City of Lubbock, Texas
Regular City Council Meeting
Thursday, November 7, 2013

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

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

http://www.mylubbock.us

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

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

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

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

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

1. **Executive Session**

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

1. 1. 1. Discuss proposed amendments to the By-Laws of Market Lubbock, Inc.

1. 1. 2. Discussion on the City's options related to the Statement of Intent to increase rates submitted to the City by Atmos Energy Corporation on or about October 18, 2013.

1. 1. 3. Cause 2011-557,051 - City of Lubbock v. Celia Pruitt.

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 3. 4. City Treasurer

1. 3. 5. Discussion and update on the position of City Manager.

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

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

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

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

1. 5. Hold an executive session in accordance with V.T.C.A. Government Code Section 551.074. to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Electric Utility Board.

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Edward Rivera, Emmanuel Worship Center.

2. 2. Pledges of Allegiance

2. 3. Presentation of a special recognition to Marion Moss for the work they do in providing employment for individuals with disabilities.

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. Maurice Stanley will appear before the City Council to ask the Council members what are their goals for the next six months.

4. **Minutes**

4. 1. July 31, 2013 Special City Council Meeting (Electric Utility Board)
September 17, 2013 Special City Council Meeting (Electric Utility Board)
October 10, 2013 Regular City Council Meeting
October 15, 2013 Special City Council Meeting (Economic Forecast)

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. **Resolution - Finance:** Consider a resolution suspending the Atmos Energy Corporation's proposed effective date for ninety days in connection with the Statement of Intent to increase rates submitted to the City on or about October 18, 2013; requiring the reimbursement of municipal rate case expenses; authorizing participation in related rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

5. 2. **Contract Resolution - Finance:** Consider a resolution authorizing the Mayor to execute contract 11656 a Financial Advisory Agreement with RBC Capital Markets, LLC.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 2 amending the Adopted FY 2013-14 Budget respecting the Grant Fund to accept and appropriate funds from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant.

5. 4. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute contract 11654, an agreement between the City of Lubbock and 2402 9th Street, LLC (Developer), regarding the funding of public improvements in Phase One, Project 92254F of the Project Plan for the North Overton Tax Increment Reinvestment Zone.

5. 5. **Resolution - Finance**: Consider a resolution of the City Council of the City of Lubbock to adopt Guidelines and Criteria for Industrial Tax Abatement agreements in accordance with the Property Redevelopment and Tax Abatement Act.

5. 6. **Resolution - Finance:** Consider a resolution of the City Council of the City of Lubbock to adopt Guidelines and Criteria for Commercial Tax Abatement agreements in accordance with the Property Redevelopment and Tax Abatement Act.

5. 7. **Ordinance 1st Reading - Right-of-Way:** An ordinance abandoning and closing a 10-foot temporary water line easement located in Section 21, Block AK, Lubbock County, Texas, 6209 109th Street.

5. 8. **Ordinance 1st Reading - Right-of-Way:** Consider an ordinance abandoning and closing a electric guy wire easement located in Section 7, Block B, 806 34th Street.

5. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street-use-license with Texland Petroleum, Inc., the right, privilege and license for an oil flow pipeline under East Erskine Avenue (3900 East Erskine).

5. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Phillip Johnson, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 23, Block E.

5. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Stanley W. Stanford, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 23, Block E.

5. 12. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a contract of sale by and between the City of Lubbock and Audrey Sue Daniel for the acquisition of 45.001 acres of surface only out of Section 22, Block JS, for a new wastewater plant site in northwest Lubbock, property located at 4701 N CR 1900.

5. 13. **Contract Resolutions - Fleet Services:** Consider eight resolutions authorizing the Mayor to execute contract 11527 with Dalton's Automotive Repair, contract 11601 with Pinkerton's Garage & Body, contract 11602 with Bolton Oil Company, Ltd., contract 11603 with Crush It, LLC dba Christian Brothers Automotive, contract 11604 with Scott's Complete Car Care, contract 11605 Williams Brake, Tune & Tire, LLC, contract 11606 with Rapid Oil Change, Inc., and contract 11607 with Express Car Care, Inc. for repair and maintenance of City of Lubbock light duty vehicles, ITB 13-11527-TF.

5. 14. **Contract Resolution - Health:** Consider a resolution authorizing the Mayor to execute contract 11626 a Memorandum of Understanding between the City of Lubbock and Managed Care Center for Addictive/Other Disorders, Inc. and any associated documents.

5. 15. **Contract Amendment Resolution - Telecommunication:** Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11523 to the AT&T Master Agreement 201307187603UA for telephone maintenance services, RFP 13-11523-DT.

5. 16. **Contract Resolution - Fire Department**: Consider a resolution authorizing the Mayor to execute amendment 1 to contract 10573 a First Responder Agreement between the Lubbock County Hospital District d/b/a UMC EMS and the Lubbock Fire Department.

5. 17. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2013-O0097 for Zone Case 921-O, a request of Eric Thompson, for Briercroft Center LLC, for a zoning change from C-3 to C-4 on Lot B, less the southeast portion, Briercroft 2nd Addition, 5300 Avenue Q.

5. 18. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2013-O0103 for Zone Case 3201-B, a request of of Kevin Lokey for a zoning change from T to M-1 on 30.502 acres of unplatted land out of Block A, Section 13, 4101 Adrian Street.

5. 19. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2013-2013-O0098 for Zone Case 3210, a request of Jaime DeLaCruz for a zoning change from R-1 to IHC for an addition to an existing tire warehouse on a portion of the northwest 133 feet by 230 feet of Block 23, Suburban Homes Addition, 4301 Interstate 27.

5. 20. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2013-O0104 for Zone Case 3211, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from T to R-1 Specific Use for reduced setbacks on 30.5 acres of unplatted land out of Block AK, Section 21, north of 114th Street and east of Homestead Avenue.

5. 21. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2013-O0100 for Zone Case 3213, a request of Hugo Reed and Associates, Inc., for North Park Lubbock Development, Ltd., for a zoning change from A-2 to IHC for a hotel on 2.7 acres of unplatted land out of Block J-S, Section 1, 3rd Drive and Brentwood Avenue.

5. 22. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2013-O0105 for Zone Case 3214, a request of Hugo Reed and Associates, Inc., for Ford Development Corporation, for a zoning change from T to R-1 Specific Use for reduced setbacks on 75.966 acres of unplatted land out of Block AK, Section 4, east of Quaker Avenue and south of 137th Street.

5. 23. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2013-O0101 for Zone Case 3116-C, a request of Hugo Reed and Associates, Inc., for FP Investors I, LLC, for a zoning change from GO and R-1 Specific Use to A-2 on 11.008 acres of unplatted land out of Block AK, Section 4, west of Indiana Avenue and south of 135th Street.

5. 24. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2013-O0102 for Zone Case 1615-K, a request of Capital Telecom for a zoning change from C-3 Specific Use to C-3 Specific Use for a telecommunications tower on 1,788 square feet of Tract C, South Plains Addition, 5801 West Loop 289.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Finance:** Hold a Public Hearing for the City Council to receive input concerning the adoption of an ordinance to nominate X-Fab Texas, Inc (X-Fab), located at 2301 North University, Lubbock, Texas, as a State designated Enterprise Project.

6. 2. **Ordinance - Finance:** An Ordinance of the City Council of the City of Lubbock amending Ordinance No. 2007-O0116 regarding the City's participation in the Texas Enterprise Zone Program pursuant to Texas Government Code Chapter 2303, by revising the list of Enterprise Zone block groups, expanding the list of incentives, designating a liaison for communication with interested parties and nominating X-Fab Texas, Inc. to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an enterprise project.

6. 3. **Resolution - Finance:** Consider a resolution giving Notice of Intent to enter into a tax abatement agreement with Luma Properties I.

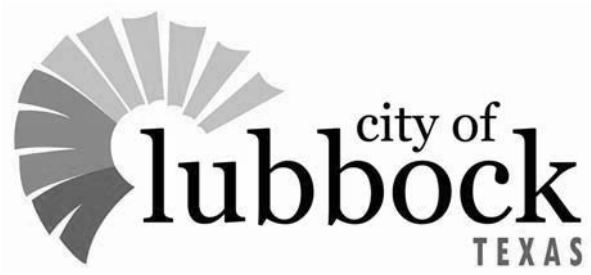
6. 4. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2013-O0104 for Zone Case 3212, a request of Dellas Lee for a zoning change from T to C-4 limited to a greenhouse and C-2A uses on 6 acres of unplatted land out of Block AK, Section 20, 6017, 6019, 6021, 6023, 6025, and 6051 114th Street.

6. 5. **Board Appointments - City Secretary:** Consider five appointments to the Electric Utility Board.

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. Lubbock Power and Light quarterly report.

7. 2. Downtown Master Developer quarterly report.


city of
lubbock
TEXAS

BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, NOVEMBER 7, 2013 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	ELECTRIC UTILITY BOARD	KRING, RODNEY	11.01.13	100%		REAPPOINT	Y
			McDONALD, CARROLL	11.01.13	100%		REAPPOINT	Y
			McDONALD, DWIGHT	11.01.13	N/A		REPLACE	N/A
			McDOUGAL, MARC	11.01.13	82%		REAPPOINT	Y
			MUSSELMAN, RUSSEL	11.01.13	91%		REAPPOINT	Y

*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.

ELECTRIC UTILITY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	77.0% (7)
Hispanic	32.6%	27.6%	10.1%	11.1% (1)
African-American	8.7%	7.4%	10.1%	11.1% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	88.9% (8)
Female	51.5%	53.0%	24.7%	11.1% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	22.2% (2)
District 6	17.2%	19.9%	19.3%	33.3% (3)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Kring, Rodney (M,A,5)	100%	Y	Reappoint
McDonald, Carroll (M,A,1)	100%	Y	Reappoint
McDonald, Dwight (M,AA,4)	N/A	N/A	Replace
McDougal, Marc (M,A,4)	82%	Y	Reappoint
Musselman, Robert (M,A,6)	91%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Did not come before the Board.

EUB RECOMMENDATIONS:

See attached EUB Resolution.

RESOLUTION

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

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

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

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

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

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

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

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

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

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

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

Greg Taylor

Stephanie Hill

James Conwright

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

Passed by the Electric Utility Board this 16th day of October, 2013.

Gail Kring, Chairman

ATTEST:

Robert Musselman, Board Secretary

APPROVED AS TO FORM:

Todd Kimbrough
General Counsel- LP&L

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

Sorted: By Preference

Electric Utility Board-Charter

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

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1212		Conwright	James	M	AA		18-29	Loan Officer	Vista Bank	6
1307		Flores	Gilbert	M	H		60+	County Commissioner	Lubbock County	1
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
1307		Gutierrez	Ysidro	M	H		60+	Retired	Retired	1
1302		Hill	Stephanie	F	AA		50-59	Office Manager	Lubbock Medical	2
1010		Rothwell	Gary	M	A		50-59	Real Estate Investments	Gary Rothwell, Inc.	5
1302		Ruiz	Paul	M	H		50-59	Associate Director	Texas Tech University	3
1109		Russell	Carl	M	A		50-59	Real Estate Developer	Carl M Russell Land &	4
1303		Smith	Peter	M	A		30-39	Banker	Happy State Bank	5
Second Preference:										
1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
1309		Walline	Barbara	F	A			Retired	Retired	2
Third Preference:										
1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0212		Peel	Michael	M	A		40-49	Sales	Benchmark	0
1011		Wiggins	Gary	M	A		60+	Retired		3
Fourth Preference:										
0908		Franklin	Johnny	M	A		50-59	Retired		5
Fifth Preference:										
1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
1211		Grimstead	Tricia	F	A		30-39	Apartment Owner	AG Rentals, LTD.	5
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5
Sixth Preference:										

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

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

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

Created by Charter Amendment-Nov 2004.

Ord 2004-O0152 states no more than 3 two-year terms. Terms served for one year or less do not apply to 3 two-year term limit.

****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***** **Last Update:** 10/8/2013

Committee #105 Electric Utility Board-Charter

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

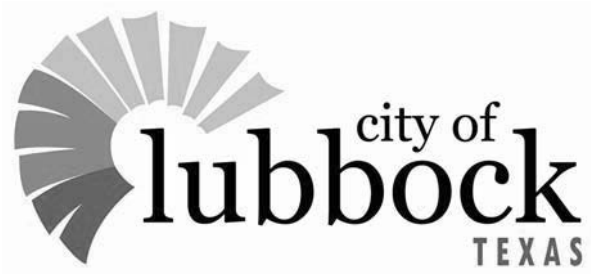
	Confidential	Home	Business		Reappt Elig.
				Curr: 11/1/2011 - 11/1/2013	Y
McDonald	Y	2816 North Meadow Driv		2nd: -	
Mr. Carroll		Lubbock TX 79403		1st: -	
	Y	cmcdonald@nts-online.net		Fax:	
	Y	(806) 762-5011			
	Y	CEL			
E-mail					
			McLaurin & McDonald	Curr: 2/28/2013 - 11/1/2013	Y
McDonald	Y	6120 Lynnhaven Dr.	1401 Crickets Ave	2nd: -	
Mr. Quinton		Lubbock TX 79413	Lubbock TX 79401	1st: -	
	N	dwight.mcdonald@att.net			
	Y	(806) 780-7277	(806) 744-9671	Fax: (806) 741-1124	
	Y	(806) 549-0919 CEL			
E-mail dwight.mcdonald@att.net					
			McDougal Companies	Curr: 11/1/2011 - 11/1/2013	Y
McDougal	Y	4104 109th Street	5001 West Loop 289	2nd: -	
Mr. Marc		Lubbock TX 79424	Lubbock TX 79414	1st: -	
	N				
	Y		(806) 793-0703	Fax:	
	Y	CEL			
E-mail					
				Curr: 11/1/2011 - 11/1/2013	Y
Musselman	N	4616 7th Street		2nd: -	
Mr. Robert		Lubbock TX 79416		1st: -	
	N	rmusselman@xanadoo.com			
	N	(806) 792-8605	(806) 762-3472	Fax: (806) 762-3969	
	Y	CEL			
E-mail					

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

Created by Charter Amendment-Nov 2004.

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****** CONFIDENTIAL INFORMATION NOT TO BE RELEASED!! ***** *Last Update:* 10/8/2013


city of
lubbock
TEXAS

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 31, 2013
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 31st of July, 2013, at Lubbock, Power, & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 2:00 p. m.

2:00 P.M. CITY COUNCIL CONVENED
Lubbock, Power, & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas

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

***Note: Councilman Victor Hernandez arrived at 2:30 p.m.**

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

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

- *1.1; 2 (addressed again following item 4.7); Executive Session; 4.2-4.7; and 2.*
- *Item 4.1 was deleted.*

1. MINUTES

1. 1. Approval of the minutes of the Electric Utility Board meetings on June 18, 2013, and Special Session meetings on June 26, 2013 and July 22, 2013.

Motion by Carroll McDonald, seconded by Emilio Abeyta, to approve the June 18, 2013 Electric Utility Board minutes; the June 26, 2013 EUB Special Session minutes; and the July 22, 2013 Special Session minutes.

Vote: 9 - 0 Motion carried by the board

2. PUBLIC COMMENT - This is a thirty minute period dedicated to citizen comments. Each citizen will have three minutes to speak. All comments must be limited to only those items posted on the Electric Utility Board agenda. Any citizen wishing to speak shall sign up on the citizen comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of citizens wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for citizen comment has not been exhausted, the Electric Utility Board, may, at their discretion open the floor to anyone else wishing to address Electric Utility Board subject to all the same procedures and guidelines.

Mikel Ward, Roger Settler, Jama Maritt (spoke again following item 4.7), Gladys Smith, James McGee, Lana Moore, Chris Winn, and Burley Owen appeared before the Electric Utility Board to speak about LP&L issues.

Motion by Clayton Isom, seconded by Dwight McDonald, to suspend the rules on the public comment period in order to give others a chance to speak.

Vote: 9 - 0 Motion carried by the Board.

Jama Maritt and Payton Craig appeared before the Electric Utility Board to speak about LP&L issues.

3. EXECUTIVE SESSION

The meeting was called into a closed session at 2:42 p.m. under the provisions of Section 551, Texas Government Code. The meeting reconvened into a public session at 4:33 p.m

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

3. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

3. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

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

3. 1. 4. Discuss and the board will take action on matters related to customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

3. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 (1)(A) seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Appeal Case No. 07-12-0438-CV of Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock; Claim No. 13-C-213).

3. 3. Hold an executive session in accordance with V.T.C.A. Government Code, §551.074 (a)(1) to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (Director of Electric Utilities; General Counsel).

4. REGULAR SESSION

4. 1. Update/report by the CEO/Director of Electric Utilities regarding the business office practices and policies and updates on the recent meetings between City staff and LP&L staff regarding shared services.

This item was deleted.

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

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

4. 3. Discuss and the board will take action on recommendations to the City Council regarding the retail electric rates of LP&L pursuant to §2.03.415(a) of the Code of Ordinances of the City of Lubbock, including strategies to enhance and improve customer assistance programs.

Dana Box, LP&L Customer Service Manager; and Steve Comey, Electric Distribution Superintendent, gave comments and answered questions from the Board.

Motion by Carroll McDonald, seconded by Marc McDougal to suspend the $30 fee for a series of three months.

Vote: 9 - 0 Motion carried by the Board.

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

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

4. 5. The board will consider a resolution ratifying the critical business award to Bird Electric for LP&L utility distribution and transmission repair and construction after the June 5, 2013 storm.

Motion by Clayton Isom, seconded by Marc McDougal, to approve the bid as presented.

Vote: 9 - 0 Motion carried by the Board.

4. 6. The board will consider a resolution authorizing the award as a sole source to Online Utility Exchange for service application screening and reporting of bad debt information.

Motion by Clayton Isom, seconded by Emilio Abeyta, to award the bid as presented.

Vote: 9 - 0 Motion carried by the Board.

4. 7. Discuss, deliberate, and the board will take possible action on entering into a professional services agreement for outside legal representation for Lubbock Power & Light.

Motion by Clayton Isom, seconded by Suzanne Blake, to approve the professional services agreement as presented.

Vote: 9 - 0 Motion carried by the Board.

5:50 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 17, 2013
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 17th of September, 2013, at Lubbock, Power, & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 2:00 p. m.

2:00 P.M. CITY COUNCIL CONVENED
Lubbock, Power, & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas

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

Absent: Council Member Latrelle Joy

***Note: Council Member Jim Gerlt left the meeting at 3:30 p.m. Council Member Floyd Price left the meeting at 3:40 p.m.**

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

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

- *1.1; Public Comment (addressed again following Executive Session); Executive Session; 4.1-4.3; 5.1-5.3; and 6.1.*

1. MINUTES

1. 1. Approval of the minutes of the regular Electric Utility Board meeting of August 27, 2013 and Special Electric Utility Board Meeting of September 9, 2013.

Motion by Emilio Abeyta, seconded by George Carpenter, to approve minutes for the August 27, 2013 Regular Electric Utility Board Meeting, and the minutes for the September 9, 2013 Special Electric Utility Board Meeting.

Vote: 7 - 0 Motion carried by the Board.

Other: Carroll McDonald (ABSENT)
Suzanne Blake (ABSENT)

2. **Public Comment** - This is a thirty minute period dedicated to citizen comments. Each citizen will have three minutes to speak. All comments must be limited to only those items posted on the Electric Utility Board agenda. Any citizen wishing to speak shall sign up on the citizen comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of citizens wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for citizen comment has not been exhausted, the Electric Utility Board, may, at its discretion open the floor to anyone else wishing to address Electric Utility Board, subject to all the same procedures and guidelines.

Burley Owen appeared before the Electric Utility Board to speak about issues regarding LP&L.

3. **Executive Session**

***Note: Suzanne Blake arrived at 3:15 p.m.**

The meeting was called into a closed session at 2:02 p.m. under the provisions of Section 551, Texas Government Code. The meeting reconvened into a public session at 4:29 p.m.

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

3. 1. 1. Discuss and deliberate generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling and related agreements.

3. 1. 2. Discuss and deliberate agreements, proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

3. 1. 3. Discuss and the Board will take action on bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies; customer billing, contract, and usage information, electric power pricing proposals, system load characteristics, and electric power marketing analyses, policies, and strategies and related agreements.

3. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Appeal Case No. 07-12-0438-CV of Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock; Claim No. 13-C-213).

4. **Regular Agenda**

4. 1. Update/report by the CEO/Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, staffing and performance.

Gary Zheng, Chief Executive Officer, gave comments and answered questions from the Board.

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

Damian Pantoya, Electric Utilities Financial Director, gave comments and answered questions from the Board.

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

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

5. **Consent Agenda** -- Items 5.1-5.3 are considered to be routine and may be enacted by one motion without separate discussion. If the Electric Utility Board desires to discuss an item, the item is removed from the Consent Agenda and is considered separately.

5. 1. Discuss, and the Board will award a professional service agreement with Enprotec/Hibbs & Todd, Inc. for environmental engineering services.

Dale Stephens, Director of Transmission and Distribution for LP&L; Solomon Fields, Utility Systems Support Manager; and Chris Sims, Director of Communication and Compliance, gave comments and answered questions from the Board.

Motion by George Carpenter, seconded by Marc McDougal, to approve this item as presented.

Vote: 8 - 0 Motion carried by the Board.
Other: Carroll McDonald (ABSENT)

5. 2. Discuss, and the Board will take action and award ITB #7149-13-ELD to HD Power Solutions for LP&L 25kV Gang Operated Air Switches.

Dale Stephens, Director of Transmission and Distribution for LP&L; Solomon Fields, Utility Systems Support Manager; and Chris Sims, Director of Communication and Compliance, gave comments and answered questions from the Board.

Motion by George Carpenter, seconded by Marc McDougal, to approve this item as presented.

Vote : 8 - 0 Motion carried by the Board.
Other: Carroll McDonald (ABSENT)

5. 3. Discuss, and the Board will take action authorizing the award as a sole source to Milestone Utility Services, Inc. for customer self-service portal software and support.

Dale Stephens, Director of Transmission and Distribution for LP&L; Solomon Fields, Utility Systems Support Manager; and Chris Sims, Director of Communication and Compliance, gave comments and answered questions from the Board.

Motion by George Carpenter, seconded by Marc McDougal, to approve this item as presented.

Vote : 8 - 0 Motion carried by the Board.
Other: Carroll McDonald (ABSENT)

6. **Regular Agenda (continued)**

6. 1. Discuss and deliberate LP&L's retail electric utility business practices, procedures, policies, management, governance and operations.

Chris Sims, LP&L Director of Communication and Compliance; Dale Stephens, LP&L Director of Transmission and Distribution; and Soloman Fields, LP&L Utility Systems Support Manager, gave comments and answered questions from the Board. Gail Kring, EUB Chairman, addressed the Board and City Council regarding concerns with LP&L.

4:44 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 10, 2013
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 10th of October, 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; Council Member Jim Gerlt; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Mayor Pro Tem Karen Gibson; Council Member Victor Hernandez

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

- *Executive Session; 2.1-2.4; Citizen Comments (Sign-ups) 3.1; 4.1; 5.1-5.4; 5.14-5.15; 5.17-5.21; 5.23; 5.5-5.13; 5.16; and 5.22.*
- *Item 5.16 was postponed indefinitely.*

1. Executive Session

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

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

1. 1. 1. Concerning Ms. Natisha Young, as next friend to Akeelah Locket, a minor.

1. 1. 2. Cause No. 2012-504,461 Eva Montez vs. City of Lubbock in the 237th District Court of Lubbock County, Texas.

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 Manager

1. 3. 3. City Secretary

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

1. 4. 1. Deliberate the deployment, or specific occasions for implementation of security personnel or devices and/or a security audit, for all departments, boards, officers, employees and elected and appointed officials of the City.

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

2. Proclamations and Presentations

2. 1. Invocation by Pastor Carl Shroyer, Elm Grove Baptist Church.

Pastor Carl Shroyer, Elm Grove Baptist Church, led the invocation.

2. 2. Pledges of Allegiance.

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

2. 3. Presentation of a special recognition to Natalee Olivarez for her heroic act on September 3, 2013.

Council Member Todd R. Klein presented a special recognition to Natalee Olivarez for her heroic act on September 3, 2013 when she rescued a family from a sinking boat. Ms. Olivarez spoke about her disease, Reflex Sympathetic Dystrophy (or RSD), as well as the events that unfolded that day.

2. 4. Presentation of a special recognition to Texas Tech University and AT&T for their "Stop Texting and Driving" campaign.

Council Member Jim Gerlt presented a special recognition to Texas Tech University and AT&T for their "Stop Texting and Driving" campaign. Peyton Craig, with Texas Tech University Student Government Affairs, gave thanks to the Council and spoke about the dangers in texting while driving.

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. Sign-ups:

- Debbie Bartholomew appeared before Council to discuss legal and open records request issues.
- Carol Meek appeared before Council to discuss the cannabis plant, cell phone towers, and smart meters.
- Ysidro Gutierrez appeared before Council to speak about Electric Utility Board (EUB) matters and to speak against the City funding the North and East Lubbock Community Development Corporation.
- Dora Cortez appeared before Council to discuss appointments and selection of EUB members.
- Burley Owen appeared before Council to speak about various EUB issues.
- Maurice Stanley appeared before Council to speak in favor of raising sales tax to help fund City debt.
- Julian Hernandez appeared before Council to discuss the synthetic marijuana ban and his various issues with the City Council.

4. Minutes

4. 1. August 27, 2013 Special City Council Meeting (Electric Utility Board)
September 9, 2013 Special City Council Meeting (Electric Utility Board)
September 10, 2013 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve the August 27, 2013 Special City Council Meeting (EUB) minutes; the September 9, 2013 Special City Council Meeting (EUB) minutes; and the September 10, 2013 Regular City Council Meeting minutes.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
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 Jim Gerlt, seconded by Council Member Todd R. Klein to approve items 5.1-5.4; 5.14-5.15; 5.17-5.21; and 5.23.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 1. Budget Ordinance Amendment - Finance : Ordinance No. 2013-O00095, Amendment 1, amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant; accept and appropriate additional funding from the Texas Division of Emergency Management (TDEM) for the Emergency Management Performance Grant (EMPG); and respecting the Gateway Capital Improvement Program by decreasing the appropriation for Capital Improvement Project 92289 and increasing the appropriation for Capital Improvement Project 92228.

5. 1. 1. Resolution - Emergency Management: Resolution No. 2013-R0328 approving and ratifying the signature of the City Manager for and on behalf of the City of Lubbock contract 11561 a sub-recipient grant agreement (TDEM Grant No. 13TX-EMPG-0944), and any associated documents by and between the City and the Texas Division of Emergency Management.

5. 2. Ordinance Amendment 2nd Reading - Public Works Traffic Engineering : Ordinance No. 2013-O0093 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

5. 3. Ordinance 1st Reading – Right-of-Way : Ordinance No. 2013-O0096 and closing a portion of a 10' water line easement located in Block AK, Section 27.

5. 4. Resolution - Right-of-Way: Resolution No. 2013-R0329 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from BCB Land & Energy, LLC regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 11.

5. 5. Resolution - Right-of-Way: Resolution No. 2013-R0336 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from Bernie Thiel regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section7.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0336.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 6. Resolution - Right-of-Way: Resolution No. 2013-R0337 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from George and Gloria Cervantez, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 7.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0337.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 7. Resolution - Right-of-Way : Resolution No. 2013-R0338 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from Elvira Rodriguez regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 7.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0338.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 8. **Resolution - Right-of-Way** : Resolution No. 2013-R0339 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from J. W. Bell regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0339.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 9. **Resolution - Right-of-Way** : Resolution No. 2013-R0340 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from Jeffrey Dillard regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0340.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 10. **Resolution - Right-of-Way** : Resolution No. 2013-R0341 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from John Michael Hill regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 7.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0341.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 11. **Resolution - Right-of-Way** : Resolution No. 2013-R0342 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from Karen Ann Meers, Individually and as Independent Executrix of the Estate of Jerry Wayne Meers regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 8.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0342.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 12. **Resolution - Right-of-Way** : Resolution No. 2013-R0343 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from PAC Property Investments, Inc., regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 7.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0343.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 13. **Resolution - Right-of-Way:** Resolution No. 2013-R0344 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from Virginia Hayes, acting by and through her lawful Attorney-in-fact, Alta Sue Hayes regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Dedication Deed being out of Block E, Section 12.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0344.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 14. **Contract Resolution - Traffic Engineering:** Resolution No. 2013-R0330 authorizing the Mayor to execute purchase order contract 10009729 with Paradigm Traffic Systems, Inc., for MS Sedco Microwave Detection Systems.

5. 15. **Contract Resolution - Public Works:** Resolution No. 2013-R0331 authorizing the Mayor to execute contract 11455 with South Plains Communications for data radio systems, RFP 13-11455-TL.

5. 16. **Contract Resolution – Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 11465 with SRH Trees, Inc. for the purchase of trees for parks, ITB 13-11465-TL.

This item was postponed indefinitely.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to postpone this item indefinitely.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 17. **Contract Resolution - Community Development:** Resolution No. 2013-R0332 authorizing the Mayor to execute contract 11550 for and on behalf of the City of Lubbock, a Community Development Funding Contract and all related documents between the City and Community Housing Resource Board (CHRB) from the FY 2012-13 HOME Partnership Grant for Operations.

5. 18. **Resolution - Community Development:** Resolution No. 2013-R0333 authorizing the Mayor to execute contract 11551 for and on behalf of the City of Lubbock a Community Development Funding Contract and all related documents between the City of Lubbock and Community Housing Resource Board (CHRB) from the FY 2012-13 HOME Partnership Grant for the Lease Purchase Program.

5. 19. **Contract Resolution - Telecommunications** : Resolution No. 2013-R0334 authorizing the Mayor to execute contract 11408 with CTE Networking for Cabling Services for Data, Voice and Fiber, RFP 13-11408-DT.

5. 20. **Resolution - GIS and Data Services** : Resolution No. 2013-R0335 authorizing the Mayor to execute contract 11559 with the Lubbock Metropolitan Planning Organization (LMPO) for GIS data and services.

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

5. 22. **Resolution - City Secretary:** Resolution No. 2013-R0345 for the City Council to nominate board members to serve as Appraisal District Directors for the Lubbock Central Appraisal District.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0345, reappointing Arlee Jackson, Greg Jones, Brady Goen, LeRoy Montoya, and Bobby McQueen as the Appraisal District Directors for the Lubbock Central Appraisal District.

Vote: 5 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (ABSENT)
Council Member Victor Hernandez (ABSENT)

5. 23. **Board Appointment - City Secretary:** Declare one appointment by the Mayor to the Housing Authority Board of Directors: Charles Jeanette Contee.

6:58 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 15, 2013
11:30 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 15th of October, 2013 at the Overton Hotel & Conference Center, 2322 Mac Davis Lane, Sunset Ballroom, Lubbock, Texas at 11:30 a. m.

11:30 A.M. CITY COUNCIL CONVENED
Overton Hotel & Conference Center, 2322 Mac Davis Lane, Sunset Ballroom, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; Assistant City Attorney Mitch Satterwhite

Absent: Council Member Latrelle Joy; Council Member Todd R. Klein

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

1. Regular Agenda

1. 1. Invocation

Pastor Bobby Dagnel, First Baptist Church, led the invocation.

1. 2. Welcome

Mike McDougal, Chairman of the Lubbock Economic Development Alliance (LEDA) & Market Lubbock, Inc. Board, gave welcome remarks.

1. 3. Year in Review

John Osborne, President and CEO of LEDA and Market Lubbock, Inc., presented an economic review of FY 2012-2013.

1. 4. Keynote Speaker

Marci Rossell, Former Chief Economist for CNBC, spoke about the Economic Forecast for FY 2013-2014.

1. 5. Closing

Mike McDougal, Chairman of LEDA and Market Lubbock, Inc. Board, gave closing remarks.

1:25 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

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

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution suspending the Atmos Energy Corporation's proposed effective date for ninety days in connection with the Statement of Intent to increase rates submitted to the City on or about October 18, 2013; requiring the reimbursement of municipal rate case expenses; authorizing participation in related rate proceedings; authorizing the retention of special counsel; finding that the meeting complies with the open meetings act; making other findings and provisions related to the subject; and declaring an effective date.

Item Summary

On or about October 18, 2013, Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent to increase its revenue by approximately $12.4 million for its "West Texas Division." Atmos' request represents an increase of approximately 6.70% including gas costs and revenue related taxes, or 14.64% exclusive of gas costs and revenue related taxes. These amounts and percentages are measured on a system-wide basis and assume that all the cities in what Atmos calls its "West Texas Division" form a single system.

Historically, Lubbock and its surrounding areas (the "environs") were treated as a separate rate jurisdiction (the "Lubbock Rate Jurisdiction") and rates in Lubbock were based exclusively on costs relevant to the Lubbock Rate Jurisdiction. In Atmos' prior rate proceeding, over the City's objections, the Railroad Commission of Texas approved Atmos' proposal to set rates on a system-wide basis. In other words, the Commission approved Atmos' proposal to base the Lubbock Rate Jurisdiction's rates on Atmos' cost of service for its entire West Texas Division. This issue remains under appeal and is currently pending before the Travis County District Court.

Atmos' proposed rate increase would increase a customer's average monthly bill as follows:

Customer Class	**Percent Increase *EXCLUDING* Cost of Gas**	**Percent Increase *INCLUDING* Cost of Gas**
Residential	22.80%	11.26%
Commercial	6.40%	2.35%
Industrial & Transportation	3.79%	0.92%
Public Authority	88.13%	-1.11%

Atmos' proposal to set rates on a single rate division would increase Atmos' in-city base revenues as follows:

Rate Jurisdiction	**Base Revenue Percentage Increase**
Lubbock Rate Jurisdiction	18.91%
Amarillo Rate Jurisdiction	19.75%
West Texas Cities Rate Jurisdiction	11.94%

Atmos also proposes to consolidate its “Public Authority” and “State Agencies” classes of customers into a single class of customers, and to clarify language addressing its Weather Normalization Adjustment (“WNA”) tariffs, the Franchise Fee Adjustment (“FFA”), and the Tax Adjustment (“TA”) tariffs.

Atmos is not proposing a new Rate Review Mechanism (“RRM”) tariff. The RRM tariff is the procedural mechanism employed by the City and Atmos in prior years that provided for an annual review of the Company’s expenses, revenues, and rate base investment, and allowed annual adjustments (increases or decreases) to Atmos’ rates based on these categories. Atmos also is not proposing a conservation and energy efficiency tariff (“Rider CEE”).

Atmos proposes that its changes in rates take effect November 22, 2013. If the City does not suspend or reject Atmos’ proposed increase before November 22, 2013, Atmos’ rates are deemed approved by operation of law.

REPRESENTATION

The law firm of Herrera & Boyle, PLLC (through Mr. Alfred R. Herrera) has previously represented the City in rate matters involving Atmos, including Atmos’ recent RRM filings, and Atmos’ most recent general rate case and associated appeal. In each case, Herrera & Boyle played a key role in minimizing the increase in rates proposed by Atmos, and retaining Herrera & Boyle provides continuity in review of Atmos’ proposed increase rates.

INTERVENTION AT THE RAILROAD COMMISSION OF TEXAS

Atmos filed its Statement of Intent to raise rates with the City but has not yet filed its rate case with the Railroad Commission of Texas. But if Atmos later initiates either an appeal at the Railroad Commission or submits an application to change rates in the environs (that is, areas outside the city limits), it would be important to participate in those proceedings because the Commission’s decisions could impact rates within the City.

RATE CASE EXPENSES

Cities, by statute, are entitled to recover their reasonable rate case expenses from the utility. Legal counsel and consultants approved by the City will submit monthly invoices to the City that will be forwarded to Atmos for reimbursement. No individual city’s budget is negatively affected.

SUSPENSION

Atmos’ rate-filing package contains a high volume of data. In order to have time to review Atmos’ rate-filing package, Herrera & Boyle recommends that the City suspend Atmos’ proposed effective date for 90 days as provided by the Gas Utility Regulatory Act (GURA). It is a virtual impossibility for the City to set just and reasonable rates without suspending Atmos’ proposed effective date; suspension of Atmos’ proposed effective date will permit the City’s special regulatory counsel and experts an opportunity to perform a more thorough review of Atmos’ application including the opportunity to request additional information as necessary to fully evaluate Atmos’ proposal and determine the most appropriate response. During the suspension period, the City will retain its right to: reject the proposal; settle with Atmos; or (if applicable) dismiss the proposal if it fails to properly invoke the City’s jurisdiction or if Atmos fails to provide adequate notice.

RECOMMENDATION

• Suspend Atmos’ proposed effective date for its proposed change in rates as set forth in Atmos’ Statement of Intent for 90 days.

• That the City retain the law firm of Herrera & Boyle, PLLC to represent the City’s interest in matters related to Atmos’ rate case and to advise the City with regard to Atmos’ application, and that the City intervene in the proceeding before the Railroad Commission of Texas, should such proceedings develop.

The City must take action no later than November 22, 2013. If the City does not take action by November 22, 2013, Atmos’ proposed rates will be deemed approved by operation of law, subject to the City’s right to hold a hearing to address Atmos’ rate application.

Fiscal Impact

No fiscal impact. Rate case expenditures are reimbursed by Atmos Energy.

Staff/Board Recommending

Pamela Moon, Executive Director of Finance

Attachments

Resolution - Atmos

RESOLUTION NO. _____

RESOLUTION BY THE CITY OF LUBBOCK, TEXAS ("CITY") SUSPENDING THE ATMOS ENERGY CORPORATION'S PROPOSED EFFECTIVE DATE FOR NINETY DAYS IN CONNECTION WITH THE STATEMENT OF INTENT TO INCREASE RATES SUBMITTED TO THE CITY ON OR ABOUT OCTOBER 18, 2013; REQUIRING THE REIMBURSEMENT OF MUNICIPAL RATE CASE EXPENSES; AUTHORIZING PARTICIPATION IN RELATED RATE PROCEEDINGS; AUTHORIZING THE RETENTION OF SPECIAL COUNSEL; FINDING THAT THE MEETING COMPLIES WITH THE OPEN MEETINGS ACT; MAKING OTHER FINDINGS AND PROVISIONS RELATED TO THE SUBJECT; AND DECLARING AN EFFECTIVE DATE

WHEREAS, Atmos Energy Corporation ("Atmos" or "Company") filed a Statement of Intent with the City on or about October 18, 2013 to change its rate schedules within the corporate limits of the City; and

WHEREAS, Atmos' proposed increase in revenue would advance Atmos' decision to seek uniform rates throughout its West Texas Division, which it pursued in its previous Statement of Intent by consolidating the Lubbock Rate Jurisdiction, Amarillo Rate Jurisdiction, and the West Texas Cities Rate Jurisdiction into a single rate division that Atmos refers to as the "West Texas Division;" and

WHEREAS, previously Atmos regarded the City of Lubbock as a separate rate division (the "Lubbock Rate Jurisdiction") and calculated rates on that basis; and

WHEREAS, the creation of the consolidated "West Texas Division" remains on appeal before the Courts; and

WHEREAS, Atmos notes that its proposed rates would increase its annual revenue in the Lubbock Rate Jurisdiction, Amarillo Rate Jurisdiction, and in the West Texas Rate Jurisdiction, on a combined basis by approximately $12.4 million, which

represents a base-rate increase exclusive of the cost of gas and related tax revenue of approximately 14.64%; and

WHEREAS, Atmos' proposed rate increase would increase the average monthly bill as follows:

Customer Class	Percent Increase EXCLUDING Cost of Gas	Percent Increase INCLUDING Cost of Gas
Residential	22.80%	11.26%
Commercial	6.40%	2.35%
Industrial & Transportation	3.79%	0.92%
Public Authority	88.13%	-1.11%

and

WHEREAS, the City continues to have concerns with and disputes Atmos' decision to depart from its historical practice of determining rates for the City based on Atmos' specific costs to provide service in the Lubbock Rate Jurisdiction; and

WHEREAS, Atmos' proposal to set rates based on its cost of service for the entire West Texas Division would increase Atmos' in-city revenues as follows:

Rate Jurisdiction	**Base Revenue Percentage Increase**
Lubbock Rate Jurisdiction	18.91%
Amarillo Rate Jurisdiction	19.75%
West Texas Cities Rate Jurisdiction	11.94%

and

WHEREAS, Atmos' proposed public notice reflects a base-revenue increase on a combined basis of 14.64% (that is, for the Lubbock Rate Jurisdiction, the Amarillo Rate Jurisdiction, and the West Texas Cities Rate Jurisdiction combined); and

WHEREAS, under the Gas Utility Regulatory Act ("GURA") §103.021 the City shall require the utility to submit information to the City as necessary to make a reasonable determination of Atmos' rate base, expenses, investment, and rate of return in the City; and

WHEREAS, the City is a regulatory authority under the Gas Utility Regulatory Act ("GURA") and under Chapter 104, §103.001 et seq. of GURA has exclusive original jurisdiction over Atmos' rates, operations, and services within the municipality; and

WHEREAS, Atmos' rate request consists of a voluminous amount of information including Atmos' rate-filing package, exhibits, schedules, and workpapers; and

WHEREAS, Atmos proposed November 22, 2013 as the effective date for its requested increase in rates; and

WHEREAS, it is not possible for the City to complete its review of Atmos' filing by November 22, 2013; and

WHEREAS, the City will need an adequate amount of time to review and evaluate Atmos' rate application to enable the City to investigate and determine whether Atmos has properly invoked the City's rate-setting jurisdiction, including conformance with any and all ordinances relating to a utility's request to increase rates, and if so, ultimately to adopt a final decision as a local regulatory authority with regard to Atmos' requested rate increase; and

WHEREAS, the City will require the assistance of specialized legal counsel and rate experts to review the merits of Atmos' application to increase rates; and

WHEREAS, to the extent Atmos seeks review at the Railroad Commission of Texas of the City's final decision regarding Atmos' statement of intent to change rates, or should Atmos submit a statement of intent to the Railroad Commission to increase rates in the environs of the City, the decision of the Railroad Commission of Texas could have an impact on the rates paid by the City and its citizens who are customers of Atmos and

in order for the City's participation to be meaningful it is important that the City promptly intervene in any such proceeding at the Railroad Commission of Texas.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS THAT:

Section 1. The findings set out in the preamble are in all things approved and incorporated herein as if fully set forth.

Section 2. Atmos' proposed effective date for its proposed increase in rates is hereby **SUSPENDED** for ninety days beyond November 22, 2013.

Section 3. The statutory suspension period may be further extended or its Statement of Intent dismissed if Atmos does not provide adequate data from which the City may make a reasonable determination of Atmos' rate base, expenses, investment, and rate of return in the City, or if Atmos does not provide timely, meaningful, and proper public notice of its request to increase rates and revenue, or if its rate-filing package is otherwise materially deficient.

Section 4. The City authorizes the Special Counsel to intervene on its behalf in proceedings related to Atmos' Statement of Intent before the Railroad Commission of Texas, if any, and related proceedings in courts of law.

Section 5. The City hereby orders Atmos to reimburse the City's rate case expenses as provided in the Gas Utility Regulatory Act and that Atmos shall do so on a monthly basis and within 30 days after submission of the City's invoices for the City's reasonable costs associated with the City's activities related to this rate review or to related proceedings involving Atmos before the City, the Railroad Commission of Texas, or any court of law.

Section 6. Subject to the right to terminate employment at any time, the City retains and authorizes the law firm of Herrera & Boyle, PLLC to act as Special Counsel with

regard to rate proceedings involving Atmos before the City, the Railroad Commission of Texas, or any court of law and to retain such experts as may be reasonably necessary for review of Atmos' rate application subject to approval by the City.

Section 7. The City shall review the invoices of the lawyers and rate experts for reasonableness before submitting the invoices to Atmos for reimbursement.

Section 8. A copy of this resolution shall be sent to Atmos Energy, care of Mr. Jeffrey Foley, Vice President Rates and Regulatory Affairs, Atmos Energy Corporation, 5110 80th Street, Lubbock, Texas 79424; and to Mr. Alfred R. Herrera, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

Section 9. The meeting at which this resolution was approved was in all things conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code, Chapter 551.

Section 10. This resolution shall become effective from and after its passage.

PASSED AND APPROVED this _____ day of _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pamela Moon

Pamela Moon, Executive Director of Finance

APPROVED AS TO FORM:

Alfred Herrera, Utility Counsel

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

Meeting Date: 11/07/2013

Information

Agenda Item

Contract Resolution - Finance: Consider a resolution authorizing the Mayor to execute contract 11656 a Financial Advisory Agreement with RBC Capital Markets, LLC.

Item Summary

Since October 26, 2006, the City has had an agreement with RBC Capital Markets, LLC (RBCCM) for financial advisory services. RBCCM provides services that include:

a) provide advice in the development of the City's long-range financial plan,
b) analyze financing alternatives,
c) recommend a plan for the issuance of obligations,
d) advise on current conditions in the debt market,
e) evaluate and provide recommendations on proposals from investment banking firms,
f) organize and coordinate the financing team,
g) work with counsel, including bond counsel on transactions,
h) assist in the preparation of Preliminary Official Statements and the Official Statements,
i) coordinate competitive and negotiated sales,
j) make recommendations as to the need for credit ratings and coordinate the process,
k) make recommendations, regarding bond insurance, liquidity, and credit enhancements,
l) attend meetings of governing bodies of the City,
m) coordinate bond closings,
n) deliver definitive debt records, and
o) assist arbitrage compliance contractor.

The term of the new agreement is five years; however, the agreement can be terminated by either party with thirty day written notice. The fees are included in the contract and are based on each issue of the obligations. The fee is unchanged from the prior years.

Fiscal Impact

Fees will be included in the closing costs of the debt issuance.

Staff/Board Recommending

Pamela Moon, Executive Director of Finance

Attachments

Resolution & Agreement - RBC Capital

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 Financial Advisory Agreement, by and between the City of Lubbock and RBC Capital Markets, LLC, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pamela Moon
_____
Pamela Moon, Executive Director of Finance

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Agrmt-Capital Markets LLC
October 23, 2013

RBC Capital Markets®

Municipal Finance
200 Crescent Court,
Suite 1500
Dallas, TX 75201
(214) 989-1660 Direct
(214) 989-1650 Fax

November 7, 2013

The Honorable Mayor and City Council
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas 79401

RE: Municipal Advisory Agreement

Ladies and Gentlemen:

1. **Retention of RBC Capital Markets, LLC.** We understand that the City of Lubbock, Texas (the "City" or "you") will have under consideration the issuance of obligations evidencing indebtedness ("Obligations"), either in a single financing or in a series of financings, and that in connection with the issuance of such Obligations you hereby agree to retain RBC Capital Markets, LLC ("RBC CM") as your municipal advisor in accordance with the terms of this municipal advisory agreement ("Agreement"). This Agreement shall apply to all Obligations that may be authorized and/or issued or otherwise created or assumed during the period in which this Agreement is effective. The City agrees that the municipal advisory duties of RBC CM shall apply only to matters pertaining to the issuance of such Obligations and that RBC CM is not acting as your municipal advisor with respect to any other matters absent an explicit written municipal advisory agreement.

2. **Scope of Services.** As municipal advisor, we agree to perform the following services:

   (a) Provide advice in the development of the City's long-range financial plan, as such plans relate to municipal finance matters.

   (b) Analyze the financing alternatives available to the City, taking into account its borrowing capacity, future financing needs, policy considerations, and such other factors as we deem appropriate to consider.

   (c) Recommend a plan for the issuance of Obligations that will include: (1) the type of bonds (current interest, capital appreciation, deferred income, etc.); (2) the date of issue; (3) principal amount; (4) interest structure (fixed or variable); (5) interest payment dates; (6) a schedule of maturities; (7) early redemption options; (8) security provisions; (9) appropriate management fee and takedown; and (10) other matters that we consider appropriate to best serve the City's interests.

   (d) Advise you of current conditions in the relevant debt market, upcoming bond issues, and other general information and economic data which might reasonably be expected to influence interest rates, bidding conditions or timing of issuance.

   (e) Evaluate and provide recommendations on unsolicted proposals from investment banking firms and financial consultants regarding the City's outstanding municipal bond portfolio or on potential municipal bond offerings the City may be considering.

   (f) Organize and coordinate the financing team selected by you. We will recommend and coordinate with qualified paying agents, escrow agents and verification agents, as the particular transaction may require,

each of whom will be retained and compensated by you. In a negotiated offering, we will assist in the preparation of underwriter requests for proposals (upon request by the City) and provide assistance to you for the hiring of the underwriter(s).

(g) Work with counsel on the transaction, including bond counsel whom you retain, who will be recognized municipal bond attorneys, whose fees will be paid by you, and who will prepare the proceedings, provide legal advice concerning the steps necessary to be taken to issue the Obligations, and issue an unqualified opinion (in a form standard for the particular type of financing) approving the legality of the Obligations and (as applicable) tax exemption of the interest paid thereon. In addition, bond counsel will issue an opinion to the effect that the disclosure document does not contain an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements contained therein, in light of the circumstances under which they were made, not misleading. Generally, working with counsel will mean coordinating with the attorneys and assisting in the municipal advisory aspects of preparing appropriate legal proceedings and documents, including documents concerning any required election.

(h) Assist in the City's preparation of the Preliminary Official Statement ("POS") and the Official Statement ("OS") or equivalent document as the particular transaction may require (such as a private placement memorandum).

(i) In connection with a competitive sale, we will:

i. coordinate the preparation of the Official Notice of Sale, the Uniform Bid Form (containing provisions recognized by the municipal securities industry as being consistent with the securities offered for sale) and other such documents which you may request or deem appropriate;

ii. submit all such documents for examination, approval, and certification by appropriate officials, employees, and agents of the City, including bond attorneys;

iii. coordinate delivery of these documents to a list of prospective bidders;

iv. where appropriate, organize investor meetings;

v. coordinate the receipt of bids;

vi. advise as to the best bid, including acceptance or rejection of the best bid;

vii. if a bid is accepted, coordinate the delivery of and payment for the Obligations;

viii. assist in verification of final closing figures;

ix. provide copies of documents to the purchaser of the Obligations in accordance with the terms of the Official Notice of Sale and the Uniform Bid Form.

(j) Make recommendations as to the need for credit rating(s) for the proposed Obligations and, should the City seek a rating, coordinate the process of working with the rating agency or agencies and assist in the preparation of presentations as necessary.

(k) Make recommendations as to obtaining municipal bond insurance, a liquidity facility or other credit enhancement for the Obligations and, should the issuer seek any such credit enhancement, coordinate the process and assist in the preparation of presentations as necessary.

(l) Attend meetings of governing bodies of the City, its staff, representatives or committees as requested.

(m) Coordinate bond closings with financing team including bidder/underwriter, paying agent/registrar, bond counsel, and City staff, including instructions for closing.

(n) After closing, we will deliver to the City and the paying agent(s) definitive debt records, including a schedule of annual debt service requirements on the Obligations.

(o) Assist the City and its arbitrage rebate compliance contractor, as necessary, to enable the completion of arbitrage rebate calculations and required reports.

You acknowledge that advice and recommendations involve professional judgment on our part and that the results cannot be, and are not, guaranteed.

3. **Information to be Provided to RBC CM.** You agree (upon our request) to provide or cause to be provided to us information relating to the City, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by you or on your behalf to us under this Agreement, you agree upon our request to obtain certifications (in a form reasonably satisfactory to us) from appropriate City representatives as to the accuracy of the information and to use your best efforts to obtain certifications (in a form reasonably satisfactory to us) from representatives of parties other than the City. You acknowledge that we are entitled to rely on the accuracy and completeness of all information provided by you or on your behalf.

4. **Official Statement.** You acknowledge that you are responsible for the contents of the POS and OS and will take all reasonable steps to ensure that the governing body of the City has reviewed and approved the content of the POS and OS. You acknowledge that you are subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure. To the extent permissible by law, you agree to indemnify and hold us harmless against any losses, claims, damages or liabilities to which we may become subject under federal or state law or regulation insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon any misleading or alleged misleading statement, or omission or alleged omission to state in the disclosure document a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse us for any legal or other expenses reasonably incurred by us in connection with investigating or defending any such loss, claim, damage, liability or action.

5. **Fees and Expenses.** In connection with the authorization, issuance, and sale of Obligations, you agree that our fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee will become due and payable simultaneously with the delivery of the Obligations to the Purchaser. Our fee does not include and we will be entitled to reimbursement from you for any actual "out-of-pocket" expenses incurred in connection with the provision of our services, including reasonable travel expenses or any other expenses incurred on your behalf. These expenses will be due and payable when presented to the City, which normally will be simultaneously with the delivery of the Obligations to the Purchaser.

6. **Interest Rate Derivatives.** If you decide to consider the use of interest rate derivative products as part of the financing plan for Obligations covered by this Agreement, the Scope of Services above does not include providing advice or services with respect to derivative products.

7. **Other Conditions.** In addition to the terms and obligations herein contained, this Agreement is subject to the following special conditions: None

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

9. **Term of Agreement and Waiver of Sovereign Immunity.** This Agreement shall be for a period of 60 months (the "Term") from its date; however, this Agreement may be terminated by either party upon 30 days written notice. If neither party provides written termination prior to the end of the Term, this Agreement will

automatically renew for another Term. Pursuant to, and only to the extent permitted by, Sections 271.151 – 271.160 of the Texas Local Government Code, you agree and understand that this Agreement is a contract for services and waive any claims you may have that you are immune from suit. Paragraphs 4, 5 and 8 (insofar as they concern indemnity, reimbursable expenses and waiver of sovereign immunity) shall survive any termination of this Agreement.

10. **Insurance:** During the term of this engagement RBC CM shall maintain the insurance coverage outlined below:

    (a) Professional Liability: RBC CM shall obtain and maintain Professional Liability insurance of $1,000,000 per occurrence throughout the term of this contract.

    (b) Workers' Compensation and Employers Liability Insurance: RBC CM shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the auditor shall maintain said coverage through the term of this contract and shall comply with all the provision of Title 5 of the Texas Labor Code to ensure that RBC CM maintains said coverage. Any termination of workers' compensation insurance coverage for the Contractor shall be a material breach of this contract. RBC CM may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, once the Contract is awarded, the policy must include a waiver of subrogation in favor of the City.

    (c) Employer's Liability RBC CM shall obtain and maintain Employer's Liability insurance with limits of at least $500,000 each accident, $500,000 by disease, and $500,000 by disease each employee throughout the term of this contract.

11. **Miscellaneous Provisions.** This Agreement is submitted in duplicate originals. Your acceptance of this Agreement will occur upon the return of one original executed by an authorized City representative, and you hereby represent that the signatory below is so authorized. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter thereof and supersedes any prior understandings or representations. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of you and RBC CM, and no other person. RBC CM may not assign this Agreement without your prior written consent.

RBC CAPITAL MARKETS, LLC

By _____

Name Matthew Boles

Title Managing Director

Date November 7, 2013

ACCEPTANCE

ACCEPTED this 7th day of November, 2013

BY CITY OF LUBBOCK, TEXAS

_____

Glen G. Robertson, Mayor

ATTEST:

_____

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

Pamela Moon, Executive Director of Finance

APPROVED AS TO FORM:

_____

Chad Weaver, Assistant City Attorney

FEE SCHEDULE

In consideration for the services rendered by RBC CM, the City agrees that our fee for each issue of Obligations will be as follows:

Obligation Proceeds More Than	And Not More Than	The Fee Is
$ -0-	$10,000,000	$15,000 plus $1.50 per $1,000
10,000,000	25,000,000	$30,000 plus $1.25 per $1,000 for all over $10,000,000
25,000,000	50,000,000	$48,750 plus $1.15 per $1,000 for all over $25,000,000
50,000,000	No Limit	$77,500 plus $1.00 per $1,000 for all over $50,000,000

The above fee schedule does not include our out-of-pocket expenses (i.e. travel to City, telephone, copying, delivery, postage, or personal presentation to rating agencies) for which RBC CM will be reimbursed. We anticipate all other expenses associated with a debt sale such as Bond Counsel, Paying Agent, rating agency fees, official statement printing, travel expenses incurred for a personal rating presentation and private bond insurance, etc. will be paid directly by the City.

RBC CM will bill the City at Closing for each issue of Obligations a net amount which will include a fee calculated on the above schedule as well as any "out-of-pocket" expenses incurred on behalf of the City.

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

Meeting Date: 11/07/2013

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 2 amending the Adopted FY 2013-14 Budget respecting the Grant Fund to accept and appropriate funds from the Texas Department of Aging and Disability Services (TDADS) pass-through federal funds from the South Plains Association of Governments (SPAG) for the Area Agency on Aging (AAA) – Direct Purchase of Services Grant.

Item Summary

I. Accept and appropriate $101,176 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate $62,549 of program revenue, for a total program budget of $176,773.

The City has contracted with SPAG for the AAA Direct Purchase of Services Program Grant for the past 34 years to provide services for senior citizens through the city's five senior program sites. The City's Senior Program targets any citizen 60 years of age or older to provide a hot meal, transportation, and recreational and social activities.

The FY 2013-14 vendor agreement with SPAG provides reimbursement for meals and transportation service units. Meals are currently supplied by the South Plains Food Bank at a cost of $4.00 per meal. Staff anticipates serving approximately 33,000 meals and approximately 7,088 units of transportation. The grant will reimburse approximately 12,098 eligible meal units at $6.94 per unit for a total of $83,960. The grant will also reimburse approximately 3,015 eligible transportation units at $5.71 for a total of $17,216. The grant totals $101,176.

Monetary donations are accepted from those individuals who utilize meal and transportation services. The recommended donation is $3 per meal for those 60 years of age and over. Those under age 60 are required to pay $5 per meal. The recommended donation for transportation is $1 per one-way trip. The estimated program revenues for FY 2013-14 total $44,316. In addition to that amount, the program will need to utilize $18,233 of program revenues that were earned in prior years. The total amount of program revenues needed for FY 2013-14 total $62,549.

II. Amend the FY 2013-14 Water Fund operating budget in the Water Conservation and Education Department by appropriating $60,000 for the purchase of two vehicles.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 2

Grant Detail Sheet - Parks SPAG Grant

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF AGING AND DISABILITY SERVICES (TDADS) PASS-THROUGH FEDERAL FUNDS FROM THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) FOR THE AREA AGENCY ON AGING (AAA) – DIRECT PURCHASE OF SERVICES GRANT; AND RESPECTING THE WATER ENTERPRISE FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2013-14 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #2) for municipal purposes, as follows:

I. Accept and appropriate $101,176 from TDADS pass-through federal funding from SPAG for the AAA Direct Purchase of Services Grant and appropriate $62,549 of program revenue, for a total program budget of $176,773.

II. Amend the FY 2013-14 Water Fund operating budget in the Water Conservation and Education Department, by appropriating $60,000 for the purchase of two vehicles.

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

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

AND IT IS SO ORDERED

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

Passed by the City Council on second reading this _____ day of _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
November 7, 2013

Administrative Information:

City Assigned Grant Number:	
Grant Name:	Area Agency on Aging - Direct Purchase of Services
Grant Effective Date:	10/01/2013-09/30/2014
Grant Provider/Agency:	South Plains Association of Governments
Grant Award Amount:	$ 101,176
Program Income:	62,549
In-Kind City Grant Match:	13,048

Personnel Information:

# of part-time positions funded w/grant	4

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
PT Transportation Aide	$ 10,920	835	11,755	-
PT Transportation Aide	10,920	835	5,461	6,294
PT Assistant Center Supervisor	10,270	786	6,634	4,422
PT Assistant Center Supervisor	10,270	786	6,634	4,422
Total	$ 42,380	3,242	30,484	15,138

Budget Information:

Project Detail	**Cost**
Compensation	$ 30,484
Professional Services (Meals from Vendor)	146,289
Total Project Amount	$ 176,773

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

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute contract 11654, an agreement between the City of Lubbock and 2402 9th Street, LLC (Developer), regarding the funding of public improvements in Phase One, Project 92254F of the Project Plan for the North Overton Tax Increment Reinvestment Zone.

Item Summary

This agreement is between the City of Lubbock and 2402 9th Street, LLC (Developer) to fund and construct public improvements in the North Overton Tax Increment Finance Reinvestment Zone (TIF). The Project is the construction of a Potbelly Sandwich Shop. With the contract, the City agrees to dedicate and pledge the use of revenue in the Tax Increment Fund to participate in the cost of the public improvements for Phase One, Project 92254F of the Project Plan as recommended by the Board of Directors of the North Overton TIF. This Agreement delineates the division of funding for the public improvements as represented in Exhibit D (TIF participation) and Exhibit E (Developer participation). The total amount of tax increment financing for public improvements shown in Exhibit D is $51,878.

The project is located in Overton Park on Tract 1C-3B, marked on the map in Exhibit A of the contract. The site for this project is located on the south side of Golden Chick, west side of Avenue X, and north side of 9th Street. The intent of the agreement is for the Developer to construct a portion of the public improvements adjacent to the development and be reimbursed by the TIF. The public improvement to be funded from the North Overton TIF is the landscaping in the parkway.

Exhibits C, F, G, H, and I are available for review in the City Secretary's Office.

Fiscal Impact

$747,031 is appropriated in Capital Improvement Project No. 92254, North Overton TIF Public Improvements, with $51,878 available for this purpose.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Potbelly Resolution and Agreement

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Agreement between the City of Lubbock and 2402 9th Street, LLC, regarding the funding of public improvements in Project 92254F of the Project Plan for the North Overton Tax Increment Finance Reinvestment Zone, as amended. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

City Att / Linda: Res- NO TIF Dev.Agrmt- 2402 9th Street,LLC
October 29, 2013

DEVELOPER PARTICIPATION AGREEMENT BETWEEN THE
CITY OF LUBBOCK AND 2402 9th STREET LLC

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This agreement is between the City of Lubbock, a Texas municipal corporation (hereinafter called "City") and 2402 9th Street, LLC (hereinafter called "Developer").

WHEREAS, the City recognizes the importance of its continued role in local economic development; and

WHEREAS, the City, upon receipt of a petition requesting creation of a tax increment financing district from the owners of more than 50 percent of the appraised value of the area, adopted Ordinance No. 2002-O0029, March 14, 2002, establishing the North Overton Tax Increment Financing Reinvestment Zone in accordance with the provisions of the Tax Increment Financing Act, V.T.C.A. Tax Code, Chapter 311 (the "Act"); and

WHEREAS, in accordance with the Act, the Board of Directors of the North Overton Tax Increment Financing Reinvestment Zone has prepared a Project Plan (the "Project Plan") and a Financing Plan (the "Financing Plan"), and the City, in accordance with the Act and after making all findings required by the Act, has adopted an ordinance approving the plans and amendments to these Plans; and

WHEREAS, the Act authorizes the expenditure of funds derived within a reinvestment zone, whether from bond proceeds or other funds, for the payment of expenditures made and monetary obligations incurred by a municipality consistent with the project plan of the reinvestment zone, which expenditures and monetary obligations constitute project costs, as defined in the Act ("Project Costs"); and

WHEREAS, Developer has acquired certain real property situated within the North Overton Tax Increment Financing Reinvestment Zone (the "TIF District") located on Tract 1C-3B, on the northwest corner of 9th Street and Avenue X identified with crosshatching on the map attached hereto and marked "Exhibit A" (the "Project Property"); and

WHEREAS, Developer intends to develop the Project Property for a Potbelly Sandwich Shop (the "Developer's Project"), substantially in accordance with the design which is attached hereto and marked "Exhibit B"; and

WHEREAS, The City, after due and careful consideration, has concluded that the redevelopment of the Project Property as a portion of the TIF District as provided herein and in the Project Plan will further the growth of the City, facilitate the redevelopment of

the entire TIF District, improve the environment of the City, increase the assessed valuation of the real estate situated within the City, foster increased economic activity within the City, increase employment opportunities within the City, upgrade public infrastructure within the TIF District, and otherwise be in the best interests of the City by furthering the health, safety, and welfare of its residents and taxpayers, and that entering into this Agreement is necessary and convenient to implement the Plans and achieve their purposes; and

WHEREAS, the City is desirous of having Developer undertake the Developer's Project in order to serve the needs of the City and in order to produce increased tax revenues for the various taxing units authorized to levy taxes on real property within the TIF District and the City and, in order to stimulate and induce the redevelopment of the TIF District, the City has agreed to participate by dedicating and pledging the use of revenue in the Tax Increment Fund to finance certain Project Costs, all in accordance with the terms and provisions of the Act, with the guidelines set up by the City to be followed in City/Developer participation agreements, and with the terms of this particular Agreement; and

WHEREAS, the Developer desires to have the City participate and the City agrees to participate in the construction of Public Improvements such as street lighting, landscaping, street furniture, and sidewalks;

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements herein, the Parties agree as follows:

ARTICLE I.
RECITALS AND EXHIBITS PART OF AGREEMENT

1.1 The representations, covenants 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, D, E, F, G, H and I attached hereto are incorporated into this Agreement as if fully set forth herein.

ARTICLE II.
DEVELOPMENT PLAN – NORTH OVERTON

2.1 Developer has acquired the project Property situated within the North Overton Tax Increment Financing Reinvestment Zone and intends to develop the property for a Potbelly Sandwich Shop (the "Developer's Project"), in accordance with the map and design which are attached and marked "Exhibits A and B," and in accordance with the Project and

Finance Plans, as amended and adopted by the Board of Directors of the North Overton Tax Increment Financing Reinvestment Zone and by the City Council, which are also attached and marked "Exhibit C"

ARTICLE III.
DEFINITIONS

3.1 "Parkway" is herein defined as any part of the public right-of-way lying between the curb or grade line of any public street and the abutting private property line.

3.2 "Hardscape" is herein defined as the hard surface portion of the landscaping in the parkway such as stone, concrete, brick or other approved surface under the Design Guidelines as set forth in Exhibit F. It is assumed by the parties that hardscape represents fifty per cent (50%) of the total cost of landscaping in the parkway.

3.3 "Softscape" is herein defined as plant materials, ground preparation, pedestrian lighting, street furniture, and trash receptacles. It is assumed by the parties that softscape represents fifty per cent (50%) of the total cost of landscaping in the parkway.

ARTICLE IV.
CITY PARTICIPATION

4.1 In accordance with Phase One, Project 92254F of the Project Plan recommended by the Board of Directors of the North Overton District Tax Increment Finance Reinvestment Zone and approved by the City Council of the City of Lubbock, and in accordance with the City of Lubbock Redevelopment Policies and Tax Increment Finance Policies, the City agrees to dedicate and pledge the use of revenue in the Tax Increment Fund to directly participate in the cost of the Public Improvements as shown in the attached "Exhibit D," entitled "Direct City Participation and TIF Funding, Phase One, Project 92254F.

4.2 This Agreement shall authorize funding only for Phase One, Project 92254F. Participation shall be based on actual construction costs incurred by the City or verified by the City upon application and certification by Developer. In the event that the actual costs of the individual Direct City Participation items are less than the amounts shown in Exhibit D, then the City will utilize the "savings" (in its sole discretion) to increase any other individual Direct City Participation element, if needed to provide

sufficient funding for the Direct City Participation in other project element or elements. City also reserves the right to reallocate the "savings" for projects in a subsequent phase of the Developer's Project. Direct City Participation in Phase One, Project 92254F, shall be limited to the total amount approved by the City Council for Phase One, Project 92254E of the Project Plan, which is $51,878.00.

4.3 The City shall review the Developer's cost estimates in order to deter undue loading of costs, collusion or fraud prior to approval of payment of the Direct City Participation. The City may, at its discretion, pay any increases in the actual cost of a public improvement over its estimated cost, provided funds are available. However, unless the North Overton TIF project and financial plans and this document are amended to so provide, in no case shall the City ever be liable for any amount above and beyond a total of $51,878.00, the agreed payment of the City's share of the public improvements contained herein. Nothing in this Agreement shall be construed to require City to approve reimbursements from any source of City funds other than the Tax Increment Fund. In the event the actual costs of the individual Direct City Participation items are more than the amounts shown in Exhibit D, the City and Developer will meet and negotiate in a good faith attempt to reduce costs and/or to agree to an amendment to this Agreement.

4.4 Increases in the scope of the Developer's Project beyond that contemplated by the plans and budget within this document shall be paid by the party requesting the increase in scope.

4.5 The City anticipates issuing debt to reimburse the Developer and costs advanced by City for project costs authorized pursuant to this Article. The reimbursement will be paid from the proceeds of debt issued by the City.

4.6 City agrees to make available to the Developer for inspection upon request all of its books and records related to the Public Improvements constructed for the Project and to allow Developer access to the Public Improvement site during the construction for the purpose of periodic inspection of the construction work. City agrees, when applicable, to follow the Design Guidelines, including the Landscape Plan attached hereto as Exhibit F.

4.7 City shall provide the Developer upon request copies of contracts denoting costs for engineering services directly related to the final engineering for development of Public Improvement construction plans and specifications.

4.8 For those Public Improvements in the Project constructed by City, City agrees to submit the Public Improvements to competitive sealed bids and

agrees to award the contract to construct the Public Improvements to the lowest responsible bidder.

4.9 City agrees to construct those projects listed in Exhibit D for which the participation is 100% and to reimburse Developer as agreed above for the remaining projects to the extent funds are available in Phase One, Project 92254F of the Project Plan or as shown in Exhibit D. City and Developer may agree to allow Developer to do construction on the City's behalf for certain projects listed in Exhibit D. In order for City to reimburse Developer for construction and material costs for these projects, Developer shall provide proof of completion and proof of payment in a form reasonably acceptable to the City. Procedures for reimbursement from the City are attached as Exhibit H.

4.10 The City and Developer shall cooperate and coordinate their activities with respect to the commencement and construction of the Public Improvements and the Developer's Project so that the commencement and construction of the Public Improvements shall occur at such times as are necessary to meet the construction time requirements of Developer for the Developer's Project. The parties agree to jointly prepare (and update from time to time as necessary) a construction schedule of the Public Improvements in order to help implement the parties' obligations. Such schedule, when completed, (and as updated) shall become Exhibit G to this Agreement.

ARTICLE V.
DEVELOPER OBLIGATIONS

5.1 In accordance with the plans in Exhibit B, as approved or amended by the Planning and Zoning Commission, and in accordance with Phase One, Project 92254F of the Project Plan, as amended and recommended by the Board of Directors of the North Overton Tax Increment Financing Reinvestment Zone and approved by the City Council of the City of Lubbock, the Developer agrees to construct and complete Potbelly Sandwich Shop to be located on Tract 1C-3B, on the northwest corner of 9th Street and Avenue X before _____.

5.2 In accordance with the map and design in Exhibits A and B and in accordance with Phase One, Project 92254F of the Project Plan, as amended and recommended by the Board of Directors of the North Overton Tax Increment Financing Reinvestment Zone and approved by the City Council of the City of Lubbock, the Developer agrees to construct and/or participate in the actual cost of construction of the Public Improvements and in the percentages as shown in the attached "Exhibit

E." Prior to construction the plans and the contract shall be reviewed and approved by the Developer and the City. Developer shall be responsible for construction of the hardscape and the irrigation in the Parkway in accordance with the Design Guidelines, including the Landscape Plan, attached as Exhibit F. It is acknowledged by the parties that the Design Guidelines require oversizing of these improvements in the right-of-way beyond those required elsewhere in the City.

5.3 Developer agrees to make available to the City for inspection at all reasonable times, all of its books and records related to the Public Improvements constructed for the Developer's Project and to allow the City access to the Project during construction for the purpose of periodic inspection of the construction work.

5.4 Developer shall provide City copies of contracts denoting costs for engineering services directly related to the final engineering for development of Public Improvement construction plans and specifications. Only engineering services directly related to final engineering shall be eligible for project cost reimbursement.

5.5 For those Public Improvements in the Project constructed by Developer in which there is Direct City Participation greater than thirty per cent of the total contract price (not including payment by the City for any oversizing of improvements required in the Design Guidelines), Developer agrees to submit the Public Improvements to competitive sealed bids and agrees to award the contract to construct the Public Improvements to the lowest responsible bidder in accordance with state law and city ordinances regarding public bids. On those items where there is Direct City Participation, City reserves the right to do the construction of the Public Improvement with contribution from Developer if it is more economical for the City to build than for Developer to do the construction.

5.6 Developer acknowledges that City will be issuing debt backed by revenue in the Tax Increment Fund to fund the Public Improvements referenced in the Agreement, and Developer therefore agrees that the Developer's Project located on Tract 1C-3B, between 9th Street and Glenna Goodacre Blvd. and between Avenue X and University Avenue shall not be sold or transferred to any entity that does not pay property taxes for this property for a period of twenty years from the date of this Agreement. If, during the 20-year period, the property is sold to an entity that does not pay property taxes, Developer agrees to pay into the Tax Increment Fund a sum equal to the amount of increment that would have been generated by that property over the remainder of the twenty year period at the effective tax rate on the date of the sale.

5.7 Developer shall execute a performance bond for the construction of

improvements to ensure completion of the project as required by Section 212.073 of the Texas Local Government Code.

ARTICLE VI.
FORCE MAJEURE

6.1 It is expressly understood and agreed by the parties to this Agreement that if the substantial completion of the construction of any improvements contemplated hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, governmental restrictions, regulations, or interferences, delays caused by the franchise utilities or their contractors, fire or other casualty, court injunction, necessary condemnation proceedings, acts of the other party, its affiliates/related entities and/or their contractors, or any circumstances which are reasonably beyond the control of the party obligated or permitted under the terms of this Agreement to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated shall be excused from performing during such period of delay, so that the time period applicable to the design or construction requirement shall be extended for a period of time equal to the period the party was delayed.

ARTICLE VII.
TERM

7.1 The term of this agreement shall begin on the date of execution and end upon the earlier of (a) the complete performance of all obligations and conditions precedent by parties to this Agreement; or (b) the expiration of the term of the North Overton Tax Increment Financing Reinvestment Zone; provided however, that the obligations of City to apply increment which has accrued during the term of the North Overton Tax Increment Financing Reinvestment Zone but which is not collected until subsequent to the expiration of the term toward unreimbursed Project Costs pursuant to this Agreement shall survive.

ARTICLE VIII.
INSURANCE

8.1 Developer agrees to obtain or cause its Contractors and/or subcontractors

to obtain comprehensive liability insurance reasonably satisfactory to the City (including workers' compensation or a self-insurance plan in lieu thereof) as set forth in "Exhibit I" which names the City and the Board of Directors for the North Overton Tax Increment Finance District as additional insureds, due to any damage, injury, or death attributed to the Developer or its Contractors or subcontractors while completing the Public Improvements in which there is Direct City Participation.

ARTICLE IX.
INDEMNITY

9.1 Developer agrees to defend, indemnify and hold City, its officers, agents and employees, harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought that may arise out of or be occasioned by Developer's breach of any of the terms or provisions of this Agreement, or by any negligent act or omission of Developer, its officers, agents, associates, employees or subcontractors, in the performance of this Agreement; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the breach of this Agreement or negligence of City, its officers, agents, employees or separate contractors, and in the event of joint and concurrent negligence of both Developer and City, responsibility, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without, however, waiving any governmental immunity available to City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise to any other person or entity.

ARTICLE X.
AUTHORITY TO BIND

10.1 The City represents and warrants to Developer that the City has full constitutional and lawful right, power, and authority, under currently applicable law to execute and deliver and perform the terms and obligations of this Agreement, and all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal valid and binding obligation of the City, is enforceable in accordance with its terms and provisions and does not require the consent of any other governmental authority.

10.2 Developer hereby represents and warrants to the City that Developer 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 an approved by all necessary actions of Developer. Concurrently with Developer's execution of this Agreement, Developer 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 Developer to do so. Accordingly, this Agreement constitutes the legal, valid and binding obligation of Developer, and is enforceable in accordance with its terms and provisions, subject to applicable debtor relief statutes.

ARTICLE XI.
DEFAULT

11.1 A default shall exist if any party fails to perform or observe any material covenant contained in this Agreement, or if the representation provided for in Article X is not true or correct. A party shall immediately notify the defaulting party in writing upon becoming aware of any change in the existence of any condition or event that would constitute a default by the defaulting party, or with the giving of notice or passage of time, or both would constitute a default by defaulting party under this Agreement. Such notice shall specify the nature and the period of existence thereof and what action if any, the notifying party requires with respect to curing the default.

11.2 If a default shall occur and continue, after thirty (30) days written notice to cure default, the non-defaulting party, may, at its option terminate this Agreement or pursue any and all remedies it may be entitled to in accordance with Texas law, without the necessity of further notice to or demand upon the defaulting party.

ARTICLE XII.
FEDERAL FUNDING

12.1 The City represents and warrants to Developer that no federal funds or federally assisted project activities as administered by or under the control of the City are involved in this project at this time. City further agrees that it does not have any intention or plans to participate in the future in any federally assisted project activities in the North Overton Tax Increment Finance Reinvestment Zone.

12.2 Developer represents and warrants to City that Developer has no federal funds involved in this project at this time. Developer further agrees that it

will not in the future participate in any federally assisted project activities in the North Overton Tax Increment Finance Zone.

ARTICLE XIII.
NOTICES

13.1 Any notice required by this Agreement shall be deemed to be properly served if deposited in the U.S. mails by certified letter, return receipt requested, addressed to the recipient at the recipient's address shown below, subject to the right of either part to designate a different address by notice given in the manner just described.

13.2 If intended for City notice shall be sent to:

City Manager
City of Lubbock
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457

13.3 If intended for Developer, notice shall be sent to:

2402 9th Street LLC
Nabeel Dar- Manager
3901 104th Street
Lubbock, Texas 79424

ARTICLE XIV.
VENUE AND GOVERNING LAW

14.1 This Agreement is performable in Lubbock County, Texas, and venue for any action arising out of this Agreement shall be exclusively in Lubbock County.

14.2 This Agreement shall be governed and construed in accordance with the laws of the State of Texas.

ARTICLE XV.

ATTORNEY FEES

15.1 Developer and City expressly agree that in the event of any litigation arising between the parties to this Agreement that each party shall be solely responsible for payment of its attorneys and that in no event shall either party be responsible for the other party's attorney fees regardless of the outcome of the litigation.

ARTICLE XVI.
LEGAL CONSTRUCTION

16.1 In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be considered as if the invalid, illegal or unenforceable provision had never been contained in this Agreement.

ARTICLE XVII.
COUNTERPARTS

17.1 This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and constitute one and the same instrument.

ARTICLE XVIII.
SUCCESSORS AND ASSIGNS

18.1 The terms and conditions of this Agreement are binding upon the successors and assigns of all parties hereto. Provided, however, this Agreement shall not be assigned by Developer without prior City Council approval, which approval shall not be unreasonably withheld or delayed.

ARTICLE XIX.
ENTIRE AGREEMENT

19.1 This Agreement embodies the complete agreement of the parties hereto as it relates to the Public Improvements in Phase One, Project 92254F, superseding all oral or written previous and contemporary agreements between the parties and relating to matters in this Agreement, and except

as otherwise provided herein cannot be modified without written agreement of the parties to be attached to and made a part of this Agreement.

EXECUTED in duplicate and effective as of _____, 2013.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

2402 9th Street LLC

_____
By: Nabeel Dar, Manager

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

Lc: city att/Linda/ Developer Participation Agreement- Potbelly
September 3, 2013

EXHIBIT A

MAP

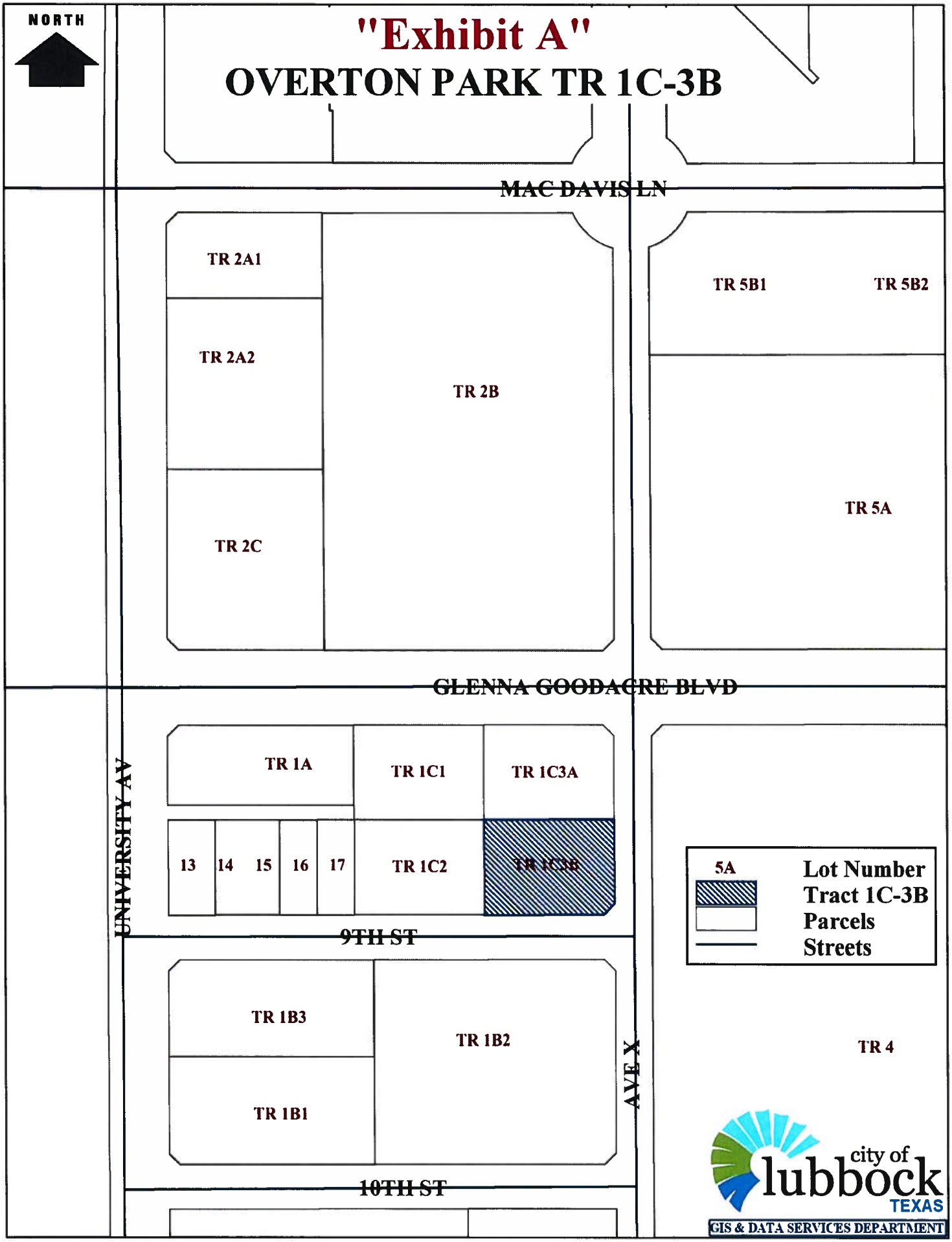
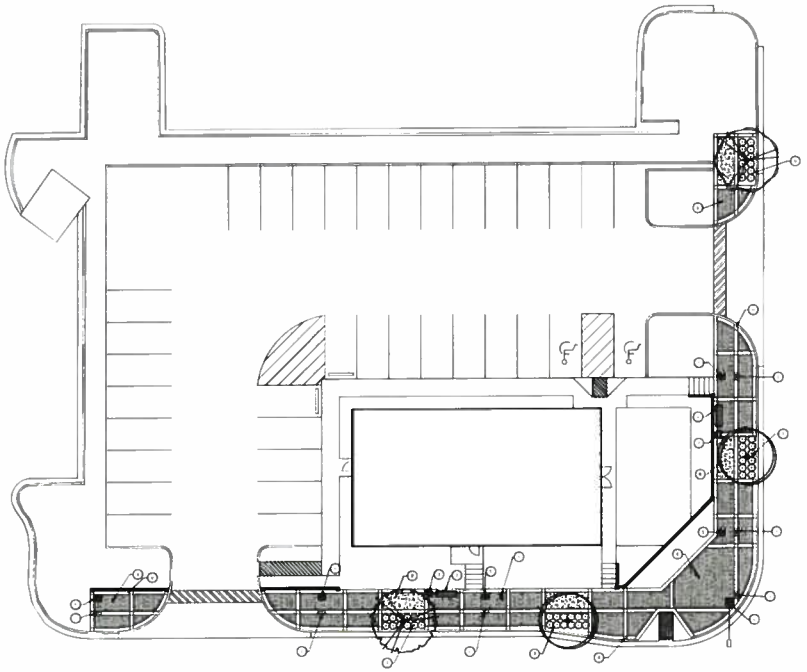

NORTH
"Exhibit A"
OVERTON PARK TR 1C-3B
MAC DAVIS LN
TR 2A1
TR 2A2
TR 2B
TR 2C
TR 5B1
TR 5B2
TR 5A
GLENNA GOODACRE BLVD
UNIVERSITY AV
TR 1A
TR 1C1
TR 1C3A
13
14
15
16
17
TR 1C2
TR 1C3B
9TH ST
TR 1B3
TR 1B2
TR 1B1
AVE X
TR 4
10TH ST
5A
Lot Number
Tract 1C-3B
Parcels
Streets
city of
lubbock
TEXAS
GIS & DATA SERVICES DEPARTMENT

EXHIBIT B

DESIGN



MASTER PLAN

M 1" = 16'

REFERENCE NOTES SCHEDULE

SYMBOL	DESCRIPTION
1	Landscape Forms PI Bike Rack (color to match existing Overton bike racks)
2	Landscape Forms Scarborough Bench, Woven, with back and center arm (color to match existing Overton benches)
3	Landscape Forms Scarborough Litter Receptacle (color to match existing Overton litter receptacles)
4	Pavers (RCB Colonial Overton Park Standard Blend Pavers)
5	Pedestrian Light Pole
6	Street Light
7	Electrical Pull Box
8	Smooth Concrete
9	PE Jones Trail Mix @ 4" Deep

PLANT SCHEDULE

KEY	QTY	COMMON NAME	SIZE

toms
TREE PLACE
5104-34 ST Lubbock, TX 79410
806.799.3677 (V) 806.799.3680 (F)
www.tomstreeplace.com

A LANDSCAPE DESIGN FOR
Potbelly Sandwich Shop
2402 - 9th Street
LUBBOCK, TX. 79401

SEALS

SCALE: 1 = 16'
DRAWN BY: Jason L. Reaves, ASLA
DATE DRAWN: 15 September 2015
REVISION DATE:

This Drawing, Copyright 2012 Tom's Tree Place, Lubbock TX. This Drawing & The Design Contained Hereon Are The Property Of Tom's Tree Place. This Design Can Not Be Used In Whole Or Part Without The Written Consent Of An Authorized Agent Of Tom's Tree Place.

