City of Lubbock, Texas
Regular City Council Meeting
Thursday, October 24, 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

James Loomis, City Manager
Sam Medina, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Note: On occasion the City Council may consider agenda items out of order.

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.5.

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

1. **Executive Session**

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

1. 1. 1. Discuss acquisition of property for the Northwest Water Reclamation Plant.

1. 1. 2. Cause No. 2013 -508,039- City of Lubbock v. Lubbock Omni Office, Inc. et. al.

1. 1. 3. Matters concerning an investigation of the RFP process of LP&L.

1. 1. 4. Consider Attorney General Opinion number OR2013-17487.

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. American Red Cross.

1. 2. 2. Discuss acquisition of property for the Northwest Water Reclamation Plant.

1. 2. 3. Discuss of land acquisition for Police Department.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):

1. 4. 1. to discuss, vote, and take final action on customer billing and electric power pricing

1. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies

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

1. 5. 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 Electric Utility Board, and the Planning & Zoning Commission.

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Gary Kirksey, City View Christian Church.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition of the Kerenhappuch Norman Chapter of the National Society Colonial Dames XVII Century, and the Daughters of American Colonists, in honor of October being the National Colonial Heritage month.

2. 4. **Appointments Advisory Board:**
Nicholas Atwood

Building Board of Appeals:
Paul Presson

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.**

4. **Minutes**

4. 1. September 26, 2013 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 2013-O0095 2nd Reading - Finance**: Consider Budget Ordinance 2013-O0095 Amendment 1 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant; accept and appropriate additional funding from the Texas Division of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG); and respecting the Gateway Capital Improvement Program by decreasing the appropriation for Capital Improvement Project 92289 and increasing the appropriation for Capital Improvement Project 92228.

5. 1. 1. **Contract Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to Contract 11302 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

5. 2. **Resolution - Finance:** Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2013-14 Budget and Capital Program and to reimburse itself from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

5. 3. **Resolution- Water Utilities:** Consider a resolution accepting an amendment to Contract 10911 between the City and Cingular Wireless to lease City property located at 74th Street and Genoa Avenue.

5. 4. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Contract 11217 with Alan Plummer Associates, Inc. for Bailey County Well Field (BCWF) Disinfection Engineering Design Services, RFQ 13-11217-MA.

5. 5. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 11078 with Allen Butler Construction, Inc., for construction of Milwaukee Avenue from 94th Street to 114th Street, ITB 13-11078-CI.

5. 6. **Ordinance 2013-O0096 2nd Reading – Right-of-Way**: An ordinance abandoning and closing a portion of a 10’ water line easement located in Block AK, Section 27.

5. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Farmers Cooperative Compress, regarding the acquisition of right-of-way for the South Loop Sanitary Sewer Extension Phase 1. Easement being out of Block B, Section 4.

5. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Jim S. Lara and Juanita C. Lara regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

5. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Rosemary Stidham regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

5. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Ryan R. Robinson regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 7.

5. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Tony R. Brewer and Rojean S. Brewer regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

5. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Larry C. Stallings, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Tract 1, S.I. Johson's Sub-Division of Section 4, Block B, Sections 1-4, Block S and Section 23, Block E.

5. 13. **Contract Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 10010060 with Exerplay Inc. for two City parks.

5. 14. **Contract Resolution – Parks and Recreation:** Consider three resolutions authorizing the Mayor to execute contract 11465 with SRH Trees, Inc., contract 11553 with West Texas Services Inc. dba Tom's Tree Place, and contract 11554 with Nursery Direct for the purchase of trees for parks, ITB 13-11465-TL.

5. 15. **Contract Resolution - Health Services:** Consider a resolution authorizing the Mayor to execute a contract 11587 for a Memorandum of Understanding (MOU) with StarCare Specialty Health System, formerly known as MHMR, which will assist individuals with referrals for needed care.

5. 16. **Contract Resolution - Health Services:** Consider a resolution authorizing the Mayor to execute contract 11588 with StarCare Specialty Health System to refer identified individuals who meet the priority or target population to StarCare for education, outreach, family services, referrals and or treatment.

5. 17. **Contract Resolution - Health Services:** Consider a resolution authorizing the Mayor to execute a contract 11589 for a Memorandum of Understanding with StarCare Specialty Health System, formerly known as MHMR, which would allow education, outreach, referrals, and/or treatment.

5. 18. **Consider Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 33000427 with SHI Government Solutions, Inc. for the Microsoft Volume Licensing Enterprise Agreement for software maintenance licenses.

5. 19. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to ratify Amendment 1 to Contract 11377, a commercial lease agreement with High Impact Properties, Ltd. for the leased premises at 2345 50th Street.

5. 20. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute job order Contract 13-11546-JOC with Minnix Commercial Partners, LTD. for the various renovations for the Lubbock Fire Administration Complex located at 1515 East Ursuline.

5. 21. **Contract Resolution - Transit:** Consider a resolution authorizing the Mayor to execute Contract 11613 between the Lubbock Metropolitan Planning Organization (LMPO) and the City to be fulfilled through the services provided by Citibus.

5. 22. **Contract Resolution - Fire Department:** Consider a resolution authorizing the Mayor to execute Purchase Order Contract 10010129 with DACO Fire Equipment, Inc. for purchase of tools and specialized tools and firefighting equipment for two new fire engines.

5. 23. **Resolution - Emergency Management:** Consider a resolution authorizing the Mayor to execute Contract 11586 for and on behalf of the City, a 2011 Grant Adjustment Notice to extend the end date of Federal Grant Award No. EMW-2011-SS-0001, by and between the City and the Texas Department of Public Safety/Texas Homeland and Security State Administration Agency, and associated documents.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning:** Consider an appeal for Zone Case 3208, an appeal of a denial by the Planning and Zoning (P&Z) Commission of Mike Freyburger, for Appaloosa Development LP, for a zone change from T to M-1 for a billboard on 1,701 square feet of unplatted land out of Block AK, Section 35, 6508 Marsha Sharp Freeway, and consider an ordinance.

6. 2. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 921-O, a request of Eric Thompson, for Briercroft Center LLC, for a zoning change from C-3 to C-4 on Lot B, less the southeast portion, Briercroft 2nd Addition, 5300 Avenue Q, and consider an ordinance.

6. 3. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3201-B, a request of of Kevin Lokey for a zoning change from T to M-1 on 30.502 acres of unplatted land out of Block A, Section 13, 4101 Adrian Street, and consider an ordinance.

6. 4. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3210, a request of Jaime DeLaCruz for a zoning change from R-1 to IHC for an addition to an existing tire warehouse on a portion of the northwest 133 feet by 230 feet of Block 23, Suburban Homes Addition, 4301 Interstate 27, and consider an ordinance.

6. 5. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3211, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from T to R-1 Specific Use for reduced setbacks on 30.5 acres of unplatted land out of Block AK, Section 21, north of 114th Street and east of Homestead Avenue, and consider an ordinance.

6. 6. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3212, a request of Dellas Lee for a zoning change from T to C-4 limited to a greenhouse and C-2A uses on 6 acres of unplatted land out of Block AK, Section 20, 6017, 6019, 6021, 6023, 6025, and 6051 114th Street, and consider an ordinance.

6. 7. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3213, a request of Hugo Reed and Associates, Inc., for North Park Lubbock Development, Ltd., for a zoning change from A-2 to IHC for a hotel on 2.7 acres of unplatted land out of Block J-S, Section 1, 3rd Drive and Brentwood Avenue, and consider an ordinance.

6. 8. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3214, a request of Hugo Reed and Associates, Inc., for Ford Development Corporation, for a zoning change from T to R-1 Specific Use for reduced setbacks on 75.966 acres of unplatted land out of Block AK, Section 4, east of Quaker Avenue and south of 137th Street, and consider an ordinance.

6. 9. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3116-C, a request of Hugo Reed and Associates, Inc., for FP Investors I, LLC, for a zoning change from GO and R-1 Specific Use to A-2 on 11.008 acres of unplatted land out of Block AK, Section 4, west of Indiana Avenue and south of 135th Street, and consider an ordinance.

6. 10. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 1615-K, a request of Capital Telecom for a zoning change from C-3 Specific Use to C-3 Specific Use for a telecommunications tower on 1,788 square feet of Tract C, South Plains Addition, 5801 West Loop 289, and consider an ordinance.

6. 11. **City Council:** Consider and possibly take action on starting an investigation concerning the RFP process of LP&L and anything related thereto.

6. 12. **Resolution - City Council:** Consider a resolution recommending certain items for consideration by the City of Lubbock's Electric Utility Board regarding customer relations, rate stabilization, and the appointment of a Citizen Task Force in connection therewith.

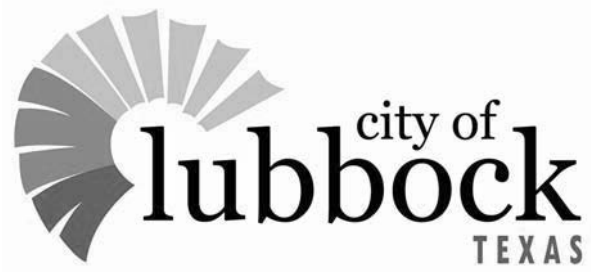
6. 13. **City Council:** Consider and possibly take action on waiving the attorney/client privilege in connection with the report presented to council by Mr. Tom Riney on July 15, 2013.

6. 14. **Board Appointments - City Secretary:** Consider five appointments to the Electric Utility Board, and four appointments to the Planning & Zoning Commission.

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

7. 1. Discuss potential options for limiting or prohibiting texting while driving.

7. 2. Discuss a publicity campaign to raise public awareness, by any and all means, of the dangers of distracted, aggressive or reckless driving within the City of Lubbock and consider taking action to implement such a campaign.


city of
lubbock
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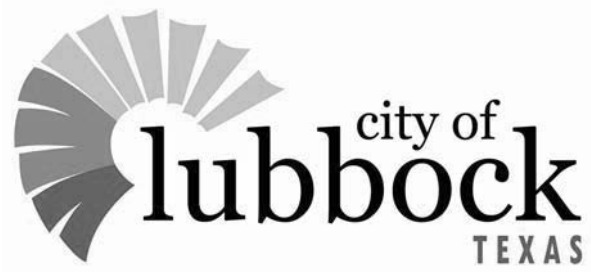
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TEXAS

BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, OCTOBER 24, 2013 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	ELECTRIC UTILITY BOARD	KRING, RODNEY	11.01.13	100%		REAPPOINT	Y
			McDONALD, CARROLL	11.01.13	100%		REAPPOINT	Y
			McDONALD, DWIGHT	11.01.13	N/A		REPLACE	N/A
			McDOUGAL, MARC	11.01.13	82%		REAPPOINT	Y
			MUSSELMAN, RUSSEL	11.01.13	91%		REAPPOINT	Y
*	2	PLANNING & ZONING COMMISSION	CURRY, RYAN	11.01.13	N/A		REPLACE	N/A
			HICKS, MICHAEL	11.01.13	64%		REAPPOINT/REPLACE	Y
			HORKEY, RICE	11.01.13	N/A		REPLACE	N/A
			TURNER, TOMMY	11.01.13	92%		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: 10/8/2013

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	
1308		Hodges	Jason	M	A		40-49	Landscape Ar	Prairie Worksh	1	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
1206		Spitzer	Michelle	F	A		50-59	CFO	Sunwest Const	4	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
1305		Tinsley	Matt	M	A		40-49	Director of Op	First Care Heal	5	
1308		Trejo	Magdalena	F	H		60+	Ex Director	Community Ho	1	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

ELECTRIC UTILITY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	77.0% (7)
Hispanic	32.6%	27.6%	10.1%	11.1% (1)
African-American	8.7%	7.4%	10.1%	11.1% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	88.9% (8)
Female	51.5%	53.0%	24.7%	11.1% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	22.2% (2)
District 6	17.2%	19.9%	19.3%	33.3% (3)
Other/Unknown	0.0%	0.0%	5.1%	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
Kring, Rodney (M,A,5)	100%	Y	Reappoint
McDonald, Carroll (M,A,1)	100%	Y	Reappoint
McDonald, Dwight (M,AA,4)	N/A	N/A	Replace
McDougal, Marc (M,A,4)	82%	Y	Reappoint
Musselman, Robert (M,A,6)	91%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Did not come before the Board.

EUB RECOMMENDATIONS:

See attached EUB Resolution.

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/8/2013

Sorted: By Preference

Electric Utility Board-Charter

Key: **CS - Presently 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
First Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1212		Conwright	James	M	AA		18-29	Loan Officer	Vista Bank	6
1307		Flores	Gilbert	M	H		60+	County Commissioner	Lubbock County	1
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
1307		Gutierrez	Ysidro	M	H		60+	Retired	Retired	1
1302		Hill	Stephanie	F	AA		50-59	Office Manager	Lubbock Medical	2
1010		Rothwell	Gary	M	A		50-59	Real Estate Investments	Gary Rothwell, Inc.	5
1302		Ruiz	Paul	M	H		50-59	Associate Director	Texas Tech University	3
1109		Russell	Carl	M	A		50-59	Real Estate Developer	Carl M Russell Land &	4
1303		Smith	Peter	M	A		30-39	Banker	Happy State Bank	5
Second Preference:										
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
1309		Walline	Barbara	F	A			Retired	Retired	2
Third Preference:										
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0212		Peel	Michael	M	A		40-49	Sales	Benchmark	0
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:										

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

	Confidential	Home	Business		Reappt Elig.
Abeyta **Mr. Emilio**	Y Y	*5704 79th Street* *Lubbock TX 79424* *(806) 794-7162* CEL	*Abeyta Law Office* *820 Buddy Holly Ave. #6* *Lubbock TX 79401* *(806) 765-5161*	*Curr:* 11/1/2012 - 11/1/2014 *2nd:* - *1st:* 11/4/2010 - 11/1/2012 *Fax:* (806) 765-9644	*Y*
E-mail abeytaattorney@aol.com					
Blake **Ms. Suzanne**	Y Y Y Y	*3315 21st Street* *Lubbock TX 79410* *(806) 792-7317* *(806) 790-0122* CEL	*Blake Cooper Financial* *1001 Main Street, Ste 802* *Lubbock TX 79401* *(806) 744-5511*	*Curr:* 12/6/2012 - 11/1/2014 *2nd:* - *1st:* - *Fax:* (806) 744-5510	*Y*
E-mail sblake@blakecooperfinancial.c					
Carpenter **Mr. George**	Y Y	*4802 6th Street* *Lubbock TX 79416* *(806) 799-3514* CEL	*Armstrong Mech. Co.* *P.O. Box 3430* *Lubbock TX 79452* *(806) 747-4218*	*Curr:* 11/1/2012 - 11/1/2014 *2nd:* - *1st:* 11/4/2010 - 11/1/2012 *Fax:* (806) 763-4328	*Y*
E-mail gwc@armstrongservices.com					
Isom **Mr. Clayton**	N Y Y Y	*3003 23rd Street* *Lubbock TX 79410* *(806) 441-1320* CEL	*Tao Development* *905 Avenue K* *Lubbock TX 79401* *(806) 722-0660*	*Curr:* 11/1/2012 - 11/1/2014 *2nd:* - *1st:* 5/30/2012 - 11/1/2012 *Fax:*	*Y*
E-mail cisom@taorealestate.com					
Kring **Mr. Rodney**	N N	*9506 Winston Avenue* *Lubbock TX 79424* *(806) 798-7386* CEL	*PYCO Industries* *2901 Avenue A* *Lubbock TX 79408* *(806) 747-3434*	*Curr:* 11/1/2011 - 11/1/2013 *2nd:* - *1st:* 11/5/2009 - 11/1/2011 *Fax:* (806) 744-3221	*Y*
E-mail gkring@pycoindustries.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:** 10/8/2013

Committee #105 Electric Utility Board-Charter

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

	Confidential	Home	Business		Reappt Elig.
				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					
			McLaurin & McDonald	*Curr:* 2/28/2013 - 11/1/2013	*Y*
McDonald	Y	*6120 Lynnhaven Dr.*	*1401 Crickets Ave*	*2nd:* -	
Mr. Quinton		*Lubbock TX 79413*	*Lubbock TX 79401*	*1st:* -	
	N	*dwight.mcdonald@att.net*			
	Y	*(806) 780-7277*	*(806) 744-9671*	*Fax:* *(806) 741-1124*	
	Y	*(806) 549-0919 CEL*			
E-mail *dwight.mcdonald@att.net*					
			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				
	Y		*(806) 793-0703*	*Fax:*	
	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*			
	N	*(806) 792-8605*	*(806) 762-3472*	*Fax:* *(806) 762-3969*	
	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:* 10/8/2013

PLANNING AND ZONING COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	89.0% (8)
Hispanic	32.6%	27.6%	10.1%	11.0% (1)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	100.0% (9)
Female	51.5%	53.0%	24.7%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	33.3% (3)
District 5	16.7%	19.4%	27.5%	55.5% (5)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Advisory board with Officer of the City status advises the City Council on zone changes and other matters that affect the growth and development of the community.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	**Attend**	**Eligible**	**Action**
Curry, Ryan (M,A,5)	N/A	N/A	Replace
Hicks, Michael (M,A,5)	64%[i]	Y	Reappoint/Replace
Horkey, Rice (M,A,4)	N/A	N/A	Replace
Turner, Tommy (M,A,4)	92%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Ryan Curry and Rice Horkey:

Mike Jackson (M,A,5) Happy State Bank

Ben Wells (M,A,5) City Bank Texas

To reappoint Michael Hicks and Tommy Turner

[i] Michael's first meeting was in November 2012. He has attended 7/11 meetings, and his 4 absences were excused by the Chair.

City of Lubbock
Board and Commision Recruiting Database
Updated: 10/8/2013

Sorted: By Preference

Planning and Zoning Commission

Key: **CS - Presently 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
First Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
0212		Peel	Michael	M	A		40-49	Sales	Benchmark	0
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Grou	3
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
Second Preference:										
1212		Conwright	James	M	AA		18-29	Loan Officer	Vista Bank	6
1012		Jackson	Mike	M	A		30-39	Commercial Banker	Happy State Bank	5
0707		Judd	Kimberly	F	A		50-59	Vice President	University Medical Cent	3
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0805		Preston	Brent	M	A		18-29	Self	1800JunkMax, RE Brok	4
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5
Third Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Grou	6
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
0908		Franklin	Johnny	M	A		50-59	Retired		5
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0611		Huerta	Luis	M	H		40-49	Life Insurance Sales	AFLAC	5
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
1307		McKenzie	Robert	M	AA		50-59	President/CEO	Attitude Incorporated	4
0407		Sigler	Vickie	F	A	S	40-49	Customer Service Tech	INCODE	3
1303		Smith	Peter	M	A		30-39	Banker	Happy State Bank	5
1206		Wagner	Catherine	F	A		60+	Retired		5
1309		Walline	Barbara	F	A			Retired	Retired	2
Fourth Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comm	4
1302		Hill	Stephanie	F	AA		50-59	Office Manager	Lubbock Medical	2
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
0507		Trombley	Trudy	F	A	S	60+	Retired Educator	Retired Educator	5
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Fifth Preference:										
1208		Gonzales	Armando	M	H		50-59			2
1301		Isom	Travis	M	A		18-29	Student Assistant	Tao Real Estate	3
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
Sixth Preference:										
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4

Committee #33 Planning and Zoning Commission — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
Curry **Mr. Ryan**	Y	*5703 86th Street* *Lubbock TX 79424*	*City Bank Texas* *611 University Avenue* *Lubbock TX 79408*	*Curr:* 11/1/2011 - 11/1/2013 *2nd:* - *1st:* 11/1/2009 - 11/1/2011	*Y*
	Y	*(806) 368-3403* CELL	*(806) 687-2265*	*Fax:* *(806) 687-6031*	
E-mail *rcurry@citybanktexas.com*					
Hicks **Mr. Michael**	Y Y Y Y	*6110 98th Street* *Lubbock TX 79424* *mike.hicks@mac.com* *(806) 797-4578* *(806) 239-0806* CELL	*Mullin Hoard & Brown* *1500 Broadway, Suite 700* *Lubbock TX 79401* *(806) 765-7491*	*Curr:* 8/23/2012 - 11/1/2013 *2nd:* - *1st:* - *Fax:* *(806) 765-0553*	*Y*
E-mail *mhicks@mhba.com*					
Horkey **Mr. Rice**	Y	*4004 111th Street* *Lubbock TX 79423*	*West Texas Subways* *1001 East Slaton Highway, Bld* *Lubbock TX 79404*	*Curr:* 11/1/2011 - 11/1/2013 *2nd:* - *1st:* 11/1/2009 - 11/1/2011	*Y*
	Y	*(806) 794-0553* CELL	*(806) 771-0616*	*Fax:*	
E-mail *rice@wtsubway.com*					
McKee **Mr. Todd**	Y	*5617 85th St* *Lubbock TX 79424*	*Peoples Bank* *5820 82nd St* *Lubbock TX 79424*	*Curr:* 11/1/2012 - 11/1/2014 *2nd:* 11/1/2010 - 11/1/2012 *1st:* 11/7/2008 - 11/1/2010	*Y*
	Y	*(806) 794-7200* CELL	*(806) 794-0044*	*Fax:* *(806) 794-9262*	
E-mail *tmckee@peoplesbanktexas.co*					
Renteria **Mr. Tony**	Y N Y	*2131 52nd St* *Lubbock TX 79412*	*Ki Corp* *1001 Main, Ste 401* *Lubbock TX 79401*	*Curr:* 11/1/2011 - 11/1/2013 *2nd:* - *1st:* -	*Y*
	N	*(806) 470-3400* CELL	*(806) 767-9500*	*Fax:* *(806) 767-1501*	
E-mail					

Chair/Pres:	Todd McKee	**Staff Liaison:**	Andrew Paxton
Vice Chair/V.P.:	Rice Horkey	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	City Engineer; Director of Planning

3 2-yr terms for members; 4 2-yr terms for Chair; ref Resolution #5203

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ****** *Last Update:* 9/23/2013

Committee #33 Planning and Zoning Commission — *Perm./Temp. Board:* P

	Confidential?	Home	Business		Reappt Elig.
Turner			*Turner & Jordan, P.C.*	*Curr:* 11/1/2011 - 11/1/2013	*Y*
Mr. Tommy	N	*3806 64th Drive*	*2001 Broadway St.*	*2nd:* -	
		Lubbock TX 79413	*Lubbock TX 79401*	*1st:* -	
	Y		*(806) 763-3661*	*Fax:* *(806) 741-1396*	
	N	*(806) 796-2347*			
	N	*CELL*			
E-mail	*tturnerlaw@gmail.com*				
Watson			*State Farm Insurance*	*Curr:* 11/1/2012 - 11/1/2014	*Y*
Mr. Kevin	N	*10401 Lynnhaven Place*	*3524 34th Street*	*2nd:* -	
		Lubbock TX 79423	*Lubbock TX 79410*	*1st:* 11/1/2010 - 11/1/2012	
	N	*(806) 470-4077*	*(806) 797-3329*	*Fax:*	
		CELL			
E-mail	*kwatson@kevinwatsoninsuranc*				
Wilson			*Dan Wilson Homes*	*Curr:* 11/1/2012 - 11/1/2014	*Y*
Mr. Dan		*4602 103rd Street*	*6102 82nd #13*	*2nd:* -	
		Lubbock TX 79424	*Lubbock TX 79424*	*1st:* -	
		dan@danwilsonhomes.com	*(806) 698-6626*	*Fax:* *(806) 798-9725*	
		(806) 363-7454			
		(806) 548-0566 *CELL*			
E-mail					
Wilson			*SouthWest Bank*	*Curr:* 7/23/2013 - 11/1/2014	*Y*
Mr. Michael	Y	*6016 87th Street*	*10115 Quaker Ave*	*2nd:* -	
		Lubbock TX 79424	*Lubbock TX 79464*	*1st:* -	
	N	*brad.wilson@southwbank.com*	*(806) 771-9494*	*Fax:*	
	N	*(806) 698-1051*			
	Y	*(806) 789-6599* *CELL*			
E-mail	*brad.wilson@southwbank.com*				

Chair/Pres:	Todd McKee	**Staff Liaison:**	Andrew Paxton
Vice Chair/V.P.:	Rice Horkey	**Term:**	2 Years
Sec./Treasurer:		**Ex-Officio Mbr.:**	City Engineer; Director of Planning

3 2-yr terms for members; 4 2-yr terms for Chair; ref Resolution #5203

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

Last Update: 9/23/2013

RESOLUTION

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

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

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

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

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

WHEREAS, on November 1, 2013, the terms of five of the current Board members will expire and are subject to the term limitations outlined in Section 2.03.413(a) of the above described ordinance; and

WHEREAS, four current Board members, **Gail Kring** and **Robert Musselman**, **Marc McDougal**, and **Carroll McDonald** whose terms will expire on November 1, 2013, are eligible for reappointment; and

WHEREAS, there is one remaining Board positions open for recommendations from the Electric Utility Board;

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

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

1. THAT, in addition to reappointing **Gail Kring**, **Robert Musselman**, **Marc McDougal** and **Carroll McDonald**, the Board recommends the City Council consider the following individuals for appointment to the remaining position on the Electric Utility Board:

Greg Taylor

Stephanie Hill

James Conwright

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 16th day of October, 2013.

Gail Kring, Chairman

ATTEST:

Robert Musselman, Board Secretary

APPROVED AS TO FORM:

Todd Kimbrough
General Counsel- LP&L

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
September 26, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 26th of September, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

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

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

- *Executive Session; 2.1-2.4; Citizen Comments (3.1); Sign-ups (3.2); 4.1; 6.2; 5.1.2-5.2; 5.4-5.7; 5.10-5.11; 5.13-5.17; 5.19; 5.22; 5.25; 5.28-5.30; 5.1-5.1.1; 5.3; 5.8-5.9; 5.12; 5.18; 5.20-5.21; 5.23-5.24; 5.26-5.27; 6.1; and 6.3-6.7.*
- *Item 6.2 was postponed to the October 24, 2013 Regular City Council Meeting.*
- *Items 5.12 and 7.1 were postponed indefinitely.*

1. Executive Session

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

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

1. 1. 1. Consider and discuss the acquisition of interests in real property, by purchase or eminent domain proceedings, in connection with a certain 0.975 acre parcel located in Section 44, Block AK, Lubbock County, Texas, being a portion of a 16.875 acre tract described in county clerk File Number 2008010360, Official Public Records, Lubbock County, Texas, for purposes related to the Bailey County Water Pipeline.

1. 1. 2. Cause No. 2012-503,349 - City of Lubbock v. Shiva hotels d/b/a Best Western Palms Inn And Suites.

1. 1. 3. Wastewater.

1. 1. 4. Discuss claim arising from an automobile accident on or about September 6, 2013, involving a wastewater vehicle.

1. 1. 5. Concerning Electric Utility Board membership eligibility, Dwight McDonald.

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. Consider and discuss the acquisition of interests in real property, by purchase or eminent domain proceedings, in connection with a certain 0.975 acre parcel located in Section 44, Block AK, Lubbock County, Texas, being a portion of a 16.875 acre tract described in county clerk File Number 2008010360, Official Public Records, Lubbock County, Texas, for purposes related to the Bailey County Water Pipeline.

1. 2. 2. Discussion of land acquisition for Police Department.

1. 2. 3. Discussion of proposed lease of the City Bank Coliseum for Hockey League.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 3. 5. Concerning Electric Utility Board membership eligibility, Dwight McDonald.

1. 3. 6. Discussion of the position of City Manager.

1. 4. 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 Building Board of Appeals, Health & Educational Facilities Development Corporation, and Lubbock Reese Redevelopment Authority.

1. 5. Hold an executive session in accordance with V.T.C.A. Government code, Section 551.076.

1. 5. 1. Deliberate the deployment, or specific occasions for implementation of security personnel or devices and/or a security audit, for all departments, boards, officers, employees and elected and appointed officials of the City.

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

2. Proclamations and Presentations

2. 1. Invocation by Music Minister Dan Johnson, Raintree Christian Church.

Music Minister Dan Johnson, Raintree Christian 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 of Hydrocephalus Awareness.

Mayor Pro Tem Karen Gibson presented a special recognition of Hydrocephalus Awareness. Chey Wylie Vogeler, along with her daughter Haley who suffers from Hydrocephalus, thanked the Council for their support. Sheri Burdine, President of Hydro Angels over America, thanked the Council and gave comments on Hydrocephalus Awareness.

2. 4. **Board Recognitions:**

Appointments Advisory Board:
Jake Seideman (unable to attend)

Building Board of Appeals:
David Miller (unable to attend)

Lubbock Water Advisory Commission:
Jay House (unable to attend)

North Point Public Improvement District Advisory Board:
Jack Benton (unable to attend)

Park & Recreation Board:
Susan Tomlinson (unable to attend)

Permit & License Appeal Board:
Marcus Wooley (unable to attend)

Urban Design & Historic Preservation Commission:
Katherine Ehlers (unable to attend)

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

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

Gina Johnson appeared before Council to discuss educating the public on synthetic drugs.

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

- Judy Sandlin appeared before Council to discuss issues regarding her LP&L bills.
- LeEarl Bryant appeared before Council to discuss various City issues.
- Debbie Bartholomew appeared before Council to discuss legal and open records request issues.
- Dwight McDonald appeared before Council to discuss his board membership on the Electric Utility Board.

- Gretchen Scott appeared before Council to speak in favor of keeping entire Regular City Council Meetings in the evenings.
- Deanne Clark appeared before Council to speak in favor of Dwight McDonald's membership on the Electric Utility Board.
- Mikel Ward appeared before Council to speak about items 5.23 & 5.24 (North and East Lubbock Community Development Corporation - NELCDC); items 5.26 & 5.27 (Lubbock Economic Development Alliance - LEDA); to speak in favor of Dwight McDonald's membership on the Electric Utility Board; and to speak in favor of keeping entire Regular City Council Meetings in the evenings.
- Burley Owen appeared before Council to speak in favor of Dwight McDonald's membership on the Electric Utility Board; and to speak in favor of keeping entire Regular City Council Meetings in the evenings.

4. Minutes

4. 1. August 22, 2013 Regular City Council Meeting
August 29, 2013 Special City Council Meeting (Budget/Tax Rate)
September 4, 2013 Special City Council Meeting (Atmos)
September 6, 2013 Special City Council Meeting (Allison House Ribbon Cutting)

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve the August 22, 2013 Regular City Council Meeting minutes; the August 29, 2013 Special city Council Meeting (Budget/Tax Rate) minutes; the September 4, 2013 Special City Council Meeting (Atmos) minutes; and the September 6, 2013 Special City Council Meeting (Allison House Ribbon Cutting) minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve items 5.1.2-5.2; 5.4-5.7; 5.10-5.11; 5.13-5.17; 5.19; 5.22; 5.25; and 5.28-5.30.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2013-O0090, Amendment 28, amending the FY 2012-13 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant; accept and appropriate funding from the Texas Department of Transportation (TXDOT) for the Teaching Kids to be Street Smart Program Grant; accept and appropriate funding from the Department of Justice (DOJ) for the FY 13 Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and accept and appropriate funding from the Texas Department of State Health Services (DSHS) for the Immunization Branch - Locals (Immunization) Grant, the Public Health Emergency Preparedness Services (PHEP) Grant, the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant, and the Syphilis Elimination Texas - Lubbock County (STD) Grant.

Bill Howerton, Community Development Director/Citibus Liaison, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0090.

Vote: 7 - 0 Motion carried

5. 1. 1. Contract Resolution - Community Development: Resolution No. 2013-R0317 authorizing the Mayor to execute an amendment to contract 11185 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.

Bill Howerton, Community Development Director/Citibus Liaison, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0317.

Vote: 7 - 0 Motion carried

5. 1. 2. Contract Resolution - Parks and Recreation: Resolution No. 2013-R0298 authorizing the Mayor to execute an agreement with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program "Teaching Kids to Be Street Smart" grant for bicycle, car, pedestrian and other safety related programs at Safety City.

5. 1. 3. Resolution - Police Department: Resolution No. 2013-R0299 authorizing the Mayor to execute an agreement 11533 with the United States Department of Justice for an Edward Byrne Memorial Justice Assistance Grant to fund the Lubbock County Joint Enforcement Initiative Program.

5. 1. 4. Contract Resolution - Health Department: Resolution No. 2013-R0300 authorizing the Mayor to execute contract 11511, an agreement with the State of Texas Department of State Health Services (DSHS) to obtain grant funding for services or goods to improve or strengthen the local public health capacity to respond to both emerging and continuing public health threats.

5. 2. Supplemental Ordinance 2nd Reading - Finance: Ordinance No. 2013-O0091 supplementing Ordinance No. 2007-00058, 2008-O0079, 2009-O0090, 2010-O0075, 2011-O0082, and 2012-O0104 pursuant to which Assessments were levied on property within Vintage Township Public Improvement District to provide public improvements for the district.

5. 3. Ordinance Amendment 1st Reading - Public Works Traffic Engineering : Ordinance No. 2013-O0093 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

Keith Smith, Director of Public Works, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0093.

Vote: 7 - 0 Motion carried

5. 4. Resolution - Finance: Resolution No.'s 2013-R0301 and 2013-R0301A designating authorized representatives on the City's accounts with TexPool and TexSTAR investment pools.

5. 5. Resolution - Finance: Resolution No. 2013-R0302 authorizing the Mayor to sign an agreed payment schedule contract with Shiva Hotels, LLC.

5. 6. **Contract Resolution - Public Works Traffic Engineering** : Resolution No. 2013-R0303 authorizing the Mayor to execute contract 11534 with the Lubbock Metropolitan Planning Organization (LMPO) for traffic monitoring and reporting services to provide information and crash data to update the LMPO's Congestion Management Plan.

5. 7. **Contract Resolution – Public Works Engineering** : Resolution No. 2013-R0304 authorizing the Mayor to execute contract 11430 with Red River Construction, Co. for the North Water Treatment Plant (NWTP) Improvements No.1. Project, RFP 13-11430-MA.

5. 8. **Resolution - Public Work Engineering:** Resolution No. 2013-R0318 authorizing the Mayor to execute contract 11541 an agreement for engineering services with Parkhill, Smith & Cooper, Inc. for the design of the Bailey County Well Field Expansion.

Keith Smith, Director of Public Works, gave comments and answered questions from Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0318.

Vote: 7 - 0 Motion carried

5. 9. **Resolution - Public Works Engineering:** Resolution No. 2013-R0319 authorizing the Mayor to sign into policy the "City of Lubbock Underground Utility Duct System: Ownership, Maintenance, & Repair Policy".

Keith Smith, Director of Public Works, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0319.

Vote: 7 - 0 Motion carried

5. 10. **Contract Resolution – Public Works Engineering:** Resolution No. 2013-R0305 authorizing the Mayor to execute contract 11509 with Freese and Nichols, Inc. (FNI) for engineering services associated with the design of pump station intake metering.

5. 11. **Contract Resolution – Public Works Water Production:** Resolution No. 2013-R0306 authorizing the Mayor to execute contract 11475 with Thunder Well Service, LLC for water well plugging services, BID 13-11475-TF.

5. 12. **Contract Resolution - Public Works - Water Resources:** Consider a resolution authorizing the Mayor to execute contract 11540 an agreement with Security State Bank of Littlefield, Texas concerning 845.6 acres of water rights to be used for livestock and domestic purposes only.

This item was postponed indefinitely.

Keith Smith, Director of Public Works, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to postpone this item.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

5. 13. **Contract Resolution - Public Works - Water Utility:** Resolution No. 2013-R0307 authorizing the Mayor to execute an amendment to a grazing agreement by and between the City of Lubbock and Terry Crofoot allowing grazing rights at the Hancock Land Application Site.

5. 14. **Contract Resolution - Wastewater Utilities:** Resolution No. 2013-R0308 authorizing the Mayor to execute a contract 11423 with DS Waters of America, Inc. for bottled water, ITB 13-11423-CP.

5. 15. **Resolution - Right-of-Way:** Resolution No. 2013-R0309 authorizing the Mayor to execute a street-use-license with Pagosa Partners LLC, to install a private underground storm sewer in the City's right-of-way.

5. 16. **Resolution-Right-of-Way:** Resolution No. 2013-R0310 authorizing the Mayor to execute a street-use-license with Security State Bank, to install a subsurface communication cable in the City's right-of-way.

5. 17. **Contract Resolution - Facilities** : Resolution No. 2013-R0311 authorizing the Mayor to execute contract 11452 with High Plains Contractors & Management Group, Inc., of Lubbock, Texas, for the construction of a metal building at Lubbock Police Department Firing Range, RFP 13-11452-TF.

5. 18. **Contract Resolution - Parks and Recreation** : Resolution No. 2013-R0320 authorizing the Mayor to execute contract 11142 with Turfmaster Irrigation and Landscaping Inc., for irrigation system upgrades at Jack Stevens Park, BID 13-11142-TL.

Motion by Council Member Jim Gerlt, seconded by Council Member Victor Hernandez to approve Resolution No. 2013-R0320.

Vote: 6 - 0 Motion carried

Other: Council Member Todd R. Klein (RECUSE)

5. 19. **Ordinance 2nd Reading- Building Inspection** : Ordinance No. 2013-O0092 amending Chapter 28.14 of the Code of Ordinances (2009 International Residential Code), to provide for certain amendments thereto to meet local conditions.

5. 20. **Contract Resolution - Community Development:** Resolution No. 2013-R0321 authorizing the Mayor to execute an amendment to contract 10995 to a Community Development funding Contract with the Salvation Army, a Georgia Corporation for the Emergency Solutions Grant for rapid re-housing of homeless individuals and families by providing assistance with rent, utilities, relocation and stabilization services.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0321.

Vote: 7 - 0 Motion carried

5. 21. **Contract Resolution - Community Development:** Resolution No. 2013-R0322 authorizing the Mayor to execute an amendment to contract 11369 with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP).

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0322.

Vote: 7 - 0 Motion carried

5. 22. **Contract Resolution - Community Development:** Resolution No. 2013-R0312 authorizing the Mayor to approve the donation of two vacant Urban Renewal lots to the New Construction Program as HOME Match to further affordable housing for two new single-family residences to be constructed at 3117 and 3119 Teak Avenue, designated as Parcels 789900-18-9 and 789900-18-10, being legally described as Lots Nine (9) and Ten (10), Block Eighteen (18) Sieber Addition, Second Installment to the City of Lubbock, Lubbock County, Texas as a donation to further affordable housing.

5. 23. **Resolution - Finance:** Resolution No. 2013-R0323 authorizing the Mayor to execute the North and East Lubbock Community Development Corporation (NELCDC) Grant Management agreement.

Cheryl Brock, Budget Director; and Quincy White, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez to approve Resolution No. 2013-R0323.

Vote: 6 - 1 Motion carried

NAY: Council Member Todd R. Klein

5. 24. **Contract Resolution – Finance:** Resolution No. 2013-R0324 approving the North and East Lubbock Community Development Corporation (NELCDC) FY 2013-14 Budget.

Cheryl Brock, Budget Director; and Quincy White, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez to approve Resolution No. 2013-R0324.

Vote: 6 - 1 Motion carried

NAY: Council Member Todd R. Klein

5. 25. **Contract Resolution – Finance:** Resolution No. 2013-R0313 authorizing the Mayor to execute an amendment to the Grant Management Agreement between the City of Lubbock and Market Lubbock, Inc. dated January 25, 1996.

5. 26. **Resolution - Economic Development:** Resolution No. 2013-R0325 approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Shearers Foods for economic development purposes.

Kenny McKay, Director of Business Retention for Lubbock Economic Development Alliance, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0325.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

5. 27. **Resolution - Economic Development:** Resolution No. 2013-R0326 approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Tyco International Ltd. Manufacturing and Operations for economic development purposes.

Kenny McKay, Director of Business Retention for Lubbock Economic Development Alliance, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0326.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

5. 28. **Resolution - Police Department:** Resolution No. 2013-R0314 authorizing the Mayor to execute contract 11539 with the Child Advocacy Research and Education Center (C.A.R.E.) of the Texas Tech University Health Sciences Center (TTUHSC) School of Medicine Department of Pediatrics for medical examinations of children who are alleged victims of sexual assault.

5. 29. **Resolution - Municipal Court:** Resolution No. 2013-R0315 aurthorizing the Mayor to execute contract 11536, an Interlocal Agreement between the City of Lubbock, Lubbock Independent School District (LISD), and Lubbock County to approve continued funding of the Specialized Treatment and Rehabilitation (S.T.A.R.) Program for FY 2013-14.

5. 30. **Resolution - City Secretary:** Resolution No. 2013-R0316 authorizing the Mayor to execute contract 2014-044190-001 with the Department of State Health Services (DSHS) for online vital statistic services.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2013-O0094, Zone Case 2895-J, a request of Jonathan Wakefield, for Monterey Church of Christ, for a zoning change from A-2 to IHC on 0.654 acres out of Tract A-1-A, Monterey Church of Christ Addition, 6111 82nd Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:35 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:36 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0094.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing 6:30 p.m. – Planning:** Consider an appeal for Zone Case 3208, an appeal of a denial by the Planning and Zoning (P&Z) Commission of Mike Freyburger, for Appaloosa Development LP, for a zone change from T to M-1 for a billboard on 1,701 square feet of unplatted land out of Block AK, Section 35, 6508 Marsha Sharp Freeway, and consider an ordinance.

This item was postponed to the October 24, 2013 Regular City Council Meeting.

6. 3. **Personnel - City Council:** Consider and take action on the appointment of James Loomis to the position of City Manager, including but not limited to action regarding compensation.

Sam Medina, City Attorney; and James Loomis, Acting City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to appoint James Loomis to the position of City Manager.

Vote: 6 - 1 Motion carried

NAY: Council Member Todd R. Klein

6. 4. **Resolution - City Secretary:** Resolution No. 2013-R0327 authorizing the City Council to create the Quincy Park Public Improvement District Advisory Board for the Quincy Park Public Improvement District.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0327.

Vote: 7 - 0 Motion carried

6. 5. **City Council:** Consider and take action on Dwight McDonald's membership on the Electric Utility Board.

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

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to remove Dwight McDonald from the Electric Utility Board because of an ineligibility to serve.

Vote: 7 - 0 Motion carried

6. 6. **Board Appointments - City Secretary:** Consider five appointments to the Quincy Park Public Improvement District Advisory Board.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to appoint Chris Berry, Tyler Stolp, Eric Pierce, Gary Barrow, and Bruce Jasinski to the Quincy Park PID Advisory Board.

Vote: 7 - 0 Motion carried

6. 7. **Board Appointments - City Secretary:** Consider one appointment to the Airport Board, one appointment to the Appointments Advisory Board, one appointment to the Building Board of Appeals, two appointments to the Health & Educational Facilities Development Corporation, two appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to the Lubbock Reese Redevelopment Authority, two appointments to the Market Lubbock, Inc. Board of Directors, and three appointments to the Model Codes & Construction Advisory Board.

Airport Board: Motion by Council Member Todd R. Klein, seconded by Floyd Price, to reappoint Jim Burkhart.

Vote: 7 - 0 Motion carried

Appointments Advisory Board: Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy, to appoint Nicholas Atwood to replace Carlos Morales.

Vote: 7 - 0 Motion carried

Building Board of Appeals: Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy, to appoint Paul Presson to replace Rodney Roberts.

Vote: 7 - 0 Motion carried

Health & Educational Facilities Development Corporation: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price, to reappoint Mamie Dewberry and Lori Rice-Spearman.

Vote: 7 - 0 Motion carried

Lubbock Economic Development Alliance Board of Directors: Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price, to reappoint Les Eubank and David Sharbutt.

Vote: 7 - 0 Motion carried

Lubbock Reese Redevelopment Authority Board of Directors: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Latrelle Joy, to reappoint Dewayne Askins.

Vote: 7 - 0 Motion carried

Market Lubbock, Inc. Board of Directors: Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson, to reappoint Les Eubank and David Sharbutt.

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. Discussion and possible action regarding the change in City Council meeting times.

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to postpone this item indefinitely.

Vote: 7 - 0 Motion carried

9:03 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

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

Meeting Date: 10/24/2013

Information

Agenda Item

Budget Ordinance Amendment 2013-O0095 2nd Reading - Finance: Consider Budget Ordinance 2013-O0095 Amendment 1 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant; accept and appropriate additional funding from the Texas Division of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG); and respecting the Gateway Capital Improvement Program by decreasing the appropriation for Capital Improvement Project 92289 and increasing the appropriation for Capital Improvement Project 92228.

Item Summary

On October 10, 2013 the City Council approved the first reading of the ordinance.

I. Accept and appropriate an additional $86,475 from the TDHCA for the CSBG program, for a total appropriation of $345,899.
II. Accept and appropriate an additional $4,380 from the Texas Division of Emergency Management (TDEM) for the FY 2012-13 EMPG, for a total appropriation of $120,812.
III. Amend Capital Improvement Project 92289, 98th Street – University Avenue to US 87, by decreasing the funding by $450,000, from $6,825,300 to $6,375,300; and amend Capital Improvement Project 92228, Frankford Avenue – 98th Street to 114th Street, by increasing the appropriation by $450,000, from $5,214,427 to $5,664,427, for the completion of the Frankford Avenue project.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 1
Budget Detail - CSBG
Budget Detail - 92228 & 92289

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT; TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DIVISION OF EMERGENCY MANAGEMENT (TDEM) FOR THE EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) AND RESPECTING THE GATEWAY CAPITAL IMPROVEMENT PROGRAM BY DECREASING THE APPROPRIATION FOR CAPITAL IMPROVEMENT PROJECT 92289 AND INCREASING THE APPROPRIATION FOR CAPITAL IMPROVEMENT PROJECT 92228 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 2013-14 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 2013-14 (Budget Amendment #1) for municipal purposes, as follows:

I. Accept and appropriate an additional $86,475 from the TDHCA for the CSBG program, for a total appropriation of $345,899.

II. Accept and appropriate an additional $4,380 from the Texas Division of Emergency Management (TDEM) for the FY 2012-13 EMPG, for a total appropriation of $120,812.

III. Amend Capital Improvement Project 92289, 98th Street – University Avenue to US 87, by decreasing the funding by $450,000, from $6,825,300 to $6,375,300; and amend Capital Improvement Project 92228, Frankford Avenue – 98th Street to 114th Street, by increasing the appropriation by $450,000, from $5,214,427 to $5,664,427, for the completion of the Frankford Avenue 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
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend1.ord
October 2, 2013

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
October 10, 2013

Administrative Information:

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

Personnel Information:

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

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 39,815	21,393	28,019	33,189
Account Analyst	58,923	26,668	8,185	77,406
Administrative Assistant	23,417	16,247	12,603	27,061
CD Director & Citibus Liaison	67,340	33,380	9,138	91,582
CD Contract Coordinator	55,000	25,760	35,205	45,555
Total	$ 244,495	123,448	93,150	274,793

Budget Information:

Grant Amendment Detail	8/8/2013 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 47,100	15,700.00	$ 62,800
Benefits	22,762	7,587.50	30,350
Travel	1,406	468.75	1,875
Supplies	3,225	1,075.00	4,300
Other	4,125	1,375.00	5,500
Indirect Cost	8,250	2,750.00	11,000
Contractual			
Catholic Charities, Diocese of Lubbock	123,947	41,315.75	165,263
South Plains Association of Governments	31,013	10,337.75	41,351
Lutheran Social Services CEAP Ops	9,859	3,286.25	13,145
LIFE Run Centers CEAP Ops	4,223	1,407.50	5,631
CEAP Household Crisis Inspections	3,514	1,171.25	4,685
Total Amendment	$ 259,424	86,475	$ 345,899

Capital Project
Project Cost Detail
Budget Amendments
October 10, 2013

Capital Project Number:	92228
Capital Project Name:	Frankford Avenue - 98th Street to 114th Street
Capital Project Number:	92289
Capital Project Name:	98th Street - University Avenue to US 87

	92289	92228	Total
Current Appropriation Amount	$ 6,825,300	5,214,427	12,039,727
Proposed Amendment	(450,000)	450,000	-
Total Proposed Appropriation	$ 6,375,300	5,664,427	12,039,727

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

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to Contract 11302 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

The source for this contract is a pass through grant from TDHCA. The final amount allocated to the City for FY 2013-14 is $345,899. The first contract amount of $91,899 was appropriated and accepted by the City Council on February 13, 2013. A second release of funds in the amount of $89,701 was appropriated and accepted by the City Council on May 1, 2013. A third release of funds in the amount of $77,824 was appropriated and accepted by the City Council on August 8, 2013. At this time TDHCA has released the final $86,475 of the allocation. The total for the contract to date is $345,899.

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

Fiscal Impact

The maximum amount to be allocated from the CSBG for this program is $345,899.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - CSBG Amendment 3

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to a Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs for the Community Services Block Grant to provide assistance to reduce poverty, and all 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 this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

gs/ccdocs/Amendment-TDHC Comm Service Block Grant.res
9.27.2013

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. **3** TO CONTRACT NO. **61130001572**
COMMUNITY SERVICES BLOCK GRANT PROGRAM
CFDA#93.569

SECTION 1. PARTIES TO THE CONTRACT

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

SECTION 2. DEPARTMENT OBLIGATIONS

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

A. In consideration of Subrecipient's full and satisfactory performance of this Contract, Department shall reimburse the actual allowable costs for administrative expenditures incurred by Subrecipient during the Contract Term and for the actual allowable costs for non-administrative expenditures incurred by Subrecipient on or after January 7, 2013 in an amount up to **$345,899.00** in accordance with the budget as approved by the Department and the terms of this Contract.

SECTION 3. RECORD KEEPING REQUIREMENTS

This Contract is amended by revising Section 9 A to read:

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures made under this Contract in accordance with the UGMS and Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42. For purposes of compliance review, all associated documentation must be readily available, whether stored electronically or hard copy to justify compliance with program rules and regulations.

SECTION 4.

The Parties hereto agree that all other terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.

SECTION 5.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 6.

Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 7.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 8.

By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 9.

This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 10.

This Amendment is executed to be effective on the date of execution by the authorized representative for the Department.

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

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

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

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

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

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution expressing intent to finance expenditures to be incurred for various capital projects and equipment approved by the City Council in the FY 2013-14 Budget and Capital Program and to reimburse itself from the proceeds of obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Item Summary

The City will issue bonds during FY 2013-14 to fund projects the City Council approved in the FY 2013-14 Capital Program. To allow capital projects to be completed within prescribed timeframes, design, engineering, and construction costs may be incurred prior to delivery of bond proceeds. For the costs to be eligible for reimbursement with bond proceeds, the City must declare its intent to reimburse bond-funded costs that are incurred prior to the bond issuance.

The City will also enter into a Master Lease Agreement during FY 2013-14 to fund vehicles, machinery, electronics, computer hardware and software, and other necessary equipment that the City Council approved in the Master Lease Program. Vehicles and equipment in the Master Lease Program are purchased from the vendor. After the invoice is paid, the City submits the invoice and proof of payment to the master lease provider for the reimbursement. For the costs to be eligible for reimbursement with master lease proceeds, the City must declare its intent to reimburse master lease item costs that are incurred prior to the master lease financing.

Fiscal Impact

The total cost of projects funded by certificates of obligation is $94,218,302 and the total cost of projects funded by revenue bonds is $20,750,000. The total cost of vehicles and equipment funded by the Master Lease Program is $13,673,293.

Based on the foregoing cost projections, the reimbursement resolution permits the City to apply the proceeds of obligations to reimburse up to $130,000,000 of project costs.

Staff/Board Recommending

Pamela Moon, Executive Director of Finance

Attachments

Resolution - Reimbursement

Reimbursement Exhibit A

RESOLUTION EXPRESSING INTENT TO
FINANCE EXPENDITURES TO BE INCURRED

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

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

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

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

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

NOW, THEREFORE, be it resolved that:

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

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for the costs associated with the property listed on Exhibit A attached hereto will not exceed $130,000,000.

ADOPTED THIS _____ day of _____, 2013, by the City Council of the City of Lubbock, TX.

_____
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:

_____
Jerry V. Kyle, Jr.
Bond Counsel

EXHIBIT A

	Cost Estimate
Certificates of Obligation	
Airport	
Runway 17R/35L Construction Phase II	$ 2,638,446
Central Business District TIF	
Underground Utilities	2,472,148
Parks	
Park Playground Replacement	793,163
Mose Hood Park Restroom	300,000
Gateway	
98th Street - University Avenue to US 87	1,560,348
Internal Service	
Upgrade 800 MHZ Radio System to P25 Compliance	3,490,000
Public Safety	
Multi-Company Fire Station No. 19	1,000,000
Animal Shelter Expansion	400,000
Streets	
Sign Upgrades and Replacement	150,000
Traffic Signal Controllers	300,000
Street Maintenance Program	9,622,300
Communication System Expansion	350,000
Solid Waste	
Southside Office Building Expansion	275,380
Wastewater	
Sewer Line Replacement	390,000
Sewer Lines Ahead of Street Paving	250,000
Water Reclamation Plant Replacements	300,000
SEWRP Solids Handling Facility Improvements	40,000,000
South Lubbock Sanitary Sewer Expansion Phase II	1,000,000
SEWRP Emergency Generator and Switch Gear	926,517
Office/Warehouse Replacement Facility - WW	1,250,000
Water	
Water Line Replacements	500,000
Water Lines Ahead of Street Pavings	800,000
Water Meter Replacements	450,000
Locate and Replace Water Valves	700,000
BCWF Supply Line/Pumping System	16,000,000
Pump Station Emergency Electric Generators	5,700,000
Taste and Odor Control	100,000
South Lubbock Water Treatment Plant Expansion	1,000,000
Electrical Distribution Oil Contact Recloser Units	250,000
Office/Warehouse Facility Replacement - Water	1,250,000
Total Certificates of Obligation	**94,218,302**

EXHIBIT A

	Cost Estimate
Revenue Bonds	
Lubbock Power and Light	
Substation Land Acquisition	2,000,000
230 kV Transmission Loop	6,300,000
69 kV Transmission Line Reconductoring	1,500,000
Cooke Station Outage	4,850,000
Massengale Outage	1,500,000
Brandon Outage	3,500,000
General Plant Outage	1,100,000
Total Revenue Bonds	**20,750,000**
Master Lease Purchase	**13,673,293**
Total	**$ 128,641,595**

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

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution- Water Utilities: Consider a resolution accepting an amendment to Contract 10911 between the City and Cingular Wireless to lease City property located at 74th Street and Genoa Avenue.

Item Summary

The City currently has an agreement with Verizon Wireless allowing them to place cellular equipment within our water tower site to provide services to the citizens of Lubbock. The proposed amendment allows Verizon Wireless the ability to place an emergency generator within their site constraints at the 74th Street and Genoa Avenue water tower site. The addition of the on-site emergency generator will in no way hinder or affect the ability of staff to maintain the site.

Staff recommends the acceptance of the resolution granting the addition of an emergency generator to their cellular equipment located at the water tower at 74th Street and Genoa Avenue.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith P.E., Director of Public Works

Attachments

Resolution - Cell Tower
Memorandum
Amendment

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 First Amendment to Lease Agreement, by and between the City of Lubbock and WWC Texas RSA Limited Partnership d/b/a Verizon Wireless of Basking Ridge, New Jersey, and related documents, including but not limited to a Memorandum of First Amendment to Lease Agreement. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend Agrmt-Verizon Wireless
October 10, 2013

After recording return to:

Wooden Law Firm, P.C.
730 Cherry Street, Suite B
Chattanooga, TN 37402

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.

STATE OF TEXAS)

COUNTY OF LUBBOCK)

MEMORANDUM OF FIRST AMENDMENT TO LEASE AGREEMENT

This Memorandum of First Amendment to Lease Agreement ("Memorandum") is entered into the _____ day of _____, 20____, between The City of Lubbock (the "City"), a Home Rule Municipality of Lubbock County, Texas, with its principal office located at 1625 13th Street, Lubbock, Texas 79401, and WWC Texas RSA Limited Partnership d/b/a Verizon Wireless ("Lessee"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920.

WITNESSETH:

WHEREAS, the City and Lessee entered into that certain Lease Agreement dated March 23, 2006 (the "Lease") pursuant to which the City leases to Lessee a portion of that certain space on the City's water tower located at 7404 Genoa Avenue, Lubbock, Texas 79424, and being part of that real property further described in Volume 1872, Page 372, as recorded in the County Clerk's Office of Lubbock County, Texas, together with ground space for the installation of Lessee's equipment building and other equipment, for an initial term of five (5) years commencing on July 21, 2006, with three (3) additional five (5) year terms; and

WHEREAS, the City and Lessee have amended the Lease to include the location of Lessee's additional ground space.

NOW THEREFORE, for and in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Lessee hereby agree as follows:

1. The description of the Lessee's leased premises as set forth in the Lease and any exhibits thereto shall include the location of Lessee's additional ground space in accordance with the survey contained in Exhibit B-1 attached hereto and made a part hereof.

2. The terms, covenants and provisions of the Lease, as amended, the terms of which are hereby incorporated by reference into this Memorandum, shall extend to and be binding upon the respective executors, administrators, heirs, successors and assigns of the City and Lessee.

(SIGNATURE PAGE TO FOLLOW)

IN WITNESS WHEREOF, the City and Lessee have caused this Memorandum of First Amendment to Lease Agreement to be duly executed on the date first written hereinabove.

CITY:

THE CITY OF LUBBOCK

By:_____

Printed Name:_____

Its:_____

Date:_____

LESSEE:

WWC Texas RSA Limited Partnership d/b/a Verizon Wireless

By: Alltel Communications, LLC, its General Partner

By: _____
Aparna Khurjekar

Its: Area Vice President Network

Date: 10/3/2013

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
City Attorney

STATE OF _____)

COUNTY OF _____) NOTARY ACKNOWLEDGMENT

Before me, _____, a notary public, on this day personally appeared _____, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of The City of Lubbock, and that he/she executed the same as the free act of The City of Lubbock for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 20____.

_____

Notary Public

My commission expires: _____

STATE OF NORTH CAROLINA)

COUNTY OF MECKLENBURG) NOTARY ACKNOWLEDGMENT

Before me, Lynne Carlisle, a notary public, on this day personally appeared Aparna Khurjekar, the Area Vice President Network of Alltel Communications, LLC, the general partner of WWC Texas RSA Limited Partnership d/b/a Verizon Wireless, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged that she executed and delivered the foregoing instrument for the purposes and consideration therein expressed, and as the act of the limited partnership.

Given under my hand and seal of office this 3 day of October, 2013.

Lynne Carlisle

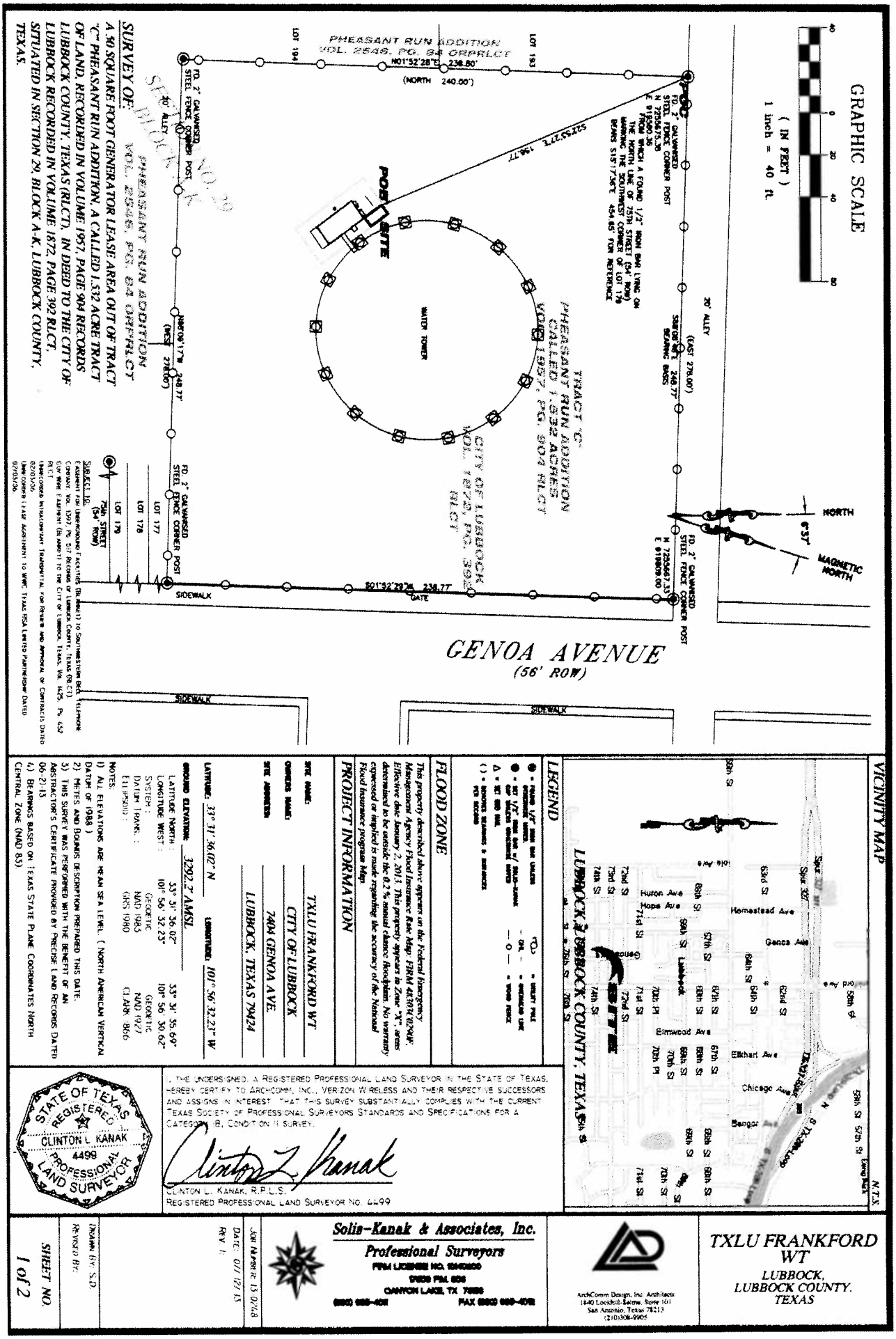
Notary Public

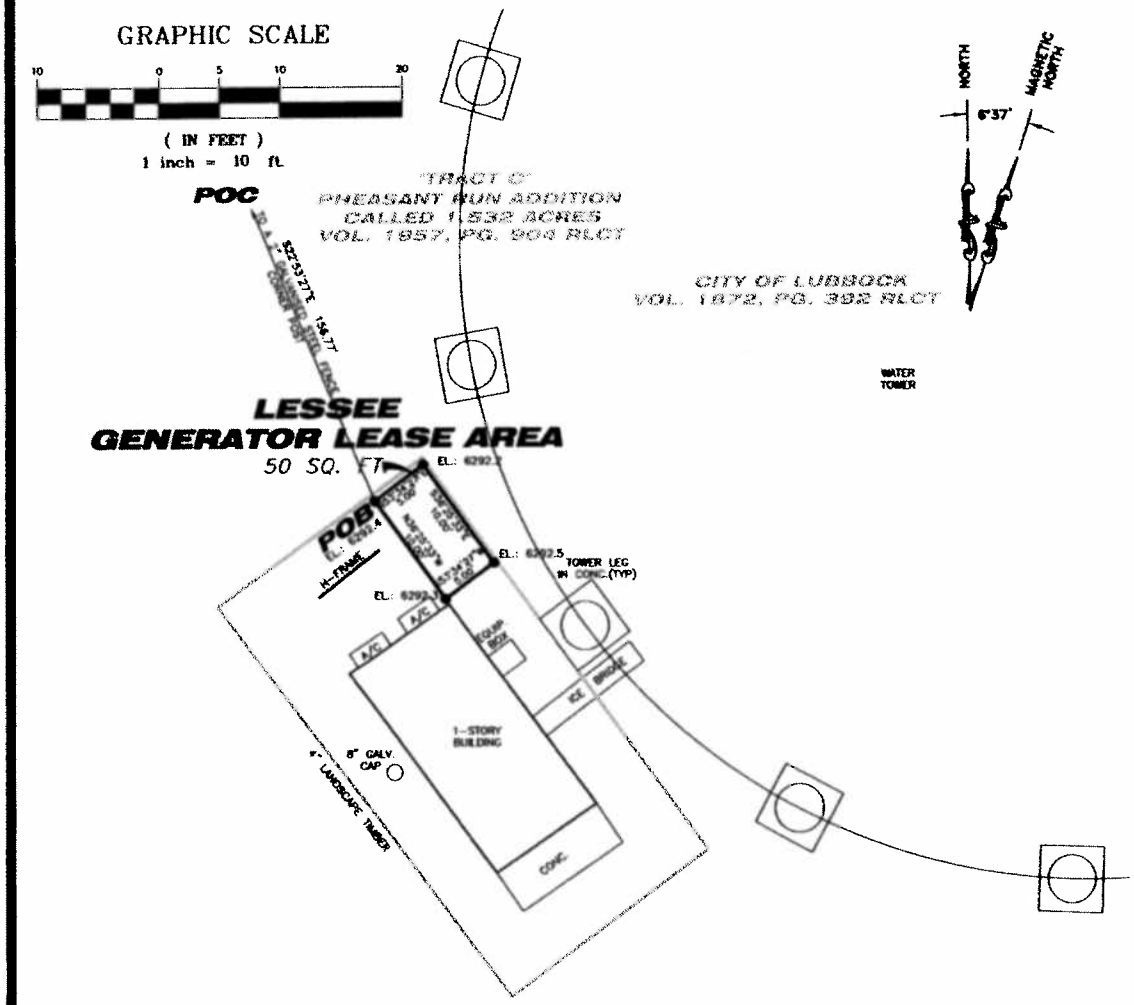
My commission expires: 3/20/2016

LYNNE CARLISLE
NOTARY PUBLIC
MECKLENBURG COUNTY
NORTH CAROLINA
MY COMMISSION EXPIRES 3/20/2016

EXHIBIT B-1

(see attached survey)


SURVEY OF:
A 50 SQUARE FOOT GENERATOR LEASE AREA OUT OF TRACT "C" PHEASANT RUN ADDITION, A CALLED 1.532 ACRE TRACT OF LAND, RECORDED IN VOLUME 1957, PAGE 904 RECORDS LUBBOCK COUNTY, TEXAS (RLCT), IN DEED TO THE CITY OF LUBBOCK RECORDED IN VOLUME 1872, PAGE 392 RLCT, SITUATED IN SECTION 29, BLOCK A-K, LUBBOCK COUNTY, TEXAS.
GRAPHIC SCALE
(IN FEET)
1 inch = 40 ft.
PHEASANT RUN ADDITION
VOL. 2546, PG. 84 OPRLCT
LOT 194
LOT 193
N01°52'28"E 236.80'
(NORTH 240.00')
FD. 2" GALVANIZED STEEL FENCE CORNER POST
N 7235675.36
E 919560.36
FROM WHICH A FOUND 1/2" IRON BAR LYING ON THE NORTH LINE OF 75TH STREET (54' ROW) MARKING THE SOUTHWEST CORNER OF LOT 179 BEARS S15°17'36"E 454.65' FOR REFERENCE
S15°53'17"E 196.77'
POB
POST SITE
WATER TOWER
TRACT "C"
PHEASANT RUN ADDITION
CALLED 1.532 ACRES
VOL. 1957, PG. 904 RLCT
CITY OF LUBBOCK
VOL. 1872, PG. 392
RLCT
20' ALLEY
(EAST 278.00')
S89°08'17"E 248.77'
BEARING BASIS
N89°08'17"W 248.77'
(WEST 278.00')
FD. 2" GALVANIZED STEEL FENCE CORNER POST
N 7235667.33
E 919808.00
S01°52'29"W 236.77'
GATE
SIDEWALK
LOT 177
LOT 178
LOT 179
75th STREET (54' ROW)
SUBJECT TO:
EASEMENT FOR UNDERGROUND FACILITIES (BLANKET) TO SOUTHWESTERN BELL TELEPHONE COMPANY VOL. 1097, PG. 537 RECORDS OF LUBBOCK COUNTY, TEXAS (RLCT)
UTILITY EASEMENT (BLANKET) TO THE CITY OF LUBBOCK, TEXAS VOL. 1425, PG. 452 RLCT
EASEMENT CORNER IS EAST 10' PERPENDICULAR TO NORTHEAST CORNER OF LEASE AREA
NORTH
6°57'
MAGNETIC NORTH
GENOA AVENUE
(56' ROW)
SIDEWALK
SIDEWALK
SIDEWALK
VICINITY MAP
LUBBOCK, LUBBOCK COUNTY, TEXAS
N.T.S.
LEGEND
FLOOD ZONE
This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map: FIRM 48303C0204F. Effective date January 2, 2013. This property appears in Zone "X", areas determined to be outside the 0.2 % annual chance floodplain. No warranty expressed or implied is made regarding the accuracy of the National Flood Insurance program Map.
PROJECT INFORMATION
SITE NAME: TXLU FRANKFORD WT
OWNERS NAME: CITY OF LUBBOCK
SITE ADDRESS: 7404 GENOA AVE.
LUBBOCK, TEXAS 79424
LATITUDE: 33° 51' 36.02" N
LONGITUDE: 101° 56' 32.23" W
GROUND ELEVATION: 3292.7' AMSL
LATITUDE NORTH: 33° 51' 36.02"
LONGITUDE WEST: 101° 56' 32.23"
SYSTEM: GEORETIC
DATUM (HORIZ.): NAD 1983
DATUM (VERT.): NAD 1927
ELLIPSOID: GRS 1980
33° 51' 35.69"
101° 56' 30.62"
GEORETIC
NAD 1927
CLARK 1866
NOTES:
1) ALL ELEVATIONS ARE MEAN SEA LEVEL. (NORTH AMERICAN VERTICAL DATUM OF 1988)
2) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.
3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTOR'S CERTIFICATE PROVIDED BY PRECISE LAND RECORDS DATED 06-21-13.
4) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES NORTH CENTRAL ZONE (NAD 83)
STATE OF TEXAS
REGISTERED
CLINTON L KANAK
4499
PROFESSIONAL
LAND SURVEYOR
I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO ARCHCOMM, INC., VERIZON WIRELESS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST, THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.
CLINTON L. KANAK, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4499
Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10193900
19839 FM 306
CANYON LAKE, TX 78133
(830) 935-4011 FAX (830) 935-4012
ArchComm Design, Inc. Architects
1840 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905
TXLU FRANKFORD WT
LUBBOCK,
LUBBOCK COUNTY,
TEXAS
JOB NUMBER: 13 0248
DATE: 07/12/13
REV 1
DRAWN BY: S.D.
REVISED BY:
SHEET NO.
1 of 2



Lessee
Generator Lease Area
TXLU Frankford WT

Field notes for a 50 square foot generator lease area out of Tract "C" Pheasant Run Addition, a called 1.532 acre tract of land, recorded in Volume 1857, Page 904 Records Lubbock County, Texas (RLCT), in deed to the City of Lubbock recorded in Volume 1872, Page 392 RLCT, situated in Section 29, Block A-K, Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83).

Commencing: *at a found 2" steel fence corner post (N 7255675.38, E 919560.36) lying on the south line of a 20 foot wide alley and the west line of said "Tract C" at the northeast corner of Lot 193 of Pheasant Run Addition recorded in Volume 2546, Page 84 Official Real Property Records Lubbock County, Texas, from which a found 2" steel fence corner post (N 7255667.33, E 919808.00) lying at the intersection of the south line of said alley and the west line of Genoa Avenue (56' ROW) bears S 88° 08' 48" E (Bearing Basis), 248.77 feet (called East) and a found ½" iron bar lying on the north right-of-way line of 75th Street (54' ROW) marking the southwest corner of Lot 179 of said Pheasant Run Addition bears S 15° 17' 35" E, 454.65 feet for reference.*

Thence: *S 22° 53' 27" E, 156.77 feet, into said Tract "C", to a set ½" iron bar with cap (Solis-Kanak) for the west corner and the* ***Place of Beginning*** *of the herein described generator lease area;*

Thence: *N 53° 34' 27" E, 5.00 feet, along the northwest line of the herein described generator lease area, to a set ½" iron bar with cap (Solis-Kanak) for the north corner of the herein described generator lease area;*

Thence: *S 36° 25' 33" E, 10.00 feet, along the northeast line of the herein described generator lease area, to a set ½" iron bar with cap (Solis-Kanak) for the east corner of the herein described generator lease area;*

Thence: *S 53° 34' 27" W, 5.00 feet, along the southeast line of the herein described generator lease area, to a set ½" iron bar with cap (Solis-Kanak) for the south corner of the herein described generator lease area;*

Thence: *N 36° 25' 33" W, 10.00 feet, along the southwest line of the herein described generator lease area, to the* ***Place of Beginning*** *and containing 50 square feet of generator lease area more or less.*

TXLU FRANKFORD WT
LUBBOCK,
LUBBOCK COUNTY,
TEXAS

ArchTower Design, Inc. Architects
14800 St. Mary's Lane, Suite 101
San Antonio, Texas 78232
(210)308-9922

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10065800
17950 FM 829
CANYON LAKE, TX. 78133
(830) 899-4291 FAX (866) 626-4208

JOB NUMBER: 15-0748
DATE: 07/ 12/ 15
REV. 1:

DRAWN BY: S.D.
REVISED BY:

SHEET NO.
2 of 2

Lessee Site Name: TXLU Frankford
Exhibit "B-1"

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (the "Amendment") is entered into the _____ day of _____, 20____, between The City of Lubbock (the "City"), a Home Rule Municipality of Lubbock County, Texas, with its principal office located at 1625 13th Street, Lubbock, Texas 79401, and WWC Texas RSA Limited Partnership d/b/a Verizon Wireless ("Lessee"), with its principal office located at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 (telephone number 866-862-4404).

WITNESSETH:

WHEREAS, the City and Lessee entered into that certain Lease Agreement dated March 23, 2006 (the "Lease"); and

WHEREAS, the City and Lessee desire to amend the Lease as herein stated.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Lessee hereto agree as follows:

1. The City and Lessee agree and acknowledge that the Lease and Exhibit "B" to the Lease are hereby amended, modified and supplemented to the extent necessary to include Lessee's additional ground space in accordance with Exhibit "B-1" attached hereto and incorporated by this reference.

2. Lessee's notice address in Article 8.E.(B) of the Lease is deleted in its entirety and shall be replaced as follows:

   B. Lessee's Address. Lessee's address for the purposes of notice is:

   WWC Texas RSA Limited Partnership
   d/b/a Verizon Wireless
   180 Washington Valley Road
   Bedminster, NJ 07921
   Attention: Network Real Estate

3. Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Lease. In the event of any inconsistency between the language of the Lease and this Amendment, then the language of this Amendment shall prevail.

4. Except as specifically amended hereinabove, the terms and provisions of the Lease shall remain in full force and effect and both the City and Lessee hereby affirm and consent to the Lease, as herein amended, and agree to be bound thereby.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties hereto have set their hands and affixed their respective seals the day and year written above.

CITY:

THE CITY OF LUBBOCK

By:_____

Printed Name:_____

Its:_____

Date:_____

LESSEE:

ATTEST:

WWC Texas RSA Limited Partnership d/b/a Verizon Wireless

By: Alltel Communications, LLC, its General Partner

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

By: _____
Aparna Khurjekar

Its: Area Vice President Network

Date: 10/3/2013

John Turpin P.E.

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

APPROVED AS TO FORM:

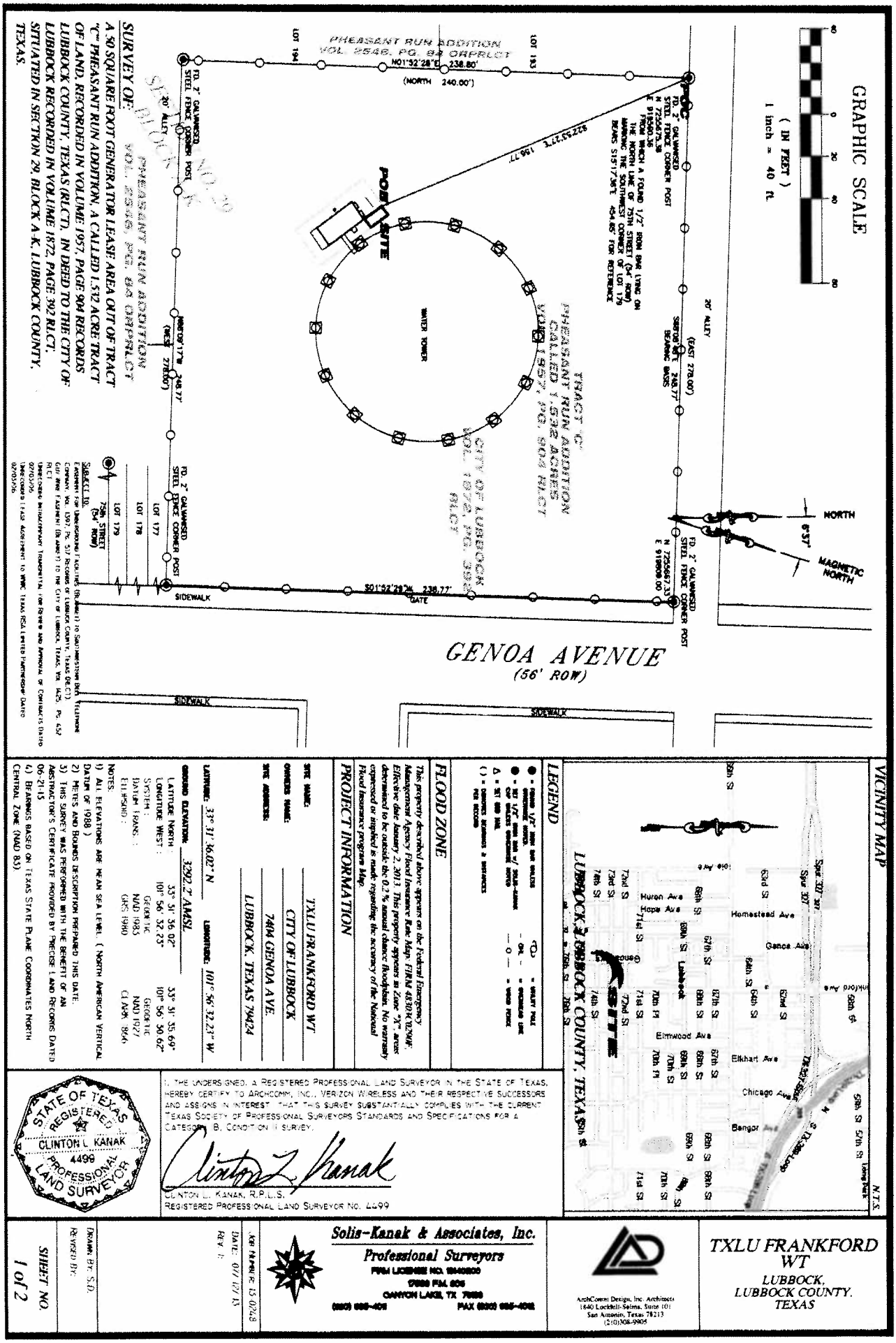
_____

City Attorney

EXHIBIT B-1

(see attached survey)

Lessee Site Name: TXLU Frankford
Exhibit "B-1"



SURVEY OF: PHEASANT RUN ADDITION VOL. 2546, PG. 83 OPRRLCT

SURVEYOR'S NOTES:
1) BEARINGS BASED ON TEXAS STATE PLANE COORDINATES NORTH CENTRAL ZONE (NAD 83)
2) DISTANCES AND COORDINATES SHOWN HEREON ARE SURFACE VALUES. TO OBTAIN GRID VALUES, MULTIPLY BY A COMBINED SCALE FACTOR OF 0.99987.
3) THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF AN ABSTRACTOR'S CERTIFICATE PROVIDED BY PRECISE LAND RECORDS DATED 06-21-13
4) ALL ELEVATIONS ARE MEAN SEA LEVEL (NORTH AMERICAN VERTICAL DATUM OF 1988)
5) METES AND BOUNDS DESCRIPTION PREPARED THIS DATE.

NOTES:

LATITUDE NORTH :	33° 31' 36.02"	33° 31' 35.69"
LONGITUDE WEST :	101° 56' 32.23"	101° 56' 30.62"
SYSTEM :	GEODETIC	GEODETIC
DATUM TRANS :	NAD 1983	NAD 1927
ELLIPSOID :	GRS 1980	CLARK 1866

LATITUDE: 33° 31' 36.02" N LONGITUDE: 101° 56' 32.23" W
GROUND ELEVATION: 3292.2' AMSL

SITE NAME: TXLU FRANKFORD WT
OWNERS NAME: CITY OF LUBBOCK
SITE ADDRESS: 7404 GENOA AVE.
LUBBOCK, TEXAS 79424

PROJECT INFORMATION

FLOOD ZONE

This property described above appears on the Federal Emergency Management Agency Flood Insurance Rate Map, FIRM 48303C0290F, Effective date January 2, 2013. This property appears in Zone "X", areas determined to be outside the 0.2% annual chance floodplain. No warranty expressed or implied is made regarding the accuracy of the National Flood Insurance program Map.

LEGEND

- = FOUND 1/2" IRON BAR UNLESS OTHERWISE NOTED.
- = SET 1/2" IRON BAR w/ SOLIS-KANAK CAP UNLESS OTHERWISE NOTED
- Δ = SET MAG NAIL
- ( ) = DENOTES BEARINGS & DISTANCES PER RECORD
- = UTILITY POLE
- = OVERHEAD LINE
- = WOOD FENCE

VICINITY MAP

I, THE UNDERSIGNED, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY TO ARCHCOMM, INC., VERIZON WIRELESS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS IN INTEREST, THAT THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY.

STATE OF TEXAS REGISTERED CLINTON L. KANAK 4499 PROFESSIONAL LAND SURVEYOR

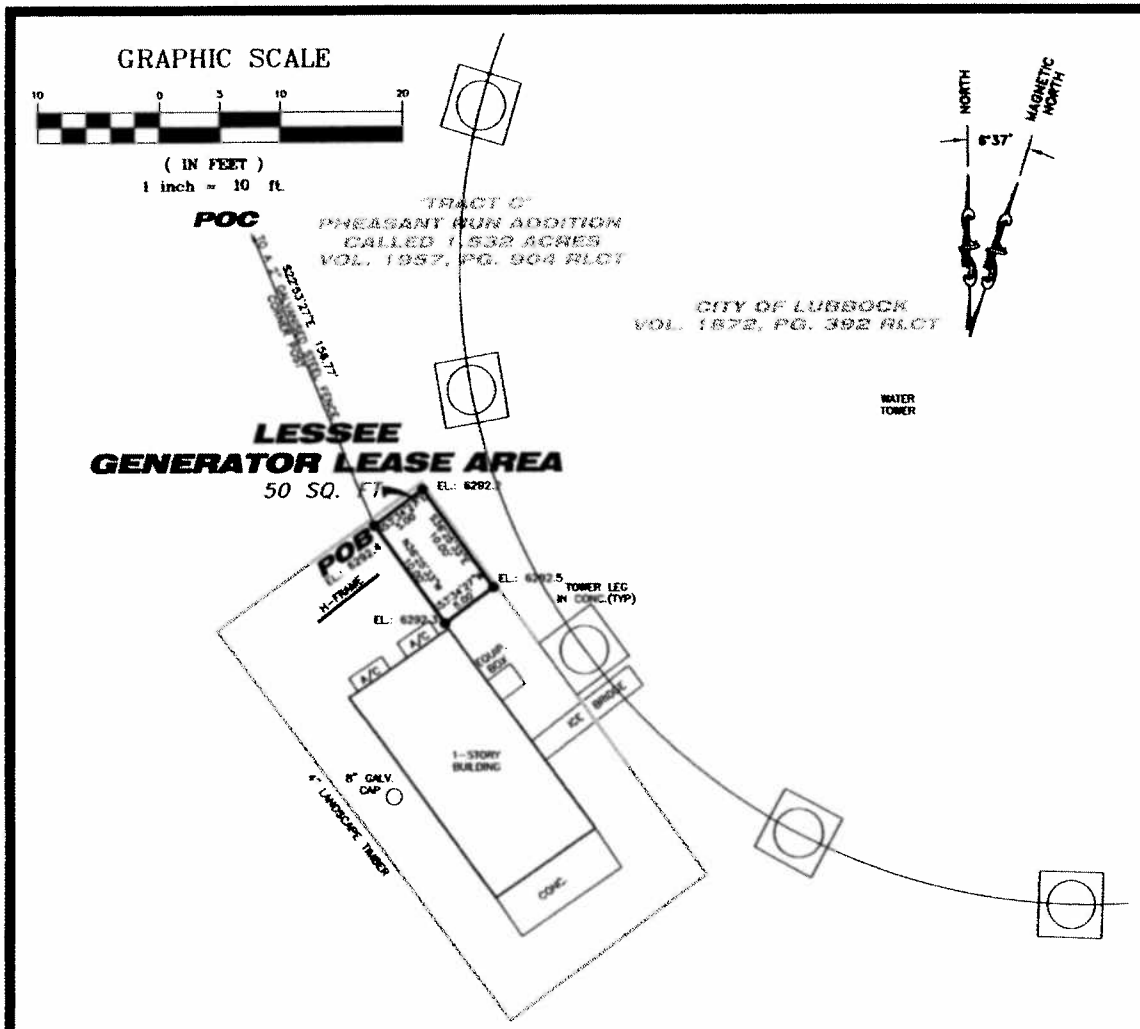
CLINTON L. KANAK, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4499

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10193800
CANYON LAKE, TX 78133
(830) 935-4015 FAX (830) 935-4016

ArchComm Designs, Inc. Architects
1640 Lockhill-Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

TXLU FRANKFORD WT
LUBBOCK,
LUBBOCK COUNTY,
TEXAS

JOB NUMBER: 13-0248
DATE: 07/17/13
REV. 1:
DRAWN BY: S.D.
REVISED BY:
SHEET NO. 1 of 2



Lessee
Generator Lease Area
TXLU Frankford WT

Field notes for a 50 square foot generator lease area out of Tract "C" Pheasant Run Addition, a called 1.532 acre tract of land, recorded in Volume 1957, Page 904 Records Lubbock County, Texas (RLCT), in deed to the City of Lubbock recorded in Volume 1872, Page 392 RLCT, situated in Section 29, Block A-K, Lubbock County, Texas, and being more particularly described by metes and bounds as follows with all bearings being based on Texas State Plane Coordinates North Central Zone (NAD 83);

Commencing: *at a found 2" steel fence corner post (N 7255675.38, E 919560.36) lying on the south line of a 20 foot wide alley and the west line of said "Tract C" at the northeast corner of Lot 193 of Pheasant Run Addition recorded in Volume 2546, Page 84 Official Real Property Records Lubbock County, Texas, from which a found 2" steel fence corner post (N 7255657.33, E 919608.00) lying at the intersection of the south line of said alley and the west line of Ganoa Avenue (56' ROW) bears S 88° 06' 48" E (Bearing Basis), 248.77 feet (called East) and a found ½" iron bar lying on the north right-of-way line of 75th Street (54' ROW) marking the southwest corner of Lot 179 of said Pheasant Run Addition bears S 15° 17' 36" E, 454.65 feet for reference;*

Thence: *S 27° 53' 27" E, 156.77 feet, into said Tract "C", to a set ½" iron bar with cap (Solis-Kanak) for the west corner and the **Place of Beginning** of the herein described generator lease area;*

Thence: *N 53° 34' 27" E, 5.00 feet, along the northwest line of the herein described generator lease area, to a set ½" iron bar with cap (Solis-Kanak) for the north corner of the herein described generator lease area;*

Thence: *S 36° 25' 33" E, 10.00 feet, along the northeast line of the herein described generator lease area, to a set ½" iron bar with cap (Solis-Kanak) for the east corner of the herein described generator lease area;*

Thence: *S 53° 34' 27" W, 5.00 feet, along the southeast line of the herein described generator lease area, to a set ½" iron bar with cap (Solis-Kanak) for the south corner of the herein described generator lease area;*

Thence: *N 36° 25' 33" W, 10.00 feet, along the southwest line of the herein described generator lease area, to the **Place of Beginning** and containing 50 square feet of generator lease area more or less.*

TXLU FRANKFORD WT
LUBBOCK,
LUBBOCK COUNTY,
TEXAS

Architecture Design, Inc. Architects
1840 Lockhill Selma, Suite 101
San Antonio, Texas 78213
(210)308-9905

Solis-Kanak & Associates, Inc.
Professional Surveyors
FIRM LICENSE NO. 10194000
P.O. BOX 849
CANYON LAKE, TX 78133
(830) 935-4251 FAX (830) 935-4256

Job Number: 15-0768
DATE: 07/ 12/ 15
Rev. 1:

DRAWN BY: S.D.
REVISED BY:

SHEET NO.
2 of 2

Lessee Site Name: TXLU Frankford
Exhibit "B-1"

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

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Contract 11217 with Alan Plummer Associates, Inc. for Bailey County Well Field (BCWF) Disinfection Engineering Design Services, RFQ 13-11217-MA.

