

City of Lubbock, Texas
Regular City Council Meeting
Tuesday, July 23, 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



Sam Medina, City Attorney
Rebecca Garza, City Secretary

<http://www.mylubbock.us>

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

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

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

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

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-7.1.

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. 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. 2. Easement and consent to allow the City to enter and to properly treat salt cedar and other invasive plant species on private property around Lake Alan Henry.
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 of land acquisition for Police Department.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.
1. 3. 1. City Attorney
1. 3. 2. City Secretary
1. 4. Hold an executive session in accordance to V.T.C.A. Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals, Canadian River Municipal Water Authority, and the Planning & Zoning Commission.

2. **Proclamations and Presentations**

- 2. 1. Invocation by Associate Pastor Randy Holman, First Baptist Church.
- 2. 2. Pledges of Allegiance
- 2. 3. Presentation of a special recognition to Catrennia Williamson for receiving the 2013 Rosie Award.
- 2. 4. Presentation of special recognition to the delegates from Musashino City, Japan.

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

4. **Minutes**

- 4. 1. June 27, 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 1st Reading - Finance:** Consider Budget Ordinance Amendment 26 amending the adopted FY 2012-13 budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG).
- 5. 2. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11401 with Lone Star Dirt & Paving, Ltd. for construction of ADA ramps and sidewalk improvements, ITB 13-11401-TF.
- 5. 3. **Ordinance 1st Reading - Public Works Traffic Engineering:** Consider an ordinance amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock with regard to the establishment of school zones.
- 5. 4. **Resolution - Information Technology:** Consider two resolutions authorizing the Mayor to execute contract 11179 with Cequel Communications, LLC dba Suddenlink Communications and contract 11411 with AT&T for internet access via non-wireless connection, RFP 13-11179-DT.

5. 5. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 14200017 with Abacus Computers, Inc. for the purchase of equipment to upgrade the Storage Area Network (SAN) for the Police Department DP-3 Server.
5. 6. **Contract Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute contract 11384 with CS Advantage USAA, Inc. for the Lubbock Memorial Civic Center roof replacement project, ITB 13-11384-TF.
5. 7. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 27500033 with Tennant Sales and Service Company for a power scrubber/sweeper for the Civic Center.
5. 8. **Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU) with Lubbock-Cooper Independent School District regarding law enforcement services.
5. 9. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute contract 11452 between the City and Texas Tech University (TTU) for campus bus service.
5. 10. **Resolution - Animal Services:** Consider a resolution authorizing the Mayor to execute contract 11380 with JLW-LBB Veterinary Clinic, PA dba Kingsgate Animal Hospital for veterinary services, RFP 13-11380-DT.
5. 11. **Resolution - Economic Development:** Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Professional Rebuild & Optimal Service, LLC for economic development purposes.
5. 12. **Resolution - Economic Development:** Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to AmpliSine Labs, LLC for economic development purposes.
5. 13. **Resolution - Economic Development:** Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Taylor Chemical LTD DBA SERVCO Chemical for economic development purposes.
6. **Regular Agenda**
6. 1. **Public Hearing - Police Department:** Conduct the second public hearing to receive comments on the Juvenile Curfew Ordinance, which was recodified in 2012.
6. 2. **Public Hearing 6:30 p.m. - Planning:** Conduct a public hearing and consider an ordinance 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. 3. **Public Hearing 6:30 p.m. - Planning:** Conduct a public hearing and consider an ordinance for annexation from Ford Development Corporation to annex a parcel approximately 76 acres adjacent to the City limits one half mile south of 130th Street (FM 1585) east of Quaker Avenue.

6. 4. **Public Hearing 6:30 p.m. - Planning:** Consider a request for Zone Case 3116-B, a request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from A-2 to GO on 7.1 acres of unplatted land out of Block AK, Section 4 (130th Street at the intersections of Memphis Avenue and Norfolk Avenue) and consider an ordinance.
6. 5. **Public Hearing 6:30 p.m. - Planning:** Consider a request for Zone Case 2508-K, a request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes on 4.95 acres of unplatted land out of Block E-2, Section 20 (113th Street and Boston Avenue) and consider an ordinance.
6. 6. **Councilwoman Joy:** Discuss and take action on issues related to the evaluation of the City Attorney and the City Secretary, including but not limited to the process, form and method of such evaluation.
6. 7. **Resolution:** Consider a resolution authorizing the Mayor to execute a Commitment Agreement regarding a request for land by the Lubbock Entertainment and Performing Arts Association for the purpose of constructing a Performing Arts Center.
6. 8. **Board Appointments - City Secretary:** Consider two appointments to the Building Board of Appeals, one appointment to the Canadian River Municipal Water Authority, one appointment to the Citizens Traffic Commission, three appointments to the Civic Lubbock Inc. Board of Directors, four appointments to the Lubbock Water Advisory Commission, one appointment to the Museum & Arts Standing Sub Committee, and one appointment to the Planning & Zoning Commission.
6. 9. **Board Appointments - City Secretary:** Consider 15 appointments to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.
6. 10. **Board Appointments - City Secretary:** Appoint the Chair, or Co-Chairs, to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.
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 the Board of Heath Chairman, Brian Carr, presenting the resolution of recommendations to the City Council on oil and gas fracturing in the City limits.

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JULY 23, 2013 - EXECUTIVE SESSION**

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	BUILDING BOARD OF APPEALS	ELLIS, KEN	08.01.13	67%	MASTER PLUMBER	REAPPOINT	Y
			YOUNG, EDDIE	08.01.13	N/A	AT LARGE	REPLACE	N/A
*	2	CANADIAN RIVER MUNICIPAL WATER AUTHORITY	COLLINS, JAMES	07.31.13	25%		REAPPOINT	Y
*	3	PLANNING & ZONING COMMISSION	PATTERSON, TOMMY	11.01.14	N/A		RESIGNED/REPLACE	N/A

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 7/11/2013

Sorted: No Preference

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

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

BUILDING BOARD OF APPEALS

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
<u>ETHNICITY</u>	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
Anglo	55.0%	61.0%	73.4%	91.0% (10)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	9.0% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	91.0% (10)
Female	51.5%	53.0%	24.7%	9.0% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	9.1% (1)
District 4	17.0%	17.0%	20.6%	9.1% (1)
District 5	16.7%	19.4%	27.5%	36.4% (4)
District 6	17.2%	19.9%	19.3%	18.2% (2)
Other/Unknown	0.0%	0.0%	5.1%	27.2% (3)

PURPOSE:

Permanent board to hear appeals regarding the suitability of alternate materials and methods of construction and provide for reasonable interpretation of the Building Code.

REQUIREMENTS: The membership of the board of appeals will include one or more representatives from the following named areas of expertise: member of the Lubbock Home Builders Association, active architect, active structural engineer, active commercial contractor, active realtor, active master plumber, active journeyman plumber, active mechanical contractor with Class A license, and or 3 at-large Lubbock citizens.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Ellis, Ken (M,A,5)	Master Plumber	67% ¹	Y	Reappoint
Young, Eddie (Jay) (M,A,5)	At-Large	N/A	N	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Ken Ellis, Master Plumber

To replace Eddie “Jay” Young, At-Large

Joe Rushing (M,A,3) Water Heaters Unlimited

¹ Board met 3 times in the last 12 month, and Mr. Ellis attended 2/3 meetings.

Sorted: By Preference

Building Board of Appeals

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0606		Daughtry	Steve	M	A	S	40-49	Engineer	Allied Associates Consul	4
1211		Grimstead	Tricia	F	A		30-39	Apartment Owner	AG Rentals, LTD.	5
0605		Perez	Jody	M	H	S	50-59	Sales	JMP Consultants	4
1108		Rushing	Joe	M	A		30-39	Plumber, HVAC Tech	Water Heaters Unlimited	3
1303		Wooley	Marcus	M	A		18-29	Ferguson Enterprises	Ferguson Enterprises	4
Second Preference:										
0905		Bloodworth	David	M	A	C	50-59	Commercial Real Estate	Coldwell Banker Comme	4
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
Third Preference:										
0511		Campbell	Jesse	M	A	C	40-49	Account Executive Service	Johnson Controls, Inc	4
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
Fourth Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
Fifth Preference:										
Sixth Preference:										
0507		Trombley	Trudy	F	A	S	60+	Retired Educator	Retired Educator	5

Committee #6 Building Board of AppealsPerm./Temp. Board: **P**

Confidential?

Home**Business**Reappt
Elig.

REALTOR

Alexander
Ms. Lisa4920 92nd Street
Lubbock TX 79424
lisa@nts-online.netLisa Alexander Realtors
5106-B Slide Road
Lubbock TX 79414
(806) 771-5472Curr: 9/27/2012 - 8/1/2014
2nd: -
1st: -
Fax: (806) 793-8451

Y

E-mail lisa@nts-online.net
(806) 789-8676 CELLMECHANICAL
CONTRACTOR**Chambless**
Mr. RonY 4905 ECR 5300
Abernath TX 79311RC'S AC & Heating
916 Ave D
Abernathy TX

(806) 746-6612

Curr: 8/1/2012 - 8/1/2014
2nd: -
1st: 8/1/2010 - 8/1/2012

N

N (806) 746-6612
(806) 777-6612 CELL
E-mail ron@likeitwasours.com

MASTER PLUMBER

Ellis
Mr. KenDale Boles Plumbing and Heati
7103 Santa Fe Drive
Lubbock TX 79407

(806) 795-5528

Curr: 8/1/2011 - 8/1/2013
2nd: -
1st: -

Y

E-mail (806) 548-1779 CELL

AT LARGE

Fagin
Mr. ScottN 6603 1st Street
Lubbock TX 79416First United Bank
5802 4th Street
Lubbock TX 79416

(806) 797-6500

Curr: 8/1/2012 - 8/1/2014
2nd: -
1st: -

Y

Y (806) 785-1778
N
Y CELL
E-mail sfagin@firstunited.net

MASTER ELECTRICIAN

Hall
Mr. BillyY 17214 CR 2200
Lubbock TX 79423Advanced Electric Co.
PO Box 93197
Lubbock TX 79423

(806) 748-1915

Curr: 8/1/2011 - 8/1/2013
2nd: -
1st: 8/1/2009 - 8/1/2011

N

Y (806) 863-4023
CELL
E-mail bill@advancedelectriccompanyChair/Pres: Michael Landress
Vice Chair/V.P.:
Sec./Treasurer: N/AStaff Liaison: Aubrey Long
Term: 2 Years
Ex-Officio Mbr.: Steven O'Neal (Chief Building
Official)

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

Last Update: 6/24/2013

Committee #6 Building Board of AppealsPerm./Temp. Board: **P**

Confidential?

HomeBusinessReappt
Elig.COMMERCIAL
CONTRACTOR
Henderson
Mr. JimmyY 10903 Utica Ave
Lubbock TX 79424
Y
Y
Y (806) 789-2710 CELLGreenstreet Construction
112 E. 82nd St
Lubbock TX 79404
(806) 745-9444Curr: 8/1/2011 - 8/1/2013 N
2nd: -
1st: 9/24/2009 - 8/1/2011
Fax: (806) 745-8722E-mail

AT LARGE

Landress
Mr. MichaelY 3818 48th Street
Lubbock TX 79413
Y (806) 438-0867
(806) 438-0867 CELLCurr: 8/1/2012 - 8/1/2014 N
2nd: 8/1/2010 - 8/1/2012
1st: 10/23/2008 - 8/1/2010
Fax:E-mail rktechjm@gmail.com

STRUCTURAL ENGINEER

Landusky
Mr. LanceN 6201 8th Street
Lubbock TX 79416
Y
Y (806) 445-3802 CELLMWM Architects
2574 74th Street, Suite 201
Lubbock TX 79423
(806) 745-7707Curr: 9/27/2012 - 8/1/2014 Y
2nd: -
1st: -
Fax: (806) 745-7620E-mail llandusky@mwm-ae.com

ARCHITECT

Roberts
Mr. RodneyY 4710 78th St
Lubbock TX 79424
N
N (806) 784-0820
Y (806) 787-6559 CELLSunset Church of Christ
3723 34th St
Lubbock TX 79410
(806) 792-5191Curr: 8/1/2011 - 8/1/2013 N
2nd: 8/1/2009 - 8/1/2011
1st: 4/27/2009 - 8/1/2009
Fax:E-mail rjroberts@sunset.cc

HOME BUILDER

Wood
Mr. RobertN 8906 Kewanee Avenue
Lubbock TX 79424
Y (806) 773-0813
Y CELLCustom Homes by Robert Woo
8213 Alcove Avenue
Lubbock TX 79424
(806) 798-1911Curr: 9/27/2012 - 8/1/2014 Y
2nd: -
1st: -
Fax: (806) 866-4577E-mail rwood@robertwoodhomes.comChair/Pres: Michael Landress
Vice Chair/V.P.:
Sec./Treasurer: N/AStaff Liaison: Aubrey Long
Term: 2 Years
Ex-Officio Mbr.: Steven O'Neal (Chief Building
Official)

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

Last Update: 6/24/2013

Committee #6 Building Board of Appeals**Perm./Temp. Board: P***Confidential?***Home****Business***Reappt
Elig.*

AT LARGE

Jay Young Plumbing

Curr: 8/1/2011 - 8/1/2013 **N****Young**
Mr. Eddie (Jay)Y 4407 122nd St
Lubbock TX 79424

N jkyoung1994@yahoo.com

Y (806) 794-8977

N (806) 783-8318 CELL

(806) 783-8318

2nd: -**1st:** 8/1/2009 - 8/1/2011**Fax:** (806) 794-1123E-mail**Chair/Pres:** Michael Landress**Vice Chair/V.P.:****Sec./Treasurer:** N/A**Staff Liaison:** Aubrey Long**Term:** 2 Years**Ex-Officio Mbr.:** Steven O'Neal (Chief Building
Official)***** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *******Last Update:** 6/24/2013

CANADIAN RIVER MUNICIPAL WATER AUTHORITY

	<u>Lubbock</u> <u>Population</u>	<u>Lubbock</u> <u>Adult</u> <u>Population</u>	<u>All</u> <u>City</u> <u>Boards</u>	<u>This</u> <u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	50.0% (1)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	50.0% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	100.0% (2)
Female	51.5%	53.0%	24.7%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	0.0% (0)
District 4	17.0%	17.0%	20.6%	100.0% (2)
District 5	16.7%	19.4%	27.5%	0.0% (0)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Each of the eleven member cities of the Canadian River Municipal Water Authority are entitled to appoint directors to serve on the Board of Directors of the Authority. Due to Lubbock's population, it has two director positions on this board.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Collins, James (M,A,4)	25% ¹	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint James Collins

¹ CRMWA met 4 times in past 12 months. Mr. Collins attended ¼ meetings, with all absences being excused (see enclosed information).

Aubrey,

July 11, 2012 – He was in China. While there, he toured Three Gorges Dam, which is the world's largest hydroelectric dam.

October 10, 2012 — he was sick with a stomach virus. We talked up until the time he had to back out around 7:30 that morning.

April 10, 2013 – He was in Austin for the Legislative Session and was not able to make it back.

Jim is never just a no show. Prior to these absences, I was fully informed of the reason for his absence and of his position on controversial agenda items.

Besides the full Board meetings, he participated in various committee meetings including the Operating Committee, which he chairs. As Operating Committee Chairman, I consult with him often. The Board gives his committee various responsibilities such as approving construction contracts, hiring engineering and law firms, lawsuit resolution, and various legal and operational issues. Typically, only his committee is given final authority to make decisions like these on behalf of the full Board. The Operating Committee is the most active of all CRMWA Committees.

Jim is one of our most highly respected Board members. The CRMWA Board deals with complex issues from bond issuance, major project development (from conception through operation), authorizing a \$30 million annual budget, infrastructure improvement and maintenance, and legal issues, to name a few.

During Jim's tenure on this Board, the Canadian River Municipal Water Authority has gone from having only a surface water supply to having no available surface water but being the largest holder of groundwater rights in the nation. Jim successfully presented Lubbock's position throughout all deliberations that eventually put CRMWA in this extraordinary position. Lubbock and all CRMWA Member Cities now have a secure water source for more than a century, drought or no drought. His broad knowledge coupled with long tenure (experience and understanding) on CRMWA's Board make him an invaluable asset to both CRMWA and the City of Lubbock as our region continues to struggle with this drought and future infrastructure needs.

Thanks for allowing me to share this with you,

Kent Satterwhite, P.E.

General Manager

Canadian River Municipal Water Authority

City of Lubbock
Board and Commission Recruiting Database
Updated: 5/23/2013
Sorted: By Preference

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

Canadian River Municipal Water Authority

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

Second Preference:

0511		Campbell	Jesse	M	A	C	40-49	Account Executive Service	Johnson Controls, Inc	4
1204		Putnam	Russell	M	A		60+	Business Consultant	Southwest Financial Gro	6
0810		Vaughn	Zane	M	A		18-29	Attorney	McCleskey, Harriger, Br	5

Third Preference:

1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
0602		Howard	Dennis	M	A	S	50-59	Retired	Retired	4

Fourth Preference:

0501		Bounds	Jack	M	A	C	60+	Investments	Jack Bounds Investment	2
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Cooper	3
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Cooper	5
0612		Walz	Donna	F	A		50-59	Retired	Retired	5

Fifth Preference:

1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
------	--	---------	--------	---	---	--	-----	-------------	--	---

Sixth Preference:

Confidential?

Home

Business

Reappt
Elig.

Collins
Mr. James

Y **PO Box 817 (08)**
Lubbock TX 79423

Perdue, Brandon & Mott
1204 Avenue R #200
Lubbock TX 79401

Curr: 7/31/2011 - 7/31/2013
2nd: 7/31/2009 - 7/31/2011
1st: 7/31/2007 - 7/31/2009

Y

Y **(806) 789-3506**

(806) 744-5091

Fax:

E-mail jcollins@pbfc.com

CELL

McDonald
Mr. Quinton

Y **6120 Lynnhaven Drive**
Lubbock TX 79413

McLaurin & McDonald
1401 Crickets Avenue
Lubbock TX 79401

Curr: 7/31/2012 - 7/31/2014
2nd: -
1st: -

Y

N [dwight.mcdonald@att.net](mailto:dwright.mcdonald@att.net)

Y **(806) 780-7277**

(806) 744-9671

Fax: (806) 741-1124

Y **(806) 549-0919** **CELL**

E-mail [dwight.mcdonald@att.net](mailto:dwright.mcdonald@att.net)

Chair/Pres: N/A Vice Chair/V.P.: N/A Sec./Treasurer: N/A	Staff Liaison: Aubrey Spear Term: 2 Years Ex-Officio Mbr.: N/A
Legal Entity--No limit to number of reappointments. Collins: 1993 - 2007 Rodgers: 1996 - 2006	

PLANNING AND ZONING COMMISSION

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	89.0% (8)
Hispanic	32.6%	27.6%	10.1%	11.0% (1)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	100.0% (9)
Female	51.5%	53.0%	24.7%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	33.3% (3)
District 5	16.7%	19.4%	27.5%	44.4% (4)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

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

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Patterson, Tommy (M,A,1)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Tommy Patterson:

Michael Wilson (M,A,5) Southwest Bank

Thomas Harris - RE: 07-09-13 PZC Meeting

From: "Tommy Patterson" <tepatterson@suddenlink.net>
To: "'Kristen Sager'" <KSager@mail.ci.lubbock.tx.us>, "'Ryan Curry'" <RCurry...
Date: 7/5/2013 4:12 PM
Subject: RE: 07-09-13 PZC Meeting

I contacted City Secretary Thomas Harris about a week ago and asked him to muster me out of the Planning & Zoning Committee I wanted to give ample time for a replacement. I will make the Tuesday Meeting my last. I have thoroughly enjoyed and have been enlighten with my three years of service. Working with all of you has indeed been my pleasure. I have had some hearing problems with the applicants and description of pending zoning cases, therefore lessening my ability to serve effectively. Thanks again to all.....See you Tuesday.

From: Kristen Sager [mailto:KSager@mail.ci.lubbock.tx.us]
Sent: Friday, July 05, 2013 2:34 PM
To: Ryan Curry; KT Schweinebraten; Tommy Turner; Rice Horkey; Kevin Watson; Tony Renteria; Andrew Paxton; Brandy Bass; Cory Armstrong; Dennis Carrizales; Jeff McKito; Nathan Webb; Randy Henson; Sally Abbe; Sarah Hensley; Sheri Rand; Victor Escamilla; Michael Hicks; Jake (LUNA); Todd McKee; Kevin Watson; Tommy Patterson
Cc: Kristen Sager
Subject: 07-09-13 PZC Meeting

Attached is the agenda for our next PZC meeting on 07-09-13.

Thanks!
Kristen

Sorted: By Preference

Planning and Zoning Commission

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

Committee #33 Planning and Zoning CommissionPerm./Temp. Board: **P**

Confidential?

Home**Business**Reappt
Elig.**Curry**
Mr. RyanY 5703 86th Street
Lubbock TX 79424

Y (806) 368-3403

CELL

City Bank Texas
611 University Avenue
Lubbock TX 79408

(806) 687-2265

Curr: 11/1/2011 - 11/1/2013 Y
2nd: -
1st: 11/1/2009 - 11/1/2011

Fax: (806) 687-6031

E-mail rcurry@citybanktexas.com**Hicks**
Mr. MichaelY 6110 98th Street
Lubbock TX 79424
Y mike.hicks@mac.comY (806) 797-4578
Y (806) 239-0806 CELLE-mail mhicks@mhba.comMullin Hoard & Brown
1500 Broadway, Suite 700
Lubbock TX 79401

(806) 765-7491

Curr: 8/23/2012 - 11/1/2013 Y
2nd: -
1st: -

Fax: (806) 765-0553

Horkey
Mr. RiceY 4004 111th Street
Lubbock TX 79423

Y (806) 794-0553

CELL

West Texas Subways
1001 East Slaton Highway, Bld
Lubbock TX 79404

(806) 771-0616

Curr: 11/1/2011 - 11/1/2013 Y
2nd: -
1st: 11/1/2009 - 11/1/2011

Fax:

E-mail rice@wtsubway.com**McKee**
Mr. ToddY 5617 85th St
Lubbock TX 79424

Y (806) 794-7200

CELL

Peoples Bank
5820 82nd St
Lubbock TX 79424

(806) 794-0044

Curr: 11/1/2012 - 11/1/2014 Y
2nd: 11/1/2010 - 11/1/2012
1st: 11/7/2008 - 11/1/2010

Fax: (806) 794-9262

E-mail tmckee@peoplesbanktexas.co**Patterson**
Mr. TommyN 3205 Canyon Road
Lubbock TX 79403N (806) 765-7069
(806) 786-2606 CELLE-mail tepatterson@suddenlink.netCurr: 11/1/2012 - 11/1/2014 Y
2nd: -
1st: 11/1/2010 - 11/1/2012

Fax:

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

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

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

Last Update: 6/28/2013

Committee #33 Planning and Zoning CommissionPerm./Temp. Board: **P**

Confidential?

HomeBusinessReappt
Elig.**Renteria**
Mr. Tony

Y

2131 52nd St
Lubbock TX 79412

N

Y

N

(806) 470-3400 CELL

Ki Corp

1001 Main, Ste 401
Lubbock TX 79401

(806) 767-9500

Curr: 11/1/2011 - 11/1/2013

2nd: -

1st: -

Fax: (806) 767-1501

Y

E-mail**Turner**
Mr. Tommy

N

3806 64th Drive
Lubbock TX 79413

Y

N

N

(806) 796-2347

CELL

Turner & Jordan, P.C.

2001 Broadway St.
Lubbock TX 79401

(806) 763-3661

Curr: 11/1/2011 - 11/1/2013

2nd: -

1st: -

Fax: (806) 741-1396

Y

E-mail tturnerlaw@gmail.com**Watson**
Mr. Kevin

N

10401 Lynnhaven Place
Lubbock TX 79423

N

(806) 470-4077

CELL

State Farm Insurance

3524 34th Street
Lubbock TX 79410

(806) 797-3329

Curr: 11/1/2012 - 11/1/2014

2nd: -

1st: 11/1/2010 - 11/1/2012

Fax:

Y

E-mail kwatson@kevinwatsoninsuranc**Wilson**
Mr. Dan4602 103rd Street
Lubbock TX 79424
dan@danwilsonhomes.com
(806) 363-7454
(806) 548-0566 CELL

Dan Wilson Homes

6102 82nd #13
Lubbock TX 79424

(806) 698-6626

Curr: 11/1/2012 - 11/1/2014

2nd: -

1st: -

Fax: (806) 798-9725

Y

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

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

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

Last Update: 6/28/2013

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 27, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 27th 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 Jim Gerlt; 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 Victor Hernandez

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

- *Executive Session; 2.1-2.2; 2.4; 2.3; Citizen Comments (3.1-3.2); Sign-ups (3.3); 4.1; 5.1-5.7; 5.10; 5.14-5.17; 5.8-5.9; 5.11-5.13; 5.18; 6.1-6.3; 6.5; 6.4; 6.6-6.8; 6.10; and 7.1.*
- *Items 2.5-2.6 and 6.9 were deleted.*

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. Tax Abatement, Sun-Star Electric, Inc.
1. 1. 2. Tax Abatement, Ozark Automotive Distributors, Inc.
1. 1. 3. Lubbock Power and Light, matters concerning claim number 13-C-213.
1. 1. 4. City of Lubbock Charter, Chapter 1, Article XII (Electric Utility Board) and City of Lubbock Code of Ordinances, Chapter 2, Division 12, Sections 2.03.411-2.03.418 and related state law.
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

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

2. Proclamations and Presentations

2. 1. Invocation by Dr. Richard Rush, Calvary Baptist Church

Dr. Richard Rush, Calvary 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. **Animal Services Advisory Board:**
Kia Riemath (unable to attend)

Community Development & Services Board:
Scott Wilson (unable to attend)

Lake Alan Henry Board of Appeals:
James Rose (unable to attend)

Lubbock Economic Development Alliance:
Calvin Davis (unable to attend)
Lance Peters

2. 4. Presentation of a special recognition to Lubbock Power and Light employees for their hard work in restoring electrical power in the aftermath of the damage caused by a severe thunderstorm on June 5, 2013.

Council Member Latrelle Joy presented a special recognition to Lubbock, Power, & Light employees for their hard work in restoring electrical power in the aftermath of the damage caused by a severe thunderstorm on June 5, 2013.

2. 5. Presentation of a special recognition to Ben Shacklette and his Texas Tech Architecture Class for their work in creatively exploring ideas and options for Lubbock's public libraries.

This item was deleted.

2. 6. Presentation of a special recognition to the March of Dimes for their programs and efforts that promote healthy babies and children in our community.

This item was deleted.

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. Dave Smith will appear before the City Council to discuss delinquent property taxes.

Dave Smith appeared before Council to speak about concerns regarding delinquent property taxes.

3. 2. Isabel Boone will appear before the City Council to discuss Lubbock Power and Light issues.

Isabel Boone appeared before Council to speak in opposition of Lubbock, Power, & Light separating their bills for payment.

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

- Mikel Ward appeared before Council to speak about budget issues and in opposition of smart meters and Imagine Lubbock Together.
- Maurice Stanley appeared before Council to speak in opposition of item 6.8 (petition for annexation from Ford Development Corporation).
- Burley Owen appeared before Council to speak in opposition of Imagine Lubbock Together.
- Deanne Clark appeared before Council to speak about various issues and in opposition of smart meters.
- Carol Meek appeared before Council to speak in opposition of smart meters.

4. **Minutes**

4. 1. May 23, 2013 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve the May 23, 2013 Regular City Council minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve items 5.1-5.7; 5.10; and 5.14-5.17.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2013-O0061, Amendment 25, amending the Adopted FY 2012-13 Budget respecting the Cable Services Fund to appropriate current revenues.
5. 2. **Resolution - Finance :** Resolution No. 2013-R0191 urging Congressman Randy Neugebauer to oppose any legislation that caps deductions for, eliminates, or in any way diminishes the tax free treatment for investors in municipal bonds.
5. 3. **Resolution - Finance :** Resolution No. 2013-R0192 giving Notice of Intent to amend a tax abatement agreement with Ozark Automotive Distributors, Inc.
5. 4. **Budget Ordinance Amendment 2nd Reading -** Ordinance No. 2013-O0050, Amendment 23, amending the FY 2012-13 budget for municipal purposes respecting the operating budget for Market Lubbock, Inc. (MLI) - Lubbock Convention and Visitors Bureau (Visit Lubbock) and MLI - Lubbock Sports Authority.
5. 5. **Ordinance 2nd 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 2nd 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. **Ordinance 1st Reading - Right-of-Way :** Ordinance No. 2013-O0062 abandoning and closing a 20-foot wide alley in Block 13, O'Neill Terrace Annex Addition.
5. 8. **Contract of Sale Resolution - Right-of-Way :** Resolution No. 2013-R0197 authorizing the Mayor to execute a contract of sale by and between the City and Daniel Construction Corporation for the acquisition of approximately 3.44 acres for a new pump station (150,176 square feet) from land out of Section 17, Block B, Lubbock County, Texas.

Keith Smith, Chief Operating Officer, 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-R0197.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 9. **Contract Resolution - Public Works Engineering :** Resolution No. 2013-R0198 authorizing the Mayor to execute a contract 11154 with Kimley Horn and Associates, Inc. (KHA) to provide environmental assessment, planning, and design phase engineering services for thoroughfare improvements, RFQ 13-11154-DT.

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-R0198.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

- 5. 10. Resolution - Water Engineering :** Resolution No. 2013-R0193 authorizing the Mayor to execute Amendment 2 for professional services contract 10844 dated June 21, 2012, with Freese and Nichols, Inc. (FNI) for engineering services associated with construction representation and services for the Bailey County Well Field Supply Pipeline - Contract A.
- 5. 11. Contract Resolution - Public Works Street Engineering:** Resolution No. 2013-R0199 to authorize the Mayor to execute contract 11358 with Lone Star Dirt & Paving Ltd. for construction of asphalt paving along Avenue F from 28th Street to 31st Street, ITB 13-11358-TF.
- Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0199.
- Vote:** 6 - 0 Motion carried
- Other: Council Member Victor Hernandez (ABSENT)
- 5. 12. Resolution - Facilities :** Resolution No. 2013-R0200 ratifying the City Manager's emergency execution of a lease agreement with High Impact Properties, Ltd of Lubbock, TX for the building at 2345 50th St.
- Mark Yearwood, Assistant City Manager, gave comments and answered questions from Council.
- Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0200.
- Vote:** 6 - 0 Motion carried
- Other: Council Member Victor Hernandez (ABSENT)
- 5. 13. Contract Resolution - Central Warehouse :** Resolution No.'s 2013-R0201, 2013-R0202; 2013-R0203, and 2013-R0204 authorizing the Mayor to execute contract 11158 with Morrison Supply, contract 11158-1 with Western Industrial, contract 11158-2 with KW Sharp, and contract 11158-3 with Abercrombie Lumber for water inventory items, ITB 13-11158-CP.
- Marta Alvarez, Director of Purchasing and Contract Management, gave comments and answered questions from Council.
- Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0201, 2013-R0202, 2013-R0203, and 2013-R0204.
- Vote:** 6 - 0 Motion carried
- Other: Council Member Victor Hernandez (ABSENT)
- 5. 14. Resolution - Community Development :** Resolution No. 2013-R0194 authorizing the approval and/or changes to the proposal for the Community Development and Services Board (CDSB) FY 2013-14 funding recommendations to the United States Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG).
- 5. 15. Resolution - Fleet Services :** Resolution No. 2013-R0195 authorizing the Mayor to execute purchase order contract 31015350 with Lubbock Truck Sales, Inc. for a container truck for Solid Waste Residential Collection, ITB 13-11329-DT.

5. 16. **Contract Resolution - Solid Waste:** Resolution No. 2013-R0196 authorizing the Mayor to execute contract 11267 with Environmental Science Corp. dba ESC Lab Sciences of Mt. Juliet, TN, for the laboratory analyses of aqueous samples collected at the landfills, ITB 13-11267-TL.
5. 17. **Ordinance 2nd Reading - Planning :** Ordinance No. 2013-O0046, Zone Case 3047-F: a request of Hugo Reed and Associates, Inc. (for Stellar Development Company) for a zoning change from CB-3 Specific Use to C-3 on 16.714 acres of unplatted land out of Block E-2, Section 23 (south of 114th Street and west of Quaker Avenue).
5. 18. **Resolution - Police Department :** Resolution No. 2013-R0205 authorizing the Mayor to execute a Memorandum of Understanding (MOU) with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the Fiscal Year 2013 Justice Assistance Grant (JAG) Program.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0205.

Vote: 5 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)
Council Member Floyd Price (RECUSE)

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Planning :** Ordinance No. 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) and consider an ordinance.

Mayor Robertson opened the public hearing at 7:16 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:16 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0063.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 2. **Public Hearing 6:30 p.m. - Planning :** Ordinance No. 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) and consider an ordinance.

Mayor Robertson opened the public hearing at 7:16 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:16 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0064.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

- 6. 3. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 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) and consider an ordinance.

Mayor Robertson opened the public hearing at 7:16 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:16 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0065.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

- 6. 4. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 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) and consider an ordinance.

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

Mayor Robertson opened the public hearing at 7:18 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:18 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0067.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

- 6. 5. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 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) and consider an ordinance.

Mayor Robertson opened the public hearing at 7:16 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:16 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0066.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

- 6. 6. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 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) and consider an ordinance.

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

Mayor Robertson opened the public hearing at 7:20 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:20 p.m.

Mayor Robertson reopened the public hearing at 7:21 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:21 p.m.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2013-O0068 with an amendment to add the following language:

- "limited to a veterinary clinic and all Garden Office uses."

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

- 6. 7. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 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) and consider an ordinance.

Drew Paxton, Interim Planning Director, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 7:24 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:24 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0069.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

- 6. 8. Public Hearing 6:30 p.m. - Planning :** Resolution No. 2013-R0206 to consider a petition for annexation from Ford Development Corporation to annex a parcel approximately 76 acres adjacent to the City limits one half mile south of 130th Street (FM 1585) east of Quaker Avenue.
- Mayor Robertson opened the public hearing at 7:26 p.m.
- Maurice Stanley appeared to speak in opposition.
- Terry Holeman, Director of Development Services; and Rex Robertson, President of Ford Development Corporation, appeared to speak in favor.
- Mayor Robertson closed the public hearing at 7:34 p.m.
- Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0206.
- Vote:** 5 - 1 Motion carried
- NAY: Council Member Latrelle Joy
- Other: Council Member Victor Hernandez (ABSENT)
- 6. 9. Resolution - City Manager :** Consider a resolution authorizing the Mayor to execute a commitment agreement between the City and the Lubbock Entertainment and Performing Arts Association (LEPAA).
- This item was deleted.**
- 6. 10. Board Appointments - City Secretary :** Consider two appointments to the Citizens Traffic Commission.
- Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to reappoint Paige Holland.
- Vote:** 6 - 0 Motion carried
- Other: Council Member Victor Hernandez (ABSENT)
- Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to appoint Eric Finley to replace David Kelley.
- Vote:** 6 - 0 Motion carried
- Other: Council Member Victor Hernandez (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 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.
- Laura Heinz, Library Board Chair, appeared before Council to present the Texas Tech College of Architecture's designs and recommendations for Godeke Branch Library. Annette Bajema, Texas Tech Graduate Student, also appeared to present to the Council.

8:13 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: 07/23/2013

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 26 amending the adopted FY 2012-13 budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG).

Item Summary

1. Accept and appropriate an additional \$77,824 from the TDHCA for the CSBG grant, for a total appropriation of \$259,424.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 26

82050 - Budget Detail

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG); 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 #26) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$77,824 from the TDHCA for the CSBG grant, for a total appropriation of \$259,424.

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:

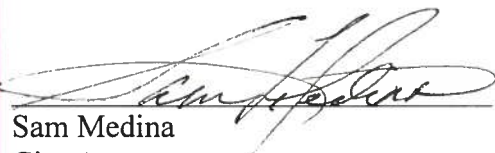
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Sam Medina
City Attorney

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
July 23, 2013

Administrative Information:

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

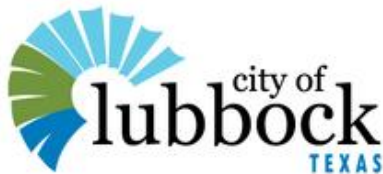
Personnel Information:

No. of full-time positions funded w/ grant:	5
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Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	\$ 39,815	21,393	20,694	40,514
Account Analyst	58,923	26,668	6,181	79,410
Administrative Assistant	23,417	16,247	8,737	30,927
CD Director & Citibus Liaison	67,340	33,380	6,863	93,857
CD Contract Coordinator	55,000	25,760	27,387	53,373
Total	\$ 244,495	123,448	69,862	298,081

Budget Information:

Grant Amendment Detail	4/11/2013		
	Award Amount	Amendment Amount	Total Award Amount
Salaries	\$ 33,098	14,002	\$ 47,100
Benefits	15,988	6,774	22,762
Travel	988	418	1,406
Supplies	2,270	955	3,225
Other	2,766	1,359	4,125
Indirect Cost	5,928	2,322	8,250
Contractual			
Catholic Charities, Diocese of Lubbock	86,761	37,186	123,947
South Plains Association of Governments	21,451	9,562	31,013
Lutheran Social Services CEAP Ops	6,916	2,943	9,859
LIFE Run Centers CEAP Ops	2,964	1,259	4,223
CEAP Household Crisis Inspections	2,470	1,044	3,514
Total Amendment	\$ 181,600	77,824	\$ 259,424



Regular City Council Meeting

5. 2.

