

**City of Lubbock, Texas
Regular City Council Meeting
Thursday, November 29, 2012**

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



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

<http://www.mylubbock.us>

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

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2025 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.3.3

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

1. Executive Session

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.071 (a), to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Electric Utility Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Emergency Communications District Board of Managers, and Urban Renewal & Neighborhood Redevelopment Commission.
1. 2. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
 1. 2. 1. Concerning Chapters 380, 501 and 504 of the Texas Local Government Code; Article 3, Sections 52 and 52-a of the Texas Constitution; the contract with Market Lubbock, Inc. and any amendments thereto, the Articles of Incorporation and Bylaws of Market Lubbock, Inc.; the Articles of Incorporation of Lubbock Economic Development Alliance and the Bylaws of Lubbock Economic Development Alliance.
 1. 2. 2. Robert E. Campbell, Maria-Joaquina Womack and Aurora Joy Campbell-Ortega v. Clinton Lewis and Jeffery Steven Simpson, Both in their individual and official Capacities as Police Officers for the City of Lubbock, Texas, and City of Lubbock. Civil No. 5:11-CV-00116-C; United States District Court, Northern District of Texas, Lubbock Division.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.
 1. 3. 1. City Attorney
 1. 3. 2. City Manager
 1. 3. 3. City Secretary

2. **Proclamations and Presentations**

2. 1. Invocation by Dr. Wyatt Fenno, Westmont Christian Church.

2. 2. Pledges of Allegiance.

2. 3. Presentation of a special recognition for the volunteers who participated in the Veterans Honor Flight.

2. 4. Appointments Advisory Board:

Judith Keller

Citizens Traffic Commission:

Paige Holland

Health & Educational Facilities Development Corporation:

Dr. Cynthia Dunn

Marlise Hernandez

Lubbock Economic Development Alliance Board of Directors:

Jim Gilbreath

Market Lubbock, Inc. Board of Directors:

Jim Gilbreath

Planning & Zoning Commission:

Dan Wilson

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 the availability of synthetic marijuana in local smoke shops.

4. **Minutes**

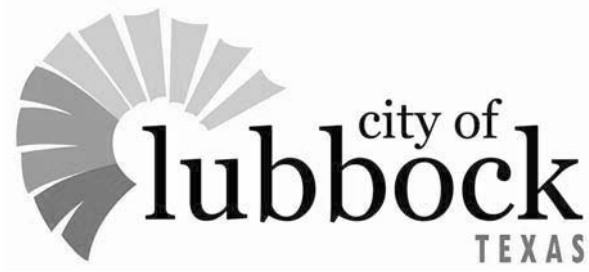
4. 1. October 9, 2012 Special City Council Meeting (Audit & Investment)
October 25, 2012 Regular City Council Meeting
October 31, 2012 Special City Council Meeting (Economic Forecast)
November 2, 2012 Special City Council Meeting (Pinning Ceremony)

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

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 10 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funds from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; respecting the Criminal Investigation Special Revenue Fund, fund 142.
5. 2. **Budget Ordinance Amendment 2nd Reading – Finance:** Consider Budget Ordinance 2012-00127 Amendment 9 amending the Adopted FY 2012-13 Budget respecting the General Fund, Fund 100, and respecting the Donations Fund, Fund 148.
5. 3. **Resolution - Finance:** Consider a resolution authorizing the City Manager to cause publication of the public hearing on the proposed designation of a Reinvestment Zone and to deliver the Notice of Intent.
5. 4. **Contract Resolution - Finance:** Consider a resolution authorizing the Mayor to execute a service agreement between the City of Lubbock and Wells Fargo Merchant Services to provide merchant card services, RFP 12-10949-DT.
5. 5. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute unit price contract 10839 with Allen Butler Construction, Inc., of Ransom Canyon, Texas, for repair of the erosion on the dry side of the John T. Montford Dam, RFP 12-10839-MA.
5. 6. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute an agreement with S&S Commercial Properties for the paving of the City’s unpaved portion of 66th Street East of Iola Avenue.
5. 7. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute unit price Contract 10964 with Lone Star Dirt and Paving, Ltd., for strip paving of 114th Street between Memphis Avenue and Indiana Avenue, BID 12-10964-CI.
5. 8. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Job Order Contract 13-11040-JOC with Talon/LPE of Amarillo, Texas, for the demolition of residential properties on Milwaukee Avenue.
5. 9. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 9835 with Archer Western Contractors, Ltd., for the construction of the Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project.
5. 10. **Ordinance 1st Reading - Public Works Engineering:** Consider an ordinance amending Section 30.03.008 of the Code of Ordinances with regard to adopting the latest Federal Emergency Management Agency (FEMA) Flood Insurance Study and Flood Insurance Rate Maps and making associated changes; adding a definition of Base Flood Elevation.
5. 11. **No Surface Access Geophysical Permit Resolution-Right-of-Way:** Consider a resolution authorizing the Mayor to execute a no surface access geophysical permit with Santo Petroleum, L.L.C., on City owned property in Lubbock County, Texas, 5114 East F.M. 1585.
5. 12. **Ordinance 1st Reading – Right-of-Way:** An ordinance abandoning and closing two drainage easements located in Section 36, Block AK, Lubbock County, Texas, 6301 Spur 327.

5. 13. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a portion of a drainage easement located in Tract A, Tuscany Place, an addition to the City of Lubbock, Texas, 6312 73rd.
5. 14. **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31012866 with Randall Reed's Prestige Ford for light duty vehicles per ITB 13-11009-RH.
5. 15. **Contract Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Job Order Contract 13-10944-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the demolition of the former Health Department located at 1902 Texas Ave.
5. 16. **Contract Resolution - Information Technology / Police Department:** Consider a resolution authorizing the Mayor to execute purchase order Contract 94000003 with L-3 Communications Mobile-Vision, Inc. for the purchase of three AlertVu Automatic License Plate Recognition Systems for Parking Control.
5. 17. **Resolution - Risk Management:** Consider a resolution authorizing the City Manager to amend the City's workers' compensation coverage through Texas Political Subdivisions Workers' Compensation Joint Self-Insurance.
5. 18. **Resolution - Community Development:** Consider a resolution granting the waiver of Payment in Lieu of Taxes (PILOT) for FY 2012 for the Lubbock Housing Authority (LHA).
5. 19. **Ordinance 2nd Reading - Planning:** Zone Case 3192 Ordinance 2012-00128 Consider a request of Michael Diaz for a zoning change from C-2 & C-3 to C-4 limited to a tattoo studio and all C-2 permitted uses on Lot 9 and the west 48.5 feet of Lot 8, Block 1, Highland Place Addition, 4025 34th Street.
6. **Regular Agenda**
 6. 1. **Continued Public Hearing 6:30 p.m. - Planning:** Zone Case 3189 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 for a Dollar General store on Lot 1, Block 1, Morning View Addition, 4011 East 4th Street, and to consider an ordinance.
 6. 2. **Continued Public Hearing 6:30 p.m. - Planning:** Zone Case 3191 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 Specific Use for a Dollar General store on Lot 2, Block 1, Morning View Addition, 4011 East 4th Street, and consider an ordinance.
 6. 3. **Public Hearing 6:30 p.m. - Planning:** Zone Case 1947-G Hold a public hearing to consider a request of Matt Sefcik for Lubb Inc., for a zoning change from IHC Interstate Commercial to A-2 high density apartments for garden style apartment units on Tract A-1, Ana's Garden Addition, 5820 34th Street, and consider an ordinance.
 6. 4. **Public Hearing 6:30 p.m. - Planning:** Zone Case 2984-H Hold a public hearing to consider a request of CMS Properties for S&S Commercial Properties, Ltd., for a zoning change from A-1 and C-3 to A-2 for apartments on 17.91 acres of unplatted land out of Block AK, Section 38, south of 34th Street and west of Milwaukee Avenue, and consider an ordinance.
 6. 5. **Public Hearing 6:30 p.m. - Planning:** Zone Case 3193 Hold a public hearing to consider a request of Albert Skibell, Inc., for a zoning change from T to C-3 on 13.156 acres of unplatted land out of Block E-2, Section 21, northeast corner of 130th Street and Indiana Avenue, and consider an ordinance.

- 6. 6. **Public Hearing 6:30 p.m. - Planning:** Zone Case 3194 Hold a public hearing to consider a request of West Texas Engineering, LLC, for RBA Investments, LLC, for a zoning change from R-1 to C-2 for a Dollar General store on 1.442 acres of unplatted land out of Block E, Section 9, 1611 82nd Street, and consider an ordinance.
- 6. 7. **Ordinance Amendment 2nd Reading- City Council:** Consider Ordinance 2012-00129 amending Chapter 2 of the Code of Ordinances of the City of Lubbock, Texas, with regard to duties of the City Secretary of the City of Lubbock; providing a savings clause; and providing for publication.
- 6. 8. **Budget Ordinance Amendment 2nd Reading – City Council:** Consider Budget Ordinance 2012-00130 Amendment 8 amending the Adopted FY 2012-13 Budget respecting the General Fund by transferring three positions from City Council Office to City Secretary's Office; amending the payroll and benefits in the City Council Office; and amending the payroll and benefits in the City Secretary's Office.
- 6. 9. **Resolution - City Council:** Consider a resolution authorizing the Mayor and City Council to call upon the Texas Legislature to reexamine the public school accountability system in Texas.
- 6. 10. **Contract of Sale Resolution-Libraries:** Consider a resolution authorizing the Mayor to execute a commercial contract of sale between the City of Lubbock and Platinum Bank for the acquisition of Lots 103, 104, and the west 71' of Lot 105, Indian Acres Addition, to the City of Lubbock, for the new Godeke Library site, 3838 50th Street.
- 6. 11. **Resolution - City Attorney:** Consider a Compromise Settlement Agreement and Release of all Claims in Cause No. 2011-558,674, 237th District Court of Lubbock County, Texas, styled Robert S. Heinsch v. City of Lubbock.
- 6. 12. **Board Appointments - City Secretary:** Consider one appointment to the Board of Health, one appointment to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, four appointments to the Electric Utility Board, two appointments to the Libraries Board, three appointments to the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, two appointments to the Lubbock Economic Development Alliance, Inc. Board of Directors, one appointment to the Lubbock Emergency Communications Board of Managers, two appointments to Market Lubbock, Inc. Board of Directors, one appointment to the Model Codes & Construction Advisory Board, and one appointment to the Urban Renewal & Neighborhood Redevelopment 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. Hear and discuss a presentation by the Ad Hoc Storm Water Rate Review Committee regarding their recommendations.
 - 7. 2. Hear and discuss a presentation by the Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc., on proposals in regard to communication, reporting, involvement and oversight by the City Council on economic development activities, programs and projects, including related statutory, contractual and budgetary issues.



Regular City Council Meeting

1. 1.

Meeting Date: 11/29/2012

Submitted By: Thomas Harris, City Secretary

Information

Summary

Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.071 (a), to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, Electric Utility Board, Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, Lubbock Emergency Communications District Board of Managers, and Urban Renewal & Neighborhood Redevelopment Commission.

Attachments

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, NOVEMBER 29, 2012 - EXECUTIVE SESSION

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

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 11/12/2012

Sorted: No Preference

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

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

**CENTRAL BUSINESS DISTRICT TAX INCREMENT FINANCING
REINVESTMENT ZONE**

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

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

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

APPOINTMENT INFORMATION:

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

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Mike Davis

Central Business District Tax Increment Financing

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

Committee #80 Central Business District Tax Increment Financing

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

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

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

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

Council consensus - Members can serve more than 2 terms.

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

Last Update:10/25/2012

ELECTRIC UTILITY BOARD

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

PURPOSE:

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

APPOINTMENT INFORMATION:

Member Name &

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

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Positions were not considered by the Board.

ELECTRIC UTILITY BOARD RECOMMENDATIONS:

See attached EUB Resolution

Sorted: By Preference

Electric Utility Board-Charter

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

RESOLUTION

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

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

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

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

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

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

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

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

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

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

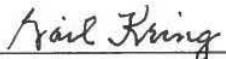
THOMAS MULKEY

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

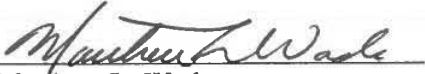
Passed by the Electric Utility Board this 23 day of OCTOBER, 2012.


Mike Davis, Chairman

ATTEST:


~~Emilio Abeyta~~, Board Secretary - **ACTING**
GAIL KRINGS

APPROVED AS TO FORM:


Matthew L. Wade
General Counsel- LP&L

Committee #105 Electric Utility Board-CharterPerm./Temp. Board: **P**

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

Chair/Pres: Mike Davis
Vice Chair/V.P.: Gail Kring
Sec./Treasurer: Emilio Abeyta

Staff Liaison: Gary Zheng
Term: 2 Years
Ex-Officio Mbr.: Mayor or Mayor's Appointee

Created by Charter Amendment-Nov 2004.

Ord 2004-00152 states no more than 3 two-year terms. Terms served for one year or less do not apply to 3 two-year term limit.

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

Last Update:10/24/2012

Committee #105 Electric Utility Board-Charter

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

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

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

Created by Charter Amendment-Nov 2004.

Ord 2004-00152 states no more than 3 two-year terms. Terms served for one year or less do not apply to 3 two-year term limit.

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

Last Update:10/24/2012

Lubbock Business Park TIF Reinvestment Zone
Board of Directors

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

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

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

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Gillit, Les (M,A,5)	100%	Y	Reappoint
Henry, Sandy (F,A,3)	100%	Y	Reappoint
McKay, Kenny (M,A,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Les Gillit and Sandy Henry

To replace Kenny McKay:

John Osborne (M,A,0) LEDA / MLI

City of Lubbock
 Board and Commission Recruiting Database
 Updated: 11/12/2012
 Sorted: By Preference

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

Lubbock Business Park TIF Reinvestment Zone

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
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First Preference:

1211		Osborne	John	M	A		40-49	President & CEO	LEDA / MLI	0
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Second Preference:

Third Preference:

Fourth Preference:

Fifth Preference:

Sixth Preference:

Committee #124 Lubbock Business Park TIF Reinvestment Zone

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

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

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

LUBBOCK EMERGENCY COMMUNICATION DISTRICT
BOARD OF MANAGERS

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

PURPOSE:

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

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

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attendance</u>	<u>Eligible</u>	<u>Action</u>
Foster, Richard (M,A,5)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Richard Foster

City of Lubbock
Board and Commission Recruiting Database

Updated: 10/27/2012

Sorted: By Preference

Key: CS - Presently serving on board(s)

X - Prior service on board(s)

PCI - Possible Conflict of Interest

T - Temporary

LECD Board of Managers

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

Committee #17 LECD Board of Managers

Perm./Temp. Board: P

Confidential?

Home

Business

*Reappt
Elig.*

Curr: 1/27/2011 - 1/1/2013

**Foster
Mr. Richard**

N 5002 100th Street
Lubbock TX 79424

2nd: -
1st: -

Y (806) 698-6207

Fax:

CELL

E-mail

Retired

Curr: 1/1/2012 - 1/1/2014

**Hailey
Mr. Steve**

Y 7806 Quincy Avenue
Lubbock TX 79424

2nd: 1/1/2010 - 1/1/2012
1st: 2/28/2008 - 1/1/2010

Y (806) 798-1210
(806) 445-6033 **CELL**

Fax:

E-mail

Chair/Pres:	Staff Liaison: N/A
Vice Chair/V.P.:	Term: 2 Years
Sec./Treasurer: N/A	Ex-Officio Mbr.: Mike Coke
Legal Entity - No limit to number of reappointments.	

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

Last Update:10/27/2012

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

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

PURPOSE:

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

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

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Morris, Daniel (M,A,6)	Engineer	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Marcus Borhani (M,O,6)¹ X-Fab Texas, Inc.

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

Urban Renewal / Neighborhood Redevelopment Commission

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

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

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

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

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

Last Update:10/29/2012

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

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

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

Regular City Council Meeting

4. 1.

Meeting Date: 11/29/2012

Information

Agenda Item

October 9, 2012 Special City Council Meeting (Audit & Investment)
October 25, 2012 Regular City Council Meeting
October 31, 2012 Special City Council Meeting (Economic Forecast)
November 2, 2012 Special City Council Meeting (Pinning Ceremony)

Attachments

10.9.2012

10.25.2012

10.31.2012

11.2.2012

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 9, 2012
3:30 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 9th of October, 2012, in the City Council Conference Room, Suite 201, 1625 13th Street, Lubbock, Texas at 3:30 p.m.

3:53 P.M. CITY COUNCIL CONVENED

City Council Conference Room, Suite 201, 1625 13th Street, Lubbock, Texas

Present: Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Latrelle Joy; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; Assistant City Attorney Mitch Satterwhite

Absent: Mayor Glen C. Robertson; Council Member Victor Hernandez; Council Member Floyd Price

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

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

- 2.2-3.2
- *Items 1.1 and 2.1 were deleted.*

1. MINUTES

1. 1. Consider Minutes from the previous Audit & Investment Committee Meeting on September 11, 2012.

*** This item was deleted.**

2. REGULAR AGENDA

2. 1. Consider August Investment Report

*** This item was deleted.**

2. 2. Consider Audit #1208 - Annual Audit Plan

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

Mark Yearwood reported that the Annual Audit Plan would be delayed pending this week's City Council action for a budget amendment which, if accepted, would modify the Plan to reflect the appropriate number of staff per audits.

The Committee asked to receive a monthly status report of the audit plan that includes a deadline with date

of submittal to management, and an anticipated start date of a month to keep up with estimated completion dates and accomplishments throughout the year.

3. WORK SESSION

3. 1. Monthly Financial Snapshot

Pam Moon, Director of Accounting, gave comments and answered questions from the Committee.

3. 2. Schedule next board meeting date - suggested date is Tuesday, December 11, 2012.

The next scheduled board meeting will be Tuesday, November 6, 2012 at 4:00 p.m.

4:20 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 25, 2012
3:00 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 25th of October, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

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

Absent: Mayor Glen C. Robertson

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

- *Executive Session; 2.1-2.6; Citizen Comments (3.1-3.3); Sign-ups (3.4); 4.1; 5.1-5.2; 5.4-5.20; 5.22-5.26; 5.3; 5.21; 6.1; 6.3-6.8.1; 6.10; and 7.1.*
- *6.3-6.4 were postponed to the November 29, 2012 City Council Meeting.*
- *Items 6.2 and 6.9 were deleted.*

1. Executive Session

The meeting was called into a closed public session at 3:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into 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. Cause 2011-558,674 Robert Heinsch v. City of Lubbock.
1. 2. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071(2), to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
1. 2. 1. Advance Funding Agreement with the Texas Department of Transportation for the construction of Slide Road from Marshall Street to U.S. 84.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.
1. 3. 1. City Manager
1. 3. 2. City Secretary

1. 3. 2. 1. Deputy City Secretary

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

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Health & Educational Facilities Development Corporation Board of Directors, and the Planning & Zoning Commission.

2. Proclamations and Presentations

2. 1. Invocation by Minister Morgan Stripling, Third Street Church of Christ.

Minister Morgan Stripling, Third Street Church of Christ, led the invocation.

2. 2. Pledges of Allegiance.

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

2. 3. Presentation of a special recognition designating October as Domestic Violence Month.

Mayor Pro Tem Karen Gibson presented a special recognition designating October as Domestic Violence Month. Chris Clemens and Aaron Beard, with Verizon Wireless; and Reggie Dial, with Women's Protective Services, appeared to accept the recognition. Mr. Clemens gave comments and presented Women's Protective Services with a \$15,000 grant.

2. 4. Presentation of a special recognition to Chuck Barron, LP&L Meter Reader for his outstanding service.

Mayor Pro Tem Karen Gibson presented a special recognition to Chuck Barron, LP&L Meter Reader, for his outstanding service. Mr. Barron went above and beyond the call of duty while helping an injured citizen to safety.

2. 5. Presentation of a special recognition designating November 1 - 30, 2012, as National Adoption Month, and recognizing November 16, 2012, as the National Day of Adoption.

Mayor Pro Tem Karen Gibson presented a special recognition designating November 1-30, 2012, as National Adoption Month and recognized November 16, 2012, as the National Day of Adoption. Bet Ribordy, Amber Fischer, and Thomas Harris III, Deputy City Secretary for the City of Lubbock, appeared to accept the recognition. Ms. Fischer gave comments on adoption.

2. 6. Airport Board:
Brett Underwood

Appointments Advisory Board:
Keith Patrick

Building Board of Appeals:
Lisa Alexander
Lance Landusky (unable to attend)
Robert Wood (unable to attend)

Citizens Traffic Commission:

Bill Bates

Model Codes & Construction Advisory Board:

Larry Driskill

Scott Stephens (unable to attend)

Rusty Thoma, Jr.

StarCare Board of Trustees:

William Carter

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. Randy Christian will appear before the City Council to discuss the launch of the new American Cancer Society 20 year cancer study.

Randy Christian appeared before Council to discuss the launch of the new American Cancer Society 20 year cancer study.

3. 2. Jason Berryman of Ink Fluence, will appear before the City Council to discuss a variance needed on allowing temporary locations for tattoo business, specifically speaking of Code of Ordinances, Section 8.10.005.

Jason Berryman appeared before Council to discuss specific wording in the Code of Ordinances relating to tattoo shows and a possible variance for such shows.

3. 3. Toshia Humphries of Lubbock Full Tilt, will appear before the City Council to discuss a variance needed on allowing temporary locations for tattoo business, specifically speaking of Code of Ordinances, Section 8.10.005.

Toshia Humphries appeared before Council to discuss the benefits of a tattoo show in the city of Lubbock.

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

- LeEarl Bryant appeared before Council to discuss speed limits, City salaries, and libraries.
- David Stewart appeared before Council to discuss non-profit agencies and flood zones.
- Leo Padgett appeared before Council to speak in opposition of smart meters.
- Jerry Robinson appeared before Council to speak in opposition of items 6.3 and 6.4 (Zone Case 3189 and Zone Case 3191).

4. **Minutes**

4. 1. September 27, 2012, Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve the September 27, 2012 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve items 5.1-5.2; 5.4-5.20; and 5.22-5.26.

Vote: 6 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2012-O0121, Amendment 5, amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funding from the South Plains Association of Governments(SPAG) for the 2012-13 Regional Solid Waste Grants Program; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Teaching Kids to Be Street Smart Grant.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance 2012-O0119, Amendment 3, amending the FY 2012-13 Budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92153, Replace Passenger Loading Bridges; Capital Improvement Project 92191, Airport Facilities Improvements; Capital Improvement Project 8552, Airfield Asphalt Repairs; Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design; and Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction.

5. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance 2012-O0120, Amendment 4, amending the adopted FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund as recommended by the Electric Utility Board on September 18, 2012, by establishing Capital Improvement Project 92319, 230 kV Transmission Loop; and by establishing Capital Improvement Project 92320, Substation Breaker Replacements.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0120.

Vote: 5 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 4. **Resolution - Finance :** Resolution No. 2012-R0392 authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp for rights, title, and interest into and under Appendix 8872-231, Part 1 Equipment List in the amount of \$2,326,899 and Part 2 Payment Schedule to the Master Lease Agreement to Capital One Public Funding, LLC.

5. 5. **Resolution - Finance** : Resolution No. 2012-R0393 authorizing the Mayor to execute a Notice and Acknowledgment of Assignment and Sale with Banc of America Public Capital Corp for rights, title, and interest into and under Appendix 8872-233, Part 1 Equipment List in the amount of \$4,931,100 and Part 2 Payment Schedule to the Master Lease Agreement to Capital One Public Funding, LLC.
5. 6. **Ordinance Amendment 1st Reading - Public Works Traffic Engineering** : Ordinance No. 2012-00122 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.
5. 7. **Resolution - City Secretary** : Resolution No. 2012-R0394 authorizing the Mayor to execute a contract with the Department of State Health Services (DSHS) for on-line vital statistics services.
5. 8. **Contract Resolution - Information Technology**: Resolution No. 2012-R0395 authorizing the Mayor to execute purchase order contract 33000302 with Abacus Computers, Inc. for the purchase of a Storage Area Network (SAN), Servers, Enclosure, Controller, and Licenses.
5. 9. **Contract Resolution - Information Technology**: Resolution No. 2012-R0396 authorizing the Mayor to execute purchase order contract 94000001 with M&S Technologies for the purchase of data networking equipment.
5. 10. **Resolution - Telecommunications** : Resolution No. 2012-R0397 authorizing the Mayor to execute purchase order contract 33000301 with AT&T Global Services for telephone software and hardware annual maintenance service agreement.
5. 11. **Resolution - Fire Department** : Resolution No. 2012-R0398 to authorize the Mayor to execute contract 10984, with the Texas Division of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG) Award.
5. 12. **Resolution - Benefits** : Resolution No. 2012-R0399 to authorize the Mayor to approve changes to the City of Lubbock Employee Benefit Plan administered by Blue Cross Blue Shield of Texas.
5. 13. **Resolution - Planning** : Resolution No. 2012-R0400 authorizing the Mayor to execute a variance to the applicable provisions of City of Lubbock Ordinance 2009-O0060 at the following location: Capital Pizza of Texas, 2705 26th Street, Lubbock, Texas.
5. 14. **Resolution - Community Development** : Resolution No. 2012-R0401 authorizing the Mayor to execute contract 10985, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Community Development Block Grant (CDBG).
5. 15. **Resolution - Community Development** : Resolution No. 2012-R0402 authorizing the Mayor to execute contract 10986, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Home Investment Partnerships Grant (HOME).
5. 16. **Resolution - Community Development** : Resolution No. 2012-R0403 authorizing the Mayor to execute contract 10987, and all related documents, between the City of Lubbock and the U. S. Department of Housing and Urban Development (HUD) for the Emergency Solutions Grant (ESG).
5. 17. **Resolution - Community Development** : Resolution No. 2012-R0404 authorizing the Mayor to execute a Community Development Funding Contract 10988, and all related documents between, the City of Lubbock and the Lubbock Boys and Girls Clubs from the Community Development Block Grant (CDBG) to fund the Youth Summer Program.

5. 18. **Resolution - Community Development** : Resolution No. 2012-R0405 authorizing the Mayor to execute a Community Development Funding Contract 10990, and all related documents between the City of Lubbock and Communities In Schools on the South Plains from the Community Development Block Grant (CDBG) to fund the Champions Program, an in-school program to help youth stay in school.
5. 19. **Resolution - Community Development** : Resolution No. 2012-R0406 authorizing the Mayor to execute a Community Development Funding Contract 10991, and all related documents between the City of Lubbock and the Community Health Center of Lubbock from the Community Development Block Grant (CDBG) for dental care services.
5. 20. **Resolution - Community Development** : Resolution No. 2012-R0407 authorizing the Mayor to execute a Community Development Funding Contract 10993, and all related documents between the City of Lubbock and Texas Tech University Early Head Start from the Community Development Block Grant (CDBG) to supplement child care services.
5. 21. **Resolution - Community Development** : Resolution No. 2012-R0413 authorizing the Mayor to execute a Community Development Funding Contract 10992, and all related documents, between the City of Lubbock and WorkForce Solutions South Plains from the Community Development Block Grant (CDBG) for child care services.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Resolution No. 2012-R0413.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 22. **Resolution - Community Development** : Resolution No. 2012-R0408 authorizing the Mayor to execute a Community Development Funding Contract 10994, and all related documents, between the City of Lubbock and the Young Women's Christian Association (YWCA) of Lubbock from the Community Development Block Grant (CDBG) for child care services and an educational/recreational program.
5. 23. **Resolution - Community Development** : Resolution No. 2012-R0409 authorizing the Mayor to execute a Community Development Funding Contract 10998, and all related documents, between the City of Lubbock and the Alcoholic Recovery Center from the Emergency Solutions Grant (ESG) for emergency shelter operations.
5. 24. **Resolution - Community Development** : Resolution No. 2012-R0410 authorizing the Mayor to execute a Community Development Funding Contract 10999, and all related documents, between the City of Lubbock and Family Promise of Lubbock from the Emergency Solutions Grant (ESG) for emergency shelter operations.
5. 25. **Resolution - Community Development** : Resolution No. 2012-R0411 authorizing the Mayor to execute a Community Development Funding Contract 10995, and all related documents, between the City of Lubbock and the Salvation Army, a Georgia Corporation, from the Emergency Solutions Grant (ESG) for street outreach, emergency shelter operations (essential services), homeless prevention and rapid re-housing.

5. 26. **Resolution - Community Development** : Resolution No. 2012-R0412 authorizing the Mayor to execute a Community Development Funding Contract 10996, and all related documents, between the City of Lubbock and Women’s Protective Services from the Emergency Solutions Grant (ESG) for emergency shelter essential services.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Finance:** Hold a public hearing for the City Council to consider the creation of a Public Improvement District (PID) for Kelsey Park; generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

Mayor Pro Tem Karen Gibson closed the public hearing (from the October 11, 2012 Regular City Council Meeting) at 7:10 p.m.

Public hearing only. No other action was taken on this item.

6. 2. **Resolution - Finance:** Consider a Resolution making findings and authorizing establishment of the Kelsey Park Public Improvement District generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

This item was deleted.

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

Matthew Perkins, Planning and Zoning Manager, gave comments and answered questions from Council.

Mayor Pro Tem Karen Gibson opened the public hearing at 7:11 p.m.

June Fletcher, Robert Fletcher, Jerry Robinson, and LeEarl Bryant appeared before Council to speak in opposition.

Mayor Pro Tem Karen Gibson closed the public hearing at 7:36 p.m.

It was the consensus of the Council to postpone this item until the November 29, 2012 Regular City Council Meeting.

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

Matthew Perkins, Planning and Zoning Manager, gave comments and answered questions from Council.

Mayor Pro Tem Karen Gibson opened the public hearing at 7:11 p.m.

June Fletcher, Robert Fletcher, Jerry Robinson, and LeEarl Bryant appeared before Council to speak in opposition.

Mayor Pro Tem Karen Gibson closed the public hearing at 7:36 p.m.

It was the consensus of the Council to postpone this item until the November 29, 2012 Regular City Council Meeting.

- 6. 5. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 2012-00123, Zone Case 3126-A request of Hugo Reed and Associates, on behalf of Prestwick, LLC, for a zoning change from GO and T to IHI on 8.3 acres of unplatted land, out of Block AK, Section 20, approximately the 6100 Block of 130th Street, and consider an ordinance.

Matthew Perkins, Planning and Zoning Manager, gave comments and answered questions from Council.

Mayor Pro Tem Karen Gibson opened the public hearing at 7:43 p.m.

Terry Holeman, Director of Development Services with Hugo Reed and Associates, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Pro Tem Karen Gibson closed the public hearing at 8:01 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Ordinance No. 2012-00123.

Vote: 6 - 0 Motion carried

- 6. 6. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 2012-00124, Zone Case 2104-I request of JDMA (for Rick's Tire Warehouse) for a zoning change from C-2 to C-3 for a tire and wheel shop on Lots D-3 through D-5, Woodland Park Addition, 7819 Slide Road, and consider an ordinance.

Matthew Perkins, Planning and Zoning Manager, gave comments and answered questions from Council.

Mayor Pro Tem Karen Gibson opened the public hearing at 8:04 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Karen Gibson closed the public hearing at 8:04 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-00124.

Vote: 6 - 0 Motion carried

- 6. 7. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 2012-00125, Zone Case 3081-A request of Zach Sawyer, on behalf of Clayton Isom, for a zoning change from GO to A-2 Specific Use for apartments on Lots 1 and 2, Block 120, Overton Addition, 1801 Main Street, and consider an ordinance.

Dennis Carrizales, Planner, gave comments and answered questions from Council.

Mayor Pro Tem Karen Gibson opened the public hearing at 8:07 p.m.

No one appeared to speak in favor or opposition.

Mayor Pro Tem Karen Gibson closed the public hearing at 8:07 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0125.

Vote: 6 - 0 Motion carried

- 6. 8. Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2012-O0126, Amendment 6, amending the Adopted FY 2012-13 Budget respecting the Capital Program to amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve Ordinance No. 2012-O0126.

Vote: 6 - 0 Motion carried

- 6. 8. 1. Contract Amendment Resolution – Public Works Engineering :** Resolution No. 2012-R0414 authorizing the Mayor to sign an Advance Funding Agreement with the Texas Department of Transportation for the construction of Slide Road from Marshall Street to U.S. 84.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0414 with an amendment to read as follows:

- Article 3.I. - Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due by the Local Government, the State, or the Federal government will be promptly paid by the owning party. Notwithstanding anything herein to the contrary, if, after final Project accounting, excess funds remain in the escrow account, those funds shall be promptly refunded to the Local Government.

Vote: 6 - 0 Motion carried

- 6. 9. Resolution - Municipal Court :** Consider a resolution authorizing the Mayor to review and adjust the salary of the Presiding Judge of the Municipal Court of record annually as part of the City budget process.

This item was deleted.

- 6. 10. Board Appointments - City Secretary :** Consider one appointment to the Airport Board, two appointments to the Appointments Advisory Board, one appointment to the Citizens Traffic Commission, five appointments to the Health & Educational Facilities Development Corporation Board of Directors, two appointments to the Lubbock Economic Development Alliance Board of Directors, one appointment to Market Lubbock, Inc. Board of Directors, and four appointments to the Planning & Zoning Commission.

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

Vote: 6 - 0 Motion carried

Appointments Advisory Board: Motion by Council Member Klein, seconded by Council

Member Floyd Price, to appoint Judith Keller. No action was taken on the position to be appointed by the Mayor.

Vote: 6 - 0 Motion carried

Citizens Traffic Commission: Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy, to appoint Paige Holland.

Vote: 6 - 0 Motion carried

Health & Educational Facilities Development Corporation: Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt, to appoint Michelle Bair.

Vote: 6 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to appoint Mamie Dewberry.

Vote: 6 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein, to reappoint Thomas Tenner.

Vote: 6 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Dr. Cynthia Dunn.

Vote: 6 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy, to appoint Marlise Hernandez.

Vote: 6 - 0 Motion carried

Lubbock Economic Development Alliance Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Jim Gilbreath.

Vote: 6 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy, to reappoint Sandy Henry.

Vote: 6 - 0 Motion carried

Market Lubbock, Inc. Board of Directors: Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Jim Gilbreath.

Vote: 6 - 0 Motion carried

Planning & Zoning Commission: Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy, to appoint Dan Wilson.

Vote: 6 - 0 Motion carried

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price, to reappoint Todd McKee.

Vote: 6 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price, to reappoint Tommy Patterson.

Vote: 6 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to reappoint Kevin Watson.

Vote: 6 - 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.** Possible TxDOT funding of the North University Enhancement Project, including applicable deadlines, MPO approval for project, design contract, and the possibility of extra City Council meetings to meet applicable deadlines.

Marsha Reed, Chief Operating Officer, gave a presentation on possible TxDOT funding of the North University Enhancement Project, and answered questions from Council.

It was the consensus of the Council to move forward with the project on both sides of University.

8:37 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Karen Gibson adjourned the meeting.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 31, 2012
11:30 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 31st of October, 2012, at the Overton Hotel and Conference Center, 2322 Mac Davis Lane, Lubbock, Texas at 11:30 a.m.

11:40 A.M. CITY COUNCIL CONVENED

Overton Hotel and Conference Center, 2322 Mac Davis Lane, Lubbock, Texas

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

Absent: Council Member Victor Hernandez

This was a Called Special City Council Meeting to attend and participate in the Lubbock Economic Forecast Luncheon.

1. Regular Agenda

1. 1. Invocation

Monsignor David Cruz, Our Lady of Grace Catholic Church, led the invocation.

1. 2. Welcome

Curtis Griffith, Chairman of the Lubbock Economic Development Alliance (LEDA) and Market Lubbock, Inc. Board, gave welcome remarks.

1. 3. Year in Review

John Osborne, President and CEO of LEDA and Market Lubbock, Inc., presented an economic review of FY 2011-2012.

1. 4. Keynote Speaker

Susan Combs, Texas State Comptroller, spoke about the Lubbock Economic Forecast for FY 2012-2013.

1. 5. Closing

Curtis Griffith, Chairman of LEDA and Market Lubbock, Inc. Board, gave closing remarks.

1:00 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 2, 2012
2:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 2nd of November, 2012, at the Lubbock Fire Department Training Academy, 1515 E. Ursuline Street, Lubbock, Texas at 2:00 p. m.

2:03 P.M. CITY COUNCIL CONVENED

**Lubbock Fire Department Training Academy, 1515 E. Ursuline Street,
Lubbock, Texas**

Present: Council Member Jim Gerlt; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Secretary Rebecca Garza; Assistant City Attorney Laura Pratt

Absent: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Victor Hernandez;

This was a Called Special City Council Meeting to attend and participate in the Lubbock Fire Department Recruit Class 2012-02 Pinning Ceremony and Reception.

1. Regular Agenda

1. 1. Steve Holland, Battalion Chief, gave welcome remarks.
1. 2. The Lubbock Fire Department Pipe & Drums and Honor Guard presented the Colors.
1. 3. Pledges of allegiance to the United States and the Texas flags were led by Chris Smith, Recruit.
1. 4. The invocation was led by Richard Christopher, Recruit.
1. 5. Mike Kemp, Fire Chief, gave welcome remarks and recognized the Council Members and City Staff that were present.
1. 6. Nick Wilson, Training Captain, gave a summary of the training.
1. 7. The Recruit Address was given by Kurt Warren, Recruit.
1. 8. Mike Kemp, Fire Chief; Steve Holland, Battalion Chief; and Steve Myers, Captain, presented the Certificates and Badges to the 2012-02 Recruit Class. Oath of Office for the Recruits was led by Chief Kemp.
1. 9. The Ringing of the Bell was lead by the Lubbock Fire Department Honor Guard.
1. 10. Badges were pinned onto the Recruits by their selected audience member.
1. 11. Mike Kemp, Fire Chief, gave closing remarks and thanked those in attendance.

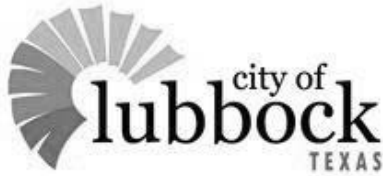
2:35 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

5. 1.

Meeting Date: 11/29/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 10 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funds from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; accept and appropriate funding from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant; respecting the Criminal Investigation Special Revenue Fund, fund 142.

Item Summary

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

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

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

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

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

- III. Amend the Criminal Investigation Special Revenue Fund by appropriating \$750,000 available fund balance for specialized investigative equipment and supplies, computer software and equipment, lab equipment, SWAT equipment, and training and travel expenses. Revenues in this fund are received through court award,

when the Police Department confiscates funds during illegal or criminal activity. The revenues in this fund must be used in accordance with provisions in the Texas Code of Criminal Procedure Chapter 59 and related federal statutes.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

Cheryl Brock
Budget Director

Attachments

Budget Amendment 10

Grant Detail Sheet - Police PSAP

Budget Detail - SPAG

ORDINANCE NO. _____

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

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

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

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

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

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

- I. Accept and appropriate \$19,873 from the LECD for the PSAP Grant, transfer a local match of \$2,208 from the General Fund to the Grant Fund, and reduce the Police Department Operating Budget by \$2,208.
- II. Accept and appropriate \$123,804 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate \$78,327 of program revenue, for a total program budget of \$202,131.
- III. Appropriate \$750,000 for the Criminal Investigation Special Revenue Fund.

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

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

AND IT IS SO ORDERED

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


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

GLEN C. ROBERTSON, MAYOR

ATTEST:

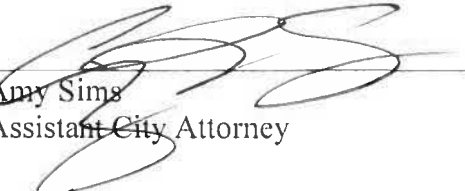
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Budget Director

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

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

Administrative Information:

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

Budget Information:

Project Detail	Cost
Supplies	<u><u>\$ 22,081</u></u>

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

Administrative Information:

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

Personnel Information:

of part-time positions funded w/grant 4

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

Budget Information:

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



Regular City Council Meeting

5. 2.

Meeting Date: 11/29/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading – Finance: Consider Budget Ordinance 2012-O0127 Amendment 9 amending the Adopted FY 2012-13 Budget respecting the General Fund, Fund 100, and respecting the Donations Fund, Fund 148.

Item Summary

On November 8, 2012, the City Council approved the first reading of the ordinance.

- I. Amend the General Fund by increasing the appropriation by \$150,000, from \$143,502,995 to \$143,652,995.
- II. Deposit \$150,000 into the Donations Fund for a contribution to the Lubbock Regional Public Safety Memorial.

Funds will be used to erect a memorial to pay tribute to all public safety personnel from the South Plains who have given their lives in carrying out their duties to serve and protect the citizens of the region. The memorial will also recognize public safety personnel from all levels of service and will provide educational information about public safety. The Lubbock Regional Public Safety Memorial Committee, a 501(c)3 IRS tax-exempt organization, is dedicated to providing educational activities related to public safety issues and to promoting the recognition of the work of firefighters and Emergency Medical Services (EMS) personnel, the Department of Public Safety, and law enforcement agencies throughout the South Plains.

The Memorial will be located at Leroy Elmore Park located on Quaker and Loop 289. The Lubbock Fire Department, Lubbock Police Department, Lubbock County Sheriff's Office, Lubbock County EMS, and the Texas Department of Public Safety Officers of Region 5 have all worked together to design and build this memorial.

The Committee needs to raise \$225,000 more to complete the bronze statue and to pay the Architectural fee. The \$150,000 contribution by the City will help the Committee reach this goal.

Fiscal Impact

Staff/Board Recommending

Floyd Price, Councilman, District 2

Attachments

Budget Amendment 9

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND, FUND 100; RESPECTING THE DONATIONS FUND, FUND 148; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #9) for municipal purposes, as follows:

- I. Appropriate an additional \$150,000 for the General Fund, using fund balance for a total appropriation of \$143,652,995.
- II. Deposit \$150,000 into the Donations Fund for a contribution to the Lubbock Regional Public Safety Memorial.

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 _____.

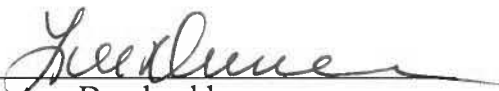
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

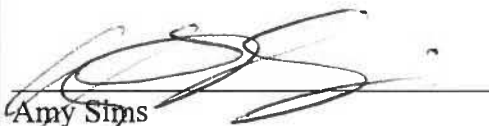
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Lee Ann Dumbauld
City Manager

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1213.Amend9.ord



Regular City Council Meeting

5.3.

Meeting Date: 11/29/2012

Information

Agenda Item

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

Item Summary

The City of Lubbock has been asked by the Lubbock Economic Development Alliance (LEDA) to assist them in obtaining and developing a City-owned site located at East 14th Street and Elm Avenue. LEDA has asked that the 11.809 acre tract of land owned by the City, be sold to them for development into industrial sites.

It has been determined that a reinvestment zone will need to be created at the site in order to facilitate the transfer of the land. The first step in the process to create a reinvestment zone is to hold a public hearing to discuss the issue. The law requires that the City give seven days notice of the public hearing to other taxing jurisdictions. This resolution, if approved, will be forwarded to other taxing jurisdictions as a notice of intent to hold a public hearing.

Fiscal Impact

The purchase price received by the City of Lubbock will be determined by the appraisal. The appraisal will be completed prior to the sale of the land.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution - Notice of Intent

Reinvestment Zone - Metes & Bound

RESOLUTION

WHEREAS, the City Council of the City of Lubbock hereby declares its intent to consider the designation of a Reinvestment Zone within the City of Lubbock, which Reinvestment Zone is more fully described in the "Notice of Intent" attached hereto as Exhibit A and made a part hereof for all purposes; and

WHEREAS, the City Council of the City of Lubbock is authorized to establish a Reinvestment Zone by authority of Chapter 312 of the Tax Code; and

WHEREAS, the Tax Code requires a Notice of Intent to be sent to the governing body of each tax unit that levies real property taxes on the property described in Exhibit A (except school districts,) not less than seven (7) days before a hearing on creation of a Reinvestment Zone; and

WHEREAS, the City Council of the City of Lubbock does hereby authorize a public hearing to be conducted upon the establishment of said Reinvestment Zone be conducted at 6:30 P.M. on November 29, 2012, in the City Council Chambers of the City of Lubbock at 1625 13th Street, Lubbock, Texas, after proper notice is given in accordance with Chapter 312, Tax Code; NOW THEREFORE:

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

SECTION 1. THAT the City Council hereby orders that a public hearing be conducted at 6:30 P.M. on November 29, 2012, at the City Council Chambers of the City of Lubbock at 1625 13th Street, Lubbock, Texas, pertaining to the proposal of the City Council to establish a Reinvestment Zone as indicated on the Notice of Intent attached hereto as Exhibit A.

SECTION 2. THAT the Notice of Intent attached hereto as Exhibit A be delivered by the City Manager or his designee to the governing body of all taxing units levying real property taxes on the property described in said Exhibit A (except school districts) not less than seven (7) days prior to the date of the public hearing.

SECTION 2. THAT the City Manager, or his designee, cause publication of notice of the public hearing on this proposed designation of a Reinvestment Zone not less

than seven days prior to the date of the hearing in a newspaper of general circulation in the City of Lubbock.

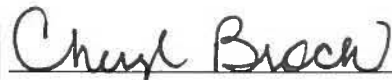
Passed by the City Council on _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock,
Budget Director

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

Lc: city att/ Linda/ReinvestmentZoneRes E 14th & Elm
October 23, 2012

NOTICE OF INTENT
TO
DESIGNATE REINVESTMENT ZONE

WHEREAS, the City Council of the City of Lubbock hereby declares its intent to consider the designation of a Reinvestment Zone within the City of Lubbock, which Reinvestment Zone is more fully described in the property description described herein; and

WHEREAS, the City Council of the City of Lubbock is authorized to establish a Reinvestment Zone by authority of Chapter 312 of the Tax Code; and

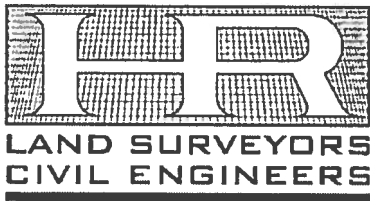
WHEREAS, the Tax Code requires a Notice of Intent to be sent to the governing body of each tax unit that levies real property taxes on the property described in Exhibit A-1 (except school districts, which may not participate in Chapter 312 tax abatements) not less than seven (7) days before a hearing on creation of a Reinvestment Zone; and

WHEREAS, the City Council of the City of Lubbock has hereby authorized a public hearing to be conducted upon the establishment of said Reinvestment Zone be conducted at 6:30 P. M. on November 29, 2012, in the City Council Chambers of the City of Lubbock at 1625 13th Street, Lubbock, Texas.

The proposed boundaries of said Reinvestment Zone are attached as Exhibit A-1.

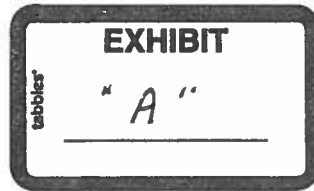
Notice is further given that the tentative plans for development and the estimate of the general impact of the proposed zone on property tax revenue are as follows:

This location is currently owned by the City of Lubbock and is producing no property tax revenue. Lubbock Economic Development (LEDA) is interested in obtaining and developing this site for industrial businesses. The investment will vary according to the business recruited and therefore the estimated annual tax revenues from real and personal property on this development inclusive of all taxing entities is unknown.



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



METES AND BOUND DESCRIPTION of a 11.809 acre tract out of a 64.5 acre tract as described in Volume 1234, Page 650 of the Deed Records of Lubbock County, Texas, located in Section 3, Block O, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/4" iron pipe found in the South right-of-way line of East 14th Street, at the most Westerly Northwest corner of said 64.5 acre tract and this tract, same being the original Northeast corner of Lot 3, Hill Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 533 of the Deed Records of Lubbock County, Texas, from whence a found 3/4" iron pipe bears N. 88°12' W. 250.00 feet;

THENCE S. 88°12' E., along said South right-of-way line and the Northern boundary of said 64.5 acre tract, a distance of 130.70 feet to a 1/2" iron rod with cap set for a corner of said 64.5 acre tract and this tract;

THENCE N. 01°48' E. continuing along said South right-of-way line and the Northern boundary of said 64.5 acre tract, a distance of 15.00 feet to an "X" cut in concrete in the South right-of-way line of East 14th Street as described in Volume 378, Page 303 of the Deed Records of Lubbock County, Texas, for the most Northerly Northwest corner of said 64.5 acre tract and this tract;

THENCE S. 88°12' E., continuing along said South right-of-way line and the Northern boundary of said 64.5 acre tract, a distance of 961.84 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract, from whence a found 3/4" iron pipe bears S. 88°12' E. 429.29 feet;

THENCE S. 01°48' W. a distance of 301.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this tract;

THENCE S. 69°27'52" W. a distance of 480.91 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 88°12' W. a distance of 301.00 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 44°32' W. a distance of 229.50 feet to a 1/2" iron rod with cap set in the Western boundary of said 64.5 acre tract and the Eastern boundary of a tract described in Volume 89, Page 213 of the Deed Records of Lubbock County, Texas, for the most Southerly Southwest corner of this tract;

THENCE N. 45°28' W., along the Western boundary of said 64.5 acre tract and the Eastern boundary of said tract described in Volume 89, Page 213, a distance of 260.00 feet to a 3/4" iron pipe found at the Southeast corner of said Lot 3, Hill Addition, a corner of said 64.5 acre tract and the most Westerly Southwest corner of this tract;

THENCE N. 01°48' E., along the Eastern boundary of said Lot 3, Hill Addition and the Western boundary of said 64.5 acre tract, a distance of 460.90 feet to the Point of Beginning.

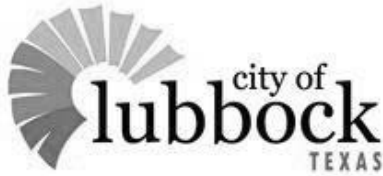
Bearings are relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

CONTAINS: 514,392 square feet.

November 9, 2012



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



Regular City Council Meeting

5. 4.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution - Finance: Consider a resolution authorizing the Mayor to execute a service agreement between the City of Lubbock and Wells Fargo Merchant Services to provide merchant card services, RFP 12-10949-DT.

Item Summary

The City of Lubbock allows customers to pay for City services using various credit and debit cards. This is managed through a merchant card services program that processes and reconciles credit and debit card activities and deposits the funds in the City's financial institution. The City of Lubbock issued a request for proposals for comprehensive merchant card services for a three-year period with the option to renew for two one-year periods. The City desires a firm that utilizes advanced technology to serve the City's current needs and anticipated needs. The City currently processes approximately 27,000 credit card transactions per month, which translates to roughly \$5 million per month. The City anticipates these amounts to increase as more and more customers use credit and debit cards and the internet to transact business. The City currently has over 20 credit card terminals throughout City departments, with LP&L having the largest volume of transactions. The evaluation committee rated the proposals on the following five areas:

1. Ability to deposit funds next business day, if not sooner, to the City's financial institution. (10%)
2. Demonstrated knowledge and understanding of the project. (10%)
3. Substantial successful experience in completing similar projects. (15%)
4. Cost. (30%)
5. Substantial representation regarding the firm's qualifications and demonstrated customer service appropriate to this project and the reporting capabilities and professional competence of the proposer and assigned personnel. (35%)

Eight proposals were received from the following firms and were ranked as follows:

1. Wells Fargo Merchant Services LLC of Lubbock, TX 423 points
2. Chase Paymentech of Dallas, TX 324 points
3. Bank of America Merchant Services of Atlanta, GA 309 points
4. Elavon, Inc with U.S. Bank of Atlanta, GA 276 points
5. Elavon, Inc with Union Bank of Atlanta, GA 246 points
6. Elavon, Inc with Regions Bank of Fort Worth, TX 224 points
7. Frost Bank with First Data of Atlanta, GA 215 points
8. Branch Banking & Trust of Winston-Salem, NC 209 points

City staff recommends City Council approve an agreement with Wells Fargo Merchant Services, due to their superior customer service representation and vast reporting capabilities. Wells Fargo Merchant Services was also the only firm able to deposit funds the next day. In addition, they demonstrated a better understanding of the project and came highly recommended from other municipalities currently using their merchant card services. Wells Fargo Merchant Services gave the City the best price per transaction. The cost of the contract is the interchange fee (from credit card company) plus assessments (from credit card company) plus 0.047% plus \$0.03 per authorization.

Fiscal Impact

\$340,700 in funds are budgeted in various FY 2012-13 department operating budgets.

Staff/Board Recommending

Pamela Moon, Director of Finance

Attachments

Resolution - Wells Fargo

Service Agreement - Merchant Card Services

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. 10949 for Merchant Card Services, by and between the City of Lubbock and Wells Fargo Merchants Services, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Pam Moon, Director of Finance

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Wells Fargo
October 22, 2012

**CITY OF LUBBOCK, TX
Merchant Card Services
SERVICE AGREEMENT**

This Service Agreement (this "Agreement") is entered into as of the 29th day of November 2012, ("Effective Date") by and between Wells Fargo Bank, N.A. and Wells Fargo Merchant Services, L.L.C., (collectively, the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 12-10949-DT, Merchant Card Services.

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Merchant Card Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Wells Fargo Merchant Services Program Guide form WFB1405
3. Exhibit A – General Requirements
4. Exhibit B – Pricing Terms
5. Exhibit C – Retail Locations
6. Exhibit D – Online Payment Locations
7. Exhibit E – Insurance
8. Exhibit F – Proposal

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor and the City, as applicable, shall comply with all the applicable requirements set forth in Exhibit B through F attached hereto.

Article 1 Services

- 1.1 The initial term of this Agreement shall commence on January 1, 2013 and shall continue in force for three years after it becomes effective. Thereafter, it agreed upon by both parties, this Agreement shall renew for two additional one year terms.
- 1.2 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B to Contractor for performing services.

- 1.3 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry pursuant to the terms and conditions of Wells Fargo Merchant Services Program Guide form WFB1405.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits (A through F) contain the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party as further set forth in the Wells Fargo Merchant Services Program Guide form WFB1405.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within sixty (60) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

- 2.9 Contractor agrees to cooperate with City to reasonably provide information to City concerning practices and procedures used in performing the Services; general controls and security practices and procedures; supporting information and calculations regarding fees and Merchant reports; and compliance with the terms of this Agreement. Information will be provided to City via email, mail or conference calls and City auditors will not be provided with physical access to Contractor's facilities, or any facilities of WFMS's Subcontractors, unless the Parties agree otherwise with respect to any specific audit request. Contractor shall maintain complete and accurate records, in order for City to verify the information provided by Contractor. In the event an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
- 2.11 Notwithstanding any provision to the contrary, City and Contractor acknowledge and agree that City is a home rule municipal corporation and is prohibited by Article III, Section 52 and Article XI, Section 7 of the Texas Constitution from indemnifying Contractor for the acts or omissions of a third party or of the Contractor. City is bound by all applicable provisions of the Texas Constitution and to the extent any provision of this Agreement is in violation of the Texas Constitution, said provision shall be void.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pamela Moon
Pamela Moon, Director of Finance

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, Assistant City Attorney

WELLS FARGO BANK, N.A. AND WELLS
FARGO MERCHANT SERVICES, L.L.C.

Contractor's Signature

Printed Name

Title

**CITY OF LUBBOCK, TX
RFP 12-10949-DT
Merchant Card Services**

II. GENERAL REQUIREMENTS

1 INTENT

- a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Proposer") Merchant Card Services. The selected firm will provide the City with a comprehensive program. Such program shall include, but not be limited to utilizing advanced technology to provide a system that will serve the City's present and anticipated needs. The City is interested in receiving responses from qualified firms who can provide the technology required to efficiently process and reconcile credit and debit card activities only (no ACH processing) used to pay for various City services.
- b) Offeror's are invited to submit demonstrated competence and qualifications of their firm for providing these services.

2 PROJECT DESCRIPTION

- a) Lubbock, Texas, with a metro area approaching 250,000 and a market area of 1,000,000, is the entertainment and convention destination for West Texas and Eastern New Mexico. Lubbock is the home to Texas Tech University, Lubbock Christian University, and branch campuses of South Plains College and Wayland Baptist University. Ranked as a major center for oil/gas, medicine and wholesale/retail trade, Lubbock serves as the "hub" for an area larger than many states. Lubbock is also the center of the vast West Texas cotton industry.
- b) Bank of America currently handles the City's merchant card services. The City receives approximately 17,000 Visa payments, 9,300 Master Card payments, 60 Discover payments, and 5 American Express payments per month which approximate \$5 million per month.
- c) The City has over 20 terminal locations as described in Exhibit C. The City also has online payment sites as described in Exhibit D. Each terminal location will set its own minimum and maximum dollar amounts accepted.

3 SCOPE OF WORK

- a) The selected firm will provide the City with a comprehensive program for three years with the option to renew for two one year periods subject to the terms and conditions of the Wells Fargo Merchant Services Program Guide form WFB1405. Such program shall include, but not be limited to utilizing advanced technology to provide a system that will serve present and anticipated needs. The City is interested in receiving responses from qualified firms who can provide the technology required to efficiently process and reconcile credit and debit card activities used to pay for services.
- b) The City appreciates the Offeror's expertise and capabilities and does not intend to write a detailed specification to address every feature and component of the Merchant Card Services. However, the intent of this Request for Proposal (RFP) is to allow vendors to provide the best solution given the requirements set forth by the City. This approach enables the City to take advantage of the most beneficial system available while allowing fair evaluation of all responses and remaining within standard purchasing procedures established by the City.

******FOR INFORMATIONAL PURPOSES ONLY******

Wells Fargo Merchant Services, L.L.C. - (WFMS - Pricing Terms)

City of Lubbock

Proposal Date: 10/05/12

Business Sales Consultant: Heather Wick

Assumptions	
Credit Card Volume	\$52,000,000
Average Transaction Size	\$144
Number of Locations	24
Anticipated Interchange Levels	Public Sector: 032 020/038
MCC Code	9399
MCC Description	GOVERNMENT SERVICES, NOT ELSEWHERE
Communications Method	line charges quoted separately
Gateway	Frame Relay & Dial
Pricing Option	Authorize.net

Interchange + Assessments + Rate + Authorizations

**Credit Card Processing Fees ¹
Interchange Plus the Following Fees:**

0.047% On Gross Visa®, MasterCard® and Discover® Network Card Sales
\$0.03 On each Authorization/EDC attempt (as defined below) ³

PIN Debit & Electronic Benefits Transfer (EBT) Processing Fees
 \$0.05 Per PIN Debit Transaction (applies to completed and declined transactions)
 EBT NOT ENTITLED

Applicable PIN Debit Network, Switch, Service and Administrative fees are passed through on all PIN Debit transactions (completed and declined). Applicable PIN Debit Network Interchange fees are passed through on completed PIN Debit transactions only.

