

**City of Lubbock, Texas**  
**Regular City Council Meeting**  
**Thursday, July 11, 2013**

Glen C. Robertson, Mayor  
Karen Gibson, Mayor Pro Tem, District 5  
Victor Hernandez, Councilman, District 1  
Floyd Price, Councilman, District 2  
Todd R. Klein, Councilman, District 3  
Jim Gerlt, Councilman, District 4  
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 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

---

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

**3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.3.6.**

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

1. **Executive Session**

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
  1. 1. 1. Texas Instruments Incorporated - Municipal Settings Designation: former Texas Instruments Facility, 2301 North University Avenue, Lubbock, Texas.
  1. 1. 2. Statement of Intent filed by Atmos Energy Corporation on February 7, 2012, to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas, including but not limited to, the City's ongoing appeal and all related options thereof.
  1. 1. 3. Discuss and hear complaints made by the City Manager against Councilman Victor Hernandez, District 1.
  1. 1. 4. Discuss the City Manager's actions in connection with employee complaints made against Councilman Victor Hernandez, District 1.
  1. 1. 5. Discuss the City Manager's job performance and employment status.
1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
  1. 2. 1. Fire Marshal Office lease.

- 1.3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.
  - 1.3. 1. City Attorney
  - 1.3. 2. City Manager
  - 1.3. 3. City Secretary
  - 1.3. 4. Discuss and hear complaints made by the City Manager against Councilman Victor Hernandez, District 1.
  - 1.3. 5. Discuss the City Manager's actions in connection with employee complaints made against Councilman Victor Hernandez, District 1.
  - 1.3. 6. Discuss the City Manager's job performance and employment status.

2. **Proclamations and Presentations**

- 2.1. Invocation by Minister Lance Bowman, Church of Christ Kings Ridge.
- 2.2. Pledges of Allegiance.
- 2.3. Presentation of a special recognition to Rose Wilson for a lifetime of service and achievement in the Lubbock community.

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. Fred Howell will appear before the City Council to discuss City Council procedures.

4. **Minutes**

- 4.1. May 21, 2013 Special City Council Meeting (EUB)  
June 13, 2013 Regular City Council Meeting

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2013-00061 Amendment 25 amending the Adopted FY 2012-13 Budget respecting the Cable Services Fund to appropriate current revenues.
5. 2. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an industrial tax abatement agreement amendment with Ozark Automotive Distributors, Inc.
5. 3. **Contract Resolution – Public Works Streets:** Consider a resolution authorizing the Mayor to execute contract 11327 with Campbell-West Infrastructure Construction, LLC, for asphalt and concrete patching at various locations, ITB 13-11327-DG.
5. 4. **Resolution - Public Works Water Treatment :** Consider a resolution authorizing the Mayor to execute contract 11361 with Center Point for mowing services at the South Water Treatment Plant (SWTP), ITB 13-11361-CP.
5. 5. **Ordinance 2nd Reading - Right-of-Way:** Consider ordinance 2013-00062 abandoning and closing a 20-foot wide alley in Block 13, O'Neill Terrace Annex Addition.
5. 6. **Contract Resolution - Fleet Services:** Consider three resolutions authorizing the Mayor to execute contract 11247 with Bill Williams Tire, contract 11247-1 with A to Z Tire & Battery, Inc., and contract 11247-2 with Southern Tire Mart, LLC for tire acquisition, installation, and flat-tire repair services, ITB 13-11247-CP.
5. 7. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute contract 11299 with L & R Body Shop for vehicle body repair and paint services, ITB 13-11299-DG.
5. 8. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31015556 with Equipment Southwest Inc. for 32 refuse collection packer bodies, ITB 13-11348-DT.
5. 9. **Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31015351 with Caldwell Country Ford for light-duty vehicle-group 5 per Smartbuy Contract 072-A1.
5. 10. **Contract Resolution - Fleet Services:** Consider four resolutions authorizing the Mayor to execute contract 11258 with Lubbock Truck Sales, contract 11258-1 with McWhorter's, LTD., contract 11258-2 with Warren Cat, and contract 11258-3 with Waste Systems for services for heavy-duty equipment maintenance and repairs, ITB 13-11258-CP.
5. 11. **Contract Resolution - Civic Center:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. (CLI) Board of Directors for the first of two granting periods for the 2013 Cultural Arts Grant Program (CAGP) using Hotel Occupancy Tax funds allocated for FY 2012-13.
5. 12. **Contract Resolution - Aviation:** Consider a resolution authorizing the Mayor to approve an amendment to the lease between the City and EAN Holdings, LLC d/b/a Enterprise Rent-A-Car for additional land area.
5. 13. **Resolution - Transit Services:** Consider a resolution authorizing the Executive Director of Budget to electronically execute a FY 2013 Federal Transit Administration (FTA) Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

5. 14. **Contract Resolution - Police:** Consider a resolution authorizing the Mayor to execute contract 11388 for the purchase of the forms, manuals, and supplies used for breath-testing in the laboratory alcohol and drug testing program, by and between the City and Texas Department of Public Safety (DPS), and related documents.
5. 15. **Ordinance 2nd Reading - Planning:** Ordinance 2013-O0063. Zone Case 3207, a request of GRACO for a zoning change from R-1 to IHC on 49.3 acres of unplatted land out of Block AK, Section 44 (west of West Loop 289, south of 26th Street, and north of 34th Street).
5. 16. **Ordinance 2nd Reading - Planning:** Ordinance 2013-O0064. Zone Case 3095-B, a request of AMD Engineering, LLC (for CB at Lubbock, LP) for a zoning change from IHC to A-3 on 9.566 acres of unplatted land out of Block A, Section 22 (southeast corner of North Utica Avenue and North Loop 289).
5. 17. **Ordinance 2nd Reading - Planning:** Ordinance 2013-O0065. Zone Case 3049-B, a request of AMD Engineering, LLC (for Napoleon Investments, LLC) for a zoning change from R-1(Single Family) to R-1 Specific Use for garden homes on Lots 172 through 179 and R-2 on Lots 164 through 171 and 180 through 187, Fox Ridge Addition (9801-9808 Avenue W, 9801-9808 Vernon Avenue, and 9801-9808 Avenue V).
5. 18. **Ordinance 2nd Reading - Planning:** Ordinance 2013-O0067. Zone Case 3047-G, a request of AMD Engineering, LLC (for Oakmont Estates Investments of Lubbock) for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes on 2.22 acres of unplatted land out of Block E-2, Section 23 (Vale Avenue between Vicksburg Avenue and 116th Street).
5. 19. **Ordinance 2nd Reading - Planning:** Ordinance 2013-O0066. Zone Case 3047-H, a request of AMD Engineering, LLC (for Estates at Vintage, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes on 1.25 acres of unplatted land out of Block E-2, Section 23 (Troy Avenue between 118th Street and 120th Street).
5. 20. **Ordinance 2nd Reading - Planning:** Ordinance 2013-O0068. Zone Case 2622-B, a request of Jimmy Owens for a zoning change from garden office to C-2 Specific Use for a veterinary clinic on the west 50 feet of Lot 265, Gatewood Addition (2736 82nd Street).
5. 21. **Ordinance 2nd Reading - Planning:** Ordinance 2013-O0069. Zone Case 3160-A, a request of Taylor Chemical Ltd. for a zoning change from M-2 Specific Use for a fertilizer plant to M-2 Specific Use for a chemical plant (sanitation chemicals) on 25 acres of unplatted land out of Block S, Section 2 (north of 66th Street and west of East Loop 289).
6. **Regular Agenda**
  6. 1. **Public Hearing 6:30 p.m. - Planning:** Conduct a public hearing and consider a petition for annexation from Real Property Resources and KPA Ministries, Inc. to annex a parcel approximately 80 acres adjacent to the City limits north of 130th Street (FM 1585) east of Flint Avenue.
  6. 2. **Public Hearing - Police Department:** Conduct the first of two public hearings to receive comments on the Juvenile Curfew Ordinance, which was recodified in 2012.

6. 3. **Resolution – Public Works Water Resources:** Consider a resolution approving the Texas Instruments Incorporated application to the City of Lubbock for a Municipal Settings Designation (MSD) and supporting the same MSD application to Texas Commission on Environmental Quality (TCEQ) for property located at 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Additions, Lubbock, County, Texas.
6. 4. **Ordinance 2nd Reading – Public Works Water Resources:** Consider an Ordinance 2013-00058 prohibiting the potable use of groundwater and placing specific restrictions on the non-potable use of groundwater beneath the property of the former Texas Instruments Facility, 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Additions, Lubbock, County, Texas.
6. 5. **Resolution - Councilman Todd Klein:** Consider a resolution amending Lubbock City Council Resolution No. 2013-R0146 by adding language requiring the timely presentation of certain financial impact and related information in connection with items to be considered by the Lubbock City Council.
6. 6. **Board Appointments - City Secretary:** Consider 15 appointments to the Citizen Advisory Committee 2014.
6. 7. **Board Appointments - City Secretary:** Appoint the Chair, or Co-Chairs, to the Citizen Advisory Committee 2014.
6. 8. Discuss, hear, and take action regarding complaints made by the City Manager against Councilman Victor Hernandez, District 1.
6. 9. Discuss, hear, and take action regarding the City Manager's action in connection with employee complaints made against Councilman Victor Hernandez, District 1.
6. 10. Consider and take action with respect to options available to the City of Lubbock in connection with the employment of the City Manager, including without limitation, disciplinary action, up to and including termination, or exercising the City's options pursuant to a Severance Agreement made with the City Manager dated on or about September 21, 2005.
7. **Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.**
  7. 1. Presentation and discussion of the Proposed FY 2013-14 Operating Budget and Capital Program; and discuss all funds and operations of the City.
  7. 2. Presentation by the Libraries Board and the Texas Tech College of Architecture regarding recommendations concerning the current and future status of the Godeke Branch Library and other library system topics.
  7. 3. Presentation and discussion regarding annexation provisions in State law and related policies or practices of the City relating to past annexations and potential future annexations.

7. 4. Initial report by the Oil and Gas Citizen Advisory Committee regarding its current and future activities, in order to analyze both the current methods of exploration, development, and production of oil and gas, including methods of hydraulic fracturing and horizontal drilling, within the City, and the necessary regulatory amendments to the current oil and gas ordinance and the permitting process.

**CITY OF LUBBOCK  
SPECIAL CITY COUNCIL MEETING  
May 21, 2013  
2:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 21st day of May, 2013, at Lubbock, Power, & Light (LP&L), 1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas at 2:00 p.m.**

**2:00 P.M. CITY COUNCIL CONVENED  
Lubbock, Power, & Light (LP&L), 1301 Broadway, 2nd Floor Conference  
Room, 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; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Council Member Victor Hernandez; Council Member Floyd Price

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

*Note: The Electric Utility Board addressed agenda items in the following order:*

- 1.1; Executive Session; and 3.1-3.11

**1. MINUTES**

- 1. 1.** Approval of the minutes of the Special Electric Utility Board meetings of April 1, 2013; April 22, 2013; and May 9, 2013 and the Regular Electric Utility Board meeting of April 30, 2013.

Motion by Carroll McDonlad, seconded by Emilio Abeyta, to approve the Special EUB meetings of April 1, 2013; April 22, 2013; and May 9, 2013; and the April 30, 2013 Regular EUB meeting minutes.

**2. EXECUTIVE SESSION**

**The meeting was called into a closed session at 2:03 p.m. under the provisions of Section 551, Texas Government Code. The meeting reconvened into a public session at 2:30 p.m.**

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

- 2. 1. 1.** Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling and related agreements and related agreements including the following:

- a. Discuss and the board will take action on RFP# 7109-13-ELP for LP&L production emissions monitoring equipment for Cooke Station.

b. Discuss and the board will take action on RFP# 7131-13-ELP for welding and overhaul services for steam turbine at Massengale Station.

2. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
2. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Appeal Case No. 07-12-0438-CV of Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock).

3. **REGULAR SESSION**

3. 1. Update/report by the CEO/Director of Electric Utilities regarding the rate approval; update and timeline for developing future generation assets and supply; effect of new developments in LP&L service territory and its effect on LP&L resources and workload.

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

3. 2. Report by the LP&L Strategic Planning Committee regarding public comment period and discuss and the board will take possible action on amending the Electric Utility Board's Rules, Policies and Procedures regarding a public comment period.

Matt Wade, General Counsel for LP&L, gave comments and answered questions from the board. The board will take a vote on this item at the June EUB Meeting.

3. 3. Discuss and deliberate the preliminary budget for LP&L for FY 2013-2014.

Chad Sales, Electric Utility Financial Analyst, gave a presentation and answered questions from the board. Daminan Pantoya, Financial Director, Electric Utilities; and Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the board.

3. 4. Discuss and deliberate the budget for shared services between the City of Lubbock and LP&L for FY 2013-2014 and receive general comments or guidance from the Electric Utility Board to the LP&L staff regarding the same.

Chad Sales, Electric Utility Financial Analyst, gave a presentation and answered questions from the Board. Pam Moon, Director of Finance; and Dale Stephens, Director of Transmission and Distribution for LP&L, gave comments and answered questions from the board.

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

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

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

Damian Pantoya, Financial Director, Electric Utilities, gave a presentation and answered questions from the board.

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

Dale Stephens, Director of Transmission and Distribution for LP&L, gave a presentation and answered questions from Council.

3. 8. The board will consider a resolution authorizing the award of RFP# 7124-13-ELD to Deerwood Construction Inc. for LP&L trenching, boring and excavation services – annual pricing.

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

Motion by Carroll McDonald, seconded by Clayton Isom, to award the RFP to Deerwood Construction Inc. as presented.

**Vote:** 8 - 0 Motion carried by the board.

3. 9. The board will consider a resolution appointing a member to the City of Lubbock's Audit Committee.

Motion by Emilio Abeyta, seconded by Carroll McDonald, to appoint Suzanne Blake to the City of Lubbock's Audit Committee.

**Vote:** 8 - 0 Motion carried by the board.

3. 10. Discuss and the board will take action on the Lubbock Power & Light Purchasing Policy pursuant to Texas Local Government Code §252.022(c).

Motion by Carroll McDonald, seconded by Dwight McDonald to approve the policy as presented.

**Vote:** 8 - 0 Motion carried by the board.

3. 11. Discuss and deliberate general operating policies affecting Lubbock Power & Light including human resources policies, personnel policies, compensation plans and policies.

Dale Stephens, Director of Transmission and Distribution for LP&L; Matt Wade, General Counsel for LP&L; and Sam Medina, City Attorney gave comments and answered questions from the Board.

#### **4:16 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**  
**June 13, 2013**  
**3:00 P. M.**

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

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

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

Note: Council Member Floyd Price arrived at 3:19 p.m. in Executive Session.

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

- *Executive Session; 2.1-2.3; 2.5; 2.4; and 2.6; Citizen Comments (3.1-3.2); Sign-ups (3.3); 4.1; 5.1.1-5.1.2; 5.3-5.6; 5.8-5.10; 5.13-5.15; 5.18; 5.20; 5.1-5.2; 5.7; 5.11-5.12; 5.16-5.17; 5.19; 6.1-6.12; and 7.1.*
- *Item 6.6 was postponed indefinitely.*

**1. Executive Session**

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

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
  1. 1. 1. Omni Building located 1208 14th Street.
  1. 1. 2. Discuss and hear complaints made by the City Manager against Councilman Victor Hernandez, District 1.
  1. 1. 3. Discuss the City Manager's actions in connection with employee complaints made against Councilman Victor Hernandez, District 1.
  1. 1. 4. Discuss the City Manager's job performance and employment status.
  1. 1. 5. City of Lubbock Charter, Chapter 1, Article IV, Section 2 - Officers Subject to Recall.

1. 1. 6. City of Lubbock Charter, Chapter 1, Article XII, Section 1 - Electric Utility Board and Sections 2.03.411-2.03.418 of the Lubbock City Code.
1. 1. 7. Cause No. 5-11-00935-CV - ICON Benefit Administrators II, L.P., American Administrative Group, Inc., and HealthSmart Preferred Care, II, L.P. v. Joella Mullin, Stanley Self, Andrea Davenport, Lee Ann Dumbauld, Scott Snider, Leisa Hutcheson, David Miller, and City of Lubbock.
1. 1. 8. Cause No. 03-11-00459-CV - ICON Benefit Administrators II, L.P.; American Administrative Group, Inc; and HealthSmart Preferred Care, II, L.P. v. Greg Abbott, Attorney General of Texas; and the City of Lubbock.
1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
1. 2. 1. Discussion regarding the property located at 1601 Mac Davis Lane and the associated parking lot across the street.
1. 2. 2. Omni Building located at 1208 14th Street.
1. 2. 3. Police headquarters.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.
1. 3. 1. Discuss and hear complaints made by the City Manager against Councilman Victor Hernandez, District 1.
1. 3. 2. Discuss the City Manager's actions in connection with employee complaints made against Councilman Victor Hernandez, District 1.
1. 3. 3. Discuss the City Manager's job performance and employment status.

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

**2. Proclamations and Presentations**

2. 1. Invocation by Pastor Jim Brown, Monterey Baptist Church.  
  
Pastor Jim Brown, Monterey Baptist Church, led the invocation.
2. 2. Pledges of Allegiance.  
  
Pledges of Allegiance were given by those in Council Chambers to the United States flag and the Texas flag.
2. 3. Broadway Festivals will present an invitation to the City Council and Lubbock citizens to attend the 4th on Broadway festivities.  
  
Suzanne Comer, 2013 Parade Chairperson; and Chris Pollock, Event Chairperson, appeared before Council to invite everyone to this year's 4th on Broadway festivities. Ms. Comer spoke about this year's parade and formally invited everyone to participate.

2. 4. Presentation of a special recognition to the Texas Hunger Initiative.

Council Member Todd R. Klein presented a special recognition to the Texas Hunger Initiative. Grace L. Norman, Child Hunger Outreach Specialist, The Texas Hunger Initiative; Rachel Wilkerson, Lubbock Regional Director for the Texas Hunger Initiative; Joseph Saahene, AmeriCorps VISTA member; and Keith Podrebartz, AmeriCorps VISTA member, appeared to accept the recognition. Ms. Norman gave comments on the importance of the Texas Hunger Initiative in feeding kids during the summer and gave contact information to support the initiative.

2. 5. Presentation of a special recognition to Mackenzie Mills as an outstanding Lubbock youth.

Council Member Latrelle Joy presented a special recognition to Mackenzie Mills as an outstanding Lubbock youth. Ms. Mills appeared to accept the recognition.

2. 6. Junked Vehicle Compliance Board:  
Stephen Leist (unable to attend)

Keep Lubbock Beautiful Advisory Committee:  
Nitra Barnes

Park & Recreation Board:  
Beth Bridges  
Jim Douglass  
Peter Laverty

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. John McGee will appear before the City Council to discuss the Oil and Gas Citizen Advisory Committee.

John McGee appeared before Council to discuss the Oil and Gas Industry and Advisory Committee.

3. 2. Maurice Stanley will appear before the City Council to discuss selective economics.

Maurice Stanley appeared before Council to discuss downtown redevelopment and selective economics.

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

- John Robison appeared before Council to speak in favor of tornado sirens.
- Fred Howell appeared before Council to discuss City management.
- Thomas Callahan appeared before Council to discuss texting while driving.
- Deanne Clark, Joyce Sharp, and Burley Owen appeared before Council to discuss Imagine

Lubbock Together.

- Mikel Ward appeared before Council to discuss Imagine Lubbock Together and various City budget issues.
- Jacqueline Moore appeared before Council to discuss the LP&L power outage from the June 5, 2013 thunderstorms.

#### 4. Minutes

4. 1. February 12, 2013 Special City Council Meeting (Audit & Investment).  
April 30, 2013 Special City Council Meeting (EUB)  
May 9, 2013 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve the February 12, 2013 Special City Council Meeting minutes (Audit & Investment); the April 30, 2013 Special City Council Meeting minutes (EUB); and the May 9, 2013 Regular City Council Meeting minutes.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve items 5.1.1-5.1.2; 5.3-5.6; 5.8-5.10; 5.13-5.15; 5.18; and 5.20.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2013-O0053, Amendment 24, amending the FY 2012-13 Budget respecting the Capital Program to establish Capital Improvement Project 92322, Erskine Street - Indiana Avenue to Quaker Avenue, and appropriate funding as required by the project design contract; and respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) Grant.

Keith Smith, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0053.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

5. 1. 1. **Resolution - Street Engineering :** Resolution No. 2013-R0176 authorizing the Mayor to execute contract 11362, an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT), for the design of Erskine Street from Indiana Avenue to Quaker Avenue.

5. 1. 2. **Resolution - Community Development** : Resolution No. 2013-R0177 authorizing the Mayor to execute a contract and all related documents with the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP), Contract No. 58120001681, to fund utility assistance programs for low-income families and individuals.

5. 2. **Contract Resolution – Public Works Engineering** : Resolution No. 2013-R0178 authorizing the Mayor to execute contract 11288 with Western Summit Constructors, Inc. for the construction of the first phase (Contract A) of Bailey County Well Field Supply Pipeline, RFP 13-11288-MA.

Keith Smith, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0178.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

5. 3. **Ordinance 2nd Reading – Right-of-Way** : Ordinance No. 2013-O0054 abandoning and closing a portion of a ditch easement and slope easement in Section 44, Block AK, Lubbock County Texas, 6010 34th Street.

5. 4. **Ordinance 2nd Reading – Right-of-Way** : Ordinance No. 2013-O0055 abandoning and closing a temporary garbage service easement in Section 22, Block E-2, 4001 124th Street.

5. 5. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2013-O0059 abandoning and closing a Lubbock Power and Light transformer pad easement located in the southeast corner of Lot 22, Reserve at Ravenwood Addition, easement location, 4005 104th Street.

5. 6. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2013-O0060 abandoning and closing a drainage easement located in Section 4, Block AK, south of FM 1585 and east of Norfolk Avenue, 135th and Norfolk.

5. 7. **Resolution - Right-of-Way** : Resolution No. 2013-R0179 authorizing the Mayor to execute a Deed Without Warranty in favor of D-C Wrecking LLP, in Section 14, Block A, for a 0.99 acre tract of land, 4700 Block Hwy 84.

Keith Smith, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0179.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

5. 8. **Resolution - Right-of-Way** : Resolution No. 2013-R0170 authorizing the Mayor to execute an alley use license with French Twist, L.L.C., for the use of a dedicated alley for a grease trap interceptor, 4408 19th Street.

5. 9. **Ordinance 2nd Reading- Building Inspection:** Ordinance No. 2013-O0056 amending Chapter 28 of the Code of Ordinances with regard to the adoption of the 2011 National Electrical Code (NFPA 70) governing the installation, maintenance and repair of electrical systems.

5. 10. **Ordinance 2nd Reading - Building Inspection** : Ordinance No. 2013-O0057 amending Article 2.03 Division 14 of the Code of Ordinances with regard to the Building Board of Appeals: providing for alternate members, vesting additional authority, and establishing procedures for the conduct of hearings.

5. 11. **Contract Resolution - Facilities** : Resolution No. 2013-R0180 authorizing the Mayor to execute Job Order Contract 13-11312-JOC with Minnix Commercial Partners, LTD., of Lubbock, Texas, for the Police Academy Asbestos Abatement and New Floor Covering Installation.

Mark Yearwood, Assistant City Manager; and Roger Ellis, Police Chief, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0180.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

5. 12. **Contract Resolution - Facilities** : Resolution No. 2013-R0181 authorizing the Mayor to execute contract 11300 with Stiles, Wallace & Associates (SWA), for professional engineering services associated with Animal Shelter Extension located at 3323 South East Loop 289.

Quincy White, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0181.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

5. 13. **Contract Resolution - Human Resources** : Resolution No. 2013-R0171 authorizing a one-year extension to contract 9721 for employee-paid long-term disability (LTD) with the Prudential Insurance Company of America.

5. 14. **Resolution - Community Development** : Resolution No. 2013-R0172 authorizing the Mayor to execute a Community Development Funding Contract and all related documents with LIFE Run Centers to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

5. 15. **Resolution - Community Development** : Resolution No. 2013-R0173 authorizing the Mayor to execute a Community Development Funding Contract and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

5. 16. **Contract Resolution – Fleet Services** : Resolution No. 2013-R0182 authorizing the Mayor to execute purchase order contract 31015164 with Warren CAT for a D8T track-type tractor dozer.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0182.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

- 5. 17. Contract Resolution - Fleet Services :** Resolution No. 2013-R0183 authorizing the Mayor to execute contract 11252 with Acme Auto Leasing, LLC for the Vehicle Lease Program, RFP 13-11252-DT.

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0183.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

- 5. 18. Contract Resolution - Fleet Services :** Resolution No. 2013-R0174 authorizing the Mayor to execute contract 10001 with Enprotec/Hibbs & Todd, Inc. Corporation (eHT) for professional engineering services related to the renovations and improvements to the City fuel site, RFQ 11-10001-MA.

- 5. 19. Contract Resolution - Fleet Services :** Resolution No.'s 2013-R0184 and 2013-R0185 authorizing the Mayor to execute purchase order contract 31015159 with Roberts Truck Center and purchase order contract 31015160 with Lubbock Truck Sales, Inc. for various heavy duty trucks with service bodies, Bid 13-11289-DT.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No.'s 2013-R0184 and 2013-R0185 with the following amendment:

- to award Items 2 and 4 to Lubbock Truck Sales; and award items 1, 3, 5, and 6 to Roberts Truck Sales, Inc.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

- 5. 20. Resolution - Civic Center :** Resolution No. 2013-R0175 authorizing the Mayor to execute contract 11366 Professional Services Agreement with Chapman Harvey Architects, Inc. (CHA), for renovations to the Lubbock Memorial Civic Center.

## **6. Regular Agenda**

- 6. 1. Public Hearing 6:30 p.m. - Community Development :** Hold a public hearing to consider the Community Development and Services Board's (CDSB) recommendations for the program funding for FY 2013-14 Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), Emergency Solutions Grant Program (ESG), and previously generated program income.

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

Mayor Robertson opened the public hearing at 7:45 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:46 p.m.

- 6. 2. Public Hearing 6:30 PM. – Community Development :** Hold a public hearing to consider a revision to Urban Renewal Land Use Plan Area 23 under Amendment 2 to revise all properties from residential, multi-family and commercial properties to Commercial/Interstate Highway Commercial (IHC) land use in the 300 blocks bounded by the Marsha Sharp Access Road on the south; by University Avenue on the west; by 3rd Street on the North; and the alley west of Avenue Q on the east in Block 3 of the J. H. Dodson Subdivision of the Roberts & McWhorter Addition to the City of Lubbock, excluding Tract “A,” in the A. R. Addition previously approved November 17, 1977 and first amended July 12, 2012 by the City Council of Lubbock.

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

Mayor Robertson opened the public hearing at 7:47 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:47 p.m.

- 6. 3. Resolution - Community Development :** Resolution No. 2013-R0186 authorizing the Mayor to execute an amendment to the Urban Renewal Land Use Plan 23, as Amendment 2, to revise all properties from residential, multi-family and commercial properties to Commercial/Interstate Highway Commercial (IHC) land use in the 300 blocks bounded by the Marsha Sharp Access Road on the south; by University Avenue on the west; by 3rd Street on the North; and the alley west of Avenue Q on the east in Block 3 of the J. H. Dodson Subdivision of the Roberts & McWhorter Addition to the City of Lubbock, excluding Tract “A,” in the A. R. Addition previously approved November 17, 1977, and first amended July 12, 2012, by the City Council of Lubbock.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0186.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

- 6. 4. Declaration of Diaster - City Attorney :** Resolution No. 2013-R0187 ratifying and renewing the Joint Declaration of Diaster concerning the countywide June 5, 2013, wind storm event.

Motion by Council Member Todd R. Klein, seconded by Council Member Victor Hernandez to approve Resolution No. 2013-R0187.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

- 6. 5. Resolution - Mayor Glen Robertson and Mayor Pro Tem Karen Gibson :** Resolution No. 2013-R0188 authorizing the creation of, and appointment of members to, a Tornado Warning Task Force, to study and evaluate the current notification and warning procedures and systems for tornadoes and make recommendations to the City Council to address what improvements or upgrades may be required.

Jay Parchman, Director of Emergency Management, gave comments and answered questions from

Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0188 with the following amendment proposed by Councilman Victor Hernandez:

- that the Task Force present their finding to the Council by October 1, 2013.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

- 6. 6. Ordinance 1st Reading - Mayor Pro Tem Gibson, Councilman Hernandez and Councilman Gerlt :** Consider an ordinance amending Chapter 20 (Traffic) of the Code of Ordinances with regard to creating Article 20.12, to restrict the use of wireless communication devices for text-based communication while operating a motor vehicle.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to postpone this item indefinitely.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

- 6. 7. Resolution - Councilman Victor Hernandez :** Resolution No. 2013-R0189 creating the Citizen Advisory Committee to study the capital improvement needs of the City of Lubbock for a proposed May 2014 bond election, and take appropriate action.

Council Member Victor Hernandez gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0189 with the following amendments:

- to strike "May 2014 Bond Election" and insert "November 2014 Bond Election", and
- to insert "the second meeting in June, 2014" to read as follows: "The Committee shall make its final report to the Lubbock City Council no later than the second meeting in June, 2014."

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

- 6. 8. Recall Petition - City Secretary :** Submission by the City Secretary of the Recall Petition to Recall District 1 Councilperson Victor Hernandez.

Rebecca Garza, City Secretary, gave comments regarding the Recall Petition to Recall District 1 Councilperson Victor Hernandez.

- 6. 9. Resolution - City Secretary :** Resolution No. 2013-R0190 ordering a special election to be conducted November 5, 2013 for the purpose of submitting the recall of District 1 Councilperson Victor Hernandez to the qualified voters of District 1.

Motion by Council Member Victor Hernandez, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0190.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

**6. 10. Board Appointment - City Secretary :** Appoint the Chairperson of the Oil & Gas Citizen Advisory Committee.

Nominations were taken as follows for the Oil & Gas Citizen Advisory Committee Chairperson:

Zach Brady, Dr. Ann Epstein, and Dr. Steve Presley

Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez to cease nominations.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

Votes were taken as follows:

Zach Brady: Mayor Robertson, Mayor Pro Tem Gibson, and Council Member Price

Dr. Ann Epstein: Council Members Hernandez and Joy

Dr. Steve Presley: Council Member Klein

Zach Brady was declared appointed as the Chairperson for the Oil & Gas Advisory Committee.

**6. 11. Board Appointments - City Secretary :** Consider five appointments to the City of Lubbock-Lubbock County Law Enforcement Facilities Task Force.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to appoint Roger Ellis, Police Chief; and Kelly Rowe, Lubbock County Sheriff.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

Nominations and votes were taken as follows for the remaining three At Large positions:

Maurice Stanley: Mayor Robertson, Mayor Pro Tem Gibson, and Council Members Hernandez, Joy, Klein, and Price.

Burley Owen: Council Members Joy and Klein.

Bill Townley: Mayor Robertson, Mayor Pro Tem Gibson, and Council Members Hernandez, Joy, and Price.

David Guinn: Mayor Robertson, Mayor Pro Tem Gibson, and Council Members Hernandez, Joy, Klein, and Price.

The three At Large Positions will be Maurice Stanley, Bill Townley, and David Guinn.

**6. 12. Board Appointment - City Secretary :** Declare one appointment by the Electric Utility Board to the Audit & Investment Committee, "Suzanne Blake."

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to appoint Suzanne Blake, Electric Utility Board Member, to the Audit & Investment Committee.

**Vote:** 6 - 0 Motion carried

Other: Council Member Jim Gerlt (ABSENT)

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

**7. 1.** Presentation by Lubbock Libraries Board with recommendations concerning the status of the Godeke Branch Library and other library system topics.

Laura Heinz, Library Board Chairperson, gave comments and recommendations regarding the status of the Godeke Branch Library.

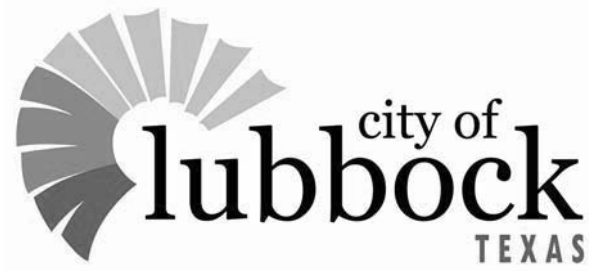
**8:46 P.M. CITY COUNCIL ADJOURNED**

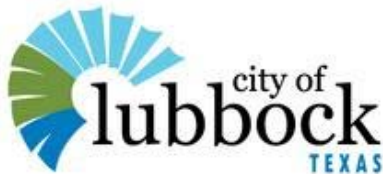
There being no further business to come before Council, Mayor Robertson adjourned the meeting.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary





**Regular City Council Meeting**

**5. 1.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2013-00061 Amendment 25 amending the Adopted FY 2012-13 Budget respecting the Cable Services Fund to appropriate current revenues.

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

Amend the FY 2012-13 operating budget in Fund 174, Cable Services Fund, by appropriating \$252,427 in revenues and increasing the operating fund expenses by \$252,427, from \$0 to \$252,427, for the purchase of specialized equipment and technology for the City's government access channel. The City began collecting the Public, Education, and Government (PEG) access channel fees from cable television service providers operating inside the City limits at the end of the 2011-12 fiscal year. State law specifies that the money can only be used for PEG access channel capital expenditures.

Suddenlink was granted a state issued franchise by the Public Utilities Commission (PUC) on June 22, 2012. Since Suddenlink was the incumbent cable service provider, this triggered the requirement in Texas Utilities Code Section 66.006(b) that each holder of a state issued certificate of franchise authority "shall pay a municipality in which it is offering cable service or video service one percent of the provider's gross revenues..." Other cable companies that began paying this PEG fee beginning in July include AT&T and NTS.

**Fiscal Impact**

Included in item summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

---

**Attachments**

Budget Ordinance Amendment 25

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CABLE SERVICES FUND TO APPROPRIATE CURRENT REVENUES; 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 #25) for municipal purposes, as follows:

- I. Amend the FY 2012-13 operating budget in Fund 174, Cable Services Fund, by appropriating \$252,427 in revenues and increasing the operating fund expenses by \$252,427, from \$0 to \$252,427, for the purchase of specialized equipment and technology for the City's government access channel. The City began collecting the Public, Education, and Government (PEG) access channel fees from cable television service providers operating inside the City limits at the end of FY 2011-12.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on \_\_\_\_\_.


Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

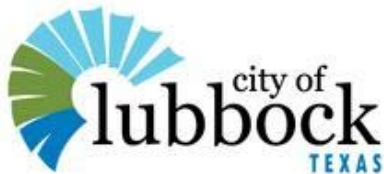
\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock  
Executive Director of Budget

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims  
Assistant City Attorney



**Regular City Council Meeting**

**5. 2.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Resolution - Finance:** Consider a resolution authorizing the Mayor to execute an industrial tax abatement agreement amendment with Ozark Automotive Distributors, Inc.

**Item Summary**

On June 27, 2013, the City Council approved the Notice of Intent to the other taxing jurisdictions.

Due to changes in the economy, along with improved efficiency within the distribution center, Ozark Automotive Distributors, Inc. (Ozark) is not in compliance with the jobs portion of the tax abatement agreement. To bring the company into compliance, an amendment is proposed to decrease the required number of jobs to be created and to decrease the number of years the abatement is for from ten years to eight years. Four years will remain for the tax abatement after this amendment is approved.

**Fiscal Impact**

The amendment of the tax abatement contract will decrease the total projected abatement by approximately \$37,470.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

---

**Attachments**

Resolution - Ozark Amendment

---

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amendment to the Tax Abatement Agreement with Ozark Automotive Distributors, Inc. and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.


Passed by the City Council on \_\_\_\_\_, 2013.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock,  
Executive Director of Budget

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Linda L. Chamales,  
Economic Development Attorney

LC: cityatt / Linda / Res-Tax Abatement Amendment-Ozark  
March 13, 2013

STATE OF TEXAS §

COUNTY OF LUBBOCK §

## **AMENDMENT TO TAX ABATEMENT AGREEMENT**

This Agreement is entered into by the **CITY OF LUBBOCK** (referred to herein as “City”), a Home Rule Municipality of Lubbock County, Texas and **OZARK AUTOMOTIVE DISTRIBUTORS, INC.** (hereinafter called “Company”)

WHEREAS, City and Company executed a Tax Abatement Agreement on March 13, 2008, granting a ten year declining scale tax abatement; and

WHEREAS, City desires to amend the terms of the Agreement by reducing the number of years in the tax abatement schedule; and

WHEREAS, Company desires to amend the terms of the Agreement by reducing the number of jobs created;

NOW THEREFORE, City and Company agree to the following amendments to the Tax Abatement Agreement:

1. Section 1 entitled “Term” is replaced by the following section:

“SECTION 1. Term. This Agreement shall commence January 1 of the tax year after the required improvements are substantially completed and shall expire eight (8) years after said date.”

2. Section 9 entitled "Job Creation" is replaced by the following section:

"SECTION 9. Job Creation. Company agrees to create 185 new jobs in Lubbock at the facility on the Property between March 13, 2008 and August 1, 2013, and retain those jobs for the term of the tax abatement."

3. Section 11 entitled "Portion of Tax Abated" is replaced by the following section:

"SECTION 11. Portion of Tax Abated. City agrees, during the term of this Agreement, to abate taxes on eligible property according to the following schedule:

Year 1:	100%
Year 2:	90%
Year 3:	80%
Year 4:	70%
Year 5:	60%
Year 6:	50%
Year 7:	40%
Year 8:	30%

Executed on \_\_\_\_\_, 2013.

CITY OF LUBBOCK

OZARK AUTOMOTIVE  
DISTRIBUTORS, INC.


BY: \_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

BY:   
ED RANDALL,  
Director of Property Management


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

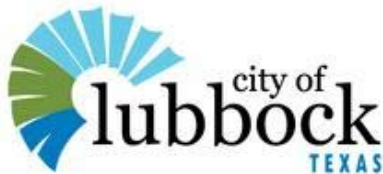
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Cheryl Brock,  
Executive Director of Budget

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Linda Chamales,  
Economic Development Attorney

LC: cityatt/Linda/Amendment Ozark Tax Abatement Agreement  
June 5, 2013



**Regular City Council Meeting**

**5. 3.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Contract Resolution – Public Works Streets:** Consider a resolution authorizing the Mayor to execute contract 11327 with Campbell-West Infrastructure Construction, LLC, for asphalt and concrete patching at various locations, ITB 13-11327-DG.

**Item Summary**

The contract involves removing and replacing failed areas with black base, hot mix, and concrete at various locations throughout the City. Handicap ramps will also be installed at several of these locations, as needed. The removal and replacement is necessary to maintain the street infrastructure.

Bids were received from the following contractors:

Campbell-West Infrastructure Construction, LLC of Lubbock, TX	\$ 640,181
Lone Star Dirt & Paving, Ltd. of Lubbock, TX	791,360
Allen Butler Construction, Inc. of Lubbock, TX	802,179
West Texas Paving, Inc. of Lubbock, TX	822,500

The contract is awarded by unit price. The total amount of the award is based on estimated quantities, and actual expenditures may be more or less depending on actual needs. The price per unit will not change and expenditures will not exceed appropriated funds.

Staff recommends contract award to lowest bidder, Campbell-West Infrastructure Construction, LLC of Lubbock, TX, for \$640,181. Time for completion is 120 consecutive calendar days with liquidated damages of \$1,044 per day.

**Fiscal Impact**

\$28,022,068 is appropriated in Capital Project 92248, Phase II Street Maintenance Program, with \$640,181 available for this contract.

**Staff/Board Recommending**

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

---

**Attachments**

- Resolution & Bid Form - Campbell-West
  - 92248 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. 11327 for asphalt and concrete patching at various locations, by and between the City of Lubbock and Campbell-West Infrastructure Construction, 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:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Campbell West  
June 19, 2013

**BID SUBMITTAL FORM  
UNIT PRICE BID CONTRACT**

DATE: 6/17/2013

ITB 13-11327-DG Asphalt and Concrete Patching at Various Locations

Bid of Campbell - West Infrastructure (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 Asphalt and Concrete Patching at Various Locations, 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	ESTIMATED QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
1	30" Curb and Gutter, Class B (3,000 psi@7 Days) 30' wide separate gutter or Sawtooth curb & gutter, including labor, equipment, removal and disposal of existing material, sub grade preparation, complete in place.	2000	LF	26 <sup>20</sup>	52,400 <sup>00</sup>
2	Valley Gutters and Fillets, 8" reinforced Class B concrete (3,000 psi @ 7 days) (see section 2, item 10 of the specifications for reinforcement information); including Labor, equipment, removal and disposal of existing material, subgrade preparation, complete in place	3500	SY	68 <sup>54</sup>	<del>243,400<sup>00</sup></del>
3	Placement of 2 sack flowable fill 6" depth, including labor, equipment, removal and disposal of asphaltic surface, caliche base and subgrade (if soft or unstable) to depth of 7 1/2" and replacing with 6" of 2 sack flowable fill.	1000	SY	70 <sup>88</sup>	<del>70,875<sup>00</sup></del>
4	Patching 1 1/2" H.M.A.C.; with approved crushed gravel, including labor, equipment, removal and disposal of existing surface, (if applicable), including prime and tack coat.	3500	SY	28 <sup>89</sup>	101,115 <sup>00</sup>
5	Concrete Slab removal and disposal, including labor, equipment, removal and disposal of concrete surface.	2000	SF	4 <sup>50</sup>	9,000 <sup>00</sup>
6	Reinforced concrete and truncated dome brick handicapped ramp, as detailed, including All necessary earthwork preparation and removal of all obstacles as needed, installed and complete.	1000	SF	10 <sup>50</sup>	10,500 <sup>00</sup>
7	Concrete flatwork 4" reinforced Class A concrete (3,000 psi@28days) (see section 2, item 10 of the specifications for reinforcement information); including labor, equipment, subgrade preparation, complete in place.	1000	SF	8 <sup>30</sup>	8,300 <sup>00</sup>

243,390

70,880

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UOM	UNIT PRICE	EXTENDED AMOUNT
8	6" thick reinforced concrete retaining wall, various heights Class A concrete (3000 psi@28 days) (see section 2, item 10 of the specifications for reinforcement information); including labor, equipment, subgrade preparation, complete in place.	300	LF	49 <sup>67</sup>	<del>14900<sup>00</sup></del>
9	Patching with Black Base, 3" depth (milling to a depth of 4 1/2" with replacement Of 3" Black Base and 1 1/2" Type C Hot Mix), including labor, equipment, removal And disposal of asphalt surface, caliche base and subgrade ( if soft or unstable)To a depth of 4 1/2" and replacing with 3" of Black Base and 1 1/2" Type C Hot Mix.	600	SY	48 <sup>50</sup>	29148 <sup>00</sup>
10	Patching with Black Base, 6" depth ( milling to a depth of 7 1/2" with replacement Of 6" Black Base and 1 1/2" Type C Hot Mix), including labor, equipment, removal And disposal of asphalt surface, caliche base and subgrade ( if soft or unstable) to a Depth of 7 1/2" and replacing with 6" of Black Base and 1 1/2" Type C Hot Mix.	700	SY	83 <sup>57</sup>	57499 <sup>00</sup>
11	6" Processed flexible base including 1 1/2" H.M.A.C. Type D, Including removal of existing soil (excavation of 7 1/2" with Replacement of 6" Flexible Base and 1 1/2" Hot Mix) Including labor, equipment, removal, and hauling off of existing Surface, processing and finishing of base, and prime oil.	600	SY	40 <sup>08</sup>	<del>24050<sup>00</sup></del>
12	Mobilization	1	EA	25,000 <sup>00</sup>	25,000 <sup>00</sup>
<b>TOTAL BASE BID ( ITEMS 1 - 12)</b>				<b>\$</b>	<del>1,640,187<sup>00</sup></del>

14,901

24,048

\$640,181

JK 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 TWENTY (120) CONSECUTIVE CALENDAR 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 FOUR DOLLARS AND TWELVE CENTS (\$1,044.12)** 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.

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



\_\_\_\_\_  
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% of bid 32,094 Dollars (\$ 32,094), 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: 6/17/13

Mike West  
Authorized Signature

Mike West  
(Printed or Typed Name)

Campbell-West Infrastructure Construction, LLC  
Company  
721 Erskin

Address Lubbock, Lubbock

City Texas, County 79403

State \_\_\_\_\_ Zip Code \_\_\_\_\_  
Telephone: 806 - 771 - 6440  
Fax: \_\_\_\_\_ - 771 - 6441

FEDERAL TAX ID or SOCIAL SECURITY No. 27-3204063

EMAIL: mike@cwconpanies.net

(Seal if Bidder is a Corporation)

ATTEST:

Trent Kuiken  
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

M/WBE Firm:

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

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
July 11, 2013**

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

	<b>Budget</b>
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
Water System Improvements	396
Admin Cost	3,904
Hugo Reed	5,603
Bid Cost	1,477
Asphalt	122,227
Mac Davis Lane Design	29,731
S & S Commercial Properties - Paving of 66th East of Iola	35,667
Lone Star Dirt & Paving (Asphalt Patching)	864,000
Lone Star Dirt & Paving (Concrete Repairs)	738,002
Intermountain Slurry Seal (2013 Micro-Surfacing Project)	5,058,650
Pavement Restoration (Asphalt Rejuvenation)	500,000
Lubbock Interstate Hotels Agreement (Ave J Street Paving)	16,968

*Agenda Item July 11, 2013*

Campbell-West Construction (Asphalt and Concrete Patching)	640,181
<b><i>Encumbered/Expended To Date</i></b>	<b>23,705,642</b>

*Estimated Costs for Remaining Appropriation*

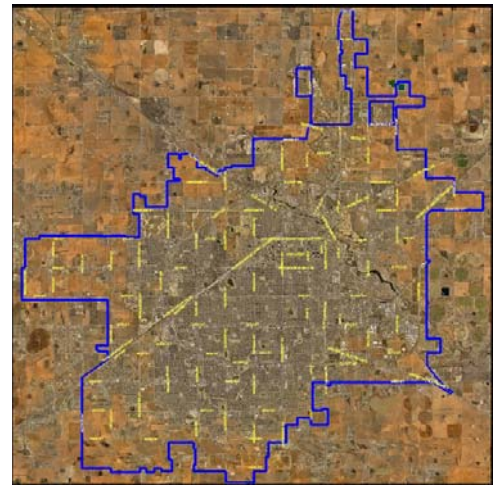
Construction	4,316,426
<b><i>Remaining Appropriation</i></b>	<b>4,316,426</b>
<b>Total Appropriation</b>	<b>\$ 28,022,068</b>

*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 replaced CIP 92125 that funded street maintenance through FY 2009-10.

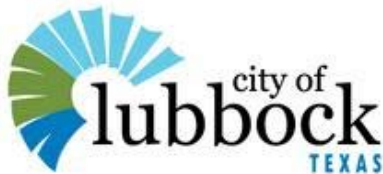
\$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$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 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Construction	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679
<b>Total Project Appropriation</b>	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2008 Tax Supported Revenue CO's	75,959	0	0	0	0	0	0	75,959
FY 2011 10-Year Certificates of Obligation	9,201,970	0	0	0	0	0	0	9,201,970
FY 2011 Tax Supported Revenue CO's	79,425	0	0	0	0	0	0	79,425
FY 2012 10-Year Certificates of Obligation	9,339,999	0	0	0	0	0	0	9,339,999
FY 2012 Tax Supported Revenue CO's	20,643	0	0	0	0	0	0	20,643
FY 2013 10-Year Tax Revenue CO's	9,304,072	0	0	0	0	0	0	9,304,072
FY 2014 10-Year Tax Revenue CO's	0	9,622,300	0	0	0	0	0	9,622,300
FY 2015 10-Year Tax Revenue CO's	0	0	9,766,635	0	0	0	0	9,766,635
FY 2016 10-Year Tax Revenue CO's	0	0	0	9,913,135	0	0	0	9,913,135
FY 2017 10-Year Tax Revenue CO's	0	0	0	0	10,061,832	0	0	10,061,832
FY 2018 10-Year Tax Revenue CO's	0	0	0	0	0	10,212,759	0	10,212,759
FY 2019 10-Year Tax Revenue CO's	0	0	0	0	0	0	10,365,950	10,365,950
<b>Total Funding Sources</b>	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679



**Regular City Council Meeting**

**5. 4.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Resolution - Public Works Water Treatment :** Consider a resolution authorizing the Mayor to execute contract 11361 with Center Point for mowing services at the South Water Treatment Plant (SWTP), ITB 13-11361-CP.

**Item Summary**

The contract will provide mowing services for the Lake Alan Henry South Water Treatment Plant (SWTP). The contract will ensure that the facility remains compliant with the current policy regarding high weeds and vegetation growth. The area to be mowed is approximately 200 acres surrounding the SWTP. The contract term is for one year with an option to extend the contract for two additional one-year periods.

**Fiscal Impact**

The annual cost of this contract is \$38,000 based on five cuttings of 200 acres at a cost of \$38 per acre.

**Staff/Board Recommending**

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

---

**Attachments**

Resolution & Contract - Center Point

---

**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. 11361 for mowing services at Lake Alan Henry, by and between the City of Lubbock and Center Point, of Shallowater, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Center Point  
June 28, 2013

**City of Lubbock, TX  
Contract for  
Mowing Services at Lake Alan Henry**

**THIS CONTRACT** made and entered into this 11<sup>th</sup> day of July, 2013, by and between the City of Lubbock ("City"), and Center Point, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Mowing Services at Lake Alan Henry and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Mowing Services at Lake Alan Henry.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Mowing Services at Lake Alan Henry and more specifically referred to as item four on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached bid form, specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the bid form and specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

<u>TYPE</u>	<u>AMOUNT</u>
General Liability Commercial General Liability General Aggregate	500,000
Automotive Liability Combined Single Limit Any Auto	500,000
Workers Compensation	Statutory Amounts

**The City of Lubbock shall be named as additional insured on Auto/General Liability on a Primary and Non-Contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.**

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised

concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Specifications, and the Bid Form.

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

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Glen C. Robertson, Mayor

BY Mike Muncy  
Authorized Representative

ATTEST:

Mike Muncy  
Print Name

\_\_\_\_\_  
Rebecca Garza, City Secretary

P.O. Box 1064  
Address

APPROVED AS TO CONTENT:

Shallowater TX 79363  
City, State, Zip Code

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

APPROVED AS TO FORM:

Charles Brown  
Assistant City Attorney

**City of Lubbock, TX**  
**Mowing Services at Lake Alan Henry**  
**Specifications**

3.0 Class D Maintenance Standards

3.1 General: Successful contractor shall have ten days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Equipment Maintenance Supervisor or his Agent. The Contractor shall be notified of the City's decision by letter.

3.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending two-feet from back of curb into all streets. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating plant beds.

3.2 Mowing: Mowing frequency shall be determined by the Equipment Maintenance Supervisor or his Agent. Turf shall be cut at a height of two to four-inches, at the discretion of the Equipment Maintenance Supervisor or his Agent. Clippings shall not be bagged and all hand scrapes shall be cleaned after each service. No clumps or windrows of grass shall be left by the mowers. Mowing equipment shall be a shredder or a full flotation rotary mower that will not leave ruts or tracks on lawn and shall be approved by the Equipment Maintenance Supervisor or his Agent. Mulching blades may be used at the discretion of the Equipment Maintenance Supervisor or Agent.

3.2.1 Anticipated Mowing Frequencies (Estimate of Schedule):

January - 0	July - 1
February - 0	August - 1
March - 0	September - 1
April - 0	October - 1
May - 0	November - 0
June - 1	December - 0

3.3 Edging: All sidewalks and curbs shall be edged to a depth of one-inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted on Class C Areas.

3.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, equipment, signs, both sides of fences when possible, and any other plants or structures. All surfaces, streets and areas must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

3.5 Litter: The Contractor shall realize that litter or debris may accumulate prior to mowing with no fault to either party. All trash or debris shall be removed by the contractor. The Contractor shall instruct mower operators to police sites to prevent dangerous or unsightly conditions. Litter and Debris removal shall be performed concurrently with other maintenance operations.

3.6 Disposal: Contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No Litter or Debris shall be disposed of in Residential dumpsters or of those belonging to Commercial Businesses.

- 3.7 Clean up: All work shall be cleaned up and waste material removed from the site. No equipment shall be left at neighborhood area sites and all material shall be removed from the job site the same day of mowing.

THE CITY REPRESENTATIVE REQUESTS THAT ANY BID RECEIVED IS BASED ON THE FACT THAT THE BIDDER HAS ACCOMPLISHED A SITE SURVEY OF THE PROPERTY AND THEY ACCEPT THE BID SPECIFICATIONS AS PROPER.

THE CITY OF LUBBOCK WILL ISSUE THE CONTRACTORS AND THEIR EMPLOYEES, PHOTO IDENTITY CARDS TO BE WORN IN THE OPEN AT ALL TIMES WHILE THEY ARE ON CITY PROPERTY. THIS PHOTO IDENTITY CARD SHOULD BE WORN WHILE ON CITY PROPERTY ONLY. ALSO THE CONTRACTORS AND THEIR EMPLOYEES SHALL CALL THE CITY WATER DEPARTMENT CONTROL ROOM AT 775-3416 AND LET THEM KNOW OF YOUR ARRIVAL AND DEPARTURE FROM THE CITY PROPERTY. ANY VIOLATION OF THIS RULE MAY TERMINATE THE CONTRACT. LOST BADGES WILL BE REPLACED AT CONTRACTOR'S EXPENSE @ \$25.00 PER BADGE.

In making bid for Contract Turf Maintenance Mowing I hereby agree to and understand the following:

1. The bid is for the entire season, not just for one mowing.
2. All the yards will be mowed with some type of mowing equipment such as a mower or a shredder.
3. All sidewalks, reservoir, valve boxes and fencerows must be edged with a line trimmer or an edger.
4. All valve box tops and sidewalks will be swept or cleaned-off after all mowing is completed.
5. Yards must be cleaned of papers, boxes and other trash before mowing.
6. After mowing, yard must be inspected and approved by a City employee before payment is made.
7. Contractor will be contacted by a City employee when yards require mowing.
8. I understand that some properties may have to be cut more frequently.
9. I understand this agreement is between the contractor and the Water Treatment Plant.
10. The bid is based on a unit-mowing price (one time charge), and the contractor will be paid for each time the property is mowed.
11. Bidder is required personally to inspect each of the listed property, prior to submitting his bid. Bidder will be required to sign off on his prior inspection. By not inspecting each property and signing off on the Inspection form, the City reserves the right void any bid submitted.
12. All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday, 8:00 a.m. to 5:00 p.m. Work on weekends, holidays, and nights shall be at the discretion of the Equipment Maintenance Supervisor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Equipment Maintenance Supervisor or his Agent at least seventy-two hours prior to doing so. The City reserves the right to deny such work at such time.

  
CONTRACTOR

\_\_\_\_\_  
EQUIPMENT MAINTENANCE SUPERVISOR  
OR  
AUTHORIZED AGENT

City of Lubbock, TX  
 Unit Pricing Contract Turf Maintenance  
 Class – D Areas and Properties

NAME	ADDRESS	Acreage (Approx)	Annual Maint. Cycles (Approx)	Maint. Cycle Unit U/M Cost	Extended Cost
South Water Treatment Plant	5114 East FM 1585	200	5 EA	\$ <u>7600<sup>00</sup></u>	\$ <u>38000<sup>00</sup></u>

Bidders Signature Mike Muncy

Print Mike Muncy

Date: 6 / 22 / 2013

**BID FORM**  
**Mowing Services at Lake Alan Henry**  
**City of Lubbock, Texas**  
**ITB No. 13-11361-CP**

In compliance with the **Invitation to Bid 13-11361-CP**, 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 **13-11361-CP** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM a.	ANNUAL MAINTENANCE CYCLES APPROXIMATELY b.	DESCRIPTION c.	MAINTENANCE CYCLE UNIT COST* d.	EXTENDED COST e. = b x d
1.	26	Turf maintenance for Class A areas and properties consisting of approximately 1.1 acres, as specified herein.	\$	\$
2.	16	Flowerbed maintenance for Class A areas and properties consisting of approximately 0.25 acres, as specified herein.	\$	\$
3.	20	Turf maintenance for Class B areas and properties consisting of approximately 5.0 acres, as specified herein.	\$	\$
4.	5	Turf maintenance for Class D areas and properties consisting of approximately 200 acres, as specified herein.	\$ 7600 <sup>00</sup>	\$ 38000 <sup>00</sup>

**\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed**

**\*\*Days After Receipt of Order (ARO)**

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

The City of Lubbock is seeking a contract for Mowing Services at Lake Alan Henry with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

**PAYMENT TERMS AND DISCOUNTS** - Bidder offers a prompt payment discount of 10 %, net 10 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be **NET THIRTY DAYS**. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

**MOST FAVOURED PRICING:** The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract

period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES  NO

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY \_\_\_\_\_ a corporation organized under the laws of the State of \_\_\_\_\_, or a partnership consisting of \_\_\_\_\_ or individual trading as

Center Point of the City of Shallowater

Firm: Center Point

Address: P.O. Box 1064

City: Shallowater State: TX Zip: 79363

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: Mike Muncy Owner  
Please Print

Business Telephone Number 806-543-4757 FAX: \_\_\_\_\_

E-mail Address: Hunt@muncy@yahoo.com

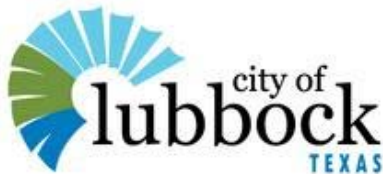
**FOR CITY USE ONLY**

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: \_\_\_\_\_

Date of Award by City Council (for bids over \$25,000): \_\_\_\_\_ Date P.O./Contract Issued: \_\_\_\_\_

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.**

**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**



**Regular City Council Meeting**

**5. 5.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading - Right-of-Way:** Consider ordinance 2013-00062 abandoning and closing a 20-foot wide alley in Block 13, O'Neall Terrace Annex Addition.

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 20-foot wide alley located on the east end of Block 13, O'Neall Terrace Annex Addition. The Developer of the area has requested the closure of the alley and a new 30-foot wide alley will be dedicated with the the re-plat of Lot 3.

The Public Works Engineering Department is in agreement with the alley closure and re-dedication.

**Fiscal Impact**

None.

**Staff/Board Recommending**

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

---

**Attachments**

Ordinance - O'Neall Terrace

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT WIDE ALLEY IN BLOCK 13, O'NEALL TERRACE ANNEX, AN ADDITION TO THE CITY OF LUBBOCK, 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 alley portion as hereinafter described in the body of this Ordinance is no longer needed for alley purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for alley 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 alley portion as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for alley purposes and for public use, such alley being more particularly described in attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

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

Passed by the City Council on second reading this \_\_\_\_\_, 2013.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

---

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

*R. Karl Small COO.*  

---

For Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

*Chad Weaver*  

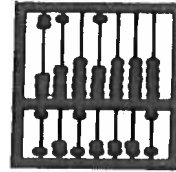
---

Chad Weaver, Assistant City Attorney

cw-A&C Block 13 O'Neill Terrace Annex.ord  
03.18.13

# ABACUS ENGINEERING SURVEYING

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



"Count on it"

## Closure Tract

FIELD NOTES on a .071 acre tract being part of an alley in Block 13, O'Neall Terrace Annex, an Addition to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in Volume 136, Page 210, Lubbock County Deed Records, and being further described by Metes and Bounds as follows:

BEGINNING at found rod with yellow cap at the Southeast corner of Lot 1, Block 13, O'Neall Terrace Addition Annex for the Northeast corner of this tract;

THENCE S 01°49'34" W, with the West Right of Way line of Avenue Q, 20.00 feet to a cut crow's foot in concrete for the Southeast corner of this tract;

THENCE N 88°08'48" W, with the North line of Lots 22, 21 and 20, Block 13, 154.99 feet to the Southwest corner of this tract which is 0.08 feet South of the North line of a building;

THENCE N 01°49'28" E, 20.00 feet to a set 1/2" rod with cap marked RPLS 4460 for the Northwest corner of this tract;

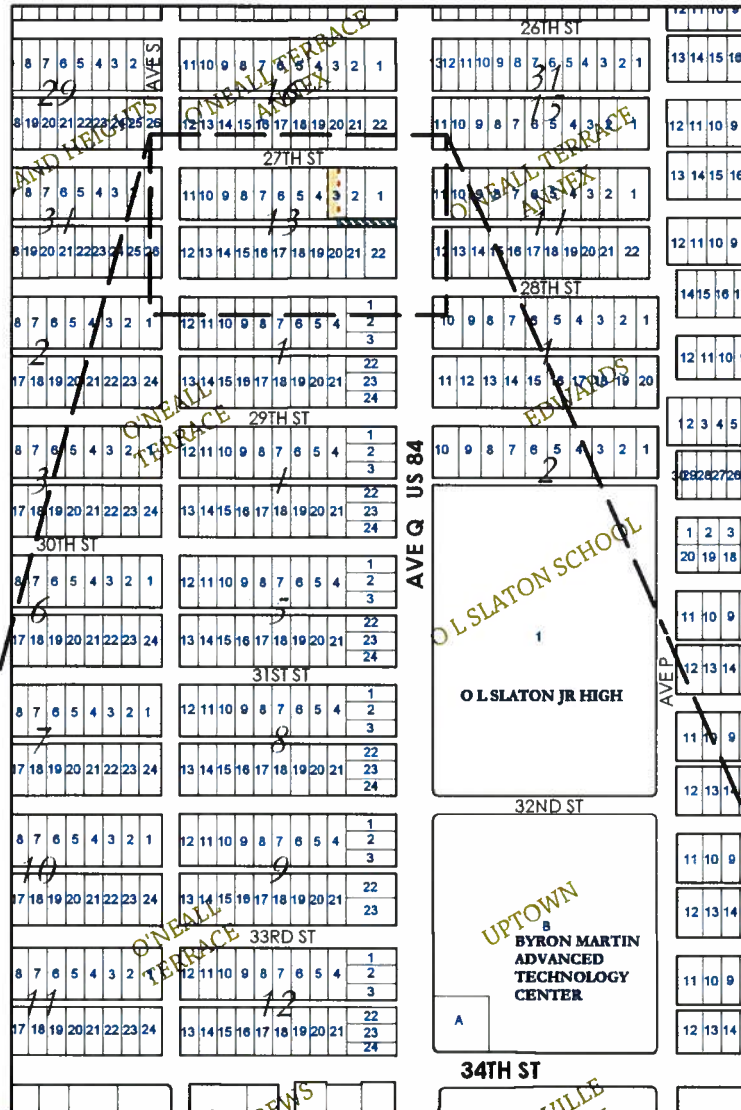
THENCE S 88°08'48" E, with the South line of Lots 3, 2 and 1, Block 13, 154.99 feet to the PLACE of BEGINNING and containing 0.071 acres including any Right of Way.

These notes are based on a survey made on the ground.  
J.M. Cieszinski, RPLS 4460  
February 12, 2013



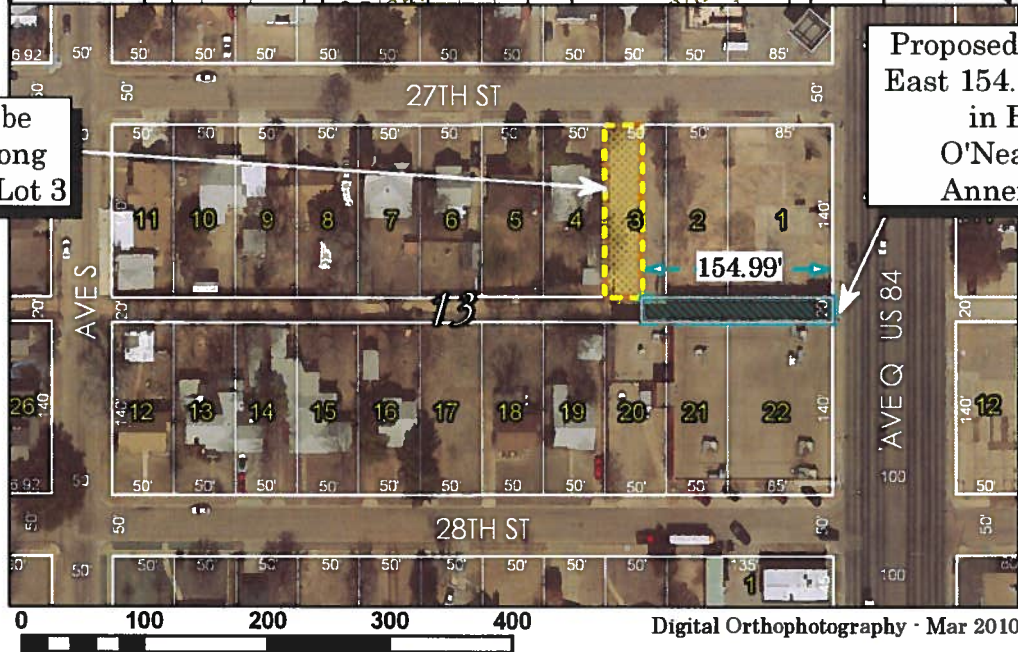
S:\COORDINATES\Lots\ONEALL TERRACE\Alley Closure.doc

# Proposed Closing of the East 154.99' of the Alley in Block 13, O'Neal Terrace Annex Addition



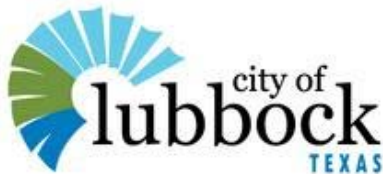
30' Alley to be Dedicated along West Side of Lot 3

Proposed Closing of the East 154.99' of the Alley in Block 13, O'Neal Terrace Annex Addition



Survey Feet

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. 6.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Contract Resolution - Fleet Services:** Consider three resolutions authorizing the Mayor to execute contract 11247 with Bill Williams Tire, contract 11247-1 with A to Z Tire & Battery, Inc., and contract 11247-2 with Southern Tire Mart, LLC for tire acquisition, installation, and flat-tire repair services, ITB 13-11247-CP.

