2.**

Meeting Date: 12/06/2012

Information

Agenda Item

Resolution - City Council: Consider a resolution directing the City of Lubbock Board of Health to study the availability, sale, recreational use, hazards, and possible criminalization of synthetic psychoactive designer drugs, including synthetic marijuana and bath salts, in the City of Lubbock, and report back findings and recommendations to the City Council.

Item Summary

None.

Fiscal Impact

None.

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Attachments

Resolution - Councilman Hernandez

RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, DIRECTING THE CITY OF LUBBOCK BOARD OF HEALTH TO STUDY THE AVAILABILITY, SALE, RECREATIONAL USE, HAZARDS, AND POSSIBLE CRIMINALIZATION OF SYNTHETIC PSYCHOACTIVE DESIGNER DRUGS, INCLUDING SYNTHETIC MARIJUANA AND BATH SALTS, IN THE CITY OF LUBBOCK, AND REPORT BACK FINDINGS AND RECOMMENDATIONS TO THE CITY COUNCIL.

WHEREAS, the City Council of the City of Lubbock recognizes the potential public health and safety risks associated with the availability and use of synthetic drugs, and desires that the City of Lubbock Board of Health promptly study the matter, including but not limited to the availability, sale, usage, hazards, and possible criminalization of the sale and possession thereof in the City of Lubbock; and

WHEREAS, the City Council of the City of Lubbock further desires that the City of Lubbock Board of Health thereafter report its findings and recommendations to the City Council; NOW, THEREFORE:

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

THAT the City Council of the City of Lubbock directs that the City of Lubbock Board of Health promptly study the several issues in connection with synthetic psychoactive designer drugs in the City of Lubbock, including synthetic marijuana and bath salts, with particular attention given to the availability, sale, recreational use, hazards, and possible criminalization thereof, and report back to the City Council its related findings and recommendations.

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Victor Hernandez, City Councilman, District 1
RES.Study on Synthetic Marijuna.doc 11.30.12

Regular City Council Meeting **6. 3.**

Meeting Date: 12/06/2012

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, four appointments to the Electric Utility Board, three appointments to the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, two appointments to the Lubbock Economic Development Alliance, Inc. Board of Directors, one appointment to the Lubbock Emergency Communications District Board of Managers, two appointments to the Market Lubbock, Inc. Board of Directors, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and one appointment to the West Texas Municipal Power Agency.

Item Summary

None.

Fiscal Impact

None.

Staff/Board Recommending

Becky Garza, City Secretary

Attachments

RS - Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, DECEMBER 6, 2012 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC. BOARD OF DIRECTORS	EIGHMY, TAYLOR	10.01.12	N/A		REPLACE	N/A
			MAY, VAN	10.01.12	N/A		REPLACE	N/A
	2	MARKET LUBBOCK, INC. BOARD OF DIRECTORS	EIGHMY, TAYLOR	10.01.14	N/A		REPLACE	N/A
			MAY, VAN	10.01.12	N/A		REPLACE	N/A

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

City of Lubbock
Board and Commision Recruiting Database

Updated: 11/28/2012

Sorted: No Preference

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

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

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (7)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	86.0% (6)
Female	51.5%	53.0%	26.8%	14.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	29.0% (2)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	29.0% (2)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	29.0% (2)
District 6	17.2%	19.9%	16.6%	14.0% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Promotes social welfare of the City through retaining and expanding jobs and businesses, attracting new industry and businesses, promoting long-term employment opportunities, and promoting and developing industrial and manufacturing enterprises, and promoting the common good and general welfare of the people of the City.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Attend**	**Eligible**	**Action**
Eighmy, Taylor (M,A,3)	N/A	N/A	Replace
May, Van (M,A,1)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Taylor Eighmy and Van May:

Timothy Collins (M,A,6) Collins Tile LLP.
Sonny Garza (M,H,5) City Bank
Lance Nail (M,A,5) Rawls College of Business

