City of Lubbock, Texas
Regular City Council Meeting
Thursday, January 31, 2013

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

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

http://www.mylubbock.us

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

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

1:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1. - 1.6.

6:15 p.m. -- City Council reconvenes in open session to consider items 2. - 7.4.

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. Consider regulatory options available to the City of Lubbock in connection with oil and gas production and hydraulic fracturing within the City limits.

1. 1. 2. Mineral interests in connection with the NE/4 of Section 5, Block A, T.T. RR Co. Survey, Lubbock County, Texas.

1. 1. 3. Tax Abatement, Sun-Star Electric, Inc.

1. 1. 4. Tax Abatement, Ozark Automotive Distributors, Inc.

1. 1. 5. City Council's authority concerning City of Lubbock appointees and employees.

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

1. 2. 1. Mineral interests in connection with the NE/4 of Section 5, Block A, T.T. RR Co. Survey, Lubbock County, Texas.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Council's authority concerning City of Lubbock appointees and employees.

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

1. 4. 1. to discuss and deliberate 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.

1. 4. 2. to discuss and deliberate agreements, proposals and strategies related to plans, studies, proposals and analysis for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

1. 4. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.

1. 4. 4. to discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power market analyses and strategies.

1. 5. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.087 to discuss or deliberate regarding commercial or financial information from a business prospect that the City of Lubbock seeks to have locate, stay, or expand in or near the City of Lubbock, and with which the City of Lubbock is conducting economic development negotiations, including the offer of financial or other incentives to said business prospect(s).

1. 5. 1. Concerning the bylaws of Lubbock Economic Development Alliance and the bylaws of Market Lubbock Development Corporation and the proposed amendments thereto.

1. 6. 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 Central Business Tax Increment Financing (TIF) Reinvestment Board of Directors, Electric Utility Board, Health & Educational Facilities Development Corporation Board of Directors, Urban Design & Historic Preservation Commission, and Zoning Board of Adjustment.

2. **Proclamations and Presentations**

2. 1. Invocation by Father Martin Piña, St. Joseph's Church

2. 2. Pledges of Allegiance

2. 3. Presentation of a special recognition to John Michael Getz for being chosen to participate in the United States Senate Program in Washington, D.C. in March, 2013.

2. 4. Presentation of Honorary Citizenship to Korean educators visiting Lubbock.

2. 5. Presentation of a special recognition honoring LULAC week in Lubbock.

2. 6. Presentation of a special recognition commemorating Willie McCool and his contributions to the space program.

2. 7. **Lubbock Economic Development Alliance Board of Directors:**
Timothy Collins

Market Lubbock, Inc. Board of Directors:
Timothy Collins

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. Gina Johnson will appear before the City Council to discuss synthetic marijunana.

3. 2. Neil Sinclair will appear before the City Council to discuss synthetic marijuana.

3. 3. Mikel Ward will appear before the City Council to discuss Imagine Lubbock and related taxes.

3. 4. Deanne Clark will appear before the City Counil to discuss Smart Meters and the expenses thereof.

3. 5. Burley Owen will appear before the City Council to discuss Smart Meters.

4. **Minutes**

4. 1. November 6, 2012 Special City Council Meeting (Audit & Investment)
December 6, 2012 Regular City Council Meeting
December 17, 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. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Amendment 14, respecting the Grant Fund, to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the FY 12 Section 5310 Grant and transfer matching funds from the Transit Fund to the Grant Fund; accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; accept and appropriate funding from TDHCA for the Community Services Block Grant (CSBG); accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Public Health Preparedness (PHP) Discretionary Program Grant; and, respecting the Capital Program, to amend Capital Improvement Project (CIP) 92221, Northwest Water Reclamation Plant; amend CIP 91039, Sewer Lines Ahead of Street Paving; and accept and appropriate funding from the National Recreation and Parks Society and Darden Restaurants for the Great American Trails Program and amend CIP 92288, Hoel Park Walking Track.

5. 2. **Contract Resolution – Finance**: Consider a resolution authorizing the Mayor to execute Contract 10979 between the City of Lubbock and MuniServices, LLC to provide revenue enhancement services, RFP 12-10979-MA.

5. 3. **Resolution - Finance**: Consider a resolution approving the revised City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.

5. 4. **Resolution - Finance:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Central Business District (CBD) Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011, through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the CBD Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

5. 5. **Resolution - Finance:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011, through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

5. 6. **Resolution - Finance:** Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Lubbock Business Park (LBP) Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011, through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the LBP Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

5. 7. **Contract Resolution – Public Works Water:** Consider a resolution authorizing the Mayor to execute purchase order Contract 11129 with Master Meter, Inc. and Contract 11161 with K.W. Sharp, Inc. for water meters, ITB 13-11129-DG.

5. 8. **Contract Resolution - Public Works Waste Water**: Consider a resolution authorizing the Mayor to execute purchase order Contract 23101889 with Abilene New Holland for the purchase of a chisel plow and a coil packer, BID 13-11104-RH.

5. 9. **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute a professional services contract with JQ Infrastructure, LLC, for engineering services associated with the study of Pump Station No. 10 infiltration, RFQ 12-10524-MA.

5. 10. **Contract Resolution – Public Works Engineering**: Consider a resolution authorizing the Mayor to execute Change Order 3 to Contract 9835 with Archer Western Construction, LLC, for the construction of the Southeast Water Reclamation Plant Digester 8 and 9 Improvements Project.

5. 11. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 3 to Contract 9433 with Carollo Engineers, Inc., for extending construction phase services for the Southeast Water Reclamation Plant Digester 8 and 9 Improvements Project.

5. 12. **Contract Amendment Resolution - Public Works Wastewater**: Consider a resolution authorizing the Mayor to execute Amendment 4 to Contract 8773 with Terracon Consultants, Inc., for professional engineering and geosciences services for groundwater monitoring and remediation at the Land Application Sites.

5. 13. **Resolution - Oil and Gas Lease:** Consider a resolution authorizing the Mayor to execute the Ratification of Pooled Unit – Lubheirs Coop #20 Unit, ratifying an agreement entitled First Amendment of Pooled Unit – Lubheirs Coop #20 Unit, as a mineral owner under that certain Oil and Gas Lease, dated December 13, 1984, by and between the City of Lubbock, Lessor, and Texland Petroleum, Inc., Lessee, covering lands in Section 5 and 6, Block A, Lubbock County, Texas.

5. 14. **Resolution - Police**: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) with Lubbock Independent School District regarding law enforcement services.

5. 15. **Contract Resolution - Fleet**: Consider a resolution authorizing the Mayor to execute purchase order Contract 31013427 with Gene Messer Chevrolet for sport utility vehicles, BID 13-11119-RH.

5. 16. **Contract Resolution - Fleet Services**: Consider a resolution authorizing the Mayor to execute purchase order contract 31013574 with Gene Messer Chevrolet for sedans and pickups, BID 13-11112-RH.

5. 17. **Resolution - Community Development**: Consider a resolution authorizing the Community Development Director or his/her designee to review and approve reports on the Texas Department of Housing and Community Affairs (TDHCA) electronic contract and reporting system. The resolution will allow Community Development staff to manually sign off on the electronic system once City Council has approved contracts and amendments.

5. 18. **Contract Resolution - Citibus:** Consider a resolution authorizing the Mayor to execute Contract 10983 with SRF Consulting Group for a Citibus Fixed Route Study, RFP 13-10983-TL.

5. 19. **Ordinance 1st Reading - Animal Services**: Consider an Ordinance amending Chapter 4 of the Code of Ordinances of the City of Lubbock, Texas, with regard to repealing outdated and unnecessary provisions, amending provisions to encompass current practices, and conforming the ordinance to the standards and conventions of the rest of the Code of Ordinances; providing a penalty clause; providing a savings clause, and providing for publication.

5. 20. **Ordinance 2nd Reading - Planning**: Zone Case 2909-C. Ordinance 2013-O0001. Consider the request of CMS Properties, on behalf of S&S Commercial Properties, Ltd., for a zoning change from IHC to A-2 for apartments on 12.195 acres of unplatted land out of Block AK, Section 36, west of Justice Avenue and north of 66th Street.

5. 21. **Ordinance 2nd Reading - Planning**: Zone Case 3195. Ordinance 2013-O0002. Consider the request of Barbara Beck for a zoning change from T to C-3 for an office/retail center on 8.42 acres of unplatted land out of Block AK, Section 9, 5815 and 5911 130th Street.

5. 22. **Ordinance 2nd Reading - Planning**: Zone Case 3197. Ordinance 2013-O0003. Consider the request of Shannon Vyff for a zoning change from R-1 to R-1 Design Historical for the east 40 feet of Lot 17 and Lot 18, Block 46, Overton Addition (2014 17th Street).

5. 23. **Ordinance 2nd Reading - Planning:** Zone Case 2895-I. Ordinance 2013-O0004. Consider the request of Betenbough Homes for a zoning change from R-1 Specific Use to GO on 1.7429 acres of unplatted land out of Block AK, Section 28 (east of Milwaukee Avenue at 88th Street).

5. 24. **Ordinance 2nd Reading - Planning:** Zone Case 2904-F. Ordinance 2013-O0006. Consider the request of the City of Lubbock for a zoning change from M-2, C-4, and C-4 Specific Use to IHC on Lots 1 – 15, and the east part of Lots 16 – 21, Block 31, Easley Addition; Lots 1 – 15 and Lots 26 - 30, Low & McNabb Addition; Lots 1 – 9, Block 2, Lots 1 – 4, Block 7 and Lot 8, Block 10, Richmond Second Addition and adjacent Railroad Right-of-Way; Tract B, R.C. Taylor Addition and adjacent Railroad Right-of-Way; Lots 12 – 21, Block 7, William Tubbs Addition (east of North Avenue Q Drive, north of 3rd Street, west of Avenue M, and south of 2nd Street).

5. 25. **Ordinance 2nd Reading - Planning:** Zone Case 3196. Ordinance 2013-O0005. Consider a request from Lubbock County Hospital District for a zoning change from R-2 to IHC for a medical clinic on the east 127.5 feet of Lots 11 through 13, Block 2, Smith Collier Addition (4101 and 4105 Interstate 27 and 546 42nd Street).

5. 26. **Contract Resolution - Facilities Management**: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to a Professional Services Contract with Wiginton Hooker Jeffry Architects (WHJA) of Plano, Texas for the design of new Fire Station 19, 5826 98th Street, Lubbock, Texas, RFQ 12-10513-MA.

5. 27. **Contract Resolution- Radio Shop**: Consider a resolution authorizing the Mayor to execute contract 11004 with Dailey & Wells Communications, Inc., for a two-way radio system upgrade.

5. 28. **Contract Resolution - Information Technology**: Consider a resolution authorizing the Mayor to execute purchase order Contract 10007518 with Dell Marketing LP, for rugged laptops and mounting hardware for the Lubbock Police Department.

5. 29. **Contract Resolution - Aviation**: Consider a resolution authorizing the Mayor to execute contract 11160, a Ramp Area Use Agreement, between the City of Lubbock and United Parcel Service, Co.

5. 30. **Contract Resolution - Aviation**: Consider a resolution authorizing the Mayor to execute a supplement to Amendment 5 to Contract 9002 with Parkhill, Smith & Cooper, Inc., (PSC) for construction phase services for Phase III of the Runway 8/26 and Taxiway Improvements Project at the Lubbock Preston Smith International Airport (LPSIA).

5. 31. **Contract Resolution - Aviation**: Consider a resolution authorizing the Mayor to execute change order 3 to Contract 10031 with J.D. Abrams, L.P. for the construction for Phase III of the Runway 8/26 and Taxiway Improvements Project at the Lubbock Preston Smith International Airport (LPSIA).

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Planning**: - Consider a request for Zone Case 3198, a request of Brumley Properties (for Hwy 179, Ltd.) for a zoning change from R-1 to C-4 for retail sales of commercial tires on 1.455 acres of unplatted land out of Block D6, Section 2 (8602 19th Street) and consider an ordinance.

6. 2. **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 3199, a request of Hugo Reed and Associates, Inc. (for Steve Pitts) for a zoning change from T to C-3 on 18.4 acres of unplatted land out of Block E-2, Section 22 (southeast corner of 114th Street and Quaker Avenue) and consider an ordinance.

6. 3. **Public Hearing 6:30 p.m. - Planning:** Consider a request for Zone Case 2508-G, a request of AMD Engineering, LLC (for Norton Baker) for a zoning change from A-1, C-3, and R-2 to A-1, C-2, and C-3 for apartment and commercial tracts on 23.93 acres of unplatted land out of Block E-2, Section 19 (northeast corner of 114th Street and Indiana Avenue) and consider an ordinance.

6. 4. **Public Hearing 6:30 p.m. - Planning:** Consider a request for Zone Case 2508-H, a request of AMD Engineering, LLC (for Norton Baker and Lubbock Land Company, LLC) for a zoning change from R-1, R-1 Specific Use, R-2 and A-1 to IHI with conditions for office warehouse and storage unit facilities on 25.33 acres of unplatted land out of Block E-2, Section 19 (114th Street between Indiana Avenue and University Avenue). Conduct a public hearing and consider an ordinance.

6. 5. **Public Hearing 6:30 p.m. - Planning**: Consider a request for Zone Case 2278-B, a request of M.L. Smith, RA (for W.W. Butler, Junior Senior Inc.) for a zoning change from C-2 to C-2 Specific Use for a vet clinic on a portion of Lot 1, Butler 98th and Slide Addition (5214 98th Street) and consider an ordinance.

6. 6. **Ordinance 1st Reading - Environmental Health**: Consider an ordinance amending Chapter 8 of the Code of Ordinances of the City of Lubbock, Texas, with regard to tattoo and body piercing establishments within the city limits of Lubbock; providing a penalty; providing a savings clause; and providing for publication.

6. 7. **Ordinance 1st Reading - City Council:** Consider an Ordinance amending Chapter 14 of the Code of Odinances of the City of Lubbock, Texas, with regard to adding section 14.01.009 relating to illicit synthetic drugs, to prohibit the sale, public display for sale, attempted sale, gift, barter, delivery, possession, or use of illicit synthetic drugs and misbranded drugs; providing for exceptions; providing a penalty clause; providing a savings clause; and providing for publication.

6. 8. **Resolution - Economic Development**: Consider a resolution approving the amended and restated bylaws of the Lubbock Economic Development Alliance and Market Lubbock Economic Development Corporation.

6. 9. **Board Appointments - City Secretary**: Consider one appointment to the Central Business TIF Reinvestment Zone Board of Directors, one appointment to the Electric Utility Board, one appointment to the Health & Educational Facilities Development Corporation Board of Directors, three appointments to the Urban Design & Historic Preservation Commission, and three appointments to the Zoning Board of Adjustment.

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 the North Overton Tax Increment Finance Reinvestment Zone to include any budgetary implications.

7. 2. The Electric Utility Board and LP&L staff will present to the City Council current and future electric generation power supply options, strategies and related proposals including recent developments.

7. 3. Presentation by the North & East Lubbock Community Development Corporation regarding its accomplishments, current status, and future needs.

Regular City Council Meeting **1. 6.**

Meeting Date: 01/31/2013

Information

Agenda Item

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 Central Business Tax Increment Financing (TIF) Reinvestment Board of Directors, Electric Utility Board, Health & Educational Facilities Development Corporation Board of Directors, Urban Design & Historic Preservation Commission, and Zoning Board of Adjustment.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

ES Board Appointments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JANUARY 31, 2013 - EXECUTIVE

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	CENTRAL BUSINESS TIF REINVESTMENT BOARD OF DIRECTORS	CARDINAL, TONY	01.01.13	80%		REAPPOINT	Y
*	3	ELECTRIC UTILITY BOARD	DAVIS, MIKE	11.01.13	N/A		RESIGNED/REPLACE	N/A
*	2	HEALTH & EDUCATIONAL FACILITIES DEVELOPMENT CORPORATION	BAIR, MICHELLE	10.13.18	N/A		REPLACE	N/A
*	3	URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	CARLSON, PAUL	02.01.13	67%	HISTORY / POLITICAL SCIENCE	REAPPOINT/REPLACE	Y
			WHITE, JOHN	02.01.13	N/A	ARCHITECT	REPLACE	N/A
			WHITE, SCOTT	02.01.13	67%	MEMBER AT LARGE	REAPPOINT/REPLACE	Y
*	4	ZONING BOARD OF ADJUSTMENT	BURROWS, DUSTIN	02.01.13	83%	ALTERNATE	REAPPOINT	Y
			PATTON, GLENN	02.01.13	100%	MEMBER	REAPPOINT	Y
			TEINERT, ALLEN	02.01.13	83%	MEMBER	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: 1/15/2013

Sorted: No Preference

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

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Cardinal, Tony (M,A,5)	80%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Tony Cardinal

City of Lubbock
Board and Commision Recruiting Database
Updated: 12/28/2012

Sorted: By Preference

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

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*	
		CELL			
E-mail	*tcardinal@cardsports.net*				
Davis	Y	*8914 York Pl*	*Watson-Sysco Foods*	*Curr:* 1/1/2013 - 1/1/2015	*Y*
Mr. Mike		*Lubbock TX 79424*	*714 2nd Place*	*2nd:* 1/27/2011 - 1/1/2013	
			Lubbock TX 79401	*1st:* 1/1/2009 - 1/1/2011	
	Y	*(806) 798-1701*	*(806) 712-1400*	*Fax:*	
		CELL			
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	*CELL*			
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	*CELL*			
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	*CELL*			
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, 01.07-01.09; 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: 12/28/2012

ELECTRIC UTILITY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	89.0% (8)
Hispanic	32.6%	27.6%	8.9%	11.0% (1)
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%	89.0% (9)
Female	51.5%	53.0%	26.8%	11.0% (1)
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%	11.1% (1)
District 4	17.0%	17.0%	21.3%	11.1% (1)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	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
Davis, Mike (M,A,5)	90%	Y	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMEDATIONS:

Positions were not considered by the Board.

ELECTRIC UTILITY BOARD RECOMMENDATIONS:

See attached EUB Resolution

Good things come from Sysco®

Sysco Houston, Inc.
10710 Greens Crossing Blvd.
Houston, TX 77038
T 713.672.8080

sysco.com

January 10, 2013

Board of Directors
c/o Ms. Olivia Pierce
Lubbock Power & Light
1301 Broadway
Lubbock, Texas 79041

Dear Ms Pierce:

It is with regret I write this letter to inform you that I am resigning as Board Chairman of Lubbock Power and Light, effective January 1, 2013. As you know, I have accepted a new position with Sysco in Houston, Texas. Due to the fact that we will now be living in Houston, I won't be able to attend the monthly meetings.

I would like to take this time to thank you for allowing me to serve on the Board of Directors. I sincerely appreciate everyone's support during my tenure on the Board. The opportunities you have provided me have greatly helped me. If I can be of any help during this transition period, please let me know.

Thank you for your support and understanding. I wish you all well.

Sincerely,

Mike A. Davis

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, Section 2.03.415(e) of the above described ordinance states that the Electric Utility Board shall nominate individuals to the City Council for their consideration in appointing members to the Electric Utility Board; and

WHEREAS, due to other business opportunities Mike Davis, Chairman of the Board, submitted his resignation to the Electric Utility Board effective January 1, 2013; 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 Electric Utility Board; NOW THEREFORE:

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

1. THAT, due to the fact that Mike Davis, Chairman of the Board, has submitted his resignation to the Electric Utility Board, the Board recommends to the City Council that the following individuals be appointed to fill this position:

JOE RAPER

GREG JONES

PAUL RUIZ

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 15 day of JANUARY, 2013.

Gail Kring

GAIL KRING, Chairman

ATTEST:

Robert Musselman

ROBERT MUSSELMAN, Board Secretary

APPROVED AS TO FORM:

M L Wade

Matthew L. Wade
General Counsel- LP&L

City of Lubbock
Board and Commision Recruiting Database
Updated: 1/16/2013

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
1211		Grimstead	Tricia	F	A		30-39	Apartment Owner	AG Rentals, LTD.	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

Committee #105 Electric Utility Board-Charter

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

	Confidential	Home	Business		Reappt Elig.
			Abeyta Law Office	*Curr:* 11/1/2012 - 11/1/2014	*Y*
Abeyta	Y	*5704 79th Street*	*820 Buddy Holly Ave. #6*	*2nd:* -	
Mr. Emilio		*Lubbock TX 79424*	*Lubbock TX 79401*	*1st:* 11/4/2010 - 11/1/2012	
	Y	*(806) 794-7162*	*(806) 765-5161*	*Fax:* *(806) 765-9644*	
		CEL			
E-mail	*abeytaattorney@aol.com*				
			Blake Cooper Financial	*Curr:* 12/6/2012 - 11/1/2014	*Y*
Blake		*3315 21st Street*	*1001 Main Street, Ste 802*	*2nd:* -	
Ms. Suzanne		*Lubbock TX 79401*	*Lubbock TX 79401*	*1st:* -	
		(806) 792-7317	*(806) 744-5511*	*Fax:* *(806) 744-5510*	
		(806) 790-0122 CEL			
E-mail	*sblake@blakecooperfinancial.c*				
			Armstrong Mech. Co.	*Curr:* 11/1/2012 - 11/1/2014	*Y*
Carpenter	Y	*4802 6th Street*	*P.O. Box 3430*	*2nd:* -	
Mr. George		*Lubbock TX 79416*	*Lubbock TX 79452*	*1st:* 11/4/2010 - 11/1/2012	
	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) 712-1400*	*Fax:* *(806) 762-2523*	
		(806) 441-3659 CEL			
E-mail	*davis.mike@wtx.sysco.com*				
			Tao Development	*Curr:* 11/1/2012 - 11/1/2014	*Y*
Isom	N	*3003 23rd Street*	*905 Avenue K*	*2nd:* -	
Mr. Clayton		*Lubbock TX 79410*	*Lubbock TX 79401*	*1st:* 5/30/2012 - 11/1/2012	
	Y				
	Y	*(806) 441-1320*	*(806) 722-0660*	*Fax:*	
	Y	*CEL*			
E-mail	*cisom@taorealestate.com*				

Chair/Pres:	Gail Kring	**Staff Liaison:**	Gary Zheng
Vice Chair/V.P.:	Emilio Abeyta	**Term:**	2 Years
Sec./Treasurer:	Robert Musselman	**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: 1/16/2013

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*	*(806) 762-3472*	*Fax:* *(806) 762-3969*	
	N	*(806) 792-8605*			
	Y	*CEL*			
E-mail					

Chair/Pres:	Gail Kring	**Staff Liaison:**	Gary Zheng
Vice Chair/V.P.:	Emilio Abeyta	**Term:**	2 Years
Sec./Treasurer:	Robert Musselman	**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:* 1/16/2013

HEALTH / EDUCATIONAL FACILITIES DEVELOPMENT CORPORATION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	57.0% (4)
Hispanic	32.6%	27.6%	8.9%	14.0% (1)
African-American	8.7%	7.4%	9.5%	29.0% (2)
Other	15.6%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	14.0% (1)
Female	51.5%	53.0%	26.8%	86.0% (6)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	14.3% (1)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	14.3% (1)
District 6	17.2%	19.9%	16.6%	71.4% (5)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

To promote and develop new, expanded or improved health facilities, being any real, personal, or mixed property, or any interest herein, the financing or refinancing of which is found by the Board of Directors of such corporation to be required.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Bair, Michelle (F,A,6)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Michelle Bair:

Katherina Maunder (F,A,6) Homemaker

City of Lubbock
Board and Commision Recruiting Database
Updated: 12/28/2012

Sorted: By Preference

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

Health/Educational Facilities Development Corp

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0601		Schneider	James	M	A	S	50-59	Licensed Professional Cou	Covenant Health Syste	5
0810		Vaughn	Zane	M	A		18-29	Attorney	McCleskey, Harriger, Br	5
Second Preference:										
0907		Coppola	Martin	M	A		40-49	Associate Professor & Pro	Texas Tech HSC	5
0412	X	Ho	"Peter"	M	O	NW	40-49	Ophthamologist	Lubbock Eye Clinic	6
0510		Johnson	James	M	A	S	30-39	Hospital Administrator	University Medical Cent	5
0701		Oswalt	Lori	F	A		40-49	Program Director	Covenant	4
Third Preference:										
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0707		Jacks	Holly	F	A			Registered Nurse	Covenant Emergency	5
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
0501		Maunder	Katherina	F	A	NW	50-59	Homemaker	Homemaker	6
Fourth Preference:										
0709		Holmes	Margaret	F	A		40-49	Doctoral Student	Doctoral Student	5
Fifth Preference:										
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
Sixth Preference:										
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4

Committee #19 Health/Educational Facilities Development Corp — *Perm./Temp. Board:* P

	Confidential?	*Home*	*Business*		*Reappt Elig.*
Bair **Ms. Michelle**		*3201 W. Loop 289 Unit 20* *Lubbock TX 79407* *(806) 239-4537* *CELL*	*Texas Tech University* *Box 45024, Admin 311* *Lubbock TX 79409*	*Curr:* 10/25/2012 - 10/13/2018 *2nd:* - *1st:* - *Fax:* *(806) 742-0480*	*Y*
E-mail *m.bair@ttu.edu*					
Dewberry **Ms. Mamie**		*5115 46th Street* *Lubbock TX 79414* *(806) 797-2543* *CELL*		*Curr:* 10/25/2012 - 10/13/2013 *2nd:* - *1st:* - *Fax:*	*Y*
E-mail *teachman@sbcglobal.net*					
Dunn **Dr. Cynthia**		*4521 13th St* *Lubbock TX 79416* *gooddunn@gmail.com* *(806) 799-4829* *CELL*	*Women's Health Assoc* *3614 234d St* *Lubbock TX 79410* *(806) 785-0014*	*Curr:* 11/10/2012 - 11/10/2018 *2nd:* - *1st:* - *Fax:* *(806) 785-8314*	*Y*
E-mail *jashley@womenshealthllp.com*					
Hernandez **Ms. Marlise**		*8608 Colton* *Lubbock TX 79424* *(806) 535-2158* *CELL*	*Law Offices of Jorge E. Herna* *2022 Broadway* *Lubbock TX 79401* *(806) 765-7257*	*Curr:* 10/13/2012 - 10/13/2018 *2nd:* - *1st:* - *Fax:* *(806) 763-5574*	*Y*
E-mail					
Rice-Spearman **Ms. Lori**		*4514 9th St* *Lubbock TX 79416* *(806) 792-6192* *CELL*	*TTUHSC* *3601 4th St, 2B181* *Lubbock TX 79430* *(806) 743-3255*	*Curr:* 4/1/2008 - 10/13/2013 *2nd:* - *1st:* - *Fax:* *(806) 743-3249*	*Y*
E-mail					

Chair/Pres:	Joe H. Mayes, DDS	**Staff Liaison:**	Pam Moon
Vice Chair/V.P.:		**Term:**	6 Years or less
Sec./Treasurer:	James Morris, MD	**Ex-Officio Mbr.:**	Don Dennis

Legal entity - No limit to number of reappointments. Term expirations corrected based on entity's by-laws.

* REFER REQUESTS FOR BOARD ROSTER TO DON DENNIS, 806.589.4239, dcdennis@bdflawfirm.com.

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

Last Update: 12/28/2012

Committee #19 Health/Educational Facilities Development Corp — *Perm./Temp. Board:* **P**

	Confidential?	Home	Business		Reappt Elig.
			TTUHSC	*Curr:* 10/25/2012 - 10/13/2018	*Y*
Tenner , Jr.	*	*5103 Amherst St*	*3601 4th St*	*2nd:* 10/13/2006 - 10/13/2012	
Dr. Thomas		*Lubbock TX 79416*	*Lubbock TX 79430*	*1st:* 10/13/2000 - 10/13/2006	
	*	*(806) 799-0016*	*(806) 743-2425*	*Fax:*	
		CELL			
E-mail					
			LISD	*Curr:* 1/14/2010 - 1/14/2016	*Y*
Thompson	N	*4902 Lehigh Street*	*1628 19th St*	*2nd:* 1/14/2004 - 1/14/2010	
Ms. Carolyn		*Lubbock TX 79416*	*Lubbock TX 79401*	*1st:* 2/13/2003 - 1/14/2004	
	N				
	Y	*(806) 928-0058*	*(806) 766-1134*	*Fax:*	
	N	*CELL*			
E-mail	***ckthompson@lubbock.k12.tx.u***				

Chair/Pres:	Joe H. Mayes, DDS	**Staff Liaison:**	Pam Moon
Vice Chair/V.P.:		**Term:**	6 Years or less
Sec./Treasurer:	James Morris, MD	**Ex-Officio Mbr.:**	Don Dennis

Legal entity - No limit to number of reappointments. Term expirations corrected based on entity's by-laws.

* REFER REQUESTS FOR BOARD ROSTER TO DON DENNIS, 806.589.4239, dcdennis@bdflawfirm.com.

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

Last Update: 12/28/2012

URBAN DESIGN & HISTORIC PRESERVATION COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	90.9% (10)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	9.1% (1)
Other	3.7%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	64.0% (7)
Female	51.5%	53.0%	26.8%	36.0% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	18.2% (2)
District 2	16.4%	12.7%	3.2%	9.1% (1)
District 3	16.3%	16.1%	14.6%	18.2% (2)
District 4	17.0%	17.0%	21.3%	18.2% (2)
District 5	16.7%	19.4%	28.7%	18.2% (2)
District 6	17.2%	19.9%	16.6%	9.1% (1)
Other/Unknown	0.0%	0.0%	3.8%	9.1% (1)

PURPOSE:
Permanent advisory board with officer of city status serves as advisory committee to Planning and Zoning Commission; recommends buildings, structures, sites, districts, areas and lands within city which may be eligible for designation as historic landmarks and historic landmark districts and reviews applications for rehabilitation, renovation or expansion of landmark buildings.

QUALIFICATIONS: Seven representatives shall possess special interest, knowledge or expertise in architecture, urban planning, history or political science, archeology or paleontology, sociology or anthropology, building construction, and landscape architecture. Four members shall be at large residents within the city of Lubbock. All members must possess knowledge and experience in the architectural, landscape architectural, archeological, cultural, social, economic, ethnic or political history of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Carlson, Paul (M,A,0)	History / Political Science	67%*	Y	Reappoint/Replace
White, John (M,A,3)	Architect	N/A	N/A	Replace
White, Scott (M,A,1)	Member At Large	67%*	Y	Reappoint/Replace

*All absences were excused.

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Paul Carlson, History / Political Science and Scott White, Member At Large

To replace John White, Architect:
Scott Schellhase (M,A,5) SLS Partnership

City of Lubbock
Board and Commision Recruiting Database
Updated: 1/15/2013

Sorted: By Preference

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

Urban Design/Historic Preservation 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:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Grou	6
1210		Clark	Melanie	F	A		50-59	Architecture Librarian	TTU Libraries	6
0503		Downey	Nancy	F	A	E	50-59	Registered Dietician	Early Childhood Interven	1
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
Second Preference:										
0808		Clary	Sue	F	A		60+	Volunteer		5
1208		Gonzales	Armando	M	H		50-59			2
1206		Scott	Gretchen	F	A		60+	Retired		4
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
Third Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1005		Bruegel	Jon	M	A		18-29	Student		4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
1004		Davis	Jon	M	A		40-49	Accountant	Capital Farm Credit	3
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
0609		Schellhase	Scott	M	A		50-59	Architect	SLS Partnership	5
1206		Seideman	Jake	M	A		30-39		Hugo Reed & Assoc.	5
Fourth Preference:										
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2
Fifth Preference:										
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Coope	3
0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
0609		Villalobos	Esteban	M	H			Tile Setter's Apprentise	Custom Tiling	2
Sixth Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
1301		De Leon	Esther	F	H		30-39	Library Specialist	Texas Tech University	6
1211		Gonzales	Raquel	F	H		18-29	Volunteer		1
0806		Kelly	David	M	A		30-39	Department Supervisor	Texas Tech University	6
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
0803		Sosebee	Rick	M	A		50-59	Fire Protection Contractor	Koetter Fire Protection	3

Committee #42 Urban Design/Historic Preservation Commission — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
MEMBER AT LARGE			*Charles Adams Gallery*	*Curr:* 2/1/2012 - 2/1/2014	*N*
Adams	Y	*601 Avenue J*	*4210 82nd Street*	*2nd:* -	
Mr. Charles		*Lubbock TX 79401*	*Lubbock TX 79423*	*1st:* 2/1/2010 - 2/1/2012	
	Y	*(806) 252-9939*	*(806) 788-1008*	*Fax:*	
		CELL			
E-mail ***lubbart@yahoo.com***					
LANDSCAPE ARCHITECT			*Avante*	*Curr:* 2/1/2012 - 2/1/2014	*N*
Barber	Y	*4809 19th St. #14*	*8201 Quaker Ave. Suite 110*	*2nd:* -	
Mr. Virgil		*Lubbock TX 79404*	*Lubbock TX 79424*	*1st:* 3/25/2010 - 2/1/2012	
	Y	*(806) 792-6500*	*(806) 794-6300*	*Fax:* *(806) 794-6301*	
		CELL			
E-mail					
MEMBER AT-LARGE			*Associated Author & Editors*	*Curr:* 2/1/2012 - 2/1/2014	*N*
Brink	N	*2707 54th Street*	*2301 Broadway*	*2nd:* -	
Ms. Pamela		*Lubbock TX 79413*	*Lubbock TX 79401*	*1st:* 2/1/2010 - 2/1/2012	
	N	*(806) 793-0899*	*(806) 747-9200*	*Fax:* *(806) 744-3030*	
		CELL			
E-mail ***aae1@nts-online.net***					
HISTORY / POLITICAL SCIENCE				*Curr:* 2/1/2011 - 2/1/2013	*Y*
Carlson	Y	*3 E. Brookhollow Drive*		*2nd:* -	
Mr. Paul		*Ransom TX 79366*		*1st:* -	
	Y			*Fax:*	
	Y	*(806) 829-2463*			
	N	*CELL*			
E-mail					
URBAN PLANNER			*Jane Henry Design*	*Curr:* 8/8/2012 - 2/1/2014	*Y*
Henry	Y	*5233 20thn Street*		*2nd:* -	
Ms. Jane		*Lubbock TX 79407*		*1st:* -	
	Y			*Fax:*	
	Y	*(806) 780-1111*	*(806) 780-1111*		
	Y	*CELL*			
E-mail					

Chair/Pres:	Scott White	**Staff Liaison:**	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

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

Last Update: 12/28/2012

Committee #42 Urban Design/Historic Preservation Commission — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
SOCIOLOGY/ANTHROPOLOGY			*Museum of TTU*	*Curr:* 2/24/2011 - 2/1/2013	*Y*
Hurst	Y	*7406 Waco Avenue Apt.A*	*Box 43191*	*2nd:* -	
Mr. Stance		*Lubbock TX 79423*	*Lubbock TX 79423*	*1st:* -	
	N				
	Y	*(806) 224-5109*	*(806) 742-1117*	*Fax:* *(806) 742-1136*	
	Y	*CELL*			
E-mail					
BUILDING CONSTRUCTION			*Ferguson Enterprises, Inc.*	*Curr:* 2/1/2012 - 2/1/2014	*N*
Ingram	N	*7020 95th St.*	*6002 42nd St*	*2nd:* 2/1/2010 - 2/1/2012	
Ms. Brianna		*Lubbock TX 79424*	*Lubbock TX 79407*	*1st:* 4/27/2009 - 2/1/2010	
	Y	*(806) 789-2832*	*(806) 784-3140*	*Fax:* *(806) 788-0516*	
		CELL			
E-mail		*brianna.ingram@ferguson.com*			
ARCHEOLOGIST/PALENTOLOGY			*Texas Tech Museum*	*Curr:* 4/26/2012 - 2/1/2014	*Y*
Mueller	Y	*5020-D Kenosha Ave*	*3301 4th Street*	*2nd:* -	
Mr. Bill		*Lubbock TX 79413*	*Lubbock TX 79415*	*1st:* -	
	Y	*mueller.bd@gmail.com*			
	Y	*(806) 787-9551*	*(806) 742-2442*	*Fax:* *(806) 742-1136*	
	Y	*CELL*			
E-mail		*bill.mueller@ttu.edu*			
AT LARGE				*Curr:* 3/9/2012 - 2/1/2014	*Y*
Nathan	Y	*2113 E. 29th Street*		*2nd:* -	
Ms. Jeanette		*Lubbock TX 79404*		*1st:* -	
	Y				
	Y	*(806) 782-5660*		*Fax:*	
	Y	*CELL*			
E-mail		*jxnath1142@yahoo.com*			
ARCHITECT			*Texas Tech University*	*Curr:* 2/1/2011 - 2/1/2013	*N*
White	Y	*2813 24th Street*	*MS 2091*	*2nd:* -	
Dr. John		*Lubbock TX 79410*	*Lubbock TX 79409*	*1st:* 3/23/2009 - 2/1/2011	
	Y	*(806) 793-6168*	*(806) 742-3136*	*Fax:* *(806) 742-2855*	
		CELL			
E-mail		*john.white@ttu.edu*			

Chair/Pres:	Scott White	**Staff Liaison:**	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

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

Last Update: 12/28/2012

Committee #42 Urban Design/Historic Preservation Commission — *Perm./Temp. Board:* **P**

	Confidential?	***Home***	***Business***		*Reappt Elig.*
MEMBER AT LARGE			***National Ranching Heritage Ce***	*Curr:* **2/1/2011** - **2/1/2013**	***Y***
White	Y	***2614 Ridge Road***	***3121 4th Street***	*2nd:* -	
Mr. Scott		***Lubbock TX 79403***	***Lubbock TX 79409***	*1st:* **2/12/2009** - **2/1/2011**	
	Y	***(806) 741-0405***	***(806) 742-0498***	*Fax:* ***(806) 742-0616***	
		CELL			
E-mail					

Chair/Pres:	Scott White	**Staff Liaison:**	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	

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

Last Update: 12/28/2012

ZONING BOARD OF ADJUSTMENT

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	88.9% (8)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	11.1% (1)
Other	3.7%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.2%	77.8% (7)
Female	51.5%	53.0%	26.8%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	11.1% (1)
District 2	16.4%	12.7%	3.2%	11.1% (1)
District 3	16.3%	16.1%	14.6%	33.3% (3)
District 4	17.0%	17.0%	21.3%	11.1% (1)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	0.0% (0)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Permanent advisory board with officer of the city status to hear citizen requests for variances and special exceptions from regulations in the comprehensive zoning ordinance and grants relief as warranted.

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Burrows, Dustin (M,A,3)	Alternate	83%	Y	Reappoint
Patton, Glenn (M,A,3)	Member	100%	Y	Reappoint
Teinert, Allen (M,A,1)	Member	83%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Dustin Burrows, Glenn Patton, and Allen Teinert

City of Lubbock
Board and Commision Recruiting Database
Updated: 12/28/2012

Sorted: By Preference

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

Zoning Board of Adjustment

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
0805		Preston	Brent	M	A		18-29	Self	1800JunkMax, RE Brok	4
Second Preference:										
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
0611		Huerta	Luis	M	H		40-49	Life Insurance Sales	AFLAC	5
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
0608		Stephenson	Marion	M	A		40-49	Restaurant / Entertainment	Jake's Sports Bar	5
Third Preference:										
0804		Oatman	Mark	M	A			Financial Advisor	Merrill Lynch	3
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Group	3
Fourth Preference:										
0511		Campbell	Jesse	M	A	C	40-49	Account Executive Service	Johnson Controls, Inc	4
0910		Grossi	Cary	M	A		30-39	Funeral Director / General	Resthaven Funeral Hom	5
1206		Seideman	Jake	M	A		30-39		Hugo Reed & Assoc.	5
Fifth Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Group	6
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
1206		Laverty	Peter	M	A		50-59	Department Director - UM	UMC	1
0507		Trombley	Trudy	F	A	S	60+	Retired Educator	Retired Educator	5
Sixth Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comme	4
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0803		Jones	Maine	F	A		18-29	Human Resources Officer	Peoples Bank	5
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
0712		Willis	Roy	M	A		60+	Store Clerk	United Super Market	5

Committee #45 Zoning Board of Adjustment — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
MEMBER			*City Bank*	*Curr:* 2/1/2012 - 2/1/2014	*Y*
Bass	Y	*10620 Salem Avenue*	*5219 City Bank Pkway*	*2nd:* 2/1/2010 - 2/1/2012	
Mr. Kevin		*Lubbock TX 79424*	*Lubbock TX 79407*	*1st:* 2/1/2009 - 2/1/2010	
	Y				
	Y	*(806) 783-0379*	*(806) 771-3229*	*Fax:* *(806) 791-5331*	
	Y	*(806) 790-0374 CELL*			
E-mail *kbass@citybanktexas.com*					
ALTERNATE			*McCleskey, Harriger, Brazill &*	*Curr:* 5/10/2011 - 2/1/2013	*Y*
Burrows	N	*2806 21st Street*	*P.O. Box 1670*	*2nd:* -	
Mr. Dustin		*Lubbock TX 79410*	*Lubbock TX 79493*	*1st:* -	
	N	*dustinburrows@mhbg.com*			
	Y	*(806) 687-2328*	*(806) 687-0630*	*Fax:* *(806) 796-7365*	
	N	*(806) 790-7369 CELL*			
E-mail *dustinburrows@mhbg.com*					
MEMBER				*Curr:* 2/1/2012 - 2/1/2014	*Y*
Caviel	Y	*2401 E. 28th St*		*2nd:* 5/10/2011 - 2/1/2012	
Ms. Billie Jean		*Lubbock TX 79404*		*1st:* 2/1/2011 - 5/10/2011	
	Y				
	Y	*(806) 762-8065*		*Fax:*	
	Y	*CELL*			
E-mail *billiej23@suddenlink.net*					
MEMBER			*American Bank of Commerce*	*Curr:* 2/1/2012 - 2/1/2014	*Y*
Jackson	Y	*8213 Bourbon St*	*West 82nd St & US Hwy 62/82*	*2nd:* 6/23/2011 - 2/1/2012	
Ms. Lyn		*Lubbock TX 79424*	*Wolfforth TX*	*1st:* 2/9/2010 - 6/23/2011	
	Y				
	Y	*(806) 798-1251*	*(806) 775-5138*	*Fax:* *(806) 775-5075*	
	Y	*CELL*			
E-mail					
ALTERNATE				*Curr:* 2/1/2012 - 2/1/2014	*Y*
Naegele	Y	*3302 41st Street*		*2nd:* -	
Mr. Douglas		*Lubbock TX 79413*		*1st:* 2/24/2011 - 2/1/2012	
	Y	*dougnaegele@mac.com*			
	Y	*(806) 368-9278*		*Fax:*	
	Y	*(512) 296-5549 CELL*			
E-mail					

Chair/Pres:	Kevin Bass	**Staff Liaison:**	Randy Henson
Vice Chair/V.P.:	Allen Teinert	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Zoning & Environmental Control Administrator

Jackson's 1st term was as Alternate; Caviel served two terms 02.2007-05.2011 as Alternate; Bass' 08/24/06-02/01/10 was Alternate; Caviel's 1st 2 terms was Alternate; Teinert's first term was alternate; Patton 1st term was Alternate

Teinert's 11.20.07-02.01.10 Alt and 02.01.10-12.02.10 Alt

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

Last Update: 12/28/2012

Committee #45 Zoning Board of Adjustment

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

	Confidential?	Home	Business		Reappt Elig.
MEMBER			*American Windpower Center*	*Curr:* 2/1/2011 - 2/1/2013	*Y*
Patton	Y	*3707 23rd St*	*1701 Canyon Lakes Drive*	*2nd:* -	
Mr. Glenn		*Lubbock TX 79410*	*Lubbock TX 79403*	*1st:* 2/1/2010 - 2/1/2011	
	Y	*(806) 799-2926*	*(806) 747-8734*	*Fax:* *(806) 740-0668*	
		(806) 789-7305 CELL			
E-mail *glenn@windmill.com*					
ALTERNATE			*David Rogers / Odyssey Home*	*Curr:* 2/1/2012 - 2/1/2014	*Y*
Rogers Jr.	Y	*6306 112th Street*	*6507 70th Street*	*2nd:* -	
Mr. James		*Lubbock TX 79424*	*Lubbock TX 79424*	*1st:* 1/27/2011 - 2/1/2012	
	N				
	Y	*(806) 368-6908*	*(806) 773-1290*	*Fax:* *(806) 793-9404*	
	Y	*CELL*			
E-mail *davidjr@davidrogershomes.co*					
MEMBER			*Teinert Commercial Building S*	*Curr:* 2/1/2011 - 2/1/2013	*Y*
Teinert	Y	*3409 Mesa Road*	*4009 Clovis Road*	*2nd:* 12/2/2010 - 2/1/2011	
Mr. Allen		*Lubbock TX 79403*	*Lubbock TX 79415*	*1st:* 2/1/2010 - 12/2/2010	
	Y	*(806) 765-8330*	*(806) 744-2801*	*Fax:* *(806) 744-2401*	
		CELL			
E-mail *allen@teinert.com*					
ALTERNATE			*McDougal Land Company, LC.*	*Curr:* 2/1/2012 - 2/1/2014	*Y*
Tepper	Y	*3407 61st Street*	*1001 Main Street, Suite 206*	*2nd:* -	
Mr. Carl		*Lubbock TX 79413*	*Lubbock TX 79401*	*1st:* 6/23/2011 - 2/1/2012	
	Y				
	N	*(806) 470-2354*	*(806) 771-5408*	*Fax:* *(806) 771-5319*	
	N	*CELL*			
E-mail *carl.tepper@mcdougal.com*					

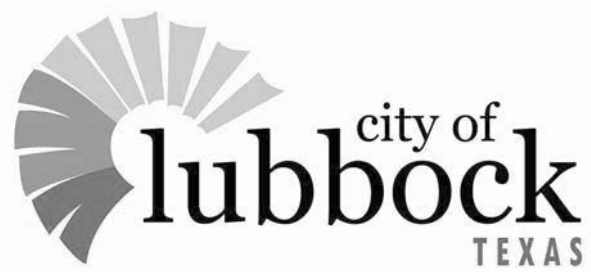
Chair/Pres:	Kevin Bass	**Staff Liaison:**	Randy Henson
Vice Chair/V.P.:	Allen Teinert	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	Zoning & Environmental Control Administrator

Jackson's 1st term was as Alternate; Caviel served two terms 02.2007-05.2011 as Alternate; Bass' 08/24/06-02/01/10 was Alternate; Caviel's 1st 2 terms was Alternate; Teinert's first term was alternate; Patton 1st term was Alternate

Teinert's 11.20.07-02.01.10 Alt and 02.01.10-12.02.10 Alt

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

Last Update: 12/28/2012


city of
lubbock
TEXAS

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 6, 2012
4:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 6th of November, 2012, in the City Council Conference Room, 1625 13th Street, Lubbock, Texas at 4:00 p.m.

4:07 P.M. CITY COUNCIL CONVENED
City Council Conference Room, 1625 13th Street, Lubbock, Texas

Present: Mayor Pro Tem Karen Gibson; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; City Secretary Rebecca Garza; City Attorney Sam Medina; Assistant City Manager Mark Yearwood

Absent: Mayor Glen C. Robertson; Council Member Jim Gerlt; Council Member Floyd Price

This was a meeting of the Audit & Investment Committee. A quorum of City Council Members attended and participated in discussions during the meeting in which the Committee considered and discussed topics as shown below.

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

- *2.1-2.4; and 3.1*
- *Item 1.1 was deleted.*

1. MINUTES

1. 1. Consider Minutes from the previous Audit & Investment Committee Meeting on October 9, 2012.

*** This item was deleted.**

2. REGULAR AGENDA

2. 1. Consider September Investment Report

James Capps, Senior Financial Analyst, reported on the City's investment activity, gave comments, and answered questions from the Board.

Motion by Melisa Roberts, seconded by George Carpenter, to accept the September Investment Report.

Vote: 5 - 0 Motion carried by the Committee Members

2. 2. Consider Broker/Dealer List Revisions

James Capps, Senior Financial Analyst, gave comments and answered questions from the Committee.

Motion by Larry Allen, seconded by Melisa Roberts, to accept the Broker/Dealer List Revisions.

Vote: 5 - 0 Motion carried by the Committee

2. 3. Consider 2012 Follow-up Audit

Mark Yearwood, Assistant City Manger; and Ramesh Ganesh, Director of Internal Audit, gave comments and answered questions from the Committee.

Motion by George Carpenter, seconded by Larry Allen, to accept the request as presented, until further direction from Council.

Vote: 5 - 0 Motion carried by the Commitee

2. 4. Discussion by Director of Finance of Management Reports related to internal controls.

Pam Moon, Director of Accounting; and Mark Yearwood, Assistant City Manager, gave comments and answered questions from the Committee.

3. <u>WORK SESSION ITEMS</u>

3. 1. Schedule next board meeting date. The suggested date is Tuesday, December 11, 2012.

The next scheduled board meeting will be Tuesday, December 11, 2012 at 4:00 p.m.

5:05 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
December 6, 2012
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 6th of December, 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; 2.1-2.3; Citizen Comments (3.1-3.2); Sign-ups (3.3); 4.1; 5.2-5.4; 5.7-5.11; 5.13; 5.15-5.24; 5.1; 5.5-5.6; 5.12; 5.14; 7.1-7.2; and 6.2-6.3.*
- *No action was taken on items 6.1-6.1.1.*

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. The City Council reconvened in open session at 6:15 p.m.

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

1. 1. 1. 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.

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

2. Proclamations and Presentations

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

Dr. Jerry Joplin, Senior Pastor at Bacon Heights Baptist Church, led the invocation.

2. 2. Pledges of Allegiance

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

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

Mayor Robertson presented a special recognition recognizing December 3-8, 2012, as the 30th Anniversary of the U Can Share Food Drive. David Weaver, Chief Executive Officer of the South Plains Food Bank, along with staff and Board Members appeared to accept the recognition. Donna Chandler, South Plains Food Bank Board member, gave thanks to the Lubbock community for their continued support.

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.

Becky Garcia appeared before Council to give an update regarding the disappearance of Mark Ysasaga.

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

Lynne Strickland, President of Friends of the Library, appeared before Council to speak in support of items 6.1 - 6.1.1 for Library Facilities Master Planning.

3. 3.

- Laura Heinz, Library Board member, appeared before Council to speak in support of items 6.1 - 6.1.1 for Library Facilities Master Planning.
- Julian Hernandez appeared before Council to speak in favor of the usage of synthetic marijuana.
- Maurice Stanley appeared before Council to discuss various City issues.

4. Minutes

4. 1. October 23, 2012 Special City Council Meeting (Electric Utility Board)
November 8, 2012 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve the October 23, 2012 Special City Council Meeting minutes (Electric Utility Board), and the November 8, 2012 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve items 5.2-5.4; 5.7-5.11; 5.13; and 5.15-5.24.

Vote: 7 - 0 Motion carried

5. 1. **Resolution – Finance** : Resolution No. 2012-R0472 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.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0472.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** 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** : Resolution No. 2012-R0461 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** : Resolution No. 2012-R0462 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** : Resolution No. 2012-R0463 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:** 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** : Resolution No. 2012-R0473 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.

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-R0473.

Vote: 7 - 0 Motion carried

5. 6. **Contract Resolution - Public Works Engineering** : Resolution No. 2012-R0474 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.

Marsha Reed, Chief Operating Officer; 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 Resolution No. 2012-R0474.

Vote: 7 - 0 Motion carried

5. 7. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2012-O0139 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** : Ordinance No. 2012-O0140 abandoning and closing a transformer pad easement in Lot 6, Portofino Cove Addition, located at 9605 Ithaca Avenue.

5. 9. **Resolution - Right-of-Way** : Resolution No. 2012-R0464 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:** 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** : 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** : Resolution No. 2012-R0475 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.

Mark Yearwood, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2012-R0475.

Vote: 7 - 0 Motion carried

5. 13. **Resolution - Community Services** : Resolution No. 2012-R0465 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** :Resolution No.'s 2012-R0476, 2012-R0477, 2012-R0478, 2012-R0479, and 2012-R0480 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.

Scott Snider, Assistant City Manager, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No.'s 2012-R0476, 2012-R0477, 2012-R0478, 2012-R0479, and 2012-R0480.

Vote: 6 - 0 Motion carried

Other: Council Member Latrelle Joy (RECUSE)

5. 15. **Contract Resolution - Police** :Resolution No. 2012-R0466 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** : Resolution No. 2012-R0467 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:** Resolution No. 2012-R0468 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:** Resolution No. 2012-R0469 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:** Resolution No. 2012-R0470 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** : Ordinance 2012-O0131, Zone Case 1947-G: 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** : Ordinance 2012-O0132, Zone 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 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** : Ordinance 2012-O0133, Zone Case 3193: 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** : Ordinance 2012-O0134, Zone 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 on 1.442 acres of unplatted land out of Block E, Section 9, 1611 82nd Street.

5. 24. **Resolution - City Attorney** : Resolution No. 2012-R0471 for a 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.

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

No action was taken.

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

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

No action was taken.

6. 2. **Resolution - City Council** : Resolution No. 2012-R0481 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.

Sam Medina, City Attorney, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to approve Resolution No. 2012-R0481.

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy to amend the main motion by striking the language:

- "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,"

and inserting the following:

- "THAT the City Council of the City of Lubbock directs the Board of Health to study and recommend to Council methods of educating the public about the availability, sale, recreational use, hazards, and potential criminal consequences of synthetic marijuana, bath salts, and any of their derivatives."

Vote: 7 - 0 Motion carried

Vote was then taken on Resolution No. 2012-R0481 as amended.

Vote: 7 - 0 Motion carried

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.

Central Business District Tax Increment Financing Reinvestment Zone Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to reappoint Mike Davis.

Vote: 7 - 0 Motion carried

Electric Utility Board: Motion by Todd R. Klein, seconded by Council Member Latrelle Joy, to reappoint Emilio Abeyta, George Carpenter, and Clayton Isom.

Vote: 7 - 0 Motion carried

Nominations for the Electric Utility Board to replace Virgil Johnson are as follows: Susan Blake, Christy Martinez Garcia, and Gilbert Flores.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to cease nominations.

Vote: 7 - 0 Motion carried

Votes were taken as follows:

Suzanne Blake: 5 Ayes (Mayor Glen C. Robertson, Mayor Pro Tem Karen Gibson, and Council Members Latrelle Joy, Todd R. Klein, and Jim Gerlt)

Suzanne Blake was appointed to the Electric Utility Board by majority vote. Therefore, no vote was taken on the other nominations.

Lubbock Business Park TIF Reinvestment Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to postpone this item to the next Regular City Council Meeting.

Vote: 6 - 1 Motion carried

Nay: Mayor Pro Tem Karen Gibson

Lubbock Economic Development Alliance Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to postpone this item to the next Regular City Council Meeting.

Vote: 6 - 1 Motion carried

Nay: Mayor Pro Tem Karen Gibson

Lubbock Emergency Communications District Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to reappoint Richard Foster.

Vote: 7 - 0 Motion carried

Market Lubbock, Inc. Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to postpone this item to the next Regular City Council Meeting.

Vote: 6 - 1 Motion carried

Nay: Mayor Pro Tem Karen Gibson

Urban Renewal & Neighborhood Redevelopment Commission: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Marcus Borhani.

Vote: 7 - 0 Motion carried

West Texas Municipal Power Agency: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to reappoint Mayor Glen Robertson.

Vote: 7 - 0 Motion carried

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

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

Dr. Robert Forbis appeared before Council to give a presentation regarding Hydraulic Fracturing and answered questions from Council.

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

Tony Privett appeared before Council to discuss the City of Lubbock's 2013 Legislative Agenda and answered questions from Council.

9:02 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
REGULAR CITY COUNCIL MEETING
December 17, 2012
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 17th of December, 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; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Council Member Floyd Price

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

- *Executive Session; 2.1-2.4; Citizen Comments (3.1-3.2); Sign-ups (3.3); 4.1; 5.1-5.13; 6.1-6.5; 6.7-6.10; and 7.1.*
- *Item 6.6 was 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 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. Consider regulatory options available to the City of Lubbock in connection with the availability, sale, use, and criminalization of synthetic psychoactive designer drugs, including synthetic marijuana.

1. 1. 2. GS Lubbock 1, LP request for City support of its application/approval process for the HOME funding and the 2012 Housing Tax Credits as administered by Texas Department of Housing and Community Affairs.

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

1. 2. 1. Police Department Facilities.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. Chief of Police

1. 3. 5. Fire Chief

1. 3. 6. Chief Operations Officer

1. 3. 7. Assistant City Managers

1. 3. 8. Executive Director of the Airport

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding duties, responsibilities, and/or appointments to the Central Business District TIF Reinvestment Zone Board of Directors, Lubbock Business Park TIF Reinvestment Zone Board of Directors, and the North Overton TIF Reinvestment Zone Board of Directors.

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

2. Proclamations and Presentations

2. 1. Invocation by Minister of Missions and Buckner Initiatives Jerry Ramirez, First Baptist Church.

Minister Jerry Ramirez, First Baptist 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. Heritage Middle School Choir, under the direction of Chris Jarvis, will perform three Christmas songs.

The Heritage Middle School Choir, led by Chris Jarvis, appeared before Council to perform Christmas carols to those in attendance.

2. 4. **Board of Health:**
Ollie Thomas

Model Codes & Construction Advisory Board:
Jarrod Hall

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. Gina Johnson will appear before the City Council to discuss synthetic marijuana.

Gina Johnson appeared before Council to urge the Council to ban synthetic marijuana in Lubbock.

3. 2. Armando Gonzales will appear before the City Council to discuss fracking.

Armando Gonzales appeared before Council to speak in opposition of fracking.

3. 3. Sign-ups:

- Debbie Bartholomew appeared before Council to discuss issues regarding her deceased mother.
- Mary Vines and Naida Gonzales appeared before Council to speak in opposition of fracking.
- Roger Settler appeared before Council to discuss the Connecticut tragedy, gun control, synthetic marijuana, and City debt.
- Kenneth Sanders appeared before Council to speak in support of fracking.
- Maurice Stanley appeared before Council to discuss the Legislative Agenda.
- LeEarl Bryant appeared before Council to discuss structural standards and code violations.
- Bill Curnow appeared before Council to speak in favor of a ban on synthetic marijuana.
- Julian Hernandez appeared before Council to discuss issues regarding a recent arrest and cannabis prohibition.

4. Minutes

4. 1. November 27, 2012 Special City Council Meeting (Imagine Lubbock Together)
December 4, 2012 Special City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve the November 27, 2012 Special City Council Meeting minutes (Imagine Lubbock Together); and the December 4, 2012 Special City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

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

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve items 5.1-5.13.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

5. 1. **Budget Ordinance Amendment 1st Reading – Finance** : Ordinance 2012-O0141, Amendment 12, amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Federal Job Access Reverse Commute (JARC) 5316 Grant and the Federal New Freedom Mobility Management 5317 Grant.

5. 2. **Contract Resolution – Public Works Engineering:** Resolution No. 2012-R0482 authorizing the Mayor to execute contract 9483, an Amendment 1 to the Professional Services Agreement, dated March 25, 2010, with Parkhill, Smith & Cooper, Inc.

5. 3. **Contract Resolution – Public Works** : Resolution No. 2012-R0483 authorizing the Mayor to execute unit price contract 11017 with Lone Star Dirt & Paving, Ltd., for the 2013 Asphalt Patching Project, BID 13-11017-CI.

5. 4. **Contract Resolution – Public Works:** Resolution No. 2012-R0484 authorizing the Mayor to execute unit price contract 11018 with Lone Star Dirt & Paving, Ltd., for the 2013 Concrete Repairs at Various Locations Project, BID 13-11018-CI.

5. 5. **Contract Resolution - Public Works Water Resources:** Resolution No. 2012-R0485 authorizing the Mayor to execute contract 8806, an Amendment 2, to the Professional Services Agreement entered into between the City of Lubbock and HDR Engineering, Inc., to perform activities related to the planning and evaluation of future reservoirs.

5. 6. **Contract Resolution - Public Works Water Resources** - Resolution No. 2012-R0486 authorizing the Mayor to execute contract 11116 with Alan Plummer & Associates, Inc., (APAI) to conduct water research and to develop a guidance document for potable reuse of reclaimed water.

5. 7. **Contract Resolution - Public Works Water Reclamation:** Resolution No. 2012-R0487 authorizing the Mayor to execute contract 11114, a Professional Services Agreement, with Agri-Waste Technology for modeling and reporting of water and nitrogen balances at the City of Lubbock Land Application Sites, as required by the City of Lubbock's Texas Commission on Environmental Quality (TCEQ) wastewater discharge permit.

5. 8. **Ordinance 2nd Reading – Right-of-Way** : Ordinance 2012-O0139 abandoning and closing a portion of 66th west of Justice Avenue, located at Justice Avenue and 66th Street.

5. 9. **Ordinance 2nd Reading – Right-of-Way** : Ordinance 2012-O0140 abandoning and closing a transformer pad easement in Lot 6, Portofino Cove Addition, located at 9605 Ithaca Avenue.

5. 10. **Contract Resolution-Technology** : Resolution No. 2012-R0488 authorizing the Mayor to execute Contract 10956 a Service Agreement with EnerGov Solutions, LLC for Integrated Permit, License and Land Management Solutions, High Technology RFP 13-10956-DT.

5. 11. **Contract Resolution - Technology** : Resolution No. 2012-R0489 authorizing the Mayor to execute contract 11105 an Enterprise License Agreement (ELA) with Environmental Systems Research Institute, Inc. (Esri), for Geographic Information Systems (GIS) software and services.

5. 12. **Contract Resolution - Aviation** : Resolution No. 2012-R0490 authorizing the Mayor to execute Change Order 2 to contract 10031 an agreement between the City of Lubbock and J.D. Abrams, L. P. for the Runway 8/26 and Taxiway Improvements - Phase 3 Project.

5. 13. **Contract Resolution - Aviation** : Resolution No. 2012-R0491 authorizing the Mayor to execute contract 10031, a Memorandum of Understanding (MOU) between the City of Lubbock and J.D. Abrams, LP, on the reconstruction of Runway 8/26.

6. Regular Agenda

6. 1. Public Hearing 6:30 p.m. Hold a public hearing to receive input concerning the adoption of an ordinance to designate a Reinvestment Zone for an area located south of East 14th Street at Elm Avenue.

Cheryl Brock, Budget Director, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 7:25 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:25 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to accept the following findings:

- "The improvements planned by LEDA for this area are feasible and practical and can be carried out by LEDA. These improvements will be a benefit to the municipality and to the land included in the zone."
- "The area proposed for this Reinvestment Zone will be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment and would contribute to the economic development of the City of Lubbock by increasing the tax base and creating jobs."

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

6. 2. Ordinance 1st Reading - Business Development: Ordinance No. 2012-O0142 designating a reinvestment zone within the City of Lubbock as authorized by Chapter 312, Tax Code; describing the boundaries of said zone; describing the eligibility of said zone for commercial-industrial tax abatement; providing a saving clause and providing for publication.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0142.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

6. 3. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2012-O0143, Amendment 13, amending the FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on November 20, 2012, by amending Capital Improvement Project 92203, High Line Truck Covered Parking, and amending Capital Improvement Project 92283, Massengale (MGL) 6 and 7 Cooling Tower Replacement.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Ordinance No. 2012-O0143.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

Other: Council Member Floyd Price (ABSENT)

6. 4. **Contract Resolution - Business Development** : Resolution No. 2012-R0492 approving the projects, programs, and activities of Lubbock Economic Development Alliance, Inc., (LEDA), and Market Lubbock, Inc., Economic Development Corporation (MLI), including the 2012 Project Summary brochure.

John Osborne, LEDA Chief Executive Officer; and Mike McDougal, Chair of the LEDA board, 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-R0492.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

Other: Council Member Floyd Price (ABSENT)

6. 5. **Resolution - City Manager:** Resolution No. 2012-R0493 accepting the 2013 Legislative Package for the City of Lubbock.

Tony Privett gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0493.

1. Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Karen Gibson to amend the main motion by adding the wording "and two Council Members" to the following statement:

- "The City of Lubbock recognizes the speed with which the bills move through the legislative process. In order to respond appropriately, the City Council designates the Mayor 'and two Council Members' to direct lobbying efforts and affirm to all necessary persons and parties the City's position on behalf of the City Council, based on the following principals."

Vote: 6 - 0 Motion carried
Other: Council Member Floyd Price (ABSENT)

2. Motion by Council Member Victor Hernandez, seconded by Council Member Jim Gerlt to amend the main motion by adding the following items:

- "The City will support legislation:
  - Support of the State Library legislative appropriations request, including:
    - Shared Digital Content - $9.25 million over the biennium for digital (electronic) materials for all types of libraries. Resources include online homework help, college preparation, research, job searching, career and test preparation, and other assistance in helping people reach their economic goals.
    - Innovation Partnership Grants - $3.4 million/biennium for training and programming built on local partnerships and innovative practices to advance educational attainment, workforce development, and written and digital literacy.
- The City will monitor:
  - Oppose legislation that threatens the City's ability to maintain ownership, control, and delivery of its water supplies.
  - Oppose legislation that imposes additional regulatory burdens on water and sewer utilities without sound technical justification."

Vote: 6 - 0 Motion carried
Other: Council Member Floyd Price (ABSENT)

3. Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to strike the following:

- The City will support legislation creating statewide laws regarding the use of mobile devices while driving.

Vote: 2 - 4 Motion failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Jim Gerlt
Council Member Victor Hernandez
Other: Council Member Floyd Price (ABSENT)

Vote was then taken to approve Resolution No. 2012-R0493 (with amendments 1 & 2)

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

6. 6. **Resolution - City Council:** Consider a resolution supporting an application for funding from the HOME Investment Partnership Program that GS Lubbock, 1LP will submit to the Texas Department of Housing and Community Affairs (TDHCA).

This item was deleted.

6. 7. **Board Appointments - City Secretary:** Consider 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, and two appointments to the Market Lubbock, Inc. Board of Directors.

Lubbock Business Park TIF Reinvestment Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt, to reappoint Les Gillit and Sandy Henry.

Vote: 6 - 0 Motion carried

Nominations for the Lubbock Business Park TIF Reinvestment Board of Directors to replace Kenny McKay are as follows: Calvin Davis and John Osborne.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to cease nominations.

Vote: 6 - 0 Motion carried

Votes were taken as follows:

Calvin Davis: 3 Ayes (Council Members Jim Gerlt, Victor Hernandez, and Todd R. Klein)

John Osborne: 3 Ayes (Mayor Robertson, Mayor Pro Tem Gibson; and Council Member Latrelle Joy)

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein, to postpone this item to the January 10, 2013 Regular City Council Meeting due to resulting in a tie.

Vote: 6 - 0 Motion carried

Lubbock Economic Development Alliance Board of Directors: Nominations to replace Taylor Eighmy are as follows: Sonny Garza and Chris Sneed.

Motion by Mayor Pro Tem Gibson, seconded by Council Member Joy, to cease nominations.

Vote: 6 - 0 Motion carried

Votes were taken as follows:

Sonny Garza: 3 Ayes (Mayor Glen Robertson; Mayor Pro Tem Karen Gibson; and Council Member Victor Hernandez)

Chris Sneed: 3 Ayes (Council Members Jim Gerlt, Latrelle Joy, and Todd R. Klein)

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt, to postpone this item to the January 10, 2013 Regular City Council Meeting due to resulting in a tie.

Vote: 5 - 1 Motion carried

NAY: Mayor Pro Tem Karen Gibson

Nominations for the Lubbock Economic Development Alliance Board of Directors to replace Van May are as follows: Gilbert Flores and Tim Collins.

Motion by Mayor Pro Tem Gibson, seconded by Council Member Jim Gerlt, to cease nominations.

Vote: 6 - 0 Motion carried

Gilbert Flores: 1 Aye (Council Member Victor Hernandez)

Tim Collins: 5 Ayes (Mayor Glen Robertson; Mayor Pro Tem Karen Gibson; and Council Members Jim Gerlt, Latrelle Joy, and Todd R. Klein)

Tim Collins was appointed to the Lubbock Economic Development Alliance Board of Directors.

Market Lubbock, Inc. Board of Directors: Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson, to appoint Tim Collins to Market Lubbock, Inc. Board of Directors and postpone the second appointment to the January 10, 2013 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

6. 8. Board Appointments - City Secretary: Appoint the Chairperson of the Lubbock Business Park TIF Reinvestment Zone Board of Directors for calendar year 2013, with the term ending on December 31, 2013.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to appoint Sandy Henry as Chairperson of the Lubbock Business Park TIF Reinvestment Zone Board of Directors.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

6. 9. **Board Appointments - City Secretary:** Appoint the Chairperson of the Central Business TIF Reinvestment Zone Board of Directors for calendar year 2013, with the term ending on December 31, 2013.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to appoint Robert Taylor as the Chairperson of the Central Business TIF Reinvestment Zone Board of Directors.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

6. 10. **Board Appointments - City Secretary:** Appoint the Chairperson of the North Overton TIF Reinvestment Zone Board of Directors for calendar year 2013, with the term ending on December 31, 2013.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to appoint Jack Driskill as the Chairperson of the North Overton TIF Reinvestment Zone Board of Directors.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (ABSENT)

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. Consider regulatory options available to the City of Lubbock in connection with the availability, sale, use, and criminalization of synthetic psychoactive designer drugs, including synthetic marijuana; and give direction regarding the development of local ordinances.

Sam Medina, City Attorney, asked that City Council allow staff to work with this and bring it back to City Council the first meeting in January.

8:21 P.M. CITY COUNCIL ADJOURNED

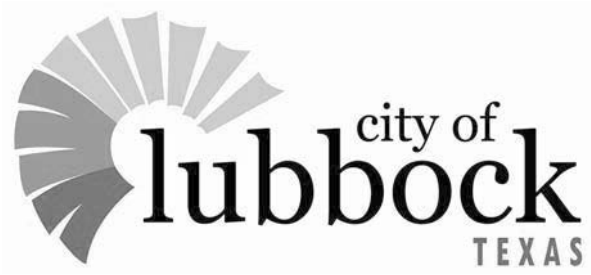
There being no further business to come before Council, Mayor Robertson adjourned the meeting.

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary


city of
lubbock
TEXAS

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

Meeting Date: 01/31/2013

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Amendment 14, respecting the Grant Fund, to accept and appropriate additional funding from the Texas Department of Transportation (TxDOT) for the FY 12 Section 5310 Grant and transfer matching funds from the Transit Fund to the Grant Fund; accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; accept and appropriate funding from TDHCA for the Community Services Block Grant (CSBG); accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Public Health Preparedness (PHP) Discretionary Program Grant; and, respecting the Capital Program, to amend Capital Improvement Project (CIP) 92221, Northwest Water Reclamation Plant; amend CIP 91039, Sewer Lines Ahead of Street Paving; and accept and appropriate funding from the National Recreation and Parks Society and Darden Restaurants for the Great American Trails Program and amend CIP 92288, Hoel Park Walking Track.

Item Summary

I. Accept and appropriate an additional $5,988 from TxDOT for the FY 12 Section 5310 grant, for a total grant appropriation of $82,288, and transfer an additional $1,497 from the Transit Fund to the Grant Fund for a total local match of $20,572. Reduce the budget in cost center 4515, Demand Response Service, by $1,497, from $769,692 to $768,195.

II. Accept and appropriate $1,015,302 from TDHCA for the CEAP grant.

III. Accept and appropriate $91,899 from TDHCA for the CSBG grant.

IV. Accept and appropriate $17,019 from DSHS for the PHP Discretionary Project grant.

V. Accept and appropriate $15,000 from the National Recreation and Parks Society and Darden Restaurants for the Great American Trails Program grant and amend CIP 92288, Hoel Park Walking Track, by increasing the funding by $15,000, from $365,000 to $380,000, for the construction of a small shade structure with a seating area on the new walking track at Hoel Park.

VI. Amend CIP 92221, Northwest Water Reclamation Plant, by decreasing the funding by $700,000, from $23.5 million to $22.8 million, and amend CIP 91039, Sewer Lines Ahead of Street Paving, by increasing the appropriation by $700,000, from $2.175 million to $2.875 million, for the sanitary sewer portion of the Milwaukee paving project. The bid on the sewer portion of the project was higher than expected.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Ordinance - Budget Amendment 14
Grant Detail Sheet - Citibus Section 5310
Grant Detail Sheet - CD CEAP
Grant Detail Sheet - CD CSBG
Grant Detail Sheet - EM PHP Discretionary Project
CIP Detail Sheet - 92288
CIP Detail Sheet - 92221-91039

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SECTION 5310 GRANT AND TRANSFER MATCHING FUNDS FROM THE TRANSIT FUND TO THE GRANT FUND; ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) GRANT; ACCEPT AND APPROPRIATE FUNDING FROM THE TDHCA FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG); ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE PUBLIC HEALTH PREPAREDNESS (PHP) DISCRETIONARY PROJECT GRANT; AND RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92221, NORTHWEST WATER RECLAMATION PLANT; AMEND CIP 91039, SEWER LINES AHEAD OF STREET PAVING; AND ACCEPT AND APPROPRIATE FUNDING FROM THE NATIONAL RECREATION AND PARKS SOCIETY AND DARDEN RESTAURANTS FOR THE GREAT AMERICAN TRAILS PROGRAM AND AMEND CIP 92288, HOEL PARK WALKING TRACK; 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 #14) for municipal purposes, as follows:

I. Accept and appropriate an additional $5,988 from TxDOT for the FY 12 Section 5310 grant, for a total grant appropriation of $82,288, and transfer an additional $1,497 from the Transit Fund to the Grant Fund for a total local match of $20,572. Reduce the budget in cost center 4515, Demand Response Service, by $1,497, from $769,692 to $768,195.

II. Accept and appropriate $1,015,302 from the TDHCA for the CEAP grant.

III. Accept and appropriate $91,899 from the TDHCA for the CSBG grant.

IV. Accept and appropriate $17,019 from the Texas DSHS for the PHP Discretionary Project grant.

V. Accept and appropriate $15,000 from the National Recreation and Parks Society and Darden Restaurants for the Great American Trails Program Grant and amend CIP 92288, Hoel Park Walking Track, by increasing the funding by $15,000, from $365,000 to $380,000, for the construction of a small shade structure with a seating area on the new walking track at Hoel Park.

VI. Amend CIP 92221, Northwest Water Reclamation Plant, by decreasing the funding by $700,000, from $23.5 million to $22.8 million, and amend CIP 91039, Sewer Lines Ahead of Street Paving, by increasing the appropriation by $700,000, from $2.175 million to $2.875 million, for the sanitary sewer portion of the Milwaukee paving project.

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
Budget Director

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccodcs/BudgetFY1213.Amend14.ord
January 22, 2013

City of Lubbock, TX
Grant Award
Budget Detail
January 31, 2013

Administrative Information

City Assigned Grant Number:	88023
Grant Name:	Section 5310 Federal Grant
Grant Effective Date:	3/1/2012-8/31/2013
Grant Provider/Agency:	Texas Department of Transportation
Original Appropriation Date:	September 8,2011
Original Appropriation-Budget Ordinance No.:	2011-O0080
Grant Award Amount:	$ 82,288
City Match Amount:	20,572

Budget Information	**Original Award Amount**	**Amendment Amount**	**Total Award Amount**
Project Detail			
Preventive Maintenance-City Match	$ 19,075	1,497	$ 20,572
Preventive Maintenance-Grant Award	76,300	5,988	82,288
Grant Appropriation	$ 95,375	7,485	$ 102,860

Note: $76,300 in FY 2012 Section 5310 grant funding has previously been appropriated. The final award amount includes an additional $5,988.

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
January 31, 2013

Administrative Information:

Grant Number:	
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2013-12/31/2013
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

# of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 39,815	21,393	12,125	49,083
Account Analyst	58,923	26,668	5,375	80,216
Administrative Assistant	23,417	16,247	6,090	33,574
CD Interim Director	67,340	33,380	5,926	94,794
CD Contract Coordinator	55,000	25,760	9,950	70,810
Total	$ 244,495	123,448	39,466	328,477

Budget Information:

Grant Appropriation Detail	**Cost**
Salaries	$ 26,150
Benefits	13,316
Travel	1,200
ComDev Household Crisis H/C	100,000
Lutheran Social Services	
Household Crisis Utility Assistance	100,000
Utility Assistance Component	456,572
Admin & Operations	50,091
LIFE Run Centers	
Utility Assistance Component	245,847
Admin & Operations	22,126
Total Appropriation	$ 1,015,302

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
January 31, 2013

Administrative Information:

Grant Number:	
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2013-12/31/2013
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

# of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 39,815	21,393	7,469	53,739
Account Analyst	58,923	26,668	2,106	83,485
Receptionist	23,417	16,247	2,988	36,676
CD Interim Director	67,340	33,380	2,363	98,357
Contract Coordinator	55,000	25,760	9,911	70,849
Total	$ 244,495	123,448	24,837	343,106

Budget Information:

Grant Appropriation Detail	**Cost**
Full-time Salaries	$ 16,748
Benefits	8,089
Travel	500
Supplies	1,149
Other	1,400
Indirect Cost	3,000
Contractual	
Catholic Family Services-SSP	43,907
South Plains Association of Gov.-I&R	10,856
Lutheran Social Servcies CEAP Ops	3,500
LIFE Run Centers CEAP Ops	1,500
ComDev CEAP Inspections	1,250
Total Appropriation	$ 91,899

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
January 31, 2013

Administrative Information:

City Assigned Grant Number:	81095
Grant Name:	PHP Discretionary Project
Grant Effective Date:	01/01/2013 - 08/31/2013
Grant Provider/Agency:	Texas Department of State Health Services
Grant Award Amount:	$ 17,019
Amount City Grant Match:	1,720
Funding Source of Grant Match:	In-kind match

Budget Information:

Grant Appropriation Detail	**Cost**
Supplies	$ 4,750
Capital Outlay	11,222
Professional Services	1,047
Total Appropriation	$ 17,019

Capital Project
Project Cost Detail
Budget Amendments
January 31, 2012

Capital Project Number:	92288
Capital Project Name:	Hoel Park Walking Track

Current Project Appropriation Amount	$	365,000
Proposed Amendment		15,000
Total Proposed Appropriation	$	380,000

Capital Project
Project Cost Detail
Budget Amendments
January 31, 2013

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant
Capital Project Number:	91039
Capital Project Name:	Sewer Lines Ahead of Street Paving

	92221	91039	Total
Current Appropriation Amount	$ 23,500,000	2,175,000	$ 25,675,000
Proposed Amendment	(700,000)	700,000	-
Total Proposed Appropriation	$ 22,800,000	2,875,000	$ 25,675,000

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

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution – Finance: Consider a resolution authorizing the Mayor to execute Contract 10979 between the City of Lubbock and MuniServices, LLC to provide revenue enhancement services, RFP 12-10979-MA.

Item Summary

The City of Lubbock issued a request for proposals for revenue enhancement services for three years with the option to renew for an additional two-year term. The City is looking for tax audit, analysis, recovery reports/documentation and training services that result in enhancing revenue in one or more of the following areas: 1) sales and use tax, 2) hotel occupancy tax, and/or 3) franchise fees. The City may award one or any of the tasks and the timing of the different areas may be awarded at different times and audits may be directed at specific businesses, as needed, based upon analysis and research.

The City received one proposal from MuniServices, LLC, one of a few firms in the United States that provide revenue enhancement and information services that encompass all general fund revenue and fee types. They have an established track record of providing consistent and quantifiable results and have recovered over $2.4 billion in combined new tax revenue for their local jurisdiction clients.

MuniServices is a full service provider of revenue enhancement services with over 30 years of history providing similar services to more than 820 government partners nationwide. They have a long-standing and collaborative relationship with state and local government leaders in the State of Texas, and provide compliance review services to over 75 clients in Texas including the Cities of Arlington, Dallas, University Park, Weatherford, and West Lake Hills and the Transit Authorities of Fort Worth Metropolitan Transit Authority, Metropolitan Transit Authority of Harris County, and VIA Metropolitan Transit in San Antonio.

MuniServices audit staff has extensive experience and training in working cooperatively with taxpayers and public sector representatives for the State Comptroller's office. Their audit team assigned to the City project has experience in compliance review and specializes in accurate sales tax reporting for local governments.

City staff evaluated the proposal, attended an oral presentation from MuniServices, and completed the necessary reference checks. City staff was impressed with the knowledge and capabilities of the MuniServices team. The references were happy with the results MuniServices produced for them as well.

MuniServices objectives and methods, scope of work, deliverables, fees, and other options are included in the MuniServices, LLC Consultant Services Agreement. The sales and use tax audit services and the franchise fee compliance services are charged to the City on a contingency basis; hence, any funds that the City pays in audit fees is offset by a greater amount of revenue. The hotel cccupancy tax services have several flat fee options for audit and review as statute does not allow for contingency fees.

The contract will allow City staff to work with MuniServices to develop yearly audit plans based on review of revenue data and risk factors. Staff plans the following services in 2013.

1) Sales and Use Tax Audit Services (SUTA) Compensation

The City will pay MuniServices a 30% contingency fee for the sales and use tax revenue received by the City from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The contingency fee applies to all sales and use tax revenues corrected for the City for any period prior to the date of the corrected allocation; and sales and use tax revenues received for the first eight consecutive reporting quarters following correction of the errors and confirmation of receipt of revenue by the City.

2) Franchise Fee Compliance

The City will pay MuniServices a 30% contingency fee for a franchise fee compliance review service on a performance-based pricing approach, which places the financial risk and obligation to perform on MuniServices and eliminates for the City any out-of-pocket expenses for the compliance review service. Findings greater than $300,000 would result in reduction of the contingency fee to 25%. The contingency fee will apply to the current tax year, all eligible prior period revenues and include any applicable penalties, interest, late charges and any other associated fees. These fees include any out-of-pocket expenses or travel-related expenses.

Suggested franchise companies for inclusion in the 2013 audits include:
AT&T
AT&T U-Verse
Cebridge Telecom
Suddenlink, except for 1% PEG which is addressed by City Attorney
Atmos Energy, Inc.
South Plains Electric Cooperative

3) Hotel Occupancy Tax Services

The City would be charged a one time up front fee of $600 per hotel property for complete HOT analysis. The City estimates that there are 65 active hotels in Lubbock. Based on the analysis, up to 16 hotels will be selected for audit services at an audit fee of $900 for each property audited plus reasonable travel expenses.

City staff recommends City Council approve an agreement with MuniServices due to their knowledge and capabilities in this specialized area.

Fiscal Impact

Any contingency fees paid to MuniServices, LLC will be offset by a greater amount of revenue.

$57,400 will be incurred in the Hotel/Motel Tax Fund for the analysis of all hotels and 16 audits.

Staff/Board Recommending

Pamela Moon, Executive Director of Finance

Attachments

Resolution - MuniServices

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. 10979 for revenue enhancement services, by and between the City of Lubbock and MuniServices, LLC of Fresno, California, 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:

Pamela Moon
_____
Pam Moon, Executive Director of Finance

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-MuniServices, LLC
January 8, 2013

MuniServices, LLC
Consultant Services Agreement

1. Us.
We are MuniServices, LLC, a Delaware limited liability company, and a wholly owned subsidiary of Portfolio Recovery Associates, Inc.; with an office at 7625 N. Palm Avenue, Suite 108, Fresno, California 93711. In this Agreement we are referred to as "MuniServices" or "we", "our", "us. We use our sister company, RDS, to assist us with work. Sometimes we will refer to you and us as the "Parties."

If you need to contact us a short list of helpful contacts is attached as Attachment 3.

If you are sending us a notice required by this Agreement, send it to:

MuniServices, LLC
Attn: Legal Department
7625 N. Palm Avenue, Suite 108
Fresno, CA 93711
Email: legal@muniservices.com
Facsimile: 559.312.2957

When providing notice to us, you must also provide a copy of the notice to: PRA General Counsel, 120 Corporate Blvd., Suite 100, Norfolk, VA 23502. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. We do not accept notices by email or facsimile. Notice of rate changes or distribution changes must be sent by certified mail.

2. You.
You are the City of Lubbock. You are a municipal corporation of the State of Texas. In this Agreement we will refer to you as "you", "your", "yours". If we are sending you a notice required by this Agreement, we will send it to:

City of Lubbock
Attn: Marta Alvarez
Director of Purchasing & Contract Management
1625 13th Street
Lubbock, TX 79401
Email: MAlvarez@mail.ci.lubbock.tx.us
Facsimile: 806.775.2051

3. Our Services and your payment.
We will provide you with the services listed in Attachment 1 (the "Services"). You will pay us the fees listed in that same Attachment. If we are providing more than one Service, each service will have a separate attachment and will be labeled Attachment 1-1, 1-2, etc.

4. What our Services do not include.
We do not provide to you or any third-parties any legal advice or services. We also do not provide tax advice to you or third parties. Also we cannot and therefore do not establish: the tax rates due from taxpayers; and the penalties and fees that are assessed against taxpayers (though we will calculate these amounts for you as part of the Services once you have established the rates). We also do not determine either the amount of refunds or the proper government account(s) that taxpayer receipts shall be deposited into.

5. Term of this Agreement.
The initial term of this Agreement begins on January 31, 2013 (the "Effective Date") and continues for a period of three years from the Effective Date. Thereafter the City will have the option to renew this Agreement for two successive one year terms (each a "Renewal Term"). There are some other ways this Agreement can end and those are found in Article I of the General Provisions, Attachment 2.

6. General Provisions.
The parties are also bound by the General Provisions as set forth in Attachment 2 of this Agreement, which are by this reference incorporated into this Agreement. If something in this Agreement contradicts the General Provisions, then what is said in this Agreement governs rather than the General Provisions.

The Parties are signing this Agreement on the Effective Date indicated in Section 5 above.

CITY OF LUBBOCK

By: _____
Glen C. Robertson
Mayor

CONTRACTOR

By: _____
Doug Jensen, SVP Client Services
MuniServices, LLC
7625 N. Palm Ave., Ste. 108
Fresno, CA 93711

ATTEST:

By: _____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

By: _____
Pam Moon
Executive Director of Finance

APPROVED AS TO FORM:

By: _____
Assistant City Attorney

ATTACHMENT 1
Sales Tax Compliance Review

Article 1-Objectives and Methods

MuniServices' Sales Tax Compliance Review is designed to assist City with economic forecasting and in preserving and enhancing its sales and use tax revenues by detecting, documenting, and correcting sales tax misallocations thereby producing previously unrealized revenue for City while giving the City a more accurate sales tax base upon which to forecast its revenue.

Article 2-Scope of Work

The scope of work for Sales Tax Compliance Review includes the following procedures and tasks designed to identify and correct reporting errors and secure revenue that is due the City:

1. Meet with designated City official(s) to review service objectives and scope, MuniServices' work plan schedule, public relations and logistical matters.

2. Receive and process the sales and use tax payment distribution reports provided by the Texas Comptroller's Office.
3. Monitor and analyze the sales and use tax payment Distribution Reports with audit focus on the following:

    a. Those accounts with previously detected reporting errors to ensure the corrections are made for current reporting periods plus any retroactive adjustments for amounts improperly distributed in prior periods.

    b. Those accounts that meet the sales tax revenue annual threshold for available payment data of the City's total sales and use tax revenue, to identify and investigate significant aberrations (e.g. negative fund transfers, declines, deficiencies, etc.).

    c. Those accounts receiving deficiency assessments to ensure the City receives the correct amount of sales and use tax.

4. Review of sales/use permits for sellers with places of businesses and use tax permits for sellers engaged in business in the City's jurisdiction, to detect, document and correct sales/use tax reporting errors/omissions and thereby generate new, previously unrealized revenue for the City.

5. Contact target businesses to determine whether a point-of-sale/delivery/use reporting error exists. MuniServices' inquiries are predicated on a non-controversial, constructive, public relations approach that emphasizes the importance of each business to the City and the mutual benefits of correcting reporting errors.

6. Provide the City with reports addressing each taxpayer reporting error individually, including the business name, address, telephone number, sales tax permit number, individuals contacted, date(s) of contact, nature of business, reason(s) for error, recommended corrective procedure and, if available, estimated sales and use tax revenue which should be forthcoming to the City.

7. Provide reports to the Texas Comptroller's Office detailing misallocation claims and, if necessary, work with businesses to create and file amended tax returns for more complicated tax sourcing corrections as applicable.

8. Respond to findings by Texas Comptroller's Office with timely reconfirmation documentation to preserve validity of original claim.

9. Routinely review all proposed and actual Texas Comptroller's Office adjustments to the City's sales and use tax. Our procedures for conducting these reviews are the same as for the conduct of allocation/under reporting audits. We seek to understand any adjustment and determine its validity.

Compliance Audit and Misallocation Review

MuniServices will identify non-compliant entities and assist in bringing these entities into compliance. We will work with the City to receive confidential sales tax data from the State of Texas and standardize and enhance state tax data with a myriad of other public and private data sources. We will use these enhanced data sources to identify reporting anomalies often working with the taxpayers to confirm incorrect tax application, and assist in gaining past and prospective compliance. Corrections will then be submitted to the Texas Comptroller, either directly or through amended taxpayer returns, for compliance action per statute. MuniServices will review and verify the City's allocation of tax revenues distributed by the Texas Comptroller to help ensure the proper collection and distribution of the tax revenue owed to the City on an ongoing basis. We will identify misreported or under-reported sales and use tax revenue and submit those findings to the Texas Comptroller, along with applicable supporting evidence and/or amended returns, for review and action.

Kick-off meeting

The most effective SUTA efforts begin with "kick-off" meetings. The City and MuniServices project teams will have an initial meeting to clarify the goals, objectives, timing, and responsibilities. This meeting allows each entity to discuss and better understand service components and priorities, assigned resources, work plan schedules, public relations and logistical matters. The City plays a large role in the community and the manner in which they approach SUTA efforts can have a positive impact within the community. MuniServices is and will be seen as an extension of the City's taxing authority, setting a clear understanding of this role within the local business community is important to overall success of this initiative.

Article 3-Deliverables

Timing Considerations/Project Schedule

MuniServices is committed to starting the process immediately upon award and contract signing and will submit a list of our work in progress within the first 60 days of execution of the contract.

We will conduct the Sales Tax Compliance Review service in three-month intervals with the audit results submitted to the Texas Comptroller's Office on a regular basis. During each subsequent quarter, the work plan process is repeated. This process allows us to submit frequently and rapidly, ultimately obtaining corrections quicker from the Comptroller's Office which then translate into new revenue for the City sooner.

Correction of a misallocated account is deemed complete once the taxpayer is properly reporting the local tax payments on the identified accounts to the City and the funds are allocated in the period in which the payment was made. As needed, MuniServices will represent the City before the Texas Comptroller's Office officials, boards, commissions and committees for the purpose of correcting sales tax distribution errors that have deprived our client of the revenue to which it is entitled.

Progress Reports

MuniServices will provide periodic progress reports to City in the form of status updates. These progress reports will also indicate areas in which City staff may further assist and improve the sales tax compliance review activities provided hereunder. MuniServices' progress reports will identify errors/omissions detected, documented and corrected and report on other services of benefit to City for the time period covered.

Article 4-Compensation

What the City will pay MuniServices.
In exchange for MuniServices performing the work indicated above, the City will pay MuniServices as follows:

City shall pay MuniServices 35% contingency fee. The fee applies to the sales and use tax revenue received by the City from correction of taxpayer reporting errors detected and documented by the Sales Tax Compliance Review. The Contingency Fee applies to: all sales and use tax revenues corrected for the City for any periods prior to the date of the corrected allocation; and sales and use tax revenues received for the first eight consecutive reporting quarters following correction of the errors and confirmation of receipt of revenue by the City.

City agrees to notify MuniServices within 10 days following receipt by the City of payments (cash payments, installment payments, or other compensation directly benefiting the Municipal Corporation) resulting from MuniServices' service. Upon being notified of receipt of payment(s), MuniServices will then invoice the Municipal Corporation. Invoices are due and payable upon receipt.

All expenses incurred by MuniServices in providing the Sales Tax Compliance Review are the sole and exclusive responsibility of MuniServices, except those expenses that receive prior written approval of City.

Additional Consulting
City may request that MuniServices provide additional consulting services at any time during the term of this Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from $75 per hour to $300 per hour. These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

Article 5-City Obligations

In order for MuniServices to conduct the sales tax compliance services, we will request assistance from the City in the following:

1. Provide MuniServices, on a timely basis, information necessary to conduct its compliance review activities including but not limited to monthly tax payment histories.

2. Provide a letter of authorization identifying MuniServices as an authorized agent of the City to perform sales and use tax reviews and to receive and examine taxpayer records (hard copy and electronic) necessary to assure sales and use tax compliance and revenue forecasts.

3. Pursue in good faith corrective action on errors and omissions detected by MuniServices.

4. Issue necessary documentation to the state to correct errors validated by MuniServices.

5. Notify MuniServices within 10 days following receipt by the City of payments (cash payments, installment payments, or other compensation directly benefiting the City).

The City and/or the State Comptroller retain exclusive authority and responsibility to administer, interpret and enforce the City's sales and use tax, and recognize that MuniServices' role is limited to employing its unique expertise and proprietary tools for: i) detecting and documenting errors/omissions by taxpayers in the application, calculation, collection, and/or remittance of sales and use taxes and, ii) providing the City with technical assistance, without assuming or being delegated the authority or responsibility of the City to administer, interpret, and enforce its sales and use taxes.

Article 6 – Completion of Services

Notwithstanding anything else in this Agreement to the contrary, the City will pay MuniServices per the terms of this Agreement for services begun before termination or expiration of the Agreement even if the monies are received after termination or expiration. MuniServices will provide City with a list of accounts submitted but not yet corrected as of the expiration or termination within a reasonable time after the expiration or termination ("completion list"). MuniServices is allowed to continue working those accounts on the completion list for a reasonable time to obtain a correction.

Article 1-Objectives and Methods

MuniServices' Local Hotel Occupancy Tax Analysis and Audit Program is intended to assist City in maximizing the generation of lodging tax revenue and the allocation of that revenue to the promotion of visitation and other lawful purpose, through conducting annual analyses of returns and, when warranted, on-site examinations of records of lodging providers; identifying providers who should be subjected to field auditing or other scrutiny; providing draft Notices to collect tax deficiencies and other correspondence to assist City in collecting from or commending, warning or crediting the lodging providers examined; providing annual reports reflecting and projecting revenue trends; offering ordinance and administrative enhancements and other advice as needed; and educating lodging providers to ensure future appropriate collection and timely remittance of the lodging tax.

Article 2-Scope of Work

1. Ordinance, Return and Administration Review Services

a. Review City's lodging tax ordinance, return form and administrative procedures;
b. Recommend potential enhancements to better acquaint the lodging providers with their responsibilities in collecting and paying-over the tax, and to improve revenue generation and administration by the City;
c. Provide a written report to City, including suggestions for new ordinance language, form design and process development, as applicable; and
d. Meet with City to discuss findings, and to identify any recommendations for further review.

2. Analysis and Compliance Review Services (Annually)

a. Obtain and analyze lodging provider return information in the possession of the City initially for the prior four-year (4) period, thereafter annually for the prior year;
b. Conduct unobtrusive collection of information on each property, including number of rooms, occupancy rate, physical condition, business dynamics, etc.;
c. Provide a report to the City on trend analysis to include projections for gross rent revenue and occupancy rates, and other information conducive to assessment of visitation;
d. Perform discovery services designed to identify and locate lodging providers not properly registered with the City and not appearing on the City rolls as lodging tax remitters;
e. Analyze lodging provider return information from the past three years in order to identify unusual or suspicious reporting and/or activities that warrant further review; and
f. Provide a detailed report to the City identifying lodging providers who require additional investigation or examination to determine their compliance with the City's lodging tax ordinance;

3. Field Audit Services (As Deemed Needed By Analysis)

a. Perform on-site examinations of the records of those providers identified through analysis to warrant further investigation, but only as authorized by City;
b. Provide City staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
c. In coordination with City staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
d. Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;

e. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
f. Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
g. Review exempted revenue for proper qualifying documentation;
h. Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance;
i. Where possible, compare the State lodging tax filings with City's tax returns;
j. For each error/omission identified and confirmed, submit substantiating documentation to designated City staff in order to facilitate collection of revenue due from lodging providers for prior periods;
k. Coordinate with designated City official(s) as necessary to review findings and recommendations;
l. Prepare draft Notices of Deficiency Determination, and commendation, warning and credit letters, as applicable, for City to advise lodging providers of examination results
m. Provide assistance to City in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
n. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City.
o. Provide other collections advice upon request.

4. Mandatory Reporting to the State of Texas - Required Compliance

The Bill requires that, if, as a result of an audit conducted, a City obtains documentation or other information showing a failure to collect or pay local and state occupancy taxes when due, the City shall notify and submit the relevant information to the Texas Comptroller. The City will receive a 20% finder's fee from the State of Texas upon receipt of payment from the lodging provider. During MuniServices meetings with the Texas Comptroller regarding HB 2048 and it's administration,, the report submitted to the State must have these additional specifications, but is not limited to:

a. Summary of all hotels with local and state deficiencies discovered during our audit.
b. Detailed Audit Support for findings over $2,000 (qualifying audits) due to the state.
c. Audit report should include audit period.
d. Separate documentation that breaks down the findings in each area by month.
e. Separate documentation that itemizes the state only exemption details.
f. Audit Communication executed by the hotel.
g. Audit Report based on State Auditing Procedures.

5. Seminar Services (When -Requested by City)

a. Conduct a seminar session with City staff to present and discuss issues pertaining to lodging tax administration. Key topics for normal City staff sessions include applicable state and federal law, return analysis, deficiency determination techniques and collections. City may add select topics of City concern to be reviewed at this session;
b. Conduct a seminar session for local lodging providers to disseminate information intended to further the providers' understanding of their duties and responsibilities under the City's lodging tax ordinance, their responsibilities for collections and record keeping, and to address any points requiring clarification in the lodging providers' understanding of the City's lodging tax ordinance.

Article 3-Deliverables

1. **Ordinance, Return and Administration Review Services**
   a. Provide a written report to City, including suggestions for new ordinance language, form design and process development, as applicable; and
   b. Provide other opinions and advice upon request.

2. **Analysis and Compliance Review Services (Annually)**
   a. Provide a written report to the City on trend analysis to include projections for gross rent and tax revenue and occupancy rates, and other information conducive to assessment of visitation;
   b. Provide a written report to the City identifying lodging providers who require additional investigation or examination to determine their compliance with the City's lodging tax ordinance; and
   c. Provide other opinions and advice upon request.

3. **Field Audit Services (As Deemed Needed By Analysis)**
   a. Provide City staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined; and a written report of the findings of such examinations together with draft Notices of Deficiency Determination, and/or credit, warning or commendation letters as applicable;
   b. Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to City staff; and
   c. Provide other collections advice upon request.

4. **Mandatory Reporting to the State of Texas**

Should the City authorize MuniServices to provide the additional services as required, MuniServices shall:

a. Provide a complete report, with supporting documentation, to the Texas State Comptroller (and the City) based on the requirements outline in HB 2048 for each applicable local audit performed on behalf of the City. The report will be provided to the Comptroller within 30 days of the completion of the audit and will include all substantiation of the issues and findings reported.

b. Provide a monthly status to the City that tracks the submissions to the Comptroller's Office. This tracking tool's purpose is to provide the City with necessary information to ensure proper administration and follow up for the 20% finder's fee.

c. Act as the City's advocate and representative in all communications with the Texas State Comptroller in regards to the local hotel occupancy tax audit sharing program, including Notifying the Comptroller's office if they should expect disputes or protest of an audit.

Should the City elect to have MuniServices provide the services necessary to comply with HB 2048, the City will be required to provide a Letter of Authorization to the State Comptroller's Office designating MuniServices as an authorized agent of the City for the purposes of administration of this local hotel occupancy tax audit sharing program.

Article 4-Compensation

1. **Analysis and Compliance Review Services**
   a. The Analysis services shall be provided for a fixed fee of six-hundred dollars ($600) per each lodging property located in the City.
   b. The Fixed Fee shall be invoiced at the completion of and delivery of the Analysis Report to the City.

2. **Field Audit Services**
   a. The Field Audit services will be provided for an Annual Fixed Fee of nine-hundred dollars ($900) per each lodging property audited.
   b. The fixed fee shall be invoiced 50% upon the completion of Phase 1 which includes analysis of properties potentially underreporting occupancy tax to the City, reporting to the City of suggested lodging properties to be audited during the contract year and approval by the City. Phase 2 will consist of audit fieledwork, writeup and reporting to the City. Phase 2 will be billed 50% upon submission of the report to the City and the remaining 50% upon completion of the audit.

3. **Mandatory Reporting to the State of Texas**

Should the City authorize MuniServices to provide the additional services (Mandatory Reporting to the State), the City agrees to pay MuniServices as follows:

   a. Cost per Audit: A flat fee of $400.00 per qualifying audit will be charged for each audit submitted to the State Comptroller under the program and includes all the services outlined in the above "Proposal for Additional Services" section.
   b. The $400 flat fee will be billed on a monthly basis for each report submitted to the Comptroller during that month.
   c. If, in order for the state to collect on an audit and/or the city to receive their finder's fee, additional or non-standard work is required outside of the above listed services, MuniServices will bill the City an hourly rate plus additional expenses incurred. Examples of additional or non-standard work includes, but is not limited to, additional field visits after an audit has been submitted as final, , testifying at hearings or court proceedings to support the work performed by our auditors, and any other activities requested by either the City or the Comptroller in regards to collection on an audit, etc.
   d. Any work required outside of $400 flat fee will only be performed with prior written approval from the City. The hourly services will be billed at the rate of $100 per hour, plus actual expenses. These additional hours will be invoiced at the time the case is resolved to the Comptroller's satisfaction.

4. **Travel and Out-of-Pocket**
   a. Reasonable travel and other out-of-pocket expenses associated with the performance of field audits will not exceed $150 per audited property without the prior written approval of the City. Such reimbursement shall be billed annually.

5. **Additional Consulting**
   a. The City may request that MuniServices provide additional consulting services at any time during the term of this Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from $75 per hour to $300 per hour.

The following are sample hourly rates based on the job classification:

- Principal: $300 per hour
- Client Services: $250 per hour
- Information Technology (IT) support: $200 per hour
- Operational Support:
  - Director: $175 per hour

- Manager: $150 per hour
- Senior Analyst: $125 per hour
- Analyst: $100 per hour
- Administrative: $75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

Article 5 – City Obligations

The City shall assist MuniServices by providing necessary information and assistance to include, but not be limited to, the following:

1. **Ordinance, Return and Administration Review Services (Inception of Contract)**
   a. Provide MuniServices with existing ordinance, return form and other information relevant to administration when requested.

2. **Analysis and Compliance Review Services (At Least Annually)**
   a. Provide MuniServices with lodging provider return information, initially for the prior four-year (4) period, thereafter annually for the prior year.
   b. Inform MuniServices of any circumstances concerning existing payees.
   c. Inform MuniServices of the development of new lodging properties.

3. **Field Audit Services (As Deemed Needed By Analysis)**
   a. Send Audit Announcement Letter to each lodging provider to be examined with a copy to MuniServices.
   b. Provide MuniServices written authorization for all properties to be audited.

4. **Mandatory Reporting to the State of Texas**

Please choose one of the two options below. If the City desires for MuniServices to perform the new Mandatory Reporting to the State of Texas, and this letter agreement correctly reflects the terms agreed to by MuniServices and the City, please counter-sign this letter agreement in the space provided below.

If the City acknowledges its obligations under House Bill 2048 and hereby elects to "OPT OUT" of MuniServices optional service to provide services required to perform the Mandatory Reporting to the State of Texas on its behalf, please counter-sign this letter agreement in the space provided below.

a. City will need to enter in to an agreement with the Comptroller to insure that they make reasonable efforts to collect on each submission and reimburse the city for any hourly fees and expenses incurred on behalf of the state.

b. City can expect payment of the finder's fee no sooner than 6 month's from the date of submission to the Comptroller, as the finder's fee is not due until the assessment is Administratively Final.

c. City has an obligation to submit all findings to the Comptroller whether or not they contract with MuniServices. As such, MuniServices will require an "opt out" document be signed by the city if they chose not to have our assistance in fulfilling this requirement.

(Actual bill located at: http://www.sos.state.tx.us/statdoc/bills/hb/HB2048.pdf)

YES - By signing in the space provided here, I hereby authorize MuniServices to perform the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011, and agree to compensate MuniServices as outlined above.

By: _____

Name: _____

Title: _____

Date: _____

NO - By signing in the space provided here, the City declines MuniServices additional services option and acknowledges that MuniServices will have no responsibility or liability related to the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011.

By: Pamela Moon

Name: Pamela Moon

Title: Executive Director of Finance

Date: January 31, 2013

ATTACHMENT 1-2
Franchise Fee Compliance Review Services

Article 1-Objectives and Methods

The City desires to have MuniServices conduct a Franchise Fee Compliance Review ("Review") of the City's various franchise utility providers ("utility(ies)") collecting taxes and/or fees on the City's behalf. The Reviews are an agreed-upon-procedures review of the franchise fee payments made to the City from the utility provider(s). The taxes and/or fees to be audited will include:

a. Natural Gas
b. Electric
c. Telephone
d. Cable (Upon written authorization)
e. Internet (Upon written authorization)

Article 2-Scope of Work

1. **Pre-Audit Planning** - To initiate the project, once a contract is in place, we recommend scheduling an introductory meeting with designated City management, to:
   a. Identify the population of franchise utilities to be considered for examination.
   b. Obtain copies of the ordinances and agreements governing each franchise utility provider.
   c. Review with the City any known compliance issues or previous compliance activity, and any other factors, for example, any recent boundary changes, annexations, or rate changes, that might impact compliance.
   d. Identify relevant payment records available from the City.
   e. Develop a specific list of audit engagements authorized by the City.

2. **Schedule and Complete Audit Engagements** - Based on the list of approved engagements, we will proceed to contact those utilities for which the City has approved audits. In preparing for and conducting its review of each utility, MuniServices will employ the following procedures:
   a. Obtain a letter of authorization from the City, copies of franchise agreements and any correspondence with the providers, and a history of franchise payments.
   b. Obtain and review available documents, reports, work papers, and any prior reports prepared by the internal or external auditors, which concern the computation or methodologies for computing the franchise fee paid.
   c. Review franchise agreements, all ordinances relating to taxes to ensure compliance with all Federal, State and Local laws, and correspondence relating to the City's franchise fees.[Note: MuniServices cannot offer legal advice to the City.
   d. Submit a Request for Information to each utility to obtain the information needed to complete our review.
   e. Review the work papers and supporting documentation used in the computation of the franchise fee payments.
   f. Review and analyze each utility's general ledger and financial statements. Compare and analyze the data for reasonableness, completeness, and accuracy as related to the franchise fee.
   g. Identify any revenues excluded from the franchise fee calculation:
   h. Review and analyze all the utility's revenue accounts in detail to: determine revenues that are to be included or excluded from the franchise fee computations; review the revenues excluded from the computations, if any, and determine if they are permitted by the City's franchise agreement, or relevant state law.
   i. Determine if utility or any of its subsidiaries receives any revenues from customers or third-parties for the use of utility's facilities located on City's right-of-way authorized by the franchise agreement that are not included in the franchise fee calculation used to determine the payment to the City.

j. Review the process used to compute franchise fees on meter diversion revenue for gas and electric providers.
k. Determine how gas and electric deregulation has impacted the franchise fee calculation, especially with regard to managed services (storage, distribution, etc.).
l. Evaluate the utility's treatment of natural gas and electricity consumed by the utility provider within its facilities located within the City's jurisdiction, if applicable.
m. Analyze the number of customers reported in the City's jurisdiction by rate classification and obtain and review the utility's procedures to code new customers to the proper jurisdictions and the procedures used to address annexations.
n. Obtain and review the list of exempted customers, if any, from the franchise fee computation.
o. Compare customer address data for each utility with address data to be provided by the City to determine whether any residents and businesses currently within the boundaries of the City have been or are being serviced/invoiced without remittance of the appropriate tax or payment to the City.
p. Sample test the utility's billings for completeness and accuracy of franchise fee from customers and verify that all monies collected are submitted to the City.
q. Compare the utility's payments, exclusions, and other computations as related to the franchise agreement, or relevant state law. Compare the actual payments made to the City for timeliness and accuracy.

Article 3-Deliverables & Timeline

Reports/Deliverables

Throughout the course of the engagement, we will produce monthly reports documenting their efforts to date. The reports will include the following:

a. Accomplishments to date.
b. Next-step options and timeline for completion.
c. Open items needing attention, with identification of the responsible party.
d. Updates on issues requiring City attention.
e. Review findings with Franchisee and obtain the Franchisee's position on the findings. Findings will include Electronic format data of all exceptions in formats required by utilities.
f. Prepare a written report with findings that describe and explain the results of our review, identifying residents and businesses that, for whatever reason, are not paying the appropriate level of taxes, potential additional monies due to the City, and any applicable penalties and interest.

MuniServices will schedule a final presentation of these findings with the City.

Implementation

a. Provide any and all necessary schedules and supporting documents to assist the City in collecting underpaid franchise fees.
b. Provide ongoing assistance in implementing findings with applicable utilities.
c. On an ongoing basis, work with the City and applicable utility service providers to implement those findings and recommendations authorized by the City for further action.
d. Conduct a post implementation review to ensure that the requested changes have been implemented by the utility.

Suggested Schedule

MuniServices will begin scheduling audit examinations within 30 days of the execution of the contract with the City. Although we can assure the City of sufficient auditing resources to initiate audits without delay on our part, the actual start date and time to completion for any given engagement will depend to some extent on the timely cooperation of the franchisee being audited, including timeliness of source document provision, response to inquiries, and quality and completeness of data provided; as well as the complexity of the audit itself, and the time required to resolve any issues that the franchisee may raise regarding the results reported.

With this in mind, the following is our suggested project timeline:

a. Commencement of the work: within 10 working days of a fully executed agreement and the required letter of authorization and other documents from the City.
b. Review of Franchise fee payment: within 10 working days of receipt of necessary data, such as franchise payment history, from the provider and the City.
c. Completion of the final report: within two to five months (depending on factors noted above, the number of franchisees to be audited, and whether the City prefers to proceed with audits one-by-one, or concurrently).
d. Throughout the project, we will provide the City with progress reports as applicable. Upon completion of each audit, we will issue a draft report to the City noting the findings. After the City's review and approval, we will issue its final report.

Article 4-Compensation

What the City will pay MuniServices for the Franchise Fee Compliance Review

MuniServices' will provide its Franchise Fee Compliance Review Service on a performance-based pricing approach, which places the financial risk and obligation to perform on MuniServices and eliminates for the City any out-of-pocket expenses for the Compliance Review Service.

The Review will be provided on a one-time performance-based contingency fee, as shown in the table below, of the additional revenue received by the City as a result of our Franchise Fee Compliance Review Services. The contingency fee will apply to the current tax year, all eligible prior period revenues, and include any applicable penalties, interest, late charges and any other associated fees.

Contingent Fee on findings up to $300K	*Contingent Fee on findings greater than $300K*
30%	**25%**

These fees include any out-of-pocket expenses or travel-related expenses. We will invoice the City upon issuance of the final report to the City.

Article 5 – City Obligations

The City shall provide MuniServices with a letter of authorization from the City, copies of the franchise agreements, amendments, and any subsequent agreements relating to franchise fee collection, any prior reports prepared by the internal or external auditors which concern the computation or methodologies for computing franchise fee, and a history of franchise payments made by providers to the City. MuniServices will also request an electronic copy of address ranges, annexations and any border changes if applicable and/or available.

ATTACHMENT 2
General Provisions

Article I

Within 5 business days after signing this agreement.	You will designate, in writing, one individual to whom we may address communications concerning this Agreement. This person or such person's designee will be the principal point of contact for us in obtaining decisions, information, approvals, and acceptances.
10 business days after you receive our invoice.	You have until this date to dispute in the invoice, or a portion of it, in writing. Your written dispute must be post-marked by this date and must be sent to the addresses in paragraph 1 of the Agreement. (Paragraph 1 is located on the front page of the agreement and is titled "Us".)
10 business days after we receive your written notice that you dispute an invoice or part of an invoice.	We will either correct the error or explain to you why we think the invoice is correct. During this time, we will not try to collect the amount being disputed.
30 days after receiving our invoice.	You must pay our invoice(s) by this date. If you do not pay by that time, we have the right to charge you interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, on any amounts you do not pay within thirty days. If we refer your account to an attorney for collection of past due amounts, we may charge you for our reasonable attorney fees, including costs for attorneys who are employed by us, and court costs incurred by us to the extent permitted by law. Any settlement of your account balance for less than what is owed requires our written consent.
40 days after receiving our invoice	If you have not paid, and have not disputed an invoice as provided above, then we may terminate this Agreement with no further notice and we have no further obligation to you.
When you provide us with information for use in the Services.	By providing us information, you represent that: • you have the right to provide us the information without violating the rights of third-parties; • your release of the information to us does not violate any applicable laws and regulations; and • to the best of your knowledge the information is accurate and not defamatory. You will notify us immediately if there is a change in the information you have provided to us.
If we send you a report or other deliverable.	You will review all reports we provide to you in a timely fashion and you will notify us immediately if you find a discrepancy in any of the information we have provided to you. Upon payment therefore, we will grant you all right, title, and interest in and to the reports, charts, graphs, and other deliverables we are required to produce under this Agreement.
While the Agreement is effective.	We will keep in full force and effect insurance coverage during the term of this Agreement including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. You may at any time request copies of our certificates.
90-days after prior written notice.	This Agreement terminates for convenience but only if the terminating party sends the notice to the person designated to receive notices under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement).

After giving written notice of a breach other than a failure to pay.	The non-breaching party may immediately terminate this Agreement if: • the written notice of the breach was sent to the person designated to receive notices for the breaching party under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement); and the breach is not your failure to pay (that situation is addressed separately below.); and • the breach has not been cured in a reasonable time after the breaching party received notice. Ordinarily, 30 days will be a reasonable time to cure the breach but if the party receiving notice of the breach can demonstrate that the breach will take more than 30 days to cure, the non-breaching party and breaching party will agree on an extended period to cure the breach.
After the occurrence of a "financial default"	A party may terminate this Agreement immediately if the other party experiences a "financial default." A "financial default" means: • a material adverse change in a party's financial condition that adversely affects its ability to perform hereunder; or • a party becomes or is declared insolvent or bankrupt; or • a party is the subject of any proceedings relating to liquidation or insolvency or for the appointment of a receiver; or • a party makes an assignment for the benefit of all or substantially all of its creditors; or • a party enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations. If you experience a "financial default" then we may, at our option, declare the entire outstanding amounts and costs owing to us hereunder immediately due and payable.
This Agreement is terminated or expires.	You remain obligated to: (1) pay us for Services performed through the effective date of the termination or expiration; (2) if applicable, provide us with all the information necessary for us to calculate what you owe us on revenue you receive after the termination or expiration; and (3) if applicable pay invoices we send you after the expiration or termination of this Agreement for Services performed before termination or expiration or for continuing payments required by the Scope of Work or for both.

Article II. The parties also agree to the following miscellaneous terms.

1. *Independent Contractor.* We are an independent contractor. Nothing in this Agreement is to be interpreted as: creating the relationship of employer and employee between you and us or between you and any of our employees or agents; or creating a partnership or joint venture between you and us. We are responsible for any subcontractors we use in performing Services for you and we are solely responsible to pay those subcontractors. We may perform similar services for others during this Agreement and you agree that our representation of other government sector clients is not a conflict of interest.

2. *Compliance with Laws.* The parties agree to comply with all applicable local, state and federal laws and regulations during the term of this Agreement.

3. *Intellectual Property.* We retain all right, title, and interest in and to the processes, procedures, models, inventions, software, ideas, know-how, and any and all other patentable or copyrightable material used, developed, or reduced to practice in the performance of this Agreement.

4. *Waiver.* Either party's failure to insist upon strict performance of any provision of this Agreement are not to be construed as a waiver of that or any other of a party's rights under this Agreement at any later date or time.

5. *Force Majeure.* Neither party is liable for failing to perform its obligations hereunder (other than payment obligations) where performance is delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.

6. *Counterparts.* This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.

7. *Assignment.* MuniServices may assign this Agreement, in whole or in part, without your consent to any corporation or entity into which or with which MuniServices has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MuniServices; or any corporation or entity which acquires all or substantially all of the assets of MuniServices. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.

8. *Public Release and Statements.* Neither you nor we nor each of our representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other Party. No Party or its agent will use the name, mark or logo of the other Party in any advertisement or printed solicitation without first having prior written approval of the other Party. The Parties shall take reasonable efforts to ensure that its Subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other Party without that Party's prior written approval. In addition, the Parties agree that their contracts with all Subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.

9. *Entire Agreement.* This Agreement is the entire Agreement between us and you for the Service(s). This Agreement supersedes and replaces any prior Agreements, of whatever kind or nature, for the Service(s) Any prior Agreements, discussions, or representations not expressly set forth in this Agreement are of no force or effect. No additional terms, Purchase Order Terms and Conditions, or oral or written representations of any kind are of any force and effect unless in writing and signed with the same formality as this Agreement

10. *No Oral Modification.* No modification of this Agreement is effective unless set forth in writing and signed with the same formality as this Agreement.

11. *Invalidity.* If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.

12. *Construction.* This Agreement is to be construed in accordance with the laws of the State of Texas without regard to its conflict of laws principals.

13. *Headings.* The section headings herein are for convenience and reference purposes only and are not to serve as a basis for construction or interpretation.

14. *Records.* 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 MuniServices 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, MuniServices 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 MuniServices.

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

Commercial General Liability:	$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Professional Liability	
Automobile Liability:	$ 1,000,000
Combined Single Limit for any auto:	

The City shall be named as additional insured with respect to the Automobile and Commercial General Liability on a primary and non-contributory bases and shall be granted a waiver of subrogration under those policies. MuniServices 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 subrogration attached to the policy will be included in the Certificate. Copies of all endorsements are required.

16. *Remedy.* 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.

Attachment 3
MuniServices Helpful Contacts

Contact	Project Role	Phone	Email
Brenda Anderson	Client Services Manager	817.771.4066	brenda.anderson@muniservices.com
Doug Jensen	Sr. VP Client Services	559.288.8943	doug.jensen@muniservices.com
Lisa Broussard	Vice President Client Services	713.459.5079	lisa.broussard@muniservices.com
Andrea Hunter	Vice President Audit Services	205.533.0297	ahunter@revds.com
Janis Varney	Vice President Misallocation	559.271.3011	janis.varney@muniservices.com
Kyle Kasner	VP Operations, Sales Tax Audit	972.814.6574	kyle.kasner@muniservices.com
Kandi Warnock	TOT Production Manager	817.905.7027	kandi.warnock@muniservices.com
Kirk Dimery	Sales Tax Production Analyst	559.271.6836	kirk.dimery@muniservices.com
Doug Estes	Client Relations Manager	559.271.6868	doug.estes@muniservices.com
	Billing Department	559.271.6946	billing@muniservices.com
Francesco Mancia	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Brenda Narayan	Dir. of Government Relations	916.261.5147	brenda.narayan@muniservices.com
Patricia A. Dunn	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com

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

Meeting Date: 01/31/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the revised City of Lubbock Investment Policy and Investment Strategy, as reviewed and recommended by the Audit and Investment Committee.

Item Summary

The Public Funds Investment Act, Texas Government Code 2256.005(e), requires the City Council to perform an annual review of the City of Lubbock Investment Policy and Investment Strategy. The Investment Policy and Investment Strategy are updated to reflect changes recommended by the Audit and Investment Committee, after their review. A red-lined version of the Policy/Strategy is provided to highlight the recommended changes.

Changes recommended by the Audit and Investment Committee include:

- Replacement of "Chief Financial Officer" with "Executive Director of Finance" to reflect current staffing configuration.
- Wording changes made in regard to City Funds to mirror the City's Comprehensive Annual Financial Statement.
- Addition of language stating that the Investment Officers will not invest in derivatives without the approval of the Committee or City Council.

The Audit and Investment Committee reviewed the changes and recommends approval.

Fiscal Impact

No fiscal impact.

Staff/Board Recommending

Pamela Moon, Executive Director of Finance

Attachments

Resolution - Investment Policy

Investment Policy Redline

Internal Controls

RESOLUTION

WHEREAS, the City Council has reviewed and approved the City of Lubbock's Investment Policy and Investment Strategy and finds that it complies with the Public Funds Investment Act (Chapter 2256 of the Texas Government Code) and the Public Funds Collateral Act (Chapter 2257 of the Texas Government Code); NOW THEREFORE;

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

THAT the City of Lubbock investment policy and investment strategy, as reviewed and recommended by the Audit and Investment Committee in the attached document entitled "City of Lubbock, Texas, Investment Policy and Investment Strategy" which is hereby incorporated in the Resolution as if fully set forth, be approved and adopted for the City of Lubbock, Texas, and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pamela Moon
_____
Pamela Moon, Executive Director of Finance

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

RES.Investment Policy Approval 1.8.13

City of Lubbock, TX
Finance Department
Investment Policy and Investment Strategy

Policy

The ~~Chief Financial Officer~~Executive Director of Finance, or Designee, of the City of Lubbock, Texas, is charged with the responsibility to prudently and properly manage any and all funds of the City. Time and demand deposits must be fully collateralized and all transactions appropriately authorized. The following investment policy addresses the procedures, controls, and practices, which must be exercised to ensure sound fiscal management. The statutory foundation for this Policy is the Public Funds Investment Act (the "Act", Texas Government Code 2256) and the Public Funds Collateral Act, (Texas Government Code 2257.)

Scope

This policy shall apply to the investment of all financial assets and all funds of the City of Lubbock (hereinafter referred to as the "City") over which it exercises financial control. In order to effectively make use of the City's cash resources, all moneys, with the exception of certain bond proceeds which must be segregated and accounted for separately ("Bond Funds"), shall be pooled into one investment account ("Operating Funds"). The investment income derived from this account shall be distributed to the various City funds in accordance with the existing City Policy.

These funds are accounted for in the City of Lubbock Comprehensive Annual Financial Report (CAFR) and include:

General Fund
Special Revenue Funds
Debt Service Funds
Capital Projects Funds
~~Major~~ Enterprise Funds (excluding WTMPA)
Internal Service Funds
Agency Funds
~~Non-Major Enterprise Funds (excluding Transit)~~

The Bond Funds Portfolio includes bond proceeds recorded in Capital Projects, ~~Funds and~~ Enterprise ~~Funds~~and Internal Service Funds, while the Operating Portfolio includes all other resources in ~~Capital Project Funds and Enterprise Funds as well as all~~ the other funds listed.