**Item Summary**

The contracts establish pricing for the acquisition, installation, and flat-tire repair service for City vehicles. Local tire dealers will supply and install tires at their locations. The dealers are required to either have the tire type in stock or be able to acquire the tire within 24 hours. Awarding multiple contracts will minimize downtime and ensure services and repairs in a timely manner. The quantity of tires are estimated based on prior year usage.

The bid was divided into four groups:

- Group 1 Passenger Vehicles
- Group 2 Light Trucks
- Group 3 Heavy Trucks
- Group 4 Off Road/Trailers

The flat tire repair service pricing provided by the successful bidders, range from \$10 for passenger vehicles up to \$125 on the off-road and trailer tires.

Bids were received from the following companies:

- Bill Williams Tire, Lubbock, TX
- A to Z Tire & Battery, Inc., Amarillo, TX
- Southern Tire Mart, LLC, Columbia, MS
- McWhorter's LTD, Lubbock, TX
- Flores Tire Service, Lubbock, TX
- Williams Brake, Tune & Tire, LLC, Lubbock, TX
- Caprock Tire Inc., Lubbock, TX
- Tiger Tire & Retreading, Lubbock, TX
- Pro Tire Repair, Lubbock, TX

Staff recommends contract award to the following three lowest bidders for all four groups: Bill Williams Tire; Southern Tire Mart LLC; and A to Z Tire & Battery, Inc.

McWhorter's LTD did not bid on items 5, 6, 9 and 10 in Group 1 and 5, 12, 21, 23 and 25 in Group 4. Caprock Tire, Inc. did not bid on items 5, 6, 9, 10 and 17 in Group 1 and 4 and 13 in Group 4. Flores Tire Services and Williams Brake, Tune & Tire only bid on Group 1 and 2. Pro Tire Repair only bid on the flat repair service.

A bid tabulation is provided. The contract term is for one year with the option to renew one additional year. The contracts are awarded by unit price. The total amount of each contract is based on estimated quantities, and actual expenditures may be more or less depending on actual need. The price per unit will not change and expenditures will not exceed appropriated funds.

**Fiscal Impact**

Tire services are funded in individual departmental operating budgets.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager

---

---

**Attachments**

Bill Williams

A to Z

Southern Tire

Tab Sheet

---

---

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11247 for tire acquisition, installation and flat tire services, by and between the City of Lubbock and Bill Williams Tire, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

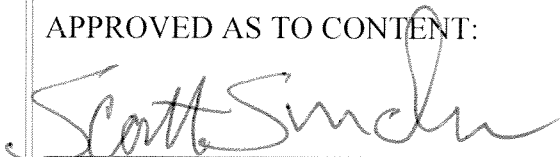
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Bill Williams Tire  
June 5, 2013

**City of Lubbock, TX  
Contract for Services  
Tire Acquisition, Installation and Flat Repair**

**THIS CONTRACT** made and entered into this 11<sup>th</sup> day of July, 2013, by and between the City of Lubbock ("City"), and Bill Williams Tire, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Tire Acquisition, Installation and Flat Repair and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Tire Acquisition, Installation and Flat Repair.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Tire Acquisition, Installation and Flat Repair and more specifically referred to as Group One thru Group Four on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, said date of term beginning upon formal approval. The contract may be renewed for one additional one year period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. Price adjustments may be allowed for "Pass Through" costs incurred by vendor. Requests for price adjustments will be WRITTEN, and will include documentation that substantiates additional costs. All requests will be received by the City 30 DAYS PRIOR to a requested effective date for a price adjustment. Such adjustments must be acceptable to both parties or the item(s) in question may be deleted from the contract with respect to further orders, or the contract may be canceled and new bids solicited.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the

right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
<b>General Liability</b>	
Commercial General Liability	\$500,000
General Aggregate	
<b>Automotive Liability</b>	
Combined Single Limit	
Any Auto	\$500,000
<b>Workers Compensation</b>	Statutory Amounts \$500,000

**The City of Lubbock shall be named as additional insured on Auto/General Liability on a Primary and Non-Contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.**

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Specifications and the Bid Form.

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

CITY OF LUBBOCK

\_\_\_\_\_  
Glen C. Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

CONTRACTOR

BY *Chel Villanuel*  
Authorized Representative

Bill Williams Tire  
Print Name

1105 E. Slaton Hwy.  
Address

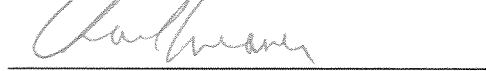
Lubbock, TX 79404  
City, State, Zip Code

APPROVED AS TO CONTENT:

A handwritten signature in cursive script that reads "Scott Snider". The signature is written in black ink and is positioned above a horizontal line.

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

A handwritten signature in cursive script that reads "Chad Weaver". The signature is written in black ink and is positioned above a horizontal line.

Chad Weaver, Assistant City Attorney

Purchasing and Contract Management  
Tire Acquisition, Installation and Flat Repair  
ITB 13-11247-CP

Technical Specifications

Scope and Intent

The City of Lubbock seeks bids for a one-year contract (with one additional one-year extension option), to provide tire acquisition, installation and flat repair services for the City of Lubbock, servicing approximately 600 light duty vehicles and approximately 1,100 vehicles and pieces of equipment as listed in group 1-4 of the bid form to include heavy trucks, trailers, turf equipment, construction equipment and farm implement equipment.

In order to assure adequate coverage for multiple locations throughout the City and our worksite locations outside of the Lubbock city limits, the City may select multiple vendors to provide the services desired, if multiple awards are determined to be in the best interest of the City. These worksite locations include, but are not limited to Muleshoe, Wilson and Lake Alan Henry. Cost and location will be used in making this determination. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City. Please initial the bottom of each page of the bid form in the place provided.

A. Level of Quality

Tires must be manufacturer's brand. Private or associated brands are not acceptable.

B. Response Time

Road side assistance calls for flat repair must be addressed within one hour of initial call.

C. Federal Specifications

For each applicable category, all tires shall meet the performance requirements for the Federal Specifications.

D. Warranty

Manufactures standard warranty shall apply. Bidder MUST enclose copy of tire warranty policy with the bid.

E. Disposal Charges

Any charges for disposal of old tires must be included with the bid, unless tires can be retreaded.

F. Minimum Quantities

The Contractor agrees that the City has made no representation, guaranty, or commitment that the City will purchase any minimum quantity of products under this Contract. The Contractor further agrees that any inventories, residual or otherwise, which the Contractor may establish or which may otherwise arise from the Contractor's performance under this Contract, shall be at the sole risk and responsibility of the Contractor.

G. Tire Casing

Any credit for a reusable tire casing must be listed separately on the invoice. If there is no credit for a tire casing, the reason will be listed on the invoice.


H. Vendor Availability

Please provide hours of operations to include weekdays and weekends. If there is an after-hours rate, please include.

(ORIGINAL)


Bid Form  
Tire Acquisition, Installation and Flat Repair  
City of Lubbock, TX  
ITB 13-11247-CP

In compliance with the Invitation to Bid 13-11247-CP, 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 13-11247-CP is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

Group 1 Passenger Tires				
Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.				
Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
1	P155/80R13 A/S	4	\$ 50 <sup>00</sup>	\$ 200
	Tire Mfg. COOPER SE			
2	P195/75R14 A/S	5	\$ 41 <sup>00</sup>	\$ 205
	Tire Mfg. FIRESTONE FR380			
3	P205/75R15 A/S	14	\$ 45 <sup>00</sup>	\$ 630
	Tire Mfg. FIRESTONE FR380			
4	P205/65R15 A/S	8	\$ 56 <sup>00</sup>	\$ 448
	Tire Mfg. FIRESTONE FR710			
5	P205/70HR15 A/S Pursuit Tire	12	\$ 63 <sup>00</sup>	\$ 756
	Tire Mfg. FIRESTONE FR710			
6	P215/70HR15 A/S Pursuit Tire	30	\$ 67 <sup>00</sup>	\$ 2010
	Tire Mfg. FIRESTONE FR710			
7	P215/75R15 A/S	7	\$ 67 <sup>00</sup>	\$ 469
	Tire Mfg. FIRESTONE FR380			
8	P215/65R15 A/S	13	\$ 72 <sup>00</sup>	\$ 936
	Tire Mfg. FIRESTONE FR710			
9	P225/70HR15 A/S Pursuit Tire	3	\$ 81 <sup>00</sup>	\$ 243
	Tire Mfg. FS DESTINATION LEZ			
10	P235/70HR15 A/S Pursuit Tire	2	\$ 95 <sup>00</sup>	\$ 190
	Tire Mfg. FS DESTINATION LEZ			
11	P215/60R16 A/S	6	\$ 82 <sup>00</sup>	\$ 492
	Tire Mfg. FIRESTONE FR710			
				Initial: 

Group 1 Passenger Tires – Continued

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
12	P225/60HR16 A/S Pursuit Tire	616	\$ 77 <sup>00</sup>	\$ 47,432
	Tire Mfg. FIRESTONE PV41			
13	P235/70VR16 A/S Pursuit Tire	22	\$ 92 <sup>00</sup>	\$ 2,024
	Tire Mfg. FS DESTINATION LE 2			
14	P235/75R16 A/T	4	\$ 90 <sup>00</sup>	\$ 360
	Tire Mfg. FS DESTINATION AT			
15	P235/75R16 A/S	65	\$ 92 <sup>00</sup>	\$ 5,980
	Tire Mfg. FS DESTINATION LE 2			
16	P255/70R16 A/S	4	\$ 100 <sup>00</sup>	\$ 400
	Tire Mfg. FS DESTINATION LE 2			
17	P235/55VR17 A/S Pursuit Tire	12	\$ 95 <sup>00</sup>	\$ 1140
	Tire Mfg. FS FIREHAWK GTZ			
18	P245/65R17 A/S	2	\$ 109 <sup>00</sup>	\$ 218
	Tire Mfg. FS DESTINATION LE 2			
19	P265/70R17 A/T	21	\$ 108 <sup>00</sup>	\$ 2268
	Tire Mfg. FS DESTINATION AT			
Group 1 Total for Items 1-19			1482	\$ 66,401
Additional Cost Per Tire				
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.				\$ 10 <sup>00</sup>
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".				\$ 10 <sup>00</sup>
3. Front End Alignment				\$ N/A
4. Roadside repairs for vehicles traveling outside of city limits, cost per mile				\$ 1.50
Initial: 				

\* ALL AFTER HOURS CALLS WILL HAVE A 50<sup>00</sup> SERVICE FEE IN ADDITION TO THE NORMAL COST!

**Group 2 Light Truck Tires**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
1	LT215/75R15 A/T 6 PLY	4	\$ 125 <sup>00</sup>	\$ 500
	Tire Mfg. BFGOODRICH AT KO			
2	LT235/75R15 H/T 6 PLY	3	\$ 89 <sup>00</sup>	\$ 267
	Tire Mfg. FIRESTONE H/T			
3	LT235/75R15 A/T 6 PLY	16	\$ 89 <sup>00</sup>	\$ 1424
	Tire Mfg. FIRESTONE AT			
4	LT215/85R16 H/T 10 PLY	27	\$ 92 <sup>00</sup>	\$ 2484
	Tire Mfg. FIRESTONE H/T			
5	LT215/85R16 A/T 10 PLY	19	\$ 126 <sup>00</sup>	\$ 2394
	Tire Mfg. FIRESTONE AT			
6	LT225/75R16 H/T 10 PLY	21	\$ 96 <sup>00</sup>	\$ 2016
	Tire Mfg. FIRESTONE H/T			
7	LT225/75R16 A/T 10 PLY	25	\$ 99 <sup>00</sup>	\$ 2475
	Tire Mfg. FIRESTONE AT			
8	LT235/70R16 A/T 10 PLY	4	\$ 170 <sup>00</sup>	\$ 680
	Tire Mfg. BFGOODRICH AT KO			
9	LT235/85R16 H/T 10 PLY	14	\$ 102 <sup>00</sup>	\$ 1428
	Tire Mfg. FIRESTONE H/T			
10	LT235/85R16 A/T 10 PLY	22	\$ 106 <sup>00</sup>	\$ 2332
	Tire Mfg. FIRESTONE AT			
11	LT235/85R16 M/T 10 PLY	20	\$ 121 <sup>00</sup>	\$ 2420
	Tire Mfg. FIRESTONE M/T			
12	LT245/75R16 H/T 10 PLY	62	\$ 97 <sup>00</sup>	\$ 6014
	Tire Mfg. FIRESTONE H/T			
13	LT245/75R16 A/T 10 PLY	117	\$ 103 <sup>00</sup>	\$ 12,051
	Tire Mfg. FIRESTONE A/T			
14	LT245/75R16 M/T 10 PLY	10	\$ 122 <sup>00</sup>	\$ 1,220
	Tire Mfg. FIRESTONE M/T			
15	LT255/70R16 A/T 10 PLY	4	\$ 180 <sup>00</sup>	\$ 720
	Tire Mfg. BFGOODRICH AT KO			
8ply			Initial:	(Signature)

Group 2 Light Truck Tires – Continued

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
16	LT265/75R16 H/T 10 PLY	6	\$ 109 <sup>00</sup>	\$ 654
	Tire Mfg. FIRESTONE H/T			
17	LT265/75R16 A/T 10 PLY	35	\$ 112 <sup>00</sup>	\$ 3,920
	Tire Mfg. FIRESTONE A/T			
18	LT245/70R17 H/T 10 PLY	21	\$ 106 <sup>00</sup>	\$ 2,226
	Tire Mfg. FIRESTONE H/T			
19	LT245/70R17 A/T 10 PLY	20	\$ 106 <sup>00</sup>	\$ 2,120
	Tire Mfg. FIRESTONE A/T			
20	LT275/65R18 A/T 10 PLY	4	\$ 189 <sup>00</sup>	\$ 756
	Tire Mfg. FIRESTONE A/T			
21	LT275/70R18 H/T 10 PLY	13	\$ 128 <sup>00</sup>	\$ 1,664
	Tire Mfg. FIRESTONE H/T			
	Group 2 Total for Items 1-21		2,467	\$ 49,765
Additional Cost Per Tire				
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.				\$ 10 <sup>00</sup>
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".				\$ 10 <sup>00</sup>
3. Front End Alignment				\$ N/A
4. Roadside repairs for vehicles traveling outside of city limits, cost per mile				\$ 1.50
Initial: (W)				

**Group 3 Heavy Truck Tires**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
1	215/75R17.5 H/T 16 PLY	68	\$ 170 <sup>00</sup>	\$ 11,560	\$ 0
	Tire Mfg. COOPER 160				
2	225/70R19.5 H/T 12 PLY	8	\$ 180 <sup>00</sup>	\$ 1,440	\$ 0
	Tire Mfg. COOPER 170				
3	225/70R19.5 A/T 12 PLY	39	\$ 196 <sup>00</sup>	\$ 7,644	\$ 0
	Tire Mfg. COOPER 253				
4	10.00/20 HWY 14 PLY	4	\$ 200 <sup>00</sup>	\$ 800	\$ 55 <sup>00</sup>
	Tire Mfg. COOPER				
5	10.00/20 M/S 14 PLY	4	\$ 220 <sup>00</sup>	\$ 880	\$ 55 <sup>00</sup>
	Tire Mfg. COOPER				
6	24R21 XZL 16PLY	2	\$ 3200 <sup>00</sup>	\$ 6400 <sup>00</sup>	\$ 0
	Michelin tire only				
	Specialized Fire Truck				
7	10.00R22.5 HWY 16 PLY	4	\$ 295 <sup>00</sup>	\$ 1180	\$ 40 <sup>00</sup>
	Tire Mfg. COOPER 170				
8	10.00R22.5 M/S 16 PLY	3	\$ 325 <sup>00</sup>	\$ 975	\$ 40 <sup>00</sup>
	Tire Mfg. COOPER 230				
9	11.00R22.5 HWY 16 PLY	77	\$ 310 <sup>00</sup>	\$ 23,870	\$ 60 <sup>00</sup>
	Tire Mfg. COOPER 185				
10	11.00R22.5 M/S 16 PLY	482	\$ 365 <sup>00</sup>	\$ 175,930	\$ 60 <sup>00</sup>
	Tire Mfg. BFGOODRICH DRL75				
11	11.00R22.5 M/S 16 PLY	48	\$ 524 <sup>00</sup>	\$ 25,152	\$ 60 <sup>00</sup>
	Goodyear G287 MSA Dura Seal Only				
12	12.00R22.5 HWY 16 PLY	37	\$ 375 <sup>00</sup>	\$ 13,875	\$ 35 <sup>00</sup>
	Tire Mfg. COOPER 185				
13	12.00R22.5 M/S 16 PLY	80	\$ 420 <sup>00</sup>	\$ 33,600	\$ 35 <sup>00</sup>
	Tire Mfg. COOPER 230				
14	255/70R22.5 HWY 16 PLY	4	\$ 240 <sup>00</sup>	\$ 960	\$ 0
	Tire Mfg. COOPER 120				
15	315/80R22.5 HWY 18 PLY	76	\$ 375 <sup>00</sup>	\$ 28,500	\$ 65 <sup>00</sup>
	Tire Mfg. COOPER 185				
16	315/80R22.5 HWY 20 PLY	18	\$ 410 <sup>00</sup>	\$ 7,380	\$ 65 <sup>00</sup>
	Tire Mfg. COOPER 185				
17	315/80R22.5 HWY 20 PLY	12	\$ 688 <sup>00</sup>	\$ 8,256	\$ 65 <sup>00</sup>
	Goodyear G287 MSA Dura Seal Only				
18	385/65R22.5 HWY 18 PLY	15	\$ 465 <sup>00</sup>	\$ 6,975	\$ 0
	Tire Mfg. COOPER RM230				

Initial: (u)

**Group 3 Heavy Truck Tires - Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
19	425/65R22.5 HWY 20 PLY	25	\$ 549 <sup>00</sup>	\$ 13,725	\$ 0
	Tire Mfg. COOPER 230				
20	11.00R24.5 HWY 16	18	\$ 335 <sup>00</sup>	\$ 6,030	\$ 55 <sup>00</sup>
	Tire Mfg. COOPER 185				
Group 3 Total for Items 1-20			9842	375,132	
Additional Cost Per Tire					
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.				\$	18 <sup>00</sup>
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".				\$	20 <sup>00</sup>
3. Front End Alignment				\$	N/A
4. Roadside repairs for vehicles traveling outside city limits, cost per mile				\$	1.50
					Initial: (A)

Group 4 Off-Road/Trailer Tires

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
1	7.00 - 15 LT HWY 10 PLY	8	\$ 72 <sup>00</sup>	\$ 576	\$ 0
	Tire Mfg. AKURET TRAILER				
2	7.50 - 15 LT HWY 10 PLY	2	\$ 110 <sup>00</sup>	\$ 220	\$ 0
	Tire Mfg. Deestone Hwy				
3	ST225/75R15 HWY 8 PLY	4	\$ 70 <sup>00</sup>	\$ 280	\$ 0
	Tire Mfg. AKURET TRAILER				
4	7.00 - 16LT HWY 10 PLY	4	NO TIRE AVAILABLE with specs 0		
	Tire Mfg.				
5	7.50 - 16 LT HWY 10 PLY	19	\$ 77 <sup>00</sup>	\$ 1463	\$ 0
	Tire Mfg. AKURET TRAILER				
6	4.10 / 3.50 - 4 Saw Tooth	4	\$ 15 <sup>00</sup>	\$ 60	\$ 0
	Tire Mfg. CARLISLE				
7	15 - 6.00 - 6 Turf Saver	4	\$ 26 <sup>00</sup>	\$ 104	\$ 0
	Tire Mfg. CARLISLE				
8	5.70 - 8 Saw Tooth	4	\$ 28 <sup>00</sup>	\$ 112	\$ 0
	Tire Mfg. Deestone				
9	20 - 10.00 - 8 Turf Saver	4	\$ 46 <sup>00</sup>	\$ 184	\$ 0
	Tire Mfg. DEESTONE				
10	22.5 - 10.00 - 8 Turf Saver	2	\$ 78 <sup>00</sup>	\$ 156	\$ 0
	Tire Mfg. CARLISLE				
11	25 - 13.00 - 9 Turf Saver	2	\$ 98 <sup>00</sup>	\$ 196	\$ 0
	Tire Mfg. CARLISLE				
12	6.50 - 10 Turf Saver	4	NO TIRE with these specs 0		
	Tire Mfg.				
13	23 - 8.50 - 12 Turf Saver	4	\$ 58 <sup>00</sup>	\$ 232	\$ 0
	Tire Mfg. DEESTONE				
14	23 - 10.50 - 12 Turf Saver	4	\$ 67 <sup>00</sup>	\$ 268	\$ 0
	Tire Mfg. CARLISLE				
15	24 - 12.00 - 12 Turf Saver	4	\$ 87 <sup>00</sup>	\$ 348	\$ 0
	Tire Mfg. CARLISLE				
16	26 - 12.00 - 12 Turf Saver	4	\$ 115 <sup>00</sup>	\$ 460	\$ 0
	Tire Mfg. CARLISLE				
17	31/15.5 - 15 Lug 10 PLY	4	\$ 225 <sup>00</sup>	\$ 900	\$ 0
	Tire Mfg. DEESTONE				
18	7.00/ 12 Lug 14 PLY	4	\$ 95 <sup>00</sup>	\$ 380	\$ 0
	Tire Mfg. AKURET				
19	12/ 16.5 HWY 12 PLY	4	\$ 220 <sup>00</sup>	\$ 880	\$ 0
	Tire Mfg. DEESTONE				
20	10/ 16.5 Lug 10 PLY	4	\$ 225 <sup>00</sup>	\$ 900	\$ 0
	Tire Mfg. TITAN				
21	10.0/ 16.5 L-2 8 PLY	4	\$ 170 <sup>00</sup>	\$ 680	\$ 0
	Tire Mfg. TITAN				

Initial: (w)

Group 4 Off-Road/Trailer Tires - Continued

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

22	9.5L - 15SL Contractor 10 PLY						
	Tire Mfg.	4	\$	NO TIRE	\$ WITH THESE	\$ SPECS	Ø
23	11L - 15 Contractor 10 PLY						
	Tire Mfg. DEESTONE	9	\$	150 <sup>00</sup>	\$ 1350	\$	Ø
24	9.50 - 16.5 Contractor 10 PLY						
	Tire Mfg. FIRESTONE H/T	2	\$	105 <sup>00</sup>	\$ 210	\$	Ø
25	11L - 16 Contractor 12 PLY						
	Tire Mfg. DEESTONE	41	\$	160 <sup>00</sup>	\$ 6560	\$	Ø
26	13.00 / 24 Grader G-2 12 PLY						
	Tire Mfg. TITAN	9	\$	459 <sup>00</sup>	\$ 4131	\$	Ø
27	14.00 / 24 Grader G-2 12 PLY						
	Tire Mfg. TITAN	40	\$	535 <sup>00</sup>	\$ 21,400	\$	Ø
28	17.5 / 25 Loader L-2 16 PLY						
	Tire Mfg. TITAN	7	\$	740 <sup>00</sup>	\$ 5,180	\$	Ø
29	20.5 / 25 Loader L-2 20 PLY						
	Tire Mfg. TITAN	6	\$	1165 <sup>00</sup>	\$ 6,990	\$	Ø
30	23.5 / 25 Loader L2 20 PLY						
	Tire Mfg. TITAN	4	\$	1575 <sup>00</sup>	\$ 6,300	\$	Ø
31	14.9 / 24 Sprinkler R-1 6 PLY						
	Tire Mfg. HARVEST KING	24	\$	280 <sup>00</sup>	\$ 6,720	\$	Ø
32	16.9 / 24 Tractor R-1 8 PLY						
	Tire Mfg. TITAN	6	\$	485 <sup>00</sup>	\$ 2,910	\$	Ø
33	17.5 / 24 Tractor R-1 8 PLY						
	Tire Mfg. TITAN	3	\$	489 <sup>00</sup>	\$ 1,467	\$	Ø
34	18.4 / R26 Tractor R-1 8 PLY						
	Tire Mfg. TITAN	4	\$	650 <sup>00</sup>	\$ 2,600	\$	Ø
35	16.9 / 28 Tractor R-1 10 PLY						
	Tire Mfg. TITAN	3	\$	485 <sup>00</sup>	\$ 1,455	\$	Ø
36	11.2 / 38 Tractor R-1 4 PLY						
	Tire Mfg. HARVEST KING	4	\$	260 <sup>00</sup>	\$ 1,040	\$	Ø
Group 4 Total for Items 1-36				9,420	76,712	\$	Ø

Additional Cost Per Tire

1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair. (Items 1-16 10 <sup>00</sup> ) (Items 17-21 20 <sup>00</sup> ) (Items 22-25 10 <sup>00</sup> )	\$
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair" (Items 26-27 40 <sup>00</sup> ) (Items 28-29 60 <sup>00</sup> ) (Item 30 75 <sup>00</sup> )	\$
3. Roadside repairs for vehicles traveling outside of city limits, cost per mile	\$ 1.50

SAME PRICE

(Items 31-32 20<sup>00</sup>) (Item 33 35<sup>00</sup>) (Items 34-35 40<sup>00</sup>) (Item 36 20<sup>00</sup>)

Initial: (C)

\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

\*\*Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Tire Acquisition, Installation and Flat Repair with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of \_\_\_\_\_%, net \_\_ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES  NO

- 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 Bill Williams Tize a corporation organized under the laws of the State of Texas, or a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

Firm: Bill Williams Tize  
Address: 1105 E. Slaton Hwy  
City: LUBBOCK State: TX Zip: 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. #1 Date 5/3/13  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

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

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 Chad Villarreal Date: 5-1-13  
*Authorized Representative - must sign by hand*

Officer Name and Title: CHAD VILLARREAL MANAGER  
*Please Print*

Business Telephone Number 806-748-0083 FAX: 806-748-0557

E-mail Address: Chadv@billwilliamsfire.com

<b>FOR CITY USE ONLY</b>	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$25,000): _____	Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11247-1 for tire acquisition, installation and flat tire services, by and between the City of Lubbock and A to Z Tire & Battery, Inc., 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:

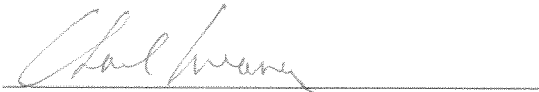
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-A to Z Tire & Battery  
June 5, 2013

**City of Lubbock, TX  
Contract for Services  
Tire Acquisition, Installation and Flat Repair**

**THIS CONTRACT** made and entered into this 11<sup>th</sup> day of July 2013, by and between the City of Lubbock ("City"), and **A to Z Tire & Battery, Inc.**, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Tire Acquisition, Installation and Flat Repair and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Tire Acquisition, Installation and Flat Repair.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Tire Acquisition, Installation and Flat Repair and more specifically referred to as Group One thru Group Four on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, said date of term beginning upon formal approval. The contract may be renewed for one additional one year period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. Price adjustments may be allowed for "Pass Through" costs incurred by vendor. Requests for price adjustments will be WRITTEN, and will include documentation that substantiates additional costs. All requests will be received by the City 30 DAYS PRIOR to a requested effective date for a price adjustment. Such adjustments must be acceptable to both parties or the item(s) in question may be deleted from the contract with respect to further orders, or the contract may be canceled and new bids solicited.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the

right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
<b>General Liability</b>	
Commercial General Liability	\$500,000
General Aggregate	
<b>Automotive Liability</b>	
Combined Single Limit	
Any Auto	\$500,000
<b>Workers Compensation</b>	Statutory Amounts \$500,000

**The City of Lubbock shall be named as additional insured on Auto/General Liability on a Primary and Non-Contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.**

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Specifications and the Bid Form.

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

CITY OF LUBBOCK

\_\_\_\_\_  
Glen C. Robertson, Mayor

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

CONTRACTOR

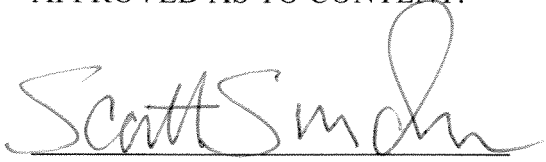
BY   
\_\_\_\_\_  
Authorized Representative

A to Z Tire & Battery, Inc.  
Print Name

P.O. Box 9138  
\_\_\_\_\_  
Address

Amarillo, TX 79105-9138  
\_\_\_\_\_  
City, State, Zip Code

APPROVED AS TO CONTENT:

A handwritten signature in cursive script, appearing to read "Scott Snider".

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Chad Weaver".

Chad Weaver, Assistant City Attorney

Bid Form  
Tire Acquisition, Installation and Flat Repair  
City of Lubbock, TX  
ITB 13-11247-CP

In compliance with the Invitation to Bid 13-11247-CP, 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 13-11247-CP is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

Group 1 Passenger Tires				
Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.				
Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
1	P155/80R13 A/S	4	\$ 65.76	\$ 263.04
	Tire Mfg. ToYo 147270			
2	P195/75R14 A/S	5	\$ 85.28	\$ 426.40
	Tire Mfg. ToYo 147310			
3	P205/75R15 A/S	14	\$ 90.61	\$ 1268.54
	Tire Mfg. ToYo 147420			
4	P205/65R15 A/S	8	\$ 87.56	\$ 700.48
	Tire Mfg. ToYo 147520			
5	P205/70HR15 A/S Pursuit Tire	12	\$ 87.09	\$ 1045.08
	Tire Mfg. ToYo 147460			
6	P215/70HR15 A/S Pursuit Tire	30	\$ 87.69	\$ 2630.70
	Tire Mfg. ToYo 147470			
7	P215/75R15 A/S	7	\$ 91.85	\$ 642.95
	Tire Mfg. ToYo 147430			
8	P215/65R15 A/S	13	\$ 91.34	\$ 1187.42
	Tire Mfg. ToYo 147530			
9	P225/70HR15 A/S Pursuit Tire	3	\$ 98.20	\$ 294.60
	Tire Mfg. ToYo 147480			
10	P235/70HR15 A/S Pursuit Tire	2	\$ 126.87	\$ 253.74
	Tire Mfg. ToYo 782008			
11	P215/60R16 A/S	6	\$ 99.49	\$ 596.94
	Tire Mfg. ToYo 147250			
				Initial:

**Group 1 Passenger Tires – Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
12	P225/60HR16 A/S Pursuit Tire	616	\$ 118.00	\$ 72,688.00
	Tire Mfg. <i>Goodyear 732354500</i>			
13	P235/70VR16 A/S Pursuit Tire	22	\$ 136.64	\$ 3,006.08
	Tire Mfg. <i>Toyo 782016</i>			
14	P235/75R16 AT	4	\$ 139.06	\$ 556.24
	Tire Mfg. <i>Cooper 51767</i>			
15	P235/75R16 A/S	65	\$ 134.89	\$ 8,767.85
	Tire Mfg. <i>Toyo 362660</i>			
16	P255/70R16 A/S	4	\$ 142.58	\$ 570.32
	Tire Mfg. <i>Toyo 782030</i>			
17	P235/55VR17 A/S Pursuit Tire	12	\$ 127.27	\$ 1,527.24
	Tire Mfg. <i>Goodyear 732002500</i>			
18	P245/65R17 A/S	2	\$ 149.44	\$ 298.88
	Tire Mfg. <i>Toyo 362990</i>			
19	P265/70R17 AT	21	\$ 162.21	\$ 3,406.41
	Tire Mfg. <i>Toyo 352000</i>			
	Group 1 Total for Items 1-19			\$ 100,130.91
Additional Cost Per Tire				
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.				\$ 12.50
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".				\$ 27.50
3. Front End Alignment				\$ 59.00
4. Roadside repairs for vehicles traveling outside of city limits, cost per mile				\$ 1.50
Initial:				

**Group 2 Light Truck Tires**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
1	LT215/75R15 A/T 6 PLY	4	\$ 169.31	\$ 677.24
	Tire Mfg. <i>Toyo 781074</i>			
2	LT235/75R15 H/T 6 PLY	3	\$ 113.96	\$ 341.88
	Tire Mfg. <i>DuRo 86600015235D</i>			
3	LT235/75R15 A/T 6 PLY	16	\$ 146.47	\$ 2343.52
	Tire Mfg. <i>Toyo 782145</i>			
4	LT215/85R16 H/T 10 PLY	27	\$ 150.25	\$ 4056.75
	Tire Mfg. <i>Cooper 50595</i>			
5	LT215/85R16 A/T 10 PLY	19	\$ 165.39	\$ 3142.41
	Tire Mfg. <i>Toyo 782141</i>			
6	LT225/75R16 H/T 10 PLY	21	\$ 154.55	\$ 3245.55
	Tire Mfg. <i>Toyo 782044</i>			
7	LT225/75R16 A/T 10 PLY	25	\$ 165.99	\$ 4149.75
	Tire Mfg. <i>Toyo 782144</i>			
8	LT235/70R16 A/T 10 PLY	4	\$ NA	\$ -
	Tire Mfg.			
9	LT235/85R16 H/T 10 PLY	14	\$ 164.62	\$ 2304.68
	Tire Mfg. <i>Toyo 782056</i>			
10	LT235/85R16 A/T 10 PLY	22	\$ 170.83	\$ 3758.26
	Tire Mfg. <i>Toyo 782142</i>			
11	LT235/85R16 M/T 10 PLY	20	\$ 233.58	\$ 47116.00
	Tire Mfg. <i>Toyo 360440</i>			
12	LT245/75R16 H/T 10 PLY	62	\$ 164.78	\$ 10216.36
	Tire Mfg. <i>Toyo 782046</i>			
13	LT245/75R16 A/T 10 PLY	117	\$ 178.42	\$ 20875.14
	Tire Mfg. <i>Toyo 252530</i>			
14	LT245/75R16 M/T 10 PLY	10	\$ 236.53	\$ 2365.30
	Tire Mfg. <i>Toyo 36045</i>			
15	LT255/70R16 A/T 10 PLY	4	\$ NA	\$ -
	Tire Mfg.			

Initial:

**Group 2 Light Truck Tires – Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
16	LT265/75R16 H/T 10 PLY	6	\$ 196.82	\$ 1180.92
	Tire Mfg. <i>Toy</i> <i>264030</i>			
17	LT265/75R16 A/T 10 PLY	35	\$ 189.31	\$ 6625.85
	Tire Mfg. <i>Toy</i> <i>252590</i>			
18	LT245/70R17 H/T 10 PLY	21	\$ 170.29	\$ 3576.09
	Tire Mfg. <i>Toy</i> <i>263040</i>			
19	LT245/70R17 A/T 10 PLY	20	\$ 167.80	\$ 3356.00
	Tire Mfg. <i>Toy</i> <i>201670</i>			
20	LT275/65R18 A/T 10 PLY	4	\$ 215.66	\$ 862.64
	Tire Mfg. <i>Toy</i> <i>252480</i>			
21	LT275/70R18 H/T 10 PLY	13	\$ 201.90	\$ 2624.70
	Tire Mfg. <i>Toy</i> <i>263090</i>			
Group 2 Total for Items 1-21				\$ 122,819.04

**Additional Cost Per Tire**

1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.	\$ 12.50
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".	\$ 27.50
3. Front End Alignment	\$ 59.00
4. Roadside repairs for vehicles traveling outside of city limits, cost per mile	\$ 1.50

Initial:

**Group 3 Heavy Truck Tires**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
1	215/75R17.5 H/T 16 PLY	68	\$ 164.17	\$ 11163.56	\$ - 0 -
	Tire Mfg. SAMSON				
2	225/70R19.5 H/T 12 PLY	8	\$ 178.21	\$ 1425.68	\$ 5.00
	Tire Mfg. SAMSON				
3	225/70R19.5 A/T 12 PLY	39	\$ 187.11	\$ 7297.29	\$ 5.00
	Tire Mfg. SAMSON				
4	10.00/20 HWY 14 PLY	4	\$ 242.35	\$ 969.40	\$ - 0 -
	Tire Mfg. SAMSON				
5	10.00/20 M/S 14 PLY	4	\$ 300.19	\$ 1201.16	\$ - 0 -
	Tire Mfg. SAMSON				
6	24R21 XZL 16PLY	2	\$ NA	\$ -	\$ -
	Michelin tire only				
	Specialized Fire Truck				
7	10.00R22.5 HWY 16 PLY	4	\$ 509.85	\$ 2039.40	\$ - 0 -
	Tire Mfg. Continental				
8	10.00R22.5 M/S 16 PLY	3	\$ 509.85	\$ 1529.55	\$ - 0 -
	Tire Mfg. Continental				
9	11.00R22.5 HWY 16 PLY	77	\$ 297.24	\$ 22887.48	\$ 40.00
	Tire Mfg. SAMSON				
10	11.00R22.5 M/S 16 PLY	482	\$ 205.98	\$ 147482.26	\$ 40.00
	Tire Mfg. SAMSON				
11	11.00R22.5 M/S 16 PLY	48	\$ 984.66	\$ 42263.68	\$ 40.00
	Goodyear G287 MSA Dura Seal Only				
12	12.00R22.5 HWY 16 PLY	37	\$ 360.45	\$ 13336.65	\$ - 0 -
	Tire Mfg. SAMSON				
13	12.00R22.5 M/S 16 PLY	80	\$ 376.43	\$ 30114.40	\$ - 0 -
	Tire Mfg. SAMSON				
14	255/70R22.5 HWY 16 PLY	4	\$ 233.10	\$ 932.40	\$ 5.00
	Tire Mfg. SAMSON				
15	315/80R22.5 HWY 18 PLY	76	\$ 380.54	\$ 28921.04	\$ - 0 -
	Tire Mfg. SAMSON				
16	315/80R22.5 HWY 20 PLY	18	\$ 382.76	\$ 6889.68	\$ - 0 -
	Tire Mfg. SAMSON				
17	315/80R22.5 HWY 20 PLY	12	\$ 1324.34	\$ 15892.08	\$ - 0 -
	Goodyear G287 MSA Dura Seal Only				
18	385/65R22.5 HWY 18 PLY	15	\$ 439.93	\$ 6598.95	\$ - 0 -
	Tire Mfg. SAMSON				

Initial:

**Group 3 Heavy Truck Tires - Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
19	425/65R22.5 HWY 20 PLY	25	\$ 538.38	\$ 13459.50	\$ - 0 -
	Tire Mfg. SAMSON				
20	11.00R24.5 HWY 16	18	\$ 327.43	\$ 5893.74	\$ 50.00
	Tire Mfg. SAMSON				
Group 3 Total for Items 1-20					360298.00

**Additional Cost Per Tire**

1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.	\$ 28.50
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".	\$ 43.50
3. Front End Alignment	\$ 295.00
4. Roadside repairs for vehicles traveling outside city limits, cost per mile	\$ 1.50

Initial:

*(This area is mostly blank with some faint, illegible markings.)*

**Group 4 Off-Road/Trailer Tires**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
1	7.00 - 15 LT HWY 10 PLY	8	\$ 99.65	\$ 797.20	\$ - 0 -
	Tire Mfg. SAMSON				
2	7.50 - 15 LT HWY 10 PLY	2	\$ 132.49	\$ 264.98	\$ - 0 -
	Tire Mfg. SAMSON				
3	ST225/75R15 HWY 8 PLY	4	\$ 90.75	\$ 363.00	\$ - 0 -
	Tire Mfg. GLADIATOR				
4	7.00 - 16LT HWY 10 PLY	4	\$ 146.41	\$ 585.64	\$ - 0 -
	Tire Mfg. SAMSON				
5	7.50 - 16 LT HWY 10 PLY	19	\$ 108.96	\$ 2070.24	\$ - 0 -
	Tire Mfg. HARTLAND				
6	4.10/3.50 - 4 Saw Tooth	4	\$ 16.31	\$ 65.24	\$ - 0 -
	Tire Mfg. CARLISLE				
7	15 - 6.00 - 6 Turf Saver	4	\$ 26.68	\$ 106.72	\$ - 0 -
	Tire Mfg. CARLISLE				
8	5.70 - 8 Saw Tooth	4	\$ 37.57	\$ 150.28	\$ - 0 -
	Tire Mfg. CARLISLE				
9	20 - 10.00 - 8 Turf Saver	4	\$ 46.20	\$ 184.80	\$ - 0 -
	Tire Mfg. DURO				
10	22.5 - 10.00 - 8 Turf Saver	2	\$ 70.15	\$ 140.30	\$ - 0 -
	Tire Mfg. CARLISLE				
11	25 - 13.00 - 9 Turf Saver	2	\$ 101.65	\$ 203.30	\$ - 0 -
	Tire Mfg. CARLISLE				
12	6.50 - 10 Turf Saver	4	\$ 82.52	\$ 330.08	\$ - 0 -
	Tire Mfg. SAMSON				
13	23 - 8.50 - 12 Turf Saver	4	\$ 59.50	\$ 238.00	\$ - 0 -
	Tire Mfg. DURO				
14	23 - 10.50 - 12 Turf Saver	4	\$ 67.43	\$ 269.72	\$ - 0 -
	Tire Mfg. DURO				
15	24 - 12.00 - 12 Turf Saver	4	\$ 93.06	\$ 372.24	\$ - 0 -
	Tire Mfg. CARLISLE				
16	26 - 12.00 - 12 Turf Saver	4	\$ 106.61	\$ 426.44	\$ - 0 -
	Tire Mfg. CARLISLE				
17	31/15.5 - 15 Lug 10 PLY	4	\$ 255.83	\$ 1023.32	\$ - 0 -
	Tire Mfg. CARLISLE				
18	7.00/ 12 Lug 14 PLY	4	\$ 113.85	\$ 455.40	\$ - 0 -
	Tire Mfg. SAMSON				
19	12/ 16.5 HWY 12 PLY	4	\$ 165.66	\$ 662.64	\$ - 0 -
	Tire Mfg. SAMSON				
20	10/ 16.5 Lug 10 PLY	4	\$ 135.41	\$ 541.64	\$ - 0 -
	Tire Mfg. SAMSON				
21	10.0/ 16.5 L-2 8 PLY	4	\$ 127.71	\$ 510.84	\$ - 0 -
	Tire Mfg. SAMSON				

Initial:

**Group 4 Off-Road/Trailer Tires - Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

22	9.5L - 15SL Contractor 10 PLY						
	Tire Mfg. <i>CARISLE</i>	4	\$ 199.70	\$ 798.80	\$ - 0 -		
23	11L - 15 Contractor 10 PLY						
	Tire Mfg. <i>SAMSON</i>	9	\$ 181.69	\$ 1635.21	\$ - 0 -		
24	9.50 - 16.5 Contractor 10 PLY						
	Tire Mfg. <i>DURO</i>	2	\$ 133.24	\$ 266.48	\$ - 0 -		
25	11L - 16 Contractor 12 PLY						
	Tire Mfg. <i>FIRESTONE</i>	41	\$ 181.11	\$ 7425.51	\$ - 0 -		
26	13.00/24 Grader G-2 12 PLY						
	Tire Mfg. <i>SAMSON</i>	9	\$ 373.03	\$ 3357.00	\$ - 0 -		
27	14.00/24 Grader G-2 12 PLY						
	Tire Mfg. <i>SAMSON</i>	40	\$ 507.39	\$ 20295.60	\$ - 0 -		
28	17.5/25 Loader L-2 16 PLY						
	Tire Mfg. <i>SAMSON</i>	7	\$ 742.29	\$ 5196.03	\$ - 0 -		
29	20.5/25 Loader L-2 20 PLY						
	Tire Mfg. <i>SAMSON</i>	6	\$ 1150.77	\$ 6904.62	\$ 40.00		
30	23.5/25 Loader L2 20 PLY						
	Tire Mfg. <i>SAMSON</i>	4	\$ 1450.08	\$ 5800.32	\$ - 0 -		
31	14.9/24 Sprinkler R-1 6 PLY						
	Tire Mfg. <i>SAMSON</i>	24	\$ 300.91	\$ 7221.84	\$ - 0 -		
32	16.9/24 Tractor R-1 8 PLY						
	Tire Mfg. <i>SAMSON</i>	6	\$ 492.30	\$ 2953.80	\$ - 0 -		
33	17.5/24 Tractor R-1 8 PLY						
	Tire Mfg. <i>SAMSON</i>	3	\$ 479.39	\$ 1438.17	\$ - 0 -		
34	18.4/R26 Tractor R-1 8 PLY						
	Tire Mfg. <i>FIRESTONE</i>	4	\$ 1616.85	\$ 6467.40	\$ - 0 -		
35	16.9/28 Tractor R-1 10 PLY						
	Tire Mfg. <i>FIRESTONE</i>	3	\$ 1223.93	\$ 3671.79	\$ - 0 -		
36	11.2/38 Tractor R-1 4 PLY						
	Tire Mfg. <i>FIRESTONE</i>	4	\$ 462.51	\$ 1850.04	\$ - 0 -		
Group 4 Total for Items 1-36							\$ 85044.63
Additional Cost Per Tire							
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.					\$		25.00
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".					\$		65.00
3. Roadside repairs for vehicles traveling outside of city limits, cost per mile					\$		1.50
Initial:							

\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

\*\*Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Tire Acquisition, Installation and Flat Repair with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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 Wolforth.

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 A to Z Tire & Battery, Inc a corporation organized under the laws of the State of Texas, or a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

Firm: A to Z Tire & Battery, Inc.

Address: 812 SW 4th Avenue / PO Box 9138

City: Amarillo State: TX Zip 79105-9138

Bidder acknowledges receipt of the following addenda:

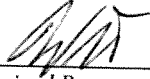
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name \_\_\_\_\_ and Manufacture's License No. \_\_\_\_\_
2. Name \_\_\_\_\_ and Converter's License No. \_\_\_\_\_
3. Name \_\_\_\_\_ and Representative's License No. \_\_\_\_\_
4. Name \_\_\_\_\_ and Franchise Dealer's License No. \_\_\_\_\_

General Distinguishing No. \_\_\_\_\_ (Franchised TX dealer)

By  Date: 5-2-13  
*Authorized Representative - must sign by hand*

Officer Name and Title: Will Nussbaum  
*Please Print*

Business Telephone Number 806-373-2592 FAX: 806-373-6504

E-mail Address: wnussbaum@atoztire.com

<b>FOR CITY USE ONLY</b>	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council ( <i>for bids over \$25,000</i> ): _____	Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.  
LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME,  
AND YOUR COMPANY NAME AND ADDRESS.

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11247-2 for tire acquisition, installation and flat tire services, by and between the City of Lubbock and Southern Tire Mart, LLC, of Columbia, Mississippi, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

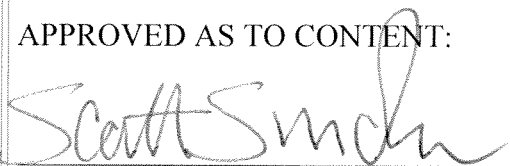
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

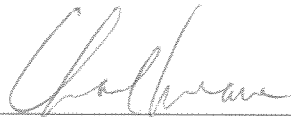
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Southern Tire Mart  
June 5, 2013

City of Lubbock, TX  
Contract for Services  
Tire Acquisition, Installation and Flat Repair

**THIS CONTRACT** made and entered into this 11<sup>th</sup> day of **July, 2013**, by and between the City of Lubbock ("City"), and **Southern Tire Mart, LLC** ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Tire Acquisition, Installation and Flat Repair and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Tire Acquisition, Installation and Flat Repair.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Tire Acquisition, Installation and Flat Repair and more specifically referred to as Group One thru Group Four on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, said date of term beginning upon formal approval. The contract may be renewed for one additional one year period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. Price adjustments may be allowed for "Pass Through" costs incurred by vendor. Requests for price adjustments will be WRITTEN, and will include documentation that substantiates additional costs. All requests will be received by the City 30 DAYS PRIOR to a requested effective date for a price adjustment. Such adjustments must be acceptable to both parties or the item(s) in question may be deleted from the contract with respect to further orders, or the contract may be canceled and new bids solicited.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the

right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
<b>General Liability</b>	
Commercial General Liability	\$500,000
General Aggregate	
<b>Automotive Liability</b>	
Combined Single Limit	
Any Auto	\$500,000
<b>Workers Compensation</b>	Statutory Amounts \$500,000

**The City of Lubbock shall be named as additional insured on Auto/General Liability on a Primary and Non-Contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.**

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.


7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Specifications and the Bid Form.

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

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Glen C. Robertson, Mayor

BY   
Authorized Representative

ATTEST:

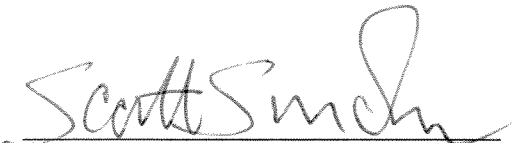
Southern Tire Mart, LLC  
Print Name

\_\_\_\_\_  
Rebecca Garza, City Secretary

529 Industrial Park Rd.  
Address

Columbia, MS 39429  
City, State, Zip Code

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

Bid Form  
Tire Acquisition, Installation and Flat Repair  
City of Lubbock, TX  
ITB 13-11247-CP

In compliance with the Invitation to Bid 13-11247-CP, 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 13-11247-CP is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

Group 1 Passenger Tires				
Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.				
Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
1	P155/80R13 A/S #06320	4	\$ 70.00	\$ 280.00
	Tire Mfg. MASTER CRAFT A/S IV			
2	P195/75R14 A/S #2000180	5	\$ 115.00	\$ 575.00
	Tire Mfg. HANKOOK RA08 HWY			
3	P205/75R15 A/S #147420	14	\$ 90.00	\$ 1,260.00
	Tire Mfg. TOYO EXTENSA A/S WW			
4	P205/65R15 A/S #140633	8	\$ 77.00	\$ 616.00
	Tire Mfg. FIRESTONE PRECISION TOURING			
5	P205/70HR15 A/S Pursuit Tire #140650	12	\$ 80.00	\$ 960.00
	Tire Mfg. FIRESTONE PRECISION TOURING			
6	P215/70HR15 A/S Pursuit Tire #140684	30	\$ 86.00	\$ 2,580.00
	Tire Mfg. FIRESTONE PRECISION TOURING			
7	P215/75R15 A/S #140310	7	\$ 84.00	\$ 588.00
	Tire Mfg. FIRESTONE DESTINATION LE 2			
8	P215/65R15 A/S #137981	13	\$ 77.00	\$ 1,001.00
	Tire Mfg. FIRESTONE PRECISION SPORT			
9	P225/70HR15 A/S Pursuit Tire #140344	3	\$ 87.00	\$ 261.00
	Tire Mfg. FIRESTONE DESTINATION LE 2			
10	P235/70HR15 A/S Pursuit Tire #140361	2	\$ 91.00	\$ 182.00
	Tire Mfg. FIRESTONE DESTINATION LE 2			
11	P215/60R16 A/S #140718	6	\$ 77.00	\$ 462.00
	Tire Mfg. FIRESTONE PRECISION TOURING			
				Initial: <i>RBC</i>

**Group 1 Passenger Tires – Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
12	P225/60HR16 A/S Pursuit Tire #067911	616	\$ 92.00	\$ 56,672.00
	Tire Mfg. FIRESTONE FIREHAWK PV41			
13	P235/70VR16 A/S Pursuit Tire #097759	22	\$ 103.00	\$ 2,266.00
	Tire Mfg. FIRESTONE DESTINATION LE2			
14	P235/75R16 A/T #027379	4	\$ 116.00	\$ 464.00
	Tire Mfg. FIRESTONE DESTINATION A/T			
15	P235/75R16 A/S #140378	65	\$ 105.00	\$ 6,825.00
	Tire Mfg. FIRESTONE DESTINATION LE 2			
16	P255/70R16 A/S #097844	4	\$ 114.00	\$ 456.00
	Tire Mfg. FIRESTONE DESTINATION LE 2			
17	P235/55VR17 A/S Pursuit Tire #077325	12	\$ 105.00	\$ 1,260.00
	Tire Mfg. FIRESTONE FIREHAWK GT Z PURSUIT			
18	P245/65R17 A/S #097844	2	\$ 114.00	\$ 228.00
	Tire Mfg. FIRESTONE DESTINATION LE 2			
19	P265/70R17 A/T #026784	21	\$ 125.00	\$ 2,625.00
	Tire Mfg. FIRESTONE DESTINATION AT			
	Group 1 Total for Items 1-19			\$ 54,014.00
Additional Cost Per Tire				
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.				\$ 12.00
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".				\$ 20.00
3. Front End Alignment				\$ N/A
4. Roadside repairs for vehicles traveling outside of city limits, cost per mile				\$ \$1.50 per mile
5. Mount/Dismount per tire		\$8.00		
6. Balance per tire		\$8.00		
7. Roadside Service Call		\$25.00	Initial: <b>RBC</b>	

**Group 2 Light Truck Tires**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
1	LT215/75R15 A/T 6 PLY #140310	4	\$ 84.00	\$ 336.00
	Tire Mfg. FIRESTONE DESTINATION LE 2			
2	LT235/75R15 H/T 6 PLY #189837	3	\$ 102.00	\$ 306.00
	Tire Mfg. FIRESTONE TRANSFORCE HT			
3	LT235/75R15 A/T 6 PLY #189650	16	\$ 102.00	\$ 1,632.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
4	LT215/85R16 H/T 10 PLY #189701	27	\$ 102.00	\$ 2,754.00
	Tire Mfg. FIRESTONE TRANSFORCE HT			
5	LT215/85R16 A/T 10 PLY #189565	19	\$ 103.00	\$ 1,957.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
6	LT225/75R16 H/T 10 PLY #189752	21	\$ 110.00	\$ 2,310.00
	Tire Mfg. FIRESTONE TRANSFORCE HT			
7	LT225/75R16 A/T 10 PLY #189667	25	\$ 113.00	\$ 2,825.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
8	LT235/70R16 A/T 10 PLY #026767	4	\$ 113.00	\$ 452.00
	Tire Mfg. FIRESTONE DESTINATION AT			
9	LT235/85R16 H/T 10 PLY #189718	14	\$ 113.00	\$ 1,582.00
	Tire Mfg. FIRESTONE TRANSFORCE HT			
10	LT235/85R16 A/T 10 PLY #189633	22	\$ 118.00	\$ 2,596.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
11	LT235/85R16 M/T 10 PLY #155586	20	\$ 133.00	\$ 2,660.00
	Tire Mfg. FIRESTONE DESTINATION MT			
12	LT245/75R16 H/T 10 PLY #189769	62	\$ 109.00	\$ 6,758.00
	Tire Mfg. FIRESTONE TRANSFORCE HT			
13	LT245/75R16 A/T 10 PLY #189582	117	\$ 114.00	\$ 13,338.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
14	LT245/75R16 M/T 10 PLY #155543	10	\$ 133.00	\$ 1,330.00
	Tire Mfg. FIRESTONE DESTINATION MT			
15	LT255/70R16 A/T 10 PLY #026869	4	\$ 130.00	\$ 520.00
	Tire Mfg. FIRESTONE DESTINATION AT			

Initial

*RBC*

**Group 2 Light Truck Tires – Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a 60,000 mile limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	Tire/Size Mfg.	Est. Qty	Per Tire Cost	Extended Cost
16	LT265/75R16 H/T 10 PLY #189786	6	\$ 125.00	\$ 750.00
	Tire Mfg. FIRESTONE TRANSFORCE HT			
17	LT265/75R16 A/T 10 PLY #189599	35	\$ 128.00	\$ 4,480.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
18	LT245/70R17 H/T 10 PLY #191316	21	\$ 119.00	\$ 2,499.00
	Tire Mfg. FIRESTONE TRANSFORCE HT			
19	LT245/70R17 A/T 10 PLY #200173	20	\$ 120.00	\$ 2,400.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
20	LT275/65R18 A/T 10 PLY #200207	4	\$ 148.00	\$ 592.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
21	LT275/70R18 H/T 10 PLY #205205	13	\$ 149.00	\$ 1,937.00
	Tire Mfg. FIRESTONE TRANSFORCE AT			
Group 2 Total for Items 1-21				\$ 79,561.00
<b>Additional Cost Per Tire</b>				
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.				\$ 12.00
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".				\$ 25.00
3. Front End Alignment				\$ N/A
4. Roadside repairs for vehicles traveling outside of city limits, cost per mile				\$ \$1.50 per mile
				<i>RBC</i> Initial:
5. Mount/Dismount per tire		\$8.00		
6. Balance per tire		\$8.00		
7. Roadside Service Call		\$25.00		

**Group 3 Heavy Truck Tires**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
1	215/75R17.5 H/T 16 PLY #208860	68	\$ 210.00	\$ 14,280.00	\$ \$0.00
	Tire Mfg. FIRESTONE FS560 PLUS				
2	225/70R19.5 H/T 12 PLY #160716	8	\$ 238.00	\$ 1,904.00	\$ \$0.00
	Tire Mfg. FIRESTONE FS560 PLUS				
3	225/70R19.5 A/T 12 PLY #186675	39	\$ 250.00	\$ 9,750.00	\$ \$0.00
	Tire Mfg. FIRESTONE FD690 PLUS				
4	10.00/20 HWY 14 PLY TF12095C	4	\$ 230.00	\$ 920.00	\$ \$0.00
	Tire Mfg. SUPERCARGO HWY T/T				
5	10.00/20 M/S 14 PLY MTB-4055-XL	4	\$ 249.00	\$ 996.00	\$ \$0.00
	Tire Mfg SUPERMAX LT117 LUG TT				
6	24R21 XZL 16PLY #418951	2	\$ 2,381.40	\$ 4,762.00	\$ \$0.00
	Michelin tire only BRIDGESTONE VGT				
	Specialized Fire Truck				
7	10.00R22.5 HWY 16 PLY #193050	4	\$ 319.00	\$ 1,276.00	\$ \$0.00
	Tire Mfg. FIRESTONE FS560				
8	10.00R22.5 M/S 16 PLY #199918	3	\$ 398.00	\$ 1,194.00	\$ \$0.00
	Tire Mfg. BRIDGESTONE M726EL				
9	11.00R22.5 HWY 16 PLY #156558	77	\$ 323.00	\$ 24,871.00	\$ 50.00
	Tire Mfg. FIRESTONE FS560 PLUS				
10	11.00R22.5 M/S 16 PLY #211206	482	\$ 360.00	\$ 173,520.00	\$ 50.00
	Tire Mfg. FIRESTONE FD663				
11	11.00R22.5 M/S 16 PLY	48	\$ NO \$ BID	\$	\$ 50.00
	Goodyear G287 MSA Dura Seal Only				
12	12.00R22.5 HWY 16 PLY #156523	37	\$ 392.00	\$ 14,504.00	\$ \$0.00
	Tire Mfg. FIRESTONE FS560 PLUS				
13	12.00R22.5 M/S 16 PLY #151009	80	\$ 435.00	\$ 34,800.00	\$ \$0.00
	Tire Mfg. FIRESTONE FD663				
14	255/70R22.5 HWY 16 PLY #192982	4	\$ 269.00	\$ 1,076.00	\$ \$0.00
	Tire Mfg FIRESTONE FS560				
15	315/80R22.5 HWY 18 PLY #240623	76	\$ 504.00	\$ 38,304.00	\$ \$0.00
	Tire Mfg. FIRESTONE ES400				
16	315/80R22.5 HWY 20 PLY #240623	18	\$ 504.00	\$ 9,072.00	\$ \$0.00
	Tire Mfg. FIRESTONE ES400				
17	315/80R22.5 HWY 20 PLY	12	\$ NO \$ BID	\$	\$ \$0.00
	Goodyear G287 MSA Dura Seal Only				
18	385/65R22.5 HWY 18 PLY #294586	15	\$ 487.00	\$ 7,305.00	\$ \$0.00
	Tire Mfg. FIRESTONE T839				

Initial: *RBC*

**Group 3 Heavy Truck Tires - Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
19	425/65R22.5 HWY 20 PLY #294594	25	\$ 544.00	\$ 13,600.00	\$ 0.00
	Tire Mfg. FIRESTONE T839				
20	11.00R24.5 HWY 16 #156582	18	\$ 343.00	\$ 6,174.00	\$ 55.00
	Tire Mfg FIRESTONE FS560 PLUS				
Group 3 Total for Items 1-20					\$458,308.00
Additional Cost Per Tire					
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.				\$	25.00
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".				\$	25.00
3. Front End Alignment				\$	N/A
4. Roadside repairs for vehicles traveling outside city limits, cost per mile				\$	\$1.50 per mile
Initial: <b>RBC</b>					
5. Mount/Dismount per tire			\$20.00		
6. Balance per tire			\$25.00		
7. Roadside Service Call			\$25.00		

**Group 4 Off-Road/Trailer Tires**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

Item	TIRE SIZE/ MFG	Est. Qty	Per Tire Cost	Extended Cost	Credit for reusable casing
1	7.00 - 15 LT HWY 10 PLY #STB-4004A-ZW	8	\$ 82.00	\$ 656.00	\$ 0.00
	Tire Mfg. SUPERMAX M218				
2	7.50 - 15 LT HWY 10 PLY #DS6320	2	\$ 129.00	\$ 258.00	\$ 0.00
	Tire Mfg. DEESTONE D902 LPT TT				
3	ST225/75R15 HWY 8 PLY #DS7281	4	\$ 86.25	\$ 345.00	\$ 0.00
	Tire Mfg. DEESTONE D901 BT TL				
4	7.00 - 16LT HWY 10 PLY #71019	4	\$ 228.34	\$ 913.36	\$ 0.00
	Tire Mfg. TORNEL TRUCK/MIL HWY				
5	7.50 - 16 LT HWY 10 PLY#STB-4005A-ZW	19	\$ 108.00	\$ 2,052.00	\$ 0.00
	Tire Mfg. SUPERMAX M218				
6	4.10 / 3.50 - 4 Saw Tooth #5190251	4	\$ 14.00	\$ 56.00	\$ 0.00
	Tire Mfg. CARLISLE SAWTOOTH				
7	15 - 6.00 - 6 Turf Saver #5110301	4	\$ 24.00	\$ 96.00	\$ 0.00
	Tire Mfg. CARLISLE TURF				
8	5.70 - 8 Saw Tooth #5193201	4	\$ 38.75	\$ 155.00	\$ 0.00
	Tire Mfg. CARLISLE SPORT TRAIL ST				
9	20 - 10.00 - 8 Turf Saver #5111011	4	\$ 65.00	\$ 260.00	\$ 0.00
	Tire Mfg. CARLISLE TURF SAVER				
10	22.5 - 10.00 - 8 Turf Saver #5753B7	2	\$ 88.00	\$ 176.00	\$ 0.00
	Tire Mfg. CARLISLE TURF TRAC R/S				
11	25 - 13.00 - 9 Turf Saver #588394	2	\$ 109.00	\$ 218.00	\$ 0.00
	Tire Mfg. CARLISLE HD FIELD TRAX				
12	6.50 - 10 Turf Saver #60109	4	\$ 129.00	\$ 516.00	\$ 0.00
	Tire Mfg. CARLISLE IND				
13	23 - 8.50 - 12 Turf Saver #511090	4	\$ 69.00	\$ 276.00	\$ 0.00
	Tire Mfg. CARLISLE TURF SAVER				
14	23 - 10.50 - 12 Turf Saver #511121	4	\$ 88.75	\$ 355.00	\$ 0.00
	Tire Mfg. CARLISLE TURF SAVER				
15	24 - 12.00 - 12 Turf Saver #511075	4	\$ 103.00	\$ 412.00	\$ 0.00
	Tire Mfg. CARLISLE TURF SAVER				
16	26 - 12.00 - 12 Turf Saver #574377	4	\$ 131.00	\$ 524.00	\$ 0.00
	Tire Mfg. CARLISLE MULTI TRAC C/S				
17	31/15.5 - 15 Lug 10 PLY #DS8001	4	\$ 243.00	\$ 972.00	\$ 0.00
	Tire Mfg. DEESTONE D316 TRENCHER				
18	7.00/ 12 Lug 14 PLY #DS6135	4	\$ 119.00	\$ 476.00	\$ 0.00
	Tire Mfg. DEESTONE D306 IND LUG				
19	12/ 16.5 HWY 12 PLY #DS7906	4	\$ 225.00	\$ 900.00	\$ 0.00
	Tire Mfg. DEESTONE HWY				
20	10/ 16.5 Lug 10 PLY #AM1034	4	\$ 130.00	\$ 520.00	\$ 0.00
	Tire Mfg. ARMOUR RG400 EM LOADER				
21	10.0/ 16.5 L-2 8 PLY #DS6105	4	\$ 145.00	\$ 580.00	\$ 0.00
	Tire Mfg. DEESTONE D304 RIM GUARD				

Initial: *RBC*

**Group 4 Off-Road/Trailer Tires - Continued**

Provide a complete price including installation. The bid price must include all mounting, balancing, disposal costs, etc. with a standard mfg. limited warranty. National name brand OEM style tires with similar or improved ratings only. No retreaded or used tires will be accepted.