Item Summary

The City owns and operates the BCWF which supplies the City up to a maximum of 40 million gallons per day (MGD) of potable groundwater. The current BCWF disinfection system is gaseous chlorine and anhydrous ammonia. Both of these chemicals can be a safety hazard for both the public and City staff. In addition, this system has caused maintenance issues through accumulation of minerals in the pipe delivery system reducing the usable cross section of the pipe at the injection point.

This project will provide final design of specifications and construction documents to replace pipe sections, add a bypass line at the injection site, and convert the existing disinfection system to a safer bulk sodium hypochlorite and liquid ammonium sulfate system which will accommodate flow regimes ranging from 2 to 40 MGD.

The RFQ committee evaluated and ranked the written proposals based on the following criteria:
1. Project Team Organization and Qualifications 35%
2. Experience on Similar Projects 35%
3. Project Approach 15%
4. Overall Responsiveness to the RFQ 15%

The following four firms submitted qualifications for the project and were ranked as follows:
1. Alan Plummer Associates, Inc. of Fort Worth, TX - 442 points
2. Carollo Engineers, of Austin, TX - 424 points
3. Black and Veatch of Dallas, TX - 420 points
4. HDR Engineering, Inc. of Austin, TX 380 points

Based on the committee's recommendation, contract negotiations were conducted with Alan Plummer Associates, Inc. of Fort Worth, Texas for the final scope of the project based upon fair and reasonable amount not to exceed $320,717.

Fiscal Impact

$1,000,000 is appropriated in Capital Improvement Project 92312, BCWF, with $320,717 available for this purpose.

Staff/Board Recommending

R. Keith Smith, PE, Director of Public Works

Attachments

Resolution & Contract - Alan Plummer Associates
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, Professional Services Agreement No. 11217 to design disinfection system improvements for the Bailey County Well Field, by and between the City of Lubbock and Alan Plummer Associates, Inc., of Fort Worth, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.PSA-Alan Plummer & Assoc
September 26, 2013

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") for the Bailey County Well Field Disinfection System Improvements is entered into this _____ day of _____, 2013, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Alan Plummer Associates, Inc. (the "Engineer"), a Texas Corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience with public water treatment plants and related infrastructure necessary to design the Bailey County Well Field Disinfection System Improvements (the "Project"), more specifically described as follows:

City intends to design disinfection system improvements for the Bailey County Well Field. The design will be in accordance with the Texas Commission on Environmental Quality (TCEQ) requirements. Engineer will perform structural, mechanical, SCADA, and electrical/instrumentation design associated with the disinfection system improvements. Engineer is to provide preliminary design for the disinfection system improvements and advertisement/bid phase services

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

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

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

ARTICLE I

Services

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

1.02 Engineer's Personnel at the Project Site: The presence or duties of the Engineer's personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to City and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel. Conditions which may appear unsafe to the Engineer will be reported to the Contractor and the City.

ARTICLE II

Compensation and Term

2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be a not to exceed amount of $320,717 as provided in Exhibit "B". Billing rates for time and materials portions are provided in Exhibit "C," attached hereto. The materials and labor amounts shall be invoiced to the City monthly for work performed.

2.02 This Agreement shall expire five hundred forty (540) calendar days following Notice to Proceed. Additionally, the City may terminate this Agreement by providing written notice to Engineer at least thirty (30) days prior to the effective date of termination as provided in such notice.

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

2.04 If the Engineer determines that additional time is required to complete the Services, the City Engineer may execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE III

Independent Contractor

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

ARTICLE IV

Events of Default/Remedies

4.01

a. City's Defaults/Engineer's Remedies. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by Engineer to perform hereunder, Engineer may, if said default shall be continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to it by law, contract, equity or otherwise.

b. Engineer's Defaults/City's Remedies. In the event Engineer shall default in the performance of any term or provision of this Agreement for any reason other than

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

ARTICLE V

Insurance/Indemnity

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

Engineer shall obtain and maintain in full force and effect during the term of this Agreement, commercial general liability and automobile liability coverage with insurance carriers admitted to do business in the state of Texas. The

insurance companies must carry a Best's Rating of A-VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

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

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

The City shall be listed as additional insured with respect to the Automobile Liability and Commercial General Liability on a primary and non contributory basis to include product-comp/op and provide a waiver of subrogation in favor of the city of Lubbock Engineer shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer

maintains said coverage. Any termination of workers' compensation insurance coverage by Engineer or any cancellation or non-renewal of workers' compensation insurance coverage for the Engineer shall be material breach of this contract. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Employer's Liability with limits of at least $500,000 each accident, $500,000 by disease policy limit, and $500,000 by disease each employee shall also be obtained and maintained throughout the term of this Agreement.

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

Engineer shall indemnify and hold City and City's elected officials, officers, agents, employees and independent contractors harmless, to the fullest extent permitted by law, from and against any and all claims, demands, damages, costs, liabilities and expenses, and including reasonable attorney's fees, as a result of, related to, arising from, or related to Engineer's use or occupation of City owned lands, and/or any matter related to Engineer's activities, performances, operations or omissions under this Agreement to the extent of Engineer's negligence of any kind or type. The indemnity provided herein shall survive the expiration or termination of this Agreement.

ARTICLE VI

Miscellaneous

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

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

For City:

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

For Engineer:

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

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

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

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

6.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.

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

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

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

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

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

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

ALAN PLUMMER ASSOCIATES, INC.

By: _____

Name: David A. Gudal, P.E.

Title: Principal

CITY OF LUBBOCK

_____

Glen C. Robertson, Mayor

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

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

_____

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

APPROVED AS TO FORM:

_____

City Attorney

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT A

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

BAILEY COUNTY WELL FIELD DISINFECTION SYSTEM IMPROVEMENTS

The purpose of this Agreement is to:

- Provide design and advertisement/proposal phase services for new disinfection facilities at the Bailey County Well Field.

Scope of Services

The Engineer agrees to furnish the City with the following specific services:

BASIC ENGINEERING SERVICES

1. Preliminary Design and Evaluations
   - 1.1. Disinfection Evaluation and Preliminary Design
     - 1.1.1. The Engineer will summarize two (2) years of the following data provided by the City in Microsoft Excel format:
       - 1.1.1.1. Bailey County potable water flow.
       - 1.1.1.2. Chlorine doses at each feed point.
       - 1.1.1.3. Ammonia doses at each feed point.
       - 1.1.1.4. Chlorine residual (free and/or total) measured at each sample location.
       - 1.1.1.5. pH at each sample location.
       - 1.1.1.6. Temperature at each sample location.
     - 1.1.2. The Engineer will establish design criteria for the following storage and feed systems:
       - 1.1.2.1. 12.5-percent sodium hypochlorite.
       - 1.1.2.2. Liquid ammonium sulfate.
     - 1.1.3. The Engineer will determine size of storage and feed facilities for the following systems:
       - 1.1.3.1. 12.5-percent sodium hypochlorite system.
       - 1.1.3.2. Liquid ammonium sulfate system.
     - 1.1.4. The Engineer will develop preliminary process and instrumentation diagrams (P&IDs) and prepare operation and control descriptions for the following:
       - 1.1.4.1. 12.5-percent sodium hypochlorite storage and feed system.
       - 1.1.4.2. Liquid ammonium sulfate storage and feed system.

1.1.5. Since the disinfection strategy at the Bailey County Well Field is unchanged, the Engineer will not perform disinfection contact time (CT) calculations.

1.1.6. Deliverables:

1.1.6.1. The Engineer will furnish the City with the following:

1.1.6.1.1. 12.5-percent sodium hypochlorite storage and feed system P&ID and operation and control memorandum.

1.1.6.1.2. Liquid ammonium sulfate storage and feed systems P&ID and operation and control memorandum.

1.2. Meetings and Workshops

1.2.1. Kick-off Meeting and Review Meeting

1.2.1.1. The Engineer will attend a combination kick-off and review meeting with the City at the City's facility. Representatives from the Engineer will include the principal-in-charge, project manager, and lead project engineer.

1.2.1.2. This meeting will review the following items:

1.2.1.2.1. Scope of work.

1.2.1.2.2. Discuss the work plan.

1.2.1.2.3. Verify the City's requirements for the Project.

1.2.1.2.4. Review the schedule for the Project.

1.2.1.2.5. Review Project deliverables, workshops, and meetings.

1.2.1.2.6. Review the preliminary design package as described above.

2. Detailed Design – Bailey County Disinfection Improvements

2.1. The Engineer shall prepare, for approval by the City, drawings, and specifications setting forth in detail the requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the Engineer's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time such services are performed. The Engineer will re-perform any service not meeting this standard of care without additional compensation.

2.2. The Engineer will assist the City in preparation of necessary request for proposal information and proposal forms. The Engineer will utilize the City's front end documents (Division 0, which includes the request for proposal requirements, contractual terms and conditions, etc.). These documents will be prepared by the City's Purchasing Department with input from the Engineer. Input from the Engineer will primarily be on the bid tabulation form.

2.3. Definition of Design Levels:

2.3.1. Level I – This package will include the following:

2.3.1.1. Mechanical drawings (plans and sections) of Project components.

2.3.1.2. Civil drawings consisting of piping, piping connections, etc.

2.3.1.3. Process and instrumentation diagrams.

2.3.1.4. Technical specifications for major equipment items (Division 11).

2.3.2. Level III – This package will include the following:

2.3.2.1. Level I package.

2.3.2.2. Structural drawings.

2.3.2.3. Electrical drawings.

2.3.2.4. Instrumentation drawings.

2.3.2.5. Technical specifications for Division 1 through 17.

2.3.2.6. Recommended comments to City's front-end documents.

2.4. The Engineer will finalize process and instrumentation diagrams (P&IDs) and prepare operation and control descriptions for the following:

2.4.1. 12.5-percent sodium hypochlorite storage and feed system.

2.4.2. Liquid ammonium sulfate storage and feed system.

2.5. The Engineer will prepare a construction sequence for the project activities. This construction sequence will be reviewed by the City and then incorporated into the contract documents.

2.6. The Engineer will provide detailed design for the following facilities:

2.6.1. 12.5-percent Sodium Hypochlorite

2.6.1.1. Storage facilities, including metal roof (sun shield) and wind/visual block walls.

2.6.1.1.1. Storage and containment will be sized for two (2) fiberglass reinforced plastic storage tanks.

2.6.1.2. Feed facilities, including a new pre-cast concrete building for feed systems.

2.6.1.2.1. The new pre-cast concrete building will be sized to house the following items:

2.6.1.2.1.1. One (1) sodium hypochlorite feed skid and associated piping.

2.6.1.2.1.2. Two (2) mixing pumps, control systems, piping, and valves. These pumps are part of the hydraulic mixing system for the primary feed point vaults.

2.6.2. Liquid Ammonium Sulfate

2.6.2.1. Storage facilities will be located at the modified chlorine building and storage area and will include a metal roof (sun shield) and wind/visual block walls.

2.6.2.1.1. Storage and containment will be sized for two (2) fiberglass reinforced plastic storage tanks.

2.6.2.2. Feed facilities will be located at the modified chlorine building and storage area.

2.6.2.2.1. The existing chlorine building will be modified to house one (1) liquid ammonium sulfate feed skid and associated piping and all chlorine (free and total) analyzers.

2.6.3. Piping and Valve Modifications

2.6.3.1. Replace three (3) buried pump station isolation gate valves that are leaking.

2.6.3.2. Replace the globe valve. It is assumed that the existing vault is adequate and will be reused for the new valve.

2.6.3.3. Two connections (one upstream and one downstream of existing vaults) with ability to fully isolate existing and proposed vaults.

2.6.3.4. One (1) meter vault with flanged magnetic flow meter.

2.6.3.5. One (1) chemical feed and mixing vault that will contain the following elements:

2.6.3.5.1. Upstream chlorine/chloramine sample.

2.6.3.5.2. Sodium hypochlorite injection.

2.6.3.5.3. Hydraulic mixing elements (nozzle and piping) for the sodium hypochlorite injection.

2.6.3.5.4. Chlorine/chloramine sample.

2.6.3.5.5. Liquid ammonium sulfate injection.

2.6.3.5.6. Hydraulic mixing elements (nozzle and piping) for the liquid ammonium sulfate injection.

2.6.3.5.7. Chlorine/chloramine samples.

2.6.3.6. The existing vaults and piping will remain in place with no modifications.

2.6.3.7. The ground water piping into the ground storage tank shall be modified. The following pipelines shall be connected such that all flows pass through one common, existing inlet on the western side of the tank:

2.6.3.7.1. 30-inch supply from the north (downstream of the 8-inch well line) that enters the ground storage tank on the north side.

2.6.3.7.2. 18-inch bypass line from the north that enters the ground storage tank on the west.

2.6.3.7.3. Two lines from the west that enter the ground storage tank on the west.

2.6.3.8. Ground Storage Tank Chemical Feed Vault

2.6.3.8.1. One (1) chemical feed vault shall be designed near the western existing common inlet so that all flows entering the tank can be dosed with chlorine and ammonia. It is assumed that flow metering is existing for all of these incoming streams and that a flow meter is not required at this vault.

2.6.3.8.2. The vault will be sized to house the following items:

2.6.3.8.2.1. Sodium hypochlorite injection.

2.6.3.8.2.2. Hydraulic mixing elements (nozzle and piping) for the sodium hypochlorite injection.

2.6.3.8.2.3. Chlorine/chloramine sample.

2.6.3.8.2.4. Liquid ammonium sulfate injection.

2.6.3.8.2.5. Hydraulic mixing elements (nozzle and piping) for the liquid ammonium sulfate injection.

2.6.3.8.2.6. Chlorine/chloramine sample.

2.6.3.8.2.7. Two (2) hydraulic mixing pumps.

2.6.4. Electrical, Instrumentation, and SCADA

2.6.4.1. The Engineer will include all necessary electrical, instrumentation, and SCADA improvements for the above described facilities. It is assumed that the existing electrical gear can accommodate the sodium hypochlorite, liquid ammonium sulfate, and mixing systems without the need for additional switchgear, panel-boards, and other equipment. The intent is to provide 480 VAC from the switch-board area to a new panel-board for these systems. No improvements will be made to the existing switchgear, panel-boards, other electrical panels, or to the emergency power systems (including the mobile generator).

2.6.4.2. The existing ammonia building will be repurposed to house the necessary electrical and instrumentation equipment building for these improvements.

2.6.5. Structural Services

2.6.5.1. The Engineer will provide structural services for the facilities described above.

2.6.6. Ventilation Systems

2.6.6.1. The Engineer will provide ventilation design for the following items:

2.6.6.1.1. Vaults.

2.7. Opinion of Probable Construction Cost

2.7.1. The Engineer will submit to the City an opinion of probable construction cost which shall be based on calculated quantities such as areas or volumes, or other unit costs which indicate the cost of each category of work involved in construction of the Project. Engineer will obtain quotes from equipment suppliers related to this Project and periodically update unit costs based on recent trends and bidding information in this region. In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the Project, the Engineer has no control over cost or price of labor and materials; unknown conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other economic and operational factors that may materially affect the ultimate Project cost or schedule. Therefore, the Engineer makes no warranty that the City's actual Project cost, financial aspects, economic feasibility, or schedules will not vary from the Engineer's opinions, analyses, projections, or estimates.

2.8. Meetings and Workshops

2.8.1. Review Meeting No. 1 (Level I Design)

2.8.1.1. The Engineer will attend a review meeting with the City at the City's facility. Representatives from the Engineer will include project manager.

2.8.1.2. This meeting will review the Level I drawings and specifications.

2.8.2. Review Meeting No. 2 (Level III Design)

2.8.2.1. The Engineer will attend a review meeting with the City at the City's facility. Representatives from the Engineer will include the project manager.

2.8.2.2. This meeting will review the Level III drawings and specifications.

2.9. Deliverables:

2.9.1. The Engineer will furnish the City with the following for each meeting and workshop:

2.9.1.1. Electronic copy (Adobe Portable Document Format) of the meeting agenda seven (7) days prior to each meeting.

2.9.1.2. Meeting notes seven (7) days after each meeting.

2.9.1.3. Half-size drawings (11" x 17") – four (4) sets.

2.9.1.4. Specifications – four (4) sets.

2.9.2. Final Plans

2.9.2.1. The Engineer will furnish the City with the following final documents:

2.9.2.1.1. Half-size drawings (11" x 17") – four (4) sets.

2.9.2.1.2. Full-size drawings (22" x 36") – two (2) sets.

2.9.2.1.3. Specifications – six (6) sets.

2.9.2.1.4. Electronic Adobe Portable Document Format (half-size drawings, full-size drawings, and specifications).

3. Advertisement and Proposal Phase Services

3.1. Advertisement

3.1.1. The Engineer will assist the City in securing proposals, issuing notice to offerors, and notifying construction news publications of the Project.

3.1.2. The notice to offerors will be furnished to the City for publication in the local news media. The cost for publication shall be paid by the City.

3.1.3. The City will handle distribution of the request for proposal documents (drawings, technical specifications, and contract documents).

3.1.4. The Engineer will participate in one (1) pre-proposal conference at locations designated by the City.

3.1.5. The Engineer will respond to requests and prepare addenda for the City issue, as required.

3.2. Proposal Opening

3.2.1. The Engineer will not attend the proposal opening.

3.3. Proposal Review and Recommendation

3.3.1. The Engineer shall participate with the City in one (1) meeting to review and evaluate the proposals submitted for the Project at a location designated by the City.

3.3.2. The Engineer will review the proposals based on the criteria established in the request for proposals.

3.4. Conformed Specifications and Drawings

3.4.1. The Engineer shall prepare conformed specifications and drawings based upon the addenda issued during the advertisement.

3.4.2. Deliverables:

3.4.2.1. The Engineer will furnish the City with the following:

3.4.2.1.1. Full-size drawings (22" x 36") – two (2) sets.

3.4.2.1.2. Half-size drawings (11" x 17") – four (4) sets.

3.4.2.1.3. Specifications – six (6) sets.

3.4.2.1.4. Adobe Portable Document Format (PDF) files of the drawings and specifications.

3.4.2.2. The Engineer will furnish the contractor with the following:

3.4.2.2.1. Full-size drawings (22" x 36") – ten (10) sets.

3.4.2.2.2. Half-size drawings (11" x 17") – zero (0) sets.

3.4.2.2.3. Specifications – ten (10) sets.

3.4.2.2.4. Adobe Portable Document Format (PDF) files of the drawings and specifications.

3.4.2.3. The Engineer will furnish eight (8) sets of contract documents (specifications) for execution by the City and contractor. Three (3) copies will be delivered to each the City and the contractor. The remaining two (2) copies will be retained by the Engineer.

4. Project Management

4.1. The Engineer will provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.

4.2. The Engineer will prepare a project management plan including scope, budget, schedule, communication plan, project team, and file organization.

4.3. The Engineer will conduct internal team coordination meetings as required to accomplish the work.

4.4. The Engineer will provide monthly status updates to the City describing and showing the percent complete for scope and tasks and issues, budget status, and schedule.

4.5. The Engineer will coordinate, prepare, and reviewing monthly invoices for payment.

4.6. The Engineer will maintain and update, on a monthly basis, the following items:

4.6.1. Action item log.

4.6.2. Decision log.

4.6.3. Project change log.

ADDITIONAL SERVICES

Additional services may be performed by the Engineer, if authorized by the City, which are not included in the above-described Basic Engineering Services, as described below:

5. Geotechnical Engineering and Surveying Services

5.1. Geotechnical Services

5.1.1. The Engineer will perform soil borings at the Project site for design.

5.1.2. The Engineer will perform soil testing and develop foundation design parameters for facilities and structures for the Project.

5.1.3. In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made.

5.1.4. Because of the inherent uncertainties in subsurface evaluations, changes or unanticipated underground conditions may occur that could affect the total Project cost and/or execution. Such changed conditions and cost/execution effects are not the responsibility of the Engineer.

5.2. Surveying

5.2.1. The Engineer will perform surveying for the Project site.

5.2.2. It is assumed that no easements are necessary for this Project.

5.2.3. It is assumed that no county, State of Texas, or railroad crossing permits are required for this Project.

SPECIAL SERVICES

Special services may be performed by the Engineer, if authorized by the City, which are not included in the above-described Basic Engineering Services, as described below:

1. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.

2. Providing additional copies of reports, drawings, specifications, and contract documents.

3. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.

4. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.

5. Investigations involving detailed consideration of operation, maintenance, and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits for inventories required for certifications by force account performed by the City.

6. Payment of fees for permit applications and publication of notices.

7. Public relations activities and consulting services.

8. Any other additional services that may be required by the City for completion of the Project that are not included in the Basic Engineering Services such as detailed design of power recovery facilities.

9. Services known to be required for completion of the Project that the City agrees are to be furnished by the Engineer or by a subconsultant that connect be defined sufficiently at this time to establish the maximum compensation.

10. Providing construction phase services that include general construction administration, resident project representation, and/or limited onsite project representation.

11. Providing post construction services that include warranty assistance and preparation of an operation and maintenance manual for the project components.

Special Engineering Services, which may be required by the City, shall be based on the actual hours and costs in accordance with Exhibit C. No work will be undertaken with this item without specific written authorization from the City.

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT B

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

BAILEY COUNTY WELL FIELD DISINFECTION SYSTEM IMPROVEMENTS

1. **Budget Amount by Scope Item for Basic Engineering Services**

Task Item	Task Name	Budget Amount
1	Preliminary Design and Evaluations	$ 37,915
2	Detailed Design – Bailey County Disinfection Improvements	$ 211,701
3	Advertisement and Proposal Phase Services	$ 35,236
4	Project Management	Included Tasks
Total Basic Engineering Services (Not to Exceed)		$ 284,852

2. **Budget Amount by Scope Item for Additional Engineering Services**

Task Item	Task Name	Budget Amount
5	Geotechnical Engineering and Surveying Services	$ 35,865
Total Additional Engineering Services (Not to Exceed)		$ 35,865

3. **Budget Amount for Engineering Services**

Basic Engineering Services	$ 284,852
Additional Engineering Services	$ 35,865
Total Engineering Services	$ 320,717

4. Terms of Payment

Payments to the Engineer will be made as follows:

A. The Engineer shall provide the City sufficient documentation to reasonably substantiate the invoices.

B. The Engineer will issue monthly invoices for all work performed under this Agreement. Invoices are due and payable within 30 days of approved receipt.

C. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed potion will be paid. The City will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing until mutually resolved.

D. If the City fails to make payment in full to the Engineer for billings contested in good faith within sixty (60) days of the amount due, the Engineer may, after giving seven (7) days' written notice to City, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, the Engineer shall have no liability to the City for delays or damages caused the City because of such suspension of services.

5. Direct Expenses (Reimbursable)

A. The Engineer's reimbursable expenses, when part of the basis of compensation, are those costs incurred on or directly for the City's Project, including, but not limited to, necessary transportation costs, including Engineer's current rates for Engineer's vehicles; meals and lodging; laboratory tests and analyses; computer services; work processing services, telephone, printing, binding, and reproduction charges; all reimbursable costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for reimbursable expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by the Engineer. Engineer and subcontractor direct (reimbursable) expenses will be billed at a cost plus a 10-percent surcharge.

B. The Engineer will be paid on an hourly basis rate, as shown in Exhibit C. Engineer (reimbursable) expenses, including subcontractors/subconsultant labor and expenses will be billed at cost to the Engineer plus a 10-percent surcharge.

C. The Engineer shall keep records on the basis of generally accepted accounting practices of costs and expenses and such records shall be available for inspection by the City during normal business hours.

6. Not to Exceed Compensation

A. The Engineer will perform the services described in Exhibit A at a "not to exceed" total compensation amount of $320,717, unless this Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in Item 1 and 2 of this Exhibit, as long as the total "not to exceed" amount (Item 3) is not surpassed.

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT C

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

BAILEY COUNTY WELL FIELD DISINFECTION SYSTEM IMPROVEMENTS

Hourly Fee Schedule (2013):

Staff Description	Staff Code	Billing Rate
Administrative Staff	A1 – A3	$ 75.00
Senior Administration Staff	A4	$ 92.00
Designer / Technician	C1 – C2	$ 92.00
Senior designer / technician	C3 – C4	$ 119.00
Engineer-in-training / scientist-in-training	ES1 – ES3	$ 121.00
Project engineer / scientist	ES4	$ 136.00
Senior project engineer / scientist	ES5	$ 151.00
Project Manager	ES6	$ 177.00
Senior Project Manager	ES7	$ 237.00
Principal	ES8 – ES9	$ 266.00

City of Lubbock, TX
Capital Project
Project Cost Detail
October 24, 2013

Capital Project Number:	92312
Capital Project Name:	Bailey County Well Field Disinfection System

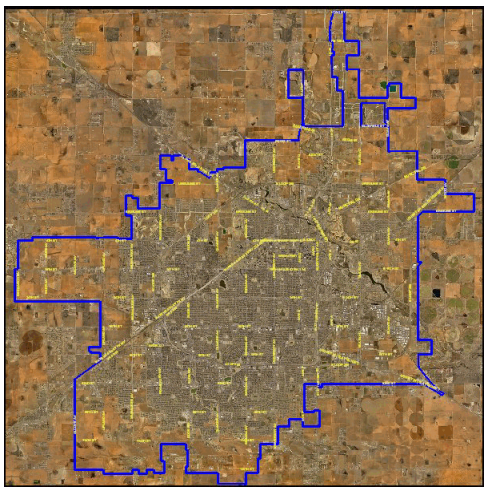
	Budget	
Encumbered/Expended		
City of Lubbock staff time	$	591
Agenda Item October 24th, 2013		
Alan Plummer and Associates, Inc. Design Contract		320,717
Encumbered/Expended to Date		320,717
Estimated Costs for Remaining Appropriation		
Construction		679,283
Remaining Appropriation		679,283
Total Appropriation To Date	$	1,000,000

Managing Department **Water Production**

Project Manager **Bruce Blalack**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Convert the current disinfection systems, using gaseous chlorine and ammonia, to a safer system using liquid hypochlorite and liquid ammonium sulfate solutions.

Project Justification

The conversion improves the safety of staff and the public by converting to a safer disinfection system that will not involve hazardous gases.

Project History

$1.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	1,000,000	0	0	0	0	0	0	1,000,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2008 Water Revenue CO's	95,772	0	0	0	0	0	0	95,772
FY 2010 Water Revenue CO's	904,228	0	0	0	0	0	0	904,228
Total Funding Sources	1,000,000	0	0	0	0	0	0	1,000,000

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

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 11078 with Allen Butler Construction, Inc., for construction of Milwaukee Avenue from 94th Street to 114th Street, ITB 13-11078-CI.

Item Summary

Change Order 1 involves two items:

Item 1 - This change will adjust an existing City 12-inch water line by lowering it to the proper depth. The existing 12-inch water line is located within a utility easement adjacent to the east right-of-way line of Milwaukee Avenue, between 104th Street and 114th Street. Although this utility was originally installed at the proper depth, those standards do not meet current depth requirements, thus the widening of Milwaukee Avenue and the associated grade changes of the widened pavement will leave the utility with less than the minimum required cover. The line will be lowered within the existing easement and no new right-of-way will be required.

Item 2 - This change will also adjust the plan design for the roadway illumination. The plan design called for 40-foot light poles to be installed along both sides of Milwaukee Avenue between 94th Street and 114th Street. However, South Plains Electric Coop currently maintains an overhead electric utility that runs along the west side of Milwaukee Avenue. This overhead utility is too low to accommodate the placement of new light poles beneath the electric lines. Therefore, this amendment eliminates the light poles from the west side of Milwaukee Avenue. At the request of LP&L, this amendment also removes the option that would allow the use of aluminum poles and instead requires the use of steel poles.

Thirty days of time will be added to the contract to accomplish item 1. No additional time is needed for item 2.

The cost of item 1 is $229,771, which is 2.80% increase in the contract amount. Item 2 is a $22,409, which is a 0.27% reduction to the contract amount. The total for Change Order 1 is $207,362, which is 2.52% of the original contract amount.

Fiscal Impact

$3,922,000 is appropriated in Capital Improvement Project 91035, Water Lines Ahead of Street Paving, with $207,362 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution - Change Order

Change Order 1

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. 1 to that certain Contract No. 11078 by and between the City of Lubbock and Allen Butler Construction, Inc. for adjustments to an existing 12 inch water line and for plan design for roadway illumination, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.ChgOrd#1 Contract-Allen Butler
September 9, 2013

CITY OF LUBBOCK
CHANGE ORDER

Change Order #:	1	Contractor:	Allen Butler Construction, Inc.
Date:	10-7-13	BID/ITB/RFP #:	ITB# 13-11078-CI
Contract #:	11078	Project Name:	Paving Improvements: Milwaukee Avenue

"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)*:**

Amendment #1 involves two changes to the project:

1) Adjust of an existing 12-inch water line by lowering it to the proper depth. Although the city utility was installed to the proper depth at the time of its original construction, those standards were less than current standards. The widening of Milwaukee Avenue and the associated grade changes of the widened pavement will now leave the utility with less than the current required minimum cover, thus the water line will be lowered to achieve the appropriate cover. Cost of this adjustment is $229,771.43 which is 2.80% of the contract value. Thirty (30) days will be added to the contract to accomplish this work.

2) Adjust the plan design for roadway illumination. The plans originally called for 40-foot tall streetlight poles to be installed along both sides of Milwaukee Avenue. However, SPEC currently maintains an overhead electric utility along the west side of Milwaukee Avenue that is too low to accommodate the placement of new light poles beneath the electric lines. This amendment eliminates the light poles from the west side of Milwaukee Avenue, and modifies the height of the poles on the east side of Milwaukee to 30-feet. At the request of LP&L, this amendment removes the option of allowing aluminum poles, and instead requires steel poles. Cost of this adjustment is a cost savings to the contract in the amount of ($22,409.22) which is (0.27%) of the contract value. No additional time will be added to accomplish this work.

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:	$	8,198,189.43
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000*	$	207,362.21
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):		2.52%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$	0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$	207,362.21
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% Maximum*		2.52%
G.	NEW CONTRACT AMOUNT (A+E):	$	8,405,551.64

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	8-30-13 Date	(2) PROJECT ARCHITECT/ENGINEER	8-28-13 Date
Approved as to Content:		Approved as to Form:	
(3) OWNER'S REPRESENTATIVE	9/9/13 Date	(4) CITY ATTORNEY	9/9/13 Date
(5) CAPITAL PROJECTS MANAGER	9/9/13 Date	(6) PURCHASING AND CONTRACT MANAGER	10/14/13 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 #:_____

Kimley-Horn
and Associates, Inc.

RECEIVED
OCT 9 2013
STORMWATER

October 8, 2013

Mr. Neil Welch, P.E.
Assistant City Engineer
City of Lubbock
P.O. Box 2000
Lubbock, TX 79457

Building 8, Suite 101
7021 Kewanee Avenue
Lubbock, Texas
79424-7050

806 686-1086

Re: Milwaukee Avenue and 98th Street Reconstruction
Change Order No. 1 – Adjust City of Lubbock 12-inch Water Line and Adjust Plan Design for Roadway Illumination
KHA No. 063126010

Dear Mr. Welch:

Attached is Change Order No. 1 for the Milwaukee Avenue and 98th Street Reconstruction project.

Item 1 - This change will adjust an existing City of Lubbock 12-inch water line by lowering it to the proper depth. The existing 12-inch water line is located within a utility easement adjacent to the east right of way line of Milwaukee Avenue, between 104th Street and 114th Street. Although this utility was originally installed at the proper depth, those standards do not meet current depth requirements. Thus the widening of Milwaukee Avenue and the associated grade changes of the widened pavement will leave the utility with less than the minimum required cover. The line will be lowered within the existing easement and no new right of way will be required.

Item 2 - This change will adjust the plan design for roadway illumination. The plan design called for 40-foot tall light poles to be installed along both sides of Milwaukee Avenue between 94th Street and 114th Street. However, SPEC currently maintains an overhead electric utility that runs along the west side of Milwaukee Avenue. This overhead utility is too low to accommodate the placement of new light poles beneath the electric lines. Therefore, this amendment eliminates the light poles from the west side of Milwaukee Avenue between 94th Street and 114th Street. At the request of LP&L, this amendment also removes the option that would allow the use of aluminum poles, and instead requires the use of steel poles.

Thirty (30) days of time will be added to the contract to accomplish Item 1. No additional time is needed for Item 2.

The cost of Item 1 is $229,771.43. This equals to 2.80% of the contract value. The cost of Item 2 is ($22,409.22). This equals to (0.27%) of the contract value, which results in a savings to the contract. The total cost of Change Order No. 1 is $207,362.21 which is 2.52% of the contract value.

Kimley-Horn and Associates, Inc. recommends approval of Change Order No. 1.

Thank you for the opportunity to be of service to the City of Lubbock. If you have any questions or comments, please do not hesitate to call.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

Kerry C. Miller, P.E.

Enclosures - Change Order No. 1 and supporting documents
KCM/kcm

Milwaukee Avenue and 98th Street
Paving Improvements - ALTERNATE
Engineer's Opinion of Probable Construction Cost
REVISED COSTS ASSOCIATED WITH RELOCATION OF 12-INCH WATER LINE

Item No.	Description	Unit	Original Estimated Quantity	Unit Price	Original Extended Amount	Revised Estimated Quantity	Unit Price	Revised Extended Amount
73	Furnish and install heavy polyethylene warning tape with trace wire, complete in place, per linear foot.	LF	2914	$0.53	$1,544.42	**6042**	$0.53	$3,202.26
74	Furnish and install OSHA approved trench safety system for utility lines as required, per linear foot.	LF	2914	$0.53	$1,544.42	**5932**	$0.53	$3,143.96
75	Furnish and install 6" C900 DR 18 PVC water line, including all labor, material and equipment, complete in place, per linear foot.	LF	559	$26.25	$14,673.75	559	$26.25	$14,673.75
76	Furnish and install 8" C900 DR 18 PVC water line, including all labor, material and equipment, complete in place, per linear foot.	LF	1145	$28.35	$32,460.75	**1150**	$28.35	$32,602.50
77	Furnish and install 10" C900 DR 18 PVC water line, including all labor, material and equipment, complete in place, per linear foot.	LF	125	$37.80	$4,725.00	**160**	$37.80	$6,048.00
78	Furnish and install 12" C900 DR 18 PVC water line, including all labor, material and equipment, complete in place, per linear foot.	LF	1085	$42.00	$45,570.00	**4055**	$42.00	$170,310.00
79	Furnish and install 6" gate valve and box, including all appurtenances, complete in place, per each.	EA	7	$1,050.00	$7,350.00	**10**	$1,050.00	$10,500.00
80	Furnish and install 8" gate valve and box, including all appurtenances, complete in place, per each.	EA	14	$1,575.00	$22,050.00	**16**	$1,575.00	$25,200.00
81	Furnish and install 10" gate valve and box, including all appurtenances, complete in place, per each.	EA	3	$2,205.00	$6,615.00	**5**	$2,205.00	$11,025.00
82	Furnish and install 12" x 6" tapping sleeve and associated appurtenances, complete in place, per each.	EA	7	$1,260.00	$8,820.00	7	$1,260.00	$8,820.00
83	Furnish and install 12" x 8" tapping sleeve and associated appurtenances, complete in place, per each.	EA	3	$1,680.00	$5,040.00	3	$1,680.00	$5,040.00
84	Furnish and install 12" x 10" tapping sleeve and associated appurtenances, complete in place, per each.	EA	3	$1,890.00	$5,670.00	3	$1,890.00	$5,670.00
85	Furnish and install fire hydrant, complete in place, per each	EA	8	$3,675.00	$29,400.00	**11**	$3,675.00	$40,425.00
86	Furnish and install 8" plug, complete in place, per each	EA	13	$315.00	$4,095.00	**14**	$315.00	$4,410.00
87	Furnish and install 10" plug, complete in place, per each	EA	2	$420.00	$840.00	**4**	$420.00	$1,680.00
88	Furnish and install 12" plug, complete in place, per each	EA	1	$472.50	$472.50	1	$472.50	$472.50
89	Furnish and install 12" x 10" reducer, including all appurtenances, complete in place, per each	EA	1	$367.50	$367.50	1	$367.50	$367.50
90	Furnish and install 12" x 8" tee, including all appurtenances, complete in place, per each	EA	1	$787.50	$787.50	3	$787.50	$2,362.50
113	Furnish and install 10"X6" tee, including all appurtenances, complete in place, per each	EA	0	-----	-----	**1**	$742.50	$742.50
114	Furnish and install 12"X6" tee, including all appurtenances, complete in place, per each	EA	0	-----	-----	**2**	$797.50	$1,595.00
115	Furnish and install 12"X10" tee, including all appurtenances, complete in place, per each	EA	0	-----	-----	**2**	$935.50	$1,871.00
116	Furnish and install 12"X12" tee, including all appurtenances, complete in place, per each	EA	0	-----	-----	**1**	$1,155.00	$1,155.00
117	Furnish and install 12" gate valve and box, including all appurtenances, complete in place, per each.	EA	0	-----	-----	**3**	$3,190.00	$9,570.00
118	Furnish and install 12" 45 degree bend, including all appurtenances, complete in place, per each.	EA	0	-----	-----	**2**	$770.00	$1,540.00
119	Increase in Bonding	LS	0	-----	-----	**1**	$1,700.00	$1,700.00
120	Furnish and install 10" C900 DR 18 PVC water line by other than open cut with 18" steel casing, including all labor, material and equipment, complete in place, per linear foot.	LF	0	-----	-----	**110**	$284.53	$31,298.30
121	Install vent pipe on east side of Milwaukee Avenue north of 110th Street	LS	0	-----	-----	**1**	$26,372.50	$26,372.50

SUBTOTAL ITEMS #73 - #90:		DOLLARS	($		$	192,025.84	$	345,952.97
SUBTOTAL NEW ITEMS #113 - #120:		DOLLARS	($		$	0.00	$	75,844.30
SUBTOTAL ITEMS #73 - #90 and #113 - #120:		DOLLARS	($		$	141,802.50	$	421,797.27

Original Alternate Bid Price	$192,025.84
New Alternate Bid Price	$421,797.27
Difference:	**$229,771.43**

Milwaukee Avenue and 98th Street
Paving Improvements - ALTERNATE
Engineer's Opinion of Probable Construction Cost
REVISED COSTS ASSOCIATED WITH ILLUMINATION CHANGES

December 17, 2012
Revised

Item No.	Description	Unit	Original Estimated Quantity	Unit Price	Original Extended Amount	Revised Estimated Quantity	Unit Price	Revised Extended Amount
1	Prepare right-of-way, including clearing, grubbing and removal of all items that are in conflict, per station.	STA	103	$1,697.00	$174,791.00	103	$1,697.00	$174,791.00
2	Remove Existing Tree, including removal of trunk, limbs, roots, and filling and compacting of resulting hole with suitable material, per each.	EA	1	$200.00	$200.00	1	$200.00	$200.00
3	Remove Asphalt Paving and/or Stabilized Base, including neat removal of existing paving materials and proper disposal or disposition, per square yard.	SY	30273	$1.50	$45,409.50	30273	$1.50	$45,409.50
4	Remove Small Signs and/or Small Sign Assemblies, including neat removal of existing small signs and/or assemblies including foundations and proper disposal or disposition, per each sign and/or assembly. All signs removed are to be given to the City of Lubbock Streets Department to salvage.	EA	11	$100.00	$1,100.00	11	$100.00	$1,100.00
5	Remove Fence, including neat removal of existing posts and/or assemblies including foundations and proper disposal or disposition, per linear foot.	LF	3122	$0.50	$1,561.00	3122	$0.50	$1,561.00
6	Replace Fence, including posts and/or assemblies and all appurtenances, per linear foot.	LF	3122	$3.11	$9,709.42	3122	$3.11	$9,709.42
7	Remove Mailbox, including neat removal of existing assemblies including foundations and proper disposal or disposition, per each mailbox.	EA	8	$200.00	$1,600.00	8	$200.00	$1,600.00
8	Topsoil (4")(Furnish and Place), including securing necessary sources and royalties, furnishing topsoil; excavation at the source, loading, hauling, stockpiling and placing; watering; rolling; and equipment, labor, materials, tools, and incidentals, by the square yard complete in place.	SY	1000	$0.79	$790.00	1000	$0.79	$790.00
9	Embankment (Roadway), including borrow material as required, placement and density control to lines and grades shown on drawings, as well as any incidental work, per cubic yard as shown on this bid form.	CY	51417	$4.70	$241,659.90	51417	$4.70	$241,659.90
10	Excavation (Roadway), to lines and grades shown on drawings, as well as any incidental work, per cubic yard as shown on this bid form.	CY	39962	$3.25	$129,876.50	39962	$3.25	$129,876.50
11	Excavation (Channel), to lines and grades shown on drawings, as well as any incidental work, per cubic yard as shown on this bid form.	CY	6780	$3.82	$25,899.60	6780	$3.82	$25,899.60
12	Excavation (Playa Lake), to lines and grades shown on drawings, as well as any incidental work, per cubic yard as shown on this bid form.	CY	40840	$3.94	$160,909.60	40840	$3.94	$160,909.60
13	Over Excavation, at the unit bid price, of excavation beyond the limits to lines shown in the plans, as directed by the Engineer, to treat or replace deficient subgrade, including subgrade removal and replacement with a suitable material, or approved treatment of unsuitable material, all borrow material, compaction, testing, and all labor and equipment necessary to complete this work, in cubic yards.	CY	200	$35.00	$7,000.00	200	$35.00	$7,000.00
14	Flowable Fill, at the unit bid price, of flowable backfill actually installed at the direction of the Engineer. Where the Contractor chooses on his own accord to install flowable fill, payment will not be made directly, but will be subsidiary to the pertinent item(s). The unit price bid includes full compensation for all materials, testing, materials, labor and equipment necessary to complete the work, per cubic yard.	CY	100	$70.00	$7,000.00	100	$70.00	$7,000.00
15	Surface Treatment, including surface preparation, furnishing, preparing, hauling and placing Aggregate and Asphalt; removing existing pavement markers and excess aggregate; rolling; cleaning up stockpiles; and equipment, labor, tools and incidentals, as complete in place, per square yard.	SY	72135	$0.34	$24,525.90	72135	$0.34	$24,525.90
16	Hot Mix Asphalt Pavement (HMAC)(TY D) (2"), including necessary materials, shaping, density controlled placement, complete and in place, per square yard.	SY	27943	$11.73	$327,771.39	27943	$11.73	$327,771.39
17	Hot Mix Asphalt Pavement (HMAC)(TY B) (4"), including necessary materials, shaping, density controlled placement, complete and in place, per square yard.	SY	30507	$18.92	$577,192.44	30507	$18.92	$577,192.44
18	Hot Mix Asphalt Pavement (FLEXBASE), including necessary materials, shaping, density controlled placement, complete and in place, per square yard.	SY	30507	$8.39	$255,953.73	30507	$8.39	$255,953.73
19	Concrete Paving (Continuously Reinforced)(9"), including necessary materials and placement, complete and in place, per square yard.	SY	59218	$38.88	$2,302,395.84	59218	$38.88	$2,302,395.84
20	Concrete Curb (Mono), including necessary materials, joining, forming, finishing, and placement of monolithic curb with continuously reinforced concrete pavement, complete and in place, per linear foot as measured along the gutter line.	LF	16319	$7.59	$123,861.21	16319	$7.59	$123,861.21
21	Concrete Curb (Mono)(Sawtooth), including necessary materials, joining, forming, finishing, and placement of monolithic curb with continuously reinforced concrete pavement, complete and in place, per linear foot as measured along the gutter line.	LF	100	$15.00	$1,500.00	100	$15.00	$1,500.00
22	Concrete Sidewalk (5"), including necessary materials for placement of concrete sidewalks, complete and in place, per square yard.	SY	369	$36.63	$13,516.47	369	$36.63	$13,516.47
23	Concrete Sidewalk Ramp (In radius - w/ flared sides), including necessary materials for placement of ramps, complete and in place, per each.	EA	7	$800.00	$5,600.00	7	$800.00	$5,600.00
24	Concrete Alley Returns and Driveways (6"), including necessary materials for placement of concrete alley returns and driveways, as complete and in place, per square yard.	SY	255	$45.00	$11,475.00	255	$45.00	$11,475.00
25	Concrete Riprap (6"), including necessary materials for placement of concrete riprap, including toe wall foundations, curbs, aprons, sloped ramps, etc., complete and in place, per square yard.	SY	1370	$42.93	$58,814.10	1370	$42.93	$58,814.10
26	Stone Riprap (Dry)(Protection), including necessary materials for placement of riprap, complete and in place including filter fabric, per cubic yard.	CY	180	$49.00	$8,820.00	180	$49.00	$8,820.00
27	Culvert Pipe (24" RCP), including necessary materials, furnished and installed, complete and in place including excavation and backfilling, per linear foot.	LF	406	$68.25	$27,709.50	406	$68.25	$27,709.50
28	Concrete Safety End Treatment (for 24" RCP), for Parallel culvert, including necessary materials, furnished and installed, complete and in place, per each.	EA	2	$1,326.35	$2,652.70	2	$1,326.35	$2,652.70
29	Concrete Safety End Treatment (for 24" RCP), for Crossing culvert, including necessary materials, furnished and installed, complete and in place, per each.	EA	3	$1,326.35	$3,979.05	3	$1,326.35	$3,979.05
30	Permanent Turf Reinforcement Mat (Tensar SC250 or equal) including necessary materials and equipment for placement of Mat, complete and in place, per square yard.	SF	20300	$3.65	$74,095.00	20300	$3.65	$74,095.00
31	Concrete Curb Inlet (10 ft), including necessary materials, furnished and installed, complete and in place including excavation and backfilling, per each.	EA	1	$2,887.50	$2,887.50	1	$2,887.50	$2,887.50
32	Precast Reinforced Concrete Box Culvert (5' x 3'), including necessary materials, furnished and installed, complete and in place including excavation and backfilling, per linear foot.	LF	105	$225.75	$23,703.75	105	$225.75	$23,703.75
33	Safety End Treatment (for 5' Span, 3' Headwall) (3:1) for Parallel culvert, consisting of reinforced concrete headwall/wingwalls and pipe runners in accordance with plan details, including necessary materials, furnished and installed, complete and in place, per each.	EA	1	$5,000.00	$5,000.00	1	$5,000.00	$5,000.00
34	Safety End Treatment (for 5' Span, 3' Headwall) (6:1) for Parallel culvert, consisting of reinforced concrete headwall/wingwalls and pipe runners in accordance with plan details, including necessary materials, furnished and installed, complete and in place, per each.	EA	1	$6,000.00	$6,000.00	1	$6,000.00	$6,000.00
35	Adjusting Valve Boxes, including materials, including backfill as required, and for excavation, tools, equipment, labor and incidentals, per each valve adjusted.	EA	6	$150.00	$900.00	6	$150.00	$900.00
36	Adjusting Manholes, including materials, including backfill as required, and for excavation, tools, equipment, labor and incidentals, per each valve adjusted.	EA	2	$1,000.00	$2,000.00	2	$1,000.00	$2,000.00

Milwaukee Avenue and 98th Street
Paving Improvements - ALTERNATE
Engineer's Opinion of Probable Construction Cost
REVISED COSTS ASSOCIATED WITH ILLUMINATION CHANGES

Item No.	Description	Unit	Original Estimated Quantity	Unit Price	Original Extended Amount	Revised Estimated Quantity	Unit Price	Revised Extended Amount
37	Illumination Pole Assembly (TY ST)(40T-8)(.25 KW)S: Payment will be made at the unit price bid per each roadway illumination assembly installed, including furnishing, installing, and testing luminaries, per each. **(Specificed STEEL)**	EA	57	**$2,467.50**	$140,647.50	**41**	**$3,245.00**	$133,045.00
38	Drill Shaft (Roadway Illumination Pole)(30" Diameter), including full compensation for excavation; furnishing, placing and removing casing (if necessary); furnishing, processing and recovering slurry (if necessary); pumping; furnishing and placing reinforcing steel; furnishing and placing concrete, including additional concrete required to fill an oversize casing or oversize excavation; conducting slump loss tests; backfilling; disposing of cuttings and slurry; and materials, tools, equipment, labor, and incidentals, measured by the linear foot of drilled shaft indicated in the plans.	LF	484	$131.25	$63,525.00	**328**	$131.25	$43,050.00
39	Conduit (PVC)(SCHD 40) (1.5 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	12671	$3.31	$41,941.01	**0**	$3.31	$0.00
40	Conduit (PVC)(SCHD 40) (2 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	5002	$3.41	$17,056.82	**11522**	$3.41	$39,290.02
41	Elec Conductor (No. 8) (BARE), including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals, per linear foot.	LF	12671	$0.63	$7,982.73	**0**	$0.63	$0.00
42	Elec Conductor (No. 6) (INSULATED), including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals, per linear foot.	LF	25342	$0.79	$20,020.18	**0**	$0.79	$0.00
43	Elec Service Ty A (240/480) 060 (NS) SS(E) SP(O): This price is full compensation for furnishing and installing paying all fees, permits and other costs, making arrangements with the utility company for all work and materials provided by the utility company, complete in place, per each.	EA	2	$3,360.00	$6,720.00	2	$3,360.00	$6,720.00
44	Ground Box Ty A , complete in place, including furnishing and placing gravel bedding, all labor and materials, per each.	EA	31	$393.75	$12,206.25	**5**	$393.75	$1,968.75
45	Ground Box Ty D , complete in place, including furnishing and placing gravel bedding, all labor and materials, per each.	EA	27	$446.25	$12,048.75	27	$446.25	$12,048.75
46	Ground Box Ty I (ITS), complete in place, including furnishing and placing gravel bedding, all labor and materials, per each.	EA	1	$3,675.00	$3,675.00	1	$3,675.00	$3,675.00
47	Conduit (Rigid Metal)(2 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating, and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	5	$10.50	$52.50	5	$10.50	$52.50
48	Conduit (PVC)(SCHD 40) (2 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating, and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	77	$3.41	$262.57	77	$3.41	$262.57
49	Conduit (PVC)(SCHD 40) (3 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	46	$4.20	$193.20	46	$4.20	$193.20
50	Conduit (PVC)(SCHD 40) (4 IN)(TRENCH), including full compensation for furnishing and installing conduit; trenching/excavating and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	58	$4.99	$289.42	58	$4.99	$289.42
51	Elec Service Ty D (120/240) 060 (NS) SS(E) SP(O): This price is full compensation for furnishing and installing paying all fees, permits and other costs, making arrangements with the utility company for all work and materials provided by the utility company, complete in place, per each.	EA	1	$2,940.00	$2,940.00	1	$2,940.00	$2,940.00
52	Small Sign Assemblies, including necessary materials, furnished and installed, complete and in place. The unit price bid shall includes sign, post, concrete base, plaque, accessories, excavation, filling, backfilling, and all incidentals necessary to complete the work, per each sign complete in place.	EA	30	$603.75	$18,112.50	30	$603.75	$18,112.50
53	Pavement Markings (4")(White)(Broken)(Thermoplastic), including necessary materials, furnished and installed, complete and in place, per linear foot.	LF	22169	$0.62	$13,744.78	22169	$0.62	$13,744.78
54	Pavement Markings (4")(White)(Solid)(Thermoplastic), including necessary materials, furnished and installed, complete and in place, per linear foot.	LF	7580	$0.62	$4,699.60	7580	$0.62	$4,699.60
55	Pavement Markings (12")(White)(Solid)(Thermoplastic), including necessary materials, furnished and installed, complete and in place, per linear foot.	LF	862	$3.68	$3,172.16	862	$3.68	$3,172.16
56	Pavement Markings (4") (Yellow) (Broken) (Thermoplastic), including necessary materials and incidentals, furnished and installed, complete and in place, per linear foot.	LF	14341	$0.62	$8,891.42	14341	$0.62	$8,891.42
57	Pavement Markings (4") (Yellow) (Solid) (Thermoplastic), including necessary materials and incidentals, furnished and installed, complete and in place, per linear foot.	LF	22147	$0.62	$13,731.14	22147	$0.62	$13,731.14
58	Pavement Markings (8")(White)(Solid)(Thermoplastic), including necessary materials, furnished and installed, complete and in place, per linear foot.	LF	3472	$1.07	$3,715.04	3472	$1.07	$3,715.04
59	Pavement Markings (24") (White) (Solid) (Thermoplastic), including necessary materials and incidentals, furnished and installed, complete and in place, per linear foot.	LF	267	$7.61	$2,031.87	267	$7.61	$2,031.87
60	Pavement Markings (Arrow)(White)(Thermoplastic), including necessary materials and incidentals, furnished and installed, complete and in place, per each.	EA	27	$126.00	$3,402.00	27	$126.00	$3,402.00
61	Raised Reflectorized Pavement Markers (CL B)(Type I-C-R), including necessary materials and incidentals, furnished and installed, complete and in place, per each.	EA	954	$3.68	$3,510.72	954	$3.68	$3,510.72
62	Raised Reflectorized Pavement Markers (CL B)(Type II-A-A), including necessary materials and incidentals, furnished and installed, complete and in place, per each.	EA	1055	$3.68	$3,882.40	1055	$3.68	$3,882.40
63	Traffic Buttons (4")(WHITE), including necessary materials and incidentals, furnished and installed, complete and in place, per linear foot.	LF	197	$3.68	$724.96	197	$3.68	$724.96
64	Temporary Raised Reflectorized Pavement Markers (CL B)(Type I-C-R), including necessary materials and incidentals, furnished and installed, complete and in place, per each. Placement is for temporary construction markings, including but not limited to solid markings, double markings, and broken markings.	EA	30	$4.73	$141.90	30	$4.73	$141.90
65	Temporary Raised Reflectorized Pavement Markers (CL B)(Type II-A-A), including necessary materials and incidentals, furnished and installed, complete and in place, per each. Placement is for temporary construction markings, including but not limited to solid markings, double markings, and broken markings.	EA	132	$4.73	$624.36	132	$4.73	$624.36

Milwaukee Avenue and 98th Street
Paving Improvements - ALTERNATE
Engineer's Opinion of Probable Construction Cost
REVISED COSTS ASSOCIATED WITH ILLUMINATION CHANGES

December 17, 2012
Revised

Item No.	Description	Unit	Original Estimated Quantity	Unit Price	Original Extended Amount	Revised Estimated Quantity	Unit Price	Revised Extended Amount
66	Temporary Traffic Buttons (4")(WHITE), including necessary materials and incidentals, furnished and installed, complete and in place, per each. Placement is for temporary construction markings, including but not limited to solid markings, double markings, broken markings and stop bars.	EA	8	$3.68	$29.44	8	$3.68	$29.44
67	Temporary Traffic Buttons (4")(YELLOW), including necessary materials and incidentals, furnished and installed, complete and in place, per each. Placement is for temporary construction markings, including but not limited to solid markings, double markings, and broken markings.	EA	526	$3.68	$1,935.68	526	$3.68	$1,935.68
68	Barricades and Traffic Control Devices, including furnishing and installation of materials and removal thereof, per month.	MO	12	$2,625.00	$31,500.00	12	$2,625.00	$31,500.00
69	SWPPP / Temporary Erosion Control , including necessary materials and coordination for compliance with storm water regulations and ordinances, furnished and installed, continuously monitored, complete and in place, per lump sum.	LS	1	$78,318.50	$78,318.50	1	$78,318.50	$78,318.50
70	Irrigation System - (Maintain Existing), includes preserving the integrity and operational capacity of the existing irrigation in the areas adjacent to the Right of Way. Includes repair of the existing system which may be damaged by construction of new sidewalk, removal, relocation and/or replacement of the existing PVC mainline piping that may be affected by the grading work and/or construction, as shown on the plans, paid as lump sum.	LS	1	$2,415.00	$2,415.00	1	$2,415.00	$2,415.00
71	Permanent Seed, including necessary materials and equipment for placement of seed and establishment of grass from the seed, vegetative watering and weed control, complete in place, per square yard.	SY	33800	$1.61	$54,418.00	33800	$1.61	$54,418.00
72	Mobilization, including costs associated with move-in related equipment and labor, bid bond, performance and construction bonds, and insurance, per lump sum.	LS	1	$424,022.00	$424,022.00	1	$424,022.00	$424,022.00
73	Conduit (PVC)(SCHD 40) (2 IN)(BORE), including full compensation for furnishing and installing conduit; boring and furnishing and placing backfill; replacing pavement structure, sod, riprap, curbs, or other surface; marking location of conduit; furnishing and installing fittings, junction boxes, and expansion joints; and equipment, labor, tools and incidentals, complete and in place, per linear foot.	LF	0	------	$0.00	190	$16.50	$3,135.00
74	Elec Conductor (No. 2) (INSULATED), including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals, per linear foot.	LF	0	------	$0.00	13780	$3.05	$42,029.00
75	Elec Conductor (No. 2) (BARE), including furnishing, installing, and testing electrical conductors and for equipment, labor, tools, and incidentals, per linear foot.	LF	0	------	$0.00	6710	$2.75	$18,452.50

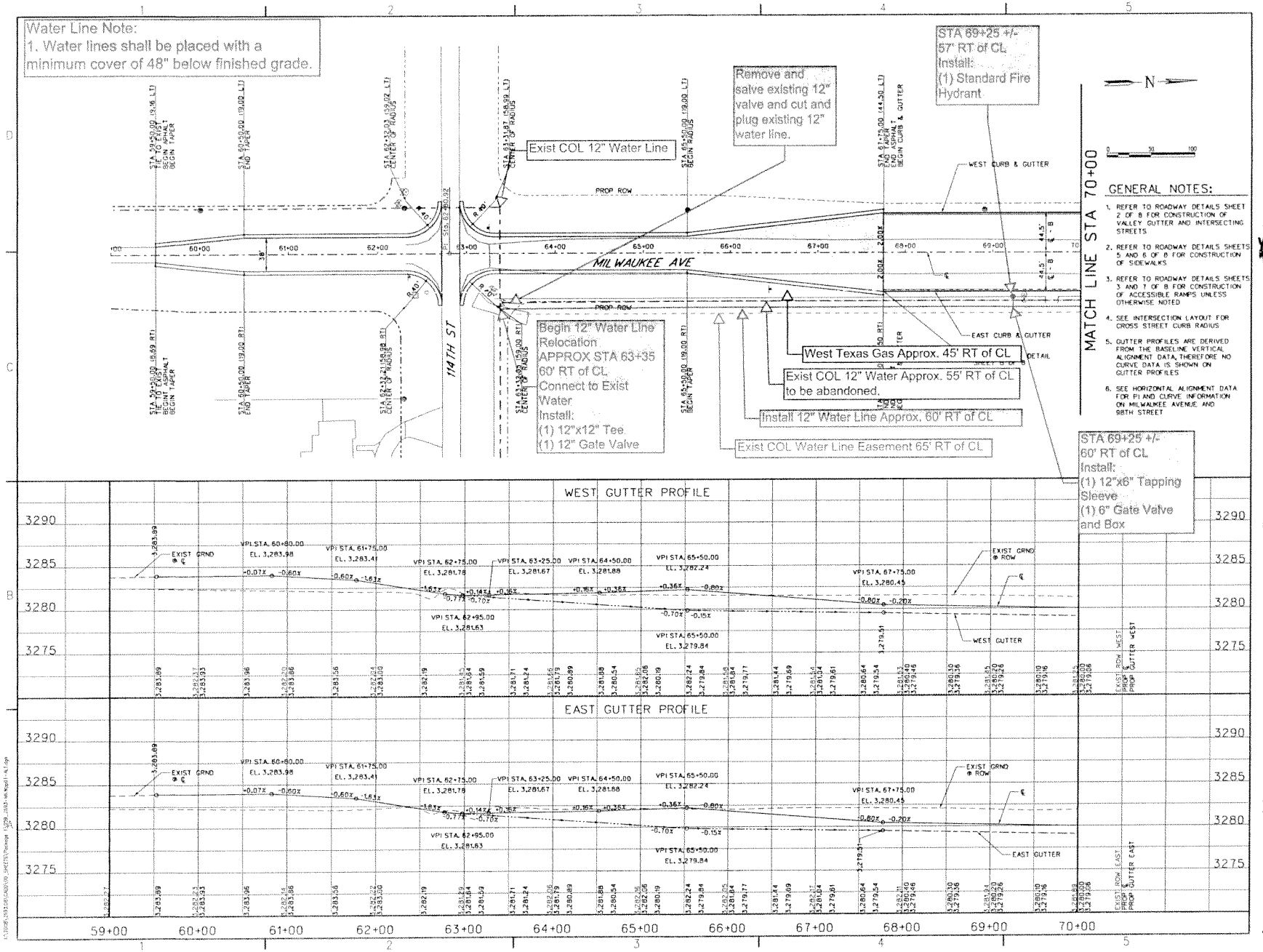
SUBTOTAL ALTERNATE BID (ITEMS 1 - 72):

SUBTOTAL ITEMS #1 - #72: _____ DOLLARS ($ _____)= _____ $ 5,670,444.50 ($ _____)= _____ $ 5,584,418.78

SUBTOTAL NEW ITEMS #73 - #75: _____ DOLLARS ($ _____)= _____ $ 0.00 ($ _____)= _____ $ 63,616.50

SUBTOTAL ITEMS #1 - #75: _____ DOLLARS ($ _____)= _____ $ 5,670,444.50 ($ _____)= _____ $ 5,648,035.28

Original Alternate Bid Price	$5,670,444.50
New Alternate Bid Price	$5,648,035.28
Difference:	**-$22,409.22**



PARKHILL SMITH & COOPER

PSC

JEREMY J. GARSON 109766

KENNY C. MILLER 67832 REGISTERED PROFESSIONAL ENGINEER 10-7-13

TBPE No. F-928 | 1421 Kewanee Ave. Suite B-101 Lubbock, TX 79424

BID SET

city of lubbock TEXAS

CITY OF LUBBOCK
PAVING IMPROVEMENTS
MILWAUKEE AVENUE
AND 98TH STREET
BOND PROJECT

1625 13TH STREET
LUBBOCK, TEXAS
79401

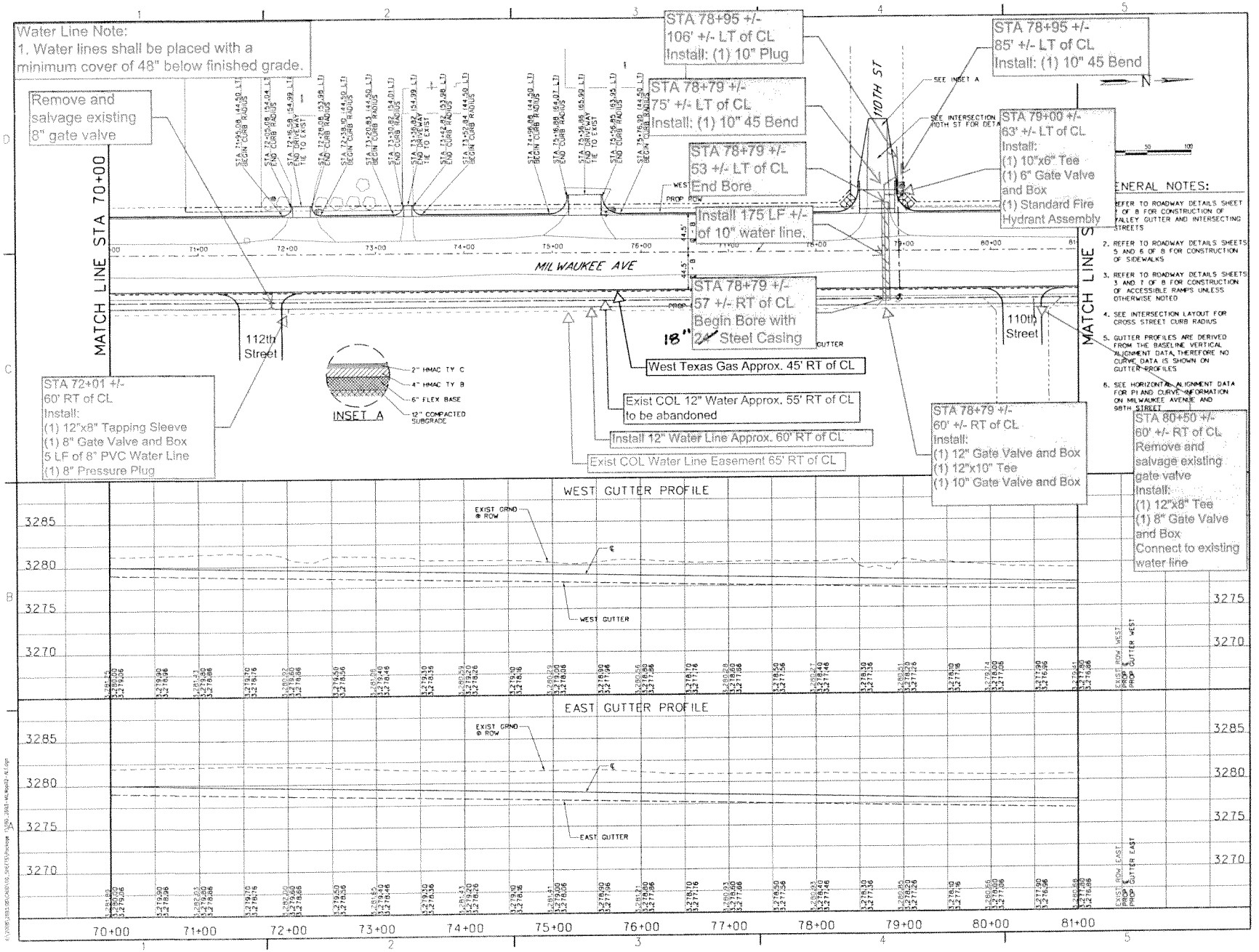
KEY PLAN

NO. DATE DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO. 2013.08

12-INCH WATER LINE RELOCATION
SHEET 1 OF 4

WS 018



GENERAL NOTES:

1. REFER TO ROADWAY DETAILS SHEET 7 OF 8 FOR CONSTRUCTION OF VALLEY GUTTER AND INTERSECTING STREETS
2. REFER TO ROADWAY DETAILS SHEETS 5 AND 6 OF 8 FOR CONSTRUCTION OF SIDEWALKS
3. REFER TO ROADWAY DETAILS SHEETS 3 AND 7 OF 8 FOR CONSTRUCTION OF ACCESSIBLE RAMPS UNLESS OTHERWISE NOTED
4. SEE INTERSECTION LAYOUT FOR CROSS STREET CURB RADIUS
5. GUTTER PROFILES ARE DERIVED FROM THE BASELINE VERTICAL ALIGNMENT DATA, THEREFORE NO CURVE DATA IS SHOWN ON GUTTER PROFILES
6. SEE HORIZONTAL ALIGNMENT DATA FOR PI AND CURVE INFORMATION ON MILWAUKEE AVENUE AND 98TH STREET

PSC
PARKHILL SMITH & COOPER

JEREMY C. CARSON 109766 TEXAS

KERRY C. MILLER 67832 TEXAS

TBPE No. F-828

BID SET 10-7-17

city of lubbock TEXAS

CITY OF LUBBOCK
PAVING IMPROVEMENTS
MILWAUKEE AVENUE
AND 98TH STREET
BOND PROJECT

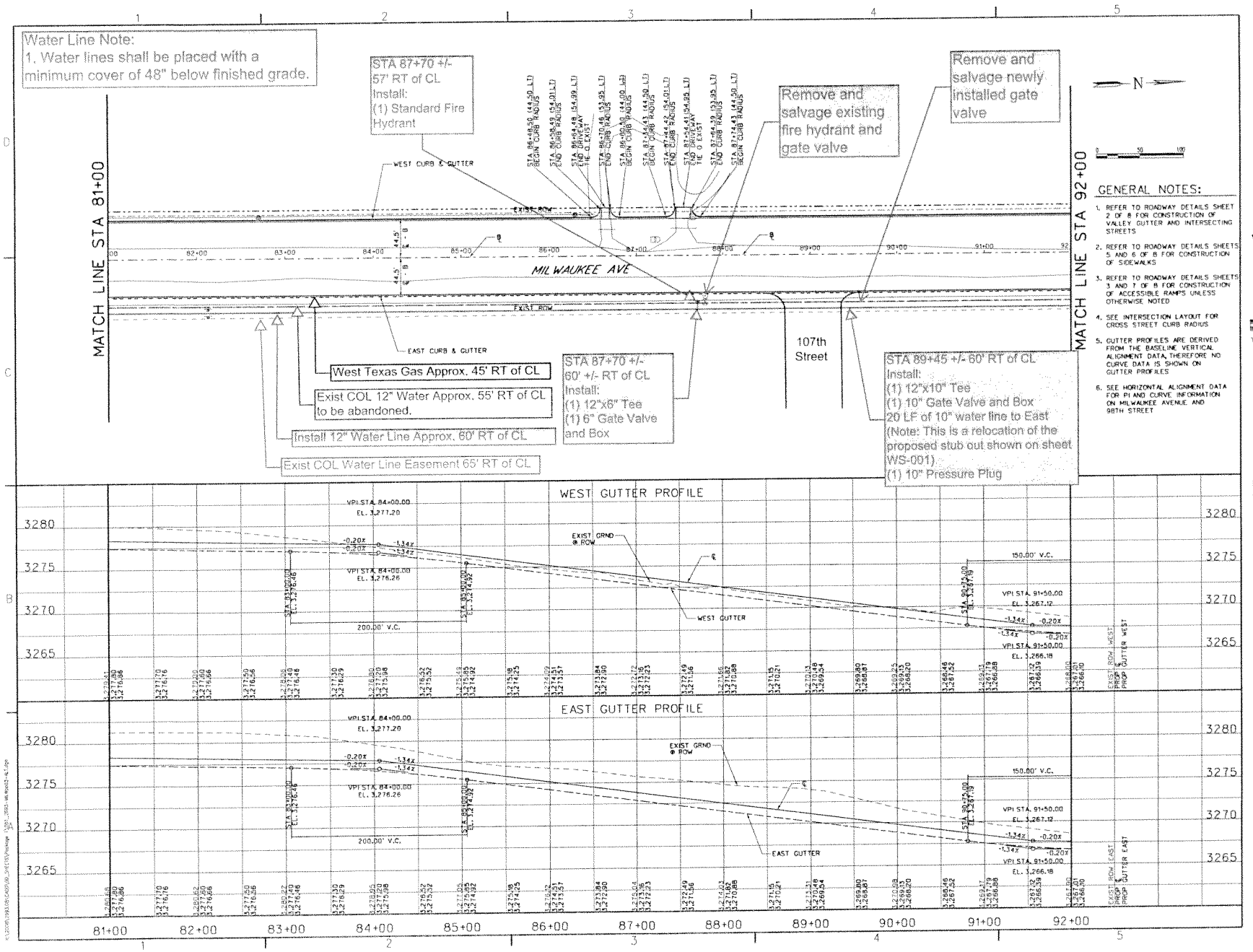
1625 13TH STREET
LUBBOCK, TEXAS
79401

KEY PLAN

NO DATE DESCRIPTION
ISSUING OFFICE: LUBBOCK PROJECT NO: 2693.08

12-INCH WATER LINE RELOCATION
SHEET 2 OF 4

WS 019



PSC
PARKHILL SMITH & COOPER

KERRY C. MILLER
67832
TBPE No. F-928
BID SET
10-7-13

city of lubbock TEXAS

CITY OF LUBBOCK
PAVING IMPROVEMENTS
MILWAUKEE AVENUE
AND 98TH STREET
BOND PROJECT

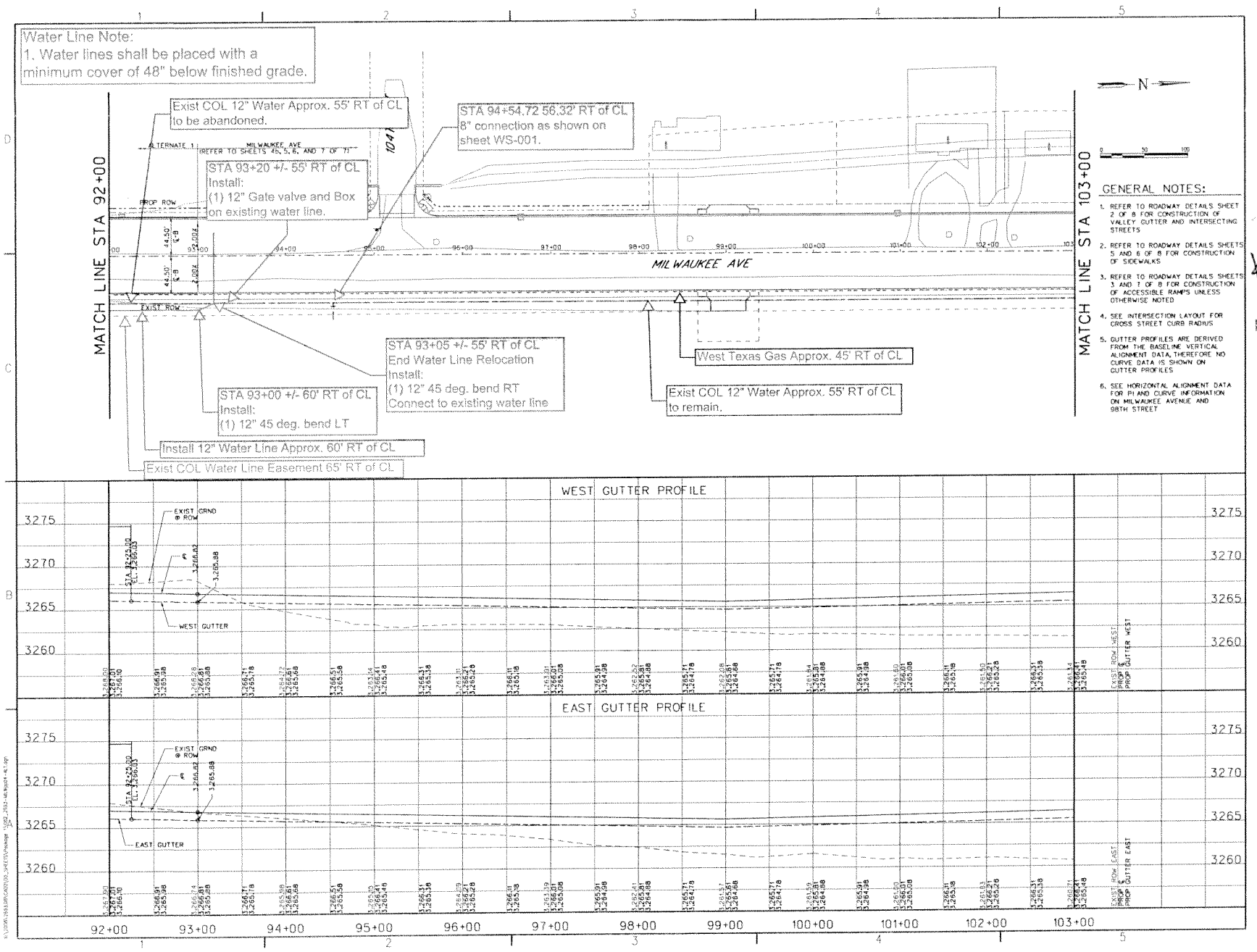
1625 13TH STREET
LUBBOCK, TEXAS
79401

KEY PLAN

NO. DATE DESCRIPTION
ISSUING OFFICE: LUBBOCK PROJECT NO. 2693.08

12-INCH WATER LINE RELOCATION
SHEET 3 OF 4

WS 020



PSC
PARKHILL SMITH & COOPER

JEREMY J. CARSON 109766 LICENSED PROFESSIONAL ENGINEER
TERRY C. MILLER 67832 REGISTERED PROFESSIONAL ENGINEER
TBPE No. F-926

BID SET

city of lubbock TEXAS

CITY OF LUBBOCK
PAVING IMPROVEMENTS
MILWAUKEE AVENUE
AND 98TH STREET
BOND PROJECT

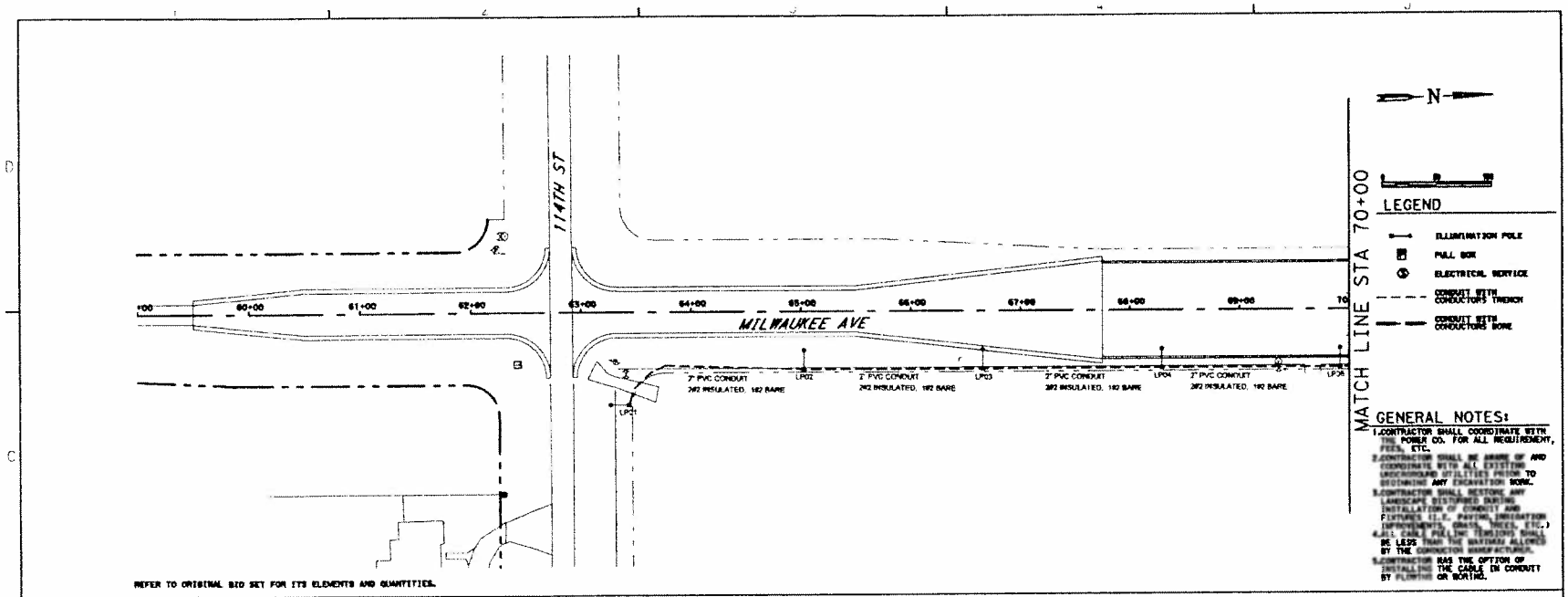
1625 13TH STREET
LUBBOCK, TEXAS
79401

KEY PLAN

NO DATE DESCRIPTION
ISSUING OFFICE: LUBBOCK PROJECT NO: 2693.08

12-INCH WATER LINE RELOCATION
SHEET 4 OF 4

WS 021



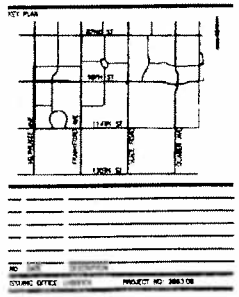
Kimley-Horn and Associates, Inc.
F-928

8/20/13
STATE OF TEXAS
DHRUVA LAHON
102185
LICENSED
PROFESSIONAL ENGINEER

city of lubbock TEXAS

CITY OF LUBBOCK
PAVING IMPROVEMENTS
MILWAUKEE AVENUE
AND 98TH STREET
BOND PROJECT

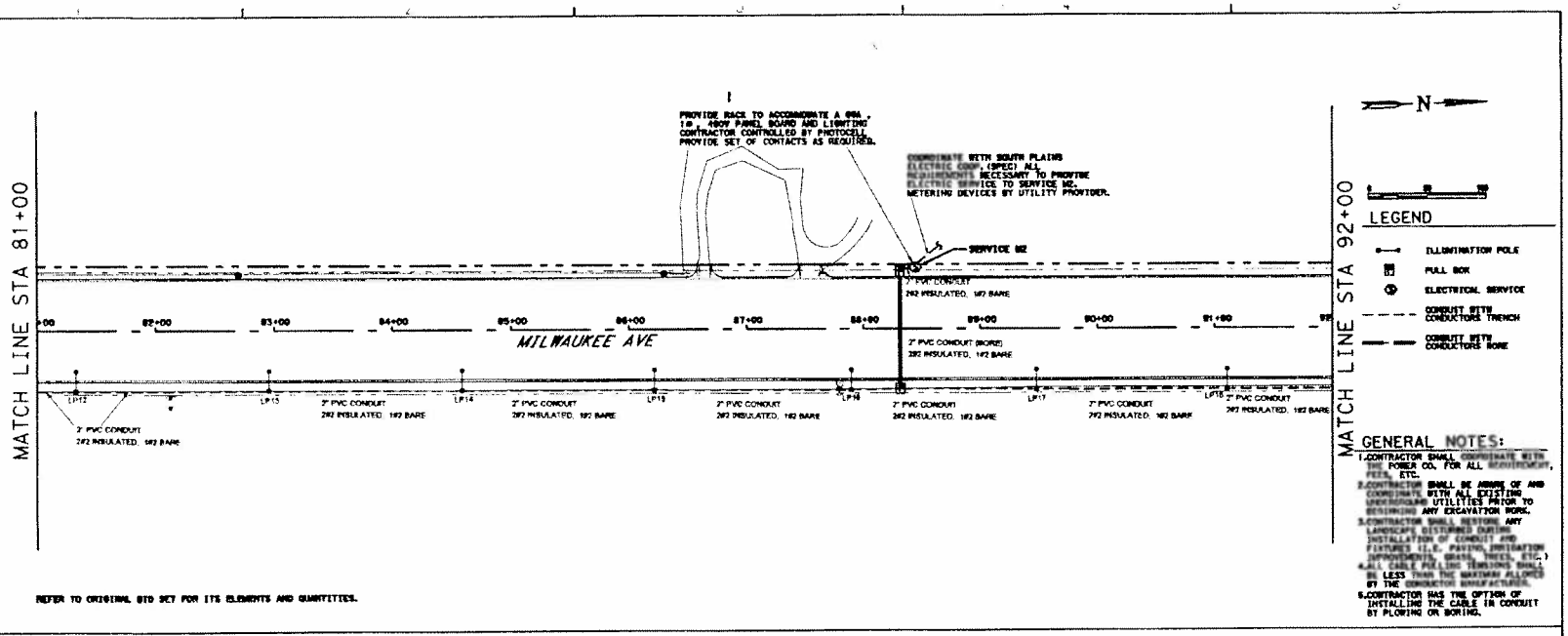
1626 13TH STREET
LUBBOCK, TEXAS
79401

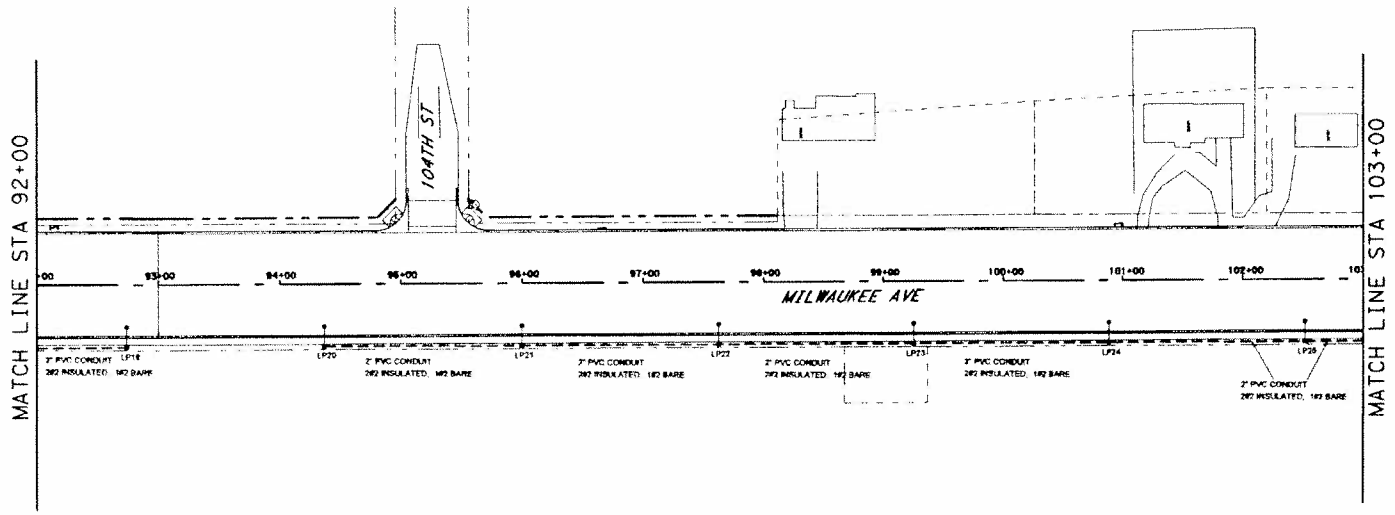


ILLUMINATION LAYOUT
MILWAUKEE AVENUE
SHEET 1 OF 4

(ALTERNATE 1)

150A





Kimley-Horn and Associates, Inc.
F-928

8/20/13
STATE OF TEXAS
DHRUVA LAHON
102185
LICENSED
PROFESSIONAL ENGINEER

city of lubbock TEXAS

CITY OF LUBBOCK
PAVING IMPROVEMENTS
MILWAUKEE AVENUE
AND 98TH STREET
BOND PROJECT

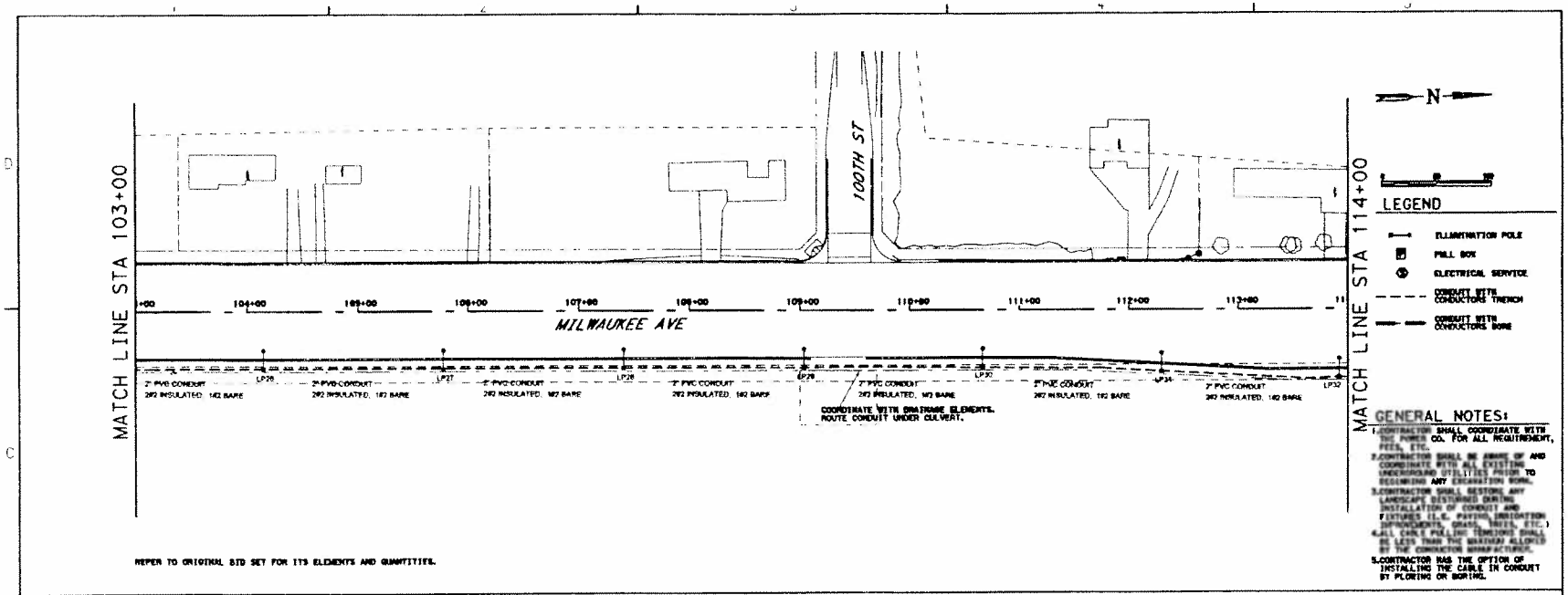
1628 13TH STREET
LUBBOCK, TEXAS
79401

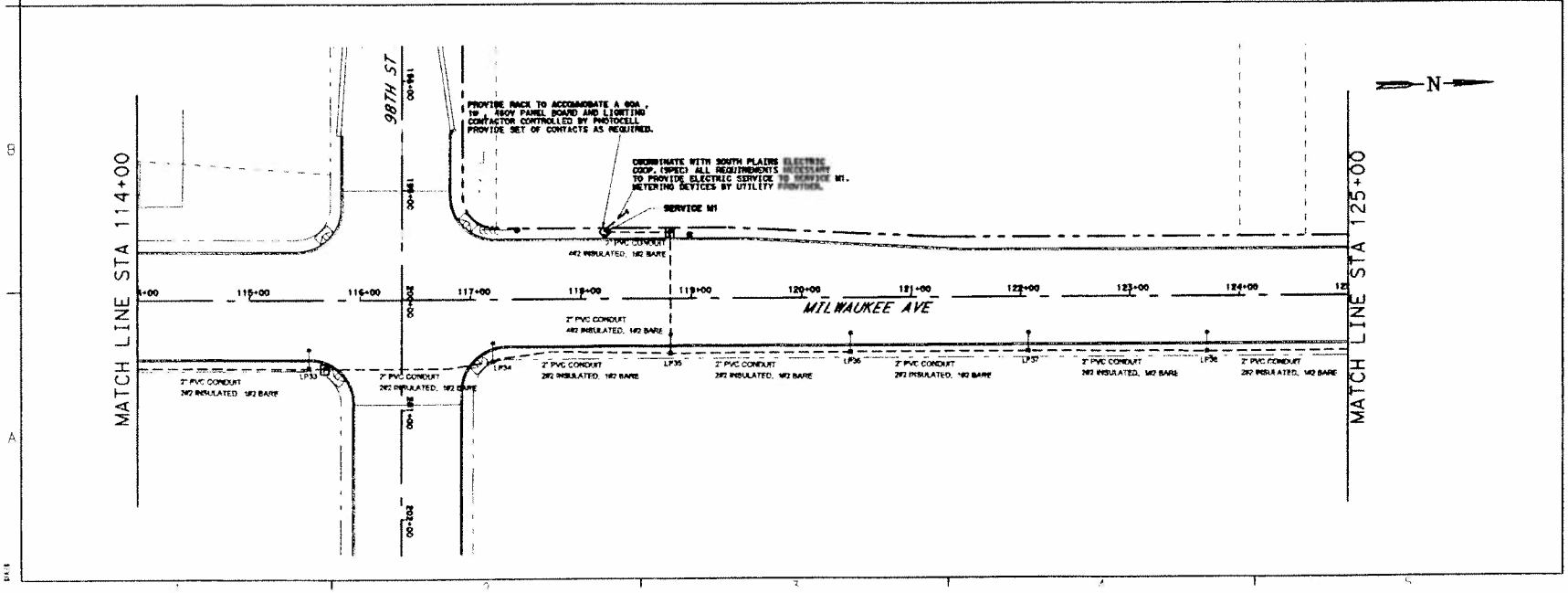
NO. DATE DESCRIPTION
PROJECT NO. 29810B

ILLUMINATION LAYOUT
MILWAUKEE AVENUE
SHEET 2 OF 4

(ALTERNATE 1)

151A





Kimley-Horn and Associates, Inc.
F-928

8/20/13
STATE OF TEXAS
DHRUVA LAHON
102185
LICENSED PROFESSIONAL ENGINEER

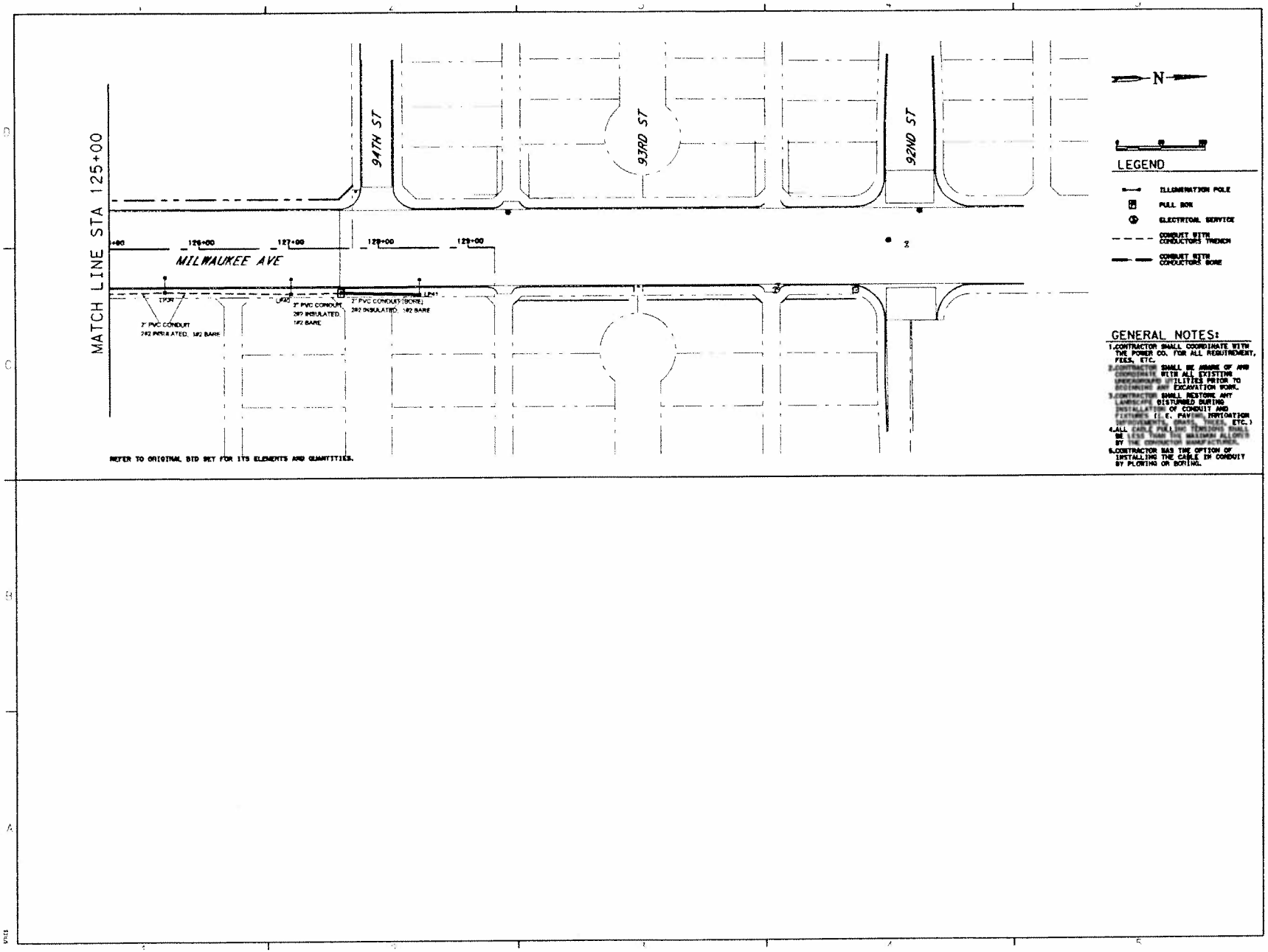
city of lubbock TEXAS

CITY OF LUBBOCK PAVING IMPROVEMENTS MILWAUKEE AVENUE AND 98TH STREET BOND PROJECT

1625 13TH STREET
LUBBOCK, TEXAS
79401

ILLUMINATION LAYOUT MILWAUKEE AVENUE SHEET 3 OF 4

152A



Kimley-Horn and Associates, Inc.
F-928

9/20/13
STATE OF TEXAS
DHRUVA LAHON
102185
LICENSED
PROFESSIONAL ENGINEER

city of lubbock TEXAS

CITY OF LUBBOCK
PAVING IMPROVEMENTS
MILWAUKEE AVENUE
AND 98TH STREET
BOND PROJECT

1625 13TH STREET
LUBBOCK, TEXAS
79401

CITY PLAN

NO. DATE DESCRIPTION
DRAWING OFFICE: LUBBOCK PROJECT NO: 098108

ILLUMINATION LAYOUT
MILWAUKEE AVENUE
SHEET 4 OF 4

153A

Illumination and ITS Quantities (Milwaukee Ave 1 of 4)		
Description	Unit	Quantity
Illumination Pole Assembly	EA	11
Pull Box (TY A)	EA	0
Electrical Service	EA	0
2" Conduit (Illumination - Trenched)	LF	1775
2" Conduit (Illumination - Bored)	LF	0
#2 Insulated Conductor	LF	3550
#2 Bare Conductor	LF	1775
Drill Shaft (Illumination pole, 30" DIA)	LF	88

Illumination and ITS Quantities (Milwaukee Ave 2 of 4)		
Description	Unit	Quantity
Illumination Pole Assembly	EA	14
Pull Box (TY A)	EA	2
Electrical Service	EA	1
2" Conduit (Illumination - Trenched)	LF	2095
2" Conduit (Illumination - Bored)	LF	100
#2 Insulated Conductor	LF	4390
#2 Bare Conductor	LF	2195
Drill Shaft (Illumination pole, 30" DIA)	LF	112

Illumination and ITS Quantities (Milwaukee Ave 3 of 4)		
Description	Unit	Quantity
Illumination Pole Assembly	EA	13
Pull Box (TY A)	EA	2
Electrical Service	EA	1
2" Conduit (Illumination - Trenched)	LF	2390
2" Conduit (Illumination - Bored)	LF	0
#2 Insulated Conductor	LF	5140
#2 Bare Conductor	LF	2390
Drill Shaft (Illumination pole, 30" DIA)	LF	104

Illumination and ITS Quantities (Milwaukee Ave 4 of 4)		
Description	Unit	Quantity
Illumination Pole Assembly	EA	3
Pull Box (TY A)	EA	1
Electrical Service	EA	0
2" Conduit (Illumination - Trenched)	LF	260
2" Conduit (Illumination - Bored)	LF	90
#2 Insulated Conductor	LF	700
#2 Bare Conductor	LF	350
Drill Shaft (Illumination pole, 30" DIA)	LF	24

Illumination and ITS Quantities (Totals)		
Description	Unit	Quantity
Illumination Pole Assembly	EA	41
Pull Box (TY A)	EA	5
Electrical Service	EA	2
2" Conduit (Illumination - Trenched)	LF	6520
2" Conduit (Illumination - Bored)	LF	190
#2 Insulated Conductor	LF	13780
#2 Bare Conductor	LF	6710
Drill Shaft (Illumination pole, 30" DIA)	LF	328

REFER TO ORIGINAL BID SET FOR ITS ELEMENTS AND QUANTITIES.