LANDSCAPE PLAN

SHEET NUMBER
LS-1.0

EXHIBIT D
2402 9th Street, LLC
DIRECT CITY PARTICIPATION AND TIF FUNDING
PHASE ONE, PROJECT 92254F

Project	% Participation	Cost Estimate
Landscaping in the Parkway Softscape	100%	$51, 878.00
Total		***$51,878.00***

EXHIBIT E
2402 9th Street, LLC
DEVELOPER PARTICIPATION
PHASE ONE, PROJECT 92254F

Project	% Participation	Cost Estimate
Landscaping in the Parkway Hardscape (concrete, pavers, irrigation)	100%	$51,878.00
Total		***$51,878.00***

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

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution of the City Council of the City of Lubbock to adopt Guidelines and Criteria for Industrial Tax Abatement agreements in accordance with the Property Redevelopment and Tax Abatement Act.

Item Summary

The City of Lubbock must readopt the criteria and guidelines for tax abatement every two years if they wish to continue to participate as required by Chapter 312 of the Tax Code. Below is a summary of the proposed industrial tax abatement guidelines:

General Purpose: To promote high quality development in all parts of the City.

Maximum Term: 10 Years

Eligible Property: Improvements to Real Property and Tangible Personal Property

Non-Eligible Property: Real Property; inventories or supplies; tools; furnishings and other forms of movable personal property; vehicles; aircraft; housing; boats; hotel accommodations; motel accommodations; retail businesses; property owned by the State of Texas or any State agency; and, property owned or leased by a member of the affected Jurisdiction that did not have an active tax abatement in place before they became a member of the governing body or commission.

Types of Companies: Advanced Technologies and Manufacturing; Manufacturing; Research and Development; Medical Services (as defined in Section II Definitions); Warehouse/Distribution; Corporate Headquarters of a Regional/National Service Center; Information and Data Centers; or, the project is not included as a target industry, but has the potential of generating additional significant economic development opportunities to Lubbock.

Location: Allow industrial tax abatement anywhere within the jurisdiction in a reinvestment zone.

Other Eligibility Requirements: To qualify for industrial tax abatement, a company must modernize or expand an existing facility or construct a new facility and be a producer, manufacturer or distributor of goods and services of which 50% or more are distributed outside of Lubbock County.

Investment/Job Criteria:
a) The project will add at least $1 million in real property improvements, or $2 million in new personal property, or 25 new permanent jobs if the facility is a new company to Lubbock.
b) The project will add at least $500,000 in real property improvements, or $1 million in new personal property, or 15 new permanent jobs if the facility is an existing company.

Qualifiers: Approving the guidelines does not obligate the jurisdiction to provide tax abatement to any applicant.

Variances: The City Council can vary any of the requirements not required by statute, with a three-quarter vote.

The proposed changes for the Industrial guidelines include:

1. Require that at least 90% of the entire project be completed in order to begin the tax abatement.
2. Confirmation of job retention will require the company to provide the City with a copy of the 4th quarter employment report filed with the State for the audit year, and if the 4th quarter employment does not meet the requirements, allows the City to request the other three quarterly reports filed for the audit year.

If approved, the effective date of the Industrial Tax Abatement guidelines will be November 7, 2013.

Fiscal Impact

Tax abatement guidelines do not have a fiscal impact.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Reso - Industrial Tax Abatement Guidelines 11-7-13

RESOLUTION

WHEREAS, in November of 2011, the City of Lubbock approved uniform guidelines and criteria for tax abatement for industrial projects within the City of Lubbock; and

WHEREAS, state law requires that the guidelines and criteria approved must be re-adopted every two years, and the City of Lubbock desires to approve new guidelines for industrial tax abatement; **NOW THEREFORE:**

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

THAT the City Council of the City of Lubbock hereby approves and adopts "Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock", which guidelines and criteria are attached as Exhibit "A" and are made a part hereof for all intents and purposes. These guidelines shall become effective upon expiration of the previously approved guidelines.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

Linda Chamales
Linda Chamales,
Economic Development Attorney

Lc: city att/Linda/Resolutions/Res-Tax AbatementIndustrialGuidelines-2013
October 23, 2013

Exhibit "A"
City of Lubbock, TX
Guidelines and Criteria Governing Tax Abatement For Industrial Projects In The City of Lubbock

SECTION I. General Purpose:

The City of Lubbock (City) is committed to the promotion of high quality development in all parts of the City of Lubbock, Texas; and to an ongoing improvement in the quality of life for the citizens residing within the City. The City recognizes that these objectives are generally served by enhancement and expansion of the local economy. The City will, on a case by case basis, give consideration to providing tax abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development within the City. It is the policy of the City that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Tax Code.

Nothing contained herein shall imply, suggest or be understood to mean THAT the City is under any obligation to provide tax abatement to any applicant and attention is called to V.T.C.A., Tax Code, Section 312.002(d). With the above rights reserved all applications for tax abatement will be considered on a case by case basis.

SECTION II. Definitions:

As used within these guidelines and criteria, the following words or phrases shall have the following meaning:

1. **Abatement of Taxes**: To exempt from ad valorem taxation all or part of the value of certain Improvements placed on land located in a Reinvestment Zone designated for economic development purposes as of the date specified in the Tax Abatement Agreement for a period of time not to exceed ten (10) years.

2. **Abatement Agreement:** (1) A contract between a property owner and the City for the abatement of taxes on qualified property located within a Reinvestment Zone; or, (2) a contract for the abatement of taxes between the City and a certified air carrier who owns or leases Real Property located within the Reinvestment Zone or Personal Property or both as authorized by V.T.C.A., Tax Code, Section 312.204(e)

3. **Advanced Technologies:** advanced manufacturing which requires higher skills and results in higher wages and investment.

4. **Base Year Value**: The assessed value of property eligible for tax abatement as of January 1 preceding the execution of an Abatement Agreement as herein defined.

5. **Distribution Center Facility**: A building or structure including Tangible Personal Property used or to be used primarily to receive, store, service or distribute goods or materials.

6. **Expansion of Existing Facilities or Structures**: The addition of buildings, structures, machinery or equipment to a Facility.

7. **Existing Facility or Structure**: A facility as of the date of execution of the Tax Abatement Agreement, located in or on Real Property eligible for tax abatement.

8. **Facility**: The improvements made to Real Property eligible for tax abatement and including the building or structure erected on such Real Property and/or any Tangible Personal Property to be located in or on such property.

9. **Information and Data Center**: Facility used to house computer systems and associated components, such as telecommunications and storage systems. The main purpose of the facility is running applications that handle the core business and operational data of organizations, off-site backups and other informational operations.

10. **Improvements to Real Property or Improvements**: Shall mean the construction, addition to, structural upgrading of, replacement of, or completion of any facility located upon, or to be located upon, Real Property, as herein defined, or any Tangible Personal Property placed in or on said Real Property.

11. **Manufacturing Facility**: A Facility which is or will be used for the primary purpose of the production of goods or materials or the processing or change of goods or materials to a finished product.

12. **Medical Services**: Facilities such as hospitals, specialty hospitals and other like facilities that are classified under North American Industrial Classification System Code 622.

13. **Modernization/Renovation of Existing Facilities**: The replacement or upgrading of existing facilities.

14. **New Facility**: The construction of a Facility on previously undeveloped Real Property eligible for tax abatement.

15. **New Permanent Job**: A new employment position created by a business that has provided employment to an employee of at least 1,820 hours annually and intended to be an employment position that exists during the life of the abatement.

16. **Other Basic Industry**: A Facility other than a distribution center facility, a research facility, a regional service facility or a manufacturing facility which produces goods or services or which creates new or expanded job opportunities and services a market of which 50% of revenues come from outside of Lubbock County, Texas.

17. **Owner:** The record title owner of Real Property or the legal owner of Tangible Personal Property. In the case of land leased from the City or buildings leased from a private party or tax exempt property, the lessee shall be deemed the owner of such leased property together with all improvements and Tangible Personal Property located thereon.

18. **Productive Life**: The number of years a Facility is expected to be in service.

19. **Real Property**: Land on which improvements are to be made or fixtures placed.

20. **Regional Services Facility**: A Facility, the primary purpose of which is to service or repair goods or materials and which creates job opportunities within the affected jurisdictions.

21. **Reinvestment Zone**: Real Property designated as a Reinvestment Zone under the provisions of V.T.C.A., Tax Code, Section 312.202.

22. **Research Facility**: A Facility used or to be used primarily for research or experimentation to improve or develop new goods and/or services or to improve or develop the production process for such goods and/or services.

23. **Tangible Personal Property**: Any Personal Property, not otherwise defined herein and which is necessary for the proper operation of any type of Facility.

SECTION III. Intent of Criteria and Guidelines:

The Intent of the criteria and guidelines, as herein set forth, is to establish the minimum standards which an applicant for tax abatement must meet in order to be considered for such status by the City.

SECTION IV. Criteria and Guidelines for Tax Abatement:

Any type of Facility will be eligible for tax abatement consideration provided such Facility meets the following guidelines and criteria:

1. To qualify for Tax Abatement, the company must meet **both** of the following criteria:

    a) The modernization or expansion of an existing facility of any type as herein defined **or** construction of a new facility of any type as herein defined.

    b) Producer, manufacturer or distributor of goods and services of which 50 percent or more are distributed outside of Lubbock County.

2. In addition to the aforementioned, the City will consider abatement only if the company meets **one of the following criteria:**

    a) One of the following target industries:

        i) Advanced Technologies and Manufacturing

        ii) Value-added Agricultural Production including Food Processing and Machinery

        iii) Research and Development

        iv) Medical Services (as defined in Section II Definitions)

        v) Warehouse/Distribution

        vi) Corporate Headquarters of a Regional/National Service Center

        vii) Information and Data Centers

    b) The project is not included as a target industry, but has the potential of generating additional, significant economic development opportunities to Lubbock.

3. The company must meet one of the following criteria:

    a) The project will add at least $1 million in Real Property improvements, **or** $2 million in new Personal Property, **or** 25 new permanent jobs if the facility is a **new company to Lubbock.**

    b) The project will add at least $500,000 in Real Property improvements, **or** $1 million in new Personal Property, **or** 15 new permanent jobs if the facility is **an existing company**.

4. New or existing facilities of any type herein defined, located in a Reinvestment Zone or upon Real Property eligible for such status will be eligible for consideration for tax abatement status provided that all other criteria and guidelines are satisfied.

5. Improvements to Real Property are eligible for tax abatement status.

6. The following types of Property shall be ineligible for tax abatement status and shall be fully taxed:

    a) Real Property;

    b) inventories or supplies;

    c) tools;

    d) furnishings and other forms of movable personal property;

    e) vehicles;

    f) aircraft;

    g) housing (single family and multi-family);

    h) boats;

    i) hotel accommodations;

    j) motel accommodations;

    k) retail businesses;

    l) property owned by the State of Texas or any State agency; and,

    m) property owned or leased by a member of the City that did not have an active tax abatement in place before they became a member of the governing body or commission.

7. In order for a Facility to qualify for abatement, the following conditions must apply:

    a) The owner or leaseholder of Real Property must make eligible improvements to the real property; and,

    b) In the case of lessees, the leaseholder must have a lease commitment of at least five (5) years.

8. In Reinvestment Zones, the amount and term of abatement shall be determined on a case by case basis, however, in no event shall taxes be abated for a term in excess of ten (10) years. The amount of the taxable value of improvements to be abated and the term of the abatement shall be determined by the City in all cases where the property for which tax abatement is applied for is within the City limits of the City or by the County of Lubbock in all cases where the property for which tax abatement is applied for is outside of the City limits of a municipality, but within the County of Lubbock, except that a Reinvestment Zone that is a State Enterprise Zone is designated for the same period as a State Enterprise Zone as

provided by Chapter 2303, Government Code. The authority of all other taxing units shall be as set forth in V.T.C.A., Tax Code, Section 312.206.

In Enterprise Zones, the governing body of each taxing jurisdiction may execute a written agreement with the owner of the property. The agreement may, but is not required to, contain terms that are identical to those contained in the agreement with the municipality, county, or both, whichever applies, and the only terms for the agreement that may vary are the portion of the property that is to be exempt from taxation under the agreement and the duration of the agreement.

9. No property shall be eligible for tax abatement unless such property is located in a Reinvestment Zone in accordance with V.T.C.A., Tax Code, Section 312.202 and the tax abatement application is filed with the City before construction begins.

10. Notwithstanding any of the requirements set forth in Section IV(3), the Lubbock City Council upon the affirmative vote of a three-fourths (3/4) of its members may vary any of the above requirements when variation is demonstrated by the applicant for tax abatement that variation is in the best interest of the City to do so and will enhance the economic development of the City. By way of example only and not by limitation the Lubbock City Council may consider the following or similar terms in determining whether a variance shall be granted:

    a) That the increase in productivity of the Facility will be substantial and hence directly benefit the economy.

    b) That the increase of goods or services produced by the Facility will be substantial and directly benefit the economy.

    c) That the employment maintained at the Facility will be increased.

    d) That the waiver of the requirement will contribute and provide for the retention of existing jobs within the City.

    e) Any other evidence tending to show a direct economic benefit to the City.

11. Taxability:

    a) The portion of the value of improvements to be abated shall be abated in accordance with the terms and provisions of a Tax Abatement Agreement executed between the City and the owner of the Real Property and/or Tangible Personal Property, (which agreement shall be) in accord with the provisions of V.T.C.A., Tax Code, Section 312.205.

    b) All ineligible property, if otherwise taxable as herein described, shall be fully taxed.

12. The Lubbock City Council shall have total discretion as to whether tax abatement is to be granted. Such discretion, as herein retained, shall be exercised on a case by case basis. The adoption of these guidelines and criteria by the Lubbock City Council does not:

    a) Limit the discretion of the Lubbock City Council to decide whether to enter into a specific Tax Abatement Agreement;

    b) Limit the discretion of the Lubbock City Council to delegate to its employees the authority to determine whether or not the Lubbock City Council should consider a particular application or request for tax abatement; or,

c) Create any property, contract, or other legal right in any person to have the Lubbock City Council consider or grant a specific application or request for tax abatement.

13. The burden to demonstrate that an application for tax abatement should be granted shall be upon the applicant. The City shall have full authority to request any additional information from the applicant that the Lubbock City Council deems necessary to assist it in considering such application.

SECTION V. Criteria and Guidelines for Creation of Reinvestment Zone:

1. No Property shall be eligible for tax abatement unless such property is located in a Reinvestment Zone designated as such in accordance with V.T.C.A., Tax Code, Section 312.202. To be designated as a Reinvestment Zone an area must meet one of the following:

   a) Substantially arrest or impair the sound growth of the municipality or county creating the zone, retard the provision of housing accommodations, or constitute an economic or social liability and be a menace to the public health, safety, morals, or welfare in its present condition and use because of the presence of:

      1. a substantial number of substandard, slum, deteriorated, or deteriorating structures;

      2. the predominance of defective or inadequate sidewalks or streets;

      3. faulty size, adequacy, accessibility or usefulness of lots;

      4. unsanitary or unsafe conditions;

      5. the deterioration of site or other improvements;

      6. tax or special assessment delinquency exceeding the fair value of the land;

      7. defective or unusual conditions of title;

      8. conditions that endanger life or property by fire or other cause; or,

      9. any combination of these factors;

   b) Be predominantly open and, because of obsolete platting, deterioration of structures or site improvements, or other factors, substantially impair or arrest the sound growth of the municipality;

   c) Be in a federally assisted new community located in a home rule municipality or in an area immediately adjacent to a federally assisted new community located in a home rule municipality;

   d) Be located entirely in an area that meets the requirements for federal assistance under Section 119 of the Housing and Community Development Act of 1974 (42 U.S.C. Section 5318);

   e) Encompass signs, billboards, or other outdoor advertising structures designated by the governing body of the municipality for relocation, reconstruction, or removal for the

purpose of enhancing the physical environment of the municipality, which the legislature declares to be a public purpose; or,

f) Be reasonably likely as a result of the designation to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property and that would contribute to the economic development of the municipality.

2. For purposes of this Section, federally assisted new community is a federally assisted area:

   a) That has received or will receive assistance in the form of loan guarantees under Title X of the National Housing Act (12 U.S.C., Section 1749aa et seq); and,

   b) A portion of which has received grants under Section 107 (a)(1) of the Housing and Community Development Act of 1974, as amended.

3. The Lubbock City Council, as required by Section 312.201, shall hold a public hearing on the designation of an area within its jurisdiction as a Reinvestment Zone. The burden shall be on the owner of the property sought to be included in the zone or applicant for the creation of the Reinvestment Zone to establish the following:

   a) That the requirements of Subsection 1 of this Section have been met.

   b) That the improvements sought are feasible and practical.

4. No later than the seventh day before the date set for the above public hearing notice of such hearing shall be:

   a) Published in a newspaper having general circulation in the City.

   b) Delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries Real Property that is to be included in the Reinvestment Zone.

5. At the public hearing above described in Section 3 above, any interested person is entitled to speak and present evidence for or against the designation of such Reinvestment Zone.

6. At the conclusion of the hearing described in Section 3 above, the Lubbock City Council shall enter its findings as follows:

   a) That the applicant or owner has or has not met his burden as hereinabove set forth, and/or,

   b) That the improvements sought are or are not feasible and practical.

   c) That the proposed improvements sought will or will not be a benefit to the land to be included in the Reinvestment Zone and to the City after the expiration of an agreement entered into under V.T.C.A., Tax Code, Section 312.204.

7. An application for the creation of a Reinvestment Zone shall not be granted unless the City enters affirmative findings to Subsections a, b, and c of Section 6 above set forth.

8. At the conclusion of the public hearing herein required and upon the affirmative finding of the Lubbock City Council as required by Section 7 above set forth, the governing body may designate a Reinvestment Zone in accordance with the provisions of V.T.C.A., Tax Code, Sections 312.201.

9. The designation of a Reinvestment Zone expires five years after the date of the designation and may be renewed for periods not to exceed five years, except that a Reinvestment Zone that is a State Enterprise Zone is designated for the same period as a State Enterprise Zone as provided by Chapter 2303, Government Code. The expiration of the designation does not affect an existing Tax Abatement Agreement made in accordance with V.T.C.A., Tax Code, Section 312.201 through Section 312.209.

10. Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code, constitutes designation of the area as a Reinvestment Zone under Subchapter B of the Property Redevelopment and Tax Abatement Act without further hearing or other procedural requirements other than those provided by the Texas Enterprise Zone Act, Chapter 2303, Subchapter C, Texas Government Code.

SECTION VI. <u>Tax Abatement Agreement</u>:

1. After the creation of a Reinvestment Zone as hereinabove authorized a Tax Abatement Agreement may be executed between the owner and City. A Tax Abatement Agreement shall:

   a) Establish and set forth the Base Year assessed value of the property for which tax abatement is sought.

   b) Provide that the taxes paid on the base year assessed value shall not be abated as a result of the execution of said Tax Abatement Agreement.

   c) Provide that ineligible property as subscribed in Section IV(6) hereinabove shall be fully taxed.

   d) Provide for the exemption of improvements in each year covered by the agreement only to the extent the value of such improvements for each such year exceeds the value for the year in which the agreement is executed.

   e) Fully describe and list the kind, number and location of all proposed improvements to be made in or on the Real Property.

   f) Set forth the estimated value of all improvements to be made in or on the Real Property.

   g) Clearly provide that tax abatement shall be granted only to the extent:

      1. The improvements to Real Property increase the value of the Real Property for the year in which the Tax Abatement Agreement is executed; and,

      2. That the Tangible Personal Property improvements to Real Property were not located on the Real Property prior to the execution of the Tax Abatement Agreement.

h) Provide for the portion of the value of the improvements to Real Property of improvements to be abated. This determination is to be made consistent with the provisions of Section IV(6) of these guidelines and criteria as hereinabove set forth.

i) Provide for the commencement date and the termination date. In no event shall the commencement date occur prior to 90 percent completion of the project (both Real and Personal Property). In no event shall the termination date exceed a period of ten years from the commencement date.

j) Describe the type and proposed use of the improvements to Real Property or improvements including:

1. The type of facility.

2. Whether the improvements are for a new facility, modernization of a facility, or expansion of a facility.

3. The nature of the construction, proposed time table of completion, a map or drawings of the improvements above mentioned.

4. The amount of investment and the commitment for the creation of new jobs.

5. A list containing the kind, number and location of all proposed improvements.

6. Any other information required by the City.

k) Provide a legal description of the Real Property upon which improvements are to be made.

l) Provide access to and authorize inspection of the Real Property or improvements by employees of the City, who have executed a Tax Abatement Agreement with owner to insure improvements are made according to the specifications and conditions of the Tax Abatement Agreement.

m) Provide for the limitation of the uses of the Real Property or improvements consistent with the general purpose of encouraging development or redevelopment of the zone during the period covered by the Tax Abatement Agreement.

n) Provide the contractual obligations in the event of default by owner, violation of the terms or conditions by owner, recapturing property tax revenue in the event owner defaults or otherwise fails to make improvements as provided in said Tax Abatement Agreement, and any other provision as may be required or authorized by State Law.

o) Contain each term agreed to by the owner of the property.

p) Require the owner of the property to certify annually to the Lubbock City Council that the owner is in compliance with each applicable term of the agreement.

q) Provide that the Lubbock City Council may cancel or modify the agreement if the property owner fails to comply with the agreement.

2. Not later than the seventh day before the City (as required by V.T.C.A., Tax Code, Section 312.2041) enters into an agreement for tax abatement under V.T.C.A., Tax Code, Section

312.204, the Lubbock City Council or a designated officer or employee thereof shall deliver to the presiding officer of the governing body of each of the taxing units in which the property to be subject to the agreement is located, a written notice that the City intends to enter into the agreement. The notice must include a copy of the proposed Tax Abatement Agreement.

3. A notice, as above described in Section 2, is presumed delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

4. Failure to deliver the notice does not affect the validity of the agreement.

SECTION VII. <u>Application</u>:

1. Any present owner of taxable property located within an affected jurisdiction may apply for tax abatement by filing an application with the City of Lubbock. The application has to be filed with the City prior to the construction start.

2. The application shall consist of a completed application form accompanied by:

   a) A general description of the improvements to be undertaken.

   b) A descriptive list of the improvements for which tax abatement is requested.

   c) A list of the kind, number and location of all proposed improvements of the Real Property Facility or Existing Facility.

   d) A map indicating the approximate location of improvements on the Real Property Facility or Existing Facility together with the location of any or all Existing Facilities located on the Real Property or Facility.

   e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an existing facility.

   f) A legal description of property.

   g) Address of property.

   h) A proposed time schedule for undertaking and completing the proposed improvements.

   i) A general description stating whether the proposed improvements are in connection with:

      1. the modernization of a facility (of any type herein defined); or,

      2. construction of a new facility (of any type herein defined); or,

      3. expansion of a facility (of any type herein defined); or,

      4. any combination of the above.

j) A statement of the additional value to the Real Property or Facility as a result of the proposed improvements.

k) A statement of the assessed value of the Real Property, Facility or Existing Facility for the Base Year.

l) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained as result of the improvements undertaken.

m) A statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

n) Any other information which the City of Lubbock deems appropriate for evaluating the financial capacity of the applicant and compatibility of the proposed improvements with these guidelines and criteria.

o) Information that is provided to the City in connection with an application or request for tax abatement and which describes the specific processes or business activity to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the Tax Abatement Agreement is executed. Information in the custody of the City after the agreement is executed is not confidential. (V.T.C.A., Tax Code, Section 312.003).

p) The City shall determine if the property described in said application is within a designated Reinvestment Zone. If the City determines that the property described is not within a current Reinvestment Zone then they shall so notify the applicant and said application shall then be considered both as an application for the creation of a Reinvestment Zone and a request for tax abatement to be effective after the zone is created.

SECTION VIII. Investment/Jobs Documentation

1. The investment commitment in the Tax Abatement Agreement will be verified as follows:

   a. The City will request the value of the Real and Personal Property from the Lubbock Central Appraisal Value, and if the value minus the base year, meets the agreement commitment, it will service as verification that the investment met the requirement in the agreement; or

   b. If the Lubbock Central Appraisal District value, minus the base year value, does not meet the investment commitment in the agreement, the Company will provide invoices documenting the actual investment to verify the investment met the investment commitment in the agreement.

2. Confirmation of the job creation requirement:

   a. The company will provide the City with a copy of the State Employment report filed with the State of Texas for the quarter ending after the date in the agreement that the jobs are required to be created.

3. Job creation will be audited annually to assure retention of jobs. Each year during the City audit of Tax Abatement Agreements, the company will provide the City with the 4th quarter employment report filed with the State of Texas to confirm job retention. If the employment in the 4th quarter report does not meet the requirement for retention of the created jobs, the City may request the quarterly reports for the 1st, 2nd, and 3rd quarters of that audit year to determine compliance. The City may request and the company shall promptly provide any additional information that the City deems necessary to confirm that the company is in compliance with the terms of the Tax Abatement Agreement.

SECTION IX. Default Options

1. In the event that the applicant, owner or lessee has entered into a Tax Abatement Agreement to make improvements as defined in Section IV(2) above, but fails to undertake or complete such improvements; fails to create all or a portion of the new jobs provided by the Tax Abatement Agreement; or is in default of any of the terms or conditions contained in the Tax Abatement Agreement; then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City above mentioned that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, the City shall have three options:

   (a) The City may renegotiate the Tax Abatement Agreement with the applicant or owner in which case the current Guidelines and Criteria Governing Tax Abatement for Industrial Projects in the City of Lubbock shall apply to the new Agreement; or

   (b) The City may determine that good cause exists to cancel the Tax Abatement Agreement and all abatement of taxes shall terminate immediately; or

   (c) The City may terminate the Tax Abatement Agreement and recapture taxes abated under Section X, Recapture.

2. In any of the three options in Paragraph 1 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

SECTION X. Recapture

1. In the event that any type of facility is completed and begins producing goods or services, but subsequently discontinues producing goods or services for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner for a period of 180 days during the term of a Tax Abatement Agreement, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The burden shall be upon the applicant or owner to prove to the satisfaction of the City that the discontinuance of producing goods or services was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of applicant or owner. In the event that applicant or owner meets this burden and the City is satisfied that the discontinuance of the production of goods

or services was the result of events beyond the control of the applicant or owner, then such applicant or owner shall have a period of one year in which to resume the production of goods and services. In the event that the applicant or owner fails to resume the production of goods or services within one year, then the Tax Abatement Agreement shall terminate and the abatement of all taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The one year time period, hereinabove mentioned, shall commence upon written notification from the City to the applicant or owner.

2. In the event that the applicant or owner has entered into a Tax Abatement Agreement to make improvements to a facility of any type described in Section 1 above, but fails to undertake or complete such improvements or fails to create all or a portion of the number of new jobs provided by the Tax Abatement Agreement, then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City, above mentioned, that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event that the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

3. In the event that the City determines that the applicant or owner is in default of any of the terms or conditions contained in the Tax Abatement Agreement, then in such event the City, shall give the applicant or owner sixty (60) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the sixty (60) days notice period, then the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

4. In the event that the applicant or owner allows ad valorem taxes on property ineligible for tax abatement owed to the City, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such even the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination, under this Section, takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

5. In the event that the applicant or owner, who has executed a Tax Abatement Agreement with the City, relocates the business for which tax abatement has been granted, to a location outside of the designated Reinvestment Zone, then in such event, the Tax Abatement Agreement shall terminate after sixty (60) days written notice by the City to the applicant or owner. Taxes abated during the calendar year in which termination, under this Section takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

6. The date of termination as that term is used in this Section IX shall, in every instance, be the 60th day after the day the City sends notice of default, in the mail to the address shown in the Tax Abatement Agreement to the applicant or owner. Should the default be cured by the applicant or owner within the sixty (60) day notice period, the applicant or owner shall be responsible for so advising the City and obtaining a release from the notice of default from the City, failing in which, the abatement remains terminated and the abated taxes must be paid.

7. In every case of termination set forth in Paragraphs 1, 2, 3, 4, and 5 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

8. In the event that a Tax Abatement Agreement is terminated for any reason whatsoever and taxes are not paid within the time period herein specified, then in such event, the provisions of V.T.C.A., Tax Code, Section 33.01 will apply.

SECTION XI. Miscellaneous:

1. Any notice required to be given by these criteria or guidelines shall be given in the following manner:

   a) To the applicant or owner: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

   b) To the City: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

2. The Chief Appraiser of the Lubbock Central Appraisal District shall annually assess the Real and Personal Property comprising the Reinvestment Zone. Each year, the applicant or owner receiving tax abatement shall furnish the Chief Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the City which levies taxes of the amount of assessment.

3. Upon the completion of improvements made to any type of Facility as set forth in Section VIII(1) of these criteria and guidelines a designated employee or employees of the City having executed a Tax Abatement Agreement with applicant or owner shall have access to the Facility to insure compliance with the Tax Abatement Agreement.

4. A Tax Abatement Agreement may be assigned to a new owner but only after written consent has been obtained from the City.

5. These guidelines and criteria are effective upon the date of their adoption by the City and shall remain in force for two years. At the end of the two year period these guidelines and criteria may be readopted, modified, amended or rewritten as the conditions may warrant.

6. Each affected jurisdiction shall determine whether or not said affected jurisdiction elects to become eligible to participate in tax abatement. In the event the affected jurisdiction elects by resolution to become eligible to participate in tax abatement, then such affected jurisdiction shall adopt guidelines and criteria by separate resolution forwarding a copy of both resolutions to all other affected jurisdictions.

7. These guidelines only apply to the City of Lubbock and any company wishing to apply for tax abatement from other taxing jurisdictions will need to contact the applicable taxing jurisdiction for their criteria and guidelines and requirements for applying for tax abatement.

8. In the event of a conflict between these guidelines and criteria and V.T.C.A., Tax Code, Chapter 312, then in such event the Tax Code shall prevail and these guidelines and criteria interpreted accordingly.

9. The guidelines and criteria once adopted by the City may be amended or repealed by a vote of three-fourths (3/4) of the members of the Lubbock City Council during the two-year term in which these guidelines and criteria are effective.

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

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution of the City Council of the City of Lubbock to adopt Guidelines and Criteria for Commercial Tax Abatement agreements in accordance with the Property Redevelopment and Tax Abatement Act.

Item Summary

The City of Lubbock must readopt the criteria and guidelines for tax abatement every two years as required by Chapter 312 of the Tax Code. Below is a summary of the proposed commercial tax abatement guidelines:

General Purpose: To promote high quality commercial development and improved quality of life in designated enterprise zones.

Maximum Term: 5 Years

Eligible Property: Improvements to Real Property and Tangible Personal Property

Non-Eligible Property: Real Property; inventories or supplies; tools; furnishings and other forms of movable personal property; vehicles; aircraft; housing; boats; property owned by the State of Texas or any State agency; and, property owned or leased by a member of the affected Jurisdiction that did not have an active tax abatement in place before they became a member of the governing body or commission.

Types of Companies: Retail, Service and Office

Location: Allowed only in the following designated enterprise zone areas
EZ Block Groups:
Census Tract 2.01 Block Groups 1 and 2
Census Tract 2.02 Block Group 1
Census Tract 3.01 Block Groups 1, 2 and 3
Census Tract 3.02 Block Groups 1, 2, 4, and 5
Census Tract 6.07 Block Groups 1 and 2
Census Tract 9.00 Block Groups 1 and 4
Census Tract 10.00 Block Groups 1, 2 and 3
Census Tract 12.00 Block Groups 2 and 3
Census Tract 13.00 Block Groups 1, 2, and 3
Census Tract 14.00 Block Groups 1, 2, 3, 4, and 5
Census Tract 23.00 Block Groups 1 and 2
Census Tract 24.00 Block Groups 1, 3, 4, and 5

Other Eligibility Requirements: To qualify for commercial tax abatement, a company must modernize or expand an existing facility or construct a new facility and must clearly add to the Lubbock economic base. The company must show that if the company is qualifying on the jobs requirement that the jobs being proposed will not simply displace

other similar jobs in the community.

Investment/Job Criteria:
(a) $100,000 investment, or
(b) Ten new permanent jobs and at least 30% of the business' new employees in the zone are residents of any zone within the governing body's or bodies' jurisdiction.

Qualifiers: Approving the guidelines does not obligate the jurisdiction to provide tax abatement to any applicant.

Variances: The City Council can vary any of the requirements not required by statute, with a three-quarter vote.

The changes proposed for the Commercial guidelines include:

* Require that at least 90% of the entire project be completed in order to begin the tax abatement.

* Confirmation of job retention will require the company to provide the City with a copy of the 4th quarter employment report filed with the State for the audit year, and if the 4th quarter employment does not meet the requirements, allows the City to request the other three quarterly reports filed for the audit year.

* Revision of the eligible block groups included in the guidelines to reflect the change in enterprise zone eligible block groups based on the 2010 census.
    1. Block groups that were eligible in the 2000 census but are not eligible in the 2010 census are removed.
    2. Block groups in the same area that were not eligible in the 2000 census but are eligible in the 2010 census are added.

If approved, the effective date of Commercial Tax Abatement guidelines will be November 7, 2013.

Fiscal Impact

No impact

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Reso -Tax Ab G&C Commercial 11-7-13

RESOLUTION

WHEREAS, in November of 2011, the City of Lubbock approved uniform guidelines and criteria for the application of incentives within the designated enterprise zones; and

WHEREAS, state law requires that the guidelines and criteria approved must be re-adopted every two years, and the City of Lubbock desires to approve new guidelines for commercial tax abatement; **NOW THEREFORE:**

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

THAT the City Council of the City of Lubbock hereby approves and adopts "Guidelines and Criteria Governing Tax Abatement for Commercial Projects in Designated Enterprise Zones in the City of Lubbock", which guidelines and criteria are attached as Exhibit "A" and are made a part hereof for all intents and purposes. These guidelines shall become effective upon passage of this Resolution.

THAT this Resolution in no manner effects additional local incentives which may be added or deleted by the City during the life of the enterprise zones as required to obtain the best possible mix of incentives to insure the success of the enterprise zone program.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock

Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

Linda Chamales,
Economic Development Attorney

Lc: city att/Linda/Resolutions/Res-Tax AbatementCommercialGuidelines-2013
July 3, 2013

Exhibit "A"
City of Lubbock, TX
Guidelines And Criteria Governing Tax Abatement For
Commercial Projects In Designated Enterprise Zones
In The City Of Lubbock

SECTION I. General Purpose:

The City of Lubbock (City) is committed to the promotion of high quality commercial development in designated Enterprise Zones within the City; and to an ongoing improvement in the quality of life for citizens residing in designated Enterprise Zones. The City recognizes that these objectives are generally served by enhancement and expansion of the local economy. The City will, on a case-by-case basis, give consideration to providing tax abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development within the designated Enterprise Zones in the City of Lubbock. It is the policy of the City that said consideration will be provided in accordance with the guidelines and criteria herein set forth and in conformity with the Tax Code.

Nothing contained herein shall imply, suggest or be understood to mean that the City is under any obligation to provide tax abatement to any specific applicant (V.T.C.A. Tax Code, Section 312.002(d)). With the above rights reserved, all applicants for tax abatement will be considered on a case-by-case basis.

SECTION II. Definitions:

As used within these guidelines and criteria, the following words or phrases shall have the following meaning:

1. **Abatement of Taxes:** To exempt from ad valorem taxation all or part of the value of certain improvements placed on land located in a designated Enterprise Zone for commercial development purposes for a period of time not to exceed five (5) years.

2. **Abatement Agreement:** A contract between a property owner and the City for the abatement of taxes on qualified property located within a designated Enterprise Zone as authorized by V.T.C.A., Tax Code, Section 312.204(a).

3. **Base Year Value:** The assessed value of property eligible for tax abatement as of January 1 preceding the execution of a Tax Abatement Agreement as herein defined.

4. **Commercial:** Retail, service, or office

5. **Designated Enterprise Zones:** Enterprise zones in which the City will, on a case-by-case basis, give consideration to providing commercial tax abatement, as authorized by V.T.C.A., Tax Code, Chapter 312, as stimulation for economic development. The eligible designated Enterprise Zones are:

   Enterprise Zone Block Groups:
   Census Tract 2.01 Block Group 1 and 2
   Census Tract 2.02 Block Group 1
   Census Tract 3.01 Block Groups 1, 2, and 3

Census Tract 3.02 Block Groups 1, 2, 4, and 5
Census Tract 6.07 Block Groups 1 and 2
Census Tract 9.00 Block Groups 1 and 4
Census Tract 10.00 Block Groups 1, 2, and 3
Census Tract 12.00 Block Groups 2 and 3
Census Tract 13.00 Block Groups 1, 2, and 3
Census Tract 14.00 Block Groups 1, 2, 3, 4, and 5
Census Tract 23.00 Block Groups 1 and 2
Census Tract 24.00 Block Groups 1, 3, 4, and 5

6. **Expansion of Existing Facilities or Structures:** The addition of buildings, structures, machinery or equipment to a Facility.

7. **Existing Facility or Structure:** A Facility as of the date of execution of the Tax Abatement Agreement, located in or on Real Property eligible for tax abatement.

8. **Facility:** The improvements made to Real Property eligible for tax abatement and including the building or structure erected on such Real Property and/or any Tangible Personal Property to be located in or on such property.

9. **Improvements to Real Property or Improvements:** Shall mean the construction, addition to, structural upgrading of, replacement of, or completion of any facility located upon, or to be located upon, Real Property, as herein defined, or any Tangible Personal Property placed in or on said Real Property.

10. **Modernization/Renovation of Existing facilities:** The replacement or upgrading of existing facilities.

11. **New Facility:** The construction of a Facility that has not previously existed within the affected jurisdiction on previously undeveloped real property eligible for tax abatement.

12. **New Permanent Job:** A new employment position created by a business that has provided employment to an employee of at least 1,820 hours annually and intended to be an employment position that exists during the life of the abatement.

13. **Owner:** The record title owner of Real Property or the legal owner of Tangible Personal Property. In the case of land leased from the City or buildings leased from a private party or tax exempt property, the lessee shall be deemed the owner of such leased property together with all improvements and Tangible Personal Property located thereon.

14. **Productive Life:** The number of years a Facility is expected to be in service.

15. **Real Property:** Land on which Improvements are to be made or fixtures placed.

16. **Tangible Personal Property:** Any Personal Property, not otherwise defined herein, and which is necessary for the proper operation of any type of Facility.

SECTION III. Intent of Criteria and Guidelines:

The intent of the criteria and guidelines, as herein set forth, is to establish the minimum standards which an applicant for tax abatement must meet in order to be considered for such status by the City.

SECTION IV. Criteria and Guidelines for Tax Abatement:

Any type of Facility will be eligible for tax abatement consideration provided such Facility meets the following guidelines and criteria:

1. A business must clearly add to the Lubbock economic base. Compliance with this criterion must show that if the company is qualifying on the jobs requirement that the jobs being proposed will not simply displace other similar jobs in the community.

2. Creation of new value: Abatement may only be granted for the additional value resulting from any of the following:

   (a) modernization/renovation of existing facilities of any type as herein defined.

   (b) construction of a new facility of any type as herein defined.

   (c) expansion of existing facilities of any type as herein defined.

3. New or existing facilities, of any type herein defined, located in a designated Enterprise Zone, (Designated Enterprise Zones are automatic Reinvestment Zones) or upon Real Property eligible for such status will be eligible for consideration for tax abatement status provided all other criteria or guidelines are satisfied.

4. Improvements to Real Property are eligible for tax abatement status.

5. The following types of property shall be ineligible for tax abatement status and shall be fully taxed:

   (a) Real Property;

   (b) inventories or supplies;

   (c) tools;

   (d) furnishings and other forms of movable personal property;

   (e) vehicles;

   (f) aircraft;

   (g) housing (single family and multi-family);

(h) boats;

(i) property owned by the State of Texas or any state agency; and,

(j) property owned or leased by a member of the City Council that did not have an active tax abatement in place before they became a member of the governing body or commission.

6. In order for a Facility to qualify for abatement, the following conditions must apply:

(a) The owner or leaseholder of Real Property must make eligible improvements to the Real Property; and,

(b) In the case of lessees, the leaseholder must have a lease commitment of at least five (5) years.

(c) Property must be properly zoned for the use stated by the owner in the application.

7. The amount and term of abatement shall be determined on a case-by-case basis, however, in no event shall taxes be abated for a term in excess of five (5) years. The amount of the taxable value of improvements to be abated and the term of the abatement shall be determined by the City in all cases.

8. No commercial property shall be eligible for tax abatement under these guidelines and criteria unless such property is located in a designated Enterprise Zone in accordance with Government Code, Chapter 2303.101, and as defined in Section II(5), and the tax abatement application is filed with the City before construction begins.

9. The minimum economic qualification for tax abatement shall be as follows:

(a) $100,000 investment, or

(b) Ten (10) new permanent jobs and at least 30% of the business' new employees in the zone are residents of any zone within the City.

10. Notwithstanding any of the requirements set forth in Section 9 above, the Lubbock City Council upon the affirmative vote of three-fourths (3/4) of its members may vary any of the above requirements when variation is demonstrated by the applicant for tax abatement that variation is in the best interest of the City to do so, and will enhance the economic development of the City. By way of example only, and not by limitation, the Lubbock City Council may consider the following or similar terms in determining whether a variance shall be granted:

(a) That the increase in productivity of the Facility will be substantial and hence directly benefit the economy.

(b) That the increase of goods or services produced by the Facility will be substantial, and directly benefit the economy.

(c) That the employment maintained at the Facility will be increased.

(d) That the waiver of the requirement will contribute, and provide for the retention of existing jobs within the City.

(e) Any other evidence tending to show a direct economic benefit to the City.

11. Taxability:

(a) The portion of the value of improvements to be abated shall be abated in accordance with the terms and provisions of a Tax Abatement Agreement executed between the City and the owner of the Real Property and/or Tangible Personal Property, (which agreement shall be) in accord with the provisions of V.T.C.A., Tax Code, Section 312.205.

(b) All ineligible property, if otherwise taxable as herein described, shall be fully taxed.

12. The Lubbock City Council shall have total discretion as to whether tax abatement is to be granted. Such discretion, as herein retained, shall be exercised on a case-by-case basis. The adoption of these guidelines and criteria by the Lubbock City Council does not:

(a) Limit the discretion of the Lubbock City Council to decide whether to enter into a specific Tax Abatement Agreement;

(b) Limit the discretion of the Lubbock City Council to delegate to its employees the authority to determine whether or not the Lubbock City Council should consider a particular application or request for tax abatement; or,

(c) Create any property, contract, or other legal right in any person to have the Lubbock City Council consider or grant a specific application or request for tax abatement.

13. The burden to demonstrate that an application for tax abatement should be granted shall be upon the applicant. The City shall have full authority to request any additional information from the applicant that the Lubbock City Council deems necessary to assist it in considering such application.

SECTION V. <u>Tax Abatement Agreement</u>:

1. The Tax Abatement Agreement may be executed between the owner and the City. A Tax Abatement Agreement shall:

(a) Establish and set forth the Base Year assessed value of the property for which tax abatement is sought.

(b) Provide that the taxes paid on the Base Year assessed value shall not be abated as a result of the execution of said Tax Abatement Agreement.

(c) Provide that ineligible property as subscribed in Section IV(5) hereinabove shall be fully taxed.

(d) Provide for the exemption of improvements in each year covered by the agreement, only to the extent the value of such improvements for each such year exceeds the value for the year in which the agreement is executed.

(e) Fully describe and list the kind, number and location of all proposed improvements to be made in or on the Real Property.

(f) Set forth the estimated value of all improvements to be made in or on the Real Property.

(g) Clearly provide that tax abatement shall be granted only to the extent:

(1) The improvements to Real Property increase the value of the Real Property for the year in which the Tax Abatement Agreement is executed; and,

(2) That the Tangible Personal Property improvements to Real Property were not located on the Real Property prior to the execution of the Tax Abatement Agreement.

(h) Provide for the portion of the value of the improvements to Real Property or improvements to be abated. This determination is to be made consistent with the provisions of Section IV(5) of these guidelines and criteria as hereinabove set forth.

(i) Provide for the commencement date and the termination date. In no event shall the commencement date occur prior to 90 percent completion of the project (both Real and Personal property). In no event shall the termination date exceed a period of five (5) years from the commencement date.

(j) Describe the type and proposed use of the improvements to Real Property or improvements including:

(1) The type of facility.

(2) Whether the improvements are for a new facility or renovation of a facility.

(3) The nature of the construction, proposed time table of completion, a map or drawings of the improvements above mentioned.

(4) The amount of investment and the commitment for the creation of new jobs.

(5) A list containing the kind, number and location of all proposed improvements.

(6) Any other information required by the City.

(k) Provide a legal description of the Real Property upon which improvements are to be made.

(l) Provide access to and authorize inspection of the Real Property or improvements by employees of the City, who have executed a Tax Abatement Agreement with owner to

insure improvements are made according to the specifications and conditions of the Tax Abatement Agreement.

(m) Provide for the limitation of the uses of the Real Property or improvements consistent with the general purpose of encouraging development or redevelopment of the zone during the period covered by the Tax Abatement Agreement.

(n) Provide for contractual obligations in the event of default by owner, violation of the terms or conditions by owner, recapturing property tax revenue in the event the owner defaults or otherwise fails to make improvements as provided in said Tax Abatement Agreement, and any other provision as may be required or authorized by State law.

(o) Contain each term agreed to by the owner of the property.

(p) Require the owner of the property to certify annually to the Lubbock City Council that the owner is in compliance with each applicable term of the agreement.

(q) Provide that the Lubbock City Council may cancel or modify the agreement if the property owner fails to comply with the agreement.

2. Not later than the seventh day before the City (as required by V.T.C.A., Tax Code, Section 312.2041) enters into an agreement for tax abatement under V.T.C.A., Tax Code, Section 312.204, the Lubbock City Council or a designated officer or employee thereof shall deliver to the presiding officer of the governing body of each of the taxing units in which the property to be subject to the agreement is located, a written notice that the City intends to enter into the agreement. The notice must include a copy of the proposed Tax Abatement Agreement.

3. A notice, as above described in Section 2, is presumed delivered when placed in the mail, postage paid and properly addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the sender is considered to have been delivered to the addressee.

4. Failure to deliver the notice does not affect the validity of the agreement.

SECTION VI. <u>Application</u>:

1. Any present owner of taxable commercial property located within the designated Enterprise Zone of the City of Lubbock may apply for tax abatement by filing an application with the City of Lubbock.

2. The application shall consist of a completed application form accompanied by:

(a) A general description of the improvements to be undertaken.

(b) A descriptive list of the improvements for which tax abatement is requested.

(c) A list of the kind, number and location of all proposed improvements of the Real Property Facility of Existing Facility.

(d) A map indicating the approximate location of improvements on the Real Property Facility or Existing Facility together with the location of any or all Existing Facilities located on the Real Property or Facility.

(e) A list of any and all Tangible Personal Property presently existing on the Real Property or located in an existing facility.

(f) A legal description of property.

(g) Address of property.

(h) A proposed time schedule for undertaking and completing the proposed improvements.

(i) A general description stating whether the proposed improvements are in connection with:

(1) the modernization of a facility (of any type herein defined); or,

(2) construction of a new facility; or

(3) expansion of a facility; or

(4) any combination of the above.

(j) A statement of the additional value to the Real Property or Facility as a result of the proposed improvements.

(k) A statement of the assessed value of the Real Property, Facility or Existing Facility for the Base Year.

(l) Information concerning the number of new jobs that will be created or information concerning the number of existing jobs to be retained as result of the improvements undertaken.

(m) A statement certifying that the business, or a branch, division, or department of the business, does not and will not knowingly employ an undocumented worker.

(n) Any other information which the City deems appropriate for evaluating the financial capacity of the applicant and compatibility of the proposed improvements with these guidelines and criteria.

(o) Information that is provided to the City in connection with an application or request for tax abatement, and which describes the specific processes or business activity to be conducted or the equipment or other property to be located on the property for which tax abatement is sought is confidential and not subject to public disclosure until the Tax Abatement Agreement is executed. Information in the custody of the City after the agreement is executed is not confidential. (V.T.C.A., Tax Code, Section 312.003).

(p) The City shall determine if the property described in said application is within a designated Enterprise Zone. If the City determines that the property described is not

within a current Enterprise Zone, as defined in Section II(5), then they shall so notify the applicant and said application shall then be returned to the applicant.

SECTION VII. Investment/Jobs Documentation

1. The investment commitment in the Tax Abatement Agreement will be verified as follows:

   a. The City will request the value of the Real and Personal Property from the Lubbock Central Appraisal Value, and if the value minus the base year, meets the agreement commitment, it will serve as verification that the investment met the requirement in the agreement; or

   b. If the Lubbock Central Appraisal District value, minus the base year value, does not meet the investment commitment in the agreement, the Company will provide invoices documenting the actual investment to verify the investment met the investment commitment in the agreement.

2. Confirmation of the job creation requirement will be verified as follows:

   a. The company will provide the City with a copy of the State Employment report filed with the State of Texas for the quarter ending after the date in the contract that the jobs are required to be created.

   b. Job creation will be audited annually to assure retention of jobs. Each year during the City audit of Tax Abatement Agreements, the company will provide the City with the 4th quarter employment report filed with the State of Texas to confirm job retention. If the employment in the 4th quarter report does not meet the requirement for retention of the created jobs, the City may request the quarterly reports for the 1st, 2nd, and 3rd quarters of that audit year to determine compliance.

3. The City may request and the company shall promptly provide any additional information that the City deems necessary to confirm that the company is in compliance with the terms of the Tax Abatement Agreement.

SECTION VIII. Default Options

1. In the event that the applicant or owner has entered into a Tax Abatement Agreement to make improvements as defined in Section IV(2) above, but fails to undertake or complete such improvements; fails to create all or a portion of the new jobs provided by the Tax Abatement Agreement; or is in default of any of the terms or conditions contained in the Tax Abatement Agreement; then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, the City shall have three options:

   (a) The City may renegotiate the Tax Abatement Agreement with the applicant or owner in which case the current Guidelines and Criteria Governing Tax Abatement for

Commercial Projects in Designated Enterprise Zones shall apply to the new Agreement; or

(b) The City may determine that good cause exists to cancel the Tax Abatement Agreement and all abatement of taxes shall terminate immediately; or

(c) The City may terminate the Tax Abatement Agreement and recapture taxes abated under Section IX, Recapture.

2. In any of the three options in Paragraph 1 above, the City shall determine whether default has occurred by the applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

SECTION IX. Recapture

1. In the event that any type of facility, is completed and begins producing goods or services, but subsequently discontinues producing goods or services for any reason, excepting fire, explosion or other casualty or accident or natural disaster or other event beyond the reasonable control of applicant or owner for a period of 180 days during the term of a Tax Abatement Agreement, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The burden shall be upon the applicant or owner to prove to the satisfaction of the City that the discontinuance of producing goods or services was as a result of fire, explosion, or other casualty or accident or natural disaster or other event beyond the control of applicant or owner. In the event the applicant or owner meets this burden, and the City is satisfied that the discontinuance of the production of goods or services was the result of events beyond the control of the applicant or owner, then such applicant or owner shall have a period of one year in which to resume the production of goods and services. In the event that the applicant or owner fails to resume the production of goods or services within one year, then the Tax Abatement Agreement shall terminate and the abatement of all taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to each affected jurisdiction by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination. The one year time period, hereinabove mentioned, shall commence upon written notification from the City to the applicant or owner.

2. In the event that the applicant or owner has entered into a Tax Abatement Agreement to make improvements to a facility of any type described in Section 1 above, but fails to undertake or complete such improvements or fails to create all or a portion of the number of new jobs provided by the Tax Abatement Agreement, then in such event the City shall give the applicant or owner sixty (60) days notice of such failure. The applicant or owner shall demonstrate to the satisfaction of the City, above mentioned, that the applicant or owner has commenced to cure such failure within the sixty (60) days above mentioned. In the event that the applicant or owner fails to demonstrate that he is taking affirmative action to cure his failure, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination

takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

3. In the event that the City determines that the applicant or owner is in default of any of the terms or conditions contained in the Tax Abatement Agreement, then in such event the City shall give the applicant or owner sixty (60) days written notice to cure such default. In the event such default is not cured to the satisfaction of the City within the sixty (60) days notice period, then the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

4. In the event that the applicant or owner allows ad valorem taxes on property ineligible for tax abatement owed to the City, to become delinquent and fails to timely and properly follow the legal procedures for their protest or contest, then in such event the Tax Abatement Agreement shall terminate and all abatement of taxes shall likewise terminate. Taxes abated during the calendar year in which termination, under this section takes place, shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

5. In the event that the applicant or owner, who has executed a Tax Abatement Agreement with the City, relocates the business, for which tax abatement has been granted, to a location outside of the designated Reinvestment Zone, then in such event, the Tax Abatement Agreement shall terminate after sixty (60) days written notice by the City to the applicant or owner. Taxes abated during the calendar year in which termination, under this section takes place shall be payable to the City by no later than January 31st of the following year. Taxes abated in years prior to the year of termination shall be payable to the City within sixty (60) days of the date of termination.

6. The date of termination as that term is used in this Section IX shall, in every instance, be the 60th day after the day the City sends notice of default, in the mail to the address shown in the Tax Abatement Agreement to the applicant or owner. Should the default be cured by the applicant or owner within the sixty (60) day notice period, the applicant or owner shall be responsible for so advising the City and obtaining a release from the notice of default from the City, failing in which, the abatement remains terminated and the abated taxes must be paid.

7. In every case of termination set forth in Paragraphs 1, 2, 3, 4, and 5 above, the City shall determine whether default has occurred by applicant or owner in the terms and conditions of the Tax Abatement Agreement and shall so notify all other affected jurisdictions.

8. In the event that a Tax Abatement Agreement is terminated for any reason whatsoever, and taxes are not paid within the time period herein specified, then in such event, the provisions of V.T.C.A., Tax Code, Section 33.01 will apply.

SECTION X. Miscellaneous:

1. Any notice required to be given by these criteria or guidelines shall be given in the following manner:

   (a) To the applicant or owner: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

   (b) To the City: written notice shall be sent to the address appearing on the Tax Abatement Agreement.

2. The Chief Appraiser of the Lubbock Central Appraisal District shall annually assess the Real and Personal Property comprising the Reinvestment Zone. Each year, the applicant or owner receiving tax abatement shall furnish the Chief Appraiser with such information as may be necessary for the abatement. Once value has been established, the Chief Appraiser shall notify the City which levies taxes of the amount of assessment.

3. Upon the completion of improvements made to Facility as set forth in Section V(1) of these criteria and guidelines, a designated employee or employees of the City shall have access to the Facility to ensure compliance with the Tax Abatement Agreement.

4. A Tax Abatement Agreement may be assigned to a new owner, but only after written consent has been obtained from the City.

5. These guidelines and criteria are effective upon the effective date as adopted by the Lubbock City Council and shall remain in force for two years. At the end of the two-year term, these guidelines and criteria may be readopted, modified, amended or rewritten as the conditions may warrant.

6. Each affected jurisdiction shall determine whether or not said affected jurisdiction elects to become eligible to participate in tax abatement. In the event the affected jurisdiction elects by resolution to become eligible to participate in tax abatement, then such affected jurisdiction shall adopt guidelines and criteria by separate resolution forwarding a copy of both resolutions to all other affected jurisdictions.

7. These guidelines only apply to the City of Lubbock and any company wishing to apply for tax abatement from other taxing jurisdictions will need to contact the applicable taxing jurisdiction for their criteria and guidelines and requirements for applying for tax abatement.

8. In the event of a conflict between these guidelines and criteria and V.T.C.A., Tax Code, Chapter 312, then in such event, the Tax Code shall prevail, and these guidelines and criteria interpreted accordingly.

9. The guidelines and criteria, once adopted by the City, may be amended or repealed by a vote of three-fourths (3/4) of the members of the Lubbock City Council during the two-year term in which these guidelines and criteria are effective.

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

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: An ordinance abandoning and closing a 10-foot temporary water line easement located in Section 21, Block AK, Lubbock County, Texas, 6209 109th Street.

Item Summary

This ordinance abandons and closes a 10-foot temporary water line easement located in Section 21, Block AK, along the west side of Lot 82, Fountain Hills Estates. The easement is no longer needed due to the development of new lots.

Water Utilities Engineering Department is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Water Line Easement

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 10-FOOT TEMPORARY WATER LINE EASEMENT, LOCATED IN BLOCK AK, SECTION 21, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE: DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Easement-Temporary Water Line, Block AK, Section 21.ord
10.23.13

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT "A"

10 Foot Temporary Water Line Easement

METES AND BOUNDS DESCRIPTION of a 1,706 square foot tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at an 80d nail set in the North line of a 20 foot alley as dedicated by plat recorded under County Clerk File Number (CCFN) 2010034532, Official Public Records of Lubbock County, Texas (OPRLCT), which bears N. 01°50'45" E., a distance of 1895.78 feet and S. 88°09'15" E., a distance of 1215.32 feet from the Southwest corner of Section 21, Block AK, Lubbock County, Texas;

THENCE N. 42°45'31" E., a distance of 169.88 feet to an 80d nail set at a point of intersection;

THENCE Southeasterly, along a curve to the right, said curve having a radius of 474.00, a central angle of 01°12'32", a chord bearing of S. 47°50'45" E., and a chord distance of 10.00 feet to a 1/2" iron rod with cap found;

THENCE S. 42°45'31" W., a distance of 171.32 feet to a 1/2" iron rod with cap found in the North line of said 20 foot alley;

THENCE N. 39°36'49" W., along the North line of said 20 foot alley, a distance of 10.09 feet to the Point of Beginning.

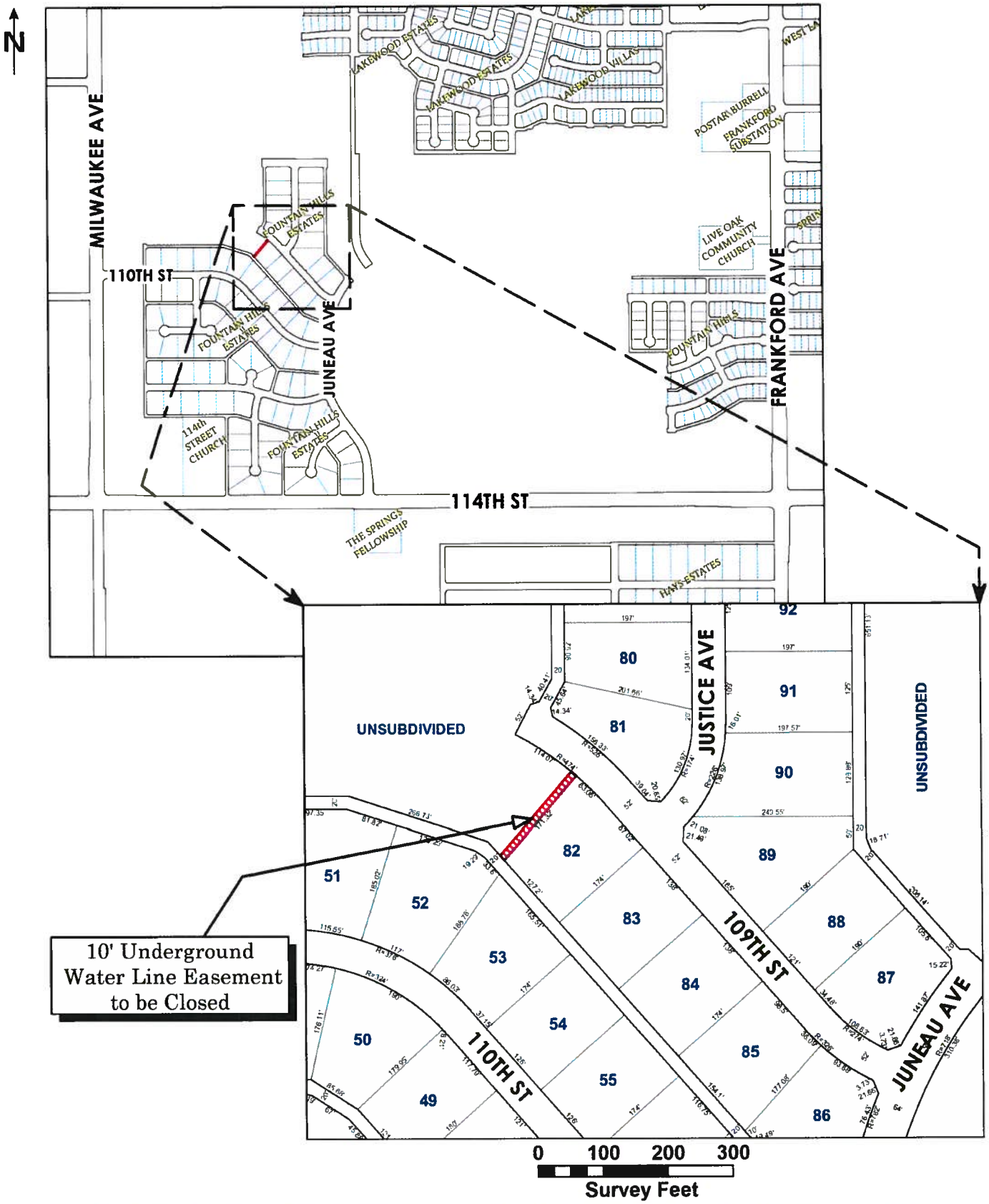
Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

August 9, 2012

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

STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR

Proposed Closing of a 10' wide Underground Water Line Easement as Described in CCFN 2012037960 and Located Adjacent to the West Side of Lot 82, Fountain Hills Estates Addition



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

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

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 1st Reading - Right-of-Way: Consider an ordinance abandoning and closing a electric guy wire easement located in Section 7, Block B, 806 34th Street.

Item Summary

This ordinance abandons and closes a electric guy wire easement just east of I-27 and south side of 32nd Street. The easement is no longer needed due to development purposes. Lubbock Power and Light is in agreement with this easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Electric Guy Wire Easement

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN ELECTRIC GUY WIRE EASEMENT, LOCATED IN SECTION 7, BLOCK B, THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described as follows:

All of that certain electric guy wire easement granted to City of Lubbock, Texas, a municipal corporation, located out of the southeast quarter of Section 7, Block B, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 889, Page 169 of the Official Public Records of Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

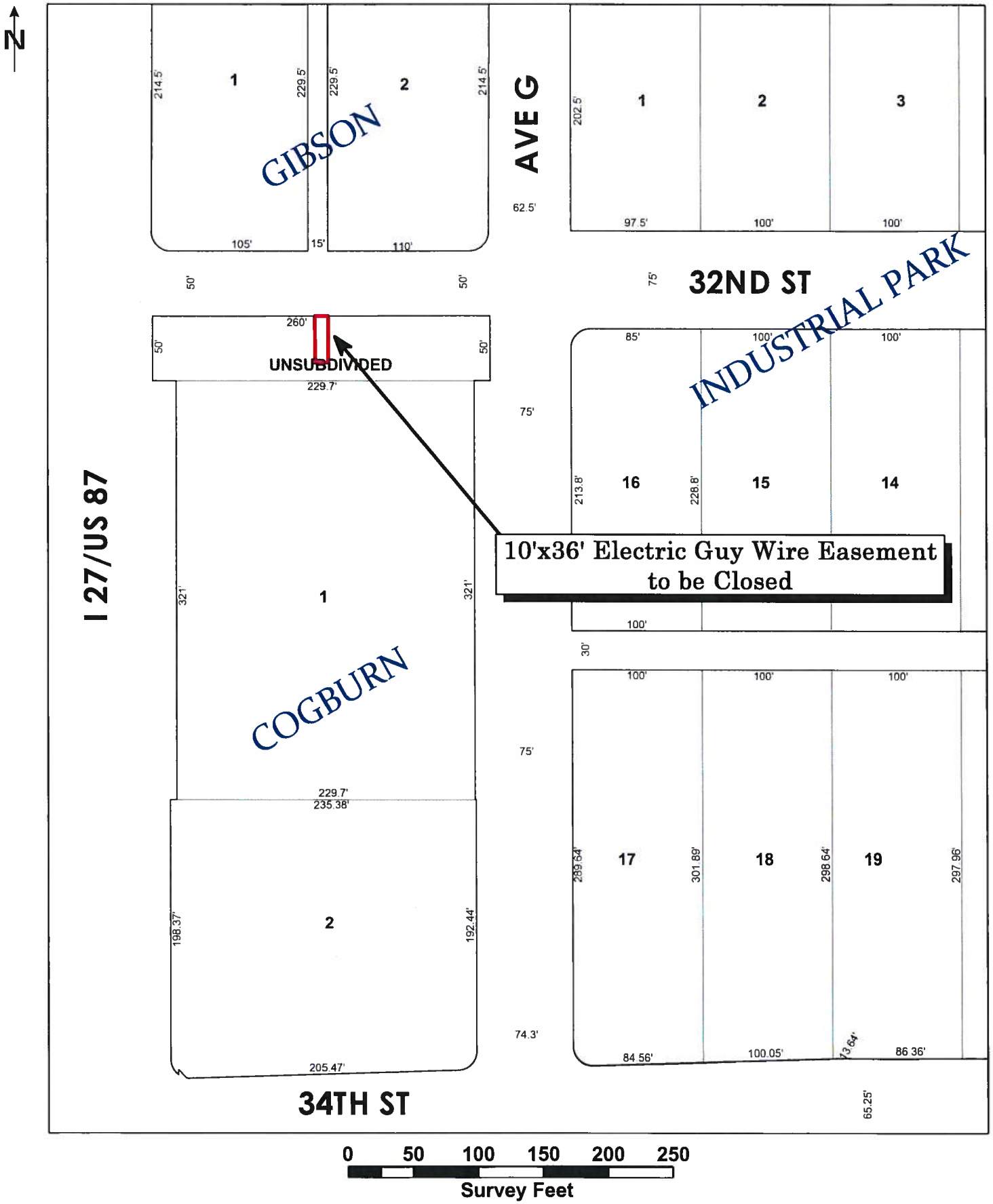
_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

A&C-Electric Guy Wire,Section 7,Blk B.ord
10.23.13

Proposed Closing of an Electric Guy Wire Easement Located South of 32nd Street Between Avenue G and I 27 as Described in Vol. 889 P. 169



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

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

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a street-use-license with Texland Petroleum, Inc., the right, privilege and license for an oil flow pipeline under East Erskine Avenue (3900 East Erskine).

Item Summary

The street-use-license was issued to Texland Petroleum, Inc., on September 9, 1993 to use portions of a dedicated street to construct and maintain crude oil flow pipeline and license being classified as a subsurface license, and such pipeline shall be constructed of fiberglass and have a minimum cover of at least 40-inches from the ground surface. The license is due to expire and Texland Petroleum, Inc. desires to renew the license. The license is issued for twenty years, payable every five years. The license fee for each five year period is $250.

Fiscal Impact

$250 revenue to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution - Texland

Street-Use-License - Texland

Map - Texland

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 Street Use License, by and between the City of Lubbock and Texland Petroleum, Inc., and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

g/ccdocs/St Use Lic- Texland Petroleum, Inc
8.16.13

STREET USE LICENSE

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This License made this _____day of _____, 2013, being the date of this Agreement, between the **CITY OF LUBBOCK, TEXAS,** a Home Rule Municipal Corporation, and **TEXLAND PETROLEUM, INC.,** hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated streets to construct and maintain crude oil flow pipeline, this license being classified as a subsurface license, and such pipeline shall be constructed of fiberglass and have a minimum cover of at least forty (40) inches from the ground surface at the following locations:

Centered within a 2.00 foot wide Street Use License out of Section 3, Block A, Lubbock, Lubbock County, Texas;

BEGINNING at a point 50.00 feet West of the Northwest corner of Lot 12, Block 3, Lemon Subdivision, unrecorded an addition to the City of Lubbock, Lubbock County, Texas;

THENCE North, a distance of 40.00 feet across East Erskine Street to a point;

THENCE West, an approximate distance of 1260.00 feet to a point;

THENCE North, a distance of 10.00 feet across East Erskine Street.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for successive five (5) year terms not to exceed twenty (20) years in any event unless either party, shall give written notice of termination to the other party before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon sixty (60) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **777 Main St., Suite 3200, Fort Worth, Texas 76102**, or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of **TWO HUNDRED FIFTY AND NO/100 ($250.00) DOLLARS** cash in advance

contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Counsel of the CITY OF LUBBOCK, based on appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the License.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expensed in relocating or rerouting over and above the expense which would have been incurred except for the LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event said LICENSEE, its successors and assigns will at all times defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action, suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this License or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by the LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same. CITY OF LUBBOCK shall not be liable to LICENSEE for any damages to LICENSEE'S cable licensed hereunder arising out of the construction, reconstruction or maintenance of the CITY OF LUBBOCK'S street or any of CITY OF LUBBOCK'S utilities in the area occupied by LICENSEE'S cable by any city department. State One Call Regulations will be followed by both parties.

6. LICENSEE agrees and is required to furnish a certificate of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insures, said policy covering the uses herein granted.

7. Prior to any construction as authorized by this license, the LICENSEE shall submit to the City Engineer plans and specifications for the construction to be done, and the LICENSEE shall not commence construction until such plans and specifications are approved by the City Engineer.

8. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefits of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

9. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation by this License.

10. The CITY OF LUBBOCK 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 OF LUBBOCK 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.

CITY OF LUBBOCK

BY: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this 11th day of September, 2013.

TEXLAND PETROLEUM, INC.

BY: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **GLEN C. ROBERTSON,** Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity.

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

_____
Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §

COUNTY OF Tarrant §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared James H. Wilkes, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated as the act and deed of said **Texland Petroleum, Inc.**

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

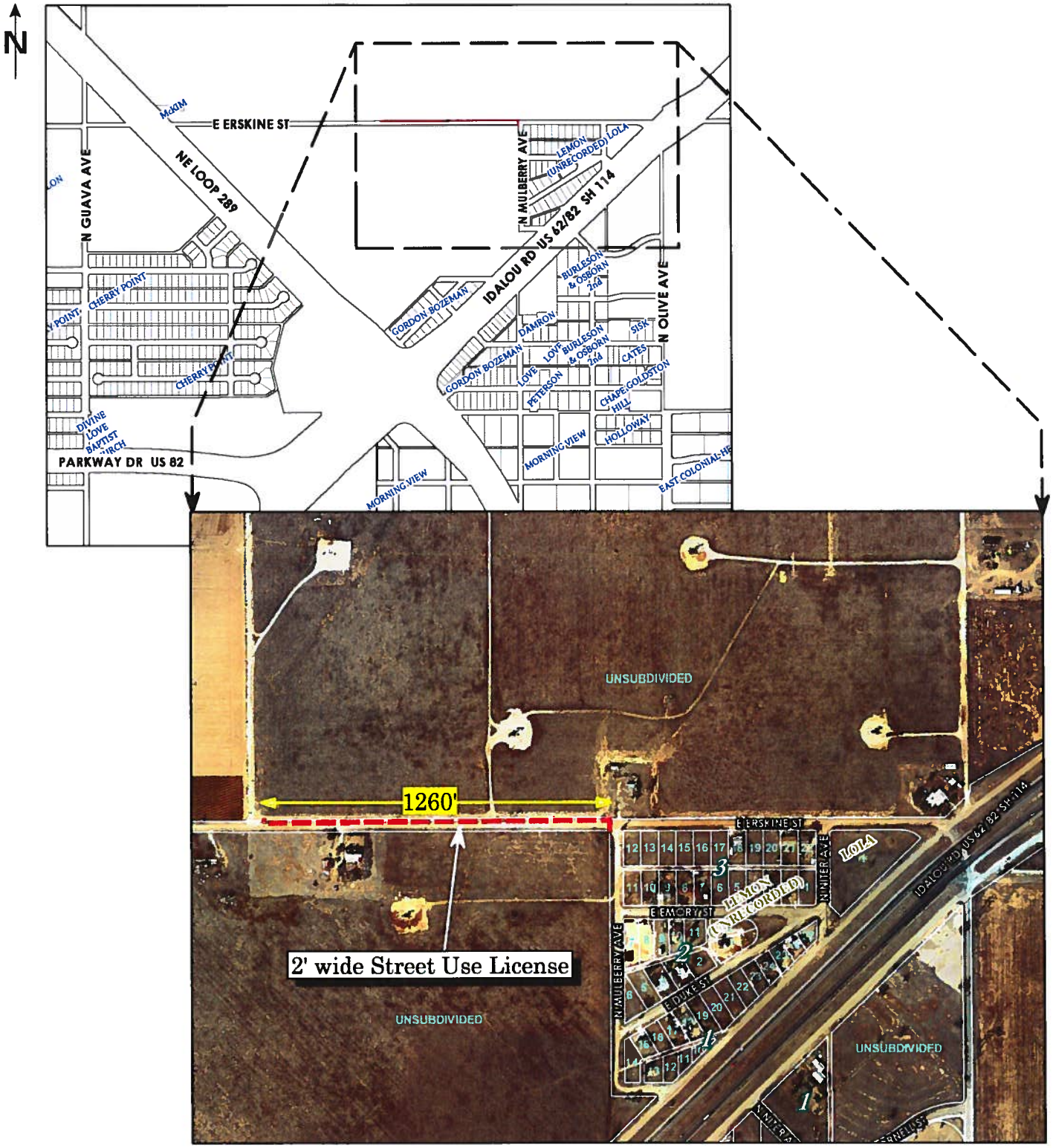
_____
Notary Public in and for the State of Texas

SHEILA A. RAYNER
Notary Public, State of Texas
My Commission Expires
October 31, 2015

My Commission Expires: 10/31/15

gs/Easement Use License-Texland Petroleum, Inc.
8.16.13

Proposed Street Use License Located Along E Erskine Street Between NE Loop 289 and Idalou Road



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

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

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Phillip Johnson, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 23, Block E.

Item Summary

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

The purchase price is $2,110 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92178, South Luibbock Sanitary Sewer Extension Phase 1, with $2,110 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Phillip Johnson

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 23, Block E, Lubbock, Lubbock County, Texas, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $2,110.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Easement-Johnson
October 10, 2013

EASEMENT

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

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

Pipelines and Equipment

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

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

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

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all

environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this 4 day of OCTOBER, 2013 ("Effective Date").

GRANTOR:

Phillip Johnson

THE STATE OF TEXAS §

COUNTY OF Lubbock §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 4th day of October, 2013.

LAURA HONNOL
Notary Public, State of Texas
My Commission Expires 04-24-2017

Notary Public in and for the State of Texas

My Commission Expires: 4/24/2017

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

_____

_____

APPROVED AS TO FORM:

_____

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

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

_____
Notary Public, State of Texas

_____
Printed Name of Notary
My commission expires: _____

STATE OF TEXAS §
COUNTY OF LUBBOCK §

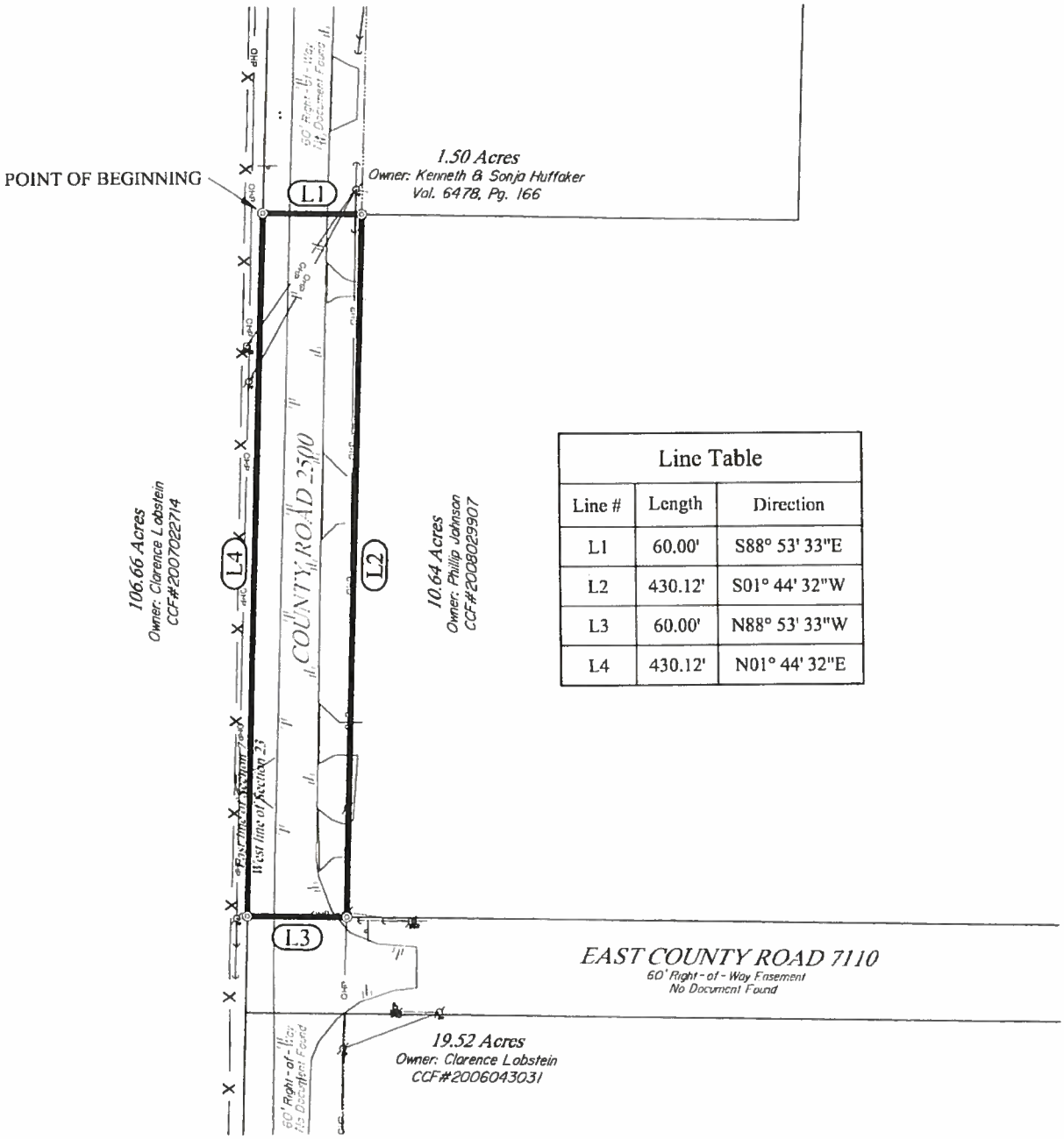
This instrument was acknowledged before me on _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

South Lubbock Sanitary Sewer Extension
Parcel No. 19
PERIMETER SURVEY OF A 0.592 ACRE TRACT LOCATED IN
SECTION 23, BLOCK E
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Line Table		
Line #	Length	Direction
L1	60.00'	S88° 53' 33"E
L2	430.12'	S01° 44' 32"W
L3	60.00'	N88° 53' 33"W
L4	430.12'	N01° 44' 32"E

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

Surveyed on the ground.
May 10, 2012

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

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

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

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

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

Copyright 2012, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

South Lubbock Sanitary Sewer Extension
Parcel No. 19
PERIMETER SURVEY OF A 0.592 ACRE TRACT LOCATED IN
SECTION 23, BLOCK E
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.592 acre parcel located in Sections 23, Block E, Lubbock County, Texas, being a portion of a 10.64 acre tract described in County Clerk File Number 2008029907, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the common line of Sections 7 and 23, Block E, Lubbock County, Texas, also being in the East line of a 106.66 acre tract as described in County Clerk File Number 2007022714, Official Public Records, Lubbock County, Texas, also being the West line of a 60 foot Lubbock County right-of-way as monumented and for the Southwest corner of a 1.50 acre tract as described in Volume 6478, Page 166, Real Property Records, Lubbock County, Texas, and for the Northwest corner of said 10.64 acre tract for the Northwest corner of this parcel which bears S. 01°44'32" E. a distance of 255.55 from a pk nail with shiner found at the Northeast corner of Section 7, Block E, Lubbock County, Texas and the Southeast corner of Section 6, Block E, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°53'33" E. along the South line of said 1.50 acre tract and the North line of said 10.64 acre tract a distance of 60.00 feet to a 1/2" iron rod with cap found in the East line of said 60 foot right-of-way for the Northeast corner of this parcel;

THENCE S. 01°44'32" W. along said 60 foot right-of-way a distance of 430.12 feet to a 1/2" iron rod with cap found in the South line of said 10.64 acre tract and the North line of a 60 foot Lubbock County right-of-way easement as monumented for the Southeast corner of this parcel;

THENCE N. 88°53'33" E. along the South line of said 10.64 acre tract a distance of 60.00 feet to a 1/2" iron rod with cap found in the common line of Sections 7 and 23, Block E, Lubbock County, Texas, and the East line of said 106.66 acre tract and the West line of said 60 foot Lubbock County right-of-way for the Southwest corner of this parcel;

THENCE N. 01°44'32" E. along said common line of Sections 7 and 23, Block E, Lubbock County, Texas, the East line of said 106.66 acre tract a distance of 430.12 feet to the Point of Beginning.

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

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

Surveyed on the ground
May 10, 2012

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



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

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Regular City Council Meeting **5. 11.**

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Stanley W. Stanford, regarding the acquisition of right-of-way for the South Lubbock Sanitary Sewer Extension Phase 1. Easement located out of Section 23, Block E.

Item Summary

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

The purchase price is $5,388 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92178, South Lubbock Sanitary Sewer Extension Phase 1, with $5,388 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution - Stanley W. Stanford

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 23, Block E, Lubbock, Lubbock County, Texas, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $5,388.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Easement-Stanford
October 10, 2013

EASEMENT

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

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

Pipelines and Equipment

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

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

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

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all

environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED this _____ day of _____, 2013 ("Effective Date").

GRANTOR:

Stanley W. Stanford

THE STATE OF TEXAS §

COUNTY OF Lubbock §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 9 day of October, 2013.

Tiffany Padilla
Notary Public in and for the State of Texas

My Commission Expires: 8/21/2017

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

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____

_____

_____

APPROVED AS TO FORM:

_____

Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

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

_____
Notary Public, State of Texas

_____
Printed Name of Notary
My commission expires: _____

STATE OF TEXAS §
COUNTY OF LUBBOCK §

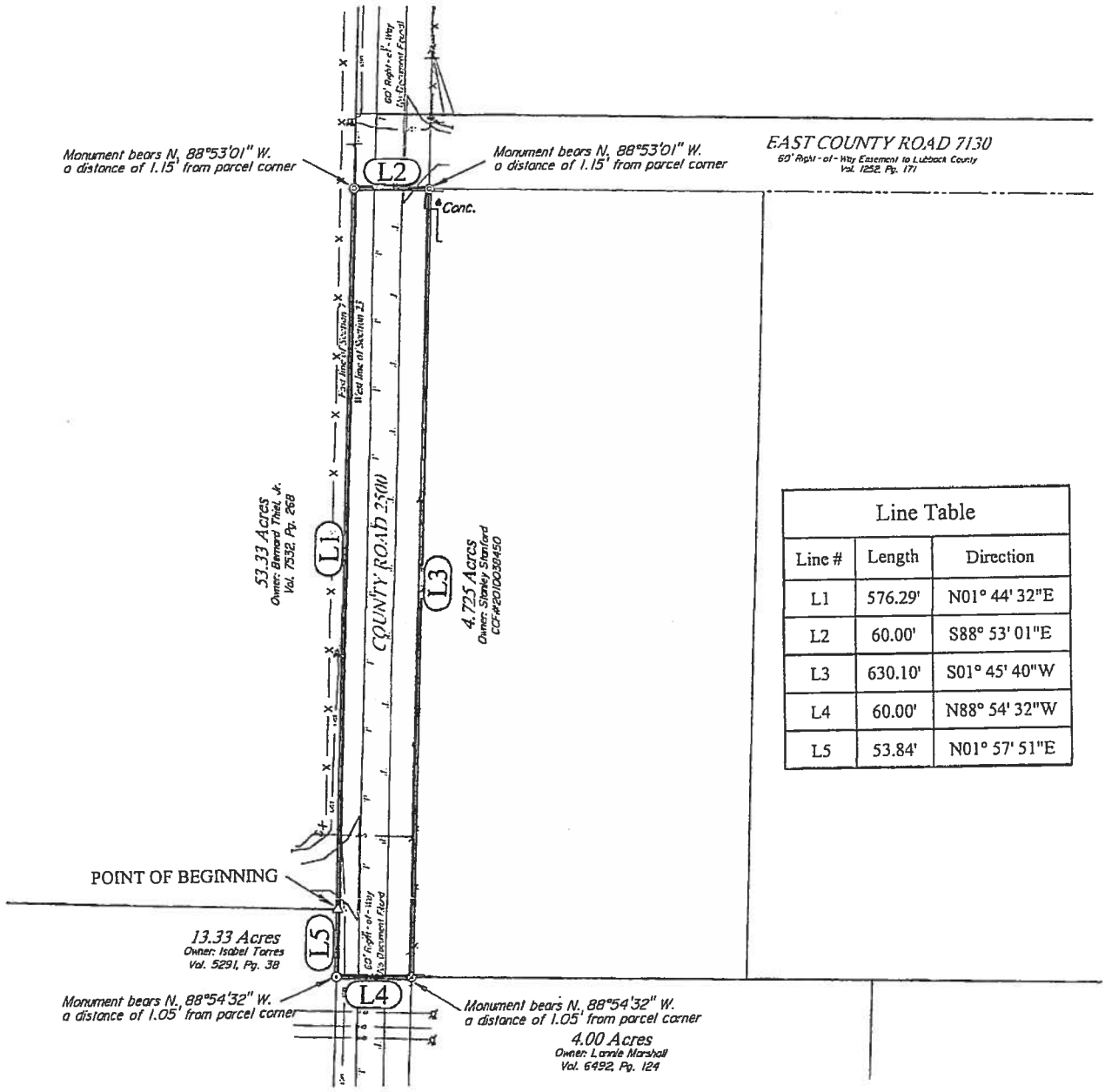
This instrument was acknowledged before me on _____, 2013, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

South Lubbock Sanitary Sewer Extension
Parcel No. 21
PERIMETER SURVEY OF A 0.867 ACRE TRACT LOCATED IN
SECTION 23, BLOCK E
LUBBOCK COUNTY, TEXAS

SCALE : 1"=125'



Line Table		
Line #	Length	Direction
L1	576.29'	N01° 44' 32"E
L2	60.00'	S88° 53' 01"E
L3	630.10'	S01° 45' 40"W
L4	60.00'	N88° 54' 32"W
L5	53.84'	N01° 57' 51"E

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
Δ - FOUND 3/4" IRON PIPE
© - FOUND 3/8" IRON ROD
⊙ - FOUND 1/2" IRON ROD
⊗ - FOUND 1/2" IRON PIPE
A legal description of even survey date herewith accompanies this plat of survey.