Objectives

The City's principal investment objectives are listed in order of priority:

A. Compliance with all Federal, State, and other legal requirements (includes but is not limited to Chapter 2256 "Public Funds Investment Act, as amended and Chapter 2257 "Public Funds Collateral Act, as amended, of the Texas Government Code)
B. Safety: Preservation of capital and the protection of investment principal.
C. Liquidity: Maintenance of sufficient liquidity to meet anticipated disbursements and cash flows.
D. Diversification: Maintenance of diversity in market sector and maturity to minimize market risk in a particular sector.
E. Yield: Attainment of a market rate of return equal to or higher than the performance measure established by the ~~Chief Financial Officer~~Executive Director of Finance, or Designee.

Responsibility and Control

Delegation of Authority

The ultimate responsibility and authority for investment transactions involving the City resides with the ~~Chief Financial Officer~~Executive Director of Finance, or Designee. The ~~Chief Financial Officer~~Executive Director of Finance, or Designee, has delegated the investment function to the Senior Financial Analyst, or Designee, and all are designated as Investment Officers. (2256.005(f)) The Senior Financial Analyst, or Designee is charged with executing the day-to-day investment functions for the City following the guidance and recommendations of the City's Audit and Investment Committee.

Audit and Investment Committee

The City will utilize the Audit and Investment Committee to assist in monitoring the performance and structure of the City's investments. The Audit and Investment Committee shall be responsible for the investment strategy decisions, activities, and the establishment of written procedures for the investment operations consistent with this policy. Monitoring of the portfolio shall be performed by the Audit and Investment Committee no less than quarterly and verified by the City's independent auditor at least annually. The Audit and Investment Committee shall discuss investment reports, investment strategies, and investment and banking procedures.

Investment Advisors

The ~~Chief Financial Officer~~Executive Director of Finance, or Designee, may in his/her discretion, with Council approval, appoint one or more investment advisors, registered with the Securities and Exchange Commission under the Investment Advisors Act of 1940 (15 U.S.C. Section 80b-1 et seq.), to assist in the management of a portion of the City's assets. To be eligible for consideration, an investment advisor shall demonstrate to the Audit and Investment Committee knowledge of cash management and experience in managing public funds. Selection of any investment advisor shall be based upon their expertise in public cash management. An appointed investment advisor may be granted investment discretion within the guidelines of this Investment Policy with regard to the City's assets placed under its management. A contract made under authority of the Act may not be for a term longer than two years on the original contract term. A renewal or extension of the contract must be made by the City Council by order, ordinance or resolution. (2256.003)[I]

Prudence

The standard of prudence to be used for managing the City's assets is the "prudent person" rule (2256.006), which states, "Investments shall be made with judgment and care--under circumstances then prevailing--which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." Investment officers acting in accordance with written procedures and exercising due diligence, shall not be held personally liable for a specific security's credit risk or market price changes, provided deviations from expectations are reported in a timely fashion and appropriate action is taken to control adverse developments. The City's independent auditor will perform a compliance audit of management controls on investments and adherence to investment policies annually.

In accordance with the Act (2256.005 and 2256.008), the Investment Officers shall attend 10 hours of investment training within 12 months of assuming duties and 10 hours not less than once in a two-year period that begins on the first day of the City's fiscal year and consists of the two consecutive fiscal years after that date. The investment training session shall be provided by an independent source approved by the Audit and Investment Committee. Training must include education in investment controls, security risks, strategy risks, market risks, and diversification of investment portfolio in order to ensure the quality and capability of investment management in compliance with the Act.

Investment Portfolio

Authorized Investments

The following are authorized investments for the City and all are authorized and further defined by the Act:

- Obligations of the United States or its agencies and instrumentalities, which have a liquid market with a readily determinable market value but excluding mortgage backed securities. (2256.009(1))
- Direct obligations of this state or its agencies and instrumentalities (2256.009(2))
- Other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this state or the United States or their respective agencies and instrumentalities, including obligations that are fully guaranteed or insured by the Federal Deposit Insurance Corporation or by the explicit full faith and credit of the United States. (2256.009(a)4))
- Obligations of states (other than Texas), agencies, counties, cities, and other political subdivisions of any state rated not less than A or its equivalent by at least one nationally recognized investment rating firm. (2256.009(a)(5))
- Fully collateralized certificates of deposit issued by a state or national bank doing business in Texas and guaranteed, or insured by the Federal Deposit Insurance Corporation or its successor, secured by obligations authorized by this subchapter, or secured in any other manner and amount provided by law for deposits of the City (2256.0010)
- Fully collateralized repurchase agreements with a defined termination date; and secured by a combination of cash and obligations authorized by the Act (Section 2256.009(a)); such securities being purchased or held must be pledged to the City, held in the City's name, and deposited at the time the investment is made with the City or with an independent third party selected and approved by the City. Repurchase agreements must be purchased through a primary government securities dealer, as defined by the Federal Reserve, or a bank doing business in Texas. The term of any reverse repurchase agreements may not exceed 90 days after the date the reverse security repurchase agreement is delivered. Money received by the City under the terms of a reverse security repurchase agreement shall be used to acquire additional authorized investments, but the term of the authorized investments acquired must mature not later than the expiration date stated in the reverse security repurchase agreement. (2256.011)[G]

  Before any repurchase agreements shall be executed with an authorized broker/dealer or financial institution, a Master Repurchase Agreement must be signed between the City and that broker/dealer or financial institution. The Investment Officer shall maintain a file of all executed Master Repurchase Agreements.[G]
- Bankers' acceptances with a stated maturity of 270 days or fewer from the date of its issuance; and liquidated in full at maturity; and eligible for collateral for borrowing from a Federal Reserve Bank; and accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency (2256.012)
- Commercial paper with a stated maturity of 270 days or fewer from the date of its issuance, and rated not less than A-1 or P-1 (with stable or positive outlook), or an equivalent rating by at least two nationally recognized credit rating agencies, or; rated not less than A-1 or P-1 or an equivalent by one nationally recognized rating agency plus fully secured by an irrevocable letter of credit issued by a domestic bank (2256.013). Investment in commercial paper should be diversified by issuer and industry sector. Constant monitoring of the commercial paper is critical to foresee any changes in credit quality.[B]
- No-load money market mutual funds regulated by the Securities and Exchange Commission, and with a dollar-weighted average stated maturity of 90 days or fewer, and whose investment objectives include the maintenance of a stable net asset value of $1 for each share (2256.014(c)). The investment officers shall review and understand the fund's prospectus and statement of additional information to determine: portfolio composition; risk characteristics; duration and weighted average maturity; reputation and experience of the investment company; total expense ratio; philosophy; strategies and portfolio policies; and, if the fund is rated by a nationally recognized rating agency.[H]

- Constant dollar, investment pools rated not less than AAA or an equivalent rating by at least one nationally recognized rating service and authorized by the City Council and as further defined by the Act**,** which invests in eligible securities as authorized by this subchapter (2256.016).

The following investments are prohibited by the Act (2256.009(b)):

- An obligation whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal, i.e. interest-only collateralized mortgage obligations (IO's).
- Obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest, i.e. principal-only collateralized mortgage obligations (PO's).
- Collateralized mortgage obligations that have a stated final maturity date of greater than 10 years.
- Collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in a market index, i.e. CMO inverse floaters.
- Investment in the aggregate of more than 80 percent of the entity's monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in money market mutual funds or mutual funds; investment in the aggregate of more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds; investment of any portion of bond proceeds, reserves, and funds held for debt service, in mutual funds; and investment of its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund in an amount that exceeds 10 percent of the total assets of the mutual fund (2256.014).

Existing Investments

The Investment Officer is not required to liquidate investments that were authorized investments at the time of purchase (2256.017).

Effect of Loss of Required Rating

An investment that requires a minimum rating does not qualify as an authorized investment during the period the investment does not have a minimum rating. The Investment Officer shall take all prudent measures that are consistent with the City's investment policy to liquidate the investment(s) that does not have the minimum rating (2256.021). In accordance with Section (2256.005(b)), the Investment Officer shall monitor rating changes in current investments by keeping a monthly record of ratings issued by three nationally recognized rating agencies.

Investment Diversification

It is the intent of the City to diversify the investment instruments within the portfolio to avoid incurring unreasonable risks inherent in over-investing in specific instruments, individual financial institutions or maturities. The asset allocation in the portfolio should, however, be flexible depending upon the outlook for the economy and the securities markets. When conditions warrant, the guidelines below may be exceeded by approval of the Audit and Investment Committee.

The City may invest to the following limits as a percentage of its total portfolio[C]:

100% in United States Treasury Obligations
50% in Certificates of Deposit
80% in Federal Instrumentalities or Agencies
70% in Repurchase Agreements collateralized by Federal Instrumentalities, or
100% in Repurchase Agreements collateralized by United States Treasury Obligations
25% in Commercial Paper (no more than 10% in any one issuer)
20% in Banker's Acceptances

Investment Pools

In accordance with the Act (2256.016) investment pools must be continuously rated no lower than AAA or equivalent, with a weighted average maturity of less than 60 days. The pool must have an advisory board. A thorough investigation of the pool is required prior to investing, and on a continual basis, as due diligence, and shall include but is not limited to, the following topics:

- A description of eligible investment securities, and a written statement of investment policy and objectives.
- A description of interest calculations, method of distribution, and treatment of gains and losses.
- A description of the method used to safeguard securities (including the settlement processes), and the frequency and method by which securities are priced.
- An annual audited financial statement.
- The yield and expense ratio of the pool, including a statement regarding how yield is calculated.
- The frequency of audit of the program.
- A description of eligible participants along with allowable frequency and size of deposits and withdrawals.
- A schedule for receiving statements and portfolio listings.
- The policy under which reserves, retained earnings, etc. may be utilized by the pool.
- A fee schedule, and when and how it is assessed.
- Information related to the fund's eligibility for accepting bond proceeds.
- Investments in a qualifying Investment Pool should be limited to no more than 5% of the total assets in the pool.

Investment Strategy

The City of Lubbock maintains portfolios, which utilize four specific investment strategy considerations, designed to address the unique characteristics of the fund groups represented in the investment portfolios. The policies detailed below are subject to an annual review to occur prior to the annual City Council action regarding the Investment Policy. (2256.005(d))

(1) Operating Funds and Commingled Pools Containing Operating Funds

The investment strategy for the portfolio containing operating funds, the Operating Portfolio, has as its primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. Investment maturities shall be matched against liabilities including debt service requirements.

The secondary objective of the Operating Portfolio is to create a portfolio structure, which will experience minimal volatility during economic cycles. This will be accomplished by purchasing high quality, short- to medium-term securities, which will complement each other in a laddered maturity structure.

The City shall maintain a dollar-weighted average maturity of two (2) years or less based on the stated final maturity dates of each security in its Operating Portfolio. The City shall at all times maintain at least 10% of its operating investment portfolio in instruments maturing in 120 days or less.[D]

(2) Debt Service Funds

The investment strategy for debt service funds shall have as the primary objective the assurance of investment liquidity adequate to cover each succeeding debt service obligation on the required payment date. Securities purchased shall not have a stated final maturity date which exceeds any unfunded debt service payment date. The maximum weighted average maturity shall not exceed one (1) year.[D]

(3) Debt Service Reserve Funds

The investment strategies for debt service reserve funds shall have as the primary objective the ability to generate a dependable revenue stream to the appropriate debt service fund from securities with a low degree of volatility.

Except as may be required by the bond ordinance specific to an individual issue, securities should be of high quality with short- to intermediate-term maturities. The maximum weighted average maturity shall not exceed one (1) year.[D]

Volatility shall be further controlled through the purchase of securities carrying the highest coupon available within the desired maturity and quality range using a laddered maturity structure. Such securities will tend to hold their value during economic cycles.

(4) Bond Funds

The investment strategy for bond funds will have as their primary objective to assure that anticipated cash flows are matched with adequate investment liquidity. These portfolios should include at least 10% in highly liquid securities to allow for flexibility and unanticipated project outlays. The stated final maturity dates of securities held shall not exceed the estimated project completion date. The maximum weighted average maturity shall not exceed two (2) years.[D]

Cash Flow

A cash flow analysis shall be reviewed and updated no less than semi-annually. This cash flow analysis is the basis for matching liabilities or obligations with security maturities as outlined in the strategies previously listed.[L]

Maximum Maturity

The maximum maturity of any individual security the City may invest in shall be 5 years.[D]

Derivatives

A derivative is any security whose cash flow characteristics (coupon, redemption amount, or stated and estimated maturity) depend upon one or more indices or that has embedded futures or options. They can be linked to different market sectors or interest rate scenarios including: 1) increasing or decreasing interest rates, 2) U.S. Treasury yield curve, 3) foreign yield curves, 4) relationship between two different yield curves, 5) foreign exchange rates 6) equity price movements, and 7) commodity price movements.

The City shall define a derivative for purposes of investment as any mortgaged backed security to eliminate possible extension, volatility and reinvestment risk. The City will not invest in any mortgage-backed securities (MBS) whether a straight pass-through mortgage backed or further derived mortgage backed security (CMO).

The City shall not define United States Agency and Instrumentality debentures as derivatives. Debentures have a defined maturity date, which cannot extend regardless of their structure. These will be restricted to a maximum maturity of three (3) years. Floating rate debentures may only float on the U.S. Treasury rates and not exceed one (1) year in maturity.

The Investment Officers will monitor the development of new financial instruments and may present to the Audit and Investment Committee amendments to the above definition. The Investment officers will not invest in derivatives without approval from either the Committee or City Council.

Management Style

The City seeks an active, rather than passive, management of its portfolio assets. Assets may be sold at a loss only if the Investment Officers feel that the sale of the security is in the best long-term interest of the City. Supporting documentation shall be maintained by the Investment Officer for all sales of securities in which there is a book loss or where a security is sold in order to simultaneously purchase another security.

Authorized Financial Broker/Dealers and Institutions

As defined by the Act (2256.005(k)) the City shall maintain a list of authorized broker/dealers and financial institutions, which are approved by the Audit and Investment Committee for investment purposes. It shall be the policy of the City to purchase securities only from those authorized institutions and firms. The Committee will review and approve the list at least annually.

To be eligible for authorization, each broker/dealer or financial institution shall:

1. Complete and submit to the City a Broker/Dealer Questionnaire, which includes the firm's most recent financial statements.
2. Provide a written instrument certifying that they have received and thoroughly reviewed the City's investment policy and have implemented reasonable procedures and controls and understand the parameters set by the City of Lubbock.
3. Be a member of the FDIC (Financial Institutions only)
4. Be a "primary" dealer or regional dealer that qualifies under Securities & Exchange Commission Rule 15C3-1 (uniform net capital rule). All broker/dealers must submit: (a) audited financial reports (b) proof of National Association of Security Dealers certification, and (c) proof of state registration (Broker/Dealers only).
5. Provide competitive offers, resulting in the sale of a security, to the City. If there are no sales from a particular broker/dealer over a 12-month period, this broker/dealer will be removed from the approved broker/dealer listing (Broker/Dealers only).
6. Comply with the Federal Reserve Bank of New York's capital adequacy guidelines. A compliance certificate will be required.[K]

The Investment Officer, or investment advisor, shall maintain a file of all Broker/Dealer Questionnaires. Broker/dealers and other financial institutions will be selected on the basis of their expertise in cash management and their ability to provide service to the City's account.

The Investment Officers shall exercise due diligence in monitoring the activities of other officers and subordinate staff members engaged in transactions with the City. Employees of any firm or financial institution offering securities or investments to the City of Lubbock shall be trained in the precautions appropriate to public-sector investments and shall be required to familiarize themselves with the City's investment objectives, policies and constraints. In the advent of a material adverse change in the financial condition of the firm or financial institution, the City will be informed immediately by telephone and in writing.

All investment transactions must be competitively transacted and executed with broker/dealers or financial institutions that have been authorized by the City.[K] The City will obtain at least 3 competitive offers. Exception: New issues will not be required to be competitively transacted as all broker/dealers would show the same price and yield.

Selection of Financial Institutions

Depositories shall be selected through the City's banking services procurement process, which shall include a formal request for application. In selecting depositories, the services available, service costs, and credit-worthiness of institutions shall be considered, and the Investment Officers, shall conduct a comprehensive review of prospective depositories' credit characteristics and financial history.

The City shall select financial institutions from which the City may purchase certificates of deposit in accordance with the Act and this Policy. The City of Lubbock will have a written depository agreement with any financial institution with whom the City of Lubbock has time or demand deposits. The Investment Officer shall monitor the

financial condition of financial institutions where certificates of deposit are held and report quarterly to the Audit and Investment Committee.

Collateralization of Public Deposits

Collateralization requirements are governed by Texas Government Code Chapter 2257 Public Funds Collateral Act. Collateralization will be required on three types of investments: time deposits, demand deposits, and repurchase agreements. In order to anticipate market changes and provide a level of security for all funds, the required minimum collateral level will be 102% of market value of principal and accrued interest monitored and maintained by the financial institution.[A,G] The City of Lubbock chooses to limit collateral to the following:

Underlying collateral shall be composed of those investments approved in this policy and mortgage-backed securities as defined in Texas Government Code Chapter 2257.002. The maturity of the collateral security shall be no longer than a 30-year stated final maturity. Market value of the collateral shall be priced at least daily for repurchase agreements and monthly for time and demand deposits (including mortgage-backed securities).[A,E]

Collateral shall always be held by an independent third party with whom the City of Lubbock has a current custodial agreement. This should be evidenced by a written agreement in an effort to satisfy the Uniform Commercial Code (UCC) requirement for control.[A] A safekeeping receipt must be supplied to the City of Lubbock for any transaction involving sales/purchases/maturities of securities and/or underlying collateral, which the City of Lubbock will retain. The right of collateral substitution is granted provided the substitution has prior approval of the City and is followed by the delivery of an original safekeeping receipt to the City of Lubbock, and the replacement collateral is received prior to the release of original collateral.[A]

The collateral agreement must be:

- In writing
- Approved by the board of directors of the depository or its loan committee; and,
- Continuously, for the time of its execution, an official record of the depository institution.[A]

Safekeeping of Securities

All securities owned by the City shall be held in City designated third party safekeeping. All trades executed by a dealer will settle Delivery vs. Payment through the City's safekeeping agent.

Securities purchased by the City shall be held in a segregated account. Collateral pledged to the City securing Certificates of Deposit shall be held in joint custody at the Federal Reserve Bank. It is the intent of the City that all securities be perfected in the name of the City.

Securities held in custody for the City shall be independently audited on an annual basis to verify investment holdings.

Delivery versus Payment

All security transactions, including collateral for repurchase agreements, entered into by the City of Lubbock shall be conducted on a delivery-versus-payment (DVP) basis. That is, funds shall not be wired or paid until verification has been made that the collateral was received by the Trustee. The collateral shall be held in the name of the City. The Trustee's records shall assure the notation of the City's ownership of or explicit claim on the securities. The original copy of all safekeeping receipts shall be delivered to the City.

Same Day Funds Settlement Procedures

All new issues will be made depository book-entry eligible, and principal and interest will be paid to the depository by fiscal agents in same-day funds on the payment date. For all existing issues, payments of principal and interest will be made to depositories by the fiscal agents in same-day funds on the payment date.

Each depository should pay bondholders in same-day funds on the payment date. On, or prior to the morning of the payment date, CUSIP number identification and dollar amount notifications will be sent to each depository using automated communications.[J]

Reporting

Investment reports shall be prepared monthly and be signed and submitted by the Investment Officers, in a timely manner. These reports will be submitted to the City Manager and City Council. This report shall describe in detail the investment position of the City, disclose the market value and book value of each fund group as well as each separate investment, and state the maturity date of each security and accrued interest for the reporting period. It must also express the compliance of the portfolio to the investment strategy contained in the City's Investment Policy, the Act, and Generally Accepted Accounting Principles (GAAP). Market pricing information is obtained through the use of appropriate software available either externally such as through investment advisors, or internally. A written record shall be maintained of all bids and offerings for securities transactions in order to insure that the City receives competitive pricing. An independent auditor will review monthly investment reports on an annual basis, as required by the Act.[F]

Changes in Statutes, Ordinances or Procedures

This policy is designed to operate within the restrictions set forth in applicable State of Texas and Federal laws and statutes, but it does not permit all activity allowed by those laws. Changes to state or federal laws, which restrict a permitted activity under this policy, shall be incorporated into this policy immediately upon becoming law. Changes to state or federal laws, which do not further restrict this policy, shall be reviewed by the Audit and Investment Committee and recommended to the City Council when appropriate.

Performance Review

The Audit and Investment Committee shall meet no less than quarterly to review the portfolio's adherence to appropriate risk levels and to compare the portfolio's total return to the established investment objectives and goals.

The Investment Officers shall periodically establish a benchmark yield for the City's investments, which shall be equal to the average yield on the United States Treasury security, which most closely corresponds to the portfolio's actual weighted average maturity, or other benchmark as approved by the Audit and Investment Committee. When comparing the performance of the City's portfolio, all fees and expenses involved with managing the portfolio should be included in the computation of the portfolio's rate of return.

Ethics and Conflicts of Interest

Investment Officers, employees, and Audit and Investment Committee Members involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or

which could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Manager and the Texas Ethics Commission, any material financial interests in financial institutions that conduct business within this City, and they shall further disclose any large personal financial/investment positions that could be related to the performance of this City's portfolio. A disclosure statement with the Texas Ethics Commission and the City Manager will also be filed if an Investment Officer, employee, or Audit and Investment Committee Member is related within the third degree by consanguinity or within the second degree by affinity, as determined under Chapter 573, to an individual seeking to sell an investment to the City. Employees and officers shall subordinate their personal investment transactions to those of the City particularly with regard to the timing of purchases and sales.

Internal Controls

The Investment Officers shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Audit and Investment Committee and with the independent auditor on an annual basis. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees and officers of the City.

Policy Revisions

The City Council shall adopt a written instrument by rule, order, ordinance, or resolution stating that it has reviewed the investment policy and investment strategies and that the written instrument so adopted shall record any changes made to either the investment policy or investment strategies (2256.005(e)). The Audit and Investment Committee will review the Investment Policy and Investment Strategies annually. The Audit and Investment Committee shall forward modifications to the Policy or a resolution stating there are no changes to the City Council annually for City Council action.

Notes to the Investment Policy and Investment Strategy

Government Financial Officers Association (GFOA) Recommended Investment Practices

[A]Collateralization of Public Deposits (1984, 1987, 1993, and 2000)
[B]Commercial Paper (2001)
[C]Diversification of Investments in a Portfolio (1997, 2002)
[D]Maturities of Investments in a Portfolio (1997, 2002)
[E]Frequency of Purchased Securities Valuation in Repurchase Agreements (1999, 2003)
[F]Mark-to-Market Practices for State and Local Government Investment Portfolios and Investment Pools (1995, 2000, 2003)
[G]Repurchase Agreements & Reverse Repurchase Agreements (1986, 1995, 1998, 2000, 2003)
[H]Use of Various Types of Mutual Funds by Public Cash Managers (2003)
[I]Selection of Investment Advisors for Non-Pension Fund Assets (2003)
[J]Same-Day Funds Settlement Procedures (2003)
[K]Governmental Relationships with Securities Dealers (2003)
[L]Use of Cash Flow Forecasts in Operations (2005)

Additional GFOA Recommended Investment Practices that are not applicable to the City of Lubbock's Investment Portfolio

Market Risk (Volatility) Ratings (1995)
Master Trust and Custodial Bank Security Lending Programs (1995)
Security Lending Programs – Master Trust, Custodial and Safekeeping Considerations (1995, 2002)
Use of Derivatives by State and Local Governments for Cash Operating and Reserve Portfolios (1994, 2002)

Authority/Date Issued:

City Council Resolution # 5728/December 18, 1997
City Council Resolution # 5867/May 28, 1998
City Council Resolution #6600/November 4, 1999
City Council Resolution #2000-R0418/November 27, 2000
City Council Resolution #2001-R0471/November 8, 2001
City Council Resolution #2003-R0065/February 13, 2003
City Council Resolution #2003-R0474/October 23, 2003
City Council Resolution #2004- R0560/November 18, 2004
City Council Resolution #2005- R0478/October 13, 2005
City Council Resolution #2007- R0242/June 14, 2007
City Council Resolution #2007- R0402/August, 23, 2007
City Council Resolution #2008-R0113/April 10, 2008
City Council Resolution #2009-R0138/April 9, 2009
City Council Resolution #2010-R0159/April 8, 2010
City Council Resolution #2011-R0135/April 14, 2011
City Council Resolution #2012-R0033/January 26, 2012

Glossary

AGENCIES: Federal agency securities and/or Government-sponsored enterprises.

ASKED: The price at which securities are offered.

BANKERS' ACCEPTANCE (BA): A draft or bill or exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill, as well as the issuer.

BROKER: A broker brings buyers and sellers together for a commission.

CERTIFICATE OF DEPOSIT (CD): A time deposit with a specific maturity evidenced by a certificate. Large-denomination CD's are typically negotiable.

COLLATERAL: Securities, evidence of deposit or other property, which a borrower pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposits of public monies.

COMPREHENSIVE ANNUAL FINANCIAL REPORT (CAFR): The official annual report for the City of Lubbock, Texas. It includes combined financial statements for all fund types and account groups as well as combining financial statements, as applicable, and footnotes prepared in conformity with GAAP. It also includes supporting schedules necessary to demonstrate compliance with finance-related legal and contractual provisions, extensive introductory material, and a detailed Statistical and Supplemental Information Section.

COUPON: (a) The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value. (b) A certificate attached to a bond evidencing interest due on a payment date.

DEALER: A dealer, as opposed to a broker, acts as a principal in all transactions, buying and selling for his own account.

DEBENTURE: A bond secured only by the general credit of the issuer.

DELIVERY VERSUS PAYMENT: There are two methods of delivery of securities: delivery versus payment and delivery versus receipt. Delivery versus payment is delivery of securities with an exchange of money for the securities. Delivery versus receipt is delivery of securities with an exchange of a signed receipt for the securities.

DERIVATIVES: (1) Financial instruments whose return profile is linked to, or derived from the movement of one or more underlying index or security, and may include a leveraging factor, or (2) financial contracts based upon notional amounts whose value is derived from an underlying index or security (interest rates, foreign exchange rates, equities or commodities).

DISCOUNT: The difference between the cost price of a security and its maturity when quoted at lower than face value. A security selling below original offering price shortly after sale also is considered to be at a discount.

DISCOUNT SECURITIES: Non-interest bearing money market instruments that are issued a discount and redeemed at maturity for full face value, *e.g.*, U.S. Treasury Bills.

DIVERSIFICATION: Dividing investment funds among securities offering independent returns.

FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC): A federal agency that insures bank deposits, currently up to $250,000 per deposit until December 31, 2013.

FEDERAL FUNDS RATE: The rate of interest at which Fed funds are traded. This rate is currently pegged by the Federal Reserve through open market operations.

FEDERAL RESERVE SYSTEM: The central bank of the United States created by Congress and consisting of a seven member Board of Governors in Washington, D.C., 12 regional banks and about 5,700 commercial banks that are members of the system.

LIQUIDITY: A liquid asset is one that can be converted easily and rapidly into cash without a substantial loss of value. In the money market, a security is said to be liquid if the spread between bid and asked prices is narrow and reasonable size can be done at those quotes.

LOCAL GOVERNMENT INVESTMENT POOL (LGIP): The aggregate of all funds from political subdivisions that are placed in the custody of the State Treasurer for investment and reinvestment.

MARKET VALUE: The price at which a security is trading and could presumably be purchased or sold.

MASTER REPURCHASE AGREEMENT: A written contract covering all future transactions between the parties to repurchase—reverse repurchase agreements that establishes each party's rights in the transactions. A master agreement will often specify, among other things, the right of the buyer-lender to liquidate the underlying securities in the even of default by the seller-borrower.

MATURITY: The date upon which the principal or stated value of an investment becomes due and payable.

MONEY MARKET: The market in which short-term debt instruments (bills, commercial paper, bankers' acceptances, etc.) are issued and traded.

OPEN MARKET OPERATIONS: Purchases and sales of government and certain other securities in the open market by the New York Federal Reserve Bank as directed by the FOMC in order to influence the volume of money and credit in the economy. Purchases inject reserves into the bank system and stimulate growth of money and credit; sales have the opposite effect. Open market operations are the Federal Reserve's most important and most flexible monetary policy tool.

PORTFOLIO: Collection of securities held by an investor.

PRIMARY DEALER: A group of government securities dealers who submit daily reports of market activity and positions and monthly financial statements to the Federal Reserve Bank of New York and are subject to its informal oversight. Primary dealers include Securities and Exchange Commission (SEC)-registered securities, broker-dealers, banks, and a few unregulated firms.

PRUDENT PERSON RULE: An investment standard. In some states the law requires that a fiduciary, such as a trustee, may invest money only in a list of securities selected by the custody state—the so-called legal list. In other states the trustee may invest in a security if it is one which would be bought by a prudent person of discretion and intelligence who is seeking a reasonable income and preservation of capital.

QUALIFIED PUBLIC DEPOSITORIES: A financial institution which does not claim exemption from the payment of any sales or compensating use or ad valorem taxes under the laws of this state, which has segregated for the benefit of the commission eligible collateral having a value of not less than its maximum liability and which has been approved by the Public Deposit Protection Commission to hold public deposits.

RATE OF RETURN: The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond the current income return.

REPURCHASE AGREEMENT (RP OR REPO): A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date. The security "buyer" in effect lends the "seller" money for the period of the agreement, and the terms of the agreement are structured to compensate him for this. Dealers use RP extensively to finance their positions. Exception: When the Fed is said to be doing RP, it is lending money, that is, increasing bank reserves.

SAFEKEEPING: A service to customers rendered by banks for a fee whereby securities and valuables of all types and descriptions are held in the bank's vaults for protection.

SECURITIES & EXCHANGE COMMISSION: Agency created by Congress to protect investors in securities transactions by administering securities legislation.

SEC RULE 15C3-1: See Uniform Net Capital Rule.

TREASURY BILLS: A non-interest bearing discount security issued by the U.S. Treasury to finance the national debt. Most bills are issued to mature in three months, six months, or one year.

TREASURY BONDS: Long-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities of more than 10 years.

TREASURY NOTES: Medium-term coupon-bearing U.S. Treasury securities issued as direct obligations of the U.S. Government and having initial maturities from two to 10 years.

UNIFORM NET CAPITAL RULE: Securities and Exchange Commission requirement that member firms as well as nonmember broker-dealers in securities maintain a maximum ratio of indebtedness to liquid capital of 15 to 1; also called net capital rule and net capital ratio. Indebtedness covers all money owed to a firm, including margin loans and commitments to purchase securities, one reason new public issues are spread among members of underwriting syndicates. Liquid capital includes cash and assets easily converted into cash.

YIELD: The rate of annual income return on an investment, expressed as a percentage. (a) **INCOME YIELD** is obtained by dividing the current dollar income by the current market price for the security. (b) **NET YIELD** or **YIELD TO MATURITY** is the current income yield minus any premium above par or plus any discount from par in the purchase price, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond.

Exhibit A
Internal Controls Documentation
Investments

The City's Investment Policy and Investment Strategy states the City's "Investment Officers shall establish a system of internal controls, which shall be documented in writing. The internal controls shall be reviewed by the Audit and Investment Committee and with the independent auditor on an annual basis. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated market changes, or imprudent actions by employees and officers of the City." This document provides additional responsibilities related to the operation of the City's Investment Function.

Procedural Controls

A. There are several procedures to ensure that only investments permitted by law are acquired:
   1. The City of Lubbock's Investment Policy lists the investments that are permitted both by law and by the City Council.
   2. The Investment Policy is distributed to all broker/dealers with whom the City of Lubbock executes trades. The approved broker/dealers are required to certify that they have received the Policy and agree to follow provisions within the Policy.
   3. In order to purchase a security, any two individuals authorized on the bank signature card must approve a payment.
   4. Investment purchases and sales are reviewed and approved at least quarterly by the Audit and Investment Committee.

B. The Investment Policy is reviewed by the Investment Officers and Audit and Investment Committee at least annually for updates and necessary changes. The Public Funds Investment Act and the City's Investment Policy require that the Investment Policy must be reviewed annually. The Policy must be approved by the City Council, by Resolution, whether or not changes have been made.

C. An integral part of the investment program is the identification and monitoring of cash flows. The Senior Financial Analyst or designee, or Investment Advisor, must review the cash balances and investment portfolio daily, or as needed. Items to be reviewed should include:
   a) Balances in local depository institutions.
   b) Balances in investment pools.
   c) Maturing investments (including CD's, Commercial Paper, and general securities).
   d) Bond sales and other large, periodic receipts.
   e) Bond and coupon payments (debt service) and other large periodic cash disbursements.

D. When an investment opportunity arises, the Senior Financial Analyst or designee, or Investment Advisor, determines how much of the cash balance is available for investment and selects the area of the yield curve that most closely matches the required maturity date. In determining the maturity date, the Senior Financial Analyst or designee, or Investment Advisor, should consider liquidity, cash flow and expected expenditures.

   A review of some of the following sources of market information should be made to determine available investment options:
   a) Wall Street Journal or similar daily business publication.
   b) Input from depository banks and broker/dealers.
   c) Publications on general trends of economic statistics.

   When an investment opportunity is identified, it must be within the investment policy guidelines.

E. All investment transactions must be competitively transacted with broker/dealers authorized by the City to determine the best purchase opportunity. Bids may be either a broker/dealer offer or may be in the form of real-time electronic market information. The Senior Financial Analyst or Investment

Advisor will provide a quarter-end report quantifying the percentage of transactions going to each broker/dealer. The documentation of the bids will be maintained until the annual PFIA audit and the annual external audit have been completed.

F. The Senior Financial Analyst tracks investments and submits the information to the Accounting Department for recording on the general ledger. Confirmations of purchases and sales are mailed directly to the ~~Chief Financial Officer~~Executive Director of Finance and then distributed to the Senior Financial Analyst.

G. The performance of the investment portfolio is reported to the City Council and the City Management Team in the Monthly Management Report. The performance of the portfolio is reviewed no less than quarterly by the Audit and Investment Committee and the City Council.

H. Monthly reconciliations are made between income received and the amount specified by the terms of the security or publicly available investment information by the Senior Financial Analyst to ensure all interest is received.

Custody Controls

A. The City of Lubbock had adopted and follows the policy whereby all trades will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities will be held by a third-party custodian as evidenced by safekeeping receipts. The depository will provide safekeeping facilities for investments owned by the City. If a correspondent bank is used for safekeeping, all correspondent and safekeeping arrangements will be stipulated in the depository contract. A copy of all safekeeping receipts will be issued to the City at the completion of each investment transaction.

B. Safekeeping measures providing for the protection of investment securities against loss include:
   1. Employees able to access securities are identified in signature cards at the depository bank.
   2. Securities are registered in the name of the City of Lubbock.
   3. Securities are released from the safekeeper's list upon the execution of the investment transaction. Purchases and sales require secondary authorizations. The two authorizations may be any two individuals authorized on the bank signature card.
   4. The Senior Financial Analyst or Investment Advisor maintains a file of safekeeping receipts.
   5. The depository bank is required by contract to report to the City of Lubbock a list of all securities along with specific information about each. The depository bank provides this report monthly.
   6. Accounting records of the City of Lubbock are free from effective control by the securities custodians.
   7. Safekeeping receipts contain sufficient detail to identify the securities including:
      a) Trade Date
      b) Security Description
      c) Price
      d) CUSIP #
      e) Coupon Rate
      f) Yield
   8. The Senior Financial Analyst will compare the safekeeping lists to the portfolio records on a monthly basis. Safekeeping holdings will be verified annually by confirmation in the external audit process.
   9. The External Auditor publishes the results of the verification of safekeeping receipts as part of the annual audit on the Investment Function.
   10. With the DVP method on the receipt of securities, the securities are kept at the Federal Reserve Bank.

C. Transactions in investment pool accounts, for the purpose of transfers, withdrawals and deposits, are accomplished through the use of automated systems. Access to these accounts requires prior authorization and requires repetitive wire transfer instructions on any withdrawal or deposit.

D. All City funds on deposit with the depository institution must be adequately collateralized by investments that are approved in the Investment Policy. A collateral holdings report is to be submitted

on a monthly basis by the depository institution. The monthly report will identify the: description, CUSIP #, maturity date, par value, interest rate, physical location, and the market value of the collateral.

Detail Accounting Controls

A. Detailed accounting records for purchases, sales, maturities, interest receipts and interest distribution are made monthly to the general ledger via journal entries by the City's Accounting Department. Adequate supporting documentation is attached to journal entries and filed in the Accounting Department ~~vault~~. Documents are stored following the City of Lubbock's Retention Policy.

B. The ~~cash accountant~~ Accounting Department reconciles the bank accounts ~~while the Accounting Department prepares the transactions related to investments.~~.

C. In general, investment earnings are distributed to city funds based on the prior months actual cash balance within the investment/cash pool. Some exceptions may be made due to managerial discretion. The investment earnings distribution schedule is updated and presented as part of the budget back up, annually. An annual external audit confirms investment income amounts and book values of investment securities.

D. The Accounting Department will record investment transactions as they occur, and will record the transactions no later than the monthly financial period close.

General Ledger Controls

A. The Accounting Department is responsible for detailed accounting journal entries and other record-keeping duties related to investments.

B. Journal entries are reviewed and approved by the ~~Director of Accounting~~Executive Director of Finance, or designee.

C. The nature of investments included in general ledger balances is reviewed and reported monthly in the Monthly Management Report. The general ledger balances are reconciled to investment records monthly~~, quarterly, and annually~~ by the Accounting Department.

D. Annually, detailed accounting records are reconciled to the general ledger and to the investment transaction records. The Accounting Department prepares a rollforward annually to show the beginning audited balance of the investment portfolio plus all purchases less sales and maturities and provides the calculated ending balance to the external auditors for confirmation to the general ledger.

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

Meeting Date: 01/31/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Central Business District (CBD) Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011, through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the CBD Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Item Summary

The City Council created the Central Business District Tax Increment Finance Reinvestment Zone (Zone) and appointed the Zone Board on December 3, 2001. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a tax increment finance zone. The report must be provided within 150 days of the end of the City's fiscal year and a copy must also be sent to the Comptroller's Office.

The Texas Tax Increment Finance Act specifies that the report must include:
• Amount and source of revenue in the tax increment fund established for the zone,
• Amount and purpose of expenditures from the fund,
• Amount of principal and interest due on outstanding bonded indebtedness,
• Tax increment base and current captured appraised value retained by the zone,
• Captured appraised value shared by the City and other taxing units,
• Total amount of tax increments received, and
• Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

Staff prepared the 2012 annual report, which includes all of the information required by the above statute, and submitted it to the Zone Board of Directors (Board) for approval. A summary of the information included in the report follows:

For the year ended September 30, 2012, the Zone received $556,185 in property tax revenues and earned $3,383 in interest. The Zone received $1.19 million of the $1.5 million Economic Development Administration grant awarded May 28, 2010, for the underground utilities project.

Expenses in 2012 included $52,311 in administrative costs and $357,001 in special project costs. Capital project expenditures for FY 2011-12 totaled $1.9 million.

The Zone appraised value increased to $173,738,179 in 2012 with a current captured appraised value of $67,879,928. The current captured appraised value is the total value after the base year value is subtracted. The total tax increment to be received by the Zone for 2012 is projected to be $641,466 from all taxing jurisdictions.

The Board approved the report at their December 19, 2012, meeting and submit it to the City Council for approval.

Fiscal Impact
None.

Staff/Board Recommending
Cheryl Brock, Budget Director

Attachments

Resolution & CBD Annual Report

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 the Central Business District Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011 through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Central Business District Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas. Said Annual Report is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock,
Budget Director

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

Lc: city att/Linda/Res-CBD Annual Report 2012
November 20, 2012



city of lubbock TEXAS

Central Business District
Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2011 - September 30, 2012

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Table of Contents

Introduction 2
Financial Report 3
Appraised Values 3
Tax Increment Fund Revenue 3
Performance Report 4
Board of Directors 7
Maps 8

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Introduction

The Lubbock City Council established the Central Business District (CBD) Tax Increment Financing Reinvestment Zone (Zone) by ordinance on December 3, 2001 in order to promote the development of the CBD. The Zone was created after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing regarding the creation of the zone.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided within 150 days of the end of the City's fiscal year (September 30), and a copy must be submitted to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- Amount and source of revenue in the Tax Increment Fund established for the Zone,
- Amount and purpose of expenditures from the Fund,
- Amount of principal and interest due on outstanding bonded indebtedness,
- Tax increment base and current captured appraised value retained by the Zone,
- Captured appraised value shared by the City and other taxing units,
- Total amount of tax increments received, and
- Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 31, 2013 upon the recommendation of the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors (Board) on December 19, 2012.

Glen C. Robertson, Mayor
City of Lubbock

Robert Taylor, Chairman
Central Business District TIF Board of Directors

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Financial Report

As set by the Lubbock Central Appraisal District (LCAD), the appraised value of the Zone increased $67,879,928 in value since the 2001 base year for each taxing jurisdiction. However, exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2012 Appraised Value (before abatements and exemptions)	$173,738,179
Less: 2001 Base Value	105,858,251
Current Captured Appraised Value Retained and Shared (before abatements)*	$ 67,879,928

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction/ Tax Rate	2012 Tax Rate	2001 Appraised Value	2012 Net Taxable Value	2012 Net Tax Increment Value	Projected TIF Fund Revenue (100% Collections)
City of Lubbock	$0.492110	105,858,251	172,262,889	66,404,638	$ 326,784
Lubbock County	0.346477	105,858,251	172,358,089	66,499,838	230,407
Lubbock County Hospital District	0.119190	105,858,251	172,358,089	66,499,838	79,261
High Plains Underground Water Conservation District #1	0.007540	105,858,251	172,358,089	66,499,838	5,014
Total Fund Revenue					**$ 641,466**

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Performance Report

The Board and the City Council are operating with the Fourth Amended Project and Finance Plans approved by the Board on August 25, 2009 and approved by the City Council on September 24, 2009. The Plans outline the financial strategy to accomplish the goal of the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future. The Project Plan describes the types of projects anticipated to occur in the district.

Revenues

In FY 2011-12, the Zone received $556,185 in revenues for value earned in 2011. Any variance in the actual amount from the amount reported in the FY 2010-11 Annual Report can be attributed to uncollected taxes and/or exemptions. The Zone received $1.19 million of the $1.5 million Economic Development Administration grant awarded May 28, 2010 for the underground utilities project, and also earned $3,383 in interest during FY 2011-12.

Expenditures and Projects

The City Council has issued two series of Certificates of Obligation to fund public improvement projects for the Zone. The principal amount of Certificates of Obligation is as follows:

January 2, 2010	$	247,564
March 15, 2011		1,404,380

All expenditures are as defined in the Texas Tax Increment Finance Act Section 311.002(1): Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations.

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Central Business District TIF Expenditures

	FY 2011-12*	Expenditures To-Date
Capital Projects		
Public Utility Engineering and Coordination	$ 70,670	222,148
Undergroujnd Utilities	1,903	1,903
EDA Grant	1,821,215	1,821,215
Total Capital Project Expenditures	1,893,788	2,045,267
Administrative/Bond Issuance Expenditures		
Administrative		
Administrative Costs	45,027	163,548
Office Supplies	1,457	2,590
Professional Services	3,832	32,682
LCAD Collections Charges	1,994	15,207
Subtotal Adminstrative Expenses	52,311	214,027
Special Projects		
Downtown Redevelopment Plan	-	100,000
Schrader & Cline - Project and Finance Plan	-	75,547
Civic Lubbock Guitar Project	-	8,500
Fiber Optic Line Relocation	-	25,254
SGS Engineering	-	8,396
McDougal Master Development Agreement	354,000	1,365,552
ROW Acquisition - GGB & Avenue Q	-	342,619
Misc. Projects	3,001	37,631
Subtotal Special Projects	357,001	1,963,498
Bond Sale Charges	-	14,493
Capital Outlay	-	58,101
Total Expenditures	409,312	2,250,118
Transfer to Debt Service	**$ 134,739**	**152,533**

* Unaudited

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

CENTRAL BUSINESS DISTRICT TIF			
FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2012-13	55,638.18	74,059.47	129,697.64
2013-14	57,948.61	71,739.35	129,687.97
2014-15	60,580.34	69,065.61	129,645.95
2015-16	63,573.02	66,062.12	129,635.13
2016-17	66,536.99	63,145.05	129,682.04
2017-18	69,569.32	60,134.26	129,703.59
2018-19	72,553.82	57,126.38	129,680.20
2019-20	75,411.16	54,284.39	129,695.55
2020-21	78,755.21	50,976.85	129,732.07
2021-22	82,517.62	47,172.36	129,689.99
2022-23	86,542.53	43,165.74	129,708.26
2023-24	90,751.99	38,945.49	129,697.49
2024-25	95,243.09	34,478.73	129,721.82
2025-26	99,947.45	29,756.95	129,704.40
2026-27	104,904.74	24,799.92	129,704.66
2027-28	110,124.52	19,595.03	129,719.55
2028-29	115,528.87	14,131.39	129,660.26
2029-30	121,264.07	8,396.39	129,660.46
2030-31	109,180.23	2,729.51	111,909.74
2031-32	-	-	-
2032-33	-	-	-
2033-34	-	-	-
2034-35	-	-	-
	$ 1,616,571.78	**829,765.00**	**2,446,336.78**

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Board of Directors

The Zone consists of one representative from each of the jurisdictions that levy taxes within the zone and representatives appointed by the municipality. In establishing the Board, the City Council specified nine members with five members appointed by the City Council. City Council appointed Board representatives must be qualified voters of the municipality or at least 18 years of age. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Council Appointee: Robert Taylor, Chair
United Supermarkets – Corporate Office
Term: 1/01/12 – 1/01/14

Council Appointee: Tony Cardinal
Cardinal Sports
Term: 1/27/11 – 1/01/13

Council Appointee: Mike Davis
Watson Sysco Foods
Term: 1/27/11 – 1/01/13

Council Appointee: Dan Pope
Benchmark Business Solutions
Term: 8/23/12 – 1/01/14

Council Appointee: Brent Noble
Service Title
Term: 1/01/12 – 1/01/14

Lubbock Independent School District Appointee:
Berhl Robertson, Assistant Superintendent

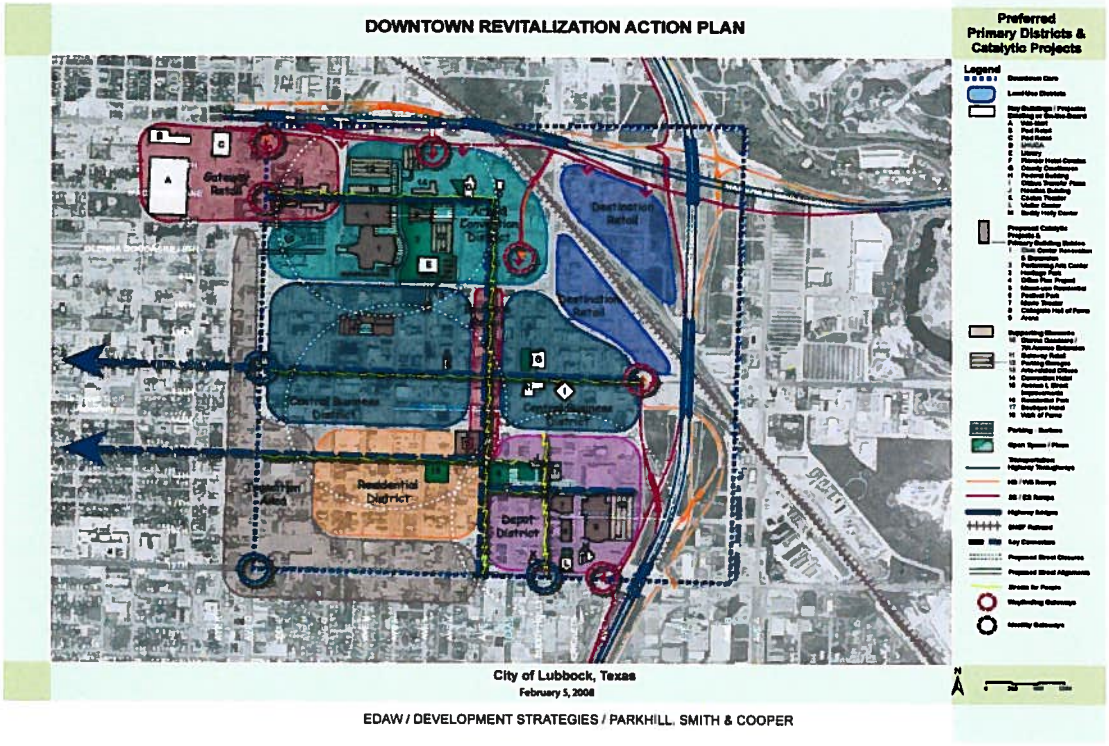
High Plains Underground Water Conservation District Appointee:
Jim Conkwright, Manager; Designee: Sherry Stephens

Lubbock County Hospital District Appointee and Designee:
David Allison, Chief Executive Office; Designee: Jeff Dane

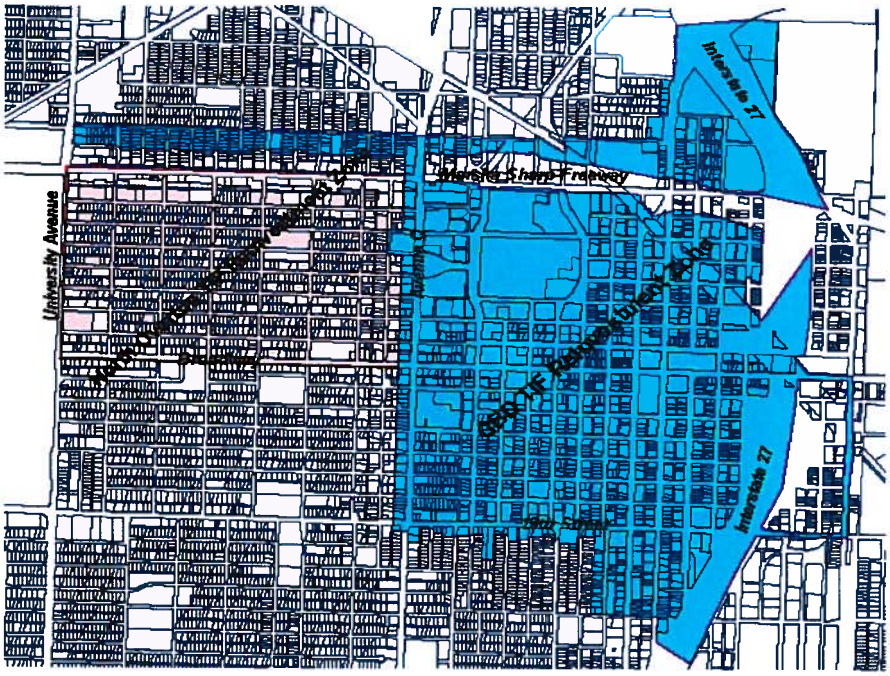
Lubbock County Commissioners Court Appointee:
Honorable Tom Head, County Judge

City of Lubbock, TX
Central Business District
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

CBD TIF Preferred Plan



Reinvestment Zone Boundary Map



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

Meeting Date: 01/31/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011, through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Item Summary

The City Council created the North Overton Tax Increment Finance Reinvestment Zone (Zone) and appointed the Zone Board on March 14, 2002. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a tax increment finance zone. The report must be provided within 150 days of the end of the City's fiscal year and a copy must also be sent to the Comptroller's Office.

The Texas Tax Increment Finance Act specifies that the report must include:
• Amount and source of revenue in the tax increment fund established for the zone,
• Amount and purpose of expenditures from the fund,
• Amount of principal and interest due on outstanding bonded indebtedness,
• Tax increment base and current captured appraised value retained by the zone,
• Captured appraised value shared by the City and other taxing units,
• Total amount of tax increments received, and
• Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

Staff prepared the 2012 annual report, which includes all of the information required by the above statute, and submitted it to the North Overton TIF Board of Directors (Board) for approval. A summary of the information included in the report follows:

For the year ended September 30, 2012, the Zone received $2,355,152 in property tax revenues. The Zone received $381,730 in hotel motel tax revenue and $78,830 in revenue from the one percent of net room revenue for debt service on the conference center. The Zone also received $500,000 in grant funds from the CH Foundation and earned $616 in interest.

Expenses in 2012 included $39,980 in administrative costs and $3,224,513 that was transferred to debt service. Capital project expenditures in the Zone for FY 2011-12 were $528,689 and life-to-date expenditures total $51.1 million.

The City of Lubbock has issued bonds for the Zone capital projects in the amount of $40.2 million. These capital projects include sewer, water, electric, streets, and landscaping in the parkway.

The Zone appraised value increased to $311,515,736 in 2012, an increase of $16.2 million, with a current captured

appraised value of $284,575,132. The current captured appraised value is the total value after the base year value is subtracted. The total tax increment to be received by the Zone for Tax Year 2012 is projected to be $2,746,203 from all taxing jurisdictions.

The Board approved the report at their December 19, 2012, meeting and submit it to the City Council for approval.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution & North Overton TIF Annual Report

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 the North Overton Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011 through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the North Overton Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas. Said Annual Report is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock
Budget Director

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

Lc: city att/Linda/Res-NO TIF Annual Report 2012
November 20, 2012



North Overton Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2011 - September 30, 2012

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Table of Contents

Introduction 2
Financial Report 3
Appraised Values 3
Tax Increment Fund Revenue 3
Performance Report 4
Board of Directors 7
Maps 8

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Introduction

The Lubbock City Council established the North Overton Tax Increment Financing Reinvestment Zone (Zone) by ordinance on March 14, 2002 to promote the development of the North Overton area. The Zone was initiated by a petition of owners of more than 50% of the appraised value of land in the Zone. The petition was received on October 31, 2001. The Zone was enacted after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing for public comments on the creation of the Zone.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided within 150 days of the end of the City's fiscal year (September 30), and a copy must be sent to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- ❑ Amount and source of revenue in the Tax Increment Fund established for the Zone,
- ❑ Amount and purpose of expenditures from the Fund,
- ❑ Amount of principal and interest due on outstanding bonded indebtedness,
- ❑ Tax increment base and current captured appraised value retained by the Zone,
- ❑ Captured appraised value shared by the City and other taxing units,
- ❑ Total amount of tax increments received, and
- ❑ Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 31, 2013 upon the recommendation of the North Overton Tax Increment Financing Reinvestment Zone Board of Directors (Board) on December 19, 2012.

Glen C. Robertson, Mayor
City of Lubbock

Jack Driskill, Chairman
North Overton TIF Board of Directors

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Financial Report

As set by the Lubbock Central Appraisal District (LCAD), the appraised value of the Zone increased $284,575,132 in value since the 2002 base year for each taxing jurisdiction. However, exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2012 Appraised Value (before abatements and exemptions)	$ 311,515,736
Less: 2002 Base Value	26,940,604
Current Captured Appraised Value Retained and Shared (before abatements)*	$ 284,575,132

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction	2012 Tax Rate	2002 Appraised Value	2012 Net Taxable Value	2012 Incremental Net Taxable Value	Projected TIF Fund Revenue (100% Collection)
City of Lubbock	$0.49211	26,940,604	311,422,236	284,481,632	$ 1,399,963
Lubbock County	0.346477	26,940,604	311,433,236	284,492,632	985,702
Lubbock County Hospital District	0.119190	26,940,604	311,433,236	284,492,632	339,087
High Plains Underground Water Conservation District #1	0.007540	26,940,604	311,433,236	284,492,632	21,451
Total Fund Revenue					$ 2,746,203

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Performance Report

The Board and City Council are operating with the Fifth Amended Project and Finance Plans approved by the Board on December 10, 2009 and approved by the City Council on February 25, 2010. The Plans outline the financial strategy to accomplish the goal of the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future and the potential project financing that revenue may support. The Project Plan describes the types of projects anticipated to occur in the Zone.

Revenues
For the year ended September 30, 2012, the Zone received $2,355,152 in property tax revenues for the 2011 tax year. Any variance in the actual amount from the amount reported in the FY 2010-11 Annual Report can be attributed to uncollected taxes and/or exemptions. The Zone received $381,730 in hotel motel tax revenue for debt service on the conference center and $78,830 in revenue from the one percent of net revenue from the Overton Hotel. The Zone also received $40 in base rent, $500,000 in grant funds from the CH Foundation and earned $616 in interest.

Expenditures and Projects
The City Council has issued eight series of Certificates of Obligation to fund public improvement projects for the Zone. They were issued as follows:

July 15, 2003	$ 3,795,000
August 15, 2005	9,290,000
April, 15, 2006	6,307,749
August 15, 2007	4,111,341
January 17, 2008	11,805,000
May 23, 2008	1,943,758
April 8, 2009	961,386
January 20, 2010	1,982,958

All expenditures are made as defined in the Texas Tax Increment Finance Act Section 311.002(1): "Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality or county establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations."

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

North Overton TIF Expenditures

	FY 2011-12*	Expenditures To Date
Capital Projects		
North Overton Phase 1	$ -	909,192
The Centre, Phase 1 Project	-	1,959,363
Dinerstein II, Phase 1 Project	-	1,581,407
Tract #3	-	1,158,251
Tract #5	-	1,004,141
Tract #6	-	526,414
Tract #7	-	904,271
Dinerstein III	-	1,022,627
Walmart	-	2,521,914
Tract 11 - Condo I	-	163,364
Tract 12 - Condo II	-	215,690
Single Family	-	4,986,859
Pioneer Park Improvements	-	8,268
North Overton TIF Public Facilities**	500,000	22,652,438
Tract 1A	-	84,411
ROW Acquire Glenna Goodacre Blvd.	-	3,253,991
Tract 1B	-	124,633
Tract 18 Commercial	-	762,433
ULOFT	-	86,049
Tract 1-B-3	-	68,867
Glenna Goodacre Blvd. East	-	2,973,448
Water Utilities North Overton TIF	-	148,910
North Overton TIF Electric Utility	-	322,374
Capstone	-	2,312,571
Wastewater Utilities North Overton TIF	-	125,574
North Overton TIF Street Reconstruction	-	871,062
Landscaping in the Parkway	-	89,281
North Overton TIF Public Improvements	28,689	214,029
Total Capital Project Expenditures	$ 528,689	51,051,833
Administrative/Bond Issuance Expenditures		
Current Administrative		
Administrative Costs	$ 30,025	226,526
Office Supplies	1,258	2,341
Professional Services	4,371	53,457
LCAD Collections Charges	1,606	9,888
North Overton Zoning		14,194
North Overton TIF Creation		45,312
North Overton TIF Board Administration		8,154
Total Administrative Expenditures	37,260	359,872
Interest Expense	2,719	326,359
Bond Sale Charges	-	260,812
Capital Outlay	-	31,539
Total Expenditures	$ 39,980	978,581
Transfer to Debt Service	$ 3,224,513	14,481,468

** This project is funded with $11.4 million in bonds and $11 million in grants from the CH Foundation and the Moody Foundation

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

* Unaudited

CITY OF LUBBOCK, TEXAS

DEBT SERVICE SCHEDULE

ALL CERTIFICATES & BOND ISSUES

TIF ALLOCATIONS

FISCAL YEAR	PRINCIPAL	INTEREST	TOTAL REQUIREMENTS
2012-13	1,625,817.48	1,623,280.11	3,249,097.59
2013-14	1,700,950.97	1,545,354.39	3,246,305.36
2014-15	1,772,701.05	1,461,932.38	3,234,633.43
2015-16	1,865,045.56	1,372,974.73	3,238,020.29
2016-17	1,953,607.05	1,283,783.75	3,237,390.80
2017-18	2,038,737.91	1,191,700.12	3,230,438.04
2018-19	2,140,035.86	1,092,014.29	3,232,050.15
2019-20	2,252,690.93	981,193.05	3,233,883.98
2020-21	2,363,593.16	862,801.73	3,226,394.88
2021-22	2,492,703.05	736,272.28	3,228,975.33
2022-23	2,638,225.66	600,186.04	3,238,411.71
2023-24	2,781,805.79	454,554.33	3,236,360.12
2024-25	2,653,129.98	310,233.82	2,963,363.80
2025-26	2,067,221.31	183,261.88	2,250,483.19
2026-27	1,664,283.61	78,160.32	1,742,443.93
2027-28	350,513.40	22,425.73	372,939.13
2028-29	207,592.55	9,874.55	217,467.11
2029-30	137,709.57	2,699.66	140,409.23
2030-31	-	-	-
2031-32	-	-	-
2032-33	-	-	-
2033-34	-	-	-
2034-35	-	-	-
	$ 32,706,364.91	**13,812,703.17**	**46,519,068.09**

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Board of Directors

Because the Zone was initiated by a petition of the property owners, by statute the board must consist of nine members. The City Council appoints six board members, who must be at least 18 years of age and owners, or a representative of owners, of real property in the Zone or employees or agents of someone who owns property in the Zone. The State Senator and State Representative for the Zone, or their designees, are also board members, as is the representative of Lubbock County. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

City Council Representative: Jack Driskill, Chair
McWhorter Cobb & Johnson LLP
Term: 03/01/12 – 03/01/14

City Council Representative: Kent Moore
Blue Monkey/Leonards
Term: 03/01/12 – 03/01/14

City Council Representative: Stan Mayfield
City Bank
Term: 03/01/11 – 03/01/13

City Council Representative: Patrick Murfee, Vice-Chair
Murfee and Sons, Inc. Realtors
Term: 03/01/12 – 03/01/14

City Council Representative: Don Rushing
Lubbock Commercial Building
Term: 03/01/11 – 03/01/13

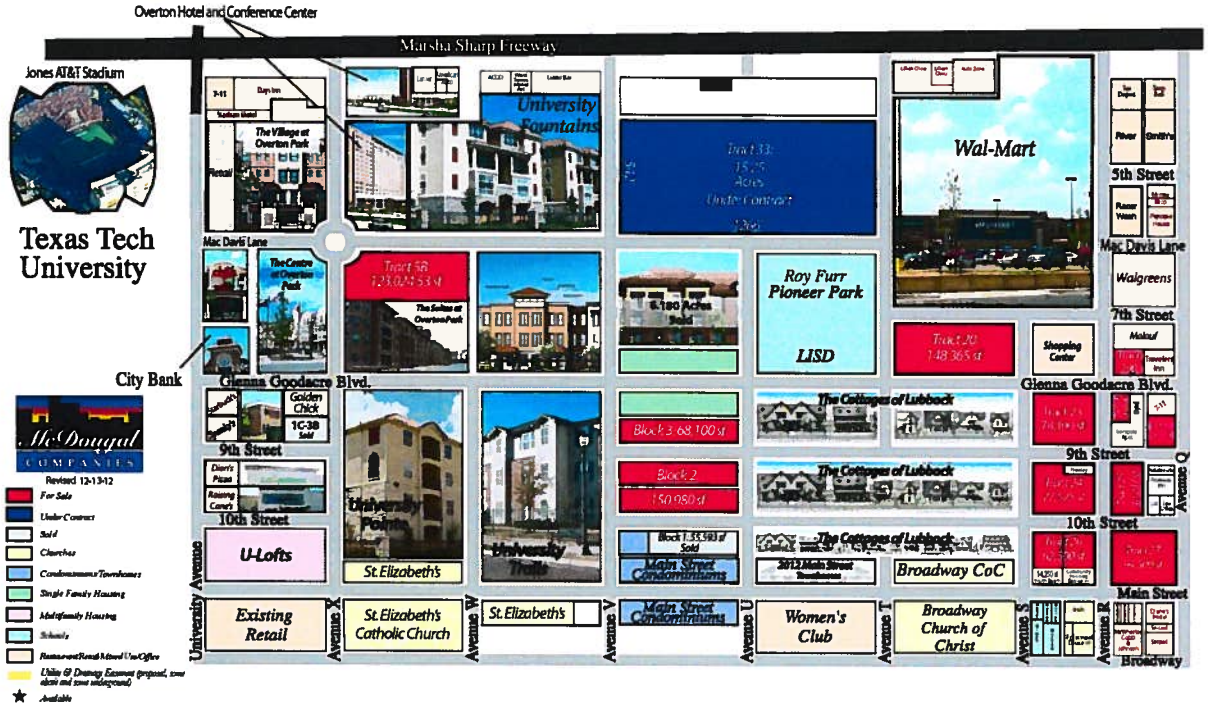
City Council Representative: Howard Thrash
H. G. Thrash
Term: 03/01/11 – 03/01/13

State Representative and Designee:
Honorable Robert Duncan, State Senator
Debbie Hansard, Designee

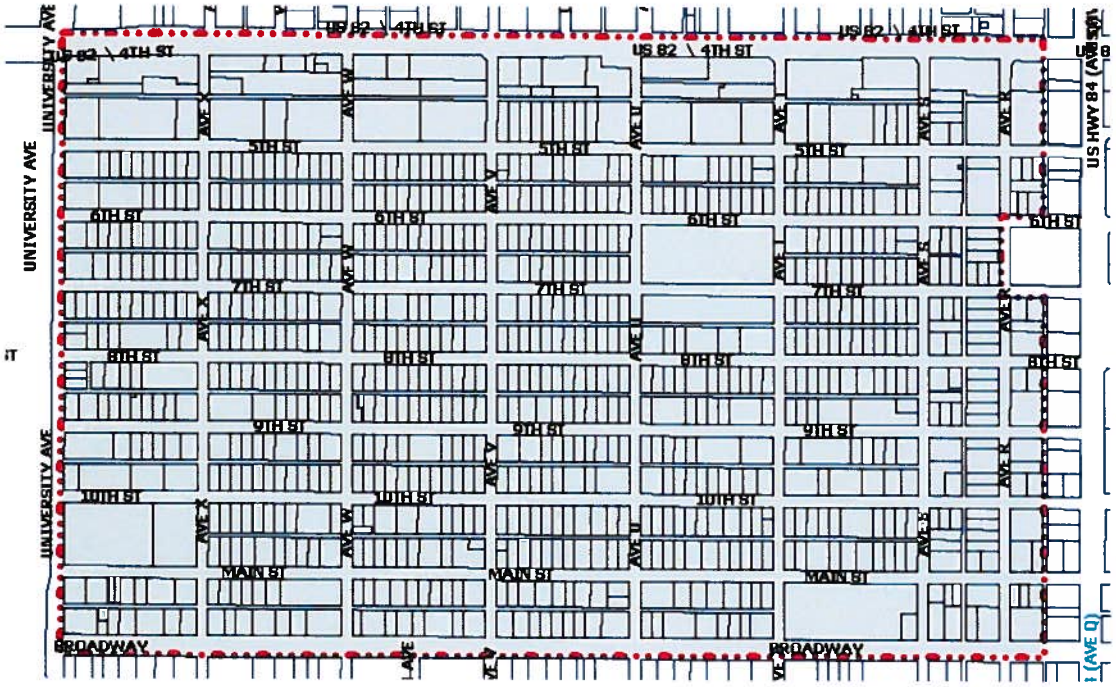
State Representative:
Honorable John Frullo, State Representative

City of Lubbock, TX
North Overton
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012
Lubbock County Representative:
Gilbert Flores, Lubbock County Commissioners Appointee

Overton Park Master Plan



Reinvestment Zone Boundary Map



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

Meeting Date: 01/31/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock the Lubbock Business Park (LBP) Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011, through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the LBP Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas.

Item Summary

The City Council created the Lubbock Business Park Tax Increment Finance Reinvestment Zone (Zone) on December 16, 2009, and appointed the Zone Board on January 14, 2010. According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a tax increment finance zone. The report must be provided within 150 days of the end of the City's fiscal year and a copy must also be sent to the Comptroller's Office.

The Texas Tax Increment Finance Act specifies that the report must include:
• Amount and source of revenue in the tax increment fund established for the zone,
• Amount and purpose of expenditures from the fund,
• Amount of principal and interest due on outstanding bonded indebtedness,
• Tax increment base and current captured appraised value retained by the zone,
• Captured appraised value shared by the City and other taxing units,
• Total amount of tax increments received, and
• Any additional information necessary to demonstrate compliance with the tax increment financing plan adopted by the City.

Staff prepared the 2012 annual report, which includes all of the information required by the above statute. A summary of the information included in the report is as follows:

For the year ended September 30, 2012, the Zone received $237,436 in property tax revenues and $279 in interest earned.

Expenses in FY 2011-12 included $13,711 in administrative costs and supplies. There were no capital project costs.

The Zone appraised value increased to $44,041,389 in 2012 with a current captured appraised value of $27,031,355. The current captured appraised value is the total value after the base year value is subtracted. The total tax increment to be received by the Zone for 2012 is projected to be $260,938 from all taxing jurisdictions.

The Board approved the report at their December 20, 2012, meeting and submit it to the City Council for approval.

Fiscal Impact

None.

Staff/Board Recommending
Cheryl Brock, Budget Director

Attachments

Resolution & LBP Annual Report

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 the Lubbock Business Park Tax Increment Financing Reinvestment Zone Annual Report for October 1, 2011 through September 30, 2012, which will be distributed to the chief executive officer of each taxing unit levying taxes within the Lubbock Business Park Tax Increment Financing Reinvestment Zone, and to the Comptroller of the State of Texas. Said Annual Report is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Budget Director

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

Lc: city att/Linda/Res-LBPTIF Annual Report 2012
November 20, 2012



Lubbock Business Park Tax Increment Financing Reinvestment Zone

Annual Report

October 1, 2011 - September 30, 2012

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Table of Contents

Introduction 2
Financial Report 3
Appraised Values 3
Tax Increment Fund Revenue 3
Performance Report 4
Board of Directors 5
Master Plan 6
Boundary Map 7

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Introduction

The Lubbock City Council established the Lubbock Business Park Tax Increment Financing Reinvestment Zone (Zone) by ordinance on December 16, 2009 to promote the development of the Lubbock Business Park. The Zone was enacted after written notice and formal presentations to the governing body of each taxing unit that levies real taxes in the Zone, and after a properly advertised public hearing for public comments on the creation of the Zone.

According to the Texas Tax Increment Finance Act Section 311.016, the City must submit an annual report to the chief executive officer of each taxing unit that levies taxes on property within a zone. The report must be provided within 150 days of the end of the City's fiscal year (September 30), and a copy must be sent to the Texas Comptroller of Public Accounts.

The Texas Tax Increment Finance Act specifies that the report must include:

- ❑ Amount and source of revenue in the Tax Increment Fund (Fund) established for the Zone,
- ❑ Amount and purpose of expenditures from the Fund,
- ❑ Amount of principal and interest due on outstanding bonded indebtedness,
- ❑ Tax increment base and current captured appraised taxable value retained by the Zone,
- ❑ Captured appraised taxable value shared by the City and other taxing units,
- ❑ Total amount of tax increments received, and
- ❑ Any additional information necessary to demonstrate compliance with the Tax Increment Financing Plan adopted by the City.

Distribution of this annual report was approved by resolution of the City Council on January 31, 2013 upon the recommendation of the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors (Board) on December 20, 2012.

Glen C. Robertson, Mayor
City of Lubbock

Sandy Henry
Lubbock Business Park TIF Board of Directors

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Financial Report

The net taxable value of the Zone is $27,441,841 for each taxing jurisdiction, an increase of $27,031,355 over the 2009 base year. Exemptions and abatements by the City and other taxing jurisdictions lower the net taxable amount available to the Tax Increment Fund as indicated on this page.

Appraised Values

Zone 2012 Appraised Value	$ 44,041,389
Zone 2012 Net Taxable Value	27,441,841
Less: 2009 Base Value	410,486
Current Captured Net Taxable Value Retained and Shared *	$ 27,031,355

*The captured appraised value of taxable real property is the total appraised value of all real property taxable by the taxing unit and located in a reinvestment zone for that year, less the tax increment base of the taxing unit. Texas Tax Increment Finance Act Section 311.012(b).

Tax Increment Fund Revenue

Taxing Jurisdiction	2012 Tax Rate	2009 Taxable Value	2012 Net Taxable Value	2012 Incremental Net Taxable Value	Projected TIF Fund Revenue (100% Collection)
City of Lubbock	$0.492110	410,486	27,441,841	27,031,355	133,024
Lubbock County	0.346477	410,486	27,441,841	27,031,355	93,657
Lubbock County Hospital District	0.119190	410,486	27,441,841	27,031,355	32,219
High Plains Underground Water Conservation District #1	0.007540	410,486	27,441,841	27,031,355	2,038
Total Fund Revenue					$ 260,938

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Performance Report

The Board and the City Council are operating with the Project and Finance Plans approved by the Board on December 10, 2010 and approved by the City Council on January 27, 2011. The Project Plan describes the types of projects anticipated to occur in the Zone. The Financing Plan provides projections of the amount of revenue that may be received in the future and how that revenue will be used to support potential projects.

Revenues
In FY 2011-12, the Zone received $237,436 in revenues for value earned in 2011, and $279 in interest earned. Any variance to the actual amount from the amount reported in the FY 2010-11 Annual Report can be attributed to uncollected taxes and/or exemptions.

Expenditures and Projects
There is no bonded indebtedness. The expenditures incurred in FY 2011-12 are:

	FY 2011-12 Actual	Life-to-Date Actual
Administrative Expenses		
Office Supplies	$ 74	306
Administrative cost	11,052	13,881
Professional Services	2,566	5,167
Interest Expense	0	0
LCAD Collection Charge	19	39
Total	$ 13,711	19,393

All expenditures are as defined in the Texas Tax Increment Finance Act Section 311.002(1): "Project costs means the expenditures made or estimated to be made and monetary obligations incurred or estimated to be incurred by the municipality establishing a reinvestment zone that are listed in the project plan as costs of public works or public improvements in the zone, plus other costs incidental to those expenditures and obligations."

City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Board of Directors

The Zone consists of one representative from each of the jurisdictions that levy taxes within the zone and representatives appointed by the City. In establishing the Board, the City Council specified nine members with five members appointed by the City Council. City Council appointed Board representatives must be qualified voters of the City and at least 18 years of age. The Board is responsible for administering the Zone throughout its life span and for recommending projects to be financed with the approval of the City Council.

Council Appointee: Sandy Henry, Chair
Science Spectrum
Term: 3/25/10 – 1/01/13

Council Appointee: Kenny McKay
Lubbock Economic Development Alliance
Term: 1/14/10 – 1/01/13

Council Appointee: Les Gillit
Standard Sales
Term: 3/25/10 – 1/01/13

Council Appointee: David Sharbutt
Investor
Term: 1/1/12 – 1/01/14

Council Appointee: Tony Whitehead
American State Bank
Term: 1/1/12 – 1/01/14

Lubbock Independent School District Appointee:
Dr. Berhl Roberson, Chief Administrative Officer

High Plains Underground Water Conservation District Appointee and Designee:
Jim Conkwright, Manager Designee: Sherry Stephens

Lubbock County Hospital District Appointee and Designee:
David Allison, Chief Executive Office Designee: Jeff Dane

Lubbock County Commissioners Court Appointee:
Honorable Mark Heinrich, County Commissioner

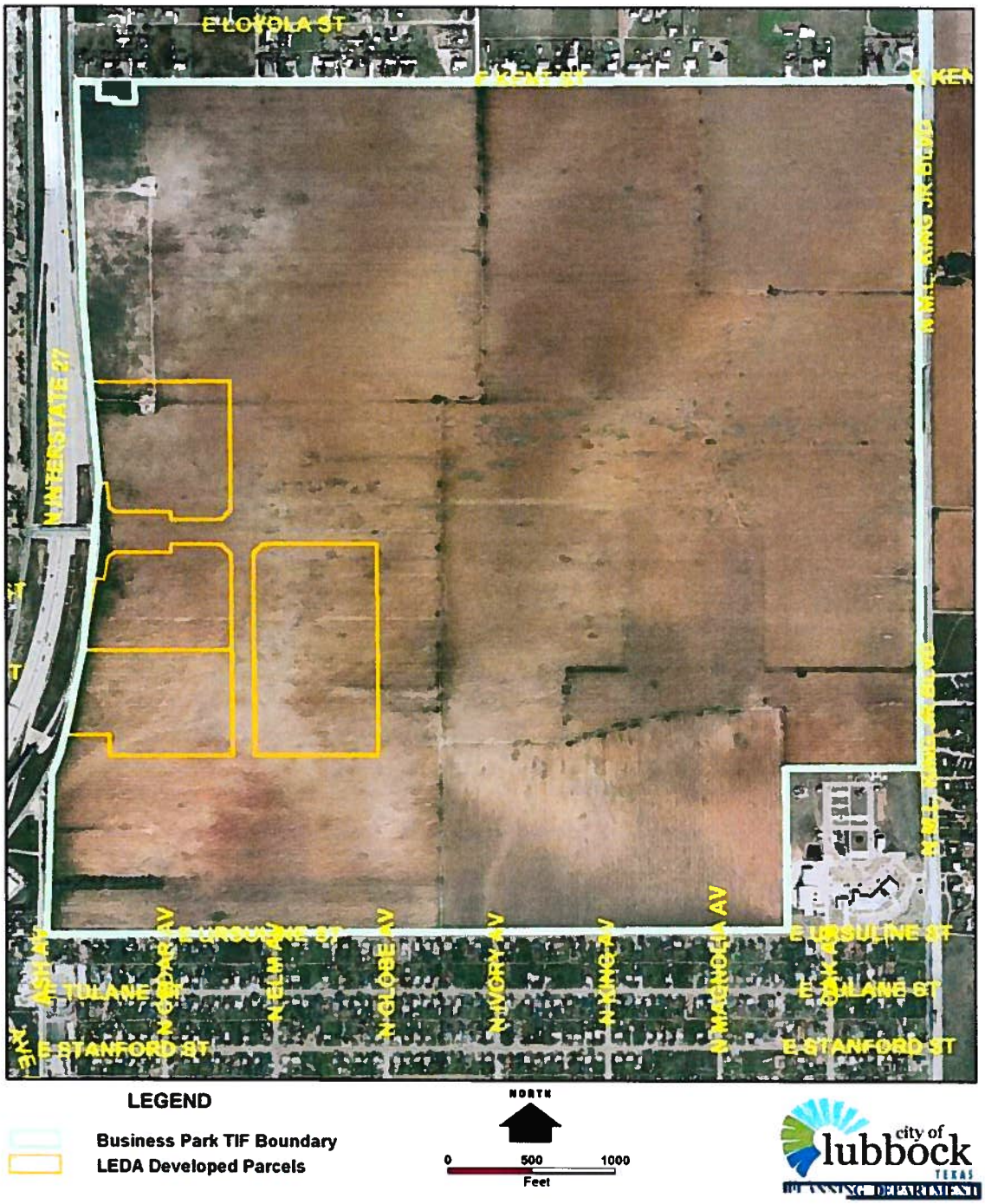
City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Lubbock Business Park Master Plan



City of Lubbock, TX
Lubbock Business Park
Tax Increment Financing Reinvestment Zone
Annual Report
October 1, 2011 – September 30, 2012

Reinvestment Zone Boundary Map



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

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution – Public Works Water: Consider a resolution authorizing the Mayor to execute purchase order Contract 11129 with Master Meter, Inc. and Contract 11161 with K.W. Sharp, Inc. for water meters, ITB 13-11129-DG.

Item Summary

The two contracts are for annual pricing for the purchase of multi-jet and compound water meters. The new water meters will replace meters that have been in service for more than 10 years and for meters that are no longer accurately accounting for water sold. The new meters will also be used for water taps for new construction.

A bid tabulation is provided.

Staff recommends contract award of Items 1, 2, 3, and 4 shown on the bid tabulation to Master Meter, Inc., of Mansfield, Texas, for $205,927, and contract award of Items 5, 6, and 7 shown on the bid tabulation to K.W. Sharp, Inc., of Lubbock, Texas, for $39,492.

Fiscal Impact

$3,305,000 is appropriated in Capital Improvement Project 91049, Water Meter Replacement, with $245,419 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Master Meter
Resolution & Contract - KW Sharp
Bid Tabulation
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, Contract No. 11129 for Multi Jet Meters annual pricing, by and between the City of Lubbock and Master Meters, Inc., of Mansfield, 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:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Master Meters, Inc.
January 16, 2013

CONTRACT NO. 11129

CITY OF LUBBOCK, TX
CONTRACT FOR
Multi Jet and Compound Water Meters Annual Pricing

THIS CONTRACT made and entered into this **31st** day of **January, 2013**, by and between the City of Lubbock ("City"), and **Master Meters, Inc.** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Multi Jet and Compound Water Meters Annual Pricing** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Multi Jet and Compound Water Meters Annual Pricing**.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Multi Jet and Compound Water Meters Annual Pricing** and more specifically referred to as Items 1 – 4 on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of **one (1) year, with the option of two (2), one (1) year extensions**, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

7. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in

a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

8. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
9. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11129-DG, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed, PE, Chief Operating Officer

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

RONNIE VEACH

Print Name

101 REGENCY PKWY

Address

MANSFIELD, TX 76063

City, State, Zip Code

SPECIFICATIONS

GENERAL INFORMATION FOR BIDDERS

COLD WATER METERS 5/8 x 3/4" through 2" MULTIJET TYPE

1. The American Water Work Association standard C708-11 adopted in whole by the City of Lubbock Water Utilities Department, except where noted in the specifications for 5/8X3/4 inch through 2 inch Multi-Jet meters.

2. At the time a vendor submits the bid; they shall provide an affidavit of compliance for each type or brand of meter bid. The affidavit of compliance from the manufacturer shall state that the proposed meter(s) meet the technical requirements of AWWA Standard C708-11 and the requirements of this document.

3. The vendor shall submit with the bid:

   A. Current price list for replacement parts.

   B. The manufacturer's warranty

   C. Bid should include pricing for meter repair parts or repair kits.

4. Proposed meter descriptions submitted by vendors prior to award (as per paragraph 2) will be reviewed by the Director of Water Utilities, Metering and Customer Service Supervisor, Meter Repair Foreman and the Purchasing Manager to determine if the meter meets the requirement of the specifications. Any meter not previously evaluated through shop and field tests for one year by the City of Lubbock shall be rejected.

5. Any meter that does not meet the requirements of AWWA C708-11 standard and the City of Lubbock's supplementary requirements in this document shall be rejected.

6. All meters submitted for shop or field test prior to the bid award shall be free of charge to the City of Lubbock and becomes the property of the City of Lubbock.

7. Basis for Rejection

   Meters not complying with all requirements of AWWA C708-11 and the City of Lubbock specifications shall be rejected.

8. Rejected meters: If the award is given to a vendor whose meters meets specification at the time of the award and fail to remain in specification throughout the contract, then, the manufacturer shall replace all meters rejected for failure to comply with these specifications.

9. Workmanship and materials: The manufacturer shall replace, without charge, those parts in which defects have developed within five years of shipment. This shall be done on the return of the defective parts to the manufacturer or on proof of a defect; however, this warranty shall not apply if the meter has been modified with replacement parts not made by the manufacturer of the meter. The manufacturer / supplier shall bear all cost for returned meters.

CITY OF LUBBOCK SPECIFICATIONS COLD-WATER METERS

5/8 X 3/4 INCH through 2 INCH MULTI-JET METERS

SECTION 1: GENERAL

Sec. 1.1 Scope

AS STATED IN AWWA STANDARD C708-11

Sec. 1.2 Purpose

AS STATED IN AWWA STANDARD C708-11

Sec. 1.3 Application

SEE GENERAL INFORMATION FOR BIDDERS

SECTION 2: REFERENCES

AS STATED IN AWWA C708-11 AND ACCORDING TO THE SPECIFICATION REQUIREMENTS FOR THE METER AS SPECIFIED BY THE CITY OF LUBBOCK.

SECTION 3: DEFINITIONS

As Stated in AWWA Standard C708-11

SECTION 4: MATERIALS

As Stated in AWWA C708-11 And According To The Specification Requirements For The Meter As Specified By The City Of Lubbock. All materials shall meet or exceed the NSF 61 Rule

4.1 Materials: As Stated in AWWA Standard C708-11

4.1.1 General: As Stated in AWWA Standard C708-11

4.1.1.1 Materials: As Stated In AWWA C708-11

4.1.2 Main Casing:

Main casing shall be made of either a copper alloy containing not less than 75 percent copper as listed in UNS C84400, UNS C83600, UNS C89520 or a similar copper alloy as listed in ASTM B584; or an austenitic stainless steel as listed in ASTM A351.

(Second Paragraph) AS STATED IN AWWA STANDARD C708-11

4.1.3 Register Box Ring and Lid:

Register box ring and lid shall be made of a copper alloy containing not less than 57percent copper such as UNS C85700 or UNS C86200; or a similar copper alloy, as listed in ASTM B584, or UNS C85800, as listed in ASTM B176; or a suitable engineering plastic, such as polycarbonate (PC) per ASTM D3935, polystyrene per ASTM D 4549, acetal per ASTM D4181, or nylon (N) per ASTM D4066.

Materials used in construction of register box rings and lids shall have sufficient dimensional stability to retain operating clearances at working temperatures of up to 105 F (40C) and shall not permanently warp or deform when exposed to temperatures of up to 150 F (66C) for 1 hr.

4.1.4 Measuring Cages or Chambers:

AS STATED IN AWWA STANDARD C708-11

4.1.5 Measuring Rotors:

AS STATED IN AWWA STANDARD C708-11

4.1.6 Rotor Spindles

AS STATED IN AWWA STANDARD C708-11

4.1.7 Register Gear Trains

Frames, gears, and pinions of intermediate gear trains exposed to water shall be made of a copper alloy containing not less than 85 percent copper, or of other suitable on corrosive metals, or of a suitable engineering plastic.

4.1.8 External-Case Closure Fasteners

AS STATED IN AWWA STANDARD C708-11

4.1.9 Coupling Tailpieces and Nuts

Non applicable.

4.1.10 Companion Flanges:

Non applicable.

4.1.11 Covers, Top or Bottom:

AS STATED IN AWWA STANDARD C708-11

4.1.11.1 Breakable (frost protection)

Non applicable

4.1.11.2 Non Applicable

SECTION 4.2: GENERAL DESIGN

4.2.1 Size

Meters 5/8X3/4 thru 2" inch shall be the threaded screw end type. As Shown Table 1 of AWWA STANDARD C708-11

4.2.2 Capacity

AS SHOWN IN TABLE 1, AWWA STANDARD C708-11 (U.S. GALLONS)

4.2.3 Length

AS SHOWN IN TABLE 2, AWWA STANDARD C708-11

4.2.4 Pressure Requirement

AS STATED IN AWWA STANDARD C708-11

4.2.5 Plastic meter pressure casing, cover, and bottom design.

AS STATED IN AWWA STANDARD C708-11

4.2.5.1 Yield strength

AS STATED IN AWWA STANDARD C708-11

4.2.5.2 Burst pressure

AS STATED IN AWWA STANDARD C708-11

4.2.6 Frost-protection Devices:

Non applicable

4.2.7 Accessibility:

AS STATED IN AWWA STANDARD C708-11

4.2.8 Registration Accuracy:

AS STATED IN AWWA STANDARD C708-11

4.2.8.1 Normal Flow Limits:

AS STATED IN AWWA STANDARD C708-11

4.2.8.2 Minimum Flow Rates:

AS STATED IN AWWA STANDARD C708-11

4.2.9 Calibration Adjustment:

AS STATED IN AWWA STANDARD C708-11

SECTION 4.3: DETAILED DESIGN

4.3.1 Main Case

AS STATED IN AWWA STANDARD C708-11

4.3.2 External-Case Fasteners and Seals:

AS STATED IN AWWA STANDARD C708-11

4.3.3 Connections

Main case connections for 11/2-in and 2-in meters shall be the threaded screw end type on both ends.

4.3.3.1 Casing Spuds:

AS STATED IN AWWA STANDARD C708-11

4.3.3.2 Casing Spuds For Larger Meters:

AS STATED IN AWWA STANDARD C708-11

4.3.3.3 Casing Flanges:

Non -Applicable

4.3.4 *Meter Coupling:* ***(Tail-Pieces)***

Not required in this specification.

4.3.5 Companion Flanges:

Not Applicable

4.3.6. Register:

Registers shall be straight reading and shall read in US gallons.

4.3.6.1 Register Type:

All register shall be of the dry type

4.3.6.1.1 Permanently Sealed Register:

The register shall be of the permanently sealed type.

4.3.6.1.2 Not Applicable

4.3.6.2 Number wheel Numerals:

The numeral on the number wheels of straight reading registers should not be less than 5/32 in height and should be readable at a 45^0 angle from the vertical.

4.3.6.3 : Maximum and Minimum Indications

AS STATED IN AWWA STANDARD C708-11

4.3.6.4 Test hands:

AS STATED IN AWWA STANDARD C708-11

4.3.6.5 ***4.3.6.5 through 4.3.6.6 AS STATED IN AWWA STANDARD C708-11***

4.3.7 Register Boxes:

The serial number provided by the City of Lubbock will be imprinted on the meter lid and meter body. The name of the manufacturer shall be permanently marked on the lid of the register box.

AS STATED IN AWWA STANDARD C708-11

4.3.8 AS STATED IN AWWA STANDARD C 705-11

4.3.9 Measuring Chambers or Cages:

AS STATED IN AWWA STANDARD C708-11

4.3.10 Strainers:

AS STATED IN AWWA STANDARD C708-11

4.3.11 Tamper-Resistant Features:

AS STATED IN AWWA STANDARD C705-11

SECTION 5: VERIFICATION

5.1 Meters not complying with all requirements of AWWA C708-11 and the City of Lubbock specifications shall be rejected. See also General Information for Bidders.

Rejected meters: If the award is given to a vendor whose meters meets specification at the time of the award and fail to remain in specification throughout the contract, then, the manufacturer shall replace all meters rejected for failure to comply with these specifications.

Workmanship and materials: The manufacturer shall replace, without charge, those parts in which defects have developed within five years of shipment. This shall be done on the return of the defective parts to the manufacturer or on proof of a defect; however, this warranty shall not apply if the meter has been modified with replacement parts not made by the manufacturer of the meter. The manufacturer/supplier shall bear all cost for returned meters.

SECTION 6: DELIVERY

6.1 Markings:

The meter size and direction of flow through the meter shall be marked on the permanently on the outer case. The serial number provided by the City of Lubbock shall be permanently marked on the outer case. (Also see 4.3.7 of this specification)

6.2 Packaging and Shipping

The total number of meters ordered must be delivered within 45 days of the notification of authorization to purchase or receipt of the Purchase order.

6.3 Affidavit of Compliance:

CITY OF LUBBOCK WATER UTILITIES DIVISION

GENERAL INFORMATION FOR BIDDERS

COLD-WATER METERS 3" THROUGH 6"

FISCAL YEAR 2012 - 2013

1. The American Water Work Association standard C702-10 adopted in whole by the City of Lubbock Water Utilities Department, except where noted in the specifications for 3" through 6" Meters. The specification is for dual body compound meters or approved equal. Approved equal shall meet or exceed the minimum and maximum flow range of the dual body compound.

2. At the time a vendor submits the bid, they shall provide an affidavit of compliance for each type or brand of meter bid. The affidavit of compliance from the manufacturer shall state that the proposed meter(s) meet the technical requirements of AWWA Standard C702-10 and the requirements of this document.

3. **The vendor shall submit with the bid:**

   A. Current price list for replacement parts.

   B. The manufacturer's warranty

   C. Bid should include pricing for meter repair parts or repair kits.

   D. All meters shall be bid with all accessories that will make the meter a complete unit and function as specified allowing the meters to be tested in whole or in part.

4. Proposed meter descriptions submitted by vendors prior to award (as per paragraph 2) will be reviewed by the Director of Water Utilities, Metering and Customer Service Supervisor, Meter Repair Foreman and the Purchasing Manager to determine if the meter meets the requirement of the specifications. Any meter not previously evaluated through shop and field tests for one year by the City of Lubbock shall be rejected.

5. Any meter that does not meet the requirements of AWWA C702-10 standard and the City of Lubbock's supplementary requirements in this document shall be rejected.

6. All meters submitted for shop or field test prior to the bid award shall be free of charge to the City of Lubbock and becomes the property of the City of Lubbock.

7. Basis for Rejection

   Meters not complying with all requirements of AWWA C702-10 and the City of Lubbock specifications shall be rejected. See also General Information for Bidders.

8. Rejected meters: If the award is given to a vendor whose meters meets specification at the time of the award and fail to remain in specification throughout the contract, then, the manufacturer shall replace all meters rejected for failure to comply with these specifications.

9. Workmanship and materials: The manufacturer shall replace, without charge, those parts in which defects have developed within two years of shipment. This shall be done on the return of the defective parts to the manufacturer or on proof of a defect; however, this warranty shall not apply if the meter has been modified with replacement parts not made by the manufacturer of the meter. The manufacturer/supplier shall bear all cost for returned meters.

CITY OF LUBBOCK SPECIFICATIONS COLD-WATER METERS – 3" through 6"

SECTION 1: GENERAL

Sec. 1.1 Scope

AS STATED IN AWWA STANDARD C702-10

Sec. 1.2 Purpose

AS STATED IN AWWA STANDARD C702-10

Sec. 1.3 Application

SEE GENERAL INFORMATION FOR BIDDERS

SECTION 2: REFERENCES

AS STATED IN AWWA C702-10 AND ACCORDING TO THE SPECIFICATION REQUIREMENTS FOR THE METER AS SPECIFIED BY THE CITY OF LUBBOCK.

SECTION 3: DEFINITIONS

As Stated in AWWA Standard C702-10

SECTION 4: Requirements

As Stated in AWWA C702-10 And According To The Specification Requirements For The Meter As Specified By The City Of Lubbock.

4.1 Materials

4.1.1 As Stated In AWWA C702-10

4.1.1.1 **As Stated In AWWA C702-10**

4.1.2 Meter And Strainer Main Casing:

As Stated in AWWA Standard C702-10

4.1.2.1 Strainer screen: AS STATED IN AWWA STANDARD C702-10

4.1.3 Register-Box Rings and Covers: Register-box rings and covers shall be made shall be made of a cast-copper alloy containing not less than 75 percent copper; forged or die-cast copper alloy containing not less than 57 percent copper such as UNS C85800 or a similar copper alloy as listed in ASTM b176; or suitable engineering plastic.

(Second Paragraph) AS STATED IN AWWA STANDARD C702-10

4.1.4 Measuring Cages or Chambers:

AS STATED IN AWWA STANDARD C702-10

4.1.5 Measuring Turbines and Discs

AS STATED IN AWWA STANDARD C702-10

4.1.6 Disc and Turbine Spindles

AS STATED IN AWWA STANDARD C702-10

4.1.7 Intermediate Gear Trains

Frames, gears, and pinions of intermediate gear trains exposed to water shall be made of a copper alloy containing not less than 85 percent copper, or of other suitable on corrosive metals, or of a suitable engineering plastic.

4.1.8 External Fasteners (Casing Bolts, Studs, Nuts, Screws, and Washers)

AS STATED IN AWWA STANDARD C702-10

4.1.9 Companion Flanges

Not-Applicable

4.1.10 Automatic Valves

The valve weights shall be of a copper alloy containing not less than 75 percent copper. The valve and supplemental hinge pins or spindles shall be of a copper alloy containing not less than 75 percent copper, or of stainless steel, or of monel; and all valve and supplemental weight-hinge bearings shall be bushed with hard rubber, or with bronze, or with other suitable bushing material. If the meter has a spring-loaded automatic valve, the valve design shall meet all applicable elements of the above standard requirements.

SECTION 4.2: GENERAL DESIGN

4.2.1 Size

As shown Table 1 of AWWA STANDARD C702-10

4.2.2 Capacity

AS SHOWN IN TABLE 1.1, AWWA STANDARD C702-10 (U.S. GALLONS)

4.2.3 Length

AS SHOWN IN TABLE 2, AWWA STANDARD C702-10

4.2.4 Pressure Requirement

AS STATED IN AWWA STANDARD C702-10

4.2.5 Interior Parts

AS STATED IN AWWA STANDARD C702-10

4.2.6 Registration Accuracy

AS STATED IN AWWA C702-10

4.2.6.1 Normal Flow Rate:

AS SHOWN IN TABLE 1 OF AWWA STANDARD C702-10 TO MEASURE IN U.S. GALLONS

4.2.6.2 Span of Change-Over flow Rate

AS SHOWN IN AWWA STANDARD 702-10 TO MEASURE IN U.S. GALLONS.

4.2.6.3 Minimum Test Flow Rate

AS SHOWN IN AWWA STANDARD C702-10 TO MEASURE IN U.S. GALLONS

SECTION 4.3: DETAILED DESIGN

4.3.1 Main Case

AS STATED IN AWWA STANDARD C702-10

4.3.2 External Case Screws, Bolts, Nuts, and Washers

AS STATED IN AWWA STANDARD C702-10

4.3.3 Main Case Connections

AS STATED IN AWWA STANDARD C702-10

4.3.3.1 2-in. Meters

N/A

4.3.3.2 AS STATED IN AWWA STANDARD C702-10

4.3.4 Companion Flanges

N/A

4.3.5 TAPPED BOSSES
N/A

4.3.6 Registers

Registers shall be straight reading subject to the limitations in this section and shall read in US gallons (gal). Except for those instances when test conditions require the use of a different register, the register shall be the same register that was on the meter when it was tested for accuracy. The City of Lubbock require meters to be capable of being equipped with a remote register that is of the pulse-generator, 4-20 milli-amp, interrogator or radio signal generation type to allow for future meter reading conversion.

4.3.6.1 Register Odometers:

AS STATED IN AWWA STANDARD C702-10

4.3.6.2 Mechanical Display-Type Register:

AS STATED IN AWWA STANDARD C702-10. (4.3.6.2 Thru 4.3.6.2.3)

4.3.6.3 Electronic Display Type Register:*

AS STATED IN AWWA STANDARD C702-10 (4.3.6.3 Through 4.3.6.3.2) (MEASURING IN U.S. GALLONS)

4.6.3.4 Coordinator Registers:

N/A

4.3.7 Register Boxes

The lid shall be recessed and shall overlap the register box to protect the lens. The lens shall be held securely in place. When the intermediate gear train is located in the register compartment, the register compartment shall be sealed. The City of Lubbock require meters to be capable of being equipped with a remote register that is of the pulse-generating, 4-20 milli-amp or radio signal generation type to allow future meter reading conversion.

4.3.8 Intermediate Gear Trains

AS STATED IN AWWA STANDARD C702-10

4.3.9 Measuring Chambers or Cages

AS STATED IN AWWA STANDARD C702-10

4.3.9.1 Bypass Chamber:

AS STATED IN AWWA STANDARD C702-10

4.3.10 Measuring Turbines:

AS STATED IN AWWA STANDARD C702-10

4.3.11 Magnetic Couplings

AS STATED IN AWWA STANDARD C702-10

4.3.12 Automatic Valves

AS STATED IN AWWA STANDARD C702-10

4.3.13 Bypass Meter

The bypass meter shall be that of a Multi-Jet meter and shall be the threaded screw end type on both ends.

4.3.14 Strainers

Meters shall be provided with strainers if required by the manufacture. Strainers shall be rigid, easily removable, without disturbing the connections to the pipeline, and have an effective straining area at least double that of the meter case inlets.

4.3.15 Tamper-Resistant Seals

AS STATED IN AWWA STANDARD C702-10

SECTION 5: VERIFICATION

5.1 Meters not complying with all requirements of AWWA C702-10 and the City of Lubbock specifications shall be rejected. See also General Information for Bidders.

Rejected meters: If the award is given to a vendor whose meters meets specification at the time of the award and fail to remain in specification throughout the contract, then, the manufacturer shall replace all meters rejected for failure to comply with these specifications.

Workmanship and materials: The manufacturer shall replace, without charge, those parts in which defects have developed within two years of shipment. This shall be done on the return of the defective parts to the manufacturer or on proof of a defect; however, this warranty shall not apply if the meter has been modified with replacement parts not made by the manufacturer of the meter. The manufacturer/supplier shall bear all cost for returned meter

SECTION 6: DELIVERY

6.1 Markings:

As stated in AWWA Standard C702-10

6.1.1 REGISTER BOXES

The serial number of the meter, provided by the City of Lubbock, shall be imprinted on the lid and meter body. The city of Lubbock will require all meter at the time of the bid opening to be certified as having the ability to be equipped digital and remote read-outs, utilizing at minimum switch closures. Meters that do not have this capability at the time of the bid opening shall be rejected.

6.2 Packaging and Shipping

The total number of meters ordered must be delivered within 45 days of the notification of authorization to purchase or receipt of the Purchase order.

BID FORM
Multi Jet and Compound Water Meters- Annual Pricing
City of Lubbock, Texas
ITB No. 13-11129-DG

In compliance with the **Invitation to Bid 13-11129-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11129-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	DESCRIPTION (Please see specifications)	QTY (More or Less)	U/M	UNIT COST*	EXTENDED COST	DELIVERY DAY ARO**
1.	5/8" x 3/4" inch Multi Jet Meters, with standard register, per spec A	2,000	EA	$ 45.49	$ 90,980.00	30
2.	1 Inch Multi Jet Meters, with standard register, per spec A	1,000	EA	$ 89.06	$ 89,060.00	30
3.	1.5 Inch Multi Jet Meters, with standard register, per spec A	50	EA	$ 194.08	$ 9,704.00	30
4.	2 Inch Multi Jet Meters, with standard register, per spec A	50	EA	$ 323.65	$ 16,182.50	30
			MANUFACTURER /MODEL		Master Meter $205,926.50	
~~5.~~	~~3 Inch Compound Water Meters, with standard register, per spec B~~	~~10~~	~~EA~~	~~$ 1,989.05~~	~~$ 19,890.50~~	~~30~~
~~6.~~	~~4 Inch Compound Water Meters, with standard register, per spec B~~	~~10~~	~~EA~~	~~$ 2,677.30~~	~~$ 26,773.00~~	~~30~~
~~7.~~	~~6 Inch Compound Water Meters, with standard register, per spec B~~	~~3~~	~~EA~~	~~$ 4,695.59~~	~~$ 14,086.77~~	~~30~~
			MANUFACTURER /MODEL		Master Meter	
				Overall Total	~~$ 266,676.77~~	

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

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

The City of Lubbock is seeking a Annual Pricing contract for Multi Jet and Compound Water Meters with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES X NO _____

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

THIS BID IS SUBMITTED BY Master Meter, Inc. a corporation organized under the laws of the State of Texas, or a partnership consisting of n/a or individual trading as n/a of the City of Mansfield, Texas

Firm: Master Meter, Inc.

Address: 101 Regency Parkway

City: Mansfield State: Texas Zip 76063

Bidder acknowledges receipt of the following addenda:

Addenda No. n/a Date _____
Addenda No. n/a Date _____
Addenda No. n/a Date _____
Addenda No. n/a Date _____

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

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

1. Name n/a and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____

4. Name _____ and Franchise Dealer's License No. _____
General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 1/8/2013
Authorized Representative - must sign by hand

Officer Name and Title: Jerry Potter, CEO/President
Please Print

Business Telephone Number 817-842-8000 FAX: 817-842-8100

E-mail Address: jpotter@mastermeter.com

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*: _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11161 for Compound Water Meters annual pricing, by and between the City of Lubbock and K.W. Sharp, 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-K.W. Sharp, Inc.
January 16, 2013

CONTRACT NO. 11161

CITY OF LUBBOCK, TX
CONTRACT FOR
Multi Jet and Compound Water Meters Annual Pricing

THIS CONTRACT made and entered into this **31st** day of **January, 2013**, by and between the City of Lubbock ("City"), and **KW Sharp, Inc.** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for **Multi Jet and Compound Water Meters Annual Pricing** and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said **Multi Jet and Compound Water Meters Annual Pricing**.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, **Multi Jet and Compound Water Meters Annual Pricing** and more specifically referred to as Items 5 – 7 on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of **one (1) year, with the option of two (2), one (1) year extensions**, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

7. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in

a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

8. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
9. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11129-DG, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed
Marsha Reed, PE, Chief Operating Officer

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY Mike Worthington
Authorized Representative

Mike Worthington
Print Name

4004 Ave
Address

Lubbock Tx 79404
City, State, Zip Code

SPECIFICATIONS

GENERAL INFORMATION FOR BIDDERS

COLD WATER METERS 5/8 x 3/4" through 2" MULTIJET TYPE

1. The American Water Work Association standard C708-11 adopted in whole by the City of Lubbock Water Utilities Department, except where noted in the specifications for 5/8X3/4 inch through 2 inch Multi-Jet meters.

2. At the time a vendor submits the bid; they shall provide an affidavit of compliance for each type or brand of meter bid. The affidavit of compliance from the manufacturer shall state that the proposed meter(s) meet the technical requirements of AWWA Standard C708-11 and the requirements of this document.

3. The vendor shall submit with the bid:

   A. Current price list for replacement parts.

   B. The manufacturer's warranty

   C. Bid should include pricing for meter repair parts or repair kits.

4. Proposed meter descriptions submitted by vendors prior to award (as per paragraph 2) will be reviewed by the Director of Water Utilities, Metering and Customer Service Supervisor, Meter Repair Foreman and the Purchasing Manager to determine if the meter meets the requirement of the specifications. Any meter not previously evaluated through shop and field tests for one year by the City of Lubbock shall be rejected.

5. Any meter that does not meet the requirements of AWWA C708-11 standard and the City of Lubbock's supplementary requirements in this document shall be rejected.

6. All meters submitted for shop or field test prior to the bid award shall be free of charge to the City of Lubbock and becomes the property of the City of Lubbock.

7. Basis for Rejection

   Meters not complying with all requirements of AWWA C708-11 and the City of Lubbock specifications shall be rejected.

8. Rejected meters: If the award is given to a vendor whose meters meets specification at the time of the award and fail to remain in specification throughout the contract, then, the manufacturer shall replace all meters rejected for failure to comply with these specifications.

9. Workmanship and materials: The manufacturer shall replace, without charge, those parts in which defects have developed within five years of shipment. This shall be done on the return of the defective parts to the manufacturer or on proof of a defect; however, this warranty shall not apply if the meter has been modified with replacement parts not made by the manufacturer of the meter. The manufacturer / supplier shall bear all cost for returned meters.

CITY OF LUBBOCK SPECIFICATIONS COLD-WATER METERS

5/8 X 3/4 INCH through 2 INCH MULTI-JET METERS

SECTION 1: GENERAL

Sec. 1.1 Scope

AS STATED IN AWWA STANDARD C708-11

Sec. 1.2 Purpose

AS STATED IN AWWA STANDARD C708-11

Sec. 1.3 Application

SEE GENERAL INFORMATION FOR BIDDERS

SECTION 2: REFERENCES

AS STATED IN AWWA C708-11 AND ACCORDING TO THE SPECIFICATION REQUIREMENTS FOR THE METER AS SPECIFIED BY THE CITY OF LUBBOCK.

SECTION 3: DEFINITIONS

As Stated in AWWA Standard C708-11

SECTION 4: MATERIALS

As Stated in AWWA C708-11 And According To The Specification Requirements For The Meter As Specified By The City Of Lubbock. All materials shall meet or exceed the NSF 61 Rule

4.1 Materials: As Stated in AWWA Standard C708-11

4.1.1 General: As Stated in AWWA Standard C708-11

4.1.1.1 Materials: As Stated In AWWA C708-11

4.1.2 Main Casing:

Main casing shall be made of either a copper alloy containing not less than 75 percent copper as listed in UNS C84400, UNS C83600, UNS C89520 or a similar copper alloy as listed in ASTM B584; or an austenitic stainless steel as listed in ASTM A351.

(Second Paragraph) AS STATED IN AWWA STANDARD C708-11

4.1.3 Register Box Ring and Lid:

Register box ring and lid shall be made of a copper alloy containing not less than 57percent copper such as UNS C85700 or UNS C86200; or a similar copper alloy, as listed in ASTM B584, or UNS C85800, as listed in ASTM B176; or a suitable engineering plastic, such as polycarbonate (PC) per ASTM D3935, polystyrene per ASTM D 4549, acetal per ASTM D4181, or nylon (N) per ASTM D4066.

Materials used in construction of register box rings and lids shall have sufficient dimensional stability to retain operating clearances at working temperatures of up to 105 F (40C) and shall not permanently warp or deform when exposed to temperatures of up to 150 F (66C) for 1 hr.

4.1.4 Measuring Cages or Chambers:

AS STATED IN AWWA STANDARD C708-11

4.1.5 Measuring Rotors:

AS STATED IN AWWA STANDARD C708-11

4.1.6 Rotor Spindles

AS STATED IN AWWA STANDARD C708-11

4.1.7 Register Gear Trains

Frames, gears, and pinions of intermediate gear trains exposed to water shall be made of a copper alloy containing not less than 85 percent copper, or of other suitable on corrosive metals, or of a suitable engineering plastic.

4.1.8 External-Case Closure Fasteners

AS STATED IN AWWA STANDARD C708-11

4.1.9 Coupling Tailpieces and Nuts

Non applicable.

4.1.10 Companion Flanges:

Non applicable.

4.1.11 Covers, Top or Bottom:

AS STATED IN AWWA STANDARD C708-11

4.1.11.1 Breakable (frost protection)

Non applicable

4.1.11.2 Non Applicable

SECTION 4.2: GENERAL DESIGN

4.2.1 Size

Meters 5/8X3/4 thru 2" inch shall be the threaded screw end type. As Shown Table 1 of AWWA STANDARD C708-11

4.2.2 Capacity

AS SHOWN IN TABLE 1, AWWA STANDARD C708-11 (U.S. GALLONS)

4.2.3 Length

AS SHOWN IN TABLE 2, AWWA STANDARD C708-11

4.2.4 Pressure Requirement

AS STATED IN AWWA STANDARD C708-11

4.2.5 Plastic meter pressure casing, cover, and bottom design.

AS STATED IN AWWA STANDARD C708-11

4.2.5.1 Yield strength

AS STATED IN AWWA STANDARD C708-11

4.2.5.2 Burst pressure

AS STATED IN AWWA STANDARD C708-11

4.2.6 Frost-protection Devices:

Non applicable

4.2.7 Accessibility:

AS STATED IN AWWA STANDARD C708-11

4.2.8 Registration Accuracy:

AS STATED IN AWWA STANDARD C708-11

4.2.8.1 Normal Flow Limits:

AS STATED IN AWWA STANDARD C708-11

4.2.8.2 Minimum Flow Rates:

AS STATED IN AWWA STANDARD C708-11

4.2.9 Calibration Adjustment:

AS STATED IN AWWA STANDARD C708-11

SECTION 4.3: DETAILED DESIGN

4.3.1 Main Case

AS STATED IN AWWA STANDARD C708-11

4.3.2 External-Case Fasteners and Seals:

AS STATED IN AWWA STANDARD C708-11

4.3.3 Connections

Main case connections for 11/2-in and 2-in meters shall be the threaded screw end type on both ends.

4.3.3.1 Casing Spuds:

AS STATED IN AWWA STANDARD C708-11

4.3.3.2 Casing Spuds For Larger Meters:

AS STATED IN AWWA STANDARD C708-11

4.3.3.3 Casing Flanges:

Non -Applicable

4.3.4 Meter Coupling: ***(Tail-Pieces)***

Not required in this specification.

4.3.5 Companion Flanges:

Not Applicable

4.3.6. Register:

Registers shall be straight reading and shall read in US gallons.

4.3.6.1 Register Type:

All register shall be of the dry type

4.3.6.1.1 Permanently Sealed Register:

The register shall be of the permanently sealed type.

4.3.6.1.2 Not Applicable

4.3.6.2 Number wheel Numerals:

The numeral on the number wheels of straight reading registers should not be less than 5/32 in height and should be readable at a 45^0 angle from the vertical.

4.3.6.3 : Maximum and Minimum Indications

AS STATED IN AWWA STANDARD C708-11

4.3.6.4 Test hands:

AS STATED IN AWWA STANDARD C708-11

4.3.6.5 ***4.3.6.5 through 4.3.6.6 AS STATED IN AWWA STANDARD C708-11***

4.3.7 Register Boxes:

The serial number provided by the City of Lubbock will be imprinted on the meter lid and meter body. The name of the manufacturer shall be permanently marked on the lid of the register box.

AS STATED IN AWWA STANDARD C708-11

4.3.8 AS STATED IN AWWA STANDARD C 705-11

4.3.9 Measuring Chambers or Cages:

AS STATED IN AWWA STANDARD C708-11

4.3.10 Strainers:

AS STATED IN AWWA STANDARD C708-11

4.3.11 Tamper-Resistant Features:

AS STATED IN AWWA STANDARD C705-11

SECTION 5: VERIFICATION

5.1 Meters not complying with all requirements of AWWA C708-11 and the City of Lubbock specifications shall be rejected. See also General Information for Bidders.

Rejected meters: If the award is given to a vendor whose meters meets specification at the time of the award and fail to remain in specification throughout the contract, then, the manufacturer shall replace all meters rejected for failure to comply with these specifications.

Workmanship and materials: The manufacturer shall replace, without charge, those parts in which defects have developed within five years of shipment. This shall be done on the return of the defective parts to the manufacturer or on proof of a defect; however, this warranty shall not apply if the meter has been modified with replacement parts not made by the manufacturer of the meter. The manufacturer/supplier shall bear all cost for returned meters.

SECTION 6: DELIVERY

6.1 Markings:

The meter size and direction of flow through the meter shall be marked on the permanently on the outer case. The serial number provided by the City of Lubbock shall be permanently marked on the outer case. (Also see 4.3.7 of this specification)

6.2 Packaging and Shipping

The total number of meters ordered must be delivered within 45 days of the notification of authorization to purchase or receipt of the Purchase order.

6.3 Affidavit of Compliance:

CITY OF LUBBOCK WATER UTILITIES DIVISION

GENERAL INFORMATION FOR BIDDERS

COLD-WATER METERS 3" THROUGH 6"

FISCAL YEAR 2012 - 2013

1. The American Water Work Association standard C702-10 adopted in whole by the City of Lubbock Water Utilities Department, except where noted in the specifications for 3" through 6" Meters. The specification is for dual body compound meters or approved equal. Approved equal shall meet or exceed the minimum and maximum flow range of the dual body compound.

2. At the time a vendor submits the bid, they shall provide an affidavit of compliance for each type or brand of meter bid. The affidavit of compliance from the manufacturer shall state that the proposed meter(s) meet the technical requirements of AWWA Standard C702-10 and the requirements of this document.

3. **The vendor shall submit with the bid:**

   A. Current price list for replacement parts.

   B. The manufacturer's warranty

   C. Bid should include pricing for meter repair parts or repair kits.

   D. All meters shall be bid with all accessories that will make the meter a complete unit and function as specified allowing the meters to be tested in whole or in part.

4. Proposed meter descriptions submitted by vendors prior to award (as per paragraph 2) will be reviewed by the Director of Water Utilities, Metering and Customer Service Supervisor, Meter Repair Foreman and the Purchasing Manager to determine if the meter meets the requirement of the specifications. Any meter not previously evaluated through shop and field tests for one year by the City of Lubbock shall be rejected.

5. Any meter that does not meet the requirements of AWWA C702-10 standard and the City of Lubbock's supplementary requirements in this document shall be rejected.

6. All meters submitted for shop or field test prior to the bid award shall be free of charge to the City of Lubbock and becomes the property of the City of Lubbock.

7. Basis for Rejection

   Meters not complying with all requirements of AWWA C702-10 and the City of Lubbock specifications shall be rejected. See also General Information for Bidders.

8. Rejected meters: If the award is given to a vendor whose meters meets specification at the time of the award and fail to remain in specification throughout the contract, then, the manufacturer shall replace all meters rejected for failure to comply with these specifications.

9. Workmanship and materials: The manufacturer shall replace, without charge, those parts in which defects have developed within two years of shipment. This shall be done on the return of the defective parts to the manufacturer or on proof of a defect; however, this warranty shall not apply if the meter has been modified with replacement parts not made by the manufacturer of the meter. The manufacturer/supplier shall bear all cost for returned meters.

CITY OF LUBBOCK SPECIFICATIONS COLD-WATER METERS – 3" through 6"

SECTION 1: GENERAL

Sec. 1.1 Scope

AS STATED IN AWWA STANDARD C702-10

Sec. 1.2 Purpose

AS STATED IN AWWA STANDARD C702-10

Sec. 1.3 Application

SEE GENERAL INFORMATION FOR BIDDERS

SECTION 2: REFERENCES

AS STATED IN AWWA C702-10 AND ACCORDING TO THE SPECIFICATION REQUIREMENTS FOR THE METER AS SPECIFIED BY THE CITY OF LUBBOCK.

SECTION 3: DEFINITIONS

As Stated in AWWA Standard C702-10

SECTION 4: Requirements

As Stated in AWWA C702-10 And According To The Specification Requirements For The Meter As Specified By The City Of Lubbock.

4.1 Materials

4.1.1 As Stated In AWWA C702-10

4.1.1.1 **As Stated In AWWA C702-10**

4.1.2 Meter And Strainer Main Casing:

As Stated in AWWA Standard C702-10

4.1.2.1 Strainer screen: AS STATED IN AWWA STANDARD C702-10

4.1.3 Register-Box Rings and Covers: Register-box rings and covers shall be made shall be made of a cast-copper alloy containing not less than 75 percent copper; forged or die-cast copper alloy containing not less than 57 percent copper such as UNS C85800 or a similar copper alloy as listed in ASTM b176; or suitable engineering plastic.

(Second Paragraph) AS STATED IN AWWA STANDARD C702-10

4.1.4 Measuring Cages or Chambers:

AS STATED IN AWWA STANDARD C702-10

4.1.5 Measuring Turbines and Discs

AS STATED IN AWWA STANDARD C702-10

4.1.6 Disc and Turbine Spindles

AS STATED IN AWWA STANDARD C702-10

4.1.7 Intermediate Gear Trains

Frames, gears, and pinions of intermediate gear trains exposed to water shall be made of a copper alloy containing not less than 85 percent copper, or of other suitable on corrosive metals, or of a suitable engineering plastic.

4.1.8 External Fasteners (Casing Bolts, Studs, Nuts, Screws, and Washers)

AS STATED IN AWWA STANDARD C702-10

4.1.9 Companion Flanges

Not-Applicable

4.1.10 Automatic Valves

The valve weights shall be of a copper alloy containing not less than 75 percent copper. The valve and supplemental hinge pins or spindles shall be of a copper alloy containing not less than 75 percent copper, or of stainless steel, or of monel; and all valve and supplemental weight-hinge bearings shall be bushed with hard rubber, or with bronze, or with other suitable bushing material. If the meter has a spring-loaded automatic valve, the valve design shall meet all applicable elements of the above standard requirements.

SECTION 4.2: GENERAL DESIGN

4.2.1 Size

As shown Table 1 of AWWA STANDARD C702-10

4.2.2 Capacity

AS SHOWN IN TABLE 1.1, AWWA STANDARD C702-10 (U.S. GALLONS)

4.2.3 Length

AS SHOWN IN TABLE 2, AWWA STANDARD C702-10

4.2.4 Pressure Requirement

AS STATED IN AWWA STANDARD C702-10

4.2.5 Interior Parts

AS STATED IN AWWA STANDARD C702-10

4.2.6 Registration Accuracy

AS STATED IN AWWA C702-10

4.2.6.1 Normal Flow Rate:

AS SHOWN IN TABLE 1 OF AWWA STANDARD C702-10 TO MEASURE IN U.S. GALLONS

4.2.6.2 Span of Change-Over flow Rate

AS SHOWN IN AWWA STANDARD 702-10 TO MEASURE IN U.S. GALLONS.

4.2.6.3 Minimum Test Flow Rate

AS SHOWN IN AWWA STANDARD C702-10 TO MEASURE IN U.S. GALLONS

SECTION 4.3: DETAILED DESIGN

4.3.1 Main Case

AS STATED IN AWWA STANDARD C702-10

4.3.2 External Case Screws, Bolts, Nuts, and Washers

AS STATED IN AWWA STANDARD C702-10

4.3.3 Main Case Connections

AS STATED IN AWWA STANDARD C702-10

4.3.3.1 2-in. Meters

N/A

4.3.3.2 AS STATED IN AWWA STANDARD C702-10

4.3.4 Companion Flanges

N/A

4.3.5 TAPPED BOSSES
N/A

4.3.6 Registers

Registers shall be straight reading subject to the limitations in this section and shall read in US gallons (gal). Except for those instances when test conditions require the use of a different register, the register shall be the same register that was on the meter when it was tested for accuracy. The City of Lubbock require meters to be capable of being equipped with a remote register that is of the pulse-generator, 4-20 milli-amp, interrogator or radio signal generation type to allow for future meter reading conversion.

4.3.6.1 Register Odometers:

AS STATED IN AWWA STANDARD C702-10

4.3.6.2 Mechanical Display-Type Register:

AS STATED IN AWWA STANDARD C702-10. (4.3.6.2 Thru 4.3.6.2.3)

4.3.6.3 Electronic Display Type Register:*

AS STATED IN AWWA STANDARD C702-10 (4.3.6.3 Through 4.3.6.3.2) (MEASURING IN U.S. GALLONS)

4.6.3.4 Coordinator Registers:

N/A

4.3.7 Register Boxes

The lid shall be recessed and shall overlap the register box to protect the lens. The lens shall be held securely in place. When the intermediate gear train is located in the register compartment, the register compartment shall be sealed. The City of Lubbock require meters to be capable of being equipped with a remote register that is of the pulse-generating, 4-20 milli-amp or radio signal generation type to allow future meter reading conversion.

4.3.8 Intermediate Gear Trains

AS STATED IN AWWA STANDARD C702-10

4.3.9 Measuring Chambers or Cages

AS STATED IN AWWA STANDARD C702-10

4.3.9.1 Bypass Chamber:

AS STATED IN AWWA STANDARD C702-10

4.3.10 Measuring Turbines:

AS STATED IN AWWA STANDARD C702-10

4.3.11 Magnetic Couplings

AS STATED IN AWWA STANDARD C702-10

4.3.12 Automatic Valves

AS STATED IN AWWA STANDARD C702-10

4.3.13 Bypass Meter

The bypass meter shall be that of a Multi-Jet meter and shall be the threaded screw end type on both ends.

4.3.14 Strainers

Meters shall be provided with strainers if required by the manufacture. Strainers shall be rigid, easily removable, without disturbing the connections to the pipeline, and have an effective straining area at least double that of the meter case inlets.

4.3.15 Tamper-Resistant Seals

AS STATED IN AWWA STANDARD C702-10

SECTION 5: VERIFICATION

5.1 Meters not complying with all requirements of AWWA C702-10 and the City of Lubbock specifications shall be rejected. See also General Information for Bidders.

Rejected meters: If the award is given to a vendor whose meters meets specification at the time of the award and fail to remain in specification throughout the contract, then, the manufacturer shall replace all meters rejected for failure to comply with these specifications.