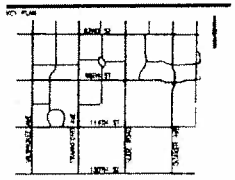
Kimley-Horn and Associates, Inc.
F-928

8/20/13
STATE OF TEXAS
DHRUVA LAHON
102185
LICENSED PROFESSIONAL ENGINEER

city of lubbock TEXAS

CITY OF LUBBOCK PAVING IMPROVEMENTS MILWAUKEE AVENUE AND 98TH STREET BOND PROJECT

1625 13TH STREET
LUBBOCK, TEXAS
78401



ILLUMINATION QUANTITIES SHEET 1 OF 1

(ALTERNATE 1)

155A

ELECTRICAL SERVICES SUMMARY FOR STREET LIGHTING

Elec. Service	Electrical Service Description	Main Ckt. Bkr. Pole/Amp	Two-Pole Contactor Amps	Panelbd/ Loadcenter Amp Rating	Circuit No.	Branch Ckt. Bkr. Pole/Amps	Branch Circuit Amps	KVA Load
M2	ELEC SERV TY A(240/480)060(NS)SS(E)SP(O)	2P/60	60	N/A	A	2P/50	38	22.1
					B	2P/15	8 (SPARE)	
M1	ELEC SERV TY A(240/480)060(NS)SS(E)SP(O)	2P/60	60	N/A	A	2P/40	32	21.1
					B	2P/15	12	

PROVIDE NEMA 3R ENCLOSURE.

SUMMARY OF LIGHT POLE DETAILS

SHEET NO.	LIGHT POLE #	ELEC. SERVICE	CIRCUIT	CHAIN	STN	OFFSET (FT)	SIDE
150A	LP01	M2	A	MILWAUKEE	63+43.0	64.1	RT
150A	LP02	M2	A	MILWAUKEE	65+02.7	51.7	RT
150A	LP03	M2	A	MILWAUKEE	66+65.8	51.7	RT
150A	LP04	M2	A	MILWAUKEE	68+28.8	51.6	RT
150A	LP05	M2	A	MILWAUKEE	69+91.8	51.7	RT
150A	LP06	M2	A	MILWAUKEE	71+54.8	52.0	RT
150A	LP07	M2	A	MILWAUKEE	73+17.8	52.0	RT
150A	LP08	M2	A	MILWAUKEE	74+80.8	52.1	RT
150A	LP09	M2	A	MILWAUKEE	76+43.8	51.8	RT
150A	LP10	M2	A	MILWAUKEE	78+06.8	52.0	RT
150A	LP11	M2	A	MILWAUKEE	79+69.8	52.0	RT
151A	LP12	M2	A	MILWAUKEE	81+32.8	51.5	RT
151A	LP13	M2	A	MILWAUKEE	82+95.8	51.2	RT
151A	LP14	M2	A	MILWAUKEE	84+58.8	51.3	RT
151A	LP15	M2	A	MILWAUKEE	86+21.8	51.3	RT
151A	LP16	M2	A	MILWAUKEE	87+80.4	51.6	RT
151A	LP17	M2	A	MILWAUKEE	89+47.8	51.6	RT
151A	LP18	M2	A	MILWAUKEE	91+10.8	51.9	RT
151A	LP19	M2	A	MILWAUKEE	92+73.8	51.8	RT
151A	LP20	M1	A	MILWAUKEE	94+36.8	51.7	RT
151A	LP21	M1	A	MILWAUKEE	95+99.7	51.7	RT
151A	LP22	M1	A	MILWAUKEE	97+62.7	51.6	RT
151A	LP23	M1	A	MILWAUKEE	99+25.7	51.6	RT
151A	LP24	M1	A	MILWAUKEE	100+88.7	51.6	RT
151A	LP25	M1	A	MILWAUKEE	102+51.7	51.7	RT
152A	LP26	M1	A	MILWAUKEE	104+14.7	51.7	RT
152A	LP27	M1	A	MILWAUKEE	105+77.7	51.7	RT
152A	LP28	M1	A	MILWAUKEE	107+40.7	51.6	RT
152A	LP29	M1	A	MILWAUKEE	109+03.7	51.5	RT
152A	LP30	M1	A	MILWAUKEE	110+66.7	51.6	RT
152A	LP31	M1	A	MILWAUKEE	112+29.7	55.9	RT
152A	LP32	M1	A	MILWAUKEE	113+92.5	61.5	RT
152A	LP33	M1	A	MILWAUKEE	115+53.7	61.7	RT
152A	LP34	M1	A	MILWAUKEE	117+20.1	56.1	RT
152A	LP35	M1	A	MILWAUKEE	118+81.3	49.4	RT
152A	LP36	M1	B	MILWAUKEE	120+44.3	48.6	RT
152A	LP37	M1	B	MILWAUKEE	122+07.2	48.9	RT
152A	LP38	M1	B	MILWAUKEE	123+70.2	49.8	RT
153A	LP39	M1	B	MILWAUKEE	125+61.9	48.4	RT
153A	LP40	M1	B	MILWAUKEE	127+02.5	50.5	RT
153A	LP41	M1	B	MILWAUKEE	128+45.8	51.7	RT

USE INSTRD IL AM(TY ST)40T - 8 (4 KW) S WITH AMERICAN ELECTRIC LIGHTING FIXTURE 315-40-S-CA-480-R3-DG-4B-NR OR APPROVED EQUAL. LAMPS SHALL BE 3500 KELVIN UNLESS OTHERWISE NOTED.
PROVIDE TRANSFORMER HOUSING TYPE BASE WITH AN INTEGRAL HAND HOLE AND BREAKAWAY COUPLING MEETING AASHTO SPECS.
MEET NESC CLEARANCE REQUIREMENTS. FIELD CHECK CLEARANCES AND RELOCATE LIGHT POLES AS NECESSARY WITH CITY'S APPROVAL.
USE TXDOT RID (FND)-11 STANDARD FOR LIGHT POLE FOUNDATIONS. FOUNDATION DEPTH SHALL BE 8' MINIMUM.
USE ANCHOR BOLTS, NUTS, WASHERS, AND TEMPLATE PROVIDED BY MANUFACTURER (SUBSIDIARY TO LIGHT POLE).
CONTRACTOR SHALL COORDINATE WITH OWNER REGARDING OTHER LIGHT POLE REQUIREMENTS.
CONTRACTOR SHALL VERIFY POLE HEIGHT IN A SUBMITTAL TO ENGINEER PRIOR TO ORDERING POLES.

Kimley-Horn and Associates, Inc.
F-928

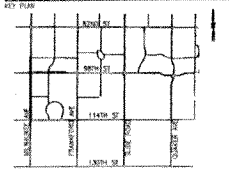
8/20/13
STATE OF TEXAS
DHRUVA LAHON
102185
LICENSED
PROFESSIONAL ENGINEER
Dhruva Lahon

city of lubbock TEXAS

CITY OF LUBBOCK
PAVING IMPROVEMENTS
MILWAUKEE AVENUE
AND 98TH STREET
BOND PROJECT

1625 13TH STREET
LUBBOCK, TEXAS
79401

KEY PLAN



NO.	DATE	DESCRIPTION

ISSUING OFFICE: LUBBOCK PROJECT NO: 069308

LIGHTING SCHEDULES

(ALTERNATE 1)

City of Lubbock, TX
Capital Project
Project Cost Detail
October 24, 2013

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

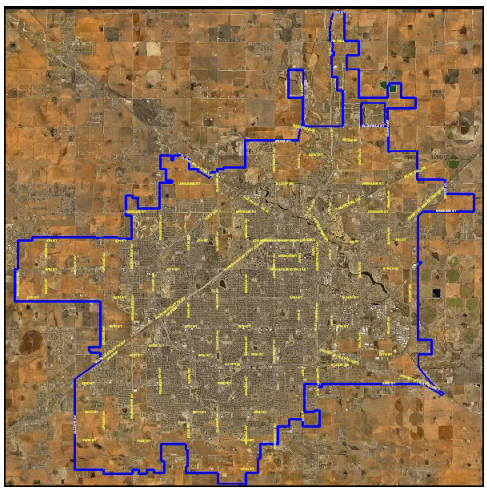
	Budget
Encumbered/Expended	
City of Lubbock Staff	$ 219,805
Advertisement	673
Professional Services	5,961
Hugo Reed & Associates	2,229
Water Line Improvements	305,014
Alan Butler	479,173
HD Weaver Ditching	31,604
Mickie Services Company	12,900
Wright Construction	475,036
Armor Asphalt	1,337
Lewis Construction	156,999
FM 1585 Water Line: From Milwaukee to Iola Ave.	134,393
Sewer Line Improvements	45,396
L. Howard Construction	174,763
Agenda Items October 24, 2013	
Allen Butler Construction, Inc. Change Order 1	207,362
Encumbered/Expended to Date	2,252,645
Estimated Costs for Remaining Appropriation	
Water System Improvements	1,669,355
Remaining Appropriation	1,669,355
Total Appropriation To Date	$ 3,922,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

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

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

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	3,122,000	800,000	460,000	460,000	500,000	500,000	500,000	6,342,000
Total Project Appropriation	3,122,000	800,000	460,000	460,000	500,000	500,000	500,000	6,342,000

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
2003 Tax and Waterworks Revenue CO's	112,000	0	0	0	0	0	0	112,000
FY 2007 10-year Tax Supported CO's	300,000	0	0	0	0	0	0	300,000
FY 2007 Water Revenue CO's	360,000	0	0	0	0	0	0	360,000
FY 2008 Water Revenue CO's	1,100,000	0	0	0	0	0	0	1,100,000
FY 2010 Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2014 Water Revenue CO's	0	800,000	0	0	0	0	0	800,000
FY 2015 Water Revenue CO's	0	0	460,000	0	0	0	0	460,000
FY 2016 Water Revenue CO's	0	0	0	460,000	0	0	0	460,000
FY 2017 Water Revenue CO's	0	0	0	0	500,000	0	0	500,000
FY 2018 Water Revenue CO's	0	0	0	0	0	500,000	0	500,000
FY 2019 Water Revenue CO's	0	0	0	0	0	0	500,000	500,000
Total Funding Sources	3,122,000	800,000	460,000	460,000	500,000	500,000	500,000	6,342,000

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

Meeting Date: 10/24/2013

Information

Agenda Item

Ordinance 2013-O0096 2nd Reading – Right-of-Way: An ordinance abandoning and closing a portion of a 10' water line easement located in Block AK, Section 27.

Item Summary

On October 10, 2013, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a portion of a 10' water line easement located in Block AK, Section 27. The closure is just west of Rochester Avenue and 93rd Street. The easement closure is due to the platting of new lots in this area.

Water Engineering is in agreement with this easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Water Line Easement

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A WATER LINE EASEMENT, LOCATED IN BLOCK AK, SECTION 27, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE: DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2013.

Passed by the City Council on second reading this_____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Easements-Block AK, Section 27.ord
09.20.2013

EXHIBIT

tabbies

"A"

STEVENS SURVEYING CO
noa Ave. Suite A Lubbock TX. 79424
Phone: 806-687-1569 Fax: 806-687-1569
E-mail: stevenssurvey@hotmail.com

DESCRIPTION OF A PORTION OF A
WATER LINE EASEMENT TO BE CLOSED IN
SECTION 27, BLOCK AK, ABST. NO. 245, LUBBOCK COUNTY, TEXAS

A PORTION OF A WATER LINE EASEMENT, TO BE CLOSED, SITUATED IN SECTION 27, BLOCK AK, ABST. 245, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN WATER LINE EASEMENT DESCRIBED IN COUNTY CLERK'S FILE NUMBER 2012002506 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, THE PORTION OF SAID EASEMENT BEING SITUATED WITHIN LOT 385 OF THE PROPOSED PLAT OF QUINCY PARK, LOTS 347 THROUGH 403 AND LOTS 347-B THROUGH 352-B, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE MOST NORTHERLY LINE OF SAID WATER LINE EASEMENT AND THE WEST LINE OF SAID LOT 385, SAME BEING THE EAST RIGHT-OF-WAY LINE OF AN ALLEY TO BE DEDICATED WITH THE PLAT OF SAID QUINCY PARK, LOTS 347 THROUGH 403 AND LOTS 347-B THROUGH 352-B, FOR THE NORTHWEST CORNER OF THE PORTION OF THIS EASEMENT TO BE CLOSED, WHENCE A 1/2" IRON ROD WITH A CAP FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 27 BEARS S. 01° 59' 52" W. A DISTANCE OF 1865.21 FEET AND N. 88° 00' 08" W. A DISTANCE OF 977.90 FEET;

THENCE N. 61° 51' 13" W. A DISTANCE OF 3.76 FEET TO THE MOST NORTHERLY NORTHEAST CORNER OF SAID WATER LINE EASEMENT FOR THE NORTHEAST CORNER OF THE PORTION OF THIS EASEMENT TO BE CLOSED;

THENCE S. 28° 08' 47" E., ALONG THE MOST WESTERLY EAST LINE OF SAID WATER LINE EASEMENT, A DISTANCE OF 19.33 FEET TO A POINT IN AN ALLEY CHAMFER AND THE SOUTHWEST LINE OF SAID LOT 385 FOR THE SOUTHEAST CORNER OF THE PORTION OF THIS EASEMENT TO BE CLOSED;

THENCE N. 72° 00' 53" W., ALONG SAID ALLEY CHAMFER, A DISTANCE OF 5.99 FEET TO THE MOST WESTERLY SOUTHWEST CORNER OF SAID LOT 385 FOR THE SOUTHWEST CORNER OF THE PORTION OF THIS EASEMENT TO BE CLOSED;

THENCE N. 26° 38' 43" W., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ALLEY AND THE WEST LINE OF SAID LOT 385, A DISTANCE OF 15.01 FEET TO THE POINT OF BEGINNING; BEARINGS ARE GRID BEARINGS RELATIVE TO THE TEXAS COORDINATE SYSTEM, TXNC ZONE, NAD83 (CORS96), MEASURED ALONG THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE, AS MONUMENTED ON THE GROUND. CONVERGENCE ANGLE = ¯01° 53' 40" (TO GEODETIC BEARINGS).

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

SURVEYED SEPTEMBER 17, 2013

NORRIS STEVENS
R.P.L.S. 4339

STATE OF TEXAS
REGISTERED
NORRIS STEVENS
4339
LICENSED
LAND SURVEYOR
9/20/2013

SURVEYOR'S REPORT:

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

130427FP WATER LINE ESMT

Proposed Closing of a Portion of a 10' wide Underground Water Line Easement as Dedicated by CCFN 2012002506 Located Adjacent to Quincy Park Addition, North of 93rd Street and West of Rochester Avenue

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

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

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Farmers Cooperative Compress, regarding the acquisition of right-of-way for the South Loop Sanitary Sewer Extension Phase 1. Easement being out of Block B, Section 4.

Item Summary

Lubbock has experienced significant growth in the south and southwest regions of the existing wastewater collection system. Population growth in south and southwest Lubbock created a need for additional conveyance capacity from 98th Street and Avenue P to the Water Reclamation Plant. These improvements were first recommended in the 2009 Wastewater Master Plan. The City is acquiring right-of-way for construction of a large diameter sanitary sewer associated with the South Lubbock Sanitary Sewer Extension Phase 1.

The purchase price is $1,164 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $1,164 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Easement - Farmer Cooperative Compress

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 4, Block B, Lubbock, Lubbock County, Texas, and related documents. Said Easement 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.

THAT the consideration for the Easement shall be $1164.00 and that any closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

RES.Easement.Section 4.Blk B
10.2.13

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

FARMER'S COOPERATIVE COMPRESS, hereinafter referred to as GRANTOR, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on xExhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards,

licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, at Grantee's option, be either burned on site, buried, or removed by Grantee from Grantor's property and disposed of properly. If such debris is burned on site, the Grantee shall have constant watch over burn piles with adequate fire fighting equipment on site.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The ~~expense of recording this Easement shall be borne by Grantor~~. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

14. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

15. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

16. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

17. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

20. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

21. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

22. This instrument may be executed in multiple counterparts and the signature pages and acknowledgment pages combined to form one document for recording purposes..

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

EXECUTED this 24th day of September, 2013 ("Effective Date").

GRANTOR:

FARMER'S COOPERATIVE COMPRESS

By: _____

Title: President

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Ron Harkey, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of FARMER'S COOPERATIVE COMPRESS.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of September, 2013.

JIM HUNLEY
Notary Public, State of Texas
My Commission Expires
February 17, 2016

_____
Notary Public in and for the State of Texas

My Commission Expires: 2-17-16

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

_____

_____

APPROVED AS TO FORM:

_____

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, by _____,

_____

Notary Public, State of Texas

_____

Printed Name of Notary
My commission expires: _____

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____

Notary Public, State of _____

_____

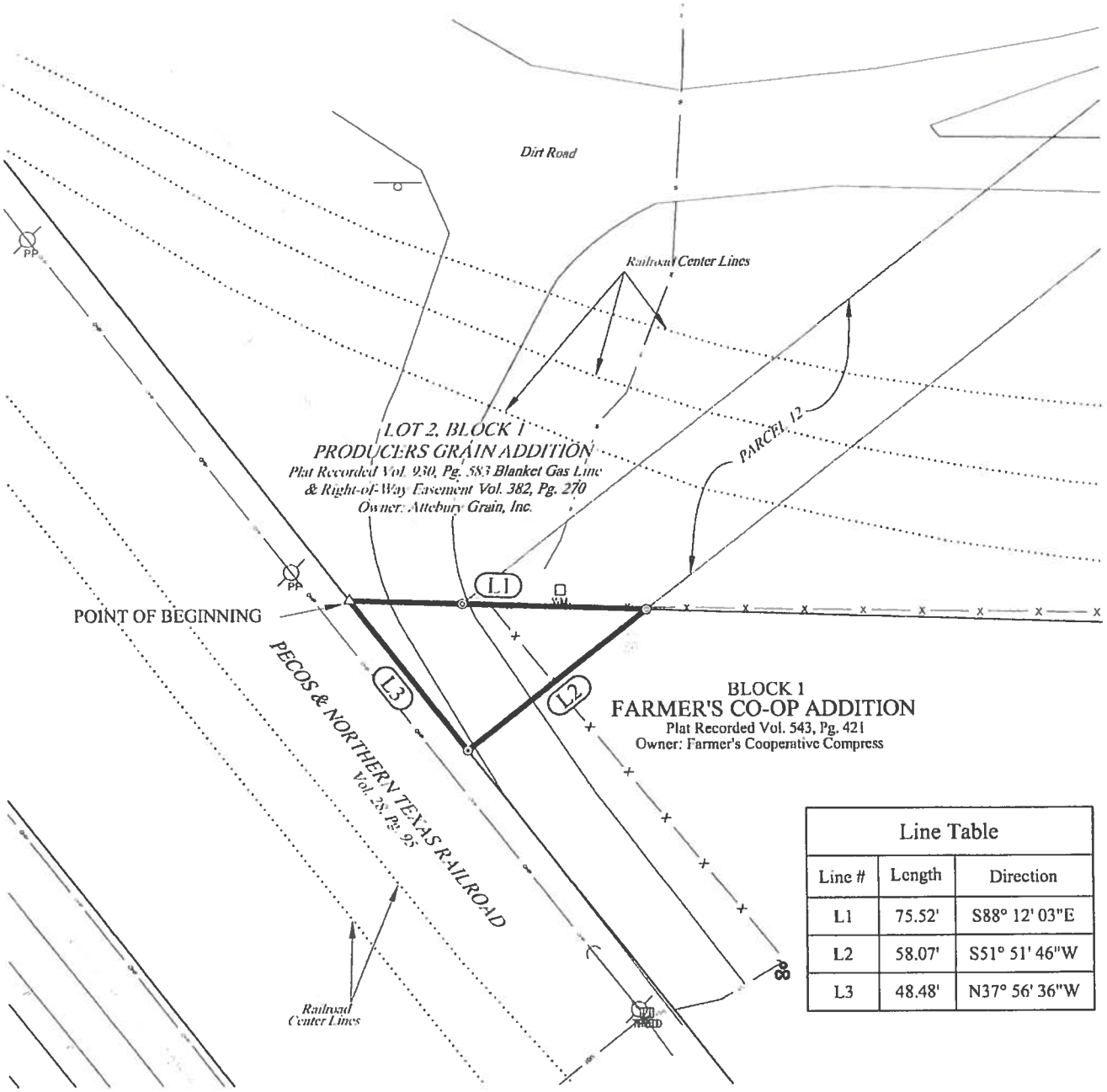
Printed Name of Notary
My commission expires: _____

South Lubbock Sanitary Sewer Extension
Parcel No. 13
PERIMETER SURVEY OF A 0.032 ACRE TRACT LOCATED IN

SECTION 4, BLOCK B

LUBBOCK COUNTY, TEXAS

SCALE : 1"=40'



Line Table		
Line #	Length	Direction
L1	75.52'	S88° 12' 03"E
L2	58.07'	S51° 51' 46"W
L3	48.48'	N37° 56' 36"W

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
July 25, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
△ - FOUND 1" IRON PIPE
◉ - FOUND 1/2" ROD W/CAP
⊙ - SET 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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South Lubbock Sanitary Sewer Extension
Parcel No. 13
PERIMETER SURVEY OF A 0.032 ACRE TRACT LOCATED IN

SECTION 4, BLOCK B

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.032 acre parcel located in Block 1, Farmer's Co-Op Addition, to the City of Lubbock, Texas, a subdivision of tracts out of Section 4, Block B, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 543, Page 421, Deed Records, Lubbock County, Texas being further described as follows:

BEGINNING at a 3/4" iron pipe found for the Northwest corner of said Farmers Co-Op Addition and for the Southwest corner of Lot 2, Block 1, Producers Grain Addition, to the City of Lubbock, Texas, a subdivision of tracts out of Section 4, Block B, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 930, Page 583, Deed Records, Lubbock County, Texas, and for the Northwest corner of this parcel;

THENCE S. 88°12'03" E. along the South line of said Lot 2, Block 1, Producers Grain Addition and the North line of said Block 1, Farmers Co-Op Addition a distance of 75.52 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 51°51'46" W. a distance of 58.07 feet to a 1/2" iron rod with cap set in the West line of said Block 1, Farmers Co-Op Addition and the East line of Pecos & Northern Texas Railroad tract described in Volume 28, Page 95, Deed Records, Lubbock County, Texas, for the Southern corner of this parcel;

THENCE N. 37°56'36" W. along the common line of said Block 1, Farmers Co-Op Addition and said Pecos & Northern Texas Railroad tract a distance of 48.48 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
July 25, 2012

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

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

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

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Jim S. Lara and Juanita C. Lara regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

Item Summary

Lubbock has experienced significant growth in the south and southwest regions of the existing wastewater collection system. Population growth in south and southwest Lubbock created a need for additional conveyance capacity from 98th Street and Avenue P to the Water Reclamation Plant. These improvements were first recommended in the 2009 Wastewater Master Plan. The City is acquiring right-of-way for construction of a large diameter sanitary sewer associated with the South Lubbock Sanitary Sewer Extension Phase 1.

The purchase price is $2,600 plus closing with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $2,600 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Dedication Deed - Lara

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock a Street and Public Use Dedication Deed, as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 8, Block E, Lubbock, Lubbock County, Texas, and related documents. Said Deed 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.

THAT the purchase price for the Street and Public Use Dedication Deed shall be $2,600.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Dedication Deed-Lara
October 2, 2013

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT Jim S. Lara and Juanita C. Lara, herein called "Grantor", whether one or more, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 2nd day of October, 2013.

Jim S. Lara

Juanita C. Lara

THE STATE OF TEXAS §

COUNTY OF ~~10/2/13~~ Lubbock

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Jim S. Lara and Juanita C. Lara, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 2 day of October, 2013.

TIFFANY PADILLA
Notary Public, State of Texas
My Commission Expires
August 21, 2017

Notary Public in and for the State of Texas

My Commission Expires: 8/21/2017

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That _____duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said _____has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on _____, 2013.

_____

By: _____
Printed Name: _____

This instrument was acknowledged before me on _____, 2013, by _____, as _____of _____, and in the capacity therein stated.

_____
Notary Public, State of Texas

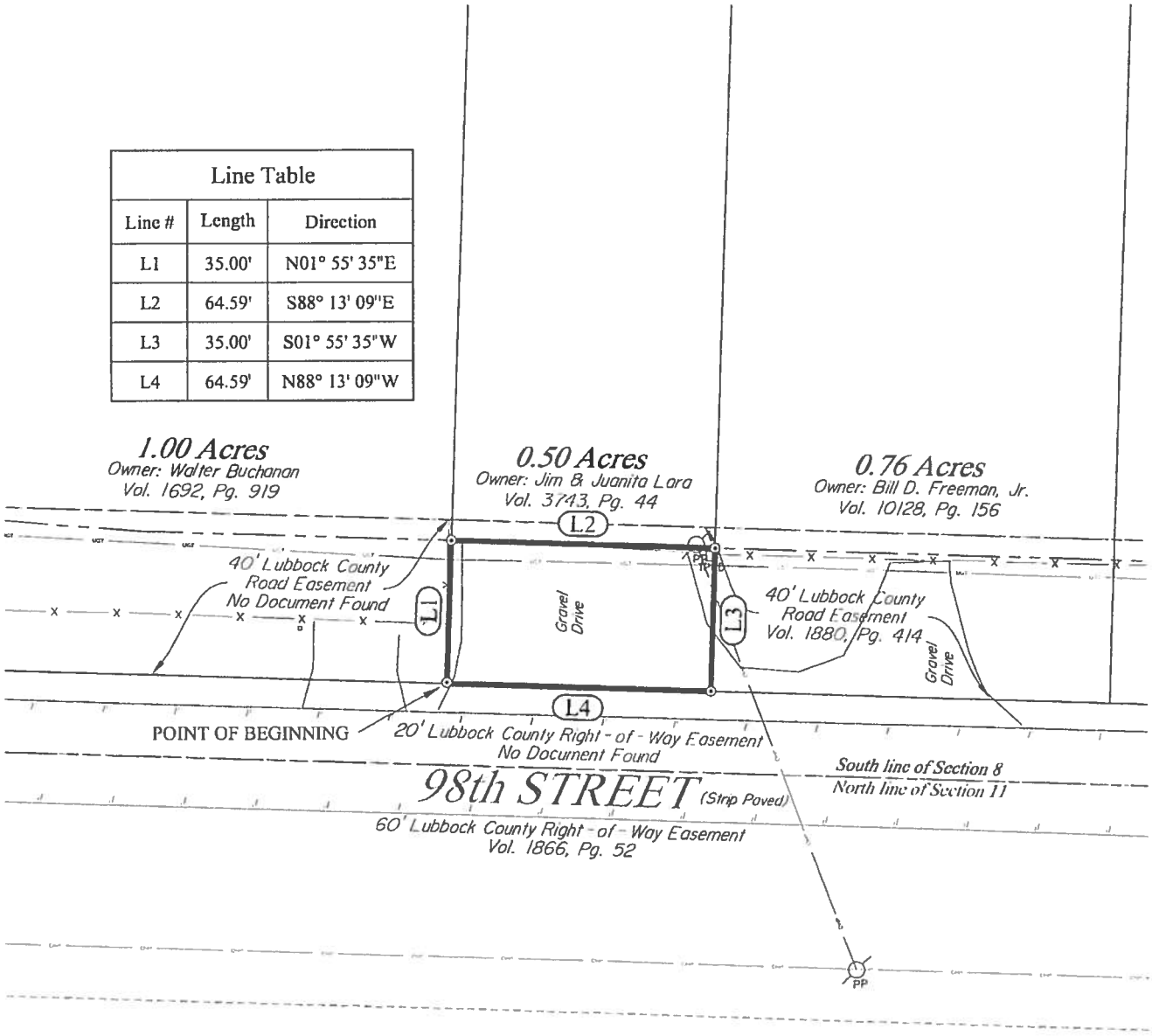
South Lubbock Sanitary Sewer Extension
Parcel No. 45
PERIMETER SURVEY OF A 0.052 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

SCALE : 1"=40'

Line Table		
Line #	Length	Direction
L1	35.00'	N01° 55' 35"E
L2	64.59'	S88° 13' 09"E
L3	35.00'	S01° 55' 35"W
L4	64.59'	N88° 13' 09"W



Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
April 30, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

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

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South Lubbock Sanitary Sewer Extension
Parcel No. 45
PERIMETER SURVEY OF A 0.052 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.052 acre tract located in Sections 8, Block E, Lubbock County, Texas, being a portion of a 0.50 acre tract described in Volume 3743, Page 44, Real Property Records, Lubbock County, Texas, and being further described as follows:

BEGINNING at a 1/2" iron rod set for the Southwest corner of said 0.50 acre tract and for the Southeast corner of a 1.00 acre tract described in Volume 1692, Page 919, Deed Records, Lubbock County, Texas, and in the South line of a 40 foot road easement to Lubbock County described in Volume 1880, Page 414, Deed Records, Lubbock County, Texas, which bears S. 88°13'09" E. a distance of 576.35 feet and N. 01°46'51" E. a distance of 20.00 feet from the Southwest corner of Section 8, Block E, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°55'35" E. along the common line of said 0.50 acre tract and said 1.00 acre tract a distance of 35.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°13'09" E. a distance of 64.59 feet to a 1/2" iron rod with cap set in the East line of said 0.50 acre tract and the West line of a 0.76 acre tract described in Volume 10128, Page 156, Official Public Records , Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°55'35" W. along the common line of said 0.50 acre tract and said 0.76 acre tract a distance of 35.00 feet to a 1/2" iron rod with cap set for the Southeast corner of said 0.50 acre tract and for the Southwest corner of said 0.76 acre tract and for the Southeast corner of this parcel;

THENCE N. 88°13'09" W. along the common South line of said 0.50 acre tract and said 40 foot road easement a distance of 64.59 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
April 30, 2012

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Rosemary Stidham regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

Item Summary

Lubbock has experienced significant growth in the south and southwest regions of the existing wastewater collection system. Population growth in south and southwest Lubbock created a need for additional conveyance capacity from 98th Street and Avenue P to the Water Reclamation Plant. These improvements were first recommended in the 2009 Wastewater Master Plan. The City is acquiring right-of-way for construction of a large diameter sanitary sewer associated with the South Lubbock Sanitary Sewer Extension Phase 1.

The purchase price is $3,852 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $3,852 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Dedication Deed - Stidham

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock a Street and Public Use Dedication Deed, as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 8, Block E, Lubbock, Lubbock County, Texas, and related documents. Said Deed 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.

THAT the purchase price for the Street and Public Use Dedication Deed shall be $3,852.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Dedication Deed-Stidham
October 2, 2013

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT Rosemary Stidham, herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 11 day of September, 2013.

Rosemary Stidham

Rosemary Stidham

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Rosemary Stidham, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of September, 2013.

Patricia A. Hall

Notary Public in and for the State of Texas

My Commission Expires: 3-23-17

PATRICIA A. HALL
Notary Public, State of Texas
My Commission Expires 03-23-2017

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That _____duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said _____has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on _____, 2013.

_____

By: _____
Printed Name: _____

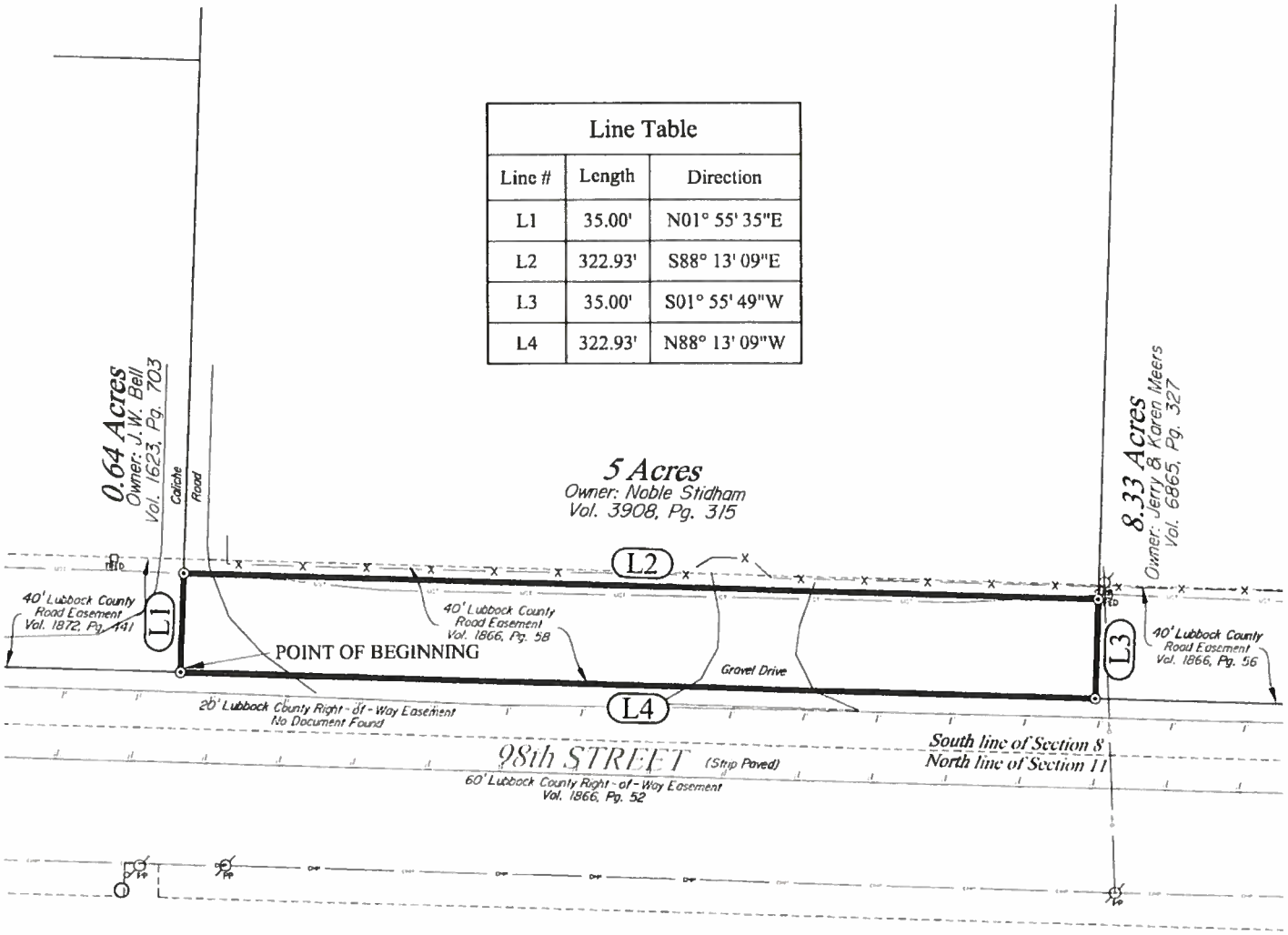
This instrument was acknowledged before me on _____, 2013, by _____, as _____of _____, and in the capacity therein stated.

_____
Notary Public, State of Texas

South Lubbock Sanitary Sewer Extension
Parcel No. 39
PERIMETER SURVEY OF A 0.260 ACRE TRACT LOCATED IN
SECTION 8, BLOCK E
LUBBOCK COUNTY, TEXAS

SCALE : 1"=60'

Line Table		
Line #	Length	Direction
L1	35.00'	N01° 55' 35"E
L2	322.93'	S88° 13' 09"E
L3	35.00'	S01° 55' 49"W
L4	322.93'	N88° 13' 09"W



Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
May 23, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

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

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South Lubbock Sanitary Sewer Extension
Parcel No. 39
PERIMETER SURVEY OF A 0.260 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.260 acre parcel located in Sections 8, Block E, Lubbock County, Texas, being a portion of a 5 acre tract described in Volume 3908, Page 315, Real Property Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for the Southwest corner of said 5 acre tract, for the Southeast corner of a 0.64 acre tract described in Volume 1623, Page 703, Deed Records, Lubbock County, Texas, and for the Southwest corner of a 40 foot road easement to Lubbock County as described in Volume 1866, Page 58, Deed Records, Lubbock County, Texas, which bears S. 88°13'09" E. a distance of 1286.79 feet and N. 01°46'51" E. a distance of 20.00 feet from the Southwest corner of Section 8, Block E, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°55'35" E. along the common line of said 5 acre tract, said 0.64 acre tract and said 40 foot road easement a distance of 35.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°13'09" E. a distance of 322.93 feet to a 1/2" iron rod with cap set in the East line of said 5 acre tract and said 40 foot road easement, also being in the West line of a 8.33 acre tract as described in Volume 6865, Page 327, Real Property Records, Lubbock County, Texas, and in the East line of a 40 foot road easement to Lubbock County as described in Volume 1866, Page 56, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°55'49" W. along the common line of said 5 acre tract, said 8.33 acre tract and said 40 foot road easements a distance of 35.00 feet to a 1/2" iron rod with cap set for the Southeast corner of said 5 acre tract, for the Southeast corner of said 40 foot road easement, for the Southwest corner of said 8.33 acre tract and for the Southeast corner of this parcel;

THENCE N. 88°13'09" W. along the common South line of said 5 acre tract and said 40 foot road easement, being parallel with the common line of said Sections 8 and 11, Block E, a distance of 322.93 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
May 23, 2012

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

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

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

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Ryan R. Robinson regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 7.

Item Summary

Lubbock has experienced significant growth in the south and southwest regions of the existing wastewater collection system. Population growth in south and southwest Lubbock created a need for additional conveyance capacity from 98th Street and Avenue P to the Water Reclamation Plant. These improvements were first recommended in the 2009 Wastewater Master Plan. The City is acquiring right-of-way for construction of a large diameter sanitary sewer associated with the South Lubbock Sanitary Sewer Extension Phase 1.

The purchase price is $1,443 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $1,443 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Dedication Deed - Robinson

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock a Street and Public Use Dedication Deed, as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 7, Block E, Lubbock, Lubbock County, Texas, and related documents. Said Deed 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.

THAT the purchase price for the Street and Public Use Dedication Deed shall be $1,443.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Dedication Deed-Robinson
October 2, 2013

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT Ryan R. Robinson, herein called "Grantor", for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 20 day of September, 2013.

Ryan R. Robinson

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Ryan R. Robinson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20 day of September, 2013.

ROBERT TARR NOTARY PUBLIC STATE OF TEXAS EXPIRES 9-10-2016

Notary Public in and for the State of Texas

My Commission Expires: 9-10-16

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That _____duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said _____has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on _____, 2012.

_____

By: _____
Printed Name: _____

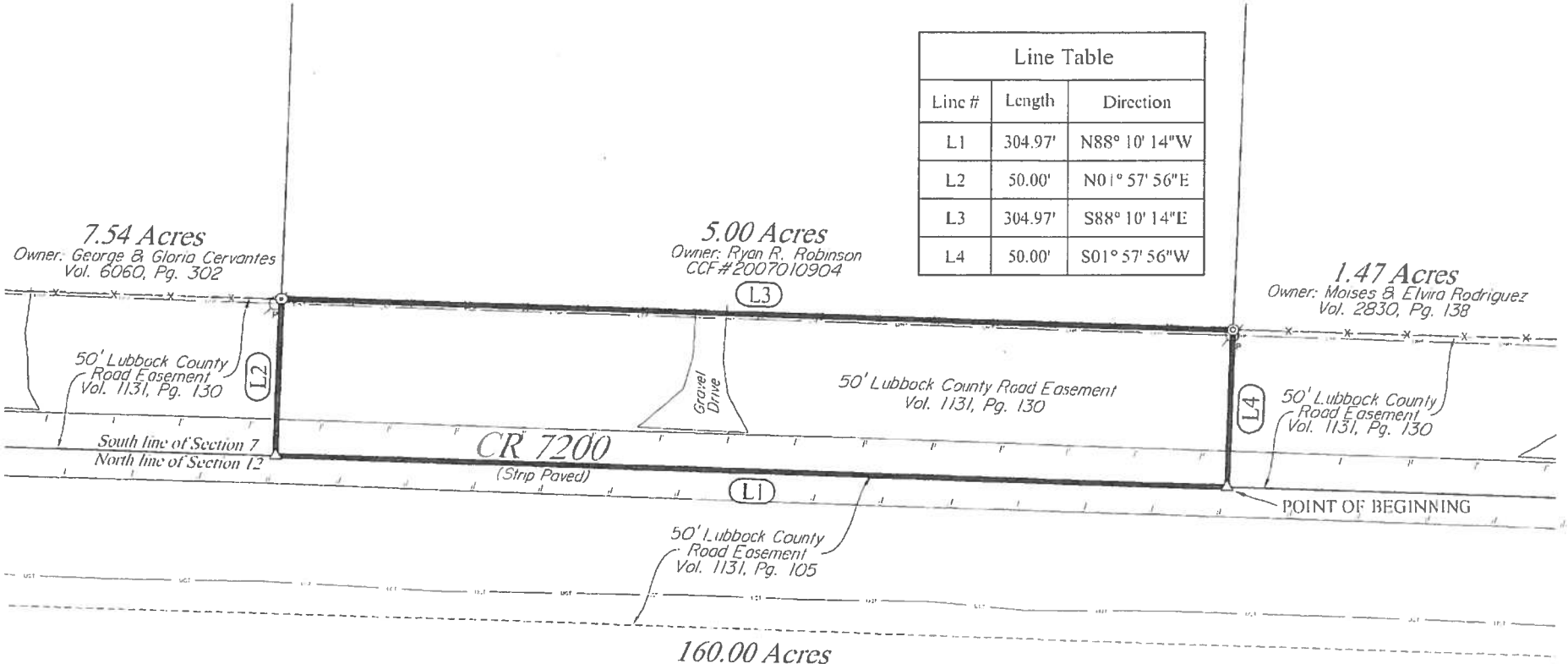
This instrument was acknowledged before me on _____, 2012, by _____, as _____of _____, and in the capacity therein stated.

_____
Notary Public, State of Texas

South Lubbock Sanitary Sewer Extension
Parcel No. 28
PERIMETER SURVEY OF A 0.350 ACRE TRACT LOCATED IN
SECTION 7, BLOCK E
LUBBOCK COUNTY, TEXAS

N

SCALE : 1"=50'



Line Table		
Line #	Length	Direction
L1	304.97'	N88° 10' 14"W
L2	50.00'	N01° 57' 56"E
L3	304.97'	S88° 10' 14"E
L4	50.00'	S01° 57' 56"W

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
August 28, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

TITLE COMMITMENT NOTE:
Easement information shown on this survey was taken from title commitment provided by West Texas Title Company, Title Policy No. 33378 with an issue date of January 21, 2013. Schedule "B" Item: 'k' has been noted or shown hereon as to the extent they encumber the property. Surveyor expresses no opinion regarding the condition or sufficiency of the remaining items listed in the commitment and this is beyond the scope of Surveyor's services and/or certification. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

EASEMENT NOTE:
This Surveyor is unable to locate easements or claims of easements which are not recorded in the Public Records of Lubbock County, any such easements which may exist and encumber this property have not been shown hereon.

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
△ - FOUND RAIL ROAD SPIKE
⊙ - FOUND 1/2" IRON ROD
◎ - FOUND 5/8" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

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

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South Lubbock Sanitary Sewer Extension
Parcel No. 28
PERIMETER SURVEY OF A 0.350 ACRE TRACT LOCATED IN
SECTION 7, BLOCK E
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.350 acre parcel located in Section 7, Block E, Lubbock County, Texas, being a portion of a 5.00 acre tract described in County Clerk File Number 2007010904, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a rail road spike found in the South line of a 50 foot road easement to Lubbock County described in Volume 1131, Page 130, Deed Records, Lubbock County, Texas, and in the North line of a 50 foot road easement to Lubbock County described in Volume 1131, Page 105, Deed Records, Lubbock County, Texas, for the Southeast corner of said 5.00 acre tract also being the Southwest corner of a 1.47 acre tract described in Volume 2830, Page 138, Real Property Records, Lubbock County, Texas, and in the North line of a 160 acre tract described in Volume 518, Page 236, Deed Records, Lubbock County, Texas, for the Southeast corner of this parcel which bears N. 88°10'14" W. a distance of 1319.93 feet from the Southeast corner of Section 7, Block E, Lubbock County, Texas;

THENCE N. 88°10'14" W. along the South line of said 5.00 acre tract and the South line of said 50 foot road easement described in Volume 1131, Page 130, Deed Records, Lubbock County, Texas, and the North line of said 160 acre tract, a distance of 304.97 feet to a rail road spike found for the Southwest corner of said 5.00 acre tract and for the Southeast corner of a 7.54 acre tract described in Volume 6060, Page 302, Real Property Records, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°57'56" E. along the common line of said 5.00 acre tract and said 7.54 acre tract, a distance of 50.00 feet to a 1/2" iron rod found in the North Line of said 50 foot road easement described in Volume 1131, Page 130, Deed Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°10'14" E. along the North line of said 50 foot road easement described in Volume 1131, Page 130, Deed Records, Lubbock County, Texas, a distance of 304.97 feet to a 5/8" iron rod with cap found in the East line of said 5.00 acre tract and the West line of said 1.47 acre tract, for the Northeast corner of this parcel;

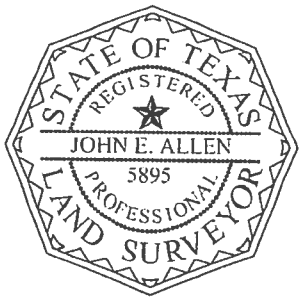
THENCE S. 01°57'56" W. along the common line of said 5.00 acre tract and said 1.47 acre tract, a distance of 50.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
August 28, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



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

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

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City a Street and Public Use Dedication Deed from Tony R. Brewer and Rojean S. Brewer regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

Item Summary

Lubbock has experienced significant growth in the south and southwest regions of the existing wastewater collection system. Population growth in south and southwest Lubbock created a need for additional conveyance capacity from 98th Street and Avenue P to the Water Reclamation Plant. These improvements were first recommended in the 2009 Wastewater Master Plan. The City is acquiring right-of-way for construction of a large diameter sanitary sewer associated with the South Lubbock Sanitary Sewer Extension Phase 1.

The purchase price is $109,079 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvements Project 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $109,079 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Dedication Deed - Brewer

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock a Street and Public Use Dedication Deed, as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 8, Block E, Lubbock, Lubbock County, Texas, and related documents. Said Deed 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.

THAT the purchase price for the Street and Public Use Dedication Deed shall be $109,079.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Dedication Deed-Brewer
October 2, 2013

STREET AND PUBLIC USE DEDICATION DEED

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

THAT Tony R. Brewer and Rojean S. Brewer, herein called "Grantor", whether one or more, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other good and valuable consideration, to it in hand paid by the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, does hereby dedicate to the public for public use forever and for street purposes, the following described tract of land situated in Lubbock County, Texas, as more particularly described in the attached Exhibit "A".

TO HAVE AND TO HOLD this above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said public forever so long as said premises are used for public purposes.

WITNESS MY HAND this 27th day of September, 2013.

Tony R. Brewer

Rojean S. Brewer

THE STATE OF TEXAS §

COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Tony R. Brewer and Rojean S. Brewer, known to me to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 27 day of September, 2013.

Notary Public in and for the State of Texas

My Commission Expires: 8/21/2017

TIFFANY PADILLA
Notary Public, State of Texas
My Commission Expires
August 21, 2017

THE STATE OF TEXAS §

THE COUNTY OF LUBBOCK §

That _____duly organized and existing under the laws of the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) paid in cash, and for other good and valuable consideration, the receipt of which is hereby acknowledged and confessed, being a lien holder on the property described herein, does hereby consent and agree to the foregoing Dedication and does hereby subordinate its rights in the above described property to the above dedication, as shown on the attached plat.

IN WITNESS WHEREOF, the said _____has caused these presents to be signed by its duly authorized officer at Lubbock, Lubbock County, Texas, on _____, 2013.

_____

By: _____
Printed Name: _____

This instrument was acknowledged before me on _____, 2013, by _____, as _____of _____, and in the capacity therein stated.

_____
Notary Public, State of Texas

EXHIBIT "A"

(Survey of Parcel Nos. 41, 41 & 43)

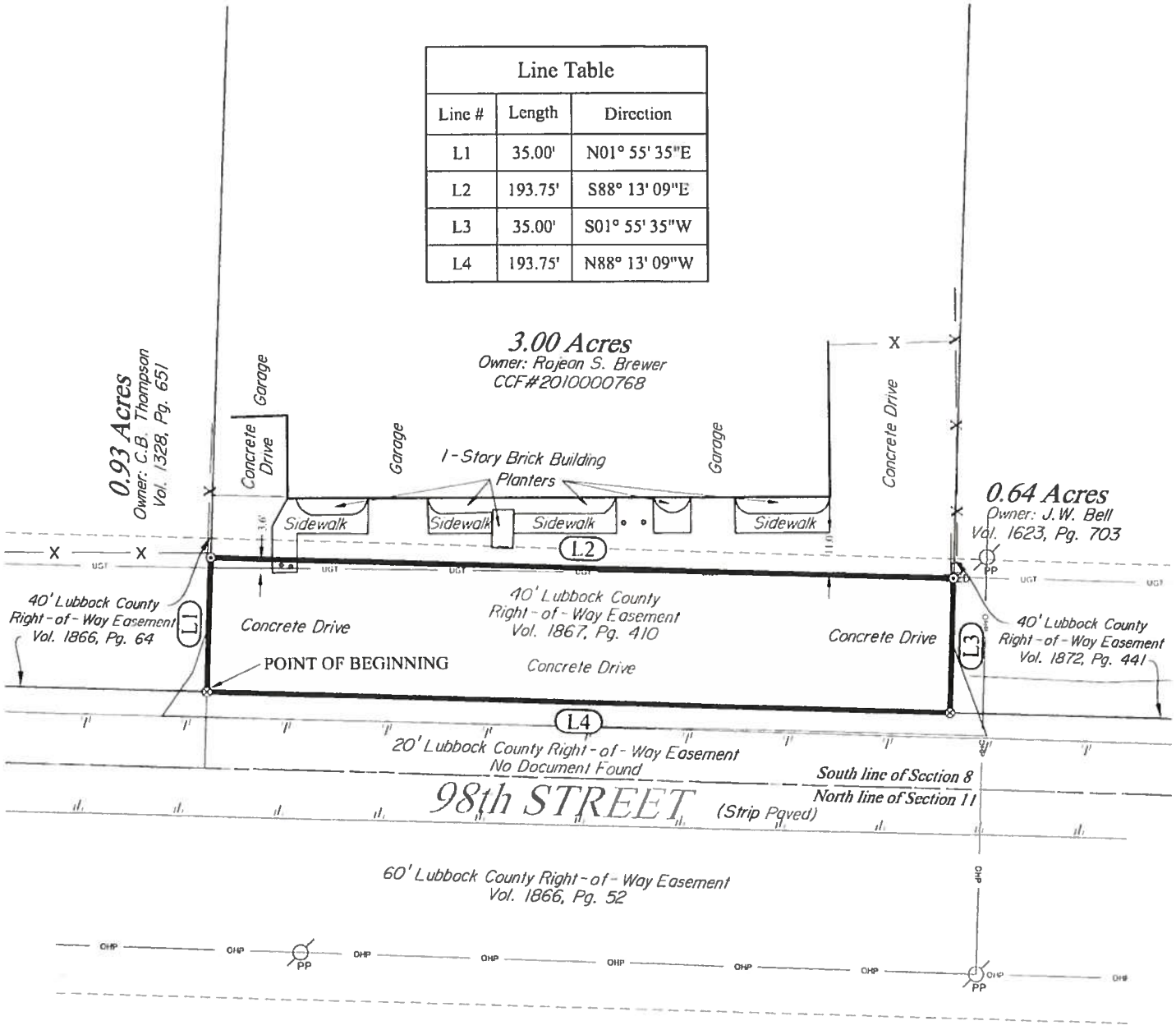
South Lubbock Sanitary Sewer Extension
Parcel No. 41
PERIMETER SURVEY OF A 0.156 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

SCALE : 1"=40'

Line Table		
Line #	Length	Direction
L1	35.00'	N01° 55' 35"E
L2	193.75'	S88° 13' 09"E
L3	35.00'	S01° 55' 35"W
L4	193.75'	N88° 13' 09"W



Bearings are relative to the Texas State Plane Coordinate System, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
August 9, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - FOUND 'X' CUT IN CONCRETE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

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

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South Lubbock Sanitary Sewer Extension
Parcel No. 41
PERIMETER SURVEY OF A 0.156 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.156 acre parcel located in Sections 8, Block E, Lubbock County, Texas, being a portion of a 3.00 acre tract described in County Clerk File Number 20100000768, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 'X' in concrete found for the Southwest corner of said 3.00 acre tract, for the Southeast corner of a 0.93 acre tract described in Volume 1328, Page 651, Deed Records, Lubbock County, Texas, and for the Southwest corner of a 40 foot road easement to Lubbock County as described in Volume 1867, Page 410, Deed Records, Lubbock County, Texas, and for the Southeast corner of a 40 foot road easement to Lubbock County as described in Volume 1866, Page 64, Deed Records, Lubbock County, Texas, which bears S. 88°13'09" E. a distance of 963.86 feet and N. 01°46'51" E. a distance of 20.00 feet from the Southwest corner of Section 8, Block E, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°55'35" E. along the common line of said 3.00 acre tract, said 0.93 acre tract and said 40 foot road easements a distance of 35.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°13'09" E. a distance of 193.75 feet to a 1/2" iron rod with cap set in the East line of said 3.00 acre tract and said 40 foot road easement, also being in the West line of a 0.64 acre tract as described in Volume 1623, Page 703, Deed Records, Lubbock County, Texas, and in the West line of a 40 foot road easement to Lubbock County as described in Volume 1872, Page 441, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°55'49" W. along the common line of said 3.00 acre tract, said 0.64 acre tract and said 40 foot road easements a distance of 35.00 feet to a 'X' in concrete found for the Southeast corner of said 3.00 acre tract and for the Southeast corner of said 40 foot road easements and for the Southwest corner of said 0.64 acre tract and for the Southeast corner of this parcel;

THENCE N. 88°13'09" W. along the common South line of said 3.00 acre tract and said 40 foot road easement, being parallel with the common line of said Sections 8 and 11, Block E, a distance of 193.75 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
August 9, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

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

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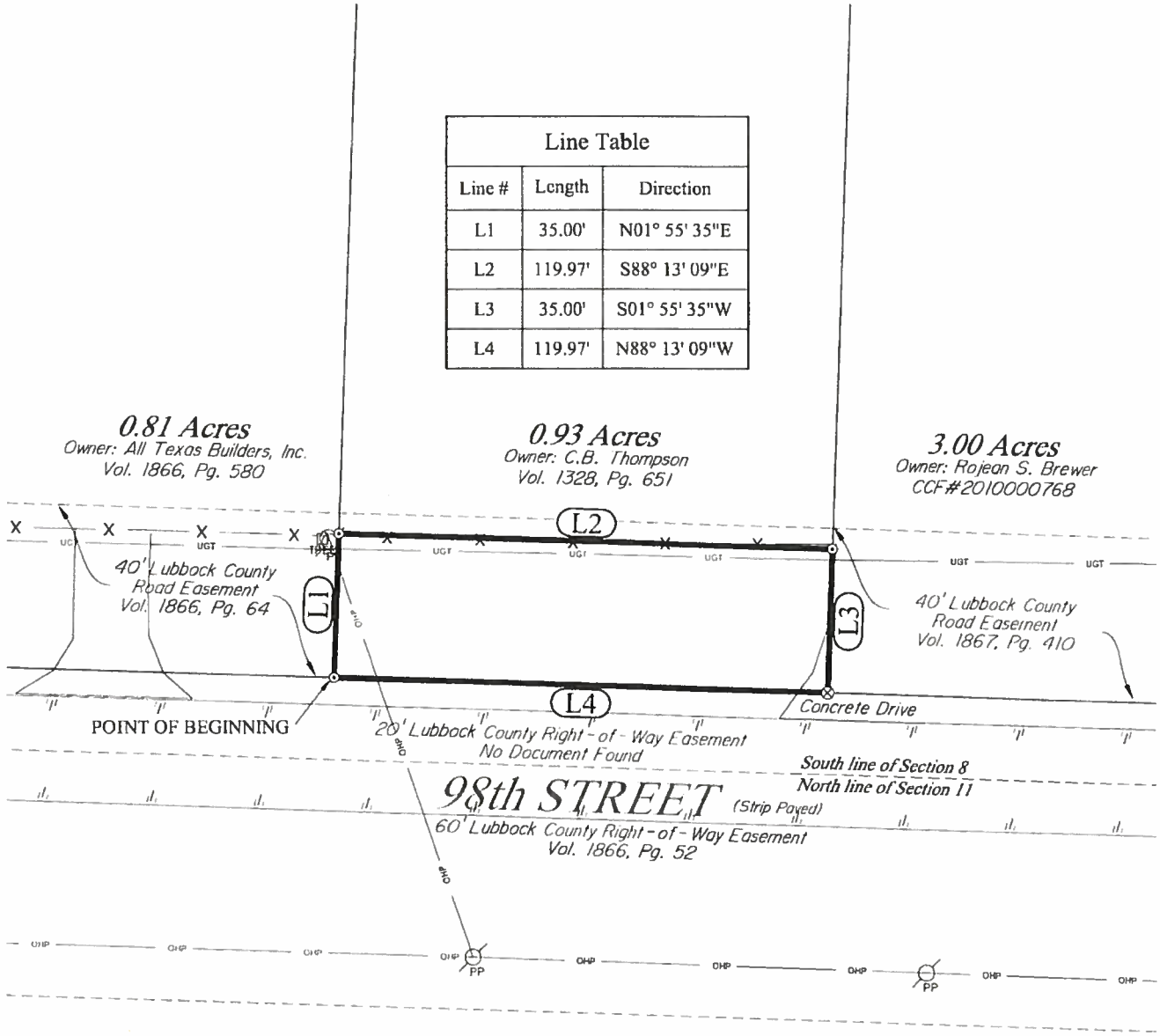
South Lubbock Sanitary Sewer Extension
Parcel No. 42
PERIMETER SURVEY OF A 0.096 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

SCALE : 1"= 40'

Line Table		
Line #	Length	Direction
L1	35.00'	N01° 55' 35"E
L2	119.97'	S88° 13' 09"E
L3	35.00'	S01° 55' 35"W
L4	119.97'	N88° 13' 09"W



Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
April 30, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS REGISTERED JOHN E. ALLEN 5895 PROFESSIONAL LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - CUT 'X' IN CONCRETE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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South Lubbock Sanitary Sewer Extension
Parcel No. 42
PERIMETER SURVEY OF A 0.096 ACRE TRACT LOCATED IN
SECTION 8, BLOCK E
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.096 acre tract located in Section 8, Block E, Lubbock County, Texas, being a portion of a 0.93 acre tract described in Volume 1326, Page 651, Deed Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set for the Southwest corner of said 0.93 acre tract and for the Southeast corner of a 0.81 acre tract described in Volume 1866, Page 580, Deed Records, Lubbock County, Texas and in the South line of a 40 foot road easement to Lubbock County as described in Volume 1866, Page 64, Deed Records, Lubbock County, Texas, which bears S. 88°13'09" E. a distance of 843.90 feet and N. 01°46'51" E. a distance of 20.00 feet, from the Southwest corner of Section 8, Block E, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°55'35" E. along the common line of said 0.93 acre tract and 0.81 acre tract a distance of 35.00 feet to a 1/2" iron rod with cap set 55.00 feet north of the South line of Section 8, Block E, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°13'09" E. a distance of 119.97 feet to a 1/2" iron rod with cap set in the East line of said 0.93 acre tract and the West line of a 3.00 acre tract described in County Clerk File Number 2010000768, Official Public Records, Lubbock County, Texas, and being in the West line of a 40 foot road easement to Lubbock County as described in Volume 1867, Page 410, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°55'35" W. along the common line of said 0.93 acre tract and said 3.00 acre tract, a distance of 35.00 feet to a 'X' cut in concrete for the Southeast corner of said 0.93 acre tract and the Southwest corner of said 3.00 acre tract and the common south corner of said 40 foot road easements, for the Southeast corner of this parcel;

THENCE N. 88°16'25" W. along the common South line of said 0.93 acre tract and said 40 foot road easement a distance of 119.97 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
April 30, 2012

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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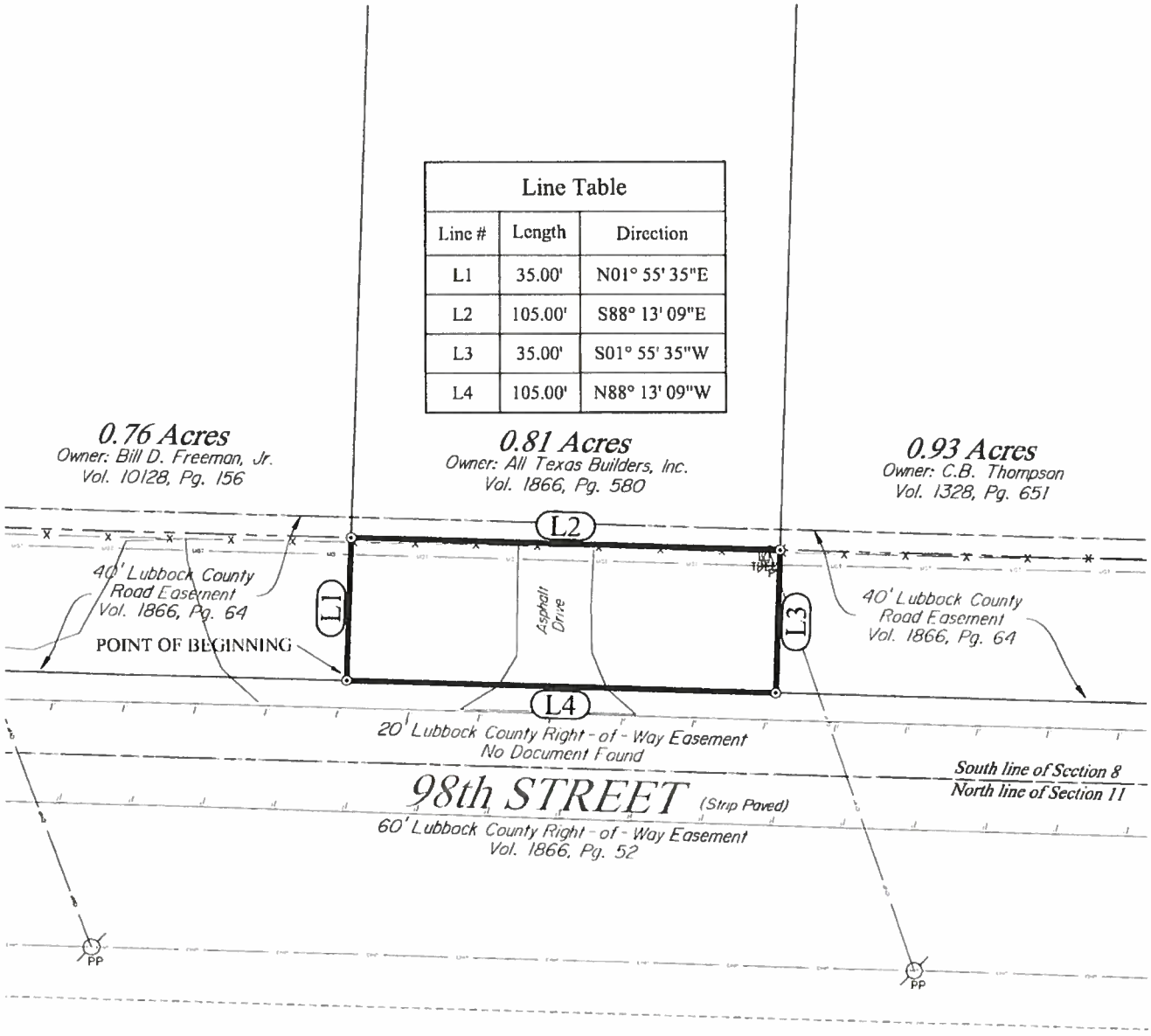
South Lubbock Sanitary Sewer Extension
Parcel No. 43
PERIMETER SURVEY OF A 0.084 ACRE TRACT LOCATED IN
SECTION 8, BLOCK E
LUBBOCK COUNTY, TEXAS

SCALE : 1"=40'

Line Table		
Line #	Length	Direction
L1	35.00'	N01° 55' 35"E
L2	105.00'	S88° 13' 09"E
L3	35.00'	S01° 55' 35"W
L4	105.00'	N88° 13' 09"W



Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024

Surveyed on the ground.
April 30, 2012

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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South Lubbock Sanitary Sewer Extension
Parcel No. 43
PERIMETER SURVEY OF A 0.084 ACRE TRACT LOCATED IN

SECTION 8, BLOCK E

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.084 acre tract located in Section 8, Block E, Lubbock County, Texas, being a portion of a 0.81 acre tract described in Volume 1866, Page 580, Deed Records, Lubbock County, Texas, and being further described as follows:

BEGINNING at a 1/2" iron rod set for the Southwest corner of said 0.81 acre tract and the Southeast corner of a 0.76 acre tract described in Volume 10128, Page 156, Official Public Records, Lubbock County, Texas, and in the South line of a 40 foot road easement to Lubbock County as described in Volume 1866, Page 64, Deed Records, Lubbock County, Texas, which bears S. 88°13'09" E. a distance of 738.91 feet and N. 01°46'51" E. a distance of 20.00 feet from the Southwest corner of Section 8, Block E, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°55'35" E. along the common line of said 0.81 acre tract and said 0.76 acre tract a distance of 35.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°13'09" E. a distance of 105.00 feet to a 1/2" iron rod with cap set in the East line of said 0.81 acre tract and the West line of a 0.93 acre tract described in Volume 1328, Page 651, Deed Records , Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°55'35" W. along the common line of said 0.81 acre tract and 0.93 acre tract a distance of 35.00 feet to a 1/2" iron rod with cap set for the Southeast corner of said 0.81 acre tract and the Southwest corner of said 0.93 acre tract for the Southeast corner of this parcel;

THENCE N. 88°13'09" W. along the common South line of said 0.81 acre tract and 40 foot road easement a distance of 105.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
April 30, 2012

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100578-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Regular City Council Meeting **5. 12.**

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Larry C. Stallings, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Tract 1, S.I. Johson's Sub-Division of Section 4, Block B, Sections 1-4, Block S and Section 23, Block E.

Item Summary

The City has experienced significant growth in the south and southwest regions of the existing wastewater collection system. Population growth in south and southwest Lubbock created a need for additional conveyance capacity from 98th Street and Avenue P to the Water Reclamation Plant. These improvement were first recommended in the 2009 Wastewater Master Plan. The City is acquiring right-of-way for construction of a large diameter sanitary sewer associated with the South Lubbock Sanitary Sewer Extension Phase 1.

The purchase price is $3,931 plus closing cost with West Texas Title.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $3,931 available for this purpose.

Staff/Board Recommending

R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Easement - Stallings

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Tract 1, S. I. Johnson's Sub-Division of Section 4, Block B, Sections 1-4, Block S and Section 23, Block E, Lubbock, Lubbock County, Texas, and related documents. Said Easement 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.

THAT the consideration for the Easement shall be $3931.00 and that any closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
R. Keith Smith, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

RES.Easement.SI Johnson's
10.3.13

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

Larry C. Stallings, hereinafter referred to as GRANTOR, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all

environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, at Grantee's option, be either burned on site, buried, or removed by Grantee from Grantor's property and disposed of properly. If such debris is burned on site, the Grantee shall have constant watch over burn piles with adequate fire fighting equipment on site.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

14. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

15. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

16. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

17. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

18. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

19. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

20. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

21. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

22. This instrument may be executed in multiple counterparts and the signature pages and acknowledgment pages combined to form one document for recording purposes..

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

EXECUTED this 1 day of OCTOBER, 2013 ("Effective Date").

GRANTOR:

Larry C. Stallings

THE STATE OF TEXAS §

COUNTY OF POTTER §

BEFORE ME, the undersigned authority, a Notary Public in and for said County, Texas, on this day personally appeared Larry C. Stallings, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 1 day of OCTOBER, 2013.

BARBARA STONE
NOTARY PUBLIC,
STATE OF TEXAS
My Commission Expires 11-02-2013

Barbara Stone
Notary Public in and for the State of Texas

My Commission Expires: 11/2/2013

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

_____

_____

APPROVED AS TO FORM:

_____

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, by _____,

_____
Notary Public, State of Texas

_____
Printed Name of Notary
My commission expires: _____

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

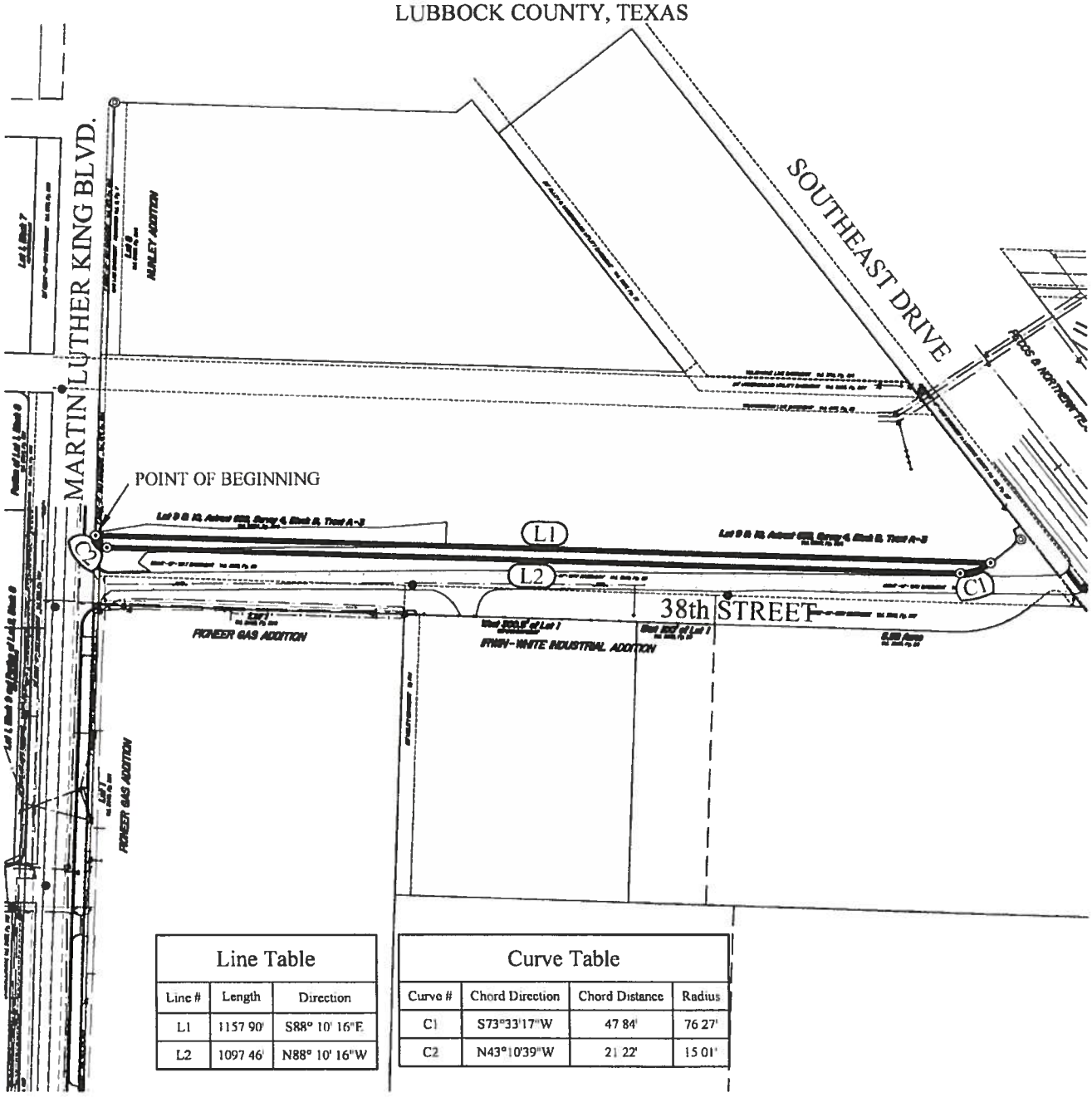
_____
Printed Name of Notary
My commission expires: _____

South Lubbock Sanitary Sewer Extension
Parcel No. 14-A
PERIMETER SURVEY OF A 0.392 ACRE EASEMENT LOCATED IN

Tract 1, S.I. Johnson's Sub-Division

OF SECTION 4, BLOCK B, SECTIONS 1-4, BLOCK S AND SECTION 23, BLOCK E
LUBBOCK COUNTY, TEXAS

SCALE : 1"=200'



Line Table		
Line #	Length	Direction
L1	1157 90'	S88° 10' 16"E
L2	1097 46'	N88° 10' 16"W

Curve Table			
Curve #	Chord Direction	Chord Distance	Radius
C1	S73°33'17"W	47 84'	76 27'
C2	N43°10'39"W	21 22'	15 01'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024
Surveyed on the ground.
April 25, 2012

John E. Allen
Registered Professional Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - FOUND 3/8" IRON ROD
⊙ - SET 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

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

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South Lubbock Sanitary Sewer Extension
Parcel No. 14-A
PERIMETER SURVEY OF A 0.392 ACRE EASEMENT LOCATED IN

Tract 1, S.I. Johnson's Sub-Division

OF SECTION 4, BLOCK B, SECTIONS 1-4, BLOCK S AND SECTION 23, BLOCK E
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.392 acre Sanitary Sewer Easement out of a portion of Tract 1, S.I. Johnson's Sub-Division, of Section 4, Block B, Sections 1, 2, 3 and 4, Block S and Section 23, Block E, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in Volume 59, Page 354, Deed Records, Lubbock County, Texas, located in Section 4, Block B, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the West right-of-way line of Martin Luther King Boulevard as dedicated in said S.I. Johnson Sub-Division which bears S. 01°49'23" W. a distance of 1527.57 feet and N. 88°10'17" W. a distance of 60.00 feet from a 3/4" iron pipe found at the Northwest corner of Section 4, Block B, Lubbock County, Texas;

THENCE S. 88°10'16" E. a distance of 1157.90 feet to a 1/2" iron rod with cap set at a point of curvature in the North right-of-way line of 38th Street as described in Volume 1062, Page 29, Deed Records, Lubbock County, Texas ;

THENCE Southwesterly continuing along said North right-of-way line along a curve to the right with a chord bearing S. 73°33'17" W. , a radius of 76.27 feet and a chord distance of 47.84 feet to a 1/2" iron rod with cap set for a point of intersection;

THENCE N. 88°10'16" W. continuing along said North right-of-way line a distance of 1097.46 feet to a 1/2" iron rod with cap set for a point of curvature;

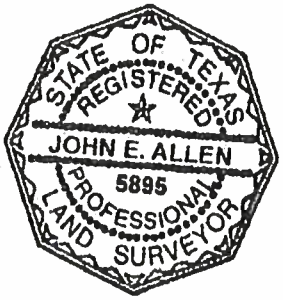
THENCE Northwesterly, continuing along said North right-of-way line around a curve to the right with a chord bearing N. 43°11'03" W. , a radius of 15.01 feet and a chord distance of 21.21 feet to Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.00024

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
April 25, 2012

John E. Allen
Registered Professional Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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Regular City Council Meeting **5. 13.**

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 10010060 with Exerplay Inc. for two City parks.

Item Summary

This contract is for the supply and assembly of playground structures for renovations at Chatman Park, located at East 28th Street and Ivory Avenue, and Hinojosa Park 22nd Street and Urbana Place.

Project renovations include Evos playground structures, shipping, on-site assembly, concrete flat work, demolition, earthwork, grading, site work to meet ADA compliance, and irrigation. Similar playground structures have been successfully installed at fifteen parks as part of previous projects.

The Park Playground Improvements 2013 purchase includes:
• Two Evos play structures (for Chatman and Hinojosa Parks)
• Safety surfacing (for Chatman and Hinojosa Parks)
• Site preparation and curbing to include vehicle approach, sidewalk. playground enclosure, playground sub base pad, demolition of existing playground and all concrete, irrigation, fill material, compacted surfacing pad, handicap parking and striping (all sites).

The $389,913 purchase from Exerplay Inc. of Cedar Crest, New Mexico is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 346-10, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Time for completion is 60 working days with liquidated damages of $250 per working day.