Bearings are relative to the Texas State Plane Coordinate System, North Central Zone, CORS 96, Epoch 2002.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.00024
Surveyed on the ground.
May 8, 2012

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

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

Sheet 1 of 2

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

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South Lubbock Sanitary Sewer Extension
Parcel No. 21
PERIMETER SURVEY OF A 0.867 ACRE TRACT LOCATED IN
SECTION 23, BLOCK E
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.867 acre parcel located in Section 23, Block E, Lubbock County, Texas, being a portion of a 4.725 acre tract described in County Clerk File Number 20100038450, Official Public Records, Lubbock County, Texas, and being further described as follows:

BEGINNING at a 3/4" iron pipe found at the Northeast corner of the Southwest Quarter of Section 7, Block E, Lubbock County, Texas, and in the common line of Sections 7 and 23, Block E, Lubbock County, Texas, also being the common West line of said 4.725 acre tract and a 60 foot Lubbock County right-of-way as monumented on the ground;

THENCE N. 01°44'32" W. along said common Section line, said common West line of a 4.725 acre tract and 60 foot Lubbock County right-of-way, also being the East line of a 53.33 acre tract as described in Volume 7532, Page 268, Official Public Records, Lubbock County, Texas, a distance of 576.29 feet to a point at the Northwest corner of said 4.725 acre tract, also being in the South line of a 60 foot Lubbock County right-of-way easement as described in Volume 1252, Page 171, Deed Records, Lubbock County, Texas, for the Northwest corner of this parcel which bears S. 88°53'01" E. a distance of 1.15 feet from a 3/8" iron rod found;

THENCE S. 88°53'01" E. along the North line of said 4.725 acre tract and the South line of said Lubbock County right-of-way easement, at 58.85 feet pass a 3/8" iron rod found, continuing for a total distance of 60.00 feet to a point in the East line of said 60 foot right-of-way for the Northeast corner of this parcel;

THENCE S. 01°45'40" W. along said 60 foot right-of-way a distance of 630.10 feet to a point in the common line of said 4.725 acre tract and a 4.00 acre tract as described in Volume 6492, Page 124, Real Property Records, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°54'32" W. along the common line of said 4.725 acre and 4.00 acre tracts, at a distance of 1.05 feet pass a 1/2" iron pipe found, continuing for a total distance of 60.00 feet to a point in said common Section line and in the East line of a 13.33 acre tract as described in Volume 5291, Page 38, Real Property Records, Lubbock County, Texas, for the Southwest corner of this parcel which bears S. 88°54'32" E. a distance of 1.05 feet from a 1/2" iron rod found;

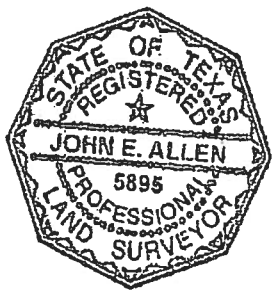
THENCE N. 01°57'51" E. along the said common line of Sections 7 and 23, Block E, Lubbock County, Texas, and the common line of said 4.725 acre and 13.33 acre tracts a distance of 53.84 feet to the Point of Beginning.

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

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

Surveyed on the ground
May 8, 2012

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



Sheet 2 of 2

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

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Regular City Council Meeting **5. 12.**

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a contract of sale by and between the City of Lubbock and Audrey Sue Daniel for the acquisition of 45.001 acres of surface only out of Section 22, Block JS, for a new wastewater plant site in northwest Lubbock, property located at 4701 N CR 1900.

Item Summary

This resolution authorizes the Mayor to sign a contract of sale for the acquisition of 45.001 acres of surface only in northwest Lubbock for a new wastewater plant site. The land is north of Clovis Road along the west side of Slide Road.

The purchase price is $1,150,000 plus closing cost with Lubbock Abstract and Title Company.

Fiscal Impact

$1,150,000 plus closing cost.

Staff/Board Recommending

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

Attachments

Resolution - Audrey Sue Daniel

RESOLUTION

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

SECTION 1. 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 of Sale by and between the City of Lubbock and Audrey Sue Daniel regarding property described as a portion of Section 22, Block JS, Lubbock County, Texas, and related documents. Said Contract of Sale 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.

SECTION 2. THAT the City shall pay all closing costs, fees and charges associated with the purchase of the property.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract of Sale-Daniel, Audrey Sue
October 15, 2013

CONTRACT OF SALE

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract of Sale (the "Contract") is made on this ____ day of _____, 2013, by and between Audrey Sue Daniel (referred to herein as "Seller") and the City of Lubbock, Texas, a Texas home rule municipal corporation (referred to herein as "Buyer").

RECITALS

WHEREAS, Seller owns that certain tract of land being described on Exhibit "A", attached hereto, (the "Land"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to buy from Seller, the Land, the rights appurtenant to the Land, and the fixtures located on the Land (collectively, the "Property").

ARTICLE I
SALE OF PROPERTY

For the consideration hereinafter set forth, and upon the terms, conditions and provisions herein contained, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property.

ARTICLE II
PURCHASE PRICE AND EARNEST MONEY

2.01 Purchase Price. The Purchase Price to be paid to Seller for the Property is the sum of One Million One Hundred Fifty Thousand and no/100 dollars ($1,150,000.00) (the "Purchase Price").

2.02 Earnest Money. Buyer shall deposit the sum of One Thousand and No/100 Dollars ($1,000.00), as Earnest Money (herein so called) with Lubbock Abstract & Title Co., 1216 Texas Avenue, Lubbock, Texas, 79401 (the "Title Company"), as escrow agent, within three (3) business days of the Effective Date, as defined below, of this Contract. All interest earned thereon shall become part of the Earnest Money and shall be applied or disposed of in the same manner as the original Earnest Money deposit, as provided in this Contract. If the purchase contemplated hereunder is consummated in accordance with the terms and the provisions hereof, the Earnest Money, together with all interest earned thereon, shall be applied to the Purchase Price at Closing. In all other events, the Earnest Money, and the interest accrued thereon, shall be disposed of by the Title Company as provided in this Contract.

2.03 Independent Contract Consideration. Within five (5) business days after the Effective Date, as defined below, Buyer shall deliver to Seller a check in the amount of One Hundred and No/100 Dollars ($100.00) (the "Independent Contract Consideration"), which amount the parties hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of the Contract. The Independent Contract Consideration is in addition to, and independent of, any other consideration or payment provided in this Contract, is non-refundable, and shall be retained by Seller notwithstanding any other provision of this Contract.

ARTICLE III
TITLE AND SURVEY

3.01 Title Commitment.

(a) Within fifteen (15) calendar days after the Effective Date, Seller, at Buyer's sole cost and expense, shall cause to be furnished to Buyer a current Commitment for Title Insurance (the "Title Commitment") for the Property, issued by Title Company. The Title Commitment shall set forth the state of title to the Property, including a list of liens, mortgages, security interests, encumbrances, pledges, assignments, claims, charges, leases (surface, space, mineral, or otherwise), conditions, restrictions, options, conditional sales contracts, rights of first refusal, restrictive covenants, exceptions, easements (temporary or permanent), rights-of-way, encroachments, or any other outstanding claims, interests, estates or equities of any nature (each of which are referred to herein as an "Exception").

(b) Along with the Title Commitment, Seller shall also cause to be delivered to Buyer, at Buyer's sole cost and expense, true and correct copies of all instruments that create or evidence Exceptions, including those described in the Title Commitment as exceptions to which the conveyance will be subject and which are required to be released or cured at or prior to Closing.

3.02 Survey. Within twenty (20) calendar days after the Effective Date, Buyer, at Buyer's sole cost and expense, may cause a current on the ground survey for the Property (the "Survey") to be delivered to Buyer. Seller shall furnish any affidavits, certificates, assurances, and/or resolutions required by the Title Company, if any, in order to amend the survey exceptions as required by Section 3.05 below. Unless otherwise agreed by Buyer, the description of the Property as set forth in the Survey shall be used to describe the Property in the deed to convey the Property to Buyer and shall be the description set forth in the Title Policy.

The Survey may include a certified map or plot showing;

(i) the plot to be covered by the deed conveying the Property to Buyer;

(ii) the relation of the point of the beginning of such plot to the monument from which it is fixed;

(iii) all easements showing the recording information therefor by volume and page;

(iv) the established building line, if any;

(v) all easements appurtenant to such plot;

(vi) the boundary line of the street or streets abutting the plot and the width of such streets;

(vii) any encroachments and the extent thereof in terms of distance upon said plot and any easements appurtenant thereto;

(viii) the location of all structures and improvements on said plot with horizontal length of all sides and the relation thereof by distances to (a) all boundary lines of the plot; (b) all easements; (c) established building lines; and (d) street lines.

3.03 Review of Title Commitment, Survey and Exception Documents. Buyer shall have a period of fifteen (15) calendar days (the "Title Review Period") commencing with the day Buyer receives the last of the Title Commitment, the Survey, and the Exception documents, in which to give written notice to Seller, specifying Buyer's objections to one or more of the items ("Objections"), if any. All items set forth in the Schedule C of the Title Commitment, and all other items set forth in the Title Commitment which are required to be released at or prior to Closing, shall be deemed to be Objections.

3.04 Seller's Obligation to Cure; Buyer's Right to Terminate. If Buyer notifies Seller of Objections to any of the matters furnished to Buyer pursuant to Section 3.03, the Seller shall, within fifteen (15) calendar days after Seller is provided notice, either satisfy the Objections at Seller's sole cost and expense or promptly notify Buyer in writing of the Objections that Seller cannot or will not satisfy at Seller's expense. Notwithstanding the foregoing sentence, Seller shall, in any event, be obligated to cure those Objections or Exceptions that are liens or security interests or that have been voluntarily placed on or against the Property by Seller after the Effective Date. If Seller fails or refuses to satisfy any Objections that Seller is not obligated to cure within the allowed fifteen (15) calendar day period, such cure period shall be automatically extended an additional fifteen (15) days. If the obligation remains unsatisfied, and if Buyer and Seller do not agree in writing to an extension of that period, then Buyer has the option of either:

(i) waiving the unsatisfied Objections by, and only by, notice in writing to Seller within forty-five (45) calendar days after the expiration of the Title Review Period, in which event those Objections shall become Permitted Exceptions (herein so called); or

(ii) terminating this Contract by notice in writing and receiving back the Earnest Money, in which latter event Seller and Buyer shall have no further obligations, one to the other, with respect to the subject matter of this Contract.

3.05 Title Policy. At Closing, Seller, at Buyer's sole cost and expense, shall cause a standard Texas Owner Policy of Title Insurance ("Title Policy") to be furnished to Buyer. The Title Policy shall be issued by the Title Company, on behalf of Ticor Title Insurance Company, in the amount of the Purchase Price and insuring that Buyer has indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. The Title Policy may contain only the Permitted Exceptions and shall contain no other exceptions to title, with the standard printed or commonly inserted exceptions amended or deleted, at the option of Buyer, as follows:

(i) survey exception may be amended to read "shortages in area" only (although Schedule C of the Title Commitment may condition amendment on the presentation of an acceptable survey and payment, to be borne solely by Buyer, of any required additional premium);

(ii) no exception will be permitted for "visible and apparent easements" or words to that effect;

(iii) no exception will be permitted for "rights of parties in possession";

(iv) no liens will be shown on Schedule B.

Notwithstanding the enumeration of the following exceptions, amendments and/or deletions, Buyer may object to any Exceptions it deems material, in its sole discretion.

ARTICLE IV
FEASIBILITY REVIEW PERIOD

4.01 Review Period. Any term or provision of this Contract notwithstanding, the obligations of Buyer specified in this Contract are wholly conditioned on Buyer's having determined, in Buyer's sole and absolute discretion, during the period commencing with the Effective Date of this Contract and ending ninety (90) calendar days thereafter (the "Absolute Review Period"), based on such tests, examinations, studies, investigations and inspections of the Property the Buyer deems necessary or desirable, including but not limited to studies or inspections to determine the existence of any environmental hazards or conditions, performed at Buyer's sole cost, that Buyer finds the Property suitable for Buyer's purposes. Buyer is granted the right to conduct engineering and/or market and economic feasibility studies of the Property, and to conduct a physical inspection of the Property, including inspections that invade the surface and subsurface of the Property. If Buyer determines, in its sole judgment, that the Property is not suitable, for any reason, for Buyer's intended use or purpose, the Buyer may terminate this Contract by written notice to the Seller, as soon as reasonably practicable, but in any event prior to the expiration of the Absolute Review Period, in which case the Earnest Money will be

returned to Buyer, and neither Buyer nor Seller shall have any further duties or obligations hereunder.

ARTICLE V
REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS

5.01 Representations and Warranties of Seller. To induce Buyer to enter into this Contract and consummate the sale and purchase of the Property in accordance with the terms and provisions herewith, Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date, except where specific reference is made to another date, that:

(a) The descriptive information concerning the Property set forth in this Contract is complete, accurate, true and correct;

(b) There are no adverse or other parties in possession of the Property or any part thereof, and that no party has been granted any license, lease or other right related to the use or possession of any of the Property, or any part thereof, except those described in the Leases, as defined in Section 5.02(a);

(c) The Seller has good and marketable fee simple title to the Property, subject only to the Permitted Exceptions;

(d) The Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder, and that all requisite actions necessary to authorize Seller to enter into this Contract and to carry out Seller's obligations hereunder have been, or by the Closing, will have been taken;

(e) All utilities (including without limitation, water, gas, sanitary sewer, electricity, trash removal, and telephone service) required by law or necessary for operation of the Property as it is now being operated are available to the Property in sufficient quantities to adequately service the needs of the Property;

(f) The Seller has not received notice of, and has no other knowledge or information of, any pending or threatened judicial or administrative action, or any action pending or threatened by adjacent land owners or other persons against or affecting the Property;

(g) The Seller has disclosed to Buyer in writing of any and all facts and circumstances relating to the physical condition of the Property that may materially and adversely affect the Property and operation or intended operation thereof, or any portion thereof, of which Seller has knowledge;

(h) The Seller has paid all real estate and personal property taxes, assessments, excises, and levies that are presently due which are against or are related to the Property, or will be due as of the Closing, and the Property will be subject to no liens, other than liens for ad valorem taxes for years subsequent to Closing;

(i) All items delivered to Buyer pursuant to Section 5.02(a) and Section 5.03, below, are true, correct and complete in all respects and fairly present the information set forth in a manner that is not misleading;

(j) Seller has not contracted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction, and has not taken any action which would result in any real estate broker commissions or finders fee or other fees payable to any other party with respect to the transactions contemplated in this Contract; and

(k) All Leases, as defined in Section 5.02(a), shall have expired or otherwise terminated on or before the date of Closing.

5.02 Covenants and Agreements of Seller. Seller covenants and agrees with Buyer as follows:

(a) Unless stated otherwise, within three (3) days after the Effective Date, Seller, at Seller's sole cost and expense, shall deliver to Buyer, with respect to the Property, true, correct, and complete copies of the following:

(i) All lease agreements and/or occupancy agreements and/or licenses of any kind or nature relating to the possession of the Property, or any part thereof, including any and all modifications, supplements, and amendments thereto;

(ii) All fire, hazard, liability, builder's risk and other insurance policies held by Seller on the Property;

(iii) The plans and specifications with respect to the Property that Seller possesses or has the right to receive, and copies of all other engineering and architectural plans and specifications in Seller's possession or control; and

(iv) Within ten (10) days after the Effective Date, all valid and subsisting written warranties and guaranties relating to the Property, or any part thereof, together with written statements setting forth the unexpired term of any warranty or guaranty, and stating that they are assignable to Buyer and that the assignment will provide to Buyer full rights and benefits thereof.

(b) From the Effective Date until the date of Closing or earlier termination of this Contract, Seller shall:

(i) Not enter into any written or oral service contract or other agreement of any kind with respect to, or affecting, the Property that will not be fully performed on or before the Closing or would be binding on Buyer or otherwise affect the Property after the date of Closing.

(ii) Advise the Buyer promptly of any litigation, arbitration, or administrative hearing concerning or affecting the Property.

(iii) Not take, or fail to take, any action that would result in a violation of the representations, warranties, covenants, and agreements of Seller.

(iv) Not sell, assign, lease or convey any right, title or interest whatsoever in or to the Property, or create, or permit to exist, any lien, encumbrance, or charge thereon.

(v) Not enter into, or alter or amend, or otherwise modify any Lease without first obtaining the Buyer's written consent.

(vi) Not take, or fail to take, any action that would result in a default under the Farm Lease.

(c) To defend, indemnify and hold Buyer harmless from all loss, liability, and expense, including, without limitation, reasonable attorneys' fees, arising or incurred as a result of any liens or claims resulting from labor or materials furnished to the Property under any written or oral contracts arising or entered into prior to Closing.

5.03 Governmental Programs. The Property is subject to the following government programs, to wit: USDA Coop Program. On or before five (5) days after the Effective Date, Seller shall provide to Buyer true and correct copies of all governmental program agreements. All payments due under said agreements accruing prior to Closing, shall be allocated to Seller, and all of said payments accruing after Closing shall, to the extent permitted by law, be allocated to Buyer. Seller shall execute any and all documents, agreements, contracts or other items necessary to effectuate the allocation of payments as set forth herein.

5.04 Survival Beyond Closing. The representations, warranties, covenants and agreements of Seller and Buyer contained in this Contract shall survive the Closing.

ARTICLE VI
CONDITIONS PRECEDENT TO PERFORMANCE

6.01 Performance of Seller's Obligations. Buyer is not obligated to perform under this Contract unless, within the designated time periods, at Seller's sole cost and expense (except as herein expressly provided to the contrary), all of the following shall have occurred:

(i) Seller has performed, furnished, or caused to be furnished to Buyer all items required to be so performed or furnished under other sections of this Contract; and

(ii) Seller cures or Buyer waives in writing, within the time periods specified in Article III, all of Buyer's objections made in accordance with Article III.

6.02 Breach of Seller's Representations, Warranties, Covenants and Agreements. Buyer is not obligated to perform under this Contract unless all representations, warranties, covenants and agreements of Seller contained in this Contract are true and correct, as of the Effective Date and Closing Date, except where specific reference is made to another date.

6.03 Adverse Change. Buyer shall not be obligated to perform under this Contract, if on the date of Closing, any portion of the Property has been condemned, or is the subject of condemnation, eminent domain, or other material proceeding, or the Property, or any part thereof, has been materially or adversely impaired in any manner, the extent and nature of said damage to be determined in the sole discretion of Buyer.

6.04 Review Period. Buyer shall not be obligated to perform under this Contract if Buyer delivers written notice to Seller pursuant to Section 4.01, that Buyer has determined that the Property is unsuitable to or for Buyer's purposes.

6.05 Buyer's Right to Waive Conditions Precedent. Notwithstanding anything contained in this Contract to the contrary, Buyer may, at Buyer's option, elect to waive any of the conditions precedent to the performance of Buyer's obligations under this Contract by giving to the Seller, at any time prior to Closing, a written waiver specifying the waived condition precedent.

6.06 Buyer's Termination if Conditions Precedent Not Satisfied or Waived. If any of the conditions precedent to the performance of Buyer's obligations under this Contract have not been satisfied or waived by the Buyer, the Buyer may, by giving written notice to Seller, terminate this Contract. On Buyer's termination, the Earnest Money shall be immediately returned to Buyer by the Title Company. The Seller shall, on written request from Buyer, promptly issue the instructions necessary to instruct the Title Company to return to Buyer the Earnest Money and, thereafter, except as otherwise

provided in this Contract, Buyer and Seller shall have no further obligations under this Contract, one to the other.

ARTICLE VII
CLOSING

7.01 Date and Place of Closing. The Closing shall take place in the offices of the Title Company and shall be accomplished through an escrow to be established with the Title Company, as escrowee. The Closing Date (herein sometimes called), shall be on the earlier to occur of (i) five (5) days following the completion of all conditions precedent to Buyer's performance of this Contract as set forth in Article VI hereof, so long as said date is after the expiration of the Absolute Review Period, unless Buyer elects, in its sole discretion, to close prior to the expiration of the Absolute Review Period; or (ii) as mutually agreed on by Seller and Buyer. Unless provided otherwise herein or agreed upon by Buyer and Seller, Closing shall not be later than ninety (90) calendar days after the expiration of the Absolute Review Period.

7.02 Items to be Delivered at the Closing.

(a) Seller. At the Closing, Seller shall deliver or cause to be delivered to Buyer or the Title Company the following items:

(i) The Title Policy, in the form specified in Section 3.05;

(ii) The General Warranty Deed, substantially in the form as attached hereto as Exhibit "B", subject only to the Permitted Exceptions, if any, duly executed by Seller and acknowledged;

(iii) The items described in Section 5.03; and

(iv) Other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

(b) Buyer. At the Closing, Buyer shall deliver to Seller or the Title Company, the following items:

(i) The sum required by Section 2.01 in the form of certified or cashier's check, check or other readily available funds;

(ii) Other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

7.03 Adjustments at Closing. Notwithstanding anything to the contrary contained in this Contract, the provisions of this Section 7.03 shall survive the Closing. The following item shall be adjusted or prorated between Seller and Buyer with respect to the Property:

(i) Ad valorem taxes relating to the Property for the calendar year in which the Closing shall occur shall be prorated between Seller and Buyer as of the Closing Date. If the actual amount of taxes for the calendar year in which the Closing shall occur is not known as of the Closing Date, the proration shall be based on the amount of taxes due and payable with respect to the Property for the preceding calendar year. As soon as the amount of taxes levied against the Property for the calendar year in which the Closing shall occur is known, Seller and Buyer shall readjust in cash the amount of taxes to be paid by each party with the result that Seller shall pay for those taxes attributable to the period of time prior to the Closing Date (including, but not limited to, subsequent assessments for prior years due to change in land usage or ownership) and Buyer shall pay for those taxes attributable to the period of time commencing with the Closing Date.

7.04 Possession at Closing. Possession of the Property shall be delivered to Buyer at Closing.

7.05 Costs of Closing. Each party is responsible for paying the legal fees of its counsel, in negotiating, preparing, and closing the transaction contemplated by this Contract. Seller is responsible for paying fees, costs and expenses related to the release of any liens encumbering the Property and any such fees, costs and expenses identified herein as being the responsibility of Seller. Buyer is responsible for paying fees, costs, expenses identified herein as being the responsibility of Buyer and all fees and expenses related to the reasonable escrow fees of the Title Company and fees for recordation of the General Warranty Deed. If the responsibility for such costs or expenses associated with closing the transaction contemplated by this Contract are not identified herein, such costs or expenses shall be borne by the parties as same are normally assessed by the Title Company in a transaction of this character.

ARTICLE VIII
DEFAULTS AND REMEDIES

8.01 Seller's Defaults and Buyer's Remedies.

(a) Seller's Defaults. Seller is in default under this Contract on the occurrence of any one or more of the following events:

(i) Any of Seller's warranties or representations contained in this Contract are untrue on the Closing Date; or

(ii) Seller fails to meet, comply with or perform any covenant, agreement, condition precedent or obligation on Seller's part required within the time limits and in the manner required in this Contract.

(b) **Buyer's remedies.** If Seller is in default under this Contract, Buyer may, at Buyer's sole option, do any one or more of the following:

(i) Terminate this Contract by written notice delivered to Seller on or before the Closing Date, in which event the Buyer shall be entitled to a return of the Earnest Money;

(ii) Enforce specific performance of this Contract against Seller, requiring Seller to convey the Property to Buyer subject to no liens, encumbrances, exceptions, and conditions other than those shown on the Title Commitment; and

(iii) Seek any other recourse or relief that may be available to Buyer at law or in equity, including bringing a suit for damages. It is expressly agreed and understood that the exercise of any right or remedy by Buyer shall not preclude the concurrent or subsequent exercise of any other right or remedy and all rights and remedies shall be cumulative.

(c) **Return of Earnest Money Deposit.** On the occurrence of any event deemed by Buyer to be a default by Seller under this Contract, in addition to the exercise of rights and remedies set forth in Section 8.01, the Earnest Money, together with the interest thereon, shall be immediately returned to the Buyer by the Title Company. Seller shall, promptly on written request from Buyer, execute and deliver any documents necessary to cause the Title Company to return to Buyer the Earnest Money.

8.02 Buyer's Default, Seller's Remedies.

(a) **Buyer's Default.** Buyer is in default under this Contract if Buyer fails to deliver at Closing, the items specified in Section 7.02(b) of this Contract for any reason other than a default by Seller under this Contract or termination of this Contract pursuant to the terms hereof prior to Closing.

(b) **Seller's Remedy.** If Buyer is in default under this Contract, Seller, as Seller's sole and exclusive remedies for the default, may either (i) enforce specific performance of this Contract against Buyer, requiring Buyer to purchase the Property subject to no liens, encumbrances, exceptions and conditions other than those shown on the Title Commitment; or (ii) terminate this Contract and, following the expiration of five (5) calendar days after Buyer is in receipt of written notice of the default, receive the Earnest Money from the Title Company as liquidated damages.

ARTICLE IX
MISCELLANEOUS

9.01 Notice. 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) the deposit of, in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

SELLER:	BUYER:
Audrey Sue Daniel 4701 N CR 1900 Lubbock, Texas 79415-2014 (806)790-8416 Telecopy: ( )_____	Davy Booher 1625 13th Street Lubbock, Texas 79401 (806)775-2352 Telecopy: (806)775-3074

Copies to:

For Seller:	For Buyer:
_____ _____ _____ ( ) _____ Telecopy: ( ) _____	R. Keith Smith 1625 13th Street Lubbock, Texas 79401 (806) 775-2335 Telecopy: (806)775-3074

The parties may change their address effective in the same manner as other notices provided hereunder.

9.02 Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, the laws of Texas governing the validity, construction, enforcement and interpretation of this Contract. THIS CONTRACT IS PERFORMABLE IN, AND THE EXCLUSIVE VENUE FOR ANY ACTION BROUGHT WITH RESPECT HERETO, SHALL LIE IN LUBBOCK COUNTY, TEXAS.

9.03 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, related to the Property, and may be amended or supplemented only in writing executed by the party against whom enforcement is sought.

9.04 Parties Bound. This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective heirs, executors, administrators, successors and assigns.

9.05 Risk of Loss. If any damage to any of the Property prior to Closing has not been restored to the satisfaction of Buyer, as determined in Buyer's sole discretion, on or

before the date of Closing, or if any condemnation or any eminent domain proceedings are threatened or initiated that might result in the taking of any portion of the Property, Buyer may, at Buyer's option, do any of the following:

(a) Terminate this Contract and withdraw from this transaction without cost, obligation or liability, in which case the Earnest Money shall be immediately returned to Buyer; or

(b) Consummate this Contract, in which case Buyer, with respect to the Property, shall be entitled to receive any insurance or other settlement proceeds paid for, and/or assignment of any cause of action related to, damage to the Property, together with the deductible amount under Seller's insurance covering the Property, if the settlement is through insurance proceeds. If Buyer makes this election, the Closing shall be held on the tenth (10^{th}) calendar day after election is made to close and receive the claim settlement proceeds, as provided herein.

Buyer shall have a period of ten (10) days after receipt of written notification from Seller on the final settlement of all claims in which to make Buyer's election. Closing shall be extended such time as reasonably necessary to allow the determination of the claim settlement proceeds by Seller.

9.06 Further Assurances. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered at the Closing or after the Closing, any further deeds, acts, and assurances as are reasonably necessary to consummate the transactions contemplated hereby.

9.07 Time is of the Essence. It is expressly agreed between Buyer and Seller that time is of the essence with respect to this Contract.

9.08 Exhibits. The Exhibits which are referenced in, and attached to this Contract, are incorporated in and made a part of, this Contract for all purposes.

9.09 Authority. Any action that is provided to be, or may be taken by Buyer hereunder is hereby delegated by the City Council of the City of Lubbock to the Deputy City Manager of the Buyer, or his designee.

9.10 Offer. The execution of this Contract by Seller constitutes an irrevocable offer to sell and convey the Property to Buyer upon the terms provided herein. In the event that the offer made herein is not accepted by Buyer, as evidenced by execution of this Contract by Buyer, on or before twenty (20) calendar days after execution hereof by Seller, the offer made herein shall expire, unless extended by agreement of Seller.

9.11 Effective Date. The Effective Date of this Contract shall be the date of execution hereof by Buyer.

SELLER:

AUDREY SUE DANIEL

Executed by Seller on the 17th day of October 2013.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

Executed by Buyer on the _____ day of _____ 2013.

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

Exhibit "A" to
Contract of Sale

LAND SURVEYORS
CIVIL ENGINEERS

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

EXHIBIT
"A"

120390
City of Lubbock Only

METES AND BOUNDS DESCRIPTION of a 45.001 acre tract of land out of a tract described in County Clerk File Number 2009041200 of the Official Public Records of Lubbock County, Texas (parent Tract), located in Section 22, Block JS, Abstract No. 561, Certificate No. 1262, E. L. & R. R. Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found at the Southeast corner of said parent tract and the Northeast corner of a 7.69 acre tract described in Volume 4991, Page 347 of the Real Property Records of Lubbock County, Texas, which bears S. 88°08'58" E. a distance of 4778.98 feet and S. 01°50'02" W. a distance of 4910.30 feet from the Northwest corner of Section 22, Block JS, Abstract No. 561, Certificate No. 1262, E. L. & R. R. Company Survey, Lubbock County, Texas;

THENCE N. 88°09'43" W., along the Southern Boundary of said parent tract and the Northern boundary of said 7.69 acre tract, a distance of 1000.00 feet to a 1/2" iron rod with cap found in the North Right-of-way line of the A. T. & S. F. Railway as described in Volume 39, Page 548 of the Deed Records of Lubbock County, Texas, at a corner of said parent tract and the Northwest corner of said 7.69 acre tract, being the most Southerly Southwest corner of this tract;

THENCE N. 55°07'13" W., continuing along the Southern boundary of said parent tract and the North right-of-way line of said A. T. & S. F. Railway, a distance of 475.58 feet to a 1/2" iron rod with cap set for the most Westerly Southwest corner of this tract;

THENCE N. 01°50'02" E. a distance of 1277.62 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract;

THENCE S. 88°09'43" E. a distance of 934.92 feet to a 1/2" iron rod with cap set for the most Northerly Northeast corner of this tract;

THENCE S. 36°08'30" E. a distance of 753.63 feet to a 1/2" iron rod with cap set in the Eastern boundary of said parent tract, for the most Easterly Northeast corner of this tract;

THENCE S. 01°50'02" W., along the Eastern boundary of said parent tract, a distance of 942.90 feet to the Point of Beginning.

Contains: 1,960,206 square feet or 45.001 acres

Bearings 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.

Surveyed on the ground
June 1, 2012

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

EXHIBIT "B" to
Contract of Sale

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.

GENERAL WARRANTY DEED

STATE OF TEXAS §

COUNTY OF LUBBOCK § **KNOW ALL MEN BY THESE PRESENTS**

That AUDREY SUE DANIEL, (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00), and other good and valuable consideration to Grantor in hand paid by CITY OF LUBBOCK, (herein called "Grantee"), whose address is 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all the real property in Lubbock County, Texas being described on Exhibit "A", attached hereto, together with all the rights appurtenant to said real property, and fixtures attached thereto or located thereon (the "Property").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the _____ day of _____, 2013.

_____
AUDREY SUE DANIEL

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on this _____ day of _____, 2013, by Audrey Sue Daniel.

_____
Notary Public, State of Texas
My commission expires: _____

Exhibit "A"

To General Warranty Deed

vw/Contract of Sale-Daniel, Audrey Sue
October 15, 2013

Regular City Council Meeting **5. 13.**

Meeting Date: 11/07/2013

Information

Agenda Item

Contract Resolutions - Fleet Services: Consider eight resolutions authorizing the Mayor to execute contract 11527 with Dalton's Automotive Repair, contract 11601 with Pinkerton's Garage & Body, contract 11602 with Bolton Oil Company, Ltd., contract 11603 with Crush It, LLC dba Christian Brothers Automotive, contract 11604 with Scott's Complete Car Care, contract 11605 Williams Brake, Tune & Tire, LLC, contract 11606 with Rapid Oil Change, Inc., and contract 11607 with Express Car Care, Inc. for repair and maintenance of City of Lubbock light duty vehicles, ITB 13-11527-TF.

Item Summary

The contracts establish pricing for automotive services on an as-needed bases for light and medium duty vehicles. Services include oil, filter change, preventive maintenance and repair, inspection services, tire rotation, brake replacement, wheel alignment and roadside assistance.

Bids were received from the following companies:

Bolton Oil Company, Ltd. of Lubbock, TX	$ 347,400
Carlsbad Auto Company, of Lubbock, TX	* NQAS
Express Car Care, Inc. of Lubbock, TX	440,610
Rapid Oli Change, Inc. of Lubbock, TX	617,910
Crush It, LLC of Lubbock, TX	1,365,500
Pinkerton's Garage & Body	1,523,550
Scott's Complete Car Care of Lubbock, TX	1,555,360
Dalton's Automotive Repair of Lubbock, TX	1,624,846
Williams Break, Tune & Tire, LLC of Lubbock, TX	1,727,760
McWhorters, LTD of Lubbock, TX	2,231,790

* NQAS - Not Quoted as Specified. Carlsbad Auto Company of Lubbock, TX bid a price range rather than a unit price as requested on the bid form.

Staff recommends contract award to the lowest bidders. Awarding multiple contracts will minimize downtime and ensure services and repairs in a timely manner.

The bid tabulation is provided. The contract term is for one year with an option to renew four additional one-year terms. The contracts are awarded by the unit price based. The total amount of each contract is based on estimated services needed. Actual expenditures may be more or less depending on actual need. The unit price per service will not change and expenditures will not exceed appropriate funds.

Fiscal Impact

Costs from preventive maintenance and repair of City vehicles is included in the departmental operating budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Dalton's Automotive
Resolution & Contract - Pinkerton's Garage and Body
Resolution & Contract - Bolton's Oil Company
Resolution & Contract - Crush It
Resolution & Contract - Scott's Complete Car Care
Resolution & Contract - Williams Brake Tune Tire
Resolution & Contract - Rapid Oil Change
Resolution & Contract - Express Car Care
ITB 13-11527-TF - Repair and Maint Tab Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11527 for repair and maintenance of City of Lubbock light duty vehicles, by and between the City of Lubbock and Dalton's Automotive Repair, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Dalton's Automotive
October 10, 2013

Contract 11527

City of Lubbock, TX
Contract for Services
Repair and Maintenance of
City of Lubbock Light Duty Vehicles

THIS CONTRACT made and entered into this **7th** day of **November, 2013**, by and between the City of Lubbock ("City"), and **Dalton's Automotive Repair**, of **Lubbock, TX** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Repair and Maintenance of City of Lubbock Light Duty Vehicles and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Repair and Maintenance of City of Lubbock Light Duty Vehicles and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Personal & Adv. Injury	
Contractual Liability	
Products-Comp/Op AGG	
Automotive Liability	
Combined Single Limit	
Aggregate	1,000,000
Garage Liability	
Any Auto	
Auto Only – Each Accident	1,000,000
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	

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

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

The contractor shall also maintain workers compensation insurance in the statutory amount or occupational medical and disability insurance.

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

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

10. This Contract consists of the following documents set forth herein, Invitation to Bid No. 13-11527-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager, Community Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY: _____
Authorized Representative

Joe Dalton
Print Name

9811 Slide Rd.
Address

Lubbock Tx 79424
City, State, Zip Code

REVISED

Bidder's Name: Dalton's Automotive

BID FORM
Repair and Maintenance of City of Lubbock Light Duty Vehicles
City of Lubbock, Texas
ITB No. 13-11527-TF

In compliance with the **Invitation to Bid 13-11527-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11527-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Please indicate if the service is available by checking Y or N

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
1	500	EA	**Passenger Vehicles Preventive Maintenance Services**			
			Change Engine Oil & Filter	X		$ 39.95
			Change Full Synthetic Blend (Dexos-approved) Oil & Filter	X		57.50
			Multi-Point Inspection & Chassis Lubrication	X		N/C
			Power Train/Body Lubrication & Visual Inspection	X		N/C
			Brake Lining Inspection	X		N/C
			Clean & Lubricate Caliper Slide Rails	X		N/C
			Inspect Parking Brake System	X		N/C
			Replace Air Filter	X		15.00
			Replace Crank Case Ventilation Filter, If Equipped	X		15.00
			Inspect Cooling System	X		15.00
			Inspect and Repack Wheel Bearings	X		35.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	X		20.00
			Electronic Fuel Injection – Fuel Filter Replacement	X		36.95
			Inspect Manual Transmission Oil Levels	X		N/C
			Inspect Transfer Case Oil Levels	X		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	X		N/C

***Service Contract: Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: Dalton's Automotive

Please indicate if the service is available by checking Y or N

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE * BID
1	500	EA	**Passenger Vehicles Repair and Other Services**	Y	N	
			Tire Rotation	X		$ 20.00
			2-Wheel Brake Replacement	X		120.00
			4-Wheel Brake Replacement	X		240.00
			Change Engine Coolant	X		62.27
			Spark Plug Replacement – 6 Cylinder	X		99.00
			Spark Plug Replacement – 8 Cylinder	X		120.00
			Automatic Transmission Service – Clean filter & change fluid	X		129.00
			Manual Transmission Oil Change	X		89.50
			Transfer Case Oil Change	X		78.00
			Front Wheel Alignment	X		44.95
			Four Wheel Alignment	X		54.95
			State Inspection	X		14.50
			HVAC Inspection & Leak Detection	X		26.95
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	X		145.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	X		60.00
			Passenger Vehicles Roadside Service	Y	N	
			Is a roadside service truck available?	X		
			What times is the roadside service truck available?	8:00 - 6:00pm		
			What is the fee for roadside service?	$ 45.00		

*** Service Contract: Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name Dalton's Automotive

Please indicate if the service is available by checking Y or N

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE * BID
2	300	EA	**Light Duty Trucks Preventive Maintenance Services**			
			Change Engine Oil & Filter	X		$ 39.95
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	X		57.50
			Multi-Point Inspection & Chassis Lubrication	X		N/C
			Power Tram Body Lubrication & Visual Inspection	X		N/C
			Brake Lining Inspection	X		N/C
			Clean & Lubricate Caliper Slide Rails	X		N/C
			Inspect Parking Brake System	X		N/C
			Replace Air Filter	X		15.00
			Replace Crank Case Ventilation Filter, If Equipped	X		15.00
			Inspect Cooling System	X		15.00
			Inspect and Repack Wheel Bearings	X		35.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	X		20.00
			Electronic Fuel Injection – Fuel Filter Replacement	X		38.95
			Inspect Manual Transmission Oil Levels	X		N/C
			Inspect Transfer Case Oil Levels	X		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	X		N/C
			Light Duty Trucks Repair and Other Services	X	N	
			Tire Rotation	X		20.00
			2-Wheel Brake Replacement	X		120.00
			4-Wheel Brake Replacement	X		240.00
			Change Engine Coolant	X		62.27
			Spark Plug Replacement – 6 Cylinder	X		99.00
			Spark Plug Replacement – 8 Cylinder	X		120.00
			Automatic Transmission Service – Clean filter & change fluid	X		129.00
			Manual Transmission Oil Change	X		89.50
			Transfer Case Oil Change	X		78.00

*** Service Contract: Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Dalton's Automotive

Please indicate if the service is available by checking Y or N

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2	300	EA	**Light Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment	X		$ 44.95
			Four Wheel Alignment	X		54.95
			State Inspection	X		14.50
			HVAC Inspection & Leak Detection	X		26.95
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	X		145.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	X		60.00
			Light Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?	X		
			What times is the roadside service truck available?	8:00-6:00pm		
			What is the fee for roadside service?	$ 45.00		

*** Service Contract: Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: Dalton's Automotive

Please indicate if the service is available by checking Y or N.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE * BID
3	200	EA	**Medium Duty Trucks Preventive Maintenance Services**	Y	N	[redacted]
			Change Engine Oil & Filter	X		$ 79.95
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	X		79.95
			Multi-Point Inspection & Chassis Lubrication	X		N/C
			Power Tram Body Lubrication & Visual Inspection	X		N/C
			Brake Lining Inspection	X		N/C
			Clean & Lubricate Caliper Slide Rails	X		N/C
			Inspect Parking Brake System	X		N/C
			Replace Air Filter	X		34.00
			Replace Crank Case Ventilation Filter, If Equipped	X		20.00
			Inspect Cooling System	X		15.00
			Inspect and Repack Wheel Bearings	X		45.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	X		30.00
			Electronic Fuel Injection – Fuel Filter Replacement	X		60.95
			Inspect Manual Transmission Oil Levels	X		N/C
			Inspect Transfer Case Oil Levels	X		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	X		N/C
			Medium Duty Trucks Repair and Other Services	Y	N	[redacted]
			Tire Rotation	X		20.00
			2-Wheel Brake Replacement	X		135.00
			4-Wheel Brake Replacement	X		270.00
			Change Engine Coolant	X		90.45
			Spark Plug Replacement – 6 Cylinder	X		99.00
			Spark Plug Replacement – 8 Cylinder	X		120.00
			Automatic Transmission Service – Clean filter & change fluid	X		129.00
			Manual Transmission Oil Change	X		89.50
			Transfer Case Oil Change	X		78.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Dalton's Automotive

Please indicate if the service is available by checking Y or N.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE * BID
3.	200	EA	**Medium Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment	X		$ 44.95
			Four Wheel Alignment	X		54.95
			State Inspection	X		14.50
			HVAC Inspection & Leak Detection	X		26.95
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	X		145.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance repairs)	X		60.00
			Medium Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?	X		
			What times is the roadside service truck available?	8:00-6:00pm		
			What is the fee for roadside service?	$ 45.00		

*** Service Contract: Please provide unit pricing for each service capable of providing.**

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

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

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

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

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

REVISED

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

YES X NO ____

If you (the bidder) checked YES, the following will apply:

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

THIS BID IS SUBMITTED BY Daltons Automotive Repair a corporation organized under the laws of the State of Texas, or a partnership consisting of ____ ____ or an individual trading as ____ of the City of Lubbock

Firm Daltons Automotive

Address 9811 Slide Rd.

City Lubbock State Tx Zip 79424

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

By ____ Date 9-24-13

Authorized Representative – must sign by hand

Officer Name and Title Joe Dalton Owner

Please Print

Business Telephone Number 806-794-5500 FAX 806-209-0042

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*: ____ Date P.O./Contract Issued ____

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

Bidder's Name Dalton's Automotive

Compliance Checklist

Additional Service	Can you Comply with the Following?	
	Yes	No
1. Vendor must call City of Lubbock Fleet Department for Work Order number **BEFORE** performing work on vehicle.	✓	
2. Police Department must be allowed to park pre-designated spare vehicles at Vendor's location for use of the officers. These vehicles will need to be kept and maintained by the Vendor.	✓	
3. If work on the vehicle will not be completed in a timely manner, the City of Lubbock Fleet department must be notified.	✓	
4. Emergency vehicles should take priority over other vehicles received by the Vendor.	✓	
5. Vendor must provide original invoice after work has been performed and before payment is made.	✓	
6. Vendor must call City of Lubbock Fleet Department for approval in writing of repairs above and beyond the initial evaluation of required repairs **PRIOR TO** any work being performed.	✓	
7. If work is costly or not normal repair service, Vendor must contact City of Lubbock Fleet Department for approval in writing **PRIOR TO** any work being performed.	✓	
8. The City of Lubbock reserves the right to access and inspect any city vehicle under repair or maintenance and to discuss such repairs with the Vendor contacts	✓	
9. Vendor must not perform any scheduled services in excess of the manufacturers stated intervals without authorization from City of Lubbock Fleet Services.	✓	

By _____ Date 9-24-13
Authorized Representative - must sign by hand

Officer Name and Title: Joe Dalton Owner
Please Print

Dalton's Automotive Repair
of Lubbock, Texas
Exhibit A

Passenger Vehicles Category	Unit Cost
Change Engine Oil & Filter	$ 40
Change Synthetic Blend (Dexos-approved) Oil & Filter	58
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	15
Replace Crank Case Ventilation Filter, If Equipped	15
Inspect Cooling System	15
Inspect and Repack Wheel Bearings	35
Service Battery Terminals	20
Electronic Fuel Injection – Fuel Filter Replacement	37
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	20
2-Wheel Brake Replacement	120
4-Wheel Brake Replacement	240
Change Engine Coolant	62
Spark Plug Replacement – 6 Cylinder	99
Spark Plug Replacement – 8 Cylinder	120
Automatic Transmission Service – Clean filter & change fluid	129
Manual Transmission Oil Change	90
Transfer Case Oil Change	78
Front Wheel Alignment	45
Four Wheel Alignment	55
State Inspection	15
HVAC Inspection & Leak Detection	27
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	145
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repair:	60
Fee for Roadside Service	45

Dalton's Automotive Repair
of Lubbock, Texas
Exhibit A

Light Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 40
Change Synthetic Blend (Dexos-approved) Oil & Filter	58
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	15
Replace Crank Case Ventilation Filter, If Equipped	15
Inspect Cooling System	15
Inspect and Repack Wheel Bearings	35
Service Battery Terminals	20
Electronic Fuel Injection – Fuel Filter Replacement	39
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	20
2-Wheel Brake Replacement	120
4-Wheel Brake Replacement	240
Change Engine Coolant	62
Spark Plug Replacement – 6 Cylinder	99
Spark Plug Replacement – 8 Cylinder	120
Automatic Transmission Service – Clean filter & change fluid	129
Manual Transmission Oil Change	90
Transfer Case Oil Change	78
Front Wheel Alignment	45
Four Wheel Alignment	55
State Inspection	15
HVAC Inspection & Leak Detection	27
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	145
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repair:	60
Fee for Roadside Service	45

Dalton's Automotive Repair
of Lubbock, Texas
Exhibit A

Medium Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 80
Change Synthetic Blend (Dexos-approved) Oil & Filter	80
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	34
Replace Crank Case Ventilation Filter, If Equipped	20
Inspect Cooling System	15
Inspect and Repack Wheel Bearings	45
Service Battery Terminals	30
Electronic Fuel Injection – Fuel Filter Replacement	61
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	20
2-Wheel Brake Replacement	135
4-Wheel Brake Replacement	270
Change Engine Coolant	90
Spark Plug Replacement – 6 Cylinder	99
Spark Plug Replacement – 8 Cylinder	120
Automatic Transmission Service – Clean filter & change fluid	129
Manual Transmission Oil Change	90
Transfer Case Oil Change	78
Front Wheel Alignment	45
Four Wheel Alignment	55
State Inspection	15
HVAC Inspection & Leak Detection	27
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	145
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repair:	60
Fee for Roadside Service	45

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. 11601 for repair and maintenance of City of Lubbock light duty vehicles, by and between the City of Lubbock and Pinkerton's Garage & Body, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Pinkerton's Garage & Body
October 10. 2013

Contract 11601

City of Lubbock, TX
Contract for Services
Repair and Maintenance of
City of Lubbock Light Duty Vehicles

THIS CONTRACT made and entered into this **7th** day of **November, 2013**, by and between the City of Lubbock ("City"), and **Pinkerton's Garage & Body**, of **Lubbock, TX** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Repair and Maintenance of City of Lubbock Light Duty Vehicles and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Repair and Maintenance of City of Lubbock Light Duty Vehicles and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Personal & Adv. Injury	
Contractual Liability	
Products-Comp/Op AGG	
Automotive Liability	
Combined Single Limit	
Aggregate	1,000,000
Garage Liability	
Any Auto	
Auto Only – Each Accident	1,000,000
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	

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

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

The contractor shall also maintain workers compensation insurance in the statutory amount or occupational medical and disability insurance.

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11527-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager,
Community Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

Rick Pinkerton
Print Name

319 Buddy Holly Ave
Address

Lubbock, TX 79401
City, State, Zip Code

REVISED Bidder's Name: Pinkerton's Garage

BID FORM
Repair and Maintenance of City of Lubbock Light Duty Vehicles
City of Lubbock, Texas
ITB No. 13-11527-TF

In compliance with the **Invitation to Bid 13-11527-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11527-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Preventive Maintenance Services**	Y	N	[redacted]
			Change Engine Oil & Filter			$ 34.50
			Change Synthetic (Dexos) Oil & Filter			42.50
			Multi-Point Inspection & Chassis Lubrication			N/C
			Power Train/Body Lubrication & Visual Inspection			30.00
			Brake Lining Inspection			N/C
			Clean & Lubricate Caliper Slide Rails			50.00
			Inspect Parking Brake System			N/C
			Replace Air Filter			25.00
			Replace Crank Case Ventilation Filter, If Equipped			15.00
			Inspect Cooling System			N/C
			Inspect and Repack Wheel Bearings			50.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment			20.00
			Electronic Fuel Injection – Fuel Filter Replacement			60.00
			Inspect Manual Transmission Oil Levels			N/C
			Inspect Transfer Case Oil Levels			N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components			N/C

***Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Pinkerton's Garage

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Repair and Other Services**	Y	N	
			Tire Rotation			$ 10.00
			2-Wheel Brake Replacement			70.00
			4-Wheel Brake Replacement			140.00
			Change Engine Coolant			34.50
			Spark Plug Replacement – 6 Cylinder			85.00
			Spark Plug Replacement – 8 Cylinder			130.00
			Automatic Transmission Service – Clean filter & change fluid			100.00
			Manual Transmission Oil Change			50.00
			Transfer Case Oil Change			40.00
			Front Wheel Alignment			55.00
			Four Wheel Alignment			110.00
			State Inspection			14.50
			HVAC Inspection & Leak Detection			45.00
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			175.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			62.50
			Passenger Vehicles Roadside Service	Y	N	
			Is a roadside service truck available?			yes
			What times is the roadside service truck available?			8-6 M-F
			What is the fee for roadside service?			$ 50.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Pinkerton's Garage

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter			$ 34.50
			Change Synthetic (Dexos) Oil & Filter			42.50
			Multi-Point Inspection & Chassis Lubrication			N/C
			Power Train/Body Lubrication & Visual Inspection			25.00
			Brake Lining Inspection			N/C
			Clean & Lubricate Caliper Slide Rails			50.00
			Inspect Parking Brake System			N/C
			Replace Air Filter			25.00
			Replace Crank Case Ventilation Filter, If Equipped			15.00
			Inspect Cooling System			N/C
			Inspect and Repack Wheel Bearings			60.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment			30.00
			Electronic Fuel Injection – Fuel Filter Replacement			60.00
			Inspect Manual Transmission Oil Levels			N/C
			Inspect Transfer Case Oil Levels			N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components			N/C
			Light Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation			10.00
			2-Wheel Brake Replacement			70.00
			4-Wheel Brake Replacement			140.00
			Change Engine Coolant			30.00
			Spark Plug Replacement – 6 Cylinder			45.00
			Spark Plug Replacement – 8 Cylinder			130.00
			Automatic Transmission Service – Clean filter & change fluid			100.00
			Manual Transmission Oil Change			50.00
			Transfer Case Oil Change			40.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Pinkerton's Garage

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment			$ 50.00
			Four Wheel Alignment			110.00
			State Inspection			14.50
			HVAC Inspection & Leak Detection			45.00
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			175.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			62.50
			Light Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?			Yes
			What times is the roadside service truck available?			8-6 M-F
			What is the fee for roadside service?			$ 50.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Pinkertons Garage

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter			$ 34.50
			Change Synthetic (Dexos) Oil & Filter			42.50
			Multi-Point Inspection & Chassis Lubrication			N/C
			Power Train/Body Lubrication & Visual Inspection			30.00
			Brake Lining Inspection			N/C
			Clean & Lubricate Caliper Slide Rails			50.00
			Inspect Parking Brake System			N/C
			Replace Air Filter			25.00
			Replace Crank Case Ventilation Filter, If Equipped			20.00
			Inspect Cooling System			N/C
			Inspect and Repack Wheel Bearings			62.50
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment			30.00
			Electronic Fuel Injection – Fuel Filter Replacement			60.00
			Inspect Manual Transmission Oil Levels			N/C
			Inspect Transfer Case Oil Levels			N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components			N/C
			Medium Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation			10.00
			2-Wheel Brake Replacement			85.00
			4-Wheel Brake Replacement			170.00
			Change Engine Coolant			30.00
			Spark Plug Replacement – 6 Cylinder			85.00
			Spark Plug Replacement – 8 Cylinder			130.00
			Automatic Transmission Service – Clean filter & change fluid			100.00
			Manual Transmission Oil Change			50.00
			Transfer Case Oil Change			40.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Pinkertons Garage

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment			$ 50.00
			Four Wheel Alignment			125.00
			State Inspection			14.50
			HVAC Inspection & Leak Detection			55.00
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			200.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			66.50
			Medium Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?			Yes
			What times is the roadside service truck available?			4-6 M-F
			What is the fee for roadside service?			$ 50.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

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

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

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

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

REVISED

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY Pinkerton's Garage + Body a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or an individual trading as Pinkerton's Garage + Body of the City of Lubbock

Firm: Pinkertons Garage + Body

Address: 319 Buddy Holly

City: Lubbock TX State: TX Zip 79401

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

By _____ Date: 9-19-13

Authorized Representative - must sign by hand

Officer Name and Title: Rick Pinkerton, owner

Please Print

Business Telephone Number 806 765 9719 FAX: 806 765 5228

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

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

Bidder's Name: Pinkerton's Garage

Compliance Checklist

Additional Service	Can you Comply with the Following?	
	Yes	No
1. Vendor must call City of Lubbock Fleet Department for Work Order number **BEFORE** performing work on vehicle.	✓	
2. Police Department must be allowed to park pre-designated spare vehicles at Vendor's location for use of the officers. These vehicles will need to be kept and maintained by the Vendor.	✓	
3. If work on the vehicle will not be completed in a timely manner, the City of Lubbock Fleet department must be notified.	✓	
4. Emergency vehicles should take priority over other vehicles received by the Vendor.	✓	
5. Vendor must provide original invoice after work has been performed and before payment is made.	✓	
6. Vendor must call City of Lubbock Fleet Department for approval in writing of repairs above and beyond the initial evaluation of required repairs **PRIOR TO** any work being performed.	✓	
7. If work is costly or not normal repair service, Vendor must contact City of Lubbock Fleet Department for approval in writing **PRIOR TO** any work being performed.	✓	
8. The City of Lubbock reserves the right to access and inspect any city vehicle under repair or maintenance and to discuss such repairs with the Vendor contacts.	✓	
9. Vendor must not perform any scheduled services in excess of the manufacturers stated intervals without authorization from City of Lubbock Fleet Services.	✓	

By _____ Date: 9-19-13

Authorized Representative - must sign by hand

Officer Name and Title: Rick Pinkerton, owner

Please Print

Pinkerton's Garage & Body
of Lubbock, Texas
Exhibit A

Passenger Vehicles Category	Unit Cost
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	43
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	30
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	50
Inspect Parking Brake System	N/C
Replace Air Filter	25
Replace Crank Case Ventilation Filter, If Equipped	15
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	50
Service Battery Terminals	20
Electronic Fuel Injection – Fuel Filter Replacement	60
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	10
2-Wheel Brake Replacement	70
4-Wheel Brake Replacement	140
Change Engine Coolant	35
Spark Plug Replacement – 6 Cylinder	85
Spark Plug Replacement – 8 Cylinder	130
Automatic Transmission Service – Clean filter & change fluid	100
Manual Transmission Oil Change	50
Transfer Case Oil Change	40
Front Wheel Alignment	55
Four Wheel Alignment	110
State Inspection	15
HVAC Inspection & Leak Detection	45
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	175
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	63
Fee for Roadside Service	50

Pinkerton's Garage & Body
of Lubbock, Texas
Exhibit A

Light Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	43
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	25
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	50
Inspect Parking Brake System	N/C
Replace Air Filter	25
Replace Crank Case Ventilation Filter, If Equipped	15
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	60
Service Battery Terminals	30
Electronic Fuel Injection – Fuel Filter Replacement	60
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	10
2-Wheel Brake Replacement	70
4-Wheel Brake Replacement	140
Change Engine Coolant	30
Spark Plug Replacement – 6 Cylinder	85
Spark Plug Replacement – 8 Cylinder	130
Automatic Transmission Service – Clean filter & change fluid	100
Manual Transmission Oil Change	50
Transfer Case Oil Change	40
Front Wheel Alignment	50
Four Wheel Alignment	110
State Inspection	15
HVAC Inspection & Leak Detection	45
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	175
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	63
Fee for Roadside Service	50

Pinkerton's Garage & Body
of Lubbock, Texas
Exhibit A

Medium Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	43
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	30
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	50
Inspect Parking Brake System	N/C
Replace Air Filter	25
Replace Crank Case Ventilation Filter, If Equipped	20
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	63
Service Battery Terminals	30
Electronic Fuel Injection – Fuel Filter Replacement	60
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	10
2-Wheel Brake Replacement	85
4-Wheel Brake Replacement	170
Change Engine Coolant	30
Spark Plug Replacement – 6 Cylinder	85
Spark Plug Replacement – 8 Cylinder	130
Automatic Transmission Service – Clean filter & change fluid	100
Manual Transmission Oil Change	50
Transfer Case Oil Change	40
Front Wheel Alignment	50
Four Wheel Alignment	125
State Inspection	15
HVAC Inspection & Leak Detection	55
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	200
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	67
Fee for Roadside Service	50

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. 11602 for repair and maintenance of City of Lubbock light duty vehicles, by and between the City of Lubbock and Bolton Oil Company, Ltd., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Bolton Oil
October 10, 2013

City of Lubbock, TX
Contract for Services
Repair and Maintenance of
City of Lubbock Light Duty Vehicles

THIS CONTRACT made and entered into this **7th** day of **November, 2013**, by and between the City of Lubbock ("City"), and **Bolton Oil Company, Ltd.**, of **Lubbock, TX** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Repair and Maintenance of City of Lubbock Light Duty Vehicles and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Repair and Maintenance of City of Lubbock Light Duty Vehicles and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A-

VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Personal & Adv. Injury	
Contractual Liability	
Products-Comp/Op AGG	
Automotive Liability	
Combined Single Limit	
Aggregate	1,000,000
Garage Liability	
Any Auto	
Auto Only – Each Accident	1,000,000
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	

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

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

The contractor shall also maintain workers compensation insurance in the statutory amount or occupational medical and disability insurance.

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

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

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11527-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager,
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

CONTRACTOR

BY Scott Bolton
Authorized Representative

Scott Bolton
Print Name

Bolton Oil Company, Ltd
P.O. Box 3176
Address

Lubbock, Texas 79452
City, State, Zip Code

BOLTON OIL COMPANY, Ltd
PO BOX 3176
LUBBOCK, TX 79452

REVISED

Bidder's Name

BID FORM
Repair and Maintenance of City of Lubbock Light Duty Vehicles
City of Lubbock, Texas
ITB No. 13-11527-TF

In compliance with the **Invitation to Bid 13-11527-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11527-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Preventive Maintenance Services**			
			Change Engine Oil & Filter	✓		$ 34.99
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	✓		39.99
			Multi-Point Inspection & Chassis Lubrication	✓		—
			Power Train/Body Lubrication & Visual Inspection	✓		—
			Brake Lining Inspection			
			Clean & Lubricate Caliper Slide Rails			
			Inspect Parking Brake System			
			Replace Air Filter	✓		9.99
			Replace Crank Case Ventilation Filter, If Equipped			
			Inspect Cooling System			
			Inspect and Repack Wheel Bearings			
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment			
			Electronic Fuel Injection – Fuel Filter Replacement	✓		59.99
			Inspect Manual Transmission Oil Levels	✓		—
			Inspect Transfer Case Oil Levels	✓		—
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components			

***Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: BOLTON OIL COMPANY, Ltd
PO BOX 3176
~~LUBBOCK, TX 79452~~

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Repair and Other Services**	Y	N	
			Tire Rotation	✓		$ 12.50
			2-Wheel Brake Replacement			
			4-Wheel Brake Replacement			
			Change Engine Coolant	✓		87.99
			Spark Plug Replacement – 6 Cylinder			
			Spark Plug Replacement – 8 Cylinder			
			Automatic Transmission Service – Clean filter & change fluid	✓		79.99
			Manual Transmission Oil Change			
			Transfer Case Oil Change			
			Front Wheel Alignment			
			Four Wheel Alignment			
			State Inspection	✓		14.50
			HVAC Inspection & Leak Detection			
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			
			Passenger Vehicles Roadside Service	Y	N	
			Is a roadside service truck available?		✓	
			What times is the roadside service truck available?			
			What is the fee for roadside service?	$		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

BOLTON OIL COMPANY, ctd
PO BOX 3176
LUBBOCK, TX 79452

REVISED

Bidder's Name:

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Preventive Maintenance Services**	Y	N	[redacted]
			Change Engine Oil & Filter	✓		$ 34.99
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	✓		39.99
			Multi-Point Inspection & Chassis Lubrication	✓		—
			Power Train/Body Lubrication & Visual Inspection	✓		—
			Brake Lining Inspection			
			Clean & Lubricate Caliper Slide Rails			
			Inspect Parking Brake System			
			Replace Air Filter	✓		9.99
			Replace Crank Case Ventilation Filter, If Equipped			
			Inspect Cooling System			
			Inspect and Repack Wheel Bearings			
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment			
			Electronic Fuel Injection – Fuel Filter Replacement	✓		59.99
			Inspect Manual Transmission Oil Levels	✓		—
			Inspect Transfer Case Oil Levels	✓		—
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components			
			Light Duty Trucks Repair and Other Services	Y	N	[redacted]
			Tire Rotation	✓		12.50
			2-Wheel Brake Replacement			
			4-Wheel Brake Replacement			
			Change Engine Coolant	✓		87.99
			Spark Plug Replacement – 6 Cylinder			
			Spark Plug Replacement – 8 Cylinder			
			Automatic Transmission Service – Clean filter & change fluid	✓		79.99
			Manual Transmission Oil Change			
			Transfer Case Oil Change			

*** Service Contract; Please provide unit pricing for each service capable of providing.**

BOLTON OIL COMPANY, Ltd
PO BOX 3176
LUBBOCK, TX 79452

REVISED

Bidder's Name: _____

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Repair and Other Services**	Y	N	[redacted]
			Front Wheel Alignment			$
			Four Wheel Alignment			
			State Inspection	✓		14.50
			HVAC Inspection & Leak Detection			
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			
			Light Duty Trucks Roadside Service	Y	N	[redacted]
			Is a roadside service truck available?		✓	
			What times is the roadside service truck available?			
			What is the fee for roadside service?	$		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

BOLTON OIL COMPANY, Ltd
PO BOX 3176
LUBBOCK, TX 79452

REVISED

Bidder's Name:

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Preventive Maintenance Services**	Y	N	[redacted]
			Change Engine Oil & Filter	✓		$ 58.99
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	✓		45.99
			Multi-Point Inspection & Chassis Lubrication	✓		—
			Power Train/Body Lubrication & Visual Inspection	✓		—
			Brake Lining Inspection			
			Clean & Lubricate Caliper Slide Rails			
			Inspect Parking Brake System			
			Replace Air Filter	✓		29.99
			Replace Crank Case Ventilation Filter, If Equipped			
			Inspect Cooling System			
			Inspect and Repack Wheel Bearings			
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment			
			Electronic Fuel Injection – Fuel Filter Replacement	✓		59.99
			Inspect Manual Transmission Oil Levels	✓		—
			Inspect Transfer Case Oil Levels	✓		—
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components			
			Medium Duty Trucks Repair and Other Services	Y	N	[redacted]
			Tire Rotation			
			2-Wheel Brake Replacement			
			4-Wheel Brake Replacement			
			Change Engine Coolant	✓		87.99
			Spark Plug Replacement – 6 Cylinder			
			Spark Plug Replacement – 8 Cylinder			
			Automatic Transmission Service – Clean filter & change fluid	✓		79.99
			Manual Transmission Oil Change			
			Transfer Case Oil Change			

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: BOLTON OIL COMPANY, Ltd
PO BOX 3176
LUBBOCK, TX 79452

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Repair and Other Services**	Y	N	[redacted]
			Front Wheel Alignment			$
			Four Wheel Alignment			
			State Inspection	✓		14.50
			HVAC Inspection & Leak Detection			
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			
			Medium Duty Trucks Roadside Service	Y	N	[redacted]
			Is a roadside service truck available?		✓	
			What times is the roadside service truck available?			
			What is the fee for roadside service?	$		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

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

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

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

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

REVISED

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

YES_____ NO ✓

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

THIS BID IS SUBMITTED BY_____ a corporation organized under the laws of the State of _____, or a partnership consisting of Bolton Oil Company, Ltd _____ or an individual trading as _____ of the City of _____

_____

Firm: BOLTON OIL COMPANY, Ltd

Address: PO BOX 3176

City: LUBBOCK, TX 79452 State:_____ Zip_____

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

By Scott Bolton Date: 9-23-13

Authorized Representative - must sign by hand

Officer Name and Title: Scott Bolton Co-Owner

Please Print

Business Telephone Number 806-747-1629 FAX: 806-747-2721

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*:_____ Date P.O./Contract Issued:_____

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

Bidder's Name: BOLTON OIL COMPANY, Ltd
PO BOX 3176
LUBBOCK, TX 79452

Compliance Checklist

Additional Service	Can you Comply with the Following?	
	Yes	No
1. Vendor must call City of Lubbock Fleet Department for Work Order number **BEFORE** performing work on vehicle.	✓	
2. Police Department must be allowed to park pre-designated spare vehicles at Vendor's location for use of the officers. These vehicles will need to be kept and maintained by the Vendor.		✓
3. If work on the vehicle will not be completed in a timely manner, the City of Lubbock Fleet department must be notified.	✓	
4. Emergency vehicles should take priority over other vehicles received by the Vendor.	✓	
5. Vendor must provide original invoice after work has been performed and before payment is made.	✓	
6. Vendor must call City of Lubbock Fleet Department for approval in writing of repairs above and beyond the initial evaluation of required repairs **PRIOR TO** any work being performed.	✓	
7. If work is costly or not normal repair service, Vendor must contact City of Lubbock Fleet Department for approval in writing **PRIOR TO** any work being performed.	✓	
8. The City of Lubbock reserves the right to access and inspect any city vehicle under repair or maintenance and to discuss such repairs with the Vendor contacts.	✓	
9. Vendor must not perform any scheduled services in excess of the manufacturers stated intervals without authorization from City of Lubbock Fleet Services.	✓	

By Scott Bolton Date: 9-23-13
Authorized Representative - must sign by hand

Officer Name and Title: Scott Bolton Co-Owner
Please Print

Bolton Oil Company, Ltd.
of Lubbock, Texas
Exhibit A

Passenger Vehicles Category	**Unit Cost**
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	40
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	10
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	NO BID
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	NO BID
Electronic Fuel Injection – Fuel Filter Replacement	60
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	13
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	88
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	80
Manual Transmission Oil Change	NO BID
Transfer Case Oil Change	NO BID
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repair	NO BID
Fee for Roadside Service	NO BID

Bolton Oil Company, Ltd.
of Lubbock, Texas
Exhibit A

Light Duty Truck Category	**Unit Cost**
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	40
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	10
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	NO BID
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	NO BID
Electronic Fuel Injection – Fuel Filter Replacement	60
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	13
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	88
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	80
Manual Transmission Oil Change	NO BID
Transfer Case Oil Change	NO BID
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repair	NO BID
Fee for Roadside Service	NO BID

Bolton Oil Company, Ltd.
of Lubbock, Texas
Exhibit A

Medium Duty Truck Category	**Unit Cost**
Change Engine Oil & Filter	$ 59
Change Synthetic Blend (Dexos-approved) Oil & Filter	46
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	30
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	NO BID
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	NO BID
Electronic Fuel Injection – Fuel Filter Replacement	60
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	NO BID
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	88
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	80
Manual Transmission Oil Change	NO BID
Transfer Case Oil Change	NO BID
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repair	NO BID
Fee for Roadside Service	NO BID

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. 11603 for repair and maintenance of City of Lubbock light duty vehicles, by and between the City of Lubbock and Crush It, LLC d/b/a Christian Brothers Automotive, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Crush It, LLC
October 10, 2013

Contract 11603

City of Lubbock, TX
Contract for Services
Repair and Maintenance of
City of Lubbock Light Duty Vehicles

THIS CONTRACT made and entered into this **7th** day of **November, 2013**, by and between the City of Lubbock ("City"), and **Crush It, LLC dba Christian Brothers Automotive**, of **Lubbock, TX** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Repair and Maintenance of City of Lubbock Light Duty Vehicles and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Repair and Maintenance of City of Lubbock Light Duty Vehicles and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The

policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Personal & Adv. Injury	
Contractual Liability	
Products-Comp/Op AGG	
Automotive Liability	
Combined Single Limit	
Aggregate	1,000,000
Garage Liability	
Any Auto	
Auto Only – Each Accident	1,000,000
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	

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

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

The contractor shall also maintain workers compensation insurance in the statutory amount or occupational medical and disability insurance.

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11527-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager,
Community Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

Ron Bostick
Print Name

6207 82nd St.
Address

Lubbock, TX 79424
City, State, Zip Code

ORIGINAL

REVISED

Bidder's Name: CHRISTIAN BROTHERS AUTO
RON BOSTICK

BID FORM
Repair and Maintenance of City of Lubbock Light Duty Vehicles
City of Lubbock, Texas
ITB No. 13-11527-TF

In compliance with the **Invitation to Bid 13-11527-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11527-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	Y		$ 37.00
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		42.00
			Multi-Point Inspection & Chassis Lubrication	Y		N/C
			Power Train/Body Lubrication & Visual Inspection	Y		N/C
			Brake Lining Inspection	Y		N/C
			Clean & Lubricate Caliper Slide Rails	Y		N/C
			Inspect Parking Brake System	Y		N/C
			Replace Air Filter	Y		19.00
			Replace Crank Case Ventilation Filter, If Equipped	Y		9.00
			Inspect Cooling System	Y		N/C
			Inspect and Repack Wheel Bearings	Y		46.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		10.00
			Electronic Fuel Injection – Fuel Filter Replacement	Y		53.00
			Inspect Manual Transmission Oil Levels	Y		N/C
			Inspect Transfer Case Oil Levels	Y		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	Y		N/C

***Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: CHRISTIAN BROTHERS AUTO
ROW BOSTICK

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Repair and Other Services**	Y	N	
			Tire Rotation	Y		$ 9.00
			2-Wheel Brake Replacement	Y		135.00
			4-Wheel Brake Replacement	Y		260.00
			Change Engine Coolant	Y		60.00
			Spark Plug Replacement – 6 Cylinder	Y		73.00
			Spark Plug Replacement – 8 Cylinder	Y		93.00
			Automatic Transmission Service – Clean filter & change fluid	Y		72.00
			Manual Transmission Oil Change	Y		50.00
			Transfer Case Oil Change	Y		50.00
			Front Wheel Alignment	Y		55.00
			Four Wheel Alignment	Y		70.00
			State Inspection	Y		15.00
			HVAC Inspection & Leak Detection	Y		N/C
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	Y		125.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	Y		65.00
			Passenger Vehicles Roadside Service	Y	N	
			Is a roadside service truck available?		N	N/A
			What times is the roadside service truck available?			N/A
			What is the fee for roadside service?	$		N/A

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: CHRISTIAN BROTHERS AUTO
RON BOSTICK

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	Y		$ 37.00
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		42.00
			Multi-Point Inspection & Chassis Lubrication	Y		N/C
			Power Train/Body Lubrication & Visual Inspection	Y		N/C
			Brake Lining Inspection	Y		N/C
			Clean & Lubricate Caliper Slide Rails	Y		N/C
			Inspect Parking Brake System	Y		N/C
			Replace Air Filter	Y		19.00
			Replace Crank Case Ventilation Filter, If Equipped	Y		9.00
			Inspect Cooling System	Y		N/C
			Inspect and Repack Wheel Bearings	Y		47.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		10.00
			Electronic Fuel Injection – Fuel Filter Replacement	Y		53.00
			Inspect Manual Transmission Oil Levels	Y		N/C
			Inspect Transfer Case Oil Levels	Y		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	Y		N/C
			Light Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation	Y		9.00
			2-Wheel Brake Replacement	Y		135.00
			4-Wheel Brake Replacement	Y		260.00
			Change Engine Coolant	Y		60.00
			Spark Plug Replacement – 6 Cylinder	Y		73.00
			Spark Plug Replacement – 8 Cylinder	Y		93.00
			Automatic Transmission Service – Clean filter & change fluid	Y		72.00
			Manual Transmission Oil Change	Y		50.00
			Transfer Case Oil Change	Y		50.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: CHRISTIAN BROTHERS AUTO
RON BOSTICK

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment	Y		$ 55.00
			Four Wheel Alignment	Y		70.00
			State Inspection	Y		15.00
			HVAC Inspection & Leak Detection	Y		N/C
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	Y		125.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	Y		65.00
			Light Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?		N	N/A
			What times is the roadside service truck available?	N/A		
			What is the fee for roadside service?	$ N/A		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: CHRISTIAN BROTHERS AUTO RON BOSTICK

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	Y		$ 37.00
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		42.00
			Multi-Point Inspection & Chassis Lubrication	Y		N/C
			Power Train/Body Lubrication & Visual Inspection	Y		N/C
			Brake Lining Inspection	Y		N/C
			Clean & Lubricate Caliper Slide Rails	Y		N/C
			Inspect Parking Brake System	Y		N/C
			Replace Air Filter	Y		19.00
			Replace Crank Case Ventilation Filter, If Equipped	Y		9.00
			Inspect Cooling System	Y		N/C
			Inspect and Repack Wheel Bearings	Y		47.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		10.00
			Electronic Fuel Injection – Fuel Filter Replacement	Y		53.00
			Inspect Manual Transmission Oil Levels	Y		N/C
			Inspect Transfer Case Oil Levels	Y		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	Y		N/C
			Medium Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation	Y		9.00
			2-Wheel Brake Replacement	Y		185.00
			4-Wheel Brake Replacement	Y		295.00
			Change Engine Coolant	Y		60.00
			Spark Plug Replacement – 6 Cylinder	Y		73.00
			Spark Plug Replacement – 8 Cylinder	Y		93.00
			Automatic Transmission Service – Clean filter & change fluid	Y		72.00
			Manual Transmission Oil Change	Y		50.00
			Transfer Case Oil Change	Y		50.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: CHRISTIAN BROTHERS AUTO
RON BOSTICK

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment	Y		$ 55.00
			Four Wheel Alignment	Y		70.00
			State Inspection	Y		15.00
			HVAC Inspection & Leak Detection	Y		N/C
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	Y		125.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	Y		65.00
			Medium Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?		N	N/A
			What times is the roadside service truck available?			N/A
			What is the fee for roadside service?	$		N/A

*** Service Contract; Please provide unit pricing for each service capable of providing.**

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 2 %, net 10 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

REVISED

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY CRUSH IT, LLC a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ _____ or an individual trading as _____ of the City of LUBBOCK

Firm: CRUSH IT, LLC DBA CHRISTIAN BROTHERS AUTOMOTIVE

Address: 6207 82ND STREET

City: LUBBOCK State: TX Zip 79424

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

By _____ Date: 09/23/2013

Authorized Representative - must sign by hand

Officer Name and Title: RON BOSTICK OWNER

Please Print

Business Telephone Number 806-794-1200 FAX: 806-783-9921

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

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

Bidder's Name: CHRISTIAN BROTHERS AUTO
RON BOSTICK

Compliance Checklist

Additional Service	Can you Comply with the Following?	
	Yes	No
1. Vendor must call City of Lubbock Fleet Department for Work Order number **BEFORE** performing work on vehicle.	✓	
2. Police Department must be allowed to park pre-designated spare vehicles at Vendor's location for use of the officers. These vehicles will need to be kept and maintained by the Vendor.	✓	
3. If work on the vehicle will not be completed in a timely manner, the City of Lubbock Fleet department must be notified.	✓	
4. Emergency vehicles should take priority over other vehicles received by the Vendor.	✓	
5. Vendor must provide original invoice after work has been performed and before payment is made.	✓	
6. Vendor must call City of Lubbock Fleet Department for approval in writing of repairs above and beyond the initial evaluation of required repairs **PRIOR TO** any work being performed.	✓	
7. If work is costly or not normal repair service, Vendor must contact City of Lubbock Fleet Department for approval in writing **PRIOR TO** any work being performed.	✓	
8. The City of Lubbock reserves the right to access and inspect any city vehicle under repair or maintenance and to discuss such repairs with the Vendor contacts.	✓	
9. Vendor must not perform any scheduled services in excess of the manufacturers stated intervals without authorization from City of Lubbock Fleet Services.	✓	

By _____ Date: 09/23/2013

Authorized Representative - must sign by hand

Officer Name and Title: RON BOSTICK OWNER

Please Print

Crush It, LLC dba Christian Brother's Automotive
of Lubbock, Texas
Exhibit A

Passenger Vehicles Category	**Unit Cost**
Change Engine Oil & Filter	$ 37
Change Synthetic Blend (Dexos-approved) Oil & Filter	42
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	19
Replace Crank Case Ventilation Filter, If Equipped	9
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	46
Service Battery Terminals	10
Electronic Fuel Injection – Fuel Filter Replacement	53
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	9
2-Wheel Brake Replacement	135
4-Wheel Brake Replacement	260
Change Engine Coolant	60
Spark Plug Replacement – 6 Cylinder	73
Spark Plug Replacement – 8 Cylinder	93
Automatic Transmission Service – Clean filter & change fluid	72
Manual Transmission Oil Change	50
Transfer Case Oil Change	50
Front Wheel Alignment	55
Four Wheel Alignment	70
State Inspection	15
HVAC Inspection & Leak Detection	N/C
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	125
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	65
Fee for Roadside Service	No Bid

Crush It, LLC dba Christian Brother's Automotive
of Lubbock, Texas
Exhibit A

Light Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 37
Change Synthetic Blend (Dexos-approved) Oil & Filter	42
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	19
Replace Crank Case Ventilation Filter, If Equipped	9
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	47
Service Battery Terminals	10
Electronic Fuel Injection – Fuel Filter Replacement	53
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	9
2-Wheel Brake Replacement	135
4-Wheel Brake Replacement	260
Change Engine Coolant	60
Spark Plug Replacement – 6 Cylinder	73
Spark Plug Replacement – 8 Cylinder	93
Automatic Transmission Service – Clean filter & change fluid	72
Manual Transmission Oil Change	50
Transfer Case Oil Change	50
Front Wheel Alignment	55
Four Wheel Alignment	70
State Inspection	15
HVAC Inspection & Leak Detection	N/C
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	125
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	65
Fee for Roadside Service	No Bid

Crush It, LLC dba Christian Brother's Automotive
of Lubbock, Texas
Exhibit A

Medium Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 37
Change Synthetic Blend (Dexos-approved) Oil & Filter	42
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	19
Replace Crank Case Ventilation Filter, If Equipped	9
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	47
Service Battery Terminals	10
Electronic Fuel Injection – Fuel Filter Replacement	53
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	9
2-Wheel Brake Replacement	185
4-Wheel Brake Replacement	295
Change Engine Coolant	60
Spark Plug Replacement – 6 Cylinder	73
Spark Plug Replacement – 8 Cylinder	93
Automatic Transmission Service – Clean filter & change fluid	72
Manual Transmission Oil Change	50
Transfer Case Oil Change	50
Front Wheel Alignment	55
Four Wheel Alignment	70
State Inspection	15
HVAC Inspection & Leak Detection	N/C
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	125
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	65
Fee for Roadside Service	No Bid

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. 11604 for repair and maintenance of City of Lubbock light duty vehicles, by and between the City of Lubbock and Scott's Complete Car Care, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Scott's Complete Car
October 10, 2013

Contract 11604

City of Lubbock, TX
Contract for Services
Repair and Maintenance of
City of Lubbock Light Duty Vehicles

THIS CONTRACT made and entered into this **7th** day of **November, 2013**, by and between the City of Lubbock ("City"), and **Scott's Complete Car Care**, of **Lubbock, TX** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Repair and Maintenance of City of Lubbock Light Duty Vehicles and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Repair and Maintenance of City of Lubbock Light Duty Vehicles and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Personal & Adv. Injury	
Contractual Liability	
Products-Comp/Op AGG	
Automotive Liability	
Combined Single Limit	
Aggregate	1,000,000
Garage Liability	
Any Auto	
Auto Only – Each Accident	1,000,000
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	

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

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

The contractor shall also maintain workers compensation insurance in the statutory amount or occupational medical and disability insurance.