Meeting Date: 07/23/2013

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11401 with Lone Star Dirt & Paving, Ltd. for construction of ADA ramps and sidewalk improvements, ITB 13-11401-TF.

Item Summary

The construction project consists of valley gutter, sidewalk, and handicap ramps at various locations in Lubbock. The purpose of the project is to improve drainage at street intersections and provide handicap accessibility. Currently, the intersections are asphalt dip sections with no handicap ramps and minimal sidewalks. Replacing the asphalt dip sections with concrete valley gutters improves drainage at the intersections. The improved drainage enables pavement to last longer reducing maintenance costs. The handicap ramps and sidewalks will provide those with disabilities increased mobility by providing an accessible route to adjacent areas.

Bids were received from the following contractors:

Lone Star Dirt & Paving, Ltd. of Lubbock, TX	\$165,095
MH Civil Constructors of Amarillo, TX	167,191
Campbell-West Infrastructure, LLC of Lubbock, TX	195,371
Allen Butler Construction, Inc. of Ransom Canyon, TX	197,047
Ti-Zack Concrete, Inc. of Le Center, MN	265,796
West Texas Paving, Inc. of Lubbock, TX	363,165

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

Staff recommends contract award to the lowest bidder, Lone Star Dirt & Paving, Ltd. of Lubbock, TX, for \$165,095. Time for completion of this project is 80 working days with liquidated damages of \$100 per day.

Fiscal Impact

\$28,022,068 is appropriated in Capital Improvement Project 92248, Street Maintenance Program, with \$165,095 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Bid Form - Lone Star Dirt & Paving

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. 11401 for construction of ADA ramps and sidewalk improvements, by and between the City of Lubbock and Lone Star Dirt & Paving, Ltd., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: 7-9-13

ITB 13-11401-TF - CONSTRUCTION OF ADA RAMPS AND SIDEWALK IMPROVEMENTS

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

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of "**CONSTRUCTION OF ADA RAMPS AND SIDEWALK IMPROVEMENTS**", 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.

BASE BID:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
1	Remove and legally dispose of existing hot mix pavement and all necessary incidentals to complete the work, complete, and in place, per square yard.	SY	393	\$ 15 ⁰⁰	\$ 5895 ⁰⁰
2	Remove and legally dispose of existing concrete slabs, including existing driveways, alley returns, ramps, and sidewalks, including integral curbing, steel, sawing, and all necessary incidentals to complete the work, complete, and in place, per square yard.	SY	658	\$ 25 ⁰⁰	\$ 16,450 ⁰⁰
3	Remove and legally dispose of existing concrete curb and gutter, including sawing, and all necessary incidentals to complete the work, complete, and in place, per linear foot.	LF	589	\$ 12 ⁰⁰	\$ 7068 ⁰⁰
4	Remove and replace existing sign, including supplying materials meeting City Traffic Specifications, legal disposal of existing sign, and all necessary incidentals to complete the work, per each.	EA	2	\$ 500 ⁰⁰	\$ 1000 ⁰⁰
5	Remove and legally dispose of existing trees, including root removal, sawing, pulling, backfill, legal disposal, and all necessary incidentals to complete the work, per each.	EA	2	\$ 1200 ⁰⁰	\$ 2400 ⁰⁰

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
6	Standard City of Lubbock asphalt patch, Type C including 2" HMA, flowable fill, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per square yard.	SY	140	\$ 50 ⁰⁰	\$ 7000 ⁰⁰
7	Two-sack cement flowable fill to be used as directed by engineer furnished and installed, per cubic yard.	CY	5	\$ 300 ⁰⁰	\$ 1500 ⁰⁰
8	30" Curb and gutter, Standard City of Lubbock Class A concrete, including all subgrade preparation and jointing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per linear foot.	LF	565	\$ 32 ⁰⁰	\$ 18,080 ⁰⁰
9	24" Curb and gutter, Standard and rollover, City of Lubbock Class A concrete, including all subgrade preparation and jointing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per linear foot.	LF	20	\$ 29 ⁰⁰	\$ 580 ⁰⁰
10	6" Portland cement concrete paving, City of Lubbock Class B concrete, used in valley gutters and alley returns including all subgrade preparation, curbing, reinforcement, jointing and sealing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per square yard.	SY	466	\$ 54 ⁰⁰	\$ 25,164 ⁰⁰
11	4" Portland cement concrete paving, City of Lubbock Class A concrete, used in standard City of Lubbock driveways, sidewalk, and ramp landings, including all subgrade preparation, curbing, reinforcement, jointing and sealing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per square yard.	SY	810	\$ 45 ⁰⁰	\$ 36,450 ⁰⁰
12	6" Portland cement concrete paving, City of Lubbock Class A concrete, used in standard City of Lubbock driveways and sidewalk, including all subgrade preparation, curbing, reinforcement, jointing and sealing, and all necessary incidentals to complete the work, furnished and installed, complete and in place, per square yard.	SY	290	\$ 52 ⁰⁰	\$ 15,080 ⁰⁰
13	ADA ramps shown on the plans, including concrete, ramps, wingwalls, curbing, reinforcement, surface applied material, subgrade preparation, and all necessary incidentals to complete the work, per each.	SF	744	\$ 12 ⁰⁰	\$ 8928 ⁰⁰

S.T. Bidder's Initials

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED AMOUNT
14	Fill material used in alleys and driveways as shown on the plans, shall meet Item 4.1 Flexible Base in the Standard Specifications, including supplying material, compaction, and all other necessary incidentals to complete the work, per cubic yard.	CY	25	\$ 150 ⁰⁰	\$ 3750 ⁰⁰
15	Earthwork excavation at alley to the grades shown on the plans, including proof rolling, removal, legal disposal of, and all necessary incidentals to complete the work, per cubic yard.	CY	5	\$ 150 ⁰⁰	\$ 750 ⁰⁰
16	SWPPP, Including submitting SWPPP for City Review, Providing SWPPP at construction site, Construction Site Notice, Maintenance of BMP's such as silt fences, sand bags, diversion swales and any other measures and/or incidentals. Must comply with all federal and state, and local regulation including the City of Lubbock Storm Water Ordinance.	LS	1	\$ 15,000 ⁰⁰	\$ 15,000 ⁰⁰
TOTAL BASE BID, ITEMS (1-16)				\$ 165,095 ⁰⁰	

S.T. Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **80** consecutive working days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$100** 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 60 calendar days after the scheduled closing time for receiving bids.

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

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 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 10 business days after notice of award of the contract to him

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

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

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

(Seal if Bidder is a Corporation)

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: 7-9-13

[Signature]

Authorized Signature

Steve Turner
(Printed or Typed Name)

Lone Star Dirt & Pav Ltd

Company

11820 Univ Ave

Address

Lub, Lub

City, County

Tx, 79423

State Zip Code

Telephone: 802 - 745 6011

Fax: 804 - 745 4074

FEDERAL TAX ID or SOCIAL SECURITY No.

800013091

EMAIL: lonestarsteve@nts-online.net

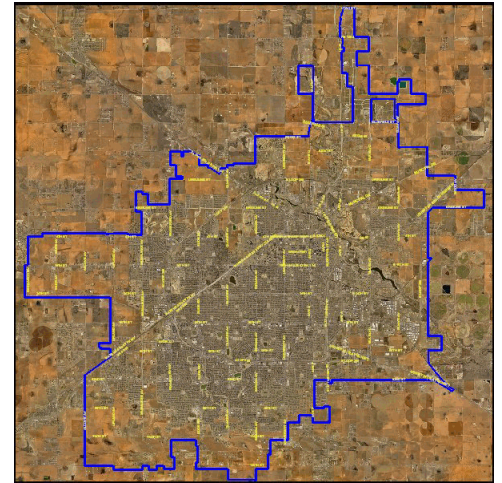
M/WBE Firm:

☐	Woman	☐	Black American	☐	Native American
☐	Hispanic American	☐	Asian Pacific American	☐	Other (Specify)

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 23, 2013**

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

	Budget
Capital Project Number:	
<i>Encumbered/Expended</i>	
FY 2010-11 Street maintenance and construction	\$ 7,958,621
Lone Star Dirt & Paving (Asphalt Patching)	1,545,867
Lone Star Dirt & Paving (Concrete Repairs)	949,300
Ballou Pavement Solutions (2012 Micro-Surfacing Project)	4,992,796
Pavement Restoration	197,252
Bee Equipment Sales (Lease Asphalt Paver)	45,000
Water System Improvements	396
Admin Cost	2,066
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
Campbell-West Construction (Asphalt and Concrete Patching)	640,187
 <i>Agenda Item July 23, 2013</i>	
Lone Star Dirt and Paving (ADA Ramp Project)	165,095
<i>Encumbered/Expended To Date</i>	23,861,825
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	4,160,243
<i>Remaining Appropriation</i>	4,160,243
 Total Appropriation	\$ 28,022,068

Managing Department **Paved Streets***Project Manager* **Kevin Lair***Project Classification* **Infrastructure Improvements***Project Status* **Approved***Project Scope*

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

Project Justification

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

Project History

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

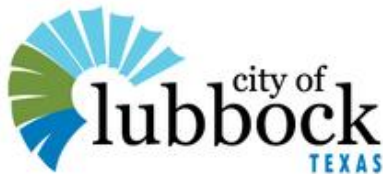
\$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$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
Total Project Appropriation	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
Total Funding Sources	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. 3.

Meeting Date: 07/23/2013

Information

Agenda Item

Ordinance 1st Reading - Public Works Traffic Engineering: Consider an ordinance amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock with regard to the establishment of school zones.

Item Summary

Section 20.05.103 of the Code of Ordinances is revised to add one, change two and remove four flashing school zones.

A flashing school zone located on Parkway Drive (US 82) at East 2nd Street for Alderson Elementary is being installed due to a new school campus opening for the 2013-14 school year. Lubbock Independent School District (LISD) is closing two elementary campuses, Bozeman and Parkway Elementary Schools, and consolidating the campuses into one campus, Alderson Elementary. The flashing school zone located on Parkway Drive at Elder Avenue for Bozeman Elementary is being removed because the school campus is closing. An adult crossing guard will oversee the Alderson Elementary crosswalk.

The flashing school zone located on Dr. Martin Luther King, Jr. Boulevard (MLK, Jr. Blvd) south of Erskine Avenue for Estacado High School (EHS) will change from 30 mph to 20 mph. The posted speed limit on MLK, Jr. Blvd is 40 mph and the beacons are located approximately 200 feet from the crosswalk. Based on the distances between the crosswalk and the beacon assemblies, staff research indicates that the speed limit for the school zone should be reduced to 20 mph.

A new elementary school, Joan Y. Ervin Elementary, located at East 31st Street and Teak Avenue has been built on the location of the Wheatley Elementary campus. Students from Wheatley and Iles Elementary campuses will consolidate to Ervin Elementary. The school zone and crossing guard on MLK, Jr. Blvd at 29th Street will remain. The two school zones located on East 26th Street and East 23rd Street for Iles Elementary are being removed because the school campus is closing.

Murfee Elementary is closing until January 2015 when it will re-open as Jane Ann Miller Elementary. Therefore, the school zone on Joliet Drive will be removed. Students from Murfee and Haynes Elementary campuses will consolidate and attend Miller Elementary at the Haynes campus until the new building is complete at the Murfee campus.

LISD is in agreement with the school zone changes.

Fiscal Impact

Equipment and materials for building the new Alderson Elementary school zone and adding signs to the EHS school zone totals approximately \$30,000. This amount is allocated in the budget. Existing signal arm assemblies and underground conduit will be utilized for the Alderson Elementary project since this was a former school zone location. Labor to add, change and remove school zones is allocated in the budget.

Staff/Board Recommending

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

Attachments

Ordinance - 2013 School Zone

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 20.05.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SCHOOL ZONES AND SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.103, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.103 School zones speed limits.

A reduced school speed zone as indicated herein shall be in effect when the designated school speed limit beacon is flashing during school hours upon the streets or highways or portions thereof within the city limits shall be as follows:

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
1	11th Place	E/W	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	20	FISD Northridge Elementary
2	19th Street (US 62 / SH 114)	E/W	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	20	Lubbock High School
3	East 24th Street	E/W	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	20	LISD Project Intercept
4	30th Street	E/W	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	20	Bean Elementary
5	34th Street	E/W	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	20	Bean Elementary
6	34th Street	E/W	Beginning at a point 12 feet East of the North leg of Avenue X extending to a point 100 feet West of the South leg of Avenue X	20	Brown Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
7	34th Street	E/W	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	20	Coronado High School
8	43rd Street	E/W	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	20	FISD Westwind Elementary
9	50th Street	E/W	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	20	Hodges Elementary
10	50th Street	E/W	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	20	Monterey High School
11	58th Street	E/W	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	20	Bayless Elementary
12	58th Street	E/W	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	20	Parsons Elementary
13	58th Street	E/W	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	20	Williams Elementary
14	78th St	E/W	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	20	Waters Elementary
15	79th Street	E/W	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	20	FISD Crestview Elementary
16	108th Street	E/W	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	20	Lubbock-Cooper North Elementary
17	Avenue L	N/S	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	20	Bean Elementary
18	Avenue P	N/S	Beginning at a point 211 feet South of 1st Street extending to a point 218 feet North of 1st Street	20	Guadalupe Elementary
19	Avenue P	N/S	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	20	Roberts Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
20	Avenue Q (US 84)	N/S	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	30	O.L. Slaton Middle School
21	Avenue T	N/S	Beginning at a point 26 feet North of 20th Street extending to a point 40 feet South of 22nd Street	20	Dupree Elementary
22	Avenue U	N/S	Beginning at a point 214 feet South of 2nd Street extending to a point 162 feet North of 2nd Street	20	Jackson Elementary
23	Avenue U	N/S	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	20	Atkins Middle School
24	Avenue U	N/S	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	20	Bayless Elementary
25	Boston Avenue	N/S	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	20	McWhorter Elementary
26	Broadway	E/W	Beginning at a point 261 feet West of Avenue U and extending to a point 211 feet East of Avenue U	20	Ramirez Charter School
27	Chicago Avenue	N/S	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	20	Hardwick Elementary
28	Chicago Avenue	N/S	Beginning at a point 93 feet North of 32nd Street and extending to a point 10 feet South of 29 th Drive	20	Bowie Elementary
29	Chicago Avenue	N/S	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 th Street	20	Wester Elementary
30	Chicago Avenue	N/S	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 th Street	20	Smith Elementary
31	Elgin Avenue	N/S	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	20	Wheelock Elementary
32	Elgin Avenue	N/S	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	20	Parsons Elementary
33	Elgin Avenue	N/S	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	20	Waters Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
34	Ersine Street	E/W	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	20	Wolffarth Elementary
35	Flint Avenue	N/S	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet North of 43rd Street	20	Wheelock Elementary
36	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 106 feet South of East Ersine Street extending to a point 213 feet South of East Emory Street	20	Estacado High School
37	Dr. M. L. King, Jr., Boulevard*	N/S	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	20	Ervin Elementary
38	Memphis Avenue	N/S	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	20	Overton Elementary
39	Memphis Avenue	N/S	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	20	Maedgen Elementary
40	Memphis Avenue	N/S	Beginning at a point 145 feet South of 60th Street extending to a point 160 feet North of 58th Street	20	Haynes Elementary
41	Memphis Avenue	N/S	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	20	Honey Elementary
42	Parkway Drive (US 82)		Beginning at a point 560ft southwest of Zenith Ave extending 600ft to a point 115ft southwest of Walnut Ave.	30	Alderson Elementary
43	Quaker Avenue	N/S	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	20	Smylie Wilson Middle School
44	Toledo Avenue	N/S	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	20	Rush Elementary
45	North University Avenue	N/S	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	20	Cavazos Middle School

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
46	North Utica Avenue	N/S	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	20	Centennial Elementary
47	Utica Avenue	N/S	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	20	Stewart Elementary
48	Utica Avenue	N/S	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	20	Williams Elementary

SECTION 2. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00).

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

AND SO IT IS 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:

A handwritten signature in cursive script, appearing to read "R. Keith Smith", written over a horizontal line.

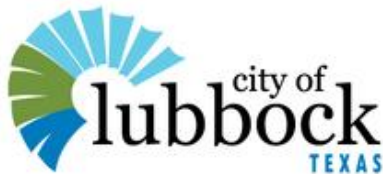
R. Keith Smith, Chief Operating Officer

APPROVED AS TO FORM:

A handwritten signature in cursive script, appearing to read "Chad Weaver", written over a horizontal line.

Chad Weaver, Assistant City Attorney

ccdocs/2013(july)SchoolZone_SpeedLimit Ord
July 5, 2013



Regular City Council Meeting

5. 4.

Meeting Date: 07/23/2013

Information

Agenda Item

Resolution - Information Technology: Consider two resolutions authorizing the Mayor to execute contract 11179 with Cequel Communications, LLC dba Suddenlink Communications and contract 11411 with AT&T for internet access via non-wireless connection, RFP 13-11179-DT.

Item Summary

The City currently uses a 30Mbps (megabits per second) internet connection for 2,000 plus computers and mobile devices on the City's internal networks. This connection also provides bandwidth for VPN (Virtual Private Network) traffic for sites that are not on the City's internal network, as well as, all of the Public Safety and Public Works mobile devices. This connection has become inadequate for the growing demands of the organization.

The City received two responses from AT&T and Suddenlink Communications. With opportunity of creating redundancy, in case of an emergency, and to solve bandwidth problems, staff recommends that the service contract be awarded to both vendors, Suddenlink Communications and AT&T.

Suddenlink Communications of Lubbock, TX	\$2,700 per month for 60 months, 100Mbps service
AT&T of Lubbock, TX	\$1,369 per month for 60 months, 100Mbps service

The initial contract will be for five years with an option to extend the contract for an additional five year term.

Fiscal Impact

The annual cost of \$48,834 is budgeted in FY 2012-13.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Suddenlink

Resolution & Contract - AT&T

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. 11179 for internet access via non-wireless connection, by and between the City of Lubbock and Cequel Communications, LLC dba Suddenlink Communications, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

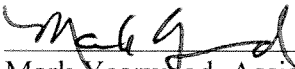
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Suddenlink
June 25, 2013

Account Rep	Tracy Edwards	System Address	Suddenlink Business Office
Phone Number	(806) 771-6049		8220 Orlando Ave
Fax Number	(314) 315-8145		Lubbock, TX 79423

Customer Information		Authorized Customer Representative	
Account Number		Full Name	Mark Yearwood
Legal Company Name	CITY OF LUBBOCK	Telephone	(806) 775-2000
Street Address	916 TEXAS AVE	Fax	
City/State/Zip	LUBBOCK, TX 79401	Email Address	myearwood@ci.lubbock.tx.us
Billing Address	916 TEXAS AVE	Federal Tax ID	*****5906
City/State/Zip	LUBBOCK, TX, 79401	Requested Delivery Date:	
If Bar or Restaurant account, notate occupancy (1-50; 51-100; 101-150; 151-200; 201-300; 301-500; 501+)			

Taxes and Fees Not Included					
Service Description	Quantity	Unit Price	Term (Months)	Monthly Recurring (video rates subject to no more than 10% annual increases)	One Time Activation & Setup Fees
Optical Internet 100Mbps Single location, Single Entry	1	\$2,700.00	60 Months	\$2,700.00	
PLUS, check if Applicable:					
☐ NetSecure Service (Addendum attached) including (number) Nodes					
Totals				\$2,700.00	\$2,500.00

*download and upload speeds are maximum speeds; they may vary and are not guaranteed

Equipment Charges			
Description	Quantity	Unit Price	Total Fee

For phone & PRI customers: A) change my local and my intrastate and interstate long distance services provider to Suddenlink Communications
B) Unless outbound international calling is authorized by initialing of this provision, no international call may be completed by this/these numbers until such time that customer authorizes international calls to be allowed. (initial here)

Special Conditions (for point to point and multipoint services, include the addresses of all circuit termination locations)

The exhibits are attached hereto and incorporated herein by reference. Exhibit A, Best and Final, Exhibit B, Insurance Requirements, Exhibit C, Non-Arbitration and Audit Clause. Suddenlink is not offering BGP on this contract based on City requirements but has the ability to support BGP should the City wish to implement it in the future.

Promotion Details

NOTICE REGARDING 911 SERVICES

While your Suddenlink Phone Service may be supported by a battery backup, it is electrically powered. In the event of a power outage or Suddenlink network failure, 911 service will not be available. You are prohibited from moving the phone modem from the address where it was installed. If you move the phone modem, the 911 service may not function properly and emergency operators will not be able to identify the caller's location.

By signing this Agreement; (i) you represent that you are the Customer or Customer's authorized agent; (ii) you agree that you have received a copy of and have been given an opportunity to review this Commercial Service Order and the Commercial Service Agreement, of which this Service Order is a part; (iii) you agree to the terms and conditions of the Commercial Service Agreement; (iv) you acknowledge that you have read and understood the Notice Regarding 911 Services above; (v) you agree that all work by Suddenlink or Suddenlink's agent has been performed to your satisfaction as set forth herein; and (vi) **you acknowledge that THIS BUSINESS SERVICE AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.** This Agreement shall not be deemed effective until it has been executed by both parties. Final proposed prices in this Agreement are valid for 30 business days from the date below of the Suddenlink signatory. The prices are firm for the term of this Agreement when signed below by the Customer and by Suddenlink.

Customer Authorized Signature

Date

Glen C. Robertson

Mayor

Print Name

Title

Cequel Communications, LLC dba Suddenlink Communications,
on behalf of its affiliates providing services hereunder ("Suddenlink")

Date

STEVE TULLOH

VP Comm Svcs

Print Name

Title

ATTEST:

APPROVED AS TO FORM:

Rebecca Garza, City Secretary

Chad Weaver, Assistant City Attorney

APPROVED AS TO CONTENT:

Mark Yearwood, Chief Information Officer and
Assistant City Manager

Commercial Service Agreement

TERMS OF SERVICE APPLICABLE TO ANY AND ALL SERVICE(S):

Customer, identified in the Service Order (defined in paragraph 1 below), understands and agrees that this Commercial Service Agreement, together with the Annex and any applicable tariff, (collectively, the "Agreement") applies to each and every communication service provided to Customer by Suddenlink Communications and any affiliate of Suddenlink Communications that to the extent such affiliate provides Services to you under this Agreement ("Suddenlink") ("Service(s)"), which may include, without limitation, cable television service ("Video Service"), high speed data service ("High Speed Internet Service"), voice service ("Phone Service") and related equipment ("Equipment"). This Commercial Service Agreement, along with the Annex, each as may be updated from time to time, can be found on our website at www.suddenlink.com.

1. **Agreement.** This Agreement shall be effective upon execution by the parties, and Services shall be provided for the Term (as defined in Section 5 below). Customer agrees to be bound to this Agreement by: (i) executing a copy of the Commercial Service Order presented to Customer at the time of installation ("Service Order"), (ii) ordering a Service, or (iii) using one or more Services at Customer's location. Suddenlink may, in its sole discretion, change, modify, add or remove portions of this Agreement at any time by giving Customer notice in accordance with this Agreement. Customer's continued use of the Services following such notice shall be deemed as Customer's acceptance to any revision in this Agreement. If Customer does not agree to the revised Agreement, Customer must immediately notify Suddenlink of Customer's intent to terminate Service and return all Equipment.

2. **Services and Use.** Suddenlink shall use reasonable efforts to make the Services available by any requested service date. Suddenlink shall not be liable for any damages whatsoever resulting from delays in meeting any service dates due to delays resulting from construction or for reasons beyond its control. The parties acknowledge and agree that, except for Web hosting, if applicable, and as otherwise set forth in the Commercial Services Order, Customer may only use the Services for its own commercial purposes and not that of any third party, and Customer shall not resell the Services. Customer shall be responsible for any software and content displayed and distributed by Customer or Customer's web hosting customers, if any. Unless otherwise expressly set forth in the Commercial Service Order, Customer acknowledges that pay per view events and premium video and audio services may not be available, and, if provided, may be subject to additional charges beyond the base rate. Suddenlink shall provide Customer with the Services and Equipment identified on Customer's Commercial Service Order; provided, however, if Suddenlink determines that Customer's location is not serviceable under Suddenlink's normal installation guidelines, Suddenlink may terminate this Agreement. Unless provided otherwise herein, Suddenlink shall use reasonable efforts to maintain the Services in accordance with applicable performance standards, however, Suddenlink shall have no responsibility for the maintenance or repair of networks, facilities and equipment not furnished by Suddenlink.

3. **Distribution System and Inside Wiring.** "Distribution System" shall mean (1) all distribution plant and associated electronics, equipment and wiring installed or provided by Suddenlink or its predecessors which is necessary to distribute Services throughout the premises, but specifically excluding Inside Wiring defined below, and (2) all equipment furnished by Suddenlink at the premises. The installation of the Distribution System and Inside Wiring by Suddenlink will meet all applicable FCC specifications and will be installed in a good, workmanlike manner. Ownership of the Distribution System shall at all times be and remain in Suddenlink and shall be used exclusively by Suddenlink operations. Upon expiration or termination of this Agreement, Suddenlink shall continue to own and control the entire Distribution System. Upon termination of this Agreement and if Suddenlink is no longer providing Services to the premises, Suddenlink has the option to remove all or any portion of the Distribution System, provided that any damage to the premises caused by removal of the Distribution System will be repaired by Suddenlink to Customer's reasonable satisfaction. Any part of the Distribution System remaining on the premises shall become the sole property of Customer. "Inside Wiring" shall mean that wiring located within the property. Ownership of the Inside Wiring shall at all times be and remain in Customer. Customer shall be responsible for the repair and maintenance of the Inside Wiring, in a good, workmanlike manner in accordance with all applicable codes, regulations, or laws.

4. **Payment.** Customer shall pay all monthly service charges, plus non-recurring, one-time set-up, installation and/or construction charges as set forth on the Commercial Service Order. Unless stated otherwise on the Commercial Service Order, Monthly Recurring Charges/Access Charges ("MRCs") for Services shall begin upon, and Non Recurring Charge/One-time Activation and Set-up Fees ("NRCs") if any shall be due upon, the commencement of Services. Any amount not received by the due date will be subject to additional fees as set forth below. If applicable to the Service, Customer shall pay sales, use, gross receipts, excise, access, universal service fund assessments, 911 fees, franchise fees, bypass or other local, state and Federal taxes, broadcast surcharges or other charges imposed on the use of the Services. Taxes will be separately stated on the Customer's invoice. Unpaid balances shall be subject to interest or late charges at the maximum rate allowed by law. Failure to pay the total balance when due may be grounds for Suddenlink to impose an administrative fee ("Administrative Fee") in accordance with applicable law. Any Administrative Fee imposed on Customer is intended to be a reasonable advance estimate of costs of managing past due accounts. Suddenlink does not extend credit to Suddenlink's customers and the Administrative Fee is not interest, a credit service charge or a finance charge. Failure to receive a bill does not release Customer from Customer's obligation to pay. Failure to pay the total balance when due shall constitute a breach of this Agreement and may be grounds for termination of Service upon written notice to Customer if Customer has failed to correct such non-payment default within ten (10) days

of written notice from Suddenlink, removal of Equipment from Customer's premises and/or imposition of an Administrative fee in accordance with applicable law.

5. **Additional Fees.** In addition to MRCs, NRCs, late charges, interest, and any Administrative Fee, additional fees may be imposed, including fees for returned checks, charge card chargeback, early termination, reconnection and service calls. Additional charges, including attorney fees, may also be imposed if collection activities are required to recover past due balances. A list of fees is available on Suddenlink's website (www.suddenlink.com) ("Schedule of Fees"). Suddenlink reserves the right to amend or change the Schedule of Fees from time to time by posting the changes on Suddenlink's website.

6. **Term, Early Termination.** The term of the Service Order shall commence on the date that any Service commences and shall terminate upon the expiration or earlier termination of the term set forth on the Service Order (the "Term"). If a Service Order does not specify a term, the Term shall be one (1) year from the date that any Service commences. Upon the expiration of the Term, each Service Order(s) shall automatically renew for successive periods of one (1) year each ("Renewal Term(s)"), unless prior notice of non-renewal is delivered by either party to the other at least thirty (30) days before the expiration of the Service Term or the then current Renewal Term. Effective at any time after the end of the Term and from time to time therein, Suddenlink may, modify the charges for HSI and/or Video Services to reflect then-current prevailing pricing subject to thirty (30) days prior notice. Customer will have thirty (30) days from receipt of such notice to cancel the applicable Service without further liability. Should Customer fail to cancel within this timeframe, Customer will be deemed to have accepted the modified Service pricing for the remainder of the Renewal Term. If Customer cancels, terminates or downgrades the Service before the completion of the Term, or prior to the term of any promotional offer, Customer agrees to pay Suddenlink all sums, which shall become due and owing as of the effective date of the cancellation or termination, including: (i) all non-recurring charges reasonably expended by Suddenlink to establish service to Customer and not remunerated, (ii) any disconnection, early cancellation or termination charges reasonably incurred and paid by Suddenlink to third parties on behalf of Customer, and (iii) all recurring charges for the remaining balance of the Term or term of the promotional offer.

7. **Disputed Charges.** Customer must notify Suddenlink in writing of billing errors disputes or requests for credit within thirty (30) days after Customer receives the bill for which correction of an error or credit is sought. The date of the dispute shall be the date Suddenlink receives sufficient documentation to enable Suddenlink to investigate the dispute. The date of the resolution is the date Suddenlink completes its investigation and notifies the Customer of the disposition of the dispute.

8. **Default.** If Customer fails to comply with any material provision of this Agreement, including, but not limited to failure to make payment as specified, then Suddenlink, at its sole option, may elect to pursue one or more of the following courses of action upon proper notice to Customer as required by applicable law: (i) terminate service whereupon all sums then due and payable shall become immediately due and payable, (ii) suspend all or any part of Services, and/or (iii) pursue any other remedies, including reasonable attorneys' fees, as may be provided at law or in equity, including the applicable termination liabilities.

9. **LIMITATION OF LIABILITY.** EXCEPT FOR ANY REFUNDS OR CREDITS AS EXPRESSLY PROVIDED IN THIS AGREEMENT, SUDDENLINK, ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATES, VENDORS, CARRIER PARTNERS, CONTENT PROVIDERS AND OTHER PERSONS OR ENTITIES INVOLVED IN PROVIDING THE SERVICES OR EQUIPMENT (COLLECTIVELY, THE "SUDDENLINK PARTIES") SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, COST OR EXPENSE INCLUDING DIRECT, SPECIAL, INDIRECT, INCIDENTAL, TREBLE, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL LOSSES OR DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, EARNINGS, BUSINESS OPPORTUNITIES, LOSS OF DATA, PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR LEGAL FEES AND EXPENSES, SOUGHT BY CUSTOMER OR ANYONE ELSE USING CUSTOMER'S SERVICE ACCOUNT, AND/OR USE OF THE EQUIPMENT OR OTHERWISE ARISING IN CONNECTION WITH THE INSTALLATION, MAINTENANCE, FAILURE, REMOVAL OR USE OF SERVICES AND/OR EQUIPMENT OR CUSTOMER'S RELIANCE ON THE SERVICES AND/OR EQUIPMENT, INCLUDING WITHOUT LIMITATION ANY LIABILITY THAT ARISES DIRECTLY OR INDIRECTLY OUT OF THE USE OR INABILITY TO USE THE SERVICES (INCLUDING THE INABILITY TO ACCESS EMERGENCY 911 OR E911 SERVICES), MISTAKES, OMISSIONS, INTERRUPTIONS, FAILURE OR MALFUNCTION, DELETION OR CORRUPTION OF FILES, WORK STOPPAGE, ERRORS, DEFECTS, DELAYS IN OPERATION, DELAYS IN INSTALLATION, FAILURE TO MAINTAIN PROPER STANDARDS OF OPERATION, FAILURE TO EXERCISE REASONABLE SUPERVISION, DELAYS IN TRANSMISSION, BREACH OF WARRANTY OR FAILURE OF PERFORMANCE OF

THE SERVICES AND/OR EQUIPMENT; OR RESULTING DIRECTLY OR INDIRECTLY OUT OF, OR OTHERWISE ARISING IN CONNECTION WITH, ANY ALLEGATION, CLAIM, SUIT OR OTHER PROCEEDING RELATING TO SERVICES AND/OR EQUIPMENT, OR THE INFRINGEMENT OF THE COPYRIGHT, PATENT, TRADEMARK, TRADE SECRET, CONFIDENTIALITY, PRIVACY, OR OTHER INTELLECTUAL PROPERTY RIGHTS OR CONTRACTUAL RIGHTS OF ANY THIRD PARTY. SUDDENLINK'S MAXIMUM LIABILITY TO CUSTOMER ARISING UNDER THIS AGREEMENT SHALL BE THE LESSER OF \$5,000.00 OR THE AMOUNT ACTUALLY PAID BY CUSTOMER FOR SERVICES HEREUNDER FOR THE RESPECTIVE REGULAR BILLING PERIOD.

10. **WARRANTIES.** CUSTOMER AGREES THAT THE SERVICES AND EQUIPMENT ARE PROVIDED BY SUDDENLINK ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTIES OF ANY KIND, EXCEPT AS PROVIDED HEREIN, THERE ARE NO AGREEMENTS, WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING WARRANTIES OF TITLE, NON-INFRINGEMENT MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, RELATING TO THE SERVICES. SERVICES PROVIDED ARE A BEST EFFORTS SERVICE AND SUDDENLINK DOES NOT WARRANT THAT THE SERVICES, EQUIPMENT OR SOFTWARE SHALL BE ERROR-FREE OR WITHOUT INTERRUPTION. SUDDENLINK MAKES NO WARRANTY AS TO TRANSMISSION OR UPSTREAM OR DOWNSTREAM SPEEDS OF THE NETWORK. ALL USE OF THE SERVICES ARE PROVIDED AT CUSTOMER'S SOLE RISK AND CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR CUSTOMER'S OR ANY USER'S USE OF THE SERVICES. THE SUDDENLINK PARTIES MAKE NO WARRANTIES THAT THE SERVICE, EQUIPMENT OR SOFTWARE ARE COMPATIBLE WITH ANY CUSTOMER EQUIPMENT AND ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR IMPAIRMENT OF SERVICE DUE IN WHOLE OR IN PART TO CUSTOMER EQUIPMENT. THE SUDDENLINK PARTIES MAKE NO WARRANTY AS TO THE SECURITY OF CUSTOMER'S COMMUNICATIONS VIA SUDDENLINK'S FACILITIES OR SERVICES, OR THAT THIRD PARTIES WILL NOT GAIN UNAUTHORIZED ACCESS TO OR MONITOR CUSTOMER'S COMMUNICATIONS. CUSTOMER AGREES THAT CUSTOMER HAS THE SOLE RESPONSIBILITY TO SECURE CUSTOMER'S COMMUNICATIONS AND THAT THE SUDDENLINK PARTIES WILL NOT BE LIABLE FOR ANY LOSS ASSOCIATED WITH SUCH UNAUTHORIZED ACCESS.

11. **Indemnity.** Intentionally Deleted.

12. **Miscellaneous.** The Agreement constitutes the entire agreement between Suddenlink and Customer for the Services and equipment provided herein. The invalidity or unenforceability of any term or condition of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement may be modified, waived or amended only by a written instrument signed by the parties; provided however, that Suddenlink may

modify this Agreement and the AUP and if Customer continues to use the Service, Customer shall be bound by such modifications. The rights and obligations of the parties under this Agreement shall be governed by the laws of the State of Texas.

The failure by either party to exercise one or more rights provided in this Agreement shall not be deemed a waiver of the right to exercise such right in the future. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery or by mail. If delivered by mail, notices shall be sent by any overnight mail service with proof of receipt; or by certified or registered mail, return receipt requested; with all postage and charges prepaid. All notices and other written communications under this Agreement shall be addressed to the parties at the addresses on the first page of this Agreement, or as specified by subsequent written notice delivered by the party whose address has changed. Suddenlink may also deliver any required or desired notice hereunder to Customer by contacting the telephone number on Customer's account. All representations, warranties, indemnifications, dispute resolution provisions and limitations of liability contained in this Agreement shall survive the termination of this Agreement, as well as any other obligations of the parties hereunder which, by their terms, would be expected to survive such termination or which relate to the period prior to termination (including legal conditions, payment, and Suddenlink rights and the rights of others).