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/29/2012

Sorted: By Preference

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

Lubbock Economic Development Alliance, Inc

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
0605		Boyd	Rick	M	A	S	40-49	Banker	First United Bank	4
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1210		Collins	Timothy	M	A		50-59	Contractor	Collins Tile LLP.	6
1202		Conn	Jef	M	A		18-29	Commercial Realtor	Coldwell Banker	4
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
1209		Garza	Sonny	M	H		50-59	Commercial Lender	City Bank	5
1209		Gilbreath	James	M	A		60+	Self Employed	Gilbreath Property Co.	6
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0912		Lynn	Samuel	M	A		40-49	Human Resources Manag	Caprock Home Health S	5
1210		Nail	Lance	M	A		40-49	Academic Dean	Rawls College of Busine	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Second Preference:										
1005		Davidson	Lea	F	A		50-59	Coordinator Special Events	Texas Tech University	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Group	3
Third Preference:										
0610		Borhani	Marcus	M	O		50-59	Electrical Engineer	X-Fab Texas, Inc	6
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Cooper	5
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
0904		Stanek	Sunshine	F	A		30-39	Prosecutor	District Attorney's Office	5
1011		Watts	Ian	M	A		18-29	Co-Owner/Program Directo	The Door	4
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Fourth Preference:										
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
0803		Langford	Curtis	M	A		40-49	Regional Vice President	Balfour College Division	6
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
Fifth Preference:										
1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
Sixth Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3

Committee #104 Lubbock Economic Development Alliance, Inc

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

	Confidential?	***Home***	***Business***		*Reappt Elig.*
Eighmy		*3111 21st Street*	*Texas Tech University*	*Curr:* 10/1/2009 - 10/1/2012	***Y***
Mr. Taylor		*Lubbock TX 79410*	*MS 1075*	*2nd:* -	
			Lubbock TX 79409	*1st:* -	
			(806) 742-3905	*Fax:* *(806) 742-3947*	
		CELL			
E-mail ***taylor.eighmy@ttu.edu***					
Eubank	Y	*4615 102nd Street*	*PlainsCapital Bank*	*Curr:* 10/28/2010 - 10/1/2013	***Y***
Mr. Les		*Lubbock TX 79424*	*5010 University Avenue*	*2nd:* -	
			Lubbock TX 79423	*1st:* -	
	Y	*(806) 794-4918*	*(806) 791-7253*	*Fax:*	
		CELL			
E-mail ***leubank@plainscapital.com***					
Gilbreath **Jr.**		*4603 5th Street*	*Gilbreath Property Co.*	*Curr:* 10/1/2012 - 10/1/2015	***Y***
Mr. James		*Lubbock TX 79416*	*624 27th Street*	*2nd:* -	
		jogjr@sbcglobal.net	*Lubbock TX 79416*	*1st:* -	
		(806) 787-6051	*(806) 749-2511*	*Fax:*	
		CELL			
E-mail ***jogjr@sbcglobal.net***					
				Curr: 10/1/2012 - 10/1/2015	***Y***
Henry	Y	*3302 43rd Street*	*2579 S. Loop 289, #250*	*2nd:* -	
Ms. Sandy		*Lubbock TX 79413*	*Lubbock TX 79423*	*1st:* 10/1/2009 - 10/1/2012	
	Y	*(806) 799-2042*	*(806) 748-1040*	*Fax:*	
		(806) 438-0105 *CELL*			
E-mail					
			PCCA	*Curr:* 10/1/2009 - 10/1/2012	***N***
May		*3402 Canyon Rd*	*3301 E. 50th St*	*2nd:* 10/1/2006 - 10/1/2009	
Mr. Van		*Lubbock TX 79403*	*Lubbock TX 79403*	*1st:* 11/7/2005 - 10/1/2006	
		(806) 749-2150	*(806) 763-8011*	*Fax:* *(806) 763-7335*	
		CELL			
E-mail ***van.may@pcca.com***					