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11527-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager,
Community Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY _____
Authorized Representative

William Scott Egert
Print Name

2506 34th St
Address

Lubbock, TX 79410
City, State, Zip Code

Bidder's Name: Scotts Complete Car Care

BID FORM
Repair and Maintenance of City of Lubbock Light Duty Vehicles
City of Lubbock, Texas
ITB No. 13-11527-TF

In compliance with the **Invitation to Bid 13-11527-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form,** conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11527-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Please indicate if the service is available by checking Y or N.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	✓		$34.95
			Change Full Synthetic (Dexos) Oil & Filter	✓		39.95
			Multi-Point Inspection & Chassis Lubrication	✓		NC
			Power Train/Body Lubrication & Visual Inspection	✓		NC
			Brake Lining Inspection	✓		NC
			Clean & Lubricate Caliper Slide Rails	✓		NC
			Inspect Parking Brake System	✓		NC
			Replace Air Filter	✓		14.95
			Replace Crank Case Ventilation Filter, If Equipped	✓		6.95
			Inspect Cooling System	✓		NC
			Inspect and Repack Wheel Bearings	✓		48.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	✓		8.50
			Electronic Fuel Injection – Fuel Filter Replacement	✓		49.95
			Inspect Manual Transmission Oil Levels	✓		NC
			Inspect Transfer Case Oil Levels	✓		NC
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	✓		NC

***Service Contract; Please provide unit pricing for each service capable of providing.**

Bidder's Name: Scott's Complete Car Care

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Repair and Other Services**	Y	N	
			Tire Rotation	√		$8.00
			2-Wheel Brake Replacement	√		129.95
			4-Wheel Brake Replacement	√		249.95
			Change Engine Coolant	√		59.95
			Spark Plug Replacement – 6 Cylinder	√		89.95
			Spark Plug Replacement – 8 Cylinder	√		129.95
			Automatic Transmission Service – Clean filter & change fluid	√		137.09
			Manual Transmission Oil Change	√		49.95
			Transfer Case Oil Change	√		49.95
			Front Wheel Alignment	√		59.95
			Four Wheel Alignment	√		89.95
			State Inspection	√		14.50
			HVAC Inspection & Leak Detection	√		NC
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	√		119.95
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	√		59.50
			Passenger Vehicles Roadside Service	Y	N	
			Is a roadside service truck available?	√		YES
			What times is the roadside service truck available?	8-6 M-F		
			What is the fee for roadside service?	$ 59.50		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

Bidder's Name: Scott's Complete Car Care

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	✓		$ 34.95
			Change Full Synthetic (Dexos) Oil & Filter	✓		39.95
			Multi-Point Inspection & Chassis Lubrication	✓		NC
			Power Train/Body Lubrication & Visual Inspection	✓		NC
			Brake Lining Inspection	✓		NC
			Clean & Lubricate Caliper Slide Rails	✓		NC
			Inspect Parking Brake System	✓		NC
			Replace Air Filter	✓		18.99
			Replace Crank Case Ventilation Filter, If Equipped	✓		6.95
			Inspect Cooling System	✓		NC
			Inspect and Repack Wheel Bearings	✓		48.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	✓		8.50
			Electronic Fuel Injection – Fuel Filter Replacement	✓		49.95
			Inspect Manual Transmission Oil Levels	✓		NC
			Inspect Transfer Case Oil Levels	✓		NC
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	✓		NC
			Light Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation	✓		8.00
			2-Wheel Brake Replacement	✓		129.95
			4-Wheel Brake Replacement	✓		249.95
			Change Engine Coolant	✓		59.95
			Spark Plug Replacement – 6 Cylinder	✓		89.95
			Spark Plug Replacement – 8 Cylinder	✓		129.95
			Automatic Transmission Service – Clean filter & change fluid	✓		137.09
			Manual Transmission Oil Change	✓		49.95
			Transfer Case Oil Change	✓		49.95

*** Service Contract; Please provide unit pricing for each service capable of providing.**

Bidder's Name: Scott's Complete Car Care

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment	✓		$ 59.95
			Four Wheel Alignment	✓		89.95
			State Inspection	✓		14.50
			HVAC Inspection & Leak Detection	✓		NC
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	✓		119.95
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	✓		59.50
			Light Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?	✓		YES
			What times is the roadside service truck available?	8-6 M-F		
			What is the fee for roadside service?	$ 59.50		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

Bidder's Name: Scott's Complete Car Care

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	✓		$34.95
			Change Full Synthetic (Dexos) Oil & Filter	✓		39.95
			Multi-Point Inspection & Chassis Lubrication	✓		NC
			Power Train/Body Lubrication & Visual Inspection	✓		NC
			Brake Lining Inspection	✓		NC
			Clean & Lubricate Caliper Slide Rails	✓		NC
			Inspect Parking Brake System	✓		NC
			Replace Air Filter	✓		18.99
			Replace Crank Case Ventilation Filter, If Equipped	✓		6.95
			Inspect Cooling System	✓		NC
			Inspect and Repack Wheel Bearings	✓		48.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	✓		8.50
			Electronic Fuel Injection – Fuel Filter Replacement	✓		49.95
			Inspect Manual Transmission Oil Levels	✓		NC
			Inspect Transfer Case Oil Levels	✓		NC
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	✓		NC
			Medium Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation	✓		8.00
			2-Wheel Brake Replacement	✓		149.95
			4-Wheel Brake Replacement	✓		289.95
			Change Engine Coolant	✓		59.95
			Spark Plug Replacement – 6 Cylinder	✓		89.95
			Spark Plug Replacement – 8 Cylinder	✓		129.95
			Automatic Transmission Service – Clean filter & change fluid	✓		137.09
			Manual Transmission Oil Change	✓		49.95
			Transfer Case Oil Change	✓		49.95

*** Service Contract; Please provide unit pricing for each service capable of providing.**

Bidder's Name: Scott's Complete Car Care

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment	✓		$59.95
			Four Wheel Alignment	✓		89.95
			State Inspection	✓		14.50
			HVAC Inspection & Leak Detection	✓		NC
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	✓		119.95
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	✓		59.50
			Medium Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?	✓		YES
			What times is the roadside service truck available?	8-6 M-F		
			What is the fee for roadside service?	$ 59.50		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

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

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

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

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

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

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY Scott's Complete Care Care (Genuine Automotive Services) (Greater Automotive Services) a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ _____ or an individual trading as _____ of the City of _____

Firm: Scott's Complete Car Care

Address: 2506 34th st

City: Lubbock, State: TX Zip 79410

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American	✓	Other (Specify) White (male)

By _____ Date: 9/20/2013

Authorized Representative - must sign by hand

Officer Name and Title: William Scott Egert, Owner

Please Print

Business Telephone Number (806) 785-9882 FAX: (806) 785-2444

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

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

Bidder's Name: Scott's Complete Car Care

Compliance Checklist

Additional Service	Can you Comply with the Following?	
	Yes	No
1. Vendor must call City of Lubbock Fleet Department for Work Order number **BEFORE** performing work on vehicle.	✓	
2. Police Department must be allowed to park pre-designated spare vehicles at Vendor's location for use of the officers. These vehicles will need to be kept and maintained by the Vendor.	✓	
3. If work on the vehicle will not be completed in a timely manner, the City of Lubbock Fleet department must be notified.	✓	
4. Emergency vehicles should take priority over other vehicles received by the Vendor.	✓	
5. Vendor must provide original invoice after work has been performed and before payment is made.	✓	
6. Vendor must call City of Lubbock Fleet Department for approval in writing of repairs above and beyond the initial evaluation of required repairs **PRIOR TO** any work being performed.	✓	
7. If work is costly or not normal repair service, Vendor must contact City of Lubbock Fleet Department for approval in writing **PRIOR TO** any work being performed.	✓	
8. The City of Lubbock reserves the right to access and inspect any city vehicle under repair or maintenance and to discuss such repairs with the Vendor contacts.	✓	
9. Vendor must not perform any scheduled services in excess of the manufacturers stated intervals without authorization from City of Lubbock Fleet Services.	✓	

By _____ Date: 9/20/2013
Authorized Representative - must sign by hand

Officer Name and Title: William Scott Egert, Owner
Please Print

Scott's Complete Car Care
of Lubbock, Texas
Exhibit A

Passenger Vehicles Category	Unit Cost
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	40
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	15
Replace Crank Case Ventilation Filter, If Equipped	7
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	48
Service Battery Terminals	9
Electronic Fuel Injection – Fuel Filter Replacement	50
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	8
2-Wheel Brake Replacement	130
4-Wheel Brake Replacement	250
Change Engine Coolant	60
Spark Plug Replacement – 6 Cylinder	90
Spark Plug Replacement – 8 Cylinder	130
Automatic Transmission Service – Clean filter & change fluid	137
Manual Transmission Oil Change	50
Transfer Case Oil Change	50
Front Wheel Alignment	60
Four Wheel Alignment	90
State Inspection	15
HVAC Inspection & Leak Detection	N/C
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	120
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	60
Fee for Roadside Service	60

Scott's Complete Car Care
of Lubbock, Texas
Exhibit A

Light Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	40
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	19
Replace Crank Case Ventilation Filter, If Equipped	7
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	48
Service Battery Terminals	9
Electronic Fuel Injection – Fuel Filter Replacement	50
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	8
2-Wheel Brake Replacement	130
4-Wheel Brake Replacement	250
Change Engine Coolant	60
Spark Plug Replacement – 6 Cylinder	90
Spark Plug Replacement – 8 Cylinder	130
Automatic Transmission Service – Clean filter & change fluid	137
Manual Transmission Oil Change	50
Transfer Case Oil Change	50
Front Wheel Alignment	60
Four Wheel Alignment	90
State Inspection	15
HVAC Inspection & Leak Detection	N/C
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	120
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	60
Fee for Roadside Service	60

Scott's Complete Car Care
of Lubbock, Texas
Exhibit A

Medium Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	40
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	N/C
Inspect Parking Brake System	N/C
Replace Air Filter	19
Replace Crank Case Ventilation Filter, If Equipped	7
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	48
Service Battery Terminals	9
Electronic Fuel Injection – Fuel Filter Replacement	50
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	8
2-Wheel Brake Replacement	150
4-Wheel Brake Replacement	290
Change Engine Coolant	60
Spark Plug Replacement – 6 Cylinder	90
Spark Plug Replacement – 8 Cylinder	130
Automatic Transmission Service – Clean filter & change fluid	137
Manual Transmission Oil Change	50
Transfer Case Oil Change	50
Front Wheel Alignment	60
Four Wheel Alignment	90
State Inspection	15
HVAC Inspection & Leak Detection	N/C
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	120
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	60
Fee for Roadside Service	60

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. 11605 for repair and maintenance of City of Lubbock light duty vehicles, by and between the City of Lubbock and Williams Brake, Tune & Tire, LLC, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Williams Brake, Tune & Tire
October 10, 2013

Contract 11605

City of Lubbock, TX
Contract for Services
Repair and Maintenance of
City of Lubbock Light Duty Vehicles

THIS CONTRACT made and entered into this **7th** day of **November, 2013**, by and between the City of Lubbock ("City"), and **Williams Brake, Tune & Tire, LLC**, of **Lubbock, TX** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Repair and Maintenance of City of Lubbock Light Duty Vehicles and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Repair and Maintenance of City of Lubbock Light Duty Vehicles and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Personal & Adv. Injury	
Contractual Liability	
Products-Comp/Op AGG	
Automotive Liability	
Combined Single Limit	
Aggregate	1,000,000
Garage Liability	
Any Auto	
Auto Only – Each Accident	1,000,000
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	

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

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

The contractor shall also maintain workers compensation insurance in the statutory amount or occupational medical and disability insurance.

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11527-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager,
Community Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY
Authorized Representative

Larry Williams
Print Name

311-19th Street
Address

Lubbock, Tx 79401
City, State, Zip Code

REVISED Bidder's Name: Williams Brake, Tune & Tire, LL

BID FORM
Repair and Maintenance of City of Lubbock Light Duty Vehicles
City of Lubbock, Texas
ITB No. 13-11527-TF

In compliance with the **Invitation to Bid 13-11527-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11527-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	Y		$ 34.90
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		39.90
			Multi-Point Inspection & Chassis Lubrication	Y		7.50
			Power Train/Body Lubrication & Visual Inspection	Y		7.50
			Brake Lining Inspection	Y		N/C
			Clean & Lubricate Caliper Slide Rails	Y		15.00
			Inspect Parking Brake System	Y		N/C
			Replace Air Filter	Y		17.40
			Replace Crank Case Ventilation Filter, If Equipped	Y		7.50
			Inspect Cooling System	Y		N/C
			Inspect and Repack Wheel Bearings	Y		35.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		15.00
			Electronic Fuel Injection – Fuel Filter Replacement	Y		53.00
			Inspect Manual Transmission Oil Levels	Y		N/C
			Inspect Transfer Case Oil Levels	Y		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	Y		N/C

***Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Williams Brake, Tune+Tire, LLC

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Repair and Other Services**	Y	N	
			Tire Rotation	Y		$ 15.00
			2-Wheel Brake Replacement	Y		139.00
			4-Wheel Brake Replacement	Y		278.00
			Change Engine Coolant	Y		79.00
			Spark Plug Replacement – 6 Cylinder	Y		79.00
			Spark Plug Replacement – 8 Cylinder	Y		99.00
			Automatic Transmission Service – Clean filter & change fluid	Y		129.00
			Manual Transmission Oil Change	Y		69.00
			Transfer Case Oil Change	Y		69.00
			Front Wheel Alignment	Y		69.00
			Four Wheel Alignment	Y		99.00
			State Inspection	Y		14.50
			HVAC Inspection & Leak Detection	Y		70.00
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	Y		119.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	Y		80.00
			Passenger Vehicles Roadside Service	Y	N	
			Is a roadside service truck available?	Y		
			What times is the roadside service truck available?	7:30am - 5:30pm Monday - Friday		
			What is the fee for roadside service?	$ 47.50		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Williams Brake, Tune + Tire, LLC

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	Y		$ 34.90
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		39.90
			Multi-Point Inspection & Chassis Lubrication	Y		7.50
			Power Train/Body Lubrication & Visual Inspection	Y		7.50
			Brake Lining Inspection	Y		N/C
			Clean & Lubricate Caliper Slide Rails	Y		15.00
			Inspect Parking Brake System	Y		N/C
			Replace Air Filter	Y		17.40
			Replace Crank Case Ventilation Filter, If Equipped	Y		7.50
			Inspect Cooling System	Y		N/C
			Inspect and Repack Wheel Bearings	Y		35.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		15.00
			Electronic Fuel Injection – Fuel Filter Replacement	Y		53.00
			Inspect Manual Transmission Oil Levels	Y		N/C
			Inspect Transfer Case Oil Levels	Y		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	Y		N/C
			Light Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation	Y		15.00
			2-Wheel Brake Replacement	Y		139.00
			4-Wheel Brake Replacement	Y		278.00
			Change Engine Coolant	Y		79.00
			Spark Plug Replacement – 6 Cylinder	Y		79.00
			Spark Plug Replacement – 8 Cylinder	Y		99.00
			Automatic Transmission Service – Clean filter & change fluid	Y		129.00
			Manual Transmission Oil Change	Y		69.00
			Transfer Case Oil Change	Y		69.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: Williams Brake, Tune & Tire LLC

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment	Y		$ 69.00
			Four Wheel Alignment	Y		99.00
			State Inspection	Y		14.50
			HVAC Inspection & Leak Detection	Y		70.00
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	Y		119.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	Y		80.00
			Light Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?	Y		
			What times is the roadside service truck available?	7:30am - 5:30pm Monday-Friday		
			What is the fee for roadside service?	$ 47.50		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name Williams Brake, Tune-Up, LLC

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter	Y		$ 34.90
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		39.90
			Multi-Point Inspection & Chassis Lubrication	Y		15.00
			Power Train/Body Lubrication & Visual Inspection	Y		15.00
			Brake Lining Inspection	Y		N/C
			Clean & Lubricate Caliper Slide Rails	Y		35.00
			Inspect Parking Brake System	Y		N/C
			Replace Air Filter	Y		22.20
			Replace Crank Case Ventilation Filter, If Equipped	Y		15.00
			Inspect Cooling System	Y		N/C
			Inspect and Repack Wheel Bearings	Y		60.00
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		15.00
			Electronic Fuel Injection – Fuel Filter Replacement	Y		63.00
			Inspect Manual Transmission Oil Levels	Y		N/C
			Inspect Transfer Case Oil Levels	Y		N/C
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components	Y		N/C
			Medium Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation	Y		20.00
			2-Wheel Brake Replacement	Y		149.00
			4-Wheel Brake Replacement	Y		298.00
			Change Engine Coolant	Y		89.00
			Spark Plug Replacement – 6 Cylinder	Y		109.00
			Spark Plug Replacement – 8 Cylinder	Y		129.00
			Automatic Transmission Service – Clean filter & change fluid	Y		120.00
			Manual Transmission Oil Change	Y		89.00
			Transfer Case Oil Change	Y		89.00

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: Williams Brake, Turner Tire, LLC

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment	Y		$ 60.00
			Four Wheel Alignment	Y		90.00
			State Inspection	Y		14.50
			HVAC Inspection & Leak Detection	Y		70.00
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	Y		119.00
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	Y		80.00
			Medium Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?	Y		
			What times is the roadside service truck available?	7:30am - 5:30pm Monday-Friday		
			What is the fee for roadside service?	$ 47.50		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

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

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

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

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

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

REVISED

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY Williams Brake Tune + Tire, LLC a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ _____ or an individual trading as _____ of the City of _____ _____

Firm: Williams Brake, Tune & Tire, LLC
Address: 311-19th Street
City: Lubbock State: Texas Zip 79401

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

By _____ Date: 9-23-13
Authorized Representative - must sign by hand

Officer Name and Title: Larry Williams, President
Please Print

Business Telephone Number 806-747-8863 FAX: 806-747-4382

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

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

Bidder's Name: Williams Brake Tune & Tire, LLC

Compliance Checklist

Additional Service	Can you Comply with the Following?	
	Yes	No
1. Vendor must call City of Lubbock Fleet Department for Work Order number **BEFORE** performing work on vehicle.	✓	
2. Police Department must be allowed to park pre-designated spare vehicles at Vendor's location for use of the officers. These vehicles will need to be kept and maintained by the Vendor.	✓	
3. If work on the vehicle will not be completed in a timely manner, the City of Lubbock Fleet department must be notified.	✓	
4. Emergency vehicles should take priority over other vehicles received by the Vendor.	✓	
5. Vendor must provide original invoice after work has been performed and before payment is made.	✓	
6. Vendor must call City of Lubbock Fleet Department for approval in writing of repairs above and beyond the initial evaluation of required repairs **PRIOR TO** any work being performed.	✓	
7. If work is costly or not normal repair service, Vendor must contact City of Lubbock Fleet Department for approval in writing **PRIOR TO** any work being performed.	✓	
8. The City of Lubbock reserves the right to access and inspect any city vehicle under repair or maintenance and to discuss such repairs with the Vendor contacts.	✓	
9. Vendor must not perform any scheduled services in excess of the manufacturers stated intervals without authorization from City of Lubbock Fleet Services.	✓	

By: Larry Williams Date: 9-23-13

Authorized Representative - must sign by hand

Officer Name and Title: Larry Williams, President

Please Print

Williams Brake, Tune & Tire, LLC
of Lubbock, Texas
Exhibit A

Passenger Vehicles Category	Unit Cost
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	40
Multi-Point Inspection & Chassis Lubrication	8
Power Train/Body Lubrication & Visual Inspection	8
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	15
Inspect Parking Brake System	N/C
Replace Air Filter	17
Replace Crank Case Ventilation Filter, If Equipped	8
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	35
Service Battery Terminals	15
Electronic Fuel Injection – Fuel Filter Replacement	53
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	15
2-Wheel Brake Replacement	139
4-Wheel Brake Replacement	278
Change Engine Coolant	79
Spark Plug Replacement – 6 Cylinder	79
Spark Plug Replacement – 8 Cylinder	99
Automatic Transmission Service – Clean filter & change fluid	129
Manual Transmission Oil Change	69
Transfer Case Oil Change	69
Front Wheel Alignment	69
Four Wheel Alignment	99
State Inspection	15
HVAC Inspection & Leak Detection	70
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	119
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	80
Fee for Roadside Service	48

Williams Brake, Tune & Tire, LLC
of Lubbock, Texas
Exhibit A

Light Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	40
Multi-Point Inspection & Chassis Lubrication	8
Power Train/Body Lubrication & Visual Inspection	8
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	15
Inspect Parking Brake System	N/C
Replace Air Filter	17
Replace Crank Case Ventilation Filter, If Equipped	8
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	35
Service Battery Terminals	15
Electronic Fuel Injection – Fuel Filter Replacement	53
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	15
2-Wheel Brake Replacement	139
4-Wheel Brake Replacement	278
Change Engine Coolant	79
Spark Plug Replacement – 6 Cylinder	79
Spark Plug Replacement – 8 Cylinder	99
Automatic Transmission Service – Clean filter & change fluid	129
Manual Transmission Oil Change	69
Transfer Case Oil Change	69
Front Wheel Alignment	69
Four Wheel Alignment	99
State Inspection	15
HVAC Inspection & Leak Detection	70
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	119
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	80
Fee for Roadside Service	48

Williams Brake, Tune & Tire, LLC
of Lubbock, Texas
Exhibit A

Medium Duty Truck Category	**Unit Cost**
Change Engine Oil & Filter	$ 35
Change Synthetic Blend (Dexos-approved) Oil & Filter	40
Multi-Point Inspection & Chassis Lubrication	15
Power Train/Body Lubrication & Visual Inspection	15
Brake Lining Inspection	N/C
Clean & Lubricate Caliper Slide Rails	35
Inspect Parking Brake System	N/C
Replace Air Filter	22
Replace Crank Case Ventilation Filter, If Equipped	15
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	60
Service Battery Terminals	15
Electronic Fuel Injection – Fuel Filter Replacement	63
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	N/C
Tire Rotation	20
2-Wheel Brake Replacement	149
4-Wheel Brake Replacement	298
Change Engine Coolant	89
Spark Plug Replacement – 6 Cylinder	109
Spark Plug Replacement – 8 Cylinder	129
Automatic Transmission Service – Clean filter & change fluid	120
Manual Transmission Oil Change	89
Transfer Case Oil Change	89
Front Wheel Alignment	60
Four Wheel Alignment	90
State Inspection	15
HVAC Inspection & Leak Detection	70
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	119
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	80
Fee for Roadside Service	48

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. 11606 for repair and maintenance of City of Lubbock light duty vehicles, by and between the City of Lubbock and Rapid Oil Change, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Rapid Oil Change
October 10, 2013

Contract 11606

City of Lubbock, TX
Contract for Services
Repair and Maintenance of
City of Lubbock Light Duty Vehicles

THIS CONTRACT made and entered into this **7th** day of **November, 2013**, by and between the City of Lubbock ("City"), and **Rapid Oil Change, Inc.**, of **Lubbock, TX** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Repair and Maintenance of City of Lubbock Light Duty Vehicles and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Repair and Maintenance of City of Lubbock Light Duty Vehicles and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Personal & Adv. Injury	
Contractual Liability	
Products-Comp/Op AGG	
Automotive Liability	
Combined Single Limit	
Aggregate	1,000,000
Garage Liability	
Any Auto	
Auto Only – Each Accident	1,000,000
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	

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

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

The contractor shall also maintain workers compensation insurance in the statutory amount or occupational medical and disability insurance.

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11527-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager, Community Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY Steven Hope
Authorized Representative

STEVEN HOPE
Print Name

7302 INDIANA AVE.
Address

LUBBOCK, TX. 79423
City, State, Zip Code

REVISED Bidder's Name: RAPID OIL CHANGE, INC

BID FORM
Repair and Maintenance of City of Lubbock Light Duty Vehicles
City of Lubbock, Texas
ITB No. 13-11527-TF

In compliance with the **Invitation to Bid 13-11527-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11527-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION	Y	N	UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Preventive Maintenance Services**	Y	N	
* OIL CHANGE QUOTES ARE BASED ON 5 QUART SERVICE, USING GASOLINE ENGINE OIL.			* Change Engine Oil & Filter	✓		$ 31.95
			* Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	✓		$ 52.95
			Multi-Point Inspection & Chassis Lubrication	✓		N/A
			Power Train/Body Lubrication & Visual Inspection	✓		N/A
			Brake Lining Inspection		✓	
			Clean & Lubricate Caliper Slide Rails		✓	
			Inspect Parking Brake System		✓	
			Replace Air Filter	✓		UP TO $21.95
			Replace Crank Case Ventilation Filter, If Equipped		✓	
			Inspect Cooling System	✓		N/A
			Inspect and Repack Wheel Bearings		✓	
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	✓		N/A
0 PRICE BASED FOR GASOLINE ENGINES			0 Electronic Fuel Injection – Fuel Filter Replacement	✓		$ 36.95
			Inspect Manual Transmission Oil Levels	✓		N/A
			Inspect Transfer Case Oil Levels	✓		N/A
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components		✓	

***Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: RAPID OIL CHANGE

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Repair and Other Services**	Y	N	
			Tire Rotation		✓	$
			2-Wheel Brake Replacement		✓	
			4-Wheel Brake Replacement		✓	
			Change Engine Coolant	✓		$109.95
			Spark Plug Replacement – 6 Cylinder		✓	
			Spark Plug Replacement – 8 Cylinder		✓	
			Automatic Transmission Service – Clean filter & change fluid	✓		$169.95
			Manual Transmission Oil Change	✓		$89.95
			Transfer Case Oil Change	✓		$89.95
			Front Wheel Alignment		✓	
			Four Wheel Alignment		✓	
			State Inspection	✓		$14.50
			HVAC Inspection & Leak Detection		✓	
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant		✓	
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)		✓	N/A
			Passenger Vehicles Roadside Service	Y	N	
			Is a roadside service truck available?		✓	
			What times is the roadside service truck available?	N/A		
			What is the fee for roadside service?	$ N/A		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: RAPID OIL CHANGE

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Preventive Maintenance Services**	Y	N	
*OIL CHANGE QUOTES ARE BASED ON 5 QUART SERVICE, USING GASOLINE ENGINE OIL.			Change Engine Oil & Filter	✓		$ 31.95
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	✓		$ 52.95
			Multi-Point Inspection & Chassis Lubrication	✓		N/A
			Power Train/Body Lubrication & Visual Inspection	✓		N/A
			Brake Lining Inspection		✓	
			Clean & Lubricate Caliper Slide Rails		✓	
			Inspect Parking Brake System		✓	
			Replace Air Filter	✓		UP TO $21.95
			Replace Crank Case Ventilation Filter, If Equipped		✓	
			Inspect Cooling System	✓		N/A
			Inspect and Repack Wheel Bearings		✓	
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	✓		N/A
°PRICE BASED FOR GASOLINE ENGINES			°Electronic Fuel Injection – Fuel Filter Replacement	✓	✓	$ 36.95
			Inspect Manual Transmission Oil Levels	✓		N/A
			Inspect Transfer Case Oil Levels	✓		N/A
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components		✓	
			Light Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation		✓	
			2-Wheel Brake Replacement		✓	
			4-Wheel Brake Replacement		✓	
			Change Engine Coolant	✓		$ 109.95
			Spark Plug Replacement – 6 Cylinder		✓	
			Spark Plug Replacement – 8 Cylinder		✓	
			Automatic Transmission Service – Clean filter & change fluid	✓		$ 169.95
			Manual Transmission Oil Change	✓		$ 89.95
			Transfer Case Oil Change	✓		$ 89.95

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: RAPID OIL CHANGE

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment		✓	$
			Four Wheel Alignment		✓	
			State Inspection	✓		$14.50
			HVAC Inspection & Leak Detection		✓	
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant		✓	
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)		✓	N/A
			Light Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?		✓	
			What times is the roadside service truck available?	N/A		
			What is the fee for roadside service?	$ N/A		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

NOTE - DIESEL OIL CHANGE PRICING

FORD - 6.0L & 6.4L - $94.95
7.3L - $84.95
6.7L - $104.95

CHEVY - $78.95
DODGE - $78.95

NOTE - DIESEL FUEL FILTERS RANGE FROM $59.95 TO $99.95 DEPENDING ON THE MAKE AND YEAR MODEL.

REVISED Bidder's Name: RAPID OIL CHANGE

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Preventive Maintenance Services**	Y	N	
* OIL CHANGE QUOTES ARE BASED ON 5 QUART SERVICE, USING GASOLINE ENGINE OIL.			*Change Engine Oil & Filter	✓		$ 31.95
			*Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	✓		$ 52.95
			Multi-Point Inspection & Chassis Lubrication	✓		N/A
			Power Train/Body Lubrication & Visual Inspection	✓		N/A
			Brake Lining Inspection		✓	
			Clean & Lubricate Caliper Slide Rails		✓	
			Inspect Parking Brake System		✓	
			Replace Air Filter	✓		UP TO $21.95
			Replace Crank Case Ventilation Filter, If Equipped		✓	
			Inspect Cooling System	✓		N/A
			Inspect and Repack Wheel Bearings		✓	
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	✓		N/A
° PRICE BASED FOR GASOLINE ENGINES			°Electronic Fuel Injection – Fuel Filter Replacement	✓		$ 36.95
			Inspect Manual Transmission Oil Levels	✓		N/A
			Inspect Transfer Case Oil Levels	✓		N/A
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components		✓	
			Medium Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation		✓	
			2-Wheel Brake Replacement		✓	
			4-Wheel Brake Replacement		✓	
			Change Engine Coolant	✓		$ 109.95
			Spark Plug Replacement – 6 Cylinder		✓	
			Spark Plug Replacement – 8 Cylinder		✓	
			Automatic Transmission Service – Clean filter & change fluid	✓		$ 169.95
			Manual Transmission Oil Change	✓		$ 89.95
			Transfer Case Oil Change	✓		$ 89.95

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: RAPID OIL CHANGE

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Repair and Other Services**	Y	N	[redacted]
			Front Wheel Alignment		✓	$
			Four Wheel Alignment		✓	
			State Inspection	✓		$ 14.50
			HVAC Inspection & Leak Detection		✓	
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant		✓	
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)		✓	N/A
			Medium Duty Trucks Roadside Service	Y	N	[redacted]
			Is a roadside service truck available?		✓	
			What times is the roadside service truck available?	N/A		
			What is the fee for roadside service?	$ N/A		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

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

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

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

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

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

REVISED

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY RAPID OIL CHANGE, INC a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ _____ or an individual trading as _____ of the City of _____

Firm: RAPID OIL CHANGE, INC

Address: 7302 INDIANA AVE

City: LUBBOCK State: TX Zip 79423

M/WBE Firm:

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

By Steven Hope Date: 9-24-13

Authorized Representative - must sign by hand

Officer Name and Title: STEVEN HOPE, DISTRICT MANAGER

Please Print

Business Telephone Number 806-791-1045 FAX: 806-791-1179

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

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

Bidder's Name: RAPID OIL CHANGE

Compliance Checklist

Additional Service	Can you Comply with the Following?	
	Yes	**No**
1. Vendor must call City of Lubbock Fleet Department for Work Order number **BEFORE** performing work on vehicle.	✓	
2. Police Department must be allowed to park pre-designated spare vehicles at Vendor's location for use of the officers. These vehicles will need to be kept and maintained by the Vendor.		✓
3. If work on the vehicle will not be completed in a timely manner, the City of Lubbock Fleet department must be notified.	✓	
4. Emergency vehicles should take priority over other vehicles received by the Vendor.	✓	
5. Vendor must provide original invoice after work has been performed and before payment is made.	✓	
6. Vendor must call City of Lubbock Fleet Department for approval in writing of repairs above and beyond the initial evaluation of required repairs **PRIOR TO** any work being performed.	✓	
7. If work is costly or not normal repair service, Vendor must contact City of Lubbock Fleet Department for approval in writing **PRIOR TO** any work being performed.	✓	
8. The City of Lubbock reserves the right to access and inspect any city vehicle under repair or maintenance and to discuss such repairs with the Vendor contacts.	✓	
9. Vendor must not perform any scheduled services in excess of the manufacturers stated intervals without authorization from City of Lubbock Fleet Services.	✓	

By Steven Hope Date: 9-24-13

Authorized Representative - must sign by hand

Officer Name and Title: STEVEN HOPE, DISTRICT MANAGER

Please Print

Rapid Oil Change, Inc.
of Lubbock, Texas
Exhibit A

Passenger Vehicles Category	**Unit Cost**
Change Engine Oil & Filter	$ 32
Change Synthetic Blend (Dexos-approved) Oil & Filter	53
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	22
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	N/C
Electronic Fuel Injection – Fuel Filter Replacement	37
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	NO BID
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	110
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	170
Manual Transmission Oil Change	90
Transfer Case Oil Change	90
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	NO BID
Fee for Roadside Service	NO BID

Rapid Oil Change, Inc.
of Lubbock, Texas
Exhibit A

Light Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 32
Change Synthetic Blend (Dexos-approved) Oil & Filter	53
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	22
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	N/C
Electronic Fuel Injection – Fuel Filter Replacement	37
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	NO BID
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	110
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	170
Manual Transmission Oil Change	90
Transfer Case Oil Change	90
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	NO BID
Fee for Roadside Service	NO BID

Rapid Oil Change, Inc.
of Lubbock, Texas
Exhibit A

Medium Duty Truck Category	**Unit Cost**
Change Engine Oil & Filter	$ 32
Change Synthetic Blend (Dexos-approved) Oil & Filter	53
Multi-Point Inspection & Chassis Lubrication	N/C
Power Train/Body Lubrication & Visual Inspection	N/C
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	22
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	N/C
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	N/C
Electronic Fuel Injection – Fuel Filter Replacement	37
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	NO BID
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	110
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	170
Manual Transmission Oil Change	90
Transfer Case Oil Change	90
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)	NO BID
Fee for Roadside Service	NO BID

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. 11607 for repair and maintenance of City of Lubbock light duty vehicles, by and between the City of Lubbock and Express Car Care, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Express Car Care
October 10, 2013

Contract 11607

City of Lubbock, TX
Contract for Services
Repair and Maintenance of
City of Lubbock Light Duty Vehicles

THIS CONTRACT made and entered into this **7th** day of **November, 2013**, by and between the City of Lubbock ("City"), and **Express Car Care, Inc.**, of **Lubbock, TX** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Repair and Maintenance of City of Lubbock Light Duty Vehicles and bids were received and duly opened as required by law; and

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

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Repair and Maintenance of City of Lubbock Light Duty Vehicles and more specifically referred to as Exhibit A on the bid submitted by the Contractor or in the specifications attached hereto.

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

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year with an option to renew four additional one year terms, said date term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability	
Commercial General Liability	
General Aggregate	1,000,000
Personal & Adv. Injury	
Contractual Liability	
Products-Comp/Op AGG	
Automotive Liability	
Combined Single Limit	
Aggregate	1,000,000
Garage Liability	
Any Auto	
Auto Only – Each Accident	1,000,000
Workers Compensation	Statutory Amounts
Or	
Occupational Medical and Disability	

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

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

The contractor shall also maintain workers compensation insurance in the statutory amount or occupational medical and disability insurance.

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration

process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

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

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11527-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager, Community Services

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY

Authorized Representative

Jim Dailey

Print Name

7235 Quaker Ave

Address

Lubbock, TX 79424

City, State, Zip Code

REVISED Bidder's Name: EXPRESS CAR CARE, INC

BID FORM
Repair and Maintenance of City of Lubbock Light Duty Vehicles
City of Lubbock, Texas
ITB No. 13-11527-TF

In compliance with the **Invitation to Bid 13-11527-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **13-11527-TF** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter (UP TO 6 QTS OIL)	Y		$ 31.99
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		$54.99
			Multi-Point Inspection & Chassis Lubrication	Y		$4.00
			Power Train/Body Lubrication & Visual Inspection	Y		$4.00
			Brake Lining Inspection		N	
			Clean & Lubricate Caliper Slide Rails		N	
			Inspect Parking Brake System		N	
			Replace Air Filter	Y		$18.99
			Replace Crank Case Ventilation Filter, If Equipped		N	
			Inspect Cooling System		N	
			Inspect and Repack Wheel Bearings		N	
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		$9.99
			Electronic Fuel Injection – Fuel Filter Replacement	Y		$39.99
			Inspect Manual Transmission Oil Levels	Y		NO CHARGE
			Inspect Transfer Case Oil Levels	Y		NO CHARGE
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components		N	

***Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: EXPRESS CAR CARE, INC.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
1.	500	EA	**Passenger Vehicles Repair and Other Services**	Y	N	
			Tire Rotation	Y		$ 10.00
			2-Wheel Brake Replacement		N	
			4-Wheel Brake Replacement		N	
			Change Engine Coolant	Y		$69.99
			Spark Plug Replacement – 6 Cylinder		N	
			Spark Plug Replacement – 8 Cylinder		N	
			Automatic Transmission Service – Clean filter & change fluid	Y		$99.99
			Manual Transmission Oil Change	Y		$39.99
			Transfer Case Oil Change	Y		$39.99
			Front Wheel Alignment		N	
			Four Wheel Alignment		N	
			State Inspection	Y		$14.50
			HVAC Inspection & Leak Detection		N	
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant		N	
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			N/A
			Passenger Vehicles Roadside Service	Y	N	
			Is a roadside service truck available?		N	
			What times is the roadside service truck available?	N/A		
			What is the fee for roadside service?	$ N/A		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: EXPRESS CAR CARE, INC.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter (UP TO 6 QTS OIL)	Y		$ 31.99
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		$54.99
			Multi-Point Inspection & Chassis Lubrication	Y		$4.00
			Power Train/Body Lubrication & Visual Inspection	Y		$4.00
			Brake Lining Inspection		N	
			Clean & Lubricate Caliper Slide Rails		N	
			Inspect Parking Brake System		N	
			Replace Air Filter	Y		$18.99
			Replace Crank Case Ventilation Filter, If Equipped		N	
			Inspect Cooling System		N	
			Inspect and Repack Wheel Bearings		N	
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		$9.99
			Electronic Fuel Injection – Fuel Filter Replacement	Y		$39.99
			Inspect Manual Transmission Oil Levels	Y		NO CHARGE
			Inspect Transfer Case Oil Levels	Y		NO CHARGE
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components		N	
			Light Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation	Y		$10.00
			2-Wheel Brake Replacement		N	
			4-Wheel Brake Replacement		N	
			Change Engine Coolant	Y		$69.99
			Spark Plug Replacement – 6 Cylinder		N	
			Spark Plug Replacement – 8 Cylinder		N	
			Automatic Transmission Service – Clean filter & change fluid	Y		$99.99
			Manual Transmission Oil Change	Y		$39.99
			Transfer Case Oil Change	Y		$39.99

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: EXPRESS CAR CARE, INC.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
2.	300	EA	**Light Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment		N	$
			Four Wheel Alignment		N	
			State Inspection			$14.50
			HVAC Inspection & Leak Detection		N	
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant		N	
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			N/A
			Light Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?		N	
			What times is the roadside service truck available?	N/A		
			What is the fee for roadside service?	$ N/A		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED

Bidder's Name: EXPRESS CAR CARE, INC.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Preventive Maintenance Services**	Y	N	
			Change Engine Oil & Filter (UP TO 6 QTS OIL)	Y		$ 31.99
			Change ~~Full~~ Synthetic Blend (Dexos-approved) Oil & Filter	Y		$54.99
			Multi-Point Inspection & Chassis Lubrication	Y		$4.00
			Power Train/Body Lubrication & Visual Inspection	Y		$4.00
			Brake Lining Inspection		N	
			Clean & Lubricate Caliper Slide Rails		N	
			Inspect Parking Brake System		N	
			Replace Air Filter	Y		$29.99
			Replace Crank Case Ventilation Filter, If Equipped		N	
			Inspect Cooling System		N	
			Inspect and Repack Wheel Bearings		N	
			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment	Y		$9.99
			Electronic Fuel Injection – Fuel Filter Replacement	Y		$39.99
			Inspect Manual Transmission Oil Levels	Y		NO CHARGE
			Inspect Transfer Case Oil Levels	Y		NO CHARGE
			Inspect Steering & Suspension – tie rods, steering linkage, ball joints, related components		N	
			Medium Duty Trucks Repair and Other Services	Y	N	
			Tire Rotation	Y		$10.00
			2-Wheel Brake Replacement		N	
			4-Wheel Brake Replacement		N	
			Change Engine Coolant	Y		$69.99
			Spark Plug Replacement – 6 Cylinder		N	
			Spark Plug Replacement – 8 Cylinder		N	
			Automatic Transmission Service – Clean filter & change fluid	Y		$99.99
			Manual Transmission Oil Change	Y		$39.99
			Transfer Case Oil Change	Y		$39.99

*** Service Contract; Please provide unit pricing for each service capable of providing.**

REVISED Bidder's Name: EXPRESS CAR CARE, INC.

Please indicate if the service is available by checking **Y** or **N**.

ITEM	QTY (Estimated)	UNIT OF MEASURE	DESCRIPTION			UNIT PRICE* BID
3.	200	EA	**Medium Duty Trucks Repair and Other Services**	Y	N	
			Front Wheel Alignment		N	$
			Four Wheel Alignment		N	
			State Inspection	Y		$14.50
			HVAC Inspection & Leak Detection		N	
			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant		N	
			Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs)			N/A
			Medium Duty Trucks Roadside Service	Y	N	
			Is a roadside service truck available?		N	
			What times is the roadside service truck available?	N/A		
			What is the fee for roadside service?	$ N/A		

*** Service Contract; Please provide unit pricing for each service capable of providing.**

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

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

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

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

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

REVISED

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

YES X NO _____

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

THIS BID IS SUBMITTED BY EXPRESS CAR CARE, INC. a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ _____ or an individual trading as _____ of the City of LUBBOCK

Firm: EXPRESS CAR CARE, INC.

Address: 7235 QUAKER AVE.

City: LUBBOCK State: TX Zip 79424

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

By _____ Date: 9/23/2013

Authorized Representative - must sign by hand

Officer Name and Title: JIM DAILEY PRESIDENT

Please Print

Business Telephone Number 806-795-9226 FAX: 806-795-3841

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*: _____ Date P.O./Contract Issued: _____

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

Bidder's Name: _____

Compliance Checklist

Additional Service	Can you Comply with the Following?	
	Yes	**No**
1. Vendor must call City of Lubbock Fleet Department for Work Order number **BEFORE** performing work on vehicle.	YES	
2. Police Department must be allowed to park pre-designated spare vehicles at Vendor's location for use of the officers. These vehicles will need to be kept and maintained by the Vendor.	YES	
3. If work on the vehicle will not be completed in a timely manner, the City of Lubbock Fleet department must be notified.	YES	
4. Emergency vehicles should take priority over other vehicles received by the Vendor.	YES	
5. Vendor must provide original invoice after work has been performed and before payment is made.	YES	
6. Vendor must call City of Lubbock Fleet Department for approval in writing of repairs above and beyond the initial evaluation of required repairs **PRIOR TO** any work being performed.	YES	
7. If work is costly or not normal repair service, Vendor must contact City of Lubbock Fleet Department for approval in writing **PRIOR TO** any work being performed.	YES	
8. The City of Lubbock reserves the right to access and inspect any city vehicle under repair or maintenance and to discuss such repairs with the Vendor contacts.	YES	
9. Vendor must not perform any scheduled services in excess of the manufacturers stated intervals without authorization from City of Lubbock Fleet Services.	YES	

By _____ Date: 09/23/2013

Authorized Representative - must sign by hand

Officer Name and Title: JIM DAILEY PRESIDENT

Please Print

Express Car Care, Inc.
of Lubbock, Texas
Exhibit A

Passenger Vehicles Category	**Unit Cost**
Change Engine Oil & Filter	$ 32
Change Synthetic Blend (Dexos-approved) Oil & Filter	55
Multi-Point Inspection & Chassis Lubrication	4
Power Train/Body Lubrication & Visual Inspection	4
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	19
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	NO BID
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	10
Electronic Fuel Injection – Fuel Filter Replacement	40
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	10
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	70
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	100
Manual Transmission Oil Change	40
Transfer Case Oil Change	40
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	NO BID
Fee for Roadside Service	NO BID

Express Car Care, Inc.
of Lubbock, Texas
Exhibit A

Light Duty Truck Category	Unit Cost
Change Engine Oil & Filter	$ 32
Change Synthetic Blend (Dexos-approved) Oil & Filter	55
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Power Train/Body Lubrication & Visual Inspection	4
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	19
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	NO BID
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	10
Electronic Fuel Injection – Fuel Filter Replacement	40
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	10
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	70
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	100
Manual Transmission Oil Change	40
Transfer Case Oil Change	40
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	NO BID
Fee for Roadside Service	NO BID

Express Car Care, Inc.
of Lubbock, Texas
Exhibit A

Medium Duty Truck Category	Unit Cost
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Change Synthetic Blend (Dexos-approved) Oil & Filter	55
Multi-Point Inspection & Chassis Lubrication	4
Power Train/Body Lubrication & Visual Inspection	4
Brake Lining Inspection	NO BID
Clean & Lubricate Caliper Slide Rails	NO BID
Inspect Parking Brake System	NO BID
Replace Air Filter	30
Replace Crank Case Ventilation Filter, If Equipped	NO BID
Inspect Cooling System	NO BID
Inspect and Repack Wheel Bearings	NO BID
Service Battery Terminals	10
Electronic Fuel Injection – Fuel Filter Replacement	40
Inspect Manual Transmission Oil Levels	N/C
Inspect Transfer Case Oil Levels	N/C
Inspect Steering & Suspension	NO BID
Tire Rotation	10
2-Wheel Brake Replacement	NO BID
4-Wheel Brake Replacement	NO BID
Change Engine Coolant	70
Spark Plug Replacement – 6 Cylinder	NO BID
Spark Plug Replacement – 8 Cylinder	NO BID
Automatic Transmission Service – Clean filter & change fluid	100
Manual Transmission Oil Change	40
Transfer Case Oil Change	40
Front Wheel Alignment	NO BID
Four Wheel Alignment	NO BID
State Inspection	15
HVAC Inspection & Leak Detection	NO BID
HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant	NO BID
Hourly Labor Rate Charge: (when performing non-scheduled maintenance/repairs	NO BID
Fee for Roadside Service	NO BID

City of Lubbock, TX
Fleet Services
Bid Tabulation
November 7, 2013

Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1	500	EA	Passenger Vehicles Category			
1.1			Change Engine Oil & Filter			
			McWhorters, LTD	Lubbock, TX	$ 29	14,475
			Rapid Oil Change, Inc.	Lubbock, TX	32	15,975
			Express Car Care, Inc.	Lubbock, TX	32	15,995
			Pinkerton's Garage & Body	Lubbock, TX	35	17,250
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	35	17,450
			Scott's Complete Car Care	Lubbock, TX	35	17,475
			Bolton Oil Company, Ltd	Lubbock, TX	35	17,495
			Crush It, LLC	Lubbock, TX	37	18,500
			Dalton's Automotive Repair	Lubbock, TX	40	19,975
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.2			Change Synthetic Blend (Dexos-approved) Oil & Filter			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	40	19,950
			Scott's Complete Car Care	Lubbock, TX	40	19,975
			Bolton Oil Company, Ltd	Lubbock, TX	40	19,995
			Crush It, LLC	Lubbock, TX	42	21,000
			Pinkerton's Garage & Body	Lubbock, TX	43	21,250
			McWhorters, LTD	Lubbock, TX	45	22,500
			Rapid Oil Change, Inc.	Lubbock, TX	53	26,475
			Express Car Care, Inc.	Lubbock, TX	55	27,495
			Dalton's Automotive Repair	Lubbock, TX	58	28,750
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.3			Multi-Point Inspection & Chassis Lubrication			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	4	2,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	8	3,750
			McWhorters, LTD	Lubbock, TX	20	10,000
1.4			Power Train/Body Lubrication & Visual Inspection			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	4	2,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	8	3,750
			McWhorters, LTD	Lubbock, TX	30	14,975
			Pinkerton's Garage & Body	Lubbock, TX	30	15,000

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1.5	500	EA	Brake Lining Inspection			
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	15	7,500
			McWhorters, LTD	Lubbock, TX	25	12,500
1.6			Clean & Lubricate Caliper Slide Rails			
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	7,500
			McWhorters, LTD	Lubbock, TX	25	12,500
			Carlsbad Auto Company	Lubbock, TX	45	22,500
			Pinkerton's Garage & Body	Lubbock, TX	50	25,000
1.7			Inspect Parking Brake System			
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	75	37,500
1.8			Replace Air Filter			
			Bolton Oil Company, Ltd	Lubbock, TX	10	4,995
			Scott's Complete Car Care	Lubbock, TX	15	7,475
			Dalton's Automotive Repair	Lubbock, TX	15	7,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	17	8,700
			Express Car Care, Inc.	Lubbock, TX	19	9,495
			Crush It, LLC	Lubbock, TX	19	9,500
			Rapid Oil Change, Inc.	Lubbock, TX	22	10,975
			McWhorters, LTD	Lubbock, TX	25	12,475
			Pinkerton's Garage & Body	Lubbock, TX	25	12,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.9	500	EA	Replace Crank Case Ventilation Filter, If Equipped			
			Scott's Complete Car Care	Lubbock, TX	7	3,475
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	8	3,750
			Crush It, LLC	Lubbock, TX	9	4,500
			Dalton's Automotive Repair	Lubbock, TX	15	7,500
			Pinkerton's Garage & Body	Lubbock, TX	15	7,500
			McWhorters, LTD	Lubbock, TX	25	12,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1.10			Inspect Cooling System			
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	15	7,500
			McWhorters, LTD	Lubbock, TX	40	19,975
1.11			Inspect and Repack Wheel Bearings			
			Dalton's Automotive Repair	Lubbock, TX	35	17,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	35	17,500
			Crush It, LLC	Lubbock, TX	46	23,000
			Scott's Complete Car Care	Lubbock, TX	48	24,000
			Pinkerton's Garage & Body	Lubbock, TX	50	25,000
			Carlsbad Auto Company	Lubbock, TX	70	34,975
			McWhorters, LTD	Lubbock, TX	75	37,500
1.12			Service Battery Terminals, Cables, Apply Anti-Corrosion Treatment			
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	9	4,250
			Express Car Care, Inc.	Lubbock, TX	10	4,995
			Crush It, LLC	Lubbock, TX	10	5,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	7,500
			Carlsbad Auto Company	Lubbock, TX	16	7,975
			Dalton's Automotive Repair	Lubbock, TX	20	10,000
			Pinkerton's Garage & Body	Lubbock, TX	20	10,000
			McWhorters, LTD	Lubbock, TX	38	18,750
1.13	500	EA	Electronic Fuel Injection – Fuel Filter Replacement			
			Dalton's Automotive Repair	Lubbock, TX	37	18,475
			Rapid Oil Change, Inc.	Lubbock, TX	37	18,475
			Express Car Care, Inc.	Lubbock, TX	40	19,995
			Scott's Complete Car Care	Lubbock, TX	50	24,975
			Crush It, LLC	Lubbock, TX	53	26,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	53	26,500
			McWhorters, LTD	Lubbock, TX	58	28,750
			Bolton Oil Company, Ltd	Lubbock, TX	60	29,995
			Pinkerton's Garage & Body	Lubbock, TX	60	30,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.14			Inspect Manual Transmission Oil Levels			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	13	6,475

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1.15			Inspect Transfer Case Oil Levels			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	13	6,475
1.16			Inspect Steering & Suspension			
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	13	6,475
1.17	500	EA	Tire Rotation			
			Scott's Complete Car Care	Lubbock, TX	8	4,000
			Crush It, LLC	Lubbock, TX	9	4,500
			Express Car Care, Inc.	Lubbock, TX	10	5,000
			McWhorters, LTD	Lubbock, TX	10	5,000
			Pinkerton's Garage & Body	Lubbock, TX	10	5,000
			Bolton Oil Company, Ltd	Lubbock, TX	13	6,250
			Carlsbad Auto Company	Lubbock, TX	15	7,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	7,500
			Dalton's Automotive Repair	Lubbock, TX	20	10,000
1.18			2-Wheel Brake Replacement			
			Pinkerton's Garage & Body	Lubbock, TX	70	35,000
			Dalton's Automotive Repair	Lubbock, TX	120	60,000
			Scott's Complete Car Care	Lubbock, TX	130	64,975
			Crush It, LLC	Lubbock, TX	135	67,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	139	69,500
			McWhorters, LTD	Lubbock, TX	166	83,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.19			4-Wheel Brake Replacement			
			Pinkerton's Garage & Body	Lubbock, TX	140	70,000
			Dalton's Automotive Repair	Lubbock, TX	240	120,000
			Scott's Complete Car Care	Lubbock, TX	250	124,975
			Crush It, LLC	Lubbock, TX	260	130,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	278	139,000
			McWhorters, LTD	Lubbock, TX	332	166,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1.20			Change Engine Coolant			
			Pinkerton's Garage & Body	Lubbock, TX	35	17,250
			Scott's Complete Car Care	Lubbock, TX	60	29,975
			Crush It, LLC	Lubbock, TX	60	30,000
			Dalton's Automotive Repair	Lubbock, TX	62	31,135
			Express Car Care, Inc.	Lubbock, TX	70	34,995
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	79	39,500
			McWhorters, LTD	Lubbock, TX	81	40,450
			Bolton Oil Company, Ltd	Lubbock, TX	88	43,995
			Rapid Oil Change, Inc.	Lubbock, TX	110	54,975
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.21	500	EA	Spark Plug Replacement – 6 Cylinder			
			Crush It, LLC	Lubbock, TX	73	36,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	79	39,500
			Pinkerton's Garage & Body	Lubbock, TX	85	42,500
			Scott's Complete Car Care	Lubbock, TX	90	44,975
			Dalton's Automotive Repair	Lubbock, TX	99	49,500
			McWhorters, LTD	Lubbock, TX	135	67,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.22			Spark Plug Replacement – 8 Cylinder			
			Crush It, LLC	Lubbock, TX	93	46,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	99	49,500
			Dalton's Automotive Repair	Lubbock, TX	120	60,000
			Scott's Complete Car Care	Lubbock, TX	130	64,975
			Pinkerton's Garage & Body	Lubbock, TX	130	65,000
			McWhorters, LTD	Lubbock, TX	185	92,250
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.23			Automatic Transmission Service – Clean filter & change fluid			
			Crush It, LLC	Lubbock, TX	72	36,000
			Bolton Oil Company, Ltd	Lubbock, TX	80	39,995
			Express Car Care, Inc.	Lubbock, TX	100	49,995
			Pinkerton's Garage & Body	Lubbock, TX	100	50,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	129	64,500
			Dalton's Automotive Repair	Lubbock, TX	129	64,500
			Scott's Complete Car Care	Lubbock, TX	137	68,545
			McWhorters, LTD	Lubbock, TX	150	74,975
			Rapid Oil Change, Inc.	Lubbock, TX	170	84,975
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1.24			Manual Transmission Oil Change			
			Express Car Care, Inc.	Lubbock, TX	40	19,995
			Scott's Complete Car Care	Lubbock, TX	50	24,975
			Crush It, LLC	Lubbock, TX	50	25,000
			Pinkerton's Garage & Body	Lubbock, TX	50	25,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	69	34,500
			McWhorters, LTD	Lubbock, TX	88	43,975
			Dalton's Automotive Repair	Lubbock, TX	90	44,750
			Rapid Oil Change, Inc.	Lubbock, TX	90	44,975
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.25	500	EA	Transfer Case Oil Change			
			Express Car Care, Inc.	Lubbock, TX	40	19,995
			Pinkerton's Garage & Body	Lubbock, TX	40	20,000
			Scott's Complete Car Care	Lubbock, TX	50	24,975
			Crush It, LLC	Lubbock, TX	50	25,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	69	34,500
			McWhorters, LTD	Lubbock, TX	75	37,500
			Dalton's Automotive Repair	Lubbock, TX	78	39,000
			Rapid Oil Change, Inc.	Lubbock, TX	90	44,975
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.26			Front Wheel Alignment			
			McWhorters, LTD	Lubbock, TX	39	19,500
			Dalton's Automotive Repair	Lubbock, TX	45	22,475
			Crush It, LLC	Lubbock, TX	55	27,500
			Pinkerton's Garage & Body	Lubbock, TX	55	27,500
			Scott's Complete Car Care	Lubbock, TX	60	29,975
			Carlsbad Auto Company	Lubbock, TX	66	32,975
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	69	34,500
1.27			Four Wheel Alignment			
			Dalton's Automotive Repair	Lubbock, TX	55	27,475
			Carlsbad Auto Company	Lubbock, TX	66	32,975
			McWhorters, LTD	Lubbock, TX	69	34,500
			Crush It, LLC	Lubbock, TX	70	35,000
			Scott's Complete Car Care	Lubbock, TX	90	44,975
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	99	49,500
			Pinkerton's Garage & Body	Lubbock, TX	110	55,000

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
1.28			State Inspection			
			Bolton Oil Company, Ltd	Lubbock, TX	15	7,250
			Carlsbad Auto Company	Lubbock, TX	15	7,250
			Dalton's Automotive Repair	Lubbock, TX	15	7,250
			Express Car Care, Inc.	Lubbock, TX	15	7,250
			McWhorters, LTD	Lubbock, TX	15	7,250
			Pinkerton's Garage & Body	Lubbock, TX	15	7,250
			Rapid Oil Change, Inc.	Lubbock, TX	15	7,250
			Scott's Complete Car Care	Lubbock, TX	15	7,250
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	7,250
			Crush It, LLC	Lubbock, TX	15	7,500
1.29	500	EA	HVAC Inspection & Leak Detection			
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	27	13,475
			McWhorters, LTD	Lubbock, TX	40	20,000
			Pinkerton's Garage & Body	Lubbock, TX	45	22,500
			Carlsbad Auto Company	Lubbock, TX	60	29,975
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	70	35,000
1.30			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	119	59,500
			Scott's Complete Car Care	Lubbock, TX	120	59,975
			Crush It, LLC	Lubbock, TX	125	62,500
			Dalton's Automotive Repair	Lubbock, TX	145	72,500
			McWhorters, LTD	Lubbock, TX	150	75,000
			Pinkerton's Garage & Body	Lubbock, TX	175	87,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	
1.31			Hourly Labor Rate Charge: (non-scheduled maintenance/repairs)			
			Scott's Complete Car Care	Lubbock, TX	60	29,750
			Dalton's Automotive Repair	Lubbock, TX	60	30,000
			Pinkerton's Garage & Body	Lubbock, TX	63	31,250
			Carlsbad Auto Company	Lubbock, TX	65	32,500
			Crush It, LLC	Lubbock, TX	65	32,500
			McWhorters, LTD	Lubbock, TX	75	37,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	80	40,000
1.32			Roadside Service Fee			
			Dalton's Automotive Repair	Lubbock, TX	45	22,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	48	23,750
			Pinkerton's Garage & Body	Lubbock, TX	50	25,000
			Scott's Complete Car Care	Lubbock, TX	60	29,750

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
2	**300**	**EA**	**Light Duty Trucks**			
2.1			Change Engine Oil & Filter			
			McWhorters, LTD	Lubbock, TX	29	8,685
			Rapid Oil Change, Inc.	Lubbock, TX	32	9,585
			Express Car Care, Inc.	Lubbock, TX	32	9,597
			Pinkerton's Garage & Body	Lubbock, TX	35	10,350
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	35	10,470
			Bolton Oil Company, Ltd	Lubbock, TX	35	10,497
			Crush It, LLC	Lubbock, TX	37	11,100
			Scott's Complete Car Care	Lubbock, TX	40	11,985
			Dalton's Automotive Repair	Lubbock, TX	40	11,985
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.2			Change Synthetic Blend (Dexos-approved) Oil & Filter			
			Scott's Complete Car Care	Lubbock, TX	35	10,485
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	40	11,970
			Bolton Oil Company, Ltd	Lubbock, TX	40	11,997
			Crush It, LLC	Lubbock, TX	42	12,600
			Pinkerton's Garage & Body	Lubbock, TX	43	12,750
			McWhorters, LTD	Lubbock, TX	45	13,500
			Rapid Oil Change, Inc.	Lubbock, TX	53	15,885
			Express Car Care, Inc.	Lubbock, TX	55	16,497
			Dalton's Automotive Repair	Lubbock, TX	58	17,250
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.3			Multi-Point Inspection & Chassis Lubrication			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	4	1,200
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	8	2,250
			McWhorters, LTD	Lubbock, TX	20	6,000
2.4			Power Train/Body Lubrication & Visual Inspection			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	4	1,200
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	8	2,250
			Pinkerton's Garage & Body	Lubbock, TX	25	7,500
			McWhorters, LTD	Lubbock, TX	30	8,985

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
2.5	300	EA	Brake Lining Inspection			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	15	4,500
			McWhorters, LTD	Lubbock, TX	25	7,500
2.6			Clean & Lubricate Caliper Slide Rails			
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	4,500
			McWhorters, LTD	Lubbock, TX	25	7,500
			Carlsbad Auto Company	Lubbock, TX	45	13,500
			Pinkerton's Garage & Body	Lubbock, TX	50	15,000
2.7			Inspect Parking Brake System			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	75	22,500
2.8			Replace Air Filter			
			Bolton Oil Company, Ltd	Lubbock, TX	10	2,997
			Dalton's Automotive Repair	Lubbock, TX	15	4,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	17	5,220
			Scott's Complete Car Care	Lubbock, TX	19	5,697
			Express Car Care, Inc.	Lubbock, TX	19	5,697
			Crush It, LLC	Lubbock, TX	19	5,700
			Rapid Oil Change, Inc.	Lubbock, TX	22	6,585
			McWhorters, LTD	Lubbock, TX	25	7,485
			Pinkerton's Garage & Body	Lubbock, TX	25	7,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.9	300	EA	Replace Crank Case Ventilation Filter, If Equipped			
			Scott's Complete Car Care	Lubbock, TX	7	2,085
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	8	2,250
			Crush It, LLC	Lubbock, TX	9	2,700
			Dalton's Automotive Repair	Lubbock, TX	15	4,500
			Pinkerton's Garage & Body	Lubbock, TX	15	4,500
			McWhorters, LTD	Lubbock, TX	25	7,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
2.10			Inspect Cooling System			
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	15	4,500
			McWhorters, LTD	Lubbock, TX	40	11,985
2.11			Inspect and Repack Wheel Bearings			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	35	10,500
			Dalton's Automotive Repair	Lubbock, TX	35	10,500
			Crush It, LLC	Lubbock, TX	47	14,100
			Scott's Complete Car Care	Lubbock, TX	48	14,400
			Pinkerton's Garage & Body	Lubbock, TX	60	18,000
			McWhorters, LTD	Lubbock, TX	75	22,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.12			Service Battery Terminals and Cables			
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	9	2,550
			Express Car Care, Inc.	Lubbock, TX	10	2,997
			Crush It, LLC	Lubbock, TX	10	3,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	4,500
			Carlsbad Auto Company	Lubbock, TX	16	4,785
			Dalton's Automotive Repair	Lubbock, TX	20	6,000
			Pinkerton's Garage & Body	Lubbock, TX	30	9,000
			McWhorters, LTD	Lubbock, TX	38	11,250
2.13	300	EA	Electronic Fuel Injection – Fuel Filter Replacement			
			Rapid Oil Change, Inc.	Lubbock, TX	37	11,085
			Dalton's Automotive Repair	Lubbock, TX	39	11,685
			Express Car Care, Inc.	Lubbock, TX	40	11,997
			Scott's Complete Car Care	Lubbock, TX	50	14,985
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	53	15,900
			Crush It, LLC	Lubbock, TX	53	15,900
			McWhorters, LTD	Lubbock, TX	58	17,250
			Bolton Oil Company, Ltd	Lubbock, TX	60	17,997
			Pinkerton's Garage & Body	Lubbock, TX	60	18,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
2.14			Inspect Manual Transmission Oil Levels			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	13	3,885
2.15			Inspect Transfer Case Oil Levels			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	13	3,885
2.16			Inspect Steering & Suspension			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	13	3,885
2.17	300	EA	Tire Rotation			
			Scott's Complete Car Care	Lubbock, TX	8	2,400
			Crush It, LLC	Lubbock, TX	9	2,700
			Express Car Care, Inc.	Lubbock, TX	10	3,000
			McWhorters, LTD	Lubbock, TX	10	3,000
			Pinkerton's Garage & Body	Lubbock, TX	10	3,000
			Bolton Oil Company, Ltd	Lubbock, TX	13	3,750
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	4,500
			Carlsbad Auto Company	Lubbock, TX	15	4,500
			Dalton's Automotive Repair	Lubbock, TX	20	6,000

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
2.18			2-Wheel Brake Replacement			
			Pinkerton's Garage & Body	Lubbock, TX	70	21,000
			Dalton's Automotive Repair	Lubbock, TX	120	36,000
			Scott's Complete Car Care	Lubbock, TX	130	38,985
			Crush It, LLC	Lubbock, TX	135	40,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	139	41,700
			McWhorters, LTD	Lubbock, TX	166	49,800
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.19			4-Wheel Brake Replacement			
			Pinkerton's Garage & Body	Lubbock, TX	140	42,000
			Dalton's Automotive Repair	Lubbock, TX	240	72,000
			Crush It, LLC	Lubbock, TX	260	78,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	278	83,400
			McWhorters, LTD	Lubbock, TX	332	99,600
			Scott's Complete Car Care	Lubbock, TX	350	104,985
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.20			Change Engine Coolant			
			Pinkerton's Garage & Body	Lubbock, TX	30	9,000
			Scott's Complete Car Care	Lubbock, TX	60	17,985
			Crush It, LLC	Lubbock, TX	60	18,000
			Dalton's Automotive Repair	Lubbock, TX	62	18,681
			Express Car Care, Inc.	Lubbock, TX	70	20,997
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	79	23,700
			McWhorters, LTD	Lubbock, TX	81	24,270
			Bolton Oil Company, Ltd	Lubbock, TX	88	26,397
			Rapid Oil Change, Inc.	Lubbock, TX	110	32,985
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.21	300	EA	Spark Plug Replacement – 6 Cylinder			
			Crush It, LLC	Lubbock, TX	73	21,900
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	79	23,700
			Pinkerton's Garage & Body	Lubbock, TX	85	25,500
			Scott's Complete Car Care	Lubbock, TX	90	26,985
			Dalton's Automotive Repair	Lubbock, TX	99	29,700
			McWhorters, LTD	Lubbock, TX	135	40,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.22			Spark Plug Replacement – 8 Cylinder			
			Crush It, LLC	Lubbock, TX	93	27,900
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	99	29,700
			Dalton's Automotive Repair	Lubbock, TX	120	36,000
			Scott's Complete Car Care	Lubbock, TX	130	38,985
			Pinkerton's Garage & Body	Lubbock, TX	130	39,000
			McWhorters, LTD	Lubbock, TX	185	55,350
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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2.23			Automatic Transmission Service – Clean filter & change fluid			
			Crush It, LLC	Lubbock, TX	72	21,600
			Bolton Oil Company, Ltd	Lubbock, TX	80	23,997
			Express Car Care, Inc.	Lubbock, TX	100	29,997
			Pinkerton's Garage & Body	Lubbock, TX	100	30,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	129	38,700
			Dalton's Automotive Repair	Lubbock, TX	129	38,700
			Scott's Complete Car Care	Lubbock, TX	137	41,127
			McWhorters, LTD	Lubbock, TX	160	47,985
			Rapid Oil Change, Inc.	Lubbock, TX	170	50,985
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.24			Manual Transmission Oil Change			
			Express Car Care, Inc.	Lubbock, TX	40	11,997
			Scott's Complete Car Care	Lubbock, TX	50	14,985
			Crush It, LLC	Lubbock, TX	50	15,000
			Pinkerton's Garage & Body	Lubbock, TX	50	15,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	69	20,700
			McWhorters, LTD	Lubbock, TX	88	26,385
			Dalton's Automotive Repair	Lubbock, TX	90	26,850
			Rapid Oil Change, Inc.	Lubbock, TX	90	26,985
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.25	300	EA	Transfer Case Oil Change			
			Express Car Care, Inc.	Lubbock, TX	40	11,997
			Pinkerton's Garage & Body	Lubbock, TX	40	12,000
			Scott's Complete Car Care	Lubbock, TX	50	14,985
			Crush It, LLC	Lubbock, TX	50	15,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	69	20,700
			McWhorters, LTD	Lubbock, TX	75	22,500
			Dalton's Automotive Repair	Lubbock, TX	78	23,400
			Rapid Oil Change, Inc.	Lubbock, TX	90	26,985
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.26			Front Wheel Alignment			
			Dalton's Automotive Repair	Lubbock, TX	45	13,485
			McWhorters, LTD	Lubbock, TX	49	14,700
			Pinkerton's Garage & Body	Lubbock, TX	50	15,000
			Crush It, LLC	Lubbock, TX	55	16,500
			Scott's Complete Car Care	Lubbock, TX	60	17,985
			Carlsbad Auto Company	Lubbock, TX	66	19,785
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	69	20,700
2.27			Four Wheel Alignment			
			Dalton's Automotive Repair	Lubbock, TX	55	16,485
			Carlsbad Auto Company	Lubbock, TX	66	19,785

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			Crush It, LLC	Lubbock, TX	70	21,000
			McWhorters, LTD	Lubbock, TX	79	23,700
			Scott's Complete Car Care	Lubbock, TX	90	26,985
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	99	29,700
			Pinkerton's Garage & Body	Lubbock, TX	110	33,000
2.28			State Inspection			
			Bolton Oil Company, Ltd	Lubbock, TX	15	4,350
			Carlsbad Auto Company	Lubbock, TX	15	4,350
			Dalton's Automotive Repair	Lubbock, TX	15	4,350
			Express Car Care, Inc.	Lubbock, TX	15	4,350
			McWhorters, LTD	Lubbock, TX	15	4,350
			Pinkerton's Garage & Body	Lubbock, TX	15	4,350
			Rapid Oil Change, Inc.	Lubbock, TX	15	4,350
			Scott's Complete Car Care	Lubbock, TX	15	4,350
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	4,350
			Crush It, LLC	Lubbock, TX	15	4,500
2.29	300	EA	HVAC Inspection & Leak Detection			
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	27	8,085
			McWhorters, LTD	Lubbock, TX	45	13,500
			Pinkerton's Garage & Body	Lubbock, TX	45	13,500
			Carlsbad Auto Company	Lubbock, TX	60	17,985
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	70	21,000
2.30			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	119	35,700
			Scott's Complete Car Care	Lubbock, TX	120	35,985
			Crush It, LLC	Lubbock, TX	125	37,500
			Dalton's Automotive Repair	Lubbock, TX	145	43,500
			McWhorters, LTD	Lubbock, TX	150	45,000
			Pinkerton's Garage & Body	Lubbock, TX	175	52,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	
2.31			Hourly Labor Rate Charge: (non-scheduled maintenance/repairs)			
			Scott's Complete Car Care	Lubbock, TX	60	17,850
			Dalton's Automotive Repair	Lubbock, TX	60	18,000
			Pinkerton's Garage & Body	Lubbock, TX	63	18,750
			Carlsbad Auto Company	Lubbock, TX	65	19,500
			Crush It, LLC	Lubbock, TX	65	19,500
			McWhorters, LTD	Lubbock, TX	75	22,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	80	24,000
2.32			Road Side Fee			
			Dalton's Automotive Repair	Lubbock, TX	45	13,500
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	48	14,250
			Pinkerton's Garage & Body	Lubbock, TX	50	15,000
			Scott's Complete Car Care	Lubbock, TX	60	17,850
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
3	**200**	**EA**	**Medium Duty Trucks**			
3.1			Change Engine Oil & Filter			
			Rapid Oil Change, Inc.	Lubbock, TX	32	6,390
			Express Car Care, Inc.	Lubbock, TX	32	6,398
			Pinkerton's Garage & Body	Lubbock, TX	35	6,900
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	35	6,980
			Scott's Complete Car Care	Lubbock, TX	35	6,990
			McWhorters, LTD	Lubbock, TX	36	7,190
			Crush It, LLC	Lubbock, TX	37	7,400
			Bolton Oil Company, Ltd	Lubbock, TX	59	11,798
			Dalton's Automotive Repair	Lubbock, TX	80	15,990
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.2			Change Synthetic Blend (Dexos-approved) Oil & Filter			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	40	7,980
			Scott's Complete Car Care	Lubbock, TX	40	7,990
			Crush It, LLC	Lubbock, TX	42	8,400
			Pinkerton's Garage & Body	Lubbock, TX	43	8,500
			Bolton Oil Company, Ltd	Lubbock, TX	46	9,198
			McWhorters, LTD	Lubbock, TX	49	9,800
			Rapid Oil Change, Inc.	Lubbock, TX	53	10,590
			Express Car Care, Inc.	Lubbock, TX	55	10,998
			Dalton's Automotive Repair	Lubbock, TX	80	15,990
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.3			Multi-Point Inspection & Chassis Lubrication			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	4	800
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	3,000
			McWhorters, LTD	Lubbock, TX	20	4,000
3.4			Power Train/Body Lubrication & Visual Inspection			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	4	800
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	3,000
			McWhorters, LTD	Lubbock, TX	30	5,990
			Pinkerton's Garage & Body	Lubbock, TX	30	6,000

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
3.5	200	EA	Brake Lining Inspection			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	15	3,000
			McWhorters, LTD	Lubbock, TX	25	5,000
3.6			Clean & Lubricate Caliper Slide Rails			
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	25	5,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	35	7,000
			Carlsbad Auto Company	Lubbock, TX	45	9,000
			Pinkerton's Garage & Body	Lubbock, TX	50	10,000
3.7			Inspect Parking Brake System			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	75	15,000
3.8			Replace Air Filter			
			Scott's Complete Car Care	Lubbock, TX	19	3,798
			Crush It, LLC	Lubbock, TX	19	3,800
			Rapid Oil Change, Inc.	Lubbock, TX	22	4,390
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	22	4,440
			Pinkerton's Garage & Body	Lubbock, TX	25	5,000
			Express Car Care, Inc.	Lubbock, TX	30	5,998
			Bolton Oil Company, Ltd	Lubbock, TX	30	5,998
			Dalton's Automotive Repair	Lubbock, TX	34	6,800
			McWhorters, LTD	Lubbock, TX	40	7,990
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.9	200	EA	Replace Crank Case Ventilation Filter, If Equipped			
			Scott's Complete Car Care	Lubbock, TX	7	1,390
			Crush It, LLC	Lubbock, TX	9	1,800
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	3,000
			Dalton's Automotive Repair	Lubbock, TX	20	4,000
			Pinkerton's Garage & Body	Lubbock, TX	20	4,000
			McWhorters, LTD	Lubbock, TX	35	7,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
3.10			Inspect Cooling System			
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	15	3,000
			McWhorters, LTD	Lubbock, TX	40	7,990
3.11			Inspect and Repack Wheel Bearings			
			Dalton's Automotive Repair	Lubbock, TX	45	9,000
			Crush It, LLC	Lubbock, TX	47	9,400
			Scott's Complete Car Care	Lubbock, TX	48	9,600
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	60	12,000
			Pinkerton's Garage & Body	Lubbock, TX	63	12,500
			McWhorters, LTD	Lubbock, TX	85	17,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.12			Service Battery Terminals and Cables			
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	9	1,700
			Express Car Care, Inc.	Lubbock, TX	10	1,998
			Crush It, LLC	Lubbock, TX	10	2,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	3,000
			Carlsbad Auto Company	Lubbock, TX	16	3,190
			Dalton's Automotive Repair	Lubbock, TX	30	6,000
			Pinkerton's Garage & Body	Lubbock, TX	30	6,000
			McWhorters, LTD	Lubbock, TX	38	7,500
3.13	200	EA	Electronic Fuel Injection - Fuel Filter Replacement			
			Rapid Oil Change, Inc.	Lubbock, TX	37	7,390
			Express Car Care, Inc.	Lubbock, TX	40	7,998
			Scott's Complete Car Care	Lubbock, TX	50	9,990
			Crush It, LLC	Lubbock, TX	53	10,600
			Bolton Oil Company, Ltd	Lubbock, TX	60	11,998
			Pinkerton's Garage & Body	Lubbock, TX	60	12,000
			Dalton's Automotive Repair	Lubbock, TX	61	12,190
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	63	12,600
			McWhorters, LTD	Lubbock, TX	68	13,500
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.14			Inspect Manual Transmission Oil Levels			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	25	5,000

City of Lubbock, TX
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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
3.15			Inspect Transfer Case Oil Levels			
			Bolton Oil Company, Ltd	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Express Car Care, Inc.	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			Rapid Oil Change, Inc.	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	25	5,000
3.16			Inspect Steering & Suspension			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	N/C	
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	N/C	
			Carlsbad Auto Company	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Pinkerton's Garage & Body	Lubbock, TX	N/C	
			McWhorters, LTD	Lubbock, TX	25	5,000
3.17	200	EA	Tire Rotation			
			Scott's Complete Car Care	Lubbock, TX	8	1,600
			Crush It, LLC	Lubbock, TX	9	1,800
			Express Car Care, Inc.	Lubbock, TX	10	2,000
			Pinkerton's Garage & Body	Lubbock, TX	10	2,000
			McWhorters, LTD	Lubbock, TX	14	2,800
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	20	4,000
			Dalton's Automotive Repair	Lubbock, TX	20	4,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.18			2-Wheel Brake Replacement			
			Pinkerton's Garage & Body	Lubbock, TX	85	17,000
			Dalton's Automotive Repair	Lubbock, TX	135	27,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	149	29,800
			Scott's Complete Car Care	Lubbock, TX	150	29,990
			Crush It, LLC	Lubbock, TX	185	37,000
			McWhorters, LTD	Lubbock, TX	225	45,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.19			4-Wheel Brake Replacement			
			Pinkerton's Garage & Body	Lubbock, TX	170	34,000
			Dalton's Automotive Repair	Lubbock, TX	270	54,000
			Scott's Complete Car Care	Lubbock, TX	290	57,990
			Crush It, LLC	Lubbock, TX	295	59,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	298	59,600
			McWhorters, LTD	Lubbock, TX	450	90,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	

City of Lubbock, TX
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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
3.20			Change Engine Coolant			
			Pinkerton's Garage & Body	Lubbock, TX	30	6,000
			Scott's Complete Car Care	Lubbock, TX	60	11,990
			Crush It, LLC	Lubbock, TX	60	12,000
			Express Car Care, Inc.	Lubbock, TX	70	13,998
			McWhorters, LTD	Lubbock, TX	84	16,800
			Bolton Oil Company, Ltd	Lubbock, TX	88	17,598
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	89	17,800
			Dalton's Automotive Repair	Lubbock, TX	90	18,090
			Rapid Oil Change, Inc.	Lubbock, TX	110	21,990
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.21	200	EA	Spark Plug Replacement – 6 Cylinder			
			Crush It, LLC	Lubbock, TX	73	14,600
			Pinkerton's Garage & Body	Lubbock, TX	85	17,000
			Scott's Complete Car Care	Lubbock, TX	90	17,990
			Dalton's Automotive Repair	Lubbock, TX	99	19,800
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	109	21,800
			McWhorters, LTD	Lubbock, TX	145	29,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.22			Spark Plug Replacement – 8 Cylinder			
			Crush It, LLC	Lubbock, TX	93	18,600
			Dalton's Automotive Repair	Lubbock, TX	120	24,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	129	25,800
			Scott's Complete Car Care	Lubbock, TX	130	25,990
			Pinkerton's Garage & Body	Lubbock, TX	130	26,000
			McWhorters, LTD	Lubbock, TX	195	38,900
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.23			Automatic Transmission Service – Clean filter & Change fluid			
			Crush It, LLC	Lubbock, TX	72	14,400
			Bolton Oil Company, Ltd	Lubbock, TX	80	15,998
			Express Car Care, Inc.	Lubbock, TX	100	19,998
			Pinkerton's Garage & Body	Lubbock, TX	100	20,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	120	24,000
			McWhorters, LTD	Lubbock, TX	128	25,590
			Dalton's Automotive Repair	Lubbock, TX	129	25,800
			Scott's Complete Car Care	Lubbock, TX	137	27,418
			Rapid Oil Change, Inc.	Lubbock, TX	169	33,800
			Carlsbad Auto Company	Lubbock, TX	NQAS	

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
3.24			Manual Transmission Oil Change			
			Express Car Care, Inc.	Lubbock, TX	40	7,998
			Scott's Complete Car Care	Lubbock, TX	50	9,990
			Crush It, LLC	Lubbock, TX	50	10,000
			Pinkerton's Garage & Body	Lubbock, TX	50	10,000
			McWhorters, LTD	Lubbock, TX	88	17,590
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	89	17,800
			Dalton's Automotive Repair	Lubbock, TX	90	17,900
			Rapid Oil Change, Inc.	Lubbock, TX	90	17,990
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.25	200	EA	Transfer Case Oil Change			
			Express Car Care, Inc.	Lubbock, TX	40	7,998
			Pinkerton's Garage & Body	Lubbock, TX	40	8,000
			Scott's Complete Car Care	Lubbock, TX	50	9,990
			Crush It, LLC	Lubbock, TX	50	10,000
			Dalton's Automotive Repair	Lubbock, TX	78	15,600
			McWhorters, LTD	Lubbock, TX	80	15,990
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	89	17,800
			Rapid Oil Change, Inc.	Lubbock, TX	90	17,990
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.26			Front Wheel Alignment			
			Dalton's Automotive Repair	Lubbock, TX	45	8,990
			Pinkerton's Garage & Body	Lubbock, TX	50	10,000
			Crush It, LLC	Lubbock, TX	55	11,000
			McWhorters, LTD	Lubbock, TX	59	11,800
			Scott's Complete Car Care	Lubbock, TX	60	11,990
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	60	12,000
			Carlsbad Auto Company	Lubbock, TX	97	19,390
3.27			Four Wheel Alignment			
			Dalton's Automotive Repair	Lubbock, TX	55	10,990
			Crush It, LLC	Lubbock, TX	70	14,000
			McWhorters, LTD	Lubbock, TX	89	17,800
			Scott's Complete Car Care	Lubbock, TX	90	17,990
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	90	18,000
			Carlsbad Auto Company	Lubbock, TX	97	19,390
			Pinkerton's Garage & Body	Lubbock, TX	125	25,000

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
3.28			State Inspection			
			Bolton Oil Company, Ltd	Lubbock, TX	15	2,900
			Carlsbad Auto Company	Lubbock, TX	15	2,900
			Dalton's Automotive Repair	Lubbock, TX	15	2,900
			Express Car Care, Inc.	Lubbock, TX	15	2,900
			McWhorters, LTD	Lubbock, TX	15	2,900
			Pinkerton's Garage & Body	Lubbock, TX	15	2,900
			Rapid Oil Change, Inc.	Lubbock, TX	15	2,900
			Scott's Complete Car Care	Lubbock, TX	15	2,900
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	15	2,900
			Crush It, LLC	Lubbock, TX	15	3,000
3.29	200	EA	HVAC Inspection & Leak Detection			
			Scott's Complete Car Care	Lubbock, TX	N/C	
			Crush It, LLC	Lubbock, TX	N/C	
			Dalton's Automotive Repair	Lubbock, TX	27	5,390
			McWhorters, LTD	Lubbock, TX	45	9,000
			Pinkerton's Garage & Body	Lubbock, TX	55	11,000
			Carlsbad Auto Company	Lubbock, TX	60	11,990
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	70	14,000
3.30			HVAC Refrigerant Removal, Replace Dryer, Add Refrigerant			
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	119	23,800
			Scott's Complete Car Care	Lubbock, TX	120	23,990
			Crush It, LLC	Lubbock, TX	125	25,000
			Dalton's Automotive Repair	Lubbock, TX	145	29,000
			McWhorters, LTD	Lubbock, TX	150	30,000
			Pinkerton's Garage & Body	Lubbock, TX	200	40,000
			Carlsbad Auto Company	Lubbock, TX	NQAS	
3.31			Hourly Labor Rate Charge: (non-scheduled maintenance/repairs)			
			Scott's Complete Car Care	Lubbock, TX	60	11,900
			Dalton's Automotive Repair	Lubbock, TX	60	12,000
			Carlsbad Auto Company	Lubbock, TX	65	13,000
			Crush It, LLC	Lubbock, TX	65	13,000
			Pinkerton's Garage & Body	Lubbock, TX	67	13,300
			McWhorters, LTD	Lubbock, TX	75	15,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	80	16,000
3.32			Road Side Fee			
			Dalton's Automotive Repair	Lubbock, TX	45	9,000
			Williams Brake, Tune & Tire, LLC	Lubbock, TX	48	9,500
			Pinkerton's Garage & Body	Lubbock, TX	50	10,000
			Scott's Complete Car Care	Lubbock, TX	60	11,900

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Item	QTY	U/M	Description/Vendor	Location	Unit Price	Extended Cost
			OVERALL TOTAL			
			Bolton Oil Company, Ltd	**Lubbock, TX**		**$347,440**
			No Bid : 1.5,1.6,1.7,1.9,1.10,1.11,1.12,1.16,1.18,1.19,1.21,1.22,1.24,1.25,1.26, 1.27,1.29,1.30,1.31,1.32,2.5,2.6,2.7,2.9,2.10,2.11,2.12,2.16,2.18,2.19, 2.21,2.22,2.24,2.25,2.26,2.27,2.29,2.30,2.31,2.32,3.5,3.6,3.7,3.9,3.10, 3.11,3.12,3.16,3.17,3.18,3.19,3.21,3.22,3.24,3.25,3.26,3.27,3.29,3.30, 3.31,3.32			
			Carlsbad Auto Company	Lubbock, TX	NQAS	406,675
			No Bid: 1.32,2.32,3.32 NQAS: 1.1,1.2,1.8,1.9,1.13,1.18,1.19,1.20,1.21,1.22,1.23,1.24,1.25,1.30,2.1,2 .2,2.8,2.9,2.11,2.13,2.18,2.19,2.20,2.21,2.22,2.23,2.24,2.25,2.30,3.1,3 .2,3.8,3.9,3.11,3.13,3.18,3.19,3.20,3.21,3.22,3.23,3.24,3.25,3.30			
			Express Car Care, Inc.	**Lubbock, TX**		**440,610**
			No Bid: 1.5,1.6,1.7,1.9,1.10,1.11,1.16,1.18,1.19,1.21,1.22,1.26,1.27,1.29,1.30, 1.31,1.32,2.5,2.6,2.7,2.9,2.10,2.11,2.16,2.18,2.19,2.21,2.22,2.26,2.27, 2.29,2.30,2.31,2.32,3.5,3.6,3.7,3.9,3.10,3.11,3.16,3.18,3.19,3.21,3.22, 3.26,3.27,3.29,3.30,3.31,3.32			
			Rapid Oil Change, Inc.	**Lubbock, TX**		**617,910**
			No Bid: 1.5,1.6,1.7,1.9,1.11,1.16,1.17,1.18,1.19,1.21,1.22,1.26,1.27,1.29,1.30, 1.31,1.32,2.5,2.6,2.7,2.9,2.11,2.16,2.17,2.18,2.19,2.21,2.22,2.26,2.27, 2.29,2.30,2.31,2.32,3.5,3.6,3.7,3.9,3.11,3.16,3.17,3.18,3.19,3.21,3.22, 3.26,3.27,3.29,3.30,3.31,3.32			
			Crush It, LLC	**Lubbock, TX**		**1,365,500**
			No Bid: 1.32,2.32,3.32			
			Pinkerton's Garage & Body	**Lubbock, TX**		**1,523,550**
			Scott's Complete Car Care	**Lubbock, TX**		**1,555,360**
			Dalton's Automotive Repair	**Lubbock, TX**		**1,624,846**
			Williams Brake, Tune & Tire, LLC	**Lubbock, TX**		**1,727,760**
			McWhorters, LTD	Lubbock, TX		2,231,790

NQAS - Not Quoted As Specified
N/C - No Charge

Regular City Council Meeting **5. 14.**

Meeting Date: 11/07/2013

Information

Agenda Item

Contract Resolution - Health: Consider a resolution authorizing the Mayor to execute contract 11626 a Memorandum of Understanding between the City of Lubbock and Managed Care Center for Addictive/Other Disorders, Inc. and any associated documents.

Item Summary

This agreement will provide the City of Lubbock Health Department the opportunity to work with the Managed Care Center of Lubbock to refer persons who are HIV positive and have a history of, or current problems with, substance abuse for support and assistance.

Fiscal Impact

None

Staff/Board Recommending

Scott Snider, Assistant City Manager
Rebecca Brawley, R.N., BSN Public Health Coordinator

Attachments

Resolution & Contract - Managed Care Center

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with Managed Care Center for Addictive / Other Disorders, Inc., to participate in a cooperative effort to to help individuals who are HIV positive and have a history of, or current problems with, substance abuse by working together to to encourage and support these individuals to seek treatment, if necessary, and to engage in activities that will focus their attention and energy on positive aspects of life.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the Memorandum of Agreement between the City of Lubbock and Managed Care Center for Addictive / Other Disorders, Inc., and any associated documents.

Passed by the City Council on this ____ day of _____ , 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, City Attorney

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MANAGED CARE CENTER FOR ADDICTIVE / OTHER DISORDERS, INC.

ADMINISTRATIVE OFFICES – 1715 26th Street, Lubbock, TX 79411 Ph. 806/780-8300
MCC AMARILLO – 808 South Crockett, Amarillo, TX 79102 Ph. 806/331-2723
MCC CROSBYTON – 105 North Berkshire, Crosbyton, TX 79322 Ph. 806/675-0047

MEMORANDUM OF AGREEMENT

Managed Care Center for Addictive/Other Disorders, Inc. – HIV Early Intervention Program (HEI) and **City of Lubbock Health Department** are both committed to assisting members of our community in a cooperative effort by helping individuals who are HIV positive and have a history of or current problems with substance abuse. We recognize that by working together we can encourage and support these individuals to seek treatment, if necessary, and to engage in activities that will focus their attention and energy on the positive aspects of life. To accomplish this goal we agree to the following:
Both parties will comply with all state and federal laws regarding confidentiality of information.
Either party may terminate this agreement without cause by giving written notice to the other party.

Managed Care Center, Inc. HIV Early Intervention Program will:

- Accept referrals for individuals who are HIV positive and report having a history of or current substance abuse problems.
- Provide case management to address client needs including medical, substance use, and social services.
- Provide access to substance abuse treatment as indicated.
- After obtaining proper consent in accordance with Federal Register 42CFR and HIPPA, HEI Staff will share required information needed for referral and follow-up.
- Coordinate services with the City of Lubbock Health Department and other appropriate community resources.

City of Lubbock Health Department will:

- Accept referrals from Managed Care Center for HEI clients needing services, if adequate staff are available to provide services. If staff not available clients will be provided with an appropriate referral.
- Educate individuals regarding the HEI program and offer a referral to those who are HIV positive and have a history of substance abuse or current substance abuse problem.
- Provide HEI population with immunization and sexually transmitted disease testing according to the current fee charged by the City of Lubbock Health Department.
- Present services to HEI population with the focused on education and prevention of communicable diseases.