22	9.5L - 15SL Contractor 10 PLY	4	\$ 105.00	\$ 420.00	\$ 0.00
	Tire Mfg. TREADURA I-1 RIB #IMP0006-12				
23	11L - 15 Contractor 10 PLY	9	\$ 191.00	\$ 1,719.00	\$ 0.00
	Tire Mfg. FIRESTONE IND SPCL #326011				
24	9.50 - 16.5 Contractor 10 PLY	2	\$ 131.00	\$ 262.00	\$ 0.00
	Tire Mfg. DEESTONE D902 #DS1295				
25	11L - 16 Contractor 12 PLY	41	\$ 131.00	\$ 5,371.00	\$ 0.00
	Tire Mfg. FIRESTONE IND FR #378355				
26	13.00 / 24 Grader G-2 12 PLY	9	\$ 511.00	\$ 4,599.00	\$ 0.00
	Tire Mfg. FIRESTONE SGG #425163				
27	14.00 / 24 Grader G-2 12 PLY	40	\$ 595.00	\$ 23,800.00	\$ 0.00
	Tire Mfg. FIRESTONE SGG #425214				
28	17.5 / 25 Loader L-2 16 PLY	7	\$ 912.00	\$ 6,384.00	\$ 0.00
	Tire Mfg. FIRESTONE SGG #425180				
29	20.5 / 25 Loader L-2 20 PLY	6	\$ 1,395.00	\$ 8,370.00	\$ 0.00
	Tire Mfg. FIRESTONE SGG #410713				
30	23.5 / 25 Loader L2 20 PLY	4	\$ 1,879.00	\$ 7,516.00	\$ 0.00
	Tire Mfg. FIRESTONE SGG #404969				
31	14.9 / 24 Sprinkler R-1 6 PLY	24	\$ 362.00	\$ 8,688.00	\$ 0.00
	Tire Mfg. FIRESTONE IRR SPCL #322377				
32	16.9 / 24 Tractor R-1 8 PLY	6	\$ 615.00	\$ 3,690.00	\$ 0.00
	Tire Mfg. FIRESTONE TRAC F #359505				
33	17.5 / 24 Tractor R-1 8 PLY	3	\$ 489.00	\$ 1,467.00	\$ 0.00
	Tire Mfg. DURAMAX REAR TRAC R-4				
34	18.4 / R26 Tractor R-1 8 PLY	4	\$ 1,009.00	\$ 4,036.00	\$ 0.00
	Tire Mfg. FIRESTONE TRAC F #362443				
35	16.9 / 28 Tractor R-1 10 PLY	3	\$ 1,111.00	\$ 3,333.00	\$ 0.00
	Tire Mfg. FIRESTONE SUPER AT #343943				
36	11.2 / 38 Tractor R-1 4 PLY	4	\$ 448.00	\$ 1,792.00	\$ 0.00
	Tire Mfg. FIRESTONE FLD & RD #355003				
Group 4 Total for Items 1-36					\$ 92,163.36
Additional Cost Per Tire					
1. In shop -flat repair. Price to be on a per tire basis and to include all ancillary costs associated with normal repair.					\$ See below
2. Road side flat repair. Price to be on a per tire basis and to include all ancillary costs associated with "Road side repair".					\$ See below
3. Roadside repairs for vehicles traveling outside of city limits, cost per mile					\$ \$1.50 per mile
4. Roadside service calls \$25.00					Initial: <i>RBC</i>
Flat repair (in-shop or roadside) Line items #1 through #21 - \$12.00; Line items #22 through #25 - \$25.00; Line items #26 through #27 - \$45.00; Line item #28 - \$75.00; line items #29 through #30 - \$125.00; Line item #31 through #36 - \$85.00					

\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

\*\*Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Tire Acquisition, Installation and Flat Repair with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0.0 %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES X NO \_\_\_\_\_

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY SOUTHERN TIRE MART, LLC a corporation organized under the laws of the State of \_\_\_\_\_, or a partnership consisting of \_\_\_\_\_ or \_\_\_\_\_ individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

Firm: SOUTHERN TIRE MART, LLC

Address: 529 INDUSTRIAL PARK ROAD

City: COLUMBIA State: MISSISSIPPI Zip: 39429

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 4/26/2013  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_


NOT APPLICABLE

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name \_\_\_\_\_ and Manufacture's License No. \_\_\_\_\_
2. Name \_\_\_\_\_ and Converter's License No. \_\_\_\_\_
3. Name \_\_\_\_\_ and Representative's License No. \_\_\_\_\_
4. Name \_\_\_\_\_ and Franchise Dealer's License No. \_\_\_\_\_

General Distinguishing No. \_\_\_\_\_ (Franchised TX dealer)

By  Date: MAY 2, 2013  
*Authorized Representative - must sign by hand*

Officer Name and Title: RICHARD CONWILL, DIRECTOR OF GOVERNMENT SALES  
*Please Print*

Business Telephone Number 877-786-4681 FAX: 214-389-7111

E-mail Address: rconwill@stmtires.com

<b>FOR CITY USE ONLY</b>	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual:	_____
Date of Award by City Council ( <i>for bids over \$25,000</i> ):	_____ Date P.O./Contract Issued: _____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME,  
AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
Group 1						
1	4	EA	P155/80R13			
			McWhorter's LTD.	Lubbock, TX	45	\$ 180
			Bill Williams Tire	Lubbock, TX	50	200
			Flores Tire Service	Lubbock, TX	65	260
			A to Z Tire & Battery, Inc. & Battery, Inc.	Amarillo, TX	66	263
			Southern Tire Mart, LLC	Columbia, MS	70	280
			Tiger Tire & Retreading & Retreading	Lubbock, TX	70	281
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	79	318
			Caprock Tire, Inc., Inc.	Lubbock, TX	81	322
2	5	EA	P195/75R14 A/S			
			Bill Williams Tire	Lubbock, TX	41	205
			McWhorter's LTD.	Lubbock, TX	71	355
			Flores Tire Service	Lubbock, TX	74	370
			Tiger Tire & Retreading	Lubbock, TX	75	377
			A to Z Tire & Battery, Inc.	Amarillo, TX	85	426
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	86	430
			Caprock Tire, Inc.	Lubbock, TX	90	450
			Southern Tire Mart, LLC	Columbia, MS	115	575
3	14	EA	P205/75R15			
			Bill Williams Tire	Lubbock, TX	45	630
			McWhorter's LTD.	Lubbock, TX	80	1,120
			Flores Tire Service	Lubbock, TX	81	1,134
			Tiger Tire & Retreading	Lubbock, TX	86	1,205
			Southern Tire Mart, LLC	Columbia, MS	90	1,260
			A to Z Tire & Battery, Inc.	Amarillo, TX	91	1,269
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	95	1,336
			Caprock Tire, Inc.	Lubbock, TX	103	1,435
4	8	EA	P205/65R15 A/S			
			Bill Williams Tire	Lubbock, TX	56	448
			McWhorter's LTD.	Lubbock, TX	73	584
			Southern Tire Mart, LLC	Columbia, MS	77	616
			Flores Tire Service	Lubbock, TX	81	648
			Tiger Tire & Retreading	Lubbock, TX	87	693
			A to Z Tire & Battery, Inc.	Amarillo, TX	88	700
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	98	780
			Caprock Tire, Inc.	Lubbock, TX	104	828
5	12	EA	P205/70HR15 A/S Pursuit Tire			
			Bill Williams Tire	Lubbock, TX	63	756
			Southern Tire Mart, LLC	Columbia, MS	80	960
			Tiger Tire & Retreading	Lubbock, TX	86	1,026
			A to Z Tire & Battery, Inc.	Amarillo, TX	87	1,045
			Flores Tire Service	Lubbock, TX	97	1,168
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	154	1,842

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
6	30	EA	P215/70HR15 A/S Pursuit Tire			
			Bill Williams Tire	Lubbock, TX	67	2,010
			Tiger Tire & Retreading	Lubbock, TX	83	2,501
			Southern Tire Mart, LLC	Columbia, MS	86	2,580
			A to Z Tire & Battery, Inc.	Amarillo, TX	88	2,631
			Flores Tire Service	Lubbock, TX	139	4,160
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	203	6,094
7	7	EA	P215/75R15 A/S			
			Bill Williams Tire	Lubbock, TX	67	469
			McWhorter's LTD.	Lubbock, TX	83	581
			Southern Tire Mart, LLC	Columbia, MS	84	588
			Flores Tire Service	Lubbock, TX	86	602
			Tiger Tire & Retreading	Lubbock, TX	90	631
			A to Z Tire & Battery, Inc.	Amarillo, TX	92	643
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	99	694
Caprock Tire, Inc.	Lubbock, TX	103	719			
8	13	EA	P215/65R15 A/S			
			Bill Williams Tire	Lubbock, TX	77	936
			Southern Tire Mart, LLC	Columbia, MS	83	1,001
			McWhorter's LTD.	Lubbock, TX	86	1,079
			Flores Tire Service	Lubbock, TX	88	1,118
			Tiger Tire & Retreading	Lubbock, TX	91	1,144
			A to Z Tire & Battery, Inc.	Amarillo, TX	99	1,187
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	103	1,288
9	3	EA	P225/70HR15 A/S Pursuit Tire			
			Bill Williams Tire	Lubbock, TX	81	243
			Southern Tire Mart, LLC	Columbia, MS	87	243
			A to Z Tire & Battery, Inc.	Amarillo, TX	98	261
			Tiger Tire & Retreading	Lubbock, TX	100	294
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	115	300
			Flores Tire Service	Lubbock, TX	208	345
10	2	EA	P235/70HR15 A/S Pursuit Tire			
			Southern Tire Mart, LLC	Columbia, MS	91	182
			Bill Williams Tire	Lubbock, TX	95	190
			Tiger Tire & Retreading	Lubbock, TX	110	219
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	123	247
			A to Z Tire & Battery, Inc.	Amarillo, TX	127	254
11	6	EA	P215/60R16 A/S			
			Southern Tire Mart, LLC	Columbia, MS	77	462
			McWhorter's LTD.	Lubbock, TX	82	492
			Bill Williams Tire	Lubbock, TX	82	492
			Flores Tire Service	Lubbock, TX	93	558
			Tiger Tire & Retreading	Lubbock, TX	96	578
			A to Z Tire & Battery, Inc.	Amarillo, TX	99	597
			Caprock Tire, Inc.	Lubbock, TX	111	663
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	115	692			

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
12	616	EA	P225/60HR16 A/S Pursuit Tire			
			Bill Williams Tire	Lubbock, TX	92	47,432
			Southern Tire Mart, LLC	Columbia, MS	97	56,672
			Tiger Tire & Retreading	Lubbock, TX	104	59,814
			McWhorter's LTD.	Lubbock, TX	118	64,052
			A to Z Tire & Battery, Inc.	Amarillo, TX	210	72,688
			Flores Tire Service	Lubbock, TX	224	129,360
13	22	EA	P235/70VR16 A/S Pursuit Tire			
			Bill Williams Tire	Lubbock, TX	92	2,024
			Southern Tire Mart, LLC	Columbia, MS	103	2,266
			Tiger Tire & Retreading	Lubbock, TX	125	2,743
			A to Z Tire & Battery, Inc.	Amarillo, TX	137	3,006
			Flores Tire Service	Lubbock, TX	176	3,872
			McWhorter's LTD.	Lubbock, TX	178	3,923
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	259	5,693
14	4	EA	P235/75R16 A/T			
			Bill Williams Tire	Lubbock, TX	90	360
			Southern Tire Mart, LLC	Columbia, MS	116	464
			McWhorter's LTD.	Lubbock, TX	126	504
			Tiger Tire & Retreading	Lubbock, TX	130	520
			Flores Tire Service	Lubbock, TX	131	524
			A to Z Tire & Battery, Inc.	Amarillo, TX	139	556
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	142	567
			Caprock Tire, Inc.	Lubbock, TX	147	588
15	65	EA	P235/75R16 A/S			
			Bill Williams Tire	Lubbock, TX	92	5,980
			Southern Tire Mart, LLC	Columbia, MS	105	6,825
			McWhorter's LTD.	Lubbock, TX	122	7,930
			Tiger Tire & Retreading	Lubbock, TX	130	8,447
			Flores Tire Service	Lubbock, TX	131	8,515
			A to Z Tire & Battery, Inc.	Amarillo, TX	135	8,768
			Caprock Tire, Inc.	Lubbock, TX	137	8,873
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	142	9,207
16	4	EA	P255/70R16 A/S			
			Bill Williams Tire	Lubbock, TX	100	400
			Southern Tire Mart, LLC	Columbia, MS	114	456
			McWhorter's LTD.	Lubbock, TX	131	525
			Caprock Tire, Inc.	Lubbock, TX	138	550
			Flores Tire Service	Lubbock, TX	140	560
			A to Z Tire & Battery, Inc.	Amarillo, TX	143	570
			Tiger Tire & Retreading	Lubbock, TX	145	578
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	161	643

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
17	12	EA	P235/55VR17 A/S Pursuit Tire			
			Bill Williams Tire	Lubbock, TX	95	1,140
			Southern Tire Mart, LLC	Columbia, MS	105	1,260
			McWhorter's LTD.	Lubbock, TX	122	1,467
			Tiger Tire & Retreading	Lubbock, TX	127	1,522
			A to Z Tire & Battery, Inc.	Amarillo, TX	127	1,527
			Flores Tire Service	Lubbock, TX	172	2,064
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	321	3,848
18	2	EA	P245/65R17 A/S			
			Bill Williams Tire	Lubbock, TX	109	218
			Southern Tire Mart, LLC	Columbia, MS	114	228
			McWhorter's LTD.	Lubbock, TX	126	252
			Tiger Tire & Retreading	Lubbock, TX	134	269
			Flores Tire Service	Lubbock, TX	141	282
			Caprock Tire, Inc.	Lubbock, TX	147	293
			A to Z Tire & Battery, Inc.	Amarillo, TX	149	299
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	171	343
19	21	EA	P265/70R17 A/T			
			Bill Williams Tire	Lubbock, TX	108	2,268
			Southern Tire Mart, LLC	Columbia, MS	125	2,625
			McWhorter's LTD.	Lubbock, TX	135	2,835
			Tiger Tire & Retreading	Lubbock, TX	155	3,251
			A to Z Tire & Battery, Inc.	Amarillo, TX	162	3,406
			Flores Tire Service	Lubbock, TX	164	3,444
			Caprock Tire, Inc.	Lubbock, TX	171	3,591
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	184	3,872
			Group 2			
1	4	EA	LT215/75R15 A/T 6 PLV			
			Southern Tire Mart, LLC	Columbia, MS	84	336
			Bill Williams Tire	Lubbock, TX	125	500
			Tiger Tire & Retreading	Lubbock, TX	140	562
			Caprock Tire, Inc.	Lubbock, TX	154	614
			Flores Tire Service	Lubbock, TX	169	676
			A to Z Tire & Battery, Inc.	Amarillo, TX	169	677
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	175	698
			McWhorter's LTD.	Lubbock, TX	177	707

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
2	3	EA	LT235/75R15 H/T 6 PLV			
			Bill Williams Tire	Lubbock, TX	89	267
			Southern Tire Mart, LLC	Columbia, MS	102	306
			A to Z Tire & Battery, Inc.	Amarillo, TX	114	342
			Flores Tire Service	Lubbock, TX	130	390
			McWhorter's LTD.	Lubbock, TX	136	407
			Tiger Tire & Retreading	Lubbock, TX	139	417
			Caprock Tire, Inc.	Lubbock, TX	143	428
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	157	472			
3	16	EA	LT235/75R15 A/T 6 PLV			
			Bill Williams Tire	Lubbock, TX	89	1,424
			Southern Tire Mart, LLC	Columbia, MS	102	1,632
			Tiger Tire & Retreading	Lubbock, TX	136	2,174
			McWhorter's LTD.	Lubbock, TX	139	2,222
			A to Z Tire & Battery, Inc.	Amarillo, TX	146	2,344
			Flores Tire Service	Lubbock, TX	157	2,512
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	166	2,663
Caprock Tire, Inc.	Lubbock, TX	168	2,680			
4	27	EA	LT215/85R16 H/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	92	2,484
			Southern Tire Mart, LLC	Columbia, MS	102	2,754
			Caprock Tire, Inc.	Lubbock, TX	144	3,875
			A to Z Tire & Battery, Inc.	Amarillo, TX	150	4,057
			Flores Tire Service	Lubbock, TX	154	4,158
			Tiger Tire & Retreading	Lubbock, TX	155	4,183
			McWhorter's LTD.	Lubbock, TX	164	4,428
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	167	4,510			
5	19	EA	LT215/85R16 A/T 10 PLV			
			Southern Tire Mart, LLC	Columbia, MS	103	1,957
			Bill Williams Tire	Lubbock, TX	126	2,394
			McWhorter's LTD.	Lubbock, TX	141	2,676
			Tiger Tire & Retreading	Lubbock, TX	156	2,956
			A to Z Tire & Battery, Inc.	Amarillo, TX	165	3,142
			Flores Tire Service	Lubbock, TX	166	3,154
			Caprock Tire, Inc.	Lubbock, TX	176	3,335
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	176	3,348			
6	21	EA	LT225/75R16 H/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	96	2,016
			Southern Tire Mart, LLC	Columbia, MS	110	2,310
			McWhorter's LTD.	Lubbock, TX	119	2,496
			Flores Tire Service	Lubbock, TX	141	2,961
			A to Z Tire & Battery, Inc.	Amarillo, TX	155	3,246
			Caprock Tire, Inc.	Lubbock, TX	157	3,287
			Tiger Tire & Retreading	Lubbock, TX	161	3,389
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	170	3,578			

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
7	25	EA	LT225/75R16 A/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	99	2,475
			Southern Tire Mart, LLC	Columbia, MS	113	2,825
			McWhorter's LTD.	Lubbock, TX	155	3,877
			Caprock Tire, Inc.	Lubbock, TX	159	3,963
			Flores Tire Service	Lubbock, TX	161	4,025
			A to Z Tire & Battery, Inc.	Amarillo, TX	166	4,150
			Tiger Tire & Retreading	Lubbock, TX	171	4,268
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	182	4,546			
8	4	EA	LT235/70R16 A/T 10 PLV			
			Southern Tire Mart, LLC	Columbia, MS	113	452
			McWhorter's LTD.	Lubbock, TX	129	518
			Bill Williams Tire	Lubbock, TX	170	680
			Tiger Tire & Retreading	Lubbock, TX	225	899
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	240	961
9	14	EA	LT235/85R16 H/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	102	1,428
			Southern Tire Mart, LLC	Columbia, MS	113	1,582
			McWhorter's LTD.	Lubbock, TX	141	1,977
			Caprock Tire, Inc.	Lubbock, TX	154	2,149
			Flores Tire Service	Lubbock, TX	158	2,212
			A to Z Tire & Battery, Inc.	Amarillo, TX	165	2,305
			Tiger Tire & Retreading	Lubbock, TX	171	2,392
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	175	2,450			
10	22	EA	LT235/85R16 A/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	106	2,332
			Southern Tire Mart, LLC	Columbia, MS	118	2,596
			McWhorter's LTD.	Lubbock, TX	164	3,601
			Flores Tire Service	Lubbock, TX	166	3,652
			Tiger Tire & Retreading	Lubbock, TX	166	3,659
			Caprock Tire, Inc.	Lubbock, TX	169	3,707
			A to Z Tire & Battery, Inc.	Amarillo, TX	171	3,758
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	195	4,281			
11	20	EA	LT235/85R16 M/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	121	2,420
			Southern Tire Mart, LLC	Columbia, MS	133	2,660
			McWhorter's LTD.	Lubbock, TX	158	3,164
			Flores Tire Service	Lubbock, TX	175	3,493
			Caprock Tire, Inc.	Lubbock, TX	182	3,630
			Tiger Tire & Retreading	Lubbock, TX	208	4,162
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	209	4,176
A to Z Tire & Battery, Inc.	Amarillo, TX	234	4,672			

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
12	62	EA	LT245/75R16 H/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	97	6,014
			Southern Tire Mart, LLC	Columbia, MS	109	6,758
			McWhorter's LTD.	Lubbock, TX	121	7,493
			Caprock Tire, Inc.	Lubbock, TX	154	9,517
			Flores Tire Service	Lubbock, TX	160	9,920
			A to Z Tire & Battery, Inc.	Amarillo, TX	165	10,216
			Tiger Tire & Retreading	Lubbock, TX	173	10,725
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	184	11,396			
13	117	EA	LT245/75R16 A/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	103	12,051
			Southern Tire Mart, LLC	Columbia, MS	114	13,338
			Flores Tire Service	Lubbock, TX	160	18,720
			Caprock Tire, Inc.	Lubbock, TX	171	19,949
			McWhorter's LTD.	Lubbock, TX	177	20,684
			A to Z Tire & Battery, Inc.	Amarillo, TX	178	20,875
			Tiger Tire & Retreading	Lubbock, TX	182	21,274
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	195	22,799			
14	10	EA	LT245/75R16 M/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	122	1,220
			Southern Tire Mart, LLC	Columbia, MS	133	1,330
			McWhorter's LTD.	Lubbock, TX	165	1,650
			Flores Tire Service	Lubbock, TX	180	1,800
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	198	1,985
			Tiger Tire & Retreading	Lubbock, TX	214	2,141
			Caprock Tire, Inc.	Lubbock, TX	222	2,215
A to Z Tire & Battery, Inc.	Amarillo, TX	237	2,365			
15	4	EA	LT255/70R16 A/T 10 PLV			
			Southern Tire Mart, LLC	Columbia, MS	130	520
			McWhorter's LTD.	Lubbock, TX	137	548
			Tiger Tire & Retreading	Lubbock, TX	167	667
			Bill Williams Tire	Lubbock, TX	180	720
			Flores Tire Service	Lubbock, TX	223	891
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	264	1,058			
16	6	EA	LT265/75R16 H/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	109	654
			Southern Tire Mart, LLC	Columbia, MS	125	750
			Flores Tire Service	Lubbock, TX	155	928
			McWhorter's LTD.	Lubbock, TX	155	930
			Tiger Tire & Retreading	Lubbock, TX	182	1,094
			Caprock Tire, Inc.	Lubbock, TX	185	1,107
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	195	1,169
A to Z Tire & Battery, Inc.	Amarillo, TX	197	1,181			

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
17	35	EA	LT265/75R16 A/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	112	3,920
			Southern Tire Mart, LLC	Columbia, MS	128	4,480
			McWhorter's LTD.	Lubbock, TX	149	5,215
			Flores Tire Service	Lubbock, TX	176	6,160
			Caprock Tire, Inc.	Lubbock, TX	184	6,423
			A to Z Tire & Battery, Inc.	Amarillo, TX	189	6,626
			Tiger Tire & Retreading	Lubbock, TX	202	7,085
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	209	7,317			
18	21	EA	LT245/70R17 H/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	106	2,226
			Southern Tire Mart, LLC	Columbia, MS	119	2,499
			Flores Tire Service	Lubbock, TX	148	3,108
			Caprock Tire, Inc.	Lubbock, TX	162	3,392
			McWhorter's LTD.	Lubbock, TX	165	3,455
			A to Z Tire & Battery, Inc.	Amarillo, TX	170	3,576
			Tiger Tire & Retreading	Lubbock, TX	190	3,995
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	196	4,116			
19	20	EA	LT245/70R17 A/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	106	2,120
			Southern Tire Mart, LLC	Columbia, MS	120	2,400
			Flores Tire Service	Lubbock, TX	148	2,960
			A to Z Tire & Battery, Inc.	Amarillo, TX	168	3,356
			McWhorter's LTD.	Lubbock, TX	172	3,440
			Tiger Tire & Retreading	Lubbock, TX	199	3,978
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	218	4,368
Caprock Tire, Inc.	Lubbock, TX	222	4,430			
20	4	EA	LT275/65R18 A/T 10 PLV			
			Southern Tire Mart, LLC	Columbia, MS	148	592
			Bill Williams Tire	Lubbock, TX	189	756
			McWhorter's LTD.	Lubbock, TX	212	847
			A to Z Tire & Battery, Inc.	Amarillo, TX	216	863
			Caprock Tire, Inc.	Lubbock, TX	259	1,034
			Tiger Tire & Retreading	Lubbock, TX	265	1,062
			Williams, Brake, Tune & Tire, LLC	Lubbock, TX	273	1,091
Flores Tire Service	Lubbock, TX	280	1,120			
21	13	EA	LT275/70R18 H/T 10 PLV			
			Bill Williams Tire	Lubbock, TX	128	1,664
			Southern Tire Mart, LLC	Columbia, MS	149	1,937
			Flores Tire Service	Lubbock, TX	173	2,253
			McWhorter's LTD.	Lubbock, TX	193	2,506
			A to Z Tire & Battery, Inc.	Amarillo, TX	202	2,625
			Caprock Tire, Inc.	Lubbock, TX	206	2,672
			Tiger Tire & Retreading	Lubbock, TX	231	3,004
Williams, Brake, Tune & Tire, LLC	Lubbock, TX	284	3,686			

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
Group 3						
1	68	EA	215/75R17.5 H/T 16 PLV A to Z Tire & Battery, Inc.	Amarillo, TX	164	11,164
			Bill Williams Tire	Lubbock, TX	170	11,560
			Caprock Tire, Inc.	Lubbock, TX	201	13,668
			Southern Tire Mart, LLC	Columbia, MS	210	14,280
			Tiger Tire & Retreading	Lubbock, TX	305	20,711
			McWhorter's LTD.	Lubbock, TX	385	26,150
2	8	EA	225/70R19.5 H/T 12 PLV A to Z Tire & Battery, Inc.	Amarillo, TX	178	1,426
			Bill Williams Tire	Lubbock, TX	180	1,440
			Caprock Tire, Inc.	Lubbock, TX	208	1,664
			Southern Tire Mart, LLC	Columbia, MS	238	1,904
			McWhorter's LTD.	Lubbock, TX	249	1,990
			Tiger Tire & Retreading	Lubbock, TX	283	2,262
3	39	EA	225/70R19.5 A/T 12 PLV A to Z Tire & Battery, Inc.	Amarillo, TX	187	7,297
			Bill Williams Tire	Lubbock, TX	196	7,644
			Caprock Tire, Inc.	Lubbock, TX	236	9,185
			Southern Tire Mart, LLC	Columbia, MS	250	9,750
			McWhorter's LTD.	Lubbock, TX	267	10,404
			Tiger Tire & Retreading	Lubbock, TX	341	13,301
4	4	EA	10.00/20 HWV 14 PLV Bill Williams Tire	Lubbock, TX	200	800
			Southern Tire Mart, LLC	Columbia, MS	230	920
			A to Z Tire & Battery, Inc.	Amarillo, TX	242	969
			McWhorter's LTD.	Lubbock, TX	259	1,036
			Caprock Tire, Inc.	Lubbock, TX	281	1,123
			Tiger Tire & Retreading	Lubbock, TX	581	2,325
5	4	EA	10.00/20 M/S 14 PLV Bill Williams Tire	Lubbock, TX	220	880
			McWhorter's LTD.	Lubbock, TX	236	944
			Southern Tire Mart, LLC	Columbia, MS	249	996
			Caprock Tire, Inc.	Lubbock, TX	281	1,123
			Tiger Tire & Retreading	Lubbock, TX	286	1,144
			A to Z Tire & Battery, Inc.	Amarillo, TX	300	1,201
6	2	EA	24R21 XZL 16PLV Southern Tire Mart, LLC	Columbia, MS	2,381	4,763
			Bill Williams Tire	Lubbock, TX	3,200	6,400
			Tiger Tire & Retreading	Lubbock, TX	4,280	8,560
7	4	EA	10.00R22.5 HWV 16 PLV Tiger Tire & Retreading	Lubbock, TX	290	1,160
			Bill Williams Tire	Lubbock, TX	295	1,180
			Southern Tire Mart, LLC	Columbia, MS	319	1,276
			Caprock Tire, Inc.	Lubbock, TX	344	1,374
			McWhorter's LTD.	Lubbock, TX	365	1,461
			A to Z Tire & Battery, Inc.	Amarillo, TX	510	2,039

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
8	3	EA	10.00R22.5 M/S 16 PLV			
			Bill Williams Tire	Lubbock, TX	325	975
			McWhorter's LTD.	Lubbock, TX	372	1,117
			Caprock Tire, Inc.	Lubbock, TX	398	1,193
			Southern Tire Mart, LLC	Columbia, MS	398	1,194
			A to Z Tire & Battery, Inc.	Amarillo, TX	510	1,530
			Tiger Tire & Retreading	Lubbock, TX	516	1,549
9	77	EA	11.00R22.5 HWV 16 PLV			
			Tiger Tire & Retreading	Lubbock, TX	290	22,327
			A to Z Tire & Battery, Inc.	Amarillo, TX	297	22,887
			Bill Williams Tire	Lubbock, TX	310	24,871
			Southern Tire Mart, LLC	Columbia, MS	323	24,871
			McWhorter's LTD.	Lubbock, TX	331	25,493
			Caprock Tire, Inc.	Lubbock, TX	386	29,684
10	482	EA	11.00R22.5 M/S 16 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	306	147,482
			Southern Tire Mart, LLC	Columbia, MS	360	173,520
			McWhorter's LTD.	Lubbock, TX	360	173,698
			Bill Williams Tire	Lubbock, TX	365	175,930
			Caprock Tire, Inc.	Lubbock, TX	371	178,581
			Tiger Tire & Retreading	Lubbock, TX	650	313,421
11	48	EA	11.00R22.5 M/S 16 PLV			
			Bill Williams Tire	Lubbock, TX	524	25,152
			McWhorter's LTD.	Lubbock, TX	550	26,400
			A to Z Tire & Battery, Inc.	Amarillo, TX	985	47,264
			Tiger Tire & Retreading	Lubbock, TX	1,035	49,689
12	37	EA	12.00R22.5 HWV 16 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	360	13,337
			Bill Williams Tire	Lubbock, TX	375	13,875
			Southern Tire Mart, LLC	Columbia, MS	392	14,504
			McWhorter's LTD.	Lubbock, TX	410	15,176
			Caprock Tire, Inc.	Lubbock, TX	458	16,928
			Tiger Tire & Retreading	Lubbock, TX	779	28,833
13	80	EA	12.00R22.5 M/S 16 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	376	30,114
			Bill Williams Tire	Lubbock, TX	420	33,600
			Southern Tire Mart, LLC	Columbia, MS	435	34,800
			McWhorter's LTD.	Lubbock, TX	463	37,046
			Caprock Tire, Inc.	Lubbock, TX	471	37,640
			Tiger Tire & Retreading	Lubbock, TX	1,091	87,298

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
14	4	EA	255/70R22.5 HWV 16 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	233	932
			Bill Williams Tire	Lubbock, TX	240	960
			Southern Tire Mart, LLC	Columbia, MS	269	1,076
			Caprock Tire, Inc.	Lubbock, TX	301	1,202
			McWhorter's LTD.	Lubbock, TX	309	1,236
			Tiger Tire & Retreading	Lubbock, TX	430	1,719
15	76	EA	315/80R22.5 HWV 18 PLV			
			Bill Williams Tire	Lubbock, TX	381	28,500
			A to Z Tire & Battery, Inc.	Amarillo, TX	462	28,921
			Tiger Tire & Retreading	Lubbock, TX	501	35,106
			Caprock Tire, Inc.	Lubbock, TX	504	38,038
			Southern Tire Mart, LLC	Columbia, MS	668	38,304
			Flores Tire Service	Lubbock, TX		
16	18	EA	315/80R22.5 HWV 20 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	383	6,890
			Bill Williams Tire	Lubbock, TX	410	7,380
			Southern Tire Mart, LLC	Columbia, MS	504	9,072
			Caprock Tire, Inc.	Lubbock, TX	517	9,297
			McWhorter's LTD.	Lubbock, TX	644	11,598
			Tiger Tire & Retreading	Lubbock, TX	709	12,763
17	12	EA	315/80R22.5 HWV 20 PLV			
			Bill Williams Tire	Lubbock, TX	688	8,256
			McWhorter's LTD.	Lubbock, TX	725	8,701
			A to Z Tire & Battery, Inc.	Amarillo, TX	1,324	15,892
			Tiger Tire & Retreading	Lubbock, TX	1,511	18,132
18	15	EA	385/65R22.5 HWV 18 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	440	6,599
			Bill Williams Tire	Lubbock, TX	465	6,975
			Southern Tire Mart, LLC	Columbia, MS	487	7,305
			Caprock Tire, Inc.	Lubbock, TX	554	8,303
			McWhorter's LTD.	Lubbock, TX	588	8,826
			Tiger Tire & Retreading	Lubbock, TX	689	10,335
19	25	EA	425/65R22.5 HWV 20 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	538	13,460
			Southern Tire Mart, LLC	Columbia, MS	544	13,600
			Bill Williams Tire	Lubbock, TX	549	13,725
			McWhorter's LTD.	Lubbock, TX	656	16,403
			Caprock Tire, Inc.	Lubbock, TX	698	17,438
			Tiger Tire & Retreading	Lubbock, TX	853	21,325
20	18	EA	11.00R24.5 HWV 16			
			A to Z Tire & Battery, Inc.	Amarillo, TX	327	5,894
			Bill Williams Tire	Lubbock, TX	335	6,030
			Southern Tire Mart, LLC	Columbia, MS	343	6,174
			McWhorter's LTD.	Lubbock, TX	350	6,301
			Caprock Tire, Inc.	Lubbock, TX	427	7,677
			Tiger Tire & Retreading	Lubbock, TX	501	9,021

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
Group 4						
1	8	EA	7.00 - 15 LT HWY 10 PLV			
			Bill Williams Tire	Lubbock, TX	72	576
			Southern Tire Mart, LLC	Columbia, MS	82	656
			McWhorter's LTD.	Lubbock, TX	82	656
			Tiger Tire & Retreading	Lubbock, TX	89	710
			A to Z Tire & Battery, Inc.	Amarillo, TX	100	797
			Caprock Tire, Inc.	Lubbock, TX	107	852
2	2	EA	7.50 - 15 LT HWV 10 PLV			
			Bill Williams Tire	Lubbock, TX	110	220
			McWhorter's LTD.	Lubbock, TX	124	248
			Tiger Tire & Retreading	Lubbock, TX	129	257
			Southern Tire Mart, LLC	Columbia, MS	129	258
			A to Z Tire & Battery, Inc.	Amarillo, TX	132	515
			Caprock Tire, Inc.	Lubbock, TX	156	311
3	4	EA	ST225/75R15 HWV 8 PLV			
			Bill Williams Tire	Lubbock, TX	70	280
			Southern Tire Mart, LLC	Columbia, MS	86	345
			A to Z Tire & Battery, Inc.	Amarillo, TX	91	363
			McWhorter's LTD.	Lubbock, TX	92	368
			Caprock Tire, Inc.	Lubbock, TX	114	454
			Tiger Tire & Retreading	Lubbock, TX	119	476
4	4	EA	7.00 - 16LT HWV 10 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	146	586
			Tiger Tire & Retreading	Lubbock, TX	188	751
			Southern Tire Mart, LLC	Columbia, MS	228	913
5	19	EA	7.50 - 16 LT HWV 10 PLV			
			Bill Williams Tire	Lubbock, TX	77	1,463
			McWhorter's LTD.	Lubbock, TX	97	1,843
			Southern Tire Mart, LLC	Columbia, MS	108	2,052
			A to Z Tire & Battery, Inc.	Amarillo, TX	109	2,070
			Caprock Tire, Inc.	Lubbock, TX	122	2,309
			Tiger Tire & Retreading	Lubbock, TX	153	2,910
6	4	EA	4.10 / 3.50 - 4 Saw Tooth			
			Tiger Tire & Retreading	Lubbock, TX	13	52
			Southern Tire Mart, LLC	Columbia, MS	14	56
			Bill Williams Tire	Lubbock, TX	15	60
			A to Z Tire & Battery, Inc.	Amarillo, TX	16	65
			McWhorter's LTD.	Lubbock, TX	20	80
			Caprock Tire, Inc.	Lubbock, TX	34	134

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
7	4	EA	15 – 6.00 – 6 Turf SaVer			
			Southern Tire Mart, LLC	Columbia, MS	24	96
			Bill Williams Tire	Lubbock, TX	26	104
			A to Z Tire & Battery, Inc.	Amarillo, TX	27	107
			McWhorter's LTD.	Lubbock, TX	28	112
			Tiger Tire & Retreading	Lubbock, TX	28	113
Caprock Tire, Inc.	Lubbock, TX	46	182			
8	4	EA	5.70 – 8 Saw Tooth			
			Tiger Tire & Retreading	Lubbock, TX	26	105
			Bill Williams Tire	Lubbock, TX	28	112
			McWhorter's LTD.	Lubbock, TX	31	124
			A to Z Tire & Battery, Inc.	Amarillo, TX	38	150
			Southern Tire Mart, LLC	Columbia, MS	39	155
Caprock Tire, Inc.	Lubbock, TX	59	234			
9	4	EA	20 – 10.00 – 8 Turf SaVer			
			Bill Williams Tire	Lubbock, TX	46	184
			A to Z Tire & Battery, Inc.	Amarillo, TX	46	185
			McWhorter's LTD.	Lubbock, TX	48	192
			Southern Tire Mart, LLC	Columbia, MS	65	260
			Tiger Tire & Retreading	Lubbock, TX	66	263
Caprock Tire, Inc.	Lubbock, TX	84	334			
10	2	EA	22.5 – 10.00 – 8 Turf SaVer			
			A to Z Tire & Battery, Inc.	Amarillo, TX	70	140
			Bill Williams Tire	Lubbock, TX	78	156
			McWhorter's LTD.	Lubbock, TX	83	166
			Southern Tire Mart, LLC	Columbia, MS	88	176
			Tiger Tire & Retreading	Lubbock, TX	88	176
Caprock Tire, Inc.	Lubbock, TX	111	221			
11	2	EA	25 – 13.00 – 9 Turf SaVer			
			Bill Williams Tire	Lubbock, TX	98	196
			McWhorter's LTD.	Lubbock, TX	100	200
			A to Z Tire & Battery, Inc.	Amarillo, TX	102	203
			Tiger Tire & Retreading	Lubbock, TX	108	217
			Southern Tire Mart, LLC	Columbia, MS	109	218
Caprock Tire, Inc.	Lubbock, TX	129	257			
12	4	EA	6.50 – 10 Turf SaVer			
			A to Z Tire & Battery, Inc.	Amarillo, TX	83	330
			Tiger Tire & Retreading	Lubbock, TX	105	421
Southern Tire Mart, LLC	Columbia, MS	129	516			
13	4	EA	23 – 8.50 – 12 Turf SaVer			
			Bill Williams Tire	Lubbock, TX	58	232
			A to Z Tire & Battery, Inc.	Amarillo, TX	60	238
			McWhorter's LTD.	Lubbock, TX	63	250
			Southern Tire Mart, LLC	Columbia, MS	69	276
			Tiger Tire & Retreading	Lubbock, TX	73	291
Caprock Tire, Inc.	Lubbock, TX	91	362			

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
14	4	EA	23 – 10.50 – 12 Turf SaVer			
			Bill Williams Tire	Lubbock, TX	67	268
			A to Z Tire & Battery, Inc.	Amarillo, TX	67	270
			McWhorter's LTD.	Lubbock, TX	72	288
			Southern Tire Mart, LLC	Columbia, MS	89	355
			Tiger Tire & Retreading	Lubbock, TX	93	371
			Caprock Tire, Inc.	Lubbock, TX	97	386
15	4	EA	24 – 12.00 – 12 Turf SaVer			
			McWhorter's LTD.	Lubbock, TX	61	244
			Bill Williams Tire	Lubbock, TX	87	348
			A to Z Tire & Battery, Inc.	Amarillo, TX	93	372
			Southern Tire Mart, LLC	Columbia, MS	103	412
			Tiger Tire & Retreading	Lubbock, TX	107	427
			Caprock Tire, Inc.	Lubbock, TX	116	462
16	4	EA	26 – 12.00 – 12 Turf SaVer			
			McWhorter's LTD.	Lubbock, TX	99	397
			A to Z Tire & Battery, Inc.	Amarillo, TX	107	426
			Bill Williams Tire	Lubbock, TX	115	460
			Caprock Tire, Inc.	Lubbock, TX	131	522
			Southern Tire Mart, LLC	Columbia, MS	131	524
			Tiger Tire & Retreading	Lubbock, TX	135	540
17	4	EA	31/15.5 – 15 Lug 10 PLV			
			McWhorter's LTD.	Lubbock, TX	221	884
			Bill Williams Tire	Lubbock, TX	225	900
			Southern Tire Mart, LLC	Columbia, MS	243	972
			Tiger Tire & Retreading	Lubbock, TX	248	992
			A to Z Tire & Battery, Inc.	Amarillo, TX	256	1,023
			Caprock Tire, Inc.	Lubbock, TX	324	1,294
18	4	EA	7.00/ 12 Lug 14 PLV			
			Bill Williams Tire	Lubbock, TX	95	380
			McWhorter's LTD.	Lubbock, TX	111	444
			A to Z Tire & Battery, Inc.	Amarillo, TX	114	455
			Southern Tire Mart, LLC	Columbia, MS	119	476
			Tiger Tire & Retreading	Lubbock, TX	123	494
			Caprock Tire, Inc.	Lubbock, TX	150	600
19	4	EA	12/ 16.5 HWV 12 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	166	663
			McWhorter's LTD.	Lubbock, TX	167	668
			Caprock Tire, Inc.	Lubbock, TX	208	830
			Bill Williams Tire	Lubbock, TX	220	880
			Southern Tire Mart, LLC	Columbia, MS	225	900
			Tiger Tire & Retreading	Lubbock, TX	226	905

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
20	4	EA	10/ 16.5 LUG 10 PLV			
			Southern Tire Mart, LLC	Columbia, MS	130	520
			A to Z Tire & Battery, Inc.	Amarillo, TX	135	542
			Tiger Tire & Retreading	Lubbock, TX	149	595
			Caprock Tire, Inc.	Lubbock, TX	178	710
Bill Williams Tire	Lubbock, TX	225	900			
21	4	EA	10.0/ 16.5 L-2 8 PLV			
			McWhorter's LTD.	Lubbock, TX	120	480
			A to Z Tire & Battery, Inc.	Amarillo, TX	128	511
			Southern Tire Mart, LLC	Columbia, MS	145	580
			Tiger Tire & Retreading	Lubbock, TX	168	671
			Bill Williams Tire	Lubbock, TX	170	680
Caprock Tire, Inc.	Lubbock, TX	178	710			
22	4	EA	9.5L – 15SL Contractor 10 PLV			
			Caprock Tire, Inc.	Lubbock, TX	54	214
			Southern Tire Mart, LLC	Columbia, MS	105	420
			Tiger Tire & Retreading	Lubbock, TX	175	700
A to Z Tire & Battery, Inc.	Amarillo, TX	200	799			
23	9	EA	11L – 15 Contractor 10 PLV			
			Caprock Tire, Inc.	Lubbock, TX	110	986
			Tiger Tire & Retreading	Lubbock, TX	149	1,345
			Bill Williams Tire	Lubbock, TX	150	1,350
			A to Z Tire & Battery, Inc.	Amarillo, TX	182	1,635
			McWhorter's LTD.	Lubbock, TX	185	1,665
Southern Tire Mart, LLC	Columbia, MS	191	1,719			
24	2	EA	9.50 – 16.5 Contractor 10 PL			
			Bill Williams Tire	Lubbock, TX	105	210
			Southern Tire Mart, LLC	Columbia, MS	131	262
			A to Z Tire & Battery, Inc.	Amarillo, TX	133	266
			Caprock Tire, Inc.	Lubbock, TX	162	323
Tiger Tire & Retreading	Lubbock, TX	199	398			
25	41	EA	11L – 16 Contractor 12 PLV			
			Southern Tire Mart, LLC	Columbia, MS	131	5,371
			Bill Williams Tire	Lubbock, TX	160	6,560
			A to Z Tire & Battery, Inc.	Amarillo, TX	181	7,426
			McWhorter's LTD.	Lubbock, TX	204	8,364
			Tiger Tire & Retreading	Lubbock, TX	217	8,877
Caprock Tire, Inc.	Lubbock, TX	268	10,968			
26	9	EA	13.00 /24 Grader G-2 12 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	373	3,357
			McWhorter's LTD.	Lubbock, TX	404	3,636
			Bill Williams Tire	Lubbock, TX	459	4,131
			Tiger Tire & Retreading	Lubbock, TX	476	4,287
			Southern Tire Mart, LLC	Columbia, MS	511	4,599
Caprock Tire, Inc.	Lubbock, TX	515	4,635			

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
27	40	EA	14.00 /24 Grader G-2 12 PLV			
			McWhorter's LTD.	Lubbock, TX	467	18,680
			A to Z Tire & Battery, Inc.	Amarillo, TX	507	20,296
			Bill Williams Tire	Lubbock, TX	535	21,400
			Tiger Tire & Retreading	Lubbock, TX	576	23,036
			Caprock Tire, Inc.	Lubbock, TX	585	23,400
			Southern Tire Mart, LLC	Columbia, MS	595	23,800
28	7	EA	17.5 /25 Loader L-2 16 PLV			
			Bill Williams Tire	Lubbock, TX	740	5,180
			A to Z Tire & Battery, Inc.	Amarillo, TX	742	5,196
			McWhorter's LTD.	Lubbock, TX	746	5,222
			Tiger Tire & Retreading	Lubbock, TX	791	5,538
			Caprock Tire, Inc.	Lubbock, TX	870	6,090
			Southern Tire Mart, LLC	Columbia, MS	912	6,384
29	6	EA	20.5 /25 Loader L-2 20 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	1,151	6,905
			McWhorter's LTD.	Lubbock, TX	1,160	6,960
			Bill Williams Tire	Lubbock, TX	1,165	6,990
			Caprock Tire, Inc.	Lubbock, TX	1,290	7,740
			Southern Tire Mart, LLC	Columbia, MS	1,395	8,370
			Tiger Tire & Retreading	Lubbock, TX	1,440	8,638
30	4	EA	23.5 /25 Loader L2 20 PLV			
			A to Z Tire & Battery, Inc.	Amarillo, TX	1,450	5,800
			Bill Williams Tire	Lubbock, TX	1,575	6,300
			Tiger Tire & Retreading	Lubbock, TX	1,613	6,452
			McWhorter's LTD.	Lubbock, TX	1,756	7,024
			Caprock Tire, Inc.	Lubbock, TX	1,790	7,160
			Southern Tire Mart, LLC	Columbia, MS	1,879	7,516
31	24	EA	14.9 /24 Sprinkler R-1 6 PLV			
			Bill Williams Tire	Lubbock, TX	280	6,720
			McWhorter's LTD.	Lubbock, TX	286	6,864
			A to Z Tire & Battery, Inc.	Amarillo, TX	301	7,222
			Tiger Tire & Retreading	Lubbock, TX	319	7,665
			Caprock Tire, Inc.	Lubbock, TX	345	8,280
			Southern Tire Mart, LLC	Columbia, MS	362	8,688
32	6	EA	16.9 /24 Tractor R-1 8 PLV			
			Bill Williams Tire	Lubbock, TX	485	2,910
			McWhorter's LTD.	Lubbock, TX	491	2,946
			A to Z Tire & Battery, Inc.	Amarillo, TX	492	2,954
			Tiger Tire & Retreading	Lubbock, TX	510	3,062
			Southern Tire Mart, LLC	Columbia, MS	615	3,690
			Caprock Tire, Inc.	Lubbock, TX	645	3,870

City of Lubbock, TX  
Fleet Services  
Bid Tabulation  
July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

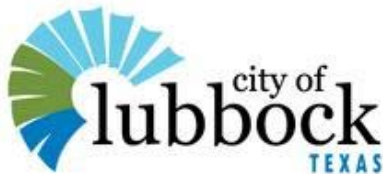
Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
33	3	EA	17.5 /24 Tractor R-1 8 PLY			
			A to Z Tire & Battery, Inc.	Amarillo, TX	479	1,438
			Southern Tire Mart, LLC	Columbia, MS	489	1,467
			Bill Williams Tire	Lubbock, TX	489	1,467
			McWhorter's LTD.	Lubbock, TX	589	1,767
			Caprock Tire, Inc.	Lubbock, TX	605	1,815
			Tiger Tire & Retreading	Lubbock, TX	693	2,078
34	4	EA	18.4 /R26 Tractor R-1 8 PLV			
			Bill Williams Tire	Lubbock, TX	650	2,600
			Southern Tire Mart, LLC	Columbia, MS	1,009	4,036
			Caprock Tire, Inc.	Lubbock, TX	1,095	4,380
			McWhorter's LTD.	Lubbock, TX	1,124	4,496
			Tiger Tire & Retreading	Lubbock, TX	1,191	4,763
			A to Z Tire & Battery, Inc.	Amarillo, TX	1,617	6,467
35	3	EA	16.9 /28 Tractor R-1 10 PLV			
			Bill Williams Tire	Lubbock, TX	485	1,455
			McWhorter's LTD.	Lubbock, TX	617	1,851
			Southern Tire Mart, LLC	Columbia, MS	1,111	3,333
			A to Z Tire & Battery, Inc.	Amarillo, TX	1,224	3,672
			Tiger Tire & Retreading	Lubbock, TX	1,315	3,946
			Caprock Tire, Inc.	Lubbock, TX	1,415	4,245
36	4	EA	11.2 /38 Tractor R-1 4 PLV			
			McWhorter's LTD.	Lubbock, TX	241	964
			Bill Williams Tire	Lubbock, TX	260	1,040
			Caprock Tire, Inc.	Lubbock, TX	400	1,600
			Southern Tire Mart, LLC	Columbia, MS	448	1,792
			A to Z Tire & Battery, Inc.	Amarillo, TX	463	1,850
			Tiger Tire & Retreading	Lubbock, TX	512	2,048
			<b>Group 1 - Passenger Tires</b>			
			Caprock Tire, Inc.	No Bid 5,6,9,10,17		19,649
			<b>Bill Willams Tires</b>			<b>66,401</b>
			<b>Southern Tire Mart, LLC</b>			<b>79,561</b>
			McWhorter's LTD	No Bid 5&6 -9&10		85,880
			Tiger Tire & Retreading			94,601
			<b>A to Z Tire &amp; Battery, Inc.</b>			<b>100,131</b>
			Flores Tire Service			159,263
			Williams Brake, Tune & Tire			175,915
			<b>Group 2 - Group 2 Light Truck Tires</b>			
			<b>Bill Willams Tires</b>			<b>49,765</b>
			<b>Southern Tire Mart, LLC</b>			<b>54,014</b>
			McWhorter's LTD			72,841
			Flores Tire Service	No Bid 8		75,093
			Caprock Tire, Inc.	No Bid 8, 15		78,403
			A to Z Tire & Battery, Inc.	No Bid 15		80,375
			Tiger Tire & Retreading			88,342
			Williams Brake, Tune & Tire			90,668

City of Lubbock, TX  
 Fleet Services  
 Bid Tabulation  
 July 11, 2013

ITB 13-11247-CP

Tire Acquisition, Installation and Flat Repair

Item	Qty	U/M	Description/Vendor	Location	Unit Price	Extended Price
<b>Group 3 - Heavy Truck Tires</b>						
			<b>Southern Tire Mart, LLC</b>			<b>358,309</b>
			<b>A to Z Tire &amp; Battery, Inc.</b>			<b>365,298</b>
			<b>Bill Willams Tires</b>			<b>375,132</b>
			Caprock Tire, Inc.			374,115
			McWhorter's LTD			424,746
			Tiger Tire & Retreading			680,311
<b>Group 4 - Off-Road/Trailer Tires</b>						
			<b>Bill Willams Tires</b>			<b>76,712</b>
			McWhorter's LTD	No Bid 5,12,21,23,25,		78,082
			<b>A to Z Tire &amp; Battery, Inc.</b>			<b>85,045</b>
			<b>Southern Tire Mart, LLC</b>			<b>92,163</b>
			Caprock Tire, Inc.	No Bid 4,13,		96,869
			Tiger Tire & Retreading			99,871
<b>Groups 1 - 4</b>						
			<b>Bill Willams Tires</b>		\$	<b>568,010</b>
			<b>Southern Tire Mart, LLC</b>			<b>584,047</b>
			<b>A to Z Tire &amp; Battery, Inc.</b>			<b>637,967</b>
			Tiger Tire & Retreading			963,123



**Regular City Council Meeting**

**5.7.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute contract 11299 with L & R Body Shop for vehicle body repair and paint services, ITB 13-11299-DG.

**Item Summary**

The contract establishes pricing for vehicle body repair and painting services for City vehicles and equipment. Bids for parts are expressed as a percentage discount from the Mitchell's Crash Guide or the applicable industry standard list used by the appraisal firm. A bid tabulation is provided.

Bids were received from the following companies:

- L & R Body Shop, Wolfforth, TX
- MAACO, Lubbock TX
- Richardson Collision Center, Lubbock, TX
- Narvaez Paint and Body, Lubbock, TX
- Pollard Friendly Ford, Lubbock, TX

Staff recommends contract award to the lowest bidder, L & R Body Shop of Wolfforth, TX. The contract includes a 25% discount on parts and materials for passenger vehicles, trucks, and specialty vehicles; and a \$25 labor rate. The contract term is for one year with an option to renew annually for up to four additional years. The contract is awarded by hourly rate.

**Fiscal Impact**

Funding is provided in the individual department operating budgets.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager

---

**Attachments**

- Resolution & Contract - L & R Body Shop
  - Tab Sheet
-

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11299 for vehicle body repair and paint services, by and between the City of Lubbock and L & R Body Shop, of Wolfforth, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

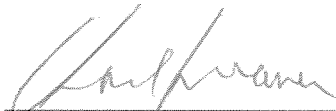
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdops/RES.Contract-L&R Body Shop  
June 27, 2013

**CITY OF LUBBOCK, TX  
CONTRACT FOR SERVICES  
Vehicle Body Repair and Painting Services**

**THIS CONTRACT** made and entered into this 11<sup>th</sup> day of July 2013, by and between the **City of Lubbock** ("City"), and **L & R Body Shop**, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Vehicle Body Repair and Painting Services and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Vehicle Body Repair and Painting Services.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Vehicle Body Repair and Painting Services and more specifically referred to as items one through three on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached bid form, specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the bid form and specifications attached hereto. The contract shall be for a term of one year with four one year options to renew, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract. The rates may be adjusted upward or downward at this time at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. Price adjustments may be allowed for "Pass Through" costs incurred by vendor. Requests for price adjustments will be WRITTEN, and will include documentation that substantiates additional costs. All requests will be received by the City 30 DAYS PRIOR to a requested effective date for a price adjustment. Such adjustments must be acceptable to both parties or the item(s) in question may be deleted from the contract with respect to further orders, or the contract may be canceled and new bids solicited

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
Products-Comp/OP AGG Commercial General Liability General Aggregate Personal and Adv. Injury Contractual Liability	\$1,000,000
Automotive Liability Combined Single Limit Any Auto	\$1,000,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as primary additional insured on a primary and Non-Contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued

immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11299-DG, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Glen C, Robertson, Mayor

BY Lee Maldonado  
Authorized Representative

ATTEST:

Lee Maldonado  
Print Name

\_\_\_\_\_  
Rebecca Garza, City Secretary

9309 - PK 7260 Lot 10  
Address

APPROVED AS TO CONTENT:

Wolfforth Tx 79382  
City, State, Zip Code

Scott Snider  
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Chad Brown  
Assistant City Attorney

**Specifications**  
**Vehicle Body Repair and Painting Services**  
CITY OF LUBBOCK, TEXAS  
ITB #13-11299-DG

1. SCOPE OF WORK

City of Lubbock intends to enter into contracts with qualified contractors to furnish body work for city vehicles and equipment to include, but will not be limited to the following: removing dents, repairing collision damage, rust removal, painting all or portions of vehicle bodies, etc.

2. REQUIREMENTS

2.1. The bidder must have a complete body shop meeting the following minimum requirements:

2.1.1. Paint Booth

2.1.2. Automotive frame and straightening machines with qualified operator (on-site or under contract).

2.1.3. The successful bidder must have the capability to do body and paint work indoors during inclement weather. The indoor area must be large enough to handle trucks requiring a minimum 13-foot height clearance, as needed.

2.2. The work proposed in this contract shall be performed at the successful bidder's (hereinafter referred to as "Contractor") place of business.

2.3. Contractor receiving an award agrees to assume full liability and responsibility for all vehicles and contents (including radios and other standard or installed equipment), placed in its custody by the City under this contract.

2.4. This contract shall cover the following types of vehicles:

2.4.1. Passenger vehicles (sedans, light trucks up to 14,500 GVW and similar equipment such as vans etc), including fiberglass work.

2.4.2. Trucks, (FHWA Vehicle Classification), to include fiberglass work.

2.4.3. Specialty vehicles (Fire Apparatus and Fire Equipment) requiring higher than usual standards in quality of repairs, finish, etc, including fiberglass work.

2.5. All work done without the services of an independent appraiser shall be priced in accordance with the contractor's appraisal. Such appraisal shall be subject to review and approval by the City before any work may start. No appraisal for City owned vehicles shall be based on labor or parts discounts other than those contained on the contract, regardless of the cause of the damage or the eventual liability for repair costs, unless specifically approved in writing by the City.

- 2.6. Contractor agrees that work assigned under this contract shall receive priority over the other work in its shop unless specific prior approval has been obtained from the Fleet Service Department.
- 2.7. The City has estimated that approximately \$100,000 will be spent in automotive body work during each year of the contract. This figure is only an estimate and is not a binding guarantee of the work to be done under the contract. Actual requirements may be more or less than the amounts estimated. The contractor shall perform such work as required by the city as needs are determined, and the contract shall be binding only for the actual services performed during the contract period.

### 3. EXPERIENCE & REFERENCES

Each bidder must complete Proven Experience Sheet and include it with their bid that will certify that they are experienced with or meet the requirements of this specification. This will include the number of mechanics you have, the names of companies for which similar work was performed along with the name of a person to contact and their phone number.

### 4. PRICING

Pricing must be firm for one year from beginning of the contract, which shall be from the date of bid award through the balance of the City's current fiscal year ending.

### 5. INVOICING

The City's normal payment terms are Net 30.

### 6. DEVIATIONS

- 6.1. The City reserves the right to deviate from the terms and conditions of this agreement if:
  - a. The Contractor cannot respond to an event in the time specified in this agreement, or
  - b. The Contractor does not have the necessary material/equipment/personnel to perform the services required.

### 7. COST ESTIMATES

The successful contractor shall furnish all labor, equipment, and supervision to provide auto body repairs in accordance with the following:

- 7.1. Individual cost estimates for each vehicle or piece of equipment will be provided by the contractor before any actual work will commence. These estimates will include proposed time of completion, hours of labor, and an itemized listing of replacement repair parts. Estimates shall be priced per item with replacement repair parts showing crash guide list or applicable industry standard list less percentage as listed in Bid Form of this ITB.
- 7.2. All estimates shall be complete and include all parts and charges with the exception of "hidden" damage, which may not be obvious until repairs are initiated. All estimates shall be completed and available for review within 24 hours of delivery of the vehicle. No repairs shall be initiated until the Fleet Service Department or designee reviews the estimate and gives the contractor notice to proceed with the work. In no instance shall any repairs costing more than

the original estimate be performed without first notifying the Fleet Service Department or designated representative and providing a supplemental estimate indicating additional parts and labor charges. The city shall reserve the right to verify, through independent appraisal, if the repairs are required.

7.3. All labor will be invoiced at the hourly rate set forth on the bidder's Bid Form of this ITB. All replacement repair parts will be invoiced at retail list price less percentage as listed in Bid Form of this ITB.

7.4. Contractor shall notify Fleet Services Department representative before subcontracting mechanical/service repairs. The city, at its option, may reject specified/selected subcontractor.

**NOTE: Insurance related repairs will be completed at the vendor chosen by the insurance company.**

## 8. BODYWORK AND PAINTING REQUIREMENTS

Vendor must be able to perform complete body repairs as well as paint vehicles and equipment.

## 9 PROTECTION OF VEHICLES

It shall be the responsibility of the contractor to fully protect, at all times, city property entrusted to their care. The contractor shall reimburse the city for any and all damages to city property while in their care, such as unwarranted wear and tear, acts of vandalism and malicious mischief, any and all physical damages, including acts of commission and/or omission by the contractor's employees and others. Damages will be billed at invoicing costs to replace or repair such damage and may be deducted from any outstanding amounts owed the contractor. The contractor further agrees to pay to the city any outstanding claims within thirty (30) days after notification from the Fleet Services Department or Purchasing Manager.

## 10 GUARANTEE

The contractor guarantees the service furnished to be of the highest quality, complying with specifications, and free from all defects in materials and workmanship for a period of one (1) year from the date of acceptance, with the exception of paint. Replacements and repairs under this warranty are to be made by the contractor at no cost and to the satisfaction of the city.

All paint must have a two (2) year minimum warranty against peeling and fading.

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE.

**BID FORM**  
**Vehicle Body Repair and Painting Services**  
**City of Lubbock, Texas**  
**ITB No. 13-11299-DG**

In compliance with the **Invitation to Bid 13-11299-DG**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11299-DG** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

Item	Description	QTY ( Hourly)	Hourly Labor Rate
1.	Passenger /Vehicles, All makes and models of passenger cars, new and used.		
	Labor Rate Per hour	1	\$ 25. <sup>00</sup>
	Part/Material Pricing Discount amount: <u>25</u> %		
2.	Trucks, All makes and models of trucks from class 1 through class 8, new and used.		
	Labor Rate Per hour	1	\$ 25. <sup>00</sup>
	Part/Material Pricing Discount amount: <u>25</u> %		
3.	Specialty Vehicles, various types of fire fighting trucks, new and used.		
	Labor Rate Per hour	1	\$ 25. <sup>00</sup>
	Part/Material Pricing Discount amount: <u>25</u> %		
Note: Items 1, 2 & 3 crash guide list shall be Mitchell's crash guide or the applicable industry standard list used by the appraisal firm.			

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

The City of Lubbock is seeking a contract for Vehicle Body Repair and Painting Services with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of \_\_\_\_\_%, net \_\_ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

**Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.**

YES  NO

- 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 L-R Bodysup a corporation organized under the laws of the State of TX, or a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

Firm: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Bidder acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

M/WBE Firm:	<input checked="" type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input checked="" type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<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 *Lee Maldonado* Date: \_\_\_\_\_  
 Authorized Representative - must sign by hand

Officer Name and Title: Lee Maldonado / OWNER L-R Body Shop  
 Please Print

Business Telephone Number 806-577-3052 FAX: 806-833-0116

E-mail Address: \_\_\_\_\_

<b>FOR CITY USE ONLY</b>	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$25,000): _____	Date P.O./Contract Issued: _____

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.**

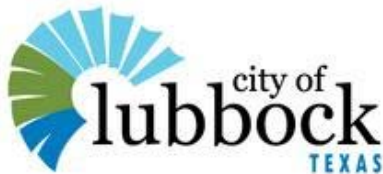
**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

City of Lubbock, TX  
 Fleet Services  
 Bid Tabulation  
 July 11, 2013

ITB 13-11299-DG

Vehicle Body Repair and Paint Services

Category	Description/Vendor(s)	Location	Parts % Discount	Labor Hourly Rate
1	Passenger Vehicles			
	<b>L &amp; R Body Shop</b>	<b>Wolfforth, TX</b>	<b>25%</b>	<b>\$ 25</b>
	Maaco Collision Repair and Auto Painting	Lubbock, TX	15%	30
	Narvaez Paint and Body	Lubbock, TX	5%	35
	Richardson Collision Center	Lubbock, TX	10%	40
	Pollard Friendly Ford	Lubbock, TX	0%	41
2	Trucks			
	<b>L &amp; R Body Shop</b>	<b>Wolfforth, TX</b>	<b>25%</b>	<b>25</b>
	Maaco Collision Repair and Auto Painting	Lubbock, TX	15%	30
	Narvaez Paint and Body	Lubbock, TX	5%	35
	Richardson Collision Center	Lubbock, TX	10%	40
	Pollard Friendly Ford	Lubbock, TX	0%	41
3	Specialty Vehicles			
	<b>L &amp; R Body Shop</b>	<b>Wolfforth, TX</b>	<b>25%</b>	<b>25</b>
	Maaco Collision Repair and Auto Painting	Lubbock, TX	15%	30
	Richardson Collision Center	Lubbock, TX	10%	40
	Narvaez Paint and Body	Lubbock, TX	5%	40
	Pollard Friendly Ford	Lubbock, TX	25%	45



**Regular City Council Meeting**

**5. 8.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31015556 with Equipment Southwest Inc. for 32 refuse collection packer bodies, ITB 13-11348-DT.

**Item Summary**

ITB 13-11348-DT was issued to solicit bids for 18 refuse collection packer bodies. A Buyboard quote was also requested for the eighteen bodies. Three bids were received. The bid that met specifications was received from Equipment Southwest Inc., of Irving, Texas, for \$87,900 per unit for a total of \$1,582,200. The quote received from Buyboard that met specifications was also from Equipment Southwest Inc., of Irving, Texas, for \$82,901 per unit for a total of \$1,492,218.