Workmanship and materials: The manufacturer shall replace, without charge, those parts in which defects have developed within two years of shipment. This shall be done on the return of the defective parts to the manufacturer or on proof of a defect; however, this warranty shall not apply if the meter has been modified with replacement parts not made by the manufacturer of the meter. The manufacturer/supplier shall bear all cost for returned meter

SECTION 6: DELIVERY

6.1 Markings:

As stated in AWWA Standard C702-10

6.1.1 REGISTER BOXES

The serial number of the meter, provided by the City of Lubbock, shall be imprinted on the lid and meter body. The city of Lubbock will require all meter at the time of the bid opening to be certified as having the ability to be equipped digital and remote read-outs, utilizing at minimum switch closures. Meters that do not have this capability at the time of the bid opening shall be rejected.

6.2 Packaging and Shipping

The total number of meters ordered must be delivered within 45 days of the notification of authorization to purchase or receipt of the Purchase order.

"ALTERNATE Bid"

BID FORM
Multi Jet and Compound Water Meters- Annual Pricing
City of Lubbock, Texas
ITB No. 13-11129-DG

In compliance with the **Invitation to Bid 13-11129-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11129-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	DESCRIPTION (Please see specifications)	QTY (More or Less)	U/M	UNIT COST*	EXTENDED COST	DELIVERY DAY ARO**
~~1.~~	~~5/8" x 3/4" inch Multi Jet Meters, with standard register, per spec A~~	~~2,000~~	~~EA~~	~~$ 46.49~~	~~$ 92'980.00~~	~~14 To 28 days~~
~~2.~~	~~1 Inch Multi Jet Meters, with standard register, per spec A~~	~~1,000~~	~~EA~~	~~$ 90.06~~	~~$ 90'060.00~~	~~"~~
~~3.~~	~~1 5 Inch Multi Jet Meters, with standard register, per spec A~~	~~50~~	~~EA~~	~~$ 219.08~~	~~$ 10'954.00~~	~~"~~
~~4.~~	~~2 Inch Multi Jet Meters, with standard register, per spec A~~	~~50~~	~~EA~~	~~$ 348.65~~	~~$ 17'432.50~~	~~"~~
[redacted]			MANUFACTURER /MODEL		MASTER METER	
5.	3 Inch 0303-E1-D09 OCTAVE METER	10	EA	$ 1287.46	$ 12'874.60	"
6.	4 Inch 0304-E1-D09 OCTAVE METER	10	EA	$ 1779.41	$ 17'794.10	"
7.	6 Inch 0305-E1-D09 OCTAVE METER	3	EA	$ 2941.18	$ 8'823.54	"
[redacted]			MANUFACTURER /MODEL		MASTER METER	
				Overall Total	$ ~~250'918.74~~ $ 39,492.24	

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

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

The City of Lubbock is seeking a Annual Pricing contract for Multi Jet and Compound Water Meters with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

"ORIGINAL"

payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES_____ NO ✓

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

THIS BID IS SUBMITTED BY K.W. SHARP a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Firm: K.W. Sharp Inc

Address: 4004 Ave A

City: Lubbock State: Tx. Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

M/WBE Firm:	50%	Woman		Black American		Native American
		Hispanic American		Asian Pacific America		Other (Specify)

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

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

General Distinguishing No._____ (Franchised TX dealer)

By Mike Worthington Date: 1-9-13
Authorized Representative - must sign by hand

Officer Name and Title: Mike Worthington
Please Print

Business Telephone Number 749-9500 FAX: 749-9514

E-mail Address: MikeWorthington58@msn.com

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*:_____ Date P.O./Contract Issued:_____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Meter Customer Service
Bid Tabulation
January 31, 2013

ITB 13-11129-DG
Multi-Jet & Compound Water Meters - Annual Pricing

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	2,000	EA	5/8" x 3/4" Inch Multi Jet Meters			
			Master Meter, Inc.	**Mansfield, TX**	**45**	**$ 90,980**
			KW Sharp, Inc.	Lubbock, TX	46	92,980
			Zenner Performance Meters	Addison, TX	48	NQAS
2	1,000	EA	1 Inch Multi Jet Metrs			
			Zenner Performance Meters	Addison, TX	85	NQAS
			Master Meter, Inc.	**Mansfield, TX**	**89**	**89,060**
			KW Sharp, Inc.	Lubbock, TX	90	90,060
3	50	EA	1.5 Inch Multi Jet Meters			
			Master Meter, Inc.	**Mansfield, TX**	**194**	**9,704**
			KW Sharp, Inc.	Lubbock, TX	219	10,954
			Zenner Performance Meters	Addison, TX	250	NQAS
4	50	EA	2 Inch Multi Jet Meters			
			Master Meter, Inc.	**Mansfield, TX**	**324**	**16,183**
			KW Sharp, Inc.	Lubbock, TX	349	17,433
			Zenner Performance Meters	Addison, TX	315	NQAS
5	10	EA	3 Inch Compound Water Meters			
			KW Sharp Alternate	**Lubbock, TX**	**1,287**	**12,875**
			Master Meter, Inc. (Alternate)	Mansfield, TX	1,563	15,633
			Zenner Performance Meters	Addison, TX	1,616	NQAS
			Master Meter, Inc.	Mansfield, TX	1,989	19,891
			KW Sharp, Inc.	Lubbock, TX	2,039	20,391
6	10	EA	4 Inch Compound Water Meters			
			KW Sharp Inc. (Alternate)	**Lubbock, TX**	**1,779**	**17,794**
			Master Meter, Inc. (Alternate)	Lubbock, TX	2,161	21,607
			Zenner Performance Meters	Addison, TX	2,155	NQAS
			Master Meter, Inc.	Mansfield, TX	2,677	26,773
			KW Sharp, Inc.	Lubbock, TX	2,778	27,775
7	3	EA	6 Inch Compound Water Meters			
			KW Sharp Alternate	**Lubbock, TX**	**2,941**	**8,824**
			Master Meter, Inc. (Alternate)	Lubbock, TX	3,571	10,714
			Zenner Performance Meters	Addison, TX	3,203	NQAS
			Master Meter, Inc.	Mansfield, TX	4,696	14,087
			KW Sharp, Inc.	Lubbock, TX	4,896	14,687
			Item by Item			
			Master Meter, Inc. Items 1-4	Mansfield, TX		$ 205,927
			KW Sharp, Inc. - Items 5-7	Lubbock, TX		39,492
			Zenner Performance Meters	Addison, TX		NQAS

*NQAS- Not Quoted as Specified

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number:	91049
Capital Project Name:	Water Meter Repalcements

	Budget
Encumbered/Expended	
Acquisition of Water Meters	$ 2,769,129
City of Lubbock Staff Time	13,965
Bid Cost	390
Mars Company	144,513
Agenda Item January 31, 2013	
Master Meters ,Inc.	205,927
K.W. Sharp, Inc.	39,492
Encumbered/Expended To Date	3,173,416
Estimated Costs for Remaining Appropriation	
Acquisition of Water Meters	131,584
Remaining Appropriation	131,584
Total Appropriation	$ 3,305,000

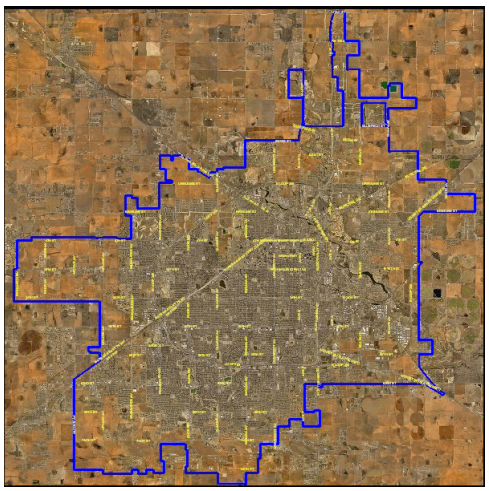
Project Name **Water Meter Replacements** *Project Number* **91049**

Managing Department **Metering and Customer Service**

Project Manager **Kevin Lair**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Purchase and installation of new water meters, water meter boxes with lids, and meter valves for existing and new customers.

Project Justification
Replacing meters regularly improves water service to customers and allows the City to accurately record water consumption for billing. Growth in the city has also increased the demand for new meters.
Replacement of the meter boxes and valves is necessary because they are the primary protection for the water meters and connections and provide a substantial savings in the cost of replacing damaged meters.

Project History
Water meters generally last 10 years. When possible, meters are repaired and placed back into service. The meter boxes and valves typically last the same amount of time unless an unexpected event occurs which causes damage to the box, lid, or valve.

$500,000 was appropriated in Ord. No. 2005-00031, March 24, 2005.
$300,000 was appropriated in Ord. No. 2006-00077, July 10, 2006.
$805,000 was appropriated in FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.
$550,000 was appropriated in the FY 2007-08 budget, Ord. No. 2007-00091, September 13, 2007.
$600,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$100,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
$450,000 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 Activities	2,855,000	450,000	450,000	450,000	450,000	450,000	450,000	5,555,000
Total Project Appropriation	2,855,000	450,000	450,000	450,000	450,000	450,000	450,000	5,555,000

Project Name **Water Meter Replacements** *Project Number* **91049**

Funding Detail	Funding to Date	FY 2012-13	Unappropriated Planning Years FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
2003 Tax and Waterworks Revenue CO's	800,000	0	0	0	0	0	0	800,000
FY 2007 Water Revenue CO's	805,000	0	0	0	0	0	0	805,000
FY 2008 10-year Water Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2010 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 10-year Water Revenue CO's	0	0	0	0	0	0	0	0
FY 2014 10-year Water Revenue CO's	0	0	450,000	0	0	0	0	450,000
FY 2015 10-year Water Revenue CO's	0	0	0	450,000	0	0	0	450,000
FY 2016 10-Year Water Revenue CO's	0	0	0	0	450,000	0	0	450,000
FY 2017 10-Year Water Revenue CO's	0	0	0	0	0	450,000	0	450,000
FY 2018 10-year Water Revenue CO's	0	0	0	0	0	0	450,000	450,000
Prior Year Bonds	0	450,000	0	0	0	0	0	450,000
Total Funding Sources	2,855,000	450,000	450,000	450,000	450,000	450,000	450,000	5,555,000

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

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Public Works Waste Water: Consider a resolution authorizing the Mayor to execute purchase order Contract 23101889 with Abilene New Holland for the purchase of a chisel plow and a coil packer, BID 13-11104-RH.

Item Summary

Crop management is required at the Lubbock Land Application Site and the Hancock Land Application Site to comply with the Texas Commission on Environmental Quality (TCEQ) wastewater permit. Crop management ensures that land application and farming activities do not add additional nitrates to the groundwater. High nitrate wastewater must be balanced with the uptake of the land application sites' crops so that nitrates are not leached into the groundwater. The chisel plow will replace older equipment and the coil packer will allow better management in the planting of crops.

The purchase order contract is for the following equipment. The item numbers relate to the attached bid tabulation.

Item 1: One 41-foot pull-type chisel plow. The chisel plow will replace a smaller 1994 model plow. The new plow is 15 feet wider and will reduce the time required for tillage.

Item 2: One 43-foot pull-type coil packer. The coil packer prepares seed beds for forage production on the sites. When coupled behind a finishing plow it will reduce the number of passes made in the fields.

Staff recommends bid award for both items to the lowest bidder meeting specifications, Abilene New Holland of Abilene, Texas, for $69,050.

Fiscal Impact

The chisel plow and the coil packer are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & PO - Land Application

Bid Tabulation - Land Application

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 23101889 for the purchase of agricultural equipment as per ITB 13-11104-RH, by and between the City of Lubbock and Abilene New Holland of Abilene, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Abilene New Holland-PurchaseOrd
January 16, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/16/2013
Order Number 23101889 000 OP
Branch/Plant 6415

TO:

ABILENE NEW HOLLAND
1358 S TREADAWAY BLVD
ABILENE Texas 79602 3943

SHIP TO:

CITY OF LUBBOCK
LAND APPLICATION SITE
4602 ECR 6700
1/2 MILE EAST OF LOOP 289 ON 19TH STR
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/16/2013 Freight .
Requested 01/16/2013 Taken By D.TORRES
Delivery PER B.WELCH/REQ 40922 ITB 13-11104-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
41 ft. Pull-Type Chisel Plow	1.000	45,650.0000	EA	45,650.00	03/28/2013
43 ft. Pull-Type Coil Packer	1.000	23,400.0000	EA	23,400.00	03/28/2013
				Total Order	
Terms NET 10 EOM				69,050.00	

This purchase order encumbers funds in the amount of $69,050 awarded to Abilene New Holland of Abilene, Texas on January 31, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11104-RH bid form dated January 8, 2013 from Abilene New Holland of Abilene, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ORIGINAL

City of Lubbock, Texas
Purchasing and Contract Management
Agricultural Equipment
BID FORM

In compliance with the **Invitation to Bid 13-11104-RH**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11104-RH** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	41 Foot Pull-Type Chisel Plow as specified herein	$ 45,650	$ 45,650	30
	Model Year, Brand Name and Model Number: 2012 New Holland ST830					
2.	1	Each	43 Foot Pull-Type Coil Packer as specified herein	$ 23,400	$ 23,400	30
	Production Year, Brand Name and Model Number: 2012 New Holland SG110					
~~3.~~	~~1~~	~~Each~~	~~Pull-Type Heavy-Duty Forced Ejection Scraper as specified herein~~	~~$ 34,500~~	~~$ 34,500~~	~~90~~
	Production Year, Brand Name and Model Number: ~~2013 Ashland I950~~					
				TOTAL COST (ITEMS 1 – 3)	$ ~~103,550.00~~ $69,050	

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

****ARO – After Receipt of Order**

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES_____ NO ___X___

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

ORIGINAL

THIS BID IS SUBMITTED BY Abilene New Holland a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Abilene, Texas

Firm: Abilene New Holland

Address: 1358 S. Treadaway

City: Abilene, State: Texas Zip 79602

Bidder acknowledges receipt of the following addenda:

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

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

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

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

General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: 1-8-13
Authorized Representative - must sign by hand

Officer Name and Title: Randell D. Vinson President
Please Print

Business Telephone Number 325-675-0602 FAX: 325-675-5987

E-mail Address: sales@anhltd.com

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*: _____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Land Application
Bid Tabulation
January 31, 2013

ITB 13-11104-RH
Agricultural Equipment

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	1	EA	41 Foot Pull-Type Chisel Plow			
			Abilene New Holland	**Abilene, TX**	**45,650**	**$ 45,650**
			Hurst Farm Equipment	Lubbock, TX	55,300	55,300
2	1	EA	43 Foot Pull-Type Coil Packer			
			Abilene New Holland	**Abilene, TX**	**23,400**	**23,400**
			Hurst Farm Equipment	Lubbock, TX	23,800	23,800
			Overall Total			
			Abilene New Holland	**Abilene, TX**	**$ 69,050**	
			Hurst Farm Equipment	Lubbock, TX	79,100	

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

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute a professional services contract with JQ Infrastructure, LLC, for engineering services associated with the study of Pump Station No. 10 infiltration, RFQ 12-10524-MA.

Item Summary

The Pump Station No. 10 pump building is built below ground level and has experienced constant groundwater infiltration. This study will assess the pump building, pump header and underground infrastructure for any potential damage due to groundwater intrusion. This preliminary engineering study will evaluate and present to the City of Lubbock alternatives and recommendations to remedy any issue related to the groundwater within this structure.

In August 2012, the City published a Request for Qualifications (RFQ) seeking professional engineering firms to submit qualification for providing professional services associated with the Pump Station No. 10 infiltration study.

The following four firms submitted qualifications for the study:

1. JQ Infrastructure, LLC, of Dallas, TX - 428 points
2. Parkhill Smith and Cooper, Inc., of Lubbock, TX - 366 points
3. eHT, Inc., of Lubbock, TX - 338 points
4. X8 environmental, of Lubbock, TX - 292 points

The RFQ commitee 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 (20%), and
4. Overall Responsiveness to the RFQ (10%).

Based on the committee's recommendation, contract negotiations were conducted with Jaster-Quintanilla (JQ) Infrastructure, LLC, for the final scope of the project based upon fair and reasonable hourly rates for a total amount not to exceed $155,384.

Fiscal Impact

$200,000 is appropriated in Capital Improvement Project 8576, Pump Station No. 10 Infiltration Study, with $155,384 available for this purpose.

Staff/Board Recommending

Marsha Reed, PE, Chief Operating Officer

Attachments

Resolution
Contract
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 for Pump Station No. 10 Infiltration Study, by and between the City of Lubbock and JQ Infrastructure, LLC, 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 Operations Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-JQ Infrastructure, LLC
December 26, 2012

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2013 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and JQ Infrastructure, LLC ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the CITY desires to obtain professional engineering services related to the Study phase of the Pump Station No. 10 Infiltration Study (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 6 months, as set forth in Exhibit "A", attached to and made a part of this Agreement for all purposes. If the Engineer determines that additional time is required to complete the Services, the City Manager, or her designee, may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE 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 100 through 200 based on hourly rates, not to exceed $155,384, per Exhibit "A". Services for Tasks 300 through 600 will not be performed without written authorization from the CITY based on the findings of Tasks 100 and 200.

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, the former 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 Study phase of the Pump Station No. 10 Infiltration Study (Task Series 100 and 200), as defined in Exhibit "A," "Scope of Services". Site civil, electrical and geotechnical evaluations will not be performed as part of the Study phase. Preliminary and final design, bidding assistance, construction phase assistance and special services (Task Series 300, 400, 500 and 600) shall not be performed unless and until ENGINEER receives written authorization to proceed from CITY.

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 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 and for a period of at least five years following the termination or expiration 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: $1,000,000 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. The additional insured endorsement shall include Products and Completed Operations.

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

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

ENGINEER SHALL INDEMNIFY AND HOLD CITY AND CITY'S ELECTED OFFICIALS, OFFICERS, AGENTS, EMPLOYEES AND INDEPENDENT CONTRACTORS HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES AND EXPENSES, AND INCLUDING REASONABLE ATTORNEY'S FEES, AS A RESULT OF, RELATED TO OR ARISING FROM ENGINEER'S NEGLIGENT ACTS, ERRORS, OR OMISSIONS.

THE INDEMNITY PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

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:

JQ Infrastructure, LLC
Attn: Chris Story, P.E.
1301 West 7th Street, Suite 141
Fort Worth, Texas 76102
Telephone: (817) 546-7200
Facsimile: (817) 546-7205

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

City of Lubbock
Attn: John Turpin, P.E.
P. 0. Box 2000
Lubbock, Texas 79408
1625 13th Street
Lubbock, Texas 79401
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

Marsha Reed, P.E., Chief Operating Officer

John Turpin P.E.

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

APPROVED AS TO FORM:

Chad Weaver

Chad Weaver, Assistant City Attorney

JQ INFRASTRUCTURE, LLC

By: Chris Story

Name: Chris Story, P.E.

Title: Principal

EXHIBIT A

City of Lubbock, Texas

Pump Station No. 10 Water Infiltration Study

Scope of Services for JQ Infrastructure, LLC

GENERAL DESCRIPTION

This Scope of Services provides the Scope of Work and Schedule for professional services associated with the Infiltration Study at the City of Lubbock (CITY) Pump Station No. 10 (PS10). The Project will be organized by study, preliminary and final design, bid phase and construction phase services. This Scope of Services identifies the professional services to be provided for Study phase services only. Preliminary and final design, bidding assistance, construction services and start-up services will be included in subsequent scope amendments should the City move forward with recommendations made in the Study phase.

The Study phase Scope of Services includes the structural and mechanical/piping studies, assessment and evaluation of modifications, additions, or replacement of components generally associated with identifying and providing recommendations to correct water infiltration at Pump Station No. 10. The structural and mechanical/piping evaluations and improvement requirements will be the determining factors in identifying necessary improvements to correct the water infiltration at PS10. Site civil, electrical and geotechnical evaluations will not be performed as part of the Study phase, and will be required only after the study phase is completed and an alternative is selected for moving into Preliminary and Final Design.

The Scope of Services is organized in Task Series from 100 through 400. Services under Task 100 are project management tasks performed during the Study Phase. Task 200 includes the scope for this contract. Task 300 Preliminary and Final Design and Task 400 Bid and Construction Phase are not included in this Scope of Services and will be part of a future amendment if implemented.

TASK SERIES 100 PROJECT MANAGEMENT (NTE $31,250)

Task 101 Project Plan

Prepare a Project Plan, including quality management plan, staffing plan, project schedule, deliverables, and delivery plan. Identify information needed to complete the work and establish the contact information and procedures for the project.

Task 102 Monthly Project Summary Reports and Invoices

Prepare a Project Summary Report and monthly invoice. The report will summarize the project progress to date, work anticipated for the upcoming month, outstanding project

issues, issues impacting project scope, issues impacting project schedule, issues impacting project costs, decision, action, and change logs. Invoices will be prepared in approved CITY format based on the project progress.

Task 103 Status Meetings and Reports

ENGINEER will meet monthly with OWNER to review Project Status Report and discuss how the project is proceeding. A maximum of three (3) progress meetings will be conducted in Lubbock. Whenever possible, monthly status meetings will be scheduled in conjunction with other project meetings and workshops. The agenda for each monthly status meeting will be the Project Summary Report and any new project development items. Minutes for each meeting will be included in the next monthly Project Summary Report. In addition, weekly status reports will be provided to the OWNER during the Study phase to provide continuous updates on the progress of field evaluations.

Task 104 Manage Subconsultants

Manage and coordinate the work efforts of the subconsultants participating in the project. Prepare and review monthly billing as part of Monthly Summary Reports. The subconsultants anticipated include: Kimley Horn & Associates (Site Civil and Mechanical/Piping), Fugro (Geotechnical), and Gupta & Associates Inc. (Electrical, Instrumentation and Controls). For the Study Phase, only Kimley Horn & Associates will be engaged for mechanical/piping engineering services. It is anticipated that other subconsultants will not be engaged until after the Study phase.

Task 105 Quality Management

ENGINEER will manage the quality of the deliverables throughout the development of the project. Specific activities the ENGINEER will perform include:

1. Internal peer review of concepts by senior staff not directly involved with the Project. Stephen H. Lucy is the designated QA/QC Manager for this project.
2. Quality check of all deliverables performed by a team of qualified senior staff not associated with the project delivery.
3. Constructability review.

Task 106 Deliverables

1. Project Plan, six (6) hard copies
2. Meeting minutes, 1 copy to each attendee of each meeting, distributed by email in Portable Document Format (PDF)
3. Project Summary Reports (weekly and combined monthly), Portable Document Format (PDF).
4. Invoices (monthly), 1 hard copy, 1 electronic copy

TASK SERIES 200 STUDY PHASE (NTE $124,134)

The study phase will confirm applicable codes and standards to be used in detailed design, develop design criteria, as well as identify, evaluate and select alternatives to advance through detailed design. Tasks associated with the study phase include:

Task 201 Project Kickoff Meeting

ENGINEER will conduct one (1) project kickoff meeting to introduce the project team members, define project goals and objectives, review the Project Plan, identify information needed to complete work and establish contact information and procedures for the project.

Task 202 Site Visit and Information Gathering

ENGINEER will schedule two (2) formal site visits and information gathering sessions. One of these visits is in addition to the monthly progress meetings. The other site visit will be combined with the first monthly progress meetings. The site visits will include both field and desktop/archive information gathering. The visits will be scheduled and coordinated with CITY staff and will be focused on the Pump Station 10 facility and surrounding site.

Task 203 Inventory Existing Facilities

ENGINEER will compile information collected from the site visits and discussions with CITY staff, existing documents, as well as schedule field visit in order to provide an inventory of existing facilities and layout relative to the water infiltration.

Task 204 Technical Memoranda

Two Technical Memoranda will be prepared to summarize applicable codes and standards, develop design criteria and the selection of preferred improvement method for each project element. The PDR will consist of the following Technical Memoranda (TM) as well as estimated construction costs:

1. TM 1 – Pump Station 10: Water Infiltration Evaluation.
2. TM 2 – Pump Station 10: Water Infiltration Modifications and Improvements Alternatives.

Task 204.1 <u>Technical Memorandum 1 – Water Infiltration Evaluation</u>

TM 1 will summarize current applicable codes and standards, provide results of the structural and mechanical/piping field investigations, and provide results of the structural analysis of the existing facility related to ground water considerations. Specific discipline services are as follows.

Geotechnical

- No geotechnical services are included in this scope.

Site Civil

- No site civil services are included in this scope.

Mechanical/Piping

- Evaluation of the existing exterior groundwater collection system piping and sump system.
- Evaluation of building plumbing relative to those items that may be contributing to the PS10 water infiltration.
- Evaluation of the 66-in concrete cylinder suction header at a single pothole location performed by City crews between the pump station wall and ground storage tank exposing the top half of the pipe. The exterior of the pipe will be visually evaluated for obvious coating and/or reinforcement deterioration.
- Evaluation of the 24-in and 36-in concrete cylinder discharge pipes at a single pothole location, for each pipe, performed by City crews between the pump station wall and first meter vault exposing the top half of the pipes. The exterior of the pipes will be visually evaluated for obvious coating and/or reinforcement deterioration.
- Evaluation of the current and future Operations and Maintenance needs of the City for the pumping facility based on available information provided by the City.

Electrical

- No electrical services are included in this scope of work.

Structural

- Perform field evaluation and condition assessment of existing structure identifying structural deficiencies and water infiltration points.
- Perform structural analysis of existing facility and compare to current building code requirements (ACI 318 and ACI 350).
- Perform buoyancy analysis of existing structure and critical structural components.
- Perform analysis of existing below grade walls considering drained and undrained wall backfill conditions.
- Perform overall facility evaluation considering the mechanical evaluations to determine primary sources of water infiltration.

Waterproofing

- Perform field evaluation and condition assessment of existing facility including building superstructure. It is understood the existing building roof is relatively new and not in need of major repair or replacement.
- Evaluate existing waterproofing and coating systems relative to water infiltration. Testing of the existing coatings will be performed to determine type of coating system and contents including detection of lead base.
- Coordinate with structural to evaluate infiltration sources

Task 204.2 Technical Memorandum 2 – Pump Station 10: Water Infiltration Modifications and Improvements Alternatives

TM 2 will include the evaluation of alternatives for improvements to address the PS10 water infiltration and long term needs of the City. Each alternative will consider the structural impacts to the facility, and evaluation of risks. Upon evaluation of the alternatives, the ENGINEER will provide a recommendation to the CITY identifying the preferred alternative. The alternatives evaluation will be as follows:

- Up to two (2) primary alternatives for modifications to the existing facility. The anticipated alternatives include:
  - Alternative 1: Maintain Existing Collection System
  - Alternative 2: Manage Groundwater Externally
  - Alternative 3: Raise Pump Room Floor and Suction Piping
- Ground water control systems consisting of an exterior sump system connected to the existing perimeter drain collection system.
- Structural modifications required for the following:
  - Buoyancy of the existing basement level slab.
  - Modifications of the existing below grade walls where required.
  - Complete replacement of the existing basement level slab versus a waterproofed and topping slab alternative where the issues related to the suction header evaluation dictate.
  - Improvements for deficiencies indentified in TM1 include concrete crack repair and concrete spall repairs.
  - Recommendations for wall and floor waterproofing systems.
  - Structural requirements for raising the basement level slab and suction piping elevation and filling in the basement level up to the proposed floor elevation or abandoning the unused void space below the raised pump room floor.
- Waterproofing improvements including:
  - Recommendations for wall coatings replacement
  - Recommendations for wall and floor crack injection methods
  - Recommendations for basement slab waterproofing membrane
  - Recommendations for construction, isolation and expansion joint repairs
  - Repairs or improvements to the building superstructure roofing and wall cavity to correct water infiltration is not anticipated or included in this scope.
- Evaluation of Mechanical and Piping improvements including:
  - Proposed modifications and improvements to the existing perimeter water collection and sump system
  - Proposed improvements/replacement to the existing suction header located beneath the existing basement level slab assuming it stays at

its present location.

- Proposed improvements to raise the pump room floor and associated suction piping. This includes consideration for installation of one new pump at a raised floor elevation, refurbishing of the existing two pumps and relocating to the proposed raised floor elevation, raising the suction header to reflect the current clearwell elevations, and sequencing required to minimize out of service time of the station.
- Proposed improvements to the discharge lines in their current locations and as required to accommodate proposed raised pump room floor.

- Geotechnical, Site Civil, and Electrical alternatives evaluations are not included in this scope
- Provide Opinions of Probable Construction Costs for the Alternatives. Detailed site civil and electrical costs will not be provided.
- Provide Schematic Level Drawings to 10% level of completion for the Alternatives.

Task 205 Focused Workshops

One focused workshop will be held during the development of TM2 to discuss the proposed alternatives being considered and will include discussions to confirm the direction of the alternatives being developed and gain input from the City on preferences and direction of the alternatives.

Task 206 Deliverables

1. Meeting and Workshop Agendas and Minutes, 1 copy for each attendee distributed electronically (by e-mail) in Portable Document Format (PDF). Agendas will also be distributed in hardcopy at the beginning of each meeting and workshop.
2. Six (6) DRAFT and FINAL TM No.1 and No.2 hard copies
3. Comments/Response Log TM DRAFT REVIEW, 1 copy for each attendee distributed electronically in Portable Document Format (PDF)

TASK SERIES 300 PRELIMINARY AND FINAL DESIGN

Preliminary and Final Design phase services are not included in this Scope of Services.

TASK SERIES 400 BIDDING ASSISTANCE

Bidding Assistance phase services are not included in this Scope of Services.

TASK SERIES 500 CONSTRUCTION PHASE ASSISTANCE

Construction Assistance phase services are not included in this Scope of Services.

TASK SERIES 600 SPECIAL SERVICES

Special Services are identified as tasks that may not be essential to the evaluation/design pending other field evaluation findings. These tasks must be authorized by the CITY prior to implementing. Potential Special Services tasks to be considered during the Study Phase include geotechnical piezometers to confirm groundwater elevations, video inspection of the suction and discharge piping, lead based paint testing, SUE and field topographic survey. Supplemental agreements will be required to facilitate these services when recommended by the ENGINEER and approved by the CITY.

TIME OF PERFORMANCE

ENGINEER shall commence work immediately following the Effective Date. 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/Initial Site Visit	3	3
TM #1	12	15
TM #2	8	23

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 $155,384 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 $155,384 for services identified in Project Management Tasks Series 100 and Study Phase Tasks Series 200 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 6 months from Effective Date.

shaping the built environment
JQ Infrastructure
1301 WEST 7TH STREET SUITE 141, FORT WORTH, TEXAS 76102
817 546.7200 PHONE
JQENG.COM

EXHIBIT B

CITY OF LUBBOCK
PS10 WATER INFILTRATION STUDY
DESIGN TEAM FEE SUMMARY

BASIC SERVICES

Task Description	JQ Infrastructure	Kimley Horn
Task 100 - Project Management	$17,740.00	$13,510.00
Task 200 - Study Phase	$71,084.00	$53,050.00
Task 300 - Preliminary and Final Design*	$0.00	$0.00
Task 400 - Bidding Assistance*	$0.00	$0.00
Task 500 - Construction Phase Assistance*	$0.00	$0.00
BASIC SERVICES TOTAL	**$88,824.00**	**$66,560.00**

SPECIAL SERVICES

Not Included

Fees are based on attached spreadsheet fee backups.

* Not included in current scope

Exhibit B

JQ Infrastructure - PRIME, Structural, Waterproofing and Topo Survey Task Cost Estimate

CITY OF LUBBOCK - PUMP STATION 10 WATER INFILTRATION STUDY

	Labor Hours										Non-Labor Fee Non-Labor									
Rate:	$185	$140	$140	$120	$105	$90	$75	$50							1.05			1.00		
	Story/Lucy	Lemay	Perantie	Sr.		Sr												Subs	Non-	
	Principal	Wtrproofg	Struct PM	PE	PE	Tech	Tech	Admin	Total Hours	Infl Fact	Labor Fee	Repro	Travel Lodging	Deliver	Sub-Total	Survey	Others	Tot w/ Mult	Labor Total	Total Fee
Task Description																				
TASK SERIES 100									0	0.0%	0				0			0	0	0
PROJECT MANAGEMENT									0		0				0			0	0	0
									0		0				0			0	0	0
101 Project Plan	6								6		1,110				0			0	0	1,110
102 Monthly Reports and Invoices	4							6	10		1,040				0			0	0	1,040
103 Status Meetings and Reports									0		0				0			0	0	0
Meetings (3)	14	12	14						40		6,230		2,600		2,730			0	2,730	8,960
Reports	5		3						8		1,345				0			0	0	1,345
104 Manage Subconsultants	20								20		3,700				0			0	0	3,700
105 Quality Management	8								8		1,480				0			0	0	1,480
106 Deliverables									0		0	100			105			0	105	105
									0		0				0			0	0	0
TASK SERIES 200									0		0				0			0	0	0
STUDY PHASE									0		0				0			0	0	0
									0		0				0			0	0	0
201 Project Kickoff Meeting	4		4						8		1,300		1,200		1,260			0	1,260	2,560
202 Site Visit and Information Gathering	4	8	4						16		2,420				0			0	0	2,420
203 Inventory Existing Facilities	2		4						6		930				0			0	0	930
204 Technical Memoranda									0		0				0			0	0	0
									0		0				0			0	0	0
204.1 Tech Memo 1									0		0				0			0	0	0
Field Topo Survey									0		0				0			0	0	0
STRUCTURAL/WATERPROOFING									0		0				0			0	0	0
Mech review and coord	4								4		740				0			0	0	740
Struct field eval and condition assessment	12		16						28		4,460		950		998			0	998	5,458
Structural anlaysis model development	2		10		32				44		5,130				0			0	0	5,130
Structural analysis: Code evaluation	1		5						6		885				0			0	0	885
Structural analysis: Buoyancy evaluation	3		5		8				16		2,095				0			0	0	2,095
Structural analysis: Below grade walls	2		14						16		2,330				0			0	0	2,330
CAD Background Development			3			32			35		3,300				0			0	0	3,300
Waterproofing assessment	2	20							22		3,170				0			0	0	3,170
Report writeup	5	10	16						31		4,565				0			0	0	4,565
									0		0				0			0	0	0
204.2 Tech Memo 2									0		0				0			0	0	0
									0		0				0			0	0	0
Alternative 1 Development									0		0				0			0	0	0
Structural	8		20			12			40		5,360				0			0	0	5,360
Waterproofing		16							16		2,240				0			0	0	2,240
Alternative 2 Development									0		0				0			0	0	0
Structural	16		32			24			72		9,600				0			0	0	9,600
Waterproofing		12							12		1,680				0			0	0	1,680
Alternative 3 Development									0		0				0			0	0	0
Structural	16		32			24			72		9,600				0			0	0	9,600

Exhibit B

JQ Infrastructure - PRIME, Structural, Waterproofing and Topo Survey Task Cost Estimate

CITY OF LUBBOCK - PUMP STATION 10 WATER INFILTRATION STUDY

	Labor Hours										Non-Labor Fee									
											Non-Labor									
Rate:	$185	$140	$140	$120	$105	$90	$75	$50							1.05			1.00		
	Story/Lucy	Lemay	Perantie	Sr.		Sr												Subs	Non-	
	Principal	Wtrproofg	Struct PM	PE	PE	Tech	Tech	Admin	Total	Infl	Labor		Travel		Sub-	Survey	Others	Tot w/	Labor	Total
Task Description									Hours	Fact	Fee	Repro	Lodging	Deliver	Total			Mult	Total	Fee
Waterproofing		12							12		1,680				0			0	0	1,680
Report writeup	8	6	18						32		4,840				0			0	0	4,840
									0		0				0			0	0	0
									0		0				0			0	0	0
205 Focused Workshops									0		0				0			0	0	0
205.1 Workshop 1	6		6						12		1,950		425		446			0	446	2,396
									0		0				0			0	0	0
									0		0				0			0	0	0
206 Deliverables									0		0	100			105			0	105	105
									0		0				0			0	0	0
Subtotal Study Phase	*152*	*96*	*206*	*0*	*40*	*92*	*0*	*6*	*592*		*83,180*	*200*	*5,175*	*0*	*5,644*	*0*	*0*	*0*	*5,644*	***88,824***
Total	152	96	206	0	40	92	0	6	592		83,180	200	5,175	0	5,644	0	0	0	5,644	88,824

Kimley-Horn and Associates, Inc.

Exhibit B

Kimley Horn Mechanical Task Cost Estimate

CITY OF LUBBOCK - PUMP STATION 10 WATER INFILTRATION STUDY

	Labor								Non-Labor Fee								
	Hours								Non-Labor								
Rate:	$215	$200	$150	$110	$75							1.05			1.00		
	QC	PM	PE2	EIT	Admin	Total Hours	Infl Fact	Labor Fee	Repro	Trav Lodging	Deliver	Sub-Total	Survey	Others	Subs Tot w/ Mult	Non-Labor Total	Total Fee
Task Description																	
TASK SERIES 100						0	0.0%	0				0			0	0	**0**
PROJECT MANAGEMENT						0		0				0			0	0	**0**
						0		0				0			0	0	**0**
101 Project Plan						0		0				0			0	0	**0**
102 Monthly Reports and Invoices		3	6			9		1,500				0			0	0	**1,500**
103 Status Meetings and Reports						0		0				0			0	0	**0**
Meetings (3)		27	12			39		7,200		1,900		1,995			0	1,995	**9,195**
Reports			3			3		450	500			525			0	525	**975**
104 Manage Subconsultants						0		0				0			0	0	**0**
105 Quality Management	2					2		430				0			0	0	**430**
106 Deliverables			3		3	6		675	500		200	735			0	735	**1,410**
						0		0				0			0	0	**0**
TASK SERIES 200						0		0				0			0	0	**0**
STUDY PHASE						0		0				0			0	0	**0**
						0		0				0			0	0	**0**
201 Project Kickoff Meeting		6				6		1,200		500		525			0	525	**1,725**
202 Site Visit and Information Gathering		12	12			24		4,200		2,000		2,100			0	2,100	**6,300**
203 Inventory Existing Facilities			2	8		10		1,180				0			0	0	**1,180**
204 Technical Memoranda						0		0				0			0	0	**0**
						0		0				0			0	0	**0**
204.1 Tech Memo 1						0		0				0			0	0	**0**
MECHANICAL						0		0				0			0	0	**0**
Mech review and coord		2	6	20		28		3,500				0			0	0	**3,500**
Mech field eval and condition assessment		8	18	20		46		6,500				0			0	0	**6,500**
Mechancial anlaysis		6	12	20		38		5,200				0			0	0	**5,200**
Report writeup	2		6	4		12		1,770				0			0	0	**1,770**
						0		0				0			0	0	**0**
204.2 Tech Memo 2						0		0				0			0	0	**0**
						0		0				0			0	0	**0**
Alternative 1 Development						0		0				0			0	0	**0**
Mechanical		5	14	22		41		5,520				0			0	0	**5,520**
Alternative 2 Development						0		0				0			0	0	**0**
Mechanical		5	14	22		41		5,520				0			0	0	**5,520**
Alternative 3 Development						0		0				0			0	0	**0**
Mechanical		6	14	20		40		5,500				0			0	0	**5,500**
Report writeup	2	6	18			26		4,330				0			0	0	**4,330**
						0		0				0			0	0	**0**
						0		0				0			0	0	**0**
205 Focused Workshops						0		0				0			0	0	**0**
205.1 Workshop 1		8	8	2		18		3,020		1,000		1,050			0	1,050	**4,070**
						0		0				0			0	0	**0**
						0		0				0			0	0	**0**
206 Deliverables					16	16		1,200	500		200	735			0	735	**1,935**

221

Kimley-Horn and Associates, Inc.

Kimley Horn Mechanical Task Cost Estimate																		Exhibit B	
CITY OF LUBBOCK - PUMP STATION 10 WATER INFILTRATION STUDY																			
222																			
			Labor								Non-Labor Fee								
			Hours								Non-Labor								
		Rate:	$215	$200	$150	$110	$75							1.05			1.00		
																	Subs	Non-	
			QC	PM	PE2	EIT	Admin	Total	Infl	Labor		Trav		Sub-	Survey	Others	Tot w/	Labor	Total
Task Description								Hours	Fact	Fee	Repro	Lodging	Deliver	Total			Mult	Total	Fee
								0		0				0			0	0	0
		Subtotal Phase 1	*6*	*94*	*148*	*138*	*19*	*405*		*58,895*	*1,500*	*5,400*	*400*	*7,665*	*0*	*0*	*0*	*7,665*	***66,560***
Total			**6**	**94**	**148**	**138**	**19**	**405**		**58,895**	**1,500**	**5,400**	**400**	**7,665**	**0**	**0**	**0**	**7,665**	**66,560**

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number:	8576
Capital Project Name:	Pump Station #10 Infiltration Study

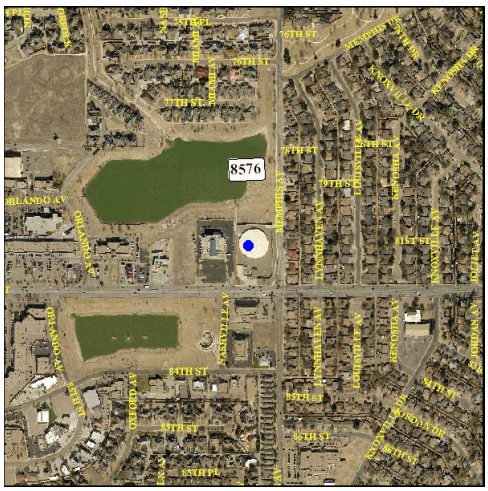
	Budget
Encumbered/Expended	
City of Lubbock Staff Time	$ 5,159
Agenda Items January 31, 2013	
JQ Infrastructure, LLC Contract	155,384
Encumbered/Expended To Date	160,543
Estimated Costs for Remaining Appropriation	
Contingency	39,457
Remaining Appropriation	39,457
Total Appropriation	$ 200,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Perform an engineering study to determine the extent of damage caused by groundwater infiltration, and develop feasible options for rehabilitation of the facility.

Project Justification

Pump station No. 10 pump building experiences constant groundwater infiltration into the building resulting in damage to the floor. The study will determine any additional damage to the facility from the groundwater infiltration.

Project History

$200,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

			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	200,000	0	0	0	0	0	0	200,000
Total Project Appropriation	200,000	0	0	0	0	0	0	200,000

			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 Pay-As-You-Go	200,000	0	0	0	0	0	0	200,000
Total Funding Sources	200,000	0	0	0	0	0	0	200,000

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

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order 3 to Contract 9835 with Archer Western Construction, LLC, for the construction of the Southeast Water Reclamation Plant Digester 8 and 9 Improvements Project.

Item Summary

The Southeast Water Reclamation Plant (SEWRP) operates two anaerobic digesters for treatment of biosolids produced by the wastewater treatment process. The digesters currently utilize an outdated gas mixing system that is being replaced with this project.

Notice to proceed was issued to Archer Western Construction, LLC of Arlington, Texas, on June 20, 2011, for rehabilitation of Digesters 8 and 9 for a contract price of $13,886,000. Change Order 1, in the amount of $162,829, was executed on September 13, 2012, for the installation of a ferric chloride line, relocation of sludge lines, and resurfacing the retention basin wall.

Change Order 2, in the amount of $608,633, was executed on November 29, 2012, reimbursing the contractor for assistance provided to the City with sludge overflow cleanup and for costs associated with sludge removal from Digester 8.

Change Order 3 includes the following items:

1. As a result of the power outage on July 21, 2012, the Digester 8 overflow line became clogged with sludge causing a pressure buildup within the digester. The built-up pressure moved the digester dome and caused severe structural damage to the digester wall dome supports in all locations. The Contractor has requested $258,581 and a 42-day contract extension for the cost and time associated with the concrete repairs made to Digester 8.
2. To meet operational requirements, due to changes in field conditions, the Contractor has requested a total of $15,066 to pay for the following equipments and parts:
    a. Additional pipe supports needed to secure two new hot water pipes in the digester control building: $3,590.
    b. Four additional valves had to be installed on the discharge side of the boilers to ensure the new gas boilers pass state inspection: $7,024.
    c. A davit crane base needed in the pump mixing area basement to assist with heavy lifting during pump maintenance activities: $868.
    d. An additional five square feet of louvers area had to be provided in the digester control building to meet state Boiler Combustion Code: $2,001.
    e. Discharge hoses at the centrate return system proved to be stiff. Piping modifications to the discharge coupling will need to be made to ease future coupling and uncoupling of the hoses for use by City staff $1,583.

If approved, Change Order 3 will extend the contract until April 5, 2013, for final completion by adding 42 calendar days construction time and authorizes an additional $273,647 resulting in a 1.97% increase in the contract

amount to the total of $14,931,109.

Fiscal Impact

$18,350,000 is appropriated in Capital Improvement Project 92177, SEWRP Improvements Digester 8 and 9, with $273,647 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution

Change Order Purchasing Form

Engineer's Recommendation Letter

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 3 to that certain Contract No. 9835 by and between the City of Lubbock and Archer Western Construction, LTD, for the Southeast Water Reclamation Plant Digesters 8 & 9 Improvements Project, and related documents. Said Change Order No. 3 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.ChgOrd#3 Contract-Archer
January 15, 2013

CITY OF LUBBOCK
CHANGE ORDER

Change Order #:	3	Contractor:	Archer Western Contractors, LTD
Date:	January 11, 2013	BID/ITB/RFP #:	RFP #11-9835-MA
Contract #:	9835	Project Name:	Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project

"Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. **Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project** ***(attach additional pages if necessary)*****:**

Per attached backup material this Change Order #3 includes the following items: **Item 1)** Digester 8 Concrete Repair Detail at a cost of $258,581.32 and 42 additional days. **Item 2)** Additional Pipe Supports per RFI #65 and #66 at $3,590.21 and no additional days. **Item 3)** Addition of 4-inch OS&Y Gate Valves on the Inlet and Outlet Flanges of Boilers at $7,024.36 and no additional days. **Item 4)** Furnish and Install Additional Davit Crane Base at a cost of $867.87 and no additional days. **Item 5)** Furnish and Install Louvers at Control Room Doors at a cost of $2,000.78 and no additional days. **Item 6)** Add Long Radius 90's At Centrate Piping at a cost of $1,582.87 and no additional days.

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$13,886,000
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	$273,647.41
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	1.97%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$771,461.70
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$1,045,109.11
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% Maximum*	7.53%
G.	NEW CONTRACT AMOUNT (A+E):	$14,931,109.11

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures ***(please sign in order and return 3 originals with Contract Cover Sheet to Purchasing and Contract Management Department)*****:**

Wayne Pumbaugh 1/16/13
(1) CONTRACTOR Date

Hani E. Michel 1/14/2013
(2) PROJECT ARCHITECT/ENGINEER Date

Approved as to Content:

1/15/13
(3) OWNER'S REPRESENTATIVE Date

Approved as to Form:

1/15/2013
(4) CITY ATTORNEY Date

Cheryl Brock 1/16/13
(5) CAPITAL PROJECTS MANAGER Date

(6) PURCHASING AND CONTRACT MANAGER Date

Change Orders over $25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK

(7) MAYOR Date

ATTEST:

(8) CITY SECRETARY Date

Council Date:_____ Agenda Item #:_____ Resolution #:_____

carollo
Engineers...Working Wonders With Water®

January 11, 2013

Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
1625 13th Street
Lubbock, TX 79457

Subject: Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project
Change Order #3

Dear Zoltan:

Attached with this letter is documentation for Change Order #3.

Item	Description	Cost Impact	Time Impact	Status
1	Digester 8 Concrete Repair Detail	$258,581.32	+42 days	Recommended by Carollo
2	Additional Pipe Supports per RFI #65 and #66	$3,590.21	No Time	Recommended by Carollo
3	Addition of 4-inch OS&Y Gate Valves on the Inlet and Outlet Flanges of Boilers	$7,024.36	No Time	Recommended by Carollo
4	Furnish and Install Additional Davit Crane Base	$867.87	No Time	Recommended by Carollo
5	Furnish and Install Louvers at Control Room Doors	$2,000.78	No Time	Recommended by Carollo
6	Add Long Radius 90's At Centrate Piping	$1,582.87	No Time	Recommended by Carollo
Total Contract Impacts from CO #3 Items:		**+$273,647.41**	**+42 days**	

Items recommended for inclusion with Change Order #3 are described in more detail as follows:

Item 1

Archer Western is requesting $258,581.32, and 47 additional calendar days as a result of the additional costs and time associated with concrete repairs made to Digester 8. The Engineer recommended acceptance of a revised proposal for $258,581.32, and 42 additional calendar days.

The following documents are attached to support Item 1:

1. PCM #17 created by Carollo Engineers on October 29, 2012.
2. PCM #17 response from Archer Western dated November 15, 2012.

8911 Capital of Texas Highway North, Suite 2200, Austin, Texas 78759
P. 512.453.5383 F. 512.453.0101
carollo.com

3. Revised PCM #17 response from Archer Western dated January 9, 2013.

4. Letter dated November 13, 2012 from David Teel of Archer Western Construction Company with proposal backup information.

5. Letter dated January 10, 2013 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

Item 2

Archer Western is requesting $7,180.42 and three additional days for costs and time associated with the installation of pipe supports on a 10 inch digested sludge line, and two hot water lines. These supports were presented by the Contractor under RFI #65 and RFI #66. PCM #12 was recommended by the Engineer with a modification of terms to a price of $3,590.21 and no additional days.

The following documents are attached to support Item 2:

1. PCM #12 created by Archer Western on June 13, 2012.

2. Letter dated June 13, 2012 from David Teel of Archer Western Construction Company with the proposal for reimbursement.

3. RFI #65 - Pipe Supports at 10" DS in Mixing Area, as submitted by Archer Western on May 15, 2012.

4. RFI #65 response, as submitted by Carollo Engineers on May 21, 2012.

5. RFI #66 - Supports for Hot Water in Skylight Areas, as submitted by Archer Western on May 15, 2012.

6. RFI #66 response, as submitted by Carollo Engineers on May 21, 2012.

7. PCM #12 response, and letter dated January 11, 2013 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

Item 3

Archer Western is requesting $7,024.36 as a result of the additional costs associated with the installation of two 4-inch diameter valves on the inlet and outlet flange of each boiler (four valves total), in response to RFI #83. The valves are recommended by the Engineer to ensure the boilers pass State inspection.

The following documents are attached to support Item 3:

1. PCM #16 created by Carollo Engineers on October 24, 2012.

2. Archer Western response to PCM #16 dated November 12, 2012, and proposal backup information.

3. RFI #83 - Concerns About Boiler Piping, as submitted by Archer Western on October 12, 2012.

4. RFI #83 response, as submitted by Carollo Engineers on October 12, 2012.

5. Letter dated January 10, 2013 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

Item 4

Archer Western is requesting $867.87 to purchase and install one additional davit crane base and base cover in the Pump Mixing Area. The additional base will facilitate the removal of the chopper pumps from the pump mix area after they have been extracted from the chopper pump pit. The Engineer recommended acceptance of the proposal.

The following documents are attached to support Item 4:

1. PCM #19 created by Archer Western on December 18, 2012, and proposal backup information.

2. Letter dated January 10, 2013 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

Item 5

Archer Western is requesting $2,000.78 as a result of the additional costs associated with the installation of two 24 inch by 42 inch louvers in the east side central double doors at the Digester Control Building, in response to RFI #84. The louvers are recommended by the Engineer to ensure the boilers pass State inspection.

The following documents are attached to support Item 5:

1. PCM #20 created by Archer Western on January 2, 2013, and proposal backup information.

2. RFI #84 - Boiler Combustion Air Concerns, as submitted by Archer Western on November 17, 2012.

3. RFI #84 response, as submitted by Carollo Engineers on December 14, 2012.

4. Letter dated January 10, 2013 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

Item 6

Archer Western is requesting $1,582.87 as a result of the additional costs associated with the installation of six 4-inch long radius ductile iron elbows at the centrate return system. These elbows are required to smooth transition from pump discharge piping to the flow meter piping, and from the flow meter piping to the hose rack due to the unexpected stiffness of the interconnecting hoses. The elbows are recommended by the Engineer to ease future coupling and uncoupling of the hoses by City staff.

The following documents are attached to support Item 6:

1. PCM #21 created by Archer Western on January 11, 2013, and proposal backup information.

2. Letter dated January 11, 2013 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

The change in contract price associated with Items 1 through 6 is summarized below:

- Original contract price : $13,886,000
- Net increase in price of this change order: +$273,647.41
- Contract price with all approved change orders: $14,927,518.90
- Original contract time: 510 Days to Final Completion
- Net increase of time with this change order: +42 days
- Contract time with all approved change orders: 655 days to Final Completion

Please contact, Jason Anderson, or myself with any questions.

Thank you for the opportunity to provide construction phase services for the City of Lubbock. We look forward to continuing to work with you and City staff on this project through its successful completion.

Sincerely,

CAROLLO ENGINEERS, INC.

Hani E. Michel

Hani E. Michel, P.E.
Project Manager

JEA:ckt

cc: John Turpin, P.E.
Mary Gonzales
Gary Wheelwright
Jason Anderson, P.E.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number:	92177
Capital Project Name:	SEWRP Improvements Digester 8 and 9

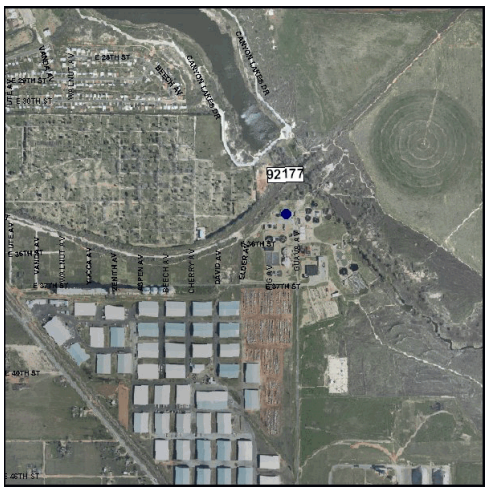
	Budget
Encumbered/Expended	
Carollo Engineers PC - Solids Engineering Study	$ 685,210
Carollo Engineers PC - Digester 8 & 9 Design	948,000
City of Lubbock Staff Time as of 1/1/13	51,391
Bid Cost	3,776
Carollo Engineers PC - Amendment No. 1, RPR Contract	1,299,229
Archer Western Construction, LLC Contract	13,886,000
Change Order No. 1 with Archer Western Construction, LLC	162,829
Change Order No. 2 with Archer Western Construction, LLC	608,633
Agenda Items January 31, 2011	
Carollo Engineers PC Amendment No. 3	191,300
Archer Western Construction, LLC Change Order No. 3	273,647
Encumbered/Expended To Date	18,110,015
Estimated Costs for Remaining Appropriation	
SEWRP Improvements	239,985
Remaining Appropriation	239,985
Total Appropriation	$ 18,350,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements will be constructed in several phases. Phase I includes upgrades to the influent pump station and the influent lift station. Phase II includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and ultraviolet disinfection. Phase III includes the design and construction of improvements to solids handling. Phase IV includes upgrades to Plant 3 for biological nutrient removal. The improvements will produce stream quality effluent to be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

The project is associated with Phase III for the improvements to Digesters 8 and 9.

Project Justification

Water planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 is to begin utilizing the City's effluent as a valuable water resource asset. The project improves the wastewater treatment facilities in such a manner that the plant can produce a consistent supply of stream quality discharge for discharge into the North Fork of the Double Mountain Fork of the Brazos River.

Project History

Phase I includes improvements to the influent lift station and is completed. Phase II includes improvements to Plant 4 and is currently under construction and expected to be completed in December 2011.

$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$11,850,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $10.5 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$11.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$4.5 million was appropriated in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.

		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	17,500,000	0	0	0	0	0	0	17,500,000
Design and Engineering	850,000	0	0	0	0	0	0	850,000
Total Project Appropriation	18,350,000	0	0	0	0	0	0	18,350,000

Funding Detail	Funding to Date	FY 2012-13	Unappropriated Planning Years FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
2005 Wastewater Revenue CO's	100,000	0	0	0	0	0	0	100,000
FY 2006 Wastewater Revenue CO's	1,098,548	0	0	0	0	0	0	1,098,548
FY 2007 Wastewater Revenue CO's	374,560	0	0	0	0	0	0	374,560
FY 2008 Wastewater Revenue CO's	776,892	0	0	0	0	0	0	776,892
FY 2011 Wastewater Revenue CO's	16,000,000	0	0	0	0	0	0	16,000,000
Total Funding Sources	18,350,000	0	0	0	0	0	0	18,350,000

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

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Amendment 3 to Contract 9433 with Carollo Engineers, Inc., for extending construction phase services for the Southeast Water Reclamation Plant Digester 8 and 9 Improvements Project.

Item Summary

On April 28, 2011, Lubbock City Council authorized Contract 9433 with Carollo Engineers, Inc., for furnishing construction phase services during the construction of the Southeast Water Reclamation Plant Digester 8 and 9 Improvements Project.

By contract, the construction was to be completed on November 11, 2012; however, the project is approximately six months behind schedule due to delays caused by thicker than anticipated sludge in Digester 8 and time spent on unforeseen structural repairs of Digester 8. Digester 8 was damaged during a sludge overflow event that cracked the digester dome supports of the digester wall. Amendment 3 will extend the construction phase services and allow these services to continue through the completion of the project.

Amendment 3 extends Contract 9433 by 120 calendar days until May 31, 2013, and authorizes an additional $191,300 resulting in a 14.7% increase in the contract amount to the total of $1,490,529.

Fiscal Impact

$18,350,000 is appropriated in Capital Improvement Project 92177, SEWRP Improvements Digester 8 and 9, with $191,300 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution - Digesters

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 Agreement dated February 25, 2010 for Southeast Water Reclamation Plant Digester 8 & 9 Improvements Project, by and between the City of Lubbock and Carollo Engineers, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #3 Agrmt-Carollo Engineers, Inc.
January 15, 2013

AMENDMENT NO. 3

TO CONTRACT NO. 9433 BETWEEN THE CITY OF LUBBOCK

AND CAROLLO ENGINEERS, INC.

AMENDMENT NUMBER 3 DATED January 31, 2013 to the AGREEMENT between the City of Lubbock ("City") and Carollo Engineers, Inc. ("Engineer"), dated on February 25, 2010 ("the Agreement") concerning Southeast Water Reclamation Plant Digester 8 & 9 Improvements Project ("the Project").The Engineer has entered into the Agreement with the City for furnishing of professional services, and the parties now desire to amend the Agreement.

Amendment No. 3 extends the Agreement an additional 120 days from the expiration date of the Agreement as extended in Amendment No. 2 such that the Agreement and Amendments shall terminate at the close of business on May 31, 2013. City and Engineer have established a not to exceed budget of $191,300 to complete all services under Exhibit A.

This amendment includes additional services to be performed by Engineer and provisions for additional compensation by the City to the Engineer, as set forth in Exhibit A hereto. All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this 31st day of January, 2013.

CITY OF LUBBOCK

By: _____
Glen C. Robertson
Mayor

CONSULTANT

By: Hani E. Michel
Hani Michel, P.E.
Associate Vice President

Scott Hoff, P.E.
Vice President

APPROVED AS TO CONTENT

By: Marsha Reed
Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM

By: _____
Chad Weaver, Assistant City Attorney

EXHIBIT A
AMENDMENT NO. 3 - ESTIMATED LABOR HOURS AND FEES FOR ADDITIONAL SERVICES DURING CONSTRUCTION
DIGESTERS 8 & 9 IMPROVEMENTS PROJECT

		Project Manager	Project Professional Engineer	Professional Engineer	Assistant Professional Engineer	Project Representative (RPR)	Project Construction Inspector	Sr Technician	Admin. (Document Processing/ Clerical)	Field Admin	TOTAL LABOR (HOURS)	TOTAL CAROLLO LABOR ($)	PaveTex Engineering and Testing, Inc.	Wunderlich-Malec	WDP and Associates	EADOC	Total Sub with Markup	Meals/Lodging/Rental Car	Travel (Airfare)	Other Direct Cost	TOTAL DIRECT COSTS	
Section 100 - Project Management and Administration																						
101	Project Management, Planning and Reporting	10	16		10				16		52	$8,450					$0	$1,200	$2,400		$3,600	$12,050
102	Preconstruction Conference										0	$0					$0				$0	$0
103	Project Coordination		8	8							16	$2,990					$0				$0	$2,990
104	Maintain Project Documents				32				32		64	$7,560					$0				$0	$7,560
105	Administer Construction Schedule										0	$0					$0				$0	$0
106	Administer Contractor Progress Payments								8		8	$760					$0				$0	$760
107	Substantial and Final Completion Inspection										0	$0					$0				$0	$0
	Subtotal - Section 100	**10**	**24**	**8**	**42**	**0**	**0**	**0**	**56**		**140**	**$19,760**	**$0**	**$0**	**$0**		**$0**	**$1,200**	**$2,400**	**$0**	**$3,600**	**$23,360**
Section 200 - Office Services During Construction																						
201	Prepare Conformed Documents										0	$0					$0				$0	$0
202	Submittal Review										0	$0					$0				$0	$0
203	Issue Interpretations and Clarifications	16	60	30	16			4	4		130	$24,140					$0			$400	$400	$24,540
204	Minor Changes, Change Order Requests, and Change Orders	16	60	30	10			10	4		130	$24,210					$0			$400	$400	$24,610
205	Technical Meetings										0	$0					$0				$0	$0
206	Record Drawings										0	$0					$0				$0	$0
	Subtotal - Section 200	**32**	**120**	**60**	**26**	**0**	**0**	**14**	**8**		**260**	**$48,350**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$800**	**$800**	**$49,150**
Section 300 - Field Services During Construction																	$0					
301	Provide Resident Project Representative (50 hrs/week, 4 months)					870					870	$113,100					$0				$0	$113,100
302	Document Project Completion										0	$0					$0				$0	$0
303	On-Site Project Administrative Assistance (20 hrs/week, 10 months)										0	$0					$0				$0	$0
304	Discipline Inspections										0	$0					$0				$0	$0
	Subtotal - Section 300	**0**	**0**	**0**	**0**	**870**	**0**	**0**	**0**		**870**	**$113,100**	**$0**	**$0**	**$0**		**$0**	**$0**	**$0**	**$0**	**$0**	**$113,100**
	SUBTOTAL (SECTIONS 100, 200, & 300)	**42**	**144**	**68**	**68**	**870**	**0**	**14**	**64**		**1,270**	**$181,210**	**$0**	**$0**	**$0**		**$0**	**$1,200**	**$2,400**	**$800**	**$4,400**	**$185,610**
Section 400 - Special Services																						
401	Additional Design Services - Retention Basin Design Modifications										0	$0					$0				$0	$0
402	Material Testing (Soils, Concrete, Asphaltic Concrete, and Additional Testing)										0	$0					$0				$0	$0
403	Confirmation Survey										0	$0					$0				$0	$0
404	Web Based Project Document Management System			10							10	$1,750				$3,750	$3,940				$0	$5,690
405	Electronic Operations Manual										0	$0					$0				$0	$0
406	Startup and Training										0	$0					$0				$0	$0
	Subtotal - Section 400	**0**	**0**	**10**	**0**	**0**	**0**	**0**	**0**		**10**	**$1,750**	**$0**	**$0**	**$0**		**$3,940**	**$0**	**$0**	**$0**	**$0**	**$5,690**
	TOTAL (ALL SECTIONS INCLUDING SPECIAL SERVICES)	**42**	**144**	**78**	**68**	**870**	**0**	**14**	**64**		**1,280**	**$182,960**	**$0**	**$0**	**$0**		**$3,940**	**$1,200**	**$2,400**	**$800**	**$4,400**	**$191,300**

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number:	92177
Capital Project Name:	SEWRP Improvements Digester 8 and 9

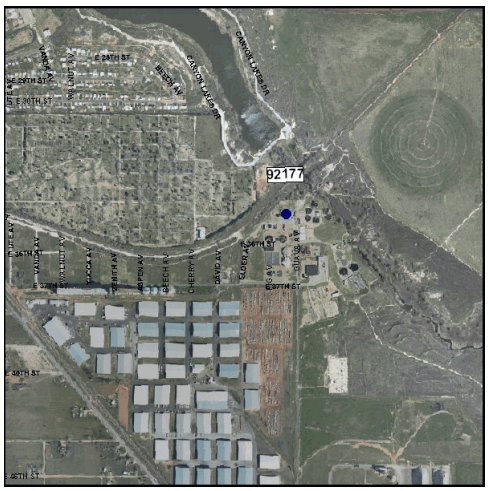
		Budget
Encumbered/Expended		
Carollo Engineers PC - Solids Engineering Study	$	685,210
Carollo Engineers PC - Digester 8 & 9 Design		948,000
City of Lubbock Staff Time as of 1/1/13		51,391
Bid Cost		3,776
Carollo Engineers PC - Amendment No. 1, RPR Contract		1,299,229
Archer Western Contractors, Ltd. Construction Contract		13,886,000
Change Order No. 1 with Archer Western Contractors		162,829
Change Order No. 2 with Archer Western Contractors		608,633
Agenda Items January 31, 2011		
Carollo Engineers PC Amendment No. 3		191,300
Archer Western Contractors Change Order No. 3		273,647
Encumbered/Expended To Date		18,110,015
Estimated Costs for Remaining Appropriation		
SEWRP Improvements		239,985
Remaining Appropriation		239,985
Total Appropriation	$	18,350,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements will be constructed in several phases. Phase I includes upgrades to the influent pump station and the influent lift station. Phase II includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and ultraviolet disinfection. Phase III includes the design and construction of improvements to solids handling. Phase IV includes upgrades to Plant 3 for biological nutrient removal. The improvements will produce stream quality effluent to be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

The project is associated with Phase III for the improvements to Digesters 8 and 9.

Project Justification

Water planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 is to begin utilizing the City's effluent as a valuable water resource asset. The project improves the wastewater treatment facilities in such a manner that the plant can produce a consistent supply of stream quality discharge for discharge into the North Fork of the Double Mountain Fork of the Brazos River.

Project History

Phase I includes improvements to the influent lift station and is completed. Phase II includes improvements to Plant 4 and is currently under construction and expected to be completed in December 2011.

$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$11,850,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $10.5 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$11.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$4.5 million was appropriated in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.

		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	17,500,000	0	0	0	0	0	0	17,500,000
Design and Engineering	850,000	0	0	0	0	0	0	850,000
Total Project Appropriation	18,350,000	0	0	0	0	0	0	18,350,000

Funding Detail	Funding to Date	FY 2012-13	Unappropriated Planning Years FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	Total Funding
2005 Wastewater Revenue CO's	100,000	0	0	0	0	0	0	100,000
FY 2006 Wastewater Revenue CO's	1,098,548	0	0	0	0	0	0	1,098,548
FY 2007 Wastewater Revenue CO's	374,560	0	0	0	0	0	0	374,560
FY 2008 Wastewater Revenue CO's	776,892	0	0	0	0	0	0	776,892
FY 2011 Wastewater Revenue CO's	16,000,000	0	0	0	0	0	0	16,000,000
Total Funding Sources	18,350,000	0	0	0	0	0	0	18,350,000

Regular City Council Meeting **5. 12.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Amendment Resolution - Public Works Wastewater: Consider a resolution authorizing the Mayor to execute Amendment 4 to Contract 8773 with Terracon Consultants, Inc., for professional engineering and geosciences services for groundwater monitoring and remediation at the Land Application Sites.

Item Summary

In November 2008, the City entered into an agreement with Terracon Consultants for professional services necessary for compliance with the Agreed Order with the Texas Commission on Environmental Quality (TCEQ) for the Lubbock (LLAS) and Hancock Land Application Sites (HLAS).

Amendment 1 included well sampling, groundwater flow modeling, and annual groundwater quality and water level monitoring reports as part of the groundwater remediation project at the two sites.

Amendment 2 included strategic planning for the two sites involving regulatory compliance and closure issues; and the required annual TCEQ groundwater reports for LLAS and HLAS summarizing the project history and monitoring activities, including tabular sampling, gauging results, and maps of nitrate iso-concentrations with potentiometric contours. Source characterization studies at LLAS were completed to delineate the horizontal and vertical extent of nitrate in the groundwater, evaluate the potential that deep-seated sources of leachable nitrate might exist in the unsaturated zone beneath the LLAS, investigate if denitrifying bacteria are present in selected locations to aid in the natural attenuation of nitrate, and analyze nitrogen isotope to identify other sources of nitrate in the groundwater that may not be related to LLAS irrigation operations.

Amendment 3 included strategic planning for the two sites involving regulatory compliance and closure issues, the required annual TCEQ groundwater reports for LLAS and HLAS summarizing the project history and monitoring activities, and tabular sampling, gauging results, and maps of nitrate iso-concentrations with potentiometric contours. At the LLAS, the consultant reviewed existing publicly available information to fill data gaps, made recommendations concerning possible revisions to the groundwater monitoring program, conducted supplemental borings to evaluate the potential that deep-seated sources of leachable nitrate might exist in the unsaturated zone beneath the LLAS, constructed a model to predict nitrate travel times and loading rates to the underlying groundwater, and integrated the findings of the 2011 work that evaluated alternative pumping scenarios with the unsaturated zone modeling work to develop conceptual alternative groundwater remedial approaches at the LLAS. At the HLAS, the consultant performed five soil borings at selected locations to conduct a deep seeded nitrogen investigation.

Amendment 4 includes five additional soil borings at LLAS, intended to supplement similar work completed in 2011 and 2012, which identified potential sources of deep seated nitrogen in unsaturated soils beneath certain areas of the LLAS. The information obtained from the additional soil borings will be used by the consultant to build upon the unsaturated zone modeling work, done in 2012, to predict nitrate travel times and loading rates to the underlying groundwater. There will also be an initial workshop with the consulting team and City of Lubbock staff to discuss the overall approach to develop an optimized groundwater recovery system for the LLAS. It is anticipated that the initial meeting/workshop will be the first of multiple tasks in a multi-year effort required to develop a revised

groundwater remediation plan. In addition, the consultant will continue to review existing publicly available information to fill data gaps, and make additional recommendations concerning possible revisions to the groundwater monitoring program.

The contract term is one year. Compensation for services will not exceed $195,800.

Fiscal Impact

$113,300 is included in the FY 2012-13 Wastewater operating budget, and $400,000 is appropriated in Capital Improvement Project 8531, Land Application Optimization, with $82,500 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Terracon

2008 Contract

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 BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Professional Services Agreement, by and between the City of Lubbock and Terracon Consultants, Inc., and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

Res-Amend.Prof Srvs Agrmnt-Terracon Consultants, Inc
1.7.13

STATE OF TEXAS

COUNTY OF LUBBOCK

FOURTH AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT

This Fourth Amendment to Professional Service Agreement is entered into this 31st day of January, 2013 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Terracon Consultants, Inc. (the "Engineer"), a Delaware corporation.

WHEREAS, the Engineer and the City have previously entered into certain Professional Service Agreement dated November 20, 2008, Resolution No. 2008.R0453 (Contract #8773) (hereinafter called "the Agreement"); and

WHEREAS, the Engineer and the City previously amended the Agreement on January 26, 2012, Resolution No. 2012-R0041; and

WHEREAS, the City and the Engineer hereby desire to further amend said agreement.

NOW THEREFORE, the City and the Engineer hereby agree to amend the Agreement as follows:

1) That "Attachment A" of the Agreement is hereby substituted and replaced with "Attachment A1.2013" that is that is attached hereto.

2) This amendment to the Agreement shall be effective upon execution. The remainder of the Agreement shall remain in full force and affect except as changed herein.

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

CITY OF LUBBOCK

_____
GLEN ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Attorney

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Amy L. Sims, Assistant City Attorney

TERRACON

By: John Cuddihee, P.E.

Name: John Cuddihee, P.E.

Title: Principal

ATTACHMENT A1.2013

Described below is the scope of work and associated fees for Terracon to provide consulting services to the City of Lubbock for the Hancock Land Application Site (HLAS) and Lubbock Land Application Site (LLAS). This exhibit outlines specific tasks, budgets, and not to exceed amounts for Terracon to complete the scope of work. Terracon's fee schedule that will be used for negotiating fees for Additional Services not included in this scope of work is also attached.

Specific tasks to allow Terracon to assist the City to define project strategies and/or interface with the Texas Commission on Environmental Quality (TCEQ) are included in this scope of work. In addition, Terracon has included tasks to manage project data and prepare state mandated routine annual monitoring reports for the HLAS and LLAS for submission to the TCEQ in May 2013. The 2013 Annual Report for the LLAS will include an updated groundwater model for the LLAS that was originally revised for the 2010 Annual Report. In addition, specific tasks are included to evaluate additional information pertaining to water and soil quality, and groundwater elevations in the vicinity of the LLAS and HLAS.

Additional tasks such as the installation of groundwater monitoring wells, and efforts to optimize the computer model for alternative groundwater remedial approaches at the LLAS may be negotiated as Additional Services and may be added to this Agreement by amendment hereof.

Task 1 – Strategic Planning and Meetings

This task includes the review of updated project data as necessary, site visits, strategic planning with the City of Lubbock, and interfacing with City of Lubbock Staff and TCEQ regulators. Terracon will meet with City of Lubbock personnel to discuss strategic planning for the LLAS and HLAS including regulatory compliance and closure issues. The strategic planning session(s) will address both short-term and long-term planning. The short-term planning discussions will include wastewater operations, farming operations, and remediation activities at the LLAS. The long-term planning discussions will include the wastewater development and water use planning and the beneficial use of the property. The long-range planning will also be used to develop a monitoring, remediation, and closure strategy for the LLAS. One strategic planning meeting in Lubbock is proposed during the course of the year.

Terracon will assist the City of Lubbock with their discussions with the TCEQ as necessary. The LLAS is currently operated, monitored, and remediated pursuant to the permit effective January 1, 2012. Terracon will assist the City of Lubbock as necessary, and as requested, to evaluate technical issues pertaining to the permit.

Task 2 - HLAS

Terracon shall complete two main project tasks related to compliance with the City of Lubbock's TPDES permit No. 10353-002 related to the HLAS. The three project tasks and associated work scope are summarized below.

Task 2.1 HLAS Data Management

This task will involve database file management including database updates, preparation of supporting graphs, and review of data provided by the City of Lubbock during the fiscal year. The City of Lubbock will collect onsite groundwater samples, gauge monitor wells, and procure laboratory services. The city-contracted laboratory will be NELAC accredited. Sampling data will not be reviewed and reported

pursuant to TRRP-13 (Review and Reporting of COC Concentration Data). Thus, Terracon has not included a usability review of the data or the preparation of a Data Usability Summary (DUS).

It is anticipated that the following data will be collected, compiled, and included in the databases during the fiscal year:

- Annual groundwater level measurements from thirty-one offsite irrigation wells measured by the High Plains Underground Water Conservation District;
- Quarterly nitrate data from southern onsite monitor wells (MW-1A, MW-2A, MW-34, MW-35, and MW-36);
- Semi-annual nitrate data from 36 onsite wells;
- Annual static water level data from 36 onsite wells;
- Annual groundwater quality data from 36 onsite wells; and
- Annual groundwater quality field sampling data (i.e., pH, conductivity, oxidation/reduction potential, dissolved oxygen, and temperature) from 36 onsite wells.

Terracon will integrate laboratory and field collected data into existing databases. Terracon will review the data for trends and spatial distribution. Throughout the year, as data are compiled and reviewed, Terracon will evaluate the data and communicate findings with the City of Lubbock staff and attorneys.

Task 2.2 HLAS Annual Report

This task involves preparation of the HLAS annual report. The HLAS annual report will summarize the project history and monitoring activities, and will include tabular sampling and gauging results and maps of nitrate iso-concentrations and potentiometric contours. Terracon will prepare a draft report that will be submitted to the City of Lubbock and attorneys for review and comments. Terracon will work with the City of Lubbock and attorneys to address any comments and will prepare a final report. The report will be sealed by a licensed professional geoscientist or licensed professional engineer. The report is due to the TCEQ by the end of May.

Task 3 - LLAS

Terracon shall initially complete three main project tasks related to compliance with the City of Lubbock's TPDES Permit No. 10353-002 related to the LLAS and one supplemental task. The three project tasks and associated work scope are summarized below.

Task 3.1 LLAS Data Management

This task will involve database file management including database updates, preparation of supporting graphs, and review of data provided by the City of Lubbock during the fiscal year. The City of Lubbock will collect onsite groundwater samples, gauge monitor wells, and procure laboratory services. The city-contracted laboratory will be NELAC accredited. Sampling data will not be reviewed and reported pursuant to TRRP-13. Thus, Terracon has not included a usability review of the data or the preparation of a DUS.

It is anticipated that the following data will be collected, compiled, and included in the databases during the fiscal year:

- Monthly groundwater production data for approximately 43 recovery wells;
- Semi-annual nitrate data from approximately 150 site wells;
- Annual static water level data from approximately 150 site wells;
- Annual groundwater quality data from approximately 150 site wells;

- Annual groundwater quality field sampling data (i.e., pH, conductivity, oxidation/reduction potential, dissolved oxygen, and temperature) from approximately 150 site wells; and
- Quarterly North Fork data upstream of FM 400 and monthly lake nitrate data.

Terracon will integrate laboratory and field collected data into existing databases. Terracon will review the data for trends and spatial distribution. Throughout the year, as data are compiled and reviewed, Terracon will evaluate the data and communicate any findings with the City of Lubbock staff and attorneys.

Task 3.2 Groundwater Model Update for 2013 LLAS Annual Report

As required for the May 2013 LLAS Annual Report to the TCEQ, this task will involve preparing an annual update to the existing MODFLOW/MT3D computer model prepared for the LLAS that was revised by Terracon for the 2010 LLAS Annual Report. As directed by the TCEQ, the May 2013 LLAS annual report will include a discussion of the revisions and update to the groundwater MODFLOW/MT3D model to include a re-calibration of the model for 2013 to simulate flow conditions and water quality at the LLAS over the next five year period. Terracon will procure the services of Dr. Ken Rainwater and his associates for the groundwater modeling task to support the preparation and submission of the 2013 LLAS Annual Report, and they will focus on those modeling tasks necessary to re-calibrate the model based on comparison of modeled data to actual data from 2013 and the previous years. Once the model has been calibrated to match approximate groundwater levels and nitrate concentrations, the current nitrate concentration data will be input into the model to generate a prediction of future conditions for a 5-year predictive period in accordance with the current Remediation Plan. The modeling description and results will be presented in the 2013 LLAS Annual Report as described below.

Task 3.3 LLAS Annual Report

This task will involve preparation of the LLAS annual report. The LLAS annual report will summarize the project history and monitoring and remediation activities, and will include tabular sampling and gauging results and maps of nitrate iso-concentrations and potentiometric contours. The May 2013 LLAS annual report will also include a discussion of the 2013 LLAS MODFLOW/MT3D model based on the updated nitrate distribution in groundwater and expected groundwater withdrawal rates, wastewater application rates, and typical rainfall. Nitrate data from the offsite bottled water sampling program will also be evaluated. Terracon will prepare a draft report that will be submitted to the City of Lubbock and attorneys for review and comments. Terracon will work with the City of Lubbock and attorneys to address any comments and will prepare a final report. The report will be sealed by a licensed professional geoscientist or licensed professional engineer. The report is due to the TCEQ by the end of May each year.

Task 4 - Project Management / Communications

During the course of the project, there will be times when Terracon will need to provide overall project management duties, communicate and meet with the City of Lubbock staff, attorneys, the TCEQ, and with Agri-Waste Technologies (AWT) regarding routine matters or to address questions that arise from operations and management of the HLAS and LLAS. This would also include ongoing technical consultation to support sampling activities for the onsite and offsite areas. Initial meetings with City of Lubbock staff and the TCEQ in Austin are addressed in Tasks 1.2 and 1.3. Additionally in Task 4, Terracon anticipates an additional meeting with City of Lubbock.

Task 5 – Supplemental Deep Seated Nitrogen Investigation at LLAS

Soil Borings and Nitrogen Analysis

The scope of work presented herein includes the advancement of five supplemental soil borings at selected locations at the LLAS. Terracon will procure the services of a subcontracted licensed water well driller. The proposed scope of work is intended to supplement similar work completed in 2011 and 2012 which identified potential sources of deep seated nitrogen in unsaturated soils beneath certain areas of the LLAS. The actual locations will be selected following completion of the unsaturated modeling work completed in 2012 and discussion with the City of Lubbock staff. The proposed costs assume Terracon labor and oversight but also assume that City of Lubbock sampling technicians familiar with the site and protocols will provide sampling support and assistance particularly pertaining to the clearing of subsurface utilities prior to drilling.. Depending on drilling conditions, soils will be collected continuously using a split barrel sampling device and logged by a Terracon geoscientist. Sample aliquots will be collected at approximately two foot intervals and archived by the laboratory. Initially, samples from approximately every four foot interval will be analyzed in the laboratory for soil nitrate (EPA Method 300.0) and soil moisture content to allow the results to be reported on a dry-weight basis. If elevated nitrate concentrations are observed, additional archived samples from adjacent intervals may also be analyzed for nitrate and soil moisture content. In addition, up to a total of five soil samples will be analyzed by sieve analysis (ASTM D Method D422) for grain size distribution. At the proposed locations for the deep seated nitrogen investigation, the depth to the water table is expected to range between 70 to 100 feet below grade. For the purpose of this cost estimate, it is assumed that the borings will extend to an average depth of 90 feet below grade and that the spoils (soil cuttings) can be spread onsite on nearby roadways of pivot irrigator tracks. Terracon will meet with the City of Lubbock to approve the precise locations of the proposed borings and will help coordinate utility clearance with Texas One Call (Dig-Tess). The City of Lubbock will be responsible for identifying the location of private subsurface utilities not identified during the Dig Tess utility clearance.

Task 6 – Refine LLAS Unsaturated Zone Model for Future Nitrate Loading

The objective of Task 6 will be to build upon the unsaturated zone modeling work in 2011and 2012 to predict nitrate travel times and loading rates to the underlying groundwater. Existing nitrogen and water balance estimates calculated by AWT over the last decade of effluent application will be reviewed along with other data obtained from previous investigations of deep seated nitrogen performed by the City of Lubbock and Terracon to improve the understanding of the likely distribution of unsaturated nitrate beneath the LLAS and Contract 210 plots. This information, along with the future assumed effluent application or irrigation rates, will be input to the HYDRUS unsaturated zone transport model, a public domain code, to predict the likely nitrate transport and loading over time to the water table and to evaluate nitrate source management options. Terracon will procure the services of Dr. Ken Rainwater and his associates to develop the HYDRUS model simulations. This nitrate loading information predicted by the HYDRUS unsaturated model will serve as potential input to future simulations of the saturated LLAS groundwater model using MODFLOW-MT3D described in Task 7 below and which may be further evaluated by additional modeling tasks to be included in an amendment to the contract in 2013.

In previous saturated zone groundwater modeling efforts, the values of the nitrate input with recharge in the LLAS MODFLOW-MT3D model were based on calibration to fit the historical groundwater nitrate distributions and informed by the distribution of applied effluent across the different LLAS irrigation plots. When these nitrate inputs were used in the 5-year groundwater model predictions, it was assumed that the near future would be like the recent past. However, when longer simulations of 30 years are made, the uncertainty of those calibrated nitrate inputs persisting over the entire 30 year period becomes much more questionable. As proposed herein, an improved understanding of longer term loading and groundwater impact could be achieved with the use of the HYDRUS unsaturated zone model.

Two conditions and nitrogen source management strategies will be modeled. In the first condition, input to the HYDRUS model will be the assumed current vertical distribution of nitrate in the unsaturated zone as the starting condition, and then applying irrigation water with the assumed current nitrogen concentrations in a manner similar to previous and planned future LLAS effluent application rates. In the second condition, input to the HYDRUS model will be the assumed current vertical distributions of nitrate in the unsaturated zone as the starting condition, but it will be assumed that no further effluent application takes place at the LLAS and only rainwater would be the infiltrating liquid to transport the residual nitrogen to the underlying water table. This modeling approach should provide a much more realistic and defensible approach to predicting future nitrate loadings to the water table under the two conditions proposed above and can be used to guide the overall remedial strategy.

One project meeting is included in the scope of this task in order to meet with City of Lubbock personnel to discuss the results of the study effort and the draft report. Terracon will prepare a draft report that will be submitted to the City of Lubbock and attorneys for review and comments.

Task 7 – Workshop for Design Basis Approach for Optimizing LLAS Groundwater Recovery System

This task to be completed in 2013 includes an initial workshop with the groundwater modeling team and City of Lubbock staff to discuss the overall approach to develop an optimized groundwater recovery system for the LLAS. It is anticipated that the initial meeting/workshop will the first of multiple tasks in a multi-year effort required to develop a revised groundwater remediation plan. As such, additional tasks beyond the initial workshop may be negotiated in 2013 as part of an amendment to the contract.

However, as an initial phase for 2013, a workshop will be held with the City of Lubbock staff to allow for the necessary interaction with City staff to explain the optimization effort and approach and to get feedback so that an initial design basis optimization technical memorandum can be prepared in 2013 outlining the process and approach.

To obtain information required to configure the optimization analysis with the project needs, an initial workshop with City staff will be held to present optimization methods and discuss performance objectives of the remediation system. Attributes of the system design objectives include control/minimize plume migration offsite, reduce plume mass, shrink plume footprint, limit offsite plume, limit discharge to Yellowhouse Canyon and other desirable characteristics as merited) as well as timeframe goals for achievement. This workshop will also include discussions on any desired constraints on the optimization solution such as restrictions on potential locations for new monitoring wells, limits on total and well specific extraction rates, minimum and maximum groundwater levels, and budgetary constraints for implementation (including both construction and annual operation costs).

Following the conclusion of the initial workshop, a draft technical memorandum will be prepared and submitted to the City of Lubbock summarizing the outcome and decisions of the meeting and various optimization methods that were discussed. It is envisioned that this document will set the stage for the development of future groundwater modeling optimization efforts.

Task 8 – Recommendations for Revised Sampling Plan

The objective of this task will be to first utilize and review existing publicly available information to fill data gaps that may exist since completion of area wide investigations completed by ARCADIS and the Texas Water Commission in the late 1980s. The second objective of this task is to make recommendations concerning possible revisions to the groundwater monitoring program. This task will initially involve an updated review of

publicly available water well information from the Texas Water Development Board (TWDB), the High Plains Underground Water Conservation District, and the Texas Commission on Environmental Quality (TCEQ) to identify new or additional wells and publicly available groundwater quality data in the vicinity of the LLAS since the time of preparation of the regional study completed as part of the original remediation plan submitted in 1989. Since that time, it is anticipated that additional domestic and irrigation wells have been installed and perhaps groundwater quality information will be available in public databases. In late 2009, Terracon subcontracted with an environmental data management firm to complete a water well search of publicly available data on wells in the vicinity of LLAS and to obtain current land/well ownership. Based on the preliminary review of that information, several hundred wells and well owners were identified. The updated water well database will be compared to the previous available data including those wells sampled as part of the City of Lubbock's bottled water sampling program in order to make recommendations for possible revisions to the groundwater monitoring program. This task may include the identification of additional private irrigation wells that, if groundwater quality information could be obtained, could add to the existing groundwater quality database and further guide the installation of future groundwater monitoring wells. It is assumed that the City of Lubbock can provide the names and addresses of the wells sampled as part of the bottled water sampling program.

Estimated costs to complete Tasks 1 through 8 are presented in Table 1. Please note that these costs are conceptual in nature and were prepared for planning purposes only. In some cases, written cost estimates were received from selected vendors and contractors and these estimates are subject to change depending on the actual timeframe for the work and the exact nature and scope of the actual work performed. In other circumstances, no written estimates were received and some costs were estimated based on Terracon's experience with this and similar projects. It is also assumed that sampling technicians from the City of Lubbock will be available to assist with the sampling activities to facilitate the overall effort.

Project Summary Budget

Terracon will perform this project on a time and materials basis using the attached Fee Schedule. This proposal includes both one-time and routine activities. This proposal includes the annual costs to perform routine tasks once. The project summary budget for Terracon to perform work defined related to the above HLAS and LLAS tasks is as follows:

ESTIMATED FEES FOR PROFESSIONAL SERVICES

Task 1 – Strategic Planning and Meeting	$8,600
Task 2 – HLAS (annual budget)	
Task 2.1 – HLAS Data Management	$5,600
Task 2.2 – HLAS Annual Report	$15,000
Task 3 – LLAS (annual budget)	
Task 3.1 – LLAS Data Management	$8,600
Task 3.2 – Groundwater Model Update for Annual Report	$35,500
Task 3.3 – LLAS Annual Report	$25,000
Task 4 – Project Management (annual budget)	$15,000
Task 5 – Supplemental Deep Seated Nitrogen Investigation at LLAS	$40,500
Task 6 – Refine LLAS Unsaturated Zone Model	$20,000
Task 7 – Workshop for Design Basis Optimization Study for LLAS	$17,000
Task 8 – Revised Sampling Plan	$5,000
TOTAL TASKS 1 THROUGH 8	**$195,800**

Terracon

ENVIRONMENTAL CONSULTING SERVICES

FEE SCHEDULE

HOURLY FEES FOR PERSONNEL

Environmental Professional includes Environmental Engineer, Environmental Scientist, Geologist and Hydrogeologist

Expert Witness	$175.00
Senior Principal / Program Manager	$160.00
Principal	$135.00
Group Manager	$125.00
Senior Environmental Engineer	$125.00
Senior Project Manager	$110.00
Project Manager	$100.00
Environmental Professional V	$100.00
Environmental Professional IV	$95.00
Environmental Professional III	$85.00
Environmental Professional II	$75.00
Environmental Professional I	$65.00
Environmental Technician II	$65.00
Environmental Technician I	$60.00
Administrative Assistant	$55.00
Draftsperson/CAD Operator	$55.00
Word Processor	$50.00
Clerical	$45.00

TRAVEL EXPENSES

Reimbursable Expenses are charged at cost plus 10%.

Vehicle Charge (local), per day	$60.00
Mileage (per mile)	$0.58
Per Diem	$125.00
Document Delivery/Overnight (per standard package)	$20.00

FIELD EXPENSES

Development Pump (per day)	$40.00
Disposable Bailer (each)	$20.00
GEM 2000 Gas Analyzer & Extraction Monitor (per day)	$200.00
Hand Auger (per day)	$25.00
Handheld GPS Instrumentation (per day)	$45.00
High Flow Air Pump (per day)	$50.00
IAQ Instrumentation (QTRAK, Moisture Meter) (per day)	$50.00
Interface Probe (per day)	$85.00
Low Flow Air Pump (per day)	$35.00
Low Flow Sampling Cell (includes YSI/Horiba & flow cell)	$150.00
Low Flow Bladder Pump (per day)	$100.00
Peristaltic Pump (per day)	$50.00
pH/Conductivity/Temperature Meter (per day)	$50.00
PID Meter (per day)	$110.00
Sample Kit (per boring)	$35.00
Sample Kit (per well)	$50.00
Submersible Purge Pump (per day)	$175.00
Trimble Pro XRS Pathfinder Backpack GPS (per day)	$165.00
Water Level Indicator (per day)	$35.00
XRF Meter (per day)	$350.00

SUBCONTRACTS AND THIRD PARTY CONTRACTS

With the exception of those subcontracts specifically listed above to be executed through Terracon at cost plus 10%, other normal subcontract functions shall be executed through the City of Lubbock. Upon City's approval, other subcontracts may be executed through Terracon at cost plus 10%.

Resolution No. 2008-R0453
November 20, 2008
Item No. 5.19

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 Professional Services Agreement, by and between the City of Lubbock and Terracon Consultants, Inc., and all related documents. Said Professional Services Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this **20th** day of **November** 2008.

TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Thomas Adams, Deputy City Manager

Aubrey A. Spear, Director of Water Utilities

APPROVED AS TO FORM:

Richard K. Casner, First Assistant City Attorney

Terracon-Prof. Services Agree.res
November 11, 2008

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this 20th day of November, 2008, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Terracon Consultants, Inc. (the "Engineer"), a Delaware corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience in evaluation and study of hydrology, including without limitation, ground water quality, ground water remediation activities and issues related to discharges of treated effluent and is qualified to perform such activities (the "Activities");

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

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

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

ARTICLE I

Services

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

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be on a time and materials basis as provided in Attachment "A", attached hereto, not to exceed the sum of $140,000. This amount shall be invoiced to the City monthly as work is performed.

2.02 The City may authorize Engineer to perform services in addition to those specifically described in Attachment "A" ("Additional Services"), not to exceed the sum of $25,000. The City Council of the City herein delegates the authority to authorize additional Services to the Director of Water Utilities.

2.03 This Agreement shall expire on December 31, 2009. Additionally, the City may terminate this Agreement at any time during the term hereof by providing written notice to Engineer at least thirty (30) days prior to the effective date of termination as provided in such notice. 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.

ARTICLE III

Independent Contractor

3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as is exercised by a professional engineer under similar circumstances and Engineer hereby represents to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent

contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Engineer and Engineer's employees will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE IV

Events of Default/Remedies

4.01

a. City's Defaults/Engineer's Remedies. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by Engineer to perform hereunder, Engineer may, if said default shall be continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to it by law, contract, equity or otherwise.

b. Engineer's Defaults/City's Remedies. In the event Engineer shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Engineer, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

ARTICLE V

Insurance/Indemnity

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

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

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

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

The City shall be listed as 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.

Engineer shall indemnify and hold City and City's elected officials, officers, agents, employees and independent contractors harmless, to the fullest extent permitted by law, from and against any and all claims, demands, damages, costs, liabilities and

expenses, and including reasonable attorney's fees, to the extent of Engineer's negligence, as a result of, related to or arising from Engineer's negligent use or occupation of City owned lands, and/or the negligent performance, operations or omissions under this Agreement. The indemnity provided herein shall survive the expiration or termination of this Agreement.

ARTICLE VI

Miscellaneous

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

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

For City:

Tom Adams, Deputy City Manager
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-2051

w/ copy to:

Aubrey Spear, P.E., Director of Water Utilities
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3344

For Engineer:

Terracon

_____

_____

Facsimile: (____)_____

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

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

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

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

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

6.07 Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the property of the City when Engineer has been compensated as set forth in Section 2.01, above. The Engineer shall make copies of any and all work products for its files.

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

6.09 Engineer may not assign or subcontract any part of the Services under this Agreement, in whole or in part, without the written consent of such assignment or subcontract by the City. Engineer may, subject to the right of approval by the City, subcontract certain of the Services to highly qualified professionals. The right of approval of the City of Engineer's subcontractors is hereby delegated by the City Council of City to the Director of Water Utilities. The approval by the City of the subcontract requested by Engineer shall not affect the liability of Engineer hereunder to City for the timely performance of the Services as prescribed in this Agreement. The term "Engineer", as used in and for all purposes of this Agreement, includes Engineer's subcontractors and subconsultants. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.

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

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

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

CITY OF LUBBOCK

Tom Martin
TOM MARTIN, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

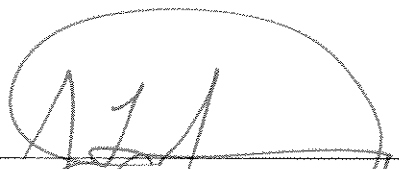
Tom Adams, Deputy City Manager

Aubrey A. Spear, Director of Water Utilities

APPROVED AS TO FORM:

Richard K. Casner, First Assistant City Attorney

Terracon

By: 

Name: Jack L. Spriggs

Title: Senior Principal

ATTACHMENT A

Described below is the scope of work and associated fees for Terracon to provide consulting services to the City of Lubbock for the Hancock Land Application Site (HLAS) and Lubbock Land Application Site (LLAS). This exhibit outlines specific tasks, estimated project hours, budgets, and not to exceed amounts for Terracon to complete the anticipated scope of work. Terracon's fee schedule that will be used for negotiating fees for Additional Services not included in this scope of work is also included in this exhibit.

Specific tasks to allow Terracon to review site data, to assist the City to define project strategies, revise the Remediation Work Plan, and interface with the Texas Commission on Environmental Quality (TCEQ) are included in this scope of work. In addition, Terracon has included tasks to manage project data and prepare state mandated routine annual monitoring reports for the HLAS and LLAS for submission to the TCEQ in May 2009. Additional tasks ("Additional Services") such as static water level recovery program assistance, off-site groundwater monitoring, aquifer testing, investigation of deep-seated nitrogen, and development of a revised groundwater model may be negotiated as Additional Services and may be added to this Agreement by amendment hereof.

Task 1 – Project Review and Strategic Planning

This task includes the review of project documents, site visits, strategic planning with the City of Lubbock, and interfacing with regulators.

Task 1.1 – Document Review

Terracon will review project documents for the HLAS and LLAS, including:

- Agreed Order with the Texas Water Commission;
- Texas Pollution Discharge Elimination System (TPDES) permits and applications;
- Groundwater Level Measurement Quality Assurance Plan;
- Groundwater Sample Collection Quality Assurance Plan;
- Recent Annual Reports for HLAS and LLAS;
- Previous soil and water monitoring and gauging data and data management;
- Boring and well logs;
- Remediation work plans;
- Groundwater model development documentation and reports;
- Previous correspondence with the TCEQ; and
- Pertinent documentation provided by the City of Lubbock relating to farm and wastewater operations.

Task 1.2 – Site Visit and Strategic Planning Meeting

Terracon will tour the HLAS and LLAS sites to review wastewater, farm, and remediation operations. After visiting the sites, Terracon will meet with City of Lubbock personnel to

discuss strategic planning for the LLAS. The strategic planning session(s) will address both short-term and long-term planning. The short-term planning discussions will include the collaborative and conflicting activities for the wastewater operations, farming operations, and remediation activities at the LLAS. The long-term planning discussions will include the wastewater development and water use planning and the beneficial use of the property. The long-range planning will also be used to develop a monitoring, remediation, and closure strategy for the LLAS. The site tours and strategic planning meeting(s) with the City of Lubbock will be performed in two days.

Task 1.3 – Meetings with Regulators

Terracon will assist the City of Lubbock with their discussions with the TCEQ. The LLAS is currently operated, monitored, and remediated pursuant to a 1989 Agreed Order with the Texas Water Commission (TWC, predecessor to TCEQ). The Agreed Order stipulates and/or requires, among other things,:

- Operations and maintenance pursuant to TWC Permit No. 10353-02,
- Implement irrigation practices to prevent ponding of irrigation water on the farm and construct tailwater control facilities to prevent the discharge of wastewater from the farm,
- Continue proper equipment operations to determine application rates and maintain accurate records of the volume of effluent applied as irrigation water,
- No discharge of wastewater effluent to unlined ponds (excluding tailwater control facilities),
- Maintain 5 feet of freeboard in tailwater control facilities at all times,
- Submit an interim plan to preclude further recharge of irrigation water to the aquifer to the TWC within 90 days,
- Adhere to the groundwater remediation plan that was approved by the TWC on August 25, 1989, which includes monitoring of dissolved constituents in the groundwater,
- Submit annual reports to the TWC that discusses the progress of the project for the duration of the groundwater remediation project,
- Submit plan for a comprehensive industrial monitoring program that includes a revised industrial waste ordinance to the TWC within 90 days,
- Submit semi-annual reports of the industrial monitoring program to the TWC, which includes the impact of the program to the Southeast Water Reclamation Plant (SEWRP; formerly South East Wastewater Treatment Plant),

Terracon understands that the City of Lubbock submitted a TPDES Discharge Permit amendment/renewal in August 2008 for the wastewater treatment facilities. Terracon will assist the City of Lubbock in determining whether it will be more advantageous to seek permission from the TCEQ to remediate the LLAS under the operating permits and to bring the Agreed Order to a closure or to continue the remediation process under the Agreed Order. Terracon will assist the City and their attorneys with identifying regulatory programs and pitfalls of potentially ceding their grandfathered status, and assist the City with the regulatory interactions with the TCEQ. This proposal includes time for senior project officers to meet with the City of Lubbock

and their attorneys by phone and to accompany the City of Lubbock at a meeting with the TCEQ in Austin.

Task 1.4 – Revised Remediation Work Plan

Arcadis G&M prepared a Revised Remediation Work Plan for the LLAS in November 2002. The work plan references the Groundwater Level Quality Assurance Plan, the Groundwater Sample Collection Quality Assurance Plan, the Development of a Groundwater Flow and Solute Transport Model, the nutrient management water balance model, the potential pilot testing of in-situ nitrate remediation technologies, and operational aspects of the groundwater pumping system.

Terracon will prepare an updated Revised Remediation Work Plan that:

- States remediation objectives;
- Updates and revises the groundwater sampling plan;
- Describes an aquifer testing plan to be potentially performed in conjunction with the static water level recovery measurements described in the Groundwater Level Quality Assurance Plan;
- Provides a work plan for the investigation of deep-seated nitrogen and nitrate attenuation parameters in soils and groundwater; and
- Provides a plan to revise the groundwater model.

Ideally, the work plan will be revised following discussions with the TCEQ relating to identifying the appropriate regulatory program for the LLAS. This work plan will be descriptive in nature, and the remediation objectives and investigative results will provide a basis for the subsequent development of a remediation plan for the LLAS. Terracon anticipates that the Revised Remediation Work Plan will be submitted to the TCEQ along with the LLAS Annual Report in May 2009.

Task 2 - HLAS

Terracon shall complete two main project tasks related to compliance with the City of Lubbock's TPDES permit No. 10353-002 related to the HLAS. The two project tasks and associated work scope are summarized below.

Task 2.1 - HLAS Data Management

This task will involve database file management including database updates, preparation of supporting graphs, and review of data provided by the City of Lubbock during the fiscal year. The City of Lubbock will collect onsite groundwater samples, gauge monitor wells, and procure laboratory services.

The city-contracted laboratory will be NELAC accredited. Sampling data will not be reviewed and reported pursuant to TRRP-13 (Review and Reporting of COC Concentration Data). Thus,

Terracon has not included a usability review of the data or the preparation of a Data Usability Summary (DUS) in this proposal.

It is anticipated that the following data will be collected, compiled, and included in the databases during the fiscal year:

- Quarterly nitrate data from southern onsite monitor wells (MW-1A, MW-2A, MW-34, MW-35, and MW-36);
- Semi-annual nitrate data from 36 onsite wells;
- Annual static water level data from 36 onsite wells;
- Annual groundwater quality data from 36 onsite wells; and
- Annual groundwater quality field sampling data (i.e., pH, conductivity, temperature) from 36 onsite wells.

Terracon will integrate laboratory and field collected data into existing databases. Terracon will review the data for trends and spatial distribution. Throughout the year, as data is compiled and reviewed, Terracon will evaluate the data and communicate any findings with the City of Lubbock staff and attorneys.

Task 2.2 - HLAS Annual Report

This task involves preparation of the HLAS annual report. The HLAS annual report will summarize the project history and monitoring activities, and will include tabular sampling and gauging results and maps of nitrate iso-concentrations and potentiometric contours. Terracon will prepare a draft report that will be submitted to the City of Lubbock and attorneys for review and comments. Terracon will work with the City of Lubbock and attorneys to address any comments and will prepare a final report. The report will be sealed by a licensed professional geoscientist or licensed professional engineer. The report is due to the TCEQ by the end of May each year.

Task 3 - LLAS

Terracon shall initially complete two main project tasks related to compliance with the City of Lubbock's TPDES Permit No. 10353-002 related to the LLAS. The two project tasks and associated work scope are summarized below.

Task 3.1 - LLAS Data Management

This task will involve database file management including database updates, preparation of supporting graphs, and review of data provided by the City of Lubbock during the fiscal year. The City of Lubbock will collect onsite groundwater samples, gauge monitor wells, and procure laboratory services.

The city-contracted laboratory will be NELAC accredited. Sampling data will not be reviewed and reported pursuant to TRRP-13. Thus, Terracon has not included a usability review of the data or the preparation of a DUS in this proposal.

It is anticipated that the following data will be collected, compiled, and included in the databases during the fiscal year:

- Monthly groundwater production data for approximately 43 recovery wells;
- Semi-annual nitrate data from approximately 150 site wells;
- Annual static water level data from approximately 150 site wells;
- Annual groundwater quality data from approximately 150 site wells;
- Annual groundwater quality field sampling data (i.e., pH, conductivity, and temperature) from approximately 150 site wells; and
- Quarterly lake nitrate data.

Terracon will integrate laboratory and field collected data into existing databases. Terracon will review the data for trends and spatial distribution. Throughout the year, as data is compiled and reviewed, Terracon will evaluate the data and communicate any findings with the City of Lubbock staff and attorneys.

Task 3.2 - LLAS Annual Report

This task generally involves preparation of the LLAS annual report. The LLAS annual report will summarize the project history and monitoring and remediation activities, and will include tabular sampling and gauging results and maps of nitrate iso-concentrations and potentiometric contours. The May 2009 LLAS annual report will not include groundwater modeling revisions and projections. Terracon will prepare a draft report that will be submitted to the City of Lubbock and attorneys for review and comments. Terracon will work with the City of Lubbock and attorneys to address any comments and will prepare a final report. The report will be sealed by a licensed professional geoscientist or licensed professional engineer. The report is due to the TCEQ by the end of May each year.

Task 4 - Project Management / Communications

During the course of the project, there will be times when Terracon will need to communicate with the City of Lubbock staff, attorneys, the TCEQ, and with Agri-Waste Technologies (AWT) regarding routine matters or to address questions that arise from operations and management of the HLAS and LLAS. Initial meetings with City of Lubbock staff and the TCEQ in Austin are addressed in Tasks 1.2 and 1.3. Additionally in Task 4, Terracon anticipates an additional meeting with City of Lubbock staff and one meeting with the TCEQ Lubbock Region Office staff during the first year of the contract.

Project Summary Budget

Terracon will perform this project on a time and materials basis using the attached 2008 Fee Schedule. This proposal includes both one-time and routine activities. This proposal includes the annual costs to perform routine tasks once. The project summary budget for Terracon to perform work defined related to the above HLAS and LLAS tasks is as follows:

ESTIMATED FEES FOR PROFESSIONAL SERVICES

Task 1 – Project Review and Strategic Planning	
Task 1.1 – Document Review	$19,791
Task 1.2 – Site Visit and Strategic Planning Meeting	$11,356
Task 1.3 – Meetings with Regulators	$5,940
Task 1.4 – Revised Remediation Work Plan	$15,870
Task 2 – HLAS (annual budget)	
Task 2.1 – HLAS Data Management	$8,600
Task 2.2 – HLAS Annual Report	$20,200
Task 3 – LLAS (annual budget)	
Task 3.1 – LLAS Data Management	$9,600
Task 3.2 – LLAS Annual Report	$27,340
Task 4 – Project Management (annual budget)	$17,440
Total Project Fee (first 12 month period of contract)	$136,137

Terracon

ENVIRONMENTAL CONSULTING SERVICES

FEE SCHEDULE

HOURLY FEES FOR PERSONNEL

Environmental Professional includes Environmental Engineer, Environmental Scientist, Geologist and Hydrogeologist

Expert Witness	$175.00
Senior Principal / Program Manager	$160.00
Principal	$135.00
Group Manager	$125.00
Senior Environmental Engineer	$125.00
Senior Project Manager	$110.00
Project Manager	$100.00
Environmental Professional V	$100.00
Environmental Professional IV	$95.00
Environmental Professional III	$85.00
Environmental Professional II	$75.00
Environmental Professional I	$65.00
Environmental Technician II	$65.00
Environmental Technician I	$60.00
Administrative Assistant	$55.00
Draftsperson/CAD Operator	$55.00
Word Processor	$50.00
Clerical	$45.00

TRAVEL EXPENSES

Reimbursable Expenses are charged at cost plus 10%.

Vehicle Charge (local), per day	$60.00
Mileage (per mile)	$0.58
Per Diem	$125.00
Document Delivery/Overnight (per standard package)	$20.00

FIELD EXPENSES

Development Pump (per day)	$40.00
Disposable Bailer (each)	$20.00
GEM 2000 Gas Analyzer & Extraction Monitor (per day)	$200.00
Hand Auger (per day)	$25.00
Handheld GPS Instrumentation (per day)	$45.00
High Flow Air Pump (per day)	$50.00
IAQ Instrumentation (QTRAK, Moisture Meter) (per day)	$50.00
Interface Probe (per day)	$85.00
Low Flow Air Pump (per day)	$35.00
Low Flow Sampling Cell (includes YSI/Horiba & flow cell)	$150.00
Low Flow Bladder Pump (per day)	$100.00
Peristaltic Pump (per day)	$50.00
pH/Conductivity/Temperature Meter (per day)	$50.00
PID Meter (per day)	$110.00
Sample Kit (per boring)	$35.00
Sample Kit (per well)	$50.00
Submersible Purge Pump (per day)	$175.00
Trimble Pro XRS Pathfinder Backpack GPS (per day)	$165.00
Water Level Indicator (per day)	$35.00
XRF Meter (per day)	$350.00

SUBCONTRACTS AND THIRD PARTY CONTRACTS

Normal subcontract functions shall be executed through the City of Lubbock (e.g., analytical testing laboratories, drillers, services provided by Texas Tech University). Upon City's approval, minor subcontracts may be executed through Terracon at cost plus 10%.

rc:ProfessionalServicesAgreement.TERRACON.AS

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number:	8531
Capital Project Name:	Land Application Optimization
Capital Project Number:	6421.8319
Capital Project Name:	Wastewater Operating Budget

	Budget	
Capital Project Number:	**8531**	**6421.8319**
Encumbered/Expended		
Terracon Contract 8773	$ 280,945	
City of Lubbock Staff Time	632	
Sampling and Monitoring	-	57,728
Agenda Item January 13, 2013		
Terracon	82,500	113,300
Encumbered/Expended To Date	364,077	171,028
Estimated Costs for Remaining Appropriation		
Testing/Sampling Monitoring	35,923	202,776
Remaining Appropriation	35,923	202,776
Total Appropriation	$ 400,000	373,804

Managing Department **Land Application**

Project Manager **Mary Gonzales**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope
Evaluate, pilot test, and implement land application practices optimizing effluent disposal from the Southeast Water Reclamation Plant.

Project Justification
The project is essential to meet regulatory requirements for managing the wastewater effluent at the City's land application facilities to ensure compliance with the City's Texas Pollution Discharge Elimination (TPDES) wastewater permit and regulatory requirements.

Project History
The remediation program at the City's land application sites is designed to comply with the City's TPDES wastewater permit and regulatory requirements.

$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
Reduced by $100,000 in 2012-13 CIP meeting by Chief Operating Officer, March 24, 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
Design and Engineering	400,000	0	0	0	0	0	0	400,000
Total Project Appropriation	400,000	0	0	0	0	0	0	400,000

		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 2011 Wastewater Pay-As-You-Go	400,000	0	0	0	0	0	0	400,000
Total Funding Sources	400,000	0	0	0	0	0	0	400,000

Regular City Council Meeting **5. 13.**

Meeting Date: 01/31/2013

Information

Agenda Item

Resolution - Oil and Gas Lease: Consider a resolution authorizing the Mayor to execute the Ratification of Pooled Unit – Lubheirs Coop #20 Unit, ratifying an agreement entitled First Amendment of Pooled Unit – Lubheirs Coop #20 Unit, as a mineral owner under that certain Oil and Gas Lease, dated December 13, 1984, by and between the City of Lubbock, Lessor, and Texland Petroleum, Inc., Lessee, covering lands in Section 5 and 6, Block A, Lubbock County, Texas.

Item Summary

Texland Petroleum, Inc. operates a mineral lease on City property located on both sides of the North Loop between Martin Luther King, Jr. Boulevard and North Guava Avenue. The lease was signed on December 13, 1984. In 2003, the City approved an initial pooling agreement for the area around owned tracts located in Sections 5 and 6, Block A, Lubbock County, Texas. Now, Texland desires to combine additional acreage in order to drill a new horizontal oil well in this area. As a mineral interest owner, the City needs to ratify the new pooling agreement for this specific area. This ratification simply begins the process for the proposed well. Texland will still have to apply for and receive both their State permit and their City permit before drilling operations under this new production unit will commence.

Consideration of signing the pooled unit agreement as a standard contract:

- The City owns an interest in a fairly large land area within the pooled Lubheirs Unit #20 that currently pays approximately $1,000,000 per year in royalty. The new pooling agreement will add additional royalty payments on top of the current royalty payments from the current well under the Lubheirs #20 Pooled Unit. The amount will depend on production and per barrel price.
- Most of the Clearfork production area north of Lubbock has already been “pooled” into a secondary recovery field. This makes the original forty-acre production units moot. With the aid of injection wells, the field is in secondary recovery, and the injection of water is pushing the last remnants of oil out of the formation. However, all the “pooled” mineral interest owners get their fair share of revenue from this type of recovery.
- If this agreement is not approved, Texland still has the ability of seeking a “forced pool” with the Railroad Commission. Forced pooling is the compulsory joinder of ownership rights in property within a proposed well spacing unit by exercise of the state’s police power. The end result of the forced pool will be similar to that of signing the amended pooling agreement in the first place. The City will wind up in the same place, whether or not the City signs the agreement.
- The proposed amended pool in this contract includes additional acreage. The City has no royalty interest in these additional acres. However, an amended pool will allow Texland to avoid making requests for about five wells instead of the single horizontal well discussed below.
- As noted, the City will receive royalty for the oil produced from the new horizontal well through the new pooled unit on top of the current Lubheirs #20 pooled unit agreement. A chart has been provided for estimates.
- CONCLUSION: While there are several tangible benefits for the City in signing the contract, there appears to be no benefits for the City, if the City refuses to sign the contract.

Consideration of the particular methods of oil and gas production:

- The producing formation for this lease is the Clearfork. This is the same formation at about 5,200 feet in depth that has resulted in approximately 80 wells currently located inside the City limit. (To put things into perspective, in total, there are more than 100 wells inside the City limits currently.) This producing formation is NOT located within a strata of shale.
- Texland does intend to file a request to produce the above mentioned area as illustrated on the graphic by means of a single well that then bores horizontally for the distance of the pooled unit. This process will prevent the need for approximately five traditional horizontal wells mentioned above and have less impact on surface owners and increase productivity for Texland.
- In order to increase production, there will be "fracturing" along the bore to allow for oil extraction. Injection will occur to move the oil to the pumping location. The next bullet describes the process more completely.
- The attorney for Texland, Dub Bratcher, has indicated that although the well will be horizontal and will contain some fracturing, the bore will not be of the type that has been the topic of public conversation lately.
    - o Mr. Bratcher has confirmed with Texland that they are planning to use a lot less fluid in the fracturing of this horizontal well.
        - *Texland is planning to use 5,500 gallons of fluid per stage in the fracturing process together with 11,000 pounds of sand per stage. Texland estimates 8-10 stages, and thus, about 55,000 gallons of fluid will be injected. A typical Barnett Shale gas well requires 2.5 million gallons of water. For this well, Texland will require a fluid amount of about 2% of what is required in a Barnett Shale well, and this water use is less than 1% of what they use.
        - *Texland reports that their fluid is 2/3 produced oil and 1/3 water.
        - *Texland proposes to inject only fluid that will be state-approved by the Railroad Commission.
    - o Mr. Bratcher also confirmed with Texland that the injection pressure for this well will be much less than those of public interest.
        - *Injection pressure is a function of depth and amount of fluid being injected. This well will inject 10-15 barrels a minute when "fracturing" (creating a minimal amount of bore pressure). The Barnett Shale wells inject 60-100 barrels per minute, which creates the need for a much greater pressure.
        - *As part of the permit process with the state, the attorney indicated that they will concrete (seal) the well to 1,600 feet by circulated concrete versus the previous 400-500 feet for all the other wells in Lubbock.
        - *This proposed seal will be illustrated in their well permit application to the City.
    - o As a matter of technique, all wells (water, oil and gas) are "fractured" for production, but just at the bottom of the bore to allow a collection cavity for the product being hauled to the surface by either pumping or natural pressure.
- CONCLUSION: The production methods proposed for this new pooling unit are distinguishable from those used in a typical hydraulic fracturing production. Texland intends to comply with all Federal, state, and local laws and regulations to produce this oil in a manner that is safe for human health and the environment.

Consideration of the particular methods of oil and gas production:

- The Legal Department, along with the Planning Department, are actively reviewing other oil and gas ordinances adopted by other Texas municipalities. Most of these ordinances were adopted after long and agonizing processes. Many of them have faced various legal challenges under preemption issues and takings claims.
- Additionally, the Legal Department is researching current and proposed Federal and state laws, including the Railroad Commission rules, to see how the process of horizontal drilling and hydraulic fracturing is regulated.
- From this research process, we hope to determine what may need to be incorporated into the City's already reasonably well-prepared Lubbock ordinance, which affords a lot of regulatory flexibility to the City Council when considering oil and gas permits within the City limits.

Fiscal Impact

None.

Staff/Board Recommending

Randy Henson, Director of Planning

Attachments

Resolution

Map

Ratification

Pooling 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 the Ratification of Pooled Unit - Lubheirs Coop #20 Unit ("Ratification"), which ratifies an agreement entitled First Amendment of Pooled Unit – Lubheirs Coop #20 Unit ("Amendment"). Said Ratification and said Amendment 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 this ____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

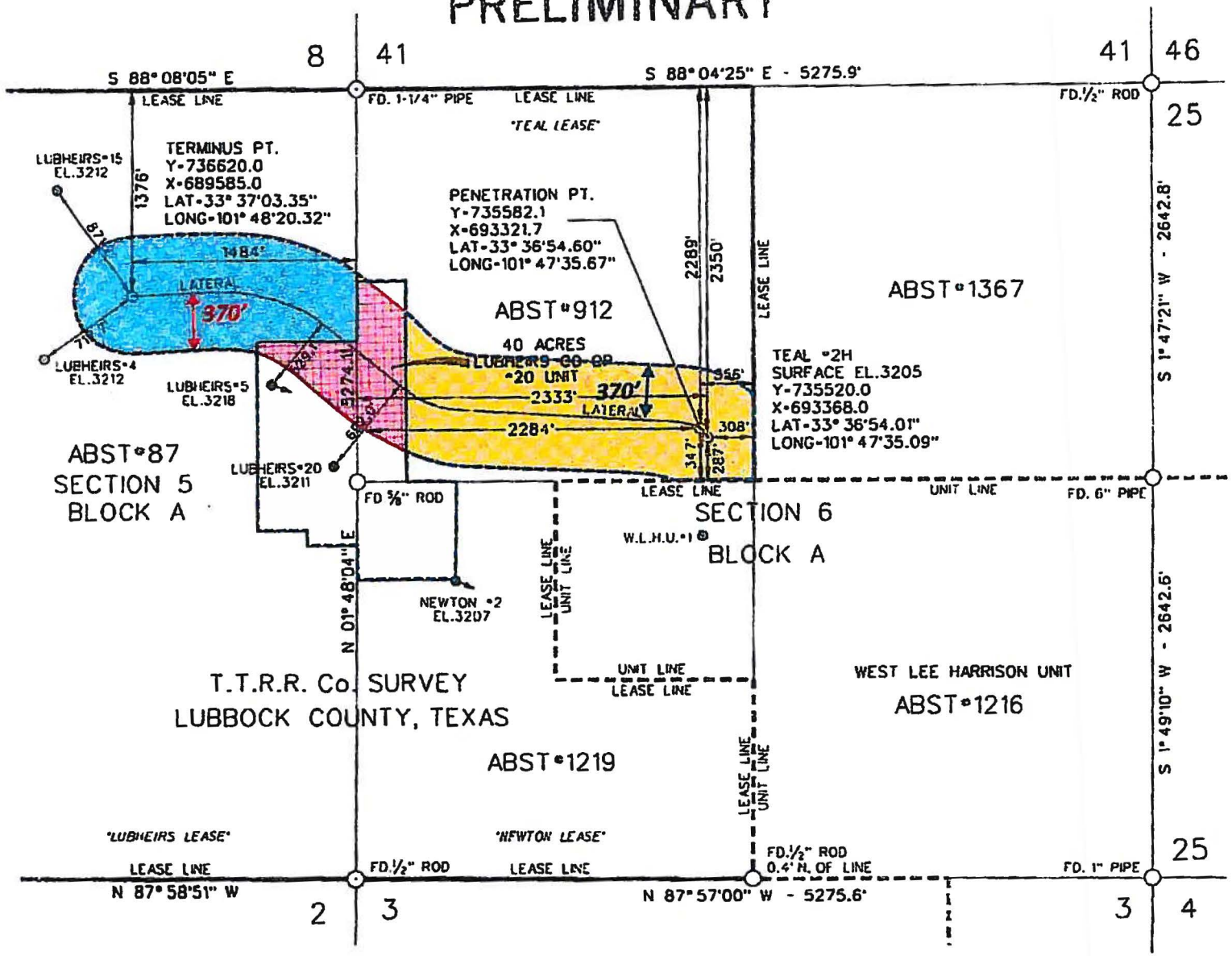
_____
Laura Pratt, Assistant City Attorney

Resolution - Ratification of Pooled Unit Lubheirs Coop 20
1.17.13

Description TERMINUS LOCATION 1376 FEET FROM THE NORTH LINE AND [illegible] FEET FROM THE [illegible] LINE OF

5 & 6	A	87 & 912	T.T. R.R. Co.	LUBBOCK
Section	Block	Abst°	Survey	County

PRELIMINARY



To be filed in
Lubbock County, Texas

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

RATIFICATION OF POOLED UNIT
LUBHEIRS COOP #20 UNIT (LUBHEIRS)

This Ratification of Pooled Unit (this "Ratification") is made by CITY OF LUBBOCK, whose address is P. O. Box 2000, Lubbock, Texas 79457 ("Lessor").

Reference is made to that certain First Amendment to Declaration of Pooled Unit – Lubheirs Coop #20 Unit (the "Amendment"), filed contemporaneously with this Ratification. Lessor is the owner of a mineral, royalty, or overriding royalty in Section 5, T.T. R.R. Co. Survey, A-87, Lubbock County, Texas (the "Land"). Lessor's mineral interest is subject to one or more Oil, Gas & Mineral Leases described in the Amendment (the "Leases").

The working interest owners of the Leases previously created the Lubheirs Coop #20 Unit (the "Unit") by Declaration of Pooled Unit dated November 15, 2002, recorded at Volume 8764, page 105, Official Public Records, Lubbock County, Texas (the "Unit Agreement"), which includes a portion of the Land. Under the Amendment, the working interest owners have proposed expanding the Unit to allow for the drilling of a horizontal well across a portion of the Unit and portions of the Land adjacent to but outside of the Unit as originally formed.

Lessor desires to ratify and confirm the Unit Agreement, as amended by the Amendment.

THEREFORE, in consideration of the above described premises, Lessor hereby ratifies and confirms the Unit Agreement, as amended by the Amendment, and agrees to the inclusion of the Leases and its interests in the Land in the Lubheirs Coop #20 Unit as described in the Amendment. Lessor consents and agrees to the distribution of royalty described in the Amendment. Lessor hereby ratifies and confirms as being in full force and effect the Lease under which Lessor owns an interest. Lessor hereby becomes a party to the Unit Agreement and Amendment as if Lessor had signed an original of said Unit Agreement and Amendment.

