

**City of Lubbock, Texas**  
**Regular City Council Meeting**  
**Thursday, March 13, 2014**

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



James Loomis, City Manager  
Mitch Satterwhite, Interim 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.-1.5.3.**

**6:15 p.m. -- City Council reconvenes in open session to consider items 2.-8.**

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 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, including matters related to options for resolution of that submittal and matters related to pending litigation involving Atmos Energy Corporation's prior Statement of Intent submitted to the City on or about February 7, 2012 and related matters.

1. 1. 2. Cause No. 3094-2013, City of Lubbock v. 1913 Baylor Avenue, Municipal Court of the City of Lubbock, Lubbock County, Texas. (Villa Del Norte)

1. 1. 3. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, and the Lubbock Police Department, regarding activities in connection therewith, and the application of relevant bidding or procurement law.

1. 1. 4. Discuss the claim filed by Damian Pantoya against the City of Lubbock.

1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

1. 2. 1. Police Station.

1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.
  1. 3. 1. City Attorney
  1. 3. 2. City Manager
  1. 3. 3. City Secretary
  1. 3. 4. City Treasurer
1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, or to hear a complaint or charge against the City Attorney.
1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
  1. 5. 1. to discuss, vote, and take final action on customer billing and electric power pricing
  1. 5. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).
  1. 5. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric generation, RFP No: 7132-13-EUA).

2. **Proclamations and Presentations**

2. 1. Invocation by Life Group Pastor Tommy Cruz, Trinity Church
2. 2. Pledges of Allegiance
2. 3. Presentation of a special recognition to ABC Pro Rodeo Days March 27 - 29, 2014.
2. 4. Presentation of a special recognition recognizing March as Myeloma Awareness Month.

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:**

- **shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or**
- **shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."**

**Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.**

**REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT.**

4. **Minutes**

- 4. 1. November 4, 2013 Special City Council Meeting (EUB)  
November 18, 2013 Special City Council Meeting (EUB)  
December 3, 2013 Special City Council Meeting (EUB)  
January 21, 2014 Special City Council Meeting (EUB)  
February 3, 2014 Special City Council Meeting (EUB)  
February 13, 2014 Regular City Council Meeting  
February 25, 2014 Special City Council Meeting (Budget)

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

- 5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0025 Amendment 12 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant; providing for filing; and providing for a savings clause.
- 5. 1. 1. **Resolution - Health Services:** Consider a resolution authorizing and directing the City Manager to execute for and on behalf of the City, Amendment to contract 11511 / 2014-001286-00, to increase the categorical budget amount, by and between the City and Department of State Health Services (DSHS), and related documents.
- 5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0026 Amendment 13 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 90141, South Lubbock Storm Project, and establish and appropriate funding for CIP 92356, Storm Sewer Pipeline Easement; providing for filing; and providing for a savings clause.
- 5. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0030 Amendment 14 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations, and CIP 92322, Erskine Street – Indiana Avenue to Quaker Avenue; providing for filing; and providing for a savings clause.
- 5. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0031 Amendment 15 amending the FY 2013-14 Budget for municipal purposes respecting the Water Operating Fund by increasing expenses for equipment purchase; increase the utilization of net assets; and respecting the FY 2013-14 Master Lease; providing for filing; and providing for a savings clause.
- 5. 5. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 16 amending the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on March 3, 2014, to amend Capital Improvement Project (CIP) 92330, 69 kV Transmission Line Reconductoring; amend CIP 92333, Cooke Station Outage; establish and appropriate funding for CIP 92357, Cooke Station Outage - Medium-Term; establish and appropriate funding for CIP 8590, Cooke Station Outage - Short-Term; amend CIP 92334, Massengale Outage; establish and appropriate funding for CIP 8591, Massengale

Station Outage - Medium-Term; amend CIP 92335, Brandon Outage; amend CIP 92336, General Plant Outage; amend CIP 92337, FY 2013-14 Distribution Transformers; amend CIP 92339, FY 2013-14 Underground Electric; amend CIP 92340, FY 2013-14 Overhead Lines; amend the LP&L Operating Fund; providing for filing; and providing for a savings clause.

5. 6. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 17 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92352, Taste and Odor Control, and CIP 91003, Bailey County Well Field Improvements; providing for filing; and providing for a savings clause.
5. 7. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0027 abandoning and closing a 10-foot underground utility easement located in Section 36, Block AK, Lubbock County.
5. 8. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0028 abandoning and closing a drainage easement located in Section 18, Block E-2, Lubbock County, Texas.
5. 9. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0029 abandoning and closing a temporary drainage easement located in Section 21, Block AK, Lubbock County, Texas.
5. 10. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 300.08 square foot tract of land (alley stub) out of Lots 185-277, Vintage Township, Lubbock County, Texas.
5. 11. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing two 10-foot underground utility easements located in Section 36, Block AK, Lubbock County, Texas.
5. 12. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 56-foot temporary drainage easement, located in Section 21, Block E-2, Lubbock County, Texas.
5. 13. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City a temporary easement from McMenamy Farms regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 36, Block D-5, Lubbock County, Texas.
5. 14. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Ming-Tao Ho and wife Jui-Lien Chou Ho regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 24, Block JS, Lubbock County, Texas.
5. 15. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Right-of-Way and Easement located in the Southeast Quarter of Section 2, Block D-3, Lubbock County, Texas to Atmos Energy Corporation.
5. 16. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 4 to contract 9786 a Professional Services Contract with Halff Associates, Inc. of Fort Worth, Texas for the Video Inspection of Storm Sewers – Phase 2, RFQ 10-110-MA.

5. 17. **Resolution - Public Works - Water Resources:** Consider a resolution authorizing the Mayor to execute contract 11799 Professional Services Agreement between the City of Lubbock and Enprotec/Hibbs & Todd, Inc. (eHT) to perform environmental engineering services at the former Fire Training Academy (FTA) located at 102 Municipal Drive.
5. 18. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 11718 with Gorman Outdoor, Inc. and contract 11791 with Back to Nature, Inc. for the fertilization at various parkland properties, ITB 14-11718-TS.
5. 19. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to ratify contract 14-11795-JOC with Teinert Commercial Building Services of Lubbock, TX for storm related repairs to the Wood Shop located at 1900 Erskine.
5. 20. **Resolution - Fire Safety:** Consider a resolution authorizing the Mayor to execute purchase order contract 10011057 with DACO Fire Safety Equipment of Lubbock, Texas for two Rosenbauer Aerials (ladder trucks).
5. 21. **Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement contract 11805 with Idalou Police Department for use of the Lubbock Police Department Firing Range facilities.
5. 22. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0021, a request for Zone Case 3224, a request of City of Lubbock for a zoning change from C-4 to C-2 on Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen’s Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition, along 19th Street between University Avenue and Avenue Q.
5. 23. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0022, a request for Zone Case 3072-A, a request of GST RE LLC for a zoning change from C-2A to C-3 on a portion of Tract 1, Southwest Lubbock Health Center Addition, 5207 98th Street.
5. 24. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0023, a request for Zone Case 3124-A, a request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses on Lot 2, Block 4, Trigg Heights Addition, 8008 MLK Jr Boulevard.
5. 25. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0024, a request for Zone Case 3223, a request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2 on 20.2 acres of unplatted land out of Block D-6, Section 2, East of Inler Street and North of 11th Street.
5. 26. **Ordinance 1st Reading - City Secretary:** Consider an Ordinance amending the 2014 Regular Municipal Election Order of the City of Lubbock with regard to polling places, appointing election judges, establishing hours for voting and providing early voting as set forth in the Election Order exhibits; directing the City Secretary to make any necessary changes to the election order exhibits as may be necessary to carry out the purposes of the Election Order.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to IHI on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard, and consider an ordinance.
6. 2. **Public Hearing 6:30 p.m. - City Attorney:** Consider Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.
6. 3. **Ordinance 1st Reading - City Attorney:** Consider adoption of an ordinance regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.
6. 4. Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, including but not limited to accepting the resignation of the City Attorney.
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.**
8. **Open Citizen Comment**

**CITY OF LUBBOCK  
SPECIAL CITY COUNCIL MEETING  
November 4, 2013  
2:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 4th of November, 2013, at Lubbock Power & Light, 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 2:00 p. m.**

**2:00 P.M. CITY COUNCIL CONVENED**

**Lubbock Power & Light, 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; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Sam Medina

Absent: Council Member Todd R. Klein; Council Member Floyd Price

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

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

- *1.1; Executive Session; and 2.1-2.4.*

**1. EXECUTIVE SESSION**

**The meeting was called into a closed session at 2:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 3:39 p.m.**

1. 1. 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 (Investigation regarding alleged improper generation procurement activities; discuss retention of outside counsel).
1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.074 to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (General Counsel; Director of Electric Utilities).
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:
  1. 3. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling and related agreements.

1. 3. 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).
1. 3. 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.
1. 3. 4. Discuss and the Board will take action on customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies. (Billing true-up and metering correction)

2. **REGULAR AGENDA**

2. 1. Discuss and the Board will take action regarding modifications to the Lubbock Power & Light Tariff.

Andy Burcham, Chief Financial Officer for LP&L, gave a presentation on seasonal rate stabilization. Dale Stephens, Director of Transmission and Distribution for LP&L, gave comments and answered questions from the board.

Motion by Carroll McDonald, seconded by Marc McDougal, to approve the rate stabilization model as presented.

**Vote:** 8 - 0 Motion carried by the Board

2. 2. Discuss and the Board will take action regarding the appointment, employment, evaluation, reassignment, duties of the General Counsel.

Motion by Suzanne Blake, seconded by Emilio Abeyta, to increase Todd Kimbrough's (General Counsel for LP&L) salary to \$210,000 a year.

**Vote:** 6 - 2 Motion carried by the Board

NAY: Clayton Isom and Marc McDougal

2. 3. Discuss and the Board will take action regarding the appointment, employment, evaluation, reassignment, duties of the Director of Electric Utilities.

Motion by Marc McDougal, seconded by Clayton Isom, to terminate the Director of Electric Utilities, Gary Zheng.

**Vote:** 2 - 6 Motion failed by the Board

NAY: Gail Kring, Robert Musselman, Carroll McDonald, Emilio Abeyta, Suzanne Blake, and George Carpenter

2. 4. Discuss and the Board will take action regarding retention of outside counsel related to the investigation of alleged improper generation procurement activities.

Todd Kimbrough, General Counsel for LP&L, gave comments and answered questions from the Board.

Motion by Suzanne Blake, seconded by Emilio Abeyta, to hire the Ashcroft Law Firm to conduct an investigation on improper behavior of internal and external RFP and use only source documents from the previous firm.

**Vote:** 7 - 1 Motion carried by the Board  
NAY: Marc McDougal

**4:17 P.M. CITY COUNCIL ADJOURNED**

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

---

GLEN C. ROBERTSON, MAYOR

ATTEST:

---

Rebecca Garza, City Secretary

**CITY OF LUBBOCK  
SPECIAL CITY COUNCIL MEETING  
November 18, 2013  
3:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 18th of November, 2013, at Lubbock, Power, & Light (LP&L), 1301 Broadway, Second Floor Conference Room, Lubbock, Texas at 3:00 p. m.**

**3:02 P.M. CITY COUNCIL CONVENED**

**Lubbock, Power, & Light (LP&L), 1301 Broadway, Second Floor Conference Room, Lubbock, Texas**

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

Absent: Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager James Loomis

**1. Regular Agenda**

- 1. 1.** Recognition and welcoming of new appointees of the Electric Utility Board.

Emilio Abeyta, Board Member, welcomed Greg Taylor, Jerry Bell, Charlie Dunn, Don Boatman, and James Conwright to the Electric Utility Board.

**2. Executive Session**

**The meeting was called into a closed session at 3:07 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 3:32 p.m.**

- 2. 1.** 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 (Electric Utility Board officers).

**3. Regular Agenda (CONTINUED)**

- 3. 1.** The board will consider, nominate and elect officers of the Electric Utility Board.

Motion by Suzanne Blake, seconded by George Carpenter, to suspend rule C 13 of the Electric Utility Board Rules, Policies, and Procedures.

**Vote:** 9 - 0 Motion carried by the board

The floor was open for nominations for the Electric Utility Board.

**Chairman :** Nominations were as follows: Greg Taylor and Don Boatman.

Votes were taken as follows for Chairman:

Greg Taylor: 7 Ayes - George Carpenter, Greg Taylor, Jerry Bell, Clayton Isom, Suzanne Blake, Emilio Abeyta, and James Conwright

Don Boatman: 2 Ayes - Charles Dunn and Don Boatman

Greg Taylor was declared appointed as Chairman of the Electric Utility Board.

**Vice-Chair:** Nominations were as follows: Jerry Bell, Don Boatman, and James Conwright.

Votes were taken as follows for Vice-Chair:

Jerry Bell: 6 Ayes - George Carpenter, Greg Taylor, Jerry Bell, Suzanne Blake, Emilio Abeyta, and James Conwright

Don Boatman: 2 Ayes - Charles Dunn and Don Boatman

James Conwright: 1 Aye - Clayton Isom

Jerry Bell was declared as appointed as Vice-Chair of the Electric Utility Board.

**Secretary:** Nominations were as follows: James Conwright.

James Conwright was appointed as Secretary by acclamation 9 - 0.

### **3:39 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  
December 3, 2013  
2:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 3rd of December, 2014, at Lubbock Power & Light, 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 2:00 p.m.**

**2:05 P.M. CITY COUNCIL CONVENED**

**Lubbock Power & Light, 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; City Manager James Loomis; City Attorney Sam Medina; Deputy City Secretary Thomas Harris

Absent: Council Member Floyd Price

\*Note: Council Members Hernandez and Klein left during Executive Session.

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

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

- *1.1; Executive Session; Public Comments; 4.7; and 4.1-4.2.*
- *Items 4.3-4.6 and 4.8-4.9 were deleted.*

**1. MINUTES**

- 1. 1.** Approval of the minutes of the Regular Electric Utility Board meeting of October 16, 2013; and the Special Electric Utility Board meetings of October 23, 2013, November 4, 2013, and November 18, 2013.

Motion by Emilio Abeyta, seconded by George Carpenter, to approve the Electric Utility Board minutes for October 16, 2013, October 23, 2013, and November 14, 2013 as corrected listing Carroll McDonald as present during those meetings.

**Vote:** 9 - 0 Motion carried by the Board

Motion by Emilio Abeyta, seconded by George Carpenter, to approve the November 18, 2013 Electric Utility Board minutes as presented.

**Vote:** 9 - 0 Motion carried by the Board

2. **EXECUTIVE SESSION**

**The meeting was called into a closed session at 2:10 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 4:05 p.m.**

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:
2. 1. 1. Discuss 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 (Discuss and the Board will take action regarding generation, steam off-take, marketing, and related contracts with Texas Tech University; Discuss and deliberate customer billing proposals and electric power marketing analyses, policies, and strategies).
2. 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).
2. 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 (Lockett demand letter; Investigation regarding alleged improper generation procurement activities).
3. **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-upsheet. 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.

Mikel Ward and Burley Owen appeared to speak before the Electric Utility Board.

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 for LP&L, 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.
- Andy Burcham, Chief Financial Officer for LP&L, gave comments and answered questions from Council.
4. 3. Discuss and deliberate LP&L's retail electric utility business practices, procedures, policies, management, governance and operations.

**This item was deleted.**

4. 4. Discuss and the Board will take action and award Job Order Contract to Collier Construction Company for Renovation of vehicle entry door, main entry door, and install a second egress point in the exterior wall at Brandon Station.

**This item was deleted.**

4. 5. The Board will consider and take action on a resolution to enter into an interlocal agreement with The Interlocal Purchasing System (TIPS).

**\*This item was deleted.**

4. 6. Discuss and the Board will take action and award the purchase of Versalift Aerial Truck to Versalift Southwest. The purchase is based on the Texas Multiple Award Schedule, TXMAS Contract 6-23V020.

**\*This item was deleted.**

4. 7. Discuss and the Board will take action regarding generation, steam off-take, marketing, and related contracts with Texas Tech University.

Motion by Jerry Bell, seconded by Emilio Abeyta, to accept the Addendum as presented.

**Vote:** Motion carried 6 - 3

NAY: Clayton Isom, Charles Dunn, and Don Boatman

Motion by Jerry Bell, seconded by George Carpenter, to donate the Texas Tech tickets to the Boys Club, Boy Scouts, or other other comorable organizations in the community.

**Vote:** Motion carried 8 - 1

NAY: Charles Dunn

4. 8. Appointment of Electric Utility Board members to various Electric Utility Board committees.

**\*This item was deleted.**

4. 9. Discuss advanced meters and the potential impact of advanced meters on quality of service.

**\*This item was deleted.**

**4:28 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  
January 21, 2014  
1:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 21st of , January, 2014, at Lubbock Power & Light, 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 1:00 p.m.**

**1:00 P.M. CITY COUNCIL CONVENED**

**Lubbock Power & Light, 1301 Broadway, Basement Conference Room A,  
Lubbock, Texas**

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Latrelle Joy; City Manager James Loomis; City Secretary Rebecca Garza; Interim City Attorney Mitch Satterwhite

Absent: Council Member Victor Hernandez; Council Member Todd R. Klein; Council Member Floyd Price

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

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

- *1.1; Executive Session; 3; 6.1; and 4.1 - 4.2.*
- *Items 5.1-5.7 were deleted.*

**1. MINUTES**

- 1. 1.** Approval of the minutes of the regular Electric Utility Board meeting of December 3, 2013 and special Electric Utility Board meetings on December 20, 2013 and January 14, 2014.

Motion by Suzanne Blake, seconded by George Carpenter to approve the minutes as presented.

**Vote:** 7 - 0 Motion carried by the Board  
Other: Clayton Isom and Emilio Abeyta (AWAY)

**2. EXECUTIVE SESSION**

**The meeting was called into a closed session at 1:08 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 3:50 p.m.**

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

2. 1. 1. Discuss 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).
  - a. Discuss RFQ #7125-13-ELD for Professional Services for Transmission Design and Construction Oversight Consulting Services.
2. 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 (Discuss role of closed session pursuant to the Texas Open Meetings Act; Investigation regarding alleged improper generation procurement activities).
3. **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.

Mikel Ward appeared before the Board to discuss open record requests for LP&L information.

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 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).

Gary Zheng, Chief Executive Officer for LP&L, presented his report to the Board.

4. 2. The board will consider a resolution to thank Mayor Glen Robertson for his support of Project Helping Hand.

Mayor Glen Robertson gave comments about Project Helping Hand.

Motion by Suzanne Blake, seconded by Jerry Bell, to approve the resolution as presented.

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

Other: Clayton Isom (ABSENT)

4. 3. 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.

**\*This item was deleted.**

5. **CONSENT AGENDA** - Items 5.1 - 5.8 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.

\*This item was discussed without a quorum of Council Members present.

5. 1. Discuss and the board will take action on an amendment to a sole source contract with Flowserve Corporation for the LP&L Cooke Station Circulating Water Pump Repairs

**\*This item was deleted.**

5. 2. Discuss and the board will take action and award the purchase of two aerial trucks and one digger-derrick truck to Versalift Southwest & Altec Industries. The purchase is based on the Texas Multiple Award Schedule, TXMAS Contract 6-23V020 & NJPA TX06-0311-AII.

**\*This item was deleted.**

5. 3. Discuss and the board will take action and award RFP # 7150-13-ELP to Baseload Power Generation Parts & Service, LLC, for Major Inspection and Testing of Brandon Station Brush Generator.

**\*This item was deleted.**

5. 4. Discuss and the board will take action and award RFP # 7105-14-ELD to Alstom Grid Inc. for LP&L 72.5 kV High Voltage Circuit Breakers.

**\*This item was deleted.**

5. 5. Discuss and the board will take action and award Job Order Contract to Collier Construction Company to renovate entry doors, update the security system, and install a second egress point at Brandon Station through NJPA Contract No TX04-112012-CCC.

**\*This item was deleted.**

5. 6. Discuss and the board will take action and award Lease Agreement to Benchmark Business Solutions Inc. for a XEROX Printer. The agreement is based on The Cooperative Purchasing Network, TCPN Contract R5008.

**\*This item was deleted.**

5. 7. Discuss and the board will take action and award the purchase of a Mail Inserter to Pitney Bowes. The purchase is based on the BuyBoard Contract 407-12.

**\*This item was deleted.**

5. 8. Discuss and the board will take action and award ITB # 7110-14-ELD to HD Supply Power Solutions for 30FT Residential Street Light Poles with Mast Arms- annual pricing.

**\*This item was deleted.**

6. **REGULAR AGENDA (Continued)**

6. 1. Discuss investigation regarding alleged improper generation procurement activities.

Johnny Sutton, with Ashcroft Law Firm, gave a presentation regarding the RFP investigation. The firm found no criminal activity as it pertains to LP&L staff, including bribery or bid rigging, in the 2013 RFP process conducted to date. Additionally, the Firm found no evidence of personal gain on the part of any employee taking part in the RFP process.

**4:10 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  
February 3, 2014  
9:00 A. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 3rd of February, 2014, at Lubbock Power & Light, 1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas at 9:00 a.m.**

**9:02 A.M. CITY COUNCIL CONVENED**

**Lubbock Power & Light, 1301 Broadway, 2nd Floor Conference Room,  
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 Manager James Loomis; City Secretary Rebecca Garza; City Attorney Sam Medina

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

**1. EXECUTIVE SESSION**

**The meeting was called into a closed session at 9:02 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 2:36 p.m.**

- 1. 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:
  - 1. 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. (Procurement of electric generation beginning in 2019).
  - 1. 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). (Procurement of electric generation beginning in 2019).
  - 1. 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. (Procurement of electric generation beginning in 2019).