Eighteen refuse collection packer bodies were approved as part of FY 11-12 Master Lease and fourteen were approved as part of FY 12-13 Master Lease for a total of 32 units. On June 24, 2013, a revised Buyboard quote was requested for 32 refuse collection packer bodies. The purchase order contract is for 32 refuse collection packer bodies for residential trash collection.

Staff recommends the \$2,652,832 purchase from Equipment Southwest Inc., of Irving, Texas. The purchase is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 357-10, using an electronic purchasing system, known as Buyboard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

The continuation of the replacement plan of solid waste trucks not only reduces overall maintenance costs but also increases re-sale value.

**Fiscal Impact**

The equipment is approved in the Adopted FY 2011-12 and Adopted FY 2012-13 Master Lease Program.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager

---

**Attachments**

Resolution & Purchase Order - Equipment Southwest  
Packer body

---

**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. 31015556 for the purchase of refuse collection packer bodies as per BuyBoard 357-10, by and between the City of Lubbock and Equipment Southwest, Inc. of Irving, 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:ccdcs/RES.Equipment Southwest-PurchaseOrd  
June 25, 2013



PURCHASE ORDER

Page - 1  
 Date - 06/25/2013  
 Order Number 31015556 000 OP  
 Branch/Plant 3526

TO:  
 EQUIPMENT SOUTHWEST INC  
 425 S LOOP 12  
 IRVING Texas 75060

SHIP TO:  
 CITY OF LUBBOCK  
 FLEET SERVICES  
 206 MUNICIPAL DRIVE  
 LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK  
 ACCOUNTS PAYABLE  
 P.O. BOX 2000  
 LUBBOCK, TX 79457

BY:   
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 06/24/2013 Freight  
 Requested 05/25/2014 Taken By D.TORRES  
 Delivery PER M.TREVINO/REQ 40879 BUY BOARD 357-10

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Refuse Collection Packer	32.000	82,901.0000	EA	2,652,832.00	05/25/2014
Bodies, Spec 801LH					
				Total Order	
Terms NET 10 EOM				2,652,832.00	

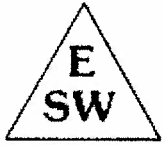
This purchase order encumbers funds in the amount of \$2,652,832 awarded to Equipment Southwest, Inc. of Irving, Texas on July 11, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation dated June 24, 2013 from Equipment Southwest, Inc. of Irving, Texas and Buy Board 357-10. Resolution# \_\_\_\_\_.

CITY OF LUBBOCK

ATTEST:

\_\_\_\_\_  
 Glen C. Robertson, Mayor

\_\_\_\_\_  
 Rebecca Garza, City Secretary



# Equipment Southwest, Inc.

P.O. Box 170565 - Irving, Texas 75017-0565

## BUYBOARD PRODUCT PRICING BASED ON CONTRACT CONTRACT PERIOD: OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2013

The following details **MUST** be provided with any purchase order from End User.

End User Agency:	City of Lubbock	Date Prepared by Contractor:	06/24/13
------------------	-----------------	------------------------------	----------

Product Description:	Pak Mor HLR29 Cubic Yard, High Compaction Side Loader, <b>Streetside Carriage</b>
----------------------	---

A: Base Price in Bid/Proposal Number:	357-10	Base Price	A. \$	59,265.00
---------------------------------------	--------	------------	-------	-----------

B: Options (Itemize Below)			
Column 1		Column 2	
Downgrade to 29 Yard Body	(\$2,660.00)	Oasis Vane Pump, Drive Line	\$ 6,075.00
Ladder, Access Door	\$ 400.00	Rear Tow Hook Modification	\$ 286.00
Heavy Duty Body ILO Standard	\$ 1,440.00	Top Door Chain Screen	\$ 438.00
Large Side Door	\$ 1,000.00	Additional Whelen M6, LED Lighthead	\$ 575.00
PTO, Chelsea Hot Shift	\$ 1,570.00	Hopper and Work Light	\$ 350.00
Additional Ball Valve, Suction Line	\$ 213.00	Convoy (3) Three Camera System	\$ 1,015.00
Fenders, Steel, Tandem Axle	\$ 525.00	Install Camera System	\$ 475.00
Body Side Ladder - Folding	\$ 475.00	Mounting, Complete Body Installation	\$ 5,025.00
<b>Centralized Remote Grease System</b>	<b>\$ 2,440.00</b>	Paint, One Color to Match Cab	\$ 3,237.00
Strobe Light, Rear Mount	\$ 563.00	6 Month Standard Warranty	\$ -
Additional, Arrow Lights	\$ 313.00	30 Month Extended Warranty	\$ 4,700.00
Enhanced Packer Blade	\$ 2,550.00	Program Engine	\$ 400.00
Operator Arm Rest	\$ 500.00	Additional Trade Discount	(\$8,269.00)
<b>Subtotal Column 1:</b>	<b>\$9,329.00</b>	<b>Subtotal Column 2:</b>	<b>\$ 14,307.00</b>

B. Options Added to Base Price (Subtotal "Col 1" + "Col 2")	B. \$	23,636.00
---	-------	-----------

C: Subtotal of A + B	C. \$	82,901.00
----------------------	-------	-----------

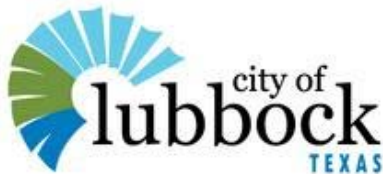
D: Total (Not including BuyBoard fee)	D. \$	82,901.00
---------------------------------------	-------	-----------

E: Quantity Ordered:	Units:	32	x D	E. \$	2,652,832.00
----------------------	--------	----	-----	-------	--------------

F: BuyBoard Administrative Fee	F. \$	-
--------------------------------	-------	---

G: TOTAL PURCHASE PRICE INCLUDING (E + F)	G. \$	2,652,832.00
---	-------	--------------





**Regular City Council Meeting**

**5. 9.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Contract Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31015351 with Caldwell Country Ford for light-duty vehicle-group 5 per Smartbuy Contract 072-A1.

**Item Summary**

The light-duty vehicles were initially awarded on January 10, 2013; however, the vendor awarded the purchase order was unable to provide the trucks as specified.

ITB 13-11357-DT, was issued to solicit bids for light-duty vehicles. A Smartbuy quote was also requested and three bids were received. A bid tabulation is provided. The quote received from Smartbuy which met specifications was from Caldwell County Ford of Caldwell, TX, for \$26,371 per unit for a total of \$52,742.

The purchase order contract with Caldwell Country Ford is for two ½-ton, crew cab, short bed, 4x4 pickups for the Traffic Operations and Water Engineering Departments. The vehicle for Traffic Operations replaces a 2002 model with over 156,000 miles and maintenance costs exceeding \$25,000. This truck will be used to carry equipment and materials, needed daily, to construction sites. The vehicle for Water Engineering replaces a 2003 Blazer. The replaced Blazer will be re-issued to another department that better meets its use capabilities.

Staff recommends the \$52,742 purchase from Caldwell Country Ford of Caldwell, TX, per Smartbuy quote. SmartBuy is one of several cooperative purchasing programs authorized by Texas statute. Cooperative purchasing programs were created by legislation in 1979 in accordance with Sections 271.081-271.083 Local Government Code, V.T.C.A., Section 2155.202 and 2175.001(1) of the Texas Government Code, Title 10, Subtitle D. This legislation provides the legal authority for local governments to participate in the SmartBuy Program and provides State of Texas volume purchasing power to local governments.

**Fiscal Impact**

The vehicles are approved in the Adopted FY 2012-13 Master Lease Program.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager  
R. Keith Smith, Chief Operating Officer

---

**Attachments**

Resolution & Purchase Order - Caldwell

Tab Sheet

Crew Cab

---

**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. 31015351 for the purchase of light duty vehicle – group 5 as per Smartbuy Contract 072-A1, by and between the City of Lubbock and Caldwell County Ford of Caldwell, 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:



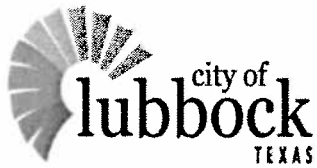
\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Caldwell County Ford-PurchaseOrd  
June 25, 2013



PURCHASE ORDER

Page - 1
Date - 06/26/2013
Order Number 31015351 000 OP
Branch/Plant 3526

TO: CALDWELL COUNTRY FORD
PO BOX 27
CALDWELL Texas 77836

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 06/10/2013 Freight
Requested 09/27/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 40775 TX SMARTBUY CONTRACT 072-A1

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: 1/2 Ton Crew Cab, Short Bed, 2.000, 26,371.0000, EA, 52,742.00, 09/27/2013. Row 2: 4x4, Spec 1525-4. Row 3: Total Order, 52,742.00. Row 4: Terms NET 30.

This purchase order encumbers funds in the amount of \$52,742 awarded to Caldwell Country Ford of Caldwell, Texas on July 11, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation W1E-3-XL dated June 26, 2013 from Caldwell Country Ford of Caldwell, Texas and TX Smartbuy 072-A1. Resolution# \_\_\_\_\_.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

QUOTE# W1E-3-XL

CONTRACT PRICING WORKSHEET

End User: CITY OF LUBBOCK	Contractor: CALDWELL COUNTRY
Contact Name: MELISSA TREVINO	CALDWELL COUNTRY FORD
Email: <a href="mailto:mtrevino@mylubbock.us">mtrevino@mylubbock.us</a>	Prepared By: MICHAEL WILEY
Phone #: 806-775-2370	Email: <a href="mailto:mwiley@caldwellcountry.com">mwiley@caldwellcountry.com</a>
Fax #: 806-775-2164	Phone #: 254-773-8824
FOB DESTINATION: LUBBOCK, TX	Fax #: 254-773-8808
Date Prepared: 6/26/2013	Address: 800 HWY 21 EAST Caldwell, TX 77836
Contract Number: SMARTBUY 072-A1	Tax ID # 27-3037856

Product Description: 2013 FORD F-150

A Base Price & Options: \$26,371.00

B Published Options

Code	Description	Cost	Code	Description	Cost
864C	CREW CAB XL 4X4 PACKAGE-5.0L FFV V8- 6SPD AUTOMATIC-CLOTH 40/20/40 SEAT-CLOTH BACK SEAT-RUBBER FLOOR-3.55 REAR AXLE-A/C-AM/FM RADIO-POWER WINDOWS AND LOCKS-P265/70R17 AT TIRE-ROLL N LOCK BEDCOVER BLACK IN COLOR	INCL		3YR/36,000 BUMPER TO BUMPER WARRANTY, 5YR/60,000 MILE POWERTRAIN WARRANTY	INCL
Subtotal B					INCL

C Unpublished Options

Code	Description	Cost	Code	Description	Cost

Subtotal C

D Other Price Adjustments (Installation, Delivery, Etc..)

Subtotal D INCL

E Unit Cost Before Fee & Non-Equipment Charges (A+B+C+D) \$26,371.00

X Quantity Ordered 2

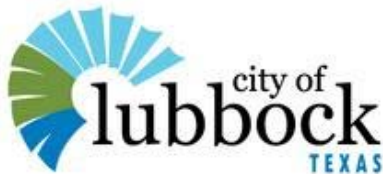
Subtotal E	\$52,742.00
F Non-Equipment Charges (Trade-In, Warranty, Etc..)	
G. Color of Vehicle: WHITE	
H. Total Purchase Price (E+F)	\$52,742.00
Estimated Delivery Date:	90-120 DAYS APPX

City of Lubbock Texas  
 Fleet Services  
 Bid Tabulation  
 July 11, 2013

ITB 13-11357-DT  
 Light Duty Vehicles - Group 5

<b>Item</b>	<b>Qty</b>	<b>U/M</b>	<b>Description/Vendor</b>	<b>Location</b>	<b>Unit Cost</b>	<b>Extended</b>
1	2	EA	1/2 Ton Crew Cab, Short Bed, 4x4, Spec 1525-4			
			Randall Reed's Prestige Ford	Garland, TX	26,850	\$ 53,700
			Gene Messer Chevrolet	Lubbock, TX	27,998	55,996
			Gene Messer Toyota	Lubbock, TX	34,205	68,410





**Regular City Council Meeting**

**5. 10.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Contract Resolution - Fleet Services:** Consider four resolutions authorizing the Mayor to execute contract 11258 with Lubbock Truck Sales, contract 11258-1 with McWhorter's, LTD., contract 11258-2 with Warren Cat, and contract 11258-3 with Waste Systems for services for heavy-duty equipment maintenance and repairs, ITB 13-11258-CP.

**Item Summary**

The contracts provide maintenance and repair services on an as-needed basis for specialized, heavy-duty vehicles and equipment. Specialized services include maintenance and repair to engines, exhaust systems, and drive shafts. Heavy-duty vehicles include trucks with gross vehicle weight rating (GVWR) of 19,500 pounds or greater, off-road equipment, and trailers.

The bid was divided by category:

- 1 - Trucks over 19,500 lbs. GVWR
- 2 - Off-Road Equipment
- 3 - Trailers

Bids were received from from the following companies, all with local service and repair shops.

- Warren Cat, Midland, TX
- McWhorter's, LTD., Lubbock, TX
- Lubbock Truck Sales, Lubbock, TX
- Waste Systems, Abernathy, TX

Staff recommends contract award to Warren Cat of Midland, TX; McWhorter's, LTD.; Lubbock Truck Sales of Lubbock, TX; and Waste Systems of Abernathy, TX. Awarding multiple contracts will minimize downtime and ensure services and repairs are made in a timely manner.

The contract term is for one year with the option to renew for four additional years, with written consent from both parties. The contracts are awarded by hourly rate. The hourly rate will not change. Actual expenditures will vary depending on actual usage.

**Fiscal Impact**

Maintenance repairs are funded through individual department operating budgets.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11258 for maintenance & repair on City heavy vehicles and equipment, by and between the City of Lubbock and Lubbock Truck Sales, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

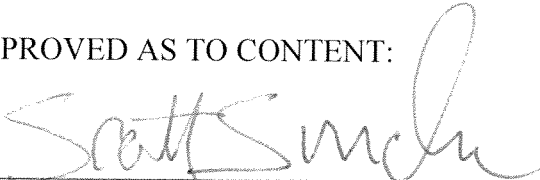
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Lubbock Truck Sales, Inc.  
June 5, 2013

**City of Lubbock, TX**  
**Contract for**  
**Maintenance & Repair on City Heavy Vehicles and Equipment**

**THIS CONTRACT** made and entered into this 11<sup>th</sup> day of July, 2013, by and between the City of Lubbock ("City"), and Lubbock Truck Sales, Inc., ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Maintenance & Repair on City Heavy Vehicles and Equipment and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Maintenance & Repair on City Heavy Vehicles and Equipment.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Maintenance & Repair on City Heavy Vehicles and Equipment and more specifically referred to as Exhibit A and the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
	<u>500,000</u>
General Liability	
Commercial General Liability	
General Aggregate	
Garage Keepers	
Combined Single Limit	
Auto Only – Each Accident	500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments

by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11258-CP, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Glen C. Robertson, Mayor

BY Rex Beaudain Jr. Rex Beaudain Jr.  
Authorized Representative

ATTEST:

Lubbock Truck Sales, Inc.  
Print Name

\_\_\_\_\_  
Rebecca Garza, City Secretary

1801 East Slaton Hwy.  
Address

APPROVED AS TO CONTENT:

Lubbock, TX 79404  
City, State, Zip Code

Scott Snider  
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Chad Lawrence  
Assistant City Attorney

BID FORM  
 Maintenance & Repair on City Heavy Vehicles and Equipment  
 City of Lubbock, TX  
 ITB No. 13-11258-CP

In compliance with the **Invitation to Bid 13-11258-CP**, 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 **13-11258-CP** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

1. Category: Trucks over 19500 lbs GVWR (Class 6-7-8) Including Sweepers and Trash Trucks  
 Current Fleet: 241  
 (please print your information)

1. What is your labor rate per hour? <i>(Billed in increments of full, half and 1/4 hours)</i>	\$ <u>115.00</u> per hour	
2. What is your % markup above/below parts "jobber" list? <i>List - 20%</i>	<i>List -20 %</i>	
3. Do you provide pickup and delivery of vehicles? If yes, what is the roundtrip charge?	<input checked="" type="radio"/> Yes \$ <u>75.00</u>	<input type="radio"/> No
4. Do you offer a tow-service? If so, what would be your roundtrip tow charge?	<input checked="" type="radio"/> Yes \$ <u>200.00</u>	<input type="radio"/> No
5. Could you respond to a pickup 24 hours a day?	<input checked="" type="radio"/> Yes	<input type="radio"/> No
6. Miles from your location to City Fleet Services Garage (206 Municipal Dr., Lubbock TX 79403)		
7. Is a trip charge included in the bid price? If not, what would be your service call fee and mileage fee? Service call fee \$ <u>50.00</u> Mileage fee \$ <u>1.75</u>	<input type="radio"/> Yes	<input checked="" type="radio"/> No

3. Category: Trailers Utility Pipe, Hay, Equipment, Crew, and Cargo  
 Current Fleet: 310

(please print your information)

1. What is your labor rate per hour? (Billed in increments of full, half and 1/4 hours)		\$ <u>80.00</u> per hour	
2. What is your % markup above/below parts "jobber" list? <u>List -20%</u>		<u>List -20</u> %	
3. Do you provide pickup and delivery of vehicles? If yes, what is the roundtrip charge?		<input checked="" type="radio"/> Yes \$ <u>75.00</u>	<input type="radio"/> No
4. Do you offer a tow-service? If so, what would be your roundtrip tow charge?		<input checked="" type="radio"/> Yes \$ <u>200.00</u>	<input type="radio"/> No
5. Could you respond to a pickup 24 hours a day?		<input checked="" type="radio"/> Yes	<input type="radio"/> No
6. Miles from your location to City Fleet Services Garage (206 Municipal Dr., Lubbock TX 79403)			
7. Is a trip charge included in the bid price? If not, what would be your service call fee and mileage fee? Service call fee \$ <u>50.00</u> Mileage fee \$ <u>1.75 per mile</u>		<input type="radio"/> Yes	<input checked="" type="radio"/> No

Vendor shall mark the appropriate services offered by their company in the corresponding boxes under "General Repairs" and/or "Specific Service Repairs."

Category 1

*Trucks*

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input checked="" type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input checked="" type="checkbox"/>
Drive Train Group	<input checked="" type="checkbox"/>	Hydraulics	<input checked="" type="checkbox"/>
Engine Group	<input checked="" type="checkbox"/>	Electrical	<input checked="" type="checkbox"/>
Accessories Group	<input checked="" type="checkbox"/>	Alignments	<input checked="" type="checkbox"/>
		Welding / Fabricating	<input checked="" type="checkbox"/>

Category 2

*Off-Road Equipment*

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input checked="" type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input checked="" type="checkbox"/>
Drive Train Group	<input checked="" type="checkbox"/>	Hydraulics	<input checked="" type="checkbox"/>
Engine Group	<input checked="" type="checkbox"/>	Electrical	<input checked="" type="checkbox"/>
Accessories Group	<input checked="" type="checkbox"/>	Alignments	<input checked="" type="checkbox"/>
		Welding / Fabricating	<input checked="" type="checkbox"/>

Category 3

*Trailers*

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input checked="" type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input checked="" type="checkbox"/>
Drive Train Group	<input checked="" type="checkbox"/>	Hydraulics	<input checked="" type="checkbox"/>
Engine Group	<input checked="" type="checkbox"/>	Electrical	<input checked="" type="checkbox"/>
Accessories Group	<input checked="" type="checkbox"/>	Alignments	<input checked="" type="checkbox"/>
		Welding / Fabricating	<input checked="" type="checkbox"/>

Category 4

*Forklifts*

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input type="checkbox"/>
Drive Train Group	<input type="checkbox"/>	Hydraulics	<input type="checkbox"/>
Engine Group	<input type="checkbox"/>	Electrical	<input type="checkbox"/>
Accessories Group	<input type="checkbox"/>	Alignments	<input type="checkbox"/>
		Welding / Fabricating	<input type="checkbox"/>

\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

\*\*Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Maintenance & Repair on City Heavy Vehicles and Equipment with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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 Lubbock Truck Sales Inc. a corporation organized under the laws of the State of Texas, or a partnership consisting of \_\_\_\_\_ or individual trading as

Lubbock Truck Sales Inc. of the City of Lubbock

Firm: Lubbock Truck Sales Inc.

Address: 1801 East Slaton Hwy Lubbock, TX 79404

City: Lubbock State: Texas Zip: 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

- Name \_\_\_\_\_ and Manufacture's License No. \_\_\_\_\_
  - Name \_\_\_\_\_ and Converter's License No. \_\_\_\_\_
  - Name \_\_\_\_\_ and Representative's License No. \_\_\_\_\_
  - Name \_\_\_\_\_ and Franchise Dealer's License No. \_\_\_\_\_
- General Distinguishing No. A 7283 (Franchised TX dealer)

By Rex Beardain Jr. Date: 05-03-13  
*Authorized Representative - must sign by hand*

Officer Name and Title: Rex Beardain Jr. Service General Manager  
*Please Print*

Business Telephone Number 806-748-1529 FAX: 806-748-1223

E-mail Address: rex@LubbockTrucksales.com

<b>FOR CITY USE ONLY</b>	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$25,000): _____	Date P.O./Contract Issued: _____

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.**

**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

City of Lubbock, TX  
Lubbock Truck Sales of Lubbock, Tx  
Exhibit A

Maintenance and Repair on Heavy Vehicles and Equipment Services	Hourly Labor Rate
Trucks over 19500 lbs. GVWR	
Chassis	\$ 115
Drive Train	115
Engine	115
Accessories	115
Heating, Ventilation, Air-Conditioning	115
Hydraulics	115
Electrical	115
Alignments	115
Welding/Fabricating	115
Trailers Utility Pipe, Hay, Equipment, Crew and Cargo	
Chassis	115
Drive Train	115
Engine	115
Accessories	115
Heating, Ventilation, Air-Conditioning	115
Hydraulics	115
Electrical	115
Alignments	115
Welding/Fabricating	115

**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. 11258-1 for maintenance & repair on City heavy vehicles and equipment, by and between the City of Lubbock and McWhorter's 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:



\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-McWhorter's LTD  
June 5, 2013

**City of Lubbock, TX**  
**Contract for**  
**Maintenance & Repair on City Heavy Vehicles and Equipment**

**THIS CONTRACT** made and entered into this 11<sup>th</sup> day of July, 2013, by and between the City of Lubbock ("City"), and McWhorter's LTD., ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Maintenance & Repair on City Heavy Vehicles and Equipment and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Maintenance & Repair on City Heavy Vehicles and Equipment.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Maintenance & Repair on City Heavy Vehicles and Equipment and more specifically referred to as Exhibit A and the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	<u>500,000</u>
Commercial General Liability	
General Aggregate	
Garage Keepers	
Combined Single Limit	
Auto Only – Each Accident	500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments

by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein: Invitation to Bid No. 13-11258-CP, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Glen C. Robertson, Mayor

BY   
Authorized Representative

JIM RIEBEL

ATTEST:

Print Name

\_\_\_\_\_  
Rebecca Garza, City Secretary

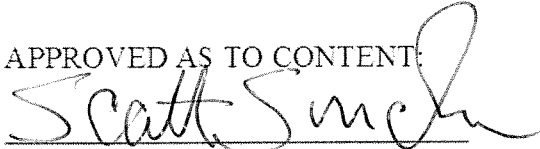
1008 TEXAS

Address

Lubbock TX 79401

APPROVED AS TO CONTENT:

City, State, Zip Code



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Assistant City Attorney

BID FORM  
 Maintenance & Repair on City Heavy Vehicles and Equipment  
 City of Lubbock, TX  
 ITB No. 13-11258-CP

In compliance with the **Invitation to Bid 13-11258-CP**, 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 **13-11258-CP** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

1. Category: Trucks over 19500 lbs GVWR (Class 6-7-8) Including Sweepers and Trash Trucks  
 Current Fleet: 241  
 (please print your information)

1. What is your labor rate per hour? <i>(Billed in increments of full, half and 1/4 hours)</i>	\$ <u>85<sup>00</sup></u> per hour	
2. What is your % markup above/below parts "jobber" list?	<u>30</u> %	
3. Do you provide pickup and delivery of vehicles? If yes, what is the roundtrip charge?	<input checked="" type="radio"/> Yes \$ <u>-0-</u>	<input type="radio"/> No
4. Do you offer a tow-service? If so, what would be your roundtrip tow charge?	Yes \$ _____	<input checked="" type="radio"/> No
5. Could you respond to a pickup 24 hours a day?	Yes	<input checked="" type="radio"/> No
6. Miles from your location to City Fleet Services Garage (206 Municipal Dr., Lubbock TX 79403)	<u>1.5 miles</u>	
7. Is a trip charge included in the bid price? If not, what would be your service call fee and mileage fee? Service call fee \$ <u>85<sup>00</sup></u> Mileage fee \$ <u>1.25</u>	<input checked="" type="radio"/> Yes	<input type="radio"/> No

3. Category: Trailers Utility Pipe, Hay, Equipment, Crew, and Cargo  
 Current Fleet: 310

(please print your information)

1. What is your labor rate per hour? <i>(Billed in increments of full, half and ¼ hours)</i>	\$ <u>85<sup>00</sup></u> per hour	
2. What is your % markup above/below parts "jobber" list?	<u>30%</u> %	
3. Do you provide pickup and delivery of vehicles? If yes, what is the roundtrip charge?	<input checked="" type="radio"/> Yes \$ <u>N/A LOCAL</u>	<input type="radio"/> No
4. Do you offer a tow-service? If so, what would be your roundtrip tow charge?	Yes \$ _____	<input checked="" type="radio"/> No
5. Could you respond to a pickup 24 hours a day?	Yes	<input checked="" type="radio"/> No
6. Miles from your location to City Fleet Services Garage (206 Municipal Dr., Lubbock TX 79403)	<u>1.5 miles</u>	
7. Is a trip charge included in the bid price? If not, what would be your service call fee and mileage fee? Service call fee \$ <u>85<sup>00</sup></u> Mileage fee \$ <u>1.25</u>	<input checked="" type="radio"/> Yes	<input type="radio"/> No

Vendor shall mark the appropriate services offered by their company in the corresponding boxes under "General Repairs" and/or "Specific Service Repairs."

Category 1

Trucks

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input checked="" type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input checked="" type="checkbox"/>
Drive Train Group	<input checked="" type="checkbox"/>	Hydraulics	<input checked="" type="checkbox"/>
Engine Group	<input checked="" type="checkbox"/>	Electrical	<input checked="" type="checkbox"/>
Accessories Group	<input checked="" type="checkbox"/>	Alignments	<input checked="" type="checkbox"/>
<i>State Inspections</i>	<input checked="" type="checkbox"/>	Welding / Fabricating	<input checked="" type="checkbox"/>

*State*

Category 2

Off-Road Equipment

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input type="checkbox"/>
Drive Train Group	<input type="checkbox"/>	Hydraulics	<input type="checkbox"/>
Engine Group	<input type="checkbox"/>	Electrical	<input type="checkbox"/>
Accessories Group	<input type="checkbox"/>	Alignments	<input type="checkbox"/>
		Welding / Fabricating	<input type="checkbox"/>

Category 3

Trailers

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input checked="" type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input checked="" type="checkbox"/>
Drive Train Group	<input checked="" type="checkbox"/>	Hydraulics	<input checked="" type="checkbox"/>
Engine Group	<input checked="" type="checkbox"/>	Electrical	<input checked="" type="checkbox"/>
Accessories Group	<input checked="" type="checkbox"/>	Alignments	<input checked="" type="checkbox"/>
<i>State Inspections</i>	<input checked="" type="checkbox"/>	Welding / Fabricating	<input checked="" type="checkbox"/>

Category 4

Forklifts

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input type="checkbox"/>
Drive Train Group	<input type="checkbox"/>	Hydraulics	<input type="checkbox"/>
Engine Group	<input type="checkbox"/>	Electrical	<input type="checkbox"/>
Accessories Group	<input type="checkbox"/>	Alignments	<input type="checkbox"/>
		Welding / Fabricating	<input type="checkbox"/>

\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

\*\*Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Maintenance & Repair on City Heavy Vehicles and Equipment with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of \_\_\_\_\_% net \_\_\_\_\_ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES  NO

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 McWhorters LTD a corporation organized under the laws of the State of TEXAS, or a partnership consisting of \_\_\_\_\_ or individual trading as \_\_\_\_\_ of the City of LUBBOCK

Firm: McWhorters LTD

Address: 1008 TEXAS LUBBOCK TX

City: Lubbock State: TX Zip: 79401

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 5-3-13  
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: Jim Riebel Date: 5-6-13  
*Authorized Representative - must sign by hand*

Officer Name and Title: Jim Riebel Vice Pres  
*Please Print*

Business Telephone Number: 806-762-0231 FAX: 806-771-6751

E-mail Address: jimr@mcwhorters Ltd.com

<b>FOR CITY USE ONLY</b>	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	_____
Date of Award by City Council (for bids over \$25,000): _____	Date P.O./Contract Issued: _____

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.**  
**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

City of Lubbock, TX  
 McWhorter's LTD of Lubbock, Tx  
 Exhibit A

Maintenance and Repair on Heavy Vehicles and Equipment Services	Hourly Labor Rate
Trucks over 19500 lbs. GVWR	
Chassis	\$ 85
Drive Train	85
Engine	85
Accessories	85
Heating, Ventilation, Air-Conditioning	85
Hydraulics	85
Electrical	85
Alignments	85
Welding/Fabricating	85
 Trailers Utility Pipe, Hay, Equipment, Crew and Cargo	
Chassis	85
Drive Train	85
Engine	85
Accessories	85
Heating, Ventilation, Air-Conditioning	85
Hydraulics	85
Electrical	85
Alignments	85
Welding/Fabricating	85

**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. 11258-2 for maintenance & repair on City heavy vehicles and equipment, by and between the City of Lubbock and Warren Cat, of Midland, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



\_\_\_\_\_  
Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Warren Cat  
June 5, 2013

**City of Lubbock, TX**  
**Contract for**  
**Maintenance & Repair on City Heavy Vehicles and Equipment**

**THIS CONTRACT** made and entered into this **11<sup>th</sup>** day of **July, 2013**, by and between the City of Lubbock ("City"), and **Warren Cat**, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Maintenance & Repair on City Heavy Vehicles and Equipment and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Maintenance & Repair on City Heavy Vehicles and Equipment.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Maintenance & Repair on City Heavy Vehicles and Equipment and more specifically referred to as Exhibit A and the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	<u>500,000</u>
Commercial General Liability	
General Aggregate	
Garage Keepers	
Combined Single Limit	
Auto Only – Each Accident	500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments

by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11258-CP, Specifications, and the Bid Form.

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

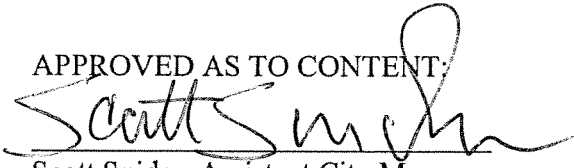
CITY OF LUBBOCK

\_\_\_\_\_  
Glen C. Robertson, Mayor


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary


APPROVED AS TO CONTENT:

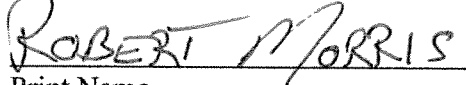
  
\_\_\_\_\_  
Scott Snider, Assistant City Manager

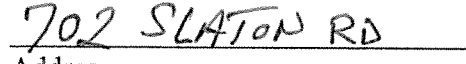
APPROVED AS TO FORM:

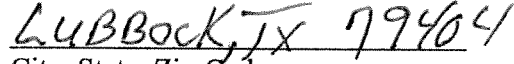
  
\_\_\_\_\_  
Assistant City Attorney

CONTRACTOR

BY   
\_\_\_\_\_  
Authorized Representative

  
\_\_\_\_\_  
Print Name

  
\_\_\_\_\_  
Address

  
\_\_\_\_\_  
City, State, Zip Code

2. Category: Off-Road Equipment (Tractors, Backhoes, Loaders, Excavators, Dozers, Graders, Scrapers, and Cranes)  
 Current Fleet: 146

(please print your information)

1. What is your labor rate per hour? <i>(Billed in increments of full, half and ¼ hours)</i>	\$100 shop \$112.50 field per hour	
2. What is your % markup above/below parts "jobber" list?	5-30 %	
3. Do you provide pickup and delivery of vehicles? If yes, what is the roundtrip charge?	Yes \$ _____	No X
4. Do you offer a tow-service? If so, what would be your roundtrip tow charge?	Yes \$ _____	No X
5. Could you respond to a pickup 24 hours a day?	Yes	No X
6. Miles from your location to City Fleet Services Garage (206 Municipal Dr., Lubbock TX 79403)	22 miles	
7. Is a trip charge included in the bid price? If not, what would be your service call fee and mileage fee? Service call fee \$55 an hour Mileage fee \$ 2.50 per mi	Yes	No X

Vendor shall mark the appropriate services offered by their company in the corresponding boxes under "General Repairs" and/or "Specific Service Repairs."

Category 1

*Trucks*

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group		Heating, Ventilation, Air-Conditioning	
Drive Train Group		Hydraulics	
Engine Group		Electrical	
Accessories Group		Alignments	
		Welding / Fabricating	

Category 2

*Off-Road Equipment*

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group	<input checked="" type="checkbox"/>	Heating, Ventilation, Air-Conditioning	<input checked="" type="checkbox"/>
Drive Train Group	<input checked="" type="checkbox"/>	Hydraulics	<input checked="" type="checkbox"/>
Engine Group	<input checked="" type="checkbox"/>	Electrical	<input checked="" type="checkbox"/>
Accessories Group	<input checked="" type="checkbox"/>	Alignments	<input checked="" type="checkbox"/>
		Welding / Fabricating	<input checked="" type="checkbox"/>

Category 3

*Trailers*

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group		Heating, Ventilation, Air-Conditioning	
Drive Train Group		Hydraulics	
Engine Group		Electrical	
Accessories Group		Alignments	
		Welding / Fabricating	

Category 4

*Forklifts*

General Repairs	<input checked="" type="checkbox"/>	Specific Service Repairs	<input checked="" type="checkbox"/>
Chassis Group		Heating, Ventilation, Air-Conditioning	
Drive Train Group		Hydraulics	
Engine Group		Electrical	
Accessories Group		Alignments	
		Welding / Fabricating	

**\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed**

**\*\*Days After Receipt of Order (ARO)**

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

The City of Lubbock is seeking a contract for Maintenance & Repair on City Heavy Vehicles and Equipment with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES X NO \_\_\_\_\_

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Warren Power & Machinery a corporation organized under the laws of the State of Delaware, or a partnership consisting of \_\_\_\_\_ or individual trading as Warren Cat of the City of Midland

Firm: Warren Cat

Address: 10325 Younger Road

City: LUBBOCK State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 5/3/13  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

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

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 Robert Morris Date: 6/14/13  
*Authorized Representative - must sign by hand*

Officer Name and Title: PSSR ROBERT MORRIS  
*Please Print*

Business Telephone Number 806-748-3725 FAX 806-745-2182

E-mail Address: Robert.Morris@warrencat.com

<b>FOR CITY USE ONLY</b>	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$25,000): _____	Date P.O./Contract Issued: _____

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.**

**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

City of Lubbock, TX  
Warren Cat of Midland, Texas  
Exhibit A

Maintenance and Repair on Heavy Vehicles and Equipment Services	Hourly Labor Rate
Off-Road Equipment	
Chassis	\$ 100
Drive Train	100
Engine	100
Accessories	100
Heating, Ventilation, Air-Conditioning	100
Hydraulics	100
Electrical	100
Alignments	100
Welding/Fabricating	

**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. 11258-3 for maintenance & repair on City heavy vehicles and equipment, by and between the City of Lubbock and Waste Systems, of Abernathy, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

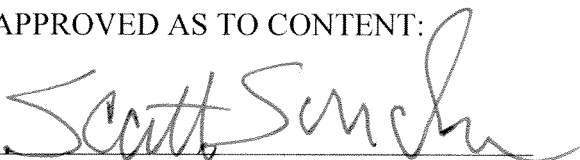
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager  
Community Services

APPROVED AS TO FORM:



\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Waste Systems  
June 5, 2013

**City of Lubbock, TX**  
**Contract for**  
**Maintenance & Repair on City Heavy Vehicles and Equipment**

**THIS CONTRACT** made and entered into this 11<sup>th</sup> day of July, 2013, by and between the City of Lubbock ("City"), and Waste Systems, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Maintenance & Repair on City Heavy Vehicles and Equipment and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Maintenance & Repair on City Heavy Vehicles and Equipment.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Maintenance & Repair on City Heavy Vehicles and Equipment and more specifically referred to as Exhibit A and the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
	<u>500,000</u>
General Liability	
Commercial General Liability	
General Aggregate	
Garage Keepers	
Combined Single Limit	
Auto Only – Each Accident	500,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording “endeavor to” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives” will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments

by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.


10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11258-CP, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

CONTRACTOR

\_\_\_\_\_  
Glen C. Robertson, Mayor

BY  TERRY PARKEY, SR.  
Authorized Representative

ATTEST:

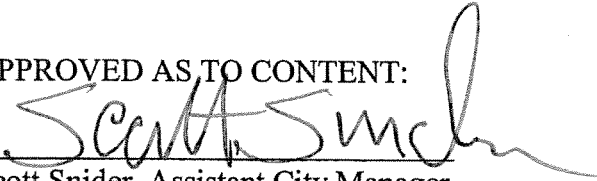
Waste Systems  
Print Name

\_\_\_\_\_  
Rebecca Garza, City Secretary

3060 Interstate 27-87  
Address

APPROVED AS TO CONTENT:

Abernathy, TX 79311  
City, State, Zip

  
\_\_\_\_\_  
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Assistant City Attorney

BID FORM  
 Maintenance & Repair on City Heavy Vehicles and Equipment  
 City of Lubbock, TX  
 ITB No. 13-11258-CP

In compliance with the Invitation to Bid 13-11258-CP, 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 13-11258-CP is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

1. Category: Trucks over 19500 lbs GVWR (Class 6-7-8) Including Sweepers and Trash Trucks  
 Current Fleet: 241  
 (please print your information)

1. What is your labor rate per hour? <i>(Billed in increments of full, half and 1/4 hours)</i>	\$ <u>65.00</u> per hour	
2. What is your % markup above/below parts "jobber" list?	<u>20-30</u> % Above	
3. Do you provide pickup and delivery of vehicles? If yes, what is the roundtrip charge? <i>From Time To Time will offer to pickup &amp; Drop off DRIVERS</i>	Yes	No
4. Do you offer a tow-service? If so, what would be your roundtrip tow charge?	Yes \$ _____	No <input checked="" type="checkbox"/>
5. Could you respond to a pickup 24 hours a day?	Yes	<input checked="" type="checkbox"/> No
6. Miles from your location to City Fleet Services Garage <i>(206 Municipal Dr., Lubbock TX 79403)</i>	<u>17</u>	
7. Is a trip charge included in the bid price? If not, what would be your service call fee and mileage fee? Service call fee \$ <u>65.00</u> Mileage fee \$ <u>---</u>	Yes	No <input checked="" type="checkbox"/>

Vendor shall mark the appropriate services offered by their company in the corresponding boxes under "General Repairs" and/or "Specific Service Repairs."

Category 1

Trucks

General Repairs	√	Specific Service Repairs	√
Chassis Group		Heating, Ventilation, Air-Conditioning	
Drive Train Group		Hydraulics	✓
Engine Group		Electrical	✓
Accessories Group		Alignments	
		Welding / Fabricating	✓

Category 2

Off-Road Equipment

General Repairs	√	Specific Service Repairs	√
Chassis Group		Heating, Ventilation, Air-Conditioning	
Drive Train Group		Hydraulics	
Engine Group		Electrical	
Accessories Group		Alignments	
		Welding / Fabricating	

Category 3

Trailers

General Repairs	√	Specific Service Repairs	√
Chassis Group		Heating, Ventilation, Air-Conditioning	
Drive Train Group		Hydraulics	
Engine Group		Electrical	
Accessories Group		Alignments	
		Welding / Fabricating	

Category 4

Forklifts

General Repairs	√	Specific Service Repairs	√
Chassis Group		Heating, Ventilation, Air-Conditioning	
Drive Train Group		Hydraulics	
Engine Group		Electrical	
Accessories Group		Alignments	
		Welding / Fabricating	

\*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed

\*\*Days After Receipt of Order (ARO)

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

The City of Lubbock is seeking a contract for Maintenance & Repair on City Heavy Vehicles and Equipment with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of \_\_\_\_\_%, net \_\_ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES  NO

- 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 Parkey Enterprises Inc corporation organized under the laws of the State of TEXAS, or a partnership consisting of dba Waste Systems or individual trading as \_\_\_\_\_ of the City of \_\_\_\_\_

Firm: WASTE SYSTEMS

Address: 3060 INTERSTATE 27-87 ABERNATHY, TX 79311

City: Abilene State: Tx Zip: 79311

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 5-3-13  
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 Manufacturer'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. 9118803 (Franchised TX dealer)

By [Signature] Date: 6-14-13  
*Authorized Representative - must sign by hand*

Officer Name and Title: Terry Paakey SR / GM / President  
*Please Print*

Business Telephone Number 806-757-2381 FAX: 806-757-2380

E-mail Address: WSYSTEMS@door.net

<b>FOR CITY USE ONLY</b>	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$25,000): _____	Date P.O./Contract Issued: _____

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.**

**LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.**

City of Lubbock, TX  
Waste Systems of Abernathy, TX  
Exhibit A

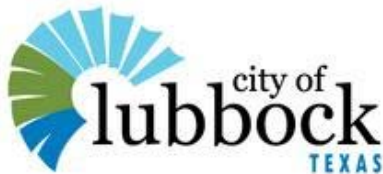
Maintenance and Repair on Heavy Vehicles and Equipment Services	Hourly Labor
Trucks over 19500 lbs. GVWR	Rate
Chassis	\$ 65
Drive Train	65
Engine	65
Accessories	65
Heating, Ventilation, Air-Conditioning	65
Hydraulics	65
Electrical	65
Alignments	65
Welding/Fabricating	65

City of Lubbock, TX  
 Fleet  
 Bid Tabulation  
 July 11, 2013

ITB 13-11258-CP

Maintenance & Repair on City Heavy Vehicles and Equipment

Item	Description/Vendor	Location	Hourly Labor Rate
1	Trucks over 19500 lbs GVWR		
	Waste Systems	Abernathy, TX	\$ 65
	McWhorter's LTD.	Lubbock, TX	85
	Lubbock Truck Sales, Inc.	Lubbock, TX	115
2	Off-Road Equipment		
	Warren Cat	Midland, TX	100
3	Trailers Utility Pipe, Hay, Equipment, Crew and Cargo		
	Lubbock Truck Sales, Inc.	Lubbock, TX	80
	McWhorter's LTD.	Lubbock, TX	85



**Regular City Council Meeting**

**5. 11.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Contract Resolution - Civic Center:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. (CLI) Board of Directors for the first of two granting periods for the 2013 Cultural Arts Grant Program (CAGP) using Hotel Occupancy Tax funds allocated for FY 2012-13.

**Item Summary**

On September 21, 2005, the City Council approved an agreement with CLI which authorized CLI to administer the City CAGP, which is funded through an allocation of the Hotel Occupancy Tax. The funds for the CAGP are to be used in making grant awards to local non-profit organizations for the encouragement, promotion, improvement, and application of the arts and the promotion of tourism in the Lubbock community. The funds received by CLI for the 2013 CAGP were \$304,637 and represents 5.92120% of the hotel/motel tax budgeted for FY 2012-2013. In addition, interest earned on prior year funds was \$1,088. There is a total of \$305,725 available for the 2013 CAGP. CLI elected to absorb any administrative expense in administering this program; therefore, the entire allocation of \$305,725 is available for the two granting periods in 2013.

A grant workshop was held on April 29, 2013, for all organizations wishing to apply for a cultural arts grant. Fifteen applications were received by the May 31, 2013, deadline. The CAGP Review Committee recommended full or partial funding for all fifteen applicants.

The CAGP Review Committee, comprised of appointments by City Council and representatives of the CLI Board of Directors, submitted their recommendations to the full CLI Board at the June 24, 2013, meeting. These recommendations are now being presented to City Council for approval.

The CAGP Review Committee and the CLI Board of Directors are requesting City Council approval of \$158,200 in grant awards for the first granting period of the 2013 CAGP. The amount recommended is 51.8% of the Hotel Occupancy Tax and earned interest allocated for both granting cycles.

All applicants recommended for grant awards are in good standing with the City and CLI.

**Fiscal Impact**

Funding is provided through an allocation of Hotel Occupancy Taxes.

**Staff/Board Recommending**

Scott Snider, Community Services Assistant City Manager  
CAGP Review Committee  
CLI Board of Directors

---

**Attachments**

Resolution - 2013 Cultural Arts Grant Program

**RESOLUTION**

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

THAT the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the first of two granting periods for the 2013 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2012-2013.


Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Brooke Witcher, Managing Director  
Cultural Facilities & Events

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.CAG & CLI Recommendation  
June 25, 2013



**Civic Lubbock Inc**  
*art • culture • entertainment*

June 25, 2013

Mr. Freddy Chavez  
Director  
Lubbock Memorial Civic Center  
City Bank Auditorium-Coliseum  
1501 Mac Davis Lane  
Lubbock, Texas 79401

Dear Mr. Chavez,

The Cultural Arts Grant Review Committee for the City of Lubbock's Cultural Grants Program has determined its recommendations for the first granting cycle of 2013. This recommendation was presented to the entire Civic Lubbock, Inc. Board of Directors on June 24, 2013 and was approved as recommended. All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock, Inc.

The Hotel Occupancy Tax allocated for the 2013 Cultural Arts Grant Program provided for \$304,637.00 to be granted over two granting cycles. In addition, interest earned in the amount of \$1,088.03 and carryover funds in the amount of \$ .28 from the 2012 Cultural Arts Grant Program is available for the 2013 program, making the amount designated for the 2013 Cultural Arts Grant Program a total of \$305,725.31. The Board of Directors elected to absorb all expenses related to administering the program, therefore no administrative expenses will be deducted and the entire allocation will be available for the 2013 Cultural Arts Grant Program.

The Cultural Arts Grant Review Committee is comprised of five members; three Civic Lubbock, Inc. Directors assigned by Civic Lubbock, Inc. and two members-at-large appointed by the City Council. They are as follows:

Dr. Donald Haragan, CLI Board of Directors and Chair of the Grant Review Committee  
Louis Kelley, CLI Board of Directors  
Dr. Idris Traylor, CLI Board of Directors  
Martha Ann McDonald, Member-at-Large appointed by City Council  
Ann McDonald, Member-at-Large appointed by City Council

Mr. Freddy Chavez  
June 25, 2013  
Page 2

In reviewing requests and developing funding recommendations for each application, the Cultural Arts Grants Review Committee followed the approved Cultural Arts Grant Guidelines and Procedures. A Grant Workshop was held on April 29, 2013 for organizations wishing to apply for a Cultural Arts Grant. Included among the workshop presenters were representatives from the Lubbock Hotel-Motel Association and Visit Lubbock (the Lubbock Convention and Visitors Bureau).

Accompanying this document are the results of the Cultural Arts Grant Review Committee meeting held on June 12, 2013. Fifteen (15) applications were received for this first grant (June 2013) funding cycle. All fifteen (15) applications are recommended for partial funding. The total amount of funding requested for this grant cycle was \$216,695.00 of which \$158,200.00 is recommended for funding from the City of Lubbock Cultural Arts Grant Program. Of the fifteen grant awards recommended, three of the grant awards cover an entire season (or year) of events. Those organizations chose to submit one application for an entire season rather than submit an application for each of the two granting cycles. With that in mind, the Committee recommended an amount that is approximately 52% of the Hotel Occupancy Tax and interest allocated for the 2013 Cultural Arts Grant Program.

The Civic Lubbock, Inc. Board of Directors requests that the City Council consider approval of the Cultural Arts Grant allocations in the amount of \$158,200.00 as recommended by the Cultural Arts Grant Review Committee and approved by the Civic Lubbock, Inc Board.

Sincerely,



Mark Bass  
President  
Civic Lubbock, Inc.

Attachments

**City of Lubbock**  
**Civic Centers Department**  
**City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program**  
**June 2013 - 1st Cycle Grant Recommendations**  
**July 11, 2013**

<u>Grant No.</u>	<u>Organization</u>	<u>Project</u>	<u>Amount Requested</u>	<u>Amount Recommended</u>
1306-001	Lubbock Moonlight Musicals	Les Misérables	\$ 20,200	\$ 15,500
1306-002	Lubbock Arts Alliance	2013 Lubbock Cultural District Marketing	8,400	5,900
1306-003	Underwood Center for the Arts	First Friday Art Trail	14,120	12,000
1306-004	Underwood Center for the Arts	Helen DeVitt Jones Clay Studio "Creative Workshops in Clay"	8,925	6,000
1306-005	National Cowboy Symposium & Celebration, Inc.	National Cowboy Symposium & Celebration	26,000	18,000
1306-006	West Texas Watercolor Society	Jean Haines Watercolor Workshop 2013	3,000	1,800
1306-007	Lubbock Arts Alliance	17th Annual Take in the Local Color! Lubbock's Artist Studio Tour	10,000	7,000
1306-008	University Interscholastic League - TTU	UIL One-Act Play Director's Workshop	5,000	4,000
1306-009	West Texas Watercolor Society	Jan Sitts Watercolor Workshop 2013	2,550	1,500
1306-010	Fiestas del Llano	Fiestas Patrias Lubbock 2013	20,000	12,000
1306-011	The Lubbock Symphony Orchestra	LSO 2013-2014 Masterworks Season/Holiday Concert/Beatles Tribute	50,000	39,000
1306-012	Lubbock Moonlight Musicals	Moonlight Dinner Theatre 2013-2014 Season	20,000	14,000
1306-013	Ballet Lubbock	The 2013 Nutcracker	9,000	8,000
1306-014	Lubbock Christian University Theatre	LCU Theatre presents "The Will Rogers Follies"	10,000	7,000
1306-015	Lubbock Community Theatre	Lubbock Community Theatre 2013-2014 Fall Season	9,500	6,500
<b>TOTAL AMOUNT REQUESTED</b>			<b>\$ 216,695</b>	<b>\$ 158,200</b>

HOT Funding for 2013 Cultural Arts Grant Program	
City of Lubbock - Hotel Occupancy Tax allocation budgeted	\$ 304,637.00
Interest earned on 2011 funds not yet allocated as of 3/31/13	99.81
Interest earned on 2012 funds not yet allocated as of 3/31/13	988.22
Carry over from 2012 CAG funds	0.28
Total available for 2013 CAG Program	\$ 305,725.31

**Cultural Arts Grant Review Committee**  
**Recommendations**  
*June 2013 – 1st Granting Cycle*

**1306-001**                      **Lubbock Moonlight Musicals, Inc.**  
*Les Misérables*

Amount Requested:                \$20,200  
Amount Recommended:            \$15,500

Lubbock Moonlight Musicals requested \$20,200 to assist with costs associated with the presentation of *Les Misérables*. The four performances of *Les Misérables* will be presented at the Lubbock Memorial Center Theater on November 21-24, 2013. Lubbock Moonlight Musicals and the Lubbock Symphony Orchestra will work together for the first time to co-produce this work as a professional offering. The event will be offered with the involvement and cooperation of the Junior League of Lubbock, Texas Tech Music Theatre, The Lubbock Chorale and Ballet Lubbock. Lubbock’s own David Gaschen will be performing the leading role of Jean Valjean and Gerald Dolter will portray his nemesis, Inspector Javier. Lubbock native Rebecca Saathoff-Davis, currently a Disney performer, will return to perform the role of Cosette.

Committee Comments:

- Project has strong artistic merit
- The Committee really liked the collaborative effort of all involved in this production
- The production as well as the guest artists that will be performing should generate good tourism numbers
- Application indicates a good marketing plan; application indicates that ticket buyers from more than 100 miles away have already purchased tickets
- Cultural Arts Grant funds recommended (\$15,500) will be used towards the cost of Rentals (Scripts/Royalties and Costume Rental) and/or Professional Services (Sound Designer/Engineer and Costume Designer)

**1306-002**                      **Lubbock Arts Alliance**  
**2013 Lubbock Cultural District Marketing**

Amount Requested:                \$ 8,400  
Amount Recommended:            \$ 5,900

The Lubbock Arts Alliance requested \$8,400 to assist with the marketing of Lubbock’s Cultural District. These marketing efforts include the continued online presence of dedicated websites, weekly events calendar sent via email and social media such as Facebook. Other marketing includes advertisements in the LCVB Visitor’s Guide which are distributed throughout the region, weekly email blasts, editorial mention in Texas Monthly, as well as radio advertisements and a televised promotional video. A full color brochure is distributed

to locations outside the region. Plans are underway to create a map of the Cultural District which will be available at the anchor facilities, local hotels/motels, and restaurants.

Committee Comments:

- Project supports the arts, humanities and cultural tourism
- Project provides additional advertising for cultural events by selling a complete “package” of the arts in Lubbock to visitors and potential visitors
- Application indicates a good marketing plan outside the region; applicant is continuing to work closely with Visit Lubbock and other media partners on this project
- Cultural Arts Grant funds recommended (\$5,900) will be used towards the cost of Professional Services

**1306-003**

**Louise Hopkins Underwood Center for the Arts  
First Friday Art Trail**

Amount Requested:           \$14,120  
Amount Recommended:       \$12,000

The Louise Hopkins Underwood Center for the Arts requested \$14,120 to fund marketing efforts for the First Friday Art Trail. This cultural event will be held monthly from September of 2013 through August of 2014 and is free to the public. Now in its eight year, this world class event continues to successfully bring exceptional art to our community and connect people of all ages with artists in an environment that explores the creative experience and supports educational endeavors.

Committee Comments:

- Project has strong artistic merit
- Event has grown significantly since its inception in 2004; Over 38,000 individuals per year are participating in the event
- Tourism numbers as shown on the application continue to indicate strong and steady growth
- Project creates great exposure for the venues and the artists
- Application indicates a good marketing plan for advertising outside the region; applicant’s goal is to continue to raise awareness of this event to those outside the Lubbock region and encourage them to experience the First Friday Art Trail as part of their week-end getaway
- Cultural Arts Grant funds recommended (\$12,000) will be used towards the cost of Promotion and Publicity, Professional Services (Graphic Design Artist ) and/or Postage
- Grant funds were considered for the entire year-long program; future applications for this timeframe may not be considered

**1306-004**

**Louise Hopkins Underwood Center for the Arts  
Helen DeVitt Jones Clay Studio “Creative Workshops in Clay”**

Amount Requested: \$ 8,925

Amount Recommended: \$ 6,000

The Louise Hopkins Underwood Center for the Arts requested \$8,925 to promote a new program series, *Creative Workshops in Clay*, and to cover the stipends for professional ceramists to conduct the workshops. The workshops will be held at the Helen DeVitt Jones Clay Studio. Six workshops are planned in the art of throwing, hand-building, salt and soda firings, wood firings, and raku. Two-day workshops will be offered in the fall, winter and spring. Three and four-day workshops will be offered in the summer. Professional ceramists from around Texas will teach the workshops.

Committee Comments:

- Project has strong artistic and educational merit
- Since this is a new project, there is no history of generating room nights; the application, however, indicates that the workshops will be attractive to ceramists around the country
- Workshops are multi-day events which creates the potential for overnight stays
- Application indicates a good marketing plan for advertising outside the region, including the placement of classified advertising in *Ceramics Monthly*, a national publication which is referred to as the “Bible for Clay” by ceramists
- Applicant has a good plan in place to track tourism and room nights generated
- Cultural Arts Grant funds recommended (\$6,000) will be used towards the cost of Promotion and Publicity (Print Advertising) and/or Professional Services (Instructor Stipends)

**1306-005**

**National Cowboy Symposium & Celebration, Inc.  
National Cowboy Symposium & Celebration**

Amount Requested: \$26,000

Amount Recommended: \$18,000

The National Cowboy Symposium & Celebration requested \$26,000 to assist with the cost of producing the 25th Annual Cowboy Symposium and Celebration to be held on September 5-8, 2013 at the Lubbock Memorial Civic Center. The requested funds would be used for performer and presenter fees, technical stagehand fees and to advertising and promote the event nationally and regionally. Over 85 performers and participants (poets, musicians, storytellers, panelists, chuck wagon cooks, and special presenters) will appear at the 25<sup>th</sup> Anniversary Celebration. The requested funds would also be used to produce a professionally edited video of the 25<sup>th</sup> Anniversary event that would be used for future advertising and promotion of the Symposium in an effort to generate additional tourism.

Committee Comments:

- Project has strong artistic and cultural merit

- There is a good history of generating tourism and room nights; the application indicates a significant increase in room nights generated last year
- Applicant has partnered with two local hotels
- Application indicates a very strong marketing plan for both regionally and nationally; regionally, applicant will focus on Texas, New Mexico, Oklahoma and Colorado.
- Applicant is working with Visit Lubbock to develop new advertising and promotional opportunities, including social media outlets, to encourage additional tourism
- Cultural Arts Grant funds recommended (\$18,000) will be used towards the cost of Promotion/Publicity and Professional Services – Artist Fees

**1306-006**

**West Texas Water Color Society**

**Jean Haines Watercolor Workshop 2013**

Amount Requested: \$ 3,000

Amount Recommended: \$ 1,800

The West Texas Water Color Society requested \$3,000 to fund costs associated with the presentation of two workshops featuring world renowned watercolorist from England, Jean Haines. The workshops will be held on November 4-5, 2013 and November 7-8, 2013 at the Underwood Center for the Arts. Artists from all over the country are expected to attend as Jean Haines is conducting only two workshops in the United States, one in New York and one in Lubbock. There will also be a demonstration by Jean Haines that is open to the public on November 3rd.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates a fairly good history of generating room nights and showed a significant increase in room nights generated in last year
- The two-day workshops create the potential for overnight stays
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended (\$1,800) will be used towards the cost of Professional Services – Guest Artist Fees

**1306-007**

**Lubbock Arts Alliance, Inc.**

**17<sup>th</sup> Annual Take in the Local Color! Lubbock Artist's Studio Tour**

Amount Requested: \$10,000

Amount Recommended: \$ 7,000

The Lubbock Arts Alliance requested \$10,000 to assist with advertising and professional services fees associated with the Take in the Local Color! Lubbock Artist's Studio Tour which will be held on November 9-10, 2013. The goals of the project are to provide community awareness and education in the visual arts, offer a venue for local artists to

showcase their works, facilitate a quality visual art program for students to attend, and attract visitors/tourists to the region. This event allows audiences the unique opportunity to observe the artists in their working environment, many of which are private homes. The Studio Tour will showcase six local artists at each studio location. Last year, over 56 Lubbock County artists were showcased in 11 locations. Artists will display original art to include painting, drawing, pottery, fiber, jewelry, glass, leather, wood and sculpture. In addition, there will be demonstrations and performances by local musicians at the various studio locations.

Committee Comments:

- Project has strong artistic merit
- Project provides access to some artists whose work and studios can only be seen at this event
- Application indicates a strong marketing plan for outside the Lubbock area; marketing efforts will include the distribution of full color brochures to 5,000 individuals, many of whom live outside the Lubbock region
- Project historically generates good attendance as well as good tourism numbers
- Application indicates that tourists from New Mexico, Florida, Indiana, Tennessee, Missouri, New York, and Wyoming attended last year's event; tracking methods are in place to determine out of town attendees and room nights generated
- Applicant is working with Visit Lubbock to disseminate information on the Studio Tour through their tourism contacts
- Cultural Arts Grant funds recommended (\$7,000) will be used towards the cost of Promotion/Publicity and/or Professional Services (Graphic Designer/Photographer)

**1306-008**

**University Interscholastic League – TTU**

**UIL One-Act Play Director's Workshop**

Amount Requested: \$ 5,000

Amount Recommended: \$ 4,000

The University Interscholastic League requested \$5,000 to assist with costs associated with the UIL One-Act Play Director's Workshop that will be held October 18-19, 2013. The workshop is designed for theatre educators and will provide training on such topics as selecting scripts, casting parts, designing sets/costumes and marketing/advertising. The workshop will engage schools from El Paso to Dallas and from Perryton to Austin. Theatre teachers from all over the state will be invited to attend. The funds requested are to cover guest presenter fees, state director/judging panel, class instructors and demonstration materials.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates a good history of generating room nights; attendance is showing growth each year
- Applicant plans to partner with a local hotel

- To further support the educational merit of the project, applicant is working with the TTU Dept. of Theater and Dance. Participants will attend a production of “Rent” and take a back stage tour that will include a Q&A session with the production’s director.
- Cultural Arts Grant funds recommended (\$4,000) are to be used towards the cost of Professional Services - Guest Presenters, State Director/Judging Panel, Class Instructors and/or Materials for Set Demonstrations

**1306-009                      West Texas Water Color Society  
Jan Sitts Watercolor Workshop 2013**

Amount Requested:                 \$ 2,550

Amount Recommended:             \$ 1,500

The West Texas Water Color Society requested \$2,550 to fund costs associated with the presentation of a mixed media workshop conducted by Jan Sitts of Arizona. The 4-day workshop will be held on October 2-5, 2013 at the Charles Adams Studio Project, a part of the Louise Hopkins Underwood Center for the Arts campus. Jan Sitts is very popular as a national workshop instructor and her paintings are sought after by art collectors around the world.

Committee Comments:

- Project has strong artistic and educational merit
- Application has a good marketing plan in place
- Application indicates that current registration deposits have included persons attending from as far away as Washington
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended (\$1,500) are to be used towards the cost of Professional Services – Guest Artist Fees

**1306-010                      Fiestas del Llano, Inc.  
Fiestas Patrias 2013**

Amount Requested:                 \$20,000

Amount Recommended:             \$12,000

Fiestas del Llano requested \$20,000 to assist with costs associated with Fiestas Patrias 2013 which will be held on September 13-15, 2013 at the Lubbock Memorial Civic Center. Fiestas Patrias celebrates Hispanic history, music, art and culture on the South Plains. Fiestas Patrias strives to maintain cultural purity in music, dance, and art as well as present currently popular Hispanic music. In addition, the goal includes educating young people about their Hispanic heritage and providing entertainment through various styles of music to include Tejano, Norteno, and Salsa. Art appreciation is also an integral part of the event and children will be provided the opportunity to create their own traditional art projects. Along with nationally known Hispanic artists, performances will include local and regional

Mariachis, Ballet Folkloricos, and musicians that are just launching their professional careers.

Committee Comments:

- Project is a multi-day festival which has the potential to generate overnight stays
- Project has strong cultural components, including art, music and dance
- The opportunity for youth to create art projects is a good component to the event
- Application indicates good in-kind support from local and area media; applicant plans to promote the project through the Visit Lubbock website, the performer's websites and through press releases to newspapers in Midland/Odessa, Amarillo and Eastern New Mexico
- Cultural Arts Grant funds recommended (\$12,000) are to be used towards the cost of Professional Services – Artist Fees and Sound System

**1306-011**

**Lubbock Symphony Orchestra**

**2013/2014 Classical Masterworks Season & Holiday Concert & Tribute to the Beatles: Classical Mystery Tour**

Amount Requested: \$50,000

Amount Recommended: \$39,000

The Lubbock Symphony Orchestra requested \$50,000 to assist with Musician Fees and Guest Artist Fees associated with the presentation of the 2013/2014 Classical Masterworks Season, Holiday Concert and a special concert entitled “ A Tribute to the Beatles: Classical Mystery Tour”. The first performance of the season will be a collaborative effort with the Lubbock Chorale and Texas Tech University Choir. The Classical Mystery Tour Concert will place a nationally known Beatles Tribute Band with the Lubbock Symphony Orchestra to celebrate the 50<sup>th</sup> anniversary of the “British Invasion” and the Beatle’s first appearance on the Ed Sullivan Show. Performances will be held on various weekends beginning in September of 2013 and ending in May of 2014.

Committee Comments:

- Project has strong artistic merit
- Organization has a history of strong foundation and corporate support
- Application indicates a good history of generating tourism and room nights
- Application indicates a good marketing plan
- The “Classical Mystery Tour” featuring the Beatles Tribute Band has great potential for generating additional tourism
- The collaborative efforts with the Lubbock Choral and the Texas Tech University Choir creates the potential to reach new audiences
- Cultural Arts Grant funds recommended (\$39,000) will be used towards the cost of Professional Services – Musician Fees and Guest Artist Fees
- Grant funds were considered for the entire season; future applications for the Masterworks Season may not be considered

**1306-012**

**Lubbock Moonlight Musicals, Inc.  
Moonlight Dinner Theatre 2013-2014 Season**

Amount Requested: \$20,000

Amount Recommended: \$14,000

Lubbock Moonlight Musicals requested \$20,000 to assist with costs associated with the presentation of the Moonlight Dinner Theatre 2013-2014 Season to be held on various dates between September 2013 and April 2014 at The Louise Hopkins Underwood Center's Icehouse Theatre. The musical theatre productions to be presented include Oscar Wilde's *The Importance of Being Earnest*, *The Madrigal Dinners*, William Shakespeare/Cole Porter *The Taming of the Shrew* and *The Pajama Game*. Funds requested are to cover various productions costs, artistic and technical.