Fiscal Impact

$3,826,041 is appropriated in Capital Project 91170, Park Playground Replacement with $389,913.32 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

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. 10010060 for the purchase of parks, recreation and field lighting products and installation as per BuyBoard No. 346-10, by and between the City of Lubbock and Exerplay, Inc. of Cedar Crest, New Mexico, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
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.Exerplay, Inc.-PurchaseOrd
September 30, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 09/26/2013
Order Number 10010060 000 OP
Branch/Plant 5223

TO: EXERPLAY INC
PO BOX 1160
CEDAR CREST New Mexico 87008

SHIP TO: CITY OF LUBBOCK
1912 ERSKINE
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 10/24/2013 Freight
Requested 12/31/2013 Taken By T SHELLEY
Delivery PER C WUENSCHE REQ 42573 BUYBOARD CONTRACT NO. 346-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Evos	2.000	48,235.0000	EA	96,470.00	12/31/2013
Buy Board Discount 5%	1.000	(4,823.5000)	EA	(4,823.50)	12/31/2013
Freight Shipping Charge	1.000	3,120.0000	EA	3,120.00	12/31/2013
Foreverlawn, Inc	2.000	35,353.9000	EA	70,707.80	12/31/2013
Buy Board Discount 5%	1.000	(3,535.3900)	EA	(3,535.39)	12/31/2013
Courtesy Discount	1.000	(3,535.3900)	EA	(3,535.39)	12/31/2013
MDF Fountains	2.000	3,712.0000	EA	7,424.00	12/31/2013
Buy Board Discount 5%	1.000	(371.2000)	EA	(371.20)	12/31/2013
Installation	2.000	16,250.0000	EA	32,500.00	12/31/2013
Security Fencing	2.000	1,375.0000	EA	2,750.00	12/31/2013
Vehicle Approach Chatman	1.000	4,592.0000	EA	4,592.00	12/31/2013
Sidewalk Chatman	1.000	12,600.0000	EA	12,600.00	12/31/2013
Playground Sidewalk Both Sites	2.000	10,589.0000	EA	21,178.00	12/31/2013
Demolition Chatman	1.000	38,058.0000	EA	38,058.00	12/31/2013
Irrigation Both Sites	2.000	5,600.0000	EA	11,200.00	12/31/2013
Fill Material, Chatman	1.000	6,048.0000	EA	6,048.00	12/31/2013
Handicap Striping, Chatman	1.000	672.0000	EA	672.00	12/31/2013
Seeding Both Sites	2.000	1,344.0000	EA	2,688.00	12/31/2013
Sidewalk Hinojosa	1.000	7,476.0000	EA	7,476.00	12/31/2013
Demolition Hinojosa	1.000	65,462.0000	EA	65,462.00	12/31/2013
Fill Material, Hinojosa	1.000	6,048.0000	EA	6,048.00	12/31/2013
Performance/Payment Bonds	1.000	13,185.0000	EA	13,185.00	12/31/2013

Total Order 389,913.32

Terms NET DUE ON RECEIPT

Page 2

Date 09/26/2013

Order Number 10010060 000 OP

Branch/Plant 5223

city of lubbock TEXAS

TO: EXERPLAY INC PO BOX 1160 CEDAR CREST, NEW MEXICO 87008	SHIP TO: CITY OF LUBBOCK 1912 ERSKINE LUBBOCK, TX 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- $1,000,000 • General Aggregate • Contractual Liability •Products-Comp/Op Agg • Personal and Adv. Injury	Workers Compensation, Statutory Amounts-$500,000 Automotive Liability-Any Auto- $1,000,000
City of Lubbock is named as additional insured on Auto/General Liability on a primary and non-contributory basis to include products of completed operations endorsement. Waiver of subrogation in favor of the City of Lubbock on all coverage. Copies of endorsements required.	
The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022.	
The successful bidder will be required to furnish a performance bond in accordance with Chapter 2253, government code, in the amount of 100% of the total contract price in the event that said contract price exceeds $100,000 and the successful bidder will be required to furnish a payment bond in accordance with Chapter 2253, government code, in the amount of 100% of the total contract price in the event that said contract price exceeds $50,000. Said statutory bonds should be issued by a company carrying a current Best Rating of "A" or better. The bonds must be in a form acceptable to the City attorney and must be dated the same date that the contract was awarded.	

This purchase order encumbers funds in the amount of $389,913.32 awarded to Exerplay Inc. of Cedar Crest, New Mexico on October 24, 2013. The following is incorporated into and made part of this purchase order by reference: Buyboard Contract 346-10. Price quotation dated September 25, 2013 from Exerplay Inc. of Cedar Crest, New Mexico. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

PO Box 1160
Cedar Crest NM 87008-1160
Fax 505. 281.0155
Toll Free 800.457.5444
www.exerplay.com

exerplay, inc.

DATE	NUMBER
9/25/2013	AT092513-3
TERMS:	Progress Draws

QUOTATION prepared for:

Lubbock, City of
Attn: Craig Wuensche
cwuensche@mylubbock.us
FOR CHATMAN & HINOJOSA PARKS

Please Issue Purchase Order to:

Exerplay, Inc
PO Box 1160, Cedar Crest, NM 87008
Texas Buy Board Contract #346-10
Please fax to 505-281-0155

ITEM	DESCRIPTION	QTY	COST	TOTAL
	LANDSCAPE STRUCTURES, INC.			
EVOS	EVOS, Per drawing # 130062C	2	48,235.00	96,470.00
DISC - BUY BOARD	Buy Board Discount, 346-10		-5.00%	-4,823.50
Freight	Freight/Shipping Charges, 150- 317-13		3,120.00	3,120.00
	FOREVERLAWN, INC.			
ForeverLawn	Simulated grass safety surfacing, Playground Grass Academy, 1890 sq ft of 8' fall height padding, each site is 2,520.00 sq ft.	2	35,353.90	70,707.80
DISC - BUY BOARD	Buy Board Discount, 346-10		-5.00%	-3,535.39
Disc	Less: Courtesy discount		-3,535.39	-3,535.39
	Subtotal Foreverlawn, $67,172.41 (13.33 sq ft)			
	MDF Fountains			
MDF	MDF Fountains, 440 DBSS, delivered, installed	2	3,712.00	7,424.00
DISC - BUY BOARD	Buy Board Discount, 346-10		-5.00%	-371.20
	INSTALLATION			
Install	Installation of Above Playground Equipment	2	16,250.00	32,500.00
Fencing	Security Fencing for Sites, 3 months (after three months is 350.00 per month per site)	2	1,375.00	2,750.00
	SITE WORK			
Site Prep	Vehicle Approach, Chatman	1	4,592.00	4,592.00
Site Prep	Sidewalk, Chatman	1	12,600.00	12,600.00
Site Prep	Playground Sidewalk, Both Sites	2	10,589.00	21,178.00
Demolition	Demolition of existing equipment, install topsoil, base install-Chatman	1	38,058.00	38,058.00
Site Prep	Irrigation, both sites	2	5,600.00	11,200.00
Site Prep	Fill Material, Chatman	1	6,048.00	6,048.00
Site Prep	Handicap striping, Chatman	1	672.00	672.00
Site Prep	Seeding, both sites	2	1,344.00	2,688.00
Site Prep	Sidewalk, Hinojosa	1	7,476.00	7,476.00
Demolition	Demolition of existing equipment, install topsoil, base install, Parking lot w/Island, concrete sidewalk-Hinojosa	1	65,462.00	65,462.00
Site Prep	Fill Material, Hinojosa	1	6,048.00	6,048.00
Bond	Performance/Payment Bond		13,185.00	13,185.00
Notes	Pricing does not include security, or any applicable permits. Pricing is good for 60 days.			0.00

REP
DG

Quote prepared by Anna Tapia
Anna@exerplay.com

TOTAL $389,913.32

City of Lubbock, TX
Capital Project
Project Cost Detail
October 24, 2013

Capital Project Number:	91170
Capital Project Name:	Park Playground Replacement

		Budget
Encumbered/Expended		
Materials Cost:	$	877,877
Construction Cost:		825,352
Design Cost: In House		132,792
Professional Services		13,585
Administration		9,123
Exerplay, Inc. Elmore, Leftwich, Maedgen & Ribble		782,332
Agenda Items October 24, 2013		
Exerplay, Inc. Chatman & Hinojosa Playground		389,913
Encumbered/Expended To Date		3,030,974
Estimated Costs for Remaining Appropriation		
ADA Review		1,200
Playground Replacement		793,867
Remaining Appropriation		795,067
Total Appropriation	$	3,826,041

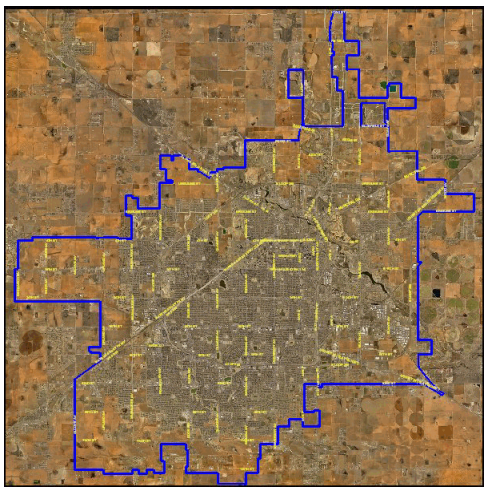
Project Name **Park Playground Replacement** *Project Number* **91170**

Managing Department **Parks and Recreation**

Project Manager **Craig Wuensche**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

Replace old, worn, weathered, cracked, and rusted playground equipment with new colorful, metal, multi-activity choices for park users of all ages. The renovation includes installation of perimeter sidewalks and resilient safety surfacing. Playground replacements are performed in the following order: Hoel, Hamilton, Clapp and Pioneer Parks in FY 2013-14; Crow, Mae Simmons, Rodgers and Stevens Parks in FY 2014-15; Lusk, Washington, Butler and Carter Parks in FY 2015-16; Casey, Smith, Higginbotham and Dupree Parks in FY 2016-17; North Mackenzie, South Mackenzie, Mahon, Wheelock Parks in FY 2017-18; Additional Parks as funding allows in future years.

Project Justification

Park playgrounds have a life span of 10 to 15 years. With 57 playgrounds in use, the City should replace five playgrounds each year. The project was identified as a high priority in the City of Lubbock Parks Recreation and Open Space Master Plan 2011 to provide safer play structures and to improve the appearance of Lubbock.

Project History

The majority of playgrounds in Lubbock are approximately 20 years old. Woods, Hollins, Burns, Guadalupe, Berry, and Maxey Parks have been completed. Stubbs, Kastman, and Ratliff Parks should be completed in 2012.

$200,000 was appropriated in the FY 2005-06 budget, Ord. No. 2005-00106, September 8, 2005.
$275,000 was appropriated in FY 2006-07 budget, Ord. No. 2006-00098, September 13, 2006.
$275,000 was appropriated in the FY 2007-08 budget, 2007-00091, September 13, 2007.
607,531 was appropriated in the FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$671,079 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$705,304 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$298,964 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	2,886,800	749,539	802,007	858,148	967,501	1,039,675	1,111,846	8,415,516
Design and Engineering	146,078	43,624	46,678	49,945	0	0	0	286,325
Total Project Appropriation	3,032,878	793,163	848,685	908,093	967,501	1,039,675	1,111,846	8,701,841

Project Name **Park Playground Replacement** *Project Number* **91170**

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2006 Tax Supported CO's	256,255	0	0	0	0	0	0	256,255
FY 2007 Tax Supported Revenue CO's	360,357	0	0	0	0	0	0	360,357
FY 2008 Tax Supported Revenue CO's	275,000	0	0	0	0	0	0	275,000
FY 2009 Tax Supported Revenue CO's	258,388	0	0	0	0	0	0	258,388
FY 2011 Tax Supported Revenue CO's	671,079	0	0	0	0	0	0	671,079
FY 2012 Tax Supported Revenue CO's	705,304	0	0	0	0	0	0	705,304
FY 2013 General Fund Pay-As-You-Go	298,964	0	0	0	0	0	0	298,964
FY 2014 Tax Supported Revenue CO's	0	793,163	0	0	0	0	0	793,163
FY 2015 Tax Supported Revenue CO's	0	0	848,685	0	0	0	0	848,685
FY 2016 Tax Supported Revenue CO's	0	0	0	908,093	0	0	0	908,093
FY 2017 Tax Supported Revenue CO's	0	0	0	0	967,501	0	0	967,501
FY 2018 Tax Supported Revenue CO's	0	0	0	0	0	1,039,675	0	1,039,675
FY 2019 Tax Supported Revenue CO's	0	0	0	0	0	0	1,111,846	1,111,846
General Capital Project Fund	207,531	0	0	0	0	0	0	207,531
Total Funding Sources	3,032,878	793,163	848,685	908,093	967,501	1,039,675	1,111,846	8,701,841

Regular City Council Meeting **5. 14.**

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution – Parks and Recreation: Consider three resolutions authorizing the Mayor to execute contract 11465 with SRH Trees, Inc., contract 11553 with West Texas Services Inc. dba Tom's Tree Place, and contract 11554 with Nursery Direct for the purchase of trees for parks, ITB 13-11465-TL.

Item Summary

This contract provides for the purchase of 13 different varieties of trees to be purchased for projects, grants and other park needs on various parkland properties during 2013-2014. Park trees provide shade and lower temperature in summer months. Tree varieties include Pecan, Crabapple, Golden Rain, Chinese Pistashe, Bur Oak, Red Oak, Live Oak, Lacebark Elm, Cedar Elm, Keteleeri Juniper, Elderica Pine, Pinyon Oak, and Bald Cypress. Included in the bid are trees for Santa Land that will be moved to different park locations once Santa Land is dismantled.

This contract is awarded by unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on actual needs. The price per unit will not change and expenditures will not exceed appropriated funds. The contract shall be for a term of one year, with the option of two, one year extensions.

Bids were received from the following companies:

SRH Trees, Inc. of Dallas, TX
Nursery Direct of Lubbock, TX
West Texas Services, Inc. dba Tom's Tree Place of Lubbock, TX
John Deere Landscapes of Cleveland, OH
Hardy Trees Inc. of Lubbock, TX
Miller Nursery and Tree Co. of Stephenville, TX
Best Horticultural Solutions Inc. of Cedar Park, TX

Staff recommends the contract to be awarded to SRH Trees, Inc. of Dallas, TX as listed in Exhibit A to purchase one or up to fifteen trees and Exhibit B to purchase sixteen or more trees.

Bid Item 3: $91 from West Texas Services Inc. dba Tom's Tree Place of Lubbock, TX for one to fifteen trees is within .9%; Bid Item 3: $90 from Nursery Direct of Lubbock, TX for sixteen plus trees is within 2.33% of the low bid from a non-resident bidder; West Texas Services Inc. dba Tom's Tree Place of Lubbock, TX and Nursery Direct of Lubbock, TX, included an Affidavit of Eligibility (provided in backup).

Pursuant to Texas Local Government Code 271.9051(b), in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within 5% of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchase in

the amount of less than $500,000 with:
(1) the lowest bidder; or (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality. In order to receive consideration of location of the bidder's principal place of business for bid award, bidders are required to submit an Affidavit of Eligibility.

A bid tabulation is provided.

Fiscal Impact

$290,000 is appropriated for Botanical Supplies in the FY 2013-14 Parks and Recreation Operating Budget.

The equipment is approved in the Adopted FY 2011-12 Master Lease Program.

If Council decides to exercise the local bidder option, the motion must include the following language:
"to award bid Item 3 for the purchase of trees one to fifteen to West Texas Services Inc. dba Tom's Tree Place and Item 3 for the purchase of trees sixteen plus to Nursery Direct both of Lubbock, due to the fact that their bid offers the City of Lubbock the best combination of contract price and additional economic development opportunities for Lubbock created by the contract award, including employment of residents of Lubbock and increased tax revenues to the City of Lubbock.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - SRH Trees
Resolution & Contract - Tom's Tree Place
Resolution & Contract - Nursery Direct
Tab Sheet 1 - 15
Tab Sheet 16 - Plus

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. 11465 for trees for parks, by and between the City of Lubbock and SRH Trees, Inc., of Dallas, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-SRH Trees, Inc.
September 19, 2013

City of Lubbock, TX
Contract For Services
Trees for Parks

THIS CONTRACT made and entered into this **24th** day of **October, 2013**, by and between the City of Lubbock ("City"), and **SRH Trees, Inc.**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Trees for Parks 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 trees for parks.

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, Trees for Parks and more specifically referred to as Exhibit A and Exhibit B on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	500,000
Automotive Liability Combined Single Limit Any Auto	500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11465-TL, 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:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY Tyler Hawkins
Authorized Representative

TYLER HAWKINS
Print Name

P.O. BOX 796754
Address

DALLAS, TX 75379
City, State, Zip Code

ITB 13-11465-TL
Trees for Parks

Item	Qty	U/M	Description/Vendor	Unit Price 1-15
2	40	EA	Jeniperus Chinenis Keteleeri	125
4	40	EA	Malus Radiant Crabapple	91
6	40	EA	Pistacia Chinensis Chinese Pistache	112
8	60	EA	Quercus Macrocarpa Bur Oak	94
9	60	EA	Quercus Texana Red Oak	112
10	60	EA	Quercus Virginiana var Fusiformis Live O	106
11	60	EA	Ulmus Parvifolia Lacebark Elm	106
12	60	EA	Ulmus Crassifolial Cedar Elm	106
13	40	EA	Taxodium Distichum Bald Cyress	106

City of Lubbock, TX
SRH Trees, Inc.
Exhibit B

ITB 13-11465-TL
Trees for Parks

Item	Qty	U/M	Description/Vendor	Unit Price 16 or More
1	60	EA	Carya Illinoinensis Choctaw Pecan	141
2	40	EA	Jeniperus Chinenis Keteleeri	123
4	40	EA	Malus Radiant Crabapple	89
5	40	EA	Koelreuteria Paniculata Golden Rain Tree	120
6	40	EA	Pistacia Chinesis Chinese Pistache	110
8	60	EA	Quercus Macrocarpa Bur Oak	92
9	60	EA	Quercus Texana Red Oak	110
10	60	EA	Quercus Virginiana var Fusiformis Live O	104
11	60	EA	Ulmus Parvifolia Lacebark Elm	104
12	60	EA	Ulmus Crassifolial Cedar Elm	104
13	40	EA	Taxodium Distichum Bald Cyress	104

City of Lubbock, TX
Parks and Recreation Department
Specifications

1. General

1.1 Scope of Work

A. To furnish trees on an annual basis as needed for parkland properties as specified.

2. Quality Assurance

2.1 Qualifications of Bidder

A. Bidder to have minimum of three years experience of supplying trees of similar characteristics and size.

B. Bidder to furnish, at Owner's request, references of quality of trees for determination of ability of Bidder to supply plant materials as required.

2.2 Quality of Trees

A. All trees not otherwise specified in this document shall conform to ANSI Z60.1 1990.

B. Trees to be true to scientific and common name variety as specified.

C. Trees to be sound, healthy, vigorous, well branched, densely foliated (when in leaf), and have healthy, unbroken, well developed root systems.

D. Trees shall be free from disease, insects, and defects such as knots, sun scald, windburn, injuries, abrasions, or disfigurement.

E. All trees shall have straight trunks, unless specified otherwise, and canopy branches to begin no lower than four feet in height. Evergreen conifers are excluded.

F. Container grown trees shall have a compact root system. Fibrous roots shall be well developed so that the root mass will retain its shape and hold together when removed from the container. They shall fill the specified container, but shall show no evidence of being or having been root bound. Trees recently collected from native sites to be seasoned for a period of one year. Trees recently collected from the wild or balled and potted plants are not acceptable.

G. Trees shall be grown in and/or conditioned to climatic conditions similar to those of the planting site.

H. Minimum Tree Trunk Caliper/Root Zone Dimensions:

Shade/Deciduous/Broadleaf Evergreen

2" - 2 1/2" caliper - 30 gal. container or 24"x15" ball minimum.

Coniferous Evergreens

7ft to 8ft. height - 20 gal. container or 27"x18" deep ball minimum.

I. All trees shall be single trunk.

2.3 Measurement of Deciduous and Broadleaf Evergreen Trees

A. Deciduous trees shall be measured in units of average height in feet and by average caliper.

B. Deciduous trees below four inch caliper to be measured six inches above ground level. If caliper is greater than four inches, measurements to be taken twelve inches above ground level.

C. Trees delivered in response to this bid shall, in the aggregate, average the minimum caliper specified on the Bid Sheet. No trees with a caliper 1/2 inch less than the specified minimum shall be accepted.

2.4 Measurement of Coniferous Evergreen Trees.

A. Evergreen trees to be measured in units of average height in feet.

B. Evergreen trees to be free from bud tip damage.

3. Product Delivery, Inspection, Storage, and Handling

3.1 Delivery – owner's option

A. Trees may be delivered to the owner at the Central Shop Maintenance Facility, 1912 Erskine, Lubbock, Texas 79415; they may be made available at the vendor's place of business in Lubbock or delivered to the location to be planted for the City of Lubbock.

B. Protect all material during delivery prevent damage to foliage.

3.2 Inspection

A. The owner shall reserve the right to inspect all trees before and/or after it has been removed from truck.

B. Owner shall reject any damaged, diseased, or other trees, which does not conform to specifications.

C. It shall be the Vendor's responsibility to replace any nonconforming trees with conforming materials at no expense to the owner.

3.3 Storage

A. Protect all roots of tree from desiccation or other possible injury.

B. Take necessary precautions to protect in adverse weather.

C. Branches shall be protected from wind or other possible damage.

3.4 Handling

A. Do not damage trunk or crown of plant material.

B. Trees shall not be picked up or moved by the trunks, branches, stems, or foliage, and shall instead be lifted by the container or root ball.

C. Any material damaged in way described in this subsection shall be replaced at Bidders expense.

4. Warranty

4.1 Tree supplier shall guarantee all trees to be in excellent condition when accepted by owner. All defective or dead plant material shall be replaced at tree supplier's expense. Supplier shall guarantee tree to produce a full set of leaves throughout the branch structure.

5. Payment

5.1 Payment will be made by Credit Card, Direct Payment Request or Purchase Order, whichever is most advantageous to owner.

End of Section

Bid Form
Trees for Parks
City of Lubbock, TX
ITB No. 13-11465-TL

In compliance with the **Invitation to Bid 13-11465-TL**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11465-TL** 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 1-15	UNIT PRICE 16 OR MORE	DELIVERY DAYS ARO**
1.	60	EA	Carya Illinoinensis Choctaw Pecan or Equivalent – No Native Pecans, 2-2 ½ in. Caliper	$ 144.08	$ 141.20	10
2.	40	EA	Jeniperus Chinenis Keteleeri, 7ft to 8 ft tall	125.21	122.71	10
3.	100	EA	Pinus Eldarica Elderica Pine,7ft to 8 ft tall	~~89.70~~	~~87.90~~	10
4.	40	EA	Malus Radiant Crabapple, 2-2 ½ in. Caliper	91.07	89.25	10
5.	40	EA	Koelreuteria Paniculata Golden Rain Tree, 2-2 ½ in. Caliper	~~122.40~~	119.95	10
6.	40	EA	Pistacia Chinensis Chinese Pistache, 2-2 ½ in. Caliper	112.41	110.16	10
7.	100	EA	Pinus Edulis Pinyon Pine, 7ft to 8 ft tall	~~140.83~~	~~138.01~~	10
8.	60	EA	Quercus Macrocarpa Bur Oak, 2-2 ½ in. caliper	94.34	92.45	10
9.	60	EA	Quercus Texana Red Oak, 2-2 ½ in. Caliper	112.41	110.16	10
10.	60	EA	Quercus Virginiana var 'Fusiformis' Live Oak, 2-2 ½ in. Caliper	106.39	104.26	10
11.	60	EA.	Ulmus Parvifolia Lacebark Elm 2-2 ½ in. Caliper	106.39	104.26	10
12.	60	EA.	Ulmus Crassifolial Cedar Elm 2-2 ½ in. Caliper	106.39	104.26	10
13.	40	EA.	Taxodium Distichum Bald Cypress, 2-2 ½ in. Caliper	106.39	104.26	10

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

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

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

The City of Lubbock is seeking a contract for Trees for Parks Annual Pricing 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 2 %, net 15 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES X NO _____

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

THIS BID IS SUBMITTED BY SRH Trees, Inc. a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: SRH Trees Inc

Address: P.O. Box 796754

City: Dallas, State: TX Zip 75379

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/12/13
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

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

By Tyler Hawkins Date: 8/21/2013
Authorized Representative - must sign by hand

Officer Name and Title: TYLER HAWKINS PRESIDENT
Please Print

Business Telephone Number 972-345-2234 FAX: 972-381-7645

E-mail Address: THC SRHTrees.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 $50,000)*: _____ 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. 11553 for trees for parks, by and between the City of Lubbock and West Texas Services, Inc. d/b/a Tom's Tree Place, 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.

THAT, in reference to this purchase, the Council finds that this local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the award of the contract to the local bidder, including the employment of residents of the municipality and increased tax revenues to the municipality.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Tom's Tree Place
October 11, 2013

CONTRACT 11553

City of Lubbock, TX
Contract For Services
Trees for Parks

THIS CONTRACT made and entered into this **24th** day of **October, 2013**, by and between the City of Lubbock ("City"), and **West Texas Services, Inc. dba Tom's Tree Place**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Trees for Parks 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 trees for parks.

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, Trees for Parks and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	500,000
Automotive Liability Combined Single Limit Any Auto	500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11465-TL, 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:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY Alex Scarborough
Authorized Representative

Alex Scarborough
Print Name

5104 - 34th
Address

Lubbock, TX 79410
City, State, Zip Code

City of Lubbock, TX
West Texas Services, Inc dba Tom's Tree Place
Exhibit A

ITB 13-11465-TL
Trees for Parks

Item	Qty	U/M	Description/Vendor	Unit Price 1-15
3	100	EA	Pinus Eldarica Elderica Pine	91
7	100	EA	Pinus Edulis Pinyon Pine	132

City of Lubbock, TX
Parks and Recreation Department
Specifications

1. General

1.1 Scope of Work

A. To furnish trees on an annual basis as needed for parkland properties as specified.

2. Quality Assurance

2.1 Qualifications of Bidder

A. Bidder to have minimum of three years experience of supplying trees of similar characteristics and size.

B. Bidder to furnish, at Owner's request, references of quality of trees for determination of ability of Bidder to supply plant materials as required.

2.2 Quality of Trees

A. All trees not otherwise specified in this document shall conform to ANSI Z60.1 1990.

B. Trees to be true to scientific and common name variety as specified.

C. Trees to be sound, healthy, vigorous, well branched, densely foliated (when in leaf), and have healthy, unbroken, well developed root systems.

D. Trees shall be free from disease, insects, and defects such as knots, sun scald, windburn, injuries, abrasions, or disfigurement.

E. All trees shall have straight trunks, unless specified otherwise, and canopy branches to begin no lower than four feet in height. Evergreen conifers are excluded.

F. Container grown trees shall have a compact root system. Fibrous roots shall be well developed so that the root mass will retain its shape and hold together when removed from the container. They shall fill the specified container, but shall show no evidence of being or having been root bound. Trees recently collected from native sites to be seasoned for a period of one year. Trees recently collected from the wild or balled and potted plants are not acceptable.

G. Trees shall be grown in and/or conditioned to climatic conditions similar to those of the planting site.

H. Minimum Tree Trunk Caliper/Root Zone Dimensions:

Shade/Deciduous/Broadleaf Evergreen

2" - 2 1/2" caliper - 30 gal. container or 24"x15" ball minimum.

Coniferous Evergreens

7ft to 8ft. height - 20 gal. container or 27"x18" deep ball minimum.

I. All trees shall be single trunk.

2.3 Measurement of Deciduous and Broadleaf Evergreen Trees

A. Deciduous trees shall be measured in units of average height in feet and by average caliper.

B. Deciduous trees below four inch caliper to be measured six inches above ground level. If caliper is greater than four inches, measurements to be taken twelve inches above ground level.

C. Trees delivered in response to this bid shall, in the aggregate, average the minimum caliper specified on the Bid Sheet. No trees with a caliper 1/2 inch less than the specified minimum shall be accepted.

2.4 Measurement of Coniferous Evergreen Trees.

A. Evergreen trees to be measured in units of average height in feet.

B. Evergreen trees to be free from bud tip damage.

3. Product Delivery, Inspection, Storage, and Handling

3.1 Delivery – owner's option

A. Trees may be delivered to the owner at the Central Shop Maintenance Facility, 1912 Erskine, Lubbock, Texas 79415; they may be made available at the vendor's place of business in Lubbock or delivered to the location to be planted for the City of Lubbock.

B. Protect all material during delivery prevent damage to foliage.

3.2 Inspection

A. The owner shall reserve the right to inspect all trees before and/or after it has been removed from truck.

B. Owner shall reject any damaged, diseased, or other trees, which does not conform to specifications.

C. It shall be the Vendor's responsibility to replace any nonconforming trees with conforming materials at no expense to the owner.

3.3 Storage

A. Protect all roots of tree from desiccation or other possible injury.

B. Take necessary precautions to protect in adverse weather.

C. Branches shall be protected from wind or other possible damage.

3.4 Handling

A. Do not damage trunk or crown of plant material.

B. Trees shall not be picked up or moved by the trunks, branches, stems, or foliage, and shall instead be lifted by the container or root ball.

C. Any material damaged in way described in this subsection shall be replaced at Bidders expense.

4. Warranty

4.1 Tree supplier shall guarantee all trees to be in excellent condition when accepted by owner. All defective or dead plant material shall be replaced at tree supplier's expense. Supplier shall guarantee tree to produce a full set of leaves throughout the branch structure.

5. Payment

5.1 Payment will be made by Credit Card, Direct Payment Request or Purchase Order, whichever is most advantageous to owner.

End of Section

Bid Form
Trees for Parks
City of Lubbock, TX
ITB No. 13-11465-TL

In compliance with the **Invitation to Bid 13-11465-TL**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11465-TL** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

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2.	40	EA	Jeniperus Chinenis Keteleeri, 7ft to 8 ft tall	----	----	----
3.	100	EA	Pinus Eldarica Elderica Pine,7ft to 8 ft tall	90.50	~~90.50~~	~~20~~
4.	40	EA	Malus Radiant Crabapple, 2-2 ½ in. Caliper	~~182.25~~	~~182.25~~	~~20~~
5.	40	EA	Koelreuteria Paniculata Golden Rain Tree, 2-2 ½ in. Caliper	~~202.50~~	~~202.50~~	~~20~~
6.	40	EA	Pistacia Chinensis Chinese Pistache, 2-2 ½ in. Caliper	~~160.65~~	~~160.65~~	~~20~~
7.	100	EA	Pinus Edulis Pinyon Pine, 7ft to 8 ft tall	132.30	~~132.30~~	20
8.	60	EA	Quercus Macrocarpa Bur Oak, 2-2 ½ in. caliper	~~160.65~~	~~160.65~~	~~20~~
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10.	60	EA	Quercus Virginiana var 'Fusiformis' Live Oak, 2-2 ½ in. Caliper	----	----	----
11.	60	EA.	Ulmus Parvifolia Lacebark Elm 2-2 ½ in. Caliper	~~160.65~~	~~160.65~~	~~20~~
12.	60	EA.	Ulmus Crassifolial Cedar Elm 2-2 ½ in. Caliper	~~160.65~~	~~160.65~~	~~20~~
13.	40	EA.	Taxodium Distichum Bald Cypress, 2-2 ½ in. Caliper	~~135.00~~	~~135.00~~	~~20~~

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

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

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

The City of Lubbock is seeking a contract for Trees for Parks Annual Pricing 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.

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

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

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

YES X NO _____

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

THIS BID IS SUBMITTED BY West Texas Services, 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 Lubbock

Firm: West Texas Services, Inc DBA Tom's Tree Place

Address: 5104 34th

City: Lubbock State: TX Zip 79410

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 8/12/13
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

NONE

By Shellie Scarborough Date: 8/27/13
Authorized Representative - must sign by hand

Officer Name and Title: Alex Scarborough, President
Please Print

Business Telephone Number 806-799-3677 FAX: 806-799-8743

E-mail Address: alexs@tomstreeplace.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 $50,000)*: _____ 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
Purchasing and Contract Management
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility

Pursuant to Texas Local Government Code §271.9051, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder;

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

This section does not prohibit a municipality from rejecting all bids.

This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

In order to receive consideration, bidders must submit this affidavit to:

Marta Alvarez, Director of Purchasing
And Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, TX 79401

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: West Texas Services, Inc DBA Tom's Tree Place

Local Address (must be within the City limits): 5104- 34th Lubbock, TX 79410

Address of the company's principal place of business within the United States: same

1. How many residents of the City of Lubbock are employed at the above business location? 23
2. Year your business was established in the City of Lubbock: 1950
3. For transactions that require sales tax, provide the following Reseller information:

   Reseller Permit Number: 1-75-1224222-7

   Company Name and Address (as it appears on permit):

   West Texas Services, Inc
   Tom's Tree Place
4. Does your business have more than one office in the State of Texas? _____ Yes __X__ No
   If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:

   _____

   _____
5. Was the local business required to pay business and/or real property tax for the most recent tax year? __X__ Yes _____ No

   If Yes, did the local business pay any of this tax to the City of Lubbock? __X__ Yes _____ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature: Shellie Scarborough Date: 8/27/13

Printed Name and Title: Shellie Scarborough

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. 11554 for trees for parks, by and between the City of Lubbock and Nursery Direct, 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.

THAT, in reference to this purchase, the Council finds that this local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the award of the contract to the local bidder, including the employment of residents of the municipality and increased tax revenues to the municipality.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Nursery Direct
October 11, 2013

CONTRACT 11554

City of Lubbock, TX
Contract For Services
Trees for Parks

THIS CONTRACT made and entered into this **24th** day of **October, 2013**, by and between the City of Lubbock ("City"), and **Nursery Direct**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Trees for Parks 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 trees for parks.

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, Trees for Parks and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	500,000
Automotive Liability Combined Single Limit Any Auto	500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11465-TL, 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:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY Latisha Graona
Authorized Representative

Nursery Direct - Latisha Graona
Print Name

1211 Alcove Ave
Address

Lubbock, TX 79416
City, State, Zip Code

City of Lubbock, TX
Nursery Direct
Exhibit A

ITB 13-11465-TL
Trees for Parks

Item	Qty	U/M	Description/Vendor	Unit Price 16 or More
3	100	EA	Pinus Eldarica Elderica Pine	90
7	100	EA	Pinus Edulis Pinyon Pine	130

City of Lubbock, TX
Parks and Recreation Department
Specifications

1. General

1.1 Scope of Work

A. To furnish trees on an annual basis as needed for parkland properties as specified.

2. Quality Assurance

2.1 Qualifications of Bidder

A. Bidder to have minimum of three years experience of supplying trees of similar characteristics and size.

B. Bidder to furnish, at Owner's request, references of quality of trees for determination of ability of Bidder to supply plant materials as required.

2.2 Quality of Trees

A. All trees not otherwise specified in this document shall conform to ANSI Z60.1 1990.

B. Trees to be true to scientific and common name variety as specified.

C. Trees to be sound, healthy, vigorous, well branched, densely foliated (when in leaf), and have healthy, unbroken, well developed root systems.

D. Trees shall be free from disease, insects, and defects such as knots, sun scald, windburn, injuries, abrasions, or disfigurement.

E. All trees shall have straight trunks, unless specified otherwise, and canopy branches to begin no lower than four feet in height. Evergreen conifers are excluded.

F. Container grown trees shall have a compact root system. Fibrous roots shall be well developed so that the root mass will retain its shape and hold together when removed from the container. They shall fill the specified container, but shall show no evidence of being or having been root bound. Trees recently collected from native sites to be seasoned for a period of one year. Trees recently collected from the wild or balled and potted plants are not acceptable.

G. Trees shall be grown in and/or conditioned to climatic conditions similar to those of the planting site.

H. Minimum Tree Trunk Caliper/Root Zone Dimensions:

Shade/Deciduous/Broadleaf Evergreen

2" - 2 1/2" caliper - 30 gal. container or 24"x15" ball minimum.

Coniferous Evergreens

7ft to 8ft. height - 20 gal. container or 27"x18" deep ball minimum.

I. All trees shall be single trunk.

2.3 Measurement of Deciduous and Broadleaf Evergreen Trees

A. Deciduous trees shall be measured in units of average height in feet and by average caliper.

B. Deciduous trees below four inch caliper to be measured six inches above ground level. If caliper is greater than four inches, measurements to be taken twelve inches above ground level.

C. Trees delivered in response to this bid shall, in the aggregate, average the minimum caliper specified on the Bid Sheet. No trees with a caliper 1/2 inch less than the specified minimum shall be accepted.

2.4 Measurement of Coniferous Evergreen Trees.

A. Evergreen trees to be measured in units of average height in feet.

B. Evergreen trees to be free from bud tip damage.

3. Product Delivery, Inspection, Storage, and Handling

3.1 Delivery – owner's option

A. Trees may be delivered to the owner at the Central Shop Maintenance Facility, 1912 Erskine, Lubbock, Texas 79415; they may be made available at the vendor's place of business in Lubbock or delivered to the location to be planted for the City of Lubbock.

B. Protect all material during delivery prevent damage to foliage.

3.2 Inspection

A. The owner shall reserve the right to inspect all trees before and/or after it has been removed from truck.

B. Owner shall reject any damaged, diseased, or other trees, which does not conform to specifications.

C. It shall be the Vendor's responsibility to replace any nonconforming trees with conforming materials at no expense to the owner.

3.3 Storage

A. Protect all roots of tree from desiccation or other possible injury.

B. Take necessary precautions to protect in adverse weather.

C. Branches shall be protected from wind or other possible damage.

3.4 Handling

A. Do not damage trunk or crown of plant material.

B. Trees shall not be picked up or moved by the trunks, branches, stems, or foliage, and shall instead be lifted by the container or root ball.

C. Any material damaged in way described in this subsection shall be replaced at Bidders expense.

4. Warranty

4.1 Tree supplier shall guarantee all trees to be in excellent condition when accepted by owner. All defective or dead plant material shall be replaced at tree supplier's expense. Supplier shall guarantee tree to produce a full set of leaves throughout the branch structure.

5. Payment

5.1 Payment will be made by Credit Card, Direct Payment Request or Purchase Order, whichever is most advantageous to owner.

End of Section

Price for B+B Trees ☆

Bid Form
Trees for Parks
City of Lubbock, TX
ITB No. 13-11465-TL

In compliance with the **Invitation to Bid 13-11465-TL**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11465-TL** 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 1-15	UNIT PRICE 16 OR MORE	DELIVERY DAYS ARO**
1.	60	EA	Carya Illinoinensis Choctaw Pecan or Equivalent – No Native Pecans, 2-2 ½ in. Caliper	$	$ N/A	
2.	40	EA	Jeniperus Chinenis Keteleeri, 7ft to 8 ft tall		N/A	
3.	100	EA	Pinus Eldarica Elderica Pine,7ft to 8 ft tall		$90.00	
4.	40	EA	Malus Radiant Crabapple, 2-2 ½ in. Caliper		$165.00 $211.00	Before March-14 After Feb-14
5.	40	EA	Koelreuteria Paniculata Golden Rain Tree, 2-2 ½ in. Caliper		$158.00	
6.	40	EA	Pistacia Chinensis Chinese Pistache, 2-2 ½ in. Caliper		$143.00	
7.	100	EA	Pinus Edulis Pinyon Pine, 7ft to 8 ft tall		$130.00	
8.	60	EA	Quercus Macrocarpa Bur Oak, 2-2 ½ in. caliper		$143.00	
9.	60	EA	Quercus Texana Red Oak, 2-2 ½ in. Caliper		$130.00	
10.	60	EA	Quercus Virginiana var 'Fusiformis' Live Oak, 2-2 ½ in. Caliper		$122.00	
11.	60	EA.	Ulmus Parvifolia Lacebark Elm 2-2 ½ in. Caliper		$124.00	
12.	60	EA.	Ulmus Crassifolial Cedar Elm 2-2 ½ in. Caliper		$122.00	
13.	40	EA.	Taxodium Distichum Bald Cypress, 2-2 ½ in. Caliper		$136.00	

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

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

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

The City of Lubbock is seeking a contract for Trees for Parks Annual Pricing with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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

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

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

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

YES_____ 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.

THIS BID IS SUBMITTED BY Nursery Direct a corporation organized under the laws of the State of TX, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Nursery Direct

Address: 1211 Alcove Ave

City: Lubbock State: TX Zip 79416

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

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

By Latisha Graona Date: 8/14/13
Authorized Representative - must sign by hand

Officer Name and Title: Business Manager - Latisha Graona
Please Print

Business Telephone Number (806) 797-2988 FAX: (806) 797-0225

E-mail Address: latisha@nurserydirect.org

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*:_____ 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
Purchasing and Contract Management
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility

Pursuant to Texas Local Government Code §271.9051, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than $100,000 or a contract for other purchases in an amount of less than $500,000 with:

(1) the lowest bidder;

(2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

This section does not prohibit a municipality from rejecting all bids.

This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

In order to receive consideration, bidders must submit this affidavit to:

Marta Alvarez, Director of Purchasing
And Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, TX 79401

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Nursery Direct

Local Address (must be within the City limits): 1211 Alcove Ave Lubbock TX 79416

Address of the company's principal place of business within the United States: _____

1. How many residents of the City of Lubbock are employed at the above business location? 6
2. Year your business was established in the City of Lubbock: 2005
3. For transactions that require sales tax, provide the following Reseller information:

   Reseller Permit Number: 20-2054359-6

   Company Name and Address (as it appears on permit):
   Nursery Direct Lubbock
   1211 Alcove Ave, Lubbock TX 79416
4. Does your business have more than one office in the State of Texas? X Yes _____ No
   If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:
   Nursery Direct Stephenville, Nursery Direct Lubbock
5. Was the local business required to pay business and/or real property tax for the most recent tax year? X Yes _____ No

   If Yes, did the local business pay any of this tax to the City of Lubbock? X Yes _____ No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature: Latisha Graona Date: 8/14/13

Printed Name and Title: Latisha Graona

City of Lubbock, TX
Parks and Recreation
Bid Tabulation
October 24, 2013

BID 13-11465-TL
Trees for Parks

Item	Qty	UOM	Description/Vendor	Location	Unit Price 1-15
1	60	EA	Carya Illinoinensis Choctaw Pecan 2-21/2 in. Caliper		
			John Deere Landscapes	**Cleveland, OH**	**120**
			Miller Nursery and Tree Co.	Stephenville, TX	125
			SRH Trees, Inc.	Dallas, TX	144
			Best Horticultural Solutions Inc.	Cedar Park, TX	190
2	40	EA	Jeniperus Chinenis Keteleeri 7-8 ft		
			SRH Trees, Inc.	**Dallas, TX**	**125**
			Best Horticultural Solutions Inc.	Cedar Park, TX	160
3	100	EA	Pinus Eldarica Elderica Pine, 7-8 ft		
			SRH Trees, Inc.	**Dallas, TX**	**90**
			West Texas Services dba Tom's Tree Place	Lubbock, TX	91
			Best Horticultural Solutions Inc.	Cedar Park, TX	115
			John Deere Landscapes	Cleveland, OH	195
4	40	EA	Malus Radiant Crabapple 2-21/2 in.Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**91**
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	182
5	40	EA	Koelreuteria Paniculata Golden Rain Tree 2-21/2 in. Caliper		
			John Deere Landscapes	**Cleveland, OH**	**120**
			SRH Trees, Inc.	Dallas, TX	122
			Best Horticultural Solutions Inc.	Cedar Park, TX	175
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	203
6	40	EA	Pistacia Chinensis Chinese Pistache 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**112**
			John Deere Landscapes	Cleveland, OH	120
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Best Horticultural Solutions Inc.	Cedar Park, TX	169
7	100	EA	Pinus Edulis Pinyon Pine 7-8 ft		
			West Texas Services Inc. dba Tom's Tree Place	**Lubbock, TX**	**132**
			SRH Trees, Inc.	Dallas, TX	141
			Best Horticultural Solutions Inc.	Cedar Park, TX	NQAS
8	60	EA	Quercus Macrocarpa Bur Oak 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**94**
			John Deere Landscapes	Cleveland, OH	120
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Best Horticultural Solutions	Cedar Park, TX	169
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS

City of Lubbock, TX
Parks and Recreation
Bid Tabulation
October 24, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price 1-15
9	60	EA	Quercus Texana Red Oak 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**112**
			John Deere Landscapes	Cleveland, OH	120
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Best Horticultural Solutions Inc.	Cedar Park, TX	169
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
10	60	EA	Quercus Virginiana var Fusiformis Live Oak 2-21/2 in Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**106**
			John Deere Landscapes	Cleveland, OH	120
			Best Horticultural Solutions Inc.	Cedar Park, TX	169
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
11	60	EA	Ulmus Parvifolia Lacebark Elm 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**106**
			John Deere Landscapes	Cleveland, OH	120
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Best Horticultural Solutions Inc.	Cedar Park, TX	169
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
12	60	EA	Ulmus Crassifolial Cedar Elm 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**106**
			John Deere Landscapes	Cleveland, OH	120
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Best Horticultural Solutions Inc.	Cedar Park, TX	169
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
13	40	EA	Taxodium Distichum Bald Cyress 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**106**
			John Deere Landscapes	Cleveland, OH	120
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	135
			Best Horticultural Solutions Inc.	Cedar Park, TX	169
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS

Item by Item:

John Deere Landscapes Items 1,5	Cleveland, OH	$	12,000
West Texas Services Inc. dba Tom's Tree Place Item 3,7	Lubbock, TX		22,300
SRH Trees, Inc. Items 2,4,6,8,9,10,11,12,13	Dallas, TX		48,800

NQAS Not Quoted As Specified

Item 3 - West Texas Services Inc. dba Tom's Tree Place of Lubbock, TX bid did meet the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.

City of Lubbock, TX
Parks and Recreation
Bid Tabulation
October 24, 2013

BID 13-11465-TL
Trees for Parks

Item	Qty	UOM	Description/Vendor	Location	Unit Price 16 or More
1	60	EA	Carya Illinoinensis Choctaw Pecan 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**$ 141**
			Hardy Trees, Inc.	Lubbock, TX	205
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
2	40	EA	Jeniperus Chinenis Keteleeri 7-8 ft		
			SRH Trees, Inc.	**Dallas, TX**	**123**
			Hardy Trees, Inc.	Lubbock, TX	208
3	100	EA	Pinus Eldarica Elderica Pine, 7-8 ft		
			SRH Trees, Inc.	**Dallas, TX**	**88**
			Nursery Direct	Lubbock, TX	90
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	91
			Hardy Trees, Inc.	Lubbock, TX	115
4	40	EA	Malus Radiant Crabapple 2-21/2 in.Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**89**
			Hardy Trees, Inc.	Lubbock, TX	163
			Nursery Direct	Lubbock, TX	165
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	182
5	40	EA	Koelreuteria Paniculata Golden Rain Tree 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**120**
			Nursery Direct	Lubbock, TX	158
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	203
			Hardy Trees, Inc.	Lubbock, TX	213
6	40	EA	Pistacia Chinensis Chinese Pistache 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**110**
			Hardy Trees, Inc.	Lubbock, TX	140
			Nursery Direct	Lubbock, TX	143
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
7	100	EA	Pinus Edulis Pinyon Pine 7-8 ft		
			Nursery Direct	**Lubbock, TX**	**130**
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	132
			SRH Trees, Inc.	Dallas, TX	138
			Hardy Trees, Inc.	Lubbock, TX	140
8	60	EA	Quercus Macrocarpa Bur Oak 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**92**
			Hardy Trees, Inc.	Lubbock, TX	140
			Nursery Direct	Lubbock, TX	143
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS

City of Lubbock, TX
Parks and Recreation
Bid Tabulation
October 24, 2013

Item	Qty	UOM	Description/Vendor	Location	Unit Price 16 or More
9	60	EA	Quercus Texana Red Oak 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**110**
			Nursery Direct	Lubbock, TX	130
			Hardy Trees, Inc.	Lubbock, TX	140
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
10	60	EA	Quercus Virginiana var Fusiformis Live Oak 2-21/2 in Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**104**
			Nursery Direct	Lubbock, TX	122
			Hardy Trees, Inc.	Lubbock, TX	140
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
11	60	EA	Ulmus Parvifolia Lacebark Elm 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**104**
			Nursery Direct	Lubbock, TX	124
			Hardy Trees, Inc.	Lubbock, TX	140
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
12	60	EA	Ulmus Crassifolial Cedar Elm 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**104**
			Nursery Direct	Lubbock, TX	122
			Hardy Trees, Inc.	Lubbock, TX	140
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	161
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS
13	40	EA	Taxodium Distichum Bald Cyress 2-21/2 in. Caliper		
			SRH Trees, Inc.	**Dallas, TX**	**104**
			West Texas Services Inc. dba Tom's Tree Place	Lubbock, TX	135
			Nursery Direct	Lubbock, TX	136
			Hardy Trees, Inc.	Lubbock, TX	140
			Miller Nursery and Tree Co.	Stephenville, TX	NQAS

Item by Item:

Nursery Direct Item 3, 7	Lubbock, TX	$	22,000
SRH Trees, Inc. Items 1,2,4,5,6,8,9,10,11,12,13	Dallas, TX		61,080

NQAS Not Quoted As Specified

Item 3 - Nursery Direct of Lubbock, TX bid did meet the statutory requirement for consideration of location of a bidder's principal place of business because 1) their principal place of business is in the City of Lubbock and 2) their bid is within 5% of the low bid from the non-resident bidder.

Regular City Council Meeting **5. 15.**

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution - Health Services: Consider a resolution authorizing the Mayor to execute a contract 11587 for a Memorandum of Understanding (MOU) with StarCare Specialty Health System, formerly known as MHMR, which will assist individuals with referrals for needed care.

Item Summary

This agreement will provide the Health Department the opportunity to assist individuals with referrals for needed care at StarCare Specialty Health System. With this agency agreement the Health Department will have an opportunity to work with individuals and assure they are receiving needed care.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services. These three services include(s): 1. Inform, educate, and empower people about health issues, 2. Link people to needed personal health services, and 3. Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & MOU - HIV Outreach

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to participate in an interagency collaborative effort to increase opportunities for healthy lifestyle choices that will reduce the incidence of HIV infection; to provide alcohol, tobacco and other drug prevention and intervention services to the community at large; to develop strategies in an effort to identify gaps in services; to prevent duplication of services so to better meet the needs of the community; to help identify individuals who meet the priority population criteria and invite them to participate in the various activities of StarCare; and to participate in a collaborative effort to empower the community in developing a natural support system.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – HIV Outreach, and any associated documents.

Passed by the City Council on this ____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

Q:\CCDOCS\RES.StarCare HIV AIDS 2013.doc

StarCare Specialty Health System
Memorandum of Understanding
HIV Outreach

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center (LRMHMRC)
DBA StarCare Specialty Health System (StarCare)
904 Ave O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
1902 Texas Ave, Lubbock, TX 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to increase opportunities for healthy lifestyle choices that will reduce the incidence of HIV infection and to provide alcohol, tobacco and other drug prevention and intervention services to the community at large.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide access to productive, supportive services and activities offered through the StarCare network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and drug testing).

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Provide outreach services that include screening, referral, and follow-up services for further treatment.

(e) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(f) Provide prevention education and skills training regarding substance abuse and HIV through jail outreach, treatment centers, and halfway houses.

(g) Provide crisis intervention to provide immediate response to individuals and/or families in crisis.

(h) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

(c) Participate in a collaborative effort to empower the community in developing a natural support system.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2013 and shall terminate August 31, 2014.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare:

Cathy Pope Date
Chief Executive Officer

Robyn Johnston 8/12/13
Robyn Johnston Date
Chief of Authority Services

Approved as to form:
John C. Grace
State Bar No. 00787574

City of Lubbock Health Department:

Signature Date

Signature Date

APPROVED AS TO CONTENT: Rebecca Brawley

Attest: Rebecca Garza, City Secretary

Regular City Council Meeting **5. 16.**

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution - Health Services: Consider a resolution authorizing the Mayor to execute contract 11588 with StarCare Specialty Health System to refer identified individuals who meet the priority or target population to StarCare for education, outreach, family services, referrals and or treatment.

Item Summary

This agreement will help to develop strategies in an effort to identify gaps in service; to prevent duplication of services; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - MOU Outreach

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community; to identify gaps in service; to prevent duplication of services; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – Outreach, Screening, Assessment, and Referral, and any associated documents.

Passed by the City Council on this _____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

Q:\CCDOCS\RES.StarCare Outreach.doc

StarCare Specialty Health System
Memorandum of Understanding
Outreach, Screening, Assessment, and Referral

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P.O. Box 2828, Lubbock, Texas 79408-2828

City of Lubbock Health Department
1902 Texas Avenue, Lubbock, Texas 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to meet the specific needs of the priority population, including serving as an essential link between prevention, intervention, and treatment services within the community.

III. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide (as appropriate) outreach, screening, assessment, and referral services to individuals and/or family members that are experiencing problems related to the use of alcohol, tobacco, or other drugs.

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred in order to identify problems and determine appropriate treatment needs in order to make referrals to needed services, including pharmacotherapy and medical services.

(d) Disseminate information to increase access to needed services, including medical care, mental health care, and substance abuse treatment.

(e) Provide crisis intervention to provide immediate response to individuals and/or families in crisis.

(f) Make prevention education available and provide referrals to prevention training opportunities in the region.

IV. OBLIGATIONS OF CITY OF LUBBOCK HEALTH DEPARTMENT:

City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies in an effort to identify gaps in services and prevent duplication of services so to better meet the needs of the community.

(b) Help identify individuals who meet the priority population criteria and invite them to participate in the various activities.

V. TERM OF AGREEMENT:

This agreement is to begin September 1, 2013 and shall terminate August 31, 2014.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare:

Cathy Pope — Date
Chief Executive Officer

Robyn Johnston 8.12.13
Robyn Johnston — Date
Chief of Authority Services

Approved as to form:
John C. Grace
State Bar No. 00787574

City of Lubbock Health Department:

Signature — Date

Signature — Date

APPROVED AS TO CONTENT: Rebecca Brawley

Attest:
Rebecca Garza, City Secretary

Regular City Council Meeting **5. 17.**

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution - Health Services: Consider a resolution authorizing the Mayor to execute a contract 11589 for a Memorandum of Understanding with StarCare Specialty Health System, formerly known as MHMR, which would allow education, outreach, referrals, and/or treatment.

Item Summary

To refer identified individuals who meet the priority or target populations to StarCare for education, outreach, family services, referrals, and/or treatment.

Through this agreement the Health Department will provide three of the ten Essential Public Health Services. These three services include(s): 1.Inform, educate, and empower people about health issues, 2. Link people to needed personal health services, and 3. Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, R.N., BSN Public Health Coordinator

Attachments

Resolution - MOU Education

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to refer identified individuals who meet the priority or target population to StarCare for education, outreach, family services, referrals and/or treatment; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding and any associated documents.

Passed by the City Council on this ____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

Q:\CCDOCS\RES.StarCare.doc

StarCare Specialty Health System
Memorandum of Understanding

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies identified below.

I. AGENCIES:

The Performing Agency: **Lubbock Regional MHMR Center (LRMHMRC) dba StarCare Specialty Health System (StarCare)**
904 Avenue O/ P.O. Box 2828, Lubbock, TX 79408-2828

The Receiving Agency: **City of Lubbock Health Department**
806 18th Street, Lubbock, TX 79408

II. STATEMENT OF SERVICES TO BE PROVIDED:

Through collaboration with StarCare, City of Lubbock Health Department will identify and refer individuals meeting the definition of priority and target population to StarCare. Through collaboration with the City of Lubbock Health Department, StarCare will provide education, outreach, family services, referrals, and/or treatment to identified individuals meeting priority or target population criteria

III. THE PERFORMING AGENCY AGREES TO:

(a) Collaborate with Receiving Agency to identify individuals who meet the Department of State Health Services (DSHS) criteria of priority or target population (refer to section V. for definitions);

(b) Provide staff, time and resources that will empower the community in developing a natural support system;

(c) Share available education and training opportunities;

(d) Provide access to productive, supportive services and activities offered through the StarCare network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and drug testing);

(e) Provide healthy adult role models who promote pro-social values, attitudes, and behavior;

(f) Collaborate with Receiving Agency to identify duplication of services and/or gaps in services within the community; and

(g) Collaborate with Receiving Agency to develop strategies to close gaps in services, prevent duplication of services and to ultimately meet the needs of the priority and target population.

IV. THE RECEIVING AGENCY AGREES TO:

(a) Help identify individuals who meet the priority or target population criteria and link them to Performing Agency's services;

(b) Collaborate with the Performing Agency to empower the community in developing a natural support system;

(c) Collaborate with the Performing Agency to identify duplication of service and/or gaps in services within the community; and

(d) Collaborate with Performing Agency to develop strategies to close gaps and prevent duplication of services and to meet the needs of the priority and target population.

V. PRIORITY AND TARGET POPULATION DEFINITIONS:

(a) Adult Mental Health Priority Population: Adults who have severe and persistent mental illnesses such as schizophrenia, major depression, bipolar disorder, or other severely disabling mental disorders which require crisis resolution or ongoing and long-term support and treatment.

(b) Adult Mental Health Target Population: Adults who have a diagnosis of schizophrenia, bipolar disorder, or severe major depression.

(c) Child and Adolescent Mental Health Priority Population: Children ages 3 through 17 with a diagnosis of mental illness who exhibit serious emotional, behavioral or mental disorders; and who (1) have a serious functional impairment; (2) are at risk of disrupting a preferred living or child care environment due to psychiatric symptoms; or (3) are enrolled in a school system's special education program because of a serious emotional disturbance.

VI. TERM OF AGREEMENT:

This Agreement is effective as of **September 1, 2013** and shall terminate **August 31, 2015.**

Both the Performing Agency and the Receiving Agency mutually agree that either party may terminate this Memorandum of Understanding with a thirty (30) day written notice.

THE UNDERSIGNED AGENCIES do hereby certify that the person or persons signing and executing this Memorandum of Understanding warrant and guarantee that they have been duly authorized by their respective Agency to execute this Memorandum of Understanding and to validly and legally bind the Agency to all the terms and provisions of this Memorandum of Understanding.

PERFORMING AGENCY:
StarCare

Cathy Pope Date
Chief Executive Officer

Robyn Johnston 8.12.13 Date
Chief of Authority Services

Approved as to form:
John C. Grace
State Bar No. 00787574

RECEIVING AGENCY:
City of Lubbock Health Department

Signature Date

Signature Date

APPROVED AS TO CONTENT: Rebecca Brawley

Attest:
Rebecca Garza, City Secretary

Regular City Council Meeting **5. 18.**

Meeting Date: 10/24/2013

Information

Agenda Item

Consider Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 33000427 with SHI Government Solutions, Inc. for the Microsoft Volume Licensing Enterprise Agreement for software maintenance licenses.

Item Summary

The software maintenance licenses will be used by the City of Lubbock employees. The purchase will be for software maintenance licenses for Microsoft CORE Client Access Licenses, OfficeProPlus, WindowsPro, ProjectPro, Project, Project Server Client Access Licenses, SharePoint Server, SQL Server Standard, VisioPro, Visual Studio UltwMSDN, and Windows Server Standard.

The purchase of the Microsoft Volume Licensing is necessary for the City of Lubbock employees to comply with licensing requirements. The Enterprise Agreement is made available from the State of Texas Department of Information Resources (DIR) Contract Number DIR-SDD-2503. 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 the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The Microsoft Volume Licensing Enterprise Agreement in the amount of $257,597 will be made with funds approved in the Systems Maintenance - Other (Electric Maintenance) 2013-2014 budget.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Purchase Order - SHI

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. 33000427 for the purchase of Microsoft volume licensing enterprise for software maintenance licenses as per DIR-SDD-2503, by and between the City of Lubbock and SHI Government Solutions, Inc. of Austin, 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.SHI Gov't Solutions-PurchaseOrd
October 9, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/09/2013
Order Number 33000427 000 OP
Branch/Plant 3410

TO:
SHI GOVERNMENT SOLUTIONS INC
1301 SOUTH MO-PAC EXPRESSWAY SUITE 375
AUSTIN Texas 78746

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 10/09/2013 Freight .
Requested 10/09/2013 Taken By D.TORRES
Delivery Per J Zhine / Req 42587 Quote 7134618 / DIR-SDD-2503

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
CoreCAL ALNG SA MVL Pltfrm	1,522.000	33.0000	EA	50,226.00	11/15/2013
OfficeProPlus ALNG SA MVL	1,522.000	86.7000	EA	131,957.40	11/15/2013
WinPro ALNG SA MVL Pltfrm	1,522.000	32.2000	EA	49,008.40	11/15/2013
PrjctPro ALNG SA MVL w1Prjct	2.000	176.6000	EA	353.20	11/15/2013
Prjct ALNG SA MVL	1.000	106.5000	EA	106.50	11/15/2013
PrjctSvrCAL ALNG SA MVL UsrCAL	5.000	32.2000	EA	161.00	11/15/2013
SharePointSvr ALNG SA MVL	1.000	1,100.6000	EA	1,100.60	11/15/2013
SQLSvrStd ALNG SA MVL	13.000	145.2000	EA	1,887.60	11/15/2013
VisioPro ALNG SA MVL	10.000	90.8000	EA	908.00	11/15/2013
VSUltwMSDN ALNG SA MVL	6.000	1,853.0000	EA	11,118.00	11/15/2013
WinSvrStd ALNG SA MVL 2Proc	75.000	143.6000	EA	10,770.00	11/15/2013

Total Order

Terms NET DUE ON RECEIPT 257,596.70

This purchase order encumbers funds in the amount of $257,596.70 awarded to SHI Government Solutions, Inc of Austin, Texas on October 24, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation 7134618 dated September 30, 2013 from SHI Government Solutions, Inc of Austin, Texas and State of Texas Department of Information Resources (DIR) Contract DIR-SDD-2503. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Pricing Proposal
Quotation #: 7134618
Created On: 9/30/2013
Valid Until: 10/30/2013

CITY OF LUBBOCK

Mark Yearwood
1611 10th Street
LUBBOCK, TX 79401
United States
Phone: (806) 775-2366
Fax:
Email: myearwood@mail.ci.lubbock.tx.us

Account Executive

Jon Sonnen
Austin, TX
Phone: 512-574-4207
Fax: 512-814-4891
Email: jon_sonnen@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	CoreCAL ALNG SA MVL Pltfrm UsrCAL Microsoft - Part#: W06-01072	1522	$33.00	$50,226.00
2	OfficeProPlus ALNG SA MVL Pltfrm Microsoft - Part#: 269-12442	1522	$86.70	$131,957.40
3	WinPro ALNG SA MVL Pltfrm Microsoft - Part#: FQC-02460	1522	$32.20	$49,008.40
4	PrjctPro ALNG SA MVL w1PrjctSvrCAL Microsoft - Part#: H30-00238	2	$176.60	$353.20
5	Prjct ALNG SA MVL Microsoft - Part#: 076-01912	1	$106.50	$106.50
6	PrjctSvrCAL ALNG SA MVL UsrCAL Microsoft - Part#: H21-00591	5	$32.20	$161.00
7	SharePointSvr ALNG SA MVL Microsoft - Part#: H04-00268	1	$1,100.60	$1,100.60
8	SQLSvrStd ALNG SA MVL Microsoft - Part#: 228-04433	13	$145.20	$1,887.60
9	VisioPro ALNG SA MVL Microsoft - Part#: D87-01159	10	$90.80	$908.00
10	VSUltwMSDN ALNG SA MVL Microsoft - Part#: 9JD-00053	6	$1,853.00	$11,118.00
11	WinSvrStd ALNG SA MVL 2Proc Microsoft - Part#: P73-05898	75	$143.60	$10,770.00
			Total	$257,596.70

Additional Comments

DIR CONTRACT NUMBER - DIR-SDD-2503

Regular City Council Meeting **5. 19.**

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to ratify Amendment 1 to Contract 11377, a commercial lease agreement with High Impact Properties, Ltd. for the leased premises at 2345 50th Street.

Item Summary

The weather event of June 5, 2013, caused significant damage to the Water Utilities Operations facility at Municipal Hill. The building has significant roof damage and extensive related water damage. The Streets Department facility on the I-27 frontage road also sustained extensive structural damage. The staff in both of these facilities was also relocated to the 50th Street building. As part of an emergency relocation of City staff, the City Manager authorized the lease, for a period of four months, June 2103 thru September 2013. The original lease agreement was approved by City Council on June 27, 2013, Resolution No. 2013-RO200, Item No. 5.12.

Amendment 1 extends the original contract an additional four months, ending January 31, 2014. The remaining terms and conditions remain unchanged.

Fiscal Impact

The lease amount remains as per original contract terms, $9,774 per month for the new term, October 2013 thru January 2014. The lease will be split between the cost centers of 6111, 6113 and 6311.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Agreement - High Impact Properties

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby acknowledge and ratify the act of the City Manager in executing on behalf of the City of Lubbock, an Amendment to the Commercial Lease concerning the leased premises at 2345 50th Street, by and between the City of Lubbock and High Impact Properties, Ltd, 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:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Radify Agrmt-High Impact Properties
September 30, 2013

TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL LEASE AMENDMENT

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS® IS NOT AUTHORIZED.
©Texas Association of REALTORS®, Inc. 2010

AMENDMENT TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 2345 50th , Lubbock, TX 79412

Effective on September 30, 2013 , Landlord and Tenant amend the above-referenced lease as follows:

☐ A. Leased Premises: The suite or unit number identified in Paragraph 2A(1) is:

☐ (1) changed to _____ .

☐ (2) contains approximately _____ square feet.

☒ B. Term:

☒ (1) The length of the term stated in Paragraph 3A is changed to 6 months and 25 days.

☐ (2) The Commencement Date stated in Paragraph 3A is changed to _____.

☒ (3) The Expiration Date stated in Paragraph 3A is changed to January 31, 2014 .

☐ C. Rent: The amount of the base monthly rent specified in Paragraph 4A is changed to:

$ _____ from _____ to _____ ;
$ _____ from _____ to _____ ;
$ _____ from _____ to _____ ;
$ _____ from _____ to _____ ;
$ _____ from _____ to _____ .

☐ D. Security Deposit: The amount of the security deposit in Paragraph 5 is changed to $ _____ .

☐ E. Maintenance and Repairs: The following item(s) specified in the identified subparagraph of Paragraph 15C will be maintained by the party designated below:

Para. No.	Description	Responsible Party
_____	_____	☐ N/A ☐ Landlord ☐ Tenant
_____	_____	☐ N/A ☐ Landlord ☐ Tenant
_____	_____	☐ N/A ☐ Landlord ☐ Tenant
_____	_____	☐ N/A ☐ Landlord ☐ Tenant

☐ F. Parking:

☐ (1) Common Parking: The number of vehicles identified in Paragraph A(1) of the Commercial Lease Parking Addendum is changed to _____ vehicles.

☐ (2) Restricted Common Parking for Tenants: The number of vehicles identified in Paragraph A(2) of the Commercial Lease Parking Addendum is changed to _____ vehicles.

Westar Commercial Realty, LLC 4415 71st Street, Suite 12 Lubbock, TX 79424
Phone: (806)797-3231 Fax: Kevin Watt

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Untitled

Amendment to Commercial Lease concerning 2345 50th , Lubbock, TX 79412

☐ (3) Assigned Parking: Tenant's assigned parking areas identified in Paragraph A(3) of the Commercial Lease Parking Addendum is changed to _____

_____

_____

_____ .

☐ (4) Parking Rental: The amount of rent identified in Paragraph B of the Commercial Lease Parking Addendum is changed to $ _____ .

☐ G. Other: Paragraph(s) _____ are changed to read *(cite specific paragraphs and copy the applicable paragraphs verbatim, making any necessary changes)*:

Landlord: High Impact Properties, LTD

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: 9/26/2013

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

Tenant: City of Lubbock

By: _____

By (signature): _____

Printed Name: _____

Title: _____ Date: _____

By: _____

By (signature): _____

Printed Name: MARK YEARWOOD

Title: ACM Date: 9/26/13

(TAR-2114) 1-26-10 MS

Produced with ZipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com

Untitled

Regular City Council Meeting **5. 20.**

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute job order Contract 13-11546-JOC with Minnix Commercial Partners, LTD. for the various renovations for the Lubbock Fire Administration Complex located at 1515 East Ursuline.

Item Summary

The job order contract involves work at the training area and Fire Station No. 2 of the Fire Administration Complex. The work in the training area will include removing approximately 8,500 sq.ft. of floor covering material and 2,500 linear foot of rubber base. New floor covering will include approximately 1,430 sq.ft. of rubber athletic flooring, 298 yards 26/30 oz. nylon loop carpeting, 6,208 sq. ft. of bromanite diamond polished concrete with level II finish (1500 grit finish) and 481 sq.ft. 1/8" vinyl composition tile. Additional work will include interior painting of walls and frames and refinishing of all interior doors. Mechanical work will include new stainless steel break counter with sink and related plumbing services. Limited electrical is also included. Total for the Training area is $116,988.02.

Fire Station No. 2 portion will include demolition of existing sheet vinyl floor covering (2,975 sq.ft.) and rubber base. The installation of new floor covering will include 2,012 sq. ft. of bromanite diamond polished concrete with level II finish (1500 grit finish), 107 yards 24 oz. nylon carpet tiles and rubber base. Additional work will include installation of new stainless steel counter with new sink and related plumbing equipment. Interior painting of walls and frames are also included. Cost for work associated with Fire Station No. 2 portion is $44,276.22.

The $161,264 contract with Minnix Commercial Partners, LTD of Lubbock, Texas, is made through the Buyboard Contract No.: Area I-1- MCP using an electronic system, known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contracts are based on a catalog of pre-priced construction tasks for all divisions of construction. Administered and endorsed by the Texas Association of School Boards (TASB) the BuyBoard is a Local Purchasing Cooperative designed to help members' purchasing power and to simplify the purchasing process using a customized electronic system. It also helps members comply with state bidding requirements and to identify qualified vendors of commodities, goods and services. The cooperative is endorsed by the Texas Municipal League, Texas Association of Counties, and Texas Association of School Administrators. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

Fiscal Impact

$2,345,009 is appropriated in Capital Improvement Project No. 91220, Major Repairs at Fire Stations, with $161,264 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager
Mike Kemp, Fire Chief

Attachments

Resolution & Contract - Minnix

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11546 for various renovations at the City of Lubbock Fire Administration Complex, by and between the City of Lubbock and Minnix Commercial Partners, Ltd. and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Minnix
October 2, 2013

Work Order Signature Document

BUYBOARD EQIQC Contract No.: 2012 Area J - MCP

☐ New Work Order ☐ Modify and Existing Work Order

Work Order Number: 011295.12 Work Order Date: 8/5/2013

Work Order Title: Lubbock Fire Training Flooring-Bomanite Options

Owner Name:	City of Lubbock	Contractor Name:	Minnix Commercial Partners, Ltd.
Contact:	Wesley Everett	Contact:	Keenan Davis
Phone:	(806) 775-2665	Phone:	(806) 798-7335

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EZIQC Contract No. 2012 Area J – MCP.

Brief Work Order Description:
Lubbock Fire Training Flooring-Bomanite Options

Time of Performance
LIQUIDATED DAMAGES: If the performance period of a Job Order exceeds 30 days, partial payment is authorized, based on a percentage of completion minus a 5% retainage of total sum of JO. Liquidated damages may be assessed if project extends beyond JO agreed completion date

Work Order Number	Location	Amount of Contract
011295.02	Fire Training Complex 1515 E. Ursuline. Lubbock, Texas	$161, 264.24

CITY OF LUBBOCK

Glen C. Robertson, Mayor

Keenan Davis, Project Manager
Minnix Commercial Partners, Ltd.

Attest: _____
Rebecca Garza, City Secretary

Owner's Representative

Wesley Everett, Director of Facilities

APPROVED AS CONTENT:

Mark Yearwood, Chief Information Office
Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney

Work Order Signature Document

BUYBOARD EZIQC Contract No.: Area I - 1 MCP - Option 1

[ ] **New Work Order** [X] **Modify an Existing Work Order**

Work Order Number: 011295.02 Work Order Date:

Work Order Title: Lubbock- Fire Training Flooring_ Bomanite

Owner Name:	City of Lubbock	Contractor Name:	Minnix Commercial Partners, LTD
Contact:	Wes Everett	Contact:	Keenan Davis
Phone:	806-775-2275	Phone:	(806) 798-7335

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EZIQC Contract No Area I - 1 MCP - Option 1.

Brief Work Order Description:

Fire Training Flooring - Bomanite Option.

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: [X] Will not apply: [ ]

Work Order Firm Fixed Price: $116,988.02

Owner Purchase Order Number:

Approvals

Owner 10/7/13 Date

Contractor 10-3-13 Date

Detailed Scope of Work

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

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

Date Printed: October 02, 2013

Work Order Number: 011295.02

Work Order Title: Lubbock- Fire Training Flooring_ Bomanite

Brief Scope: Fire Training Flooring - Bomanite Option.

☐ **Preliminary**	☐ **Revised**	☒ **Final**

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

Remove existing flooring and base, provide new in the following Rooms:

Bomanite Polished Concrete - B101, B102, B103, B104, B105, B106, B107, B108, B109, B120, B130, B131, B134, B135, B136
Carpet- B111, B121, B122, B123, B124, B125, B126, B138
Triumph Athletic Flooring - B 117, B137
No flooring in Room B132, B133

Paint all walls and jambs as discussed.
Wipe down all doors with Watco as discussed.
Modify existing cabinets/countertop in break room.
Provide new stainless steel top with integral sink in break room from wall to wall.
Install new garbage disposal and necessary electrical.
Install water line with in-line filter to coffee maker. Coffee maker provided and installed by others.
Provide new faucet, drain lines, and stops.
Joint filler in exposed concrete flooring control joints.
Bomanite Diamond polished concrete to be Level II finish (1500 Grit).

Excluded:
Staining, dyeing, decorative scoring, logo, or burnishing.
Deep grinding for a "terrazzo finish" is excluded as well.
Major unforeseen prep work of concrete.

Detailed Scope of Work Continues..

Work Order Number: 011295.02
Work Order Title: Lubbock- Fire Training Flooring_ Bomanite

Contractor — Date: 10-3-13

Owner — Date: 10/7/13

Contractor's Price Proposal CSI - Summary

Date: October 02, 2013

Re:

IQC Master Contract #:	Area I - 1 MCP - Option 1
Work Order #:	011295.02
Owner PO #:	
Title:	Lubbock- Fire Training Flooring_ Bomanite
Contractor:	Minnix Commercial Partners, LTD
Proposal Value:	$116,988.02

No Section Input	**$66,341.15**
01 - General Requirements	**$15,165.13**
03 - Concrete	**$840.07**
08 - Openings	**$326.40**
09 - Finishes	**$33,867.30**
11 - Equipment	**$173.94**
15 - Mechanical	**$274.03**
Proposal Total	**$116,988.02**

The Percentage of NPP on this Proposal: **65.86%**

Contractor's Price Proposal CSI - Detail

Date: October 02, 2013

Re:

IQC Master Contract #:	Area I - 1 MCP - Option 1
Work Order #:	011295.02
Owner PO #:	
Title:	Lubbock- Fire Training Flooring_ Bomanite
Contractor:	Minnix Commercial Partners, LTD
Proposal Value:	$116,988.02

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

No Section Input

1	90	00	00	17		SF	Triumph Rubber Athletic Flooring						$25,639.90
					NPP	Installation	Quantity 1,430.00	x	Unit Price 17.93	x	Factor 1.0000	= Total 25,639.90	
2	90	00	00	25		SF	Bomanite Diamond Polished Concrete with Level II Finish (1500 Grit)						$34,144.00
					NPP	Installation	Quantity 6,208.00	x	Unit Price 5.50	x	Factor 1.0000	= Total 34,144.00	
3	90	00	00	28		LF	Polyurea Joint Filler						$2,015.00
					NPP	Installation	Quantity 500.00	x	Unit Price 4.03	x	Factor 1.0000	= Total 2,015.00	
4	90	00	00	27		EA	Stainless Steel Countertop with Integral Sink and 1 1/2" plywood Substrate						$4,542.25
					NPP	Installation	Quantity 1.00	x	Unit Price 4,542.25	x	Factor 1.0000	= Total 4,542.25	

Subtotal for No Section Input **$66,341.15**

01 - General Requirements

5	01000			0012		SY	Mohawk 26-30oz Nylon Loop Carpeting						$10,245.24
					NPP	Installation	Quantity 298.00	x	Unit Price 34.38	x	Factor 1.0000	= Total 10,245.24	
6	01	22	20	00 0055		HR	Maintenance Electrician, With Truck And ToolsThis task will be used specifically for maintenance service calls.						$229.59
					NPP	Installation	Quantity 3.00	x	Unit Price 61.22	x	Factor 1.2501	= Total 229.59	
							Electrical for Break room sink.						
7	01	22	20	00 0058		HR	Maintenance Plumber With Truck And ToolsThis task will be used specifically for maintenance service calls.						$236.49
					NPP	Installation	Quantity 3.00	x	Unit Price 63.06	x	Factor 1.2501	= Total 236.49	
							Plumbing for coffee maker with in-line filter.						
8	01352			0006		HR	CarpenterNote: Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.						$334.73
						Installation	Quantity 8.00	x	Unit Price 33.47	x	Factor 1.2501	= Total 334.73	
							Modifying existing countertop/Cabinet						

Work Order Number: 011295.02
Work Order Title: Lubbock- Fire Training Flooring_ Bomanite

	Sect.	Item	Modifer	UOM	Description							Line Total
Labor	Equip.	Material	(Excluded if marked with an X)									
01 - General Requirements												
9	01510	0010		EA	Any Size Dumpster							$312.53
						Quantity		Unit Price		Factor	= Total	
				Installation		5.00	x	50.00	x	1.2501	= 312.53	
10	01510	0011		EA	Dumpster In/Out Fee							$781.31
						Quantity		Unit Price		Factor	= Total	
				Installation		5.00	x	125.00	x	1.2501	= 781.31	
11	01510	0012		EA	Dumpster Daily Fee							$150.01
						Quantity		Unit Price		Factor	= Total	
				Installation		60.00	x	2.00	x	1.2501	= 150.01	
12	01560	0003		SF	6 Mil Plastic Sheeting, Applied To Walls Or Ceilings							$2,875.23
						Quantity		Unit Price		Factor	= Total	
				Installation		10,000.00	x	0.23	x	1.2501	= 2,875.23	
Subtotal for 01 - General Requirements												**$15,165.13**
03 - Concrete												
13	03540	0005		SF	3/4" Thick Self Leveling Underlayment For Concrete Floors Including Surface Preparation							$840.07
						Quantity		Unit Price		Factor	= Total	
				Installation		175.00	x	3.84	x	1.2501	= 840.07	
Subtotal for 03 - Concrete												**$840.07**
08 - Openings												
14	08210	0215		EA	Remove And Reinstall Wood Door							$326.40
						Quantity		Unit Price		Factor	= Total	
				Installation		7.00	x	37.30	x	1.2501	= 326.40	
Subtotal for 08 - Openings												**$326.40**
09 - Finishes												
15	09250	0046		SF	Tape, Spackle And Finish Drywall Walls Up To 10' Height							$506.29
						Quantity		Unit Price		Factor	= Total	
				Installation		1,500.00	x	0.27	x	1.2501	= 506.29	
					For holes in all areas.							
16	09650	0025		SF	Travertine Pattern Vinyl Composition Tile 1/8" Thick							$5,762.12
						Quantity		Unit Price		Factor	= Total	
				Installation		481.00	x	1.93	x	1.2501	= 1,160.51	
				Demolition		8,180.00	x	0.45	x	1.2501	= 4,601.62	
17	09650	0037		LF	Vinyl Floor Tile Reducer Strip, Black Or Brown							$56.82
						Quantity		Unit Price		Factor	= Total	
				Installation		45.00	x	1.01	x	1.2501	= 56.82	
18	09650	0040		SF	Remove Glue From Concrete FloorNote: For removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.							$5,125.66
						Quantity		Unit Price		Factor	= Total	
				Installation		10,790.00	x	0.38	x	1.2501	= 5,125.66	

Work Order Number: 011295.02
Work Order Title: Lubbock- Fire Training Flooring_ Bomanite

Labor	Sect. Equip.	Item Material	Modifer (Excluded if marked with an X)	UOM	Description	Line Total
09 - Finishes						
19	09650	0049		LF	4" High 1/8" Rubber Base, Group 2 All (Except White)	$6,094.24
				Installation	Quantity 2,500.00 x Unit Price 1.50 x Factor 1.2501 = Total 4,687.88	
				Demolition	2,500.00 x 0.45 x 1.2501 = 1,406.36	
20	09680	0027		SY	28 Ounce, Medium Traffic, Non-Patterned, Nylon Broadloom Carpet	$924.45
				Installation	Quantity 0.00 x Unit Price 24.85 x Factor 1.2501 = Total 0.00	
				Demolition	290.00 x 2.55 x 1.2501 = 924.45	
21	09920	0064		SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work	$15,572.18
				Installation	Quantity 24,425.00 x Unit Price 0.51 x Factor 1.2501 = Total 15,572.18	
22	09MOD	0064	0321		For Quantities > 10000 To 20000, Deduct	-$2,442.70
				Installation	Quantity 24,425.00 x Unit Price -0.08 x Factor 1.2501 = Total -2,442.70	
23	09920	0248		LF	Paint Interior Metal Frame And Trim, 2 Coats Paint, Brush/Roller Work	$888.82
				Installation	Quantity 900.00 x Unit Price 0.79 x Factor 1.2501 = Total 888.82	
24	09930	0011		EA	One Coat Shellac, Varnish Or Polyurethane Wood Door (Per Face)	$814.44
				Installation	Quantity 50.00 x Unit Price 13.03 x Factor 1.2501 = Total 814.44	
25	09945	0022		SF	Hand Scraping And Sanding Of Metal	$564.98
				Installation	Quantity 1,965.00 x Unit Price 0.23 x Factor 1.2501 = Total 564.98	
Subtotal for 09 - Finishes						**$33,867.30**
11 - Equipment						
26	11910	0082		EA	1/2 HP Insulated Garbage Disposal (GE GFC520F)	$173.94
				Installation	Quantity 1.00 x Unit Price 139.14 x Factor 1.2501 = Total 173.94	
Subtotal for 11 - Equipment						**$173.94**
15 - Mechanical						
27	15451	0212		EA	3/8" To 1/2" Compression Shut-off Valve Replacement With 15" Polybutylene Supply Tube	$55.18
				Installation	Quantity 2.00 x Unit Price 22.07 x Factor 1.2501 = Total 55.18	
28	15451	0215		EA	Double Bowl Sink/Lavatory Drain Line Replacement	$31.49
				Installation	Quantity 1.00 x Unit Price 25.19 x Factor 1.2501 = Total 31.49	
29	15451	0216		EA	Braided Stainless Steel, Compression x FIP, Supply Lines To Sink/Lavatory Replacement	$27.85
				Installation	Quantity 2.00 x Unit Price 11.14 x Factor 1.2501 = Total 27.85	

Work Order Number: 011295.02
Work Order Title: Lubbock- Fire Training Flooring_ Bomanite

Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
15 - Mechanical					
30	15451	0280	EA	Top Cast Kitchen Faucet With Spray, Single Handle, Chrome Finish, Delta 440-WF	$159.51
			Installation	Quantity 1.00 x Unit Price 127.60 x Factor 1.2501 = Total 159.51	
Subtotal for 15 - Mechanical					**$274.03**

Proposal Total **$116,988.02**

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

The Percentage of NPP on this Proposal: **65.86%**

Work Order Signature Document

BUYBOARD EZIQC Contract No.: Area I - 1 MCP - Option 1

☐ **New Work Order** ☒ **Modify an Existing Work Order**

Work Order Number: 011292.01 Work Order Date:

Work Order Title: Lubbock- FS#2 - Bomanite Option

Owner Name:	City of Lubbock	Contractor Name:	Minnix Commercial Partners, LTD
Contact:	Rodney Unrein	Contact:	Keenan Davis
Phone:	806 775-2726	Phone:	(806) 798-7335

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EZIQC Contract No Area I - 1 MCP - Option 1.

Brief Work Order Description:

FS#2 Bomanite Option.

Time of Performance ***See Schedule Section of the Detailed Scope of Work***

Liquidated Damages Will apply: ☒ Will not apply: ☐

Work Order Firm Fixed Price: $44,276.22

Owner Purchase Order Number:

Approvals

Owner 10/7/13 Date

Contractor 10-3-13 Date

BuyBoard® Cooperative Purchasing

ezIQC THE GORDIAN GROUP

Detailed Scope of Work

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

From: Rodney Unrein
City of Lubbock
1625 13th St
Lubbock, TX 79401
806 775-2726

Date Printed: October 02, 2013

Work Order Number: 011292.01

Work Order Title: Lubbock- FS#2 - Bomanite Option

Brief Scope: FS#2 Bomanite Option.

☐ **Preliminary** ☐ **Revised** ☒ **Final**

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

Minnix Commercial Partners proposes the following work to be performed at FS #2:

Removal existing flooring and base.
Bomanite Diamond Polished flooring in all areas except restrooms,bay, and dorm rooms.
Install new carpet tiles in dorm rooms with transition strips.
Demo laminate countertop and replace with stainless steel with integral double bowl sink.
Paint all walls, frames, and wipe down wood doors. Excluding Bay area.
Install disposal.
Install new stops, drain lines, and supply lines.