American Express® - See table below for American Express Pass-Through Fees and footnote 1 for any applicable Credit Card Processing Fees

Applicable Fee Schedules: ¹⁵

- Payment Networks Qualification Matrix <https://www.wellsfargo.com/biz/creditinterchangeplus>
- Payment Networks Pass-Through Fees <https://www.wellsfargo.com/biz/merchantpassthroughfees>
- Visa® Fixed Acquirer Network Fee Schedule <https://www.wellsfargo.com/visanetworkfee>
- PIN Debit Networks Fee Schedule (if applicable) <https://www.wellsfargo.com/biz/merchantdebitfees>

If you do not have internet access, please contact your Merchant Card Representative and request that a copy of the applicable fee schedule be mailed or faxed to you.

Other Processing Fees

Set-Up Fee	\$	-	one time fee per location
Monthly Minimum Processing Fee ¹⁴	\$	-	per month
Chargeback Fee ²	\$	5.00	per chargeback
Monthly Service Fee (per location)	\$	-	per month
Internet Monthly Service Fee (per location)	\$	20.00	per month
Statement Billing Fee (Paper Statement) ⁸	\$	-	per month
Voice Authorization Fee	\$	0.50	per attempt
Annual Fee	\$	-	per location
Authorization/EDC Fee - Visa (Credit and Non-PIN Debit) ³	\$	0.03	per attempt
Authorization/EDC Fee - MasterCard® (Credit and Non-PIN Debit) ³	\$	0.03	per attempt
Authorization/EDC Fee - Discover® Network Card (Credit and Non-PIN Debit) ^{3,6}	\$	0.03	per attempt
Authorization/EDC Fee - American Express OnePoint® (Credit) ^{3,10}	\$	N/A	per attempt
Interchange Clearing Fee ¹⁸			
Applies to Visa, MasterCard, Discover Network Card (Credit and Non-PIN Debit)		N/A	on gross sales volume
Wireless Activation Fee (per terminal)	\$	25.00	one time
Wireless Monthly Access Fee (per terminal)	\$	15.00	per month
Electronic Address Verification Service Fee	\$	0.01	per attempt
Voice (Manual) Address Verification Fee	\$	2.00	per attempt
Annual Compliance Support Fee ⁵	\$	-	per location
PCI Compliance Service Program Fee ¹³	\$	-	per month, per location
Non-validation PCI Compliance Fee ¹³	\$	25.00	per month, per location
Equipment Installation Fee	\$	-	one time fee
Foreign Handling Fee (on Visa/MasterCard foreign card transactions)		0.10%	on foreign card sales

****FOR INFORMATIONAL PURPOSES ONLY****

Wells Fargo Merchant Services, L.L.C.- (WFMS - Pricing Terms)

City of Lubbock

Proposal Date: 10/05/12

Business Sales Consultant: Heather Wick

Assumptions	
Credit Card Volume	\$52,000,000
Average Transaction Size	\$144
Number of Locations	24
Anticipated Interchange Levels	Public Sector: 032 020/038
MCC Code	9399
MCC Description	GOVERNMENT SERVICES, NOT ELSEWHERE
Communications Method	line charges quoted separately Frame Relay & Dial
Gateway	Authorize.net
Pricing Option	Interchange + Assessments + Rate + Authorizations

Other Processing Fees Continued

TeleCheck ECA/Warranty Processing	\$0.20 per check tran.	1.60% on sales
TeleCheck ECA/Warranty Monthly Minimum	\$	25.00 per month
TeleCheck ECA/Warranty ACH Processing Fee	\$	5.00 per occurrence
TeleCheck ECA/Warranty Customer Requested Operator Call	\$	2.50 per occurrence
TeleCheck ECA/Warranty Chargeback Fee	\$	5.00 per occurrence
TeleCheck ECA/Warranty Warranty Research Fee	\$	7.50 per occurrence
Non Bank Card Authorization ⁷		
Applies only to American Express (ESA/EDC), Discover EDC (Discover EDC not applicable on Discover Network Card Sales)	\$	0.10 per attempt
Non Bank Card Capture Fee ⁷		
Applies only to American Express (ESA/EDC), American Express - split dial, Discover EDC (Discover EDC not applicable on Discover Network Card Sales)	\$	- per attempt
Terminal Reprogramming Fee (Terminal) - Applies to Customer Owned Terminals Only	\$	75.00 per unit
Terminal Reprogramming Fee - Integrated Terminal - Applies to Customer Owned Integrated Terminals Only	\$	150.00 per unit
Security Swap Fee for PIN Debit - Applies to Customer Owned PIN Pads Only	\$	125.00 per unit
Card Imprinter Option		no imprinter
Rush Shipping Option		N/A

American Express Pass-Through Fees ⁹

Industry Type	N/A
American Express Discount Rate ^{11,16,17}	on Gross American Express N/A sales
American Express Transaction Fee (Fee to be applied by American Express) ¹⁸	N/A per transaction
American Express Monthly Processing Fee (per location) ¹²	N/A per month
American Express CAPN Non-Compliance Transaction Fee (if applicable)	N/A per transaction

1) The Credit Card Processing Fees will apply to American Express OnePoint Clients that are priced using the Interchange + Assessments + Authorizations; Interchange + Assessments + Rate + Authorizations; Interchange + Assessments + Authorizations + Debit (PIN and Non-PIN); and Interchange + Assessments + Rate + Authorizations + Debit (PIN and Non-PIN) pricing methods. "Discover Network Cards" as used herein refers to the authorization, processing and settlement of Discover Network Cards. "Discover EDC" as used herein refers to the use of our services for authorization and/or capture of Discover Network Cards only.

2) Client acknowledges and understands that an authorization only indicates the availability of the Cardholder's credit at the time the authorization is requested. It does not warrant that the person presenting the card is the rightful Cardholder, nor is it an unconditional promise or guarantee that Client will not be subject to a chargeback or debit.

3) Authorization/EDC Fee applies to all Visa, MasterCard, Discover Network Card and American Express OnePoint approval (pre-authorizations, authorizations and authorization reversals), denials, batch inquiries, batch entry transactions and includes any transaction fees and capture fees.

5) The Annual Compliance Support Fee will be assessed and deducted from Client's Settlement Account at each anniversary date after the effective date.

6) Discover Authorization/EDC Fee applies to Clients that process transactions using Discover Network Cards.

7) Non Bank Card Authorization and/or Capture Fee applies to those merchants that process transactions using American Express (ESA/EDC), American Express - split dial and Discover EDC.

8) The monthly Statement Billing Fee can be waived if Client elects to access the monthly statement online instead of receiving a paper copy by mail. Please visit myclientline.net to enroll. After ClientLine has been activated, please contact Customer Service at 1-800-451-5817 to request that paper statements no longer be mailed. If ClientLine access is terminated by Client or as a result of inactivity, paper statements will be reinstated with the applicable monthly Statement Billing Fee.

9) American Express Processing Fees are listed separately in the American Express Pass-Through Fees table and will be billed as separate line items. These fees are defined according to American Express criteria as set by industry type (MCC). Changes to the American Express Discount Rate are at the discretion of American Express, including changes to industry type criteria based on MCC.

"American Express OnePoint" refers to the authorization, processing and settlement of American Express Cards. "American Express (ESA/EDC) and Split Dial" refer to the use of our services for authorization and/or capture of American Express Cards only.

10) American Express OnePoint Authorization/EDC Fee applies to Clients that process transactions using American Express OnePoint.

11) Retail and Restaurant Clients processing under the American Express OnePoint Program or the American Express ESA Program will be charged a 0.30% downgrade fee whenever a Card Not Present transaction occurs.

****FOR INFORMATIONAL PURPOSES ONLY****

Wells Fargo Merchant Services, L.L.C.- (WFMS - Pricing Terms)

City of Lubbock

Proposal Date: 10/05/12

Business Sales Consultant: Heather Wick

Assumptions	
Credit Card Volume	\$52,000,000
Average Transaction Size	\$144
Number of Locations	24
Anticipated Interchange Levels	Public Sector: 032 020/038
MCC Code	9399
MCC Description	GOVERNMENT SERVICES, NOT ELSEWHERE
Communications Method	line charges quoted separately Frame Relay & Dial
Gateway	Authorize.net
Pricing Option	Interchange + Assessments + Rate + Authorizations

12) Client will be charged the Monthly Processing Fee if Client meets the monthly processing fee criteria set forth by American Express. Should Client no longer meet the monthly processing fee criteria, Client's pricing will be automatically adjusted from the Monthly Processing Fee to the applicable industry discount rate and transaction fee (if applicable) as provided to the Client by American Express. Please note that Client will only be charged (1) the monthly processing fee; (2) the applicable industry discount rate; or (3) the applicable industry discount rate and transaction fee.

13) The monthly PCI Compliance Service Program Fee and Non-validation PCI Compliance Fee are part of the mandatory PCI Compliance Service Program. These fees apply to Level 4 Clients who utilize a gateway or value added reseller (VAR). The program includes access to TrustKeeper, a Trustwave PCI Compliance solution to help Client comply with the Payment Card Industry Data Security Standards (PCI DSS) requirements. Clients are required to register and complete a PCI DSS certification process by visiting <https://pci.trustwave.com/wellsfargo>. If Client does not comply or fails the PCI DSS certification process, Client will be charged a monthly Non-validation PCI Compliance Fee until the account becomes compliant.

14) If the total discount fee for Visa, MasterCard and Discover Network Card transactions in a given month is less than the Monthly Minimum Processing Fee, then in addition to the total discount fee Client will be charged an amount equal to the Monthly Minimum Processing Fee minus the total discount fee.

15) Dues, assessments and pass-through fees are disclosed in the schedules referenced under the "Applicable Fee Schedules" section and the related footnote.

16) For Clients processing under the American Express OnePoint Program or the American Express ESA Program, American Express will charge a Prepaid/Gift Card rate of \$0.20 per transaction to Supermarket Clients and 1.95% on gross sales volume to non-Supermarket Clients.

17) For Clients processing under the American Express OnePoint Program or the American Express ESA Program, an Inbound Fee of 0.40% will be applied to any transaction using an American Express Card issued by an issuer located outside of the United States. This fee will not apply to international Prepaid/Gift Card transactions and Clients in the Education industry within the following categories: Sporting & Recreation Camps (MCC 7032), Elementary & Secondary Schools (MCC 8211), Colleges, Universities, Professional Schools (MCC 8220), and Child Care Services (MCC 8351).

18) The Interchange Clearing Fee (ICF) will be charged on transactions that may be considered higher risk and/or are processed at a higher expense level. These types of transactions can be identified on Client's Payment Networks Qualification Matrix by looking at the "ICF applies" column. If the interchange program level has been identified by a "YES" in this column, then the ICF will apply to that type of transaction.

If Client has selected to accept TeleCheck Services, see Part II - Section 1 of the Program Guide for the terms and conditions. If applicable, the Additional Services page will contain the fees and rates billed to Client by TeleCheck.

If Client does not follow proper authorization procedures, a \$50 chargeback handling fee will be assessed on MasterCard transactions.

American Express may charge Client an excessive disputes fee in the amount of \$5 for each Disputed Charge if Client is in American Express' Immediate Chargeback Program or \$15 for each Disputed Charge if Client is not in the Immediate Chargeback Program.

Client is responsible for any charges assessed by outside third parties that are not disclosed on the proposal. To the extent that this pricing proposal includes pricing for third party products and services, WFMS disclaims legal liability and responsibility for said products and services. Client's agreement with the third party provider shall govern Client's relationship with the third party provider. In the event that WFMS is billed for the third party's services, Client will reimburse WFMS for such services.

Client acknowledges and understands that WFMS shall have no responsibility or liability for any third party hardware or software procured and used by Client. To the extent Client has any issues, concerns or liability related to such hardware or software, Client must deal directly with the third party provider from whom Client procured the hardware or software. In no event will WFMS be responsible for any indirect, incidental or consequential damages that Client may incur as a result of using any third party hardware or software.

WFMS' proposal and associated pricing is based on the information provided. Any difference to our stated understanding may affect the proposed pricing. Without a signed agreement, this proposal expires 60 days from the proposal date stated above.

See Section 39.3 of the Program Guide for early termination fees.

Rounding. In the event the amount being billed to Client for any line item on this pricing proposal includes a total ending in less than a full cent, WFMS will either round such amount up or down to the nearest cent.

Fees for supplies, shipping, handling, and applicable sales tax may apply and are subject to change without notice. Additional information is available upon request.

****FOR INFORMATIONAL PURPOSES ONLY****

Wells Fargo Merchant Services, L.L.C.- (WFMS - Pricing Terms)

City of Lubbock

Proposal Date: 10/05/12

Business Sales Consultant: Heather Wick

Assumptions	
Credit Card Volume	\$52,000,000
Average Transaction Size	\$144
Number of Locations	24
Anticipated Interchange Levels	Public Sector: 032 020/038
MCC Code	9399
MCC Description	GOVERNMENT SERVICES, NOT ELSEWHERE
Communications Method	line charges quoted separately Frame Relay & Dial
Gateway	Authorize.net
Pricing Option	Interchange + Assessments + Rate + Authorizations

Additional Notes:

Terms and Conditions of WFMS - Pricing Terms:

- 1) Pricing assumes no material change from the pricing parameters provided to WFMS. Pricing may require a re-evaluation if the pricing parameters change.

Card Type	Annual Net Sales Volume	Annual Net Transactions	Average Ticket
Visa / MasterCard / Discover - Dial	\$4,000,000	54,795	\$73.00
Visa / MasterCard / Discover - Internet	\$48,000,000	305,732	\$157.00

- 2) Should any terminal require a reprogramming for credit card, non-bankcards or debit cards, the reprogramming charge is \$75 per terminal and \$150 per terminal with an integrated PIN Pad. This price includes download and telephone training. Customer owned PIN Pads require encryption and are charged a security swap fee of \$125 per PIN Pad.
- 3) This pricing proposal assumes that the City of Lubbock will utilize First Data Merchant Services' North authorization network and First Data Merchant Services' North settlement/reporting platform.
- 4) Should the City of Lubbock require development needs of unique functionalities outside of certification, the City of Lubbock will be billed \$85 per hour of programming needed.
- 5) On-site service, outside of training provided by the Relationship Manager, will be billed at a rate of \$70 per hour. Travel related costs will be passed through to the City of Lubbock.

Processing Solutions

Type	Quantity	Financing Method	Total w/o TAX
Authorize.net		Purchase	N/A
FD100Ti		Purchase	\$207 per terminal
FD200Ti		Purchase	\$406 per terminal
FD400GT GPRS		Purchase	\$584 per terminal
FD35 EMV PIN Pad		Purchase	\$135 per PIN Pad
FD100Ti		Lease 48	\$18 per month per terminal
FD200Ti		Lease 48	\$22 per month per terminal
FD400GT GPRS		Lease 48	\$27 per month per terminal
FD35 PIN Pad		Lease 48	\$ 8 per month per PIN Pad

EXHIBIT C
Terminal Locations

Department	Location	Cards Accepted
Animal Services	401 N. Ash, Lubbock TX	Visa, MasterCard, Discover
Buddy Holly Center	1801 Crickets Ave, Lubbock TX	Visa, MasterCard, Discover, American Express
Building Inspection	1625 13 th St, Lubbock, TX	Visa, MasterCard, Discover
City of Lubbock Accounting	1625 13 th St, Lubbock TX	Visa, MasterCard, Discover
City of Lubbock Landfill	17304 North FM 2528, Abernathy TX	Visa, MasterCard, Discover
City of Lubbock Landfill	8425 N Ave P, Lubbock TX	Visa, MasterCard, Discover
City of Lubbock Library	1306 9 th St, Lubbock TX	Visa, MasterCard, Discover
Civic Center	1501 Mac Davis Lane, Lubbock TX	Visa, MasterCard, Discover
Environmental Inspection Services	1902 Texas Ave, Lubbock TX	Visa, MasterCard, Discover
Fine Arts Center	4215 University Ave, Lubbock TX	Visa, MasterCard, Discover
Health Department	1902 Texas Ave, Lubbock TX	Visa, MasterCard, Discover
Health Department	Mobile Unit	Visa, MasterCard, Discover
Lake Alan Henry Kiosk	2706 Boat Ramp Rd, Justiceburg TX	Visa, MasterCard, Discover
Lake Alan Henry Permits	1611 10 th St, Lubbock, TX	Visa, MasterCard, Discover
Municipal Court	915 Ave J, Lubbock TX	Visa, MasterCard, Discover, American Express
Office of the City Secretary	1625 13 th St, Lubbock TX	Visa, MasterCard, Discover
Parks Department	1611 10 th St, Lubbock TX	Visa, MasterCard, Discover
Police Administration	916 Texas Ave, Lubbock TX	Visa, MasterCard, Discover
Silent Wings Museum	6202 N I-27, Lubbock TX	Visa, MasterCard, Discover
Water Treatment Plant	6001 North Guava, Lubbock TX	Visa, MasterCard, Discover

EXHIBIT D
Online Payment Locations

Department	Location	System(s) Used
LP&L Online	1301 Broadway, Lubbock TX	CDS Global
Municipal Court	915 Ave J, Lubbock TX	Authorize.net
Buddy Holly Center	1801 Crickets Ave, Lubbock TX	Authorize.net
Airport	5401 N MLK Blvd, Lubbock TX	Republic Parking Services

**EXHIBIT E
INSURANCE**

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. **THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.**

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

<u>Type</u>	<u>Amount</u>
Worker's Compensation or Employers Liability	Statutory
Commercial General Liability per Occurrence Endorsements <ul style="list-style-type: none">- General Aggregate- Products/Op AGG- Personal & Adv. Injury- Contractual Liability	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence or its equivalent.
Automobile Liability a. Any Auto	Combined single limit for bodily injury and of \$500,000 per occurrence or its equivalent

The City of Lubbock shall be named as primary additional insured on auto/general liability with a waiver of subrogation in favor of the City on all coverage's and include products of completed operations endorsement. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied. Copies of all endorsements are required.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

- a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;
- b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;
- c. Provide for notice to the City at the address shown below by registered mail;
- d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;
- e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.
- f. All copies of the Certificates of Insurance shall reference the project name or proposal number for which the insurance is being supplied.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing & Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.



Appendix A

General Information

Name of Organization

Wells Fargo Merchant Services LLC

Address

Wells Fargo Bank, NA
1500 Broadway
Lubbock, TX 79401

Contact Name:

Raine Young
Sr. Business Relationship Manager, Business Banking
Vice President

Phone/Fax Numbers:

806-767-7473(office)
806-548-0279(cell)
806-767-7465(fax)

E-mail Address:

Raine.l.young@wellsfargo.com

Years in Business:

36 Years of Merchant Services Business

Please provide a copy of your Federal and/or State Certification and F.E.I.N.

Wells Fargo Merchant Services LLC. Tax Id #68-0338392.

Please see Exhibit VII

Executive Summary

Provide an overview of the firm's merchant service experience:

For over 30 years, Wells Fargo has been leading the Payment Processing Industry with innovative payment solutions and the superior service and support that businesses need to efficiently process card payments while protecting cardholder information.

In 1976, Wells Fargo was the first bank to offer electronic authorization of Visa® and MasterCard® transactions. And in 1995, Wells Fargo became the first bank to process secure credit card transactions of the Internet, when it was still in its infancy.



In 1993, Wells Fargo and First Data, a global technology leader in information commerce, created a joint venture called Wells Fargo Merchant Services, L.L.C. Today, Wells Fargo Merchant Services, L.L.C. ranks as one of the largest credit card processors in the country, serving more than 158,000 businesses in every state in the U.S. and processing over \$160 billion in transactions annually.

The City of Lubbock will have access to ClientLine, the Wells Fargo Merchant Services online reporting tool. From any Internet-based PC, you can access and analyze transaction detail for all card types, conduct sales audits, manage processing fees, reconcile your checking account, investigate chargebacks, protect against losses, view historical information for analysis and manage cash flow.

Municipal/Governmental Experience

How many years have you served municipal and public sector clients?

Wells Fargo Merchant Services has served municipal clients throughout our 36 year history. For the past 36 years, we have provided our municipal and public sector clients with a dedicated line of business. With our experience in this sector, we know the products and processes used and the governmental codes required for processing.

Municipal Clients

Please list the municipalities that you currently provide merchant card services or have in the past:

Wells Fargo Merchant Services maintains confidentiality agreements with all of our customers. In our efforts to protect client confidentiality, Wells Fargo Merchant Services does not supply vast reference information during the initial RFP response process. With the consent of our clients, we would be glad to provide reference information upon our selection as a finalist. We would extend to you, as our client, the same consideration. However we have provided 3 references for you to contact as an exception.

Customer Service

Is customer service available 24/7? How is it provided (phone or email)? Are there any charges for technical or customer support services?

The City can obtain client services, technical support, and terminal support from Wells Fargo Merchant Services 24 hours a day, 365 days a year at no charge. Our commitment to service excellence is one of the primary reasons customers do business with us. Your relationship manager will be available to assist you as well.

Describe the promotional support you provide (e.g., signs, supplies, funds for specific purposes, advertising allowance). Is there any additional cost for this support?

Wells Fargo Merchant Services supplies Visa, MasterCard, and Debit network signage at no charge. We are happy to discuss this in a more detailed discovery conversation. Please feel free to call Kimberly Rotto at 817-334-7192 for a more in depth discussion around the City's specific promotional needs.



Will a specific customer service representative be assigned to handle this business? Describe the responsibilities of the customer service personnel, including the chain of command for problem resolution.

Wells Fargo Merchant Services will assign the City a merchant services relationship manager who is responsible for providing proactive account management and superior ongoing support. In his/her absence, there will be a dedicated backup relationship manager assigned to your account as well. Duties your Relationship Manager will assist you with will include, but are not limited to:

Information Security Consulting – Cardholder information security is extremely important. Wells Fargo Merchant Services will work with you and our preferred vendors to ensure that the City meets all requirements for Payment Card Industry (PCI) Data Security Standards.

Association Compliance Reviews and Updates – All merchants must comply with Visa and MasterCard operating regulations. From time to time the Associations introduce new rules and your Merchant Relationship Manager will help ensure that you are kept up to date and work with you as needed, if variances or extensions are warranted.

Interchange Management – Your Merchant Relationship Manager can review your transaction activity with you to help ensure that your business is achieving the best possible interchange qualification rate and will provide guidance and suggestions for optimizing transaction processing.

Chargeback Analysis – Customer Service can provide you with a detailed analysis of your chargeback activity, by chargeback reason code and will suggest ways that you can reduce chargebacks.

Chargeback Triage – Visa and MasterCard require that chargeback to sales ratios are not excessive. Wells Fargo Merchant services will proactively monitor your merchant account to identify trends that may indicate a growing problem with Chargeback and recommend strategies and tactics to reduce chargebacks. If chargeback volumes exceed Association parameters, Wells Fargo Merchant Services will partner with you to develop a Chargeback Reduction Plan and will work with the Associations to communicate your plans and progress.

Does the firm have scheduled periodic meetings with customers or client advisory groups to review the service?

Yes. Wells Fargo Merchant Services conducts annual meetings with our customers to perform a merchant business review. The main topics that are covered are processing sales, chargebacks, Interchange qualification, trends or patterns, and new products and services. We cater these meetings to our customers and can schedule them as often as needed.

Wells Fargo Merchant Services also offers various customer focused events including, but not limited to, Customer Advisory Councils, Global Payment Conferences, PCI Conferences, and RM Meetings, etc.:



- **Global Payments Conference:** Wells Fargo Bank hosts an annual Global Payments Conference exclusively for our customers, at no charge. Particular emphasis is placed on the use of technology – electronic products and services enhancements that will help reduce costs and increase efficiencies.
- **PCI Annual Conference:** The Merchant Relationship Management Team host an annual conference for clients to keep updated on PCI compliance updates and changes in the industry that is being regulated to help in the fight against fraud.
- **Relationship Management Meetings:** Scheduled on a frequent basis (either by phone or in person) to discuss the merchant's overall card processing performance experience. Also, our Merchant Relationship Managers will work with you to schedule meetings to discuss interchange qualification, chargeback reduction, compliance, industry change and other topics as the needs arise.

What are the hours of operation for the customer service unit in the Central Time Zone?

Wells Fargo client services, technical support, and terminal support are available to the City 24 hours a day, 365 days a year. Upon implementation, you will be provided with an array of technical and customer support contacts in addition to your dedicated relationship manager contact information.

Are there established turnaround times for research items? If so, specify.

Wells Fargo Merchant Services makes every effort to adhere to a 48-hour turnaround for research items. The City's Merchant Services relationship manager will notify you should a research item require more than 48 hours for resolution.

Do you offer technical support for the software you provide? If so, provide the hours of support operations.

Yes. Wells Fargo client services, technical support, and terminal support are available to the City 24 hours a day, 365 days a year. Upon implementation, you will be provided with an array of technical and customer support contacts in addition to your dedicated merchant relationship manager contact information.

How will you help the City to reduce merchant services costs and manage downgrades? What reporting and tools does the firm have to assist in this process?

Your dedicated Merchant Services Relationship Manager will provide interchange management and chargeback consulting by reviewing your transaction activity to identify preventable downgrades. The City of Lubbock will also have access to ClientLine, the Wells Fargo Merchant Services online reporting database.

We have robust online reporting tools to help you understand and analyze your processing. Our free ClientLine system, available through our Business Track portal is incredibly flexible and reliable. The rates and analysis module within ClientLine allows merchants to easily identify



locations with higher processing costs. Users are able to effectively manage expenses by drilling down on a specific clearing plan to identify the locations contributing to the total. The module also identifies outlets that are processing transaction that are not qualifying at the priced interchange level, and in the process can potentially decrease expenses. Re-education and dissemination of best practices will be provided as a resolution. These factors will continue to be monitored to ensure that you are operating as efficiently as possible. The frequency of the account monitoring will be determined by the client. We have provided information for you as Exhibit II at the end of this proposal to show you examples of ClientLine.

Describe the dispute process and procedures for both cardholders and merchants.

Once Wells Fargo Merchant Services sends a chargeback request, the merchant has 12 calendar days from the date on the request to fax a clear and legible copy of the sales record. It is important to gather as much information about the transaction as possible and to provide a comprehensive response to the request. If the merchant has already issued a credit, a copy of the credit record, including the date and the amount that the cardholder account was credited, must be provided to Wells Fargo Merchant Services. Merchants should always respond to chargeback notices, even if a credit has already been issued.

To dispute a chargeback, the merchant must provide a clear copy of the sales order within 12 business days showing:

- Date of original sale or credit
- Cardholder's account number and name
- Description of goods and services
- Total amount of the sale
- Total amount of the chargeback
- Date of authorization and approval code

Dated cover letter detailing the reasons for requesting a review of the chargeback, including information about the steps taken to prevent the chargeback and documentation to support the dispute (it is important to clearly explain why the customer's complaint is not valid)

Any other supporting documentation such as an AVS code, delivery confirmation (preferably by cardholder), and the correspondence with the cardholder should be included

Merchants should retain a copy of all correspondence and documentation for record keeping purposes. If the documentation is received within reversal timeframes and the dispute warrants a reversal of the chargeback to the card issuer, Wells Fargo Merchant Services will reverse the item back to the card issuer and the merchant account will be credited.

It is important to note that the reversal is contingent upon acceptance of the defense by the card issuer and/or the cardholder. The item may be re-presented a second time and in some cases a third time and the merchant account will be debited accordingly. A reversal is not a guarantee that the chargeback has been resolved in the merchant's favor.

What are the procedures to correct duplicate transactions? Does your system identify and eliminate duplicate transactions automatically? Describe process.

Transactions suspected as duplicates are rejected to our Integrated Suspense Processing System. Wells Fargo Merchant Services then reviews these items and, when we determine a transaction is a duplicate, we send a letter to the merchant containing the transaction detail as supporting documentation. Our letter instructs the merchant to take no further action if the transaction is a true duplicate. If the merchant believes the transaction was valid, the letter also contains



instructions for contacting the Wells Fargo Merchant Services client services team, who will then submit the transaction to our Funding Investigation Unit for reprocessing.

Does the firm offer processing solutions to perform (a) deferred billing, (b) installment billing and (c) recurring billing?

Yes. We offer all of the above.

Describe maintenance and replacement services for leased equipment.

Purchased equipment has a one-year full replacement agreement and after that year, Wells Fargo Merchant Services would offer the City an equipment swap out for a charge. Rental equipment is swapped out at no cost if it malfunctions and leased equipment is swapped out at no charge during the term of the lease. A new lease may be required if the same equipment the City has is no longer available.

Do you periodically provide cost-of-acceptance analyses for clients to ensure the best application and advantage?

Yes. Your merchant relationship manager will work with you regularly to ensure the lowest cost and application. Wells Fargo Merchant Services will work with you to gain the most advantage with regard to cost of acceptance.

Information Reporting

Complete and timely online reporting is a critical factor for the City. The City requires full online reporting, and download capabilities at each location, including the ability to define and sort information at various levels. Reporting should be comprehensive and allow for customization.

The transaction information should include the following information:

- **Operator identification number**
- **Last four digits of cardholder number**
- **Date and time of transactions**
- **Unique trace or reference number**
- **Card type, for example, MasterCard or VISA**
- **Accepted/declined status**
- **Sale/return code**
- **Authorization/approval code**
- **Dollar amount of transaction**



All of the above are included through our ClientLine reporting suite. The chart below is an illustration of how we report.

ClientLine allows you to access and manage your accounts 24 hours a day, 7 days a week, giving you instant access to transaction reports and all four major credit cards on one statement. No set up fees, no monthly fees.

Please see our online demo at: www.myclientline.net

Improve your cash management capabilities:

- Review bank deposits, reconcile activity, research transactions, and more
- Get a quick snapshot of your processing information such as recently settled transactions and bank deposits.

Reduce costs and save time

- Eliminate the storage and cost of paper statements with easy access to online statements
- Investigate and track chargebacks and retrieval requests efficiently
- Perform analysis and generate reports

Access and build customized reports

- Run and schedule reports for the location or group of locations of your choice and get them delivered to you by email or fax
- Identify sources of transactions with higher processing costs with the “rate analysis tool.”

Describe and illustrate your reporting capabilities:

Describe all reports available and the software used to receive and view reports. Provide an overview of reporting cycles, procedures, and capabilities. Provide a sample of each detail and summary report available or a link to sample reports online. Are all information and all reports available on the Internet? Define the download capabilities, level of customization, and drill down capabilities available on online reporting and reports. Describe the daily and/or monthly reconciliation reports available to the merchant. Define:

- **standard reports (transaction reports, funding reports, etc.)**
- **special reporting capabilities**
- **level of detail available**
- **retrieval capabilities**
- **imaging capabilities**
- **access mode**
- **reporting frequency**



Please see full reporting description below as well as samples provided as Exhibit II attached to this proposal.

The City of Lubbock will have access to ClientLine, the Wells Fargo Merchant services online reporting tool. From any Internet-based PC, you can access and analyze transaction detail for all card types, conduct sales audits, manage processing fees, reconcile your checking account, investigate chargebacks, protect against losses, view historical information for analysis and manage cash flow.

Reports available through ClientLine include:

- Sales Audit – Reconcile the amount submitted with the amount processed.
- Checking Account Reconciliation – Reconcile the amount processed with the amount funded in the deposit account.
- Chargeback Investigation – Most chargebacks are caused by the procedure failure at the time when a transaction is first processed. The ability to investigate chargebacks and identify root causes can help your reduce the frequency and cost of future chargebacks.
- Media Retrieval Tracking – Merchants must respond to all media retrieval requests within 12 days or waive requested rights to the resulting chargeback. Reporting and tracking will help you stay in compliance.
- Interchange Rate Analysis – Allows merchants to identify transactions with higher processing costs.
- Historical Trend Analysis – Measures financial and operational performance
- Cardholder/Customer Inquiries – Allows for easy access to cardholder transaction information when cardholders initiate inquiries about sales or credit transactions.
- Fraud Investigation – Allows the merchant to research suspicious cardholder activity.

The flexibility of the ClientLine reporting database enables the creation of many types of reports containing merchant specific, chosen information. For the best experience, we suggest you log on to the online tutorial at www.MyClientLine.net.

What is the standard delivery time frame for reports and statements? What alternatives are available?

The ClientLine reporting database is updated every 24 hours. Paper statements are available monthly.

Please see full reporting description below as well as samples provided as Exhibit II attached to this proposal.

What delivery methods are used for reports (e.g., mail, email, and fax) on reports and statements?

The Report Scheduler feature can deliver all reports directly to the Merchant's email box or fax machine in PDF, Doc, XLS, or CSV format. They can be scheduled to arrive daily, weekly, monthly, quarterly, or annually. Merchant can view all of this information online or have it



delivered via the scheduler. Because of the level of details and options, we suggest that the City of Lubbock log on to the online tutorial at www.MyClientLine.net.

Please see full reporting description below as well as samples provided as Exhibit II attached to this proposal.

Does the firm retain or archive reports for clients? Can all reports be downloaded? Is historical information regarding sales, refunds, and chargebacks maintained in a database for access by the merchant? If a merchant needs historical reports (from a previous reporting period) or a specific time frame how are they made available? How far back are reports available? How long is reporting data stored in your system? How much time does it take to retrieve historical reports or data?

ClientLine, the Wells Fargo Merchant Services online reporting database, will allow you to access historical detailed information for up to 6 months and summary reports for up to 18

Detail information or report	Number of months available
Batch Summaries	6 months + current month
Cardholder detail	6 months + current month
Authorization list and detail	3 months + current month
Chargeback lists	5 months + current month
Chargeback detail	6 months + current month
Checking account transfer	5 months + current month
Online outlet statement	6 months + current month
Financial history	18 months

Historical information not accessible on ClientLine is achieved for time periods mandated by the Card Networks. The amount of time required for retrieval is contingent on the specific information being requested.

Please see full reporting description below as well as samples provided as an Exhibit II attached to this proposal.

Describe how multiple merchant numbers are reported and the flexibility afforded the merchant for customizing the reports. Can the merchant “roll up” specific groups for reporting independent of other groups?

Multiple merchant numbers are reported and the merchant can “roll up” specific groups for reporting, independent of other groups. ClientLine supports hierarchy methodology to access and group locations by their relationship to each other, to banks, and to external business entities. Merchants can have access to view their information at the lead corporate, corporate, or location level. Please see full reporting description below as well as samples provided as Exhibit II attached to this proposal.

Hierarchy Level	Description
Lead-Corporate Level (corporate) <i>(Non-Mandatory)</i>	Identifies if multiple chaining instructions are part of a large corporation. Allows entitled users to view reporting from Lead Corporate Level down to Location Level.
Corporate Level (chain) <i>(Mandatory for multiple outlets of same company)</i>	Identifies if the merchant structure is a single chain or part of a corporation. Allows entitled users to view reporting from Corporate Level down to Location Level.
Location Level (outlet) <i>(Mandatory for single-location merchants)</i>	Identifies that the merchant structures is at the location level only and is not part of a chain or corporation. Allows entitled users to view Location Level reporting only.

Can reports be tailored to send specific sections, for example, report groups comprising a subset of merchant numbers, to different locations? Is there an additional cost for this service? What charges are involved in customized reports?

Yes. ClientLine offers the opportunity to create unique “groups” of your locations by selecting the locations of your choice and running scheduled reports based on those unique groups. The unique group names can easily identify each segment of your portfolio and can be continually applied to scheduled reports in the future.

Once groups have been created, The City can easily go back into the system and add or delete locations to or from a specific group. The group selection can only be used if your access is set at the corporate level or higher and multiple locations are rolling up to your corporate level access.

Reporting is free of charge.

Can reports be tailored to specific financial accounting time schedules?

Yes. Data within ClientLine can be sorted by calendar days or months or can be exported to an Excel document for sorting. Please see full reporting description below as well as samples provided as Exhibit II attached to this proposal.

Describe ad hoc reporting capabilities.

There are many options for the types of reports that the City can generate. Custom reporting/ad hoc needs will be discussed and identified during our initial discovery call. We would be able to provide specific reports that meet your needs at that time.

Do reports encompass/include AMEX and Discover transactions for reconciliation and research purposes?

Yes. Please see full reporting description below as well as samples provided as Exhibit II attached to this proposal.



Describe the training and re-training available for the firm's reports.

Training is available from implementation and throughout your relationship with Wells Fargo.

Provide a sample statement.

Please see full reporting description below as well as samples provided as Exhibit II attached to this proposal.



Reporting Summary

Our online reporting system lets you access your payments-related data quickly and easily so you can focus on putting that information to work for you. From any internet-based PC, you can access and analyze transaction detail for all card types, conduct sales audits, manage processing fees, reconcile your checking account, investigate chargebacks, protect against losses, view historical information for analysis, and manage cash flow.

The reporting system provides access to centralized and comprehensive payment processing information and allows you to analyze the data on a PC. Because it is a web-based tool, the system can generate reports with data from multiple locations and then easily share the reports you create. Data is available by location, selected groups, or across all locations, for greater flexibility and effectiveness in managing your business.

How it works

Rather than waiting for a report, you conduct the analysis that suits you, exactly when you need it. The City can select from more than 100 available reports or create your own by choosing which fields to include, from a comprehensive database that includes the processing of gift cards, checks, and all credit, debit, and Electronic Benefits Transfer (EBT) card transactions. Since it is internet based, you can also easily distribute the report to a chosen location or group of locations at any interval you choose. You decide what information you need to manage your business. In addition, each report is designed to give you what you need, whether it is summary information or details from specific events.

Features

- Standardized, web-based reports that give you access virtually any time to payment processing information
- Dashboard view for a snapshot of essential processing information, including the most recently posted, and for funded transactions and fees
- Detailed reports for drilling down into specific locations, transaction types, adjustments, and more
- Summary information for up to 13 months
- Query builder to construct reports based on selected fields, across selected merchant locations
- Reporting that can be emailed or faxed wherever you need
- Credit, debit, and gift card activity summaries for any selected time period
- Dispute reporting to help you manage chargeback and retrieval expenses

Reports available

- **Sales Audit:** Reconcile the amount submitted with the amount processed
- **Checking Account Reconciliation:** Reconcile the amount processed with the amount funded to the deposit account
- **Chargeback Investigation:** Most chargebacks are caused by a procedure failure at the time when a transaction is first processed; the ability to investigate chargebacks and identify root causes can help The City reduce the frequency and cost of future chargebacks



- **Media Retrieval Tracking:** The City must respond to all media retrieval requests within 12 days or waive reversal rights to the resulting chargeback; reporting and tracking will help The City stay in compliance
- **Interchange Rate Analysis:** Allows The City to identify transactions with higher processing costs
- **Historical Trend Analysis:** Measures financial and operational performance
- **Cardholder/Customer Inquiries:** Allows for easy access to cardholder transaction information when cardholders initiate inquiries about sales or credit transactions
- **Fraud Investigation:** Allows The City to research suspicious cardholder activity

Help your business

- Access payment processing information 24 hours a day, 365 days a year
- Reduce calls to customer service departments
- Drill down into funding events and reconcile total sales
- Create reports and schedule their distribution



Equipment and Software Requirements

How can we process transactions through a computer, POS, and paper-based transactions?

Wells Fargo Merchant Service has a number of robust solutions that may serve you better by streamlining and making your business operations more efficient. One of the products you may want to consider is SecureNet- a very robust and versatile processing solution, used by very large entities (see Exhibit VIII). We recommend an onsite visit with each business unit to understand and determine the best solution for the business units of The City of Lubbock.

Pending our onsite review of your current processing equipment and procedures, we would recommend the following:

- Where you currently have terminals we are recommending replacing them with the FD100 Terminal. (Exhibit VIII).
- Where a business unit currently takes a number of checks and would find electronic conversion advantageous, we would recommend the FD200 Terminal. (Exhibit VIII).
- Where business units are currently using Authorize.net through a vendor, we can support this process and would be pleased to explore if SecureNet might be a viable alternative.

Can you accommodate transactions through a personal computer with card information input with a card reader device?

Yes. This may be an ideal application for SecureNet.

Please confirm that software capabilities include a unique reference number and at least one discretionary data field per transaction.

We can provide a unique reference number and at least one discretionary data field per transaction.

Would you be willing to update paper-based terminals at no cost? If not, please explain terminal costs expected.

Wells Fargo Merchant Services supports a range of different PIN Pads and upon a further technical discovery call; we can determine which solution would be best for The City In addition, we will provide pricing and recommendations comparing purchasing verses lease options. Based on the quantity of PIN Pads The City decides to purchase, we can determine if quantity discounts apply.

Purchased equipment has a one-year full replacement agreement and after that year, Wells Fargo Merchant Services would offer The City an equipment swap out for a charge. Rental equipment is swapped out at no cost if it malfunctions and leased equipment is swapped out at no charge during the term of the lease. A new lease may be required if the same equipment The City has is no longer available.

The City has several vendors that collect accounts on behalf of the City and then remits through our credit card process. Please discuss implementation issues with this.



Based on this planning effort, we will present the City with a mutually agreed upon timetable that satisfies all of your requirements. Please note that timelines may vary depending on the type of processing conversion, POS systems, and the method of processing communication. This custom approach to the transition ensures that the implementation plan and schedule meet the exact needs of your organization and will ensure a smooth transition.

Depository Arrangements

Please explain the process of collections: from merchant card transactions to depositing funds in our bank account. The City of Lubbock is interested in a short depository time.

Using the SecureNet authorization and data capture network, we can accept settlement files at any time during the day. Our cutoff for dial transmission, data capture solutions (POS terminals and ECR) is 2:00 a.m. ET/11:00 p.m. PT.

The platform will change depending on the system, which may also affect settlement and funding timetables. With some VARs, next day funding is not available.

We will memo post files received and processed by the cutoff time to a Wells Fargo demand deposit account (DDA) the next business day by 12:00 p.m. ET/9:00 a.m. PT. Funding to non-Wells Fargo accounts may be delayed due to ACH processing times.

Below is an example of how we fund data capture files received by the established cutoff times for Visa® and MasterCard® card settlement:



Transaction day	Dial batch settlement file submission	Settlement file processing	Wells Fargo DDA funding	Wire transfer funding	ACH funding ¹
Monday	Tue	Tue	Tue	Tue	Wed
Tuesday	Wed	Wed	Wed	Wed	Thurs
Wednesday	Thurs	Thurs	Thurs	Thurs	Fri
Thursday	Fri	Fri	Fri	Fri	Mon
Friday	Sat	Sat	Mon	Mon	Tue
Saturday	Sun	Sun	Mon	Mon	Tue
Sunday	Mon	Mon	Mon	Mon	Tue

¹For ACH deposits, projected funding may vary and the actual time could be longer depending on the DDA bank status with the Federal Reserve.

Wells Fargo Merchant Services will also transmit settlement files to the following:

American Express: We transmit all American Express files at 11:00a.m. ET/8:00 a.m. PT daily by PCID numbered batches; all files are sent at one time during the day.

Discover® Network: We send files after the respective merchant's cutoff, so it depends on which cutoff each merchant is assigned. We generally send files at 5:00 a.m. and 6:00 a.m. ET/2:00 a.m. and 3:00 p.m. PT daily.

Non-bank card funding will depend on the contractual arrangements that the City maintains with specific card issuers; we are happy to help you establish or review such arrangements.

Minimum/Maximum Limits

The City wishes to set minimum/maximum transaction limits by certain merchant identification numbers in accordance with Texas Local Government Code Chapter 132. Most of the maximum limits will be \$1,500; however, a few will be \$5,000. Please address how this can be accomplished in the merchant agreement.

The City will be able to control this with your POS application and will be set up upon implementation.



Security

Please describe security controls and safeguards used to protect credit and debit card transaction information and funds. The successful proposer should be compliant with Payment Card Industry Data Security Standards.

TransArmorSM – Protection from Fraud; Benefits the Consumer and Merchant

The need for data protection in today's environment is an important question to consider, when security breaches are becoming more frequent. Cybercrime increasingly threatens both consumers and merchants.

Due to such a growing need for protection, Wells Fargo Merchant Services offers TransArmor technology to help protect both the consumer and merchant from security breaches. TransArmor is a combination of encryption and tokenization technologies, protecting the consumer transaction and providing safe merchant storage of customer.

TransArmor offers a two-pronged approach to data protection;

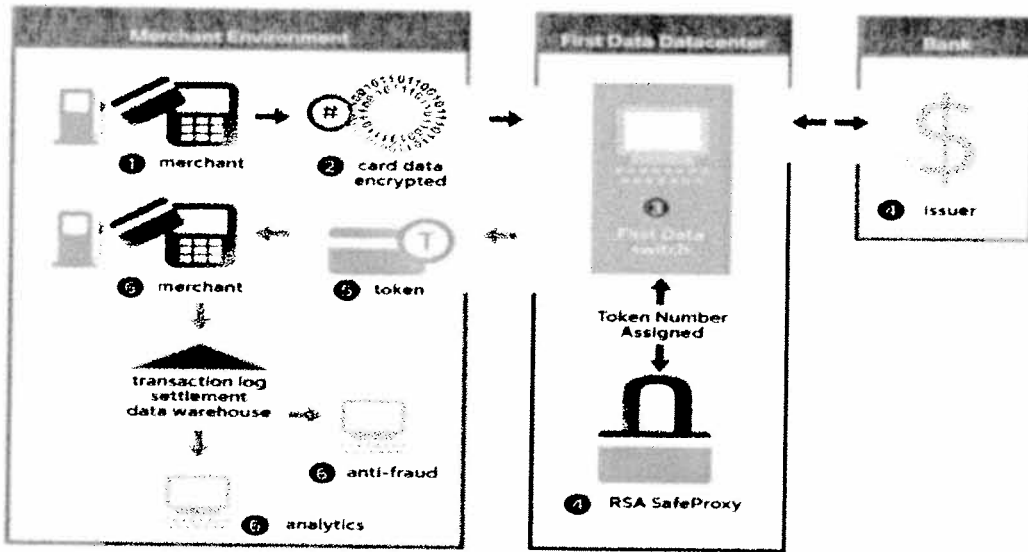
- It secures card transaction with encryption during the authorization process
- It removes card data from the merchant environment with tokenization after the transaction is completed

The TransArmor Token is a 16-digit number that combines a twelve digit randomly generated number with the last four digits of the customer's card number used in the transaction. This structure is particularly important because it facilitates customer transaction research or merchant marketing programs without compromising the security offered by removing the sensitive card data from the merchant's environment. On transaction receipts and daily transaction reports, the token looks like any other truncated cardholder number to the customer or merchant staff.

How does it work?

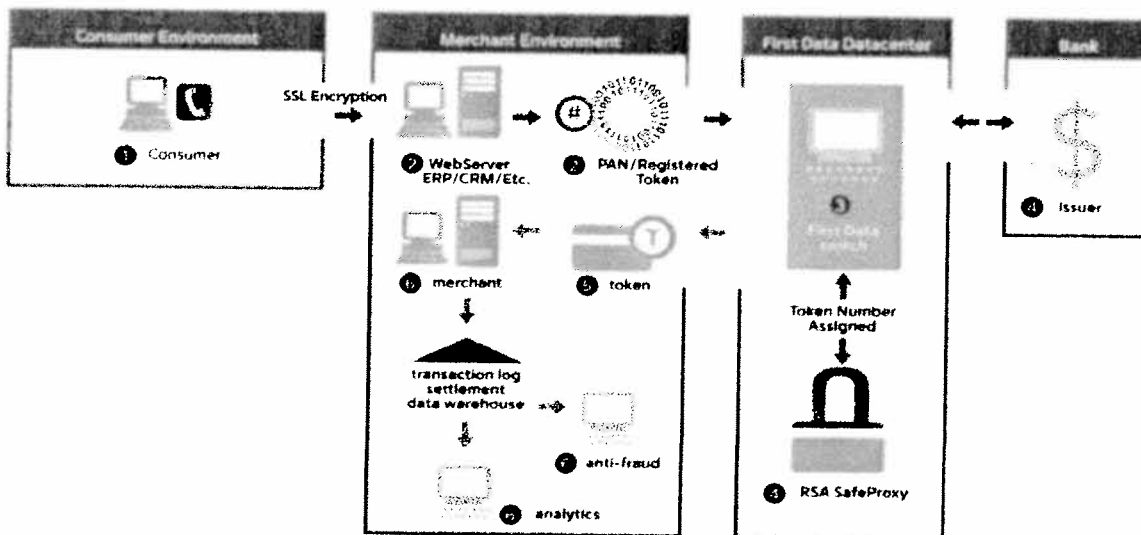
Card Present Transaction:

1. Consumer presents card to merchant
2. Card Data is encrypted and transmitted to the front-end switch
3. The front-end decrypts the data payload
4. Card data is sent to issuing bank for authorization and, in parallel, tokenized
5. Token is paired with authorization response and sent back to the merchant
6. Merchant stores token instead of card data in their environment and uses token for all subsequent business processes



Card Not Present Transaction by the consumer or Recurring Payments initiated by the merchant

1. Card data is keyed into payment page/IVR. If e-Wallet or recurring payment technology is used, a Token can be used to initiate a new transaction
2. Card number is encrypted using session encryption and sent to Wells Fargo Merchant Services
3. Encrypted session is received at datacenter
4. Card number is passed to bank for authorization and SafeProxy server for tokenization
5. Authorization and Token are returned to the merchant
6. Token is stored in place of the card number in all places
7. New financial transactions including sales, adjustments, refunds and settlement use the Token instead of the card number





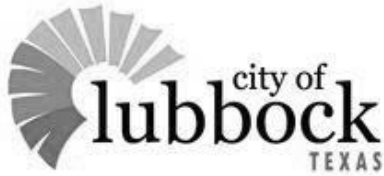
We welcome further conversations around your security concerns and look forward to discussing TransArmor as an option for your business.

Wells Fargo Merchant Services response conditions

We are providing a copy of our Program Guide at the website listed below, which we request to become the final contract, or have incorporated into the final agreement between Wells Fargo Merchant Services and the City with Wells Fargo Merchant service first in order of precedence. If awarded the bid, we are willing to negotiate mutually acceptable terms and wish to clarify that the remaining terms of the Request for Proposal will not apply to the provisions of our services. In addition, the City should be aware that the processing of credit and debit card transactions is subject to the terms, conditions, policies, and procedures of the Visa and MasterCard Card Associations and the non-bankcard issuers.

All card-processing responses in this document are subject to the Wells Fargo Merchant Services' Merchant Processing Agreement. If there are conflicts with the terms and conditions in the Wells Fargo Merchant Services' Merchant Services Agreement and the terms and conditions in this Request for Proposal, Wells Fargo Merchant Services will negotiate in good faith to resolve. The terms, conditions, policies, and procedures of the Visa and MasterCard Associations and the non-bankcard issuers are independently established and beyond the control of Wells Fargo Merchant Services. Card Association mandated fees and assessments are governed by the Card Associations and are subject to change during the term of the contract. A copy of our Program Guide can also be found at the following website: www.wellsfargo.com/downloads/pdf/biz/merchant/program_guide.pdf

Information contained in this response is valid for 60 days from the date of submittal.



Regular City Council Meeting

5. 5.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute unit price contract 10839 with Allen Butler Construction, Inc., of Ransom Canyon, Texas, for repair of the erosion on the dry side of the John T. Montford Dam, RFP 12-10839-MA.

Item Summary

The John T. Montford Dam was completed in 1994. Since that time the dry side of the dam face has had continual issues with the irrigation system and erosion; due to extended periods of drought followed by high intensity rainfall, resulting in erosive soil conditions.

This project involves clearing, grubbing, and reworking existing soils to replace the dam back to the original slope condition; improving the existing roadway and drainage; and the installation of a high performance turf reinforcement mat system to prevent future erosion on the dam.

Proposals were received from the following contractors:

Allen Butler Construction, Inc., Lubbock, TX	\$3,448,945
Lone Star Dirt and Paving, Inc., Lubbock, TX	4,001,344
Earth Builders, L.P., Decatur, TX	5,189,640
AUI Contractors, LLC, Forth Worth, TX	5,134,712
Utility Contractors of America, Inc., Wolfforth, TX	5,480,724

An evaluation committee reviewed the proposals based on the following criteria: 65% for Price, 30% for Contractor Qualifications, and 5% for Safety Record. Proposals were ranked as follows:

Allen Butler Construction, Inc., Lubbock, TX	88 points
Lone Star Dirt and Paving Lubbock, Inc., TX	77 points
Earth Builders, L.P., Decatur, TX	76 points
AUI Contractors, LLC, Forth Worth, TX	71 points
Utility Contractors of America Wolfforth, Inc., TX	66 points

This project is awarded by unit price. The total amount of this award is estimated and actual expenditures may be more or less depending on actual requirements. The price per unit will not change. Staff recommends award to Allen Butler Construction, Inc., of Ransom Canyon, Texas, for the contract price of \$3,448,945.

Fiscal Impact

\$7,505,889 is appropriated in Capital Improvement Project 8543, Lake Alan Henry Repairs and Maintenance, with \$3,448,945 available for this purpose.

Staff/Board Recommending

Marsha Reed P.E., Chief Operations Officer

Attachments

Reso and PW Contract

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 10839 for John T. Montford Dam Erosion Contract Project, by and between the City of Lubbock and Allen Butler Construction, Inc. of Ransom Canyon, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Allen Butler
October 22, 2012

**** REVISED ****
PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 10-18-12

PROJECT NUMBER: RFP 12-10839-MA, John T. Montford Dam Erosion Control Project

Proposal of Allen Butler Const., Inc (hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a **John T. Montford Dam Erosion Control Project** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BID ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT PRICE	TOTAL COST
GENERAL ITEMS					
1	Mobilization - Including Contractor mobilization, insurance, payment bond, performance bond and demobilization.	1	LS	\$ 8,976. ⁵⁵	\$ 8,976. ⁵⁵ -
2	SWPPP - Including preparation, NOI, implementation of a SWPPP plan, NOT and all other work considered incidental to this item.	1	LS	\$ 30,100. ⁰⁰	\$ 30,100. ⁰⁰ -
EARTHWORK/ SITE PREPERATION					
3	Clearing/Grubbing- Including the removal of all organics, rocks, pvc, valve boxes, and etc. from the proposed site specified herein.	131164	SY	\$ 1.02	\$ 133,787. ²⁸ -
4	Restoration of the Dam Face - Includes the restoration the dam face including: restore the grade of the dam to a 3:1 slope from existing site condition starting at the opening trench, filling washouts ranging from two feet wide and eight feet deep to minimum washout depth while bringing all earthwork across the dam face up to 90 % compaction +/- 2% optimum moisture content.	131164	SY	\$ 5.29	\$ 693,857. ⁵⁶ -
5	Fill - Includes removal of the soil from an approved site and hauled to the site for appliaction.	60000	CY	\$ 0.01	\$ 600. ⁰⁰ -
6	Road Work - Includes the rework of existing soils and restoring road to 95% compaction +/- 2% optium moisture	3120	LF	\$ 25.87	\$ 80,714. ⁴⁰ -

7	Drainage Channel - Installation of proposed drainage channel specified herein.	6000	SF	\$ 7.80	\$ 46,800.00 -
8	Independent Lab Testing - Contractor will be responsible for providing an independent lab testing to perform all compaction testing as required by the specifications herein, and cylinder breaks on concrete. The City of Lubbock will not be responsible for retesting and will not pay for non passing tests.	1	LS	\$ 33,090.61	\$ 33,090.61 -
MAT PREPERATION/ INSTALLATION					
9	Mat Installation - Includes the application of the dual mat system specified herein.	144280	SY	\$ 16.78	\$ 2,421,018.40 -
TOTAL PROJECT AMOUNT \$ 3,448,944.80 -					

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within Two Hundred and Seventy (270) CONSECUTIVE CALENDAR thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of \$300 (Three Hundred) for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

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

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

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Proposal Bond in the sum of 590 Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Marilyn Butler
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No.	<u>1</u>	Date	<u>9-10-12</u>
Addenda No.	<u>2</u>	Date	<u>9-26-12</u>
Addenda No.	<u>3</u>	Date	<u>10-5-12</u>
Addenda No.	<u>4</u>	Date	<u>10-12-12</u>

Date: 10-18-12

Allen Butler
Authorized Signature

Allen Butler
(Printed or Typed Name)

Allen Butler Const., Inc
Company

24 S Lakeshore Drive
Address

Ransom Canyon, Lubbock
City, County

Texas, 79366
State Zip Code

Telephone: 800 - 745-7498
Fax: -

Email: 806-745-7577
FEDERAL TAX ID or SOCIAL SECURITY No.

75-2602051

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 29, 2012**

Capital Project Number: 8543
 Capital Project Name: LAH Repairs and Maintenance

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 45,852
Professional Services	1,407
Equipment, Maintenance & Repairs	5,700
EGL Construction Contract - Sluce Gate Repair	66,687
TTS Construction Contract - Intake Inspection	7,380
Rodney Hunt Co.	4,350
Freese and Nichols Contract - LAH Intake Structure	416,700
Misc Other Equipment	172
 <i>Agenda Item November 29, 2012</i>	
Butler Construction Contract - Dam Erosion Repair	3,448,945
<i>Encumbered/Expended to Date</i>	3,997,193
 <i>Estimated Costs for Remaining Appropriation</i>	
Repairs and Maintenance	3,508,696
<i>Remaining Appropriation</i>	3,508,696
Total Appropriation To Date	\$ 7,505,889

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Maintenance and repairs associated with the John T. Montford Dam at Lake Alan Henry. Maintenance and repairs are restricted to the dam, spillway, and structures associated with the John T. Montford Dam. Maintenance and repair projects will be evaluated and implemented based on importance related to the structure and safety of the dam. One project that will be considered will be erosion control on the dam and around the spillway. Erosion has caused decreased stability in the soils on the dam and around the spillway that has resulted in sedimentation buildup in the spillway.

Project Justification

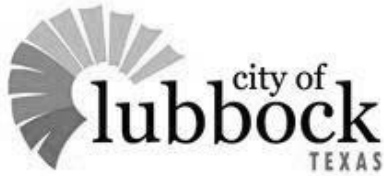
Maintenance and repairs necessary to maintain and operate the dam and structures associated with the operation of the facilities.

Project History

\$505,889 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
 \$2.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 \$3.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$2.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	5,505,889	2,000,000	2,000,000	0	0	0	0	9,505,889
Total Project Appropriation	5,505,889	2,000,000	2,000,000	0	0	0	0	9,505,889

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2011 Water Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2012 Water Revenue CO's	3,000,000	0	0	0	0	0	0	3,000,000
FY 2014 Water Revenue CO's	0	0	2,000,000	0	0	0	0	2,000,000
LAH Repair/Replacement Fund	505,889	0	0	0	0	0	0	505,889
Prior Year Bonds	0	2,000,000	0	0	0	0	0	2,000,000
Total Funding Sources	5,505,889	2,000,000	2,000,000	0	0	0	0	9,505,889



Regular City Council Meeting

5. 6.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute an agreement with S&S Commercial Properties for the paving of the City's unpaved portion of 66th Street East of Iola Avenue.