**Committee Comments:**

- Project has strong artistic and educational merit
- Application indicates that the theatrical productions will utilize college and high school students from Lubbock and the surrounding area as well as adult local talent; provides an educational opportunity for the student performers.
- Application indicates that attendance has continued to grow since the event was established three years ago
- Application indicates a good marketing plan, but focuses primarily on local advertising; applicant is encouraged to include advertising/marketing that reaches potential visitors outside the Lubbock area
- Application indicates a plan to promote the performances to tour bus companies to generate tourism; Committee recommends that this be pursued and looks forward to seeing the results of those efforts
- Cultural Arts Grant funds recommended (\$14,000) will be used towards the cost of Artist Fees (Orchestra Musicians, Costume/Set Designers), Professional Services (Technical Director) and/or Supplies/Materials (Costume/Set materials)
- Grant funds were considered for the entire season; future applications for the season may not be considered

**1306-013**

**Ballet Lubbock  
The 2013 Nutcracker**

Amount Requested: \$ 9,000

Amount Recommended: \$ 8,000

Ballet Lubbock requested \$9,000 to assist with advertising and promotion of *The Nutcracker* which will be performed December 12-15, 2013 at the Lubbock Memorial Civic Center. Ballet Lubbock is marking its 35<sup>th</sup> annual production of *The Nutcracker* in 2013. The production is a full length, classical ballet featuring approximately 150 local and regional dancers and 45 musicians in the *Nutcracker Symphony Orchestra*. Guest artists, including New York City Ballet Principal Amar Ramasar, will round out the cast.

Committee Comments:

- Project has strong artistic merit
- Guest artists provide mentoring and educational opportunities for the younger local dancers
- Application indicates a strong marketing plan; print, radio and television advertising will be placed throughout West Texas and Eastern New Mexico
- Applicant has partnered with a local hotel
- Application indicates strong foundation and corporate support
- Applicant has a good plan in place to track tourism i.e. hotel room blocks and zip code data provided from Select-a-Seat
- Cultural Arts Grant funds recommended (\$8,000) will be used towards the cost of Promotion/Publicity

**1306-014**

**Lubbock Christian University Theatre**  
**LCU Theatre presents *The Will Rogers Follies***  
Amount Requested: \$10,000  
Amount Recommended: \$ 7,000

The Theatre area within the Community/Fine Arts Department of Lubbock Christian University requested \$10,000 for costume creation and lighting for the musical production of *The Will Rogers Follies* scheduled for October 11-13, 2013. The production will be held in conjunction with LCU's Parent/Family Weekend festivities and will include a cast and crew of over 40 and an orchestra of 19-21 musicians.

Committee Comments:

- Project has strong artistic merit
- Good arts educational component; cast members are comprised of LCU students
- Application indicates a good marketing plan outside the region to include posting the event on travel websites and contacting newspapers in smaller cities in the region and in New Mexico; area teachers and students will be invited to visit Lubbock and attend the musical
- With the production being held in conjunction with LCU's Parent/Family weekend, there is a good potential to generate room nights
- Application indicates a good plan to track tourism through audience surveys and zip code tracking through their ticketing service.
- Cultural Arts Grant funds recommended (\$7,000) will be used towards the cost of Supplies/Materials (Costumes/Lighting) and/or Professional Services (Seamstress)

1306-015

**Lubbock Community Theatre, Inc.**  
**Lubbock Community Theatre Fall Season 2013-2014**

Amount Requested: \$ 9,500

Amount Recommended: \$ 6,500

The Lubbock Community Theatre requested \$9,500 to assist with artist fees and advertising/promotion costs associated with the presentation of four productions for their Fall Season of plays. The productions will include *Time Stands Still*, *The Miser*, *Godspell*, and two Christmas productions. All performances will take place at the Boston Avenue Theatre,

Committee Comments:

- Project has strong artistic merit
- Application indicates good growth in attendance as well as the number of out of town guests/tourists during the last year
- Applicant has a good plan in place to track tourism and room nights generated
- Application indicates they will continue to utilize the Visit Lubbock website; applicant is encouraged to utilize and post their performances on other tourism websites as well
- Applicant needs to include the names of all of the productions in future grant applications, which may require earlier planning by the organization; this information helps the Committee when reviewing and evaluating the application
- Cultural Arts Grant funds recommended (\$6,500) are to be used towards the cost of Promotion/Publicity (\$4,500) and Professional Services—Actors/Directors/Designers (\$2,000)

**City of Lubbock, Texas  
Civic Centers  
First Cycle - Cultural Grant Funding  
June 2008 through June 2012**

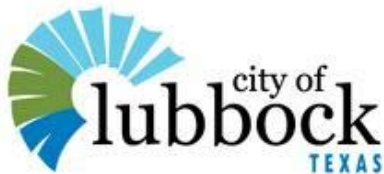
Organization	Project	Amount Awarded						TOTAL
		June 2008	June 2009	June 2010	June 2011	June 2012	TOTAL	
American Cowboy Culture Association, Inc.	National Cowboy Symposium & Celebration	\$ 20,000	15,000	15,000	15,000	16,000	\$ 81,000	
American Wind Power Center	History of the American Windmill Mural Project	-	-	5,000	-	-	5,000	
Ballet Lubbock	Flowerdew Hundred Post Mill Documentary	10,500	9,000	6,500	6,500	7,500	15,000	
Broadway Festivals, Inc.	The Nutcracker	-	1,750	1,400	-	-	40,000	
Fiestas del Llano, Inc.	Fall Performance	-	-	10,000	-	-	3,150	
Fine Arts Academy of India	Street Dance	10,000	8,000	4,000	4,700	12,000	10,000	
Heavenly Productions	Fiestas Patrias Celebration "Grito de Dolores"	-	-	-	-	-	38,700	
Lubbock Arts Alliance	Annual Performance	5,000	4,000	-	-	-	-	
Lubbock Christian University	The Heavenly Bound Train Musical Drama	-	-	5,000	-	-	9,000	
Lubbock Community Theatre	It's Not Over .... Yet	10,000	-	-	-	-	5,000	
Lubbock Moonlight Musicals	Annual Stubb's Statue Party	8,500	8,000	7,000	7,000	9,000	10,000	
Lubbock Regional MHRM	Take in the Local Color Studio Tour	-	7,500	5,000	-	-	39,500	
Lubbock Roots Historical Arts Council	Lubbock Cultural District Marketing	-	4,000	-	-	-	12,500	
Lubbock Symphony Orchestra	Thoroughly Modern Millie	-	-	3,000	-	-	4,000	
Science Spectrum	Carousel	-	-	-	-	-	3,000	
TTU University Interscholastic League	Rogers and Hammerstein's Cinderella	-	-	-	3,000	7,500	3,000	
Underwood Center for the Arts	Meredith Willson's The Music Man	15,000	-	-	2,500	-	7,500	
West Texas Native American Association	Master Follies	-	-	-	-	-	2,500	
West Texas Watercolor Society	Annual Season	-	10,650	7,000	4,000	6,000	15,000	
	Fall Season	-	-	7,000	-	-	27,650	
	"White Christmas" Dinner Theatre	-	-	-	-	-	7,000	
	Dinner Theatre Series	-	-	-	20,000	20,000	40,000	
	Jennifer Holliday Concert	-	1,000	-	-	-	1,000	
	Fine Line - Exhibit by Michael Nye	-	1,000	-	-	-	1,000	
	Arts Roast of TJ Patterson	-	-	-	1,500	-	1,500	
	Lubbock Youth Symphony	10,000	8,000	8,000	-	-	26,000	
	Masterworks Concert Series	20,000	30,000	30,000	30,000	37,500	147,500	
	Da Vinci - The Genius, An Exhibition of Science and Art	-	-	-	6,000	-	6,000	
	One-Act Play Director's Workshop	-	6,620	3,000	2,500	3,500	15,620	
	First Friday Art Trail	13,000	9,000	9,000	10,000	14,000	55,000	
	Flatland Film Festival	-	-	3,250	-	-	3,250	
	WTNAA Exhibit & Mini-Powwow	4,500	2,950	-	-	-	7,450	
	Jean Haines Watercolor Workshop	-	-	-	-	3,000	3,000	
		\$ 126,500	126,470	129,150	127,700	136,000	\$ 642,820	

**City of Lubbock, Texas  
Civic Centers  
Second Cycle - Cultural Grant Funding  
January 2009 through January 2013**

Organization	Project	January 2009	January 2010	January 2011	January 2012	January 2013	TOTAL
Ballet Lubbock	Spring Performance	\$ 1,300	3,000	1,500	4,000	6,000	\$ 15,800
Broadway Festivals, Inc.	4th on Broadway Celebration	20,000	25,000	25,000	23,800	21,200	115,000
Charles Adams Studio Project	Summer Celebration: Printmaking/Metal Workshops					1,740	1,740
Fine Arts Academy of India	Classical Dance Drama of India	2,000	-	-	-	-	2,000
Flatlands Productions/Cactus Kids Theatrical Co	Musical Production	4,000	-	-	-	10,000	10,000
Llano Estacado Clay Guild	Annual Llano Wine and Clay Festival	30,000	27,000	27,000	25,000	23,173	4,000
Lubbock Arts Alliance	Lubbock Arts Festival	-	-	7,500	-	11,000	132,173
	The Maines Bros: Live in the Cultural Dist	-	-	-	4,437	-	18,500
	Lubbock Cultural District Marketing	-	-	-	-	-	4,437
Lubbock Centro Aztlan/Ballet Folklorico Aztlan	Viva Aztlan Festival	6,000	6,000	6,000	4,365	4,500	26,865
Lubbock Christian University	LCU/Wayland Baptist Combined Choir Concert	-	2,000	-	2,000	-	4,000
Lubbock Community Theatre	Spring Project	-	6,051	4,029	4,003	3,500	17,583
Lubbock Moonlight Musicals	Season	14,743	31,900	27,000	23,300	19,400	116,343
Lubbock Symphony Orchestra	The Baseball Music Project	10,000	-	-	-	-	10,000
	Raina English Comin' Home Concert	-	6,500	-	-	-	6,500
Prairie Winds Chorus	Productions	700	-	-	-	-	700
Science Spectrum	Butterflies Alive Exhibit					3,500	3,500
TTU College of Architecture	30 Minutes and a Room	4,000	-	-	-	-	4,000
	Music:Architecture:Art	-	2,000	-	-	-	2,000
TTU - Museum Association	Lubbock Museums: Celebrating Our Heros	-	-	-	6,500	-	6,500
TTU University Interscholastic League	Workshop/Area-Regional Competition-High School Students	-	4,000	5,200	5,000	4,600	18,800
	UIL Summer Theatre Camp	-	-	6,000	4,475	5,000	15,475
Underwood Center for the Arts	Flatland Film Festival	7,000	-	-	-	7,000	7,000
	Flatland Film Program (entire year)	-	10,000	8,250	10,000	8,700	36,950
	First Friday Art Trail	6,000	-	-	-	-	6,000
West Texas Native American Association	Pow Wow					3,000	3,000
West Texas Watercolor Society	Spring Show					800	800
		\$ 105,743	123,451	117,479	116,880	126,113	\$ 589,666

**City of Lubbock, Texas  
Civic Centers  
Cultural Arts Grant Funding  
June 2008 through January 2013**

Organization	Project	June 2008	January 2009	June 2009	January 2010	June 2010	January 2011	June 2011	January 2012	June 2012	January 2013	TOTAL
American Cowboy Culture Associ	National Cowboy Symposium & Celebration	20,000	-	15,000	-	15,000	-	15,000	-	16,000	-	81,000
American Wind Power Center	History of the American Windmill Mural Project	-	-	-	-	5,000	-	-	-	-	-	5,000
Ballet Lubbock	Flowerdew Hundred Post Mill Documentary	10,500	-	9,000	-	6,500	-	6,500	-	7,500	-	15,000
	The Nutcracker	-	1,300	-	3,000	-	1,500	-	4,000	-	6,000	40,000
	Spring Performance	-	-	1,750	-	1,400	-	-	-	-	-	15,800
	Fall Performance	-	20,000	-	25,000	-	25,000	-	23,800	-	21,200	3,150
Broadway Festivals, Inc.	4th on Broadway Celebration	-	-	-	-	10,000	-	-	-	-	-	115,000
	Street Dance	-	-	-	-	-	-	-	-	-	-	10,000
Charles Adams Studio Project	Printmaking/Metal Workshops	-	-	-	-	-	-	-	-	-	1,740	38,700
Fiestas del Llano, Inc.	Fiestas Patrias Celebration "Grito de Dolores"	10,000	-	8,000	-	4,000	-	4,700	-	12,000	-	2,000
Fine Arts Academy of India	Classical Dance Drama of India	-	2,000	-	-	-	-	-	-	-	-	9,000
Flatlands Prod/Cactus Kids Theater	Musical Production	-	-	-	-	-	-	-	-	-	-	5,000
Heavenly Productions	The Heavenly Bound Train Musical Drama	5,000	-	4,000	-	5,000	-	-	-	-	-	5,000
	It's Not Over . . . Yet	-	-	-	-	-	-	-	-	-	-	4,000
	Annual Llano Wine and Clay Festival	-	4,000	-	-	-	-	-	-	-	-	10,000
Llano Esacado Clay Guild	Annual Stubb's Statue Party	10,000	-	-	-	-	-	-	-	-	-	4,000
Lubbock Arts Alliance	Take in the Local Color Studio Tour	8,500	-	8,000	-	7,000	-	7,000	-	9,000	-	39,500
	Lubbock Arts Festival	-	30,000	-	27,000	-	27,000	-	25,000	-	23,173	132,173
	Lubbock Cultural District Marketing	-	-	7,500	-	5,000	-	-	4,437	-	-	16,937
	The Maines Bros. Band - Live in Lubbock's Cultural	-	-	-	-	-	7,500	-	-	-	-	18,500
Lubbock Centro Aztlan	Viva Aztlan Festival	-	6,000	-	6,000	-	6,000	-	4,365	-	11,000	18,500
Lubbock Christian University	LCU/Wayland Baptist Combined Choir Concert	-	6,000	-	2,000	-	6,000	-	2,000	-	4,500	26,865
	Thoroughly Modern Millie	-	-	4,000	-	-	-	-	-	-	-	4,000
	Carousel	-	-	-	-	3,000	-	-	-	-	-	3,000
	Rogers and Hammerstein's Cinderella	-	-	-	-	-	3,000	-	-	-	-	3,000
	Meredith Willson's The Music Man	-	-	-	-	-	-	3,000	-	7,500	-	7,500
	Master Follies	-	-	-	-	-	-	2,500	-	-	-	2,500
Lubbock Community Theatre	Annual Season	15,000	-	-	-	-	-	-	-	-	-	15,000
	Fall Season	-	-	10,650	-	7,000	-	4,000	-	6,000	-	27,650
	Spring Project	-	-	-	6,051	-	4,029	-	4,003	-	3,500	17,583
Lubbock Moonlight Musicals	Season	-	14,743	-	31,900	-	27,000	-	23,300	-	19,400	116,343
	"White Christmas" Dinner Theatre	-	-	-	-	7,000	-	-	-	20,000	-	7,000
	Dinner Theatre Series	-	-	-	-	-	-	20,000	-	-	-	40,000
Lubbock Regional MHMR	Jennifer Holiday Concert	-	-	-	-	1,000	-	-	-	-	-	1,000
	Fine Line - Exhibit by Michael Nye	-	-	-	-	1,000	-	-	-	-	-	1,000
Lubbock Roots Historical Arts Co	Arts Roast of TJ Patterson	-	-	-	-	8,000	-	1,500	-	-	-	1,500
Lubbock Symphony Orchestra	Lubbock Youth Symphony	10,000	-	8,000	-	8,000	-	-	-	-	-	26,000
	Masterworks Concert Series	20,000	-	30,000	-	30,000	-	30,000	-	37,500	-	147,500
	The Baseball Music Project	-	10,000	-	-	-	-	-	-	-	-	10,000
Museum of Texas Tech Associatio	Ralna English Comin' Home Concert	-	-	-	6,500	-	-	-	-	-	-	6,500
	Lubbock Museums: Celebrating Our Heros	-	-	-	-	-	-	-	6,500	-	-	6,500
Prairie Winds	Productions	-	700	-	-	-	-	-	-	-	-	700
Science Spectrum	Exhibitions	-	-	-	-	6,000	-	-	-	-	3,500	9,500
TTU College of Architecture	30 Minutes and a Room	-	4,000	-	-	-	-	6,000	-	-	-	4,000
	Music:Architecture:Art	-	-	-	2,000	-	-	-	-	-	-	2,000
TTU University Interscholastic Le	Workshop/Area-Regional Competition-High School	-	-	-	4,000	-	5,200	-	5,000	-	4,600	18,800
	One-Act Play Director's workshop	-	-	6,620	-	3,000	-	2,500	-	3,500	-	15,620
	UIL Summer Theatre Camp	-	-	-	-	-	6,000	-	4,475	-	-	15,475
Underwood Center for the Arts	First Friday Art Trail	13,000	-	9,000	-	9,000	-	10,000	-	14,000	-	61,000
	Flatland Film Festival	-	7,000	-	-	3,250	-	-	-	-	-	10,250
	Flatland Film Program (entire year)	-	-	-	10,000	-	8,250	-	10,000	-	-	36,950
West Texas Native American Assc	WTNAA Pow Wow	4,500	-	2,950	-	-	-	-	-	-	-	10,450
West Texas Watercolor Society	Jean Haines Watercolor Workshop	-	-	-	-	-	-	-	-	3,000	800	3,800
		126,500	105,743	124,470	123,451	131,150	117,479	127,700	116,880	136,000	126,113	1,235,486



**Regular City Council Meeting**

**5. 12.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Contract Resolution - Aviation:** Consider a resolution authorizing the Mayor to approve an amendment to the lease between the City and EAN Holdings, LLC d/b/a Enterprise Rent-A-Car for additional land area.

**Item Summary**

EAN Holdings, LLC d/b/a Enterprise Rent-A-Car has a five-year agreement with the City that began September 1, 2012. The agreement includes the lease of 20,000 square feet of land for their service facility. Enterprise is in need of additional space for their vehicles and is requesting an amendment to the lease to include an additional 48,000 square feet in the airport's overflow parking lot. This area will be located in the back of the overflow lot and Enterprise will be responsible for the installation of fence and gates.

**Fiscal Impact**

The additional square footage will generate \$8,040 annually.

**Staff/Board Recommending**

James W. Loomis, Executive Director of Aviation  
Airport Advisory Board

---

**Attachments**

Resolution & Amendment - EAN

---

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to Lease Agreement, by and between the City of Lubbock and EAN Holdings, LLC d/b/a Enterprise Rent-A-Car, 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.

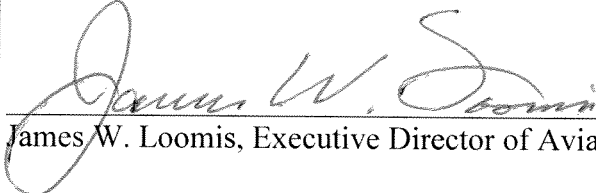
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
James W. Loomis, Executive Director of Aviation

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Amend Agrmt-Enterprise  
May 23, 2013

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK

§

## **AMENDMENT TO LEASE AGREEMENT**

This Agreement is entered into by the **CITY OF LUBBOCK** (referred to herein as “City”), a Home Rule Municipality of Lubbock County, Texas, and **EAN HOLDINGS, LLC d/b/a ENTERPRISE RENT-A-CAR** (referred to herein as “Lessee”).

### **WITNESSETH:**

WHEREAS, City and Lessee executed a Lease Agreement on the 26<sup>th</sup> day of July, 2012, in which Lessee was granted the right to operate an automobile rental service for ground transportation for passengers arriving at and departing from the Airport; and

WHEREAS, Lessee leases 20,000 square feet of land for a service facility and desires to lease an additional 48,000 square feet in the airport’s overflow parking lot for additional parking; and

WHEREAS, the additional leased area is part of a larger parking lot used for overflow parking during high traffic periods; and

WHEREAS, the Lessee shall provide and pay for fencing and gate materials to enclose its leased premises; and

WHEREAS, City agrees to provide the Lessee with non-exclusive access to the traffic lane to allow the Lessee to enter and exit the leased premises without any interruption; and

WHEREAS, City or Lessee may terminate leasing the additional 48,000 square feet in the airport’s overflow lot at any time upon not less than three (3) months advance written notice,

NOW THEREFORE, Lessor and Lessee agree to amend the following:

I.

Article Four, A. 2. Ground Lease (Service Facility), is amended as follows:

“For each month that this lease is in effect, the Lessee shall pay to the City rentals for a ground lease on an area to be used as a service facility and consisting of 68,000 square feet of exclusive lease area, as shown on Exhibit “B” and “B1”, at the rate of \$0.1675 per sq. ft. per year. On January 1, 2014, and each year thereafter on the same month and day for the remainder of the term of this Agreement, the rental rate for the area to be used as a service facility shall be adjusted upward or downward in accordance with the increase or decrease for the preceding twelve (12) months in the Consumer Price Index published by the Bureau of Labor Statistics of the United States Government. In regard to the property described on Exhibit “B1”, the following provisions shall apply:

- (a) The Lessee shall pay for and install the fencing and gate materials;
- (b) The City shall provide non-exclusive access to the traffic lane to allow the Lessee to enter and exit the property without interruption; and
- (c) City or Lessee may terminate the lease of the property described on Exhibit B1 upon three (3) months advance written notice to the other party.”

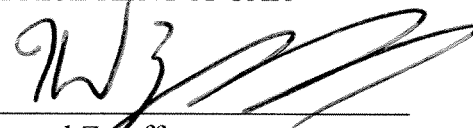
This amendment shall become effective July 11, 2013.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

CITY OF LUBBOCK

EAN HOLDINGS, LLC d/b/a  
ENTERPRISE RENT-A-CAR

BY: \_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

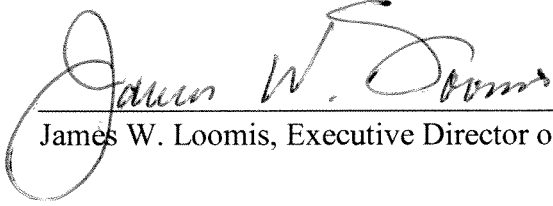
BY:   
Howard Zoroff  
General Manager/Vice President

ATTEST:

Date: 6-19-13

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



A handwritten signature in cursive script, reading "James W. Loomis". The signature is written in black ink and is positioned above a horizontal line.

James W. Loomis, Executive Director of Aviation

APPROVED AS TO FORM:



A handwritten signature in cursive script, reading "Chad Weaver". The signature is written in black ink and is positioned above a horizontal line.

Chad Weaver, Assistant City Attorney

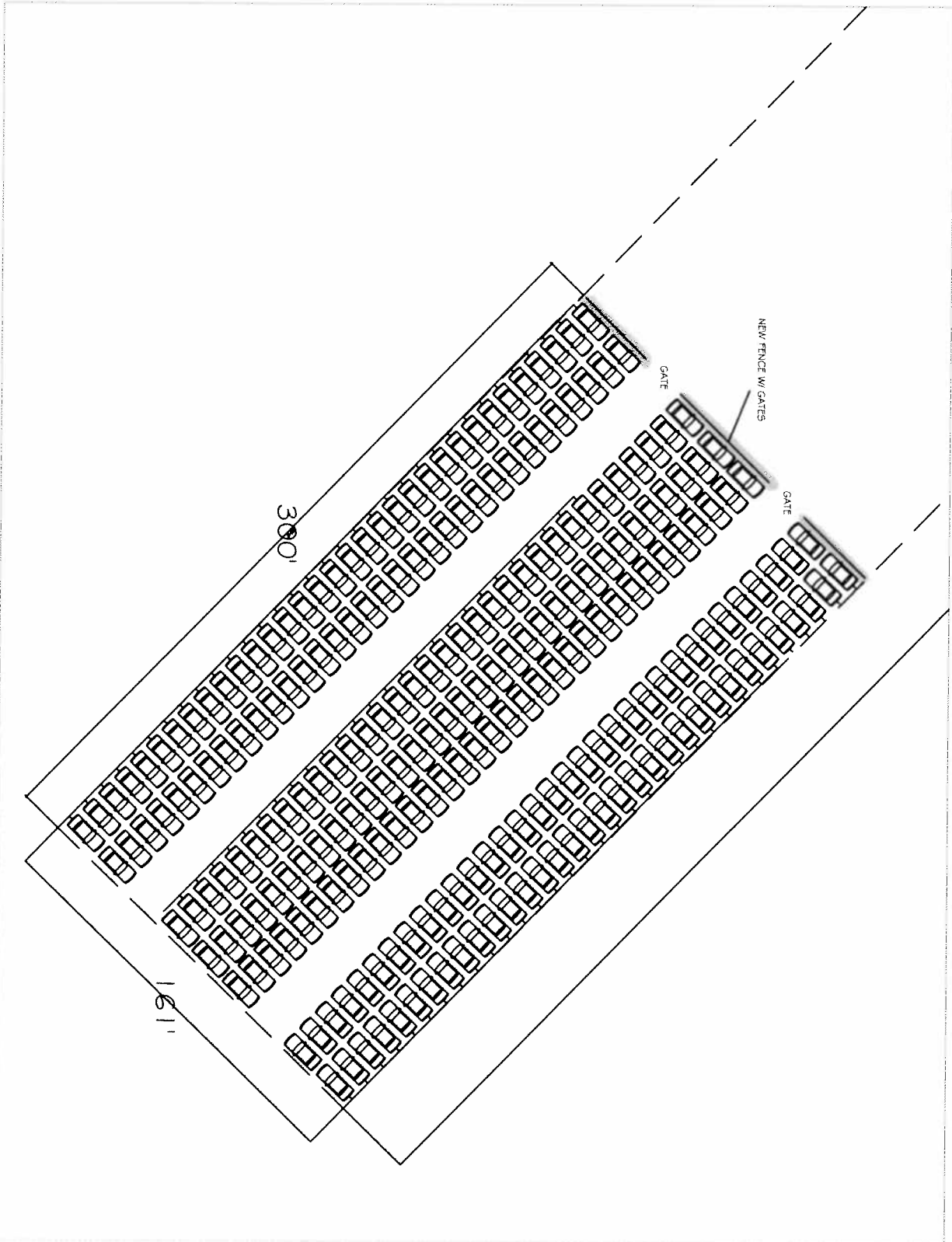


EXHIBIT B

ENTERPRISE HOLDINGS EAH HOLDINGS, LLC 4210 S. COMGRESS AVE. AUSTIN, TX 78746 <small>PHONE: (512) 416-1000 FAX: (512) 416-1001</small>	
LBB OVERFLOW LOT	
DATE:	4/28/2013
SCALE	NOT TO SCALE
DETAIL SHEET	

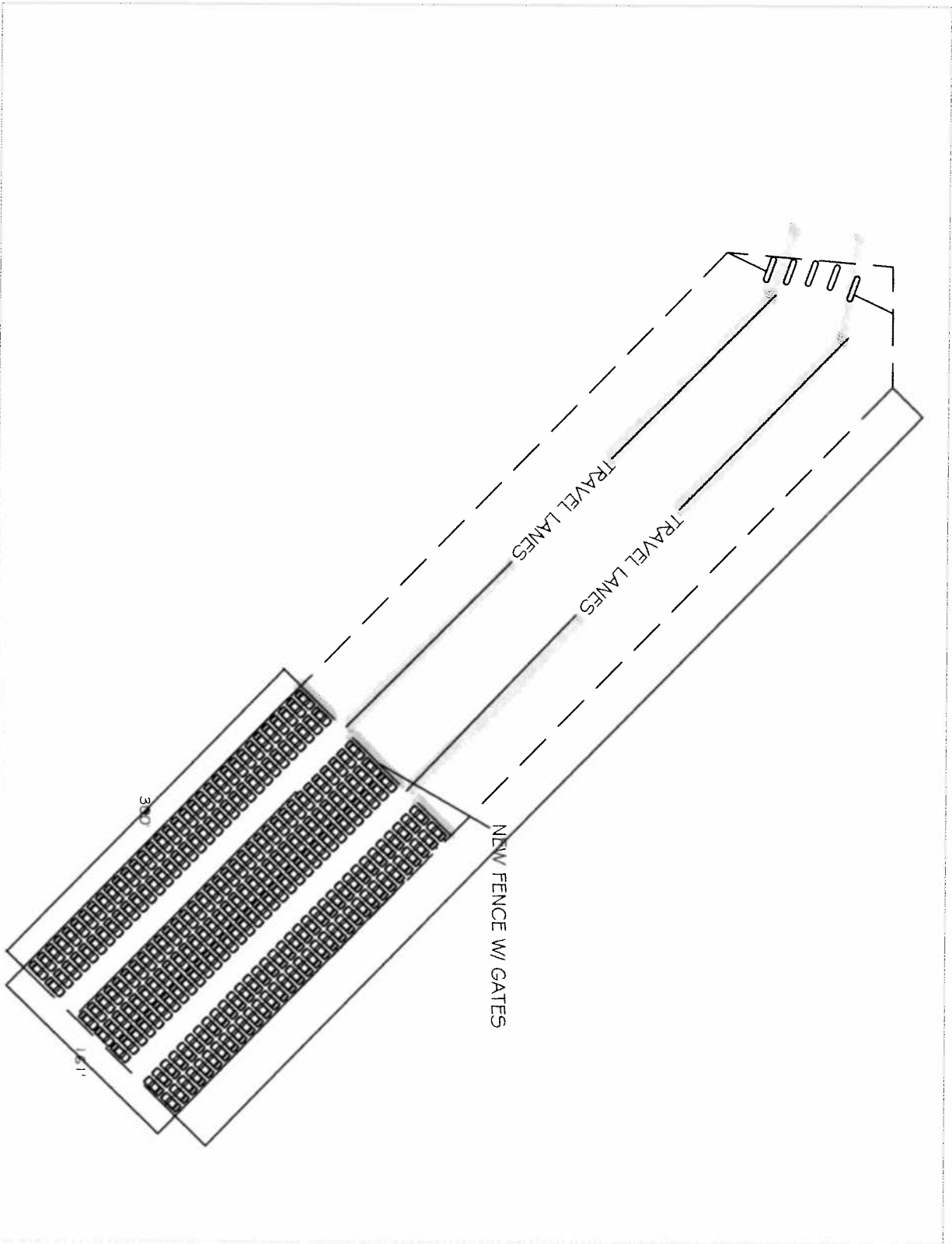
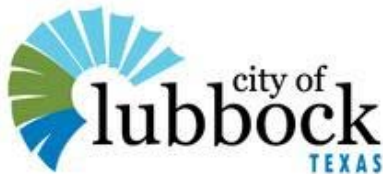


EXHIBIT B1

ENTERPRISE HOLDINGS EAM HOLDINGS, LLC 4310 S. CONGRESS AVE. AUSTIN, TX 78745 OFFICE: 512.416.1234 FAX: 512.416.1235		LBB OVERFLOW LOT	
DATE:	4/29/2013		
SCALE	NOT TO SCALE		
OVERALL SHEET			



**Regular City Council Meeting**

**5. 13.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Resolution - Transit Services:** Consider a resolution authorizing the Executive Director of Budget to electronically execute a FY 2013 Federal Transit Administration (FTA) Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

**Item Summary**

The FTA has allocated \$1,476,824 in FY 2013 Section 5307 funds to The City/Citibus. This is a routine grant that Citibus receives on an annual basis. The Lubbock Public Transit Advisory Board has approved the FTA Section 5307 grant and it has been incorporated into the FY 2013-13 operating budget, which was previously approved by the City Council. The funds for this grant will be used for operating assistance, preventative maintenance, non-fixed route ADA paratransit and planning.

The \$1,476,824 represents approximately 50% of the total FY 2013 allocation. Citibus anticipates that the remaining Section 5307 funds will be awarded in the near future.

FTA regulations require that all grants must be applied for and executed electronically. Therefore, Citibus requests that the City of Lubbock's Executive Director of Budget execute this grant electronically once approved by the City Council.

**Fiscal Impact**

The \$495,787 local match required for this grant has already been included in the FY 2012-13 Citibus budget. Acceptance of this grant will result in no additional cost to the City.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

---

**Attachments**

[5307 Resolution](#)

[5307 Application-Agreement](#)

---

**RESOLUTION**

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

THAT the Executive Director of Budget of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a FY 2013 Federal Transit Administration Section 5307 Grant to provide operating assistance, preventative maintenance, ADA paratransit and planning assistant, with the Federal Transit Administration, and all related documents. Said grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Bill Howerton, Director Community Development  
Citibus Liaison

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

**DOT****FTA**

U.S. Department of Transportation

Federal Transit Administration

## Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-90-Y014-00
Budget Number:	1 - Budget Approved
Project Information:	FY 13 5307 (Ops/Plan/Cap)

### Part 1: Recipient Information

Project Number:	TX-90-Y014-00
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

### Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	( ) -
Facsimile:	( ) 0-0000
E-mail:	
Website:	

### Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$1,972,611
---------------	-------	---------------------	-------------

Project Number:	TX-90-Y014-00	Adjustment Amt:	\$0
Project Description:	FY 13 5307 (Ops/Plan/Cap)	Total Eligible Cost:	\$1,972,611
Recipient Type:	City	Total FTA Amt:	\$1,476,824
FTA Project Mgr:	Luci Nears/Linda Kemp 817-978-0569/0563	Total State Amt:	\$0
Recipient Contact:	Chris Mandrell - 806-712-2002	Total Local Amt:	\$495,787
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2A	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Oct. 01, 2012 - Dec. 31, 2013	Est. Oblig Date:	None Specified
Recvd. By State:	May. 02, 2013	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Oct. 16, 2012		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

### **Urbanized Areas**

UZA ID	UZA Name
481350	LUBBOCK, TX

### **Congressional Districts**

State ID	District Code	District Official
48	19	Randy Neugebauer

### **Project Details**

2/10/2013 – These funds will be used to provide preventive maintenance, non-fixed route ADA Para transit, miscellaneous capital, and operating for JARC routes. The funds are from Citibus/City of Lubbock FY 2013 Section 5307 allocation.

Will be applied for later- According the Operating Assistance Special Rule as part of MAP-21, City of

Lubbock/Citibus can use up to 75% of the total apportionment for Operating Assistance. The first apportionment is \$1,476,824 meaning Citibus can apply for up to \$1,107,618

### Earmarks

**No information found.**

### Security

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

## Part 3: Budget

### Project Budget

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
114-20 BUS: SUPPORT EQUIP AND FACILITIES	0	\$50,000.00	\$62,500.00
<u>ACTIVITY</u>			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$50,000.00	\$62,500.00
<u>SCOPE</u>			
646-00 JARC PROJECTS	0	\$168,773.00	\$337,546.00
<u>ACTIVITY</u>			
30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$168,773.00	\$337,546.00
<u>SCOPE</u>			
442-00 METROPOLITAN PLANNING	0	\$48,220.00	\$60,275.00
<u>ACTIVITY</u>			
44.22.00 GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING	0	\$48,220.00	\$60,275.00
<u>SCOPE</u>			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$1,209,831.00	\$1,512,290.00
<u>ACTIVITY</u>			
11.7A.00 PREVENTIVE MAINTENANCE	0	\$1,062,149.00	\$1,327,687.00
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$147,682.00	\$184,603.00
<b>Estimated Total Eligible Cost:</b>			<b>\$1,972,611.00</b>

<b>Federal Share:</b>	<b>\$1,476,824.00</b>
<b>Local Share:</b>	<b>\$495,787.00</b>

OTHER (Scopes and Activities not included in Project Budget Totals)

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
<u>SCOPE</u>			
991-00 SECURITY EXPENDITURES	0	\$14,768.00	\$18,460.00
<u>ACTIVITY</u>			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$14,768.00	\$18,460.00

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

<u>UZA ID</u>	<u>Accounting Classification</u>	<u>FPC</u>	<u>FY</u>	<u>SEC</u>	<u>Previously Approved</u>	<u>Amendment Amount</u>	<u>Total</u>
481350	2013.25.90.91.2	00	2013	90	\$0.00	\$1,112,149.00	\$1,112,149.00
481350	2013.25.90.91.2	02	2013	90	\$0.00	\$48,220.00	\$48,220.00
481350	2013.25.90.91.2	04	2013	90	\$0.00	\$168,773.00	\$168,773.00
481350	2013.25.90.91.2	08	2013	90	\$0.00	\$147,682.00	\$147,682.00
<b>Total Previously Approved:</b>							<b>\$0.00</b>
<b>Total Amendment Amount:</b>							<b>\$1,476,824.00</b>
<b>Total from all Funding Sources:</b>							<b>\$1,476,824.00</b>

Alternative Fuel Codes

Extended Budget Descriptions

<b>11.42.20</b>	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$50,000.00	\$62,500.00
Purchase miscellaneous support equipment for maintenance and administration facilities. This equipment will include computer replacement and miscellaneous shop equipment.				
<b>30.09.05</b>	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$168,773.00	\$337,546.00

For the `MAINTENANCE` of Transportation services eligible under the JARC Program.

As Route 25, this service began in 2001, as a crosstown route that was anchored at one end by Citibus` Downtown Transfer Plaza and at the other end by the Convergys call center, near 34th Street and West Loop 289. It was modified in 2007 and is now two routes, allowing service to an expanded area.

Route 19 (`Wayland Plaza/South Plains Mall`) serves the following educational facilities:

- Bowie Elementary School
- Dupre Elementary School
- Wester Elementary School
- Lubbock High School
- Lubbock Christian University
- Texas Tech University

Significant areas of employment along Route 19 include:

- Convergys
- Covenant Health System (two locations)
- Lubbock Christian University
- South Plains Mall
- Texas Tech University

(Of these, Convergys, Covenant Health System, and Texas Tech University are listed by the Lubbock Economic Development Alliance as major local employers)

Additionally, passengers on Route 19 have access to affordable housing, primarily near 32nd Street and Genoa and north of South Plains Mall, medical services at the two locations of Covenant Health System and the related facilities in the medical district, and the Social Security office.

Route 34 (`34th Street/South Plains Mall`) serves the following educational facilities:

- Bean Elementary School
- Stewart Elementary School
- Williams Elementary School
- O.L. Slaton Middle School
- Hutchinson Middle School
- Wilson Middle School
- Byron Martin Advanced Technology Center
- Coronado High School

Significant areas of employment along Route 34 include:

- The entire 34th Street corridor
- South Plains Mall

Additionally, passengers on Route 34 have access to the LIFE/Run Independent Living Center and the City/County Health Department.

#### Service Summary

Citibus proposes to use JARC funding to provide fixed route service on these two routes Monday-Saturday, on headways ranging from 30 minutes to one hour; the specific headway time will be designed to coordinate with the remainder of the system.

#### The History

In the past, planning partners for this service included the Texas Department of Human Services, WomenÆs Protective Services, LMPO, Women`s Empowerment Program/Catholic Family Service, Inc. and the Texas Department of Transportation. All of these agencies have been involved with and supportive of Citibus` JARC program since our first program was funded; most of these agencies are currently involved in the local regional coordination efforts.

Beginning in April 2005, Citibus has been the lead agency and has headed the regional transportation coordination efforts for the South Plains region. As part of the formal process of developing a regional plan, the

regional group identified unmet needs across the region. One significant unmet need was identified as Citibus operating assistance and the associated remediation strategy was stated as, 'Utilize JARC funds to maximum extent possible to offset loss of Federal operating assistance, while maintaining current route structure.

The proposal, as outlined above, is vital in meeting the unmet need noted in the coordinated public transportation plan.

The Lubbock MPO went through a competitive process and it was awarded to City of Lubbock/Citibus in February 2011.

<b>44.22.00</b>	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING	0	\$48,220.00	\$60,275.00
-----------------	--	---	-------------	-------------

These funds will be used to provide various planning activities, including maintenance of eligibility, strategic planning, and fixed route planning.

<b>11.7A.00</b>	PREVENTIVE MAINTENANCE	0	\$1,062,149.00	\$1,327,687.00
-----------------	------------------------	---	----------------	----------------

Preventive maintenance for fleet for FY 2013.

<b>11.7C.00</b>	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$147,682.00	\$184,603.00
-----------------	---	---	--------------	--------------

Non-fixed route ADA paratransit services.

<b>991-00</b>	SECURITY EXPENDITURES	0	\$14,768.00	\$18,460.00
---------------	-----------------------	---	-------------	-------------

This will be used to purchase and upgrade the fire alarm system for the administration/maintenance facility. This money will also be used to purchase digital cameras, security cameras for bus parking lot and other miscellaneous capital items used for safety and security.

<b>11.42.20</b>	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$14,768.00	\$18,460.00
-----------------	----------------------------------	---	-------------	-------------

This will be used to purchase and upgrade the fire alarm system for the administration/maintenance facility. This money will also be used to purchase digital cameras, security cameras for bus parking lot and other miscellaneous capital items used for safety and security.

## Changes since the Prior Budget

No information found.

## Part 4. Milestones

<b>11.42.20</b>	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$50,000	\$62,500
-----------------	----------------------------------	---	----------	----------

--	--	--	--	--





**C07 - Acquisition, maintenance of vehicles / equipment**

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

<b>114220 ACQUIRE - MISC SUPPORT EQUIPMENT</b>	0	\$14,768	\$18,460
--	---	----------	----------

**Finding No. 1 - Class II(c)****C05 - Action promoting safety, security, accessibility**

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

<b>300905 JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE</b>	0	\$168,773	\$337,546
---	---	-----------	-----------

**Finding No. 1 - Class II(c)****C04 - Planning and administrative activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

**Part 6: Fleet Status****Fixed Route**

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	56	0	56
	B. Spares	11	0	11
	C. Total (A+B)	67	0	67
	D. Spare Ratio (B/A)	19.64%	0.00%	19.64%
<b>II.</b>	<b>Inactive Fleet</b>			

	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	<b>Total (I.C and II.C)</b>	67	0	67

### Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
<b>I.</b>	<b>Active Fleet</b>			
	A. Peak Requirement	25	0	25
	B. Spares	7	0	7
	C. Total (A+B)	32	0	32
	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
<b>II.</b>	<b>Inactive Fleet</b>			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	<b>Total (I.C and II.C)</b>	32	0	32

## Part 7. FTA Comments

### General Review

Comment Title:	Comments D Koski
Comment By:	Donald Koski
Date Created:	Apr. 15, 2013
Date Updated:	May. 07, 2013
Ref Section:	Unknown
Comment:	<p>***Comments cleared - D. Koski - 5/7/2013***</p> <ul style="list-style-type: none"> <li>Shows Supplemental Agreement marked yes but Lubbock is its own Designated Recipient so I don't think that should be necessary? Let me know if there's a special circumstance I'm unaware of.</li> <li>Attach STIP documentation.</li> <li>There's no description of 44.21.00. Is this a planning activity? If so, it should also be identified in the MPO's UPWP and documentation thereof should be attached in TEAM, and the planner should signoff on UPWP.</li> <li>Environmental Finding on PM ALI should be CE type (7) instead of type (4).</li> </ul>

Comment Title:	Initial Review
Comment By:	Luciana S Nears
Date Created:	Apr. 03, 2013
Date Updated:	Apr. 03, 2013
Ref Section:	Unknown

Comment:	<p>Budget ALI 11.42.20 funding ratio off.</p> <p>Enter start/end dates Note: The Milestone dates should be consistent with the start/end dates, and begin after the grant is awarded unless Pre-Award Authority is selected.</p> <p>I've added wording to Project description, Under MAP-21 JARC there is an emphasis on "Development and Maintenance"of transportation services. The routes being funded in this application were funded under JARC SAFETEA-LU program ,therefore they are eligible under MAP-21.</p>
----------	--

### **Conditions of Award**

Comment Title:	DOL Certification
Comment By:	Eldridge Onco
Date Created:	May. 07, 2013
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated May 6, 2013, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

### **Comments to DOL**

Comment Title:	DOL
Comment By:	Luciana S Nears
Date Created:	Apr. 03, 2013
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	<p>Please review this grant for labor certification in accordance with DOL Section 5333(b) Certification.</p> <p>Grantee Contact: Chris Mandrell Citibus Phone 806 712-2002 Email:CMandrell@citibus.com FTA: Lynn Hayes Lynn.hayes@dot.gov</p>

## **Part 8: Results of Reviews**

The reviewer did not find any errors

## **Part 9: Agreement**

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT  
(FTA G-19, October 1, 2012)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2012,  
<http://www.fta.dot.gov/documents/19-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

**FTA AWARD**

FTA hereby awards a Federal grant as follows:

Project No: TX-90-Y014-00

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2013 and forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$1,972,611

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$1,476,824

Amount of This FTA Award (in U.S. Dollars): \$1,476,824

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

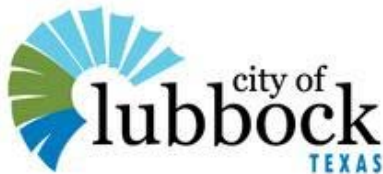
Original Project Certification Date:

Project Description:

FY 13 5307 (Ops/Plan/Cap)

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated May 6, 2013, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.



**Regular City Council Meeting**

**5. 14.**

**Meeting Date:** 07/11/2013

---

### **Information**

#### **Agenda Item**

**Contract Resolution - Police:** Consider a resolution authorizing the Mayor to execute contract 11388 for the purchase of the forms, manuals, and supplies used for breath-testing in the laboratory alcohol and drug testing program, by and between the City and Texas Department of Public Safety (DPS), and related documents.

#### **Item Summary**

State law requires the Police Department purchase supplies from the DPS for the use for breath-testing in the laboratory alcohol and drug testing program. DPS requires an interlocal contract between DPS and the City to purchase these supplies. The contract is effective September 1, 2013, and expires August 31, 2015. Cost of supply items are in accordance with the DPS Non-DPS Agency's price sheet.

#### **Fiscal Impact**

As budgeted for supplies.

#### **Staff/Board Recommending**

Roger Ellis, Chief of Police

---

### **Attachments**

Resolution & Contract - Interlocal Agreement with DPS

---

**RESOLUTION**

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

THAT the Chief of Police of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract for the purchase of certain forms, manuals, and supplies used in breath testing and the laboratory alcohol and drug testing program, by and between the City of Lubbock and the Texas Department of Public Safety, 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.

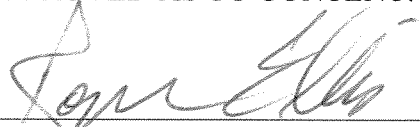
Passed by the City Council on \_\_\_\_\_, 2013.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy Sims, Assistant City Attorney

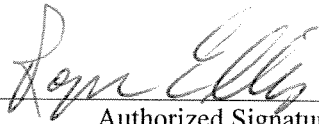
vw:ccdops/RES.Contract-TxDPS  
June 10, 2013



THE UNDERSIGNED CONTRACTING PARTIES bind themselves to the faithful performances of this Contract. It is mutually understood that this Contract shall be effective if signed by a person authorized to do so according to the normal operating procedure of said party. If the governing body of a party is required to approve this Contract, it shall not become effective until approved by the governing body of that party. In that event, this Contract shall be executed by the duly authorized official(s) of the party as expressed in the approving resolution or order of the governing body of said party, a copy of which shall be attached to this Contract.

RECEIVING AGENCY

City of Lubbock Police Department  
Name of Agency

By:   
Authorized Signature

Chief of Police  
Title

Date: 06/10/13

PERFORMING AGENCY

TEXAS DEPARTMENT OF PUBLIC SAFETY  
Name of Agency

By: \_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_


CITY OF LUBBOCK

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

  
Assistant City Attorney

# TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001

512/424-2000

[www.dps.texas.gov](http://www.dps.texas.gov)



STEVEN C. McCRAW  
DIRECTOR  
DAVID G. BAKER  
CHERYL MacBRIDE  
DEPUTY DIRECTORS



COMMISSION  
A. CYNTHIA LEON, CHAIR  
CARIN MARCY BARTH  
ADA BROWN  
ALLAN B. POLUNSKY  
RANDY WATSON

May 31, 2013

To Whom It May Concern:

The Texas Department of Public Safety Interlocal Cooperation Contract will expire August 31, 2013. Enclosed is the revised contract effective September 1, 2013 through August 31, 2015.

If your agency is interested in purchasing intoxilyzer mouthpieces, alcohol blood test kits, gunshot residue kits, urine specimen kits or syringe transport tubes, we must have a current contract on file before your order can be processed.

Please note that an Interlocal Cooperation Contract is not required to obtain printed materials.

Sincerely,

A handwritten signature in black ink, appearing to read "B. Tabor".

Bruce Tabor, Director,  
Reprographics & Distribution Services

## INTRODUCTION

The Texas Department of Public Safety is stocking certain forms, manuals, gunshot residue kit, and supplies for the Intoxilyzer Breath Testing Program and the Laboratory Alcohol and Drug Testing Program for all Texas cities, counties and state Department of Public Safety operations. This is being done to control uniformity of procedures, consistency of paper work and supplies of the Breath Testing Program and the Laboratory Alcohol and Drug Testing Program thus strengthening our position in court should the need arise. We will also be able to take advantage of volume buying thus passing on the savings to you, the customer. Certain minimum quantities and packaging will be required in order to be as efficient as possible. The prices will differ between DPS and non-DPS users. The non-DPS agencies will be charged a slightly higher price due to all administrative and handling expense and will be required by law to have an Interlocal Cooperation Contract on file with Reprographics & Distribution Services for any supply item such as mouthpieces, alcohol blood tests kits, gunshot residue kit and urine specimen kit. An Interlocal Contract is not required for printed materials. We strongly urge that all purchases be discussed and coordinated with your local Breath Test Program Technical Supervisor and/or DPS Headquarters Laboratory Alcohol and Drug Testing Program personnel. These individuals are familiar with the ordering procedure and should be aware of any price changes. The Technical Supervisor or Laboratory Alcohol and Drug Testing personnel will also be in a position to advise the purchaser of the quantities of supplies that will be needed.

INSTRUCTIONS FOR THE PURCHASE OF  
INTOXILYZER BREATH TESTING AND LABORATORY ALCOHOL/DRUG TESTING  
SUPPLIES AND GUN SHOT RESIDUE KIT

1. **Submit your request on your department letterhead using the sample on page 5.**

This request must have an authorized signature and the name and phone number of a contact person. Also, furnish exemption number if tax exempt.

Attach pages 3 and 4 to include requested items and total amount due.

This request should be addressed to:

**DPS GENERAL STORES**  
**P.O.BOX 15999**  
**AUSTIN, TEXAS 78761-5999**

2. Prices will be subject to change on a periodic basis and include shipping and handling.
3. Submit check or money order made out to the **Department of Public Safety, General Stores**, along with your request.
4. Our minimum stock quantities for non DPS agencies of Intoxilyzer Breath Testing and Alcohol/Drug testing supplies and printed materials will be listed on pages 3 and 4. Minimum quantities must be adhered to.
5. If you have any questions concerning this procedure, please contact:

**DPS GENERAL STORES**

**512-424-5424**

**512-424-5718**

(2)

**NON DPS AGENCIES PRICE SHEET**

**AN INTERLOCAL COOPERATION CONTRACT IS NOT REQUIRED  
TO PURCHASE PRINTED MATERIALS BELOW**

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

**THESE ITEMS MUST BE PRE-PAID**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	<b>DIC 23</b> PEACE OFFICERS SWORN REPORT (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 23A</b> SPECIMEN ROUTING REPORT	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 24</b> STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 25</b> NOTICE OF SUSPENSION TEMPORARY DRIVING PERMIT	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 54</b> PEACE OFFICER'S SWORN REPORT COMM. MOTOR VEHICLE	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 55</b> STATUTORY WARNING COMMERCIAL MOTOR VEHICLE OPERATORS	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 56</b> BREATH TEST TECHNICAL SUPERVISOR AFFIDAVIT	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 57</b> NOTICE OF DISQUALIFICATION (Rev. 9-01)	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
<b>DIC SPANISH FORMS:</b>				
_____	<b>DIC 24S</b> DWI STATUTORY WARNING	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 25S</b> NOTICE OF SUSPENSION	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>DIC 57S</b> NOTICE OF DISQUALIFICATION	PAD 50 SETS	\$2.50/PAD	_____ <b>\$0.00</b>
<b>THP FORMS:</b>				
_____	<b>THP 1</b> OFFENSE REPORT	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>THP 1A</b> SFST SCORING SHEET	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>

_____	<b>THP 51</b> STATUTORY AUTHORIZATION MANDATORY BLOOD SPECIMEN	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>THP 51A</b> AFFIDAVIT OF PERSON WHO WITHDREW BLOOD	PAD OF 100 SHEETS	\$2.50/PAD	_____ <b>\$0.00</b>
_____	<b>THP/BR 38</b> INTOXILYZER MANUAL (BINDER, TABS & CONTENTS)		\$7.00/EACH	_____ <b>\$0.00</b>

**\*MUNICIPALITIES AND COUNTIES MUST HAVE AN INTERLOCAL CONTRACT  
ON FILE TO PURCHASE ITEMS BELOW**

**PRICES SUBJECT TO CHANGE WITHOUT NOTICE**

**THESE ITEMS MUST BE PRE-PAID**

<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>MINIMUM QUANTITY</u>	<u>PRICES</u>	<u>TOTAL AMOUNT</u>
_____	* PBT (MOUTHPIECES) (PORTABLE BREATH TESTING TUBE)	1 PKG of 25 EACH	\$4.50/PKG.	_____ <b>\$0.00</b>
_____	* INTOXILYZER MOUTHPIECES	1 PKG of 25 EACH	\$4.50/PKG.	_____ <b>\$0.00</b>
_____	* ALCOHOL BLOOD TEST KIT	1 EACH	\$5.00/EACH	_____ <b>\$0.00</b>
_____	* URINE SPECIMEN TEST KIT	1 EACH	\$4.50/EACH	_____ <b>\$0.00</b>
_____	* SYRINGE TRANSPORT TUBES	1 EACH	\$3.50/EACH	_____ <b>\$0.00</b>
_____	* GUNSHOT RESIDUE KIT	1 EACH	\$8.50/EACH	_____ <b>\$0.00</b>
			<b>TOTAL ENCLOSED</b>	_____ <b>\$0.00</b>
			(Items from pages 3 & 4)	

**MAIL ORDERS AND PAYMENTS TO:**

**GENERAL STORES**  
**P.O. BOX 15999**  
**AUSTIN, TEXAS 78761-5999**  
**512 -424-5424**  
**512-424-5718**

**(4)**

**USING YOUR LETTERHEAD, PRINT THIS PAGE,  
ATTACH ORDER SHEETS, AND MAIL TO:  
GENERAL STORES  
P.O. BOX 15999  
AUSTIN, TEXAS 78761-5999**

DATE \_\_\_\_\_

Gentlemen:

Please enter our purchase order for the attached supplies. My check is enclosed.

Sincerely,

\_\_\_\_\_

Title \_\_\_\_\_

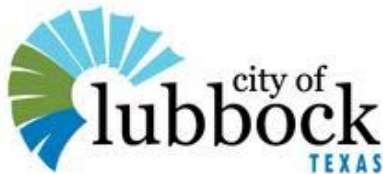
Tax exempt number \_\_\_\_\_

Contact person \_\_\_\_\_ Phone number \_\_\_\_\_

Physical Address (City, State, Zip)

\_\_\_\_\_

(5)



**Regular City Council Meeting**

**5. 15.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** Ordinance 2013-O0063. Zone Case 3207, a request of GRACO for a zoning change from R-1 to IHC on 49.3 acres of unplatted land out of Block AK, Section 44 (west of West Loop 289, south of 26th Street, and north of 34th Street).

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

**Zoning Request:**

Interstate Highway Commercial (IHC) for a mixed-use development.

**Proposed Land Use:**

The proposed land use is for a large-scale mixed-use development, including restaurant and retail pad sites fronting the West Loop 289, larger big box-type retailers along the west side (rear) of the property, and a hotel.

**Adjacent Land Uses:**

N – Vacant Commercial – zoned C-3 General Retail

S – Commercial – zoned C-3 Specific Use General Retail

E – Residential – zoned A-2 High Density Apartments East of Loop 289

W – Vacant residential – zoned R-1 Single Family

**Planning and Zoning Commission (P&Z) Public Hearing Notes from June 6, 2013:**

No one spoke in favor of or in opposition to the request.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposed zone case is a minor change to the CLUP. The plan currently denotes the area to be developed as high density residential (such as large apartment complexes). With the large commercial tract (Costco) to the south and the property fronting on Loop 289, staff agrees that the minor change is acceptable.

**P&Z Commission Recommendation:**

The P&Z recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

P&Z Commission

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3207**; A ZONING CHANGE FROM **R-1** TO **IHC** ZONING DISTRICT ON **49.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 44**, 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. 3207**

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 **IHC** zoning district on **49.3 acres**

**of unplatted land out of Block AK, Section 44, City of Lubbock, Lubbock County, Texas, located at west of West Loop 289, south of 26<sup>th</sup> Street, and north of 34<sup>th</sup> Street.**

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

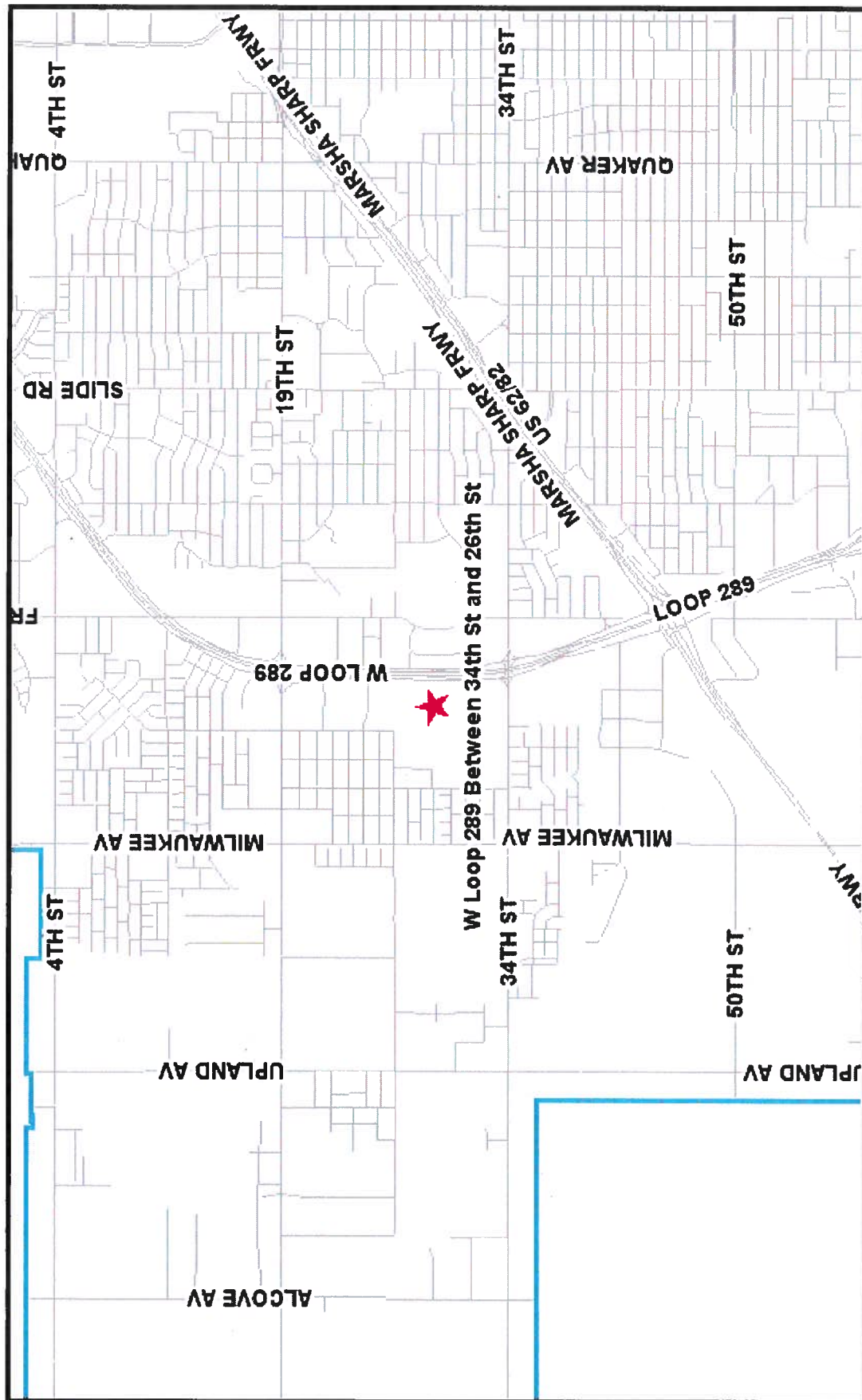
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Interim Director of Planning

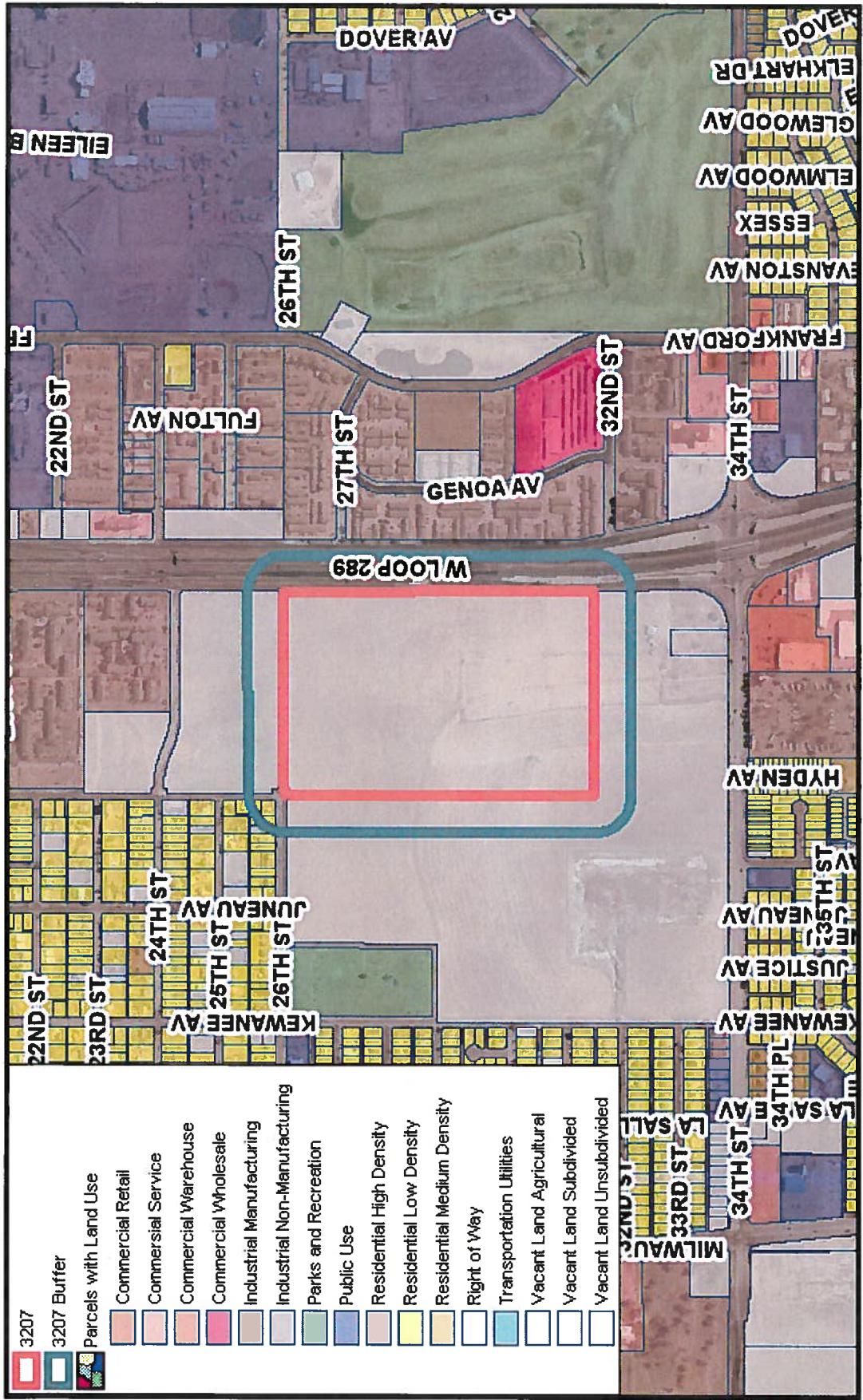
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver  
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3207  
June 6, 2013

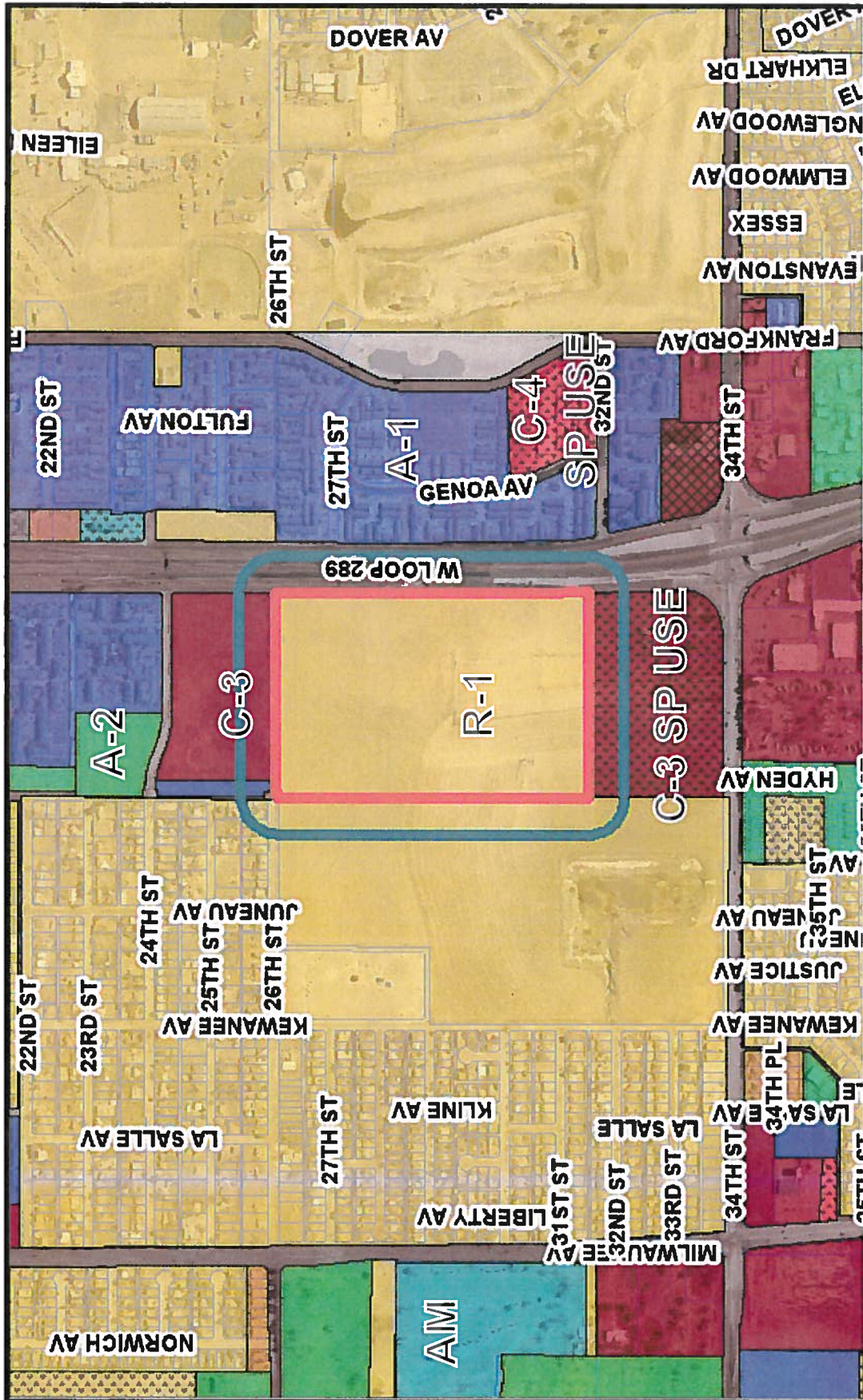


# P.Z.C. Case 3207



## P.Z.C. Case 3207

Request of GRACO for a zoning change from R-1 to IHC, west of West Loop 289, south of 26<sup>th</sup> Street, and north of 34<sup>th</sup> Street



# P.Z.C. Case 3207 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) GRACO
2574-74th St
Lubbock TX 79423
(806) 745-9718

For SAME
Street/Post Office Box
City State Zip
Telephone

Location or Address: Approx 34th and W. Loop 289
Legal Description: see MB attached
Existing Land Use: vacant Existing Zoning: R-1
Acreage or Square Footage of Property: Approx 49.3 acres
Zoning Requested: IHC

Proposed Development: mixed use retail/commercial

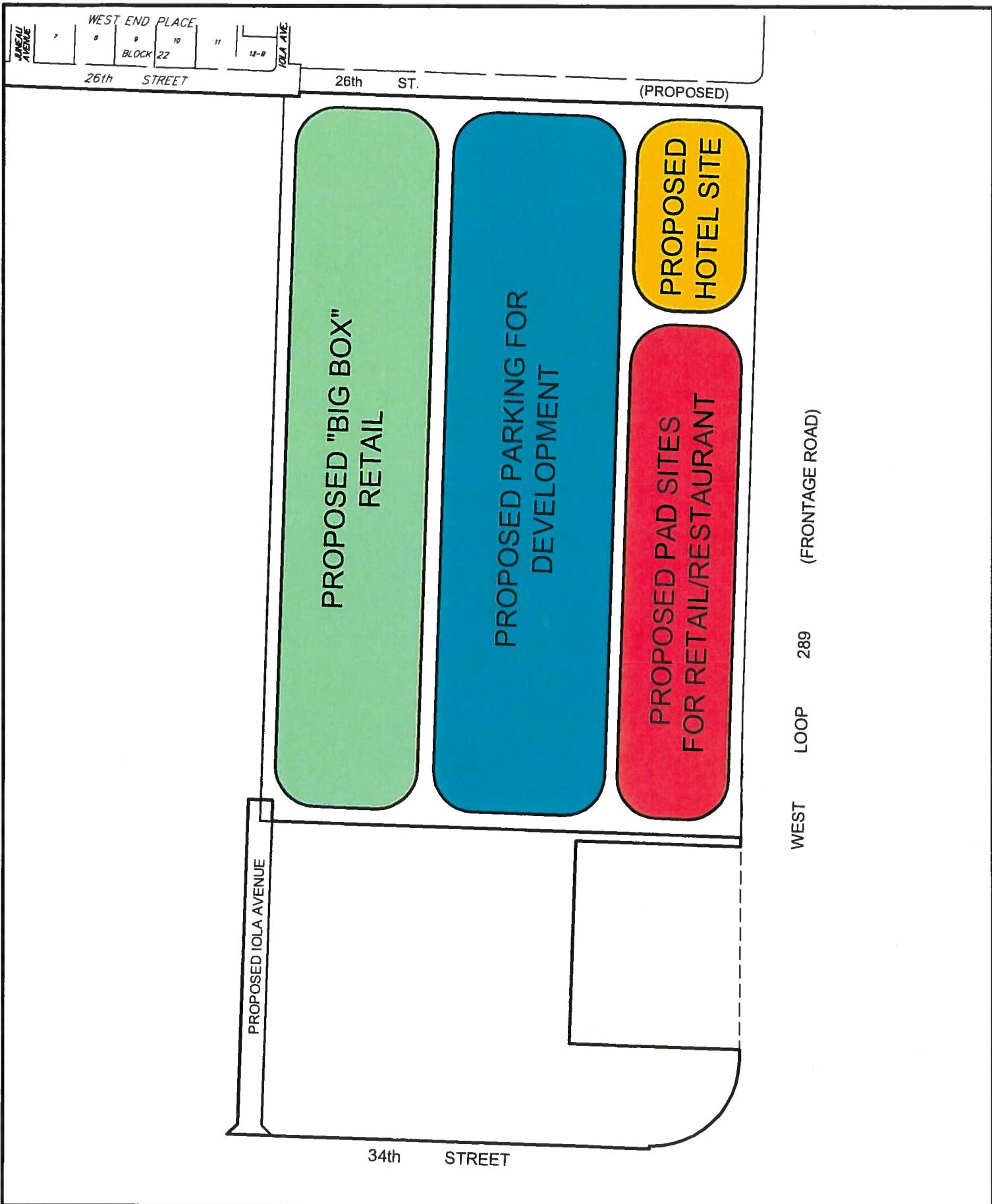
If property is not subdivided, will preliminary plat be submitted? Yes [X] No
Applicant's Signature [Signature] Date: 5/2/2013

Filing Fee: \$622.00
(\$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.