Contractor — Date 10-3-13

Owner — Date 10/7/13

Contractor's Price Proposal CSI - Summary

Date: October 02, 2013

Re:

IQC Master Contract #:	Area I - 1 MCP - Option 1
Work Order #:	011292.01
Owner PO #:	
Title:	Lubbock- FS#2 - Bomanite Option
Contractor:	Minnix Commercial Partners, LTD
Proposal Value:	$44,276.22

No Section Input	**$20,301.05**
01 - General Requirements	**$550.05**
06 - Wood, Plastic, and Composites	**$480.04**
08 - Openings	**$373.03**
09 - Finishes	**$22,046.85**
11 - Equipment	**$292.59**
15 - Mechanical	**$232.61**
Proposal Total	**$44,276.22**

The Percentage of NPP on this Proposal: **45.85%**

Contractor's Price Proposal CSI - Detail

Date: October 02, 2013

Re:

IQC Master Contract #:	Area I - 1 MCP - Option 1
Work Order #:	011292.01
Owner PO #:	
Title:	Lubbock- FS#2 - Bomanite Option
Contractor:	Minnix Commercial Partners, LTD
Proposal Value:	$44,276.22

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

No Section Input

1	90 00 00 25			SF	Bomanite Diamond Polished Concrete with Level II Finish (1500 Grit)								$11,066.00
			NPP	Installation		Quantity 2,012.00	x	Unit Price 5.50	x	Factor 1.0000	=	Total 11,066.00	
2	90 00 00 26			LF	Polyurea Joint Filler								$846.30
			NPP	Installation		Quantity 210.00	x	Unit Price 4.03	x	Factor 1.0000	=	Total 846.30	
3	90 00 00 28			EA	Stainless Steel Countertops with Intergral Double Bowl Sink and 1 1/2" Plywood Substrate								$8,388.75
			NPP	Installation		Quantity 1.00	x	Unit Price 8,388.75	x	Factor 1.0000	=	Total 8,388.75	

Subtotal for No Section Input **$20,301.05**

01 - General Requirements

4	01510	0010		EA	Any Size Dumpster								$125.01
				Installation		Quantity 2.00	x	Unit Price 50.00	x	Factor 1.2501	=	Total 125.01	
5	01510	0011		EA	Dumpster In/Out Fee								$312.53
				Installation		Quantity 2.00	x	Unit Price 125.00	x	Factor 1.2501	=	Total 312.53	
6	01510	0012		EA	Dumpster Daily Fee								$112.51
				Installation		Quantity 45.00	x	Unit Price 2.00	x	Factor 1.2501	=	Total 112.51	

Subtotal for 01 - General Requirements **$550.05**

06 - Wood, Plastic, and Composites

7	06415	0005		LF	Plastic Laminated Counter Top Custom Made With BacksplashNote: Up to 26" deep								$480.04
				Installation		Quantity 0.00	x	Unit Price 26.08	x	Factor 1.2501	=	Total 0.00	
				Demolition		75.00	x	5.12	x	1.2501	=	480.04	

Subtotal for 06 - Wood, Plastic, and Composites **$480.04**

08 - Openings

8	08210	0215		EA	Remove And Reinstall Wood Door								$373.03
				Installation		Quantity 8.00	x	Unit Price 37.30	x	Factor 1.2501	=	Total 373.03	

Work Order Number: 011292.01
Work Order Title: Lubbock- FS#2 - Bomanite Option

	Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)			

Subtotal for 08 - Openings **$373.03**

09 - Finishes

9	09650	0017	SF	0.085" Thick, Commercial Grade Sheet Vinyl Flooring, Assorted Colors		$966.95
				Quantity	Unit Price	Factor	Total
			Installation	0.00 x	1.44 x	1.2501 =	0.00
			Demolition	2,975.00 x	0.26 x	1.2501 =	966.95
10	09650	0037	LF	Vinyl Floor Tile Reducer Strip, Black Or Brown		$45.45
				Quantity	Unit Price	Factor	Total
			Installation	36.00 x	1.01 x	1.2501 =	45.45
11	09650	0040	SF	Remove Glue From Concrete FloorNote: For removal of glue from VCT or carpet placement. Not to be used in conjunction with demolition tasks associated with floor tile installation.		$1,413.24
				Quantity	Unit Price	Factor	Total
			Installation	2,975.00 x	0.38 x	1.2501 =	1,413.24
12	09650	0049	LF	4" High 1/8" Rubber Base, Group 2 All (Except White)		$1,706.39
				Quantity	Unit Price	Factor	Total
			Installation	700.00 x	1.50 x	1.2501 =	1,312.61
			Demolition	700.00 x	0.45 x	1.2501 =	393.78
13	09680	0061	SY	24 Ounce, Patterned, Nylon Carpet Tile		$4,947.81
				Quantity	Unit Price	Factor	Total
			Installation	107.00 x	36.99 x	1.2501 =	4,947.81
14	09910	0225	LF	Paint Metal Door Frame And Trim, 2 Coats Paint, Brush/Roller Work		$167.89
				Quantity	Unit Price	Factor	Total
			Installation	170.00 x	0.79 x	1.2501 =	167.89
15	09920	0060	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush		$12,538.50
				Quantity	Unit Price	Factor	Total
			Installation	17,000.00 x	0.59 x	1.2501 =	12,538.50
16	09930	0011	EA	One Coat Shellac, Varnish Or Polyurethane Wood Door (Per Face)		$260.62
				Quantity	Unit Price	Factor	Total
			Installation	16.00 x	13.03 x	1.2501 =	260.62

Subtotal for 09 - Finishes **$22,046.85**

11 - Equipment

17	11910	0083	EA	3/4 HP Insulated Garbage Disposal (GE GFC720F)		$213.38
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	170.69 x	1.2501 =	213.38
18	11910	0087	EA	Remove And Reinstall Stove/Range		$79.21
				Quantity	Unit Price	Factor	Total
			Installation	1.00 x	63.36 x	1.2501 =	79.21

Subtotal for 11 - Equipment **$292.59**

15 - Mechanical

Work Order Number: 011292.01
Work Order Title: Lubbock- FS#2 - Bomanite Option

Labor	Sect. Equip.	Item Material	Modifer (Excluded if marked with an X)	UOM	Description	Quantity		Unit Price		Factor		Total	Line Total
15 - Mechanical													
19	15451	0162		EA	33"x22"x8" Stainless Steel Kitchen Sink, Double Bowl, 18 Gauge (Elkay LR3322)								$39.84
				Installation		0.00	x	952.41	x	1.2501	=	0.00	
				Demolition		1.00	x	31.87	x	1.2501	=	39.84	
20	15451	0212		EA	3/8" To 1/2" Compression Shut-off Valve Replacement With 15" Polybutylene Supply Tube								$55.18
				Installation		2.00	x	22.07	x	1.2501	=	55.18	
21	15451	0215		EA	Double Bowl Sink/Lavatory Drain Line Replacement								$31.49
				Installation		1.00	x	25.19	x	1.2501	=	31.49	
22	15451	0216		EA	Braided Stainless Steel, Compression x FIP, Supply Lines To Sink/Lavatory Replacement								$27.85
				Installation		2.00	x	11.14	x	1.2501	=	27.85	
23	15451	0222		EA	Sink Basket Strainer Replacement								$31.70
				Installation		2.00	x	12.68	x	1.2501	=	31.70	
24	15451	0282		EA	Top Cast Kitchen Faucet With Spray, Single Handle, Stainless Steel Finish, Delta Brilliance 440 -SSWF								$46.55
			X	Installation		1.00	x	22.35	x	1.2501	=	27.94	
			X	Demolition		1.00	x	14.89	x	1.2501	=	18.61	
Subtotal for 15 - Mechanical													**$232.61**

Proposal Total **$44,276.22**

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

The Percentage of NPP on this Proposal: **45.85%**

City of Lubbock, TX
Capital Project
Project Cost Detail
October 24, 2013

Capital Project Number	91220
Capital Project Name	Major Repairs at Fire Stations

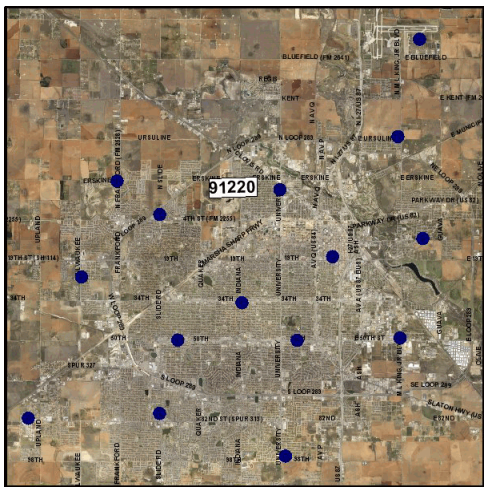
		Budget
Encumbered/Expended		
Fire Station Repairs	$	1,399,391
Equipment		201,251
City of Lubbock staff time		9,278
Agenda Item October 24, 2013		
Minnix Contract - Fire Administration Renovations		161,264
Encumbered/Expended To Date		1,771,184
Estimated Costs for Remaining Appropriation		
Fire Station Repair		573,825
Remaining Appropriation		573,825
Total Appropriation	$	2,345,009

Managing Department **Facilities**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Perform major repairs to existing fire stations.

The project includes painting, floor covering, plumbing, electrical, minor new construction, HVAC, and other related items. The project includes properly sealing the masonry blocks and other exterior surfaces and refinishing and sealing the exterior doors of the training tower to prevent further water intrusion and replacement of the roof on the burn house with a metal roof system including new metal rafters.

Project Justification
Due to the age, condition, and continual occupancy of the fire stations, renovations and maintenance of the City's 18 fire stations protects Lubbock's investment in each facility. The project remedies significant problems at existing fire stations before they become larger.The repair of the training tower will halt water intrusion that will lead to structural damage. The roof on the burn house has outlived its useful life due to the heat and smoke generated from the training facility and replacement will prevent structural damage to the facility.

Project History
$125,000 was appropriated in FY 2005-06 Budget, Ord. No. 2006-00101, September 28, 2006.
$520,009 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
$1.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$250,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$450,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,720,759	424,500	424,000	250,000	250,000	250,000	250,000	3,569,259
Construction Management Support	27,750	8,500	8,500	0	0	0	0	44,750
Design and Engineering	146,500	17,000	17,500	0	0	0	0	181,000
Total Project Appropriation	1,895,009	450,000	450,000	250,000	250,000	250,000	250,000	3,795,009

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
2005 General Obligation Bonds	125,000	0	0	0	0	0	0	125,000
FY 2011 General Fund Pay-As-You-Go	1,000,000	0	0	0	0	0	0	1,000,000
FY 2013 General Fund Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
FY 2014 General Fund Pay-As-You-Go	0	450,000	0	0	0	0	0	450,000
FY 2015 General Fund Pay-As-You-Go	0	0	450,000	0	0	0	0	450,000
FY 2016 General Fund Pay-As-You-Go	0	0	0	250,000	0	0	0	250,000
FY 2017 General Fund Pay-As-You-Go	0	0	0	0	250,000	0	0	250,000
FY 2018 General Fund Pay-As-You-Go	0	0	0	0	0	250,000	0	250,000
FY 2019 General Fund Pay-As-You-Go	0	0	0	0	0	0	250,000	250,000
General Fund Pay-As-You-Go	520,009	0	0	0	0	0	0	520,009
Total Funding Sources	1,895,009	450,000	450,000	250,000	250,000	250,000	250,000	3,795,009

Regular City Council Meeting **5. 21.**

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution - Transit: Consider a resolution authorizing the Mayor to execute Contract 11613 between the Lubbock Metropolitan Planning Organization (LMPO) and the City to be fulfilled through the services provided by Citibus.

Item Summary

The LMPO and Citibus wish to enter into a consultant contract. The contract is for $53,700 for services to be provided by Citibus to the LMPO. Citibus will produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards as required by federal agencies. Named reports include but are not limited to the following:

- Technical Study Report
- National Transit Database reporting and related data collection and analysis
- Grant application preparation
- Federal Financial Status reports
- Federal Milestone Status reports
- DBE program preparation and reports
- Safety and Security Plan update

Contingent upon funding and staff availability, the year's projects could also include the following:
- Comprehensive Fixed Route System Analysis
- Passenger Marketing Survey
- Regional Coordination Plan
- ADA Paratransit Plan

Fiscal Impact

The contract amount of $53,700 has already been included in the FY 2013-14 Citibus budget.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - LMPO

Contract - LMPO

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 Consultant Contract between the Lubbock Metropolitan Planning Organization and Citibus, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Director Community Development/Citibus Liaison

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-LMPO
October 2, 2013

LUBBOCK METROPOLITAN PLANNING ORGANIZATION
CONSULTANT CONTRACT

THE STATE OF TEXAS)(

COUNTY OF LUBBOCK)(KNOW ALL MEN BY THESE PRESENTS

This contract is made, entered and executed between the Lubbock Metropolitan Planning Organization, which is the designated Metropolitan Planning Organization (MPO) of the Lubbock urbanized area & hereinafter called the MPO, and City of Lubbock, hereinafter called the Consultant.

W I T N E S S E T H

WHEREAS, pursuant to provisions of 23 USC 134, the Governor of the State of Texas has designated the MPO to be the single-focus planning organization for the Lubbock urbanized area(s) and has executed an agreement to effectuate the designation; and,

WHEREAS, pursuant to the Governor's designation and in compliance with applicable federal, state, and local laws, regulations, and ordinances, the MPO has developed and maintains a current Unified Planning Work Program which outlines work tasks and estimated expenditures; and,

WHEREAS, the current Unified Planning Work Program has been approved by the State of Texas, acting by and through the State Department of Highways and Public Transportation, and the U.S. Department of Transportation, acting by and through the Federal Highway Administration; and,

WHEREAS, the current Unified Planning Work Program authorizes the MPO to engage a consultant to perform the services described in Subtask 3.2 of the 2013 – 2014 Unified Planning Work Program, and the Consultant has proposed a plan to complete the task, and the MPO has accepted the proposal;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, the MPO and the Consultant do mutually agree as follows.

AGREEMENT

Article 1. Contract Period

This contract becomes effective when fully executed by all parties hereto or on

October 1, 2013, whichever occurs later, and shall terminate upon the MPO's final approval of work completed by the Consultant or on September 30, 2014, whichever occurs earlier, unless otherwise terminated or modified as hereinafter provided.

Article 2. Responsibilities of the Parties

The Consultant shall undertake and complete the task as described in Attachment A, Approved Project Description, and in accordance with all terms and conditions included hereinafter.

The MPO shall provide assistance as appropriate and as specified in said Attachment A, including approval of all work.

Article 3. Compensation

The maximum amount payable under this contract shall not exceed the amount of

$ 53,700.00. The MPO may make partial proportionate payments of the fixed fee based on the amount of work completed by the Consultant.

All payments made hereunder will be made on the basis of reimbursement of actual costs incurred, not to exceed the limits authorized in Article 3, Compensation.

To be eligible for reimbursement, a cost must be incurred within the contract period specified in Article 1 above and be authorized or not prohibited in Attachment A, Scope of Services. All costs must be supported by source documents which comply with generally accepted accounting practices.

Payment of costs incurred is further governed by cost principles outlined in the Federal Acquisition Regulation, Part 31, Subpart 31.2, Contracts with Commercial Organizations.

Article 3.1

The consideration to be paid for the Services to be provided the MPO as described in Exhibit A shall be on a per-task-completed basis. This amount shall be invoiced to the MPO monthly as work is performed, or as otherwise agreed to in writing by the MPO and Consultant.

Article 3.2

It is understood by the MPO that in some cases the tasks listed in Attachment A are a continuing process and that the completion of each task is ongoing. The Consultant may charge the MPO on a recurring basis throughout the year provided that the MPO is furnished by the 15th day of each month a detailed description of the task completed including at a minimum:

1. The number of man-hours used to perform the task.

2. Cost per man-hours.

3. Any other cost associated with producing the task.

4. An explanation of how the work produced relates to Consultant's scope of work within the MPO Metropolitan Area Boundary.

5. Completed timesheets of the individuals working on each task that are used to seek reimbursement.

6. Total amount of reimbursement sought for the tasks.

Article 3.3

The parties hereto agree that funds from which payments if any, under this Agreement shall be made originate from federal and state grant funds, and are subject to and contingent upon continued funding. In the event said funding is discontinued, the MPO shall provide Consultant with seven (7) days notice thereof, and Consultant shall immediately discontinue all activities in progress pursuant to this Agreement.

Article 4. Contract Amendments

Significant changes in the terms and conditions of this contract can be made only by written amendment executed by the parties hereto prior to the changes being made.

Article 5. Additional Work

If the Consultant is of the opinion that any work it has been directed to perform is beyond the scope of this contract and constitutes additional work, the Consultant shall promptly notify the MPO in writing. In the event that the MPO finds that such work does constitute additional work, the MPO shall so advise the Consultant and provide compensation for doing the work on the same basis as the original work *or* the MPO shall advise the Consultant not to perform the work. If the compensation for the additional work will cause the maximum amount payable to be exceeded, a written amendment will be executed. Any amendment so executed must be approved within the contract period specified in Article 1.

Article 6. Changes in Work

When the approved project description requires a completed work product, the MPO will review the work as specified in the approved project description. If the MPO finds it necessary to request changes in previously satisfactorily completed work or parts thereof, the Consultant will make such revisions as requested and directed by the MPO. Such work will be considered as additional work and subject to the requirements established in Article 5.

If the MPO finds it necessary to require the Consultant to revise completed work to correct errors appearing therein, the Consultant will make such corrections, and no compensation will be paid for the corrections.

Article 7. Omitted

Article 8. Inspection of Work

The MPO, the State of Texas, and the U.S. Department of Transportation, and any authorized representative thereof, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed.

If any inspection or evaluation is made on the premises of a subcontractor, the Consultant shall provide and require his subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

Article 9. Disputes

The parties hereto shall act in good faith to resolve any and all disputes that may arise in connection with this agreement. Consultant shall be responsible for the settlement of all contractual and administrative issues arising out of procurements entered into in support of contract work.

Article 10. Noncollusion

The Consultant warrants that he/she has not employed or retained any company or person, other than a bona fide employee working for him/her, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this contract. Consultant shall also certify that he/she has not lobbied any federal officer or employee for awarding this contract pursuant to the certification at Appendix B.

Article 11. Reporting

The Consultant shall submit quarterly performance reports that provide as a minimum
(1) a comparison of actual accomplishments to the goals established for the period,
(2) reasons why established goals were not met, if appropriate, and
(3) other pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.

The Consultant shall submit a final report within 90 days after completion of the contract.

The Consultant shall promptly advise the MPO in writing of events which have a significant impact upon the contract, including:

(1) Problems, delays, or adverse conditions which will materially affect the ability to attain program objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be

accompanied by a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.

(2) Favorable developments or events that enable meeting time schedules and goals sooner than anticipated or producing more work units than originally projected.

Article 12. Records

The Consultant agrees to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and work performed hereunder and shall make such materials available at its office during the contract period and for three years from the date of final payment under the contract. Such materials shall be made available during the specified period for inspection by the authorized representatives of the MPO, the State of Texas, the U.S. Department of Transportation and the Office of the Inspector General, for the purpose of making audits, examinations, excerpts, and transcriptions.

Article 13. Subcontracts

Any subcontract for professional services rendered by individuals or organizations not a part of the Consultant's organization shall not be executed without prior authorization and approval of the subcontract by the MPO.

Subcontracts in excess of $25,000 shall contain all required provisions of this contract.

Article 14. Termination

Either party to this agreement may terminate this contract in part or in whole at any time before the date of completion whenever it is determined that the other party has failed to comply with the conditions of the contract. The terminating party shall give written notice to the other party at least seven days prior to the effective date of termination and specify the effective date of termination and the reason for termination.

If both parties to this contract agree that the continuation of the contract in whole or in part would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and, in the case of partial terminations, the portion to be terminated.

Upon termination of this contract, whether for cause or at the convenience of the parties hereto, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc., prepared by the Consultant shall, at the option of the MPO, be delivered to the MPO with no restriction on future use.

The MPO shall compensate the Consultant for those eligible expenses incurred during the contract period which are directly attributable to the completed portion of the work covered by this contract, provided that the work has been completed in a manner satisfactory and acceptable to the MPO. The Consultant shall not incur new obligations for the terminated portion after the effective date of termination.

Article 15. Remedies

Violation or breach of contract terms by the Consultant shall be grounds for termination of the contract.

This agreement shall not be considered as specifying the exclusive remedy for any default, but all remedies existing at law and in equity may be availed of by either party and shall be cumulative.

Article 16. Compliance With Laws

The Consultant shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this contract, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, and licensing laws and regulations. When required, the Consultant shall furnish the MPO with satisfactory proof of its compliance therewith.

Article 17. Successors and Assigns

The MPO and the Consultant each binds itself, its successors, executors, assigns and administrators to the other party to this agreement and to the successors, executors, assigns and administrators of such other party in respect to all covenants of this agreement. Neither the MPO nor the Consultant shall assign, sublet, or transfer his interest in this agreement without written consent of the other.

Article 18. Ownership of Documents

Upon completion or termination of this contract, all documents prepared by the consultant or furnished to the consultant by the MPO shall be delivered to and become the property of the MPO. All sketches, photographs, calculations, and other data prepared under this contract shall be made available, upon request, to the MPO without restriction or limitation of further use.

Article 19. Signatory Warranty

The undersigned signatory for the Consultant hereby represents and warrants that signatory is an officer of the organization for which signatory has executed this contract and that signatory has full and complete authority to enter into this contract on behalf of the firm.

Article 20. Consultant Resources

The Consultant warrants that it presently has adequate qualified personnel in its employment for performance of services required under this contract.

Unless otherwise specified, the Consultant shall furnish all equipment, materials, and supplies required to perform the work authorized herein.

All employees of the Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them.

Article 21. Equal Employment Opportunity

The Consultant agrees to comply with Executive Order 11246 entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (41 CFR 60).

Article 22. Nondiscrimination

During the performance of this contract, the Consultant, its assigns and successors in interest, agrees as follows:

1. Compliance with Regulations: The Consultant shall comply with the following regulations relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

A. Title VI of the Civil Rights Act of 1964, as amended (42 U.S. C. 2000d-1) and 49 CFR part 21;

B. 49 U.S.C. 5332, prohibiting discrimination on the basis of race, color, creed, national origin, sex, or age in employment or business opportunity;

C. Section 110(b) of the SAFETEA-LU (Pub. L. 109-59) and 49 CFR part 26 regarding the involvement of disadvantaged business enterprises in USDOT funded projects;

D. 23 CFR part 230, regarding the implementation of an equal employment opportunity program on Federal and Federal-aid highway construction contracts;

E. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) and 49 CFR parts 27, 37, and 38;

F. the Older Americans Act, as amended (42 U.S.C. 6101), prohibiting discrimination on the basis of age in programs or activities receiving Federal financial assistance.

G. Section 324 of title 23 U.S.C. regarding the prohibition of discrimination based on gender; and

H. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) and 49 CFR part 27 regarding discrimination against individuals with disabilities.

2. *Nondiscrimination:* The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 and Part 710.405(b) of the

Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. *Solicitations for Subcontracts, Including Procurements of Materials and Equipment:* In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

4. *Information and Reports:* The Consultant shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Department of Highways and Public Transportation or the U.S. Department of Transportation to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of the Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State Department of Highways and Public Transportation or the U.S. Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

5. *Sanctions for Noncompliance:* In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the State Department of Highways and Public Transportation shall impose such contract sanctions as it or the U.S. Department of Transportation may determine to be appropriate, including but not limited to:

- withholding of payments to the Consultant under the contract until the Consultant complies, and/or
- cancellation, termination, or suspension of the contract in whole or in part.

6. *Incorporation of Provisions:* The Consultant shall include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the MPO may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a Consultant becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the MPO to enter into such litigation to protect the interests of the MPO; in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

Article 23. Minority Business Enterprises

It is the policy of the U.S. Department of Transportation that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds. Consequently the Minority Business Enterprise requirements of 49 CFR 23, exclusive of Subpart D, apply to this contract as follows:

- The Consultant agrees to insure that Minority Business Enterprises as defined in 49 CFR 23, Subpart A, have the maximum opportunity in the performance of contracts and subcontracts financed in whole or in part with Federal funds. In this regard, the Consultant shall take all necessary and reasonable steps in accordance with 49 CFR 23, exclusive of Subpart D, to insure that Minority Business Enterprises have the maximum opportunity to compete for and perform contracts.
- The Consultant and any subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts funded in whole or in part with Federal funds.

These requirements shall be physically included in any subcontract. Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the MPO, may result in termination of the contract by the MPO or other such remedy as the MPO deems appropriate.

1. *DBE Exemption*: Pursuant to written ruling from the US DOT dated July 26, 2012 (Appendix C) this consultant contract is exempt from DBE requirements.

Article 24. Delinquent Tax Certification

Pursuant to Article 2.45 of the Business Corporation Act, Texas Civil Statutes, which prohibits the State from awarding a contract to a corporation that is delinquent in paying taxes under Chapter 171, Tax Code, the Consultant hereby certifies that it is not delinquent in its Texas franchise tax payments, or that it is exempt from or not subject to such tax. A false statement concerning the corporation's franchise tax status shall constitute grounds for cancellation of the contract at the sole option of the State.

Article 25. Debarment/Suspension

The MPO is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, Debarment and Suspension.

The MPO shall require any party to a subcontract or purchase order awarded under this contract as specified in Title 49 of the Code of Federal Regulations, Part 29 (Debarment and Suspension) to certify its eligibility to receive federal funds by executing the Debarment Certification at Appendix A.

Article 26. Clean Air Act: Air Pollution Prevention & Control

All State and local transportation officials will take in a 3-C planning process in nonattainment areas to determine which planning elements will be developed, adopted, and implemented to maintain or improve the air quality for said area. In non-attainment areas that include more than one state, the affected states may jointly undertake and implement air quality planning procedures. Activities not conforming to approved plans

will be given to those projects or programs that achieve and maintain national primary ambient air quality standards. (49 USC, Ch. 85, Sec's 7408, 7410, 7504, 7505a, 7511, 7506(c) and (d) and 7604; 49 USC, Ch. 53, 23 USC, Sec. 134).

The consultant will maintain all applicable national primary ambient air quality standards during the discharge of all work tasks as set out in this contract.

Article 27. Buy America/Cargo Preference

To the extent the requirements might apply, the Consultant agrees that he/she will comply with applicable Buy America requirements set forth in Section 401 of the Surface Transportation Assistance Act of 1978 (P.L. 95-599) and the Federal Transit Administration's Buy America regulations in 49 CFR 660 through its contract with the MPO. The Consultant also agrees to comply with the Cargo Preference Requirements Act set forth in 46 U.S.C. 1241 and Maritime Administration regulations set forth in 46 CFR 381 through its contract with the MPO.

Article 28. Independent Contractor

It is understood and agreed that Consultant 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 under similar circumstances and Consultant hereby warrants to the MPO that the Services shall be so performed. Further, Consultant 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, Consultant and Consultant's employees will not be considered, for any purpose, employees or agents of the MPO 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 29. Credit and Disclaimer Statement

Pursuant to requirements of 23 USC Section 104(f), Consultant shall include the following Credit and Disclaimer statement verbatim in all reports produced for this contract.

The preparation of this report has been financed in part through grant(s) from the Federal Highway Administration and Federal Transit Administration, under the Metropolitan Planning Program, Section 104(f) of Title 23, U.S. Code. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.

Article 30. Miscellaneous

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 MPO:

H. David Jones, Transportation Planning Director
Lubbock Metropolitan Planning Organization
916 Main Street, Suite 445
Lubbock, Texas 79401
Facsimile: (806) 775-1675

w/ copy to:

City Attorney
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3307

For Consultant:

Maurice Pearl, General Manager
Citibus
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3307

Article 31. Venue

THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. 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.

Article 32. Entire Agreement

This Agreement represents the entire and sole agreement between the MPO and Consultant 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.

Article 32.1.

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

Article 32.2.

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 of 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.

Article 32.3

Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than MPO and Consultant.

Article 32.4

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

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

Exhibit A - Scope of Services

The following items shall be included in the scope of services to be rendered by Consultant pursuant to this Agreement, hereinafter referred to as "Project". It is understood and agreed that unless this Agreement is extended by Parties, mutually and in writing, no activity or compensation therefore shall be made after September 30, 2014, and that the Project shall be completed in full before said date except as otherwise provided for in Article 4, Contract Amendments.

The stated purpose of this project is to produce new reports based on the collection of new data or update existing reports to satisfy "maintenance of eligibility" standards as required by federal agencies. Named reports include but are not limited to the following:

- Technical Study Report (annually);
- National Transit Database reporting and related data collection and analysis (monthly/annually);
- Grant application preparation (as required);
- Federal Financial Status reports (monthly);
- Federal Milestone Status Reports (quarterly);
- DBE program preparation and reports (annually);
- Safety and Security Plan update (annually);

Contingent upon funding and staff availability, this year's projects could also include the following requisite documents to support Citibus planning and compliance efforts:

- Comprehensive Fixed Route System Analysis – fixed route study would assist staff in analyzing the effectiveness of the existing route system and potential changes that would optimize available equipment and personnel resources; would also assist in determining alternatives that could be implemented if future funding shortages occurred. Funding would derive from TxDOT Section 5304 discretionary planning funds.
- Passenger Marketing Survey – survey would seek passenger feedback on topics such as trip purpose, travel times, methods of payment, the cost of fares/passes, and utilization of Citibus services, as well as age, race, income, home language, and educational level. This information would be used for route planning and consideration of service changes, as requested by Title VI program. Project would be completed with available staff resources.
- Regional Coordination Plan – this plan, which incorporates annual revisions, updated statistics, and approved deliverables as prepared by Citibus staff, will be updated with the participation and input of the South Plains Regional Coordination Group. Funding is derived from TxDOT Section 5304 planning funds.
- ADA Paratransit Plan – Citibus staff intends on developing a formal ADA Paratransit Plan that would incorporate a description of demand response procedures and processes, fare structures, passenger certification process and general service information. Project would be completed with available staff resources.

At the conclusion of this Scope of Services, Consultant will be able to continue to provide the technology to support long and short range planning activities including data collection and analysis, federal reporting, and demographic analysis.

All subtasks set out in this Scope of Services shall be complete on or before September 30, 2014 unless extended by the Technical Advisory Committee and approved in the following year's Unified Planning Work Program. This task and all associated sub-tasks are annual ongoing elements.

Construction and/or performance progress shall be reported monthly to the Technical Advisory Committee by the Project Manager.

Consultant will be responsible for any and all research, investigation, and data recovery necessary to perform the described services.

Consultant will be responsible for any and all data interpretation, compilation and entry necessary to complete this project.

Consultant will be responsible for any survey necessary to perform the data collection, all coordination among the stakeholders, and any mobilization necessary to implement the services to be provided.

Collected data will be used by the Lubbock Metropolitan Planning Organization (LMPO) to update the Travel Demand Model, Metropolitan Transportation Plan, and the Transportation Improvement Program as required by law and policies of the various stakeholders.

(Remainder of this page left blank intentionally)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives this _____ day of _____, 2013.

MPO

_____
Karen Gibson, Mayor Pro Tem, Chair
Transportation Policy Committee

ATTEST:

_____
Tera Davis, MPO Secretary

AS TO CONTENT:

_____
H. David Jones
Transportation Planning Director

AS TO FORM:

_____
Laura Pratt
Assistant City Attorney

CONSULTANT

_____
Glen Robertson, Mayor
City of Lubbock

_____
Rebecca Garza, City Secretary
Date: _____

_____
Bill Howerton, Director
Community Development/Citibus Liaison

APPENDIX A
DEBARMENT CERTIFICATION
(Negotiated Contracts)

(1) City of Lubbock, as **CONTRACTOR,** certifies to the best of its knowledge and belief, that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public* transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity* with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application/proposal had one or more public transactions* terminated for cause or default.

(2) Where the **CONTRACTOR** is unable to certify to any of the statements in this certification, such **CONTRACTOR** shall attach an explanation to this certification.

*federal, state or local

_____
Authorized Signatory, Title

_____
Date

APPENDIX B
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Consultants shall certify and disclosure accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, and U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

_____

Authorized Signatory, Title

_____

Date

Regular City Council Meeting **5. 22.**

Meeting Date: 10/24/2013

Information

Agenda Item

Contract Resolution - Fire Department: Consider a resolution authorizing the Mayor to execute Purchase Order Contract 10010129 with DACO Fire Equipment, Inc. for purchase of tools and specialized tools and firefighting equipment for two new fire engines.

Item Summary

This purchase is for specialized tools and firefighting equipment such as fire hoses, nozzles, breathing air-packs, thermal imagers etc. which are required by ISO and will be utilized daily for firefighting and rescue purposes. This equipment will be mounted to two new trucks and should be considered to have a life expectancy of at least equal to the lifetime of the truck and maintain a high probability of being reused on replacement truck(s) in the future. The total cost to equipment for both trucks is $151,696.

This purchase is from DACO Fire Equipment Inc. of Lubbock, Texas, through Houston-Galveston Area Council (H-GAC) contract FS12-11, Form E. The H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as a Texas Local Government Code, Chapter 391. The H-GAC program was established pursuant to the Texas Inter-local Cooperation Act allowing governmental and qualifying non-profit entities to use the Act to obtain commonly needed products and services. H-GAC purchases conform to the requirements of Texas competitive bid statues.

Fiscal Impact

Funding is appropriated in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Purchase Order - Daco

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. 10010129 for the purchase of specialized tools and firefighting equipment as per HGAC Contract No. FS12-11, by and between the City of Lubbock and Daco Fire Safety Equipment, 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:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Daco-PurchaseOrd
October 9, 2013

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 10/09/2013
Order Number 10010129 000 OP
Branch/Plant 5619

TO:

DACO FIRE SAFETY EQUIPMENT
201 AVENUE R
P.O. BOX 5006
LUBBOCK Texas 79408 5006

SHIP TO:

CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
RAUL SALAZAR
1515 EAST URSULINE
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 10/24/2013 Freight
Requested 11/29/2013 Taken By D GAMBOA
Delivery PER SALAZAR_R REQ 42627 HGAC CONTRACT# FS 12-11

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Specialized Tools and Fire	1.000	75,212.0000	EA	75,212.00	11/29/2013
Fighting Equipment Truck One					
Specialized Tools and Fire	1.000	74,242.0000	EA	74,242.00	11/29/2013
Fighting Equipment Truck Two					
HGAC 1.5% Admin. Fee	1.000	2,241.8100	EA	2,241.81	11/29/2013
				Total Order	
Terms NET 30 DAYS				151,695.81	

This purchase order encumbers funds in the amount of $151,695.81 awarded to Daco Fire Safety Equipment, of Lubbock, Texas, on October 24, 2013. The following is incorporated into and made part of this purchase order by reference: HGAC Contract FS 12-11 Price quotation dated September 26, 2013 from Daco Fire Safety Equipment, of Lubbock, Texas Resolution#_____.

CITY OF LUBBOCK **ATTEST:**

_____ _____
Glen C. Robertson, Mayor **Rebecca Garza, City Secretary**

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	FS12-11	Date Prepared:	9/26/2013

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	LUBBOCK FIRE DEPT	Contractor:	DACO FIRE EQUIPMENT
Contact Person:	KELLY MORMAN	Prepared By:	GARRETT DOBMEIER
Phone:	806-775-2631	Phone:	806-763-0808
Fax:		Fax:	806-763-9151
Email:	kmorman@mail.ci.lubbock.tx.us	Email:	garrett@dacofire.com

Product Code:		Description:	PUMPER EQUIPMENT ON FS12-11 FORM E

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PLEASE SEE ATTACHED SHEET BELOW			
		Subtotal From Additional Sheet(s):	66468
		Subtotal B:	66468

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PLEASE SEEE ATTACHED BELOW			
		Subtotal From Additional Sheet(s):	8744
		Subtotal C:	8744

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	13%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	75212	=	Subtotal D:	75212

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
HGAC FEE @ 1.5%	1128.18		
		Subtotal E:	1128.18

Delivery Date:		F. Total Purchase Price (D+E):	76340.18

HGAC PUBLISHED OPTIONS

QTY	CODE	DESCRIPTION	PRICE	EXTENDED
5	AP314-02-0700-	AIR PAK NXG7 4500 EZFLO GUAGE HUD	$ 4,507.00	$ 22,535.00
5	APPASS	PASS DEVICE ADDED TO SCBA	$ 1,887.00	$ 9,435.00
5	APDUALEBSS	DUAL EBSS ADDED TO SCBA	$ 509.00	$ 2,545.00
5	APEZFLOII-QD	EZFLOII W Q/D FOR NXG7 SCBA	$ 325.00	$ 1,625.00
5	805773-72	AV3000 MEDIUM	$ 255.00	$ 1,275.00
10	200128-01	30MN 4500 PSI CARBON CYL.NXG7	$ 920.00	$ 9,200.00
1	90-17-1100	Axe, 6# Flat Head, Fbrgls Hndl	$ 122.00	$ 122.00
1	90-17-1300	Axe, 6# Pick Head, Fbrgls Hndl	$ 134.00	$ 134.00
1	90-17-2100	Axe Mntg Brkt, Flat Head	$ 141.00	$ 141.00
1	90-17-2200	Axe Mntg Brkt, Pick Head	$ 141.00	$ 141.00
12	90-40-1200	Hose, DJ, 1.75", 50' Length	$ 218.00	$ 2,616.00
10	90-40-1400	Hose, DJ, 2.5", 50' Length	$ 261.00	$ 2,610.00
10	90-40-5600	Hose, Supply, 5" LDH, Storz Cplgs, 100' Len	$ 1,161.00	$ 11,610.00
2	52-08-1225	HandLt, Vulcan, With LED, w/ 12V Chrgr	$ 176.00	$ 352.00
5	52-08-1300	HandLt, Survivor LED, Orange, w/ 12V Chrg	$ 272.00	$ 1,360.00
1	24-33-5100	Nzl, AKR, 1702, 1"	$ 767.00	$ 767.00
		TOTAL PUBLISHED OPTIONS		$ 66,468.00

HGAC UNPUBLISHED OPTIONS

QTY	P/N	DESCRIPTION	PRICE	EXTENDED
1	TEMDD-18-H-5.5	DIRECT-DRIVE PPV FAN, 18", HONDA	$ 2,475.00	$ 2,475.00
1	AKR10880001	PIERCING APPLICATOR, 3', 1.5 NST	$ 1,078.00	$ 1,078.00
6	AKR4863	MID-RANGE ASSAULT NOZZLE WITH PISTO	$ 563.00	$ 3,378.00
2	AKR1420	TRIPLE STACKED TIPS	$ 290.00	$ 580.00
1	AKR2127	1.5 X 1.5 SHUTOFF WITH PISTOL GRIP	$ 185.00	$ 185.00
1	AKRPPB-60	60" PINCH POINT BAR	$ 78.00	$ 78.00
1	CMC202442	BELT, LADDER S/M	$ 75.00	$ 75.00
2	CMC202444	BELT, LADDER L/XL	$ 85.00	$ 170.00
1	CMC202446	BELT, LADDER XXL	$ 95.00	$ 95.00
1	PAR22-000680	SPF HOOLIGAN, 30"	$ 200.00	$ 200.00
1	NAHTF5X35Y4EN	5" X 35' DJ YELLOW HOSE, WITH 4" NST CO	$ 430.00	$ 430.00
		TOTAL UNPUBLISHED OPTIONS		$ 8,744.00

TOTAL ALL OPTIONS $ 75,212.00

HGACBuy **CONTRACT PRICING WORKSHEET**
For Standard Equipment Purchases

Contract No.:	FS12-11	Date Prepared:	9/26/2013

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	LUBBOCK FIRE DEPT	Contractor:	DACO FIRE EQUIPMENT
Contact Person:	KELLY MORMAN	Prepared By:	GARRETT DOBMEIER
Phone:	806-775-2631	Phone:	806-763-0808
Fax:		Fax:	806-763-9151
Email:	kmorman@mail.ci.lubbock.tx.us	Email:	garrett@dacofire.com

Product Code:		Description:	PUMPER EQUIPMENT ON FS12-11 FORM E

A. Product Item Base Unit Price Per Contractor's H-GAC Contract:

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PLEASE SEE ATTACHED SHEET BELOW			
		Subtotal From Additional Sheet(s):	66468
		Subtotal B:	66468

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
PLEASE SEEE ATTACHED BELOW			
		Subtotal From Additional Sheet(s):	7774
		Subtotal C:	7774

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).

For this transaction the percentage is: 12%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	74242	=	Subtotal D:	74242

E. Other Charges, Trade-Ins, Allowances, Discounts, Etc.

Description	Cost	Description	Cost
HGAC FEE @ 1.5%	1113.63		
		Subtotal E:	1113.63

Delivery Date:		F. Total Purchase Price (D+E):	75355.63

HGAC PUBLISHED OPTIONS

QTY	CODE	DESCRIPTION	PRICE	EXTENDED
5	AP314-02-0700-	AIR PAK NXG7 4500 EZFLO GUAGE HUD	$ 4,507.00	$ 22,535.00
5	APPASS	PASS DEVICE ADDED TO SCBA	$ 1,887.00	$ 9,435.00
5	APDUALEBSS	DUAL EBSS ADDED TO SCBA	$ 509.00	$ 2,545.00
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12	90-40-1200	Hose, DJ, 1.75", 50' Length	$ 218.00	$ 2,616.00
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10	90-40-5600	Hose, Supply, 5" LDH, Storz Cplgs, 100' Len	$ 1,161.00	$ 11,610.00
2	52-08-1225	HandLt, Vulcan, With LED, w/ 12V Chrgr	$ 176.00	$ 352.00
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1	24-33-5100	Nzl, AKR, 1702, 1"	$ 767.00	$ 767.00
		TOTAL PUBLISHED OPTIONS		$ 66,468.00

HGAC UNPUBLISHED OPTIONS

QTY	P/N	DESCRIPTION	PRICE	EXTENDED
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6	AKR4863	MID-RANGE ASSAULT NOZZLE WITH PISTO	$ 563.00	$ 3,378.00
2	AKR1420	TRIPLE STACKED TIPS	$ 290.00	$ 580.00
1	AKR2127	1.5 X 1.5 SHUTOFF WITH PISTOL GRIP	$ 185.00	$ 185.00
1	AKRPPB-60	60" PINCH POINT BAR	$ 78.00	$ 78.00
		TOTAL UNPUBLISHED OPTIONS		$ 7,774.00

TOTAL ALL OPTIONS $ 74,242.00

Regular City Council Meeting **5. 23.**

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - Emergency Management: Consider a resolution authorizing the Mayor to execute Contract 11586 for and on behalf of the City, a 2011 Grant Adjustment Notice to extend the end date of Federal Grant Award No. EMW-2011-SS-0001, by and between the City and the Texas Department of Public Safety/Texas Homeland and Security State Administration Agency, and associated documents.

Item Summary

This Grant Adjustment Notice is to extend the end date from August 31, 2013 on the original grant to December 31, 2013. There were no other changes to the grant.

Fiscal Impact

Of the $267,608.35, only $1,336.66 remains to be spent during the extended period of the State contract.

Staff/Board Recommending

Mike Kemp, Fire Chief
Jay Parchman, Director or Emergency Management

Attachments

Resolution & Grant Agreement - Emergency Mgmt

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 2011 Grant Adjustment Notice to extend the end date of Federal Grant Award Number EMW-2011-SS-00019, by and between the City of Lubbock and the Texas Department of Public Safety/Texas Home and Security State Administration Agency, 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:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Grant Adjustment-DPS
October 3, 2013

Texas Department of Public Safety

2011 Grant Adjustment Notice

for

City of Lubbock

Date of Award: **September 18, 2013**

1. Sub-Recipient Name and Address	2. Prepared by: Lara, Pete H.	3. Award Number: 11-GA 45000-02
Mayor Glen C. Robertson City of Lubbock P.O. Box 2000 Lubbock, TX 79457-0001		

4. Federal Grant Information

Federal Grant Title:	**Homeland Security Grant Program**
Federal Grant Award Number:	EMW-2011-SS-00019
Date Federal Grant Awarded to TxDPS:	September 1, 2011
Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

MMRS Award Amount (Federal)
CFDA: 97.067
$267,608.35

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM: Sep 1, 2011

TO: Dec 31, 2013

(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:
Glen C. Robertson Mayor City of Lubbock	

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :
75-6000590-1	

13. DUE DATE: November 2, 2013

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

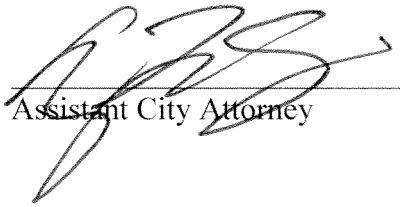
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mike Kemp, Fire Chief

APPROVED AS TO FORM:



Assistant City Attorney

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

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider an appeal for Zone Case 3208, an appeal of a denial by the Planning and Zoning (P&Z) Commission of Mike Freyburger, for Appaloosa Development LP, for a zone change from T to M-1 for a billboard on 1,701 square feet of unplatted land out of Block AK, Section 35, 6508 Marsha Sharp Freeway, and consider an ordinance.

Item Summary

1. General comments:
The request is to zone a piece of land from the original tract owned by Mr. Freyburger (a part of the water park parent tract) isolated by the takings for both the reroute of the railroad to make way for the Marsha Sharp Freeway and then the actual Freeway right of way taking. The triangular piece of land is adjacent to the intersection of Milwaukee Avenue and the Marsha Sharp Freeway, on the northwest corner. The land is adjacent to the fronting of Milwaukee and could be, with common ownership, used within the tract to the west. There is separate ownership between the tracts and as the remnant exists, there is little commercial use available. Setback for any commercial use is severely constrained on the individual parcel as owned currently (minimum commercial setback is 43 feet in all commercial districts and this tract is barely 43 feet deep in the very middle of the triangle). Already noted, if sold or combined with the land to the east it would become a useful part of a new tract.

2. Adjacent land uses
N – vacant, then Rosas Café to the northeast
S – Marsha Sharp Freeway
E – vacant land adjacent to property that fronts Milwaukee Avenue
W – railroad right of way

3. Comprehensive Land Use Plan (CLUP) Policy:
Both the Interstate 27 (I-27) and the Marsha Sharp Freeway have a history associated with the Land Use Plan and zoning. Prior to the construction of I-27, a year-long study and a Committee of the Planning Commission produced three new Districts for the Zoning Code – Interstate Office, Commercial and Industrial. Along the I-27 Corridor, prior to construction, all land in a 1,000 foot corridor that was either commercial or industrial was rezoned in one case to either Interstate Commercial or Interstate Industrial, depending on the "C" or "M" previous zoning. After the final plans for the Marsha Sharp Freeway were established, prior to construction, the Planning Department, Planning Commission and the City Council processed a similar zone change along the seven miles of the new Freeway and used the same process – rezoning only the "C" and "M" mixed Districts to a common IHC or IHI. One important aspect to note is that "billboards" are not a permitted use in either District. Many billboards remain along both corridors but they are "grandfathered", and some are subject to a long time Court case regarding billboards and have a set date as to when they must be removed (dating back to a Court case resulting from the new sign ordinance in 1975).

4. Zoning Policy:
The primary discussion for the proposal within this zone case whether the P&Z and City Council want to deviate from the fourteen miles of high speed freeway and the desire expressed in the Interstate Districts that billboards not

be included as a permitted use. Approval of this request would break that long time track record.

5. Effect on the Street System:
The proposal would not have a direct impact on the thoroughfare system. What impact it would have is the introduction of a billboard, which in most Traffic and Planning literature, is a distraction from the driving perspective along any corridor – with the attendant safety distraction issues. A second issue with billboards that has been long litigated and the source of much stress has been the aesthetic aspect. The Lubbock Sign Code was constructed and upheld in Court as valid based on primarily safety aspects. Aesthetic issues in 1975 were just beginning to be recognized as a legitimate part of the "police powers" (zoning), but have since been well established in case law as a vital element of public interest.

6. Recommendations:
Continuing the long time City of Lubbock posture on billboard locations, the Planning staff would not recommend the request, as it would make the site eligible for a 750 square foot billboard on the parcel after the land is platted. Should the P&Z want to give the land a zoning classification other than the current "T" Transitional (a holding pattern from when the land was annexed), the staff would recommend zoning the parcel Interstate Highway Commercial as has been practiced along both all of Marsha Sharp and the Interstate - 27.

The P&Z vote was unanimous to deny the case.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3208
Letter of Appeal
Zone Case 3208

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. 3208;** A ZONING CHANGE FROM **T** TO **M-1** FOR **A BILLBOARD** ON **1,701 SQUARE FEET OF UNPLATTED LAND OUT OF BLOCK AK, SECTON 35**, 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 the Commission denied, and the applicant appealed said denial pursuant to Section 40.01.005 of the Code of Ordinances to 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. 3208

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 **T** to **M-1** for **a billboard** on **1,701 square feet of unplatted land out of Block AK, Section 35,** City of Lubbock, Lubbock County, Texas, located at **6508 Marsha Sharp Freeway,** and being further described as follows:

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

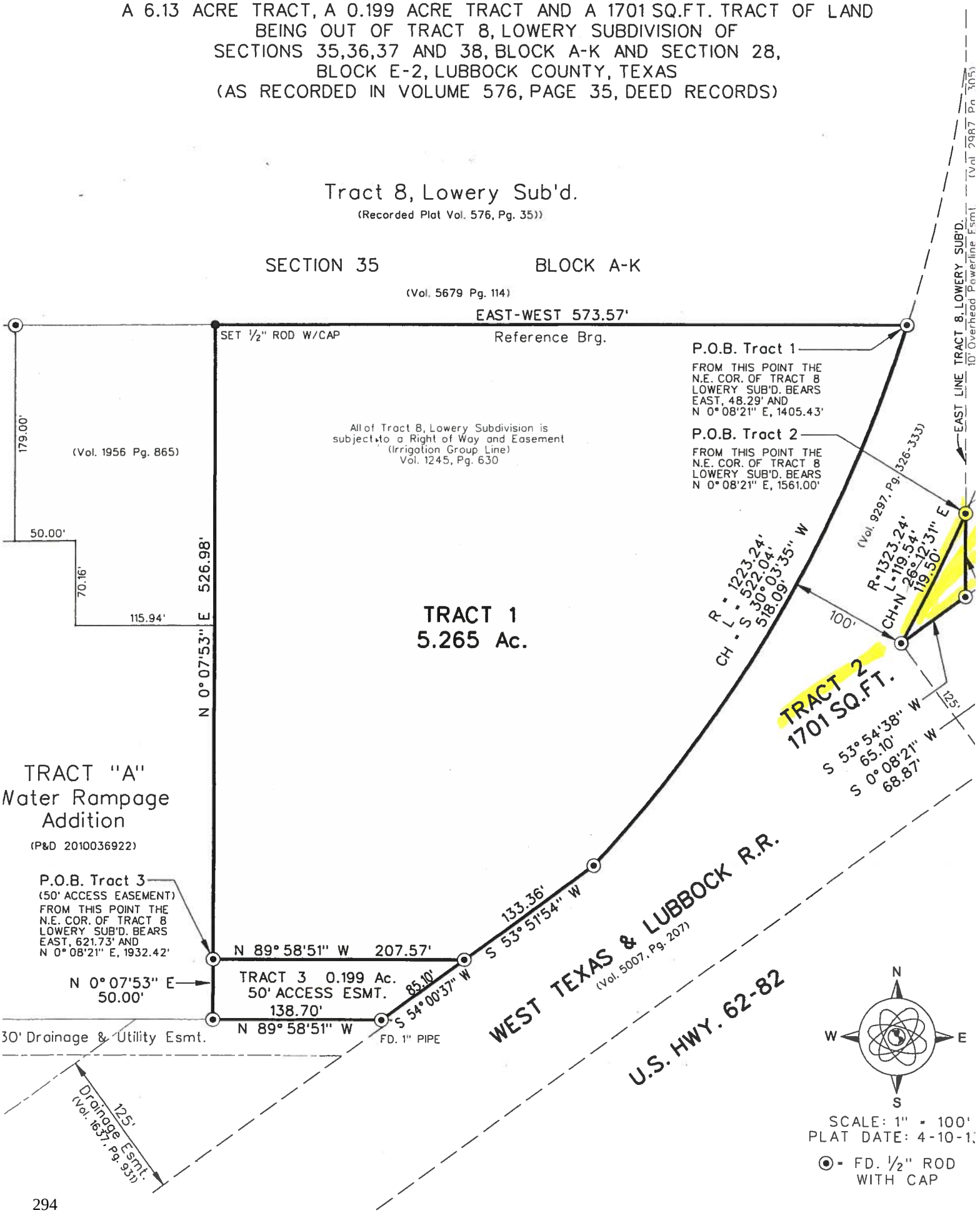
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3208
September 5, 2013

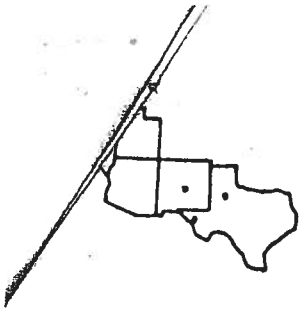
PLAT OF SURVEY

ON

A 6.13 ACRE TRACT, A 0.199 ACRE TRACT AND A 1701 SQ.FT. TRACT OF LAND
BEING OUT OF TRACT 8, LOWERY SUBDIVISION OF
SECTIONS 35,36,37 AND 38, BLOCK A-K AND SECTION 28,
BLOCK E-2, LUBBOCK COUNTY, TEXAS
(AS RECORDED IN VOLUME 576, PAGE 35, DEED RECORDS)



BEARINGS SHOWN ARE RELATIVE TO THE RECORDED



WILSON SURVEYING CO., INC.

Registered Professional Land Surveyors
Global Positioning System Surveyors
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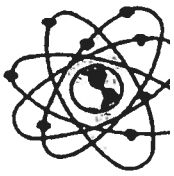


TRACT 2

FIELD NOTES on a 1701 square foot tract of land being out of Tract 8, Lowery Subdivision of Sections 35,36,37 and 38, Block A-K and Section 28, Block E-2, Lubbock County, Texas (as recorded in Volume 576, Page 35, Deed Records) and being more particularly described by metes and bounds as follows:

BEGINNING at a ½" iron rod with cap, found for the most Northerly corner of this 1701 square foot tract, whence the Northeast corner of Tract 8, Lowery Subdivision bears North 0°08'21" East, a distance of 1561.00 feet;

THENCE South 0°08'21" West, along the East line of Tract 8, Lowery Subdivision, a distance of 68.87 feet to a ½" iron rod with cap, found for the Southeast corner of this 1701 square foot tract;

THENCE South 53°54'38" West, along the Northerly right of way line of the Marsha Sharp Freeway, a distance of 65.10 feet to a ½" iron rod with cap, found for the Southwest corner of this 1701 square foot tract;

THENCE Northeasterly, along the arc of a curve to the left and being the Easterly right of way line of the West Texas and Lubbock Railroad, a distance of 119.54 feet to the point of beginning, said curve having a radius of 1323.24 feet and a chord that bears North 26°12'31" East, a distance of 119.50 feet;

CONTAINING 1701 square feet of land.

September 5, 2013

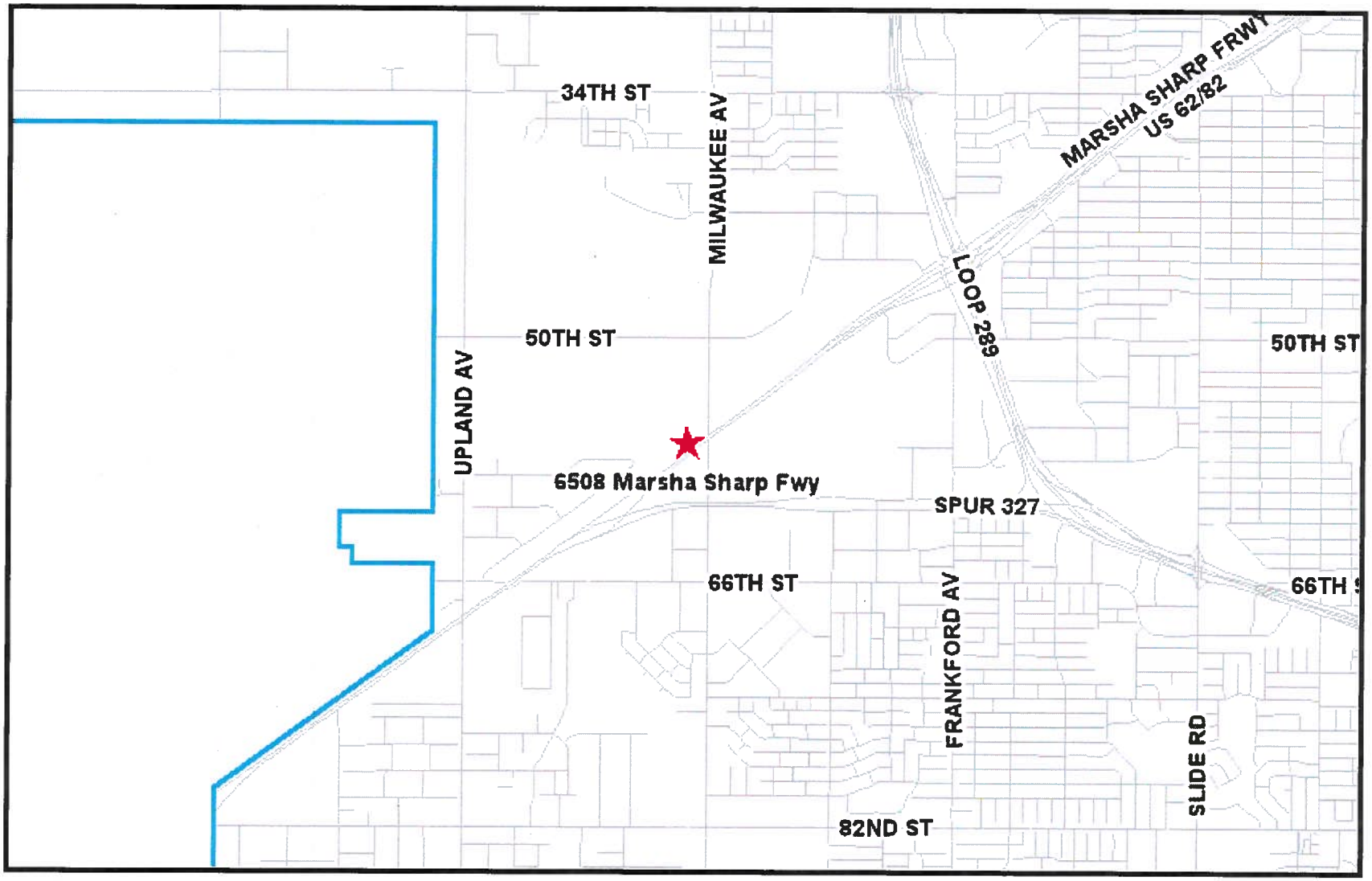
To City Staff of Lubbock,

Tonight, the Zone Case No. 3208 request was denied by city staff and denied by the Planning and Zoning Commission.

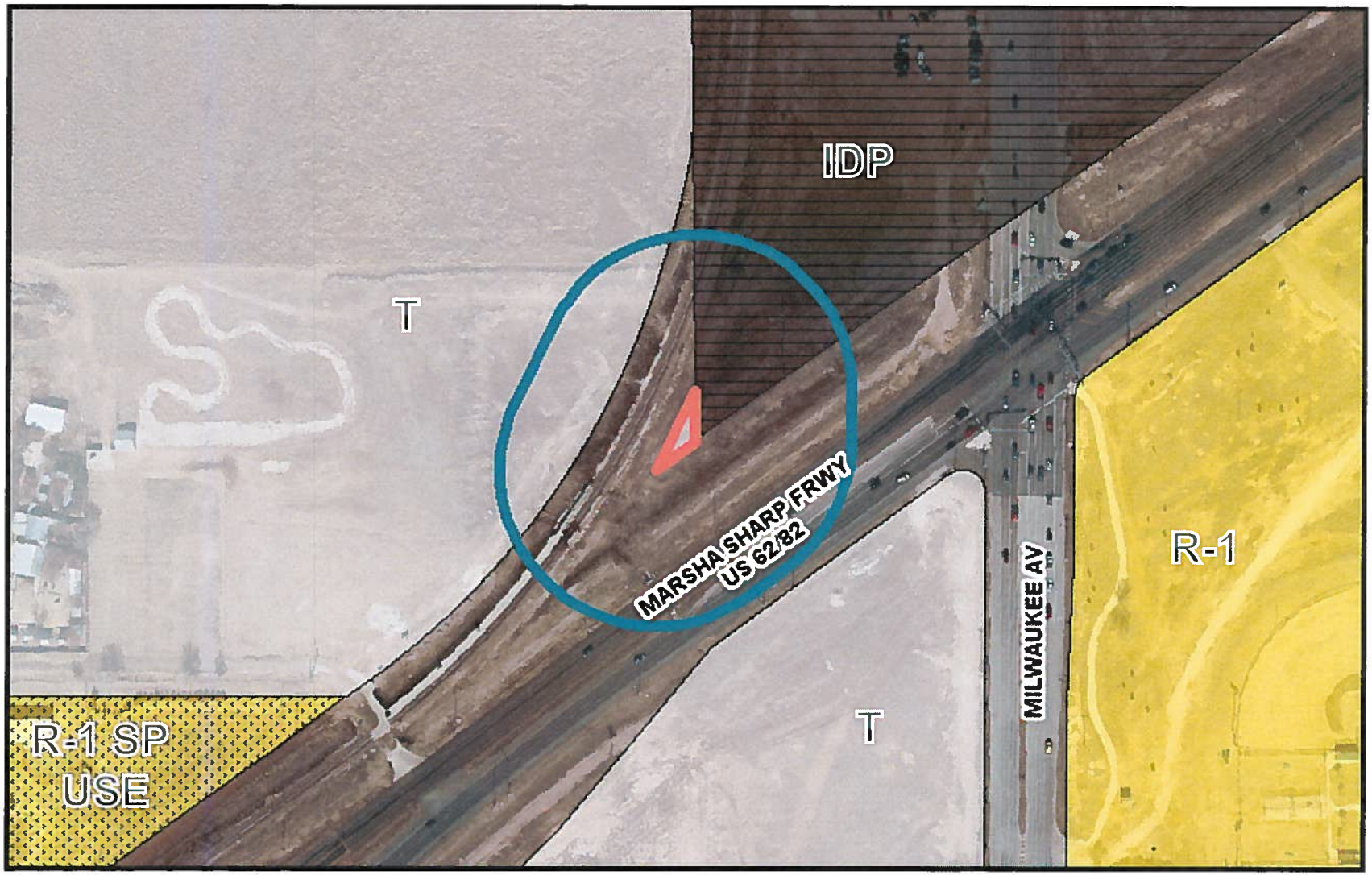
We would like to request an appeal of this Zone Case No 3208 to City Council for approval. If you have any questions feel free to contact me.

Respectfully,

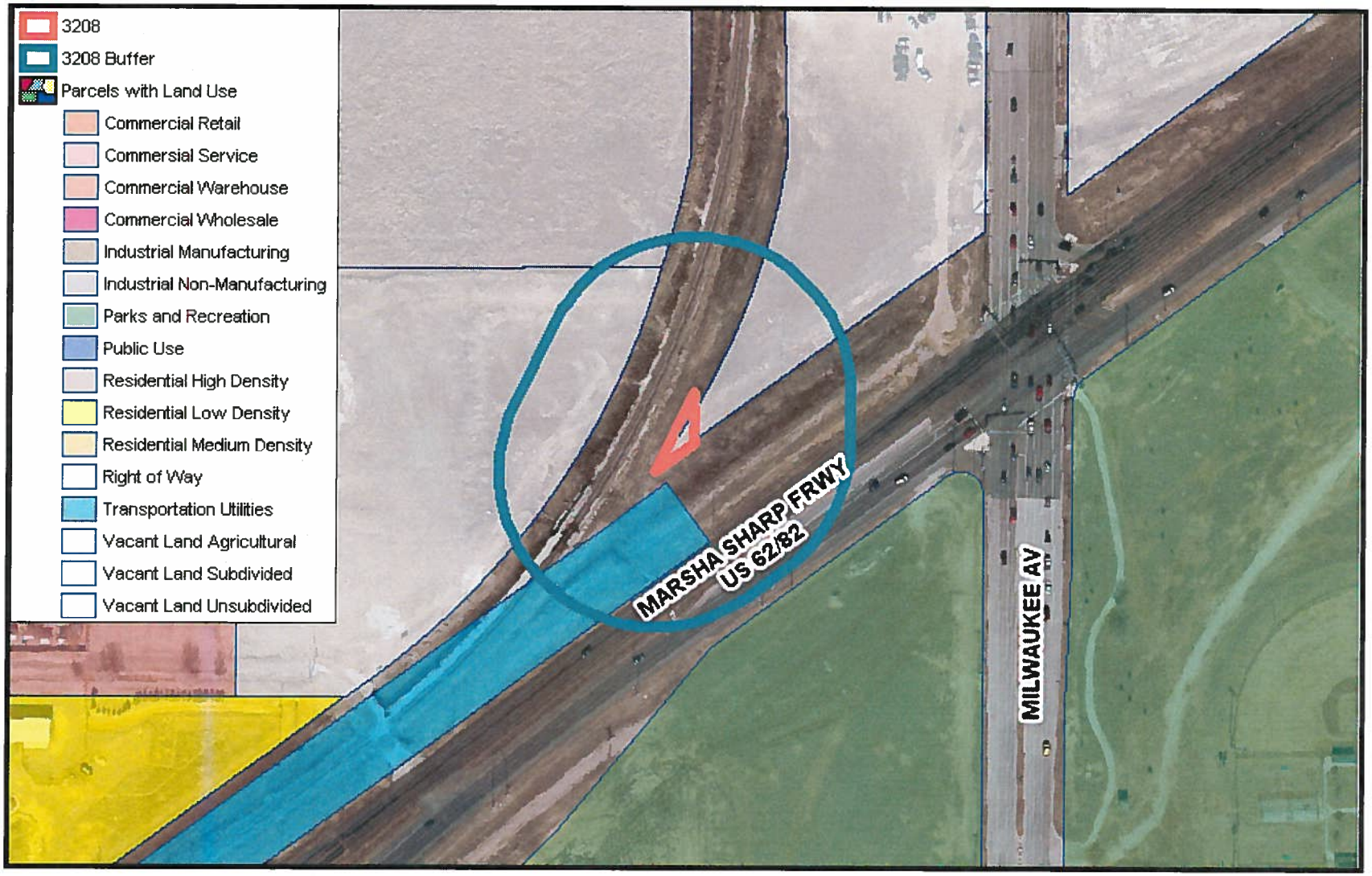
Mike Freyburger, President
Appaloosa Development, LP
4901 19th Street
Lubbock, Texas 79407
806-577-2513



P.Z.C. Case 3208



P.Z.C. Case 3208 Zoning



P.Z.C. Case 3208

Request of Mike Freyburger (for Appaloosa Development LP) for a zoning change from T to M-1 for a billboard, 6508 Marsha Sharp Freeway

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Mike Freyburger ~~Appaloosa Development LP~~ **For** Appaloosa Development LP

4901 19th St. | 4901 19th
Street/Post Office Box | Street/Post Office Box

Lubbock TX 79407 | Lubbock TX 79407
City State Zip | City State Zip

(806) 577-2513 | (806) 577-2513
Telephone | Telephone

Location or Address: See attached Metes & Bounds Description

Legal Description:*

Existing Land Use: ~~Outdoor Sign~~ Land **Existing Zoning:** ~~Unknown~~ I

Acreage or Square Footage of Property: Approx 1701 SF

Zoning Requested: Overhead Sign M-1 ?

Proposed Development: Overhead Sign Board - Outdoor Sign

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

MF, President
Applicant's Signature

7-23-13
Date

Filing Fee: $475 Request Fee to be pro-rated
($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 17799 Ck# 2668

For City Use Only

MAB Map 45

Zone Case No.: 2208 **Agenda No.:** 1

Request for zoning change from: I **To:** M-1

A 1701 square foot unplatted tract of land out of Block A1 section 35

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 6508 Marsha Sharp Fwy

PLAT OF SURVEY

ON

A 6.13 ACRE TRACT, A 0.199 ACRE TRACT AND A 1701 SQ.FT. TRACT OF LAND
BEING OUT OF TRACT 8, LOWERY SUBDIVISION OF
SECTIONS 35,36,37 AND 38, BLOCK A-K AND SECTION 28,
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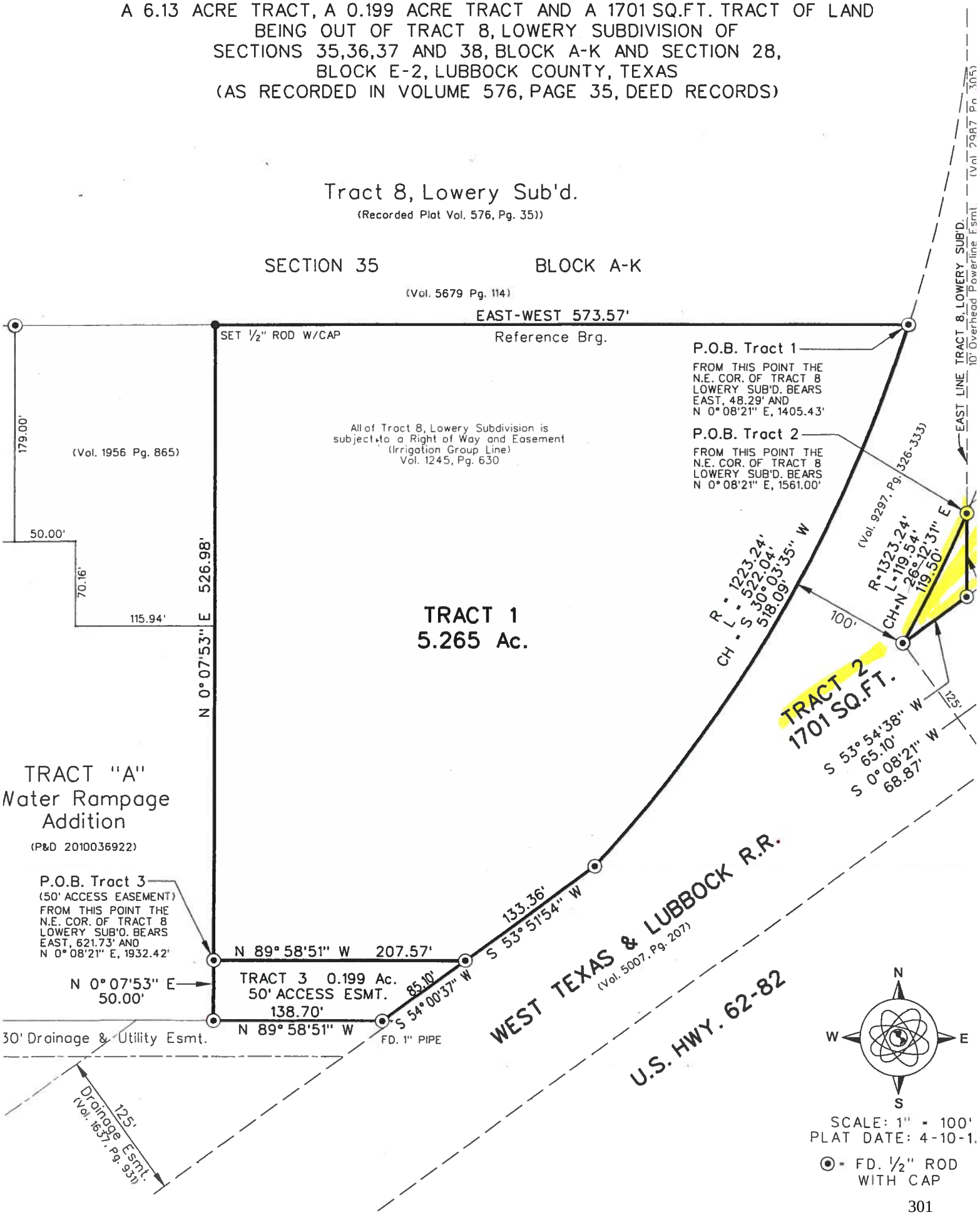

BEARINGS SHOWN ARE RELATIVE TO THE RECORDED

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CONTAINING 1701 square feet of land.

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.: 3208**

In Favor of ____

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 05 2013
PLANNING DEPARTMENT

Print Name Mike Freyburger

Signature: [signature]

Address: 4901 19th Lubbock TX 79407

Address of Property Owned: _____

Zone Case Number: **3208** 92493
APPALOOSA DEVELOPMENT LP
4901 19TH ST

LUBBOCK TX 79407

Regular City Council Meeting **6. 2.**

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 921-O, a request of Eric Thompson, for Briercroft Center LLC, for a zoning change from C-3 to C-4 on Lot B, less the southeast portion, Briercroft 2nd Addition, 5300 Avenue Q, and consider an ordinance.

Item Summary

General comments:
The applicant is proposing C-4 to open the Briarcroft Center to a wider range of permitted uses. Mr. Thompson has submitted a "strike" list for consideration by the Commission. Several adjacent property owners have expressed concern for open C-4.

Adjacent land uses:
N – commercial
S – residential
E – commercial
W – commercial, vacant

Comprehensive Land Use Plan (CLUP):
Regarding the CLUP, the parcel is eligible for C-4 as abutting a U.S. designated Highway. The land use issue is the impact on immediately adjacent single family residential.

Zoning Policy:
As noted, the parcel is eligible for a C-4 discussion, the issue should focus on whether any of the proposed C-4 uses versus an open District infringe on the long time existing residential to the south, and at a further distance, to the west. The proposed strike list has a significant number of the typical C-4 uses eliminated.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
With the "strike list", the staff is recommending the Commission judge the remaining uses and the potential impact or not on the adjacent owners. The applicant at one point even discussed installing a screening fence, as this center was built before screening was required. That one gesture would go a long way in separating the residential from the south to any activity on the shopping center lot. The new owners of the center are attempting to revive a struggling center, and the staff is fully open to discussion of a way to succeed, but not at the expense of adjacent residential.

The Planning and Zoning Commission (P&Z) recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting with the following conditions:

1. The parcel shall be **limited to the following C-4** uses and all permitted C-3 uses:

a. (1) Any use unconditionally permitted in the “C-2A”, “C-2” or “C-3” Districts.
b. (3) Ambulance service.
c. (9) Barber and beauty shop supply dealer.
d. (14) Café Supply Dealer, Fixtures, Used (All merchandise must be in a building).
e. (16) Canvas goods shop, tents and awnings (no manufacturing).
f. (18) Consignment clothing store. (No outside storage or display).
g. (20) Dance hall (no mixed alcoholic beverage sales permitted).
h. (22) Feed store with no grinding, packaging, or mixing of feed permitted.
i. (23) Frozen food lockers.
j. (24) Furniture store, used. (All merchandise must be in a building).
k. (25) Game room, pool, billiard and/or domino parlor.
l. (31) Home improvement center. All materials must be in a building. However, outside display in conjunction with the on premises sale of plant material and garden and yard equipment shall be permitted subject to the regulations of this district.
m. (34) Janitorial or cleaning service.
n. (35) Job printing and lithographing.
o. (36) Laboratory, chemical, general analysis.
p. (37) Laundry, commercial.
q. (38) Linen and towel supply service.
r. (39) Lumber yard, with no mill. All materials must be in a building.
s. (40) Magazine agency.
t. (41) Mobile home sales.
u. (42) Monument sales. (Outside display permitted).
v. (45) Nightclub, bar or lounge.
w. (46) Nonprofit training centers with retail sales.
x. (47) Pest control service.
y. (49) Public utility installations such as, but not limited to, railroad rights-of-way and tracks, transformer stations, transmission lines, telephone exchanges, lift stations, pumping stations, but in no event shall this be construed as permitting such uses as garages and shops, railroad yards, loading yards or warehouses.
z. (50) Print shop.
aa. (51) Produce market.
bb. (52) Public kennel (totally within a building).
cc. (53) Rental store.
dd. (55) Restaurants, not including restaurants with the sale of alcoholic beverages as an incidental use, (business permitted outside the building).
ee. (57) Secondhand goods store or pawnshop.
ff. (59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.
gg. (60) Store fixtures sales (no manufacturing permitted).
hh. (64) Upholstery shop–Furniture.
ii. (65) Veterinary hospital (totally within a building).
jj. (67) Winery Tasting Facility.

2. Should a bar, nightclub or lounge be leased in the shopping center, the applicant shall construct a six foot screening fence on the south property line of the shopping center.

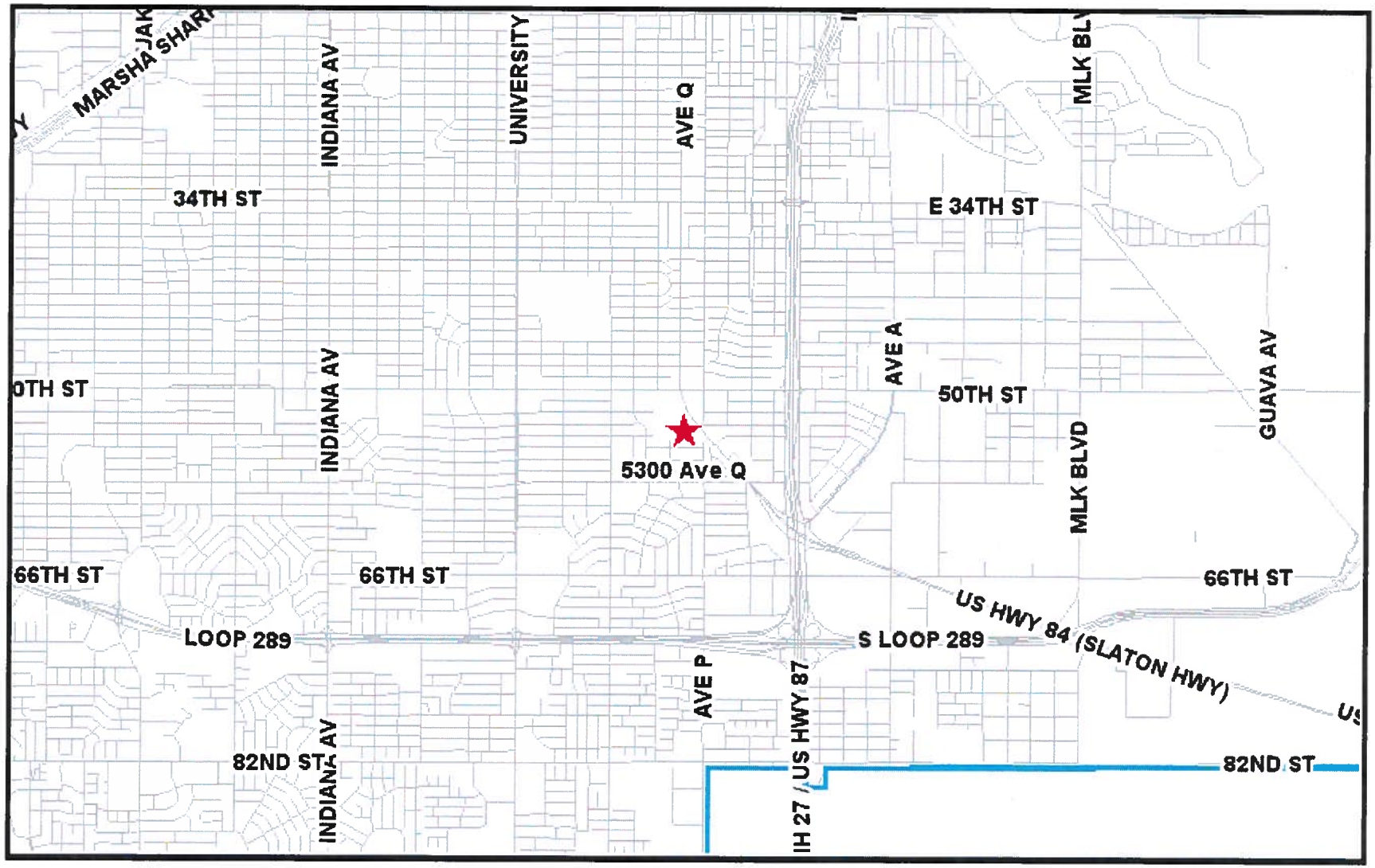
Fiscal Impact

None.

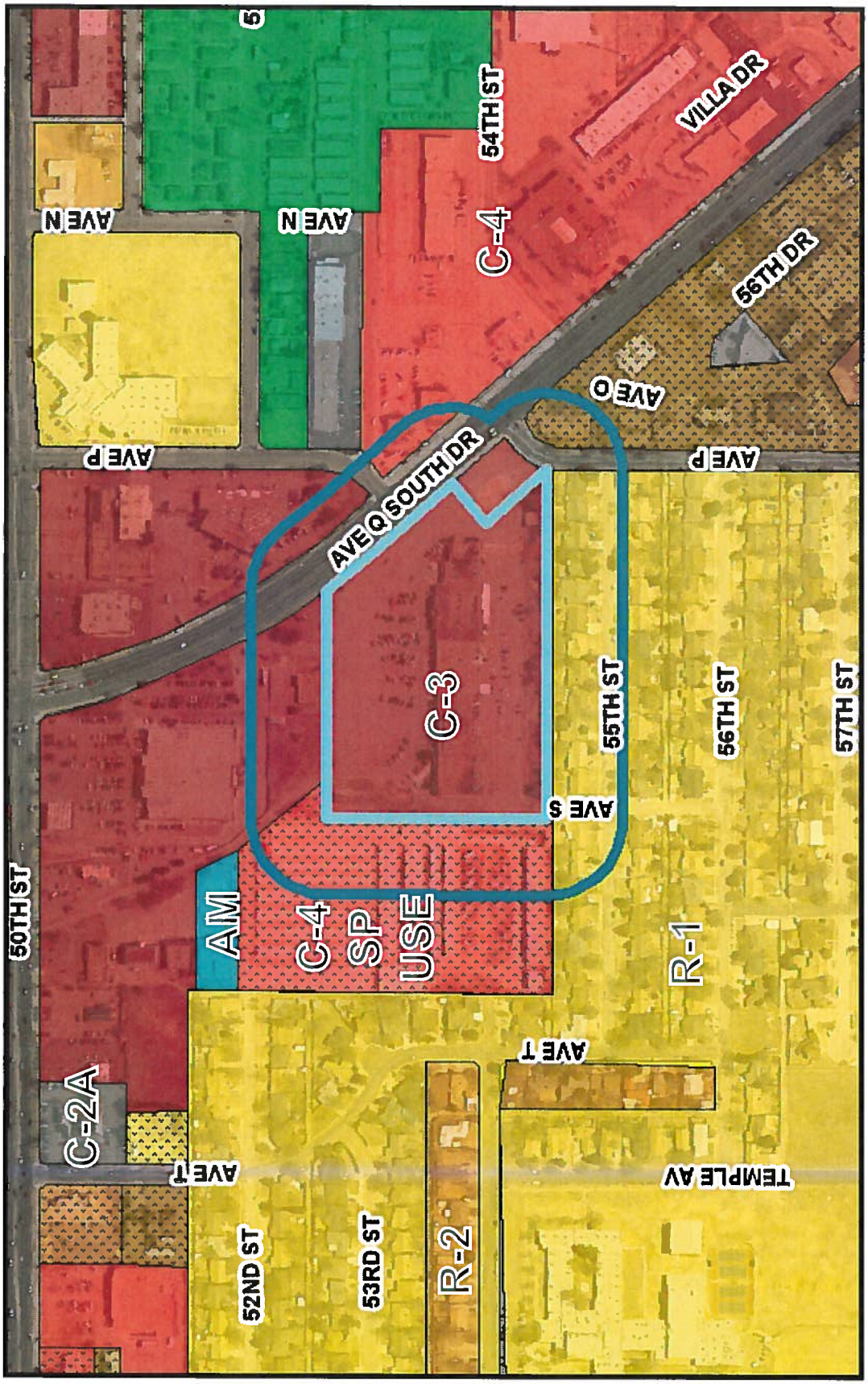
Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

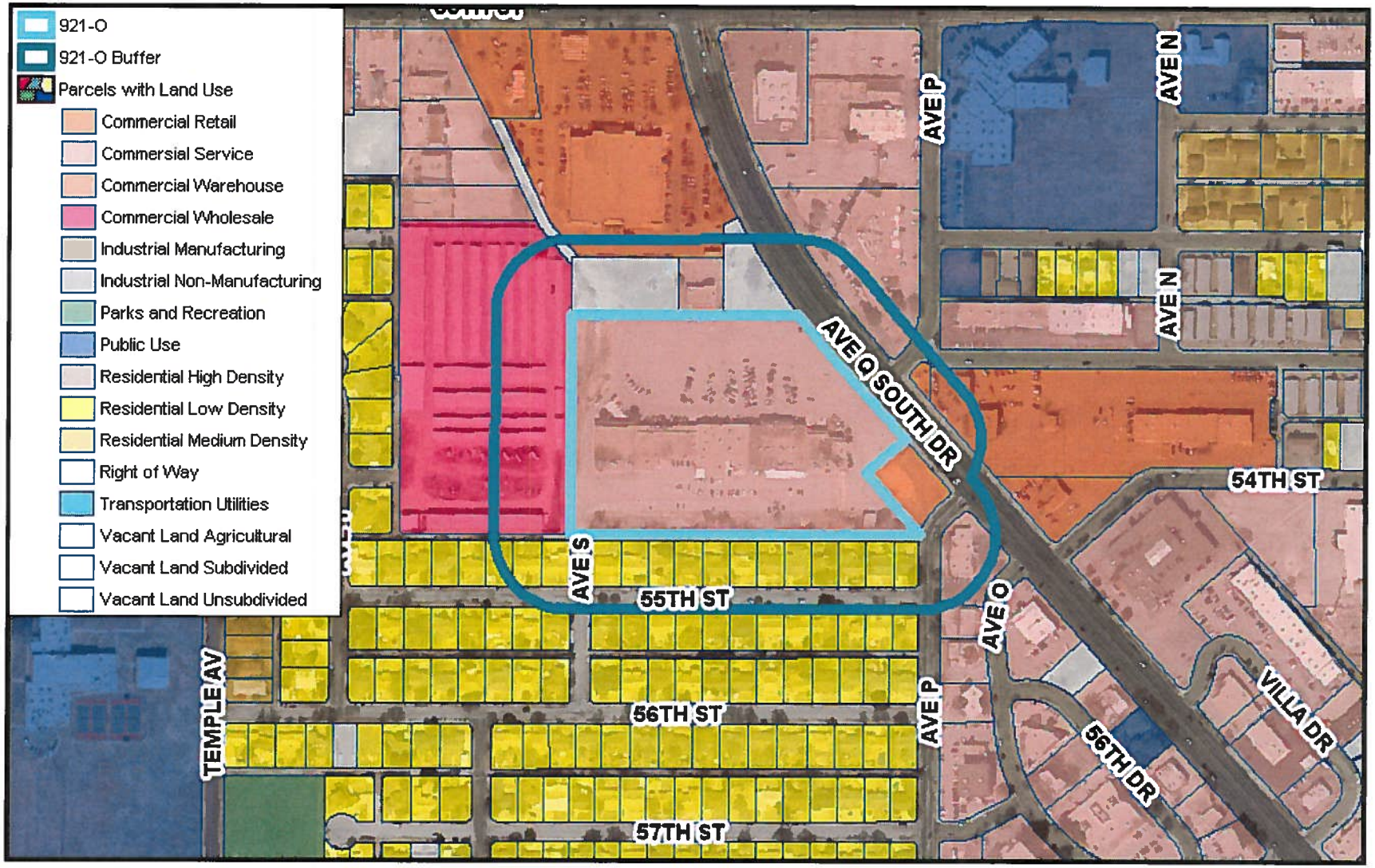
Attachments



P.Z.C. Case 921-O



P.Z.C. Case 921-O Zoning



P.Z.C. Case 921-O

Request of Eric Thompson (for Briercroft Center LLC) for a zoning change from C-3 to C-4, 5300 Avenue Q

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) ERIC THOMPSON ~~BRIERCROFT CENTER LLC~~ on behalf of **For** BRIERCROFT CENTER LLC

5300 AVE Q
Street/Post Office Box

LUBBOCK TX 79412
City State Zip

(901) 328 0450 / 806-765-4430
Telephone

7831 SE STARK ST #103
Street/Post Office Box

PORTLAND, OR 97215
City State Zip

(503) 251-4888
Telephone

Location or Address: 5300 AVE Q LUBBOCK TX 79412

Legal Description:* BRIERCROFT 2ND L B LESS SE PT

Existing Land Use: SHOPING CENTER **Existing Zoning:** C-3

Acreage or Square Footage of Property: 498877.0000 F

Zoning Requested: C-4

Proposed Development: N/A - EXISTING SHOPING CENTER

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

Eric Thompson
Applicant's Signature

12 AUG 2013
Date

Pd $520 CASH rc#178711 KB 9/6/13
Filing Fee:
($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

PIN: 7439 MAP 6

Zone Case No.: 921-O **Agenda No.:** 3

Request for zoning change from: C-3 **To:** C-4

on Lot(s): LOT B less SE PT **Block(s):** —

Subdivision: Briercroft 2nd **Address:** 5300 Ave Q S Drive

September 30, 2013

Letter to the Lubbock Planning and Zoning Board

I am writing regarding the proposed zoning change at 5300 Avenue Q, Lubbock, Texas 79412. I really wish I could be present to discuss this matter in person. However, please do not view my absence as a lack of interest, but instead as an indication of the hard work and dedication to work that is necessary to maintain a home, household, and community. If possible, I would welcome an opportunity to address this matter on another occasion. As a homeowner and family-oriented person in the Briercroft/Bayless-Atkins Neighborhood, I would like to express my desire to have a neighborhood and community that promotes community, family, wholesome morals and values, and an environment that is safe in which to live and raise a family. With all of this in mind, I would like to strongly object to the zoning change that, if changed to C-4 status, would be less restrictive to the type of businesses and commerce that can occur on the lot behind my and my neighbor's homes.

Background information on the neighborhood is it is an area populated by retirees and working class persons with families. The homeowners have worked and studied hard and long to invest in a home in an area that is family-oriented, safe, and a nice looking community. One of the personal joys is being able to walk in my neighborhood, regardless of the time of day. The people in our neighborhood, like my wife and I, had to work hard, make sacrifices, and save diligently to purchase and maintain our home. In other words, we do not take for granted what we have and do not think that even without inaction on our part, our community will remain a safe and thriving placing to live and raise a family.

Even though, in recent years, due to the corner liquor stores, low-income apartments, sex offenders, and transient and homeless individuals in the neighborhood some of these things have already suffered. However, my neighbors and I do not want any further degradation of our property values and sense of safety in our community. I cannot believe that business owners could be so greedy as to impose on a neighborhood, a business or activity that they wouldn't allow next to their own home. Some businesses have no place in a community where people raise their families, where people walk their pets, where families enjoy evenings on the porch and in their yards.

In case you are unaware, property crimes, murders, shootings, assaults, car wrecks, sexual assaults, are among a myriad of undesirable behaviors that increase in the vicinity of nightclubs and adult oriented businesses. I do not suggest that the business owner would encourage criminal behavior or that the business owner would not attempt to prevent such behavior, however, it is just a fact that despite best efforts, crimes increase around certain business. A reasonable person cannot offer a legitimate argument to dispute this. Also, some of the worst characters are attracted to places that encourage drunkenness, lewd, insidious behavior. It may need repeating, certain businesses do not have a place in a community where people are just trying to raise their families and maintain a wholesome environment.