This agreement is effective **September 1, 2013** and expires **August 31, 2014.**

Susan Lilly, LPC, AADC **Date** City of Lubbock Health Department **Date**
Executive Director
Managed Care Center for
Addictive/Other Disorders, Inc.

Approved as to form:

APPROVED AS TO CONTENT: Rebecca Bradley Attest: Rebecca Garza, City Secretary

Regular City Council Meeting **5. 15.**

Meeting Date: 11/07/2013

Information

Agenda Item

Contract Amendment Resolution - Telecommunication: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11523 to the AT&T Master Agreement 201307187603UA for telephone maintenance services, RFP 13-11523-DT.

Item Summary

The City operates one main telephone switch and eighteen other telephone switches at various municipal sites. The contract provides continued maintenance to resolve phone switch issues to the City's switches. The contract term is for three years, with additional two year term under the current price.

Staff recommends contract award to the sole respondent, AT&T of Lubbock, Texas for $214,033 per year.

Fiscal Impact

The cost of the agreement is $214,033, and is appropriated in the Adopted FY 2013-2014 Operating Budget.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - AT&T telephone maintenance

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. 11523 as Amendment 1 to the AT&T Master Agreement 201307187603UA for telephone maintenance services, 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:ccdocs/RES.Contract-AT&T
October 30, 2013

20131024-8313

AT&T Equipment Resale and Related Services Pricing Schedule

MA Reference No.: 201307187603UA
Pricing Schedule No.: _____

CUSTOMER Legal Name ("Customer")	AT&T Global Services	AT&T Branch Sales Contact Name
City of Lubbock	SBC Global Services, Inc. dba AT&T Global Services ("AT&T")	Name: Brad Hays
CUSTOMER Address	**AT&T Corp. Address and Contact**	**AT&T Branch Sales Contact Information**
1301 Broadway Lubbock, TX 79401	One AT&T Plaza Dallas, TX 75202 Attn: General Attorney	2010 Avenue R Lubbock, TX 79411 (806) 472-1777 Email : bh6530@att.com
CUSTOMER Contact	**CUSTOMER Billing Address**	**AT&T Contact Information**
Name: Clifford Crow Telephone: (806) 775-2357 Fax: (806) 774-8908 Email: ccrow@mylubbock.us Customer Number: 20095518	Attention: Telecom P O Box 2000 Lubbock, TX 79457	Nancy Alfke 555 S Executive Drive, 2nd Floor Brookfield, WI 53005 (262) 938-5661 na1635@att.com

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is the applicable Sub-Rider, the applicable Rider and the General Terms.

X **Rider A – Purchased Equipment**
☐ Rider B – Additional Cisco Terms
☐ Sub-Rider B1 - Cisco Try and Buy Program
☐ Sub-Rider B2 – Technology Migration Plan
☐ Rider C – Purchased Equipment Discounts
☐ Rider E – Additional Avaya Terms
☐ Rider F – ShoreTel Mobility Router

X **Rider D – Services**
☐ Sub-Rider D1 – Avaya-Provided Maintenance
X **Sub-Rider D2 – AT&T-Provided Maintenance**
☐ Sub-Rider D3 – AT&T Warranty Services
☐ Sub-Rider D4 – removed
☐ Sub-Rider D5 – Video Surveillance Equipment and Related Services
☐ Sub-Rider D6 – Enhanced Transport Service
X **Sub-Rider D7 – Statement of Work**
X Exhibit A - Insurance

CUSTOMER: **City of Lubbock**

By:_____
(by its authorized representative)

Glen C. Robertson
(Typed or Printed Name)

Mayor
(Title)

(Date)

AT&T Corp.

By: Lisa Casey-Gutshall
(by its authorized representative)

(Typed or Printed Name) Lisa Casey-Gutshall
Contracts Specialist

(Title)

(Date) 10-24-13

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

GENERAL TERMS APPLICABLE TO AT&T EQUIPMENT RESALE AND RELATED SERVICES

SERVICES AND PURCHASED EQUIPMENT

- Purchased Equipment - equipment or software ("Software") AT&T sells to Customer. Purchased Equipment includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- Services – per applicable Riders and Sub-Riders

QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a SOW. Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote.

ORDERS

(a) Order means an order for Purchased Equipment or Services including Statements of Work and requests to change an Order that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. No terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the vendor and can be ordered off the shelf without being configured or designed with other components.

TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order, any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

LIMITATION OF LIABILITY

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES (N THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Try-and-Buy or Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL TRY-AND-BUY AND PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING).

(C) TRY-AND-BUY AND PURCHASED EQUIPMENT IS NOT DESIGNED FOR USE IN LIFE SUPPORT, LIFE SUSTAINING, NUCLEAR, OR OTHER HIGH-RISK APPLICATIONS IN WHICH FAILURE OF SUCH TRY-AND-BUY OR PURCHASED EQUIPMENT COULD REASONABLY BE EXPECTED TO RESULT IN PERSONAL INJURY, LOSS OF LIFE, OR CATASTROPHIC PROPERTY DAMAGE. IF CUSTOMER CHOOSES TO USE TRY-AND-BUY OR PURCHASED EQUIPMENT FOR SUCH APPLICATIONS, CUSTOMER DOES SO AT ITS OWN RISK.

PRIOR AGREEMENTS

This Pricing Schedule replaces any existing agreements for the purchase of equipment and equipment-related products and services between Customer and the following AT&T Affiliates: SBC Global Services, AT&T DataComm and BellSouth Communication Systems, LLC.

Rider A – Purchased Equipment

AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to the carrier; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

SHIPPING AND STORAGE

(a) Shipping Charges.

(i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.

(ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.

(iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T shall retain a purchase money security interest in each item of Purchased Equipment purchased under this Pricing Schedule until Customer pays all sums due under this Pricing Schedule and all Orders. Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest.

PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T to obtain an RMA with instructions within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service plan, Customer must contact the applicable maintenance provider to obtain an RMA and instructions.

MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility under this Agreement is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

LICENSES, RESTRICTIONS, REQUIREMENTS

Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.

The manufacturer or licensor of Purchased Equipment may have additional license terms or use requirements or restrictions. Customer must assent to and comply with such terms, requirements or restrictions.

SERVICE; SERVICE PUBLICATION

Service	Service Publication Location	URL
AT&T Implementation Services	AT&T Business Service Guide Website SG Library	http://serviceguidenew.att.com

- Or per applicable Sub-Rider

INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing or arising by virtue of AT&T's performance of the Services are and will be the sole and exclusive property of AT&T and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely for Customer's own internal business purposes during the term of this Pricing Schedule or for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

ACCEPTANCE

Upon completion of Professional and Implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) business days of the Service Completion Date written notice to AT&T identifying any non-conforming Professional or Implementation Service. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for Professional and Implementation Services upon acceptance.

MAINTENANCE CHARGES

AT&T may invoice Maintenance charges in full in advance of the term for Maintenance Services and are non-refundable, either by way of cash or credits. Orders for Maintenance may not be cancelled once placed with AT&T's Maintenance vendor.

NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T

DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional costs, including labor costs. AT&T shall not be liable for such a delay. Such a delay may impact future schedules.

REMOTE ACCESS TO EQUIPMENT

Customer must provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

EQUIPMENT STORAGE

AT&T or its subcontractors may store at no charge to AT&T, a reasonable amount of AT&T's or subcontractor's equipment, materials, tools and other items necessary for the performance of Services in a secure location ("Storage Location") provided by Customer on the premises where the Services are being performed. Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to .notify AT&T of the delivery and Storage Location.

SERVICES VENDOR

If an AT&T vendor necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

Sub-Rider D2 – AT&T-Provided Maintenance Services

SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location	URL
AT&T Maintenance Solutions ("AMS") AT&T Voice Maintenance Solutions ("AVMS")	AT&T Business Service Guide Website SG Library	http://serviceguidenew.att.com

AT&T provides Maintenance Services for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

CERTIFICATION AND REVIEWS

(a) Manufacturer's Certification for Supported Equipment. If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) Changes in Supported Equipment covered by Maintenance Services. AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Service is set forth in the applicable Order. Unless either Party terminates by written notice on company letterhead with a handwritten signature at least ten (10) business days prior to expiration of the then-current Maintenance Term, the Maintenance Term automatically renews (i) for Voice Supported Equipment, for an additional one (1) year, and (ii) for Data/Video Supported Equipment, the same length as the expiring Maintenance Term. The level and price of Service shall be the same as the then-current Maintenance Term unless AT&T provides thirty (30) days written notice prior to the expiration of the then-current Maintenance Term.

PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T can not guarantee firm delivery dates.

(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Equipment from Maintenance Services and provide a pro-rata refund.

(c) AT&T will provide an RMA number for a defective part or equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be invoiced for the corresponding Replacement Product. Defective Items are the property of AT&T.

EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from defects in or normal wear and tear to Supported Equipment ("Covered Maintenance").

(b) Covered Maintenance does not include hardware defects or software failures resulting from mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible) or resulting from fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, act of God, or any other cause whatsoever not attributable to AT&T, including: accident, theft, unexplained loss, flood, wind, war, terrorism or virus; Customer-caused programming errors in software or applications; Customer-performed system configurations; Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; Customer's failure to follow manufacturer/licensor recommendations; or repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted. Diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

AT&T-PROVIDED MAINTENANCE SERVICES – MONTHLY PAYMENT OPTION

If Customer elects the monthly payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such monthly payments must be paid to AT&T Capital Services, Inc. ("AT&T Capital") in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

Date of Submission: 10/22/13

DIR SDD-1465

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T Maintenance Services: **X - Complete** **X - Essential** ☐ Dedicated **X - Custom**

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: 3 Years From: _____ To: _____ Annual Price: $214,033.19

Service Plan Payment Terms: **X - Annual**

Remittance of invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

EQUIPMENT COVERED UNDER MAINTENANCE PLAN:

Contract #66120838
3202 East 36th Street
Lubbock, TX 79401

AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $4,437.64

Avaya CS1000E – Serial #318850247 – Software Release 7.5
(16) IP Licenses
(1) Universal Trunk Card
(1) TMDI T-1 Card
(1) Analog Message Waiting Line Card
(1) 11C Compact Digital Line Card
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) US Robotics Modem
(1) Adtran T-1 ESF CSU
Associated PBX Telephone Sets

Contract #66123184
916 Texas
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $61,670.70

Nortel CS1000 – Serial #Z01125 – Software Release 7.5
(48) IP Licenses
(1) Line Side T-1 Card
(11) Dual Port DTI/PRI Cards
(9) Universal Trunk Cards
(2) TMDI T-1 Cards
(3) Succession Media Cards
(17) Digital Line Cards
(9) Analog Message Waiting Line Cards
(3) Digitone Receiver Card
(1) Telstrat Card 740-01060-01
(1) 24-Channel 1006r Call Pilot Voice Messaging System – Dongle ID 10414501 – Software Release 5
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(2) US Robotics Modem
(1) Interalia 4-Port Announcer
Associated PBX Telephone Sets
Telstrat IDVR Support Services – Serial # 04010019

Contract #66123187
1625 13th Street
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $13,118.29

(1) Avaya CS1000 E – Serial #318832241 – Software Release 6.0
(2) Universal Trunk Cards
(2) PRI T-1 Cards
(17) Digital Line Cards
(7) Analog Message Waiting Line Cards
(2) Telstrat Card 740-01060-01
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(2) US Robotics Modem
Associated PBX Telephone Sets

Contract #66123188
600 Municipal Drive
Lubbock, TX 79403
AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $7,365.03

Avaya CS1000 – Serial #318845714 – Software Release 7.5
(1) IP License
(2) Universal Trunk Cards
(2) PRI T-1 Cards
(7) Digital Line Cards
(3) Analog Message Waiting Line Cards
(3) Telstrat Card 740-01060-01
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) US Robotics Modem
(1) Interalia Announcer
Associated PBX Telephone Sets

Contract #66123189
5401 North Martin Luther King Boulevard
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $3,849.06

Avaya CS1000E – Serial #318850272 – Software Release 7.5
(1) IP License
(1) Universal Trunk Cards
(1) PRI T-1 Cards
(3) Digital Line Cards
(2) Analog Message Waiting Line Cards
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) US Robotics Modem
Associated PBX Telephone Sets

Contract #66123191
508 Davis Avenue
Lubbock, TX 79401
AT&T Maintenance Services – Essential with Pass Basic Annual Rate: $3,091.88

(1) Meridian 1 Option 11C – Serial #10102817 – Software Release 3.0
(1) Universal Trunk Cards
(1) TMDI T-1 Cards
(2) Digital Line Cards
(1) Analog Message Waiting Line Cards
(1) Maintenance Terminal
(1) Maintenance Printer

(1) SEBII Maintenance Modem
(1) US Robotics Modem
Associated PBX Telephone Sets

Contract #66123192
1301 Broadway
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $89,577.75

Avaya CS1000E – Serial #318840727 – Software Release 7.5
(56) IP Licenses
(2) Universal Trunk Cards
(2) PRI T-1 Cards
(1) Line Side T1 Card
(3) Succession Media Cards
(5) Digital Line Cards
(2) Analog Message Waiting Line Cards
(2) Telstrat Card 740-01060-01
(1) Maintenance Terminal
(1) SEBII Maintenance Modem
(1) US Robotics Modem
(1) MIRAN Card
(56) IP ISM's
Associated PBX Telephone Sets
Chrysalis Sonata CTI, CECB IVR
Avaya MPS 500 IVR

Contract #66123193
401 North Ash
Lubbock, TX 79401
AT&T Maintenance Services – Complete Annual Rate: $1,642.80

(1) Meridian Fiber Remote Cabinet
(1) Universal Trunk Cards
(2) Digital Line Cards
(1) Analog Message Waiting Line Cards
(1) Interalia 2-Port Announcer
Associated PBX Telephone Sets

Contract #66123194
1515 East Ursaline
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $3,940.98

Avaya CS1000E – Serial #318850273 – Software Release 7.5
(1) IP License
(2) Universal Trunk Cards
(1) TMDI T-1 Cards
(4) Digital Line Cards
(1) Analog Message Waiting Line Cards
(1) Telstrat Card 740-01060-01
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) US Robotics Modem
(1) Adtran ACE T-1 CSU
Associated PBX Telephone Sets

Contract #66237412
3500 Slaton Highway
Lubbock, TX 79404
AT&T Maintenance Services – Complete Annual Rate: $1,608.00

Avaya Business Communications Manager 450 – Software Release 6.0
Digital Station Media Bay Module – 32
Analog Station Media Bay Module – 8
Global Analog Trunk Module – 4
BCM450 SIP Gateway – 1 Trunk Authorization Code
BCM450 SIP Gateway – 8 Trunk Authorization Code
BCM450 IP Telephony Client -- 1 Seat Authorization Code
BCM450 IP Telephony Client – 4 Seat Authorization Code
BCM450 IP Telephony Client – 8 Seat Authorization Code
Associated BCM Telephone Sets

Contract #66123197
6001 North Guava
Lubbock, TX 79401
AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $3,628.14

Avaya CS1000E – Serial #318850246 – Software Release 7.5
(16) IP Licenses
(1) Universal Trunk Card
(1) TMDI T-1 Card
(1) Analog Message Waiting Line Card
(1) Opt 11 Mini Digital Line Card
(1) Maintenance Terminal
(1) Maintenance Printer
(1) SEBII Maintenance Modem
(1) Adtran T-1 ESF CSU
Associated PBX Telephone Sets

Contract #66123198
1902 Texas Avenue
Lubbock, TX 79401
AT&T Maintenance Services – Essential Annual Rate: $3,072.00

(1) Fiber Remote Cabinet
(5) Digital Line Cards
(3) Analog Message Waiting Line Cards
Associated PBX Telephone Sets

Contract #66123199
1010 9th Street & Texas
Lubbock, TX 79401
AT&T Maintenance Services – Essential Annual Rate: $1,536.00

(1) Fiber Remote Cabinet
(3) Digital Line Cards
(1) Analog Message Waiting Line Cards
Associated PBX Telephone Sets

Contract #66123200
1501 6th Street
Lubbock, TX 79401
AT&T Maintenance Services – Complete Annual Rate: $2,937.00

(1) Fiber Remote Cabinet
(2) Universal Trunk Cards
(3) Digital Line Cards
(3) Analog Message Waiting Line Cards
(1) Interalia Announcer
Associated PBX Telephone Sets

Contract #66123201
1306 9th Street
Lubbock, TX 79401
AT&T Maintenance Services – Essential Annual Rate: $1,536.00

(1) Fiber Remote Cabinet
(3) Digital Line Cards
(1) Analog Message Waiting Line Cards
Associated PBX Telephone Sets

Contract #66123202
5900 North Walnut
Lubbock, TX 79401
AT&T Maintenance Services – Essential Annual Rate: $1,440.00

(1) Norstar Modular ICS Key System
(1) LS/DS Trunk Card
(1) Digital Trunk Interface
Associated Norstar Telephone Sets

Contract #16148970
1801 Avenue G
Lubbock, TX 79401
AT&T Maintenance Services – Essential Annual Rate: $960.00

(1) Fiber Remote Cabinet
(1) Digital Line Card
(1) Analog Message Waiting Line Card
(1) Universal Trunk Card
Associated PBX Telephone Sets

Contract # 66207528
2501 Avenue C
Lubbock, TX 79404
AT&T Maintenance Services – Complete with Pass Basic Annual Rate: $3,778.72

Meridian 1 Option 11C – Serial #10240028 – Software Release 3.0
(8) IP Licenses
(1) Universal Trunk Cards
(1) PRI T-1 Cards
(3) Digital Line Cards
(1) Analog Message Waiting Line Cards
(1) Maintenance Terminal
(1) SEBII Maintenance Modem
(1) Digital Link Solo T-1 CSU
(1) MDR Buffer Box
Associated PBX Telephone Sets

Contract # 66207527
401 North Boston
Lubbock, TX 79415
AT&T Maintenance Services – Complete Annual Rate: $2,400.00

(1) Norstar Modular ICS Key System
(1) LS/DS Trunk Card
(1) Digital Trunk Interface
(1) Digital Station Module
(3) Analog Station Modules
(1) 6-Port Expansion Module
Associated Norstar Telephone Sets

Contract # _____
6202 North I-27
Lubbock, TX 79403
AT&T Maintenance Services – Essential **Annual Rate: $2,443.20**

Meridian 1 Option 11C Switching System – Serial # 10124154 – Software Release 3.0
Associated PBX Telephone Sets

EQUIPMENT NOT COVERED UNDER MAINTENANCE PLAN:

Headsets, portable/wireless/cordless telephone sets, answering machines, UPS systems, power conditioners, power supplies, batteries, charger kits, perishable /consumable commodities such as printer ribbons, printer cartridges, etc.

Avotus InteleControl Attendant Pro is excluded. Octel Voice Messaging System is excluded.

The ISI Telemanagement Solutions support services are currently under coverage directly with ISI Telemanagement through 07/24/14 for the Select 2500 and 01/19/15 for the additional data source. The ISI Telemanagement Solutions support will be excluded from the current maintenance agreement. As these coverage's near their respective expiration dates AT&T will provide pricing and the option to add this support to the maintenance agreement to the City of Lubbock.

SPECIAL TERMS AND CONDITIONS:

Avaya's Partner Assurance Support Services Basic (GE4300) allows AT&T the ability to provide 3rd tier and corrective content support on those systems noted above.

Coverage on the Avaya MPS 500 IVR will be provided directly by Avaya as noted below:

QTY	Part #	Description
1	GT6301CP1	Avaya Express Base MPS 500 New/Upgrade Sys w/HW or TMS - Customer Care (M-F, 9:00-17:00 local time) - SLNCP1
2	GT6301CP2	Avaya Express MPS500 INCREM SPCH SRVR - Customer Care (M-F, 9:00-17:00 local time) - SLNCP2
48	GT6301CP6	Avaya Express LICENS FOR NEW SYS -Customer Care (M-F, 9:00-17:00 local time) - SLNCP6
2	GT6301CP7	Avaya Express MPS 500 DATABASE CLIENT -Customer Care (M-F, 9:00-17:00 local time) - SLNCP7
24	GT6305CQ8	Avaya Express SS/IVR Nuance speech license/channel per channel 1st Language (Tier 1)-SLNCQ8
24	GT6305CR2	Avaya Express SS/IVR Nuance speech license/channel per channel 1st Language (Tier 3) - SLNCR2
48	GT6305CR6	Avaya Express SS/IVR Nuance speech license/channel per channel 1st Language (TTS) - SLNCR6

Chrysalis Premium 24x7 Service and Support plan for IVR, Sonata CTI, CECB

Description of Premium (24x7) Service and Support Plan:

If a failure of the Software should occur that has a material adverse effect on customer's ability to use the software ('emergency'), Chrysalis shall use its best efforts to isolate the defect or failure and install at Customer's site a program fix or patch. Chrysalis shall respond within two (2) hours of notice of the failure seven days a week, 24 hours a day, 365 days of the year including holidays. Failures of the Software which do not constitute an emergency shall normally be corrected and a program fix or patch tested at the customer's site within 48 hours of notice of the failure including weekends and holidays. Details on the terms and conditions of maintenance and warranties are available in separate documents.

The Service and Support Plan does not cover changes requested by the customer, changes made by the customer or agents of the customer or changes to the database access. These items can be modified using the Change Order Process. As long as the customer has purchased Service and Support Plan coverage, they will be given top priority in either responding to trouble calls or implementing change requests.

AT&T Quarterly Preventative Maintenance:

As part of the normal maintenance procedures AT&T performs an annual preventative maintenance activity 60-120 days prior to contract end date or on a multi-year contract on the annual contract anniversary date. With respect to the City of Lubbock's requirement for a quarterly preventative maintenance update this would normally be an additional charge. AT&T will perform quarterly updates in conjunction with discussions with the City contact to ensure appropriate reviews are taking place.

CITY OF LUBBOCK, TEXAS
RFP 13-11523-DT
Telephone Maintenance Services

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):

TYPE	AMOUNT
1. **Worker's Compensation**	Statutory
Or	
Employers Liability	
2. **Commercial General (public) Liability** insurance including coverage for the following:	
a. General Aggregate	Combined single limit for
b. Products/completed operations	bodily injury and property
c. Personal injury	damage of $1,000,000 per
d. Advertising injury	occurrence or its equivalent.
e. Contractual liability	
3. **Comprehensive Automobile**	Combined single limit for
Liability insurance, including	bodily injury and property
Any Auto	of $1,000,000 per occurrence

The City of Lubbock shall be named 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. 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. 16.**

Meeting Date: 11/07/2013

Information

Agenda Item

Contract Resolution - Fire Department: Consider a resolution authorizing the Mayor to execute amendment 1 to contract 10573 a First Responder Agreement between the Lubbock County Hospital District d/b/a UMC EMS and the Lubbock Fire Department.

Item Summary

This is amending the agreement (Resolution 2012-R0298) between the Lubbock County District d/b/a UMC EMS; UMC EMS, an EMS provider licensed by the Department of State Health Services (DSHS) and the City of Lubbock, Texas, acting through the Lubbock Fire Department. This agreement defines the terms and conditions among the parties wishing to coordinate emergency medical services inside the city limits of Lubbock, Texas.

Fiscal Impact

No fiscal impact. Expenditures are not anticipated to exceed what is authorized in the normal operating budget.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Amendment - First Responders

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Amendment to First Response Agreement, by and between the Lubbock County Hospital District d/b/a UMC EMS, an EMS provider licensed by the Department of State Health Services and the City of Lubbock, Texas acting through the Lubbock Fire Department, an affiliated Advanced Life Support First Responder Organization, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend Agrmt-UMC EMS
October 15, 2013

AMENDMENT
to
First Response Agreement between
UMC EMS and Lubbock Fire Rescue

This Amendment applies to an Agreement previously entered into between the Lubbock County Hospital District, d/b/a UMC EMS ("UMC EMS") and the City of Lubbock, Texas acting through Lubbock Fire Rescue ("LFR") effective July 1, 2012.

The parties desire to amend the Agreement to document operational changes. For ease of the parties, the parties amend the agreement and restate the provisions not amended. The revised and restated agreement is set forth in its entirety below.

The Agreement and this Amendment set forth all terms, conditions, and requirements for the parties and supersede any earlier agreements, writings, or promises. In the event of conflict or inconsistency between the Agreement and this Amendment, the terms of this Amendment shall govern.

Effective upon its execution, the parties agree to amend and restate the Agreement as follows:

This Agreement is between the Lubbock County Hospital District d/b/a UMC EMS, ("UMC EMS") an EMS provider licensed by the Department of State Health Services ("DSHS"), and the City of Lubbock, Texas acting through Lubbock Fire Rescue ("LFR"), an affiliated Advanced Life Support (ALS) First Responder Organization, as defined in the Texas Administrative Code, Title 25, Chapter 157, §157.14.

The parties wish to coordinate emergency medical services inside the city limits of Lubbock, Texas.

The parties agree to the following terms and conditions:

1. LFR personnel will respond to medical emergencies inside the established city limits of Lubbock, Texas. LFR agrees to respond to emergency medical requests in said area, 24 hours per day, every day of the year to assist UMC EMS.

2. UMC EMS and LFR will receive 911 calls at the same time through multiple PSAP switchboards. LFR agrees to send closest LFR first responder to the call.

3. UMC EMS and LFR agree to use radio channel ***Fire 1*** for traffic monitoring when responding to a medical call. This will allow communication between UMC EMS and LFR.

4. LFR will operate under medical protocols established by a committee of LFR and UMC EMS personnel under the direction and final approval of the Medical Director. This group will be called the "Lubbock Area Prehospital Consortium," herein referred to as LAPC. The protocols established will be called the, "Lubbock Area Prehospital Treatment Protocols," herein referred to as the LAPC Treatment Protocols.

5. An agreed upon physician will serve as the Medical Director for both LFR and UMC EMS (herein referred to as the Medical Director). UMC will enter into a separate written agreement with the Medical Director for services. UMC shall be responsible for payment of compensation under a separate written agreement. The duties of the Medical Director, specific to LFR, will include:
    a. assisting with the development of LFR policies and procedures,
    b. overseeing competency testing and skills assessment of LFR personnel,
    c. interacting with LFR personnel to understand LFR operations,
    d. conduct case reviews of LFR responders as often as necessary to provide adequate opportunity to maintain attendance goals set by the medical director,
    e. when available, respond to city wide disasters and/or act as an on-scene physician
    f. represent LFR issues or concerns to the UMC Vice President responsible for the UMC EMS service,
    g. other issues deemed necessary.

6. UMC EMS and LFR will be represented at all quality assurance meetings and other similar functions regarding LFR/UMC EMS operations inside the City of Lubbock. Monthly meetings will include the UMC EMS Director, the Medical Director, and LFR Chief or their respective designees to discuss all operations between the services.

7. Only personnel who are certified by DSHS will perform actual patient care that is not within the normal scope of training for a Texas trained firefighter. When on an emergency medical scene, LFR personnel will be readily identified as to their level of medical training and member service.

8. LFR will respond to all scenes code 3 unless otherwise dictated by LFR policy and procedures and as dictated by Lubbock Police Department on stage back situations.

9. LFR will respond with all required equipment and supplies to be used in patient treatment. The equipment and supplies used by LFR will be listed and approved by the Medical Director. All equipment and supplies will be maintained in good condition and ready for an emergency response.

   All LFR responses will be with BLS equipment to support the patient until ALS arrival via UMC EMS. Use of certain ALS equipment and procedures by LFR personnel maintaining an advanced DSHS certification and in full compliance with all Medical Director requirements will be done in accordance with and when indicated by the Lubbock Area Prehospital Treatment Protocols and with prior approval of the Medical Director. Qualified LFR personnel may perform ALS care.

10. A patient "hand-off" is the transfer of patient care from one medical provider to another. Effective communication and cooperation is necessary for a safe and successful transition. In handing off the care, the provider should give all appropriate information about the patient's condition and the care that has been given. To the extent available, this should include: Patient's Age and Sex, Chief Complaint, Level of Responsiveness, Airway Status, Breathing Status, Circulation Status, Physical Exam Findings, History, and Treatment and Interventions.

    It is the desire of both the LFR and UMC EMS to ensure patients receive care from a paramedic as soon as it is safe and appropriate for a paramedic to provide patient care. Therefore, LFR and UMC EMS agree to the following:

    At a rescue scene, LFR shall have primary responsibility for a patient who is entrapped and requires special rescue and extrication procedures, such as vehicle, confined space, trench or water rescue. If UMC EMS has arrived on the scene first, UMC EMS shall hand off the patient to LFR for

rescue and medical care in the area of entrapment, if the area of entrapment is deemed unsafe by LFR. Once LFR has extricated the patient, LFR shall hand off the patient to UMC EMS.

At all other scenes, UMC EMS shall have primary responsibility for the patient. If LFR has arrived on the scene first, LFR shall hand off the patient to UMC EMS.

At all times, LFR and UMC EMS personnel shall provide such assistance to each other as may be requested and appropriate to the provider's licensure and training. LFR agrees to accompany the transporting ambulance to the receiving hospital at UMC EMS's request.

11. LFR will provide appropriate patient care transfer, patient information gathered, and care rendered prior to UMC EMS arrival. LFR personnel will document all pertinent patient findings and treatments in a patient record that will be maintained and completed by LFR at their respective facilities. LFR will provide to UMC EMS upon written request a full written report within 1 business day of any patient care record unless otherwise prohibited by local, state, or federal law.

12. All responders will be responsible for maintaining written and verbal confidentiality of any and all protected patient information and taking reasonable precautions to prevent any unauthorized disclosure of records provided or prepared under the terms of this agreement.

13. Each party shall be responsible for its own acts or omissions and for any and all claims, liabilities, injuries, suits, demands, and expenses of all kinds which may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by that party or its employees or representatives in the performance or omission of any act or responsibility of that party under this agreement.

14. LFR personnel and UMC EMS personnel have the right to cancel each other in limited circumstances which shall free the other responding units to be available for another call.

a. UMC EMS agrees to cancel LFR when UMC EMS arrives on scene of an EMS call prior to LFR arrival and the LFR is not needed for patient care.
b. LFR agrees to cancel UMC EMS when LFR arrives on scene of a motor vehicle collision (MVC) with no injuries; a false call; or structure fires when UMC is not needed for patient care.
c. Neither LFR nor UMC EMS will leave the scene of a medical emergency or fire call unless agreement is reached between both parties on the scene and is confirmed with both EMS and Fire dispatch.
d. Occasionally, Lubbock Police Department will cancel UMC EMS in route to the scene of a MVC without apparent injures. However, LFR personnel on scene may later identify potential injuries for which a potential patient denies treatment and/or transport. In these situations, LFR will request UMC EMS presence at the scene to assess potential injuries and to either transport the patient or have the patient document his/her refusal of treatment and/or transport.

15. UMC EMS and LFR agree to exchange quarterly statistics for quality improvement. Representatives from each organization will meet to go over any concerns and quality improvement issues. Quarterly statistics will be comprised of skills proficiency percentages for personnel, response times, number of responses, and any other issues that may deal with personnel and/or patient care.

16. LFR will provide documentation of ongoing ALS skills training and quarterly competency testing of LFR personnel with advanced DSHS certification. This training meets the same standards as required of UMC EMS personnel. LFR personnel with advanced DSHS certification may complete quarterly competency testing and skills check-offs with LFR Field Training Officers, UMC EMS Senior Field Training Officer or the Medical Director.

17. Case Reviews. UMC EMS must attend one live case review per quarter and view four video case reviews per year. LFR must attend 1 case review per quarter to be held at LFR facilities. The Medical Director will attend all case reviews held at LFR facilities.

18. Relationship of the Parties. This Agreement does not establish a partnership, joint venture, or employer/employee relationship between the parties, nor shall it be construed to do so in any manner.

19. Waiver. The waiver by either party of a breach or violation of any provision of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach of any provision of the Agreement.

20. Notice. All notices required or permitted to be given under this Agreement shall be sufficient if furnished in writing, sent by registered mail, to the party's last known principal office.

21. Governing Law. This Agreement shall be interpreted, construed, and governed according to the laws of Texas. Venue shall be in Lubbock, Lubbock County, Texas for all purposes.

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

23. Assignment. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs (as applicable), legal representatives, successors, and permitted assigns. The parties acknowledge that their services are unique and agree that they may not assign this Agreement nor any rights, interests, or obligations hereunder without the written consent of the non-assigning party.

24. Entire Agreement. This Agreement supersedes all previous contracts, and constitutes the entire agreement respecting the services described herein.

25. Amendments. This Agreement may be modified or amended only if such amendment is made in writing and signed by the signatory parties hereto.

26. Compliance. The parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other party to

facilitate its compliance, except for records that are confidential and privileged by law. Each party shall have or designate a Compliance Officer or liaison with whom compliance issues shall be coordinated.

27. Access to Records. The parties agree that until the expiration of six years after the furnishing of services provided under this Agreement, the parties will make available to the Secretary of the United States Department of Health and Human Services ("the Secretary"), the United States Comptroller General, or the Texas Department of State Health Services, and their duly authorized representatives, this contract and all books, documents, and records necessary to certify the nature and extent of the costs of those services. If a party carries out the duties of this Agreement through a subcontract, the subcontract will also contain an access clause to permit access by the Secretary, the United States Comptroller General, the Texas Department of State Health Services, and their representatives to the related organization's books and records.

28. Certification. Each party certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract or any government program by any federal department or agency or by the State of Texas. EACH PARTY WILL NOTIFY IMMEDIATELY THE OTHER PARTY if this status changes and the name of any person who provides services under this Agreement or who has an ownership or controlling interest or is an agent or managing employee who is convicted of a criminal offense related to the person's involvement in a government program or is suspended, debarred, or excluded from participation in a government program.

29. Non-Discrimination. Each party shall provide services without discrimination based on race, color, national origin, age, sex, disability, or political or religious beliefs.

30. Confidentiality. In the course of accomplishing services under this agreement, the parties will receive information, data, items and materials relating to each other's personnel, business plans, methods and techniques, financing, financial condition, customers, lists, accounts, pricing debts, assets, facilities and marketing, which both parties agree is Confidential Information. The parties agree not to disclose the Confidential Information of the other party, to any third party, without express written consent, either during the term of this agreement or for two years after its

termination, except as required by law. Confidential Information does not include information that is (a) generally known in the industry in which the parties compete; or (b) is readily ascertainable by lawful means.

31. Term. This agreement is for a term of two years, beginning July 1, 2012. Each July, the parties will review this agreement. Any amendments to this agreement shall be made in writing, signed by the parties, and submitted to DSHS. This contract can be terminated by any party providing 60 day written notice with the reasons of such. Either party may terminate this agreement at any time if patient safety is jeopardized by continuation of the agreement.

DAVID ALLISON, President and CEO
UMC Health System

GERAD TROUTMAN, MD,
Medical Director

GLEN C. ROBERTSON, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mike Kemp, Fire Chief
Lubbock Fire Rescue

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

Regular City Council Meeting **5. 17.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-O0097 for Zone Case 921-O, a request of Eric Thompson, for Briercroft Center LLC, for a zoning change from C-3 to C-4 on Lot B, less the southeast portion, Briercroft 2nd Addition, 5300 Avenue Q.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

General comments:
The applicant is proposing C-4 to open the Briarcroft Center to a wider range of permitted uses. Mr. Thompson has submitted a "strike" list for consideration by the Commission. Several adjacent property owners have expressed concern for open C-4.

Adjacent land uses:
N – commercial
S – residential
E – commercial
W – commercial, vacant

Comprehensive Land Use Plan (CLUP):
Regarding the CLUP, the parcel is eligible for C-4 as abutting a U.S. designated Highway. The land use issue is the impact on immediately adjacent single family residential.

Zoning Policy:
As noted, the parcel is eligible for a C-4 discussion, the issue should focus on whether any of the proposed C-4 uses versus an open District infringe on the long time existing residential to the south, and at a further distance, to the west. The proposed strike list has a significant number of the typical C-4 uses eliminated.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
With the "strike list", the staff is recommending the Commission judge the remaining uses and the potential impact or not on the adjacent owners. The applicant at one point even discussed installing a screening fence, as this center was built before screening was required. That one gesture would go a long way in separating the residential from the south to any activity on the shopping center lot. The new owners of the center are attempting to revive a struggling center, and the staff is fully open to discussion of a way to succeed, but not at the expense of adjacent residential.

The Planning and Zoning Commission (P&Z) recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting with the following conditions:

1. The parcel shall be **limited to the following C-4** uses and all permitted C-3 uses:
a. (1) Any use unconditionally permitted in the “C-2A”, “C-2” or “C-3” Districts.
b. (3) Ambulance service.
c. (9) Barber and beauty shop supply dealer.
d. (14) Café Supply Dealer, Fixtures, Used (All merchandise must be in a building).
e. (16) Canvas goods shop, tents and awnings (no manufacturing).
f. (18) Consignment clothing store. (No outside storage or display).
g. (20) Dance hall (no mixed alcoholic beverage sales permitted).
h. (22) Feed store with no grinding, packaging, or mixing of feed permitted.
i. (23) Frozen food lockers.
j. (24) Furniture store, used. (All merchandise must be in a building).
k. (25) Game room, pool, billiard and/or domino parlor.
l. (31) Home improvement center. All materials must be in a building. However, outside display in conjunction with the on premises sale of plant material and garden and yard equipment shall be permitted subject to the regulations of this district.
m. (34) Janitorial or cleaning service.
n. (35) Job printing and lithographing.
o. (36) Laboratory, chemical, general analysis.
p. (37) Laundry, commercial.
q. (38) Linen and towel supply service.
r. (39) Lumber yard, with no mill. All materials must be in a building.
s. (40) Magazine agency.
t. (41) Mobile home sales.
u. (42) Monument sales. (Outside display permitted).
v. (45) Nightclub, bar or lounge.
w. (46) Nonprofit training centers with retail sales.
x. (47) Pest control service.
y. (49) Public utility installations such as, but not limited to, railroad rights-of-way and tracks, transformer stations, transmission lines, telephone exchanges, lift stations, pumping stations, but in no event shall this be construed as permitting such uses as garages and shops, railroad yards, loading yards or warehouses.
z. (50) Print shop.
aa. (51) Produce market.
bb. (52) Public kennel (totally within a building).
cc. (53) Rental store.
dd. (55) Restaurants, not including restaurants with the sale of alcoholic beverages as an incidental use, (business permitted outside the building).
ee. (57) Secondhand goods store or pawnshop.
ff. (59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.
gg. (60) Store fixtures sales (no manufacturing permitted).
hh. (64) Upholstery shop–Furniture.
ii. (65) Veterinary hospital (totally within a building).
jj. (67) Winery Tasting Facility.

2. Should a bar, nightclub or lounge be leased in the shopping center, the applicant shall construct a six foot screening fence on the south property line of the shopping center.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

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. 921-O;** A ZONING CHANGE FROM **C-3** TO **C-4** ZONING DISTRICT ON **LOT B, LESS THE SOUTHEAST PORTION, BRIERCROFT 2ND ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 921-O

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** to **C-4** zoning district on **Lot B, less the southeast portion, Briercroft 2nd Addition,** City of Lubbock, Lubbock County, Texas located at **5300 Avenue Q,** subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the parcel shall be limited to the following C-4 uses and all permitted C-3 uses:**

   a. **(1) Any use unconditionally permitted in the "C-2A", "C-2" or "C-3" Districts.**

   b. **(3) Ambulance service.**

   c. **(9) Barber and beauty shop supply dealer.**

   d. **(14) Café Supply Dealer, Fixtures, Used (All merchandise must be in a building).**

   e. **(16) Canvas goods shop, tents and awnings (no manufacturing).**

   f. **(18) Consignment clothing store. (No outside storage or display).**

   g. **(20) Dance hall (no mixed alcoholic beverage sales permitted).**

   h. **(22) Feed store with no grinding, packaging, or mixing of feed permitted.**

   i. **(23) Frozen food lockers.**

   j. **(24) Furniture store, used. (All merchandise must be in a building).**

   k. **(25) Game room, pool, billiard and/or domino parlor.**

   l. **(31) Home improvement center. All materials must be in a building. However, outside display in conjunction with the on premises sale of plant material and garden and yard equipment shall be permitted subject to the regulations of this district.**

   m. **(34) Janitorial or cleaning service.**

   n. **(35) Job printing and lithographing.**

   o. **(36) Laboratory, chemical, general analysis.**

   p. **(37) Laundry, commercial.**

   q. **(38) Linen and towel supply service.**

   r. **(39) Lumber yard, with no mill. All materials must be in a building.**

   s. **(40) Magazine agency.**

   t. **(41) Mobile home sales.**

u. (42) Monument sales. (Outside display permitted).

v. (45) Nightclub, bar or lounge.

w. (46) Nonprofit training centers with retail sales.

x. (47) Pest control service.

y. (49) Public utility installations such as, but not limited to, railroad rights-of-way and tracks, transformer stations, transmission lines, telephone exchanges, lift stations, pumping stations, but in no event shall this be construed as permitting such uses as garages and shops, railroad yards, loading yards or warehouses.

z. (50) Print shop.

aa. (51) Produce market.

bb. (52) Public kennel (totally within a building).

cc. (53) Rental store.

dd. (55) Restaurants, not including restaurants with the sale of alcoholic beverages as an incidental use, (business permitted outside the building).

ee. (57) Secondhand goods store or pawnshop.

ff. (59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

gg. (60) Store fixtures sales (no manufacturing permitted).

hh. (64) Upholstery shop–Furniture.

ii. (65) Veterinary hospital (totally within a building).

jj. (67) Winery Tasting Facility.

2. THAT should a bar, nightclub or lounge be leased in the shopping center, the applicant shall construct a six foot screening fence on the south property line of the shopping center.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

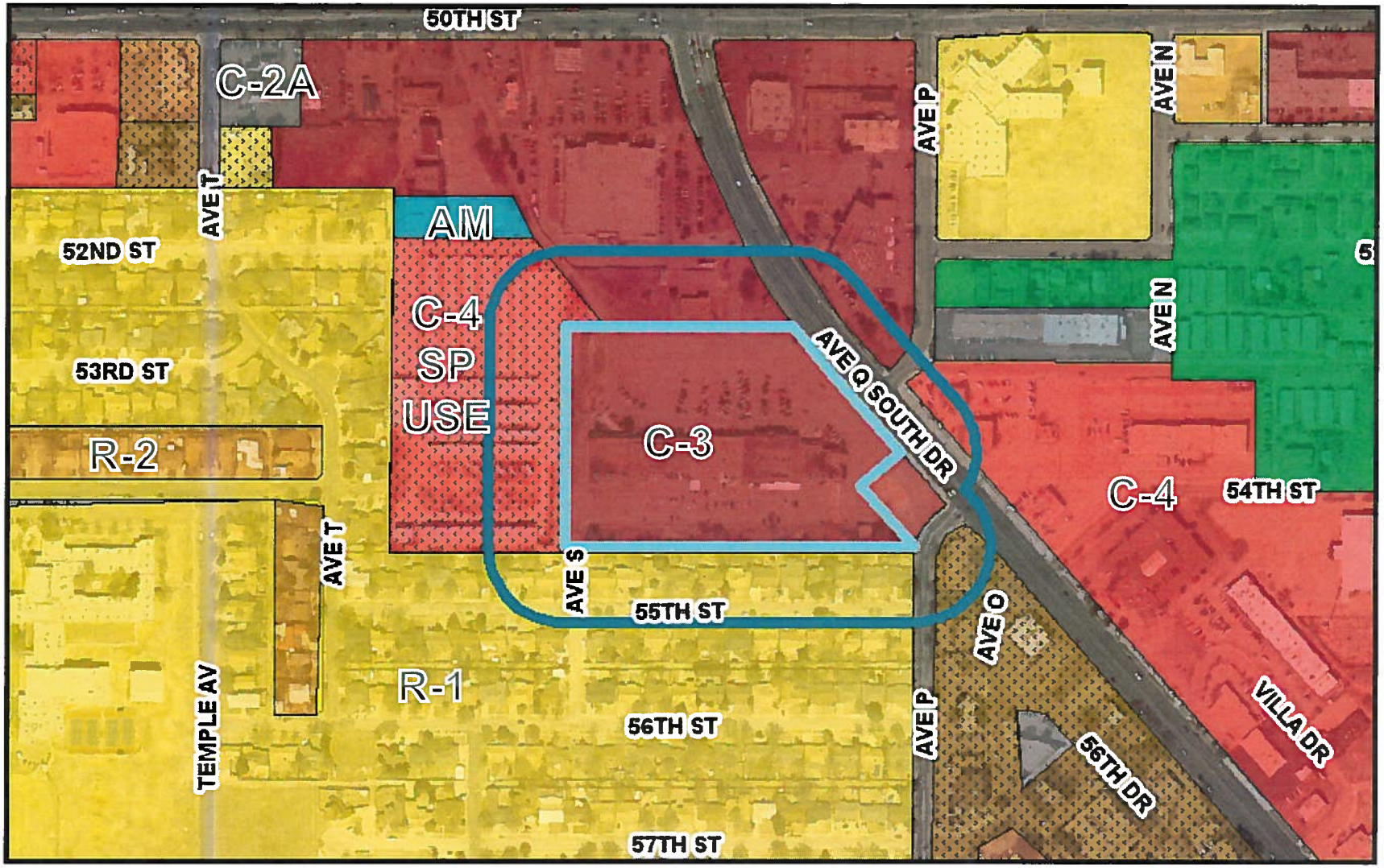
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

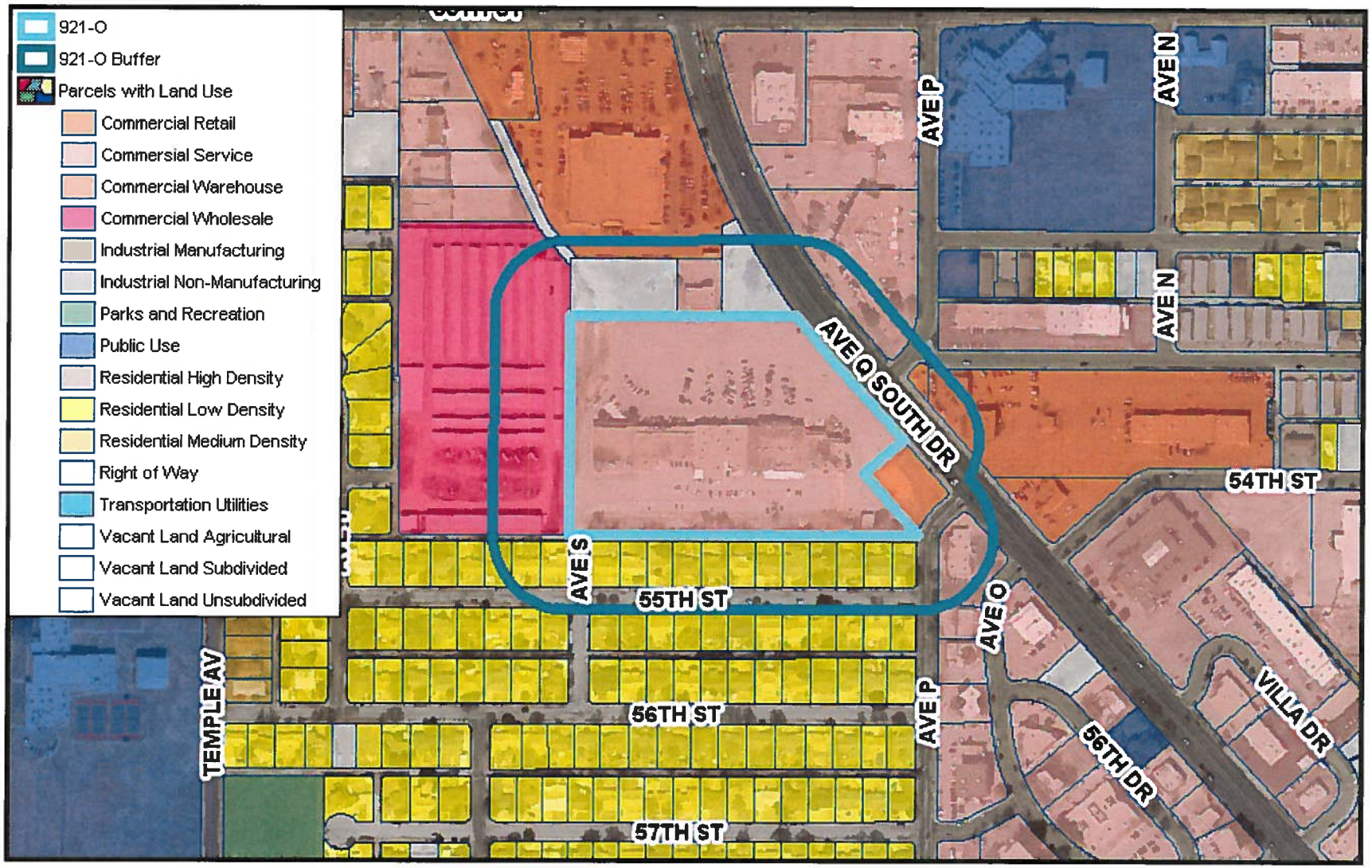
vw/CityAtt/Chad/Zones/ZC921-O
October 8, 2013



P.Z.C. Case 921-O



P.Z.C. Case 921-O Zoning



P.Z.C. Case 921-O

Request of Eric Thompson (for Briercroft Center LLC) for a zoning change from C-3 to C-4, 5300 Avenue Q

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) ERIC THOMPSON ~~BRIERCROFT CENTER LLC~~ on behalf of **For** BRIERCROFT CENTER LLC

5300 AVE Q
Street/Post Office Box

7831 SE STARK ST #103
Street/Post Office Box

LUBBOCK TX 79412
City State Zip

PORTLAND, OR 97215
City State Zip

(901) 328 0450 / 806-765-9430
Telephone

(503) 251-4888
Telephone

Location or Address: 5300 AVE Q LUBBOCK TX 79412

Legal Description:* BRIERCROFT 2ND L B LESS SE PT

Existing Land Use: SHOPING CENTER **Existing Zoning:** C-3

Acreage or Square Footage of Property: 498877.0000 F

Zoning Requested: C-4

Proposed Development: N/A - EXISTING SHOPING CENTER

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

Eric N. Thompson
Applicant's Signature

12 AUG 2013
Date

Pd $520 CASH rc#178711 KS 9/6/13
Filing Fee: ($475.00 for the first acre; $3.00 for each additional acre; ~~$165 for Non-Profit~~)

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

For City Use Only

PIN: 7439 MAP 6

Zone Case No.: 921-O **Agenda No.:** 3

Request for zoning change from: C-3 **To:** C-4

on Lot(s): LOT B less SE PT **Block(s):** —

Subdivision: Briercroft 2nd **Address:** 5300 Ave Q S Drive

September 30, 2013

Letter to the Lubbock Planning and Zoning Board

I am writing regarding the proposed zoning change at 5300 Avenue Q, Lubbock, Texas 79412. I really wish I could be present to discuss this matter in person. However, please do not view my absence as a lack of interest, but instead as an indication of the hard work and dedication to work that is necessary to maintain a home, household, and community. If possible, I would welcome an opportunity to address this matter on another occasion. As a homeowner and family-oriented person in the Briercroft/Bayless-Atkins Neighborhood, I would like to express my desire to have a neighborhood and community that promotes community, family, wholesome morals and values, and an environment that is safe in which to live and raise a family. With all of this in mind, I would like to strongly object to the zoning change that, if changed to C-4 status, would be less restrictive to the type of businesses and commerce that can occur on the lot behind my and my neighbor's homes.

Background information on the neighborhood is it is an area populated by retirees and working class persons with families. The homeowners have worked and studied hard and long to invest in a home in an area that is family-oriented, safe, and a nice looking community. One of the personal joys is being able to walk in my neighborhood, regardless of the time of day. The people in our neighborhood, like my wife and I, had to work hard, make sacrifices, and save diligently to purchase and maintain our home. In other words, we do not take for granted what we have and do not think that even without inaction on our part, our community will remain a safe and thriving placing to live and raise a family.

Even though, in recent years, due to the corner liquor stores, low-income apartments, sex offenders, and transient and homeless individuals in the neighborhood some of these things have already suffered. However, my neighbors and I do not want any further degradation of our property values and sense of safety in our community. I cannot believe that business owners could be so greedy as to impose on a neighborhood, a business or activity that they wouldn't allow next to their own home. Some businesses have no place in a community where people raise their families, where people walk their pets, where families enjoy evenings on the porch and in their yards.

In case you are unaware, property crimes, murders, shootings, assaults, car wrecks, sexual assaults, are among a myriad of undesirable behaviors that increase in the vicinity of nightclubs and adult oriented businesses. I do not suggest that the business owner would encourage criminal behavior or that the business owner would not attempt to prevent such behavior, however, it is just a fact that despite best efforts, crimes increase around certain business. A reasonable person cannot offer a legitimate argument to dispute this. Also, some of the worst characters are attracted to places that encourage drunkenness, lewd, insidious behavior. It may need repeating, certain businesses do not have a place in a community where people are just trying to raise their families and maintain a wholesome environment.

Thank you for your time,

Jordan & Rita Rylan

1602 55th St, Lubbock, TX 79412

2013
R124638

08/07/2013

Current Owner	Legal Description	Exemptions	Market
BRIERCROFT CENTER LLC (O0077246) 7831 SE STARK ST #103 PORTLAND,OR 97215	BRIERCROFT 2ND L B LESS SE PT		1,498,596
		Entities	Assessed
		CLB, GLB, HSP, SLB, WHP	1,498,596

Situs Address

5300 AVE Q
LUBBOCK, TX 79412

Sales

Date	Volume	Page	Seller Name
09/04/2007	2007-37324		HELMOS INTERESTS LTD
07/24/2007	2007-30835		HELMOS GP LLC
08/03/2006	2006-32767		LUBBOCK COMMERCIAL BLDGS

History Information

	2013	2012	2011	2010
Imp HS	$0	$0	$0	$0
Imp NHS	$865,022	$835,454	$809,422	$783,172
Land HS	$0	$0	$0	$0
Land NHS	$633,574	$633,574	$633,574	$633,574
Ag Mkt	$0	$0	$0	$0
Ag Use	$0	$0	$0	$0
Tim Mkt	$0	$0	$0	$0
Tim Use	$0	$0	$0	$0
HS Cap	-	-	-	-
Assessed	$1,498,596	$1,469,028	$1,442,996	$1,416,746

Building Attributes

Construction	Foundation	Exterior	Interior	Roof	Flooring
Heat/AC	**Baths**	**Fireplace**	**Year Built**	**Rooms**	**Bedrooms**
			1966		

Land Segments

SPTB	Description	Area	Market	Ag Value
F1	Commercial	498877.0000F	633,574	0

Improvements

Type	Description	Area	Year Built	Eff Year	Value
C	Commercial				$811,571
MA	MA - Main Area	76832	1966	1966	$752,873
AP1	AP1 - Paving Asphalt	32138	1966	1966	$5,785
LTS4	LTS4 - Quad Head Ligh	3	1999	1999	$2,028
MA50	MA50 - Addition	2586	1966	1966	$0
CA1	CA1 - Canopy	1126	1966	1966	$5,044
CA1	CA1 - Canopy	339	1966	1966	$1,519
CA1	CA1 - Canopy	243	1966	1966	$1,089
CA1	CA1 - Canopy	1304	1966	1966	$5,842
CA1	CA1 - Canopy	621	1966	1966	$2,782
CA1	CA1 - Canopy	278	1966	1966	$1,245
CA1	CA1 - Canopy	2192	1966	1966	$9,820
CA1	CA1 - Canopy	549	1999	1999	$4,392
CP1	CP1 - Paving Concrete	6652	1966	1966	$4,656
MA	MA - Main Area	800	1966	1966	$14,496
C	Commercial				$53,451
MA	MA - Main Area	216	1982	1982	$53,451

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.: 921-O

In Favor of ____

Opposed X

Reasons and/or Comments:

no one has contacted us on what they want the zone chsie change for what type of Business?

RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Print Name Michael Poston

Signature: [signature]

Address: 3110 Frankford Ave.

Address of Property Owned: 1719 50th

Zone Case Number: 921-O 77621
RATSOP INC
3110 FRANKFORD AVE

LUBBOCK TX 79407

09/27/2013 17:04 8067853450 GARGOYLE STRUCTURES PAGE 01/01

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.: 921-O**

In Favor of ____

Opposed X

Reasons and/or Comments:

1. Noise pollution
2. Promotion / encouragement of lewd behavior
3. Attraction / inducement of ~~drug~~ Driving Under the influence
4. Decreased property values
5. Crime increase

Print Name Gordon Robison Rita Robison

Signature: Gordon Robison Rita Robison

Address: 1602 55th St, Lubbock, Texas 79412

Address of Property Owned: 1602 55th St, Lubbock, Tx 79412

Zone Case Number: 921-O 7391
ROBISON GORDON D &
RITA R
1602 55TH ST

LUBBOCK TX 79412-2802

Proposed Strike List of C-4 Uses

Sec. 40.03.2233 Permitted uses

[Permitted uses in this district are the following:]

(1) Any use unconditionally permitted in the "C-2A", "C-2" or "C-3" Districts.

(2) Agriculture implement and tractor sales and service (totally within a building).

(3) Ambulance service.

(4) Automobile body shops, outside storage limited to customer vehicles only.

(5) Automobile brake shop.

(6) Automobile seat cover and upholstery shop.

(7) Automobile transmission shop.

(8) Automobile and recreational vehicles sales and service (may include body and paint shop, as accessory use). Outside display in conjunction with the on premises sale or rental of automobiles and recreational vehicles shall be permitted subject to the regulations of this district.

(9) Barber and beauty shop supply dealer.

(10) Billboards (subject to the provisions of Section 23 {29-26} [article 40.04, division 1].

(11) Boat and boat trailer sales and service. Outside display in conjunction with the on premises sale or rental of boats and boat trailers shall be permitted subject to the regulations of this district.

(12) Builders supply. All materials must be in a building.

(13) Bus station.

(14) Café Supply Dealer, Fixtures, Used (All merchandise must be in a building).

(15) Candy plant.

(16) Canvas goods shop, tents and awnings (no manufacturing).

(17) Commercial private clubs and teenage clubs.

(18) Consignment clothing store. (No outside storage or display).

(19) Dairy supply dealer.

(20) Dance hall (no mixed alcoholic beverage sales permitted).

(21) Electrical equipment repairs.

(22) Feed store with no grinding, packaging, or mixing of feed permitted.

(23) Frozen food lockers.

(24) Furniture store, used. (All merchandise must be in a building).

(25) Game room, pool, billiard and/or domino parlor.

(26) Garage, public, repair. (Outside storage of customer automobiles authorized.) All work and separate parts shall be inside a building.

(27) Garden center. Outside display in conjunction with the on premises sale of plant material and garden and yard equipment shall be permitted subject to the regulations of this district.

(28) Gasoline service station. (Business permitted outside of building and outside displays of products permitted within three (3) feet of the building).

(29) Golf driving range. (Business permitted outside of building).

(30) Greenhouse and plant nursery. Outside display in conjunction with the on premises sale of plant material and garden and yard equipment shall be permitted subject to the regulations of this district.

(31) Home improvement center. All materials must be in a building. However, outside display in conjunction with the on premises sale of plant material and garden and yard equipment shall be permitted subject to the regulations of this district.

(32) Hotel or motel.

(33) Hot tamale plant.

(34) Janitorial or cleaning service.

(35) Job printing and lithographing.

(36) Laboratory, chemical, general analysis.

(37) Laundry, commercial.

(38) Linen and towel supply service.

(39) Lumber yard, with no mill. All materials must be in a building.

(40) Magazine agency.

(41) Mobile home sales.

(42) Monument sales. (Outside display permitted).

(43) Motorcycle shop, including sales, rentals and service.

(44) Muffler shop.

(45) Nightclub, bar or lounge.

(46) Nonprofit training centers with retail sales.

(47) Pest control service.

(48) Portable building sales (fully constructed). Outside display in conjunction with the on premises sale of fully constructed portable buildings shall be permitted subject to the regulations of this district.

(49) Public utility installations such as, but not limited to, railroad rights-of-way and tracks, transformer stations, transmission lines, telephone exchanges, lift stations, pumping stations, but in no event shall this be construed as permitting such uses as garages and shops, railroad yards, loading yards or warehouses.

(50) Print shop.

(51) Produce market.

(52) Public kennel (totally within a building).

(53) Rental store.

(54) Rental store, heavy equipment and trailers only. Outside display in conjunction with the on premises rental of heavy equipment and trailers shall be permitted subject to the regulations of this district.

(55) Restaurants, not including restaurants with the sale of alcoholic beverages as an incidental use, (business permitted outside the building).

(56) Road machinery sales and service (totally within a building).

(57) Secondhand goods store or pawnshop.

(58) Secondhand or used car sales lot, not including wrecking and repairing, but including minor tuning. Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.

(59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

(60) Store fixtures sales (no manufacturing permitted).

(61) Swimming pool, commercial (indoor and/or outdoor) or sales. Outside display in conjunction with the on premises sale of swimming pools shall be permitted subject to the regulations of this district.

(62) Trailer and truck sales, rental or service. Outside display in conjunction with the on premises sale or rental of trailers and trucks shall be permitted subject to the regulations of this district.

(63) Trailer and truck sales, rental or service utility. Outside display in conjunction with the on premises sale or rental of trailers and trucks shall be permitted subject to the regulations of this district.

(64) Upholstery shop–Furniture.

(65) Veterinary hospital (totally within a building).

(66) Wholesale house, sales office and storage–No cotton storage.

(67) Winery Tasting Facility.

Regular City Council Meeting **5. 18.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-O0103 for Zone Case 3201-B, a request of of Kevin Lokey for a zoning change from T to M-1 on 30.502 acres of unplatted land out of Block A, Section 13, 4101 Adrian Street.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

General comments:
The request is from R-1 (single family) to M-1 (light industrial). Mr. Lokey is in contract for approximately 30 acres. The applicant has submitted a potential layout of the property. The parcel remains vacant and is zoned R-1 (single family as a holding district) from the date of annexation. This proposed layout does not utilize the private crossing near the south east corner of the property, but accesses the development from Adrian Street.

Adjacent land uses:
N – Commercial/light industrial and vacant – zoned R-1 single family as a holding district from the date of annexation
S – BNSF Rail line and the Clovis Highway
E – Industrial (a junk yard) and vacant - zoned R-1 single family as a holding district from the date of annexation
W – Industrial and vacant – zoned R-1 single family as a holding district from the date of annexation

Comprehensive Land Use Plan (CLUP):
The request is a minor change to the CLUP. The area is still noted as single family from when the area was annexed, but the mixture of uses and location is not conducive to the area ever being developed as residential.

Zoning Policy:
The location is north of the main line railroad and east of North Quaker Avenue. To the west American Turbine is located, which is a non-conforming use that was annexed into the City in 1976. Some distance to the east a nonconforming junkyard exists that is still zoned R-1. Other nonconforming light industrial or heavy commercial business locations are located along Adrian. The entire area is currently zoned R-1 from the annexation, no master zone case has ever been considered. Adrian is the only partially dedicated street in the vicinity, and the lack of activity in the area as well as lack of adequate access for the last 35 years has caused the land to be largely overlooked with regard to development.

Effect on the adjacent street and thoroughfare system:
With Adrian Street emptying onto North Quaker, there would be the addition of some traffic, but should not impose a negative impact on the thoroughfare system.

Recommendations:
The Planning & Zoning Commission (P&Z) and the Planning staff recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3201-B

Zone Case 3201-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3201-B;** A ZONING CHANGE FROM **T** TO **M-1** ZONING DISTRICT ON **30.502 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 13,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3201-B

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **M-1** zoning district on **30.502 acres**

of unplatted land out of Block A, Section 13, City of Lubbock, Lubbock County, Texas, located at **4101 Adrian Street.**

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

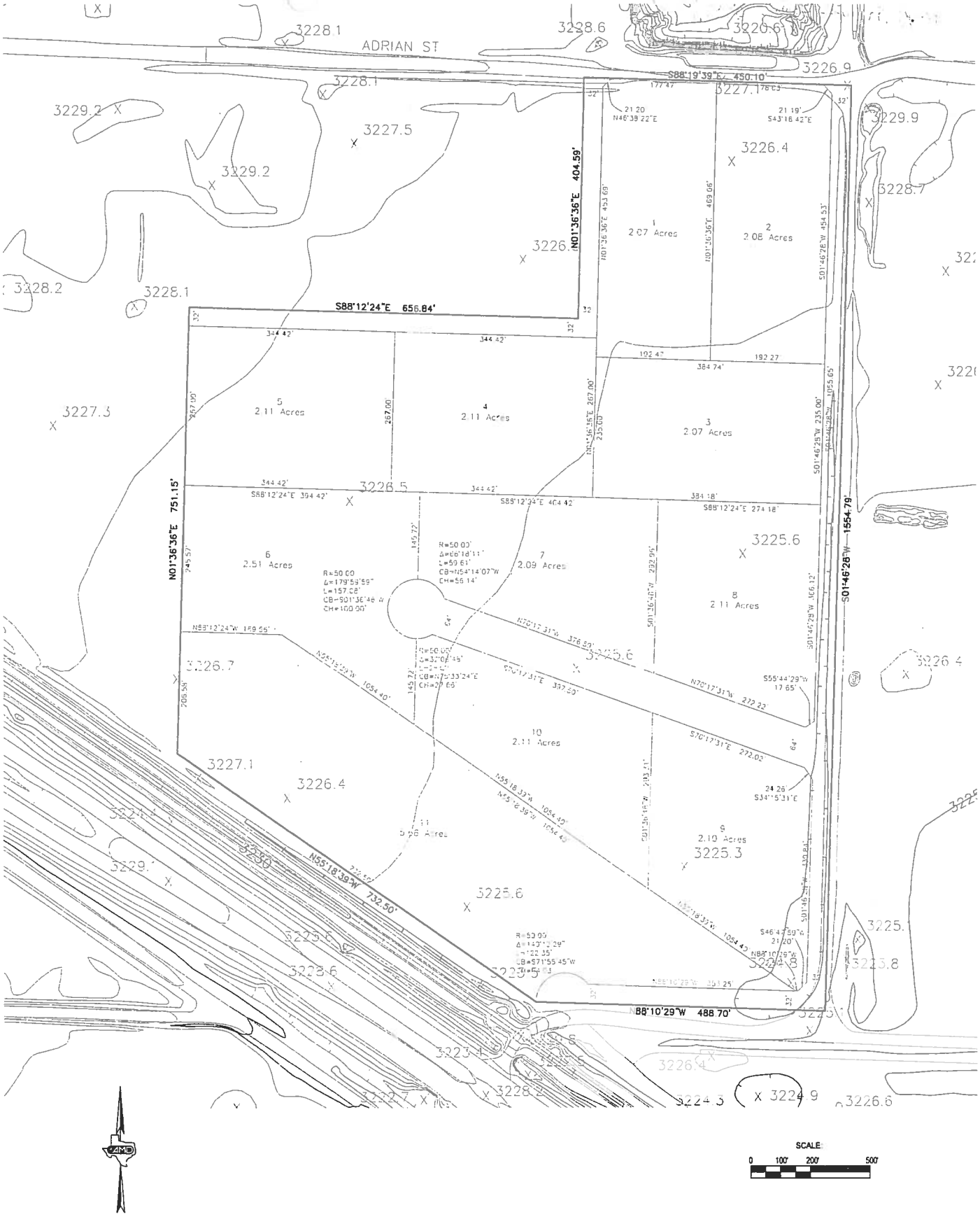
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3201-B
October 8, 2013



PREPARED FOR:
KEVIN LOKEY

DRAWN BY: JDN
CHECKED BY: BKA
JOB No. 13025

PRE-PLAT ON A 30.502 ACRE TRACT OUT OF SECTION 13, BLOCK A, LUBBOCK COUNTY, TEXAS

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite B
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
Accuracy - Efficiency - Integrity

1/2" iron rod with cap, continuing along the Western boundary of said 30.0 acre tract, at 652.81 feet pass a 1/2" iron rod with cap found at the Southwest corner of said 30.0 acre tract and the Northeast corner of a 1.3 acre tract as described in Volume 10241, Page 154 of the Official Public Records of Lubbock County, Texas, continuing along the Western boundary of said 1.3 acre tract and a 3.7 acre tract as described under County Clerk File No. 2006033350 of the Official Public Records of Lubbock County, Texas, at 833.03 feet pass a found 1/2" iron rod, continuing along the Western boundary of said 3.7 acre tract, at 1100.54 feet pass a ½" iron rod found at the Southwest corner of said 3.7 acre tract and the Northwest corner of a 5.0 acre tract as described in Volume 2621, Page 90 of the Real Property Records of Lubbock County, Texas, continuing along the Western boundary of said 5.0 acre tract for a total distance of 1554.79 feet to a 1/2" iron rod with cap set in the Northern boundary of a 7.1 acre tract as described in Volume 7224, Page 76 of the Real Property Records of Lubbock County, Texas for the Southwest corner of said 5.0 acre tract and the Southeast corner of this tract;

THENCE N. 89°00'50" W., along the Northern boundary of said 7.1 acre tract, a distance of 488.70 feet to a 1" galvanized iron pipe found in the Northeastern line of the Burlington Northern Santa Fe Railroad Co. right-of-way as described in Volume 25, Page 429 of the Deed Records of Lubbock County, Texas, at the most Westerly Northwest corner of said 7.1 acre tract and the most Southerly Southwest corner of this tract;

THENCE N. 56°09' W., along said Northeastern right-of-way line, a distance of 732.50 feet to a 1/2" square tube found at the most Southerly Southeast corner of a 20.8 acre tract as described in Volume 1757, Page 533 of the Deed Records of Lubbock County, Texas and the most Westerly Southwest corner of this tract;

THENCE N. 00°46'15" E., along the Eastern boundary of said 20.8 acre tract, a distance of 751.15 feet to a 1/2" square tube found at an "ell" corner of said 20.8 acre tract and the most Westerly Northwest corner of this tract;

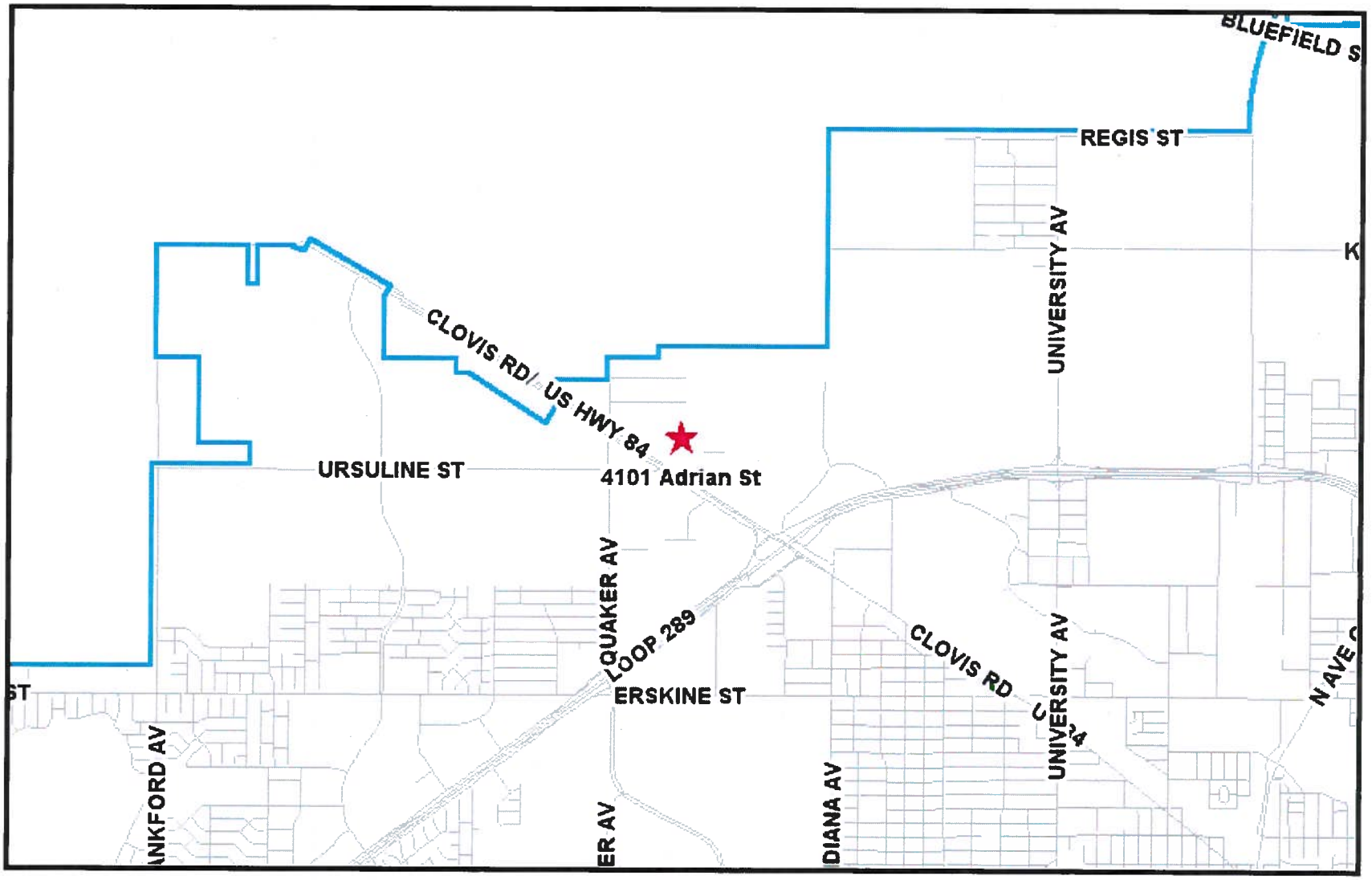
THENCE S. 89°02'45" E., continuing along the Eastern boundary of said 20.8 acre tract, a distance of 656.84 feet to a 1/2" square tube found at the most Easterly Southeast corner of said 20.8 acre tract and an "ell" corner of this tract;

THENCE N. 00°46'15" E., continuing along the Eastern boundary of said 20.8 acre tract, a distance of 404.59 feet to the Point of Beginning.

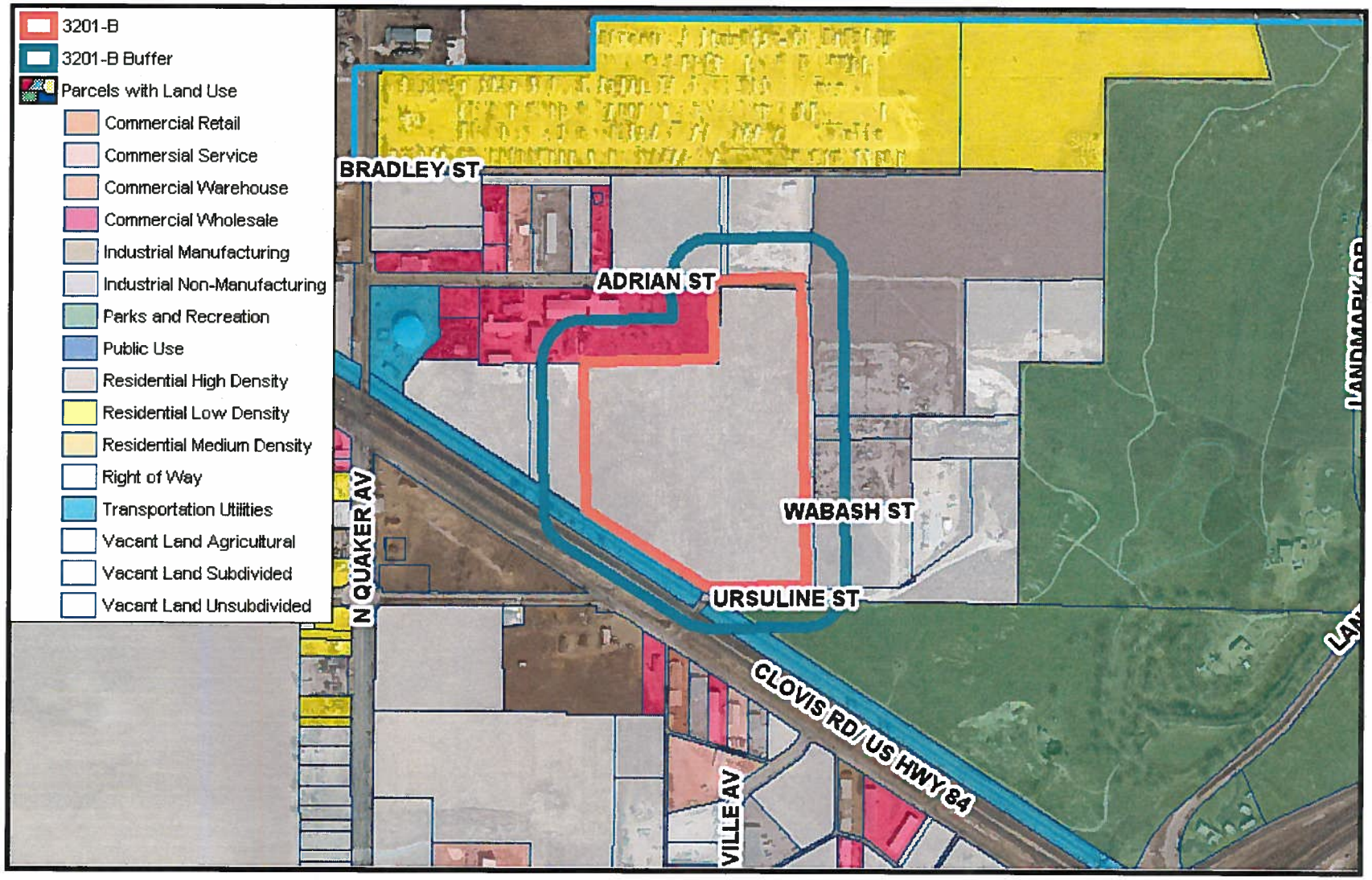
Note: The Company does not represent that the above square footage or acreage calculations are correct.

Countersigned
Service Title Company

By _____
Authorized Counter Signature

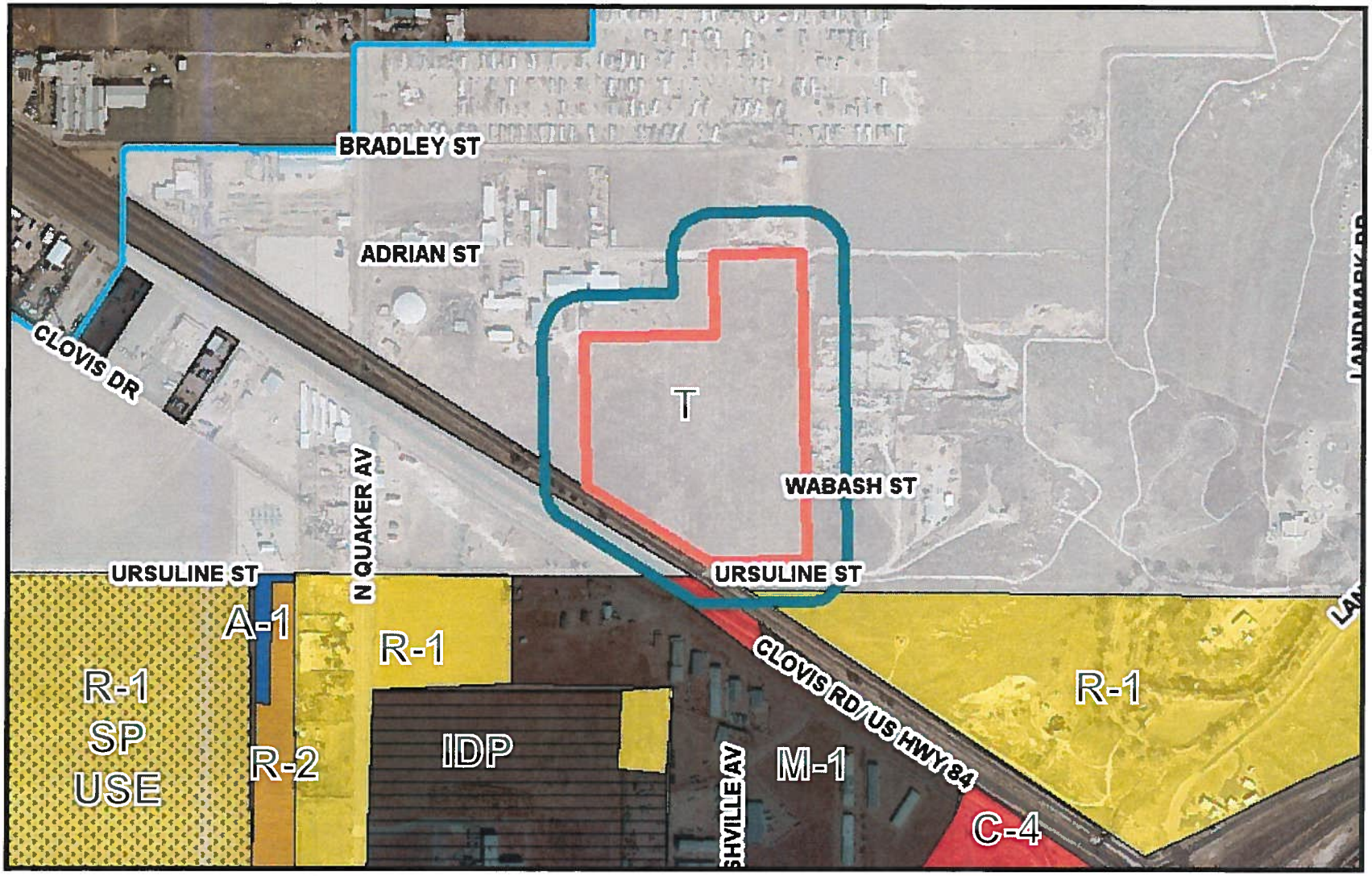


P.Z.C. Case 3201-B



P.Z.C. Case 3201-B

Request of Kevin Lokey for a zoning change from T to M-1, 4101 Adrian Street



P.Z.C. Case 3201-B Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Kevin Lokey
7312 93rd St.
Street/Post Office Box
Lubbock Tx 79424
City State Zip
(806) 535-7872
Telephone

For
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: 4101 Adrian Street

Legal Description:*

Existing Land Use:

Existing Zoning: T

Acreage or Square Footage of Property: 30.502

Zoning Requested: M-1

Proposed Development: 2-10 ACRE Stackyards with buildings

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

Kevin Lokey
Applicant's Signature

Date

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

Filing Fee:
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

Receipt 1756 CK # 6989 **For City Use Only** M4B Map ID

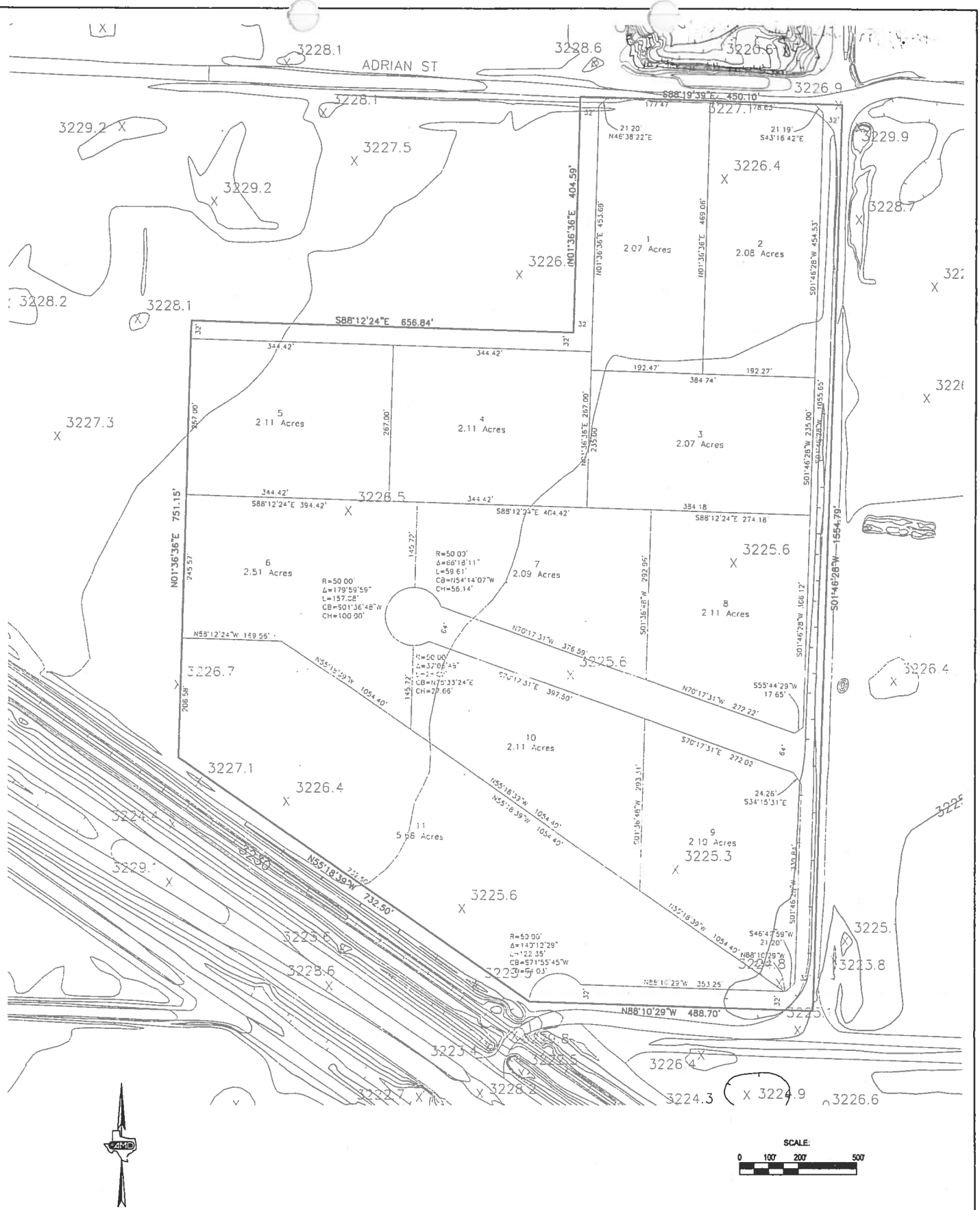
Zone Case No.: 3201-B **Agenda No.:** 4

Request for zoning change from: T **To:** M-1

30.502 acres of unplatted land out of Block A Section 13

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 4101 Adrian St



PREPARED FOR:
KEVIN LOKEY

DRAWN BY: JDN
CHECKED BY: BKA
JOB No. 13025

PRE-PLAT ON A 30.502 ACRE TRACT OUT OF SECTION 13, BLOCK A, LUBBOCK COUNTY, TEXAS

AMD
CIVIL ENGINEERING
LAND SURVEYING
AMD Engineering, LLC
2807 74th Street, Suite 8
Lubbock, TX 79423
Phone: 806-771-5976
Fax: 806-771-7625
Accuracy - Efficiency - Integrity

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

Effective Date: **January 18, 2013, 7:00 am** G.F. No. or File No. **15204**

Commitment No. _____ issued: **January 25, 2013,**
(if applicable)

1. The policy or policies to be issued are:

   (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount: **$105,000.00**
   PROPOSED INSURED: **Kevin Lokey and/or assigns**

   (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE - ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount:
   PROPOSED INSURED:

   (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   (f) OTHER
   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
CAROLINE THOMPSON, Individually and as Trustee of the Ronald and Caroline Thompson Revocable Trust

4. Legal description of the land:
A 30.502 acre tract of land located in Section 13, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" square tube found in the South right-of-way line of Adrian Street as described under County Clerk File No. 2010032657 of the Official Public Records of Lubbock County, Texas at the most Northerly Northwest corner of this tract which bears N. 00°46'15" E. a distance of 1578.58 feet and S. 89°10' E. a distance of 1798.38 feet from the Southwest corner of Section 13, Block A, Lubbock County, Texas;

THENCE S. 89°10' E., along said South right-of-way line, a distance of 450.10 feet to a 1/2" iron rod with cap found in the Western boundary of a 30.0 acre tract as described under County Clerk File No. 2011001391 of the Official Public Records of Lubbock County, Texas at the Northeast corner of this tract;

THENCE S. 00°56'07" W., along the Western boundary of said 30.0 acre tract, at 282.81 feet pass a found

1/2" iron rod with cap, continuing along the Western boundary of said 30.0 acre tract, at 652.81 feet pass a 1/2" iron rod with cap found at the Southwest corner of said 30.0 acre tract and the Northeast corner of a 1.3 acre tract as described in Volume 10241, Page 154 of the Official Public Records of Lubbock County, Texas, continuing along the Western boundary of said 1.3 acre tract and a 3.7 acre tract as described under County Clerk File No. 2006033350 of the Official Public Records of Lubbock County, Texas, at 833.03 feet pass a found 1/2" iron rod, continuing along the Western boundary of said 3.7 acre tract, at 1100.54 feet pass a ½" iron rod found at the Southwest corner of said 3.7 acre tract and the Northwest corner of a 5.0 acre tract as described in Volume 2621, Page 90 of the Real Property Records of Lubbock County, Texas, continuing along the Western boundary of said 5.0 acre tract for a total distance of 1554.79 feet to a 1/2" iron rod with cap set in the Northern boundary of a 7.1 acre tract as described in Volume 7224, Page 76 of the Real Property Records of Lubbock County, Texas for the Southwest corner of said 5.0 acre tract and the Southeast corner of this tract;

THENCE N. 89°00'50" W., along the Northern boundary of said 7.1 acre tract, a distance of 488.70 feet to a 1" galvanized iron pipe found in the Northeastern line of the Burlington Northern Santa Fe Railroad Co. right-of-way as described in Volume 25, Page 429 of the Deed Records of Lubbock County, Texas, at the most Westerly Northwest corner of said 7.1 acre tract and the most Southerly Southwest corner of this tract;

THENCE N. 56°09' W., along said Northeastern right-of-way line, a distance of 732.50 feet to a 1/2" square tube found at the most Southerly Southeast corner of a 20.8 acre tract as described in Volume 1757, Page 533 of the Deed Records of Lubbock County, Texas and the most Westerly Southwest corner of this tract;

THENCE N. 00°46'15" E., along the Eastern boundary of said 20.8 acre tract, a distance of 751.15 feet to a 1/2" square tube found at an "ell" corner of said 20.8 acre tract and the most Westerly Northwest corner of this tract;

THENCE S. 89°02'45" E., continuing along the Eastern boundary of said 20.8 acre tract, a distance of 656.84 feet to a 1/2" square tube found at the most Easterly Southeast corner of said 20.8 acre tract and an "ell" corner of this tract;

THENCE N. 00°46'15" E., continuing along the Eastern boundary of said 20.8 acre tract, a distance of 404.59 feet to the Point of Beginning.