Item Summary

As a part of the development along 66th Street between Iola Avenue and Milwaukee Avenue, S&S Properties and Bacon Crest, Ltd., are constructing the full width collector section of 66th Street adjacent to this area. Iola Business Park is the only property along this section of 66th Street that was previously platted.

When Iola Business Park was platted, prior to 2004, the developer was required to prepay the paving cost of the adjacent collector except for the center ten feet of the roadway. The center ten feet was paid for by the City of Lubbock under the Paving Policy approved by the City Council at that time. In 2004, the City Council approved a change to the Paving Policy that now requires the adjacent developer to pave all of the collector street. In light of the Policy changing after the Iola Business Park platting and prior to prepayment of the paving costs, staff is recommending that the City participate in thirty percent of the paving cost for the section of 66th Street adjacent to the previously platted property.

The total estimated cost for paving the one half mile of 66th Street is \$574,573 with \$35,667 representing the 30% portion of the previously platted property.

Fiscal Impact

\$28,022,068 is appropriated in Capital Improvement Project 92248, Street Maintenance Program, with \$35,667 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operations Officer

Attachments

Resolution - S&S Commercial

Developers Agreement - S&S

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Development Agreement for design and construction of a portion of 66th Street, by and between the City of Lubbock and S&S Commercial Properties, LTD, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E. Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Agrmt-S&S Commercial Properties LTD
October 3, 2012

STATE OF TEXAS §

COUNTY OF LUBBOCK §

**DEVELOPMENT AGREEMENT
for
DESIGN and CONSTRUCTION
of
PORTION OF 66TH STREET**

This Development Agreement (“Agreement”) is entered into this ____ day of _____, 2012, by and between the City of Lubbock, Texas, a Texas home rule municipal corporation (the “City”) and S&S Commercial Properties, LTD (“the Developer”).

WITNESSETH:

WHEREAS, Developer is the developer of certain real property adjacent to 66th Street, located within the corporate limits of the City;

WHEREAS, Developer is required, pursuant to Chapter 36 of the Code of Ordinances of the City, to participate in the paving of 66th Street from Iola Avenue to Milwaukee Avenue, and to bear the cost of such participation;

WHEREAS, a portion of 66th Street is related to the Developer's development and is unpaved (the “Unpaved Portion”), said Unpaved Portion of 66th Street being depicted on Exhibit “A”, attached hereto, and is not the responsibility of Developer to participate in such paving;

WHEREAS, the Unpaved Portion is approximately six percent (6.2%) of the contract that the Developer will enter into related to the 66th Street paving project;

WHEREAS, the City desires that such Unpaved Portion now be paved;

WHEREAS, the City, to realize cost savings due to economies of scale, now desires that Developer perform such paving of the Unpaved Portion of 66th Street and that the City reimburse Developer for such costs; and

WHEREAS, the City and Developer now desire to enter into this Agreement wherein City agrees to pay to Developer the City's allocated portion of the costs related to the paving of the Unpaved Portion of 66th Street.

NOW, THEREFORE, in consideration of the mutual covenants, promises and obligations set forth herein, the sufficiency of which is hereby acknowledged, the City and Developer hereby agree as follows:

SECTION 1 Developer Activities

1.01 Developer shall proceed in a diligent manner to completion of the Unpaved Portion of 66th Street in accordance with all applicable laws, City of Lubbock Code of Ordinances, and City of Lubbock policies. Completion of paving shall occur on or before March 31, 2013. Completion of the Unpaved Portion of 66th Street shall not be deemed to have occurred unless and until the City shall have accepted such paving as being in compliance with the terms of this Agreement.

1.02 Developer shall comply with applicable laws related to private performance of public improvements, including without limitation, Subchapter C of Chapter 212 of the Local Government Code.

SECTION 2 City Participation

2.01 The City shall, subject to the terms hereof, participate in the paving of the Unpaved Portion of 66th Street to an amount not to exceed, thirty five

thousand six hundred sixty six and 91/100 Dollars (\$35,666.91), based on the actual bid prices of the Unpaved Portion. It is expressly hereby represented and warranted by Developer to City that the total contract price regarding this project is estimated to be five hundred seventy four thousand five hundred seventy three and 27/100 Dollars (\$574,573.27).

2.02 The City shall pay to Developer the actual bid price amount, as limited herein, upon completion of the Unpaved Portion of 66th Street, and inspection and acceptance thereof by the City. It is expressly stipulated that the City shall owe no funds to Developer unless and until the Unpaved Portion of 66th Street is completed in accordance with all laws, City of Lubbock Code of Ordinance provisions, and City of Lubbock policies.

2.03 Under no circumstance or event shall the participation of the City exceed thirty percent (30%) of the total contract price contemplated by subchapter C of Chapter 212 of the Texas Local Government Code. In the event such participation, as computed and limited herein by the "not to exceed" sum provided in Section 2.01, above, shall so exceed thirty percent (30%) of the contract price, the City shall be obligated to pay only thirty percent (30%) of the contract price, but never more than the "not to exceed" sum provided in Section 2.01, above.

SECTION 3 Performance Bond

3.01 Developer shall execute a Performance Bond for the construction of the Unpaved Portion of 66th Street to insure completion of the project. The bond

must be executed by a corporate surety in accordance with Chapter 2253, Government Code, State of Texas. The performance bond shall be submitted to the City Engineer of the City of Lubbock on or before beginning any work on the Unpaved Portion. In the event such performance bond is not so submitted, this Contract shall be null and void and of no force and effect.

SECTION 4 Additional Safeguards

4.01 All of Developer's books and other records related to the Developer's paving of 66th Street shall be available for inspection by the City at the offices of Developer at 6306 Iola Avenue, Suite 200, Lubbock, Texas, upon and during business hours thereof.

Developer shall furnish actual contract documentation to the City that depicts the actual costs of paving of 66th Street prior to request for payment from the City.

SECTION 5 Term

5.01 The term of this Agreement shall begin on the date of execution of this Agreement by City and end upon the complete performance of all obligations by each party to this Agreement.

SECTION 6 Indemnity

6.01 Developer agrees to defend, indemnify, and hold City, its officers, agents, employees, and elected officials, harmless from and against any and all claims, lawsuits, liabilities, judgments, costs and expenses for any harm for which recovery of damages is sought that may arise out of, be

occasioned by or related to Developer's breach of any of the terms or provisions of this Agreement.

SECTION 7 Events of Default / Remedies

- 7.01 A default shall exist if either party fails to perform or observe any material covenant or obligation contained in this Agreement, or if any material representation and/or warranty provided for herein is not true or correct. The non-defaulting party shall notify the defaulting party in writing upon becoming aware of any event that constitutes a default. Such notice shall specify the nature of the default and what action, if any, the non-defaulting party requires or proposes to require with respect to curing the default.
- 7.02 If a default shall occur and be continuing, after ten (10) days written notice to cure such default, the non-defaulting party may pursue any and all remedies it may be entitled to at law, contract, equity, or otherwise, including without limitation, termination of this Agreement. It is agreed that failure to declare this Agreement terminated upon the default of Developer for any of the reasons set forth above shall not be construed as a waiver of any of the City's rights hereunder or otherwise bar or preclude City from declaring this Agreement terminated as a result of any subsequent violation of any of the terms or conditions of this Agreement. All of such remedies are expressly cumulative and the exercise of one or more remedies shall not preclude the simultaneous or subsequent exercise of different or additional remedies.

SECTION 8 Miscellaneous

- 8.01 This Agreement is performable in Lubbock County, Texas, and venue for any action arising out of this Agreement shall be exclusively in Lubbock County, Texas. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.
- 8.02 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, (4) days after depositing such notice in the United States mail, as set forth above.

For City:

Lee Ann Dumbauld, City Manager
City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457
Facsimile No. 806-775-2051

with copy to:

Marsha Reed, Chief Operating Officer
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
Facsimile No. 806-775-3074

For Developer:

Marc Shipton
6306 Iola Avenue, Suite 200
Lubbock, TX 79424

- 8.03 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, except as may otherwise be provided herein, such invalidity, illegality or unenforceability shall not in any way affect any other provision hereof and this Agreement shall be considered as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.
- 8.04 City and Developer each bind themselves and their successors and assigns to the other parties of this Agreement. Developer represents and warrants to City that it (i) possesses the requisite power and authority to execute, deliver and perform this Agreement; (ii) has taken all actions and formalities necessary to authorize Developer to execute, deliver and perform this Agreement; and (iii) the party executing for and on behalf of Developer has been duly authorized to act in such behalf for Developer.
- 8.05 City and Developer herein recognize that the continuation of any agreement at the close of any given fiscal year of the City of Lubbock, Texas, which fiscal year ends on September 30 of each year, shall be subject to Council budget approval of the City, providing for or covering such agreement item as an expenditure therein. The City does not

represent that said budget item will actually be adopted as this determination is within the sole discretion of the City Council.

8.06 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.

The parties enter into this Agreement on the _____ day of _____, 2012.

DEVELOPER: S&S Commercial Properties, LTD

By: 
MARC SHIPTON, PRESIDENT

CITY OF LUBBOCK


GLEN ROBERSTON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Marsha Reed
Chief Operating Officer
APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 29, 2012**

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

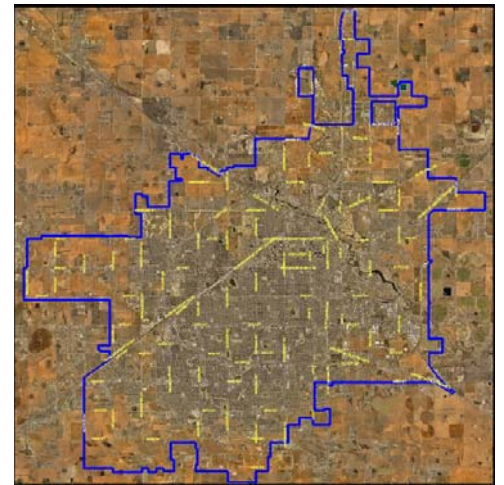
	Budget
Capital Project Number:	
<i>Encumbered/Expended</i>	
FY 2010-11 Street maintenance and construction	\$ 7,958,621
Lone Star Dirt & Paving (Asphalt Patching)	1,545,867
Lone Star Dirt & Paving (Concrete Repairs)	949,300
Ballou Pavement Solutions (2012 Micro-Surfacing Project)	4,992,796
Pavement Restoration	197,252
Bee Equipment Sales (Lease Asphalt Paver)	45,000
Ballou Pavement Solutions (2012 Micro Change Order #1)	39,782
Water System Improvements	396
Admin Cost	2,066
Asphalt	122,227
Mac Davis Lane Design	29,731
 <i>Agenda Item November 29, 2012</i>	
S & S Commercial Properties - Paving of 66th East of Iola	35,667
<i>Encumbered/Expended To Date</i>	15,918,705
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	12,103,363
<i>Remaining Appropriation</i>	12,103,363
 Total Appropriation	\$ 28,022,068

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

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

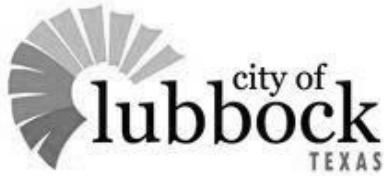
\$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

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

\$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	18,541,969	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	77,598,729
Total Project Appropriation	18,541,969	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	77,598,729

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2011 10-Year Certificates of Obligation	9,201,970	0	0	0	0	0	0	9,201,970
FY 2012 10-Year Certificates of Obligation	9,339,999	0	0	0	0	0	0	9,339,999
FY 2013 10-Year Tax-Supported Revenue CO's	0	9,480,099	0	0	0	0	0	9,480,099
FY 2014 10-Year Tax-Supported Revenue CO's	0	0	9,622,300	0	0	0	0	9,622,300
FY 2015 10-Year Tax-Supported Revenue CO's	0	0	0	9,766,635	0	0	0	9,766,635
FY 2016 10-Year Tax Supported Revenue CO's	0	0	0	0	9,913,135	0	0	9,913,135
FY 2017 10-Year Tax Supported Revenue CO's	0	0	0	0	0	10,061,832	0	10,061,832
FY 2018 10-Year Tax-Supported Revenue CO's	0	0	0	0	0	0	10,212,759	10,212,759
Total Funding Sources	18,541,969	9,480,099	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	77,598,729



Regular City Council Meeting

5. 7.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute unit price Contract 10964 with Lone Star Dirt and Paving, Ltd., for strip paving of 114th Street between Memphis Avenue and Indiana Avenue, BID 12-10964-CI.

Item Summary

This project is for the paving of 114th Street from Indiana Avenue to Memphis Avenue to accommodate the changing needs of the area due to development and higher traffic volumes. The project will consist of paving the roadway with two lanes of concrete paving. This project is the final phase of the 2009 Capital Bond Package to pave 114th from Slide Road to University Avenue.

Bids were received from the following companies:

Lone Star Dirt and Paving, Ltd., of Lubbock, TX	\$651,140
Allen Butler Construction, Inc., of Ransom Canyon, TX	704,610

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

Staff recommends contract award to the lowest bidder, Lone Star Dirt and Paving, Ltd. of Lubbock, Texas for \$651,140. Time for completion is 108 working days with liquidated damages of \$1,040 per working day.

Fiscal Impact

\$3,210,000 is appropriated in Capital Improvement Project 92219, 114th Street - University Avenue to Slide Road, with \$651,140 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operations Officer

Attachments

Reso and PW Contract

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 10964 for concrete paving of 114th Street between Memphis and Indiana Avenues, by and between the City of Lubbock and Lone Star Dirt & Paving, 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:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Lone Star
October 31, 2012

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: 10-30-12

ITB 12-10964-CI - Concrete Paving of 114th Street between Memphis and Indiana Avenues

Bid of Lone Star Dirt & Pav Ltd (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **Concrete Paving of 114th Street between Memphis and Indiana Avenues**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Removal of existing asphalt surface (caliche base to be reused for fill), and all necessary incidentals to complete the work. Salvaged material shall be the property of the contractor.	SY	385	<u>3⁰⁰</u>	\$ <u>1,155⁰⁰</u>
2	Earthwork, includes 4,310 CY cut, and 1,310 CY fill along the project corridor for a net cut of 3,000 CY including grading and compaction according to plans and reworking subgrade to required density in the roadbed, all shaping of ditches, all haul and legal disposal of excess material, all necessary incidentals to complete work, furnished and installed, complete in place.	LS	1	<u>17,515⁰⁰</u>	<u>17,515⁰⁰</u>
3	Cement stabilized subgrade constructed in accordance with TxDOT Item 275 Cement Treatment with a cement content of 3% and mixed to a depth of 12", including all necessary incidentals to complete work, furnished and installed, complete in place.	SY	7,980	<u>4⁵⁰</u>	<u>35,910⁰⁰</u>
4	Continuously reinforced City of Lubbock Class C concrete paving in compliance with standard details in the plans, including jointing, sawing, and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	SY	10,295	<u>47⁵⁰</u>	<u>489,012⁵⁰</u>
5	Sleeper slab and asphalt patch constructed according to details in plans, including excavation, flow fill, and all necessary incidentals to complete the work, furnished and installed, complete in place.	SY	125	<u>53⁰⁰</u>	<u>6,625⁰⁰</u>

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
6	Manhole or Lake Alan Henry Waterline valve adjustment, complete and in-place, per each manhole deemed necessary for relocation by representative designated by engineer.	EA	6	1,500 ⁰⁰	9,000 ⁰⁰
7	Water valves adjustment, complete and in-place, per each valve deemed necessary for relocation by representative designated by engineer.	EA	5	300 ⁰⁰	1,500 ⁰⁰
8	Two-sack cement flowable fill to be used as directed by engineer furnished and installed.	CY	25	175 ⁰⁰	4,375 ⁰⁰
9	4" Solid White Line thermoplastic striping, in accordance with TxDOT Item 666 'Reflectorized Pavement Markings', including surface preparation in accordance with TxDOT Item 678 'Pavement Surface Preparations', materials, striping and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	LF	6,000	.90	5,400 ⁰⁰
10	4" Solid Yellow Line thermoplastic striping, in accordance with TxDOT Item 666 'Reflectorized Pavement Markings', including surface preparation in accordance with TxDOT Item 678 'Pavement Surface Preparations', materials, striping and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	LF	6,000	.90	5,400 ⁰⁰
11	8" Solid White Line thermoplastic striping, in accordance with TxDOT Item 666 'Reflectorized Pavement Markings', including surface preparation in accordance with TxDOT Item 678 'Pavement Surface Preparations', materials, striping and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	LF	150	2.10	315 ⁰⁰
12	24" Solid White Line thermoplastic striping, in accordance with TxDOT Item 666 'Reflectorized Pavement Markings', including surface preparation in accordance with TxDOT Item 678 'Pavement Surface Preparations', materials, striping and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	LF	200	10.50	2,100 ⁰⁰
13	24" Solid Yellow Line thermoplastic striping, in accordance with TxDOT Item 666 'Reflectorized Pavement Markings', including surface preparation in accordance with TxDOT Item 678 'Pavement Surface Preparations', materials, striping and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	LF	150	11.03	1,654 ⁵⁰
14	Left Turn Arrow thermoplastic striping, in accordance with TxDOT Item 668 'Prefabricated Pavement Markings', including surface preparation in accordance with TxDOT Item 678 'Pavement Surface Preparations', materials, striping and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	EA	3	183.75	551.25

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
15	Raised Pavement Markers Ty I-C, in accordance with City of Lubbock standard specifications, including surface preparation in accordance with TxDOT Item 678 'Pavement Surface Preparations', materials, placement and all necessary incidentals to complete the work, furnished and installed, complete and in-place.	EA	55	5 ²⁵	288 ²⁵
16	Raised Pavement Markers Ty II-A-A, in accordance with City of Lubbock standard specifications, including surface preparation in accordance with TxDOT Item 678 'Pavement Surface Preparations', materials, placement and all necessary incidentals to complete the work, furnished and installed, complete and in-place	EA	150	5 ²⁵	787 ⁵⁰
17	24" Reinforced Concrete Pipe, Class III, measured in accordance with TxDOT Item 464, including all necessary incidentals to complete work, furnished and installed, complete and in-place.	LF	280	65 ⁰⁰	18,200 ⁰⁰
18	Safety End Treatment for 24" RCP, Type II, Cross Drainage in compliance with TxDOT Specification 467 and TxDOT standard details.	EA	14	2,800	39,200 ⁰⁰
19	Concrete riprap, thickness and reinforcement according to plans, Class A concrete, including adjacent toe construction, trenching, jointing, and all incidentals to complete work, furnished and installed, complete and in-place.	SY	27	75 ⁰⁰	2,025 ⁰⁰
20	Block Sodding in accordance with TxDOT Item 162, to be used as directed by engineer, furnished and installed.	SY	25	50 ⁰⁰	1,250 ⁰⁰
21	Seeding in accordance with TxDOT Item 164, to be used as directed by engineer, furnished and installed.	SY	25	15 ⁰⁰	375 ⁰⁰
22	Storm Water Pollution Prevention Plan, including Storm Water Review application Storm Water Pollution Prevention Plan, inspections, record keeping, maintenance, silt fences, hay bales, sand bags, diversion swales and any other measures and/or incidentals required for compliance with TPDES permit.	LS	1	2,000 ⁰⁰	2,000 ⁰⁰
23	Traffic Control, including temporary barricades, signage, traffic handling and other traffic control devices, furnished and installed, complete and in-place, for the duration of construction activity.	LS	1	2,500 ⁰⁰	2,500 ⁰⁰
24	Mobilization - Including relocation of construction equipment to project site, insurance, payment bond, performance bond, and demobilization.	LS	1	3,000 ⁰⁰	3,000 ⁰⁰
TOTAL BASE BID (ITEMS 1 - 24)				\$	651,139 ⁵⁰

S.T. Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **ONE-HUNDRED AND EIGHT (108) WORKING DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **ONE-THOUSAND FORTY DOLLARS (\$1,040)** for each **consecutive working day** in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **SEVENTY (70)** calendar days after the scheduled closing time for receiving bids.

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

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

ST Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of 5% Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 10-30-12

[Signature]
Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Pav Ltd
Company

11820 Univ Ave
Address

Lub, Lub
City, County

TX, 79423
State, Zip Code

Telephone: 806 - 745 - 6011

Fax: 806 - 745 - 4074

FEDERAL TAX ID or SOCIAL SECURITY No.

8000 13091

EMAIL: lonestarsteve@nts-online.net

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

- Addenda No. D Date _____
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 29, 2012**

Capital Project Number: 92219
 Capital Project Name: 14th Street - Indiana Avenue to Memphis Avenue

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff	\$ 81,580
Site Conditions Testing	1,950
Advertising and Promotion	436
Utility Adjustments	704
Environmental Permits	450
Lone Star Dirt and Paving - Phase 1	765,785
Allen Butler Contract - Phase II	650,789
 <i>Agenda Item November 29, 2012</i>	
Lone Star Dirt and Paving Contract - Phase 3	651,140
<i>Encumbered/Expended To Date</i>	2,152,834
 <i>Estimated Costs for Remaining Appropriation</i>	
City of Lubbock Staff Time	20,000
Construction	1,037,166
<i>Remaining Appropriation</i>	1,057,166
 Total Appropriation	 \$ 3,210,000

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Construct three-lane strip paving and necessary connections to existing side streets and alleys.

Project Justification

The development and traffic demands continue to increase in this area. The existing unpaved road is in poor condition and requires continual maintenance to keep it passable.

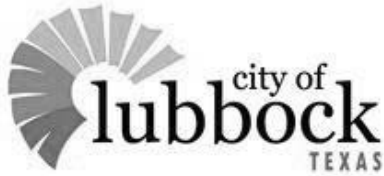
Project History

\$480,000 was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-O0106, December 2, 2009.

\$2,730,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	2,730,000	0	0	0	0	0	0	2,730,000
Design and Engineering	480,000	0	0	0	0	0	0	480,000
Total Project Appropriation	3,210,000	0	0	0	0	0	0	3,210,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2010 General Obligation Bonds	480,000	0	0	0	0	0	0	480,000
FY 2011 General Obligation Bonds	2,730,000	0	0	0	0	0	0	2,730,000
Total Funding Sources	3,210,000	0	0	0	0	0	0	3,210,000



Regular City Council Meeting

5. 8.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Job Order Contract 13-11040-JOC with Talon/LPE of Amarillo, Texas, for the demolition of residential properties on Milwaukee Avenue.

Item Summary

The City has acquired right-of-way for the widening of Milwaukee Avenue from 94th Street to 114th Street. Upon completion of the acquisition of the properties, the City solicited bids for the purchase and relocation of the structures located at 10108 and 10002 Milwaukee Avenue. No bids were received. This contract is for the demolition and removal of all above ground structures, basements or storm shelters, and septic systems and water wells located on these two properties. The contract also includes the asbestos abatement of these structures.

The \$198,081 contract with Talon/LPE of Amarillo, Texas, is made through BuyBoard Contract No. 2012 Area J – TAL, using an electronic system known as EZIQ, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contracts are based on a catalog of pre-priced construction tasks for all divisions of construction. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

Time for completion is 60 consecutive calendar days with liquidated damages of \$100 per calendar day.

Fiscal Impact

\$3,700,000 is appropriated in Capital Improvement Project No. 92158, 98th, Frankford and Milwaukee, with \$198,081 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operations Officer

Attachments

[Reso and Contract](#)

[Budget Detail](#)

[CIP Detail](#)

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 13-11040-JOC for demolition of residential properties on Milwaukee Avenue, by and between the City of Lubbock and Talon/LPE of Amarillo, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Talon LPE
November 12, 2012


Work Order Signature Document

BUYBOARD EQIQC Contract No.: 2012 Area J - TAL	
<input type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 013977.00	Work Order Date: 10/22/2012
Work Order Title: Demolition of Residential Properties on Milwaukee Avenue	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Talon/LPE</u>
Contact: <u>Neil Welch</u>	Contact: <u>Jody Henderson</u>
Phone: <u>(806) 775-3294</u>	Phone: <u>(806) 467-0607</u>
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EQIQC Contract No. 2012 Area J - TAL.	
<u>Brief Work Order Description:</u> Demolition of Residential Properties on Milwaukee Avenue	
Time of Performance <i>60 Calendar Days. Liquidated Damages \$100 per calendar day.</i>	

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
013977.00	98 th and Milwaukee; to include 10108 & 10002 Milwaukee Avenue	\$198,081.07

CITY OF LUBBOCK


Glen C. Robertson, Mayor


 _____ 10/8/12
 Jody Henderson, Project Manager
 Talon/LPE

Attest: _____
Rebecca Garza, City Secretary

Owner's Representative


 Neil Welch, Capital Projects Engineer

APPROVED AS CONTENT:


 Marsha Reed, P.E.,
 Chief Operating Officer

APPROVED AS TO FORM:


 Assistant City Attorney



Detailed Scope of Work

To: Jody Henderson
Talon/LPE
921 N Bivins Street
Amarillo, TX 79107
(806) 467-0607

From: John Castillo
City of Lubbock
1625 13th St
Lubbock, TX 79401
(806) 535-3521

Date Printed: October 22, 2012
Work Order Number: 013977.00
Work Order Title: City of Lubbock - Milwaukee Demo
Brief Scope: Milwaukee Demo's

Form with checkboxes for Preliminary, Revised, and Final (Final is checked).

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.

Demo of Houses and Cleanup of Properties located at Milwaukee and 98th (To include 10108 & 10002 Milwaukee)
Three Houses and one small guest house:

- Demo two story house and remove debris from lot (including removal of septic and plugging of water well at all applicable locations)
Demo house, small horse barn and remove concrete slab and all debris
Remove 4 trees on South end of adjacent property
Remove chain link and all trees east of boundary discussed during the walk thru
Remove large pile of brick and wood fencing at North property
Remove and dispose of all chemicals at an approved disposal facility
Asbestos Abatement of two properties as discussed with John Castillo

No Compaction Testing

This proposal is based on hauling and disposing of debris at the City of Lubbock Avenue P Landfill.
Does not includes the demolition of the large barn located at the back of the property (only the slab underneath)
Everything from above is included from a previous proposal. As per a walk through with Todd Barbour in the last 2 weeks we are also including the following:

- Demo and removal of the other 2 large houses (No asbestos removal is needed per your request.
• Removal of all the trees on the property (over 200 Trees). We would be glad to adjust pricing on the trees if you would like to leave some of the trees.

Contractor's Price Proposal CSI - Summary

Date: October 22, 2012

Re: IQC Master Contract #: 2012 Area J - TAL
Work Order #: 013977.00
Owner PO #:
Title: City of Lubbock - Milwaukee Demo
Contractor: Talon/LPE
Proposal Value: \$198,081.07

01 - General Requirements	\$25,205.18
02 - Site Work	\$115,855.23
03 - Concrete	\$9,736.51
31 - Earthwork	\$46,105.27
33 - Utilities	\$1,178.88
Proposal Total	\$198,081.07

Contractor's Price Proposal CSI - Detail

Date: October 22, 2012

Re: IQC Master Contract #: 2012 Area J - TAL
 Work Order #: 013977.00
 Owner PO #:
 Title: City of Lubbock - Milwaukee Demo
 Contractor: Talon/LPE
 Proposal Value: \$198,081.07

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 74 19 00 0029		CYM	Hauling On Paved Roads, First 15 Miles	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 0.45 x 1.2800 = 0.00	
2	01 74 19 00 0029		CYM	Hauling On Paved Roads, First 15 Miles	\$23,147.71
			Installation	Quantity Unit Price Factor = Total	
				40,187.00 x 0.45 x 1.2800 = 23,147.71	
				From Site to Matthews Recycling Center on Regis (17 Miles) this is the first 15 miles	
3	01 74 19 00 0030		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 0.30 x 1.2800 = 0.00	
4	01 74 19 00 0030		CYM	Hauling On Paved Roads, Miles Over Initial 15 Miles	\$2,057.47
			Installation	Quantity Unit Price Factor = Total	
				5,358.00 x 0.30 x 1.2800 = 2,057.47	
				From Site to Matthews Recycling Center on Regis (17 Miles) this is the 2 miles over 15	
Subtotal for 01 - General Requirements					\$25,205.18
02 - Site Work					
5	02 41 13 13 0008		SY	> 3" To 6" By Machine, Break-up And Leave In Place Concrete Paving	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 7.63 x 1.2800 = 0.00	
6	02 41 13 13 0008		SY	> 3" To 6" By Machine, Break-up And Leave In Place Concrete Paving	\$4,883.20
			Installation	Quantity Unit Price Factor = Total	
				500.00 x 7.63 x 1.2800 = 4,883.20	
7	02 41 16 13 0008		CCF	Demo Steel Framed Building With Pneumatic Tools/Hand Remove Building	\$4,612.61
			Installation	Quantity Unit Price Factor = Total	
				120.00 x 30.03 x 1.2800 = 4,612.61	
				barn	
8	02 41 16 13 0018		CCF	Demo Wood Frame Building By Machine Remove Building	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 15.21 x 1.2800 = 0.00	
9	02 41 16 13 0018		CCF	Demo Wood Frame Building By Machine Remove Building	\$30,226.87
			Installation	Quantity Unit Price Factor = Total	
				1,552.57 x 15.21 x 1.2800 = 30,226.87	
10	02 41 16 13 0024		CF	Demo Reinforced Concrete Building Foundation	\$0.00
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 4.13 x 1.2800 = 0.00	
11	02 41 16 13 0024		CF	Demo Reinforced Concrete Building Foundation	\$26,151.82
			Installation	Quantity Unit Price Factor = Total	
				4,947.00 x 4.13 x 1.2800 = 26,151.82	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013977.00
 Work Order Title: City of Lubbock - Milwaukee Demo

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
02 - Site Work						
12	02 82 00 00 0044		SF	2501 To 10000 SF Gypsum Wall Board	\$24,883.20	
			Installation	Quantity Unit Price Factor = Total		
				6,000.00 x 3.24 x 1.2800 = 24,883.20		
				Asbestos Abatement		
13	02 82 00 00 0056		SF	501 To 2500 SF Spray On Acoustical Ceiling	\$9,241.60	
			Installation	Quantity Unit Price Factor = Total		
				2,000.00 x 3.61 x 1.2800 = 9,241.60		
				Asbestos Abatement		
14	02 82 00 00 0181		CF	501 To 2500 CF Asbestos Contaminated Debris Collection And Disposal	\$15,856.13	
			Installation	Quantity Unit Price Factor = Total		
				1,080.00 x 11.47 x 1.2800 = 15,856.13		
Subtotal for 02 - Site Work					\$115,855.23	
03 - Concrete						
15	03 64 26 00 0001		CF	Pressure Injected Cementitious Grout	\$9,736.51	
			Installation	Quantity Unit Price Factor = Total		
				94.27 x 80.69 x 1.2800 = 9,736.51		
Subtotal for 03 - Concrete					\$9,736.51	
31 - Earthwork						
16	31 05 13 00 0004		CY	Native Soil/Dirt - Common	\$1,923.89	
			Installation	Quantity Unit Price Factor = Total		
				88.00 x 17.08 x 1.2800 = 1,923.89		
17	31 11 00 00 0002		ACR	Clear And Grub Light Trees Up To 6" Diameter, Cut And ChipIncludes grub and removal of stump	\$20,392.32	
			Installation	Quantity Unit Price Factor = Total		
				5.00 x 3,186.30 x 1.2800 = 20,392.32		
18	31 11 00 00 0006		ACR	Clear And Grub Heavy Trees Up To 16" Diameter, Cut And ChipIncludes grub and removal of stump	\$21,628.26	
			Installation	Quantity Unit Price Factor = Total		
				4.00 x 4,224.27 x 1.2800 = 21,628.26		
19	31 11 00 00 0015		CY	Machine Loading Of Cleared And Grubbed Material	\$954.37	
			Installation	Quantity Unit Price Factor = Total		
				160.00 x 4.68 x 1.2800 = 954.37		
20	31 23 16 33 0007		CY	Spreading, Shaping, and Rough Grading Imported or Stockpiled Material for Bulk Excavation by Machine	\$288.36	
			Installation	Quantity Unit Price Factor = Total		
				88.00 x 2.58 x 1.2800 = 288.36		
21	31 23 16 36 0018		CY	Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader	\$918.07	
			Installation	Quantity Unit Price Factor = Total		
				278.00 x 2.58 x 1.2800 = 918.07		
22	31 23 16 36 0018		CY	Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader	\$0.00	
			Installation	Quantity Unit Price Factor = Total		
				0.00 x 2.58 x 1.2800 = 0.00		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013977.00
 Work Order Title: City of Lubbock - Milwaukee Demo

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
Subtotal for 31 - Earthwork					\$46,105.27
33 - Utilities					
23	33 36 13 00 0003		EA	1,000 Gallon Precast Septic Tank	\$1,178.88
				Installation	
				Demolition	
				Quantity	Unit Price
				Factor	Total
				0 00 x	1,784.10 x
				4 00 x	230.25 x
				1 2800 =	0.00
				1 2800 =	1,178.88
Subtotal for 33 - Utilities					\$1,178.88
Proposal Total					\$198,081.07

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 29, 2012**

Capital Project Number: 92158
 Capital Project Name: 98th, Frankford, and Milwaukee

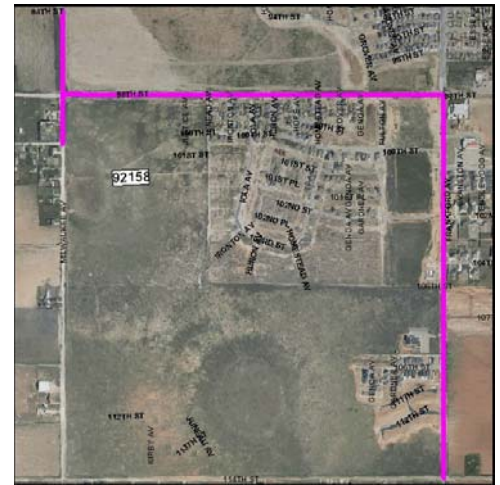
	Budget
<i>Encumbered/Expended</i>	
Property Purchase	\$ 1,546,485
Demolition and Abatement	126,714
Parkhill, Smith, & Cooper Engineering Agreement	1,556,616
Appraisals	48,038
Moving Cost	45,793
Bid Cost	470
Miscellaneous Cost	221
City of Lubbock Staff Time	104,016
 <i>Agenda Item November 29, 2012</i>	
10108 & 10002 Milwaukee Avenue	198,081
<i>Encumbered/Expended to Date</i>	3,626,434
 <i>Estimated Costs for Remaining Appropriation</i>	
Right-of-Way Acquisition	73,566
<i>Remaining Appropriation</i>	73,566
Total Appropriation To Date	\$ 3,700,000

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and right-of-way acquisition for the reconstruction and widening of 98th Street from Frankford Avenue to Milwaukee Avenue, Frankford Avenue from 98th Street to 114th Street, and Milwaukee Avenue from 94th Street to 104th Street to T-2 thoroughfares including six travel lanes and a continuous left turn lane. The project includes acquisition of right-of-way, and design of the concrete pavement construction, full-width concrete intersections, traffic signals, street lighting, and major drainage features.

Project Justification

The development and increasing traffic demands continue to grow in this area. The existing dirt paving section on 98th Street and on Milwaukee Avenue is in poor condition and lies within a playa lake area at the corner of Milwaukee Avenue and 98th Street. The maintenance effort in this area is extremely intensive.

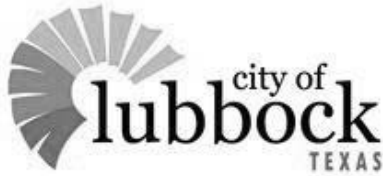
Project History

\$2 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

\$1.7 million was appropriated in FY 2009-10 in Budget Amendment No. 12, Ord. No. 2010-00021, March 25, 2010.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	0	0	0	0	0	0	0	0
Design and Engineering	1,400,000	0	0	0	0	0	0	1,400,000
Right of Way Acquisition	2,300,000	0	0	0	0	0	0	2,300,000
Total Project Appropriation	3,700,000	0	0	0	0	0	0	3,700,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2009 Gateway Streets Revenue CO's	3,700,000	0	0	0	0	0	0	3,700,000
Total Funding Sources	3,700,000	0	0	0	0	0	0	3,700,000



Regular City Council Meeting

5. 9.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order No. 2 to Contract 9835 with Archer Western Contractors, Ltd., for the construction of the Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project.

Item Summary

The Southeast Water Reclamation Plant (SEWRP) operates two anaerobic digesters for treatment of biosolids produced by the wastewater treatment process. The digesters currently utilize an outdated gas mixing system that is being replaced with this project.

Notice to proceed was issued to Archer Western Construction, LLC of Arlington, Texas on June 20, 2011, for rehabilitation of Digesters 8 and 9 for a contract price of \$13,886,000. Change Order 1, in the amount of \$162,829 was approved on September 13, 2012, for installation of a ferric chloride line, relocation of sludge lines, and resurfacing the retention basin wall.

Change Order 2 includes the following items:

1. 15 days, at no additional cost, for time delays caused by operational concerns with the phasing of Digester 9 shutdown.
2. As a result of the power outage on July 21, 2012, the Digester 8 overflow line plugged up causing sludge to overflow and spill from the digester. Archer Western Construction provided assistance to the City with sludge overflow clean-up at a cost of \$25,558 and 5 additional days. A future change order will be required to repair the damage done to Digester 8 when the lid was forced off of the tank by accumulating sludge.
3. The solids content and volume of the sludge in Digester 8 was much higher than specified in the contract documents. The sludge was too thick for pumping and; therefore, must be manually removed from the digester. There is approximately 1.16 million gallons of sludge to be mechanically removed at a cost of \$583,075 and 45 additional days.

Change Order 2 will add an additional \$608,633 and 65 additional calendar days resulting in a 4.38% increase in the contract amount for a new contract total of \$14,657,462.

Fiscal Impact

\$18,350,000 is appropriated in Capital Improvement Project 92177, SEWRP Improvements Digesters 8 and 9, with \$608,633 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution - Digesters

Change Order - Archer Western

Change Order 2 - Detail

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 2 to that certain Contract No. 92177 by and between the City of Lubbock and Archer Western Contractors Ltd., for the Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project, and related documents. Said Change Order No. 2 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.ChgOrd#2-Archer Western Contractors, Ltd.
November 12, 2012

**CITY OF LUBBOCK
CHANGE ORDER**

Change Order #:	2	Contractor:	Archer Western Contractors, LTD
Date:	November 9, 2012	BID/ITB/RFP #:	RFP #11-9835-MA
Contract #:	92177	Project Name:	Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project

"Change Order" means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary):

Per attached backup material this Change Order #2 includes the following items: **Item 1)** Time Delays Resulting from Phase I Shut Down Requests at no cost and 15 additional days. **Item 2)** Assist City with Sludge Flood Clean Up at a cost of \$25,557.65 and 5 additional days. **Item 3)** Additional Sludge Removal at Digester 8 at a cost of \$583,075.19 and 45 additional days.


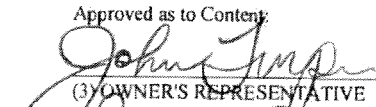




Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>	
A.	ORIGINAL CONTRACT VALUE:	\$13,886,000	
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$608,632.84	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):		4.38%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$162,828.86	
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$771,461.70	
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% Maximum</i>		5.56%
G.	NEW CONTRACT AMOUNT (A+E):	\$14,657,461.70	

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):

<p> _____ (1) CONTRACTOR</p> <p>Approved as to Content:</p> <p> _____ (3) OWNER'S REPRESENTATIVE</p> <p> _____ (5) CAPITAL PROJECTS MANAGER</p>	<p> _____ (2) PROJECT ARCHITECT/ENGINEER</p> <p>Approved as to Form:</p> <p> _____ (4) CITY ATTORNEY</p> <p> _____ (6) PURCHASING AND CONTRACT MANAGER</p>
<p>11/13/12 Date</p>	<p>11/13/2012 Date</p>
<p>11/13/12 Date</p>	<p>11/13/12 Date</p>
<p>11/14/12 Date</p>	<p>11/13/12 Date</p>

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 #: _____	

November 13, 2012

Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
1625 13th Street
Lubbock, TX 79457

Subject: Southeast Water Reclamation Plant Digesters 8 and 9 Improvements Project
Change Order #2

Dear Zoltan:

Attached with this letter is documentation for Change Order #2.

Item	Description	Cost Impact	Time Impact	Status
1	Time Delays Resulting from Phase I Shut Down Requests	No Cost	+15 days	Recommended by Carollo
2	Assist City with Sludge Flood Clean Up	\$25,557.65	+5 days	Recommended by Carollo
3	Additional Sludge Removal at Digester 8	\$583,075.19	+45 days	Recommended by Carollo
Total Contract Impacts from CO #2 Items:		+\$608,632.84	+65 days	

Items recommended for inclusion with Change Order #2 are described in more detail as follows:

Item 1

Archer Western is requesting a 15-calendar day time extension as a result of delays incurred in the process of obtaining approval for the first Phase I demolition shut down. Archer Western submitted its outage plan outlining the shutdown procedure for the digesters on July 12, 2011. The plan was reviewed and approved. Archer Western submitted a shutdown request on July 18, for shutdown to occur on July 26. The request was resubmitted on July 19, but was not approved due to plant operational concerns. The plan was revised as requested by the City, and a third shutdown request was made on July 26. On August 1, 2011 the City informed Archer Western that the demolition sequence from the Contract Documents was not acceptable. The Engineer provided a revised sequence for which Archer Western was to provide a revised cost. Since the City concerns were with sequencing that would occur in a later phase of the project, the demolition sequence was re-affirmed, and Archer Western made a third shutdown request on August 2. The first shutdown occurred on August 10, 2011. Archer Western has stated there will be no additional cost associated with this time extension. The Engineer recommended acceptance of the proposal.

The following documents are attached to support Item 1:

1. Letter dated August 31, 2011 from Wayne Pursley of Archer Western Construction Company with the delay timeline.
2. Letter dated October 31, 2011 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

Item 2

Between July 22 and July 27, 2012, Archer Western assisted the City with cleanup of a large amount of sludge that had overflowed from Digester 8 on two separate occasions. In both cases, the overflow was the result of the Digester 8 overflow line being plugged with rags, a condition that was of no fault of the Contractor or the City. The first overflow occurred on July 22 at 9:30 pm, resulting in flooding of the sludge recirculation pump pit. The second overflow occurred on July 23, again at approximately 9:30 pm, resulting in lifting of the digester dome (damaging all 24 hold-down connections in the process), and sludge spilling over the top and into the plant road to the northeast. The cleanup response required as many as 18 personnel per day between laborers, equipment operators, and management, and Archer Western spent a total of 465 labor hours in the cleanup response. Archer Western provided a proposal for reimbursement of \$25,557.56 for labor, equipment, and pump rental, and five additional days for the time and cost associated with the cleanup assistance. The Engineer recommended acceptance of the proposal.

The following documents are attached to support Item 2:

1. Letter dated October 2, 2012 from David Teel of Archer Western Construction Company with the proposal for reimbursement.
2. Proposal backup information.
3. Letter dated November 9, 2012 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

Item 3

Archer Western is requesting \$583,057.19, and 45 additional calendar days as a result of the additional costs and time associated with encountering a sludge in Digester 8 with much higher solids content than assumed at bid (specifications state 10 percent solids would be the maximum expected in a poorly-mixed anaerobic digester). The actual percent solids by weight varied from 11 percent to 43 percent, indicating that no mixing had occurred for an extended period of time. The work included processing 50 percent more volume from Digester 8 as a result of the higher solids content. The Engineer recommended acceptance of the proposal. The timeline of sludge removal efforts is summarized as follows:

Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
November 13, 2012
Page 3

- August 22 – Archer Western began pumping sludge from Digester 8 to Digester 9.
- September 4 – The sludge had become too thick to pump to Digester 9.
- September 11 – Liquid Waste Management began pumping and dewatering sludge at a level 10 feet above the cone.
- October 8 – Archer Western placed a small excavator in Digester 8, and began to supplement sludge removal through the use of a skip pan and crane, hauling the material to the existing SEWRP sludge drying beds for detention before hauling to disposal.
- October 11 – The sludge level had reached 5 feet above the cone.
- October 23 – The sludge level had reached the top of the cone.
- November 2 – Liquid Waste Management stopped pressing, as there was too much grit in the sludge. Archer Western continued to remove material with the skip pan.
- November 6 – Archer Western reaches the bottom of the cone.

The following documents are attached to support Item 3:

1. Letter dated November 9, 2012 from Wayne Pursley of Archer Western Construction Company with the proposal for the work.
2. Proposal backup information.
3. Letter dated November 9, 2012 from Hani Michel of Carollo Engineers with the Engineer's response to the proposal.

The change in contract price associated with Items 1 through 3 is summarized below:

- Original contract price : \$13,886,000
- Net increase in price of this change order: +\$608,632.84
- Contract price with all approved change orders: \$14,657,461.70
- Original contract time: 510 Days to Final Completion
- Net increase of time with this change order: +65 days
- Contract time with all approved change orders: 613 days to Final Completion

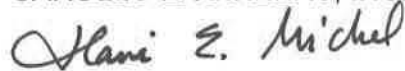
Mr. Zoltan Fekete, P.E.
Senior Engineer
City of Lubbock, Texas
November 13, 2012
Page 4

Please contact, Jason Anderson, or myself with any questions.

Thank you for the opportunity to provide construction phase services for the City of Lubbock. We look forward to continuing to work with you and City staff on this project through its successful completion.

Sincerely,

CAROLLO ENGINEERS, INC.



Hani E. Michel, P.E.
Project Manager

JEA:ckt

cc: John Turpin, P.E.
Mary Gonzales
Gary Wheelwright
Jason Anderson, P.E.



Archer Western Construction Company

A Member of the Walsh Group

August 31, 2011

Carollo Engineers
8911 Capital of Texas Hwy North, Suite 2200
Austin, Texas 78759

Attn: Mr. Hani Michel, P.E.

Lubbock SEWRP Time Impacts

Mr. Michel,

Archer Western Construction is requesting a Fifteen (15) Day Contract Time Extension Change Order be issued for delays incurred while attempting to schedule the initial Phase I Demolition shutdown. Our claim is for lost time commencing July 26, 2011, ending on August 9, 2011.

The timeline of events is as follows:

- 7/12/11- AWC submits its Initial Outage Plan outlining the first shut-down procedure (Submittal #19).
- 7/15/11- Carollo returned Submittal #19 with no comments.
- 7/18/11- AWC requests a shut-down for 7/26/11. AWC was told that the submitted request was not in the proper format. AWC revised the shut-down request in the desired format.
- 7/19/11- AWC re-requests a shut-down for 7/26/11. The Carollo RE and AWC Superintendent meet with the City. They are told the shut-down would not occur as outlined in Submittal 19.
- 7/20 through 7/22- The AWC Superintendent and Carollo RE research the specified requirements for Phase I shut-down and revise the shut-down work sequence in accordance with the City wishes.
- 7/26/11- With the window of opportunity missed for any shut-downs in this week, AWC makes its third shut-down request; now scheduled for 8/3/11.
- 8/1/11- AWC receives notice that the Demolition Sequencing in 01140 is not acceptable to the City and the 8/3/11 shut-down is denied. Carollo revises the sequencing and provides to AWC for pricing.
- 8/2/11- AWC receives notice that the revised shut-down as submitted was acceptable after all. The concerns are centered around demolition sequencing that occurs later than the immediate Phase I shut-down work. Again, the window of opportunity for a shut-down in this week has been missed.
- 8/2/11- AWC makes its fourth shut-down request; now scheduled for 8/10/11.
- 8/10/11- The first, Phase I demolition shut-down occurs.



August 31, 2011
page2

This initial shutdown was critical path and its completion opened up many more areas of work. The majority of Archer Western's field employees were loaned to other projects in the area in an attempt to mitigate cost impacts incurred as a result of this lost time.

If you have any questions or require additional information, do not hesitate to contact our office.

Sincerely

Wayne Pursley

Wayne Pursley
Project Manager
Archer Western Construction Co.

DWT/dwt

Cc: Jason Anderson, P.E.
Gary Wheelwright P.E.
Mary Clyburn, P.E., B.C.E.E.
Zoltan Fekete, P.E.
David Argumaniz
David Teel
File

October 31, 2011

Wayne Pursley, Project Manager
Archer Western Construction, LLC
3603 Guava Avenue
Archer Western Construction Trailer
Lubbock, TX 79404

Subject: Southeast Water Reclamation Plant Digesters 8 and 9 Improvements
PCM #1 – Time Delays Resulting from Phase I Shut Down Requests

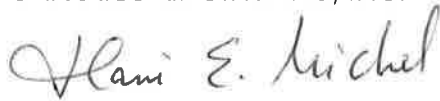
Dear Wayne:

Archer Western is requesting a fifteen (15)-calendar day time extension be added to the Contract between Archer Western and the City of Lubbock as a result of time delays incurred in the process of obtaining approval for the first Phase I demolition shut down. Archer Western has stated there will be no additional cost associated with this time extension. Carollo has reviewed the request and generally agrees with the events described in the timeline presented in PCM #1, and hereby recommends this PCM be included in a future Change Order to the Contract.

However, be informed that future conflicts on scheduling for shut-down must be brought immediately to the attention of ENGINEER for prompt resolution to avoid unwarranted delays.

Sincerely,

CAROLLO ENGINEERS, INC.



Hani E. Michel, P.E.
Project Manager

JEA:ckt

cc: John Turpin, P.E.
Zoltan Fekete, P.E.
Mary Gonzales
Mary Clyburn, P.E.
Jason Anderson, P.E.



Archer Western Construction Company

A Member of the Walsh Group

October 2, 2012

Carollo Engineers
8911 Capital of Texas Hwy North, Suite 2200
Austin, Texas 78759

Attn: Mr. Hani Michel, P.E.

Lubbock SEWRP PCM #15- Clean Up Sludge Flood

Mr. Michel,

The Contractor respectfully submits the following cost proposal associated with the labor, equipment and material costs incurred assisting the City in the clean up of the sludge floods at Digester #8. These costs are: Twenty-five thousand, five hundred fifty-seven dollars and Fifty-six cents (\$25,557.56). An additional five (5) calendar days are requested in association with this work.

If you have any questions or require additional information, please do not hesitate to contact our office.

Sincerely

David Teel

David Teel
Project Engineer
Archer Western Construction Co.

DWT/dwt

Cc: Jason Anderson, P.E.
Gary Wheelwright P.E.
Mary Clyburn, P.E., B.C.E.E.
Zoltan Fekete, P.E.
David Argumaniz
Wayne Pursley

SEWRP DIGESTERS 8 & 9 IMPROVEMENTS PROJECT
CONTRACT NO. 9835

OWNER: CITY OF LUBBOCK

WORK DESCRIPTION: _____
CLEAN UP SLUDGE FLOOD

ENGINEER: CAROLLO ENGINEERS

CONTRACTOR: ARCHER WESTERN CONTRACTORS, LTD
2121 AVENUE J, SUITE #103
ARLINGTON, TEXAS 76006

Description	Qty	Unit	Unit/Price	Labor	Material	Equipment	Subcontractor	Totals
LABOR 7/22/2012								
DAVID ARGUMANIZ (Salaried)	2.50	MH	\$55.00	\$137.50				\$137.50
STEVE GONZALES (Hourly Overtime)	2.50	MH	\$30.00	\$75.00				\$75.00
TERRY UPSHAW (Hourly Overtime)	2.50	MH	\$20.63	\$51.58				\$51.58
LABOR 7/23/2012								
SAUL GRIMALDO (Hourly Standard)	9.00	MH	\$14.00	\$126.00				\$126.00
EUSEBIO LOREDO (Hourly Standard)	9.00	MH	\$15.25	\$137.25				\$137.25
JUAN MARQUEZ (Hourly Standard)	8.00	MH	\$19.35	\$154.80				\$154.80
CASEY VILLA (Hourly Standard)	10.50	MH	\$17.50	\$183.75				\$183.75
CIRILLO AGUILAR (Hourly Standard)	9.00	MH	\$18.00	\$162.00				\$162.00
JUSTIN ARGUMANIZ (Hourly Standard)	5.00	MH	\$20.00	\$100.00				\$100.00
MARK DEMPSEY (Hourly Standard)	6.00	MH	\$30.00	\$180.00				\$180.00
SERGIO LOPEZ (Hourly Standard)	9.00	MH	\$17.00	\$153.00				\$153.00
JAVIER RAMIREZ (Hourly Standard)	4.00	MH	\$11.50	\$46.00				\$46.00
STEVE GONZALES (Hourly Standard)	10.00	MH	\$20.00	\$200.00				\$200.00
STEVE BALDWIN (Hourly Standard)	10.00	MH	\$10.50	\$105.00				\$105.00
JOSE RAMOS (Hourly Standard)	10.00	MH	\$18.25	\$182.50				\$182.50
TERRY UPSHAW (Hourly Standard)	10.00	MH	\$13.75	\$137.50				\$137.50
TONY RODRIGUEZ (Hourly Standard)	7.50	MH	\$22.75	\$170.63				\$170.63
LUCIO MENDEZ (Hourly Standard)	9.00	MH	\$14.00	\$126.00				\$126.00
JESUS OCHOA (Hourly Standard)	7.00	MH	\$16.50	\$115.50				\$115.50
SALVADOR RICO (Hourly Standard)	7.00	MH	\$13.50	\$94.50				\$94.50
ANTONIO RICO (Hourly Standard)	5.00	MH	\$15.50	\$77.50				\$77.50
DAVID ARGUMANIZ (Salaried)	4.00	MH	\$55.00	\$220.00				\$220.00
LABOR 7/24/12								
CASEY VILLA (Hourly Standard)	10.00	MH	\$17.50	\$175.00				\$175.00
CIRILLO AGUILAR (Hourly Standard)	15.00	MH	\$18.00	\$270.00				\$270.00
SERGIO LOPEZ (Hourly Standard)	15.00	MH	\$17.00	\$255.00				\$255.00
JUSTIN ARGUMANIZ (Hourly Standard)	9.00	MH	\$20.00	\$180.00				\$180.00
RONNIE HERNANDEZ (Hourly Standard)	9.00	MH	\$11.00	\$99.00				\$99.00
ANTONIO RICO (Hourly Standard)	9.00	MH	\$15.50	\$139.50				\$139.50
JUSTIN WAY (Hourly Standard)	9.00	MH	\$14.00	\$126.00				\$126.00
JARED WAY (Hourly Standard)	5.00	MH	\$15.00	\$75.00				\$75.00
STEVE GONZALES (Hourly Standard)	10.00	MH	\$20.00	\$200.00				\$200.00
STEVE BALDWIN (Hourly Standard)	9.00	MH	\$10.50	\$94.50				\$94.50
JOSE RAMOS (Hourly Standard)	9.00	MH	\$18.25	\$164.25				\$164.25
TERRY UPSHAW (Hourly Standard)	9.00	MH	\$13.75	\$123.75				\$123.75
MARK DEMPSEY (Hourly Standard)	9.00	MH	\$30.00	\$270.00				\$270.00
TONY RODRIGUEZ (Hourly Standard)	15.50	MH	\$22.75	\$352.63				\$352.63
JOSE AGUILAR (Hourly Standard)	15.00	MH	\$16.00	\$240.00				\$240.00
LUCIO MENDEZ (Hourly Standard)	10.00	MH	\$14.00	\$140.00				\$140.00
JESUS OCHOA (Hourly Standard)	10.00	MH	\$16.50	\$165.00				\$165.00
SALVADOR RICO (Hourly Standard)	9.00	MH	\$13.50	\$121.50				\$121.50
LABOR 7/25/12								
JAVIER RAMIREZ (Hourly Standard)	12.00	MH	\$11.50	\$138.00				\$138.00
TERRY UPSHAW (Hourly Standard)	3.00	MH	\$13.75	\$41.25				\$41.25
JOSE RAMOS (Hourly Standard)	2.00	MH	\$18.25	\$36.50				\$36.50
STEVE BALDWIN (Hourly Standard)	3.00	MH	\$10.50	\$31.50				\$31.50
STEVE GONZALES (Hourly Standard)	3.00	MH	\$20.00	\$60.00				\$60.00
MARK DEMPSEY (Hourly Standard)	3.00	MH	\$30.00	\$90.00				\$90.00
CIRILLO AGUILAR (Hourly Standard)	5.00	MH	\$18.00	\$90.00				\$90.00
RONNIE HERNANDEZ (Hourly Standard)	4.00	MH	\$11.00	\$44.00				\$44.00
SERGIO LOPEZ (Hourly Standard)	5.00	MH	\$17.00	\$85.00				\$85.00
JOSE AGUILAR (Hourly Standard)	4.00	MH	\$16.00	\$64.00				\$64.00
LUCIO MENDEZ (Hourly Standard)	6.00	MH	\$14.00	\$84.00				\$84.00
JESUS OCHOA (Hourly Standard)	4.00	MH	\$16.50	\$66.00				\$66.00
LABOR 7/26/12								
STEVE GONZALES (Hourly Standard)	4.00	MH	\$20.00	\$80.00				\$80.00
STEVE BALDWIN (Hourly Standard)	4.00	MH	\$10.50	\$42.00				\$42.00
JOSE RAMOS (Hourly Standard)	4.00	MH	\$18.25	\$73.00				\$73.00
TERRY UPSHAW (Hourly Standard)	4.00	MH	\$13.75	\$55.00				\$55.00
LABOR 7/28/12								
TERRY UPSHAW (Hourly Overtime)	5.00	MH	\$20.63	\$103.15				\$103.15
RONNIE HERNANDEZ (Hourly Overtime)	5.00	MH	\$11.00	\$55.00				\$55.00

SEWRP DIGESTERS 8 & 9 IMPROVEMENTS PROJECT
CONTRACT NO. 9835

OWNER: CITY OF LUBBOCK

WORK DESCRIPTION: _____
CLEAN UP SLUDGE FLOOD

ENGINEER: CAROLLO ENGINEERS

CONTRACTOR: ARCHER WESTERN CONTRACTORS, LTD
2121 AVENUE J, SUITE #103
ARLINGTON, TEXAS 76006

	Description	Qty	Unit	Unit/Price	Labor	Material	Equipment	Subcontractor	Totals
LABOR 7/29/12									
	TERRY UPSHAW (Hourly Overtime)	5.00	MH	\$20.63	\$103.15				\$103.15
	RONNIE HERNANDEZ (Hourly Overtime)	5.00	MH	\$16.50	\$82.50				\$82.50
ADMINISTRATIVE LABOR TO COMPLETE									
	DAVID TEEL (Salaried)	32.00	MH	\$50.00	\$1,600.00				\$1,600.00
	Total Labor Hours	465.00							
MATERIAL									
7/23/2012	DIESEL FUEL (CRANE)	15.00	GAL	\$3.75		\$56.25			\$56.25
	DIESEL FUEL (OTHER EQUIPMENT)	30.00	GAL	\$3.75		\$112.50			\$112.50
	DIESEL FUEL (OTHER EQUIPMENT LATE EVENING)	5.00	GAL	\$3.75		\$18.75			\$18.75
									\$0.00
7/24/2012	DIESEL FUEL (OTHER EQUIPMENT)	30.00	GAL	\$3.75		\$112.50			\$112.50
	DIESEL FUEL (CRANE)	15.00	GAL	\$3.75		\$56.25			\$56.25
	GASOLINE (PUMP)	3.00	GAL	\$3.50		\$10.50			\$10.50
									\$0.00
7/25/2012	DIESEL FUEL (OTHER EQUIPMENT)	25.00	GAL	\$3.75		\$93.75			\$93.75
									\$0.00
7/25/2012	DIESEL FUEL (OTHER EQUIPMENT)	10.00	GAL	\$3.75		\$37.50			\$37.50
EQUIPMENT									
7/23/2012	LINKBELT LS218HIII 100 TON CRAWLER CRANE	9.00	HRS	\$122.92			\$1,106.28		\$1,106.28
	VOLVO L-90 FRONT END LOADER	10.00	HRS	\$58.01			\$580.10		\$580.10
	CAT 410J RUBBER TIRE BACKHOE	10.00	HRS	\$33.73			\$337.30		\$337.30
	VOLVO L-90 FRONT END LOADER (LATE EVENING)	2.00	HRS	\$58.01			\$116.02		\$116.02
									\$0.00
7/24/2012	VOLVO L-90 FRONT END LOADER	9.00	HRS	\$58.01			\$522.09		\$522.09
	CAT 410J RUBBER TIRE BACKHOE	9.00	HRS	\$33.73			\$303.57		\$303.57
	LINKBELT LS218HIII 100 TON CRAWLER CRANE	9.00	HRS	\$122.92			\$1,106.28		\$1,106.28
	PUMP (OUTSIDE RENTAL)	1.00	LS	\$93.39			\$93.39		\$93.39
									\$0.00
7/25/2012	CAT 410J RUBBER TIRE BACKHOE	2.00	HRS	\$33.73			\$67.46		\$67.46
	LINKBELT LS218HIII 100 TON CRAWLER CRANE	3.00	HRS	\$122.92			\$368.76		\$368.76
	MINI EXCAVATOR	3.00	HRS	\$15.94			\$47.82		\$47.82
									\$0.00
7/26/2012	VOLVO L-90 FRONT END LOADER	4.00	HRS	\$58.01			\$232.04		\$232.04
SUBCONTRACT									
								\$0.00	\$0.00
								\$0.00	\$0.00
								\$0.00	\$0.00
MISCELLANEOUS ITEMS									
									\$0.00
									\$0.00
									\$0.00
TOTALS:					\$9,151.18	\$498.00	\$4,881.11	\$0.00	\$14,530.29
Labor Burden @ 58% of Labor					\$5,307.68				\$5,307.68
Small Tools @ \$2.00 per Manhour					\$930.00				\$930.00
Safety Supplies @ \$2.00 per Manhour					\$930.00				\$930.00
TOTAL DIRECT COSTS:									\$21,697.97
OH&P @ 15% (Less Subcontractor Costs and Sub Profit)									\$3,115.19
Subtotal:									\$24,813.16
Subsistence (Out of Town Costs @ \$2.75/MH))									\$1,278.75
Insurance									\$744.39
TOTAL AMOUNT THIS COST PROPOSAL SUMMARY.....									\$25,557.56

AMOUNT OF TIME REQUESTED: (5) CALENDAR DAYS

November 9, 2012

Wayne Pursley, Project Manager
Archer Western Construction, LLC
3603 Guava Avenue
Archer Western Construction Trailer
Lubbock, TX 79404

Subject: Southeast Water Reclamation Plant Digesters 8 and 9 Improvements
PCM #15 – Assist City with Sludge Flood Clean Up

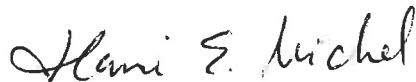
Dear Wayne:

Between July 22 and July 27, 2012, Archer Western assisted the City with cleanup of a large amount of sludge that had overflowed from Digester 8 on two separate occasions. In both cases, the overflow was the result of a plugged overflow line from Digester 8, a condition that was of no fault of the Contractor or the City. The Contractor submitted PCM #15 on October 2, 2012 seeking to be reimbursed for the time and cost associated with the cleanup assistance.