**2:36 P.M. CITY COUNCIL RECONVENED  
LP&L, 2nd Floor Conference Room**

**2:36 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**  
**February 13, 2014**  
**3:00 P. M.**

**The City Council of the City of Lubbock, Texas met in regular session on the 13th of February, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.**

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

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

**Note: Council Member Latrelle Joy arrived at 6:15 p.m.**

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

- *Executive Session; 2.1-2.5; Citizen Comments 3.1-3.4; 4.1; 5.4-5.6; 5.9-5.15; 5.17; 5.19; 5.1; 5.1.3; 5.1.1-5.1.2; 5.2-5.3; 5.7-5.8; 5.16; 5.18; 6.1-6.4; 7.1; and 8.1 - Open Citizen Comments (sign-ups).*

**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. Discuss 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, including matters related to options for resolution of that submittal and matters related to pending litigation involving Atmos Energy Corporation's prior Statement of Intent submitted to the City on or about February 7, 2012 and related matters.
  1. 1. 2. Hotel occupancy tax audit deficiency collections.
  1. 1. 3. Delinquent franchise fees of NTS.
  1. 1. 4. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, regarding activities in connection therewith, and the application of relevant bidding or procurement law.

1. 1. 5. Discuss the opinion of the Court of Appeals, Seventh District of Texas at Amarillo, No. 07-12-00438-CV, styled Republic Power Partners, L.P. V. The City of Lubbock on appeal from the 237th District Court Lubbock County, Texas Trial Court No. 2012-501,169.
1. 1. 6. Discuss the opinion of the Court of Appeals Seventh District of Texas at Amarillo No. 07-12-00374-CV styled West Texas Municipal Power Agency V. Republic Power Parnters, L.P. on appeal from the 237th District Court Lubbock County, Texas Trial Court No. 2012-501,169.
1. 1. 7. Cause No. 2013-508,039 - City of Lubbock V. Lubbock Omni Office, Inc. et. al.
1. 1. 8. Coyote Lake Ranch, LLC v. City of Lubbock; Cause No. 9245, 287th District Court, Bailey County, Texas.
1. 2. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.076 to discuss the deployment of security personnel or devices or a security audit.
  1. 2. 1. Security at City Facilities.
1. 3. 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. 1. Godeke Library.
  1. 3. 2. Omni Building.
1. 4. 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. 4. 1. City Attorney
  1. 4. 2. City Manager
  1. 4. 3. City Secretary
  1. 4. 4. City Treasurer
1. 5. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, or to hear a complaint or charge against the City Attorney.
1. 6. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.086, on the following competitive matters (Electric Utilities):
  1. 6. 1. to discuss, vote, and take final action on customer billing and electric power pricing
  1. 6. 2. to discuss, deliberate, and take action on plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).

1. 6. 3. to discuss, deliberate and take action on bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric generation, RFP No: 7132-13-EUA).

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

**2. Proclamations and Presentations**

2. 1. Invocation by Pastor Dale Bostic, Faith Tabernacle Church

Pastor Dale Bostic, Faith Tabernacle 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 Honorary Citizenship to Korean educators visiting Lubbock.

Council Member Jim Gerlt presented Honorary Citizenship to the South Korean educators visting Lubbock, who were part of a teacher exchange program. Saerona Kim, Yongjong Shin, Kyungwon Inn, and Hyunjung Kim appeared to accept the Honorary Citizenship and recognition.

2. 4. Presentation of a special recognition honoring National LULAC Week, February 16 - 22, 2014.

Council Member Victor Hernandez presented a special recognition honoring National LULAC (League of United Latin American Citizens) Week, February 16 - 22, 2014. Robert Rodriguez, with the LULAC Organization, gave comments on the importance of LULAC and thanked the City Council and the citizens of Lubbock for their support.

2. 5. **Board Recognitions:**

**Libraries Board**

Ed Veal (unable to attend)

**Model Codes & Construction Advisory Board**

Gary Mitchel (unable to attend)

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council to speak:**

- **shall contact the City Manager's Office of that fact to provide the City Manager's Office the subject matter that will be addressed, no later than seventy-five (75) hours before the meeting at which the citizen wishes to appear; or**
- **shall sign up to speak at the City Council meeting itself in regard to any item posted on the City Council agenda under the "Citizen Comment Period."**

**Or, a citizen may sign up to speak at the City Council meeting itself on a topic that is not posted on the agenda under the "Open Citizen Comment" period.**

3. 1. Richard DeLeon will appear before the City Council to discuss Lubbock Power & Light billing issues.

**Mr. DeLeon did not appear.**

3. 2. Carol Meek will appear before the City Council to discuss regulatory questions of cell phone towers.

Carol Meek appeared before City Council to discuss issues regarding cell phone tower regulation.

3. 3. Mikel Ward will appear before the City Council to discuss City revenue sources, diversions, debt, and prioritizing need vs. want.

Mike Ward appeared before City Council to discuss City revenue sources, diversions, debt, prioritizing need vs. want, and other City budget issues.

3. 4. Dora Cortez will appear before the City Council to discuss the paid administrative leave for the City Attorney.

Dora Cortez appeared before City Council to speak in opposition of the paid administrative leave for the City Attorney.

#### 4. **Minutes**

4. 1. January 9, 2014 Regular City Council Meeting  
January 10, 2014 Special City Council Meeting (North Slide Ribbon Cutting)  
January 14, 2014 Special City Council Meeting (State of the City)  
January 16, 2014 Special City Council Meeting (Personnel Matters)  
January 21, 2014 Special City Council Meeting (Right-of-Way)

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve the January 9, 2014 Regular City Council Meeting; the January 10, 2014 Special City Council Meeting (North Slide Ribbon Cutting); the January 14, 2014 Special City Council Meeting (State of the City); the January 16, 2014 Special City Council Meeting (Personnel Matters); and the January 21, 2014 Special City Council Meeting (Right-of-Way).

**Vote:** 7 - 0 Motion carried

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve items 5.4-5.6; 5.9-5.15; 5.17; and 5.19.

**Vote:** 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0016, Amendment 9, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to amend funds from the Federal Transit Administration (FTA) for the Section 5307 Grant, the Section 5316 Grant, the Section 5317 Grant, and the Section 5310 Grant; and to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0016.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 1. 1. **Resolution - Transit Services:** Resolution No. 2014-R0044 authorizing the City of Lubbock's Director of Budget to execute Amendment 01 of the FY 2012-13 Federal Transit Administration Section 5307 Grant to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0044.

**Vote:** 7 - 0 Motion carried

5. 1. 2. **Resolution - Transit Services:** Resolution No. 2014-R0045 authorizing the City of Lubbock's Director of Budget to execute a FY 2012-13 Federal Transit Administration (FTA) Section 5310 Grant (TX-16-X011-00) to help provide planning for mass transportation, which is designed and implemented to meet the special needs of the elderly and individuals with disabilities.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0045.

**Vote:** 7 - 0 Motion carried

5. 1. 3. **Resolution - Community Development:** Resolution No. 2014-R0043 authorizing the Mayor to execute contract 11730 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0043.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0019, Amendment 10, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant, transfer funds from the General Fund to the Grant Fund for matching funds, and reduce the Police Department Operating Budget accordingly; and accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP); respecting the Municipal Court Special Revenue Fund; and respecting the General Fund to appropriate additional funding and increase the Mahon Library Operating Budget; providing for filing; and providing for a savings clause.

Bill Howerton, Community Development Director/Citibus Liaison; and Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0019.

**Vote:** 7 - 0 Motion carried

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0020, Amendment 11, amending the FY 2013-14 Budget for municipal purposes respecting the General Fund to amend classifications and positions within the Police Department; providing for filing; and providing for a savings clause.

Roger Ellis, Police Chief, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to Ordinance No. 2014-O0020.

**Vote:** 7 - 0 Motion carried

5. 4. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0011 abandoning and closing a portion of a 20-foot underground utility, drainage and garbage service easement located in Lots 347 through Lots 352 of Quincy Park Addition, Lubbock County, Texas, easement located at 9202 Turner Avenue.
5. 5. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0012 abandoning and closing a portion of a street right-of-way located at 37th Street and Quincy Avenue in Milwaukee Ridge Addition.
5. 6. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2014-O0018 abandoning and closing a drainage easement located in Lot 12, Lubbock Business Park, north of Lubbock Business Park Blvd and east of North Elm Avenue.
5. 7. **Resolution - Public Works Engineering:** Resolution No. 2014-R0046 authorizing the Mayor to execute contract 11746, an Agreement for Professional Services with Parkhill, Smith & Cooper (PSC), Inc. for construction phase services on the 34th Street paving improvement project from Quaker Avenue to Indiana Avenue.

Wood Franklin, City Engineer, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0046.

**Vote:** 7 - 0 Motion carried

5. 8. **Resolution - Public Works Wastewater:** Resolution No. 2014-R0047 authorizing the Mayor to execute Amendment 5 to contract 8773 with Terracon Consultants, Inc., for professional engineering and geosciences services for groundwater monitoring and remediation at the Land Application Sites.

Wood Franklin, City Engineer, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Resolution No. 2013-R0047.

**Vote:** 7 - 0 Motion carried

5. 9. **Resolution - Purchasing and Contract Management:** Resolution No. 2014-R0035 authorizing the Mayor to execute contract 11702 with Berryhill Sewer Services, Inc. for chemical toilet rentals for various departments, ITB 14-11702-TF.

- 5. 10. **Resolution - Health Services:** Resolution No. 2014-R0036 authorizing and directing the Mayor to execute for and on behalf of the City of Lubbock a Community Partnership contract 11731 with South Plains Community Action Association (SPCAA) Head Start and Early Head Start program to encourage participation in the various head start activities provided by the SPCAA.
- 5. 11. **Resolution - Fleet Services:** Resolution No.'s 2014-R0037 and 2014-R0038 authorizing the Mayor to execute contract 11689 with Loftin Equipment Company and contract 116891 with Stewart & Stevenson for maintenance and repair of fixed generators, RFP 14-11689-MA.
- 5. 12. **Resolution - Solid Waste:** Resolution No. 2014-R0039 authorizing the Mayor to execute contract 11673 with Net Connection, LLC, for the installation of litter fence and additional netting panels at the West Texas Region Disposal Facility - Phase 5, ITB 14-11673-TS.
- 5. 13. **Resolution - Airport:** Resolution No. 2014-R0040 authorizing the Mayor to execute contract 11691 with Horizon Glass for the airport terminal glass removal and replacement services, ITB 14-11691-TS.
- 5. 14. **Resolution - Information Technology:** Resolution No. 2014-R0041 authorizing the Mayor to execute contract 11763 with Mythics, Inc. for software licenses for Oracle Database and Oracle Enterprise One applications.
- 5. 15. **Resolution – Police:** Resolution No. 2014-R0042 authorizing the Mayor to execute purchase order contract 10010762 with GT Distributors for the exchange of used firearms for new firearms and the purchase of new holsters.
- 5. 16. **Ordinance 2nd Reading - City Secretary:** Ordinance No. 2014-O0017 ordering the 2014 Regular Municipal Election of the City of Lubbock to be held May 10, 2014.

Becky Garza, City Secretary, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0017.

**Vote:** 7 - 0 Motion carried

- 5. 17. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0013 for Zone Case 3016-B, a request of Burl Masters, for SWLLD, for a zoning change from T and R-1 to GO, R-2 Specific Use, and R-1 Specific Use on 98.3 acres of unplatted land out of Block AK, Section 22, south of 98th Street, west of Quincy Avenue, and east of Upland Avenue.
- 5. 18. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0014 for Zone Case 3221, a request of Verizon Wireless for a zoning change from IHC to IHC Specific Use for a telecommunications tower on .02 acres, on a portion of the north 124 feet of Lot 8, Lot 9, and the strip of Block O, Section 2, Overton Addition, 2217 Marsha Sharp Freeway.

Dennis Carrizales, Senior Planner; Drew Paxton, Director of Planning; and Carol Meek, citizen, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0014.

**Vote:** 7 - 0 Motion carried

5. 19. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0015 for Zone Case 3145-D, a request of Chris Evans, for Reagor Dykes Auto Group, for a zoning change from CB-2 to CB-2 Design Historic for a landmark designation on the Myrick-Green Building, Lots 6 through 10, Block 133, Original Town Addition, 1215 and 1219 Avenue J.

6. **Regular Agenda**

6. 1. **Resolution - Community Development:** Resolution No. 2014-R0048 authorizing the Mayor to execute a Community Development funding contract 11729 and all related documents with Catholic Charities Diocese of Lubbock to provide assistance to families to transition them out of poverty through the Community Service Block Grant (CSBG) for the Parent Empowerment Program.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Resolution No. 2014-R0048.

**Vote:** 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 2. **Resolution - Fleet Services:** Resolution No. 2014-R0049 authorizing the Mayor to execute purchase order contract 31018056 with Sam Pack's Five Star Ford for five light duty pickups for the Lubbock Police and Fire Departments.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0049.

**Vote:** 7 - 0 Motion carried

6. 3. **Resolution - Library:** Resolution No. 2014-R0050 authorizing the Mayor to execute a lease agreement between the City of Lubbock and Luskey Brothers Investments for real property located at 5034 Frankford Avenue for the Godeke Library.

Quincy White, Assistant City Manger; Laura Heinz, Library Board Chair; Jane Clausen, Libraries Director; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0050.

**Vote:** 7 - 0 Motion carried

6. 4. Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, including but not limited to placing the City Attorney on unpaid administrative leave.

Council Member Latrelle Joy was excused from voting, and left the dais before discussion.

Motion by Council Member Victor Hernandez, seconded by Council Member Jim Gerlt, "to place the City Attorney, Sam Medina, on temporary unpaid administrative leave from his employment with the City of Lubbock, effective immediately, with the proviso, however, that beginning on the second regular meeting of the City Council in February 2014, an item shall be placed on the agenda of every regularly scheduled meeting of the City Council to consider further action on the matter as may be

needed. The unpaid administrative leave should be effectuated by the City Manager in a manner and fashion consistent with practices and policies applicable to all City of Lubbock employees."

**Vote:** 6 - 0 Motion carried

Other: Council Member Latrelle Joy (EXCUSED)

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

**7. 1.** Discuss the proposed amendments and revisions to the City Council Rules and Procedures to provide direction to staff.

Amy Sims, Assistant City Attorney, gave comments on the proposed amendments and revisions to the City Council Rules and Procedures and answered questions from Council.

It was the consensus of the City Council to put this item on the agenda for the next City Council meeting.

**8. Open Citizen Comment (Sign-ups)**

- Ysidro Gutierrez appeared before City Council to discuss the North and East Lubbock Community Development Corporation and the new citizen comment procedures.
- Debbie Bartholomew appeared before City Council to discuss City Attorney Sam Medina.

**7:58 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  
February 25, 2014  
1:00 P. M.**

**The City Council of the City of Lubbock, Texas met in special session on the 25th of February, 2014, at the Lubbock Memorial Civic Center, 1501 Mac Davis Lane, Lubbock, Texas at 1:00 p.m.**

**1:06 P.M. CITY COUNCIL CONVENED**

**Lubbock Memorial Civic Center, 1501 Mac Davis Lane, 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 Manager James Loomis; City Secretary Rebecca Garza; Interim City Attorney Mitch Satterwhite

**Note: Council Member Todd R. Klein left the meeting at 3:04 p.m.**

**1. Budget Direction Discussion for FY 2014-15 Operating Budget and Capital Program.**

James Loomis, City Manager, gave comments on the upcoming FY 2014-15 Operating Budget and Capital Program and introduced staff.

Cheryl Brock, Budget Director; Quincy White, Assistant City Manager; Scott Snider, Assistant City Manager; Mike Kemp, Fire Chief; Roger Ellis, Police Chief; Mitch Satterwhite, Interim City Attorney; Kelly Campbell, Interim Director of Aviation; Mark Yearwood, Assistant City Manager; Gary Zheng, LP&L Chief Executive Officer; Keith Smith, Director of Public Works; and Becky Garza, City Secretary, gave comments on their departments and answered questions from Council.

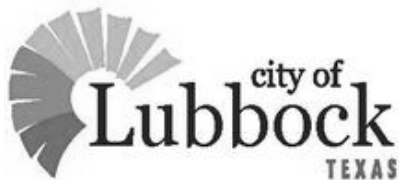
**4:52 P.M. CITY COUNCIL ADJOURNED**

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

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

ATTEST:

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



**Regular City Council Meeting**

**5. 1.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget

Ordinance 2014-O0025 Amendment 12 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of State Health Services (DSHS) for the Regional and Local Services Section/Local Public Health System (RLSS/LPHS) Grant; providing for filing; and providing for a savings clause.

**Item Summary**

- I. Accept and appropriate an additional \$20,559 from the DSHS for the RLSS/LPHS grant, for a total appropriation of \$108,204.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

---

**Attachments**

Ordinance - Budget Amendment 12

Grant Detail Sheet - Health RLSS

---

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

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE REGIONAL AND LOCAL SERVICES SECTION/LOCAL PUBLIC HEALTH SYSTEM (RLSS/LPHS) GRANT; 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 #12) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$20,559 from the DSHS for the RLSS/LPHS grant, for a total appropriation of \$108,204.

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

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

AND IT IS SO ORDERED

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


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

GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

**City of Lubbock, TX  
Grant Amendment  
Existing Grant - Budget Detail  
February 27, 2014**

**Administrative Information:**

City Assigned Grant Number:	81099
Grant Name:	RLSS/Local Public Health System
Grant Effective Date:	09/01/2013-08/31/2014
Grant Provider/Agency:	Texas Department of State Health Services
Original Appropriation Date:	9/26/2013
Original Appropriation-Budget Ordinance:	2013-00090
Original Grant Acceptance-Resolution:	2013-R0300

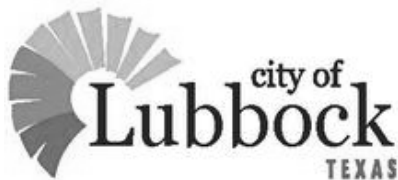
**Personnel Information:**

No. of full-time positions funded w/ grant: 2

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	\$ 72,964	30,814	103,778	-
Registered Nurse	56,317	25,297	4,426	77,188
<b>Total</b>	<b>\$ 129,281</b>	<b>56,111</b>	<b>108,204</b>	<b>77,188</b>

**Budget Information:**

	9/26/13 Award Amount	Amendment Amount	Total Award Amount
Grant Amendment Detail			
Salaries	\$ 65,508	11,352	\$ 76,860
Benefits	22,137	9,207	31,344
<b>Total Amendment</b>	<b>\$ 87,645</b>	<b>20,559</b>	<b>\$ 108,204</b>



**Regular City Council Meeting**

**5. 1. 1.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Health Services:** Consider a resolution authorizing and directing the City Manager to execute for and on behalf of the City, Amendment to contract 11511 / 2014-001286-00, to increase the categorical budget amount, by and between the City and Department of State Health Services (DSHS), and related documents.

**Item Summary**

This contract provides funding under the Regional and Local Services Section (RLSS) / Local Public Health System (LPHS), commonly referred to as Triple 0 funds. This FY 2013-14 annual contract with the DSHS provides financial assistance to improve or strengthen local public health infrastructure by developing objectives to address public health issues and utilize resources provided through this contract to conduct activities and services that provide or support the delivery of essential public health services. Programs will also assess, monitor and evaluate the essential public health services and develop strategies to improve the delivery of essential public health services to identified service areas. The contract began on September 1, 2013, and ends on August 31, 2014.

The amendment will increase the categorical budget amount by \$20,559. Personnel is increased by \$6,012 and fringe benefits increased by \$14,547. The total revised amount of this contract is \$108,204. Without the funding from the Texas Department of Health contract, our local public health efforts would be greatly impaired and the risk of illness due to vaccine preventable and notifiable diseases in Lubbock citizens would increase.