Note: The Company does not represent that the above square footage or acreage calculations are correct.

Countersigned
Service Title Company

By Jami Parrish
Authorized Counter Signature

Regular City Council Meeting **5. 19.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-2013-O0098 for Zone Case 3210, a request of Jaime DeLaCruz for a zoning change from R-1 to IHC for an addition to an existing tire warehouse on a portion of the northwest 133 feet by 230 feet of Block 23, Suburban Homes Addition, 4301 Interstate 27.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
The request is from R-1 to IHC. The proposed land use is for a detached tire warehouse in conjunction with sales. This is an expansion of an existing business.

Adjacent Land Uses:
N – (Commercial) – zoned IHC Interstate Highway commercial
S – (Commercial) – zoned IHC Interstate Highway commercial
E – (Public) – I-27
W– (Residential) – zoned R-2 for duplexes

Planning and Zoning Commission (P&Z) Public Hearing Notes from October 8, 2013:
The property shall not become a public nuisance to the residentially zoned property to the east.

Impact on the Comprehensive Land Use Plan (CLUP):
The property follows the guidelines set by the CLUP and is well within the IHC policy zone. In 1980's the IHC corridor was created. The IHC policy corridor is about 2600 ft (½ mile) and adjusts to follow property lines. In some cases it will be narrower or wider depending on the circumstances.

The purpose of the IHC zoning district is to secure and beautify the entrance corridors of the city. The district also provides guidelines for quality commercial retail and wholesale uses which serve a city-wide or regional area.

Staff supports the request for your approval.

P&Z Recommendation:
The P&Z recommended the request with a vote of 5-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3210

Zone Case 3210

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3210;** A ZONING CHANGE FROM **R-2** TO **IHC** ZONING DISTRICT ON **A PORTION OF THE NORTHWEST 133 FEET BY 230 FEET OF BLOCK 23, SUBURBAN HOMES ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3210

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-2** to **IHC** zoning district on **a portion of the northwest 133 feet by 230 feet of Block 23, Suburban Homes Addition**, City of Lubbock, Lubbock County, Texas, located at **4301 Interstate 27.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

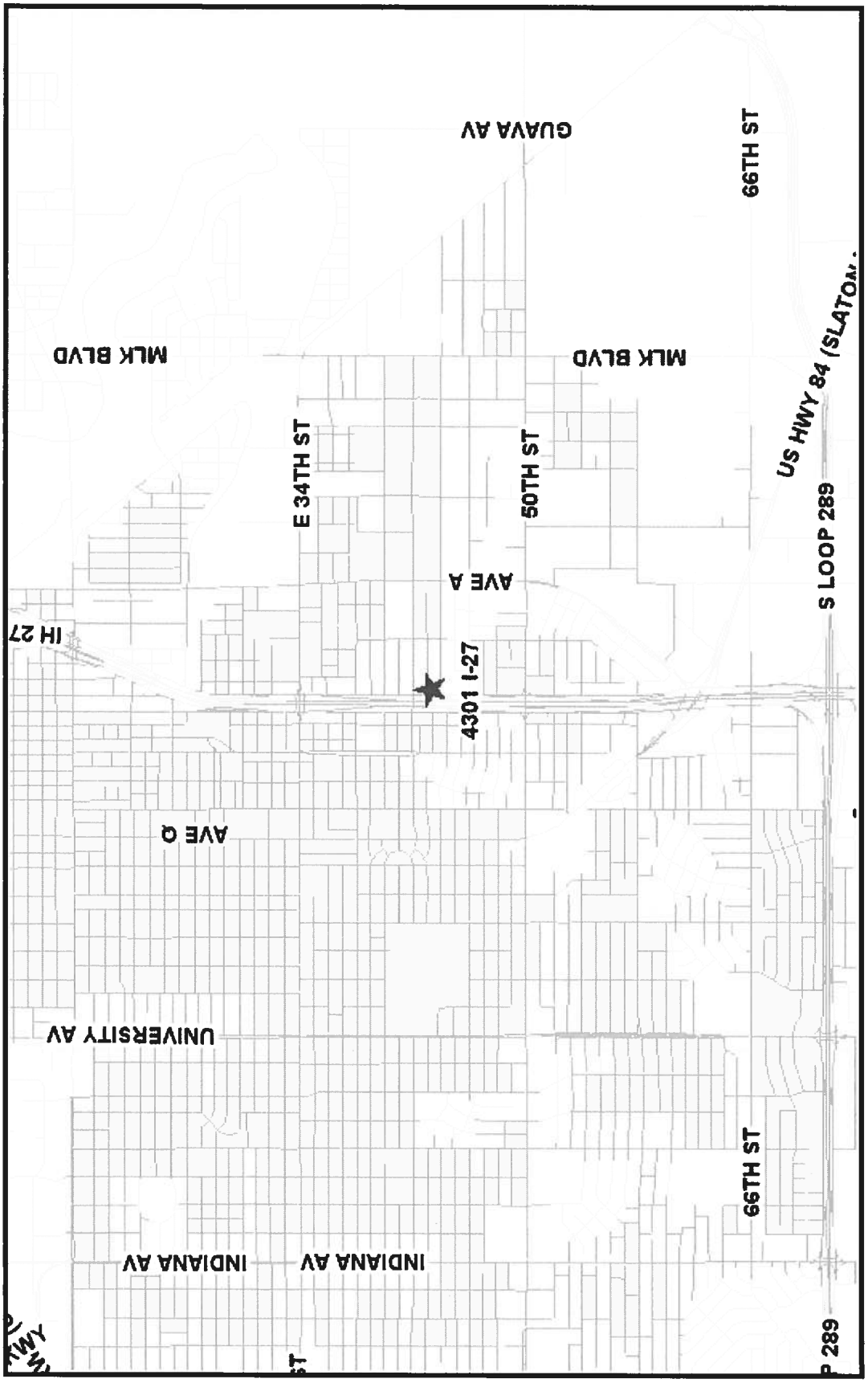
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

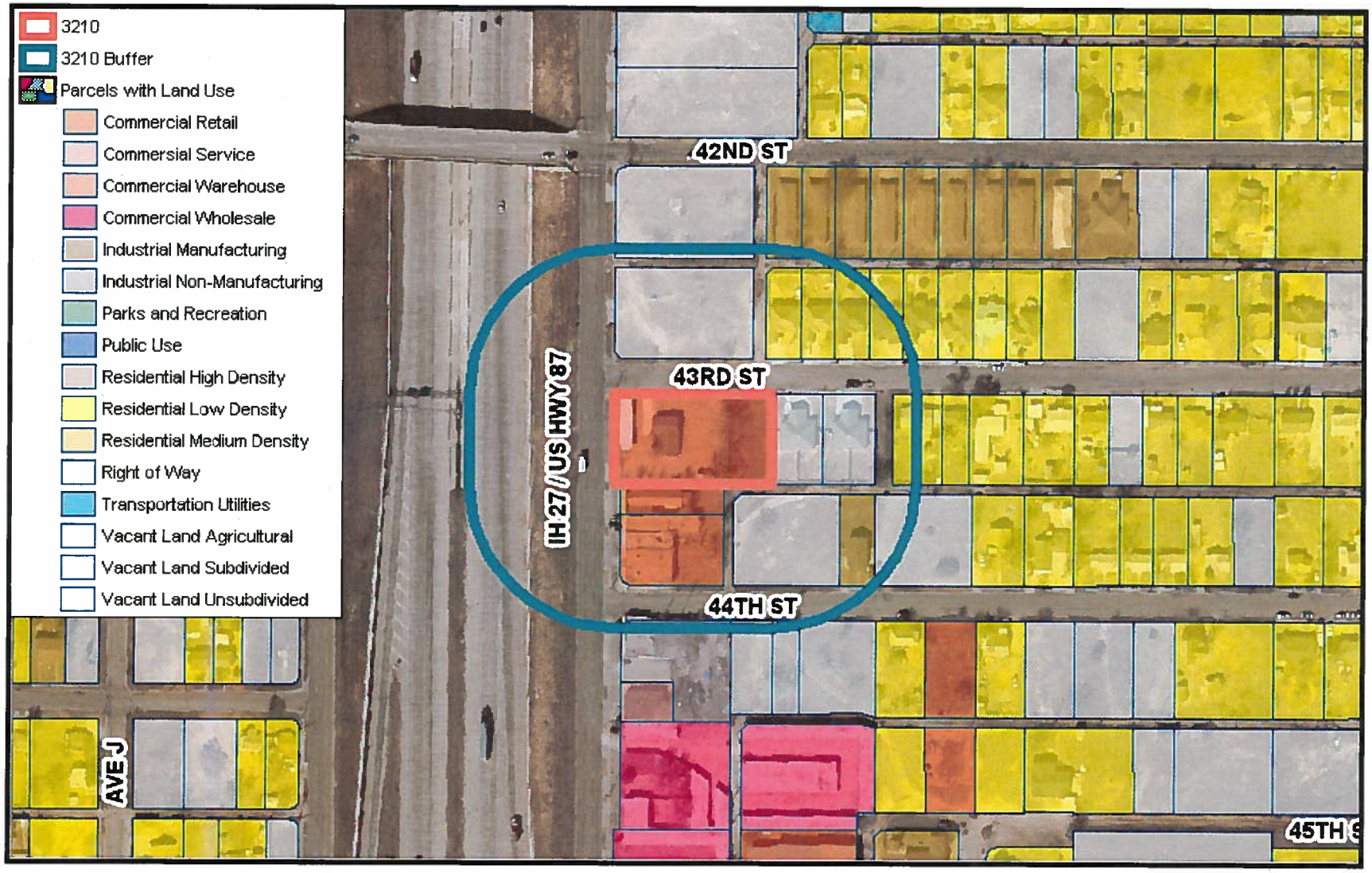
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3210
October 8, 2013

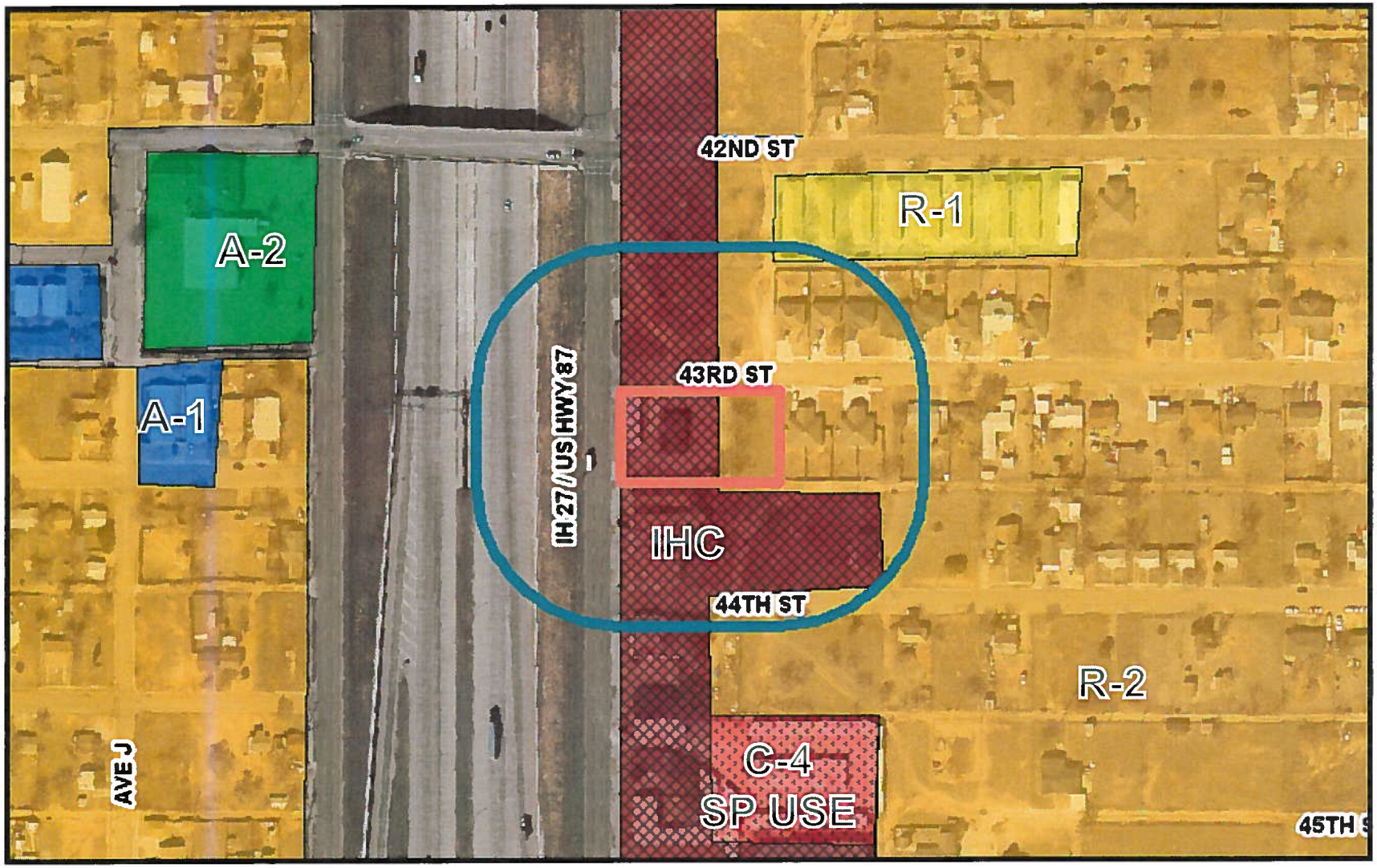


P.Z.C. Case 3210



P.Z.C. Case 3210

Request of Jaime DeLaCruz for a zoning change from R-1 to IHC for an addition to an existing tire warehouse, 4301 Interstate 27



P.Z.C. Case 3210 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Jaime DeLeCruz

802 Crestline
Street/Post Office Box

Lubbock Tx 79403
City State Zip

(806) 632.4837
Telephone

For Victor Baeza

4301 Interstate 27
Street/Post Office Box

Lubbock Tx
City State Zip

(806) 319.3591
Telephone

Location or Address: 4301 Interstate 27

Legal Description:*

Existing Land Use: Vacant **Existing Zoning:** R1

Acreage or Square Footage of Property:

Zoning Requested: Adjust existing R1 zoning to IHC zoning

Proposed Development: Addition to Existing Tire Warehouse.

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

Applicant's Signature

9.6.2013
Date

RC# 179876
CK# 1482
Pd 9/6/13

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

AIN 90128 map 5

Zone Case No.: 3210 **Agenda No.:** 1

Request for zoning change from: R-1 **To:** IHC

on Lot(s): NW 133' x 230' **Block(s):** 23

Subdivision: Suburban Homes **Address:** 4301 Interstate 27

Regular City Council Meeting **5. 20.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-O0104 for Zone Case 3211, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from T to R-1 Specific Use for reduced setbacks on 30.5 acres of unplatted land out of Block AK, Section 21, north of 114th Street and east of Homestead Avenue.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
R-1(Single Family) Specific Use for reduced setbacks.

Proposed Land Use:
The proposed land use is for Single family residences.

Adjacent Land Uses:
N – (Apartment) – A-2 (Apartments) and T (Transitional)
S – (Transitional) – (Single family homes zoned T (Transitional)
E – (Commercial/Residential) – R-1(Single Family),R-2(Duplex), C-3(Commercial)
W– (Residential) – R-1 specific Use

Impact on the Comprehensive Land Use Plan (CLUP):
The case is consistent the CLUP.

The proposed request is infilling the remaining pocket zoned transitional to R-1(Single Family) Specific Use for reduced setbacks.

Staff recommended the case to the commission for approval.

The Planning and Zoning (P&Z) Commission recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting with the following conditions:
1. Lots under ½ acres subject to the following setback requirements:
Front: 20’ setback
Side setback for corner lots (excluding 114th St. and Homestead Ave): 5’ for both fences and structures.
Front setbacks on cul-de-sacs: 5’ except that garages require 20’.
Non-rear facing garage may be constructed to zero (0’).

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3211

Zone Case 3211

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3211;** A ZONING CHANGE FROM **T** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS**, ON **30.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTON 21,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3211

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **R-1** Specific Use for **reduced setbacks** on **30.5 acres of unplatted land out of Block AK, Section 21,** City of Lubbock, Lubbock County, Texas, located at **north of 114th Street and east of Homestead Avenue,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT lots under ½ acre shall be subject to the following setback requirements:**

   a) **Front: 20' setback;**
   b) **Side setback for corner lots (excluding 114th St., and Homestead Ave);**
   c) **5' for both fences and structures;**
   d) **Front setbacks on cul-de-sacs: 5' except that garages require 20'; and**
   e) **Non-rear facing garage may be constructed to zero (0').**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **north of 114th Street and east of Homestead Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

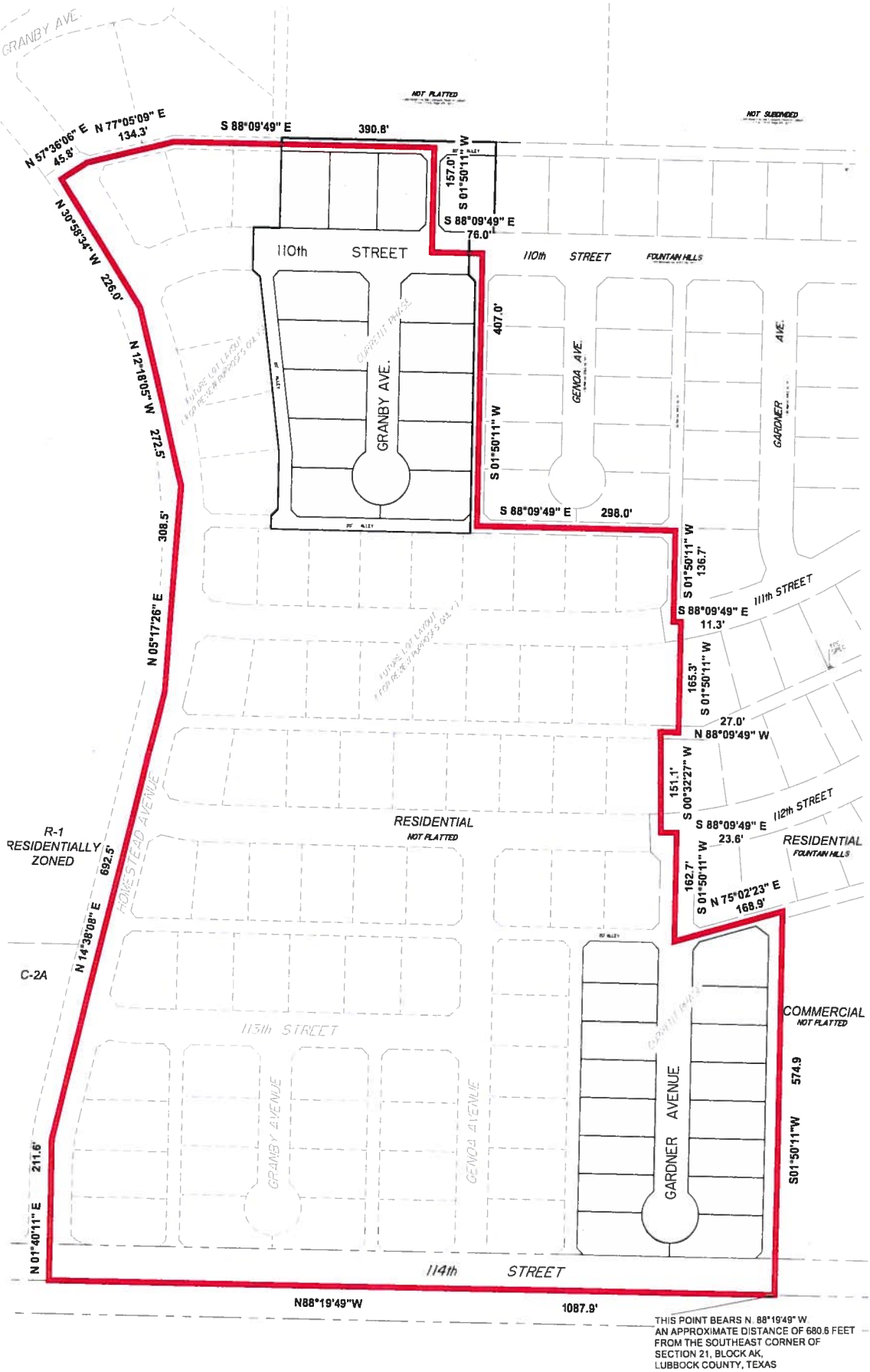
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3211
October 8, 2013



REQUESTED R-1 SPECIFIC USE ZONING
FOUNTAIN HILLS

NORTH

NOT TO SCALE

SEPTEMBER 3, 2013 HFM

HUGO REED AND ASSOCIATES, INC

LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100979-00
TEXAS REGISTERED ENGINEERING FIRM F-788

1501 AVENUE N
LUBBOCK, TEXAS 79401
PHONE 806 / 763 5642
FAX 806 / 763-3891

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

LAND SURVEYORS
CIVIL ENGINEERS

Proposed R-1 Specific Use

METES AND BOUNDS DESCRIPTION of an approximate 30.5 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

Beginning at a point in the South line of Section 21, Block AK, being the center line of 114th Street and the Southeast corner of this tract, which bears N. 88°19'49" W. an approximate distance of 680.6 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE N. 88°19'49" W, along the centerline of said 114th Street, an approximate distance of 1087.9 feet to the Southwest corner of this tract;

THENCE N. 01°40'11" E. an approximate distance of 211.6 feet;

THENCE N. 14°38'08" E. an approximate distance of 692.5 feet;

THENCE N. 05°17'26" E. an approximate distance of 308.5 feet;

THENCE N. 12°18'05" W. an approximate distance of 272.5 feet;

THENCE N. 30°58'34" W. an approximate distance of 226.0 feet;

THENCE N. 57°36'06" E. an approximate distance of 45.8 feet;

THENCE N. 77°05'09" E. an approximate distance of 134.3 feet;

THENCE S. 88°09'49" E. an approximate distance of 390.8 feet;

THENCE S. 01°50'11" W. an approximate distance of 157.0 feet;

THENCE S. 88°09'49" E. an approximate distance of 76.0 feet;

THENCE S. 01°50'11" W. an approximate distance of 407.0 feet;

THENCE S. 88°09'49" E. an approximate distance of 298.0 feet;

THENCE S. 01°50'11" W. an approximate distance of 136.7 feet;

THENCE S. 88°09'49" E. an approximate distance of 11.3 feet;

THENCE S. 01°50'11" W. an approximate distance of 165.3 feet;

THENCE N. 88°09'49" W. an approximate distance of 27.0 feet;

THENCE S. 00°32'27" W. an approximate distance of 151.1 feet;

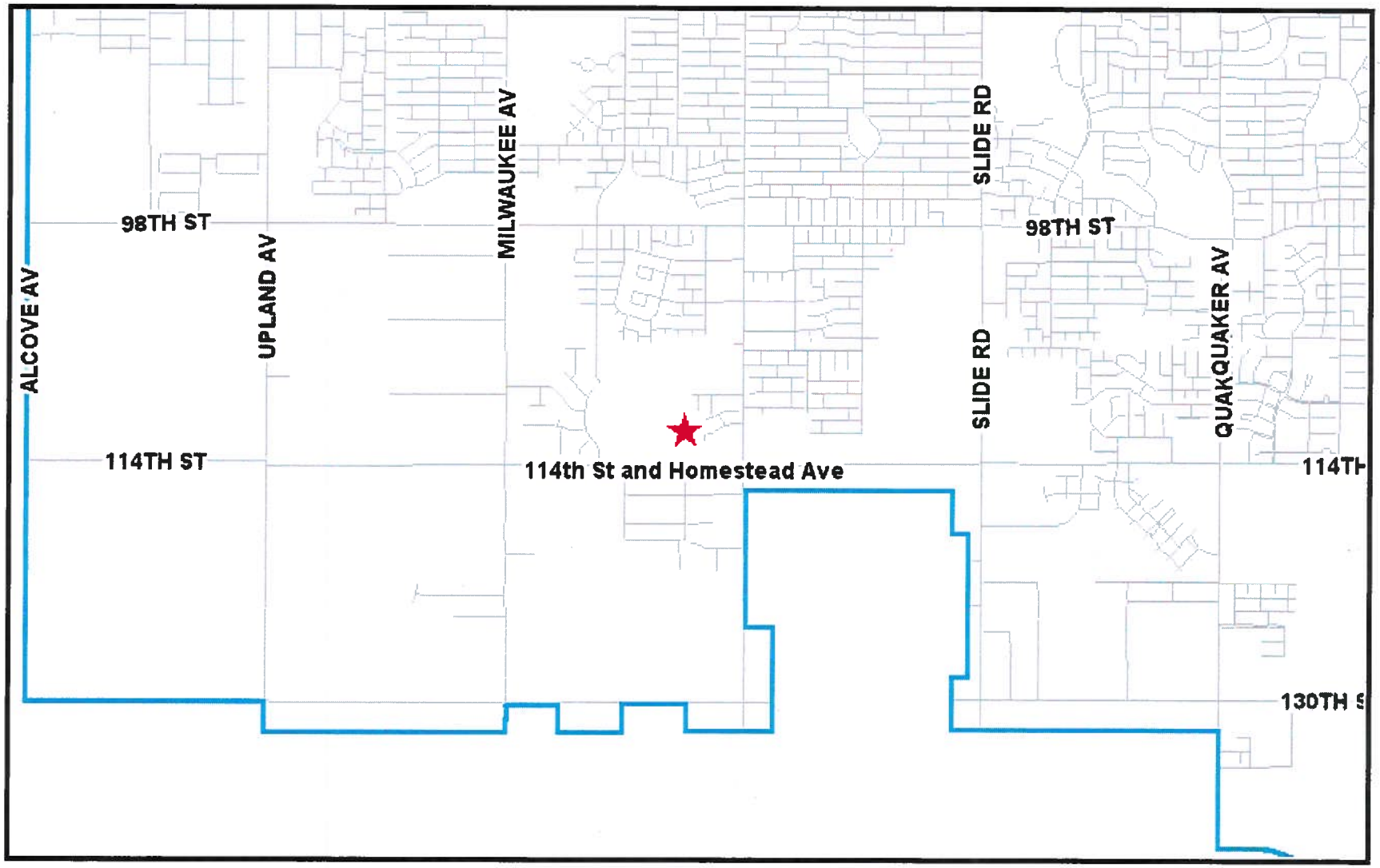
THENCE S. 88°09'49" E. an approximate distance of 23.6 feet;

THENCE S. 01°50'11" W. an approximate distance of 162.7 feet

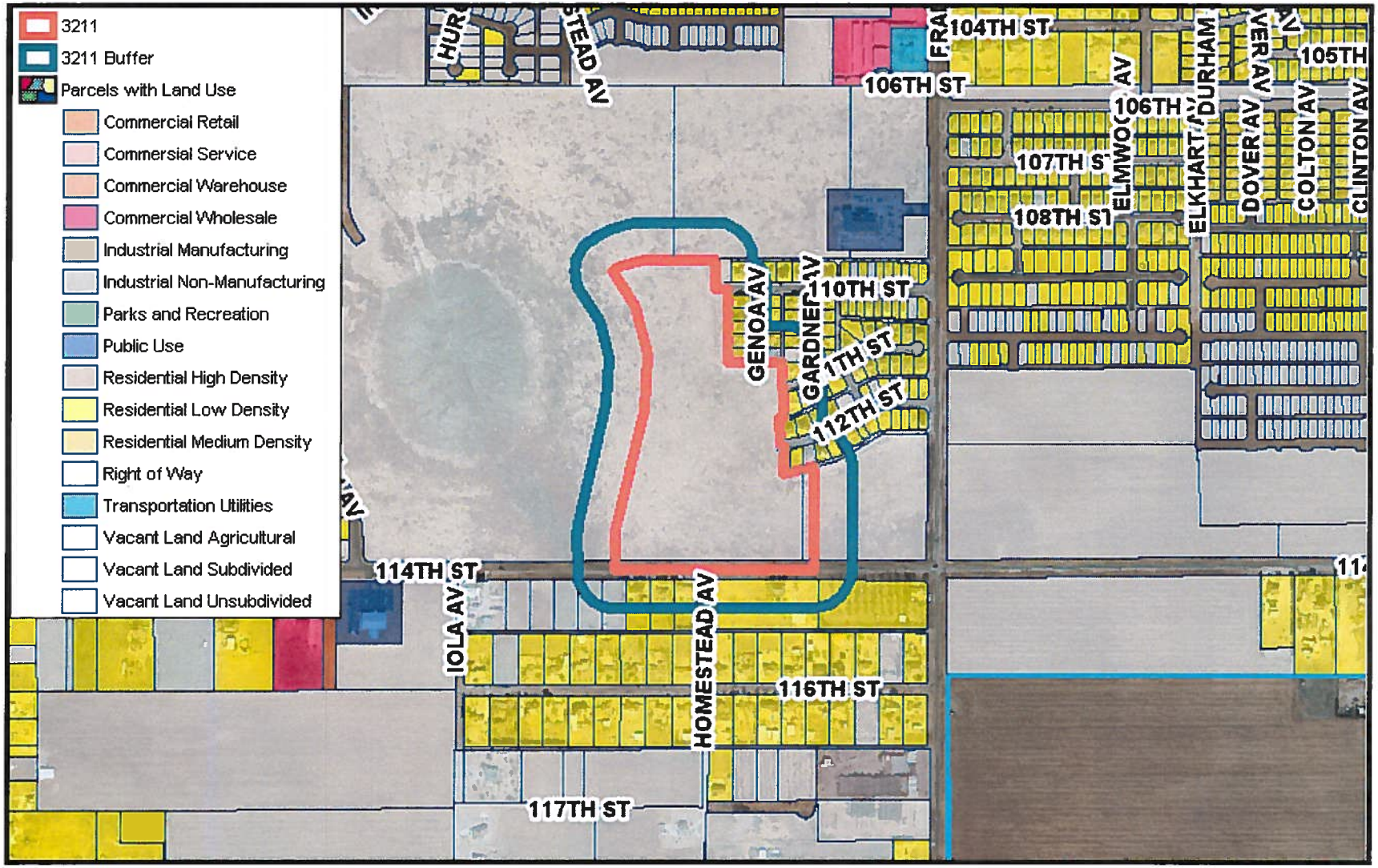
THENCE N. 75°02'23" E. an approximate distance of 168.9 feet;

THENCE S. 01°50'11" W. an approximate distance of 574.9 feet to the Point of Beginning

PREPARED FOR ZONE CHANGE DESCRIPTION ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

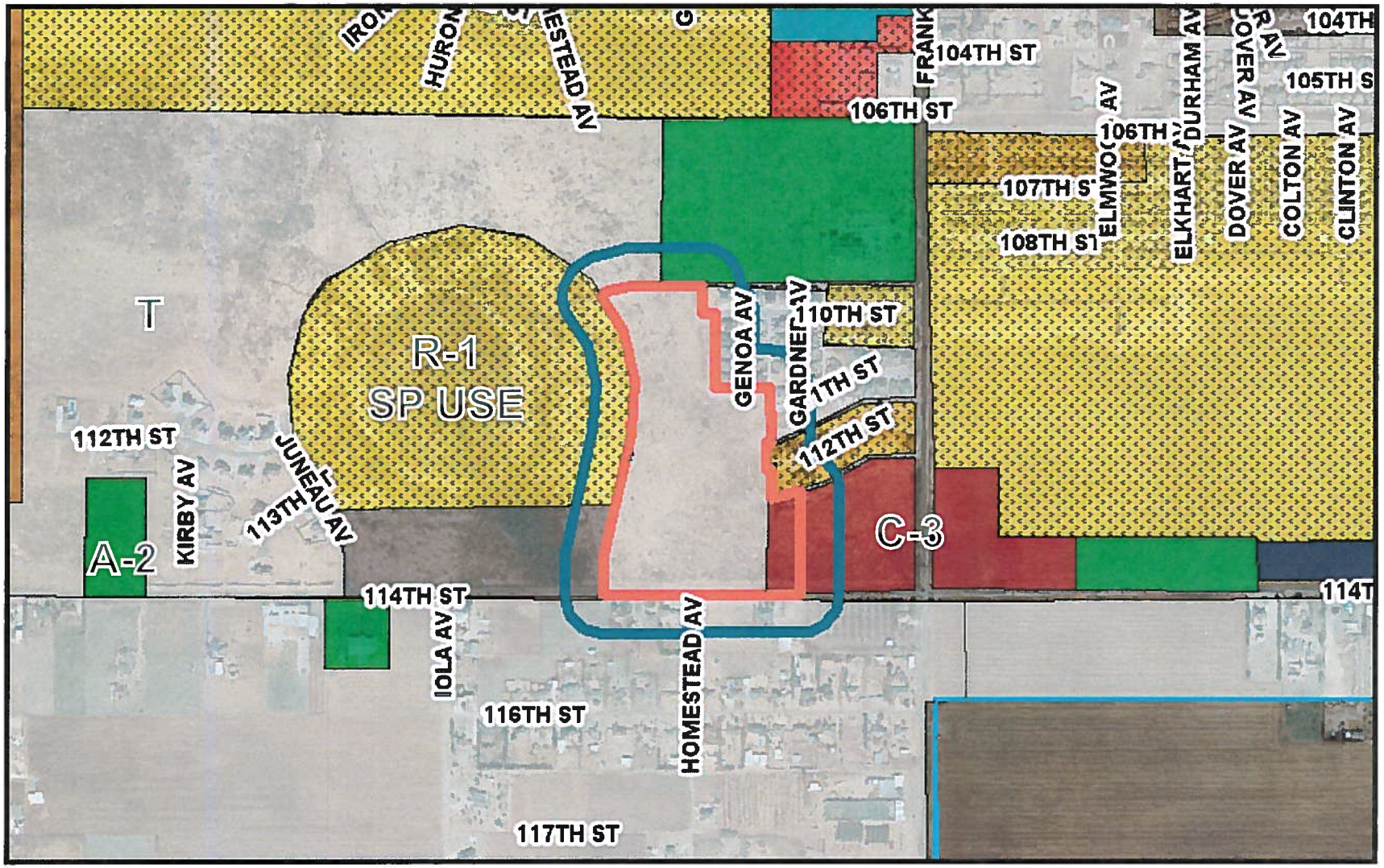


P.Z.C. Case 3211



P.Z.C. Case 3211

Request of Hugo Reed and Associates, Inc. (for Fountain Hills LP) for a zoning change from T to R-1 Specific Use for reduced setbacks, north of 114th Street and east of Homestead Avenue



P.Z.C. Case 3211 Zoning

APPLICATION FOR ZONE CHANGE

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

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

For
Fountain Hills LP
5211 70th Street
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-928-5428
Telephone

Location or Address: 110th and Granby Avenue

Legal Description:* Section 21, Block AK - See metes and bounds description attached

Existing Land Use: Vacant **Existing Zoning:** T

Acreage or Square Footage of Property: 30.5 Acres

Zoning Requested: R-1 Specific Use as follows: For any lots less than 0.5 acre in size: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding 114th Street and Homestead Avenue) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line

Proposed Development: Single-Family

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

Terry Holeman
Applicant's Signature

September 5 2013
Date

Filing Fee: $575 (Fountain Hills #1722) TC #178714 9/5/13
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

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

For City Use Only

MTS map 42

Zone Case No.: 3211 **Agenda No.:** 2

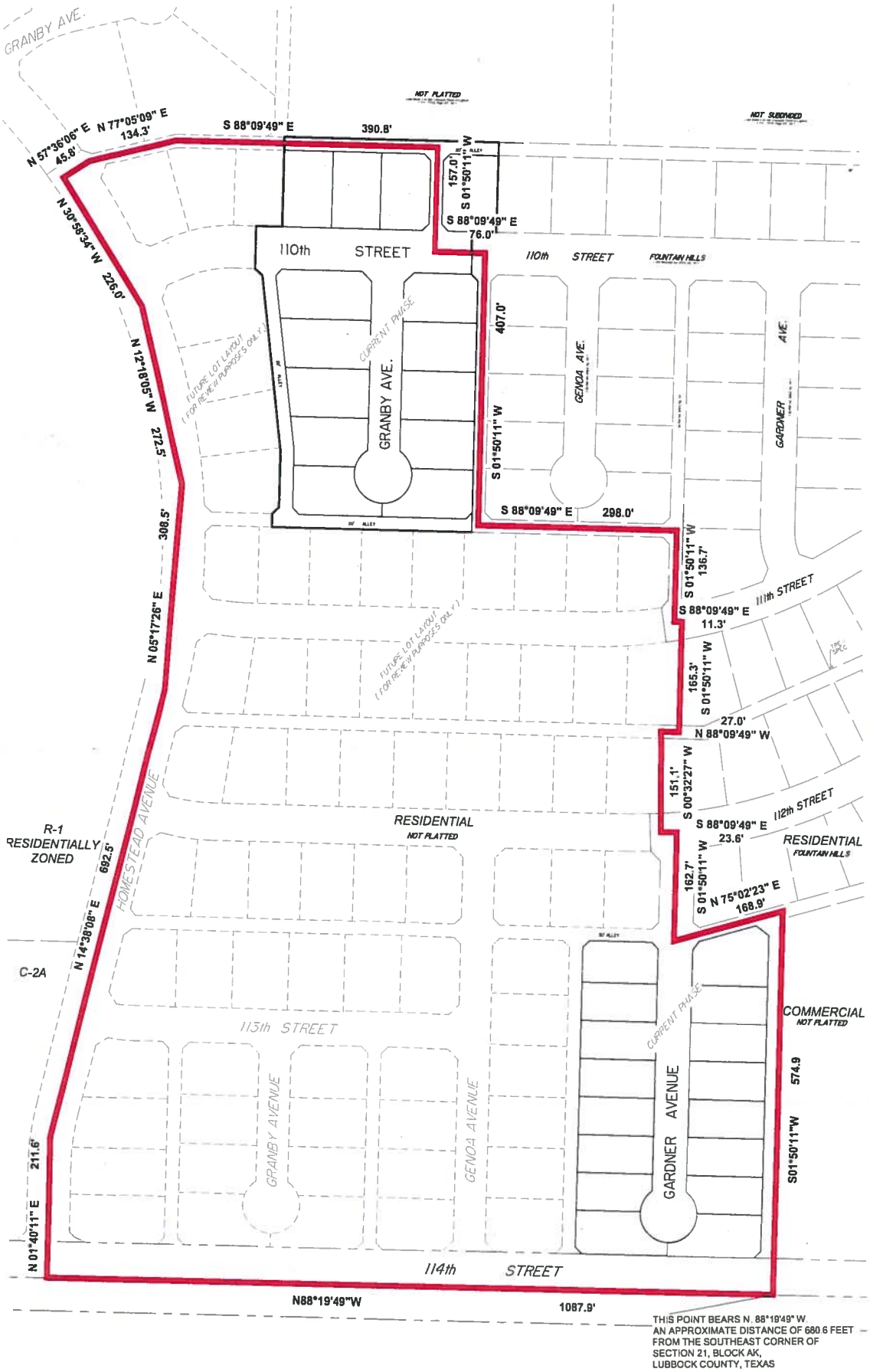
Request for zoning change from: F **To:** R-1 SP use

for reduced setbacks

30.5 acres of unplatted land out of Block AK Section 21

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

Subdivision: _____ **Address:** ~~110th St and Granby Ave~~ North of 114th street East of Homestead Ave



REQUESTED R-1 SPECIFIC USE ZONING

FOUNTAIN HILLS

NORTH

NOT TO SCALE

SEPTEMBER 3, 2013 HFM

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763 6842
FAX: 806 / 763-3891

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

LAND SURVEYORS
CIVIL ENGINEERS

Proposed R-1 Specific Use

METES AND BOUNDS DESCRIPTION of an approximate 30.5 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

Beginning at a point in the South line of Section 21, Block AK, being the center line of 114th Street and the Southeast corner of this tract, which bears N. 88°19'49" W. an approximate distance of 680.6 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE N. 88°19'49" W, along the centerline of said 114th Street, an approximate distance of 1087.9 feet to the Southwest corner of this tract;

THENCE N. 01°40'11" E. an approximate distance of 211.6 feet;

THENCE N. 14°38'08" E. an approximate distance of 692.5 feet;

THENCE N. 05°17'26" E. an approximate distance of 308.5 feet;

THENCE N. 12°18'05" W. an approximate distance of 272.5 feet;

THENCE N. 30°58'34" W. an approximate distance of 226.0 feet;

THENCE N. 57°36'06" E. an approximate distance of 45.8 feet;

THENCE N. 77°05'09" E. an approximate distance of 134.3 feet;

THENCE S. 88°09'49" E. an approximate distance of 390.8 feet;

THENCE S. 01°50'11" W. an approximate distance of 157.0 feet;

THENCE S. 88°09'49" E. an approximate distance of 76.0 feet;

THENCE S. 01°50'11" W. an approximate distance of 407.0 feet;

THENCE S. 88°09'49" E. an approximate distance of 298.0 feet;

THENCE S. 01°50'11" W. an approximate distance of 136.7 feet;

THENCE S. 88°09'49" E. an approximate distance of 11.3 feet;

THENCE S. 01°50'11" W. an approximate distance of 165.3 feet;

THENCE N. 88°09'49" W. an approximate distance of 27.0 feet;

THENCE S. 00°32'27" W. an approximate distance of 151.1 feet;

THENCE S. 88°09'49" E. an approximate distance of 23.6 feet;

THENCE S. 01°50'11" W. an approximate distance of 162.7 feet

THENCE N. 75°02'23" E. an approximate distance of 168.9 feet;

THENCE S. 01°50'11" W. an approximate distance of 574.9 feet to the Point of Beginning

PREPARED FOR ZONE CHANGE DESCRIPTION ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

4

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3211**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Print Name DWAINE BENSON

Signature: Dwaine Benson

Address: 5821 112TH ST

Address of Property Owned: 5821 112TH ST

Zone Case Number: 3211 93703
BENSON, DWAINE R
5821 112TH ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(4)

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In Favor of √

Opposed ___

Reasons and/or Comments:

RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Print Name DWAINE BENSON

Signature: Dwaine Benson

Address: 5821 112th St

Address of Property Owned: 5821 112th St

40 of 40

Zone Case Number: **3211** 93703
BENSON, DWAINE R
5821 112TH ST

LUBBOCK TX 79424

4

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3211**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Print Name Calvin and Vivien Fortenberry

Signature: Calvin Fortenberry - Vivien Fortenberry

Address: 6007 - 114th ST Lubbock TX 79424

Address of Property Owned: 6007 - 114th st Lubbock TX 79424

Zone Case Number: 3211 74942
FORTENBERRY CALVIN & VIVI
6007 114TH ST

LUBBOCK TX 79424

4

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3211**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Print Name Calvin and Vivien Fortenberry

Signature: Calvin Fortenberry - Vivien Fortenberry

Address: 6007 - 114th ST Lubbock TX 79424

Address of Property Owned: 6007 - 114th st Lubbock TX 79424

Zone Case Number: 3211 74942
FORTENBERRY CALVIN & VIVI
6007 114TH ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3211**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

What difference does it make if I am in favor of or opposed to. The work has already begun.

RECEIVED
OCT 09 2013
PLANNING DEPARTMENT

Print Name Rhonda King

Signature: Rhonda King

Address: 11008 Gardner Ave

Address of Property Owned: 11008 Gardner Ave

22 of 40

Zone Case Number: 3211 82734
KING, RHONDA
11008 GARDNER AVE

LUBBOCK TX 79424

Regular City Council Meeting **5. 21.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-O0100 for Zone Case 3213, a request of Hugo Reed and Associates, Inc., for North Park Lubbock Development, Ltd., for a zoning change from A-2 to IHC for a hotel on 2.7 acres of unplatted land out of Block J-S, Section 1, 3rd Drive and Brentwood Avenue.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

General comments:
The request is to change the zoning from A-2 to IHC. The proposed development is for a hotel.

Adjacent land uses:
North: Buckner's Children's Home, zoned A-2
East: Vacant property zoned IHC
South: Vacant property zoned IHC
West: Residential, zoned R-1

Comprehensive Land Use Plan (CLUP):
This area was intended for an apartment zoning. Now with the request to extend the commercial zoning onto this piece of property, it constitutes a minor change to the CLUP.

Zoning Policy:
Although the immediate proximity of IHC zoning to the established residential is not typical, it is not unheard of. The existing apartment zoning is consistent with the CLUP, and would have provided a buffer for the residential. All that being said, the Planning Department as well as the Planning Commission, is seeing more negative responses to apartment zone cases adjacent to residential, than that of commercial cases.

Effect on the adjacent street and thoroughfare system:
With vehicular access prohibited (by the screening fence requirement) to Chicago Avenue, and the non-direct access to the Loop from this property, there should be little to no impact on the thoroughfare system.

Recommendations:
The Planning and Zoning (P&Z) Commission recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3213

Zone Case 3213

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3213;** A ZONING CHANGE FROM **A-2** TO **IHC** ZONING DISTRICT ON **2.7 ACRES OF UNPLATTED LAND OUT OF BLOCK J-2, SECTION 1,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3213

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **IHC** zoning district on **2.7 acres**

of unplatted land out of Block J-S, Section 1, City of Lubbock, Lubbock County, Texas, located at **3rd Drive and Brentwood Avenue.**

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3213
October 11, 2013

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

LAND SURVEYORS
CIVIL ENGINEERS

IHC ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 1, Block J-S, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way line of Chicago Avenue, which bears N. 88°06'26" W. an approximate distance of 2634.7 feet and S. 01°50'54" W. an approximate distance of 4306.8 feet from the Northeast corner of Section 1, Block J-S, Lubbock County, Texas.

THENCE S. 88°08'42" E., an approximate distance of 584.4 feet to a point on the centerline of 2nd Drive;

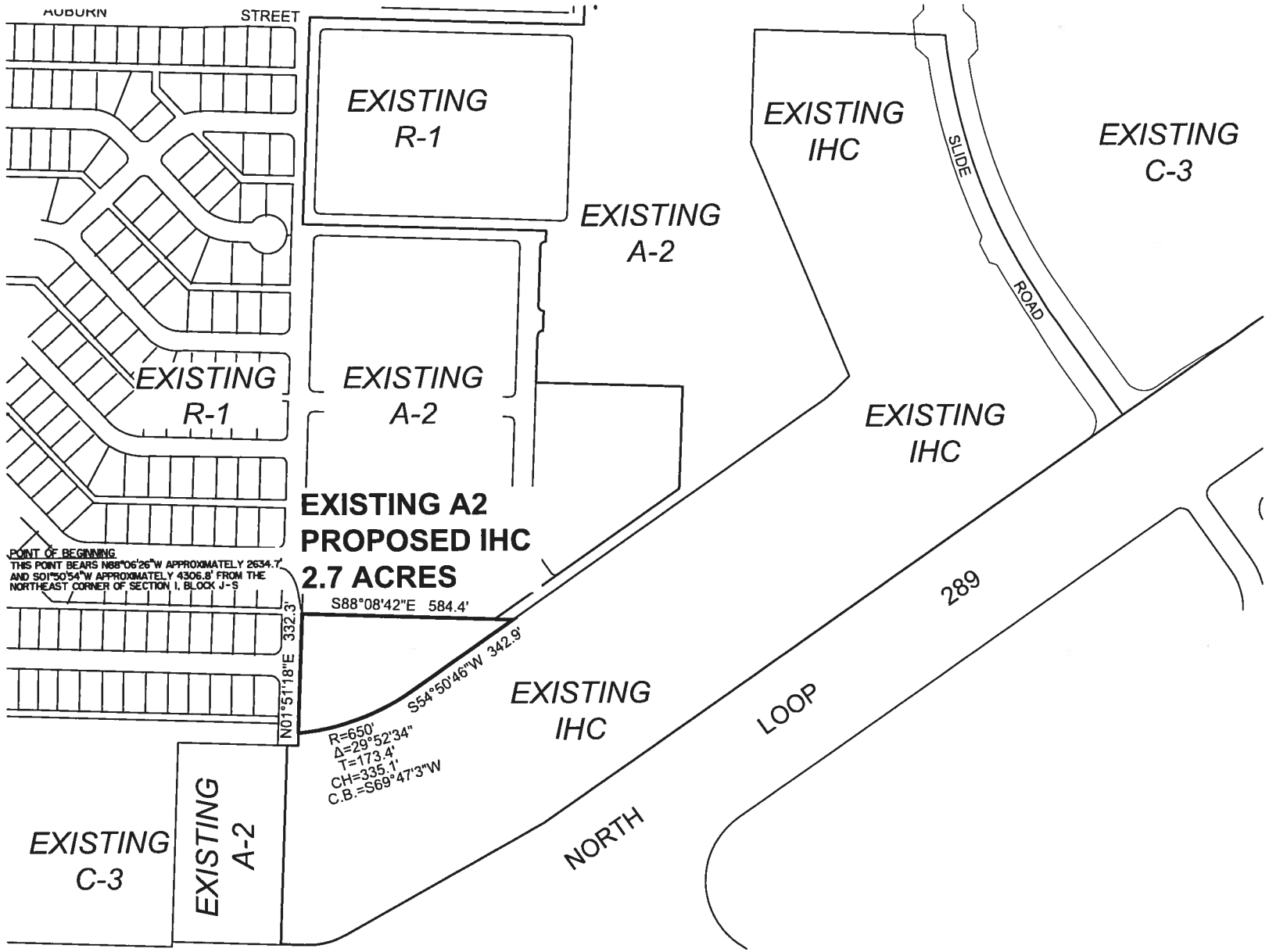
THENCE S. 54°50'46" W., an approximate distance of 342.9 feet to a point of curvature;

THENCE Southwesterly, along a curve to the right, said curve having a radius of approximately 760 feet, a central angle of 24°43'21", approximate tangent lengths of 173.4 feet, an approximate chord length of 335.1, and a chord bearing of S. 69°47'3" W., to a point in the East right-of-way line of Chicago Avenue;

THENCE N. 01°51'18" E., along the East right-of-way, an approximate distance of 332.3 feet to the Point of Beginning.

Contains: approximately 2.7 acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

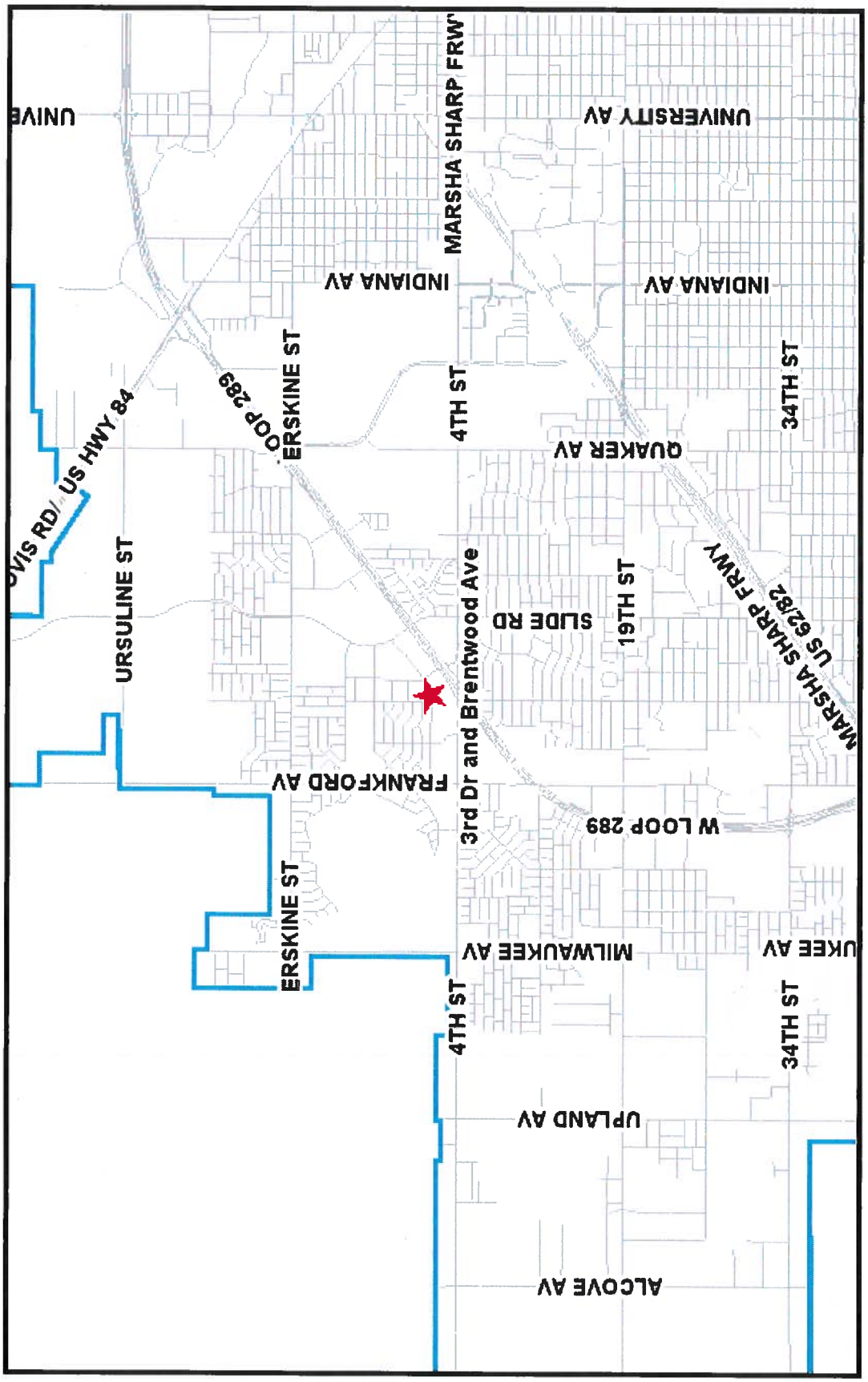


NORTH

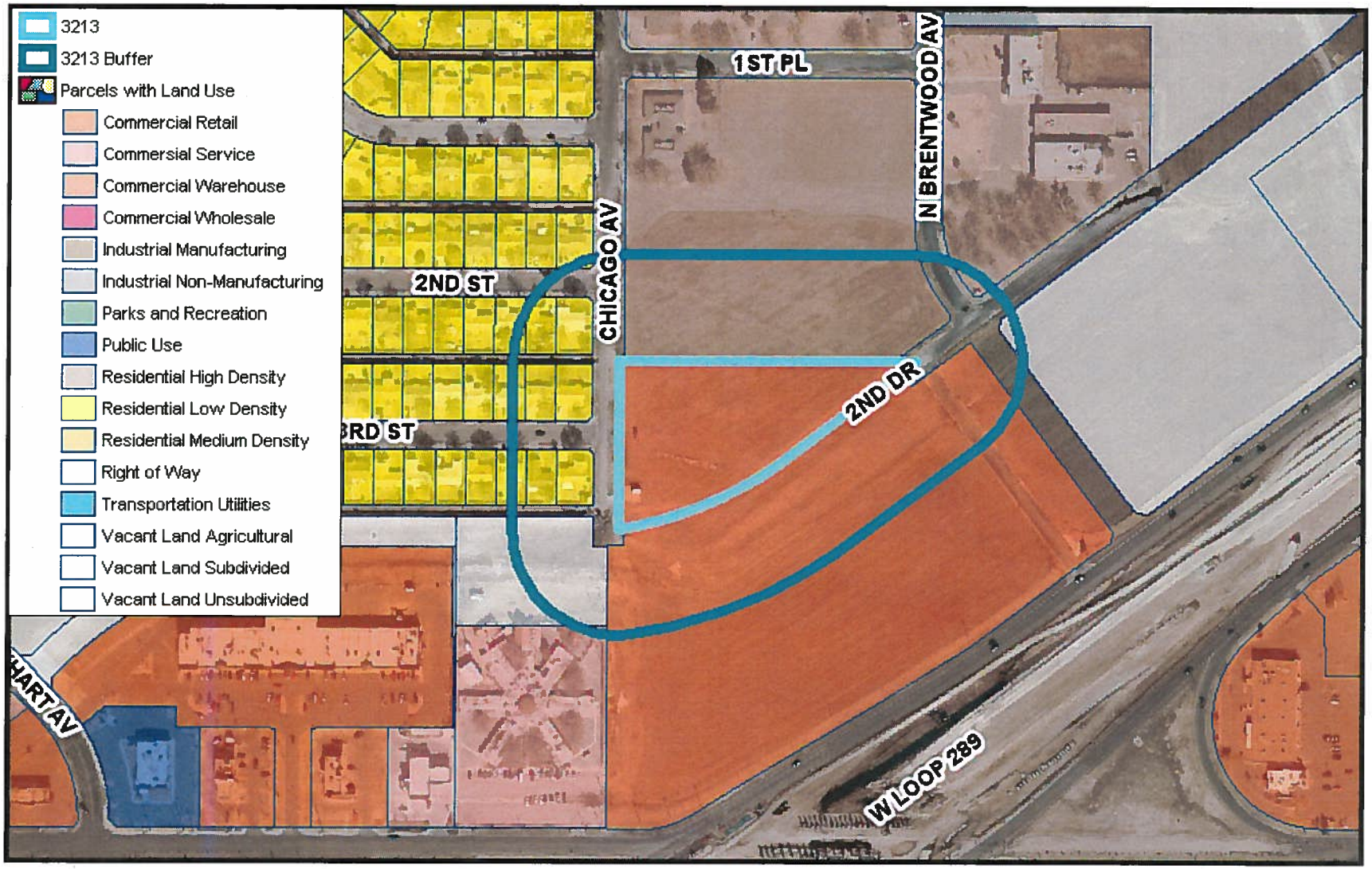
NOT TO SCALE

PROPOSED IHC ZONING LOCATED IN SECTION 1, BLOCK J-S

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

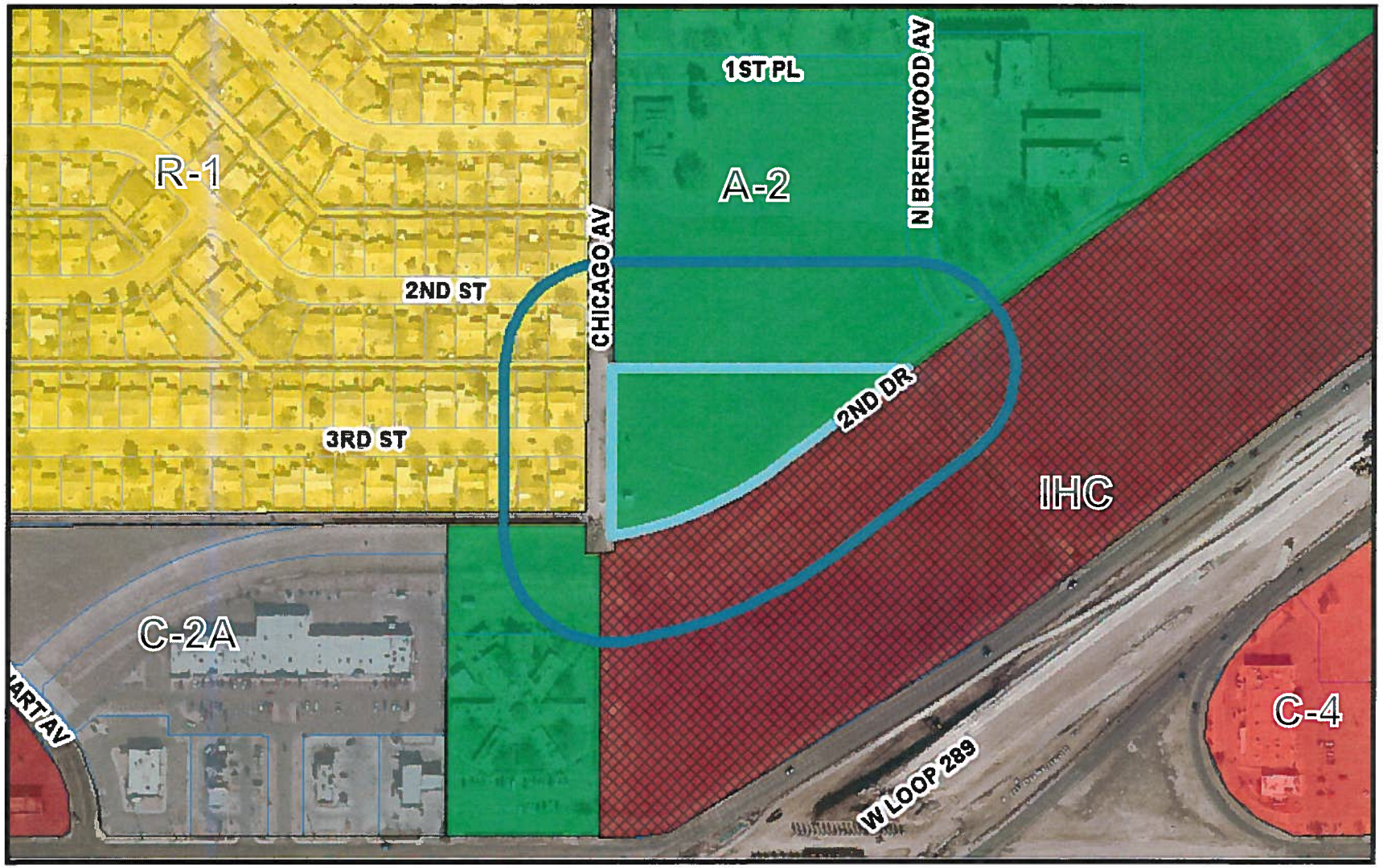


P.Z.C. Case 3213



P.Z.C. Case 3213

Request of Hugo Reed and Associates, Inc. (for North Park Lubbock Development, Ltd.) for a zoning change from A-2 to IHC for a hotel, 3rd Drive and Brentwood Avenue



P.Z.C. Case 3213 Zoning

APPLICATION FOR ZONE CHANGE

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

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

For
North Park Lubbock Development, Ltd.
3110 23rd Street
Street/Post Office Box
Lubbock, Texas 79410
City State Zip
806-741-0824
Telephone

Location or Address: **3rd Drive and Brentwood Avenue**

Legal Description:* **Section 1, Block JS - See metes and bounds description attached**

Existing Land Use: **Vacant**

Existing Zoning: **A-2**

Acreage or Square Footage of Property: **2.7 acres**

Zoning Requested: **IHC**

Proposed Development: **Hotel**

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

Terry Holeman
Applicant's Signature

September 5 2013
Date

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

Filing Fee: **$481 (North Park #2234)**
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

MHB Map 24

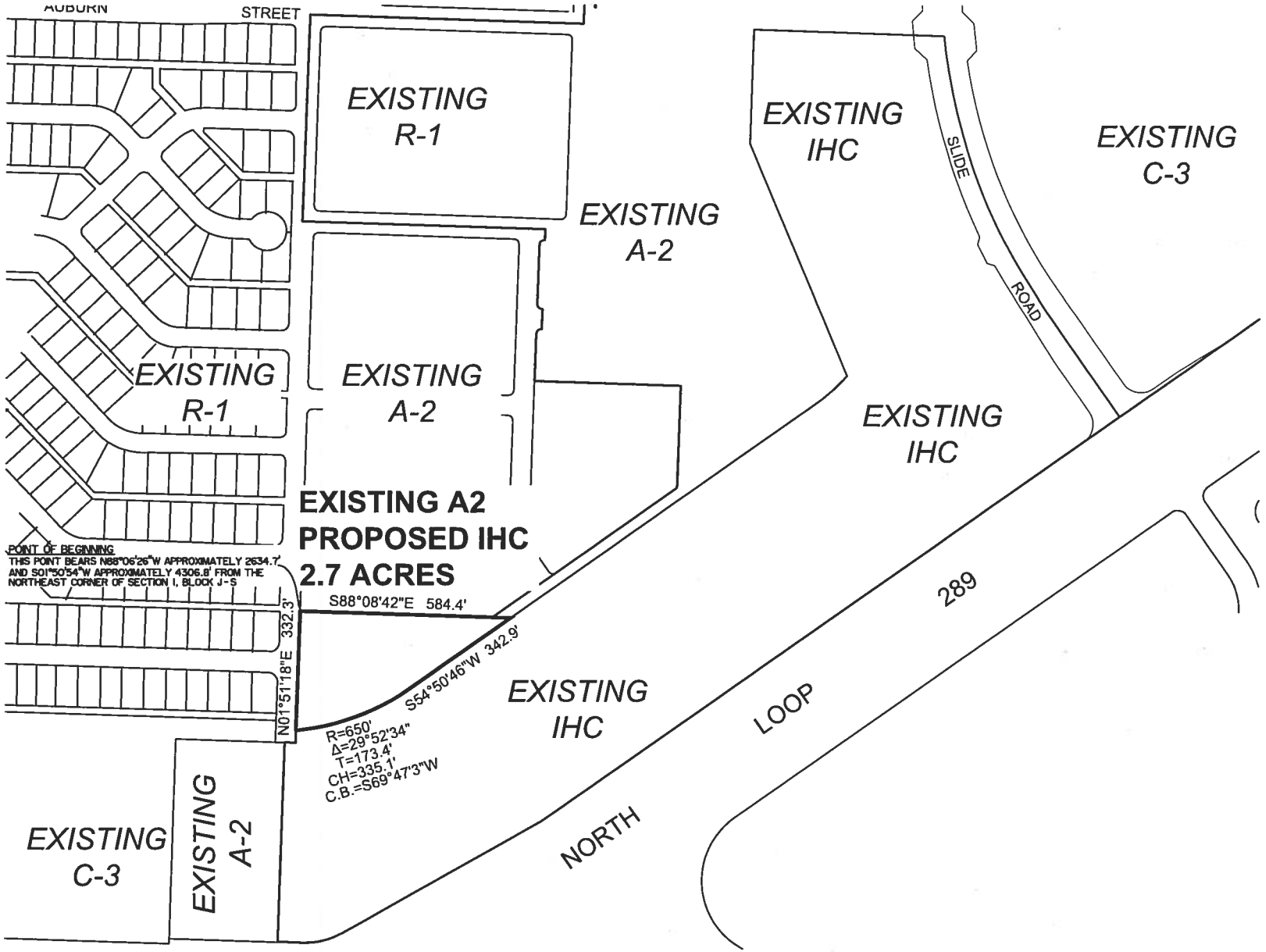
Zone Case No.: 3213 **Agenda No.:** 5

Request for zoning change from: A-2 **To:** IHC

2.7 acres of unplatted land out of Block JS Section 1

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 3rd Dr. and Brentwood Ave

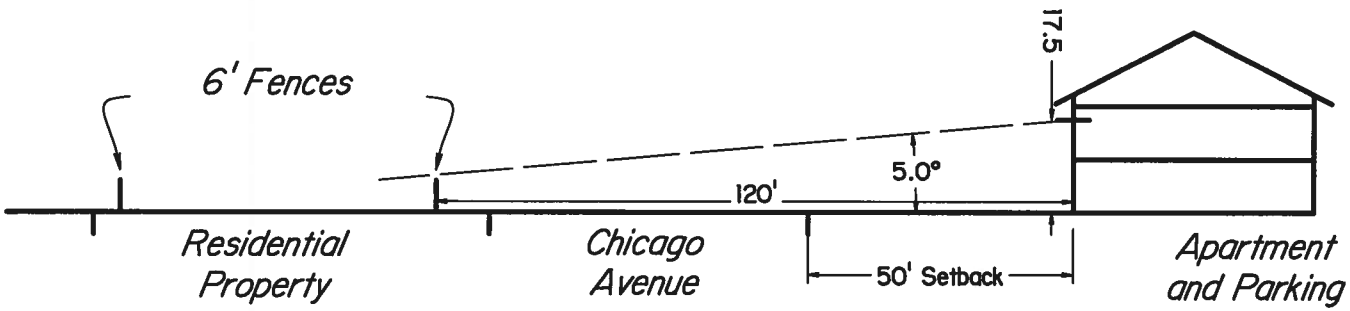


NORTH

NOT TO SCALE

PROPOSED IHC ZONING LOCATED IN SECTION 1, BLOCK J-S

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



APARTMENT

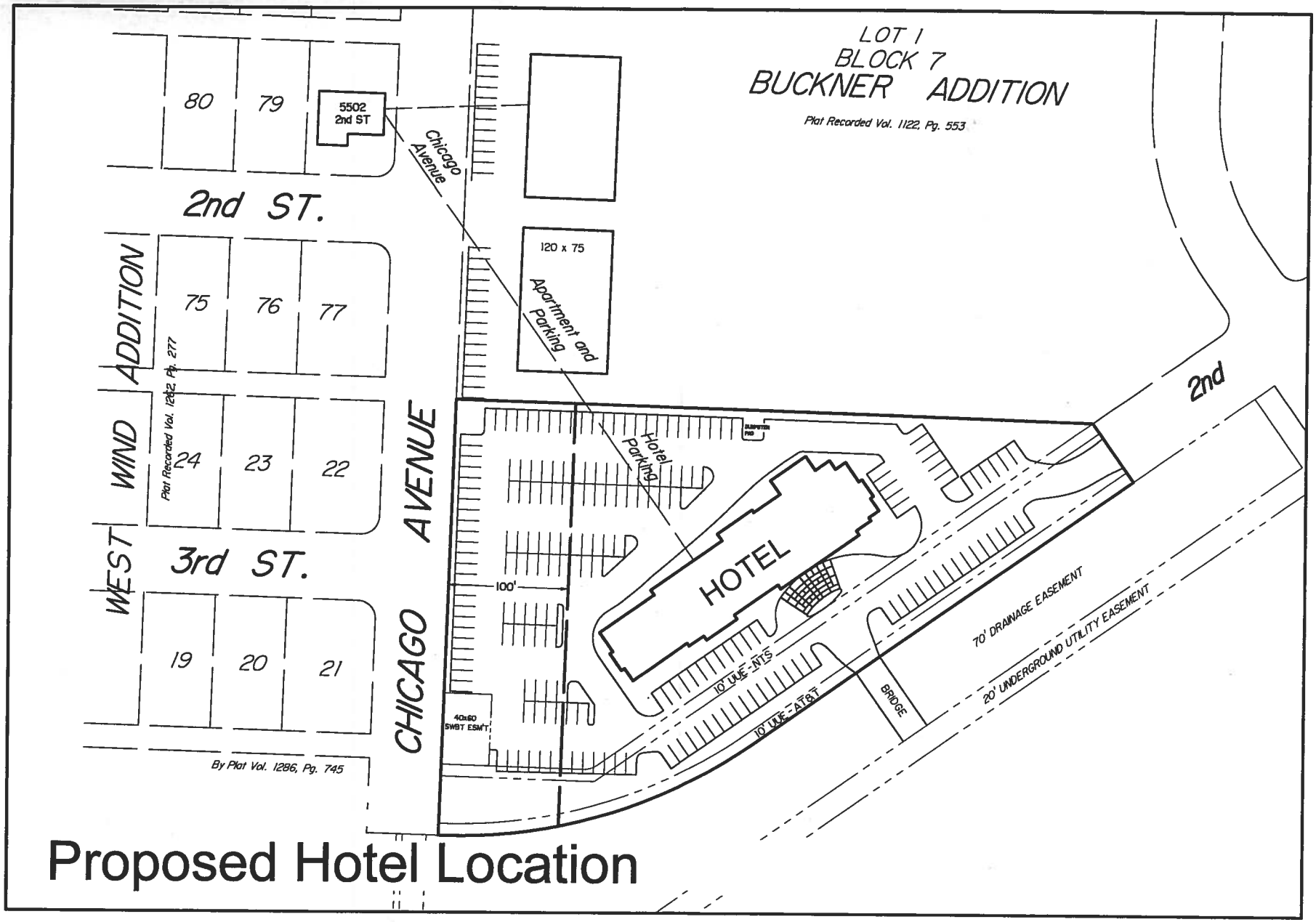


HOTEL

North Park

Line of Sight - From Proposed Hotel to Residence

405



Proposed Hotel Location

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
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THENCE S. 88°08'42" E., an approximate distance of 584.4 feet to a point on the centerline of 2nd Drive;

THENCE S. 54°50'46" W., an approximate distance of 342.9 feet to a point of curvature;

THENCE Southwesterly, along a curve to the right, said curve having a radius of approximately 760 feet, a central angle of 24°43'21", approximate tangent lengths of 173.4 feet, an approximate chord length of 335.1, and a chord bearing of S. 69°47'3" W., to a point in the East right-of-way line of Chicago Avenue;

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Contains: approximately 2.7 acres

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City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3213**

In Favor of ✓

Opposed ___

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name HARRY G. BLOMIE

Signature: Harry G. Blome

Address: 5503 2nd ST, LUBBOCK, TX 79416

Address of Property Owned: 5503 2nd ST. LUBBOCK, TX. 79416

Zone Case Number: 3213 66611
BLOME, HARRY GORDON
5503 2ND ST

LUBBOCK TX 79416-1501

7

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3213

In Favor of ___

Opposed X

Reasons and/or Comments: This is my HOME! Think of the Noise! I am definetly opposed to putting a hotel next to my home. Who would want to walk out their front door & have people looking down on them from a hotel. For goodness sake it will not only be next to a housing area but a childrens home. I don't think this was thought there at all or maybe people with money just don't ~~care~~ care about the rest of us.

Print Name LINDA Wood

Signature: Linda Wood

Address: 5502 2nd Street Lubbock, TX 79416

Address of Property Owned: SAME AS ABOVE (A small home where I try to raise my family next door to people who are trying to do the same! This will NOT help my property value at all - I can't see why this must be so close. Hope you receive this in time!

10 of 13

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Zone Case Number: 3213
WOOD LINDA L
5502 2ND ST
LUBBOCK TX 79416-1502

66613

Regular City Council Meeting **5. 22.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-O0105 for Zone Case 3214, a request of Hugo Reed and Associates, Inc., for Ford Development Corporation, for a zoning change from T to R-1 Specific Use for reduced setbacks on 75.966 acres of unplatted land out of Block AK, Section 4, east of Quaker Avenue and south of 137th Street.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:
R-1(Single Family) specific Use for reduced setbacks.

Proposed Land Use:
The proposed land use is for Single family residences.

Adjacent Land Uses:
N – (Residential) – R-1 specific Use for reduced setback
S – (Outside City Limits) – Undeveloped Land
E – (Outside City Limits) – Undeveloped Land
W– (Outside City Limits) –Undeveloped Land

P&Z Public Hearing Notes: (narrative of hearing activities, comments, etc. remove this comment.)
(Presence of applicant, public in support, public in opposition, discussion of the Staff and Planning Commission less the information in the next bullet)

Impact on the Comprehensive Land Use Plan (CLUP):
The case is consistent with the CLUP.

The proposed request is to zone recently annexed property from T (transitional) to R-1 specific use for reduced setbacks. The new area to the south of The Enclave at Kelsey Park is intended to seamlessly transition from the projects to the north with houses.

Staff recommended the case to the commission for approval.

The Planning and Zoning (P&Z) Commission recommended approval of the case with a vote of 5-0 at the October 8, 2013 meeting with the following conditions:
1. Lots under ½ acres subject to the following setback requirements:
Front: 20’ setback.
Side setback for corner lots (excluding Quaker and Memphis Ave): 5’ for both fences and structures.
Front setbacks on cul-de-sacs: 5’ except that garages require 20’.
Non-rear facing garage may be constructed to zero (0’).

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3214

Zone Case 3214

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3214;** A ZONING CHANGE FROM **T** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS**, ON **75.966 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3214

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **R-1** Specific Use for **reduced setbacks** on **75.966 acres of unplatted land out of Block AK, Section 4,** City of Lubbock, Lubbock County, Texas, located at **east of Quaker Avenue and south of 137th Street,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT lots under ½ acre shall be subject to the following setback requirements:**

   a) **Front: 20' setback;**
   b) **Side setback for corner lots (excluding Quaker and Memphis Ave.): 5' for both fences and structures;**
   c) **Front setbacks on cul-de-sacs: 5' except that garages require 20'; and**
   d) **Non-rear facing garage may be constructed to zero (0').**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **T** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **east of Quaker Avenue and south of 137th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

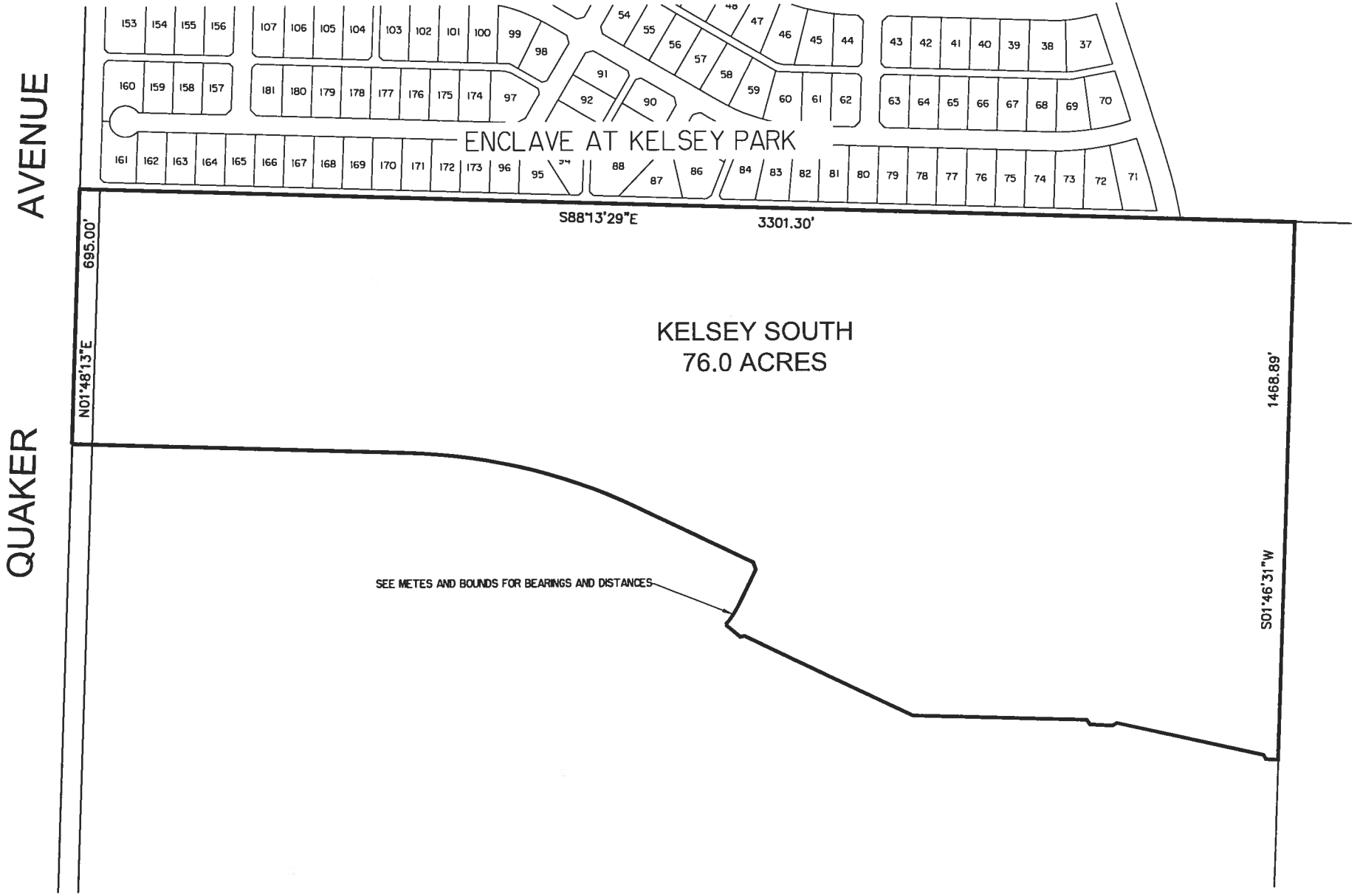
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3214
October 8, 2013



PROPOSED R-1 ZONING LOCATED IN SECTION 4, BLOCK A-K

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

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5842 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED R-1 ZONING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N. 64°22'13" W. a distance of 432.39 to a point of curvature;

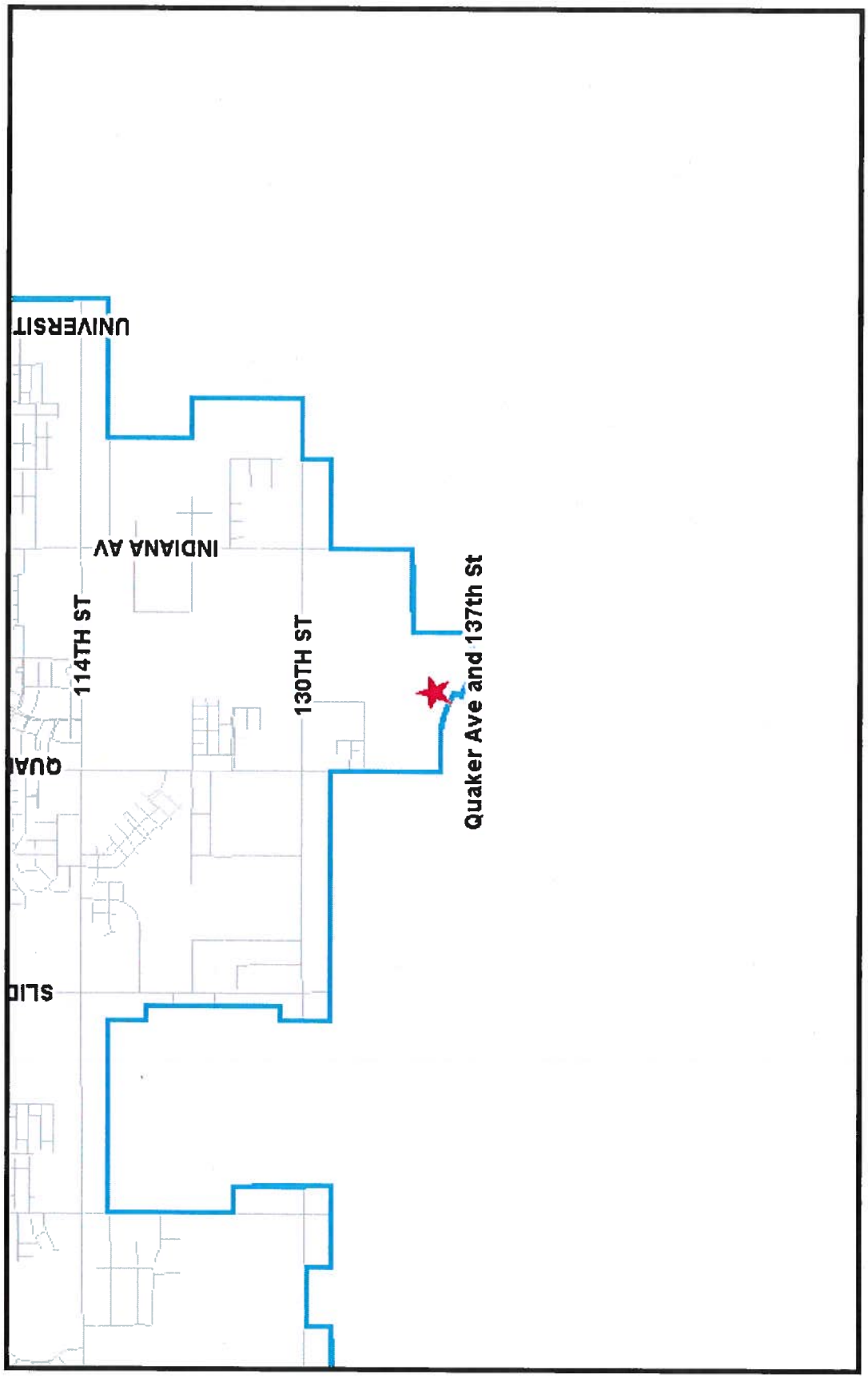
THENCE Northwesterly around a curve to the left, said curve having a radius of 1544.00 feet, a central angle of 23°51'15", tangent lengths of 326.14 feet, a chord bearing of N. 76°17'51" W. and a chord distance of 638.19 to a point of tangency;

THENCE N. 88°13'29" W. a distance of 839.63 feet to the Point of Beginning.