Thank you for your time,

Jordan & Rita Rylander

1602 55th St, Lubbock, TX 79412

Current Owner	Legal Description	Exemptions	Market
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		Entities	Assessed
		CLB, GLB, HSP, SLB, WHP	1,498,596

Situs Address

5300 AVE Q
LUBBOCK, TX 79412

Sales

Date	Volume	Page	Seller Name
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07/24/2007	2007-30835		HELMOS GP LLC
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Assessed	$1,498,596	$1,469,028	$1,442,996	$1,416,746

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			1966		

Land Segments

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Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of ____

Opposed X

Reasons and/or Comments:

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RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Print Name Michael Poston

Signature: [signature]

Address: 3110 Frankford Ave.

Address of Property Owned: 1719 50th

36 of 37

Zone Case Number: 921-O 77621
RATSOP INC
3110 FRANKFORD AVE

LUBBOCK TX 79407

09/27/2013 17:04 8067853450 GARGOYLE STRUCTURES PAGE 01/01
312

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Reasons and/or Comments:

1. Noise pollution
2. Promotion / encouragement of lewd behavior
3. Attraction / inducement of ~~drug~~ Driving Under the influence
4. Decreased property values
5. Crime increase

Print Name Gordon Robison Rita Robison

Signature: Gordon Robison Rita Robison

Address: 1602 55th St, Lubbock, Texas 79412

Address of Property Owned: 1602 55th St, Lubbock, Tx 79412

Zone Case Number: 921-O 7391
ROBISON GORDON D &
RITA R
1602 55TH ST

LUBBOCK TX 79412-2802

Proposed Strike List of C-4 Uses

Sec. 40.03.2233 Permitted uses

[Permitted uses in this district are the following:]

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(9) Barber and beauty shop supply dealer.

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(23) Frozen food lockers.

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(50) Print shop.

(51) Produce market.

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(56) Road machinery sales and service (totally within a building).

(57) Secondhand goods store or pawnshop.

(58) Secondhand or used car sales lot, not including wrecking and repairing, but including minor tuning. Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.

(59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

(60) Store fixtures sales (no manufacturing permitted).

(61) Swimming pool, commercial (indoor and/or outdoor) or sales. Outside display in conjunction with the on premises sale of swimming pools shall be permitted subject to the regulations of this district.

(62) Trailer and truck sales, rental or service. Outside display in conjunction with the on premises sale or rental of trailers and trucks shall be permitted subject to the regulations of this district.

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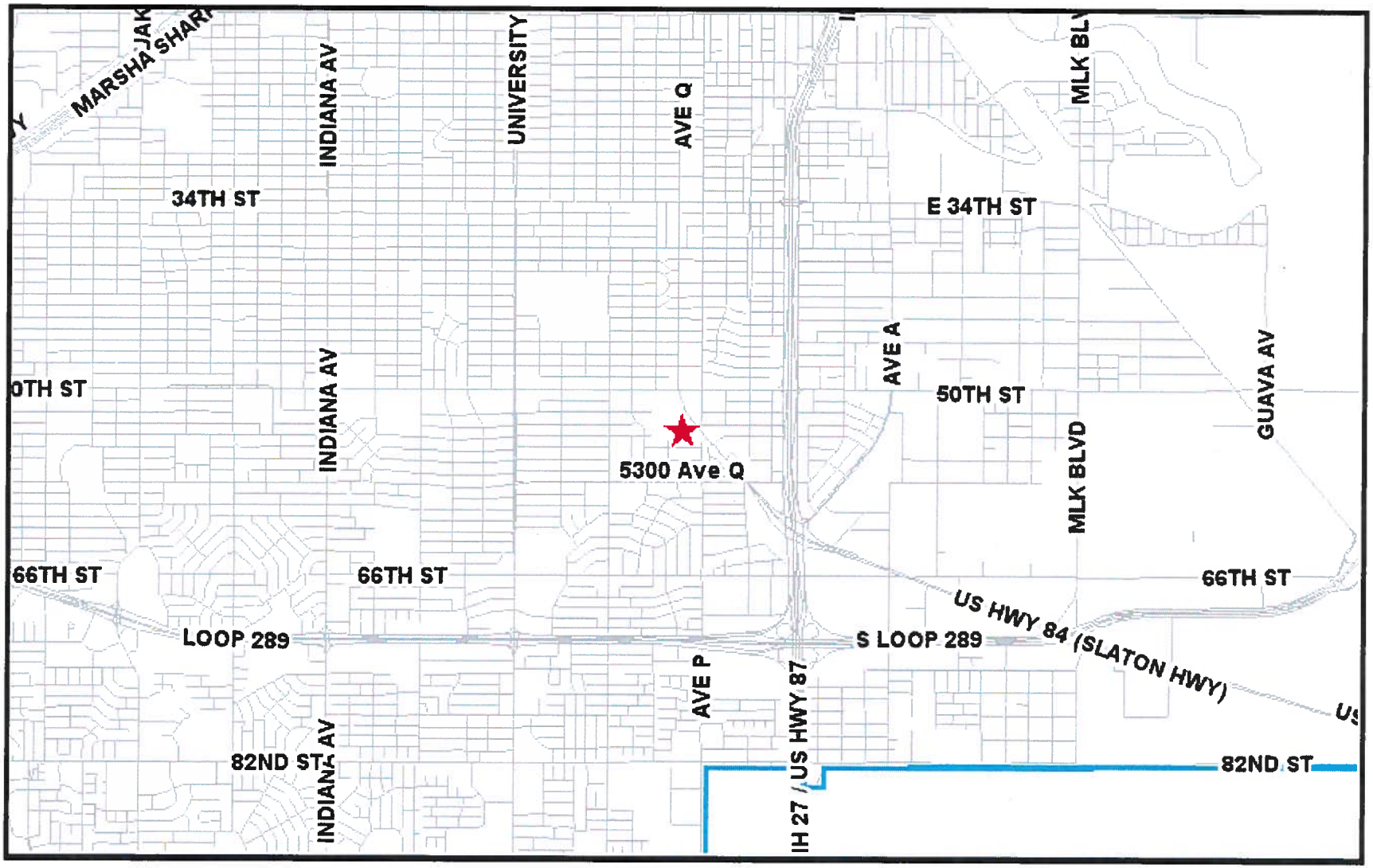
(64) Upholstery shop–Furniture.

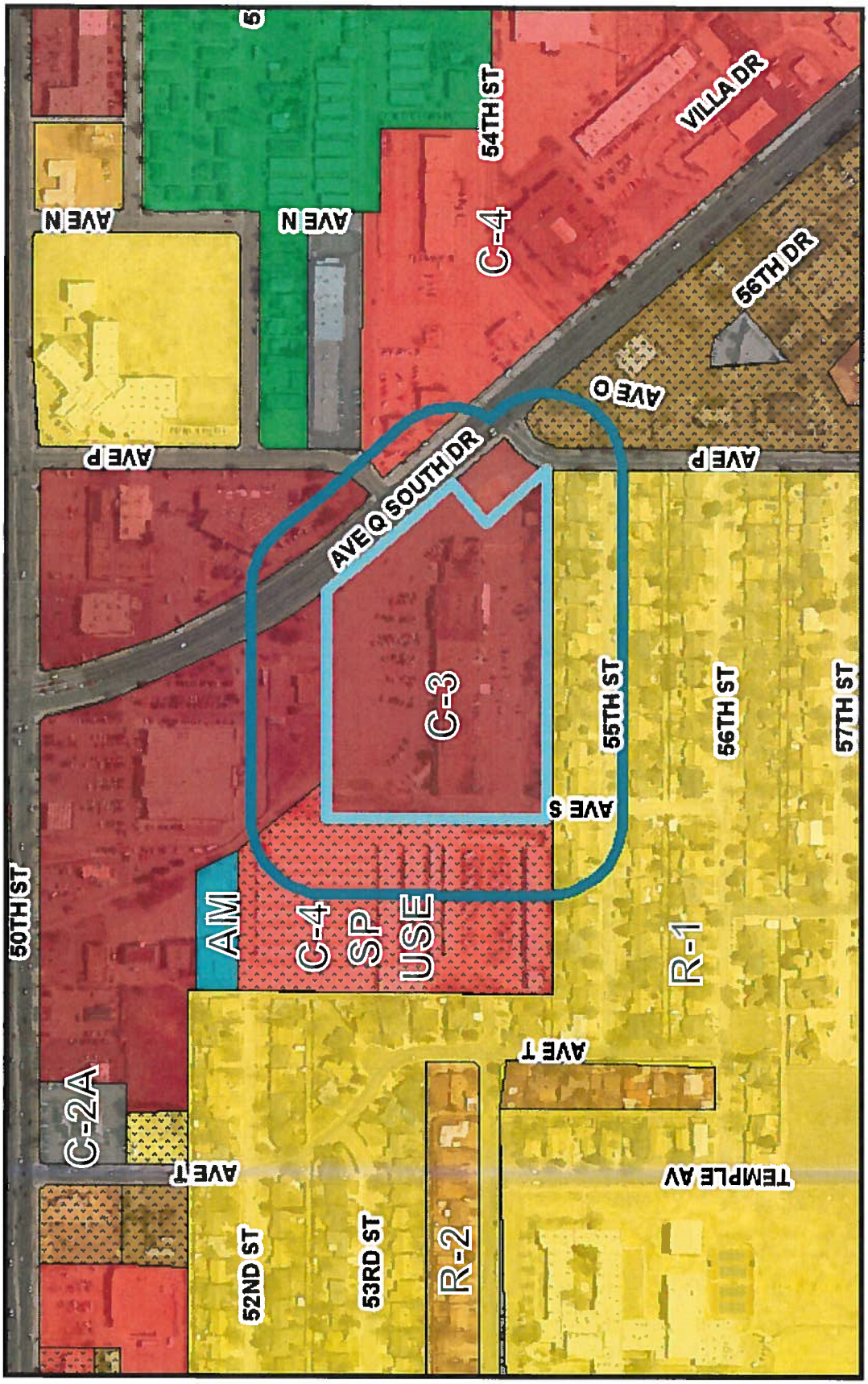
(65) Veterinary hospital (totally within a building).

(66) Wholesale house, sales office and storage–No cotton storage.

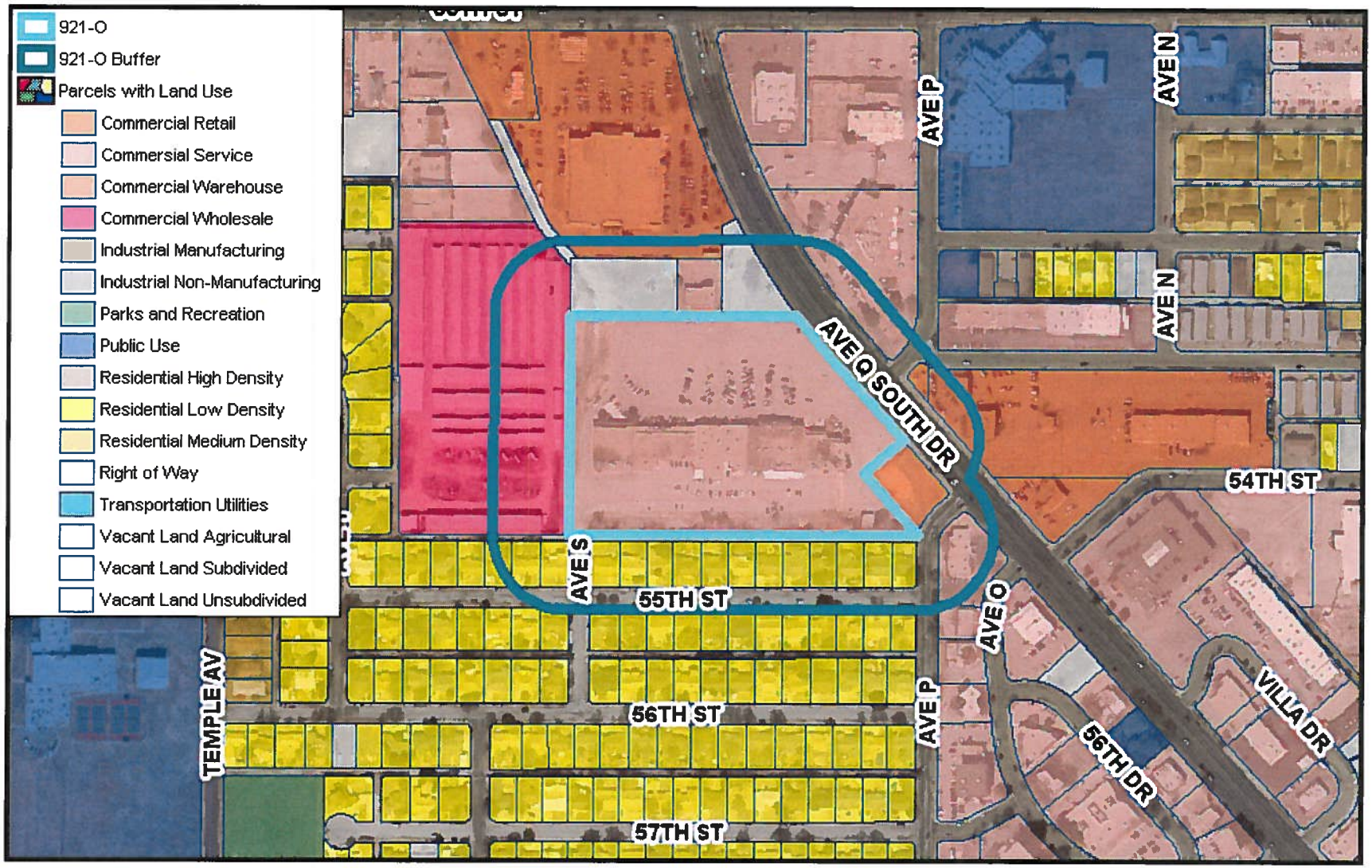
(67) Winery Tasting Facility.



P.Z.C. Case 921-O



P.Z.C. Case 921-O Zoning



P.Z.C. Case 921-O

Request of Eric Thompson (for Briercroft Center LLC) for a zoning change from C-3 to C-4, 5300 Avenue Q

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) ERIC THOMPSON ~~BRIERCROFT CENTER LLC~~ on

5300 AVE Q
Street/Post Office Box

LUBBOCK TX 79412
City State Zip

(901) 328 0450 / 806-765-4430
Telephone

For BRIERCROFT CENTER LLC

7831 SE STARK ST #103
Street/Post Office Box

PORTLAND, OR 97215
City State Zip

(503) 251-4888
Telephone

Location or Address: 5300 AVE Q LUBBOCK TX 79412

Legal Description:* BRIERCROFT 2ND L B LESS SE PT

Existing Land Use: SHOPING CENTER **Existing Zoning:** C-3

Acreage or Square Footage of Property: 498877.0000 F

Zoning Requested: C-4

Proposed Development: N/A - EXISTING SHOPING CENTER

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

Eric Thompson
Applicant's Signature

12 AUG 2013
Date

Filing Fee: Pd $520 CASH rc#178711 KB 9/6/13
~~($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

PIN: 7439 MAP 6

Zone Case No.: 921-O **Agenda No.:** 3

Request for zoning change from: C-3 **To:** C-4

on Lot(s): LOT B less SE PT **Block(s):** —

Subdivision: Briercroft 2nd **Address:** 5300 Ave Q S Drive

September 30, 2013

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Print Name Gordon Robison Rita Robison

Signature: Gordon Robison Rita Robison

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ROBISON GORDON D &
RITA R
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(59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

(60) Store fixtures sales (no manufacturing permitted).

(61) Swimming pool, commercial (indoor and/or outdoor) or sales. Outside display in conjunction with the on premises sale of swimming pools shall be permitted subject to the regulations of this district.

(62) Trailer and truck sales, rental or service. Outside display in conjunction with the on premises sale or rental of trailers and trucks shall be permitted subject to the regulations of this district.

(63) Trailer and truck sales, rental or service utility. Outside display in conjunction with the on premises sale or rental of trailers and trucks shall be permitted subject to the regulations of this district.

(64) Upholstery shop–Furniture.

(65) Veterinary hospital (totally within a building).

(66) Wholesale house, sales office and storage–No cotton storage.

(67) Winery Tasting Facility.

Regular City Council Meeting **6. 3.**

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3201-B, a request of of Kevin Lokey for a zoning change from T to M-1 on 30.502 acres of unplatted land out of Block A, Section 13, 4101 Adrian Street, and consider an ordinance.

Item Summary

General comments:
The request is from R-1 (single family) to M-1 (light industrial). Mr. Lokey is in contract for approximately 30 acres. The applicant has submitted a potential layout of the property. The parcel remains vacant and is zoned R-1 (single family as a holding district) from the date of annexation. This proposed layout does not utilize the private crossing near the south east corner of the property, but accesses the development from Adrian Street.

Adjacent land uses:
N – Commercial/light industrial and vacant – zoned R-1 single family as a holding district from the date of annexation
S – BNSF Rail line and the Clovis Highway
E – Industrial (a junk yard) and vacant - zoned R-1 single family as a holding district from the date of annexation
W – Industrial and vacant – zoned R-1 single family as a holding district from the date of annexation

Comprehensive Land Use Plan (CLUP):
The request is a minor change to the CLUP. The area is still noted as single family from when the area was annexed, but the mixture of uses and location is not conducive to the area ever being developed as residential.

Zoning Policy:
The location is north of the main line railroad and east of North Quaker Avenue. To the west American Turbine is located, which is a non-conforming use that was annexed into the City in 1976. Some distance to the east a nonconforming junkyard exists that is still zoned R-1. Other nonconforming light industrial or heavy commercial business locations are located along Adrian. The entire area is currently zoned R-1 from the annexation, no master zone case has ever been considered. Adrian is the only partially dedicated street in the vicinity, and the lack of activity in the area as well as lack of adequate access for the last 35 years has caused the land to be largely overlooked with regard to development.

Effect on the adjacent street and thoroughfare system:
With Adrian Street emptying onto North Quaker, there would be the addition of some traffic, but should not impose a negative impact on the thoroughfare system.

Recommendations:
The Planning & Zoning Commission (P&Z) and the Planning staff recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3201-B

Zone Case 3201-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. 3201-B;** A ZONING CHANGE FROM **T** TO **M-1** ZONING DISTRICT ON **30.502 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 13,** 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. 3201-B

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **M-1** zoning district on **30.502 acres**

of unplatted land out of Block A, Section 13, City of Lubbock, Lubbock County, Texas, located at **4101 Adrian 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

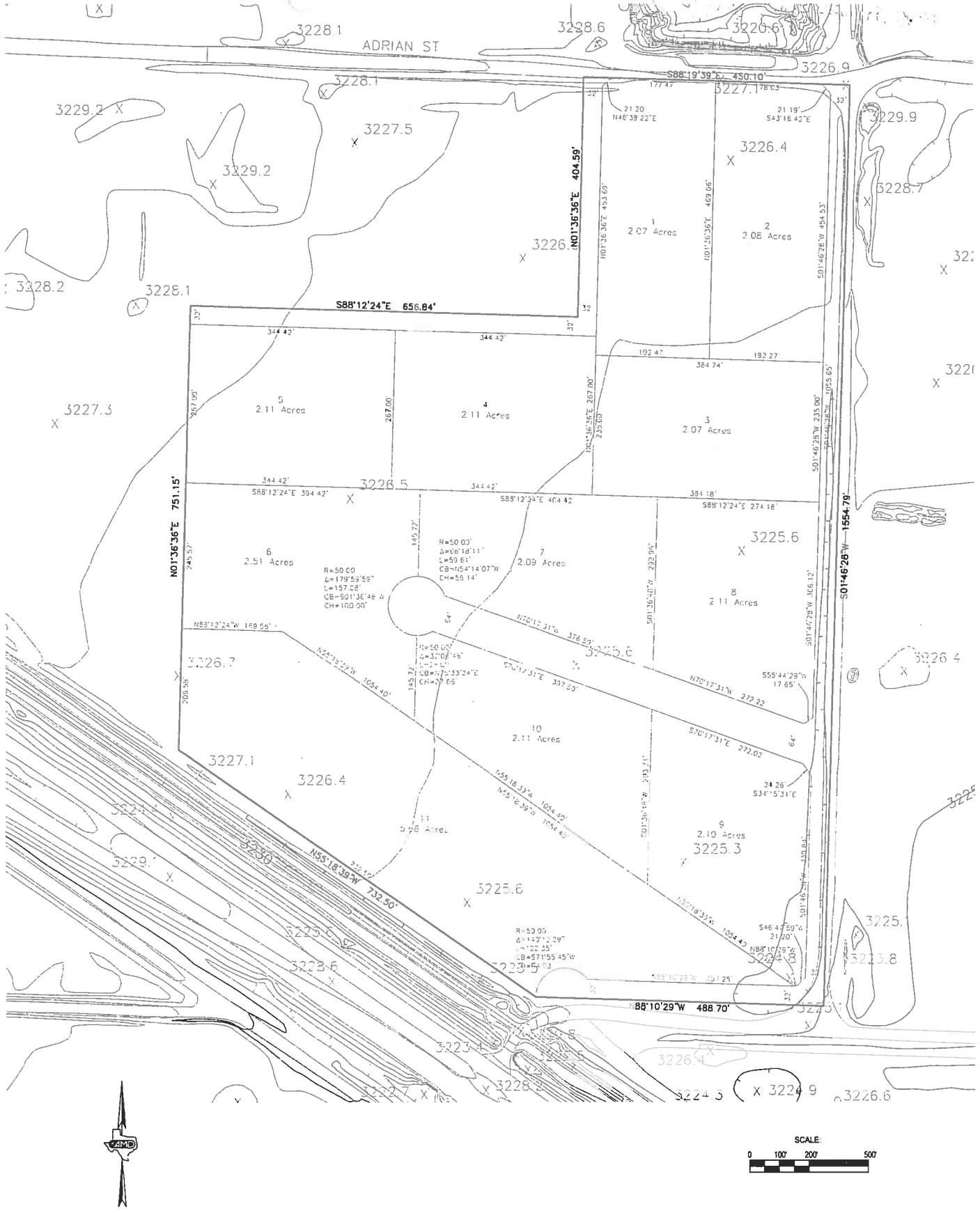
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3201-B
October 8, 2013



PREPARED FOR:
KEVIN LOKEY

DRAWN BY: JDN
CHECKED BY: BKA
JOB No. 13025

PRE-PLAT ON A 30.502 ACRE TRACT OUT OF SECTION 13, BLOCK A, LUBBOCK COUNTY, TEXAS

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite B
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
Accuracy - Efficiency - Integrity

1/2" iron rod with cap, continuing along the Western boundary of said 30.0 acre tract, at 652.81 feet pass a 1/2" iron rod with cap found at the Southwest corner of said 30.0 acre tract and the Northeast corner of a 1.3 acre tract as described in Volume 10241, Page 154 of the Official Public Records of Lubbock County, Texas, continuing along the Western boundary of said 1.3 acre tract and a 3.7 acre tract as described under County Clerk File No. 2006033350 of the Official Public Records of Lubbock County, Texas, at 833.03 feet pass a found 1/2" iron rod, continuing along the Western boundary of said 3.7 acre tract, at 1100.54 feet pass a ½" iron rod found at the Southwest corner of said 3.7 acre tract and the Northwest corner of a 5.0 acre tract as described in Volume 2621, Page 90 of the Real Property Records of Lubbock County, Texas, continuing along the Western boundary of said 5.0 acre tract for a total distance of 1554.79 feet to a 1/2" iron rod with cap set in the Northern boundary of a 7.1 acre tract as described in Volume 7224, Page 76 of the Real Property Records of Lubbock County, Texas for the Southwest corner of said 5.0 acre tract and the Southeast corner of this tract;

THENCE N. 89°00'50" W., along the Northern boundary of said 7.1 acre tract, a distance of 488.70 feet to a 1" galvanized iron pipe found in the Northeastern line of the Burlington Northern Santa Fe Railroad Co. right-of-way as described in Volume 25, Page 429 of the Deed Records of Lubbock County, Texas, at the most Westerly Northwest corner of said 7.1 acre tract and the most Southerly Southwest corner of this tract;

THENCE N. 56°09' W., along said Northeastern right-of-way line, a distance of 732.50 feet to a 1/2" square tube found at the most Southerly Southeast corner of a 20.8 acre tract as described in Volume 1757, Page 533 of the Deed Records of Lubbock County, Texas and the most Westerly Southwest corner of this tract;

THENCE N. 00°46'15" E., along the Eastern boundary of said 20.8 acre tract, a distance of 751.15 feet to a 1/2" square tube found at an "ell" corner of said 20.8 acre tract and the most Westerly Northwest corner of this tract;

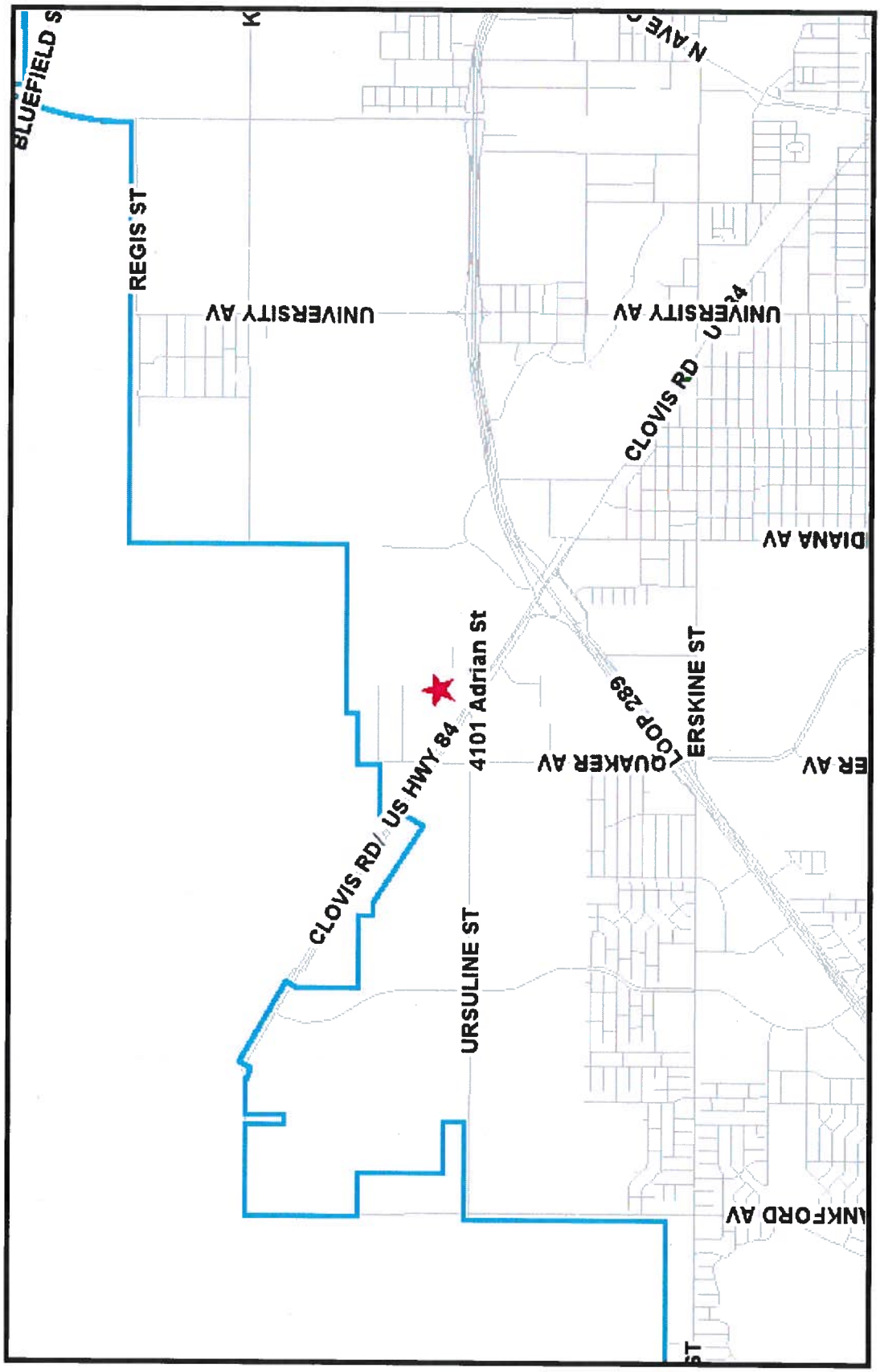
THENCE S. 89°02'45" E., continuing along the Eastern boundary of said 20.8 acre tract, a distance of 656.84 feet to a 1/2" square tube found at the most Easterly Southeast corner of said 20.8 acre tract and an "ell" corner of this tract;

THENCE N. 00°46'15" E., continuing along the Eastern boundary of said 20.8 acre tract, a distance of 404.59 feet to the Point of Beginning.

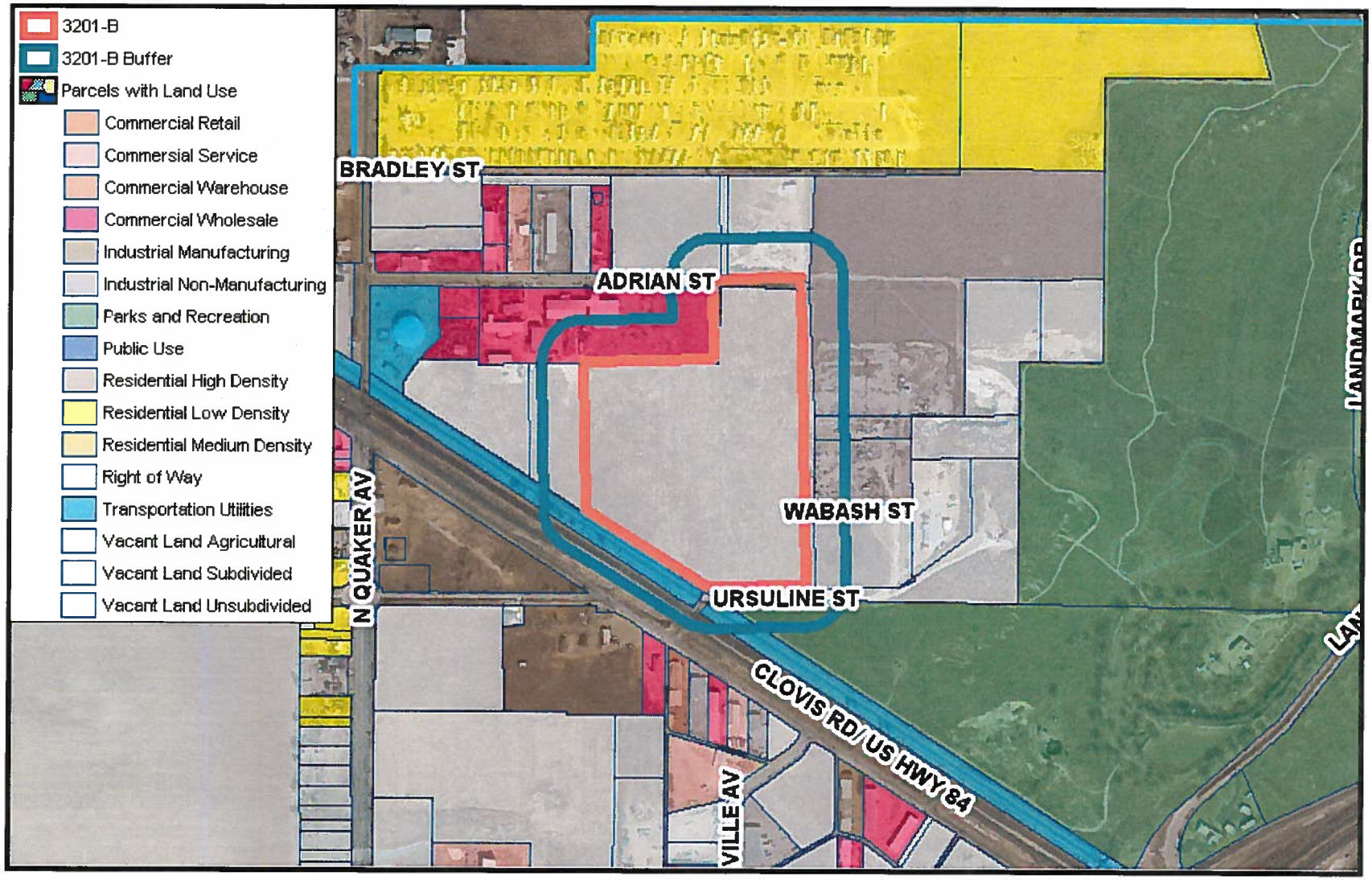
Note: The Company does not represent that the above square footage or acreage calculations are correct.

Countersigned
Service Title Company

By _____
Authorized Counter Signature

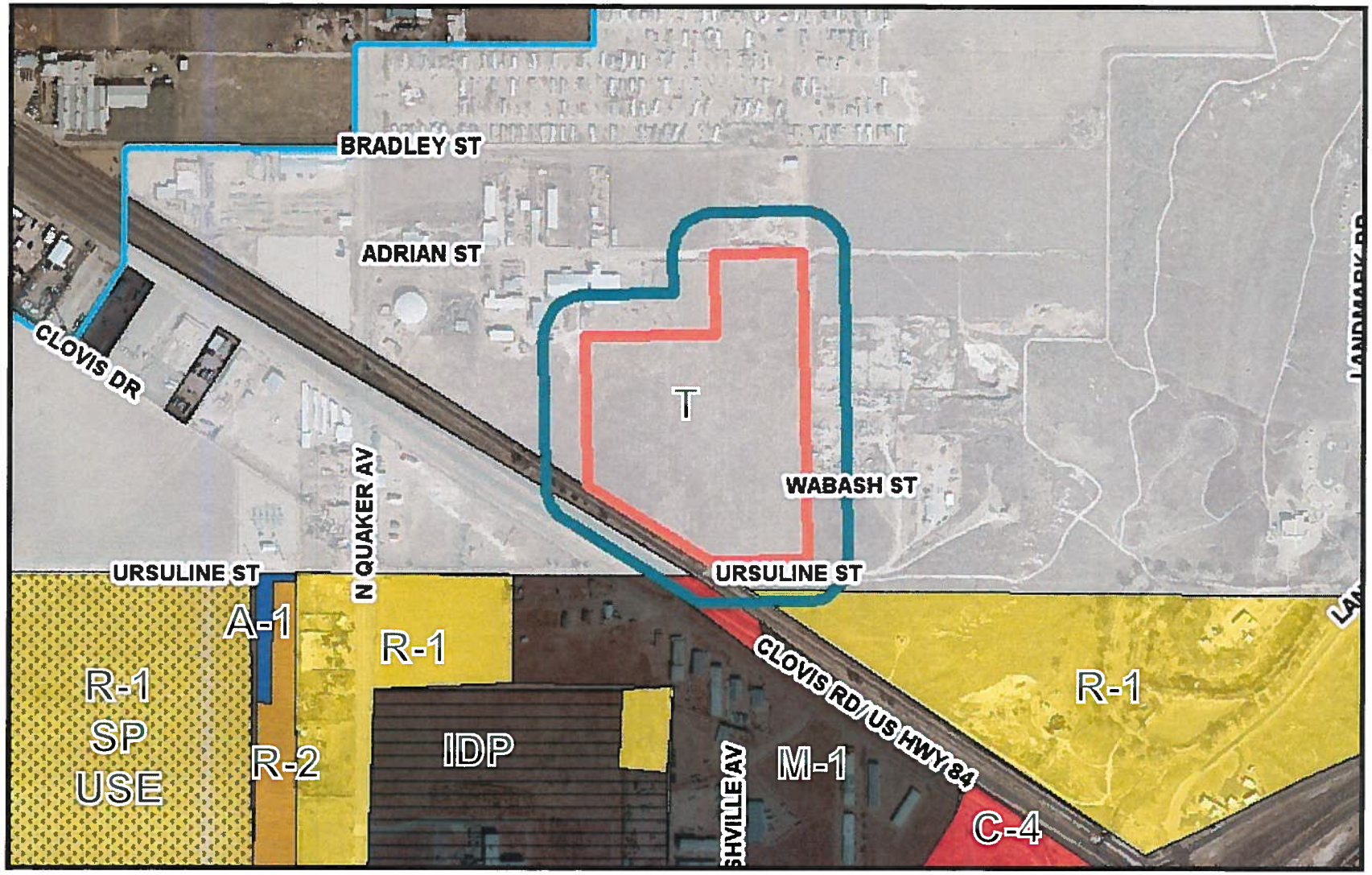


P.Z.C. Case 3201-B



P.Z.C. Case 3201-B

Request of Kevin Lokey for a zoning change from T to M-1, 4101 Adrian Street



P.Z.C. Case 3201-B Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print): Kevin Lokey
7312 93rd St.
Lubbock Tx 79424
(806) 535-7872

For:
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: 4101 Adrian Street

Legal Description:*

Existing Land Use:

Existing Zoning: T

Acreage or Square Footage of Property: 30.502

Zoning Requested: M-1

Proposed Development: 2-10 ACRE Stackyards with buildings

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

Kevin Lokey
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 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

Receipt 17586 CK # 6989 **For City Use Only** M4B MAP 10

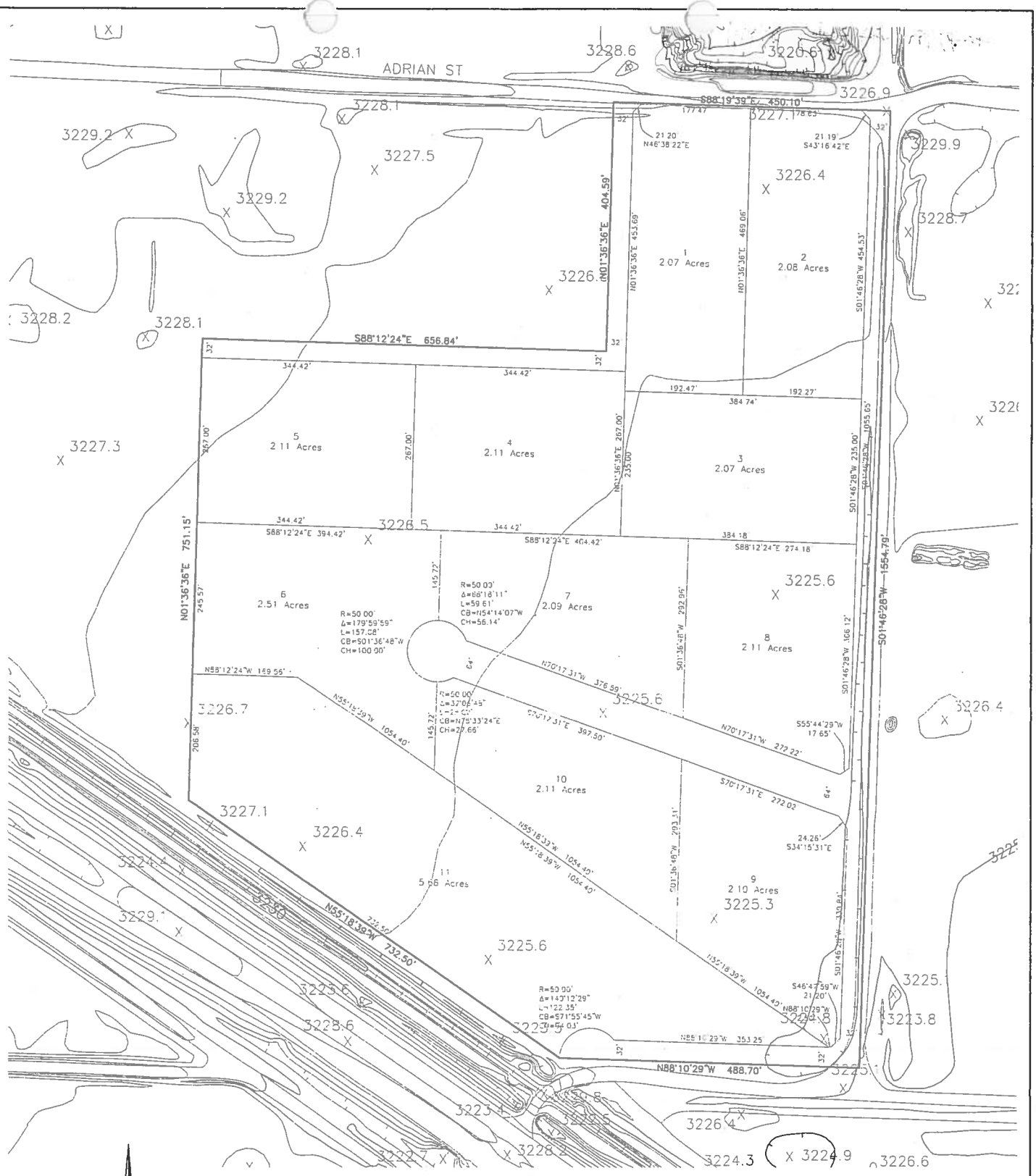
Zone Case No.: 3201-B **Agenda No.:** 4

Request for zoning change from: T **To:** M-1

30.502 acres of unplatted land out of Block A Section 13

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 4101 Adrian St



PREPARED FOR:
KEVIN LOKEY

DRAWN BY: JDN
CHECKED BY: BKA
JOB No. 13025

PRE-PLAT ON A 30.502 ACRE TRACT OUT OF SECTION 13, BLOCK A, LUBBOCK COUNTY, TEXAS

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
Accuracy - Efficiency - Integrity

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Effective Date: **January 18, 2013, 7:00 am** G.F. No. or File No. **15204**

Commitment No. _____ issued: **January 25, 2013,**
(if applicable)

1. The policy or policies to be issued are:

   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount: **$105,000.00**
   PROPOSED INSURED: **Kevin Lokey and/or assigns**

   (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount:
   PROPOSED INSURED:

   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (f) OTHER
   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
CAROLINE THOMPSON, Individually and as Trustee of the Ronald and Caroline Thompson Revocable Trust

4. Legal description of the land:
A 30.502 acre tract of land located in Section 13, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" square tube found in the South right-of-way line of Adrian Street as described under County Clerk File No. 2010032657 of the Official Public Records of Lubbock County, Texas at the most Northerly Northwest corner of this tract which bears N. 00°46'15" E. a distance of 1578.58 feet and S. 89°10' E. a distance of 1798.38 feet from the Southwest corner of Section 13, Block A, Lubbock County, Texas;

THENCE S. 89°10' E., along said South right-of-way line, a distance of 450.10 feet to a 1/2" iron rod with cap found in the Western boundary of a 30.0 acre tract as described under County Clerk File No. 2011001391 of the Official Public Records of Lubbock County, Texas at the Northeast corner of this tract;

THENCE S. 00°56'07" W., along the Western boundary of said 30.0 acre tract, at 282.81 feet pass a found

1/2" iron rod with cap, continuing along the Western boundary of said 30.0 acre tract, at 652.81 feet pass a 1/2" iron rod with cap found at the Southwest corner of said 30.0 acre tract and the Northeast corner of a 1.3 acre tract as described in Volume 10241, Page 154 of the Official Public Records of Lubbock County, Texas, continuing along the Western boundary of said 1.3 acre tract and a 3.7 acre tract as described under County Clerk File No. 2006033350 of the Official Public Records of Lubbock County, Texas, at 833.03 feet pass a found 1/2" iron rod, continuing along the Western boundary of said 3.7 acre tract, at 1100.54 feet pass a ½" iron rod found at the Southwest corner of said 3.7 acre tract and the Northwest corner of a 5.0 acre tract as described in Volume 2621, Page 90 of the Real Property Records of Lubbock County, Texas, continuing along the Western boundary of said 5.0 acre tract for a total distance of 1554.79 feet to a 1/2" iron rod with cap set in the Northern boundary of a 7.1 acre tract as described in Volume 7224, Page 76 of the Real Property Records of Lubbock County, Texas for the Southwest corner of said 5.0 acre tract and the Southeast corner of this tract;

THENCE N. 89°00'50" W., along the Northern boundary of said 7.1 acre tract, a distance of 488.70 feet to a 1" galvanized iron pipe found in the Northeastern line of the Burlington Northern Santa Fe Railroad Co. right-of-way as described in Volume 25, Page 429 of the Deed Records of Lubbock County, Texas, at the most Westerly Northwest corner of said 7.1 acre tract and the most Southerly Southwest corner of this tract;

THENCE N. 56°09' W., along said Northeastern right-of-way line, a distance of 732.50 feet to a 1/2" square tube found at the most Southerly Southeast corner of a 20.8 acre tract as described in Volume 1757, Page 533 of the Deed Records of Lubbock County, Texas and the most Westerly Southwest corner of this tract;

THENCE N. 00°46'15" E., along the Eastern boundary of said 20.8 acre tract, a distance of 751.15 feet to a 1/2" square tube found at an "ell" corner of said 20.8 acre tract and the most Westerly Northwest corner of this tract;

THENCE S. 89°02'45" E., continuing along the Eastern boundary of said 20.8 acre tract, a distance of 656.84 feet to a 1/2" square tube found at the most Easterly Southeast corner of said 20.8 acre tract and an "ell" corner of this tract;

THENCE N. 00°46'15" E., continuing along the Eastern boundary of said 20.8 acre tract, a distance of 404.59 feet to the Point of Beginning.

Note: The Company does not represent that the above square footage or acreage calculations are correct.

Countersigned
Service Title Company

By Jami Parrish
Authorized Counter Signature

Regular City Council Meeting **6. 4.**

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3210, a request of Jaime DeLaCruz for a zoning change from R-1 to IHC for an addition to an existing tire warehouse on a portion of the northwest 133 feet by 230 feet of Block 23, Suburban Homes Addition, 4301 Interstate 27, and consider an ordinance.

Item Summary

Zoning Request:
The request is from R-1 to IHC. The proposed land use is for a detached tire warehouse in conjunction with sales. This is an expansion of an existing business.

Adjacent Land Uses:
N – (Commercial) – zoned IHC Interstate Highway commercial
S – (Commercial) – zoned IHC Interstate Highway commercial
E – (Public) – I-27
W– (Residential) – zoned R-2 for duplexes

Planning and Zoning Commission (P&Z) Public Hearing Notes from October 8, 2013:
The property shall not become a public nuisance to the residentially zoned property to the east.

Impact on the Comprehensive Land Use Plan (CLUP):
The property follows the guidelines set by the CLUP and is well within the IHC policy zone. In 1980's the IHC corridor was created. The IHC policy corridor is about 2600 ft (½ mile) and adjusts to follow property lines. In some cases it will be narrower or wider depending on the circumstances.

The purpose of the IHC zoning district is to secure and beautify the entrance corridors of the city. The district also provides guidelines for quality commercial retail and wholesale uses which serve a city-wide or regional area.

Staff supports the request for your approval.

P&Z Recommendation:
The P&Z recommended the request with a vote of 5-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3210;** A ZONING CHANGE FROM **R-2** TO **IHC** ZONING DISTRICT ON **A PORTION OF THE NORTHWEST 133 FEET BY 230 FEET OF BLOCK 23, SUBURBAN HOMES 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. 3210

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 **a portion of the northwest 133 feet by 230 feet of Block 23, Suburban Homes Addition**, City of Lubbock, Lubbock County, Texas, located at **4301 Interstate 27.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

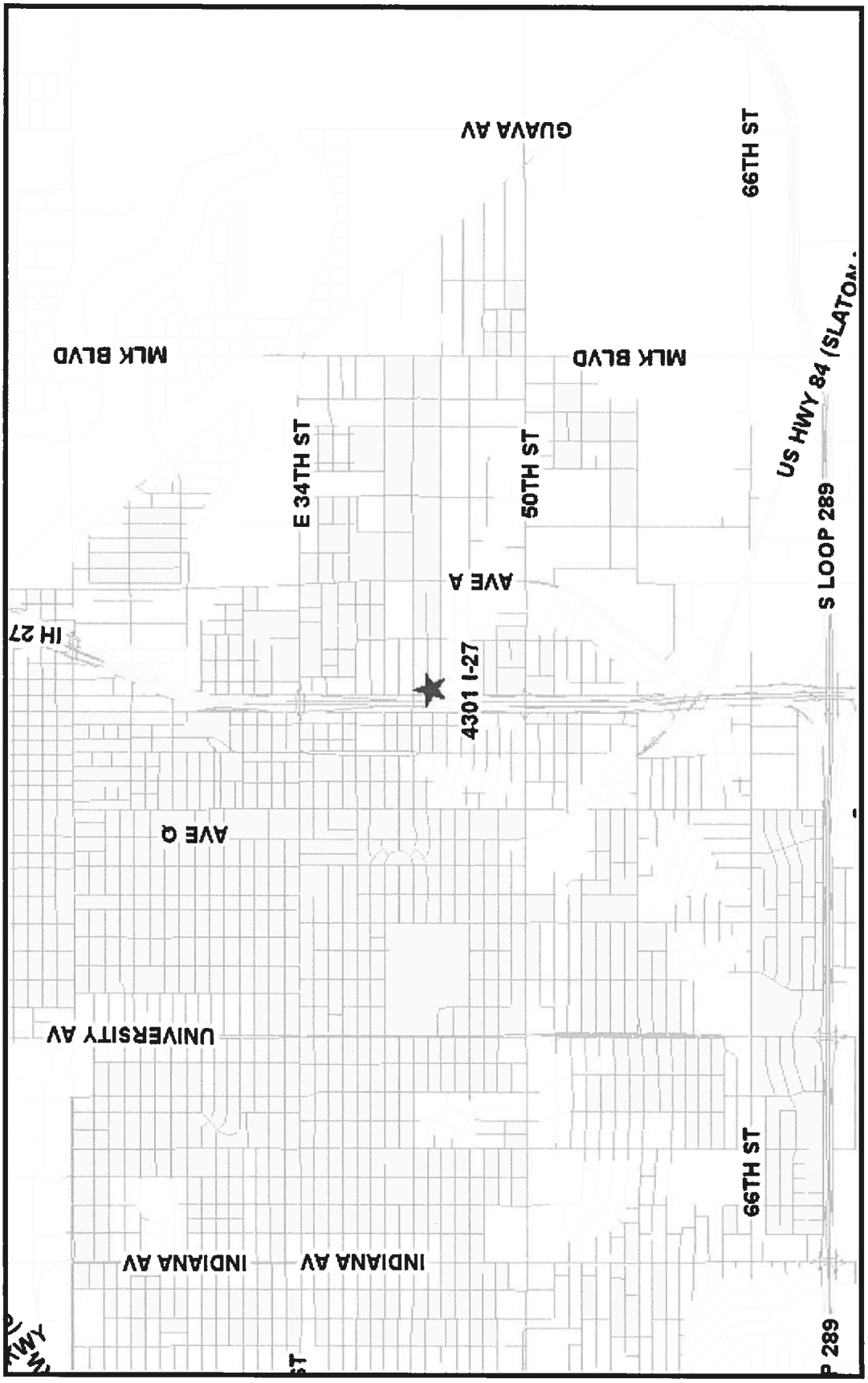
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

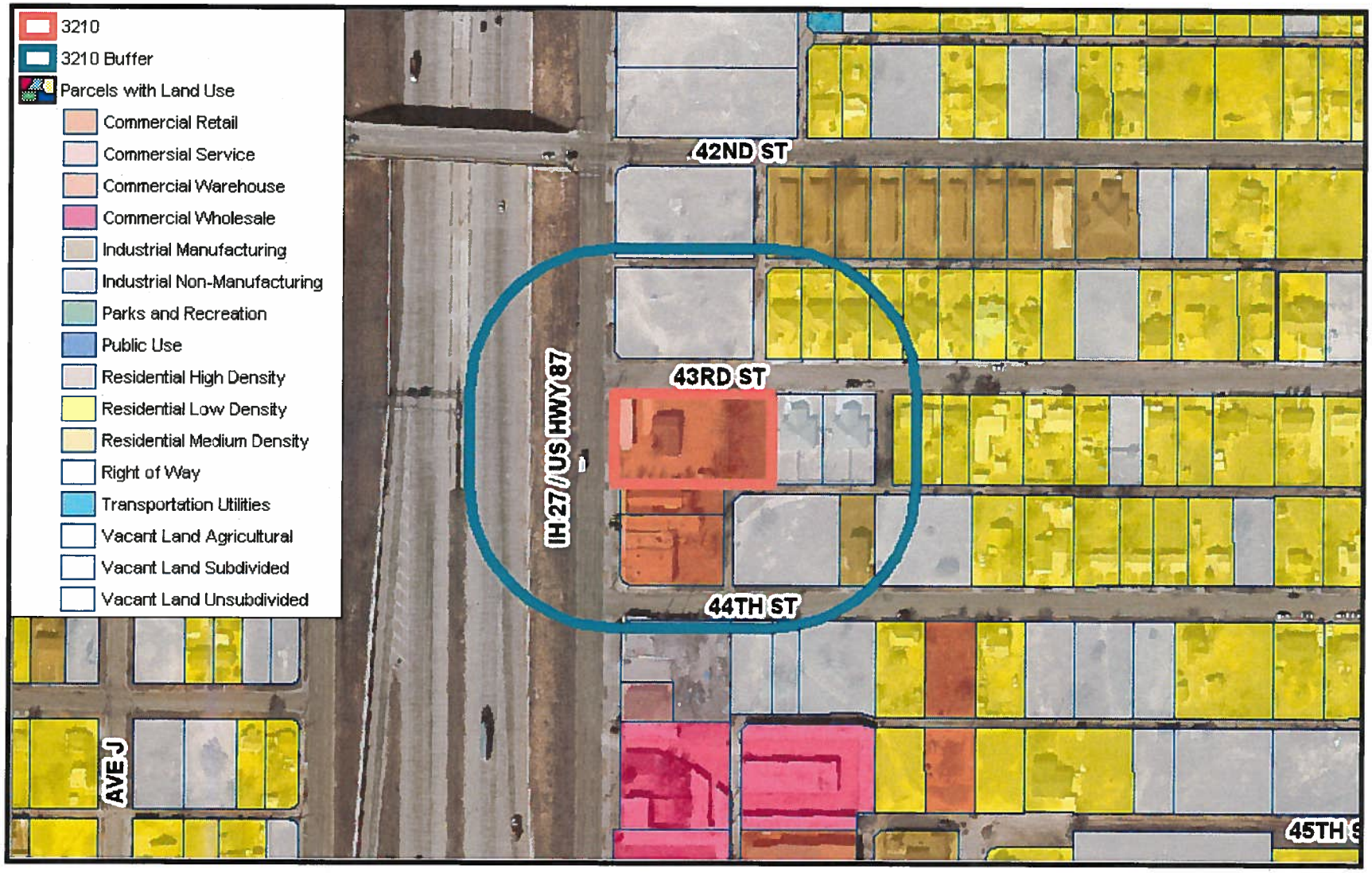
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3210
October 8, 2013

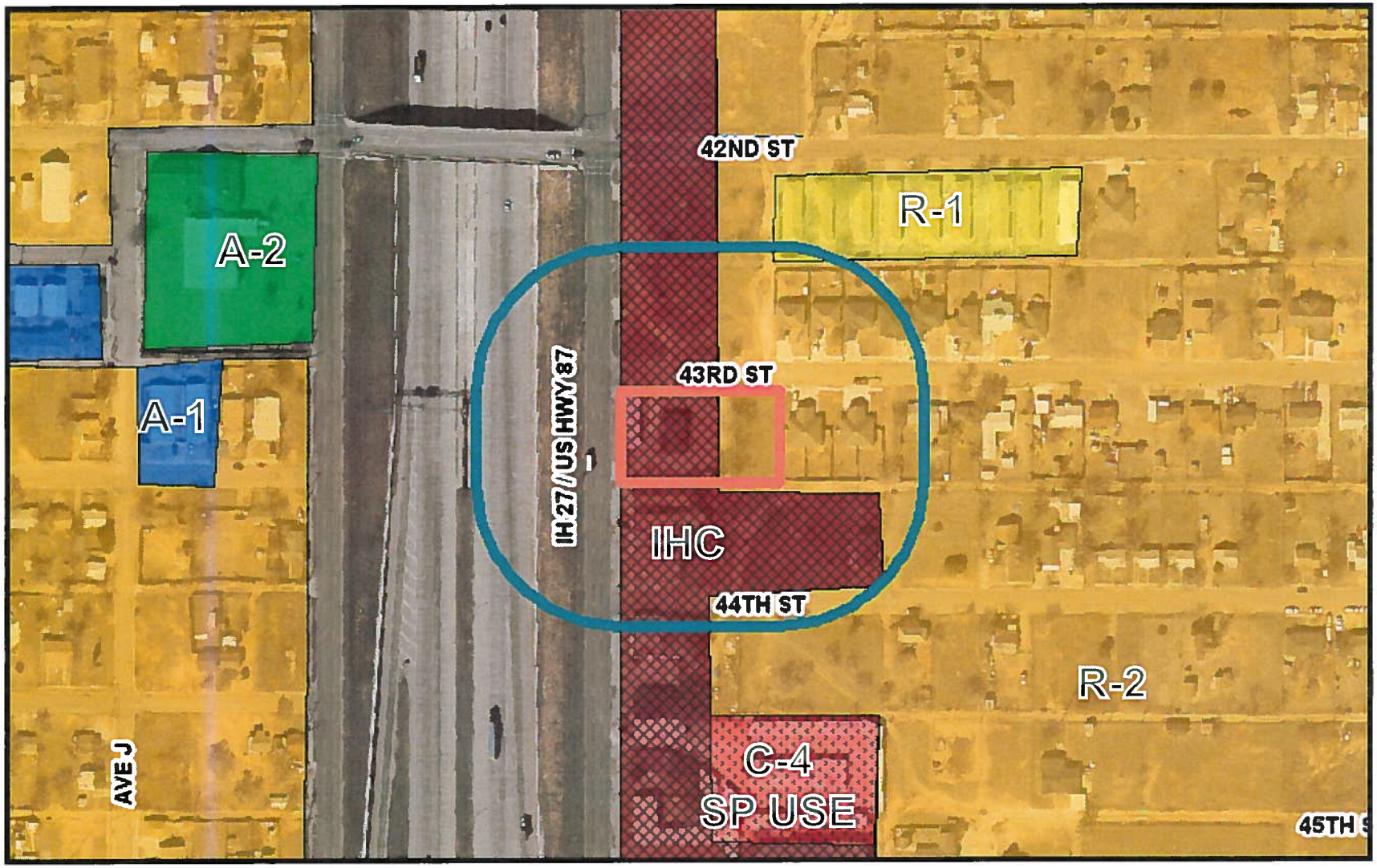


P.Z.C. Case 3210



P.Z.C. Case 3210

Request of Jaime DeLaCruz for a zoning change from R-1 to IHC for an addition to an existing tire warehouse, 4301 Interstate 27



P.Z.C. Case 3210 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Jaime DeLeCruz

802 drasdine
Street/Post Office Box

Lubbock Tx 79403
City State Zip

(806) 632.4837
Telephone

For Victor Baeza

4301 Interstate 27
Street/Post Office Box

Lubbock Tx
City State Zip

(806) 319.3591
Telephone

Location or Address: 4301 Interstate 27

Legal Description:*

Existing Land Use: Vacant **Existing Zoning:** R1

Acreage or Square Footage of Property:

Zoning Requested: Adjust existing R1 zoning to IHC zoning

Proposed Development: Addition to Existing Tire Warehouse.

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

Applicant's Signature

9.6.2013
Date

RC# 178876
CK# 1482
Pd 9/6/13

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

AIN 90128 map 5

Zone Case No.: 3210 **Agenda No.:** 1

Request for zoning change from: R-1 **To:** IHC

on Lot(s): NW 133' x 230' **Block(s):** 23

Subdivision: Suburban Homes **Address:** 4301 Interstate 27

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

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3211, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from T to R-1 Specific Use for reduced setbacks on 30.5 acres of unplatted land out of Block AK, Section 21, north of 114th Street and east of Homestead Avenue, and consider an ordinance.

Item Summary

Zoning Request:
R-1(Single Family) Specific Use for reduced setbacks.

Proposed Land Use:
The proposed land use is for Single family residences.

Adjacent Land Uses:
N – (Apartment) – A-2 (Apartments) and T (Transitional)
S – (Transitional) – (Single family homes zoned T (Transitional)
E – (Commercial/Residential) – R-1(Single Family),R-2(Duplex), C-3(Commercial)
W– (Residential) – R-1 specific Use

Impact on the Comprehensive Land Use Plan (CLUP):
The case is consistent the CLUP.

The proposed request is infilling the remaining pocket zoned transitional to R-1(Single Family) Specific Use for reduced setbacks.

Staff recommended the case to the commission for approval.

The Planning and Zoning (P&Z) Commission recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting with the following conditions:
1. Lots under ½ acres subject to the following setback requirements:
Front: 20’ setback
Side setback for corner lots (excluding 114th St. and Homestead Ave): 5’ for both fences and structures.
Front setbacks on cul-de-sacs: 5’ except that garages require 20’.
Non-rear facing garage may be constructed to zero (0’).

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3211

Zone Case 3211

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. 3211;** A ZONING CHANGE FROM **T** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS**, ON **30.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTON 21,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3211

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 **T** to **R-1** Specific Use for **reduced setbacks** on **30.5 acres of unplatted land out of Block AK, Section 21,** City of Lubbock, Lubbock County, Texas, located at **north of 114th Street and east of Homestead 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 lots under ½ acre shall be subject to the following setback requirements:**

   a) **Front: 20' setback;**
   b) **Side setback for corner lots (excluding 114th St., and Homestead Ave);**
   c) **5' for both fences and structures;**
   d) **Front setbacks on cul-de-sacs: 5' except that garages require 20'; and**
   e) **Non-rear facing garage may be constructed to zero (0').**

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

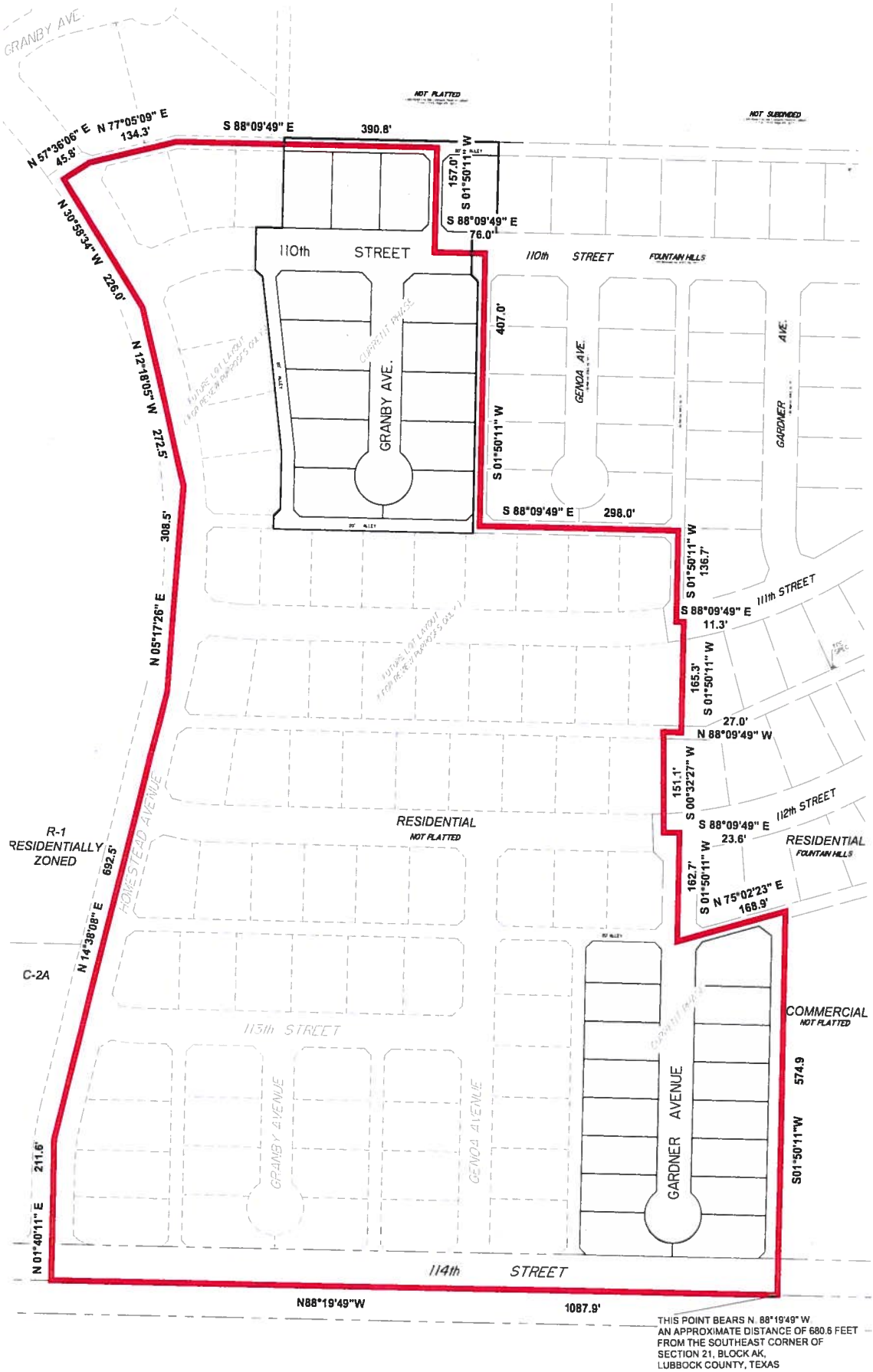
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3211
October 8, 2013



REQUESTED R-1 SPECIFIC USE ZONING

FOUNTAIN HILLS

NOT TO SCALE

SEPTEMBER 3, 2013 HFM

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100979-00
TEXAS REGISTERED ENGINEERING FIRM F-788
1501 AVENUE N
LUBBOCK, TEXAS 79401
PHONE 806 / 763 5642
FAX 806 / 763-3891

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

LAND SURVEYORS
CIVIL ENGINEERS

Proposed R-1 Specific Use

METES AND BOUNDS DESCRIPTION of an approximate 30.5 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

Beginning at a point in the South line of Section 21, Block AK, being the center line of 114th Street and the Southeast corner of this tract, which bears N. 88°19'49" W. an approximate distance of 680.6 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE N. 88°19'49" W, along the centerline of said 114th Street, an approximate distance of 1087.9 feet to the Southwest corner of this tract;

THENCE N. 01°40'11" E. an approximate distance of 211.6 feet;

THENCE N. 14°38'08" E. an approximate distance of 692.5 feet;

THENCE N. 05°17'26" E. an approximate distance of 308.5 feet;

THENCE N. 12°18'05" W. an approximate distance of 272.5 feet;

THENCE N. 30°58'34" W. an approximate distance of 226.0 feet;

THENCE N. 57°36'06" E. an approximate distance of 45.8 feet;

THENCE N. 77°05'09" E. an approximate distance of 134.3 feet;

THENCE S. 88°09'49" E. an approximate distance of 390.8 feet;

THENCE S. 01°50'11" W. an approximate distance of 157.0 feet;

THENCE S. 88°09'49" E. an approximate distance of 76.0 feet;

THENCE S. 01°50'11" W. an approximate distance of 407.0 feet;

THENCE S. 88°09'49" E. an approximate distance of 298.0 feet;

THENCE S. 01°50'11" W. an approximate distance of 136.7 feet;

THENCE S. 88°09'49" E. an approximate distance of 11.3 feet;

THENCE S. 01°50'11" W. an approximate distance of 165.3 feet;

THENCE N. 88°09'49" W. an approximate distance of 27.0 feet;

THENCE S. 00°32'27" W. an approximate distance of 151.1 feet;

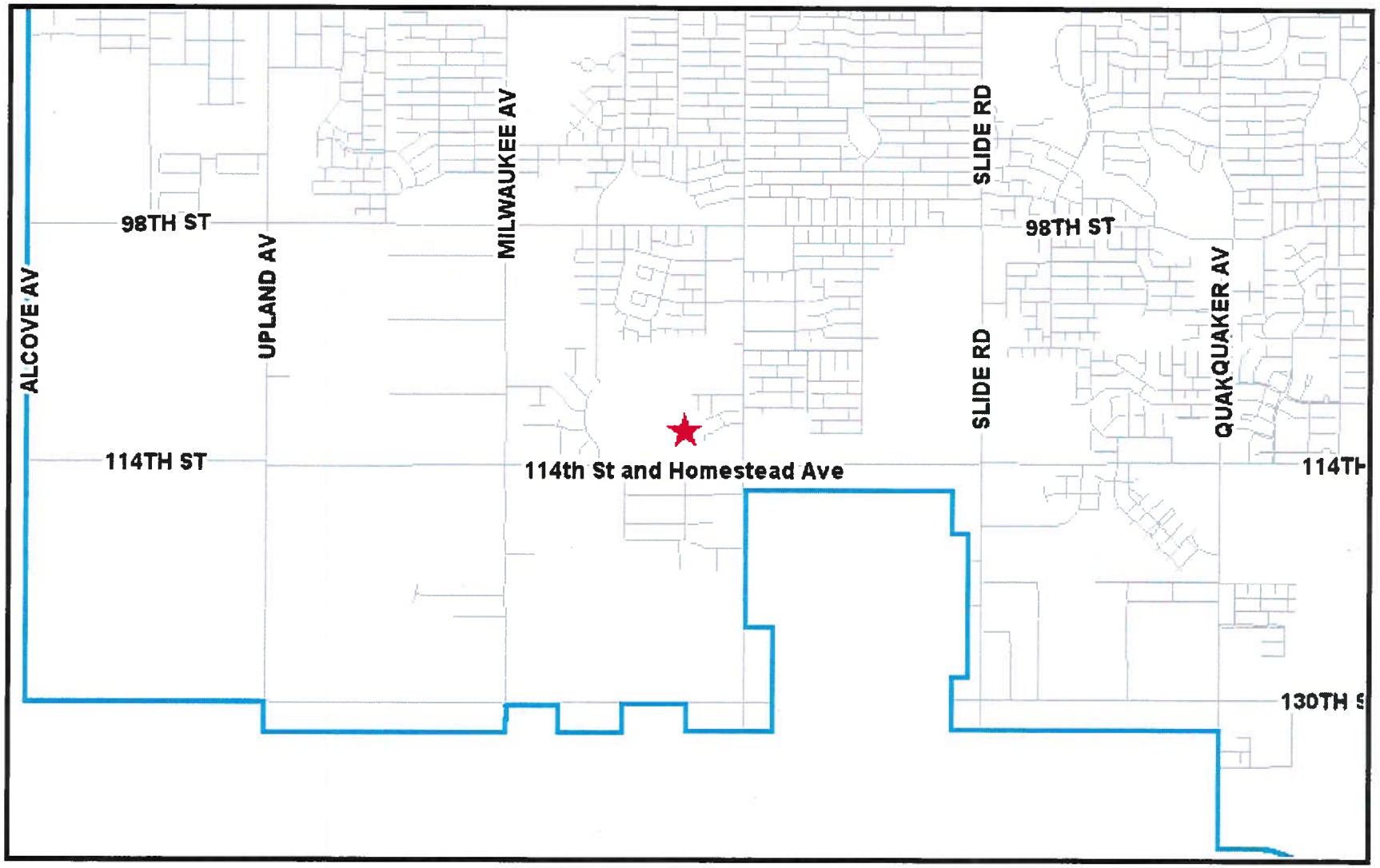
THENCE S. 88°09'49" E. an approximate distance of 23.6 feet;

THENCE S. 01°50'11" W. an approximate distance of 162.7 feet

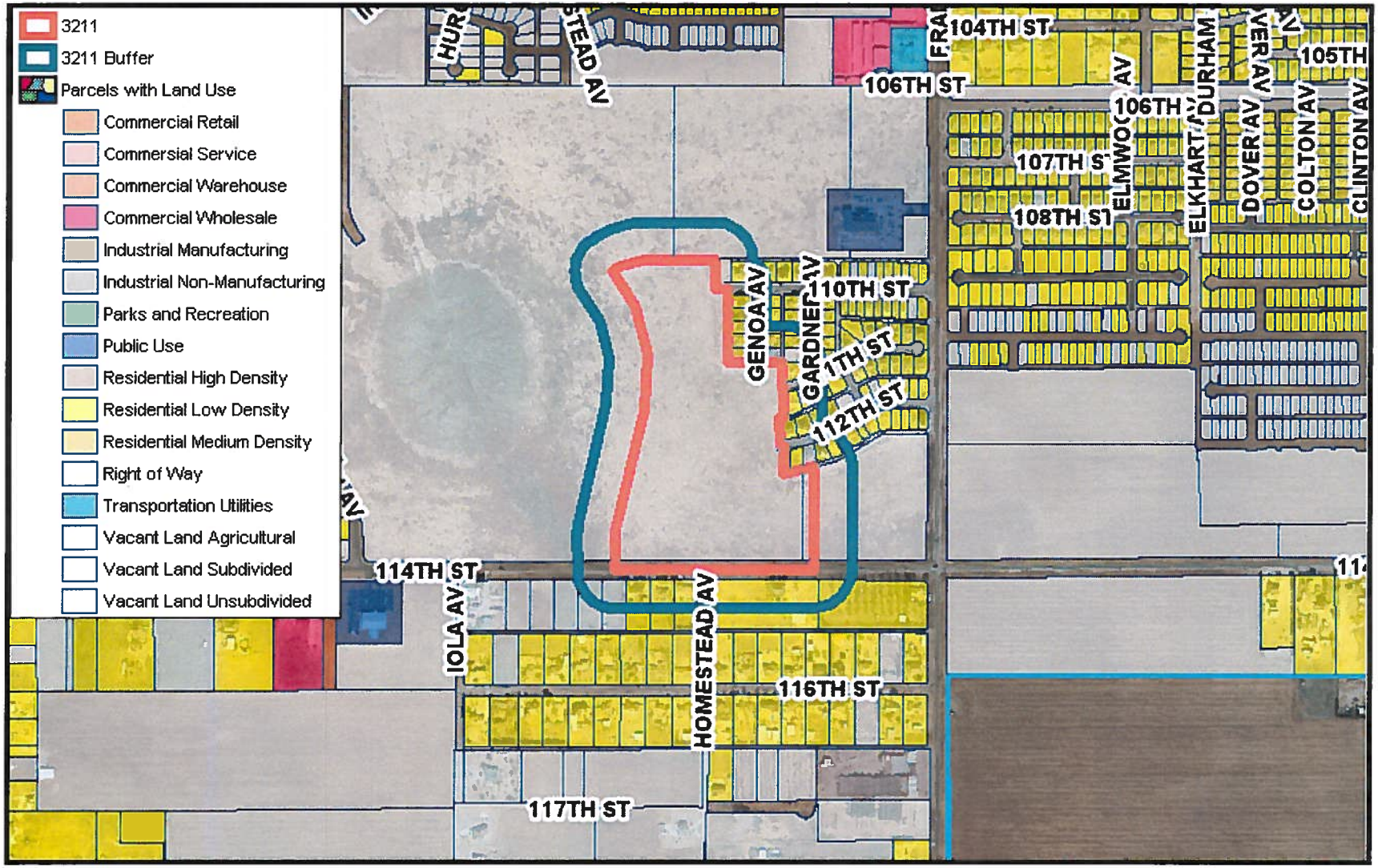
THENCE N. 75°02'23" E. an approximate distance of 168.9 feet;

THENCE S. 01°50'11" W. an approximate distance of 574.9 feet to the Point of Beginning

PREPARED FOR ZONE CHANGE DESCRIPTION ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

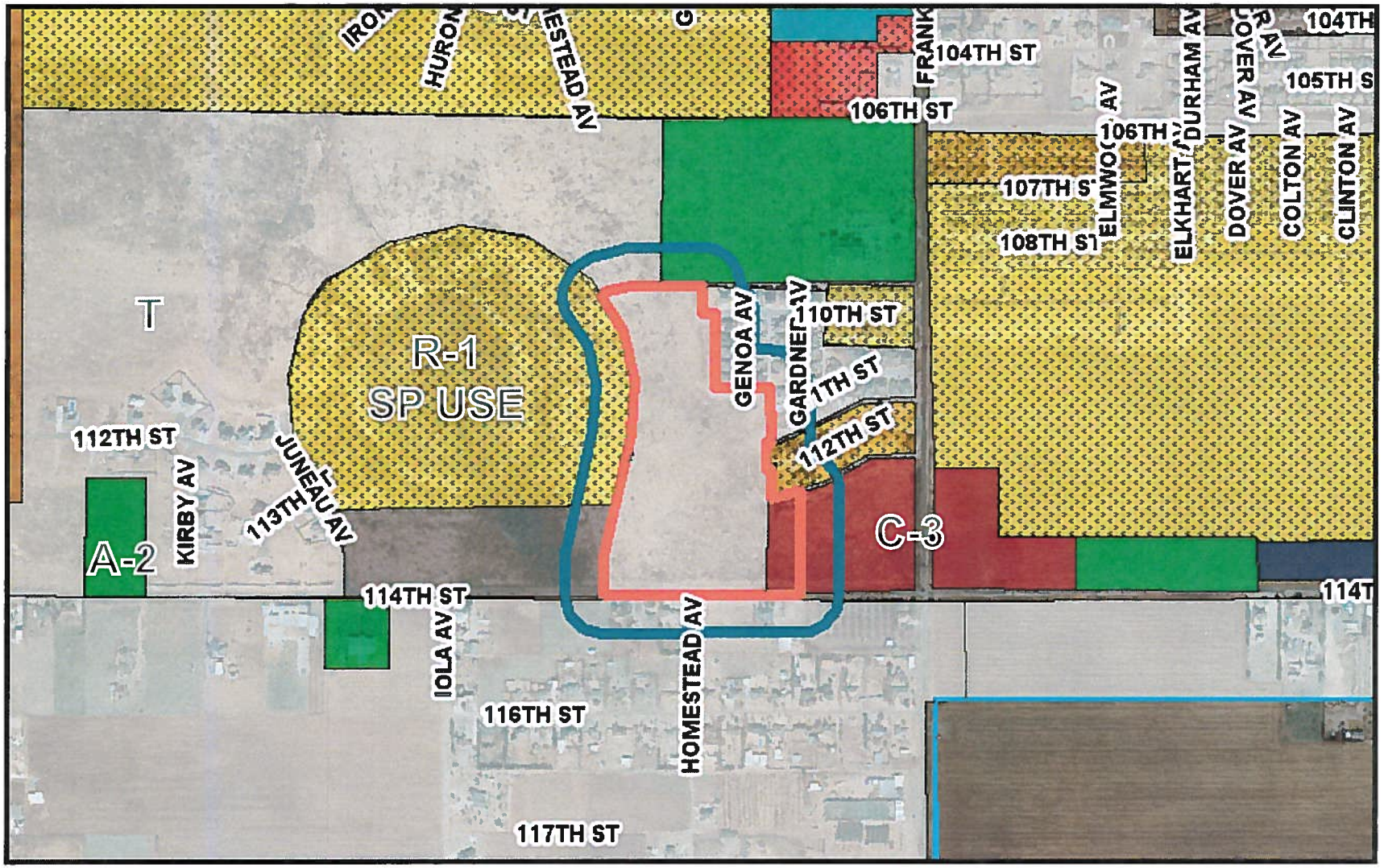


P.Z.C. Case 3211



P.Z.C. Case 3211

Request of Hugo Reed and Associates, Inc. (for Fountain Hills LP) for a zoning change from T to R-1 Specific Use for reduced setbacks, north of 114th Street and east of Homestead Avenue



P.Z.C. Case 3211 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
Fountain Hills LP
5211 70th Street
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-928-5428
Telephone

Location or Address: 110th and Granby Avenue

Legal Description:* Section 21, Block AK - See metes and bounds description attached

Existing Land Use: Vacant **Existing Zoning:** T

Acreage or Square Footage of Property: 30.5 Acres

Zoning Requested: R-1 Specific Use as follows: For any lots less than 0.5 acre in size: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding 114th Street and Homestead Avenue) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line

Proposed Development: Single-Family

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

Terry Holeman
Applicant's Signature

September 5 2013
Date

Filing Fee: $575 (Fountain Hills #1722) TC #178714 9/5/13
($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

MTS map 42

Zone Case No.: 3211 **Agenda No.:** 2

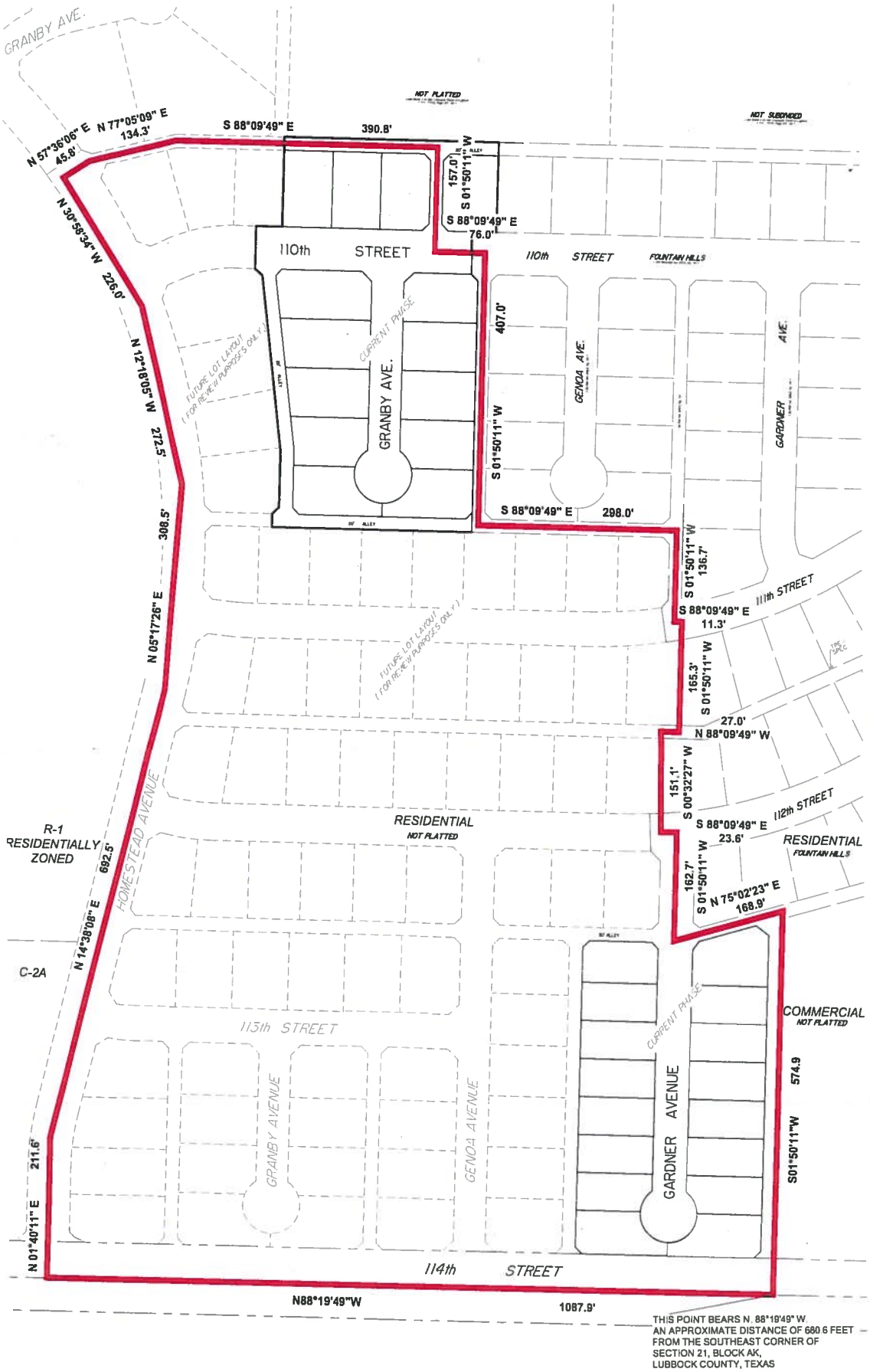
Request for zoning change from: F **To:** R-1 SP use

for reduced setbacks

30.5 acres of unplatted land out of Block AK Section 21

on Lot(s): ~ **Block(s):** ~

Subdivision: ~ **Address:** ~~110th St and Granby Ave~~ North of 114th street East of Homestead Ave



REQUESTED R-1 SPECIFIC USE ZONING
FOUNTAIN HILLS

NORTH

NOT TO SCALE

SEPTEMBER 3, 2013 HFM

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763 6842
FAX: 806 / 763-3891

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

LAND SURVEYORS
CIVIL ENGINEERS

Proposed R-1 Specific Use

METES AND BOUNDS DESCRIPTION of an approximate 30.5 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

Beginning at a point in the South line of Section 21, Block AK, being the center line of 114th Street and the Southeast corner of this tract, which bears N. 88°19'49" W. an approximate distance of 680.6 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE N. 88°19'49" W, along the centerline of said 114th Street, an approximate distance of 1087.9 feet to the Southwest corner of this tract;

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THENCE S. 01°50'11" W. an approximate distance of 574.9 feet to the Point of Beginning

PREPARED FOR ZONE CHANGE DESCRIPTION ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

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.: 3211**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Print Name DWAINE BENSON

Signature: Dwaine Benson

Address: 5821 112TH ST

Address of Property Owned: 5821 112TH ST

Zone Case Number: 3211 93703
BENSON, DWAINE R
5821 112TH ST

LUBBOCK TX 79424

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.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3211**

In Favor of √

Opposed ___

Reasons and/or Comments:

RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Print Name DWAINE BENSON

Signature: Dwaine Benson

Address: 5821 112th St

Address of Property Owned: 5821 112th St

40 of 40

Zone Case Number: **3211** 93703
BENSON, DWAINE R
5821 112TH ST

LUBBOCK TX 79424

4

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

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3211**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Print Name Calvin and Vivien Fortenberry

Signature: Calvin Fortenberry - Vivien Fortenberry

Address: 6007 - 114th ST Lubbock TX 79424

Address of Property Owned: 6007 - 114th st Lubbock TX 79424

Zone Case Number: 3211 74942
FORTENBERRY CALVIN & VIVI
6007 114TH ST

LUBBOCK TX 79424

4

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3211**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Print Name Calvin and Vivien Fortenberry

Signature: Calvin Fortenberry - Vivien Fortenberry

Address: 6007 - 114th ST Lubbock TX 79424

Address of Property Owned: 6007 - 114th st Lubbock TX 79424

Zone Case Number: 3211 74942
FORTENBERRY CALVIN & VIVI
6007 114TH ST

LUBBOCK TX 79424

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3211**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

What difference does it make if I am in favor of or opposed to. The work has already begun.

RECEIVED
OCT 09 2013
PLANNING DEPARTMENT

Print Name Rhonda King

Signature: Rhonda King

Address: 11008 Gardner Ave

Address of Property Owned: 11008 Gardner Ave

22 of 40

Zone Case Number: 3211 82734
KING, RHONDA
11008 GARDNER AVE

LUBBOCK TX 79424

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

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3212, a request of Dellas Lee for a zoning change from T to C-4 limited to a greenhouse and C-2A uses on 6 acres of unplatted land out of Block AK, Section 20, 6017, 6019, 6021, 6023, 6025, and 6051 114th Street, and consider an ordinance.

Item Summary

General comments:
The proposed zoning change is from R-1 single family, to C-4 Limited to a greenhouse and garden center.
If approved, staff is recommending a "fall back" zoning for a short list of C-2A uses, similar to the property across the street. This short list includes:
a) Restaurants with no drive thru (no window service fast food)
b) Profession and medical offices
c) Health or athletic club
d) Church
e) Daycare

Adjacent land uses:
North: Vacant Commercial zoned limited C-2A
East: Existing residential
West: Vacant zoned T and a church zoned A-2
South: Existing residential

Comprehensive Land Use Plan (CLUP):
The area is intended for residential use on the CLUP, therefore the request does constitute a minor change to the CLUP.

Zoning Policy:
The request is limited to one single use out of the C-4 zoning district. This one use should have a limited impact on the adjacent residential area when built to the development standards in the C-4 zoning district. Staff is recommending a fall back list of uses as a part of the decision for approval. This keeps the property from being tied to one use only, and matches the existing commercial zoning across 114th Street.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system. The property will be required to meet the guidelines for traffic management in regards to curb cut spacing.