**Fiscal Impact**

This amendment will provide 100% of salary and fringe benefits for one Registered Nurse, 7% of salary for another Registered Nurse and will save \$20,559 in the general fund.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager

---

**Attachments**

Resolution - Health Grant Amendment

RLSS Amendment

---

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an amendment to Contract #2014-001286-00 (Contract), increasing the contract by \$20,559.00 from \$87,645.00 to \$108,204.00, with the Budget categories increased as follows: Personnel/Salaries from \$70,848.00 to \$76,860.00 and Fringe Benefits/Benefits from \$16,797.00 to \$31,344.00. All other terms and conditions of the contract remain in full force and effect. Said amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

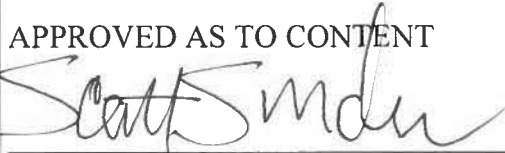
Passed by the City Council this \_\_\_\_\_ 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT



\_\_\_\_\_  
Scott Snider, Assistant City Manager (Health)

APPROVED AS TO FORM:

  
\_\_\_\_\_  
John C. Grace, Assistant City Attorney

Q:\CCDOCS\RES Interlocal Agreement-DSHS Contract 2014-001286-01(1.2).doc

**BUDGET SUMMARY**

Organization Name: City of Lubbock  
 Contract Number: 2014-001286-00  
 Proposal ID: RLHS-2014-City of -00004

Program ID: RLSS/LPHS  
 Procurement ID: GST-2012-Solicitation-00025  
 Procurement Name: RLHS GOLIVE LPHS PROPOSAL

**Budget Categories**

Budget Categories	DSHS Funds Requested	Cash Match	In Kind Match	Category Total
Personnel	\$76,860	\$0	\$0	\$76,860
Fringe Benefits	\$31,344	\$0	\$0	\$31,344
Travel	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0
Supplies	\$0	\$0	\$0	\$0
Contractual	\$0	\$0	\$0	\$0
Other	\$0	\$0	\$0	\$0
Total Direct Costs	\$108,204	\$0	\$0	\$108,204
Indirect Costs	\$0	\$0	\$0	\$0
<b>Totals:</b>	<b>\$108,204</b>	<b>\$0</b>	<b>\$0</b>	<b>\$108,204</b>

**Subcontracting**

Subcontracting Percentage: 0.00%

**Match Contributions**

Required Match Percentage: %                      Calculated Match Percentage: 0.00%  
 Required Match Amount: \$0                              Calculated Match Amount: \$0

**Source of Cash Match Funds**

0 of 500

**Source of In Kind Match Funds**

0 of 500

**Program Income**

Projected Earnings: \$0

**Source of Earnings**

0 of 500

**Non DSHS Funding**

Direct Federal Funds: \$0  
 Other State Agency Funds: \$0  
 Local Funding Sources: \$0

**PERSONNEL CATEGORY DETAIL**

Organization Name: City of Lubbock  
 Contract Number: 2014-001286-00  
 Proposal ID: RLHS-2014-City of -00004

Program ID: RLSS/LPHS  
 Procurement ID: GST-2012-Solicitation-00025  
 Procurement Name: RLHS GOLIVE LPHS PROPOSAL

**Personnel**

Position	Justification *	FTEs	Cost
Functional Title: * Registered Nurse License / Cert. Type: * License License / Cert: RN	Oversight and management of health department activities including grant management  83 of 150	Existing: * 1 Proposed: * 0 Vacant: * 0 Total FTEs1	Funding Source: * Cash Avg Monthly Salary: * \$6,0 Number of Months: * Salary Requested: \$72,964
Functional Title: * Registered Nurse License / Cert. Type: * License License / Cert: RN	Disease Surveillance Investigation  34 of 150	Existing: * 1 Proposed: * 0 Vacant: * 0 Total FTEs 1	Funding Source: * Cash Avg Monthly Salary: * \$3 Number of Months: * Salary Requested: \$3,896
Functional Title: * License / Cert. Type: * License / Cert:	0 of 150	Existing: * Proposed: * Vacant: * Total FTEs 0	Funding Source: * Avg Monthly Salary: * Number of Months: * Salary Requested: \$0
Functional Title: * License / Cert. Type: * License / Cert:	0 of 150	Existing: * Proposed: * Vacant: * Total FTEs 0	Funding Source: * Avg Monthly Salary: * Number of Months: * Salary Requested: \$0
Functional Title: * License / Cert. Type: * License / Cert:	0 of 150	Existing: * Proposed: * Vacant: * Total FTEs	Funding Source: * Avg Monthly Salary: * Number of Months: * Salary Requested:
<b>Cash Total:</b>			
<b>In Kind Match Total:</b>			
<b>Salary Wage Total:</b>			

**Fringe Benefits**

List the types of costs that comprise your organizations fringe benefits:

Stability pay @ \$50/year=\$1,200; FICA @ 7.65%=\$5,674; Retirement @ 19.33% = \$14,106; Life Insurance \$7; Health Insurance \$9,827; Dental \$530

141 of 500

Total Fringe Benefit Rate (%)

40.78 %

**Fringe Benefit Amounts**

Cash: \$31,344  
 In Kind Match: \$0  
 Fringe Benefits Total: \$31,344

Navigation Links

Status Page Name

Note Created By

Last Modified By

DEPARTMENT OF STATE HEALTH SERVICES  
CONTRACT 2014-001286-01



This Contract is entered into by and between the Department of State Health Services (DSHS or the Department), an agency of the State of Texas, and City of Lubbock (Contractor), a Governmental, (collectively, the Parties) entity.

- 1. Purpose of the Contract:** DSHS agrees to purchase, and Contractor agrees to provide, services or goods to the eligible populations.
- 2. Total Amount:** The total amount of this Contract is \$108,204.00.
- 3. Funding Obligation:** This Contract is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, transfer of funds between programs or health and human services agencies, amendment to the Appropriations Act, health and human services agency consolidation, or any other disruptions of current appropriated funding for this Contract, DSHS may restrict, reduce, or terminate funding under this Contract.
- 4. Term of the Contract:** This Contract begins on 09/01/2013 and ends on 08/31/2014. DSHS has the option, in its sole discretion, to renew the Contract. DSHS is not responsible for payment under this Contract before both parties have signed the Contract or before the start date of the Contract, whichever is later.
- 5. Authority:** DSHS enters into this Contract under the authority of Health and Safety Code, Chapter 1001.
- 6. Program Name:** RLSS/LPHS RLSS/Local Public Health System-PnP

## 7. Statement of Work:

CONTRACTOR shall improve or strengthen local public health infrastructure within the State of Texas by:

- Developing objective(s) to address a public health issue;
- Utilizing resources provided through this contract Attachment to conduct activities and services that provide or support the delivery of essential public health services;
- Assessing, monitoring, and evaluating the essential public health activities and services provided through this Program Attachment; and
- Developing strategies to improve the delivery of essential public health service(s) to identified service area.

These tasks shall be performed in accordance with Department of State Health Services (DSHS) Division for Regional and Local Health Services Interlocal Application. The assessment and/or evaluation activities must include measurable standards. Acceptable standards include the National Public Health Performance Standards approved by the Centers for Disease Control and Prevention, Performance Standards developed by the Texas Association of Local Health Officials, Healthy People 2010, and any federal, state or local law or regulation governing the delivery of essential public health services. Other evaluation methods utilizing standards not listed in this Program Attachment must be pre-approved by DSHS.

CONTRACTOR shall perform the activities required under this Program Attachment in the Service Area designated in the most recent version of Section 8. "Service Area" of this contract.

CONTRACTOR shall comply with all applicable federal and state laws, rules, regulations and standards including, but not limited to, the following:

- Chapter 23-11 of the Healthy People 2010;
- Section 121.002, Texas Health & Safety Code, definition of ten essential public health services;
- Government Code, Section 403.1055, "Permanent Fund for Children and Public Health".

CONTRACTOR shall not use funds from the Permanent Fund for Children and Public Health for lobbying expenses under the Government Code, Section 403.1067.

CONTRACTOR shall comply with all applicable regulations, standards, and guidelines in effect on the beginning date of this Program Attachment.

DSHS shall inform CONTRACTOR in writing of any changes to applicable federal and state laws, rules, regulations, standards and guidelines. CONTRACTOR shall comply with the amended law, rule, regulation, standard or guideline except that CONTRACTOR shall inform DSHS Program in writing if it shall not continue performance under this contract Attachment within thirty (30) days of receipt of an amended standard(s) or guideline(s). DSHS may terminate the Program Attachment immediately or within a reasonable period of time as determined by DSHS.

DSHS reserves the right, where allowed by legal authority, to redirect funds in the event of financial shortfalls. DSHS will monitor Contractor's expenditures on a quarterly basis. If expenditures are below that projected in Contractor's total Contract amount, Contractor's budget may be subject to a decrease for the remainder of the Contract term. Vacant positions existing after ninety (90) days may result in a decrease in funds.

CONTRACTOR shall complete the PERFORMANCE MEASURES as stated in the CONTRACTOR'S FY14 Local Public Health Service (LPHS) Service Delivery Plan, and as agreed upon by DSHS, hereby attached as Exhibit.

**BILLING INSTRUCTIONS:**

Contractor shall request payment electronically through the Contract Management and Procurement System (CMPS) with acceptable supporting documentation for reimbursement of the required services/deliverables. Billing will be performed according to CMPS instructions found at the following link <http://www.dshs.state.tx.us/cmeps/>. For assistance with CMPS, please email [CMPS@dshs.state.tx.us](mailto:CMPS@dshs.state.tx.us) or call 1-855-312-8474.

**8. Service Area**

Lubbock County

This section intentionally left blank.

**10. Procurement method:**

Non-Competitive

Interagency/Interlocal

GST-2012-Solicitation-00025

RLHS GOLIVE LPHS PROPOSAL

**11. Renewals:**

Number of Renewals Remaining: 0 Date Renewals Expire: 08/31/2014

**12. Payment Method:**

Cost Reimbursement

**13. Source of Funds:**

93.991, State, State

**14. DUNS Number:**

058213893

**15. Programmatic Reporting Requirements:**

<b>Report Name</b>	<b>Frequency</b>	<b>Period Begin</b>	<b>Period End</b>	<b>Due Date</b>
Project Service Delivery Plan	Quarterly	09/01/2013	11/30/2013	12/30/2013
Project Service Delivery Plan	Quarterly	12/01/2013	02/28/2014	03/31/2014
Project Service Delivery Plan	Quarterly	03/01/2014	05/31/2014	06/30/2014
Project Service Delivery Plan	Quarterly	06/01/2014	08/31/2014	09/30/2014
Financial Status Report	Quarterly	09/01/2013	11/30/2013	12/30/2013
Financial Status Report	Quarterly	12/01/2013	02/28/2014	03/31/2014
Financial Status Report	Quarterly	03/01/2014	05/31/2014	06/30/2014
Financial Status Report	Quarterly	06/01/2014	08/31/2014	10/31/2014

## 16. Special Provisions

General Provisions, Section 1.03 Reporting Article, are revised to include the following paragraph:

Failure to submit a required report of additional requested information by the due date specified in the Program Attachment (s) or upon request constitutes breach of contract, may result in delay payment, and may adversely affect evaluation of Contractor's future contracting opportunities with the department.

Programmatic Reporting Submission Requirements:

Reports and Report signature page should be sent electronically to:

LocalPHTeam@dshs.state.tx.us, or the signature page can sent by facsimile to 512-776-7391. A copy of the report should be sent to the respective DSHS Health Service Region, Attention: Deputy Regional Director.

See Programmatic Reporting Requirements section for required reports.

General Provisions, ARTICLE II SERVICES, Section 2.02 Disaster Services, is revised to include the following:

In the event of a local, state, or federal emergency the Contractor has the authority to utilize approximately 5% of staff's time supporting this Program Attachment for response efforts. DSHS shall reimburse Contractor up to 5% of this Program Attachment funded by Center for Disease Control and Prevention (CDC) for personnel costs responding to an emergency event. Contractor shall maintain records to document the time spent on response efforts for auditing purposes. Allowable activities also include participation of drills and exercises in the pre-event time period. Contractor shall notify the Assigned Contract Manager in writing when this provision is implemented.

General Provisions, Section 12.01 Responsibilities and Restrictions Concerning Governing Board, Officers and Employees, is not applicable to this program Attachment.

General Provisions, Section 12.20 Equipment (Including Controlled Assets) Purchases, is revised to include the following:

For the purpose of this Program Attachment, equipment is not approved as part of the base budget for LPHS. The funds are for direct services. Although, at mid-year of the contract term, if funds are identified as not being used, the funds may be used to purchase equipment in the 3rd quarter of the contract or program attachment term. Contractor must submit proposal to redirect funds with justification as to how the equipment helps achieve the goals, objectives, and deliverables outlined in Exhibit A (Project Service Delivery Plan). The proposal must be submitted to the contract manager assigned to the program attachment.

General Provisions, General Terms Article VIII, Amendment Section 13.15, is amended to include the following:

Contractor must submit all amendment and revision requests electronically through the Contract Management and Procurement System (CMPS) at least 90 days prior to the end of the term of this Program Attachment.

**17. Documents Forming Contract.** The Contract consists of the following:

- a. Contract (this document) 2014-001286-01
- b. General Provisions Subrecipient General Provisions
- c. Attachments Budgets
- d. Declarations Certification Regarding Lobbying, Fiscal Federal Funding Accountability and Transparency Act (FFATA) Certification
- e. Exhibits Exhibit A

Any changes made to the Contract, whether by edit or attachment, do not form part of the Contract unless expressly agreed to in writing by DSHS and Contractor and incorporated herein.

**18. Conflicting Terms.** In the event of conflicting terms among the documents forming this Contract, the order of control is first the Contract, then the General Provisions, then the Solicitation Document, if any, and then Contractor's response to the Solicitation Document, if any.

**19. Payee.** The Parties agree that the following payee is entitled to receive payment for services rendered by Contractor or goods received under this Contract:

Name: City of Lubbock  
 Vendor Identification Number: 17560005906 034

**20. Entire Agreement.** The Parties acknowledge that this Contract is the entire agreement of the Parties and that there are no agreements or understandings, written or oral, between them with respect to the subject matter of this Contract, other than as set forth in this Contract.

I certify that I am authorized to sign this document and I have read and agree to all parts of the contract, including any attachments and addendums.

**Department of State Health Services**

**City of Lubbock**

By:  
Signature of Authorized Official

By:  
Signature of Authorized Official

Date

Date

Name and Title  
 1100 West 49th Street  
 Address  
 Austin, TX 787-4204  
 City, State, Zip

Name and Title  
 Glen C. Robertson, Mayor  
 Address  
 1625 13<sup>th</sup>  
 City, State, Zip  
 Lubbock, TX 79401

Telephone Number

Telephone Number  
(806) 775-2003

E-mail Address

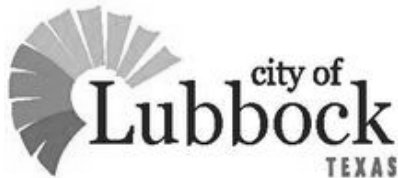
E-mail Address  
grobertson@mylubbock.us

Attest:  
Rebecca Garza, City Secretary

Approved as to form  
John P. Grace  
State Bar No. 00787574

APPROVED AS TO CONTENT:

Rebecca Braudley



**Regular City Council Meeting**

**5. 2.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-00026 Amendment 13 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 90141, South Lubbock Storm Project, and establish and appropriate funding for CIP 92356, Storm Sewer Pipeline Easement; providing for filing; and providing for a savings clause.

**Item Summary**

Amend Capital Improvement Project 90141, South Lubbock Storm Water Project, by decreasing the funding by \$50,000, from \$54,305,000 to \$54,255,000, and establish Capital Improvement Project 92356, Storm Sewer Pipeline Easement, and appropriate \$50,000 for the purpose of acquiring a storm sewer easement for a 96-inch storm sewer pipeline that was constructed in 1940 as part of the South Storm Sewer System. The pipeline was constructed with permission on railroad property. An easement was not acquired at the time of construction, but due to a change in ownership of the property to a private landowner, an easement is required to identify the location of the existing storm sewer pipeline.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

---

**Attachments**

[Ordinance - Budget Amendment 13](#)  
[BA13 CIP Budget Amendment Detail](#)

---

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

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 90141, SOUTH LUBBOCK STORM PROJECT, AND ESTABLISH AND APPROPRIATE FUNDING FOR CIP 92356, STORM SEWER PIPELINE EASEMENT; 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 #13) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 90141, South Lubbock Storm Water Project, by decreasing the funding by \$50,000, from \$54,305,000 to \$54,255,000, and establish Capital Improvement Project 92356, Storm Sewer Pipeline Easement, and appropriate \$50,000 for the purpose of acquiring a storm sewer easement for a 96-inch storm sewer pipeline that was constructed in 1940 as part of the South Storm Sewer System.

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

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

AND IT IS SO ORDERED

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


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

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

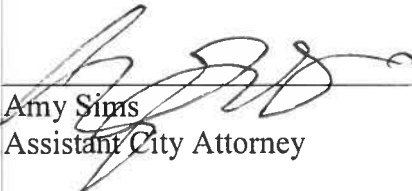
ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

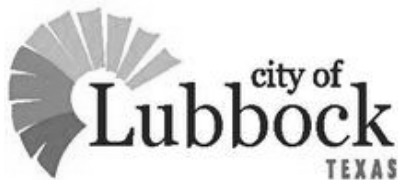
ccdocs/BudgetFY1314.Amend13.ord  
February 19, 2014

**Capital Project  
Project Cost Detail  
Budget Amendments  
February 27, 2014**

Capital Project Number: 90141  
 Capital Project Name: South Lubbock Storm Water Project

Capital Project Number: 92356  
 Capital Project Name: Storm Sewer Pipeline Easement

	<u>90141</u>	<u>92356</u>	<u>Total</u>
<b>Current Appropriation Amount</b>	\$ 54,305,000	-	\$ 54,305,000
<b>Proposed Amendment</b>	(50,000)	50,000	-
<b>Total Proposed Appropriation</b>	<u>\$ 54,255,000</u>	<u>50,000</u>	<u>\$ 54,305,000</u>



**Regular City Council Meeting**

**5. 3.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-00030 Amendment 14 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations, and CIP 92322, Erskine Street – Indiana Avenue to Quaker Avenue; providing for filing; and providing for a savings clause.

**Item Summary**

- I. Amend Capital Improvement Project 91220, Major Repairs at Fire Stations, by increasing the funding by \$250,000, from \$2,345,009 to \$2,595,009, for the renovation of Fire Station No. 11 located at Lubbock Preston Smith International Airport. The funding source is General Fund fund balance.
  
- II. Amend Capital Improvement Project 92322, Erskine Street – Indiana Avenue to Quaker Avenue, by increasing the funding by \$600,000, from \$200,000 to \$800,000. The funding source is Texas Department of Transportation. The design for this project is funded 20 percent local and 80 percent Texas Department of Transportation funding.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

---

**Attachments**

Ordinance - Budget Amendment 14

91220 Amendment Detail

92322 Amendment Detail

---

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

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 91220, MAJOR REPAIRS AT FIRE STATIONS, AND CIP 92322, ERSKINE STREET – INDIANA AVENUE TO QUAKER AVENUE; 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 #14) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 91220, Major Repairs at Fire Stations, by increasing the funding by \$250,000, from \$2,345,009 to \$2,595,009, for the renovation of Fire Station No. 11 located at Lubbock Preston Smith International Airport.
- II. Amend Capital Improvement Project 92322, Erskine Street – Indiana Avenue to Quaker Avenue, by increasing the funding by \$600,000, from \$200,000 to \$800,000.

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

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

AND IT IS SO ORDERED

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


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

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

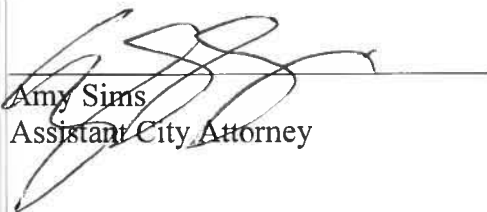
ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

ccdocrs/BudgetFY1314.Amend14.ord  
February 19, 2014

**Capital Project  
Project Cost Detail  
Budget Amendments  
February 27, 2014**

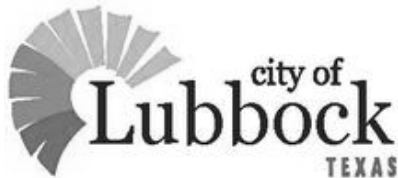
Capital Project Number:	<u>91220</u>
Capital Project Name:	<u>Major Repairs at Fire Stations</u>

<b>Current Project Appropriation Amount</b>	\$ 2,345,009
<b>Proposed Amendment</b>	250,000
<b>Total Proposed Appropriation</b>	<u><u>\$ 2,595,009</u></u>

**Capital Project  
Project Cost Detail  
Budget Amendments  
February 27, 2014**

Capital Project Number: 92322  
Capital Project Name: Erskine Street - Indiana Ave. to Quaker Ave.

<b>Current Project Appropriation Amount</b>	\$ 200,000
<b>Proposed Amendment</b>	600,000
<b>Total Proposed Appropriation</b>	<u>\$ 800,000</u>



**Regular City Council Meeting**

**5. 4.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-00031 Amendment 15 amending the FY 2013-14 Budget for municipal purposes respecting the Water Operating Fund by increasing expenses for equipment purchase; increase the utilization of net assets; and respecting the FY 2013-14 Master Lease; providing for filing; and providing for a savings clause.

**Item Summary**

- I. Amend the FY 2013-14 Master Lease by decreasing the Approved Master Lease for the Water Fund by \$638,000. This will decrease the Total Approved Master Lease from \$12,363,577 to \$11,725,577. The remaining equipment to be purchased for the Water Fund will be purchased utilizing cash instead of master leasing the items.
  
- II. Amend the FY 2013-14 Water Operating Budget by increasing the appropriation for Capital Outlay by \$692,000, from \$493,133 to \$1,185,133, and increase the utilization of net assets by \$692,000, from \$0.00 to \$692,000.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

---

**Attachments**

Ordinance - Budget Amendment 15

---

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

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE BUDGET IN THE WATER OPERATING FUND BY INCREASING EXPENSES FOR EQUIPMENT PURCHASE; INCREASE THE UTILIZATION OF NET ASSETS; AND RESPECTING THE FY 2013-14 MASTER LEASE; 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 #15) for municipal purposes, as follows:

- I. Amend the FY 2013-14 Master Lease by decreasing the Approved Master Lease for the Water Fund by \$638,000. This will decrease the Total Approved Master Lease from \$12,363,577 to \$11,725,577. The remaining equipment to be purchased for the Water Fund will be purchased utilizing cash instead of master leasing the items.
- II. Amend the FY 2013-14 Water Operating Budget by increasing the appropriation for Capital Outlay by \$692,000, from \$493,133 to \$1,185,133, and increase the utilization of net assets by \$692,000, from \$0.00 to \$692,000.

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

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

AND IT IS SO ORDERED

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


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

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

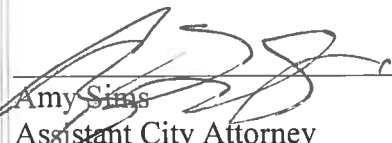
ATTEST:

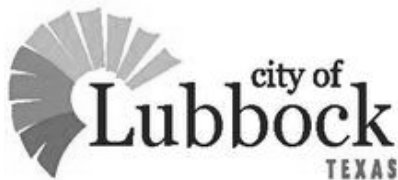
\_\_\_\_\_  
Rebecca Garza  
City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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



**Regular City Council Meeting**

**5. 5.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 16 amending the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on March 3, 2014, to amend Capital Improvement Project (CIP) 92330, 69 kV Transmission Line Reconductoring; amend CIP 92333, Cooke Station Outage; establish and appropriate funding for CIP 92357, Cooke Station Outage - Medium-Term; establish and appropriate funding for CIP 8590, Cooke Station Outage - Short-Term; amend CIP 92334, Massengale Outage; establish and appropriate funding for CIP 8591, Massengale Station Outage - Medium-Term; amend CIP 92335, Brandon Outage; amend CIP 92336, General Plant Outage; amend CIP 92337, FY 2013-14 Distribution Transformers; amend CIP 92339, FY 2013-14 Underground Electric; amend CIP 92340, FY 2013-14 Overhead Lines; amend the LP&L Operating Fund; providing for filing; and providing for a savings clause.