Chair/Pres:		**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	Van May	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

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

Last Update: 10/29/2012

Committee #104 Lubbock Economic Development Alliance, Inc

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

	Confidential?	*Home*	*Business*		*Reappt Elig.*
			McDougal Properties	*Curr:* 10/28/2010 - 10/1/2013	*Y*
McDougal	Y	*2400 Glenna Goodacre Bl*	*7008 Salem Ave*	*2nd:* 10/1/2007 - 10/1/2010	
Mr. Mike		*Lubbock TX 79401*	*Lubbock TX 79424*	*1st:* 6/9/2006 - 10/1/2007	
	Y	*(806) 798-7774*	*(806) 797-3162*	*Fax:* *(806) 797-5731*	
		CELL			
E-mail		*mikem@mcdougal.com*			
			1600 Broadway	*Curr:* 10/1/2010 - 10/1/2013	*Y*
Sharbutt	Y	*4621 91st Street*	*4412 74th Street B100*	*2nd:* -	
Mr. David		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* 4/1/2009 - 10/1/2010	
	Y			*Fax:*	
	Y	*(806) 783-0133*			
	Y	*(806) 438-7707* *CELL*			
E-mail		*dsharbutt@zona.net*			

Chair/Pres:		**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	Van May	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

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

Last Update: 10/29/2012

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	100.0% (8)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	87.5% (7)
Female	51.5%	53.0%	26.8%	12.5% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	25.0% (2)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	25.0% (2)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	25.0% (2)
District 6	17.2%	19.9%	16.6%	12.5% (1)
Other/Unknown	0.0%	0.0%	3.8%	12.5% (1)

PURPOSE:

Creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within and around the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Eighmy, Taylor (M,A,3)	N/A	N/A	Replace
May, Van (M,A,1)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Taylor Eighmy and Van May:

Tim Collins (M,A,6) Collins Tile LLP.

Lance Nail (M,A,5) Rawls College of Business

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/29/2012

Sorted: By Preference

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

Market Lubbock Economic Development Corporation

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0509		Garcia	Thomas	M	H	C	30-39	Parole Officer	TDCJ - Parole Division	3
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
1206		Wagner	Catherine	F	A		60+	Retired		5
Second Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1210		Collins	Timothy	M	A		50-59	Contractor	Collins Tile LLP.	6
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Third Preference:										
0501		Bounds	Jack	M	A	C	60+	Investments	Jack Bounds Investment	2
1209		Coleman	Kellen	M	AA		30-39	Radio	Gospel Praise Radio	6
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
Fourth Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Fifth Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comme	4
0612		Walz	Donna	F	A		50-59	Retired	Retired	5
Sixth Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5

Committee #68 Market Lubbock Economic Development Corporation — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
Eighmy **Mr. Taylor**		*3111 21st Street* *Lubbock TX 79410*	*Texas Tech University* *MS 1075* *Lubbock TX 79409* *(806) 742-3905*	*Curr:* 10/1/2011 - 10/1/2014 *2nd:* - *1st:* 10/1/2009 - 10/1/2011 *Fax:* *(806) 742-3947*	*Y*
		CELL			
E-mail *taylor.eighmy@ttu.edu*					
Eubank **Mr. Les**	Y	*4615 102nd Street* *Lubbock TX 79424*	*PlainsCapital Bank* *5010 University Avenue* *Lubbock TX 79423*	*Curr:* 10/28/2010 - 10/1/2013 *2nd:* - *1st:* -	*Y*
	Y	*(806) 794-4918*	*(806) 791-7253*	*Fax:*	
		CELL			
E-mail *leubank@plainscapital.com*					
Gilbreath **Jr.** **Mr. James**		*4603 5th Street* *Lubbock TX 79416* *jogjr@sbcglobal.net*	*Gilbreath Property Co.* *624 27th Street* *Lubbock TX 79416*	*Curr:* 10/1/2012 - 10/1/2015 *2nd:* - *1st:* -	*Y*
		(806) 787-6051	*(806) 749-2511*	*Fax:*	
		CELL			
E-mail *jogjr@sbclgobal.net*					
Henry **Mrs. Sandy**	Y	*3302 43rd Street* *Lubbock TX 79413*		*Curr:* 10/1/2011 - 10/1/2014 *2nd:* - *1st:* 10/1/2009 - 10/1/2011	*Y*
	Y	*(806) 799-2042*		*Fax:*	
		CELL			
E-mail					
May **Mr. Van**		*3402 Canyon Rd* *Lubbock TX 79403*	*PCCA* *3301 E. 50th St* *Lubbock TX 79403*	*Curr:* 10/1/2008 - 10/1/2010 *2nd:* 10/1/2006 - 10/1/2008 *1st:* 11/7/2005 - 10/1/2006	*Y*
		(806) 749-2150	*(806) 763-8011*	*Fax:* *(806) 763-7335*	
		CELL			
E-mail *van.may@pcca.com*					