13. **Regulatory Authority-Force Majeure.** This Agreement and the obligations of the parties shall be subject to modification to comply with all applicable laws, regulations, court rulings, and administrative orders, as amended. In no event shall either party have any claim against the other for failure of performance if such failure is caused by acts of God, natural disasters including fire, flood, or winds, civil or military action, including riots, civil insurrections or acts of terrorists or the taking of property by condemnation. Suddenlink may, in its sole discretion, immediately terminate this Agreement, in whole or in part, in the event there is a material change in any law, rule, regulation, Force Majeure event, or judgment of any court or government agency, and that change affects Suddenlink's ability to perform its obligations under this Agreement.

14. **ARBITRATION.** Intentionally Deleted.

15. **Assignment.** Customer may not assign, in whole or in part, this Agreement without the prior written consent of Suddenlink, which consent may be withheld in Suddenlink's discretion. Suddenlink may assign, in whole or in part, this Agreement, and Service may be provided by one or more legally authorized Suddenlink affiliates.

May 14, 2013

Internet Access Via Non-Wireless Connection
CITY OF LUBBOCK, TEXAS
RFP 13-11179-DT

BEST AND FINAL OFFER
PRICING SHEET

Using existing single connection
Using Existing Equipment at
Municipal Square, 916 Texas Avenue

Speed with existing entry/equipment	Monthly price for 60 month term
10 Mbps	\$620.00
20 Mbps	\$1,135.00
30 Mbps	\$1,550.00
40 Mbps	\$1,880.00
50 Mbps	\$2,135.00
60 Mbps	\$2,325.00
70 Mbps	\$2,460.00
80 Mbps	\$2,540.00
90 Mbps	\$2,600.00
100 Mbps	\$2,700.00

One-time Installation fee of \$2,500.00

Date: 5/14/2013

Authorized Signature: 

Print/Type Name: Michael Stratter

Title: Regional Sales Manager

INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

<u>Type</u>	<u>Amount</u>
Worker's Compensation or	\$500,000
Occupational Medical and Disability Employers Liability	
Commercial General Liability per Occurrence	Combined single limit for bodily injury and property damage of \$500,000 per occurrence or its equivalent.
Endorsements	
- General Aggregate	
- Products/Op AGG	
- Personal & Adv. Injury	
- Contractual Liability	
Automobile Liability	Combined single limit for bodily injury and of \$300,000 per occurrence or its equivalent
a. Any Auto	

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

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such

policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

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

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

NOTICES

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

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

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

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

A. Non-Arbitration

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

B. The City Right to Audit

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.

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. 11411 for internet access via non-wireless connection, by and between the City of Lubbock and AT&T, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

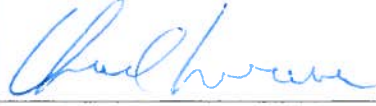
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-AT&T
July 9, 2013



MASTER AGREEMENT

Customer City of Lubbock Street Address: 1625 13th City: Lubbock State/Province: TX Zip Code: 79401 Country: USA	AT&T AT&T Corp.
Customer Contact (for notices) Name: D'Ana Torres Title: Senior Buyer Street Address: 1625 13th City: Lubbock State/Province: TX Zip Code: 79401 Country: USA Telephone: 806-775-2167 Fax: 806-775-2164 Email: dtorres@mail.ci.lubbock.tx.us	AT&T Contact (for notices) Street Address: 2010 Ave R City: Lubbock State/Province: TX Zip Code: 79411 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

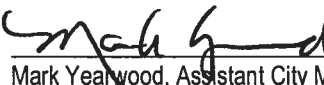
This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name: Glen C. Robertson	Name:
Title: Mayor	Title:
Date:	Date:

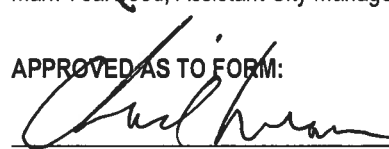
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Mark Yearwood, Assistant City Manager/Chief Information Officer

APPROVED AS TO FORM:


Chad Weaver, Assistant City Attorney

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents.** This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

- (a) **Pricing Schedules.** A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").
- (b) **Tariffs and Guidebooks.** "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.
- (c) **Acceptable Use Policy.** AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.
- (d) **Service Guides.** The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents.** The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents.** Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates.** An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services.** AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment.** Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment.** Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms.** Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right.** Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

MASTER AGREEMENT

3.2 Safe Working Environment. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 Users. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 Resale of Services. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term. The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 Additional Charges and Taxes. Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 Billing. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 Payments. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 Delayed Billing; Disputed Charges. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 Credit Terms. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 MARC. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

MASTER AGREEMENT

4.8 Adjustments to MARC.

- (a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.
- (b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information.** Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement as allowed by the Texas Public Information Act.

5.2 **Obligations.** A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **City Right to Audit.** 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 charges for services provided to the City under this Contract. In the event such an audit by the City reveals any billing errors or overpayments by the City, and Contractor confirms such billing errors or overpayments, then Contractor shall refund the City the full amount of such overpayments within thirty (30) days of confirming such audit findings.

5.4 **Exceptions.** The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.5 **Privacy.** Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 Limitation of Liability.

- (a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:
 - (i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;
 - (ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;
 - (iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);
 - (iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

MASTER AGREEMENT

- (v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.
- (b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.
- (c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 Disclaimer of Liability. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 Purchased Equipment and Vendor Software Warranty. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 Disclaimer of Warranties. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 Application and Survival. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 AT&T's Obligations. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 Customer's Obligations. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 Infringing Services. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 Notice and Cooperation. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended,

MASTER AGREEMENT

which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement.** This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension.** The following additional termination provisions apply:

- (a) **Material Breach.** If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.
- (b) **Materially Adverse Impact.** If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.
- (c) **Internet Services.** If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.
- (d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.
- (e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).
- (f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 Effect of Termination.

- (a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.
- (b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 Termination Charges.

- (a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.
- (b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

MASTER AGREEMENT

- (c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.
- (d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 Assignment and Subcontracting.

- (a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.
- (b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.
- (c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability.** If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief.** Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action.** Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Non-Arbitration.** The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are

MASTER AGREEMENT

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.

10.11 Dispute Resolution.

(a) General agreement of the Parties.

The Parties mutually agree that the interests of fairness, efficiency, and good business practices are best served when the Parties employ all reasonable and informal means to resolve any Dispute under this Agreement. The Parties express their mutual commitment to using all reasonable and informal means of resolving Disputes prior to invoking any other remedy.

(b) Duty to negotiate in good faith.

Any Dispute that in the judgment of any Party to this Agreement may materially or substantially affect the performance of any Party will be reduced to writing and delivered to the other Party. The Parties must then negotiate in good faith and use reasonable efforts to resolve such dispute and the Parties will not resort to pursuing further remedies unless they have reasonably determined that a negotiated resolution is not possible. The resolution of any dispute disposed of by agreement between the Parties will be reduced to writing and delivered to all Parties within ten Business Days.

10.12 Insurance.

a. With respect to AT&T's performance under this Agreement, and separate from AT&T's obligation to Indemnify, AT&T shall at its sole cost and expense:

- i. maintain the insurance coverage and limits required by this Section and any additional insurance and/or bonds required by law:
 1. at all times during the term of this Agreement and until completion of all work associated with this Agreement, whichever is later; and
 2. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of work under this Agreement;
- ii. require each subcontractor that may perform work under this Agreement or enter upon the work site to maintain coverage, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins work, throughout the term of the subcontractor's work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;
- iii. except where AT&T chooses to self-insure, procure the required insurance from an insurance company eligible to do business in the state or states where work will be performed and having and maintaining a Financial Strength Rating of "A-" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies;
- iv. deliver to Customer certificates of insurance stating the types of insurance and policy limits. AT&T or the issuing insurance company will endeavor to provide at least 30 days advance written notice of cancellation or non-renewal to Customer of any insurance that is not replaced. AT&T shall deliver such certificates:
 1. prior to commencement of any work;
 2. prior to expiration of any insurance policy required in this Section; and
 3. if coverage is "claims-made," such coverage shall remain in place until two years following the expiration or termination of this Agreement; and
- v. be responsible for any deductible or self-insured retention for any coverage required by this Section.

b. The insurance coverage required by this Section includes:

- i. **Workers' Compensation** insurance written on National Council on Compensation Insurance ("NCCI") Form WC 00 00 01 or its substantial equivalent with benefits afforded under the laws of any state in which the work is to be performed and **Employers Liability** insurance with limits of:
 1. \$500,000 for Bodily Injury – each accident
 2. \$500,000 for Bodily Injury by disease – policy limits
 3. \$500,000 for Bodily Injury by disease – each employeeTo the fullest extent allowable by law, the policy must include a waiver of subrogation in favor of Customer, its Affiliates, and their directors, officers and employees.
- ii. **Commercial General Liability** insurance written on Insurance Services Office (ISO) Form CG 00 01 or its substantial equivalent, covering liability arising from premises, operations, independent contractors, personal injury, products, completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of:
 1. \$2,000,000 General Aggregate limit;
 2. \$1,000,000 each occurrence limit for all bodily injury or property damage;
 3. \$1,000,000 each occurrence limit for Personal Injury and Advertising Injury;
 4. \$2,000,000 Products/Completed Operations Aggregate limit;
 5. include Customer, its Affiliates, and their directors, officers, and employees as Additional Insureds;
 6. include a waiver of subrogation in favor of Customer, its Affiliates, and their directors, officers and employees; and
 7. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by Customer.

MASTER AGREEMENT

- iii. **Business Automobile Liability** insurance written on ISO Form CA 00 01 or its substantial equivalent with limits of \$1,000,000 each accident limit for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles
 - iv. **Professional Liability (Errors & Omissions)** insurance written on AT&T's current E&O carrier's standard form with limits of \$1,000,000 each claim or wrongful act and in the aggregate.
 - c. Coverage under this Section is limited solely to the extent to which the occurrence or incident (i) arises directly from AT&T's operations and (ii) is caused by the negligence, error or omission of AT&T. Coverage under this section shall not be available to the extent to which the occurrence or incident is caused by the negligence, error or omission of Customer or any Additional Insured. Any such coverage shall be no broader than the applicable insurance policy terms and conditions, and the insurance limits available to Customer pursuant to this Section shall be no greater than the limits stated in this Section.
 - d. No coverage under this Section shall apply to the extent of Customer's or its agents' own breach, fault, negligence, error or omission.
 - e. AT&T may in its sole discretion self insure any of the coverage required by this Section under the same terms as required by this Section.
- 10.13 **Notices.** Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.
- 10.14 **Governing Law.** This Agreement will be governed by the law of the State of Texas, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.
- 10.15 **Compliance with Laws.** Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.
- 10.16 **No Third Party Beneficiaries.** This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.
- 10.17 **Survival.** The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.
- 10.18 **Agreement Language.** The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.
- 10.19 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

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"Minimum Payment Period" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"Minimum Retention Period" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"Purchased Equipment" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"Service Component" means an individual component of a Service provided under this Agreement.

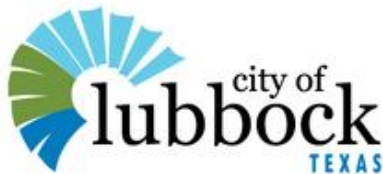
"Service Publications" means Tariffs, Guidebooks, Service Guides and the AUP.

"Site" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"Software" means AT&T Software and Vendor Software.

"Third-Party Service" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"Vendor Software" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.



Regular City Council Meeting

5. 5.

Meeting Date: 07/23/2013

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 14200017 with Abacus Computers, Inc. for the purchase of equipment to upgrade the Storage Area Network (SAN) for the Police Department DP-3 Server.

Item Summary

The contract is for the purchase of equipment necessary for the enterprise virtual array (EVA) upgrade of the data patroller (DP) 3 server. The additional drive enclosure and hard drives will provide storage to save the videos recorded by the DP-3 video system utilized by the Police Department in the patrol cars.

A large number of videos are created daily by the patrol cars and those videos must be stored for future use. Retrieval of the videos could be required by training and/or criminal trials at a later date.

The \$114,496 purchase from Abacus Computer, Inc. of Midland, Texas, is made through the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1364. Texas Local Government Code Chapter 271.083 authorizes local governments to acquire hardware, software, and other Information Technology products through the DIR program. Pursuant to the Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements of Texas.

Fiscal Impact

The equipment is being purchased with a portion funded from the Byrne Memorial (JAG 11) grant in the amount of \$50,377 and the balance of \$64,119 from the Police Awarded Trust.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & PO - Abacus Computers

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. 14200017 for the purchase of equipment to upgrade the EVA for the police department DP-3 server as per DIR-SDD-1364, by and between the City of Lubbock and Abacus Computers, Inc. of Midland, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

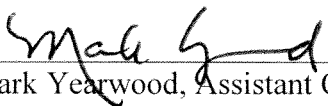
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

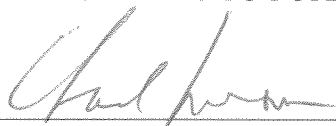
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 07/05/2013
Order Number 14200017 000 OP
Branch/Plant 142

TO:

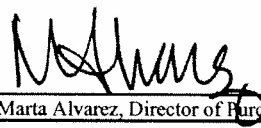
ABACUS COMPUTERS INC.
6 DESTA DRIVE SUITE 1350
MIDLAND Texas 79705-5512

SHIP TO:

CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
LUBBOCK Texas 79401

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

BY:


Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/05/2013 Freight
Requested 07/05/2013 Taken By D.TORERS
Delivery PER J.ZHINE / REQ 42045 QUOTE 062613 /DIR-SDD-1364

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
HP M6625 2.5" SAS Drv Enclosur	8.000	1,244.0000	EA	9,952.00	08/22/2013
HP M6625 600GB 6G SAS 10K 2.5"	85.000	436.0000	EA	37,060.00	08/22/2013
HP M6625 600GB 6G SAS 10K 2.5"	115.000	436.0000	EA	50,140.00	08/22/2013
HP 3Yr Support Plus 24 Service	1.000		EA		08/22/2013
P6500 Drv Enclosure HW support	8.000	193.0000	EA	1,544.00	08/22/2013
P6500 HDD HW support	3.000	79.0000	EA	237.00	08/22/2013
P6500 HDD HW support	197.000	79.0000	EA	15,563.00	08/22/2013
Total Order					
Terms NET DUE ON RECEIPT					114,496.00

This purchase order encumbers funds in the amount of \$114,496 awarded to Abacus Computers Inc. of Midland, Texas on July 23, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation 0626613 dated June 26, 2013 from Abacus Computers Inc. of Midland, Texas and State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1364. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



Hub Certified DIR Vendor

QUOTE 062613

June 26, 2013

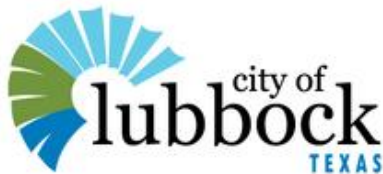
David McGaughey
City of Lubbock

Thank you for giving us the opportunity to discuss your microcomputer needs. We are pleased to submit this quotation. The following is from Texas DIR-SDD-1364.

Quantity	Part Number	Description	Price/Unit	Total
8	AJ840A	HP M6625 2.5" SAS Drive Enclosure	\$1,244.00	\$9,952.00
200	AW611A	HP M6625 600GB 6G SAS 10K 2.5" Drives.	\$436.00	\$87,200.00
1	HA110A3	HP 3year Support Plus 24 Service		
8	HA110A3Q25	P6500 Drive Enclosure JW support	\$193.00	\$1,544.00
200	HA110A3Q26	P6500 HDD HW Support	\$79.00	\$15,800.00
		Total		\$114,496.00

I will be pleased to provide any additional information you may require and look forward to being of service. Thanks.

Patrick Weatherred, BS(EET)
Sales Consultant
Abacus Computers Inc
6 Desta Drive Suite 1350
Midland, TX 79705



Regular City Council Meeting

5. 6.

Meeting Date: 07/23/2013

Information

Agenda Item

Contract Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute contract 11384 with CS Advantage USAA, Inc. for the Lubbock Memorial Civic Center roof replacement project, ITB 13-11384-TF.

Item Summary

This project will provide for the installation of a thermoplastic membrane on all areas of the Lubbock Memorial Civic Center building. The process will include adhering a substrate board to the existing roof membrane, a modified base sheet and one ply of the thermoplastic sheet. Some areas of the roof will require the existing roof membrane and insulation be removed due to deterioration. In these areas, new insulation will be installed prior to the substrate board, modified base sheet and thermoplastic membrane installed. The existing roof on the Civic Center building has exceeded its life cycle and is showing signs of overall deterioration. While there are some areas of the roof that have shown development of moisture within the insulation, the majority of the roof is such that the installation of a new membrane will keep further damage from occurring. This project will provide for a watertight facility and a twenty year manufacturer's warranty with no exclusion for up to two-inch diameter hail events, and a two year contractor's warranty.

Bids were received from the following contractors:

CS Advantage USAA, Inc. of College Station, TX	\$1,328,000
American Contracting USA of Rio Hondo, TX	1,444,000
J. Reynolds & Co., Inc. of Saginaw, TX	1,479,730
Minnix Commercial Partners, Ltd of Lubbock, TX	1,652,520
Lydick-Hooks Roofing Co. of Lubbock, Inc. of Lubbock, TX	1,658,700
Topside Contracting, LLC of San Antonio, TX	1,679,000
Tecta America-CS, LLC of Lubbock, TX	1,760,000
Benco Commercial Roofing of Fort Worth, TX	1,769,900
BRI Roofing & Sheet Metal of Haslet, TX	2,227,431
M.E. Tafoya Ent. Inc. of El Paso, TX	2,530,070

After review of all bids submitted, City staff is recommending the project be awarded to CS Advantage USAA, Inc. of College Station, TX, with the low bid of \$1,328,000. Staff has determined that CS Advantage USAA, Inc. has met all of the bidding requirements and can execute the work as described in the written specifications. The contract is awarded by a lump sum price. Time for completion is 280 consecutive calendar days with liquidated damages of \$500 per consecutive calendar day.

Fiscal Impact

\$8,659,288 is appropriated in Capital Improvement Project 91195, Civic Center renovations, with \$1,328,000 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Bid Form - CS Advantage

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. 11384 for Lubbock Memorial Civic Center roof replacement project, by and between the City of Lubbock and CS Advantage USAA, Inc., of College Station, 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.

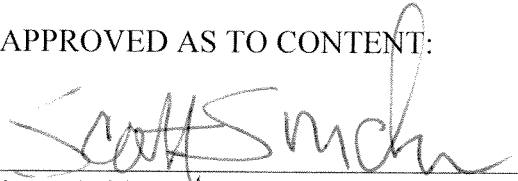
Passed by the City Council on _____.

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

**BID SUBMITTAL FORM
LUMP SUM PRICE CONTRACT**

DATE: 7-2-13

ITB 13-11384-TF – Lubbock Memorial Civic Center Roof Replacement Project

Bid of CS ADVANTAGE USAA, Inc (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 Lubbock Memorial Civic Center Roof Replacement Project, 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	LUMP SUM
1	Roof Sections A, D2, D3, D5, D6, D7, D8, D9, E, F1, F2, F3, G1, G2, G3 and H: Work shall include priming of existing roof membrane with asphalt primer. Raise all mechanical equipment and service lines to eight inch minimum height above finished roof surface. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Roof Sections B and C: Work shall include removal of existing roof membrane and insulation down to substrate. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Roof Sections D1 and D4: Work shall include removal of existing roof membrane and insulation down to substrate. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Base bid consists of the materials and labor necessary for improvements to three sections of the roof, as specified herein.	
	TOTAL LUMP SUM	1,328,000.00

 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 **280 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 **\$500** 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 28 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 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 10 business days after notice of award of the contract to him

Ob 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% GDB Dollars (\$ 5% GDB), 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: 7-2-13

Authorized Signature

(Printed or Typed Name)

CS ADVANTAGE USA, Inc.

Company

1424 Andover Ct.

Address

College Station, Brazos

City

County

Texas

77845

State

Zip Code

Telephone: 210 - 771-0720

Fax: 210 - 579-2157

FEDERAL TAX ID or SOCIAL SECURITY No.

2723129354

EMAIL: O-ggalvan@hotmail.com

(Seal if Bidder is a Corporation)

ATTEST:

Anaceli Rodriguez
Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 6-28-13

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

M/WBE Firm:

☒	Woman	☐	Black American	☐	Native American
☒	Hispanic American	☐	Asian Pacific American	☐	Other (Specify)

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 23, 2013**

Capital Project Number:	91195
Capital Project Name:	Civic Center Renovations

	Budget
<i>Encumbered/Expended</i>	
Theater Stage Floor - Architecture and Engineering	\$ 11,750
Theater Stage Floor Replacement	53,046
Elevator Repair	34,187
Wheelchair Lift Replacement	22,784
Theater Dimmer System Architectural and Engineering	24,500
Theater Dimmer System Replacement	155,031
Asbestos Protocol and Air Monitoring Service	1,090
Physical Plant Roof Asbestos Removal	4,853
Physical Plant Roof Architecture and Engineering	7,000
Physical Plant Roof Repairs	58,500
Physical Plant Upgrade	701,027
Plaza Architecture and Engineering	9,996
West Pedestrian Bridge Architecture and Engineering	23,500
Civic Center Roof Architecture and Engineering	132,000
Minnix Commercial Partners, LTD	122,809
Centennial Moisture Control, Inc.	244,600
BSA Consulting Engineers, PLLC	206,100
Chapman Harvey Architects, Inc.	204,292
Civic Center Plaza - Change Order #1	2,123

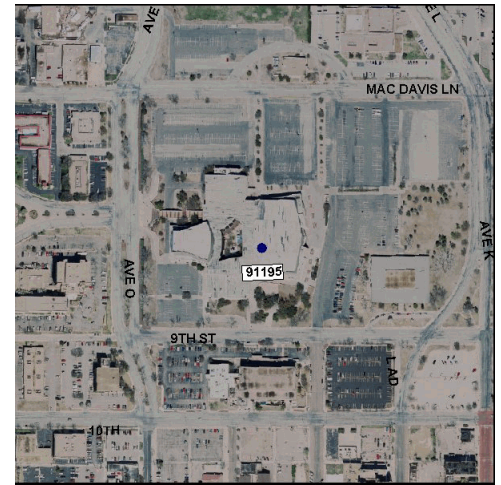
Agenda Items July 23, 2013

CS Advantage USAA, Inc.	1,328,000
<i>Encumbered/Expended To Date</i>	3,347,188

Estimated Costs for Remaining Appropriation

Digital HVAC Controls, restrooms, ADA, flooring, Exhibit	
Hall light fixtures, exterior repairs, exterior lighting, bleachers, seating, and painting	5,312,100
<i>Remaining Appropriation</i>	5,312,100
Total Appropriation	\$ 8,659,288

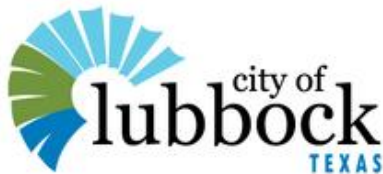
Project Status **Approved**



\$7,209,288 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

Appropriation Detail	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	8,414,288	475,000	0	0	0	0	0	8,889,288
Construction Management Support	100,000	0	0	0	0	0	0	100,000
Design and Engineering	145,000	0	0	0	0	0	0	145,000
Total Project Appropriation	8,659,288	475,000	0	0	0	0	0	9,134,288

Project Name	Civic Center Renovation	Project Number						91195
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 2009 General Obligation Bonds	109,288	0	0	0	0	0	0	109,288
FY 2010 General Obligation Bonds	5,950,000	0	0	0	0	0	0	5,950,000
Hotel/Motel Funds	2,600,000	475,000	0	0	0	0	0	3,075,000
Total Funding Sources	8,659,288	475,000	0	0	0	0	0	9,134,288



Regular City Council Meeting

5. 7.

Meeting Date: 07/23/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 27500033 with Tennant Sales and Service Company for a power scrubber/sweeper for the Civic Center.

Item Summary

ITB 13-11335-TF was issued to solicit bids for one power scrubber/sweeper. A Texas Multiple Awards Schedule (TXMAS) quote was also requested. Two bids were received, a bid tabulation is provided. The bids received did not meet specifications. The quote received from TXMAS from Tennant Sales and Service Company met the specifications.

The purchase order contract is for one power scrubber/sweeper to be used to sweep and scrub the concrete floor before and after events held in the Civic Center and the Coliseum. The equipment is used to prepare hard surfaces prior to applying a gloss finish coat. The new unit will replace two units that are over 20 years old.

The \$51,778 purchase from Tennant Sales and Service Company of Minneapolis, Minnesota, is through the Texas Multiple Awards Schedule (TXMAS) contract TXMAS 3-23V030. The TXMAS program adapts existing competitively awarded federal government contracts to the procurement needs of the State of Texas and local governments. As the responsible federal entity, the General Service Administration's (GSA) Federal Supply Service awards Federal Supply Schedule contracts by competitive procurement procedures from more than 50 schedules covering multiple commodities and services. The prices reflected on GSA schedule contracts are the most favored customer prices and the maximum price allowable. To be considered for the TXMAS program, an existing contract must be awarded by the federal government or other governmental entity using a competitive process and adaptable to the laws of the State of Texas (Texas Government Code Title 10, Subtitle D, Sections 2155.062, 2155.502, 2155.504).

Fiscal Impact

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

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & PO - Civic Center

Tab Sheet - Tennant

Photo - Tennant

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. 27500033 for the purchase of scrubber/sweeper as per TXMAS Contract # 3-23V030, by and between the City of Lubbock and Tennant Sales and Service Company of Minneapolis, Minnesota, 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:

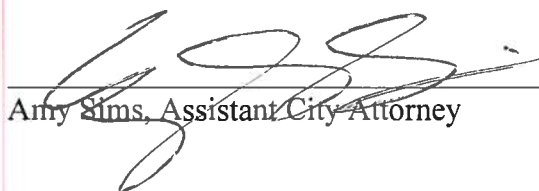
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 07/11/2013
Order Number 27500033 000 OP
Branch/Plant 275

TO:

TENNANT SALES AND SERVICE CO
701 NORTH LILAC DRIVE
PO BOX 1452
MINNEAPOLIS Minnesota 55440-1452

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 07/10/2013 Freight
Requested 08/30/2013 Taken By T FLORES
Delivery PER M TREVINO REQ 41459 QUOTE 24690993/TXMAS 3-23V030

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Scrubber/Sweeper	1.000	51,778.2800	EA	51,778.28	08/30/2013

ML12-13; Spec 111-CC

Total Order

Terms NET 30

51,778.28

This purchase order encumbers funds in the amount of \$51,778.28 awarded to Tennant Sales and Service Company of Minneapolis, Minnesota, on July 23, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation 24690993 dated July 10, 2013 from Tennant Sales and Service Company of Minneapolis, Minnesota, and TXMAS 3-23V030. Resolution#_____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



Tennant Sales and Service Company
701 N. Lilac Drive
Minneapolis, MN 55422 USA
Tel: 1-800-553-8033
Fax: 1-763-513-2142

Quotation

Ship-To

CITY OF LUBBOCK
LUBBOCK FLEET SERVICES DEPARTMENT
206 MUNICIPAL DR
LUBBOCK TX 79403-3300

Customer Number 4595339

CITY OF LUBBOCK
LUBBOCK FLEET SERVICES DEPARTMENT
206 MUNICIPAL DR
LUBBOCK TX 79403-3300

Quotation Number**24690993**

Quotation Date 07/10/2013
Valid Until 09/10/2013
PO Number QT: TXMAS M20

Delivery Terms
FOB DESTINATION FRT PPD

Payment Terms

Net 30 Days

Currency US Dollars

Bill-To

CITY OF LUBBOCK
LUBBOCK FLEET SERVICES DEPARTMENT
206 MUNICIPAL DR
LUBBOCK TX 79403-3300

Qty	Unit	Material	Description	Unit Price	Extended Value
Notes TXMAS Contract No: TXMAS-3-23V030					
1	PC	M20 Machine as equipped	MODEL M20 SCRUBBER/SWEEPER		
		M_20	M20 SCRUBBER SWEEPER		
		M20 LPG	ENGINE KIT, LPG, FI, [M20]		
		331380	MANUAL, OPRTR [M20 GAS/LPG EN]		
		331381	MANUAL, PARTS, EN [M20 GAS/LPG]		
		398313	TANK, LPG, 33LB [FILL 33LBS, LIQ]		
		1030969	BRUSH, SWP / SCB, 40L, 24SR, HD PYP, SPL		
		1042500	BRUSH ASSY, DISK, SCB, 16.0D, PYP STF		
		9001959	SBA KIT, FI [M20]		
		9001309	NOZZLE KIT, SPRAY, FI [M20]		
		9003492	AV KIT, FLSH, W/O OHG, FI [M20/T20]		
		9006770	DETERGENT [TTCS YELLOW, 1 PICK=1CTN]		
		9007925	TIRE KIT, STD, FI [M20 & T20]		
		1027759	VIDEO, OPRTR, DVD [M20 EN ES FR]		
		50619	ULTIMATE PERFORMANCE GUARANTEE 6M		
		9001839	DESTIN KIT, FI [M20 and T20]		
			GSA Price Adjustment	-2.83 %	-1,503.52
			Price	51,624.48	51,624.48
			Net Value	51,624.48	51,624.48

Prepared By: Brian Cristan, Customer Service Representative



Tennant Sales and Service Company
701 N. Lilac Drive
Minneapolis, MN 55422 USA
Tel: 1-800-553-8033
Fax: 1-763-513-2142

Quotation

Ship-To

CITY OF LUBBOCK
LUBBOCK FLEET SERVICES DEPARTMENT
206 MUNICIPAL DR
LUBBOCK TX 79403-3300

Customer Number 4595339

CITY OF LUBBOCK
LUBBOCK FLEET SERVICES DEPARTMENT
206 MUNICIPAL DR
LUBBOCK TX 79403-3300

Quotation Number**24690993**

Quotation Date 07/10/2013
Valid Until 09/10/2013
PO Number QT: TXMAS M20

Delivery Terms
FOB DESTINATION FRT PPD

Payment Terms
Net 30 Days

Currency US Dollars

Bill-To

CITY OF LUBBOCK
LUBBOCK FLEET SERVICES DEPARTMENT
206 MUNICIPAL DR
LUBBOCK TX 79403-3300

Qty	Unit	Material	Description	Unit Price	Extended Value
1	PC	1048295AM	FILTER, PANL, SYN, 4.2 X 20.0 X 30.0		
			Price	153.80	153.80
			Net Value	153.80	153.80
		Subtotal			51,778.28
		Total			51,778.28

City of Lubbock, TX
Fleet Services
July 23, 2013

ITB 13-11335-TF

Power Scrubber/Sweeper for Civic Center

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	1	Each	Power Scrubber/Sweeper			
			Nilfisk-Advance Inc.	Plymouth, MN	\$33,467	NQAS
			Tennant Sales and Service Company	Minneapolis, MN	44,529	NQAS

* Not Quoted As Specified





Regular City Council Meeting

5. 8.

Meeting Date: 07/23/2013

Information

Agenda Item

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

Item Summary

The Texas Education Code, Section 37.081 (g), requires that school district police departments and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a MOU that outlines reasonable communication and coordination efforts between the department and the agencies. This MOU meets the requirements of this statute.

Fiscal Impact

None.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & MOU - Lubbock-Cooper ISD

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, the **Memorandum of Understanding For Law Enforcement Services by and between the City of Lubbock and the Lubbock-Cooper Independent School District**, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

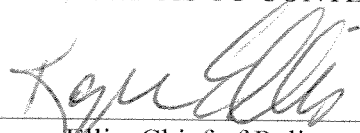
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

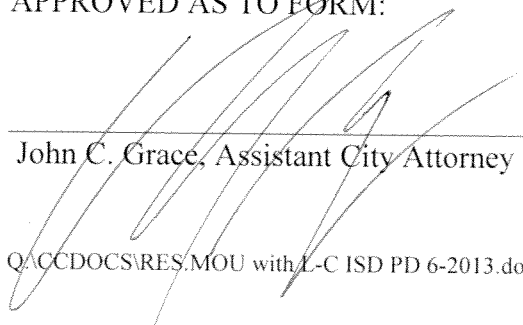
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Roger Ellis, Chief of Police

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

Q:\CCDOCS\RES.MOU with L-C ISD PD 6-2013.doc

THE STATE OF TEXAS

§

§

Memorandum of Understanding For

§

Law Enforcement Services

§

by and between the City of Lubbock,

§

and the Lubbock-Cooper Independent
School District.

COUNTY OF LUBBOCK

§

This Memorandum of Understanding ("MOU") is entered into on this ____ day of _____, 20____, by and among the CITY OF LUBBOCK, a home-rule municipality in Lubbock County, Texas, (hereinafter referred to as "CITY") and the LUBBOCK-COOPER INDEPENDENT SCHOOL DISTRICT, an independent school district located at Lubbock County, Texas (hereinafter referred to as "SCHOOL DISTRICT") (collectively referred to as the "Part(ies)."

WITNESSETH:

WHEREAS, the SCHOOL DISTRICT is an independent school district maintaining and operating facilities within the CITY, and

WHEREAS, the SCHOOL DISTRICT has commissioned peace officers for security and law enforcement purposes; and

WHEREAS, the Texas Education Code, Section 37.081, requires that the jurisdiction of a peace officer employed by a school district shall be determined by the board of trustees and may include all territory in the boundaries of the school district and all property outside the boundaries of the district that is owned, leased, or rented by or otherwise under the control of the school district, and

WHEREAS, Texas Education Code, Section 37.081, requires that school district police departments and the law enforcement agencies with which it has overlapping jurisdiction shall enter into a memorandum of understanding that outlines reasonable communication and coordination efforts between the department and the agencies, and

WHEREAS, the CITY and the SCHOOL DISTRICT each find that this undertaking is necessary for the benefit of the public and that each party has legal authority to provide the governmental functions, which are the subject matter of this MOU, and

WHEREAS, the CITY and the SCHOOL DISTRICT desire to improve the efficiency and effectiveness of their police departments by cooperating in the provision and performance of law enforcement services pursuant to Chapter 791 of the Texas Government Code; and

WHEREAS, the CITY and the SCHOOL DISTRICT desire to specify the terms and conditions of an agreement through which this mutually beneficial relationship may be affected; and

WHEREAS, the CITY and the SCHOOL DISTRICT recognize and understand that the circumstances of an incident may necessitate that the requirements of this MOU be amended or revised to allow the law enforcement officers of each party to better address the unique demands of a specific situation and provide appropriate mutual aid and support to each other, under the circumstances; and

NOW THEREFORE IN CONSIDERATION of the mutual undertaking hereinafter set forth and for adequate consideration given, the above named governmental entities agree as follows:

I. Definitions

The following terms shall have the following meanings when used in this MOU:

- (a) "Peace officer" means a person elected, employed, or appointed as a peace officer under Article 2.12, Code of Criminal Procedure, or other law, and licensed by the Texas Commission on Law Enforcement Officer Standards and Education;
- (b) "Party" means a governmental entity which is a party to this MOU;
- (c) "Chief law enforcement officer" means the chief of police of a municipality and the chief of police of an independent school district;
- (d) "Chief administrative officer" means the city manager or superintendent of an independent school district;
- (e) "Requesting governmental entity" or "requesting party" shall mean and refer to the contracting governmental entity that requests another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.
- (f) "Responding governmental entity" or "responding party" shall mean and refer to the governmental entity that answers or responds to request of another party to this MOU for law enforcement services in aid and assistance in responding to an emergency condition within the boundaries of the requesting party.

II. Purpose

The purpose of this MOU is to assist in providing additional law enforcement officers and equipment necessary to protect health, life, and property against violations of criminal law and breaches of the peace. The Parties recognize and acknowledge that mutual cooperation and communication are in the best interest of their constituents, employees and the public, and the Parties therefore pledge to meet on a periodic basis to discuss the purpose of this MOU and to

develop practices and procedures in keeping with this purpose.

III. Primary Jurisdiction and Concurrent Jurisdiction

- A. the CITY shall retain primary jurisdiction over property owned by the CITY, and over property located within the CITY's corporate limits and not owned by any other Party.
- B. the SCHOOL DISTRICT shall retain primary jurisdiction, over property owned by the SCHOOL DISTRICT and located within the CITY.

IV. Requests for Assistance and Response

A responding party may assign its law enforcement officers to perform law enforcement duties outside the responding party's Primary Jurisdiction, subject to the responding party's determination of availability of personnel and at the responding party's sole discretion as to participation, when:

- A. requested by the chief law enforcement officer, or his designee, of a requesting party; and
- B. the chief law enforcement officer, or his designee, of the responding party has determined, in his sole discretion, that the assignment is necessary to the providing of law enforcement services within the Primary Jurisdiction of the requesting party for the purposes set forth at paragraph II above.