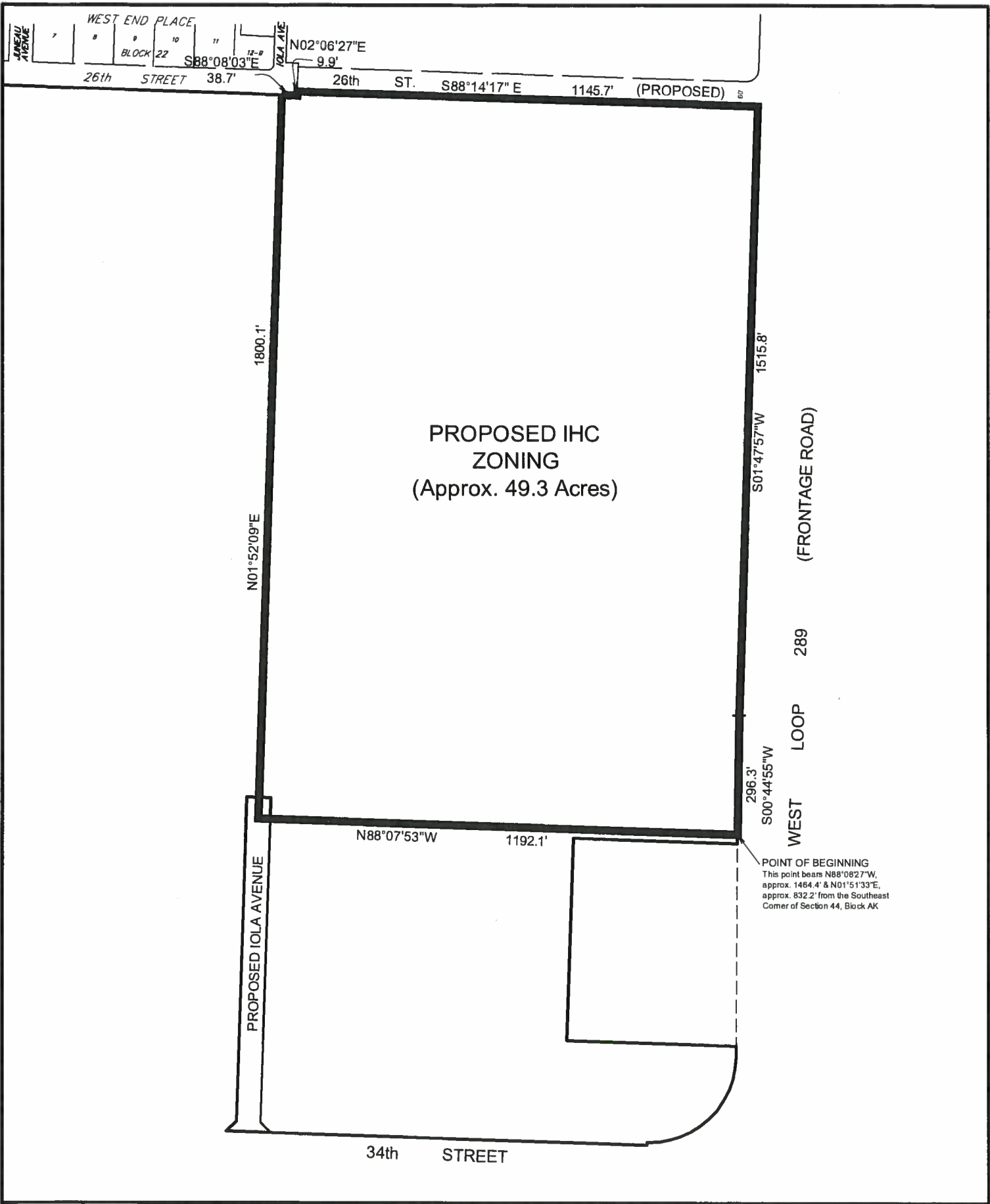
CH: 27438 For City Use Only MB MAP 23
PC: 17748
Zone Case No.: 3207 Agenda No.: 1
Request for zoning change from: R-1 To: IHC

49.3 acres of unplatted land out of Block A k section 44
on Lot(s): Block(s):
Subdivision: Address: 6010 34th St



**SITE PLAN  
BUBBLE DIAGRAM**

**GRACO**  
REAL ESTATE DEVELOPMENT, INC.



ZONE CHANGE  
 REQUEST GRAPHIC

**GRACO**  
 REAL ESTATE DEVELOPMENT, INC.

**PROPOSED IHC ZONING**

METES AND BOUNDS DESCRIPTION of an approximately 49.3 acre tract of land located in Section 44, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West right-of-way line of West Loop 289, which bears N. 88°08'27" W., an approximate distance of 1464.4 feet and N. 01°51'33" E., an approximate distance of 832.2 feet from the Southeast corner of Section 44, Block AK, Lubbock County, Texas;

THENCE N. 88°07'53" W., an approximate distance of 1192.1 feet to a point;

THENCE N. 01°52'09" E., an approximate distance of 1800.1 feet to a point;

THENCE S. 88°08'03" E., an approximate distance of 38.7 feet to a point;

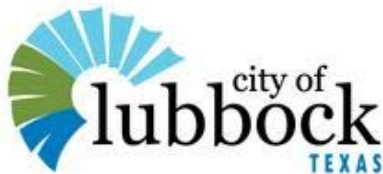
THENCE N. 02°06'27" E., an approximate distance of 9.9 feet to a point;

THENCE S. 88°14'17" E., an approximate distance of 1145.7 feet to a point in the West right-of-way line of said West Loop 289;

THENCE S. 01°47'57" W., along said West right-of-way line, an approximate distance of 1515.8 feet to a point;

THENCE S. 00°44'55" W., continuing along said West right-of-way line, an approximate distance of 296.3 feet to the Point of Beginning.

**PREPARED FOR ZONE CHANGE REQUEST PURPOSES ONLY. DOES NOT REPRESENT AN ACTUAL SURVEY.**



**Regular City Council Meeting**

**5. 16.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** Ordinance 2013-O0064. Zone Case 3095-B, a request of AMD Engineering, LLC (for CB at Lubbock, LP) for a zoning change from IHC to A-3 on 9.566 acres of unplatted land out of Block A, Section 22 (southeast corner of North Utica Avenue and North Loop 289).

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

**Zoning Request:**

A-3 for a high rise apartment complex.

**Proposed Land Use:**

The proposed land use is for a new apartment complex.

**Adjacent Land Uses:**

N – Commercial – zoned C-3 General Retail District - Hospitals

S – Residential – zoned R-3 A-2 High density apartment district, Specific Use for a Mobile home park

E – Residential – zoned R-1 Single Family - Texas Tech Property

W – Apartments – zoned A-2 - The Grove Apartments

**Planning and Zoning Commission (P&Z) Public Hearing Notes from June 6, 2013:**

No one spoke in favor of or in opposition to the request.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The property is consistent with the CLUP. In 2007, this property and the apartment complex to the south, were rezoned. The apartment complex went from A-1 to A-3 and this property changed to Interstate Highway Commercial (IHC).

The property in question would change the remaining IHC to A-3. This would mimic the A-3 apartment complex to the south, which in staff's opinion, would be a better use for this property.

Please note, there is a screening requirement towards any R-1 district. A screening fence to the east towards the vacant Texas Tech property would not be recommended by staff, since a solid screening fence could be an enticing barrier for unwanted illegal activity.

The R-3 residential to the south, should be treated as R-1 and will require a screening fence between the proposed A-3 and the mobile home park.

**P&Z Commission Recommendation:**

The P&Z recommended the request with a unanimous vote with the following conditions:

1. A screening fence to the south adjacent to the R-3 (mobile home park) will be required.

2. The screening fence requirement along the east property line shall be waived.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

---

**Attachments**

Ordinance - Zone Case 3095-B

Zone Case 3095-B

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3095-B**; A ZONING CHANGE FROM **IHC** TO **A-3** ZONING DISTRICT ON **9.566 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 22**, 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. 3095-B**

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **A-3** zoning district on **9.566 acres of unplatted land out of Block A, Section 22**, City of Lubbock, Lubbock County, Texas located at **southeast corner of North Utica Avenue and North Loop 289**, subject to conditions and being further described as follows:

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

**SUBJECT TO THE FOLLOWING CONDITIONS:**

1. **THAT a screening fence to the South adjacent to the R-3 (Mobile home park) will be required.**
2. **THAT the screening fence requirement along the east property line shall be waived.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR


ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

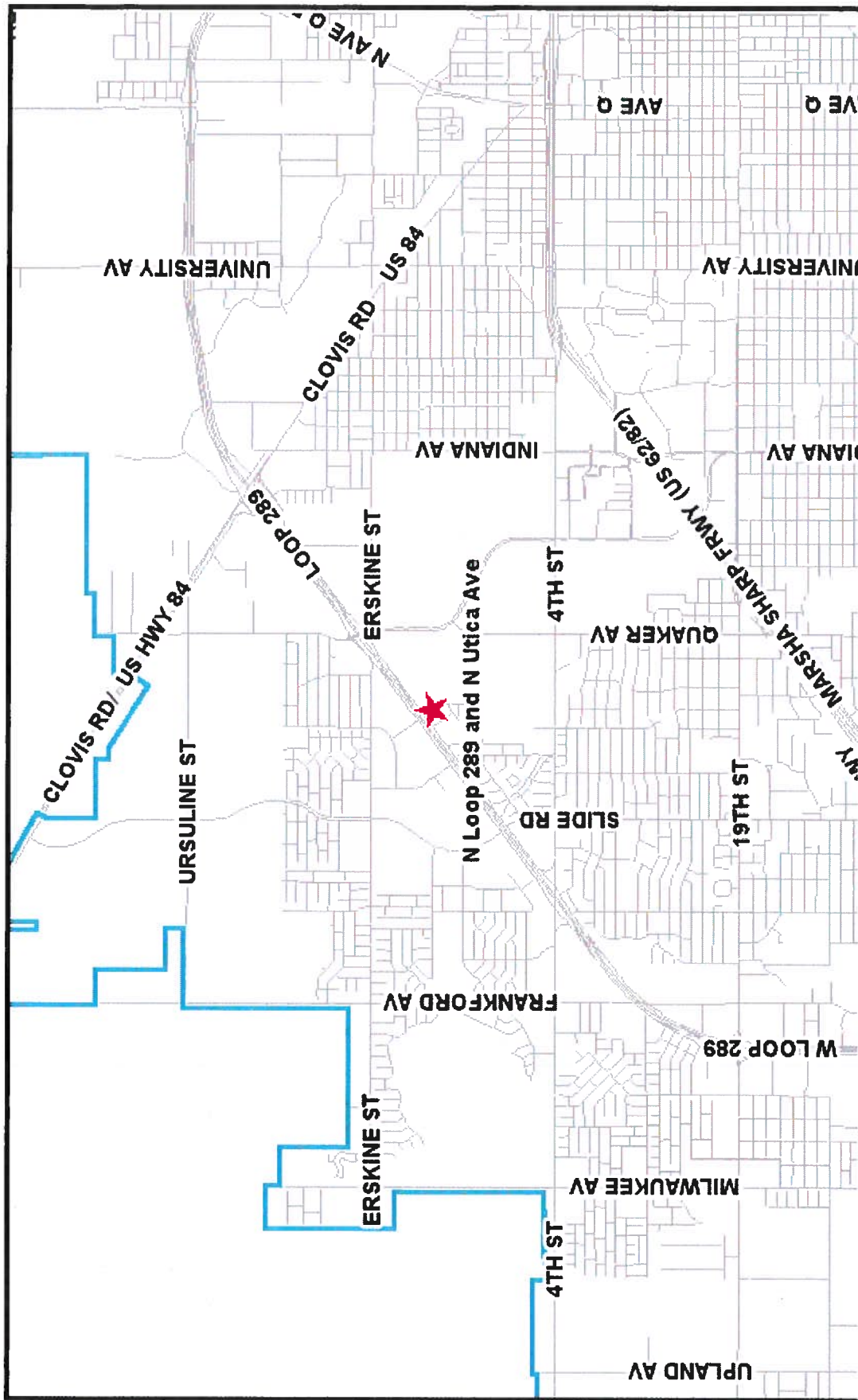
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Interim Director of Planning

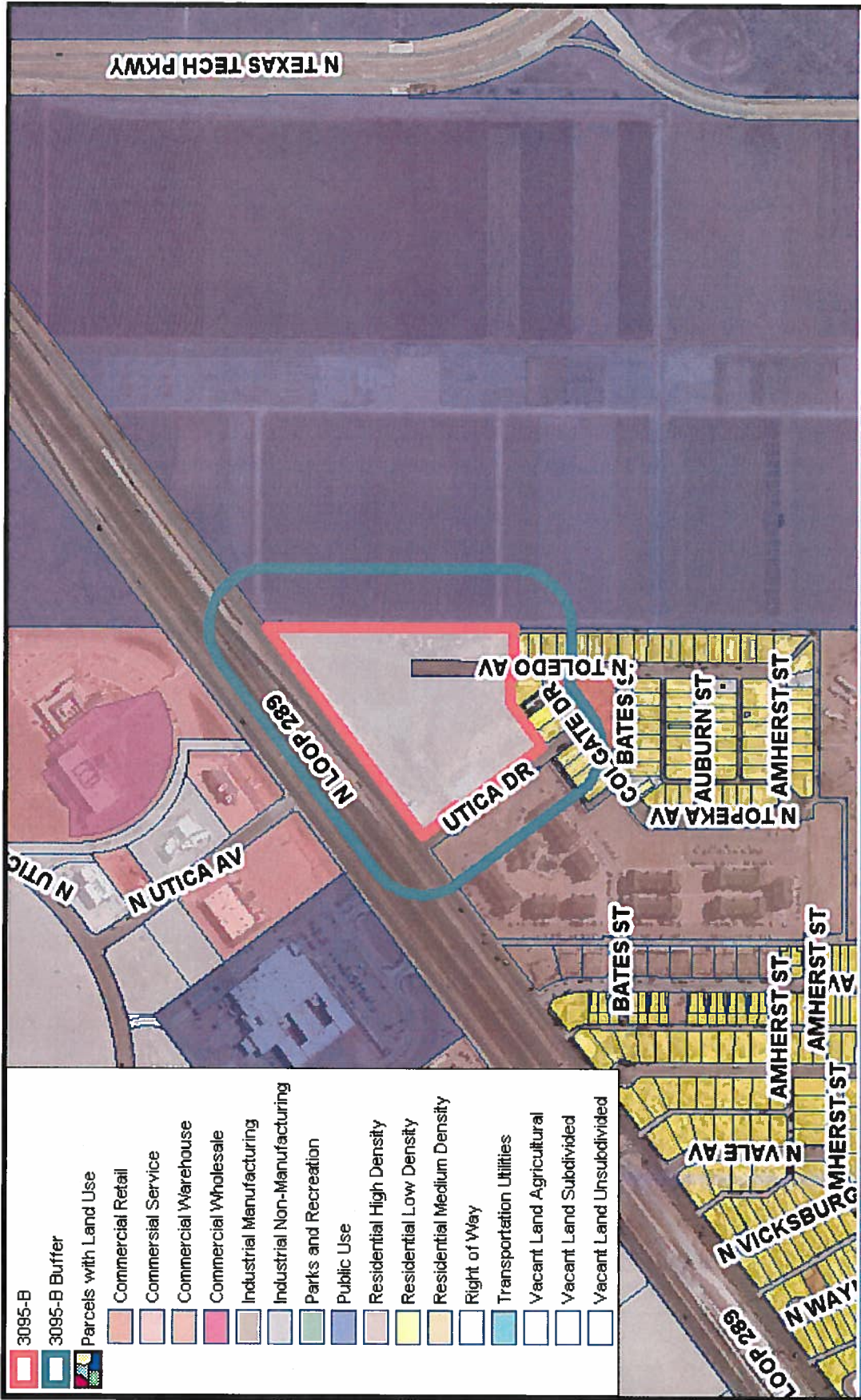
APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3095-B  
June 6, 2013

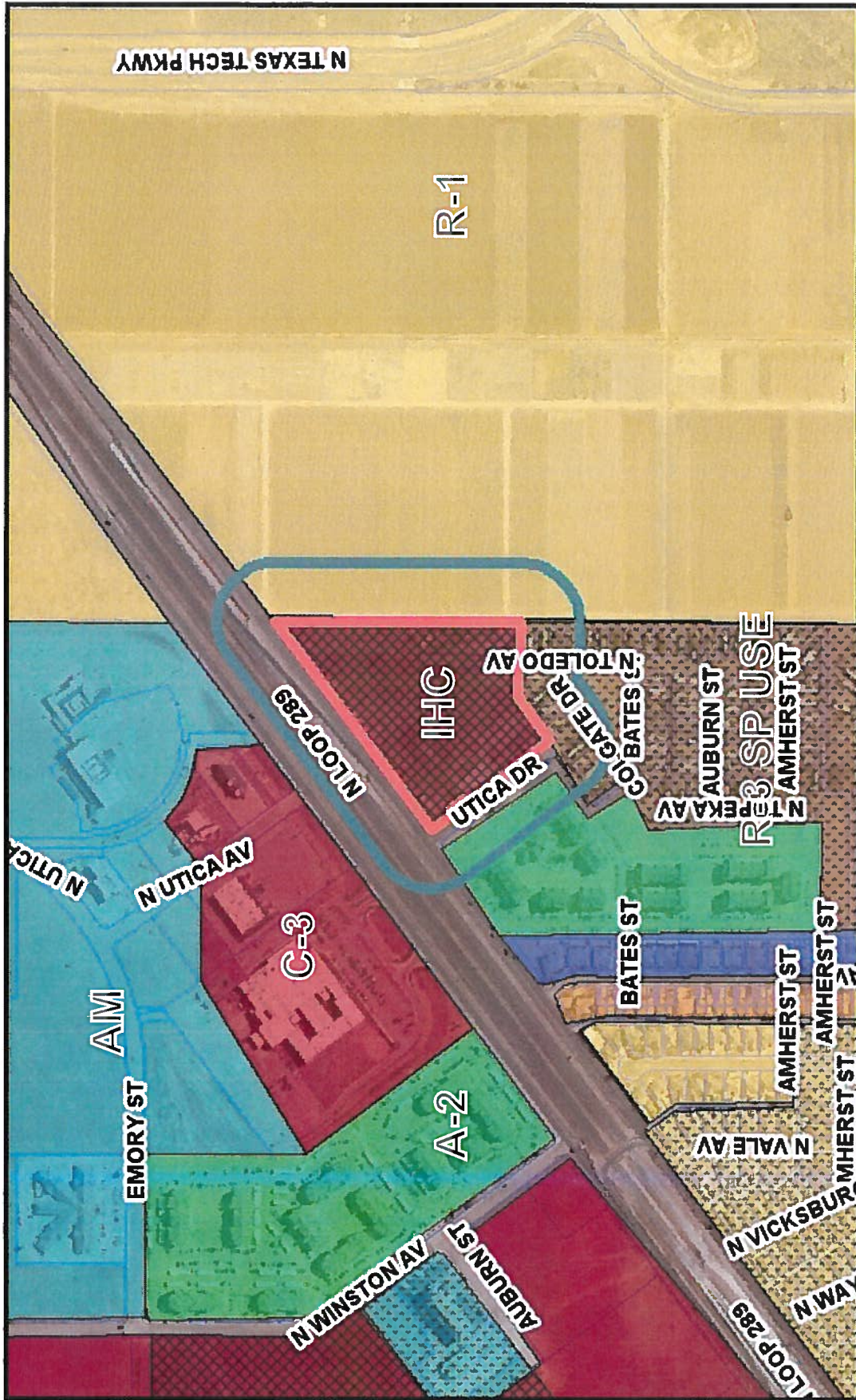


# P.Z.C. Case 3095-B



## P.Z.C. Case 3095-B

Request of AMD Engineering, LLC (for CB at Lubbock, LP) for a zoning change from IHC to A-3, southeast corner of North Utica Avenue and North Loop 289



# P.Z.C. Case 3095-B Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)

AMD Engineering, LLC / Brandon Autrey, P.E.

For CB at Lubbock, LP

2807 74th St., Suite 8

Street/Post Office Box

2100 Bexford Road

Street/Post Office Box

Lubbock, TX 79423

City State Zip

Charlotte, NC 28211

City State Zip

(806) 771-5976

Telephone

(704) 496-2500

Telephone

Location or Address: SE corner of N. Utica Dr. and 289 Loop Frontage Road. Section 22, Block A

Legal Description: See attached

Existing Land Use: vacant field

Existing Zoning: IHC

Acreage or Square Footage of Property: 9.566 acres

Zoning Requested: A-3

Proposed Development: Townhome development

If property is not subdivided, will preliminary plat be submitted?

Yes [checked]

No

Applicant's Signature [Handwritten Signature]

Date 5/6/13

Filing Fee: \$502.00 (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only
Zone Case No.: 3095-B
Request for zoning change from: IHC
Agenda No.: 2
To: A-3

on Lot(s):
Subdivision:
Address: SE corner of N Utica Dr and N Loop 289

METES AND BOUNDS DESCRIPTION of a 9.566 acre tract of land located in Section 22, Block A, Lubbock County, Texas, begin further described as follows:

BEGINNING at a 1/2" iron pipe found in the Southeast right-of-way line of Loop 289 as recorded in Volume 675, Page 187 and Volume 743, Page 249 of the Deed Records of Lubbock County, Texas, at the Northwest corner of this tract, which bears North a distance of 3518.81 feet and East a distance of 2672.12 feet from the Southwest corner of Section 22, Block A, Lubbock County, Texas;

THENCE N. 53°05'32" E., along said Southeast right-of-way line, a distance of 930.57 feet to a 1/2" iron rod found in the West line of a 226.00 acre tract of land owned by Texas Tech University ( no document found ) at the Northeast corner of this tract;

THENCE S. 00°02'29" W., along the West line of said 226.00 acre tract, a distance of 880.02 feet to a 1/2" iron pipe found at the Northeast corner of a 20 foot alley granted by plat recorded in Volume 1301, Page 765 of the Deed Records of Lubbock County, Texas, and the Southeast corner of this tract;

THENCE N. 89°59'27" W., along the North line of said alley, at 20 feet pass the Northwest corner of said alley and the Northeast corner of Lot 22, La Fiesta Estates, an Addition to the City of Lubbock, Lubbock County, Texas, as recorded in Volume 1301, Page 765 of the Deed Records of Lubbock County, Texas, continuing along the North line of said Lot 22, for a total distance of 120.00 feet to a 1/2" iron rod with cap set in the East right-of-way line of North line of Toledo Avenue granted by plat as recorded in Volume 1301, Page 765 of the Deed Records of Lubbock County, Texas, for the Northwest corner of said Lot 22, and a corner of this tract;

THENCE N. 00°00'33" E., along said East right-of-way line, a distance of 10.00 feet to a 1/2" iron rod with cap set for the Northeast corner of said North Toledo Avenue, and for an ell corner of this tract;

THENCE N. 89°59'27" W., along the North right-of-way line of said North Toledo Avenue, at 56.00 feet pass the Northwest corner of said North Toledo Avenue and the Northeast corner of a 20 foot alley granted by plat recorded in Volume 1301, Page 765 of the Deed Records of Lubbock County, Texas, continuing along said North alley line, for a total distance of 152.01 feet to a 1/2" iron pipe found at a point of intersection;

THENCE S. 53°02'56" W., continuing along said alley line, a distance of 190.26 feet to a 1/2" iron rod found in the Northeast right-of-way line of Utica Drive as granted by plat recorded in Volume 1301, Page 765 of the Deed Records of Lubbock County, Texas, at the Southwest corner of this tract;

THENCE N. 36°53'32" W., along said Northeast right-of-way line, a distance of 361.06 feet to a 1/2" iron pipe found at a point of curvature;

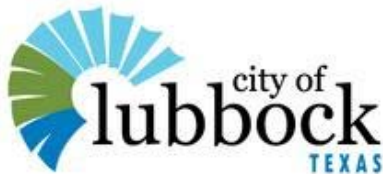
THENCE Northeasterly, continuing along said Northeast right-of-way line, around a curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°, a chord distance of 21.21 feet, and a chord bearing of N. 08°05'53" E. to a 1/2" iron pipe found at a point of intersection;

THENCE N. 36°53'32" W., continuing along said Northeast right-of-way line, a distance of 56.00 feet to a 1/2" iron pipe found at a point of intersection;

THENCE Northwesterly, continuing along said Northeast right-of-way line, around a curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°, a chord distance of 21.21 feet, and a chord bearing of N. 81°52'33" W. to a 1/2" iron pipe found at a point of tangency;

THENCE N. 36°53'32" W., continuing along the Northeast right-of-way line, a distance of 85.00 feet to the Point of Beginning.

Contains: 416,695 square feet



**Regular City Council Meeting**

**5. 17.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** Ordinance 2013-O0065. Zone Case 3049-B, a request of AMD Engineering, LLC (for Napoleon Investments, LLC) for a zoning change from R-1(Single Family) to R-1 Specific Use for garden homes on Lots 172 through 179 and R-2 on Lots 164 through 171 and 180 through 187, Fox Ridge Addition (9801-9808 Avenue W, 9801-9808 Vernon Avenue, and 9801-9808 Avenue V).

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

**Zoning Request:**

R-1(Single Family) for garden homes and R-2 for duplexes.

**Proposed Land Use:**

The proposed land use is for garden homes and duplexes.

**Adjacent Land Uses:**

N – Residential – zoned R-1 & 98th St.

S – Residential – zoned R-1 Specific Use for reduced setbacks.

E – Residential – zoned R-1 Specific Use for reduced setbacks.

W – Residential – zoned R-1 Specific Use for reduced setbacks.

**Planning and Zoning Commission (P&Z) Public Hearing Notes from June 6, 2013:**

One citizen spoke in opposition of the request. He was concerned this area would be for rental properties.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposed change is consistent with the CLUP, but the change will still be considered a low density district. The R-2 (Two family district) duplexes will be located along the entrances to the subdivision along Avenue W and Avenue V, which buffer both traffic and noise to the rest of the development. The location of the R-2 areas will be the most adequate location and the garden homes will integrate well with the existing construction and neighborhood to the south.

There were three reply forms returned in favor of the request, and one in opposition.

**P&Z Commission Recommendation:**

The P&Z recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

---

**Attachments**

Ordinance - Zone Case 3049-B

Zone Case 3049-B

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3049-B; A ZONING CHANGE FROM R-1 TO R-1 SPECIFIC USE FOR GARDEN HOMES, ON LOTS 172 THROUGH 179 AND R-2 ON LOTS 164 THROUGH 171 AND 180 THROUGH 187, FOX RIDGE ADDITION, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

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

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

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

**ZONE CASE NO. 3049-B**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 to R-1 Specific Use for garden homes on Lots 172 through 179 and R-2 on Lots 164 through 171 and 180 through 187, Fox Ridge Addition, City of Lubbock, Lubbock County, Texas, located at 9801-9808 Avenue W, 9801 – 9808 Vernon Avenue and 9801-9808 Avenue V.**

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 **9801-9808 Vernon Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



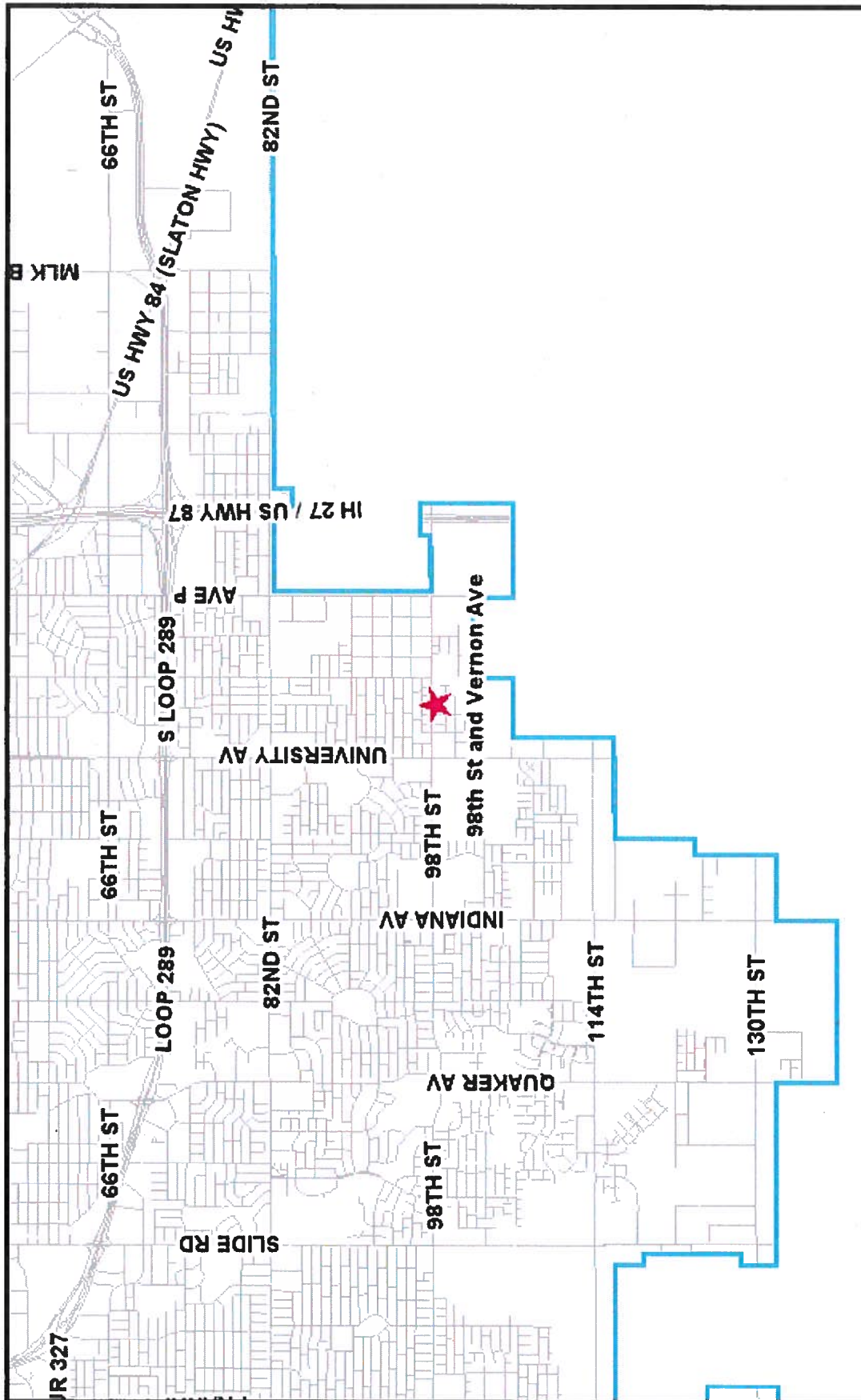
Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

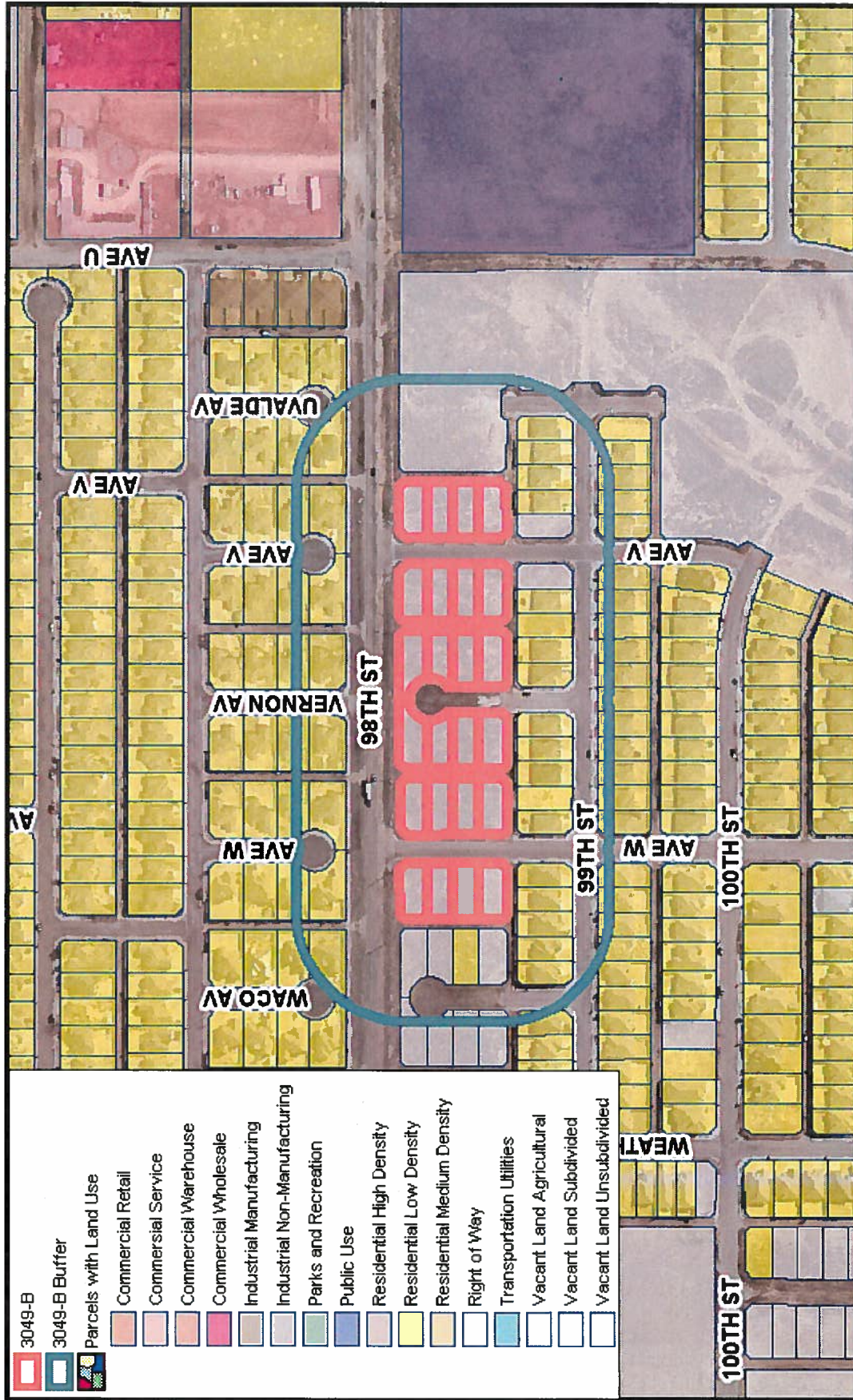


Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3049-B  
June 6, 2013

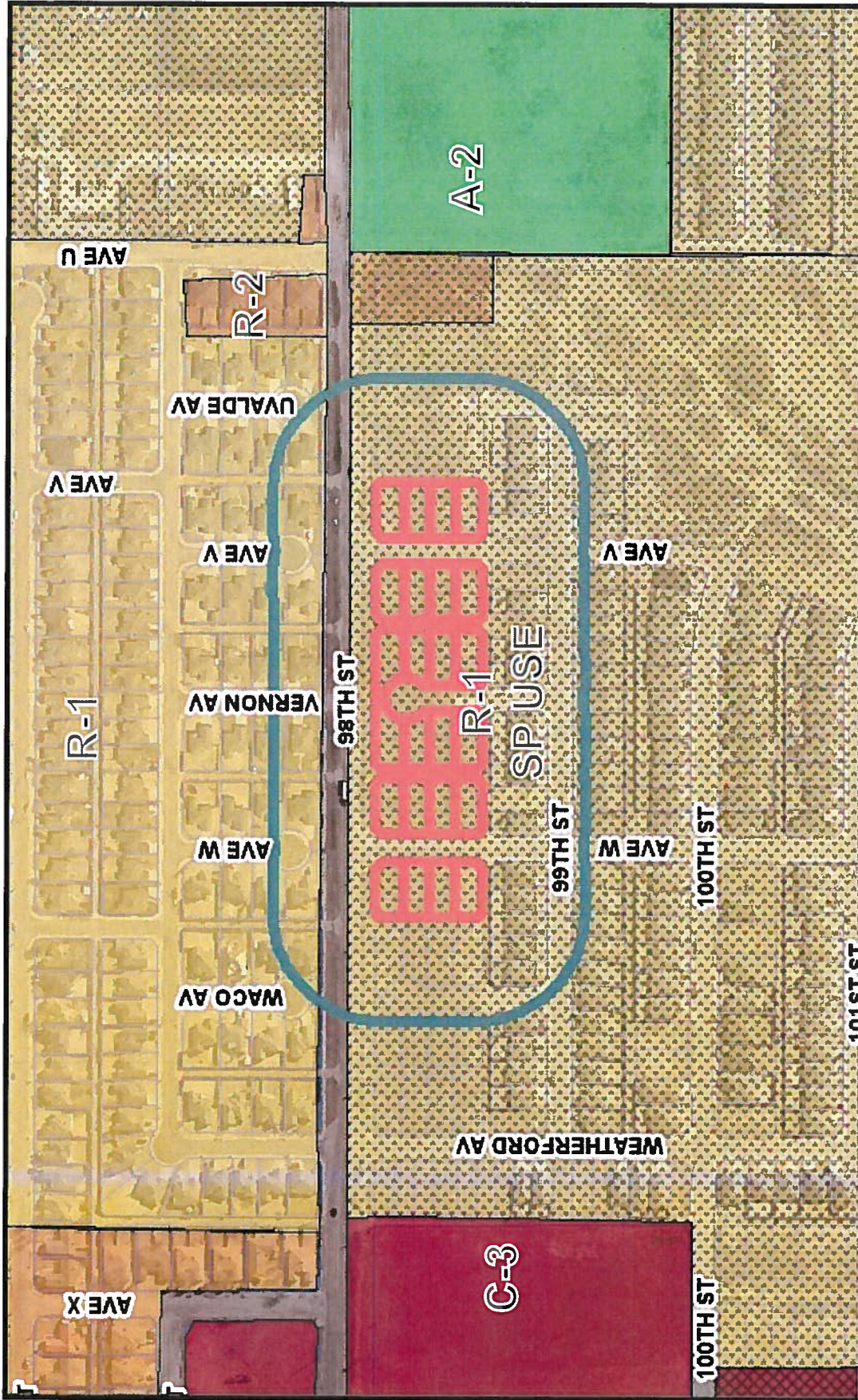


# P.Z.C. Case 3049-B



## P.Z.C. Case 3049-B

Request of AMD Engineering, LLC (for Napoleon Investments, LLC) for a zoning change from R-1 to R-1 Specific Use for garden homes and R-2, 9801-9808 Avenue W, 9801-9808 Vernon Avenue, and 9801-9808 Avenue V



# P.Z.C. Case 3049-B Zoning

# APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission  
PO Box 2000 / 1625 13<sup>th</sup> St  
Lubbock, TX 79457

**Applicant** AMD Engineering, LLC  
(Please Print)  
2807 74<sup>th</sup> Street, Ste. 8  
Street/Post Office Box  
Lubbock TX 79423  
City State Zip  
(806) 771-5976  
Telephone

**For** NAPOLEON INVESTMENTS, LLC  
PO Box 53417  
Street/Post Office Box  
Lubbock TX 79453  
City State Zip  
(806) 687-8611  
Telephone

**Location or Address:** 9801-9808 Avenue "W", 9801-9808 Vernon Avenue, and 9801-9808 Avenue "V"

**Legal Description:\*** Lots 164-187, Fox Ridge

**Existing Land Use:** Vacant residential lots **Existing Zoning:** R1

**Acreage or Square Footage of Property:** 3.43 acres

**Zoning Requested:** R-1 Specific Use for Garden Homes for Lots 172-179, and R-2 for Lots 164-171 and Lots 180-187, Fox Ridge.

**Proposed Development:** Garden Homes and/or Duplexes for Lots 164-171 and 180-187 and Garden Homes for Lots 172-179

**If property is not subdivided, will preliminary plat be submitted?** Yes \_\_\_\_\_ No x

*[Signature]*  
**Applicant's Signature**

May 10, 2013  
**Date**

**Filing Fee:** \$484  
(\$475.00 for the first acre; \$3.00 for each additional acre)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

## For City Use Only

*map 40*

**Zone Case No.:** 3049-B

**Agenda No.:** 3

**Request for zoning change from:** R1

**To:** R-1 SP USE

for garden homes on lots 172-179 & R-2 on lots 164-171 and 180-187

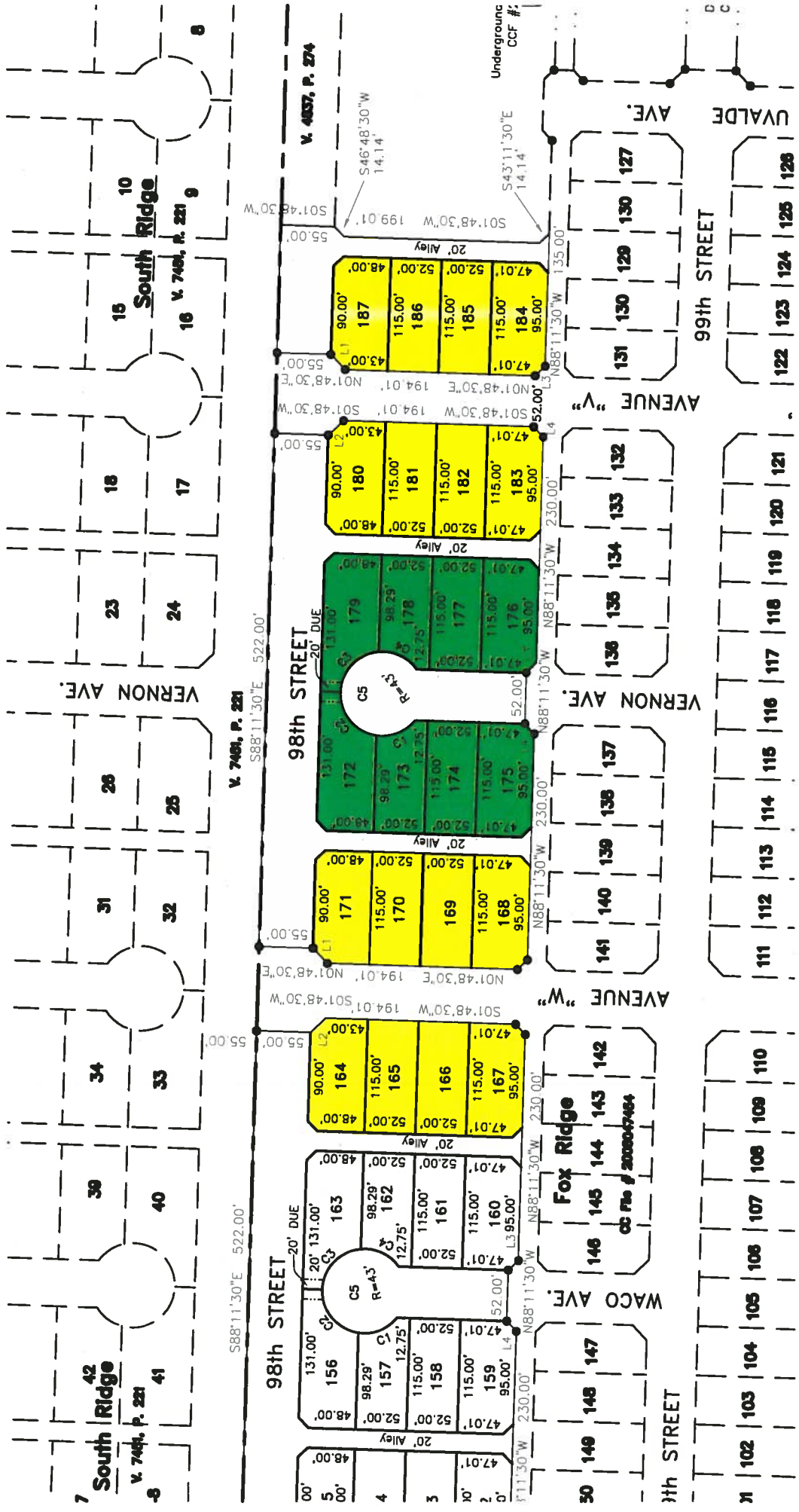
on \_\_\_\_\_

on Lot(s) 164-187

Block(s) \_\_\_\_\_

Fox Ridge Addition

(Address: 9801-9808 Ave W  
9801-9808 Vernon Ave  
9801-9808 Ave V)



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

3

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.: 3049-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
MAY 31 2013  
PLANNING DEPARTMENT

Print Name Barney Orn, First Bank Trust

Signature: Barney Orn

Address: 9816 Road

Address of Property Owned: Forage lots, various

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

3

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.: 3049-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

JUN 03 2013

PLANNING DEPARTMENT

Print Name Renee Lane for Purpie LLC  
Signature: Renee Lane  
Address: 2110 97<sup>th</sup> St LBB 79423  
Address of Property Owned: 9705 Ave V LBB 79423



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

3

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.: 3049-B

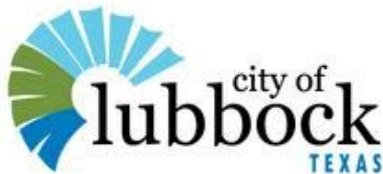
In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
JUN 05 2013  
PLANNING DEPARTMENT

Print Name: Tom Moreland for Fox Ridge Phase II Joint Venture  
Signature: *Tom Moreland*  
Address: PO Box 53718 Lubbock Tx 79453  
Address of Property Owned: 98<sup>th</sup> & University - Several developed lots.



**Regular City Council Meeting**

**5. 18.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** Ordinance 2013-O0067. Zone Case 3047-G, a request of AMD Engineering, LLC (for Oakmont Estates Investments of Lubbock) for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes on 2.22 acres of unplatted land out of Block E-2, Section 23 (Vale Avenue between Vicksburg Avenue and 116th Street).

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

**Zoning Request:**

R-1(Single family) Specific Use for garden homes.

**Proposed Land Use:**

The proposed land use is for Garden homes.

**Adjacent Land Uses:**

- N – Residential – zoned R-1 Specific Use for reduced setbacks
- S – Residential – zoned R-1 Specific Use for reduced setbacks
- E – Residential – zoned R-1 Specific Use for reduced setbacks
- W – Residential – zoned R-1 Specific Use for reduced setbacks

**Planning and Zoning Commission (P&Z) Public Hearing Notes from June 6, 2013:**

No one spoke in favor of or in opposition to the request.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposal is consistent with the CLUP. The proponent is proposing 2.22 acres (nine lots) to be constructed as garden homes. With the balance of the properties around it being single family residences, garden homes should not be intrusive and should mesh with the surrounding area.

**P&Z Commission Recommendation:**

The P&Z recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

---

**Attachments**

Ordinance - Zone Case 3047-G

Zone Case 3047-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. 3047-G; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-1 SPECIFIC USE FOR GARDEN HOMES, ON 2.22 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23, 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. 3047-G**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use to R-1 Specific Use for garden homes on 2.22 acres of unplatted land out of Block E-2, Section 23, City of Lubbock, Lubbock County, Texas, located at Vale Avenue between Vicksburg Avenue and 116<sup>th</sup> Street**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **Vale Avenue between Vicksburg Avenue and 116<sup>th</sup> Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



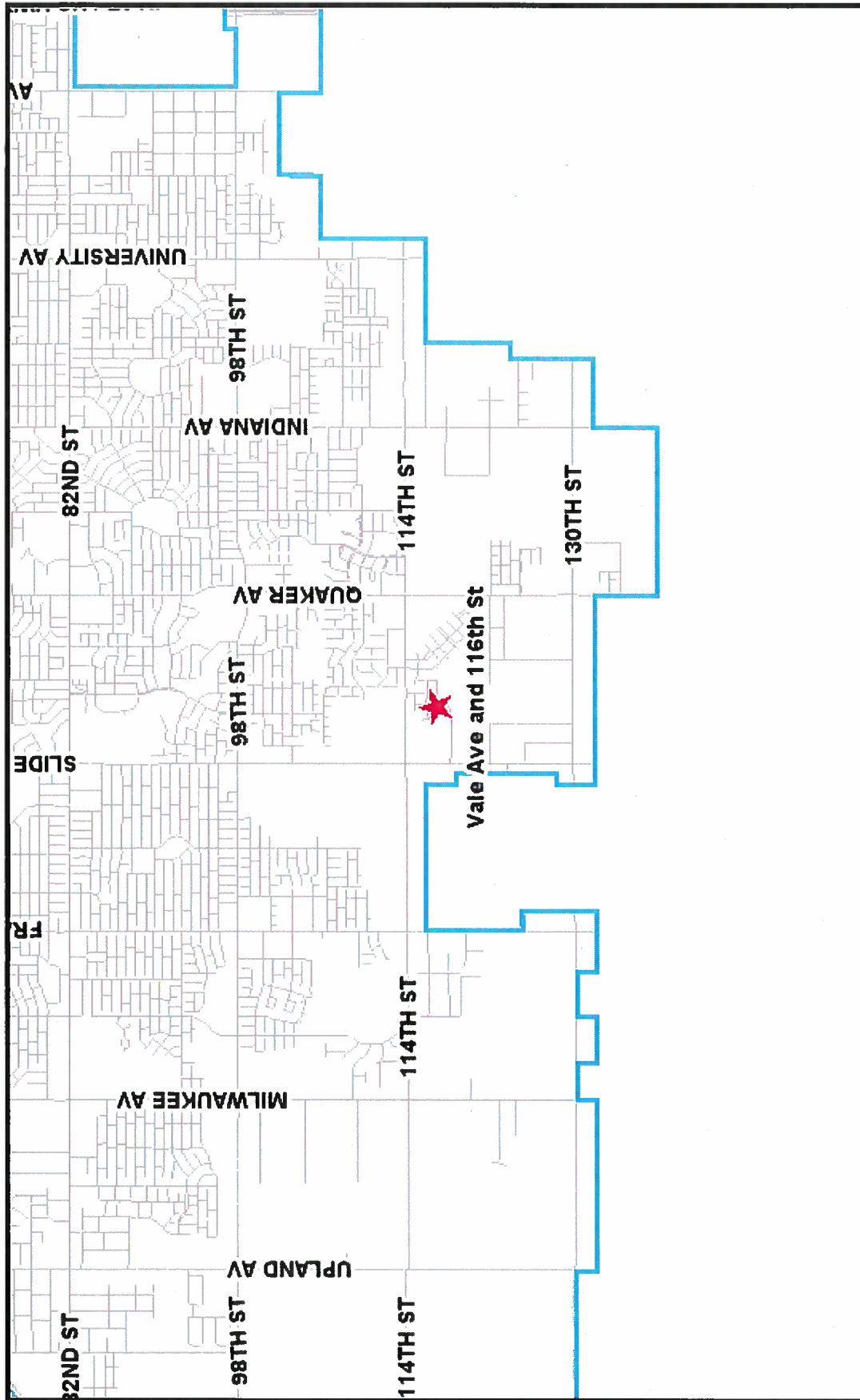
Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

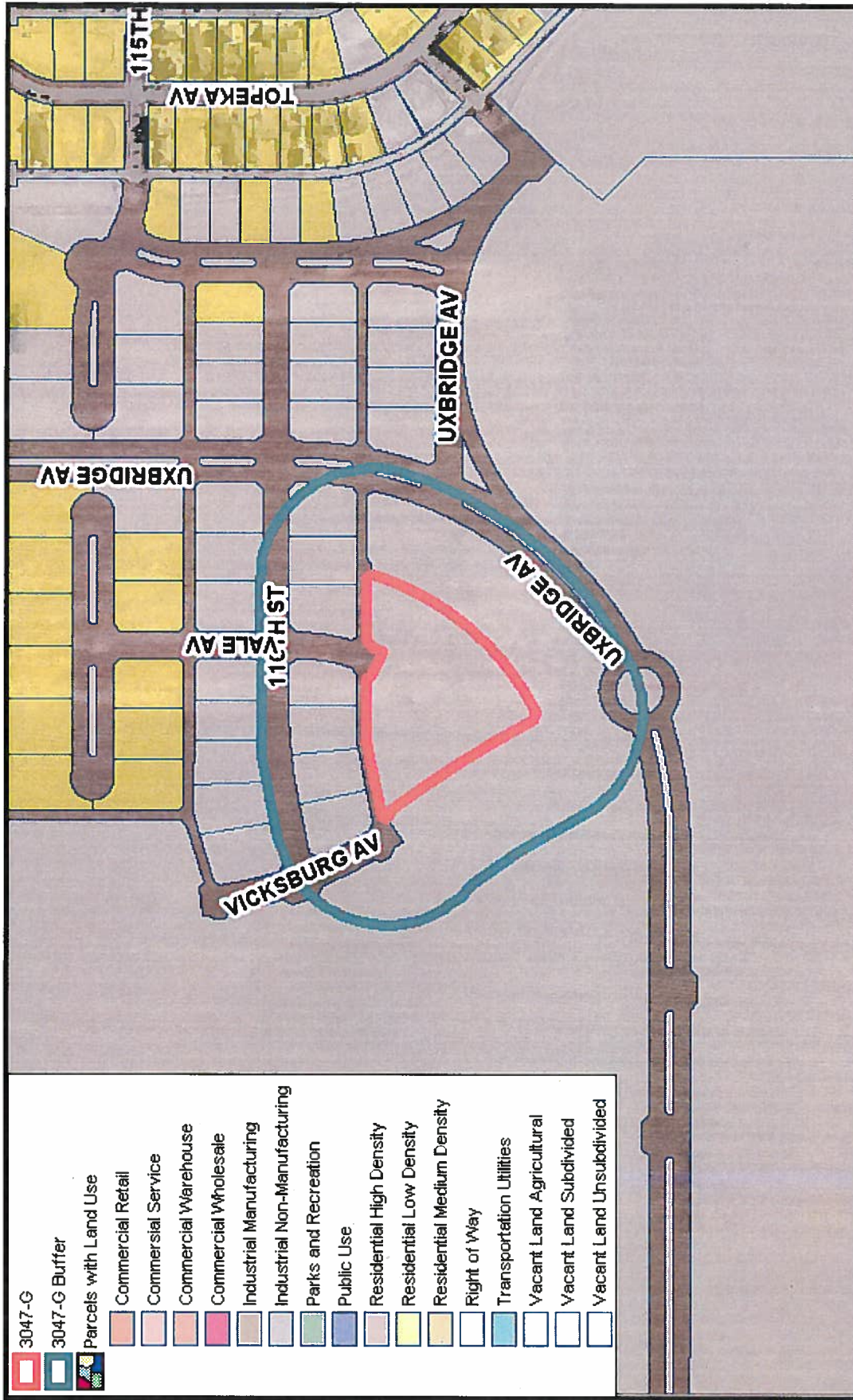


Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3047-G  
June 6, 2013

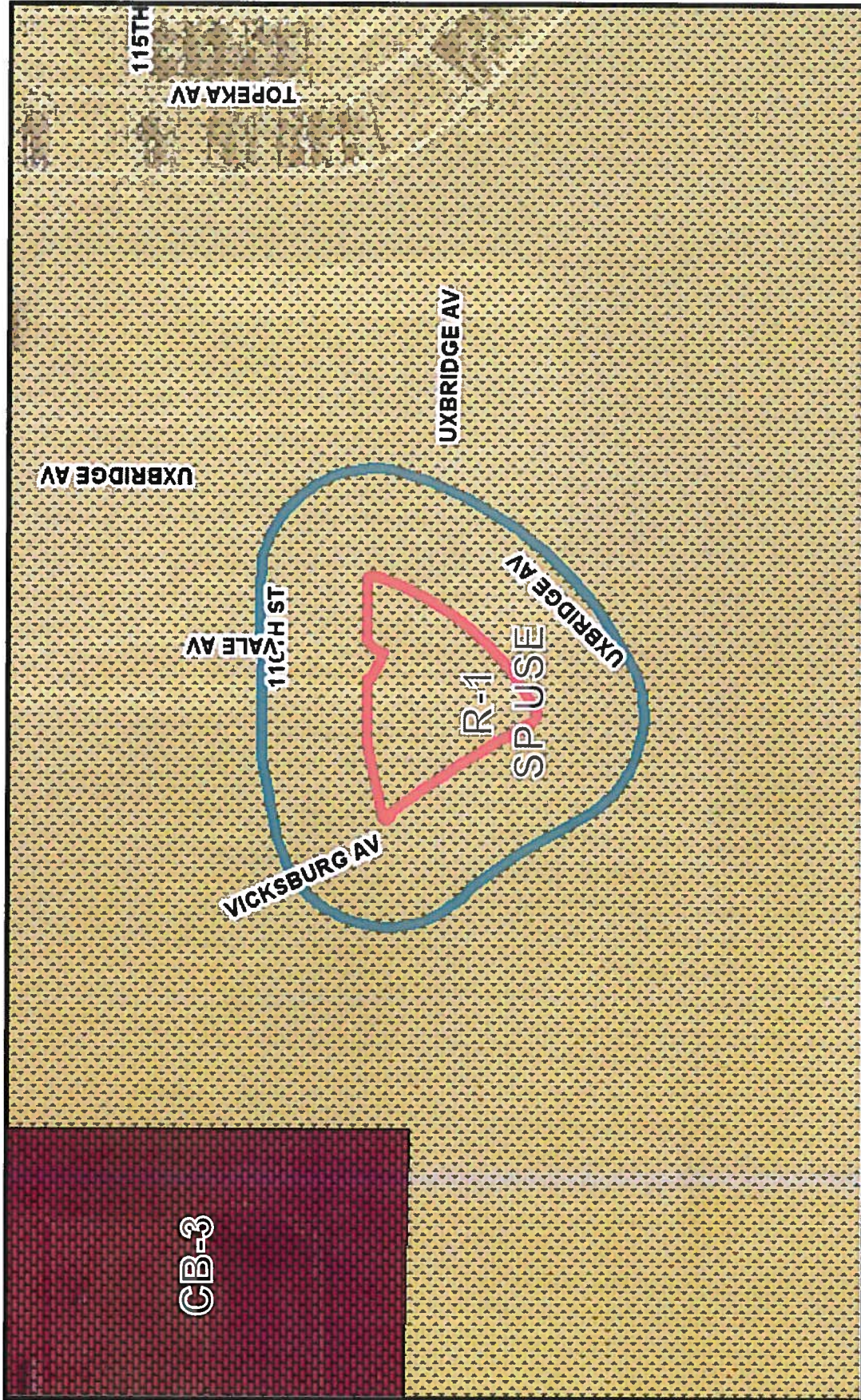


# P.Z.C. Case 3047-G



## P.Z.C. Case 3047-G

Request of AMD Engineering, LLC (for Oakmont Estates Investments of Lubbock) for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes, Vale Avenue between Vicksburg Avenue and 116th Street



# P.Z.C. Case 3047-G Zoning

# APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission  
PO Box 2000 / 1625 13<sup>th</sup> St  
Lubbock, TX 79457

**Applicant** AMD Engineering, LLC  
(Please Print)  
2807 74<sup>th</sup> Street, Ste. 8  
Street/Post Office Box  
Lubbock TX 79423  
City State Zip  
(806) 771-5976  
Telephone

**For** Oakmont Estates Investments of Lubbock  
PO Box 64446  
Street/Post Office Box  
Lubbock TX 79464  
City State Zip  
(806) 789-7909  
Telephone

**Location or Address:** Lots fronting the future Vale Avenue between Vicksburg Avenue and 116<sup>th</sup> Street

**Legal Description:\*** See Attached

**Existing Land Use:** Ag **Existing Zoning:** R1

**Acreeage or Square Footage of Property:** 2.22 acres

**Zoning Requested:** R-1 Specific Use for Garden Homes

**Proposed Development:** Garden Homes

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

  
**Applicant's Signature**

May 14, 2013  
**Date**

**Filing Fee:** \$481  
(\$475.00 for the first acre; \$3.00 for each additional acre)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

receipt 17750 cr# 3180 **For City Use Only** MTB MAP 41

**Zone Case No.:** 3047-6

**Agenda No.:** 4

**Request for zoning change from:** R-1 SP USE

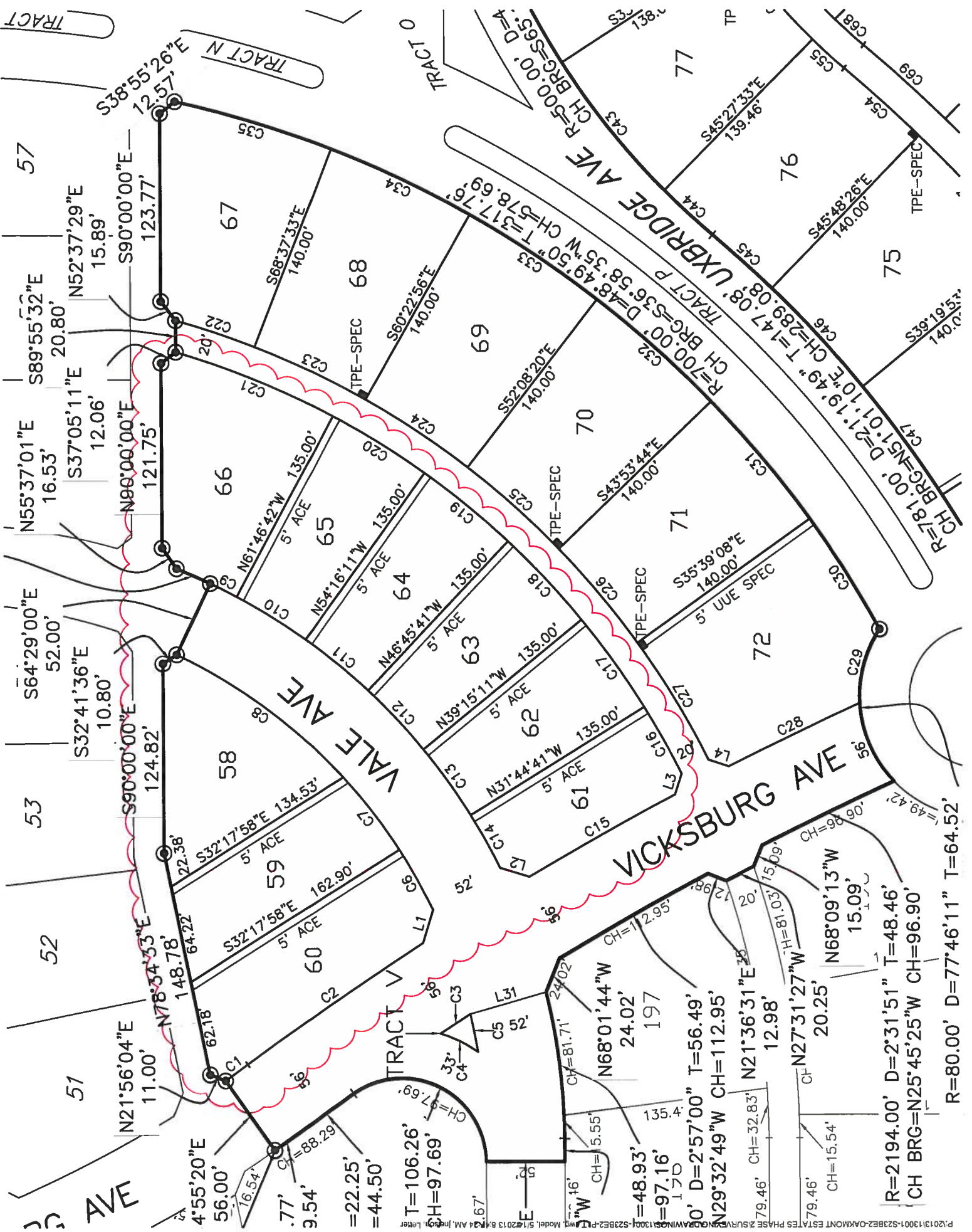
**To:** R-1 SP USE

on 2.22 acres of unplatted land out of Block E -> Section 23

on Lot(s)                     , Block(s)                     

                     Addition (Address: Vale Ave Between)

VICKSBURG AVE and 116<sup>th</sup> ST



P:\2013\13001-S2382-OAKMONT ESTATES PHASE 2 SURVEY AND PLANNING\2013-13001-S2382-PLANS Model\_5/1/2013 8:43:34 AM (Info) Ltr



### Rezone to R-1 Specific Use-Garden Homes

METES AND BOUNDS DESCRIPTION of a 2.22 acre tract of land located in Section 23, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°58'41" E, approximately 1539.71 feet and S 00°01'19" W, approximately 889.01 feet from the Northwest corner of Section 24, Block E-2, Lubbock County, Texas;

THENCE N 21°56'04" E, an approximate distance of 11.00 feet;

THENCE N 78°34'33" E, an approximate distance of 148.78 feet;

THENCE East, an approximate distance of 124.82 feet;

THENCE S 32°41'36" E, an approximate distance of 10.80 feet;

THENCE S 64°29'00" E, an approximate distance of 52.00 feet;

THENCE Northeasterly with a curve to the left having a radius of 405.00 feet, a central angle of 03°25'29", an approximate chord distance of 24.20 feet, an approximate tangent length of 12.11 feet, and a chord bearing of N 23°43'28" E;

THENCE N 55°37'01" E, an approximate distance of 16.53 feet;

THENCE East, an approximate distance of 121.75 feet;

THENCE S 37°05'11" E, an approximate distance of 12.06 feet;

THENCE Southwesterly with a curve to the right having a radius of 540.00 feet, a central angle of 47°14'18", an approximate chord distance of 423.71 feet, an approximate arc length of 445.21 feet, and a chord bearing of S 39°58'37" W;

THENCE N 71°50'16" W, an approximate distance of 14.38 feet;

THENCE Northwesterly with a curve to the left having a radius of 2250.00 feet, a central angle of 08°30'01", an approximate chord length of 333.50 feet, an approximate arc length of 333.81 feet, and a chord bearing of N 32°10'46" W;

THENCE Northwesterly with a curve to the right having a radius of 772.00 feet, a central angle of 01°21'07", an approximate chord distance of 18.22 feet, an approximate arc

length of 18.22 feet, and a chord bearing of N 35°45'13' W to the Point of Beginning and containing approximately 1.42 acres, including any Right of Way.