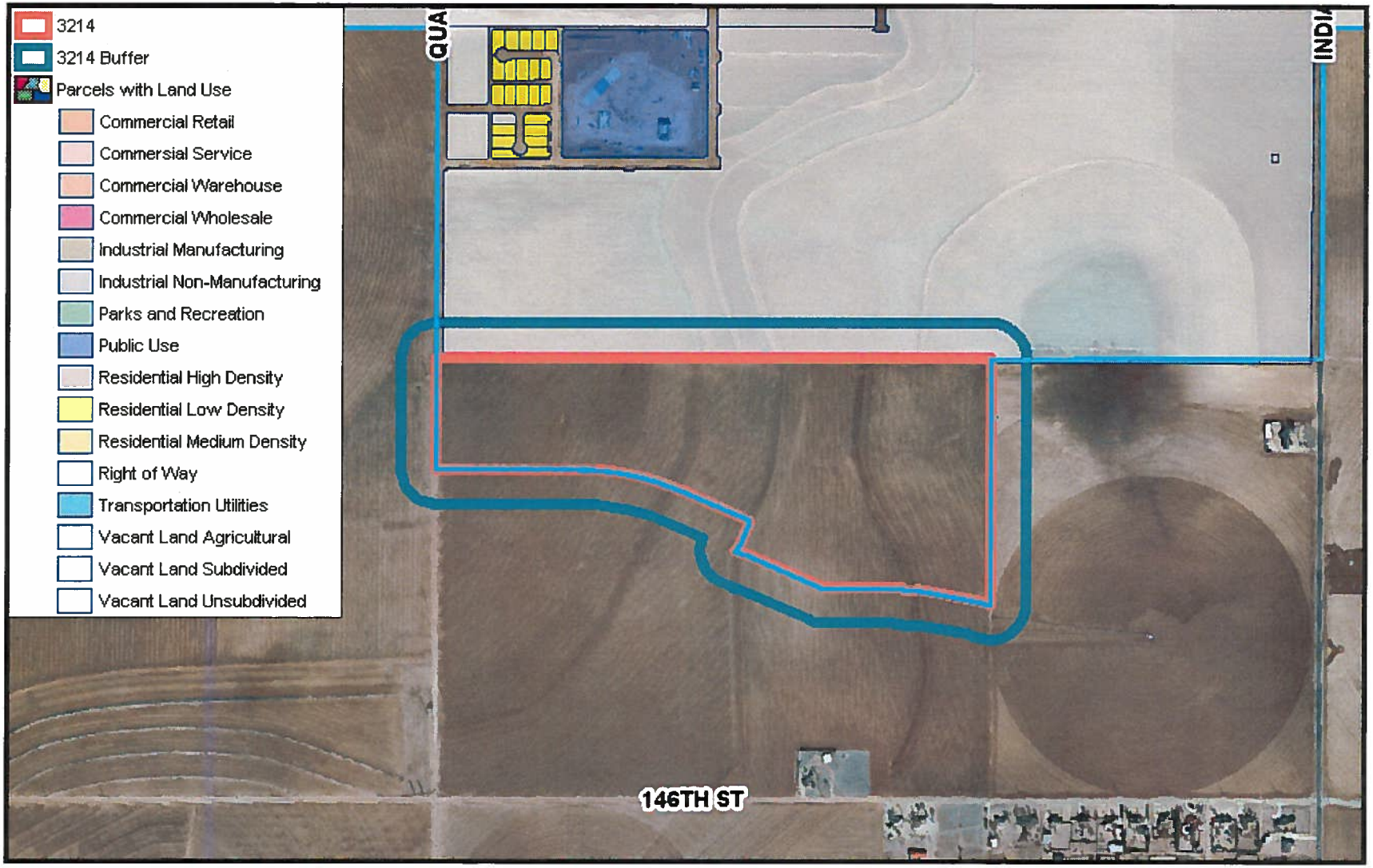
CONTAINS: 76.0 ACRES

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

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

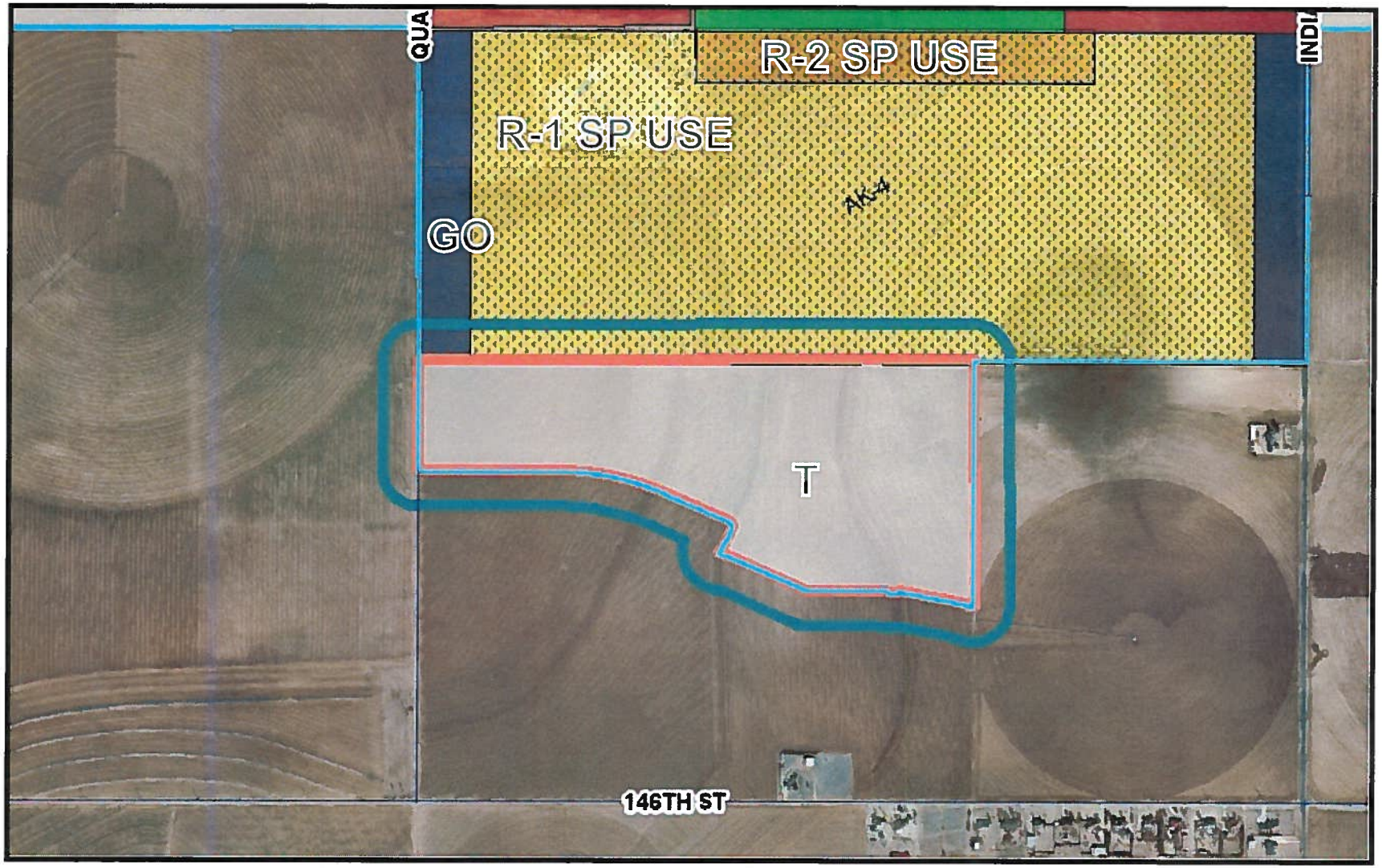


P.Z.C. Case 3214



P.Z.C. Case 3214

Request of Hugo Reed and Associates, Inc. (for Ford Development Corporation) for a zoning change from T to R-1 Specific Use for reduced setbacks, east of Quaker Avenue and south of 137th Street



P.Z.C. Case 3214 Zoning

APPLICATION FOR ZONE CHANGE

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

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

For
Ford Development Corporation
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
214-850-8838
Telephone

Location or Address: Quaker Avenue approximately 1/2 mile south of FM 1585

Legal Description:* Section 4, Block AK - See metes and bounds description attached

Existing Land Use: Vacant **Existing Zoning:** T

Acreage or Square Footage of Property: 75.966 Acres

Zoning Requested: R-1 Specific Use as follows: For any lots less than 0.5 acre in size: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding Quaker and Memphis) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line

Proposed Development: Unspecified

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

Terry Holeman
Applicant's Signature

September 5 2013
Date

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

Filing Fee: $700 (Ford Development #3540)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

M+B map 70

Zone Case No.: 3214 **Agenda No.:** 6

Request for zoning change from: T **To:** R-1 SP USE

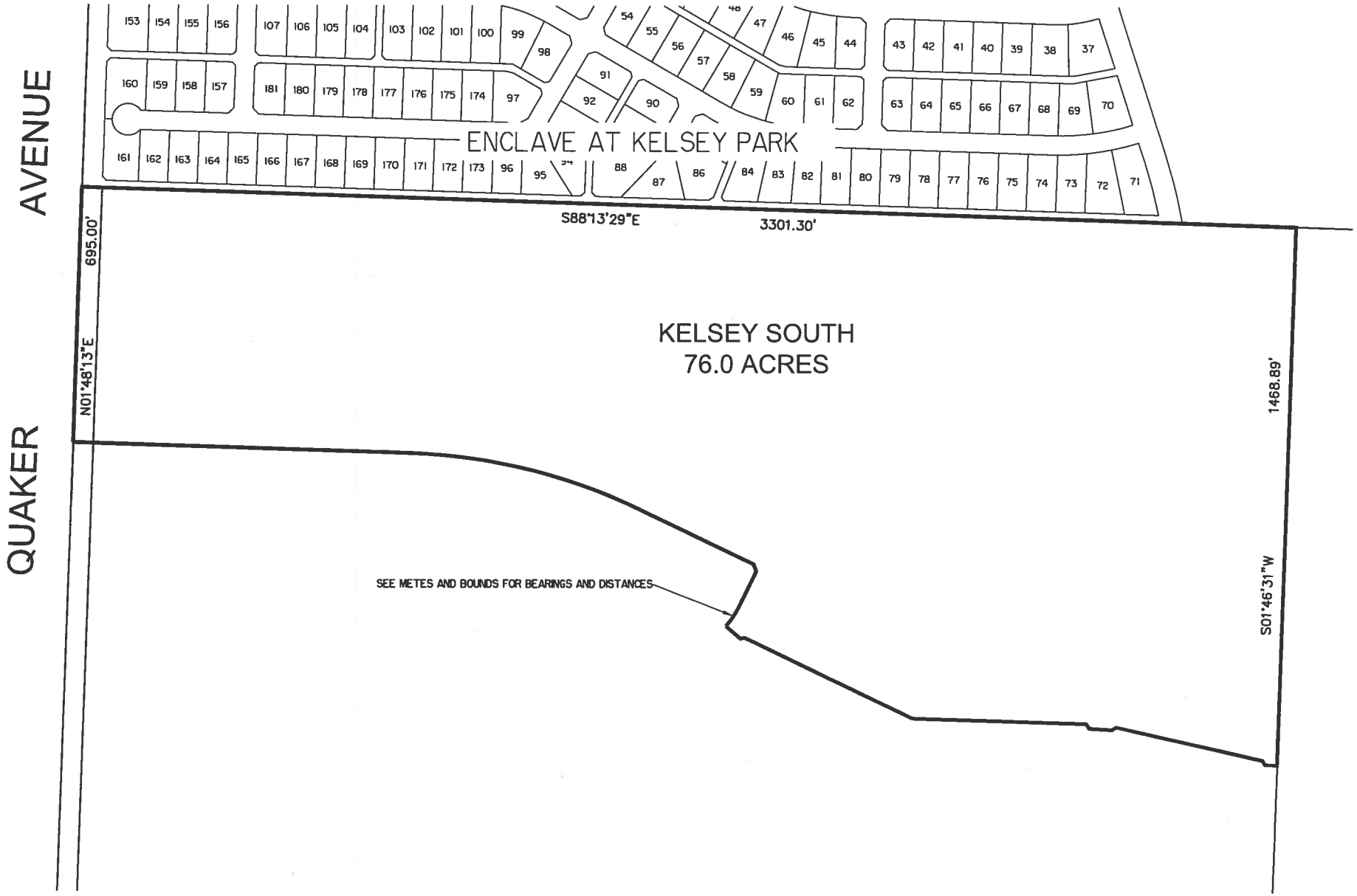
for reduced setbacks

76 acres of unplatted land out of Block AK, section 4

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** ~~Between Indiana Ave and Quaker Ave ½ mile south of 130th St~~

East of Quaker South of 137th



NORTH

NOT TO SCALE

PROPOSED R-1 ZONING LOCATED IN SECTION 4, BLOCK A-K

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED R-1 ZONING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

THENCE N. 64°22'13" W. a distance of 432.39 to a point of curvature;

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

THENCE N. 88°13'29" W. a distance of 839.63 feet to the Point of Beginning.

CONTAINS: 76.0 ACRES

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

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

Regular City Council Meeting **5. 23.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-O0101 for Zone Case 3116-C, a request of Hugo Reed and Associates, Inc., for FP Investors I, LLC, for a zoning change from GO and R-1 Specific Use to A-2 on 11.008 acres of unplatted land out of Block AK, Section 4, west of Indiana Avenue and south of 135th Street.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

Zoning Request: The request is for A-2 zoning. The proposed land use is for apartments.

Adjacent Land Uses:
N – (Residential/Commercial) – R-1(Single Family) Specific Use and GO (Garden Office)
S – (Outside City Limits) –Undeveloped Land
E – (Outside City Limits) –Undeveloped Land
W– (Residential) – R-1 (Single family) Specific Use

P&Z Public Hearing Notes:
No one spoke in favor of or in opposition to the request.

Impact on the Comprehensive Land Use Plan (CLUP):
This project is a minor change to the CLUP. Although it is not consistent with the CLUP, it is supported by staff because it is located on the intersection of the half mile street and the thoroughfare, meeting policy requirements of the A-2 (High density Apartment) district.

The Planning and Zoning (P&Z) Commission recommended approval of the case with a vote of 5-0 at the October 8, 2013 meeting.

P&Z Commission Recommendation with any proposed conditions.
1. The screening fence requirement shall be waived to the north and west adjacent residential zoned property.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3116-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3116-C;** A ZONING CHANGE FROM **GO AND R-1 SPECIFIC USE** TO **A-2** ZONING DISTRICT ON **11.008 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3116-C

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO and R-1 Specific Use** to **A-2** zoning

district on **11.008 acres of unplatted land out of Block AK, Section 4,** City of Lubbock, Lubbock County, Texas located at **west of Indiana Avenue and south of 135th Street,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the screening fence requirement shall be waived to the north and west adjacent to residential zoned property.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

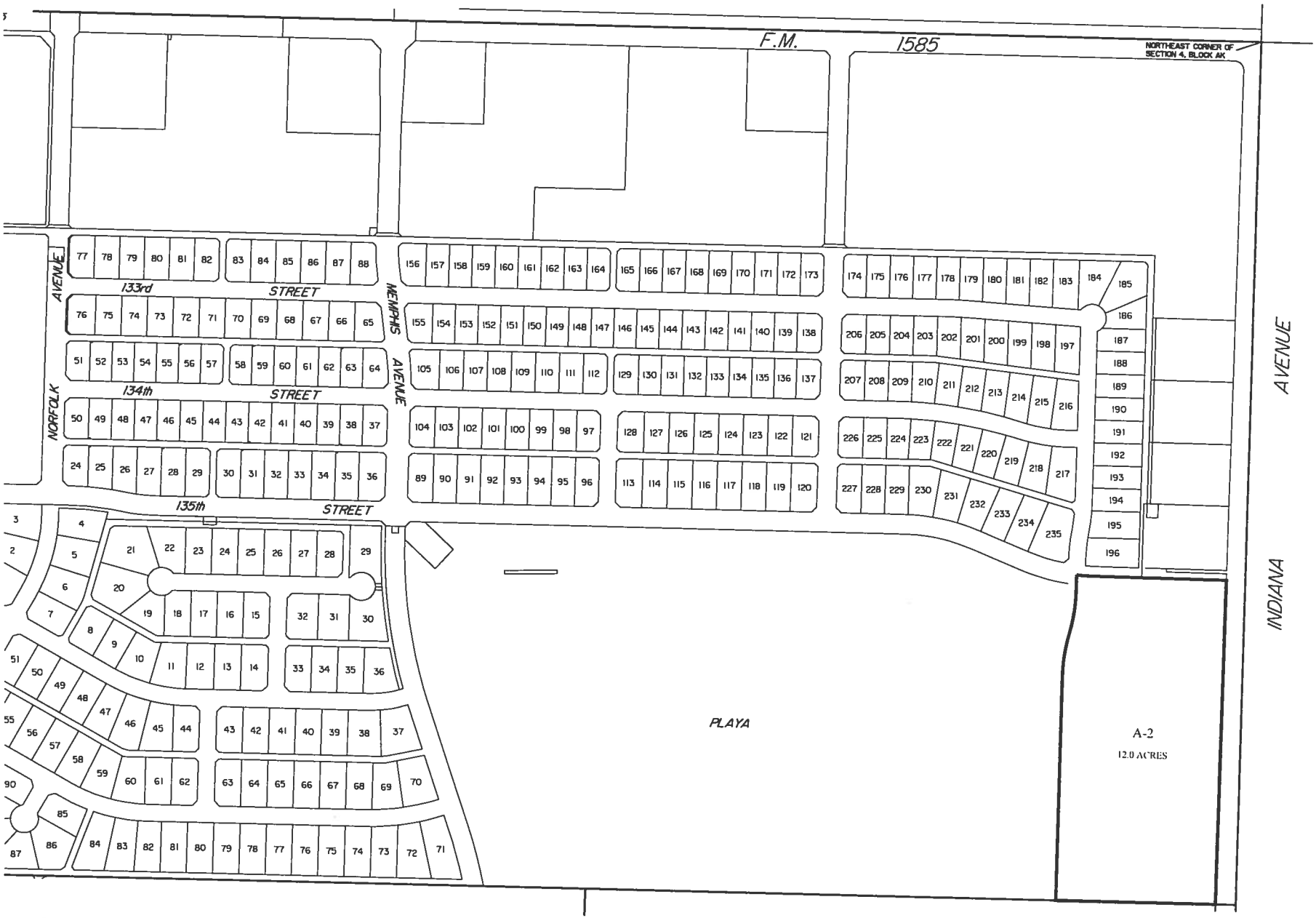
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3116-C
Ocotber 8, 2013



NORTH

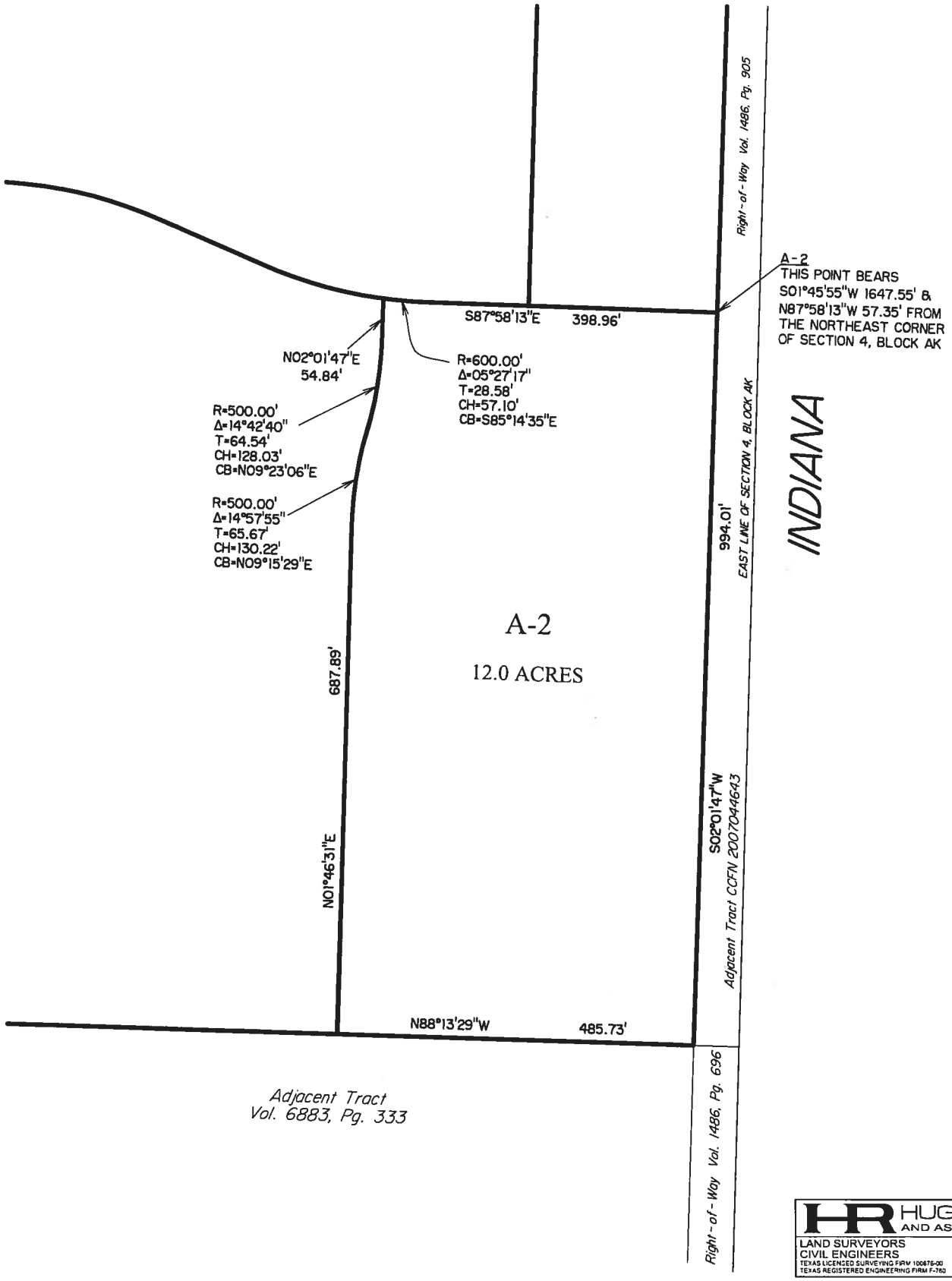
NOT TO SCALE

VICINITY MAP FOR PROPOSED A-2 ZONING

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

PROPOSED A-2 ZONING LOCATED IN SECTION 4, BLOCK A-K

NOT TO SCALE



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
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LAND SURVEYORS
CIVIL ENGINEERS

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

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an 11.008 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of a right-of-way easement as described in Volume 1486, Page 905 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract which bears S. 01°45'55" W. a distance of 1647.55 feet and N. 87°58'13" W. a distance of 57.35 feet from the Northeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 02°01'47" W., along said West easement line, a distance of 994.01 feet to a point in the Northern boundary of a 118.6 acre tract as described in Volume 6883, Page 333 of the Real Property Records of Lubbock County, Texas, at the Southeast corner of this tract;

THENCE N. 88°13'29" W., along the Northern boundary of said 118.6 acre tract, a distance of 485.73 feet to point for the Southwest corner of this tract;

THENCE N. 01°46'31" E. a distance of 687.89 feet to a point of curvature;

THENCE Northeasterly, around a curve to the right, said curve having a radius of 500.00 feet, a central angle of 14°57'55", tangent lengths of 65.67 feet, a chord bearing of N. 09°15'29" E. and a chord distance of 130.22 feet to a point of reverse curvature;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 500.00 feet, a central angle of 14°42'40", tangent lengths of 64.54 feet, a chord bearing of N. 09°23'06" E. and a chord distance of 128.03 feet to a point of tangency;

THENCE N. 02'01'47" E. a distance of 54.84 feet to a point for the Northwest corner of this tract;

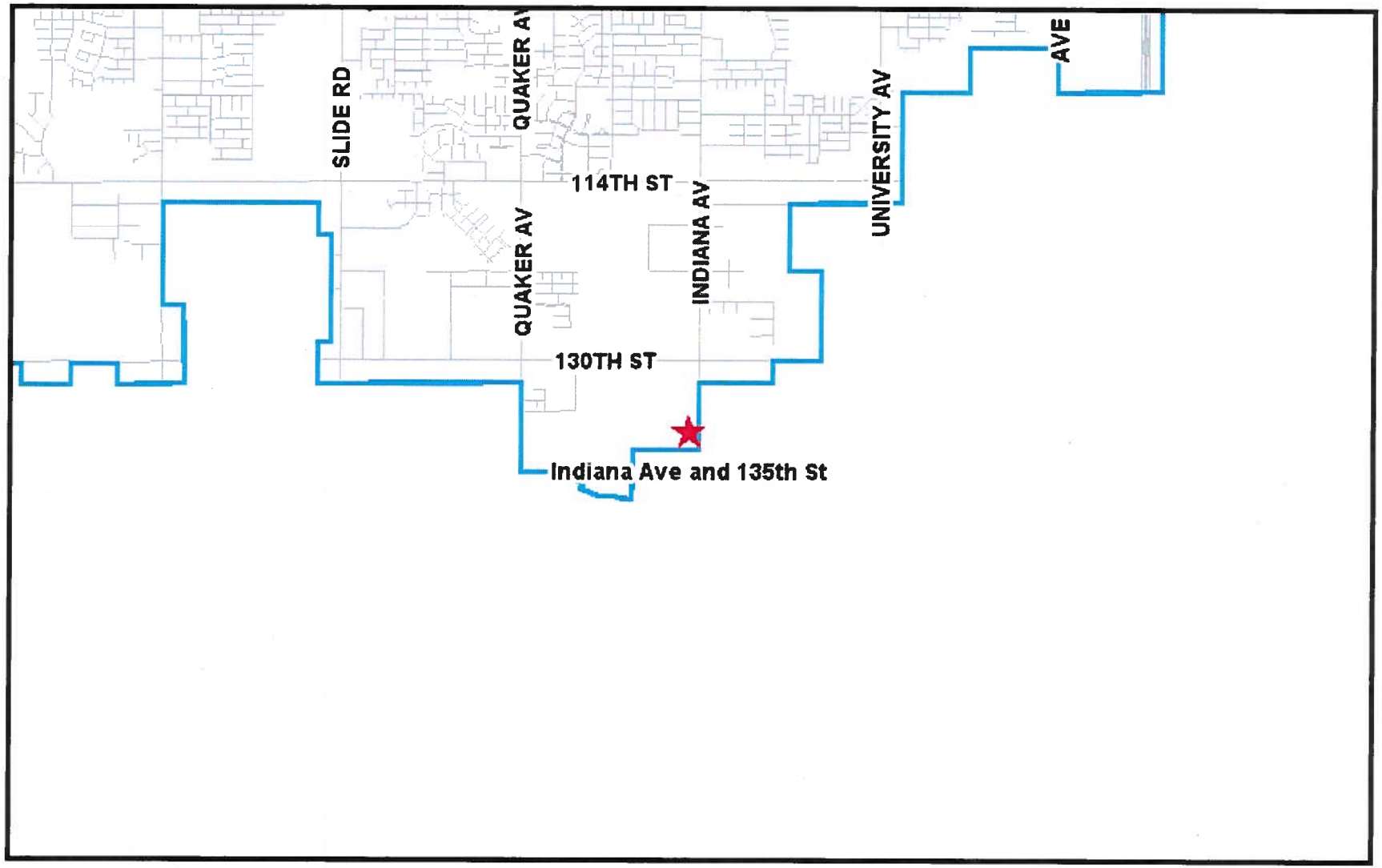
THENCE Southeasterly, around a curve to the left, said curve having a radius of 600.00 feet, a central angle of 05°27'17", tangent lengths of 28.58 feet, a chord bearing of S. 85°14'35" E. and a chord distance of 57.10 feet to a point of tangency;

THENCE S. 87°58'13" E. a distance of 398.96 feet to the Point of Beginning.

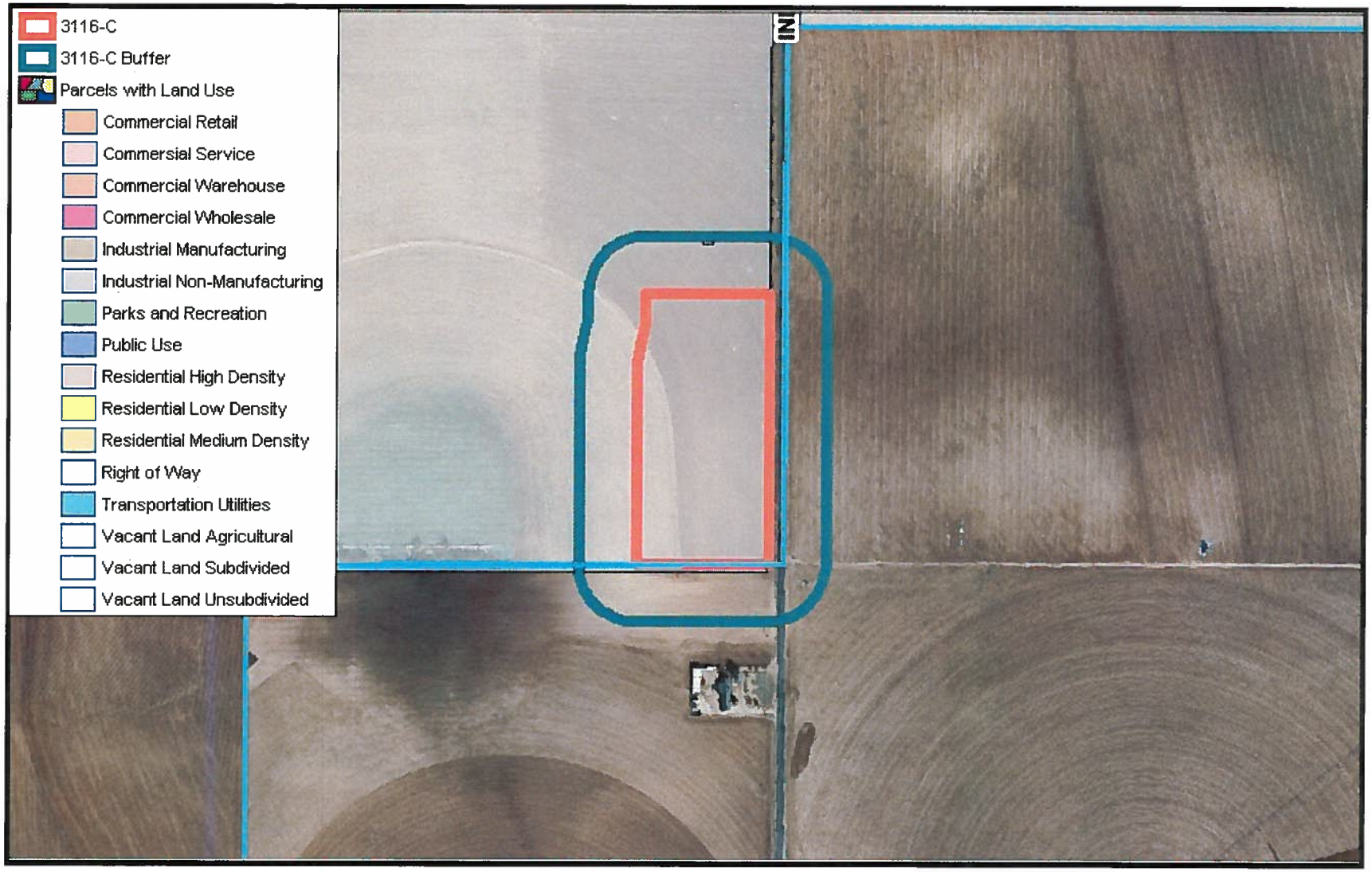
Contains: 11.008 Acres

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

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

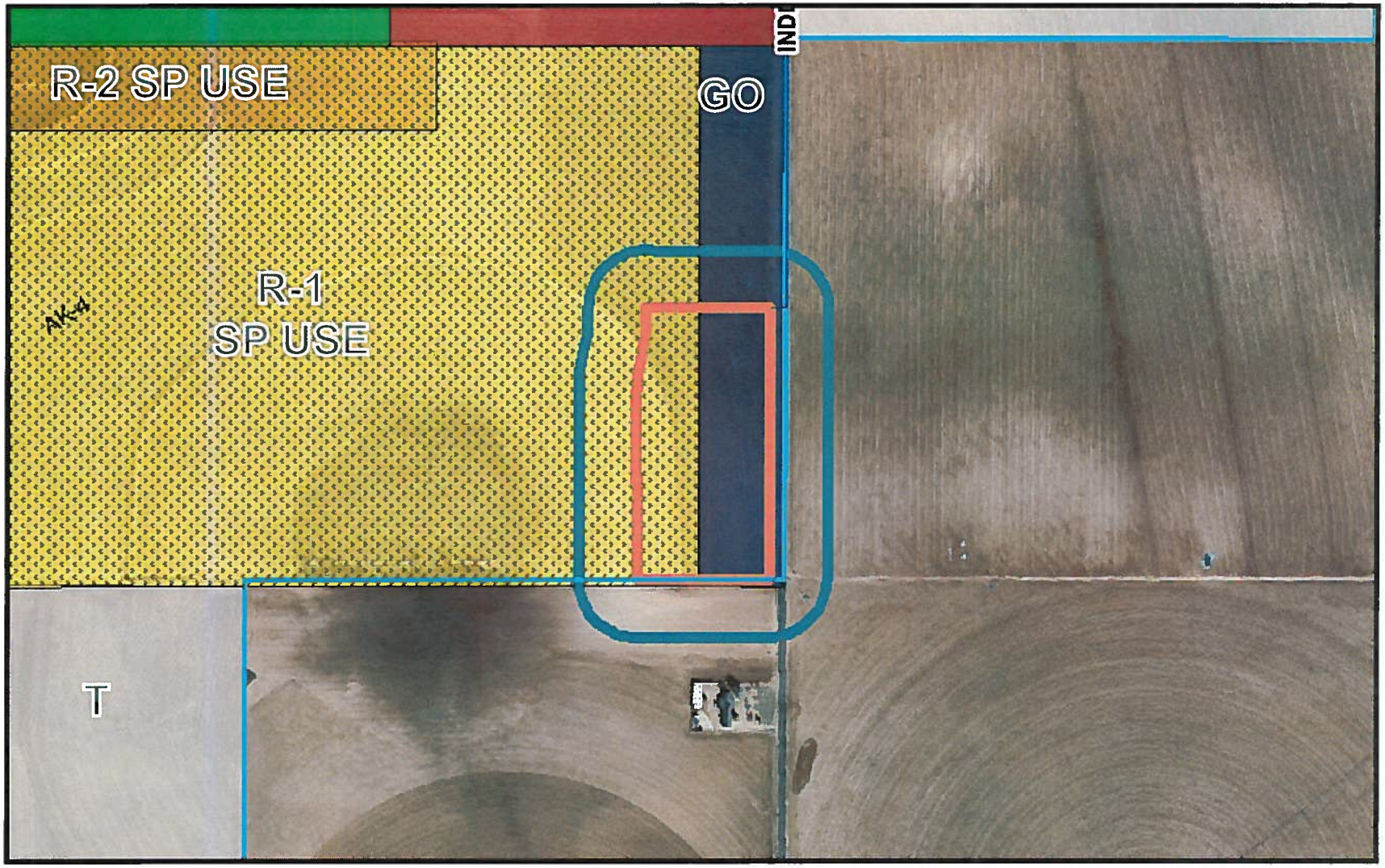


P.Z.C. Case 3116-C



P.Z.C. Case 3116-C

Request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from GO and R-1 Specific Use to A-2, west of Indiana Avenue and south of 135th Street



P.Z.C. Case 3116-C Zoning

APPLICATION FOR ZONE CHANGE

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

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

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

Location or Address: Indiana Avenue approximately 1/4 mile south of FM 1585

Legal Description:* Section 4, Block AK - See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: GO and R-1 Spec. Use

Acreage or Square Footage of Property: 11.008 Acres

Zoning Requested: A-2

Proposed Development: Unspecified

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

Terry Holeman
Applicant's Signature

September 5 2013
Date

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

Filing Fee: $508 (FP Investors I, LLC #1016)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

MHB Map 70

Zone Case No.: 3116-C **Agenda No.:** 7

Request for zoning change from: GO, R1 SP use **To:** A2

12 acres of unplatted land out of Block AK Section 4

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** Indiana Ave South of ~~130th~~ 135th St West



NORTH

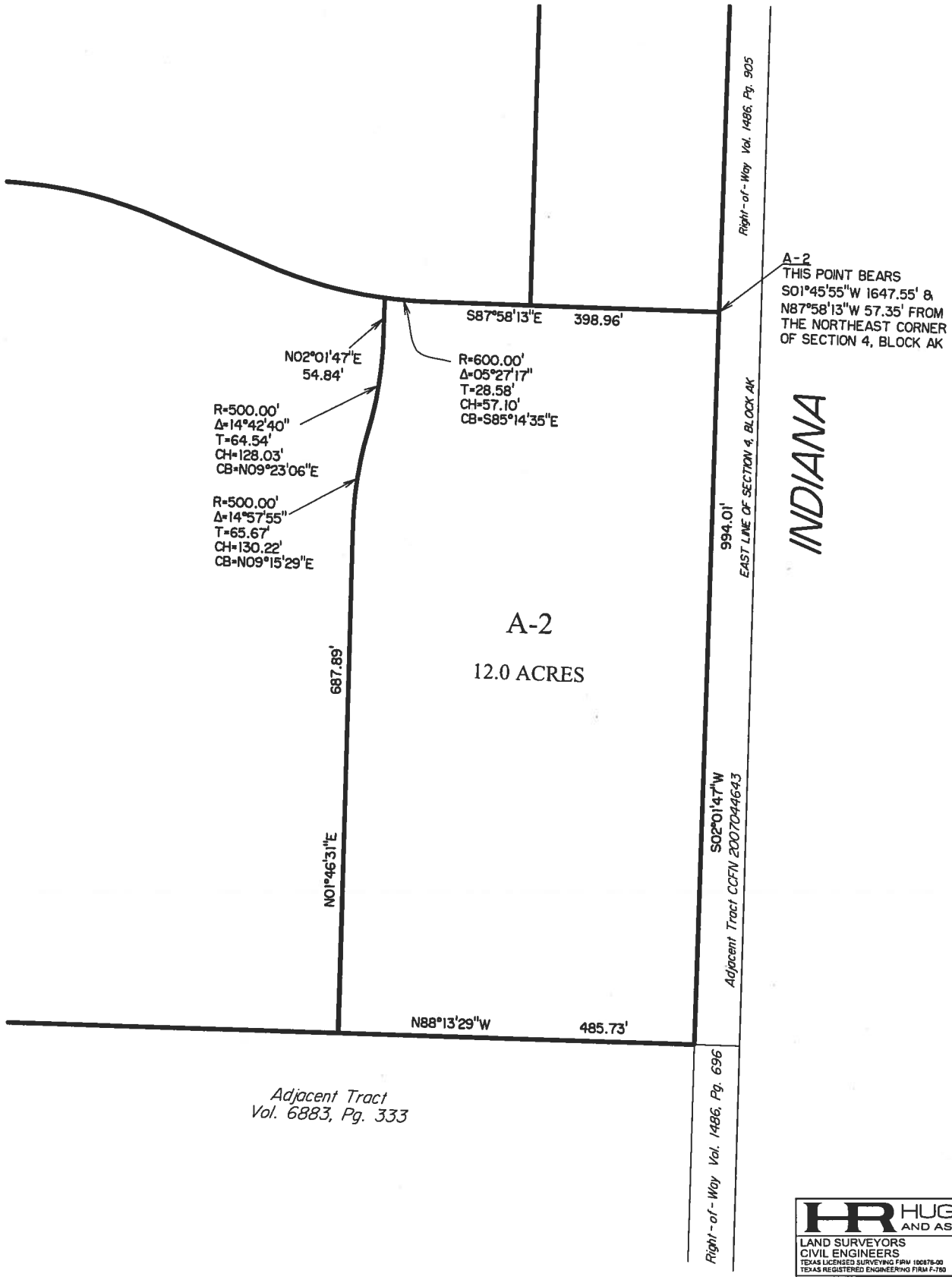
NOT TO SCALE

VICINITY MAP FOR PROPOSED A-2 ZONING

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

PROPOSED A-2 ZONING LOCATED IN SECTION 4, BLOCK A-K

NOT TO SCALE



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

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

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of an 11.008 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West line of a right-of-way easement as described in Volume 1486, Page 905 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract which bears S. 01°45'55" W. a distance of 1647.55 feet and N. 87°58'13" W. a distance of 57.35 feet from the Northeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 02°01'47" W., along said West easement line, a distance of 994.01 feet to a point in the Northern boundary of a 118.6 acre tract as described in Volume 6883, Page 333 of the Real Property Records of Lubbock County, Texas, at the Southeast corner of this tract;

THENCE N. 88°13'29" W., along the Northern boundary of said 118.6 acre tract, a distance of 485.73 feet to point for the Southwest corner of this tract;

THENCE N. 01°46'31" E. a distance of 687.89 feet to a point of curvature;

THENCE Northeasterly, around a curve to the right, said curve having a radius of 500.00 feet, a central angle of 14°57'55", tangent lengths of 65.67 feet, a chord bearing of N. 09°15'29" E. and a chord distance of 130.22 feet to a point of reverse curvature;

THENCE Northeasterly, around a curve to the left, said curve having a radius of 500.00 feet, a central angle of 14°42'40", tangent lengths of 64.54 feet, a chord bearing of N. 09°23'06" E. and a chord distance of 128.03 feet to a point of tangency;

THENCE N. 02'01'47" E. a distance of 54.84 feet to a point for the Northwest corner of this tract;

THENCE Southeasterly, around a curve to the left, said curve having a radius of 600.00 feet, a central angle of 05°27'17", tangent lengths of 28.58 feet, a chord bearing of S. 85°14'35" E. and a chord distance of 57.10 feet to a point of tangency;

THENCE S. 87°58'13" E. a distance of 398.96 feet to the Point of Beginning.

Contains: 11.008 Acres

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

PREPARED FOR ZONE CHANGE REQUEST ONLY; NOT TO BE USED FOR ANY LAND TITLE TRANSACTION.

Regular City Council Meeting **5. 24.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-O0102 for Zone Case 1615-K, a request of Capital Telecom for a zoning change from C-3 Specific Use to C-3 Specific Use for a telecommunications tower on 1,788 square feet of Tract C, South Plains Addition, 5801 West Loop 289.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

General comments:
The request is for a new 150' tall cell phone tower. The applicant has provided the required documentation to justify the request. In particular, the maps showing that currently, co-location of the needed antennas on nearby towers is not an option. In order to serve the desired area, a tower in this vicinity is necessary, and they are proposing this location.

Adjacent land uses:
North: Apartments, zoned A-1
East: Home Depot, zoned C-4
West: Loop 289
South: Home Depot parking lot and Loop 289

Comprehensive Land Use Plan:
The request is consistent with the CLUP.

Zoning Policy:
The request is consistent with the zoning code and policy in regards to new cell tower requests. They have presented the fact that co-location on an existing tower does not meet their service needs.

Effect on the adjacent street and thoroughfare system:
There should be no impact on the thoroughfare system or traffic in the area.

Recommendations:
The Planning and Zoning Commission recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1615-K

Zone Case 1615-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. 1615-K;** A ZONING CHANGE FROM **C-3 SPECIFIC USE** TO **C-3 SPECIFIC USE** FOR **A TELECOMMUNICATIONS TOWER,** ON **1,788 SQUARE FEET OF TRACT C, SOUTH PLAINS ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 1615-K

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3** Specific Use to **C-3** Specific Use for **a telecommunications tower** on **1,788 square feet of Tract C, South Plains Addition,** City of Lubbock, Lubbock County, Texas, located at **5801 West Loop 289**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-3 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5801 West Loop 289**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

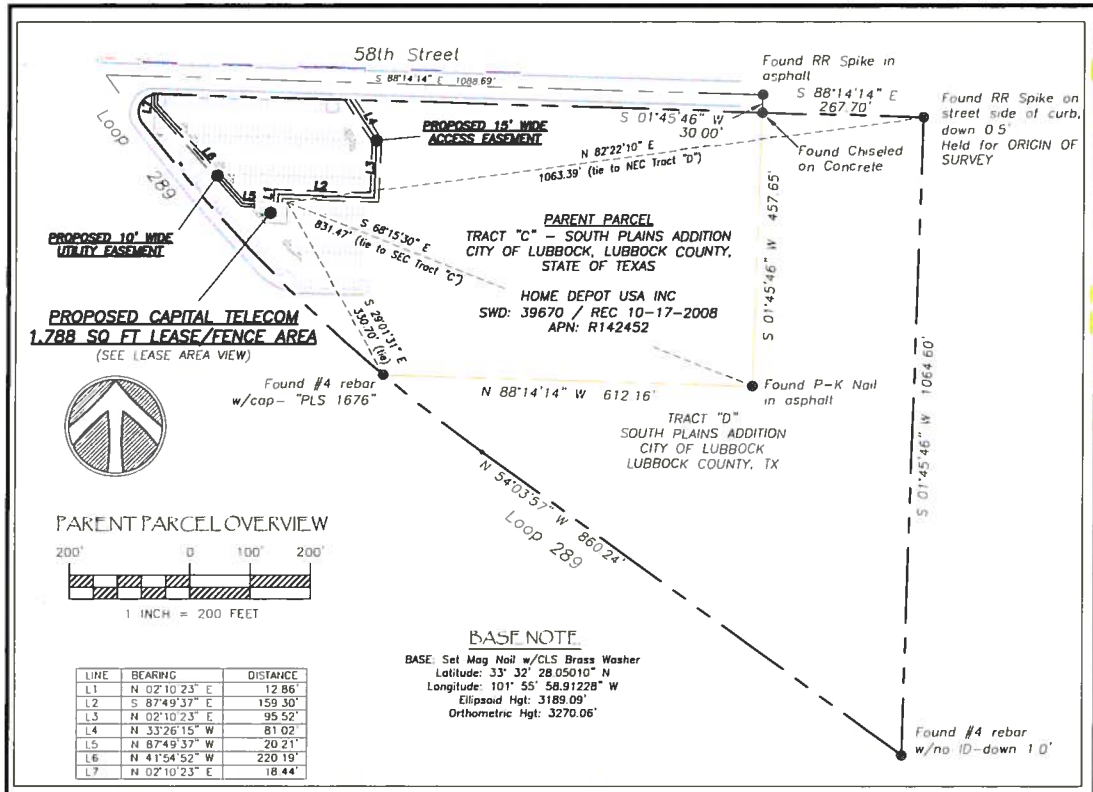
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

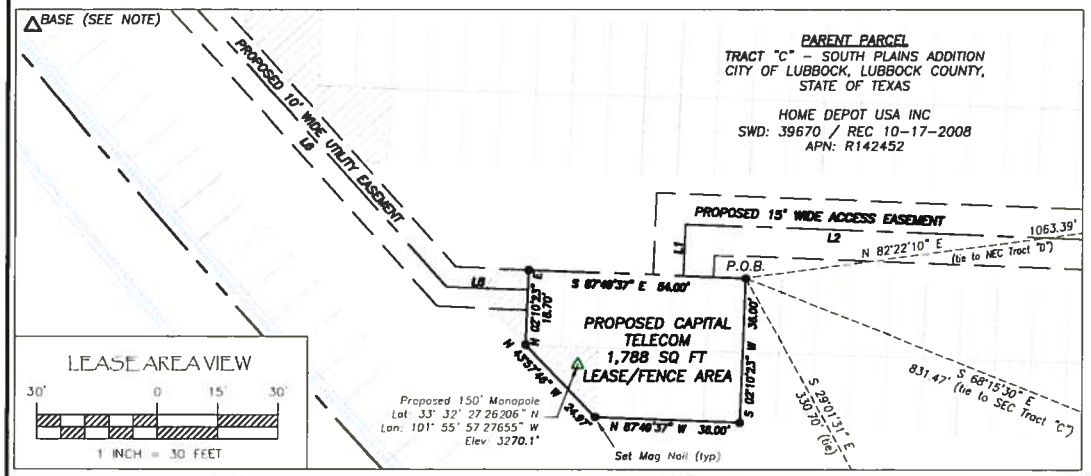
vw/CityAtt/Chad/Zones/ZC1615-K
October 8,, 2013



LINE	BEARING	DISTANCE
L1	N 02°10'23" E	12.86'
L2	S 87°49'37" E	159.30'
L3	N 02°10'23" E	95.52'
L4	N 33°26'15" W	81.02'
L5	N 87°49'37" W	20.21'
L6	N 41°54'52" W	220.19'
L7	N 02°10'23" E	18.44'

BASE NOTE

BASE: Set Mag Nail w/CLS Brass Washer
Latitude: 33° 32' 28.05010" N
Longitude: 101° 55' 58.91228" W
Ellipsoid Hgt: 3189.09'
Orthometric Hgt: 3270.06'



SURVEYOR'S DESCRIPTIONS

PROPOSED CAPITAL TELECOM 1,788 SQ FT LEASE/FENCE AREA

The following is the description of a proposed telecommunications lease area "(PROPOSED LEASE AREA") within TRACT "C", SOUTH PLAINS ADDITION, CITY OF LUBBOCK, LUBBOCK COUNTY, STATE OF TEXAS, more particularly described as follows:

COORDINATE TABLE – TEXAS STATE PLANE COORDINATES, NORTH CENTRAL ZONE (4202), US FEET

ID	Northing(Y)	Easting(X)	Elev(Z)	Description
(TO BE EDITED)				

The POINT OF BEGINNING being a mag nail with tag set for the northeast corner of the PROPOSED LEASE AREA; FROM WHICH the following monuments are located:

– A railroad spike found for the northeast corner of TRACT "D", SOUTH PLAINS ADDITION, bears North 82° 22' 10" East 1,063.39 feet;
– A PK nail found for the southeast corner of TRACT "C" bears South 68° 15' 30" East 831.47 feet;
– A #4 rebar with cap stamped "PLS 1676" found for the southwesterly corner of TRACT "C" in the northeasterly right-of-way line of Loop 289 bears South 29° 01' 31" East 330.70 feet

THENCE, from said POINT OF BEGINNING, the following five (5) courses:

1. South 02° 10' 23" West 36.00 feet to a mag nail with tag set for the southeast corner of the PROPOSED LEASE AREA;
2. North 87° 49' 37" West 36.00 feet to a mag nail with tag set for a southwesterly corner of the PROPOSED LEASE AREA;
3. North 43° 57' 46" West 24.97 feet to a mag nail with tag set for a southwesterly corner of the PROPOSED LEASE AREA;
4. North 02° 10' 23" East 18.70 feet to a mag nail with tag set for the northwest corner of the PROPOSED LEASE AREA;
5. South 87° 49' 37" East 54.00 feet to the POINT OF BEGINNING and containing, in all, 1,788 square feet of land, TOGETHER WITH two (2) easements for access and utilities described by centerline as follows:

PROPOSED 15' WIDE ACCESS EASEMENT – CENTERLINE DESCRIPTION

Commencing, for reference, at the northeast corner of the PROPOSED LEASE AREA; THENCE, with the north boundary line of the PROPOSED LEASE AREA, North 87° 49' 37" West 15.50 feet to the POINT OF BEGINNING of this easement centerline description; THENCE, the following four (4) courses:

1. North 02° 10' 23" East 12.86 feet;
2. South 87° 49' 37" East 159.30 feet;
3. North 02° 10' 23" East 95.52 feet;
4. North 33° 26' 15" West 81.02 feet to the POINT OF TERMINATION in the north boundary line of said TRACT "C", the same being the south right-of-way line of 58th Street.

PROPOSED 10' WIDE UTILITY EASEMENT – CENTERLINE DESCRIPTION

Commencing, for reference, at the northwest corner of the PROPOSED LEASE AREA; THENCE, with the west boundary line of the PROPOSED LEASE AREA, South 02° 10' 23" West 5.00 feet to the POINT OF BEGINNING of this easement centerline description; THENCE, the following three (3) courses:

1. North 87° 49' 37" West 20.21 feet;
3. North 41° 54' 52" West 220.19 feet;
4. North 02° 10' 23" West 18.44 feet to the POINT OF TERMINATION in the north boundary line of said TRACT "C", the same being the south right-of-way line of 58th Street.

Basis of Bearing for the survey is GRID NORTH for the TEXAS STATE COORDINATE SYSTEM, NORTH CENTRAL ZONE (4202), NAD83. Distances are ground.

GENERAL NOTES

1. NO CURRENT REPORT OF TITLE WAS PROVIDED TO SURVEYOR. EASEMENTS, UNDERGROUND UTILITIES AND UNWRITTEN RIGHTS MAY EXIST WHERE NONE ARE SHOWN.
2. CONTRACTOR BEARS FULL RESPONSIBILITY TO PROPERLY LOCATE UNDERGROUND UTILITIES PRIOR TO ANY EXCAVATION.
3. LESSEE BEARS FULL RESPONSIBILITY IN VERIFYING OWNERSHIP OF ANY PROPERTY INCLUDED WITHIN THE BOUNDARIES OF THE PROPOSED SUBJECT LEASE AREA OR ANY PROPOSED EASEMENTS.
4. BASIS OF BEARINGS IS GRID NORTH, TEXAS STATE PLANE COORDINATE SYSTEM (NAD83), NORTH CENTRAL ZONE (4204). DISTANCES ARE GRID.
5. PROPOSED TOWER CENTER NAD83 COORDINATE REPORT (1A):

LAT:	33°32'27.262"N
LON:	101°55'57.277"W
GROUND ELEV:	3,270'

6. CURRENT SITE ZONING NOT VERIFIED BY THIS SURVEY.

CERTIFICATION

I HEREBY CERTIFY THAT THIS EXHIBIT WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION PRESENTED HEREON IS TRUE AND CORRECT TO BEST OF MY KNOWLEDGE AND BELIEF. THIS IS NOT A BOUNDARY SURVEY OF THE PARENT PARCEL. 04-29-2013 (FIELD: 04-13-2013)

CHRISTIAN A. CLAUSEN, R.P.L.S. (TX 5511-NM 16467-AZ 36621)

The information contained in this set of documents is proprietary by nature. Any use or disclosure other than that which relates to the client name is strictly prohibited.

PRELIMINARY

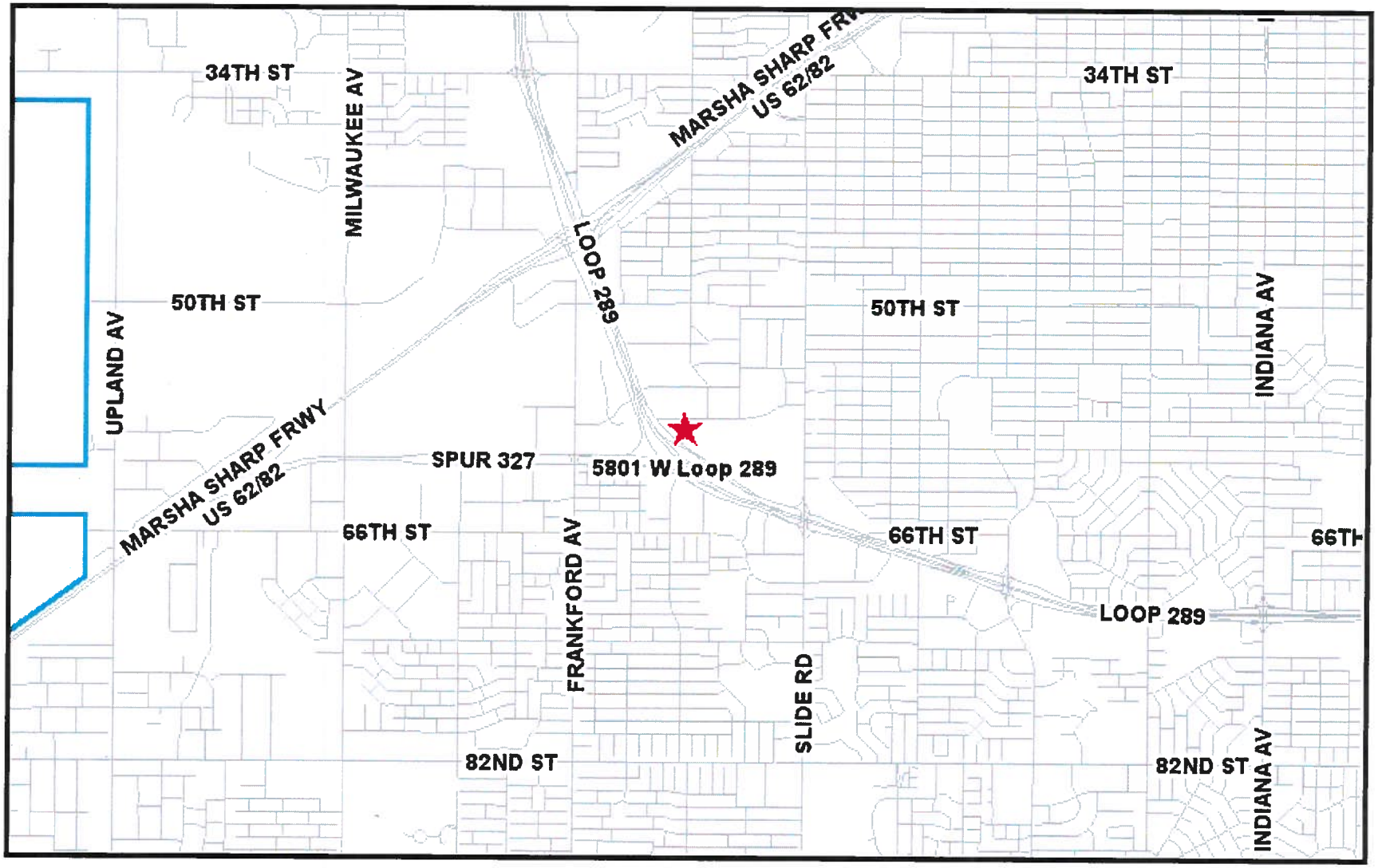
ISSUED FOR	DATE
REVIEW	07-03-2013

SITE NAME
LUBBOCK HD0451

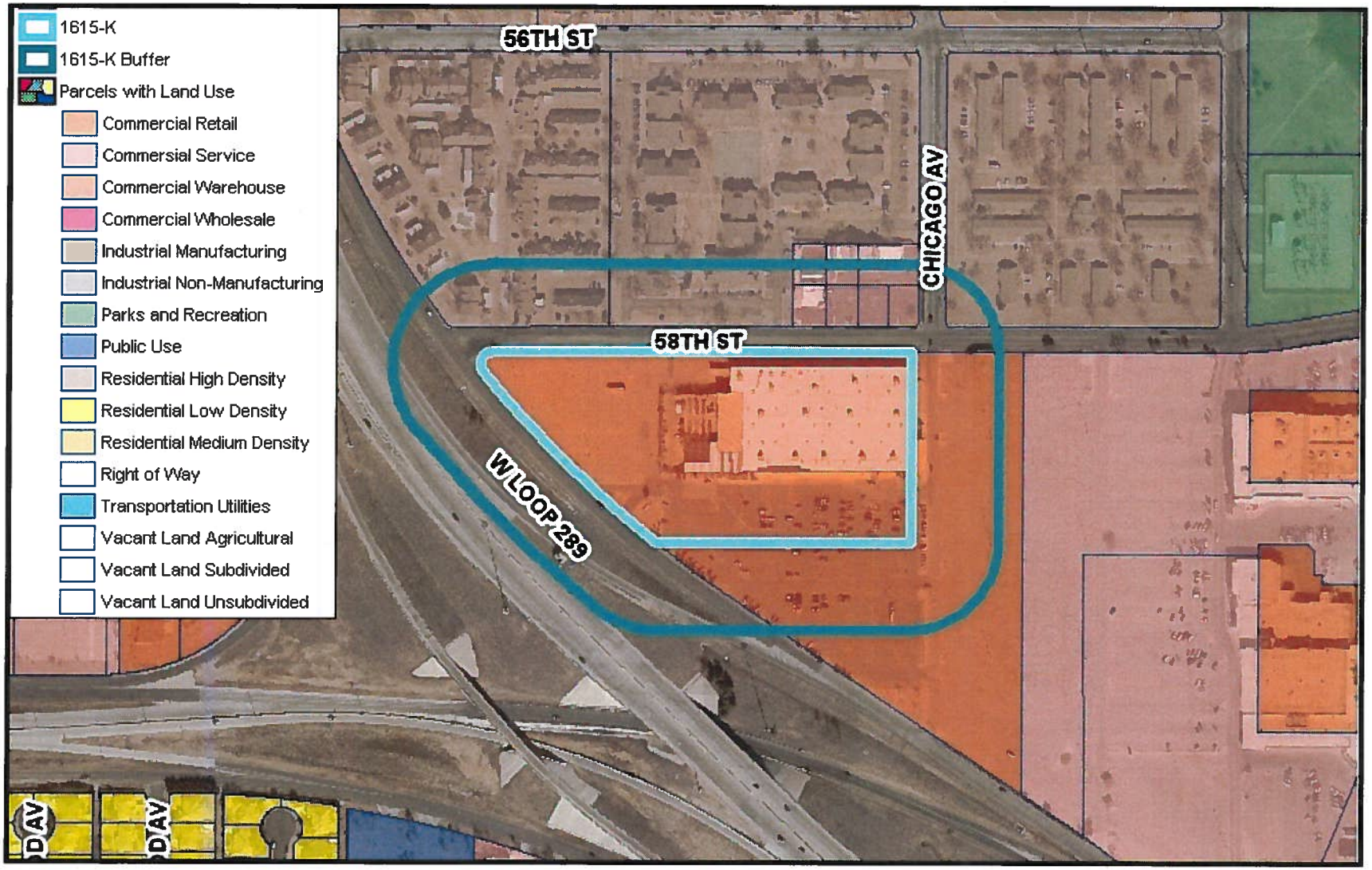
SITE ADDRESS:
5801 W LOOP 289
LUBBOCK, TX 79414-2300

SHEET TITLE
SURVEY SHEET

SHEET NUMBER
SUR-1

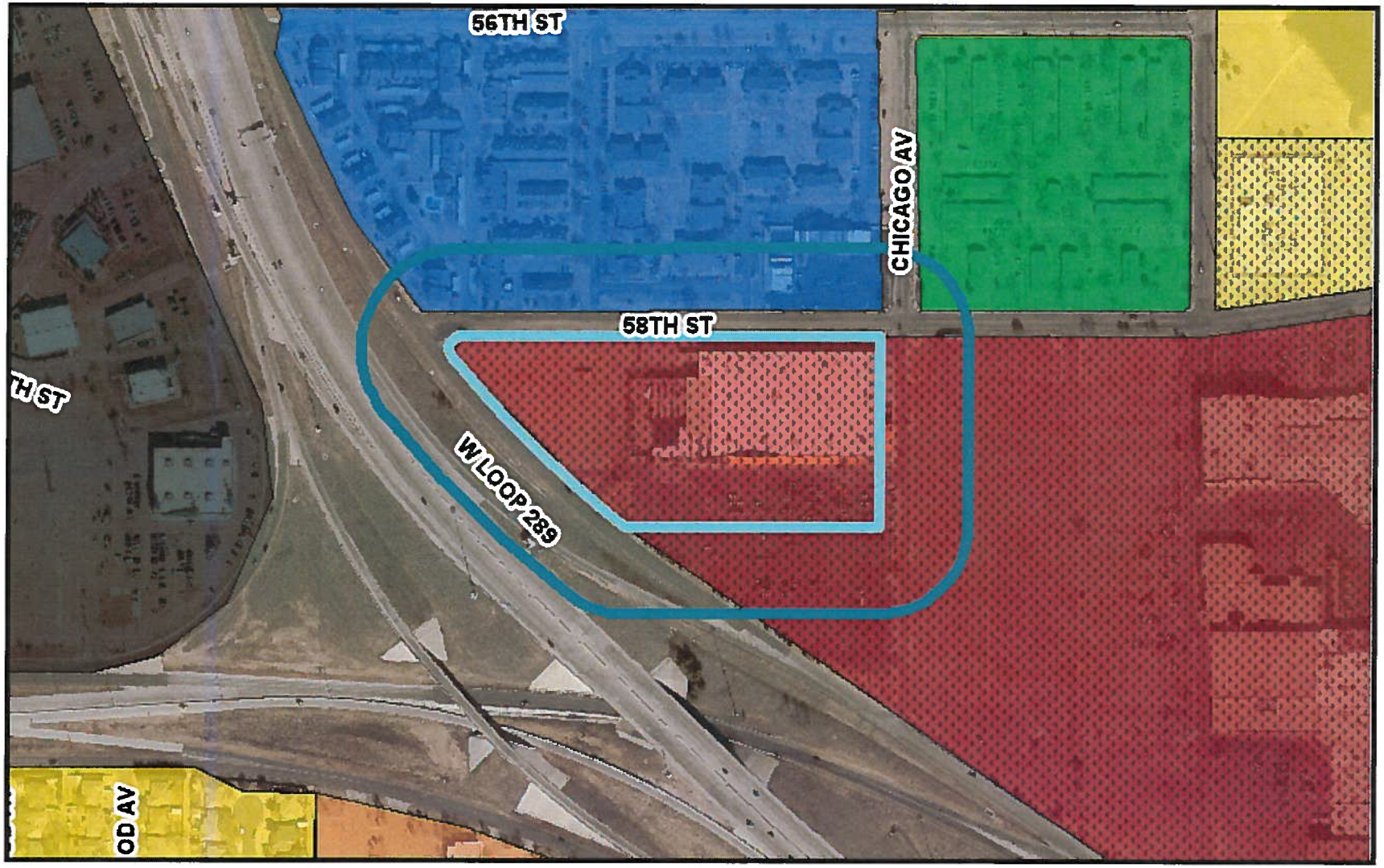


P.Z.C. Case 1615-K



P.Z.C. Case 1615-K

Request of Capital Telecom for a zoning change from C-3 Specific Use to C-3 Specific Use for a telecommunications tower, 5801 West Loop 289



P.Z.C. Case 1615-K Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) The Francis Law Firm, P.C.

112 E. Pecan St., Suite 550
Street/Post Office Box

San Antonio, Texas 78205
City State Zip

(210)222-1100
Telephone

For Capital Telecom Acquisition, LLC

1500 Mt. Kemble, Suite 203
Street/Post Office Box

Morristown, NJ 07960
City State Zip

(973) 425-0606
Telephone

Location or Address: 5801 West Loop 289

Legal Description:* See attached Survey

Existing Land Use: Commercial **Existing Zoning:** C-4 Specific Use

Acreage or Square Footage of Property: 1,788 square feet

Zoning Requested: Specific Use Permit to construct 150 foot telecommunications tower

Proposed Development: Construction and operation of a 150 foot telecommunications tower

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

The Francis Law Firm, P.C.
Applicant's Signature
By: W. Bebb Francis, III

SEPTEMBER 17, 2013
Date

Filing Fee: _____
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

Zone Case No.: _____ **Agenda No.:** _____

Request for zoning change from: _____ **To:** _____

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

Subdivision: _____ **Address:** _____

THE FRANCIS LAW FIRM

September 17, 2013

Mr. Dennis Carrizales
Planner
City of Lubbock
1625 13th St.
Lubbock, Texas 79457

VIA FEDEX

Re: Application for Specific Use Permit

Dear Dennis:

Attached are the following in connection with Capital Telecom Acquisition, LLC's Application for Specific Use Permit to construct a 150 foot telecommunications tower to be constructed at 5801 West Loop 289, Lubbock (the "Tower").

(i) Application for Specific Use Permit together with filing fees;

(ii) letter discussing the proposed Tower;

(iii) a survey of the lease tract (the "Lease Tract");

(iv) a site plan ("Site Plan") for the Lease Tract; and

(v) an elevation of the proposed Tower (as shown on the Site Plan).

Please let me know if you have any questions or require any additional information.

Thank you for your help and I look forward to meeting you at the October 3rd Planning and Zoning Commission meeting.

Yours very truly,

W. Bebb Francis, III

A PROFESSIONAL CORPORATION
(210) 222-1100 • 112 E. PECAN STREET, SUITE 550 • SAN ANTONIO, TEXAS 78205-1517 • FAX (210) 222-2468
WRITER'S DIRECT DIAL (210) 222-1112 WRITER'S E-MAIL wbfrancis@francislawfirm.com
www.francislawfirm.com

September 17, 2013

To the Honorable Planning and Zoning Commission and City Council:

The Francis Law Firm, a Professional Corporation on behalf of Capital Telecom Acquisition, LLC ("Applicant"), respectfully submits the attached Application for Specific Use Permit ("Application") to construct a 150 foot telecommunications tower pursuant to Code Section 40.02.002(h) (the "Tower").

BACKGROUND

Applicant has entered into a lease agreement with Home Depot USA, Inc. (the "Property Owner") for a 1,788 square foot lease tract (the "Lease Tract") out of Tract "C", South Plains Addition, the City of Lubbock, Texas, and being commonly known as 5801 West Loop 289, Lubbock, Texas. Applicant proposes to construct and operate the Tower within the Lease Tract. The Lease Tract is currently zoned "C-4 Specific Use"

The Property Owner has authorized Applicant to act as its agent for processing this Application. The undersigned, as counsel to Applicant, is authorized to submit this letter to the Planning and Zoning Commission and to the City Council in support of the Application.

Attached to the Application is:

(i) a survey of the Lease Tract;

(ii) a site plan ("Site Plan") for the Lease Tract; and

(iii) an elevation of the proposed Tower (as shown on the Site Plan).

NATURE OF TOWER AND FACILITIES

The Applicant submits that,

1. The proposed Tower is a 150 foot telecommunications tower which is designed to accommodate up to five (5) "telecommunications providers."

A PROFESSIONAL CORPORATION
(210) 222-1100 • 112 E. PECAN STREET, SUITE 550 • SAN ANTONIO, TEXAS 78205-1517 • FAX (210) 222-2468
WRITER'S DIRECT DIAL (210) 222-1112 WRITER'S E-MAIL wbfrancis@francislawfirm.com
www.francislawfirm.com

2. As detailed on the Site Plan, the Tower will be enclosed by a six (6) foot "board on board" fence.

EXISTING SITES

Applicant will present evidence to the Planning and Zoning Commission and City Council that there are no existing towers or structures "within the geographic area required to meet Applicant's engineering needs."

CO-LOCATION ON TOWER

As indicated on the elevation of the Tower which is a part of the Site Plan and as noted above, the proposed Tower will be constructed in order to accommodate up to five (5) telecommunications providers.

SPECIFIC USE PERMIT

Applicant respectfully requests approval of its Application for a Specific Use Permit for the construction of the proposed 150 foot telecommunications tower.

Yours very truly,

The Francis Law Firm, P.C.

By: _____
W. Bebb Francis, III
Counsel to Capital Telecom Acquisition, LLC,

Capital Telecom
Application
For
Specific Use Permit

CAPITAL
TELECOM

Site Plan

CAPITAL
TELECOM

CAPITAL TELECOM

SITE NAME: LUBBOCK HD0451, TX
STRUCTURE TYPE: MONOPOLE

DRAWING INDEX

T-1	TITLE SHEET
Z-1	OVERALL SITE PLAN
Z-2	ENLARGED SITE PLAN
Z-3	ELEVATION & FENCE DETAIL

LOCATION MAP

DEPART LUBBOCK INTERNATIONAL AIRPORT, BEAR RIGHT (EAST) ONTO (N) MARTIN LUTHER KING JR BLVD, KEEP STRAIGHT ONTO (N) MARTIN LUTHER KING JR BLVD [N M L K JR. BLVD], TURN RIGHT (WEST) ONTO FM-2641 [E REGIS ST], KEEP STRAIGHT ONTO FM-2641 [REGIS ST], TURN LEFT (SOUTH) ONTO I-27 S [S I-27], TAKE RAMP (LEFT) ONTO I-27 [US-87], AT EXIT 1A, TAKE RAMP (RIGHT) ONTO SR-289 LOOP, TAKE RAMP (RIGHT) ONTO (S) TX-289-LOOP (W) [S LOOP 289], KEEP STRAIGHT ONTO (S) TX-289-LOOP, ROAD NAME CHANGES TO TX-289-LOOP (W) [W TX-289-LOOP], ARRIVE 5801 W LOOP 289, LUBBOCK, TX 79414



PROJECT SUMMARY

SCOPE OF WORK:	PROPOSED 100'-0" MONOPOLE & PROPOSED SECTOR ANTENNAS MOUNTED ON PROPOSED STRUCTURE. EQUIPMENT CABINET WILL BE LOCATED IN PROPOSED FENCED AREA. SITE IS AN UNMANNED TELECOMMUNICATIONS FACILITY.
SITE NAME:	LUBBOCK HD0451, TX
SITE ADDRESS:	5801 W LOOP 289 LUBBOCK, TX 79414-2300
PROPERTY OWNER:	HOME DEPOT USA INC 2455 PACES FERRY RD SE ATLANTA GA 30339-1834
APPLICANT:	CAPITAL TELECOM ASSOCIATES, LLC 1200 MT. KEMBLE, SUITE 203 MORRISTOWN, NJ 07960 (973) 455-0088 - PHONE
CONTACT:	MIKE MOONEY: 973-455-0088 EXT. 111
CO-APPLICANT:	AT&T WIRELESS, LLC
PRIMARY WIRELESS PROVIDER:	AT&T
LATITUDE:	NORTH 33° 32' 32.883"
LONGITUDE:	WEST 101° 55' 57.371"
LAT/LONG TYPE:	GPS-NAD83
GROUND ELEVATION:	3,329' (NAVD 88/GEOID)
BUILDING CODE:	IBC 2009
ELECTRICAL CODE:	NEC 2008

ZONING INFO.

TOWER TYPE:	MONOPOLE
TOWER HEIGHT:	100'-0"
FLOOD ZONE:	X-AREAS OF MINIMAL FLOODING
ZONE:	COMMERCIAL RETAIL
APN #:	0140402
LOT AREA:	2,241,169 S.F. (51.4884 ACRES)
PROPOSED AREA:	30,625 S.F.

THE FOLLOWING PARTIES HEREBY APPROVE AND ACCEPT THESE DOCUMENTS AND AUTHORIZE THE CONTRACTOR TO PROCEED WITH THE CONSTRUCTION DESCRIBED HEREIN. ALL DOCUMENTS ARE SUBJECT TO REVIEW BY THE LOCAL BUILDING DEPARTMENT AND MAY IMPOSE CHANGES OR MODIFICATIONS.

A&E CONSULTANTS:
ALLPRO CONSULTING GROUP, INC.
8321 LINDEN @ JOHNSON FREEWAY, #204
DALLAS, TX 75243
OFFICE: 972-231-0800
FAX: 815-364-6371
CONTACT: JOE GEORGE P.E.

SURVEYOR:
CLARION LABORATORIES
REGISTERED PROFESSIONAL LAND SURVEYOR
[ADDRESS]
EL PASO, TX 79935
WORK: (915) 255-9402
[EMAIL]

UTILITY COMPANIES:
POWER: TBD
(TEL.) 800-366-4386
TEL CO.: AT&T
(TEL.) 800-349-7400

Texas 811 Know what's below. Call before you dig.

APPLICANT: CAPITAL TELECOM

LUBBOCK HD0451, TX
5801 W LOOP 289
LUBBOCK, TX 79414-2300

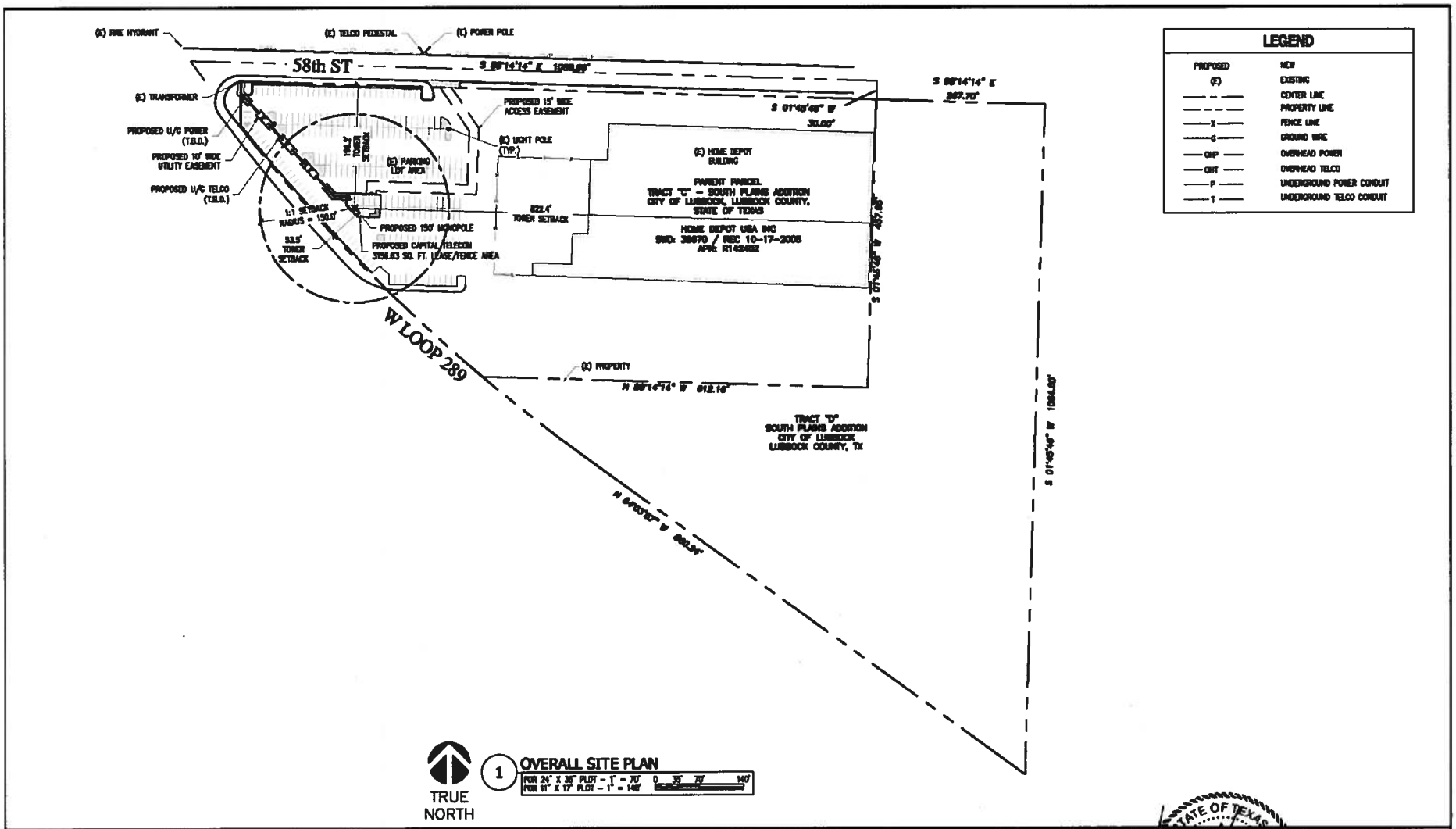
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0	08/11/13	FINAL ZD	RM	JG	JG
B	08/08/13	0:1 SETBACK RADIUS	RM	JG	JG
A	07/15/13	REVISED FOR REVIEW	RM	JG	JG

SCALE: AS SHOWN — AGS JOB #: 13-1437

STATE OF TEXAS — RAJESH SEHGAL — 88639 — LICENSED — PROFESSIONAL ENGINEER — 08/11/13

TITLE SHEET

T-1



ALLPRO CONSULTING GROUP, INC.

APPLICANT: CAPITAL TELECOM

LUBBOCK HD0451, TX

5801 W LOOP 289
LUBBOCK, TX 79414-2300

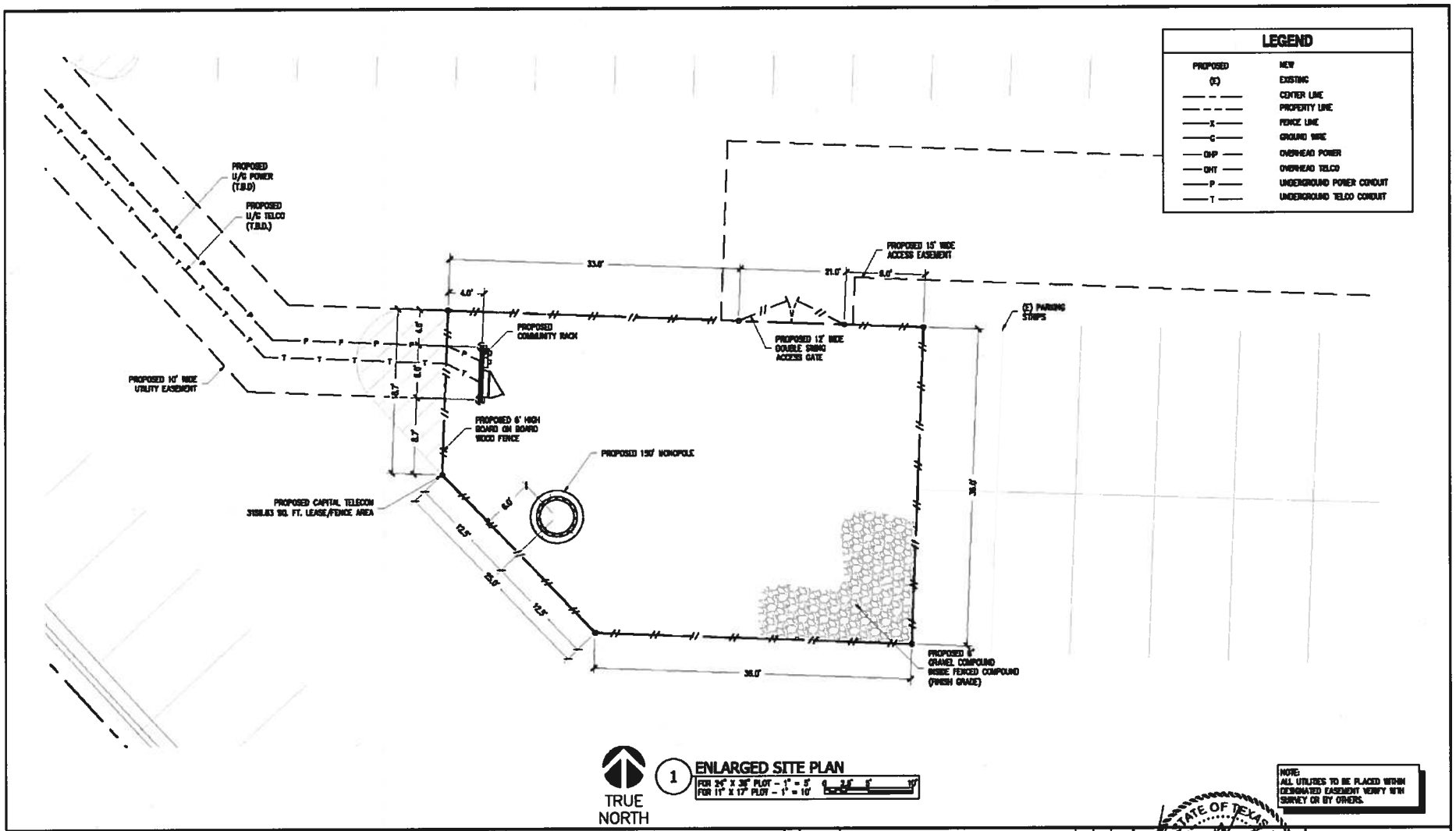
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0	08/11/13	FINAL ZD	RM	JC	JG
B	08/08/13	1:1 SETBACK RADIUS	RM	JC	JG
A	07/12/13	ISSUED FOR REVIEW	RM	JC	JG

SCALE: AS SHOWN
ADD ADD # 13-1437

STATE OF TEXAS
RAJESH SEHGAL
88639
LICENSED
PROFESSIONAL ENGINEER
08/11/13

OVERALL SITE PLAN

Z-1



TRUE NORTH

1 ENLARGED SITE PLAN

FOR 24" X 36" PLOT - 1" = 5'
FOR 11" X 17" PLOT - 1" = 10'

0 5' 10'

NOTE:
ALL UTILITIES TO BE PLACED WITHIN DESIGNATED EASEMENT VERIFY WITH SURVEY OR BY OTHERS.