Chair/Pres:
Vice Chair/V.P.: Van May
Sec./Treasurer:

Staff Liaison: Quincy White
Term: 3 Years
Ex-Officio Mbr.:

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

2010-R0196, Directors serve a term of 3 Years; Mike McDougal's 1st term 06.2006-10.2007, Rob Meyer's 1st term 01.2007-10.01.2007

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

Last Update: 10/29/2012

Committee #68 Market Lubbock Economic Development Corporation — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
			McDougal Properties	*Curr:* 10/1/2011 - 10/1/2014	*Y*
McDougal	Y	*2400 Glenna Goodacre Bl*	*7008 Salem Ave*	*2nd:* 10/1/2009 - 10/1/2011	
Mr. Mike		*Lubbock TX 79401*	*Lubbock TX 79424*	*1st:* 10/1/2007 - 10/1/2009	
	Y	*(806) 798-7774*	*(806) 797-3162*	*Fax:* *(806) 797-5731*	
		CELL			
E-mail *mikem@mcdougal.com*					
			Arbor Inn	*Curr:* 10/1/2011 - 10/1/2014	*Y*
Meyer		*8603 CR 6920*		*2nd:* 10/1/2009 - 10/1/2011	
Mr. Rob		*Lubbock TX 79407*	*Lubbock TX*	*1st:* 10/1/2007 - 10/1/2009	
		(806) 928-5258	*(806) 722-2726*	*Fax:*	
		(806) 928-5258 CELL			
E-mail *rob@arborinnandsuites.com*					
			1600 Broadway	*Curr:* 10/1/2010 - 10/1/2013	*Y*
Sharbutt	Y	*4621 91st Street*	*4412 74th Street B100*	*2nd:* -	
Mr. David		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* 4/1/2009 - 10/1/2010	
	Y			*Fax:*	
	Y	*(806) 783-0133*			
	Y	*(806) 438-7707 CELL*			
E-mail *dsharbutt@zona.net*					

Chair/Pres:		**Staff Liaison:**	Quincy White
Vice Chair/V.P.:	Van May	**Term:**	3 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

2010-R0196, Directors serve a term of 3 Years; Mike McDougal's 1st term 06.2006-10.2007, Rob Meyer's 1st term 01.2007-10.01.2007

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

Last Update: 10/29/2012

Regular City Council Meeting **7. 1.**

Meeting Date: 12/06/2012

Information

Agenda Item

Presentation by Dr. Robert Forbis regarding Hydraulic Fracturing.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 2.**

Meeting Date: 12/06/2012

Information

Agenda Item

Presentation by Tony Privett regarding the City of Lubbock's 2013 Legislative Agenda.

Item Summary

None.

Fiscal Impact

None.

Staff/Board Recommending

Nancy Haney

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.