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

Prepared for: Dr. Jewell Davis  
May 14, 2013

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.: 3047-G

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
MAY 30 2013  
PLANNING DEPARTMENT

Print Name

Jordan Wheatley

Signature:

*Jordan Wheatley*

Address:

3003 111th St Lbk, TX

Address of Property Owned:

OAKMONT LOT #56

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.: 3047-G

In Favor of

~~Opposed~~

Reasons and/or Comments:

*Will enhance the Development*

RECEIVED

MAY 30 2013

PLANNING DEPARTMENT

Print Name

WILLIAM JEWELL DAVIS

Signature:

*William Jewell Davis*

Address:

P.O. Box 64446

Address of Property Owned:

Lubbock, TX 79464

*OAKMONT ESTATES 114TH & SLIDE*

1 of 4

Zone Case Number: **3047-G**

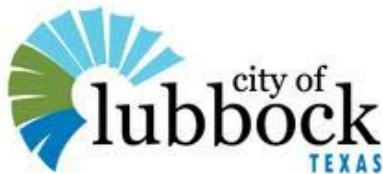
93370

OAKMONT ESTATES DEV OF LU

5301 CHICAGO AVE

LUBBOCK

TX 79414



**Regular City Council Meeting**

**5. 19.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** Ordinance 2013-O0066. Zone Case 3047-H, a request of AMD Engineering, LLC (for Estates at Vintage, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes on 1.25 acres of unplatted land out of Block E-2, Section 23 (Troy Avenue between 118th Street and 120th Street).

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

**Zoning Request:**

R-1 Specific Use for garden homes.

**Proposed Land Use:**

The proposed land use is for garden homes.

**Adjacent Land Uses:**

- N - Residential - zoned R-1 Specific Use for Vintage Township
- S - Vacant single family - zoned R-1 Specific Use for Estates at Vintage
- E - Residential - zoned R-1 Specific Use for Vintage Township
- W - Developing residential - zoned R-1 Specific Use for Oakmont Estates

**Planning and Zoning Commission (P&Z) Public Hearing Notes from June 6, 2013:**

No one spoke in favor of or in opposition to the request.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposal is consistent with the CLUP. The applicant is proposing one block that backs up to Vintage Township to be built as garden homes. The block to the north that also backs up to Vintage Township has already been approved for garden homes. The developer is using the garden homes as a transition between Vintage Township and the future development.

**P&Z Commission Recommendation:**

The P&Z recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3047-H; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-1 SPECIFIC USE FOR GARDEN HOMES, ON 1.25 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23, 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. 3047-H**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-1 Specific Use for garden homes on 1.25 acres of unplatted land out of Block E-2, Section 23, City of Lubbock, Lubbock County, Texas, located at Troy Avenue between 118<sup>th</sup> Street and 120<sup>th</sup> Street**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **Troy Avenue between 118<sup>th</sup> Street and 120<sup>th</sup> Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

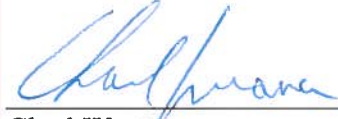
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



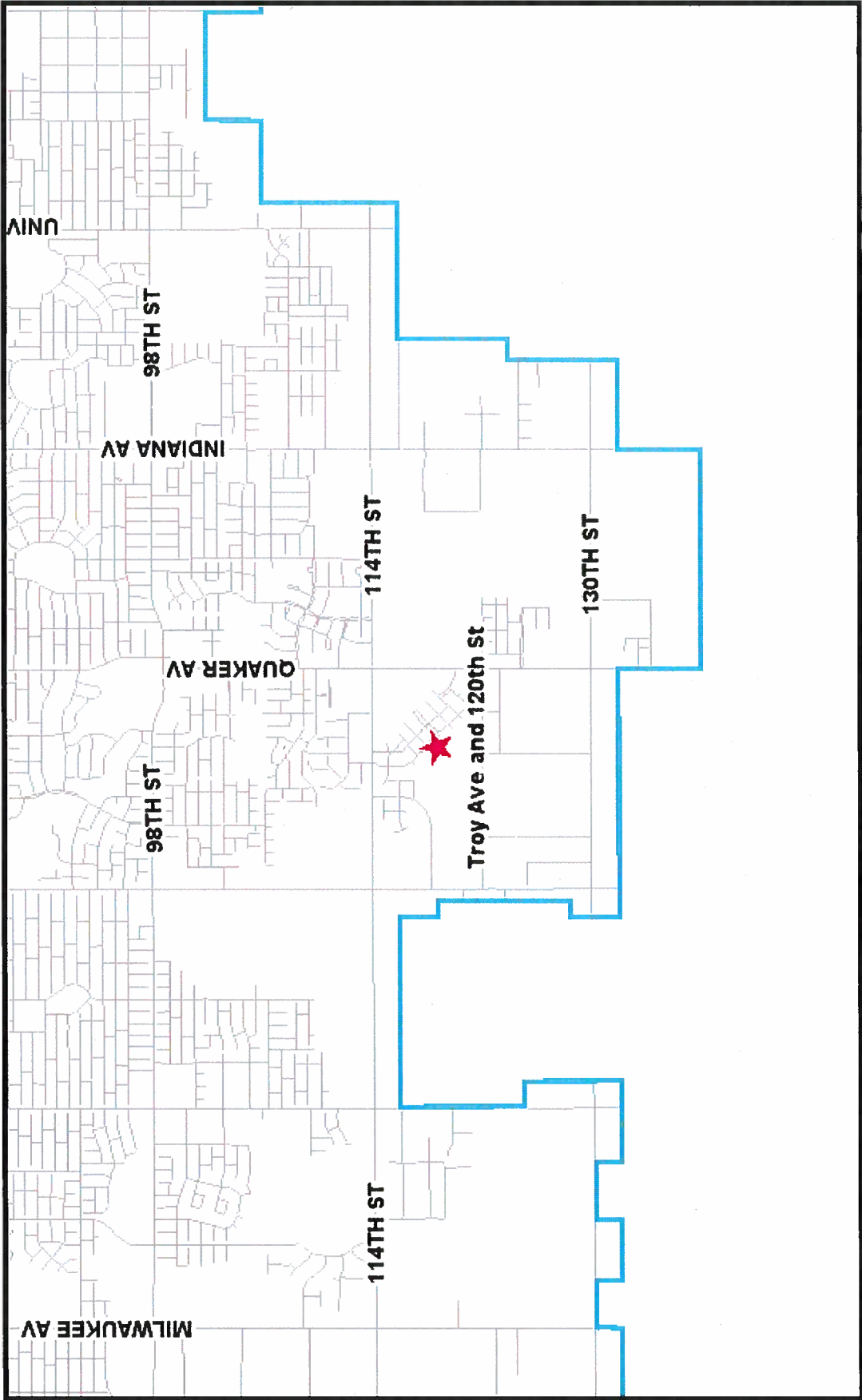
Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

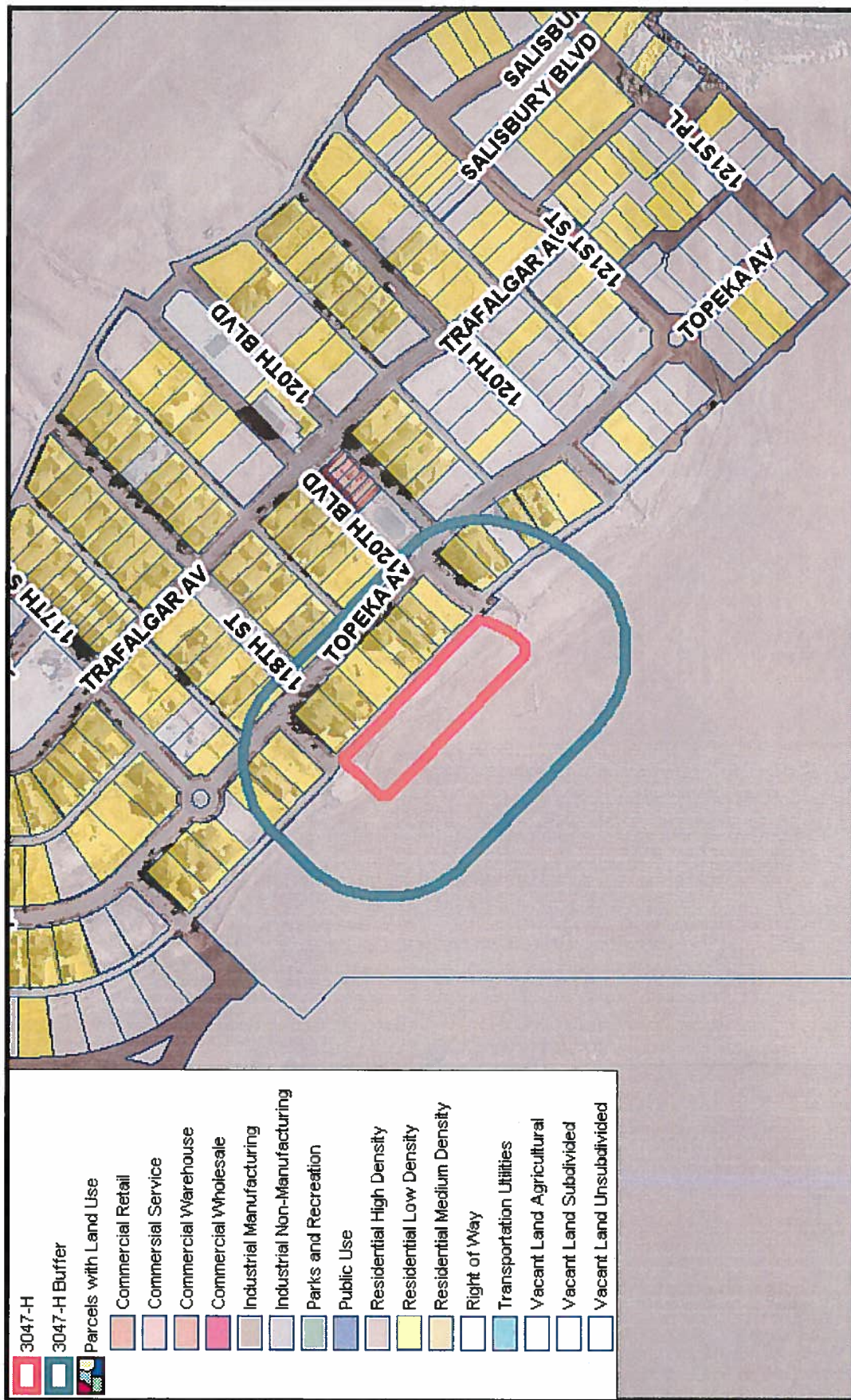


Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3047-H  
June 6, 2013



**P.Z.C. Case 3047-H**



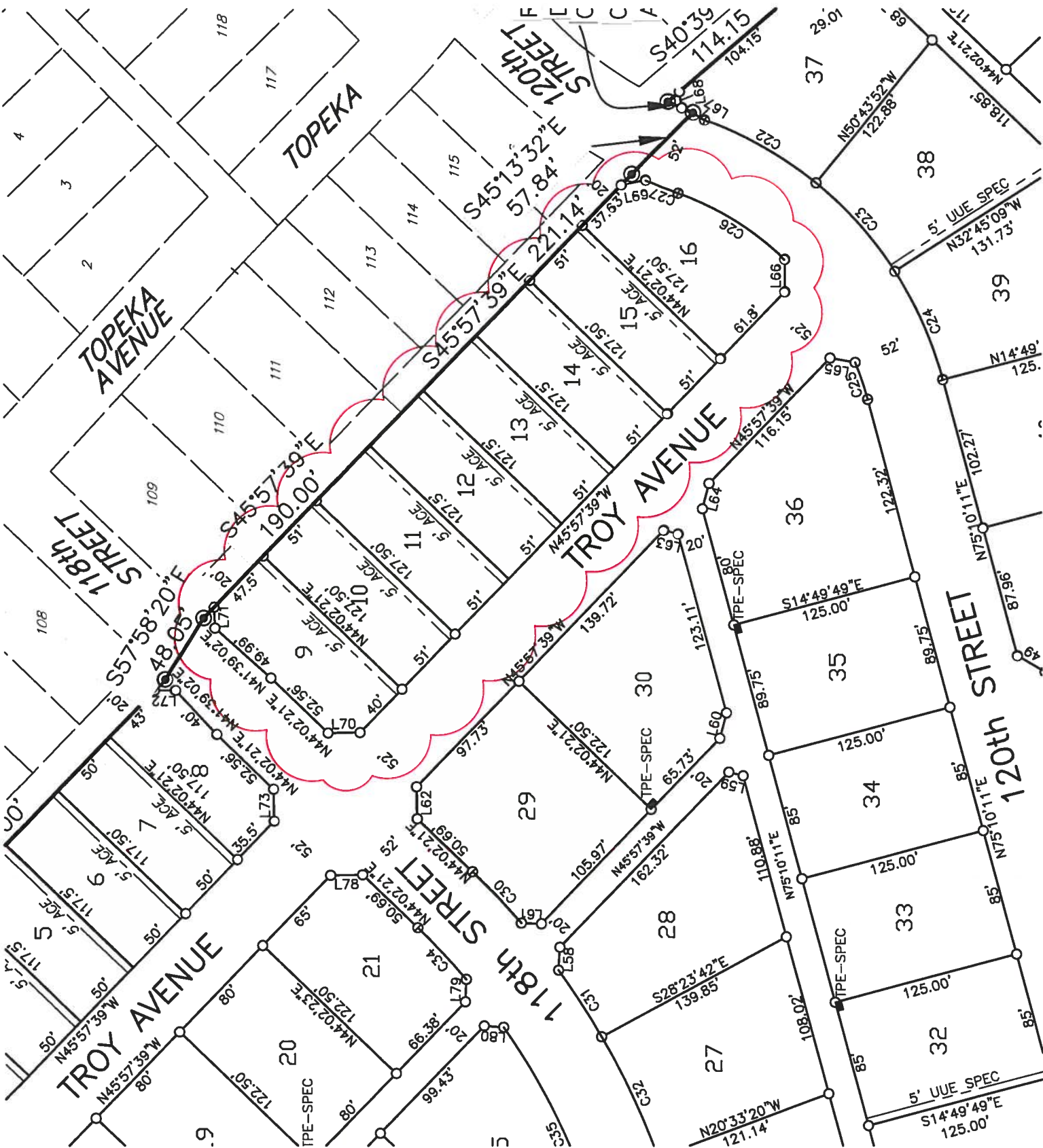
## P.Z.C. Case 3047-H

Request of AMD Engineering, LLC (for Estates at Vintage, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes, Troy Avenue between 118<sup>th</sup> Street and 120<sup>th</sup> Street



# P.Z.C. Case 3047-H Zoning







### Rezone to R-1 Specific Use-Garden Homes

METES AND BOUNDS DESCRIPTION of a 1.25 acre tract of land located in Section 23, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°58'37" E approximately 3,302.68 feet and S 00°01'19" W, approximately 1403.67 feet from the Northwest corner of Section 24, Block E-2, Lubbock County, Texas;

THENCE S 45°57'39" E, an approximate distance of 391.14 feet;

THENCE S 10°34'42" W, an approximate distance of 16.31 feet;

THENCE Southwesterly with a curve to the left having a radius of 327.00 feet, a central angle of 04°05'33", an approximate chord distance of 23.35 feet, an approximate arc length of 23.36 feet and a chord bearing of S 21°52'54" W;

THENCE Southwesterly with a curve to the right having a radius of 200.00 feet, a central angle of 24°02'41", an approximate chord length of 83.32 feet, an approximate arc length of 83.93 feet, and a chord bearing of S 31°51'29" W;

THENCE N 89°57'56" W, an approximate distance of 21.58 feet;

THENCE N 45°57'39" W, an approximate distance of 407.80 feet;

THENCE N 00°57'39" W, an approximate distance of 21.21 feet;

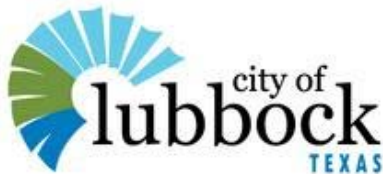
THENCE N 44°02'21" E, an approximate distance of 52.56 feet;

THENCE N 41°39'02" E, an approximate distance of 49.99 feet;

THENCE N 87°50'41" E, an approximate distance of 13.84 feet to the Point of Beginning and containing approximately 1.25 acres, including any Right of Way.

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

Prepared for: George McMahan  
May 14, 2013



**Regular City Council Meeting**

**5. 20.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** Ordinance 2013-O0068. Zone Case 2622-B, a request of Jimmy Owens for a zoning change from garden office to C-2 Specific Use for a veterinary clinic on the west 50 feet of Lot 265, Gatewood Addition (2736 82nd Street).

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

**Zoning Request:**

From GO (Garden Office) to C-2 Specific Use for an animal veterinary clinic.

**Proposed Land Use:**

The proposed land use is for an animal veterinary clinic.

**Adjacent Land Uses:**

N – Commercial/Residential – zoned GO and R-1 (single family residences)

S – Commercial – zoned Commercial (vacant)

E – Commercial – zoned GO (offices)

W – Commercial – zoned GO (offices)

**Planning and Zoning Commission (P&Z) Public Hearing Notes from June 6, 2013:**

Neighbors have cited noise, animals, and patrons of the proposed veterinary clinic to be a potential detriment, and may prevent them from conducting their own business without noise or odor impacts coming from the property.

The property owner to the west (insurance agent) was present for the meeting, and at first opposed the change, but after conversations with the proponent, staff, and the commission, his concerns were addressed. There were two letters in opposition and two in favor of the request.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposed zone change would be considered a minor change to the CLUP. The most desired zoning for areas between collector streets and major thoroughfares is garden office or multi-family zoning. The veterinary clinic is inconsistent with the adjacent existing development.

The Lubbock Zoning Ordinance has a provision for Specific Use zone cases which provides for variations in the land use standards so that all variations of land use will be in harmony with the purposes and objectives of the zoning ordinance, provided the intent, principles, and innovations of modern urban planning and design are used. In this case, modifications to the site and building would have to be done prior to the occupancy of the building.

**As stated in the Specific Use section of the zoning code:**

“Veterinary hospitals or clinic for the medical and surgical treatment of small animals.... C-2 or less restricted zoning district... shall be maintained within a completely enclosed, soundproof building and operated in such a way as to produce no objectionable odors outside its walls. Kennel use shall be limited to short-time boarding and

shall only be incidental to such hospital or clinic use. Sound transmission loss shall be equivalent to an eight-inch block wall filled with insulating material.”

In special cases and specific locations, a veterinary clinic would be allowed in a C-2 district. Changing the zoning from a strip of garden office to allow a veterinary clinic, could pose other underlying problems to adjacent property owners, even while taking the proper precautions to mitigate noise, odors, pedestrian traffic, and parking issues. If the aforementioned issues are addressed and the proposed business is aware of the concerns, and appeases the adjacent property owners and tenants, the use may be viable in the area.

If approved, the zone case, does not provide any exemption from being determined a public nuisance.

P&Z Commission Recommendation:

The Planning Commission recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

---

**Attachments**

Ordinance - Zone Case 2622-B

Zone Case 2622-B

---

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2622-B**; A ZONING CHANGE FROM **GO** TO **C-2 SPECIFIC USE** FOR A **VETERINARY CLINIC**, ON **THE WEST 50 FEET OF LOT 265, GATEWOOD 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. 2622-B**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **C-2 Specific Use for a veterinary clinic on the west 50 feet of Lot 265, Gatewood Addition, City of Lubbock, Lubbock County, Texas, located at 2736 82<sup>nd</sup> Street**, subject to conditions and being further described as follows:

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT the zone change be limited to a veterinary clinic and all Garden Office uses.**

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 **GO** 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 **2736 82<sup>nd</sup> Street, City of Lubbock, Lubbock County, Texas.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

---

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



---

Andrew Paxton, Interim Director of Planning

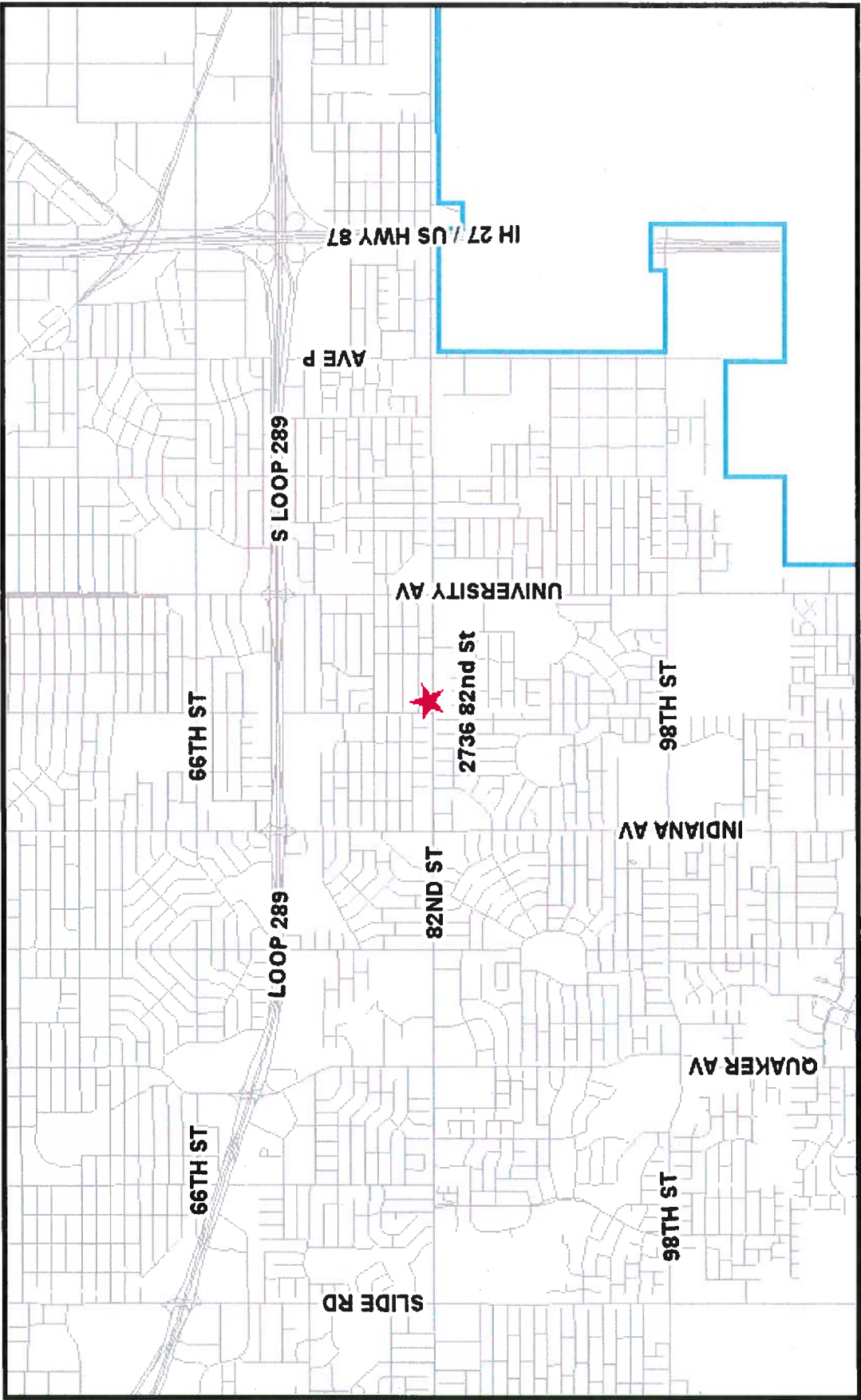
APPROVED AS TO FORM:



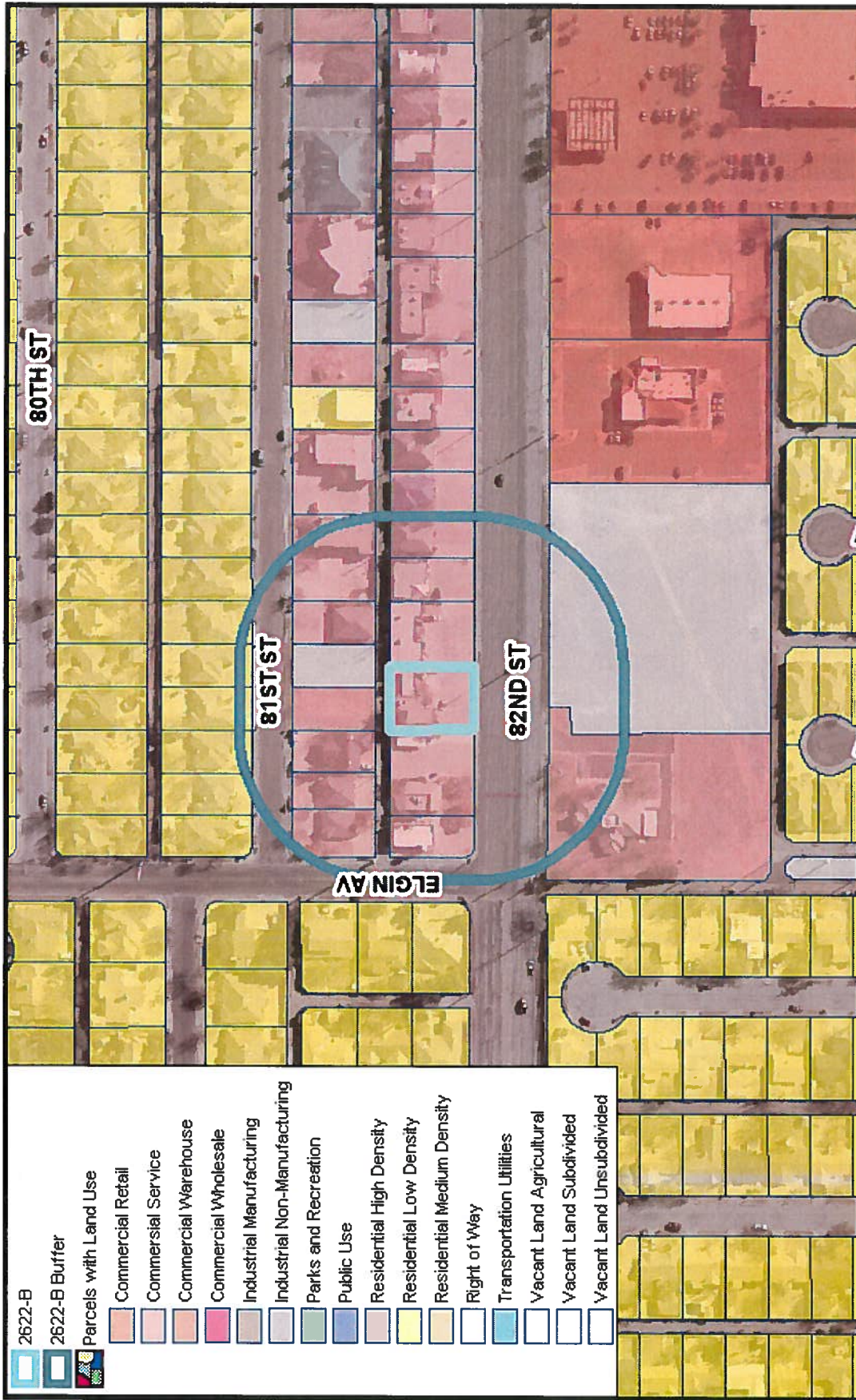
---

Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2622-B (Amended)  
July 2, 2013

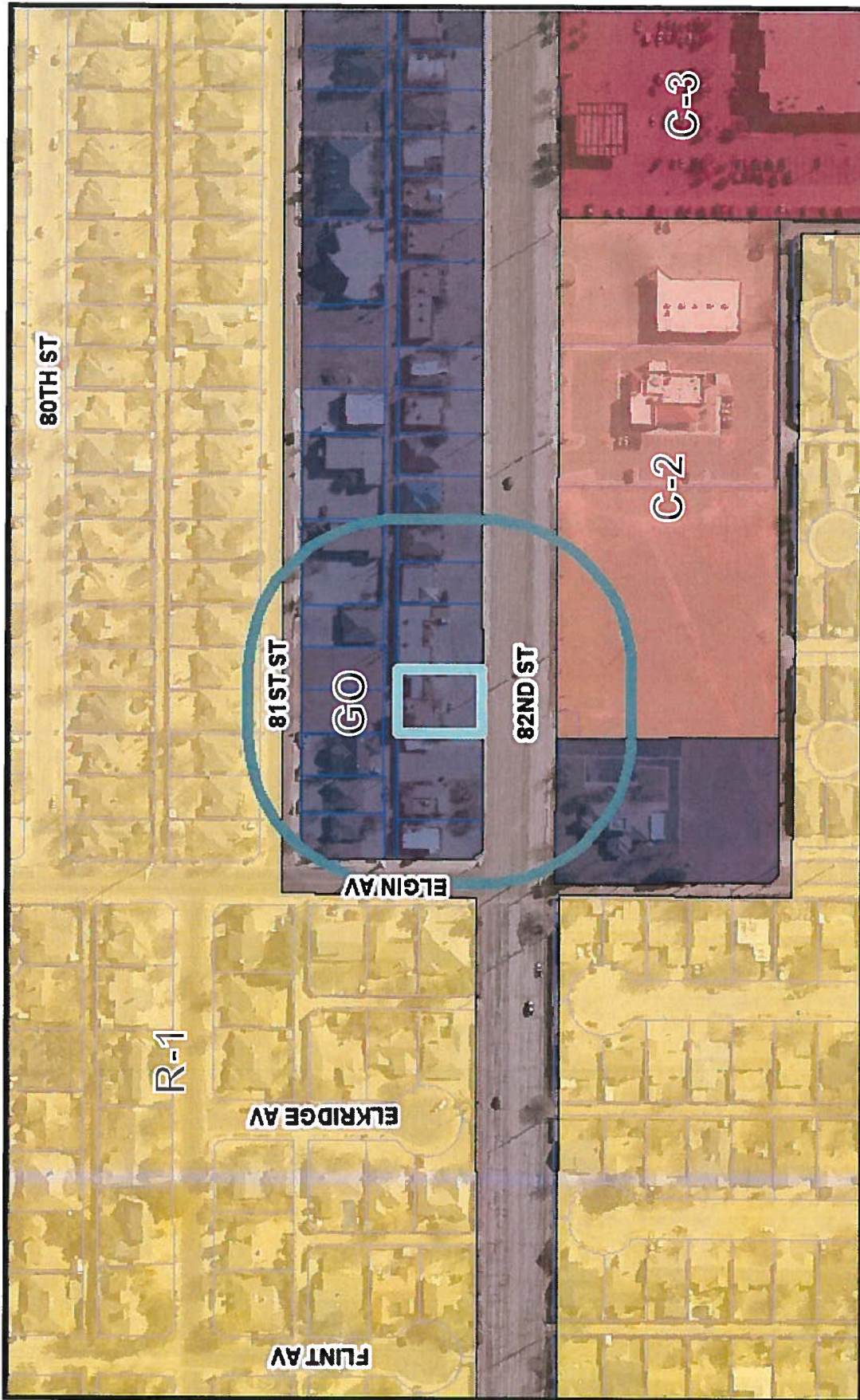


# P.Z.C. Case 2622-B



# P.Z.C. Case 2622-B

**Request of Jimmy Owens for a zoning change from GO to C-2 Specific Use for a veterinary clinic 2736 82nd Street**



# P.Z.C. Case 2622-B Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Jimmy Owens
3107-25th St, Lubbock Tx 79410
(806) 787 9105
For Same

Location or Address: 2736-82nd St.
Legal Description: Gatewood L 265
Existing Land Use: Office Existing Zoning: Garden Office

Acreage or Square Footage of Property: 2516
Zoning Requested: C2 Specific Use w/ reversionary clause to G0
IF Veterinary clinic vacates.
Proposed Development: Veterinary clinic

If property is not subdivided, will preliminary plat be submitted? Yes No
Applicant's Signature Date 5/13/13

Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Receipt 17753 C# 1347 For City Use Only PIN: 20275 M&P M
Zone Case No.: 2622-B Agenda No.: 6
Request for zoning change from: G0 To: C-2 sp use

on Lot(s): 265 Block(s):
Subdivision: Gatewood Address: 2736 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.: 2622-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
MAY 29 2013  
PLANNING DEPARTMENT

Print Name

John C. Owens

Signature:

John C. Owens

Address:

4618-5<sup>th</sup> St

Address of Property Owned:

2734 - 2736 - 82<sup>nd</sup>

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.: 2622-B

In Favor of

Opposed

Reasons and/or Comments:

As I understand it, the requested zoning change is being made by the owner of the building in conjunction with a proposed lease to a tenant who desires to operate a veterinary clinic in this location (in other words, it is not the owner of the building who will be operating the clinic). I am the owner/occupant of the structure two doors West of the subject property operating a law office therein. I am concerned that allowing the operation of a veterinary clinic this close to my office will have a negative impact upon my right to enjoy and use my property for its present purpose. My concern stems from the potential noise (particularly barking dogs) of pets going and coming from the clinic (as well as from any pets being boarded overnight) and the potential for animal waste being deposited on my property. Even if the occupant of the subject property never walks any patients down the street or alley, I don't believe that the animal owners visiting the clinic will exercise the same level of discretion.

Print Name Sam Gregory  
Signature: [Signature]  
Address: 5417 CR 7330, Lubbock, TX 79424  
Address of Property Owned: 2742 82<sup>nd</sup> Street

10 of 17  
Zone Case Number: 2622-B 20272  
GREGORY SAM CLAY & JANA L  
5417 COUNTY ROAD 7330

LUBBOCK TX 79424-6236



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.: 2622-B

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAY 31 2013

PLANNING DEPARTMENT

Print Name

Jon Cieszinski

Signature:

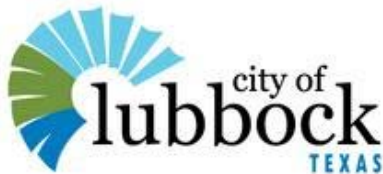
[Handwritten Signature]

Address:

2737 B1ST

Address of Property Owned:

2737 B1ST



**Regular City Council Meeting**

**5. 21.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading - Planning:** Ordinance 2013-O0069. Zone Case 3160-A, a request of Taylor Chemical Ltd. for a zoning change from M-2 Specific Use for a fertilizer plant to M-2 Specific Use for a chemical plant (sanitation chemicals) on 25 acres of unplatted land out of Block S, Section 2 (north of 66th Street and west of East Loop 289).

**Item Summary**

On June 27, 2013, the City Council approved the first reading of the ordinance.

**Zoning Request:**

From M-2 Specific Use for a fertilizer plant to M-2 Specific Use for a chemical plant.

**Proposed Land Use:**

The proposed land use is for construction of a chemical plant.

**Adjacent Land Uses:**

N - Vacant - zoned M-2 Heavy Industrial

S - Vacant and an industrial warehouse - zoned M-2 Heavy Industrial

E - Vacant - zoned M-2 Heavy Industrial

W - Vacant - zoned M-2 Heavy Industrial

**Planning and Zoning Commission (P&Z) Public Hearing Notes from June 6, 2013:**

One citizen spoke in favor of the request. There was one reply form returned in opposition, however the comments are in regard to not wanting a fertilizer plant to be approved.

**Impact on the Comprehensive Land Use Plan (CLUP):**

The proposed use and zone change is in agreement with the CLUP.

**Under the Specific Use Industrial Uses for M-2, the zoning code states:**

"...in the M-2 district provided all requirements of that district are met and further provided that additional requirements are approved by the City Council which will insure proper protection to and compatibility with adjacent uses."

The City Council, in September 2011, approved on this same parcel a Specific Use case to allow for a fertilizer plant. As a Specific Use zone case, the zoning is tied to the proposed use and any unconditional uses allowed in the base zoning district.

The company manufactures sanitation chemicals for use in food and industrial applications. Currently the parcel is zoned Specific Use to allow a fertilizer plant. The chemical plant also requires a Specific Use case. Staff has discussed the proposed project with the Fire Marshal's office and it has been determined that this proposed use should be less hazardous than a fertilizer plant. While the surrounding area is zoned M-2 (heavy industrial) all of

the uses that involve chemical or petroleum processing require a Specific Use permit in conjunction with the base M-2 zoning.

**P&Z Commission Recommendation:**

The P&Z recommended the request with a unanimous vote.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

P&Z Commission

---

---

**Attachments**

Ordinance - Zone Case 3160-A

Zone Case 3160-A

---

---

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. 3160-A**; A ZONING CHANGE FROM **M-2 SPECIFIC USE FOR A FERTILIZER PLANT TO M-2 SPECIFIC USE FOR A CHEMICAL PLANT (SANITATION CHEMICALS)**, ON **25 ACRES OF UNPLATTED LAND OUT OF BLOCK S, SECTION 2**, 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. 3160-A**

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **M-2 Specific Use for a fertilizer plant to M-2 Specific Use for a chemical plant (sanitation chemicals)** on **25 acres of unplatted land out of Block S, Section 2**, City of Lubbock, Lubbock County, Texas, located at **north of 66<sup>th</sup> Street and west of East Loop 289**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **M-2 Specific Use for a fertilizer plant** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **north of 66<sup>th</sup> Street and west of East Loop 289**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on \_\_\_\_\_.

Passed by the City Council on second reading on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



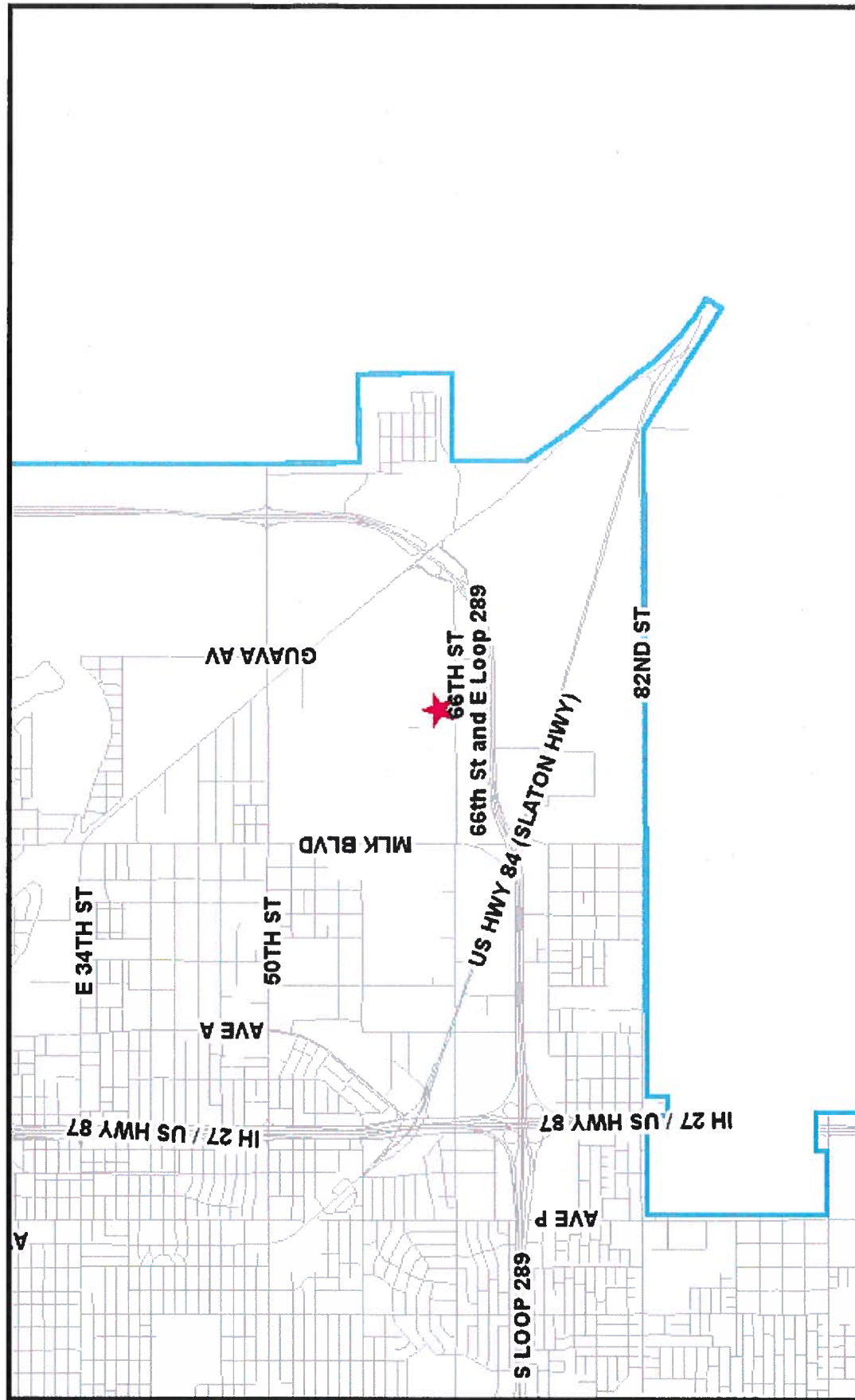
Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

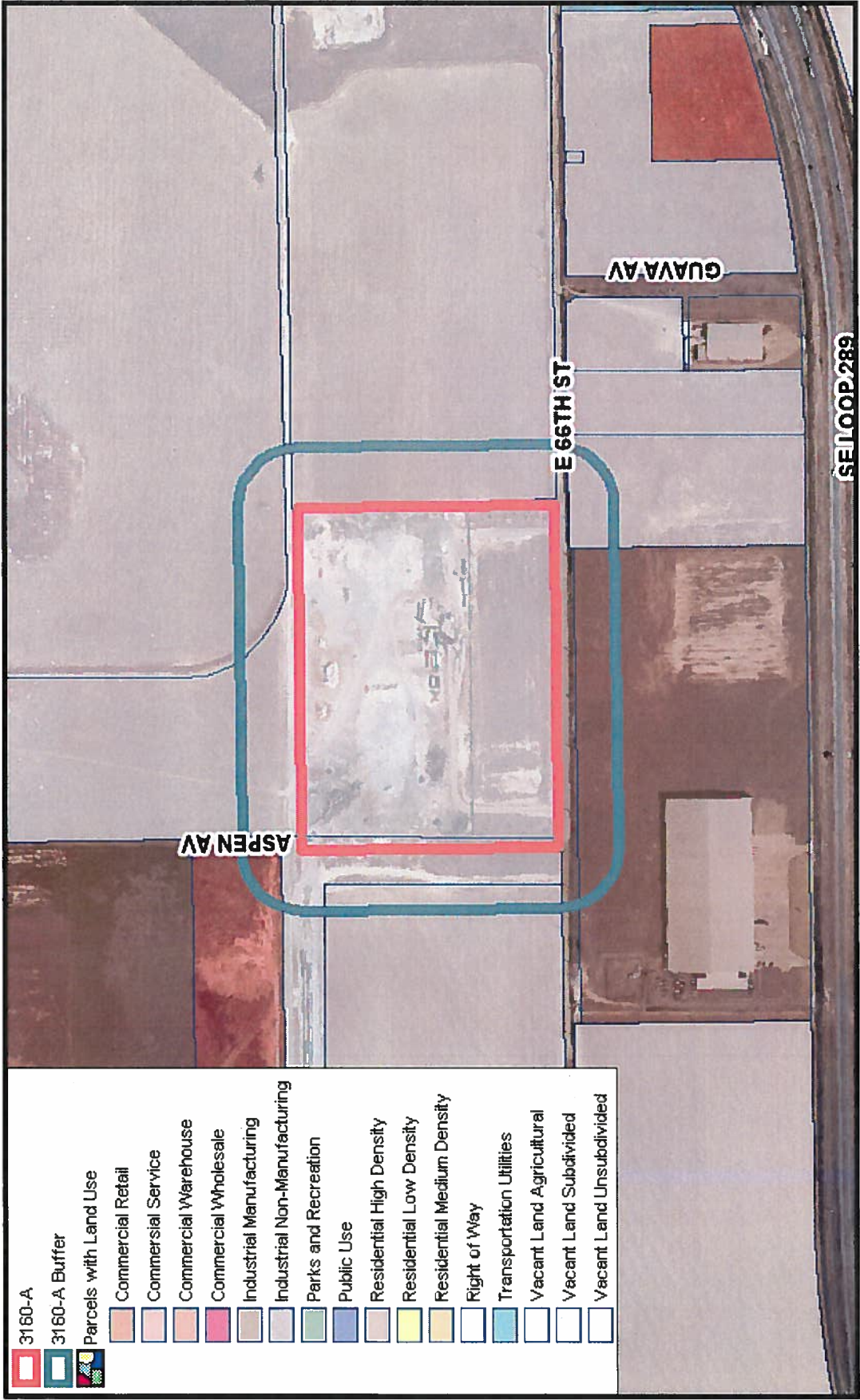


Chad Weaver  
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3160-A  
June 6, 2013

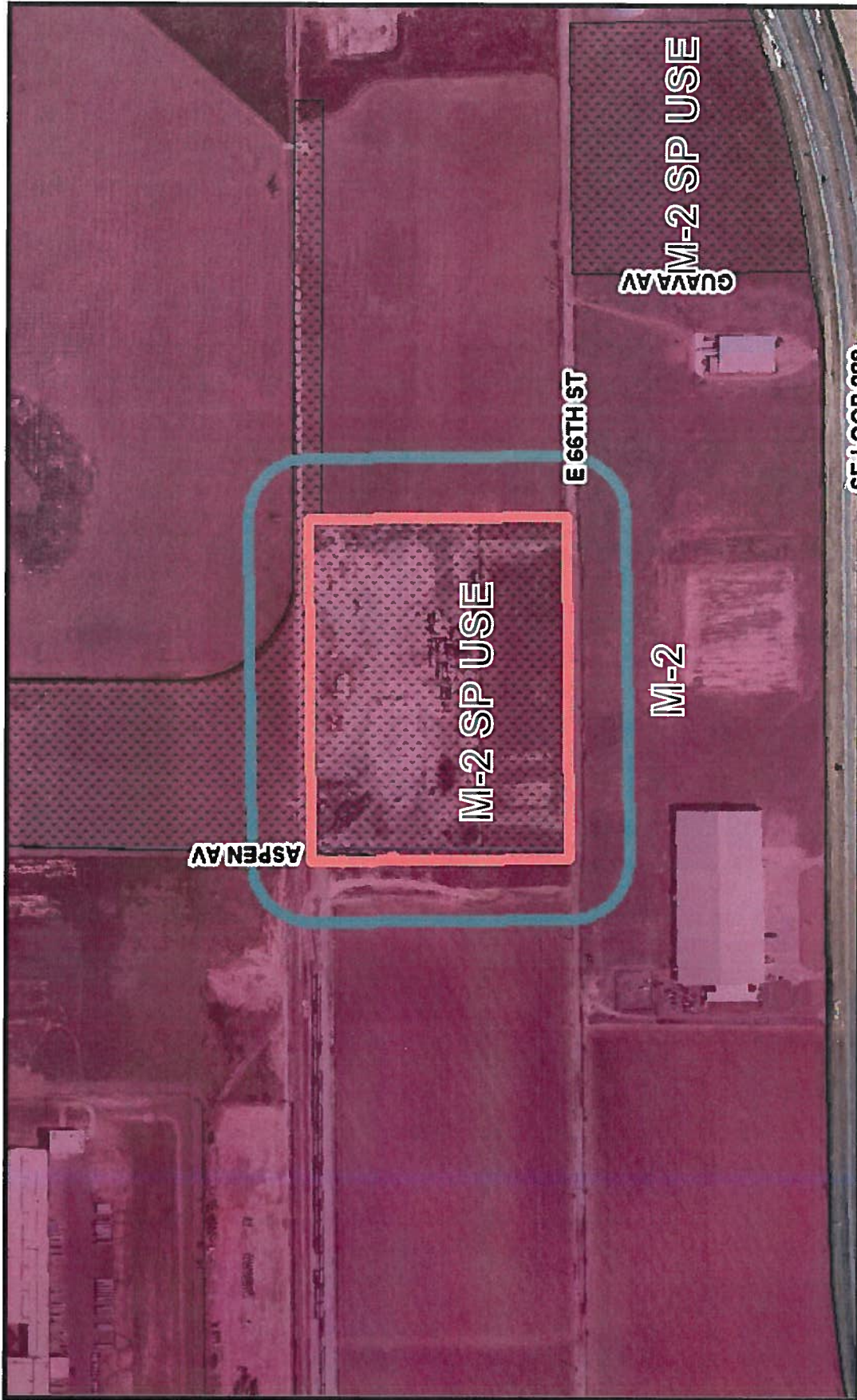


# P.Z.C. Case 3160-A



## P.Z.C. Case 3160-A

Request of Taylor Chemical Ltd. for a zoning change from M-2 Specific Use for a fertilizer plant to M-2 Specific Use for a chemical plant (sanitation chemicals), north of 66<sup>th</sup> Street and west of East Loop 289



# P.Z.C. Case 3160-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)

Taylor Chemical/DBA Service For

P.O. Box 1675

Hereford, Texas 79045

(806) 364-3731

Street/Post Office Box
City State Zip
Telephone

Location or Address: 2701 E 106th Street Lubbock

Legal Description:\*

Existing Land Use: VACANT Existing Zoning: M-2

Acreage or Square Footage of Property: 25 ACRES

Zoning Requested: M-2 SPECIFIC USE - BLENDER OF SANITATION CHEMICALS

Proposed Development: SERVICE

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]

Applicant's Signature: Dale F. Taylor

Date

Filing Fee: \$547
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

\*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 3160-A Agenda No.:

Request for zoning change from: M-2 SPEC USE for fertilizer plant a chemical plant (sanitation chemicals) To: M-2 Specific use for

on Lot(s): 25 acres of unplatted land Block(s): Block S Sections 1 & 2

Subdivision: Address: 2721 East 66th Street north of 66th Street & west of East Loop 289



P.O. Box 1675  
807 South Highway 385  
Hereford, TX 79045

To Whom It May Concern:

Taylor Chemical Ltd. dba Servco is a blender of sanitation chemicals for use in food and industrial applications.

Sincerely,

A handwritten signature in cursive script that reads "Dale F. Taylor".

Dale Taylor  
Vice President



**"EXHIBIT A"**

**METES AND BOUNDS DESCRIPTION:**

**Being a 25.0 acre tract of land located along the South line in the SE 1/4 of Section 2, Block S, in Lubbock County, Texas and more particularly described as follows:**

**BEGINNING** at a 1/2" iron rod with cap found in the South line of Section 2, Block S, also being the centerline of a graded county road (66th Street) and Southwest corner of this tract, said point bears **N 88°50'38" W** a distance of **1856.00** feet from the Southeast corner of Section 2, Block S, Lubbock County, Texas;

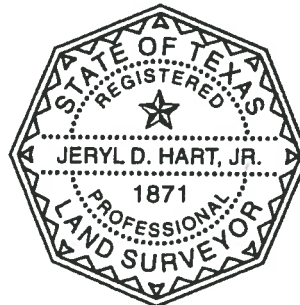
**THENCE N 01°10'28" E**, along the West line of said 25.00 acre tract, at 40.00 feet pass a 1/2" iron rod with cap found in the North line of a said county road, continuing for a total distance of **905.55** feet, common to the East line of a 49.52 acre tract owned by Granite Construction, recorded in Vol. 8624, Pg. 272, Real Property Records of Lubbock County, Texas, to a 1/2" iron rod with cap found for the Northwest corner of this tract;

**THENCE N 88°50'24" W** a distance of **1202.52** feet, common to a line from said 49.52 acre tract, to a 1/2" iron rod and cap set for the Northeast corner of this tract;

**THENCE S 01°10'28" E**, a distance of **905.47** feet to a 1/2" iron rod and cap set in the centerline of said county road, for the Southeast corner of this tract;

**THENCE N 88°50'38" W**, a distance of **1082.99** feet along the centerline of said county road to the Point Of Beginning and containing 25.00 acres of land.

**THIS DESCRIPTION WAS PREPARED BY JERYL D. HART, JR., R.P.L.S. #1871.**



A handwritten signature in black ink that reads "Jeryl D. Hart Jr." written over a horizontal line.

7-21-11

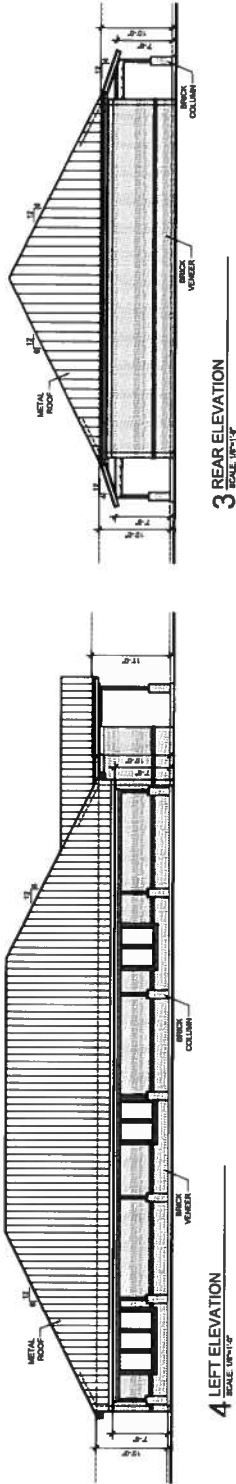
**JERYL D. HART, JR., R.P.L.S.# 1871**

"Partnering the Environment with Life"

5225 S. Loop 289  
Office: 806-939-0033

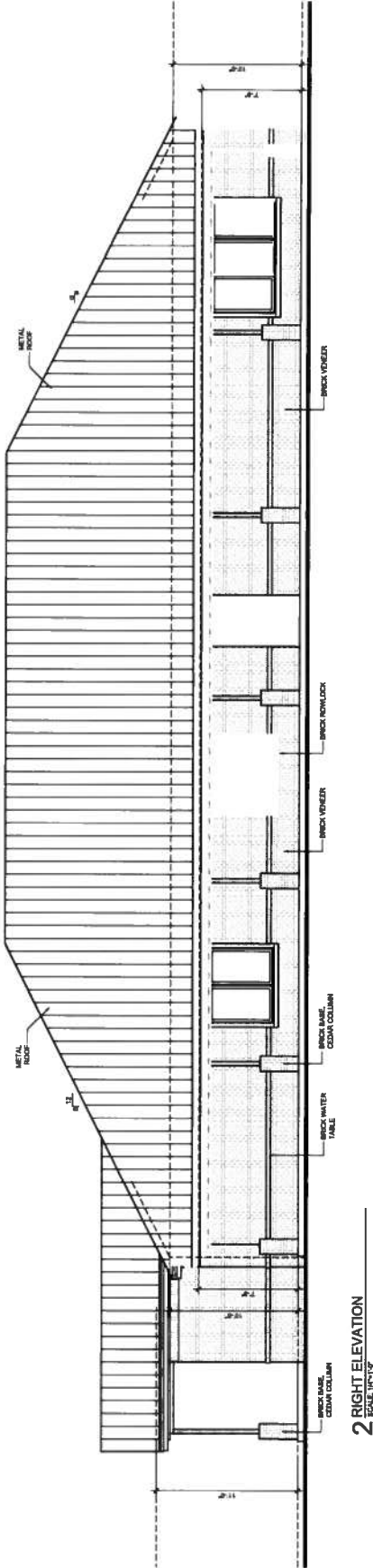
Lubbock TX 79424  
Fax: 866-899-7063

7

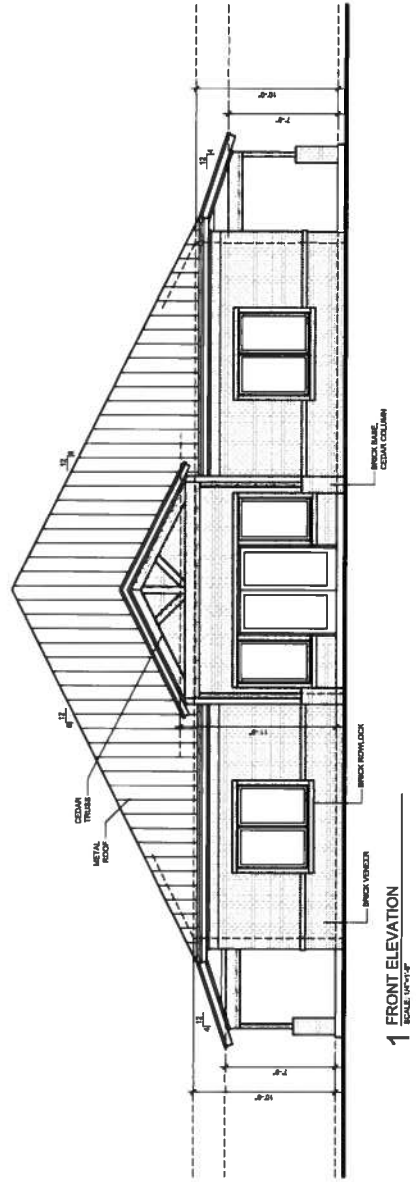


**3 REAR ELEVATION**  
 SCALE 1/8"=1'-0"

**4 LEFT ELEVATION**  
 SCALE 1/8"=1'-0"



**2 RIGHT ELEVATION**  
 SCALE 1/8"=1'-0"



**1 FRONT ELEVATION**  
 SCALE 1/8"=1'-0"

7



1 SERVCO  
12" = 1'-0"

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

7

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3160-A

In Favor of       

Opposed   VVV  

Reasons and/or Comments:

FERTILIZER PLANT (CHEMICAL PLANT)  
NOT WITHIN CITY LIMITS.  
WE WILL HAVE ANOTHER WEST, TX EXPLOSION.