ALLPRO CONSULTING GROUP, INC.

APPLICANT
CAPITAL TELECOM

LUBBOCK HD0451, TX

6801 W LOOP 289
LUBBOCK, TX 79414-2309

NO.	DATE	REVISIONS	BY	CHK	APP'D
0	08/11/13	FINAL ZD	RM	JG	JG
B	08/08/13	1:1 SETBACK RADIUS	RM	JG	JG
A	07/12/13	ISSUED FOR REVIEW	RM	JG	JG

SCALE: AS SHOWN

ACE JOB # 13-1437

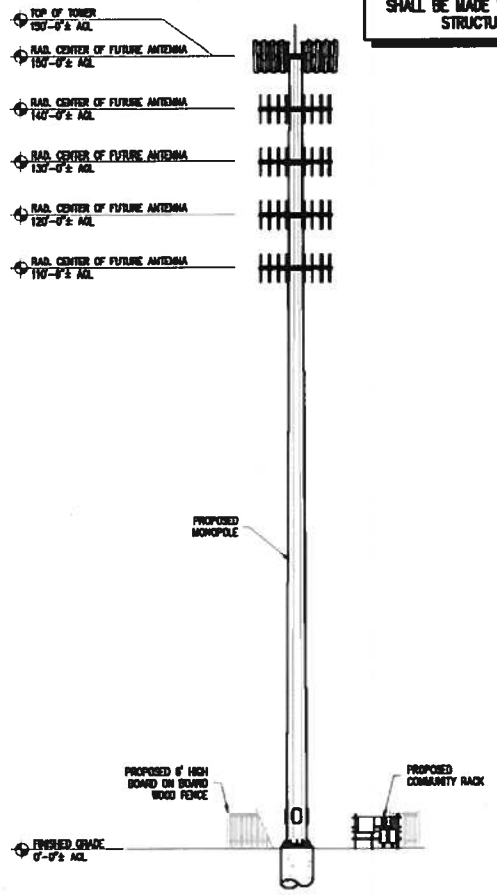
STATE OF TEXAS
RAJESH SEHGAL
88639
LICENSED
PROFESSIONAL ENGINEER
08/11/13

ENLARGED SITE PLAN

DRAWING NUMBER

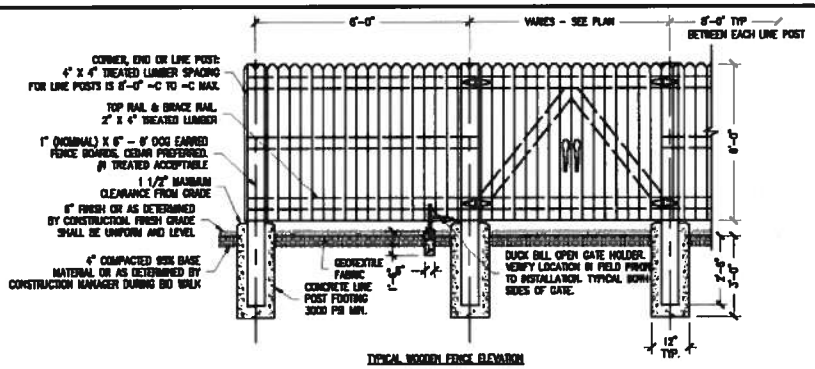
Z-2

ANALYSIS AND DESIGN OF TOWER AND FOUNDATION BY OTHERS. NO ERECTION OR MODIFICATION OF TOWER AND FOUNDATION SHALL BE MADE WITHOUT APPROVAL OF STRUCTURAL ENGINEER.

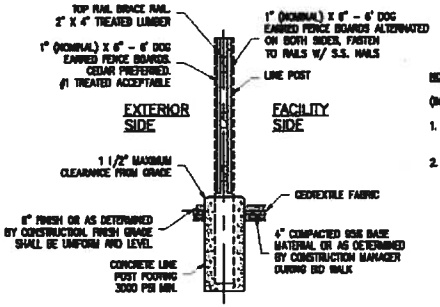


1 TOWER ELVATION

FOR 24" X 36" PLOT - 1/8" = 1'
FOR 11" X 17" PLOT - 1/16" = 1'



TYPICAL WOODEN FENCE ELEVATION



NOTES:

(INSTALL FENCING PER ASTM F-567, SWING GATES PER ASTM F- 900)

1. USE GALVANIZED (OR BETTER) NUTS, BOLTS AND WASHERS TO MOUNT ALL SIGNS (SECURED THROUGH FENCE BOARDS).
2. ALL WORK SHALL CONFORM WITH THE PROJECT SPECIFICATIONS.

2 FENCE DETAIL
N.T.S.

ALLPRO CONSULTING GROUP, INC.

APPLICANT
CAPITAL TELECOM

LUBBOCK HD0451, TX

6801 W LOOP 289
LUBBOCK, TX 79414-2300

NO.	DATE	REVISIONS	BY	CHK	APP'D
9	08/21/13	FINAL ZD	RM	JG	JG
8	08/20/13	51 SETBACK RADIUS	RM	JG	JG
A	07/12/13	ISSUED FOR REVIEW	RM	JG	JG

SCALE: AS SHOWN
ACD JOB # 13-1437

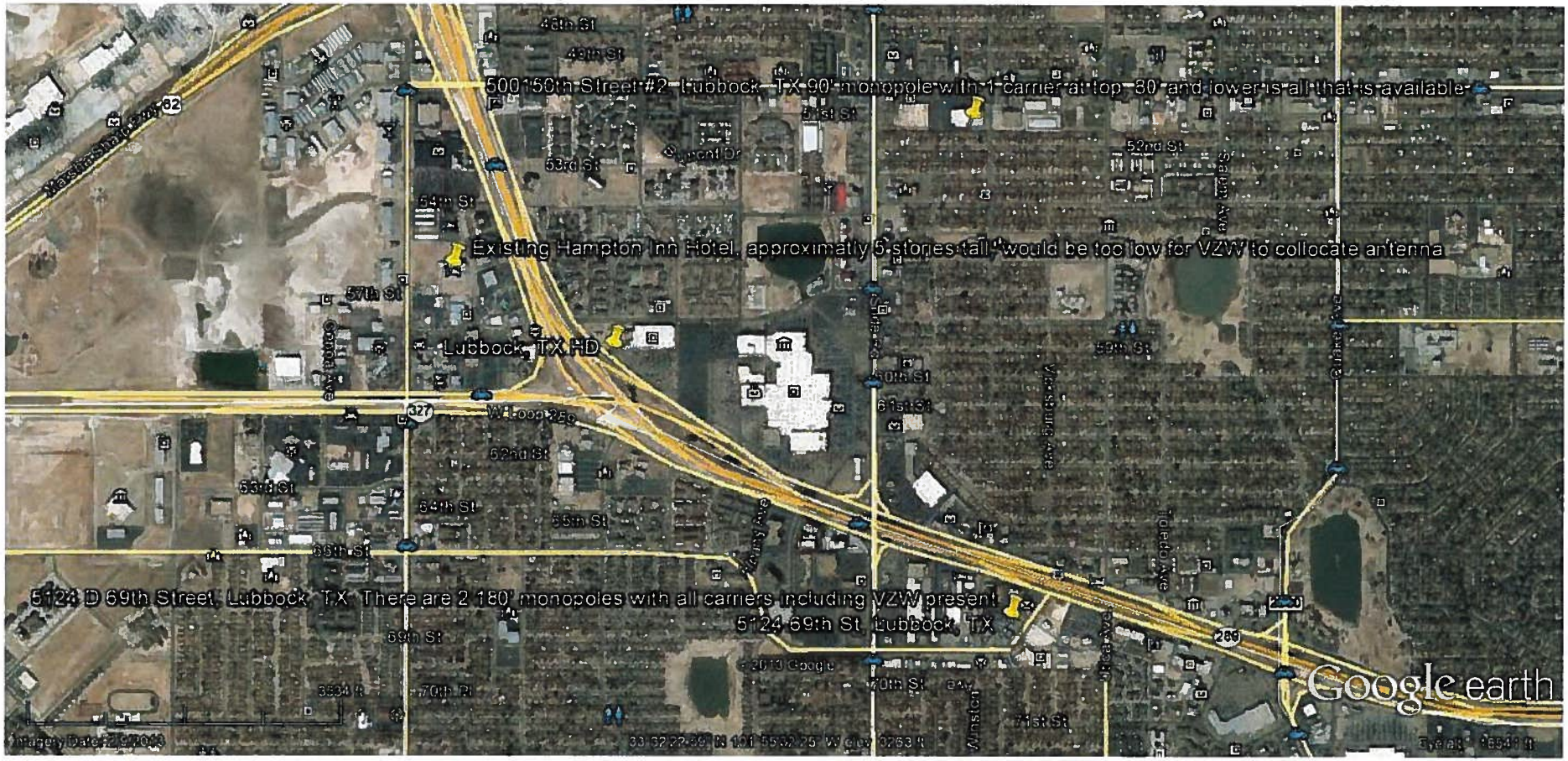
STATE OF TEXAS
RAJESH SEHGAL
88639
LICENSED
PROFESSIONAL ENGINEER
08/21/13

ELEVATION & FENCE DETAIL

DRAWING NUMBER
Z-3

Existing Towers and Structures

CAPITAL TELECOM


500 50th Street #2, Lubbock, TX 90' monopole w/ (4) carrier at top, 80' and lower is all that is available
Existing Hampton Inn Hotel, approximately 5 stories tall, would be too low for VZW to collocate antenna
Lubbock, TX HD
5124 D 69th Street, Lubbock, TX There are 2 180' monopoles with all carriers including VZW present
5124 69th St, Lubbock, TX
Google earth

Capacity Map

CAPITAL TELECOM

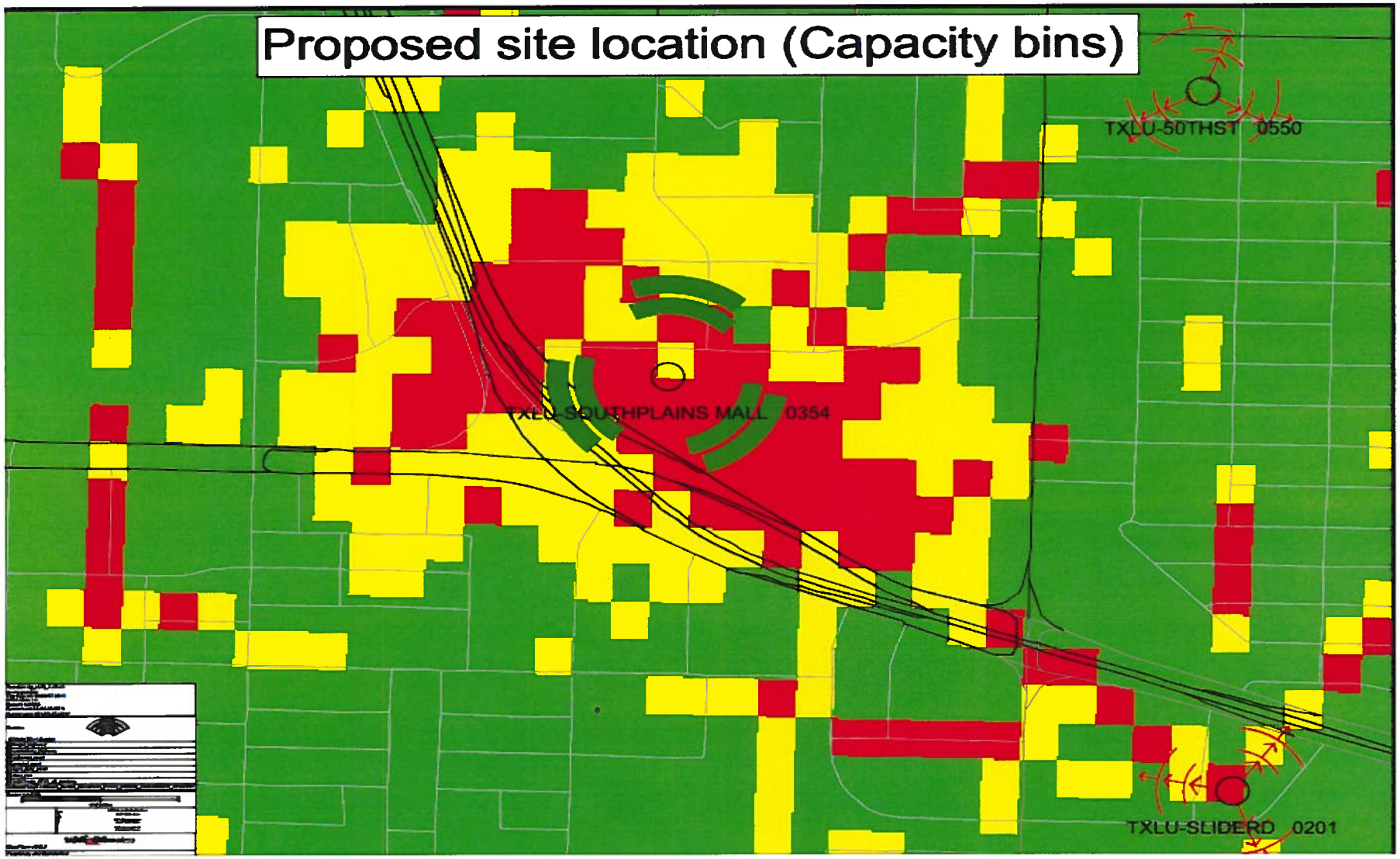
TXLU South Plains Mall

LTE Usage

Confidential and proprietary materials for authorized Verizon personnel and outside agencies only. Use, disclosure or distribution of this material is not permitted to any unauthorized persons or third parties except by written agreement.

Proposed site location with Capacity demand Map

Red = Areas of Highest Usage
Yellow = Areas of Medium Usage
Green = All other usage
This does not represent coverage



Request for Approval

CAPITAL TELECOM

Request for a Specific Use Permit

- To construct a 150 foot Telecommunications Tower

CAPITAL TELECOM

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***1615-K***

In Favor of ____

Opposed X

RECEIVED
SEP 25 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Jency Thoma

Signature: Jency Thoma

Address: 5502 58th St., Suite 200

Address of Property Owned: 5502 58th Street, Suite 200, Lubbock

Zone Case Number: **1615-K** 27742
THOMA RUSSELL & JENCY
8506 SARATOGA AVE

LUBBOCK TX 79424

(12)

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: *1615-K***

In Favor of ____

Opposed X

RECEIVED
OCT 03 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Jency Thoma

Signature: Jency Thoma

Address: 8506 Saratoga Ave, Lubbock TX

Address of Property Owned: 5502 58th Street, Suite 200 Lubbock

5 of 9

Zone Case Number: **1615-K** 27742
THOMA RUSSELL & JENCY
8506 SARATOGA AVE

LUBBOCK TX 79424

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

Meeting Date: 11/07/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Finance: Hold a Public Hearing for the City Council to receive input concerning the adoption of an ordinance to nominate X-Fab Texas, Inc (X-Fab), located at 2301 North University, Lubbock, Texas, as a State designated Enterprise Project.

Item Summary

The City received a request from X-Fab to nominate their company to the Office of the Governor Economic Development and Tourism to be considered for an Enterprise Zone Project Designation. Due to changes that are required to the incentive section of the nominating ordinance that was approved in 2007, a public hearing is required. The purpose of the public hearing is to receive input concerning the adoption of an amendment to the nominating ordinance and nominate X-Fab as a state designated enterprise project.

This item fulfills the requirement for the public hearing. The Ordinance is a separate item on the agenda that will be considered after the conclusion of the public hearing as required by law.

Below is a summary of the Enterprise Zone Project Nomination Ordinance and the incentives that are proposed to be offered in Enterprise Zones in the City of Lubbock.

General Purpose: To nominate X-Fab as an Enterprise Zone Project to the State, so X-Fab can compete for an Enterprise Zone Project designation that would give them access to state sales tax rebates. The City of Lubbock can only nominate the project. It is a competitive process, so the application will be competing with any other applications submitted to the State in the December 2, 2013 round. Only the State can designate the enterprise zone project.

Changes to the Ordinance: The eligible enterprise zones changed due to the release of the 2010 decennial census, so the eligible enterprise zones listed in the ordinance have been changed to reflect that. Block groups that were eligible in the 2000 census but are not eligible in the 2010 census were removed, and block groups in the same area that were not eligible in the 2000 census but are eligible in the 2010 census were added.
The incentive section in the ordinance was also changed to include normal City operations that are a benefit to businesses city-wide, including the Enterprise Zones. These are a benefit to companies in those areas, and can be counted as an incentive in the Enterprise Zone Project application. They are:

1. Zoning ordinances of the City may be amended to promote economic development.
2. Zoning Board of Adjustment may approve variances on a case-by-case basis.
3. Three Tax Increment Finance Reinvestment Zones have been established within the City.
4. As a part of its ongoing capital improvements program, the City replaces and upgrades its water and sewer infrastructure as required.
5. The City has an ongoing park improvement project relating to playgrounds and pavilions.
6. Annual maintenance and repair of roads citywide is provided through an ongoing capital improvements program.
7. The City has a Community Development program funded from Community Development Block Grants and the HOME program for granting low interest loans for housing rehabilitation or new construction.

8. Lubbock Economic Development Alliance (LEDA), the City's 4A economic development sales tax corporation, and Market Lubbock Economic Development Corporation (Market Lubbock), which is funded almost entirely by the City of Lubbock, provide marketing and promotion services for the City to targeted businesses.
9. LEDA, the 4A Economic Development Corporation for Lubbock, and Market Lubbock work with new and existing businesses, as part of their programs, to provide job training and job creation incentives to eligible companies on a case-by-case basis.
10. The City participates in Workforce Solutions South Plains, the local workforce development board, to provide job training, re-training, and employment services for local employers.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Public Hearing Notice
Request for Designation

City of Lubbock, Texas
PUBLIC HEARING NOTICE
November 7, 2013
6:30 P.M.
City Council Chambers

The Lubbock City Council will conduct a public hearing and consider an ordinance on Thursday, November 7, 2013 at 6:30 p.m. in the City Council Chambers at City hall, located at 1625 13th Street, Lubbock, Texas 79401, to participate in the Texas Enterprise Zone Program and to consider the nomination of X-FAB TEXAS, INC., located at 2301 N. University Avenue to the Office of the Governor Economic Development and Tourism as a Texas Enterprise Project. Possible tax incentives or other incentives to be offered to projects within the City of Lubbock will be discussed at the meeting. All interested parties are encouraged to attend and present their views. For additional information, please contact Mrs. Cheryl Brock, Executive Director of Budget at (806) 775-2019.

Public hearings are available to all persons regardless of disability. If you require special assistance, please contact the City of Lubbock at 775-2105 or write to P.O. Box 2000, Lubbock, Texas, 79457, at least 48 hours in advance of the public hearing.



X-FAB Texas, Inc.
2301 N. University Ave.
Lubbock, Texas 79415

December 2, 2013

Ms. Cheryl Brock
Executive Director of Budget
City of Lubbock
Post Office Box 2000
Lubbock, Texas 79401

Mr. Joe Morin
Manager – Business Incentives
Office of the Governor
Economic Development & Tourism
Post Office Box 12428
Austin, Texas 78711

Re: Project Description Letter for X-Fab Texas, Inc.
City of Lubbock, Texas Enterprise Project Application – Tab 11

Dear Ms. Brock and Mr. Morin:

X-Fab Texas, Inc. ("X-Fab") is a wholly-owned subsidiary of X-Fab Semiconductor Foundries AG. Headquartered in Erfurt, Germany, X-Fab Semiconductor Foundries AG employs approximately 2,400 employees worldwide and had revenue of over $255 million in 2012. With five manufacturing sites in Germany, the U.S., and Malaysia, and a marketing network and client base that spans the Americas, Europe and Asia, X-Fab is the world's leading foundry group for analog/mixed-signal semiconductor applications. X-Fab is unlike typical foundry services because of its specialized expertise in advanced analog and mixed-signal process technologies. By combining solid, specialized expertise in advanced analog and mixed-signal process technologies with excellent service and first-class technical support, X-Fab optimally manages the product development flow and supply chain for its customers' semiconductor products.

X-Fab currently owns and operates a manufacturing facility in the City of Lubbock, located at 2301 N. University Avenue – its only location in Texas. At this facility, X-Fab produces mixed signal, CMOS and BiCMOS and special BCD, SOI and MEMS long lifetime processes for automotive, industrial and medical applications.

X-Fab forecasts that between July 19, 2013 and December 2, 2018, it will make capital expenditures in excess of $14 million to upgrade and improve its Lubbock manufacturing facility. This forecast includes the purchase of quality inspection and metrology equipment, as well as upgraded production equipment that will allow X-Fab to expand the company's market presence and address different markets. Also included in the forecast is approximately $4.6 million for facilities improvements, including infrastructure improvements to generate a lower cost of ownership, as well as roofing improvements and the resurfacing of roads and parking lots. These investments will ensure that the Lubbock facility will remain competitive and be able

to provide well-paying jobs to Lubbock area residents for years to come. X-Fab has no additional transportation needs at this time.

Section 2303.406(a)(4)(D) of the Texas Government Code allows a project or activity of a qualified business to be designated as an Enterprise Project and receive job retention benefits if the business has clearly demonstrated that "the business is able to employ individuals in accordance with Section 2303.402." X-Fab qualifies for job retention benefits under this statutory provision because X-Fab is an Equal Opportunity Employer, and will use a proprietary, voluntary questionnaire to actively track its new-hires to determine "economically disadvantaged" hiring patterns. Additionally, X-Fab will geo-code its new-hires to identify employees that reside in state enterprise zones. The data collected from the questionnaires and geo-coding will be used to establish a best-practices model for hiring employees in accordance with Section 2303.402.

As of July 19, 2013, X-Fab employed 372 full-time employees at its Lubbock manufacturing facility. X-Fab expects to maintain its existing level of employment, and retain all full-time jobs for benefit under the Enterprise Zone Program. These jobs meet the definition of a "retained job" in Texas Government Code §2303.401(2) because they currently exist, provide and will continue to provide at least 1,820 hours of employment annually, and will be employment positions for the longer of the duration of the project's designation period or three years after the expiration date of the claim period for receipt of state benefit.

X-Fab qualifies under Government Code Section 2303.404 to receive an enterprise project designation because (1) it involves an expansion, renovation, or new construction; (2) it will be completed within a predetermined period of time not to exceed five years; and (3) X-Fab utilizes an accounting system that allows for tracking of income and expenses related specifically to its Lubbock facility.

X-Fab is proud to be a part of the Lubbock business community, and will continue to be an active participant, contributor and corporate citizen. X-Fab is excited about its plans to upgrade its Lubbock manufacturing facility and looks forward to working with the Texas Enterprise Zone Program and the City of Lubbock in the coming years.

Sincerely,

Ed Pascasio
CFO
X-Fab Texas, Inc.

Regular City Council Meeting **6. 2.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance - Finance: An Ordinance of the City Council of the City of Lubbock amending Ordinance No. 2007-O0116 regarding the City's participation in the Texas Enterprise Zone Program pursuant to Texas Government Code Chapter 2303, by revising the list of Enterprise Zone block groups, expanding the list of incentives, designating a liaison for communication with interested parties and nominating X-Fab Texas, Inc. to the Office of the Governor Economic Development & Tourism through the Economic Development Bank as an enterprise project.

Item Summary

The City of Lubbock received a request from X-Fab to nominate their company to the Office of the Governor Economic Development and Tourism to be considered for an Enterprise Zone Project Designation. Due to changes that are required to the incentive section of the nominating ordinance that was approved in 2007, a public hearing is required. The purpose of the public hearing is to receive input concerning the adoption of an amendment to the nominating ordinance and nominate X-Fab as a state designated enterprise project.

The public hearing was a separate item that will be considered before the ordinance as required by law.

Below is a summary of the Enterprise Zone Project Nomination Ordinance and the incentives that are proposed to be offered in Enterprise Zones in the City of Lubbock.

General Purpose: To nominate X-Fab as an Enterprise Zone Project to the State, so X-Fab can compete for an Enterprise Zone Project designation that would give them access to state sales tax rebates. The City of Lubbock can only nominate the project. It is a competitive process, so the application will be competing with any other applications submitted to the State in the December 2, 2013 round. Only the State can designate the enterprise zone project.

Changes to the Ordinance: The eligible enterprise zones changed due to the release of the 2010 decennial census, so the eligible enterprise zones listed in the ordinance have been changed to reflect that. Block groups that were eligible in the 2000 census but are not eligible in the 2010 census were removed, and block groups in the same area that were not eligible in the 2000 census but are eligible in the 2010 census were added.
The incentive section in the ordinance was also changed to include normal City operations that are a benefit to businesses city-wide, including the Enterprise Zones. These are a benefit to companies in those areas, and can be counted as an incentive in the Enterprise Zone Project application. They are:

1. Zoning ordinances of the City may be amended to promote economic development.
2. Zoning Board of Adjustment may approve variances on a case-by-case basis.
3. Three Tax Increment Finance Reinvestment Zones have been established within the City.
4. As a part of its ongoing capital improvements program, the City replaces and upgrades its water and sewer infrastructure as required.
5. The City has an ongoing park improvement project relating to playgrounds and pavilions.
6. Annual maintenance and repair of roads citywide is provided through an ongoing capital improvements program.

7. The City has a Community Development program funded from Community Development Block Grants and the HOME program for granting low interest loans for housing rehabilitation or new construction.
8. Lubbock Economic Development Alliance (LEDA), the City's 4A economic development sales tax corporation, and Market Lubbock Economic Development Corporation (Market Lubbock), which is funded almost entirely by the City of Lubbock, provide marketing and promotion services for the City to targeted businesses.
9. LEDA, the 4A Economic Development Corporation for Lubbock, and Market Lubbock work with new and existing businesses, as part of their programs, to provide job training and job creation incentives to eligible companies on a case-by-case basis.
10. The City participates in Workforce Solutions South Plains, the local workforce development board, to provide job training, re-training, and employment services for local employers.

Fiscal Impact

--

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Enterprise Zone Project Ordinance

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 2007-00116 REGARDING THE CITY'S PARTICIPATION IN THE TEXAS ENTERPRISE ZONE PROGRAM PURSUANT TO TEXAS GOVERNMENT CODE CHAPTER 2303, BY REVISING THE LIST OF ENTERPRISE ZONE BLOCK GROUPS, EXPANDING THE LIST OF TAX INCENTIVES, DESIGNATING A LIAISON FOR COMMUNICATION WITH INTERESTED PARTIES AND NOMINATING X-FAB TEXAS, INC. TO THE OFFICE OF THE GOVERNOR ECONOMIC DEVELOPMENT & TOURISM THROUGH THE ECONOMIC DEVELOPMENT BANK AS AN ENTERPRISE PROJECT.

WHEREAS, the City Council of the City of Lubbock, Texas (City) desires to create the proper economic and social environment to induce the investment of private resources in productive business enterprises located in severely distressed areas of the City and to provide employment to residents of such area; and

WHEREAS, the City Council of the City of Lubbock desires to amend Ordinance 2007-O0116, the ordinance approving the City's participation in the Texas Enterprise Zone Program, by updating the enterprise zone block groups to the most current census and by expanding the list of tax incentives; and

WHEREAS, the City is in compliance with Chapter 2303 of the Texas Government Code (Act), and pursuant to Subchapter F of the Act, X-FAB TEXAS, INC has applied to the City for designation as a single Enterprise Project (Project); and

WHEREAS, the project or activity is located in an area designated as an enterprise zone; and

WHEREAS, the City finds that X-FAB TEXAS, INC. meets the criteria for tax relief and other incentives adopted by the City on the grounds that it will be located at the qualified business site, will create a higher level of employment, economic activity and stability; and

WHEREAS, the City finds that a notice that a public hearing would be held prior to the amendment of the ordinance regarding the City's participation in the Texas Enterprise Zone Program and stating the date, time and location of the hearing; the provisions for any tax or other incentives applicable to the enterprise zone program; the name of the qualified business whose project is being nominated for enterprise project designation; and the location of the qualified business site; was published not later than the seventh calendar day before the

date of the hearing and a copy of the notice was sent to the Office of the Governor; and

WHEREAS, a public hearing to consider this ordinance was held by the City Council on November 7, 2013; **NOW THEREFORE,**

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

THAT, Ordinance No. 2007-O0116 is amended to read as follows:

"SECTION 1: THAT the facts and recitations contained in the preamble of this ordinance are hereby found and declared to be true and correct.

SECTION 2: THAT the City nominates X-Fab Texas, Inc. for enterprise project status (single).

SECTION 3: THAT the following local incentives, at the election of the governing body, are or will be made available:

a) Jurisdiction-Wide:

i. The City may abate taxes on Industrial projects on the increase in value of real property improvements and eligible personal property jurisdiction-wide. The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees, in accordance with the City of Lubbock Industrial Tax Abatement Policy, and with qualified employee being defined by the Act.

ii. Freeport goods, as described in Art. 8, Sec. 1-j(a) of the Texas Constitution and Section 11.25 of the Texas Tax Code, are tax exempt pursuant to City of Lubbock Resolution No. 6142, passed December 16, 1998.

iii. Zoning ordinances of the City may be amended in such a manner as to promote economic development.

iv. The Zoning Board of Adjustment may grant a variance or a special exception for a particular property on a case-by-case basis.

v. Three Tax Increment Finance Reinvestment Zones have been established within the City.

vi. As a part of its ongoing capital improvements program, the City replaces and upgrades its water and sewer infrastructure as required.

vii. The City has an ongoing park improvement project relating to playgrounds and pavilions.

viii. Annual maintenance and repair of roads citywide is provided through an ongoing capital improvements program.

ix. The City has a Community Development program funded from Community Development Block Grants and the HOME program for granting low interest loans for housing rehabilitation or new construction.

x. Lubbock Economic Development Alliance (LEDA), the City's 4A economic development sales tax corporation, and Market Lubbock Economic Development Corporation (Market Lubbock), which is funded almost entirely by the City of Lubbock, provide marketing and promotion services for the City to targeted businesses.

xi. LEDA, the 4A Economic Development Corporation for Lubbock, and Market Lubbock work with new and existing businesses, as part of their programs, to provide job training and job creation incentives to eligible companies on a case-by-case basis.

xii. The City participates in Workforce Solutions South Plains, the local workforce development board, to provide job training, re-training, and employment services for local employers.

b) In the Enterprise Zones:

i. The City may abate taxes on Commercial projects on the increase in value of real property improvements and eligible personal property that locate in one of the following designated enterprise zone block groups:

EZ Block Groups:
Census Tract 2.01 Block Group 1 and 2
Census Tract 2.02 Block Group 1
Census Tract 3.01 Block Groups 1, 2 and 3
Census Tract 3.02 Block Groups 1, 2, 4, and 5
Census Tract 6.07 Block Groups 1 and 2
Census Tract 9.00 Block Groups 1 and 4
Census Tract 10.00 Block Groups 1, 2, and 3
Census Tract 12.00 Block Group 2 and 3
Census Tract 13.00 Block Groups 1, 2, and 3

Census Tract 14.00 Block Groups 1, 2, 3, 4, and 5
Census Tract 23.00 Block Groups 1 and 2
Census Tract 24.00 Block Groups 1, 3, 4, and 5

The level of abatement shall be based upon the extent to which the business receiving the abatement creates jobs for qualified employees and the amount of investment in real property improvements, in accordance with the City of Lubbock Commercial Tax Abatement Policy, and with qualified employees being defined by the Act.

ii. The City may make a refund of building permit fees for businesses located in designated enterprise zones as shown in (b)i. above, in accordance with the City of Lubbock Building Permit Fee Refund Policy.

iii. The City may under appropriate circumstances sell real property owned by the municipality and located in the enterprise zone in accordance with Texas Local Government Code Section 2303.513.

SECTION 4: THAT the following enterprise zone areas within the City are reinvestment zones in accordance with the Texas Tax Code, Chapter 312:

EZ Block Groups:
Census Tract 2.01 Block Group 1 and 2
Census Tract 2.02 Block Group 1
Census Tract 3.01 Block Groups 1, 2 and 3
Census Tract 3.02 Block Groups 1, 2, 4, and 5
Census Tract 6.07 Block Groups 1 and 2
Census Tract 9.00 Block Groups 1 and 4
Census Tract 10.00 Block Groups 1, 2, and 3
Census Tract 12.00 Block Group 2 and 3
Census Tract 13.00 Block Groups 1, 2, and 3
Census Tract 14.00 Block Groups 1, 2, 3, 4, and 5
Census Tract 23.00 Block Groups 1 and 2
Census Tract 24.00 Block Groups 1, 3, 4, and 5

SECTION 5: THAT the City of Lubbock City Council directs and designates its Executive Director of Budget as the City's liaison to communicate and negotiate with the EDT through the Bank and enterprise project(s) and to oversee zone activities and communications with qualified businesses and other entities in an enterprise zone or affected by an enterprise project.

SECTION 6: THAT the City finds that X-Fab Texas, Inc. meets the criteria for designation as an enterprise project under Chapter 2303, Subchapter F of the Act on the following grounds:

(a.) X-Fab Texas, Inc. is a "qualified business" under Section 2303.402 of the Act since it will be engaged in the active conduct of a trade

or business at a qualified business site located in an enterprise zone in the governing body's jurisdiction and at least twenty-five percent (25%) of the business' new employees will be residents of an Enterprise Zone or economically disadvantaged individuals; and

(b.) There has been and will continue to be a high level of cooperation between public, private, and neighborhood entities in the area; and

(c.) The designation of X-Fab Texas, Inc. as an enterprise project will contribute significantly to the achievement of the plans of the City for development and revitalization of the area.

SECTION 7: THAT the enterprise project shall take effect on the date of designation of the enterprise project by EDT and terminate five (5) years after the date of designation.

SECTION 8: THAT if any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance."

PASSED by the City Council on first reading on _____, 2013.
PASSED by the City Council on second reading on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:

Linda L Chamales
Linda L. Chamales, Economic Development Attorney

lc: cityatt/Linda/Ordinances/ Enterprise Zone Activation Amendment.doc October 30, 2013

Regular City Council Meeting **6. 3.**

Meeting Date: 11/07/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution giving Notice of Intent to enter into a tax abatement agreement with Luma Properties I.

Item Summary

The City received an application for commercial tax abatement from Luma Properties I, who plans to renovate a building at 1625 University in Enterprise Zone, Census Tract 6.07, Block Group 2, designated in Ordinance No. 2007-O0116 on November 20, 2007.

The project consists of renovating a building and locating a commercial tenant.

The project meets the Commercial Tax Abatement Policy and Guidelines minimum investment of $100,000 in real property improvements. Total investment in the project will be $109,571 for real property improvements.

In order to contract with a company for tax abatement, the municipality must first deliver a notice of intent to enter into a tax abatement agreement to the other taxing jurisdictions. This action fulfills that requirement.

Staff is recommending a five-year declining scale tax abatement.

Fiscal Impact

The estimated total amount of the City tax abatement will be $1,658 over the term of the abatement.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution and Notice of Intent

RESOLUTION

WHEREAS, the City Council has determined to give notice of its intent to enter into a Tax Abatement Agreement with Luma Properties I; and

WHEREAS, V.T.C.A. Tax Code Section 312.2041 requires notice of intent of the City Council to be given to the presiding officer of the governing body of each taxing unit in which the property to be subject to the Tax Abatement Agreement is located; NOW

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

THAT the City Secretary give notice as set forth in Exhibit "A" of the intention of the City Council to enter into a Tax Abatement Agreement with Luma Properties I, said notice to be given to the presiding officers of each governing body of each taxing unit having jurisdiction in assessing taxes on the property at 1625 University, which is further described as Lots 24 and 25, less the North 0.6 feet thereof, Block 2, Hankins Addition to the City of Lubbock, Lubbock County, Texas.

Passed by the City Council on _____, 2013.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales
Economic Development Attorney

EXHIBIT "A"

NOTICE OF INTENT OF THE CITY COUNCIL OF THE CITY OF LUBBOCK TO ENTER INTO AN AGREEMENT TO ABATE TAXES ON REAL PROPERTY IMPROVEMENTS LOCATED AT 1625 UNIVERSITY WHICH IS FURTHER DESCRIBED AS LOTS 24 AND 25, LESS THE NORTH 0.6 FEET THEREOF, BLOCK 2, HANKINS ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

Notice is hereby given that the City Council of the City of Lubbock intends to enter into an Agreement with Luma Properties I to abate taxes on improvements to real property located within Enterprise Zone, Census Tract 6.07, Block Group 2, designated by the City for Commercial and Industrial tax abatement in Ordinance No. 2007-O0116 covering all of the subject property.

Notice is further given that the City Council of the City of Lubbock will consider authorizing the Mayor of the City to execute a contract between the City and Luma Properties I for tax abatement, a draft copy of said Agreement is attached to this notice as Exhibit "A-1" and made a part hereof for all purposes.

Notice is further given that the City Council will consider this matter at its meeting held in the City Council Chamber, City Hall, 1625 13th Street, City of Lubbock, on the 21st day of November, 2013, at approximately 6:15 o'clock p.m.

EXHIBIT A-1

AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement is between the City of Lubbock, Texas, a home rule municipality of the State of Texas (hereinafter called "City"), and Luma Properties I (hereinafter called "Company");

WITNESSETH:

WHEREAS, City received an application for tax abatement, attached as Exhibit "A," from Company on the 18th day of April 2013, for improvements to real property located at 1625 University, which is further described as Lots 24 and 25 less the north 0.6 feet thereof, Block 2, Hankins Addition to the City of Lubbock, Lubbock County, Texas; and

WHEREAS, upon review of the above application it was determined that the facility and real property is located in Enterprise Zone, Census Tract 6.07, Block Group 2, designated by the City for commercial and industrial tax abatement in Ordinance No. 2007-O0116 covering the above described property; and

WHEREAS, the Guidelines and Criteria Governing Tax Abatement For Commercial Projects in Designated Enterprise Zones in the City of Lubbock were adopted November 7, 2013 by Resolution No. 2013-R0___ of the City Council of the City of Lubbock. A copy of the Guidelines and Criteria Governing Tax Abatement for Commercial Projects in Designated Enterprise Zones in the City of Lubbock is attached as Exhibit "B" and incorporated herein as if fully set forth; and

WHEREAS, the City complied with all the requirements set forth in V.T.C.A., Tax Code, Section 312.201; and

WHEREAS, the City complied with all the criteria and guidelines as set forth in the Guidelines and Criteria Governing Tax Abatement for Commercial Projects in Designated Enterprise Zones in the City of Lubbock; and

WHEREAS, the property described above is located in Enterprise Zone Census Tract 6.07, Block Group 2 and V.A.T.C., Tax Code, Sec. 312.2011 provides that designation as an enterprise zone constitutes designation as a reinvestment zone without further action; and

WHEREAS, Company's application is for the modernization/renovation of an existing facility; and

WHEREAS, V.T.C.A. Tax Code Sec. 312.002 and Section IV of the Guidelines and Criteria governing Tax Abatement for Commercial Projects in Designated Enterprise Zones in the City of Lubbock recognize modernization/renovation of an existing facility as being eligible for tax abatement status; and

WHEREAS, the City Council hereby finds that all of the Guidelines and Criteria Governing Commercial Tax Abatement, as adopted by Resolution No. 2013-RO___ have been met by Company; and

WHEREAS, the location of the facility and surrounding real property, which are to be the subject matter of this Agreement, are attached hereto as Exhibit "C" and made a part of this Agreement for all purposes; and

NOW THEREFORE, for and in consideration of the premises and of the mutual terms, covenants and conditions herein contained the City and Company do hereby agree as follows:

SECTION 1. Term. This Agreement shall commence January 1 of the tax year after the required improvements are at least 90 percent completed and shall expire five (5) years after said date.

SECTION 2. Base Year. The base year applicable to real property, which is the subject of this Agreement, shall be 2013, and the assessed value of the real property shall be the assessed value applicable to such property for said year.

SECTION 3. Base Year Taxes. The taxes upon the real property shall be paid in accordance with the assessed value of such property for the base year. Taxes on the base year value upon the real property are thus not abated.

SECTION 4. Abatement of Increase in Base Year Tax. In accordance with V.T.C.A., Tax Code, Section 312.204, real property taxes applicable to the real property subject to this Agreement shall be abated only to the extent said value for any given year within the term of this Agreement exceeds the base year value set forth above.

SECTION 5. Property Ineligible for Tax Abatement. The property described and set forth in Section IV(5) of the Guidelines and Criteria Governing Tax Abatement for Commercial Projects in Designated Enterprise Zones in the City of Lubbock is incorporated by reference herein as if fully set out in this Agreement and fully describes the property ineligible for tax abatement.

SECTION 6. Exemption from Tax. The City covenants and agrees to exempt from taxation, in accordance with Section 4 above, the following properties:

(a) All proposed new improvements to be placed upon the property at 1625 Broadway, which is further described as Lots 24 and 25, less the North 0.6 feet thereof, Block 2, Hankins Addition, City of Lubbock, Lubbock County, Texas.

SECTION 7. Economic Qualifications. Company agrees to expend funds necessary to qualify for tax abatement by modernizing and renovating an existing facility, as set forth in Section IV(9)(a) of the Guidelines and Criteria Governing Tax Abatement for Commercial Projects in Designated Enterprise Zones in the City of Lubbock (Exhibit "B") on the property described above and in Exhibit "A". A description of the kind, number and location of all proposed improvements is attached in Company's application, Exhibit "A" and incorporated herein as if fully set forth.

SECTION 8. Value of Improvements. In accordance with V.T.C.A., Tax Code, Section 312.204(a), which requires the Company of the property to make specific improvements or repairs to the property in order to be eligible for tax abatement, Company will expend one hundred and nine thousand dollars ($109,000) for the modernization/renovation of an existing facility.

Company agrees that if the initial tax appraisal on this property does not reflect a value equal to, or exceeding two hundred thirty two thousand thirty-eight dollars ($232,038) for the real property improvements, Company will provide invoices and proof of payment for the investment in the modernization/renovation of the existing facility.

SECTION 9. City Access to Property. Company covenants and agrees that City shall have access to the property, which is the subject matter of this Agreement, upon reasonable notice and during normal business hours, and that municipal employees or their agents shall be able to inspect the property to insure compliance with the terms and conditions of Company's application for tax abatement, attached as Exhibit "A", and this Agreement.

SECTION 10. Portion of Tax Abated. City agrees, during the term of this Agreement, to abate taxes on eligible property according to the following schedule.

Year 1:	100%
Year 2:	80%
Year 3:	60%
Year 4:	40%
Year 5:	20%

SECTION 11. Type of Improvements. Company proposes to modernize/renovate existing facility as described in Exhibit "A". Company further states that the proposed improvements to the property above mentioned will commence on May 1, 2013 and shall be completed by July 1, 2013. Company may request an extension of the above date from City in the event circumstances beyond the control of Company necessitate additional time for completion of such improvements and such consent shall not unreasonably be withheld. Company shall provide a copy of the certificate of occupancy or other proof of completion within ten days of completion of improvements.

SECTION 12. Limitation on Use. Company agrees to limit the use of the property set forth above and in Exhibit "A" to commercial uses as those terms are defined in the zoning ordinances of the City of Lubbock and to limit the uses of the property to uses consistent with the general purpose of encouraging development of the enterprise zone during the term of this agreement.

SECTION 13. Recapture. Company agrees to be bound by and comply with all the terms and provisions for recapture of abated taxes in the event of default by Company pursuant to law and as set forth in Guidelines and Criteria for Tax Abatement adopted by Resolution No. 2013-RO___ of the City Council of the City of Lubbock.

SECTION 14. Certification. Company agrees to certify annually in writing to the governing body of each taxing unit that Company is in compliance with the terms of the Agreement.

SECTION 15. Transfer of Property. Company acknowledges that the purpose of tax abatement is to increase the City of Lubbock tax base, and Company therefore agrees that if the property described above and in Exhibit "A" is sold or transferred during the term of the tax abatement agreement to any entity that is not required to pay property taxes for this property, Company agrees to reimburse the taxing jurisdictions for any tax abatement that was received on the property during the term of the agreement and to make a payment in lieu of taxes

in an amount equal to the taxes that would have been due to the jurisdictions for each year remaining in this Agreement.

SECTION 16. Compliance. The City may cancel or modify this Agreement if Company fails to comply with the Agreement.

SECTION 17. Notices. Notices required to be given by this Agreement shall be mailed, certified mail return receipt requested, to the following addresses:

CITY OF LUBBOCK
City Manager
P.O. Box 2000
Lubbock, Texas 79457
Phone: 806-775-2016

LUMA PROPERTIES I
Tim Khater, General Partner
5109 80th Street
Lubbock, Texas 79424
Phone: 806-441-5575

SECTION 18. Effective Date. Notwithstanding anything contained herein to the contrary, this Agreement shall not be effective until such time as it has been finally passed and approved by the City Council of the City of Lubbock.

EXECUTED on_____, 2013.

LUMA PROPERTIES I

_____
Tim Khater
General Partner

ATTEST:

_____

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT

_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales
Economic Development Attorney

Lc: cityatt/Linda/ Tax Abatement Agmt – Luma Properties
October 21, 2013

Regular City Council Meeting **6. 4.**

Meeting Date: 11/07/2013

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2013-O0104 for Zone Case 3212, a request of Dellas Lee for a zoning change from T to C-4 limited to a greenhouse and C-2A uses on 6 acres of unplatted land out of Block AK, Section 20, 6017, 6019, 6021, 6023, 6025, and 6051 114th Street.

Item Summary

On October 24, 2013, the City Council approved the first reading of the ordinance.

General comments:
The proposed zoning change is from R-1 single family, to C-4 Limited to a greenhouse and garden center.
If approved, staff is recommending a "fall back" zoning for a short list of C-2A uses, similar to the property across the street. This short list includes:
a) Restaurants with no drive thru (no window service fast food)
b) Profession and medical offices
c) Health or athletic club
d) Church
e) Daycare

Adjacent land uses:
North: Vacant Commercial zoned limited C-2A
East: Existing residential
West: Vacant zoned T and a church zoned A-2
South: Existing residential

Comprehensive Land Use Plan (CLUP):
The area is intended for residential use on the CLUP, therefore the request does constitute a minor change to the CLUP.

Zoning Policy:
The request is limited to one single use out of the C-4 zoning district. This one use should have a limited impact on the adjacent residential area when built to the development standards in the C-4 zoning district. Staff is recommending a fall back list of uses as a part of the decision for approval. This keeps the property from being tied to one use only, and matches the existing commercial zoning across 114th Street.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system. The property will be required to meet the guidelines for traffic management in regards to curb cut spacing.

Recommendations:
The Planning and Zoning (P&Z) Commission recommended approval of the request with a vote of 5-0 at the October 8, 2013 meeting with the following conditions:

1. That the C-2A uses shall be limited to the following:
a. (10) Churches.
b. (15) Day nurseries.
c. (25) Health or athletic club, with not over three thousand (3,000) square feet of total floor area.
d. (30) Offices (Professional or medical only).
e. (37) Restaurants - When designed for service and consumption of food inside the building except outside dining areas/patios shall be permitted as defined in section 29-3(97.1.2) [40.01.003(138).
f. (38) Restaurants with sales of mixed alcoholic beverages as an incidental use. Outside dining areas/patios shall be permitted as defined in Section 29-3(97.1.1) [40.01.003(137)] and Section 29-3(97.1.2) [40.01.003(138)].

2. A seven (7) foot chain link fence lined with pine trees shall be allowed and permanently maintained in lieu of a typical screening fence.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3212

Zone Case 3212

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3212;** A ZONING CHANGE FROM **T** TO **C-4** ZONING DISTRICT LIMITED TO **A GREENHOUSE AND C-2A USES**, ON **6 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3212

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **C-4** zoning district **limited to a greenhouse and C-2A uses** on **6 acres of unplatted land out of Block AK, Section 20,** City of Lubbock, Lubbock County, Texas, located at **6017, 6019, 6021, 6023, 6025, and 6051 114th Street,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the C-2A uses shall be limited to the following:**

   a. **(10) Churches.**

   b. **(15) Day nurseries.**

   c. **(25) Health or athletic club, with not over three thousand (3,000) square feet of total floor area.**

   d. **(30) Offices (Professional or medical only).**

   e. **(37) Restaurants - When designed for service and consumption of food inside the building except outside dining areas/patios shall be permitted as defined in section 29-3(97.1.2) [40.01.003(138).**

   f. **(38) Restaurants with sales of mixed alcoholic beverages as an incidental use. Outside dining areas/patios shall be permitted as defined in Section 29-3(97.1.1) [40.01.003(137)] and Section 29-3(97.1.2) [40.01.003(138)].**

2. **THAT a seven (7) foot chain link fence lined with pine trees shall be allowed and permanently maintained in lieu of a typical screening fence.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3212
October 8,2 013

The subject property consists of six 1-acre tracts of land, as follows:

(1) The east 1.0 acre tract of land out of a 2.0 acre tract of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, which 2.0 acre tract of land is more particularly described as follows:

BEGINNING at a railroad spike found in the centerline of a paved County Road, the Northwest corner of an adjacent 5.00 acre tract and the Northeast and beginning corner of this tract, whence the Northeast corner of said Section 20 bears East a distance of 2376.00 feet;

THENCE South at a distance of 50.00 feet pass a found 3/8" iron rod, continuing for a total distance of 330.00 feet to a found 3/8" iron rod at the Southwest corner of said adjacent 5.00 acre tract for the Southeast corner of this tract;

THENCE West at a distance of 264.00 feet to a 3/8" iron rod set for the Southwest corner of this tract;

THENCE North at a distance of 280.0 feet pass a 3/8" iron rod set at the South line of said County Road, continuing for a total distance of 330.00 feet to a railroad spike set in the centerline of said paved County Road for the Northwest corner of this tract;

THENCE East at a distance of 264.00 feet along the centerline of said County Road to the **PLACE OF BEGINNING;**

(2) A 1.0 acre tract of land out of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a bridge spike, set in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 2244.0 feet;

THENCE South, at 50.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a ½" iron rod, set for the Southeast corner of this tract;

THENCE West, 132.0 feet to a 3/8" iron rod, found for the Southwest corner of this tract;

THENCE North, at 280.0 feet pass a 3/8" iron rod, found in the South line of 114th Street, continuing for a total distance of 330.0 to a railroad spike, found in the North line of Section 20, for the Northwest corner of this tract;

THENCE East, along the North line of Section 20, and along 114th Street, 132.0 feet to the **POINT OF BEGINNING;**

(3) A 1.0 acre tract of land out of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a bridge spike, set in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 2112.0 feet;

THENCE South, at 50.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a ½" iron rod, set for the Southeast corner of this tract;

THENCE West, 132.0 feet to a ½" iron rod found for the Southwest corner of this tract;

THENCE North, at 280.0 feet pass a ½" iron rod, found in the South line of 114th Street, continuing for a total distance of 330.0 to a railroad spike, found in the North line of Section 20, for the Northwest corner of this tract;

THENCE East, along the North line of Section 20, and along 114th Street, 132.0 feet to the **POINT OF BEGINNING.**

(4) A 1.0 acre tract of land out of the Northeast ¼ of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a bridge spike, set in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 1980.0 feet;

THENCE South, at 50.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a ½" iron rod, set for the Southeast corner of this tract;

THENCE West, 132.0 feet to a ½" iron rod, set for the Southwest corner of this tract;

THENCE North, at 280.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a bridge spike, set in the North line of Section 20, for the Northwest corner of this tract;

THENCE East, along the North line of Section 20, and along 114th Street, 132 feet to the **POINT OF BEGINNING**

(5)

Ā 1.0 acre tract of land out of the Northeast ¼ of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a bridge spike, set in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 1848.0 feet;

THENCE South at 50.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a ½" iron rod, set for the Southeast corner of this tract;

THENCE West, 132.0 feet to a ½" iron rod, set for the Southwest corner of this tract;

THENCE North, at 280.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a railroad spike, set in the North line of Section 20, for the Northwest corner of this tract;

THENCE East, along the North line of Section 20, and along 114th Street, 132.0 feet to the **POINT OF BEGINNING.**

(6)

A 1.0 acre tract of land out of the Northeast ¼ of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

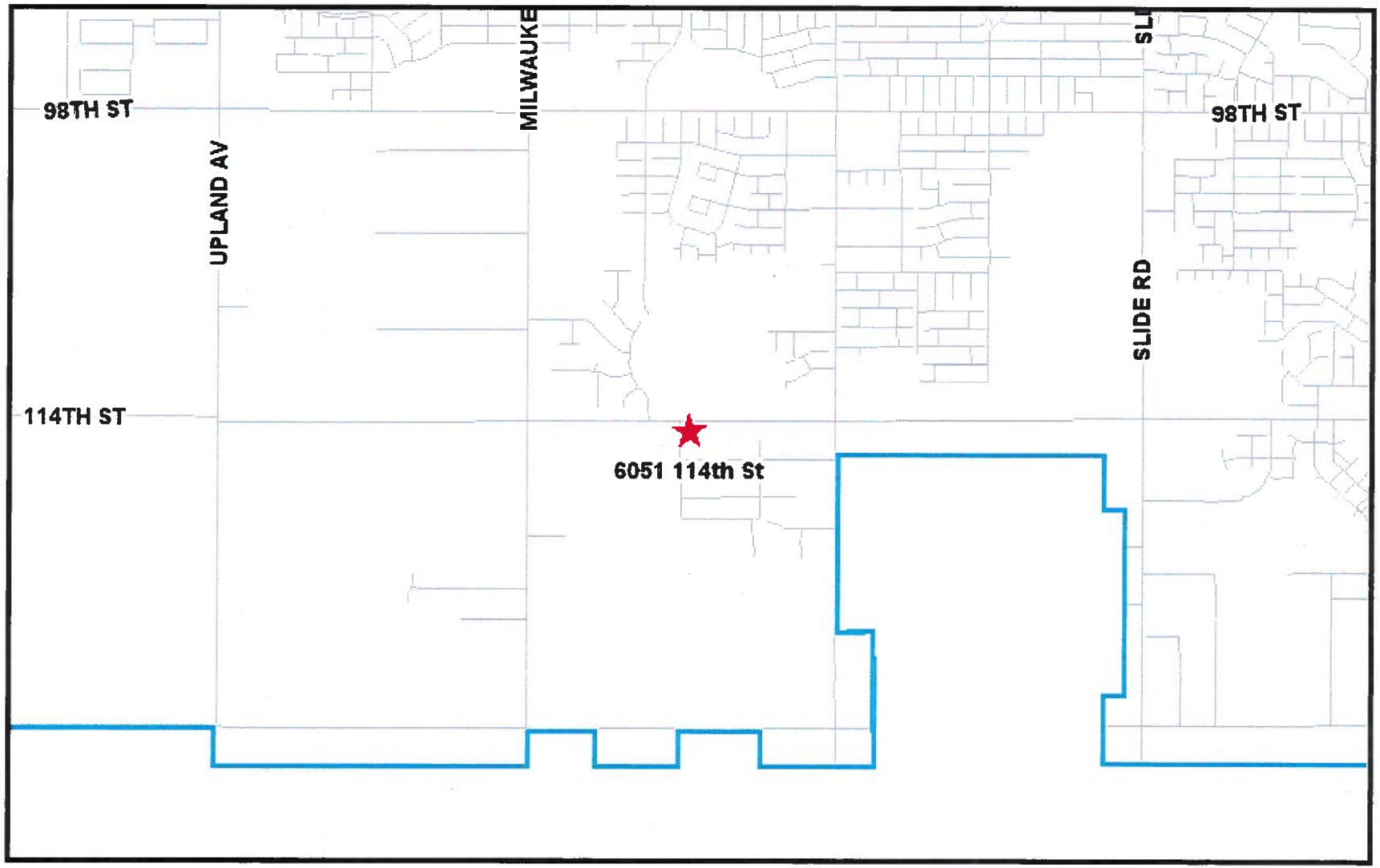
BEGINNING at a railroad spike, found in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 1716.0 feet;

THENCE South, at 50.0 feet pass a 3/8" iron rod, found in the South line of 114th Street, continuing for a total distance of 330.0 feet to a 3/8" iron rod, found for the Southeast corner of this tract;

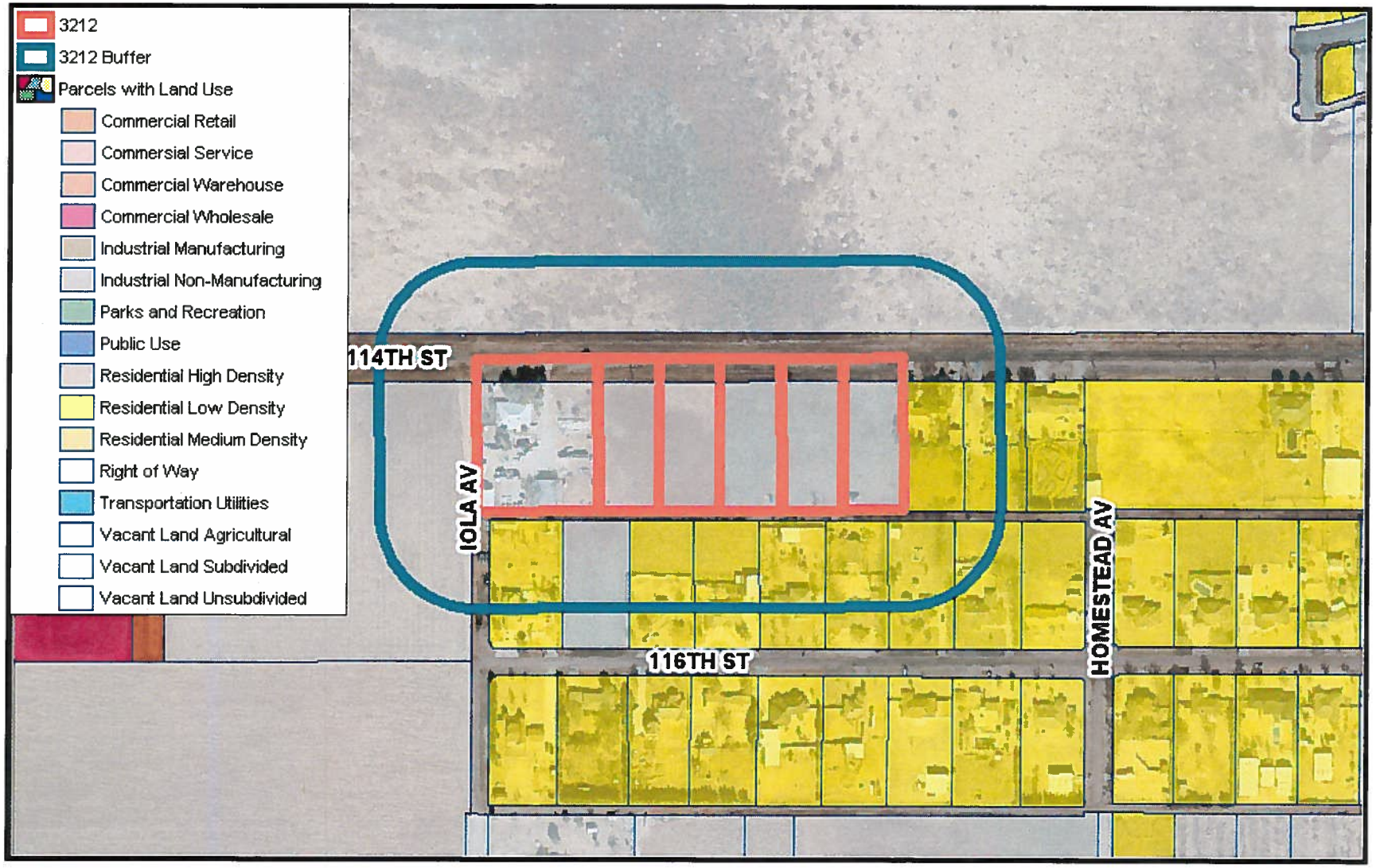
THENCE West, 132.0 feet to a ½" iron rod, set for the Southwest corner of this tract;

THENCE North, at 280.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a bridge spike, set in the North line of Section 20, for the Northwest corner of this tract;

THENCE East, along the North line of Section 20, and along 114th Street, 132.0 feet to the **POINT OF BEGINNING;**

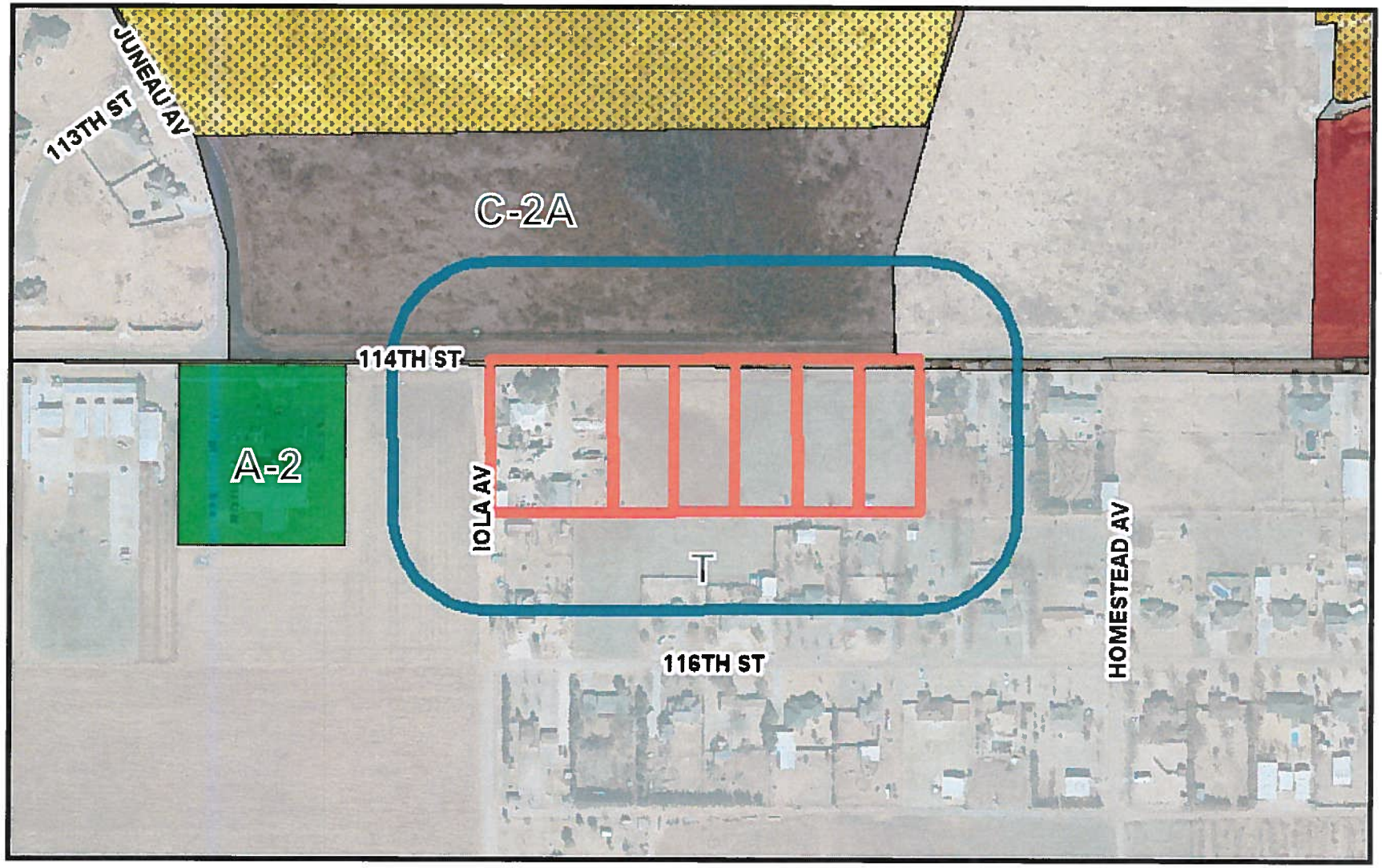


P.Z.C. Case 3212



P.Z.C. Case 3212

Request of Dellas Lee for a zoning change from T to C-4 limited to a greenhouse and C-2A uses, 6017, 6019, 6021, 6023, 6025, and 6051 114th Street



P.Z.C. Case 3212 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Dellas W Lee & Mary Lee
4811-16th Street
Street/Post Office Box
Lubbock TX 79416
City State Zip
(806) 799-8938
Telephone

For
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: 6051-114th Street

Legal Description:* See attachments

Existing Land Use: Agricultural **Existing Zoning:** T

Acreage or Square Footage of Property: 6 acres

Zoning Requested: C-4 Commercial - specific use for Garden Center/Greenhouse/Home improvement

Proposed Development:

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

Dellas W Lee
Applicant's Signature

Date

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

Filing Fee:
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

reciept 18105 Ck# 1337

For City Use Only

MJB

Map 42

Zone Case No.: 3212 **Agenda No.:** 4

Request for zoning change from: T **To:** C-4 (SP USE?)

~~Specific use for a greenhouse~~ limited to a greenhouse

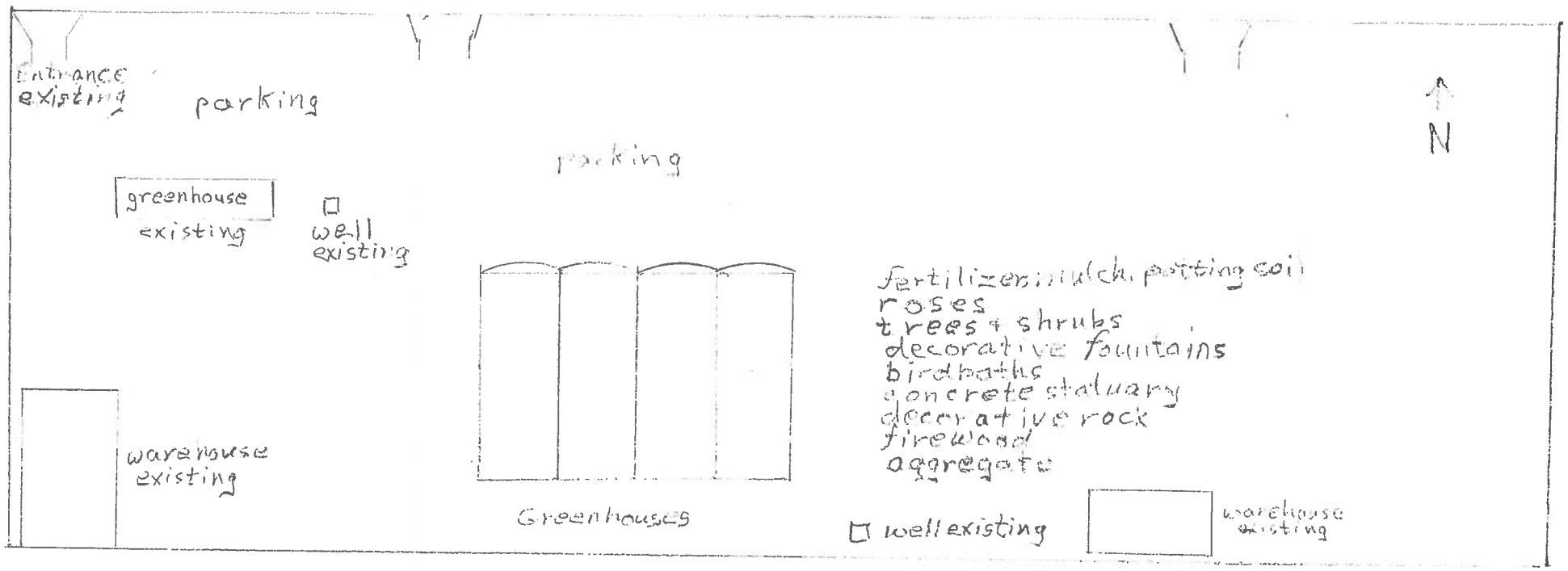
acres of unplatted land out of Block A1 Sec 20

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 6017, 6019, 6021, 6023, 6015, 6051 114th St

Presently
Zoned Commercial

114th street

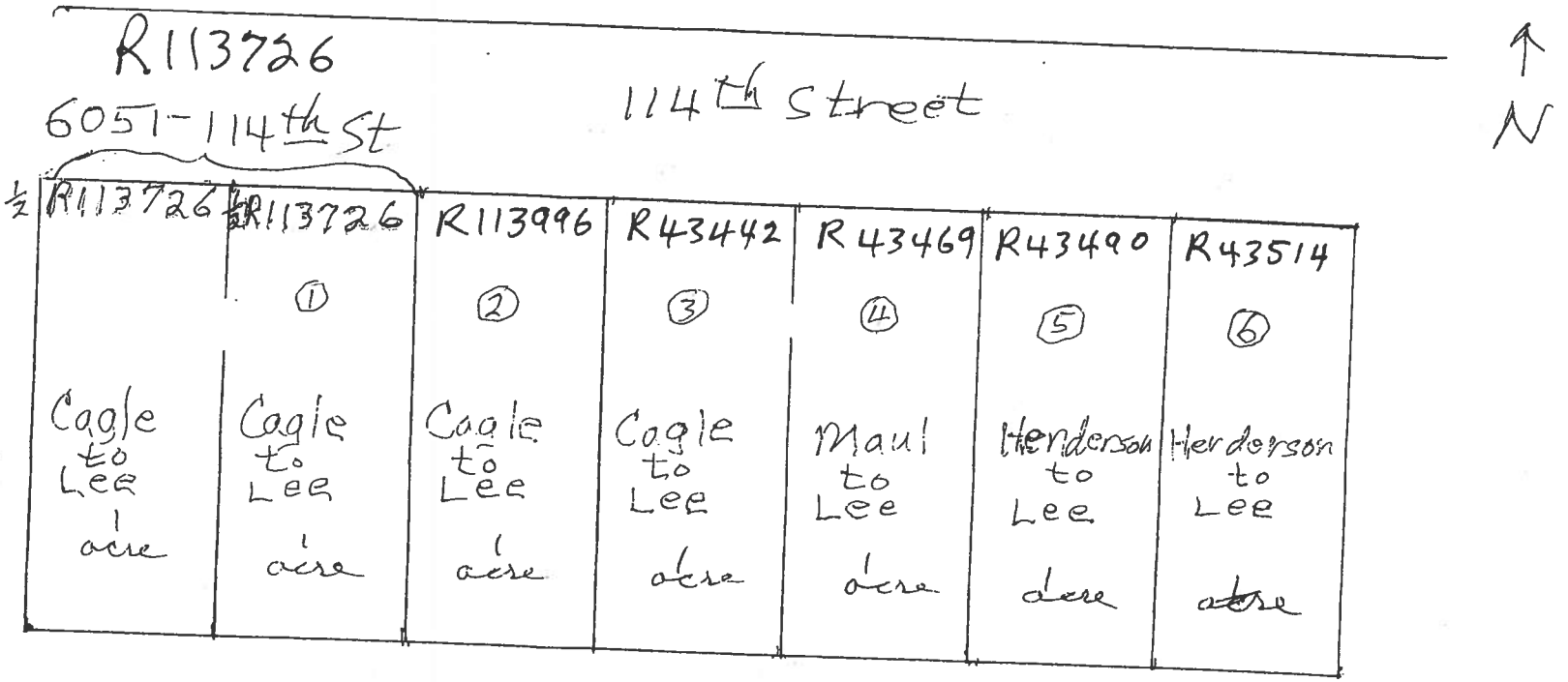


Not to scale

six acres
6051 – 114th street

Dallas W. Lee
Mary Lee
299-8938

Zoned Commercial



The subject property consists of six 1-acre tracts of land, as follows:

(1) The east 1.0 acre tract of land out of a 2.0 acre tract of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, which 2.0 acre tract of land is more particularly described as follows:

BEGINNING at a railroad spike found in the centerline of a paved County Road, the Northwest corner of an adjacent 5.00 acre tract and the Northeast and beginning corner of this tract, whence the Northeast corner of said Section 20 bears East a distance of 2376.00 feet;

THENCE South at a distance of 50.00 feet pass a found 3/8" iron rod, continuing for a total distance of 330.00 feet to a found 3/8" iron rod at the Southwest corner of said adjacent 5.00 acre tract for the Southeast corner of this tract;

THENCE West at a distance of 264.00 feet to a 3/8" iron rod set for the Southwest corner of this tract;

THENCE North at a distance of 280.0 feet pass a 3/8" iron rod set at the South line of said County Road, continuing for a total distance of 330.00 feet to a railroad spike set in the centerline of said paved County Road for the Northwest corner of this tract;

THENCE East at a distance of 264.00 feet along the centerline of said County Road to the **PLACE OF BEGINNING;**

(2) A 1.0 acre tract of land out of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a bridge spike, set in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 2244.0 feet;

THENCE South, at 50.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a ½" iron rod, set for the Southeast corner of this tract;

THENCE West, 132.0 feet to a 3/8" iron rod, found for the Southwest corner of this tract;

THENCE North, at 280.0 feet pass a 3/8" iron rod, found in the South line of 114th Street, continuing for a total distance of 330.0 to a railroad spike, found in the North line of Section 20, for the Northwest corner of this tract;

THENCE East, along the North line of Section 20, and along 114th Street, 132.0 feet to the **POINT OF BEGINNING;**

(3) A 1.0 acre tract of land out of the Northeast 1/4 of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a bridge spike, set in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 2112.0 feet;

THENCE South, at 50.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a ½" iron rod, set for the Southeast corner of this tract;

THENCE West, 132.0 feet to a ½" iron rod found for the Southwest corner of this tract;

THENCE North, at 280.0 feet pass a ½" iron rod, found in the South line of 114th Street, continuing for a total distance of 330.0 to a railroad spike, found in the North line of Section 20, for the Northwest corner of this tract;

THENCE East, along the North line of Section 20, and along 114th Street, 132.0 feet to the **POINT OF BEGINNING.**

(4)

A 1.0 acre tract of land out of the Northeast ¼ of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a bridge spike, set in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 1980.0 feet;

THENCE South, at 50.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a ½" iron rod, set for the Southeast corner of this tract;

THENCE West, 132.0 feet to a ½" iron rod, set for the Southwest corner of this tract;

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THENCE East, along the North line of Section 20, and along 114th Street, 132 feet to the **POINT OF BEGINNING**

(5)

A 1.0 acre tract of land out of the Northeast ¼ of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a bridge spike, set in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 1848.0 feet;

THENCE South at 50.0 feet pass a ½" iron rod, set in the South line of 114th Street, continuing for a total distance of 330.0 feet to a ½" iron rod, set for the Southeast corner of this tract;

THENCE West, 132.0 feet to a ½" iron rod, set for the Southwest corner of this tract;

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THENCE East, along the North line of Section 20, and along 114th Street, 132.0 feet to the **POINT OF BEGINNING.**

(6)

A 1.0 acre tract of land out of the Northeast ¼ of Section 20, Block A-K, Lubbock County, Texas, being more particularly described as follows:

BEGINNING at a railroad spike, found in the North line of Section 20, for the Northeast and beginning corner of this tract, whence a railroad spike, found at the Northeast corner of Section 20 bears East, 1716.0 feet;

THENCE South, at 50.0 feet pass a 3/8" iron rod, found in the South line of 114th Street, continuing for a total distance of 330.0 feet to a 3/8" iron rod, found for the Southeast corner of this tract;

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THENCE East, along the North line of Section 20, and along 114th Street, 132.0 feet to the **POINT OF BEGINNING;**

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
SEP 23 2013
PLANNING DEPARTMENT

Print Name Jimmy Gammill

Signature: Jimmy Gammill

Address: 6010-116th

Address of Property Owned: 6010-116th

8 of 13

Zone Case Number: 3212 74953
GAMMILL JIMMY R & CLAUDIA
6010 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of ___

Opposed ✓

Reasons and/or Comments:

TO MUCK TRAFFIC,
TO " NOISE
ALL RESIDENT NW,

RECEIVED
SEP 24 2013
PLANNING DEPARTMENT

Print Name HUB CITY PAVERS INC.

Signature: Ken A Sauk, President

Address:

Address of Property Owned: 6606 - 66TH ST.

11 of 13

Zone Case Number: 3212 74956
HUB CITY PAVERS INC
11803 UNIVERSITY AVE

LUBBOCK TX 79423-6571

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ___

Opposed ✓

Reasons and/or Comments:

This is Residential area.
Too much Traffic.
Too much noise

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SEP 24 2013
PLANNING DEPARTMENT

Print Name GLEN A. SARTEN

Signature: Glen A. Sarten

Address: 6012-116 ST. LUBBOCK TX.

Address of Property Owned: 6012-116 ST. LUBBOCK TX.

9 of 13

Zone Case Number: 3212 74954
SARTEN GLEN A &
GERALDINE
6012 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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SEP 25 2013
PLANNING DEPARTMENT

In Favor of ____

Opposed X

Reasons and/or Comments:

INCREASED TRAFFIC — THIS HAS ALWAYS BEEN SET UP AS RESIDENTIAL AREA. THIS IS WHY WE MOVED THIS FAR OUT IN THE FIRST PLACE. DO NOT WANT THIS COMMERCIAL ZONING.

Print Name HARVEY DWANE SARTEN

Signature: Harvey Dwane Sarten

Address: 6018 116th ST, LUBBOCK, TX 79424

Address of Property Owned: 6018 116th ST, LUBBOCK, TX 79424

Zone Case Number: 3212 74957
SARTEN, HARVEY DWANE
6018 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ✓

Opposed ____

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SEP 30 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Jimmy Gammill

Signature: Jimmy Gammill

Address: 6010 - 116th

Address of Property Owned: 6010 - 116th

8 of 13

Zone Case Number: 3212 74953
GAMMILL JIMMY R & CLAUDIA
6010 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
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Planning and Zoning Commission
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In Favor of ___

Opposed X

Reasons and/or Comments:

Don't want any commercial zoning just single family housing.

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SEP 30 2013
PLANNING DEPARTMENT

Print Name David E. Sarten

Signature: David E. Sarten

Address: 6014 - 116th

Address of Property Owned: 6014 - 116th

10 of 13

Zone Case Number: **3212** 74955
SARTEN, DAVID E
6014 116TH ST

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ____

Opposed ✓

Reasons and/or Comments:

TOO MUCH TRAFFIC.
" " NOISE
RESIDENCE ONLY

RECEIVED
SEP 30 2013
PLANNING DEPARTMENT

Print Name GLEN A. SARTEN
Signature: Glen A. Sarten
Address: 6012-116 ST. LUBBOCK TX.
Address of Property Owned: 6012-116 ST. LUBBOCK TX

9 of 13

Zone Case Number: 3212 74954
SARTEN GLEN A &
GERALDINE
6012 116TH ST
LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

6

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In Favor of ____

Opposed ✓

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OCT 01 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Want to keep property residential.

Print Name Buddy E. Moore

Signature: Buddy E Moore

Address: 6004 116th

Address of Property Owned: 6004 116th

Zone Case Number: 3212 74950
MOORE BUDDY E &
MARJORIE A
6004 116TH ST

LUBBOCK TX 79424-6113

6

Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of

Opposed X

Reasons and/or Comments:

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OCT 02 2013
PLANNING DEPARTMENT

Print Name John + Paula Hawkins

Signature: Paula Hawkins John Hawkins

Address: 6002-116th

Address of Property Owned: Same as above

12 of 13

Zone Case Number: 3212 74957

NAME:

ADDRESS:

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of ____

Opposed ✓

Reasons and/or Comments:

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OCT 02 2013
PLANNING DEPARTMENT

Print Name Alton + Debbie Cloyd

Signature: Debbie Cloyd

Address: 6005-116th St. ~~Lub~~

Address of Property Owned: Lubbock, TX 79424

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

6

Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Susan DeWaters

Signature: Susan DeWaters

Address: 6003-116th LBK TX 79424

Address of Property Owned: Same as above

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

6

Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

I would like to keep the residential zone for this area.

Print Name Julie Townsend

Signature: Julie Townsend

Address: 5811-116th Lubbock, Tx 79424

Address of Property Owned: 5811-116th Lubbock, Tx 79424

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

6

Planning Department
Planning and Zoning Commission
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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** 3212

In Favor of ___

Opposed ✓

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

I favor maintaining the residential zoning for this area.

Print Name: DONALD MEINKOTH

Signature: Donald Meinkoth

Address: 5807 116TH ST, LUBBOCK, TX 79424

Address of Property Owned: 5807 116TH ST, LUBBOCK, TX 79424

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: Same

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
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In Favor of ____

Opposed X

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Colleen Phillips

Signature: Colleen Phillips

Address: 6011 116th Lubbock Texas 79424

Address of Property Owned: 6011 116th Lubbock, Tx 79424

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

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In Favor of ____

Opposed X

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name Jerry W Phillips

Signature: Jerry W Phillips

Address: 6011-116th

Address of Property Owned: 6011-116th

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

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In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name KEN OSTENTOWOT

Signature: Ken Ostentowot

Address: 6009 116TH

Address of Property Owned: 6009 116TH 79424

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

(9)

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In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name PENNY MICHELLE JETER

Signature: Penny Michelle Jeter

Address: 6017 116 TH ST

Address of Property Owned: 6017 116 TH ST

12 of 13

Zone Case Number: 3212 74957

NAME: Penny Michelle Jeter

ADDRESS: 6017 116th St Lubbock

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

6

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed X

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name Francis P Jarrett

Signature: Francis P Jarrett

Address: 6015 116th St Lubbock, Tx 79424

Address of Property Owned: Same

12 of 13

Zone Case Number: 3212 74957

NAME: _____

ADDRESS: _____

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
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In Favor of ___

Opposed X

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OCT 02 2013
PLANNING DEPARTMENT

Reasons and/or Comments:

We would like to keep this area a residential zone. Also a nursary would bring in bugs.

Print Name David M. & Lesa D. Ramby

Signature: David Ramby Lesa D. Ramby

Address: 5813-116th Street

Address of Property Owned: 5813-116th Street

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: Same

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
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In Favor of ___

Opposed ✓

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name Bill Younts

Signature: Bill Younts

Address: 5815 116th St

Address of Property Owned: ___

12 of 13

Zone Case Number: 3212 74957

NAME: ___

ADDRESS: ___

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
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In Favor of ____

Opposed X

Reasons and/or Comments:

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name HARVEY DWANE SARTEN

Signature: Harvey Dwane Sarten

Address: 6018 116th St, LUBBOCK TX 7942

Address of Property Owned: SAME

12 of 13

Zone Case Number: 3212 74957
SARTEN, HARVEY DWANE
6018 116TH ST

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

(9)

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In Favor of ___

Opposed X

Reasons and/or Comments:

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Print Name Pat + Debbie Herring

Signature: [signature]

Address: 5806 116th St

Address of Property Owned: Same

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: Same

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

We don't want commercial traffic in a residential neighborhood. Nurseries bring in bugs, such as ticks fleas & termites, with their plants - we don't need these insects in our backyards. These two blocks are all residential - We don't want any commercial businesses invading our properties!!!

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name: David & Debbie Ernst

Signature: David Ernst Debbie Ernst

Address: 5812 116th St. Lubbock, TX 79424

Address of Property Owned: 5812 116th St.

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: ___

LUBBOCK TX 79424-6113

Planning Department
Planning and Zoning Commission
Reply Form

6

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

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OCT 02 2013
PLANNING DEPARTMENT

Print Name Tim Lewis

Signature: Tim Lewis

Address: 5814 116th Lubbock, Tx 79424

Address of Property Owned: Same

12 of 13

Zone Case Number: 3212 74957

NAME: Same

ADDRESS: Same

LUBBOCK TX 79424-6113

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(6)

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

The reason we are in opposition - (1) Too much traffic+noise (2) It will decrease our property value.

RECEIVED
OCT 02 2013
PLANNING DEPARTMENT

Print Name HOWARD CRUM Peggy Crum

Signature: Howard Crum Peggy Crum

Address: 6013 114TH ST Lubbock TX 79424

Address of Property Owned: 6013 114th ST Lubbock Tx 79424

806 771-0875

3 of 13

Zone Case Number: 3212 74943
CRUM HOWARD D & PEGGY W
6013 114TH ST

LUBBOCK TX 79424-6032

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3212**

In Favor of ___

Opposed ✓

Reasons and/or Comments:

① Keep it a residental community instead of Commercial as it would be more A) Noise, B) Traffic, C) Trash

② Would lower the value of residental property

RECEIVED
OCT 07 2013
PLANNING DEPARTMENT

Print Name: CALVIN and VIVIEN FORTENBERRY

Signature: Calvin Fortenberry - Vivian Fortenberry

Address: 6007-114th ST Lubbock Tx 79424

Address of Property Owned: 6007-114th st Lubbock Tx 79424

2 of 13

Zone Case Number: 3212 74942
FORTENBERRY CALVIN & VIVI
6007 114TH ST

LUBBOCK TX 79424

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

Meeting Date: 11/07/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider five appointments to the Electric Utility Board.

Item Summary

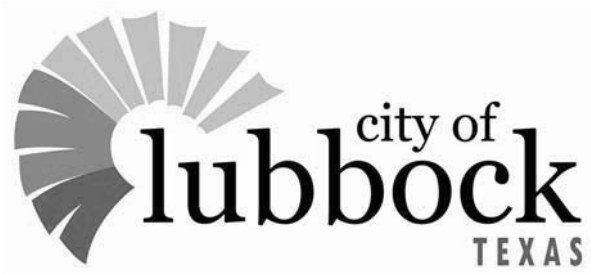
As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary


city of
lubbock
TEXAS

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts. Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.