Archer Western provided a proposal, with a cover letter, backup information and the spreadsheet used to determine the price of \$25,557.56, and five additional days for PCM #15. The Engineer has reviewed the information provided with the proposal, and finds the cost and time for the additional work to be reasonable, and hereby recommends this PCM be included in a future Change Order to the Contract between Archer Western and the City of Lubbock.

Sincerely,

CAROLLO ENGINEERS, INC.



Hani E. Michel, P.E.
Project Manager

JEA:ckt

cc: John Turpin, P.E.
Zoltan Fekete, P.E.
Mary Gonzales
Mary Clyburn, P.E.
Jason Anderson, P.E.
Gary Wheelwright
David Teel



ARCHER WESTERN CONTRACTORS

A MEMBER OF THE WALSH GROUP

November 9, 2012

Hani Michel, P.E.
Carollo Engineers
8911 Capital of Texas Hwy North, Suite 2200
Austin, Texas 78759

Ref: Lubbock SWWRP
Digesters 8 & 9 Improvements Project

Subject: Digester 8 Sludge Removal

Dear Hani;

Attached find our revised pricing for the additional costs associated with the increased sludge solids content encountered in Digester 8. This cost proposal includes the costs associated with removing the additional 5 feet in the Digester 8; and the additional costs for sludge removal, sludge processing, sludge hauling and tipping fees for the portion of the sludge above 10 percent solids. During the removal process, we encountered sludge solids contents ranging from 11.4 percent up to 43.1 percent. These elevated sludge concentration levels increased the total amount of dewatered sludge that had to be hauled to the landfill. In addition since sludge contents above 10 percent could not be pumped from the tank, more costly methods had to be utilized to remove the sludge from the digester. The cost for this additional work is \$583,075.19. These costs are broken out in the attached spreadsheets. Along with the additional costs, we are requesting an additional 45 calendar days for Substantial and Final Completion. If you have any questions regarding this proposal, please let me know.

Sincerely,

Wayne Pursley

Wayne Pursley
Archer Western Contractors, Ltd.
Project Manager

CC: File

2121 Avenue "J" Suite 103
Arlington, Texas 76006
817-640-3898 (fax) 817-640-8734
An Equal Opportunity Employer

DIGESTER 8 SLUDGE REMOVAL COST PROPOSAL
11/7/2012

OWNER: CITY OF LUBBOCK
Project RFP 11-9835-MA

ENGINEER: CAROLLO ENGINEERS

CONTRACTOR: ARCHER WESTERN CONSTRUCTION
2121 AVENUE J, SUITE #103
ARLINGTON, TEXAS 76006

COST SUMMARY

Description	Qty	Unit	Unit/Price	Totals
Actual Cost for Sludge Removal, Dewatering, Disposal and Digester Cleaning				
Average solids concentration in Digester 18.6%	1,167,770	Gallons	\$ 0.65	\$761,817.11
Deduct Original Bid Sludge Removal, Dewatering, Disposal and Digester Cleaning				
Solids Concentration not to Exceed 10% per Contact Requirements	744,758	Gallons	\$ (0.24)	(\$178,741.92)
Total This Change				\$583,075.19

45 Additional Days Requested for Substantial and Final Completion

SEWRP DIGESTERS 8 & 9 IMPROVEMENTS PROJECT
 CONTRACT NO. 9835

OWNER: CITY OF LUBBOCK
 ENGINEER: CAROLLO ENGINEERS
 CONTRACTOR: ARCHER WESTERN CONSTRUCTION
 2121 AVENUE J, SUITE #103
 ARLINGTON, TEXAS 76006

Description	Qty	Unit	Unit/Price	AW Total	Subcontractor	Totals
ARCHER WESTERN COSTS TO REMOVE SLUDGE TO DRYING BEDS						
Sludge Removal Costs to Drying Beds(Sludge not pumpable over 10% solids)	1.00	LS	\$ 151,130.59	\$ 151,130.59		\$ 151,130.59
Landfill Tipping Fees	3,000.00	TN	\$ 25.14	\$ 75,420.00		\$ 75,420.00
Flex Base (Placed in Digester for Backhoe)	160.00	TN	\$ 14.00	\$ 2,240.00		\$ 2,240.00
Load Remaining Sludge at Drying Beds and Clean Up (reference Sht #4)	1.00	LS	\$ 5,225.83	\$ 5,225.83		\$ 5,225.83
Extended Overhead Costs	31.00	Days	\$ 1,793.75	\$ 55,606.25		\$ 55,606.25
LIQUID WASTE MANAGEMENT COSTS						
Liquid Waste Management Additional Hauling (20 Tons/ Load)	150.00	Loads	\$ 570.00		\$ 85,500.00	\$ 85,500.00
Liquid Waste Management Belt Press Processing Costs (Labor, Equipment, etc)	650,000.00	Gallons	\$ 0.39		\$ 253,500.00	\$ 253,500.00
Liquid Waste Management OH&P (15%)	1.00	LS			\$ 50,850.00	\$ 50,850.00
						\$ -
						\$ -
TOTAL DIRECT COSTS:				\$ 289,622.67	\$ 389,850.00	\$ 679,472.67
OH&P @ 15% on AW Work (Less Extended Overhead Portion)						\$ 35,102.46
OH&P @ 10% on AW Work (Extended Overhead Portion)						\$ 5,560.63
OH&P @ 5% on Subcontractor Work						\$ 19,492.50
Insurance 3%						\$ 739,628.26
TOTAL AMOUNT THIS COST PROPOSAL SUMMARY						\$ 22,188.85
						\$ 761,817.11

SLUDGE REMOVAL COSTS TO DRYING BEDS

-These cost are actual costs for removing the sludge from the digester and transporting them to the drying beds. This was required due to the increased solids concentration in the digester. Solids concentrations above 10% could not be pumped from the Digester as originally anticipated.

-The method used was placing a small excavator inside the digester on a flex base pad and using the excavator to load skip pans which were flown out with the crane and then transported to the drying beds with a rubber tire loader. The skip pans were emptied into the drying beds. The sludge was then loaded into haul trucks and transported to the landfill in Canyon, Texas.

REMOVAL TO DRYING BEDS

		302		31		10/5/12 Thru 11/9			
		Total # of Hours		Total # of Days					
LABOR	Hourly Rate	Hours	Total	Labor Burden 55%	Total	Operating Expense (50% for fuel and equipment maintenance)	Total	SubTotal	Total
Crane Operator	\$ 34.66	302	\$ 10,465.86	\$ 5,756.22	\$ 16,222.09			\$ 23,766.67	\$ 35,650.00
Loader Operator	\$ 20.79	302	\$ 6,279.52	\$ 3,453.73	\$ 9,733.25			\$ 11,366.67	\$ 17,050.00
Excavator Operator	\$ 23.10	302	\$ 6,977.24	\$ 3,837.48	\$ 10,814.72			\$ 4,800.87	\$ 7,201.30
Bobcat/Broom Operator	\$ 23.10	302	\$ 6,977.24	\$ 3,837.48	\$ 10,814.72			\$ 4,546.67	\$ 6,820.00
Foreman/Crane Flagger	\$ 23.10	302	\$ 6,977.24	\$ 3,837.48	\$ 10,814.72			\$ 3,720.00	\$ 5,580.00
Ground Hand	\$ 18.48	302	\$ 5,581.79	\$ 3,069.99	\$ 8,651.78				
Subtotal Labor					\$ 67,051.29				\$ 72,301.30
EQUIPMENT	Daily Rate	Days	SubTotal	Operating Expense (50% for fuel and equipment maintenance)	Total				
Crane Linkbelt LS218	\$ 766.67	31	\$ 23,766.67	\$ 11,883.33	\$ 35,650.00				
Loader Volvo L90	\$ 366.67	31	\$ 11,366.67	\$ 5,683.33	\$ 17,050.00				
Excavator Kubota KX71	\$ 154.87	31	\$ 4,800.87	\$ 2,400.43	\$ 7,201.30				
Bobcat	\$ 146.67	31	\$ 4,546.67	\$ 2,273.33	\$ 6,820.00				
Steet Broom	\$ 120.00	31	\$ 3,720.00	\$ 1,860.00	\$ 5,580.00				
Subtotal Equipment									\$ 72,301.30

DIRECT EXPENSES

Substance at \$2.5/MH	\$ 4,530.00
Small Tools at \$2/MH	\$ 3,624.00
Safety Supplies at \$2/MH	\$ 3,624.00
Total	\$ 11,778.00

TOTALS

Labor	\$ 67,051.29
Equipment	\$ 72,301.30
Indirect Expenses	\$ 11,778.00
TOTAL	\$ 151,130.59

EXTENDED OVERHEAD COSTS (COMBINATION SLUDGE DRYING BEDS AND BFP)

Extended Overhead Labor	Monthly Rate	Labor Burden 55%	Total Per Month	Months	Total
Project Supt	\$ 7,900.00	\$ 4,345.00	\$ 12,245.00	1.0	\$ 12,472.30
Project Engineer	\$ 7,100.00	\$ 3,905.00	\$ 11,005.00	1.0	\$ 11,209.28
Field Engineer	\$ 6,000.00	\$ 3,300.00	\$ 9,300.00	0.0	\$ -
Project Manager	\$ 10,000.00	\$ 5,500.00	\$ 15,500.00	1.0	\$ 15,500.00
Secretary	\$ 3,800.00	\$ 2,090.00	\$ 5,890.00	1.0	\$ 5,999.33
Total Labor					\$ 45,180.91

Overhead Expenses	Monthly Rate	Months	Total
Project Supt Job Truck	\$ 850.00	1.0	\$ 865.78
Project Engineer Job Truck	\$ 850.00	1.0	\$ 865.78
Project Manager Job Truck	\$ 850.00	1.0	\$ 850.00
Truck Fuel			\$ 2,350.00
Office Trailer Carollo	\$ 350.00	1.0	\$ 356.50
Office Trailer AW	\$ 350.00	1.0	\$ 356.50
Substance \$4/MH	\$ 1,943.76	1.0	\$ 1,979.84
Phones 3 at \$100/Month	\$ 300.00	1.0	\$ 305.57
Internet	\$ 600.00	1.0	\$ 611.14
Temporary Toilets	\$ 250.00	1.0	\$ 254.64
Office Supplies	\$ 250.00	1.0	\$ 254.64
Rubbish Boxes	\$ 750.00	1.0	\$ 763.92
Internet	\$ 600.00	1.0	\$ 611.14
TOTALS			\$ 10,425.44

TOTAL LABOR	\$ 45,180.91
TOTAL OTHER	\$ 10,425.44
TOTAL EXTENDED OVERHEAD	\$ 55,606.35

Average Cost per Day	\$ 1,819.77
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LOAD REMAINING SLUDGE @ DRYING BEDS AND CLEAN UP

These are costs associated with loading the remaining sludge in the drying beds after the removal from the digester was completed. Costs for pressure washing and cleaning the construction equipment are also included.

LABOR	Hourly Rate	Hours	Total	Labor Burden 55%	Total
Loader Operator	\$ 20.79	33	\$ 686.17	\$ 377.39	\$ 1,063.57
Bobcat/Broom Operator	\$ 23.10	16	\$ 369.66	\$ 203.31	\$ 572.97
Clean Equipment/Drying Beds	\$ 14.00	24	\$ 336.00	\$ 184.80	\$ 520.80
TOTAL					\$ 2,157.33

EQUIPMENT	Daily Rate	Days	SubTotal	Operating Expense (50%)	Total
Loader Volvo L90	\$ 366.67	3	\$ 1,100.00	\$ 550.00	\$ 1,650.00
Bobcat	\$ 146.67	5	\$ 733.33	\$ 366.67	\$ 1,100.00
TOTAL					\$ 2,750.00

DIRECT EXPENSES

Subsistence at \$2.5/MH	\$ 122.50
Small Tools at \$2/MH	\$ 98.00
Safety Supplies at \$2/MH	\$ 98.00
Total	\$ 318.50

TOTALS

Labor	\$ 2,157.33
Equipment	\$ 2,750.00
Indirect Expenses	\$ 318.50
TOTAL	\$ 5,225.83

Estimate 9-12 days of hauling sludge after digester is empty

CALCULATION OF ADDITIONAL DAYS (BFP and Drying Beds)

DIGESTER 9 EXPERIENCE

Volume Removed	3,285,240	Gallons
Time for Removal (Start 9/26 - Complete 1/13) 109 days less 10 days (holidays/Weather)	99	Calendar Days
Volume Removed per Day	33,184	Gal/Calendar Day

DIGESTER 8 ORIGINAL

Volume (5' above cone plus cone)	744,758	Gallons
Anticipated Volume to Remove per Day	33,184	Gal/Calendar Day
Anticipated Days	22.44	Calendar Days
Volume Added for Additional 5 Feet		
Added Volume (Additional 5 feet)	423,012	Gallons
Days to Transfer Volume to Digester 9	2	Days
TOTAL ORIGINAL DAYS	24.44	

DIGESTER 8 ACTUAL

START DATE	9/12/2012
Anticipated Completion Date	11/6/2012
Subtotal Days	55
TOTAL Additional Days for Extended Overhead	31
Additional Days for Time Spent Transferring to Digester 9	14
TOTAL Days Requested	45

All Testing by Advanced Analysis, Inc

Test Method: EPA 600/4-79-020 SM2540 B

Samples taken directly from tank or from skip pan as it was removed from tank

Sample Date	Percent Solids by Weight
9/25/2012	11.4
10/1/2012	13.4
10/1/2012	11.0
10/1/2012	14.0
10/3/2012	14.6
10/3/2012	8.9
10/3/2012	10.5
10/18/2012	13.3
10/19/2012	13.4
10/22/2012	15.8
10/23/2012	18.3
10/24/2012	21.4
10/25/2012	22.6
10/26/2012	23.3
10/29/2012	20.5
10/31/2012	25.6
11/1/2012	24.4
11/2/2012	27.3
11/5/2012	43.1
Average Reading	18.57

November 9, 2012

Wayne Pursley, Project Manager
Archer Western Construction, LLC
3603 Guava Avenue
Archer Western Construction Trailer
Lubbock, TX 79404

Subject: Southeast Water Reclamation Plant Digesters 8 and 9 Improvements
PCM #18 – Additional Sludge Removal at Digester 8

Dear Wayne:

The Archer Western Construction bid for project Item No. 4 (sludge removal, dewatering and disposal, and digester cleaning) was based on a specified solids content in the digesters of up to 10 percent; corresponding with what is typically expected to be encountered in a poorly-mixed anaerobic digester. The solids content of Digester 9 was below 10 percent, and the Contractor was able to remove, dewater, and dispose of the solids from Digester 9.

Once improvements to Digester 9 were complete, it was planned that the Contractor would transfer sludge from Digester 8 to the newly-refurbished Digester 9, with sludge transferred from Digester 8 until reaching a level five feet above the cone of the digester. However, upon commencing transfer, the sludge in Digester 8 was found to be much thicker than that encountered in Digester 9, resulting in both a limit of how much material could be transferred to Digester 9, and an increased effort to transfer the material that could be pumped. Once the limits of transfer were reached, sludge still remained in Digester 8 to a level 10 feet above the cone, not 5 feet above the cone; This fact alone meant that there would be approximately 50 percent more volume to be removed from Digester 8 and dewatered than assumed at bid time.

In addition to the sludge volume, it was determined that the solids content of the sludge in Digester 8 was consistently above 10 percent, and ranged from 11 percent solids near the top, to as high as 43 percent solids near the bottom in the cone of the digester. Higher percent solids result in a larger amount of solids that must be hauled to the landfill. To put it in perspective, a sludge at 20 percent solids contains twice as much solid material as sludge at 10 percent solids, and therefore requires double the number of truck loads to be hauled to the landfill. The higher percent solids are indicative of an anaerobic digester with no mixing, likely for an extended period of time.

The time and effort required to remove, dewater, and dispose of the sludge from Digester 8 was well in excess of what was anticipated in the bid. The Contractor submitted PCM #18 on November 9, 2012 seeking to be reimbursed for the time and cost associated with the additional solids removed from Digester 8.

Wayne Pursley, Project Manager
Archer Western Construction, LLC
November 9, 2012
Page 2

The Contractor provided a proposal, backup information, and the spreadsheet used to determine the additional cost of \$583,075.19, and 45 additional days to complete the work (PCM #18). The Engineer has reviewed the information provided with the proposal, and finds the cost and time for the additional work to be reasonable based on the unforeseen conditions encountered in Digester 8, and hereby recommends this PCM be included in a future Change Order to the Contract between Archer Western and the City of Lubbock.

Sincerely,

CAROLLO ENGINEERS, INC.



Hani E. Michel, P.E.
Project Manager

JEA:ckt

cc: John Turpin, P.E.
Zoltan Fekete, P.E.
Mary Gonzales
Mary Clyburn, P.E.
Jason Anderson, P.E.
Gary Wheelwright
David Teel

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 29, 2012**

Capital Project Number: 92177
 Capital Project Name: SEWRP Improvements Digester 8 & 9

	Budget
<i>Encumbered/Expended</i>	
Carollo Engineers PC - Solids Engineering Study	\$ 685,210
Carollo Engineers PC - Digester 8 & 9 Design	948,000
City of Lubbock Staff Time as of 11/12/12	44,046
Bid Cost	3,776
Carollo Engineers PC - Amendment No. 1	1,299,229
Archer Western Contractors, Ltd. Construction Contract	13,886,000
Archer Wester Contractors Change Order No. 1	162,829
 <i>Agenda Item November 29, 2012</i>	
Archer Western Contractors Change Order No. 2	608,633
<i>Encumbered/Expended To Date</i>	17,637,723
 <i>Estimated Costs for Remaining Appropriation</i>	
SEWRP Improvements	712,277
<i>Remaining Appropriation</i>	712,277
Total Appropriation	\$ 18,350,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construction for plant improvements to the Southeast Water Reclamation Plant (SEWRP). The improvements will be constructed in several phases. Phase I includes upgrades to the influent pump station and the influent lift station. Phase II includes the design and construction of improvements associated to upgrade Plant 4 for biological nutrient removal, filtration, and ultraviolet disinfection. Phase III includes the design and construction of improvements to solids handling. Phase IV includes upgrades to Plant 3 for biological nutrient removal. The improvements will produce stream quality effluent to be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

The project is associated with Phase III for the improvements to Digesters 8 and 9.

Project Justification

Water planning and water management are priorities established by the City Council. One of the objectives of the Strategic Water Supply Plan adopted by the City Council in 2007 is to begin utilizing the City's effluent as a valuable water resource asset. The project improves the wastewater treatment facilities in such a manner that the plant can produce a consistent supply of stream quality discharge for discharge into the North Fork of the Double Mountain Fork of the Brazos River.

Project History

Phase I includes improvements to the influent lift station and is completed. Phase II includes improvements to Plant 4 and is currently under construction and expected to be completed in December 2011.

\$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.

\$11,850,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.

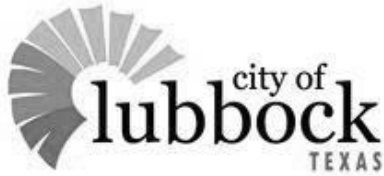
Reduced funding by \$10.5 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.

\$11.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$4.5 million was appropriated in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	17,500,000	0	0	0	0	0	0	17,500,000
Design and Engineering	850,000	0	0	0	0	0	0	850,000
Total Project Appropriation	18,350,000	0	0	0	0	0	0	18,350,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
2005 Wastewater Revenue CO's	100,000	0	0	0	0	0	0	100,000
FY 2006 Wastewater Revenue CO's	1,098,548	0	0	0	0	0	0	1,098,548
FY 2007 Wastewater Revenue CO's	374,560	0	0	0	0	0	0	374,560
FY 2008 Wastewater Revenue CO's	776,892	0	0	0	0	0	0	776,892
FY 2011 Wastewater Revenue CO's	16,000,000	0	0	0	0	0	0	16,000,000
Total Funding Sources	18,350,000	0	0	0	0	0	0	18,350,000



Regular City Council Meeting

5. 10.

Meeting Date: 11/29/2012

Information

Agenda Item

Ordinance 1st Reading - Public Works Engineering: Consider an ordinance amending Section 30.03.008 of the Code of Ordinances with regard to adopting the latest Federal Emergency Management Agency (FEMA) Flood Insurance Study and Flood Insurance Rate Maps and making associated changes; adding a definition of Base Flood Elevation.

Item Summary

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

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

Fiscal Impact

None

Staff/Board Recommending

Marsha Reed, P.E., Chief Operations Officer

Attachments

Flood Ord Amend

ORDINANCE NO. _____

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

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

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

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

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

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

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

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

30.03.008 Basis for establishing the areas of special flood hazard.

The areas of special flood hazard identified by the Federal Emergency Management Agency in a scientific and engineering report entitled "The

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

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

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



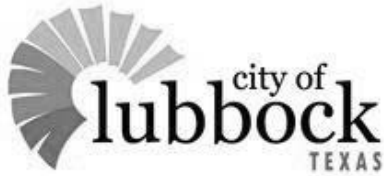
Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

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



Regular City Council Meeting

5. 11.

Meeting Date: 11/29/2012

Information

Agenda Item

No Surface Access Geophysical Permit Resolution-Right-of-Way: Consider a resolution authorizing the Mayor to execute a no surface access geophysical permit with Santo Petroleum, L.L.C., on City owned property in Lubbock County, Texas, 5114 East F.M. 1585.

Item Summary

The no surface access geophysical permit is for six months and allows Santo Petroleum, L.L.C., or its designated agent, to gather, process, and interpret information and data obtained from the herein described land as a result of Santo Petroleum, L.L.C., conducting a geophysical survey. It is understood and agreed between the parties that Santo Petroleum, L.L.C., shall have no right to enter upon or use any part or portion of the surface of the land for its operations. The permit also provides the City an opportunity to review the collected data for a period of one year.

Santo Petroleum, L.L.C., will pay to the City \$4,764 for the no surface access geophysical permit on 317.58 acres being the West Half of Section 72, Block S, T.T. R. R. Survey (South Water Treatment Plant).

Fiscal Impact

Revenue of \$4,764 to the Water Fund.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Lubbock Water Advisory Commission

Attachments

Santo Petroleum - No Surface Access

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 No Surface Access Geophysical Permit for seismic testing, by and between the City of Lubbock and Santo Petroleum, LLC of Artesia, New Mexico, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Santo Petroleum LLC
November 13, 2012

NO SURFACE ACCESS GEOPHYSICAL PERMIT

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

THIS GEOPHYSICAL PERMIT (the "Agreement") is made and entered into as of this **1st day of November, 2012**, by and between **The City Of Lubbock, Texas** with offices at 1625 13th Street, Lubbock, Texas 79401 (herein "Grantor") and **Santo Petroleum LLC**, (hereinafter "Grantee"), whose mailing address is P.O. Box 1020, Artesia, New Mexico 88211-1020.

WITNESSETH:

Grantor is the owner of certain mineral rights in and to that certain property described in Exhibit "A" attached hereto (the "Land").

For and in consideration of the sum of Ten and No/100 Dollars and Other Valuable Consideration (\$10.00 & OVC) cash in hand paid by Grantee to Grantor, the receipt and sufficiency of which are hereby acknowledged and confessed, and in consideration of the agreements herein contained, but subject to the terms and conditions hereinafter set forth, Grantor has granted and conveyed, and does hereby grant and convey, unto Grantee a geophysical permit on Grantor's interest in and under the herein described Land, subject to the following terms and conditions.

1. Term: This Agreement shall remain in full force and effect for a period of six (6) months from the date hereof ("Permit Period").

2. Geophysical Operations: During the Permit Period, Grantee or its designated agent shall have the right to gather, process and interpret information and data obtained from beneath the herein described Land as a result of Grantee conducting geological, geophysical, torsion balance, seismic or magnetometer or electrical surveys, or other examinations upon neighboring properties. It is understood and agreed between the parties hereto that Grantee shall have no right, hereunder, to enter upon or use any part or portion of the surface of the Lands for its operations.

3. Ownership of Geophysical Data: Grantor agrees and acknowledges that any information and data gathered, processed or interpreted by Grantee through its geological, geophysical, torsion balance, seismic or magnetometer or electrical surveys, or other examinations are solely Grantee's property to be used and disseminated as Grantee deems appropriate.

4. Notice: Any notice or tender required to be given under the terms of this Agreement, may be given in person or by mail. If delivered by mail, such notice shall be considered as delivered on the day of deposit of same with the United States Postal Service, Registered or Certified Mail, return receipt requested, addressed to Grantor or Grantee as follows:

If to Grantor:

The City of Lubbock, Texas
Marsha Reed, COO
1625 13th Street
Lubbock, Texas 79401
Tel: (806) 775-2335
Fax: (806) 775-3074

With copy to:
ZS Brady & Co.
Zach Brady, Attorney for City
1602 13th Street
Lubbock, Texas 79401

If to Grantee:

Santo Petroleum LLC
Hanson Yates, Vice President
1200 Smith Street, Suite 690
Houston, TX 77002
Tel: (713) 652-0088

5. **Termination:** Except to the extent that Grantee may have exercised its rights hereunder, the rights granted herein to Grantee shall terminate at the end of the Permit Period, without notice.

6. **Ancillary Documents:** Grantor covenants to and with Grantee that Grantor will execute any and all reasonable amendments to this Agreement which are necessary to ensure that (a) the Land covered are properly and sufficiently described or (b) Grantor has executed in all capacities necessary to grant to Grantee all of the rights owned or controlled by Grantor.

7. **Parties Bound and Applicable Law:** This Agreement, and all of the terms and provisions and conditions hereof, shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. If a court of competent jurisdiction determines that any clause or provision of this Agreement is void, illegal or unenforceable, the other clauses and provisions of the Agreement shall remain in full force and effect and the clauses and provisions that are determined to be void, illegal or unenforceable shall be limited so that they shall remain in effect to the extent permissible by law.

8. **Right to View Subject Data:** In consideration for entering this Agreement, no earlier than ninety (90) days after Grantee's receipt of the final processed seismic data relating to this Agreement, Grantor and its employees, contractors or consultants, as designated by Grantor and agreed to by Grantee, shall have the right to view all processed seismic data obtained by Grantee only insofar as said data pertains to the Land plus an area extending one half (1/2) mile in all directions outside the boundaries of the Land (herein the "Subject Data"). Grantor's right to view the Subject Data shall be limited to two (2) separate eight-hour days during regular working hours on a seismic work station located at one of Grantee's offices as mutually agreed to by Grantee and Grantor, and Grantor agrees it shall only view the data and shall not have any right to print, photograph, image or otherwise copy the Subject Data for its further use. Prior to viewing the Subject Data, Grantor must provide Grantee with at least fifteen (15) business days written notice of its desire to view the Subject Data. Grantor must complete its review of the Subject Data hereunder within one (1) year following the expiration of the ninety (90) day period provided for hereinabove. The right to view the Subject Data granted herein shall not be assignable, but Grantor may designate its own employees, contractors, or consultants to view the Subject Data on its behalf. Grantee makes no representations or warranties, express or implied, as to the quality, accuracy or completeness of the Subject Data disclosed hereunder, and Grantor expressly acknowledges the inherent risk of error in the acquisition, processing, and interpretation of geologic and geophysical data. Grantee shall have no liability whatsoever with respect to Grantor's use of or reliance upon the data viewed hereunder.

9. **Confidentiality:** Grantor agrees that all information, knowledge, and know-how acquired or generated as a result of its viewing of the Subject Data (the "Confidential Information") shall be kept strictly confidential by Grantor and further agrees that prior to its viewing of the Subject Data Grantor shall agree in writing to a confidentiality agreement governing the Subject Data and Confidential Information in a form approved by Grantee at Grantee's sole discretion (the "Confidentiality Agreement"). Grantor agrees it shall not disclose the Confidential Information to any third party other than to third party consultants or contractors engaged by Grantor for the purpose of participating in Grantor's viewing of the Subject Data and performing analysis and interpretation of the Subject Data and Confidential Information on behalf of Grantor. Notwithstanding the foregoing, such third party consultants or contractors must be approved in writing by Grantee and must enter an

agreement identical in form to the Confidentiality Agreement prior to performing any work on behalf of Grantor with respect to the Subject Data or Confidential Information.

10. Survival. Paragraphs 8 and 9 above shall survive the survive expiration of the permit granted herein and continue to bind the parties for so long as either of them shall utilize or possess the Subject Data or information resulting therefrom.

[Signature page follows]

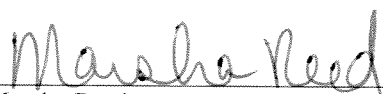
IN WITNESS WHEREOF, this instrument is executed as of the date first above written, to be effective upon the date provided above.

GRANTOR:

THE CITY OF LUBBOCK

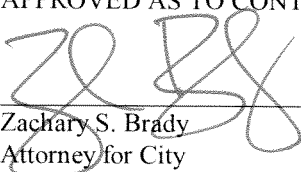
By: _____
GLEN C. ROBERTSON, Mayor

APPROVED AS TO CONTENT:



Marsha Reed
Chief Operations Officer

APPROVED AS TO CONTENT:




Zachary S. Brady
Attorney for City

ATTEST:

City Secretary

GRANTEE:

SANTO PETROLEUM LLC

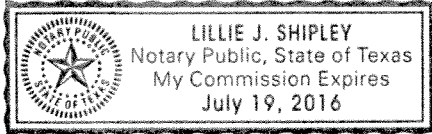
By: 

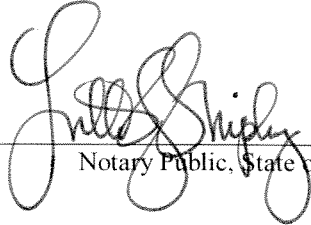
GARY WALDROP, Field Land Manager

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 12th day of NOVEMBER, 2012, by GARY WALDROP, Field Land Manager of SANTO PETROLEUM LLC, a limited liability company, on behalf of said company.



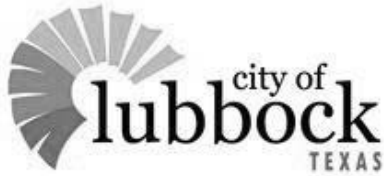


Notary Public, State of Texas

EXHIBIT "A"
Legal Description of the Lands

ATTACHED HERETO AND MADE A PART OF THAT CERTAIN GEOPHYSICAL PERMIT DATED NOVEMBER 1, 2012, BY AND BETWEEN THE CITY OF LUBBOCK, TEXAS, AS GRANTOR AND SANTO PETROLEUM LLC, AS GRANTEE:

Being 317.58 acres, more or less, described as being the West Half of Section 72, Block S, Abstract 946, T.T Rail Road Company Survey, Lubbock County, Texas and further identified in that certain Dedicatory Certificate dated December 12, 2010 and recorded in File # 2011003802 of the Public Records of Lubbock County.



Regular City Council Meeting

5. 12.

Meeting Date: 11/29/2012

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: An ordinance abandoning and closing two drainage easements located in Section 36, Block AK, Lubbock County, Texas, 6301 Spur 327.

Item Summary

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

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

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

[Ordinance - Sect. 36, Blk. AK](#)

ORDINANCE NO. _____

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

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



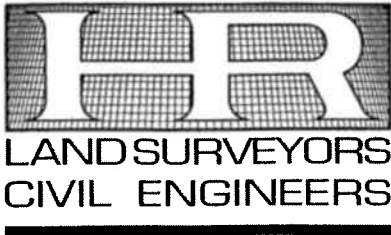
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



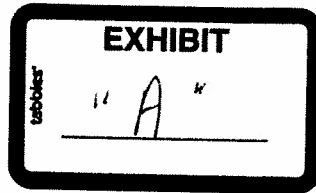
Chad Weaver, Assistant City Attorney

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



HUGO REED AND ASSOCIATES, INC.

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



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

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

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

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

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

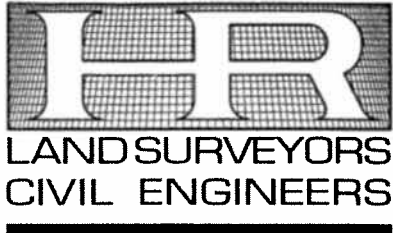
THENCE N. 88°10'06" W. a distance of 1,641.12 feet to the Point of Beginning.

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

Surveyed on the ground,
April 8, 2005

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



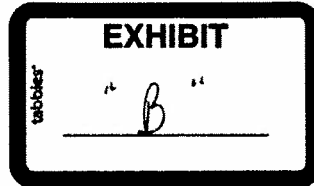


HUGO REED AND ASSOCIATES, INC.

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

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

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



Drainage Easement

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

BEGINNING at a 1/2" iron rod with cap set which bears N. 89°59' W., 2917.50 feet and North 950.74 feet from the Southeast corner of Section 36, Block AK, Lubbock County, Texas;

THENCE West a distance of 140.00 feet to a 1/2" iron rod with cap set;

THENCE North a distance of 462.61 feet to a point;

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

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

THENCE S. 00°00'34" E. a distance of 291.08 feet to a 1/2" iron rod with cap set;

THENCE West a distance of 45.00 feet to a 1/2" iron rod with cap set;

THENCE N. 45°00'17" W. a distance of 21.22 feet to a 1/2" iron rod with cap set;

THENCE West a distance of 30.00 feet to a 1/2" iron rod with cap set in the East line of that tract of land described in Volume 174, Page 584, Deed Records of Lubbock County, Texas;

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

THENCE S. 86°41' E., along the South right-of-way line of Spur 327, a distance of 623.65 feet to a 1/2" iron rod with cap set;

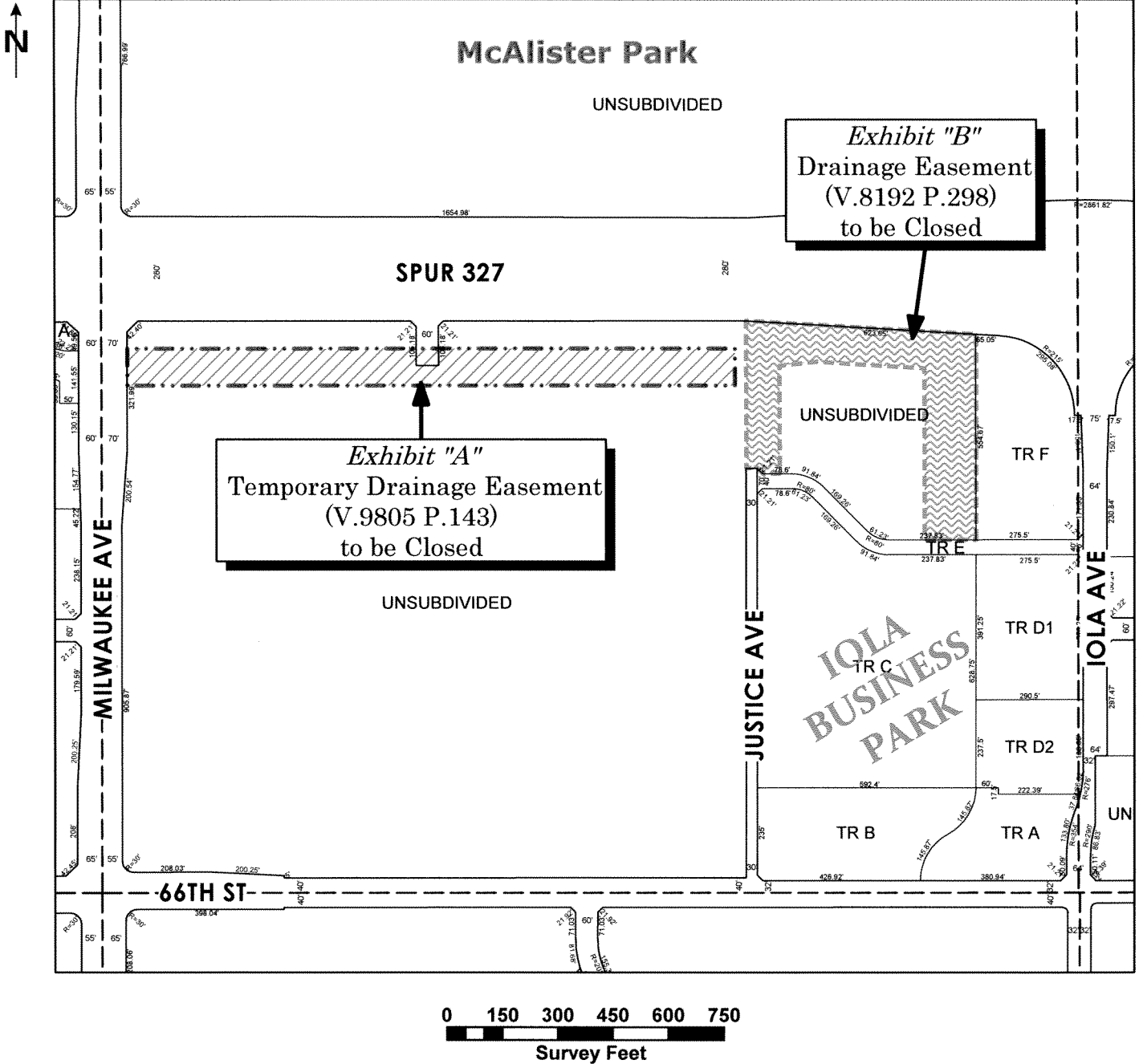
THENCE South a distance of 554.67 feet to the Point of Beginning.

October 16, 2002

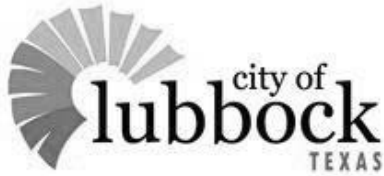
Daniel E. Martinez
Registered Professional Land Surveyor
State of Texas No. 4515



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



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



Regular City Council Meeting

5. 13.

Meeting Date: 11/29/2012

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a portion of a drainage easement located in Tract A, Tuscany Place, an addition to the City of Lubbock, Texas, 6312 73rd.

Item Summary

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

The Public Works Engineering Department is in agreement with closing a portion of the easement.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Ordinance - Tuscany Place

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A DRAINAGE EASEMENT, LOCATED IN TRACT A, TUSCANY PLACE, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

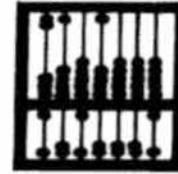
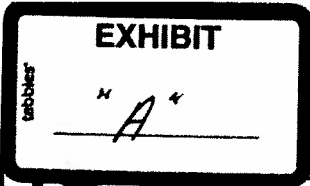


Chad Weaver, Assistant City Attorney

A&C-DEasement, Tract A Tuscany Place.ord
11.14.2012

ABACUS SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7870



"Count on it"

FIELD NOTES on a 0.005 acre tract out of Tract A, Tuscany Place, an Addition to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Lubbock County Clerk File Number 2011036296, being further described by metes and bounds as follows:

BEGINNING at a point in the Northeast line of a drainage easement for the most easterly corner of this tract which bears East, 225.17 feet and North, 120.80 feet from the Northwest corner of Tract A, Tuscany Place, said BEGINNING POINT bears S 44° 56' 58" E, 1 foot from the intersection of said drainage easement line and a building wall;

THENCE S 45°03'02" W, 1 foot Southeast of an parallel to said wall, at 3.9 feet pass the projected Southwest Wall of said building, in all 6.90 feet to the most Southerly corner of this tract;

THENCE N 44°56'58" W, on a line 3 feet Southwesterly of and parallel to the Southwest wall of said building, 28.99 feet to the most Westerly corner of this tract;

THENCE N 45°01'18" E, 6.90 feet to the most Northerly corner of this tract;

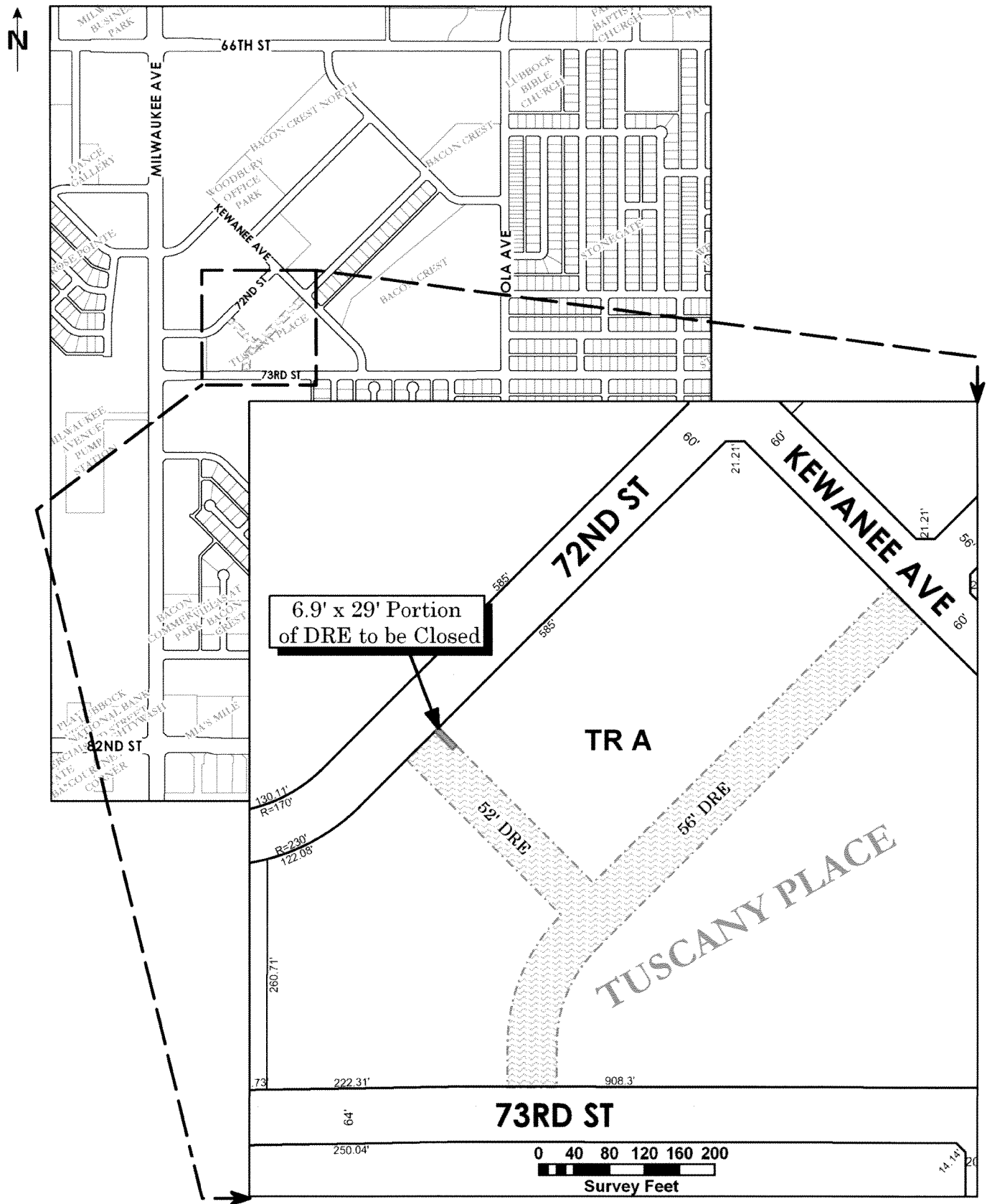
THENCE S 44°56'58" E, 29.00 feet to the PLACE of BEGINNING containing 0.005 Acres.

A large, stylized handwritten signature in black ink, appearing to read "Jonathan M. Cieszinski".

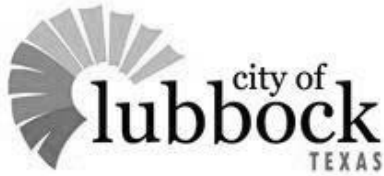
These Notes are based on a survey made on the ground.
Jonathan M. Cieszinski, RPLS 4460
November 14, 2012



Proposed Closing of a Portion of a Drainage Easement Located in Tract A, Tuscany Place Addition



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Regular City Council Meeting

5. 14.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order Contract 31012866 with Randall Reed's Prestige Ford for light duty vehicles per ITB 13-11009-RH.

Item Summary

The purchase order contract is for two 1/2 ton, full size, two passenger, cargo vans for Telecommunications and Information Technology and one 3/4 ton, full size, twelve passenger van for Indoor Recreation.

The cargo van for Telecommunications will be used by personnel to move equipment and parts from one City building to another. The vehicle will be used to provide quick access to repair parts and tools the technicians use on a routine basis. The cargo van is an additional vehicle.

The cargo van for Information Technology will be used to commute to and from the various City of Lubbock buildings to provide computer support and to haul computers, monitors, printers, and network equipment necessary to maintain and upgrade the computer infrastructure. The cargo van for Information Technology will replace a 2003 model.

The passenger van for Indoor Recreation will be used to transport youth and senior citizens, who participate in the programs of the department. Transportation is provided for seniors to participate in any of the five senior meal programs and in the field trip activities of the senior centers. The van will also be utilized in transporting youth during summer camps, spring break and holiday camps, as well as special events. The passenger van for Indoor Recreations will replace a 2000 model.

Three vendors submitted bids. A bid tabulation is provided.

Staff recommends contract award for the vans to the lowest bidder meeting specifications, Randall Reed's Prestige Ford of Garland, Texas, for \$56,794.

Fiscal Impact

The equipment is approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Mark Yearwood, Assistant City Manager/Chief Information Officer

Attachments

Resolution & PO - Randall Reed

Tab Sheet - Randall Reed

Vans

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. 31012866 for the purchase of light duty vans as per ITB 13-11009-RH, by and between the City of Lubbock and Randall Reed's Prestige Ford of Garland, 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:



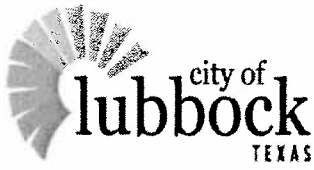
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Randall Reed's-PurchaseOrd
November 12, 2012



PURCHASE ORDER

Page - 1
Date - 11/13/2012
Order Number 31012866 000 OP
Branch/Plant 3526

TO: RANDALL REED'S PRESTIGE FORD
3601 S. SHILOH ROAD
GARLAND Texas 75044

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

Ordered 11/12/2012 Freight
Requested 02/15/2013 Taken By R HOLDER
Delivery REQ 40676 M TREVINO ITB 13-11009-RH

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include 2013 Ford E-350 Passenger Van, 2013 Ford E-150 Cargo Van (Spec 412), and 2013 Ford E-150 Cargo Van (Spec 409). Total Order: 56,794.00

Terms NET DUE ON RECEIPT 56,794.00

This purchase order encumbers funds in the amount of \$56,794.00 for the purchase of three vans awarded on November 29, 2012, to Randall Reed's Prestige Ford, of Garland, Texas in accordance with Randall Reed's Prestige Ford's response to ITB# 13-11009-RH. The following is incorporated into and made part of this purchase order by reference: bid submitted by your firm in response to City of Lubbock ITB# 13-11009-RH.

Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

**City of Lubbock, Texas
Purchasing and Contract Management
Light Duty Vehicles-Group 1**

BID FORM

In compliance with the **Invitation to Bid 13-11009-RH**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11009-RH** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	2	Each	½ Ton, Full Size, Two Passenger, Cargo Van per Specification No.409	\$ 17572	\$ 35144	7-8 weeks
Model Year, Brand Name and Model Number: <i>2013 Ford E-150 1/2 ton cargo van</i>						
2.	1	Each	¾ Ton, Full Size, Twelve Passenger Van per Specification No.412	\$ 21050	\$ 21050	7-8 weeks
Model Year, Brand Name and Model Number: <i>2013 Ford E350 1 ton -12 passenger van</i>						

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

**ARO – After Receipt of Order

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of %, net 30 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the

period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES NO

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

THIS BID IS SUBMITTED BY Randall Reed's Prestige corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Randall Reed's Prestige Ford
 Address: 3601 S. Shiloh Rd
 City: Garland State: TX Zip: 75041

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
 2. Name _____ and Converter's License No. _____
 3. Name _____ and Representative's License No. _____
 4. Name _____ and Franchise Dealer's License No. _____
- General Distinguishing No. _____ (Franchised TX dealer)

By _____ Date: _____
 Authorized Representative - must sign by hand

Officer Name and Title: _____
 Please Print

City of Lubbock, TX
Fleet Services
Bid Tabulation
November 29, 2012

ITB 13-11009-RH

Light Duty Vehicles-Group 1

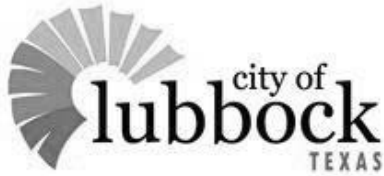
Item	Qty	U/M	Description/Vendor	Unit Cost	Extended Cost
1	2	EA	1/2 Ton, Full Size, Two Passenger, Cargo Van		
			Randall Reed's Prestige Ford, Garland, TX	17,572	\$ 35,144
			Scoggin Dickey Chevrolet-Buick, Lubbock, TX	19,789	39,578
			Gene Messer Ford, Lubbock, TX	19,920	39,840
2	1	EA	3/4 Ton, Full Size, Twelve Passenger Van		
			Randall Reed's Prestige Ford, Garland, TX	21,650	21,650
			Scoggin Dickey Chevrolet-Buick, Lubbock, TX	23,759	23,759
			Gene Messer Ford, Lubbock, TX	23,967	23,967
			Total Bid Items, 1-2		
			Randall Reed's Prestige Ford, Garland, TX		\$ 56,794
			Scoggin Dickey Chevrolet-Buick, Lubbock, TX		63,337
			Gene Messer Ford, Lubbock, TX		63,807



Ford E-150 Cargo Van



Ford E-350 Passenger Van



Regular City Council Meeting

5. 15.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Job Order Contract 13-10944-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the demolition of the former Health Department located at 1902 Texas Ave.

Item Summary

The former Health Department building was vacated in October, 2012. This project will demolish the vacated building to include the metal storage building located on the south end of the parking lot. The demolition will also include removing all fencing and asphalt on the property, leaving a clean and level lot.

The \$205,895 contract with Minnix Commercial Partners, Ltd., of Lubbock, Texas, is made through BuyBoard Contract No. 2012 Area J- MCP, using an electronic system known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contract is based on a catalog of pre-priced construction tasks for all divisions of construction. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

Time for completion is 60 consecutive calendar days with liquidated damages of \$100 per calendar day.

Fiscal Impact

\$882,748 is appropriated in Capital Improvement Project 8536, Facility Demolition, with \$205,895 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & JOC - Minnix

Budget Detail - 8536

CIP Detail - 8536

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 13-10944-JOC for demolition of the former Health Department located at 1902 Texas Avenue, by and between the City of Lubbock and Minnix Commercial Partners, Ltd., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Minnix Commercial Partners, Ltd.
November 12, 2012

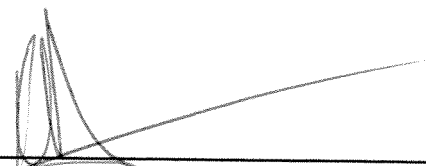
Work Order Signature Document

BUYBOARD EQIQC Contract No.: 2012 Area J - MCP	
<input type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 014011.00	Work Order Date: 10/29/2012
Work Order Title: Demolition of Old Health Department	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Minnix Commercial Partners, Ltd.</u>
Contact: <u>Wesley Everett</u>	Contact: <u>Keenan Davis</u>
Phone: <u>(806) 775-2665</u>	Phone: <u>(806) 798-7335</u>
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of BuyBoard EQIQC Contract No. 2012 Area J – MCP.	
<u>Brief Work Order Description:</u> Demolition of Old Health Department	
Time of Performance <u>60</u> Calendar Days. Liquidated Damages \$100 per calendar day.	

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
014011.00	1902 Texas Avenue	\$205,895.34

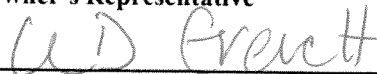
CITY OF LUBBOCK

Glen C. Robertson, Mayor

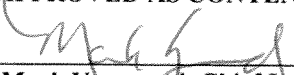


Keenan Davis, Project Manager
Minnix Commercial Partners, Ltd.


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



Detailed Scope of Work

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

From: John Castillo
City of Lubbock
1625 13th St
Lubbock, TX 79401
(806) 535-3521

Date Printed: October 29, 2012

Work Order Number: 014011.00

Work Order Title: City of Lubbock - 1902 Texas Ave - Demolition of building leaving a clean and level lot

Brief Scope: Demolition of Old Health Department leaving a clean and level lot.

Preliminary

Revised

Final

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

Minnix Commercial Partners Proposes the following work to be performed at the old Health Department:

- Disconnect Utilities.
- Demo Building and underground pits.
- Remove all concrete and foundations.
- Demo all asphalt parking lot.
- Demo Metal Building.
- Demo Fencing.
- Demo Sidewalks as necessary to remove structure.
- Provide temporary fencing around entire block.
- Leave Clean and Level Lot.
- Demo Grease Trap in its entirety.

Work to be completed in 8 weeks from notice to proceed.