**Item Summary**

- I. Amend Capital Improvement Project 92330, 69 kV Transmission Line Reconductoring, by decreasing the funding in the amount of \$1,400,000, from \$1,500,000 to \$100,000. Amend the funding source by changing it from FY 2014 LP&L Revenue Bonds to FY 2014 LP&L Pay-As-You-Go. The FY 2013-14 appropriation for this project was originally approved for \$1,500,000, funded with revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a major portion of the funding until FY 2014-15. The funding source will change from 20-year revenue bonds to cash.
- II. Amend Capital Improvement Project 92333, Cooke Station Outage, by changing the name to “Cooke Station Outage – Long-Term” and by decreasing the funding in the amount of \$3,600,000, from \$4,850,000 to \$1,250,000. The FY 2013-14 appropriation for this project was originally approved for \$4,850,000, to be funded with 20-year revenue bonds. Staff has reevaluated the project and not all portions of the original request can be funded with bonds as some of the work involves repairs or maintenance and/or the life of the project is less than 20 years. The projects to be initiated in FY 2013-14 include the refurbishment of the Cooke 2 boiler and the purchase and installation of a motor control center (MCC). These projects are expected to have a life of 20-years or more. Staff has delayed long-term repairs and upgrades for Cooke Station until a decision has been made on how to address the 2019 generation issue. Until a decision is made, staff recommends reducing the funding.
- III. Establish Capital Improvement Project 92357, Cooke Station Outage – Medium-Term, and appropriate funding in the amount of \$750,000. The funding source will be 10-year revenue bonds. This project is being created to fund projects that have a life of less than 20 years, but greater than 10 years. The projects to be initiated in FY 2013-14 include a generator overhaul on Cooke 2 and perimeter lighting. These projects are expected to have a life of 10-20 years. Staff has delayed some medium-term repairs and upgrades for Cooke Station until a decision has been made on how to address the 2019 generation issue. The funding source will be 10-year revenue bonds.
- IV. Establish Capital Improvement Project 8590, Cooke Station Outage – Short-Term, and appropriate funding in the amount of \$500,000. The funding source will be FY 2014 LP&L Pay-As-You-Go. This project is being

created to fund projects that have a life of less than 10 years. The projects to be initiated in FY 2013-14 include critical valve repairs and replacements, exterior structure painting, and building piping re-insulation. These projects are expected to have a life of 10 years or less. The funding source will be cash.

- V. Amend Capital Improvement Project 92334, Massengale Outage, by changing the name to “Massengale Station Outage - Long-Term” and by decreasing the funding in the amount of \$650,000, from \$1,500,000 to \$850,000. The funding source remains FY 2014 LP&L Revenue Bonds. The FY 2013-14 appropriation for this project was originally approved for \$1,500,000, funded with 20-year revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a portion of the funding until FY 2014-15. The projects to be initiated in FY 2013-14 include power plant safety upgrades and emergency power upgrades. These projects are expected to have a life of 20-years or more. The funding source will be 20-year revenue bonds.
- VI. Establish Capital Improvement Project 8591, Massengale Station Outage - Medium-Term, and appropriate funding in the amount of \$350,000. The funding source will be FY 2014 10-Year LP&L Revenue Bonds. This project is being created to fund projects that have a life of less than 20 years, but greater than 10 years. The project to be initiated in FY 2013-14 is the refurbishment of six boilers. This project is expected to have a life of 10-20 years. The funding source will be 10-year revenue bonds.
- VII. Amend Capital Improvement Project 92335, Brandon Outage, by changing the funding source from FY 2014 LP&L Revenue bonds to FY 2014 LP&L Pay-As-You-Go. The FY 2013-14 appropriation for the project was originally approved for \$3,500,000 and funded with 20-year revenue bonds. The project is related to a major overhaul of the unit. The funding source of this project is being changed from bonds to cash, as the life of these improvements is less than ten years.
- VIII. Amend Capital Improvement Project 92336, General Plant Outage, by decreasing the funding in the amount of \$1,100,000, from \$1,100,000 to \$0. The FY 2013-14 appropriation for the project was originally approved for \$1,100,000 and funded with revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a portion of the funding until FY 2014-15. One of the projects that was originally intended to be funded from this capital improvement project is now included in 92334, Massengale Outage - Long-Term.
- IX. Amend Capital Improvement Project 92337, FY 2013-14 Distribution Transformers, by changing the funding source from FY 2014 LP&L Pay-As-You-Go to FY 2014 10-Year LP&L Revenue Bonds. The FY 2013-14 appropriation for the project was originally approved for \$2,400,000 and funded with cash. Staff recommends changing the funding source from cash to bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model.
- X. Amend Capital Improvement Project 92339, FY 2013-14 Underground Electric, by changing the funding source from FY 2014 LP&L Pay-As-You-Go to FY 2014 10-Year LP&L Revenue Bonds. The FY 2013-14 appropriation for the project was originally approved for \$2,400,000 and funded with cash. Staff recommends changing the funding source from cash to bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model.
- XI. Amend Capital Improvement Project 92340, FY 2013-14 Overhead Lines, by changing the funding source as follows: decreasing FY 2014 LP&L Pay-As-You-Go by \$1,055,000, from \$1,450,000 to \$395,000; and adding \$1,055,000 FY 2014 10-Year LP&L Revenue Bonds. The FY 2013-14 appropriation for the project is approved for \$1,450,000 and funded with cash. Staff recommends changing the funding source from cash to a blend of cash and revenue bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L’s long-term financial model. The funding source will be \$395,000 from cash and \$1,055,000 from 10-year revenue bonds.
- XII. Amend the Lubbock Power and Light (LP&L) Operating Fund by decreasing the transfer to the Capital Project Fund by \$1,755,000, from \$10,789,250 to \$9,034,250.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

---

**Attachments**

Budget Ordinance 16

Resolution - LP&L

LP&L Resolution Exhibit

---

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

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM IN THE LUBBOCK POWER AND LIGHT (LP&L) ENTERPRISE FUND PER RECOMMENDATION BY THE ELECTRIC UTILITY BOARD ON MARCH 3, 2014, TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92330, 69 KV TRANSMISSION LINE RECONDUCTORING; AMEND CIP 92333, COOKE STATION OUTAGE; ESTABLISH AND APPROPRIATE FUNDING FOR CIP 92357, COOKE STATION OUTAGE - MEDIUM-TERM; ESTABLISH AND APPROPRIATE FUNDING FOR CIP 8590, COOKE STATION OUTAGE - SHORT-TERM; AMEND CIP 92334, MASSENGALE OUTAGE; ESTABLISH AND APPROPRIATE FUNDING FOR CIP 8591, MASSENGALE STATION OUTAGE - MEDIUM-TERM; AMEND CIP 92335, BRANDON OUTAGE; AMEND CIP 92336, GENERAL PLANT OUTAGE; AMEND CIP 92337, FY 2013-14 DISTRIBUTION TRANSFORMERS; AMEND CIP 92339, FY 2013-14 UNDERGROUND ELECTRIC; AMEND CIP 92340, FY 2013-14 OVERHEAD LINES; AMEND THE LP&L OPERATING 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 #16) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92330, 69 kV Transmission Line Reconductoring, by decreasing the funding in the amount of \$1,400,000, from \$1,500,000 to \$100,000. Amend the funding source by changing it from FY 2014 LP&L Revenue Bonds to FY 2014 LP&L Pay-As-You-Go.
- II. Amend Capital Improvement Project 92333, Cooke Station Outage, by changing the name to "Cooke Station Outage – Long-Term" and by decreasing the funding by \$3,600,000, from \$4,850,000 to \$1,250,000.

- III. Establish Capital Improvement Project 92357, Cooke Station Outage – Medium-Term, and appropriate funding in the amount of \$750,000. The funding source will be 10-year revenue bonds.
- IV. Establish Capital Improvement Project 8590, Cooke Station Outage – Short-Term, and appropriate funding in the amount of \$500,000. The funding source will be FY 2014 LP&L Pay-As-You-Go.
- V. Amend Capital Improvement Project 92334, Massengale Outage, by changing the name to “Massengale Station Outage - Long-Term” and by decreasing the funding in the amount of \$650,000, from \$1,500,000 to \$850,000. The funding source remains FY 2014 LP&L Revenue Bonds.
- VI. Establish Capital Improvement Project 8591, Massengale Station Outage - Medium-Term, and appropriate funding in the amount of \$350,000. The funding source will be FY 2014 10-Year LP&L Revenue Bonds.
- VII. Amend Capital Improvement Project 92335, Brandon Outage, by changing the funding source from FY 2014 LP&L Revenue bonds to FY 2014 LP&L Pay-As-You-Go.
- VIII. Amend Capital Improvement Project 92336, General Plant Outage, by decreasing the funding in the amount of \$1,100,000, from \$1,100,000 to \$0.
- IX. Amend Capital Improvement Project 92337, FY 2013-14 Distribution Transformers, by changing the funding source from FY 2014 LP&L Pay-As-You-Go to FY 2014 10-Year LP&L Revenue Bonds.
- X. Amend Capital Improvement Project 92339, FY 2013-14 Underground Electric, by changing the funding source from FY 2014 LP&L Pay-As-You-Go to FY 2014 10-Year LP&L Revenue Bonds.
- XI. Amend Capital Improvement Project 92340, FY 2013-14 Overhead Lines, by changing the funding source as follows: decreasing FY 2014 LP&L Pay-As-You-Go by \$1,055,000, from \$1,450,000 to \$395,000; and adding \$1,055,000 FY 2014 10-Year LP&L Revenue Bonds.
- XII. Amend the Lubbock Power and Light (LP&L) Operating Fund by decreasing the transfer to the Capital Project Fund by \$1,755,000, from \$10,789,250 to \$9,034,250.

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

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

AND IT IS SO ORDERED

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


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

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


ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

ccdocr/BudgetFY1314.Amend16.ord  
March 3, 2014

**RESOLUTION**

WHEREAS, the City of Lubbock has a responsibility to its citizens to carefully budget and account for the financing and funding of Lubbock Power & Light, prudently managing Lubbock Power & Light's municipal finances, and plan for the adequate funding of services by Lubbock Power & Light;


WHEREAS, the purpose of the budget for Lubbock Power & Light is achieve the goals outlined above and to achieve a long-term stable and positive financial position of Lubbock Power & Light by exercising integrity, prudence, responsible stewardship, and planning accountability;

WHEREAS, the Electric Utility Board is charged with approving an annual budget and submitting a budget and any amendments thereto for Lubbock Power & Light to the City Council pursuant to Division 12, Section 2.03.415(a) of the Code of Ordinances of the City of Lubbock;  
NOW THEREFORE:

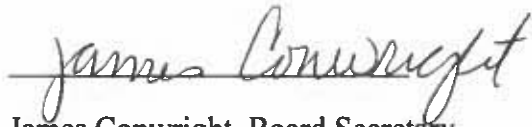
BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

THAT the Electric Utility Board request that the City Council amend the City of Lubbock's Budget for Lubbock Power & Light for fiscal year 2013-2014, such amendment being attached to this resolution and incorporated herein as though set forth fully herein, and, as amended, Lubbock Power & Light's budget shall be adopted as the part of the official City of Lubbock Budget for fiscal year 2013-2014.

Passed by the Electric Utility Board this 3 day of March, 2014

  
Greg Taylor, Chairman

ATTEST:



James Conwright, Board Secretary

APPROVED AS TO CONTENT:



Gary Zheng

Director of Electric Utilities

APPROVED AS TO FORM:



Todd Kimbrough

General Counsel



## Lubbock Power & Light Electric Utility Board

### Agenda Item Summary Budget Amendment FY 2013-14

**Meeting Date:** March 3, 2014

---

#### **Summary:**

Consider a budget amendment, amending the FY 2013-14 Capital Program to amend Capital Improvement Project (CIP) 92330, 69kV Transmission Line Reconductoring; 92333, Cooke Station Outage; 92334, Massengale Outage; 92335, Brandon Outage; 92336, General Plant Outage; 92337, FY 2013-14 Distribution Transformers; 92339, FY 2013-14 Underground Electric; 92340, FY 2013-14 Overhead Lines; and to establish three new CIPs titled "Cooke Station Outage – Medium Term"; "Cooke Station Outage – Short Term"; and "Massengale Station Outage – Medium Term".

#### **Background/Fiscal Impact:**

- 1) Amend CIP # 92330 – 69 kV Transmission Line Reconductoring – by decreasing the funding in the amount of \$1,400,000, from \$1,500,000 to \$100,000. The FY 2013-14 appropriation for this project was originally approved for \$1,500,000, funded with revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a major portion of the funding until FY 2014-15. The funding source will change from 20-year revenue bonds to cash.
- 2) Amend CIP # 92333 – Cooke Station Outage – by changing the name to "Cooke Station Outage – Long-Term" and by decreasing the funding in the amount of \$3.6 million, from \$4,850,000 to \$1,250,000. The FY 2013-14 appropriation for this project was originally approved for \$4,850,000, to be funded with 20-year revenue bonds. Staff has reevaluated the project and not all portions of the original request can be funded with bonds as some of the work involves repairs or maintenance and/or the life of the project is less than 20 years. The projects to be initiated in FY 2013-14 include the refurbishment of the Cooke 2 boiler and the purchase and installation of a motor control center (MCC). These projects are expected to have a life of 20-years or more.

Staff has delayed long-term repairs and upgrades for Cooke Station until a decision has been made on how to address the 2019 generation issue. Until a decision is made, staff recommends reducing the funding. The revised funding source will be 20-year revenue bonds.



**Lubbock Power & Light  
Electric Utility Board**

Agenda Item Summary  
Budget Amendment  
FY 2013-14

**Meeting Date:** March 3, 2014

---

- 3) Establish CIP #92357 – Cooke Station Outage, Medium-Term – and appropriate funding in the amount of \$750,000. This project is being created to fund projects that have a life of less than 20 years, but greater than 10 years. The projects to be initiated in FY 2013-14 include a generator overhaul on Cooke 2 and perimeter lighting. These projects are expected to have a life of 10-20 years.

Staff has delayed some medium-term repairs and upgrades for Cooke Station until a decision has been made on how to address the 2019 generation issue. The funding source will be 10-year revenue bonds.

- 4) Establish CIP #8590 – Cooke Station Outage, Short-Term – and appropriate funding in the amount of \$500,000. This project is being created to fund projects that have a life of less than 10 years. The projects to be initiated in FY 2013-14 include critical valve repairs and replacements, exterior structure painting, and building piping re-insulation. These projects are expected to have a life of 10 years or less. The funding source will be cash.
- 5) Amend CIP # 92334 – Massengale Outage – by changing the name to “Massengale Station Outage, Long-Term” and by decreasing the funding in the amount of \$650,000, from \$1,500,000 to \$850,000. The FY 2013-14 appropriation for this project was originally approved for \$1,500,000, funded with 20-year revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a portion of the funding until FY 2014-15. The projects to be initiated in FY 2013-14 include power plant safety upgrades and emergency power upgrades. These projects are expected to have a life of 20-years or more. The funding source will be 20-year revenue bonds.
- 6) Establish CIP #8591 – Massengale Station Outage, Medium-Term – and appropriate funding in the amount of \$350,000. This project is being created to fund projects that have a life of less than 20 years, but greater than 10 years. The project to be initiated in FY 2013-14 is the refurbishment of six boilers. This project is expected to have a life of 10-20 years. The funding source will be 10-year revenue bonds.
- 7) Amend CIP # 92335 – Brandon Outage – by changing the funding source from bonds to cash. The FY 2013-14 appropriation for this project was originally approved for \$3,500,000, funded with 20-year revenue bonds. The project is related to a major overhaul of the unit. The funding source of



**Lubbock Power & Light  
Electric Utility Board**

Agenda Item Summary  
Budget Amendment  
FY 2013-14

**Meeting Date:** March 3, 2014

---

this project is being changed from bonds to cash, as the life of these improvements is less than ten years.

- 8) Amend CIP # 92336 – General Plant Outage – by decreasing the funding in the amount of \$1,100,000, from \$1,100,000 to \$0. The FY 2013-14 appropriation for this project was originally approved for \$1,100,000, funded with revenue bonds. Staff has reevaluated the timing of the project and has decided to delay a portion of the funding until FY 2014-15. One of the projects that was originally intended to be funded from this CIP is now included in CIP # 92334 – Massengale Outage, Long-Term.
- 9) Amend CIP # 92337 – FY 2013-14 Distribution Transformers – by changing the funding source from cash to 10-year revenue bonds. The FY 2013-14 appropriation for this project was originally approved for \$2,400,000, funded with cash. Staff recommends changing the funding source from cash to bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L's long-term financial model.
- 10) Amend CIP # 92339 – FY 2013-14 Underground Electric – by changing the funding source from cash to 10-year revenue bonds. The FY 2013-14 appropriation for this project was originally approved for \$2,400,000, funded with cash. Staff recommends changing the funding source from cash to bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L's long-term financial model.
- 11) Amend CIP # 92340 – FY 2013-14 Overhead Lines – by changing a portion of the funding source from cash to 10-year revenue bonds. The FY 2013-14 appropriation for this project was originally approved for \$1,450,000, funded with cash. Staff recommends changing the funding source from cash to a blend of cash and revenue bonds in order to maintain the current allocation of 65% bonds and 35% cash as identified in LP&L's long-term financial model. The funding source will be \$395,000 from cash and \$1,055,000 from 10-year revenue bonds.
- 12) Decrease the transfer from the LP&L Operating Fund to the LP&L Capital Fund by decreasing the funding in the amount of \$1,755,000, from \$10,789,250 to \$9,034,250.



**Lubbock Power & Light  
Electric Utility Board**

Agenda Item Summary  
Budget Amendment  
FY 2013-14

**Meeting Date:** March 3, 2014

**Appropriation:**

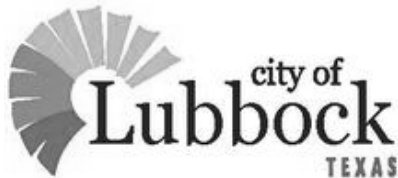
CIP #	Description	Adopted Budget FY 2013-14	Change in Funding	Amended FY 2013-14
92330	69KV Transmission Line Recond	\$ 1,500,000	\$ (1,400,000)	\$ 100,000
92333	Cooke Station Outage, Long-Term	4,850,000	(3,600,000)	1,250,000
NEW	Cooke Station Outage, Medium-Term	-	750,000	750,000
NEW	Cooke Station Outage, Short-Term	-	500,000	500,000
92334	Massengale Outage, Long-Term	1,500,000	(650,000)	850,000
NEW	Massengale Outage, Medium-Term	-	350,000	350,000
92335	Brandon Outage	3,500,000	-	3,500,000
92336	General Plant Outage	1,100,000	(1,100,000)	-
92337	13-14 Distribution Transformer	2,400,000	-	2,400,000
92339	13-14 Underground Electric	2,400,000	-	2,400,000
92340	13-14 Overhead Lines	1,450,000	-	1,450,000
	<b>TOTAL EXPENDITURES</b>	<b>\$ 18,700,000</b>	<b>\$ (5,150,000)</b>	<b>\$ 13,550,000</b>

**Funding Sources:**

Description	Adopted Budget FY 2013-14	Change in Funding	Amended FY 2013-14
Cash	\$ 6,250,000	\$ (1,755,000)	\$ 4,495,000
10-Year Bond Funding	-	6,955,000	6,955,000
20-Year Bond Funding	12,450,000	(10,350,000)	2,100,000
<b>TOTAL EXPENDITURES</b>	<b>\$ 18,700,000</b>	<b>\$ (5,150,000)</b>	<b>\$ 13,550,000</b>

**Recommendation:**

Staff recommends Board approval of the attached budget amendment.



**Regular City Council Meeting**

**5. 6.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 17 amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92352, Taste and Odor Control, and CIP 91003, Bailey County Well Field Improvements; providing for filing; and providing for a savings clause.

**Item Summary**

- I. Amend Capital Improvement Project 92352, Taste and Odor Control, by decreasing the funding in the amount of \$100,000, from \$100,000 to \$0.00, and close the project. The project is no longer necessary due to recent improvements to the north treatment plant.
  
- II. Amend Capital Improvement Project 91003, Bailey County Well Field Improvements by decreasing the funding in the amount of \$13,664,677, from \$18,650,260 to \$4,985,583. The project has been delayed and is not expected to resume until FY 2014-15. The existing funding will be utilized in other projects that will proceed this fiscal year which reduces the amount of debt to be issued in this fiscal year. This project will be proposed for re-funding in FY 2014-15.

**Fiscal Impact**

Included in Item Summary.

**Staff/Board Recommending**

Cheryl Brock, Executive Director of Budget

---

**Attachments**

Budget Ordinance 17

CIP Detail Sheet - 92352

CIP Detail Sheet - 91003

---

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

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92352, TASTE AND ODOR CONTROL, AND CIP 91003, BAILEY COUNTY WELL FIELD IMPROVEMENTS; 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 #17) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92352, Taste and Odor Control, by decreasing the funding in the amount of \$100,000, from \$100,000 to \$0.00, and close the project.
- II. Amend Capital Improvement Project 91003, Bailey County Well Field Improvements by decreasing the funding in the amount of \$13,664,677, from \$18,650,260 to \$4,985,583.