Recommendations:
The Planning and Zoning (P&Z) Commission recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting with the following conditions:
1. That the C-2A uses shall be limited to the following:
a. (10) Churches.

b. (15) Day nurseries.
c. (25) Health or athletic club, with not over three thousand (3,000) square feet of total floor area.
d. (30) Offices (Professional or medical only).
e. (37) Restaurants - When designed for service and consumption of food inside the building except outside dining areas/patios shall be permitted as defined in section 29-3(97.1.2) [40.01.003(138).
f. (38) Restaurants with sales of mixed alcoholic beverages as an incidental use. Outside dining areas/patios shall be permitted as defined in Section 29-3(97.1.1) [40.01.003(137)] and Section 29-3(97.1.2) [40.01.003(138)].

2. A seven (7) foot chain link fence lined with pine trees shall be allowed and permanently maintained in lieu of a typical screening fence.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3212
Zone Case 3212

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. 3212;** A ZONING CHANGE FROM **T** TO **C-4** ZONING DISTRICT LIMITED TO **A GREENHOUSE AND C-2A USES**, ON **6 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

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

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

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

ZONE CASE NO. 3212

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-4** zoning district **limited to a greenhouse and C-2A uses** on **6 acres of unplatted land out of Block AK, Section 20,** City of Lubbock, Lubbock County, Texas, located at **6017, 6019, 6021, 6023, 6025, and 6051 114th Street,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the C-2A uses shall be limited to the following:**

   a. **(10) Churches.**

   b. **(15) Day nurseries.**

   c. **(25) Health or athletic club, with not over three thousand (3,000) square feet of total floor area.**

   d. **(30) Offices (Professional or medical only).**

   e. **(37) Restaurants - When designed for service and consumption of food inside the building except outside dining areas/patios shall be permitted as defined in section 29-3(97.1.2) [40.01.003(138).**

   f. **(38) Restaurants with sales of mixed alcoholic beverages as an incidental use. Outside dining areas/patios shall be permitted as defined in Section 29-3(97.1.1) [40.01.003(137)] and Section 29-3(97.1.2) [40.01.003(138)].**

2. **THAT a seven (7) foot chain link fence lined with pine trees shall be allowed and permanently maintained in lieu of a typical screening fence.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3212
October 8,2 013

The subject property consists of six 1-acre tracts of land, as follows:

(1) The east 1.0 acre tract of land out of a 2.0 acre tract of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, which 2.0 acre tract of land is more particularly described as follows:

BEGINNING at a railroad spike found in the centerline of a paved County Road, the Northwest corner of an adjacent 5.00 acre tract and the Northeast and beginning corner of this tract, whence the Northeast corner of said Section 20 bears East a distance of 2376.00 feet;

THENCE South at a distance of 50.00 feet pass a found 3/8" iron rod, continuing for a total distance of 330.00 feet to a found 3/8" iron rod at the Southwest corner of said adjacent 5.00 acre tract for the Southeast corner of this tract;

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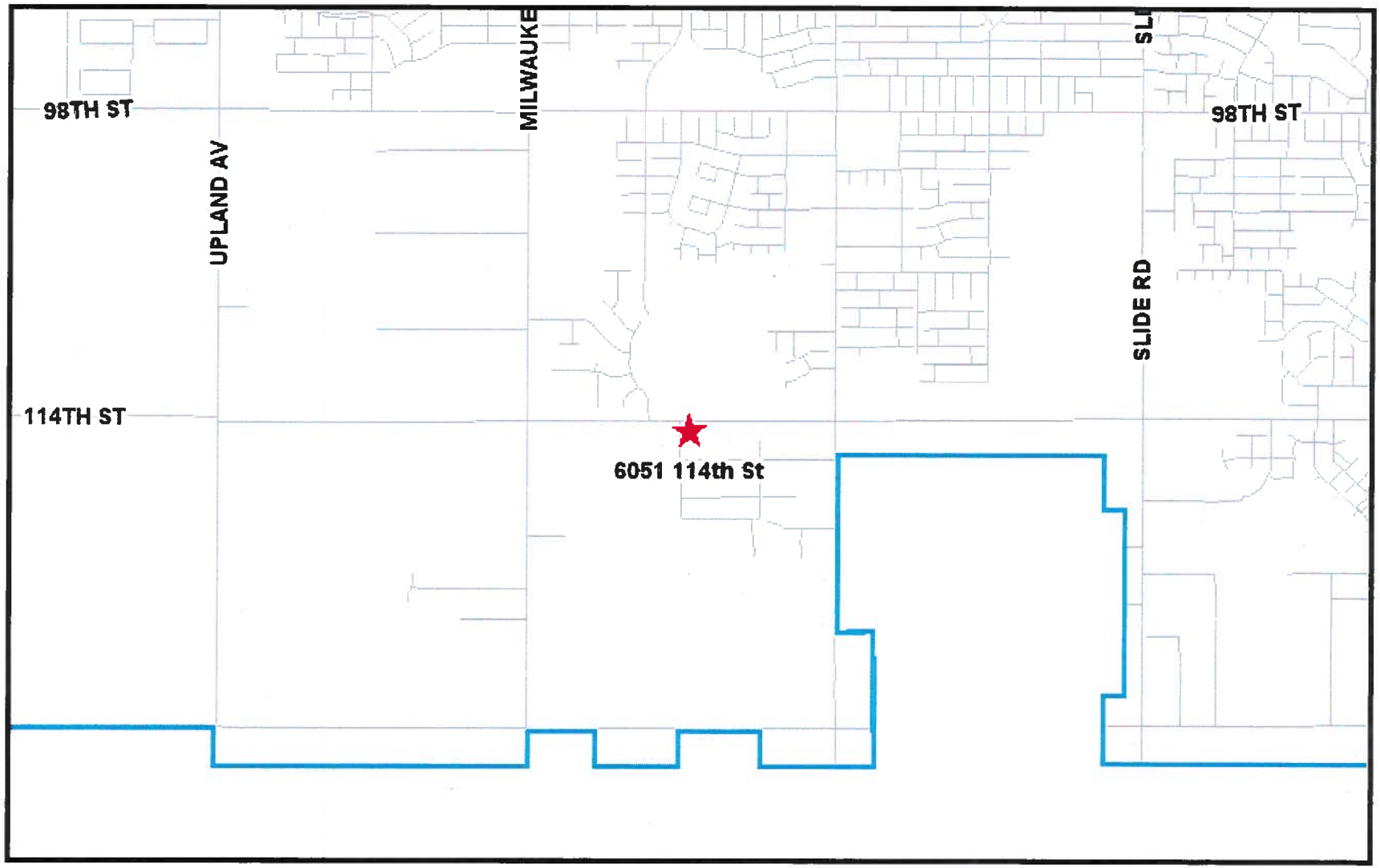
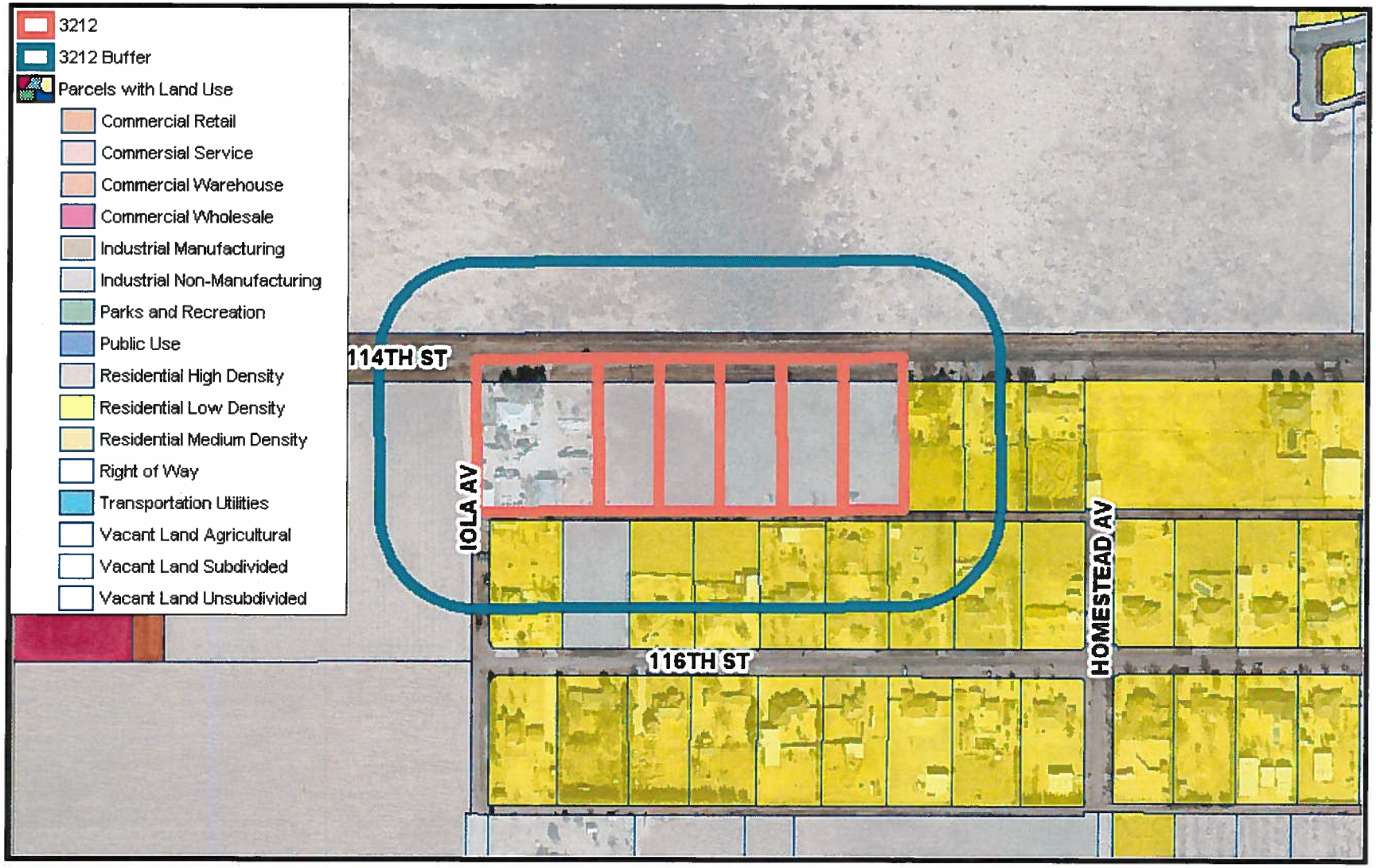
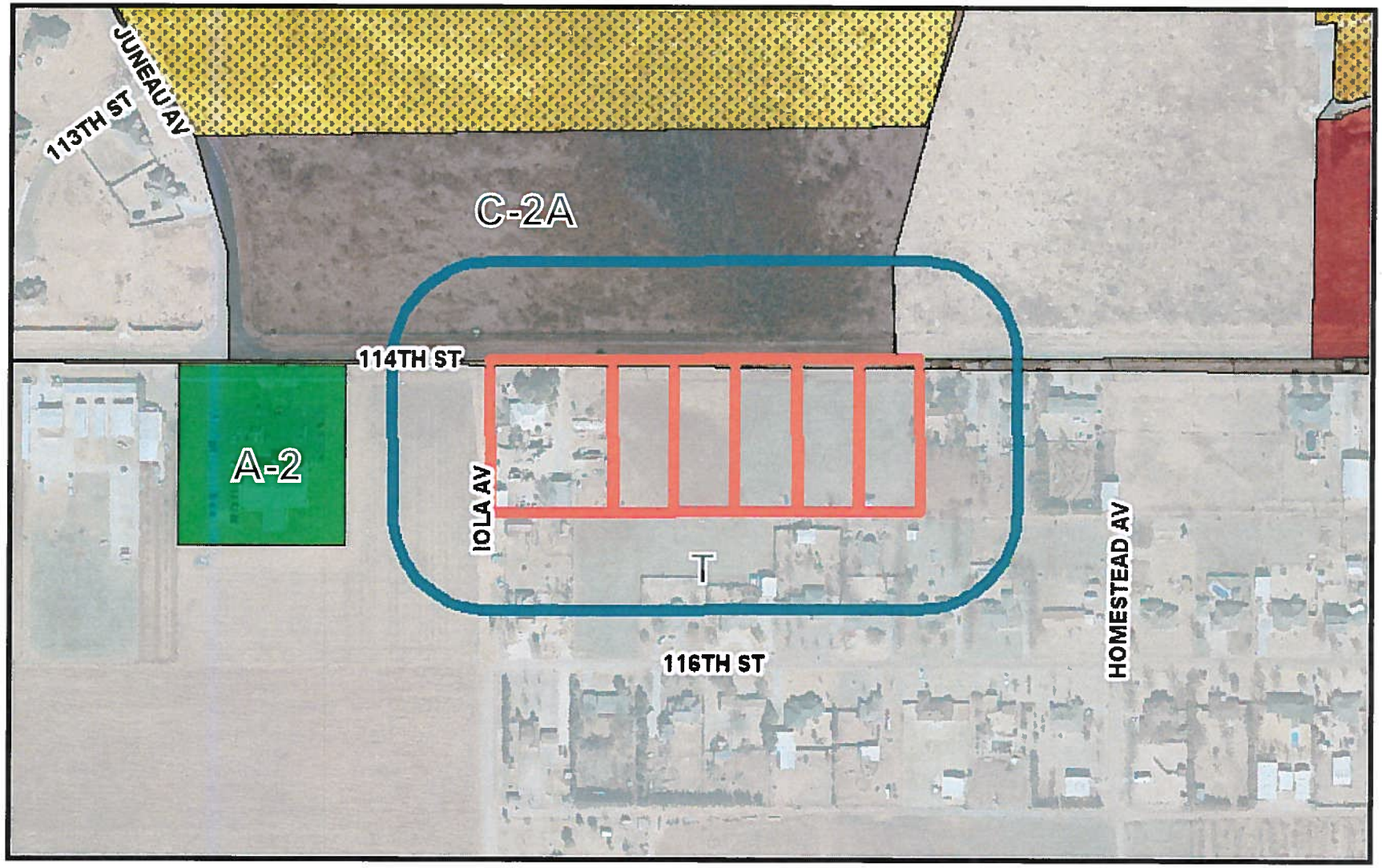


P.Z.C. Case 3212



P.Z.C. Case 3212

Request of Dellas Lee for a zoning change from T to C-4 limited to a greenhouse and C-2A uses, 6017, 6019, 6021, 6023, 6025, and 6051 114th Street



P.Z.C. Case 3212 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) Dellas W Lee & Mary Lee

4811-16th Street
Street/Post Office Box

Lubbock TX 79416
City State Zip

(806) 799-8938
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 6051-114th Street

Legal Description:* See attachments

Existing Land Use: Agricultural **Existing Zoning:** T

Acreage or Square Footage of Property: 6 acres

Zoning Requested: C-4 Commercial - specific use for

Proposed Development: Garden Center/Greenhouse/Home improvement

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

Dellas W Lee
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 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

reciept 18105 Ck# 1337

For City Use Only

MJB

Map 42

Zone Case No.: 3212 **Agenda No.:** 4

Request for zoning change from: T **To:** C-4 (SP USE?)

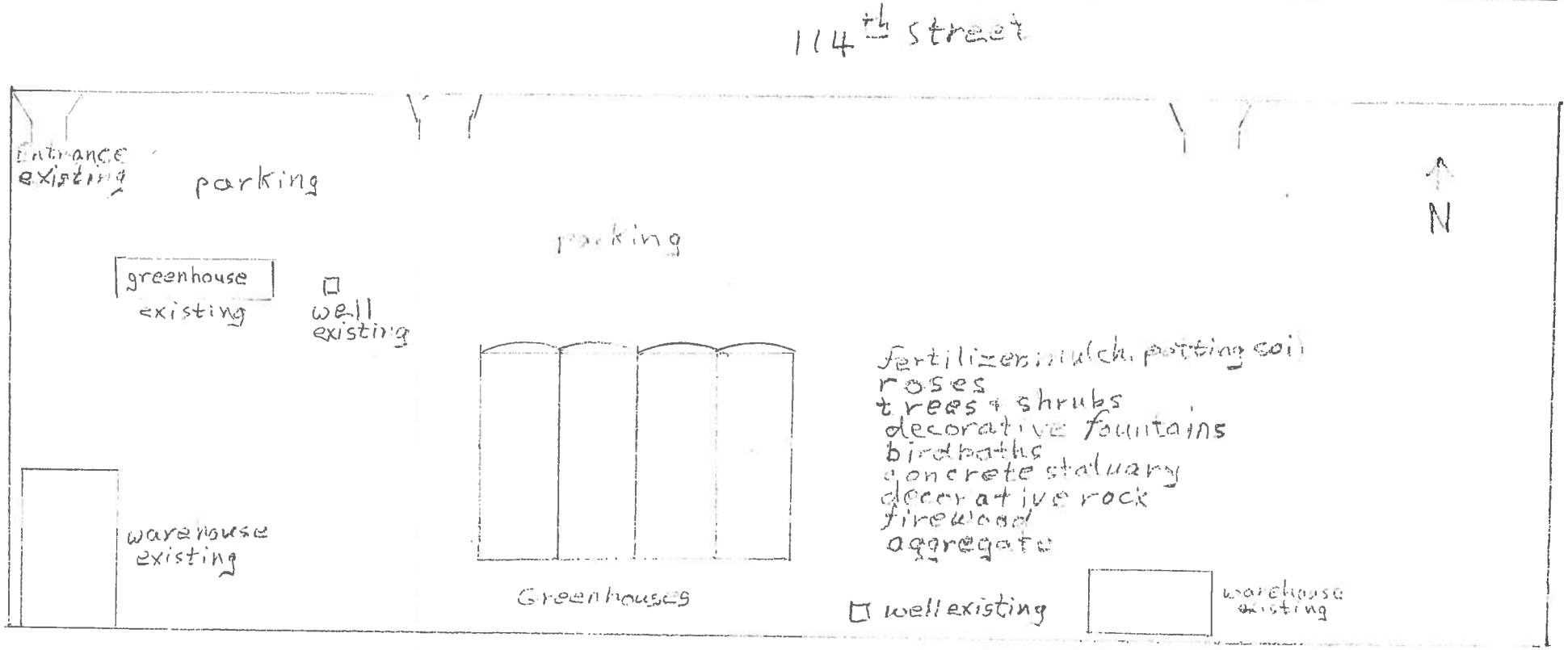
~~Specific use for a greenhouse~~ limited to a greenhouse

acres of unplatted land out of Block AK Sec 20

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 6017, 6019, 6021, 6023, 6015, 6051 114th St

Presently
Zoned Commercial

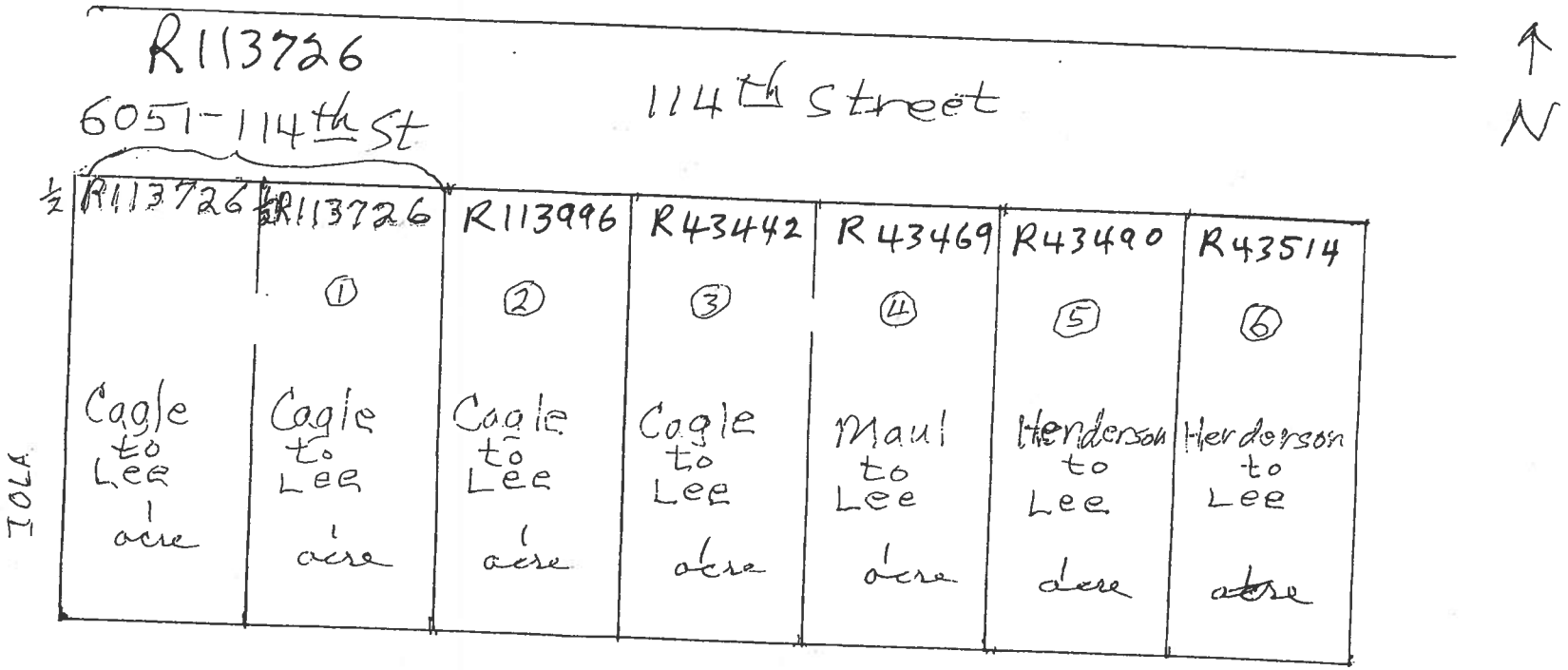


Not to scale

six acres
6051 – 114th street

Dallas W. Lee
Mary Lee
299-8938

Zoned (Commercial)



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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 23 2013
PLANNING DEPARTMENT

Print Name Jimmy Gammill

Signature: Jimmy Gammill

Address: 6010-116th

Address of Property Owned: 6010-116th

8 of 13

Zone Case Number: 3212 74953
GAMMILL JIMMY R & CLAUDIA
6010 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ___

Opposed ✓

Reasons and/or Comments:

TO MUCH TRAFFIC,
TO !! NOISE
ALL RESIDENT NW,

RECEIVED
SEP 24 2013
PLANNING DEPARTMENT

Print Name HUB CITY PAVERS INC.

Signature: Ken A Sauk, President

Address:

Address of Property Owned: 6606 - 66TH ST.

11 of 13

Zone Case Number: 3212 74956
HUB CITY PAVERS INC
11803 UNIVERSITY AVE

LUBBOCK TX 79423-6571

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ___

Opposed ✓

Reasons and/or Comments:

This is Residential area.
Too much Traffic.
Too much noise

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SEP 24 2013
PLANNING DEPARTMENT

Print Name GLEN A. SARTEN

Signature: Glen A. Sarten

Address: 6012-116 ST. LUBBOCK TX.

Address of Property Owned: 6012-116 ST. LUBBOCK TX.

9 of 13

Zone Case Number: 3212 74954
SARTEN GLEN A &
GERALDINE
6012 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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SEP 25 2013
PLANNING DEPARTMENT

In Favor of ____

Opposed X

Reasons and/or Comments:

INCREASED TRAFFIC — THIS HAS ALWAYS BEEN SET UP AS RESIDENTIAL AREA. THIS IS WHY WE MOVED THIS FAR OUT IN THE FIRST PLACE. DO NOT WANT THIS COMMERCIAL ZONING.

Print Name HARVEY DWANE SARTEN

Signature: Harvey Dwane Sarten

Address: 6018 116th ST, LUBBOCK, TX 79424

Address of Property Owned: 6018 116th ST, LUBBOCK, TX 79424

12 of 13

Zone Case Number: **3212** 74957
SARTEN, HARVEY DWANE
6018 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ✓

Opposed ____

RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Jimmy Gammill

Signature: Jimmy Gammill

Address: 6010 - 116th

Address of Property Owned: 6010 - 116th

8 of 13

Zone Case Number: 3212 74953
GAMMILL JIMMY R & CLAUDIA
6010 116TH ST

LUBBOCK TX 79424-6113

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In Favor of ___

Opposed X

Reasons and/or Comments:

Don't want any commercial zoning just single family housing.

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SEP 30 2013
PLANNING DEPARTMENT

Print Name David E. Sarten

Signature: David E. Sarten

Address: 6014 - 116th

Address of Property Owned: 6014 - 116th

10 of 13

Zone Case Number: **3212** 74955
SARTEN, DAVID E
6014 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ____

Opposed ✓

Reasons and/or Comments:

TOO MUCH TRAFFIC.
" " NOISE
RESIDENCE ONLY

RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Print Name GLEN A. SARTEN
Signature: Glen A. Sarten
Address: 6012-116 ST. LUBBOCK TX.
Address of Property Owned: 6012-116 ST. LUBBOCK TX

9 of 13

Zone Case Number: 3212 74954
SARTEN GLEN A &
GERALDINE
6012 116TH ST
LUBBOCK TX 79424-6113

City of Lubbock, TX
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6

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In Favor of ____

Opposed ✓

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OCT 01 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Want to keep property residential.

Print Name Buddy E. Moore

Signature: Buddy E Moore

Address: 6004 116th

Address of Property Owned: 6004 116th

Zone Case Number: 3212 74950
MOORE BUDDY E &
MARJORIE A
6004 116TH ST

LUBBOCK TX 79424-6113

6

Planning Department
Planning and Zoning Commission
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In Favor of

Opposed X

Reasons and/or Comments:

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OCT 02 2013
PLANNING DEPARTMENT

Print Name John + Paula Hawkins

Signature: Paula Hawkins John Hawkins

Address: 6002-116th

Address of Property Owned: Same as above

12 of 13

Zone Case Number: 3212 74957

NAME:

ADDRESS:

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
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In Favor of ____

Opposed ✓

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name Alton + Debbie Cloyd

Signature: Debbie Cloyd

Address: 6005-116th St. ~~Lub~~

Address of Property Owned: Lubbock, TX 79424

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

6

Planning Department
Planning and Zoning Commission
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In Favor of ___

Opposed ✓

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Susan DeWaters

Signature: Susan DeWaters

Address: 6003-116th LBK TX 79424

Address of Property Owned: Same as above

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

6

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.: 3212**

In Favor of ___

Opposed ✓

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

I would like to keep the residential zone for this area.

Print Name Julie Townsend

Signature: Julie Townsend

Address: 5811-116th Lubbock, Tx 79424

Address of Property Owned: 5811-116th Lubbock, Tx 79424

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

6

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In Favor of ___

Opposed ✓

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Reasons and/or Comments:

I favor maintaining the residential zoning for this area.

Print Name: DONALD MEINKOTH

Signature: Donald Meinkoth

Address: 5807 116TH ST, LUBBOCK, TX 79424

Address of Property Owned: 5807 116TH ST, LUBBOCK, TX 79424

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: Same

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ____

Opposed X

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Colleen Phillips

Signature: Colleen Phillips

Address: 6011 116th Lubbock Texas 79424

Address of Property Owned: 6011 116th Lubbock, Tx 79424

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

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Planning and Zoning Commission
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In Favor of ___

Opposed X

Reasons and/or Comments:

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OCT 02 2013
PLANNING DEPARTMENT

Print Name Jerry W Phillips

Signature: Jerry W Phillips

Address: 6011-116th

Address of Property Owned: 6011-116th

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

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Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name KEN OSTENTOWOT

Signature: Ken Ostentowot

Address: 6009 116TH

Address of Property Owned: 6009 116TH 79424

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

(6)

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In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name PENNY MICHELLE JETER

Signature: Penny Michelle Jeter

Address: 6017 116 TH ST

Address of Property Owned: 6017 116 TH ST

12 of 13

Zone Case Number: 3212 74957

NAME: Penny Michelle Jeter

ADDRESS: 6017 116th St Lubbock

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

6

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In Favor of ___

Opposed X

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name Francis P Jarrett

Signature: Francis P Jarrett

Address: 6015 116th St Lubbock, Tx 79424

Address of Property Owned: Same

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed X

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

We would like to keep this area a residential zone. Also a nursary would bring in bugs.

Print Name David M. & Lesa D. Ramby

Signature: David Ramby Lesa D. Ramby

Address: 5813-116th Street

Address of Property Owned: 5813-116th Street

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: Same

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of ___

Opposed ✓

Reasons and/or Comments:

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OCT 02 2013
PLANNING DEPARTMENT

Print Name Bill Younts

Signature: Bill Younts

Address: 5815 116th St

Address of Property Owned: ___

12 of 13

Zone Case Number: 3212 74957

NAME: ___

ADDRESS: ___

LUBBOCK TX 79424-6113

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

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In Favor of ____

Opposed X

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OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name HARVEY DWANE SARTEN

Signature: Harvey Dwane Sarten

Address: 6018 116th St, LUBBOCK TX 7942

Address of Property Owned: SAME

12 of 13

Zone Case Number: 3212 74957
SARTEN, HARVEY DWANE
6018 116TH ST

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

(9)

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In Favor of ____

Opposed X

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OCT 07 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Pat + Debbie Herring

Signature: [signature]

Address: 5806 116th St

Address of Property Owned: Same

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: Same

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

We don't want commercial traffic in a residential neighborhood. Nurseries bring in bugs, such as ticks fleas & termites, with their plants - we don't need these insects in our backyards. These two blocks are all residential - We don't want any commercial businesses invading our properties!!!

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OCT 02 2013
PLANNING DEPARTMENT

Print Name: David & Debbie Ernst

Signature: David Ernst Debbie Ernst

Address: 5812 116th St. Lubbock, TX 79424

Address of Property Owned: 5812 116th St.

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: _____

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

6

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In Favor of ___

Opposed ✓

Reasons and/or Comments:

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OCT 02 2013
PLANNING DEPARTMENT

Print Name Tim Lewis

Signature: Tim Lewis

Address: 5814 116th Lubbock, Tx 79424

Address of Property Owned: Same

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: Same

LUBBOCK TX 79424-6113

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

(6)

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

The reason we are in opposition - (1) Too much traffic+noise (2) It will decrease our property value.

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OCT 02 2013
PLANNING DEPARTMENT

Print Name HOWARD CRUM Peggy Crum

Signature: Howard Crum Peggy Crum

Address: 6013 114TH ST Lubbock TX 79424

Address of Property Owned: 6013 114th ST Lubbock Tx 79424

806 771-0875

3 of 13

Zone Case Number: 3212 74943
CRUM HOWARD D & PEGGY W
6013 114TH ST

LUBBOCK TX 79424-6032

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

6

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

① Keep it a residental community instead of Commercial as it would be more ⓐ noise, ⓑ Traffic, ⓒ Trash

② Would lower the value of residental property

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OCT 07 2013
PLANNING DEPARTMENT

Print Name CALVIN and VIVIEN FORTENBERRY

Signature: Calvin Fortenberry - Vivian Fortenberry

Address: 6007-114th ST Lubbock Tx 79424

Address of Property Owned: 6007-114th st Lubbock Tx 79424

2 of 13

Zone Case Number: 3212 74942
FORTENBERRY CALVIN & VIVI
6007 114TH ST

LUBBOCK TX 79424

Regular City Council Meeting **6. 7.**

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3213, a request of Hugo Reed and Associates, Inc., for North Park Lubbock Development, Ltd., for a zoning change from A-2 to IHC for a hotel on 2.7 acres of unplatted land out of Block J-S, Section 1, 3rd Drive and Brentwood Avenue, and consider an ordinance.

Item Summary

General comments:
The request is to change the zoning from A-2 to IHC. The proposed development is for a hotel.

Adjacent land uses:
North: Buckner's Children's Home, zoned A-2
East: Vacant property zoned IHC
South: Vacant property zoned IHC
West: Residential, zoned R-1

Comprehensive Land Use Plan (CLUP):
This area was intended for an apartment zoning. Now with the request to extend the commercial zoning onto this piece of property, it constitutes a minor change to the CLUP.

Zoning Policy:
Although the immediate proximity of IHC zoning to the established residential is not typical, it is not unheard of. The existing apartment zoning is consistent with the CLUP, and would have provided a buffer for the residential. All that being said, the Planning Department as well as the Planning Commission, is seeing more negative responses to apartment zone cases adjacent to residential, than that of commercial cases.

Effect on the adjacent street and thoroughfare system:
With vehicular access prohibited (by the screening fence requirement) to Chicago Avenue, and the non-direct access to the Loop from this property, there should be little to no impact on the thoroughfare system.

Recommendations:
The Planning and Zoning (P&Z) Commission recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3213;** A ZONING CHANGE FROM **A-2** TO **IHC** ZONING DISTRICT ON **2.7 ACRES OF UNPLATTED LAND OUT OF BLOCK J-2, SECTION 1,** 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. 3213

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-2** to **IHC** zoning district on **2.7 acres**

of unplatted land out of Block J-S, Section 1, City of Lubbock, Lubbock County, Texas, located at **3rd Drive and Brentwood Avenue.**

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3213
October 11, 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

IHC ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 1, Block J-S, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Chicago Avenue, which bears N. 88°06'26" W. an approximate distance of 2634.7 feet and S. 01°50'54" W. an approximate distance of 4306.8 feet from the Northeast corner of Section 1, Block J-S, Lubbock County, Texas.

THENCE S. 88°08'42" E., an approximate distance of 584.4 feet to a point on the centerline of 2nd Drive;

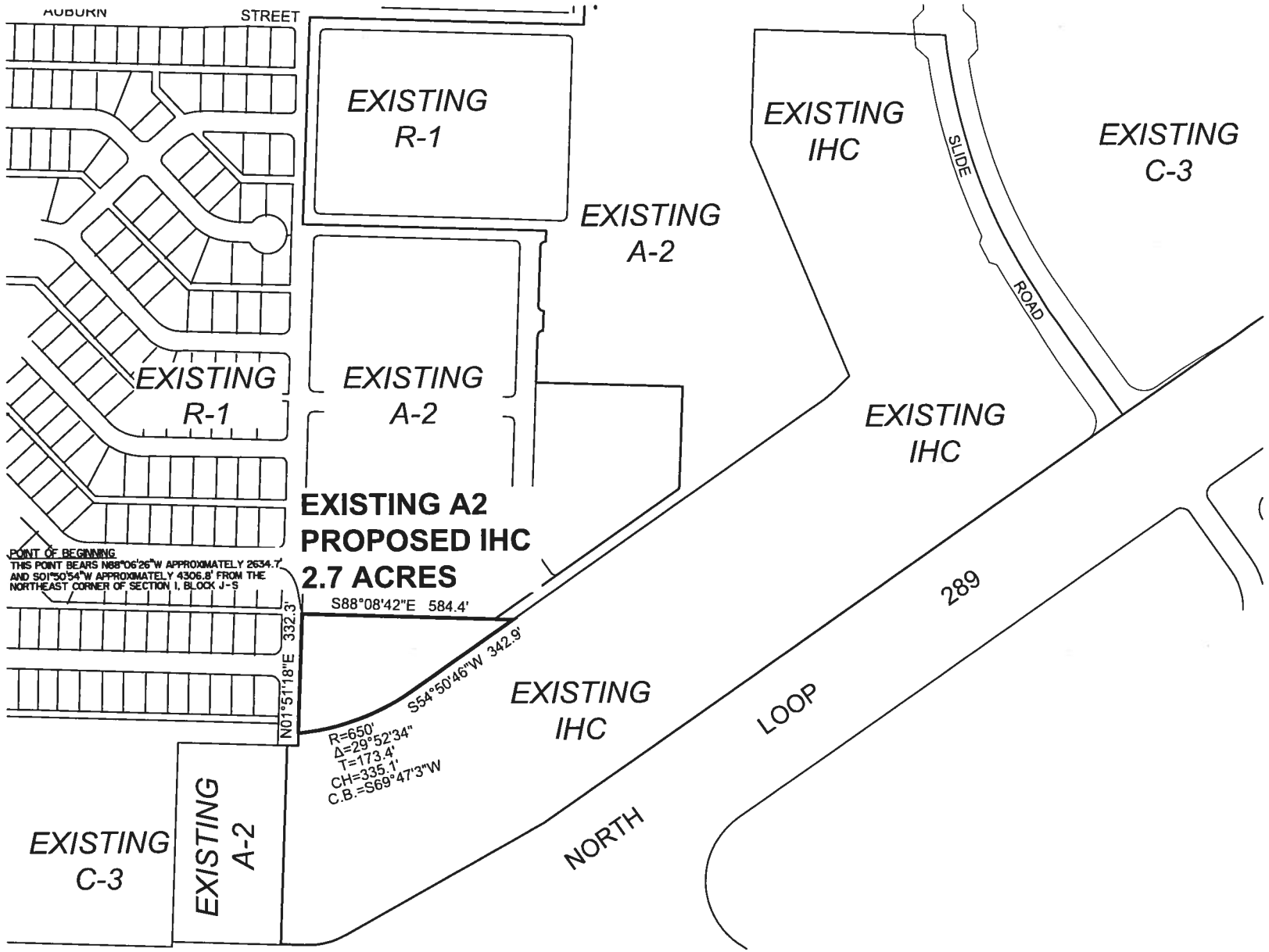
THENCE S. 54°50'46" W., an approximate distance of 342.9 feet to a point of curvature;

THENCE Southwesterly, along a curve to the right, said curve having a radius of approximately 760 feet, a central angle of 24°43'21", approximate tangent lengths of 173.4 feet, an approximate chord length of 335.1, and a chord bearing of S. 69°47'3" W., to a point in the East right-of-way line of Chicago Avenue;

THENCE N. 01°51'18" E., along the East right-of-way, an approximate distance of 332.3 feet to the Point of Beginning.

Contains: approximately 2.7 acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

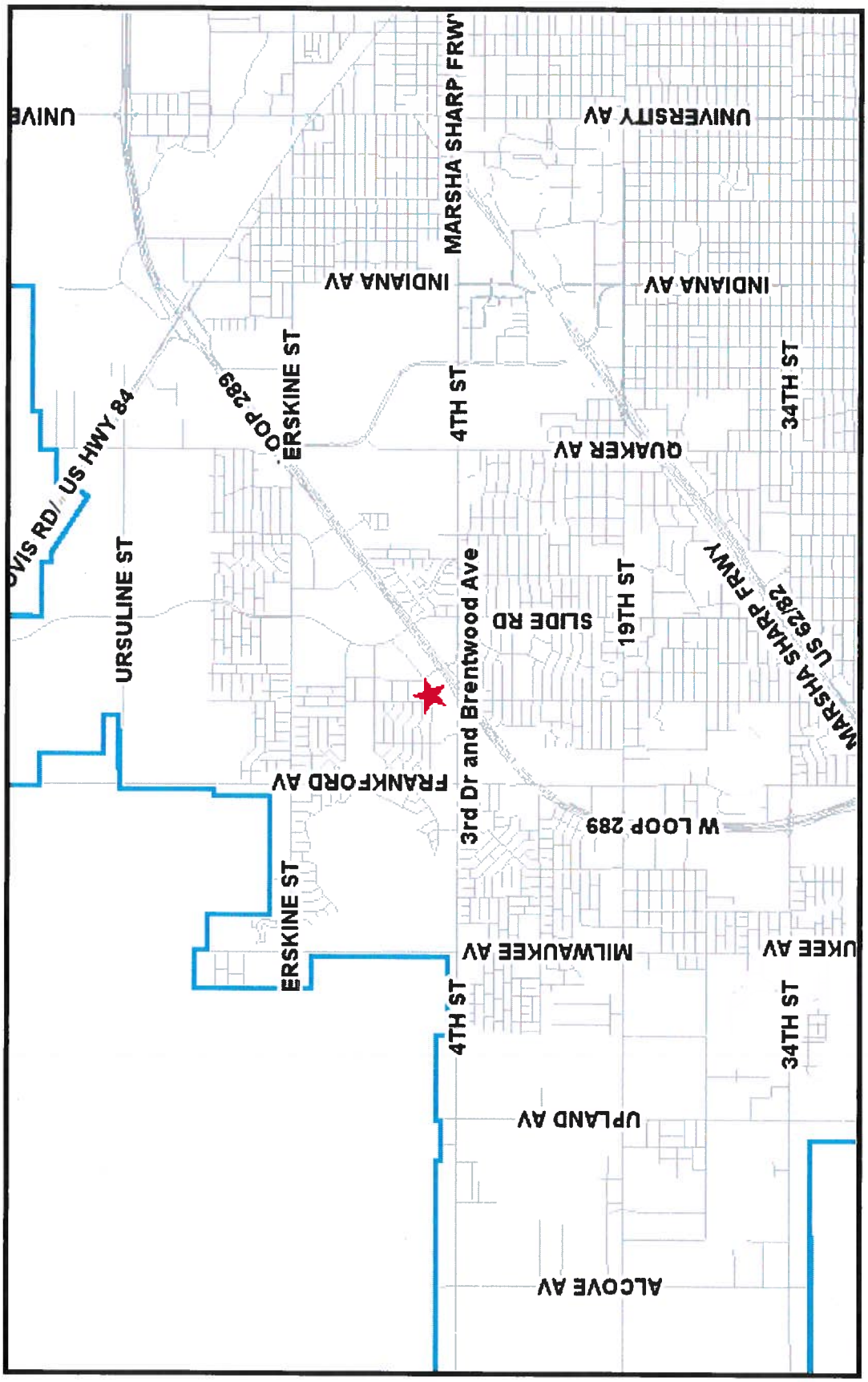


NORTH

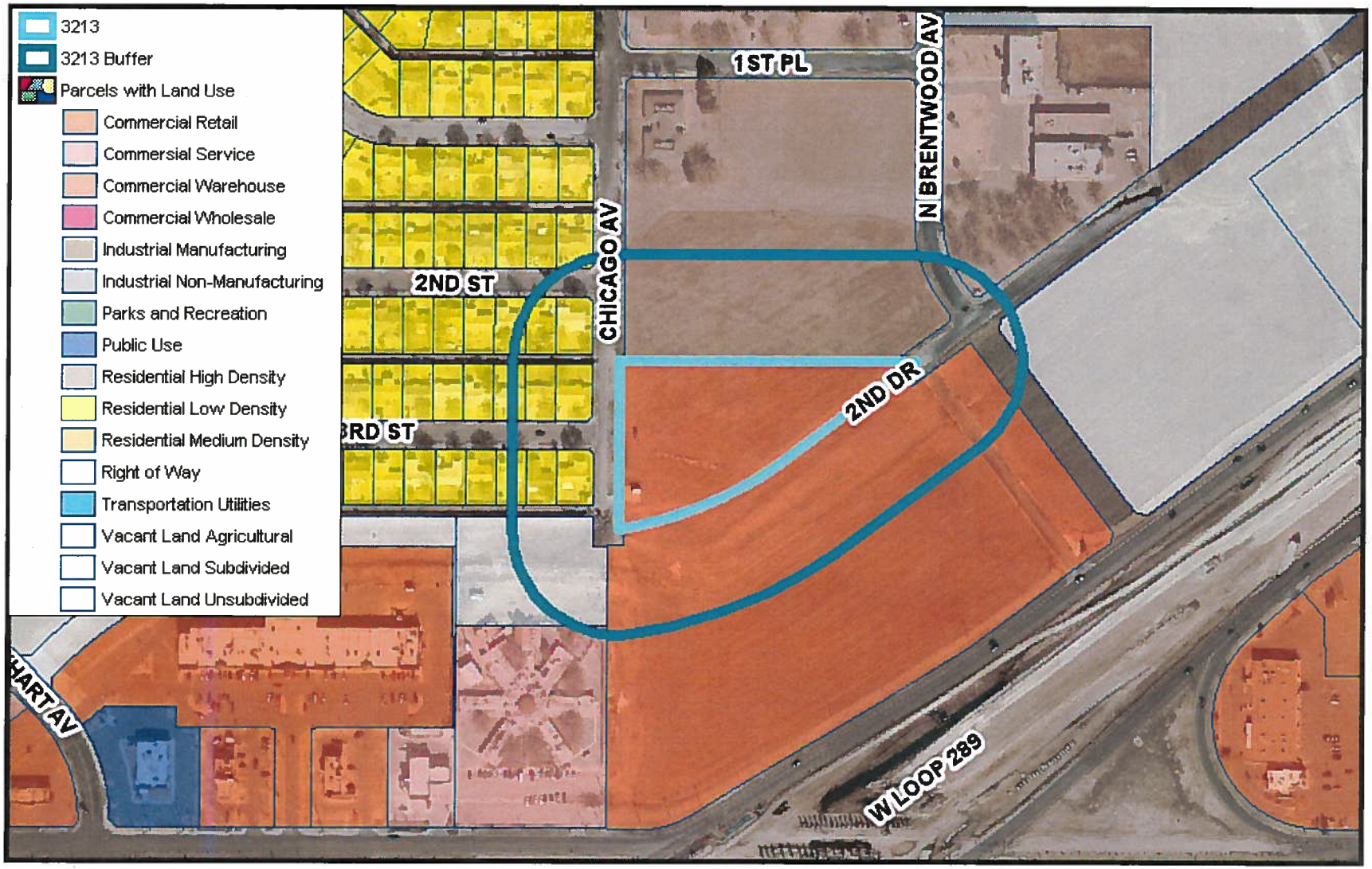
NOT TO SCALE

PROPOSED IHC ZONING LOCATED IN SECTION 1, BLOCK J-S

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

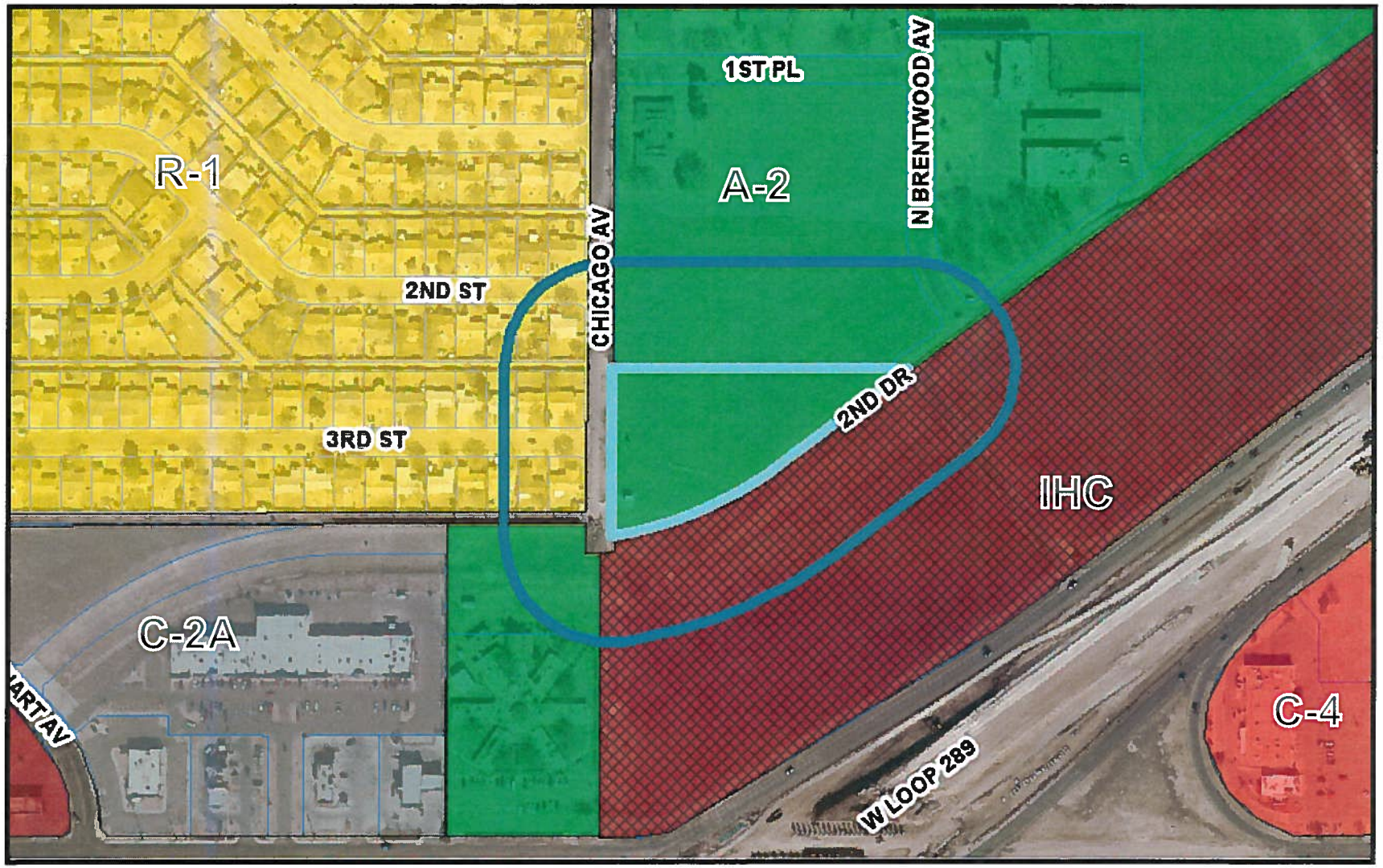


P.Z.C. Case 3213



P.Z.C. Case 3213

Request of Hugo Reed and Associates, Inc. (for North Park Lubbock Development, Ltd.) for a zoning change from A-2 to IHC for a hotel, 3rd Drive and Brentwood Avenue



P.Z.C. Case 3213 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)
Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For
North Park Lubbock Development, Ltd.
3110 23rd Street
Street/Post Office Box
Lubbock, Texas 79410
City State Zip
806-741-0824
Telephone

Location or Address: 3rd Drive and Brentwood Avenue

Legal Description:* Section 1, Block JS - See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: A-2

Acreage or Square Footage of Property: 2.7 acres

Zoning Requested: IHC

Proposed Development: Hotel

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

Terry Holeman
Applicant's Signature

September 5 2013
Date

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

Filing Fee: $481 (North Park #2234)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

MHB Map 24

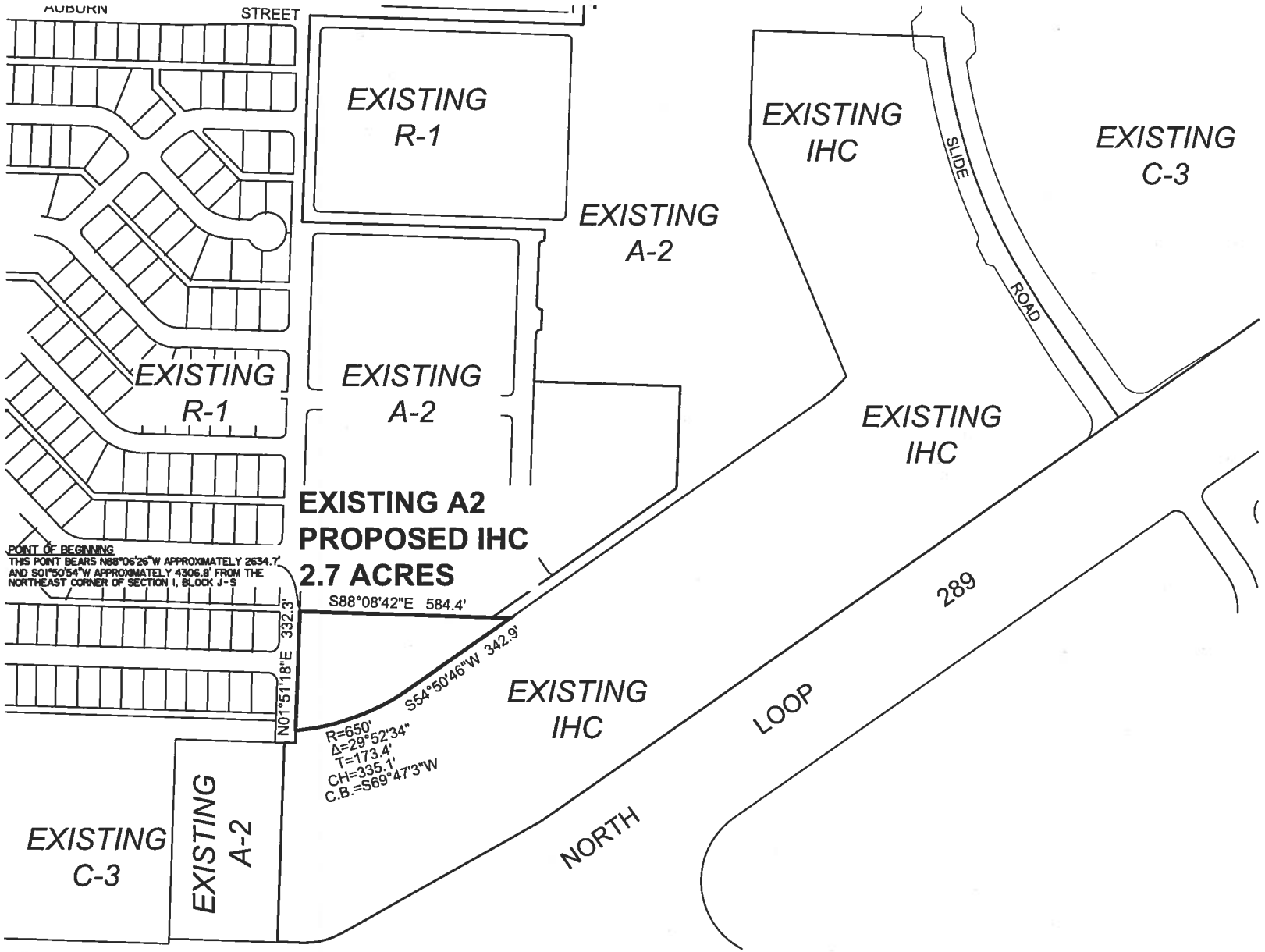
Zone Case No.: 3213 **Agenda No.:** 5

Request for zoning change from: A-2 **To:** IHC

2.7 acres of unplatted land out of Block JS Section 1

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 3rd Dr. and Brentwood Ave

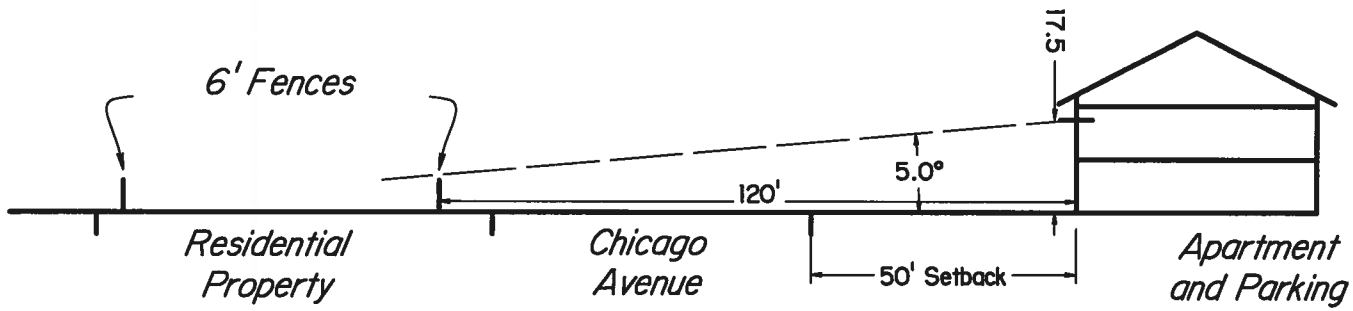


NORTH

NOT TO SCALE

PROPOSED IHC ZONING LOCATED IN SECTION 1, BLOCK J-S

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



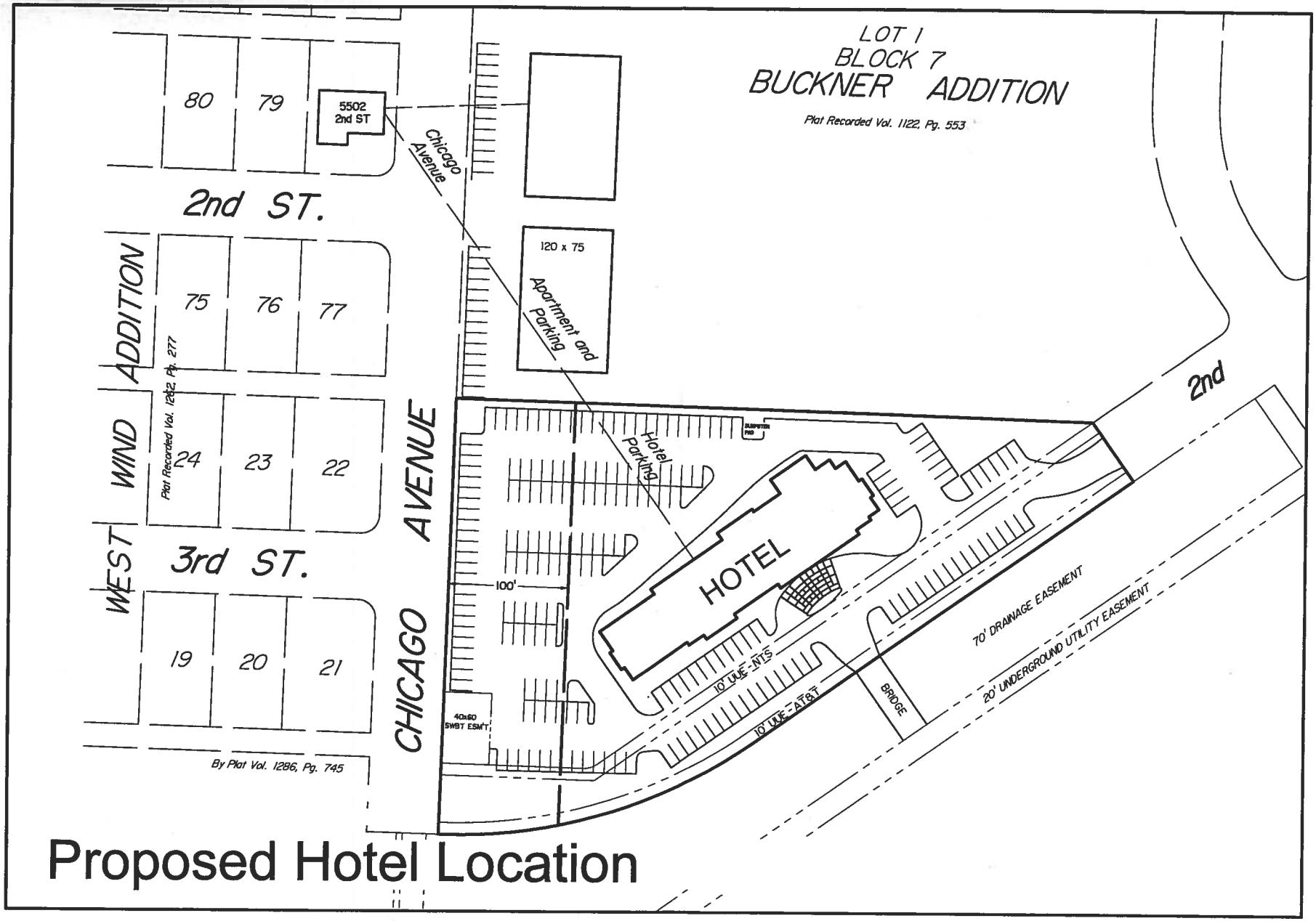
APARTMENT

HOTEL

North Park

Line of Sight - From Proposed Hotel to Residence

427


LOT 1
BLOCK 7
BUCKNER ADDITION
Plat Recorded Vol. 1122, Pg. 553
80
79
5502
2nd ST
Chicago Avenue
2nd ST.
120 x 75
Apartment and Parking
WEST WIND ADDITION
Plat Recorded Vol. 1282, Pg. 277
75
76
77
24
23
22
3rd ST.
19
20
21
CHICAGO AVENUE
Hotel Parking
HOTEL
100'
40x60
SWBT ESM'T
10' UUE - NTS
10' UUE - AT&T
BRIDGE
70' DRAINAGE EASEMENT
20' UNDERGROUND UTILITY EASEMENT
2nd
By Plat Vol. 1286, Pg. 745
Proposed Hotel Location

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

IHC ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 1, Block J-S, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Chicago Avenue, which bears N. 88°06'26" W. an approximate distance of 2634.7 feet and S. 01°50'54" W. an approximate distance of 4306.8 feet from the Northeast corner of Section 1, Block J-S, Lubbock County, Texas.

THENCE S. 88°08'42" E., an approximate distance of 584.4 feet to a point on the centerline of 2nd Drive;

THENCE S. 54°50'46" W., an approximate distance of 342.9 feet to a point of curvature;

THENCE Southwesterly, along a curve to the right, said curve having a radius of approximately 760 feet, a central angle of 24°43'21", approximate tangent lengths of 173.4 feet, an approximate chord length of 335.1, and a chord bearing of S. 69°47'3" W., to a point in the East right-of-way line of Chicago Avenue;

THENCE N. 01°51'18" E., along the East right-of-way, an approximate distance of 332.3 feet to the Point of Beginning.

Contains: approximately 2.7 acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

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

7

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3213**

In Favor of ✓

Opposed ___

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name HARRY G. BLOMIE

Signature: Harry G. Blome

Address: 5503 2nd ST, LUBBOCK, TX 79416

Address of Property Owned: 5503 2nd ST. LUBBOCK, TX. 79416

Zone Case Number: 3213 66611
BLOME, HARRY GORDON
5503 2ND ST

LUBBOCK TX 79416-1501

7

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3213

In Favor of ___

Opposed X

Reasons and/or Comments: This is my HOME! Think of the Noise! I am definetly opposed to putting a hotel next to my home. Who would want to walk out their front door & have people looking down on them from a hotel. For goodness sake it will not only be next to a housing area but a childrens home. I don't think this was thought there at all or maybe people with money just don't ~~care~~ care about the rest of us.

Print Name LINDA Wood

Signature: Linda Wood

Address: 5502 2nd Street Lubbock, TX 79416

Address of Property Owned: SAME AS ABOVE (A small home where I try to raise my family next door to people who are trying to do the same! This will NOT help my property value at all - I can't see why this must be so close. Hope you receive this in time!

10 of 13

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Zone Case Number: 3213
WOOD LINDA L
5502 2ND ST
LUBBOCK TX 79416-1502

66613

Regular City Council Meeting **6. 8.**

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3214, a request of Hugo Reed and Associates, Inc., for Ford Development Corporation, for a zoning change from T to R-1 Specific Use for reduced setbacks on 75.966 acres of unplatted land out of Block AK, Section 4, east of Quaker Avenue and south of 137th Street, and consider an ordinance.

Item Summary

Zoning Request:
R-1(Single Family) specific Use for reduced setbacks.

Proposed Land Use:
The proposed land use is for Single family residences.

Adjacent Land Uses:
N – (Residential) – R-1 specific Use for reduced setback
S – (Outside City Limits) – Undeveloped Land
E – (Outside City Limits) – Undeveloped Land
W– (Outside City Limits) –Undeveloped Land

P&Z Public Hearing Notes: (narrative of hearing activities, comments, etc. remove this comment.)
(Presence of applicant, public in support, public in opposition, discussion of the Staff and Planning Commission less the information in the next bullet)

Impact on the Comprehensive Land Use Plan (CLUP):
The case is consistent with the CLUP.

The proposed request is to zone recently annexed property from T (transitional) to R-1 specific use for reduced setbacks. The new area to the south of The Enclave at Kelsey Park is intended to seamlessly transition from the projects to the north with houses.

Staff recommended the case to the commission for approval.

The Planning and Zoning (P&Z) Commission recommended approval of the case with a vote of 5-0 at the October 8, 2013 meeting with the following conditions:
1. Lots under ½ acres subject to the following setback requirements:
Front: 20’ setback.
Side setback for corner lots (excluding Quaker and Memphis Ave): 5’ for both fences and structures.
Front setbacks on cul-de-sacs: 5’ except that garages require 20’.
Non-rear facing garage may be constructed to zero (0’).

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3214

Zone Case 3214

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. 3214;** A ZONING CHANGE FROM **T** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS**, ON **75.966 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3214

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 **T** to **R-1** Specific Use for **reduced setbacks** on **75.966 acres of unplatted land out of Block AK, Section 4,** City of Lubbock, Lubbock County, Texas, located at **east of Quaker Avenue and south of 137th 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 lots under ½ acre shall be subject to the following setback requirements:**

   a) **Front: 20' setback;**
   b) **Side setback for corner lots (excluding Quaker and Memphis Ave.): 5' for both fences and structures;**
   c) **Front setbacks on cul-de-sacs: 5' except that garages require 20'; and**
   d) **Non-rear facing garage may be constructed to zero (0').**

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 **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **east of Quaker Avenue and south of 137th 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

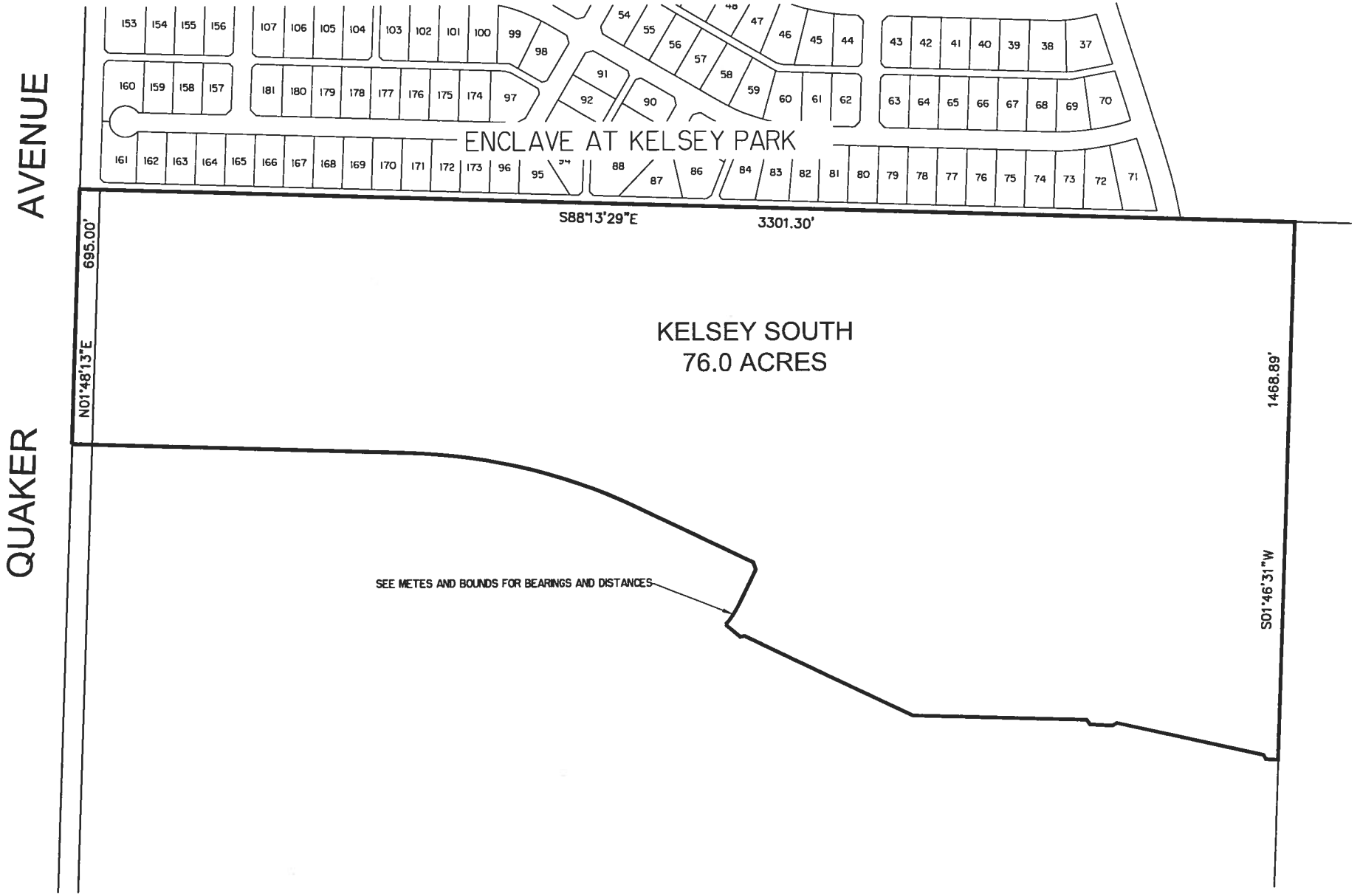
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3214
October 8, 2013



PROPOSED R-1 ZONING LOCATED IN SECTION 4, BLOCK A-K

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

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5842 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED R-1 ZONING

METES AND BOUNDS DESCRIPTION of a 75.966 acre tract of land located in Section 4, Block AK, Lubbock County Texas, being further described as follows:

BEGINNING at a point in the West line of Section 4, Block AK, for the Southwest corner of this tract which bears N. 01°48'13" E. a distance of 1979.62 feet from the Southwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 01°48'13" E., along the West line of said Section 4, a distance of 661.00 feet to the Southwest corner of a 320.2 acre tract as described under County Clerk File No. 2007044643 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88°13'29" E., along the Southern boundary of said 320.2 acre tract, a distance of 3301.35 feet to the Northwest corner of a 118.6 acre tract as described under County Clerk File No. 2012051514 of the Official Public Records of Lubbock County, Texas;

THENCE S. 01°46'38" W., along the Western boundary of said 118.6 acre tract, a distance of 1475.17 feet;

THENCE N. 77°21'49" W. a distance of 33.36 feet;

THENCE N. 32°21'49" W. a distance of 14.14 feet;

THENCE N. 77°21'49" W. a distance of 407.08 feet;

THENCE S. 58°55'10" W. a distance of 13.82 feet;

THENCE N. 86°58'49" W. a distance of 61.47 feet;

THENCE N. 36°07'21" W. a distance of 15.78 feet;

THENCE N. 88°12'49" W. a distance of 472.22 feet;

THENCE N. 64°22'13" W. a distance of 506.66 feet;

THENCE S. 77°57'23" W. a distance of 12.22 feet;

THENCE N. 64°22'13" W. a distance of 54.10 feet to a point of intersection;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 274.00 feet, a central angle of 17°31'01", tangent lengths of 42.21, a chord bearing of N. 34°23'17" E and a chord distance of 83.44 feet to a point of tangency ;

THENCE N. 25°37'47" E. a distance of 101.00 feet;

THENCE N. 19°22'13" W. a distance of 21.21;

THENCE N. 64°22'13" W. a distance of 432.39 to a point of curvature;

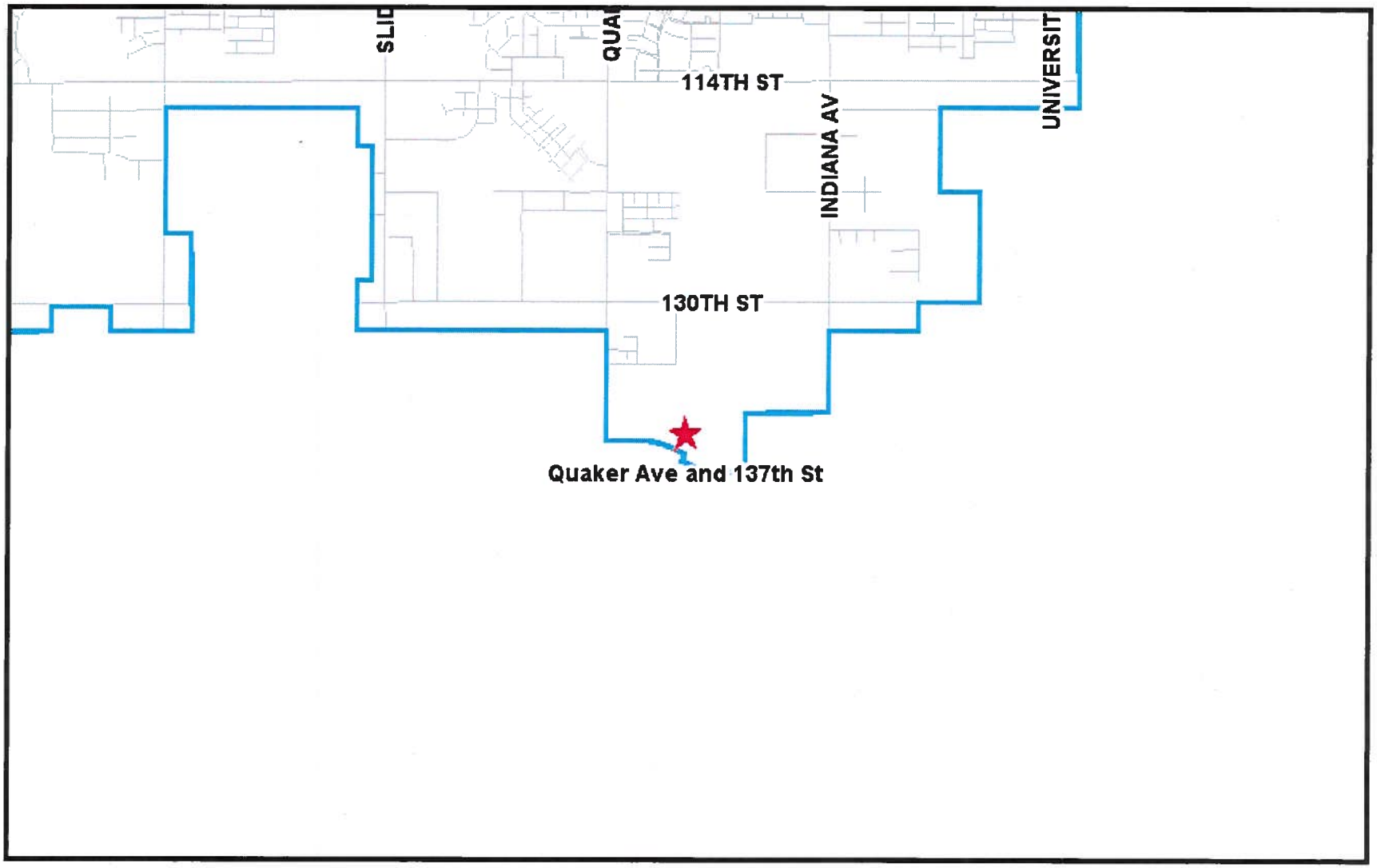
THENCE Northwesterly around a curve to the left, said curve having a radius of 1544.00 feet, a central angle of 23°51'15", tangent lengths of 326.14 feet, a chord bearing of N. 76°17'51" W. and a chord distance of 638.19 to a point of tangency;

THENCE N. 88°13'29" W. a distance of 839.63 feet to the Point of Beginning.

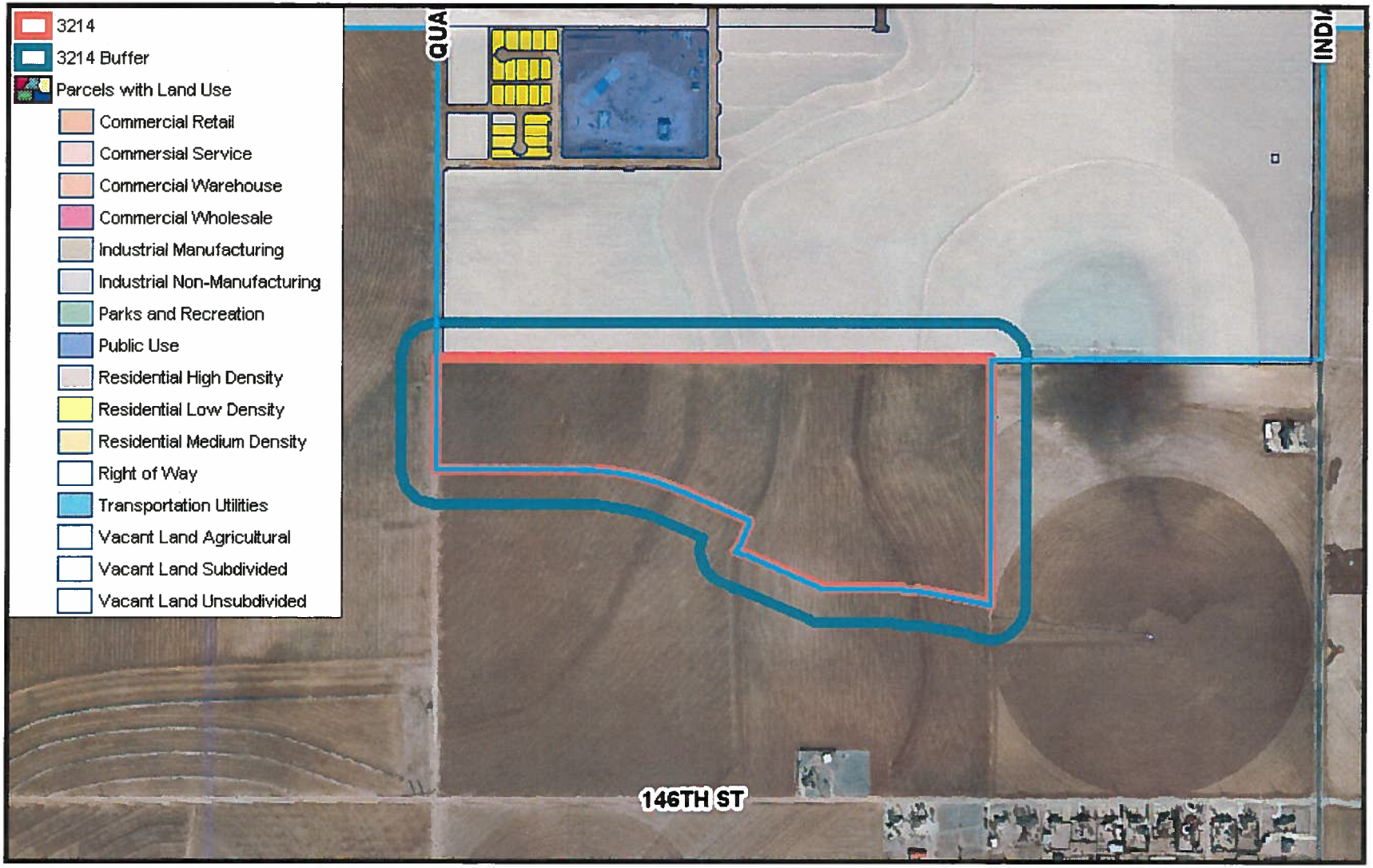
CONTAINS: 76.0 ACRES

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

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

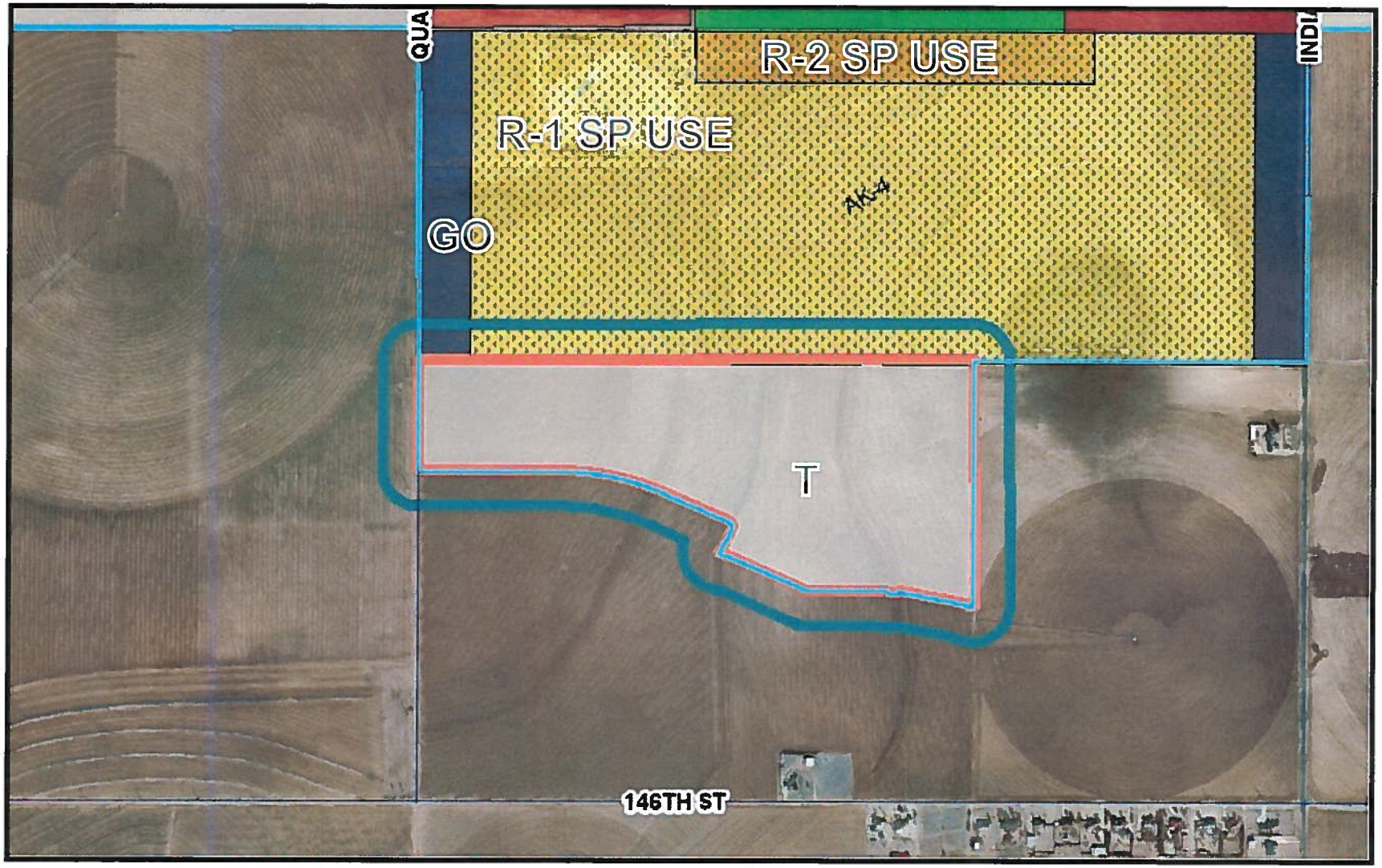


P.Z.C. Case 3214



P.Z.C. Case 3214

Request of Hugo Reed and Associates, Inc. (for Ford Development Corporation) for a zoning change from T to R-1 Specific Use for reduced setbacks, east of Quaker Avenue and south of 137th Street



P.Z.C. Case 3214 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
Ford Development Corporation
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Quaker Avenue approximately 1/2 mile south of FM 1585

Legal Description:* Section 4, Block AK - See metes and bounds description attached

Existing Land Use: Vacant **Existing Zoning:** T

Acreage or Square Footage of Property: 75.966 Acres

Zoning Requested: R-1 Specific Use as follows: For any lots less than 0.5 acre in size: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding Quaker and Memphis) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line

Proposed Development: Unspecified

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

Terry Holeman
Applicant's Signature

September 5 2013
Date

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

Filing Fee: $700 (Ford Development #3540)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

M+B map 70

Zone Case No.: 3214 **Agenda No.:** 6

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

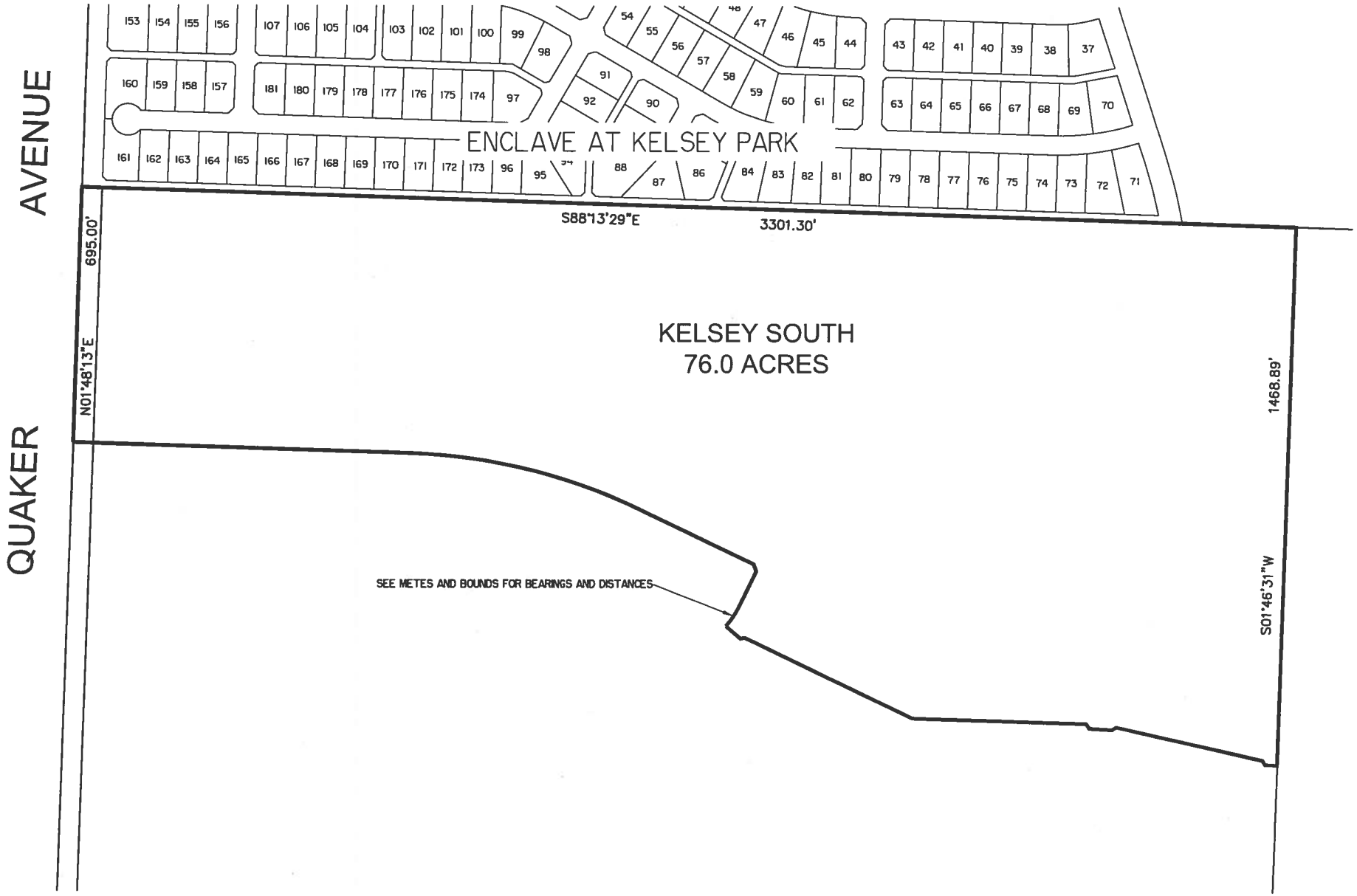
for reduced setbacks

76 acres of unplatted land out of Block AK, section 4

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** ~~Between Indiana Ave and Quaker Ave ½ mile south of 130th St~~

East of Quaker South of 137th



PROPOSED R-1 ZONING LOCATED IN SECTION 4, BLOCK A-K

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED R-1 ZONING

METES AND BOUNDS DESCRIPTION of a 75.966 acre tract of land located in Section 4, Block AK, Lubbock County Texas, being further described as follows:

BEGINNING at a point in the West line of Section 4, Block AK, for the Southwest corner of this tract which bears N. 01°48'13" E. a distance of 1979.62 feet from the Southwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 01°48'13" E., along the West line of said Section 4, a distance of 661.00 feet to the Southwest corner of a 320.2 acre tract as described under County Clerk File No. 2007044643 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88°13'29" E., along the Southern boundary of said 320.2 acre tract, a distance of 3301.35 feet to the Northwest corner of a 118.6 acre tract as described under County Clerk File No. 2012051514 of the Official Public Records of Lubbock County, Texas;

THENCE S. 01°46'38" W., along the Western boundary of said 118.6 acre tract, a distance of 1475.17 feet;

THENCE N. 77°21'49" W. a distance of 33.36 feet;

THENCE N. 32°21'49" W. a distance of 14.14 feet;

THENCE N. 77°21'49" W. a distance of 407.08 feet;

THENCE S. 58°55'10" W. a distance of 13.82 feet;

THENCE N. 86°58'49" W. a distance of 61.47 feet;

THENCE N. 36°07'21" W. a distance of 15.78 feet;

THENCE N. 88°12'49" W. a distance of 472.22 feet;

THENCE N. 64°22'13" W. a distance of 506.66 feet;

THENCE S. 77°57'23" W. a distance of 12.22 feet;

THENCE N. 64°22'13" W. a distance of 54.10 feet to a point of intersection;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 274.00 feet, a central angle of 17°31'01", tangent lengths of 42.21, a chord bearing of N. 34°23'17" E and a chord distance of 83.44 feet to a point of tangency ;

THENCE N. 25°37'47" E. a distance of 101.00 feet;

THENCE N. 19°22'13" W. a distance of 21.21;

THENCE N. 64°22'13" W. a distance of 432.39 to a point of curvature;

THENCE Northwesterly around a curve to the left, said curve having a radius of 1544.00 feet, a central angle of 23°51'15", tangent lengths of 326.14 feet, a chord bearing of N. 76°17'51" W. and a chord distance of 638.19 to a point of tangency;

THENCE N. 88°13'29" W. a distance of 839.63 feet to the Point of Beginning.