Contractor's Price Proposal CSI - Summary

Date: October 29, 2012

Re: IQC Master Contract #: 2012 Area J - MCP
Work Order #: 014011.00
Owner PO #:
Title: City of Lubbock - 1902 Texas Ave - Demolition of building leaving a clean and level lot
Contractor: Minnix Commercial Partners, LTD
Proposal Value: \$205,895.34

01 - General Requirements	\$2,580.42
02 - Site Work	\$203,314.92
Proposal Total	\$205,895.34

Contractor's Price Proposal CSI - Detail

Date: October 29, 2012

Re: IQC Master Contract #: 2012 Area J - MCP
 Work Order #: 014011.00
 Owner PO #:
 Title: City of Lubbock - 1902 Texas Ave - Demolition of building leaving a clean and level lot
 Contractor: Minnix Commercial Partners, LTD
 Proposal Value: \$205,895.34

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 56 26 00 0005		LF	Temporary 6' High Chain Link Fence And Posts, Up To 6 Months	\$2,410.72
			Installation	Quantity Unit Price Factor = Total	
				1,300.00 x 1.52 x 1.2200 = 2,410.72	
2	01 56 26 00 0005 0086			For > 500 LF, Deduct	-\$364.78
			Installation	Quantity Unit Price Factor = Total	
				1,300.00 x -0.23 x 1.2200 = -364.78	
3	01 56 26 00 0037		EA	20' Wide, 6' High, Temporary Chain Link Fence Gate, Up To 6 Months	\$534.48
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 219.05 x 1.2200 = 534.48	
Subtotal for 01 - General Requirements					\$2,580.42
02 - Site Work					
4	02 41 13 13 0019		SY	Up To 3" By Machine, Break-up And Remove Bituminous Paving	\$39,297.81
			Installation	Quantity Unit Price Factor = Total	
				5,333.00 x 6.04 x 1.2200 = 39,297.81	
5	02 41 13 13 0019 0016			For > 5000 To 10000, Deduct	-\$13,337.83
			Installation	Quantity Unit Price Factor = Total	
				5,333.00 x -2.05 x 1.2200 = -13,337.83	
6	02 41 16 13 0009		CCF	Demo Steel Framed Building By Machine Remove Building	\$8,696.16
			Installation	Quantity Unit Price Factor = Total	
				360.00 x 19.80 x 1.2200 = 8,696.16	
7	02 41 16 13 0009 0004			For Up To 500, Add	\$2,608.85
			Installation	Quantity Unit Price Factor = Total	
				360.00 x 5.94 x 1.2200 = 2,608.85	
8	02 41 16 13 0009 0011			For No Interior Partitions, Deduct	-\$2,174.04
			Installation	Quantity Unit Price Factor = Total	
				360.00 x -4.95 x 1.2200 = -2,174.04	
9	02 41 16 13 0012		CCF	Demo Reinforced Concrete Building By Machine Remove Building	\$168,223.97
			Installation	Quantity Unit Price Factor = Total	
				5,275.00 x 26.14 x 1.2200 = 168,223.97	
Subtotal for 02 - Site Work					\$203,314.92
Proposal Total					\$205,895.34

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 29, 2012**

Capital Project Number:	8536
Capital Project Name:	City Facility Demolition

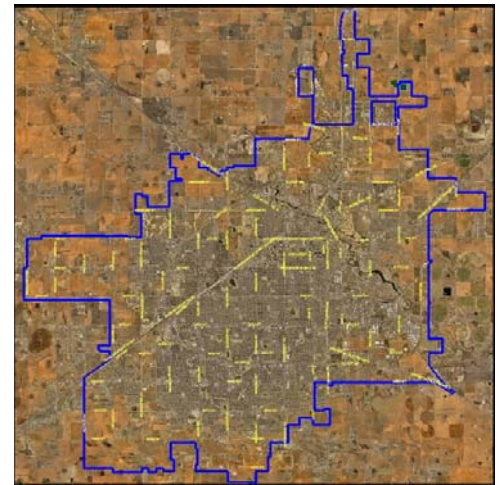
	Budget
<i>Encumbered/Expended</i>	
7th and Avenue Q Fountain Demolition	\$ 242,626
Mackenzie Swimming Pool Demolition	148,100
Buddy Holly Sign Relocation	1,056
Professional Services	844
Civic Center Courtyard Fountain Demolition	71,972
Asbestos Consultant Fees	13,500
Information Technology Asbestos Abatement	49,339
Information Technology Demolition	49,479
 <i>Agenda Item November 29, 2012</i>	
Minnix-Health Department Demolition	205,895
<i>Encumbered/Expended To Date</i>	782,811
 <i>Estimated Costs for Remaining Appropriation</i>	
Demolition	99,937
<i>Remaining Appropriation</i>	99,937
 Total Appropriation	 \$ 882,748

Managing Department **Building Services**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Demolition of facilities and/or structures that are in disrepair and are no longer suitable for use, including abandoned facilities, and out of service parks restrooms.

Project Justification

Removal of unsightly, out of service, facilities and structures.

Project History

Facilities that have been demolished include: the fountain at 9th Street and Avenue Q, Civic Center Courtyard Fountain, IT Facility (10th & Texas), Chatman Park Restroom, Ribble Park Restroom, Mackenzie Maintenance Compound, Wagner Park Restroom, Mackenzie Park Restroom, and the Mackenzie Pool.

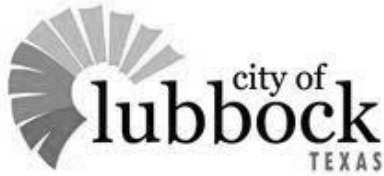
\$400,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.

\$332,748 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$150,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Other Activities	732,748	150,000	150,000	150,000	150,000	150,000	150,000	1,632,748
Total Project Appropriation	732,748	150,000	150,000	150,000	150,000	150,000	150,000	1,632,748

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2011 General Fund Pay-As-You-Go	332,748	0	0	0	0	0	0	332,748
FY 2013 General Fund Pay-As-You-Go	0	150,000	0	0	0	0	0	150,000
FY 2014 General Fund Pay-As-You-Go	0	0	150,000	0	0	0	0	150,000
FY 2015 General Fund Pay-As-You-Go	0	0	0	150,000	0	0	0	150,000
FY 2016 General Fund Pay-As-You-Go	0	0	0	0	150,000	0	0	150,000
FY 2017 General Fund Pay-As-You-Go	0	0	0	0	0	150,000	0	150,000
FY 2018 General Fund Pay-As-You-Go	0	0	0	0	0	0	150,000	150,000
General Capital Project Fund	400,000	0	0	0	0	0	0	400,000
Total Funding Sources	732,748	150,000	150,000	150,000	150,000	150,000	150,000	1,632,748



Regular City Council Meeting

5. 16.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract Resolution - Information Technology / Police Department: Consider a resolution authorizing the Mayor to execute purchase order Contract 94000003 with L-3 Communications Mobile-Vision, Inc. for the purchase of three AlertVu Automatic License Plate Recognition Systems for Parking Control.

Item Summary

The AlertVu ALPR system automates the process of parking enforcement. The parking enforcement officer needs only to drive down the street and the system will automatically read the plates and compare them to the defined parking times. "Overstays" will be detected and the Parking Enforcement Officer will be alerted. This will replace the manual chalking process and simplify it to a mere drive-by. More area can be covered in less time.

Once the system triggers the alarm for a parking violation, it will automatically retrieve the original image and display the two images on the same screen. The record (with the images of the car) automatically gets saved and the history file will contain the license plate pictures of the vehicle, the GPS location and time of day for both the 1st and 2nd capture reads. The Parking Control officer will then be able to verify the violation and issue the citation. The images will be available for court use in the case a citizen wishes to contest the citation.

The L-3 Communications Mobile-Visions Alert VU Automatic License Plate recognition solution is made available through the Houston-Galveston Area Council (HGAC) Contract No. EF-04-11. The Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software and other Information Technology products through the HGAC program. Pursuant to the Texas Government Code Chapter 791.025, purchase from HGAC contracts meet competitive bid requirements.

Fiscal Impact

\$63,701 is appropriated in the Byrne Memorial Justice Assistance Grant 12. This program furthers the Department's mission by assisting state, local, and tribal efforts to prevent or reduce crime and violence.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager
Ray Mendoza, Lieutenant Lubbock Police Department

Attachments

Resolution & PO - L3 Communications

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. 94000003 for the purchase of three Alter Vu Automatic License Plate Recognition Systems for Parking Control as per HGAC Contract No. EF-04-11, by and between the City of Lubbock and L-3 Communications Mobile Vision, Inc. of Boonton, New Jersey, 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:



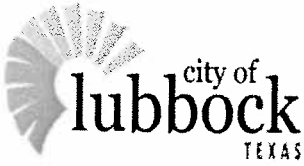
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.L-3 Communications Mobile-PurchaseOrd
November 13, 2012



PURCHASE ORDER

Page - 1
 Date - 11/14/2012
 Order Number 94000003 000 OP
 Branch/Plant 9148

TO: L-3 COMMUNICATIONS MOBILE-VISION, INC.
 90 FANNY ROAD
 BOONTON New Jersey 07005

SHIP TO: CITY OF LUBBOCK
 INFORMATION TECHNOLOGY
 C/O MARK YEARWOOD
 1611 10TH STREET
 LUBBOCK Texas 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: *[Signature]*
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 11/13/2012 Freight
 Requested 11/13/2012 Taken By D.TORRES
 Delivery Per J Zhine / Req 40838 HGAC Contract: EF-04-11

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
AlertVu Quad Camera ALPR Sys	3.000	12,875.4000	EA	38,626.20	01/18/2013
2 Frnt Color & 2 PrkgIR Camera					
1Day Onsite Install /2hr Train	1.000	2,950.0000	EA	2,950.00	01/18/2013
#MVD-DET-BT1					
Software AlertVu Back Offc SW	1.000	2,375.0000	EA	2,375.00	01/18/2013
#LASWRBOFSVR					
Chalking Software License ALP	3.000	4,750.0000	EA	14,250.00	01/18/2013
#LASWRJETBASVC					
Option GPS Recvr Extnal MCD	3.000	300.0000	EA	900.00	01/18/2013
#LCNETGPSOPTION					
Sol Config/Traing Sys build out	1.000	4,450.0000	EA	4,450.00	01/18/2013
#MVD-DEP-BT2					
Shipping & Handling	1.000	150.0000	EA	150.00	01/18/2013

Freight

Total Order

Terms NET DUE ON RECEIPT

63,701.20

PURCHASE ORDER



Page - 2
Date - 11/13/2012
Order Number 94000003 000 OP
Branch Plant 9148

TO: L-3 COMMUNICATION MOBILE-VISION, INC
90 FANNY ROAD
BOONTON, New Jersey 07005

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK, TX 79401

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

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Commercial General Liability, per occurrence- \$500,000
General Aggregate.
Automotive Liability- Combined Single limit for Any Auto -
\$300,000

Worker's Compensation Amounts- \$500,000 or Employer's
Liability and/or Occupational Medical and Disabilities. Copies of
endorsements are required.

City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the
City of Lubbock on all coverages. To include products of completed operations endorsements.

This purchase order encumbers funds in the amount of \$63,701 awarded to L-3 Communications Mobile-Vision, Inc. of Boonton, New
Jersey, on November 29, 2012. The following is incorporated into and made part of this purchase order by reference: Quotation
Number AAAQ8110 dated November 9, 2012 from L-3 Communications Mobile-Vision Inc. of Boonton, New Jersey and Houston-
Galveston Area Council (HGAC) Contract EF-04-11. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



Mobile-Vision, Inc.

QUOTE

90 Fanny Rd, Boonton, NJ 07005
T. 800-336-8475 F. 973-257-3024

Number AAAQ8110
Date Nov 9, 2012

Sold To

Lubbock Police Department

Marian McGuire
P.O. Box 2000
Lubbock, TX 79457
USA

Ship To

Lubbock Police Department

Marian McGuire
P.O. Box 2000
Lubbock, TX 79457
USA

Phone 8067752972
Fax 8067752662

Phone 8067752972
Fax 8067752662

Salesperson		P.O. Number	Ship Via	Terms	
LEE			UPS GROUND	NET 30	
Line	Qty	SKU	Description	Unit Price	Ext. Price
1			HGAC Contract No. EF-04-11		
2	3		AlertVu Quad Camera ALPR System - 2 Front Color and 2 Parking IR Cameras Includes:	\$12,875.40	\$38,626.20
3	3	LASWRDNGALERTVU	AlertVu Software and Dongle- 2 Lane License, ALPR	\$0.00	\$0.00
4	3	LALCNALERTVU1LN	License, AlertVu Additional Lane	\$0.00	\$0.00
5	6	LAASYPARKIRCAM	Parking IR Camera Assembly, AlertVu	\$0.00	\$0.00
6	6	LAMNTLIPIRPCAM	Mount, Trunk Lip, Parking IR Camera, ALPR	\$0.00	\$0.00
7	6	LAASY18XFRTCAM	18x Front Color Camera Assembly, AlertVu	\$0.00	\$0.00
8	6	LAASYVIUII4PTE	Assembly, Four Port Video Interface Unit II with Ethernet Switch, AlerVu	\$0.00	\$0.00
9	3	LAASYTEXTCODEC	Assembly, External 4 port Codec, AlertVu	\$0.00	\$0.00
10	3	MVD-CAT5-XVR-25	Cable, Ethernet Crossover, M-M, 25'	\$0.00	\$0.00
11	3	W-USBA-M/M-CA2	Cable, USB type A, Male to Male connectors, 0.5 Meter	\$0.00	\$0.00
12	3	LACBLVIUSYSPWR	Cable, Video Interface Unit System Power, 18FT, AlertVU	\$0.00	\$0.00
13	3	LACBLVIUSYSIO	Cable, Video Interface Unit System Input/Output, 18FT, AlertVU	\$0.00	\$0.00
14	1	MVD-DET-BT1	1 Day On-Site Installation (full day of install and 2 hour quick training)	\$2,950.00	\$2,950.00
15	1	LASWRBOFSVR	Software, AlertVu Back Office Software	\$2,375.00	\$2,375.00
16	3	LASWRJETBASVC	Chalking Software License, ALP	\$4,750.00	\$14,250.00
17	3	LCNETGPSOPTION	Option, GPS Receiver, External, MDC	\$300.00	\$900.00
18	1	MVD-DEP-BT2	Solution Configuration / Training: System build out and configuration plus 1 day (on-site) training	\$4,450.00	\$4,450.00

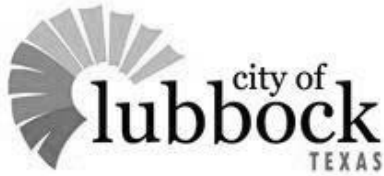
Continued On Next Page ...

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.

Line	Qty	SKU	Description	Unit Price	Ext. Price
<p>Signing below is in lieu of a formal Purchase Order. Your signature will authorize acceptance of both pricing and product:</p> <p>Signed: _____ Date: _____</p>					
<p>L-3 Shipping Terms are FOB Boonton, NJ. By Signing below you agree to waive your shipping terms and ship this order FOB Boonton, NJ.</p> <p>Signed: _____ Date: _____</p>					
				SubTotal	\$63,551.20
				Tax	
				S&H	\$150.00
				Total	\$63,701.20

Credit Terms: Net 30 Days. State/
Local Fee and Taxes are not included

Quotation is valid for 60 days from date issued. These commodities, technology or software were exported from the United States in accordance with the Export Administration regulations. Diversion contrary to US law is prohibited.



Regular City Council Meeting

5. 17.

Meeting Date: 11/29/2012

Information

Agenda Item

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

Item Summary

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

Fiscal Impact

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

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Risk Management

Renewal Premium - Risk Management

RESOLUTION

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

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

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Leisa Hutcheson, Director of Risk Management

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

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

Douglas Sanford

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

Leisa/Lainey,

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

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

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

Sincerely,

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

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

robb.pridemore@wellsfargo.com

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Thank you!

TEXAS POLITICAL SUBDIVISIONS JOINT SELF-INSURANCE FUND

PROPOSAL
City of Lubbock

Rating Period

October 1, 2012

to

October 1, 2013

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

Payment Options:

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

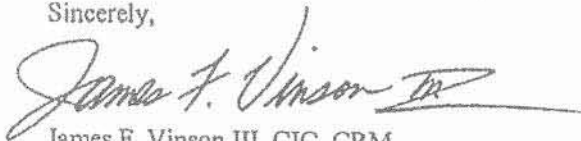
If full payment is made within 30 days of receipt of the first bill, the contribution will be reduced 2%. If quarterly payments are preferred, there is no interest charge or payment fee. *The Total Annual Contribution is \$1,570,136 with an annual payment discount.*

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

1. Complete and sign the Proposal Acceptance Form.
2. Sign the Interlocal Agreement and designate a Fund Contact. Please note that the Interlocal Agreement requires the Member to appoint a contact of department head rank or higher. The Interlocal Agreement must be signed by someone authorized by the governing body to sign contracts.
3. Return original documents to:
Texas Municipal League Intergovernmental Risk Pool
Underwriting Department
P.O. Box 149194
Austin, Texas 78714-9194

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

Sincerely,



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

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



LP111
05/17/12



CLASS CODES & PAYROLLS

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

**Total Annual Contribution
TPS Annual Pay Plan**

**\$1,600,035
\$1,522,034**

Class Code Changes by TPS

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



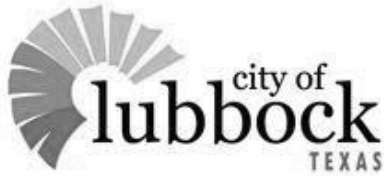
PREMIUM SUMMARY

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

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

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

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



Regular City Council Meeting

5. 18.

Meeting Date: 11/29/2012

Information

Agenda Item

Resolution - Community Development: Consider a resolution granting the waiver of Payment in Lieu of Taxes (PILOT) for FY 2012 for the Lubbock Housing Authority (LHA).

Item Summary

In April 2003, the City Council amended the cooperation agreement dated August 24, 1995, between LHA and the City of Lubbock concerning the PILOT. The amendment allows the City Council to reconsider the request to waive the PILOT on an annual basis. Approval is based on the previous year's use of the waived taxes to ensure the funds were used on affordable housing projects. A review of the use of funds is conducted each year. For the time period beginning October 1, 2010, and ending September 30, 2011, net rental revenue collected by LHA was \$354,407. The U.S. Department of Housing and Urban Development (HUD) requires the City to approve a waiver of PILOT on an annual basis. The PILOT is equivalent to 10 percent of rent, in this case \$35,441. The amounts retained by LHA will be used to enhance the properties of the housing authority. The amount to be waived is \$35,441.

Fiscal Impact

As a result of waiving the PILOT, property tax revenue to the General Fund will decrease by \$35,441.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - LHA

PILOT - LHA

RESOLUTION

WHEREAS, the Lubbock Housing Authority provides housing and supportive services to families in the City of Lubbock with very low incomes; and

WHEREAS, without the housing provided by the Lubbock Housing Authority, many of the above-described families would be living in over crowded, dilapidated structures or could be homeless; and

WHEREAS, the Lubbock Housing Authority runs several programs focused on breaking the cycle of poverty; and

WHEREAS, the City Council of the City of Lubbock recognized that the above-described services provided by the Lubbock Housing Authority provide a benefit to the citizens of the City of Lubbock; and

WHEREAS, the City of Lubbock and the Lubbock Housing Authority enter into a Cooperation Agreement dated August 24, 1995, for the Lubbock Housing Authority to pay payment in lieu of taxes to the City of Lubbock (“the Agreement”); and

WHEREAS, the City Council of the City of Lubbock amended the August 24, 1995, Cooperative Agreement to allow the City Council to waive the Payment in Lieu of taxes by a majority vote; and

WHEREAS, the City Council of the City of Lubbock finds that waiving the amount currently owed by the Lubbock Housing Authority for FY 2012 is a public benefit to the City of Lubbock and serves a public purpose;

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

THAT the City Council of the City of Lubbock hereby waives the Payment in Lieu of Taxes for FY 2012 from Lubbock Housing Authority.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

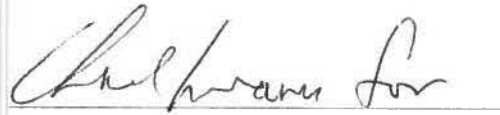
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

as/ccdocs/1.11A-Waiver Payment in Lieu of Taxes 12.res
11.14.12



HOUSING AUTHORITY OF THE CITY OF LUBBOCK

P.O. BOX 2568 LUBBOCK, TEXAS 79401 MAIN OFFICE 806•762•1191 FAX 762•0836

November 14, 2012

Bill Howerton
Director of Community Development
City of Lubbock
PO Box 2000
Lubbock, TX 79457

Re: PILOT

Bill,

Historically the Lubbock Housing Authority has requested that the City of Lubbock waive the Payment in Lieu of Taxes (PILOT) calculated based on our rental income. Some years ago, the City Council requested documentation of the Housing Authority's capital improvement expenditures to show that the Lubbock Housing Authority was actively maintaining Lubbock's Public Housing units. Our PILOT documentation, form HUD-52267 is attached and the numbers are from our FY 2010 audit for the year ending on September 30, 2010.

The Lubbock Housing Authority (LHA) operates on a fiscal year beginning October 1. LHA receives a formula grant on an annual basis for capital improvements. This grant is referred to as the Capital Fund Program or CFP. This grant amount varies from year to year depending on HUD's budget.

	CFP Grant	CFP Grant
	TX21P018501-09	TX21P018501-10
FY 2011	\$ 92,615.00	\$ 102,653.00

Total Capital Improvement Grant spending for LHA's Public Housing FY 2011: \$180.653.00

Once again, the Housing Authority of the City of Lubbock would request that the City Council waives our payment of the PILOT.

Sincerely,

Mike Chapman
Executive Director

Computation of Payments in Lieu of Taxes

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

For Fiscal Year Ended 2011

OMB Approval No. 2577-0026 (Exp. 10/31/2009)

Public reporting burden for the collection of information is estimated to average .1 hours. This includes the time for collecting, reviewing, and reporting the data. The information will be used for HUD to ascertain compliance with requirements of Section 6(D) of the U.S. Housing Act, which provides for PHA exemptions from real and personal property taxes, and inclusion in the formula data used to determine public housing operating subsidies. Response to this request for information is required in order to receive the benefits to be derived. This agency may not collect this information, and you are not required to complete this form unless it displays a currently valid OMB control number.

Name of Local Agency: Lubbock Housing Authority	Location: Lubbock, TX	Contract Number: N/A	Project Number: All
Part I - Computation of Shelter Rent Charged.			
1. Tenant Rental Revenue (FDS Line 703)	\$	484,596.00	
2. Tenant Revenue Other (FDS Line 704)		13,616.00	
3. Total Rental Charged (Lines 1 & 2)			\$ 498,212.00
4. Utilities Expense (FDS Line 931 - 939)			156,991.00
5. Shelter Rent Charged (Line 3 minus Line 4)			341,221.00
Part II - Computation of Shelter Rent Collected. (To be completed only if Cooperation Agreement provides for payment of PILOT on basis of Shelter Rent Collected.)			
1. Shelter Rent Charged (Line 5 of Part I, above)			\$ 341,221.00
2. Add: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at beginning of fiscal year			26,315.00
3. Less: Tenant Bad Debt Expense (FDS Line 964)			6,714.00
4. Less: Accounts Receivable - Tenants (FDS Lines 126, 126.1, & 126.2) at end of fiscal year			6,415.00
5. Shelter Rent Collected (Line 1 plus Line 2 minus Lines 3 & 4)			354,407.00
Part III - Computation of Approximate Full Real Property Taxes.			
(1) Taxing Districts	(2) Assessible Value	(3) Tax Rate	(4) Approximate Full Real Property Taxes
Total			0.00
Part IV - Limitation Based on Annual Contribution. (To be completed if Cooperation Agreement limits PILOT to an amount by which real property taxes exceed 20% of annual contribution.)			
1. Approximate full real property taxes	\$	0.00	
2. Accruing annual contribution for all projects under the contract	\$		
3. Pro rata share of accruing annual contribution*			
4. 20% of accruing annual contribution (20% of Line 3)			0.00
5. Approximate full real property taxes less 20% of accruing annual contribution (Line 1 minus Line 4, if Line 4 exceeds Line 1, enter zero)	\$		
Part V - Payments In Lieu of Taxes.			
1. 10% of shelter rent (10% of Line 6 of Part I or 10% of Line 5 of Part II, whichever is applicable)**	\$	35,441.00	
2. Payments in Lieu of Taxes (If Part IV is not applicable, enter the amount shown on Line 1, above, or the total in Part III, whichever is the lower. If Part IV is applicable, enter the amount shown on Line 1, above, or the amount shown on Line 5 of Part IV, whichever is lower.)	\$	35,441.00	
* Same as Line 2 if the statement includes all projects under the Annual Contributions Contract. If this statement does not include all projects under the Annual Contributions Contract, enter prorate share based upon the development cost of each project.			
** If the percentage specified in the Cooperation Agreement or the Annual Contributions Contract with HUD is lower, such lower percentage shall be used.			
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties (18 U.S.C. 1001, 1010, 1012, 31 U.S.C. 3729, 3802).			
Prepared By: Mike Chapman	Approved By: Angelica Astorga		
Name: Mike Chapman	Name: Angelica Astorga		
Title: Executive Director	Date: 11/08/2012	Title: Finance Director	Date: 11/08/2012

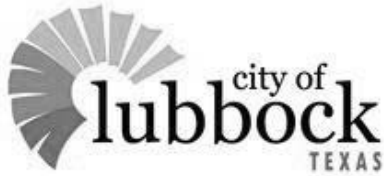
Previous Editions are Obsolete

Page 1 of 1

Form HUD-52267 (9/2005)



Address	Description of work	Date completed	CFP Acc.	Cost
2011 CFP				
96 West	Tuck Point Brick 96 West	2/14/2011	1460	\$45,620.00
5806-B 25th	Bath Renovation	2/14/2011	1460	\$2,700.00
96 West	Tuck Point Brick 96 West	2/25/2011	1460	\$21,840.00
3426 E. Bates	Renovation of House	4/1/2011	1460	\$17,055.00
5819-B 24th	Bath Renovation	1/1/2011	1460	\$2,700.00
5846-A 25th	Bath Renovation	4/12/2011	1460	\$2,700.00
				\$92,615.00
2010 CFP				
Myers 8 units	carpet	10/12/2010	1460	\$5,600.00
5805-B 25th	Bath Renovation	10/12/2010	1460	\$2,700.00
4102 35th	siding	11/8/2010	1460	\$150.00
1927 E. Auburn	Roof, Siding, Soffit, Fascia	11/11/2010	1460	\$6,065.00
5803 25th	Point Brick	11/11/2010	1460	\$1,000.00
3313 E Baylor	renovation	12/1/2010	1460	\$19,150.00
Myers 10 Units	carpet	12/7/2010	1460	\$7,246.00
36 South Brick Pointing	Point Brick	1/3/2011	1460	\$36,317.00
Cherry Point	Window Replacement	1/5/2011	1460	\$102,425.71
				\$180,653.71



Regular City Council Meeting

5. 19.

Meeting Date: 11/29/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3192 Ordinance 2012-O0128 Consider a request of Michael Diaz for a zoning change from C-2 & C-3 to C-4 limited to a tattoo studio and all C-2 permitted uses on Lot 9 and the west 48.5 feet of Lot 8, Block 1, Highland Place Addition, 4025 34th Street.

Item Summary

On November 8, 2012, the City Council approved the first reading of the ordinance.

Proposed Land Use:

The proposed land use is for a tattoo studio to be located within the shopping center.

Adjacent Land Uses:

North: Commercial, Zoned C-2 (Local Retail district)

South: Residential, Zoned R-2 (For Duplexes in a Two Family District)

East: Commercial, Zoned C-2 (Local Retail District)

West: Commercial, Zoned C-3 (Local Retail District)

Impact on the Comprehensive Land Use Plan (CLUP):

The current zoning of the property is C-2/C-3. The request, along with the current zoning, is consistent with the CLUP. Although C-4 is the least restrictive of the Commercial retail districts, staff does not see an issue allowing a tattoo studio in the strip shopping center, since only one use will be allowed from the C-4 Zoning district.

There are other areas of town, including the South Plains Mall at 6002 Slide Road, where a zone case in a C-2 or C-3 district has been approved to allow a tattoo shop and, to the knowledge of the staff, there have been no issues. For the most part tattoo shops, depending on the proprietors and clients, are non-intrusive towards other surrounding land uses; including, but not limited to, residential and other commercial zones.

No one appeared during the Planning and Zoning Public Hearing other than the applicant.

The P&Z recommends the request with one condition:

1. Tied to the tattoo studio tenant space within the shopping center.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3192

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. 3192**; A ZONING CHANGE FROM C-2 AND C-3 TO C-4 ZONING DISTRICT LIMITED TO A **TATTOO STUDIO AND ALL C-2 PERMITTED USES ON LOT 9 AND THE WEST 48.5 FEET OF LOT 8, BLOCK 1, HIGHLAND PLACE ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully 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. 3192

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 **C-2 and C-3** to **C-4** zoning district **limited to a tattoo studio and all C-2 permitted uses on Lot 9 and the west 48.5 feet of Lot 8, Block 1, Highland Place Addition**, City of Lubbock, Lubbock County, Texas, located at **4025 34th Street**, subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITION:

- 1. THAT the change be tied to the tattoo studio tenant space within the shopping center.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

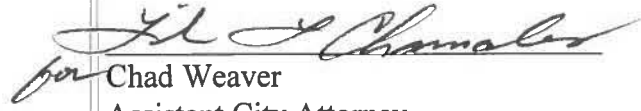
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



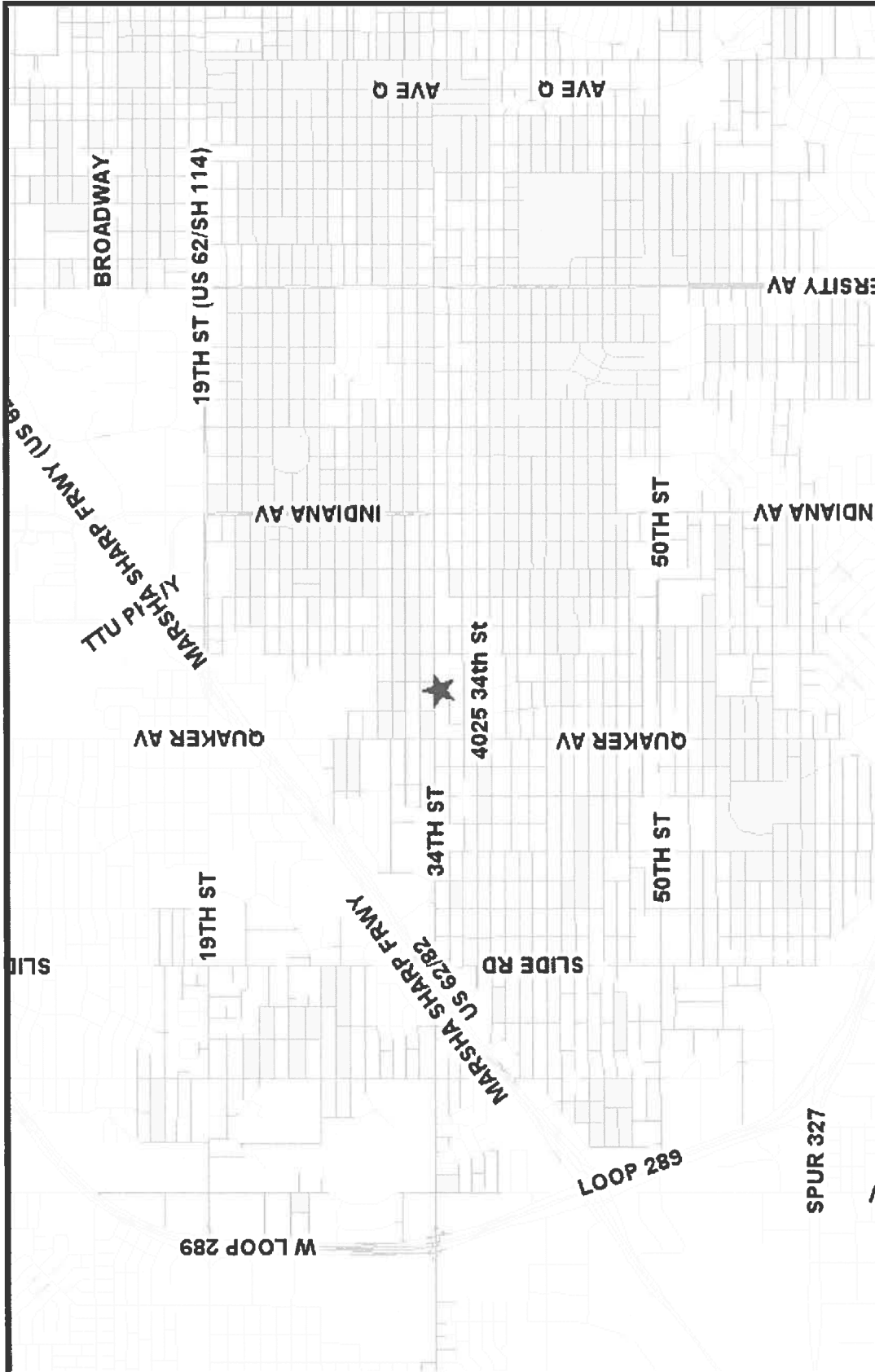
Randy Henson, Director of Planning

APPROVED AS TO FORM:

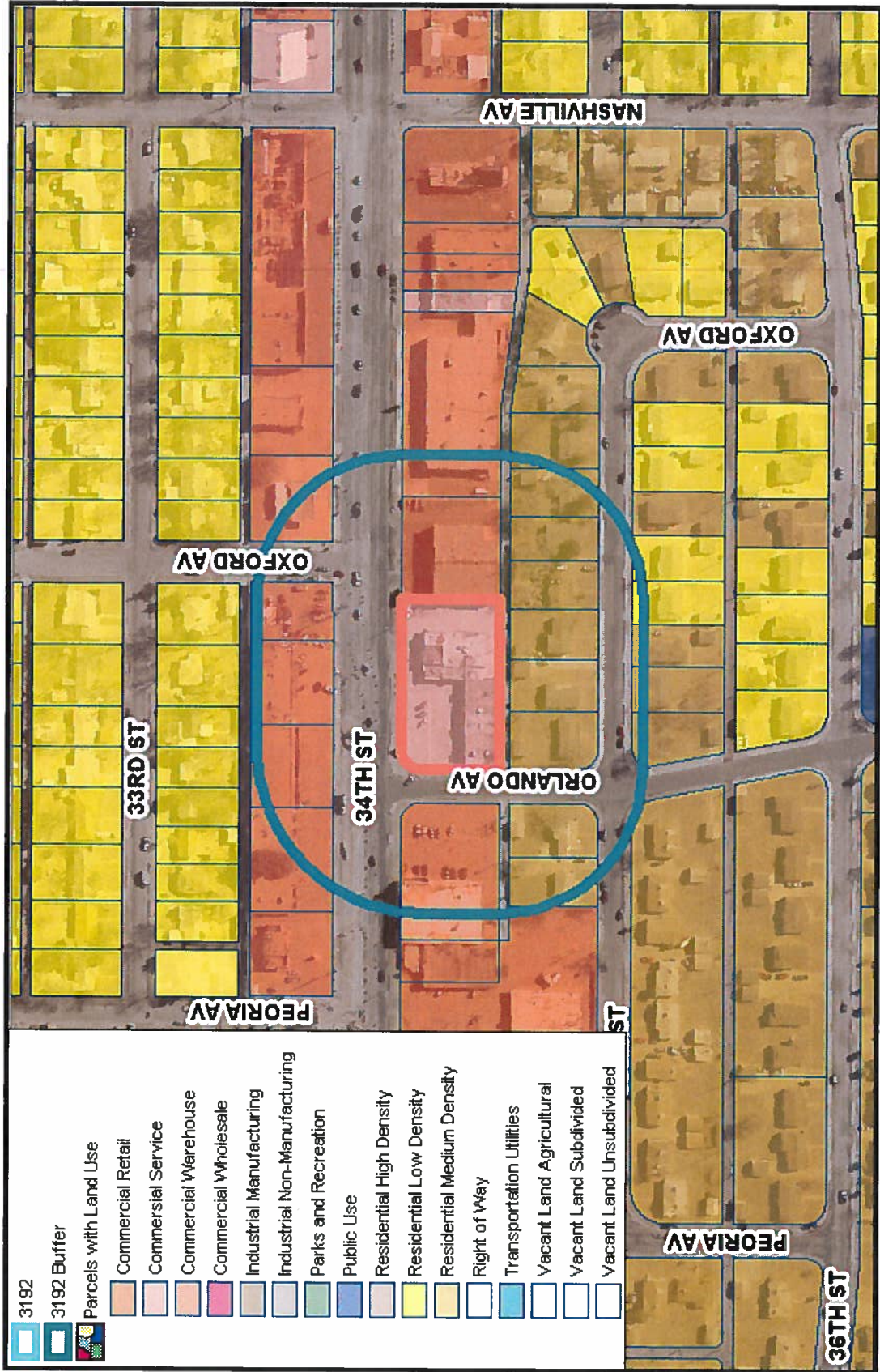

for Chad Weaver

Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3192
October 4, 2012

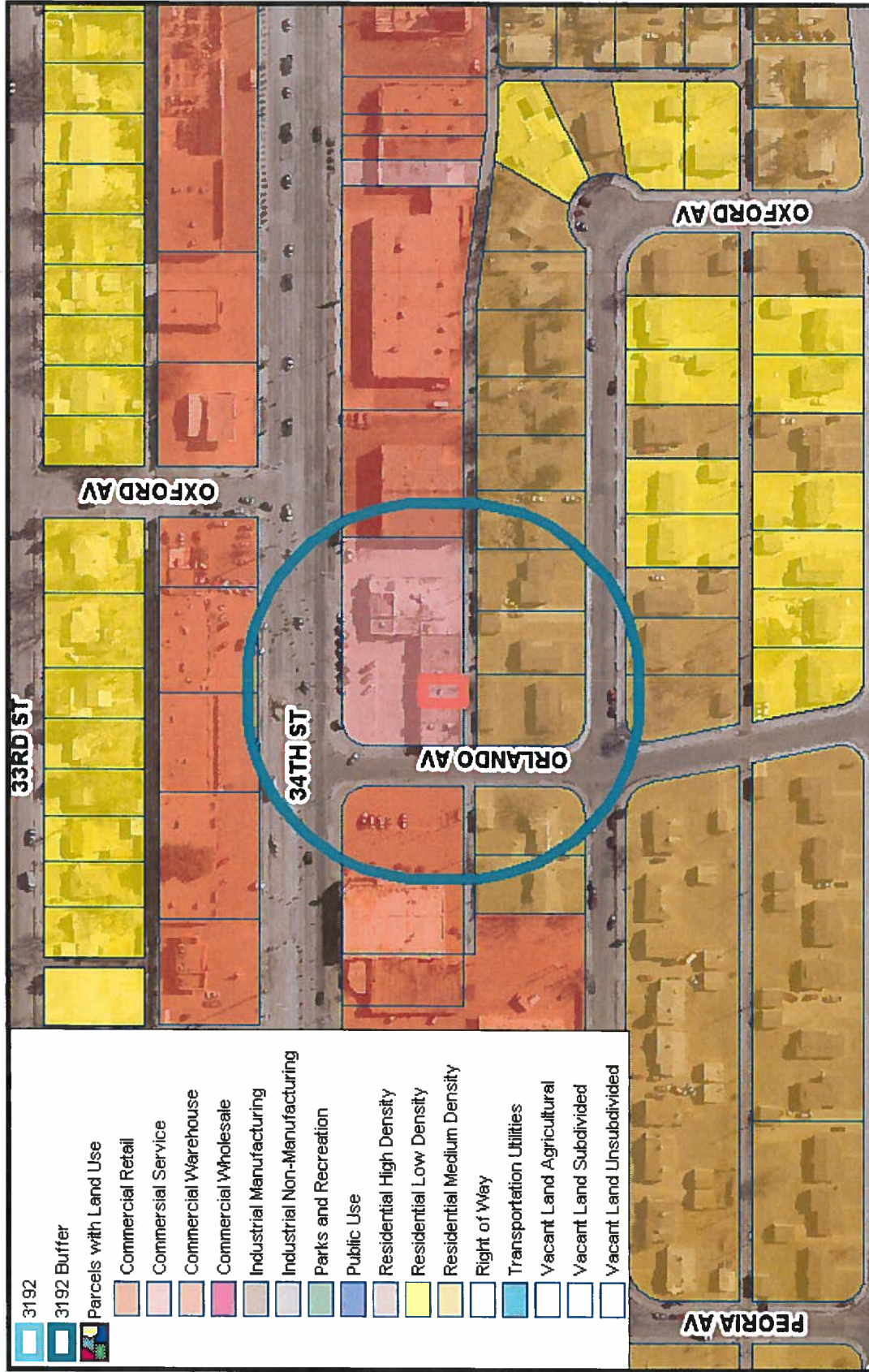


P.Z.C. Case 3192



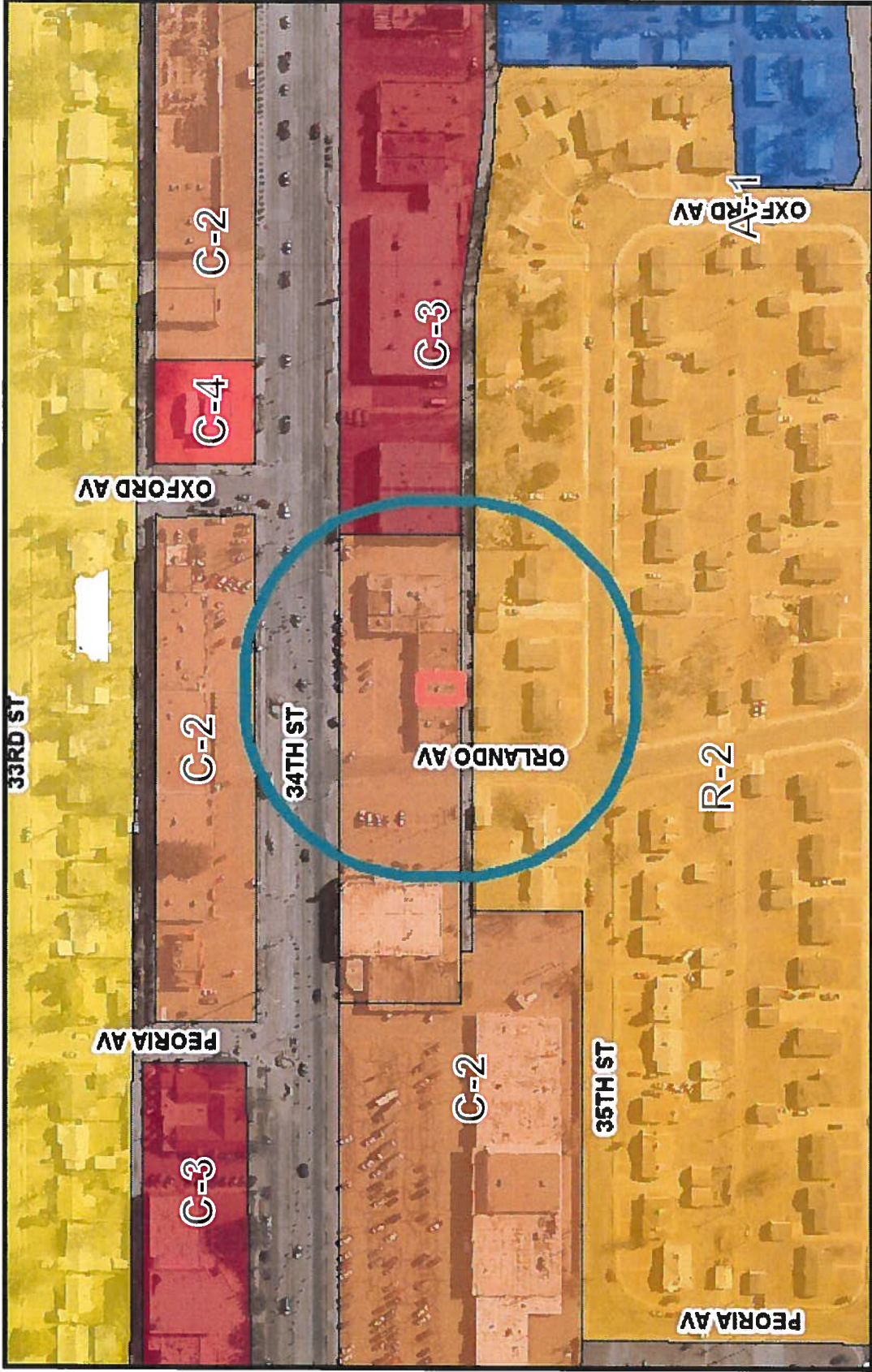
P.Z.C. Case 3192

Request of Michael Diaz for a zoning change from C-3 to C-4 limited to a tattoo studio and all C-3 permitted uses, 4025 (4033) 34th Street

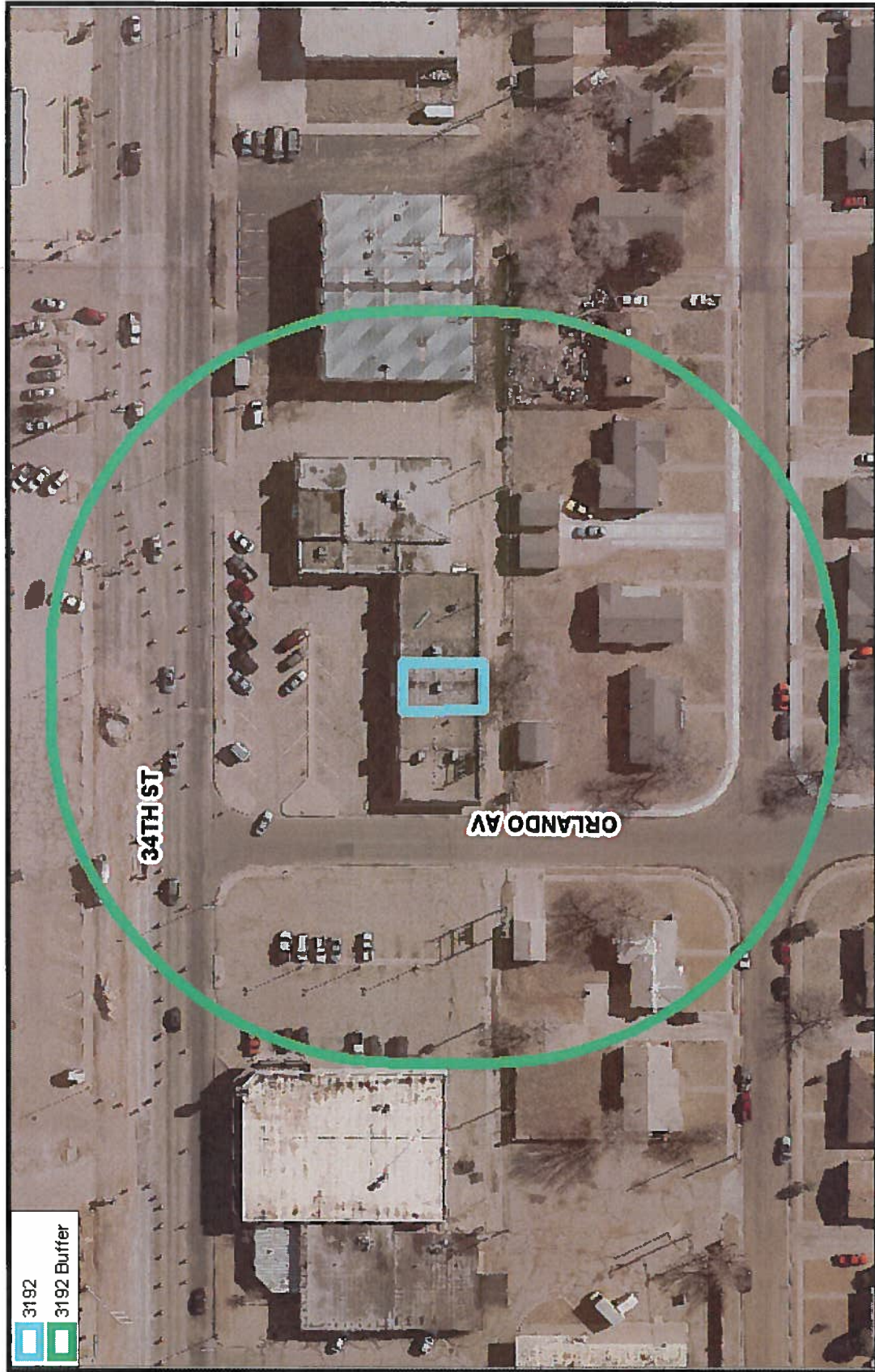


P.Z.C. Case 3192

Request of Michael Diaz for a zoning change from C-3 to C-4 limited to a tattoo studio and all C-3 permitted uses, 4025 (4033) 34th Street



P.Z.C. Case 3192 Zoning





APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Michael DIAZ
2413 35th
Lubbock TX 79414
782-5042

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 4033 34th 74410

Legal Description:*

Existing Land Use: Commercial Existing Zoning: C-3

Acreage or Square Footage of Property: 800 sq ft

Zoning Requested: C-4

Proposed Development: Tattoo Studio

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

Applicant's Signature [Signature]

Date 9.10.2012

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: 23261
Zone Case No.: 3191 3192
Request for zoning change from: C-3
Agenda No.: 10
To: C-4

on Lot(s): 9 and W 48.5' of lot 8 Block(s): 1

Subdivision: Highland Place Address: 4033 34th St

4025

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

6

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.: 3192

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
SEP 28 REC'D
PLANNING DEPARTMENT

Print Name FIVE POINTS CORP. / LONNIE HOLLINGSWORTH

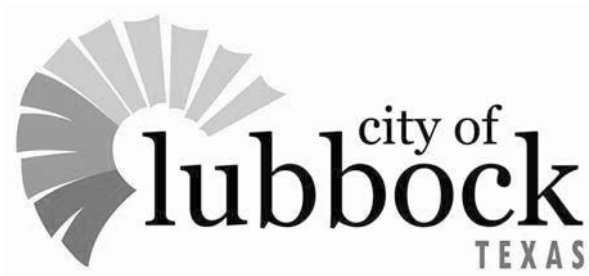
Signature: Lonnie Hollingsworth

Address: 5119-34TH ST. LUBBOCK, TX. 79410

Address of Property Owned: 4021 to 4035 - 34TH LUBBOCK, TX. 79410



4021- 4035 - 34th Street
Highland Center





Regular City Council Meeting

6. 1.

Meeting Date: 11/29/2012

Information

Agenda Item

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

Item Summary

Zoning Request:

The request is to zone the proposed property at 4011 East 4th Street from R-1 to C-3 Specific Use for a Dollar General store. This parcel is within two hundred feet of the east City Limit boundary. The case is adjacent to Zone Case 3191.

Proposed Land Use:

The proposed property is currently vacant. The proposal is for the construction of a new Dollar General store. The proposed use will produce an increase of traffic on East 4th Street, but not enough to have a major impact on the surrounding properties.

Adjacent Land Uses:

North: Residential, Zoned R-1

South: Manufacturing, Zoned M-2

East: Residential, Zoned R-1

West: Residential, Zoned R-1

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

Several adjacent residents appeared to oppose the request and several letters of opposition were received. A resident who lives several blocks to the east, and who owns also owns a small convenience store located outside the City limits, has visited several times with staff and seems to have organized at least some of the opposition from adjacent residents, most of whom live outside the City. He stated in the meeting that he not only lives in the area, but owns the small store. Other comments included the fact that the area lacked commercial development and that another comment was opposed to trash from any proposed business.

Impact on the Comprehensive Land Use Plan (CLUP):

The proposal represents a change to the CLUP. The current designation is residential, however, this particular property is located at the corner of two section lines designated as thoroughfares, Olive Avenue and East 4th Street. Current policy would be to designate 10 acres of commercial on each corner of this intersection, which was not done on the existing CLUP, since Loop 289 is approximately 900 feet to the west. The north side of East 4th Street at Olive Avenue was platted as residential before the area was annexed. The property immediately to the south is zoned M-2, heavy industrial.

In the staff's opinion, this area of the City lacks sufficient property designated and developed as commercial to meet the needs of the surrounding area. It would also likely have difficulty developing as a residential use, because the lots face 4th Street and Farm-to-Market 40, and because the property to the south is designated as M-2.