The CITY reserves the right to retain the primary authority for its specialized police units, dispatched in response to incidents within the corporate limits of the CITY such as a missing child, sexual assault, kidnapping, armed barricaded subject, active shooter or sniper, riot, an incident involving fatalities or any other incident within the city limits for which the CITY believes the use of its specialized police services is reasonable and necessary.

The ranking on-duty peace officer of each party present at the response location shall be deemed the authorizing official for that party.

Any request for aid under this MOU shall include a statement of the amount and type of equipment and number of personnel requested, and shall specify the location to which the equipment and personnel are to be dispatched, but the amount and type of equipment and number of personnel to be furnished shall be finally determined by the responding party's chief law enforcement officer or his designee. Requests for aid shall be directed to the attention of the following named persons or officers of each respective party, or to such other persons or officers as a party may hereinafter designate:

- A. City of Lubbock:
Request "Shift Commander," Lubbock Police Department, by dialing the Communications Center: 806-775-2811.

- B. Lubbock-Cooper Independent School District:
Request "Chief of Police," Lubbock-Cooper Independent School District
Police Department, by dialing 806-863-7100.

Law enforcement personnel of the responding party will be released by the requesting party when their services are no longer required as determined by the chief law enforcement officer, or his designee, of the requesting party. The chief law enforcement officer of the responding party, or his designee, in collaboration with the requesting party's chief law enforcement officer, may withdraw his personnel or equipment or discontinue participation in any activity initiated pursuant to this MOU, at any time. Such withdrawal should be made in such a way that it does not pose a threat to the safety or security of the location and/or situation.

V. Status of Responding Peace Officers and Command Authority

While any law enforcement officer regularly employed as such by a responding party is in the service of any requesting party, he shall at all times remain a peace officer of the responding party and shall be under the command of the responding party's chief law enforcement officer.

VI. Service of Arrest and Search Warrants

Whenever possible, a peace officer of a municipality should notify the police department of a school district before serving any arrest or search warrant on the property of a school district. A peace officer of a school district may accompany a peace officer of a municipality when the municipal peace officer is serving an arrest or search warrant on the property of a school district.

VII. Responsibility for Completing Investigation

The completion of any investigation upon termination of a response to request, or upon withdrawal from an initiated response, will remain under the jurisdiction and authority of the party having primary jurisdiction, unless otherwise agreed to by the parties.

VIII. Dispatching Calls Between Police Departments

The dispatcher of a party receiving or dispatching a call relating to the provision made for law enforcement services by this MOU will:

- A. Maintain a record of calls received, routed and dispatched to any other party to this MOU, which record shall be available to all parties upon request;
- B. When referring an emergency caller to a party under this MOU, the dispatcher should advise the caller that the referral is being made and should remain on the line with the caller until a connection is made with the party referred to; and

- C. When dispatching a unit to another party's primary jurisdiction, the dispatcher should attempt to notify the dispatcher of the department for the other party as soon as possible.

IX. No Waiver of Reimbursement for Services

No party to this MOU waives the right granted by Section 362.003(c), Texas Local Government Code, to request reimbursement for services performed under this MOU. The governmental entity whose authorized official requested the services shall reimburse the governmental entity providing such services upon request, unless the responding entity had jurisdiction to perform the law enforcement services notwithstanding this MOU.

X. Employee Compensation Unaffected

Any law enforcement officer or other person who is assigned, designated, or ordered by the chief law enforcement officer of the party which regularly employs him, or his designee, to perform police or peace officer duties pursuant to this MOU, shall receive the same wage, salary, pension, and all other compensation and all other rights for such service, including injury or death benefits, and workers' compensation benefits, the same as though the service had been rendered within the limits of the party where he is regularly employed. Moreover, all wages and disability payments, including equipments and clothing, medical expenses, expenses of travel, food, and lodging, shall be paid by the party which regularly employs such person in the same manner as though the service had been rendered within the limits of the party where the person is regularly employed.

XI. Civil Lawsuits and Retention of Benefits Related to Employee Status

In the event that any person performing law enforcement services pursuant to this MOU shall be cited as a party to any state or federal civil lawsuit arising out of the performance of those services, he shall be entitled to the same benefits that he would be entitled to receive if such civil action has arisen out of the performance of his duties as a party of the department where he is regularly employed and in the jurisdiction of the party by which he is regularly employed. Nothing in this MOU is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this MOU.

XII. Non-Waiver of Immunity

It is expressly understood and agreed that, in the execution of this MOU, no Party waives nor shall be deemed hereby to waive any immunity or defense that would otherwise be available to it against claims made by third parties and arising directly or indirectly out of the performance of this MOU. **THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XIII. Duration of MOU

This MOU shall be effective for a period beginning on the date first written above and ending on September 30, 2013, and shall thereafter automatically renew for one year terms running from October 1 until September 30 of each year unless terminated in accordance with the terms and conditions of this MOU.

XIV. Termination

Any party to this MOU may terminate it, by giving the other parties thirty (30) days prior written notice of its intent to terminate the MOU, mailed by certified mail and addressed to the person or officer of each other party to this MOU designated herein for notice.

XV. Performance of Services

Law enforcement services, and all other services reasonably related thereto, which are provided under this MOU shall be performed in accordance with the standard operating procedures, rules, regulations, and ordinances of the department by which each such peace officer or employee providing such services is employed, and in conformity with the requirements and mandates of laws of the State of Texas and the United States.

XVI. Release and Indemnification

To the extent permitted by law each Party to this MOU expressly waives all claims against every other Party to this MOU for compensation for any loss, damage, personal injury, or death occurring as a consequence of the performance of this MOU, and shall, to the extent permitted by law, indemnify each other Party for any liability arising out of the acts or omissions of its own employees and officers.

XVII. Waiver of Subrogation

The Parties hereby release each other, and their respective officers, agents, and employees, from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss, injury or damage caused by or resulting from risks insured against under any insurance policy maintained by the Parties.

XVIII. Remedies

No right or remedy granted herein or reserved to the Parties is exclusive of any other right or remedy herein by law or equity provided or permitted; but each shall be cumulative of every other right or remedy given hereunder. No covenant or condition of this MOU may be waived without first obtaining consent of the Parties in writing. Forbearance or indulgence by either Party shall not constitute a waiver of any covenant or condition to be performed pursuant to this MOU.

XIX. Severability

If any of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU, are for any reason held to be invalid, void or unenforceable, the remainder of the terms, sections, subsections, sentences, clauses, phrases, provisions, covenants, conditions or any other part of this MOU shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

XX. Applicable Law

This MOU is entered into subject to and is to be construed, governed and enforced under all applicable State of Texas and federal law.

XXI. Venue

The Parties to this MOU agree and covenant that this MOU will be enforceable in Lubbock County, Texas; and that if legal action is necessary to enforce this MOU exclusive venue will be in Lubbock County, Texas.

XXII. Notice

Notice by any party to any other party hereto shall be in writing and shall be deemed to have been duly given only if delivered personally or sent by registered or certified mail, with proper postage attached addressed to the respective party as follows subject to change as the respective party may hereafter give notice to the other parties:

For the CITY:

Lubbock City Manager
P.O. Box 2000
Lubbock, Texas 79457-2000

For the SCHOOL DISTRICT:

Lubbock-Cooper ISD Superintendant
16302 Loop 493
Lubbock, Texas 79423

XXIII. Public Information

This MOU is public information. To the extent, if any, that any provision of this MOU is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect. Each party agrees that it will notify the other party of any public information request which seeks disclosure of "law enforcement tactical information" and will assert a lawful objection or privilege to keep such information

confidential.

XXIV. No Joint Enterprise

This MOU does not, is not intended to, and shall not be construed to, create any joint enterprise between or among the parties.

XXV. Entire Understanding

This MOU embodies the complete understanding of the parties hereto superseding all oral or written previous and contemporaneous agreements or understandings between the parties relating to matters herein; and, except as otherwise provided herein, must be modified in writing by the parties, unless the circumstances of a particular situation make such a written amendment impracticable, in which case, the ranking on-duty peace officer of each party present at the response location is authorized to deviate from this MOU as that officer, in his sole discretion, deems necessary and advisable.

XXVI. Authorization

The undersigned officers and agents are properly authorized to execute this MOU on behalf of the parties hereto and each party hereby certifies to the other that any necessary resolutions extending such authority have been duly passed and are now in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date first state above.

**FOR THE CITY OF LUBBOCK,
TEXAS:**

GLEN C. ROBERTSON, Mayor

ATTEST:

Rebecca (Becky) Garza, City Secretary

APPROVED AS TO CONTENT:

ROGER ELLIS,
Chief of Police, Lubbock

**FOR THE LUBBOCK-COOPER
INDEPENDENT SCHOOL DISTRICT:**

PAT HENDERSON, Superintendant

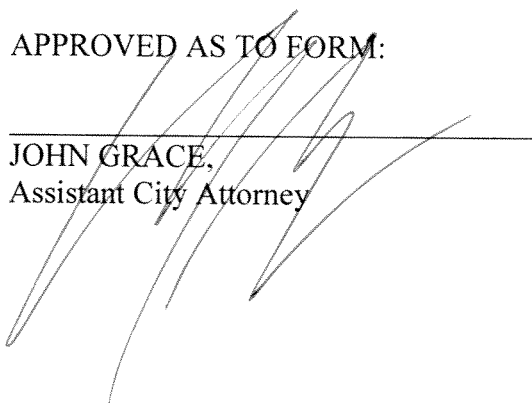
ATTEST:

Admin Asst to Supt.

APPROVED AS TO CONTENT:

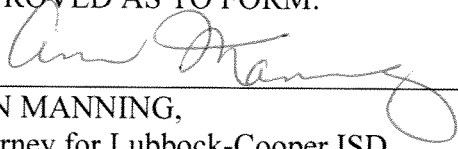
Enrique Saldana,
Chief of Police, Lubbock-Cooper ISD

APPROVED AS TO FORM:



JOHN GRACE,
Assistant City Attorney

APPROVED AS TO FORM:



ANN MANNING,
Attorney for Lubbock-Cooper ISD



Regular City Council Meeting

5. 9.

Meeting Date: 07/23/2013

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute contract 11452 between the City and Texas Tech University (TTU) for campus bus service.

Item Summary

The contract with TTU for transit services is for a one-year period beginning September 1, 2013, and ending on August 31, 2014. The contract price will be \$50 per hour, which includes a fuel cost adjustment above or below \$3.10 per gallon. The estimated number of service hours for the 2013-14 contract is 69,197. The per hour rate and the estimated number of service hours is scheduled to remain the same, as was agreed upon, in the 2012-13 contract. The price per hour includes full cost recovery for the City.

Lubbock/Citibus has had a contract with TTU since 1968, with the fuel cost adjustment being added to the contract in 1981. In accordance with the TTU contract, Citibus does not collect fares from its TTU passengers.

The TTU Board of Regents will consider approval of the contract at their August meeting. The TTU Board of Regents requests that the City Council execute the contract first.

Fiscal Impact

Citibus anticipates receiving \$3,459,857, plus or minus any fuel cost adjustment from TTU in FY 2013-14. The approval of this contract will result in no additional cost to the City.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Agreement - Texas Tech University

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract for campus bus service, by and between the City of Lubbock and Texas Tech University, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

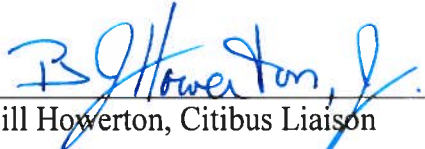
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Citibus Liaison

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-TTU
July 28, 2013

AGREEMENT

This Agreement, effective as of September 1, 2013, (the "Effective Date"), between TEXAS TECH UNIVERSITY at Lubbock, Texas (hereinafter referred to as the "University"), and the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, the parties hereto are aware of the traffic and parking challenges on the campus of the University as it relates to the expanding campus, enrollment growth, and the increasing number of commuting students, staff, and faculty of the University; and

WHEREAS, the above named parties are desirous of relieving some of the traffic congestion and expediting transit between areas in and immediately adjacent to said the University campus; and

WHEREAS, the Agreement embodies the intention and resolution of the above named parties:

NOW, THEREFORE WITNESSETH THIS AGREEMENT:

I.

Term

It is agreed and understood by the parties hereto that a University bus service utilizing up to thirty-six (36) buses shall be provided by the City during the period beginning September 1, 2013, and terminating on August 31, 2014, provided; however, that either the City or the University may terminate said bus service upon thirty (30) days' written notice delivered to the other party by registered mail.

The City executed a management contract with McDonald Transit Associates, Inc. ("Company") dated August 28, 2008, in which the City is obligated to provide capital assets reasonably required for the operation of the public transportation system of the City, and McDonald Transit Associates, Inc. agreed to provide management and advisory services for the system and to maintain the Company to employ the individuals necessary to operate the system. The Company is the agent of the City and University acknowledges, recognizes and hereby consents to the City's use of the Company to provide the services required by this Agreement.

II.

Bus Operations

With respect to bus operations, the City and University agree that the following conditions shall apply:

- A. The City shall furnish buses having a seating capacity (manufacturer's rating) of not less than 33 with driver-operated front and side doors; with the exception of the Tech Terrace route seating capacity of not less than 21. The City shall provide the necessary personnel to service the route or routes designated by the University during the period specified in the preceding Paragraph I of this Agreement. The number of buses and the operating

periods shall be subject to continuous review, and the University shall advise the City with regard to its needs and with respect to any changes in the number of buses and/or operating periods; subject to equipment availability, said changes shall be instituted by the City within five (5) days after receipt of written notice from the University. Initial service, commencing on September 1, 2013, shall be on a schedule provided by the University prior to that date.

- B. In the event that it develops during any portion of the period first specified in Paragraph I hereinabove, that a change in or extension of route, removal of a route, or addition of a new route is necessary or desirable, the City shall make such changes or extensions of a route or routes, shall remove a route, or shall add a new route upon the University's request. The changes to be made by the City, therefore, shall be upon the basis, and shall be subject to the conditions and limitations, as are set forth in Subparagraph E of this Paragraph hereinbelow. Also, in the event it develops during said period that an additional bus or buses are required in order to meet the demand for said bus service during any operating period or periods, the City, if it is able to provide same, at the University's written request, shall provide such additional bus or buses for said service during said operating period or periods upon the same basis, as is set forth hereinabove. The University shall have the right to terminate any such changes, extensions, or new routes upon five (5) days' written notice to the City.
- C. Buses shall stop to receive or discharge the passengers using bus service at such points as shall be agreed upon from time to time during said periods, between the City and the University, and the University shall identify the points at which stops will be made by said buses. The City shall provide acceptable markers.
- D. The City shall exercise due diligence to adhere to the time schedules hereinabove referred to, but minor deviations therefrom due to variations in traffic, weather, or load conditions shall not be deemed to be a default hereunder.
- E. The University has exclusive rights to on-campus busing. Only routes designed and paid for by the University shall be permitted on the campus. Routes paid for by independent companies or housing facilities shall be permitted to unload passengers at a location to be determined by the University. They shall not be permitted on campus. Service orders placed by companies or individuals shall be permitted on campus for touring purposes only.
- F. The City shall not collect fares from its passengers, but shall charge the University for providing said **on-campus** bus service as follows:

During the period from September 1, 2013, and August 31, 2014:

City proposes to provide an estimated 48,373.66 hours of service at a base rate of \$50.00 per hour, for a total for \$2,418,683.00. Hours are calculated based on the published 2013-14 school calendar.

Such charges shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by the City on a base figure of \$3.10 per gallon. The adjustments shall be based on fuel consumption of

2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost Above \$3.10 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost Below \$3.10 per Gallon)

- G. The City shall not collect fares from its passengers, but shall charge University for providing said **off-campus** bus service as follows:

During the period from September 1, 2013, and August 31, 2014:

City proposes to provide an estimated 20,823.47 hours of service at a base rate of \$50.00 per hour, for a total for \$1,041,173.50. Hours are calculated based on the published 2013-14 school calendar.

Such charges shall be adjusted each month to reflect any change above or below the monthly average of the actual price paid per gallon of fuel in that month by the City on a base figure of \$3.10 per gallon. The adjustments shall be based on fuel consumption of 2.5 gallons per hour of operations per vehicle and shall be accomplished according to the following formula:

Adjusted Hourly Rate per Vehicle = Base Rate + (2.5 x Fuel Cost Above \$3.10 per Gallon)

OR

Adjusted Hourly Rate per Vehicle = Base Rate - (2.5 x Fuel Cost Below \$3.10 per Gallon)

The City shall submit a monthly invoice showing the amount due for service provided. Contemporaneously therewith, the City shall present the University with a billing by the 15th of each month for the prior months hours of service provided. Such bill is to be paid by the University no later than 30 days after receipt of the invoice, in accordance with State law. The City shall provide an income and expense statement at the end of the contract period.

\$3,459,856.50	+	\$0.00	=	\$3,459,856.50
Service Cost		Estimated		Estimated
		Fuel Cost		Total Cost
		Adjustment		

It is understood between both parties that the discount base rate of \$50.00 shall apply conditional upon a total contract hours usage of 60,000 hours or greater. In the event the total hours are less than 60,000 the contract base rate of \$51.25 shall apply. The \$51.25 base rate will be retroactive from the start date of the contract.

- H. The City shall allow Texas Tech University students to ride any fixed route at no charge when they show a current Texas Tech Student Identification Card.
- I. In a campus emergency situation, the Managing Director of University Parking Services is the Emergency Transportation Officer. During an emergency situation, the transportation of people may have to be facilitated or restricted from areas at risk and in support of response and recovery activities. The Emergency Transportation Officer, working as part of the Emergency Operations Center, has responsibility for arranging for or providing the transportation needed to support emergency operations.

It is assumed the City will continue to provide service pursuant to this agreement during emergency situations. Campus transit system buses may be diverted from their normal routes and scheduled as needed to support University emergency operations.

II. Service Orders

The Federal Transit Administration has issued charter regulations, Federal Register 49 CFR Part 604, effective April 30, 2008. (The rules are set up to protect private charter companies from unfair competition from public transportation systems that receive Federal funds. The Federal Transit Administration has created a website (www.ft.dot.gov/charterregistration) where private charter operators can register for all geographic regions in which they are interested in providing service).

Due to the regulations, when a public transportation system receives a request for a charter it cannot simply agree to provide the service. The public transportation system shall get the details of the service that is being requested and shall e-mail the information to all private charter companies listed in its geographic area. If any of the private charter companies indicate to us that they are interested in providing the service, the public transportation system shall not be able to provide the service for any reason. The private charter companies that have expressed interest in the service shall contact the potential customer to work out the details of the service requested. In order for this process to take, place public transportation systems must have at least four day's notice on charter requests.

In the event that the City is able to provide charter service to the University, the City shall furnish service orders, if equipment is available, for the transportation within fifty (50) miles of the City limits of such special groups as may be designated by the University. The City shall charge the University for providing said service orders the sum of \$130.00 for the first hour of service, \$130.00 for the second hour of service, and \$100.00 for the third hour of service for each bus used in said service. Any service orders exceeding three hours shall be billed \$60.00 per hour after the first three hours. The above mentioned rates are the same rates that are charged to the general public. There shall be a one hour minimum required on all service orders. Rates will not be pro-rated until the fourth hour of service. Billing periods and reports of operation shall be submitted in accordance with the provisions of Subparagraph F of Paragraph II hereinabove.

IV. Publicity

The University shall undertake and conduct a program designed to publicize the existence of said bus service and to acquaint its staff members and students with the availability of the same during the period in which it is provided in accordance with and under the Agreement. The City shall provide appropriate timetables for the convenience of students. The City shall also provide \$4,500 towards the production of pocket-sized campus maps. The City shall also place an advertisement in *The Word Publications* at the beginning of the Fall Semester. The City shall obtain the Student Government Association's approval of any advertisements before placing them in the buses used on campus.

The City shall provide lease space for six (6) vinyl wrap bus advertisements to the University at no charge for a period of one year. At the end of the first year, the University has the option to replace all six (6), or any number up to six, of the vinyl wraps. The University will be charged a reduced lease rate of \$500 per month for any vinyl that remains on the bus past the initial year. No vinyl will stay on the bus for longer than three years. The University will have a total of six (6) vinyl wrap buses available to them at any given time. The University has the option to purchase additional vinyl wraps, over the agreed upon six, at the publicly advertised lease rate. Vinyl is warranted for two years, window vinyl is warranted for one year. After one year, and every year after, the City shall determine the condition of the vinyl for renewal option. Any vinyl replacement would be at the University's cost.

The vinyl wraps shall be designed by the University with final approval by the City. The City shall be responsible for having the vinyl produced and installed. The University shall be responsible for the production and installation cost of the vinyl.

The City shall provide space for in-bus signage for student organizations that are advertising a non-revenue generating event at no fee to the University. The organization is responsible for the artwork and production of the signage. All artwork must be approved by the Student Government Association and the City. This will be limited to two (2) advertisements per bus per year. In order to place two (2) advertisements per bus the organization will need to provide eighty (80) posters to the City. The City does not allow political or sexually-explicit advertisements.

The University administration will be provided with space for twelve (12) posters per bus per year to use at their discretion. Signage must be laminated to 11" x 17" in a horizontal format. The University retains the right to retain any revenue obtained from the use of these signs. The City does not allow political or sexually-explicit advertisements.

The University has the right to research further in bus advertising options. Such options will not be implemented unless agreed upon by both the City and the University.

V.

Service Provided

The City shall provide and use at all times, buses that are in good and safe mechanical condition, and are also in reasonably clean condition, and shall also provide competent and duly licensed drivers by whom said buses shall be driven, and the City shall assume full and complete responsibility for the condition of said buses and the qualifications and competence of its drivers at all times, and the University assumes no obligations whatsoever for either of the same.

VI.
Independent Contractor Relationship

In providing and furnishing said bus service during the term hereof, the City shall act solely in the capacity of and as an independent contractor, and not as an agent or employee of the University, and the University shall have no control over the City's operations in connection with providing said service except as hereinabove provided and the University shall have no control or supervision whatsoever over the drivers of the buses used in said service who shall be employed by the City or the agent of the City. Said drivers shall not constitute agents or employees of the University, and shall be subject solely to the City's or the City's agents supervision and control.

VII.
Insurance and Risk

- A. As set forth in Paragraph I, it is recognized by the parties hereto that the City has entered into an Agreement with its agent, McDonald Transit Associates, Inc. ("Company") for the purpose of the Company providing transportation services in and around the City of Lubbock, Texas, including the University. That under said Agreement, the Company carries and keeps in force an insurance policy insuring both City and the Company against liability for personal injury or property damages arising out of the operation of said bus services and that the services provided herein are also conducted pursuant to the Agreement between the City of Lubbock and the Company. At all times during which the Company shall provide the bus services mentioned herein and upon the above and foregoing terms and conditions, the University shall be protected under the Company's insurance coverage against liability and personal injuries or personal damages arising out of the operation of said bus service to the extent of at least \$300,000 for personal injury to any one person, \$500,000 for each occurrence, and \$300,000 for property damages sustained in any accident or occurrence arising out of the operation of said bus service and the University shall be furnished a certificate of the Company's insurer showing coverage to be at least in the sums just stated. Said insurance policy shall name and include "The Board of Regents of Texas Tech University" and "Texas Tech University" as named insured. Said policy or policies shall, upon request, be subject to the examination and approval of the University.
- B. The Company, as named insured, assumes, to the extent of the insurance coverage maintained, the risk of service operation and the University shall not be liable for damage to any and all buses or other the Company property used in the bus service operation regardless of the cause thereof. To the extent of the proceeds of such insurance, the University shall be reimbursed for any damage or injury to the University property arising out of or resulting from the said bus service operation except that no such reimbursement shall be made for (1) damage to pavement by normal operation of buses, or (2) any damage or injury caused by acts or omissions over which the Company, its employees, or agents had no control.

VIII.
Maintenance

The City agrees to maintain and operate said bus service and the buses used in providing the same in a safe, efficient and lawful manner, and in so doing, shall comply with all applicable statutes, municipal ordinances, and traffic rules and regulations promulgated by the University.

IX.
Miscellaneous

- A. It is further agreed that this Agreement is made solely for the benefit of the University and the City, and no one else, whether a staff member or student of the University, or otherwise, and that no action or defense may be founded upon this Agreement except by the parties signatory hereto.
- B. In no event shall the City be deemed to be in default of any provision of this Agreement for failure to perform where such failure is due solely to strikes, walkouts, civil insurrections or disorders, acts of God, or for any other cause or causes wholly beyond the control of the City. In such eventuality, the University may, upon twelve (12) hours' notice to the City, request the temporary suspension of bus service until the resumption of normal class schedules, in which event the City shall not furnish buses or be paid for services until the resumption of services. The University shall, in such cases, notify the City twelve (12) hours in advance of the time service is to be resumed.

X.
Dispute Resolution

- A. The dispute resolution process provided for in the Texas Government Code, Chapter 2260 shall be used by the University and the City in an attempt to resolve any unresolved claim for breach of contract arising under this Agreement and made by the City.

EXECUTED, as of the Effective Date hereof:

TEXAS TECH UNIVERSITY

CITY OF LUBBOCK

Dr. Duane Nellis, President

Glen C. Robertson, Mayor

Date: _____

ATTEST:

Chief Fiscal Officer

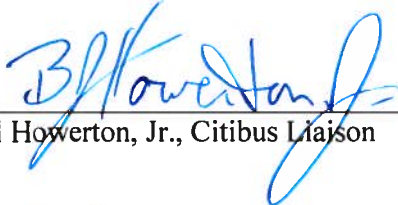
Date: _____

Rebecca Garza, City Secretary

**REVIEWED FOR FORM
TEXAS TECHUNIVERSITY**

APPROVED AS TO CONTENT

General Counsel



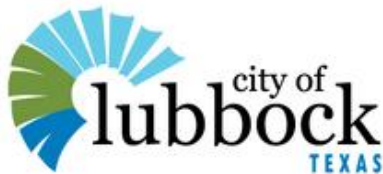
Bill Howerton, Jr., Citibus Liaison

Date: _____

APPROVED AS TO FORM



Chad Weaver, Assistant City Attorney



Regular City Council Meeting

5. 10.

Meeting Date: 07/23/2013

Information

Agenda Item

Resolution - Animal Services: Consider a resolution authorizing the Mayor to execute contract 11380 with JLW-LBB Veterinary Clinic, PA dba Kingsgate Animal Hospital for veterinary services, RFP 13-11380-DT.

Item Summary

The Animal Services Department receives approximately 12,000 animals into the shelter and provides veterinary service to a maximum of 4,000 animals annually.

The contract will provide veterinary services during the business hours of 8:00 A.M. to 12:00 P.M., Monday – Friday at the animal shelter. The veterinary will monitor the health of quarantined animals impounded due to an animal-to-human bite. According to the Health and Safety Code, Chapter 826, quarantined animals must be held for a minimum of 10 days from the bite incident and be monitored daily. At the conclusion of the quarantine period, the animal must be vaccinated for rabies prior to redemption by the owner. The City also utilizes veterinary services for adoption animals that must be vaccinated for rabies and other diseases prior to adoption. Veterinary consultation services are used to decipher the ability or impact of impounding an animal due to its health or condition.

The contract term will be for one year with the option to renew for three additional years. The contract is awarded by monthly rate. The monthly rate will not change.

Staff recommends contract award to the only proposal received, JLW-LBB Veterinary Clinic, PA DBA Kingsgate Animal Hospital of Lubbock for annual cost of \$39,120.

Fiscal Impact

\$39,120 is appropriated in the adopted FY 2012-13 operating budgeting.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & Contract - Veterinary Services

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11380 for veterinary services, by and between the City of Lubbock and JLW-LBB Veterinary Clinic, PA d/b/a Kingsgate Animal Hospital, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

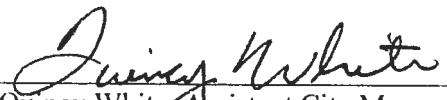
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Kingsgate Animal Hospital
July 8, 2013

**City of Lubbock, TX
Veterinary Services Agreement
RFP 13-11380-DT**

This Service Agreement (this "Agreement") is entered into as of the **23th day of July 2013**, ("Effective Date") by and between **JLW-LBB Veterinary Clinic, PA dba Kingsgate Animal Hospital of Lubbock, Texas** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 13-11380-DT Veterinary Services.

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

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

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

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

1. This Agreement
2. Exhibit A – Best and Final Offer Price Sheet
3. Exhibit B – General Requirements
4. Exhibit C – Official City Holidays
5. Exhibit D – Insurance

Scope of Work

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

Article 1 Services

- 1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit B. The City agrees to pay the amounts stated in Exhibit A, to Contractor for performing services.
- 1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

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

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.
- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such

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

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

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

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor

Contractor's Signature

ATTEST:

Printed Name

Title

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

George Torres, Director of Animal Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

July 5, 2013

**CITY OF LUBBOCK, TEXAS
VETERINARY SERVICES
RFP 13-11380-DT**

**Best and Final Offer
Price Proposal Sheet**

ITEM	DESCRIPTION	Monthly Flat Rate Fee
1.	Veterinary Services for Quarantine Facility Services	\$ 1,045
2.	Consulting and Medical Treatment Services.	\$ 2,215
Alternate	Consulting and medical treatment services including sterilization as specified herein.	\$ N/A

Please include price deduct. This amount will be deducted for holidays

listed on Exhibit C. \$ 163 (per day).

After-Hour Emergency Service Calls \$ 200 (per occurrence)

Prepared by: Jhe Whittenburg

Title: President - Owner

Date: 7-5-13

**REQUEST FOR PROPOSAL
FOR
Veterinary Services
City of Lubbock, Texas
RFP 13-11380-DT**

II. GENERAL REQUIREMENTS

I. INTENT

- a) The City of Lubbock (hereinafter called "City") is seeking proposals from Veterinary Clinics and individuals, (hereinafter called "Proposer") to provide veterinary services for the Animal Services Department on a daily basis. The Animal Services Department receives approximately 12,000 animals into the shelter and provides veterinary service to a maximum of 4,000 animals annually.
- b) Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- c) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

II. BACKGROUND

The Animal Services department provides animal adoption promotions throughout the year which includes spay/neuter surgeries, as well as rabies vaccination clinics for local pet owners. The objectives of the Animal Services department are to ensure responsible pet ownership and humane treatment of animals while protecting the public.

III. SCOPE OF WORK

The Proposer shall perform veterinary services during the business hours of 8:00 A.M. to 12:00 P.M., Monday – Friday at the following locations: 401 N Ash Ave and/or 3323SE Loop 289, Lubbock, TX. The responsive party must complete their services by 12:00 P.M. daily to allow eligible animals for redemption starting at 1:00 P.M.

Hours of operation may be negotiated for reasonableness for minimal disruption to the contracting veterinarian's private practice and while maintaining a high quality standard for citizen customer satisfaction in redemption and adoption of animals.

3.1 Veterinary Services for Quarantine Facility Services

- a) Provide health inspection of animals quarantined for rabies observation during the ten (10) day period at all Animal Services quarantine facilities approved by the Texas Department of State Health Services;
- b) If the animal becomes ill during the observation period, the "performing agency" will make a recommendation to the Director of Animal Services on the first day of observed animal illness as to whether in the interest of public safety the animal should be humanely euthanized and submitted for rabies testing;

- c) At the end of the mandatory quarantine period, vaccinate the animal against rabies and release the animal from quarantine by signing off on the bite report in accordance with the Texas Health and Safety Code, Chapter 826; and
- d) Provide quarterly inspection of ALL City of Lubbock Animal Services quarantine facilities, file copies of the report with the Director of Animal Services on form prescribed by the Texas Department of State Health Services in accordance with the Texas Health and Safety Code, Chapter 823 and euthanasia (EU) solution usage, records and storage.
- e) Animal Services will provide all necessary supplies for vaccination and city registration including syringes, vaccine (as purchased by the City of Lubbock under the direction and control of the contracting veterinary), and registration tags.

3.2 Consulting and Medical Treatment Services:

- 3.2.1 In accordance with procedures based on the Texas Health and Safety Code, regulations of the Texas Veterinary Medical Association, and generally accepted standards of care:
 - a) Approve procedures and standing orders for medical treatment of adoption or pre-selected and screened adoption animals at all City of Lubbock Animal Services facilities by kennel attendants;
 - b) Provide consultation services on animals brought in to all City of Lubbock Animal Services facilities that are injured, sick, diseased, or dangerous, so that they can be separated from healthy animals in accordance with Texas Health and Safety Code, Chapter 823;
 - c) Provide rabies vaccinations for all reclaimed animals and adoption animals, as well as immunizations of all adoption dogs, cats and ferrets at all City of Lubbock Animal Services facilities.
 - d) Provide an annual audit in writing to the Director of Animal Services on the EU solution usage, records and storage.
 - e) The City of Lubbock Animal Services will provide all necessary supplies for vaccination, city registration and minor treatment regimes including syringes, vaccine (as purchased by the City of Lubbock under the direction and control of the contracting veterinary), registration tags, antibiotics and vaccination, as well as antibiotic treatment for reasonably expensed recoverable animals.

3.3 Alternate / Consulting and Medical Treatment Services, including Sterilization:

- 3.3.1 In accordance with procedures based on the Texas Health and Safety Code, regulations of the Texas Veterinary Medical Association, and generally accepted standards of care:
 - a) Approve procedures and standing orders for medical treatment of adoption or pre-selected and screened adoption animals at all City of Lubbock Animal Services facilities by kennel attendants;
 - b) Provide consultation services on animals brought in to all City of Lubbock Animal Services facilities that are injured, sick, diseased, or dangerous, so that they can be separated from healthy animals in accordance with Texas Health and Safety Code, Chapter 823;

- c) Provide rabies vaccinations for all reclaimed animals and adoption animals, as well as immunizations of all adoption dogs, cats and ferrets at all City of Lubbock Animal Services facilities;
- d) Provide sterilization of all adoption animals in accordance with the Texas Health and Safety Code, Chapter 828; and
- e) Provide sterilization of all animals that, as a result of a second impoundment, are in violation of the City of Lubbock Ordinances, Chapter 4, Sec.4.02.005(d)(5).
- f) The City of Lubbock Animal Services will provide all necessary supplies for vaccination, city registration and minor treatment regimes including syringes, vaccine (as purchased by the City of Lubbock under the direction and control of the contracting veterinary), registration tags, antibiotics and core vaccinations as well as antibiotic treatment for reasonably expensed recoverable animals.

IV. QUALIFICATIONS

- a) Must have a current Doctor of Veterinary Medicine (DMV) license in good standing with the State of Texas 2.4.2
- b) Must have a current Department of Public Safety certificate.
- c) Must have current Drug Enforcement Agency license.
- d) The offeror shall supply three (3) references who can verify your performance as a vendor. Performance should include goods or services, similar to those in this proposal, within the last twenty-four (24) months.

V. COST PROPOSAL

- 5.1 Prices shall include travel required to and from respective sites. Offeror's pricing shall include service call charge, all of the overhead, including, but not limited to, trip related charges and mileage.
- 5.2 The successful Contractor shall provide services Monday through Fridays throughout the year, except for official City Holidays according to Exhibit C. The Offeror shall provide a price deduct according to the City's holiday schedule. The Offeror shall submit pricing on Price Sheet, Exhibit B, including after hour emergency service calls.
- 5.2 The contract term shall be for an initial one (1) year period, said date of term beginning upon City Council date of formal approval. The City and the contractor may, upon written mutual consent, extend the contract for three (3) additional one (1) year periods. 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.

VI. REPORTING REQUIREMENTS

- 6.1 The Contractor shall maintain a City-approved electronic database for reporting purposes. Monthly reports of the previous month's activities will be due to the City by the 15th day of

each month. Annual reports will be due 60 days following the completed fiscal year. At a minimum, the Contractor shall include in each monthly report the following information:

- Date, type of animals and services provided.

VII. EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

- a) Experience – The offeror's experience in providing the services as requested in the specifications. (25%)
- b) Responsibility – The offeror who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance as required by these specifications. (20%)
- c) Capability and Skill – Offeror's capability, flexibility and skill to perform the services stated in the specifications. (10%)
- d) Responsiveness – The degree to which the offeror has responded to the purpose and scope of specifications. (10%)
- e) Record of performance based on previous work with the City and/or other client references. (10%)
- f) Cost (25%)

5 PROPOSAL FORMAT

- a) Proposals should provide a straightforward, concise description of the Offeror's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.
- b) The proposal should be bound in a single volume where practical. All documentation submitted with the proposal should be bound in that single volume. No spiral binding.
- c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.
- d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

TAB A Qualifications and Experience

1. Briefly introduce your company, providing a summary of the administration, organization. Provide a detailed description of your experience.