Lessor has read the Unit Agreement and Amendment prior to executing this Ratification. Lessor acknowledges that no representations have been made to Lessor and that this ratification has been signed and delivered subject only to the terms and provisions hereof and of said Unit Agreement and Amendment.

LESSOR

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of the CITY OF LUBBOCK, on behalf of the municipality.

_____
Notary Public, State of Texas

Prepared by and after recording please return to:
Wilson C. Woods
Texland Petroleum, L.P.
777 Main Street, Suite 3200
Fort Worth, Texas 76102

To be filed in
Lubbock County, Texas

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

FIRST AMENDMENT OF POOLED UNIT
LUBHEIRS COOP #20 UNIT

The undersigned parties are the working interest owners (the "Lessees") of the Oil, Gas and Mineral Leases listed on attached Exhibit A (the "Leases").

RECITALS

By Declaration of Pooled Unit dated November 15, 2002, recorded at Volume 8764, page 105, Official Public Records, Lubbock County, Texas (the "Unit Agreement"), Lessees created the Lubheirs Coop #20 Unit (the "Unit"), which includes the Leases and covers 40 acres, more or less, described on attached Exhibit B (the "Original Acreage"). Lessees drilled the Lubheirs Coop #20 Well, API No. 42-303-31430, within the Unit.

Lessees desire to drill a horizontal well across the NE/4 of Section 5, Block A, T.T. RR Co. Survey, and the NW/4 of Section 6, Block A, T. T. RR. Co. Survey (the "Horizontal Well"). The wellbore will pass through a portion of the Original Acreage.

Lessees proposed enlarging the Unit to include 78.552 acres surrounding the Horizontal Well, such land being described by metes and bounds on attached Exhibit C (the "Horizontal Acreage"). Lessees also proposed the following allocations of production with respect to the expanded Unit:

(a) Each respective owner of royalty and overriding royalty interests in the Original Acreage shall continue to be credited with their proportionate share of production from the Lubheirs Coop #20 Well on the basis of each owners' acreage contribution to the Original Acreage.

(b) Production associated with the Horizontal Well shall be allocated as follows:

(i) 27.85 acres of said Horizontal Acreage lies in the NW/4 of Section 5, Block A, T.T. RR. Co. Survey, but outside of the Original Acreage. Each respective interest owner in this 27.85 acres shall be credited with their proportionate share of 27.85 / 78.552 of production from the Horizontal Well.

(ii) 39.432 acres of said Horizontal Acreage lies in the NE/4 of Section 6, Block A, T.T. RR. Co. Survey, but outside of the Original Acreage. Each respective interest owner in this 39.432 acres shall be credited with their proportionate share of 39.432 / 78.552 of production from the Horizontal Well.

(iii) 11.270 acres of said Horizontal Acreage lies within the Original Acreage. Each respective interest owner in the Original Acreage shall be credited with their proportionate share of 11.270 / 78.552 of production from the Horizontal Well on the basis of each owner's acreage contribution to the Original Acreage.

Each interest owner in the Original Acreage and the Horizontal Acreage has consented to the proposed expansion of the Unit and the allocation of production described above, as evidenced by a separately executed Ratification of Amendment of Pooled Unit recorded contemporaneously with this Amendment.

AMENDMENT

THEREFORE, pursuant to the authority granted by the owners of royalty and overriding royalty interests in the Original Acreage and the Horizontal Acreage, Lessees hereby amend the legal description of the Unit, as described in the Unit Agreement, to include the Original Acreage and the Horizontal Acreage. Further, Lessees hereby amend Part I of Exhibit A to the Unit Agreement to include all of the Leases, insofar as the Leases cover the Original Acreage and the Horizontal Acreage.

The Unit Agreement is further amended to provide for the allocation of production and costs from the Lubheirs Coop #20 Well and the Horizontal Well as provided above.

This Amendment shall become effective only upon the commencement of drilling operations for the Horizontal Well as to each party who signs this Amendment or ratifies this Amendment by separate agreement. If said drilling operations for the Horizontal Well are not commenced by December 31, 2015, this Amendment shall automatically expire and the Unit Agreement shall remain in force as originally written.

This Amendment may be executed by the parties in any number of counterparts, each of which shall be deemed an original instrument, but all of which together shall constitute but one and the same instrument. Further, this Amendment may be ratified by multiple counterpart Ratification Agreements, all of which shall be binding upon each person who signs such instrument without regard to the joinder of any other owner of an interest (leasehold, royalty, or overriding royalty) in the Land.

[This space intentionally left blank]

Executed this ____ day of August, 2012.

LESSEES

TEXLAND PETROLEUM, L.P.
By: Texpet Mgt., L.L.C., its general partner

By: _____
James H. Wilkes, President

SCHUMACHER PARTNERS II L.P.
By: R. J. Schumacher II, LLC, its general partner

By: _____
Frank Kyle, Sole Manager

KYLE 2010 INVESTMENTS, L.P.
By: Kyle 2010 Management LLC, its General Partner

By: _____
Frank Kyle, Sole Manager

CTK 2010 Investments, L.P.
By: CTK 2010 Management, LLC, its general partner

By: _____
Corey Kyle, Sole Manager

_____
CATHY LONG

_____
W. F. PENDLETON

_____
KEITH W. DAVIS

_____
WILLIAM F. PENDLETON

_____
BRYAN E. LEE

_____
KELLY ROSIER

_____
SIMON LY

_____
SHERMAN SMITH

_____
JUDY MCGINN

_____
GORDON E. SOMMERS

_____
GREG MENDENHALL

_____
STORI S SPOFFORD

_____
JEROME N NAMY

_____
JAMES H WILKES

_____
DENISE OFFIELD

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **James H. Wilkes**, President of Texpet Mgt, L.L.C., the general partner of TEXLAND PETROLEUM, L.P., a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **Frank Kyle**, Sole Manager of R. J. Schumacher II, LLC, the general partner of SCHUMACHER PARTNERS II L.P., a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **Frank Kyle**, Sole Manager of Kyle 2010 Management LLC, the general partner of KYLE 2010 INVESTMENTS, L.P., a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **Corey Kyle**, Sole Manager of CTK 2010 Management LLC, the general partner of CTK 2010 INVESTMENTS, L.P., a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **Cathy Long, Keith W. Davis, Bryan E. Lee, Simon Ly, Judy McGinn, Greg Mendenhall, Jerome N. Namy, Denise Offield, W. F. Pendleton, William F. Pendleton, Kelly Rosier, Sherman Smith, Gordon E. Sommers, Stori S. Spofford**, and **James H. Wilkes**.

_____
Notary Public, State of Texas

_____

ARMINA BRACKEEN

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Armina Brackeen**

_____

Notary Public, State of Texas

_____

BOBBY G. BRACKEEN

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Bobby G. Brackeen**

_____

Notary Public, State of Texas

CORNELL CORPORATION

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF DALLAS

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of Cornell Corporation, a Texas corporation, on behalf of the corporation.

_____
Notary Public, State of Texas

DAVIS FAMILY PARTNERSHIP
By: _____, its general partner

By _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of _____, the general partner of Davis Family Partnership, on behalf of the partnership.

_____
Notary Public, State of Texas

_____
GRETCHEN DENNY

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Gretchen Denny.**

_____
Notary Public, State of Texas

_____
R. WILLIAM DONNALLY

STATE OF OHIO

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **R. William Donnally.**

_____
Notary Public, State of Ohio

DRL PARTNERSHIP

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of DRL PARTNERSHIP, a Texas general partnership, on behalf of the partnership.

_____
Notary Public, State of Texas

_____

ROBERT A. ELSWICK

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Robert A. Elswick.**

_____

Notary Public, State of Texas

FORTUNE NATURAL RESOURCES CORPORATION

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of FORTUNE NATURAL RESOURCES CORPORATION, a Delaware corporation, on behalf of the corporation.

_____
Notary Public, State of Texas

_____

THOMAS R. FOX

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Thomas R. Fox.**

_____

Notary Public, State of Texas

JOHN A. GETTY LLC

By: _____
Name: _____
Title: _____

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of JOHN A. GETTY LLC, a Colorado limited liability company, on behalf of the limited liability company.

_____
Notary Public, State of Colorado

THE HURLEY FAMILY GRANTOR TRUST

By: _____
Charles B. Hurley, Co-Trustee

By: _____
Ruth N. Hurley, Co-Trustee

STATE OF CALIFORNIA

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Charles B. Hurley**, Co-Trustee of THE HURLEY FAMILY GRANTOR TRUST, on behalf of the Trust.

_____
Notary Public, State of California

STATE OF CALIFORNIA

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Ruth N. Hurley** Co-Trustee of THE HURLEY FAMILY GRANTOR TRUST, on behalf of the Trust.

_____
Notary Public, State of California

JESSIE PARTNERS

BY: _____
Preston M. Geren, III, General Partner

ESTACADO EXPLORATION 1982-1, LTD.

By: _____
Preston M. Geren, III, General Partner

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Preson M. Geren, III**, Managing Partner of JESSIE PARTNERS, on behalf of the partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Preston M. Geren, III**, the general partner of ESTACADO EXPLORATION 1982-1, LTD., a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, State of Texas

JAMES M. ALEXANDER & CO.

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of JAMES M. ALEXANDER & CO., on behalf of the entity.

_____
Notary Public, State of Texas

JMA OIL PROPERTIES, LTD.

By: _____, its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of _____, the general partner of JMA OIL PROPERTIES, LTD., a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, State of Texas

KELLER ESTATE PARTNERSHIP

By: _____

KELLER FAMILY PARTNERSHIP

By: _____

SUNDOWN PROPERTIES

By: _____
W. T. Keller, Managing Member

_____
WALLACE T. KELLER

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **W. T. Keller**, Managing Member of SUNDOWN PROPERTIES, a Texas partnership, on behalf of the partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **W. T. Keller**, Managing Member of SUNDOWN PROPERTIES, a Texas partnership, on behalf of the partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **W. T. Keller**, Managing Member of SUNDOWN PROPERTIES, a Texas partnership, on behalf of the partnership.

_____
Notary Public, State of Texas

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **Wallace T. Keller.**

_____
Notary Public, State of Texas

M& R FAMILY PARTNERSHIP

By: _____
Michael E. Chapman, general partner

STATE OF TEXAS

COUNTY OF TARRANT

This instrument is acknowledged before me this ___ day of _____, 2012, by **Michael E. Chapman**, general partner of M & R FAMILY PARTNERSHIP, a Texas limited partnership, on behalf of the partnership.

_____
Notary Public, State of Texas

_____

MARY BETH MILLETT

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Mary Beth Millett.**

_____

Notary Public, State of Texas

_____

SYDNEY E. NIBLO

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Sydney E. Niblo.**

_____

Notary Public, State of Texas

OIL CREEK LLC

By: _____
Name: _____
Title: _____

STATE OF IOWA

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of OIL CREEK LLC, an Iowa limited liability company, on behalf of the limited liability company.

_____
Notary Public, State of Iowa

RECTOR OIL LTD.
By: ASTL Buckeye Enterprises, LLC, its general partner

By: _____
Andrew C. Rector, President

STATE OF TEXAS

COUNTY OF TARRANT

This instrument was acknowledged before me this ___ day of _____, 2012, by **Andrew C. Rector**, President of ASTL Buckeye Enterprises, LLC, the general partner of RECTOR OIL LTD., a Texas limited partnership, on behalf of the limited partnership.

_____
Notary Public, State of Texas

_____
JERALD T. ROGERS

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Jerald T. Rogers.**

_____
Notary Public, State of Texas

_____
FRANK P. TALLEY, JR.

STATE OF TEXAS

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by **Frank P. Talley, Jr.**

_____
Notary Public, State of Texas

WILBANKS ACQUISITIONS II, LLC

By: _____
Name: _____
Title: _____

STATE OF COLORADO

COUNTY OF _____

This instrument was acknowledged before me this ___ day of _____, 2012, by _____, the _____ of WILBANKS ACQUISITIONS II, LLC, a Colorado limited liability company, on behalf of the limited liability company.

_____
Notary Public, State of Colorado

Exhibit A
First Amendment of Pooled Unit
Lubheirs Coop #20 Unit

Leases

The following Oil and Gas Leases, **INSOFAR AND ONLY INSOFAR** as they cover the lands described in Exhibits B and C of this Amendment:

Lease No.	Date	Lessor	Lessee	Recording
Lubheirs Leases				
1749-A	08/03/1983	Lubheirs, Inc.	Young Land & Exploration	54 OPR 73
1749-B	12/13/1984	City of Lubbock	Texland Petroleum, Inc.	55 OPR 685
Teal Leases				
1150-A	01/26/1978	C. Wayne Teal, *et al.*	John R. Stringer	42 OPR 72
1150-B	01/26/1978	Manuel Styles, *et al.*	John R. Stringer	42 OPR 244
Newton Leases				
2031-A	07/30/1948	Hugh Newton Estate	C. A. Pierce	17 OGL 367
2031-B	11/11/1952	Adeline Cone	C. A. Pierce	21 OGL 538
2031-C	03/02/1956	A. L. Cone, *et al.*	Gideon Mayfield	24 OGL 403

Exhibit B
First Amendment of Pooled Unit
Lubheirs Coop #20 Unit

Legal Description: Original Acreage

Tract One: 20 Acres – Lubheirs Leases
A 20 acre tract of land out of the east part of Section 5, Block A, T.T. RR Co. Survey, Lubbock County, Texas, described as follows:

BEGINNING at a point in the east line of said Section 5 located 2,213 feet from the southeast corner of said Section 5;
THENCE West parallel to the south line of said Section 5, a distance of 330 feet;
THENCE North parallel to the east line of said Section 5, a distance of 100 feet;
THENCE West parallel to the south line of said Section 5, a distance of 330 feet;
THENCE North parallel to the east line of said Section 5, a distance of 1270 feet;
THENCE East parallel to the south line of said Section 5, a distance of 660 feet;
THENCE south along the east line of said Section 5, a distance of 1,270 feet to the **POINT OF BEGINNING.**

Tract Two: 10 acres – Teal Leases
A 10 acre tract out of the NW/4 of Section 6, Block A, T.T. RR Co. Survey, Lubbock County, Texas, described as follows:

BEGINNING at the southwest corner of the NW/4 of said Section 6;
THENCE North along the west line of said Section 6, a distance of 1344.4 feet;
THENCE East parallel to the north line of said Section 6, a distance of 324 feet;
THENCE South parallel to the west line of said Section 6, a distance of 1344.4 feet;
THENCE West parallel to the north line of said Section 6, a distance of 324 feet to the **POINT OF BEGINNING.**

Tract Three: 10 acres – Newton Leases
A 10 acre tract out of the SW/4 of Section 6, Block A, T.T. RR Co. Survey, Lubbock County, Texas, described as follows:

BEGINNING at the northwest corner of the SW/4 of said Section 6;
THENCE South along the west line of the SW/4 of said Section 6, a distance of 660 feet;
THENCE East parallel to the south line of said Section 6, a distance of 660 feet;
THENCE North parallel to the west line of the SW/4 of said Section 6, a distance of 660 feet to a point in the north line of the SW/4 of Section 6;
THENCE West along the north line of the SW/4 of Section 6, a distance of 660 feet to the **POINT OF BEGINNING.**

Exhibit C
First Amendment of Pooled Unit
Lubheirs Coop #20 Unit

Legal Description: Horizontal Acreage

A 78.552 acre tract of land being located in the NE/4 of Section 5, Block A, T.T.R.R. Co. Survey and the NW/4 of Section 6, Block A, T.T.R.R. Co. Survey, Lubbock County, Texas and being more particularly described by metes and bounds as follows:

Beginning at a point for the Southeast corner of the NW/4 of Section 6, Block A, T.T.R.R. Co. Survey and being a corner of this 78.552 acre tract, whence a *1/2"* iron rod found for the Southwest corner of Section 6, Block A, T.T.R.R. Co. Survey bears North 87°55'39" West, a distance of 2641.1 feet and South 1°48'04" West, a distance of 2643.1 feet;

Thence North 87°55'39" West, along the South line of said NW/4 of Section 6, Block A, a distance of 543.4 feet to a point;

Thence North 25°14'58" West, a distance of 26.2 feet to a point;

Thence North 84°34'50" West, a distance of 1432.8 feet to a point;

Thence Northwesterly along the arc of a curve to the right, a distance of 628.1 feet to a point, said curve having a radius of 1002.9 feet;

Thence North 48°41'42" West, a distance of 696.5 feet to a point;

Thence Northwesterly along the arc of a curve to the left, a distance of 450.4 feet to a point, said curve having a radius of 613.6 feet;

Thence South 89°14'49" West, a distance of 594.2 feet to a point;

Thence Northerly along the arc of a curve to the right, a distance of 1162.4 feet to a point, said curve having a radius of 370.0 feet;

Thence North 89°14'49" East, a distance of 594.2 feet to a point;

Thence Southeasterly along the arc of a curve to the right, a distance of 993.6 feet to a point, said curve having a radius of 1353.6 feet;

Thence South 48°41'42" East, a distance of 696.5 feet to a point;

Thence Southeasterly along the arc of a curve to the left, a distance of 164.6 feet to a point, said curve having a radius of 262.9 feet;

Thence South 84°34'50" East, a distance of 1432.8 feet to a point;

Thence Southeasterly along the arc of a curve to the right, a distance of 594.2 feet to a point on the East line of the NW/4 of Section 6, Black A, said curve having a radius of 1222.8 feet;

Thence South 1°44'09" West along the East line of the NW/4 of Section 6, Block A, a distance of 503.5 feet to the **point of beginning.**

Containing 78.552 acres of land.

Prepared by and after recording please return to:
Wilson C. Woods
Texland Petroleum, L P
777 Main Street, Suite 3200
Fort Worth, Texas 76102
K \Lubheirs\20120724 - Final First Amendment to Pooled Unit.docx

Regular City Council Meeting **5. 14.**

Meeting Date: 01/31/2013

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) with Lubbock Independent School District regarding law enforcement services.

Item Summary

The Texas Education Code, Section 37.081 (g), requires that school district police departments and the law enforcement agencies with which it has overlapping jurisdiction enter into an MOU that outlines reasonable communication and coordination efforts between the school district police department and the other law enforcement agencies. This MOU meets the requirements of the statute.

An MOU with Frendship Independent School District was approved by Council on January 12, 2012. The Chief of Police is working with the Cooper Independent School District on a similar MOU which will be placed on a future Council agenda for approval.

Fiscal Impact

None.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution - LISD

MOU - Law Enforcement

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 **Memorandum of Understanding For Law Enforcement Services by and between the City of Lubbock and the Lubbock Independent School District,** and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

Q:\CCDOCS\RES.MOU with LISD PD 12-13-2012.doc

THE STATE OF TEXAS	§	
	§	Memorandum of Understanding For
	§	Law Enforcement Services
	§	by and between the City of Lubbock,
	§	and the Lubbock Independent School
	§	District.
COUNTY OF LUBBOCK	§	

This Memorandum of Understanding ("MOU") is entered into on this _____ day of _____, 20_____, by and among the CITY OF LUBBOCK, a home-rule municipality in Lubbock County, Texas, (hereinafter referred to as "CITY") and the LUBBOCK INDEPENDENT SCHOOL DISTRICT, an independent school district located at Lubbock County, Texas (hereinafter referred to as "SCHOOL DISTRICT") (collectively referred to as the "Part(ies)."

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is an independent school district maintaining and operating facilities within the CITY, and

WHEREAS, the SCHOOL DISTRICT has commissioned peace officers for security and law enforcement purposes; and

WHEREAS, the Texas Education Code, Section 37.081, requires that the jurisdiction of a peace officer employed by a school district shall be determined by the board of trustees and may include all territory in the boundaries of the school district and all property outside the boundaries of the district that is owned, leased, or rented by or otherwise under the control of the school district, and

WHEREAS, Texas Education Code, Section 37.081, requires that school district police departments and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies, and

WHEREAS, the CITY and the SCHOOL DISTRICT each find that this undertaking is necessary for the benefit of the public and that each party has legal authority to provide the governmental functions, which are the subject matter of this MOU, and

WHEREAS, the CITY and the SCHOOL DISTRICT desire to improve the efficiency and effectiveness of their police departments by cooperating in the provision and performance of law enforcement services pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the CITY and the SCHOOL DISTRICT desire to specify the terms and conditions of an agreement through which this mutually beneficial relationship may be affected; and

WHEREAS, the CITY and the SCHOOL DISTRICT recognize and understand that the circumstances of an incident may necessitate that the requirements of this MOU be amended or revised to allow the law enforcement officers of each party to better address the unique demands of a specific situation and provide appropriate mutual aid and support to each other, under the circumstances; and

NOW THEREFORE IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named governmental entities agree as follows:

I. Definitions

The following terms shall have the following meanings when used in this MOU:

(a) "Peace officer" means a person elected, employed, or appointed as a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and licensed by the Texas Commission on Law Enforcement Officer Standards and Education;

(b) "Party" means a governmental entity which is a party to this MOU;

(c) "Chief law enforcement officer" means the chief of police of a municipality and the chief of police of an independent school district;

(d) "Chief administrative officer" means the city manager or superintendent of an independent school district;

(e) "Requesting governmental entity" or "requesting party" shall mean and refer to the contracting governmental entity that requests another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

(f) "Responding governmental entity" or "responding party" shall mean and refer to the governmental entity that answers or responds to request of another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

II. Purpose

The purpose of this MOU is to assist in providing additional law enforcement officers and equipment necessary to protect health, life, and property against violations of criminal law and breaches of the peace. The Parties recognize and acknowledge that mutual cooperation and communication are in the best interest of their constituents, employees and the public, and the Parties therefore pledge to meet on a periodic basis to discuss the purpose of this MOU and to

develop practices and procedures in keeping with this purpose.

III. Primary Jurisdiction and Concurrent Jurisdiction

A. the CITY shall retain primary jurisdiction over property owned by the CITY, and over property located within the CITY's corporate limits and not owned by any other Party.

B. the SCHOOL DISTRICT shall retain primary jurisdiction, over property owned by the SCHOOL DISTRICT and located within the CITY.

IV. Requests for Assistance and Response

A responding party may assign its law enforcement officers to perform law enforcement duties outside the responding party's Primary Jurisdiction, subject to the responding party's determination of availability of personnel and at the responding party's sole discretion as to participation, when:

A. requested by the chief law enforcement officer, or his designee, of a requesting party; and

B. the chief law enforcement officer, or his designee, of the responding party has determined, in his sole discretion, that the assignment is necessary to the providing of law enforcement services within the Primary Jurisdiction of the requesting party for the purposes set forth at paragraph II above.

The CITY reserves the right to retain the primary authority for its specialized police units, dispatched in response to incidents within the corporate limits of the CITY such as a missing child, sexual assault, kidnapping, armed barricaded subject, active shooter or sniper, riot, an incident involving fatalities or any other incident within the city limits for which the CITY believes the use of its specialized police services is reasonable and necessary.

The ranking on-duty peace officer of each party present at the response location shall be deemed the authorizing official for that party.

Any request for aid under this MOU shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding party's chief law enforcement officer or his designee. Requests for aid shall be directed to the attention of the following named persons or officers of each respective party, or to such other persons or officers as a party may hereinafter designate:

A. City of Lubbock:

Request "Shift Commander," Lubbock Police Department, by dialing the Communications Center: 806-775-2811.

B. Lubbock Independent School District:
Request "Chief of Police," Lubbock Independent School District Police Department, by dialing 806-766-1193.

Law enforcement personnel of the responding party will be released by the requesting party when their services are no longer required as determined by the chief law enforcement officer, or his designee, of the requesting party. The chief law enforcement officer of the responding party, or his designee, in collaboration with the requesting party's chief law enforcement officer, may withdraw his personnel or equipment or discontinue participation in any activity initiated pursuant to this MOU, at any time. Such withdrawal should be made in such a way that it does not pose a threat to the safety or security of the location and/or situation.

V. Status of Responding Peace Officers and Command Authority

While any law enforcement officer regularly employed as such by a responding party is in the service of any requesting party, he shall at all times remain a peace officer of the responding party and shall be under the command of the responding party's chief law enforcement officer.

VI. Service of Arrest and Search Warrants

Whenever possible, a peace officer of a municipality should notify the police department of a school district before serving any arrest or search warrant on the property of a school district. A peace officer of a school district may accompany a peace officer of a municipality when the municipal peace officer is serving an arrest or search warrant on the property of a school district.

VII. Responsibility for Completing Investigation

The completion of any investigation upon termination of a response to request, or upon withdrawal from an initiated response, will remain under the jurisdiction and authority of the party having primary jurisdiction, unless otherwise agreed to by the parties.

VIII. Dispatching Calls Between Police Departments

The dispatcher of a party receiving or dispatching a call relating to the provision made for law enforcement services by this MOU will:

A. Maintain a record of calls received, routed and dispatched to any other party to this MOU, which record shall be available to all parties upon request;

B. When referring an emergency caller to a party under this MOU, the dispatcher should advise the caller that the referral is being made and should remain on the

line with the caller until a connection is made with the party referred to; and

C. When dispatching a unit to another party's primary jurisdiction, the dispatcher should attempt to notify the dispatcher of the department for the other party as soon as possible.

IX. No Waiver of Reimbursement for Services

No party to this MOU waives the right granted by Section 362.003(c), Texas Local Government Code, to request reimbursement for services performed under this MOU. The governmental entity whose authorized official requested the services shall reimburse the governmental entity providing such services upon request, unless the responding entity had jurisdiction to perform the law enforcement services notwithstanding this MOU.

X. Employee Compensation Unaffected

Any law enforcement officer or other person who is assigned, designated, or ordered by the chief law enforcement officer of the party which regularly employs him, or his designee, to perform police or peace officer duties pursuant to this MOU, shall receive the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, and workers' compensation benefits, the same as though the service had been rendered within the limits of the party where he is regularly employed. Moreover, all wages and disability payments, including equipments and clothing, medical expenses, expenses of travel, food, and lodging, shall be paid by the party which regularly employs such person in the same manner as though the service had been rendered within the limits of the party where the person is regularly employed.

XI. Civil Lawsuits and Retention of Benefits Related to Employee Status

In the event that any person performing law enforcement services pursuant to this MOU shall be cited as a party to any state or federal civil lawsuit arising out of the performance of those services, he shall be entitled to the same benefits that he would be entitled to receive if such civil action has arisen out of the performance of his duties as a party of the department where he is regularly employed and in the jurisdiction of the party by which he is regularly employed. Nothing in this MOU is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this MOU.

XII. Data and Communication Services

The CITY agrees to furnish the DISTRICT with data and communication services in accordance with the terms and conditions set forth in **APPENDIX A** to this Agreement.

XIII. Access to TLETS/NLETS/TCIC/NCIC Crime Records Services

The CITY agrees to provide the DISTRICT with access to TLETS, NLETS, TCIC and NCIC Crime Records Services in accordance with the terms and conditions set forth in **APPENDIX B** to this Agreement.

XIV. Property Room Access and Services

The CITY agrees to provide the DISTRICT with access to the CITY's Police Property Room in accordance with the terms and conditions set forth in **APPENDIX C** to this Agreement.

XV. Non-Waiver of Immunity

It is expressly understood and agreed that, in the execution of this MOU, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims made by third parties and arising directly or indirectly out of the performance of this MOU. **THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XVI. Duration of MOU

This MOU shall be effective for a period beginning on the date first written above and ending on September 30, 2013, and shall thereafter automatically renew for one year terms running from October 1 until September 30 of each year unless terminated in accordance with the terms and conditions of this MOU.

XVII. Termination

Any party to this MOU may terminate it, by giving the other parties thirty (30) days prior written notice of its intent to terminate the MOU, mailed by certified mail and addressed to the person or officer of each other party to this MOU designated herein for notice.

XVIII. Performance of Services

Law enforcement services, and all other services reasonably related thereto, which are provided under this MOU shall be performed in accordance with the standard operating procedures, rules, regulations, and ordinances of the department by which each such peace officer or employee providing such services is employed, and in conformity with the requirements and mandates of laws of the State of Texas and the United States.

XIX. Release and Indemnification

To the extent permitted by law each Party to this MOU expressly waives all claims against every other Party to this MOU for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, and shall, to the extent permitted by law, indemnify each other Party for any liability arising out of the acts or omissions of its own employees and officers.

XX. Waiver of Subrogation

The Parties hereby release each other, and their respective officers, agents, and employees, from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss, injury or damage caused by or resulting from risks insured against under any insurance policy maintained by the Parties.

XXI. Remedies

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this MOU may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this MOU.

XXII. Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XXIII. Applicable Law

This MOU is entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law.

XXIV. Venue

The Parties to this MOU agree and covenant that this MOU will be enforceable in Lubbock County, Texas; and that if legal action is necessary to enforce this MOU exclusive venue will be in Lubbock County, Texas.

XXV. Notice

Notice by any party to any other party hereto shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail, with proper postage attached addressed to the respective party as follows subject to change as the respective party may hereafter give notice to the other parties:

For the CITY:

Lubbock City Manager
P.O. Box 2000
Lubbock, Texas 79457-2000

For the SCHOOL DISTRICT:
LISD Superintendant
1628 19th Street
Lubbock, Texas 79401-4895

XXVI. **Public Information**

This MOU is public information. To the extent, if any, that any provision of this MOU is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of "law enforcement tactical information" and will assert a lawful objection or privilege to keep such information confidential.

XXVII. No Joint Enterprise

This MOU does not, is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

XXVIII. Entire Understanding

This MOU embodies the complete understanding of the parties hereto superseding all oral or written previous and contemporaneous agreements or understandings between the parties relating to matters herein; and, except as otherwise provided herein, must be modified in writing by the parties, unless the circumstances of a particular situation make such a written amendment impracticable, in which case, the ranking on-duty peace officer of each party present at the response location is authorized to deviate from this MOU as that officer, in his sole discretion, deems necessary and advisable.

XXIX. Authorization

The undersigned officers and agents are properly authorized to execute this MOU on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first state above.

FOR THE CITY OF LUBBOCK, TEXAS:

GLEN C. ROBERTSON, Mayor

ATTEST:

Rebecca (Becky) Garza, City Secretary

APPROVED AS TO CONTENT:

ROGER ELLIS,
Chief of Police, Lubbock

APPROVED AS TO FORM:

JOHN GRACE,
Assistant City Attorney

FOR THE LUBBOCK INDEPENDENT SCHOOL DISTRICT:

DR. KAREN GARZA, Superintendant

ATTEST:

APPROVED AS TO CONTENT:

Jody Scifres,
Chief of Police, Lubbock ISD

APPROVED AS TO FORM:

ANN MANNING,
Attorney for LISD

Q:\CITYATT\JOHN\LPD - Interlocals with ISDs\LISD\City_LISD PD MOU (Final).doc

Data and Communication Services Appendix

This document outlines policies of the CITY and SCHOOL DISTRICT for the mutual benefit of the agencies and the furtherance of necessary law enforcement functions; specifically, to ensure the safety of citizens, staff, students, and law enforcement personnel by providing for a common inter- and intra-agency data and communications platform. The SCHOOL DISTRICT agrees to abide by all federal, state, and local rules, as well as rules and regulations promulgated by the CITY pertaining to the use of the CITY's radio communications system which includes, but is not limited to, the following:

1. SCHOOL DISTRICT is limited to using and shall be capable of transmitting only on channels assigned to the SCHOOL DISTRICT by the CITY. Each of these channels shall only be used for specific radio traffic as designated by CITY procedure and then only when necessary for conducting criminal investigations. All other communications with the CITY shall be by telephone or in person.

2. SCHOOL DISTRICT will suspend use of CITY communications during operations not involving the SCHOOL DISTRICT or at any other time when deemed necessary by CITY.

3. Each radio used by the SCHOOL DISTRICT for communications shall be inspected by the City of Lubbock Radio Shop for a determination of the fitness and compatibility with the CITY communications system once each year or as deemed appropriate by CITY.

4. SCHOOL DISTRICT will adhere to CITY radio procedures. Unless begun or authorized by CITY, no car to car radio communications by SCHOOL DISTRICT is permitted. Should SCHOOL DISTRICT need to communicate with a CITY mobile unit, SCHOOL DISTRICT shall request CITY communications to notify the appropriate CITY unit. Should SCHOOL DISTRICT unit need CITY back-up, the SCHOOL DISTRICT will request a back-up form CITY communications who will determine the appropriate number of units to respond.

5. SCHOOL DSTRICT computer or manual records checks shall be limited to necessary criminal investigations. CITY will be the sole determiner of when requests become excessive.

6. Any notifications by CITY for incidents occurring at SCHOOL DISTRICT will be by normal notification processes to the SCHOLL DISTRICT. It is not the responsibility of the CITY to notify the SCHOOL DISTRICT police department directly.

7. CCH requests by SCHOOL DISTRICT shall be limited to criminal investigations. SCHOOL DISTRICT shall adhere to CITY requirements regarding CCH requests.

8. SCHOOL DISTRICT will turn in a copy of any served warrant to the police desk as a trailing document for their report.

9. SCHOOL DISTRICT shall abide by any other procedures deemed appropriate by CITY.

APPENDIX A

TLETS/NLETS/TCIC/NCIC Crime Records Services Appendix

This document outlines policies of the CITY and SCHOOL DISTRICT for the mutual benefit of the agencies and the furtherance of necessary law enforcement functions; specifically, to ensure the safety of citizens, staff, students, and law enforcement personnel by providing the SCHOOL DISTRICT with access to state and national criminal databases.

1. SCHOOL DISTRICT agrees to abide by all laws of the United States and the State of Texas, and all present of hereafter approved rules, policies and procedures of TLETS, NLETS, TCIC, NCIC and any other systems now or in the future associated with TLETS concerning the collection, storage, processing, retrieval, dissemination and exchange of information for criminal justice purposes.

2. CITY agrees to enter names and property into TLETS, NLETS, TCIC, and NCIC when appropriate to do so when state, national, and local laws and rules allow. SCHOOL DISTRICT agrees to provide names and property meeting entry criteria in a timely manner. SCHOOL DISTRICT further is responsible for notifying CITY when there is a status change or persons or property are recovered or found by SCHOOL DISTRICT so the information can be canceled from TLETS, NLETS, TCIC, or NCIC.

3. SCHOOL DISTRICT agrees to indemnify and save harmless City of Lubbock, CITY, and its employees from and against all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of SCHOOL DISTRICT in the exercise of the agreement to provide certain TLETS, NLETS, TCIC, and NCIC information.

APPENDIX B

Police Property Room Services Appendix

This document outlines policies of the CITY and SCHOOL DISTRICT for the mutual benefit of the agencies and the furtherance of necessary law enforcement functions; specifically, to ensure the safety of citizens, staff, students, and law enforcement personnel by providing the SCHOOL DISTRICT with access to the CITY's Police Property Room.

1. In addition to following CITY Police Property Room procedures, SCHOOL DISTRICT officers shall be limited to posted Property Room hours, which are 0700 hours to 1500 hours, Monday through Friday.

2. SCHOOL DISTRICT officers who turn drug evidence into the Police Property Room will be responsible for having that evidence analyzed as may be required by the Criminal District Attorney's Office for filing of charges.

3. SCHOOL DISTRICT officers who check property into the Police Property Room are responsible for releasing it. Only property involved in a criminal case requiring follow-up by CITY becomes the responsibility of CITY. Found or abandoned property may be delivered to the SCHOOL DISTRICT for proper disposition, or, at the CITY's sole discretion, may be disposed of by the CITY in accordance with State Law and CITY procedures.

4. All authorizations from SCHOOL DISTRICT to release property shall be in writing from the SCHOOL DISTRICT officer involved or his supervisor on a form acceptable to the CITY.

APPENDIX C

Regular City Council Meeting **5. 15.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order Contract 31013427 with Gene Messer Chevrolet for sport utility vehicles, BID 13-11119-RH.

Item Summary

The purchase order contract is for the following vehicles. A bid tabulation is provided.

Item 1: One 2013 4-door, 4x2, SUV, PPV with options for the Fire Department. The vehicle replaces a 1993 model. The SUV will be assigned to the Fire Deputy Chief of Support Services. The vehicle will be used to oversee facilities, attend to maintenance issues, Fire Department fleet, and Fire Department communications including fire dispatch. This vehicle will also respond to emergency situations.

Item 2: One 2013 4-door, 4x4, mid size, SUV 6-cylinder for Water Meter and Customer Service. This vehicle replaces a 2008 model. The SUV will be used by the water utility locators to carry the utility equipment utilized when responding to requests from contractors and other City departments to locate water and sewer lines prior to any digging or excavating.

Item 3: Two 2013 4-door, 4x4, full size, SUV 8-cylinder for Public Works Engineering and Aviation Security Access. The vehicle for Public Works Engineering replaces a 2006 model. The SUV will be used by a survey crew to go to job sites during the design, construction, and inspection phases for engineering. The 4x4 is required due to many job sites being in undeveloped and rugged areas. The SUV is needed to protect large, sensitive survey and GPS equipment. The vehicle for Aviation Security Access replaces a 2007 model. The SUV will be used by Aviation Security Access for daily inspections of the runway, taxiway, and ramp systems, as well as to respond to airfield and aircraft emergencies. Airport Operations assigned personnel will also use this vehicle to provide escort duties and various airport perimeter security patrols.

Staff recommends contract award to the sole bidder, Gene Messer Chevrolet of Lubbock, Texas, for $120,489.

Fiscal Impact

The sport utility vehicles are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Mike Kemp, Fire Chief
Marsha Reed, Chief Operating Officer
James Loomis, Airport Director

Attachments

Resolution & PO - Gene Messer

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31013427 for the purchase of light duty vehicles – Group 4 as per ITB 13-11119-RH, by and between the City of Lubbock and Gene Messer Chevrolet, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Gene Messer-PurchaseOrd
January 15, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/17/2013
Order Number 31013427 000 OP
Branch/Plant 3526

TO:

GENE MESSER CHEVROLET
3907 AVE Q
LUBBOCK Texas 79412

SHIP TO:

CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/04/2013 Freight

Requested 06/28/2013 Taken By D.TORRES

Delivery PER M.TREVINO/REQ 40910 ITB 13-11119-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
4-dr, 4x2, SUV, PPV w/options	1.000	27,923.0000	EA	27,923.00	06/28/2013
Spec 307-F					
4-dr, 4x4,Mid Size,SUV,6-Cyl	1.000	26,664.0000	EA	26,664.00	06/28/2013
Spec 1610					
4-dr,4x4,Full Size,SUV,8-Cyl	1.000	32,951.0000	EA	32,951.00	06/28/2013
Spec 1624					
4-dr,4x4,Full Size,SUV, 8-Cyl	1.000	32,951.0000	EA	32,951.00	06/28/2013
Spec 1624					

Total Order 120,489.00

Terms NET 10 EOM

This purchase order encumbers funds in the amount of $120,489 awarded to Gene Messer Chevrolet, Inc. of Lubbock, Texas on January 31, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11119-RH bid form dated December 31, 2012 from Gene Messer Chevrolet of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ORIGINAL

City of Lubbock, Texas
Purchasing and Contract Management
Light Duty Vehicles-Group 4

BID FORM

In compliance with the **Invitation to Bid 13-11119-RH**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11119-RH** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	Four Door, 4X2, SUV, PPV, per Specification No. 307-F	$27398	$27398	80-150
Option 1	1	Each	Auto – Net mobile WI-FI in -car router	$ NO BID	$ NO BID	——
Option 2	1	Each	6J4 = Wiring provision for horn ; siren circuit	$ 30.60	$ 30,60	80-150
Option 3	1	Each	6J3 = Wiring provision for grill lamps and siren speaker	$86.70	$86,70	80-150
Option 4	1	Each	6J7 = Flasher system head lamp and tail lamp	$408.00	$408,00	80-150
	Model Year, Brand Name and Model Number:			Sub Total	$27,923.30	
2.	~~2~~ 1	Each	Four Door, 4X4, Mid Size, SUV, 6 Cylinder, per Specification No. 1610	$26664	$~~53328~~ $26,664	80-150
	Model Year, Brand Name and Model Number:					
3.	~~1~~ 2	Each	Four Door, 4X4, Full Size, SUV, 8 Cylinder, per Specification No. 1624	$32951	$~~32951~~ $65,902	80-150
	Model Year, Brand Name and Model Number:					

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** Total $120,489.30

****ARO – After Receipt of Order**

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 0 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number

of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES V NO _____

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

THIS BID IS SUBMITTED BY Gene Messer Chevrolet corporation organized under the laws of the State of TEXAS, or a partnership consisting of Lubbock Motors GM or individual trading as _____ of the City of _____

Firm: Gene Messer Chevrolet

Address: 3907 Ave Q

City: Lubbock State: TX Zip 79412

Bidder acknowledges receipt of the following addenda:

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

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

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

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. P102541

ORIGINAL

General Distinguishing No._____ (Franchised TX dealer)

By GARY HINKLE Date: 12-31-12
Authorized Representative - must sign by hand

Officer Name and Title: GARY HINKLE
Please Print

Business Telephone Number 806-747-3211 FAX: 806-766-2110

E-mail Address: GHINKLE@GENGMESSER.COM

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*:_____ Date P.O./Contract Issued:_____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

Bid 13-11119 Light Duty Vehicles Group 4

Item 1



Item 2



Item 3



Regular City Council Meeting **5. 16.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31013574 with Gene Messer Chevrolet for sedans and pickups, BID 13-11112-RH.

Item Summary

The purchase order contract is for sedans and pickups to be used by the Police Department. A bid tabulation is provided.

Item 1: Thirteen Police Detective Package Sedans with options will be used as follows: one for Police Administration; one for Police Training; and eleven for Police Investigations. The sedans will be wired for grille lights, siren speaker, wiring horn, and siren circuit, along with the flasher system.

Item 2: Two 1/2 ton, Extended Cab, Short Bed, 4x2 Pickups for Police Administration and Police Training. The vehicle for Police Administration will be used for daily law enforcement activities, after-hour call-outs and neighborhood services. The vehicle for Police Training will be used for daily law enforcement activities and travel for recruiting purposes.

Item 3: One 3/4 ton, Extended Cab, Short Bed, 4x2, Pickup. This pickup will he used by Police Administration for daily law enforcement activities and for after-hour callouts and neighborhood services.

These vehicles replace three 2006 vehicles from Police Administration; two 2006 vehicles from Police Training; eleven assorted 2006 and other high maintenance issue vehicles from Police Investigations. The 3/4 ton crew cab will be a trade-in for a 2009 vehicle used by Administration that is not feasible for the requirements needed and will be used within the City's inventory elsewhere.

Staff recommends contract award to the low bidder, Gene Messer Chevrolet of Lubbock, Texas, for $417,531.

Fiscal Impact

The vehicles are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Roger Ellis, Police Chief

Attachments

Resolution and PO Bid
Bid Tabulation
Photos

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31013574 for the purchase of light duty vehicles-Group 3 as per ITB 13-11112-RH, by and between the City of Lubbock and Gene Messer Chevrolet, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Gene Messer Chevrolet-PurchaseOrd
January 15, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/22/2013
Order Number 31013574 000 OP
Branch/Plant 3526

TO:

GENE MESSER CHEVROLET
3907 AVE Q
LUBBOCK Texas 79412

SHIP TO:

CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/15/2013 Freight

Requested 06/28/2013 Taken By D.TORRES

Delivery PER M.TREVINO/REQ 40882 ITB 13-11112-RH

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
PoliceDetectivePkg,4-dr,Sedan	13.000	26,717.5000	EA	347,327.50	06/28/2013
With Options-Spec1348-PD					
1/2Ton, Ext Cab, ShortBed,4x2	2.000	22,977.0000	EA	45,954.00	06/28/2013
Pickup-Spec 1522-PD					
3/4Ton, Ext Cab,Short Bed, 4x2	1.000	24,249.0000	EA	24,249.00	06/28/2013
Pickup - Spec1534-PD					
				Total Order	
Terms NET 10 EOM				417,530.50	

This purchase order encumbers funds in the amount of $417,530.50 awarded to Gene Messer Chevrolet, Inc. of Lubbock, Texas on January 31, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11112-RH bid form dated December 19, 2012 from Gene Messer Chevrolet of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ORIGINAL

City of Lubbock, Texas
Purchasing and Contract Management
Light Duty Vehicles-Group 3

BID FORM

In compliance with the **Invitation to Bid 13-11112-RH**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11112-RH** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	13	Each	Full Size, Four Door, Police Detective Package, Rear Wheel Drive, Sedan, per Specification No.1348-PD	$26199	$340587	120-~~200~~
Option 1	13	Each	Wiring - Grille lights and Siren speaker	$144.50	$1878.50	90-120
Option 2	13	Each	Siren Speaker - Wiring for horn/siren circuit, in-line connection for customer furnished switch	$55.25	$718.25	90-120
Option 3	13	Each	Flasher System - Headlamp and tail lamp-DRL compatible	$318.75	$4143.75	90-120
	Model Year, Brand Name and Model Number: 2013 CHEVY 1EW19					
2.	2	Each	½ Ton, Extended Cab, Short Bed, 4X2, Pickup, per Specification No.1522-PD	$22977	$45954	90-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC1075~~3~~					
~~3.~~	~~4~~	~~Each~~	½ Ton, Crew Cab, Short Bed, 4X4, Pickup, per Specification No. 1523-PD	$26436	$105,744	90-120
Option 1	~~4~~	~~Each~~	A heavy-duty grille guard designed to protect the headlamps, per specifications	$650	$2600.00	90-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK10543					
4.	1	Each	3/4 Ton, Extended Cab, Short Bed, 4X2, Pickup, per Specification No.1534-PD	$24249	$24249	90/120
	Model Year, Brand Name and Model Number: 2013 CHEVY CC20753					
~~5.~~	~~1~~	~~Each~~	3/4 Ton, Crew Cab, 4X4, Single Rear ~~Wheel, Pickup, per Specification~~ No.1535-FD	$28049	$28049	90-120
	Model Year, Brand Name and Model Number: 2013 CHEVY CK20743					

Total $347,327.50

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

**ARO – After Receipt of Order

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

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

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

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

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY Gene Messer Chevrolet a corporation organized under the laws of the State of TEXAS, or a partnership consisting of Lubbock Motors GM or individual trading as _____ of the City of _____

Firm: Gene Messer Chevrolet

Address: 3907 Ave Q

City: Lubbock State: Tx Zip 79412

Bidder acknowledges receipt of the following addenda:

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

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

ORIGINAL

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

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No. P102541

General Distinguishing No._____ (Franchised TX dealer)

By Gary Hinkle Date: 12-19-12

Authorized Representative - must sign by hand

Officer Name and Title: GARY HINKLE

Please Print

Business Telephone Number 806-747-3211 FAX: 806-766-2110

E-mail Address: GHINKLE@GENGMESSER.COM

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $25,000)*:_____ Date P.O./Contract Issued:_____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Fleet Services
Bid Tabulation
January 31, 2013

ITB 13-11112-RH
Light Duty Vehicles-Group 3

Item	Qty	U/M	Description/Vendor	Unit Cost	Extended Cost
1	13	EA	Sedan, Police Detective Package with options, per spec1348-PD		
			Gene Messer Chevrolet, Lubbock, TX	**26,718**	**$ 347,328**
			Scoggin Dickey Chevrolet-Buick, Lubbock, TX	26,748	347,724
2	2	EA	1/2 Ton , Ext Cab, Short Bed, 4X2 Pickup, per spec 1522-PD		
			Gene Messer Chevrolet, Lubbock, TX	**22,977**	**45,954**
			Scoggin Dickey Chevrolet-Buick, Lubbock, TX	25,785	51,570
3	1	EA	3/4 Ton, Ext Cab, Short Bed, 4x2 Pickup per spec 1534-PD		
			Gene Messer Chevrolet, Lubbock, TX	**24,249**	**24,249**
			Scoggin Dickey Chevrolet-Buick, Lubbock, TX	27,659	27,659
			Total Bid Items, 1-3		
			Gene Messer Chevrolet, Lubbock, TX		**$ 417,531**
			Scoggin Dickey Chevrolet-Buick, Lubbock, TX		426,953

Bid 13-11112-RH Light Duty Vehicles Group 3

Item 1



Item 2



Item 3



Regular City Council Meeting **5. 17.**

Meeting Date: 01/31/2013

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Community Development Director or his/her designee to review and approve reports on the Texas Department of Housing and Community Affairs (TDHCA) electronic contract and reporting system. The resolution will allow Community Development staff to manually sign off on the electronic system once City Council has approved contracts and amendments.

Item Summary

The TDHCA made an amendment to Texas Administrative Code (10 TAC Chapter 5 Community Affairs Programs, Subchapter A, General Provisions, 5.14, Subrecipient Contracts).

The amendment added the following clause:

"The governing body of the Subrecipient must pass a resolution authorizing its executive director or his/her designee to have signature authority to enter into contracts, sign amendments, and review and approve reports. All contract actions including extensions, amendments or revisions must be ratified by the governing body at the next regularly scheduled meeting. Minutes relating to this resolution must be on file at the Subrecipient level."

The Mayor will continue to have signature authority for contracts and amendments. The ability to "review and approve reports" will be designated to the Director or designee.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - TDHCA

Texas Administrative Code

RESOLUTION

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

THAT the Director of CD or his/her designee is hereby directed and authorized to review and approve any and all reports related to the State of Texas Community Affairs Programs on the Texas Department of Housing and Community Affairs electronic contract and reporting system.

Passed by the City Council this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Phyllis Brown, Interim Community Development Director

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/CD-TDH & Comm Affairs Electronic & Reporting Sys.res
1.17.13

<<Prev Rule

Texas Administrative Code

Next Rule>>

TITLE 10 COMMUNITY DEVELOPMENT

PART 1 TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CHAPTER 5 COMMUNITY AFFAIRS PROGRAMS

SUBCHAPTER A GENERAL PROVISIONS

RULE §5.14 **Subrecipient Contract**

(a) Upon Board approval, the Department and Subrecipient shall enter into an agreement for the receipt of funds. The Department, acting by and through its Executive Director or his/her designee, may authorize, execute, and deliver authorized modifications and/or amendments to the contract.

(b) The governing body of the Subrecipient must pass a resolution authorizing its Executive Director or his/her designee to have signature authority to enter into contracts, sign amendments, and review and approve reports. All contract actions including extensions, amendments or revisions must be ratified by the governing body at the next regularly scheduled meeting. Minutes relating to this resolution must be on file at the Subrecipient level.

(c) Within sixty (60) days following the conclusion of a contract issued by the Department, the Subrecipient shall provide a full accounting of funds expended under the terms of the contract.

(d) Failure of a Subrecipient to provide an accounting of funds expended under the terms of the contract may be sufficient reason for the Department to deny any future contract to the Subrecipient.

Source Note: The provisions of this §5.14 adopted to be effective March 12, 2009, 34 TexReg 1555; amended to be effective January 7, 2013, 38 TexReg 21

Next Page Previous Page

[List of Titles] [Back to List]

HOME | TEXAS REGISTER | TEXAS ADMINISTRATIVE CODE | OPEN MEETINGS | HELP |

Regular City Council Meeting **5. 18.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Citibus: Consider a resolution authorizing the Mayor to execute Contract 10983 with SRF Consulting Group for a Citibus Fixed Route Study, RFP 13-10983-TL.

Item Summary

Citibus is the public transportation provider for the City of Lubbock and is the only urban transit provider in the region. Citibus provides fixed route and paratransit services to the citizens of Lubbock and provides on and off campus busing for Texas Tech University. Citibus is also the Transportation Service Area Provider (TSAP) for Medicaid. Citibus carried a total of 3,730,034 passengers, operated 2,512,911 total revenue miles and 173,752 total revenue hours in FY 2011. Citibus operates 60 buses in peak service: 22 on fixed routes, 38 for the Texas Tech University Service, and 14 for paratransit and Medicaid. Citibus operates fixed route service from 5:25 a.m. to 7:45 p.m. Monday through Friday with 30 minute headways from 5:25 a.m. to 8:45 a.m. , 1:15 p.m. to 7:45 p.m. and 6:45 a.m. to 7:55 p.m. on Saturdays with one hour headways. Buses operate from 7:00 a.m. to 7:00 p.m. on the Texas Tech University campus with night service operating until 2:45 a.m.

Although Citibus has conducted various route studies in-house, the most recent comprehensive analysis conducted by a consultant was in 1991. Since that study was conducted, the population and land area of the City have expanded. Due largely to funding constraints, the route system has not grown at the same rate. In fact, the coverage area of the route system remains much as it was in 1991. This has left new areas of the City unserved or underserved. This contract will conduct a review of Citibus' fixed route system and provide analysis of improvements that could be made to the existing transit system. A project timeline is included.

Proposals were received from the following firms:

SRF Consulting Group of Minneapolis, MN	$98,575
Wendel Companies of Buffalo, NY	99,853

An evaluation committee reviewed the proposals based on following criteria: Technical approach and demonstration of understanding the project, 30%; past performance in development of coordination of integration studies for transit operation, 10%; specialized experience and technical competence of firm and key personnel, 30%; project schedule, 20%; and cost, 10%. After discussion and evaluation of the RFP, the following ranking was agreed upon by all committee members.

Proposals were ranked as follows:

SRF Consulting Group of Minneapolis, MN	70 points
Wendel Companies of Buffalo, NY	65.8 points

The FTA Clauses are provided in the Office of the City Secretary.

Fiscal Impact

A total of $100,000 was appropriated in a Texas Department of Transportation Section 5304 grant for a fixed route system analysis. No local match is required.

Staff/Board Recommending

The Transit Advisory Board and Citibus staff recommends the contract be awarded to SRF Consulting Group, for $98,575.

Attachments

Resolution - SRF Consulting

Service Agreement - SRF Consulting

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. 10983 for Consulting Services-Fixed Route Study, by and between the City of Lubbock and SRF Consulting Group, Inc. of Minneapolis, MN, 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-SRF Consulting Group, Inc.
January 2, 2013

CITY OF LUBBOCK, TX
Consulting Services – Fixed Route Study
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the **31st** day of **January 2013**, ("Effective Date") by and between **SRF Consulting Group, Inc.,** (the Consultant),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 13-10983-TL - Consulting Services – Fixed Route Study.

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

WHEREAS, Consultant desires to perform as an independent contractor to provide Fixed Route Study 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 Consultant agree as follows:

City and Consultant 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 – Proposal and Best and Final Offer
4. Exhibit C – Project Timeline
5. Exhibit D– FTA Mandated Clauses
6. Exhibit E – Insurance Requirements

Scope of Work

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

Article 1 Services

1.1 Consultant 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 Consultant for performing services.

1.2 Consultant 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

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 Consultant 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 Consultant 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 Consultant 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, Consultant shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

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

CITY OF LUBBOCK, TX:

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

SRF Consulting Group, Inc.

Joseph J. Kern, Principal

David K. Montelbello, PE (MN MI) President

GENERAL REQUIREMENTS

3 SCOPE OF WORK

The consultant shall provide professional consulting service to the City of Lubbock/Citibus through the analysis of the existing transit system and recommendation of feasible route and schedule changes to improve service levels.

Information on the current system, including routes and schedules, can be found at www.citibus.com

The proposed scope of work is divided in the following sections:

Section 1: Review of the current transit system

A review of the system as it currently exists is required in order to determine areas that are working and areas that require further improvement.

The review of the current transit system should include, at a minimum, the following components:

- Routes
- Schedules
- Hours of operation
- Areas currently served by the transit system
- Areas not currently served by the transit system
- Identified strengths
- Identified weaknesses
- Analysis of weekday/weekend headways
- Analysis of peak service
- Provide assistance with run cut and run cut bid preparation to implement study recommendations

The selected consultant is expected to provide a list of recommended improvements to the existing transit system.

Citibus staff will make available to the selected consultant statistical information that can be used in the preparation of this section of the report. Fixed route ridership data is collected using GFI Genfare farebox system and Texas Tech University ridership data is counted manually.

Section 2: Recommended improvements at current funding levels

This section of the work should address ways that the fixed route system can be modified to address unmet needs at the current level of funding. There are areas within the city that are not currently served by public transit and there are areas currently served by transit that are not well-utilized. The routing options should consider the possibility of both eliminating and extending routes to enhance transit service.

The analysis should focus on reducing travel times, increasing the service area, and increasing the fixed-route ridership while alleviating demand response (DRS) trips and the associated costs. The analysis should include specific routing options, service schedules, expected ridership, and driver scheduling. The route analysis should also consider the areas that are planned to be developed and that have potential to grow in the near future.

This section should also include recommendations on ways to better integrate Citibus' fixed route services with Greyhound and with the regional rural transit providers.

Section 3: Recommended improvements in service in 5% increments up to 20%

This section of the work should address ways that the fixed route system can be modified to address unmet needs at increased funding increments of 5% up to 20%.

Section 4: Recommended improvements without funding constraints

The consultant will be expected to help Citibus formulate what the system could look like if there were no constraints in the amount of funds needed to provide a viable fixed route system. While this will be considered "dream system," it should be justifiable in terms of the amount of service recommended.

It is Citibus' intention to use this portion as a guide for future system expansion or reduction. Because of this, the consultant will be expected to include information about anticipated growth patterns over the next ten years.

Section 5: Recommended reductions in service in 5% increments up to 20%

This section of the work should address ways that the fixed route system can be modified to address reductions in funding in increments of 5% up to 20%.

The consultant will be expected to help Citibus formulate what the system would look like if there were funding reductions while maintaining a viable fixed route system. This should be considered a worst case scenario but it should be justifiable in terms of the amount of service recommended.

Section 6: Public participation

It is expected that the selected firm will highly utilize public involvement tools and techniques while performing the tasks that are outlined in sections 1, 2, and 3.

The selected firm is expected to conduct a ridership survey in Lubbock to capture the general public's transit needs and expectations. The firm will also survey major employers in the area to understand their transit needs, barriers, and opportunities.

The consultant is encouraged to look at traditional and non-traditional methods of public outreach and data collection as well as at the use of such resources as social networking.

As part of the response to this proposal, the firms shall include an outline of proposed public outreach activities.

The firm shall also meet, as necessary, with Citibus staff, the Lubbock Public Transit Advisory Board, the Lubbock Metropolitan Planning Organization, the City of Lubbock, and other entities that may be identified during the course of the study.

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 Consultant (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 Consultant 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 Consultant 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. Project Timeline

The Contract shall commence on the Effective Date and continues without interruption as indicated in Exhibit "C". If additional time is required to complete the Services, the City Manager, or her designee may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

E. Termination

The City or SRF Consulting Group, Inc. shall have the right to terminate the contract upon 30 days written notice.

C. TECHNICAL APPROACH & PROJECT UNDERSTANDING

EXHIBIT B

1. Project Approach

Many of SRF's transit planning projects involve activities comparable to those anticipated for this project. As a result, we have honed our planning skills to be able to act quickly on the job and to offer expert-level analysis and recommendations. Some of the key project tasks we envision for this project include the following:

Stakeholder Involvement

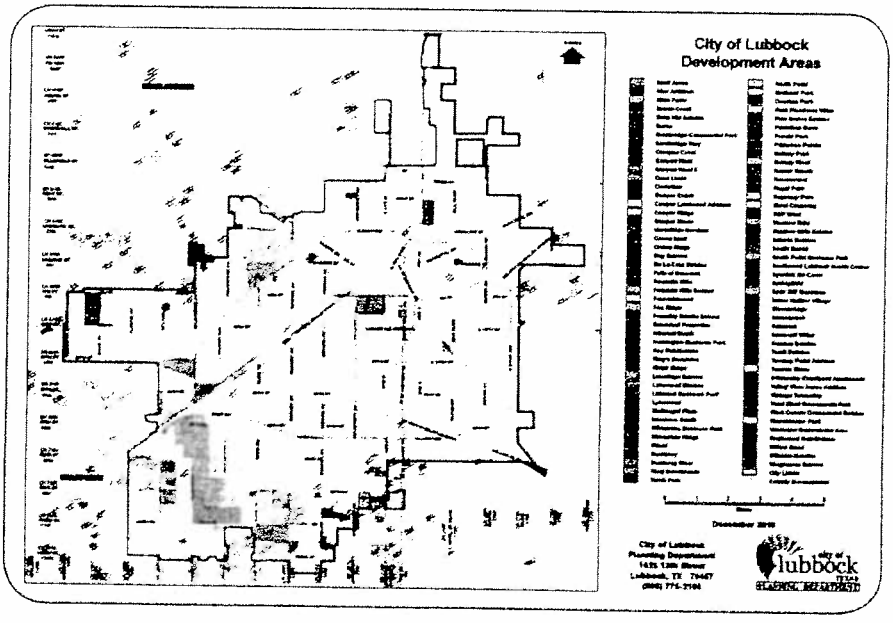


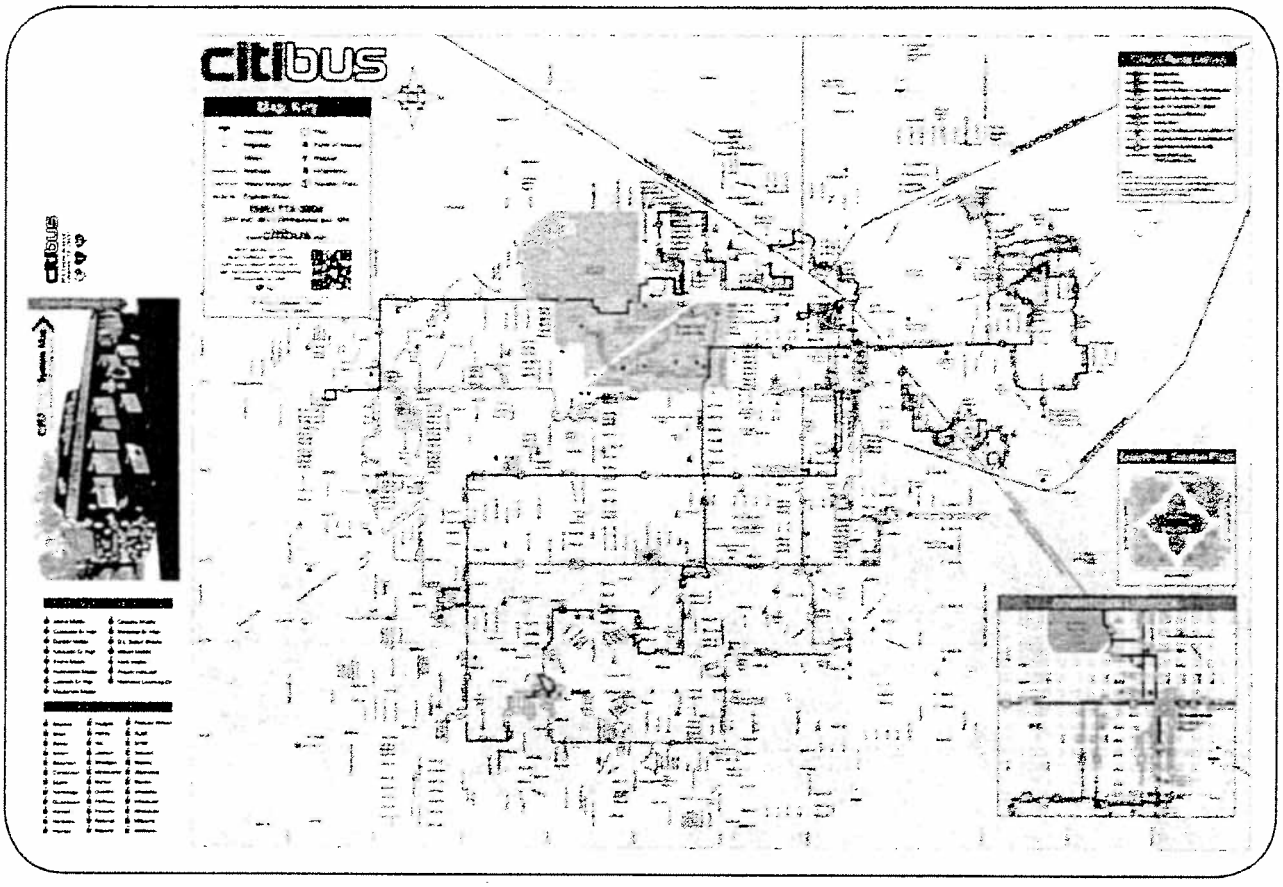
Some level of public and stakeholder involvement is typically included near the onset of projects to help frame the level of needs and provide a sense of direction for the future vision. Fundamental to this activity are localized outreach meetings. This is a tried-and-true technique often used by our team that will result in effective participation at the local end. In order to achieve maximum benefit from these sessions, it is important to make sure attendees come from the core interest groups, and also to use a mix of techniques throughout the sessions to foster broad participation. The team will work with agency staff to determine the appropriate composition of staff, stakeholder, and community advisory groups, and incorporate local needs and context into all public outreach activities.

Our team has had tremendous success in needs assessment projects, crafting and facilitating meetings that focus on "Where are we?" with current services, "Where do we want to go?" to identify future needs, and finally, "How are we going to get there?" to address the action steps, responsibilities and timing. Our team is also skilled at developing questionnaires and surveys to aid in the understanding of needs and conducting direct interviews with key stakeholders. SRF has also developed online surveys for communities to help understand broader community interests. The SRF team has extensive experience working in communities with institutions of higher education, and will perform outreach to students, staff, and faculty so that the needs of these groups are met with future public transit service initiatives. We will work with local staff to identify the extent and timing of stakeholder involvement activities for this project to ensure that all points of view are incorporated into the planning effort.

Major Trends & Implications

Following initial stakeholder involvement activities, we typically engage the first technical tasks, which includes the review and analysis of data trends. The development of transit service concepts is dependent on the magnitude, location and orientation of the travel markets and needs. To identify these patterns, we often look closely at demographic data, socioeconomic data, and travel trends across the region. We then focus on important consumer groups such as students, seniors, low-income groups, disabled persons, and commuters. Locating market clusters and patterns to help interpretation of travel needs is often a critical part of this process. We have strong skills related to data collection, analysis and GIS mapping. We often use demographic information from recent transit development and other local data as available. We routinely incorporate data from local travel forecast models to further evaluate travel patterns and needs.





Current Service Review

Another major undertaking in projects like these is to compile an inventory of existing services, facilities and performance data to provide an understanding of how things currently operate. We want to have a thorough understanding of the current service picture before trying to make suggestions for possible modifications. Our staff has significant experience working with transit providers and agencies to gather the necessary service and performance information. We routinely start with data submittals to state and federal agencies. Peer analysis is a valuable tool to obtain a sense of how well the transit system operates in terms of efficiency the effectiveness by which the transit system its market. We often add data from surveys to help get detailed user information and map data as it is available. We regularly use data from recent transit development plans and local coordination planning studies as the basis for our inventories. Utilization data is then analyzed at the route level to identify opportunities for readjustment.

Visions, Goals & Strategic Directions

Following the assessment of current services and future needs, we often work with the stakeholders to articulate a vision for transit. The basic tenets of the vision are often in place from recent planning efforts and basic program management approaches. We then use techniques such as facilitated workshops where we bring stakeholders together to review the available information, identify core themes and to work through potential future directions. These are proven techniques from our prior experience that help build consensus and support around the planning concepts. We will work with the local project manager to determine how best to approach this activity.

Service Options

In order to propose reasonable transit service options, the consultant needs to have experience with a wide range of service delivery and management concepts. The SRF team has expertise with a variety of services ranging from rideshare activities, paratransit, volunteer



services, fixed route, route deviation and commuter services. Furthermore, the SRF team has broad experience in transit finance and policy analysis with transit agencies at both state and local levels. We understand the special needs of students and universities, business centers and special user groups such as commuters and visitors. We have developed plans to broaden coordination between human services agencies and public transit providers. We are prepared to work with the local staff to explore all reasonable options for service enhancement. As part of these activities, we often evaluate staffing and organizational structures.

Recommendations & Documentation

As the technical tasks of a project are completed, most jobs require some level of recommendations to be developed and documented. We have significant experience working through draft and final recommendations and documentation on projects of all types, including transit feasibility studies and transportation development plans. Our staff are adept at finding key points to communicate to project stakeholders and are comfortable making public presentations as may be needed for a project.

Our staff resources also include document editors and graphic artists who can help present the project outcomes in a clear and concise manner. Our in-house production capabilities permit us to respond to changes quickly and to finalize documents to the satisfaction of the client.

Commitment

We at SRF are committed to working with our clients to reach successful conclusions on all of our projects. We meet the toughest of timelines, are efficient with use of budgets, commit to being on-site when needed to ensure the client's needs are met and, in the end, will deliver the highest quality products we can. We strive for ongoing and effective communication with project managers and will maintain regular reporting requirements.

2. Work Plan & Time Table

This portion of our proposal identifies our technical process for completing the City of Lubbock/Citibus Fixed Route Study. The first section relates our firm's understanding of the requested services and issues/needs of the area. The second section presents our proposed work program and schedule.

Project Understanding

Every day brings new challenges to transit operators. Getting the equipment out on the street first thing in the morning is just the start of each day's challenges. From there, transit service becomes a part of the city within which it operates. Fixed routes connect vital parts of the community with regular frequency that customers can depend on. Specialized services provide more responsive opportunities for the disabled population within the area. Transit is movement; transit is connections. But transit is constantly faced with challenges to do more within tight budgets. In the end, effective transit still needs to be responsive to local needs.

The project is to help the City of Lubbock/Citibus gain a concrete understanding of the transit market in the Lubbock, Texas area, backed up with current data and research, and develop strategies to improve the Citibus system and understand how to position Citibus to meet future needs.

The process involves a technical review and analysis of key aspects of current fixed-route transit performance. Routes, schedules, stops and equipment all need thorough review. Beyond that, current use patterns and customer needs require review as well as costs, revenues and emerging needs brought on by community expansion, specifically urban growth and an upward trend in Texas Tech enrollment.

Combined with ample opportunity for public input, all of these elements can generate a thorough and workable plan for the City of Lubbock/Citibus.

The requirements for the project are clear:

1. Work with the local community and stakeholders to evaluate how well current services are meeting local needs.
2. Collect and analyze system data to identify opportunities to adjust services.

3. Identify and evaluate the full range of service alternatives to refine and improve the current package of services.
4. Create a workable final product that can help guide service development and operations for the entire system to effectively meet the broad local area needs.

Understanding of University Campus and Urban Transit Service

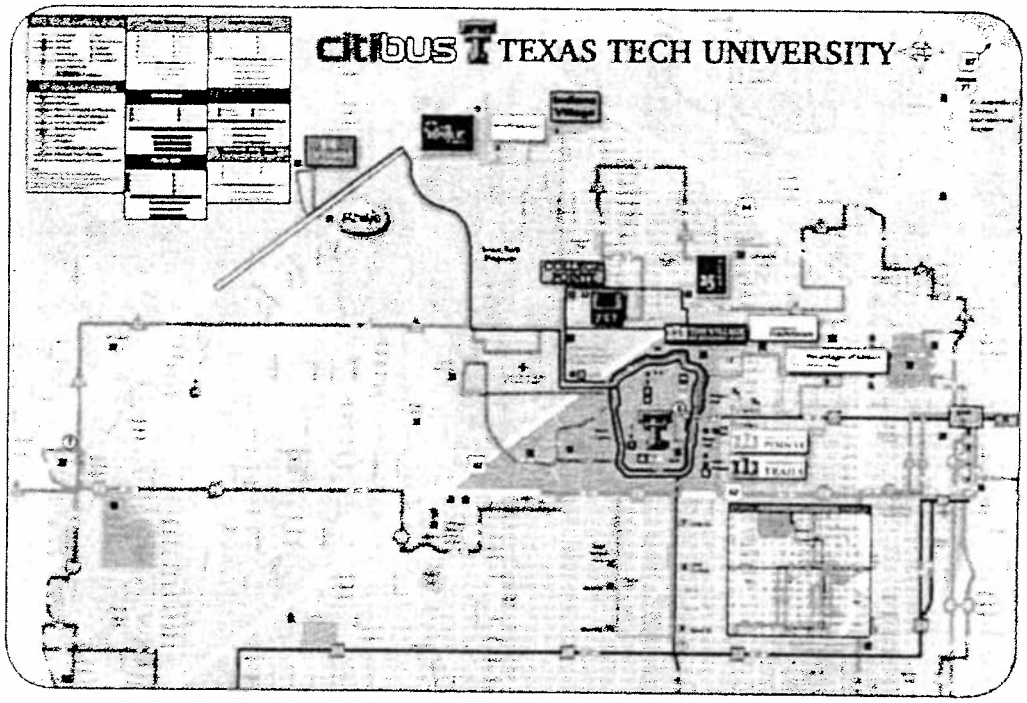
SRF and Bourne Transit Consulting have successfully completed planning projects in communities with a substantial university presence. The team's expertise will provide realistic, innovative, and tested solutions to the transit issues identified in the study, as well as explore all opportunities for effectively serving the City of Lubbock and Texas Tech University's transit markets.

Many universities have established robust university transit services. These services can provide a wide range of transit needs to the university community. These services may include:

- Intra-campus shuttles
- Routes to off campus academic buildings
- "Near Campus" routes
- Parking lot shuttles
- Shopping routes
- Seasonal routes
- Late Night or Safe Ride Service

As college and university campuses have experienced changes in their physical environments and markets – construction of off-campus research centers, development of new student housing, intensification of land uses on campus, changes to parking policies, etc. – the demand for transit service has changed correspondingly. Our team has experience working with both university and local public agencies to develop solutions that position transit systems well in light of these shifts in demand.

Some municipal transit systems have worked in partnership with universities to create seamless systems that meet many of the travel needs of the university community. Furthermore, these partnerships enhance transit opportunities for community residents whose travel patterns do not include the university campus. Cooperation can exist at a variety of levels, including shared facilities, program funding, and/or staff.



SRF and Bourne have successfully completed planning projects in communities with a substantial university presence.

Scope of Services

The following comprehensive work program is intended to detail the specific activities, approach, and deliverables associated with preparation of the transit analysis.

Task 1.0 – Project Management

The intent of the first task is to start the project with a clear understanding of study objectives and expectations, roles, responsibilities, methods, timelines, and deliverables. A kick-off discussion will be held to address these issues.

Kick-Off

This first project activity will be oriented to establishing a framework for the conduct of the study. At the outset, a kick-off discussion will be held. By beginning the study process with this activity, the study partners can ensure that a process guaranteed to meet identified study goals and objectives is in place.

During this discussion, the proposed work plan will be reviewed and modified as required. In addition, milestones and products will be reviewed to ensure that the project partners clearly understand their respective roles, responsibilities, and ultimate expectations in terms of deliverables. For the purposes of quality and expediency given their breadth of local knowledge, it is expected that City of Lubbock/Citibus staff will furnish and assemble data from their in-house sources (financial data, ridership data, GenFare GFI data, etc.) that is not readily accessible from public clearinghouses or databases, which will aid the consultant team on their analysis. Additionally, it is the responsibility of the project contact to offer timely review of documents and work products, and provide direction to the consultant team by providing detailed contact information of relevant stakeholders (name, address, phone, e-mail).

The discussion will cover the aforementioned roles that the local staff will play in the study. The team will identify who will be our main points of contact for the project, which will provide the primary technical direction for the study, and the data sources.

Ongoing Communications

As part of the overall project management activities, we commit to regular and ongoing communications with the local project manager to ensure there are no "surprises" as the project moves forward. We typically use a combination of face-to-face meetings, e-mail, and telephone conferencing through the duration of the project.

At the end of each project month, we will also provide a written progress report detailing work completed, note any outstanding concerns, and identify upcoming activities. We intend to document our path and prepare the local manager to plan ahead for upcoming activities.

Deliverables:

- Finalized project scope of work and schedule
- Monthly progress reports

Task 2.0 – Staff, Stakeholder and Public Input



In this task, we will collect information from stakeholders on system utilization and begin to gauge how well the current system meets local travel needs. Information will flow from stakeholder meetings, surveys, and public meetings. These meetings and discussions are intended to draw out reaction to the current system and look for potential improvements.

2.1 Stakeholder Meetings & Discussions

We propose to broaden our understanding of transit needs in the area by convening a series of meetings and discussions to capture in-depth input. We propose to involve the following groups in this activity:

- **Transit Management and Operations Staff** – A great place to begin is to meet with current transit staff. They routinely field requests for service changes, know the most pressing operations challenges, and can identify some promising concepts. We want to have several sit-downs with staff to identify key issues and if additional data needs to be collected.
- **Agency and Stakeholder Representatives** – Stakeholders will likely include members of the business community, Texas Tech University, and MPO staff. It is important to understand transit needs from the perspective of these stakeholders in order to define and ultimately reach targeted transit markets. We intend to have a number of direct

discussions with stakeholders and will survey and conduct interviews where possible. We will work with staff to identify these key stakeholders.

- **Bus Drivers** – Information on route-level issues will be sought from drivers, including running times, problem locations, passenger complaints, concerns or requests, and new service needs. This input usually has significant bearing on recommendations resulting from a transit study. We intend to schedule one session with drivers to provide input at the onset of the project.



2.2 Public Planning Workshop

Two public planning workshops will serve to gather input on unmet needs early in the process and to provide reaction to options later in the project. We will reach out to both users and non-users of the system.

- **Current Users** – We will seek input from current riders to focus on their experiences with the transit system, how services may be better tailored to meet their needs and how to capture a larger share of their travel. We will work with staff and local media to advertise the public information meetings and will also make notices available on buses and at the transit center.
- **Non-Users** – Input sought from non-riders will focus on their perceptions of transit in general, their reasons for not regularly or ever using transit, and whether and what system changes can capture their ridership.

All public meetings will be conducted in an open-house format. In an open-house meeting, a set of display boards are set up, along with easel pads on which comments can be recorded. Each display board or group of boards constitutes a "listening station," staffed by someone from the consultant team or the agency, where members of the public can ask questions and make comments individually. All comments received are then analyzed and thematically grouped in reporting.

2.3a Rider Survey

One of the best ways to gather information about service needs is to survey current transit users through a survey. The SRF team, with input from local staff, will develop an appropriate survey instrument to examine areas of interest such as current transit use patterns, measuring unmet need, and operational concerns. This survey will be accessed via a website with links distributed to Texas Tech University and additional stakeholders identified by agency staff; hard copies will also be provided onboard Citibus vehicles and distributed at venues accessible to members of the community for whom internet access is a barrier to participation. We expect both English and Spanish language versions of the survey to be developed.

2.3b Employer Survey

In addition to surveying riders, the team will develop a survey that will be distributed to major employers and members of the business community. This survey will be distributed electronically and provide important insights on how well Citibus services are connecting individuals with jobs, and how well the employers' workforces are being served.

Task 3.0 – Data Collection and Analysis

We will compile and analyze current and historical information to help frame the transit analysis. This effort is aimed at developing a reasonably detailed and comprehensive analysis of travel-related factors and transit performance.

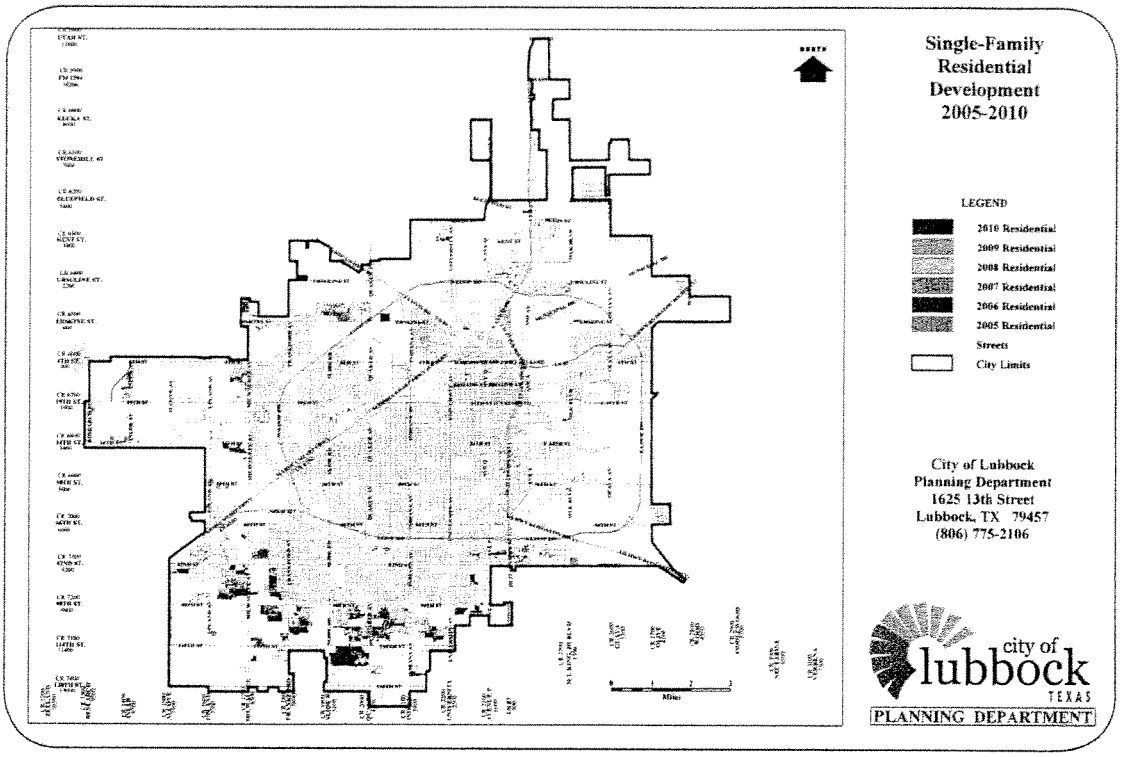
3.1 Review of Existing Data

Base Data

The objective of this activity is to review factors that influence transit usage. This effort will support tasks that evaluate current public transportation operations. It will also help us to formulate service alternatives that address current and anticipated problems.

A number of factors are correlated with and suggest the need for public transit service. They describe the socioeconomic, geographic, and land use characteristics of the community. Socioeconomic factors suggesting transit-dependency and transit usage include:

- Population size, distribution, and density
- Automobile ownership



- Household income
- Age of population

Current demographics, including data at the census tract and block level, where available, will be reviewed. We will look at the area population density and identify concentrations of youth and elderly populations, and zero-vehicle households. These factors tend to correlate with transit-dependent populations and often reflect high-ridership-potential areas. We will also ensure that all environmental justice information is evaluated.

Finally, the location and size of major trip generators are important factors in the use of public transportation and the feasibility of new services. Important generators include:

- High-density housing complexes
- Major employers and employment centers
- Shopping centers and major shopping areas
- Schools
- Hospitals
- Social service agencies
- Civic facilities

The SRF team will incorporate major trip generators information as part of its base data. This analysis will provide a picture of the locations that can generate the highest levels of transit travel desires and areas to which transit services should be directed.

Route Analysis

We will thoroughly review the services and performance of the fixed-route and operations of Citibus. Ridership data currently collected by Citibus and Texas Tech University will be used for this detailed analysis.

The team will review information for the system from the following sources:

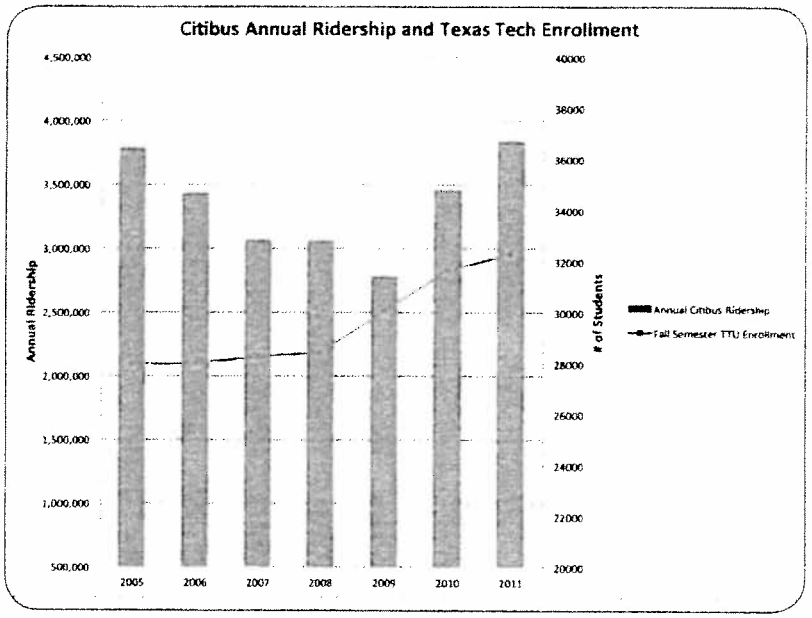
- Route travel time data
- Passenger counts and fare classification
- Route performance reports
- Daily service requirements
- Public timetable and system route maps
- Fare structure
- Headway sheets
- Annual operating budget
- List of equipment and facilities

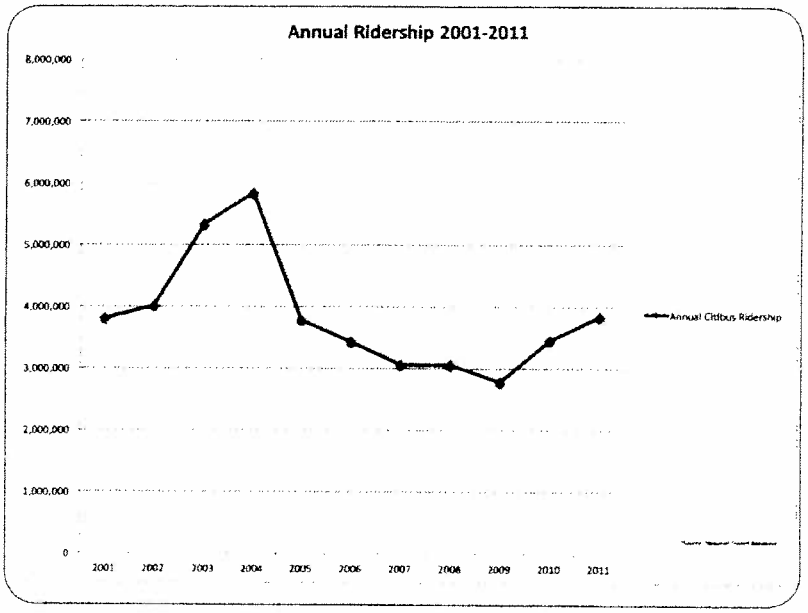
- Operator labor agreement
- Work rules

A route assessment will be conducted using the key productivity measures of passenger per bus-mile and passengers per bus-hour. This information will be mapped to show the best and poorest productivity performers.

System Analysis

In addition to reviewing the route specific operations of the fixed-route service, the team will analyze system operations through a comparison with peer systems. System level analysis of general data will offer indicators that can better inform planning and policy recommendations. Additionally, as various funding scenarios are examined, the peer analysis will present an understanding of industry standards so that Citibus staff have clarity as they look to meet financial need. The team will evaluate the following performance measures:





- **Service Provided and Consumed** – Examine trends over the analysis period of hours, miles, passengers, expenses, and revenues. It will also examine the trends in the measures of revenue hours per capita, and passengers per capita, and the relationships between the two measures.
- **Service efficiency** – Examine the amount of public transportation service produced for the community in relation to the resources expended. Service efficiency asks the question, "How much does it cost to produce a unit of public transportation service?" The total operating expense per revenue hour measure is the starting point for assessing this performance.
- **Service effectiveness** – Examine the consumption of transit service in relation to what is available. The passengers per revenue hour measure is used to assess service effectiveness.
- **Cost effectiveness** – Examine the consumption of transit services in relation to the resources expended. The total operating expense per passenger is used to assess cost effectiveness.
- **Passenger revenue effectiveness** – Examine the share of operating expense that is borne by the consumers of the public transportation service. Three measures (operating ratio, average fare per passenger, and subsidy per passenger) are used to assess passenger revenue performance.

The team will work with staff to select a peer group and prioritize these performance measures.



3.2 Service Area Field Observations

One of the best ways to get a feeling for the local transit system is to spend time observing firsthand the conditions within which service is operating and identifying potential areas for change. We typically use three techniques to complete this level of total assessment:

1. Ride the routes in the system across the service span
2. Drive through the community to look at current conditions and opportunities for change
3. Observe system personnel in action

Riding the routes allows us to see how bus operators interact with passengers, observe traffic conditions and boarding/alighting movements, and probably most beneficial, talk with customers directly about their travels and how well transit service meets their needs. Driving across the community provides an opportunity to form opinions on directness of travel, density, income levels, opportunity for service redesign, major generators without services, and how well the transit service appears to fit the conditions. The drive-around also lets us observe the condition of existing transit facilities and how well they connect with the community.

Finally, having a chance to observe and talk with some of the operations personnel provides opportunities to see how smoothly the system functions. From those observations, we can generate ideas of policy or procedural changes that might benefit the system or perhaps equipment or facility changes.

Upon completing our field reviews, we will summarize our observations and review them with staff to ensure that we have correctly interpreted conditions and not missed any important components to review.

3.3 Evaluation of Existing Service

The information we have collected for each route will be compiled into route profiles. The profiles, usually represented by summary tables and graphics, depict the route operations and service utilization information. Common elements included in a route profile are:

- Revenue miles by time period by day of week
- Revenue hours by time period by day of week
- Highest use boarding segments
- On-time performance by direction by time period by day of week
- Level of transfers
- Revenue generation

Highest and lowest use segments and stops are often depicted graphically to help analyze system performance.

After compiling the route profiles, our team will critically review each route according to a rigorous process. We will look to evaluate key factors in order to optimize route performance. The factors on which we will concentrate include:

- Headways (service frequencies)
- Passenger loads by route segments relative to capacity
- Route complexity, including deviations and turnbacks
- Locations of transfer centers, opportunities for timed transfers
- Equipment utilization
- Directness and redundancy of route alignments
- Scheduling arrival/departure times at key generators
- Transfer needs and opportunities
- Interlining (scheduled through routes)
- Layover and terminal locations and recovery times
- Bus stop locations
- Operating hours, days of service
- Schedule adherence/running times

In completing this preliminary analysis, the team will have an understanding of the market for transit in the Lubbock area. The team will be able to identify areas that are well served by Citibus, and where there is a lack of market penetration. Further, the team will be able to understand the context of each route that presents high performance in terms of efficiency and effectiveness and apply it to the first set of recommendations and topics of investigations for deliverables under Task 4.0.

Task 4.0 – Develop Service Options

4.1 Develop Recommendations for Transit Service Given Existing Level of Resources

After completing the base data analysis, we will begin the process of developing and analyzing potential improvement options. All options should be consistent with identified local needs and support the future vision for transit in the community. To be successful as a transportation mode, transit service needs to offer the correct blend of area coverage and frequency so that access is easy and service is user-friendly. It is a valuable study effort to review service modifications that can be achieved if there are local opportunities to increase the investment in transit services.

4.2 Develop Recommendations Based on Incremental Increases or Decreases in Transit Investment

Analysis of incremental modifications is something with which the SRF Team is very familiar. We have experience developing various service concepts that look to balance coverage and frequency, and recommend modifications at a variety of geographic scales. The data collected in Task 3 will give our team an understanding of the Citibus operating and capital cost structure, and recommendations can be made based on marginal cost increases or decreases.

The incremental analysis will identify system changes in a priority fashion in steps of 5 percent increases in operating costs up to a 20 percent increase in system costs. The team will work with staff to sketch plan the analysis concepts for each stage of the analysis and then conduct an analysis of costs, benefits and impacts of each of the steps. Complementary to this, our team will also develop service options that reflect corresponding reductions in investments.

One of the things that we will suggest to include in the incremental analysis is to use a measure of transit supportive land uses as the gauge for route deployment. In our recent work, we have used the benchmarks of a minimum residential density of three dwelling units per acre or an employment density of four jobs per acre as the cutoff for supporting fixed route transit service. We will work with the local stakeholders to define the measures that best fit the community.



Within the incremental analysis we expect to initially consider frequency, span and coverage changes, and possibly get to the point of incorporating more significant service type and orientation changes. Some of the most straightforward changes will come from modifying the frequency of key routes and expanding the span of service. Examples we have tested in other locations include modifying 30 minute service to 20 minutes for portions of the day, adding service later in the evenings, and expanding the level of weekend service. We will work with staff to lay out reasonable test plans that build upon the current successes of the system and look to plug gaps in existing geographic or temporal coverage. Our team will develop a total of eight scenarios in this task.

4.3 Develop Budget and Service Scope for Reaching All Markets and Meeting Needs Identified in this Study

Finally, supported by an understanding of peer transit systems and the data collected to date in this project, the SRF Team will develop a system that reasonably serves all transit markets in the Lubbock area, and develop a set of policy recommendations that will set a direction toward that level of transit service. This scenario will incorporate local long range plans and population forecasts provided by staff in its evaluation.

Stakeholder Review of Outcomes

Based on the evaluation of the service options developed, our team will conduct a work session with stakeholders to present the service plan and outcomes. The desired outcome of the work session is a clear direction on the service options to be carried forward for implementation.

Our expertise in both service design and evaluation of costs, benefits, and impacts of service changes will assure the community that we have conducted a fair and reasonable analysis of service change options. The SRF Team will work with local stakeholders to identify the measures that can be used to evaluate these concepts. Measures such as change in net cost, gross cost, ridership, fare revenue, revenue miles, revenue hours, and fleet are easily generated. Additional measures such as percent of community within easy access or percent of transit dependents within easy access are also good measures to consider.

4.4 Prepare Report Identifying Transit Markets and Service Options

A variety of service improvement types will be considered, including operating strategies, routing improvements, and system changes.

Routing Improvements

Routing improvements are intended to expand the availability of service in the community, and they include:

- Route extensions to respond to existing and proposed development in the area. Additional equipment may need to be allocated for the expansion of service.
- Route modifications to improve service directness and on-time performance. The results from the boarding/alighting survey will influence this type of improvement.
- New routes to satisfy present and prospective deficiencies in coverage.

System Changes

This category of improvements is principally concerned with a major review of the system and the types of services provided, including:

- Service redistribution to improve overall efficiency by re-allocating resources from less productive areas and/or routes to meet more pressing needs. This always has to be weighed against the needs of users in the light ridership areas.
- Downtown bus stop locations will be evaluated to facilitate swift passenger circulation. The location of the downtown transfer center will be carefully considered to determine its impact on scheduling and passenger circulation.
- Other network changes to determine whether or not additional transfer locations should be established in the community.
- Service-type change to perhaps use paratransit or route deviation in lieu of fixed route transit in some market areas or during some time periods.

Particular emphasis will also be placed on options that will lead to integration with other service providers in the area. The options identified will need to be consistent with the vision adopted earlier in the project. During this task, we will sketch out and define alternatives to assess:

- Service levels by hour of the day and week
- Ridership impacts
- Fit with goals and objectives

We will prepare a summary of the alternatives and review the findings with staff. Following the adoption of this report, the SRF Team will be available to review and offer guidance on proposed run cuts for the Citibus system that would begin the implementation of this study's recommendations. The first step in run cutting is to determine running times on each route. This will be accomplished by reviewing those routes/route segments where there appears to be difficulty adhering to the public schedule. The review process will include input from drivers and supervisors.

Summary of Written Deliverables

- Development, deployment, and evaluation of Citibus/Texas Tech rider survey
- Monthly written progress reports to transit board and staff
- Preliminary report summarizing Citibus performance analysis, market analysis, and field observations
- Draft report of service recommendations:
  - To document the entire process, our team will prepare a comprehensive operations analysis report. This report will contain implementation recommendations and details necessary for staff to carry out the modifications. The report will also provide a basis for local decision-makers and stakeholders to understand the study process well enough to be reassured that ample opportunities were provided for input, review and adjustment before the final recommendations were proposed.

That level of buy-in should help establish support to move forward with the implementation plans.

The SRF Team will provide a draft report for staff review and input and then finalize the documentation as needed. If needed, we will produce other supportive information that can be used for public displays, web-based presentations, or formal presentations such as PowerPoint. We will provide up to 15 copies of the formal report, if requested, and an electronic copy in PDF format.

- Final report

3. Overview of City Responsibilities

- Provide access to community demographic data (current and projected)
- Provide access to 5 years of transit operations data (at the route level where possible)
- Provide stop-level boarding for a one-day sample, or equivalent
- Identify key stakeholders to include in needs discussions
- Prompt review of draft deliverables
- Assistance with distribution and tabulation of customer surveys
- Provide access to transit financial reports identifying costs and revenues



At SRF, we are committed to working with our clients to reach successful conclusions on all of our projects and will deliver the highest quality products we can.

SRF Consulting Group, Inc. | Engineers Planners Designers

December 13, 2012

Ms. Tiffini Lennon
Buyer
City of Lubbock
1625 13th Street
Lubbock, TX 79401

SUBJECT: Best and Final Offer for RFP 13-10983-TL Consultant Services Fixed Route Study

Dear Ms. Lennon:

SRF Consulting Group, Inc. is pleased to submit our best and final offer to provide professional consulting services for a Fixed Route Study for the City of Lubbock. The SRF team includes Bourne Transit Consulting, LLC from Ames, Iowa, and Translating Services, LLC, a Texas Certified DBE located in Lubbock. We will meet or exceed the project's DBE requirement of 1%.

Our best and final offer is $98,575. This not-to-exceed cost is based on an hourly fee basis and includes both labor and direct expenses for the project. A breakdown of our cost is attached to this letter.

We appreciate this opportunity to work with the City of Lubbock and are confident that you will find the SRF team highly-qualified to meet your planning needs. Should you have any questions, please contact Joe Kern by phone at 763.475.0010 or e-mail at jkern@srfconsulting.com.

Sincerely,

SRF Consulting Group, Inc.

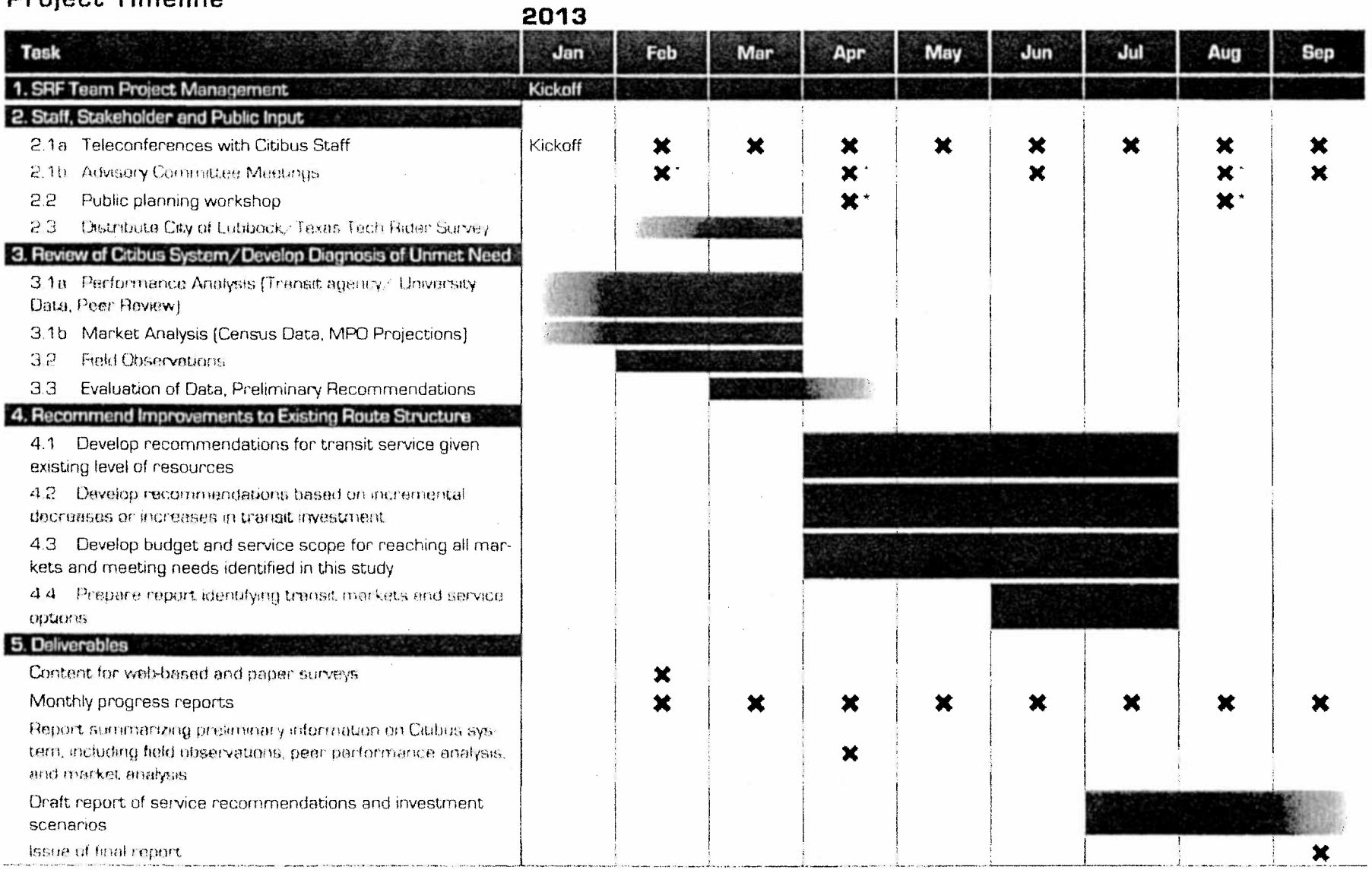
Joseph J. Kern
Principal

David K. Montebello, PE (MN MI)
President

SRF No. P12704

	Principal	Senior Professional	Professional	Support	Bourne	Totals
1 SRF Team Project Management	20			10		30
2 Staff, Stakeholder and Public Input						
2.1a Teleconferences with Citibus Staff	8	4	4		4	20
2.1b Advisory Committee Meetings	10	20	20	10	10	70
2.2 Public planning workshop	10	20	20	10	10	70
2.3 Distribute City of Lubbock/Texas Tech Rider Survey	2	20	20	10		52
3 Review of Citibus System/Develop Diagnosis of Unmet Need						
3.1a Performance Analysis (Transit agency/ University Data, Peer Review)	4	16	24	4		48
3.1b Market Analysis (Census Data, MPO Projections)	4	16	24	8		52
3.2 Field Observations	4				40	44
3.3 Evaluation of Data, Preliminary Recommendations	8	8	16	8	20	60
4 Recommend Improvements to Existing Route Structure						
4.1 Develop recommendations for transit service given existing level of resources	4	8	8	4	20	44
4.2 Develop recommendations based on incremental decreases or increases in transit investment	8	8	8	8	40	72
4.3 Develop budget and service scope for reaching all markets and meeting needs identified in this study	4	24	16			44
4.4 Prepare report identifying transit markets and service options	4	16	24		10	54
5 Deliverables						
Content for web-based and paper surveys	1	4	4	1		10
Monthly progress reports	9					9
Report summarizing preliminary information on Citibus system, including field observations, peer performance analysis, and market analysis	8	16	24	4	2	54
Draft report of service recommendations and investment scenarios	8	16	24	8		56
Issue of final report	2	8		2		12
TOTAL HOURS	**118**	**204**	**236**	**87**	**156**	**801**
Average Labor Rate	**$190**	**$100**	**$85**	**$85**	**$125**	
LABOR COST TOTAL	**$22,420**	**$20,400**	**$20,060**	**$7,395**	**$19,500**	**$89,775**
Direct Expenses:						
Travel					(3 SRF trips, 2 Bourne trips)	$5,000
Lodging					(10 nights)	$1,400
Per Diem					(10 days)	$750
Copies/Deliveries						$150
Translation Services (DBE services)					(2 events plus survey)	$1,500
DIRECT EXPENSES TOTAL						**$8,800**
GRAND TOTAL COST						**$98,575**

Project Timeline



* On-site meetings

EXHIBIT C

371

Regular City Council Meeting **5. 19.**

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 1st Reading - Animal Services: Consider an Ordinance amending Chapter 4 of the Code of Ordinances of the City of Lubbock, Texas, with regard to repealing outdated and unnecessary provisions, amending provisions to encompass current practices, and conforming the ordinance to the standards and conventions of the rest of the Code of Ordinances; providing a penalty clause; providing a savings clause, and providing for publication.

Item Summary

Definitions have been updated to match current practices and organization. Redline version is attached for review and the originial is in the Office of the City Secretary.

Animal Advisory Board approved the changes to Chapter 4 at their March 27, 2012 meeting.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Animal Advisory Board

Attachments

Chapter 4 Redline - Animal Services

CHAPTER 4
ANIMALS

ARTICLE 4.01 GENERAL PROVISIONS

Sec. 4.01.001 Definitions

For the purpose of this chapter, the following phrases, words and their derivatives shall be construed as defined in this section. All other words shall have their usual meaning. Words used in the present tense include the future; the singular number includes the plural, and the plural includes the singular; reference to the male gender includes the female; and references to any person or animal without specifying gender include both male and female. The word "shall" is mandatory and directory wherever it is used in the chapter. Whenever a public official is referred to by only the title of his office, such reference shall be construed as if followed by the words "of the City of Lubbock or his authorized deputy," unless the context indicates otherwise. Other words defined are:

~~For the purposes of this chapter, certain terms and words are hereby defined. Words used in the present tense include the future; the singular number includes the plural, and the plural the singular; reference to the male gender includes the female; and references to any person or animal without specifying gender include both male and female. The word "shall" is mandatory and directory wherever it is used in the chapter. Other words defined are:~~

Abandon. ~~means~~ ~~I~~Leaving any animal(s) in an enclosure or location without providing food, water, adequate shelter from sun, excessive heat or cold, rain, hail, ice or snow, or failing to provide veterinary care when needed to prevent suffering. This definition also includes leaving any animal(s) at a residence or location that is not occupied by any person(s) greater than 50% of any 30 day period, except while on business, vacation or other customary absences.

Animal. ~~means a~~Any living creature, except human beings, classified as a member of the Kingdom Animalia and including, but not limited to, mammals, birds, reptiles and fish.

Animal dealer. ~~means a~~Any person, partnership, or corporation engaging in the business of buying, selling, or trading animals to others in any public area, including, but not limited to, sale of any animal at a roadside stand, booth, flea market, or other temporary site. This definition does not include private party animal sales or government-operated animal shelters.

Animal establishment. ~~means a~~Any facility or business that has custody or control of animals within the City of Lubbock including, but not limited to, pet shops, pet grooming facilities, animal auction facilities, or commercial kennels. This term does not include veterinary or medical facilities, research or other facilities licensed by government

agencies.

Animal exhibition. ~~means a~~Any exhibition or act featuring performing animals, including circuses, temporary animal exhibits, petting zoos, and private zoos. Such exhibitions shall not include resident or nonresident dog and cat shows which are sponsored and/or sanctioned by the animal services division.

Animal services facility. ~~means a~~An establishment operated by the City of Lubbock for the temporary confinement, safekeeping, and control of animals which come into the custody of the City of Lubbock.

Assistance animal. ~~means any animal professionally trained to assist a handicapped person a~~Any ~~guide dog~~guide dog, ~~signal dog~~signal dog, or other animal individually trained to do work or perform tasks for the benefit of an individual with ~~a disability~~special needs, including, but not limited to, guiding individuals with impaired vision, alerting individuals with impaired hearing to intruders or sounds, providing minimal protection or rescue work, pulling a ~~wheelchair~~wheelchair, or fetching dropped items.

At large. ~~means a~~An animal (excluding sterilized and registered cats) that meets one (1) of the following criteria:

(1) On premises of owner. Any animal not confined to the premises of the owner by some physical means of sufficient height, strength, length, and/or manner of construction to preclude the animal from leaving the premises of the owner. Any animal being contained by a fence that, because of the fence's lack of height or general disrepair, cannot properly restrict the animal shall be considered at large.

(2) Off premises of owner. Any animal which is not physically and continually restrained by some person by means of a leash or chain of proper strength and length that precludes the animal from making unsolicited contact with any person, their clothing, their property, or their premises.

The term shall not include animals, ~~with required permits,~~ being trained or exhibited while under the immediate physical or vocal control of a person, so long as the animal demonstrates complete and immediate compliance with all physical or vocal commands of the person and is not making any unsolicited contact with another animal or any person, their clothing, their property, their premises, or another animal.
~~.~~

Auction. ~~means a~~Any place or facility where animals are regularly bought, sold, or traded. This definition does not apply to individual sales of animals by private owners.

Cat. ~~means a~~Any live or dead cat (*Felis catus*). Cats and related terms are defined as follows:

Ear tipping. ~~means a~~A technique for painless removing of a quarter-inch off the top of a feral cat's left ear by a licensed veterinarian while the cat is anesthetized for spaying/neutering for the purpose of permanently identifying a feral cat that has been evaluated, vaccinated, and sterilized.

Feral cat. ~~means a~~Any cat which is too poorly socialized to be handled (and therefore must be trapped and sedated for examination) and cannot be placed into a typical pet home.

Feral cat caregiver. ~~means a~~A person who feeds feral cats, performs trap-neuter-return, and provides long-term care and monitoring for adult feral cats that are returned.

Feral cat colony. ~~means t~~Three or more cats, "loosely owned," "quasi-owned," or "marginally owned" ~~who~~that have been fed and cared for at some level, but are not claimed by any one person.

Free roaming cats. ~~means c~~Cats which are not confined to the house or an enclosure and are at large.

Managed feral cat colony. ~~means a~~A group of feral cats living together and having strong blood ties in which all cats have been sterilized and vaccinated and are provided daily food and shelter by a feral cat caregiver. The caretaker follows the most structured form of TVARM. This means to trap, vaccinate, alter, return, and manage.

Registered feral cat colony. ~~means r~~A feral cat colony that is registered ~~at~~ with Lubbock Animal Services and meets~~ing~~ all requirements of this chapter.

Stray cat. ~~means c~~Cats which are currently or recently owned which may be lost from their homes.

City enforcement agent. ~~means~~ The City of Lubbock director of animal services, their authorized representatives, local rabies control authority, animal services officers, a law enforcement officer, or other authorized employees of the City of Lubbock. The director of animal services shall be responsible for the enforcement of this chapter and any regulations promulgated hereunder, unless otherwise provided by law.
~~the City of Lubbock health director, animal services manager~~director of animal services, ~~their authorized representatives, or a law enforcement officer. The animal services manager~~director of animal services ~~shall be responsible for the enforcement of this chapter and any regulations promulgated hereunder, unless otherwise provided by law.~~

Commercial establishment. ~~means c~~Establishments that engage in activities that include animal dealer, animal establishment, and animal exhibition, as those terms are defined herein.

Dangerous animal. ~~means:~~

(1) Any individual animal which, because of its physical nature and/or vicious propensity, would constitute a danger to human life or property; or any animal that is possessed of tendencies to attack or to injure human beings or other animals;

(2) An animal that commits an unprovoked attack on a human being, that causes bodily injury and occurs in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own;

(3) An animal that commits unprovoked acts in a place other than an enclosure in which the animal was being kept and that was reasonably certain to prevent the animal from leaving the enclosure on its own, and those acts cause a person reasonably to believe that the animal will attack and cause bodily injury to that person; or

(4) An animal that makes an unprovoked attack on a domestic animal or domestic fowl that causes bodily injury or death, and which occurs when such animal is at large.

Dangerous wild animal. ~~means a~~Any animal not normally considered domesticated which, because of its size, vicious nature, or other natural characteristic would constitute a danger to human life, property, or domestic animals, or any animal that is restricted from ownership by any state or federal law including, but not limited to, the following animals:

(1) Reptiles: venomous reptiles, crocodiles or alligators;

(2) Birds: emus, ostriches, rheas, and any species illegal to own under federal or state law;

(3) Mammals: ocelots, lions, tigers, jaguars, leopards, cougars, bobcats, wolves, dingoes, coyotes, jackals, elephants, weasels, martins, minks, badgers, pandas, bears, raccoons, bats, foxes, skunks, cheetahs, servals, caracals, hyenas, baboons, chimpanzees, orangutans, gorillas, any species illegal to own under federal or state law, and any animal which is, or may be hereafter, listed as a "high risk" animal in the Texas Rabies Control Act; or

(4) Any hybrid of any animal classified as a "dangerous wild animal."

Department. ~~means t~~The City of Lubbock ~~Health Department~~Animal Services.

Dog. ~~means a~~Any live or dead dog (*Canis familiaris*).

Enforcement agent. ~~means t~~ The City of Lubbock director of animal services, their authorized representatives, local rabies control authority, animal services officers, a law enforcement officer, or other authorized employees of the City of Lubbock. The director of animal services shall be responsible for the enforcement of this chapter and any regulations promulgated hereunder, unless otherwise provided by law.
~~he local health director, local rabies control authority, local health authority, animal services officers and other authorized employees of the City of Lubbock.~~

Estray. ~~means a~~Any unbranded sheep, cattle, horses, or mules found running at large, or any branded sheep, cattle, horses, or mules found running at large, or any swine found running at large. The term does not include~~; but it does not mean nor include~~ any unweaned animal specified in this definition that is running with its mother.

~~*Identification* means any acceptable method such as microchipping, registration tag, or tattoo readily traceable to the current owner.~~
Identification Tag. ~~means a~~A tag issued by or on behalf of the City of Lubbock Animal Services by an authorized issuing agent. Identification tags shall only be issued to animals that are currently vaccinated against rabies and shall expire annually or upon expiration of the rabies vaccination whichever occurs first. Identification tags shall be issued annually to all dogs and cats over the age of four (4) months.

Impound. ~~means t~~The placing of an animal in the city's animal services facility~~,~~ or~~,~~ the taking into custody of an animal for the purposes of transportation to the city's animal services facility.

Inhumane treatment of animals. ~~means a~~Any treatment of an animal prohibited by any provision of law~~,~~ including federal, state and local laws, ordinances, or rules.

Kennels, commercial.~~,~~ ~~f~~For purposes of this chapter only, ~~means~~ any establishment where a person, partnership or corporation keeps dogs or cats primarily for the purpose of breeding, buying, selling, trading, showing, training or boarding such animals.

Livestock. ~~means or I~~includes, regardless of age, sex or breed, horses, consisting of all equine species including mules, donkeys, and jackasses; cows, consisting of all bovine species; sheep, consisting of all ovine species; llamas or alpacas; goats, consisting of all caprine species; and pigs, consisting of all swine species.

Microchip implant. ~~means a~~A passive electronic device that is injected into an animal by means of a hypodermic-type syringe device. Each microchip shall contain a unique and original number that is read by an electronic scanning device for purposes of animal identification and recovery by the animal's owners. The microchip implant shall be supplied with an exterior collar-type tag for purposes of an external means of notifying others that the animal has been implanted with a microchip.

Microchip reader. ~~means a~~An electronic scanner with an operating frequency that is able to detect a microchip that has been implanted in an animal and display the number of

the microchip to its operator. The microchip reader shall be of a type that activates and displays the number of a microchip manufactured by multiple vendors.

Neutered. ~~means a~~Any animal, male or female, rendered incapable of breeding or being bred.

Owner. ~~means a~~Any person, partnership, corporation, association or legal entity that harbors, shelters, keeps, controls, manages, possesses, or has whole or part interest in any animal. The occupant, owner or head of household of any premises where an animal remains for seventy-two (72) hours or more shall be rebuttably presumed to be the owner of such animal, unless the animal has been reported to the city enforcement agency as a stray animal. An occupant of any premises on which a dog or cat remains or customarily returns is a person responsible for it under this chapter. If a person under the age of seventeen (17) years owns an animal subject to the provisions of this chapter, the head of the household of which such person under the age of seventeen (17) years is a member shall be the person responsible for the animal under this chapter. Such household head may himself be under the age of seventeen (17) years and therefore subject to prosecution under this chapter. There may be more than one person responsible for an animal.

Pet animal. ~~means a~~Any animal that may be kept as a pet within the City of Lubbock so long as all of the required provisions of this chapter are met, and is not a dangerous wild animal or a wild animal, including but not limited to the following animals:

(1) Reptiles: any nonvenomous reptile that is not protected from ownership by any state or federal law;

(2) Birds: any birds commonly kept as pets that are not protected from ownership by any state or federal law, or any bird kept for falconry purposes by a state and federally permitted falconer;

(3) Fish: any fish commonly kept as pets that are not protected from ownership by any state or federal law; or

(4) Mammals: includes any mammals commonly kept as pets including dogs, cats, ferrets, rabbits, guinea pigs, hamsters, hedgehogs, rats, mice, chinchillas, and sugar gliders but not limited to these.

Pony ride. ~~means t~~The use of any horse, pony, mule, donkey, or burro to provide rides to, or to pull wagons containing, individuals other than the animals' owners, whether gratuitously or for a fee.

Private-owned animal sale. ~~means t~~The individual sale of a pet animal by private owners to other private owners that occurs at the residence of either the seller or buyer.

Public health administrator. ~~means t~~The director of the City of Lubbock Health Department.

Public nuisance. ~~means t~~The conduct of any owner in allowing an animal to:

(1) Engage in conduct which establishes such animal as a "dangerous animal";

(2) Damage, soil, defile or defecate on private property other than the owner's or on public property, unless such waste is immediately removed and properly disposed of by the owner of the animal;

(3) Be "at large" (excluding sterilized and registered cats that are identified by some means of traceable identification);

(4) Cause a disturbance by excessive barking or noisemaking near the private residence of another;

(5) Produce odors or unclean conditions sufficient to offend a person of normal sensibilities standing or which creates a condition conducive to the breeding of flies or other pests;

(6) Chase vehicles, or molest, attack or interfere with other animals or persons, or is at large on public or private property; or

(7) Create a condition that is dangerous to human life or health; renders the ground, the water, the air or the food a hazard or injurious to human life or health or that is offensive to the senses; or that is detrimental to the public health.

(8) Failure to secure and maintain proper fencing which has or may allow the animal(s) to be ~~"~~at large.~~"~~

Quarantine. ~~means t~~To take into custody, place in confinement, and isolate from human beings and other animals. The quarantine period for a dog, cat, or a domestic ferret for rabies observation is ten (10) days or 240 hours from the date and time of the bite, scratch or other exposure, or as recommended by the regional veterinarian from the Texas Department of State Health Services.

Rabies control authority. ~~means t~~The ~~animal services manager~~director of animal services or other designee of the ~~health director~~city manager.

Registration. ~~means a~~A rabies certificate issued by a licensed veterinarian and an identification tag recognized by animal services from an approved issuing agent.

Restraint. ~~means t~~To control an animal by physical means so that it remains on the premises of the owner, or, when off the owner's premises, by means of a cage or leash or rope under the direct control of a person of sufficient strength to control the animal.

Sterilized. ~~means a~~An animal rendered incapable of reproduction by means approved by

the American Veterinary Medical Association.

Tether. ~~means t~~To chain, tie, fasten, or otherwise secure an animal to a fixed point so that it can move or range only within certain limits.

Traceable identification. ~~means a type of i~~Identification~~, such as a~~by means of an identification tag ~~,~~or microchip~~, or tattoo,~~ that can be readily used by animal services to identify the current ownership of an animal.

Vaccination. ~~means t~~The inoculation of an animal with a rabies vaccine that is licensed by the United States Department of Agriculture for use in that species and which is administered according to the label's directions by a veterinarian for the purpose of immunizing the animal against rabies.

Veterinary hospital. ~~means a~~Any establishment maintained and operated by a licensed veterinarian for surgery, diagnosis and treatment of diseases and injuries of animals.

Wildlife educational center. ~~means a~~An organization that has met all of the state and federal requirements to possess wildlife for educational purposes.

Zoological park. ~~means a~~Any facility, other than a pet shop, kennel, or wildlife education center, displaying or exhibiting one or more species of nondomesticated animals, and operated by a person, partnership, cooperation, or governmental agency.

Sec. 4.01.002 ~~Dogs~~ Animals defecating on public and private property

(1~~a~~) An owner, harborer, or other person in possession of an animal ~~a dog~~ commits an offense if he knowingly permits, or by insufficient control allows, the ~~dog~~ animal to defecate in the city on private or public property and fails to remove and dispose of any excreta ~~the dog~~the animal ~~deposits~~.

(2~~b~~) An owner, harborer, or other person in possession of an animal~~dog~~ commits and offense if he:

(a~~1~~) Knowingly permits the ~~dog~~ animal to enter or be present on private property located in a public place; and

(b~~2~~) Fails to have in his possession materials or implements that, either alone or in combination with each other, can be used to immediately and in a sanitary and lawful manner both remove and dispose of any excreta the ~~dog~~ animal may deposit on the property.

(3~~c~~) It is an affirmative defense to prosecution under subsection (a) or (b) that:

(a~~1~~) The property was owned, leased, or controlled by the owner, harborer, or

person in possession of the ~~dog~~ animal at the time it defecated;

(b~~2~~) The ~~dog~~ animal was specifically trained to assist a person with ~~a disability~~ special needs and was in possession of that ~~disabled~~ special needs person at the time it defecated or was otherwise present on the property;

(~~3~~c) The owner of the property or person in control of the property had given prior consent for the ~~dog~~ animal to defecate on the property; or

(d~~4~~) The ~~dog~~ animal is a police canine being used in official law enforcement activities.

Sec. 4.01.003 Number of dogs and cats at residences; multipet permit

(~~a~~1) Except as provided by this section, no residence within the city shall harbor more than four (4) adult dogs and/or four (4) adult cats, over the age of sixteen (16) weeks. No residence within the city shall harbor more than one (1) litter of puppies and/or one (1) litter of kittens.

(2~~b~~) Any persons desiring to keep more than four (4) adult dogs, four (4) adult cats, or more than one (1) litter of puppies or kittens at premises occupied by them may apply with the ~~animal services manager~~director of animal services for a multipet permit. The applicant shall pay an application fee at the time of filing.

(3~~c~~) Inspections are required and applicants shall provide the director of animal services with information concerning the maximum number of animals to be kept at any one time at such premises and other pertinent information as required by Animal Services. Animal Services shall conduct a record search for the premise and applicant prior to the inspection. If the record search indicates that enforcement action for violations of ~~chapter 4 of the Code of Ordinances~~this chapter dealing with nuisances has been necessary within the preceding twenty-four (24) months, a permit may, at the discretion of the director of animal services, be issued only after the premise inspection determines ~~that~~ compliance with the animal services regulations. A permit shall not be issued if it is found that the animals cannot be maintained without creating noise or odor nuisances otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment. Applicants and persons with approved permits, must consent to property inspections.

~~(1) No inspection required. If an applicant provides the animal services manager with information concerning the maximum number of animals to be kept at any one time at such premises and record search indicates that no enforcement action for violation of chapter 4 of the Code of Ordinances dealing with nuisances has been necessary during the preceding twenty-four (24) months, a permit may be issued~~

~~by mail without prior inspection.~~

~~(2) Inspection required. If an applicant provides the animal services manager with information concerning the maximum number of animals to be kept at any one time at such premises and a record search indicates that enforcement action for violations of chapter 4 of the Code of Ordinances dealing with nuisances has been necessary within the preceding twenty-four (24) months, a permit may be issued after an inspection of the premises to determine compliance with the animal services regulations. A permit shall not be issued if it is found that the animals cannot be maintained without creating noise or odor nuisances, otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment.~~

(~~4~~d) Such permit may be revoked by the ~~animal services manager~~director of animal services for cause, including, but not limited to, violations of the provisions of ~~chapter 4 of the Code of Ordinances~~ this chapter, chapter 40 of the Code of Ordinances, or the inability of the permit holder to keep the animals without creating noise or odor nuisances, otherwise being detrimental to the public health, safety and welfare, or in a healthy or sanitary environment.