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

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

AND IT IS SO ORDERED

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


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

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


ATTEST:

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

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

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

ccdocs/BudgetFY1314.Amend17.ord  
March 3, 2014

**Capital Project  
Project Cost Detail  
Budget Amendments  
March 13, 2014**

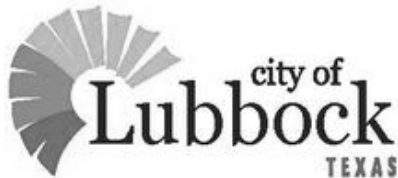
Capital Project Number: 92352  
Capital Project Name: Taste and Odor Control

<b>Current Project Appropriation Amount</b>	\$ 100,000
<b>Proposed Amendment</b>	(100,000)
<b>Total Proposed Appropriation</b>	<u>\$ -</u>

**Capital Project  
Project Cost Detail  
Budget Amendments  
March 13, 2014**

Capital Project Number: 91003  
Capital Project Name: Bailey County Well Field Improvements

<b>Current Project Appropriation Amount</b>	\$ 18,650,260
<b>Proposed Amendment</b>	(13,664,677)
<b>Total Proposed Appropriation</b>	<u><u>\$ 4,985,583</u></u>



**Regular City Council Meeting**

**5.7.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0027 abandoning and closing a 10-foot underground utility easement located in Section 36, Block AK, Lubbock County.

**Item Summary**

This ordinance abandons and closes a 10-foot underground utility easement located in Section 36, Block AK, which is south of 62nd Street and east of Milwaukee Avenue. Public Works Engineering and all utility companies are in agreement with the easement closures. In the closure process the easement closure will remain a water line easement.

**Fiscal Impact**

None.

**Staff/Board Recommending**

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

---

**Attachments**

Ordinance - Section 36, Block AK

---

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

AN ORDINANCE ABANDONING AND CLOSING A 10-FOOT UNDERGROUND UTILITY EASEMENT LOCATED IN SECTION 36, BLOCK AK AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING AN EASEMENT FOR A WATER LINE; 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 10-foot underground utility 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;

WHEREAS, said abandonment shall in no way affect any water line easements, present or future and a water line easement is hereby expressly reserved; NOW THEREFORE:

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

SECTION 1. THAT the 10-foot underground utility easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement portion being more particularly described as Exhibit "A".

SECTION 2. THAT a water line easement is hereby reserved on the property described in Section 1, above, and such water line easement is reserved and retained with the right of ingress and egress at all times for such purpose, and a water line easement is also reserved for any and all existing water pipelines within said property together with all rights appurtenant to the continuation of such use.

SECTION 3. 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 4. 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 5. 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 on \_\_\_\_\_.


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

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


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Dave Booher, Right-of-Way Agent

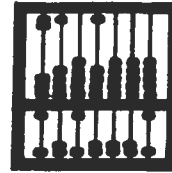
APPROVED AS TO FORM:

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

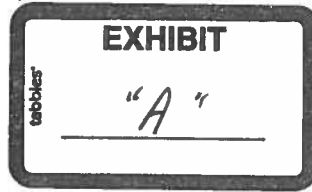
ccdocs/A&C- Section 36, Block AK.ord  
2.03.14

# ABACUS ENGINEERING SURVEYING

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



"Count on it"



FIELD NOTES on a 3000 square feet tract out of the tract described in Volume 8631, Page 306, Lubbock County Official Public Records and out of Section 36, Block AK, Lubbock County, Texas and out of the 2.755 acre tract described in Lubbock County Clerk File # 2012043116, being further described by metes and bounds as follows:

BEGINNING at a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of the 2.755 acre tract and the Southwest corner of this tract whence the Southwest corner of Section 36, Block AK bears N 88°10'18" W (Texas North Central Zone Bearing Basis), 681.96 feet and S 01°44'49" W, 689.41 feet;

THENCE N 01°49'42" E, 10 feet to the Northwest corner of this tract;

THENCE S 88°10'18" E, 300 feet to the Northeast corner of this tract;

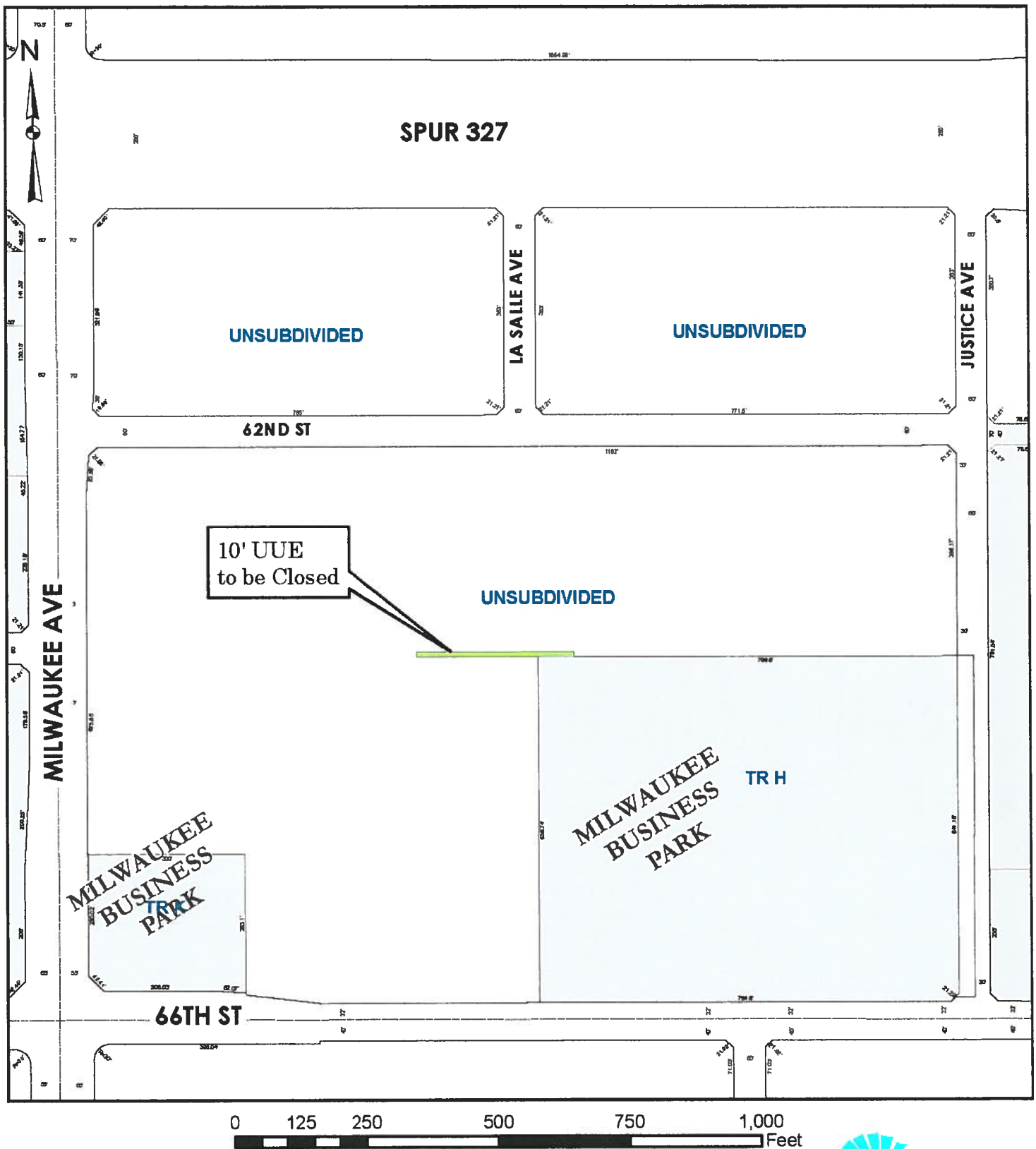
THENCE S 01°49'42" W, 10 feet to a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southeast corner of this tract;

THENCE N 88°10'18" W, along the South line of the 2.755 acre tract, 300 feet to the Place of Beginning and containing 3000 square feet including any Right of Way.

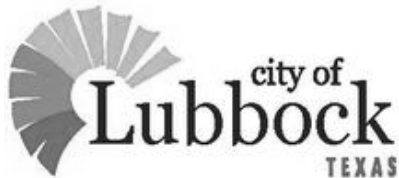
December 7, 2012

J. M. Cieszinski, RPLS # 4460

Proposed Closing of a 10' wide Underground Utility Easement  
 Located South of Spur 327 and East of Milwaukee Avenue  
 as Dedicated in CCFN 2012050305



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:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0028 abandoning and closing a drainage easement located in Section 18, Block E-2, Lubbock County, Texas.

**Item Summary**

This ordinance abandons and closes a drainage easement in Section 18, Block E-2, which is located south of 98th Street and west of Indiana Avenue. A new drainage easement will be dedicated in the platting process of the final plat Tract F, High Country.

Storm Water Engineering is in agreement with this closure.

**Fiscal Impact**

None.

**Staff/Board Recommending**

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

---

**Attachments**

Ordinance - Section 18, Block E-2

---

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

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT, LOCATED IN SECTION 18, BLOCK E-2, 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 on \_\_\_\_\_, 2014.

Passed by the City Council on second reading on \_\_\_\_\_, 2014.

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

ATTEST:


---

Rebecca Garza, City Secretary

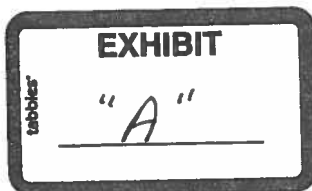
APPROVED AS TO CONTENT:

  
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

  
Chad Weaver, Assistant City Attorney

A&C-Easements-Section 18 Block E-2.ord  
01.15.2014



After Recording Return To: Coldwell Banker Commercial, 4924 S. Loop 289, Lubbock, Texas 79414  
Attn: Scott Womack

22081

VOL 9989 PAGE 110

**DEDICATION OF  
DRAINAGE EASEMENT**

**DANBE PARTNERS, LTD.**, a Texas limited partnership ("Owner") is the owner of the following tract of land located in the City of Lubbock, Lubbock County, Texas, said tract being more particularly described as follows:

**METES AND BOUNDS DESCRIPTION** for a drainage easement being a portion of a 14.25 acre tract located in Section 18, Block E-2, Lubbock County, Texas, said easement being further described as follows:

**BEGINNING** at a point in the West line of a 1.76 acre tract from which a 1/2" iron rod with cap found at the Southwest corner of said 1.76 acre tract bears S. 00°01'47" W. a distance of 59.25 feet, for the Southeast corner of this tract, which bears S. 00°00'51" E. a distance of 275.00 feet and S. 89°59'32" W. a distance of 499.07 feet from the Northeast corner of said Section 18;

**THENCE** S. 89°59'32" W. a distance of 20.00 feet to a point for the Southwest corner of this tract;

**THENCE** N. 00°01'47" E. a distance of 219.80 feet to a point in the South right-of-way line of 82<sup>nd</sup> Street for the Northwest corner of this tract;

**THENCE** S. 87°08'02" E. a distance of 20.02 feet to a 1/2" iron rod with cap found at the Northwest corner of said 1.76 acre tract for the Northeast corner of this tract;

**THENCE** S. 00°01'47" W., along the West line of said 1.76 acre tract a distance of 218.80 feet to the Point of Beginning.

Contains: 4385 square feet or 0.101 of an acre

In consideration of the benefits to be derived by its remaining property in the vicinity, Owner hereby dedicates the above-described property to the PUBLIC for PUBLIC USE forever as a drainage easement.

Owner reserves the right to use the above-described property for any purpose which

does not unreasonably and adversely interfere with the use of such property for the purposes stated herein. If any person, in connection with the use of any of the easements dedicated herein, shall damage or destroy any paved parking, landscaping, irrigation systems or other improvements installed on the above-described property by Owner, its successors, legal representatives or assigns, such person, at its expense, promptly shall repair and replace such damaged or destroyed improvements so that the same are in as good a condition as they were in prior to the damage or destruction.

AMERICAN BANK OF COMMERCE, holder of a lien of record against the above-described property, joins in this dedication for the sole purpose of consenting thereto and subordinating its rights in the above-described property to the dedications contained herein.

EXECUTED as of the 26<sup>th</sup> day of January, 2005.

**OWNER:**

DANBE PROPERTIES, LTD., Texas  
limited partnership  
By: DEASIS MANAGEMENT CORP.,  
a Texas corporation, General Partner

By: Jose D. DeAsis  
Jose D. DeAsis, President

**LENDER:**

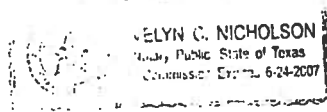
AMERICAN BANK OF COMMERCE

By: [Signature]  
Printed Name: David J. [Signature]  
Title: Asst. Vice President

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 26<sup>th</sup> day of JANUARY, 2005, by BROOKE JACKSON, ASSISTANT VICE PRESIDENT of AMERICAN BANK OF COMMERCE, a banking corporation, on behalf of said banking corporation.



Evelyn Nicholson  
Notary Public, State of Texas  
Printed Name: EVELYN NICHOLSON  
Commission Expires: 6-24-07

SEAL

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 26 day of January, 2005, by Jose D. DeAsis, President of DEASIS MANAGEMENT CORP., a Texas corporation, on behalf of said corporation as General Partner of DANBE PROPERTIES, LTD., Texas limited partnership, on behalf of said limited partnership.



Beth L. Trennepohl  
Notary Public, State of Texas  
Printed Name: Beth L. Trennepohl  
Commission Expires: 2/3/08

SEAL

FILED FOR RECORD

2005 JUN -9 AM 11:18

Naris Reiff  
COUNTY CLERK, LUBBOCK COUNTY, TEXAS

STATE OF TEXAS  
COUNTY OF LUBBOCK

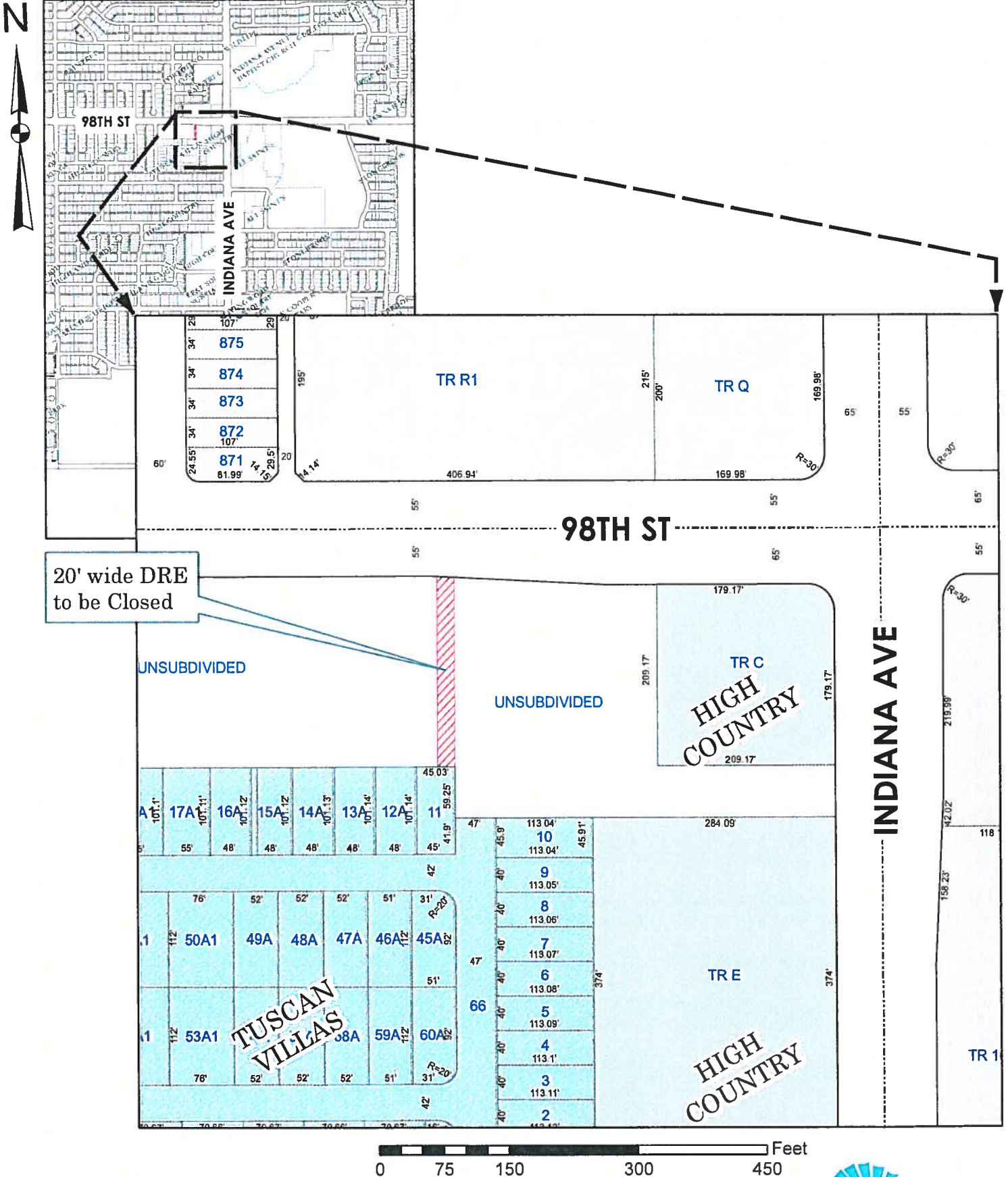
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Volume and Page of the Official Public Records of Lubbock County, Texas as stamped hereon by me.

JUN 9 2005



Naris Reiff  
COUNTY CLERK  
LUBBOCK COUNTY, TEXAS

Proposed Closing of a 20' wide Drainage Easement  
 Located West of Tract C, High Country Addition,  
 and Between 98th Street and Lot 11, Tuscan Villas Addition,  
 in Section 18, Block E-2 as Dedicated in V.9889 P.110



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:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2014-O0029 abandoning and closing a temporary drainage easement located in Section 21, Block AK, Lubbock County, Texas.

**Item Summary**

This ordinance abandons and closes a temporary drainage easement in Section 21, Block AK, which is located north of 114th Street and west of Frankford Avenue. In the platting process the closed easement will be dedicated as Gardner Avenue.

Storm Water Engineering is in agreement with this closure.

**Fiscal Impact**

None.

**Staff/Board Recommending**

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

---

**Attachments**

Ordinance - Section 21, Block AK

---

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

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY DRAINAGE EASEMENT, LOCATED IN SECTION 21, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the 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 the attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this \_\_\_\_\_, 2014.

Passed by the City Council on second reading this \_\_\_\_\_, 2014.

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

ATTEST:

---

Rebecca Garza, City Secretary


APPROVED AS TO CONTENT:

---

Dave Booher, Right-of-Way Agent

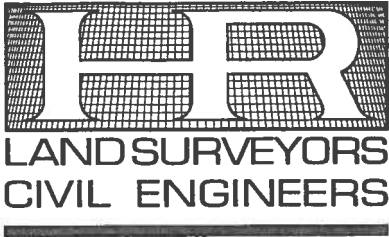
APPROVED AS TO FORM:

---

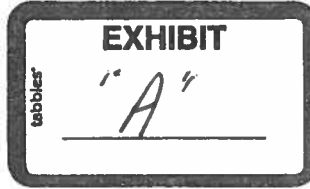
Chad Weaver, Assistant City Attorney

A&C-DEasement, Section 21, Blk AK.ord  
2.4.14



# HUGO REED AND ASSOCIATES, INC.

1601 Avenue N / Lubbock, Texas 79401 / 806/763-5642 / FAX 806/763-3891



## Proposed Temporary Drainage Easement

METES AND BOUNDS DESCRIPTION for a tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a railroad spike set in the south line of Section 21, Block AK, which bears S. 89°52'05" W., 815.63 feet from the Southeast corner of Section 21, Block AK, Lubbock County, Texas;

THENCE S. 89°52'05" W. along the South line of Section 21, Block AK, a distance of 48.00 feet to a railroad spike set;

THENCE N. 00°02'05" E. a distance of 514.37 feet to a 1/2" iron rod with cap found;

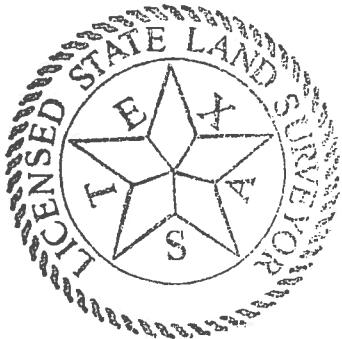
THENCE S. 89°48'36" E. a distance of 48.00 feet to a 1/2" iron rod with cap found;

THENCE S. 00°02'05" W. a distance of 514.10 feet to the Point of Beginning.