TAB B Price Sheet

1. Use the provided price proposal sheet. Exhibit B.

TAB C References

1. Provide three references. Please include the name of the agency, contact name, telephone, fax and email address. Performance should include goods or services, similar to those in this proposal, within the last twenty-four (24) months.

**CITY OF LUBBOCK, TEXAS
VETERINARY SERVICES
RFP 13-11380-DT**

“EXHIBIT C”

OFFICIAL CITY HOLIDAYS

New Year's Day
Martin Luther King Day
Good Friday
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Friday After Thanksgiving
Christmas Day
Christmas Eve

**VETERINARY SERVICES
CITY OF LUBBOCK, TEXAS
RFP 13-11380-DT**

II. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

<u>Type</u>	<u>Amount</u>
Worker's Compensation	Statutory
Employers Liability or Occupational Medical and Disability	\$500,000
Commercial General (public) Liability	Combined single limit for bodily injury and property damage of \$1,000,000 per occurrence.
a. Products-Comp/Op AGG	
Comprehensive Automobile Liability	Combined single limit for bodily injury and of \$500,000 per occurrence or its equivalent
a. Any Auto	

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

ADDITIONAL POLICY ENDORSEMENTS

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

Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

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

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

NOTICES

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

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

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

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



Regular City Council Meeting

5. 11.

Meeting Date: 07/23/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Professional Rebuild & Optimal Service, LLC for economic development purposes.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Professional Rebuild & Optimal Service

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Professional Rebuild & Optimal Service, LLC is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

**LEDA and MLI Projects
Presented to City Council
July 2013**

Professional Rebuild & Optimal Service, LLC is a full-service shop that rebuilds and restores air and gas compressing units to their Original Equipment Manufacturer (OEM) specifications. They plan to expand their existing facility downtown to double their capacity.

Over the next five years, the PROS Company will create 29 new jobs resulting in total combined salaries of \$1,127,200 and a capital investment of \$1.1 million.

The Lubbock Economic Development Alliance Board of Directors has voted to incent Professional Rebuild & Optimal Service, LLC \$111,000 over the next 5 years for the creation of 29 new jobs and a capital investment of \$1.18 million, as the jobs are created.

- This employment creates an additional 57 indirect (suppliers/support operations) and induced jobs (retail/entertainment/hospitality) for a total of 86 jobs.
- Annual economic impacts of the business once fully operational on the Lubbock County include a total earnings impact* of \$1.8 million and a total value added impact (change in Lubbock County's Gross Regional Product) of \$2.8 million.
- The present value of net benefits** to the City of Lubbock over 10 years (fiscal) is \$234,223.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is \$338,641.

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees. Value added impact (change in Lubbock County's Gross Regional Product) includes earnings, taxes, and profits that the company has added to its inputs and is equivalent to revenue less outside purchases (of materials and services). This represents the wealth created and is also called value-added output, or productivity.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact DataSource. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.



Regular City Council Meeting

5. 12.

Meeting Date: 07/23/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to AmpliSine Labs, LLC for economic development purposes.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - AmpliSine Labs

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to AmpliSine Labs LLC, is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

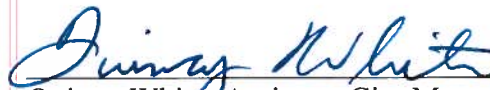
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

**LEDA and MLI Projects
Presented to City Council
July 2013**

AmpliSine Labs LLC, specializes in developing and commercializing new technology, specifically with regards to automation and control, electrical construction work, wireless communications, data management and highly engineered software-based systems.

AmpliSine's technology is truly revolutionizing the industry, and through increasing operational efficiencies and other cost-reducing measures, clients such as oil and gas companies and other water infrastructure entities now have a key to open the door to more effective operations.

AmpliSine Labs is expanding their Lubbock location with the addition of 115 new jobs over the next five years with jobs that have average salaries of over \$44,000, with a capital investment of at least \$1.25 million. The new staff consists of professionals from various engineering, computer science, and business backgrounds.

The Lubbock Economic Development Alliance Board of Directors has voted to incent AmpliSine Labs LLC, \$528,500 for 115 jobs that will be created, to be paid out over a 5-year period as the jobs are created.

This project is a great for Lubbock and we are proud they chose Lubbock for their expansion.

- This employment creates an additional 77 indirect (suppliers/support operations) and induced jobs (retail/entertainment/hospitality) for a total of 192 jobs.
- Annual economic impacts of the business once fully operational on the Lubbock County include a total earnings impact* of \$7.4 million and a total value added impact (change in Lubbock County's Gross Regional Product) of \$9.2 million.
- The present value of net benefits** to the City of Lubbock over 10 years (fiscal) is \$201,504.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is \$382,355.

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees. Value added impact (change in Lubbock County's Gross Regional Product) includes earnings, taxes, and profits that the company has added to its inputs and is equivalent to revenue less outside purchases (of materials and services). This represents the wealth created and is also called value-added output, or productivity.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact DataSource. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for the Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.



Regular City Council Meeting

5. 13.

Meeting Date: 07/23/2013

Information

Agenda Item

Resolution - Economic Development: Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Taylor Chemical LTD DBA SERVCO Chemical for economic development purposes.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Taylor Chemical

RESOLUTION

WHEREAS, pursuant to Section 501.073 of the Texas Local Government Code the City of Lubbock, as the corporation's authorizing unit, has the authority to approve all programs and expenditures of the Lubbock Economic Development Alliance (LEDA); and

WHEREAS, the City Council finds that it is in the best interest of the public to approve the program or expenditure, as proposed to the City Council by LEDA, as set forth in Exhibit "A" attached hereto and incorporated herein by reference; NOW THEREFORE:

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

THAT the program or expenditure of the Lubbock Economic Development Alliance, in the amount set forth in Exhibit "A" attached hereto and incorporated herein by reference, to be provided to Taylor Chemical LTD DBA SERVCO Chemical is hereby approved pursuant to Section 501.073 of the Texas Local Government Code.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

**LEDA and MLI Projects
Presented to City Council
July 2013**

Taylor Chemical LTD DBA SERVCO Chemical, currently based in Hereford, Texas, is announcing the relocation of their company to Lubbock. They are a family-owned, customer-focused, specialty chemical manufacturer and distributor. For more than 25 years, SERVCO Chemical has focused on products formulated to pre-set standards that guarantee product consistency and enhanced performance. Their relocation to Lubbock will create 23 new jobs resulting in \$1.48 million combined salaries and an initial capital investment of \$2 million.

Their facilities reflect SERVCO's commitment to ensure their customers have access to the highest quality products at an affordable price. SERVCO uses responsible manufacturing processes to ensure the production of consistent, quality products for their customers.

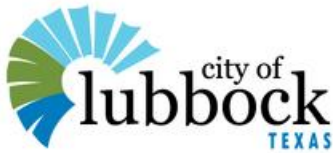
The Lubbock Economic Development Alliance Board of Directors has voted to incent Taylor Chemical LTD DBA SERVCO Chemical up to \$200,000 to offset utility construction costs to serve this project.

- This employment creates an additional 29 indirect (suppliers/support operations) and induced jobs (retail/entertainment/hospitality) for a total of 52 jobs.
- Annual economic impacts of the business once fully operational on the Lubbock County include a total earnings impact* of \$2.9 million and a total value added impact (change in Lubbock County's Gross Regional Product) of \$7.1 million.
- The present value of net benefits** to the City of Lubbock over 10 years (fiscal) is \$445,292.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is \$806,097.

*Earnings impact includes all salaries/wages, benefits, and other compensation to employees. Value added impact (change in Lubbock County's Gross Regional Product) includes earnings, taxes, and profits that the company has added to its inputs and is equivalent to revenue less outside purchases (of materials and services). This represents the wealth created and is also called value-added output, or productivity.

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. Today's dollar and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate.

This analysis was conducted using Total Impact™, a model by Impact DataSource. The analysis was performed using company data, rates and information provided to Lubbock Economic Development Alliance. In addition, the model uses certain estimates and assumptions common for this type of analysis and based on data collected for Lubbock County. Using this data, the impact from the facility and the costs and benefits for relevant taxing districts were calculated using multipliers provided by Economic Modeling Specialists Inc.



Regular City Council Meeting

6. 1.

Meeting Date: 07/23/2013

Information

Agenda Item

Public Hearing - Police Department: Conduct the second public hearing 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;

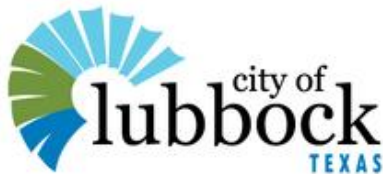
(2) conduct public hearings on the need to continue the ordinance or order; and

(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. 2.

Meeting Date: 07/23/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Conduct a public hearing and consider an ordinance 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

[Ordinance - Annex 80 Acres](#)

[Petition - Voluntary Annexation](#)

[Resolution - Annexation](#)

[Map - Proposed Annexation](#)

[Surveys - Annexation](#)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on July 11, 2013, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 79.909 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 79.909 acre tract of land located in Section 21, Block E-2, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT this Ordinance shall be effective twenty (20) days after final passage by the City Council.

SECTION 4. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

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

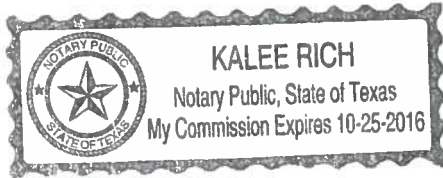
By: Sam J. Hawthorne

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 13th 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

130284

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.
(67716 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):

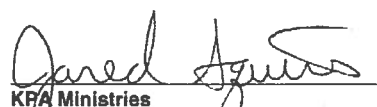
See Exhibit (A)

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 50:12" 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. 2012040877, 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,

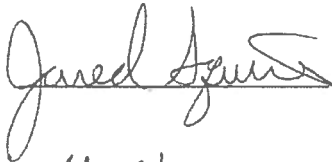
THENCE S 88°10'53" E, with the South line of the tract described in Volume 6160, Page 3, Lubbock County Real Property Records (LCRPR), 500.26 feet to a found rod with yellow cap for a corner of this tract,

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 88°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. 2008005475, LCOPR, 2265.32 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




FILED AND RECORDED



OFFICIAL PUBLIC RECORDS



Kelly Pinion, County Clerk
Lubbock County TEXAS

May 09, 2013 02:17:17 PM

FEE: \$20.00

2013018785

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 13th day of June, 2013; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 11th 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

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

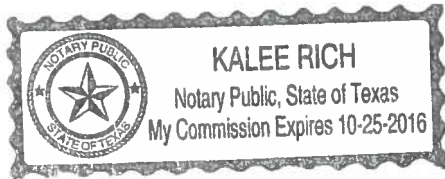
By: Samuel J. Hawthorne

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 13th 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):

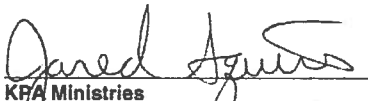
See Exhibit (A)

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 50: 1/2" rod with stainless steel cap marked Abscon Engineering RPLS 4480 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°22'13" 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 1621.35 feet to a found 5/8" iron rod for the most Westerly Northwest corner of this tract.

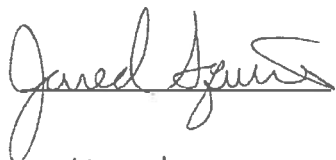
THENCE S 88°10'53" E, with the South line of the tract described in Volume 6160, Page 3, Lubbock County Real Property Records (LCRPR), 500.26 feet to a found rod with yellow cap for a corner of this tract.

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 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.




FILED AND RECORDED



OFFICIAL PUBLIC RECORDS

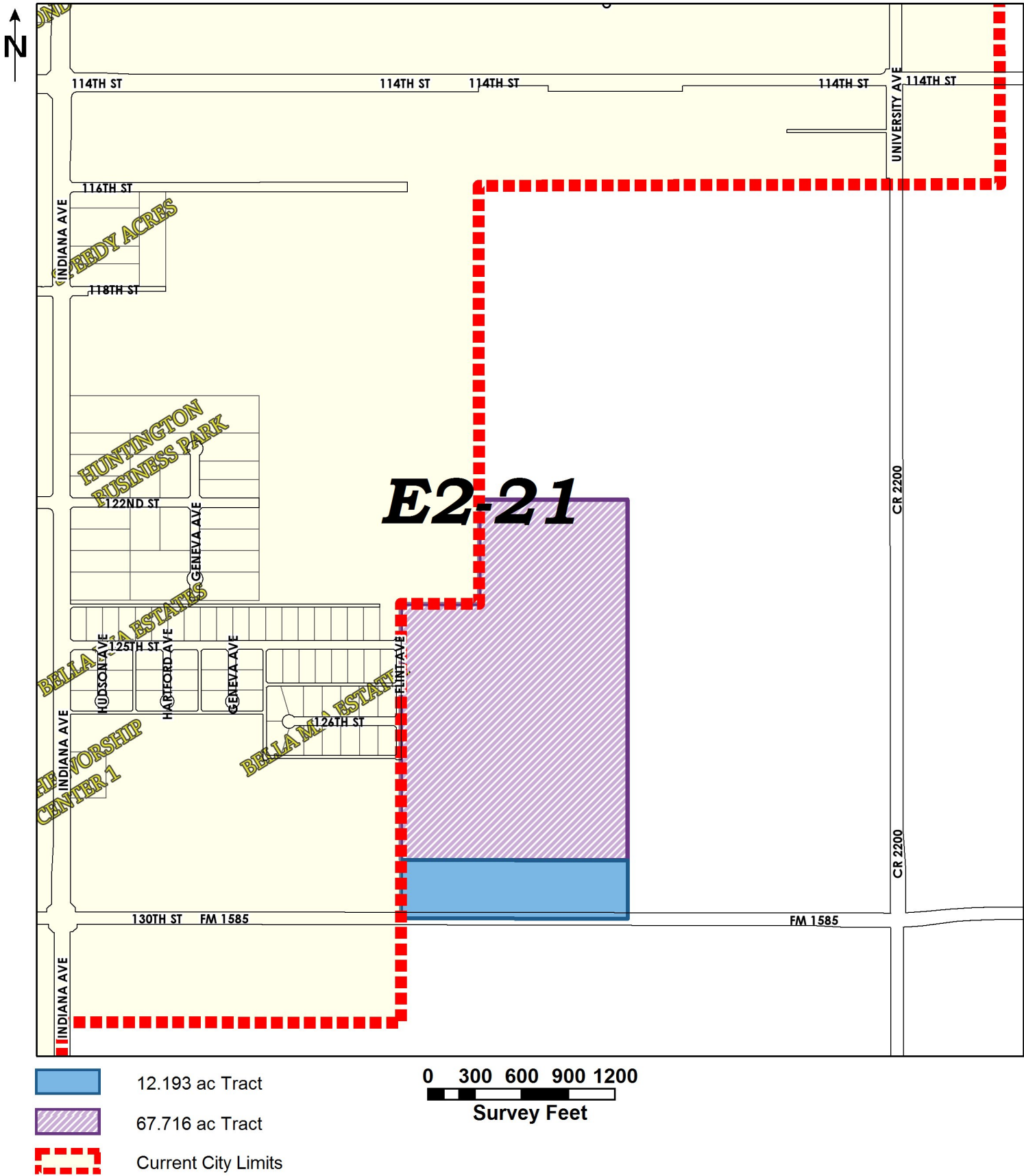

Kelly Pinion, County Clerk
Lubbock County TEXAS

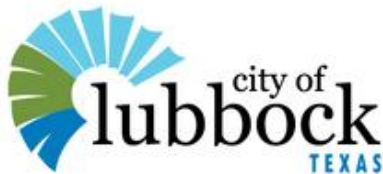
May 09, 2013 02:17:17 PM

FEE: \$20.00

2013018785

Proposed Annexation of 2 Tracts Located in Section 21, Block E-2





Regular City Council Meeting

6. 3.

Meeting Date: 07/23/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Conduct a public hearing and consider an ordinance for annexation from Ford Development Corporation to annex a parcel approximately 76 acres adjacent to the City limits one half mile south of 130th Street (FM 1585) east of Quaker Avenue.

Item Summary

The petition was submitted to the Planning Department in proper form on May 29th, 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. The area petitioned for annexation is planned to be a continuation of the Kelsey Park neighborhood which is currently developing to the north. Mr. Robertson, of Ford Development, has shared his long term plans for this area, as well as the balance of the half section between Quaker Avenue and Indiana Avenue, north of 146th Street. This half section may at some point be petitioned for annexation. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, Ford Development owns the land up to the center line of Quaker Avenue, as was the case for the half section of land annexed to the north. This scenario sets up thoroughfares to be split between the City and the County. The City will only be able to establish zoning and development standards on the City side of the street.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

[Ordinance - Annex 76 Acres](#)

[Petition - Annexation](#)

[Resolution - Kelsey Park Annex](#)

[Annexation Map - Kelsey Park](#)

[Kelsey South - Proposed Annexation Map](#)

[Kelsey South - Letter from Fire Marshal](#)

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on June 27, 2013, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 75.966 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit A, which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 75.966 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT this Ordinance shall be effective twenty (20) days after final passage by the City Council.

SECTION 4. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

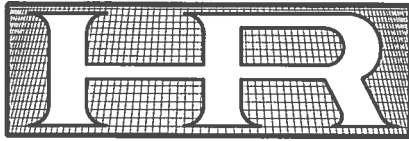


Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



**LAND SURVEYORS
CIVIL ENGINEERS**

HUGO REED AND ASSOCIATES, INC.

1601 Avenue N, Lubbock, Texas 79401

Phone: 806-763-5642

Fax: 806-763-3891

Texas Registered Engineering Firm F-760

Texas Licensed Surveying Firm 100676-00

LETTER OF TRANSMITTAL

To: City Planning Department

Date: May 29, 2013

Job #

Project Name: Section 4, Block AK

Attn: Drew Paxton

We are sending you:

☒ Herewith

☐ Under Separate Cover Via

Copies	Date	Description
orig	5/29	Petition for Voluntary Annexation
1	5/29	Description
1	5/29	Sketch

These are transmitted as:

☒ For Your Use

☐ For Review & Comments

☐ For Approval

☐ For Your Records

☐ Return After Loan to Us

☐

Remarks:

Please place on the soonest available City Council agenda for consideration.

Copies to:

Signed: Terry Holeman

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.

Ford Development Corporation

By: [Signature]

Commercial State Bank

By: [Signature]

STATE OF TEXAS

COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 24th day of May, 2013, by Rex Robertson on behalf of Ford Development Corporation

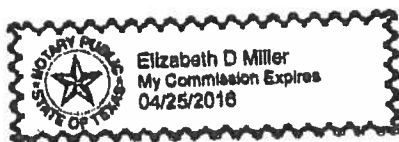


Elizabeth D. Miller
Notary Public in and for
The State of Texas
My Commission expires: _____

STATE OF TEXAS

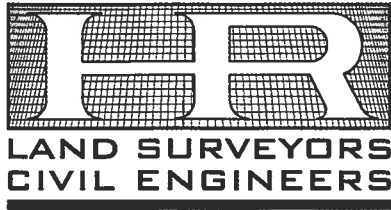
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 24th day of May, 2013, by Elizabeth Allen Carson on behalf of Commercial State Bank



Elizabeth D. Miller
Notary Public in and for
The State of Texas
My Commission expires: _____





HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 75.966 acre tract of land located in Section 4, Block AK, Lubbock County Texas, being further described as follows:

BEGINNING at a point in the West line of Section 4, Block AK, for the Southwest corner of this tract which bears N. 01°48'13" E. a distance of 1979.62 feet from the Southwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE N. 01°48'13" E., along the West line of said Section 4, a distance of 661.00 feet to the Southwest corner of a 320.2 acre tract as described under County Clerk File No. 2007044643 of the Official Public Records of Lubbock County, Texas;

THENCE S. 88°13'29" E., along the Southern boundary of said 320.2 acre tract, a distance of 3301.35 feet to the Northwest corner of a 118.6 acre tract as described under County Clerk File No. 2012051514 of the Official Public Records of Lubbock County, Texas;

THENCE S. 01°46'38" W., along the Western boundary of said 118.6 acre tract, a distance of 1475.17 feet;

THENCE N. 77°21'49" W. a distance of 33.36 feet;

THENCE N. 32°21'49" W. a distance of 14.14 feet;

THENCE N. 77°21'49" W. a distance of 407.08 feet;

THENCE S. 58°55'10" W. a distance of 13.82 feet;

THENCE N. 86°58'49" W. a distance of 61.47 feet;

THENCE N. 36°07'21" W. a distance of 15.78 feet;

THENCE N. 88°12'49" W. a distance of 472.22 feet;

THENCE N. 64°22'13" W. a distance of 506.66 feet;

THENCE S. 77°57'23" W. a distance of 12.22 feet;

THENCE N. 64°22'13" W. a distance of 54.10 feet to a point of intersection;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 274.00 feet, a central angle of 17°31'01", tangent lengths of 42.21, a chord bearing of N. 34°23'17" E and a chord distance of 83.44 feet to a point of tangency ;

THENCE N. 25°37'47" E. a distance of 101.00 feet;

THENCE N. 19°22'13" W. a distance of 21.21;

THENCE N. $64^{\circ}22'13''$ W. a distance of 432.39 to a point of curvature;

THENCE Northwesterly around a curve to the left, said curve having a radius of 1544.00 feet, a central angle of $23^{\circ}51'15''$, tangent lengths of 326.14 feet, a chord bearing of N. $76^{\circ}17'51''$ W. and a chord distance of 638.19 to a point of tangency;

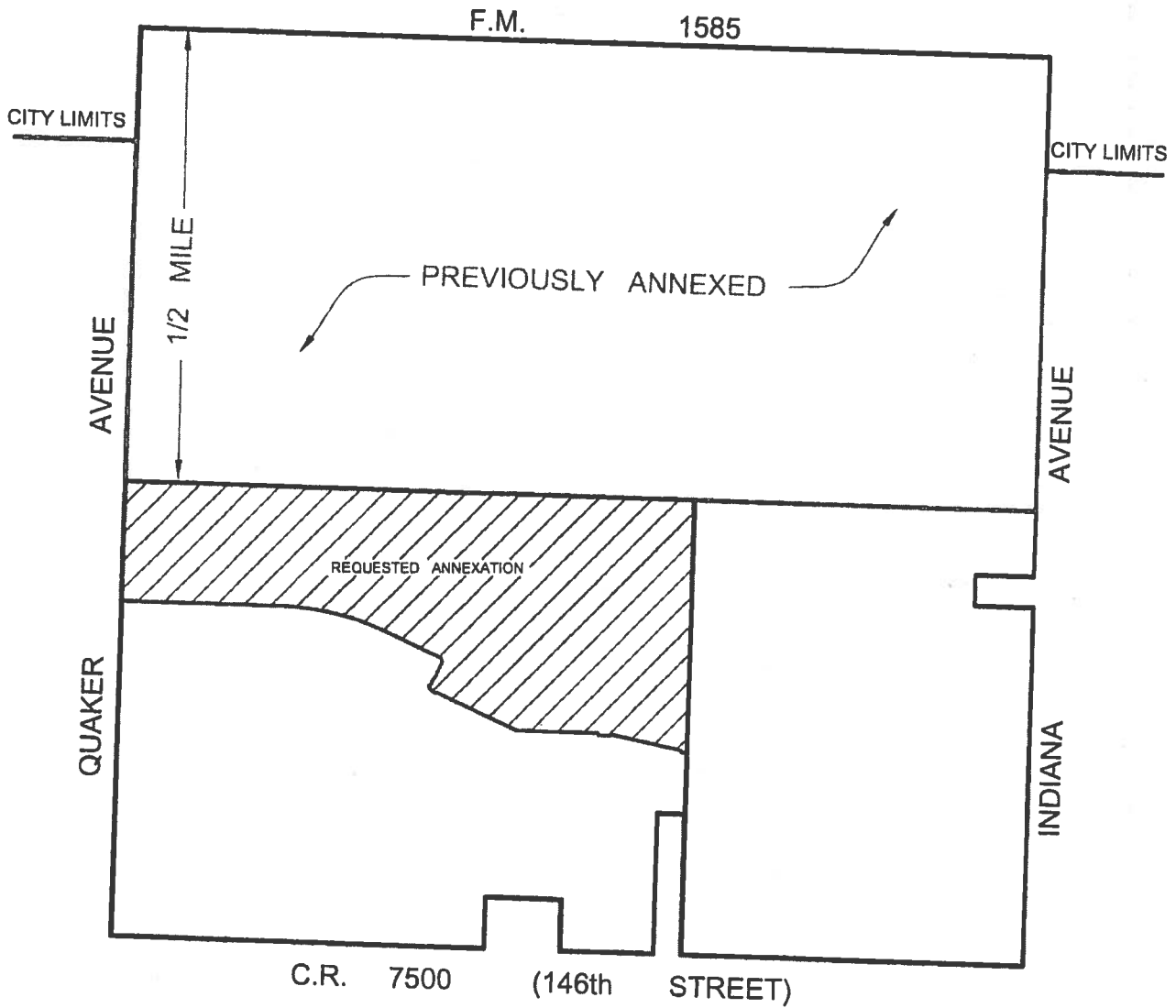
THENCE N. $88^{\circ}13'29''$ W. a distance of 839.63 feet to the Point of Beginning.

CONTAINS: 3,309,064 square feet

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

Notice: This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.

EXHIBIT "A"



PROPOSED PETITIONED ANNEXATION
KELSEY PARK SOUTH
5-28-2013

KELSEY
PARK

FORD
DEVELOPMENT CORPORATION

HR HUGO REED
AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE 806 / 763-5842
FAX 806 / 763-3891

RESOLUTION

WHEREAS, the owners of 75.966 acres of real property further described in Exhibit A attached hereto located in Section 4, Block AK, Lubbock County, Texas have filed a petition requesting annexation of said property with the City of Lubbock on the 29th day of May, 2013; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 27th day of June, 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:

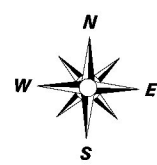


Andrew Paxton, Interim Director of Planning

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



CITY OF LUBBOCK

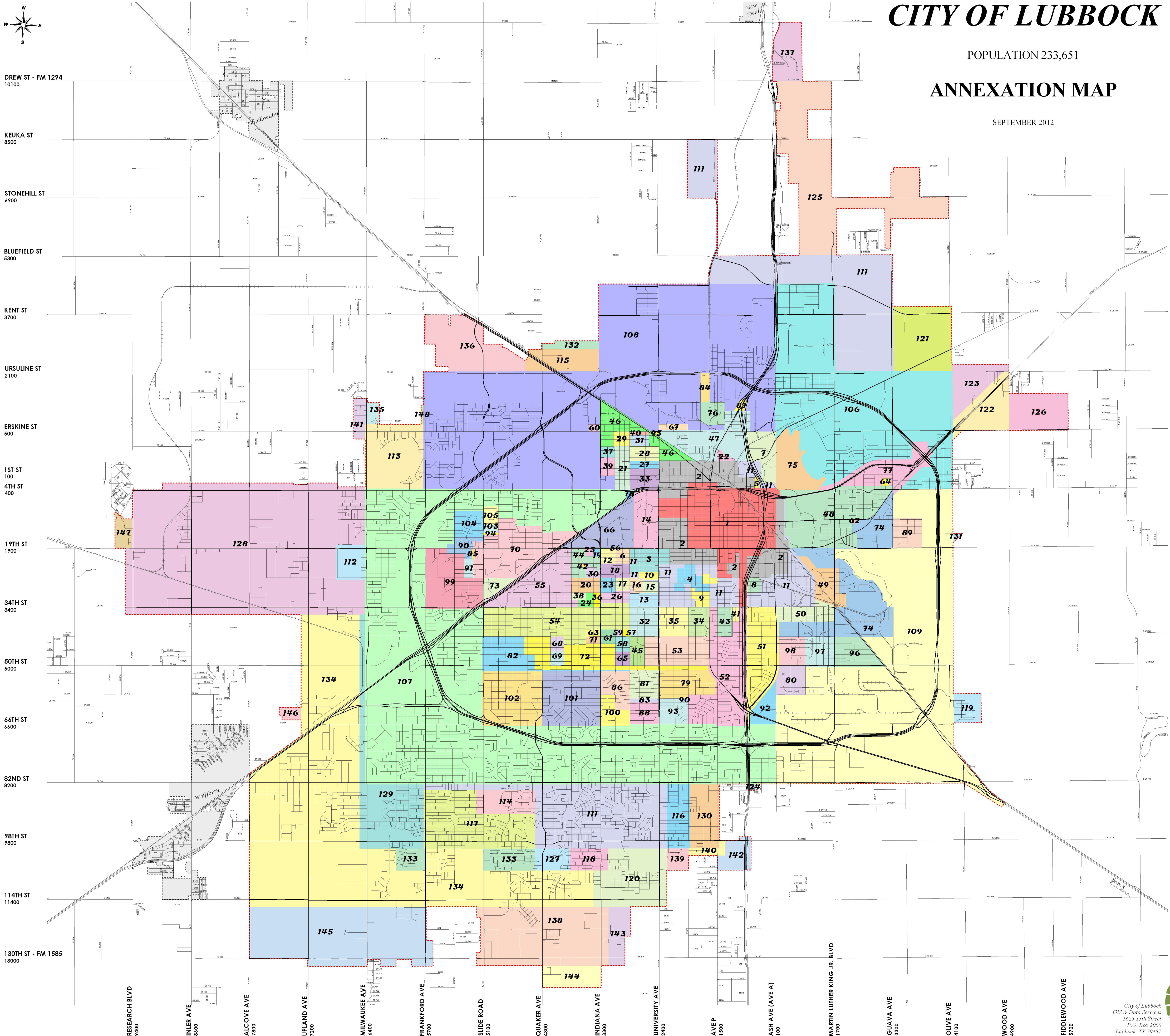
POPULATION 233,651

ANNEXATION MAP

SEPTEMBER 2012

ANNEXATION ORDINANCES:

1. MINUTES v1 p12 - 4/22/1909
2. ORD 197 - 2/8/1921
3. ORD 328 - 12/17/1925
4. ORD 332 - 2/4/1926
5. ORD 333 - 2/11/1926
6. ORD 336 - 5/6/1926
7. ORD 410 - 4/12/1928
8. ORD 415 - 5/30/1928
9. ORD 417 - 7/12/1928
10. ORD 437 - 3/28/1929
11. ORD 457 - 11/29/1929
12. ORD 597 - 8/29/1938
13. ORD 613 - 5/25/1939
14. ORD 627 - 4/26/1940
15. ORD 651 - 8/8/1940
16. ORD 677 - 10/10/1941
17. ORD 704 - 2/22/1945
18. ORD 736 - 12/27/1945
19. ORD 749 - 3/28/1946
20. ORD 753 - 3/28/1946
21. ORD 766 - 4/11/1946
22. ORD 767 - 4/11/1946
23. ORD 769 - 4/25/1946
24. ORD 770 - 5/9/1946
25. ORD 771 - 5/9/1946
26. ORD 778 - 6/27/1946
27. ORD 783 - 7/25/1946
28. ORD 784 - 8/8/1946
29. ORD 785 - 8/8/1946
30. ORD 787 - 9/12/1946
31. ORD 793 - 10/24/1946
32. ORD 797 - 12/9/1946
33. ORD 795 - 12/19/1946
34. ORD 836 - 11/25/1947
35. ORD 837 - 11/25/1947
36. ORD 855 - 3/11/1948
37. ORD 909 - 4/28/1949
38. ORD 902 - 5/12/1949
39. ORD 908 - 6/9/1949
40. ORD 921 - 6/23/1949
41. ORD 922 - 6/23/1949
42. ORD 919 - 7/28/1949
43. ORD 928 - 9/8/1949
44. ORD 929 - 9/8/1949
45. ORD 935 - 10/27/1949
46. ORD 937 - 12/8/1949
47. ORD 941 - 12/15/1949
48. ORD 942 - 12/15/1949
49. ORD 943 - 12/15/1949
50. ORD 945 - 12/15/1949
51. ORD 946 - 12/15/1949
52. ORD 947 - 12/15/1949
53. ORD 948 - 12/15/1949
54. ORD 949 - 12/15/1949
55. ORD 951 - 12/15/1949
56. ORD 964 - 3/9/1950
57. ORD 965 - 3/9/1950
58. ORD 1108 - 9/14/1951
59. ORD 1134 - 10/25/1951
60. ORD 1197 - 5/8/1952
61. ORD 1206 - 6/12/1952
62. ORD 1213 - 6/26/1952
63. ORD 1218 - 7/10/1952
64. ORD 1229 - 8/14/1952
65. ORD 1232 - 8/14/1952
66. ORD 1250 - 9/11/1952
67. ORD 1252 - 9/11/1952
68. ORD 1300 - 12/19/1952
69. ORD 1301 - 12/19/1952
70. ORD 1304 - 12/19/1952
71. ORD 1315 - 12/28/1952
72. ORD 1316 - 2/26/1953
73. ORD 1338 - 4/9/1953
74. ORD 1339 - 4/9/1953
75. ORD 1421 - 8/27/1953
76. ORD 1503 - 2/11/1954
77. ORD 1595 - 10/22/1954
78. ORD 1621 - 12/21/1954
79. ORD 1651 - 2/24/1955
80. ORD 1653 - 2/24/1955
81. ORD 1654 - 2/24/1955
82. ORD 1683 - 4/28/1955
83. ORD 1704 - 6/9/1955
84. ORD 1705 - 6/9/1955
85. ORD 1734 - 7/28/1955
86. ORD 1746 - 8/25/1955
87. ORD 1763 - 10/20/1955
88. ORD 1818 - 2/28/1956
89. ORD 1824 - 5/8/1956
90. ORD 1866 - 5/25/1956
91. ORD 1897 - 6/28/1956
92. ORD 1949 - 8/23/1956
93. ORD 1948 - 9/13/1956
94. ORD 2118 - 1/24/1957
95. ORD 2119 - 2/28/1957
96. ORD 2168 - 5/9/1957
97. ORD 2169 - 5/9/1957
98. ORD 2170 - 5/9/1957
99. ORD 2194 - 6/13/1957
100. ORD 2198 - 6/13/1957
101. ORD 2199 - 6/13/1957
102. ORD 2200 - 6/13/1957
103. ORD 2279 - 8/22/1957
104. ORD 2397 - 3/27/1958
105. ORD 2479 - 6/26/1958
106. ORD 2533 - 9/11/1958
107. ORD 2535 - 9/11/1958
108. ORD 2536 - 9/11/1958
109. ORD 2544 - 9/11/1958
110. ORD 2545 - 9/11/1958
111. ORD 6201 - 10/28/1971
112. ORD 6517 - 12/14/1972
113. ORD 6596 - 4/26/1973
114. ORD 6631 - 5/10/1973
115. ORD 7340 - 10/14/1976
116. ORD 7361 - 11/18/1976
117. ORD 7504 - 8/11/1977
118. ORD 7557 - 12/8/1977
119. ORD 7747 - 10/12/1978
120. ORD 7900 - 8/23/1979
121. ORD 7903 - 8/23/1979
122. ORD 7991 - 2/14/1980
123. ORD 8025 - 4/10/1980
124. ORD 8074 - 8/14/1980
125. ORD 8647 - 8/23/1984
126. ORD 8649 - 8/23/1984
127. ORD 8648 - 9/13/1984
128. ORD 8660 - 9/27/1984
129. ORD 8688 - 12/13/1984
130. ORD 8689 - 12/13/1984
131. ORD 8958 - 9/11/1986
132. ORD 9099 - 8/27/1987
133. ORD 9913 - 8/22/1996
134. ORD 10117 - 1/14/1999
135. ORD 2005-00014 - 2/10/2005
136. ORD 2005-00030 - 3/24/2005
137. ORD 2005-00063 - 6/23/2005
138. ORD 2005-00067 - 6/23/2005
139. ORD 2005-00078 - 7/28/2005
140. ORD 2006-00067 - 6/8/2006
141. ORD 2006-00068 - 6/8/2006
142. ORD 2006-00119 - 11/21/2006
143. ORD 2006-00121 - 12/7/2006
144. ORD 2008-00085 - 10/9/2008
145. ORD 2008-00104 - 12/4/2008
146. ORD 2009-00109 - 12/3/2009
147. ORD 2011-00097 - 10/27/2011
148. ORD 2012-00076 - 7/26/2012





PROPOSED PETITIONED ANNEXATION
FOR
KELSEY PARK SOUTH
4-23-2013



HR HUGO REED
AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891
TEXAS LICENSED SURVEYING FIRM 10007620
TEXAS REGISTERED ENGINEERING FIRM F-260



Fire Marshal's Office
1601 Mac Davis Lane.
Lubbock, Texas 79403
806-775-2646 • Fax 806-775-3508

June 4, 2013

Re: Proposed Annexation

To Whom It May Concern:

As requested, the Fire Marshal's Office investigated the ability of our department to provide fire protection to an area known as Kelsey Park South. This area lies just south of the current city limits and is shown in detail on Exhibit "A" which is attached to this letter.