(~~5~~e) All multipet permits issued under this section shall be valid ~~indefinitely~~for a period up to two (2) years, unless the ~~animal services manager~~director of animal services revokes the permit. Regardless of initial application and permit approval date, each permit shall expire on March 31 of the second year following approval. When issued, the permit shall remain the sole property of the city and shall be valid only as to the applicant, ~~and~~ location, and number and type of animals for which it was originally issued. The permit may not be sold or transferred, voluntarily or involuntarily, to any other person or entity. Thirty (30) days prior to expiration of the multipet permit, persons desiring to keep more than four (4) adult dogs, four (4) adult cats, or more than one (1) litter of puppies or kittens may apply to renew the multipet permit. The applicant shall pay a permit fee at the time of filing the renewal application.

(~~6~~f) Any person either denied a multipet permit, or who has had their permit revoked, may file an appeal with the permit and appeals board. Such appeal must be made in writing within ten (10) days of receiving written notice from the ~~animal services manager~~director of animal services of the permit denial or revocation. If no appeal request [is made] within the ten-day period, the denial or revocation of the permit becomes final. Upon receiving an appeal, the permit and appeals board shall hold a hearing at a time and place of their designation. Based upon the recorded evidence of such hearing, the permit and appeals board shall make a final finding.

Sec. 4.01.004 Feral cat management

(1a) The ~~animal services manager~~director of animal services is responsible for maintaining the registry of approved registered colony locations. ~~The animal services manager will assist registered caregivers in the management of registered feral colonies.~~

(2b) A feral cat colony can be registered when the ~~animal services manager~~director of animal services determines that a volunteer caregiver(s) can meet the following minimum requirements:

(~~1~~a) ~~Regular~~ Daily feeding will be maintained throughout the year.

(b~~2~~) Adult cats and kittens 8 weeks of age will be neutered and vaccinated.

(c~~3~~) ~~Every attempt~~Kittens eight (8) weeks of age will be ~~made to~~ removed ~~kittens~~ from the colony before 8 weeks of age for domestication and placement.

(d4) Stray cats will be released or placed into the custody of animal services.

(e~~5~~) Sick or injured cats will be removed from the colony for immediate veterinary care or humane euthanasia.

(f~~6~~) Cats will be earmarked and microchipped for recognition as members of a registered feral cat colony.

(g~~7~~) Responsibility for managed feral cat colonies can be transferred to another feral cat caregiver with the ~~animal services manager~~director of animal services~~'s~~ approval only.

(h~~8~~) Location of a feral cat colony requires the approval of the property owner or owners and the ~~animal services manager~~director of animal services.

(i~~9~~) ~~Relocation of a feral cat colony requires the approval of property owners and the animal services manager.~~Feral cat colonies may not be relocated. If the caregiver ceases responsibility, the caregiver must immediately notify Animal Services.

(j~~10~~) Cat caretaker assumes all responsibility of humane trapping, maintenance, and management of their approved registered colony.

(k~~11~~) Records of sterilization, vaccination, microchipping, and animal identification will be provided to animal services upon request.

(3)~~c~~) The ~~animal services manager~~director of animal services is authorized to issue citations, revoke registered cat colony permission, or issue citations to a feral cat

caregiver or obtain a search and seizure warrant if there is probable cause to believe any requirement of this section is violated.

Sec. 4.01.005 Private animal sales

No owner or person shall display for commercial purpose, offer, sell, trade, barter, lease, rent, or give away any live animal, on any roadside, public right-of-way, commercial parking lot, or any flea market. This provision does not prohibit the sale or purchase of animals from a person's private residence.

ARTICLE 4.02 ADMINISTRATION AND ENFORCEMENT

Division 1. Generally

Sec. 4.02.001 Office of ~~animal services manager~~director of animal services established; duties; enforcement

(~~a~~1) Establishment of office of ~~animal services manager~~director of animal services.

(~~1~~a) There shall be and is hereby created the office of ~~animal services manager~~director of animal services.

(b~~2~~) The ~~animal services manager~~director of animal services shall act as the local rabies control authority for the purpose of enforcing animal health and control laws of the State of Texas.

(c~~3~~) The city may employ animal control officers to assist the ~~animal services manager~~director of animal services in the carrying out of specified duties.

(~~b~~2) It shall be the duty of the ~~animal services manager~~director of animal services and designated representatives to:

(~~1~~a) Administer and enforce all state and federal laws pertaining to animals which authorize the local rabies control authority or animal control officers to enforce the same;

(b~~2~~) Administer and enforce the animal ordinances of the city when a nuisance or health problem is caused by one (1) or more animals;

(c~~3~~) Supervise the animal services operations of the city; and

(d4) Aid the department of state health services in the enforcement of area quarantines.

(3e) The animal services managerdirector of animal services and any animal control officer of the city shall have the authority to issue citations for any violation of this chapter and any other power or duty stated within the terms of this chapter. If the person being cited is not present, the animal control officer may send the citation to the alleged offender by registered or certified mail, return receipt requested, by depositing the same in the U.S. mail, postage prepaid.verify occupant information and leave a citation on the door and /or send the citation by regular mail. A citation that is mailed is deemed received five (5) calendar days after it is placed in the mail receptacle of the United States Postal Service.

(4d) It shall be unlawful for any person to knowingly prevent, interfere with, or obstruct the animal services managerdirector of animal services or an animal control officer in the performance of their duties. It shall be unlawful for any person to fail to comply with any lawful order of the local rabies control authority officer or any animal control officer of the city.

(5e) The local rabies control authority officer, any animal control officer, or any peace officer is authorized to, including but not limited to:

(1a) Humanely euthanize an animal which poses an imminent danger to a person or property or when a real or apparent immediate necessity exists for the destruction of an animal.

(b2) Impound an animal which is diseased or endangers the health of a person or another animal.

(c3) Impound any animal found to be running at large within the city.

(d4) Humanely euthanize an impounded animal if the animal is suffering from injury, disease, or illness.

(e5) Humanely euthanize any animal suspected of having rabies, or which animal manifests a disposition to bite, when such animal(s) is found at large after having made a reasonable, but unsuccessful, effort to capture the animal.

(f6) Humanely euthanize any impounded, dangerous animal immediately upon impoundment, unless there is reason to believe that it has an owner.

(g7) Humanely euthanize any wild animal immediately upon impoundment, so long as such act does not violate state of federal laws.

(h8) Humanely euthanize any nursing baby animal impounded without the mother, or where the mother cannot or refuses to provide nutritious milk, to prevent further suffering.

(i~~9~~) Humanely euthanize an animal when an owner no longer wishes responsibility for an animal or believes the animal to be in an ill or injured condition upon the owner signing a waiver, supplied by the animal shelter, allowing the animal to be immediately euthanized.

(j~~10~~) Humanely euthanize or transfer to a humane organization any impounded animal that is to be destroyed as a result of the animal being impounded for more than seventy-two (72) hours.

(6f) In any complaint and in action or proceeding brought for the enforcement of any provision of this chapter, it shall not be necessary to negate any exception, excuse, proviso, or exemption contained in this chapter; and the burden of proof of any such exception, excuse, proviso, or exemption shall be on the owner or defendant as an affirmative defense.

(7g) The city shall be entitled to pursue all other criminal and civil remedies to which it is entitled under the authority of federal, state or local law.

(8h) No person shall interfere in any manner or give false information to the local rabies control authority, local health director, the animal control officers and other authorized employees of the city in the performance of their duties.

Sec. 4.02.003002 Penalties

Any animal that is found to be in violation of this chapter may be impounded by the city enforcement agent. Additionally, any person or owner who violates or fails to comply with any portion of this chapter may receive a citation from the city enforcement agent and shall be deemed guilty of a class C misdemeanor for each animal in violation. Each day of violation of this chapter shall constitute a separate offense.

Sec. 4.02.004003 Abatement and imminent threat; right of entry; search warrants

(a1) Animal control officers or other law enforcement officers shall have the power to impound animals which create an animal nuisance per se for the purpose of abating a nuisance and in cases

where animal control officers have reason to believe an animal has been or is being cruelly treated, has rabies or exhibits other violations of law as follows:

(~~1~~a) On public property, in all cases;

(b~~2~~) On private property, if:

(i~~A~~) The consent of the resident or property owner is obtained;

(~~B~~ii) The officer reasonably believes there is immediate and imminent danger or peril to the public if the animal in question is not impounded; or

(iii~~C~~) Authorized by appropriate courts of law.

(c~~3~~) The officer has the right to pursue and apprehend animals running at large onto private property while enforcing the provisions of this chapter.

(~~b~~2) Any animal observed by the city enforcement agent or peace officer to be in immediate danger, in the agent's or officer's opinion, may be removed from such situation by the quickest and most reasonable means available. It shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the city enforcement agent or peace officer.

(3~~c~~) The ~~health director, animal services manager~~director of animal services, or assigned designee may order the abatement of the conditions which are not in accordance with this section, other applicable state or federal regulations or laws, or which otherwise constitute a nuisance. Failure to comply with the written notice constitutes grounds for the city to obtain any relief available to it by law, including, but not limited to, relief by injunction. Additionally, failure to comply with the written notice may subject the violator to administrative proceedings and criminal charges.

Sec. 4.02.~~005~~004 Filing of false claims or reports

(~~a~~1) A person commits an offense if he knowingly initiates, communicates, or circulates a claim of ownership for an animal with the city enforcement agent that he knows is false or baseless.

(2~~b~~) A person commits an offense if he knowingly initiates, communicates, or circulates a report of a violation of city ordinance or state or federal law to the city enforcement agent that he knows is false or baseless.

Sec. 4.02.~~006~~005 Impoundment and redemption

(1a) Impoundment.

(a1) It is the duty of the enforcement agent to capture and impound such animals as are running at large or which are required to be impounded pursuant to other laws or

ordinances or to protect public safety. Any officer or citizen of the city is authorized to take up and deliver in a humane manner to the animal services facility any animal that may be found running at large in the city.

(b2) The city enforcement agent shall impound and quarantine all dogs, cats and other animals exposed to, suspected to be exposed to, or infected with rabies, whether the dog, cat or other animal to be impounded is at large, on a leash, or confined to its owner's premises or whether it is currently vaccinated. Any animal which a licensed veterinarian suspects of having rabies shall be humanely euthanized. Any animal exposed to a rabid animal shall be humanely euthanized or quarantined at the owner's expense for a period mandated by the Texas Department of State Health Services Zoonosis Control Division, not less than ten (10) days and 240 hours from the date of last known exposure.

(3c) The city enforcement agent shall impound an animal at the request of a peace officer when the owner of the animal has been arrested, hospitalized, is missing, or has died, and there is no person present, eighteen (18) years of age or older, who will assume the legal responsibility of providing food, water and shelter for such animal.

(b2) Identification of impounded animals.

(1a) The city enforcement agent, or his deputies, upon receiving an animal for impoundment, shall make a complete registry, including the species, breed, color and sex of such animal, whether it has traceable identification, and the time and place of taking custody. If the animal has traceable identification, he shall enter the name and address of the veterinary clinic, year, the number of the registration tag, and any other pertinent information. When kennel space allows, animals with traceable identification shall be kept separate from animals that do not have identification. All animals impounded shall be scanned with a microchip reader.

(b2) If, by registration tag, the owner of an impounded animal can be identified, the city enforcement agent shall, as soon as possible, notify the owner by telephone or mail; however it is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(c3) Impounded animals with no means of traceable identification shall be kept for not less than three (3) days, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this chapter. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(d4) Animals with any type of traceable identification shall be kept for not less than ten (10) days, or not less than three (3) days from the time the owner is notified of their animal being impounded, whichever is the shorter time period, unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this chapter. If an animal has a tag that does not list the owner's phone number or address, and the person or business that is in possession of the owner's contact information will not release it to the city enforcement agency, then for the purposes of this section it shall be the responsibility of that person or business to notify the owner of the animal being impounded, and the animal shall be held for three (3) days

after the city enforcement agent contacts the person or business in possession of the owner's contact information. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(~~e~~3) Retention of impounded animals.

(~~1~~a) An animal impounded at the request of a peace officer as required by this chapter shall be kept for not less than ten (10) days unless earlier reclaimed by the owner under acceptable conditions or earlier euthanized as allowed by this chapter. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim such pets.

(~~2~~b) An impoundment period is not required for an animal voluntarily released to the city enforcement agent by its owner.

(4~~d~~) Redemption of impounded animals.

(~~1~~a) Any owner of an animal that has been impounded under this chapter who wishes to have it returned to him shall personally visit the animal services facility where it is impounded. The city enforcement agent shall return the animal if the owner can provide sufficient proof of being the animal's owner and if such release will not impair the safety of the public or the animal. The owner of the animal must pay any and all fees set forth herein and must agree to abide by all of the requirements of this chapter before the animal is returned. It is the responsibility of the owner to visit the shelter before the expiration of the designated holding period to reclaim lost pets.

(b~~2~~) If an animal that requires a permit or registration is impounded by the city enforcement agent for violating this chapter and the owner cannot prove that he is in possession of all required permit(s) or registration(s), the owner must meet all requirements of the required permit(s) or registration(s) and must purchase said permit(s) or registration(s) before the animal may be released from the animal services facility.

(c~~3~~) If an animal that requires a rabies vaccination is impounded by the city enforcement agent for violating this chapter and the owner cannot prove that the animal has a current rabies vaccination, a citation for failing to vaccinate will be issued. The owner shall then have five (5) days to provide proof of obtaining a current rabies vaccination to the city enforcement agent or else he shall be cited again for violation of this chapter. Each subsequent day that passes after the five-day period shall be considered a separate offense. For the purposes of this section, a rabies tag

alone is not sufficient proof of an animal's current rabies vaccination.

(d4) If an animal is impounded by the city enforcement agent for violating this chapter and the owner cannot prove that the animal has been previously microchipped, the owner must purchase a microchip before the animal may be released from the animal services facility. The identification number provided by the microchip shall be maintained on file at the animal services center or with a nationally recognized registry, for future identification purposes.

(e5) The director of animal services, or his designee, may refuse to release an impounded animal until such time that the animal owner can provide sufficient proof that the property in which the animal is to be returned has a secure and properly maintained fence or other enclosure to prevent the animal from being at large.

(556) Impoundment after second offense.

(a) If an animal that is not sterilized is impounded by the city enforcement agent for violating this chapter on two (2) separate occasions within a 12 month rolling period, the owner shall have the animal sterilized on or before thirty (30) days from the date of release of the animal to the owner.

(b) The owner shall submit documentation to the ~~animal services manager~~director of animal services evidencing the completion of the sterilization. If, in the opinion of a licensed veterinarian, there is a legitimate health risk justifying the delay of this surgery, the owner shall sign a written agreement stating that they will have the animal sterilized within thirty (30) days after the animal is declared fit for sterilization and submit documentation evidencing the completion of the sterilization to the ~~animal services manager~~director of animal services. A person who fails to sterilize an animal in accordance with this section commits an offense.

(c) For the purposes of this section, a legitimate health risk cannot be based solely on the animal's age. If the animal dies on or before the sterilization completion date, the owner must provide written documentation to the ~~animal services manager~~director of animal services that the animal has died. If the animal is lost or stolen before the sterilization date, the owner must provide written documentation to the ~~animal services manager~~director of animal services stating that the animal is lost or stolen and a police report verifying the report of theft. The letter shall be delivered not later than the seventh day after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the date of disappearance.

Sec. 4.02.~~007~~006 Disposition of impounded animals

(1a) The ~~animal services manager~~director of animal services may dispose of impounded animals after the expiration of any required impoundment period by any of the following methods:

(~~1~~a) Adoption.

(~~A~~i) The city enforcement agent shall be authorized to place for adoption dogs or cats impounded by the city under the following

conditions:

(~~i~~1) The city enforcement agent shall determine whether a dog or cat is healthy enough for adoption and if its health and age are adequate for vaccination. However, such decision shall not constitute a warranty of the health or age of the animal.

(~~ii~~2) There will be an adoption fee for all dogs and cats at an amount set by resolution of the city council. The fee will include the cost of sterilization, vaccination, implantation of a microchip, and licensing.

(~~iii~~3) All animals adopted from the animal services facility shall be implanted with a microchip, vaccinated against rabies, and sterilized. The adopting person shall have the animal sterilized on or before thirty (30) days from the date of adoption. The adopting person shall submit documentation to the ~~animal services manager~~director of animal services evidencing the completion of the sterilization. If, in the opinion of a licensed veterinarian, there is a legitimate health risk justifying the delay of this surgery, the person adopting the animal shall sign a written agreement stating that they will have the animal sterilized within thirty (30) days after the animal is declared fit for sterilization and submit documentation evidencing the completion of the sterilization to the ~~animal services manager~~director of animal services. A person who fails to sterilize an animal in accordance with this section commits an offense. For the purposes of this section, a legitimate health risk cannot be based solely on the animal's age.

(~~B~~ii) If an adopted animal dies on or before the sterilization completion date, the adopting person must provide written documentation to the ~~animal services manager~~director of animal services that the animal has died.

(~~C~~iii) If an adopted animal is lost or stolen before the sterilization date, the adopting person must provide written documentation to the ~~animal services manager~~director of animal services stating that the animal is lost or stolen and a police report verifying the report of theft. The letter shall be delivered not later than the seventh day after the date of the animal's disappearance and shall describe the circumstances surrounding the disappearance and the date of disappearance.

(iv~~D~~) The city enforcement agent may reclaim an adopted animal if the ~~animal services manager~~director of animal services has not received confirmation of the sterilization as required.

(~~2~~b) The city enforcement agent may offer the animal to an animal welfare group that has a signed transfer agreement for dogs and cats on file with the city enforcement agency provided that the group sterilizes and microchips the animal prior to placing it into an adoptive home.

(~~3~~c) The city enforcement agent may temporarily place the animal in a foster home that has a signed foster agreement for dogs and cats on file with the city enforcement agency.

(~~4~~d) The city enforcement agent may humanely euthanize the animal by methods approved by the American Veterinary Medical Association or the Texas Department of State Health Services.

(~~b~~2) The choice of which of these options to use shall be made at the sole discretion of the city enforcement agent unless otherwise mandated by a court order.

(~~c~~3) Any impounded registered or unregistered animal which appears to be suffering from serious injury or disease and which is in great pain and suffering and probably will not recover or which appears to have an infectious disease which is a danger to humans or to other animals in the opinion of the ~~animal services manager~~director of animal services or which, due to its extremely violent nature, poses a substantial risk of bodily harm to the safety of animal services staff, may be humanely euthanized at any time during its holding period by the city enforcement agent. In the event such an animal is wearing an identification tag on its collar or harness, the city enforcement agent shall attempt to notify the owner by telephone before taking action.

(~~d~~4) It shall be an affirmative defense to prosecution of the owner if he or she can show that, at the time of its impoundment, the animal that was at large due to a major natural disaster, fire, criminal or negligent acts of a third party who was not residing at the animal owner's residence. In such event, the owner shall only be subject only to the provisions of this chapter that require a current rabies vaccination and city registration. An owner's claim of a fire or the criminal or negligent acts of a third party must be proven in one (1) or more of the following manners:

(~~1~~a) A certified copy of a city police or fire report verifying the incident; or

(~~2~~b) The affidavit of city police or fire personnel with direct knowledge of the incident.

(~~e~~5) It shall be unlawful for a person to fail or refuse to deliver an unregistered or

unvaccinated animal to a city enforcement agent or police officer upon demand for impounding.

Sec. 4.02.~~008~~007 Donations fund established

The city shall create a special revenue fund, labeled "Donations Fund," for animal services purposes to account for the collection and spending of donations to the city. This fund will provide an accurate accounting of the sources and uses of these monies to demonstrate, to the donor, that the funds are used for their intended purposes. Expenditures of these monies will require city council approval through the normal budgeting process.

Sec. 4.02.009 Unabated nuisances

(1~~a~~) A "continuing public nuisance" is defined as a public nuisance that, after notice as described in subsection (c) to the owner of an animal(s) or person in control of an animal(s), continues unabated, as determined by the ~~animal services manager~~director of animal services.

(2~~b~~) The ~~animal services manager~~director of animal services may determine that a public nuisance exists through an investigation of any reported or perceived public nuisance, and may interview witnesses and/or conduct such hearings as he may determine are necessary, formally or informally. He shall make a determination based on the necessity to preserve the public health, safety and welfare of the community.

(~~c~~3) Upon such determination, the ~~animal services manager~~director of animal services shall notify the animal owner or the person in control of the animal(s). This notice shall be in writing and shall contain a statement that such person has a right to appeal. The notice shall set forth the noncompliance and order the owner to abate the public nuisance described in such notice within seven (7) days. Notice of a public nuisance shall include, but not be limited to, written notice of the existence of a public nuisance delivered by personal service, certified mail, return receipt requested, or left at the entrance to the premises where the animal(s) is harbored. A notice that is mailed is deemed received five (5) days after it is placed in a mail receptacle of the United States Postal Service.

(4~~d~~) If such owner fails or refuses to comply with the demand for compliance in the notice within seven (7) days of such notice or publication, the ~~animal services manager~~director of animal services may order the abatement of the public nuisance by one of the following means:

(~~1~~a) Impoundment of the animal(s) that is the source of the continuing public nuisance and the adoption of the animal(s) as provided in this chapter, except that the owner, his agents or representatives, or family members may not adopt the animal(s) adjudged a continuing public nuisance;

(b~~2~~) Impoundment and humane destruction of the animal(s) that is the source of the continuing public nuisance; or

(c~~3~~) Exclusion from the city limits of Lubbock an animal(s) determined to be a continuing public nuisance.

(~~e~~5) An owner or person in control of the animal(s), not later than seven (7) days after the date such person is notified that an animal is a continuing public nuisance, may appeal the determination of the ~~animal services manager~~director of animal services to the permit and appeals board. Upon receiving an appeal, the permit and appeals board shall hold a hearing at a time and place of their designation. Based upon the recorded evidence of such hearing, the permit and appeals board shall make a final finding.

(6~~f~~) The owner or person in control of the animal(s) determined to be a continuing public nuisance shall remove such animal(s) from the city within forty-eight (48) hours of an unsuccessful appeal. The failure to remove such animal(s) shall be an offense and each day thereafter that such person fails to remove such animal(s) shall constitute a separate offense. If the owner or person in control of such animal(s) fails to remove such animal(s) as provided for by the order of the ~~animal services manager~~director of animal services or the court, such animal(s) may be impounded and put up for adoption in accordance with subsection (d) of this section or humanely destroyed.

(7~~g~~) The owner or person in control of such animal(s) must report the disposition and exact address or relocation of such animal(s) to the ~~animal services manager~~director of animal services in writing within ten (10) days after the expiration date for removal of such animal(s) from the city. Each day thereafter that such information is not provided shall constitute a separate offense.

(8~~h~~) The ~~animal services manager~~director of animal services shall be authorized, after due process, to obtain a search and seizure warrant for the purposes of enforcing this section.

Secs. 4.02.~~010~~009–4.02.040 Reserved

Division 2. Fees and Additional Services

Sec. 4.02.041 Fees for registrations, permits, impoundment, and adoption

(1~~a~~) The cost of registrations and permits shall be set by the current fiscal budget of the City of Lubbock. If no fee is established by budget ordinance, the following minimum fees will apply~~as follows and from this date on will be reviewed and revised, if necessary, pursuant to section 1.03.004 of the City of Lubbock's Code of Ordinances~~:

(a~~1~~) Dog and cat registration, annual: Five Dollars ($5.00). This fee shall be waived if the owner of the animal is eligible for Social Security ~~eligible disabled~~, has special needs, sixty-five (65) years of age or older, or provides proof of receiving financial assistance from the government due to the owner being considered low-income. This fee shall also be waived for animals that are used by law enforcement agencies and for assistance animals.

(b~~2~~) Dangerous animal permit: One Hundred Dollars ($100.00).

(c~~3~~) Dangerous wild animal permit, annual: One Hundred Dollars ($100.00).

(d~~4~~) Euthanasia fee for city residents: Ten Dollars ($10.00). This fee for city residents shall be waived if the owner of the animal is eligible for Social Security ~~eligible,, disabled~~has special needs, sixty-five (65) years of age, or older or provides proof of receiving financial assistance from the government due to the owner being considered low-income. This fee shall also be waived for animals that are used by law enforcement agencies and for assistance animals.

(e~~5~~) Euthanasia fee for non-city residents: Twenty Dollars ($20.00).

(f~~6~~) Animal establishment, pet shop, or animal dealer permit, annual: One Hundred Dollars ($100.00).

(g~~7~~) Pet grooming facility permit: Thirty-five Dollars ($35.00).

(h~~8~~) Multi-pet permit application fee: ~~No charge~~ Twenty-five Dollars ($25.00).

(i~~9~~) Wildlife educational center permit, annual: No charge.

(j~~10~~) Duplicate registration: Two Dollars ($2.00).

(2b) The cost of reclaiming animals from the city animal services facility shall be set by the current fiscal budget of the City of Lubbock. If no fee is established by budget ordinance, the following minimum fees will apply:as follows:

(1a) Impoundment (per animal): Fifty Dollars ($50.00). This fee will be waived two (2) times in a 12 month rolling period if the impounded animal is sterilized, has a current rabies vaccination certificate, and is identified by some means of traceable identification.

(b2) Boarding fee (daily for all or part of any one day): Seven Dollars ($7.00).

(c3) Microchipping fee: Ten Dollars ($10.00).

(d4) Rabies vaccination fee: Ten Dollars ($10.00).

(e5) Rabies quarantine fee (includes boarding fee, veterinarian health check, rabies vaccination, testing fees, tag and microchip): One Hundred Dollars ($100.00).

(f6) Small animals (sheep, goats, etc.):

(Ai) Capture and impoundment, per head: Twenty-five Dollars ($25.00).

(iiB) Boarding, per head per day: Seven Dollars ($7.00).

(g7) Large animals (cattle, horses, etc.):

(iA) Capture and impoundment, per head: Forty-five Dollars ($45.00).

(Bii) Boarding fee, per head per day: Fifteen Dollars ($15.00).

(3e) The cost of adopting an animal from the city animal services facility shall be- set by the current fiscal budget of the City of Lubbock. If no fee is established by budget ordinance, the following minimum fees will applyas follows:

(1a) Dogs, cats, ferrets, reptiles, birds and others: Sixty Dollars ($60.00).

(d4) The cost of releasing animals to animal services by agencies or individuals residing outside of Lubbock city limits shall be as follows:

(1a) Non-resident release fee: Twenty Dollars ($20.00).

(5e) The health director or animal services managerdirector of animal services shall have the authority to refund, reduce, or waive fees under this chapter, if, in his determination, that such refund, reduction or waiver of fees is in the public

interest of the City of Lubbock. Any refund or waiver of fees shall be documented. The ~~animal services manager~~director of animal services shall have the authority to waive or reduce such fees in cases of special pet adoption promotions.

(6~~f~~) Citations may be issued for failure to pay applicable fees.

Sec. 4.02.042 Animal assistance program

(~~a~~1) Identification fees established in this chapter shall be used for the purpose of sterilizing dogs and cats in accordance with this section, to promote the sterilization program, other medical assistance as needed, and for administrative costs related to the animal assistance program.

(2~~b~~) The department shall use the animal assistance program to establish and implement an animal population control program pursuant to this statute. The purpose of this program shall be to reduce the population of unwanted and stray dogs and cats by encouraging the owners of dogs and cats to have them sterilized, thereby reducing potential threats to public health and safety.

(3~~c~~) Any resident of the City of Lubbock, who owns a dog or cat and who is eligible to receive any type of financial assistance from the government due to the owner's lack of income may participate. The City reserves the right to limit the number of certificates issued to a person or family.

(4~~d~~) The ~~animal services manager~~director of animal services, with permission from the ~~public health director~~city manager or his designee, may allow members of the general public to participate in this program for limited times or for special promotions. The program's first priority shall always be to assist low-income pet owners.

(5~~e~~) It shall be a violation of this section for any person to knowingly falsify proof of eligibility for, or participate in, any program under this chapter, or to furnish any licensed veterinarian with inaccurate information concerning the ownership of an animal submitted for a sterilization procedure, or to furnish the city enforcement agent with false information concerning an animal sterilization fee schedule or an animal sterilization certificate submitted pursuant to this section, or to otherwise violate any provision of this section.

(6~~f~~) The ~~animal services manager~~director of animal services, with the approval of the ~~public health director~~city manager or his designee, shall adopt rules relative to the format and content of all forms required under this chapter, proof of eligibility, administration of the program, and any other matter necessary for the administration of this program.

Sec. 4.02.043 Veterinarian participation

(1~~a~~) ~~Any veterinarian~~ Veterinarians licensed in this state, who participate in the issuance of city registration and identification tags, may participate in ~~any programs~~the animal assistance program established under this chapter or by animal services. Only chemical or surgical procedures approved by the American Veterinary Medical Association may be employed for sterilization.

(2~~b~~) Veterinarians who choose to participate in ~~any~~ the animal assistance program shall, at a minimum, sterilize, ~~and~~ provide an antirabies vaccination, registration and identification tag for each animal. The city shall reimburse participating veterinarians in accordance with reimbursement rates stated on the preapproved animal assistance certificate, to the extent funds are available, for each rabies vaccination and animal sterilization procedure performed. To receive this reimbursement, the veterinarian shall submit an animal sterilization certificate which shall be signed by the veterinarian and the owner of the animal and any other documentation deemed necessary by the ~~animal services manager~~director of animal services in accordance with this chapter.

(3~~c~~) Any veterinarian licensed in this state may participate in all other programs established under this chapter or by animal services. Only chemical or surgical procedures approved by the American Veterinary Medical Association may be employed for sterilization.

(4~~d~~) Veterinarians who choose to participate in all other programs shall, at a minimum, sterilize and provide an antirabies vaccination for each animal. The city shall reimburse participating veterinarians, to the extent funds are available, for each rabies vaccination and animal sterilization procedure performed. To receive this reimbursement, the veterinarian shall submit an animal sterilization certificate which shall be signed by the veterinarian and the owner of the animal and any other documentation deemed necessary by the director of animal services in accordance with this chapter.

Sec. 4.02.044 Veterinarians required to report

It shall be the duty of every licensed veterinarian to report to the animal services department their diagnosis of any animal observed as a rabies suspect. Any licensed veterinarian who diagnoses, examines, or treats any animal diagnosed to have, or suspected to have, anthrax, avian influenza, brucellosis, campylobacteriosis, Escherichia coli 0157:H7, hantavirus, Lyme disease, monkeypox, plague, Q-fever, rabies, Rocky Mountain spotted fever, salmonellosis, tularemia, West Nile or any other zoonotic encephalitis, or other unusual zoonotic diseases transmissible to humans, shall immediately report their findings to the ~~City of Lubbock health department's~~ health director or City of Lubbock Health Department surveillance manager.

ARTICLE 4.03 RABIES AND ZOONOSIS CONTROL

Sec. 4.03.001 State regulations adopted

The City of Lubbock hereby adopts by reference the Texas State Rabies Control Act, as amended, and the standards established by the appropriate state agency or rulemaking board as minimum standards for rabies control and quarantine provisions within the City of Lubbock. In addition

thereto, all of the rabies control provisions of this chapter, which are adopted pursuant to the Texas Health and Safety Code, shall have application in the City of Lubbock.

Sec. 4.03.002 Report of bite cases

(1~~a~~) It shall be the duty of every physician or other practitioner to report to the animal services department the names and addresses of persons treated for bites inflicted by a mammal, together with such other information as will be helpful in rabies control.

(2~~b~~) It shall be the duty of every person owning or having custody of a mammal, which has bitten a human being, to report the same to the animal services department.

Sec. 4.03.003 Quarantine

(1~~a~~) A person commits an offense if the person fails or refuses to quarantine or present for quarantine or testing an animal that is suspected of being involved in a bite. All suspected bit animals must be quarantined in a manner and location approved by the director of animal services. A person may be issued a citation for noncompliance or violating this provision each day such violation is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder. The ~~animal services manager~~director of animal services shall be authorized to obtain a search and seizure warrant if there is reason to believe any requirement of this section is violated.

(2~~b~~) Should a potential outbreak of rabies within the city be suspected and the danger to the public safety from rabid animals be reasonably imminent, the ~~health director~~director of animal services is hereby authorized to issue a quarantine proclamation, ordering persons owning, keeping, or harboring dogs, cats or other mammals to muzzle the same or confine them for such time as may be specified in such quarantine proclamation. Upon the publication of such proclamation by local newspapers, persons owning or harboring such animals shall confine them to premises unless they are effectively muzzled and under the control of an adult person by leash, cord, chain, or rope. Animals found at large in violation of this subsection may be destroyed by an officer of the city if such officer is unable with reasonable effort to apprehend such animals for impoundment.

Sec. 4.03.004 ~~Identification/registration tag and/or microchip required~~Registration and traceable identification required

(1~~a~~) It is a violation of this chapter if any person owning, keeping, harboring or having custody of a dog or cat over the age of four (4) months within the City of Lubbock does not register such animal as provided herein. Police dogs or assistance animals shall be exempt from the ~~identification/~~registration and

identification tag fee; however, they must be in compliance with all other provisions of this chapter. This section does not apply to animals temporarily within the city for a period not to exceed fourteen (14) days.

(2~~b~~) The ~~animal services manager~~director of animal services is hereby authorized to appoint issuing agents as his deputies for the limited purpose of issuing pet animal ~~identification/~~registration and identification tags. Identification~~/registration~~ tags shall be on ~~forms and~~ tags furnished by the ~~animal services manager~~director of animal services and shall be issued subject to the provisions of this chapter and any other rules, regulations or ordinances relating to the issuance of such tags.

(3~~c~~) An issuing agent may not issue an animal ~~identification/~~registration and identification tag [for a dog or cat] that is not currently vaccinated against rabies.

(4~~d~~) Each issuing agent shall ~~report~~ record and maintain access to the unique ~~identification/~~registration and identification tag number issued. The issuing agent shall ~~to the animal services manager within thirty (30) days and shall~~ remit all ~~identification/~~registration and identification tag fees ~~and information~~ collected at least once monthly.

(5~~e~~) All dogs and cats four (4) months of age or older must wear traceable identification.

(6~~f~~) Any owner who fails to obtain a current city animal registration shall be deemed guilty of a misdemeanor.

(7~~g~~) No person may use a city ~~identification/~~registration and identification tag or rabies certificate on an animal other than for which it was issued.

(8~~h~~) ~~Identification/r~~Registration and identification tags must be renewed annually. No refunds shall be made on any city ~~identification/~~registration and identification tag fee. A duplicate ~~identification/~~registration and identification tag may be obtained upon payment of the fee established by this chapter.

(9~~i~~) Rabies vaccination certificates will be valid for either one (1) year or three (3) years from the date of vaccination as determined by the type of vaccine administered by the veterinarian.

Sec. 4.03.005 Confidentiality of certain information in dog and cat registry

The city shall comply with all state laws regarding the confidentiality of information in the dog
and cat registry.

Sec. 4.03.006 Rabies clinics

The city enforcement agent may sponsor rabies vaccination clinics. In response to a rabies outbreak or some other public health threat, the ~~animal services manager~~director of animal services or ~~public health director~~city manager or his designee may authorize rabies vaccination clinics in the interest of protecting public health. Rabies clinics shall be offered only if all veterinarians in the city are notified and given an opportunity to participate. In the event that no veterinarian desires to participate in a clinic in an area of the city where the ~~animal services manager~~director of animal services deems it to be in the public interest to conduct such a clinic, then the city may sponsor such a clinic.

ARTICLE 4.04 CARE AND TREATMENT

Sec. 4.04.001 Inhumane treatment of animals

(3~~a~~) The city enforcement agent shall utilize the authority granted by federal, state and local laws to lawfully seize and impound any animal if the investigating city enforcement agent or police officer has reason to believe that an animal has been or is being cruelly treated, pending a hearing before any justice of the peace or any municipal court judge on the issues of cruelty and disposition of the animal. Seizure of the subject animal prior to receiving a warrant is hereby authorized if such a delay endangers the life or well-being of the animal, or if it would unreasonably prolong the suffering of the animal needing immediate attention.

(2~~b~~) Animals shall be cared for, treated, maintained, and transported in a humane manner and not in violation of any provision of law, including federal, state, and local laws, ordinances, and administrative rules.

(1~~c~~) In addition, a person commits an offense if:

(~~1~~a) A person other than a licensed veterinarian docks an animal's tail or removes dew claws of a puppy over five (5) days of age, or crops an animal's ears of any age;

(b~~2~~) A person physically removes from its mother by selling, giving away, delivering, trading, or bartering any dog, cat, ferret, or rabbit less than six (6) weeks old or any other animal that is not yet weaned, except as advised by a licensed veterinarian;

(c~~3~~) A person dyes or colors chicks, ducks or rabbits;

(d~~4~~) A person sells, gives away, delivers, trades or barters chickens or ducks for the purposes of prizes or other satisfaction for participating in a carnival, circus, amusement or any and all other types of game;

(e~~5~~) A person abandons or dumps any animal;

(f~~6~~) A person who is in control of a motor vehicle that strikes a domestic animal fails to report the accident to the city animal services facility as soon as possible;

(g~~7~~) A person overdrives, overloads, drives when overloaded, or overworks any animal;

(h~~8~~) A person tortures, cruelly beats, mutilates, clubs, shoots or attempts to shoot with any air rifle, bow and arrow, slingshot, or firearm, or by any other means needlessly kills or injures any animal, wild or owned, within the limits of the city;

(i~~9~~) A person carries or transports an animal in any vehicle or conveyance in a cruel, inhumane, or unsafe manner or fails to effectively restrain such animal so as to prevent the animal from leaving or being accidentally thrown from the vehicle during normal operation of the vehicle or fails to restrain the animal so as to prevent infliction of bodily harm to passersby;

(j~~10~~) A person forces, allows, or permits any animal to remain in its own filth;

(k~~11~~) A person keeps, shelters, or harbors any animal having a potentially life-threatening infestation of ticks, fleas, or other parasites, any other obvious life-threatening illness, or injury, or any other communicable illness transmissible to animal or human, without having sought and obtained proper treatment from a licensed veterinarian for such infestation or illness;

(l~~12~~) A person causes an animal to fight another animal or person;

(m~~13~~) A person fails to provide, at all times, his animal with adequate wholesome food and potable water, proper shelter and protection from inclement weather, and veterinary care when needed to prevent suffering;

(n~~14~~) A person, firm or corporation shall raise or kill a dog or cat for the skin or fur;

(o~~15~~) A person, firm or corporation shall mutilate any animal, whether such animal is dead or alive (medical or veterinary medical research, medical or veterinary medical necropsy, and biology class use of animals shall not be considered mutilation);

(p~~16~~) A person, firm or corporation attaches a collar or harness to an animal that is of an inadequate size so that it restricts the animal's growth or causes damage to the animal's skin;

(q~~17~~) A person shall engage or allow another to engage in any sexual act with an animal;

(r~~18~~) A person allows a stray animal to remain on their property without notifying the city animal services facility of such fact within twenty-four (24) hours;

(s~~19~~) A person who owns or is in control of an animal permits such animal to be at large within the City of Lubbock;

(t~~20~~) A person breeds or causes to be bred any animal within the public view;

(u~~21~~) A person creates, maintains, permits or causes a public nuisance, as defined in this chapter; or

(v~~22~~) A person owns, keeps, harbors, or possesses horses, cattle, or other livestock in any manner that is a violation of this chapter.

~~(23) A person creates, maintains, permits, or causes a public nuisance, as defined in this chapter.~~

(4~~d~~) This section shall not be interpreted to restrict the extermination of rats, mice, insects, other vermin, or any such animal deemed a nuisance by state law, through the use of traps, poisons, or other commercially available means when used in accordance with the manufacturer's directions as long as reasonable precautions are taken to ensure that no human, pet, or wild animal, other than the targeted species, comes into contact with the traps, poisons, or other means and that such use does not violate any other section of this chapter.

(5e) This section shall not be interpreted to restrict rodeos, 4H Clubs, or FFA Club activities and operations.

Sec. 4.04.002 Inducement

(1a) It shall be a violation of this chapter for any person to give away any live animal as a prize or as an inducement to enter any contest, game, raffle, or other competition or an inducement to enter a place of business or to offer such animal as an incentive to enter into any business agreement whereby the offer was for the purpose of attracting trade.

(2b) This section shall not be interpreted to restrict any animal from being offered for sale at auction, provided that such sale does not otherwise violate any other section of this chapter.

Sec. 4.04.003 Leaving animal unattended in vehicle

A person having charge or custody of an animal shall not place or confine such animal or allow such animal to be placed or confined in a motor vehicle or trailer under such conditions or for such a period of time as may endanger the health of the animal due to heat, lack of food or water, or such other circumstances as may cause injury or death of the animal. City enforcement agents finding an animal being held in violation of this provision may cite the owner for violating this section, obtain a search warrant pursuant to state or federal law, and/or use reasonable force to remove an animal from a vehicle whenever it appears the animal's health or safety is, or soon will be, endangered, and said neglected or endangered animal shall be impounded and held pending a hearing. It shall be the responsibility of the animal's owner to repair any damage caused by the removal of the animal from the dangerous situation by the city enforcement agent or peace officer.

Sec. 4.04.004 Tethering dogs and other animals

The City of Lubbock hereby adopts by reference the Texas Health & Safety Code, Chapter 821 (Treatment & Disposition of Animals) Subchapter D, as amended, and the standards established by the appropriate state agency or rulemaking board as minimum standards for unlawful restraint provisions within the City of Lubbock.

In addition, ~~I~~it shall be unlawful for any person to tie or tether a dog or other animal to a stationary object for a period of time or in a location so as to create an unhealthy situation for the animal or a potentially dangerous situation for a pedestrian as determined by the city enforcement agent. The terms "unhealthy situation" and "potentially dangerous situation" shall include, but not be limited to, the following:

(1) To tether any animal in such a manner as to permit the animal access upon any public right-of-way;

(2) To tether any animal in such a manner as to cause the animal injury or pain or not to permit the animal to reach shelter, food and/or water or otherwise create an unsafe or unhealthy situation;

(3) To tether any animal in such a manner as to permit the animal to leave the owner's property;

(4) To tether any animal in an area that is not properly fenced so as to prevent any person or child from entering the area occupied by said animal;

(5) To tether any pet animal in a manner whereby the animal is subject to harassment, stings or bites from outdoor insects, or attacks by other animals;

(6) To tether any pet animal with a tether that is less than ten (10) feet in length;

(7) To tether any animal with a tether that is not equipped with swivel ends;

(8) To tether any animal in such a manner that does not prevent the animal from becoming entangled with any obstruction, from partially or totally jumping any fence, or from leaving part of its owner's property;

(9) To fail to remove waste from the tethered area on a daily basis;

(10) To tether any animal without using a properly fitted collar or harness;

(11) To use choke-type collars to tether any animal; or

(12) To use a tether that weighs more than one-fifth (1/5) of the animal's body weight.

~~(13) Any other act of tethering that is not in compliance with the Texas Administrative Code (TAC) Chapter 821, Subchapter D, Unlawful Restraint of Dog, Section 821.076 and 821.077.~~

Sec. 4.04.005 Placement and baiting of animal traps

(~~a~~1) It shall be unlawful for any person to place or place and bait or to permit the placing or placing and baiting of any trap designed for trapping animals in any highway, street, alley or other public place within the corporate limits of the city unless specific permission by animal services has been granted. However, nothing in this chapter shall prohibit a city enforcement agent from placing such traps on public or private property as may be necessary to capture animals running at large.

(2~~b~~) It shall be unlawful for any person to remove, alter, damage, or otherwise tamper with a trap or equipment belonging to or set out by the city enforcement agent.

(3e) Residents of Lubbock wishing to trap unwanted animals on personal private property may do so with the use of humane cage traps. Traps may be obtained from animal services. Any trapping program must have prior written approval of the land manager or owner, and written notification of activities to Lubbock Animal Services.

(4d) Any traps mentioned in this section found upon public property are hereby declared to be abandoned traps, and any city enforcement officer is hereby authorized and directed to impound any such trap and process the same as abandoned property in accordance with the applicable provisions of this code.

(5e) It shall be unlawful for any person to place or place and bait or to permit the placing or placing and baiting of any steel-jawed trap (commonly known as a bear trap, wolf trap, leg hold trap, or coyote trap) within the corporate limits of the city.

(6f) No person shall place any substance or article that has in any manner been treated with any poisonous substance in any place accessible to human beings, birds, dogs, cats or other animals with the intent to kill or harm animals. This shall include antifreeze purposely left exposed to poison animals. This subsection, however, does not preclude the use of commercially sold poisons when applied in accordance with the manufacturer's directions for such use, in that person's residence, accessory structure or commercial establishment, provided that such use does not violate any other section of this chapter.

ARTICLE 4.05 ANIMAL ESTABLISHMENTS

Sec. 4.05.001 Standards

All animal establishments within the city shall be constructed and operate in conformance to the General Design Standards, Specifications, and Operating Procedures for Animal Establishments promulgated by the City of Lubbock Health Board, which rules are adopted hereby and made a part of this chapter by reference. A copy of such rules shall be placed on file with the city secretary and a copy shall be maintained by the ~~city~~ health department, which copies shall be made available for inspection by members of the public during the normal business hours of the offices in which they are maintained. In the event of a conflict between such rules and an ordinance of the City of Lubbock or state law, then the ordinance or state law shall prevail over the rules.

Sec. 4.05.002 Animal exhibitions

(1a) All animal exhibitions shall, in addition to other requirements of this chapter, comply with the minimum standards of this section. All of the exhibition's facilities shall be subject to inspection by the city enforcement agent upon his request during reasonable hours.

(2b) The presenter of the animal exhibition must contact Lubbock Animal Services at least seven (7) days before the performance or display and provide dates, times, and exact location of each performance or display.

(3c) It shall be a violation for any person who owns, manages, or represents an animal exhibition that requires a permit or registration to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter. All animal exhibitions must be in compliance with all applicable state and federal regulations.

Sec. 4.05.003 Wildlife educational centers

(a1) All wildlife educational centers, as defined herein, shall be exempt from city regulations so long as they comply with minimum federal and state regulations.

(2b) It shall be a violation for any wildlife educational center to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection during the establishment's regular business hours or at any other reasonable hour for the purpose of ascertaining compliance with the provisions of this chapter.

(3c) Failure to meet these standards or violating this chapter in any other way shall be grounds for the issuance of a citation subjecting the owner to penalties provided in this chapter.

Sec. 4.05.004 Permit for animal establishments and animal dealers

(a1) All animal establishments and animal dealers, as defined herein, shall, in addition to the other requirements of this chapter, comply with the minimum standards of this section. Persons wishing to operate an animal establishment or to become an animal dealer within the City of Lubbock must apply in writing to the ~~animal services manager~~director of animal services who will issue a permit if all of the state and federal requirements are met.

(2b) It shall be a violation for any business or person to sell, offer for sale, give away, offer to give away, or otherwise transfer ownership of any animal without first obtaining an animal establishment or animal dealer permit, unless such activity is authorized by some other section of this chapter.

(3c) It shall be a violation for any animal establishment or animal dealer to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection during the establishment's regular business hours or at any other reasonable hour

for the purpose of ascertaining compliance with the provisions of this chapter.

(4~~d~~) Failure to meet these standards, or violating this chapter in any other way, shall be grounds for the issuance of a citation subjecting the owner to penalties provided in this chapter, and/or revocation of the owner's animal establishment or animal dealer permit at the ~~animal services manager~~director of animal services~~'s~~ discretion.

Sec. 4.05.005 Display of commercial permits required

(1~~a~~) All commercial establishments, as defined herein, shall at all times prominently display, in a public area, a copy of their current permit(s).

(2~~b~~) It shall be a violation for any person who owns, harbors, or possesses an animal that requires a permit, or for any holder of a special use permit, to refuse, upon request by the

department, to make his/her animal(s), premises, facilities, equipment, and any necessary registration(s) or permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.

ARTICLE 4.06 DANGEROUS ANIMALS

Sec. 4.06.001 Complaint about dangerous animal

(~~a~~1) Upon receipt of a written complaint by any person, animal services officer, or other law enforcement officer charging that a particular animal is a dangerous animal, the ~~public health director~~director of animal services or his designee shall conduct a hearing to determine whether such animal is dangerous unless the matter is resolved by agreement of all parties prior to such hearing. Such written complaints shall contain at least the following information:

(~~1~~a) Name, address and telephone number of complainants and witnesses;

(b~~2~~) A brief description of the incident or incidents which cause the complainant to believe such animal is a dangerous animal, including date, time and location;

(c~~3~~) A description of the animal and the name, address and telephone number of the owner of the animal, if known; and

(d4) Any other facts that the complainant believes to be important.

(~~b~~2) Such hearing to determine if an animal is a dangerous animal shall be conducted within twenty (20) days after receipt of the complaint, impoundment, or seizure of the animal, whichever occurs later. Any animal awaiting such hearing which was impounded for being at large, was at large when the incident that causes the dangerous animal complaint to be filed occurred, or which has bitten or scratched any other person or animal shall be boarded at the owner's expense at the animal services facility or any other state-approved quarantine facility pending the outcome of the hearing and determination of whether such animal is a dangerous animal.

(3~~c~~) If the animal is quarantined at a facility other than the animal services facility, the facility shall be found to be in violation of this chapter if the animal is released to any person, lost, stolen, or otherwise not able to be accounted for unless the quarantine facility first obtains written permission from the ~~animal services manager~~director of animal services to release the animal.

(4~~d~~) Notice of such hearing shall be provided by the ~~public health director~~director of animal services or his designee to the owner of the animal by certified mail, return receipt requested, and to the complainant by regular mail. At such hearing all

parties shall be given opportunity to present evidence on the issue of whether such animal is dangerous.

(5e) Upon conclusion of a hearing to determine if an animal is a dangerous animal, the ~~public health director~~director of animal services or his designee may find that the animal is not dangerous, in which case it shall be promptly returned to its owner's custody after all impound and board fees have been paid, or the ~~public health director~~director of animal services or his designee may find that the animal is a dangerous animal and order that the owner comply with one or more of the following requirements:

(~~1~~a) Removal of the dangerous animal from within the city limits, in which case, the owner must provide, in writing, the destination address of where the animal is to reside and proof that the owner has alerted the agency responsible for animal services in that area to the ~~animal services manager~~director of animal services prior to the animal being released from the animal services facility; or

(b~~2~~) Humane euthanasia of the dangerous animal; or

(c~~3~~) Registration and compliance with all of the following requirements of this subsection, at the owner's expense, before the animal is released from the animal services facility or other state-approved quarantine facility:

(~~A~~i) Obtaining liability insurance coverage or showing financial responsibility in an amount of at least two hundred and fifty thousand dollars ($250,000.00) to cover damages resulting from an attack by the dangerous animal causing bodily injury to a person or for damages to any person's property resulting from the keeping of such dangerous animal. A certificate of insurance or other evidence of meeting the above requirements shall be annually filed with the city enforcement agent;

(~~B~~ii) Registering with the City of Lubbock by providing the name and address of the owner; the breed, age, sex, color and any other identifying marks of the animal; the location where the animal is to be kept if it is not at the address of the owner; and two (2) color photographs that clearly identify the dangerous animal;

(iii~~C~~) Having the animal sterilized;

(iv~~D~~) Constructing a cage, pen or enclosure for the dangerous animal that has secure sides, a secure top attached to the sides, and a secure bottom which is either attached to the sides or else the sides of the structure must be embedded in the ground no less than two (2) feet. The pen or enclosure must be completely encircled by a

fence constructed in such a manner as to prevent a person or child from being able to reach the animal's pen or enclosure;

(v~~E~~) Not allowing the animal to go outside of its cage, pen or enclosure unless the animal is under physical restraint. No person shall permit a dangerous animal to be kept outside of its cage, pen or enclosure on a chain, rope or other type of leash unless a person is in physical control of the chain, rope or leash and the person is of competent strength to control the animal at all times. Dangerous animals shall not be leashed to inanimate objects, such as trees, posts, buildings, etc. All dangerous animals outside their cage, pen or enclosure must be securely fitted with a muzzle that will not cause injury to the animal nor interfere with its vision or respiration but shall prevent the animal from biting other animals or human beings;

(vi~~F~~) Posting signs giving notice of a dangerous animal in the area or on the premises in which such animal is confined. Such signs shall be conspicuously posted at both the front and rear property entrances and shall bear letters not less than two (2) inches high, stating "DANGEROUS ANIMAL ON PREMISES." Such signs shall also display a symbol, that is understandable by small children, that warns of the presence of a dangerous animal;

(vii~~G~~) Providing the animal with a fluorescent yellow collar visible at fifty (50) feet in normal daylight and attaching a fluorescent orange tag provided by the animal services division to the collar that is worn at all times so that the animal can be easily identified;

(viii~~H~~) Implanting a microchip into the animal and registering it for life with the city's animal services division and a recognized national registry; and

(ix~~I~~) Paying the appropriate dangerous animal permit fee annually. Permits will expire on December 31 of each year and shall be renewed at least 30 days prior to expiration.

(6~~f~~) Any animal that is deemed a dangerous animal that was not previously impounded or otherwise in possession of the animal services facility or any other state-approved quarantine facility shall immediately be impounded and boarded at the owner's expense until such time as the owner complies with all of the required conditions as set forth by the administrator's ruling. The animal shall be held at the owner's expense pending the outcome of any appeals. It shall be a violation of this section for the owner to refuse to turn the animal over as required, and, for the purposes of enforcement; each day for each animal in question shall be considered a separate offense.

(7~~g~~) The owner shall have fifteen (15) days from the declaration of the animal as dangerous to comply with all of the required conditions as set forth by this chapter. If the owner fails to meet all of the requirements, the animal may be humanely euthanized on the sixteenth (16th) day by the city enforcement agent or a licensed veterinarian.

(8~~h~~) In the event that a registered dangerous animal escapes its cage, pen or enclosure or attacks a human being or another animal, the owner of the dangerous animal shall immediately notify the animal services division. For the purposes of this chapter, "immediately" shall mean within thirty (30) minutes of the owner becoming aware of the escape or attack.

(9~~i~~) In the event that a registered dangerous animal dies, the owner must present the body of the animal to the city enforcement agent or a licensed veterinarian for verification by microchip identification before disposal of its body.

(10~~j~~) Prior to transferring ownership in any way or moving a registered dangerous animal, either inside or outside the city limits, the owner must obtain, in writing, permission from the ~~animal services manager~~director of animal services to transfer ownership or move the animal. If ownership of the animal is being transferred, the new owner will be required to comply with all provisions of this chapter before the animal can be moved from the previous owner's custody. If the animal is being moved from the city limits, the owner must provide, in writing to the ~~animal services manager~~director of animal services, the destination address of where the animal is to be moved to and proof that the owner has alerted the agency responsible for animal services in that area.

(11~~(k~~) In the event that any owner of an animal declared to be dangerous violates any order of the ~~public health director~~director of animal services, the animal may be immediately seized and impounded by the city enforcement agent. In addition, the animal shall be seized immediately if the animal bites, injures, or attacks a human being or another animal. Any animal already declared to be dangerous which is impounded due to any violation of this chapter or seized for causing injury to a human being or another animal shall immediately become the property of the City of Lubbock and shall not continue to be a registered dangerous animal.

(~~l~~12) If the dangerous animal makes an unprovoked attack on a person or another animal outside the animal's enclosure and causes bodily injury to the person or other animal, the owner of the dangerous animal will be guilty of a Class C misdemeanor, unless the attack causes serious bodily injury or death, in which event the offense is a Class A misdemeanor.

(13~~m~~) If an owner of a dangerous animal is found guilty of an offense under this section, the ~~public health director~~director of animal services or his designee may order the dangerous animal be humanely euthanized by the city enforcement agent or a

licensed veterinarian.

(14n) No animal shall be declared a dangerous animal if the threat, injury or damage caused by the animal was the result of a willful trespass upon another's property, or the person injured was tormenting, abusing or assaulting the animal or its owner, or was committing or attempting to commit a crime at the time of injury.

(15o) Orders of the public health directordirector of animal services or his designee pertaining to dangerous animals may be appealed to the City of Lubbock permit and license appeal board by filing a written notice of appeal within five (5) days with the city manager's office. During the pendency of such appeal, the order of the public health director shall be suspended, and the animal shall remain impounded at the owner's expense at the animal services facility or other state-approved quarantine facility for observation. Decisions of the permit and license appeal board shall be final.

(16p) It shall be a violation for any owner of a permitted dangerous animal to refuse, upon request by the department, to make his/her animal(s), premises, facilities, equipment, and any necessary permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.

(17q) The owner of an animal that has been determined to be dangerous by another jurisdiction is prohibited from bringing such animal into the city limits.

(18r) The animal services managerdirector of animal services shall be authorized to obtain a search and seizure warrant if there is reason to believe any requirements of this section are being violated.

Sec. 4.06.002 Keeping dangerous wild animals

(a1) It shall be unlawful to keep any wild animal within the corporate city limits of Lubbock, with the following exceptions:

(1a) If a person and his or her facility housing such dangerous wild animal(s) has complied with all applicable federal, state, and local laws and regulations, including, but not limited to, the acquisition and retention of all applicable permits, prior to final adoption of this chapter, said person may retain dangerous wild animals(s) in the above-described facility in compliance with all federal, state and local laws, including, but not limited to, chapter 822 of the Texas Health and Safety Code, as amended;

(b2) A governmental agency or entity acting in an official capacity;

(c3) A government-operated zoological park;

(d)4) A permitted wildlife educational center, animal exhibitions with valid state

or federal permits; or

(f5)A holder of an animal dealer or animal establishment with a wild animal permit. The possessor of the dangerous wild animal shall have all applicable state and/or federal permits to possess the species in question.

(2b) Animal establishments or animal dealers with dangerous wild animals permit holders shall make written application to the ~~animal services manager~~director of animal services to permanently keep each dangerous wild animal in their possession. The application must include the species and location of the animal, at least two pictures that clearly identify the animal, and proof that the center or person is in possession of the necessary state and/or federal permit(s) to possess such species.

Sec. 4.06.003 Sale of dangerous wild animals

(a1) It shall be a violation for any person to sell, offer to sell, give away, offer to give away, or otherwise transfer or attempt to transfer ownership of a dangerous wild animal, unless specifically allowed by some other provision of this chapter. Any person who finds a dangerous wild animal that is at large must immediately notify the city enforcement agent. This section shall not be interpreted to restrict a person from giving ill, injured, or orphaned wildlife to a state and/or federally licensed wildlife rehabilitator or to a permitted wildlife educational center.

(2b) For the purposes of this chapter, the ~~animal services manager~~director of animal services shall make the determination of whether any animal in question is a pet animal, a wild animal, or a dangerous wild animal. In addition, for the purposes of this chapter, "immediately" shall mean within thirty (30) minutes of the person finding that a wild animal or dangerous wild animal is at large.

ARTICLE 4.07 LIVESTOCK AND OTHER ANIMALS

Sec. 4.07.001 Keeping of other animals; nuisance conditions

(a1) No person shall engage in keeping livestock within the corporate limits of the city, except in conformance with and only to the extent so permitted by the zoning ordinances of the city.

(2b) The keeping or causing to be kept any livestock, chickens, geese, ducks, guineas, pigeons, rabbits or any other such animals in those areas appropriately permitted by the zoning ordinances of the city in pens or enclosed areas in such a manner as to become offensive to other persons living nearby is hereby declared to be a nuisance.

(3c) It shall be unlawful for any person to park or leave standing any truck, trailer, or

other vehicle that has been used for the hauling of livestock, animals or fowl in a residential area of the City of Lubbock when notified by a city enforcement officer that such vehicle is creating a nuisance due to odors, gases or fumes. Upon such notification, the owner, operator, driver or other person responsible for such vehicle shall move such vehicle to a location outside of any residential area of the city.

(4~~d~~) All manure and other excrement shall be disposed of in such a manner as to prevent it from becoming offensive to other persons living nearby. It shall be unlawful for any person to transport slop, garbage or other refuse over any alley, street or highway within the corporate limits of the city for the purpose of feeding hogs or swine within the city.

Sec. 4.07.002 Keeping of hogs or swine

(~~a~~1) It shall be unlawful for any person other than a veterinarian to keep any live hog within the city limits, except in the hereinafter-named locations, for a longer period than twenty-four (24) hours.

(2~~b~~) The following locations are authorized for the keeping of hogs or swine:

(~~1~~a) The campus and grounds of Texas Tech University, Lubbock Christian University and the Monterey High School Ag Farm.

(b~~2~~) The Panhandle South Plains Fair Grounds, when hogs are kept thereon for exhibition purposes.

(3~~c~~) All hog pens, barns, stables and other facilities shall meet the requirements of the city building code, zoning ordinance, and the general design standards, specifications, and operating procedures for animal establishments.

Sec. 4.07.003 Estrays

It shall be unlawful for any person, firm, or corporation to allow an estray(s) to be unattended upon any public street, alley, thoroughfare or upon the property of another in the corporate city limits of Lubbock. The person, firm, or corporation having ownership or right to immediate control of such estray(s) shall have the burden to keep such estray(s) off the public streets, alleys, and thoroughfares or the property of another in the city.

Sec. 4.07.004 Beekeeping

(~~a~~1) It shall be unlawful for any person to keep or allow bees, their hives, or any abandoned hives within the city limits, except honeybees may be kept if all of the following conditions are met:

(~~1~~a) All hives shall be located a minimum of thirty (30) feet from any property line and enclosed in a fenced area;

(b~~2~~) There shall be no more than four (4) hives per city lot;

(c~~3~~) There is an adequate source of water within twenty (20) feet of all hives;

(d4) All hives shall require written permission to be obtained from the majority of owners of all adjoining property;

(e~~5~~) There may be maintained one nucleus for each two (2) colonies. The nucleus shall not exceed one ten-frame hive body. Each nucleus shall be disposed of within sixty (60) days after it is acquired;

(f~~6~~) Each hive must be re-queened at least once every six months; and

(g~~7~~) The owner notifies the city enforcement agent, in writing, of the location and number of hives in his possession. The owner must also notify the city enforcement agent, in writing, each time he re-queens each hive.

(2~~b~~) It shall be a violation for any person who owns, harbors, or possesses bees to refuse, upon request by the department, to make his/her bees, premises, facilities, equipment, and any necessary permit(s) available for inspection for the purpose of ascertaining compliance with the provisions of this chapter.

Regular City Council Meeting **5. 20.**

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 2909-C. Ordinance 2013-O0001. Consider the request of CMS Properties, on behalf of S&S Commercial Properties, Ltd., for a zoning change from IHC to A-2 for apartments on 12.195 acres of unplatted land out of Block AK, Section 36, west of Justice Avenue and north of 66th Street.

Item Summary

On January 10, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone the property west of Justice Ave. and north of 66th Street to A-2, High-Density Apartment District. The request reinstates a previous case that expired. At the time of the original case, there were several tax credit apartment zone cases. Zone cases for apartments, for several months during that time period, were given zoning reversion conditions.

Proposed Land Use:
The subject property is proposed to be zoned A-2 (High-Density Apartment District.)

Adjacent Land Uses:
North: Commercial, Zoned IHC
South: Residential, Commercial, Zoned A-2 and C-3
East: Commercial, Zoned IHC
West: Commercial, Zoned IHC

Planning and Zoning Commission (P&Z) Public Hearing Notes:
No one other than the applicant appeared before the P&Z.

Impact on the Comprehensive Land Use Plan (CLUP):
The request constitutes a minor change to the CLUP. The CLUP calls for the area to be commercial. If approved, this request will allow for high-density residential development. A prior request for a zone change from IHC to A-2 was approved on April 14, 2011, with the condition that should an apartment complex not be constructed on the A-2 parcel before August 31, 2012, the zoning on that parcel will revert to IHC,Interstate Highway Commercial zoning.

There are numerous apartment tracts in the area. If fully developed, the proposed use will produce an increase in traffic, but the increased traffic should not be enough to be a detriment to the surrounding properties.

P&Z Commission Recommendation:
The P&Z recommends approval of the request.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 2909-C

Backup - Zone 2909-C

Site Plan - Zone 2909-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2909-C;** A ZONING CHANGE FROM **IHC** TO **A-2** ZONING DISTRICT ON **12.195 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 36,** 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. 2909-C

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 **12.195**

acres of unplatted land out of Block AK, Section 36, City of Lubbock, Lubbock County, Texas, located at **west of Justice Avenue and north of 66th Street.**

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/ZC2909-C
December 4, 2012

EXHIBIT 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

EXHIBIT A.

ABACUS ENGINEERING SURVEYING

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

"Count on it"

FIELD NOTES on a 12.050 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, 656.74 feet to a set 1/2" rod with stainless steel cap for the Northwest corner of this tract;

THENCE S 88°10'18" E, 799.80 feet to a set 1/2" rod with stainless steel cap for the Northeast corner of this tract;

THENCE S 01°50'28" W, 641.16 feet to a set 1/2" rod with stainless steel cap for a corner of this tract;

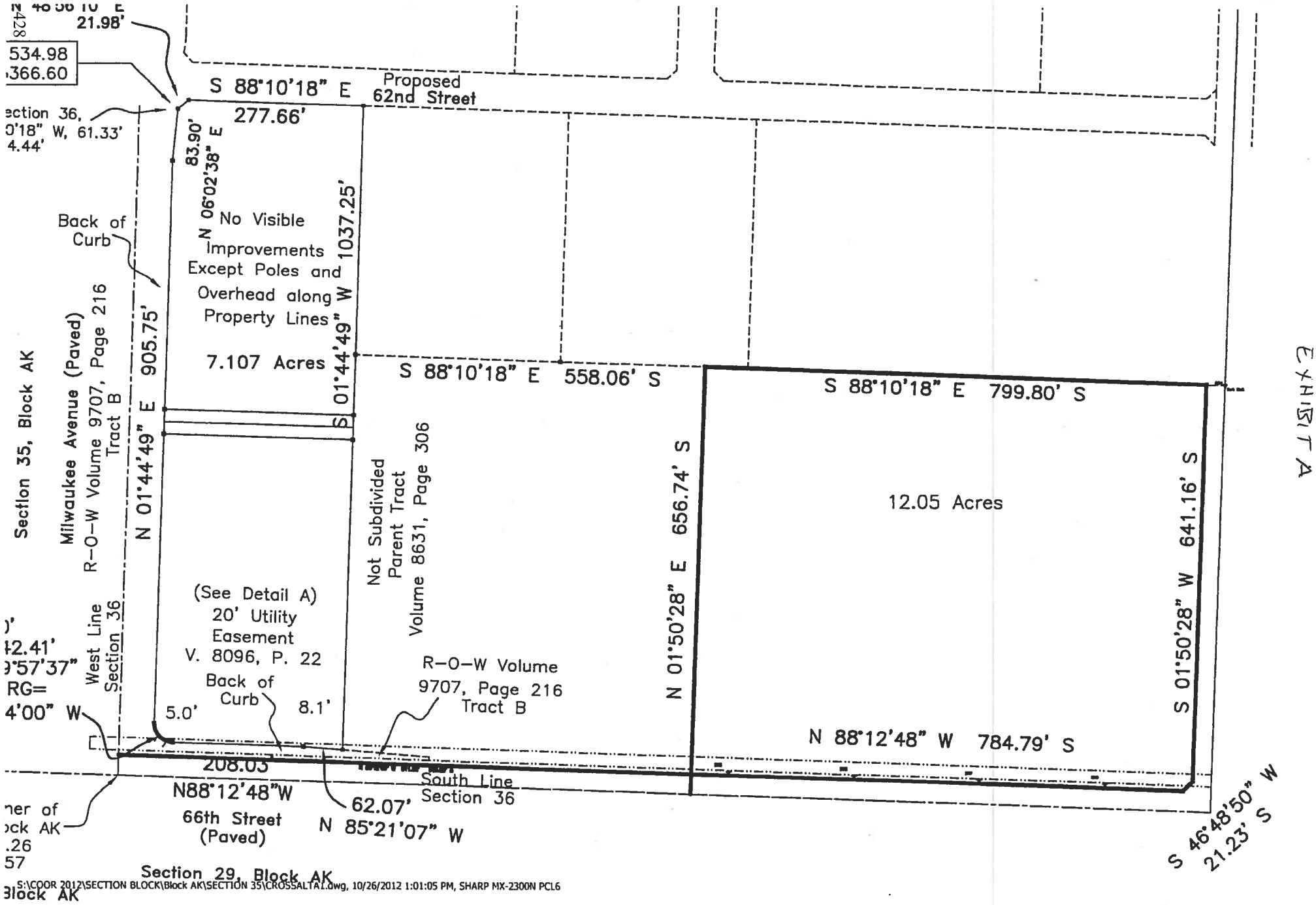
THENCE S 46°48'50" W, 21.23 feet to a set 1/2" rod with stainless steel cap for a corner of this tract;

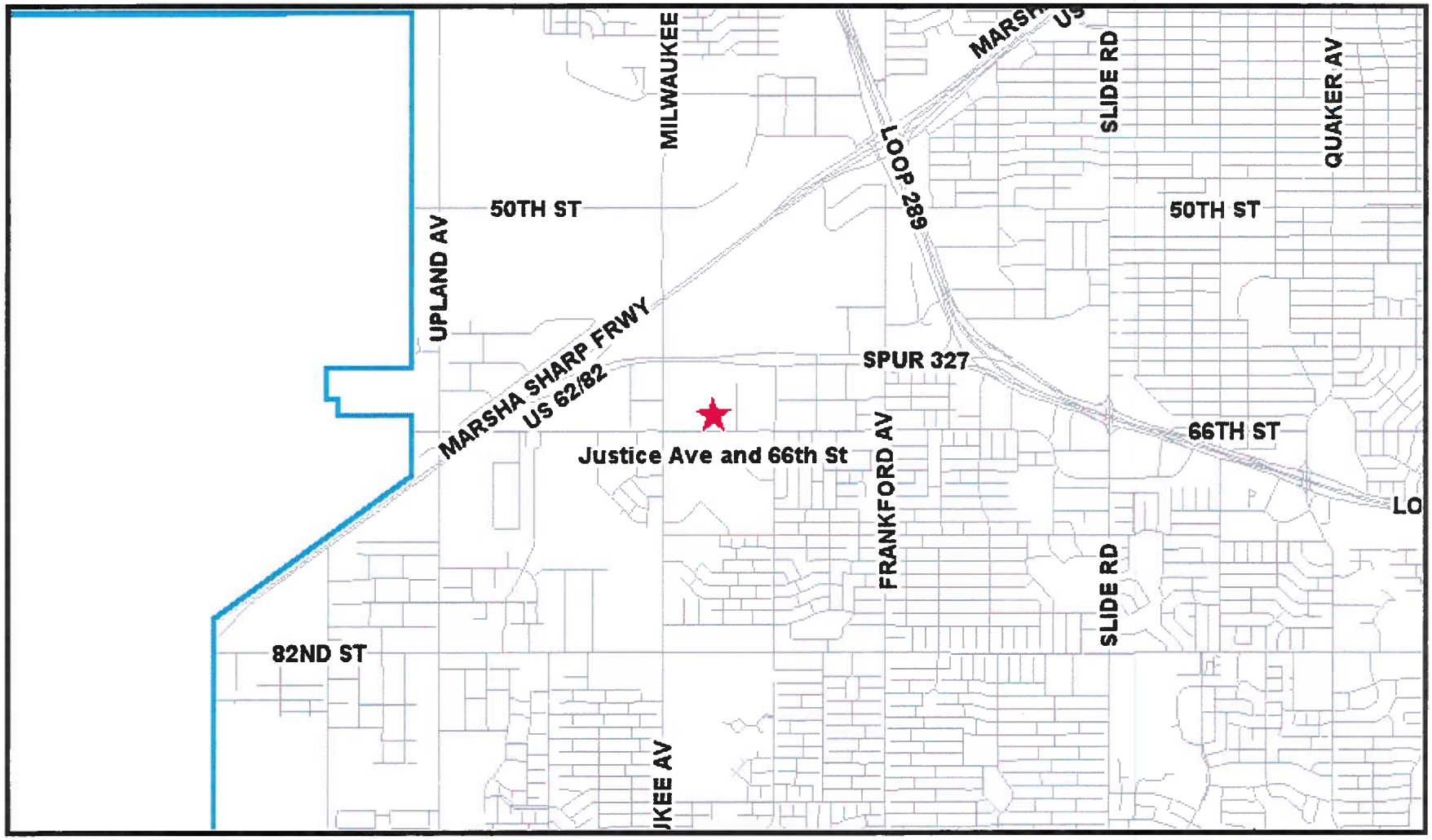
THENCE N 88°12'48" W, 784.80 feet to to the PLACE of BEGINNING and containing 12.050 Acres including any Right of Way.

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

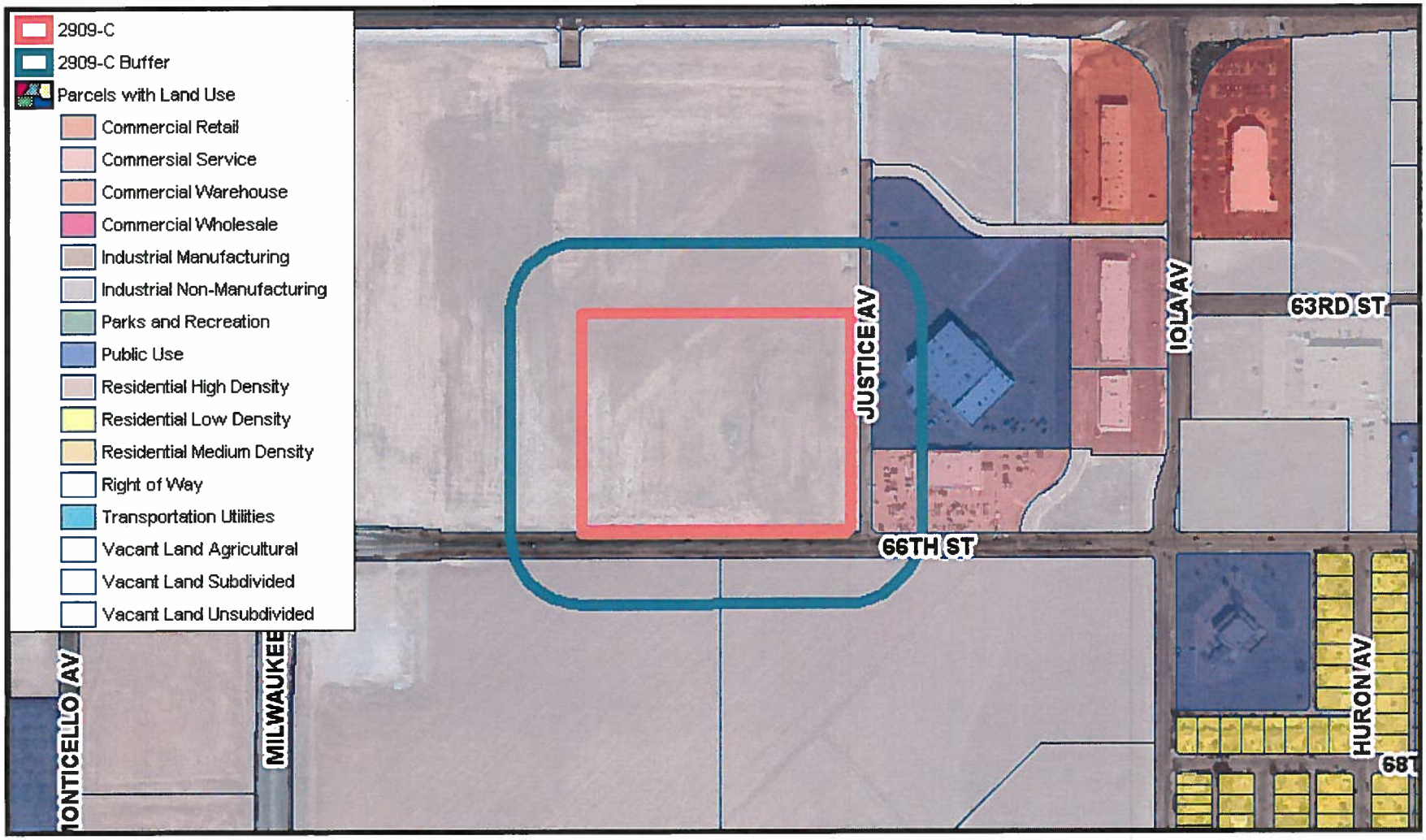
J. M. Cieszinski, RPLS # 4460
October 26, 2012

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


21.98'
534.98
366.60
S 88°10'18" E
Proposed
62nd Street
277.66'
83.90'
N 06°02'38" E
No Visible
Improvements
Except Poles and
Overhead along
Property Lines
1037.25'
S 01°44'49" W
Back of
Curb
Milwaukee Avenue (Paved)
R-O-W Volume 9707, Page 216
Tract B
N 01°44'49" E 905.75'
Section 35, Block AK
7.107 Acres
S 88°10'18" E 558.06' S
S 88°10'18" E 799.80' S
Not Subdivided
Parent Tract
Volume 8631, Page 306
12.05 Acres
N 01°50'28" E 656.74' S
S 01°50'28" W 641.16' S
(See Detail A)
20' Utility
Easement
V. 8096, P. 22
Back of
Curb
5.0'
8.1'
R-O-W Volume
9707, Page 216
Tract B
West Line
Section 36
N 88°12'48" W 784.79' S
208.03
N88°12'48"W
South Line
Section 36
62.07'
N 85°21'07" W
66th Street
(Paved)
S 46°48'50" W
21.23'
Section 29, Block AK
S:\COOR 2012\SECTION BLOCK\Block AK\SECTION 35\CROSSALTA1.dwg, 10/26/2012 1:01:05 PM, SHARP MX-2300N PCL6

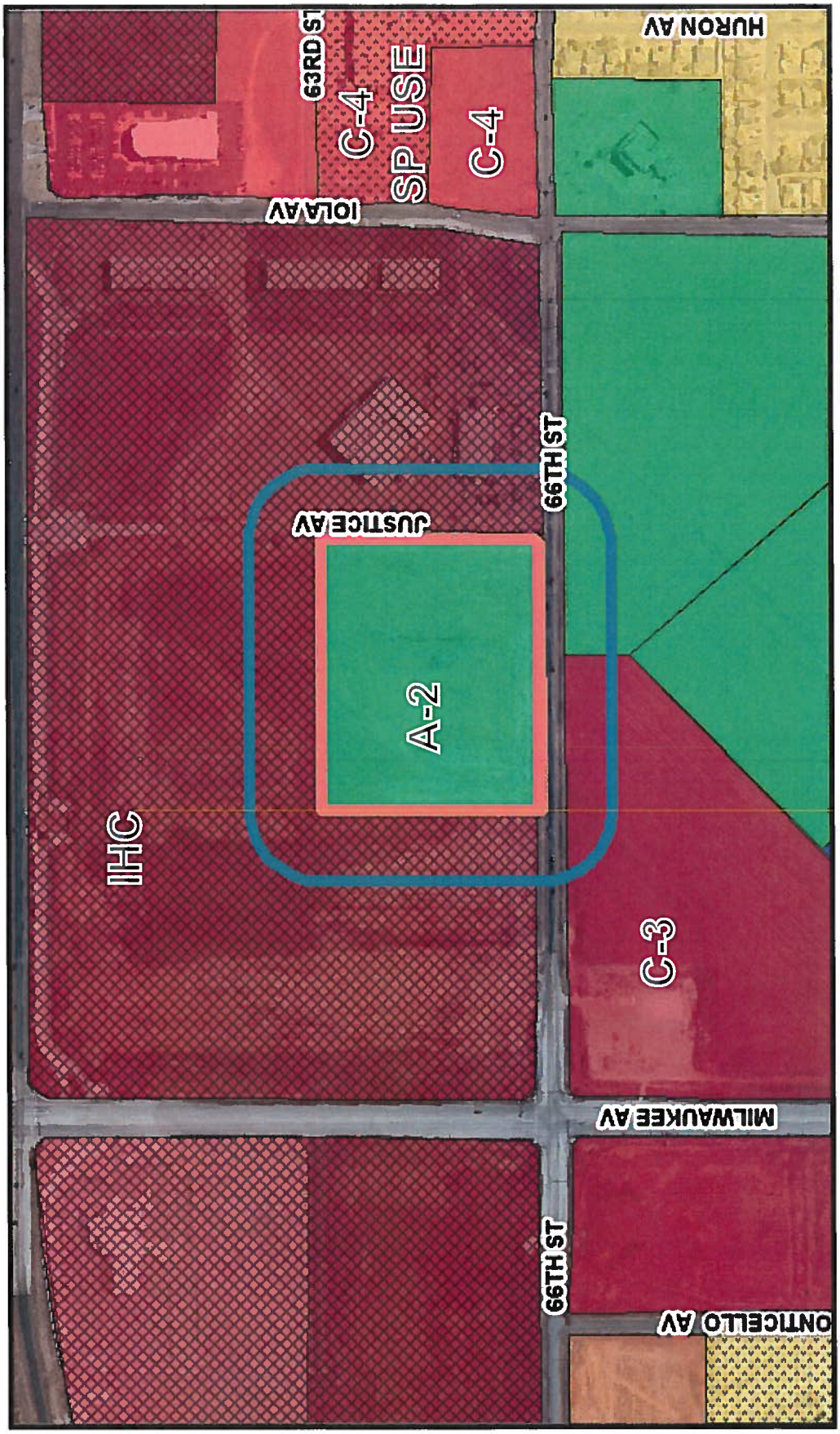


P.Z.C. Case 2909-C



P.Z.C. Case 2909-C

Request of CMS Properties (for S&S Commercial Properties, Ltd.) for a zoning change from IHC to A-2 for apartments, west of Justice Avenue and north of 66th Street



P.Z.C. Case 2909-C Zoning

#215

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 79424
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: West of Justice Ave on 66th

Legal Description:*

Existing Land Use: Ag

Existing Zoning: IHC

Acreage or Square Footage of Property: ~~20.2~~ 12.05 Acres

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: $535.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

Receipt 20737 C# 38825 **For City Use Only** M+B Map 22

Zone Case No.: 2909-C

Agenda No.: 3 8

Request for zoning change from: IHC

To: A-2

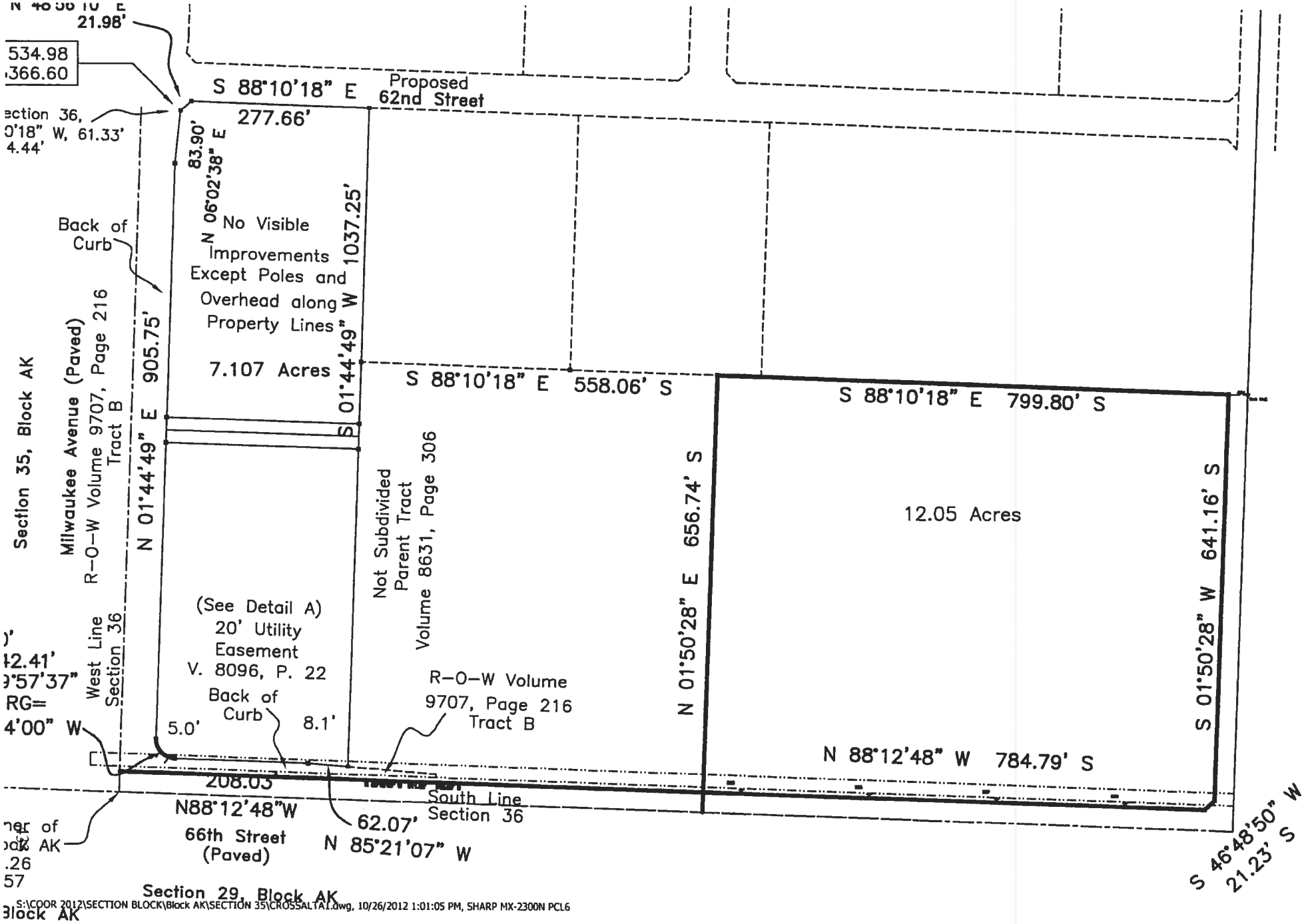
20.2 Acres of unplatted land out of block A1 section 36

on Lot(s): —

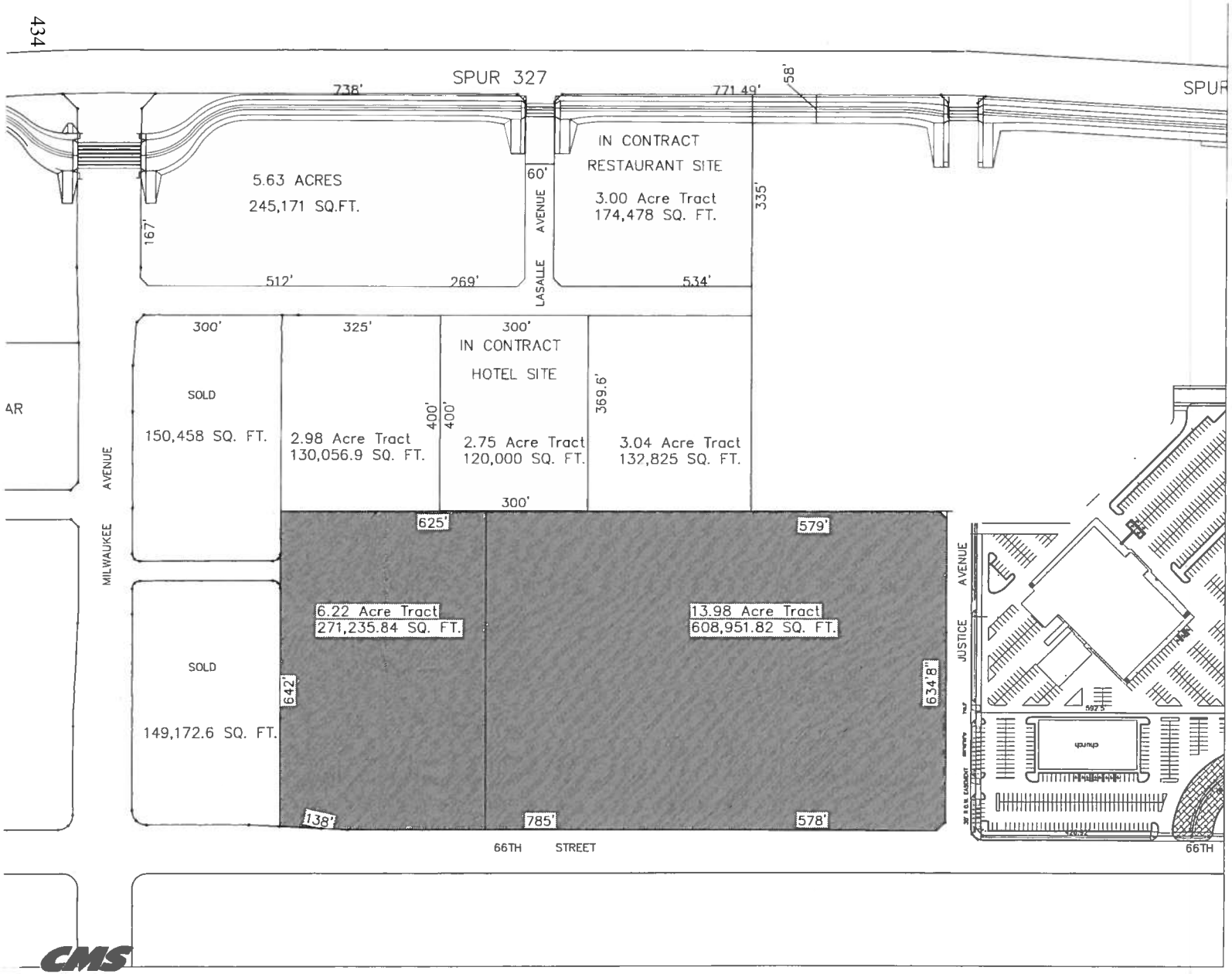
Block(s): —

Subdivision: —

Address: West of Justice Ave
North of 66th St



S:\COOR 2012\SECTION BLOCK\Block AK\SECTION 35\CROSSALTA1.dwg, 10/26/2012 1:01:05 PM, SHARP MX-2300N PCL6



BUILDING AND IMPERVIOUS COVERAGE AREAS 364,367 SQ. FT.
TOTAL LOT AREA 518,142 SQ. FT.; 11.89 ACRES
ALL PAVED AREAS TO BE CONCRETE, I.E. SIDEWALKS, DRIVEWAYS, ETC.

	REQUIRED	PROVIDED
PARKING SPACES	364	454
HANDICAPPED SPACES	9	10

PARKING IS BASED ON LUBBOCK ZONING OF
1–1/2 SPACES FOR EACH ONE BEDROOM UNIT AND 2 SPACES FOR EACH TWO BEDROOM UNIT
HANDICAP SPACES ARE BASED ON TAS REQUIREMENTS

	REQUIRED	PROVIDED
LANDSCAPED AREAS	77,721 SQ. FT.	145,330 SQ. FT
FRONT YARD LANDSCAPING	19,430 SQ. FT.	34,966 SQ. FT

LANDSCAPED AREAS COVER 28% OF LOT

PLAN USE AGREEMENT

By using these plans builder / owner agrees to the following: These plans are the property of CMS Properties, Inc. and are not to be reproduced, traced, or reused for extensions or without the written permission of CMS Properties Inc. These plans are intended to provide the necessary construction information to build this structure. Builder / owner shall verify and check all aspects prior to any construction. Copyright by 2008 CMS Properties Inc.

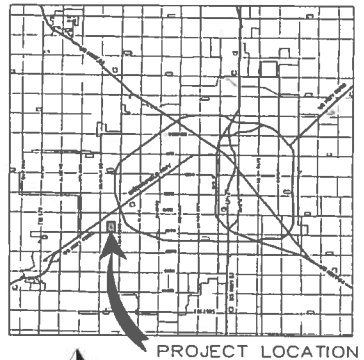
DRAWN BY: CK
DATE: 4/15/11
CHECKED BY:
DATE
FINAL REVIEW BY:
DATE
CONSTRUCTION BY:
DATE

NOTES

1) Contractor shall verify all dimensions prior to beginning construction and notify the Designer of any discrepancies immediately.
2) Contractor shall indicate all openings sizes and locations, notify architect.
3) All glazing within 2'-0" from each side of door shall be tempered.
4) Plumbing code in accordance shall be 2nd ready.
5) Plans shall conform to the 2012 International Building Code as well as all other applicable and / or governing codes.
6) All work performance shall be finished a workmanlike.
7) GC is responsible for verifying all subcontractors as of changes or errors on plans / construction drawings.

CMS PROPERTIES
806.794.1492
6306 IOLA AVE, STE # 200
LUBBOCK, TX, 79424
www.CMSPropertiesinc.com

CMS Properties Inc.
66th Street
Lubbock, TX.
Apartments



ZONE

SCALE: NTS

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.: 2909-C**

In Favor of X

Opposed ____

RECEIVED
DEC 03 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Randy Bunyard

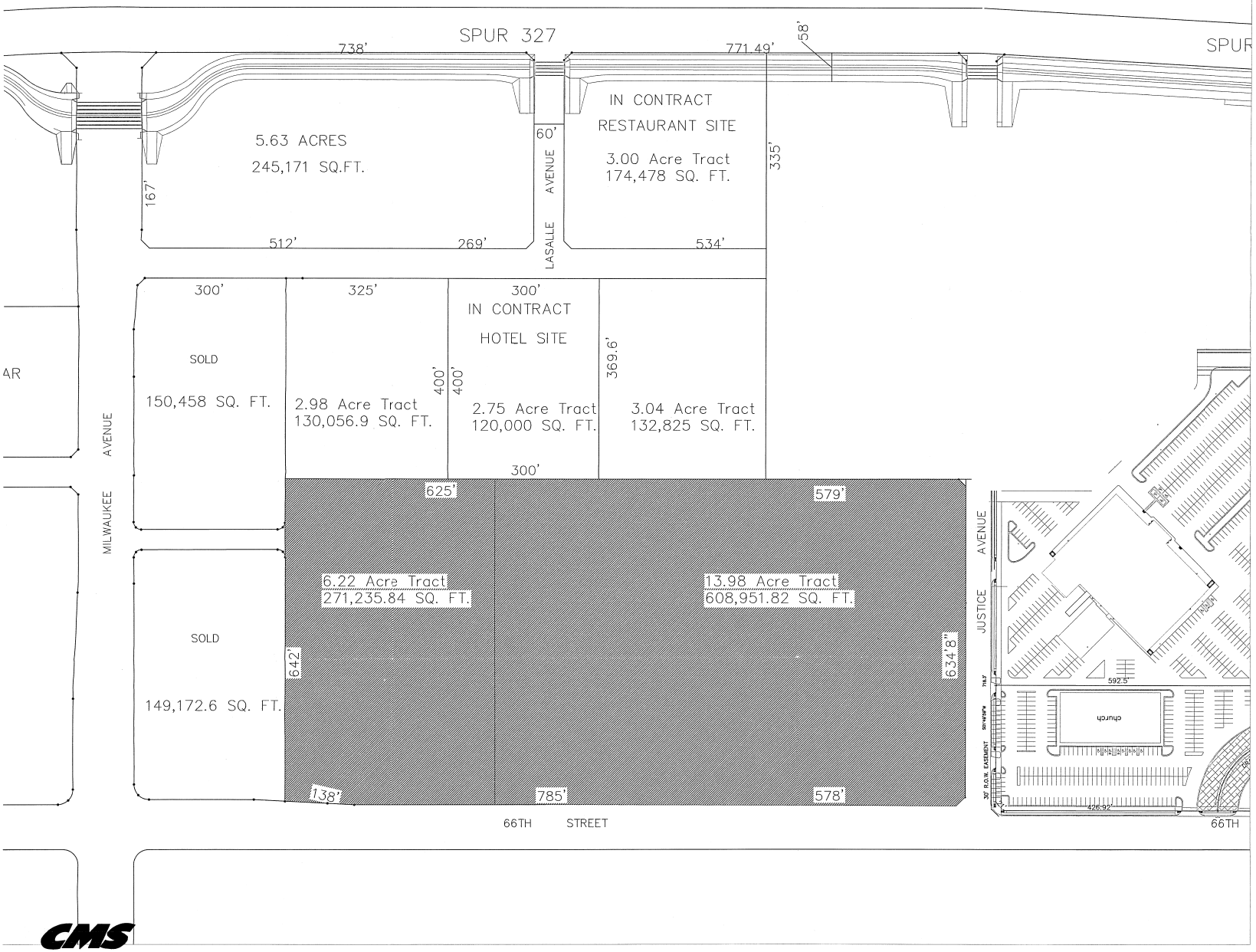
Signature: Randy H. Bunyard

Address: 6108 66th Street

Address of Property Owned: 6108 66th Street

Zone Case Number: 2909-C 83870
HEIGHTS FELLOWSHIP
PO BOX 65600 #1152

LUBBOCK TX 79464



BUILDING AND IMPERVIOUS COVERAGE AREAS 364,367 SQ. FT.
TOTAL LOT AREA 518,142 SQ. FT.; 11.89 ACRES
ALL PAVED AREAS TO BE CONCRETE, I.E. SIDEWALKS, DRIVEWAYS, ETC.

	REQUIRED	PROVIDED
PARKING SPACES	364	454
HANDICAPPED SPACES	9	10

PARKING IS BASED ON LUBBOCK ZONING OF 1-1/2 SPACES FOR EACH ONE BEDROOM UNIT AND 2 SPACES FOR EACH TWO BEDROOM UNIT.
HANDICAP SPACES ARE BASED ON TAS REQUIREMENTS

	REQUIRED	PROVIDED
LANDSCAPED AREAS	77,721 SQ. FT.	145,330 SQ. FT.
FRONT YARD LANDSCAPING	19,430 SQ. FT.	34,966 SQ. FT.

LANDSCAPED AREAS COVER 28% OF LOT.

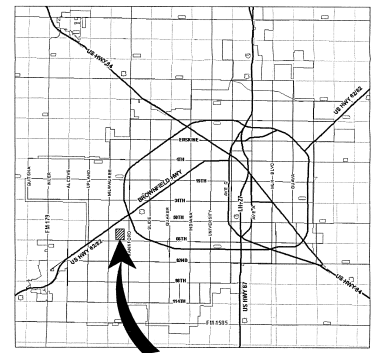
PLAN USE AGREEMENT
By using these plans builder / owner agrees to the following: These plans are the property of CMS Properties Inc. and are not to be reproduced, traded, or resold for revenue or sold to any person without permission of CMS Properties Inc. These plans are intended to provide the necessary construction information to build this structure. Builder / owner shall verify and check all room prior to any construction. Copyright (c) 2009 CMS Properties Inc.

DRAWN BY: CK
DATE: 4/15/11
CHECKED BY:
DATE:
FINAL REVIEW BY:
DATE:
CONSTRUCTION BY:
DATE:

NOTES:
1) Contractor shall verify all dimensions prior to beginning construction or shall notify the Designer of any discrepancies immediately.
2) Contractor shall follow all applicable state and local codes / ordinances.
3) All glazing within 2'-0" from jambs of any doors shall be tempered.
4) Plumbing walls at restrooms shall be 2x6 studs.
5) Plans shall conform to the 2003 International Building Code as well as all other applicable and / or general codes.
6) All roof penetrations shall be flashed accordingly.
7) G.C. is responsible for notifying all subcontractors of changes or updates to plans / construction drawings.

CMS PROPERTIES
806.794.1492
6306 IOLA AVE, STE # 200
LUBBOCK, TX, 79424
www.CMSPropertiesinc.com

CMS Properties Inc.
66th Street
Lubbock, TX.
Apartments



ZONE 436

SCALE: NTS

CMS

Regular City Council Meeting **5. 21.**

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3195. Ordinance 2013-O0002. Consider the request of Barbara Beck for a zoning change from T to C-3 for an office/retail center on 8.42 acres of unplatted land out of Block AK, Section 9, 5815 and 5911 130th Street.

Item Summary

On January 10, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone the property at 5815 and 5911 130th Street, FM 1585, from T to C-3. This proposal is across the street from a recently approved zone case for a zone change from Garden Office to Interstate Highway Industrial, which will accommodate an industrial type area with little or no retail commercial.

Proposed Land Use:
The proposed property is currently vacant. The proposal is for the construction of office/retail development.

Adjacent Land Uses:
North: Commercial, Industrial, Zoned C-3 and IHI
South: County, vacant
East: Transitional, Zoned T
West: County

P&Z Public Hearing Notes:
No one other than the applicant appeared before the P&Z.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal represents a minor amendment to the CLUP, in that the proposed commercial extends beyond the 660 feet of policy commercial at the intersection of two thoroughfares, as designated by the CLUP. As part of several annexations from 1999-2008 that brought five miles of FM 1585 into the city limits, Lubbock inherited a considerable number of heavier commercial and industrial uses along that thoroughfare. The fact that many non-traditional thoroughfare uses exist along FM 1585, and will likely continue , should be considered in this zone case. The CLUP has the flexibility to consider variables related to location, topography, adjacent uses and compatibility for any proposed zone case.

The proposal will produce an increase in traffic in the area. Traffic access will be controlled by the Texas Department of Transportation.

P&Z Commission Recommendation:
The P&Z recommends approval of the request.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3195

Backup - Zone Case 3195

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. 3195;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **8.42 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 9,** 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. 3195

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 **8.42 acres of**

unplatted land out of Block AK, Section 9, City of Lubbock, Lubbock County, Texas, located at **5815 and 5911 130th Street.**

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

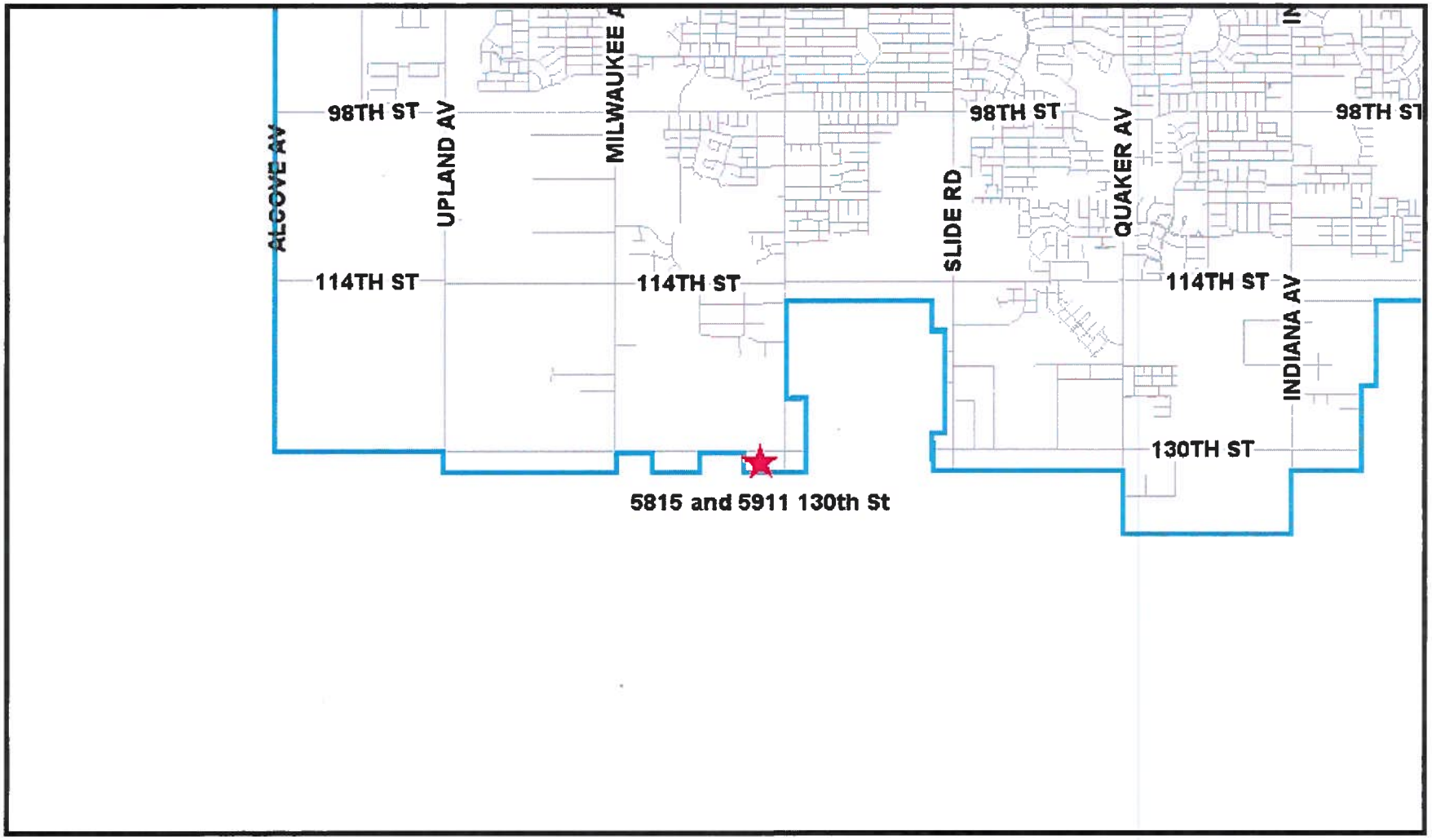
vw/cityatt/Chad/ZoneCase/ZC3195
December 4, 2012

A tract of land out of the Northeast ¼ of Section 9, Block AK, Abstract 161, Certificate 941, E.L. & R.R. Ry. Co. Survey, Lubbock County, Texas, further described by metes and bounds as follows:

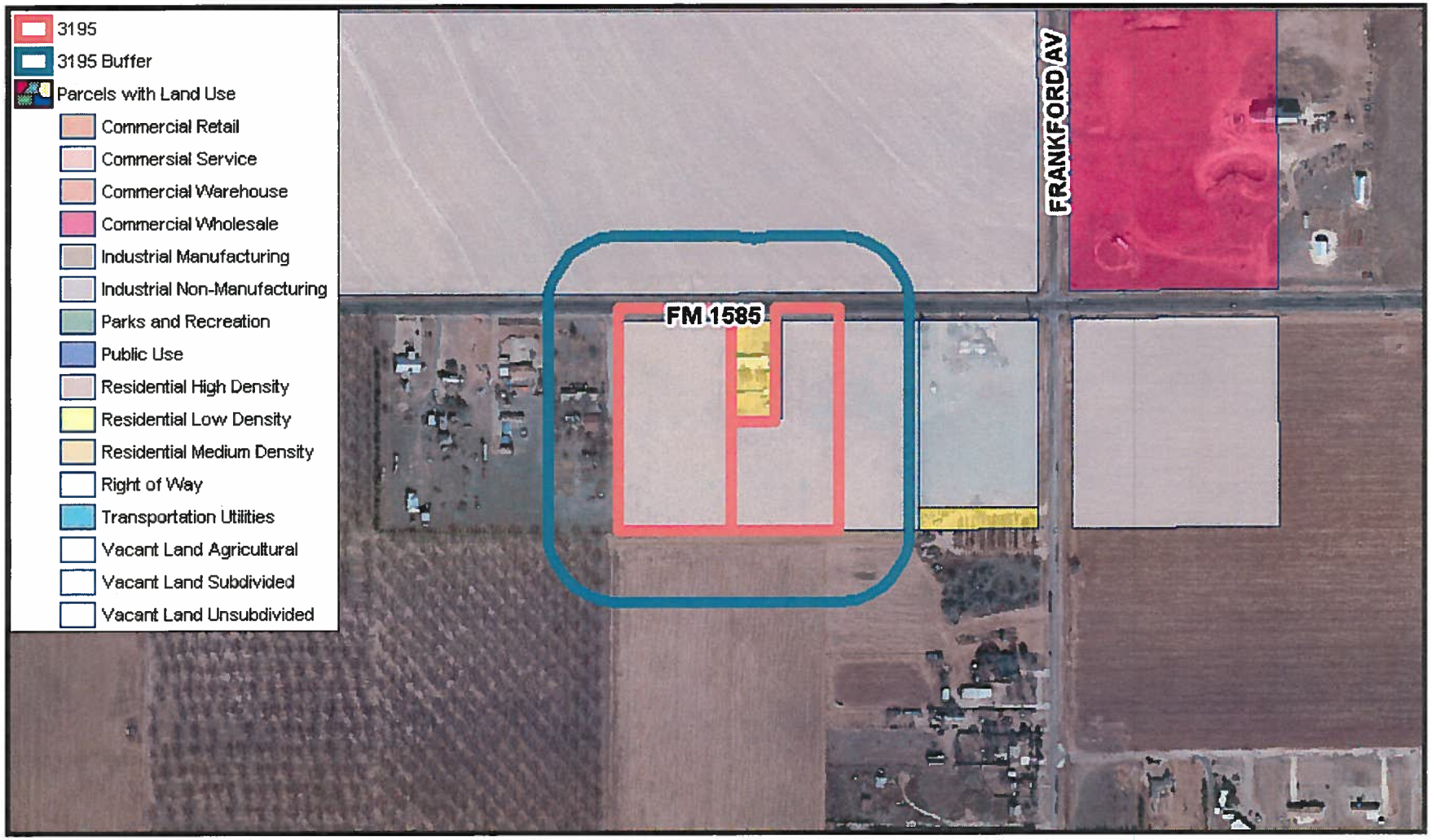
BEGINNING at a point in the North line of Section 9, 950 feet West of its Northeast corner for the beginning and Northeast corner of this tract;
THENCE South 660 feet to a point for the Southeast corner of this tract;
THENCE West 330 feet to a point for the Southwest corner of this tract;
THENCE North 660 feet to the pint in the North Section line for the Northwest corner of this tract;
THENCE East 330 feet along F.M. 1585 to the point of beginning, containing 5 acres of land, more or less.

A 3.74 acre tract of land out of the Northeast ¼ of Section 9, Block AK, Abstract 161, Certificate 941, E.L. & R.R. Ry. Co. Survey, Lubbock County, Texas, and further described by metes and bounds as follows:

BEGINNING at a point in F.M. 1585, a distance of 637 feet West of the Northeast corner of Section 9, Block AK;
THENCE West a distance of 183 feet;
THENCE South at 40 feet pass a ½" square tube, continuing for a total distance of 335.1 feet;
THENCE West a distance of 130 feet;
THENCE South a distance of 324.9 feet;
THENCE East a distance of 313 feet;
THENCE North a distance of 620 feet pass a ½" square tube continuing for a total distance of 660 feet to the Place of Beginning.

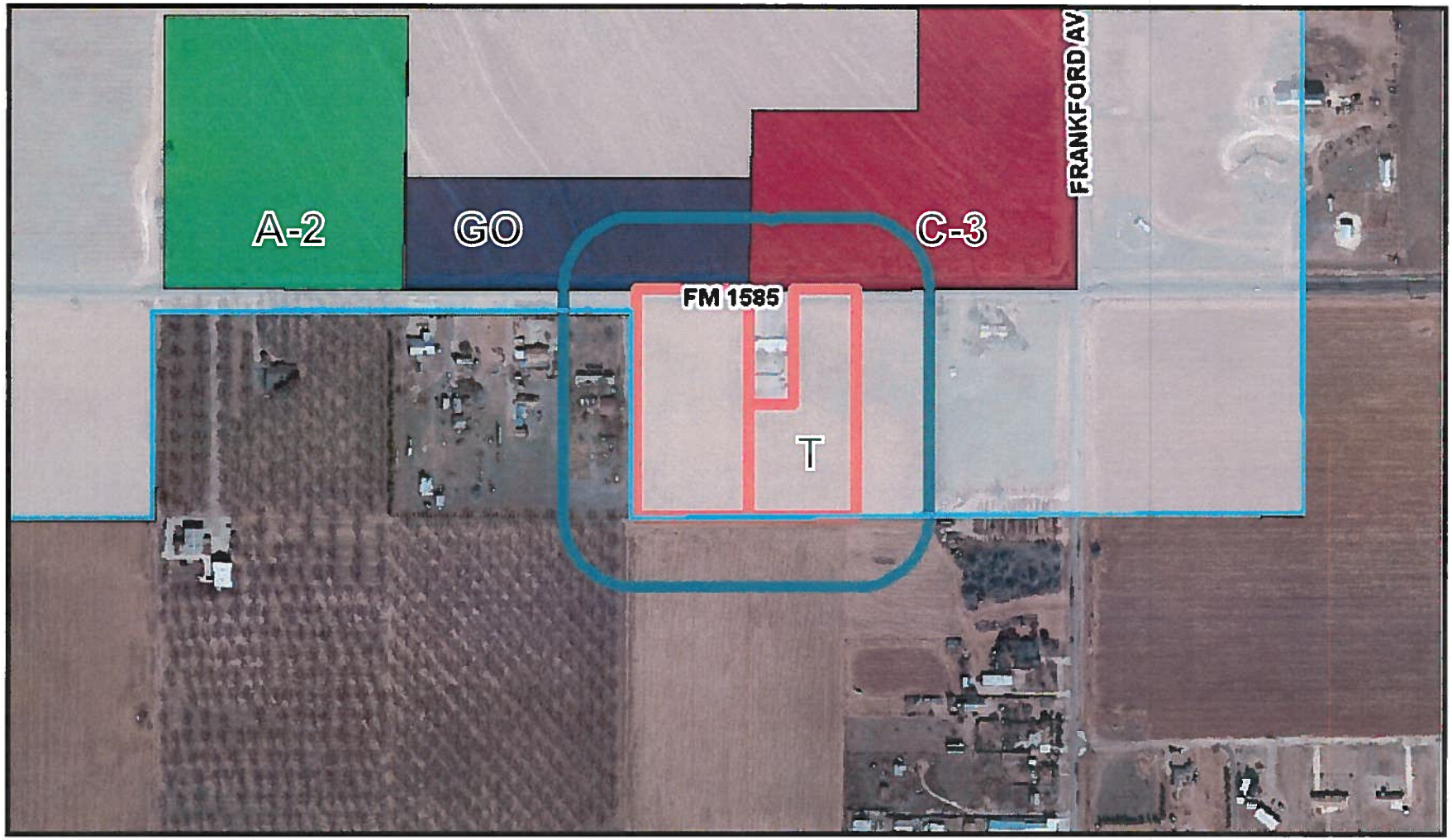


P.Z.C. Case 3195



P.Z.C. Case 3195

Request of Barbara Beck for a zoning change from T to C-3 for an office/retail center, 5815 and 5911 130th Street



P.Z.C. Case 3195 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Barbara Beck + Linda Wall
1404 77th
Street/Post Office Box
Lubbock Tx 79423
City State Zip
(806) 670-7417
Telephone

For
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: W of 1685 and Frankford - Between 6802 & 6002 130th

Legal Description:* BLK AK SEC 9 AB 161 TR 25 ACS: 4.69

Existing Land Use: Ag **Existing Zoning:** Transitional

Acreage or Square Footage of Property: 4.69 ACS

Zoning Requested: X C-3

Proposed Development: Office/Retail Strip Center

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

Barbara Beck + Linda Wall
Applicant's Signature

Date

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

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

Receipt 20787 Ck# 405 **For City Use Only** MAB map 42

Zone Case No.: 3195 **Agenda No.:** _____

Request for zoning change from: T **To:** C-3

8.42 acres of unplatted land out of block AK sect 9

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 5815 and 5911 130th St

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Barbara Beck + Linda Wall **For** _____

1404 77th
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 670-7417
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: W of 1585 and Frankford - Between 5802+6002 130 ft

Legal Description:* BLK AK SEC 9 AB 161 TR 4A ACS: 3.57

Existing Land Use: Ag **Existing Zoning:** Transitional

Acreage or Square Footage of Property: 3.74 acres (3.74)

Zoning Requested: X C-3

Proposed Development: Office/Retail Strip Center

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

Barbara Beck + Linda Wall
Applicant's Signature

Date

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

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

For City Use Only

Zone Case No.: _____ **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

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.: 3195**

In Favor of X

Opposed ___

RECEIVED
DEC 06 RFC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Tommie Noblett

Signature: Tommie Noblett

Address: 5901 130th St.

Address of Property Owned: Lubbock, Tx 79424

Zone Case Number: 3195 90495
NOBLETT, WILLIE T
5901 130TH

LUBBOCK TX 79424

Regular City Council Meeting **5. 22.**

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3197. Ordinance 2013-O0003. Consider the request of Shannon Vyff for a zoning change from R-1 to R-1 Design Historical for the east 40 feet of Lot 17 and Lot 18, Block 46, Overton Addition (2014 17th Street).

Item Summary

On January 10, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone a property from R-2 to R-2 Design Historic.

Proposed Land Use:
The use of the home will not change. The base land use zoning will remain R-2.

Adjacent Land Uses:
The property is in the middle of a neighborhood zoned R-2.

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant was present.

Impact on the Comprehensive Land Use Plan (CLUP):
There will be no impact on the CLUP.

To acquaint Council with the portion of the Zoning Code governing Design Historic Zoning, please consider:
"Historical Preservation and Urban Design District - Sec. 40.03.3211
The purpose of this district is to provide means by which citizens can initiate action to preserve archeological, historical, cultural, architectural, and landscape architectural landmarks as part of the heritage of this city. This district provides all standards, rules, regulations and other administrative procedures necessary for its implementation as part of this section [division]. As such, it is to be construed in harmony with the purposes and general objectives stated in the zoning code."

The Design Historic designation is an overlay zoning. The base zoning district does not change and the use of the property is not affected. The overlay district simply provides protection, through zoning and the Urban Design and Historic Preservation Commission, for the property to maintain its historic nature and context.

2014 17th Street Landmark Designation:
Of the 13 criteria in the code, only one is required to designate the property as a landmark. The Urban Design Historic Preservation Commission chose the following six criteria for this properties designation:

(1) Character, interest or value as part of the development, heritage or cultural characteristics of the City of Lubbock, State of Texas, or the United States.

(4) Identification as the work of an architect, landscape architect, or master builder whose individual work has influenced the development of the city.

(9) Exemplification of the cultural, economic, social, ethnic or historical heritage of the city, state, or the United States.

(11) Identification with a person or persons who significantly contributed to the culture and development of the city, state or the United States.

(12) A building, structure, or landscape development that because of its location has become of value to a neighborhood, community area, or the city.

(13) Value as an aspect of community sentiment or public pride.

Criteria Description
The home was built in 1937 and has a few characteristics of a Colonial Revival or Georgian Revival. The garage apartment was also built in 1937. There have been a few additions to the property since then, including a significant addition and remodel in 1952. The home was originally built for William Atkins, by Robert Maxey. Joseph Bailey purchased the home in 1944 and had Sam L Kelisky design a remodel and addition to the home. Below is more information for each of these key persons to this property and Lubbock.

William B Atkins, August 1, 1873-February 5, 1957, was a prominent businessman in Lubbock and spent much of his time promoting the growth of Lubbock. He was the manager of Higginbotham-Bartlett Lumber Company and Lubbock Sash and Door Company, as well as V.P. of T R Prideaux Lumber and Supply Company. He served on the Lubbock School District Board of Trustees from 1920 to 1942.

Robert Maxey, of Maxey Lumber Company, was the contractor for the original home.

In 1944 Mr. and Mrs. Joseph Bailey purchased the home. Mr. Bailey was a line type operator for the Lubbock Avalanche Journal.

Sam L Kelisky designed the remodel/addition in 1952. During this remodel the brick and iron work were added. Previously the siding was clapboard style wood siding. Kelisky was born in Russia and eventually moved to Lubbock in 1937.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Urban Design and Historic Preservation Commission
Planning and Zoning Commission

Attachments

Ordinance - Zone Case 3197
Backup - Zone Case 3197
Pictures - Zone Case 3197

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. 3197;** A ZONING CHANGE FROM **R-1** TO **R-1 DESIGN HISTORICAL** ZONING DISTRICT ON **THE EAST 40 FEET OF LOT 17 AND LOT 18, BLOCK 46, OVERTON ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed landmark designation as hereinafter made has been duly presented to the Urban Design and Historic Preservation Commission and such Commission, after public hearing, has made its recommendation in favor of such designation to the Planning and Zoning Commission; and

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; and

WHEREAS, the Atkins House was built in 1937 at 2014 17th Street; and

WHEREAS, the house was built for William B. Atkins, who was the manager of Higginbotham-Bartlett Lumber Company and Lubbock Sash and Door Company, as well as V.P. of T.R. Prideaux Lubbock and Supply Company; and

WHEREAS, the house was remodeled (exterior) with an addition in 1952 under the lead of architect Sam L. Kelisky; and

WHEREAS, the owner has consented to the proposed historic landmark designation pursuant to Section 40.03.3219(a) of the Code of Ordinances, as evidenced by the letter attached hereto as Exhibit "A".

NOW THEREFORE:

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

ZONE CASE NO. 3197

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

A change of zoning under the provisions of Sections 40.01.005 and 40.03.3214 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-1 Design Historical** zoning district on **the east 40 feet of Lot 17 and Lot 18, Block 46, Overton Addition,** City of Lubbock, Lubbock County, Texas located at **2014 17th Street,** subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the ornamental iron columns on the porch are to remain on the structure and be preserved in their present form;**

2. **THAT the single color brick is not to be painted and is to remain the same;**

3. **THAT the brick details above all windows are to remain on the structure and be preserved in their present form.**

SECTION 2. THAT any new buildings or structures within this historic landmark district shall be architecturally compatible with the historic landmark structure therein, in terms of style, color, materials, texture, and basic form as found in the following style:

Georgian Revival as described in the booklet, "Architecture in Lubbock: A Guide for Identification and Preservation," First Edition, 1979.

SECTION 3. THAT incorporated by reference into this Ordinance, and by attaching hereto, are photographs of the building as it presently appears. Said photographs shall be used to indicate the degree of alteration which has already occurred and the degree of preservation of the original structure. These photographs shall be further described in Exhibit "B" attached hereto.

SECTION 4. 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 5. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT 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

ww/CityAtt/Chad/Zones/zc3197
December 4, 2012

Andrew Paxton - 2014 17th ST

From: Shannon <shannonvyff@yahoo.com>
To: Andrew Paxton <APaxton@mail.ci.lubbock.tx.us>
Date: 8/12/2012 3:18 PM
Subject: 2014 17th ST

To Whom it May Concern,

I'm writing to request a viewing with the Urban Design Historic Preservation Commission of Lubbock at their next meeting, this September or otherwise of 2012. I would like to present the case for my home, 2014 17th ST 79401 of Lubbock TX qualifies for Historical Home Preservation Status.