Print Name DONNA J WHILLOCK, DOROTHY R. WOODS, KAY F. WILLIAMS

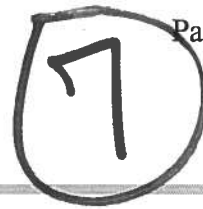
Signature: Kay F. Williams

Address: 1713 W. JAMESTOWN DR., ENNIS, TX. 75119

Address of Property Owned: BLK S SEC. 2 AB 446 TR C2 AC: 36.676  
BLK S SEC. 2 AB 446 TR C2A AC: 15.66

RECEIVED  
MAY 31 2013  
PLANNING DEPARTMENT

Zone Case Number: **3160-A** 2220  
WHILLOCK DONNA J & KAY F  
DOROTHY R WOODS  
1713 W JAMESTOWN DR  
ENNIS TX 75119-2127



**Kristen Sager - Fwd: Servco project**

---

**From:** Andrew Paxton  
**To:** Kristen Sager  
**Date:** 6/4/2013 12:39 PM  
**Subject:** Fwd: Servco project

---

>>> Bob Bailey 5/14/2013 11:20 AM >>>

Drew,

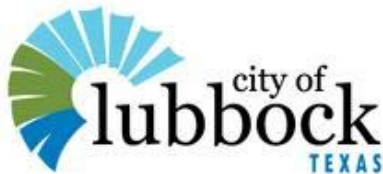
The proposed Servco facility that we discussed on the phone yesterday is not more hazardous than a fertilizer plant.

If you have any further questions let me know.

Thanks

Bob

Bob Bailey  
Assistant Fire Marshal  
Lubbock Fire Marshal's Office



**Regular City Council Meeting**

**6. 1.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Public Hearing 6:30 p.m. - Planning:** Conduct a public hearing and consider a petition for annexation from Real Property Resources and KPA Ministries, Inc. to annex a parcel approximately 80 acres adjacent to the City limits north of 130th Street (FM 1585) east of Flint Avenue.

**Item Summary**

The petition was submitted to the Planning Department in proper form on June 13, 2013. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting.

A portion of this area petitioned for annexation is planned to be an extension of the Bella Mia Subdivision, constructed by Betenbough Homes (Real Property Resources). This encompasses 67 plus acres of the request. The 12 plus acres of the balance of the petition request is owned by KPA Ministries. At this time, staff is not aware of the proposal for this development.

As seen in the attached graphic, the south boundary of this petition will front onto 130th Street (FM 1585). As with many petition annexations, only a portion of the thoroughfare right-of-way to be dedicated for 130th Street will be within the City limits. The eastern boundary of the petitioned area is about one fourth of a mile from University Avenue.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

---

**Attachments**

Resolution - Annexation

Petition - Voluntary Annexation

Surverys - Annexation

Map - Proposed Annexation

---

**RESOLUTION**

WHEREAS, the owners of 79.909 acres of real property further described in Exhibit A attached hereto located in Section 21, Block E-2, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 13<sup>th</sup> day of June, 2013; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 11<sup>th</sup> day of July, 2013; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to grant said Petition for Annexation;  
NOW THEREFORE:

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

THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Annexation Request-FM 1585  
June 27, 2013

# PETITION FOR VOLUNTARY ANNEXATION

**To: The Mayor and Governing Body of the City of Lubbock, Texas**

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Real Property Resources

By: Chris Berry

Name: CHRIS BERRY

Title: VICE PRESIDENT

KPA Ministries

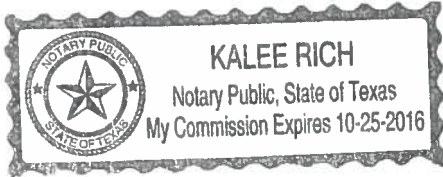
By: Sam J. Hawthorne

Name: Samuel J. Hawthorne

Title: Director

THE STATE OF TEXAS       §  
  §  
COUNTY OF LUBBOCK       §

The foregoing instrument was acknowledged before me on the 13 day of June, 2013, by Chris Berry, the Vice President of Real Property Resources, on behalf of said corporation.



Kalee Rich  
Notary Public, State of Texas

THE STATE OF TEXAS       §  
  §  
COUNTY OF LUBBOCK       §

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of June, 2013, by Samuel J. Hawthorne, the Director of KPA Ministries, on behalf of said corporation.



Suzi Fuentes  
Notary Public, State of Texas

190284

TITLE ONE



DEED

2013018785

2 PGS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording return to:

Real Property Resources, Inc.  
(87 716 Acres In Bella Mia)  
6305 82nd St  
Lubbock, Texas 79424

WARRANTY DEED

THE STATE OF TEXAS §  
  §  
COUNTY OF LUBBOCK §

KNOW ALL MEN BY THESE PRESENTS:

Date: April 25, 2013

Grantor: KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy

Grantor Mailing Address (including county):  
P.O. Box 64028  
Lubbock, Texas 79464

Grantee:  
Real Property Resources, Inc.

Grantee's Mailing Address (including county):  
6305 82nd St  
Lubbock, Lubbock County, Texas 79424

Consideration: TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION

Property (including any improvements):

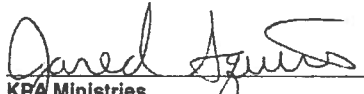
See Exhibit (A)

Reservations from and Exceptions to Conveyance and Warranty:

1. Taxes for the year 2013, the payment of which Grantee assumes.
2. Restrictions, conditions, easements and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect;

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

When the context requires, singular nouns and pronouns include the plural.  
KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy

  
KPA Ministries  
by: Jared Squires, Head Administrator and President

THE STATE OF TEXAS §  
  §  
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on 5-7-13 by Jared Squires, in his capacity as Head Administrator and President of KPA Ministries, Inc., a Texas non-profit corporation dba Kingdom Preparatory Academy on behalf of said corporation.

  
Notary Public, State of Texas



Exhibit (A)

FIELD NOTES on a 67.716 Acre tract out of Section 21, Block E-2, Lubbock County, Texas being further described by metes and bounds as follows

BEGINNING at a set 1/2" rod with stainless steel cap marked Abscon Engineering RPLS 4460 for the Southwest corner of this tract and the Northwest corner of a 12.193 acre tract surveyed the same date from which the Southwest corner of Section 21 Block E 2 bears N 88°2'13" W (Texas North Central Zone Bearing Basis), 2148.63 feet and S 01°43'40" W, 370.11 feet;

THENCE N 01°43'40" E, with the East line of the tract described in County Clerk File No. 2010337777, Lubbock County Official Public Records, (LCOPR), the East line of the Plat Limits of Lots 46 through 59, Bella Mia Estates recorded in County Clerk File No. 2012040677, LCOPR, and the East line of the Plat Limits of Lots 1 through 45, Bella Mia Estates recorded in County Clerk File No. 2007029457, LCOPR, a distance of 1621.85 feet to a found 5/8" Iron rod for the most Westerly Northwest corner of this tract.

THENCE S 88°10'53" E, with the South line of the tract described in Volume 6160, Page 3, Lubbock County Real Property Records (LCRPR), 500.26 feet to a found rod with yellow cap for a corner of this tract.

THENCE N 01°43'26" E, with the East line of the tract described in Volume 6160, Page 3, LCRPR, 659.66 feet to a found 1/2" iron rod for the most Northerly Northwest corner of this tract.

THENCE S 38°13'23" E, with the South line of the tract described in Volume 4186, Page 233, LCRPR, 937.00 feet to a found 5/8" iron rod for the Northeast corner of this tract.

THENCE S 01°46'39" W, with the West line of the tract described in County Clerk File No. 2009005475, LCOPR, 2265.82 feet to a set 1/2" rod with cap for the Southeast corner of this tract and the Northeast corner of the 12.193 acre tract.

THENCE N 88°02'13" W, with the North line of the 12.193 acre tract, a distance of 1435.24 feet to the Place of Beginning and containing 67.716 Acres including any Right of Way.

*Jared Aguirre*  
*Atty*

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County TEXAS

May 09, 2013 02:17:17 PM

FEE: \$20.00

2013018785

**Plat and Field Notes**  
 on a 12.193 Acre Tract out of Section 21, Block E-2, Lubbock County, Texas

**Surveyor's Report**

This Plat is based on a survey made on the ground April 11, 2013.

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 tract was prepared without the benefit of a Title Commitment, Easements and/or Restrictions other than those shown may apply.

Bearings and Coordinates are based on the Texas North Central Zone Coordinate System.

Distances are Surface Distances.

Combined Scale Factor: 0.99975

- ⊙ Fd. Rod With Yellow Cap (Record Dignity)
- ⊙ Set 1/2" Rod with Stainless Steel Cap (Abacus Engineering RPLS 4460)
- ⊙ Fd. 1/2" Iron Rod
- ⊙ Indicates Electric Meter
- ⊙ Indicates Down Guy
- ⊙ Indicates Power Pole
- ⊙ Indicates Sign
- ⊙ Indicates Well
- ⊙ Fd. 5/8" Iron Rod (Record Dignity. Rod With Cap Destroyed)
- ⊙ Indicates Irrigation Pipe

FIELD NOTES on a 12.193 acre tract out of Section 21, Block E-2, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a point near the center of F.M. 1585 for the Southwest corner of this tract whence the Southwest corner of Section 21, Block E-2 bears N 88°02'13" W (Texas North Central Zone Bearing Basis), 2148.63 feet;

THENCE N 01°43'40" E, with the East line of the tract described in County Clerk File No. 2010037777, Lubbock County Official Public Records, (LCOPR), at 40.0 feet pass a found rod with yellow cap in the North Right of Way line of F.M. 1585, in all a distance of 349.64 feet to a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Northwest corner of this tract and the Southwest corner of a 67.716 acre tract surveyed on the same date;

THENCE S 88°02'16" E, with the South line of the 67.716 acre tract, at 30 feet pass a set 1/2" rod with stainless steel cap, in all 1435.24 feet to a set 1/2" rod with stainless steel cap in the West line of the tract described in Lubbock County Clerk File No. 2008005475, LCOPR for the Northeast corner of this tract;

THENCE S 01°46'39" W, with the West line of the tract described in County Clerk File No. 2008005475, LCOPR, at 330.10 feet pass a found 5/8" iron rod in the North Right of Way line of F.M. 1585, in all 370.10 feet to a point near the center of F.M. 1585 for the Southeast corner of this tract.

THENCE N 88°02'13" W, with the South line of Section 21 and with F.M. 1585, a distance of 1434.92 feet to the Place of Beginning and containing 12.193 Acres including any Right of Way

Scale: 1"=200'

Jared Squires  
and  
Kingdom  
Prep

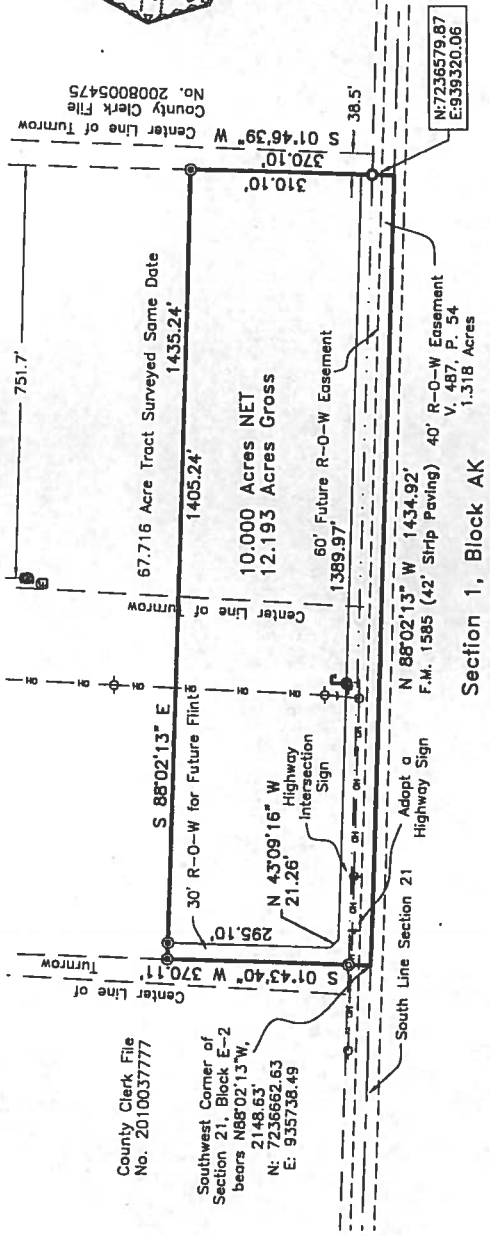


J.M. CIESZINSKI, RPLS # 4480  
 PLAT SHOWN AS SURVEYED ON THE GROUND  
 April 11, 2013

**ABACUS ENGINEERING SURVEYING**  
 2737 81st Street  
 LUBBOCK, TEXAS  
 806-745-7870

Count on It!

TEXAS SURVEYING NO. 101153-00  
 TEXAS ENGINEERING FIRM NO. 4388

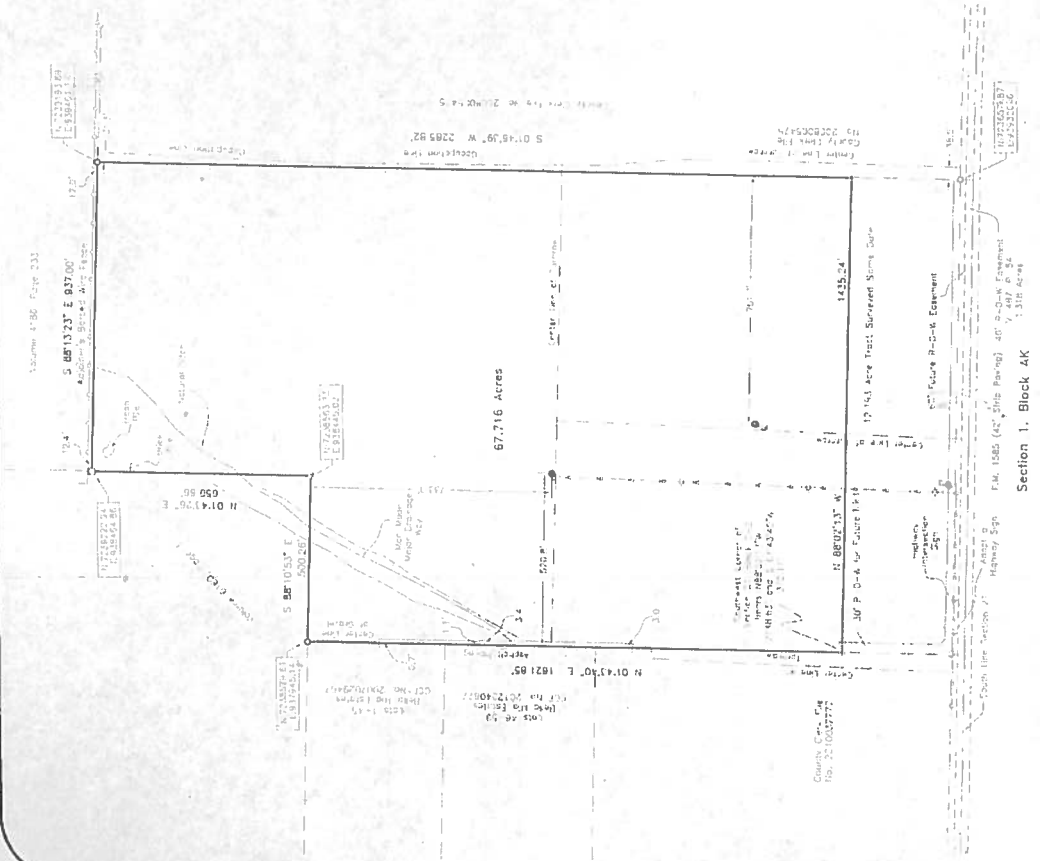


Section 1, Block AK

5. COORDINATE SYSTEM: TEXAS NORTH CENTRAL ZONE COORDINATE SYSTEM, DATUM: NAD 83, EARTH MODEL: GRS 80, DATUM SHIFT: 1111.000, 598.000, 1111.000

**Surveyor's Pledge**  
 I, the undersigned, being a duly qualified and licensed Surveyor in the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears in my records, and that the same is a true and correct copy of the original survey as the same appears in my records, and that the same is a true and correct copy of the original survey as the same appears in my records.

**Plot and Field Notes**  
 on a 67.716 Acre Parcel of Section 21, Block  
 E-2, Lubbock County, Texas



**FIELD NOTES**  
 The following is a true and correct copy of the original survey as the same appears in my records, and that the same is a true and correct copy of the original survey as the same appears in my records, and that the same is a true and correct copy of the original survey as the same appears in my records.



*J.M. Clegg*  
 J.M. CLEGG, S.S. 4483  
 P.O. BOX 10, DALLAS, TEXAS 75201  
 PHONE

**ADACUS ENGINEERING**  
 2701 Blair Street  
 Dallas, Texas 75201  
 Phone 754-2420  
 Texas Engineering, P.E. No. 4560

# PETITION FOR VOLUNTARY ANNEXATION

**To: The Mayor and Governing Body of the City of Lubbock, Texas**

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

Real Property Resources

By: Chris Berry

Name: CHRIS BERRY

Title: VICE PRESIDENT

KPA Ministries

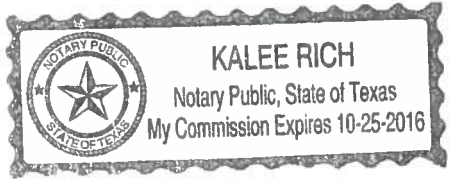
By: Samuel J. Hawthorne

Name: Samuel J. Hawthorne

Title: Director

THE STATE OF TEXAS       §  
  §  
COUNTY OF LUBBOCK       §

The foregoing instrument was acknowledged before me on the 13 day of June, 2013, by Chris Berry, the Vice President of Real Property Resources, on behalf of said corporation.



Kalee Rich  
Notary Public, State of Texas

THE STATE OF TEXAS       §  
  §  
COUNTY OF LUBBOCK       §

The foregoing instrument was acknowledged before me on the 13<sup>th</sup> day of June, 2013, by Samuel J. Hawthorne, the Director of KPA Ministries, on behalf of said corporation.



Suzi Fuentes  
Notary Public, State of Texas



Exhibit (A)

FIELD NOTES on a 67.716 Acre tract out of Section 21, Block E-2, Lubbock County, Texas being further described by metes and bounds as follows:

BEGINNING at a set 1/2" rod with stainless steel cap marked Abscus Engineering RPLS 4460 for the Southwest corner of this tract and the Northwest corner of a 12.193 acre tract surveyed the same date from which the Southwest corner of Section 21 Block E 2 bears N 88° 02' 13" W (Texas North Central Zone Bearing Basis), 2148.63 feet and S 01° 43' 40" W, 370.11 feet;

THENCE N 01° 43' 40" E, with the East line of the tract described in County Clerk File No. 2010337777, Lubbock County Official Public Records, (LCOPR), the East line of the Plat Limits of Lots 46 through 59, Bella Mia Estates recorded in County Clerk File No. 2012040677, LCOPR, and the East line of the Plat Limits of Lots 1 through 45, Bella Mia Estates recorded in County Clerk File No. 2007029467, LCOPR, a distance of 1621.35 feet to a found 5/8" iron rod for the most Westerly Northwest corner of this tract.

THENCE S 88° 10' 53" E, with the South line of the tract described in Volume 6160, Page 3, Lubbock County Real Property Records (LCRPR), 500.26 feet to a found rod with yellow cap for a corner of this tract.

THENCE N 01° 43' 26" E, with the East line of the tract described in Volume 6160, Page 3, LCRPR, 659.66 feet to a found 1/2" iron rod for the most Northerly Northwest corner of this tract.

THENCE S 38° 13' 23" E, with the South line of the tract described in Volume 418E, Page 233, LCRPR, 937.00 feet to a found 5/8" iron rod for the Northeast corner of this tract.

THENCE S 01° 46' 39" W, with the West line of the tract described in County Clerk File No. 2008605475, LCOPR, 2265.82 feet to a set 1/2" rod with cap for the Southeast corner of this tract and the Northeast corner of the 12.193 acre tract.

THENCE N 88° 02' 13" W, with the North line of the 12.193 acre tract, a distance of 435.24 feet to the Place of Beginning and containing 67.716 Acres including any Right of Way.

*Jared Aguirre*  
*[Signature]*

FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

*Kelly Pinion*

Kelly Pinion, County Clerk  
Lubbock County TEXAS

May 09, 2013 02:17:17 PM

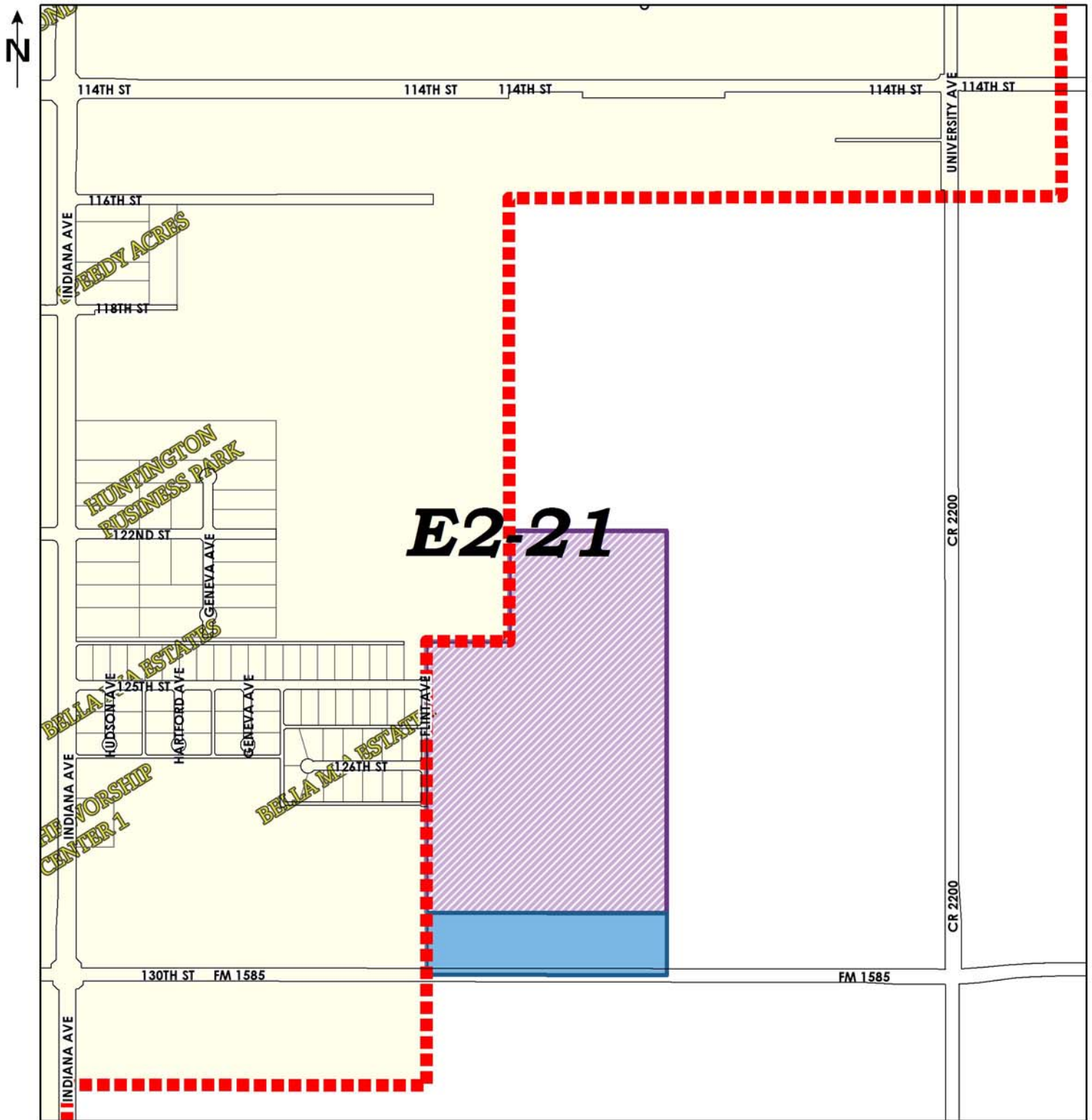
FEE: \$20.00

2013018785



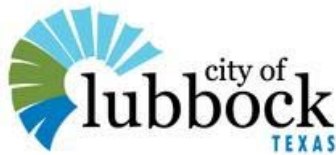


# Proposed Annexation of 2 Tracts Located in Section 21, Block E-2



- 12.193 ac Tract
- 67.716 ac Tract
- Current City Limits





**Regular City Council Meeting**

**6. 2.**

**Meeting Date:** 07/11/2013

**Information**

**Agenda Item**

**Public Hearing - Police Department:** Conduct the first of two public hearings to receive comments on the Juvenile Curfew Ordinance, which was recodified in 2012.

**Item Summary**

Texas Local Government Code – Section 370.002 requires: (a) before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioner’s court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioner’s court of the county shall:

- (1) Review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
  - (2) Conduct public hearings on the need to continue the ordinance or order; and
  - (3) Abolish, continue, or modify the ordinance or order.
- (b) Failure to act in accordance with Subsections (a) 1- 3 shall cause the ordinance or order to expire.

The Juvenile Curfew ordinance is an invaluable tool, reducing school truancy and possible criminal activities. The ordinance is enforced by the LPD as well as the LISD Police Department. The ordinance increases citizen awareness of juvenile offenses and the need to monitor juvenile offender activities through aggressive intervention and enforcement.

A review of the ordinance’s effectiveness, for January 2010 – May 2013, indicates 713 juvenile curfew citations were issued. A majority of these citations were issued by the LISD Police Department. However, LPD operations are greatly enhanced by the ordinance. The 713 citations issued is a prime indicator of the impact this ordinance can have on reported crime. Arrest data on crimes commonly committed by juvenile offenders for January 2010 – May 2013, shows the activity is still ongoing, as indicated:

2010	2011	2012	2013
Criminal Mischief 34	Criminal Mischief 64	Criminal Mischief 62	Criminal Mischief 29
Thefts 517	Thefts 337	Thefts 336	Thefts 99
Drugs 162	Drugs 149	Drugs 174	Drugs 98

In addition, this ordinance compels parental accountability for their children’s actions through mandated court appearances and court ordered community service. Most violators are required to pay court fees and perform community service assigned by the Municipal Court Juvenile Judge. With this ordinance in place, Municipal Court will continue to have leverage on parental accountability through a fine structure for offenders failing to complete the mandated service hours or for habitually violating the ordinance.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Roger Ellis, Chief of Police

## Article 14.03 Minors

### Division 2. Curfew\*

#### Sec. 14.03.031 Established

(a) It shall be unlawful for any person sixteen (16) or less years of age to be or remain in or upon any public place or in or upon any establishment within the city between the hours of 11:00 p.m. and 6:00 a.m. of the following day, official city time, except that on Fridays and Saturdays and nights next preceding school holidays (not including summer vacation) the hours shall be from 12:00 midnight to 6:00 a.m.

(b) It shall be unlawful for any person aged six (6) to sixteen (16) years of age, inclusive, to be or remain in or upon any public place or in or upon any establishment within the city between the hours of 9:00 a.m. and 2:30 p.m. on a school day.

(1983 Code, sec. 18-47; Ordinance 2004-O0114, sec. 1, adopted 10/11/2004; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

#### Sec. 14.03.032 Exceptions

(a) Numerous exceptions will be provided in this section to indicate that this is not a mere prohibitory or presence type curfew ordinance. More exceptions become available to juveniles with increasing years and advancing maturity as appropriate in the interest of reasonable regulation. In the following exceptional cases a juvenile in or upon any public place or in and upon an establishment shall not be deemed in violation of this division. This section is intended as a clear general guide for juveniles, their parents, and enforcement officials:

- (1) When the juvenile is accompanied by his parent, legal guardian or authorized adult supervisor.
- (2) When exercising First Amendment rights protected by the United States Constitution, such as the free exercise of religion, freedom of speech and the rights of assembly, whether parade or demonstration, has been permitted by the city pursuant to article 20.10 of this code, or other bona fide religious, social or school activities involving the right to assemble.
- (3) When engaged in performing an errand or other legitimate business at the direction of a parent, guardian or supervisory adult, including travel to and from such location by a direct route.
- (4) When the juvenile is on the sidewalk at the place where such juvenile resides, or on the sidewalk of either next-door neighbor, when said neighbor does not object to such presence.

(5) When the juvenile is engaged in employment activities, such as, but not restricted to, newspaper delivery.

(b) All of the above cited exceptions to this division include travel to and from such activity by a direct route, and this division is in no way to be construed as a limitation upon normal travel by a juvenile engaged in interstate movement.

(c) Each of the foregoing exceptions is severable and in addition other possible exceptions may be added hereto in the future as warranted by experience as illuminated by the views of student government associations, school personnel, citizens, neighborhood spokesmen, parents, officers and persons in authority concerned positively with minors as well as juvenile delinquency.

(d) With respect to section 14.03.031(b) of this division, it shall be an exception that the offense occurred during a scheduled school vacation or holiday observed by the school in which the juvenile is enrolled; or that the juvenile has graduated from high school or received a high school equivalency certificate; or that the juvenile has been emancipated by law; or that the juvenile has permission to be absent from school or to be in a public place from a school official, which in the case of a child being educated in a home school includes [a parent.]

(1983 Code, sec. 18-48; Ordinance 2004-O0114, sec. 1, adopted 10/11/2004; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

#### **Sec. 14.03.033 Parental responsibility**

It shall be unlawful for a parent knowingly to permit or by insufficient control to allow a juvenile in his or her care to be or remain in any public place or to be or remain in any establishment other than for excepted activities during the curfew hours established by this division. The term “knowingly” includes knowledge that a parent should reasonably be expected to have concerning the whereabouts of a juvenile in such parent’s custody. It shall be prima facie evidence of violation of this section if a responsible parent has no knowledge of the juvenile’s whereabouts during the hours of curfew established by this division. The purpose of this section is to require neglectful or careless parents to meet the community standard of parental responsibility. (1983 Code, sec. 18-49; Ordinance 2004-O0114, sec. 1, adopted 10/11/2004; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

#### **Sec. 14.03.034 Establishment owner’s responsibility**

It shall be unlawful for the owner or operator of a business establishment to allow a juvenile to remain upon such business premises during the hours of curfew established in this division beyond the time necessary to conduct an excepted activity. It shall be no defense to this section that a juvenile made a purchase, if the juvenile did not immediately make such purchase upon arrival and depart immediately thereafter. It shall be a defense to prosecution under this section that the owner or operator of such business establishment has promptly notified the Lubbock Police Department that juveniles present on the premises after hours have refused to depart.

(1983 Code, sec. 18-50; Ordinance 2004-O0114, sec. 1, adopted 10/11/2004; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

**Sec. 14.03.035 Police procedures**

(a) A city police officer, upon finding or having his or her attention called to any juvenile in or on a public place or in or on the premises of a business establishment in prima facie violation of this division, may take the juvenile into custody. Such juvenile may be transported to a juvenile curfew processing office designated by the police chief. Upon arrival at the juvenile curfew processing office, a parent, legal guardian or other responsible adult shall be immediately notified to pick up such juvenile at the juvenile curfew processing office. A police officer taking a juvenile into custody shall also have discretion to release such juvenile to a parent, legal guardian or other responsible adult under circumstances deemed appropriate by the officer. A police officer also may issue a warning notice to the juvenile in accordance with section 52.01 of the Texas Family Code and order such juvenile to go directly and promptly to his or her home. Delinquent conduct or conduct indicating a need for supervision under sections 51.03 and 52.01 of the Texas Family Code shall be handled in accordance with applicable provisions of the Family Code pertaining to such conduct, and juveniles in prima facie violation of such provisions may not be taken to the city's curfew processing facility.

(b) Upon picking up a juvenile in custody, said parent, legal guardian or other responsible adult may be questioned about the circumstances of such activity by the juvenile. This is intended to permit ascertainment, under constitutional safeguards, of relevant facts, and to centralize responsibility for accurate, effective, fair, impartial and uniform enforcement and recording, thus making available experienced supervisory personnel, the best of facilities, and, if required, referral to social agencies equipped to handle family problems that may be disclosed by investigation. In the absence of convincing identification, a police officer on the street may use his or her best judgment in determining age. Police procedures shall be constantly refined in the light of experience, and changes herein may be made on the basis of such experience.

(c) In any event, a police officer shall within twenty-four (24) hours file a written report on the juvenile incident or shall participate to the extent possible in the preparation and filing of such a report by his supervisor.

(d) When a parent, legal guardian or other responsible adult has come to take charge of a juvenile and the appropriate information has been received, the juvenile shall be released to the custody of the parent, legal guardian or other responsible adult. If a parent, legal guardian or other responsible adult cannot be located or fails to take charge of the juvenile, then the juvenile shall be released to appropriate authorities. However, the police department shall have the discretion to refuse to release a juvenile to an adult other than the parent or legal guardian of the juvenile.

(e) A juvenile may not be held at the juvenile curfew processing office for more than six (6) hours. During such time, the following procedures shall be observed:

- (1) The office must be an unlocked, multipurpose area that is not designated, set aside, or used as a secure detention area or part of a secure detention area;
- (2) The juvenile may not be secured physically to a cuffing rail, chair, desk, or stationary object;
- (3) The juvenile may not be held longer than necessary to accomplish the purposes of identification, investigation, processing, release to parents, guardians or custodians, and arrangement of transportation to school or court;
- (4) The office may not be designated or intended for residential purposes; and
- (5) The juvenile must be under continuous visual supervision by a peace officer or other person during the time the juvenile is in the juvenile curfew processing office.

(1983 Code, sec. 18-51; Ordinance 2004-O0114, sec. 1, adopted 10/11/2004; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

#### **Sec. 14.03.036 Penalties**

Prevailing community standards as reflected by this division require the availability of criminal penalties in order for this division to be a viable instrument for the maintenance of such standards. Consequently, violation of this division by a juvenile, parent, or business establishment owner or operator, shall be deemed a misdemeanor punishable in accordance with section 1.01.004 of this code. (1983 Code, sec. 18-52; Ordinance 2004-O0114, sec. 1, adopted 10/11/2004; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

#### **Sec. 14.03.037 Severability**

Severability is intended throughout and within this division. If any provision, including any section, paragraph, sentence, clause, phrase or word or the application thereof to any person or circumstance is held invalid, the application to other persons or under other circumstances shall not be affected thereby and the validity of the division in any and all other respects shall not be affected thereby. It is intended that this division be held inapplicable in any case if such exists, where its application would be unconstitutional. A constitutional construction hereof is intended and shall be given. There is no intent herein to violate either the Texas Constitution or the Constitution of the United States of America. (1983 Code, sec. 18-53; Ordinance 2004-O0114, sec. 1, adopted 10/11/2004; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)

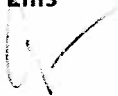
#### **Sec. 14.03.038 Continuing evaluation**

Ordinance 2004-O0114, which is codified as this division, shall be reviewed every third year prior to October 30 of such year as required by section 370.002 of the Local Government Code. The first review shall be conducted no later than October 30, 2007, and every third year thereafter. Such review shall be conducted following a public hearing upon the need to continue this division, and the city council shall have the option to continue, abolish or modify this

division based upon their review of this division's effects on the community and on the problems this division is intended to remedy. (1983 Code, sec. 18-54; Ordinance 2004-O0114, sec. 1, adopted 10/11/2004; Ordinance 2012-O0084, sec. 1, adopted 8/23/2012)



City Of Lubbock  
Memo

**TO:** Chief Roger Ellis  
**FROM:** Lt. C. Powe   
**DATE:** 05-15-2013  
**SUBJECT:** Juvenile Curfew Ordinance

---

The City of Lubbock Juvenile Curfew ordinance is an invaluable tool for local law enforcement. This tool is used to reduce school truancy and possible criminal activity. This tool is not only utilized by our department, but also by the Lubbock Independent School District (LISD) Police Department, Frenship and Lubbock Cooper Independent School District Police Departments and other law enforcement agencies with jurisdiction within the Lubbock city limits. Also, this ordinance has increased citizen awareness of juvenile offenses and the need to monitor offender activity through aggressive intervention and enforcement.

A recent review of the ordinance and enforcement effectiveness, for January 2010 – May 2013, indicated law enforcement issued 713 juvenile curfew citations. A majority of these citations were issued by the LISD Police Department. However, our operations are greatly enhanced by the remedy the ordinance provides an officer when dealing with juvenile offender.

The 713 citations issued is a prime indicator of the impact this ordinance can have on our reported crime. Arrest data on crimes commonly committed by juvenile offenders for January 2010 – May 2013, shows the activity is still ongoing:

<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Criminal Mischief 34	Criminal Mischief 64	Criminal Mischief 62	Criminal Mischief 29
Thefts 517	Theft 337	Theft 336	Theft 99
Drugs 162	Drugs 149	Drugs 174	Drugs 98

Therefore, the aggressive enforcement of this ordinance will continue to enhance our ability to investigate and proactively address these crimes.

In addition, this ordinance compels parental accountability for their children's actions through mandated court appearances and task completion. Initially, most violators are required to pay court fees and perform pre-determined community service assessed by the Municipal Court Juvenile Judge. With this ordinance in place, Municipal Court will continue to have leverage on parental accountability through a fine structure for those offenders failing to complete their mandated service hours or for habitually violating the ordinance.

## **Texas Local Government Code - Section 370.002. Review Of Juvenile Curfew Order Or Ordinance**

§ 370.002. REVIEW OF JUVENILE CURFEW ORDER OR

ORDINANCE. (a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year thereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:

(1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;

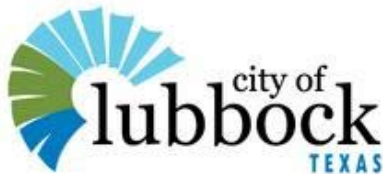
(2) conduct public hearings on the need to continue the ordinance or order; and

(3) abolish, continue, or modify the ordinance or order.

(b) Failure to act in accordance with Subsections

(a)(1)-(3) shall cause the ordinance or order to expire.

Added by Acts 1995, 74th Leg., ch. 262, § 96, eff. May 31, 1995.



## Regular City Council Meeting

6. 3.

Meeting Date: 07/11/2013

---

### Information

#### Agenda Item

**Resolution – Public Works Water Resources:** Consider a resolution approving the Texas Instruments Incorporated application to the City of Lubbock for a Municipal Settings Designation (MSD) and supporting the same MSD application to Texas Commission on Environmental Quality (TCEQ) for property located at 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Additions, Lubbock, County, Texas.

#### Item Summary

Redevelopment of former industrial property is frequently delayed or prevented due to concerns about groundwater contaminants. Consequently, the State legislature provides alternative means for addressing groundwater issues through H.B. 3152 in 2003. In 2006, the City Council adopted Ordinance No. 2006-00133 as a means for participating in the process, allowing properties to receive MSD status when groundwater use for potable purposes is not required and/or an alternative potable water source is available. Provided all requirements of law are met, MSD status precludes the necessity for remediating the groundwater within the MSD boundary. Public health is protected through restrictions on the use of the groundwater. However, soil and air contaminants must still be assessed and remediated, if present.

The Texas Commission on Environmental Quality (TCEQ) determined that property located at 2301 North University Avenue known as the former Texas Instrument's facility (currently owned and operated by X-Fab) overlays groundwater primarily contaminated by tetrachloroethene (PCE) and 1,1 – dichloroethylene (DCE). Texas Instruments has submitted an application to the City for the adoption of an MSD ordinance restricting the use of groundwater on X-Fab's property and for the adoption of a supporting resolution.

This resolution is necessary to comply with Ordinance No. 2006-00133 and supports the associated agenda item (Item 6.1) that adopts an ordinance establishing the X-Fab property as an MSD. Support of the accompanying ordinance and this resolution enables Texas Instruments to formally apply to the TCEQ for MSD status. These two items must be considered together. They do not stand alone.

To assist in notifying all interested citizens and to provide opportunities for public input regarding this MSD, the City has:

- \* held a public information meeting on May 21, 2013 with notifications being mailed to approximately 800 landowners within a half mile of the MSD area and registered water well owners within five miles of the MSD area.
- \* held a public hearing on May 23, 2013 to discuss and take action on the MSD ordinance and associated resolution supporting Texas Instruments MSD application to the TCEQ.
- \* provided notices to more than 40 interested citizens that attended the public information meeting that the second reading of the MSD ordinance and associated resolution would be considered on the July 11, 2013 council agenda.

At the May 23, 2013 City Council meeting, the first reading of the MSD ordinance was passed by the City

Council. However, a vote on the supporting resolution was postponed.

**Fiscal Impact**

None.

**Staff/Board Recommending**

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

---

---

**Attachments**

Resolution - TI Facility

---

---

## RESOLUTION

WHEREAS, pursuant to Article 22.10 of the Code of Ordinances of the City of Lubbock, Texas, Texas Instruments Incorporated has requested to designate the property of the former Texas Instruments Facility, 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Addition, Lubbock County, Texas, and even more particularly described by metes and bounds in Exhibit A which is attached hereto and incorporated herein as though set forth fully with a municipal settings designation; and

WHEREAS, the groundwater beneath the property described in Exhibit A is contaminated with certain contaminants as outlined and described in Exhibit B, which is attached hereto and incorporated herein as though set forth fully herein; and

WHEREAS, the City of Lubbock has established an ordinance outlining the procedure for a party seeking to designate property with a municipal settings designation within the corporate limits of the City of Lubbock with a municipal settings designation and as further provided for under §361.801 et. seq. of the Texas Health and Safety Code; and

WHEREAS, the ordinance granting Texas Instruments Inc. request to designate the property described in Exhibit A with a municipal settings designation is attached hereto as Exhibit C and incorporated herein as though set forth fully herein; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock, for the State of Texas to approve the City of Lubbock's application for a municipal settings designation for the property described in Exhibit A, thus prohibiting the potable use of the groundwater beneath the described property and restricting the non-potable use of the groundwater beneath the described property.

NOW THEREFORE,

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

SECTION 1. THAT pursuant to Section 361.8065(a)(1) of the Texas Health and Safety Code and pursuant to Section 22.10.008 of the Code of Ordinances of the City of Lubbock, the City Council deems it to be in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock, for the City of Lubbock to approve the Texas Instruments Incorporated application for a municipal settings designation for the property described in Exhibit A, prohibiting the potable use of the groundwater beneath the described property and restricting the non-potable use of the groundwater beneath the described property.

SECTION 2. THAT pursuant to Section 361.8065(a)(1) of the Texas Health and Safety Code and pursuant to Section 22.10.008 of the Code of Ordinances of the City of Lubbock, the City Council deems it to be in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock, for the City of Lubbock to support a municipal settings designation application for the same property to the Texas Commission on Environmental Quality.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013.


CITY OF LUBBOCK, TEXAS


\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:


\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Aubrey A. Spear, P.E.  
Director of Water Resources

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Laura A. W. Pratt  
Assistant City Attorney

Resolution - MSD Texas Instruments 6.5.13



EXHIBIT B

Contaminant Summary  
Former Texas Instruments Facility – Lubbock, Texas

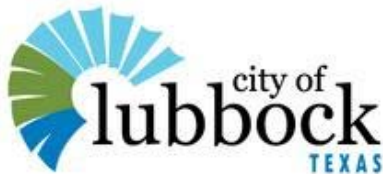
The data show that the groundwater at the proposed MSD is contaminated with the following classes of chemicals greater than federal drinking water Maximum Contamination Levels (MCLs), or the Texas Protective Concentration Levels (PCLs):

- Volatile Organic Compounds (VOCs)

The following table indicates the highest concentrations greater than the MCLs or PCLs from the historical highest concentrations and the most recent high concentrations.

Groundwater Impacts Exceeding Potable Drinking Water Criteria							
Chemical Name	CAS Number*	Potable Water Standard (mg/L)	Maximum Conc. Reported in Groundwater (mg/L)	MSD-Adjusted PCLs (mg/L)	Location	Date	Notations
PCE	127-18-4	0.005	0.377	64	CE-MW - 2	9-Sep-1999	The highest historical concentrations
1,1 DCE	75-35-4	0.007	0.77	215	CE-MW-11	7-Mar-2001	
PCE	127-18-4	0.005	0.238	64	CE-MW - 2	11-Jul-2011	The most recent high concentrations
1,1 DCE	75-35-4	0.007	0.185	215	CE-MW - 20	11-Jul-2011	

\*CAS = Chemical Abstract Number



## Regular City Council Meeting

6. 4.

Meeting Date: 07/11/2013

---

### Information

#### Agenda Item

**Ordinance 2nd Reading – Public Works Water Resources:** Consider an Ordinance 2013-O0058 prohibiting the potable use of groundwater and placing specific restrictions on the non-potable use of groundwater beneath the property of the former Texas Instruments Facility, 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Additions, Lubbock, County, Texas.

#### Item Summary

Redevelopment of former industrial property is frequently delayed or prevented due to concerns about groundwater contaminants. Consequently, the State legislature provides alternative means for addressing groundwater issues through H.B. 3152 in 2003. In 2006, the City Council adopted Ordinance No. 2006-00133 as a means for participating in the process, allowing properties to receive MSD status when groundwater use for potable purposes is not required and/or an alternative potable water source is available. Provided all requirements of law are met, MSD status precludes the necessity for remediating the groundwater within the MSD boundary. Public health is protected through restrictions on the use of the groundwater. However, soil and air contaminants must still be assessed and remediated, if present.

The Texas Commission on Environmental Quality (TCEQ) determined that property located at 2301 North University Avenue known as the former Texas Instrument's facility (currently owned and operated by X-Fab) overlays groundwater primarily contaminated by tetrachloroethene (PCE) and 1,1 – dichloroethylene (DCE). Texas Instruments has submitted an application to the City for the adoption of an MSD ordinance restricting the use of groundwater on X-Fab's property and for the adoption of a supporting resolution. The proposed Texas Instruments MSD meets the specific criteria established by law to qualify for MSD status pending the City's adoption of the resolution and associated ordinance. These criteria include:

- An alternate potable water source, such as a municipal water supply, must be available;
- A legal description of the outer boundaries of the MSD must be established;
- A public hearing must be held after proper notifications;
- A local procedural ordinance or restrictive covenant enforceable by the municipality prohibiting potable use of groundwater within the boundaries of the designated MSD area must be approved by the City Council;
- Cities, utilities, and private water well owners found to be within five miles of the area proposed for designation must be identified and notified;
- Cities and retail public utilities have veto power over proposed MSDs, and each MSD must be supported by the City Council to qualify; and
- A properly completed application including legal description, use restrictions, proof of notice, and a filing fee

must be submitted to and subsequently approved by the Executive Director of the TCEQ.

This ordinance is necessary to comply with Ordinance No. 2006-00133 and must be considered in connection with the associated resolution (Agenda Item 6.0) that supports this ordinance and enables Texas Instruments to formally apply to the TCEQ for MSD status. These two items must be considered together. They do not stand alone.

To assist in notifying all interested citizens and to provide opportunities for public input regarding the establishment of an MSD area by ordinance, the City has:

\* held a public information meeting on May 21, 2013 with notifications being mailed to approximately 800 landowners within a half mile of the MSD area and registered water well owners within five miles of the MSD area.

\* held a public hearing on May 23, 2013 to discuss and take action on the proposed MSD ordinance and associated resolution supporting Texas Instruments MSD application to the TCEQ.

\* provided notices to more than 40 interested citizens that attended the public information meeting that the second reading of the MSD ordinance and associated resolution would be considered on the July 11, 2013 council agenda.

At the May 23, 2013 City Council meeting, the first reading of the MSD ordinance was passed by the City Council. However, a vote on the supporting resolution was postponed.

**Fiscal Impact**

None.

**Staff/Board Recommending**

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

---

**Attachments**

Ordinance - TI Facility

---

**ORDINANCE NO. 2013-O \_\_\_\_\_**

AN ORDINANCE PROHIBITING THE POTABLE USE OF DESIGNATED GROUNDWATER AND RESTRICTING THE NON-POTABLE USE OF GROUNDWATER FROM BENEATH THE PROPERTY OF THE FORMER TEXAS INSTRUMENTS FACILITY, 2301 NORTH UNIVERSITY AVENUE, LUBBOCK, TEXAS, MORE PARTICULARLY DESCRIBED AS A 203.377 ACRE TRACT OF LAND LOCATED IN TRACT A OF THE TEXAS INSTRUMENTS ADDITIONS, LUBBOCK COUNTY, TEXAS; PROVIDING FOR A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, pursuant to Article 22.10 of the Code of Ordinances of the City of Lubbock, Texas, Texas Instruments Incorporated has requested to designate the property of the former Texas Instruments Facility, 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Addition, Lubbock County, Texas, and even more particularly described by metes and bounds in Exhibit A which is attached hereto and incorporated herein as though set forth fully with a municipal settings designation;

WHEREAS, the groundwater beneath the property described in Exhibit A is contaminated with certain contaminants as outlined and described in Exhibit B, which is attached hereto and incorporated herein as though set forth fully herein;

WHEREAS, the use of municipal setting designations within the corporate limits of the City of Lubbock and its extraterritorial jurisdiction allows for a state-evaluated corrective action process for groundwater that is directed toward protection of human health and the environment, balanced with the economic welfare of the citizens of the City;

WHEREAS, where public drinking water is available, the potable use of groundwater in designated areas should be prohibited to protect public health, safety, and welfare when the quality of the groundwater presents an actual or potential threat to human health;

WHEREAS, pursuant to Section 22.10.005 of the Code of Ordinances of the City of Lubbock, City of Lubbock staff has reviewed the application that was filed with the City Secretary;

WHEREAS, pursuant to Sections 22.10.006 and 22.10.007 of the Code of Ordinances of the City of Lubbock, the Director of Water Resources has determined that the application by the City of Lubbock is complete, scheduled a public hearing and caused the publication of same, and caused the erection of one sign on the property stating that a municipal settings designation has been requested along with appropriate contact information;

WHEREAS, pursuant to Section 22.10.008 of the Code of Ordinances of the City of Lubbock, a public hearing was held whereby the public was allowed an opportunity to provide input to help determine whether a municipal settings designation would be appropriate for the property described in Exhibit A and whether using groundwater for potable use within the municipal settings designation be prohibited and whether the non-potable use of the groundwater should be restricted; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the public, health, and safety of the citizens of the City of Lubbock to approve the application for a municipal settings designation for the property described in Exhibit A thus prohibiting the potable use of the groundwater beneath the described property and restricting the non-potable use of the groundwater beneath the described property;

NOW THEREFORE:

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

SECTION 1: THAT the property of the former Texas Instruments Facility, 2301 North University Avenue, Lubbock, Texas, more particularly described as a 203.377 acre tract of land located in Tract A of the Texas Instruments Addition, Lubbock County, Texas, and even more particularly described by metes and bounds in Exhibit A which is attached hereto and incorporated herein as though set forth fully herein be granted a municipal settings designation.

SECTION 2: THAT the potable use of the groundwater beneath the subject property described in Exhibit A is strictly prohibited.

SECTION 3: THAT the non-potable use of the groundwater beneath the property described in Exhibit A is restricted to non-potable purposes including sampling and remediation and other non-potable uses not identified herein but agreed to by the City by and through the Director of Water Resources or the Director's designee.

SECTION 4: THAT any person who knowingly violates any provision of this ordinance shall be guilty of a misdemeanor and upon conviction shall be punished by a fine up to the maximum amount allowed by state law.

SECTION 5: THAT the City Council finds and declares that sufficient written notice of the date, hour, place, and subject of this meeting of the Council was posted at a designated place convenient to the public at the City Hall for the time required by law preceding this meeting, that such place of posting was readily accessible at all times to the general public, and that all of the foregoing was done as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered, and formally acted upon. The City Council

further ratifies, approves, and confirms such written notice and the contents of posting thereof.

SECTION 6: 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 7: 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 provided by law.

AND IT IS SO ORDERED

Passed by the city council on first reading this \_\_\_ day of \_\_\_\_\_, 2013.

Passed by the city council on second reading this \_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

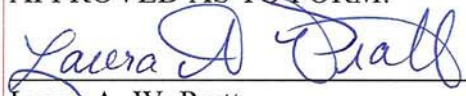
ATTEST:

\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Aubrey A. Spear, P.E.  
Director of Water Resources

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Laura A. W. Pratt  
Assistant City Attorney

MSD - Texas Instruments 5.6.13



EXHIBIT B

Contaminant Summary  
Former Texas Instruments Facility – Lubbock, Texas

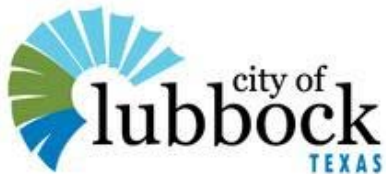
The data show that the groundwater at the proposed MSD is contaminated with the following classes of chemicals greater than federal drinking water Maximum Contamination Levels (MCLs), or the Texas Protective Concentration Levels (PCLs):

- Volatile Organic Compounds (VOCs)

The following table indicates the highest concentrations greater than the MCLs or PCLs from the historical highest concentrations and the most recent high concentrations.

Groundwater Impacts Exceeding Potable Drinking Water Criteria							
Chemical Name	CAS Number*	Potable Water Standard (mg/L)	Maximum Conc. Reported in Groundwater (mg/L)	MSD-Adjusted PCLs (mg/L)	Location	Date	Notations
PCE	127-18-4	0.005	0.377	64	CE-MW - 2	9-Sep-1999	The highest historical concentrations
1,1 DCE	75-35-4	0.007	0.77	215	CE-MW-11	7-Mar-2001	
PCE	127-18-4	0.005	0.238	64	CE-MW - 2	11-Jul-2011	The most recent high concentrations
1,1 DCE	75-35-4	0.007	0.185	215	CE-MW - 20	11-Jul-2011	

\*CAS = Chemical Abstract Number



**Regular City Council Meeting**

**6. 5.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Resolution - Councilman Todd Klein:** Consider a resolution amending Lubbock City Council Resolution No. 2013-R0146 by adding language requiring the timely presentation of certain financial impact and related information in connection with items to be considered by the Lubbock City Council.

**Item Summary**

As stated above.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Todd Klein, Councilman, District 3

---

**Attachments**

Resolution - Councilman Todd Klein

---

## RESOLUTION

WHEREAS, the City Council of the City of Lubbock, in a continuing effort to ensure transparency, open government, and good governance, previously adopted Resolution No. 2013-R0146, which requires, absent an express waiver by the City Council, all items to be considered by the body to have been presented in complete form no later than seventy-two (72) hours prior to the meeting; and

WHEREAS, a question has arisen as to whether the aforementioned Resolution requires that certain information supplemental to the item to be considered by the City Council, such as financial impact statements, be likewise subject to the seventy-two (72) hour limitation; and

WHEREAS, it most effectively achieves the necessary and laudable best practices of good governance to provide all anticipated costs in connection with an action item, by specific dollar amount, and where said specific amounts may not be ascertained, a maximum "not-to-exceed" cost should be presented; and

WHEREAS, the City Council now desires to refine its existing statement of resolve to include matters supplemental and otherwise essential to a complete understanding of a matter before the City Council to be presented to the City Council in accordance with the principles set forth in Resolution No. 2013-R0146, said matters to include, without limitation, financial impact statements of the item and any activities precedent thereto; NOW THEREFORE:

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

THAT except in emergency circumstances, or where there is an urgent public necessity where a meeting of the Lubbock City Council has been called pursuant to applicable state law, or unless waived by a majority vote of the City Council, City Council shall consider no item unless it shall be presented in completed form, subject to amendment by City Council consistent with City Council policy and procedure, not later than seventy-two hours prior to the meeting at which the item is posted for consideration. This requirement shall also apply to financial impact statements prepared in connection with the underlying item, or otherwise applicable to activities precedent thereto.

Passed by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2013.

\_\_\_\_\_  
GLEN C. ROBERTSON, Mayor

ATTEST:

---

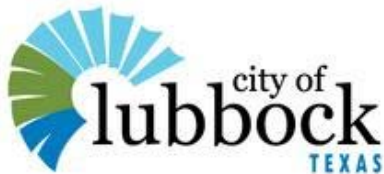
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

---

Todd Klein, Councilman, District 3

Reso.72 hr rule  
7.3.13



**Regular City Council Meeting**

**6. 6.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Board Appointments - City Secretary:** Consider 15 appointments to the Citizen Advisory Committee 2014.

**Item Summary**

During the June 13, 2013 City Council meeting Resolution 2013-R0189 passed, creating the Citizen Advisory Committee (CAC) 2014. The Committee is composed of 15 members to study the capital improvement needs of the City of Lubbock for a potential November 4, 2014 bond election. The Mayor shall appoint 3 citizens, and each Council Member shall appoint 2 citizens to the CAC.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Rebecca Garza, City Secretary

---

**Attachments**

2013-R0189 Citizens Advisory Committee

---

**RESOLUTION**

WHEREAS, City Councils have received valuable assistance in the past from Citizen Advisory Committees in studying capital improvement needs for the City of Lubbock; and

WHEREAS, the services of a Citizen Advisory Committee continue to be a valid method of determining needed capital improvements for the City's vitality; and

WHEREAS, it is beneficial for a Citizen Advisory Committee to study and to make recommendations to the City Council for capital improvement needs of the City of Lubbock, including recommendations on bond elections or other methods of financing such projects; NOW THEREFORE:

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

SECTION 1. THAT a Citizen Advisory Committee (CAC) is hereby created to be composed of fifteen (15) members to study the capital improvement needs of the City of Lubbock for a proposed November 2014 bond election.

SECTION 2. THAT the Mayor shall appoint three (3) citizens to the CAC, each City Council member shall appoint two (2) citizens to the CAC, and the Mayor shall name a chair or co-chairs of the CAC.

SECTION 3. THAT the CAC shall study the need for capital improvements in the operational areas of streets, municipal facilities, and parks, as well as other areas the CAC may deem relevant. To this end, the CAC may appoint subcommittees as needed, and recommend no election if conditions warrant.

SECTION 4. The CAC shall make a report, including recommendations, to the City Council in such form and depth as to identify specifically those capital improvement projects most needed by the City, including recommended financing. The CAC shall also consider and recommend appropriate methods to inform the public of needed capital improvements that may result in bond issues for financing the projects.

SECTION 5. The CAC may from time to time invite interested citizens and elected or appointed officials of the City of Lubbock to participate in discussions concerning the Committee's work.

SECTION 6. The CAC shall be activated for the period of time necessary to complete the study and make recommendations, if any, to the City Council for a proposed November 2014 bond election.

SECTION 7. Appointments as Chair and Members of the Committee shall be for the duration of the activation of the CAC.

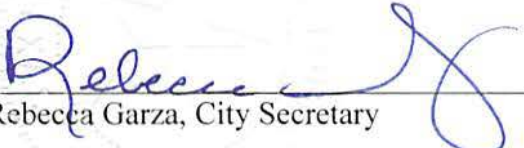
SECTION 8. The City Manager shall appoint a member of her staff to act as secretary of the CAC, and shall provide assistance to the Committee as needed to help them carry out their duties in a timely manner.

SECTION 9. The Committee shall make its final report to the Lubbock City Council no later than the second regular meeting of the Lubbock City Council in June, 2014.

Passed by the City Council this 13<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

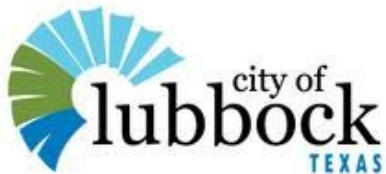
  
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Victor Hernandez, City Councilman, District 1

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, Assistant City Attorney



**Regular City Council Meeting**

**6. 7.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

**Board Appointments - City Secretary:** Appoint the Chair, or Co-Chairs, to the Citizen Advisory Committee 2014.

**Item Summary**

Per Resolution 2013-R0190, the Mayor shall name a chair or co-chair of the Citizen Advisory Committee 2014.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Rebecca Garza, City Secretary

---

**Attachments**

[2013-R0189 Citizens Advisory Committee](#)

---

**RESOLUTION**

WHEREAS, City Councils have received valuable assistance in the past from Citizen Advisory Committees in studying capital improvement needs for the City of Lubbock; and

WHEREAS, the services of a Citizen Advisory Committee continue to be a valid method of determining needed capital improvements for the City's vitality; and

WHEREAS, it is beneficial for a Citizen Advisory Committee to study and to make recommendations to the City Council for capital improvement needs of the City of Lubbock, including recommendations on bond elections or other methods of financing such projects; NOW THEREFORE:

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

SECTION 1. THAT a Citizen Advisory Committee (CAC) is hereby created to be composed of fifteen (15) members to study the capital improvement needs of the City of Lubbock for a proposed November 2014 bond election.

SECTION 2. THAT the Mayor shall appoint three (3) citizens to the CAC, each City Council member shall appoint two (2) citizens to the CAC, and the Mayor shall name a chair or co-chairs of the CAC.

SECTION 3. THAT the CAC shall study the need for capital improvements in the operational areas of streets, municipal facilities, and parks, as well as other areas the CAC may deem relevant. To this end, the CAC may appoint subcommittees as needed, and recommend no election if conditions warrant.

SECTION 4. The CAC shall make a report, including recommendations, to the City Council in such form and depth as to identify specifically those capital improvement projects most needed by the City, including recommended financing. The CAC shall also consider and recommend appropriate methods to inform the public of needed capital improvements that may result in bond issues for financing the projects.

SECTION 5. The CAC may from time to time invite interested citizens and elected or appointed officials of the City of Lubbock to participate in discussions concerning the Committee's work.

SECTION 6. The CAC shall be activated for the period of time necessary to complete the study and make recommendations, if any, to the City Council for a proposed November 2014 bond election.

SECTION 7. Appointments as Chair and Members of the Committee shall be for the duration of the activation of the CAC.

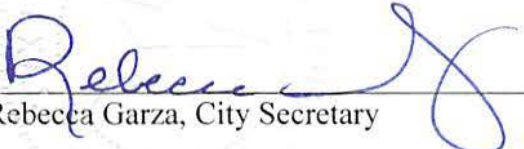
SECTION 8. The City Manager shall appoint a member of her staff to act as secretary of the CAC, and shall provide assistance to the Committee as needed to help them carry out their duties in a timely manner.

SECTION 9. The Committee shall make its final report to the Lubbock City Council no later than the second regular meeting of the Lubbock City Council in June, 2014.

Passed by the City Council this 13<sup>th</sup> day of June, 2013.

  
\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

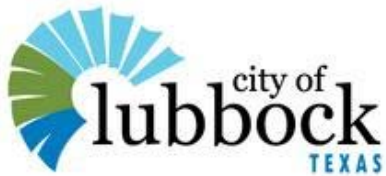
  
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Victor Hernandez, City Councilman, District 1

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Mitchell Satterwhite, Assistant City Attorney



**Regular City Council Meeting**

**6. 8.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

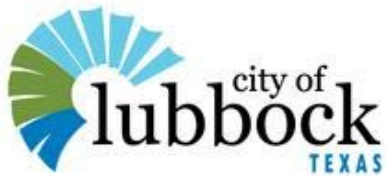
Discuss, hear, and take action regarding complaints made by the City Manager against Councilman Victor Hernandez, District 1.

**Item Summary**

**Fiscal Impact**

**Staff/Board Recommending**

---



**Regular City Council Meeting**

**6. 9.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

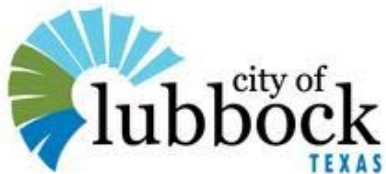
Discuss, hear, and take action regarding the City Manager's action in connection with employee complaints made against Councilman Victor Hernandez, District 1.

**Item Summary**

**Fiscal Impact**

**Staff/Board Recommending**

---



**Regular City Council Meeting**

**6. 10.**

**Meeting Date:** 07/11/2013

---

**Information**

**Agenda Item**

Consider and take action with respect to options available to the City of Lubbock in connection with the employment of the City Manager, including without limitation, disciplinary action, up to and including termination, or exercising the City's options pursuant to a Severance Agreement made with the City Manager dated on or about September 21, 2005.

**Item Summary**

**Fiscal Impact**

**Staff/Board Recommending**

---

**City of Lubbock, Texas**  
**Contract & Procurement Related Agenda Items**

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3<sup>rd</sup> 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,
<b>Professional Services</b>			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
<b>Architectural/Engineering Services</b>			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
<b>Construction</b>			
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
<b>Emergencies</b>			
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
<b>Interlocal/Real Property</b>			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
<b>Change Orders/Amendments</b>			
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 14<sup>th</sup> 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.