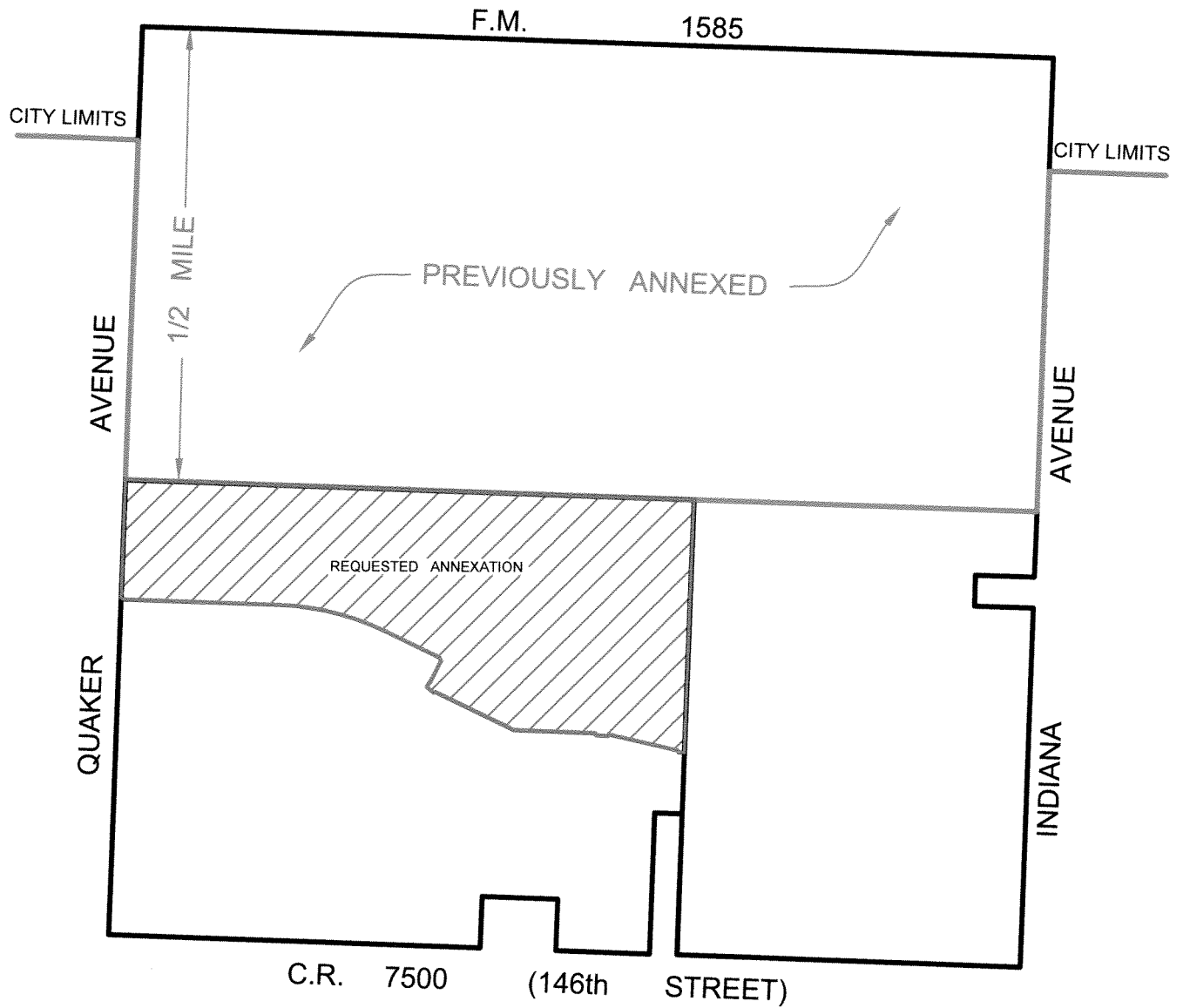
It was determined by LFD personnel that the area in question can be adequately served by the Lubbock Fire Department.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Nelson", written over a horizontal line.

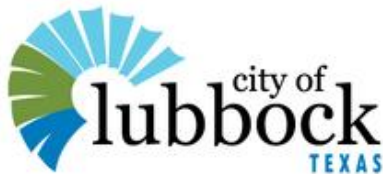
Garett Nelson
Fire Marshal

EXHIBIT "A"



PROPOSED PETITIONED ANNEXATION
KELSEY PARK SOUTH
5-28-2013





Regular City Council Meeting

6. 4.

Meeting Date: 07/23/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3116-B, a request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from A-2 to GO on 7.1 acres of unplatted land out of Block AK, Section 4 (130th Street at the intersections of Memphis Avenue and Norfolk Avenue) and consider an ordinance.

Item Summary

Zoning Request:

GO for a garden office development.

Proposed Land Use:

The proposed land use is for a non-specific garden office development fronting 130th Street (FM 1585). It will flank the apartment complex at the street intersections, Memphis Avenue and Norfolk Avenue. This is a growing development along 130th Street. Ford Development is currently building the Kelsey Park subdivision to the south. The adjacent apartment complex should begin construction in the immediate future.

Adjacent Land Uses:

N – Commercial and Residential, vacant – zoned C-3 General Retail, A-2 High Density Apartments, GO Garden Office, and T Transistional

S – Residential – zoned A-2

E – Residential – zoned A-2

W – Commercial and Residential – zoned C-3 and A-2

Planning and Zoning Commission (P&Z) Public Hearing Notes from July 9, 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. A-2 and GO are both appropriate at the half mile along the thoroughfare.

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. 3116-B**; A ZONING CHANGE FROM **A-2** TO **GO** ZONING DISTRICT ON **7.1 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4**, 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. 3116-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 **A-2** to **GO** zoning district on **7.1 acres of unplatted land out of Block AK, Section 4**, City of Lubbock, Lubbock County, Texas, located at **130th Street at the intersections of Memphis Avenue and Norfolk Avenue**.

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



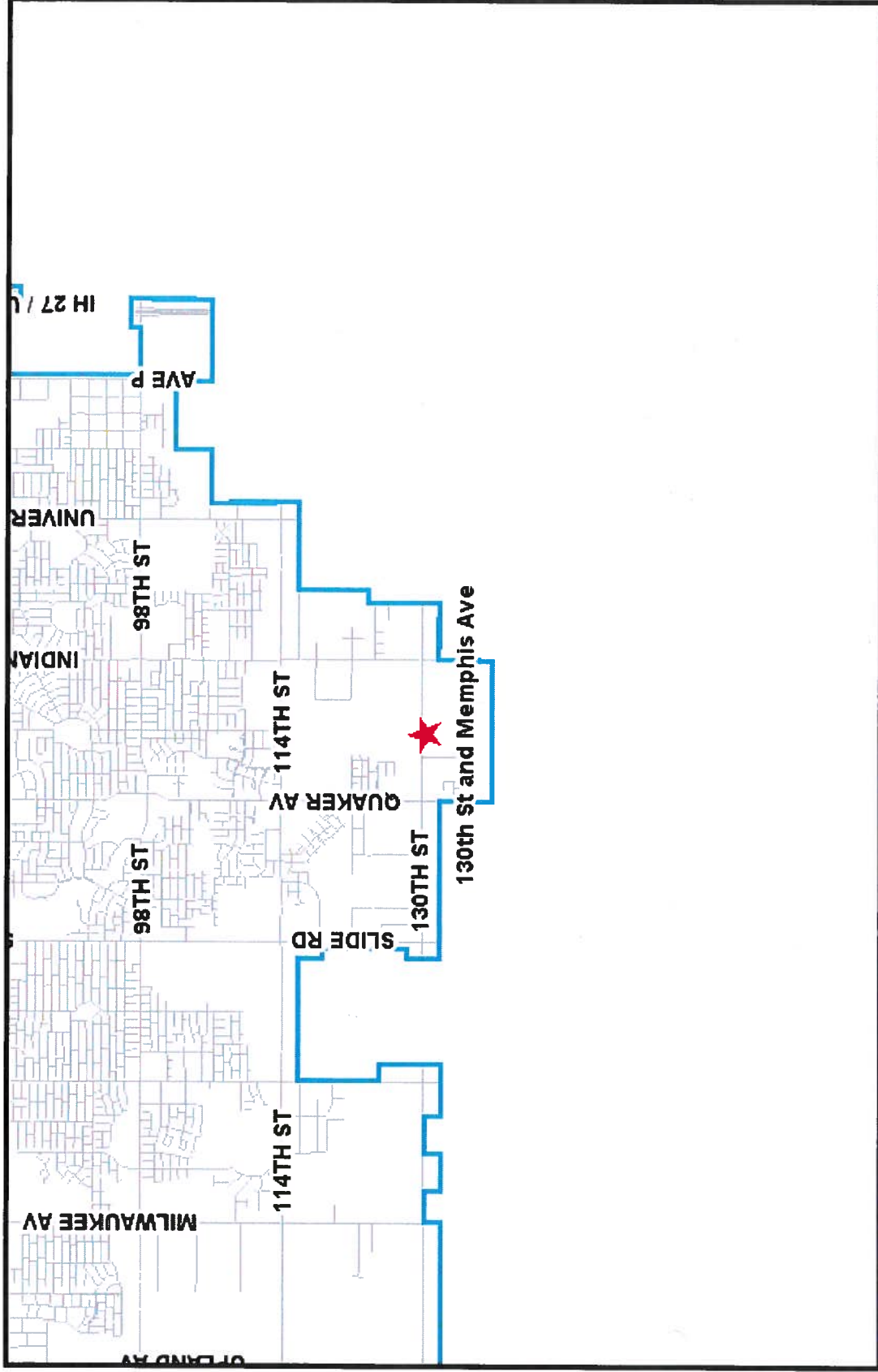
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

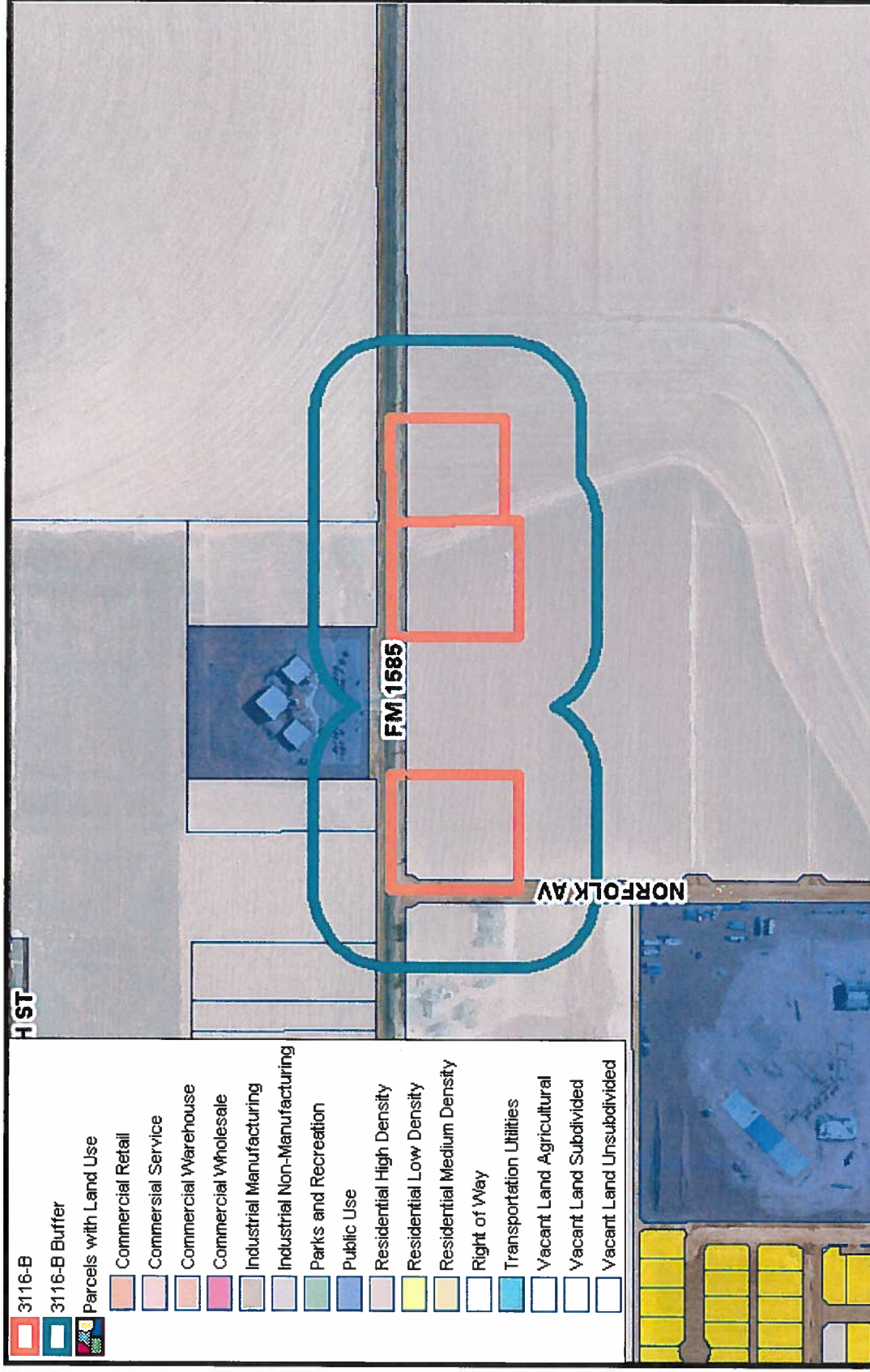


Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3116-B
07.10.2013

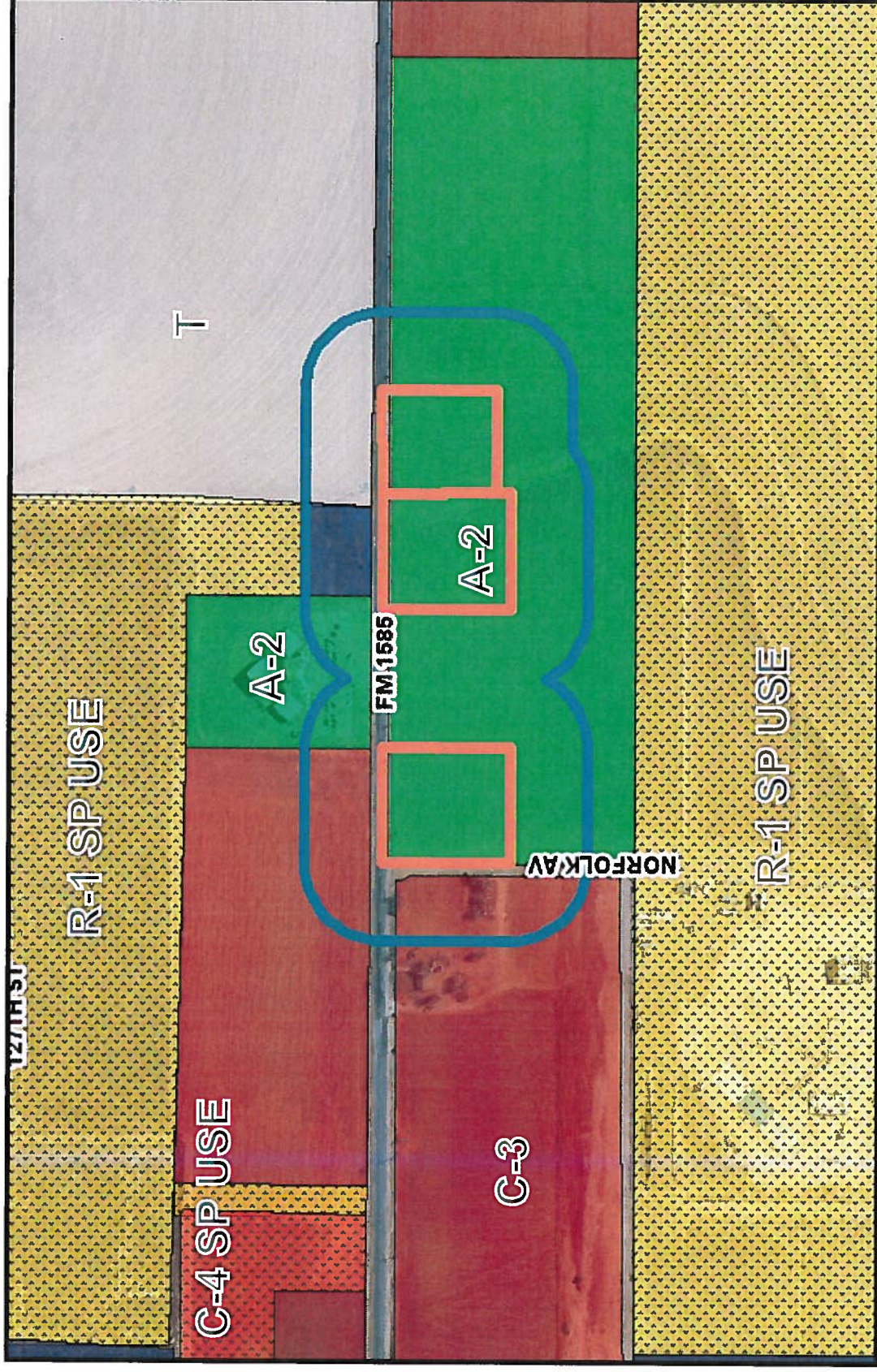


P.Z.C. Case 3116-B



P.Z.C. Case 3116-B

Request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from A-2 to GO, 130th Street at the intersections of Memphis Avenue and Norfolk Avenue



P.Z.C. Case 3116-B Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission

PO Box 2000 / 1625 13th St

Lubbock, TX 79457

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For FP Investors I, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: FM 1585 at the intersections of Memphis and Norfolk Avenues

Legal Description*: See attached

Existing Land Use: Vacant Existing Zoning: A-2

Acreage or Square Footage of Property: Approximately 7.1 Acres

Zoning Requested: Garden Office

Proposed Development: Unspecified

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry H. Lewis
Applicant's Signature

June 5, 2013
Date

Filing Fee: \$496 Ford #3524
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for non-profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only *M + B*

Zone Case No.: 3116-B

Agenda No.: 1

Request for zoning change from: A-2

To: GO

on 7.1 acres of unplatted land out of Block AK, Section 4

on Lot(s): _____

Block(s): _____

Subdivision: _____

Address: _____

NOT PLATTED

FIRST PRESBYTERIAN
ADDITION

THIS POINT BEARS S88°13'52"E,
1638.2' FROM THE NW CORNER OF
SECTION 4, BLOCK AK

S88°13'52"E 315.0'

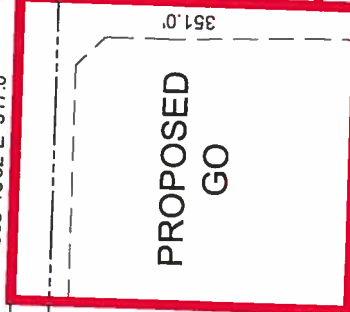


N01°46'31"E 351.0'

S01°46'08"W 351.0'

F.M. 1585

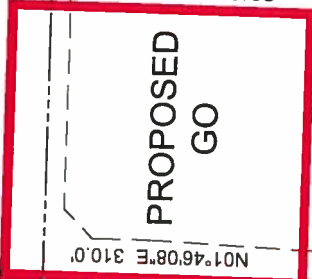
S88°13'52"E 317.0'



N01°46'08"E 351.0'

S01°46'08"E 310.0'

S88°13'52"E 282.0'



S01°46'08"W 310.0'

N88°13'52"W 315.0'

N88°13'52"W 317.0'

N88°13'52"W 282.0'

NORFOLK AVENUE

MEMPHIS AVE.

EXISTING C-3

EXISTING A-2

EXISTING A-2

EXISTING COOPER I.S.D.
ELEMENTARY SCHOOL

EXISTING R-2

FUTURE 133rd STREET

FUTURE

REQUESTED GARDEN OFFICE ZONING SECTION 4, BLOCK AK LUBBOCK COUNTY, TEXAS

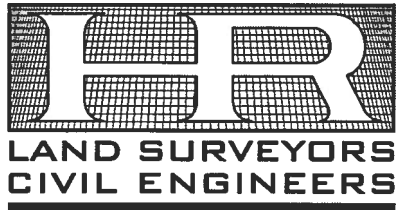


HFM

HUGO REED
AND ASSOCIATES, INC.

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FROM 100078-00
TEXAS REGISTERED ENGINEERING FROM F-750

1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891



HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

Proposed GO Zoning

METES AND BOUNDS DESCRIPTION of an approximate 2.6 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 4, Block AK and the centerline of Memphis Avenue, which bears S. 88°13'52" E. an approximate distance of 2643.0 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 01°46'08" W., along the centerline of Memphis Avenue, an approximate distance of 351.0 feet;

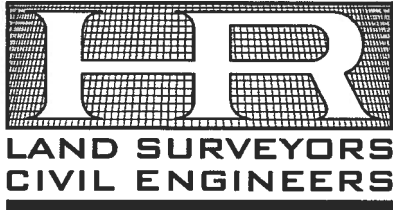
THENCE N. 88°13'52" W., an approximate distance of 317.0 feet;

THENCE N. 01°46'08" E., an approximate distance of 351.0 feet to the North line of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'52" E., along the said Section line, an approximate distance of 317.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY

Prepared for Ford Development Corporation
June 4, 2013



HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

Proposed GO Zoning

METES AND BOUNDS DESCRIPTION of an approximate 2.0 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 4, Block AK and the centerline of Memphis Avenue, which bears S. 88°13'52" E. a distance of 2643.0 feet from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'52" E., along the North line of said Section 4, an approximate distance of 282.0 feet;

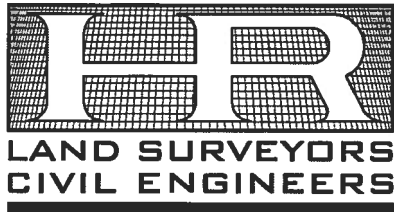
THENCE S. 01°46'08" W., an approximate distance of 310.0 feet;

THENCE N. 88°13'52" W., an approximate distance of 282.0 feet to the centerline of Memphis Avenue;

THENCE N. 01°46'08" E., along the centerline of Memphis Avenue, an approximate distance of 310.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY

Prepared for Ford Development Corporation
June 4, 2013



HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

Proposed GO Zoning

METES AND BOUNDS DESCRIPTION of an approximate 2.5 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 4, Block AK, and the center line of Norfolk Avenue, which bears S. 88°13'52" E., an approximate distance of 1638.2' from the Northwest corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 88°13'52" E., along the North line of Section 4, Block AK, an approximate distance of 315.0;

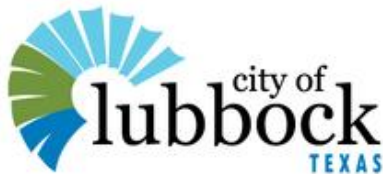
THENCE S. 01°46'08" W., an approximate distance of 351.0 feet;

THENCE N. 88°13'52" W., an approximate distance of 315.0 feet to the center line of Norfolk Avenue;

THENCE N. 01°46'31" E., along center line of Norfolk Avenue, an approximate distance of 351.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY

Prepared for Ford Development Corporation
June 4, 2013



Regular City Council Meeting

6. 5.

Meeting Date: 07/23/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 2508-K, a request of AMD Engineering, LLC (for Lubbock Land Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes on 4.95 acres of unplatted land out of Block E-2, Section 20 (113th Street and Boston Avenue) and consider an ordinance.

Item Summary

Zoning Request:

R-1 specific use for townhomes.

Proposed Land Use:

The proposed land use is for a townhome development.

Adjacent Land Uses:

N – Residential – zoned R-1 Specific Use for reduced setbacks

S – Commercial – zoned Interstate Highway Industrial

E – Residential/Commercial – zoned R-1 residential single family and some commercial

W – Residential – zoned R-1 Specific Use for reduced setbacks

Planning and Zoning Commission (P&Z) Public Hearing Notes from July 9, 2013:

Staff mentioned that neither planning, zoning, nor the values of properties, had the ability to regulate or control where rentals could exist. There were two letters in opposition of the request citing there were too many rentals. One letter was retracted by the opposition.

Impact on the Comprehensive Land Use Plan (CLUP):

The development and rezoning is consistent with the CLUP. R-1 is the lowest density zoning for any district. Although townhomes would require a minimum 3,500 sq.ft. lot, versus the standard 5,000 sq.ft. for single family homes, staff believes this development should be an asset for the surrounding areas acting as a buffer between the single family to the east and the apartments to the west as well as the future office warehouse development to the south.

The current zoning is R-1 Specific Use for reduced setbacks. On May 9, 2013, Council approved a zone case to the west of this request for townhomes.

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 2508-K

Zone Case 2508-K

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2508-K; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-1 SPECIFIC USE FOR TOWNHOMES, ON 4.95 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 20, LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2508-K

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **R-1 Specific Use for Townhomes** on **4.95 acres of unplatted land out of Block E-2, Section 20, City of Lubbock, Lubbock County, Texas, located at 113th Street and Boston Avenue**, 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 **113th Street and Boston Avenue**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



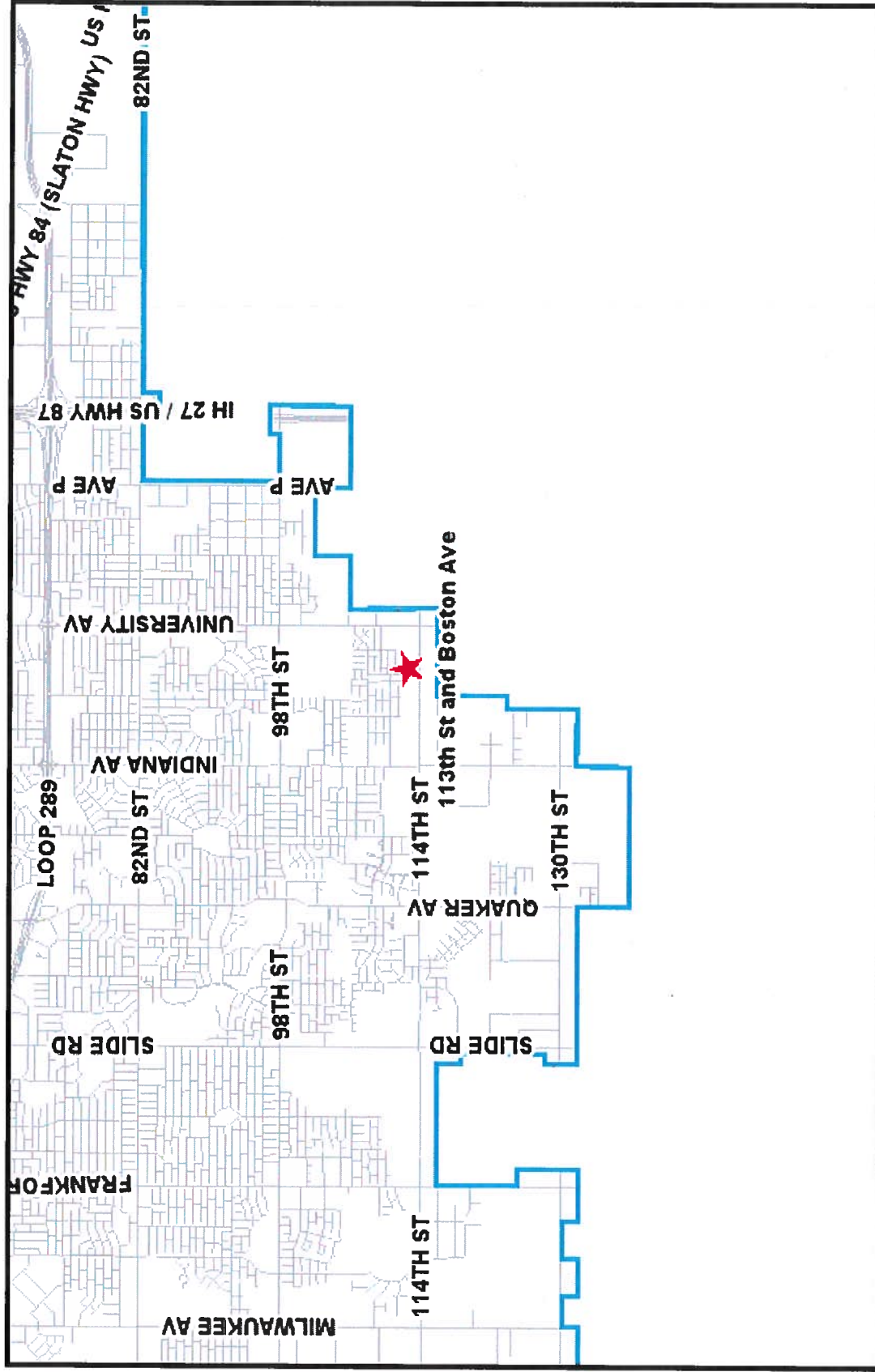
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

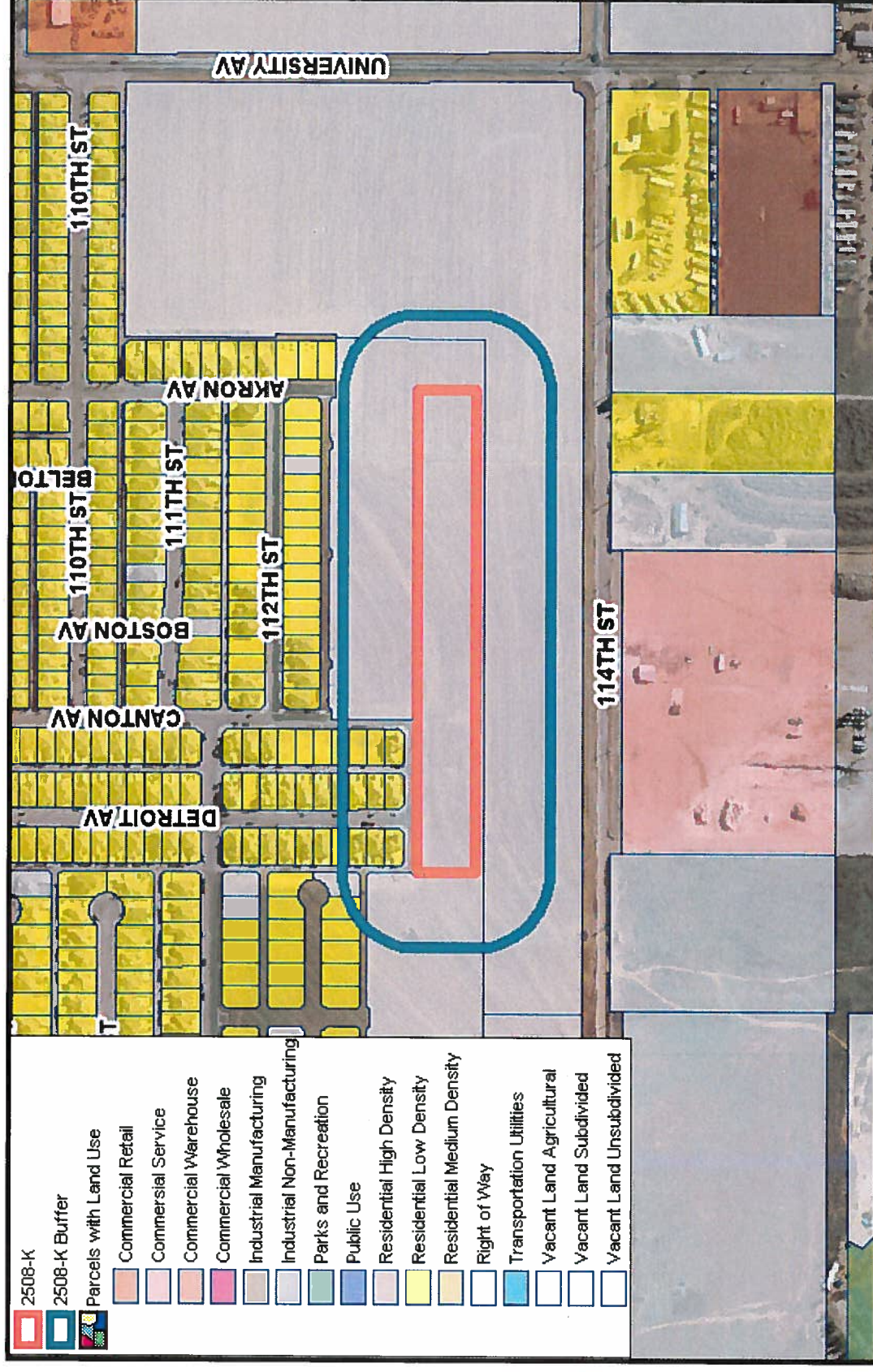


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2508-K
07.10.2013

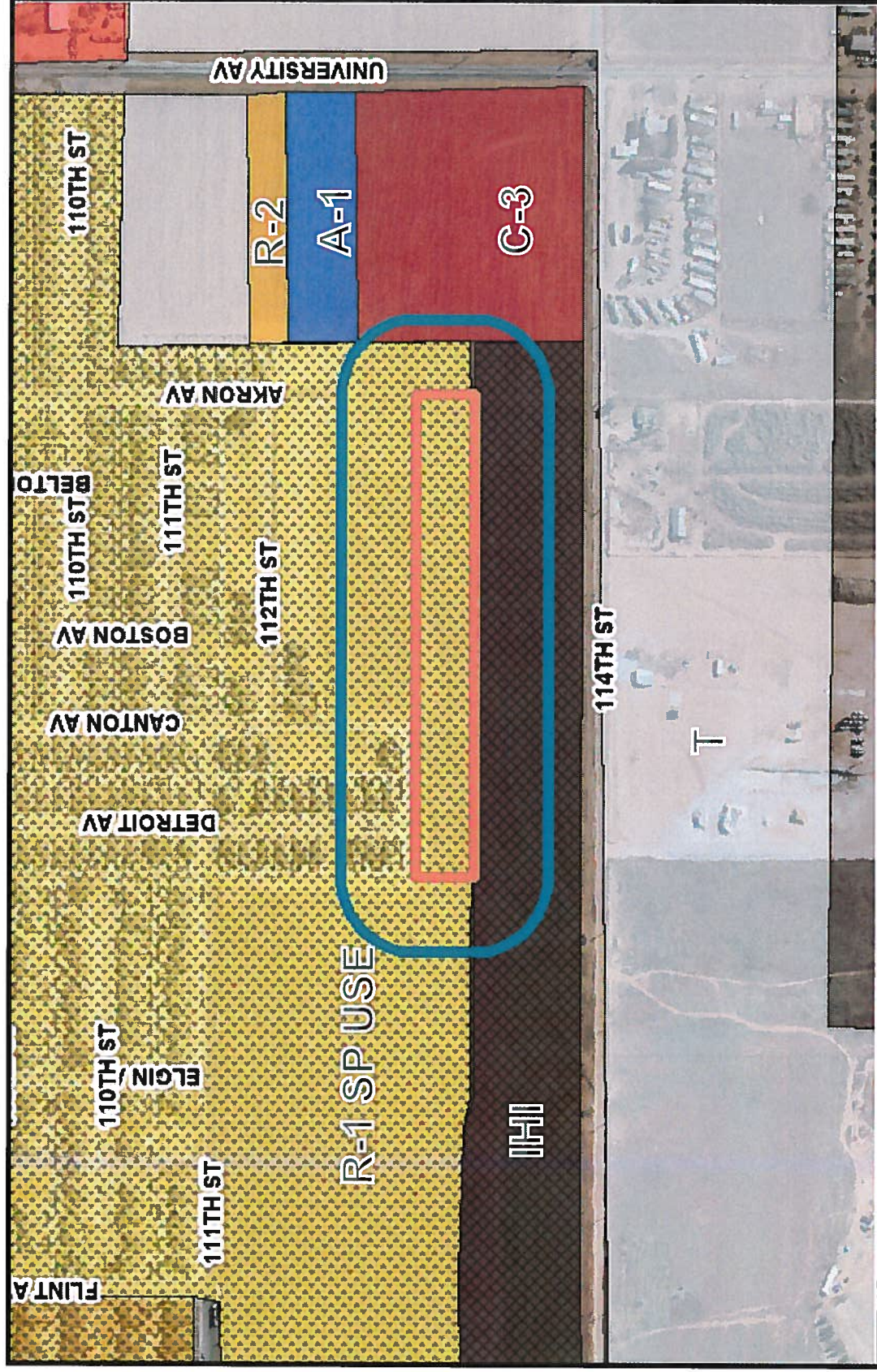


P.Z.C. Case 2508-K



P.Z.C. Case 2508-K

Request of AMD Engineering, LLC (for Lubbock Land and Company, LLC) for a zoning change from R-1 Specific Use to R-1 Specific Use for townhomes, 113th Street and Boston Avenue



P.Z.C. Case 2508-K Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant AMD Engineering, LLC
(Please Print)
2807 74th Street, Ste. 8
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 771-5976
Telephone

For Lubbock Land Company, LLC
4808 Knoxville, Suite A
Street/Post Office Box
Lubbock TX 79413
City State Zip
(806) 798-0098
Telephone

Location or Address: Boston Avenue and 113th Street

Legal Description:* See Attached

Existing Land Use: Agricultural **Existing Zoning:** R-1 Specific Use

Acreage or Square Footage of Property: 4.95 acres

Zoning Requested: R-1 Specific Use for Townhomes

Proposed Development: Townhome development

If property is not subdivided, will preliminary plat be submitted? Yes _____ No x

[Signature]
Applicant's Signature

June 6, 2013
Date

Filing Fee: \$487
(\$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.