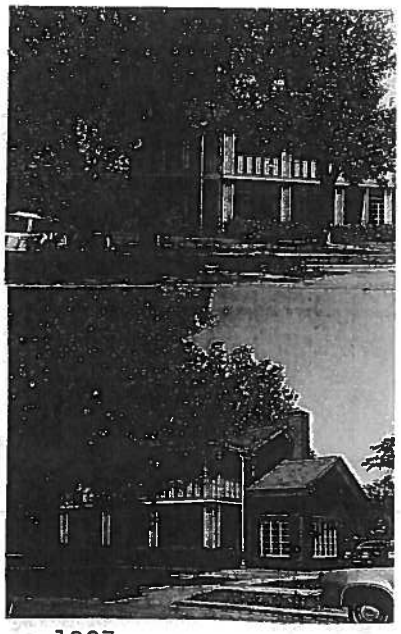
Thank you.

Sincerely,

Ms. Shannon Vyff
Director of Religious Education
First Unitarian Universalist Church of Lubbock
Cell: (806) 445-6417







OVERTON SOUTH STUDY: 1978

I. IDENTIFICATION

A. Name: Bailey House

B. Other name:

C. Street address: 2014 17th

D. Legal address: E. 40' L. 17 & L. 18, Blk. 46

II. ARCHITECTURAL DATA

A. Style:

B. Architect or builder, date: Robert E. Maxey, contractor, 1937

C. Quality of original workmanship
(good, fair, poor)

D. Quality of later workmanship
(good, fair, poor)

E. Description:
Two story brick veneer house with wood shake shingles on gable roof. Note wrought iron work on two level porch and entrance with pilasters and side lights with tracery.

F. Description of accessory buildings:
Two story garage apartment. Second building with pool.

G. Significant landscape features:
One deciduous shade tree next to street and another in front yard. Low hedge maintained along front porch. Lawn on west side with large pecan tree.

H. Physical condition:

1. Structural soundness of building (good, fair, poor)

2. Exterior maintenance (good, fair, poor)

3. Interior maintenance (good, fair, poor)

4. Site maintenance (good, fair, poor)

5. Maintenance of accessory buildings (good, fair, poor)

III. HISTORICAL DATA

W.B. Atkins to construct a garage and apartment at 2014 17th on April 20, 1937 for $1,800.

IV. LAND USE DATA

A. Current zoning: R-2

B. Present use: residential

C. Type of business:

D. Owner/renter occupancy: owner

E. Single family or multi-family occupancy: single family plus rear unit

F. Number of units: one house, one apartment

G. Approximate number and age of occupants:

H. Description of street and street furnishings:
Asphalt street; sidewalk in good repair.

V. RATING AND STATEMENT OF SIGNIFICANCE

A. Architectural merit (low, medium, high)

B. Historical merit (low, medium, high)

C. Comments on historical and architectural ratings:
Interesting combination of stylistic features.

VI. REFERENCES

Lubbock County Mechanics Liens Records, Vol. 19, p. 130.
City of Lubbock Tax Records.
lubbock, Evening Journal, April 20, 1937

LUBBOCK COUNTY MECHANIC'S LIENS

VOLUME 19 PAGE 130

LEGAL DESCRIPTION LOT 184 E10'17 BLOCK 46 ADDITION OVERTON

ADDRESS 2014 - 17th

SOURCE: (✓) SANBORN MAP 1940 ( ) R.O.W. MAP

OWNER W.B & ALLENE WEST ATKINS

CONTRACTOR ROBERT E. MAXEY

DESCRIPTION NO DESCRIPTION

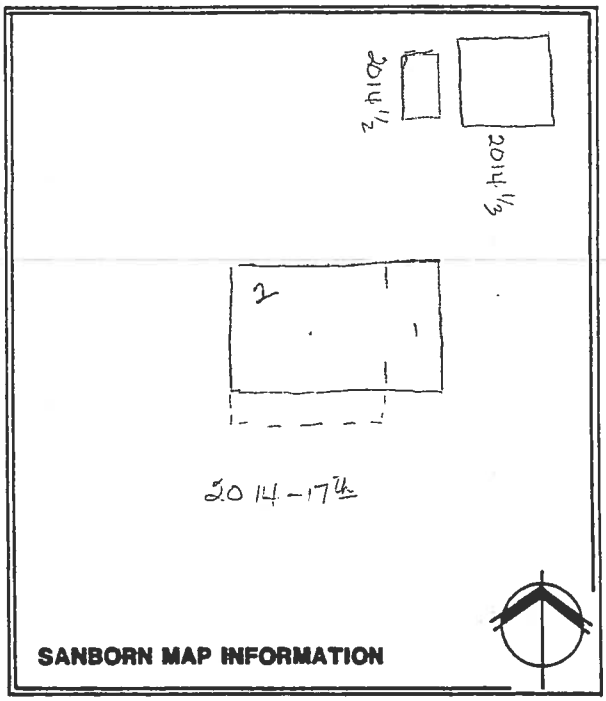
DATE 4/14/37 PRICE $6500

( ) 1975 HISTORICAL ( ) ARCHITECTURAL

( ) VALUABLE STYLE? _____

( ) POTENTIALLY VALUABLE

( ) OVERTON SOUTH ( ) NO SURVEY



FIND A GRAVE

Actions
Begin New Search
Refine Last Search
Cemetery Lookup
Add Burial Records
Help with Find A Grave

Find all **Atkinses** in:
- City of Lubbock Cemetery
- Lubbock
- Lubbock County
- Texas
- Find A Grave

Top Contributors
Success Stories
Discussion Forums
Find A Grave Store
Support Find A Grave

Log In

Sponsor This Memorial!
Click Here
Advertisement

William B. Atkins

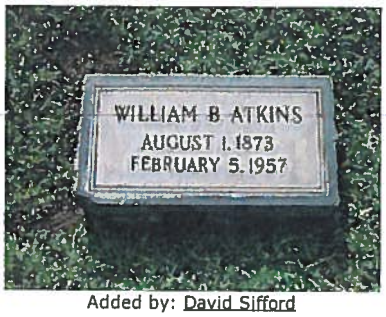
Memorial Photos Flowers Share Edit

Learn about sponsoring this memorial...

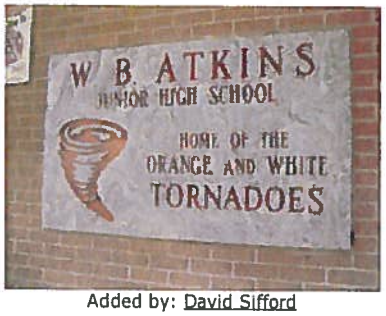
Birth: Aug. 1, 1873
Death: Feb. 5, 1957

Burial:
City of Lubbock Cemetery
Lubbock
Lubbock County
Texas, USA
Plot: Block 14

Created by: David Sifford
Record added: Aug 29, 2003
Find A Grave Memorial# 7804484



Added by: David Sifford



Added by: David Sifford



Cemetery Photo
Added by: Dennis Deel

Add a photo for this person | Request A Photo

Photos may be scaled.
Click on image for full size.

-Anonymous
Added: Dec. 23, 2008

Leave flowers and a note

Regular City Council Meeting **5. 23.**

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 2895-I. Ordinance 2013-O0004. Consider the request of Betenbough Homes for a zoning change from R-1 Specific Use to GO on 1.7429 acres of unplatted land out of Block AK, Section 28 (east of Milwaukee Avenue at 88th Street).

Item Summary

On January 10, 2013, the City Council approved the first reading of the ordinance.

Proposed Land Use:
The proposed land use is for Garden Offices.

Adjacent Land Uses:
North: C-3(Commercial General Retail District) – Wal Mart and other retail.
South: GO (Garden Office District) – Undeveloped.
East: R-1 (Single Family Residential) Specific Use with reduced setbacks for Garden Homes.
West: R-1 Specific Use with reduced setbacks.

Planning and Zoning (P&Z) Public Hearing Notes:
One property owner within the two-hundred foot notification area replied in favor, and none replied in opposition. There was minor dialogue between the Planning staff and the Planning and Zonning Commission regarding the positive effect the change would have in the general vicinity.

Impact on the Comprehensive Land Use Plan (CLUP):
The CLUP provides for a buffer district between commercial and residential and, in recent years, an increasing amount of buffer zoning along thoroughfares in order to provide a sound buffer for residential areas from the adjacent thoroughfare.

The proposed area along Milwaukee will match what is currently zoned Garden Office south to 92nd St. Similar Garden Office zoning is being constructed and developed along Quaker Avenue south of the Market Street Shopping Center, along the west perimeter of the Orchard Park subdivision. The proposed development will provide space for professional offices such as dentists, insurance agents, architects, and engineers.

The three lots are proposed by the developer and supported by the planning staff to be limited to two curb returns or one full and one shared approach.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assisstant City Manager
Planning and Zoning Commission, along with staff, recommends the request for approval with the following condition:

1.) The properties shall have a maximum of 2 approaches.

Attachments

Ordinance - Zone Case 2895-I

Backup - Zone Case 2895-I

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2895-I;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **GO** ZONING DISTRICT ON **1.7429 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 28,** 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. 2895-I

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **GO** zoning district on **1.7429 acres of unplatted land out of Block AK, Section 28,** City of Lubbock, Lubbock County, Texas located at **east of Milwaukee Avenue at 88th 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 shall be limited to two (2) curb cuts or one full curb cut and one shared curb cut with the property to the south.**

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, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc2895-1
December 4, 2012

DESCRIPTION FOR RE-ZONING REQUEST:

A 1.7429 ACRE TRACT OF LAND LOCATED IN SECTION 28, BLOCK AK, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 37.421 ACRE TRACT OF LAND DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2008002690 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, SAID 1.7429 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

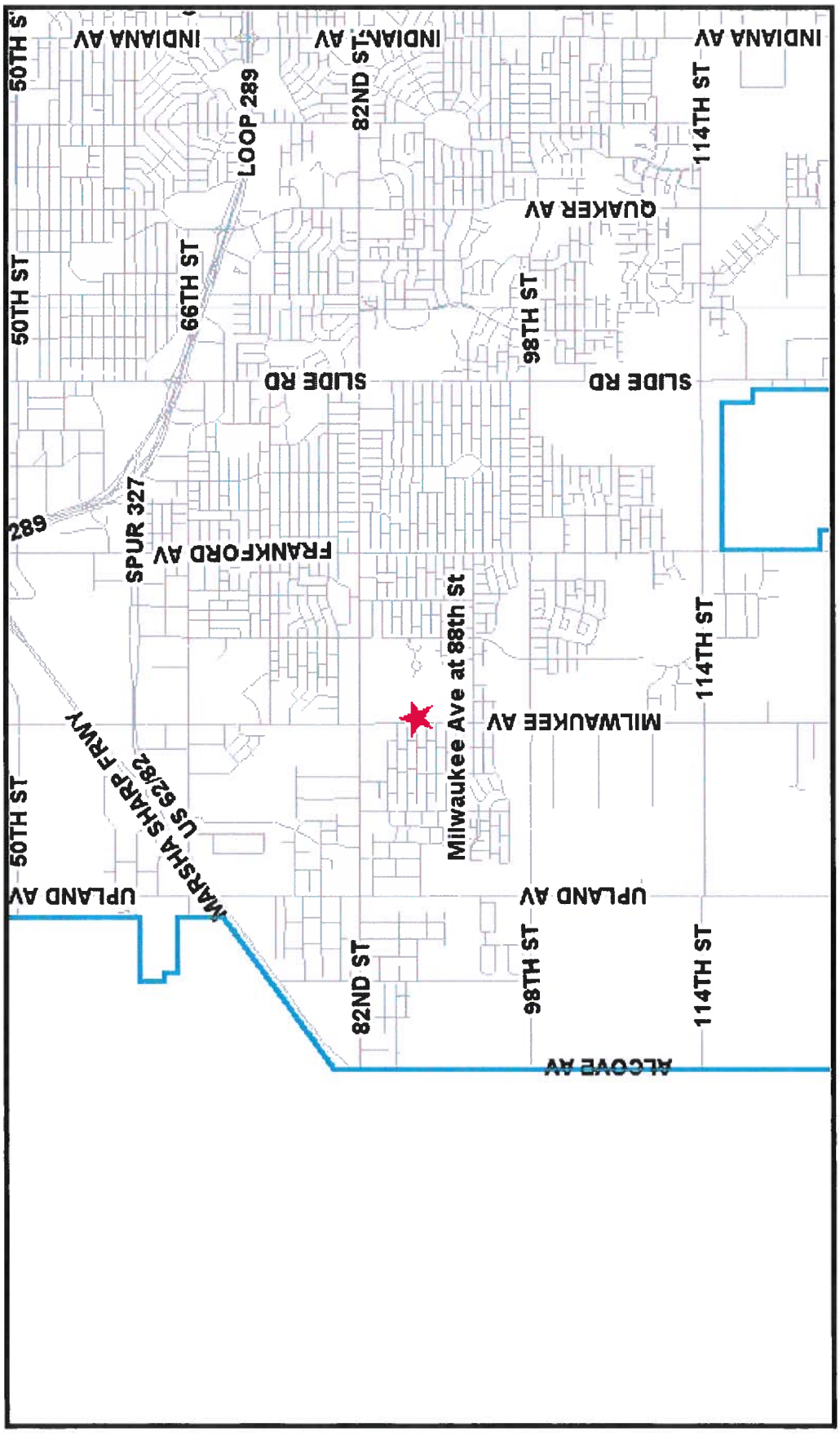
BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY OF MILWAUKEE AVENUE AT THE MOST WESTERLY NORTHWEST CORNER OF SAID 37.421 ACRE TRACT FOR THE NORTHWEST CORNER OF THIS TRACT, SAME BEING THE SOUTHWEST CORNER OF TRACT A-1, WAL-MART SUPERCENTER, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2008008387 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, WHENCE THE NORTHWEST CORNER OF SAID SECTION 28 BEARS N. 88° 16' 43" W. A DISTANCE OF 55.00 FEET AND N. 01° 43' 17" E. A DISTANCE OF 1613.21 FEET;

THENCE S. 88° 09' 54" E., ALONG THE WEST PORTION OF THE NORTH LINE OF SAID 37.421 ACRE TRACT AND THE SOUTH LINE OF SAID TRACT A-1, WAL-MART SUPERCENTER, A DISTANCE OF 260.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS TRACT;

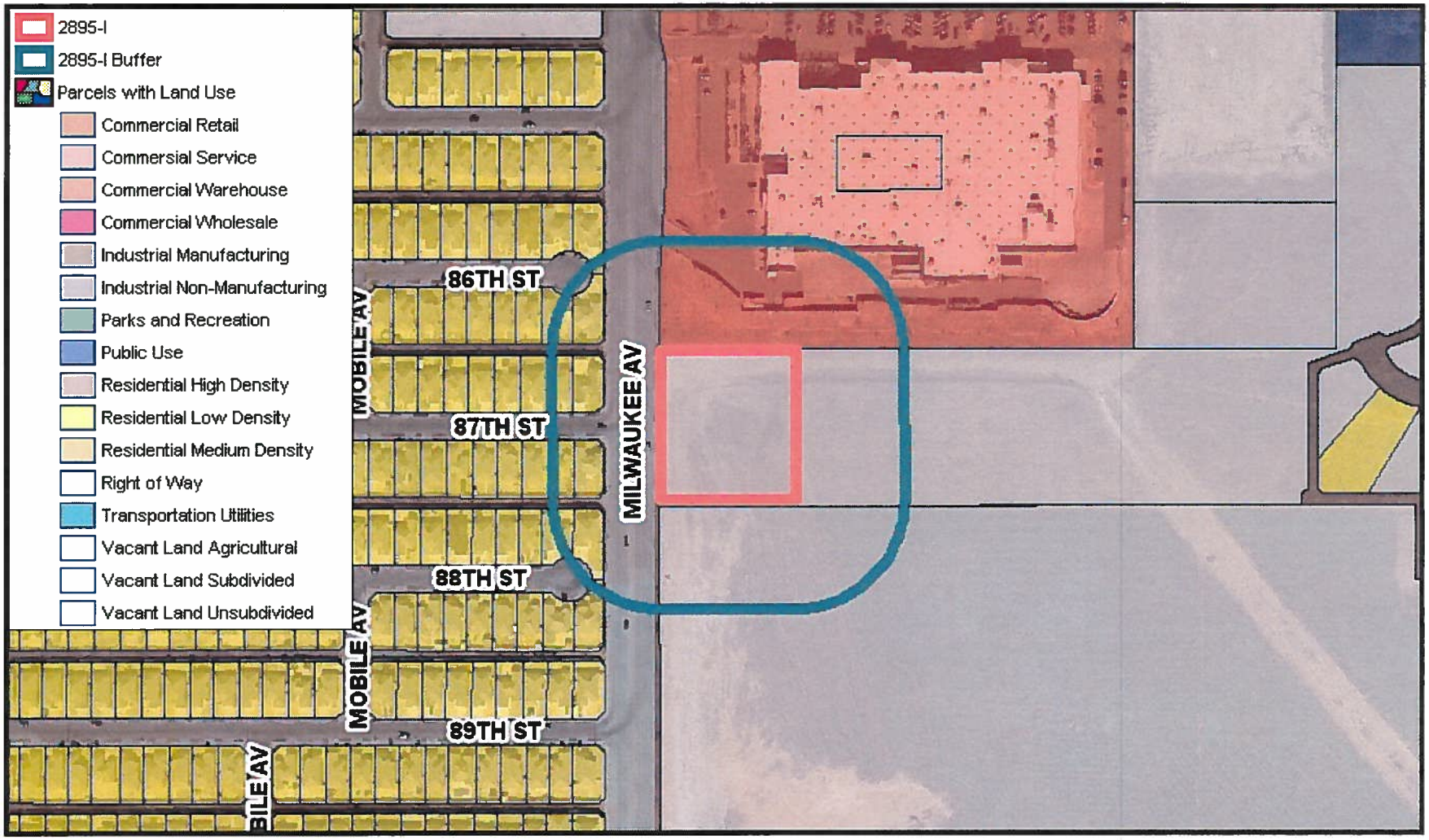
THENCE S. 01° 43' 17" W. A DISTANCE OF 292.01 FEET TO A POINT IN THE WEST PORTION OF THE SOUTH LINE OF SAID 37.421 ACRE TRACT AND IN THE NORTH LINE OF THAT CERTAIN TRACT OF LAND CONVEYED TO LUBBOCK LAND INVESTMENT 1, LP, RECORDED IN VOLUME 10469, PAGE 124 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 09' 49" W., ALONG THE WEST PORTION OF THE SOUTH LINE OF SAID 37.421 ACRE TRACT AND THE NORTH LINE OF SAID LUBBOCK LAND INVESTMENT 1, LP TRACT, A DISTANCE OF 260.00 FEET TO A POINT IN THE EAST RIGHT-OF-WAY OF MILWAUKEE AVENUE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 43' 17" E. A DISTANCE OF 292.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS ALONG THE SOUTH LINE OF 82ND STREET, AS MONUMENTED ON THE GROUND. THIS DESCRIPTION IS PREPARED FROM DEED RECORDS AND CONCEPTUAL DRAWINGS FOR ZONING PURPOSES ONLY AND SHALL NOT BE USED FOR ANY OTHER PURPOSE OR CONTRACT.

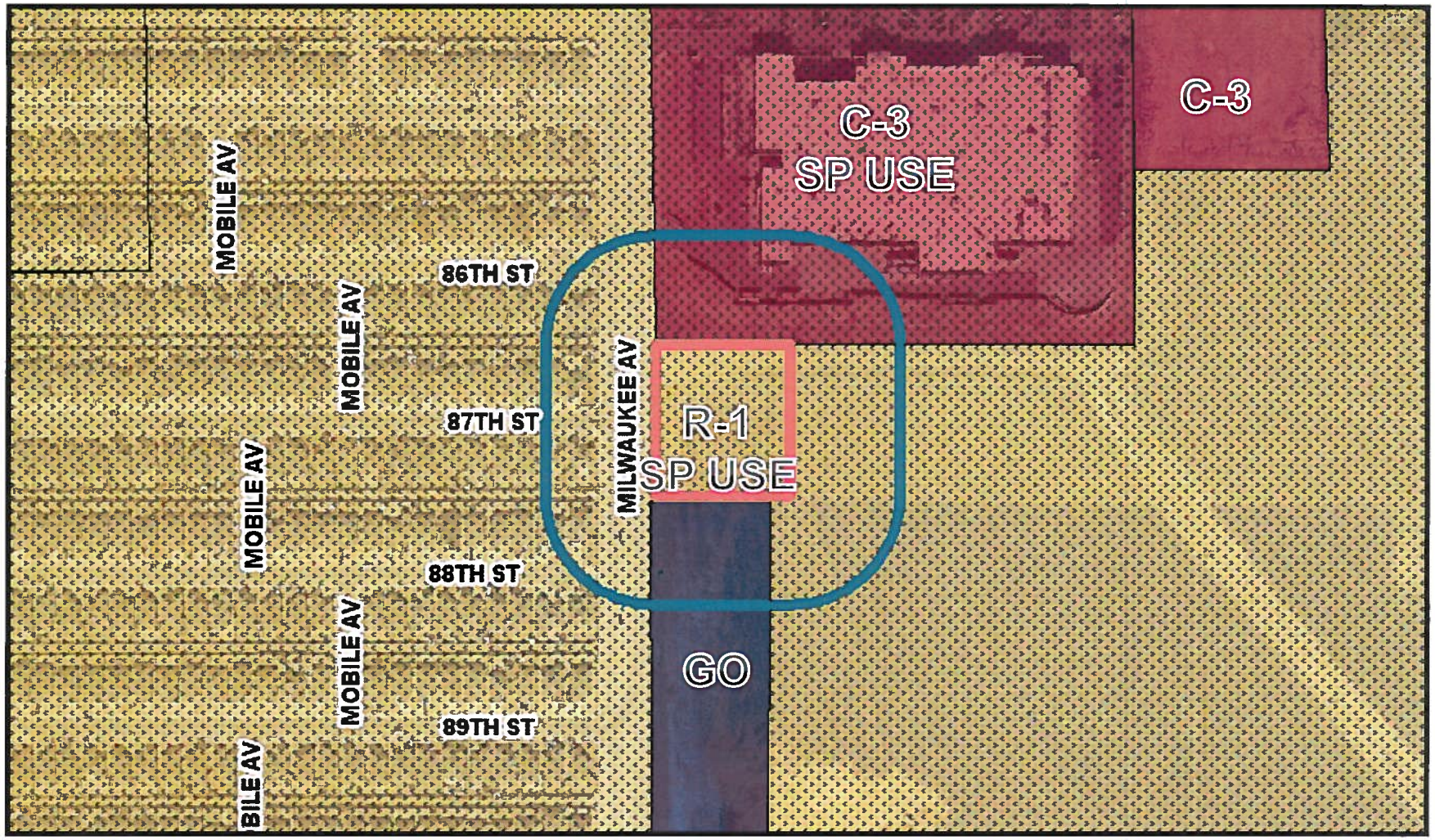


P.Z.C. Case 2895-I



P.Z.C. Case 2895-I

Request of Betenbough Homes for a zoning change from R-1 Specific Use to GO, east of Milwaukee Avenue at 88th Street



P.Z.C. Case 2895-I 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) BETEN BOUGH HOMES

6305 82ND STREET
Street/Post Office Box

LUBBOCK TX 79424
City State Zip

(806) 789-9558
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: _____

Legal Description:* SEE ATTACHED

Existing Land Use: RESIDENTIAL HOUSING **Existing Zoning:** R-1

Acreage or Square Footage of Property: SEE ATTACHED

Zoning Requested: GARDEN OFFICE

Proposed Development: GARDEN OFFICE LOTS

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

Chris Berry
Applicant's Signature

11-8-12
Date

Filing Fee: $481
($475.00 for the first acre; $5.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

Zone Case No.: 2895-I **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____



To whom it may concern,

Betenbough Homes is requesting a zoning change for Valencia Office Park from R-1 to GO, Garden Office. We plan on plating three Garden Office lots that will front Milwuakee Ave; mathcing the proposed layout of Garden Offices from Lubbock Land. This is a 1.7429 acre tract of land. Lot one will be 100'x250', Lot 2 will be 96'x250', and Lot 3 will be 96'x250'. We have attached a site plan that will be sumbitted with the preliminary plating procedures. We thank you for your concideration. Please feel free to contact us with any questions.

Sincerely,

Chris Berry

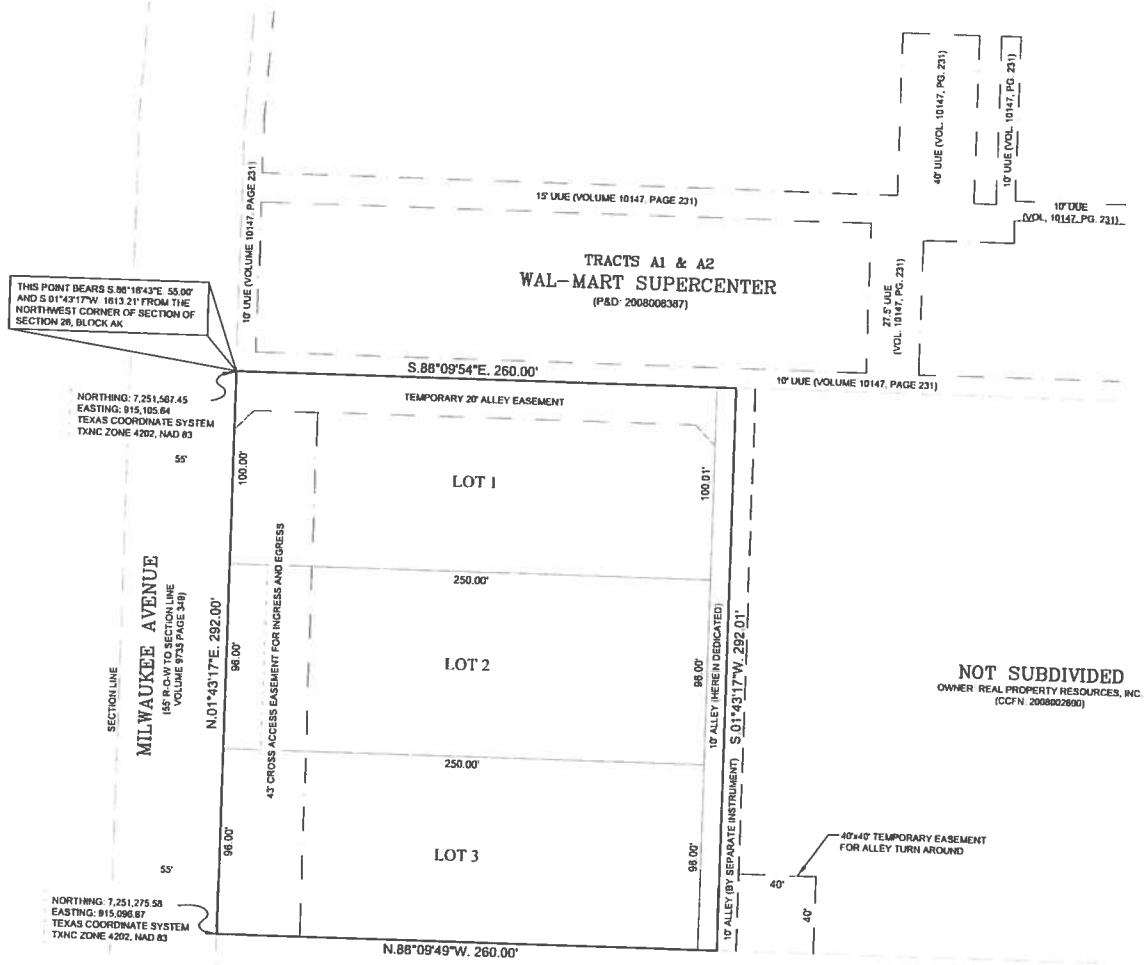
Community Development

Betenbough Homes

LOTS 1, 2, & 3,

VALENCIA OFFICE PARK

AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS



0' 25' 50' 100'

SCALE 1" = 50'.
HEAVY LINES INDICATE PLAT LIMITS.
ALL STREETS, ALLEYS, AND INDICATED EASEMENTS ARE HEREIN DEDICATED.
ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR OR REPLACE ANY LINES, PIPES, CONDUITS OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR UTILITY COMPANY WITHOUT THE CITY OR UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING OR SURFACING OF THE EASEMENTS NECESSITATED BY SUCH REPAIR OR REPLACEMENT. EASEMENTS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.
ALL ELECTRICAL SERVICE WITHIN THE CITY OF LUBBOCK SHALL BE IN ACCORDANCE WITH THE "UNDERGROUND UTILITIES POLICY" STATEMENT OF THE LUBBOCK PLANNING AND ZONING COMMISSION.
ALL EXISTING OR PROPOSED UTILITY SERVICE TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT OF WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH SEPARATE EASEMENT COSTS SHALL BE AT THE EXPENSE OF THE PROPERTY OWNER.
ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING ANY PORTION OF THE FINAL PLAT.
NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.
MINIMUM FLOOR ELEVATION SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY ORDINANCE 10022, AS AMENDED, AND SECTION 28.09.131, SECTION 28.14.004 AND SECTION 30.03.073 OF THE LUBBOCK CODE OF ORDINANCES.
ANY EASEMENTS OR RIGHTS-OF-WAY SHOWN AS "TO BE DEDICATED BY SEPARATE INSTRUMENT" ARE SHOWN HEREON FOR INFORMATION PURPOSES ONLY. THIS PLAT DOES NOT DEDICATE SAID EASEMENTS.
DRE = DRAINAGE EASEMENT.
PAE = PEDESTRIAN ACCESS EASEMENT.
SPEC = SOUTH PLAINS ELECTRIC COOPERATIVE.
TPE = 4' X 6' TRANSFORMER PAD EASEMENT (SPEC). (PREVIOUSLY DEDICATED).
USE = UNDERGROUND STREETLIGHT EASEMENT.
UUE = UNDERGROUND UTILITY EASEMENT.
PMRD = PHYSICAL MONUMENT OF RECORD DIGNITY.
CCFN = COUNTY CLERK'S FILE NUMBER.
ALL PLAT LIMITS AND LOT CORNERS MONUMENTED WITH 1/2" IRON ROD WITH CAP MARKED "STEVENS RPLS 4339", UNLESS OTHERWISE SPECIFIED.
BEARINGS ARE RELATIVE TO GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD 83, AS DETERMINED BY GPS OBSERVATIONS ALONG THE SOUTH LINE OF 82ND STREET, BEING S. 88°05'40" E. CONVERGENCE TO TRUE NORTH BEARINGS IS -01°52'56". DISTANCES ARE SURFACE.
DESCRIPTION OF THESE PLAT LIMITS ARE ON A SEPARATE DOCUMENT, OF SAME DATE HEREWITH.
THIS TRACT CONTAINS 1.7429 ACRES OF LAND.

APPROVED THIS _____ DAY OF _____, 20 _____, BY THE CITY PLANNING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

FINAL FOR REVIEW
DO NOT RECORD

PRELIMINARY, THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE

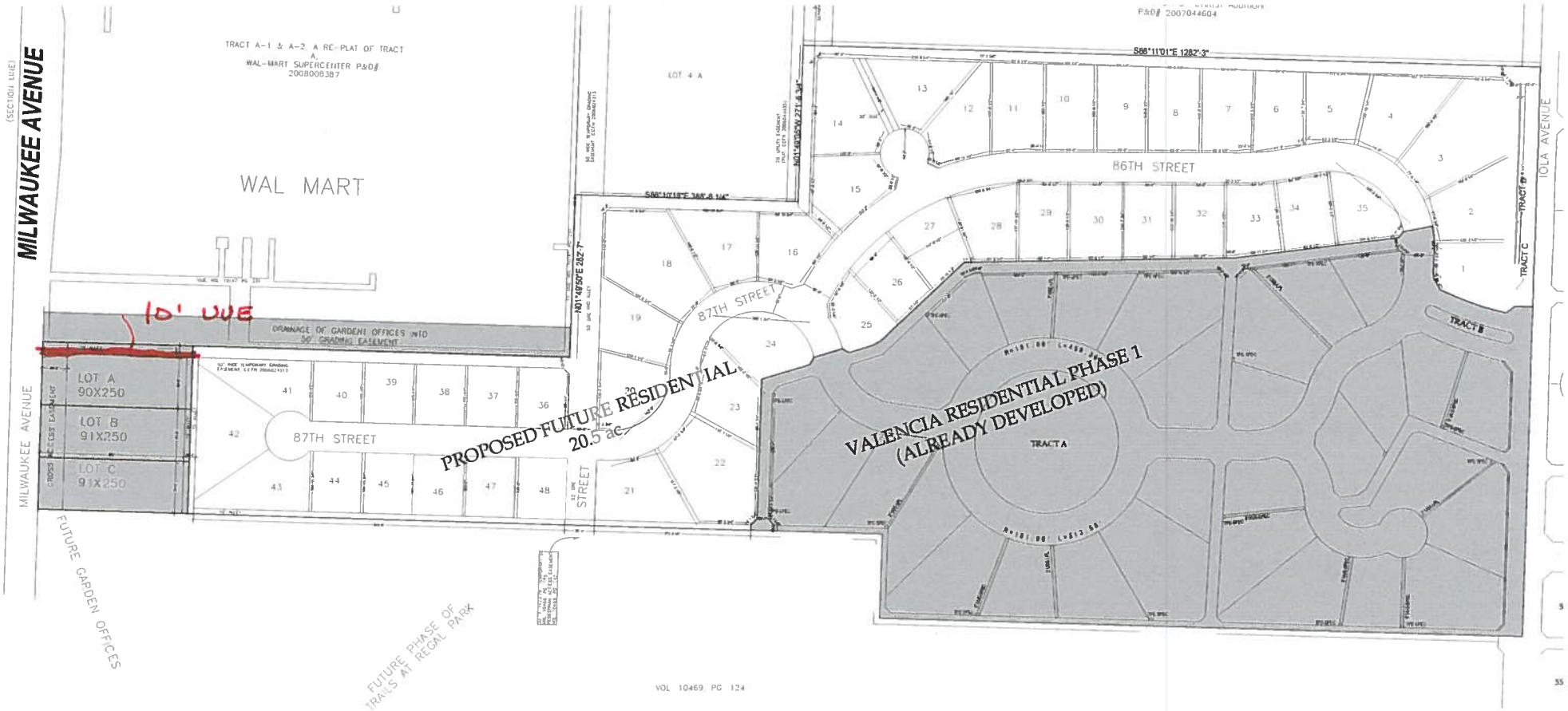
THIS DOCUMENT IS RELEASED FOR REVIEW PURPOSES ONLY.

RELEASE DATE: NOVEMBER 13, 2012

STEVENS SURVEYING
(806) 687-1589
6310 GENOA SUITE A
LUBBOCK, TX 79424
DSC

JOB#: 121030

© 2012 ALL RIGHTS RESERVED


MILWAUKEE AVENUE
(SECTION LINE)
TRACT A-1 & A-2 A RE-PLAT OF TRACT A, WAL-MART SUPERCENTER P&DI 2008008387
WAL MART
LOT 4 A
P&DI 2007044604
S86°11'01"E 1282.3'
86TH STREET
87TH STREET
10' UUE
DRAINAGE OF GARDENT OFFICES INTO 50' DRAINAGE EASEMENT
LOT A 90X250
LOT B 91X250
LOT C 91X250
PROPOSED FUTURE RESIDENTIAL 20.5 ac.
VALENCIA RESIDENTIAL PHASE 1 (ALREADY DEVELOPED)
TRACT A
TRACT B
TRACT C
IOLA AVENUE
FUTURE GARDEN OFFICES
FUTURE PHASE OF TRAILS AT REGAL PARK
VOL 10469 PG 124
(55' R-O-W TO SECTION LINE VOL 9735 PG 349)

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.: 2895-I**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
NOV 29 RFC'D
PLANNING DEPARTMENT

Print Name LORRAINE M. HOPSON

Signature: Lorraine M. Hopson

Address: 6503 87th Street Lubbock Tx 79424

Address of Property Owned: As above

Zone Case Number: 2895-I 80124
HOPSON, LORRAINE M
6503 87TH ST

LUBBOCK TX 79424

Regular City Council Meeting **5. 24.**

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 2904-F. Ordinance 2013-O0006. Consider the request of the City of Lubbock for a zoning change from M-2, C-4, and C-4 Specific Use to IHC on Lots 1 – 15, and the east part of Lots 16 – 21, Block 31, Easley Addition; Lots 1 – 15 and Lots 26 - 30, Low & McNabb Addition; Lots 1 – 9, Block 2, Lots 1 – 4, Block 7 and Lot 8, Block 10, Richmond Second Addition and adjacent Railroad Right-of-Way; Tract B, R.C. Taylor Addition and adjacent Railroad Right-of-Way; Lots 12 – 21, Block 7, William Tubbs Addition (east of North Avenue Q Drive, north of 3rd Street, west of Avenue M, and south of 2nd Street).

Item Summary

On January 10, 2013, the City Council approved the first reading of the ordinance as amended in the legal description.

The request is to zone numerous parcels from C-4 (heavy commercial), M-1 (light industrial) and M-2 (heavy industrial to IHC (Interstate Commercial) in the area between Avenue Q and the east curve of the railroad, from 3rd Street to 2nd Street.

At this point, there are no proposed new land uses in the area other than Desert Tanks gearing up for full production. Please note the comments below for the history and purpose.

Adjacent Land Uses:
North: (Residential), Zoned R-1 (single family)
South: (Commercial), Zoned Interstate Commercial
East: (Residential), Zoned R-1
West: (Commercial), Zoned primarily C-4

Planning and Zoning (P&Z) Public Hearing Notes:
During the hearing, the staff presented these comments as an introduction. Representatives from the Guadalupe Neighborhood Association were at the meeting in support of the proposed change, as well as, several individual property owners. Mr. Tim Pridmore represented Desert Tanks to appeal that the zoning not be changed on the former Falcon Steel parcel, because of the introduction of a new and viable business to the site. Desert Tanks has cleaned up the parcel significantly, created forty new jobs with the assistance of LEDA, and hopes to double or triple business within the next few years, because of the dramatic increase in tank demand from the fracturing oil drilling business. Desert Tanks has worked with the neighborhood association and adjacent church, and wants to remain a good neighbor. Nonconforming status will hurt their growth potential.

Mr. Pridmore indicates Desert Tanks is in opposition to the change on their parcel. Another owner, Mr. Gene Whitney has owned a number of lots west of Avenue P for years and does not want to lose the current M-2 zoning. He also asked to be deleted from the case. One other letter of opposition is in the back-up. Other than the staff presentation as the applicant, three individuals spoke during the public portion of the meeting.

Victor Hernandez appeared as a representative of the residents that live in the Guadalupe neighborhood. He has

had discussions for several years with the Planning Department regarding which proposals would be available to soften the impact of the uses along the railroad and the adjacent neighborhood. With the completion of the connection of Marsha Sharp to I-27, the process of rezoning was mutually agreed upon, as was accomplished along the areas immediately adjacent to the new service road several years ago. While IHC may still not be the most compatible adjacent land use, it is certainly a positive move from the concrete plant and the other heavy industrial and stack lot uses in the vicinity.

Impact on the Comprehensive Land Use Plan (CLUP):
As background for the proposed zone change, traditionally Hispanic neighborhood living areas were primarily located in the river bed of the Yellowhouse Canyon going back to the 1950s or before. A number of these residents moved to the area now called Guadalupe which was platted on the area above the Canyon rim as the Richmond 2nd Addition in 1907. The current Guadalupe neighborhood was first replatted in the early 1970s by the Urban Renewal Agency. After the tornado in 1970, tragically, most of the lives lost were in this immediate vicinity.

The City of Lubbock, during the 1960s, created the Urban Renewal Agency, an extension of the Housing and Urban Development (HUD) branch of the Federal Government, in Lubbock. Subsequent to the tornado in 1970 an extensive amount of Federal funding, along with local bond funding, was acquired to create what we now know as the Jim Bertram Canyon Lakes System. Prior to this massive cleanup, the Canyon had been treated as a dump and waste area since Lubbock was first occupied in the early 1890s. In addition to the Canyon Lakes, the Urban Renewal Agency was funded with a significant amount, and the review process for “urban renewal” identified the Guadalupe area as a major target area and implemented the replatted subdivision and initiation of single family redevelopment.

Another phenomenon affecting this area was the construction of the Coleman cutoff, which matured into the main Santa Fe line connecting Clovis and Snyder. It was built through Lubbock from 1907 to 1911. Much of the land adjacent to the railroad in Lubbock was developed as industrial to accommodate business locations that needed access to the railroad. Actual zoning was originally adopted in Lubbock in 1943 and the immediate area under discussion was zoned “K” (industrial) and “L” (1st manufacturing). The former Richmond 2nd Addition was zoned “E” (multifamily). Thus, the beginnings of the current clash between adjacent land uses.

These types of land use relationships are not encouraged by the Planning process now, to say the least. But, it is a condition that we have inherited.

The proposal is to rezone the area immediately south of the neighborhood, from 2nd Street, to Interstate Commercial; and while it is heavy commercial, it is very different from the heavy industrial uses that the current M-2 designation allows. By rezoning, the existing business locations become nonconforming, or the term “grandfathered” is often used. Five legal steps within the Zoning Code are associated with nonconforming:

1. The existing uses may continue as long as they operate, regardless of the owner. At the time the property becomes nonconforming; the use of the property is “frozen” with what is there at the time, and may not be expanded subject to #2.

2. Should the owner of an existing nonconforming business wish to expand, a request is provided by the Zoning Code for consideration by the Zoning Board of Adjustment, subsequent to a public hearing. The outcome of those hearings cannot be forecast.

3. If the property is sold and a new owner proposes a use that is industrial but not essentially the same (comparable) to the use today, the new use must move down to an allowed use in the M-1 District.

4. If another use is proposed that does not match the comparability of the M-1 use, the use must move down another level to what would amount to C-4, or in this case the Interstate Commercial that is comparable with the inclusion of design standards.

5. If the current use is idle for one year, the nonconforming status expires and any new business must conform to the new zoning district, in this instance, Interstate Commercial.

The legal and practical theory behind nonconforming is that eventually, and often over a long period, the land will move toward conformity with the new zoning while allowing for a stepping down of uses for the permitted uses on the land rather than all at one time. This process is equitable and prevents any “taking” discussion.

The staff is supportive of the concept, because of the long term objective, and understands any concern on the part of current business owners. A number of responses from owners of tracts, across the City, express concern about losing the potential for future sale or expansion when re-zoning is considered in their area. Those concerns are legitimate, the question at hand for the City Council is whether the community is going to move forward with a remediation of a poor land use relationship or allow it to remain in place.

The recommendation from the Planning and Zoning Commission is for the zoning to be amended within the original notice area minus the one Desert Tank tract and adjacent railroad right of way. With that tract removed by the Commission it is no longer a part of the rezoning discussion.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planning and Zoning Commission recommends the zoning to be amended within the original notice area minus the one Desert Tank tract and adjacent railroad right of way.

Attachments

Ordinance - Zone Case 2904-F

Backup - Zone Case 2904-F

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2904-F;** A ZONING CHANGE FROM **M-2, C-4 AND C-4 SPECIFIC USE** TO **IHC**, ON **LOTS 1-15, AND THE EAST PART OF LOTS 16-21, BLOCK 31, EASLEY ADDITION; LOTS 1-30, LOW & MCNABB ADDITION; LOTS 1-9, BLOCK 2, LOTS 1-4, BLOCK 7 AND LOT 8, BLOCK 10, RICHMOND SECOND ADDITION AND ADJACENT RAILROAD RIGHT-OF-WAY; TRACT B, R.C. TAYLOR ADDITION AND ADJACENT RAILROAD RIGHT-OF-WAY; LOTS 12-21, BLOCK 7, WILLIAM TUBBS 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. 2904-F

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **M-2, C-4, and C-4** Specific Use to **IHC** on **Lots 1-15, and the east part of Lots 16-21, Block 31, Easley Addition; Lots 1-30, Low & McNabb Addition, Lots 1-9, Block 2, Lots 1-4, Block 7 and Lot 8, Block 10, Richmond Second Addition and adjacent Railroad Right-of-Way; Tract B, R.C., Taylor Addition and adjacent Railroad Right-of-Way; Lots 12-21, Block 7, William Tubbs Addition,** City of Lubbock, Lubbock County, Texas, located at **east of North Avenue Q Drive, north of 3rd Street, west of Avenue M, and south of 2nd 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

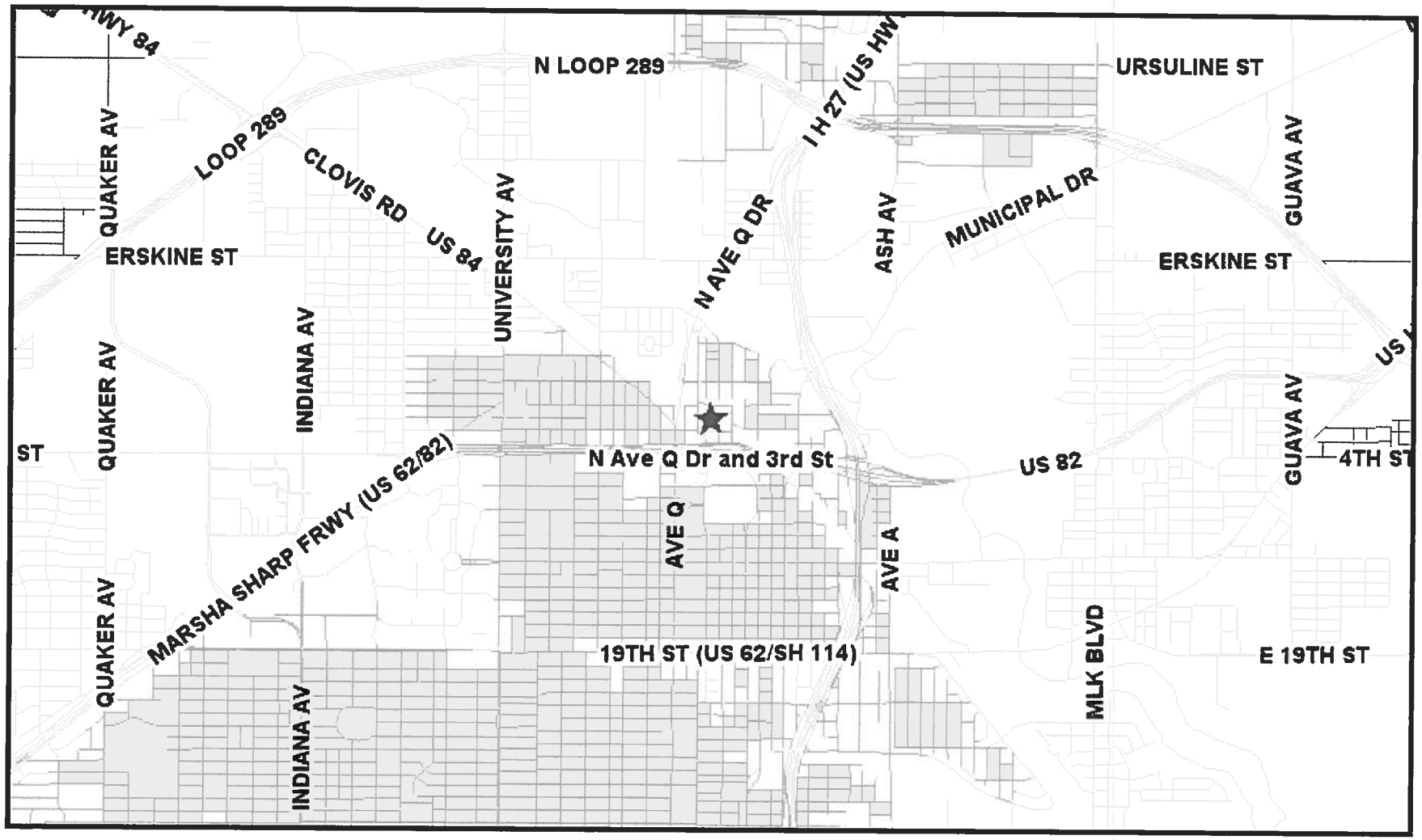
APPROVED AS TO CONTENT:

Randy Henson, Director of Planning

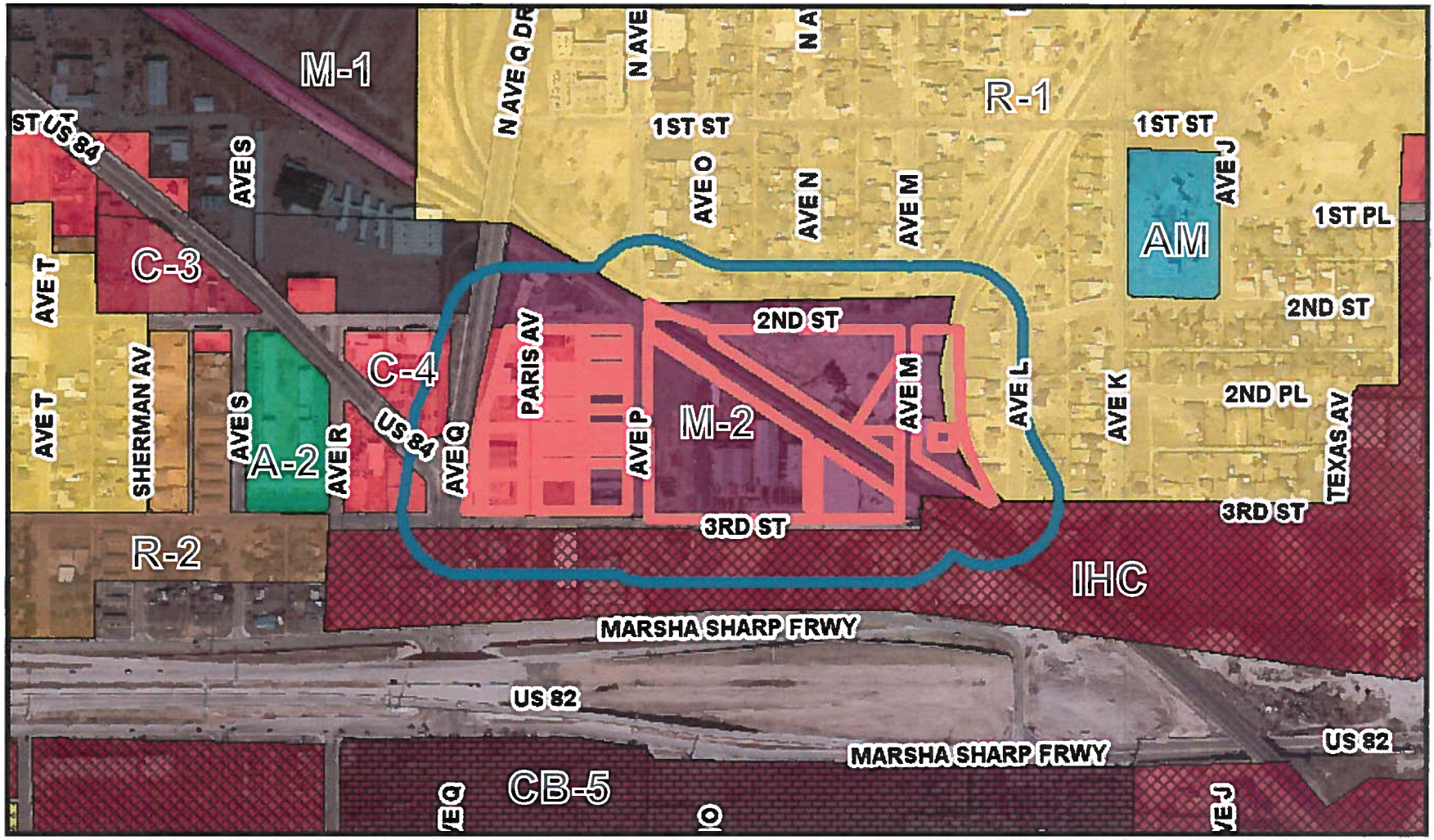
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

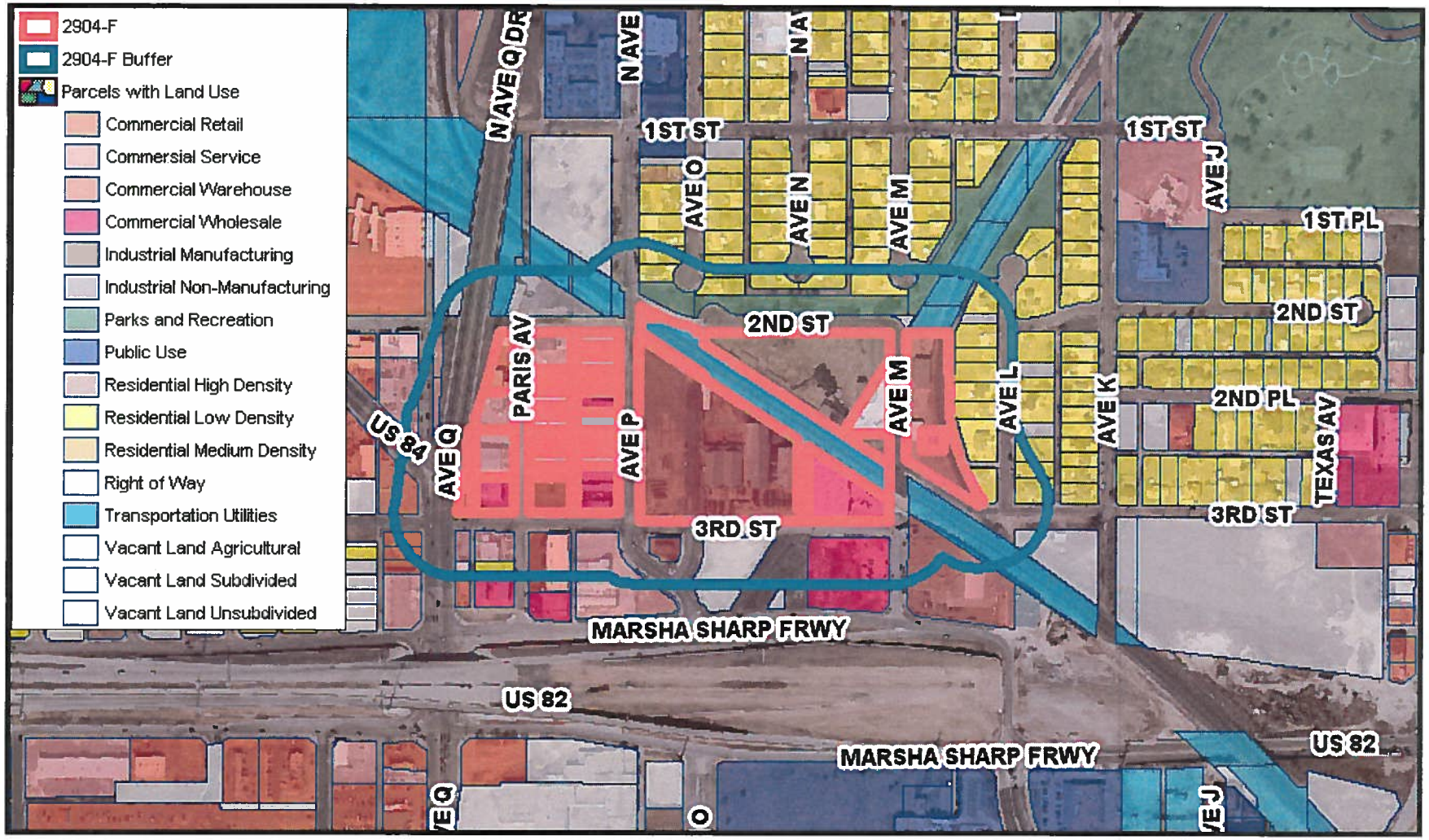
vw/CityAtt/Chad/Zones/ZC2904-C
December 4, 2012



P.Z.C. Case 2904-F



P.Z.C. Case 2904-F Zoning



P.Z.C. Case 2904-F

Request of City of Lubbock for a zoning change from M-2, C-4, and C-4 Specific Use to IHC, east of North Avenue Q Drive, north of 3rd Street, west of Avenue M, and south of 2nd Street

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) City of Lubbock **For** _____

Box 2000
Street/Post Office Box

Lubbock Tx 79457
City State Zip

( ) 806 775 2103
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: Attached

Legal Description:* Attached

Existing Land Use: Commercial and Industrial **Existing Zoning:** M-2

Acreage or Square Footage of Property: _____

Zoning Requested: Interstate Commercial (IHC)

Proposed Development: None At Present

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

Randy Henson
Applicant's Signature

11-9-2012
Date

Filing Fee: N/A
($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.**

No receipt

For City Use Only

MLB

Map

Zone Case No.: ~~5747~~ 2904-F **Agenda No.:** _____

Request for zoning change from: M-2, C-4, C-4 Spec Use **To:** IHC

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

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.:** ***2904-F***

In Favor of ____

Opposed ✓

RECEIVED
NOV 30 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

The proposed change will reduce the value of my property

Print Name HENRY E. WHITNEY

Signature: Henry E Whitney

Address: 5511 - 42ST

Address of Property Owned: 216 - 232 - AVE P

Zone Case Number: **2904-F** 30928
WHITNEY HENRY E
5511 42ND ST

LUBBOCK TX 79414-1201

(2)

5511-42nd Street
Lubbock, Texas 79414
November 29, 2012

Planning and Zoning Commission
City of Lubbock
1625-13th Street
Lubbock, Texas 79401

Re: Zoning Case No. 2904F

I bought the property at Third Street and Avenue P over fifty years ago to build a building for a small manufacturing concern. The company is no longer in business and the building is vacant.

If the subject zoning case is approved, my future uses for the property will be diminished, putting me at a financial disadvantage. I strongly oppose any changes from the current M2 zoning.

Sincerely,

H. E. Whitney

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.: 2904-F**

In Favor of ___

Opposed X

Reasons and/or Comments:
No Need To change The ZONING RIGHT NOW

RECEIVED
DEC 03 RFC'D
PLANNING DEPARTMENT

Print Name Louis L. Howard

Signature: Louis L Howard

Address: 212 AVE P

Address of Property Owned: 212 AVE P
Lubbock, Tex 79401

32 of 49

Zone Case Number: **2904-F** 30931
HOWARD LOUIS L
212 AVENUE P

LUBBOCK TX 79401-1232

2

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.: 2904-F**

In Favor of X

Opposed ___

Reasons and/or Comments:

RECEIVED
DEC 03 RECD
PLANNING DEPARTMENT

Print Name Rev. Martin Pina

Signature: Rev. Martin Pina

Address: 102 N. P. Lubbock

Address of Property Owned: Roman Catholic Diocese Lubbock
Bishop Rodrigue

33 of 49

Zone Case Number: 2904-F 30932
ROMAN CATHOLIC DIOCESE OF
% BISHOP PLACIDO RODRIGUE
102 N AVE P

LUBBOCK TX 79401-1230

Regular City Council Meeting **5. 25.**

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3196. Ordinance 2013-O0005. Consider a request from Lubbock County Hospital District for a zoning change from R-2 to IHC for a medical clinic on the east 127.5 feet of Lots 11 through 13, Block 2, Smith Collier Addition (4101 and 4105 Interstate 27 and 546 42nd Street).

Item Summary

On January 10, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is to zone the east half of several parcels from residential (R-2, duplex) to Interstate Commercial (IHC). The west half of the parcels adjacent to I-27 are already Interstate Commercial.

Proposed Land Use:
The applicant is the Lubbock County Hospital District and the proposed use of the parcel, combined with existing IHC adjacent to I-27 will be a medical clinic.

Adjacent Land Uses:
North: Zoned Interstate Commercial
South: (Residential), Zoned single family and duplex zoning
East: (Commercial), Zoned Interstate Commercial
West: (Residential), Zoned for duplex development

Planning and Zoning (P&Z) Public Hearing Notes:
Only the applicant appeared before the Planning Commission.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal is within the area designated as the Interstate Policy Plan for I-27 as redevelopment occurs along the freeway. While the proposal does not take out an entire block, with screening, the medical facility should not be a detraction to the area. In fact, the extension of services from the Hospital District for this portion of the community should be an asset. The Planning Staff supports the request. Drive approach provision from the service road will be administered by the Texas Department of Transportation. No alley closure will be required as the three parcels are oriented toward the Interstate with an alley to the east.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
Planing and Zoning Commission

Attachments

Ordinance - Zone Case 3196

Backup - Zone Case 3196

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. 3196;** A ZONING CHANGE FROM **R-2** TO **IHC** ZONING DISTRICT ON **THE EAST 127.5 FEET OF LOTS 11 THROUGH 13, BLOCK 2, SMITH COLLIER 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, 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. 3196

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-2** to **IHC** zoning district on **the east 127.5 feet of Lots 11 through 13, Block 2, Smith Collier Addition**, City of Lubbock, Lubbock County, Texas, located at **4101 and 4105 Interstate 27 and 546 42nd 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

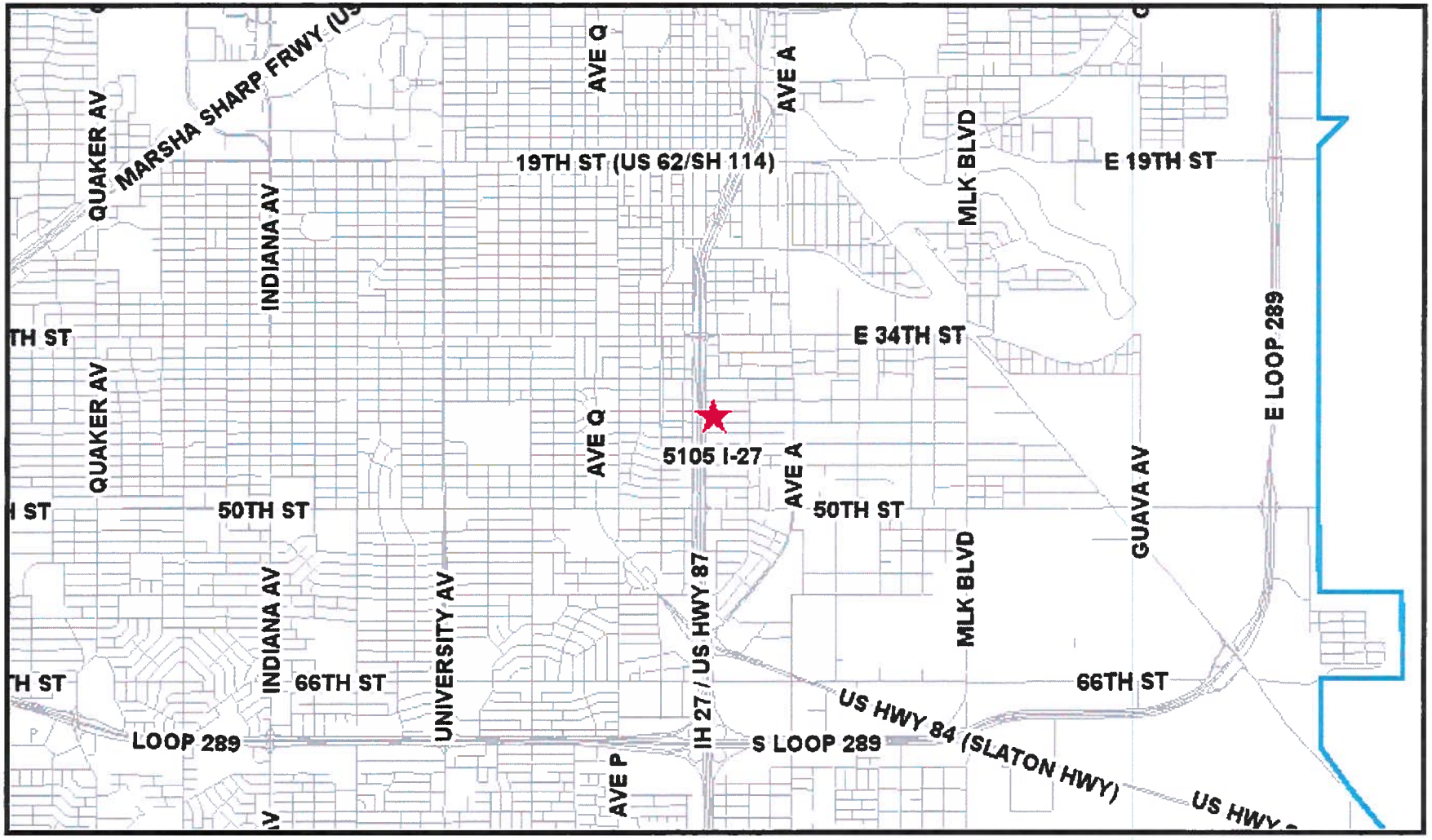
APPROVED AS TO CONTENT:

_____
Randy Henson, Director of Planning

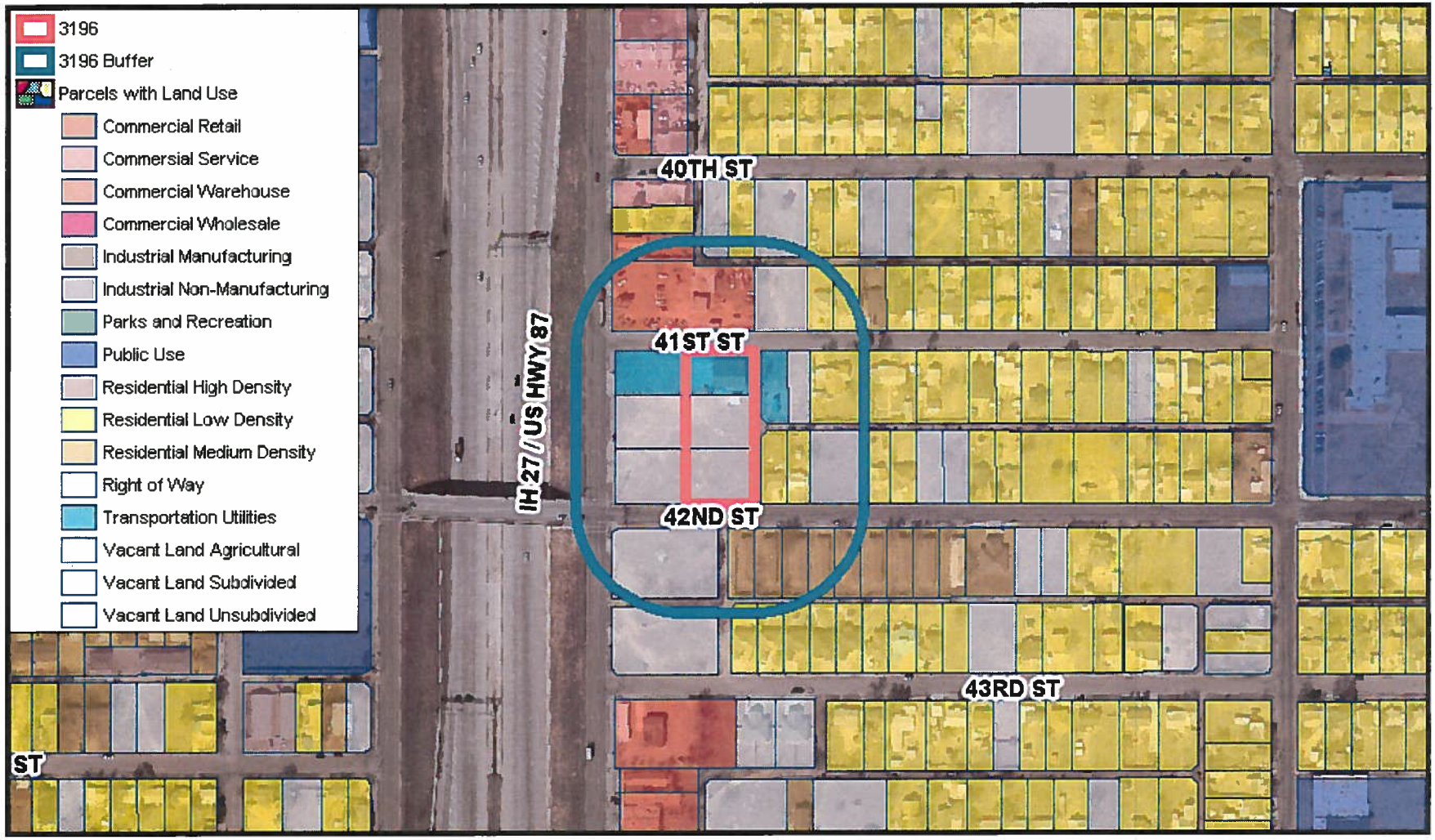
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3196
December 4, 2012

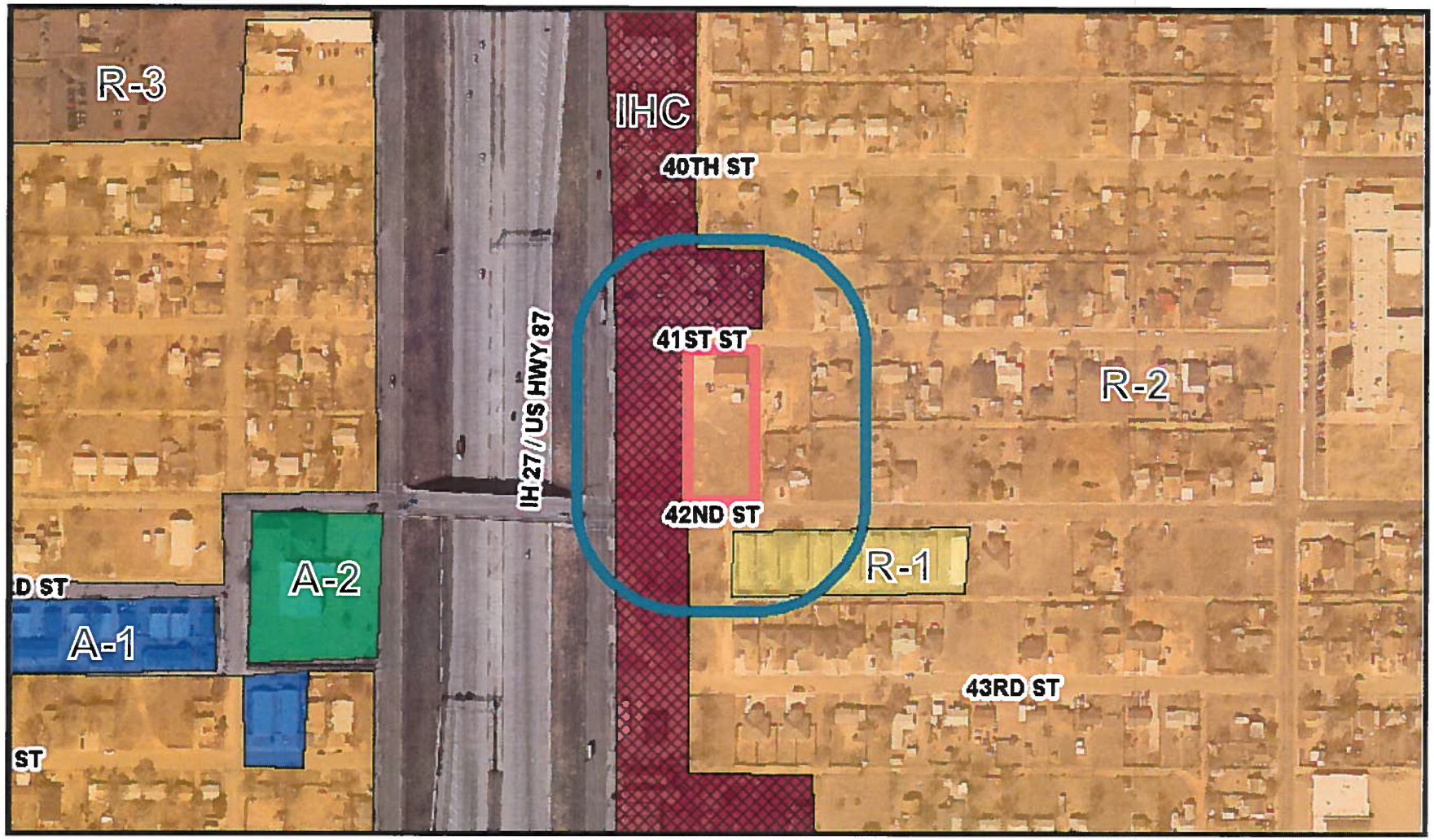


P.Z.C. Case 3196



P.Z.C. Case 3196

Request of Lubbock County Hospital District for a zoning change from R-2 to IHC for a medical clinic, 4101 and 4105 Interstate 27 and 546 42nd Street



P.Z.C. Case 3196 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Lubbock County Hospital District

602 Indiana Avenue
Street/Post Office Box

Lubbock TX 79415
City State Zip

(806) 775-8516 Attn: Jim Johnson
Telephone

For Lubbock County Hospital District

602 Indiana Avenue
Street/Post Office Box

Lubbock TX 79415
City State Zip

(806) 775-8516
Telephone

Location or Address: 546 42nd Street, Lubbock, TX 79404 4101/4105 Interstate 27

Legal Description:* Smith Collier BLK 2 L 13, L12 & L 11

Existing Land Use: Undeveloped

Existing Zoning: C-2 (front), R-2 (Rear

Acreage or Square Footage of Property: Approximately 27,142.5 sq feet

Zoning Requested: IHC - Interstate Highway Commercial

Proposed Development: Medical Clinic Facility and Parking for Facility

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

Applicant's Signature

11-13-12
Date

Filing Fee: $165
($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.**

CHCK: 1023584 Reciept

For City Use Only

PIN 56168, 56167, 56166 maps

Zone Case No.: 3196

Agenda No.: _____

Request for zoning change from: C-2, R-2 IHC

To: IHC

on Lot(s): 13, 12, 11

Block(s): 2

Subdivision: Smith Collier

Address: 4101 and 4105 I-27, 546 42nd St

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Lubbock County Hospital District

602 Indiana Avenue
Street/Post Office Box

Lubbock TX 79415
City State Zip

(806) 775-8516 Attn: Jim Johnson
Telephone

For Lubbock County Hospital District

602 Indiana Avenue
Street/Post Office Box

Lubbock TX 79415
City State Zip

(806) 775-8516
Telephone

Location or Address: 4101/4105 Interstate 27, Lubbock, TX 79404

Legal Description:* Smith Collier Addition All Lots 11 & 12 Blk 2

Existing Land Use: Undeveloped /Warehouse **Existing Zoning:** Commercial

Acreage or Square Footage of Property: Approximately 49,034 sq feet

Zoning Requested: IHC - Interstate Highway Commercial

Proposed Development: Medical Clinic Facility and Parking for Facility

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

Applicant's Signature

11-13-12
Date

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

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

For City Use Only

Zone Case No.: _____ **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** _____

Regular City Council Meeting **5. 26.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Facilities Management: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to a Professional Services Contract with Wiginton Hooker Jeffry Architects (WHJA) of Plano, Texas for the design of new Fire Station 19, 5826 98th Street, Lubbock, Texas, RFQ 12-10513-MA.

Item Summary

Amendment No. 1 includes additional professional services related to the design, plans, specifications, and estimates of the construction of new Fire Station 19, located at 5826 98th Street, Lubbock, Texas. The original contract included the final design for the construction of a new multi-company fire station. Scope included all aspects of design (including site civil, landscaping, structural, architectural, plumbing, fire protection, mechanical and electrical) in accordance with the current City of Lubbock adopted International Building Code, Bid Phase, Construction Administration, and project close-out.

City Council awarded the original contract to Wiginton Hooker Jeffry Architects, on July 12, 2012. The original contract had a building floor plan of approximately 10,000 gross square feet. The amended floor plan increases the floor plan to 12,130 gross square feet. This increase includes a training room, adjustments to accommodate the dive team functions, and facility space adjustments for compliance with the new accessibility code (ADA).

The Amendment also has an increase due to the design and construction documents for a new 40' X 80' Storage/CPAT Building. This building will be added to the construction documents as an add alternate. The construction materials of this facility will match the main station. The location of the building will be on the existing lot, northwest of the new station.

The total contract amount will increase the original contract by $45,000, bringing the new contract amount to $260,000. An additional 75 days will be added to the original contract terms.

Fiscal Impact

$2,797,000 is appropriated in Capital Improvement Project No. 92259, Fire Station No. 19, with $45,000 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager
Mike Kemp, Fire Chief

Attachments

Resolution & Amendment 1 - Fire Station 19

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Contract No. 10513 dated July 12, 2012 for professional services related to the construction of Fire Station 19, by and between the City of Lubbock and Wiginton Hooker Jeffry, P.C. – Architects of Plano, Texas, 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:

_____
Wesley D. Everett, Director of Facilities

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #1 Contract-Wiginton Hooker
January 15, 2013

Amendment 1
To Agreement Between
The City of Lubbock, TX
and
Wiginton Hooker Jeffry, P.C. Architects

THIS IS AN AMENDMENT TO THE AGREEMENT dated and entered into the 31st day of January 2013 by and between the City of Lubbock ("City") and Wiginton Hooker Jeffry, P.C. Architects ("WHJA") 500 North Central Expressway, Suite 300, Plano, Texas 75074.

WHJA has entered into the agreement with the City for providing professional services relating to the design, plans, specifications, and estimates of the construction of Fire Station 19, located at 5826 98th Street, Lubbock, Texas. The original Agreement was approved by City Council on July 12, 2012, Resolution No. 2012-RO274.

This amendment includes work associated with the additional professional services associated with the project scope and an additional alternative storage/CPAT Building, as stated in Attachments A and B, attached hereto.

This amendment increases the original amount by $45,000. The amendment also includes an additional seventy-five (75) days from the expiration date of the original Agreement.

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

IN WITNESS HEREOF, the parties have executed this Agreement as of this 31st day of January, 2013.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

Wiginton Hooker Jeffry, P.C. - Architects

Lance Melton, AIA, LEED AP
Vice President

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Wes Everett, Director Facilities Management

APPROVED AS TO FORM:

City Attorney's Office

WIGINTON HOOKER JEFFRY, PC ARCHITECTS
500 N. Central Expressway Suite 300 Plano, Texas 75074 ph 972.665.0657 fx 972.665.0656 www.whjarch.com

January 2, 2013

via email
weverett@mail.ci.lubbock.tx.us

Wesley Everett
Director of Facilities Management
City of Lubbock
1625 13th Street
Lubbock, TX 79401

Re: Fire Station #19 - A/E Additional Services for Increased Project Scope

Mr. Everett:

We have enjoyed working with you, George Lisenbe, Chief Kemp and the rest of the Fire Administration through the schematic design process. The time spent to date has proven critical for you and the fire department leadership to properly determine your needs. Though the requested, submitted, and approved schematic design exceeded the original contract agreement, it became evident that it was needed to meet the department function at this new facility for now and many years to come.

The following outlines the additional services delivered to date for the Lubbock Fire Station #19. Per articles 1.1 and 4.3.1.1 of the prime agreement executed on July 12, 2012, the following adjustments to the agreed upon scope have been requested by fire administration with support from you and George.

1. Increase building gross square footage from 10,000 (ref. article 1.1) to 12,130. This increase includes an added training room, adjustments to accommodate the dive team functions, and facility space adjustments for compliance with the new accessibility code (ADA). After many site-adapt station designs were reviewed and considered, the resultant effort created a new unique station design (ref. article 1.1) in plan and exterior aesthetic specific to the Lubbock Fire Department needs.
2. Due to the adjustments of scope, the project delivery per Part II, shall be adjusted by 75 days.

The additional service negotiated with you and Chief Kemp for this increased scope is $25,000.

Please sign below and we continue with the design as requested. Again, thank you very much for the opportunity to serve you.

Sincerely,
Wiginton Hooker Jeffry, P.C. – Architects

Lance Melton, AIA, LEED AP
Vice President

DALLAS
AUSTIN
HOUSTON

WIGINTON HOOKER JEFFRY, PC ARCHITECTS
500 N. Central Expressway Suite 300 Plano, Texas 75074 ph 972.665.0657 fx 972.665.0656 www.whjarch.com

January 4, 2013

via email
weverett@mail.ci.lubbock.tx.us

Wesley Everett
Director of Facilities Management
City of Lubbock
1625 13th Street
Lubbock, TX 79401

Re: Fire Station #19 - A/E Additional Services for Add Alternate Storage / CPAT Building

Mr. Everett:

Per the collective request of Chief Kemp, George Lisenbe, and yourself, please accept and approve the following additional A/E services per article 4.3.1.6 of the contract.

The requested add alternate for the A/E team to include in our design and construction documents to be part of the bid packaged along with the original scope of the project.

1. New 40'x80' Storage / CPAT Building
2. Located on the Fire Station 19 site as indicated on the approved schematic design submission.
3. Match construction type (including foundation design), roof and fenestration of fire station
4. 14 feet tall eve walls
5. 3 – 12 feet tall and wide standard overheard doors (no high speed necessary) on 80' side of building.
6. 1 – 3'-6"x7' man door located on south wall closer to west side.
7. No interior partitions / rooms
8. No Air Conditioning
9. Radiant Heat
10. Additional site paving as needed for vehicular access to overhead doors on east side of building and walking access to south end man door.
11. The geotechnical investigation report results and recommendations for the main fire station building will be used for this storage building.
12. Provide mechanically assisted natural ventilation (either large ceiling fans or exhaust fans with manual controls).

The construction budget for the project will need to be increased accordingly.

The additional service negotiated with you and Chief Kemp for this increased scope is $20,000.

Please sign below and we continue with the design as requested.

Sincerely,
Wiginton Hooker Jeffry, P.C. – Architects

Lance Melton, AIA, LEED AP
Vice President

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number	92259
Capital Project Name	Fire Station No. 19

	Budget
Encumbered/Expended	
Land Acquisition	$ 296,868
Bid Cost	327
Ztron Auxiliary Status Panel	5,211
WHJ Architects, PC	215,000
Agenda Items- January 31, 2013 Council Meeting	
WHJ Architects, PC Amendment 1	45,000
Encumbered/Expended To Date	562,406
Estimated Costs for Remaining Appropriation	
Construction	2,234,594
Remaining Appropriation	2,234,594
Total Appropriation	$ 2,797,000

Project Name **Multi-Company Fire Station #19** *Project Number* **92259**

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Construction of a multi-company fire station to serve the area south of 98th Street between Frankford Avenue and Alcove Avenue south of FM 1585. The fire station will be located at 5826 98th Street.

The fire station was approved in the 2009 Bond Election.

Project Justification

Growth and development require the construction of a fire station in the area to allow the current service level of fire protection services throughout Lubbock.

Project History

$297,000 was appropriated in FY 2010-11 Budget Amendment No. 10, Ord. No. 2011-O0046, June 9, 2011.
$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$2.25 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
Land Acquisition	297,000	0	0	0	0	0	0	297,000
Construction	0	2,090,000	0	0	0	0	0	2,090,000
Design and Engineering	250,000	0	0	0	0	0	0	250,000
Furnishings	0	100,000	0	0	0	0	0	100,000
Other Activities	0	60,000	0	0	0	0	0	60,000
Total Project Appropriation	547,000	2,250,000	0	0	0	0	0	2,797,000

			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 2010 General Obligation Bonds	297,000	0	0	0	0	0	0	297,000
FY 2012 General Obligation Bonds	250,000	0	0	0	0	0	0	250,000
FY 2013 General Obligation Bonds	0	2,250,000	0	0	0	0	0	2,250,000
Total Funding Sources	547,000	2,250,000	0	0	0	0	0	2,797,000

Regular City Council Meeting **5. 27.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution- Radio Shop: Consider a resolution authorizing the Mayor to execute contract 11004 with Dailey & Wells Communications, Inc., for a two-way radio system upgrade.

Item Summary

The terrorist attacks of 9/11 uncovered a major flaw in emergency communications. First responders and emergency personnel could not communicate with each other, because the different agencies involved used proprietary radio systems which were incompatible. This prompted the Federal Communications Commission to adopt a set of standards, known as P25, that allow interoperability between radios from different manufacturers. The FCC mandated that all manufacturers of public safety communications equipment offer P25 compliant systems.

The City of Lubbock currently utilizes a proprietary Enhanced Digital Access Communication System (EDACS) trunked radio system, which was purchased from Ericsson Communications (now Harris Corporation) in 1995. The FCC mandate, combined with the fact that this radio technology has been in existence since the mid-1980s, caused Harris to focus development efforts on its P25 product. As a result, Harris announced that EDACS has reached the end of its life, and they will no longer support the platform after 2016.

This purchase contract from Dailey-Wells is for a Harris P25 digital trunked radio system. It includes equipment as well as engineering and implementation services. The upgrade will provide the City with six channels of simulcast transmission, 130 mobile radios and 150 portables radios for the Police and Fire Departments. It will also provide a gateway to allow communications with older radios that are not compatible with the new P25 system. The contract period shall be for the period required to manufacture, deliver, implement, and test the two-way radio system.

Dailey Wells Communications, Inc., is the only authorized Harris Corporation Network Solutions provider for system sales, service, and repairs which include: mobiles, portables, control stations, and other EDACS/P25 equipment for agencies operating on this communications system. Consequently, this is a sole source procurement exempt from competitive bidding pursuant to Texas Local Government Code Chapter 252.022 (a)(7)(A).

Fiscal Impact

$3,075,000 is appropriated in Capital Improvement Project 92266, Upgrade 800 MHZ Radio System to P25 Compliance, with $2,663,808 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Dailey & Wells

Budget 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, Contract No. 11004 for two-way radio system upgrade, by and between the City of Lubbock and Dailey & Wells Communications, Inc. of San Antonio, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Dailey & Wells
December 18, 2012

CONTRACT 11004

STATE OF TEXAS

COUNTY OF LUBBOCK

TWO-WAY RADIO SYSTEM UPGRADE CONTRACT

This contract is for the upgrade of the current EDACS trunked radio system and migration to a P25 digital trunked radio system. This contract will become effective upon the concurrence between the City of Lubbock, (City), a municipal corporation, and Dailey and Wells Communications, Inc. (Contractor).

WITNESSETH

WHEREAS, the City requires Contractor to provide Phase 1 of a P25 trunked radio system upgrade for the City of Lubbock as described in Exhibit A - Cost Proposal, Exhibit B – Statement of Work and Equipment Detail List (a copy of which is incorporated by reference as if fully set forth), Exhibit C - Insurance Requirements and

WHEREAS, the Contractor is an authorized Harris dealer; and

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

ARTICLE I
TERM

The contract shall be for the period required to manufacture, deliver, implement, and test the two-way radio system P25 upgrade. Upon satisfactory implementation, functional testing and acceptance by the City of Lubbock, this system upgrade contract will conclude.

ARTICLE II
COMPENSATION

Contractor shall be paid in accordance with pricing in Exhibit A, attached hereto.

ARTICLE III
TERMINATION

A. General. City may terminate this contract, for any reason, upon Thirty (30) days notice to Contractor in accordance with Article XI of this Contract.

B. Termination and remedies. In the event the Contractor breaches any term and/or provision of this Contract the City shall be entitled to exercise any right or remedy available to it at law or equity, including without limitation, immediate 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
REPRESENTATIONS AND WARRANTIES

A Existence. Contractor is a corporation duly organized, validly existing, and in good standing in the State of Texas.

B. Corporate Power/Authorization. The Contractor represents that the corporate representative designated to execute this document on the Contractor's behalf has full and complete authority to bind the Contractor, and that he is vested through the corporate Bylaws to enter into this Agreement and to perform its duties under this Agreement. This Contract constitutes legal, valid, and binding obligations of the Contractor and is enforceable in accordance with the terms thereof.

ARTICLE V
SCOPE OF WORK

A. General. Contractor responsibilities and City of Lubbock responsibilities are listed in Exhibits A, B and C.

B. Except as provided herein, the Contractor agrees to assign to the CITY any warranty on equipment or software provided by the manufacturer or developer thereof.

C. Contractor agrees to use its best effort to make all equipment in the detailed equipment list available to perform this contract, unless like equipment is substituted by the manufacturer.

ARTICLE VI
INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may arise or accrue against the City as a result of the award of this Contract, to the extent it is caused by the negligence or omission of the Contractor or its employees, or of the subcontractor or assignee or its employees. The Contractor shall, at its own expense, appear defend and pay all costs incurred by the City associated with the Claim, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at its own expenses, satisfy discharge of the same. The Contractor will have no indemnity liability for the negligence or fault of the City. Contractor expressly understands and agrees that any bond, if required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify and hold harmless the City as herein provided.

ARTICLE VII
INDEPENDENT CONTRACTOR STATUS

Contractor and City agree that Contractor shall perform the duties under this Contract as an independent contractor. The Contractor has the sole discretion to determine the manner in which the services are to be performed. The City reserves the right to request the a replacement of Project Manager and any other team member that the City fills that is not performing to the level of standards necessary for this project.

ARTICLE VIII
EMPLOYMENT OF AGENTS

Contractor may employ or retain agents, consultants, subcontractors, or third parties, to perform certain duties of Contractor under this Contract, provided that Contractor is in no way relieved of any obligation under this Contract.

ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE X
CONFIDENTIALITY

Contractor 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
NOTICE

A. General. Whenever notice from Contractor to City or City to Contractor is required or permitted by this Contract and no other method of notice is provided, such notice shall given by: (1) actual delivery of the written notice to the other party by hand: (2) facsimile, or other reasonable means (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 in the third business day after such notice is so deposited.

B. Contractor's Address. Contractor's addresses and numbers for the purpose of placing this order or change orders:

Attn: Richard Kirian

Director, New Mexico and West Texas Region
Dailey-Wells Communication, Inc.
801 Piedra Vista NE
Albuquerque, New Mexico 86123

Telephone: (505) 453-2029
Facsimile: (505) 292-1943
Toll Free: (888) 311-9832
E-mail: rkirian@DWComm.com

or

Attn: Jim Sawyer
Director of Corporate Sales
Dailey-Wells Communication
3440 E. Houston St.
San Antonio, TX 78219

Telephone: (210) 893-6701
Facsimile: (210) 893-6702
E-mail: jsawyer@DWComm.com

Purchase Orders Should be addressed to:

Order Department
Dailey-Wells Communications
3440 E. Houston St.
San Antonio, Texas 78219

All Receivables

Accounts Receivables
Dailey-Wells Communications
3440 E. Houston St.
San Antonio, Texas 78219

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

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

D. Assignability. This Agreement may not be assigned by either party without the written consent of the other party.

E. Successor and Assigns. This Contract binds and inures to the benefit of the City, Contractor, and their respective successors, legal representatives, and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HERETO IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS 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 effected 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 executed by the Contractor and City.

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

J. 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.

K. The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be

exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

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

CITY OF LUBBOCK

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

CONTRACTOR

BY: _____
Authorized Representative

Print Name: Jim Sawyer

Title: Director of Sales

EXHIBIT A
COST PROPOSAL

City of Lubbock EDACS to P25 Migration Quote

Dailey Wells Communications is pleased to offer the City of Lubbock a complete migration path from your existing Harris EDACS system, to a Harris P25^{IP} Phase 2 Simulcast solution, which meets all of the City's communications needs in one package! In developing the proposed new P25^{IP} communications system for the City of Lubbock, Dailey Wells has taken into account, and exceeded, all critical design criteria expressed by the City. System coverage, interoperability, features / functions, fault tolerance / system redundancy, and complete system cost were all considered when developing the proposed system design.

Features and Functions

- All P25^{IP} Simulcast System Design!
- A complete P25^{IP} Phase 2 System from initial installation! Includes all required Phase II features / licenses for all infrastructure equipment!
- EDACS IP GATEWAY to allow seem-less communication between existing EDACS users and P25 users
- Geographically separated Network Switching Server
- BeOn Server allows connection of the City of Lubbock Radio System to Android Devices using a commercial Broadband Cellular Network or WiFi Network.

Operational Advantages:

- **100% Simulcast** = No Manual Switching or Roaming between Sites
- **IP Gateway** allows users on P25 to communicate with users on the existing EDACS system seamlessly (All Groups, All User IDs, All Emergencies)
- Commercial "Off the Shelf" Network Components from Dell and Cisco.
- Advanced Management and Alarm System allows for Easy Network Monitoring and Administration

Financial Advantages:

- **No Cost** P25 Phase II in the initial infrastructure migration purchase
- **No Cost** BeOn Server and 25 BeOn terminal licenses
- **2-year** warranty on Infrastructure and Terminals
- **IP Network** Based Radio Network = Lower Maintenance & Non-Obsolescence.

Terminal Trade-in DWC recognizes the City has invested money in P25 phase I radios, and is providing the City EDACS features and P25 Phase II features in the XG-75 portable with the trade in of a P7100 or P5100 radio. DWC is also providing P25 Phase II features in the M5300 mobile, with the trade in of a M7100 radio.)

COST PROPOSAL

System Infrastructure Upgrade

PART DESCRIPTION	PART NUMBER	Qnty.	UNIT SALE	EXT. SALE
Primary NSC - VIDA Transcoder	MANS-STD10	1	$277,913.99	$ 277,913.99
Secondary NSC	MANS-SG6G	1	$205,222.43	$ 205,222.43
IP Gateway	MAMS-NDF2M	1	$140,843.52	$ 140,843.52
P25 Simulcast Control Point	CP-VCPP25-AC	1	$265,009.18	$ 265,009.18
P25 Simulcast TX Site Sunrise	SC-VTXP25	1	$191,439.94	$ 191,439.94
Sunrise Antenna System	DWCANT1	1	$ 35,590.37	$ 35,590.37
P25 Simulcast TX Site Sunset	SC-VTXP25	1	$191,439.94	$ 191,439.94
Sunset Antenna System	DWCANT2	1	$ 8,575.89	$ 8,575.89
RVM / RSM	MANM-RSMPVM	1	$128,118.75	$ 128,118.75
BeOn Server and 25 Android Licenses	BN-SV3E	1	$ -	$ -
			SUB TOTAL	$ 1,444,154.01

Terminal Upgrades - Police & Fire

PART DESCRIPTION	PART NUMBER	Qnty.	UNIT SALE	EXT. SALE
M5300 Mobile - Fire Department	MAMW-SDMXX	30	$ 3,386.27	$ 101,588.10
M5300 Mobile - Police Department	MAMW-SDMXX	100	$ 3,386.27	$ 338,627.00
XG-75 Portable, Yellow - Fire Department	EVXG-PF78Y	50	$ 3,138.76	$ 156,938.00
XG-75 Portable, Black - Police Department	EVXG-PF78B	100	$ 2,925.01	$ 292,501.00
See note below regarding trade in special.			SUB TOTAL	$ 889,654.10

System Services

PART DESCRIPTION	PART NUMBER	Qnty.	UNIT SALE	EXT. SALE
Staging, Installation ,and Engineering Services	SERVICES	1	$330,000.00	$ 330,000.00
			SUB TOTAL	$ 330,000.00
			GRAND TOTAL	**$ 2,663,808.11**

NOTE:

- P25 Phase II is included on the initial 6 channels per site.
- P25 and P25 Phase II provided at no charge with trade-in of existing P5100, P7100 and M7100 radios.
- Radio Programming and Mobile Installations are not included.
- P5100, P7100 and M7100 Trade-in program good for 2 years after receipt of Infrastructure order.
- XG-75 Pricing Requires trade-in of P5100 or P7100 portable radio.
- Terminals 2 year warranty
- Terms: Milestone Payments based on Project Schedule
- This quote does not include shipping charges.
- Harris terminals certified for P25 Phase II: P7300, XG-75, XG-25, P5500, XG-100P, M7300, and Unity Mobile.

EXHIBIT B
STATEMENT OF WORK AND
DETAILED EQUIPMENT LIST

Statement of Work

Dailey Wells Communications (DWC) will stage, test, deliver and install the equipment stated in the Equipment List section of this document, with the exception of the Antenna and TTA equipment.

An implementation and milestone payment schedule will be worked out between the City and DWC.

Staging

DWC will setup and test the proposed equipment in San Antonio.

DWC will provide transportation and lodging for 2 City of Lubbock employees to travel to San Antonio and witness a functional demonstration of the system, prior to deployment in Lubbock.

DWC will deliver the equipment to Lubbock and install it in each of the locations designated below.

Municipal Square

DWC responsibility:

- Install the Primary NSC, EDACS IP Gateway, Network Management Server, and BeON equipment. To include:
- Upgrade the IMC using the existing City of Lubbock FX software.
- Configure the BeOn Server to work with the City designated Broadband data provider.

City responsibility:

- Provide a quantity of 2 – 120 Volt, 30 Amp circuits for the installed equipment.
- Provide Ethernet Layer 2 Connectivity from Municipal Square, Sunrise Tower, Sunset Tower, and the Location of the backup NSS (DataCenter.)
- Internet Connectivity for the BeOn Server.
- Provide Space in the IMC for 4 Contiguous Card Slots to accommodate the EDACS IP Gateway equipment.

Sunrise Site

DWC responsibility:

- Install the Simulcast Control Point and 6 Channel Transmit Site in the Sunrise Shelter. This will include:
- Configure the MASTR V Stations
- Cable to New Combiner
- Cable New Combiner to existing unused TX #3 Coax
- Cable Stations to Receiver Multicoupler
- Connect to AC Power
- Connect and Configure Network Backhaul from Municipal Square, Sunset Site, and DataCenter.
- Provide the City with the antenna, tower top amplifier, and receiver multicoupler included in the equipment list.

City Responsibility:

- Install Bogner Antenna on the tower to replace TX Antenna #3.
- Replace the connectors from the new Transmit Antenna to the new combiner with DIN connectors. (The connectors are included in the equipment list.)
- Have Tower Top Amplifier and Receiver Multicoupler replaced with the devices included in the equipment list.
- The equipment requires a quantity of 6 – 120 Volt 20 Amp circuits. This will power the control point and the transmit site equipment.
- Provide Ethernet Layer 2 Connectivity from Municipal Square, Sunrise Tower, Sunset Tower, and the Location of the backup NSS (DataCenter.)

Sunset Site

DWC responsibility:

- Install a 6 Channel Transmit Site in the Sunset Shelter. This will include:
- Configure Stations
- Cable Stations to existing Combiner
- Retune existing combiner to new Simulcast Frequencies
- Replace the N Connector junction on the combiner with the DIN Connector junction included on the equipment list.
- Cable Stations to the existing Receiver Multicoupler
- Connect the site to AC Power
- Connect and Configure Network Backhaul from Municipal Square, Sunset Site, and DataCenter.
- Provide the City with the antenna, tower top amplifier, and receiver multicoupler included in the equipment list.

City Responsibility:

- Have Bogner Antenna installed on Tower.
- Replace the connectors from the Transmit Antenna to the combiner with DIN connectors. (The connectors are included in the equipment list.)
- The equipment requires a quantity of 6 – 120 Volt 20 Amp circuits. This will power the control point and the transmit site equipment.
- Provide Ethernet Layer 2 Connectivity from Municipal Square, Sunrise Tower, Sunset Tower, and the Location of the backup NSS (DataCenter.)

Data Center

DWC responsibility:

- Install the Secondary NSC equipment.
- Connect the Secondary NSC equipment to the City provided Layer 2 Network.

City responsibility:

- Provide a quantity of 2 – 120 Volt, 30 Amp circuits for the installed equipment.
- Provide Ethernet Layer 2 Connectivity from Municipal Square, Sunrise Tower, Sunset Tower, and the Location of the backup NSS (DataCenter.)

Configuration

DWC will work with the City to develop:

- P25 Fleet Mapping
- EDACS to P25 Unit and Group Mapping
- Template Portable and Mobile Personality
- Initial P25 Database Configuration

Equipment Detail

Part Number	Description	Qty	Unit List	Disc	Unit Sale	Ext Sale
Primary NSC						
MANS-STD10	Server, NSS Primary SR10A	1	$ 62,000.00	25%	$ 46,500.00	$ 46,500.00
MANS-SN5K	Service,SyBase Software License,NSS	2	$ 7,600.00	25%	$ 5,700.00	$ 11,400.00
MANS-SG7Y	License,P25 For Standard NSS	1	$ 80,000.00	25%	$ 60,000.00	$ 60,000.00
MANS-NCU3D	Kit,1RU Monitor,Key Board,Mouse,KVM	1	$ 5,500.00	25%	$ 4,125.00	$ 4,125.00
NS-CA3Y	Cabinet,NSS,42 RU	1	$ 3,733.45	25%	$ 2,800.09	$ 2,800.09
MANS-CL4K	Kit,Cable,Standard NSC Config	1	$ 171.00	25%	$ 128.25	$ 128.25
MANS-MN9S	Panel,Blank,1RU	3	$ 40.00	25%	$ 30.00	$ 90.00
MANS-MN9T	Panel,Blank,2RU	3	$ 50.00	25%	$ 37.50	$ 112.50
MANS-MN9U	Panel,Blank,3 RU	2	$ 65.00	25%	$ 48.75	$ 97.50
NS-NP1K	Kit,Power Strips,100-120V	1	$ 478.40	25%	$ 358.80	$ 358.80
NS-NP1P	Kit,Automatic Transfer Switch,100-120V	1	$ 1,044.20	25%	$ 783.15	$ 783.15
MANS-CP9B	Netclock,GPS Master Clock	1	$ 9,600.00	25%	$ 7,200.00	$ 7,200.00
MANS-AN3S	Kit,GPS Antenna,Outdoor,For Netclock	1	$ 1,025.00	25%	$ 768.75	$ 768.75
MANS-CK1A	Cable,GPS Ant Outdoor,100ft/Netclock	1	$ 609.00	25%	$ 456.75	$ 456.75
VSVS02	VIDA Security, NSC	1	$ 1,095.57	0%	$ 1,095.57	$ 1,095.57
CM-027501-100102	License,Quest Authentication,Server	5	$ 455.00	0%	$ 455.00	$ 2,275.00
CM-027501-100103	License,Quest Authentication,User	6	$ 52.00	0%	$ 52.00	$ 312.00
VSCR01	Switch, Cisco 3560V2-48 Port	1	$ 7,269.63	0%	$ 7,269.63	$ 7,269.63
VSCR24	ROUTER,CISCO 2921,AC,SECURITY & DATA	1	$ 7,668.24	0%	$ 7,668.24	$ 7,668.24
VSCR21	Cisco ASA5505 Firewall	1	$ 2,928.10	0%	$ 2,928.10	$ 2,928.10
VSCN01	Unitrends 712 - Enterprise Backup	1	$ 18,577.80	25%	$ 13,933.35	$ 13,933.35
MANS-SG6Q	License,Standard NSS,P25 Data Site 1-25	1	$ 1,500.00	25%	$ 1,125.00	$ 1,125.00
MANS-SG7B	License,Std NSS,P25 Data Channel (1-120)	6	$ 0.01	0%	$ 0.01	$ 0.06
MANS-SG7D	License,Std NSS,P25 Voice Talkpath 1-120	12	$ 1,000.00	25%	$ 750.00	$ 9,000.00
MANS-SG7R	License,NSS,IP Logging Recorder	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
MANS-SG7S	License,NSS,IP Logging Recorder Talkpath	12	$ 1,000.00	25%	$ 750.00	$ 9,000.00
CM-022889-000430	Storage Array Network, Enterprise	1	$ 29,900.00	25%	$ 22,425.00	$ 22,425.00
MAMM-100NS	Manual,Inst/Conf,Ntwrk Switching Server	1	$ 35.00	0%	$ 35.00	$ 35.00

MANM-TSCDR10	Server, Transcoder SR10A	1	$ 45,000.00	25%	$ 33,750.00	$ 33,750.00
MANM-NSG9C	License,Quad Mode Vocoder	1	$ 35.00	25%	$ 26.25	$ 26.25
MANM-NSG9D	License,Transcoder Talkpath	14	$ 2,500.00	25%	$ 1,875.00	$ 26,250.00
						$ 277,913.99
Secondary NSC						
MANS-SG6G	License,Ha NSS	1	$ 100,000.00	25%	$ 75,000.00	$ 75,000.00
MANS-STD20	Server, NSS Secondary SR10A	1	$ 62,000.00	25%	$ 46,500.00	$ 46,500.00
MANS-SN5K	Service,SyBase Software License,NSS	2	$ 7,600.00	25%	$ 5,700.00	$ 11,400.00
MANS-NCU3D	Kit,1RU Monitor,Key Board,Mouse,KVM	1	$ 5,500.00	25%	$ 4,125.00	$ 4,125.00
NS-CA3Y	Cabinet,NSS,42 RU	1	$ 3,733.45	25%	$ 2,800.09	$ 2,800.09
MANS-CL4L	Kit,Cable,High Availability NSC Config	1	$ 290.00	25%	$ 217.50	$ 217.50
MANS-MN9S	Panel,Blank,1RU	4	$ 40.00	25%	$ 30.00	$ 120.00
MANS-MN9T	Panel,Blank,2RU	2	$ 50.00	25%	$ 37.50	$ 75.00
MANS-MN9U	Panel,Blank,3 RU	2	$ 65.00	25%	$ 48.75	$ 97.50
NS-NP1K	Kit,Power Strips,100-120V	1	$ 478.40	25%	$ 358.80	$ 358.80
NS-NP1P	Kit,Automatic Transfer Switch,100-120V	1	$ 1,044.20	25%	$ 783.15	$ 783.15
MANS-CP9B	Netclock,GPS Master Clock	1	$ 9,600.00	25%	$ 7,200.00	$ 7,200.00
MANS-AN3S	Kit,GPS Antenna,Outdoor,For Netclock	1	$ 1,025.00	25%	$ 768.75	$ 768.75
MANS-CK1A	Cable,GPS Ant Outdoor,100ft/Netclock	1	$ 609.00	25%	$ 456.75	$ 456.75
VSVS02	VIDA Security, NSC	1	$ 1,095.57	0%	$ 1,095.57	$ 1,095.57
VSCR01	Switch, Cisco 3560V2-48 Port	1	$ 7,269.63	0%	$ 7,269.63	$ 7,269.63
VSCR24	ROUTER,CISCO 2921,AC,SECURITY & DATA	1	$ 7,668.24	0%	$ 7,668.24	$ 7,668.24
VSCR21	Cisco ASA5505 Firewall	1	$ 2,928.10	0%	$ 2,928.10	$ 2,928.10
VSCN01	Unitrends 712 - Enterprise Backup	1	$ 18,577.80	25%	$ 13,933.35	$ 13,933.35
CM-022889-000430	Storage Array Network, Enterprise	1	$ 29,900.00	25%	$ 22,425.00	$ 22,425.00
						$ 205,222.43
IP Gateway						
MAMS-NDF2M	Computer,IP Gateway,P25	1	$ 50,000.00	25%	$ 37,500.00	$ 37,500.00
MSSG6E	License,EDACS IP Gateway Talkpath	12	$ 2,000.00	25%	$ 1,500.00	$ 18,000.00
CM103131V6	Cable,Data,100ft	1	$ 205.00	25%	$ 153.75	$ 153.75

SSSG1R	License,Upgd,CEC/IMC Max Site Channels	12	$ 1,255.00	0%	$ 1,255.00	$ 15,060.00
SSSG5M	License,Upgd,Max ProVoice Sites 1-5	1	$ 4,875.00	0%	$ 4,875.00	$ 4,875.00
MSCE7R	Cable,Backplane(Short)	3	$ 55.00	25%	$ 41.25	$ 123.75
MSCU2X	Monitor,17Inch	1	$ 400.00	25%	$ 300.00	$ 300.00
MSGMIM	Kit,System Interface(Gmim) IP Gtwy	1	$ 38,500.00	25%	$ 28,875.00	$ 28,875.00
MSCD1Y	Cable,Data	1	$ 150.00	25%	$ 112.50	$ 112.50
MAMS-NAA3D	Module,GVIU,IP Gateway,P25	3	$ 12,250.00	25%	$ 9,187.50	$ 27,562.50
MAMS-NFW1Z	Software,IP Gateway GVIU,P25	1	$ 1,375.00	25%	$ 1,031.25	$ 1,031.25
VSCR07	Router,Cisco,2911,AC,Sec,w/EtherSwitch	1	$ 7,249.77	0%	$ 7,249.77	$ 7,249.77
						$ 140,843.52
P25 Simulcast Control Point						
CP-VCPP25-AC	IP Simulcast,Comm Equip,P25,MASTR V (AC)	1	$ 32,200.00	25%	$ 24,150.00	$ 24,150.00
CP-SG9Q	Feature, Synchronous Simulcast	6	$ 8,350.00	25%	$ 6,262.50	$ 37,575.00
CP-SG9R	Feature, P25 Voting	6	$ 12,500.00	25%	$ 9,375.00	$ 56,250.00
CP-SG9P	Feature, GPS Timing	6	$ 7,850.00	25%	$ 5,887.50	$ 35,325.00
CP-ZN8R	Panel,Blank Module,MASTR V	4	$ 284.00	25%	$ 213.00	$ 852.00
CP-PM1B	Baseband,IP Simulcast,MASTR V, w/ Cables	2	$ 6,091.00	25%	$ 4,568.25	$ 9,136.50
CP-MR1H	Rack,Open,86 in(Xtra Dp) with support	1	$ 2,950.00	25%	$ 2,212.50	$ 2,212.50
CP-MD7B	Assy,Controller,SitePro,MME w/ Cables	1	$ 60,101.00	25%	$ 45,075.75	$ 45,075.75
CP-RB3B	Power Supply Shelf,1st Position	1	$ 800.00	25%	$ 600.00	$ 600.00
CP-RB3J	Busbar,PS/PS,MASTR V	1	$ 100.00	25%	$ 75.00	$ 75.00
CP-PS2P	Power Supply,110-240V,AC,MASTR V	2	$ 4,469.00	25%	$ 3,351.75	$ 6,703.50
CP-CL9S	Cables,Power Supply-Multichannel Shelf	1	$ 268.00	25%	$ 201.00	$ 201.00
VSVS01	VS Prod Grp,Dummy Model Number	1	$ 374.47	0%	$ 374.47	$ 374.47
VSCR28	Router,1921,Advanced Security,AC Power	1	$ 2,122.75	0%	$ 2,122.75	$ 2,122.75
VSCU3H	Switch,Cisco 2960	1	$ 1,410.71	0%	$ 1,410.71	$ 1,410.71
VSMN2W	Kit,Mnt Hrdwr,2921/2911 Router	1	$ 86.08	0%	$ 86.08	$ 86.08
VSMA6M	Kit,Mtg Hdwr,Cisco 2960 Switch	1	$ 88.67	0%	$ 88.67	$ 88.67
VSCU3W	Module,2-Port T1/E1 Multiflex I/F	1	$ 2,957.00	25%	$ 2,217.75	$ 2,217.75
CP-MD7A	Network Sentry,IP Simulcast	1	$ 24,140.00	25%	$ 18,105.00	$ 18,105.00
CP-CL7D	Cable,Ethernet,5ft	1	$ 70.00	25%	$ 52.50	$ 52.50

525

526

CP-MD7D	Controller,IP Simulcast,MASTR V, w/ Cab	1	$ 3,560.00	25%	$ 2,670.00	$ 2,670.00
CP-RB3G	Shelf,14-Slot,Open Rack	1	$ 6,900.00	25%	$ 5,175.00	$ 5,175.00
CP-CU4X	Switch,Ethernet,Redundant,MASTR V	1	$ 1,600.00	25%	$ 1,200.00	$ 1,200.00
CP-MD7D	Controller,IP Simulcast,MASTR V, w/ Cab	1	$ 3,560.00	25%	$ 2,670.00	$ 2,670.00
CP-MD7D	Controller,IP Simulcast,MASTR V, w/ Cab	1	$ 3,560.00	25%	$ 2,670.00	$ 2,670.00
CP-MD7D	Controller,IP Simulcast,MASTR V, w/ Cab	1	$ 3,560.00	25%	$ 2,670.00	$ 2,670.00
CP-MD7D	Controller,IP Simulcast,MASTR V, w/ Cab	1	$ 3,560.00	25%	$ 2,670.00	$ 2,670.00
CP-MD7D	Controller,IP Simulcast,MASTR V, w/ Cab	1	$ 3,560.00	25%	$ 2,670.00	$ 2,670.00
						$ 265,009.18

Sunrise TX Site

SC-VTXP25	MASTR V IP Simulcast,Tx Site,Comm Equip	1	$ 31,000.00	25%	$ 23,250.00	$ 23,250.00
SCCL7D	Kit,Cable,Ethernet,5ft	1	$ 45.00	25%	$ 33.75	$ 33.75
SCCF7X	Cable,RF Sensor,30ft	1	$ 115.00	25%	$ 86.25	$ 86.25
MASC-NPS9T	Power Supply,120VAC,60Hz,12/24VDC	1	$ 935.00	25%	$ 701.25	$ 701.25
MASC-NMR1H	Rack,Open,86 in(Xtra Dp) with support	1	$ 2,950.00	25%	$ 2,212.50	$ 2,212.50
VSVS01	VS Prod Grp,Dummy Model Number	1	$ 374.47	0%	$ 374.47	$ 374.47
VSCR28	Router,1921,Advanced Security,AC Power	1	$ 2,122.75	0%	$ 2,122.75	$ 2,122.75
VSCU3H	Switch,Cisco 2960	1	$ 1,410.71	0%	$ 1,410.71	$ 1,410.71
VSMN2W	Kit,Mnt Hrdwr,2921/2911 Router	1	$ 86.08	0%	$ 86.08	$ 86.08
VSMA6M	Kit,Mtg Hdwr,Cisco 2960 Switch	1	$ 88.67	0%	$ 88.67	$ 88.67
VSCU3W	Module,2-Port T1/E1 Multiflex I/F	1	$ 2,957.00	25%	$ 2,217.75	$ 2,217.75
SC-MD7A	Network Sentry,IP Simulcast	1	$ 24,140.00	25%	$ 18,105.00	$ 18,105.00
AW-L1-PNMNM-50	Cable,GPS Antenna,50ft	1	$ 265.00	0%	$ 265.00	$ 265.00
AW-L1-PNMNM-50	Cable,GPS Antenna,50ft	1	$ 265.00	0%	$ 265.00	$ 265.00
SA-KRE1011217/01	Antenna,1575.42MHz,Set	2	$ 405.00	0%	$ 405.00	$ 810.00
PT-018602-001	Filter,Surge Protector,800-2500MHz	2	$ 175.00	0%	$ 175.00	$ 350.00
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 13,000.00	100%	$ -	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00

SV-SP2U	Programming,IP Simulcast	1	$	1.00	25%	$	0.75	$ 0.75
SV-RB3B	Power Supply Shelf,1st Position	1	$	800.00	25%	$	600.00	$ 600.00
SV-DW1B	Drawings,IP Simulcast/P25 Trunked	1	$	0.01	0%	$	0.01	$ 0.01
SV-RB3G	Shelf,14-Slot,Open Rack	1	$	6,900.00	25%	$	5,175.00	$ 5,175.00
MASV-NCU4X	Switch,Ethernet,Redundant,MASTR V	1	$	1,600.00	25%	$	1,200.00	$ 1,200.00
SV-PM1C	Processor,Baseband Module,MASTR V	1	$	3,200.00	25%	$	2,400.00	$ 2,400.00
MASV-NZN8S	Fan Tray,MASTR V	1	$	500.00	25%	$	375.00	$ 375.00
SV-ZN9K	Panel,Xconnect,IP Simulcast,MASTR V	1	$	1,200.00	25%	$	900.00	$ 900.00
SV-CL2D	Cable,Xconnect-Baseband Shelf #1	1	$	260.00	25%	$	195.00	$ 195.00
SV-CL9V	Kit,Cable,Ch #1,2,9,10,17,18 MASTR V IP	1	$	325.00	25%	$	243.75	$ 243.75
SV-CL9Z	Cable Assembly RF,RG223,BNC/SMA,4ft	1	$	110.00	25%	$	82.50	$ 82.50
SV-MN9S	Panel,Blank,1 RU	1	$	40.00	25%	$	30.00	$ 30.00
MASV-NMA6Q	Grounding Shim,28RU	1	$	85.00	25%	$	63.75	$ 63.75
MASV-NCN7R	Power Strip,110VAC,2X20A Brkr,2-Cbl,6Pos	2	$	400.00	25%	$	300.00	$ 600.00
MASV-NCN1Z	Outlet Strip,110 VAC,UL Recognized	1	$	160.00	25%	$	120.00	$ 120.00
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$	14,625.00	25%	$	10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$	13,000.00	100%	$	-	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$	8,000.00	25%	$	6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$	50.00	25%	$	37.50	$ 37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$	1,800.00	25%	$	1,350.00	$ 1,350.00
SV-SP2U	Programming,IP Simulcast	1	$	1.00	25%	$	0.75	$ 0.75
SV-RB3A	Power Supply Shelf,2nd Position	1	$	800.00	25%	$	600.00	$ 600.00
SV-CL9V	Kit,Cable,Ch #1,2,9,10,17,18 MASTR V IP	1	$	325.00	25%	$	243.75	$ 243.75
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$	14,625.00	25%	$	10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$	13,000.00	100%	$	-	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$	8,000.00	25%	$	6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$	50.00	25%	$	37.50	$ 37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$	1,800.00	25%	$	1,350.00	$ 1,350.00
SV-SP2U	Programming,IP Simulcast	1	$	1.00	25%	$	0.75	$ 0.75
SV-RB3C	Power Supply Shelf	1	$	800.00	25%	$	600.00	$ 600.00
SV-PM1C	Processor,Baseband Module,MASTR V	1	$	3,200.00	25%	$	2,400.00	$ 2,400.00
SV-CL2D	Cable,Xconnect-Baseband Shelf #1	1	$	260.00	25%	$	195.00	$ 195.00

527

528

SV-CL9W	Kit,Cable,Ch #3,4,11,12,19,20 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
SV-CL2A	Cable Assembly RF,RG223,BNC/SMA,3ft	1	$ 100.00	25%	$ 75.00	$ 75.00
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 13,000.00	100%	$ -	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
SV-SP2U	Programming,IP Simulcast	1	$ 1.00	25%	$ 0.75	$ 0.75
SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
SV-CL9W	Kit,Cable,Ch #3,4,11,12,19,20 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 13,000.00	100%	$ -	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
SV-SP2U	Programming,IP Simulcast	1	$ 1.00	25%	$ 0.75	$ 0.75
SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
SV-RB3G	Shelf,14-Slot,Open Rack	1	$ 6,900.00	25%	$ 5,175.00	$ 5,175.00
MASV-NCU4X	Switch,Ethernet,Redundant,MASTR V	1	$ 1,600.00	25%	$ 1,200.00	$ 1,200.00
SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$ 2,400.00
SV-CL2E	Cable,Xconnect-Baseband Shelf #2	1	$ 250.00	25%	$ 187.50	$ 187.50
SV-CL9X	Kit,Cable,Ch #5,6,13,14,21,22 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
SV-CL9Z	Cable Assembly RF,RG223,BNC/SMA,4ft	1	$ 110.00	25%	$ 82.50	$ 82.50
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 13,000.00	100%	$ -	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$ 37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$ 1,350.00
SV-SP2U	Programming,IP Simulcast	1	$ 1.00	25%	$ 0.75	$ 0.75
SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$ 600.00
SV-CL9X	Kit,Cable,Ch #5,6,13,14,21,22 MASTR V IP	1	$ 325.00	25%	$ 243.75	$ 243.75
MISCMAT	Misc. Materials	1	$ 1,000.00	0%	$ 1,000.00	$ 1,000.00

							$ 191,439.94
Sunrise Antenna System Parts							
BMR10S-O-B1	Antenna, 806-869 MHZ, 10 DBD Gain, Omni	1	$ 5,092.50	10%	$ 4,583.25	$	4,583.25
MASC-NMR1H	Rack,Open,86 in(Xtra Dp) with support	1	$ 2,950.00	25%	$ 2,212.50	$	2,212.50
DSCC85-06D	Ceramic Combiner, 800 Mhz, 6Ch	1	$ 13,050.00	10%	$ 11,745.00	$	11,745.00
DS7TMA31	793-824Mhz TTA Stand Alum Top	1	$ 8,248.75	10%	$ 7,423.88	$	7,423.88
DS7PDU-32AC	32CH PDU FOR STMA31	1	$ 6,599.00	10%	$ 5,939.10	$	5,939.10
PPC CC-DF-L7	Connector, 7/16 DIN, (F), Straight, LDF7-50, Comp	2	$ 160.00	10%	$ 144.00	$	288.00
TSX-DFM-P2_BF	Surge Protector,Coaxial DIN(F), DIN(M)	1	$ 135.00	10%	$ 121.50	$	121.50
NM-SCF12-070	Connector,Rapid Fit,SCF12-50 NM	1	$ 40.00	10%	$ 36.00	$	36.00
FSJ4-50B	1/2" SUPERFLEX FOAM, TX LINE, CABLE	150	$ 4.55	10%	$ 4.10	$	614.25
F4DMV2-C	DIN(,), STRAIGHT, FSJ4-50B	2	$ 27.60	10%	$ 24.84	$	49.68
NM-SCF12-071	Connector,NM For 1/2in Coax,Right Angle	6	$ 105.00	10%	$ 94.50	$	567.00
NM-SCF12-070	Connector,Rapid Fit,SCF12-50 NM	6	$ 40.00	10%	$ 36.00	$	216.00
L4A-DMDM-8P	CABLE ASSY 1/2" LDF4-50, DIN(M), DIN(M)	1	$ 79.57	10%	$ 71.61	$	71.61
NM-SCF12-070	Connector,Rapid Fit,SCF12-50 NM	2	$ 40.00	10%	$ 36.00	$	72.00
SCF14-50J	Cable,1/4in Foam-Dielectric Coaxial	150	$ 5.00	10%	$ 4.50	$	675.00
W90-0100-011	CABLE ASSY SURE FLEX N MALE-N MALE 6FT	1	$ 100.00	10%	$ 90.00	$	90.00
J95-0026-001	CONN BNC (M), 1/4" CORREGATED COAX	6	$ 112.00	10%	$ 100.80	$	604.80
J95-0026-002	CONN N (M), 1/4" CORREGATED COAX	6	$ 52.00	10%	$ 46.80	$	280.80
						$	**35,590.37**
Sunrise TX Site							
SC-VTXP25	MASTR V IP Simulcast,Tx Site,Comm Equip	1	$ 31,000.00	25%	$ 23,250.00	$	23,250.00
SCCL7D	Kit,Cable,Ethernet,5ft	1	$ 45.00	25%	$ 33.75	$	33.75
SCCF7X	Cable,RF Sensor,30ft	1	$ 115.00	25%	$ 86.25	$	86.25
MASC-NPS9T	Power Supply,120VAC,60Hz,12/24VDC	1	$ 935.00	25%	$ 701.25	$	701.25
MASC-NMR1H	Rack,Open,86 in(Xtra Dp) with support	1	$ 2,950.00	25%	$ 2,212.50	$	2,212.50
VSVS01	VS Prod Grp,Dummy Model Number	1	$ 374.47	0%	$ 374.47	$	374.47
VSCR28	Router,1921,Advanced Security,AC Power	1	$ 2,122.75	0%	$ 2,122.75	$	2,122.75
VSCU3H	Switch,Cisco 2960	1	$ 1,410.71	0%	$ 1,410.71	$	1,410.71

530

VSMN2W	Kit,Mnt Hrdwr,2921/2911 Router	1	$	86.08	0%	$	86.08	$ 86.08
VSMA6M	Kit,Mtg Hdwr,Cisco 2960 Switch	1	$	88.67	0%	$	88.67	$ 88.67
VSCU3W	Module,2-Port T1/E1 Multiflex I/F	1	$	2,957.00	25%	$	2,217.75	$ 2,217.75
SC-MD7A	Network Sentry,IP Simulcast	1	$	24,140.00	25%	$	18,105.00	$ 18,105.00
AW-L1-PNMNM-50	Cable,GPS Antenna,50ft	1	$	265.00	0%	$	265.00	$ 265.00
AW-L1-PNMNM-50	Cable,GPS Antenna,50ft	1	$	265.00	0%	$	265.00	$ 265.00
SA-KRE1011217/01	Antenna,1575.42MHz,Set	2	$	405.00	0%	$	405.00	$ 810.00
PT-018602-001	Filter,Surge Protector,800-2500MHz	2	$	175.00	0%	$	175.00	$ 350.00
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$	14,625.00	25%	$	10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$	13,000.00	100%	$	-	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$	8,000.00	25%	$	6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$	50.00	25%	$	37.50	$ 37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$	1,800.00	25%	$	1,350.00	$ 1,350.00
SV-SP2U	Programming,IP Simulcast	1	$	1.00	25%	$	0.75	$ 0.75
SV-RB3B	Power Supply Shelf,1st Position	1	$	800.00	25%	$	600.00	$ 600.00
SV-DW1B	Drawings,IP Simulcast/P25 Trunked	1	$	0.01	0%	$	0.01	$ 0.01
SV-RB3G	Shelf,14-Slot,Open Rack	1	$	6,900.00	25%	$	5,175.00	$ 5,175.00
MASV-NCU4X	Switch,Ethernet,Redundant,MASTR V	1	$	1,600.00	25%	$	1,200.00	$ 1,200.00
SV-PM1C	Processor,Baseband Module,MASTR V	1	$	3,200.00	25%	$	2,400.00	$ 2,400.00
MASV-NZN8S	Fan Tray,MASTR V	1	$	500.00	25%	$	375.00	$ 375.00
SV-ZN9K	Panel,Xconnect,IP Simulcast,MASTR V	1	$	1,200.00	25%	$	900.00	$ 900.00
SV-CL2D	Cable,Xconnect-Baseband Shelf #1	1	$	260.00	25%	$	195.00	$ 195.00
SV-CL9V	Kit,Cable,Ch #1,2,9,10,17,18 MASTR V IP	1	$	325.00	25%	$	243.75	$ 243.75
SV-CL9Z	Cable Assembly RF,RG223,BNC/SMA,4ft	1	$	110.00	25%	$	82.50	$ 82.50
SV-MN9S	Panel,Blank,1 RU	1	$	40.00	25%	$	30.00	$ 30.00
MASV-NMA6Q	Grounding Shim,28RU	1	$	85.00	25%	$	63.75	$ 63.75
MASV-NCN7R	Power Strip,110VAC,2X20A Brkr,2-Cbl,6Pos	2	$	400.00	25%	$	300.00	$ 600.00
MASV-NCN1Z	Outlet Strip,110 VAC,UL Recognized	1	$	160.00	25%	$	120.00	$ 120.00
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$	14,625.00	25%	$	10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$	13,000.00	100%	$	-	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$	8,000.00	25%	$	6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$	50.00	25%	$	37.50	$ 37.50

MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$	1,350.00
SV-SP2U	Programming,IP Simulcast	1	$ 1.00	25%	$ 0.75	$	0.75
SV-RB3A	Power Supply Shelf,2nd Position	1	$ 800.00	25%	$ 600.00	$	600.00
SV-CL9V	Kit,Cable,Ch #1,2,9,10,17,18 MASTR V IP	1	$ 325.00	25%	$ 243.75	$	243.75
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$	10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 13,000.00	100%	$ -	$	-
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$	6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$	37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$	1,350.00
SV-SP2U	Programming,IP Simulcast	1	$ 1.00	25%	$ 0.75	$	0.75
SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$	600.00
SV-PM1C	Processor,Baseband Module,MASTR V	1	$ 3,200.00	25%	$ 2,400.00	$	2,400.00
SV-CL2D	Cable,Xconnect-Baseband Shelf #1	1	$ 260.00	25%	$ 195.00	$	195.00
SV-CL9W	Kit,Cable,Ch #3,4,11,12,19,20 MASTR V IP	1	$ 325.00	25%	$ 243.75	$	243.75
SV-CL2A	Cable Assembly RF,RG223,BNC/SMA,3ft	1	$ 100.00	25%	$ 75.00	$	75.00
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$	10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 13,000.00	100%	$ -	$	-
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$	6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$	37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$	1,350.00
SV-SP2U	Programming,IP Simulcast	1	$ 1.00	25%	$ 0.75	$	0.75
SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$	600.00
SV-CL9W	Kit,Cable,Ch #3,4,11,12,19,20 MASTR V IP	1	$ 325.00	25%	$ 243.75	$	243.75
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$ 14,625.00	25%	$ 10,968.75	$	10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$ 13,000.00	100%	$ -	$	-
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$ 8,000.00	25%	$ 6,000.00	$	6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$ 50.00	25%	$ 37.50	$	37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$ 1,800.00	25%	$ 1,350.00	$	1,350.00
SV-SP2U	Programming,IP Simulcast	1	$ 1.00	25%	$ 0.75	$	0.75
SV-RB3C	Power Supply Shelf	1	$ 800.00	25%	$ 600.00	$	600.00
SV-RB3G	Shelf,14-Slot,Open Rack	1	$ 6,900.00	25%	$ 5,175.00	$	5,175.00
MASV-NCU4X	Switch,Ethernet,Redundant,MASTR V	1	$ 1,600.00	25%	$ 1,200.00	$	1,200.00

531

532

SV-PM1C	Processor,Baseband Module,MASTR V	1	$	3,200.00	25%	$	2,400.00	$ 2,400.00
SV-CL2E	Cable,Xconnect-Baseband Shelf #2	1	$	250.00	25%	$	187.50	$ 187.50
SV-CL9X	Kit,Cable,Ch #5,6,13,14,21,22 MASTR V IP	1	$	325.00	25%	$	243.75	$ 243.75
SV-CL9Z	Cable Assembly RF,RG223,BNC/SMA,4ft	1	$	110.00	25%	$	82.50	$ 82.50
MASV-800M1	Station,MASTR V,P25T,800MHz,799-817 Rx	1	$	14,625.00	25%	$	10,968.75	$ 10,968.75
MASV-NSG9K	Feature,Software,P25 Phase 2	1	$	13,000.00	100%	$	-	$ -
SV-AW5R	Power Amplifier,Linear,800 MHz	1	$	8,000.00	25%	$	6,000.00	$ 6,000.00
SV-RB3K	Busbar,HPA/PS,MASTR V	1	$	50.00	25%	$	37.50	$ 37.50
MASV-NPS2P	Power Supply,110-240V,AC,MASTR V	1	$	1,800.00	25%	$	1,350.00	$ 1,350.00
SV-SP2U	Programming,IP Simulcast	1	$	1.00	25%	$	0.75	$ 0.75
SV-RB3C	Power Supply Shelf	1	$	800.00	25%	$	600.00	$ 600.00
SV-CL9X	Kit,Cable,Ch #5,6,13,14,21,22 MASTR V IP	1	$	325.00	25%	$	243.75	$ 243.75
MISCMAT	Misc. Materials	1	$	1,000.00	0%	$	1,000.00	$ 1,000.00
								$ 191,439.94

Sunset Antenna System Parts

BMR10S-O-B1	Antenna, 806-869 MHZ, 10 DBD Gain, Omni	1	$	5,092.50	10%	$	4,583.25	$ 4,583.25
DB806FDIN-2	2-WAY 8062F DIN JUNCTION OPT	1	$	340.00	10%	$	306.00	$ 306.00
PPC CC-DF-L7	Connector, 7/16 DIN, (F), Straight, LDF7-50, Comp	2	$	160.00	10%	$	144.00	$ 288.00
TSX-DFM-P2_BF	Surge Protector,Coaxial DIN(F), DIN(M)	1	$	135.00	10%	$	121.50	$ 121.50
NM-SCF12-070	Connector,Rapid Fit,SCF12-50 NM	1	$	40.00	10%	$	36.00	$ 36.00
FSJ4-50B	1/2" SUPERFLEX FOAM, TX LINE, CABLE	150	$	4.55	10%	$	4.10	$ 614.25
F4DMV2-C	DIN(,), STRAIGHT, FSJ4-50B	2	$	27.60	10%	$	24.84	$ 49.68
NM-SCF12-071	Connector,NM For 1/2in Coax,Right Angle	6	$	105.00	10%	$	94.50	$ 567.00
NM-SCF12-070	Connector,Rapid Fit,SCF12-50 NM	6	$	40.00	10%	$	36.00	$ 216.00
L4A-DMDM-8P	CABLE ASSY 1/2" LDF4-50, DIN(M), DIN(M)	1	$	79.57	10%	$	71.61	$ 71.61
NM-SCF12-070	Connector,Rapid Fit,SCF12-50 NM	2	$	40.00	10%	$	36.00	$ 72.00
SCF14-50J	Cable,1/4in Foam-Dielectric Coaxial	150	$	5.00	10%	$	4.50	$ 675.00
W90-0100-011	CABLE ASSY SURE FLEX N MALE-N MALE 6FT	1	$	100.00	10%	$	90.00	$ 90.00
J95-0026-001	CONN BNC (M), 1/4" CORREGATED COAX	6	$	112.00	10%	$	100.80	$ 604.80
J95-0026-002	CONN N (M), 1/4" CORREGATED COAX	6	$	52.00	10%	$	46.80	$ 280.80
								$ 8,575.89

RVM / RSM (System Management)						
MANM-RSMPVM	Software, Regnl SiteMgr Pro VM	1	$ 45,000.00	25%	$ 33,750.00	$ 33,750.00
MANM-NSG8Y	License,Sql 2008 Enterprise Edition	2	$ 21,000.00	25%	$ 15,750.00	$ 31,500.00
MANM-NSG9B	License,Device Manager Premium	2	$ 10,000.00	25%	$ 7,500.00	$ 15,000.00
MANM-NSG8W	Software,Device Manager	1	$ 150.00	25%	$ 112.50	$ 112.50
MAMM-200NM	Manual,Inst/Config,Regional Site Manager	1	$ 35.00	0%	$ 35.00	$ 35.00
MANM-RNMVM	Software, Regnl NetMgr VM	1	$ 19,000.00	25%	$ 14,250.00	$ 14,250.00
MANM-SN5K	Service,SyBase Sftwr License,RNM/CNM	1	$ 7,600.00	25%	$ 5,700.00	$ 5,700.00
MANM-SG8C	License,RNM Site	1	$ 735.00	25%	$ 551.25	$ 551.25
MANM-NSG8F	License,UAS Site	1	$ 1,000.00	25%	$ 750.00	$ 750.00
VSADVM	Software, Active Dir VM	1	$ 9,000.00	25%	$ 6,750.00	$ 6,750.00
VSCAVM	Software, CA VM	1	$ 5,000.00	25%	$ 3,750.00	$ 3,750.00
MANM-UASVM	Software, UAS VM	1	$ 19,000.00	25%	$ 14,250.00	$ 14,250.00
MANM-NSG8K	License,Go-Global,Two Users	1	$ 1,650.00	0%	$ 1,650.00	$ 1,650.00
MAMM-100NM	Manual,Oper/Inst,Cntrl & Regnl Ntwrk Mgr	1	$ 35.00	0%	$ 35.00	$ 35.00
MAMM-200NM	Manual,Inst/Config,Regional Site Manager	1	$ 35.00	0%	$ 35.00	$ 35.00
						$ 128,118.75
BeOn						
BN-SV3E	Server,BeON LAPLAS	1	25,000.00	100%	$ -	$ -
BN-SV3F	Licenses,25 or Less (Foundation)	1	15,000.00	100%	$ -	$ -
BM-FW2E	App,BeON Android Client	25	335	100%	$ -	$ -
						$ -

EXHIBIT C
INSURANCE REQUIREMENTS

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(S) 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
General Liability	**Per Occurrence**
General Aggregate	**$1,000,000**
Product-Comp/Op Agg	
Contractual Liability	
Personal & Adv. Injury	
Automotive Liability	
Combined Single Limit	**$1,000,000**
Any Auto	
Workers Compensation and Employer's Liability and/or Occupational Medical & Disability	**$1,000,000**

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.