P&Z Commission Recommendation:

The P&Z Commission recommends approval subject to the following condition:

1. Tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3189

Zone Case 3189

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. 3189**; A ZONING CHANGE FROM **R-1 TO C-3 SPECIFIC USE FOR A DOLLAR GENERAL STORE**, ON **LOT 1, BLOCK 1, MORNING VIEW ADDITION**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, 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. 3189

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3** Specific Use for a **Dollar General store** on **Lot 1, Block 1, Morning View Addition**, City of Lubbock, Lubbock County, Texas, located at **4011 East 4th Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the change be tied to the proposed site plan.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4011 East 4th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

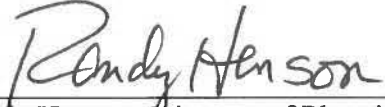
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

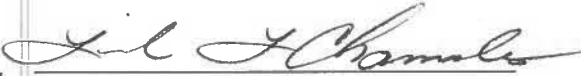
ATTEST:

Rebecca Garza, City Secretary

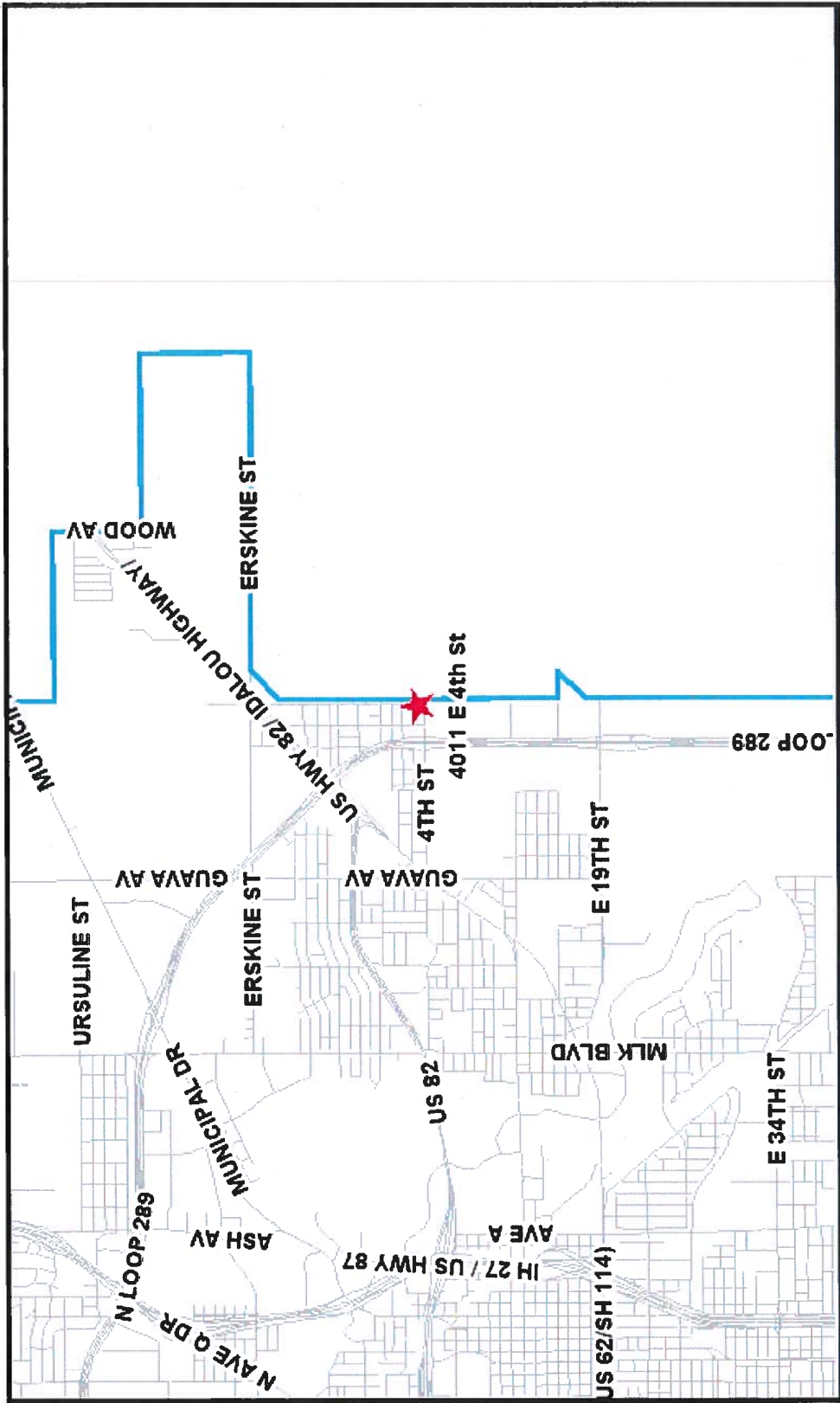
APPROVED AS TO CONTENT:


Randy Henson, Director of Planning

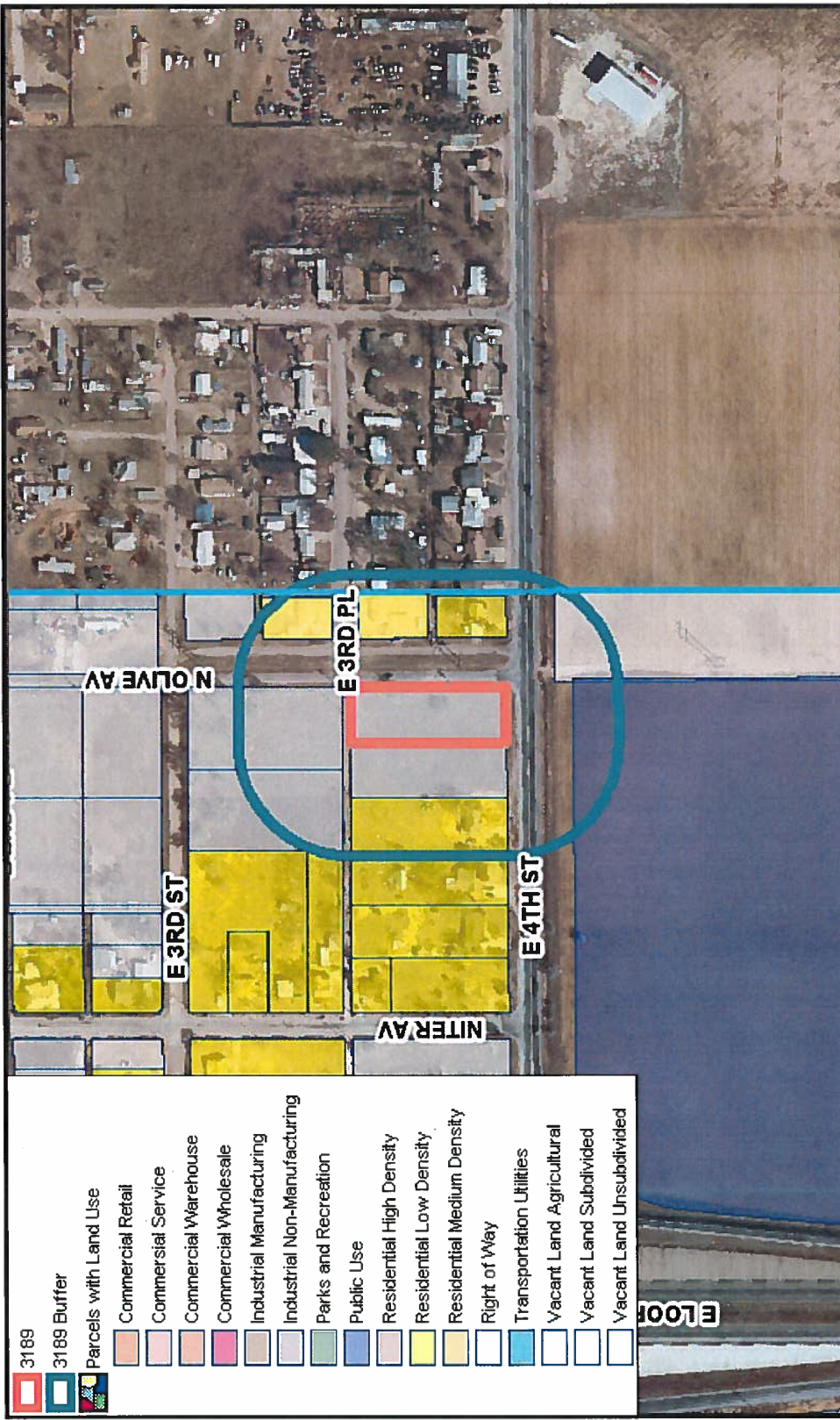
APPROVED AS TO FORM:


for Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3189
October 4, 2012

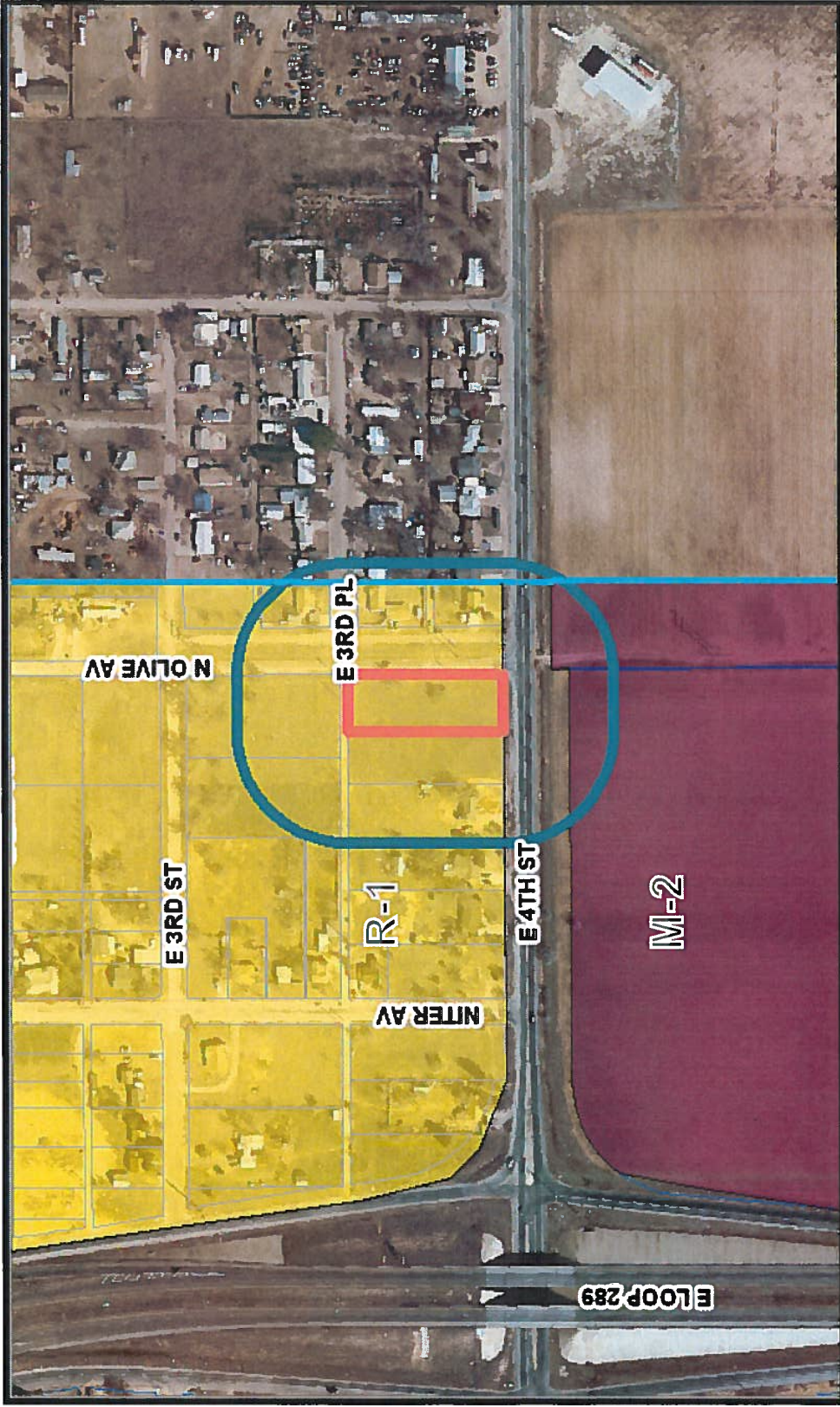


P.Z.C. Case 3189



P.Z.C. Case 3189

Request of West Texas Engineering, LLC (for RSBR Investments, LLC) for a zoning change from R-1 to C-3 Specific Use for a Dollar General store, 4011 East 4th Street



P.Z.C. Case 3189 Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) West Texas Engineering, LLC
5605 101st Place
Lubbock TX 79424
(806) 336-7270

For RSBA Investments, LLC
1598 Imperial Center, Suite 2001
West Plains Missouri 65775
(417) 256-3420

Location or Address: 4011 East 4th Street (4th St. & Olive Ave.), Lubbock, TX 79403
Legal Description: Morning View, Block 1, Lots 1 & 2
Existing Land Use: vacant Existing Zoning: R-1
Acreage or Square Footage of Property: 1.37 Acres
Zoning Requested: C-3 (General Retail District)

Proposed Development: Dollar General Store

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]
Applicant's Signature: [Signature] Date: August 14, 2012

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

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

receipt 20714 CK# 1001 For City Use Only DIN 37332 MAP 14
Zone Case No.: 3189 Agenda No.: 6
Request for zoning change from: R-1 To: C-3

on Lot(s): 1 Block(s): 1
Subdivision: Morning View Address: 4011 E 4th St

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name

Signature:

Address:

Address of Property Owned:

Cruz Narvaiz Jr. + Lupe Narvaiz
CRUZ NARVAIZ SR + LUPE NARVAIZ
4003 EAST 4th ST Lubbock, TX 79403
4003 EAST 4th ST Lubbock, TX 79403

10 of 11

~~Zone Case Number: 3189~~
~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

37339

LUBBOCK

TX 79403-4824

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name MARY HERNANDEZ
Signature: Mary Hernandez
Address: 312 NITER
Address of Property Owned: 312 Niter

10 of 11 ~~Zone Case Number: 3189~~ 37339
~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

LUBBOCK TX 79403-4824

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name: Ellen Cotton
Signature: Ellen Cotton
Address: 304 Nitar Ave, Lubbock 79403
Address of Property Owned: 304 Nitar Ave, Lubbock 79403

10 of 11
~~Zone Case Number: 3189~~ 37339
~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

LUBBOCK TX 79403-4824

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name Ruby Fae Mc Cafferty
Signature: Ruby Fae Mc Cafferty
Address: 4012 E Colgate
Address of Property Owned: 4012 E Colgate

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name Mr + Mrs Robert E Lee
Signature: Robert E Lee
Address: 4101 East 4th
Address of Property Owned: R. Lee

2 of 6 Zone Case Number: 3189
~~FLETCHER~~, ROBERT E Lee
4103 E 4TH ST □ LUBBOCK, TX 79403-4825

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

M + Mrs
Print Name ROBERT E. Fletcher
Signature: Robert J Fletcher
Address: 4103 E. 4th. ST. Lubbock, Tex. 79403
Address of Property Owned: 4103 E. Fletcher 3. 4th. ST.
Same as above

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Don't want tax to go up. Afraid of the traffic in the neighborhood. DO NOT want people hanging around my house. TO close to my house.

Print Name TERRI CHUMLEY
Signature: TERRI CHUMLEY
Address: 4007 EAST 4th
Address of Property Owned: 4007 E 4th Lubbock TX 79403

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name Charles Spoon

Signature: Charles Spoon

Address: 4111 E 3rd PL

Address of Property Owned: 4101 E 3rd PL

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name FRANCIS MARTIN
Signature: Francis Martin
Address: 4104 E 3rd Place
Address of Property Owned: 4104 E 3rd Place

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.

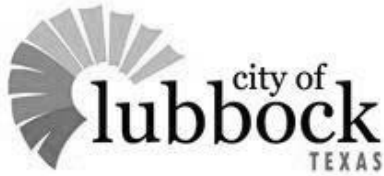
Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name Jerry Hawkins
Signature: Jerry Hawkins
Address: 4103 E 4th St
Address of Property Owned: 4207 E 4th St



Regular City Council Meeting

6. 2.

Meeting Date: 11/29/2012

Information

Agenda Item

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

Item Summary

Zoning Request:

The request is to zone the proposed property at 4011 East 4th Street from R-1 to C-3 Specific Use for a Dollar General store. This parcel is within two hundred feet of the east City Limit boundary. The case is adjacent to Zone Case 3189.

Proposed Land Use:

The proposed property is currently vacant. The proposal is for the construction of a new Dollar General store. The proposed use will produce an increase of traffic on East 4th Street, but not enough to have a major impact on the surrounding properties.

Adjacent Land Uses:

North: Residential, Zoned R-1

South: Manufacturing, Zoned M-2

East: Residential, Zoned R-1

West: Residential, Zoned R-1

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

Several adjacent residents appeared to oppose the request and several letters of opposition were received. A resident who lives several blocks to the east, and who owns also owns a small convenience store located outside the City limits, has visited several times with staff and seems to have organized at least some of the opposition from adjacent residents, most of whom live outside the City. He stated in the meeting that he not only lives in the area, but owns the small store. Other comments included the fact that the area lacked commercial development and that another comment was opposed to trash from any proposed business.

Impact on the Comprehensive Land Use Plan (CLUP):

The proposal represents a change to the CLUP. The current designation is residential, however, this particular property is located at the corner of two section lines designated as thoroughfares, Olive Avenue and East 4th Street. Current policy would be to designate 10 acres of commercial on each corner of this intersection, which was not done on the existing CLUP, since Loop 289 is approximately 900 feet to the west. The north side of East 4th Street at Olive Avenue was platted as residential before the area was annexed. The property immediately to the south is zoned M-2, heavy industrial.

In the staff's opinion, this area of the City lacks sufficient property designated and developed as commercial to meet the needs of the surrounding area. It would also likely have difficulty developing as a residential use, because the lots face 4th Street and Farm-to-Market 40, and because the property to the south is designated as M-2.

P&Z Commission Recommendation:

The P&Z Commission recommends approval subject to the following condition:

1. Tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3191

Case 3191

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. 3191**; A ZONING CHANGE FROM **R-1 TO C-3 SPECIFIC USE FOR A DOLLAR GENERAL STORE, ON LOT 2, BLOCK 1, MORNING VIEW ADDITION, LUBBOCK, TEXAS**; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, 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. 3191

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3** Specific Use for a **Dollar General Store** on **Lot 2, Block 1, Morning View Addition**, City of Lubbock, Lubbock County, Texas, located at **4011 East 4th Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the change be tied to the proposed site plan.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4011 East 4th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

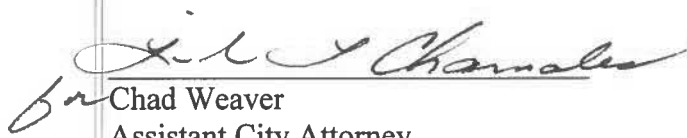
ATTEST:

Rebecca Garza, City Secretary

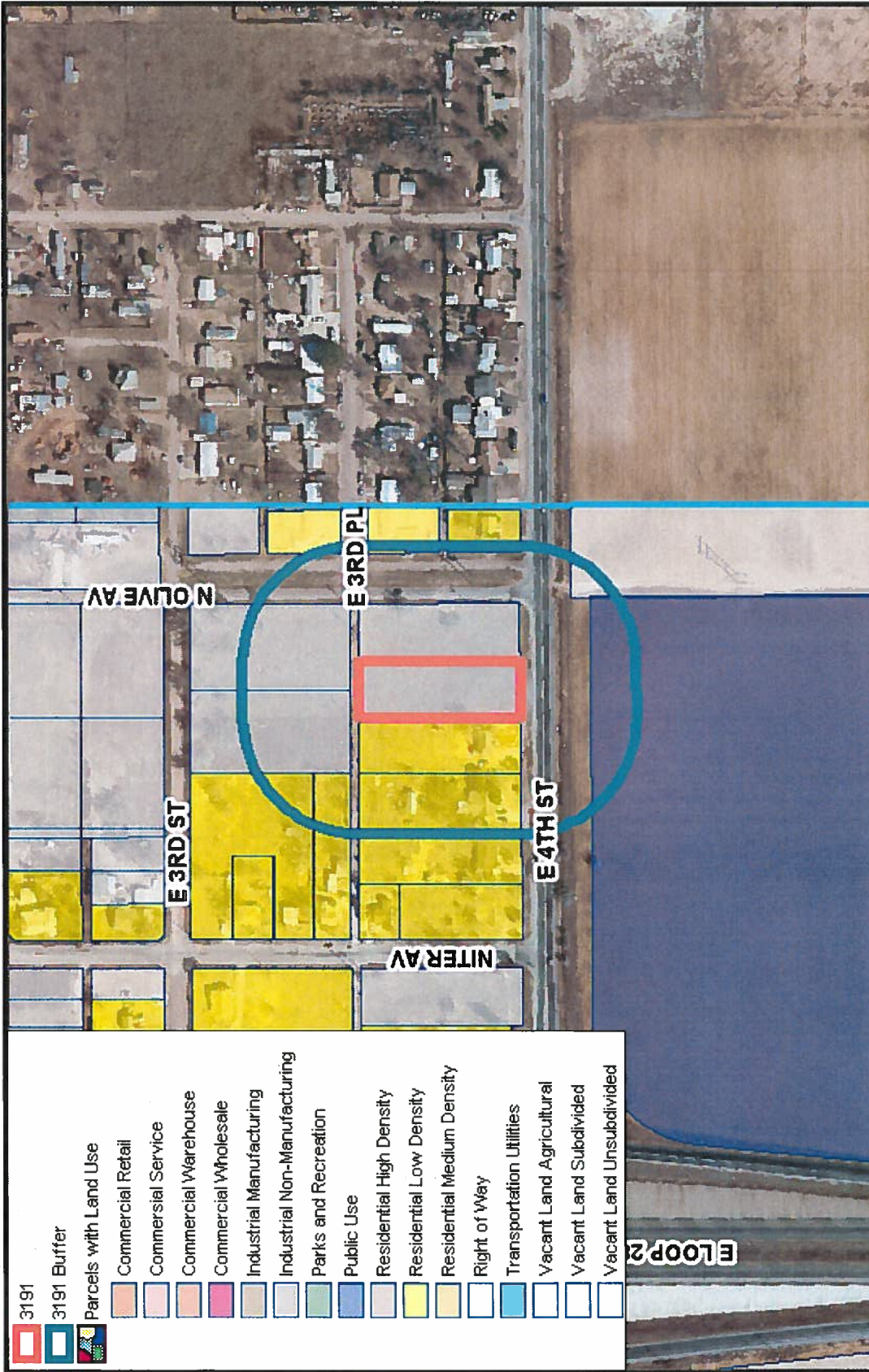
APPROVED AS TO CONTENT:


Randy Henson, Director of Planning

APPROVED AS TO FORM:

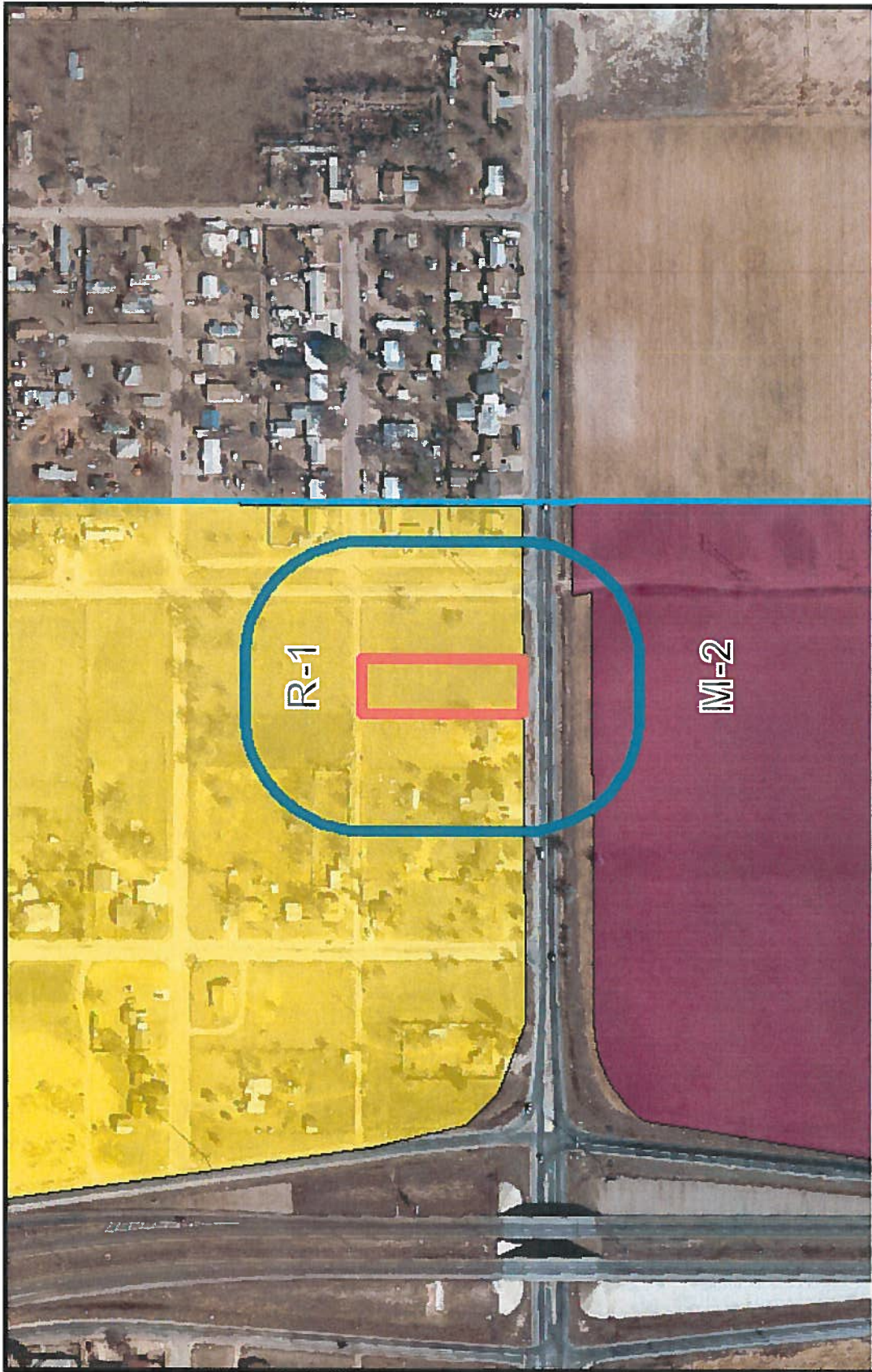

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3191
October 4, 2012



P.Z.C. Case 3191

Request of West Texas Engineering, LLC (for RSBR Investments, LLC) for a zoning change from R-1 to C-3 Specific Use for a Dollar General, 4011 East 4th Street

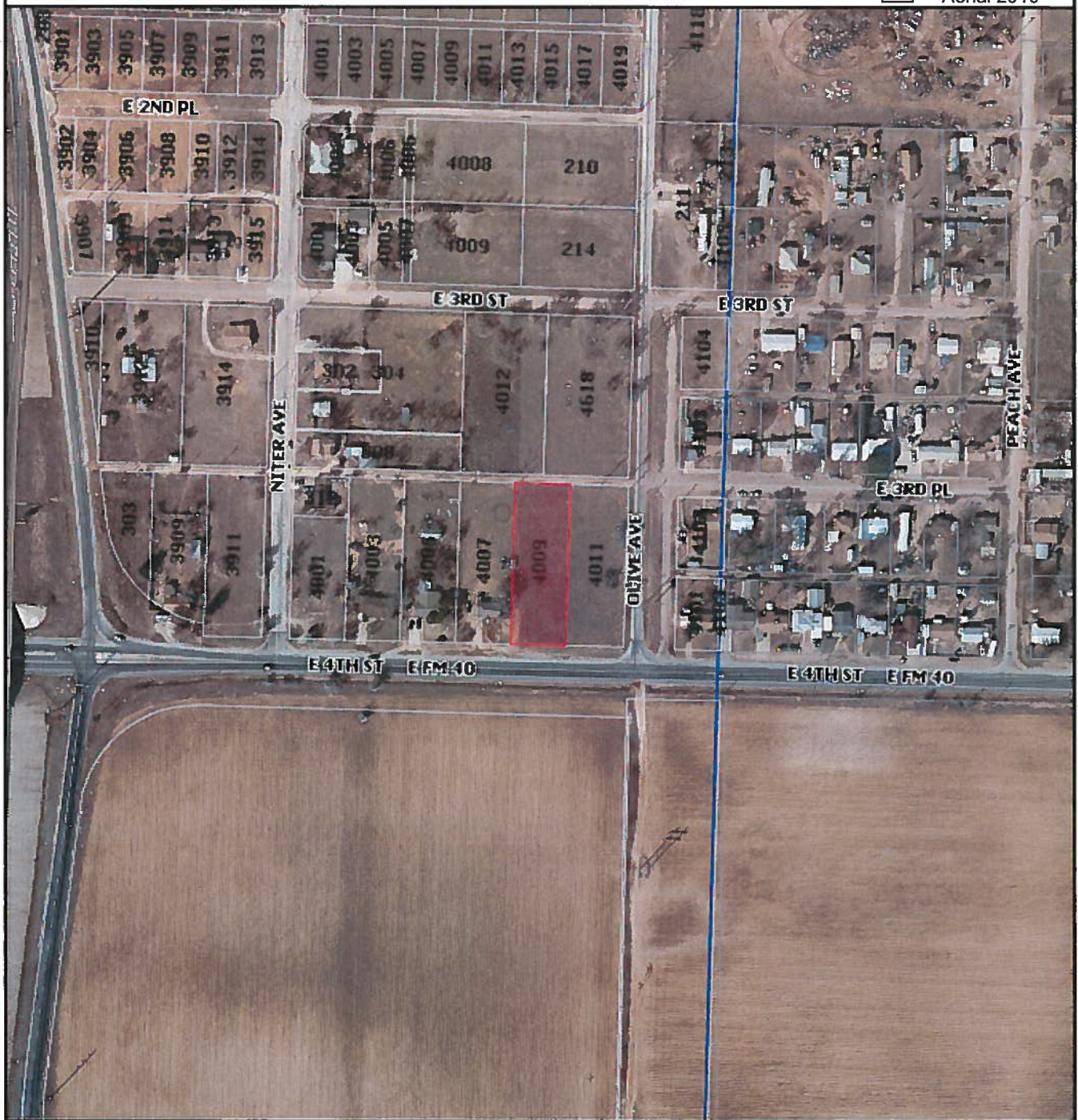


P.Z.C. Case 3191 Zoning

City of Lubbock



- A House Number
- ▭ Parcels
- ▭ County Parcels
- ▭ City Road
- ▭ State Road
- ▭ City Limit
- ▭ County Line
- 📷 Aerial 2010



200 m 1 : 3200

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the

12:58 9/19/2012

Land Value \$1,000.00	STRUCT Value \$0.00	ASSESSED Value \$1,000.00	BaseMap: 085
GEO#: 5610000000100002000	PIN#: 37333	Address	Land SQ FT: 29,000.00
OWNER	RNUM: R89224	4009 E 4TH ST Lubbock, TX 79403-4712	CEN BLK: :0126
HINDMAN LEROY W ESTATE 4209 N CR 2000 LUBBOCK TX 79415-4542	OWNERSHIP: PRIVATE	LEGAL: MORNING VIEW BLK 1 L 2 LUB	CEN TRACT: 01100
PLAN UNIT: 085	TAZ: 0336	GUC: V-S	CEN GRP: 0100
STR # 70609	TOT FL AREA	LAND AREA	# OF FLOORS
YR BLT: 0	29000	0.00	0.00
PARKING: 0	USE CODE	STR ADDR	STR NAME
DET BLD: 0	V-S 9110	Lubbock, TX	VACANT LAND
VACANT LAND SUBDIVIDED			

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

D

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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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

PROPERTY TAX INCREASES, ADDED TRAFFIC, POTENTIAL REDUCTION OF PRIVACY.

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name AMANDA ALLEN
Signature: [Signature]
Address: 4005 E 4th St
Address of Property Owned: 4005 E 4th St. Lubbock, TX 79403

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

①

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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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

There are too many solicitors as it is so it would cause more traffic than there already is down this block.

RECEIVED

OCT 03 REC'D

PLANNING DEPARTMENT

Print Name

Chris & Lupe Narvaiz

Signature:

Chris & Lupe Narvaiz

Address:

4003 EAST 4th St

Address of Property Owned:

4003 EAST 4th St

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

1

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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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

- To much traffic
- To close to my house
- Taxes will go up
- Children gets off the bus on the corner

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name: Terri Chumley
Signature: Terri Chumley
Address: 4007 E 4th Lbb Tx 79403
Address of Property Owned: 4007 E 4th Lbb Tx 79403

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.: **3191**

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

OCT 03 REC'D

PLANNING DEPARTMENT

Print Name

JERRY D ROBINSON

Signature:

Jerry D Robinson

Address:

4202 E 3RD PLACE

Address of Property Owned:

308 NITER

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

1

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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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

To much Traffic

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name

Robert Ernest Lee

Signature:

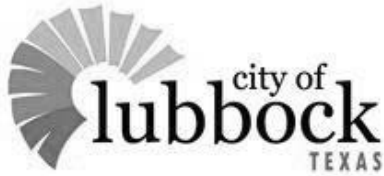
Robert E Lee

Address:

4101 East 4th

Address of Property Owned:

4101 East 4th



Regular City Council Meeting

6.3.

Meeting Date: 11/29/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 1947-G Hold a public hearing to consider a request of Matt Sefcik for Lubb Inc., for a zoning change from IHC Interstate Commercial to A-2 high density apartments for garden style apartment units on Tract A-1, Ana's Garden Addition, 5820 34th Street, and consider an ordinance.

Item Summary

Proposed Land Use:

The applicant proposes using this lot to add an extension to the existing apartments he owns, immediately to the north.

Adjacent Land Uses:

North: Residential, Zoned A-1 (Family Apartments)

South: Commercial, Zoned C-3 (Commercial)

East: Residential or Commercial, Zoned IHC

West: Residential or Commercial, (Loop 289, and west of the Loop, the zoning on the corner is C-3)

Impact on the Comprehensive Land Use Plan (CLUP):

The result of the zone case would be a down-zone with regard to the CLUP. The impact on adjacent properties will be negligible. The market for commercial on this corner has not matured, and the owner of the adjacent property, the applicant, is of the opinion that adding apartments to his current ownership would be the best alternative for the property.

In the first hearing before the Planning & Zoning Commission (P&Z), the owner of the new motel on the east portion of the parcel objected. A continuance from the first meeting, and negotiation between the new buyer and the motel owner, resulted in that opposition being withdrawn.

The change is a minor amendment to the Plan, although in a direction not normally proposed, which is from commercial to apartment residential.

Staff finds no issue with the request.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance-1947-G

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1947-G**; A ZONING CHANGE FROM **IHC** TO **A-2** ZONING DISTRICT ON **TRACT A-1, ANA'S GARDEN ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

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

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

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

ZONE CASE NO. 1947-G

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **A-2** zoning district on **Tract A-1, Ana's Garden Addition**, City of Lubbock, Lubbock County, Texas, located at **5820 34th Street**.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



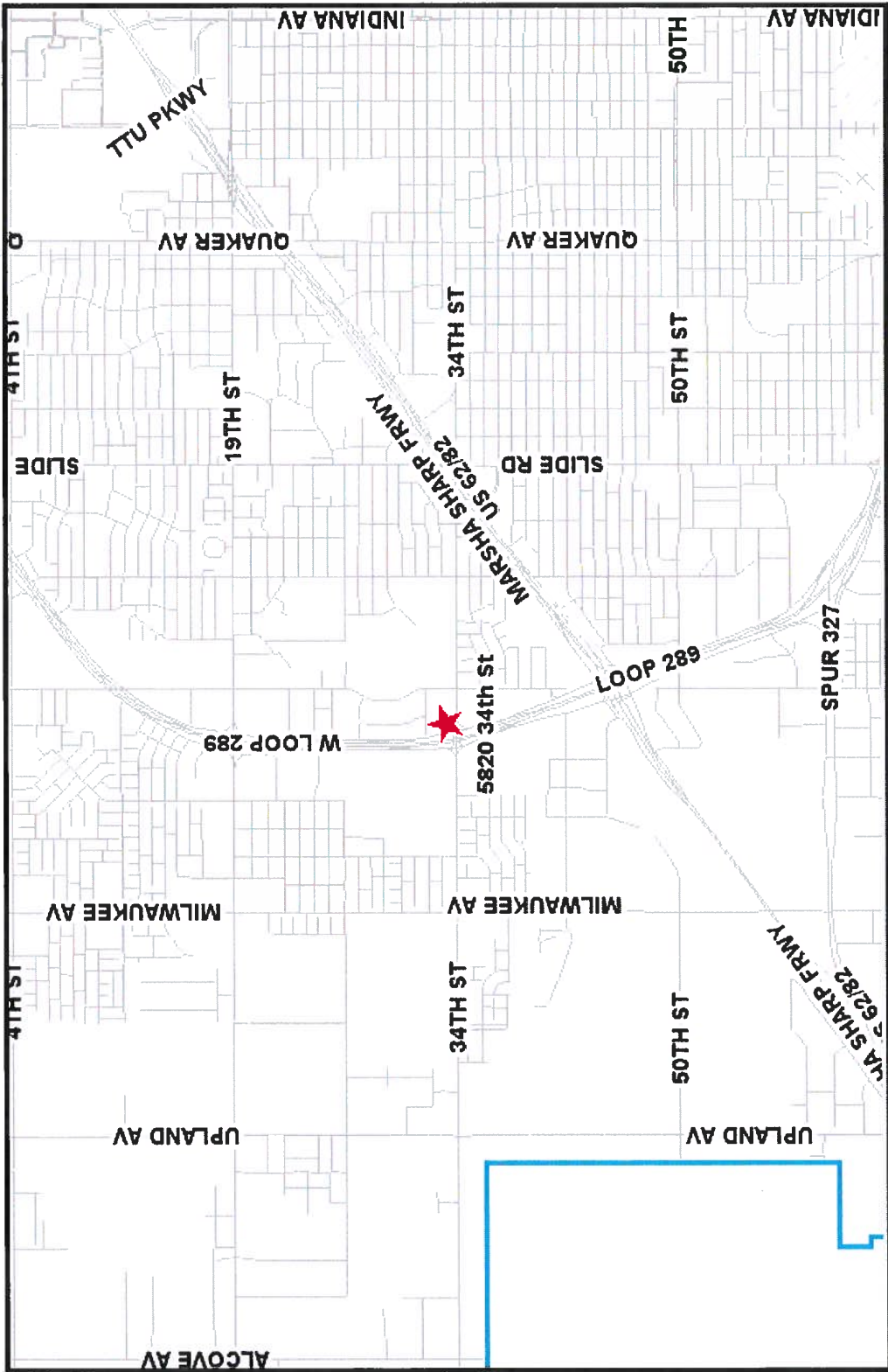
Randy Henson, Director of Planning

APPROVED AS TO FORM:

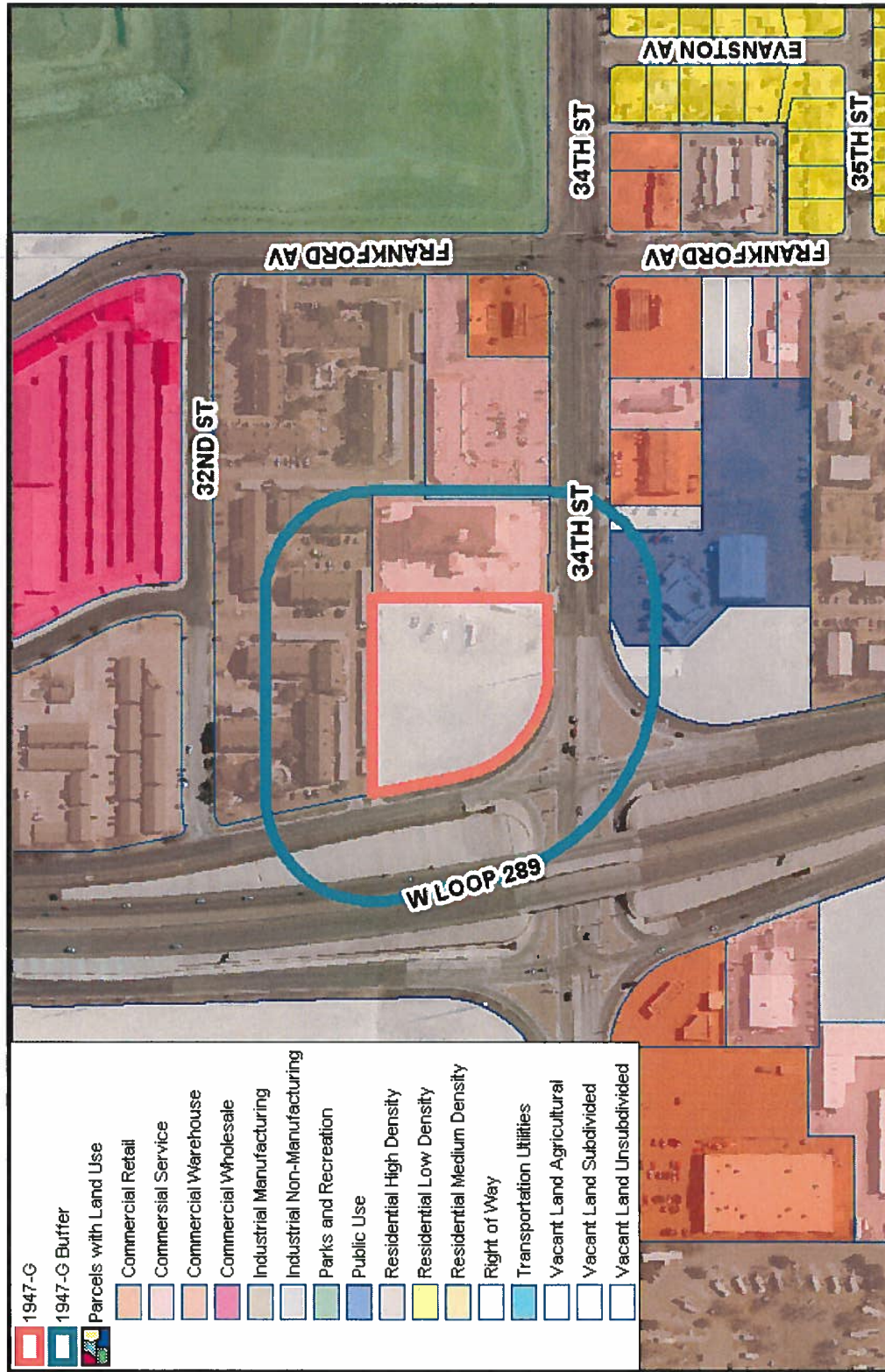


Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC1947-G
November 1, 2012

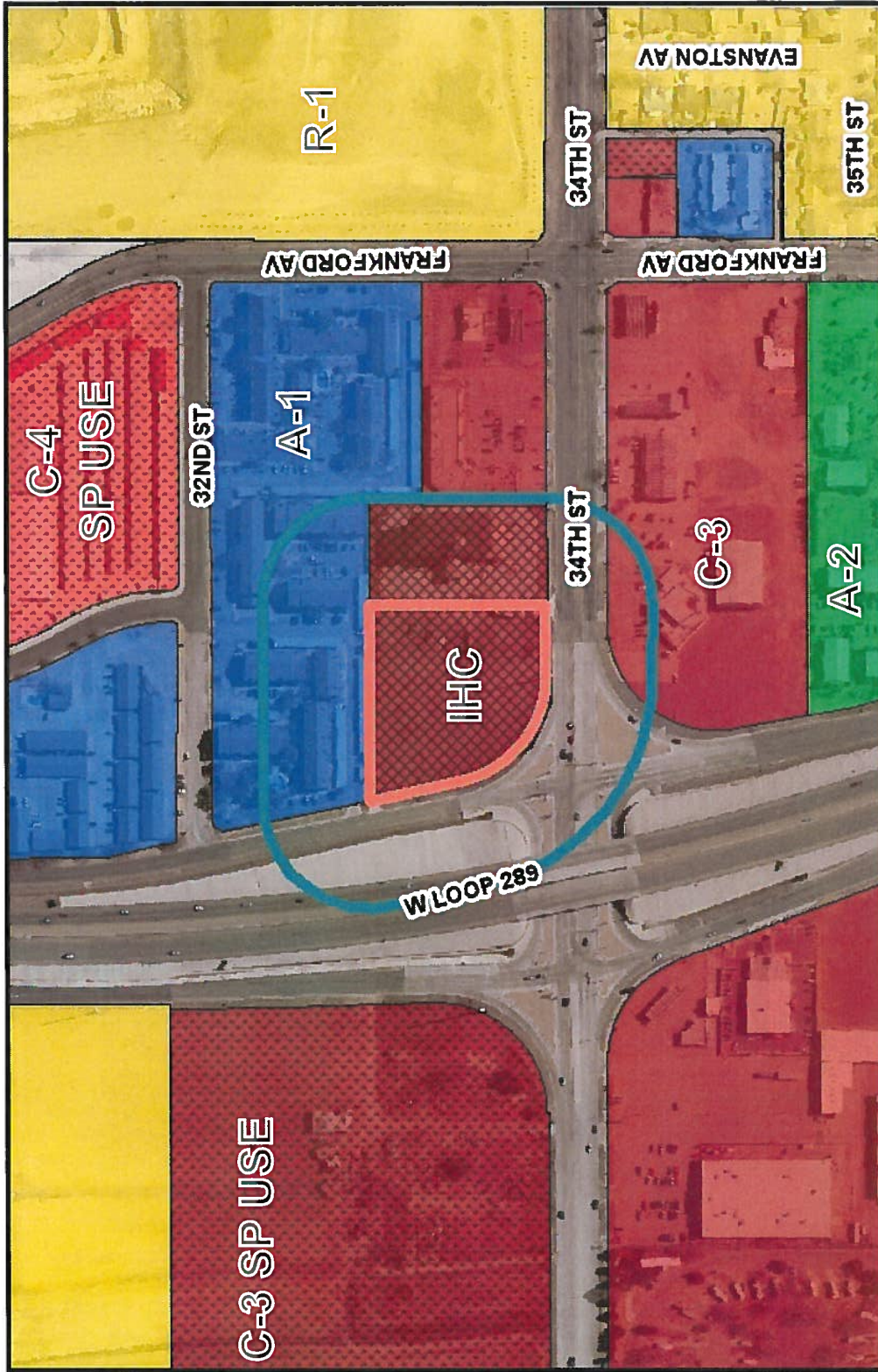


P.Z.C. Case 1947-G



P.Z.C. Case 1947-G

Continued request of Matt Sefcik (for Lubb Inc.) for a zoning change from IHC to A-2 for garden style apartment units, 5820 34th Street



P.Z.C. Case 1947-G Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant: Matt Sefcik on behalf of owner who is joined herein proforma the same as if made by owner For: Lubb Inc.
Street Post Office Box: P.O. Box 65427, Lubbock TX 79464 vs 23885 Enriquez Dr., Diamond Bar CA 91765
Telephone: (806) 771.9445 vs (626) 428-2278

Location or Address: 5820 34th Street Lubbock, TX
Legal Description: Tract 'A-1', a Replat of Tract 'A', Ana's Garden Addition, Lubbock County
Existing Land Use: vacant-undeveloped Existing Zoning: ITC
Acreage or Square Footage of Property: 2.638 Acres
Zoning Requested: A-2

Proposed Development: Garden Style Apartment Units very similar to existing Brentwood Apartment complex 3201 W. Loop, 289, LBK, TX -> north of subject

If property is not subdivided, will preliminary plat be submitted? Already Platting Yes No X
Applicant's Signature: [Signature] Date: 9/6/12

Filing Fee: \$481 (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)
*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 101 map 23
Zone Case No.: 1947-G Agenda No.: 34
Request for zoning change from: IAC To: A-2

on Lot(s): Tract A-1 Block(s):
Subdivision: Ana's Garden Address: 5820 34th St



CRAIG, TERRILL, HALE & GRANTHAM L.L.P.

ROBERT L. (BOB) CRAIG, JR., P.C.
H. GRADY TERRILL
KENT HALE
TERRY L. GRANTHAM
HUGH N. LYLE
LEONARD R. (BUD) GROSSMAN
BENNETT G. COOK, III
GARY BELLAIR
BRAD J. DAVIDSON
ANGELIA B. LEE
RYAN J. BIGBEE
ANDREW B. CURTIS
MARC V. M. ERWIN

ATTORNEYS AT LAW
A Limited Liability Partnership
Including Professional Corporations
9816 SLIDE RD.
SUITE 201, FIRSTBANK CENTRE
LUBBOCK, TEXAS 79424
Telephone: (806) 744-3232
Telecopier: (806) 744-2211

From the Office of:
Ryan J. Bigbee
Writer's Direct dial (806) 686-1227
e-mail address:
rbigbee@cthlawfirm.com

November 1, 2012

Randy Henson
City of Lubbock
Planning Department
P.O. Box 2000
Lubbock, TX 79457

RE: Zone Case No. 1947-G; Request of Matt Sefcik (for Lubb Inc.) for a zoning change from IHC to A-2 for garden style apartment units on Tract A-1, Ana's Garden Addition (5820 34th Street)

Dear Randy:

Please be advised that, on behalf of Ushatex 1, Inc., I previously filed an objection to the above-referenced zoning case. Please allow this letter to serve as notice that my client hereby withdraws such objection as the parties will be executing an amendment to the deed restrictions already on file to address my client's concerns.

Should you have any questions regarding this matter or need further information, please do not hesitate to contact me.

Yours truly,

Craig, Terrill, Hale & Grantham, L.L.P.

Ryan J. Bigbee

RJB:mdm

4

CRAIG, TERRILL, HALE & GRANTHAM L.L.P.

ROBERT L. (BOB) CRAIG, JR., P.C.
H. GRADY TERRILL
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Telecopier: (806) 744-2211

From the Office of:
Ryan J. Bigbee
Writer's Direct dial (806) 686-1227
e-mail address:
rbigbee@cthlawfirm.com

October 4, 2012

RECEIVED

OCT 04 REC'D

PLANNING DEPARTMENT

Randy Henson
City of Lubbock
Planning Department
P.O. Box 2000
Lubbock, TX 79457

RE: Zone Case No. 1947-G; Request of Matt Sefcik (for Lubbock Inc.) for a zoning change from IHC to A-2 for garden style apartment units on Tract A-1, Ana's Garden Addition (5820 34th Street)

Dear Randy:

Please be advised that I have been retained to represent Ushatex 1, Inc., and its principal, Marvin Patel, in response to the above-referenced zoning case. Please allow this letter to serve as my client's response to same.

My client objects to the zoning change referenced herein. My client owns the property noted as Tract A-2, Ana's Garden Addition (5816 34th Street). The reasons for my client's objections are as follows:

1. My client has executed a Declaration of Restrictions and Grant of Reciprocal Easement filed in Instrument No. 2008000907. In that document, Owner of Tract A-1 was not to use the property as a hotel or similar property. My client asserts that changing the zoning would allow him to use the property in violation of this paragraph. Therefore, my client objects.
2. My client also objects to this zoning change, as the change would restrict my client's visibility from West Loop 289 which was taken into account when my client signed the Declaration of Restrictions and Grant of Reciprocal Easement referenced above.
3. My client also objects as there are currently no apartment complexes located in this area, and, to do so would devalue my client's property.
4. My client objects, as the change in use is not desired in the area.

5. My client objects, as the change in use would adversely alter and affect the characteristics of the area.

6. My client objects as the change will negatively affect the property values in the area.

7. My client objects as the change will affect traffic patterns in the area, most notably in the Reciprocal Easement between Tract 1 and Tract 2, thereby creating a traffic concern.

8. Finally, my client objects as there is no economic burden or hardship on the property owner to justify the variance, as this property can be sold or used in any manner for zoning under IHC.

Should you have any questions regarding this matter or need further information, please do not hesitate to contact me.

Yours truly,

Craig Terrill, Hale & Grantham, L.L.P.


Ryan J. Bigbee

RJB:mdm

MFG
Mantle Finance Group, LLC

7412 82nd Street Ste A
Lubbock, TX 79424
806.771.9445
972.692.5369 fax
www.mantlefg.com

September 11, 2012

Randy Henson
Lubbock Planning and Zoning
P.O. Box 2000
Lubbock, TX 79457

Re: Matt Sefcik Zoning Request Change from IHC to A-2 on Tract "A-1", Ana's Garden Addition, Lubbock County, Lubbock, TX

Mr. Henson:

I am the Managing General Partner of the Bentwood Apartments directly north of the subject property and I am currently in escrow to purchase this undeveloped land subject to this zoning modification.

Per this approval, our plan will be to develop additional apartment units to closely resemble the aesthetics of the existing complex. Bentwood Apartments would therefore be continuous and operate as one property. We feel this will benefit the area given the student growth of Lubbock Christian University and the future development of retail outside the West Loop.

Many Thanks –



Matt Sefcik CCIM
matts@mantlefg.com

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

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.: 1947-G

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
SEP 27 REC'D
PLANNING DEPARTMENT

Print Name Matt Sefcik
Signature: [Signature]
Address: 3201 W. Loop 289, Lubbock, TX 79407
Address of Property Owned: _____

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1947-G

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 23 REC'D
PLANNING DEPARTMENT

Print Name Matt Sefuk
Signature: [Signature]
Address: 7412 82nd Street St. A
Address of Property Owned: 3201 W. Loop 289

4 of 7 Zone Case Number: **1947-G** 58751
LUBBOCK BENTWOOD LP
P O BOX 65427

LUBBOCK TX 79464







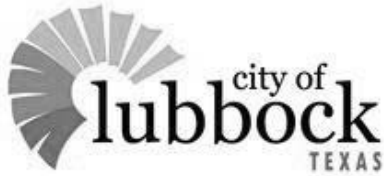












Regular City Council Meeting

6. 4.

Meeting Date: 11/29/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 2984-H Hold a public hearing to consider a request of CMS Properties for S&S Commercial Properties, Ltd., for a zoning change from A-1 and C-3 to A-2 for apartments on 17.91 acres of unplatted land out of Block AK, Section 38, south of 34th Street and west of Milwaukee Avenue, and consider an ordinance.

Item Summary

Proposed Land Use:

The applicant is asking to rezone an existing apartment-zoned parcel and a portion of an existing commercial tract adjacent to Milwaukee from A-1 and C-3 to A-2. The current A-1 zoning seems to have been news to some of the single family residents to the west, leading to much of the discussion at the Planning and Zoning (P&Z) Commission Public Hearing. The proposed market would be apartments, with the difference being that A-1 allows two-story construction and A-2 allows three-story construction. In both districts, the setback for structures is a minimum of fifty feet and the lot line must have a screening fence.

Adjacent Land Uses:

North: Residential, Zoned A-2

South: Residential and Commercial, Zoned R-2, single family and C-3, general retail

East: Commercial, Zoned C-3, existing commercial

West: Residential, Zoned R-1, single family

Impact on the Comprehensive Land Use Plan (CLUP):

The proposed zone case is consistent with the CLUP since the area of concern for the neighbors is already zoned for apartments. Since the intensity of the difference between A-1 and A-2 was discussed between the neighbors and the applicant; the applicant offered additional setback and an eight-foot screening fence to the west and a portion of the south area of the parcel. The land to the north is zoned either A-2 or AM, apartment-medical, which allows A-2 construction; there is no compatibility issue to the north. Commercial will remain on the east.

The concern of the adjacent residential owners is legitimate, but a non-issue, from a zoning perspective, since the tract is currently zoned A-1 and was zoned A-1 when the residential structures were built.

The offer of the developer to alleviate some of the concerns of the adjacent residents is noted in the conditions below.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Planning and Zoning Commission supports the request with the following recommendations:

1. An eight-foot screening fence on the west and south lines of the 10 acre, A-1 portion. Standard screening will be required on the other lines.
2. If a three-story structure is built, the setback from the adjacent residential shall be seventy feet.
3. Solid waste handling shall be on the A-2 property.

Attachments

Ordinance 2984-H

Zone Case 2984-H

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2984-H**; A ZONING CHANGE FROM **A-1 AND C-3 TO A-2** ZONING DISTRICT ON **17.91 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 38**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 2984-H

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-1 and C-3** to **A-2** zoning district on **17.91 acres of unplatted land out of Block AK, Section 38**, City of Lubbock, Lubbock County, Texas located at **south of 34th Street and west of Milwaukee Avenue**, subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT an eight (8) foot screening fence be placed on the west and south lines of the 10 acre A-1 portion. Standard screening will be required on the other lines.**
2. **THAT if three story is built, the setback from adjacent residential shall be seventy (70) feet.**
3. **THAT solid waste handling shall be on the A-2 property.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

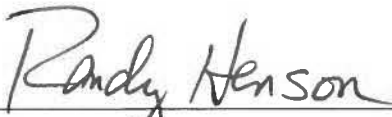
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

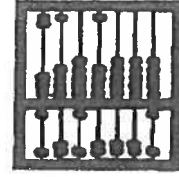
vw/CityAtt/Chad/Zones/zc2984-H
November 1, 2012

Exhibit "A"

ABACUS

ENGINEERING
SURVEYING

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



"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes only on a 7.877 acre tract out of Section 38, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at the Northwest corner of this tract which bears West, 557.08 feet from the Northeast corner of Section 38, Block AK;

THENCE East, 284.07 feet to the Northeast corner of this tract;

THENCE South, 68.39 feet to a corner of this tract;

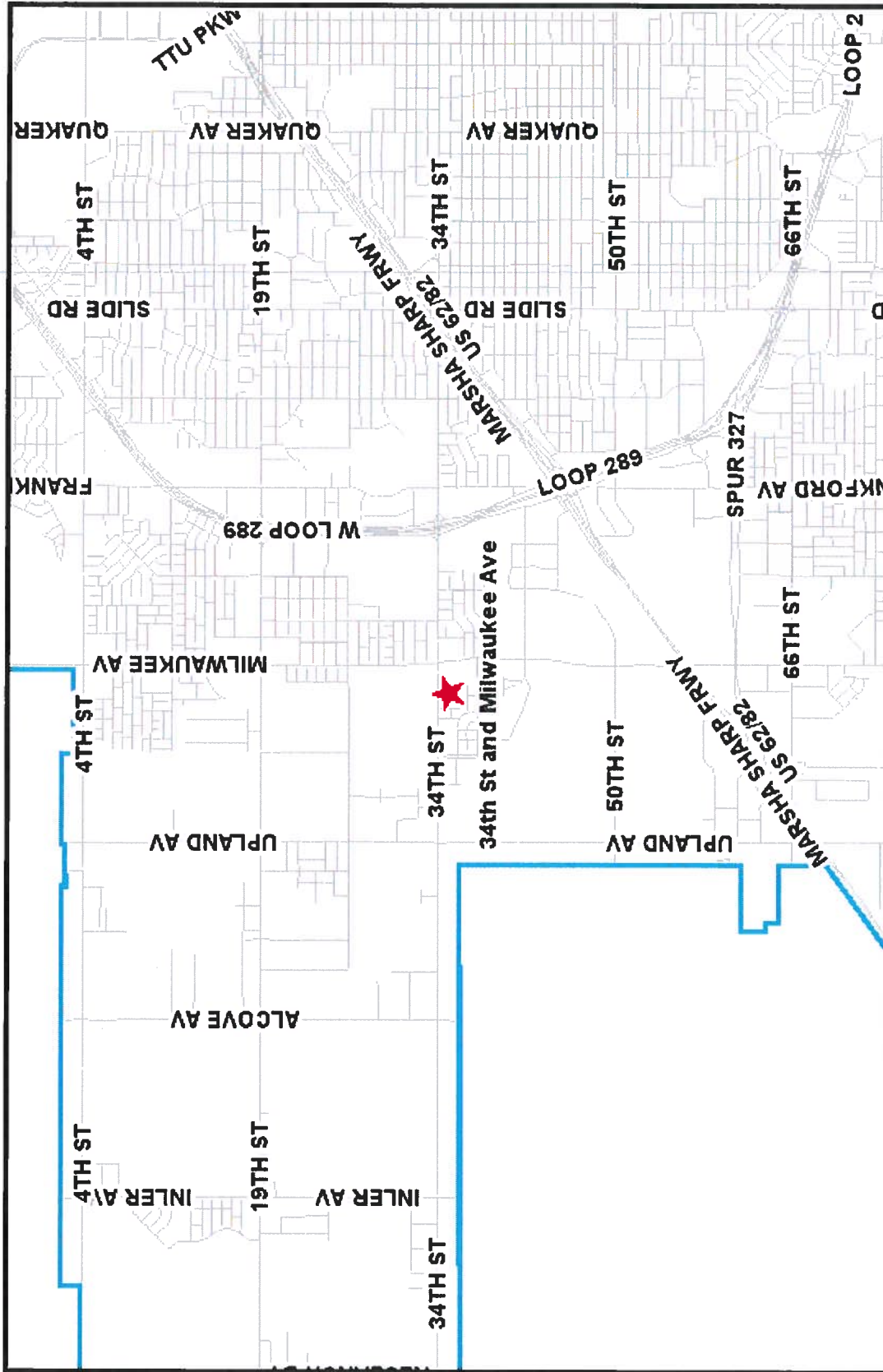
THENCE S 06°25'54" E, 719.55 feet to a corner of this tract;

THENCE South, 251.59 feet to the Southeast corner of this tract;

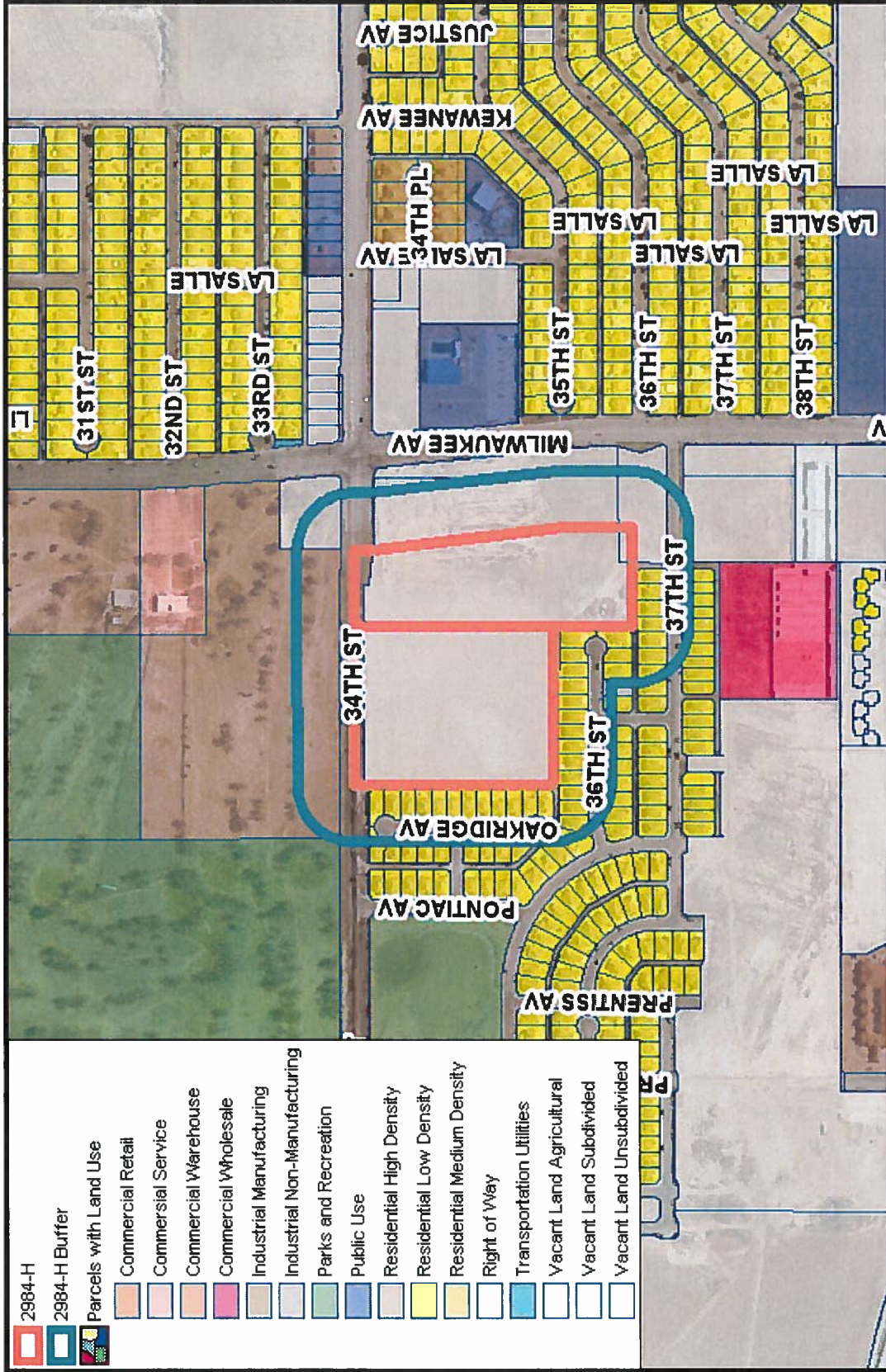
THENCE West, 364.67 feet to the Southwest corner of this tract;

THENCE North, 1035.00 feet to the PLACE of BEGINNING and containing 7.877 Acres including any Right of Way.

Prepared for Zone Change Purposes only, does not represent a survey.