CH: 1335
RC: 17772

For City Use Only map 40 M+B

Zone Case No.: 2508-K

Agenda No.: 2

Request for zoning change from: R-1 Sp. Use **To:** R-1 Sp. Use

on 4.95 acres of unplatted land out of Block E-2
Section 20

on Lot(s) _____ **Block(s)** _____

_____ **Addition** (Address: _____).

UNIVERSITY AVENUE

Residential
R-1

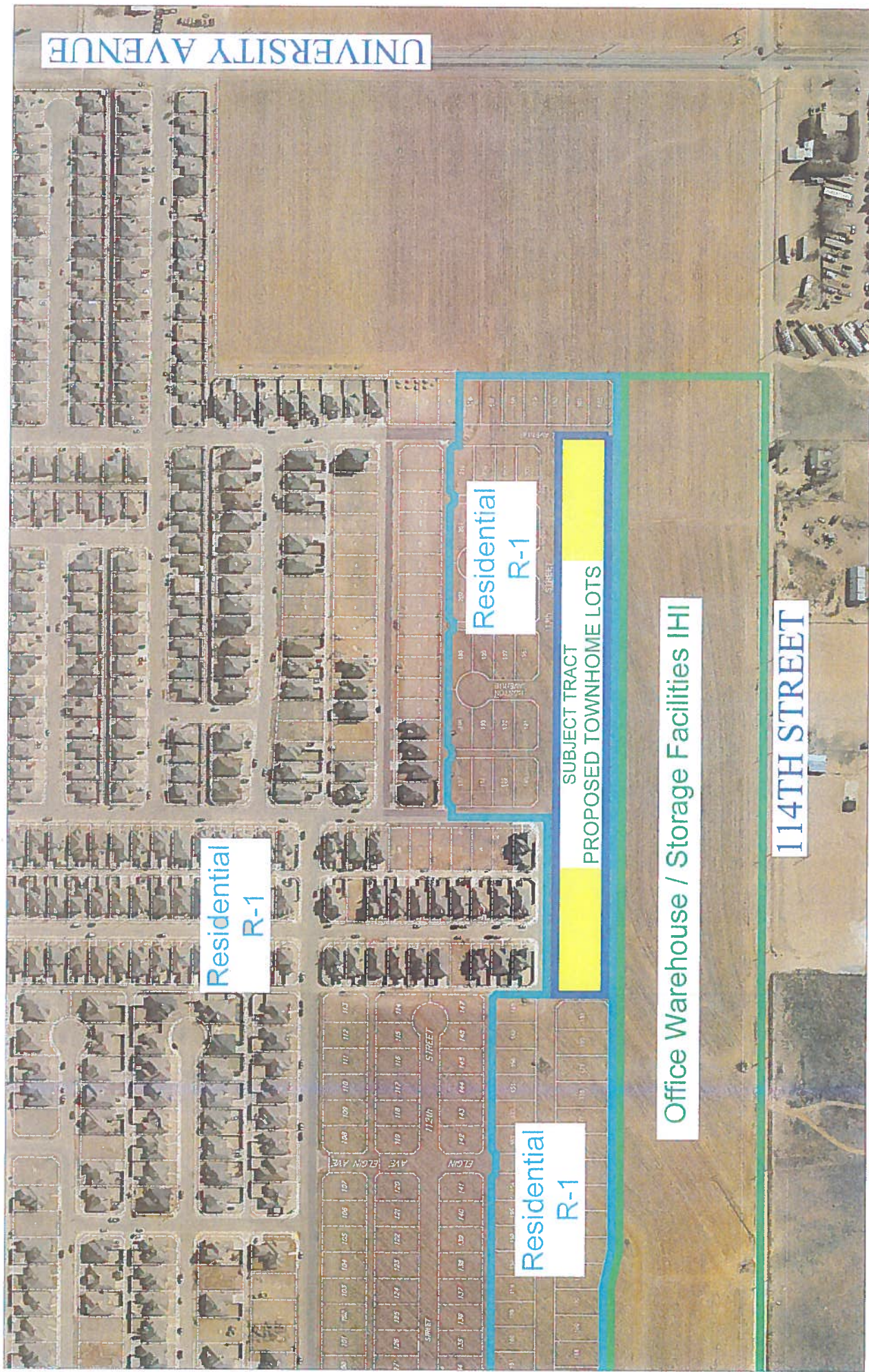
Residential
R-1

SUBJECT TRACT
PROPOSED TOWNHOME LOTS

Residential
R-1

Office Warehouse / Storage Facilities IHI

114TH STREET





Rezone to R-1, Specific Use

METES AND BOUNDS DESCRIPTION of a 4.95 acre tract of land located in Section 20, Block E-2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at the southwest corner of the plat limits of Lots 106-135, Cooper Creek, in Section 20, Block E-2, Lubbock County, Texas;

THENCE East an approximate distance of 1,351.05 feet;

THENCE South an approximate distance of 159.73 feet;

THENCE West an approximate distance of 1,351.05 feet;

THENCE North an approximate distance of 159.73 feet to the Point of Beginning and containing approximately 4.95 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Lubbock Land Company
June 6, 2013

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2508-K

In Favor of

Opposed ✓

Reasons and/or Comments:

My concern is this project may have some planned rental units. Being across the street from my home, I am apposed to anything other than single family homes in a residential lot.

RECEIVED

JUL 01 2013

Print Name

Johnny Stringer

PLANNING DEPARTMENT

Signature:

Johnny Stringer

Address:

11212 Canton Ave.

Address of Property Owned:

11212 Canton Ave.

**Andrew Paxton - Protest Withdrawl**

From: Johnny Stringer <johnny.stringer@mcdougal.com>
To: Charlie@caprockpartners.com; APaxton@mail.ci.lubbock.tx.us
Date: 7/8/2013 4:42 PM
Subject: Protest Withdrawl

After visiting with Charlie Hamilton, I no longer has a protest to the town home project in the Cooper Ridge area zone case. I see his plan is well thought out and will benefit the current and future homeowners.

--

Johnny Stringer, Broker Realtor
Sales Manager
McDougal Realtors
5001 W Loop 289
Lubbock, Texas 79414
Office [806-793-0703](tel:806-793-0703)
Fax [806-589-0199](tel:806-589-0199)
DID [806-401-0563](tel:806-401-0563)

RECEIVED

JUL 09 2013

PLANNING DEPARTMENT

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2508-K**

In Favor of _____

Opposed ☒

Reasons and/or Comments:

We are concerned about the influx of property that is not single residences home. The duplexes on 111th - 108th between Indiana + Flint are already an eyesore. We do not want our home's value to decrease as town homes are introduced to the neighborhood.

RECEIVED

JUL 08 2013

PLANNING DEPARTMENT

Print Name

Heather K Green

Signature:

Heather K Green

Address:

1120 Detroit Ave Lubbock TX 79423

Address of Property Owned:

1120 Detroit



Regular City Council Meeting

6. 6.

Meeting Date: 07/23/2013

Information

Agenda Item

Councilwoman Joy: Discuss and take action on issues related to the evaluation of the City Attorney and the City Secretary, including but not limited to the process, form and method of such evaluation.

Item Summary

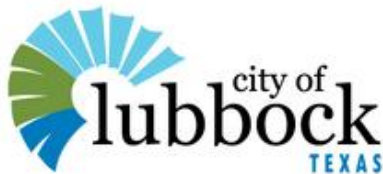
As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Latrell Joy, Councilwoman District 6



Regular City Council Meeting

6. 7.

Meeting Date: 07/23/2013

Information

Agenda Item

Resolution: Consider a resolution authorizing the Mayor to execute a Commitment Agreement regarding a request for land by the Lubbock Entertainment and Performing Arts Association for the purpose of constructing a Performing Arts Center.

Item Summary

Lubbock Entertainment and Performing Arts Association (LEPAA), a Texas nonprofit organization, was created in 2013, through grants from The CH Foundation and Helen Jones Foundation of Lubbock, to achieve the goal of building a state-of-the-art entertainment and performing facility for concerts, ballet programs, symphony performances, Broadway shows, lecture series, cultural exhibits, and educational programs for the community as well as the region. LEPAA has already raised more than twenty million dollars in pledges, and is committed to raise all the money necessary to build a facility by December 17, 2017.

It is LEPAA's desire to build a permanent facility for a new Performing Arts Center on City-owned property located at 1302 Mac Davis Lane, the five acre tract across from the Civic Center, bounded by Marsha Sharp Freeway on the north, Avenue L on the east, and Mac Davis Lane on the south. This facility will be visible from the Marsha Sharp Freeway and for all visitors to the Civic Center, bringing a great benefit to the City and providing a very positive and meaningful economic impact. The Performing Arts Center serves a public purpose by promoting a variety of the finest performing arts events; and educational and community programs that will support, enhance and expand appreciation for the arts, culture, music, history and heritage of the South Plains. In addition, this facility would promote the tourism industry in the city. LEPAA requests that the City of Lubbock commit to providing the land under the following conditions:

1. Prior to transfer of the property, LEPAA will have at least forty-five million dollars (\$45,000,000.00) in written commitments for building of the Performing Arts Center.
2. LEPAA will continue to raise money for construction of the Performing Arts Center. If construction has not begun and if LEPAA is unable to provide assurances satisfactory to the City that its financial condition is strong enough to provide an income stream for construction of the Performing Arts Center by December 31, 2017, the Agreement will terminate.
3. If, after transfer, LEPAA fails to use the property for the public purpose of construction and operation of an Entertainment and Performing Arts venue, ownership of the property will automatically revert to the City.

If LEPAA meets these conditions, the City's responsibilities would include:

1. Delivering the property currently leased by the Department of Public Safety (DPS) in "shovel-ready" condition.
2. Negotiating a shared parking agreement to the satisfaction of the City.

This item was postponed from the June 27 to the July 25 City Council meeting in order to allow time to determine

the estimated cost to the City of demolishing the current improvements on this property in order to make the property shovel ready. Estimates for the demolition range from \$250 thousand to \$500 thousand as a worst case scenario. The agreement as presented caps the City's cost at \$300 thousand with LEPAAs responsible for additional costs. The current Lessee, the DPS, is contractually responsible for removing the 12,000 gallon gasoline underground storage tank and the 4,000 gallon diesel underground storage tank in accordance with the requirements of the TCEQ and other federal and state regulations. A copy of applicable page from the lease is included for your information.

Fiscal Impact

Up to \$300,000 in demolition costs.

Staff/Board Recommending

Acting City Manager.

Attachments

[LEPAA - Reference Page](#)

[Resolution - LEPAAs](#)

[Commitment Agreement - LEPAAs](#)

[Map - LEPAAs](#)

4. Use the Premises in any way that would increase insurance premiums or void insurance on the Premises.

5. Unreasonably exclude the Landlord from the Premises.

6. Alter the Premises without Landlord's written consent.

7. Allow a lien to be placed on the Premises.

8. Assign this lease or sublease any portion of the Premises without Landlord's written consent.

C. Landlord agrees to -

1. Lease to Tenant the Premises for the entire Term beginning on the Commencement Date and ending on the Termination Date.

2. Upon request, provide Lessee with sufficient information to allow Lessee to obtain a criminal history for any officer, agent or employee of Lessor who will enter the Premises.

3. Permit the Lessee to maintain Lessee's existing radio communication tower on the Premises during the term of this lease. Lessee agrees to convey the radio communication tower to the Lessor upon conclusion of this lease without further consideration.

4. Permit the Lessee to maintain the following trade fixtures and personal property on the Premises: 1) 12,000-gallon (approximate) gasoline underground storage tank north of the fueling canopy; and 2) 4,000-gallon (approximate) diesel underground storage tank west of the fueling canopy"; all of which is maintained by the Lessee on the Premises at the time of the execution of this lease. Lessee shall cause the gasoline and diesel underground storage tanks to be permanently removed at the end of the lease, in accordance with the requirements of the Texas Commission on Environmental Quality, other state and federal regulations, and within a reasonable time after the Lessee vacates the Premises upon conclusion of this lease. The State retains responsible party status and liability for cleanup of contamination associated with any activities and facilities associated with State operations on this property.

5. Permit the Lessee to maintain the following trade fixtures and personal property on the Premises: 1) the vehicle lift, Rotary Lift Model #SM122, in the Motor Vehicle Theft building, 2) explosive material container, Safety Storage Model #1206SE, with approximate dimensions of 60" by 129;" 3) shelter with approximate dimensions of 242" by 146"; and 4) the radio equipment building or pod with the approximate dimensions of 96" by 168."; all of which is maintained by the Lessee on the Premises at the time of the execution of this lease. Lessee agrees to remove the above-described property and equipment, within a reasonable time after the Lessee vacates the Premises upon conclusion of this lease.

D. Landlord agrees not to -

1. Interfere with Tenant's possession of the Premises as long as Tenant is not in default.

E. Landlord and Tenant agree to the following:

1. *Alterations.* Any physical additions or improvements to the Premises made by Tenant will become the property of Landlord. Landlord may require that Tenant, at the end of the Term and at Tenant's expense, remove any physical additions and improvements, repair any alterations, and restore the Premises to the condition existing at the Commencement Date, normal wear excepted.

2. *Abatement.* Tenant's covenant to pay Rent and Landlord's covenants are dependent.

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Commitment Agreement between the City of Lubbock and Lubbock Entertainment and Performing Arts Association to provide land located at 1302 Mac Davis Lane, for the public purpose of construction and operation of a Performing Arts Center. Said Commitment Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2013.

GLEN C. ROBERTSON, MAYOR

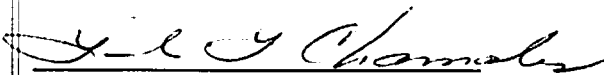
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Acting City Manager

APPROVED AS TO FORM:



Linda L. Chamales
Economic Development Attorney

Lc: Cityatt/Linda/Res-Commitment-Performing Arts
July 17, 2013

COMMITMENT AGREEMENT

This Commitment Agreement (the "Agreement") is between the CITY OF LUBBOCK, TEXAS (the "City"), A Texas Home Rule Municipal Corporation, and the LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION (LEPAA), a Texas nonprofit organization, acting by and through their respective and duly authorized officers and officials.

RECITALS

WHEREAS, LEPAA is a nonprofit organization founded in 2013, with donations and grants from interested and caring citizens, organizations and charitable foundations of Lubbock and the region, to support it in achieving its goal of building a state-of-the-art entertainment and performing facility to include concerts, ballet programs, symphony performances, Broadway shows, lecture series, cultural exhibits, and educational materials; and

WHEREAS, LEPAA desires to build a permanent facility for a new Performing Arts Center on City-owned property located at 1302 Mac Davis Lane, Lubbock, Texas, across from the Civic Center consisting of approximately 5 acres which is bounded by the Marsha Sharp Freeway on the North, Avenue L on the East, and Mac Davis Lane on the South; and

WHEREAS, the LEPAA has already raised more than twenty million dollars (\$20,000,000) in pledges, and is committed to raise all the money necessary to begin building The Performing Arts Center on or before December 31, 2017, and

WHEREAS, the City Council finds that a Performing Arts Center would serve a public purpose by promoting performing arts as a vital part of the quality of life for the citizens of Lubbock, promoting the tourism industry in the City, and furthering Goal 6 in the category of Recreation, Parks, Entertainment and Cultural Affairs, as established in "Goals for Lubbock – A Vision Into the 21st Century"; and

WHEREAS, Texas Local Government Code Section 253.011 allows a municipality to transfer real property to a non-profit organization for such a public purpose, and the City desires to transfer the property located at 1302 Mac Davis Lane to LEPAA for a Performing Arts Center;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I

RECITALS AND EXHIBITS PART OF AGREEMENT

- 1.1 The representations, covenants, and findings, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this Article I. Exhibits "A" "B," "C," and "D," attached hereto are incorporated into this Agreement as if fully set forth herein.

ARTICLE II

REPRESENTATIONS AND WARRANTIES OF
LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION

- 2.1 LEPAA warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011.
- 2.2 LEPAA warrants and represents that LEPAA has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of LEPAA. Concurrently with the Chairman's execution of this Agreement, LEPAA has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of LEPAA to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of LEPAA, and is enforceable in accordance with its terms and provisions.
- 2.3 LEPAA warrants and represents that if transferred, it will use the real property that is the subject of this Agreement, solely for the public purpose of construction and operation of an Entertainment and Performing Arts venue. LEPAA understands that if at any time the property is not used for that purpose, ownership of the property will automatically revert to the City.

ARTICLE III
RESPONSIBILITIES OF LUBBOCK ENTERTAINMENT AND PERFORMING ARTS
ASSOCIATION

- 3.1 Prior to transfer of the property, LEPAA shall have at least forty-five million dollars (\$45,000,000.00) in written commitments for building of the Performing Arts Center.
- 3.2 The LEPAA Board agrees to continue to raise money for construction of the Performing Arts Center. If construction has not begun and if LEPAA is unable to provide assurances satisfactory to the City that its financial condition is strong enough to provide an income stream for construction of the Performing Arts Center by December 31, 2017, this Agreement will terminate.
- 3.3 LEPAA agrees that its financial documents, including commitment agreements, shall be open for inspection at reasonable times upon request by the City Manager or his/her designee.
- 3.4 LEPAA agrees that prior to transfer of the real property, a survey will be conducted of the mutually agreed upon parcel to be transferred, that LEPAA will pay for the survey, and that the survey shall be incorporated in this document as Exhibit "C."
- 3.5 At the time the real property is transferred, the LEPAA agrees to negotiate a shared parking agreement with the City substantially in the form of the Shared Parking Agreement attached as Exhibit "D."

ARTICLE IV
RESPONSIBILITIES OF THE CITY

- 4.1 The City agrees to hold the real property described in the attached Exhibit "A" until December 31, 2017.
- 4.2 City agrees that prior to transfer of the real property, a survey will be conducted of the mutually agreed upon parcel to be transferred and the survey shall be incorporated in this document as Exhibit "C."
- 4.3 If the Conditions Precedent to Performance, described in Article III and Article V, have been met prior to December 31, 2017, City agrees to transfer to LEPA by recorded Deed Without Warranty, substantially in the form attached hereto as Exhibit "B", the real property located at 1302 Mac Davis Lane, being approximately 5 acres in size, and further described in the attached Exhibit "A."
- 4.4 City agrees to expend up to three hundred thousand dollars (\$300,000.00) to deliver the site described in Exhibit "A" free of all above ground buildings, parking lots, towers, and with city utilities extended to the property line in order to provide a "shovel ready" development lot to LEPA within 90 days of notification to the City, in writing, that LEPA has meet all their responsibilities described in Article III. Any additional funding necessary to provide a "shovel ready" development lot will be the responsibility of LEPA.
- 4.5 It is understood between the parties that the Texas Department of Public Safety (DPS) has leased the property from the City and that the term of the lease ends within sixty days of DPS occupying Lubbock Regional DPS Facility. DPS is contractually bound to cause the 12,000 gallon gasoline underground storage tank north of the fueling canopy and the 4,000 gallon diesel underground storage tank west of the fueling canopy to be permanently removed at the end of the lease, in accordance with the requirements of the Texas Commission on Environmental Quality, other state and federal regulations, and within a reasonable time after the DPS vacates the Premises. The State retains responsible party status and liability for cleanup of contamination associated with any activities and facilities associated with State operations on this property.
- 4.6 City agrees to pay for a Title policy and all closing fees upon transfer of the real property that is the subject of this Agreement.
- 4.7 At the time the real property is transferred, the City agrees to negotiate a shared parking agreement with LEPA substantially in the form of the Shared Parking Agreement attached as Exhibit "D."

- 4.8 If requested by LEPAА at the time the real property is transferred, the City agrees to support closing Mac Davis Lane between Avenue O and Avenue L, subject to approval by the appropriate City Departments.

ARTICLE V

CONDITIONS PRECEDENT TO PERFORMANCE

- 5.1 City shall not be obligated to perform under this Agreement unless, within the designated time periods, LEPAА has performed, furnished, or caused to be furnished to the City all items required to be performed or furnished under other sections of this Agreement, including those Responsibilities of Lubbock Entertainment and Performing Arts Association listed in Article III.
- 5.2 City is not obligated to perform under this Agreement unless all representations, warranties, covenants and agreements of LEPAА contained in this Agreement are true and correct, as of the Closing date, except where specific reference is made to another date.
- 5.3 Notwithstanding anything contained in this Agreement to the contrary, City may, at City Council's option, elect to waive any of the conditions precedent to the performance of LEPAА's obligations under this Agreement by giving LEPAА, at any time prior to Closing, a written waiver specifying the waived condition precedent.
- 5.4 If any of the conditions precedent to the performance of City's obligations under this Agreement have not been satisfied within the designated time periods or waived by the City, the City may, by giving written notice to CBF, terminate this Agreement. On City's termination, City and LEPAА shall have no further obligations under this Agreement, one to the other.
- 5.5 The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

ARTICLE VI

MISCELLANEOUS

- 6.1 All notices, demands, requests, and other communications required hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) deposit of, in a regularly maintained receptacle for the United States Mail, postage prepaid, addressed as follows:

CITY:
City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
(806) 775-2016
Fax (806) 775-3307

LEPAA:
Tim Collins, Chairman
Lubbock Entertainment & Performing
Arts Association
1500 Broadway, Suite 1254
Lubbock, Texas 79401
(806) 773-5650

- 6.2 This Agreement is being executed and delivered and is to be performed in the State of Texas, the laws of Texas governing the validity, construction, enforcement and interpretation of this Agreement. This Agreement is performable in, and the exclusive venue for any action brought with respect hereto, shall lie in Lubbock County, Texas.
- 6.3 This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, related to the real property, and may be amended or supplemented only in writing executed by the party against whom enforcement is sought.

EXECUTED and effective as of the date of the execution by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

LUBBOCK ENTERTAINMENT AND
PERFORMING ARTS ASSOCIATION

GLEN C. ROBERTSON, MAYOR

By:



Tim Collins, Chairman
Lubbock Entertainment and
Performing Arts Association,

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

A handwritten signature in cursive script, reading "Linda L. Chamales". The signature is written in dark ink and is positioned above a horizontal line.

Linda L. Chamales,
Economic Development Attorney

Exhibit "A"

The surface only of Lot Two (2), Block One (1) Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the plat and dedication deed for Memorial Center Addition recorded in Volume 1349, pages 521 through 525 of the Deed Records of Lubbock County, Texas.

EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS §

COUNTY OF LUBBOCK § KNOW ALL MEN BY THESE PRESENTS

That the CITY OF LUBBOCK, a Municipal Corporation of Lubbock, County, Texas (hereinafter called "Grantor"), by virtue of the authority set forth in

DATE:

GRANTOR: City of Lubbock, Texas

GRANTOR'S MAILING ADDRESS

P.O. Box 2000
Lubbock, TX 79457

GRANTEE: Lubbock Entertainment & Performing Arts Association

GRANTEE'S MAILING ADDRESS

1500 Broadway, Suite 1254
Lubbock, Texas 79401

CONSIDERATION:

Grantor and Grantee expressly stipulate that Grantee shall utilize the Property solely in a manner that promotes a public purpose of the Grantor. Grantor and Grantee stipulate that the consideration of public purpose use by Grantee is the sole consideration to be received by

DRAFT

Grantor for the conveyance of the Property by Grantor and that such consideration is sufficient in all respects.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

The surface only of Lot Two (2), Block One (1) Memorial Center Addition to the City of Lubbock County, Texas, according to the plat and dedication deed for Memorial Center Addition recorded in Volume 1349, pages 521 through 525 of the Deed Records of Lubbock County, Texas.

The Property is conveyed to Grantee, and Grantee's successors and assigns under the authority of Texas Local Government Code Section 253.011, for so long as the Property is used to promote a public purpose of the Grantor. If the Property ceases to be so used, all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in Grantor, and Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of the Grantor, it being the intent of Grantor to convey a fee simple determinable estate to the Grantee. For the purposes hereof, "public purpose" of the Grantor shall mean an entertainment and performing arts venue.

REPRESENTATIONS AND WARRANTIES OF GRANTEE:

Grantee warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011(a).

Grantee represents and warrants to Grantor that it has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Property, the state of title of the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property.

FURTHER, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING WITHOUT LIMITATION, THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY. Grantee further acknowledges that, in accepting this Deed Without Warranty, it has relied solely upon its independent evaluation and examination of the Property, and public records relating to the Property and the independent estimates, computations, evaluations and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Grantee, if any, whether furnished by Grantor or any other third party. Grantor, its officers, employees, elected officials, independent contractors, and agents assume no liability for the accuracy, completeness or usefulness of any material furnished by Grantor, or any of its officers, employees, elected officials, independent contractors and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Grantor, its officers, employees, elected officials, independent contractors and/or agents, and any such reliance shall be at Grantee's sole risk.

THE CONVEYANCE OF THE PROPERTY SHALL BE ON A "WHERE IS", "AS IS", AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING,

BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY OR OTHERWISE. Grantee has satisfied itself as to the title, type, condition, quality and extent of the property and property interests that comprise the Property it is receiving pursuant to this Deed Without Warranty.

Grantor, for the consideration and subject to the reservations and exceptions to conveyance, grants, sells, and conveys to Grantee the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever, without warranty, express or implied, statutory or otherwise, and all warranties that might arise by common law and the warranties created by Section 5.023 of the Texas Property Code (and all amendments and successors thereto) are expressly excluded.

EXECUTED THIS _____ DAY OF _____, 20__.

GRANTOR:
CITY OF LUBBOCK

DRAFT

MAYOR

ATTEST:

City Secretary

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

State of Texas §

County of Lubbock §

This instrument was acknowledged before me on this ____ day of _____, 20__ by
_____ as Mayor of the City of Lubbock.

Notary Public, State of Texas
My commission expires: _____

GRANTEE:

By: _____
Name: _____
Title: _____

EXHIBIT "C"

SURVEY

EXHIBIT "D"

SHARED PARKING LEASE AGREEMENT

DRAFT

This Shared Parking Lease Agreement is between the CITY OF LUBBOCK, a Texas Home Rule Municipality, (hereinafter called LESSOR) and the Lubbock Entertainment and Performing Arts Association, a Texas Nonprofit organization, (hereinafter called LESSEE).

I.

Subject to the terms and provisions herein, LESSOR hereby leases unto LESSEE for a term of ____ () years beginning _____, and ending _____, subject to earlier termination as provided in this Lease Agreement, _____ () parking spaces on the following described tract of land (the "Leased Premises"):

(property description Civic Center parking lot)

II.

LESSEE shall pay the sum of _____ (\$) per month by check or money order to the CITY OF LUBBOCK, P.O. Box 2000, Lubbock, Texas 79457, Attention: Property Manager, payable to LESSOR in advance of the first day of each month with the first payment being due contemporaneously with the execution of this lease.

III.

Rent unpaid after the due date (the first day of each month) is delinquent and will constitute a default by LESSEE. If all rent is not paid by the fifth (%) day of the month, LESSEE shall pay the lesser of (i) an initial late charge of \$25.00 plus a late fee of \$1.00 per day thereafter until all delinquent rent and late charges are paid in full; or (ii) the maximum charge for delinquent payment of rent, allowed by applicable state, federal or local statute, regulation, rule order or ordinance. Daily late charges shall not exceed \$25.00 for any single month's rent.

IV.

The Leased Premises shall be used for the purpose of a parking lot for vehicles as an additional use to the Performing Arts Center operated by LESSEE. LESSEE will restrict the use of the Leased Premises for this purpose, and will not use, or permit the use of, the Leased Premises for any other purpose without first obtaining the consent of LESSOR in writing.

V.

LESSEE will not commit, or allow to be committed, any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or use or allow the Leased Premises to be used for any unlawful purpose.

VI.

LESSOR represents that the Leased Premises are in fit condition for the use as described in Paragraph IV. LESSEE agrees to accept the Leased Premises on possession as being in good state of repair and suitable for such use and purposes. LESSEE agrees to surrender the Leased Premises to LESSOR at the end of the lease term, in the same condition as when LESSEE took possession, allowing for reasonable use and wear.

VII.

Partial destruction of the Leased Premises shall not terminate this Lease, nor shall it render this lease void or voidable, except as provided in this Lease. Nevertheless, LESSEE may terminate this lease upon five (5) days written notice in the event of partial destruction.

VIII.

TO THE EXTENT ALLOWED BY LAW, LESSEE HEREBY HOLDS LESSOR HARMLESS, AND INDEMNIFIES LESSOR, FROM AND AGAINST ANY AND ALL PAYMENTS, EXPENSES, COSTS, REASONABLE ATTORNEY'S FEES, AND ALL CLAIMS, LIABILITIES, LOSSES OR DAMAGE, INCLUDING WITHOUT LIMITATION, PAYMENTS, EXPENSES, COSTS, REASONABLE ATTORNEY'S FEES, CLAIMS, LIABILITIES, LOSSES OR DAMAGES TO PROPERTY OR INJURIES TO PERSONS, OF ANY KIND OR TYPE, CAUSED WHOLLY OR IN PART BY, RESULTING FROM ANY ACT OR OMISSIONS BY LESSEE OR LESSEE'S CUSTOMERS, GUESTS, LICENSEES, AND/OR INVITEES, UNDER THE TERMS HEREOF OR FOR ANY CAUSE WHATSOEVER ARISING OUT OF, RELATED TO OR BY REASON OF THE USE OR OCCUPATION OF THE LEASED PREMISES BY LESSEE OR LESSEE'S CUSTOMERS, GUESTS, LICENSEES OR INVITEES.

Further, LESSEE shall procure and carry throughout the term of this Lease, insurance as specified I Exhibit "A", hereto or shall provide written documentation satisfactory to LESSOR that LESSEE is self insured.

IX.

No improvements of any kind or type are to be placed on Leased Premises by LESSEE and if they are, they shall be removed immediately at the expense of LESSEE.

X.

If LESSEE fails to comply with any conditions and covenants of this Lease, LESSOR may perform these conditions and covenants, at the cost and expense of LESSEE, and the cost of the expense will be added to the next installment of rent and shall be payable by LESSEE as such.

XI.

To the extent allowed by law, all goods and personal property of any kind in or on Leased Premises will be the sole responsibility of LESSEE, and in no event will LESSOR be liable for any loss or damage to these goods or property for any reason whatsoever.

XII.

This Lease cannot be assigned in whole or in part by LESSEE except upon the express written permission of LESSOR, such consent to be at the sole discretion of LESSOR.

XIII.

This Lease may be cancelled and terminated by LESSOR for non-payment of rent or failure of LESSEE to keep and perform any of its agreement herein (a "Default"). In the event of a Default, LESSOR shall give notice of the default by providing ten (10) days written notice to LESSEE delivered or mailed to the last known address of LESSEE at 1500 Broadway, Suite 1254, Lubbock, Texas 79401, describing said Default. If the default is continuing at the end of the ten- day period, LESSOR may cancel and terminate the Lease.

XIV.

Should the use by the City of the Leased Premises become necessary for other City purposes, at LESSOR's discretion, LESSOR may terminate this Lease upon thirty (30) days' written notice to LESSEE. Any prepaid rent will be pro-rated to LESSEE at the time of such termination.

XV.

Parking on the Leased Premises by LESSEE shall be allowed between the hours of ____ and ____, _____ through _____. Except as expressly authorized herein, LESSEE shall have no rights or privileges to utilize the Leased Premises.

XVI.

If there is a need for LESSOR to utilize all or part of the Leased Premises during the term hereof, LESSOR shall give written notice to LESSEE as soon as LESSOR is aware of the problem, but no later than seven (7) days in advance of the time or times of the City's need to use the Leased Premises, or applicable portion thereof. LESSOR and LESSEE shall meet and attempt to resolve the issue amicably so that both parties are accommodated. If an accommodation cannot be reached, LESSEE shall not occupy the Leased Premises, or the applicable portion thereof for the period of time in the notice.

XVII.

LESSOR 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, LESSOR 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.

EXECUTED on _____, 20__.

CITY OF LUBBOCK

LUBBOCK ENTERTAINMENT
& PERFORMING ARTS ASSOC.

MAYOR

Chairman

ATTEST:

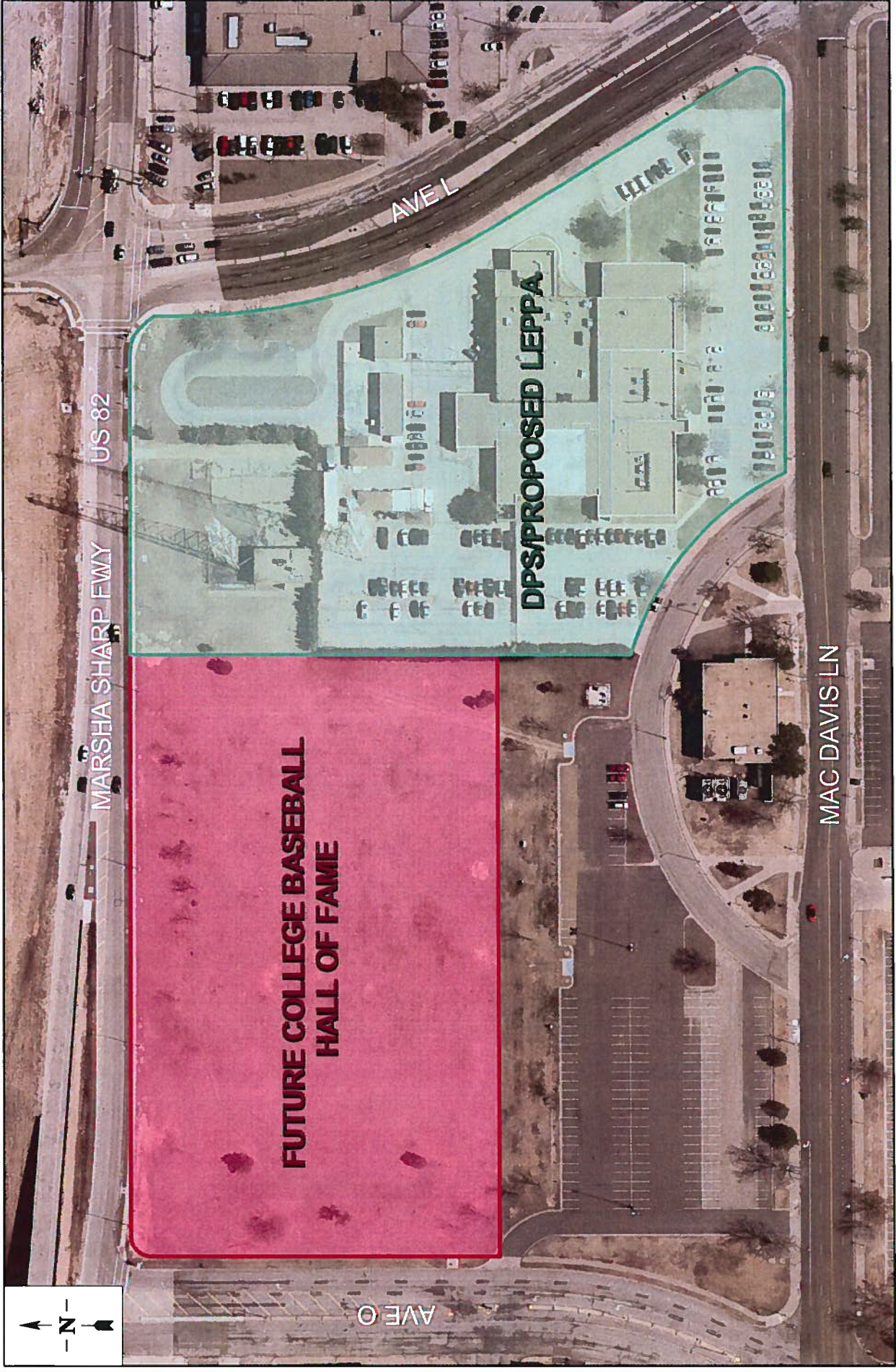
City Secretary

APPROVED AS TO CONTENT

APPROVED AS TO FORM:

City Attorney

DRAFT

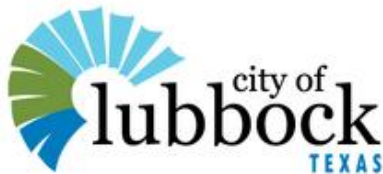


Legend

- DPS/PROPOSED LEPPA
- FUTURE COLLEGE BASEBALL HALL OF FAME



As prepared by SECTION 1, Chapter 201, SUBCHAPTER D, GEOGRAPHICAL DATA PRODUCTS of the City of Lubbock, Texas. The City of Lubbock, Texas, is not responsible for the accuracy or completeness of the information presented herein for use for any purpose other than that for which it was prepared. Any use of the information presented herein for any other purpose is the user's responsibility. The City of Lubbock, Texas, is not responsible for the accuracy or completeness of the information presented herein for use for any purpose other than that for which it was prepared. Any use of the information presented herein for any other purpose is the user's responsibility.