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 insured, (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 & 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.**

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number:	92266
Capital Project Name:	Upgrade 800 MHZ Radio System to P25 Compliance

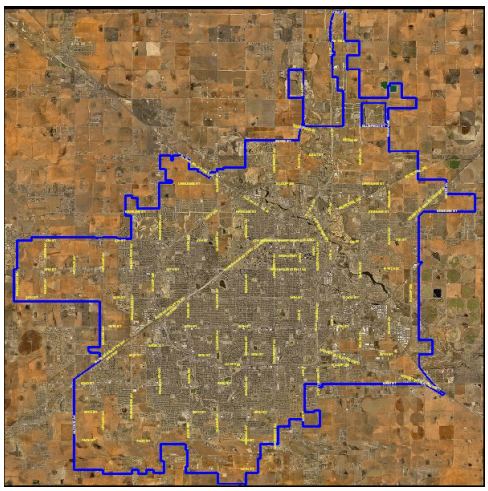
	Budget
Encumbered/Expended	
Bid Cost	$ 632
Communication Equipment	109,589
Agenda Items January 31, 2013	
Dailey Wells Communications, Inc.	2,663,808
Encumbered/Expended To Date	2,774,029
Estimated Costs for Remaining Appropriation	
Radio Upgrade	300,971
Remaining Appropriation	300,971
Total Appropriation	$ 3,075,000

Managing Department **Radio Shop**

Project Manager **Jack Morrison**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope
Upgrade the City radio system to P25 compliance.
Phase 1 - Estimated cost $2,825,000
Phase 1 consists of adding a primary network server switch, a regional site manager server, a 16 port EDACs Internet Protocol (IP) gateway, three 700 MHZ master V channels (to help receive grants from the State for interoperability), replacing 565 non-P25 compliant radios with P25 compliant radios and upgrading 273 radios to P25 compliance.

Phase 2 - Estimated cost $3,490,000
Phase 2 consists of adding a backup network server switch, five C3 radio dispatch consoles, five 800 MHZ master V channels to the west tower, five master V channels to the primary site, changing 505 non-P25 compliant radios to P25 compliant radios, and upgrading 273 radios to P25 compliance.

Phase 3 - Estimated cost $3,400,000
Phase 3 consists of adding six C3 radio dispatch consoles, four master V channels at the west tower, four master V channels at the primary site, adding a P25 ISSI gateway, changing 565 non-P25 compliant radios to P25 compliant radios, and upgrading 273 radios to P25 compliance.

Phase 4: Estimated cost $3,335,000
Phase 4 consists of adding six C3 radio dispatch consoles, ten master V channels to the primary site, four master V channels to the west tower, changing 565 non-P25 compliant radios to P25 compliant radios, and upgrading 273 radios to P25 compliance.

An additional cost of $2,000,000 to check, and upgrade if necessary, coverage in downtown buildings, hospitals, and other large buildings so that police, fire, Sheriff's Office, and EMS personnel have the ability to communicate to dispatch centers.

Project 25 (P25) is an industry-wide effort to develop a voluntary standard for uniform digital two-way radio for public safety organizations. P25 Standards are a benchmark in Public Safety Radio Communications for First Responders. P25 is defined in the published ANSI/TIA102 documents enabling migration from today's radio systems to desired levels of interoperability directly impacting first responders.

The events in the United States and around the world since September 11, 2001 have spurred popular interest in Public Safety communications interoperability. Growing concern has driven many country's governments - including the US Federal Government - to reorganize to create focused positions to address Homeland Security. Long before these events, Public Safety and the land-mobile radio industry created an interoperability solution. Published by TIA and approved by Federal, State/Province and Local Public Safety users, the P25 standards enable a feature-rich, scalable digital radio technology. The availability of radio equipment compliant to P25 standards is now providing a basis for conventional radio communications interoperability that is necessary for First Responders.

The P25 standard has been adopted by the National Telecommunications and Information Administration (NTIA), which manages spectrum for the federal government. In addition, NTIA also specified use of P25 narrow band by the year 2005 for the VHF Hi bands (162-174 MHz), and by 2008 for all other bands. Many US government agencies (e.g. Treasury, Interior, Departments of Defense (DoD) and Justice) have specified P25 for procurements of new radio communications systems and equipment.

P25 compatibility has become a significant purchasing factor for users of state and local public safety and public service radio communication systems. As state and local Public Safety users change or upgrade their existing analog systems to comply with new FCC regulated bandwidths, demand for P25 compliant digital public safety systems increases. This is partly due to the ability of P25 systems to be configured for compatibility with older analog mobile and portable radios, allowing adopters of the P25 standard to purchase new

system equipment without replacing all of their subscriber radios.

At this time, this system has not been designed, and costs are estimated. Additionally, it is assumed that this technology will be a requirement at some point in the future. As guidelines are provided, these costs and time lines will change.

Project Justification

Homeland Security, the State of Texas, and Federal Communications are pushing for all radio systems to be P25 compliant and interoperable. This requires that 800 MHZ radios from any manufacturer must work on any radio system. If the city is to continue receiving federal and state grants then our radio system must be upgraded to meet the required standards.
The City's radio system is analog and 15 years old. To meet state and federal requests, all channels and radios on the City's system must be replaced to comply.

Project History

$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$2,825,000 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
Design and Engineering	250,000	0	0	0	0	0	0	250,000
Other Activites	0	2,825,000	3,490,000	3,400,000	3,335,000	0	0	13,050,000
Total Project Appropriation	250,000	2,825,000	3,490,000	3,400,000	3,335,000	0	0	13,300,000

			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 2013 10-Year Certificates of Obligation	0	2,825,000	0	0	0	0	0	2,825,000
FY 2014 10-Year Certificates of Obligation	0	0	3,490,000	0	0	0	0	3,490,000
FY 2015 10-Year Certificates of Obligation	0	0	0	3,400,000	0	0	0	3,400,000
FY 2016 10-Year Certificates of Obligation	0	0	0	0	3,335,000	0	0	3,335,000
General Capital Project Fund	27,565	0	0	0	0	0	0	27,565
Radio Shop Fund Pay-As-You-Go	222,435	0	0	0	0	0	0	222,435
Total Funding Sources	250,000	2,825,000	3,490,000	3,400,000	3,335,000	0	0	13,300,000

Regular City Council Meeting **5. 28.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order Contract 10007518 with Dell Marketing LP, for rugged laptops and mounting hardware for the Lubbock Police Department.

Item Summary

The contract is for the purchase of 51 rugged laptops and mounting hardware to be installed in the new Chevrolet Tahoes being purchased for the Police Department.

The $249,777 purchase is made available through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-890-TX. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other information technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases using DIR contracts meet competitive bid requirements through the DIR program.

Fiscal Impact

The 51 laptops are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & PO - Technology

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10007518 for the purchase of 51 rugged laptops for police Tahoes as per DIR-SDD-890-TX, by and between the City of Lubbock and Dell Marketing, LP of Round Rock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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.Dell Marketing, LP-PurchaseOrd
January 15, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 01/16/2013
Order Number 10007518 000 OP
Branch/Plant 100

TO:

DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/15/2013 Freight
Requested 01/15/2013 Taken By D.TORRES
Delivery Per J Zhine / Req #41122 Q #642066108 / DIR-SDD-890-TX

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Dell Latitude E6420 XFR laptop	51.000	3,572.0000	EA	182,172.00	02/11/2013
#225-0809					
Havis E6420 XFR Veh Dckg Sta	51.000	749.0000	EA	38,199.00	02/11/2013
#DS-DELL-111-3 #A6540357					
90W Power Supply for Dockg Sta	51.000	119.0000	EA	6,069.00	02/11/2013
#A4373501					
Havis Veh mntgbasepkg Chvy Tah	51.000	457.5900	EA	23,337.09	02/11/2013
#A3985782					
				Total Order	
Terms NET 30				249,777.09	

This purchase order encumbers funds in the amount of $249,777 awarded to Dell Marketing LP of Round Rock, Texas on January 31, 2013. The following is incorporated into and made part of this purchase order by reference: Price quotation 642066108 dated January 10, 2013 from Dell Marketing LP of Round Rock, Texas and DIR-SDD-890-TX Contract. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

QUOTATION

Quote #:	**642066108**
Customer #:	**001784159**
Contract #:	**48ABO**
CustomerAgreement #:	**DIR-SDD-890-TX**
Quote Date:	**01/10/2013**
Date: 1/10/2013	**Customer Name:** **CITY OF LUBBOCK**

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP:	DUANE MCCOY	**PHONE:**	1800 - 8793355
Email Address:	Duane_McCoy@Dell.com	**Phone Ext:**	80000

GROUP: 1 QUANTITY: 51 SYSTEM PRICE: $3,572.00 GROUP TOTAL: $182,172.00

Description	Quantity
Dell Latitude E6420 XFR (225-0809)	1
Intel Core i5-2520M, 2.50GHz, 3MB Cache, Dell Latitude E6X20 (317-5994)	1
4.0GB, DDR3-1333MHz SDRAM, 2 DIMMS, Dell Latitude (317-6239)	1
Internal English Backlit Keyboard, Red, Dell Latitude E6420 XFR (331-2135)	1
Quick Reference Guide, English, Dell Latitude E6420 XFR (331-2141)	1
Documentation (English/French), Dell Latitude E-Family/Mobile Precision (331-2169)	1
Intel HD Graphics 3000 with Fingerprint and Contactless Smartcard Reader, Dell Latitude E6420 XFR (318-0662)	1
128GB Dell Mobility Solid State Drive, 2.7MM, Dell Latitude E6420 XFR (342-2577)	1
14.0 inch HD (1366x768) Outdoor Viewable with Direct Vue Touchscreen and Mic only (320-2237)	1
Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)	1
Windows 7 Professional, 32-bit, No Media, Latitude, English (421-8051)	1
External USB Modem for Latitude E-Family/Mobile Precision (313-7043)	1
90W 3-Pin, AC Adapter, Dell Latitude E (331-1719)	1
US - 3 foot Flat Power Cord, Dell Latitude (330-4016)	1
8X DVD+/-RW, Dell Latitude E (318-0330)	1
Cyberlink Power DVD 9.5.1,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4822)	1
Roxio Creator Starter,Media, Dell OptiPlex, Latitude and Precision Workstation (421-4540)	1
8X DVD+/-RW Bezel, Dell Latitude E6420 XFR (318-0712)	1
Triple RF-Pass-Thru, Latitude E6420 XFR (331-2139)	1
Intel WiFi Link 6205 (802.11a/g/n 2X2) 1/2 MiniCard for VPRO Latitude E/Mobile Precision (430-3961)	1
No Intel vPro Technology Advanced Management Features, Dell Latitude E6X20 (331-1226)	1
6-Cell (60WH) Primary Lithium Ion Battery for Latitude E6420 XFR (312-1214)	1

Dedicated SiRFstarIV GPS, Dell Latitude E6420 XFR (331-2143)	1
Energy Star Enabled/E-PEAT/Gold, Latitude E6420/ATG (331-1931)	1
Dell Wireless 5630 Multi-Mode EVDO-HSPA Mini-Card with A-GPS for Latitude and Mobile Precision (318-0407)	1
SIM Card Insertion Tool, Dell Latitude E6420 XFR (331-3572)	1
No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)	1
Dell Limited Hardware Warranty Plus Service Extended Year(s) (935-8968)	1
Dell Limited Hardware Warranty Plus Service Initial Year (931-4567)	1
ProSupport: Next Business Day Onsite Service After Remote Diagnosis 4 Year Extended (927-8354)	1
ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year (954-7200)	1
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com /ProSupport or call 1-866-516-3115 (989-3449)	1
ProSupport : 7x24 Technical Support, 4 Year Extended (928-8134)	1
ProSupport : 7x24 Technical Support, Initial (956-5210)	1
Standard On-Site Installation Declined (900-9987)	1
Accidental Damage Protection, 5 Year (927-8474)	1
Accidental Damage Service (988-7689)	1
Intel Core i5 Processor (331-1633)	1

SOFTWARE & ACCESSORIES **GROUP TOTAL: $67,605.09**

Product	Quantity	Unit Price	Total
Havis DS-DELL-111-3 - Docking station - for Dell Latitude E6420 XFR (A6540357)	51	$749.00	$38,199.00
90 W Power Supply for Dell Docking Stations (A4373501)	51	$119.00	$6,069.00
HAVIS VEHICLE MOUNTING BASE PACKAGE WITH SHORT HANDLE: CHEVROLET TAHOE (A3985782)	51	$457.59	$23,337.09

***Total Purchase Price:**	**$249,777.09**
Product Subtotal:	$249,777.09
Tax:	$0.00
Shipping & Handling:	$0.00
State Environmental Fee:	$0.00
Shipping Method:	LTL 5 DAY OR LESS
	(Amount denoted in $)*

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.
Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.
This proposal is not intended to create a contractual relationship. Unless expressly agreed otherwise in a writing signed by the parties, all orders by CITY OF LUBBOCK for Dell products and services shall be subject to Dell's Terms and Conditions of Sale-Direct, which can be found atwww.dell.com/terms, and which incorporate Dell's U.S. Return Policy, at www.dell.com/returnpolicy#total . Please read those terms carefully and in their entirety, and note in particular that Dell EqualLogic and EqualLogic-branded products, Dell|EMC and

EMC-branded products, PowerVault ML6000 tape libraries, non-Dell-branded enterprise products, enterprise software, and customized hardware or software products may not be returned at any time. Orders also shall be subject to the terms of any applicable service contract(s), which can be found at www.dell.com/servicecontracts.
All information supplied to CITY OF LUBBOCK for the purpose of this proposal is to be considered confidential information belonging to Dell.

About Dell

Dell Inc. (NASDAQ: DELL) listens to customers and delivers innovative technology and services they trust and value. Uniquely enabled by its direct business model, Dell is a leading global systems and services company and No. 34 on the Fortune 500. For more information, visit www.dell.com.

Privacy Policy

Dell respects your privacy. Across our business, around the world, Dell will collect, store, and use customer information only to support and enhance our relationship with your organization, for example, to process your purchase, provide service and support, and share product, service, and company news and offerings with you. Dell does not sell your personal information. For a complete statement of our Global Privacy Policy, please visit dell.com/privacy.

Regular City Council Meeting **5. 29.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 11160, a Ramp Area Use Agreement, between the City of Lubbock and United Parcel Service, Co.

Item Summary

United Parcel Service, Co. has had successful negotiations with ABX-Lubbock Ltd. to lease the former DHL building on the northwest side of the airport property. United Parcel Service, Co. will lease the ramp area located east of the building to conduct ground cargo operations.

The lease term is for three years beginning February 1, 2013, with the option to renew for one additional three-year period. The ramp consists of 105,237 square feet and will be leased at the rate of $.337 per square foot per year. On April 1, 2015, the square footage rate will increase to $.40 per square foot per year. A Consumer Price Index adjustment will then occur every year beginning January 2017. United Parcel Service, Co. will also pay landing fees which is currently $1.65 per 1,000 pounds of gross maximum aircraft landed weight.

The contract has the same conditions and rates as with FedEx. The City is obligated through Grant Assurances to the FAA to treat all providers of like services the same.

Fiscal Impact

The Ramp Area Usage revenue will be approximately $35,465 per year. There will also be additional revenue from landing fees.

Staff/Board Recommending

James W. Loomis, Executive Director of Aviation

Airport Advisory Board

Attachments

Resolution and Agreement - Aviation

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 Ramp Area Use Agreement at the Lubbock Preston Smith International Airport, by and between the City of Lubbock and United Parcel Service, Co, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-UPS, Co
January 4, 2013

LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT

RAMP AREA USE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement is entered into at Lubbock, Texas, by and between the CITY OF LUBBOCK, TEXAS, hereinafter referred to as "LESSOR", and UNITED PARCEL SERVICE, CO., hereinafter referred to as "LESSEE".

WITNESSETH:

WHEREAS, LESSOR owns and operates a public airport designated as Lubbock Preston Smith International Airport and hereinafter called "Airport;" and

WHEREAS, LESSEE desires to have priority use of approximately 105,237 square feet of ramp area at the Airport for the purpose of conducting air freight operations; and

WHEREAS, the Airport Board of the City of Lubbock has approved and recommends that LESSEE be granted priority use of such ramp area for a term hereinafter designated; and

WHEREAS, the City Council of the City of Lubbock accepts the recommendation of the Airport Board and finds that execution of this Agreement will properly serve the public interest of the citizens of the City of Lubbock;

NOW THEREFORE, for and in consideration of the covenants and conditions herein contained and other valuable consideration, LESSOR hereby authorizes LESSEE to exercise the rights, powers and privileges hereinafter set forth and does hereby grant to LESSEE priority use

of 105,237 square feet of ramp area whose location is designated on Exhibit "A" attached hereto and incorporated herein by reference as part of this Agreement.

ARTICLE I

1.01. NON-EXCLUSIVE. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of 49 USC 40103(e).

1.02. PURPOSE. LESSEE'S use of said ramp area shall be for the sole purpose of conducting air cargo freight operations, parking of aircraft owned and operated by LESSEE, its subsidiaries or others who LESSEE may from time to time contract with for the conduct of air cargo freight, and making incidental repairs to the aircraft that are necessary to the conduct of LESSEE'S air cargo operations.

1.03. SIGNS. LESSEE shall have the right to place signs identifying its business at locations on the Airport designated by the Director of Aviation of the City of Lubbock. Said signs shall be of a type, size and design approved in writing by the Director of Aviation. The installation of such signs must comply with all applicable City Codes and shall be without cost to LESSOR.

ARTICLE II

TERM

2.01. TERM. The initial term of this Agreement shall begin on February 1, 2013 and end on March 31, 2016. In addition to the initial term, LESSEE shall have the option to renew this Agreement for one (1) additional three (3) year

period. Notice of LESSEE'S intent to exercise a renewal option must be received in the office of the Director of Aviation at least thirty (30) days prior to the end of the initial term if LESSEE desires to renew this Agreement for the three (3) year renewal period.

2.02. HOLDING OVER. In the event LESSEE continues its usage of the ramp area after the expiration of this Agreement, without any written renewal or extension of this Agreement, such holding over shall not be deemed as a renewal or extension of the same, and may be terminated at any time by the Director of Aviation of LESSOR.

ARTICLE III

FEES

3.01. RAMP USE FEE. LESSEE shall pay to LESSOR a ramp use fee for 105,237 square feet at the rate of $.337 per square foot per year. Annual rental will be **THIRTY-FIVE THOUSAND FOUR HUNDRED SIXTY-FOUR AND 87/100 DOLLARS ($35,464.87)** which shall be due and payable in (12) equal monthly installments of **TWO THOUSAND NINE HUNDRED FIFTY-FIVE AND 41/100 DOLLARS ($2,955.41)**.

Effective April 1, 2015, the rate will increase to $0.40 per square foot per year and will be adjusted upward or downward for each ensuing calendar year beginning January 1, 2017, in direct proportion to the fluctuation in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers. Any adjustment to the rental rates resulting from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding twelve (12) months.

3.02 LANDING FEES. In addition to the ramp use fee, LESSEE shall also pay LESSOR landing fees upon execution of this Agreement at the rate of 125% of the rate established for Certified Passenger Air Transportation Companies (CPATC) operating under the standard long-term agreement for Lubbock Preston Smith International Airport in effect for such air carriers. If during the term of this Agreement, the CPATC and LESSOR agree to permit eligible cargo carriers to pay a landing fee rate identical to the CPATC rate or less than the current 125% rate set forth above, then such change shall be made upon written notice by LESSOR to LESSEE and no amendment to this Agreement shall be required.

Not later than the fifth (5^{th}) day of each month, LESSEE shall file with the Director of Aviation a report of LESSEE'S actual landings at the Airport for the preceding month, which report shall include the number and type of aircraft making such landings. Upon receipt of such report, LESSOR shall transmit to LESSEE a statement of the landing fees incurred by LESSEE for the preceding month. Payment shall be made by LESSEE to LESSOR on or before the 25^{th} day of the month in which such statement is transmitted. LESSEE shall further provide LESSOR with a summary of the approved maximum gross landing weights for each type of aircraft LESSEE operates at the Airport.

3.03. DEFAULT FOR FAILURE TO PAY FEES. If LESSEE fails to pay any fees due hereunder within thirty (30) days after LESSOR transmits a statement therefore to LESSEE, LESSOR may, at its option, upon fifteen (15) days written notice to LESSEE (unless in such fifteen (15) day period LESSEE shall have corrected such failure to pay) immediately or at any time thereafter, enter into and upon the ramp area or any part thereof in the name of the whole, and repossess the same without being deemed guilty of trespass.

3.04. PAYMENTS. All payments that become due and payable by LESSEE shall be made to the City of Lubbock at the office of the Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403.

3.05. EXEMPTION FROM FUEL FLOWAGE FEES. Upon payment of landing fees described in Section 3.02 of this Agreement, LESSEE will be exempt from any payments to the LESSOR for fuel flowage fees.

ARTICLE IV

RIGHTS RESERVED TO LESSOR

The following rights are reserved to LESSOR, and LESSEE agrees that all rights, powers and privileges granted under the terms of this Agreement shall be subordinated to LESSOR's rights as hereinafter stated.

4.01. AIRPORT HAZARDS. LESSOR reserves the right to take action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting or permitting the erection of any building or other structure on the Airport which in the opinion of LESSOR would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.02. AGREEMENT WITH UNITED STATES. During time of war or national emergency, LESSOR shall have the right to enter into an agreement with the United States government for military or naval use of all or part of the landing area, the publicly-owned air navigation facilities, and other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

4.03. SUBORDINATION OF LESSEE'S RIGHTS. This Agreement shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States pertaining to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

4.04. SUSPENSION OF LESSEE'S RIGHTS. All rights, privileges and interests acquired herein by LESSEE, at the option of LESSOR, following ninety (90) days written notice to LESSEE, may be suspended if such suspension is found by LESSOR, acting in good faith, to be necessary to secure federal financial aid for the development of the Airport, or further development of aeronautical operations thereon.

ARTICLE V

GENERAL CONDITIONS

This Agreement is granted subject to the following provisions and conditions:

5.01. RULES AND REGULATIONS. In conducting its business hereunder, LESSEE shall comply with all applicable laws of the United States of America and the State of Texas, the rules and regulations promulgated by their authority pertaining to aviation and air navigation, and all reasonable and applicable rules, regulations and ordinances of the City of Lubbock now in force or hereafter prescribed or promulgated by authority or by law.

5.02. IMPROVEMENTS OR ALTERATIONS. LESSEE shall not make, permit or suffer any additions, improvements or alterations to the ramp area without prior written consent of LESSOR. Any such additions, improvements or alterations made with the consent of

LESSOR shall be solely at the expense of LESSEE and unless such consent provides specifically that title to the additions, improvements or alterations so made shall vest in LESSEE, title hereto shall at all times remain in LESSOR and such additions, improvements or alterations shall be subject to all terms and conditions of this instrument.

5.03. REMOVAL AND DEMOLITION. LESSEE shall not remove or demolish, in whole or in part, any improvements that already exist on the ramp area without prior written consent of LESSOR, which may, at its discretion, condition such consent upon the obligation of LESSEE to replace the same improvements specified in such consent upon termination of this Agreement. LESSOR shall not impose unreasonable conditions on its consent.

5.04. MECHANIC'S LIENS. LESSEE shall not bind or attempt to bind LESSOR for payment of any money in connection with installations, alterations, additions or repairs on the ramp area or any of LESSEE's equipment or facilities located on ramp area and shall not permit any mechanic's, materialman's or contractor's liens to arise against the ramp area or any improvements, equipment, machinery or fixtures thereon belonging to LESSOR, and LESSEE expressly agrees that it will keep and save LESSOR harmless from all costs and damages resulting from any lien or liens of any character created or that may be asserted through any act or thing done by LESSEE.

5.05. DUTY TO DEFEND. In the event any mechanic's or other liens or orders for payment shall be filed against the ramp area or improvements thereon, or the property of LESSOR located thereon, during the term of this Agreement, LESSEE shall within twenty (20) days cause the same to be canceled and discharged of record by bond or otherwise, at the election and expense of LESSEE, and shall also defend on behalf of LESSOR, at LESSEE's sole

cost and expense, any action, suit or proceeding which may be brought for the enforcement of such liens or orders.

5.06. LESSOR'S RIGHT TO INSPECT. LESSOR, acting by and through the Director of Aviation or other designated representative, shall have the right to inspect the ramp area at all reasonable times during the term of this Agreement and any extension thereof.

5.07. DUTY TO REPAIR. Except as provided herein and to the extent allowed by law, any property of LESSOR or LESSEE, or for which LESSOR or LESSEE may be responsible, which is damaged or destroyed incident to the exercise of the rights or privileges herein granted, or which damage or destruction is occasioned by the negligence of the other party, its employees, agents, servants, patrons or invitees, shall be properly repaired or replaced by the negligent party to the extent cause by its negligence to the satisfaction of the other party (Director of Aviation of LESSOR or LESSEE as appropriate), or in lieu of such repair or replacement, the negligent party shall, if so required by the other party, pay the other party money in any amount deemed sufficient by him to compensate for the loss sustained or expense incurred by reason of the loss of, damage to, or destruction of such property. In the event any such loss, damage or destruction is caused in part by either LESSOR or LESSEE or their officers, agents or employees, then this duty to repair shall be prorated accordingly.

5.08. TRASH DISPOSAL. LESSEE shall at its sole expense provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse resulting from its business operations authorized by this Agreement.

5.09. UTILITIES. LESSEE agrees to pay for all utility charges resulting from or connected with LESSEE's use of the ramp area.

5.10. TAXES AND LICENSES. LESSEE shall pay all taxes of whatever character that may be lawfully levied or charged upon LESSEE's use of the ramp area. LESSEE shall obtain and pay for all licenses or permits necessary or required by law for the construction of any additional improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its business.

5.11. INDEMNIFICATION AND INSURANCE. The LESSOR, its officers, agents and employees shall stand indemnified by the LESSEE as provided by this Agreement. The LESSEE shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the LESSOR shall in no way be responsible therefore. In the exercise of the obligations and in the enjoyment of the privileges granted by this Agreement, the LESSEE shall indemnify and save harmless the LESSOR, its officers, agents and employees from any and all losses that result from any fault or negligence on the part of the LESSEE, its agents, employees or invitees, and shall indemnify the LESSOR, its officers, agents, and employees against any and all claims, demands, suits, judgments and losses in connection therewith, except for losses resulting from the LESSOR's negligence and willful misconduct.

The LESSEE shall maintain insurance at all times that this lease is in effect, at LESSEE's sole expense and with an underwriter, with an A or Best Rating, authorized to do business in the State of Texas and acceptable to the LESSOR, against claims of general liability, automobile liability and worker's compensation resulting from LESSEE's business activities at the Airport.

Aviation, General Liability and Auto Liability Insurance - The amount of insurance coverage shall not be less than **TEN MILLION AND NO/100 DOLLARS ($10,000,000.00)** for Combined Single Limit General Liability Insurance; or less than **ONE MILLION AND NO/100 ($1,000,000.00)** for Combined Single Limit Auto Liability Insurance.

Pollution Liability Insurance – The LESSEE shall maintain pollution liability coverage. LESSEE will be allowed to be self-insured for pollution coverage as long as LESSEE maintains the status of being a Fortune 500 Company.

Workers' Compensation and Employers Liability Insurance – The LESSEE shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, LESSEE shall maintain said coverage throughout the term of the Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the LESSEE maintains said coverage. LESSEE shall carry and maintain Employer Liability coverage in an amount no less than **ONE MILLION AND NO/100 ($1,000,000.00)**. Any termination of workers' compensation insurance coverage or any cancellation or nonrenewal of workers' compensation insurance coverage for the LESSEE shall be a material breach of this Agreement.

The above mentioned policies shall all include a waiver of subrogation. Certificates of Insurance and endorsements shall be filed with the LESSOR's Director of Aviation prior to entry upon the premises by the LESSEE. The Liability policies shall name the LESSOR as an additional insured on a primary and non-contributory basis, require the insurer to notify the Director of Aviation of any alteration, renewal or cancellation, and remain in full force and effect until at least ten (10) days after such notice of alteration, renewal or cancellation is received by the Director of Aviation.

The LESSEE will provide copies of the Certificates of Insurance and endorsements without expense to the LESSOR 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 LESSOR, LESSEE shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof. Any costs will be paid by the LESSEE.

5.12. LESSEE SHALL VACATE. On or before the date of expiration of this Agreement, LESSEE shall, as required by the Director of Aviation of LESSOR, vacate said ramp area, remove all property of LESSEE, and restore the ramp area and any improvements, facilities and equipment thereon to as good condition on such date of expiration as when received, ordinary wear and tear excepted. If, however, this Agreement is terminated pursuant to Article VI, LESSEE shall vacate the ramp area, remove said property (unless agreed otherwise previously), and restore the ramp area, improvements, facilities and equipment thereon as aforesaid within thirty (30) days following the date of such termination; provided, however, that LESSEE's right to remove its property (packages not considered property) is subject to the condition that LESSEE has paid in full all amounts due and owed to LESSOR under this Agreement. If LESSEE shall fail or neglect to remove said property and so restore the ramp area, improvements, facilities and equipment included thereon on or before said expiration or within thirty (30) days of such termination, then at the option of the Director of Aviation of LESSOR, said property shall either become the property of LESSOR without compensation therefore or the Director of Aviation may cause such property to be removed. The ramp area,

improvements, facilities and equipment included thereon to be restored at the expense of LESSEE, and no claim for damages against LESSOR, or its officers, agents or employees shall be created or made on account of such removal and restoration.

5.13. NON DISCRIMINATION. LESSEE, its agents and employees will not discriminate against any person or class of persons by reason of race, color, sex, religion or national origin in providing any services or in the use of any of its facilities provided for the public; nor shall LESSEE discriminate against any person or class of persons on the basis of age in a manner that violates any prohibition against such discrimination under the Age Discrimination Act of 1975, 42. U.S.C. 6101 et. seq. LESSEE further agrees to comply with such enforcement procedures as the United States might demand that LESSOR take in order to comply with the Sponsor's Assurances.

LESSEE agrees to not discriminate against any employees or applicants for employment because of race, color, age, sex, religion or national origin. LESSEE also agrees to take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, age, sex, religion or national origin. Such action shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment, layoff, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

LESSEE will also conduct its activities and operate its facilities in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973, and will assure that no qualified handicapped person shall, solely by reason of his or her handicap, be excluded from

participation, be denied the benefits of, or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity of LESSEE.

5.14. WARRANTY OF NO SOLICITATION. LESSEE warrants that it has not employed any person employed by LESSOR to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.

5.15. NO ASSIGNMENT. Except with prior written consent of the Director of Aviation of LESSOR, LESSEE shall not assign any of its rights hereunder. No such assignment made with the Director's consent shall affect LESSEE's obligations to make all required fee payments hereunder upon default of an assignee.

5.16. WAIVER. The failure of LESSOR to insist in any one or more instance upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions, and LESSEE's obligation with respect to such future performance shall continue to be in full force and effect.

5.17. DUTY TO PREVENT UNAUTHORIZED ACCESS TO THE RAMP AREA. LESSEE shall prohibit both unauthorized persons and vehicles from entering those Airport premises which LESSEE has priority use of, and LESSEE agrees that in the event that a civil penalty or fine is levied against the Airport or LESSOR, solely as a result of LESSEE's failure to comply or act in accordance with this provision or any other applicable federal, state or local statutes, ordinances, rules and regulations affecting the use, occupancy or operation of any of said premises, LESSEE shall immediately reimburse the Airport or LESSOR the full amount of

the penalty or fine and correct the act or omission leading to, causing or contributing to the violation.

5.18. DEVELOPMENT OF AIRPORT. LESSEE agrees that LESSOR has the right to further develop or improve the Airport as LESSOR deems necessary.

ARTICLE VI

TERMINATION

This Agreement is subject to termination for the reasons set forth below, provided that thirty (30) days written notice is given to the non-terminating party.

6.01. LESSEE'S RIGHT TO TERMINATE. LESSEE may terminate this Agreement upon the happening of any of the following:

A. The permanent abandonment by the LESSOR of the Airport as an air terminal.

B. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the ramp area for at least thirty (30) days.

C. The breach by LESSOR of any of the terms, covenants or conditions of this Agreement to be kept, performed and observed by LESSOR, and the failure of LESSOR to remedy such breach for a period of thirty (30) days after written notice from LESSEE of the existence of such breach.

D. The assumption by the United States Government, or any authorized agency of same, of the operation, control or use of the Airport and its facilities in such a manner as to substantially restrict LESSEE from operating under the terms of this Agreement, if such restriction is to continue or has continued for a period of three (3) months or more.

E. Should the third party building landlord terminate the building lease with LESSEE anytime between the 18th month and 36th month of the lease term (which coincides with the commencement and ending date of this Agreement).

6.02. LESSOR'S RIGHT TO TERMINATE. LESSOR may terminate this Agreement upon the happening of any of the following:

A. If LESSEE shall file a voluntary petition of bankruptcy; or, if proceedings in bankruptcy shall be instituted against LESSEE and it is thereafter adjudicated as bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for LESSEE's assets is appointed under state or federal law; or if LESSEE shall be divested of its rights, powers and privileges under this Agreement by other operation of law.

B. If LESSEE shall abandon and discontinue operations under this Agreement.

C. If LESSEE shall default in or fail to make any fee payments at the time and in the amounts required under this Agreement.

D. If LESSEE shall fail to perform, keep and observe all of the covenants and conditions contained in this Agreement to be performed, kept and observed by LESSEE.

E. If LESSEE shall fail to abide by all applicable laws, ordinances and rules and regulations of the United States, State of Texas, City of Lubbock or Director of Aviation of LESSOR.

F. If LESSOR, acting in good faith, finds termination of the rights, privileges and interests of LESSEE acquired under this Agreement to be necessary to secure federal financial

aid for the development of the Airport, or further development of aeronautical operations thereon.

6.03. FIRE DAMAGE. In the event the ramp area for which LESSEE is herein granted priority use is damaged by fire or other accidental cause during the term of this Agreement, or during any subsequent extension, so as to become totally or partially unusable, LESSOR shall have the option to restore the premises to their former condition. If LESSOR exercises its option to restore the premises, LESSOR shall proceed with due diligence. If the damage is so extensive as to prevent Lessee from using the ramp for the uses expressed in this Agreement, then LESSEE's obligation to pay fees hereunder shall abate for the time and to the extent that the ramp area has been rendered unusable. Should LESSOR not exercise its option to restore the premises, this Agreement shall terminate, such termination to be effective on the date of damage by fire or other accidental cause, and all fees due pursuant to this Agreement shall be apportioned to that date.

ARTICLE VII

MISCELLANEOUS PROVISIONS

7.01. NOTICES. Notices to LESSOR provided for herein shall be sufficient if sent by mail service , UPS, or certified mail, postage prepaid, addressed to the Director of Aviation, 5401 N. Martin Luther King Boulevard, Unit 389, Lubbock, Texas 79403, and notices to LESSEE, if sent by mail service, UPS, or certified mail, postage prepaid, addressed to United Parcel Service, Co. at 1400 N. Hurstborne Pkwy, Louisville, KY 40223, Attn: Airport Properties

Manager or to such other address as the parties may designate to each other in writing from time to time.

7.02. NON-ARBITRATION. The LESSOR and LESSEE reserve 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, neither party shall be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

7.03. ENTIRE AGREEMENT. This lease constitutes the entire agreement between the LESSOR and LESSEE, and any other written or parole agreement with is expressly waived.

EXECUTED this _____ day of _____, 2013.

CITY OF LUBBOCK, TEXAS

BY: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Becky Garza, City Secretary

UNITED PARCEL SERVICE, CO.

BY: _____

ATTEST:

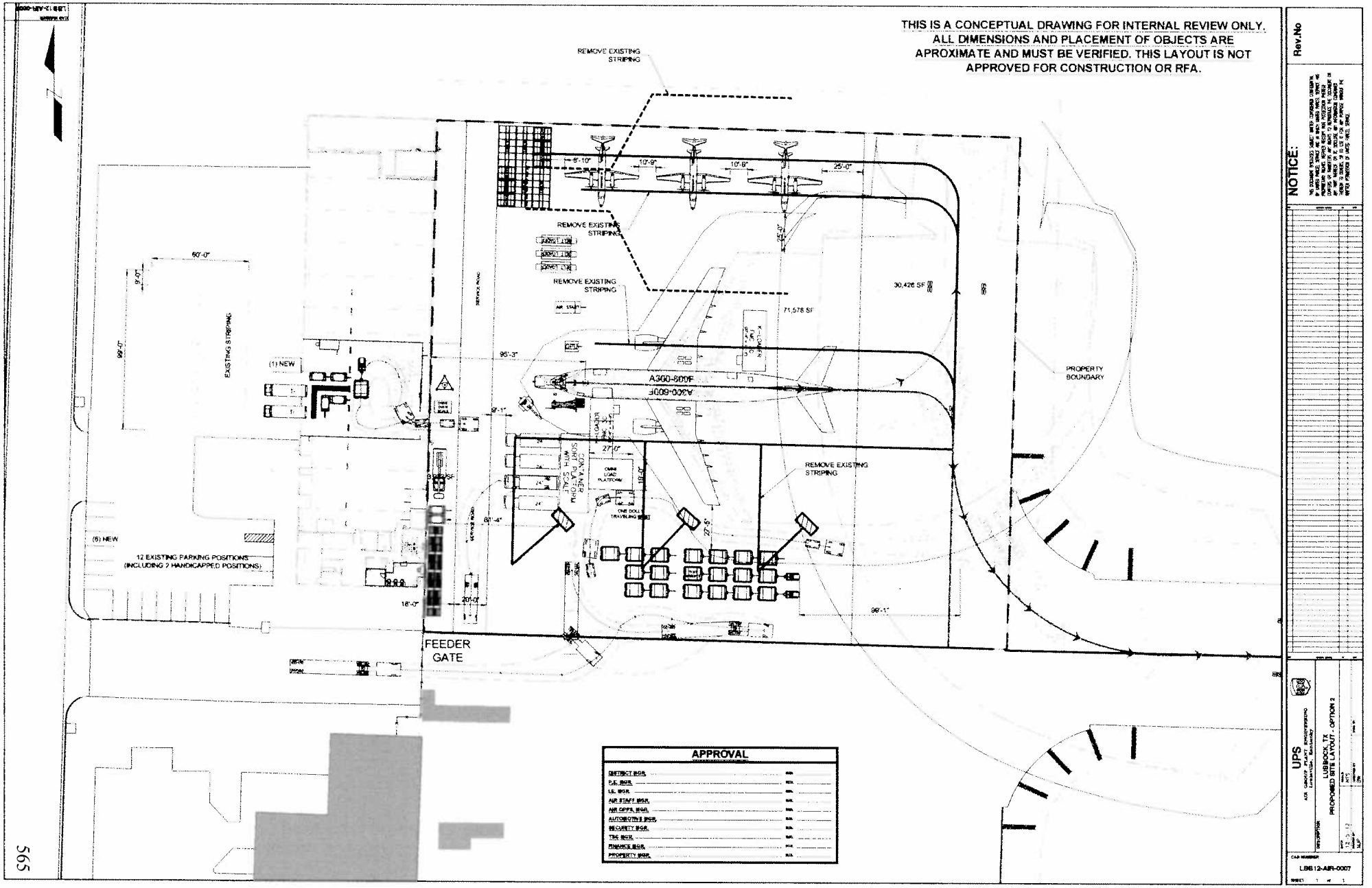
_____

APPROVED AS TO CONTENT:

_____
James W. Loomis, A.A.E.
Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney


THIS IS A CONCEPTUAL DRAWING FOR INTERNAL REVIEW ONLY.
ALL DIMENSIONS AND PLACEMENT OF OBJECTS ARE
APROXIMATE AND MUST BE VERIFIED. THIS LAYOUT IS NOT
APPROVED FOR CONSTRUCTION OR RFA.
REMOVE EXISTING STRIPING
REMOVE EXISTING STRIPING
REMOVE EXISTING STRIPING
REMOVE EXISTING STRIPING
30,426 SF
71,578 SF
PROPERTY BOUNDARY
A300-600F
A300-600F
EXISTING STRIPING
(1) NEW
(5) NEW
12 EXISTING PARKING POSITIONS
(INCLUDING 2 HANDICAPPED POSITIONS)
FEEDER GATE
APPROVAL
DISTRICT MGR.
P.E. MGR.
I.E. MGR.
AIR STAFF MGR.
AIR OPS. MGR.
AUTOMOTIVE MGR.
SECURITY MGR.
T&S MGR.
FINANCE MGR.
PROPERTY MGR.
NOTICE:
Rev.No
UPS
LUBBOCK, TX
PROPOSED SITE LAYOUT - OPTION 2
LBB12-ABR-0007

Regular City Council Meeting **5. 30.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a supplement to Amendment 5 to Contract 9002 with Parkhill, Smith & Cooper, Inc., (PSC) for construction phase services for Phase III of the Runway 8/26 and Taxiway Improvements Project at the Lubbock Preston Smith International Airport (LPSIA).

Item Summary

On October 13, 2011, City Council approved Amendment 5. The supplement to Amendment 5 is for additional services provided by Parkhill, Smith & Cooper due to the contractor overrunning the allotted contract time in completing Phase III of the Runway 08/26 and Taxiway Improvement project. It includes actual construction administration and resident project representative services provided during the overrun.

Parkhill, Smith and Cooper's Amendment 5 is a total of $1,698,500. With the additional supplement services of $33,843 the total will be amended to $1,732,343.

Fiscal Impact

$33,843 in liquidated damages on the construction project will offset the increased cost for this professional services amendment.

Staff/Board Recommending

James W. Loomis, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Supplement to Amendment 5
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, Supplement to Amendment No. 5 for construction phase services related to Phase 3 of the LBB Runway 08/26 and Taxiway Improvements Project, by and between the City of Lubbock and Parkhill, Smith & Cooper, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #5-Parkhill Smith & Cooper
January 16, 2013

PARKHILLSMITH&COOPER
PSC

4222 85th Street
Lubbock, Texas 79423
806.473.2200

January 8, 2013

Mr. James W. Loomis, A.A.E.
Director of Aviation
Lubbock Preston Smith International Airport
Administration Office, 2nd Floor
5401 N. Martin Luther King Jr. Blvd., Unit 389
Lubbock, Texas 79403

Re: **Supplement to Amendment No. 5**
Construction Phase Services for **LBB Runway 08/26 and Taxiway Improvements Phase 3**

Dear Mr. Loomis:

As previously discussed, we have prepared a **Supplement to Amendment No. 5** for construction phase services related to Phase 3 of the LBB Runway 08/26 and Taxiway Improvements project. This supplemental amendment is related to additional services provided by PSC due to the Contractor overrunning the allotted contract time.

As a basis for the supplemental amendment, PSC has accounted for actual Construction Administration and Resident Project Representative (RPR) services provided over and above the original Amendment 5 Task 1 maximum. Furthermore, we have included outstanding costs to complete the required project closeout report and also perform the one year walkthrough associated with the standard project warranty.

Applying PSC's 2012 and 2013 Hourly Rate Schedule to the hours compiled above, and including applicable reimbursable charges, yields a total additional services amount of **$33,843**. This is the amount proposed in the Supplement to Amendment 5 as additional services. In order to offset the cost of additional Construction Administration and RPR services, it is our understanding that the Contractor will be assessed liquidated damages in a corresponding amount.

If the terms of this amendment are agreeable to you, please sign and return one copy of this letter to our office. If you have any questions please call John Hamilton or me.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By _____
Mark D. Haberer, PE
Firm Principal/Project Manager

By _____
John T. Hamilton, PE
Firm Principal/Transportation Sector Dir.

Accepted by:

CITY OF LUBBOCK

By _____
Glen Robertson
Mayor

Attest:

By _____
Rebecca Garza
City Secretary

Approved as to Content:

By _____
James W. Loomis, A.A.E.
Director of Aviation

Approved as to Form:

By _____
Chad Weaver
City Attorney

IN TRIPLICATE
MDH/pas
Enclosures
\\Data1\Projects\2011\2711.11\ADMIN\CONTRACTS\FINAL\contract amendment 5 (supplement 1-8-13).doc

PARKHILLSMITH&COOPER

Period Ending	Employee	Hours	Rate	Total
Unbilled Task 1 charges through 12/28/12 (based on 2012 hourly rates)				
12/28/2012	Professional Level VI	5.50	$ 151.00	$ 830.50
12/28/2012	Professional Level IV	16.00	$ 116.00	$ 1,856.00
12/28/2012	Professional Level III	18.00	$ 98.00	$ 1,764.00
12/28/2012	Support Staff III	4.30	$ 76.00	$ 326.80
12/14/2012	Professional Level IV	12.50	$ 116.00	$ 1,450.00
12/14/2012	Professional Level III	20.50	$ 98.00	$ 2,009.00
12/14/2012	Support Staff III	5.40	$ 76.00	$ 410.40
12/14/2012	Support Staff II	3.50	$ 70.00	$ 245.00
9/21/2012	Professional Level IV	35.80	$ 116.00	$ 4,152.80
9/21/2012	Professional Level III	3.00	$ 98.00	$ 294.00
9/21/2012	Support Staff III	5.50	$ 76.00	$ 418.00
9/21/2012	Support Staff II	7.40	$ 70.00	$ 518.00
9/7/2012	Professional Level IV	10.33	$ 116.00	$ 1,198.28
Subtotal unbilled Task 1 charges through 12/28/12				**$ 15,472.78**
Task 1 charges projected for project closeout and 1yr inspection (based on 2013 hourly rates)				
	Professional Level VI	18.00	$ 158.00	$ 2,844.00
	Professional Level IV	67.00	$ 122.00	$ 8,174.00
	Professional Level III	32.00	$ 103.00	$ 3,296.00
	Support Staff III	47.00	$ 80.00	$ 3,760.00
	Mileage Charges (assuming 35mi/trip and 5 trips)	175.00	$ 0.55	$ 96.25
	Print Charges	1.00	$ 200.00	$ 200.00
Subtotal Task 1 charges projected for project closeout and 1 year inspection				**$ 18,370.25**
Total Supplement to Amendment No. 5				**$ 33,843.03**

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

Client: Lubbock Preston Smith International Airport
Project: LBB Runway 08/26 and Taxiway Improvements Phase 3
Agreement Date: January 8, 2013

January 1, 2012

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	$178.00
Engineer VII	
Architect VII	
Landscape Architect VII	
Interior Designer VII	
PROFESSIONAL LEVEL VI	$151.00
Engineer VI	
Architect VI	
Landscape Architect VI	
Interior Designer VI	
PROFESSIONAL LEVEL V	$134.00
Engineer V	
Architect V	
Landscape Architect V	
Interior Designer V	
PROFESSIONAL LEVEL IV	$116.00
Engineer III, IV	
Architect IV, Intern (Architect) IV	
Landscape Architect IV	
Interior Designer IV	
Technologist IV	
Resident Project Representative IV	
PROFESSIONAL LEVEL III	$98.00
Engineer I/II	
Architect III, Intern (Architect) III	
Landscape Architect III	
Intern (Landscape Architect) III	
Interior Designer III	
Technologist III	
Resident Project Representative III	
PROFESSIONAL LEVEL II	$87.00
Intern (Architect) II	
Interior Designer II, Intern (Interiors) II	
Landscape Architect II	
Technologist II	
Resident Project Representative II	
Clerical Supervisor II	

Classification	Hourly Rate
PROFESSIONAL LEVEL I	$79.00
Intern (Architect) I	
Intern (Interiors) I	
Intern (Landscape Architect) I	
Technologist I	
Resident Project Representative I	
Clerical Supervisor I	
SUPPORT STAFF III	$76.00
Engineering Technician III, IV	
CADD III, IV	
Administrative Secretary III	
Architect Technician III, IV	
Project Assistant I/II	
SUPPORT STAFF II	$70.00
Architect Technician I, II	
Engineering Technician I, II	
CADD I, II	
Accounting Clerk I, II	
Administrative Secretary I, II	
Project Assistant EL	
Word Processor I, II	
Receptionist I, II	
File Clerk I	
SUPPORT STAFF I	$40.00
Architectural Student EL	
Engineering Student EL	
Landscape Architecture Student EL	
Interiors Student EL	
CADD EL	
Accounting Clerk EL	
Word Processor EL	
Receptionist EL	
File Clerk EL	

Expenses

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

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

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

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

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2013

Client: Lubbock Preston Smith International Airport
Project: LBB Runway 08/26 and Taxiway Improvements Phase 3
Agreement Date: January 8, 2013

January 1, 2013

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	$187.00
Engineer VII	
Architect VII	
Landscape Architect VII	
Interior Designer VII	
PROFESSIONAL LEVEL VI	$158.00
Engineer VI	
Architect VI	
Landscape Architect VI	
Interior Designer VI	
PROFESSIONAL LEVEL V	$141.00
Engineer V	
Architect V	
Landscape Architect V	
Interior Designer V	
PROFESSIONAL LEVEL IV	$122.00
Engineer III, IV	
Architect IV, Intern (Architect) IV	
Landscape Architect IV	
Interior Designer IV	
Technologist IV	
Resident Project Representative IV	
PROFESSIONAL LEVEL III	$103.00
Engineer I/II	
Architect III, Intern (Architect) III	
Landscape Architect III	
Intern (Landscape Architect) III	
Interior Designer III	
Technologist III	
Resident Project Representative III	
PROFESSIONAL LEVEL II	$91.00
Intern (Architect) II	
Interior Designer II, Intern (Interiors) II	
Landscape Architect II	
Technologist II	
Resident Project Representative II	
Clerical Supervisor II	

Classification	Hourly Rate
PROFESSIONAL LEVEL I	$83.00
Intern (Architect) I	
Intern (Interiors) I	
Intern (Landscape Architect) I	
Technologist I	
Resident Project Representative I	
Clerical Supervisor I	
SUPPORT STAFF III	$80.00
Engineering Technician III, IV	
CADD III, IV	
Administrative Secretary III	
Architect Technician III, IV	
Project Assistant I/II	
SUPPORT STAFF II	$73.00
Architect Technician I, II	
Engineering Technician I, II	
CADD I, II	
Accounting Clerk I, II	
Administrative Secretary I, II	
Project Assistant EL	
Word Processor I, II	
Receptionist I, II	
File Clerk I	
SUPPORT STAFF I	$42.00
Architectural Student EL	
Engineering Student EL	
Landscape Architecture Student EL	
Interiors Student EL	
CADD EL	
Accounting Clerk EL	
Word Processor EL	
Receptionist EL	
File Clerk EL	

Expenses

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

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

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

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2013 through December 31, 2013. After December 31, 2013, invoices will reflect the Schedule of Charges currently in effect.

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number:	92257
Capital Project Name:	Phase III Runway 8/26 Improvements

	Budget
Encumbered/Expended	
Parkhill Smith and Cooper	$ 1,698,500
JD Abrams, LP	24,558,986
JD Abrams, LP Change Order 1	24,813
Advertising	1,925
FAA Reimbursable Agreement	520,453
Kutchins & Groh	2,625
JD Abrams, LP Change Order 2	(329,501)
Agenda Item January 31, 2013	
Parkhill Smith and Cooper	33,843
JD Abrams, LP Change Order 3	(33,843)
Encumbered/Expended To Date	26,477,801
Estimated Costs for Remaining Appropriation	
Contingency	899,525
Remaining Appropriation	899,525
Total Appropriation	$ 27,377,326

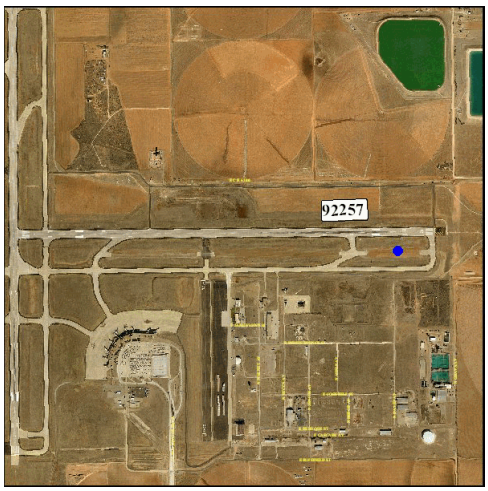
Project Name **Phase III Runway 8/26 Improvements** *Project Number* **92257**

Managing Department **Aviation Oper - Field Maint**

Project Manager **Kelly Campbell**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Phase III includes the overlay of Runway 08/26, continued work on the extension of Runway 08/26, reconstruction of Taxiway R, reconstruction of Taxiways K and P, construction of Runway 08/26 concrete shoulders, and the adjustment of navigation aids and related electrical improvements.

Project Justification

The project is included in the Airport Master Plan, approved by the City Council in March 2007. Airport Improvement Program (AIP) funds are the primary source of funding along with a local match (Passenger Facility Charge revenue). Discretionary AIP funds are necessary to complete the project. Bonds will be issued for the local match and PFC revenue will fund the debt service.

Project History

$22 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,615,600 was appropriated in the FY 2010-11 Budget Amendment No. 17, Ordinance No. 2011-O0084, September 27, 2011.
Reduced funding by $4,238,274 due to a decrease in the federal funding.

		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	27,377,326	0	0	0	0	0	0	27,377,326
Total Project Appropriation	27,377,326	0	0	0	0	0	0	27,377,326

		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
Federal Grant Funding	25,578,786	0	0	0	0	0	0	25,578,786
FY 2008 5-Year PFC Revenue CO's	915,063	0	0	0	0	0	0	915,063
FY 2008 7-Year PFC Revenue CO's	142,284	0	0	0	0	0	0	142,284
FY 2011 PFC Revenue CO's	741,193	0	0	0	0	0	0	741,193
Total Funding Sources	27,377,326	0	0	0	0	0	0	27,377,326

Regular City Council Meeting **5. 31.**

Meeting Date: 01/31/2013

Information

Agenda Item

Contract Resolution - Aviation: Consider a resolution authorizing the Mayor to execute change order 3 to Contract 10031 with J.D. Abrams, L.P. for the construction for Phase III of the Runway 8/26 and Taxiway Improvements Project at the Lubbock Preston Smith International Airport (LPSIA).

Item Summary

The contract time was overrun and change order 3 assesses the liquidated damages.

The change order offsets Parkhill, Smith and Cooper's additional charges for actual construction administration and resident project representative services provided during the overrun.

The change order reduces the project by $33,843, making the construction contract amount $24,220,455.

Fiscal Impact

$33,843 in liquidated damages will offset the increased cost of the construction phase services contract.

Staff/Board Recommending

James W. Loomis, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Change Order 3
JD Abrams Change Order 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, Change Order No. 3 to that certain Contract No. FAA AIP Project No. 3-48-0138-36-2011 by and between the City of Lubbock and JD Abrams, LP, and related documents. Said Change Order No. 3 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:

_____
James Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.ChgOrd#3 Contract-JD Abrams, LP
January 16, 2013

CITY OF LUBBOCK
CHANGE ORDER

Change Order #:	003	Contractor:	JD Abrams, LP
Date:	January 8, 2013	BID/ITB/RFP #:	11-10031-MA
Contract #:	FAA AIP Project No. 3-48-0138-36-2011	Project Name:	LBB 08/26 & Taxiway Improvements – PH3

"Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. **Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project *(attach additional pages if necessary)*:**

Liquidated Damages due to overrun of allotted Phase 3 contract time And impact to Construction Administration and Resident Project Representative budgets **($33,843.00)**

Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$ 24,558,986.39
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	($ 33,843.00)
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	-.14%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	($ 304,687.97)
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	($ 338,530.97)
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% Maximum*	-1.38%
G.	NEW CONTRACT AMOUNT (A+E):	$ 24,220,455.42

It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures *(please sign in order and return 3 originals with Contract Cover Sheet to Purchasing and Contract Management Department)*:

(1) CONTRACTOR _____ Date _____ (2) PROJECT ARCHITECT/ENGINEER _____ Date _____

Approved as to Content: Approved as to Form:

(3) OWNER'S REPRESENTATIVE _____ Date _____ (4) CITY ATTORNEY _____ Date _____

(5) CAPITAL PROJECTS MANAGER _____ Date _____ (6) PURCHASING AND CONTRACT MANAGER _____ Date _____

Change Orders over $25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK ATTEST:

(7) MAYOR _____ Date _____ (8) CITY SECRETARY _____ Date _____

Council Date:_____ Agenda Item #:_____ Resolution #:_____

City of Lubbock, TX
Capital Project
Project Cost Detail
January 31, 2013

Capital Project Number:	92257
Capital Project Name:	Phase III Runway 8/26 Improvements

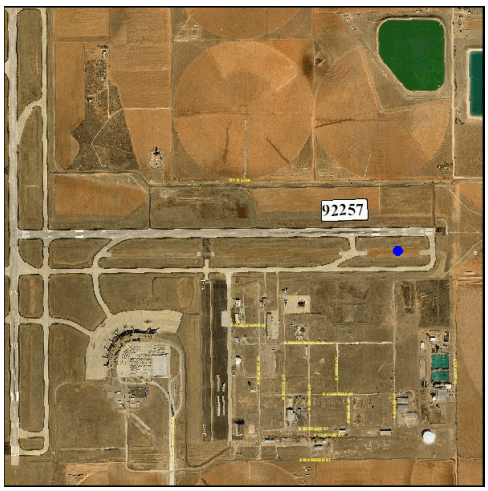
	Budget
Encumbered/Expended	
Parkhill Smith and Cooper	$ 1,698,500
JD Abrams, LP	24,558,986
JD Abrams, LP Change Order 1	24,813
Advertising	1,925
FAA Reimbursable Agreement	520,453
Kutchins & Groh	2,625
JD Abrams, LP Change Order 2	(329,501)
Agenda Item January 31, 2013	
Parkhill Smith and Cooper	33,843
JD Abrams, LP Change Order 3	(33,843)
Encumbered/Expended To Date	26,477,801
Estimated Costs for Remaining Appropriation	
Contingency	899,525
Remaining Appropriation	899,525
Total Appropriation	$ 27,377,326

Managing Department **Aviation Oper - Field Maint**

Project Manager **Kelly Campbell**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Phase III includes the overlay of Runway 08/26, continued work on the extension of Runway 08/26, reconstruction of Taxiway R, reconstruction of Taxiways K and P, construction of Runway 08/26 concrete shoulders, and the adjustment of navigation aids and related electrical improvements.

Project Justification

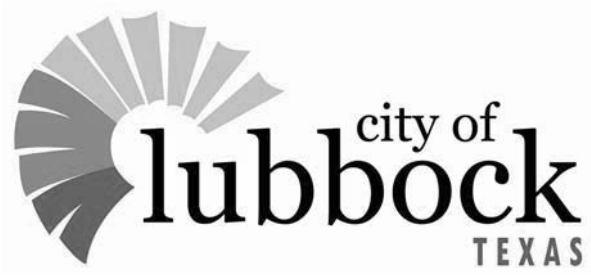
The project is included in the Airport Master Plan, approved by the City Council in March 2007. Airport Improvement Program (AIP) funds are the primary source of funding along with a local match (Passenger Facility Charge revenue). Discretionary AIP funds are necessary to complete the project. Bonds will be issued for the local match and PFC revenue will fund the debt service.

Project History

$22 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,615,600 was appropriated in the FY 2010-11 Budget Amendment No. 17, Ordinance No. 2011-O0084, September 27, 2011.
Reduced funding by $4,238,274 due to a decrease in the federal funding.

			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	27,377,326	0	0	0	0	0	0	27,377,326
Total Project Appropriation	27,377,326	0	0	0	0	0	0	27,377,326

			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
Federal Grant Funding	25,578,786	0	0	0	0	0	0	25,578,786
FY 2008 5-Year PFC Revenue CO's	915,063	0	0	0	0	0	0	915,063
FY 2008 7-Year PFC Revenue CO's	142,284	0	0	0	0	0	0	142,284
FY 2011 PFC Revenue CO's	741,193	0	0	0	0	0	0	741,193
Total Funding Sources	27,377,326	0	0	0	0	0	0	27,377,326


city of
lubbock
TEXAS

Regular City Council Meeting **6. 1.**

Meeting Date: 01/31/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: - Consider a request for Zone Case 3198, a request of Brumley Properties (for Hwy 179, Ltd.) for a zoning change from R-1 to C-4 for retail sales of commercial tires on 1.455 acres of unplatted land out of Block D6, Section 2 (8602 19th Street) and consider an ordinance.

Item Summary

Zoning Request:
From R-1 (single family) to C-4 (commercial district).

Proposed Land Use:
The applicant is proposing a commercial tire store.

Adjacent Land Uses:
North: (vacant), Zoned R-1(single family)
South: (vacant), Zoned R-1 (single family)
East: (vacant), Zoned R-1 (single family)
West: (Commercial), Zoned C-3 (general retail)

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant appeared before the commission.

Impact on the Comprehensive Land Use Plan (CLUP):
The property is consistent with the CLUP. Being on a state highway, the property is eligible for C-4 zoning. A significant amount of 19th Street is zoned in the manner this request is styled.

Staff is recommending a "strike list" of uses out of C-4. This list was developed and has been applied to most zone cases along 19th Street. Since 19th Street is a major entrance corridor to Lubbock, there has been an emphasis to limit certain heavier allowed uses within C-4 in an attempt to maintain a clean entrance to the city. Over the last 20-30 years since this area was annexed into the city, there has been a slow progression of development and with that growth, the corridor has been increasingly cleaned up.

P&Z Recommendation:

The C-4 uses shall be limited to:
1. Uses unconditionally permitted in the C-4 zoning district except:
a. Automobile body shops,
b. Billboards,
c. Commercial private clubs and teenage clubs,
d. Dancehall,
e. Feed store,
f. Used furniture store,

g. Gameroom (except as an incidental use in a restaurant), pool, billiard and/or domino parlor,
h. Motorcycle shop,
i. Second-hand goods store or pawn shop,
j. Used car lot, and
k. Nightclubs.

Fiscal Impact

None.

Staff/Board Recommending

The Planning Commission recommends approval of the request with conditions.
Quincy White, Assistant City Manager.

Attachments

Ordinance - Zone Case 3198

Zone Case 3198

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. 3198;** A ZONING CHANGE FROM **R-1** TO **C-4** ZONING DISTRICT ON **1.455 ACRES OF UNPLATTED LAND OUT OF BLOCK D6, SECTION 2,** 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. 3198

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-4** zoning district on **1.455 acres of unplatted land out of Block D6, Section 2,** City of Lubbock, Lubbock County, Texas located at **8602 19th 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 C-4 uses shall be limited to:

a. Uses unconditionally permitted in the C-4 zoning district except:

i. Automobile body shops;
ii. Billboards;
iii. Commercial private clubs and teenage clubs;
iv. Dancehall;
v. Feed store;
vi. Used furniture store;
vii. Gameroom (except as an incidental use in a restaurant), pool, billiard and/or domino parlor;
viii. Motorcycle shop;
ix. Second-hand goods store or pawn show;
x. Used car lot; and
xi. Nightclubs.

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, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3198
January 8, 2013

R 132175

EXHIBIT "A"

A 1.455 acre tract of land out of the Southwest 1/4 of Section 2, Block D-6, H.E. & W.T. R.R. Co. Survey, Lubbock County, Texas, and being more particularly described as follows:

BEGINNING at a 3/4" iron pipe found for the Northwest corner of this tract, same being the Northeast corner of a 2.066 acre tract, whence the Southwest corner of Section 2, Block D-6 bears West, 340.0 feet and South 0°02'45" East, 365.00 feet;

THENCE East, 45.71 feet to a 3/8" iron rod found for a corner of this tract;

THENCE South 44°04'48" East, 150.13 feet to a 3/8" iron rod;

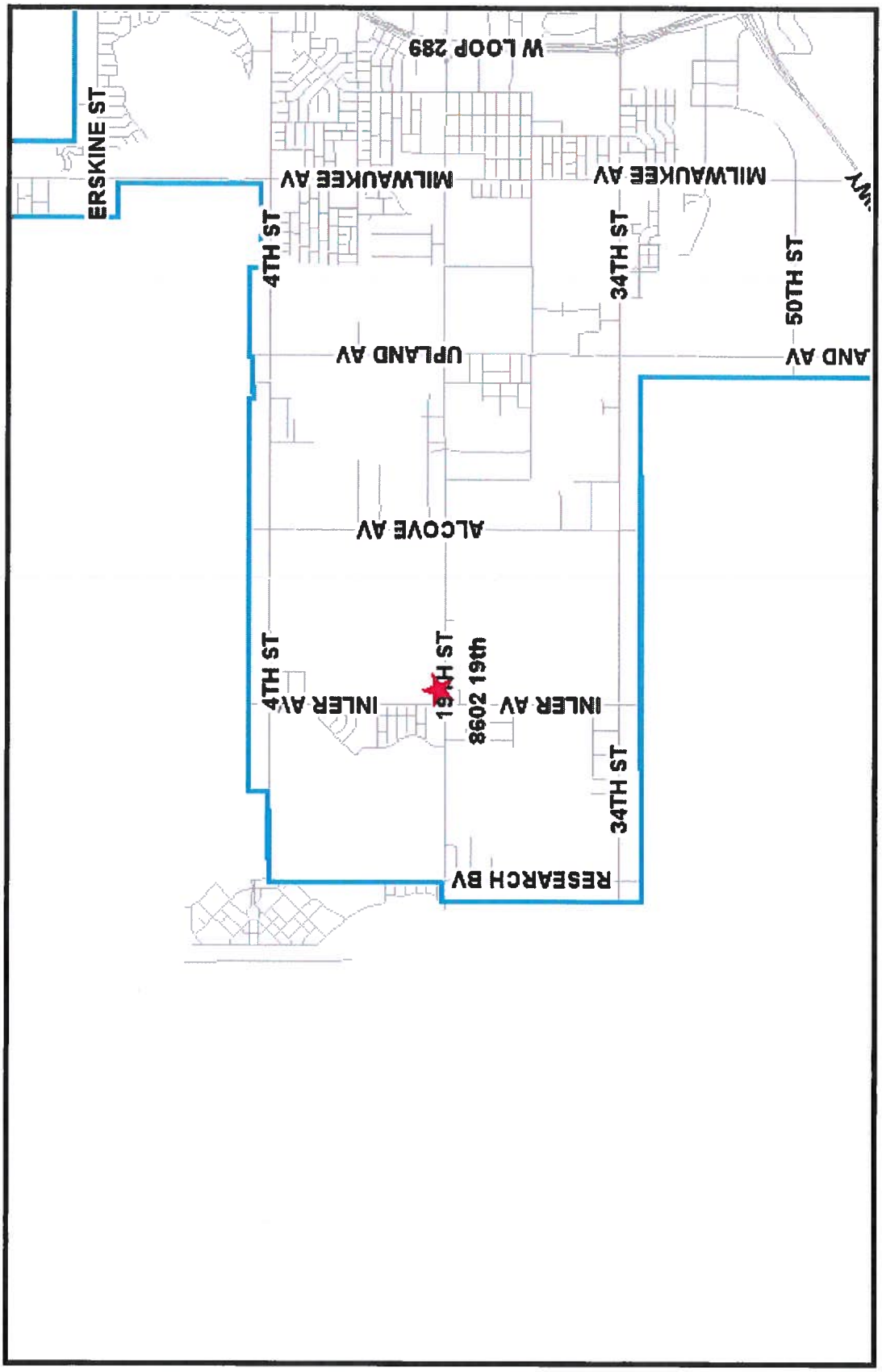
THENCE South 50°06'45" East, 100.03 feet to a 3/8" iron rod;

THENCE South 54°13'21" East, 115.00 feet to a 3/8" iron rod;

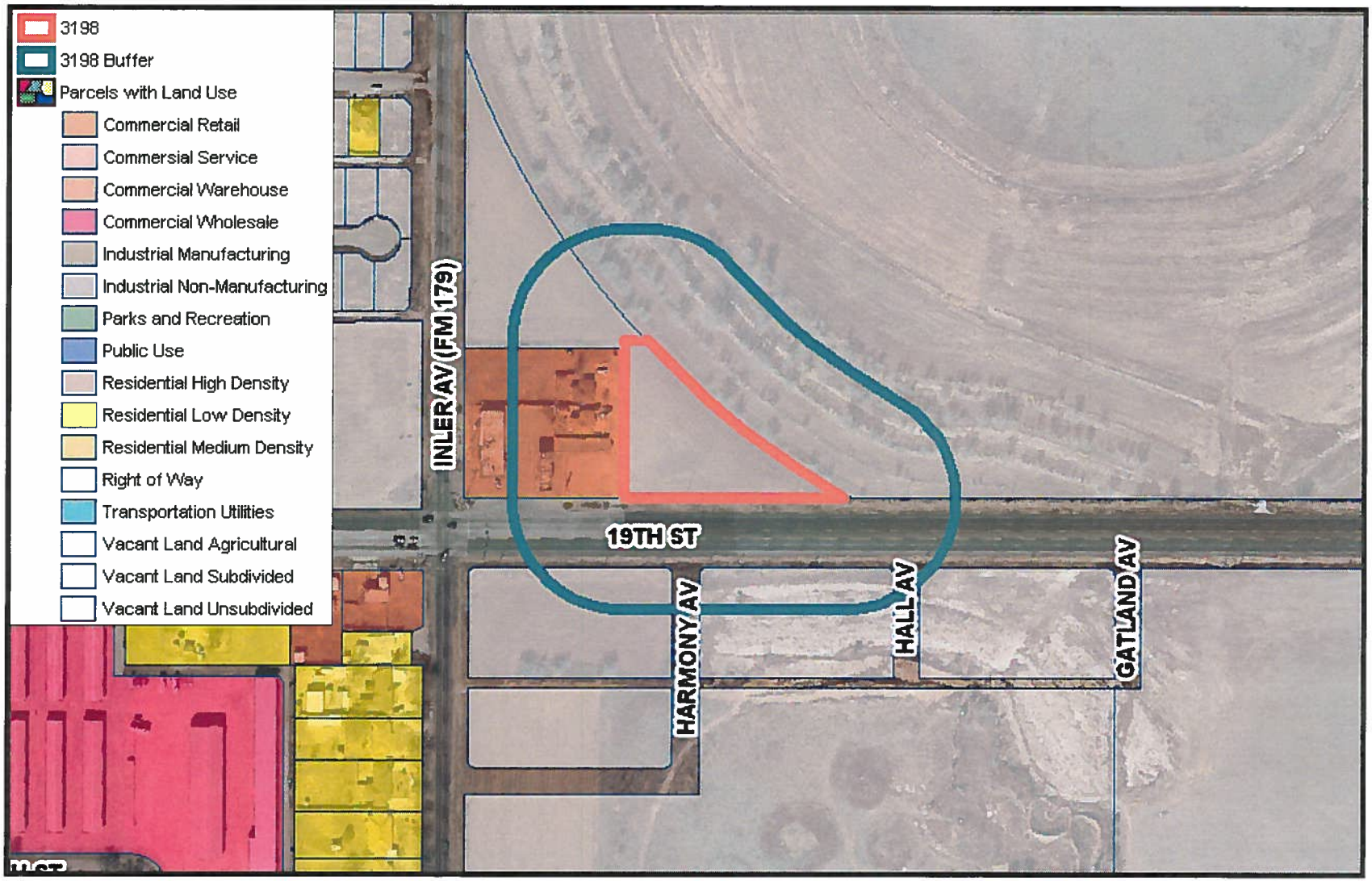
THENCE South 57°52'45" East, 114.29 feet to a 3/8" iron rod found in the North R.O.W. line of State Highway 116, for a corner of this tract;

THENCE West, 416.76 feet to a 3/4" iron pipe found for the Southwest corner of this tract and the Southeast corner of said 2.066 acre tract;

THENCE North 0°02'45" West, 300.0 feet to the PLACE OF BEGINNING.

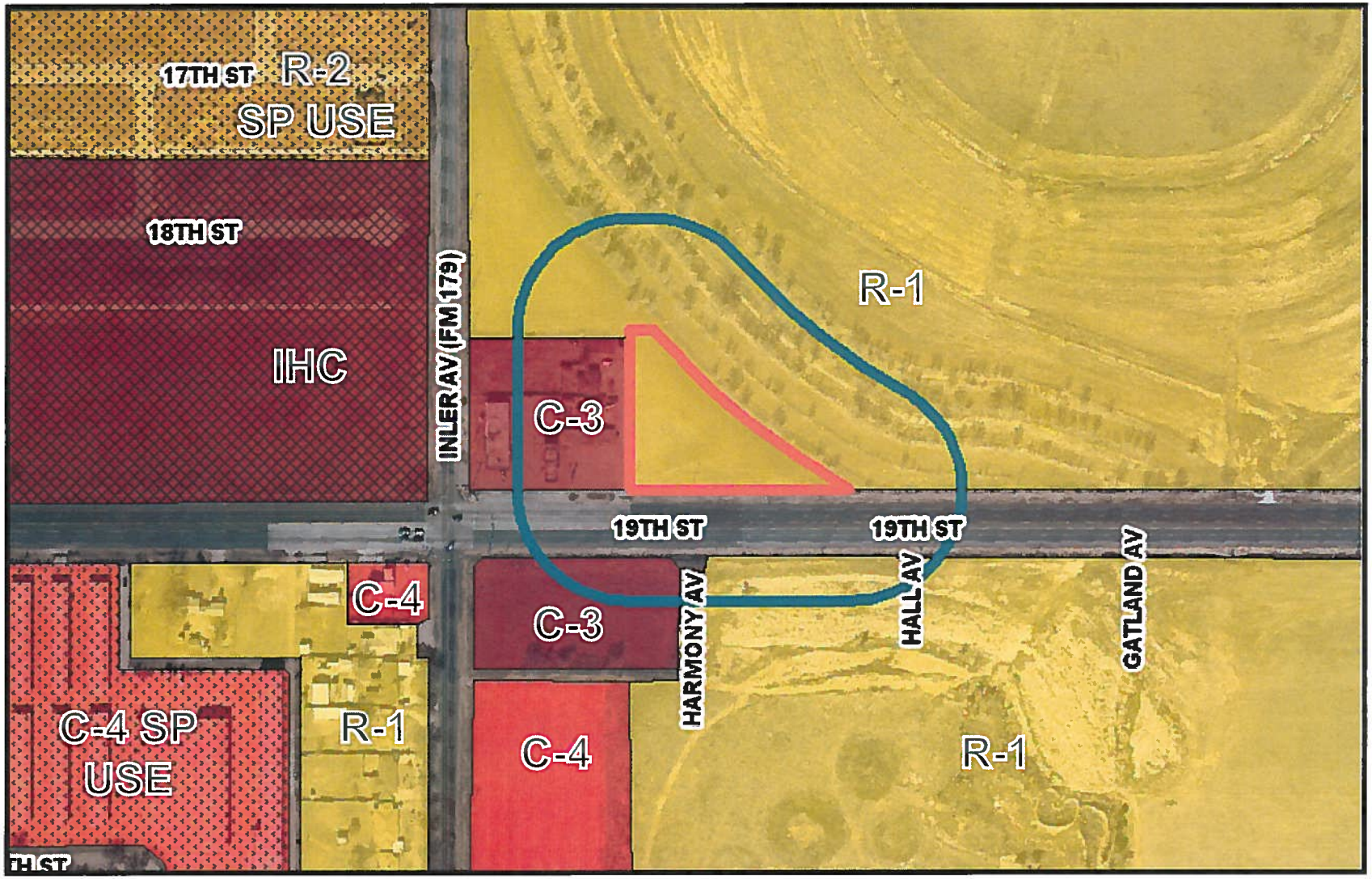


P.Z.C. Case 3198



P.Z.C. Case 3198

for a zoning change from R-1 to C-4 for retail sales of commercial tires, 8602 19th Street



P.Z.C. Case 3198 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Brumley Properties
1027- Willow Rd.
Street/Post Office Box
Wilson, Tx 79383
City State Zip
(806) 778-7559
Telephone

For Hwy 179, Ltd.
7931- 19th
Street/Post Office Box
Lubbock, Tx
City State Zip
(806) 791-3731
Telephone

Location or Address: 8602 - 19th Street, Lubbock, Tx 79407

Legal Description:* Blk D6, Sec. 2 AB1338 Tract G - 1.455 Acres

Existing Land Use: Vacant land **Existing Zoning:** R-1

Acreage or Square Footage of Property: 1.455 Acres (63,379.80sf)

Zoning Requested: C-4

Proposed Development: Caprock Tire, Inc. retail sales of commercial tires

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

Applicant's Signature

11-30-12
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: _____
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

Reciept 20800 Ck# 1168 **For City Use Only** Mt B map 77

Zone Case No.: 3198 **Agenda No.:** 1

Request for zoning change from: R-1 **To:** C-4

1.455 acres of unplatted land out of Block D6 Section 2

on Lot(s): _____ **Block(s):** —

Subdivision: — **Address:** 8602 19th 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.: 3198**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
DEC 31 REC'D
PLANNING DEPARTMENT

Print Name James A. Foy, Jr. (Jimmy)

Signature: [signature]

Address: P.O. Box 1769 Rigging, Idaho 83549

Address of Property Owned: 200 Acres, SE Corner FM 179 & 19th St.
56 Acres, NE Corner FM 179 & 34th St.

5 of 5

Zone Case Number: 3198 817
FOY JAMES A JR & ANN S
PO BOX 1269

RIGGING ID 83549-1269

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.: 3198**

In Favor of X

Opposed ____

RECEIVED
JAN 08 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Nancy Cade Edwards

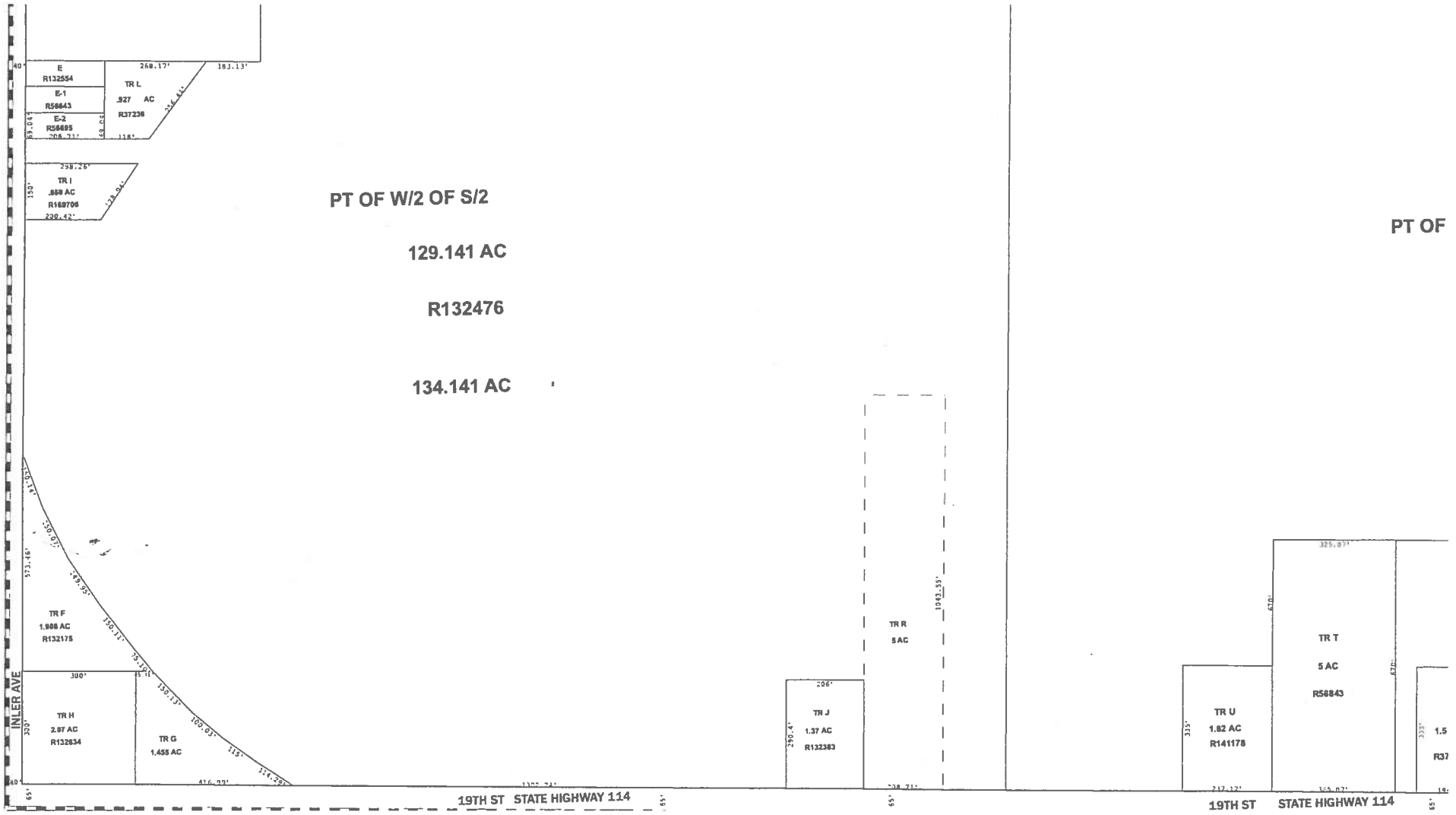
Signature: Nancy Cade Edwards

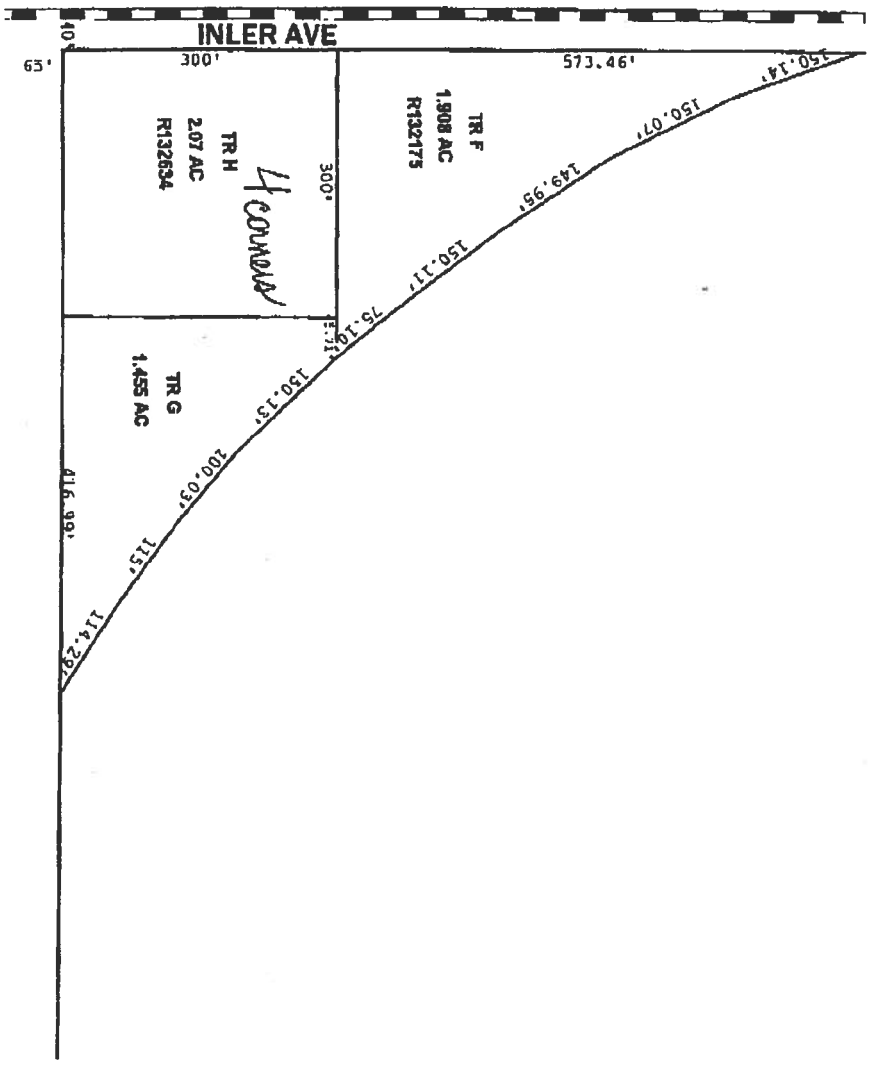
Address: 8320 19th St, Lubbock 79407

Address of Property Owned: 8320 19th St 79407

Zone Case Number: 3198 1376
EDWARDS NANCY CADE &
LLOYD
8320 19TH ST

LUBBOCK TX 79407-3909


PT OF W/2 OF S/2
129.141 AC
R132476
134.141 AC
PT OF
E
R132554
E-1
R56843
E-2
R56885
TR L
.927 AC
R37236
TR I
.859 AC
R169706
TR F
1.986 AC
R132175
TR H
2.07 AC
R132834
TR G
1.455 AC
TR J
1.37 AC
R132383
TR R
5 AC
TR U
1.82 AC
R141178
TR T
5 AC
R56843
INLER AVE
19TH ST STATE HIGHWAY 114
19TH ST
STATE HIGHWAY 114


INLER AVE
40'
65'
300'
573.46'
TR H
2.07 AC
R132634
300'
TR F
1.908 AC
R132173
4 corners
TR G
1.455 AC
150.14'
150.07'
149.95'
150.11'
75.10'
150.13'
200.03'
113'
114.29'
416.98'

Regular City Council Meeting **6. 2.**

Meeting Date: 01/31/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3199, a request of Hugo Reed and Associates, Inc. (for Steve Pitts) for a zoning change from T to C-3 on 18.4 acres of unplatted land out of Block E-2, Section 22 (southeast corner of 114th Street and Quaker Avenue) and consider an ordinance.

Item Summary

Zoning Request:
From "T" (Transitional) to C-3 (General Retail District).

Proposed Land Use:
The subject property is proposed to be zoned C-3.

Adjacent Land Uses:
N - (Transitional, Commercial), Zoned T (Transitional) and C-3.
S - (Transitional), Zoned T (Transitional)
E - (Transitional), Zoned T (Transitional)
W - (Commercial), Zoned CB-3 (Central Business District, General)

Planning and Zoning Commission (P&Z) Public Hearing Notes:
No one other than the applicant appeared before the Planning and Zoning Commission.

Impact on the Comprehensive Land Use Plan (CLUP):
The proposal represents a minor change to the CLUP. The proposal is to zone 18.4 acres as C-3 which exceeds the 10 acres of Commercial designated by the CLUP. Much of the property surrounding this proposal is relatively undeveloped, minimizing the impact the additional Commercial designation will have on the surrounding properties. The property is currently zoned as T (Transitional) which is the standard zoning for any property when annexed into the City.

P&Z Recommendation with any proposed conditions:
The Planning Commission recommends approval of the request.

Fiscal Impact

None.

Staff/Board Recommending

The Planning Commission recommends approval of the request.
Quincy White, Assistant City Manager.

Attachments

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. 3199;** A ZONING CHANGE FROM **T** TO **C-3** ZONING DISTRICT ON **18.4 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 22,** 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. 3199

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 **18.4 acres of unplatted land out of Block E-2, Section 22**, City of Lubbock, Lubbock County, Texas, located at **southeast corner of 114th Street and Quaker 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/ZC3199
January 8, 2013

LAND SURVEYORS
CIVIL ENGINEERS

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

Proposed C-3 Zoning

METES AND BOUNDS DESCRIPTION of an approximately 18.4 acre tract of land located in Section 22, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northwest corner of Section 22, Block E-2, Lubbock County, Texas for the Northwest corner of this tract;

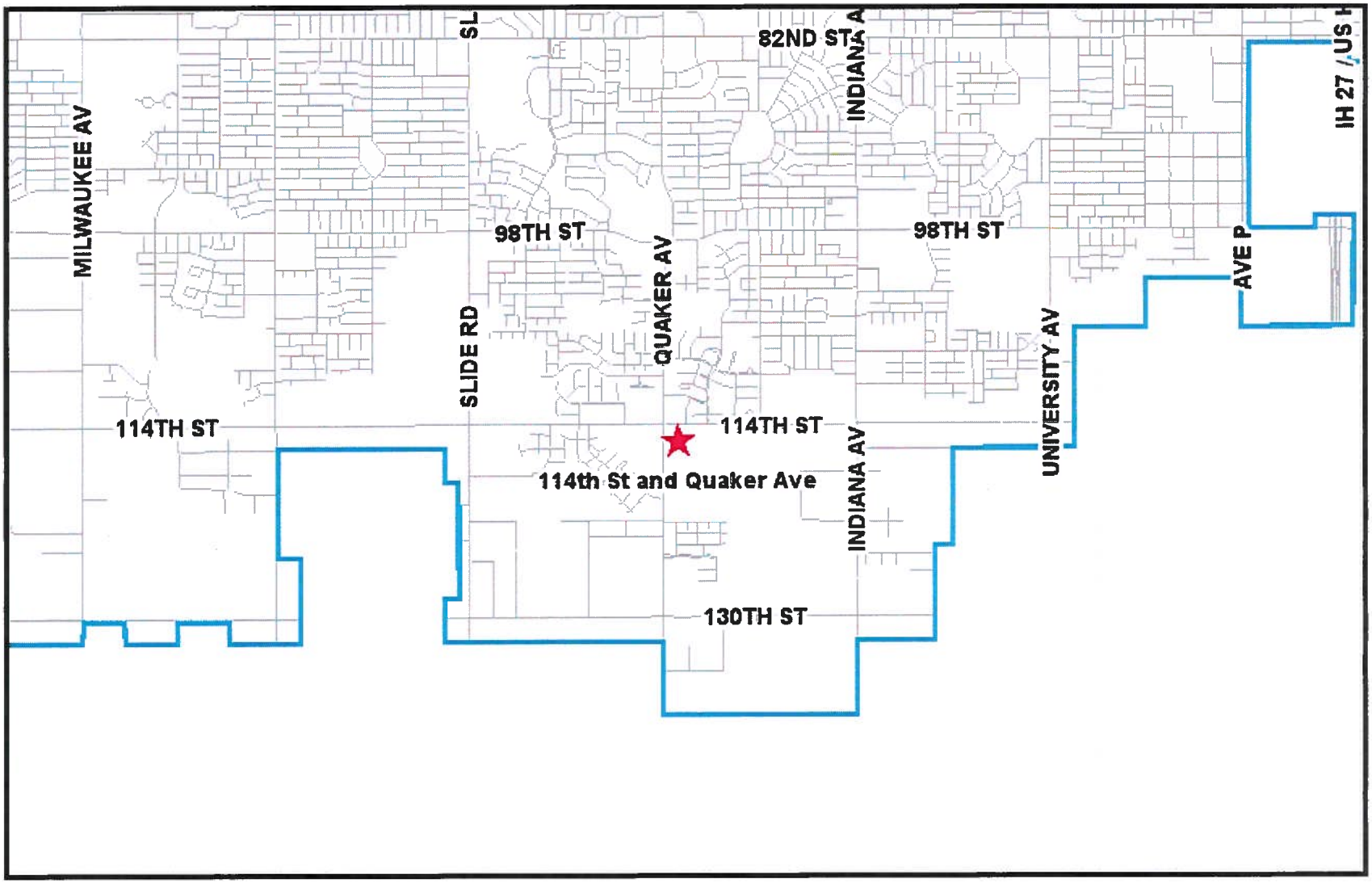
THENCE S. 88°17'04" E., along the North boundary line of said Section 22, Block E-2, an approximate distance of 899.9 feet to a point;

THENCE S. 01°42'56" W., an approximate distance of 890.0 feet to a point;

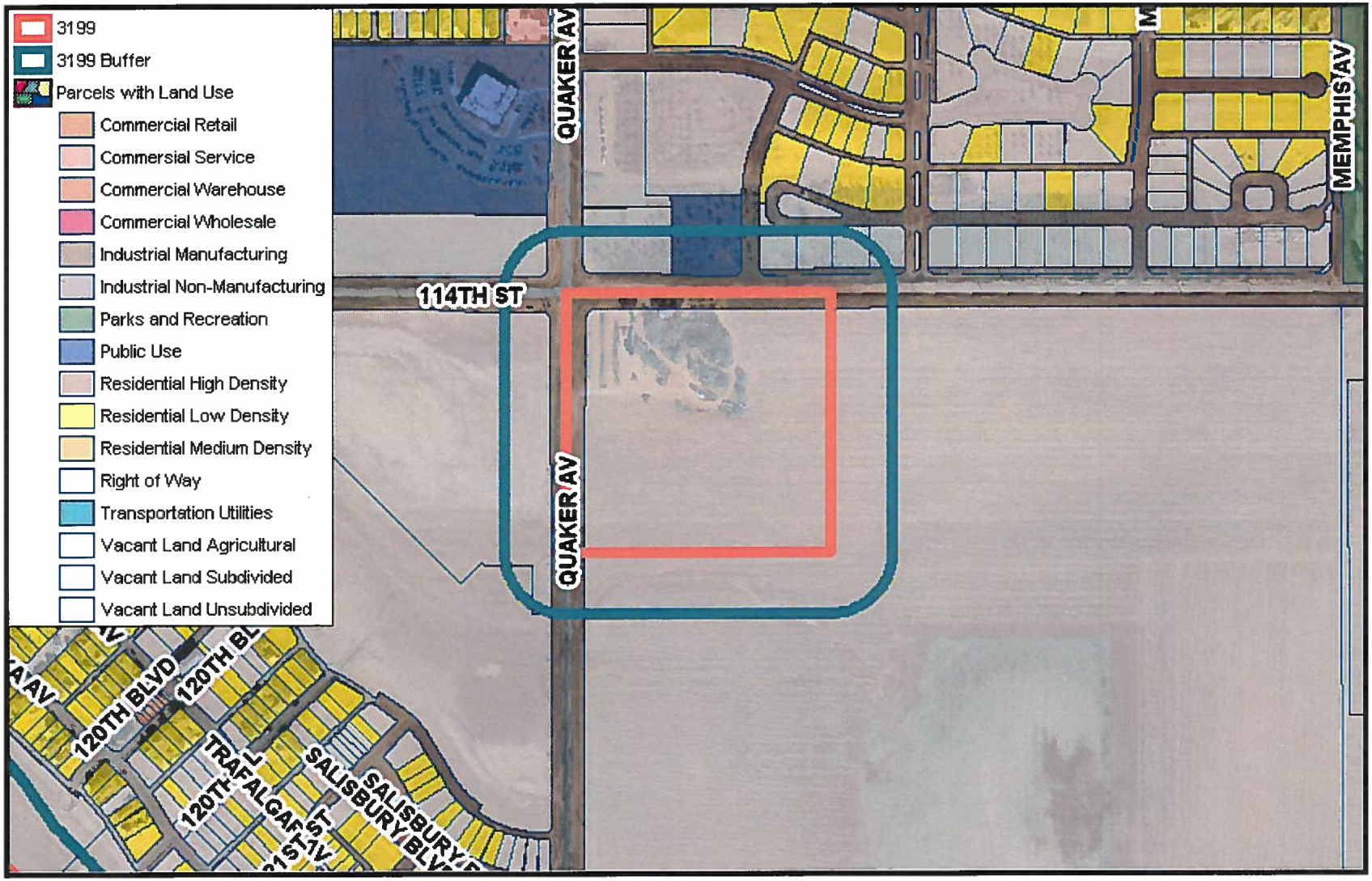
THENCE N. 88°17'04" W., an approximate distance of 901.4 feet to a point in the West line of said Section 22, Block E-2;

THENCE N. 01°48'50" E., along the West boundary line of said Section 22, Block E-2, an approximate distance of 890.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

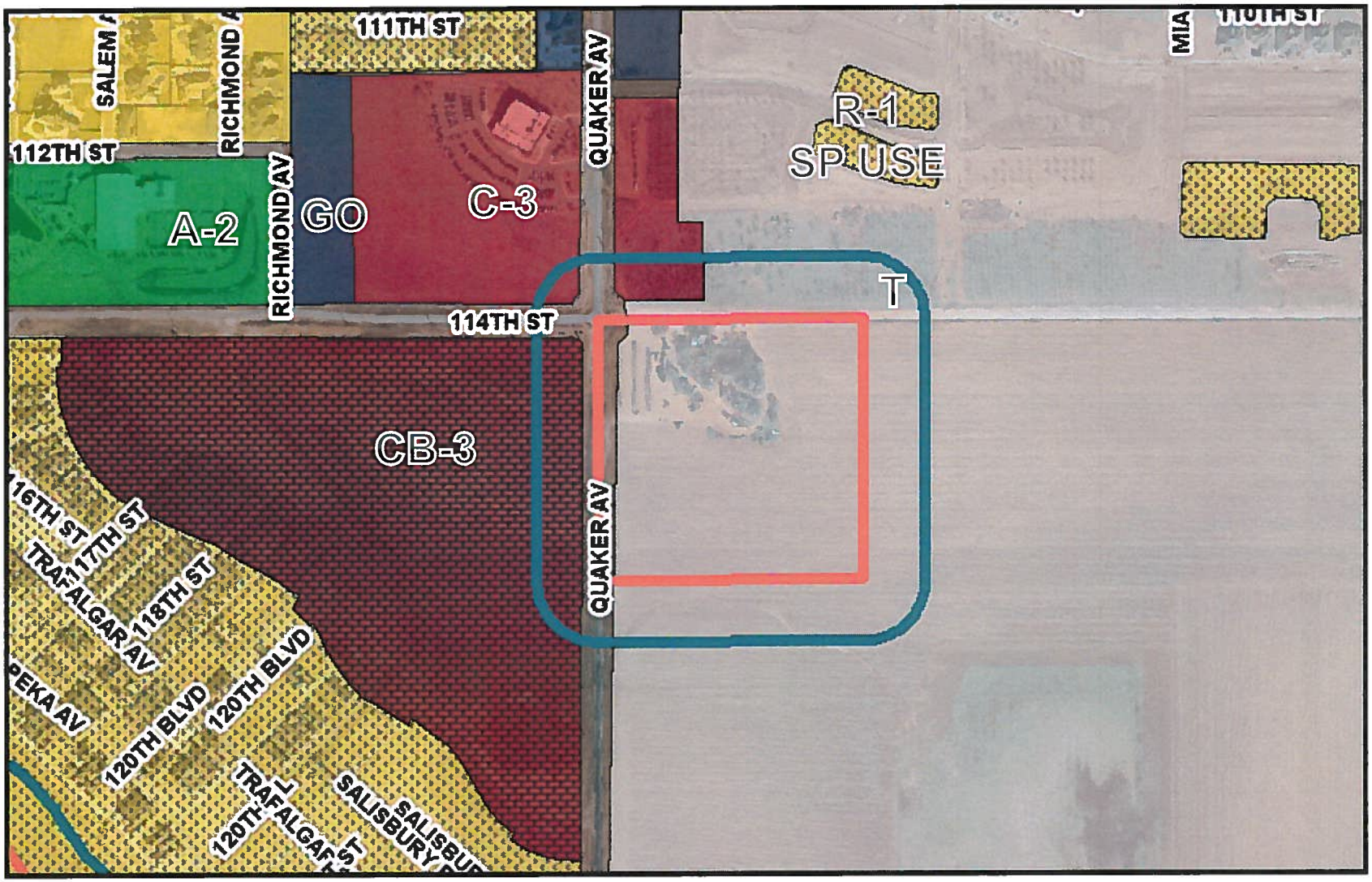


P.Z.C. Case 3199



P.Z.C. Case 3199

Request of Hugo Reed and Associates, Inc. (for Steve Pitts) for a zoning change from T to C-3, southeast corner of 114th Street and Quaker Avenue



P.Z.C. Case 3199 Zoning

APPLICATION FOR ZONE CHANGE

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

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

For **Steve Pitts**
PO Box 64334
Street/Post Office Box
Lubbock **TX** **79464**
City State Zip
806-790-3800
Telephone

Location or Address: Southeast corner of 114th Street and Quaker Avenue

Legal Description:* **See atttached**

Existing Land Use: **Vacant** **Existing Zoning:** **T**

Acreage or Square Footage of Property: **Approximately 18.4 Acres**

Zoning Requested: **C-3**

Proposed Development: **Undetermined**

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

Applicant's Signature

12/10/2012
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: **$529.00 (IDC #10457)**
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

receipt 17656 ck# 10457

For City Use Only

M & B Map 41

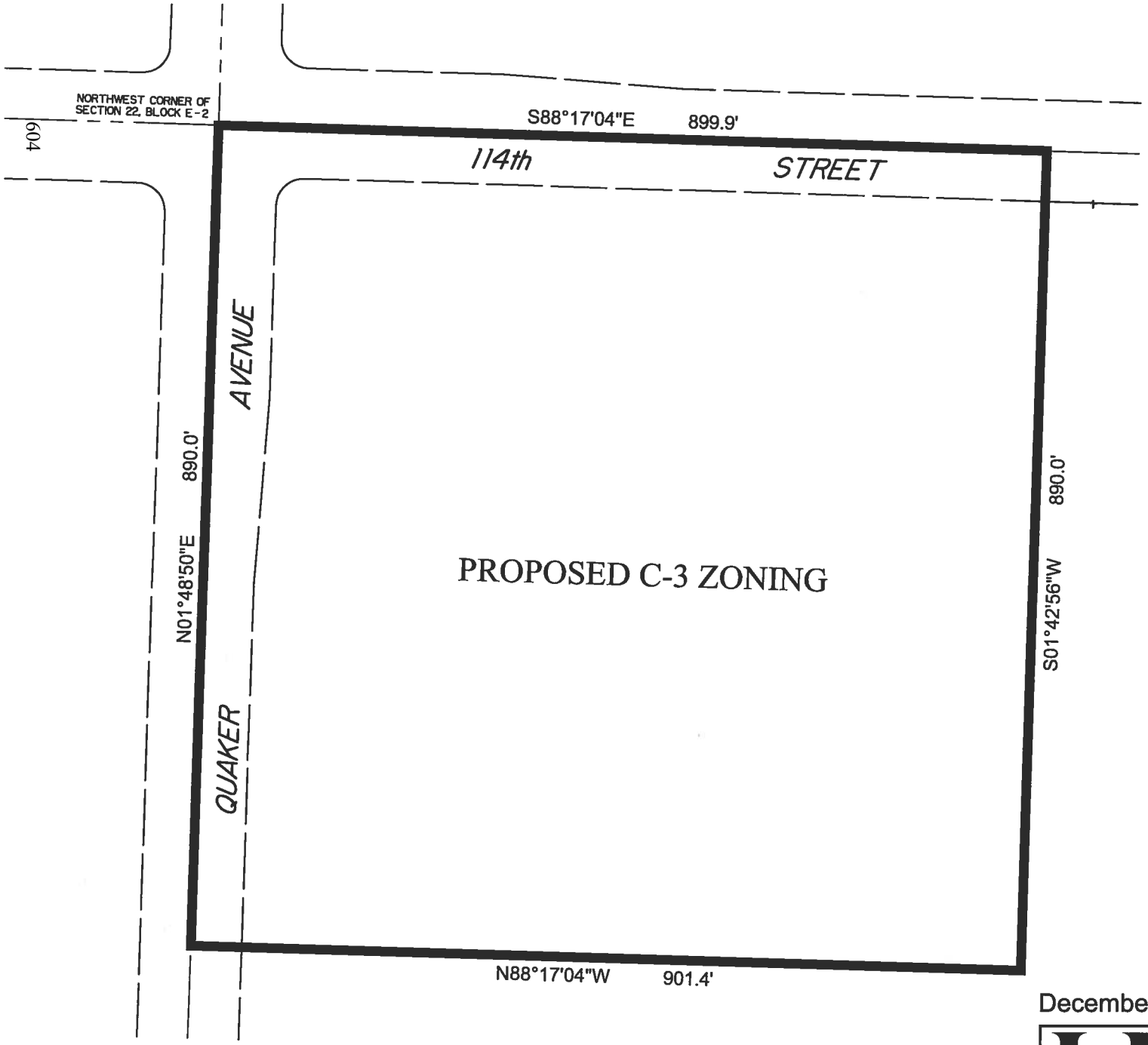
Zone Case No.: 3/99 **Agenda No.:** 2

Request for zoning change from: T **To:** C-3

18.4 acres of UN platted land out of Block E-2 Section 22

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** SE corner of 114th Street & Quaker Ave



December 10, 2012

Section 22, Block E-2

ZONE CHANGE REQUEST GRAPHIC

NORTH

Not to Scale

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

Regular City Council Meeting **6. 3.**

Meeting Date: 01/31/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 2508-G, a request of AMD Engineering, LLC (for Norton Baker) for a zoning change from A-1, C-3, and R-2 to A-1, C-2, and C-3 for apartment and commercial tracts on 23.93 acres of unplatted land out of Block E-2, Section 19 (northeast corner of 114th Street and Indiana Avenue) and consider an ordinance.

Item Summary

Zoning Request: The request is to rezone several parcels zoned R-2 (duplex), A-1 (family apartment) and C-3 (general retail) to a new configuration of C-3, C-2 (local retail) and A-1.

Proposed Land Use: The applicant has not indicated a proposed use for the new parcels other than commercial and apartments.

Adjacent Land Uses:
North: Zoned A-2 limited to a church and church related uses and R-2 Specific Use (duplex)
South: (vacant), Zoned T
East: (Residential), Zoned R-1 Specific Use (the area the subject of an appeal on this agenda)
West: (Residential and Commercial west of Indiana), Zoned C-3 (general retail) and R-1 Specific Use

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant appeared at the hearing.

Impact on the Comprehensive Land Use Plan (CLUP):
In 1979 the owners of the square mile between University and Indiana zoned the two-mile intersection corners C-3 with surroungding R-2 in a case that represents the CLUP. Development has taken more than 30 years to get to this location. The proposed request shuffles the commercial and apartment current zoning in a new configuration that meets what the owners are of the opinion will meet the current market and eliminates a strip of R-2 (duplex) that is now useless for the development pattern in the area. The new configuration meets more nearly what the CLUP contemplates at a corner of two thoroughfares, commercial on the corner with a buffer of apartments or duplex construction surrounding it.

The Planning Staff recommends approval of the proposal.

P&Z Commission Recommendation:
The Planning and Zoning Commission recommends approval of the request.

Fiscal Impact

None.

Staff/Board Recommending

The Planning and Zoning Commission recommends approval.
Quincy White, Assistant City Manager.

Attachments

Ordinance - Zone Case 2508-G

Zone Case 2508-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. 2508-G;** A ZONING CHANGE FROM **A-1, C-3, AND R-2** TO **A-1 AND C-2** ZONING DISTRICT ON **23.93 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 19,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 2508-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 **A-1, C-3 and R-2** to **A-1 and C-2** zoning district on **23.93 acres of unplatted land out of Block E-2, Section 19**, City of Lubbock, Lubbock County, Texas, located at **northeast corner of 114th 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
Randy Henson, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC2508-G
January 8, 2013

Rezone to A-1

METES AND BOUNDS DESCRIPTION of a 11.25 acre tract of land located in Section 19, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°56'55" E approximately 765.57 feet North approximately 55.00 feet from the Southwest corner of Section 19, Block E-2, Lubbock County, Texas;

THENCE N 0°0'19" W an approximate distance of 618.71 feet;

THENCE West an approximate distance of 410.52 feet;

THENCE North an approximate distance of 388.94 feet;

THENCE East an approximate distance of 718.50 feet;

THENCE S 45°0'10" E an approximate distance of 14.14 feet;

THENCE East an approximate distance of 10.00 feet;

THENCE S 0°0'19" E an approximate distance of 998.00 feet;

THENCE N 89°56'55"W an approximate distance of 328.02 feet to the Point of Beginning and containing approximately 11.25 acres, including any Right of Way.

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

Prepared for: Norton Baker
December 19, 2012

Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 10.00 acre tract of land located in Section 19, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°56'55"E approximately 85.0 feet and North approximately 65.0 feet from the Southwest corner of Section 19, Block E-2, Lubbock County, Texas;

THENCE N 44°58'28" W an approximate distance of 42.45 feet;

THENCE North an approximate distance of 578.13 feet;

THENCE East an approximate distance of 710.52 feet;

THENCE S 0°0'19" E an approximate distance of 618.77 feet;

THENCE N 89°56'55" W an approximate distance of 272.54 feet;

THENCE N 87°05'10" W an approximate distance of 200.25 feet;

THENCE N 89°56'55"W an approximate distance of 208.04 feet to the Point of Beginning and containing approximately 10.00 acres, including any Right of Way.