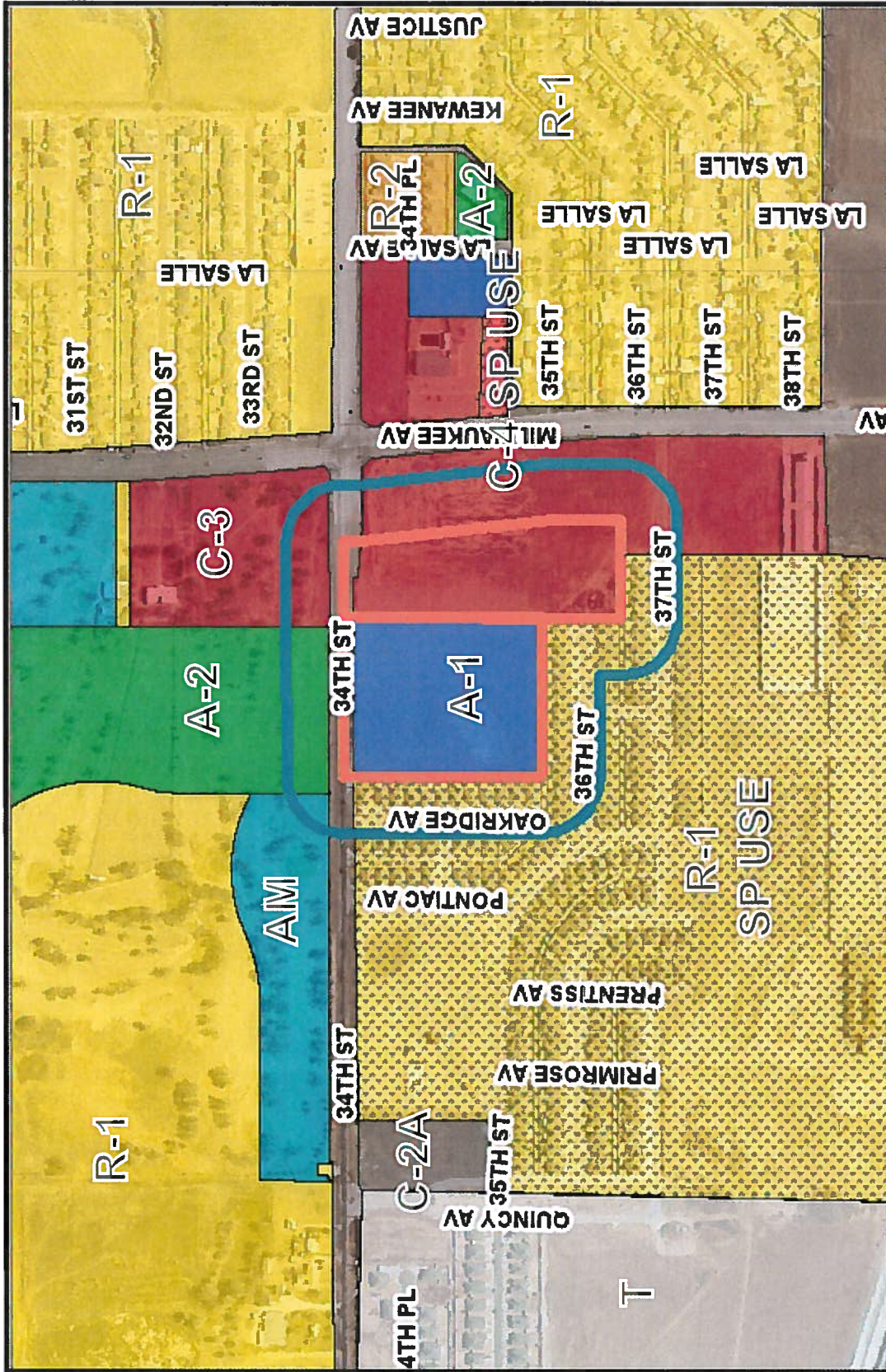


P.Z.C. Case 2984-H



P.Z.C. Case 2984-H

Request of CMS Properties (for S&S Commercial Properties, Ltd.) for a zoning change from A-1 and C-3 to A-2 for apartments, south of 34th Street and west of Milwaukee Avenue.



P.Z.C. Case 2984-H Zoning

#190



APPLICATION FOR ZONE CHANGE

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

Applicant CMS Properties
(Please Print)
6306 Iola Suite 200
Street/Post Office Box
Lubbock, Texas 79242
City State Zip
(806) 794-1492
Telephone

For S&S Commercial Properties, Ltd.
6306 Iola Suite 200
Street/Post Office Box
Lubbock, Texas 79242
City State Zip
(806)794-1492
Telephone

Location or Address: 34th west of Milwaukee

Legal Description:* _____

Existing Land Use: Ag **Existing Zoning:** 10.02 ac/ A-1

7.87 ac/ C-3

Acres or Square Footage of Property: 17.59 Ac.

Zoning Requested: A-2

Proposed Development: Apartments

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X
[Signature] 9/10/12
Applicant's Signature Date

Filing Fee: \$526.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

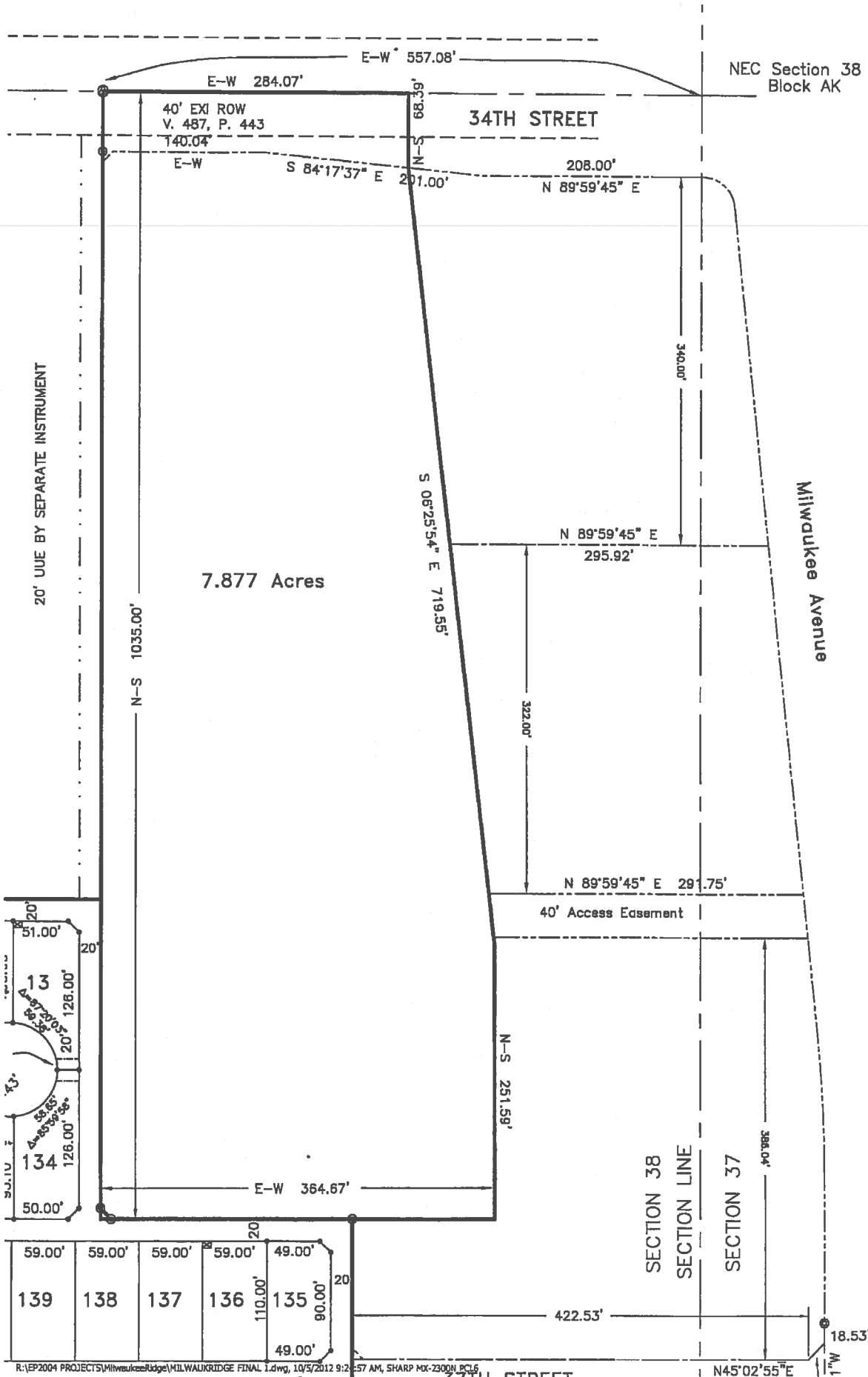
*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Receipt 20736 CA# 36826 **For City Use Only** MJB Map 45
Zone Case No.: 2984-H **Agenda No.:** 831
Request for zoning change from: A-1, C-3 **To:** A-2

5.03
7.88
17.91

17.91 Acres of unplatted land out of block AK section 38

on Lot(s): _____ **Block(s):** _____
Subdivision: _____ **Address:** South of 34th St
West of Milwaukee Ave



Plat and Field Notes

on a 10.03 (Gross) 9.037 (Net) acre tract out of Section 38, Block AK, Lubbock County, Texas

FIELD NOTES on a 10.03 (Gross) 9.037 (Net) acre tract out of Section 38, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a found nail with cap having Texas North Central Zone Coordinates of North: 7269038.11, East: 915052.19 for the Northeast corner of this tract which is called to bear West 557.08 feet from the Northeast corner of Section 38, Block AK;

THENCE S 01°48'22" W (Texas North Central Zone Bearing Basis)(Called South), at 54.97 feet (Called 55 feet) pass a found 1/2" rod with orange cap marked RPLS 4460, in all 742.94 feet (Called 743.00 feet) to a found rod with orange cap for the Southeast corner of this tract;

THENCE N 88°12'00" W (Called West), along the North line of a 20 foot unpaved alley, at 30.01 feet (Called 30.00 feet) pass a found 1/2" rod with orange cap marked RPLS 4460, in all 578.00 feet to a found 1/2" rod with orange cap marked RPLS 4460 for the most Southerly Southwest corner of this tract;

THENCE N 43°08'22" W (Called N 45° W), 14.18 feet (Called 14.14 feet) to a found 1/2" rod with orange cap marked RPLS 4460 for the most Westerly Southwest corner of this tract;

THENCE N 01°48'23" E (Called North), along the East line of an alley, at 678.06 feet (Called 678.00 feet) pass a found 1/2" rod with orange cap marked RPLS 4460, in all 732.94 feet (Called 733 feet) to a point in the North line of Section 38 for the Northwest corner of this tract;

THENCE S 88°11'46" E (Called East), along the North line of Section 38, a distance of 588.04 feet (Called 588.00) to the Place of Beginning and containing 10.03 Acres including any Right of Way.

Surveyor's Report

This Plot is based on a survey made on the ground September 25, 2012.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This survey was prepared without the benefit of a Title Commitment. Easements and/or Restrictions other than those shown may apply.

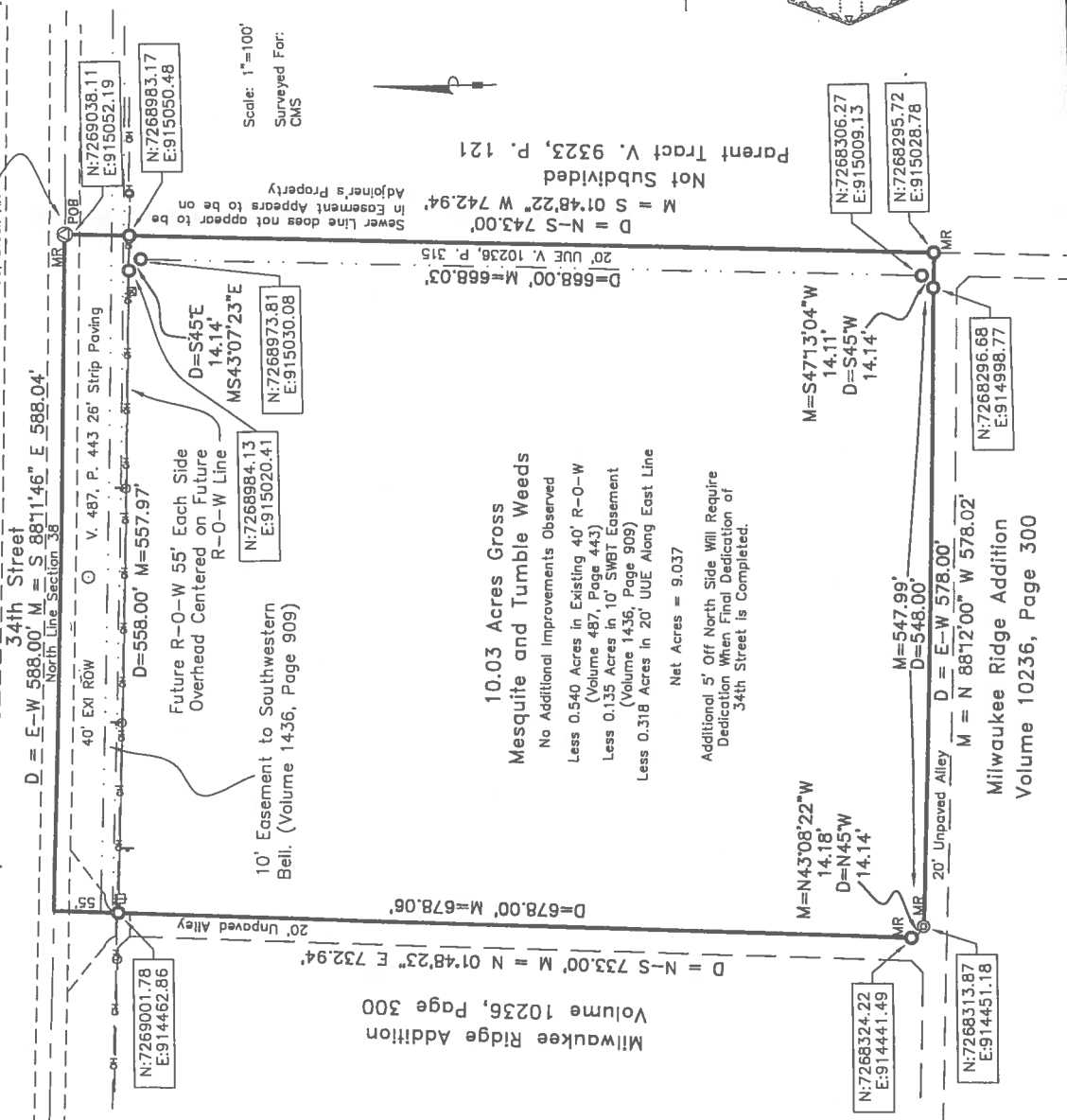
Measured Bearings and Coordinates are based on the Texas North Central Zone Coordinate System. Distances are Surface Distances.

Combined Scale Factor: 0.99976

ABACUS ENGINEERING SURVEYING
 2737 81st Street
 LUBBOCK TEXAS
 806-745-7870

Count on It

TEXAS SURVEYING NO. 101153-00
 TEXAS ENGINEERING FIRM NO. 4368



Scale: 1"=100'
 Surveyed For:
 CMS

This Point is Called to Bear West, 557.08' From the Northeast Corner of Section 38, Block AK

Parent Tract V. 9323, P. 121
 Not Subdivided
 M = S 01°48'22" W 742.94'
 D = N-S 743.00'

10.03 Acres Gross Mesquite and Tumble Weeds

No Additional Improvements Observed

Less 0.540 Acres in Existing 40' R-O-W (Volume 487, Page 443)

Less 0.135 Acres in 10' SWBT Easement (Volume 1436, Page 909)

Less 0.318 Acres in 20' UUE Along East Line

Net Acres = 9.037

Additional 5' Off North Side Will Require Dedication When Final Dedication of 34th Street is Completed.

Milwaukee Ridge Addition
 Volume 10236, Page 300

Milwaukee Ridge Addition
 Volume 10236, Page 300

M = 547.99'
 D = 548.00'

M = 547.13'04"W
 14.11'
 D = S45°W
 14.14'

M = 43°08'22"W
 14.18'
 D = N45°W
 14.14'

M = 688.00' M = 688.03'
 D = 688.00' M = 688.03'

M = 547.99'
 D = 548.00'

M = N 88°12'00" W 578.00'
 D = E-W 578.00'

M = 547.99'
 D = 548.00'



J.M. CIESZINSKI, RPLS # 4460
 PLAT SHOWN AS SURVEYED ON THE GROUND
 September 26, 2012

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2984-H

In Favor of

Opposed

Highly Opposed

Reasons and/or Comments:

I am highly opposed to these apartments. My house backs up to the property in question. This would bring the value of my house down by \$20K to \$30K, not to mention the crime rate. I realize this would benefit a lot of good people but those wanting a handout would be the first to raise the crime rate and let the property run down. Plus, there is no public transportation stops or pickups for miles of this area.

Print Name: Randye McKee
Signature: Randye McKee
Address: 3415 Oakridge Ave, Lubbock, TX 79407
Address of Property Owned: 3415 Oakridge Ave.

RECEIVED

OCT 24 REC'D

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2984-H

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 24 1990
PLANNING DEPARTMENT

Print Name RODNEY W. WARRON
Signature: [Handwritten Signature]
Address: P.O. BOX 16249, LUBBOCK TX, 79490
Address of Property Owned: West of SWC of 34th St, Lubbock TX

55 of 66 Zone Case Number: 2984-H 87638
SPSM LTD
PO BOX 16249

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2984-H

In Favor of

Opposed



Reasons and/or Comments:

We built a house in Milwaukee Ridge to move away from our previous neighborhood as well as the registered sex offender restrictions in this area. Once the proposed property is rezoned for apartments our property value will decrease. This will be especially true if low-income rentals will be available (not to mention if registered sex offenders will be allowed to rent). We are already seeing a decrease in values in a depressed market.

Print Name

David G. Lawson

Signature:

David G. Lawson

Address:

6621 36th Street Lubbock, TX 79407

Address of Property Owned:

6621 36th Street Lubbock, TX 79407

37 of 66

RECEIVED

OCT 24 REC'D

PLANNING DEPARTMENT

Zone Case Number: 2984-H

87084

LAWSON VICKI S & DAVID G

6621 36TH ST

LUBBOCK

TX 79407

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

2

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

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2984-H

In Favor of

Opposed

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OCT 31 REC'D

PLANNING DEPARTMENT

Reasons and/or Comments:

1. Devalues our property
2. Negates the "no sex offender" area
3. if apts. are built - no "2" story - 1 level: for privacy
4. didn't give enough "notice" time of meeting
5. why not have the land donated: for a church; park for elderly, and/or for handicapped individuals,

Print Name Diana Barbican David Barbican

Signature: Diana Barbican David Barbican

Address: 405 Vista Trail Dr. Lewisville, Tx.

Address of Property Owned: 3817 Oakridge
Lubbock

9 of 66 Zone Case Number: 2984-H 86969
BARBIAN DAVID & DIANA
405 VISTA TRAIL DR

2

FAX

Date: 10/31/2012

Pages including cover sheet: 3

To:	Planning Deptment
Phone	
Fax Number	+1 (806) 775-2100

From:	June Musick
	e-clect.com
	6702 35th St
	Lubbock
	TX 79407
Phone	+1 (866) 826-0102
Fax Number	+1 (866) 826-0102

NOTE:

opposed to P&Z case No 2984-H

We are opposed to a 3 high Dwelling due to the fact the land is already Higher than us and that would give the aprtment dwellers birds eye view to everything here in our Townsite. We have enough traffic through here and with no speed limit signs the children are in danger as it is without adding more thru traffic.

And what of the runoff from potential rain/drainage water, sewer? What happens to us when a line breaks or the drainage stops up? It already poses problems when we DO have rain. Without that ground to soak up water what then?

RECEIVED
 NOV 01 2012
 PLANNING DEPARTMENT

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

2

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2984-H

In Favor of

Opposed

Reasons and/or Comments: The apartments 3 High will totally be able to "VIEW" everything about us. The land is higher than our topsite is.

Concern: as long as the apartment dwellers do not have straight ^{Egress} access through our neighborhood creating MORE TRAFFIC (with no speed limit signs) our children are in danger as it is. What about ^{water/sew} runoff

Print Name: Michael & June Musick

Signature: [Handwritten Signature]

Address: 6702 35th Street

Address of Property Owned: 6702 35th Street

26 of 66

Zone Case Number: 2984-H 86986
MUSICK JUNE ANN & MICHAEL
6702 35TH ST

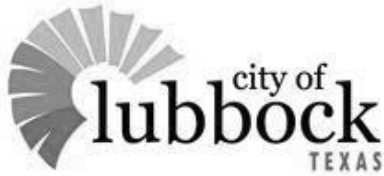
RECEIVED

NOV 01 REC'D

PLANNING DEPARTMENT

LUBBOCK

TX 79407



Regular City Council Meeting

6. 5.

Meeting Date: 11/29/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3193 Hold a public hearing to consider a request of Albert Skibell, Inc., for a zoning change from T to C-3 on 13.156 acres of unplatted land out of Block E-2, Section 21, northeast corner of 130th Street and Indiana Avenue, and consider an ordinance.

Item Summary

Proposed Land Use:

The proposal is to construct a new shopping center with retail pad sites and a convenience store/fuel facility.

Adjacent Land Uses:

North: Transitional, Zoned T

South: Transitional, Zoned T

East: Transitional, Zoned T

West: Commercial, Zoned C-3

Impact on the Comprehensive Land Use Plan (CLUP):

The proposal is consistent with the CLUP. The current CLUP designation is commercial. The property is currently zoned as Transitional, which is the standard zoning for any property when annexed into the City.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Planning & Zoning Commission

Attachments

Ordinance 3193

Zone Case 3193

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3193**; A ZONING CHANGE FROM T TO C-3 ZONING DISTRICT ON **13.156 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 21**, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3193

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to C-3 zoning district on **13.156 acres of unplatted land out of Block E-2, Section 21**, City of Lubbock, Lubbock County, Texas, located at **northeast corner of 130th Street and Indiana Avenue**.

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

(\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3191
November 1, 2012

Exhibit "A"

LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION of a 13.156 acre tract of land located in Section 21, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a "MAG" nail with washer set for the Southwest corner of Section 21, Block E-2, Lubbock County, Texas and this tract;

THENCE N. 01°45'56" E., along the West line of Section 21, a distance of 40.00 feet to an "X" cut in concrete in the North line of a 40 foot right-of-way easement as described in Volume 487, Page 54 of the Deed Records of Lubbock County, Texas for the Southwest corner of a 55 foot street dedication (Indiana Avenue) as described under County Clerk File No. 2009041285 of the Official Public Records of Lubbock County, Texas and a corner of this tract;

THENCE S. 88°04'16" E., along said North easement line, the Southern boundary of said 55 foot street dedication and a 30 foot street dedication (Indiana Avenue) as described under County Clerk File No. 2009041286 of the Official Public Records of Lubbock County, Texas, a distance of 85.00 feet to a 1/2" iron rod with cap set for the Southeast corner of said 30 foot street dedication and a corner of this tract;

THENCE N. 01°45'56" E., along the Eastern boundary of said 30 foot street dedication, a distance of 25.00 feet to a 1/2" iron rod with cap found at the Northeast corner of said 30 foot street dedication and a corner of this tract;

THENCE N. 43°09'10" W., along the Northern boundary of said 30 foot street dedication, a distance of 42.49 feet to a 1/2" iron rod with cap set in the Eastern boundary of said 55 foot street dedication (Indiana Avenue), for a corner of this tract;

THENCE N. 01°45'56" E., along said 55 foot street dedication, at 5.00 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 663.43 feet to a 1/2" iron rod with cap set for the Southwest corner of Tract A, The Worship Center 1 an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under County Clerk File No. 2011039470 of the Official Public Records of Lubbock County, Texas and the Northwest corner of this tract;

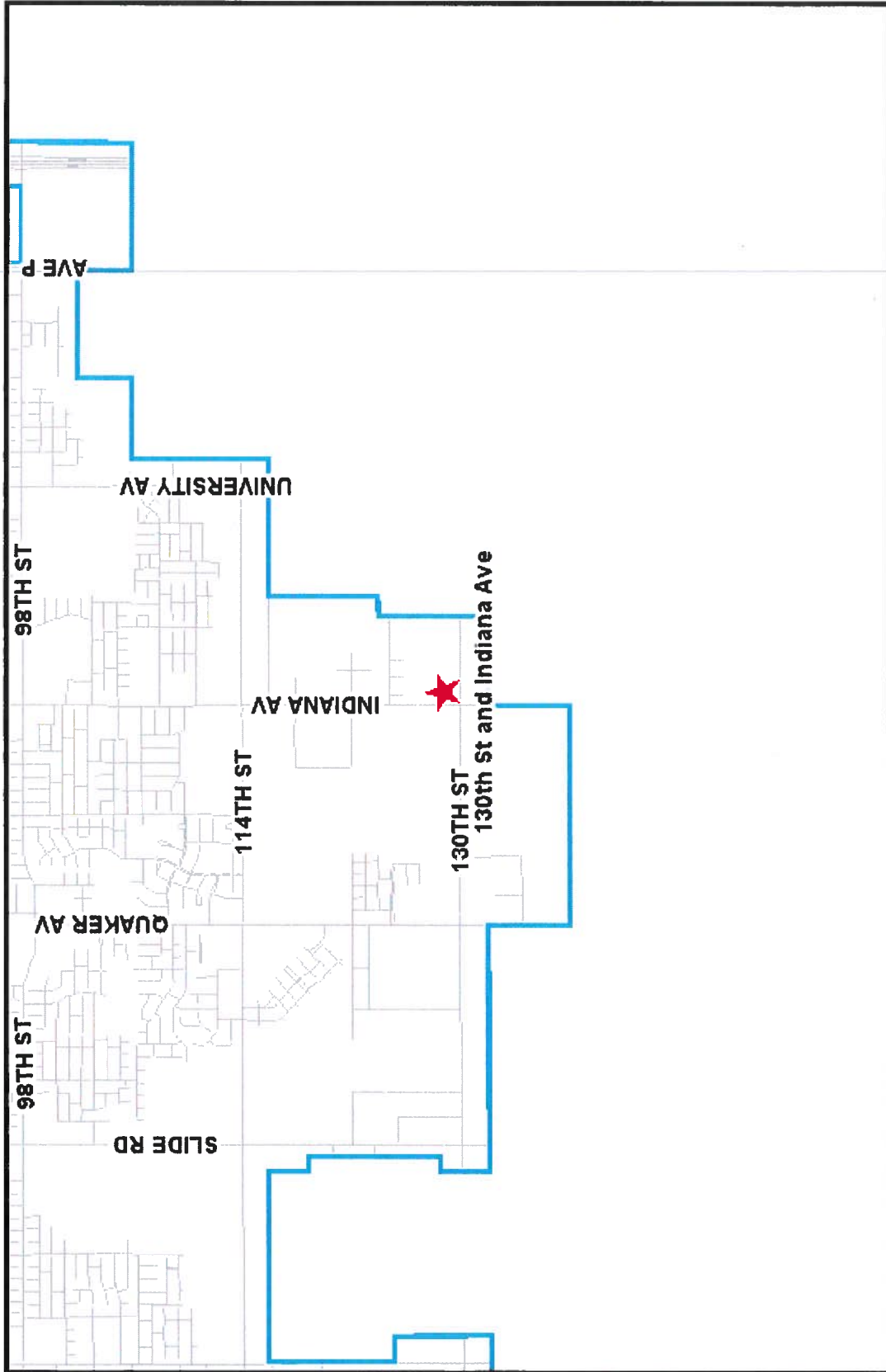
THENCE S. 88°04'16" E., along the Southern boundary of said Tract A and a 10.6 acre tract as described in Volume 6990, Page 91 of the Real Property Records of Lubbock County, Texas, a distance of 754.29 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract;

THENCE S. 01°45'56" W., at 698.43 feet pass a 1/2" iron rod with cap set in reference, continuing for a total distance of 758.43 feet to a "MAG" nail with washer set in the South line of Section 21 for the Southeast corner of this tract;

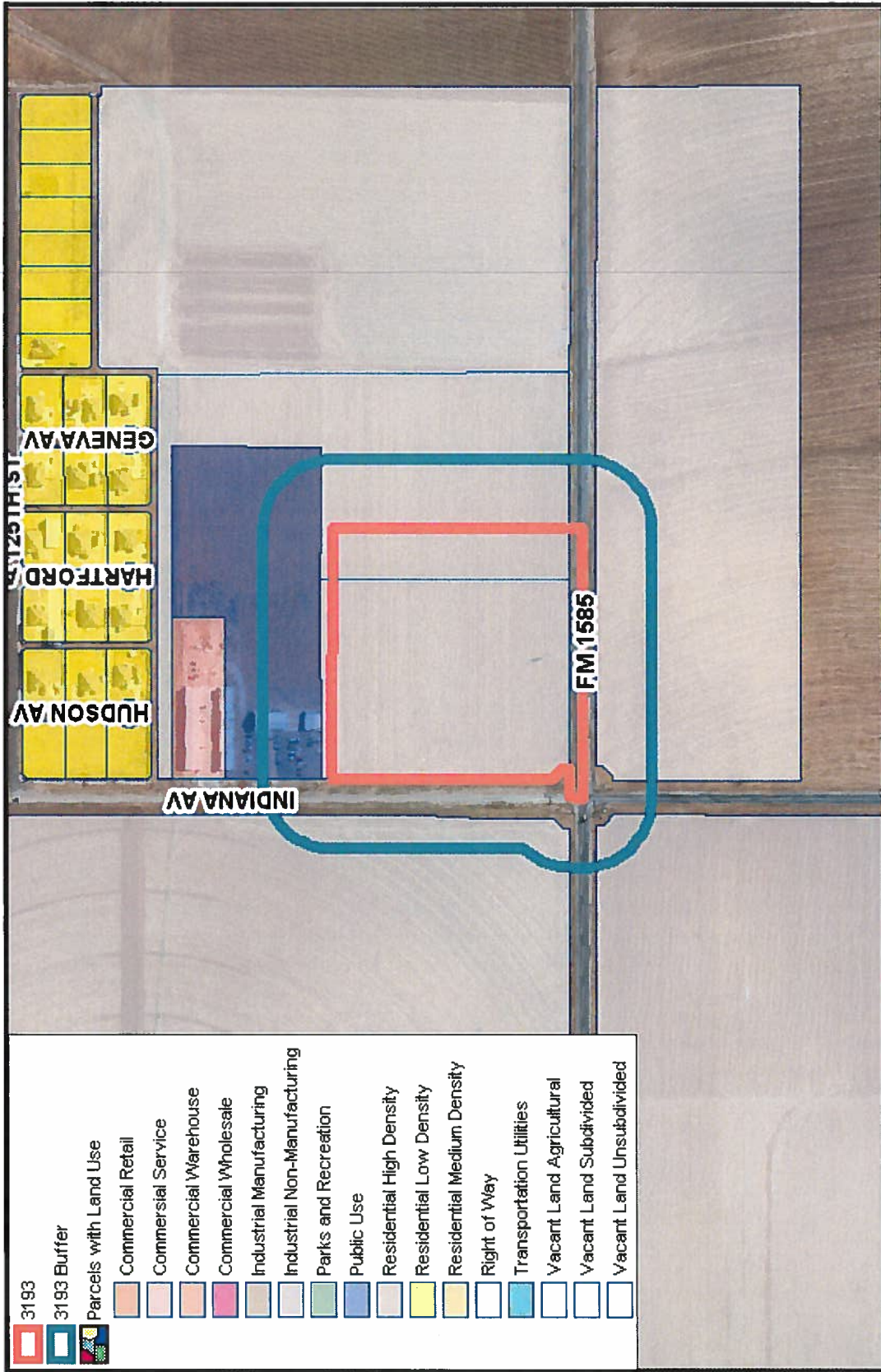
THENCE N. 88°04'16" W., along the South line of Section 21, a distance of 809.29 feet to the Point of Beginning.

Contains: 573,071 square feet.

Bearings are relative to the Texas Coordinate System of 1983, CORS 96, Epoch 2002.0

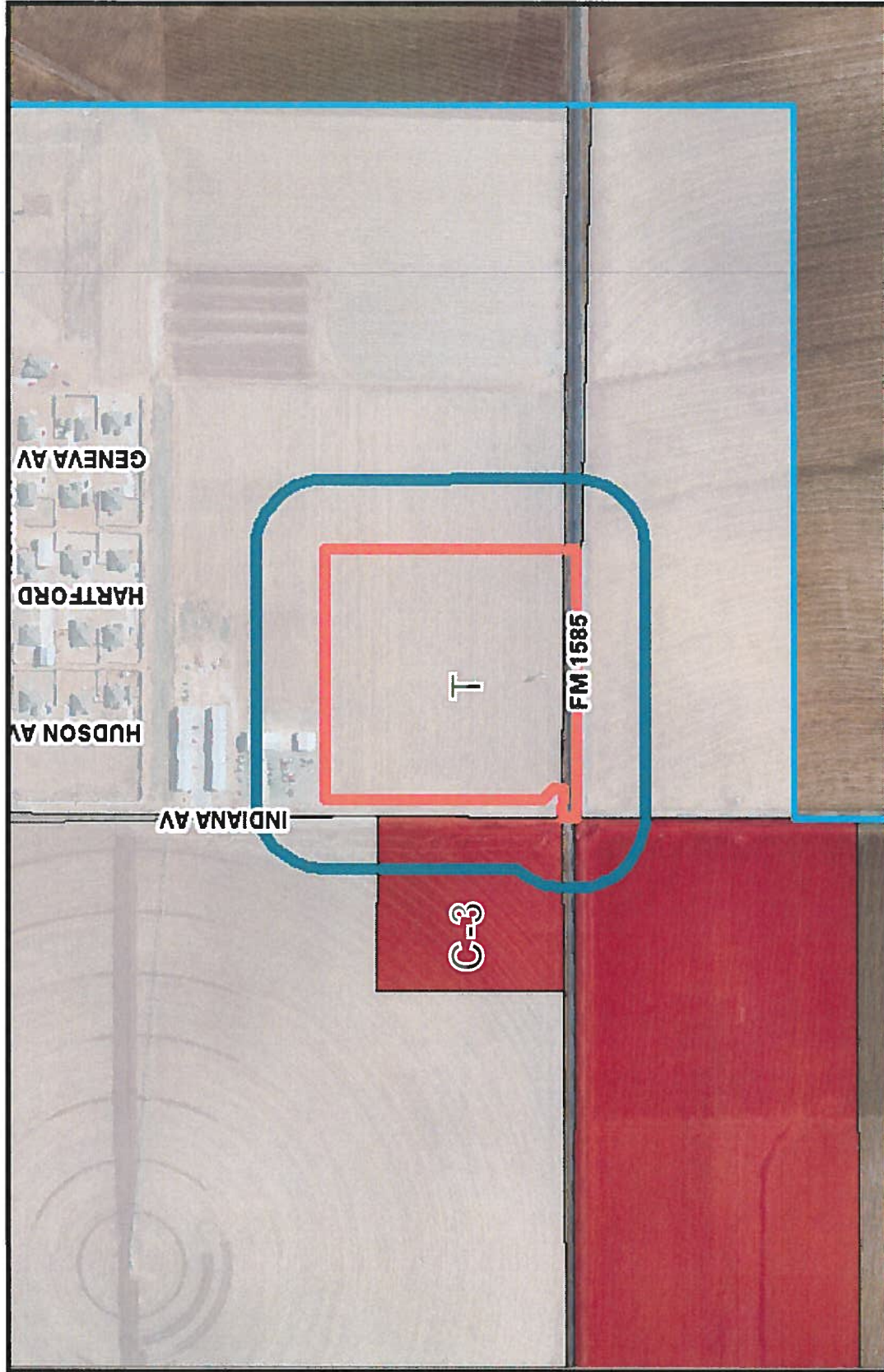


P.Z.C. Case 3193



P.Z.C. Case 3193

Request of Albert Skibell, Inc. (for United Supermarkets) for a zoning change from T to C-3, northeast corner of 130th Street and Indiana Avenue.



P.Z.C. Case 3193 Zoning

city of
lubbock

APPLICATION FOR ZONE CHANGE

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

Albert Skibell, Inc.

Applicant By: Charles Skibell
(Please Print)

For United Supermarkets

1112 Avenue Q.
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-4532
Telephone

7830 Orlando Avenue
Street/Post Office Box
Lubbock, Texas 79423
City State Zip
(806) 791-0220
Telephone

Location or Address: 12 Net Acres located on the NEC of Indiana Ave. & FM 1585 (130th)

Legal Description: 12 Acre tract of land out of Sec. 21, Blk E-2, Lubbock, Texas

Existing Land Use: Agricultural Existing Zoning: _____

Acres or Square Footage of Property: 12 Net Acres (522,724 SF)

Zoning Requested: C-3, Local Retail

Proposed Development: Grocery anchored shopping center with retail pad sites and
convenience store/fuel facility.

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

Charles Skibell
Applicant's Signature

September 27, 2012
Date

Filing Fee: \$510.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

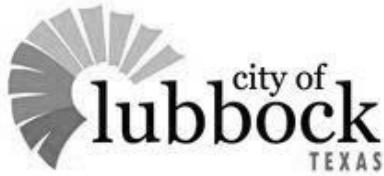
*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

receipt 2059 CR# 371
Zone Case No.: 3193
Request for zoning change from: T

For City Use Only msb map 40
Agenda No.: 3
To: C-3

on Lot(s): 13.156 Acres Block(s): _____

Subdivision: 320 Address: Northeast corner of 130th St
and Indiana Ave



Regular City Council Meeting

6. 6.

Meeting Date: 11/29/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3194 Hold a public hearing to consider a request of West Texas Engineering, LLC, for RBA Investments, LLC, for a zoning change from R-1 to C-2 for a Dollar General store on 1.442 acres of unplatted land out of Block E, Section 9, 1611 82nd Street, and consider an ordinance.

Item Summary

Proposed Land Use:

The proposed land use is for a Dollar General retail store.

Adjacent Land Uses:

North: Residential R-1 Specific Use and GO, Garden Homes

South: Transitional, KFMX tower and a playa

East: Residential and Transitional

West: Commercial C-3, Local Retail District

Impact on the Comprehensive Land Use Plan (CLUP):

Currently, the north one hundred feet of this property is zoned as R-1, and the south portion of the property is zoned Transitional. The proposed change to C-2 does not conform with the guidelines set by the CLUP, being outside the 660 foot policy commercial zone for the intersection of thoroughfares. The proposed zoning also does not meet the definition of a buffer zoning district.

Although C-2 is not a buffer zone, and typically areas between the 660 foot commercial zones are not developed as commercial; the proximity to the flood zone/playa lake and the radio tower to the south, make this strip along 82nd Street not optimal for residential development. The market for garden office is reported to not be particularly viable on the south side of 82nd Street, due to the adjacent land uses and the geography of the area.

The area is quite diverse and different from other sections of thoroughfare locations elsewhere in the City. An industrial area was annexed to the east, the SPS compound at Avenue P and 82nd; an electric substation is west of the SPS compound; and the City waste transfer and fueling compound is located to the south of the SPS facilities. Garden office zoning is in place across 82nd Street and medium density apartments are constructed to the west adjacent to Avenue U. As noted, there is a large playa located immediately south of the the strip along 82nd Street. Discussion during the P&Z meeting focused if the area is suitable for C-2 Commercial in contrast to the normal ten acre thoroughfare corner policy of the CLUP.

During the Planning and Zoning Commission (P&Z) Public Hearing there was one property owner, from within the 200 foot notification area, in favor and one, from across 82nd Street to the North, in opposition to the proposed change.

With all the variables in place, the Commission seemed to be of the opinion that this strip along 82nd will not easily adhere to the normal "corner commercial" policy of the CLUP and will become commercial between Avenue U and the current electric substation to the east.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission recommends the request with one condition:

1. Limit the parcel to one curb cut.

Attachments

Ordinance 3194

Zone Case 3194

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3194**; A ZONING CHANGE FROM **R-1** TO **C-2** ZONING DISTRICT ON **1.442 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 9**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

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

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully 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. 3194

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-2** zoning district on **1.442 acres**

of unplatted land out of Block E, Section 9, City of Lubbock, Lubbock County, Texas located at 1611 82nd Street, subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the change be limited to one curb cut on the property.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Henson, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3194
November 1, 2012

Exhibit "A"

FIELD NOTES on a 1.442 acre tract out of Section 9, Block E, Lubbock County, Texas and being part of the tract described in Volume 1307, Page 49, Lubbock County Deed Records(LCDR) and part of the tract described in Lubbock County Clerk File # 2006045122, and being further described by Metes and Bounds as follows:

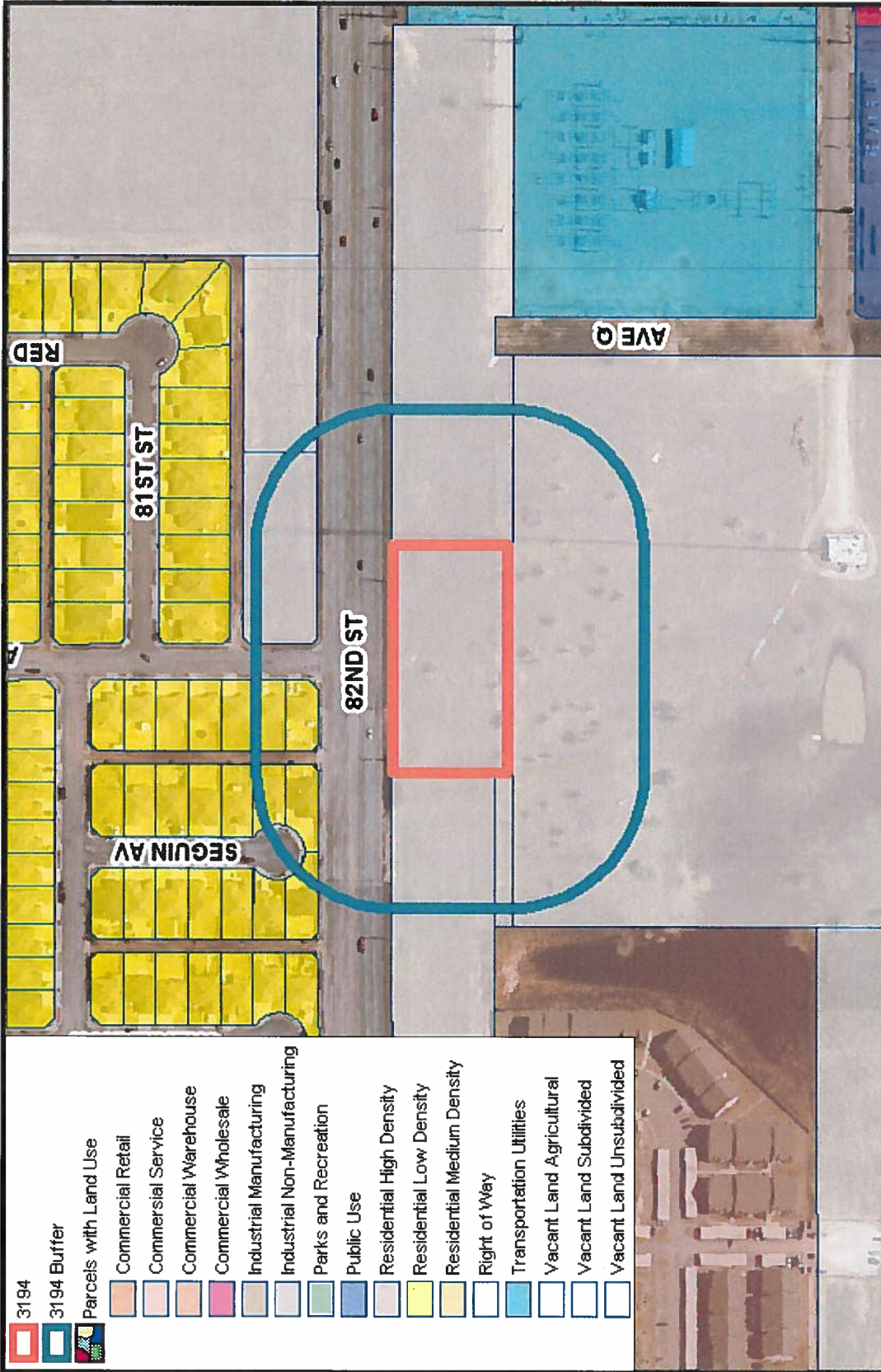
BEGINNING at a set 1/2" rod with cap marked RPLS 4460, at the intersection of the South line of the tract described in Lubbock County Clerk file 2006045122 and the extension of the West line of the tract described in Volume 1307, Page 49, LCDR for the Southwest corner of this tract which by calls bears South 212.42 feet and S 89° 57' W, 1490.75 feet from the Northeast corner of Section 9, Block E;

THENCE N 01°45'38" E(Texas North Central Zone Bearing Basis), at 20 feet pass a found rod with yellow cap at the Southwest corner of the tract described in Volume 1307, Page 49, LCDR and the Southeast corner of the tract described in Volume 1307, Page 52, LCDR continuing along the East line of tract described in Volume 1307, Page 52, LCDR, in all 179.25 feet to a found "X" in concrete for the Northeast corner of this tract;

THENCE S 88°16'00" E, along the South line of 82nd Street, 350.00 feet to a set 1/2" rod with cap for the Northeast corner of this tract;

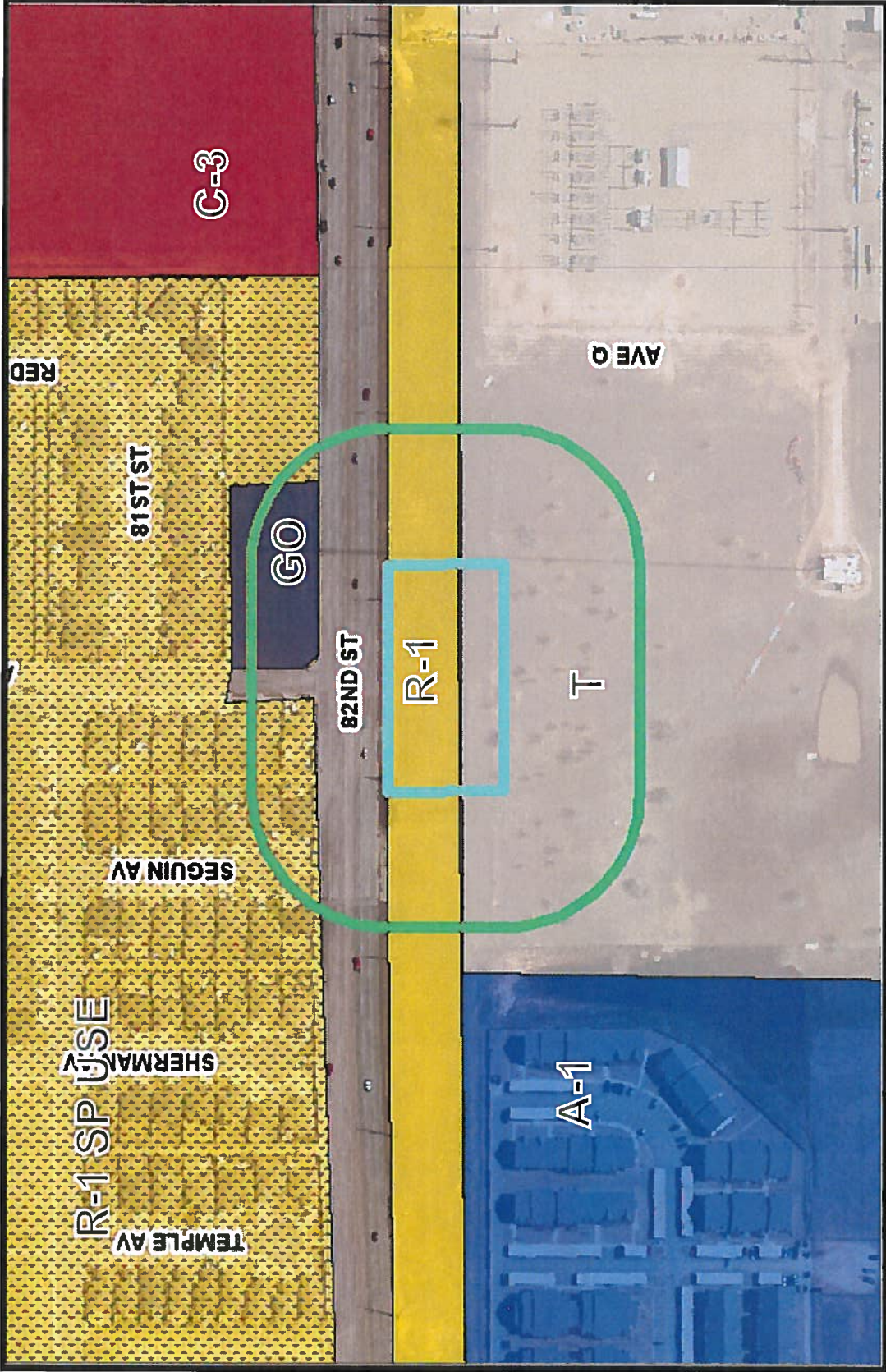
THENCE S 01°45'34" W, 179.59 feet to a set 1/2" rod with cap for the Southeast corner of this tract;

THENCE N 88°12'40" W, along the South line of the tract described in Lubbock County Clerk File # 2006045122, a distance of 350.00 feet to the PLACE of BEGINNING and containing 1.442 Acres including any Right of Way.



P.Z.C. Case 3194

Request of West Texas Engineering, LLC (for RBA Investments, LLC) for a zoning change from R-1 to C-2 for a Dollar General store, 1611 82nd Street.



P.Z.C. Case 3194 Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) West Texas Engineering, LLC
5605 101st Place
Lubbock Texas 79424
(806) 336-7270

For RBA Investments, LLC
1598 Imperial Center, Suite 2001
West Plains Missouri 65775
(417) 256-3420

Location or Address: 1611 82nd Street, Lubbock, TX 79423

Legal Description:*

Existing Land Use: vacant Existing Zoning: R-1

Acreage or Square Footage of Property: 1.442 Acres

Zoning Requested: C-2

Proposed Development: Dollar General Store

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

Applicant's Signature: Victor Roden Date: 10-9-12

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

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

City Use Only: m & B map 109
Zone Case No.: 3M4 Agenda No.: 84

Request for zoning change from: R1 To: C-2
1.442

4.473 acres of unplatted land out of Block E Section 9

on Lot(s): Block(s):
Subdivision: Address: 1611 82nd St

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3194

In Favor of

Opposed

Reasons and/or Comments:

No objection

RECEIVED

OCT 24 REC'D

PLANNING DEPARTMENT

Print Name

Signature:

Address:

Address of Property Owned:

Joe Stettheimer
Tracye
15404 Slide Rd
1802 82nd

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3194

In Favor of

Opposed

Reasons and/or Comments:

I oppose this case because I do not want this to decrease my property value.

RECEIVED

OCT 23 REC'D

PLANNING DEPARTMENT

Print Name Orlando & Rebecca Lucero
Signature: Rebecca Lucero
Address: 8113 Seguin Ave
Address of Property Owned: 8113 Seguin Ave
Lubbock, TX 79423

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

4

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3194

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

OCT 25 2011

PLANNING DEPARTMENT

Print Name Chris White
Signature: Chris White
Address: 2728-82 - 79423
Address of Property Owned: West half of same plat East

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

4

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3194

In Favor of

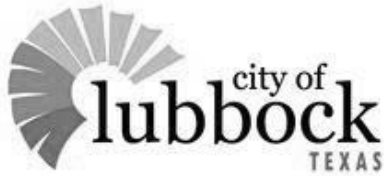
Opposed

Reasons and/or Comments:

RECEIVED
OCT 25 REC'D
PLANNING DEPARTMENT

Print Name Clyde R. Owens Estate Trust
Signature: Julian C. Owen
Address: 4618 5th
Address of Property Owned: _____

3 of 10 Zone Case Number: 3194 1650
OWENS, CLYDE ESTATE
4618 5TH ST



Regular City Council Meeting

6. 7.

Meeting Date: 11/29/2012

Information

Agenda Item

Ordinance Amendment 2nd Reading- City Council: Consider Ordinance 2012-O0129 amending Chapter 2 of the Code of Ordinances of the City of Lubbock, Texas, with regard to duties of the City Secretary of the City of Lubbock; providing a savings clause; and providing for publication.

Item Summary

On November 8, 2012, the City Council approved the first reading of the ordinance.

Fiscal Impact

None.

Staff/Board Recommending

Becky Garza, City Secretary

Attachments

Ordinance - City Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO DUTIES OF THE CITY SECRETARY OF THE CITY OF LUBBOCK; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, pursuant to Chapter 1, Article IX, Section 22, of the Charter of the City of Lubbock, the City Council may divide the administration of the City affairs into such departments as it may deem advisable;

WHEREAS, the City Council deems it to be advisable and in the best interest of the citizens of the City of Lubbock to have the City Council Staff, report for all purposes to the City Secretary; NOW THEREFORE:

SECTION 1. That the Code of Ordinances, City of Lubbock, Texas is hereby amended by adding a section, to be numbered:

Section 2.02.001

(c) Additional duties of the City Secretary:

The department of the City Council Staff shall report to and be responsible to the City Secretary of the City of Lubbock, and that the City Secretary of the City of Lubbock shall be responsible for all activities and duties of such department.

AND IT IS ORDERED

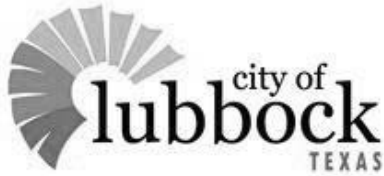
Passed by the City Council on first reading this _____ day of _____, 2012.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

6. 8.

Meeting Date: 11/29/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading – City Council: Consider Budget Ordinance 2012-00130 Amendment 8 amending the Adopted FY 2012-13 Budget respecting the General Fund by transferring three positions from City Council Office to City Secretary's Office; amending the payroll and benefits in the City Council Office; and amending the payroll and benefits in the City Secretary's Office.

Item Summary

On November 8, 2012 the City Council approved the first reading of the ordinance.

I. Amend Cost Center 1111, City Council Office, by transferring an Administrative Assistant position, an Assistant to the City Council position, and an Executive Assistant to the Mayor position to Cost Center 1211, City Secretary Office.

II. Amend expenditures in Cost Center 1111, City Council Office, by decreasing salary \$114,613 and benefits \$60,604, for a total budget decrease of \$175,217.

III. Amend expenditures in Cost Center 1211, City Secretary Office, by increasing salary \$114,613 and benefits \$60,604, for a total budget increase of \$175,217.

Fiscal Impact

Staff/Board Recommending

Becky Garza, City Secretary

Attachments

Budget Amendment 8

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND BY TRANSFERRING THREE POSITIONS FROM CITY COUNCIL OFFICE TO CITY SECRETARY OFFICE; AMENDING THE PAYROLL AND BENEFITS IN CITY COUNCIL OFFICE; AMENDING THE PAYROLL AND BENEFITS IN CITY SECRETARY OFFICE; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #8) for municipal purposes, as follows:

- I. Amend Cost Center 1111, City Council Office, by transferring an Administrative Assistant position, an Assistant to the City Council position, and an Executive Assistant to the Mayor position to Cost Center 1211, City Secretary Office.
- II. Amend expenditures in Cost Center 1111, City Council Office, by decreasing salary \$114,613 and benefits \$60,604, for a total budget decrease of \$175,217.
- III. Amend expenditures in Cost Center 1211, City Secretary Office, by increasing salary \$114,613 and benefits \$60,604, for a total budget increase of \$175,217.

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

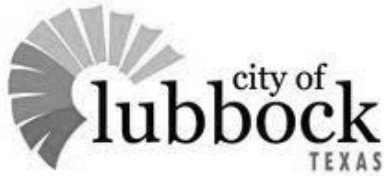
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Sam Medina, City Attorney



Regular City Council Meeting

6.9.

Meeting Date: 11/29/2012

Information

Agenda Item

Resolution - City Council: Consider a resolution authorizing the Mayor and City Council to call upon the Texas Legislature to reexamine the public school accountability system in Texas.

Item Summary

This resolution will encourage the Texas Legislature to develop a system that encompasses multiple assessments, reflects greater validity, uses more cost effective sampling techniques and other external evaluation arrangements, and more accurately reflects what students know, appreciate and can do in terms of the rigorous standards essential to their success, enhances the role of teachers as designers, guides to instruction and leaders, and nurtures the sense of inquiry and love of learning in all students.

Fiscal Impact

None.

Staff/Board Recommending

Karen Gibson, Mayor Pro Tem, District 5

Attachments

Resolution - Assessment of Learning

RESOLUTION

WHEREAS, the over reliance on standardized, high stakes testing as the only assessment of learning that really matters in the state and federal accountability systems is strangling our public schools and undermining any chance that educators have to transform a traditional system of schooling into a broad range of learning experiences that better prepares our students to live successfully and be competitive on a global stage; and

WHEREAS, we believe our state's future prosperity relies on a high-quality education system that prepares students for college and careers, and without such a system Texas' economic competitiveness and ability to attract new business will falter; and

WHEREAS, we commend Robert Scott, former Commissioner of Education, for his concern about the overemphasis on high stakes testing that has become "a perversion of its original intent" and for his continuing support of high standards and local accountability; and

WHEREAS, the real work of designing more engaging student learning experiences requires changes in the culture and structure as the systems in which teachers and students work; and

WHEREAS, what occurs in classrooms every day should be student-centered and result in students learning at a deep and meaningful level, as opposed to the superficial level of learning that results from the current over-emphasis on that which can be easily tested by standardized tests; and

WHEREAS, we support the vision for all students to be engaged in more meaningful learning activities that cultivate their unique individual talents, to provide for student choice in work that is designed to respect how they learn best, and to embrace the concept that students can be both consumers and creators of knowledge; and

WHEREAS, only by developing new capacities and conditions in districts and schools, and the communities in which they are embedded, will we ensure that all learning spaces foster and celebrate innovation, creativity, problem solving, collaboration, communication and critical thinking; and

WHEREAS, these are the very skills that business leaders desire in a rising workforce and the very attitudes that are essential to the survival of our democracy; and

WHEREAS, imposing relentless test preparation and boring memorization of facts to enhance test performance is doing little more than stealing the love of learning from students and assuring that we fall short of our goals; and

WHEREAS, we do not oppose accountability in public schools, but believe that the system of the past will not prepare students to lead in the future and neither will the standardized tests that so dominate their instructional time and block educators' ability to make progress toward a world-class education system of student-centered schools and future-ready students; THEREFORE

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

THAT the City Council of Lubbock, Texas calls on the Texas Legislature to reexamine the public school accountability system in Texas and to develop a system that encompasses multiple assessments, reflects greater validity, uses more cost effective sampling techniques and other external evaluation arrangements, and more accurately reflects what students know, appreciate and can do in terms of the rigorous standards essential to their success, enhances the role of teachers as designers, guides to instruction and leaders, and nurtures the sense of inquiry and love of learning in all students.