Regular City Council Meeting

6. 8.

Meeting Date: 07/23/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider two appointments to the Building Board of Appeals, one appointment to the Canadian River Municipal Water Authority, one appointment to the Citizens Traffic Commission, three appointments to the Civic Lubbock Inc. Board of Directors, four appointments to the Lubbock Water Advisory Commission, one appointment to the Museum & Arts Standing Sub Committee, and one appointment to the Planning & Zoning Commission.

Item Summary

Consider two appointments to the Building Board of Appeals, one appointment to the Canadian River Municipal Water Authority, one appointment to the Citizens Traffic Commission, three appointments to the Civic Lubbock Inc. Board of Directors, four appointments to the Lubbock Water Advisory Commission, one appointment to the Museum & Arts Standing Sub Committee, and one appointment to the Planning & Zoning Commission.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

RS Appointments

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JULY 23, 2013**

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	CITIZENS TRAFFIC COMMISSION	TORRES, REYMUNDO	07.01.14	N/A		RESIGNED/REPLACE	N/A
	2	CIVIC LUBBOCK, INC. BOARD OF DIRECTORS	CALDWELL, DON	08.01.13	60%		REAPPOINT	Y
			HARAGAN, DONALD	08.01.13	100%		REAPPOINT	Y
			KELLEY, LOUIS	08.01.13	70%		REPLACE	Y
	3	LUBBOCK WATER ADVISORY COMMISSION	BAKER, SUZIE	08.01.13	N/A	AT LARGE	REPLACE	N/A
			COLLINS, JAMES	08.01.13	100%	CRMWA	REAPPOINT	Y
			PHILLIPS, RON	08.01.13	100%	AT LARGE	REAPPOINT	Y
			SELL, GEORGE	08.01.13	83%	AT LARGE	REAPPOINT	Y
	4	MUSEUM & ARTS STANDING SUB COMMITTEE	GERACI, CHRISTINE	11.01.14	N/A		REPLACE	N/A

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 7/11/2013

Sorted: No Preference

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

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

CITIZENS TRAFFIC COMMISSION

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	67.0% (6)
Hispanic	32.6%	27.6%	10.1%	22.0% (2)
African-American	8.7%	7.4%	10.1%	11.0% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	89.0% (8)
Female	51.5%	53.0%	24.7%	11.0% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	22.2% (2)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	22.2% (2)
District 6	17.2%	19.9%	19.3%	11.1% (1)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Permanent advisory board studies traffic problems in Lubbock, hears citizen requests and staff recommendations for new traffic control devices, and conducts education programs about traffic safety.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Torres, Reymundo (M,H,1)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Reymundo Torres:

Rebecca Ramirez (F,H,3) South Plains College

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 6/24/2013

Sorted: By Preference

Key: CS - Presently serving on board(s)

X - Prior service on board(s)

PCI - Possible Conflict of Interest

T - Temporary

Citizens Traffic Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0412		Campbell	Bill	M	A	C	40-49	Owner/Manager	Valentine's Building Ser	4
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
0504		Lloyd	David	M	A	S	60+	Self-Employed	Software Accounting	5
Second Preference:										
1205		Anderson	Keith	M	A		60+	Retired	Retired	0
1006		Ashley	Kyle	M	A		40-49	CEO	Alliance Federal Credit	4
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
1202		Conn	Jef	M	A		18-29	Commercial Realtor	Coldwell Banker	5
0503		Derr	Richard	M	A	S	40-49	Territory Sales Manager	Redball, L.L.C.	4
0901		Finley	Eric	M	A		30-39	Marketing	University Medical Cent	4
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0509		Hilliard	A. Louis	M	A	C	18-29	Owner - Hub City Aviation	Hub City Aviation	3
1301		Powell	Joseph	M	A		30-39	Insurance	Scott Powell State Farm	5
0712		Willis	Roy	M	A		60+	Store Clerk	United Super Market	5
Third Preference:										
0611		Lee	Hong	M	O		60+	Retired Professor	Retired Professor-TTU	5
0605		Perez	Jody	M	H	S	50-59	Sales	JMP Consultants	4
1204		Ramirez	Rebecca	F	H		30-39	Associate Director	South Plains Communit	3
Fourth Preference:										
Fifth Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
0611		Huerta	Luis	M	H		40-49	Life Insurance Sales	AFLAC	5
1301		Olivarez	Margarita	F	H		40-49	WF Manager	AT&T	6
Sixth Preference:										
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Coope	5
1011		Wiggins	Gary	M	A		60+	Retired		3

Committee #9 Citizens Traffic Commission**Perm./Temp. Board: P***Confidential***Home****Business***Reappt
Elig.***Barrett**
Mr. Danny10508 Fremont
Lubbock TX 79423**(806) 789-1413**

CEL

E-mail dbarrett@pbfc.comPerdue, Brandon, Fielder
1204 Ave R, #200
Lubbock TX 79401**(806) 744-5091****Curr:** 7/1/2011 - 7/1/2014**2nd:** -**1st:** -**Fax:** **(806) 744-9953****Y****Bates**
Mr. Bill1309 13th Street
Lubbock TX 79412
gittyupgo1@suddenlink.net**(806) 763-8791**

CEL

*E-mail***Curr:** 9/27/2012 - 7/1/2015**2nd:** -**1st:** -**Fax:****Y****Holland**
Ms. Paige4510 8th Street
Lubbock TX 79416**(806) 535-1699**

CEL

*E-mail*TTU - Athletics
6th & Red Raider Ave
Lubbock TX 79409**(806) 742-1195****Curr:** 10/25/2012 - 7/1/2013**2nd:** -**1st:** -**Fax:** **(806) 742-1192****Y****Kelley**
Mr. DennisY 5423 70th Street
Lubbock TX 79424Y **(806) 797-7908****(806) 241-1905** CEL*E-mail* dennis.kelley@umchealthsystem.orgUniversity Medical Center
602 Indiana Avenue
Lubbock TX 79415**(806) 775-9995****Curr:** 7/9/2010 - 7/1/2013**2nd:** -**1st:** -**Fax:** **(806) 775-9993****Y****Madison**
Mr. RussellN 6216 110th
Lubbock TX 79424Y **(806) 368-9080****(806) 777-7938** CEL*E-mail* russtu11@gmail.comCalvert Home Health Care, Ltd.
10207 Indiana Ave
Lubbock TX 79423**(806) 747-8972****Curr:** 7/1/2012 - 7/1/2015**2nd:** -**1st:** 7/1/2009 - 7/1/2012**Fax:** **(806) 747-8965****Y****Chair/Pres:** Russell Madison
Vice Chair/V.P.: Tom Nichols
Sec./Treasurer:**Staff Liaison:** Sharmon Owens
Term: 3 Years
Ex-Officio Mbr.: Mayor or Rep.

Officers elected 9/21/05

***** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ******Last Update:** 6/24/2013

Committee #9 Citizens Traffic CommissionPerm./Temp. Board: **P***Confidential***Home****Business***Reappt
Elig.*Curr: 7/1/2012 - 7/1/2015 **N****Nichols** Y 3404 63rd Street
Mr. Tom Lubbock TX 79413

2nd: -

1st: 6/24/2010 - 7/1/2012

Fax:

N (806) 793-3812

CEL

E-mail copstpd@yahoo.com**Ramirez** N 3608 38th Street
Mr. Christopher Lubbock TX 79413

Suddenlink

6013 63rd Street

Lubbock TX 79424

Curr: 7/1/2012 - 7/1/2015 **Y**

2nd: -

1st: -

Fax:

N
N (806) 928-7549

(806) 771-6000

CEL

E-mail christopher.ramirez@suddenlink.net**Torres** Y 2424 27th Street
Mr. Reymundo Lubbock TX 79411

Resthaven

5740 W. 19th Street

Lubbock TX 79407

Curr: 7/1/2011 - 7/1/2014 **Y**

2nd: -

1st: -

Fax: (806) 791-6230

Y
Y (806) 791-6200

CEL

E-mail reymundo.torres@sci-us.com**Williams** Y 220 Redbud Avenue
Mr. Maurice Lubbock TX 79403Curr: 7/26/2012 - 7/1/2014 **Y**

2nd: -

1st: -

Fax:

Y (806) 744-5496

CEL

E-mail

Chair/Pres: Russell Madison
Vice Chair/V.P.: Tom Nichols
Sec./Treasurer:**Staff Liaison:** Sharmon Owens
Term: 3 Years
Ex-Officio Mbr.: Mayor or Rep.

Officers elected 9/21/05

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

Last Update: 6/24/2013

CIVIC LUBBOCK, INC.
BOARD OF DIRECTORS

	<u>Lubbock</u> <u>Population</u>	<u>Lubbock</u> <u>Adult</u> <u>Population</u>	<u>All</u> <u>City</u> <u>Boards</u>	<u>This</u> <u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	72.7% (8)
Hispanic	32.6%	27.6%	10.1%	18.2% (2)
African-American	8.7%	7.4%	10.1%	9.1% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)

GENDER

Male	48.5%	47.0%	75.3%	82.0% (9)
Female	51.5%	53.0%	24.7%	18.0% (2)

GEOGRAPHIC DISTRIBUTION

District 1	16.1%	14.9%	10.1%	27.3% (3)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	9.1% (1)
District 4	17.0%	17.0%	20.6%	54.5% (6)
District 5	16.7%	19.4%	27.5%	9.1% (1)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

To provide general direction of Civic Lubbock, Inc., a non-profit corporation, with authority to make decisions pursuant to the activities of the corporation; activities of the corporation include the fostering and promotion of cultural, educational and entertainment activities at the Lubbock Memorial Civic Center and Municipal Auditorium-Coliseum and managing the beverage concession operations in these facilities.

REQUIREMENT: Members shall be residents of the City of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Caldwell, Don (M,H,0)	60% ¹	Y	Reappoint
Haragan, Donald (M,A,4)	100%	Y	Reappoint
Kelley, Louis (M,AA,4)	70%	Y	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Don Caldwell and Donald Haragan

¹ Board has met 10 times in the past 12 months. Mr. Caldwell attended 6/10 meetings, and all absences were excused by the Chair.

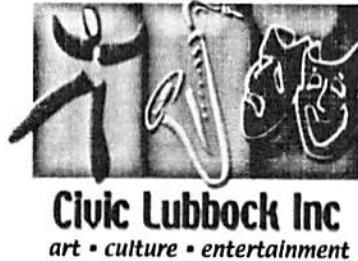
CIVIC LUBBOCK, INC. - CONTINUED

To replace *Louis Kelley*:

Gary Lane (Application Pending)

Kent Meredith (Application Pending)

Gary Lane (Application Pending)



July 9, 2013

Ms. Becky Garza
Mr. Thomas Harris III
Appointments Advisory Board Members
1325 9th Street
Lubbock, TX 79424

Re: Appointments to the Civic Lubbock, Inc. Board of Directors

There are three (3) Civic Lubbock board members whose term expires on August 1, 2013. They are: Don Caldwell, Donald Haragan and Louis Kelley. All three individuals are eligible for reappointment.

Don Caldwell and Donald Haragan have expressed a willingness to be reappointed for another 4 year term and are recommended for reappointment. Louis Kelley, for personal reasons, has declined to be considered for re-appointment.

We are recommending that the following individuals be considered to replace Louis Kelley when his term expires:

1. Kent Meredith, Director of the United Spirit Arena
2. Sammie Prather, former owner of The Electric Ear production company
3. Gary Lane, CPA with Mason, Warner & Company

Each of those recommended above have a certain expertise that would be very beneficial to Civic Lubbock, Inc. and each has expressed an interest in serving on the Board. Any of the three would be a great asset to Civic Lubbock and the Board.

Kent Meredith has many years of experience in the public assembly facility management field and is knowledgeable about the concessions and ticketing components of public venues. Select-a-Seat currently handles the ticketing for all of the non-athletic events at the United Spirit Arena.

Sammie Prather has a background in production, special events and booking talent through the Electric Ear. Sammie is also currently serving as a Council appointee on Civic Lubbock's Museum and Arts Sub-Committee, which is helpful for transitioning onto the Board.

Gary Lane is very familiar with the financial operation of Civic Lubbock, Inc. as he was responsible for conducting Civic Lubbock, Inc.'s annual audit many years ago when Mason Warner & Co. was providing auditing services for the City of Lubbock and Civic Lubbock, Inc.

Thank you for your consideration of the individuals recommended for re-appointment as well as the three people suggested for the slot soon to be vacated by Louis Kelley.

Respectfully,

A handwritten signature in black ink, appearing to read "Mark Bass", written in a cursive style.

Mark Bass
President of Civic Lubbock, Inc. Board of Directors

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 6/24/2013

Sorted: By Preference

Key: CS - Presently serving on board(s)

X - Prior service on board(s)

PCI - Possible Conflict of Interest

T - Temporary

Civic Lubbock Inc.

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

First Preference:

0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
0506		Key	Vicki	F	A	E	40-49	Retired	Retired City employee	1
0411		McDaniel	Dorothy	F	A	C	50-59	Retired		4
1205		Meredith	Kent	M	O			United Spirit Arena	United Spirit Arena	5
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5

Second Preference:

1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
0501		Maunder	Katherina	F	A	NW	50-59	Homemaker	Homemaker	6
1301		Parr	Charles	M	A		40-49	Banker	American National Bank	2
1206		Wagner	Catherine	F	A		60+	Retired		5

Third Preference:

0808		Clary	Sue	F	A		60+	Volunteer		5
1301		Isom	Travis	M	A		18-29	Student Assistant	Tao Real Estate	3
0601		Jackson	Brooke	F	A	S	30-39	Banker/Commercial Lende	American Bank of Com	4
0803		Sosebee	Rick	M	A		50-59	Fire Protection Contractor	Koetter Fire Protection	3
0608		Stephenson	Marion	M	A		40-49	Restaurant / Entertainment	Jake's Sports Bar	5
0612		Walz	Donna	F	A		50-59	Retired	Retired	5

Fourth Preference:

0412		Campbell	Bill	M	A	C	40-49	Owner/Manager	Valentine's Building Ser	4
0710		Ellis-Tanber	Karen	F	A		60+	Retired teacher	Retired teacher	3
1302		Flores	Isaac	M	H		18-29	Section Coordinator	The Office of Communit	6
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
0912		Lynn	Samuel	M	A		40-49	Human Resources Manag	Caprock Home Health S	5
1103		Noonan	Bill	M	A		40-49	Architect	Parkhill, Smith, and Co	4

Fifth Preference:

1206		Duncan	Lynne	F	A		50-59	Community Relations	Wentz Orthodontics	4
1012		Jackson	Mike	M	A		30-39	Commercial Banker	American State Bank	5
1206		Seideman	Jake	M	A		30-39		Hugo Reed & Assoc.	5
0906		Weil	Kelley	F	A		30-39	Senior Vice President, Hu	Plains Capital Bank	5

Sixth Preference:

0809		Edwards	Carries	F	A		18-29	Assistant Professor of Nur	TTUHSC School of Nurs	0
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
0613	X	Pierce	Eric	M	A		30-39	Regional Sales Manager	ELSEVIER	5
1002		Walker	William	M	A		18-29	Student		3

Committee #10 Civic Lubbock Inc.Perm./Temp. Board: **P**

Confidential?

Home**Business**Reappt
Elig.**Bass**
Mr. MarkN 7818 Orlando Avenue
Lubbock TX 79423

N (806) 799-8134

Pennington, Bass & Assoc
3223 S. Loop 289, Ste 230
Lubbock TX 79423

(806) 797-8349

Curr: 8/26/2010 - 8/1/2014 Y
2nd: -
1st: 7/25/2006 - 8/1/2010

Fax: (806) 797-3103

E-mail mbass@penningtonbass.com

CELL

Caldwell
Mr. DonN PO Box 2526
Lubbock TX 79408

N (806) 828-4104

N (806) 790-1011 CELL

Don Caldwell Productions
PO Box 2526
Lubbock TX 79408

(806) 747-7047

Curr: 8/1/2009 - 8/1/2013 Y
2nd: 10/13/2005 - 8/1/2009
1st: -

Fax: (806) 747-5671

E-mail doncaldprod@sbcglobal.net

Gutierrez
Mr. RafaelP.O. Box 5911
Lubbock TX 79408

(713) 205-7260

Curr: 9/27/2010 - 8/1/2014 Y
2nd: -
1st: -

Fax:

E-mail

CELL

Haragan
Dr. DonaldY 6914 Nashville Dr
Lubbock TX 79413

Y (806) 799-3459

Texas Tech University

(806) 742-0031

Curr: 8/1/2009 - 8/1/2013 Y
2nd: -
1st: 12/13/2005 - 8/1/2009

Fax: (806) 742-1805

E-mail don.haragan@ttu.edu

CELL

Kelley
Mr. Louis3112 77th St
Lubbock TX 79423

(806) 745-2483

(806) 535-1156 CELL

Retired

Curr: 8/1/2009 - 8/1/2013 Y
2nd: -
1st: 10/13/2005 - 8/1/2009

Fax:

E-mail

Chair/Pres: Mark Bass
Vice Chair/V.P.: Dr. Donald Haragan
Sec./Treasurer: William Lowell**Staff Liaison:** Freddy Chavez
Term: 4 Years
Ex-Officio Mbr.: N/A

Res 2010-R0293, 2 consecutive 4-year terms, Chair in last term may serve 3rd term. Res. #R-0444, passed 9/21/05 changes by-laws, no. of members.

Hensley 1st term: 10/13/94-8/1/97;

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

Last Update: 6/24/2013

Committee #10 Civic Lubbock Inc.Perm./Temp. Board: **P**

Confidential?

HomeBusinessReappt
Elig.**Lowell**
Mr. WilliamY 3021 22nd St
Lubbock TX 79410Lowell & Co., Inc.
1500 Broadway #1208
Lubbock TX 79401Curr: 8/26/2010 - 8/1/2014 Y
2nd: 8/1/2006 - 8/1/2010
1st: 8/1/2003 - 8/1/2006

Y (806) 797-8687

(806) 747-2644

Fax: (806) 747-2646

CELL

E-mail**Massengale**
Ms. StephanieY 4005 95th Street
Lubbock TX 79423Advanced Graphix
520 23rd Street
Lubbock TX 79404Curr: 12/15/2010 - 8/1/2014 Y
2nd: -
1st: -

N

(806) 744-9998

Fax: (806) 744-2888

N (806) 798-0237

Y (806) 438-6644 CELL

E-mail stephanie@advancedgraphix.n**Mitemeyer**
Ms. Mary BethY 4637 89th St
Lubbock TX 79424Curr: 8/1/2011 - 8/1/2015 N
2nd: -
1st: 8/1/2007 - 8/1/2011

Y (806) 794-4200

Fax:

Y (806) 928-1372 CELL

E-mail**Moreno**
Mr. Eddie3302 Grinnell
Lubbock TX 79415

Ramar Communications

Curr: 8/1/2011 - 8/1/2015 N
2nd: -
1st: 8/1/2007 - 8/1/2011

(806) 762-5654

(806) 748-2416

Fax:

(806) 438-1120 CELL

E-mail**Price**
Mr. Phil4226 97th Place
Lubbock TX 79423Curr: 9/8/2011 - 8/1/2015 Y
2nd: -
1st: -

(806) 794-4288

(806) 763-5033

Fax:

CELL

E-mail**Chair/Pres:** Mark Bass
Vice Chair/V.P.: Dr. Donald Haragan
Sec./Treasurer: William Lowell**Staff Liaison:** Freddy Chavez
Term: 4 Years
Ex-Officio Mbr.: N/A

Res 2010-R0293, 2 consecutive 4-year terms, Chair in last term may serve 3rd term. Res. #R-0444, passed 9/21/05 changes by-laws, no. of members.

Hensley 1st term: 10/13/94-8/1/97;

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

Last Update: 6/24/2013

*Confidential?***Home****Business***Reappt
Elig.***Curr:** **8/1/2011** - **8/1/2015** **Y****Traylor
Dr. Idris****3601 63rd Drive
Lubbock TX 79413****2nd:** -**1st:** -**Fax:****(806) 795-9823****CELL****E-mail**

Chair/Pres: Mark Bass
Vice Chair/V.P.: Dr. Donald Haragan
Sec./Treasurer: William Lowell**Staff Liaison:** Freddy Chavez
Term: 4 Years
Ex-Officio Mbr.: N/A

Res 2010-R0293, 2 consecutive 4-year terms, Chair in last term may serve 3rd term. Res. #R-0444, passed 9/21/05 changes by-laws, no. of members.

Hensley 1st term: 10/13/94-8/1/97;

LUBBOCK WATER ADVISORY COMMISSION

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	100.0% (9)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	88.9% (8)
Female	51.5%	53.0%	24.7%	11.1% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	22.2% (2)
District 4	17.0%	17.0%	20.6%	11.1% (1)
District 5	16.7%	19.4%	27.5%	11.1% (1)
District 6	17.2%	19.9%	19.3%	44.4% (4)
Other/Unknown	0.0%	0.0%	5.1%	11.1% (1)

PURPOSE:

Advisory board assists the City Council in reviewing acquisition and utilization of water resources, conservation, reuse of water resources, operating budgets, facilities and infrastructure needs, regional water needs, water and wastewater rates and fees, long-range water and wastewater planning efforts, and other water and wastewater related matters as designated by the City Council.

REQUIREMENTS: The Commission will consist of nine members, who shall be comprised of: a present or former member of the board of directors of Brazos River Authority; a present or former member of the board of directors of Canadian River Municipal Water Authority; a present or former member of the board of directors of High Plains Underground Water Conservation District #1; a present or former member of the board of directors of Llano Estacado Regional Water Planning Group; and five members-at-large.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Baker, Suzie (F,A,6)	At Large	N/A	N/A	Replace
Collins, James (M,A,4)	CRMWA	100%	Y	Reappoint

PAGE 2 LUBBOCK WATER ADVISORY COMMISSION

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Phillips, Ron (M,A,0)	At Large	100%	Y	Reappoint
Sell, George (M,A,6)	At Large	83%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Suzie Baker, At Large:

Edwin Davis (M,A,5) Parkhill, Smith, & Cooper

To reappoint James Collins, CRMWA; Ron Phillips, At Large; and George Sell, At Large

Sorted: By Preference

Lubbock Water Advisory Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0605		Davis	Edwin	M	A		50-59	Civil Engineer	Parkhill, Smith & Cooper	5
0513	X	Lamb-Vines	Danna	F	A		50-59	Massage Therapist/Person	Blue Moon Massage	3
1204		Putnam	Russell	M	A		60+	Business Consultant	Southwest Financial Gro	6
0612		Whittenbur	Hank	M	A		40-49	Plumber	Whittenburg Plumbing	4
Second Preference:										
1202		Autrey	Brandon	M	A		30-39	Civil Engineer / Business	AMD Engineering	0
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1112		de Riese	Cornelia	F	A		50-59	Physician	Comprehensive Family	3
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0803		Jones	Maine	F	A		18-29	Human Resources Officer	Peoples Bank	5
1204		Newsom	Mikella	F	A		30-39	Vice President, Asst. CFP	City Bank Texas	0
Third Preference:										
0605		Coulter	Murray	M	A	S	60+	Retired Educator	Retired Educator	4
1211		Ogutu	Moses	M	AA		50-59	Physical Therapist Assista		5
Fourth Preference:										
1211		Grimstead	Tricia	F	A		30-39	Apartment Owner	AG Rentals, LTD.	5
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0602		Howard	Dennis	M	A	S	50-59	Retired	Retired	4
1301		Isom	Travis	M	A		18-29	Student Assistant	Tao Real Estate	3
Fifth Preference:										
0511		Kirby	John	M	A		50-59	KTXT-TV	KTXT-TV	5
Sixth Preference:										
0802		Kitten	Randy	M	A	S	40-49	Banker	City Bank	5
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4

Committee #98 Lubbock Water Advisory CommissionPerm./Temp. Board: **P**

Confidential?

Home**Business**Reappt
Elig.

AT-LARGE

Curr: **8/12/2011** - **8/1/2013** **Y****Baker**
Ms. SuzanneY **1802 Aberdeen**
Lubbock TX 79416
Y **baker4984@suddenlink.net**
Y **(806) 796-2588**
Y **(806) 535-2537 CELL****E-mail** **baker4984@sbcglobal.net****2nd:** -
1st: **8/12/2010** - **8/1/2011**
Fax:BRAZOS RIVER
AUTHORITY**Brady**
Mr. ZacharyY **3223 23rd Street**
Lubbock TX 79410Y **(806) 785-1201**
CELL**E-mail** **zach@zsbrady.com****ZS Brady & Co****3409 19th Street**
Lubbock TX 79410**(806) 771-1850**Curr: **8/1/2012** - **8/1/2014** **Y****2nd:** **8/26/2010** - **8/1/2012**
1st: **9/1/2008** - **8/1/2010****Fax:** **(806) 771-3750**

CANADIAN RIVER WATER

Collins
Mr. JamesY **#2 Tuscan Villa Circle**
Lubbock TX 79423Y **(806) 789-3506**
CELL**E-mail** **jcollins@pbfc.com****Perdue, Brandon..****1204 Ave R, Ste 200**
Lubbock TX 79401**(806) 744-5091**Curr: **8/1/2011** - **8/1/2013** **Y****2nd:** **8/1/2009** - **8/1/2011**
1st: **8/1/2007** - **8/1/2009****Fax:** **(806) 744-9953**

HIGH PLAINS WATER

Conkwright
Mr. JamesY **3305 21st St**
Lubbock TX 79410Y
Y
Y **CELL****E-mail** **jimc@hpwd.com****High Plains Water District****2930 Ave Q**
Lubbock TX 79411**(806) 762-0181**Curr: **8/1/2012** - **8/1/2014** **Y****2nd:** **8/26/2010** - **8/1/2012**
1st: **8/1/2008** - **8/1/2010****Fax:** **(806) 762-1834**

AT LARGE

Maunder
Dr. A. BruceY **4511 9th St**
Lubbock TX 79416Y **(806) 799-7018**
CELL**E-mail** **texasgreenbug@aol.com****National Sorghum Producers****4201 N. Interstate 27**
Lubbock TX 79403**(806) 749-3478**Curr: **8/1/2012** - **8/1/2014** **Y****2nd:** **8/1/2010** - **8/1/2012**
1st: **9/1/2008** - **8/1/2010****Fax:** **(806) 749-9002****Chair/Pres:** Jim Collins
Vice Chair/V.P.: George Sell
Sec./Treasurer:**Staff Liaison:** Marsha Reed
Term: 2 Years
Ex-Officio Mbr.:

Per Res 2003-0285, members may serve unlimited terms; Brown's terms 08/03-08/04, 08/04-08/06; James Collins first term 08/2003-08/2005

Conkwright's 08/03-08/2004, 08/04-08/06, 08/08-08/10, 08/10-08/12; 08/01/11-07/31/12 Collins 1st Term as Chair Collins's first term was 08.28.05-08.01.07; Phillips' first 2 terms 08/2003-08/2007

*** **CONFIDENTIAL INFORMATION NOT TO BE RELEASED!!** *****Last Update:** 6/24/2013

Committee #98 Lubbock Water Advisory CommissionPerm./Temp. Board: **P**

Confidential?

Home**Business**Reappt
Elig.

AT-LARGE

Phillips
Mr. RonaldY 119 N Oakridge
Lubbock TX 79416

Y (806) 797-6008

TTU-Ofc of the President
PO Box 42005
Lubbock TX 79409

(806) 742-2121

Curr: 8/1/2011 - 8/1/2013 Y
2nd: 8/1/2009 - 8/1/2011
1st: 8/1/2007 - 8/1/2009

Fax: (806) 742-2138

E-mail ronald.phillips@ttu.edu

CELL

LLANO ESTACADO

Rainwater
Mr. Ken

Y

Y

Y

Y

(806) 789-3597 CELL

Texas Tech University
Box 41023
Lubbock TX 79409

(806) 742-3490

Curr: 8/1/2012 - 8/1/2014 Y
2nd: -
1st: -

Fax: (806) 742-3449

E-mail ken.rainwater@ttu.edu

AT LARGE

Sell
Mr. George4703 16th St
Lubbock TX 79416

(806) 795-4668

Estacado Cattle

(806) 674-1216

Curr: 8/1/2011 - 8/1/2013 Y
2nd: -
1st: -

Fax:

E-mail george.sell16@gmail.com

CELL

AT LARGE

Trejo
Ms. MaggieN 3013 2nd Pl
Lubbock TX 79415
chrb@suddenlinkmail.com

N (806) 762-3243

(806) 763-3877

Curr: 8/1/2012 - 8/1/2014 Y
2nd: -
1st: -

Fax:

E-mail chrb@nts-online.net

CELL

Chair/Pres: Jim Collins
Vice Chair/V.P.: George Sell
Sec./Treasurer:**Staff Liaison:** Marsha Reed
Term: 2 Years
Ex-Officio Mbr.:

Per Res 2003-0285, members may serve unlimited terms; Brown's terms 08/03-08/04, 08/04-08/06; James Collins first term 08/2003-08/2005

Conkwright's 08/03-08/204, 08/04-08/06, 08/08-08/10, 08/10-08/12; 08/01/11-07/31/12 Collins 1st Term as Chair Collins's first term was 08.28.05-08.01.07; Phillips' first 2 terms 08/2003-08/2007

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

Last Update: 6/24/2013

MUSEUM & ARTS STANDING SUB-COMMITTEE

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	73.4%	100.0% (3)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	75.3%	33.0% (1)
Female	51.5%	53.0%	24.7%	67.0% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.1%	33.3% (1)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	0.0% (0)
District 4	17.0%	17.0%	20.6%	0.0% (0)
District 5	16.7%	19.4%	27.5%	33.3% (1)
District 6	17.2%	19.9%	19.3%	33.3% (1)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Composed of four Civic Lubbock Directors and three representatives of the art community appointed by the City Council. Responsibilities include serving as an advisory board for the Silent Wings Museum and serving as an advisory board for the Buddy Holly Center. The President of Civic Lubbock, Inc. Board of Directors or his designee shall serve as an ex-officio member of this committee.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Geraci, Christine (F,A,5)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Christine Geraci:

Kay Davis (Application Pending)

Heather Hocker (Application Pending)

Pat Maines (Application Pending)

Museum & Art Standing Sub-Committee

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1004		Griswold	Mary	F	A		50-59	Activities/Education Director	Redr Frame & Art	4
1206		Scott	Gretchen	F	A		60+	Retired		4
Second Preference:										
0803		Andrus	Amy	F	A	S	40-49	Music Therapist	Amy's Music Therapy S	4
1301		Low	Lisa	F	A		40-49	Director of Communication	Texas Tech Alumni Ass	5
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
1303		Ritter	Christopher	M	A		30-39	Attorney	Lubbock County DA Offi	4
Third Preference:										
1301		De Leon	Esther	F	H		30-39	Library Specialist	Texas Tech University	6
0909		Humphrey	William	M	A		30-39	Director of Environmental	Healthcare Services Gro	3
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0513	X	Lamb-Vines	Danna	F	A		50-59	Massage Therapist/Person	Blue Moon Massage	3
1108		Marshall	Philip	M	A		60+	Professor/Assist. Dean	Texas Tech	6
Fourth Preference:										
1205		Anderson	Keith	M	A		60+	Retired	Retired	0
1306		Bean	Zachary	M	A		18-29	Physician Practice Adminis	Arthritis & Osteoporosis	5
0710		Wierzbza	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
Fifth Preference:										
0613		Arnold	Peter	M	A		40-49	Owner/Landscaper	Arnold Enterprises of Lu	2
0710		Ellis-Tanber	Karen	F	A		60+	Retired teacher	Retired teacher	3
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
1210		Helm	Judy	F	A		40-49	Banker	American Bank of Com	0
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
1007		Looten	Sarah	F	A		18-29	Intake/Marketing Coordinat	Lubbock MHMR	4
Sixth Preference:										
1303		Caffey	Ron	M	A		40-49	Comet Cleaners, Owner	Comet Cleaners	5
0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
0803		Galvan	Toni	F	A	NW	50-59	R.N./Professor, School of	TTUHSC-SON	6
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0612		Walz	Donna	F	A		50-59	Retired	Retired	5

Committee #110 Museum & Art Standing Sub-Committee**Perm./Temp. Board:***Confidential?***Home****Business***Reappt
Elig.***Curr:** **5/1/2013** - **11/1/2014** **Y****Geraci**
Ms. Christine5801 88th Street
Lubbock TX 79424**2nd:** -**1st:** -**Fax:****(806) 368-7551****CELL****E-mail****Curr:** **11/1/2011** - **11/1/2014** **Y****Prather**
Ms. SammieY 4611 18th St
Lubbock TX 79416**2nd:** 7/1/2010 - 11/1/2011**1st:** 11/1/2008 - 7/1/2010**Fax:**Y **(806) 795-4563****CELL****E-mail****Curr:** **11/1/2011** - **11/1/2014** **Y****Simmons**
Mr. LarryMad Beagle
1824 Buddy Holly
Lubbock TX 79401**2nd:** -**1st:** -**Fax:****(806) 441-8564 CELL****E-mail****Chair/Pres:** Murray Hensley**Vice Chair/V.P.:****Sec./Treasurer:****Staff Liaison:** Brooke Witcher**Term:** 3 Years**Ex-Officio Mbr.:** William Lowell

Dr. Bueseller's 1st term 12/01/05-11/01/08

Ms. Prather's 1st term 11/02/05-11/01/08

***** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! *******Last Update:** 6/24/2013



Regular City Council Meeting

6. 9.

Meeting Date: 07/23/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider 15 appointments to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.

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.

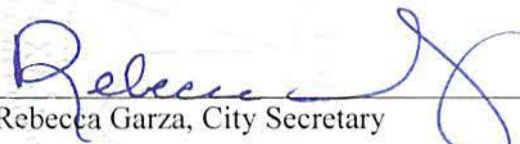
SECTION 9. The Committee shall make its final report to the Lubbock City Council no later than the second regular meeting of the Lubbock City Council in June, 2014.

Passed by the City Council this 13th day of June, 2013.



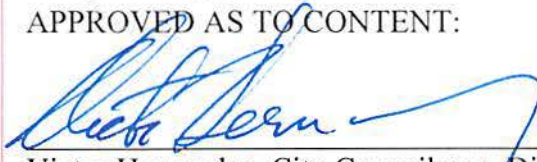
GLEN C. ROBERTSON, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

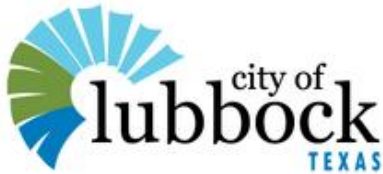


Victor Hernandez, City Councilman, District 1

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney



Regular City Council Meeting

6. 10.

Meeting Date: 07/23/2013

Information

Agenda Item

Board Appointments - City Secretary: Appoint the Chair, or Co-Chairs, to the Citizen Advisory Committee 2014, as per Resolution 2013-R0189.

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.

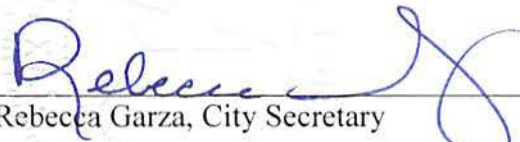
SECTION 9. The Committee shall make its final report to the Lubbock City Council no later than the second regular meeting of the Lubbock City Council in June, 2014.

Passed by the City Council this 13th day of June, 2013.



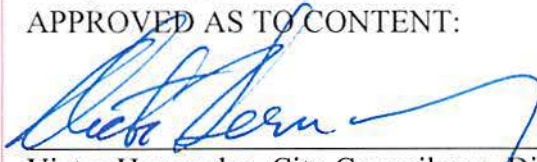
GLEN C. ROBERTSON, MAYOR

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

7. 1.

Meeting Date: 07/23/2013

Information

Agenda Item

Presentation by the Board of Heath Chairman, Brian Carr, presenting the resolution of recommendations to the City Council on oil and gas fracturing in the City limits.

Item Summary

Fiscal Impact

Staff/Board Recommending