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

Prepared for: Norton Baker
December 19, 2012

Rezone to C-2

METES AND BOUNDS DESCRIPTION of a 2.68 acre tract of land located in Section 19, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°56'55" E approximately 55.0 feet and North approximately 673.13 feet from the Southwest corner of Section 19, Block E-2, Lubbock County, Texas;

THENCE North an approximate distance of 373.94 feet;

THENCE N 45°0'0" E an approximate distance of 21.21 feet;

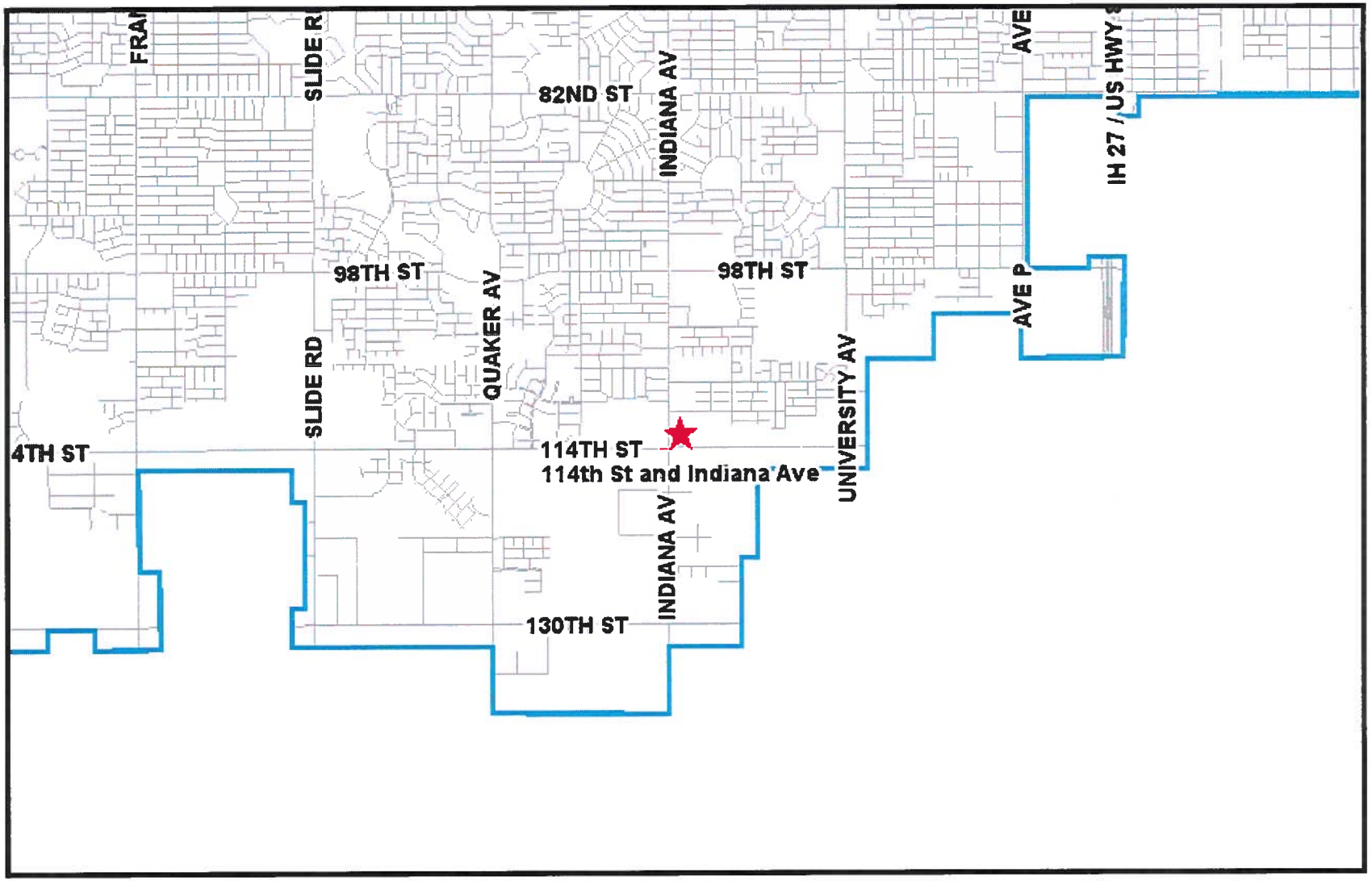
THENCE East an approximate distance of 285.00 feet;

THENCE South an approximate distance of 388.94 feet;

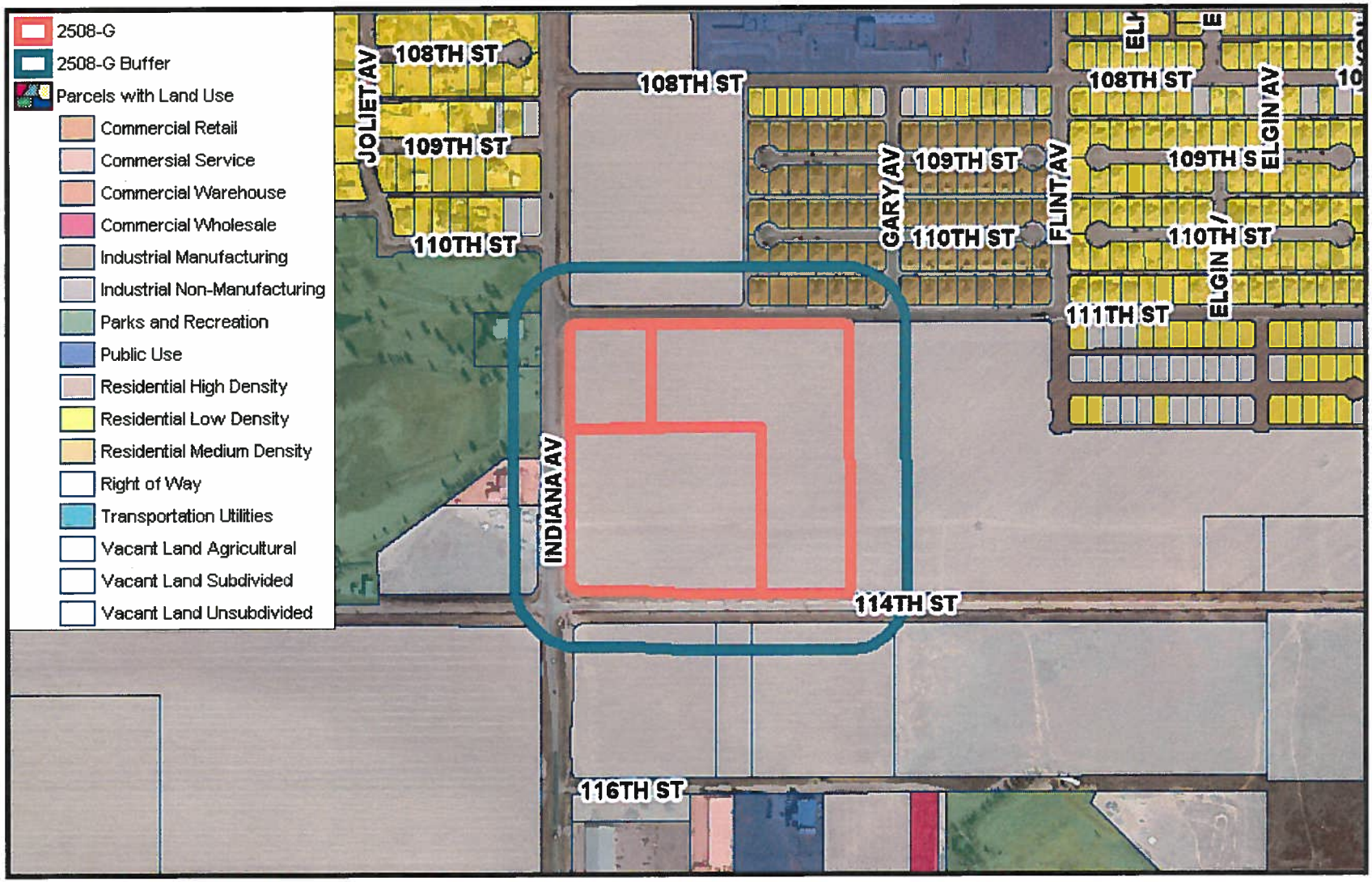
THENCE West an approximate distance of 300.00 feet to the Point of Beginning and containing approximately 2.68 acres, including any Right of Way.

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

Prepared for: Norton Baker
December 19, 2012

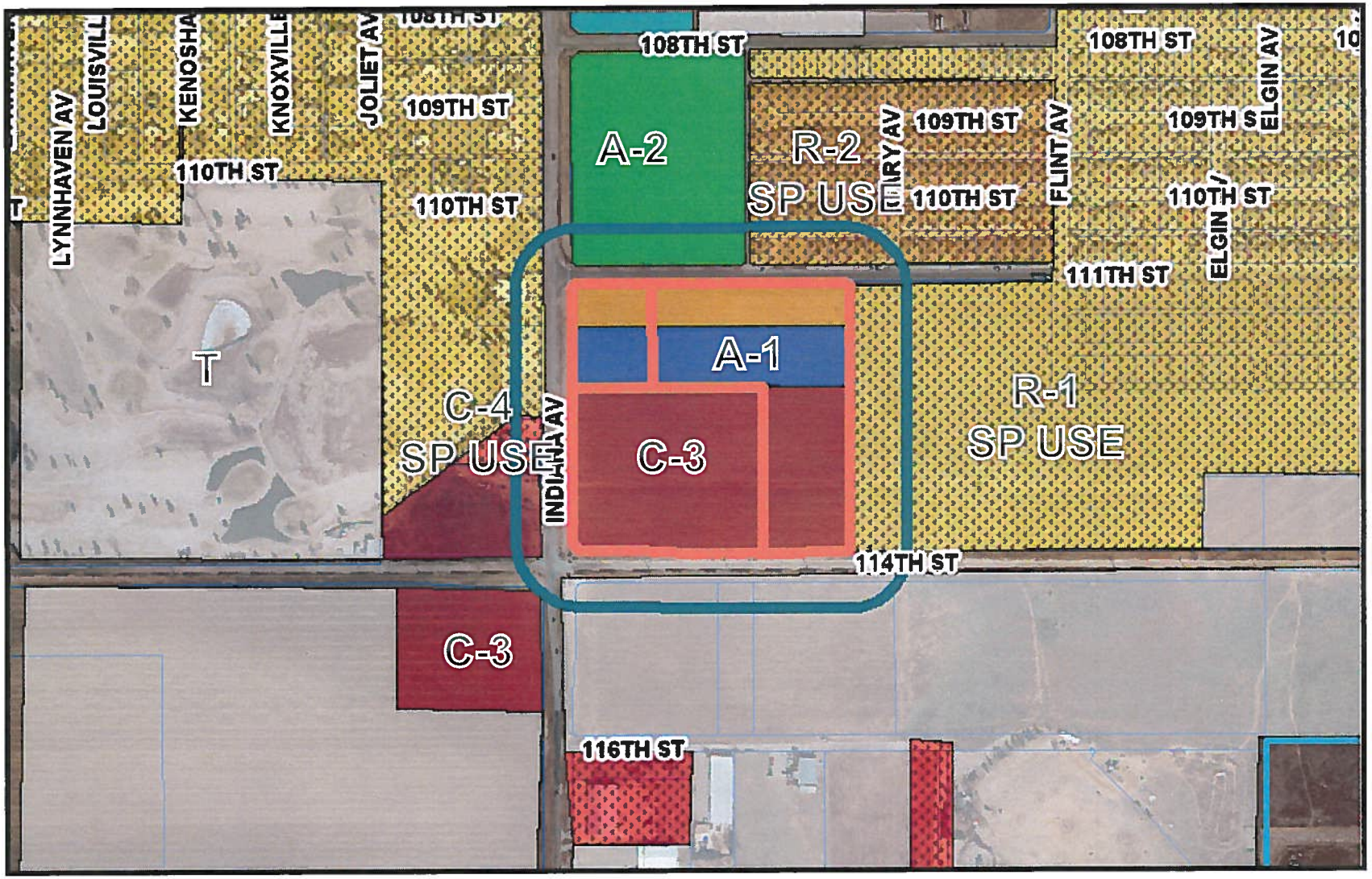


P.Z.C. Case 2508-G



P.Z.C. Case 2508-G

Request of AMD Engineering, LLC (for Norton Baker) for a zoning change from A-1, C-3, and R-2 to A-1, C-2, and C-3 for apartment and commercial tracts, northeast corner of 114th Street and Indiana Avenue



P.Z.C. Case 2508-G Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 771-5976
Telephone

For Norton Baker

5010 University Avenue, Suite 433
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 798-0098
Telephone

Location or Address: Northeast corner of Indiana Avenue and 114th Street

Legal Description:* See three attached descriptions

Existing Land Use: Agricultural **Existing Zoning:** A-1, C-3, R-2

Acreage or Square Footage of Property: 23.93 acres

Zoning Requested: ~~R-2~~, C-2, A-1 – See attached zoning map

Proposed Development: Proposed apartment tract and proposed commercial tracts off of Indiana Avenue

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

Cory Dunn
Applicant's Signature

December 10, 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: $544
($475.00 for the first acre; $3.00 for each additional acre)

Check # 544
Rec - 17658

For City Use Only

M&B Map 40

Zone Case No.: 2508-G **Agenda No.:** 3

Request for zoning change from: A-1, C-3, R-2 **To:** A-1, C-3

on 14.77 acres of unplatted land out of Block E-2 Section 19

on Lot(s) — , **Block(s)** — ,

— **Addition** **(Address:** 114th St & Indiana Ave **).**

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.: *2508-G***

In Favor of ____

Opposed X

RECEIVED
JAN 08 RFC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Rex Hranac

Signature: [signature]

Address: _____

Address of Property Owned: _____

7 of 19

Zone Case Number: **2508-G** 82199
AVI PROPERTIES LLC
2603 W AMERICAN BLVD

MULESHOE TX 79347

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.: 2508-G**

In Favor of ____

Opposed ✓

Reasons and/or Comments:

This would saturate the area with too many duplexes. This would drive down rental rates. This would increase vacant unit frequency!

RECEIVED
DEC 31 REC'D
PLANNING DEPARTMENT

Print Name Robert & Mary K. Lepard

Signature: ~~Robert~~ Robert Lepard Mary Lepard

Address: 121 W. Ave. B Muleshoe, Tx 79347

Address of Property Owned: 3206 111th 3208 111th

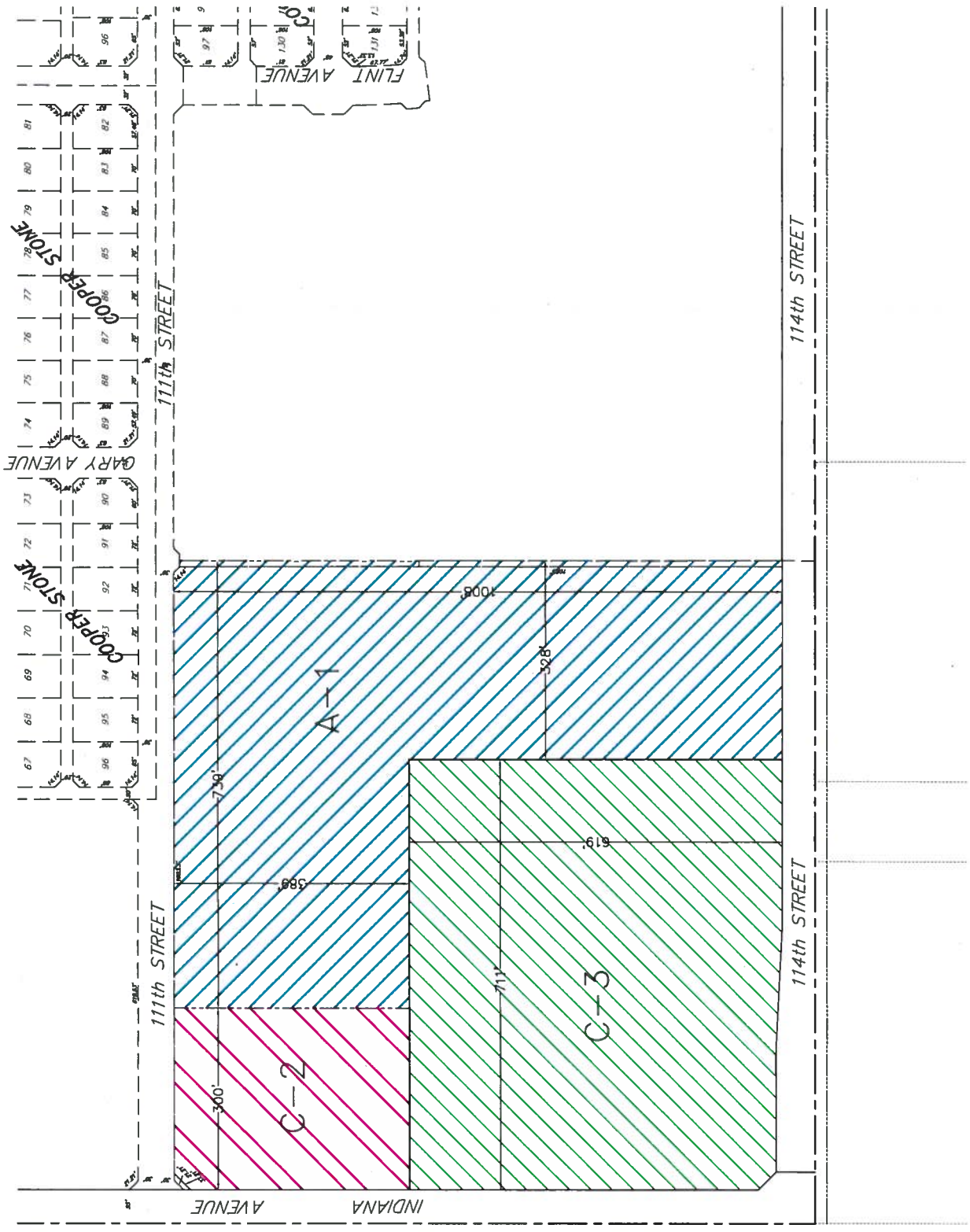
---

13 of 19

Zone Case Number: **2508-G** 82224
LEPARD ROBERT & MARY K
121 W AVE B

MULESHOE TX 79347

617


FLINT AVENUE
111th STREET
114th STREET
GARY AVENUE
COOPER STONE
COOPER STONE
INDIANA AVENUE
A-1
C-2
C-3
100'
328'
739'
619'
380'
711'
300'

Regular City Council Meeting **6. 4.**

Meeting Date: 01/31/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 2508-H, a request of AMD Engineering, LLC (for Norton Baker and Lubbock Land Company, LLC) for a zoning change from R-1, R-1 Specific Use, R-2 and A-1 to IHI with conditions for office warehouse and storage unit facilities on 25.33 acres of unplatted land out of Block E-2, Section 19 (114th Street between Indiana Avenue and University Avenue). Conduct a public hearing and consider an ordinance.

Item Summary

Zoning Request:
The requested zoning will deviate from the Comprehensive Land Use Plan (CLUP) explained below, in that the frontage along 114th Street from commercial corners at Indiana and University would be rezoned Interstate Industrial with only two permitted uses: office warehouse construction and storage unit construction. The staff requested that these restrictions be presented for any level of staff support since open Interstate Industrial would "pick up" all the commercial districts and 114th Street would become simply a mile of strip commercial zoning.

Two factors as to the reason the applicant is requesting the change from the norm, of either having residential or Garden Office side the thourhoughfare, are presented by the applicant:
1. The land immediately north of 114th Street for virtually the entire east/west mile length has a significant grade change making the typical extension of residential streets from the north to accommodate east/west facing residential lots without terracing and or retaining walls difficult.
2. A second and more compelling reasoning is the current land use south of 114th Street. On the far east end at University an old trailer park is located on the southwest corner of 114th and University, and to the south of it are several existing heavy commercial uses and the Lubbock Cattle Auction. In the middle portion of the mile, the land drops off into a significant playa south of 116th Street. The land area between 114th and 116th Streets would prove to be difficult to develop into a meaningful residential area.

In the western portion of the mile south of 116th Street, a long time sports complex with numerous venues, as well as the playa, continue to indicate that the land will not be viable as residential in the future. The Storm Water Department has constructed a large channel from Indiana along the north side of 116th Street to get water from west of Indiana into the playa without overland flow across the mostly substandard construction lots of the sports complex. With sufficient funds, there is seldom any land area that cannot transform into fitting the mold envisioned by the CLUP, but this area is one that may come close to not being economically or market viable.

Proposed Land Use:
Two uses from the Interstate Industrial District are requested. The two uses include office warehouse and storage units (mini warehouse as listed in the Code) are requested. Again, allowing only these two permitted uses will prevent the creation of a mile long strip of commercial similar to portions of 34th Street. This is achieved by eliminating the normal “pick up” of uses from more restrictive commercial uses in Interstate Industrial with no conditions.

Adjacent Land Uses:
North – Single family and if approved, duplex zoning
South – All transitional with the mix of uses already described
East – A C-3 (General retail) corner at Indiana and 114th Street
West – If approved, an A-1 (family apartment) district is on this same agenda

Planning and Zoning (P&Z) Public Hearing:
The applicant presented the request and one land owner on the south side of 114th had a drainage related question. The engineer for the applicant answered his question. No other persons appeared during the hearing.

Impact on the CLUP:
A majority of the CLUP discussion has been presented within the Item Summary section. The proposal is not consistent with the current CLUP, but compelling mitigation factors exist.

The Planning Commission agreed with the applicant and staff that conditions exist to deviate from the CLUP in this location, with the understanding that IHI has design standards for new structures and requires any outside storage to be screened. Another plus of the proposal is to provide the ability to offer in south Lubbock a place for quality office warehouse construction within the city limits, and not force them into the County which is the normal process.

P&Z Commission Recommendation with the following proposed conditions:
1. The zoning for Interstate Industrial is limited to two permitted uses:
    a) office warehouse facilities, and
    b) storage buildings (mini warehouse in the Code).
2. For proposed storage building development, a site plan and elevation of the proposed project shall be reviewed and approved by the Planning Commission.

Fiscal Impact

None.

Staff/Board Recommending

The Planning and Zoning Commission recommends approval of the request with conditions.
Quincy White, Assistant City Manager.

Attachments

Ordinance - Zone Case 2508-H

Zone Case 2508-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. 2508-H;** A ZONING CHANGE FROM **R-1, R-1 SPECIFIC USE, R-2 AND A-1** TO **IHI** ZONING DISTRICT **FOR OFFICE WAREHOUSE AND STORAGE UNIT FACILITIES** ON **25.33 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 19,** 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. 2508-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 **R-1, R-1 Specific Use, R-2, and A-1** to **IHI** zoning district **for office warehouse and storage unit facilities** on **25.33 acres of unplatted land out of Block E-2, Section 19,** City of Lubbock, Lubbock County, Texas located at **114th Street between Indiana Avenue and University Avenue,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zoning for Interstate Industrial is limited to only two permitted uses:**

   a. **Office warehouse facilities; and**

   b. **Storage buildings (mini warehouse in the Code).**

2. **THAT for the proposed storage building development, a site plan and elevation of the proposed project shall be reviewed and approved by the Planning Commission.**

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, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2508-H
January 8, 2013

Rezone IHI Specific Use

METES AND BOUNDS DESCRIPTION of a 25.33 acre tract of land located in Section 19, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°56'55" E approximately 1,093.59 feet and North approximately 55.00 feet from the Southwest corner of Section 19, Block E-2, Lubbock County, Texas;

THENCE N 0°0'19" W an approximate distance of 332.00 feet;

THENCE East an approximate distance of 1,234.94 feet;

THENCE S 77°42'58" E an approximate distance of 92.76 feet;

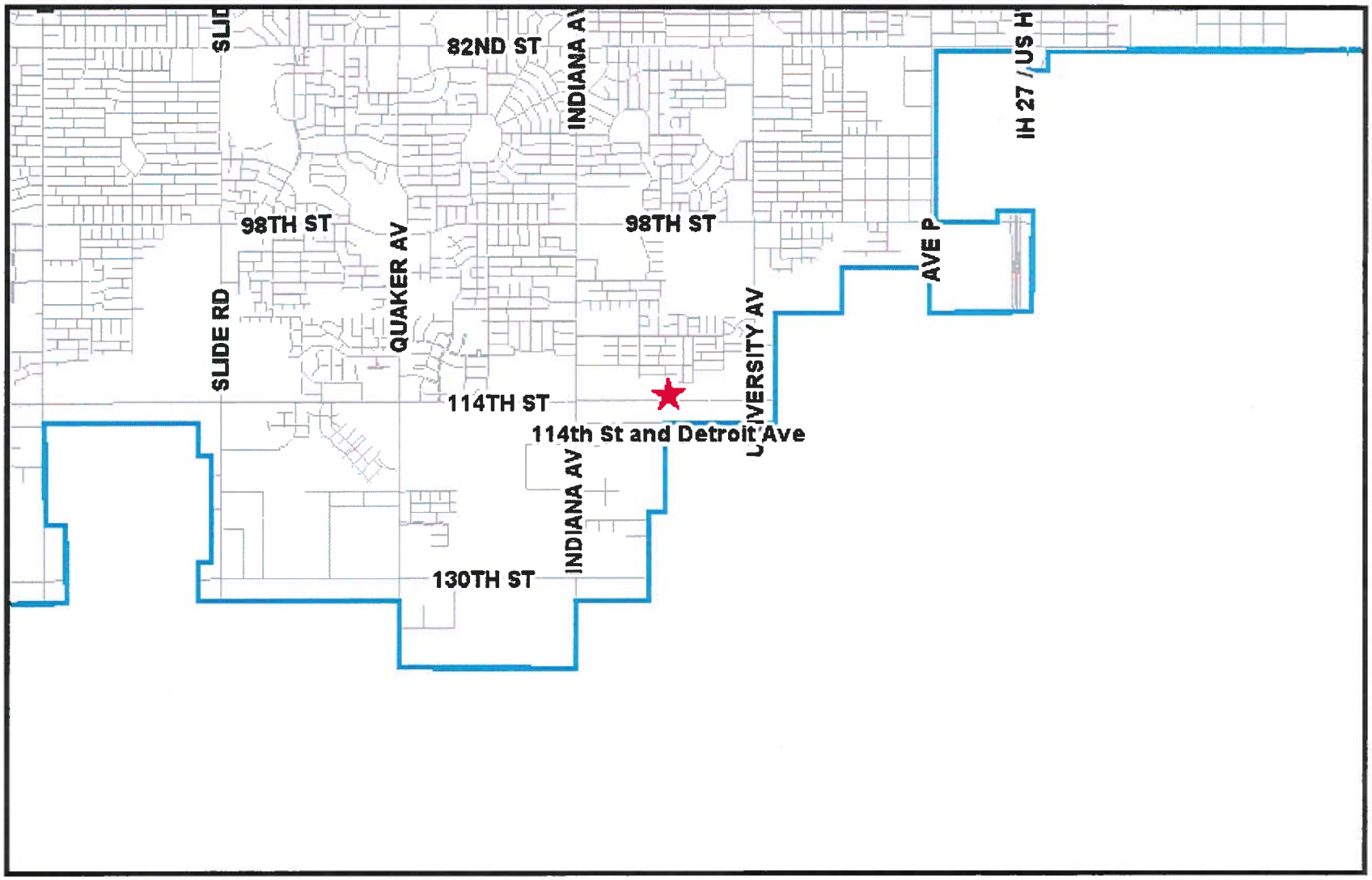
THENCE East an approximate distance of 2,109.73 feet;

THENCE S 0°01'38" E an approximate distance of 315.35 feet;

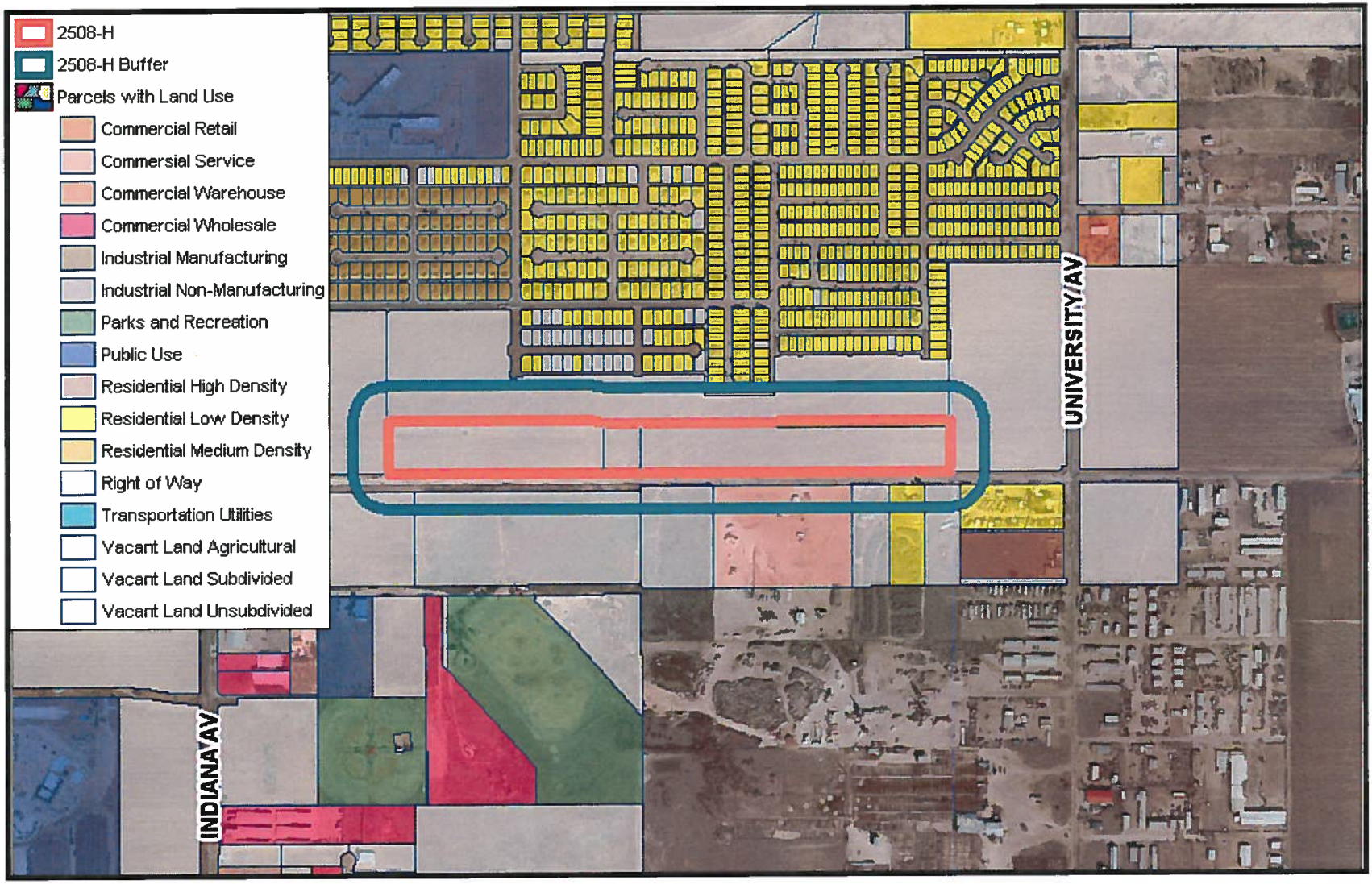
THENCE N 89°56'55"W an approximate distance of 3,435.43 feet to the Point of Beginning and containing approximately 25.33 acres, including any Right of Way.

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

Prepared for: Norton Baker & Lubbock Land Company
December 19, 2012

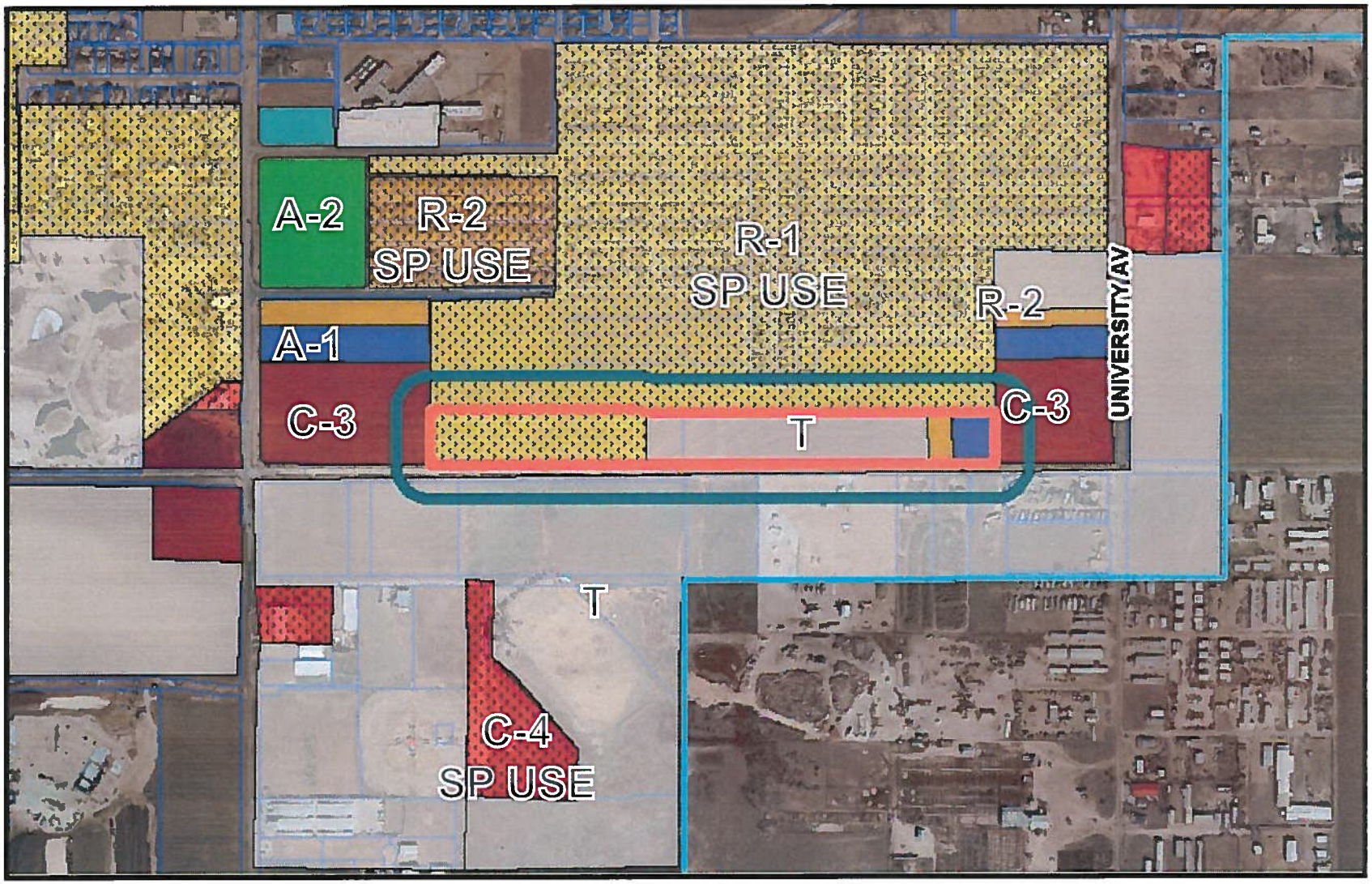


P.Z.C. Case 2508-H



P.Z.C. Case 2508-H

Request of AMD Engineering, LLC (for Norton Baker and Lubbock Land Co, LLC) for a zoning change from R-1, R-1 Specific Use, R-2 and A-1 to IHI Specific Use for and office warehouse and storage unit facilities, 114th Street between Indiana Avenue and University Avenue



P.Z.C. Case 2508-H Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock | TX | 79423
City | State | Zip

(806) 771-5976
Telephone

For **Norton Baker and Lubbock Land Co, LLC**

5010 University Avenue, Suite 433
Street/Post Office Box

Lubbock | TX | 79424
City | State | Zip

(806) 798-0098
Telephone

Location or Address: Approximately 315-332-foot deep tract on the north side of 114th Street between Indiana Avenue and University Avenue

Legal Description:* See Attached

Existing Land Use: Agricultural

Existing Zoning: R-1 Specific Use, A-1, R-2 & R-1

Acreage or Square Footage of Property: 25.33 acres

Zoning Requested: IHI Specific Use – Any permitted uses within the IHC, C-2A, C-2, and C-3 districts may be an accessory use within the permitted IHI uses proposed by this Ordinance. No exterior signage shall relate to the accessory use other than identifying a retail outlet, show room or "city desk" for the primary use within the building. The screening fence shall be 7-foot solid masonry fence. A solid wall of a building, if split faced metal, brick or masonry, when permitted to be located on the property line, shall constitute adequate screening. Permitted uses in IHI shall be limited to Sec. 40.03.2963 – 4,8,10-16,20, 23,26,28,33,37,42,44-46,51,55,58,62,63,66,67. Conditional Use Sec. 40.03.2964 – (b) shall not be allowed. Sec. 40.03.2970 – building or structure height shall not exceed twenty-four (24) feet. Allowed uses in IHC shall be limited to Sec. 40.03.2843 – 1,6-7, 10,12,14,16,18,22-24,27,30-31,34-38,40,46,48-50,52-53,57,59-60, & 62 with 7-foot tall masonry screening fence.

Proposed Development: Office Warehouse, Storage Unit facilities, and other such uses as allowed above.

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

Applicant's Signature

December 10, 2012
Date

Filing Fee: $550
($475.00 for the first acre; $3.00 for each additional acre)

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

½ of - Check - 3318 Rec: 17657
½ of - Check - 129[illegible] Rec: 17660

M+3 Map 40

For City Use Only

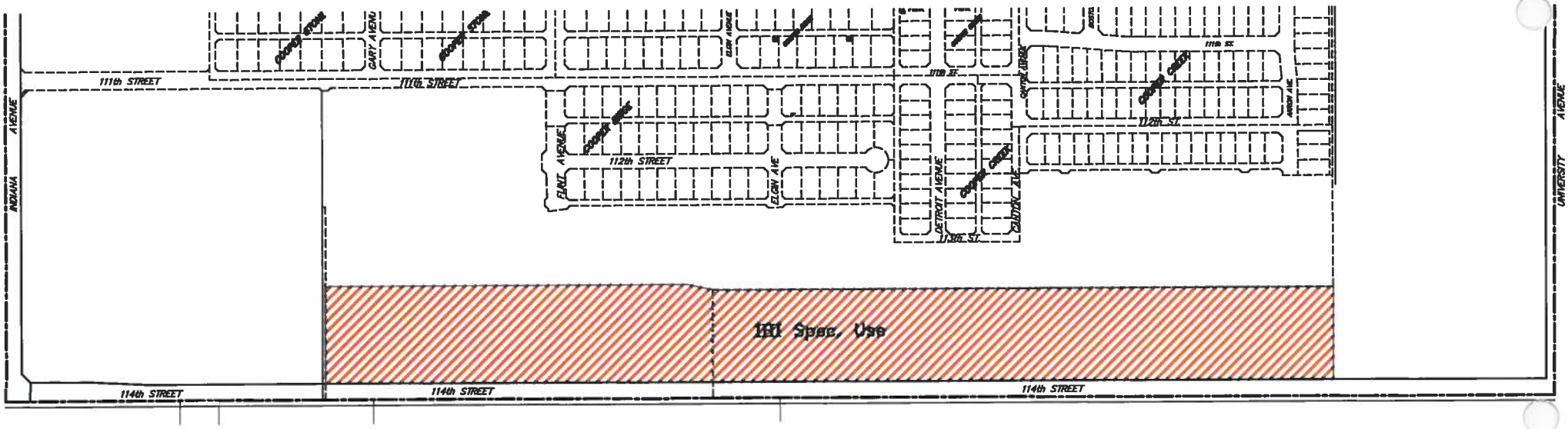
Zone Case No.: 2508 H **Agenda No.:** 41

Request for zoning change from: R-1, R-1 SU, R-2, A-1 **To:** LHI SP use

on 25.33 acres of unplatted land out of Block C-2 Section 19

on Lot(s) — , **Block(s)** — ,

— **Addition** **(Address:** 1148 St between Indiana Ave and University Ave).


111th STREET
111th STREET
112th STREET
114th STREET
114th STREET
114th STREET
INDIANA AVENUE
UNIVERSITY AVENUE
GARY AVENUE
FLINT AVENUE
ELGIN AVE
DETROIT AVENUE
CALUMET AVE
111th St.
112th St.
113th St.
IHI Space, Use

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.: 2508-H**

In Favor of ✓

Opposed ___

RECEIVED
DEC 31 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Ronny Wooten

Signature: Ronald Wooten

Address: 2803 114th Lubbock, TX 79423

Address of Property Owned: _____

Zone Case Number: **2508-H** 1837
A R M TRUCKING LLP
PO BOX 3728

LUBBOCK TX 79452-3728

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

Meeting Date: 01/31/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 2278-B, a request of M.L. Smith, RA (for W.W. Butler, Junior Senior Inc.) for a zoning change from C-2 to C-2 Specific Use for a vet clinic on a portion of Lot 1, Butler 98th and Slide Addition (5214 98th Street) and consider an ordinance.

Item Summary

Zoning Request:
From C-2 (Local Retail District) to C-2 Specific Use.

Proposed Land Use:
As a part of a larger shopping center, the applicant has proposed a vet clinic. Many such clinics have been approved over the years, and no complaints have been made with regard to the business operation.

Adjacent Land Uses:
North: (Commercial), Zoned C-2 (local retail)
South: (Commercial), Zoned C-3 (general retail)
East: (Commercial), Zoned C-2 (local retail)
West: (Residential), Zoned R-1 Specific Use

Planning and Zoning (P&Z) Public Hearing Notes:
No one other than the applicant appeared before the Commission.

Impact on the Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. A vet clinic is allowed under a specific use zone case in any commercial district.

Pand Z Recommendation:
1. Tied to the proposed location of the vet clinic within the shopping center as noted on the approved site plan.

Fiscal Impact

None.

Staff/Board Recommending

The Planning and Zoning Commission recommend approval of the request with conditions.
Quincy White, Assistant City Manager

Attachments

Ordinance - Zone Case 2278-B

Zone Case 2278-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2278-B;** A ZONING CHANGE FROM **C-2** TO **C-2 SPECIFIC USE** FOR **A VETERINARY CLINIC**, ON **A PORTION OF LOT 1, BUTLER 98TH AND SLIDE 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, 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. 2278-B

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-2 Specific Use** for **a veterinary clinic** on **a portion of Lot 1, Butler 98th and Slide Addition,** City of Lubbock, Lubbock County, Texas, located at **5214 98th Street,** and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5214 98th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Randy Henson

_____
Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2278-B
January 8, 2013

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 0.195 Acre Tract out of Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas further described as follows:

Beginning at the Northeast corner of this tract which bears South 61 feet and West 59.33 feet from the Northeast corner of Lot 1, Butler 98th and Slide Addition;

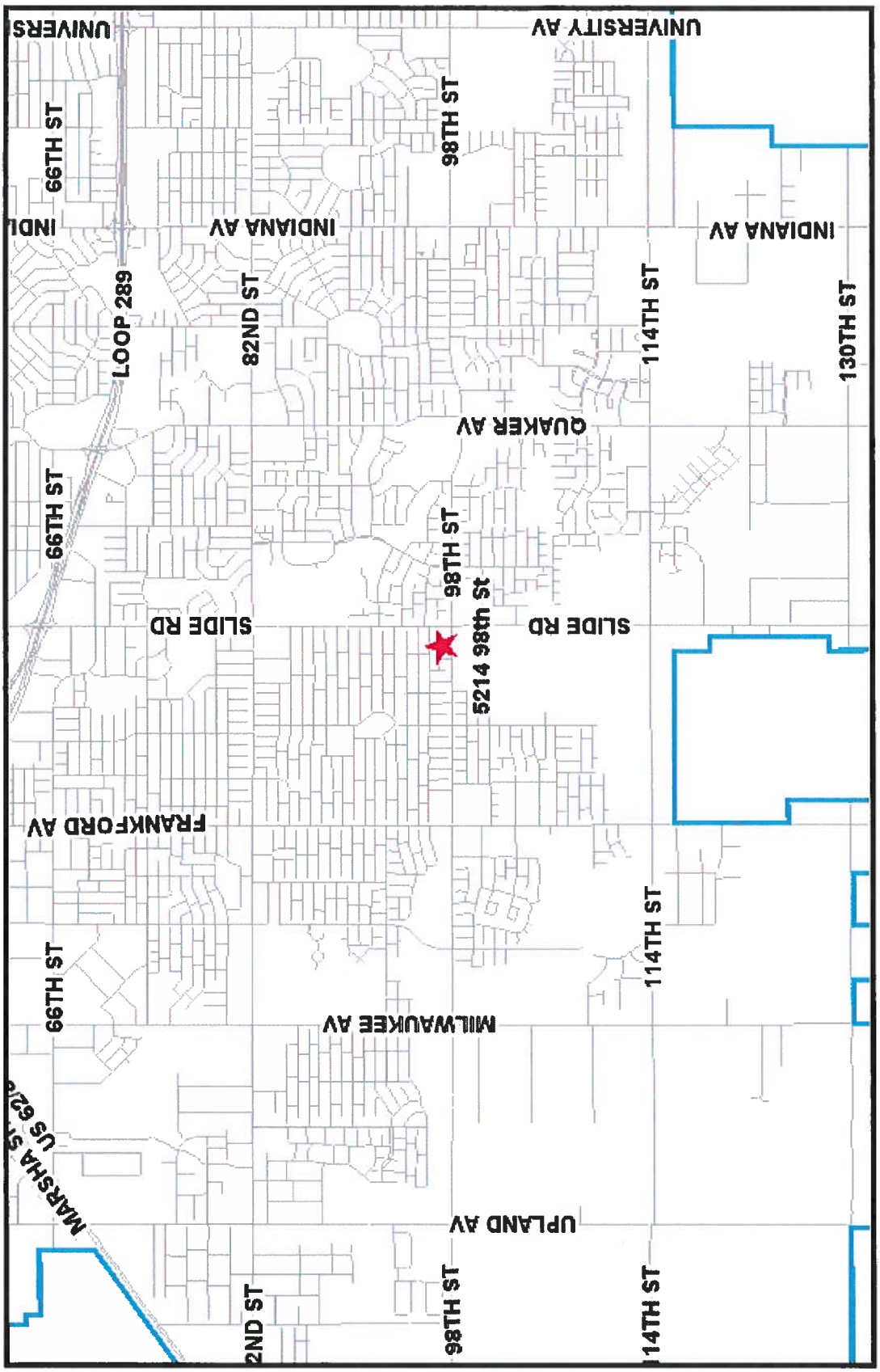
THENCE South, 100 feet;

THENCE West, 85 feet;

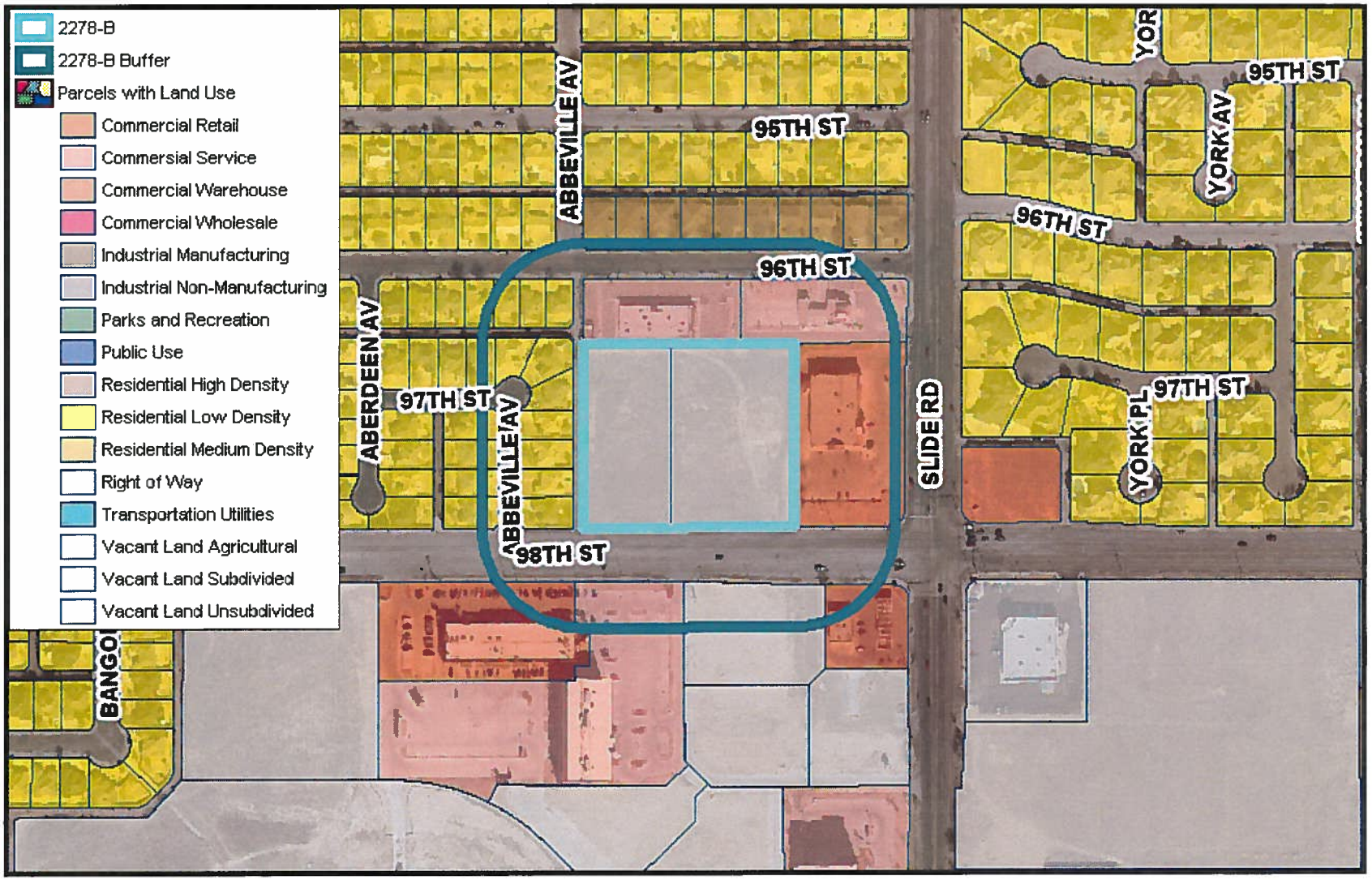
THENCE North, 100 feet;

THENCE East, 85 feet to the Place of Beginning and containing 0.195 Acres including any Right-of-Way.

Prepared for zone change purposes only. Does not represent a survey.

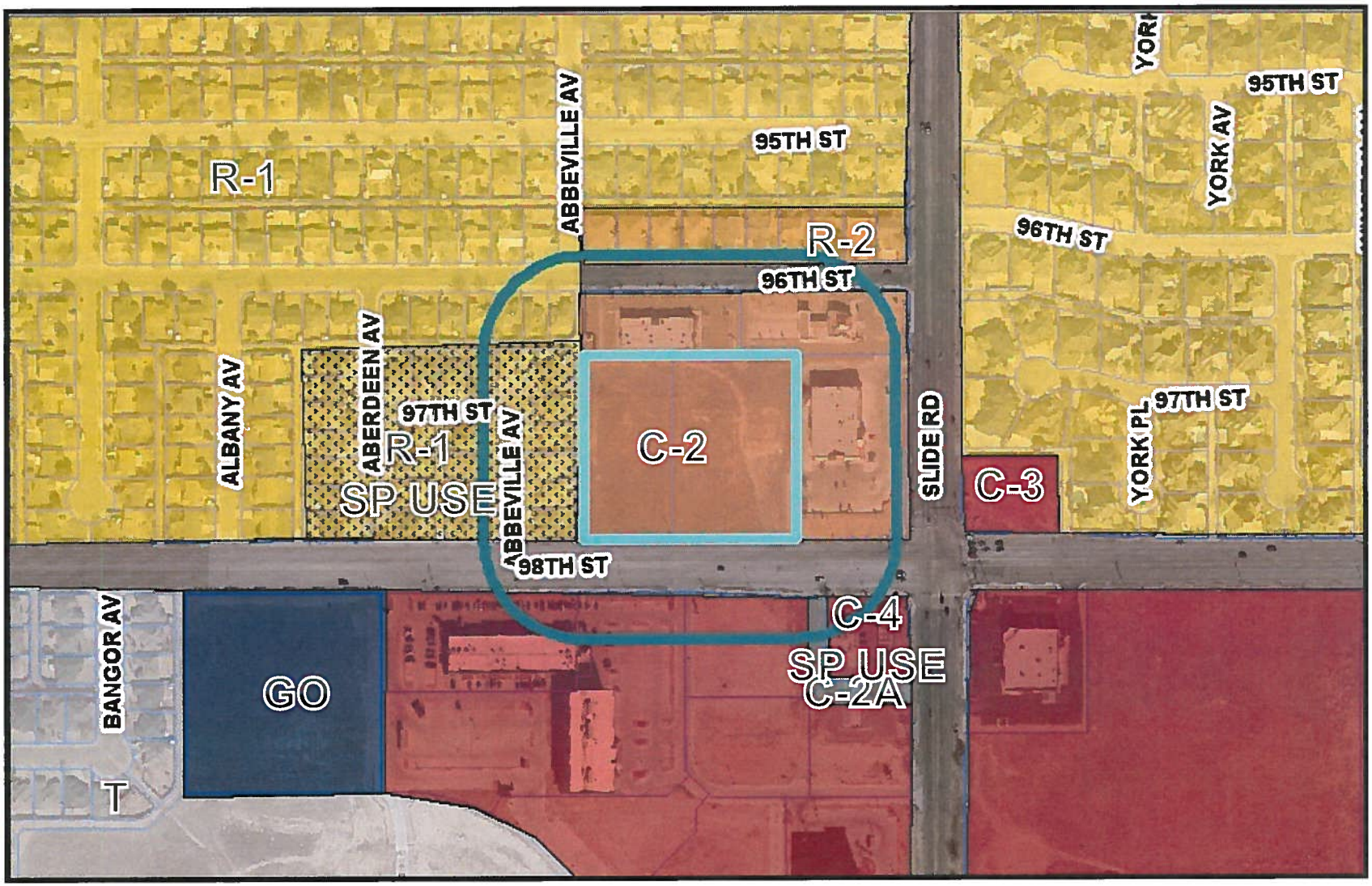


P.Z.C. Case 2278-B



P.Z.C. Case 2278-B

Request of M.L. Smith, RA (for W.W. Butler, Junior Senior Inc.) for a zoning change from C-2 to C-2 Specific Use for a vet clinic on a portion of Lot 1, Butler 98th and Slide Addition (5214 98th Street)



P.Z.C. Case 2278-B Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) M.L. Smith, RA

557 Comanche Dr
Street/Post Office Box

Lubbock, Tx 79404
City State Zip

(806) 789 7414
Telephone

For W.W. Butler, JRNIOR Senior, inc.

601 E. Slaton Road
Street/Post Office Box

Lubbock Tx 79404
City State Zip

(806) 748 7827
Telephone

Location or Address: 5214 98th St

Legal Description:* Lot 1, Butler 98th & Slide Addition to the City of Lubb.

Existing Land Use: Vacant **Existing Zoning:** C2

Acreage or Square Footage of Property: 3.9 acres

Zoning Requested: Specific Use Zoning To allow Vet Clinic in New Shopping Center - See Attached

Proposed Development: New Retail Shopping Center - Approx 30,000 SF

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

Applicant's Signature

12.11.2012
Date

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

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

---

reciept 17662 CR# 2373 **For City Use Only** M+B MAP 21

Zone Case No.: 2274 - B **Agenda No.:** 7

Request for zoning change from: C-2 **To:** C-2 SP. USE

on Lot(s): 1 **Block(s):** —

Subdivision: Butler 98th and Slide **Address:** 5214 98th 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.: 2278-B**

In Favor of ✓

Opposed ___

RECEIVED
DEC 26 2019
PLANNING DEPARTMENT

Reasons and/or Comments:

GOOD !!

Print Name Paul R. Beane

Signature: Paul Beane

Address: 7912 Joliet

Address of Property Owned: 5206 A/B 96TH

Zone Case Number: 2278-B 61939
BEANE PAUL R & FRANCES A
7912 JOLIET AVE

LUBBOCK TX 79423

642

Final Plat

Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas, a Replat of Lot 3, 96th Street Lubbock National Bank Addition, and an Unsubdivided Tract out of Section 26, Block E-2, Lubbock County, Texas

SCALE: 1"=100'
HEAVY LINES INDICATE PLAT LIMITS

ALL STREETS, ALLEYS, AND EASEMENTS WITHIN PLAT LIMITS ARE HEREIN DEDICATED. ALL EASEMENTS DEDICATED HEREBY SHALL ENTITLE THE CITY OR THE UTILITY COMPANY USING SUCH EASEMENTS TO THE RIGHT TO REMOVE, REPAIR, OR REPLACE ANY LINES, PIPES, CONDUITS, OR POLES WITHIN SUCH EASEMENTS AS MAY BE DETERMINED BY THE CITY OR THE UTILITY COMPANY WITHOUT THE CITY OR THE UTILITY COMPANY BEING RESPONSIBLE OR LIABLE FOR THE REPLACEMENT OF IMPROVEMENTS, PAVING, OR SURFACING OF THE EASEMENT NECESSITATED BY SUCH REMOVAL, REPAIR, OR REPLACEMENT. EASEMENTS DESIGNATED OR INTENDED FOR VEHICULAR PASSAGE (UTILITY AND EMERGENCY) OR PEDESTRIAN ACCESS SHALL NOT BE FENCED OR OTHERWISE OBSTRUCTED.

ALL ELECTRICAL SERVICE SHALL BE IN ACCORDANCE WITH THE UNDERGROUND UTILITIES POLICY STATEMENT BY THE PLANNING AND ZONING COMMISSION OF THE CITY OF LUBBOCK, TEXAS.

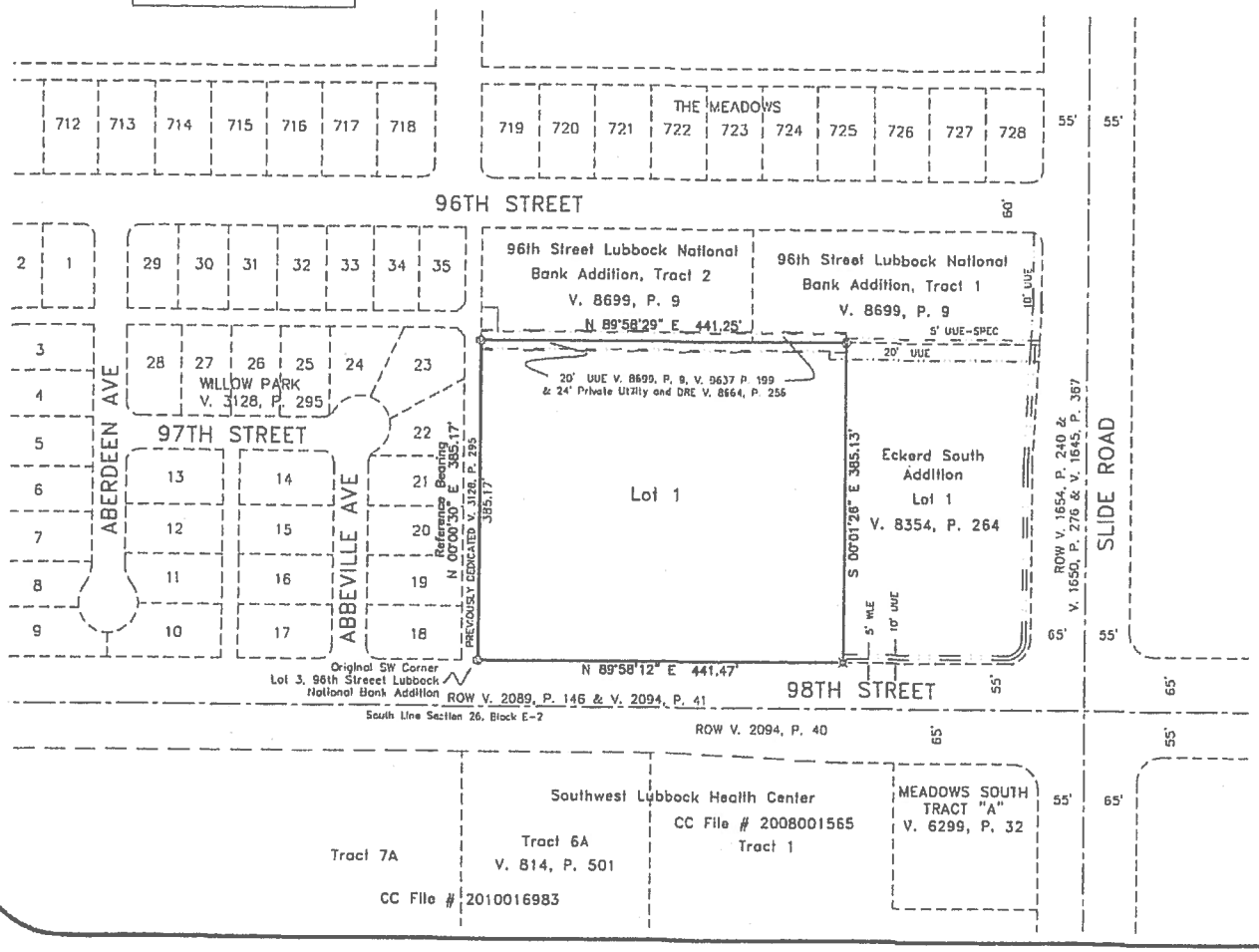
ANY RELOCATION OR REVISION OF EXISTING FACILITIES SHALL BE AT THE DEVELOPER'S EXPENSE. COMPENSATION SHALL BE MADE PRIOR TO RECORDING OF ANY PORTION OF THIS PLAT.

ALL EXISTING OR PROPOSED UTILITY SERVICES TO AND ON TRACTS INDICATED BY THIS PLAT SHALL BE CONTAINED IN THE PUBLIC RIGHT-OF-WAY AND PUBLIC OR PRIVATE UTILITY EASEMENTS. UTILITY SERVICE INSTALLATION REQUESTED AT A FUTURE DATE, AND NOT WITHIN AN EASEMENT INDICATED BY THIS PLAT, SHALL BE WITHIN A PROPER UTILITY EASEMENT GRANTED BY THE OWNER OF SAID PROPERTY BY SEPARATE RECORDED INSTRUMENT PRIOR TO THE PROVISION OF SUCH SERVICE. SUCH EASEMENTS SHALL BE AT THE DEVELOPER'S EXPENSE.

NO BUILDING PERMIT SHALL BE ISSUED ON ANY SURVEY CERTIFICATE THAT IS NOT IN ACCORDANCE WITH AN APPROVED FINAL PLAT UNLESS AN EXCEPTION IS PROVIDED BY PLANNING COMMISSION POLICY OR BY THE LUBBOCK CODE OF ORDINANCES.

MINIMUM FINISH FLOOR SHALL CONFORM TO THE REQUIREMENTS OF THE LUBBOCK DRAINAGE CRITERIA MANUAL, AS ADOPTED BY RESOLUTION NO. 5718, AN SECTION 28.09.046 AND SECTION 30.03073 OF THE LUBBOCK CODE OF ORDINANCES.

FOR REVIEW ONLY.
NOT FOR RECORDING.



N

- ⊙ Fd. Rod With Yellow Cap
- ⊠ Fd. "X" In Concrete

CONTAINS 3.902 ACRES WITHIN THE PLAT LIMITS

SPEC – SOUTH PLAINS ELECTRIC COOPERATIVE
DUE – DRAINAGE, UNDERGROUND UTILITY AND PEDESTRIAN ACCESS EASEMENT
UUE – UNDERGROUND UTILITY EASEMENT
TPE – TRANSFORMER PAD EASEMENT, SPEC 4' X 6' (NOT DRAWN TO SCALE)
ATT – AT & T TELEPHONE COMPANY.
WLE – WATER LINE EASEMENT
DRE – DRAINAGE EASEMENT
USE – UNDERGROUND STREET LIGHT CABLE EASEMENT
PAE – PEDESTRIAN ACCESS EASEMENT
SEE – SWITCH ENCLOSURE EASEMENT, 6' X 6' (NOT DRAWN TO SCALE)
EAAC – EQUIPMENT AND ACCESS EASEMENT FOR TELECOMMUNICATIONS EQUIPMENT

A METES AND BOUNDS DESCRIPTION OF THIS TRACT WAS PREPARED FOR RECORDATION WITH THE DEDICATION DEED OF THIS TRACT.

Bearings are Based on the West Line of This Plat

BLANKET GARBAGE SERVICE AND COLLECTION FOR SERVICE HEREIN GRANTED WITHIN THE PLAT LIMITS

BLANKET UUE AND TPE FOR SERVICE WITHIN THE PLAT LIMITS HEREIN GRANTED TO ATT, LPL, SPEC, AND ATMOS ENERGY.

APPROVED this _____ Day of _____, 2011, by the PLANNING AND ZONING COMMISSION of the CITY of LUBBOCK

APPROVED _____ CHAIRMAN

ATTEST _____ SECRETARY

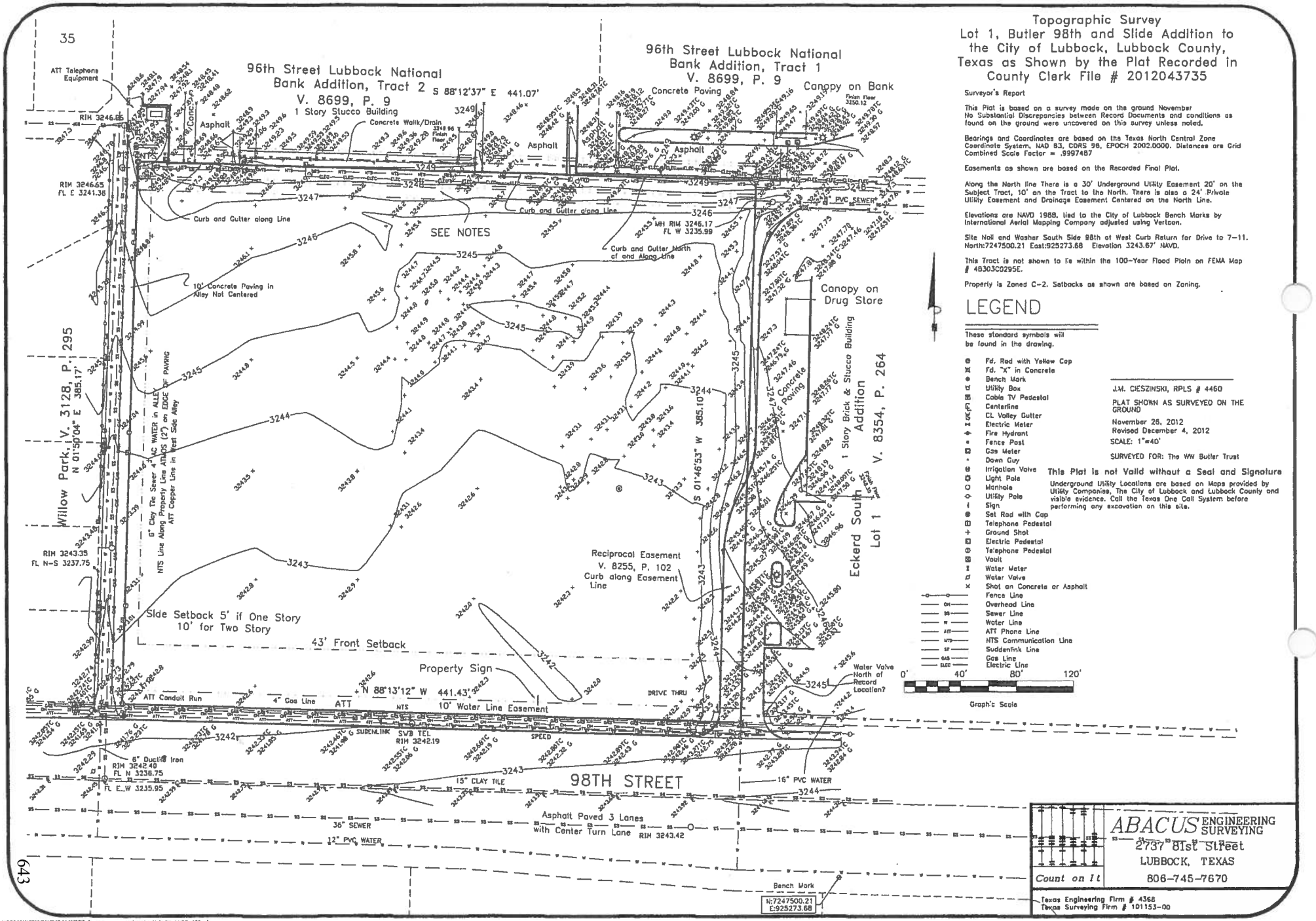
KNOW ALL MEN BY THESE PRESENTS

That I, JONATHAN MARK CIESZYNSKI, Registered Professional Land Surveyor do hereby certify that I prepared this plat from an actual and accurate survey of the land and the corner monuments shown thereon were properly placed under my personal supervision in accordance with the Subdivision Regulations of the City of Lubbock, Texas

REGISTERED PROFESSIONAL LAND SURVEYOR, # 4460 LUBBOCK, TEXAS
December 11, 2011

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7870
Count on It
Texas Engineering Firm # 4368
Texas Surveying Firm # 101153-00

\\CAD\2011\96TH ST 1N3 ADD\Subdivision\Replat\Replat.dwg, 12/11/2011 10:59:41 AM, HP4700



Topographic Survey
Lot 1, Butler 98th and Slide Addition to the City of Lubbock, Lubbock County, Texas as Shown by the Plat Recorded in County Clerk File # 2012043735

Surveyor's Report

This Plat is based on a survey made on the ground November
No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

Bearings and Coordinates are based on the Texas North Central Zone Coordinate System, NAD 83, CORS 96, EPOCH 2002.0000. Distances are Grid Combined Scale Factor = .9997487

Easements as shown are based on the Recorded Final Plat.

Along the North line There is a 30' Underground Utility Easement 20' on the Subject Tract, 10' on the Tract to the North. There is also a 24' Private Utility Easement and Drainage Easement Centered on the North Line.

Elevations are NAVD 1988, tied to the City of Lubbock Bench Marks by International Aerial Mapping Company adjusted using Vertcon.

Site Nail and Washer South Side 98th at West Curb Return for Drive to 7-11. North:7247500.21 East:925273.68 Elevation 3243.67' NAVD.

This Tract is not shown to Be within the 100-Year Flood Plain on FEMA Map # 48303C0295E.

Property is Zoned C-2. Setbacks as shown are based on Zoning.

LEGEND

These standard symbols will be found in the drawing.

- Fd. Rod with Yellow Cap
- Fd. "X" in Concrete
- Bench Mark
- Utility Box
- Cable TV Pedestal
- Centerline
- CL Valley Gutter
- Electric Meter
- Fire Hydrant
- Fence Post
- Gas Meter
- Down Guy
- Irrigation Valve
- Light Pole
- Manhole
- Utility Pole
- Sign
- Set Rod with Cap
- Telephone Pedestal
- Ground Shot
- Electric Pedestal
- Telephone Pedestal
- Vault
- Water Meter
- Water Valve
- Shot on Concrete or Asphalt
- Fence Line
- Overhead Line
- Sewer Line
- Water Line
- ATT Phone Line
- NTS Communication Line
- Suddenlink Line
- Gas Line
- Electric Line

J.M. CIESZINSKI, RPLS # 4460

PLAT SHOWN AS SURVEYED ON THE GROUND
November 26, 2012
Revised December 4, 2012
SCALE: 1"=40'

SURVEYED FOR: The WW Butler Trust

This Plat is not Valid without a Seal and Signature

Underground Utility Locations are based on Maps provided by Utility Companies, The City of Lubbock and Lubbock County and visible evidence. Call the Texas One Call System before performing any excavation on this site.

ABACUS ENGINEERING SURVEYING
2737 81st Street
LUBBOCK, TEXAS
806-745-7670
Count on It
Texas Engineering Firm # 4368
Texas Surveying Firm # 101153-00

A NEW SHOPPING CENTER
98TH AND SLIDE
PHASE TWO
Lubbock, Texas

M.L. Smith
Registered Architect
5827 Comanche Dr.
Lubbock, Texas 79404
(806) 748.7414
mlsdsm@gmail.com

12.19.2013 PRELIMINARY ISSUE

This document is released for the purpose of interim review under the authority of Michael L. Smith RA (TEXAS) and shall not be used or relied upon for construction, bidding or permit purposes.

PROJECT NO. 12014

Sheet A.O.D

A NEW SHOPPING CENTER
98TH AND SLIDE
PHASE TWO
Lubbock, Texas

M.L. Smith
Registered Architect
827 Comanche Dr
Lubbock, Texas 79404
(806) 793-4414
mlsmithrg@gmail.com

12.10.2015 PRELIMINARY ISSUE

This document is released for the purpose of interim review under the authority of Michael L Smith TX #18349 on12.10.2015 It is not to be used for construction, bidding or permit purposes.

PROJECT no. 12014

Sheet A.0.D

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

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 1st Reading - Environmental Health: Consider an ordinance amending Chapter 8 of the Code of Ordinances of the City of Lubbock, Texas, with regard to tattoo and body piercing establishments within the city limits of Lubbock; providing a penalty; providing a savings clause; and providing for publication.

Item Summary

The City of Lubbock tattoo and body piercing (body art) ordinance was last updated in 2004. Temporary locations were prohibited by the City, although they were allowed under the Texas Administrative Code, Title 25, Chapter 229, Minimum Standards for Licensure of Tattoo and Certain Body Piercing Studios. This proposed amendment will allow temporary body art locations to operate within the city limits of Lubbock, under certain conditions.

A temporary location is defined as a location at which tattooing or body piercing is performed for a specified length of time not more than seven days in conjunction with a single event. The location must consist of a completely enclosed, permanent building. Locations in tents, under canopies, or in open-air environments are not allowed. For events that feature more than one temporary location, each temporary location must be permitted separately.

The permit fee for each temporary location will be $100 for tattoo or body piercing for a specified length of time not to exceed seven days, or $200 for tattoo and body piercing for a specified length of time not to exceed seven days.

In addition, the proposed ordinance provides for immediate closure if a client is exposed to or contracts a communicable disease or skin disease while receiving a tattoo or body piercing at a studio or temporary location.

At its meeting on December 21, 2012, the City of Lubbock Board of Health voted unanimously to recommend the amended ordinance for adoption by the City Council.

Fiscal Impact

At this time, it is estimated that temporary body art facility permit fees will generate annual revenue of approximately $1,500.

Staff/Board Recommending

City of Lubbock Board of Health

Attachments

Chapter 8 Redline - Environmental Health

Board of Health - Minutes 12-21-12

ARTICLE 8.10 TATTOO AND BODY PIERCING ESTABLISHMENTS*

Division 1. Generally

Sec. 8.10.001 Scope

This article provides for the rules for the licensing and regulation of tattoo and certain body piercing studios and temporary locations. (1983 Code, sec. 14-276(a); Ordinance 2004-O0078, sec. 1, adopted 7/15/2004)

Sec. 8.10.002 Compliance required

(a) All tattoo and certain body piercing studios and temporary locations shall comply with the minimum standards specified in this article in addition to the existing standards contained in the Tattoo and Certain Body Piercing Studio Act, Texas Health and Safety Code, chapter 146, and the Health and Safety Code, chapter 431, the Texas Food, Drug, and Cosmetic Act, relating to drugs, devices, and cosmetics, including adulteration and misbranding, including all regulations adopted pursuant thereto.

(b) All tattoo and certain body piercing studios and temporary locations should comply with applicable provisions of the Americans with Disabilities Act.

(1983 Code, sec. 14-276(c), (d); Ordinance 2004-O0078, sec. 1, adopted 7/15/2004)

Sec. 8.10.003 Definitions

The following words and terms, when used in this article, shall have the following meanings, unless the context clearly indicates otherwise:

Act. The Tattoo and Certain Body Piercing Studio Act, Texas Health and Safety Code, chapter 146.

Antiseptic. An agent that kills disease-causing microorganisms on human skin or mucosa.

Artist. A person who performs tattooing, permanent cosmetics, and/or body piercing, and who is responsible for complying with the provisions of these sections.

Aseptic technique. A hygienic practice which prevents and hinders the direct transfer of microorganisms, regardless of pathogen site, from one person or place to another person or place.

Authorized agent. An employee of the department designated by the health administrator to enforce this article.

Body piercer. A person who performs body piercing and who is responsible for adherence to the provisions of these sections; hereinafter referred to as "artist."

Body piercing. The creation of an opening in an individual's body, other than in an individual's earlobe, to insert jewelry or another decoration.

Body piercing studio. A permanent, nondwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where body piercing is performed, completely separated from living quarters; hereinafter referred to as "studio."

Client. A person requesting the application of a tattoo or certain body piercing.

Contaminated waste. Any liquid or semiliquid blood or other potentially infectious materials; contaminated items that would release blood or other potentially infectious materials in a liquid or semiliquid state if compressed; items that are caked with dried blood or other potentially infectious materials and are capable of releasing these materials during handling; contaminated sharps and pathological and microbiological wastes containing blood and other potentially infectious material, as defined in 29 Code of Federal Regulations, part 1910.1030, known as Occupational Exposure to Bloodborne Pathogens. Copies of this provision are indexed and filed in the office of the Drugs and Medical Devices Division, Texas Department of State Health Services, 1100 West 49th Street, Austin, Texas 78756, and are available for inspection during normal working hours.

Cosmetic. An article or substance intended to be rubbed, poured, sprinkled, or sprayed on or introduced into or otherwise applied to the human body for cleansing, beautifying, promoting attractiveness or altering appearances; or an article or substance for use as a component of such an article, except that the term does not include soap.

Department. The City of Lubbock Environmental Health Department.

Disinfectant. An agent that kills disease-causing microorganisms on inanimate objects or surfaces.

Ear piercing. The creation of an opening in an individual's earlobe with an ear piercing gun to insert jewelry or other decoration.

Ear piercing gun. A device that pierces an individual's ear using a single-use stud and clasp ear piercing system. An ear piercing gun shall not be used to pierce any other part of the body besides the ear.

Germicidal soap. An agent designed for use on the skin that kills disease-causing microorganisms, including but not limited to, products containing povidone-iodine, chloroxylenol, triclosan, and chlorhexidine gluconate.

Germicidal solution. An agent that kills disease-causing microorganisms on hard surfaces; a disinfectant or sanitizer registered with the Environmental Protection Agency and or a 1:100 dilution of 5.25 percent sodium hypochlorite (household chlorine bleach)

and water, made fresh daily, dispensed from a spray bottle, and used to decontaminate inanimate objects and surfaces.

Gloves. Means those which are disposable and single use, and are labeled for surgical or examination purposes.

Hand-washing facility. Sink equipped with hot and cold or tempered running water under pressure, used for washing hands, arms, or other portions of the body.

Health administrator. Health director for the City of Lubbock Health Department or his or her designee.

Health care practitioner. A person licensed by the state to practice medicine.

Instruments. Hand pieces, needles, needle bars, hemostats, forceps, pliers, and other items that may come in contact with a client's body or possible exposure to bodily fluids during the tattoo and body piercing procedures.

Jewelry. Any personal ornament inserted into a pierced area, which must be made of surgical implant grade stainless steel (minimum of 316L or 316LVM), solid 14k or 18k gold (minimum of 6A14V), platinum, titanium, niobium, or a dense, low porosity plastic approved by the manufacturer for use in new piercings, which is free of nicks, scratches, or irregular surfaces and has been properly sterilized prior to use.

Managing conservator. A person, licensed child-placing agency, or authorized agency designated by a court as having the right to possession of the child, and the right to consent to medical, surgical, dental, and psychological treatment of the child.

Permanent cosmetics or makeup. Tattooing colored pigment along the upper or lower margin of the eyelids, or into the skin of the eyelids, eyebrows, lips, cheeks or other parts of the face for cosmetic purposes.

Permit holder. A person who owns, operates, or maintains a tattoo studio, tattoo and body piercing studio, ~~and~~ body piercing studio, or temporary location in compliance with these sections.

Sanitize. To treat a clean surface and kill pathogenic microorganisms.

Sharps. Any object (sterile or contaminated) that may purposefully or accidentally cut or penetrate the skin or mucosa including, but not limited to, needles, scalpel blades, and razor blades.

Sharps container. A puncture-resistant, leakproof container that can be closed for handling, storage, transportation, and disposal and that is labeled with the international biohazard symbol.

Single use. Articles intended for one-time, one-person use and which are to be discarded after such use.

Sterilization area. A separate room or area separate from workstations with restricted client access in which tattoo and body piercing instruments are cleaned, disinfected, and sterilized.

Surgical body modification. Extreme modification of any part of the body in which muscle and/or cartilage are cut for the purpose of reshaping the body part. The term includes, but is not limited to, tongue splitting, genital bifurcation, or ear reshaping. The term does not include piercing.

Tattoo, tattooing. The practice of producing an indelible mark or figure on the human body by scarring or inserting a pigment under the skin using needles, scalpels, or other related devices including permanent cosmetics. The term includes the application of permanent cosmetics.

Tattoo and body piercing area. The portion of the tattoo or body piercing studio or temporary location used for applying tattoos or performing body piercing, including all surrounding areas which are likely to come into contact with contaminated waste.

Tattooist. A person who performs tattooing or applies permanent cosmetics and who is responsible for adherence to the provisions of these sections; hereinafter referred to as "artist."

Tattoo studio. A permanent, nondwelling building or portion of a building, designated by a permit holder and located in accordance with applicable local zoning codes where tattooing or permanent cosmetic application is performed, completely separated from living quarters; hereinafter referred to as "studio." ~~Temporary locations are not allowed.~~

Temporary location. A location at which tattooing or body piercing is performed for a specified length of time of not more than seven days in conjunction with a single event. The location must consist of a completely enclosed, permanent building. Locations in tents, under canopies, or in open-air environments are not allowed. For events that feature more than one temporary location, each temporary location must be permitted separately.

Tongue splitting. Cutting of a human tongue into two (2) or more parts.

Universal precautions. A method of infection control in which employees treat all blood and body fluids as to contain all bloodborne pathogens and taking proper precautions to prevent the spread of any bloodborne pathogens. Precautions include hand washing, gloving, personal protective equipment, injury prevention, and proper handling and disposal of needles, other sharp instruments, and blood and body fluid contaminated products.

(1983 Code, sec. 14-277; Ordinance 2004-O0078, sec. 2, adopted 7/15/2004)

Sec. 8.10.004 Enforcement and penalties

(a) Injunction. If it appears that a person has violated or is violating the City of Lubbock Code of Ordinances or state law with regard to this article, the city council may direct the city attorney to institute a civil suit for injunctive relief.

(b) Criminal penalty. Any person, firm, or corporation violating any provision of this article shall be fined in accordance with the City of Lubbock Code of Ordinances for each offense, and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(1983 Code, sec. 14-289(c); Ordinance 2004-O0078, sec. 14, adopted 7/15/2004)

Sec. 8.10.005 Physical facilities

(a) A studio or temporary location must be in a permanent, nondwelling building or portion of a building which must be in a location which is permissible under local zoning codes, if any. The studio shall be separated from living quarters by complete floor-to-ceiling partitioning and shall contain no access to living quarters. ~~Temporary locations are not allowed.~~

(b) The studio or temporary location shall be maintained in a sanitary condition.

(1) Work surfaces shall be cleaned and sanitized with a germicidal solution.

(2) Other environmental surfaces shall be cleaned with an all-purpose detergent disinfectant.

(c) The walls, ceilings, and floors shall be kept in good repair. The tattoo and body piercing area shall be constructed of smooth, hard surfaces that are nonporous, free of open holes or cracks, and easily cleaned.

(d) Studios or temporary locations shall have adequate lighting of at least fifty (50) footcandles of illumination in the tattooing, body piercing, and sterilization area.

(e) Adequate mechanical ventilation shall be provided in the studio or temporary location.

(f) Each studio or temporary location shall be equipped with hand-washing facilities for its personnel with unobstructed access to the tattoo and body piercing area such that artists can return to the area without having to touch anything with their hands. New studios shall be equipped with hand-washing facilities within ten (10) feet of the site

where the tattooing or body piercing is performed; for example the chair, table or stool where a person receives the tattoo or body piercing. Hand-washing facilities shall be equipped with hot and cold or tempered running water under pressure; liquid germicidal soap; single-use towels or other approved hand-drying devices; and a covered refuse container. Such facilities shall be kept clean and in good repair. Temporary locations may use portable, commercially manufactured hand-washing stations ~~as~~so long as provisions are made to ensure the availability of clean, potable water for hand-washing, and for the disposal of waste water ~~according to~~in accordance with local and state laws.

(g) Animals are not permitted in the studios or temporary locations except for guide or service animals accompanying persons with disabilities, or non-mammalian animals in enclosed glass containers such as fish aquariums, which shall be outside the tattooing, body piercing, and sterilization area.

(h) Use of tobacco products shall be prohibited in the tattoo, body piercing, and sterilization area. Consumption of alcoholic beverages shall be prohibited in the studio or temporary location.

(i) The studio or temporary location shall be kept free of rodents and vermin and protected from infestation by insects.

(j) If tattooing or body piercing is performed where other non-tattooing or non-body piercing services are provided, it shall be provided in an area that is physically separate, and with protection from other activities to avoid the transfer of disease-causing microorganisms or other irritant particles into the artist's workstation or sterilization area.

(1983 Code, sec. 14-280; Ordinance 2004-O0078, sec. 5, adopted 7/15/2004)

Sec. 8.10.006 Personnel responsibilities

(a) All artists while tattooing or body piercing shall wear clean outer garments, maintain a high degree of personal cleanliness, and conform to hygienic practices while on duty.

(b) All artists shall wash their hands thoroughly using hot or tempered water (capable of reaching a temperature of 1~~1~~00°F) with a liquid germicidal soap before and after tattooing or body piercing and as often as necessary to remove contaminants.

(c) All artists must wear single-use examination gloves while assembling tattooing and body piercing instruments and while tattooing and body piercing.

(d) When a session is interrupted or immediately after gloves are torn or perforated:

(1) Gloves shall be removed and discarded; and

(2) Hands shall be washed and a fresh pair of gloves used.

(e) Artists shall use universal precautions while tattooing or body piercing. An artist diagnosed with a communicable disease shall provide to the department a written statement from a health care practitioner that the artist's condition no longer poses a threat to public health.

(f) The area of the client's skin to be tattooed shall be cleaned with an approved germicidal soap according to label directions.

(g) The external skin of the client to be pierced shall be cleaned with an approved germicidal soap according to label directions. In the case of oral piercings, the operator shall provide the individual with antiseptic mouthwash in a single-use cup and shall ensure that the individual utilizes the mouthwash provided. In the case of a lip, labret, or cheek piercing, procedures described in this subsection for both skin and oral piercings shall be followed.

(h) If shaving is required, razors shall be single use. The razor or razor's head must be placed in a biohazard container after use.

(i) Each artist performing any tattoo or body piercing procedure in the studio or temporary location shall have the education, training and experience, or any combination thereof, to practice aseptic technique and prevent the transmission of bloodborne pathogens. All procedures shall be performed using aseptic technique. Training records should be documented and available for inspection at the studio or temporary location.

(1983 Code, sec. 14-281; Ordinance 2004-O0078, sec. 6, adopted 7/15/2004)

Sec. 8.10.007 Client qualifications, disclosure, and records

(a) Except as permitted in subsections (d) and (e) of this section, a client must be a minimum of eighteen (18) years of age and shall present at the time of tattooing or body piercing a valid, government-issued, positive identification card including, but not limited to, a driver's license, passport, or military identification, The identification must contain a photograph of the individual and a printed date of birth.

(b) The artist shall verify and document in the permanent client record the client's age, date of birth, and the type of identification provided.

(c) An artist may not tattoo a person younger than eighteen (18) years of age except as permitted in subsection (d) of this section.

(d) With the consent of a minor's parent, managing conservator, or guardian, who determines it to be in the best interest of the minor child to cover an existing tattoo, a person under the age of eighteen (18) may be tattooed under the following conditions:

(1) The existing tattoo must contain:

(A) Obscene or offensive language or symbols;

(B) Gang-related names, symbols, or markings; or

(C) Drug-related names, symbols, or pictures.

(2) The consent required by this subsection (d) can be satisfied by the minor's parent, managing conservator, or guardian:

(A) Being physically present at the time the tattooing is being performed;

(B) Executing an affidavit stating that the person is the parent or guardian of the individual on whom the tattooing is being performed;

(C) Presenting evidence of the minor's identity to the artist; and

(D) Presenting evidence of the status as parent or guardian of the individual who will receive the tattoo to the artist.

(e) An artist may not perform body piercing on a person younger than eighteen (18) years of age without the consent of a parent, managing conservator, or guardian of the individual. The consent can be satisfied by:

(1) Completion of client and parental approval records that include the following information:

(A) The full name, address, and telephone number of the client;

(B) The full name, address, and telephone number of the parent, managing conservator, or guardian;

(C) The location on the body that may be pierced; and

(D) The signatures of the minor and parent, managing conservator, or guardian; and

(2) The individual's parent, managing conservator, or guardian being physically present at the time the body piercing is being performed; and

(A) Executing an affidavit stating that the person is the parent, managing conservator, or guardian of the individual on whom the body piercing is being performed;

(B) Presenting evidence of the minor's identity to the artist; and

(C) Presenting evidence of the status as parent, managing conservator, or guardian of the individual who will receive the body piercing to the artist.

(f) No person may be tattooed or body pierced who appears to be under the influence of alcohol or drugs.

(g) Tattooing and body piercing shall not be performed on any skin surface which manifests any evidence of unhealthy conditions such as rashes, boils, infections, or abrasions.

(h) Before receiving a tattoo, each client (and, if applicable, the parent, managing conservator, or guardian) shall be informed verbally and in writing about the possible risk and dangers associated with the application of each tattoo. These shall include, but are not limited to, at least the following: the possibility of discomfort or pain; the permanence of the markings; the risk of infection; the possibility of allergic reaction to the pigments or other materials used; and the increased risks to diabetics.

(i) Before receiving a body piercing, each client (and, if applicable, the parent, managing conservator, or guardian) shall be informed verbally and in writing about the possible risks and dangers associated with receiving a body piercing. These shall include, but are not limited to, at least the following: the possibility of discomfort or pain; the possibility of scarring; the possibility of bleeding; the possibility of swelling; the risk of infection; the possibility of nerve damage; the increased risk for adolescents during certain stages of development; and the increased risks to diabetics.

(j) The studio or temporary location shall maintain proper records of each client. The information shall be ~~permanently~~ maintained at the studio for at least two (2) years following the date of the last entry. The temporary location client records shall be maintained by the license holder for two years. These permanent records shall include the following:

(1) The name, address, and telephone number of the client;

(2) The date tattooing or body piercing was performed;

(3) The client's age, date of birth, and type of positive identification provided to the artist (the information is to be recorded by the artist as described in subsection (b) of this section);

(4) The specific color or colors of the tattoo or type of jewelry used for the piercing and, when available, the manufacturer's catalogue or identification number of each color or type of jewelry used;

(5) The location on the body where the tattoo or body piercing was performed;

(6) The name of the artist;

(7) A statement that the client has received a copy of the applicable written care instructions, and that the client has read and understands the instructions; and

(8) The signature of the client.

(k) A person younger than eighteen (18) years of age commits an offense if the person falsely states that the person is eighteen (18) years of age or older or presents any document that indicates that the person is eighteen (18) years of age or older to a person engaged in the operation of a ~~tattoo~~ studio or temporary location.

(1983 Code, sec. 14-282; Ordinance 2004-O0078, sec. 7, adopted 7/15/2004)

Sec. 8.10.008 Sterilization

(a) A studio or temporary location is required to utilize instruments that have been prepared as described in section 8.10.010(a)–(e) of this article (relating to tattooing and body piercing instruments and jewelry). The studio or temporary location shall use sterilization equipment that is approved by the United States Food and Drug Administration for the purpose of sterilization, and adequate in size to accommodate necessary utensils and instruments. A copy of the manufacturer's recommended procedures for operation of the sterilization unit(s) must be available for inspection by an authorized agent at the time of inspection of the studio or temporary location.~~.~~

(b) Each person responsible for the sterilization of instruments shall be able to demonstrate to the department's authorized agent the correct sterilization procedures and the proper operation of autoclave and/or dry heat sterilization equipment.

(c) After each use, the reusable instruments shall be cleansed to remove blood and tissue residue before sterilization as described in section 8.10.010(n) of this article.

(d) Instruments and jewelry requiring sterilization shall be packed in packages approved for the sterilization unit. Instruments and jewelry shall be packed individually, or as a set provided such set is intended to be used for a single procedure. Each package shall be labeled with the date of sterilization and the initials of the person sterilizing the instruments. Packaged sterilized instruments shall be kept in a sterile condition and stored in a clean dust-tight container when not in use. Instruments and jewelry may be sterilized immediately before tattooing or body piercing without the use of sterilization packages as provided by the sterilization unit's manual. The studio or temporary location must keep records in accordance with subsection (g) of this section.

(e) Each package of instruments and jewelry sterilized shall be monitored for sterilization by the use of chemical/heat sensitive indicators.

(f) Each sterilization unit used by the studio to sterilize instruments and jewelry must have a spore test performed each calendar month by an approved laboratory. Records shall be documented and available for inspection at the studio or temporary location.

(g) Each studio or temporary location shall maintain sterilization records. The information shall be permanently recorded and made available for examination by an authorized agent in the studio for at least two (2) years from the date of the last entry. These permanent records shall be maintained at the studio and shall include the following:

(1) Date of sterilization;

(2) Quantity and type of instruments to be sterilized; and

(3) Name or initials or the individual sterilizing the instruments.

(h) Sterilized instruments and jewelry stored in accordance with the sterilization unit owner's manual and stored in accordance with the sterilization packet manufacturer's labeling or letter provided by the manufacturer of the sterilization packets will be considered sterile for the length of time set out in the sterilization unit owner's manual or packet labeling or supporting documentation. If the studio or temporary location personnel cannot provide a manual for the sterilization equipment at the time of inspection or if no length of time is set out by the sterilization unit's manual, the equipment and jewelry must be stored in an approved manner, and the instruments and jewelry not used within thirty (30) days after sterilization shall no longer be considered sterile. If presterilized instruments are used, the artist shall obtain documentation from the manufacturer that describes the method of sterilization utilized by the manufacturer and the manufacturer's recommendations for storage and maintenance of sterility. This documentation shall be available for inspection by an authorized agent. The artist shall follow the manufacturer's instructions for storage and maintenance of sterility.

(i) One of the following methods of sterilization shall be used:

(1) Autoclave - steam under pressure:

(A) One hundred twenty-one (121) degrees Celsius (two hundred fifty (250) degrees Fahrenheit) and a pressure of at least fifteen (15) pounds per square inch for not less than thirty (30) minutes after the chamber of the autoclave has reached the required temperature and pressure; or

(B) As specified in the manufacturer's operator's manual.

(2) Dry heat sterilization:

(A) One hundred sixty (160) degrees Celsius (three hundred twenty (320) degrees Fahrenheit) for not less than one (1) hour under

atmospheric pressure after the sterilizer has reached the required temperature; or

(B) As specified in the manufacturer's operator's manual.

(1983 Code, sec. 14-283; Ordinance 2004-O0078, sec. 8, adopted 7/15/2004)

Sec. 8.10.009 Care of the new tattoo and/or body piercing

(a) Each time tattooing or body piercing is performed the client (and if applicable, the parent, managing conservator, or guardian) shall receive oral and written instructions on the care of the area tattooed or pierced. The client shall sign a written statement in the permanent client record acknowledging that the client has received a copy of the written care instructions, and that the client has read and understands the instructions.

(b) The written care instructions for tattooing shall contain at least the following items:

(1) For at least two (2) weeks, the need to minimize exposure to the sun, and to discourage swimming;

(2) The need to properly cleanse the tattooed area;

(3) The need to apply antibiotic ointment or cream;

(4) The need to use sterile bandage(s) or other sterile dressing(s) when necessary;

(5) The name of the artist, and the name, address, and telephone number of the studio or temporary location; and

(6) The instructions for the client to consult a health care practitioner at the first sign of infection or an allergic reaction, and to report any diagnosed infection, allergic reaction, or adverse reaction resulting from the application of the tattoo to the artist and to the Texas Department of State Health Services, Drugs and Medical Devices Division, at 1-888-839-6676 and to the City of Lubbock Health Department, at (806) 775-2928.

(c) The written care instructions for body piercing shall contain at least the following items:

(1) The need to properly cleanse the pierced area by using antibacterial or antimicrobial soap for the external skin or an antiseptic or carbamide peroxide mouthwash for the oral cavity;

(2) For at least the first six (6) weeks, the need to minimize exposure to the sun and swimming;

(3) The need to use sterile bandage(s) or other sterile dressing(s) when necessary;

(4) The name of the artist, and the name, address, and telephone number of the studio or temporary location; and

(5) The instructions for the client to consult a health care provider at the first sign of infection or an allergic reaction, and to report any diagnosed infection, allergic reaction, or adverse reaction resulting from the body piercing to the artist and to the Texas Department of State Health Services, Drugs and Medical Devices Division, at 1-888-839-6676 and to the City of Lubbock Health Department, at (806) 775-2928.

(1983 Code, sec. 14-284; Ordinance 2004-O0078, sec. 9, adopted 7/15/2004)

Sec. 8.10.010 Tattooing and body piercing instruments and jewelry

(a) Instruments and jewelry used during tattooing and piercing procedures which may contact blood or other bodily fluids or which come in direct contact with skin which is not intact shall be sterilized after each use or disposed of. These devices include, but are not limited to, needles, bars, tubes, forceps, receiving tubes, and tapers. This does not include ear piercing guns or tattoo machines/devices.

(b) Instruments and jewelry used during tattooing and body piercing which do not come in contact with broken skin but may come in contact with mucous membranes and oral tissue should be sterilized after each use. If, however, sterilization is not feasible because the instrument or jewelry will be damaged, the instrument or jewelry shall be treated with a germicidal solution prior to use. These devices include, but are not limited to, calipers and gauge wheels.

(c) Instruments that come into contact only with intact skin shall be treated with a germicidal solution prior to use. These devices include, but are not limited to, hand mirrors.

(d) Reusable instruments shall be constructed in a manner that permits easy cleaning and sterilization.

(e) Needles used to perform body piercing and tattooing shall be single use and disposed of in a sharps container.

(f) Single-use disposable instruments shall be maintained in clean condition and dispensed in a manner to prevent contamination to the unused instruments. These devices include, but are not limited to, cups, cotton swabs, corks, rubber bands, and toothpicks.

(g) Use of styptic pens or alum solids to control blood flow is prohibited.

(h) All dyes or pigments used in tattooing and piercing shall be nontoxic, free from adulteration, and made from materials generally regarded as safe. Marking instruments shall be single use or sanitized by design, such as alcohol based ink pens, and shall be used only on intact skin that has been treated with a germicidal soap. Any marking instrument that comes in contact with mucous membranes or broken skin shall be single use.

(i) Only single-use pigment or dye containers shall be used for each client. Pigments and dyes shall be dispensed from containers in a manner to prevent contamination to the unused portion. Individual containers of dye or pigment shall be discarded after use.

(j) In order to minimize transmission of body fluids and disease, single-use plastic covers shall be used to cover spray bottles or other reusable accessories for multiple client use that are handled by the artist during tattooing and body piercing.

(k) All stencils shall be single use. Petroleum jellies, soaps, and other products used in the application of stencils shall be dispensed and applied using aseptic technique and in a manner to prevent contamination of the original container and its contents. The applicator shall be single use.

(l) Contaminated reusable instruments shall be placed in a labeled covered container which may contain a disinfectant solution such as two (2.0) percent alkaline glutaraldehyde (not to be construed as all inclusive) until it can be cleaned and sterilized.

(m) All containers holding contaminated instruments and container lids shall be emptied of contaminated solution and cleaned and sanitized daily or more often if needed.

(n) Reusable instruments shall be cleaned by gloved personnel prior to sterilization by one (1) of the following methods:

(1) Mechanically preclean the items by using a clean cotton ball or swab moistened with a solution of low-residue detergent and cool water, with care taken to ensure the removal of any pigment or body substances not visible to the eye, thoroughly rinse with warm water and then drain, and clean by soaking in a protein dissolving detergent-enzyme cleaner used according to manufacturer's instructions; or

(2) Clean the items in an ultrasonic cleaning unit used according to manufacturer's instruction. A copy of the manufacturers recommended procedures for operation of the ultrasonic cleaning unit must be available for inspection by an authorized agent; and

(3) Rinse and dry the items prior to packaging for sterilization.

(1983 Code, sec. 14-285; Ordinance 2004-O0078, sec. 10, adopted 7/15/2004)

Sec. 8.10.011 Report of infection or allergic reaction

(a) The studio or temporary location shall notify the City of Lubbock Health Department by providing a written report ~~to the City of Lubbock Health Department, in writing,~~ of any infection or allergic reaction resulting from a body piercing or the application of a tattoo ~~to the department~~ within forty-eight (48) hours of its occurrence or knowledge thereof. The report shall include:

(1) The name of the affected client;

(2) The name and address of the studio or temporary location where the tattoo or body piercing was performed;

(3) The complete legal name of the artist;

(4) The date the tattoo or piercing was performed;

(5) The specific color or colors of the tattoo or type of jewelry used for the piercing and, when available, the manufacturer's catalogue or identification number of each ink color or type of jewelry used;

(6) The location of the infection and the location on the body where the tattoo or piercing was applied;

(7) The name and address of the health care provider, if any; and

(8) Any other information considered relevant to the situation.

(b) The department shall use these reports in their efforts to identify the source of the adverse reaction(s) and to take action to prevent its recurrence.

(1983 Code, sec. 14-286; Ordinance 2004-O0078, sec. 11, adopted 7/15/2004)

Sec. 8.10.012 Disposal of infectious waste

(a) Sharps shall be subjected to the methods of treatment and disposal as described in chapter 1, subchapter K, sec. 1.136 of title 25, Texas Administrative Code (relating to approved methods of treatment and disposition) and title 30, Texas Administrative Code, chapter 330, subchapter Y and to the City of Lubbock Code of Ordinances.

(b) Other studio or temporary location waste generated during the tattooing and body piercing process, i.e., cotton balls, cotton tip applicators, corks, toothpicks, tissues, paper towels, gloves, single-use plastic covering, and pigment containers (not to be construed as all-inclusive) shall be disposed of in accordance with the City of Lubbock Code of Ordinances and chapter 1, subchapter K, sec.1.136(a)(2) of title 25, Texas Administrative Code or title 30, Texas Administrative Code, chapter 330. Copies of these provisions are

indexed and filed in the office of the Drugs and Medical Devices Division, Texas Department of State Health Services, 1100 West 49th Street, Austin, Texas 78756, 1-888-839-6676, and are available weekdays for inspection between the hours of 8:00 a.m. and 5:00 p.m.

(1983 Code, sec. 14-287; Ordinance 2004-O0078, sec. 12, adopted 7/15/2004)

Sec. 8.10.013 Tongue splitting and surgical body modification

A person may not perform tongue splitting or surgical body modification. (1983 Code, sec. 14-288; Ordinance 2004-O0078, sec. 13, adopted 7/15/2004)

Secs. 8.10.014–8.10.040 Reserved

Division 2. Permit

Sec. 8.10.041 Required

No person may cause, suffer or allow the operation, management, or maintenance of a tattoo and certain body piercing studio or temporary location without a permit issued in accordance with this division. ~~(1983 Code, sec. 14-276(b); Ordinance 2004-O0078, sec. 1, adopted 7/15/2004)~~ Each tattoo and certain body piercing studio or temporary location shall obtain a separate permit. In no case shall a person attempt to operate more than one studio or location per permit.

Sec. 8.10.042 Exemption

Persons who engage only in the following are exempt from the licensing requirements of this division:

(1) A studio located within a medical facility which is permitted under other law, or an office or clinic of a person permitted by the Texas state board;

(2) A person who performs only ear piercing; or

(3) A facility in which only ear piercing is performed.

(1983 Code, sec. 14-278(f); Ordinance 2004-O0078, sec. 3, adopted 7/15/2004)

Sec. 8.10.043 Fees

All tattoo and body piercing studios shall obtain a permit annually from the department except as indicated below ~~from the department~~. A new permit must be obtained at any time the name, ownership, or location of the permitted studio is changed. All tattoo and body piercing studios shall pay an annual, nonrefundable permit fee or a fee for each temporary location for each place of business operated as follows:

(1) One hundred fifty dollars ($150.00) per tattoo only studio;

(2) Three hundred dollars ($300.00) for a tattoo and body piercing studio, the fee to be paid as follows: one hundred fifty dollars ($150.00) for the tattoo portion and one hundred fifty dollars ($150.00) for the body piercing portion; and

(3) One hundred fifty dollars ($150.00) per body piercing only studio~~.~~;

(4) One hundred dollars ($100.00) per temporary location for tattoo or body piercing, for a specified length of time not to exceed seven days;

(5) Two hundred dollars ($200.00) per temporary location for tattoo and body piercing, for a specified length of time not to exceed seven days.

Temporary locations must pay the permit fee no later than 5 days before the temporary event.

(1983 Code, sec. 14-278(a); Ordinance 2004-O0078, sec. 3, adopted 7/15/2004)

Sec. 8.10.044 Forms

Permit forms may be obtained from the City of Lubbock Environmental Health Department, ~~1902 Texas Avenue~~1625-13th Street, Lubbock, TX, 79401. (1983 Code, sec. 14-278(b); Ordinance 2004-O0078, sec. 3, adopted 7/15/2004)

Sec. 8.10.045 Application

An application shall be submitted for each tattoo studio or temporary location and a separate application shall be submitted for each body piercing studio or temporary location. Approval of said application is contingent upon successful approval of the State of Texas license. The initial permit application for each studio or temporary location shall be signed and verified, shall be made on the permit application furnished by the department, and shall contain the following information:

(1) The full or legal name under which the studio or temporary location is conducted;

(2) The address of the studio or temporary location that is to be permitted. Sufficient descriptive information must be included if the studio is located in a portion of a~~the~~ building with other permit holders;

(3) If a proprietorship, the name and residence address of the proprietor; if a partnership, the names and residence addresses of all partners; if a corporation, the date and place of incorporation and name and address of its

Formatted: Underline

Formatted: Indent: Left: 0"

Formatted: Superscript

registered agent in the state; or if any other type of association, then the names of the principals of such association;

(4) For each studio or temporary location, the name(s) and residence address(es) of the responsible individual(s) thereof;

(5) The name(s) of the studio's or temporary location's artist(s);

(6) The usual days and hours of operation of each studio or temporary location; and

(7) A description of all services to be provided at the studio or temporary location.

(1983 Code, sec. 14-278(d); Ordinance 2004-O0078, sec. 3, adopted 7/15/2004)

Sec. 8.10.046 Issuance; term; display

(a) The department may issue a permit to the owner of a studio or temporary location after determining that the studio or temporary location is in compliance with applicable statutes, rules, and zoning codes.

(b) The initial studio permit shall be valid for one year from the date of issuance, which becomes the anniversary date. A permit for a temporary location will be valid for the specified period of time, not to exceed seven days.

(c) The renewal studio permit shall be valid for one year from the anniversary date.

(d) The permit shall be displayed in a prominent place in the studio or temporary location.

(1983 Code, sec. 14-278(d); Ordinance 2004-O0078, sec. 3, adopted 7/15/2004)

Sec. 8.10.047 Renewal

(a) Each year, the permit holder shall renew its permit in accordance with the requirements of this division.

(b) The permit holder shall renew the permit by filing an application for renewal before the expiration date of the current permit. A person who files a renewal application after the expiration date must pay an additional fifty dollars ($50.00) as a delinquency fee.

(c) Failure to submit the renewal application annually shall subject the studio to enforcement pursuant to this article.

(d) Notification of change of location of studio. Not fewer than thirty (30) days in advance of the change, the permit holder shall notify the department in writing of the permit holder's intent to change the location of a permitted studio. The notice shall include the address of the new location, and the name and residence address of the individual in charge of the studio at the new location.

(1983 Code, sec. 14-278(e); Ordinance 2004-O0078, sec. 3, adopted 7/15/2004)

Sec. 8.10.048 Grounds for denial

(a) The department may refuse to issue an original or renewal tattoo studio or temporary location or body piercing studio or temporary location permit if it has reasonable grounds to believe and finds that any of the following circumstances exists:

(1) The applicant has been convicted of a violation of this article during the two (2) years immediately preceding the filing of the application;

(2) Three (3) years have not elapsed since the termination, by pardon or otherwise, of a sentence imposed on the applicant for a conviction associated with tattooing or body piercing;

(3) The applicant violated or caused to be violated a provision of this article or a rule of the department adopted under this article involving moral turpitude during the six (6) months immediately preceding the filing of the application;

(4) The applicant failed to answer or falsely or incorrectly answered a question in an original or renewal application;

(5) The applicant is indebted to the state for a fee or penalty imposed by this article or by rule of the department adopted under this article;

(6) The applicant is a minor; or

(7) The applicant does not provide an adequate building available at the address for which the permit is sought before conducting any activity authorized by the permit.

(b) The department may refuse to issue or renew, for a period of one (1) year from the date of application for the initial or renewal permit, a ~~tattoo~~ studio or ~~body piercing studio~~ temporary location permit for a premises where a shooting, stabbing, or other violent act or an offense involving drugs occurred that involved a permit applicant, permit holder, or registrant under this article or a patron or employee of the studio or temporary location.

(1983 Code, sec. 14-279; Ordinance 2004-O0078, sec. 4, adopted 7/15/2004)

Sec. 8.10.049 Basis for denial, suspension or revocation

The department may, after providing notice and opportunity for a hearing, refuse to permit a studio or temporary location, or may revoke or suspend the permit for violations of the requirements in this article or for any reasons described in the Tattoo and Certain Body Piercing Studio Act or in the Texas Food, Drug, and Cosmetic Act. (1983 Code, sec. 14-289(a); Ordinance 2004-O0078, sec. 14, adopted 7/15/2004)

Sec. 8.10.050 Hearings

The public health administrator or his designee shall conduct any hearing pursuant to this article. Notice of such hearing shall be provided by the public health administrator to the studio owner or permit holder by certified mail, return receipt requested. At such hearing all parties shall be given the opportunity to present evidence. The public health administrator or his designee has the authority to issue an order to refuse to permit a studio, or may revoke or suspend the permit of a currently operating studio. Such orders may be appealed to the City of Lubbock Permit and License Appeal Board by filing a written notice of appeal within five (5) days with the city secretary's office. Decisions of the permit and license appeal board shall be final. (1983 Code, sec. 14-289(b); Ordinance 2004-O0078, sec. 14, adopted 7/15/2004)

Sec. 8.10.051 Reissuance

If a permit issued under this division has been revoked or denied for violation of these rules, the permit holder named in the revocation or denial is not eligible for licensing under this division for a period of two (2) years. (1983 Code, sec. 14-289(d); Ordinance 2004-O0078, sec. 14, adopted 7/15/2004)

Sec. 8.10.052 Suspension

(a) Permit holder includes sole proprietors, each member of a partnership or association and, with respect to a corporation, each officer and the owner or owners of a majority of the corporate stock.

(b) The department may suspend or revoke an original or renewal ~~tattoo~~ studio or temporary location ~~body piercing studio~~ permit if it is found, after notice and hearing as provided in this division, that any of the following is true:

(1) The permit holder has been finally convicted of a violation of this article;

(2) The permit holder violated a provision of this article;

(3) The permit holder made a false or misleading statement in connection with the original or renewal application, either in the formal application itself

or in any other written instrument relating to the application submitted to the department;

(4) The permit holder is indebted to the city for fees or payment of penalties imposed by this article;

(5) The permit holder knowingly misrepresented to a customer or the public any tattoo or body piercing jewelry sold by the permit holder; or

(6) The permit holder was intoxicated on the permitted ~~premises~~premises.

(c) If a permit holder cannot be located for any notice required under this division, the department shall provide notice by posting a copy of the order on the front door of the permitted ~~premises~~premises.

~~(1983 Code, sec. 14-289(e); Ordinance 2004-O0078, sec. 14, adopted 7/15/2004)~~

Sec. 8.10.53 Immediate Closure by Department

(a) The Department may order the immediate closure of a studio or temporary location when there is a reasonable basis to believe that an individual contracted or was exposed to any communicable disease or disease of the skin while receiving a tattoo and/or body piercing at the studio or temporary location.

(b) It shall be unlawful to fail to promptly comply with the notice of immediate closure. Such failure to promptly comply with the notice of immediate closure shall subject the studio or temporary location to other enforcement provisions of this article.

Board of Health
Minutes
December 21, 2012
City of Lubbock Civic Center
12:30 PM

Members Present:
Dr. Steven Presley
Dr. Brian Carr
Dr. Donald May
Dr. Naidu Chekuru
Ms. Kae Hentges
Dr. Ted Reid
Dr. Wayne Culp
Dr. Anne Epstein
Mr. Ollie Thomas, Jr.

Staff Present:
Beckie Brawley
Scott Snider
Mary McConnell
Bridget Faulkenberry
Victor Hernandez, Councilman
Latrelle Joy, Councilwoman
Sam Medina
Tracy Norris
Dr. Ronald Cook

1) Call to order – Dr. Steven Presley, Chair
Meeting was called to order at 12:35 PM.

2) Citizen Comments
No citizens signed up to speak to the Board.

3) Work Session

3.1) Discussion on Synthetic Marijuana – Sam Medina
Mr. Medina spoke to the Board about the issue of synthetic marijuana and what the City Council would like the Board to do. A subcommittee was formed to develop an approach to the issue. DR. Reid will chair, with Ms. Hentges and Mr. Thomas to assist and they will report back to the Board.

3.2) Communicable Disease Report – Mary McConnell, RN
Ms. McConnell reported on the flu numbers and the Communicable disease numbers for Lubbock in November.

3.3) Report from Fracking Committee – Dr. Anne Epstein
Dr. Epstein gave a short report about Fracking.

4) Action Items

4.1) Approval of November 16, 2012 minutes
Dr. Carr made motion to accept the minutes. It was seconded by Ms. Hentges. The vote was unanimous.

4.2) Discussion and vote on approval for changes to tattoo ordinance
Dr. Carr made motion to accept the changes as written. It was seconded by Dr. Reid. The vote was unanimous.

4.3) Election of ne officers for 2013 – Dr. Steven Presley
Dr. Chekuru nominated Dr. Carr as chair and Dr. Epstein as Secretary. Dr Presley asked for a vote on Chair and Secretary. Dr. Carr was appointed the new Chair and Dr. Epstein was appointed new Secretary for 2013.

Dr. Presley would like to draft a letter to be read at the next City Council meeting to acknowledge the hard work of the Health Department staff.

5) Adjourn
The meeting was adjourned at 1:25.

Date Approved: _____

_____
Dr. Brian Carr
Board of Health Chair

Minutes Prepared By:

_____
Tracy Norris
Administrative Assistant

Regular City Council Meeting **6. 7.**

Meeting Date: 01/31/2013

Information

Agenda Item

Ordinance 1st Reading - City Council: Consider an Ordinance amending Chapter 14 of the Code of Odinances of the City of Lubbock, Texas, with regard to adding section 14.01.009 relating to illicit synthetic drugs, to prohibit the sale, public display for sale, attempted sale, gift, barter, delivery, possession, or use of illicit synthetic drugs and misbranded drugs; providing for exceptions; providing a penalty clause; providing a savings clause; and providing for publication.

Item Summary

Proposed ordinance is attached.

Fiscal Impact

Staff/Board Recommending

Karen Gibson, Mayor Pro Tem
Victor Hernandez, District #1 Councilman
Todd Klein, District #3 Councilman

Attachments

Ordinance

ORDINANCE NO. 2013-O_____

AN ORDINANCE AMENDING CHAPTER 14 (OFFENSES AND ADDITIONAL PROVISIONS) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO ADDING SECTION 14.01.009 RELATING TO ILLICIT SYNTHETIC DRUGS; TO PROHIBIT THE SALE, PUBLIC DISPLAY FOR SALE, ATTEMPTED SALE, GIFT, BARTER, DELIVERY, POSSESSION, OR USE OF ILLICIT SYNTHETIC DRUGS AND MISBRANDED DRUGS INCLUDING "SPICE," SYNTHETIC CANNABINOIDS, SYNTHETIC MARIHUANA, "BATH SALTS," SYNTHETIC CATHINONES, SYNTHETIC STIMULANTS, OR OTHER MISBRANDED DRUGS; PROVIDING FOR EXCEPTIONS; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds there are herbal and/or chemical mixtures that are being marketed and sold in the City of Lubbock which are designed and marketed to mimic the effects of illegal narcotics; and

WHEREAS, although often marked "not for human consumption," or being labeled as otherwise innocuous products (i.e., plant food, incense, potpourri, bath salts, iPod cleaner, etc.) these products are in fact designed, marketed to the buyer, and intended to be used as products that act upon and affect the human body and its systems to get the user "high" or achieve the narcotic effects of illegal narcotic drugs; and

WHEREAS, products containing illicit synthetic drugs and misbranded drugs are available and are being marketed to young adults and children in the City of Lubbock in small packages as alternatives to illegal narcotics, and further, the names and packaging of these substances appear to be designed to appeal to children and young adults, to mischaracterize their intended uses and purposes, and to minimize or conceal the inherent danger of these products; and

WHEREAS, the City Council finds that illicit synthetic drugs and misbranded drugs are distributed, labeled, and marketed in a way that poses dangerous consequences to the consumer; and

WHEREAS, the City Council deems it to be in the best interests of the citizens and residents of the City of Lubbock to prohibit the sale, public display for sale, attempted sale, gift, barter, delivery, possession, or use of illicit synthetic drugs and misbranded drugs.

NOW THEREFORE,

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

SECTION 1. THAT Section 14.01.009 of the Lubbock Code of Ordinances is hereby created to read as follows:

Section 14.01.009 Sale, public display for sale, attempted sale, gift, barter, delivery, possession, or use of illicit synthetic drugs and misbranded drugs

(1) It shall be unlawful for any person, knowingly, to sell, publicly display for sale, attempt to sell, give, barter, deliver, possess, or use the following substances within the city limits of the City of Lubbock, Texas:

(a) Any substance listed as a controlled substance or a controlled substance analogue as defined in Chapter 481 of the Texas Health and Safety Code;

(b) Salvia divinorum or Salvinorum A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts derivative, mixture, or preparation of such plant, its seeds, or extracts;

(c) [(1R, 2R, 5R)-2-[2,6-dimethoxy-4-(2-methyloctan-2-yl)phenyl]-7,7-dimethyl-4-bicyclo[3.1.1]hept-3-enyl]methanol, commonly known as HU-308;

(d) (6aR, 10aR)-3-(1,1-Dimethylbutyl)-6a, 7, 10, 10a-tetrahydro-6, 6, 9-trimethyl-6H-dibenzo[b,d]pyran, commonly known as JWH-133;

(e) (−)-2β-Carbomethoxy-3β-(4-fluorophenyl)tropane, commonly known as β-CFT, WIN-35, 428;

(f) (6aR, 10aR)-1-methoxy-6, 6, 9-trimethyl-3-(2-methyloctan-2-yl)-6a, 7, 10, 10a-tetrahydrobenzo[c]chromene, commonly known as L-759, 633;

(g) Any substances similar to the above described substances which, when inhaled or otherwise ingested, may produce intoxication, stupefaction, giddiness, paralysis, irrational behavior, or which, in any manner, changes, distorts, or disturbs the auditory, visual, or mental process of the user, when the substance has no other legitimate, non-narcotic purpose.

(2) It shall be unlawful for any person, knowingly, to breathe, inhale, drink, or otherwise ingest, any compound, liquid, or chemical listed within this section, for the purpose of inducing a condition of intoxication, stupefaction, giddiness, paralysis, irrational behavior, or which, in any manner, changes, distorts, or disturbs the auditory, visual, or mental process of the user.

(3) It is not a violation of this section if the person breathed, inhaled, drank, or otherwise ingested the substance under the lawful supervision of an authorized law enforcement officer to enforce or ensure compliance with this section.

(4) It is not a violation of this section if the person who commits any act described in this section commits the act pursuant to the lawful direction or prescription of a licensed physician or dentist licensed by the State of Texas to direct or prescribe such act.

(5) This section does not apply to the inhalation of a lawfully prescribed anesthesia for a medical or dental purpose.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock. Any person who violates this article shall be guilty of a class C misdemeanor and be subject to a fine of up to two thousand dollars ($2,000.00) upon conviction in municipal court.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2013.

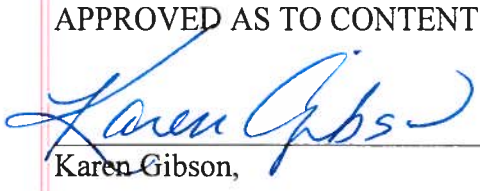
Passed by the City Council on second reading this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Gibson,
Mayor Pro Tem
District #5 Councilwoman

Victor Hernandez,
District #1 Councilman

Todd Klein,
District #3 Councilman

APPROVED AS TO FORM:

Sam Medina, City Attorney

Synthetic Drug Ordinance FINAL 1.10.13

Regular City Council Meeting **6. 8.**

Meeting Date: 01/31/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving the amended and restated bylaws of the Lubbock Economic Development Alliance and Market Lubbock Economic Development Corporation.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

Resolution

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the amendment to the Lubbock Economic Development, Inc.'s Bylaws and the Market Lubbock Economic Development Corporation's Bylaws to establish a procedure of reporting to the City Council, and of approval by the City Council of incentives and expenditures for economic development as set forth in Exhibit A attached hereto and incorporated herein by reference.

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.Amend-LEDA Bylaws
January 24, 2013

Regular City Council Meeting **6. 9.**

Meeting Date: 01/31/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Central Business TIF Reinvestment Zone Board of Directors, one appointment to the Electric Utility Board, one appointment to the Health & Educational Facilities Development Corporation Board of Directors, three appointments to the Urban Design & Historic Preservation Commission, and three appointments to the Zoning Board of Adjustment.

Item Summary

None.

Fiscal Impact

None.

Staff/Board Recommending

Becky Garza, City Secretary

Attachments

Board Information

JANUARY 31, 2013 REGULAR CITY COUNCIL MEETING - BOARD & COMMISSION APPOINTMENTS

BOARD NAME	AGENDA SESSION	REQUIREMENTS	MEMBER INFO	MEMBER ATTENDANCE	RECOMMENDED ACTION & INFO (AAB ; STAFF)	SCRIPT	APPOINTEE
CENTRAL BUSINESS DISTRICT TIF REINVESTMENT ZONE BOARD OF DIRECTORS	EXECUTIVE	18 YEARS OF AGE & A RESIDENT OF THE COUNTY; OR 18 YEARS OF AGE & OWN REAL PROPERTY IN THE ZONE	TONY CARDINAL (M,A,5)	80%	REAPPOINT	CONSIDER 1 APPOINTMENT TO THE CENTRAL BUSINESS DISTRICT TIF REINVESTMENT ZONE BOARD OF DIRECTORS	
ELECTRIC UTILITY BOARD	EXECUTIVE		MIKE DAVIS (M,A,5)	90%	GREG JONES (M,A,6) PROSPERITY BANK; JOE RAPIER (M,A,3) PARKHILL, SMITH, AND COOPER; PAUL RUIZ (APPLICATION PENDING)	CONSIDER 1 APPOINTMENT TO THE ELECTRIC UTILITY BOARD	
HEALTH & EDUCATIONAL FACILITIES DEVELOPMENT CORPORATION BOARD OF DIRECTORS	EXECUTIVE		MICHELLE BAIR	N/A	KATHERINE MAUNDER (F,A,6) HOMEMAKER	CONSIDER 1 APPOINTMENT TO THE HEALTH & EDUCATIONAL FACILITIES BOARD OF DIRECTORS	
URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	EXECUTIVE	HISTORY / POLITICAL SCIENCE	PAUL CARLSON (M,A,0)	67%	REAPPOINT	CONSIDER 3 APPOINTMENTS TO THE URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	1
		ARCHITECT	JOHN WHITE (M,A,3)	N/A	SCOTT SCHELLHASE (M,A,5) SLS PARTNERSHIP		2
		MEMBER AT LARGE	SCOTT WHITE (M,A,1)	67%	REAPPOINT		3
ZONING BOARD OF ADJUSTMENT	EXECUTIVE	ALTERNATE	DUSTIN BURROWS (M,A,3)	83%	REAPPOINT	CONSIDER 3 APPOINTMENTS TO THE ZONING BOARD OF ADJUSTMENT	1
		MEMBER	GLENN PATTON (M,A,3)	100%	REAPPOINT		2
		MEMBER	ALLEN TEINERT (M,A,1)	83%	REAPPOINT		3

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.