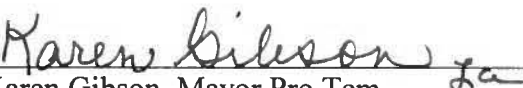
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

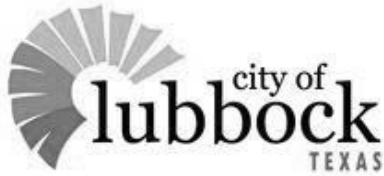
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Karen Gibson, Mayor Pro Tem

vw:ccdcs/RES.Standardized Testing
November 15, 2012



Regular City Council Meeting

6. 10.

Meeting Date: 11/29/2012

Information

Agenda Item

Contract of Sale Resolution-Libraries: Consider a resolution authorizing the Mayor to execute a commercial contract of sale between the City of Lubbock and Platinum Bank for the acquisition of Lots 103, 104, and the west 71' of Lot 105, Indian Acres Addition, to the City of Lubbock, for the new Godeke Library site, 3838 50th Street.

Item Summary

The contract of sale is for the acquisition of Lots 103, 104, and the west 71' of Lot 105, Indian Acres Addition, to the City of Lubbock. The contract is for \$850,000 for the new Godeke Library site.

Fiscal Impact

The funding will come from the fund balance in the general fund.

Staff/Board Recommending

Lee Ann Dumbauld, City Manager

Attachments

Platinum Bank - New Godeke Library

RESOLUTION

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

THAT the City Manager's act in executing an agreement for the purchase of the real property located at 3838 50th Street, Lubbock, Texas 79413, between the City of Lubbock and Platinum Bank is hereby ratified in full and the City Council herein affirms and adopts her acts as its own in regard to the execution of the agreement and hereby authorizes the Mayor to execute any and all additional documents necessary to purchase the above-referenced property on behalf of the City.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Lee Ann Dunbault, City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Platinum Bank
November 13, 2012



TEXAS ASSOCIATION OF REALTORS®
COMMERCIAL CONTRACT - IMPROVED PROPERTY

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

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Platinum Bank
Address: 6502 Slide Road, Suite 110, Lubbock, Tx 79424
Phone: (806) 792-5300 Fax: (806) 798-2671
E-mail: ggarrett@platinumbanktexas.com

Buyer: City of Lubbock
Address: 1625 13th Street, Lubbock, Tx 79401
Phone: (806) 775-3000 Fax: (806) 775-3924
E-mail: ldumbauld@mylubbock.us

2. PROPERTY:

A. "Property" means that real property situated in Lubbock County, Texas at 3838 50th Street Lubbock, Texas 79413 (address) and that is legally described on the attached Exhibit or as follows: Lot 103, 104 and the west 71' of Lot 105, Indian Acres Addition, to the City of Lubbock, Texas.

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)

(If mineral rights are to be reserved an appropriate addendum should be attached.)

(If the Property is a condominium, attach condominium addendum.)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

Table with 2 columns: Description and Amount. Row A: Cash portion payable by Buyer at closing \$ 850,000.00. Row B: Sum of all financing described in Paragraph 4 \$. Row C: Sales price (sum of 3A and 3B) \$ 850,000.00.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$ _____ . This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum.
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum, Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- C. Seller Financing: The delivery of a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum in the amount of \$ _____ .

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ 10,000.00 as earnest money with Service Title (escrow agent) at 4101 84th Street Lubbock, Texas (address) Brent Noble (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the escrow agent to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the escrow agent to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. Title Policy:
 - (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by Service Title (title company), in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
 - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
 - (3) Within 15 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

(TAR-1801) 1-26-10 Initialed for Identification by Seller [Signature] and Buyer [Signature]

B. Survey: Within 30 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/ACSM Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller, at Seller's expense, will obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to Buyer and the title company within 20 days after Seller receives notice that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 20 days if necessary for Seller to deliver an acceptable survey within the time required. Buyer will reimburse Seller None (insert amount) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 15 days after Buyer receives the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.
- (3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. **PROPERTY CONDITION:**

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: None

B. Feasibility Period: Buyer may terminate this contract for any reason within 90 days after the effective date (feasibility period) by providing Seller written notice of termination. (Check only one box.)

(1) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 100.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the escrow agent. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to timely deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Not later than 3 days after the effective date, Buyer must pay Seller \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to Seller or Seller's agent. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to timely pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.

(3) Buyer must:

- (a) employ only trained and qualified inspectors and assessors;
- (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
- (c) abide by any reasonable entry rules or requirements of Seller;
- (d) not interfere with existing operations or occupants of the Property; and
- (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 15 days after the effective date, Seller will deliver to Buyer:

- (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
- (b) copies of all current leases pertaining to the Property, including any modifications, supplements, or amendments to the leases;
- (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;

- (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
- (e) copies of all current service, maintenance, and management agreements relating to the ownership and operation of the Property;
- (f) copies of current utility capacity letters from the Property's water and sewer service provider;
- (g) copies of all current warranties and guaranties relating to all or part of the Property;
- (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
- (i) copies of all leasing or commission agreements that currently relate to all or part of the Property;
- (j) a copy of the "as-built" plans and specifications and plat of the Property;
- (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
- (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
- (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;
- (n) real & personal property tax statements for the Property for the previous 2 calendar years; and
- (o) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer and all copies that Buyer made of those items; and (b) deliver copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed. This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within N/A days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TAR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

9. BROKERS:

A. The brokers to this sale are:

<u>McQueen Co. Realtors</u>	<u>87056</u>	_____	_____
Principal Broker	License No.	Cooperating Broker	License No.
<u>Bobby McQueen</u>	_____	_____	_____
Agent		Agent	
<u>2741 81st Street</u>	_____	_____	_____
Address		Address	
<u>Lubbock, Texas 79423</u>	_____	_____	_____
_____	_____	_____	_____
<u>(806) 748-7100</u>	<u>(806) 748-7102</u>	_____	_____
Phone	Fax	Phone	Fax
<u>mcqcol@suddenlink.net</u>	_____	_____	_____
E-Mail		E-Mail	

Principal Broker: *(Check only one box.)* represents Seller only. represents Buyer only. is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: *(Check only (1) or (2) below.)*

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:	Cooperating Broker a total cash fee of:
<input type="checkbox"/> _____ % of the sales price.	<input type="checkbox"/> _____ % of the sales price.
<input type="checkbox"/> _____	<input type="checkbox"/> _____

The cash fees will be paid in Lubbock County, Texas. Seller authorizes escrow agent to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) 30 days after the expiration of the feasibility period.
- _____ *(specific date)*.
- _____
- (2) 7 days after objections made under Paragraph 6D have been cured or waived.

- B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.
- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the escrow agent stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the escrow agent to: (i) withhold from Seller's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the escrow agent;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

See Attachment A:

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other

charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

- B. Rollback Taxes: If Seller changes the use of the Property before closing or if a denial of a special valuation on the Property claimed by Seller results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller may:
 - (1) terminate this contract and receive the earnest money, as liquidated damages and as Seller's sole remedy; or
 - (2) seek any other relief provided by law. Seller may may not enforce specific performance.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
 - (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
 - (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
 - (1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
 - (2) extend the time for performance up to 15 days and closing will be extended as necessary; or
 - (3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
 - (1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
 - (2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or any escrow agent is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, escrow agent may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of escrow agent from all parties.
- B. If one party makes written demand for the earnest money, escrow agent will give notice of the demand by providing to the other party a copy of the demand. If escrow agent does not receive written objection to the demand from the other party within 15 days after the date escrow agent sent the demand to the other party, escrow agent may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and escrow agent may pay the same to the creditors.
- C. Escrow agent will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If escrow agent complies with this Paragraph 18, each party hereby releases escrow agent from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to escrow agent are effective upon receipt by escrow agent.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to escrow agent within 7 days after receipt of the request will be liable to the other party for liquidated damages in an amount equal to the sum of: (i) three times the amount of the earnest money; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Property Condition Statement.
- B. Except as otherwise provided in this contract, Seller is not aware of:
 - (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any material physical defects in the improvements on the Property; or
 - (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, or sent by facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
 - (1) Property Description Exhibit identified in Paragraph 2;
 - (2) Commercial Contract Condominium Addendum (TAR-1930);
 - (3) Commercial Contract Financing Addendum (TAR-1931);
 - (4) Commercial Property Condition Statement (TAR-1408);
 - (5) Commercial Contract Addendum for Special Provisions (TAR-1940);
 - (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TAR-1906);
 - (7) Notice to Purchaser of Real Property in a Water District (MUD);
 - (8) Addendum for Coastal Area Property (TAR-1915);
 - (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TAR-1916);
 - (10) Information About Brokerage Services; and
 - (11) _____

(Note: Counsel for the Texas Association of REALTORS® (TAR) has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by TAR are appropriate for use with this form.)

- E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or legal holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or legal holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the escrow agent receives this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.
- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract.
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract.
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract.
- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on September 26, 2012 the offer will lapse and become null and void.

28 *[Handwritten Signature]*

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Seller: _____ Buyer: _____

By: _____ By: _____

By (signature): [Signature]

By (signature): [Signature]

Printed Name: Greg Garrett

Printed Name: Lee Ann Dumbauld

Title: President & CEO

Title: City Manager

By: _____ By: _____

By (signature): _____

By (signature): _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

Escrow agent is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker _____ Cooperating Broker _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____ Buyer's attorney: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

ESCROW RECEIPT

Escrow agent acknowledges receipt of:

- A. the contract on this day September 28, 2012 (effective date);
- B. earnest money in the amount of \$ 10,000.00 in the form of CK#00498817 on September 28, 2012.

Escrow Agent: Service Title Company Address: 1408-B Buddy Holly Avenue
Lubbock, Texas 79401

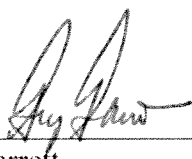
By: [Signature] Phone & Fax: 806 763-8261
Tom N. Jones, Sr. V.P. 806 763-8527 (Fax)

Assigned file number (GF#): _____ E-mail: _____

ATTACHMENT A

TO THE EXTENT THAT THE PROVISIONS IN THIS SECTION CONFLICT WITH ANY OTHER PROVISION IN THIS CONTRACT, THESE PROVISIONS SHALL PREVAIL.

1. 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.
2. This agreement is subject to all present and future valid laws, orders, rules, and ordinances and/or regulations of the United States of America, the State of Texas and The City of Lubbock. This agreement shall be construed and governed according to the laws of the State of Texas. The sole venue for any action, controversy, dispute or claim arising under this agreement shall be in a court of appropriate jurisdiction in Lubbock County, Texas exclusively.
3. Nothing in this agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this agreement.
4. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY RETAINS ALL GOVERNMENTAL IMMUNITIES.

Seller: 
Greg Garrett
Title: President & CEO

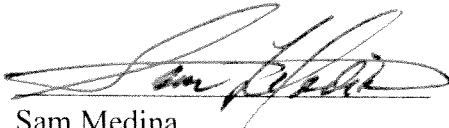
Buyer: 
Lee Ann Dumbauld
Title: City Manager

ATTACHMENT B

I have read, and APPROVE AS TO FORM, the attached contract between Platinum Bank, Seller, and the City of Lubbock, Buyer, concerning the property located at 3838 50th Street, Lubbock, Texas, 79413 and more fully described as:

Lot 103, 104 and the west 71ft of Lot 105, Indian Acres Addition, to the City of Lubbock, Texas.

APPROVED AS TO FORM

A handwritten signature in black ink, appearing to read "Sam Medina", written over a horizontal line.

Sam Medina
City Attorney



Regular City Council Meeting

6. 11.

Meeting Date: 11/29/2012

Information

Agenda Item

Resolution - City Attorney: Consider a Compromise Settlement Agreement and Release of all Claims in Cause No. 2011-558,674, 237th District Court of Lubbock County, Texas, styled Robert S. Heinsch v. City of Lubbock.

Item Summary

Fiscal Impact

Staff/Board Recommending

Sam Medina, City Attorney

Attachments

Resolution - Heinsch

Settlement Agrmt-Robert Heinsch

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 Compromise Settlement Agreement and Release of all Claims in Cause No. 2011-558,674, 237th District Court of Lubbock County, Texas, styled Robert S. Heinsch v. City of Lubbock, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

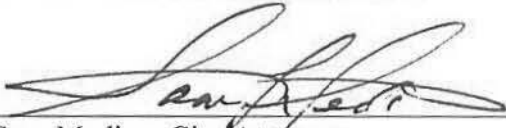
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

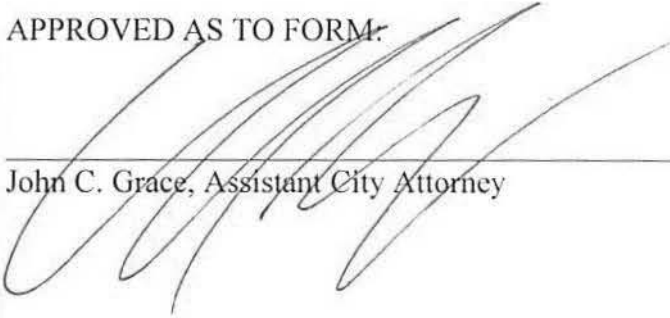
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Sam Medina, City Attorney

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

vw:ccdocs/RES.Settlement Agrmt-Robert Heinsch
November 12, 2012

STATE OF TEXAS
COUNTY OF LUBBOCK

§
§
§

KNOW ALL MEN BY THESE PRESENTS

**COMPROMISE SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Compromise Settlement Agreement and Release of All Claims (“Settlement Agreement”) is entered into by and between the **CITY OF LUBBOCK, TEXAS** (“the City”), and **ROBERT STEVEN HEINSCH**, (“the Claimant”).

RECITALS

WHEREAS, on or about October 23, 2009, Claimant was a pedestrian walking in a crosswalk when he was struck by a vehicle driven by a City of Lubbock employee, Ginger Hall; and

WHEREAS, the Claimant alleges that the driver of the City vehicle was negligent in operating this vehicle; and

WHEREAS, Claimant filed a claim with the City of Lubbock seeking damages and ultimately filed suit against the City for such damages; and

WHEREAS, the City denies any liability to Claimant for any claim or cause of action, but is willing to settle all claims to avoid the inconvenience, distractions, uncertainties and expenses attendant to litigation and trial, in exchange for the consideration and releases set forth below.

1. IN CONSIDERATION of the payment by the City of the sum of ONE HUNDRED THOUSAND and No/100 Dollars (\$100,000.00), Claimant does hereto enter into this Settlement Agreement and does hereby release, acquit, and forever discharge Ginger Hall, the City of Lubbock, Texas, its respective predecessors, successors, assigns, owners, City Council, partners, members,

managers, employees, directors, legal representatives, insurers, independent contractors, agents and attorneys (the "Releasees"), of and from any and all liability, claims, demands, damages, attorney's fees, costs, liens, including but not limited to any hospital, medical, insurance, Medicare or Medicaid liens, whether statutorily provided or otherwise, expenses, services, actions, causes of action, or suit in equity, of whatsoever kind or nature, whether heretofore or hereafter accruing, which Claimant now has or may hereafter have, whether known or unknown, arising from the motor vehicle accident on October 23, 2009, involving the City of Lubbock and its employee Ginger Hall.

2. Payment shall be made by check payable to Claimant's attorneys, "Sims, Hubbert and Wilson as attorneys for Robert Steven Heinsch" after this Settlement Agreement is signed by all parties.
3. Claimant hereby agrees to pay any outstanding liens, claims, or rights of subrogation that may now or hereafter exist arising out of or relating to this occurrence.
4. This Settlement Agreement includes any transaction, occurrence, matter or thing whatsoever, whether known or unknown, arising or occurring due to this incident including, but not limited to, all claims, demands, causes of actions of any nature, whether in contract or in tort, or arising out of, under or by virtue of any statute or regulation, that are recognized by law or that may be created or recognized in the future by any manner, including, without limitation, by statute, regulation, or judicial decision, for past, present and future damage or loss, or remedies of any kind that are now recognized by law or that may be created or recognized in the

future by any manner, and including but not limited to the following: all actual damages, all exemplary and punitive damages, all penalties of any kind or statutory damages. Claimant hereby declares that he fully understands the terms of this Settlement Agreement and voluntarily accepts the above stated sum for the purposes of making full and final settlement of any and all the injuries, damages, expenses, and inconvenience above mentioned.

5. This Settlement Agreement may be pled as a full and complete defense to any action, suit, or other proceeding, which may be instituted, prosecuted or attempted for, upon, or in respect of any of the claims released hereby. The Claimant agrees that any such proceeding would cause irreparable injury to the party against whom it is brought and that any court of competent jurisdiction may enter an injunction restraining prosecution thereof.
6. The Claimant agrees that the damages suffered by the City, and persons, firms, corporations, or other entities protected by this Settlement Agreement by reason of any breach of any provision of this Settlement Agreement shall include not only the amount of any judgment that may be rendered against said City, persons, firms, corporations, or other entities, or any of them, by reason of a breach of this Settlement Agreement, but shall also include all damages suffered by them, including the cost of attorneys' fees and other costs and expenses of instituting, preparing, prosecuting, defending any action or suit resulting from a breach of this Settlement Agreement, whether taxable or otherwise, and costs to them of attorneys' fees and all other costs and expenses of instituting, preparing, or prosecuting any counterclaim, suit, motion, or action or action to recover damages

resulting from the breach of this Settlement Agreement, whether taxable or otherwise.

7. Claimant hereby represents and warrants that he, and he alone, owns the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement (the "Claimed Rights"), and that he has not transferred, conveyed, pledged, assigned or made any other disposition of the Claimed Rights. Claimant agrees to indemnify and hold harmless the Releasees from and against any and all claims, demands, or causes of action and the reasonable and necessary costs, including attorneys' fees, incurred in the defense of any such claim that any person who claims an ownership, including any liens whether statutory or otherwise, in the claimed rights, interests, demands, actions, or causes of action, obligations, or any other matter covered by this Settlement Agreement.
8. The terms of this Settlement Agreement shall inure to the benefit of, and be binding upon, the Claimant, Releasees, and his heirs, legal representatives, successors or assigns.
9. All signatories to this Settlement Agreement hereby warrant that they have the authority to execute this Settlement Agreement and bind the respective parties.
10. This Settlement Agreement states the entire agreement of the parties with respect to the matters discussed herein, and supersedes all prior or contemporaneous oral or written understandings, agreements, statements or promises.

11. This Settlement Agreement may not be amended or modified in any respect except by a written instrument duly executed by all of the parties to this Settlement Agreement.
12. If this Settlement Agreement does not become effective for any reason, it shall be deemed negotiations for settlement purposes only and will not be admissible in evidence or usable for any purposes whatsoever.
13. This Settlement Agreement has been and shall be construed to have been drafted by all parties to it so that the rule of construing ambiguities against the drafter shall have no force or effect.
14. If any portion or term of this Settlement Agreement is held unenforceable by a court of competent jurisdiction, the remainder of this Settlement Agreement shall not be affected and shall remain fully in force and enforceable.
15. Each party has consulted with whatever consultants, attorneys or other advisors each deems appropriate concerning the effect of this Settlement Agreement and Claimant assumes the risk arising from not seeking further or additional consultation with such advisors.
16. Each party assumes the risk of any mistake of fact or law with regard to any aspect of this Settlement Agreement, the dispute described herein, or any asserted rights released by this Settlement Agreement.
17. Claimant, by entering into this Settlement Agreement, acknowledge that this settlement is a compromise of a disputed claim as to the liability of the Releasees for the Claimant's injuries and damages, if any, and the payment made herein is not to be construed as an admission of liability on the part of the Releasees. It is

understood that the existence of any liability or wrongdoing has been, and continues to be, expressly denied by the Releasees.

18. All parties to this Settlement Agreement acknowledge and agree that they have obtained legal representation and advice, as they have deemed appropriate in entering into this Settlement Agreement.

19. Each party further state that this Settlement Agreement, including the foregoing release, has been carefully read and each party understands the contents thereof and has signed the same as their own respective free act and has not been influenced in making this settlement by any representative of a party or parties released.

20. It is further understood that the provisions of this Settlement Agreement are contractual and not mere recitals and that the laws of the State of Texas shall govern this Settlement Agreement.

21. Upon payment of the ONE HUNDRED THOUSAND and No/100 Dollars (\$100,000.00) in monetary consideration set forth herein, the Claimant will dismiss his case against the City of Lubbock, Texas with prejudice.

EXECUTED this _____ day of _____, 2012.

FOR THE CLAIMANT:

ROBERT STEVEN HEINSCH

STATE OF TEXAS §

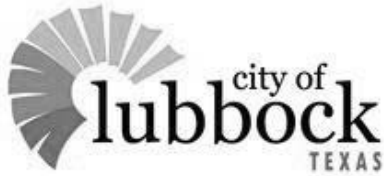
COUNTY OF LUBBOCK §

Before me, the undersigned authority, personally appeared ROBERT STEVEN HEINSCH, 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.

Notary Public

FOR THE CITY OF LUBBOCK:

By: _____
GLEN C. ROBERTSON, MAYOR



Regular City Council Meeting

6. 12.

Meeting Date: 11/29/2012

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Board of Health, one appointment to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, four appointments to the Electric Utility Board, two appointments to the Libraries Board, three appointments to the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, two appointments to the Lubbock Economic Development Alliance, Inc. Board of Directors, one appointment to the Lubbock Emergency Communications Board of Managers, two appointments to Market Lubbock, Inc. Board of Directors, one appointment to the Model Codes & Construction Advisory Board, and one appointment to the Urban Renewal & Neighborhood Redevelopment Commission.

Item Summary

Consider one appointment to the Board of Health, one appointment to the Central Business District Tax Increment Financing Reinvestment Zone Board of Directors, four appointments to the Electric Utility Board*, two appointments to the Libraries Board, three appointments to the Lubbock Business Park Tax Increment Financing Reinvestment Zone Board of Directors, two appointments to the Lubbock Economic Development Alliance, Inc. Board of Directors, one appointment to the Lubbock Emergency Communications Board of Managers, two appointments to Market Lubbock, Inc. Board of Directors, one appointment to the Model Codes & Construction Advisory Board, and one appointment to the Urban Renewal & Neighborhood Redevelopment Commission.

*Per Section 2.03.145 (e) of the Code of Ordinances, "...the board shall be responsible for recommending individuals to the city council for their consideration in appointing individuals to the board..."

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

RS Back Up

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, NOVEMBER 29, 2012 - REGULAR SESSION

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	BOARD OF HEALTH	ALLEN, CATHY	04.01.13	N/A		REPLACE	N/A
2	LIBRARIES BOARD	ESQUEDA, ADELA KING, DAVID	01.01.13 01.01.13	100% 67%	DISTRICT 5 DISTRICT 4	REAPPOINT REAPPOINT	Y Y
3	LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC. BOARD OF DIRECTORS	EIGHMY, TAYLOR MAY, VAN	10.01.12 10.01.12	N/A N/A		REPLACE REPLACE	N/A N/A
4	MARKET LUBBOCK, INC. BOARD OF DIRECTORS	EIGHMY, TAYLOR MAY, VAN	10.01.14 10.01.12	N/A N/A		REPLACE REPLACE	N/A N/A
5	MODEL CODES & CONSTRUCTION ADVISORY BOARD	MANDRY, TOM	10.01.11	N/A	MASTER ELECTRICIAN	REPLACE	N/A

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 11/12/2012

Sorted: No Preference

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

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

BOARD OF HEALTH

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>			<u>Boards</u>	
Anglo	55.0%	61.0%	77.8%	67.0% (6)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	3.7%	4.0%	3.8%	33.0% (3)
 <u>GENDER</u>				
Male	48.5%	47.0%	73.2%	67.0% (6)
Female	51.5%	53.0%	26.8%	33.0% (3)
 <u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	11.1% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	11.1% (1)
District 4	17.0%	17.0%	21.3%	11.1% (1)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	33.3% (3)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Permanent advisory board which considers and makes recommendations to the City Council on any and all matters pertaining to the public health of the City.

QUALIFICATIONS: Members shall be resident citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Allen, Cathy (F,A,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Cathy Allen:

Ted Dotts (M,A,6) Clergy Hospital

Rebecca Ramirez (F,H,3) South Plains Community Action

Sorted: By Preference

Board of Health

Date Refer	Key	Last Name	First Name	Gender	Ethnic	Quad	Age Range	Occupation	Business	Council District
				M/F	A,H,AA,O					
First Preference:										
1204		Abercia	David	M	A			Executive Associate	Texas Tech University	5
1002		Berk	Shirley	F	A		50-59	Retired Microbiologist		6
1002		Berry	Timothy	M	A		40-49	Paramedic	UMC Lubbock EMS	5
1003		Berryhill	Korbi	F	A			RN Instructor	South Plains College, R	5
0907		Coppola	Martin	M	A		40-49	Associate Professor & Pro	Texas Tech HSC	5
1002		Dotts	Ted	M	A		60+	Clergy Hospital Admin - R		6
0212		Dunn	Cynthia	F	A		40-49	Medical Doctor	Women's Health Assoc	6
0809		Edwards	Carries	F	A		18-29	Assistant Professor of Nur	TTUHSC School of Nurs	0
1002		Eggenberg	Florence	F	A		60+	Retired Registered Nurse		6
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
0510		Johnson	James	M	A	S	30-39	Hospital Administrator	University Medical Cent	5
1002		Jones	Glenn	M	A		60+	Retired Pharmacist		5
0707		Jones	Johnnie	F	A		30-39	Advertising Agency Owner	Madison Avenue Adverti	4
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
0707		Judd	Kimberly	F	A		40-49	Vice President	University Medical Cent	3
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
1002		Letalien	Sharon	F	A		50-59	Registered Nurse	Lubbock ISD	4
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
0701		Oswalt	Lori	F	A		40-49	Program Director	Covenant	4
1204		Ramirez	Rebecca	F	H		30-39	Associate Director	South Plains Communit	3
0803		Rautis	Mary	F	A	C	50-59	Registered Nurse	University Medical Cent	4
1001		Satterwhite	Letha	F	A		50-59	Registered Nurse	University Medical Cent	3
0804		Schmedes	Gregg	M	A			Medical Student	Texas Tech	6
0502		Shapiro	Beth	F	A	C	40-49	Marriage & Family Therapi	Gateways Counseling,	3
1209		Thomas	Ollie	M	AA		18-29	Human Resources	Walgreen Company	3
1002		Woodward	Tracey	F	A		50-59	Registered Nurse	Covenant School of Nur	4
Second Preference:										
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0709		Holmes	Margaret	F	A		40-49	Doctoral Student	Doctoral Student	5
0707		Jacks	Holly	F	A			Registered Nurse	Covenant Emergency	5
0507		Trombley	Trudy	F	A	S	60+	Retired Educator	Retired Educator	5
1002		Walker	William	M	A		18-29	Student		3
Third Preference:										
0910		Grossi	Cary	M	A		30-39	Funeral Director / General	Resthaven Funeral Hom	5
1104		Trost	Theresa	F	A		60+	Retired Librarian		3
Fourth Preference:										
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
		Heinz	Laura	F	A		40-49	Head of Information Servic	Texas Tech Univ. Librar	
		Heinz	Laura	F	A		40-49	Head of Information Servic	Texas Tech Univ. Librar	
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0605		Perez	Jody	M	H	S	50-59	Sales	JMP Consultants	4
0601		Schneider	James	M	A	S	50-59	Licensed Professional Cou	Covenant Health Syste	5
Fifth Preference:										
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
1010		Dewberry	Mamie	F	AA			Retired Teacher		3
0901		Finley	Eric	M	A		30-39	Marketing	University Medical Cent	4

Committee #18 Board of Health

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

Confidential

Home

Business

Reappt
Elig.

Allen Ms. Cathy		5406 92nd Street Lubbock TX 79424		TTHSC Pediatrics 3601 4th Street Lubbock TX 79416	Curr: 8/23/2012 - 4/1/2013	2nd: - 1st: -	Y
E-mail cathy.allen@ttuhsc.edu			CEL				

Carr Dr. Brian	N	3715 26th Street Lubbock TX 79410		3709 22nd Place Ste.C Lubbock TX 79410	Curr: 4/1/2010 - 4/1/2013	2nd: - 1st: -	Y
E-mail bha@healingtalk.com			CEL				

Chekuru Dr. Naidu	Y	5010 21st St. Lubbock TX 79407		Pulmonary Associates 3621 22nd Street, Suite 400 Lubbock TX 79410	Curr: 4/1/2010 - 4/1/2013	2nd: - 1st: -	Y
E-mail naidukc1@suddenlink.net			CEL				

Culp Mr. Lewis	N	8502 Oxford Avenue Lubbock TX 79423			Curr: 4/1/2010 - 4/1/2013	2nd: - 1st: -	Y
E-mail cwculp@suddenlink.net			CEL				

Epstein Dr. Anne	Y	1924 31st Street Lubbock TX 79411		Anne C. Epstein, M.D. 3411 20th Street Lubbock TX 79410	Curr: 9/27/2010 - 4/1/2013	2nd: - 1st: -	Y
E-mail acepstein@sbcglobal.net			CEL				

Chair/Pres:	Dr. Steven Presley	Staff Liaison:	Bridget Faulkenberry
Vice Chair/V.P.:		Term:	3 Years
Sec./Treasurer:	Dr. Brian Carr	Ex-Officio Mbr.:	Scott Snider (Asst.City Manager)
See Board book for professional positions which Council has traditionally appointed to Board.			

Committee #18 Board of Health

Perm./Temp. Board:

Confidential

HomeBusinessReappt
Elig.

Curr:	<input type="checkbox"/> 4/1/2012	-	<input type="checkbox"/> 4/1/2015	N
2nd:	4/1/2009	-	4/1/2012	
1st:	4/1/2006	-	4/1/2009	
Fax:				

Hentges N 4601 88th St
 Ms. Kae Lubbock TX 79424
 Y KAEHENTGES@YAHOO.COM
 N (806) 794-5529
 Y (806) 281-0321 CEL

E-mail

The May Farms

Curr:	<input type="checkbox"/> 4/1/2011	-	<input type="checkbox"/> 4/1/2014	Y
2nd:	-	-	-	
1st:	-	-	-	
Fax:	(806) 791-5942			

May Y 4611 9th Street
 Dr. Donald Lubbock TX 79416
 Y donaldrmay@sbcglobal.net
 Y (806) 791-5941
 Y (806) 543-0672 CEL

E-mail

TTU

Curr:	<input type="checkbox"/> 4/1/2012	-	<input type="checkbox"/> 4/1/2015	Y
2nd:	-	-	4/1/2009	
1st:	4/1/2012	-	-	
Fax:	(806) 885-2132			

Presley Y 4612 10th St
 Mr. Steven Lubbock TX 79416
 Y steve.presley@tiehh.ttu.edu
 Y (806) 785-2527
 (806) 885-0236
 CEL

E-mail steve.presley@tiehh.ttu.edu

Curr:	<input type="checkbox"/> 4/1/2012	-	<input type="checkbox"/> 4/1/2015	N
2nd:	-	-	-	
1st:	4/1/2009	-	4/1/2012	
Fax:				

Reid N 4501 82nd Lane
 Dr. Ted Lubbock TX 79424
 Y ted.reid@ttuhsc.edu
 N (806) 794-4967
 Y (512) 913-1898 CEL
 3601 4th Street MS 7217
 Lubbock TX 79430
 (806) 743-2417

E-mail ted.reid@ttuhsc.edu

Chair/Pres:	Dr. Steven Presley	Staff Liaison:	Bridget Faulkenberry
Vice Chair/V.P.:		Term:	3 Years
Sec./Treasurer:	Dr. Brian Carr	Ex-Officio Mbr.:	Scott Snider (Asst.City Manager)

See Board book for professional positions which Council has traditionally appointed to Board.

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

Last Update:10/25/2012

LIBRARIES BOARD

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	77.8% (7)
Hispanic	32.6%	27.6%	8.9%	11.1% (1)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	3.7%	4.0%	3.8%	11.1% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	33.3% (3)
Female	51.5%	53.0%	26.8%	66.7% (6)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	33.3% (3)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	11.1% (1)
District 4	17.0%	17.0%	21.3%	22.2% (2)
District 5	16.7%	19.4%	28.7%	11.1% (1)
District 6	17.2%	19.9%	16.6%	22.2% (2)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Makes recommendations to the City Council regarding the operation of the public libraries in Lubbock.

QUALIFICATIONS: One member appointed from each Council Member’s district, two members appointed At-Large (to represent the Mayor), and one member shall be the newly elected president of the Friends of the Lubbock City-County Library.

APPOINTMENT INFORMATION:

<u>Member Name & Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Esqueda, Adela (F,H,4)	District 5	100%	Y	Reappoint
King, David (M,A,4)	District 4	67%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Adela Esqueda and David King

Sorted: By Preference

Libraries Board

Date Refer	Key	Last Name	First Name	Gender	Ethnic	Quad	Age Range	Occupation	Business	Council District
				M/F	A,H,AA,O					
First Preference:										
0809		Burnett	Clif	M	A		50-59	Retired	Lubbock County Registe	0
0412		Evans	Marie	F	A	S	50-59	Sales/Ind Rep	Geiger	5
0503		George	Cecilia	F	A	C	50-59	Homemaker	Homemaker	3
0910		Geraci	Christine	F	A		50-59	Administrative Assistant	Pharr & Company	5
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
0501		Maunder	Katherina	F	A	NW	50-59	Homemaker	Homemaker	6
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
0407		Sigler	Vickie	F	A	S	40-49	Customer Service Tech	INCODE	3
0809		Sullivan	Robert	M	A		18-29	Legal Clerk	Lubbock County - JP2	4
1104		Trost	Theresa	F	A		60+	Retired Librarian		3
0612		Walz	John	M	A		60+	Retired Attorney	Retired	
Second Preference:										
0412		Campbell	Bill	M	A	C	40-49	Owner/Manager	Valentine's Building Ser	4
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
0502		Downs	Virginia	F	A	C	30-39	Editor	TTU Outreach & Extend	3
0806		Kelly	David	M	A		30-39	Department Supervisor	Texas Tech University	6
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0411		McDaniel	Dorothy	F	A	C	50-59	Retired		4
0804		Perkins	Terell	M	A			Computer Technician	Lubbock County Informa	5
1204		Ramirez	Rebecca	F	H		30-39	Associate Director	South Plains Communit	3
1011		Wiggins	Gary	M	A		60+	Retired		3
Third Preference:										
1205		Anderson	Keith	M	A		60+	Retired	Retired	
1004		Griswold	Mary	F	A		50-59	Activites/Education Directo	Redr Frame & Art	4
Fourth Preference:										
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
1206		Letalien	Anne	F	A		60+	Retinred Registered Nurse		4
Fifth Preference:										
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
1002		Jones	Tommy	M	A		50-59	Sales	Firetrol Protection Syste	3
0612		Whittenbur	Hank	M	A		40-49	Plumber	Whittenburg Plumbing	4
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
0712		Willis	Roy	M	A		60+	Store Clerk	United Super Market	5
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Sixth Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
0803		McCoy	Gary	M	A	S	50-59	Banking	ABC Bank	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Co	4

Committee #26 Libraries Board

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

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
DISTRICT 1				Curr: 1/27/2011 - 1/1/2014	Y
Bryant Ms. LeEarl	Y	1707 32nd Street Lubbock TX 79411		2nd: - 1st: -	
	N	(806) 744-7657		Fax:	
<i>E-mail</i>			CEL		
DISTRICT 5			<i>Guadalupe Parkway Sommervi</i>	Curr: 1/1/2010 - 1/1/2013	Y
Esqueda Ms. Adela		8314 Hartford Lubbock TX 79423	405 N. MLK Jr. Blvd. Lubbock TX 79403	2nd: - 1st: -	
		(806) 549-2540	(806) 763-3963	Fax: (806) 763-0379	
<i>E-mail</i>		dela-gpnc@hotmail.com	CEL		
DISTRICT 2			<i>Texas Tech Univ. Library</i>	Curr: 1/27/2011 - 1/1/2014	Y
Heinz Ms. Laura	N	4430 80th Street Lubbock TX 79424	M.S. 0002 Lubbock TX 79409	2nd: - 1st: 2/26/2009 - 1/1/2011	
	N	(806) 795-4448	(806) 742-2238	Fax: (806) 742-1964	
<i>E-mail</i>			CEL		
DISTRICT 4				Curr: 3/2/2011 - 1/1/2013	Y
King Mr. David	N	3410 74th Street Lubbock TX 79423		2nd: - 1st: -	
	N			Fax:	
	Y	(806) 535-5141			
<i>E-mail</i>	N		CEL		
MAYOR				Curr: 1/1/2012 - 1/1/2015	Y
McDonald Mrs. Nadine	Y	2816 N. Meadow Drive Lubbock TX 79403		2nd: - 1st: 1/1/2009 - 1/1/2012	
	Y	(806) 762-5011		Fax:	
<i>E-mail</i>			CEL		

Chair/Pres:	Nadine McDonald	Staff Liaison:	Jane Clausen
Vice Chair/V.P.:	Adela Esqueda	Term:	3 Years
Sec./Treasurer:	LeEarl Bryant	Ex-Officio Mbr.:	Jane Clausen (Director of Library)

President of Friends of the Library holds one position, subject to Council approval.

Ralph Shelton 1st Term 05/05-01/06

Committee #26 Libraries Board

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

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
DISTRICT 6			<i>Self-Employed</i>	Curr: 1/27/2011 - 1/1/2014	N
Savage Ms. Karen	Y	4516 7th Street Lubbock TX 79416		2nd: 1/1/2008 - 1/1/2011 1st: 1/27/2005 - 1/1/2008	
	Y	(806) 799-3849 (806) 928-8981 <i>CEL</i>		Fax:	
<i>E-mail glodio@sbcglobal.net</i>					
MAYOR			<i>Walker Communications</i>	Curr: 1/1/2012 - 1/1/2015	N
Shelton Mr. Ralph	Y	2005 25th St Lubbock TX 79411		2nd: 1/1/2009 - 1/1/2012 1st: 1/1/2006 - 1/1/2009	
	Y	(806) 744-5805 <i>CEL</i>	(806) 744-6864	Fax:	
<i>E-mail ralphshelton@nts-online.net</i>					
FRIENDS OF THE LIBRARY				Curr: 5/3/2012 - 6/1/2014	Y
Strickland Ms. Lynne		5828 Erskine St. Lubbock TX 79416 m.l.strickland5@gmail.com		2nd: - 1st: -	
		(806) 795-2726 (806) 407-8229 <i>CEL</i>		Fax:	
<i>E-mail</i>					
DISTRICT 3			<i>Division for Blind Services</i>	Curr: 1/27/2011 - 1/1/2014	Y
Swoboda Mr. Mark	N	3503 39th St Lubbock TX 79413	5121 69th St, Ste A5 Lubbock TX 79424	2nd: - 1st: -	
	N	(806) 792-1432 (806) 283-5428 <i>CEL</i>		Fax:	
<i>E-mail</i>					

Chair/Pres:	Nadine McDonald	Staff Liaison:	Jane Clausen
Vice Chair/V.P.:	Adela Esqueda	Term:	3 Years
Sec./Treasurer:	LeEarl Bryant	Ex-Officio Mbr.:	Jane Clausen (Director of Library)
President of Friends of the Library holds one position, subject to Council approval.			
Ralph Shelton 1st Term 05/05-01/06			

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

Last Update:10/25/2012

LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	100.0% (7)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	86.0% (6)
Female	51.5%	53.0%	26.8%	14.0% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	29.0% (2)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	29.0% (2)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	29.0% (2)
District 6	17.2%	19.9%	16.6%	14.0% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Promotes social welfare of the City through retaining and expanding jobs and businesses, attracting new industry and businesses, promoting long-term employment opportunities, and promoting and developing industrial and manufacturing enterprises, and promoting the common good and general welfare of the people of the City.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Eighmy, Taylor (M,A,3)	N/A	N/A	Replace
May, Van (M,A,1)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Taylor Eighmy and Van May:

Timothy Collins (M,A,6) Collins Tile LLP.

Sonny Garza (M,H,5) City Bank

Lance Nail (M,A,5) Rawls College of Business

Sorted: By Preference

Lubbock Economic Development Alliance, Inc

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
0605		Boyd	Rick	M	A	S	40-49	Banker	First United Bank	4
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1210		Collins	Timothy	M	A		50-59	Contractor	Collins Tile LLP.	6
1202		Conn	Jef	M	A		18-29	Commercial Realtor	Coldwell Banker	4
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
1209		Garza	Sonny	M	H		50-59	Commercial Lender	City Bank	5
1209		Gilbreath	James	M	A		60+	Self Employed	Gilbreath Property Co.	6
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0912		Lynn	Samuel	M	A		40-49	Human Resources Manag	Caprock Home Health S	5
1210		Nail	Lance	M	A		40-49	Academic Dean	Rawls College of Busine	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Co	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Second Preference:										
1005		Davidson	Lea	F	A		50-59	Coordinator Special Events	Texas Tech University	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Group	3
Third Preference:										
0610		Borhani	Marcus	M	O		50-59	Electrical Engineer	X-Fab Texas, Inc	6
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Cooper	5
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
0904		Stanek	Sunshine	F	A		30-39	Prosecutor	District Attorney's Office	5
1011		Watts	Ian	M	A		18-29	Co-Owner/Program Directo	The Door	4
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Fourth Preference:										
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
0803		Langford	Curtis	M	A		40-49	Regional Vice President	Balfour College Division	6
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
Fifth Preference:										
1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
Sixth Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1210		Hankson	Charles	M	AA		60+	Retired Pastor	Goulds Pump	0
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Eighmy Mr. Taylor		3111 21st Street Lubbock TX 79410	Texas Tech University MS 1075 Lubbock TX 79409 (806) 742-3905	Curr: 10/1/2009 - 10/1/2012 2nd: - 1st: - Fax: (806) 742-3947	Y
<i>CELL</i>					
<i>E-mail taylor.eighmy@ttu.edu</i>					
Eubank Mr. Les	Y	4615 102nd Street Lubbock TX 79424	PlainsCapital Bank 5010 University Avenue Lubbock TX 79423 (806) 791-7253	Curr: 10/28/2010 - 10/1/2013 2nd: - 1st: - Fax:	Y
<i>CELL</i>					
<i>E-mail leubank@plainscapital.com</i>					
Gilbreath Mr. James		Jr. 4603 5th Street Lubbock TX 79416 jogjr@sbcglobal.net (806) 787-6051	Gilbreath Property Co. 624 27th Street Lubbock TX 79416 (806) 749-2511	Curr: 10/1/2012 - 10/1/2015 2nd: - 1st: - Fax:	Y
<i>CELL</i>					
<i>E-mail jogjr@sbcglobal.net</i>					
Henry Ms. Sandy	Y	3302 43rd Street Lubbock TX 79413	2579 S. Loop 289, #250 Lubbock TX 79423 (806) 748-1040	Curr: 10/1/2012 - 10/1/2015 2nd: - 1st: 10/1/2009 - 10/1/2012 Fax:	Y
<i>CELL</i>					
<i>E-mail</i>					
May Mr. Van		3402 Canyon Rd Lubbock TX 79403	PCCA 3301 E. 50th St Lubbock TX 79403 (806) 763-8011	Curr: 10/1/2009 - 10/1/2012 2nd: 10/1/2006 - 10/1/2009 1st: 11/7/2005 - 10/1/2006 Fax: (806) 763-7335	N
<i>CELL</i>					
<i>E-mail van.may@pcca.com</i>					

Chair/Pres:		Staff Liaison: Quincy White
Vice Chair/V.P.: Van May		Term: 3 Years
Sec./Treasurer:		Ex-Officio Mbr.:

Committee #104 Lubbock Economic Development Alliance, IncPerm./Temp. Board: **P**

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
McDougal Mr. Mike	Y	2400 Glenna Goodacre Bl Lubbock TX 79401	McDougal Properties 7008 Salem Ave Lubbock TX 79424	Curr: 10/28/2010 - 10/1/2013 2nd: 10/1/2007 - 10/1/2010 1st: 6/9/2006 - 10/1/2007 Fax: (806) 797-5731	Y
	Y	(806) 798-7774	(806) 797-3162		
		CELL			
E-mail mikem@mcDougal.com					
Sharbutt Mr. David	Y	4621 91st Street Lubbock TX 79424	1600 Broadway 4412 74th Street B100 Lubbock TX 79424	Curr: 10/1/2010 - 10/1/2013 2nd: - 1st: 4/1/2009 - 10/1/2010 Fax:	Y
	Y	(806) 783-0133			
	Y	(806) 438-7707	CELL		
E-mail dsharbutt@zona.net					

Chair/Pres:		Staff Liaison:	Quincy White
Vice Chair/V.P.:	Van May	Term:	3 Years
Sec./Treasurer:		Ex-Officio Mbr.:	

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

Last Update:10/29/2012

MARKET LUBBOCK ECONOMIC DEVELOPMENT CORPORATION

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	100.0% (8)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	87.5% (7)
Female	51.5%	53.0%	26.8%	12.5% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	25.0% (2)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	25.0% (2)
District 4	17.0%	17.0%	21.3%	0.0% (0)
District 5	16.7%	19.4%	28.7%	25.0% (2)
District 6	17.2%	19.9%	16.6%	12.5% (1)
Other/Unknown	0.0%	0.0%	3.8%	12.5% (1)

PURPOSE:

Creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within and around the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Eighmy, Taylor (M,A,3)	N/A	N/A	Replace
May, Van (M,A,1)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Taylor Eighmy and Van May:

Tim Collins (M,A,6) Collins Tile LLP.

Lance Nail (M,A,5) Rawls College of Business

Sorted: By Preference

Market Lubbock Economic Development Corporation

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0509		Garcia	Thomas	M	H	C	30-39	Parole Officer	TDCJ - Parole Division	3
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
1206		Wagner	Catherine	F	A		60+	Retired		5
Second Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1210		Collins	Timothy	M	A		50-59	Contractor	Collins Tile LLP.	6
1205		Cude	Bobby	M	A		40-49	IT Manager	CTSI	5
0905		Galbraith	Zach	M	A		30-39	Insurance	Shamburger Agency	6
0910		Hill	June	F	A		40-49	State Farm Agent	June Hill State Farm	6
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Co	4
0912		Porcaro	Richard	M	A		40-49	Management	Great Plains Distributors	0
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5
Third Preference:										
0501		Bounds	Jack	M	A	C	60+	Investments	Jack Bounds Investment	2
1209		Coleman	Kellen	M	AA		30-39	Radio	Gospel Praise Radio	6
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
0614		Metcalf	Kurt	M	A		50-59	General Manager	Overton Hotel	5
Fourth Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
1210		Winter	Kyle	M	A		30-39	Attorney	McClesky, Harriger, Bra	4
Fifth Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comme	4
0612		Walz	Donna	F	A		50-59	Retired	Retired	5
Sixth Preference:										
1206		Barnes	Nitra	F	A		50-59	Accounting Manager	Citibus	4
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
McDougal Mr. Mike	Y	2400 Glenna Goodacre Bl Lubbock TX 79401	McDougal Properties 7008 Salem Ave Lubbock TX 79424	Curr: 10/1/2011 - 10/1/2014 2nd: 10/1/2009 - 10/1/2011 1st: 10/1/2007 - 10/1/2009	Y
	Y	(806) 798-7774	(806) 797-3162	Fax: (806) 797-5731	
		CELL			
E-mail mikem@mcdougal.com					
Meyer Mr. Rob		8603 CR 6920 Lubbock TX 79407	Arbor Inn Lubbock TX	Curr: 10/1/2011 - 10/1/2014 2nd: 10/1/2009 - 10/1/2011 1st: 10/1/2007 - 10/1/2009	Y
		(806) 928-5258	(806) 722-2726	Fax:	
		(806) 928-5258	CELL		
E-mail rob@arborinnandsuites.com					
Sharbutt Mr. David	Y	4621 91st Street Lubbock TX 79424	1600 Broadway 4412 74th Street B100 Lubbock TX 79424	Curr: 10/1/2010 - 10/1/2013 2nd: - 1st: 4/1/2009 - 10/1/2010	Y
	Y	(806) 783-0133		Fax:	
	Y	(806) 438-7707	CELL		
E-mail dsharbutt@zona.net					

Chair/Pres:	Staff Liaison: Quincy White
Vice Chair/V.P.: Van May	Term: 3 Years
Sec./Treasurer:	Ex-Officio Mbr.:

Legal Entity; no limit to number of reappointments. See Article 9, Articles of Incorporation for qualifications of directors

2010-R0196, Directors serve a term of 3 Years; Mike McDougal's 1st term 06.2006-10.2007, Rob Meyer's 1st term 01.2007-10.01.2007

Model Codes & Construction Advisory Board

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	100.0% (12)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	0.0% (0)
Other	15.6%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	100.0% (12)
Female	51.5%	53.0%	26.8%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	0.0% (0)
District 4	17.0%	17.0%	21.3%	42.0% (5)
District 5	16.7%	19.4%	28.7%	33.0% (4)
District 6	17.2%	19.9%	16.6%	25.0% (3)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Reviews the technical provisions of the national model codes proposed by City staff for adoption or amendment, and to forward its recommendations to the City Council for final consideration and action.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Mandry, Tom (M,A,5)	Master Electrician	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Tom Mandry, Master Electrician:

Hall, Jarrod (M,A,1) Hall Electric

Sorted: By Preference

Model Codes & Construction Advisory Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
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First Preference:

1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
0609		Brown	Barry	M	A		40-49	Electrical Contractor	Acme Electric	4
0609		Fetterly	Lyle	M	A		40-49	Director of Facilities	Lubbock County	5
1205		Hall	Jarrold	M	A		40-49	Master Electrician	Hall Electric	1
0609		Harvey	Larry	M	A		40-49	Architect	Chapman Harvey Archit	4
0608		Jones	Roy	M	A		30-39	Commerical Sales Manage	Armstrong Mechanical	3
0609		McKamie	Kenny	M	A		40-49	Electrical Contractor	ServCo Electric	0
0608		Presson	Paul	M	A			Architect	Parkhill, Smith & Coope	5
0610		Saffell	Ted	M	A		50-59	Sec-Treasurer	Module Truck Systems	6
0609		Sanders	Ricky	M	A		18-29	Master Plumber	Hub City Plumbing & Me	0
1005		Smith	David	M	A		30-39	Construction Director	Lee Lewis Construction	5
1205		Stephenson	Pat	M	A		50-59	HVAC Service Manager	Bruce Thornton Air Con	
0609		Walraven	Mark	M	A		30-39	Electrical Contractor	Walraven Electric, Inc	5
0609		Wegman	Drew	M	A			Community Development	Betenbough Homes	5
0610		Wilkerson	David	M	A		40-49	Real Estate Developer	Wilkerson Properties	5
0608		Winn	Brian	M	A			Electrician	Larcon Electric	0

Second Preference:

0610		Borhani	Marcus	M	O		50-59	Electrical Engineer	X-Fab Texas, Inc	6
1002		Jones	Tommy	M	A		50-59	Sales	Firetrol Protection Syste	3
0609		Schellhase	Scott	M	A		50-59	Architect	SLS Partnership	5
0612		Whittenbur	Hank	M	A		40-49	Plumber	Whittenburg Plumbing	4

Third Preference:

1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Coo	4
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Fourth Preference:

Fifth Preference:

Sixth Preference:

Committee #114 Model Codes & Construction Advisory Board

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

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
MEP					
Agnew Mr. Nathan	Y	807 Justice Lubbock TX 79416	Agnew Assoc, Inc 3223 S. Loop 289, #320 Lubbock TX 79423	Curr: 10/1/2011 - 10/1/2014 2nd: - 1st: 10/1/2008 - 10/1/2011 Fax:	N
	Y	(806) 780-8638	(806) 799-0753		
			<i>CELL</i>		
<i>E-mail</i>					
MASTER PLUMBER					
Carpenter Mr. Chris	N	3907 75th Pl Lubbock TX 79423	Armstrong Mechanical Co 710 E. 40th St Lubbock TX 79404	Curr: 10/1/2010 - 10/1/2013 2nd: - 1st: 10/13/2006 - 10/1/2010 Fax: (806) 763-4328	N
	Y		(806) 747-4218		
	N	(806) 799-7608			
	Y		<i>CELL</i>		
<i>E-mail</i>					
REAL ESTATE DEVELOPER					
Craft Mr. Truett	N	5608 Norfolk Lubbock TX 79413	Craft Development 4225 85th St Lubbock TX 79423	Curr: 10/1/2011 - 10/1/2014 2nd: - 1st: 10/1/2008 - 10/1/2011 Fax: (806) 798-9630	N
	N	(806) 796-7001 (806) 438-6848	(806) 794-6800		
			<i>CELL</i>		
<i>E-mail</i>					
WTHBA					
Driskill Mr. Larry		6301 CR 7410 Lubbock TX 79424	Larry Driskill Construction 6301 CR 7410 Lubbock TX 79424	Curr: 10/1/2012 - 10/1/2015 2nd: - 1st: - Fax: (806) 698-0235	Y
		(806) 698-0207 (806) 789-2340	(806) 698-0214		
			<i>CELL</i>		
<i>E-mail larry@driskillhomes.com</i>					
COMMERCIAL GENERAL CONTRACTOR					
Hill Mr. Jeremy		10510 Elkridge Lubbock TX 79424	HASCO Commercial 4612 71st Street Lubbock TX 79424	Curr: 10/1/2010 - 10/1/2013 2nd: - 1st: 5/27/2010 - 10/1/2010 Fax: (806) 797-8541	Y
		(806) 241-9306	(806) 785-1110		
			<i>CELL</i>		
<i>E-mail jhill9125@gmail.com</i>					

Chair/Pres:	Cyril Reasoner	Staff Liaison:	Steve O'Neal
Vice Chair/V.P.:	Bill Maloy	Term:	3 Years
Sec./Treasurer:		Ex-Officio Mbr.:	Chief Building Official / Fire Marshall

Committee #114 Model Codes & Construction Advisory Board

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

	Confidential?	Home	Business		Reappt Elig.
LAA MEMBER					
Maloy Mr. Bill	Y	PO Box 2279 Lubbock TX 79408	Sentry Property Management, I 8008 Slide Rd #16 Lubbock TX 79424	Curr: 12/2/2010 - 10/1/2013 2nd: - 1st: 10/13/2006 - 10/1/2010 Fax: (806) 762-0849	N
	Y	(806) 799-3060	(806) 762-8775		
	Y	CELL			
E-mail billsentry@nts-online.net					
MASTER ELECTRICIAN					
Mandry Mr. Tom	Y	5843 49th St Lubbock TX 79424	Tom Mandry Electric, Inc. 5843 49th St Lubbock TX 79424	Curr: 10/1/2008 - 10/1/2011 2nd: - 1st: 10/13/2006 - 10/1/2008 Fax: (806) 792-6885	N
	Y	(806) 924-7654	(806) 792-3511		
	Y	CELL			
E-mail					
ARCHITECT					
McKay Mr. Joe	Y	5115 2nd St, #12 Lubbock TX 79416	JDMA, Architects 1402 Ave N Lubbock TX 79401	Curr: 10/1/2011 - 10/1/2014 2nd: 10/1/2008 - 10/1/2011 1st: 10/13/2006 - 10/1/2008 Fax: (806) 744-4494	N
	Y	(806) 795-2620	(806) 744-4490		
	N	(806) 535-3711	CELL		
E-mail jmckay@nts-online.net					
OWNER, INDUSTRIAL FACILITY					
Reasoner Mr. Cyril	N	4806 16th St Lubbock TX 79416	Oberkampf Supply 4023 Clovis Rd Lubbock TX 79415	Curr: 10/1/2012 - 10/1/2015 2nd: 10/1/2009 - 10/1/2012 1st: 10/13/2006 - 10/1/2009 Fax: (806) 747-2213	N
	Y	(806) 795-7059	(806) 747-4481		
	Y	CELL			
E-mail					
BLDG FACILITIES MGR					
Robertson Jr. Dr. Berhl	N	4913 76th Street Lubbock TX 79424	Lubbock ISD 1628 19th Street Lubbock TX 79401	Curr: 10/1/2012 - 10/1/2015 2nd: - 1st: 10/8/2009 - 10/1/2012 Fax: (806) 766-1262	N
	N		(806) 766-1092		
	Y	CELL			
E-mail brobertson@lubbockisd.org					

Chair/Pres:	Cyril Reasoner	Staff Liaison:	Steve O'Neal
Vice Chair/V.P.:	Bill Maloy	Term:	3 Years
Sec./Treasurer:		Ex-Officio Mbr.:	Chief Building Official / Fire Marshall

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Committee #114 Model Codes & Construction Advisory Board

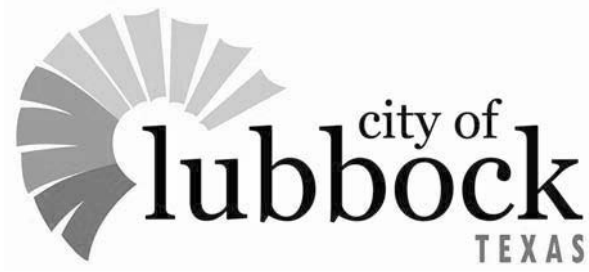
Perm./Temp. Board: **P**

<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
HVAC CONTRACTOR W/ CLASS A LIC Stephens Mr. Scott	7422 93rd St Lubbock TX 79424 (806) 855-6288	Comfort Masters 1101 E. 58th St Lubbock TX 79404 (806) 749-1000	Curr: 10/1/2012 - 10/1/2015 2nd: - 1st: - Fax: (806) 749-1002	Y
<i>E-mail</i>	CELL			
PROFESSIONAL ENGINEER Thoma, Jr. Mr. Rusty	8506 Saratoga Ave Lubbock TX 79424 (806) 794-2263	RTR Engineers, Inc 2574 74th St, Ste 202 Lubbock TX 79423 (806) 745-4881	Curr: 10/1/2012 - 10/1/2015 2nd: - 1st: - Fax: (806) 745-9688	Y
<i>E-mail</i>	CELL			

Chair/Pres: Cyril Reasoner	Staff Liaison: Steve O'Neal
Vice Chair/V.P.: Bill Maloy	Term: 3 Years
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City of Lubbock, Texas Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.