CONTAINS: 76.0 ACRES

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

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

Regular City Council Meeting **6. 9.**

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3116-C, a request of Hugo Reed and Associates, Inc., for FP Investors I, LLC, for a zoning change from GO and R-1 Specific Use to A-2 on 11.008 acres of unplatted land out of Block AK, Section 4, west of Indiana Avenue and south of 135th Street, and consider an ordinance.

Item Summary

Zoning Request: The request is for A-2 zoning. The proposed land use is for apartments.

Adjacent Land Uses:
N – (Residential/Commercial) – R-1(Single Family) Specific Use and GO (Garden Office)
S – (Outside City Limits) –Undeveloped Land
E – (Outside City Limits) –Undeveloped Land
W– (Residential) – R-1 (Single family) Specific Use

P&Z Public Hearing Notes:
No one spoke in favor of or in opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):
This project is a minor change to the CLUP. Although it is not consistent with the CLUP, it is supported by staff because it is located on the intersection of the half mile street and the thoroughfare, meeting policy requirements of the A-2 (High density Apartment) district.

The Planning and Zoning (P&Z) Commission recommended approval of the case with a vote of 5-0 at the October 8, 2013 meeting.

P&Z Commission Recommendation with any proposed conditions.
1. The screening fence requirement shall be waived to the north and west adjacent residential zoned property.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3116-C

Zone Case 3116-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. 3116-C;** A ZONING CHANGE FROM **GO AND R-1 SPECIFIC USE** TO **A-2** ZONING DISTRICT ON **11.008 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

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

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully 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. 3116-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 **GO and R-1 Specific Use** to **A-2** zoning

district on **11.008 acres of unplatted land out of Block AK, Section 4,** City of Lubbock, Lubbock County, Texas located at **west of Indiana Avenue and south of 135th 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 screening fence requirement shall be waived to the north and west adjacent to residential zoned property.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

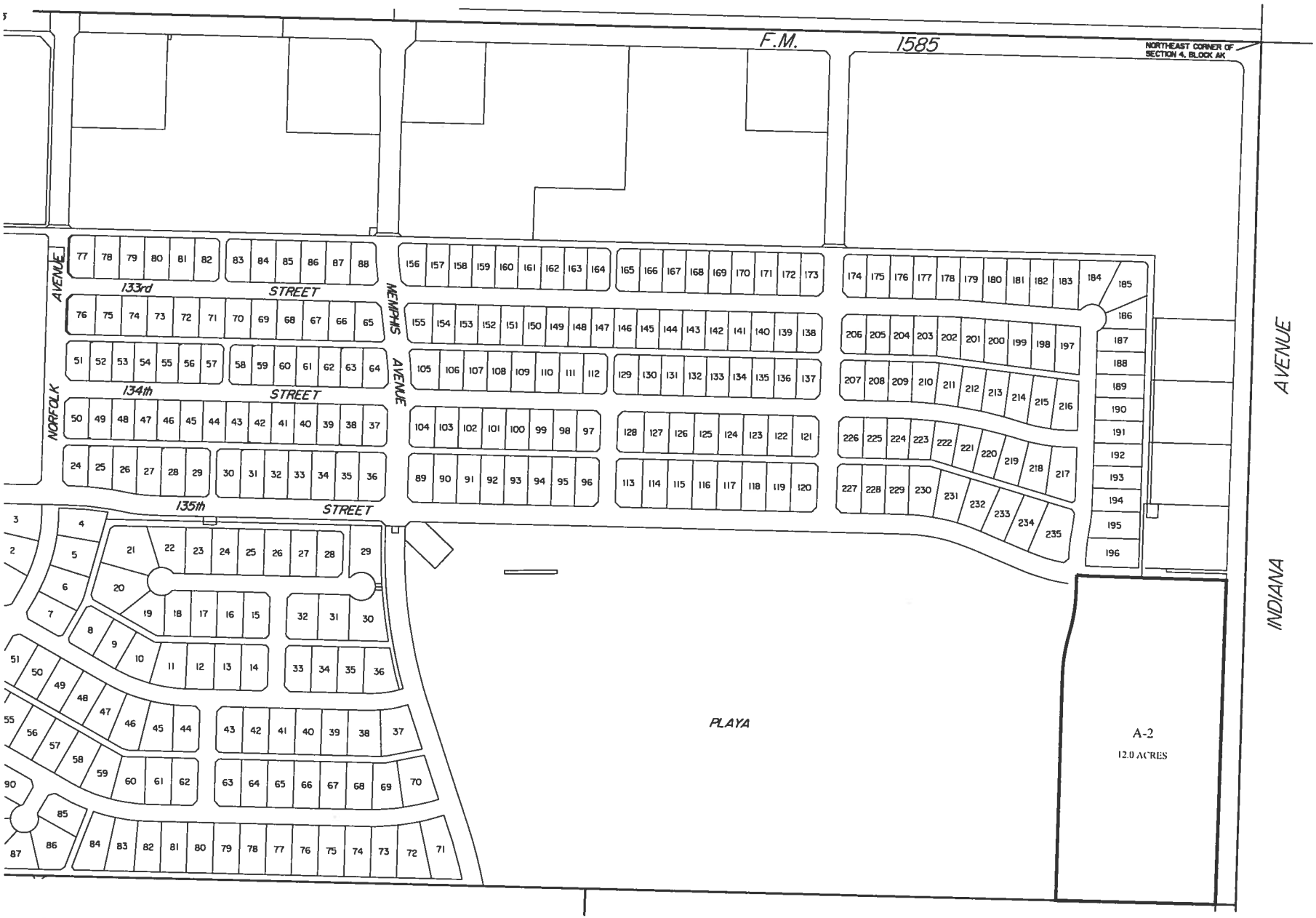
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3116-C
Ocotber 8, 2013



VICINITY MAP FOR PROPOSED A-2 ZONING

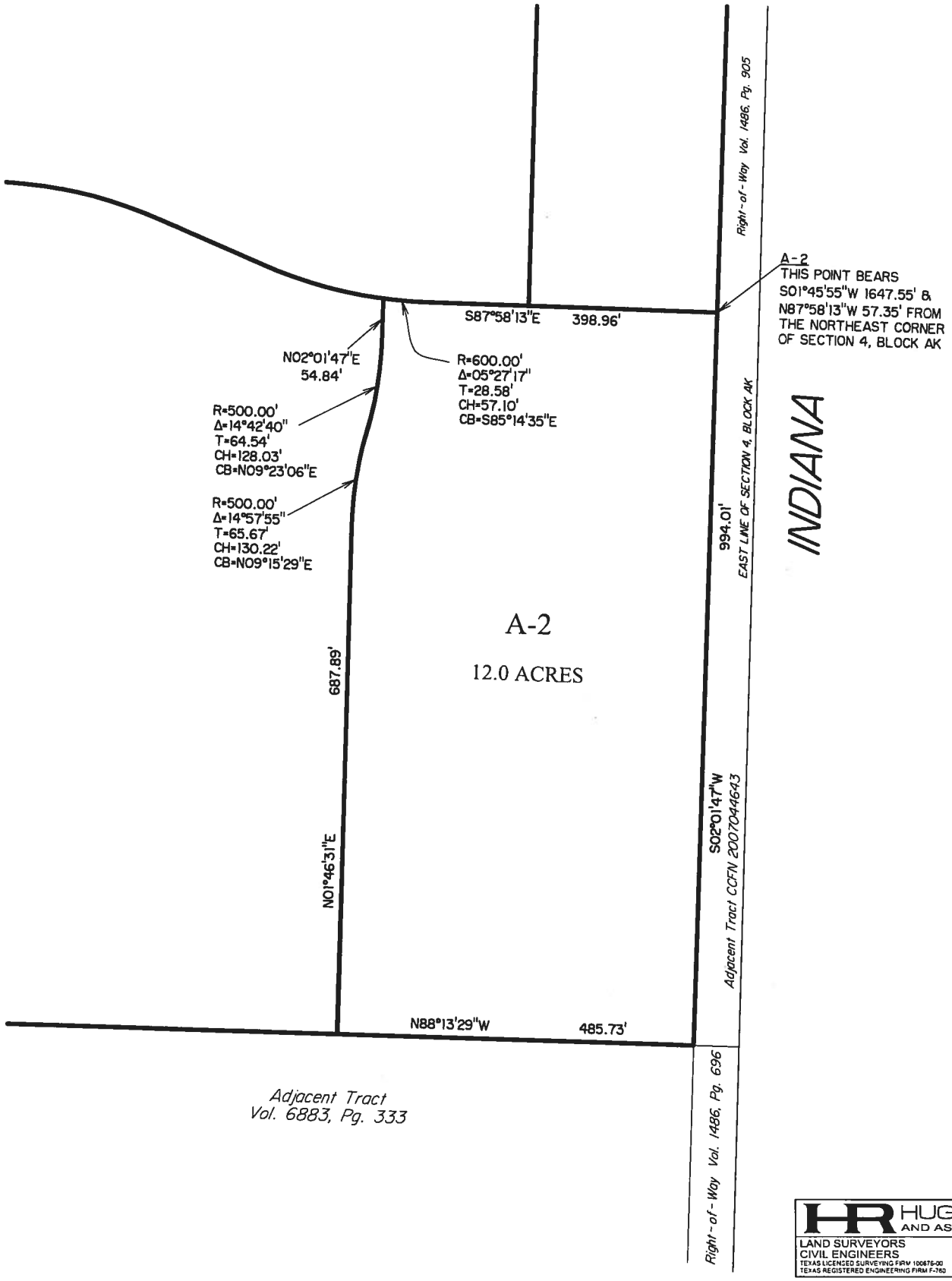
NORTH

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

PROPOSED A-2 ZONING LOCATED IN SECTION 4, BLOCK A-K

NOT TO SCALE



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TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an 11.008 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of a right-of-way easement as described in Volume 1486, Page 905 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract which bears S. 01°45'55" W. a distance of 1647.55 feet and N. 87°58'13" W. a distance of 57.35 feet from the Northeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 02°01'47" W., along said West easement line, a distance of 994.01 feet to a point in the Northern boundary of a 118.6 acre tract as described in Volume 6883, Page 333 of the Real Property Records of Lubbock County, Texas, at the Southeast corner of this tract;

THENCE N. 88°13'29" W., along the Northern boundary of said 118.6 acre tract, a distance of 485.73 feet to point for the Southwest corner of this tract;

THENCE N. 01°46'31" E. a distance of 687.89 feet to a point of curvature;

THENCE Northeasterly, around a curve to the right, said curve having a radius of 500.00 feet, a central angle of 14°57'55", tangent lengths of 65.67 feet, a chord bearing of N. 09°15'29" E. and a chord distance of 130.22 feet to a point of reverse curvature;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 500.00 feet, a central angle of 14°42'40", tangent lengths of 64.54 feet, a chord bearing of N. 09°23'06" E. and a chord distance of 128.03 feet to a point of tangency;

THENCE N. 02'01'47" E. a distance of 54.84 feet to a point for the Northwest corner of this tract;

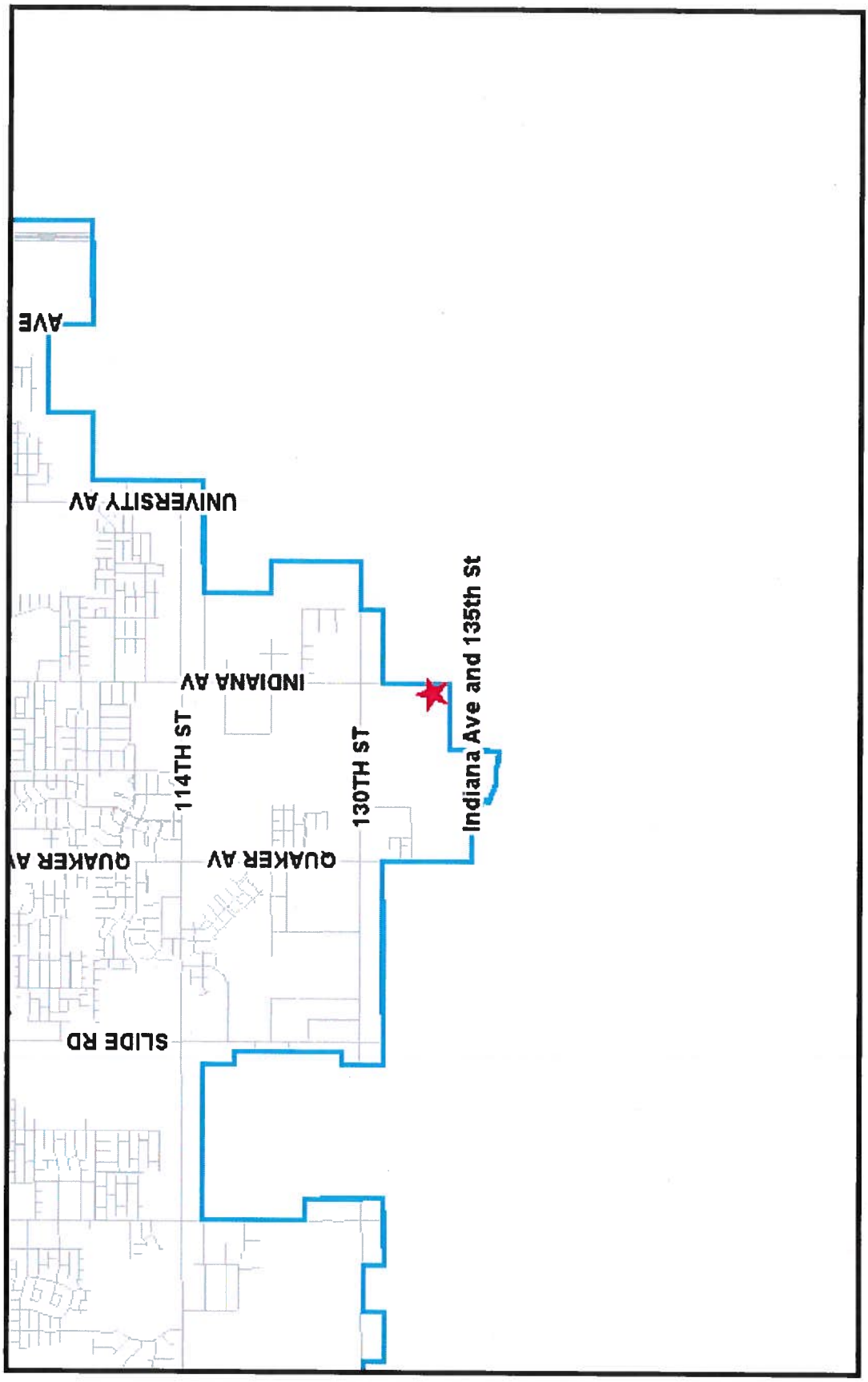
THENCE Southeasterly, around a curve to the left, said curve having a radius of 600.00 feet, a central angle of 05°27'17", tangent lengths of 28.58 feet, a chord bearing of S. 85°14'35" E. and a chord distance of 57.10 feet to a point of tangency;

THENCE S. 87°58'13" E. a distance of 398.96 feet to the Point of Beginning.

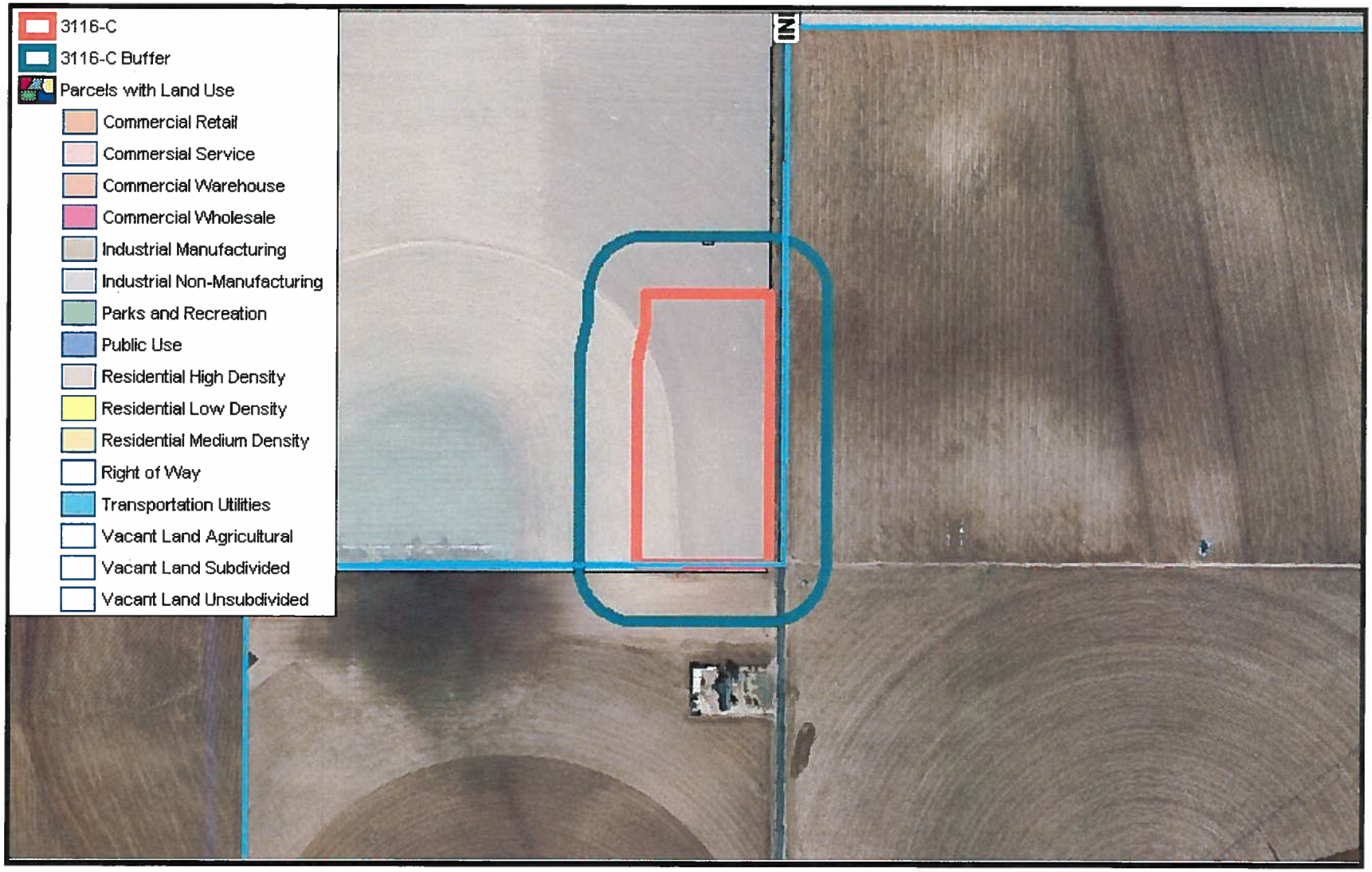
Contains: 11.008 Acres

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

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

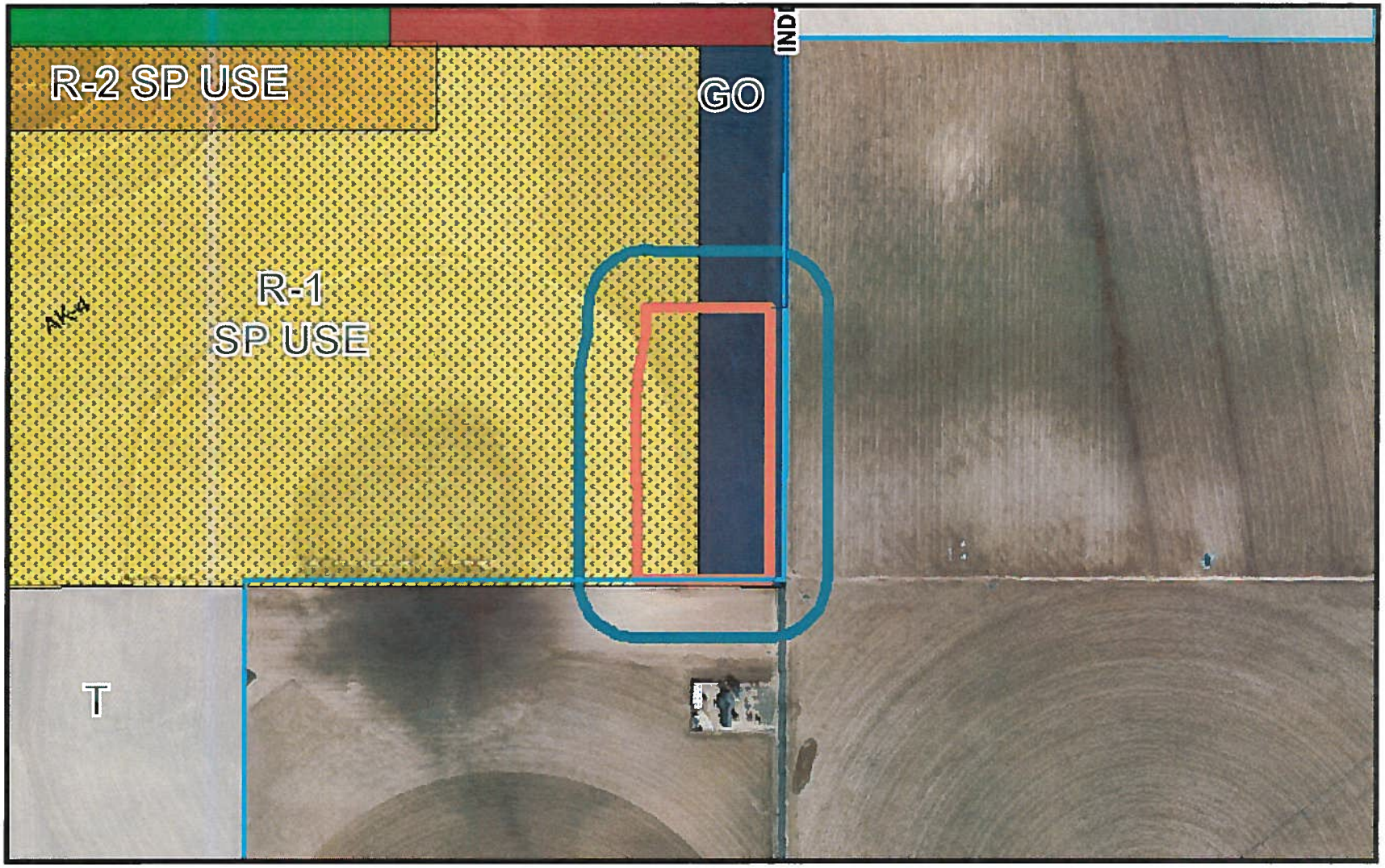


P.Z.C. Case 3116-C



P.Z.C. Case 3116-C

Request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from GO and R-1 Specific Use to A-2, west of Indiana Avenue and south of 135th Street



P.Z.C. Case 3116-C 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
FP Investors I, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Indiana Avenue approximately 1/4 mile south of FM 1585

Legal Description:* Section 4, Block AK - See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: GO and R-1 Spec. Use

Acreage or Square Footage of Property: 11.008 Acres

Zoning Requested: A-2

Proposed Development: Unspecified

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

Terry Holeman
Applicant's Signature

September 5 2013
Date

Filing Fee: $508 (FP Investors I, LLC #1016)
($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 ~~MHB~~ map 70

Zone Case No.: 3116-C **Agenda No.:** 7

Request for zoning change from: GO, R1 SP use **To:** A2

12 acres of unplatted land out of Block AK Section 4

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** Indiana Ave south of ~~130th~~ 135th St west

NORTH

NOT TO SCALE

VICINITY MAP FOR PROPOSED A-2 ZONING

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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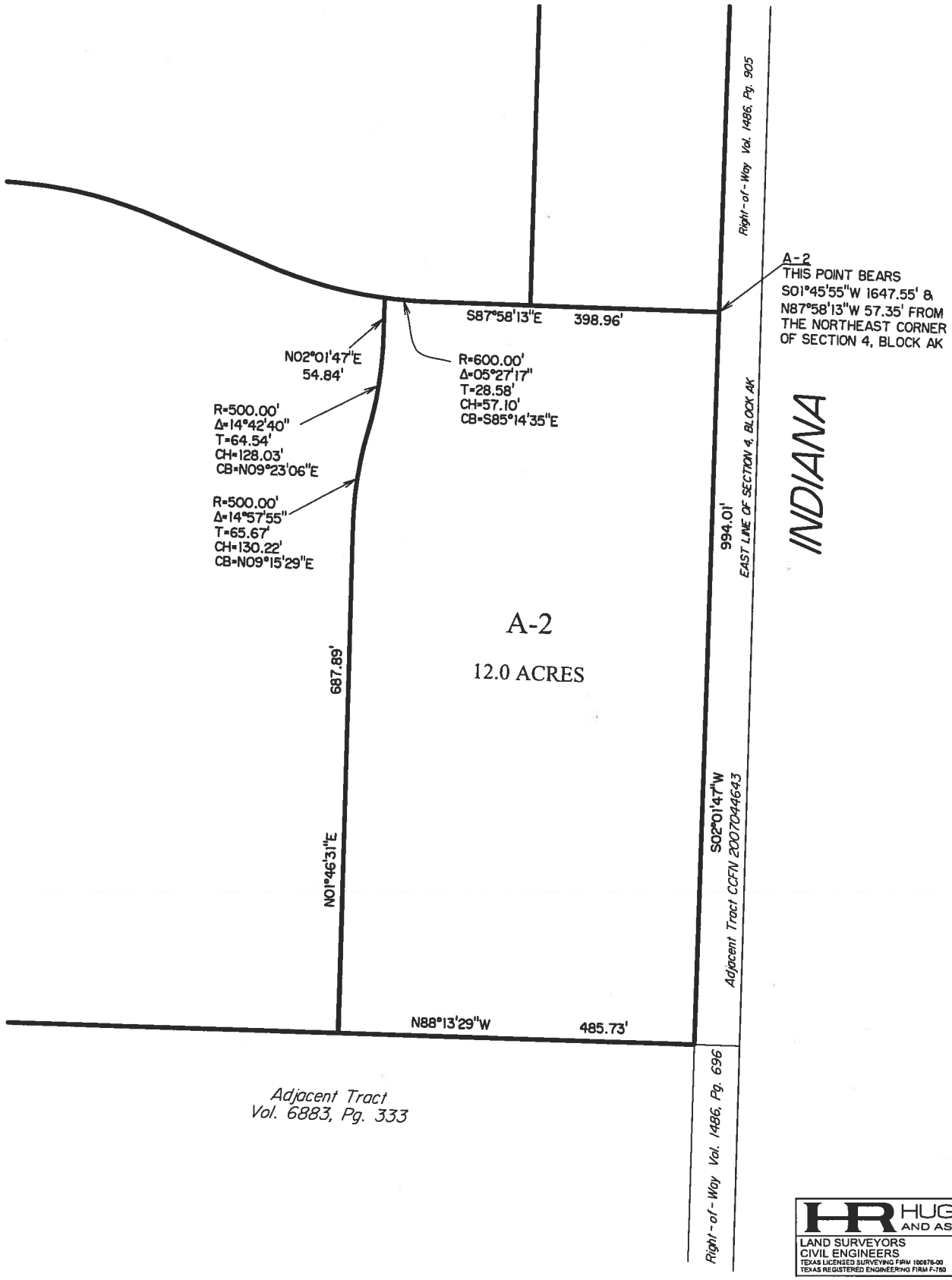
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

PROPOSED A-2 ZONING LOCATED IN SECTION 4, BLOCK A-K

NOT TO SCALE



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LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an 11.008 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

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THENCE S. 02°01'47" W., along said West easement line, a distance of 994.01 feet to a point in the Northern boundary of a 118.6 acre tract as described in Volume 6883, Page 333 of the Real Property Records of Lubbock County, Texas, at the Southeast corner of this tract;

THENCE N. 88°13'29" W., along the Northern boundary of said 118.6 acre tract, a distance of 485.73 feet to point for the Southwest corner of this tract;

THENCE N. 01°46'31" E. a distance of 687.89 feet to a point of curvature;

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THENCE S. 87°58'13" E. a distance of 398.96 feet to the Point of Beginning.

Contains: 11.008 Acres

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

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

Regular City Council Meeting **6. 10.**

Meeting Date: 10/24/2013

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 1615-K, a request of Capital Telecom for a zoning change from C-3 Specific Use to C-3 Specific Use for a telecommunications tower on 1,788 square feet of Tract C, South Plains Addition, 5801 West Loop 289, and consider an ordinance.

Item Summary

General comments:
The request is for a new 150' tall cell phone tower. The applicant has provided the required documentation to justify the request. In particular, the maps showing that currently, co-location of the needed antennas on nearby towers is not an option. In order to serve the desired area, a tower in this vicinity is necessary, and they are proposing this location.

Adjacent land uses:
North: Apartments, zoned A-1
East: Home Depot, zoned C-4
West: Loop 289
South: Home Depot parking lot and Loop 289

Comprehensive Land Use Plan:
The request is consistent with the CLUP.

Zoning Policy:
The request is consistent with the zoning code and policy in regards to new cell tower requests. They have presented the fact that co-location on an existing tower does not meet their service needs.

Effect on the adjacent street and thoroughfare system:
There should be no impact on the thoroughfare system or traffic in the area.

Recommendations:
The Planning and Zoning Commission recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1615-K;** A ZONING CHANGE FROM **C-3 SPECIFIC USE** TO **C-3 SPECIFIC USE** FOR **A TELECOMMUNICATIONS TOWER,** ON **1,788 SQUARE FEET OF TRACT C, SOUTH PLAINS 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. 1615-K

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-3** Specific Use to **C-3** Specific Use for **a telecommunications tower** on **1,788 square feet of Tract C, South Plains Addition,** City of Lubbock, Lubbock County, Texas, located at **5801 West Loop 289**, 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-3 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5801 West Loop 289**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

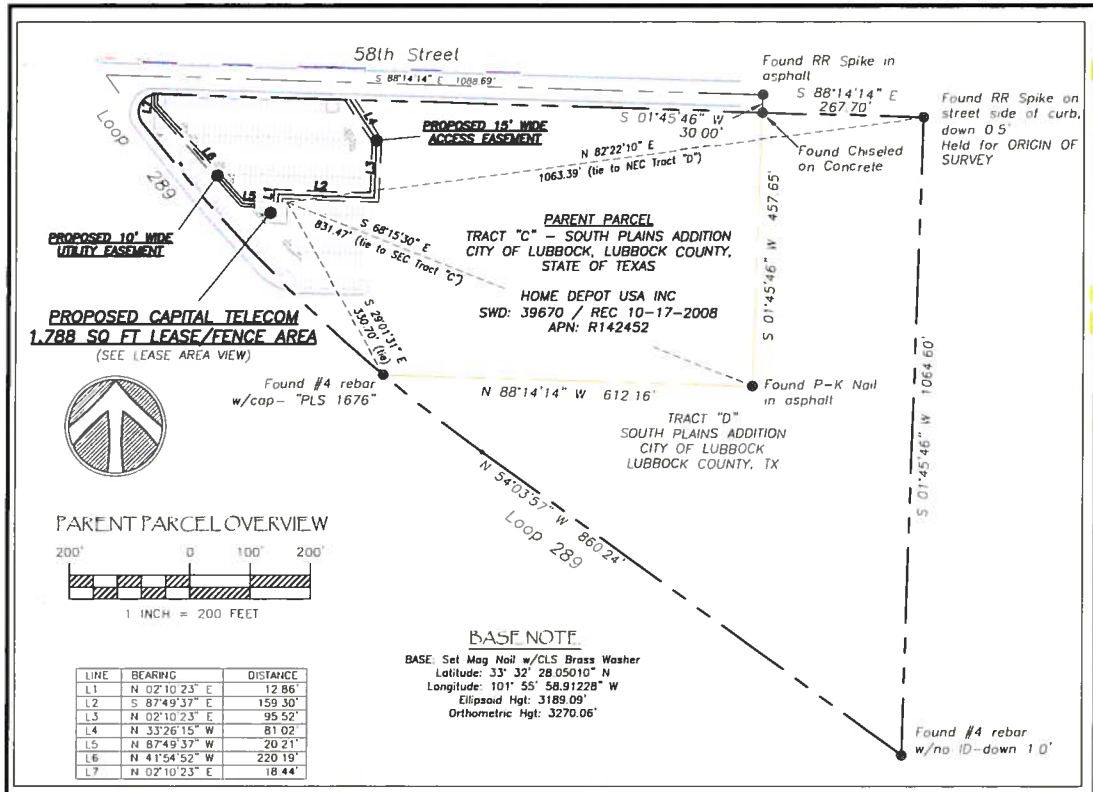
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1615-K
October 8,, 2013



PARENT PARCEL OVERVIEW

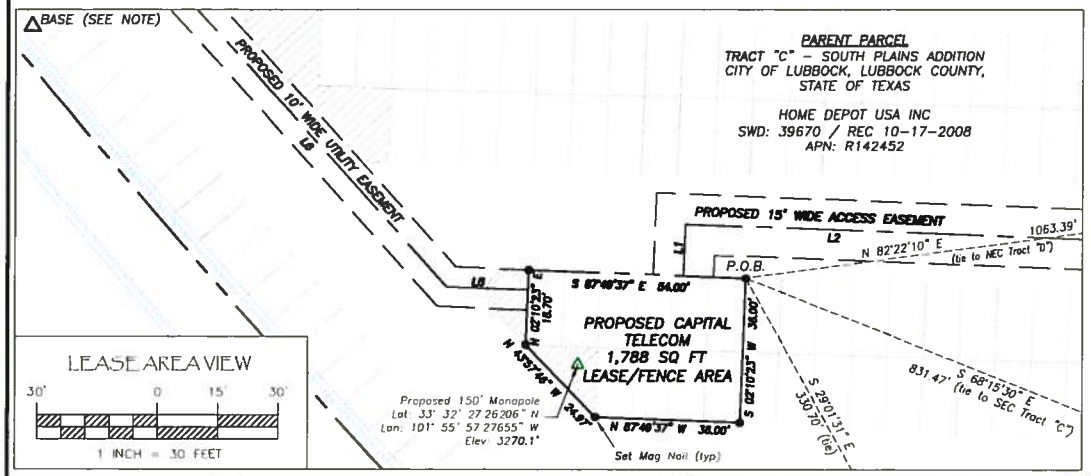
200' 0 100' 200'

1 INCH = 200 FEET

LINE	BEARING	DISTANCE
L1	N 02°10'23" E	12.86'
L2	S 87°49'37" E	159.30'
L3	N 02°10'23" E	95.52'
L4	N 33°26'15" W	81.02'
L5	N 87°49'37" W	20.21'
L6	N 41°54'52" W	220.19'
L7	N 02°10'23" E	18.44'

BASE NOTE

BASE: Set Mag Nail w/CLS Brass Washer
Latitude: 33° 32' 28.05010" N
Longitude: 101° 55' 58.91228" W
Ellipsoid Hgt: 3189.09'
Orthometric Hgt: 3270.06'



LEASE AREA VIEW

30' 0 15' 30'

1 INCH = 30 FEET

SURVEYOR'S DESCRIPTIONS

PROPOSED CAPITAL TELECOM 1,788 SQ FT LEASE/FENCE AREA

The following is the description of a proposed telecommunications lease area "(PROPOSED LEASE AREA") within TRACT "C", SOUTH PLAINS ADDITION, CITY OF LUBBOCK, LUBBOCK COUNTY, STATE OF TEXAS, more particularly described as follows:

COORDINATE TABLE – TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE (4202), US FEET

ID	Northing(Y)	Easting(X)	Elev(Z)	Description

(TO BE EDITED)

The POINT OF BEGINNING being a mag nail with tag set for the northeast corner of the PROPOSED LEASE AREA; FROM WHICH the following monuments are located:

– A railroad spike found for the northeast corner of TRACT "D", SOUTH PLAINS ADDITION, bears North 82° 22' 10" East 1,063.39 feet;
– A PK nail found for the southeast corner of TRACT "C" bears South 68° 15' 30" East 831.47 feet;
– A #4 rebar with cap stamped "PLS 1676" found for the southwesterly corner of TRACT "C" in the northeasterly right-of-way line of Loop 289 bears South 29° 01' 31" East 330.70 feet

THENCE, from said POINT OF BEGINNING, the following five (5) courses:

1. South 02° 10' 23" West 36.00 feet to a mag nail with tag set for the southeast corner of the PROPOSED LEASE AREA;
2. North 87° 49' 37" West 36.00 feet to a mag nail with tag set for a southwesterly corner of the PROPOSED LEASE AREA;
3. North 43° 57' 46" West 24.97 feet to a mag nail with tag set for a southwesterly corner of the PROPOSED LEASE AREA;
4. North 02° 10' 23" East 18.70 feet to a mag nail with tag set for the northwest corner of the PROPOSED LEASE AREA;
5. South 87° 49' 37" East 54.00 feet to the POINT OF BEGINNING and containing, in all, 1,788 square feet of land, TOGETHER WITH two (2) easements for access and utilities described by centerline as follows:

PROPOSED 15' WIDE ACCESS EASEMENT – CENTERLINE DESCRIPTION

Commencing, for reference, at the northeast corner of the PROPOSED LEASE AREA; THENCE, with the north boundary line of the PROPOSED LEASE AREA, North 87° 49' 37" West 15.50 feet to the POINT OF BEGINNING of this easement centerline description; THENCE, the following four (4) courses:

1. North 02° 10' 23" East 12.86 feet;
2. South 87° 49' 37" East 159.30 feet;
3. North 02° 10' 23" East 95.52 feet;
4. North 33° 26' 15" West 81.02 feet to the POINT OF TERMINATION in the north boundary line of said TRACT "C", the same being the south right-of-way line of 58th Street.

PROPOSED 10' WIDE UTILITY EASEMENT – CENTERLINE DESCRIPTION

Commencing, for reference, at the northwest corner of the PROPOSED LEASE AREA; THENCE, with the west boundary line of the PROPOSED LEASE AREA, South 02° 10' 23" West 5.00 feet to the POINT OF BEGINNING of this easement centerline description; THENCE, the following three (3) courses:

1. North 87° 49' 37" West 20.21 feet;
3. North 41° 54' 52" West 220.19 feet;
4. North 02° 10' 23" West 18.44 feet to the POINT OF TERMINATION in the north boundary line of said TRACT "C", the same being the south right-of-way line of 58th Street.

Basis of Bearing for the survey is GRID NORTH for the TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83. Distances are ground.

GENERAL NOTES

1. NO CURRENT REPORT OF TITLE WAS PROVIDED TO SURVEYOR. EASEMENTS, UNDERGROUND UTILITIES AND UNWRITTEN RIGHTS MAY EXIST WHERE NONE ARE SHOWN.
2. CONTRACTOR BEARS FULL RESPONSIBILITY TO PROPERLY LOCATE UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
3. LESSEE BEARS FULL RESPONSIBILITY IN VERIFYING OWNERSHIP OF ANY PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE PROPOSED SUBJECT LEASE AREA OR ANY PROPOSED EASEMENTS.
4. BASIS OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), NORTH CENTRAL ZONE (4204). DISTANCES ARE GRID.
5. PROPOSED TOWER CENTER NAD83 COORDINATE REPORT (1A):

LAT:	33°32'27.262"N
LON:	101°55'57.277"W
GROUND ELEV:	3,270'

6. CURRENT SITE ZONING NOT VERIFIED BY THIS SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION PRESENTED HEREON IS TRUE AND CORRECT TO BEST OF MY KNOWLEDGE AND BELIEF. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. 04-29-2013 (FIELD: 04-13-2013)

CHRISTIAN A. CLAUSEN, R.P.L.S. (TX 5511-NM 16467-AZ 36621)

The information contained in this set of documents is proprietary by nature. Any use or disclosure other than that which relates to the client name is strictly prohibited.

PRELIMINARY

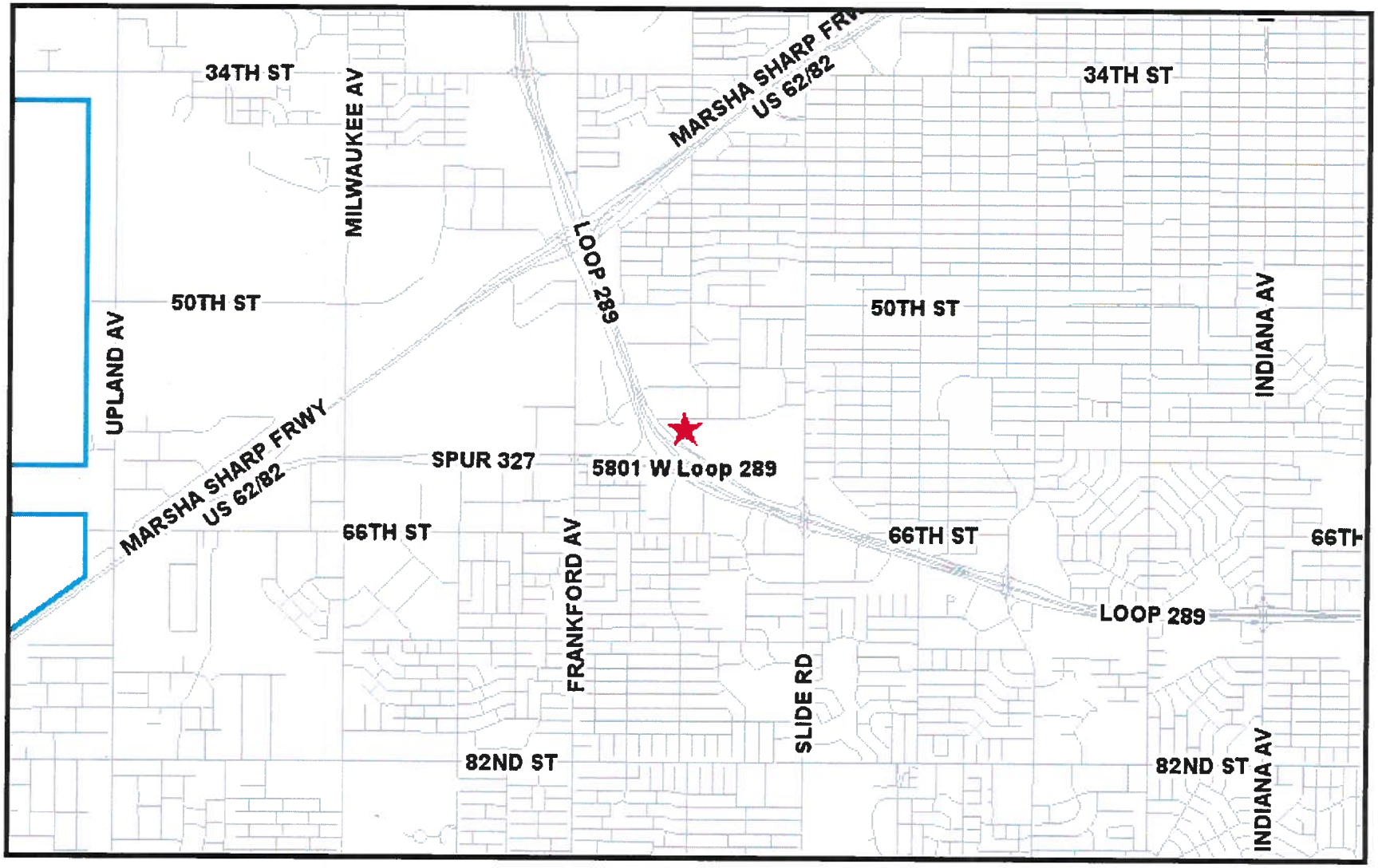
ISSUED FOR	DATE
REVIEW	07-03-2013

SITE NAME
LUBBOCK HD0451

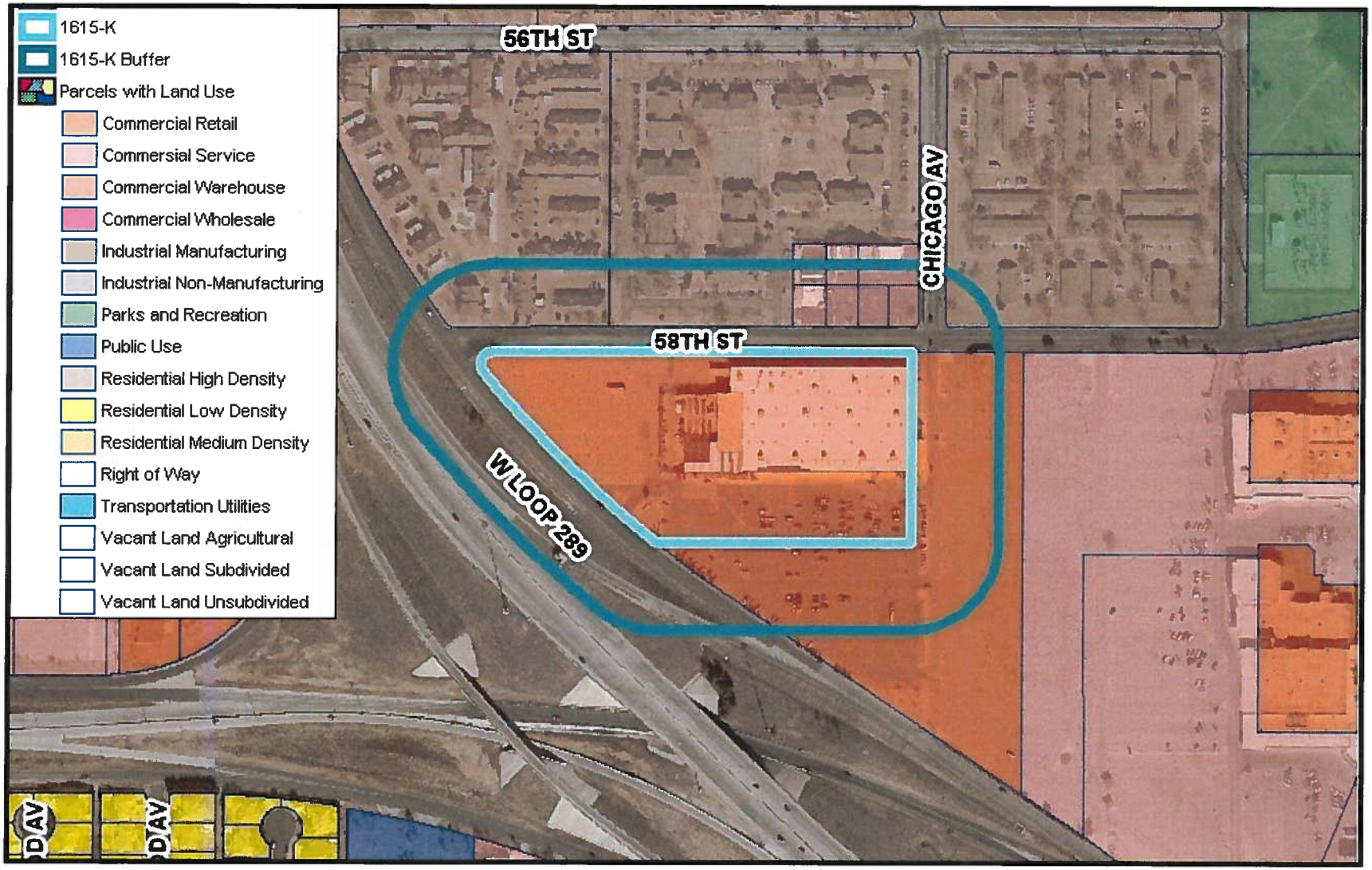
SITE ADDRESS:
5801 W LOOP 289
LUBBOCK, TX 79414-2300

SHEET TITLE
SURVEY SHEET

SHEET NUMBER
SUR-1

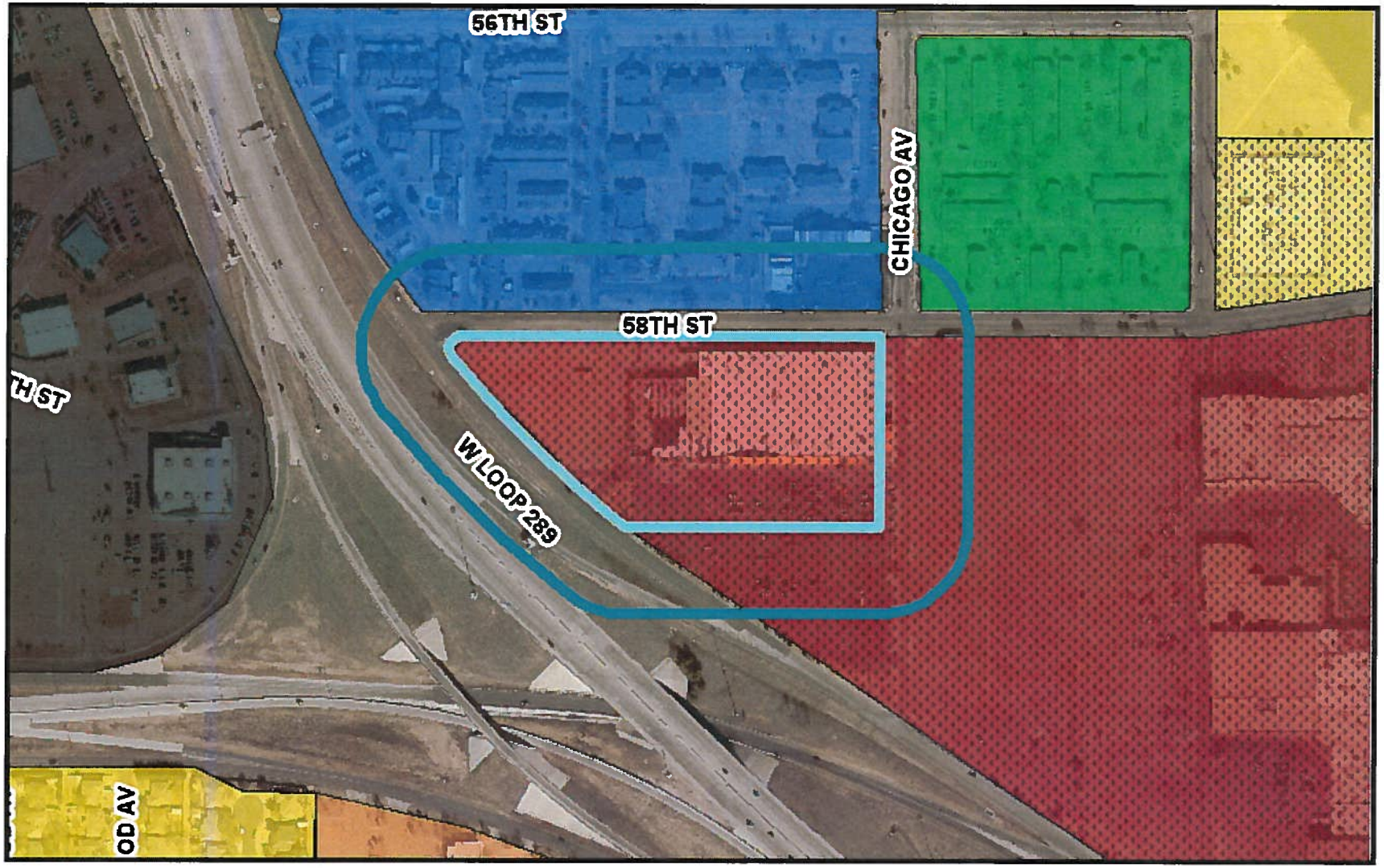


P.Z.C. Case 1615-K



P.Z.C. Case 1615-K

Request of Capital Telecom for a zoning change from C-3 Specific Use to C-3 Specific Use for a telecommunications tower, 5801 West Loop 289



P.Z.C. Case 1615-K Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) The Francis Law Firm, P.C.

112 E. Pecan St., Suite 550
Street/Post Office Box

San Antonio, Texas 78205
City State Zip

(210)222-1100
Telephone

For Capital Telecom Acquisition, LLC

1500 Mt. Kemble, Suite 203
Street/Post Office Box

Morristown, NJ 07960
City State Zip

(973) 425-0606
Telephone

Location or Address: 5801 West Loop 289

Legal Description:* See attached Survey

Existing Land Use: Commercial **Existing Zoning:** C-4 Specific Use

Acreage or Square Footage of Property: 1,788 square feet

Zoning Requested: Specific Use Permit to construct 150 foot telecommunications tower

Proposed Development: Construction and operation of a 150 foot telecommunications tower

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

The Francis Law Firm, P.C.
Applicant's Signature
By: W. Bebb Francis, III

SEPTEMBER 17, 2013
Date

Filing Fee: _____
($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:** _____

THE FRANCIS LAW FIRM

September 17, 2013

Mr. Dennis Carrizales
Planner
City of Lubbock
1625 13th St.
Lubbock, Texas 79457

VIA FEDEX

Re: Application for Specific Use Permit

Dear Dennis:

Attached are the following in connection with Capital Telecom Acquisition, LLC's Application for Specific Use Permit to construct a 150 foot telecommunications tower to be constructed at 5801 West Loop 289, Lubbock (the "Tower").

(i) Application for Specific Use Permit together with filing fees;

(ii) letter discussing the proposed Tower;

(iii) a survey of the lease tract (the "Lease Tract");

(iv) a site plan ("Site Plan") for the Lease Tract; and

(v) an elevation of the proposed Tower (as shown on the Site Plan).

Please let me know if you have any questions or require any additional information.

Thank you for your help and I look forward to meeting you at the October 3rd Planning and Zoning Commission meeting.

Yours very truly,

W. Bebb Francis, III

A PROFESSIONAL CORPORATION
(210) 222-1100 • 112 E. PECAN STREET, SUITE 550 • SAN ANTONIO, TEXAS 78205-1517 • FAX (210) 222-2468
WRITER'S DIRECT DIAL (210) 222-1112 WRITER'S E-MAIL wbfrancis@francislawfirm.com
www.francislawfirm.com

September 17, 2013

To the Honorable Planning and Zoning Commission and City Council:

The Francis Law Firm, a Professional Corporation on behalf of Capital Telecom Acquisition, LLC ("Applicant"), respectfully submits the attached Application for Specific Use Permit ("Application") to construct a 150 foot telecommunications tower pursuant to Code Section 40.02.002(h) (the "Tower").

BACKGROUND

Applicant has entered into a lease agreement with Home Depot USA, Inc. (the "Property Owner") for a 1,788 square foot lease tract (the "Lease Tract") out of Tract "C", South Plains Addition, the City of Lubbock, Texas, and being commonly known as 5801 West Loop 289, Lubbock, Texas. Applicant proposes to construct and operate the Tower within the Lease Tract. The Lease Tract is currently zoned "C-4 Specific Use"

The Property Owner has authorized Applicant to act as its agent for processing this Application. The undersigned, as counsel to Applicant, is authorized to submit this letter to the Planning and Zoning Commission and to the City Council in support of the Application.

Attached to the Application is:

(i) a survey of the Lease Tract;

(ii) a site plan ("Site Plan") for the Lease Tract; and

(iii) an elevation of the proposed Tower (as shown on the Site Plan).

NATURE OF TOWER AND FACILITIES

The Applicant submits that,

1. The proposed Tower is a 150 foot telecommunications tower which is designed to accommodate up to five (5) "telecommunications providers."

A PROFESSIONAL CORPORATION
(210) 222-1100 • 112 E. PECAN STREET, SUITE 550 • SAN ANTONIO, TEXAS 78205-1517 • FAX (210) 222-2468
WRITER'S DIRECT DIAL (210) 222-1112 WRITER'S E-MAIL wbfrancis@francislawfirm.com
www.francislawfirm.com

2. As detailed on the Site Plan, the Tower will be enclosed by a six (6) foot "board on board" fence.

EXISTING SITES

Applicant will present evidence to the Planning and Zoning Commission and City Council that there are no existing towers or structures "within the geographic area required to meet Applicant's engineering needs."

CO-LOCATION ON TOWER

As indicated on the elevation of the Tower which is a part of the Site Plan and as noted above, the proposed Tower will be constructed in order to accommodate up to five (5) telecommunications providers.

SPECIFIC USE PERMIT

Applicant respectfully requests approval of its Application for a Specific Use Permit for the construction of the proposed 150 foot telecommunications tower.

Yours very truly,

The Francis Law Firm, P.C.

By: _____
W. Bebb Francis, III
Counsel to Capital Telecom Acquisition, LLC,

Capital Telecom
Application
For
Specific Use Permit

Site Plan

CAPITAL
TELECOM

CAPITAL TELECOM

SITE NAME: LUBBOCK HD0451, TX
STRUCTURE TYPE: MONOPOLE

DRAWING INDEX

T-1	TITLE SHEET
Z-1	OVERALL SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	ELEVATION & FENCE DETAIL

LOCATION MAP

DEPART LUBBOCK INTERNATIONAL AIRPORT, BEAR RIGHT (EAST) ONTO (N) MARTIN LUTHER KING JR BLVD, KEEP STRAIGHT ONTO (N) MARTIN LUTHER KING JR BLVD [N M L K JR. BLVD], TURN RIGHT (WEST) ONTO FM-2641 [E REGIS ST], KEEP STRAIGHT ONTO FM-2641 [REGIS ST], TURN LEFT (SOUTH) ONTO I-27 S [S I-27], TAKE RAMP (LEFT) ONTO I-27 [US-87], AT EXIT 1A, TAKE RAMP (RIGHT) ONTO SR-289 LOOP, TAKE RAMP (RIGHT) ONTO (S) TX-289-LOOP (W) [S LOOP 289], KEEP STRAIGHT ONTO (S) TX-289-LOOP, ROAD NAME CHANGES TO TX-289-LOOP (W) [W TX-289-LOOP], ARRIVE 5801 W LOOP 289, LUBBOCK, TX 79414

PROJECT SUMMARY

SCOPE OF WORK:	PROPOSED 107'-0" MONOPOLE & PROPOSED SECTOR ANTENNAS MOUNTED ON PROPOSED STRUCTURE. EQUIPMENT CABINET WILL BE LOCATED IN PROPOSED FENCED AREA. SITE IS AN UNMANNED TELECOMMUNICATIONS FACILITY.
SITE NAME:	LUBBOCK HD0451, TX
SITE ADDRESS:	5801 W LOOP 289 LUBBOCK, TX 79414-2300
PROPERTY OWNER:	HOME DEPOT USA INC 2455 PACES FERRY RD SE ATLANTA GA 30339-1834
APPLICANT:	CAPITAL TELECOM ASSOCIATES, LLC 1200 MT. KEMBLE, SUITE 203 MORRISTOWN, NJ 07960 (973) 455-0088 - PHONE
CONTACT:	MIKE MOONEY: 973-455-0088 EXT. 111
CO-APPLICANT:	AT&T WIRELESS, LLC
PRIMARY WIRELESS PROVIDER:	AT&T
LAT/LONG:	NORTH 33° 32' 32.880"
LONGITUDE:	WEST 101° 55' 57.371"
LAT/LONG TYPE:	GPS-NAD83
GROUND ELEVATION:	3,329' (NAVD 88/GEOID)
BUILDING CODE:	IBC 2009
ELECTRICAL CODE:	NEC 2008

ZONING INFO.

TOWER TYPE:	MONOPOLE
TOWER HEIGHT:	107'-0"
FLOOD ZONE:	X-AREAS OF MINIMAL FLOODING
ZONE:	COMMERCIAL RETAIL
APN #:	0140402
LOT AREA:	2,251,169 S.F. (51.689± ACRES)
PROPOSED AREA:	2,500.00 S.F.

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

A&E CONSULTANTS: ALLPRO CONSULTING GROUP, INC. 5221 LINDEN D JOHNSON FREEWAY, #204 DALLAS, TX 75240 OFFICE: 972-231-0800 FAX: 815-394-4277 CONTACT: JOE GEORGE P.E.	SURVEYOR: CLARION LAND SURVEYING REGISTERED PROFESSIONAL LAND SURVEYOR 12345 COUNTRY OAKS DR. EL PASO, TX 79938 MOBILE: (915) 355-9462 SURVEYING@CLARIONLAND.COM	UTILITY COORDINATOR: POWER: TBD (TEL.) 800-366-1300 TEL CO: AT&T (TEL.) 800-344-7483

Texas 811 — Know what's below. Call before you dig.

STATE OF TEXAS — RAJESH SEHGAL — 88639 — LICENSED PROFESSIONAL ENGINEER — 08/11/13

ALLPRO CONSULTING GROUP, INC.

APPLICANT: CAPITAL TELECOM

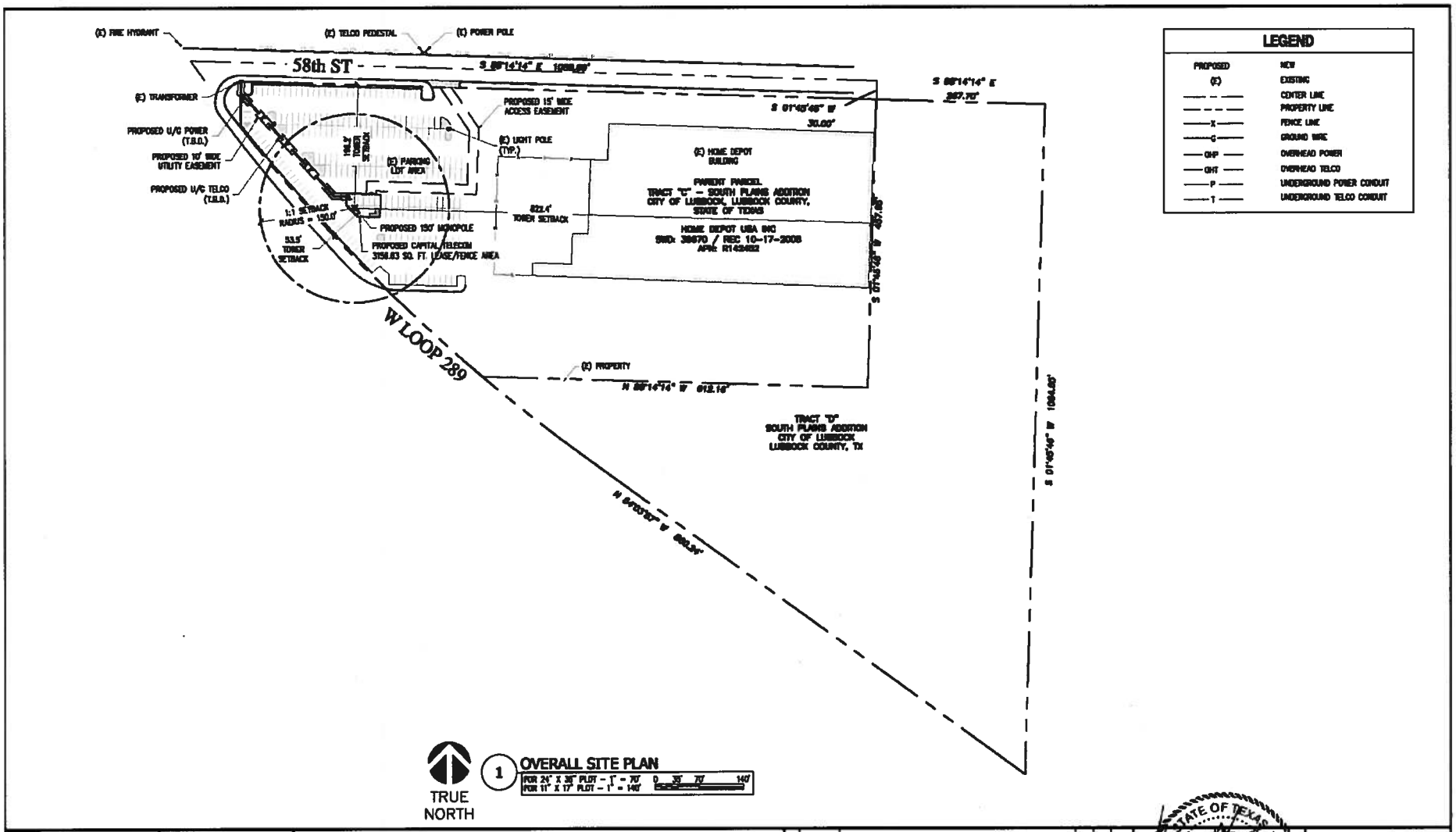
LUBBOCK HD0451, TX
5801 W LOOP 289
LUBBOCK, TX 79414-2300

REV.	DATE	REVISIONS	BY	CHK	APP'D
C	08/11/13	FINAL ZD	RM	JG	JG
B	08/08/13	0:1 SETBACK RADIUS	RM	JG	JG
A	07/15/13	ISSUED FOR REVIEW	RM	JG	JG

SCALE: AS SHOWN — A&E JOB #: 13-1437

TITLE SHEET

DRAWING NUMBER: T-1



ALLPRO CONSULTING GROUP, INC.

APPLICANT: CAPITAL TELECOM

LUBBOCK HD0451, TX

8801 W LOOP 289
LUBBOCK, TX 79414-2300

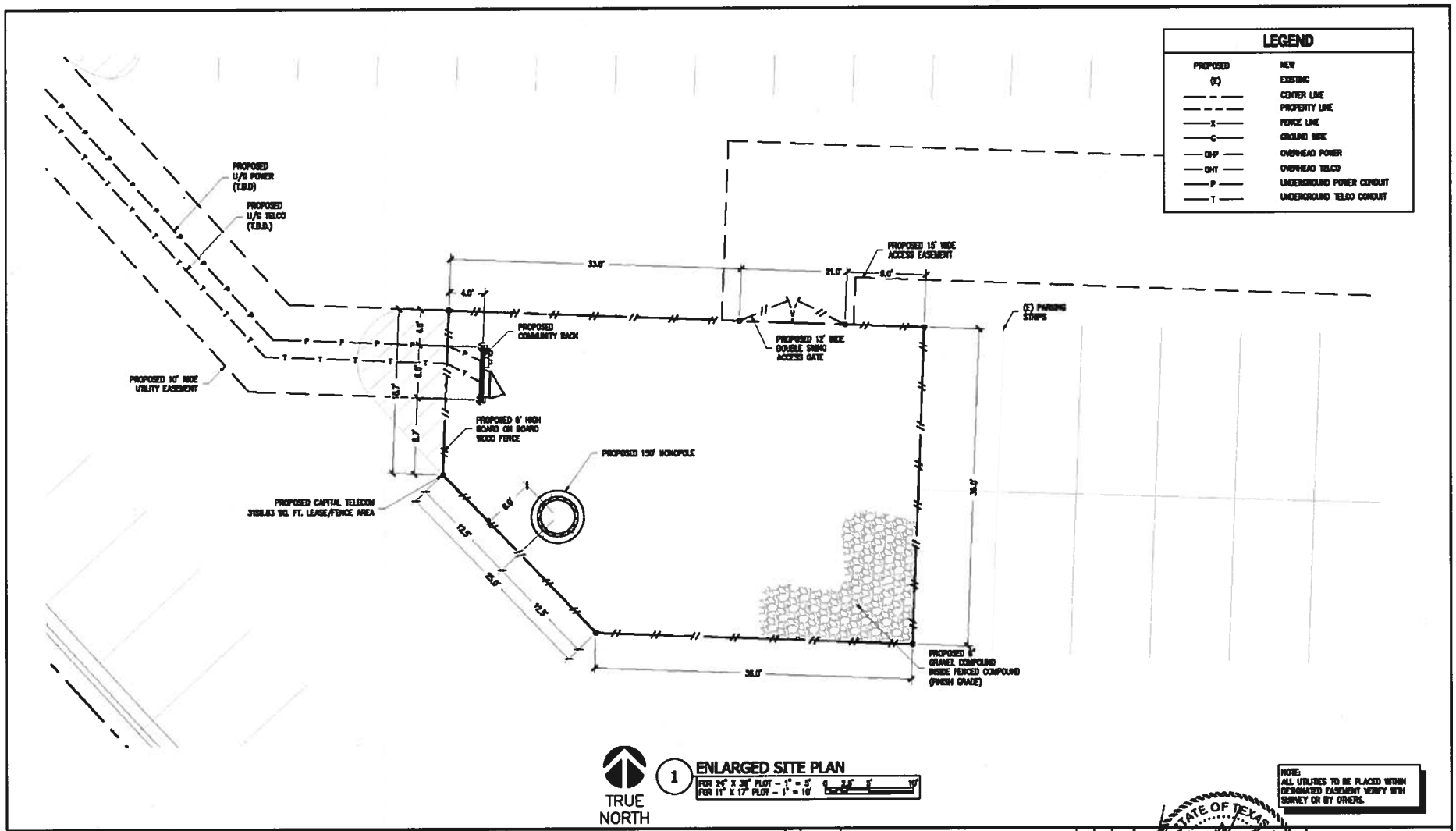
NO.	DATE	REVISIONS	BY	CHK	APP'D
0	08/11/13	FINAL ZD	RM	JC	JC
B	08/08/13	1:1 SETBACK RADIUS	RM	JC	JC
A	07/12/13	ISSUED FOR REVIEW	RM	JC	JC

SCALE: AS SHOWN
ADD ADD # 13-1437

STATE OF TEXAS
RAJESH SEHGAL
88639
LICENSED
PROFESSIONAL ENGINEER
08/11/13

OVERALL SITE PLAN

Z-1



TRUE NORTH

1 ENLARGED SITE PLAN

FOR 24" X 36" PLOT - 1" = 5'
FOR 11" X 17" PLOT - 1" = 10'

NOTE:
ALL UTILITIES TO BE PLACED WITHIN DESIGNATED EASEMENT VERIFY WITH SURVEY OR BY OTHERS.

ALLPRO CONSULTING GROUP, INC.

APPLICANT
CAPITAL TELECOM

LUBBOCK HD0451, TX

5801 W LOOP 289
LUBBOCK, TX 79414-2309

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	08/11/13	FINAL ZD	RM	JG	JG
B	08/08/13	1:1 SETBACK RADIUS	RM	JG	JG
A	07/12/13	ISSUED FOR REVIEW	RM	JG	JG

SCALE: AS SHOWN

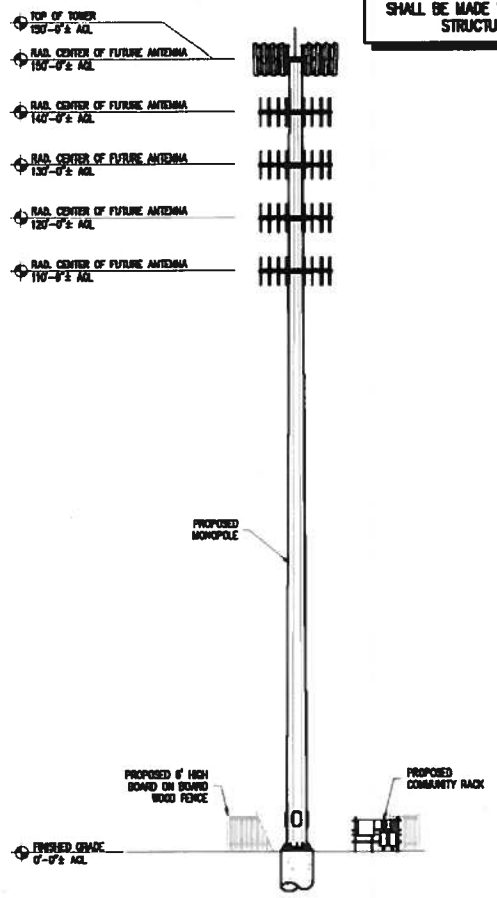
ACE JOB # 13-1437

STATE OF TEXAS
RAJESH SEHGAL
88639
LICENSED
PROFESSIONAL ENGINEER
08/11/13

ENLARGED SITE PLAN

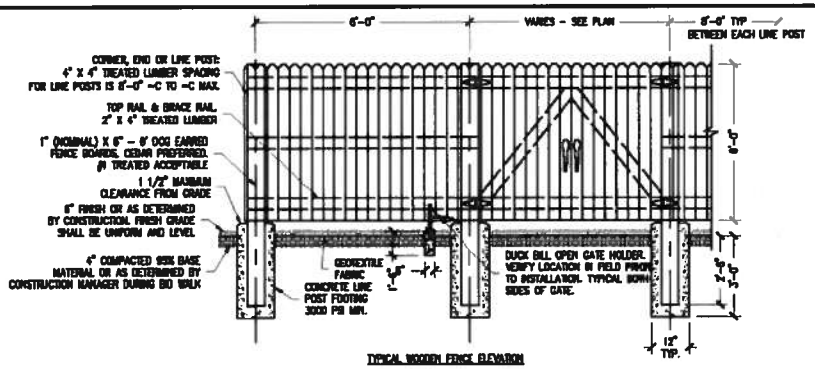
Z-2

ANALYSIS AND DESIGN OF TOWER AND FOUNDATION BY OTHERS. NO ERECTION OR MODIFICATION OF TOWER AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

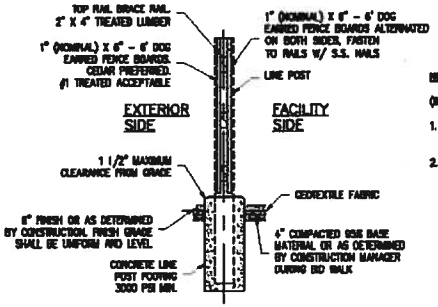


1 TOWER ELVATION

FOR 24" X 36" PLOT - 1/8" = 1'
FOR 11" X 17" PLOT - 1/16" = 1'



TYPICAL WOODEN FENCE ELEVATION



NOTES:

(INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F- 900)

1. USE GALVANIZED (OR BETTER) NUTS, BOLTS AND WASHERS TO MOUNT ALL SIGNS (SECURED THROUGH FENCE BOARDS).
2. ALL WORK SHALL CONFORM WITH THE PROJECT SPECIFICATIONS.

2 FENCE DETAIL
N.T.S.

ALLPRO CONSULTING GROUP, INC.

APPLICANT
CAPITAL TELECOM

LUBBOCK HD0451, TX

6801 W LOOP 289
LUBBOCK, TX 79414-2300

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	08/31/13	FINAL ZD	RM	JG	JG
B	08/28/13	51 SETBACK RADIUS	RM	JG	JG
A	07/12/13	ISSUED FOR REVIEW	RM	JG	JG

SCALE: AS SHOWN
ADD ADD # 13-1437

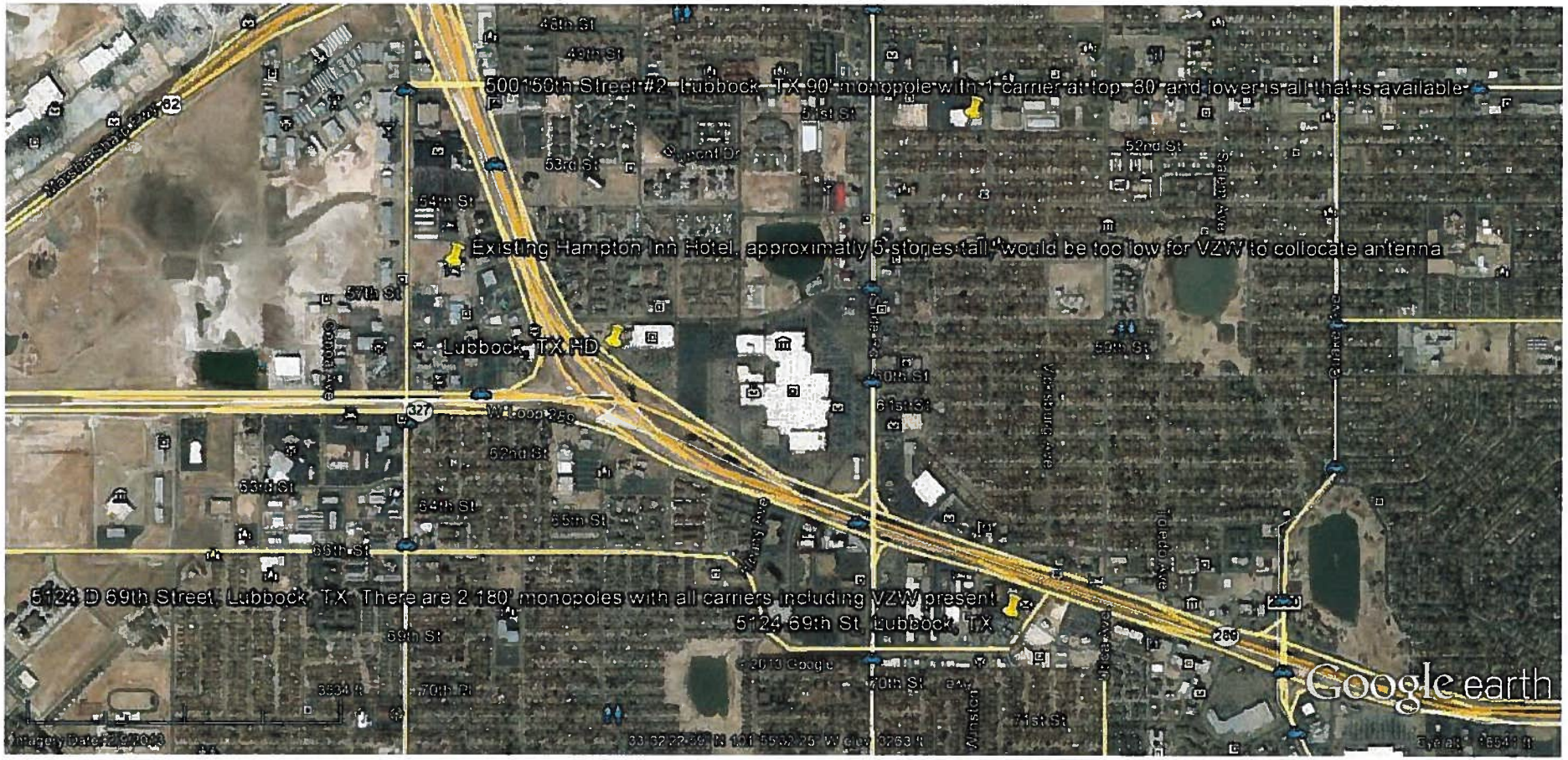
STATE OF TEXAS
RAJESH SEHGAL
88639
LICENSED
PROFESSIONAL ENGINEER
08/31/13

ELEVATION & FENCE DETAIL

DRAWING NUMBER
Z-3

Existing Towers
and
Structures

CAPITAL
TELECOM


500 50th Street #2, Lubbock, TX 90' monopole w/ (1) carrier at top, 80' and lower is all that is available
Existing Hampton Inn Hotel, approximately 5 stories tall, would be too low for VZW to collocate antenna
Lubbock, TX HD
5124 D 69th Street, Lubbock, TX There are 2 180' monopoles with all carriers including VZW present
5124 69th St, Lubbock, TX
Google earth

Capacity Map

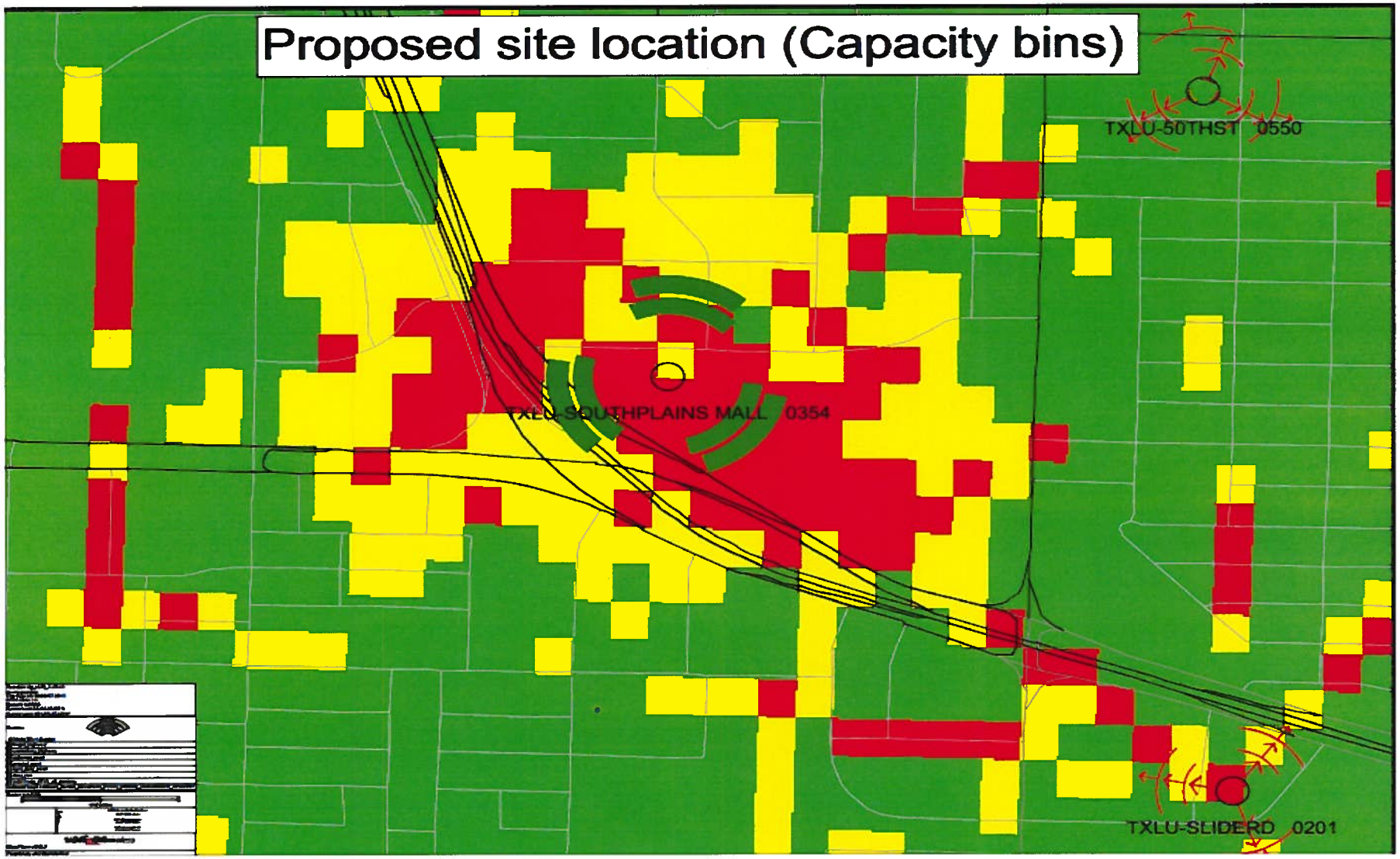
TXLU South Plains Mall

LTE Usage

Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Proposed site location with Capacity demand Map

Red = Areas of Highest Usage
Yellow = Areas of Medium Usage
Green = All other usage
This does not represent coverage



Request for Approval

CAPITAL
TELECOM

Request for a Specific Use Permit

- To construct a 150 foot Telecommunications Tower

CAPITAL TELECOM

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.:** ***1615-K***

In Favor of ____

Opposed X

RECEIVED
SEP 25 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Jency Thoma

Signature: Jency Thoma

Address: 5502 58th St., Suite 200

Address of Property Owned: 5502 58th Street, Suite 200, Lubbock

Zone Case Number: **1615-K** 27742
THOMA RUSSELL & JENCY
8506 SARATOGA AVE

LUBBOCK TX 79424

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

12

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.: *1615-K***

In Favor of ____

Opposed X

RECEIVED
OCT 03 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Jency Thoma

Signature: Jency Thoma

Address: 8506 Saratoga Ave, Lubbock TX

Address of Property Owned: 5502 58th Street, Suite 200 Lubbock

5 of 9

Zone Case Number: **1615-K** 27742
THOMA RUSSELL & JENCY
8506 SARATOGA AVE

LUBBOCK TX 79424

Regular City Council Meeting **6. 12.**

Meeting Date: 10/24/2013

Information

Agenda Item

Resolution - City Council: Consider a resolution recommending certain items for consideration by the City of Lubbock's Electric Utility Board regarding customer relations, rate stabilization, and the appointment of a Citizen Task Force in connection therewith.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Todd Klein, Councilman, District 3

Attachments

Resolution - LP&L

RESOLUTION

WHEREAS, the City Council of the City of Lubbock desires that local customers of Lubbock Power & Light have a positive, courteous, and prompt customer relations experience in connection with their electric service; and

WHEREAS, the Electric Utility Board has been given exclusive authority under the City of Lubbock Charter to govern, manage, and operate the City of Lubbock's electric utility; and

WHEREAS, the City Council of the City of Lubbock desires to make specific recommendations to the Electric Utility Board to enhance the Lubbock Power & Light customer experience, including the possible creation of a Customer Relations Ombudsman, whose primary duty would be to orchestrate the entire customer service experience to ensure that actions and responses by the utility to local customers is of the highest quality and respect; and

WHEREAS, additional recommendations for consideration by the Electric Utility Board to improve customer service to the ratepayer include the review and update of the Customer Rights enumerated by the utility in order to strengthen them, and make them more understandable and friendly to the consumer, as well as exploring the possibility of instituting affordability programs that could offer assistance to the disadvantaged elderly, disabled and low-income customers with children, and other individuals having difficulty paying their electric utility bills; and

WHEREAS, the City Council of the City of Lubbock further desires that the Electric Utility Board consider developing, recommending, and implementing a rate stabilization model that will smoothen the effects of natural forces on, and volatility of, electric rates; and

WHEREAS, the City Council of the City of Lubbock finds value in citizen input, it is further desired by the City Council that the Electric Utility Board appoint a Citizen Task Force, comprised primarily of Lubbock citizens not otherwise members of the Electric Utility Board, to assist in the development of, and recommendations concerning, the proposals set forth herein; NOW THEREFORE:

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

1. THAT, in recognition of the Electric Utility Board's authority to govern, manage, and operate the City's electric utility, the City Council of the City of Lubbock hereby recommends to the Electric Utility Board the following items for its consideration, with the express purpose of improving customer relations with the local ratepayer, and rate stabilization:

    a. the creation of a Customer Relations Ombudsman for Lubbock Power & Light;

b. the review and update of the Customer Rights statement currently in place for Lubbock Power & Light, with an intent to strengthen them, making them more understandable, and more consumer friendly;

c. a review of options available to Lubbock Power & Light and the City of Lubbock with respect to affordability programs to assist individuals in paying their electric utility bills.

d. the development, recommendation, and implementation of a electric rate-stabilization model.

2. THAT, a copy of this Resolution be delivered by the City Manager to each member of the Electric Utility Board for consideration of the measures set forth herein.

Passed by the City Council of the City of Lubbock on this, the _____ day of October, 2013.

_____
GLEN C. ROBERTSON, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Todd Klein, District 3 Councilman

Reso.EUB Customer Srvs Recom (4)
10.16.13

Regular City Council Meeting **6. 13.**

Meeting Date: 10/24/2013

Information

Agenda Item

City Council: Consider and possibly take action on waiving the attorney/client privilege in connection with the report presented to council by Mr. Tom Riney on July 15, 2013.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **6. 14.**

Meeting Date: 10/24/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider five appointments to the Electric Utility Board, and four appointments to the Planning & Zoning Commission.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Regular City Council Meeting **7. 1.**

Meeting Date: 10/24/2013

Information

Agenda Item

Discuss potential options for limiting or prohibiting texting while driving.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **7. 2.**

Meeting Date: 10/24/2013

Information

Agenda Item

Discuss a publicity campaign to raise public awareness, by any and all means, of the dangers of distracted, aggressive or reckless driving within the City of Lubbock and consider taking action to implement such a campaign.

Item Summary

Fiscal Impact

Staff/Board Recommending

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:

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- 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.