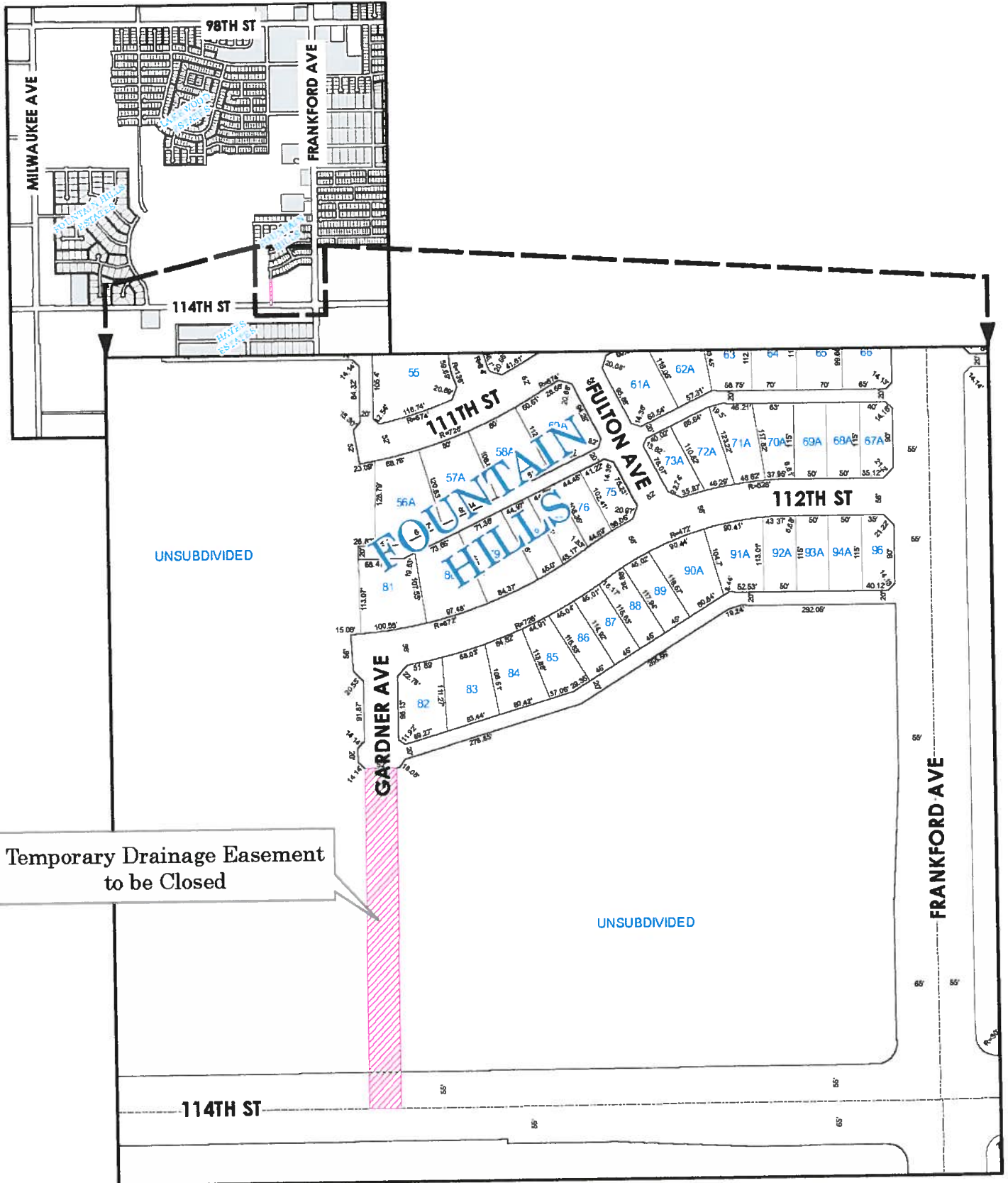
CONTAINS: 0.567 acre

July 22, 2004

Robert A. Christopher  
Registered Professional  
Land Surveyor No. 5167  
Licensed State Land Surveyor



# Proposed Closing of a Temporary Drainage Easement (V9522 P284) Located West of Frankford Avenue & South of 112th Street, Section 21, Block AK

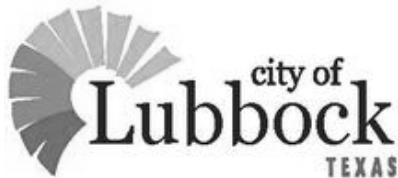


Temporary Drainage Easement  
to be Closed



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:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 300.08 square foot tract of land (alley stub) out of Lots 185-277, Vintage Township, Lubbock County, Texas.

**Item Summary**

This ordinance abandons and closes a 300.08 square foot tract of land (alley stub) out of Vintage Township, which is located south of 121st Street between Topeka and Trafagar Avenues. The closure is due to new development in the area. Public Works Engineering and all utility companies are in agreement with the closure.

**Fiscal Impact**

None

**Staff/Board Recommending**

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

---

**Attachments**

Ordinance - Vintage Township

---

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

AN ORDINANCE ABANDONING AND CLOSING AN ALLEY RIGHT-OF-WAY (ALLEY STUB), LOCATED IN VINTAGE TOWNSHIP, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the right-of-way (alley stub) hereinafter described in the body of this Ordinance is no longer needed for right-of-way purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for right-of-way 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 right-of-way (alley stub) as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for right-of-way purposes and for public use, such right-of-way being more particularly described as 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 \_\_\_\_\_, 2014.


Passed by the City Council on second reading this \_\_\_\_\_, 2014.

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

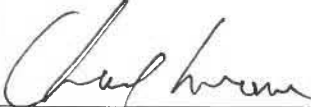
ATTEST:

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

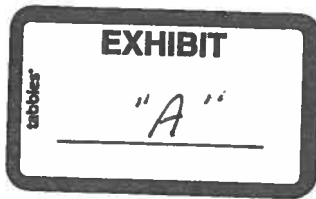
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

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

Vintage Township.ord  
2.19.14



METES & BOUNDS DESCRIPTION of an 300.08 square feet tract out of Vintage Township, Lots 185 - 277, as recorded in County Clerks File Number 2010037938, Official Property Records of Lubbock County, Texas, (OPRLCT) being further described as follows:

BEGINNING at a "Crow's Foot" found cut in concrete, in the Southeasterly line of a 20 foot wide alley, which bears S. 41° 40' 33" E. a distance of 20.00 feet and N. 47° 16' 08" E. a distance of 118.18 feet from a 1/2" iron rod found with cap inscribed "HR & ASSOC" found at the most Southerly corner of Lot 274, said Vintage Township.

THENCE S. 87° 45' 12" E., a distance of 14.15 feet to a 1/2" iron rod with cap inscribed "RPLS 4263" (herein after referred to as an OJD cap) found for a corner of this tract.

THENCE N. 47° 16' 08" E., a distance of 20.00 feet to an OJD cap found for a corner of this tract.

THENCE N. 02° 14' 48" E., a distance of 14.14 feet to an OJD cap found for a corner of this tract.

THENCE S. 47° 16' 05" W., a distance of 40.00 feet to the place of BEGINNING and containing 300.08 square feet of land.

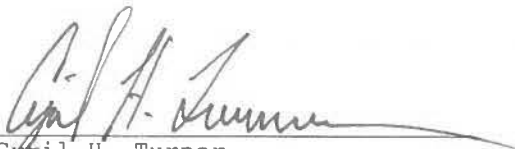
Bearings based on Record Bearings of Lots 185 - 277, Vintage Township.

\* \* \* \* \*

STATE OF TEXAS : KNOW ALL MEN BY THESE PRESENTS, that I,  
Cyril H. Turner, Registered  
COUNTY OF LUBBOCK : Professional Land Surveyor, do hereby  
certify that I did cause to be surveyed  
on the ground the above described tract of land, and to the best of my  
knowledge and belief, the said description is true and correct.

IN WITNESS THEREOF, my hand and seal, this the 6th day of February, A.D.,  
2014.



  
Cyril H. Turner  
Registered Professional  
Land Surveyor #6460

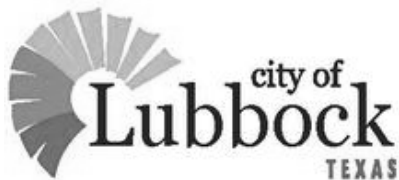
# Proposed Closing of an Alley Stub Located South of 121st Place and Between Topeka and Trafalgar Avenues, Vintage Township Addition



0 25 50 100 150 200 Feet

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





**Regular City Council Meeting**

**5. 11.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing two 10-foot underground utility easements located in Section 36, Block AK, Lubbock County, Texas.

**Item Summary**

This ordinance abandons and closes two 10-foot underground utility easements located in Section 36, Block AK, which is south of 62nd Street and east of Milwaukee Avenue. Public Works Engineering and all utility companies are in agreement with the easement closures. In the closure process the easement closures will remain as a water line easement.

**Fiscal Impact**

None

**Staff/Board Recommending**

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

---

**Attachments**

Ordinance - Section 36, Block AK

---

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

AN ORDINANCE ABANDONING AND CLOSING TWO 10-FOOT UNDERGROUND UTILITY EASEMENTS LOCATED IN SECTION 36, BLOCK AK, LUBBOCK COUNTY, TEXAS, AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING A WATER LINE EASEMENT; 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 PUBLICATON.

WHEREAS, the City Council finds that the two 10-foot underground utility easements as hereinafter described in the body of this Ordinance are no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and;

WHEREAS, said abandonment shall in no way affect any water line easement which is hereby expressly reserved; NOW THEREFORE:

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

SECTION 1. THAT the two 10-foot underground utility easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easement portions being more particularly described as Exhibit "A" and "B".

SECTION 2. THAT a water line easement is hereby reserved on the property described in Section 1, above, and such water line easement is reserved and retained with the right of ingress and egress at all times for such purpose.

SECTION 3. 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 4. 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 5. 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 on \_\_\_\_\_.

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

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


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Dave Booher, Right-of-Way Agent

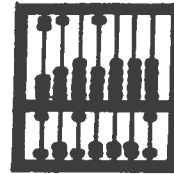
APPROVED AS TO FORM:

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

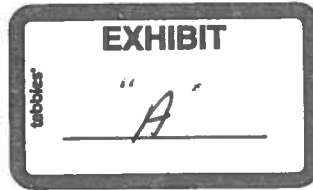
ccdocs/A&C-Section 36,Blk AK.ord  
2.4.14

# ABACUS ENGINEERING SURVEYING

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



"Count on it"



FIELD NOTES on a 4000 square feet tract out of the tract described in Volume 8631, Page 306, Lubbock County Official Public Records and out of Section 36, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a found 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of the 2.755 acre tract described in Lubbock County Clerk File # 2012043116, and the Southeast corner of this tract whence the Southwest corner of Section 36, Block AK bears N 88°10'18" W (Texas North Central Zone Bearing Basis), 681.96 feet and S 01°44'49" W, 689.41 feet;

THENCE N 88°10'18" W, 10 feet to the Southwest corner of this tract;

THENCE N 01°49'42" E, 400 feet to the Northwest corner of this tract;

THENCE S 88°10'18" E, 10 feet to a found 1/2" rod with stainless steel cap for the Northeast corner of this tract;

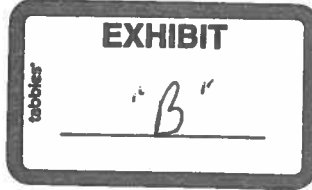
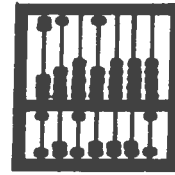
THENCE S 01°49'42" W, along the West line of the 2.755 acre tract 400 feet to the Place of Beginning and containing 4000 square feet including any Right of Way.

December 7, 2012  
J. M. Cieszinski, RPLS # 4460



# ABACUS ENGINEERING SURVEYING

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



FIELD NOTES on a 0.359 acre tract out of the tract described in Volume 8631, Page 306, Lubbock County Official Public Records and out of Section 36, Block AK, Lubbock County, Texas and being further described by metes and bounds as follows:

BEGINNING at a found 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southeast corner of the 2.755 acre tract described in Lubbock County Clerk File # 2012043116, and the Southwest corner of this tract whence the Southwest corner of Section 36, Block AK bears N 88°10'18" W (Texas North Central Zone Bearing Basis), 981.96 feet and S 01°44'49" W, 689.41 feet;

THENCE N 01°49'42" E, with the East line of the 2.755 acre tract, 10 feet to a corner of this tract;

THENCE S 88°10'18" E, 720.98 feet to a corner of this tract;

THENCE N 01°50'33" E, 838.30 feet to a corner of this tract;

THENCE S 43°11'41" E, 14.14 feet to point in the West line of proposed Justice Avenue for the Northeast corner of this tract;

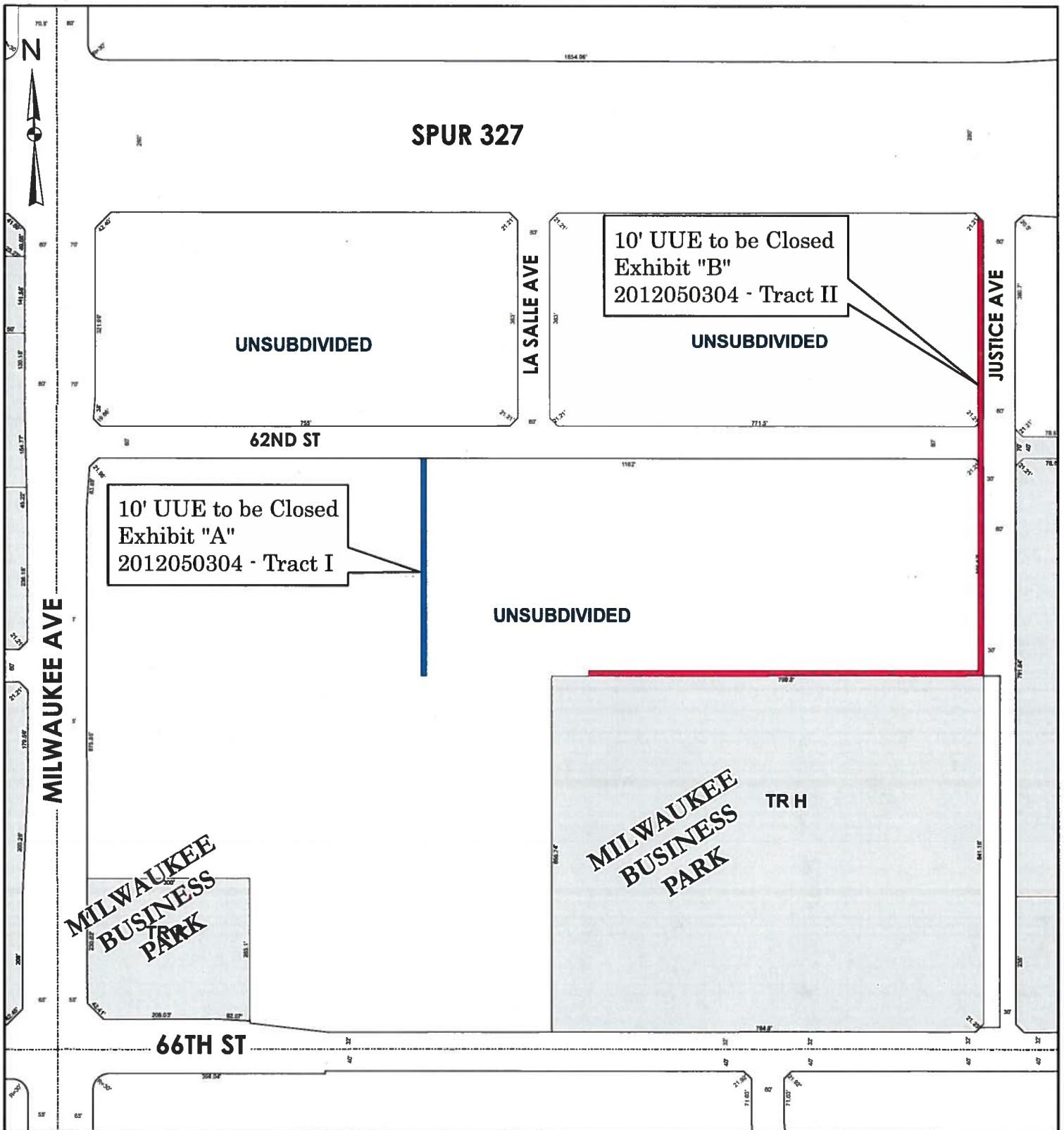
THENCE S 01°50'33" W, 838.31 feet to a set 1/2" rod with stainless steel cap at the Northeast corner of a 12.05 acre tract;

THENCE N 88°10'18" W, with the North line of the 12.05 acre tract, 730.98 feet to the PLACE of BEGINNING containing 0.359 Acres including any Right of Way.

December 7, 2012  
J. M. Cieszinski, RPLS # 4460

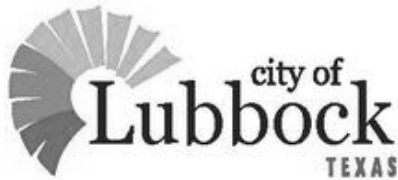


Proposed Closing of 2 - 10' wide Underground Utility Easements  
 Located South of Spur 327 and East of Milwaukee Avenue  
 as Dedicated in CCFN 2012050304



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. 12.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a 56-foot temporary drainage easement, located in Section 21, Block E-2, Lubbock County, Texas.

**Item Summary**

This ordinance abandons and closes a 56-foot temporary drainage easement located in Section 21, Block E-2, which is east of Flint Avenue on proposed 128th Street. Bella Mia Estates plat will be filed in conjunction with the drainage easement closure. Storm Water Engineering is in agreement with this closure.

**Fiscal Impact**

None

**Staff/Board Recommending**

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

---

**Attachments**

Ordinance - Section 21, Block E-2

---

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

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY DRAINAGE EASEMENT LOCATED IN SECTION 21, BLOCK E-2, 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 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 in 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 \_\_\_\_\_, 2014.

Passed by the City Council on second reading this \_\_\_\_\_, 2014.

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

**A TEMPORARY DRAINAGE EASEMENT TO BE CLOSED  
IN SECTION 21, BLOCK E-2,  
LUBBOCK COUNTY, TEXAS  
PREVIOUSLY RECORDED IN COUNTY CLERK'S FILE NUMBER 2013021033  
OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS**

A TEMPORARY DRAINAGE EASEMENT LOCATED IN SECTION 21, BLOCK E-2, LUBBOCK COUNTY, TEXAS, SAID EASEMENT BEING SITUATED IN THAT CERTAIN 79.909 ACRE TRACT OF LAND CONVEYED TO KPA MINISTRIES, INC., DESCRIBED IN A SPECIAL GUARDIAN'S DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2013009266 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID EASEMENT CONTAINS 0.2687 ACRES BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST LINE OF SAID PARENT TRACT AND IN THE EAST LINE OF A TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2010037777 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE SOUTHWEST CORNER OF THIS EASEMENT, WHENCE A RAILROAD SPIKE FOUND AT THE SOUTHWEST CORNER OF SAID SECTION 21 BEARS S. 01° 43' 39" W. A DISTANCE OF 707.33 FEET AND N. 88° 02' 19" W. A DISTANCE OF 2148.39 FEET;

THENCE N. 01° 43' 39" E., ALONG THE WEST LINE OF SAID PARENT TRACT AND THE EAST LINE OF SAID REAL PROPERTY RESOURCES TRACT, A DISTANCE OF 56.00 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT;

THENCE S. 88° 16' 21" E. A DISTANCE OF 17.38 FEET TO A POINT OF CURVATURE FOR A CORNER OF THIS EASEMENT;

THENCE NORTHEASTERLY, ALONG A CURVE TO THE LEFT, AN ARC DISTANCE OF 104.00 FEET, SAID CURVE HAVING A RADIUS OF 144.00 FEET, A DELTA ANGLE OF 41° 22' 47", A CHORD DISTANCE OF 101.75 FEET AND A CHORD BEARING OF N. 71° 02' 16" E. TO A POINT OF TANGENCY FOR A CORNER OF THIS EASEMENT;

THENCE N. 50° 20' 53" E. A DISTANCE OF 67.43 FEET TO A POINT FOR THE NORTHWEST CORNER OF THIS EASEMENT;

THENCE S. 39° 39' 07" E. A DISTANCE OF 56.00 FEET TO A POINT FOR THE NORTHEAST CORNER OF THIS EASEMENT;

THENCE S. 50° 20' 53" W. A DISTANCE OF 67.43 FEET TO A POINT OF CURVATURE FOR A CORNER OF THIS EASEMENT;

THENCE SOUTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 144.44 FEET, SAID CURVE HAVING A RADIUS OF 200.00 FEET, A DELTA ANGLE OF 41° 22' 47", A CHORD DISTANCE OF 141.32 FEET AND A CHORD BEARING OF S. 71° 02' 16" W. TO A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

THENCE N. 88° 16' 21" W. A DISTANCE OF 17.38 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO GRID BEARINGS OF THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83 (CORS 96), AS DETERMINED BY GPS OBSERVATIONS ALONG THE WEST LINE OF SECTION 21, BLOCK E-2, BEING N. 01° 47' 48" E. AS MONUMENTED ON THE GROUND. CONVERGENCE TO TRUE NORTH BEARINGS IS -01° 50' 43". DISTANCES ARE AT SURFACE.

ATTEST:

---

Rebecca Garza, City Secretary

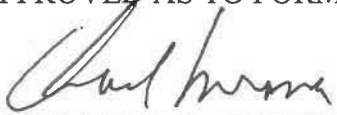
APPROVED AS TO CONTENT:

---

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

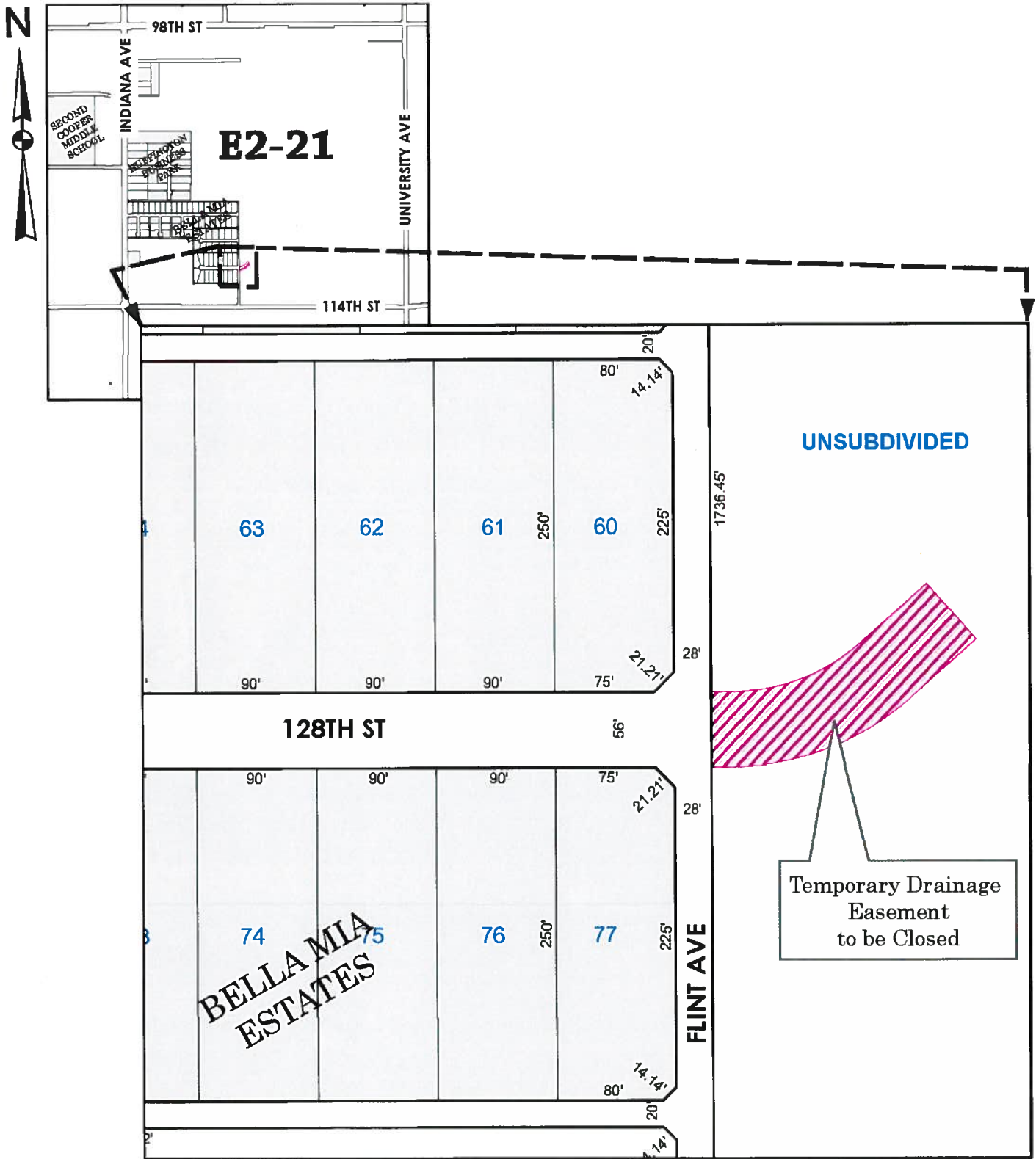
  

---

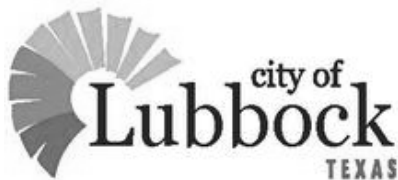
Chad Weaver, Assistant City Attorney

A&C-Easements-Temporary Drainage Easement Sec. 21 Blk E-2.ord  
2.26.14

Proposed Closing of a Temporary Drainage Easement (CCFN 2013021038)  
 Located East of Flint Avenue at 128th Street, Section 21, Block E-2



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



**Regular City Council Meeting**

**5. 13.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City a temporary easement from McMenemy Farms regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 36, Block D-5, Lubbock County, Texas.

**Item Summary**

In 2012 the City completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is \$264.00 plus closing cost with West Texas Title Company.

**Fiscal Impact**

\$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with \$264.00 available for this purpose.

**Staff/Board Recommending**

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

---

**Attachments**

Resolution & Temp. Easement - McMenemy

---

**RESOLUTION**

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

THAT the City Council hereby accepts on behalf of the City of Lubbock a Temporary Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 36, Block D-5, Lubbock, Lubbock County, Texas, and related documents. Said Temporary 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 Temporary Easement shall be \$264.00 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

RES.Easement-McMenamy Farm  
February 20, 2014

**TEMPORARY EASEMENT**

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

GRANTOR, McMenemy Farms, with street address of 4284 State Road 3261, Ropesville, Texas 79358, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13<sup>th</sup> 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 temporary easement, servitude and right-of-way, as described herein (hereinafter called the "Temporary 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.

Grantor hereby grants to Grantee a Temporary Easement for ingress, egress and regress through, over upon across and within the Lands for the purposes set forth herein, including but not limited to storage of pickup trucks and other vehicles, storage of track-hoes, storage of front end loaders, storage of concrete trucks, storage of other equipment, storage of tie-in pipe and other materials and for all things necessary or related to the Grantee's construction/pipeline projects in Lubbock County, Texas. Such Temporary 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 Temporary Easement and the Lands. The Temporary Easement shall terminate and expire within eighteen (18) months after execution of this Agreement.

For Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Temporary 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 Temporary Easement for the purposes of the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Temporary Easement for the purposes described hereinabove.
2. Unless Grantor agrees otherwise in writing, Grantee agrees that any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from Grantee's use of the Temporary Easement shall, be removed by Grantee from Grantor's property.
3. This grant of Temporary 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 Temporary Easement, the rights and privileges herein granted to Grantee, or endanger any of Grantee's property, at the sole discretion of the Grantee.

4. After initial construction by Grantee of all improvements called for in the Permanent Easement (as defined hereinbelow) or eighteen (18) months, whichever is later, title and interest herein granted shall end, cease, and terminate, and title to the Temporary Easement, shall revert to the then owner of the Lands.

5. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

6. "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.

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

8. This Temporary Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

9. In case any one or more of the provisions contained in this Temporary 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 Temporary Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

10. 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.

TO HAVE AND TO HOLD said Temporary 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.

*[ Signatures of the Parties on Next Page ]*

EXECUTED this 19<sup>th</sup> day of February, 2014 ("Effective Date").

GRANTOR: McMenemy Farms

By: 

Name: Robin Henson

Title: Manager of Western Commercial, Ltd, General Partner

GRANTEE:

The City of Lubbock

By: \_\_\_\_\_

Name: \_\_\_\_\_


Title: \_\_\_\_\_

ATTEST:

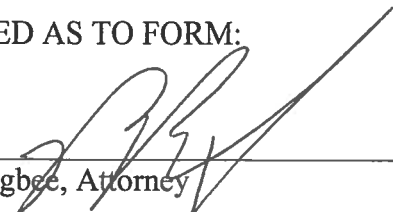
\_\_\_\_\_  
Rebecca Garza, City Secretary

[Acknowledgements of the Parties on Next Page]

APPROVED AS TO CONTENT:

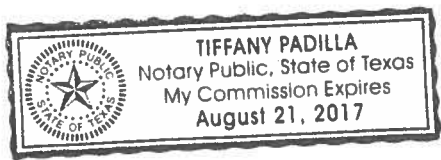
  
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

  
Ryan J. Bigbee, Attorney

STATE OF TEXAS                   §  
   §  
COUNTY OF LUBBOCK           §

This instrument was acknowledged before me on 2/19, 2014, by Robin Henson  
*Manager of Western Commercial, Ltd. General Partner* on behalf of McMenemy Farms.



Tiffany Padilla  
Notary Public, State of Texas  
Tiffany Padilla  
Printed Name of Notary  
My commission expires: 8/21/2017

STATE OF TEXAS                   §  
COUNTY OF LUBBOCK           §

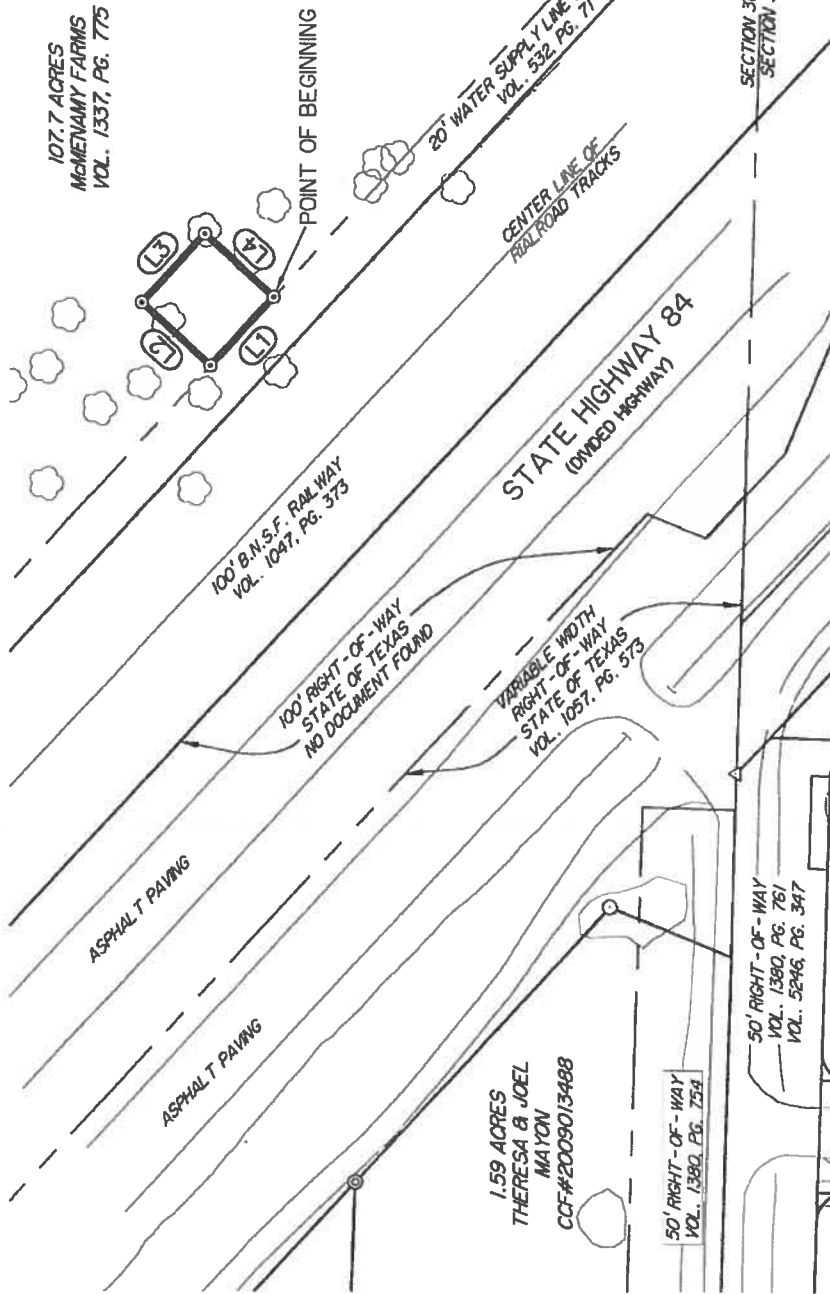
This instrument was acknowledged before me on \_\_\_\_\_, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
\_\_\_\_\_  
Printed Name of Notary  
My commission expires: \_\_\_\_\_

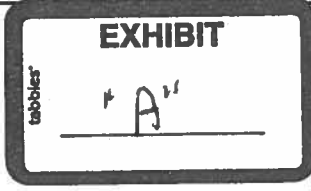
**Exhibit A**  
Legal Description of the Temporary Easement

**BAILEY COUNTY WATER PIPELINE**  
 Parcel No. 49 - Proposed Temporary Easement  
 PERIMETER SURVEY OF A 0.057 ACRE TRACT LOCATED IN  
**SECTION 36, BLOCK D-5**  
 LUBBOCK COUNTY, TEXAS

SCALE: 1"=100'



Line #	Direction	Length
L1	N47° 20' 33" W	50.00'
L2	N42° 39' 27" E	50.00'
L3	S47° 20' 33" E	50.00'
L4	S42° 39' 27" W	50.00'



1.59 ACRES  
 THERESA & JOEL  
 MAYON  
 CCF#2009013488

Bearings are relative to the Texas Coordinate System of 1983,  
 North Central Zone, NAD 83 (2011), Epoch 2010.0  
 Distances are surface, U.S. Survey feet.  
 Combined Scale Factor: 1.0002347

Surveyed on the ground.  
 December 12, 2013

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



Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

NOTES:  
 HEAVY LINES INDICATE PLAT LIMITS.  
 ⊙ - SET 1/2" IRON ROD WITH CAP  
 ⊕ - FOUND 1/2" IRON PIPE  
 △ - FOUND RAIL ROAD SPIKE  
 ○ - FOUND 1/2" IRON ROD WITH CAP

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

Sheet 1 of 2

**JER HUGO REED**  
 AND ASSOCIATES, INC.  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 1601 AVENUE N  
 LUBBOCK, TEXAS 79401  
 PHONE: 806/763-5642  
 TEXAS LICENSED SURVEYING FIRM 100975-00  
 TEXAS REGISTERED ENGINEERING FIRM F-700  
 FAX: 806/763-3891

Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GR # and any other identifiers as indicated in the certificate shown hereon.

BAILEY COUNTY WATER PIPELINE  
Parcel No. 49 - Proposed Temporary Easement  
PERIMETER SURVEY OF A 0.057 ACRE TRACT LOCATED IN  
**SECTION 36, BLOCK D-5**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.057 acre parcel located in Section 36, Block D-5, Lubbock County, Texas, being a portion of a 267.7 acre tract described in Volume 1337, Page 775, Deed Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7308005.84', East: 913748.29') in the East line of a 20.00 foot water supply line easement described in Volume 532, Page 71, Deed Records, Lubbock County, Texas, which bears N. 88°14'45" W. a distance of 2029.16 feet and N. 01°45'15" E. a distance of 254.60 feet from a 1/2" iron rod found at the common corner of Sections 33 and 34, Block JS, and Sections 35 and 36, Block D-5, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 47°20'33" W. along the East line of said 20.00 foot water supply line easement a distance of 50.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE N. 42°39'27" E. a distance of 50.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

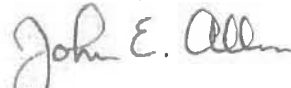
THENCE S. 47°20'33" E. a distance of 50.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE S. 42°39'27" W. a distance of 50.00 feet to Point of Beginning.

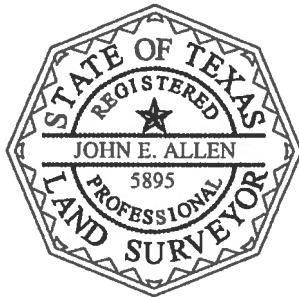
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

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

Surveyed on the ground  
December 12, 2013



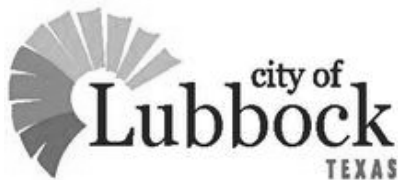
John E. Allen  
Registered Professional  
Land Surveyor No. 5895  
State of Texas



Sheet 2 of 2

<b>HR HUGO REED AND ASSOCIATES, INC.</b>	
<b>LAND SURVEYORS</b>	1601 AVENUE N
<b>CIVIL ENGINEERS</b>	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3891

Copyright 2013, 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.



**Regular City Council Meeting**

**5. 14.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City an easement from Ming-Tao Ho and wife Jui-Lien Chou Ho regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 24, Block JS, Lubbock County, Texas.

**Item Summary**

In 2012 the City completed a Low head B Pump Station Facilities evaluation. This engineering evaluation recommended construction of a new Bailey County Well Field Supply Pipeline and abandonment of the Low Head B Pump Station. The City is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is \$8,658.00 plus closing cost with West Texas Title Company.

**Fiscal Impact**

\$26,500,000.00 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with \$8,658.00 available for this purpose.

**Staff/Board Recommending**

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

---

**Attachments**

Resolution & Easement - Ho

---

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 24, Block JS, 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 \$8,658.00 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

RES.Easement.Ming-Tao Ho  
February 20, 2014

BAILEY COUNTY WATERLINE PROJECT

Parcel Nos: 35, 36, 37 & 38

Owner: Ming-Tao Ho and wife, Jui-Lien Chou Ho  
2202 Memphis Avenue  
Lubbock, Texas 79410  
(806) 438-1731

Tenant: Seth Fortenberry  
(806) 778-9907

Document Type: Easement

Consideration: Consideration of \$5,366.00 for permanent easement plus \$1,870.00 for temporary easement plus plug and abandon one (1) water irrigation supply well identified on Exhibit "C"; total to owner - \$7,236.00. Additionally, \$1,422.00 payable to tenant for damages, crop loss, crop reduction and/or restoration of the surface, subject to final approval by City Council and subject to approval of title.

Closing Agent: West Texas Title Company, Inc.  
8001 Quaker Avenue, Suite E  
Lubbock, Texas 79424  
(806) 793-9555

Concurrence:

  
Ming-Tao Ho

  
Jui-Lien Chou Ho

**EASEMENT**

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

Ming-Tao Ho and wife, Jui-Lien Chou Ho, hereinafter collectively referred to as GRANTOR, with street address of 2202 Memphis Avenue, Lubbock, Texas 79410, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13<sup>th</sup> 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. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

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/waste 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. Grantor and Grantee agree that during construction related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials shall, be removed by Grantee from Grantor's property.

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 shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

- A. detouring around natural impediments within the Easement; or
- B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "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.

15. 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.

16. 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.

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

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

25. As further consideration for the granting of the Easement, the abandoned well(s) identified on the attached Exhibit C (herein the "Well" whether one or more) shall be plugged by Grantee in accordance with state law including those rules enacted by the Texas Commission on Environmental Quality. Grantor shall assist Grantee, as Grantee deems necessary, in obtaining any permits and/or approvals necessary to enable Grantee to comply with the requirements set forth in this paragraph and to enable Grantee to plug the Well. Other than plugging the Well, Grantee shall have no further responsibility relating to said Well and Grantor shall not receive any compensation for any damage/destruction to the Well arising out of Grantor's use of the Easement identified herein or plugging of the Well.

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.

[ *Signatures of the Parties on Next Page* ]

EXECUTED this 18<sup>th</sup> day of February, 2014 ("Effective Date").

GRANTOR:

Ming-Tao Ho



Jui-Lien Chou Ho

GRANTEE:

The City of Lubbock

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

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

[Acknowledgements of the Parties on Next Page]

APPROVED AS TO CONTENT:

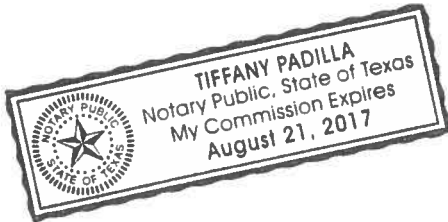
R. Neil Small  
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

Ryan J. Bigbee, Attorney

STATE OF TEXAS                   §  
   §  
COUNTY OF LUBBOCK           §

This instrument was acknowledged before me on 2-18, 2014, by Ming-Tao Ho and wife, Jui-Lien Chou Ho.



Tiffany Padilla  
Notary Public, State of Texas  
Tiffany Padilla  
Printed Name of Notary  
My commission expires: 8-21-2017

STATE OF TEXAS                   §  
COUNTY OF LUBBOCK           §

This instrument was acknowledged before me on \_\_\_\_\_, 2014, 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: \_\_\_\_\_

**Exhibit A**  
Legal Description of the Perpetual Exclusive Easement



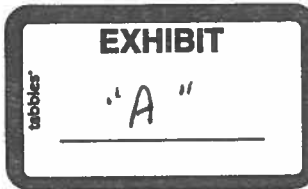
SCALE: 1"=100'

6.03 ACRES  
TRACT 47  
WEST TEXAS AND LUBBOCK  
RAILROAD COMPANY, INC.  
VOL. 9471, PG. 1

6.62 ACRES  
TRACT 48  
WEST TEXAS AND LUBBOCK  
RAILROAD COMPANY, INC.  
VOL. 9471, PG. 1

BAILEY COUNTY WATER PIPELINE  
Parcel No. 35 - Permanent Easement  
PERIMETER SURVEY OF A 0.580 ACRE  
TRACT LOCATED IN  
**SECTION 24, BLOCK JS**  
LUBBOCK COUNTY, TEXAS

POINT OF BEGINNING



Line Table		
Line #	Direction	Length
L1	S88° 00' 48"E	30.00'
L2	S01° 51' 15"W	842.13'
L3	N88° 09' 26"W	30.00'
L4	N01° 51' 15"E	842.21'

Bearings arc relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0  
Distances are surface, U.S. Survey feet.  
Combined Scale Factor: 1.0002347

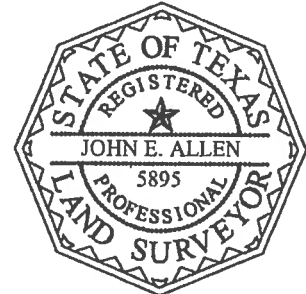
Surveyed on the ground.  
October 28, 2013

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

318.2 ACRES  
MARTHA VIRGINIA FERRIS  
SANDS VOL. 2630, PG. 259

GAS LINE EASEMENT  
SECTION 29, BLOCK JS  
DIMENSION & LOCATION  
DEFINED BY OCCUPATION  
VOL. 1199, PG. 571

WEST 240 ACRES OF  
THE NORTH 440 ACRES OF  
SECTION 24, BLOCK JS  
MING-TAO & JUI-LEIN HO  
CCF#2007040589



OCCUPIED AS NORTH COUNTY ROAD 1600  
(GRADED)

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

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

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

**HR HUGO REED AND ASSOCIATES, INC.**  
**LAND SURVEYORS** 1601 AVENUE N  
**CIVIL ENGINEERS** LUBBOCK, TEXAS 79401  
 TEXAS LICENSED SURVEYING FIRM 100676-00 PHONE: 808 / 763-5642  
 TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891

Copyright 2013, 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.

BAILEY COUNTY WATER PIPELINE  
Parcel No. 35 - Permanent Easement  
PERIMETER SURVEY OF A 0.580 ACRE TRACT LOCATED IN  
**SECTION 24, BLOCK JS**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.580 acre parcel being a portion of the West 240 acres of the North 440 acres of Section 24, Block JS, Lubbock County, Texas, described in County Clerk File Number 2007040589, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7299771.51', East: 911483.28') in the South line of a 6.62 acre tract described as 'Tract 48' in Volume 9471, Page 1, Official Public Records, Lubbock County, Texas, which bears S. 01°51'15" W. a distance of 2784.78 feet and S. 88°00'48" E. a distance of 30.00 feet from a railroad spike found at the common corner of Sections 24, 29, 33 and 34, Block JS, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°00'48" E. along the South line of said 6.62 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°51'15" W. a distance of 842.13 feet to a 1/2" iron rod with cap set in the North line of a 110 acre tract described in Volume 3690, Page 41, Real Property Records, Lubbock County, Texas, and in the South line of said West 240 acres of the North 440 acres of Section 24, Block JS, for the Southeast corner of this parcel;

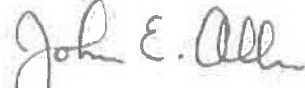
THENCE N. 88°09'26" W. along the North line of said 110 acre tract and the South line of said West 240 acres of the North 440 acres of Section 24, Block JS, a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°51'15" E. a distance of 842.21 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

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

Surveyed on the ground  
October 28, 2013



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



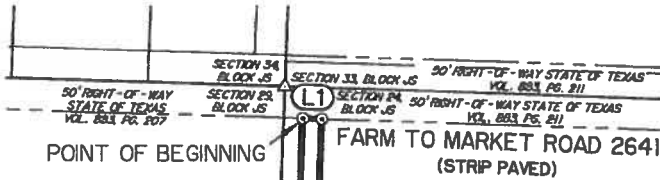
Sheet 2 of 2

<b>HR HUGO REED AND ASSOCIATES, INC.</b>	
<b>LAND SURVEYORS</b>	1601 AVENUE N
<b>CIVIL ENGINEERS</b>	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100878-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3891

Copyright 2013, 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.



SCALE : 1"=300'



BAILEY COUNTY WATER PIPELINE  
 Parcel No. 37 - Permanent Easement  
 PERIMETER SURVEY OF A 1.815 ACRE  
 TRACT LOCATED IN  
**SECTION 24, BLOCK JS**  
 LUBBOCK COUNTY, TEXAS

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0  
 Distances are surface, U.S. Survey feet.  
 Combined Scale Factor: 1.0002347

Surveyed on the ground.  
 October 28, 2013  
 December 18, 2013; Revised perimeter

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



318.2 ACRES  
 MARTHA VIRGINIA FERRIS SANDS  
 VOL. 2630, PG. 259  
 GAS LINE EASEMENT  
 SECTION 29, BLOCK JS  
 DIMENSION & LOCATION DEFINED BY OCCUPATION  
 VOL. 1199, PG. 571

1.156 ACRES  
 PAT & JIMMIE LOU  
 PATTERSON  
 VOL. 3312, PG. 19

240 ACRES  
 MING-TAO & JUI-LEIN HO  
 CCF#2007040589

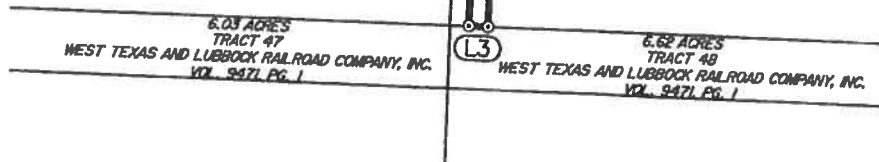
OCCUPIED AS NORTH COUNTY ROAD 1600  
 (GRADED)  
 SECTION 29, BLOCK JS  
 SECTION 24, BLOCK JS

Line Table		
Line #	Direction	Length
L1	S88° 14' 02"E	30.00'
L2	S01° 51' 15"W	2635.01'
L3	N88° 00' 48"W	30.00'
L4	N01° 51' 15"E	2634.90'

- NOTES:  
 HEAVY LINES INDICATE PLAT LIMITS.  
 ⊙ - SET 1/2" IRON ROD WITH CAP  
 ● - FOUND 1/2" IRON ROD  
 △ - FOUND RAIL ROAD SPIKE

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

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.



Sheet 1 of 2

**HR HUGO REED AND ASSOCIATES, INC.**  
 LAND SURVEYORS CIVIL ENGINEERS  
 TEXAS LICENSED SURVEYING FIRM 100876-00  
 TEXAS REGISTERED ENGINEERING FIRM F-760  
 1601 AVENUE N LUBBOCK, TEXAS 79401  
 PHONE: 806 / 763-5642  
 FAX: 806 / 763-3891

Copyright 2013, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GI # and any other identifiers as indicated in the certificate shown hereon.

BAILEY COUNTY WATER PIPELINE  
Parcel No. 37 - Permanent Easement  
PERIMETER SURVEY OF A 1.815 ACRE TRACT LOCATED IN  
**SECTION 24, BLOCK JS**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.815 acre parcel being a portion of the West 240 acres of the North 440 acres of Section 24, Block JS, Lubbock County, Texas, described in County Clerk File Number 2007040589, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7302504.97', East: 911571.77') in the South line of a 50.00 foot State of Texas right-of-way described in Volume 883, Page 211, Deed Records, Lubbock County, Texas, which bears S. 01°51'15" W. a distance of 50.00 feet and S. 88°14'02" E. a distance of 30.00 feet from a railroad spike found at the common corner of Sections 24, 29, 33 and 34, Block JS, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°14'02" E. along the South line of said 50.00 foot right-of-way a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°51'15" W. a distance of 2635.01 feet to a 1/2" iron rod with cap set in the North line of a 6.62 acre tract described as 'Tract 48' in Volume 9471, Page 1, Official Public Records, Lubbock County, Texas, for the Southeast corner of this parcel;

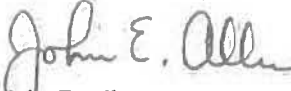
THENCE N. 88°00'48" W. along the North line of said 6.62 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°51'15" E. a distance of 2634.90 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

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

Surveyed on the ground  
October 28, 2013  
December 18, 2013; Revised Perimeter

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



Sheet 2 of 2

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

Copyright 2013, 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.

**Exhibit B**  
Legal Description of the Temporary Easement



SCALE: 1"=100'

6.03 ACRES  
TRACT 47  
WEST TEXAS AND LUBBOCK  
RAILROAD COMPANY, INC.  
VOL. 9471, PG. 1

6.62 ACRES  
TRACT 48  
WEST TEXAS AND LUBBOCK  
RAILROAD COMPANY, INC.  
VOL. 9471, PG. 1

BAILEY COUNTY WATER PIPELINE  
Parcel No. 36 - Temporary Easement  
PERIMETER SURVEY OF A 0.580 ACRE  
TRACT LOCATED IN  
**SECTION 24, BLOCK JS**  
LUBBOCK COUNTY, TEXAS

POINT OF BEGINNING

Line Table		
Line #	Direction	Length
L1	S88° 00' 48"E	30.00'
L2	S01° 51' 15"W	842.06'
L3	N88° 09' 26"W	30.00'
L4	N01° 51' 15"E	842.13'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0  
Distances are surface, U.S. Survey feet.  
Combined Scale Factor: 1.0002347

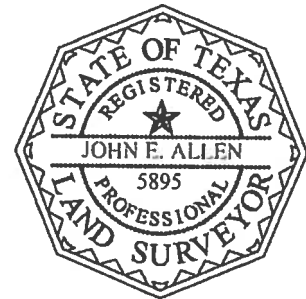
Surveyed on the ground.  
October 28, 2013

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

318.2 ACRES  
MARTHA VIRGINIA FERRIS  
SANDS VOL. 2630, PG.  
259

GAS LINE EASEMENT  
SECTION 29, BLOCK JS  
DIMENSION & LOCATION  
DEFINED BY OCCUPATION  
VOL. 1199, PG. 571

WEST 240 ACRES OF  
THE NORTH 440 ACRES OF  
SECTION 24, BLOCK JS  
MING-TAO & JUI-LEIN HO  
CCF#2007040589



OCCUPIED AS NORTH COUNTY ROAD 1600  
(GRADED)

SECTION 29, BLOCK JS  
SECTION 24, BLOCK JS

NOTES:

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

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

No abstract of title or title commitment was  
provided to this surveyor. Record research done by  
this surveyor was made only for the purpose of  
determining the boundary of this property and of  
the adjoining parcels. Record documents other  
than those shown on this survey may exist and  
encumber this property.

Sheet 1 of 2

**HR HUGO REED**  
AND ASSOCIATES, INC.

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

Copyright 2013, 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.

BAILEY COUNTY WATER PIPELINE  
Parcel No. 36 - Temporary Easement  
PERIMETER SURVEY OF A 0.580 ACRE TRACT LOCATED IN  
**SECTION 24, BLOCK JS**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.580 acre parcel being a portion of the West 240 acres of the North 440 acres of Section 24, Block JS, Lubbock County, Texas, described in County Clerk File Number 2007040589, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7299770.47', East: 911513.27') in the South line of a 6.62 acre tract described as 'Tract 48' in Volume 9471, Page 1, Official Public Records, Lubbock County, Texas, which bears S. 01°51'15" W. a distance of 2784.78 feet and S. 88°00'48" E. a distance of 60.00 feet from a railroad spike found at the common corner of Sections 24, 29, 33 and 34, Block JS, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°00'48" E. along the South line of said 6.62 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°51'15" W. a distance of 842.06 feet to a 1/2" iron rod with cap set in the North line of a 110 acre tract described in Volume 3690, Page 41, Real Property Records, Lubbock County, Texas, and in the South line of said West 240 acres of the North 440 acres of Section 24, Block JS, for the Southeast corner of this parcel;

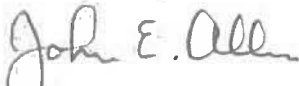
THENCE N. 88°09'26" W. along the North line of said 110 acre tract and the South line of said West 240 acres of the North 440 acres of Section 24, Block JS, a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°51'15" E. a distance of 842.13 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

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

Surveyed on the ground  
October 28, 2013



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



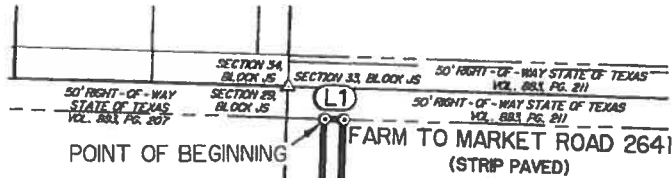
Sheet 2 of 2

<b>HR HUGO REED AND ASSOCIATES, INC.</b>	
<b>LAND SURVEYORS</b>	1601 AVENUE N
<b>CIVIL ENGINEERS</b>	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100876-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3891

Copyright 2013, 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.



SCALE: 1"=300'



BAILEY COUNTY WATER PIPELINE  
 Parcel No. 38 - Temporary Easement  
 PERIMETER SURVEY OF A 1.815 ACRE  
 TRACT LOCATED IN  
**SECTION 24, BLOCK JS**  
 LUBBOCK COUNTY, TEXAS

318.2 ACRES  
 MARTHA VIRGINIA FERRIS SANDS  
 VOL. 2630, PG. 259  
 GAS LINE EASEMENT  
 SECTION 29, BLOCK JS  
 DIMENSION & LOCATION DEFINED BY OCCUPATION  
 VOL. 1193, PG. 571

OCCUPIED AS NORTH COUNTY ROAD 1600  
 (GRADED)  
 SECTION 29, BLOCK JS  
 SECTION 24, BLOCK JS

1.156 ACRES  
 PAT & JIMMIE LOU  
 PATTERSON  
 VOL. 3312, PG. 19

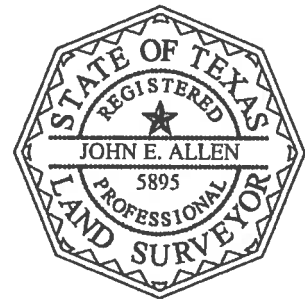
240 ACRES  
 MING-TAO & JUI-LEIN HO  
 CCF#2007040589

Line Table		
Line #	Direction	Length
L1	S88° 14' 02"E	30.00'
L2	S01° 51' 15"W	2635.13'
L3	N88° 00' 48"W	30.00'
L4	N01° 51' 15"E	2635.01'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0  
 Distances are surface, U.S. Survey feet.  
 Combined Scale Factor: 1.0002347

Surveyed on the ground.  
 October 28, 2013  
 December 18, 2013; Revised Perimeter

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



NOTES:  
 HEAVY LINES INDICATE PLAT LIMITS.  
 ⊙ - SET 1/2" IRON ROD WITH CAP  
 ⊗ - FOUND 1/2" IRON ROD  
 △ - FOUND RAIL ROAD SPIKE

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

No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

**HR HUGO REED AND ASSOCIATES, INC.**  
 LAND SURVEYORS  
 CIVIL ENGINEERS  
 TEXAS LICENSED SURVEYING FIRM 100670-00  
 TEXAS REGISTERED ENGINEERING FIRM F-760

1801 AVENUE N  
 LUBBOCK, TEXAS 79401  
 PHONE: 806 / 763-5642  
 FAX: 806 / 783-3891

Copyright 2013, 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.

BAILEY COUNTY WATER PIPELINE  
Parcel No. 38 - Temporary Easement  
PERIMETER SURVEY OF A 1.815 ACRE TRACT LOCATED IN  
**SECTION 24, BLOCK JS**  
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.815 acre parcel being a portion of the West 240 acres of the North 440 acres of Section 24, Block JS, Lubbock County, Texas, described in County Clerk File Number 2007040589, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7302504.04', East: 911601.76') in the South line of a 50.00 foot State of Texas right-of-way described in Volume 883, Page 211, Deed Records, Lubbock County, Texas, which bears S. 01°51'15" W. a distance of 50.00 feet and S. 88°14'02" E. a distance of 60.00 feet from a railroad spike found at the common corner of Sections 24, 29, 33 and 34, Block JS, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°14'02" E. along the South line of said 50.00 foot right-of-way a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°51'15" W. a distance of 2635.13 feet to a 1/2" iron rod with cap set in the North line of a 6.62 acre tract described as 'Tract 48' in Volume 9471, Page 1, Official Public Records, Lubbock County, Texas, for the Southeast corner of this parcel;

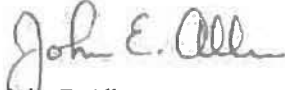
THENCE N. 88°00'48" W. along the North line of said 6.62 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°51'15" E. a distance of 2635.01 feet to the Point of Beginning.

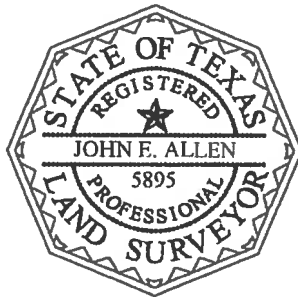
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

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

Surveyed on the ground  
October 28, 2013  
December 18, 2013; Revised Perimeter



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



Sheet 2 of 2

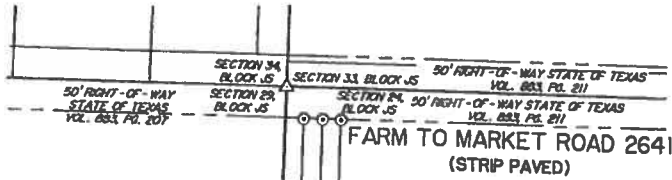
**HR HUGO REED AND ASSOCIATES, INC.**  
LAND SURVEYORS 1601 AVENUE N  
CIVIL ENGINEERS LUBBOCK, TEXAS 79401  
TEXAS LICENSED SURVEYING FIRM 100676 00 PHONE: 806 / 783-5642  
TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3891

Copyright 2013, 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.

**Exhibit C**  
**Abandoned Wells**



SCALE: 1"=300'

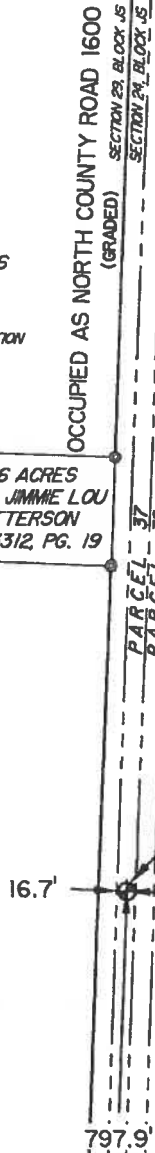


BAILEY COUNTY WATER PIPELINE  
 Parcel No. 37 and 38 - Well Location Survey  
 LOCATED IN  
**SECTION 24, BLOCK JS**  
 LUBBOCK COUNTY, TEXAS

318.2 ACRES  
 MARTHA VIRGINIA FERRIS SANDS  
 VOL. 2630, PG. 259  
 GAS LINE EASEMENT  
 SECTION 28, BLOCK JS  
 DIMENSION & LOCATION DEFINED BY OCCUPATION  
 VOL. 1198, PG. 571

1.156 ACRES  
 PAT & JIMMIE LOU  
 PATTERSON  
 VOL. 3312, PG. 19

240 ACRES  
 MING-TAO & JULI-LEIN HO  
 CCF#2007040589



IRRIGATION WELL  
 NORTHING: 7,300,668.3'  
 EASTING: 911,529.0'

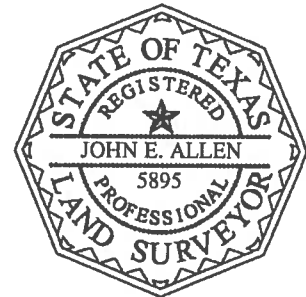
16.7'

797.9'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0  
 Distances and coordinates are surface, U.S. Survey feet.  
 Combined Scale Factor: 1.0002347

Surveyed on the ground.  
 January 17, 2014

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



- NOTES:  
 HEAVY LINES INDICATE PLAT LIMITS.  
 ○ - FOUND 1/2" IRON ROD WITH CAP  
 ● - FOUND 1/2" IRON ROD  
 ▲ - FOUND RAIL ROAD SPIKE

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

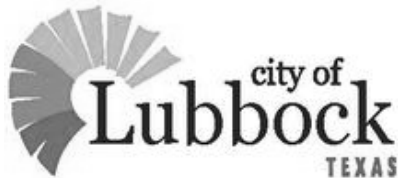
Record documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 1

6.03 ACRES TRACT 47 WEST TEXAS AND LUBBOCK RAILROAD COMPANY, INC. VOL. 9471, PG. 1  
 6.62 ACRES TRACT 48 WEST TEXAS AND LUBBOCK RAILROAD COMPANY, INC. VOL. 9471, PG. 1

**HR 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

Copyright 2014, 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.



**Regular City Council Meeting**

**5. 15.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Right-of-Way and Easement located in the Southeast Quarter of Section 2, Block D-3, Lubbock County, Texas to Atmos Energy Corporation.

**Item Summary**

Atmos Energy has an above ground facilities and an underground distribution pipeline on City property located on N Guava Avenue and East Bluefield Street. The facilities and distribution pipeline has been on City property for years without an easement. This easement allows Atmos Energy to maintain these facilities on City property. Atmos Energy will pay the City \$500 for the easement.

Staff has reviewed the easement and is in agreement with granting the easement to Atmos Energy Company.

**Fiscal Impact**

\$500 to be paid to the City by Atmos Energy.

**Staff/Board Recommending**

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

---

**Attachments**

Atmos Easement

---

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 Right-of-Way and Easement in connection with certain properties in Lubbock County, Texas, and all related documents. Said Right-of-Way and 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.

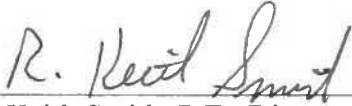
Passed by the City Council on \_\_\_\_\_.

\_\_\_\_\_  
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:ccdcs/RES.Easement-Properties Lubb County  
1.31.2014

**PREPARED BY: Atmos Energy Corporation  
Dale Broadstreet Project Specialist  
4001 MLK Jr. Blvd Lubbock, Texas 79404**

**RIGHT-OF-WAY AND EASEMENT**

**STATE OF TEXAS**

§  
§  
§

**KNOW ALL MEN BY THESE PRESENTS:**

**COUNTY/PARISH OF LUBBOCK**

**THAT**, City of Lubbock, TX, a municipal corporation of Lubbock County, Texas , whose legal address is 1625 13<sup>th</sup> St. Lubbock, TX 79457 , hereinafter called GRANTOR (whether one or more), for and in consideration of the sum of Ten and NO/100 (\$10.00) DOLLARS, and other good and valuable consideration in hand paid by Atmos Energy Corporation, a Texas and Virginia corporation, whose mailing address is P.O. Box 650205, Dallas, TX 75265-0205, hereinafter called Grantee, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell and convey, unto the said Grantee, its successors and assigns, a perpetual right-of-way and easement in, across, under, over and through the following described property in Lubbock County, State of Texas (hereinafter the "Property"), and being a portion of Grantor's Property described in Deed (Conveyance) Book 267, Page (Folio) 206, Register's (Recorder of Conveyances) Office of Lubbock County/Parish, State of Texas.

**Distribution Pipeline Easement**

Twenty (20') feet in width, to install, construct, reconstruct, inspect, operate, maintain, alter, repair, change the size of, replace and remove, abandon in place and/or remove at will, in whole or in part, relocate along the same general direction, relocate in the same relative position to any adjacent road if and as such road is widened in the future, one or more gas pipelines, service laterals and extensions thereto, together with meters, regulators, cathodic protection equipment and aerial markers, and all other facilities, equipment and other appurtenances thereto, over and through the Property, necessary or convenient to Grantee in the use of said pipeline(s) (collectively, unless the context indicates otherwise, the "Pipeline"), depicted on the plat attached hereto as EXHIBIT "A" and made a part hereof.

**Above Ground Facilities Easement**

A tract of land FIFTY EIGHT.25' (58.25') feet by ONE NINTY EIGHT. TWENTY ONE (198.21') feet in size for the purposes of erecting, installing, constructing, owning, operating and maintaining certain above and below ground facilities comprising natural gas regulating, metering, odorization, compression, or other station, together with all related meters, risers, piping, valves and other facilities and equipment appurtenant thereto as deemed necessary or convenient by and to Grantee (collectively, unless the context indicates otherwise, the "Facilities"), said tract of land being more particularly described as follows (hereinafter the "Facilities Property"), as depicted on the plat attached hereto as EXHIBIT "B" and made a part hereof.

This grant shall carry with it the rights of ingress and egress to and from said Property and/or

Facilities Property, including the right to temporarily utilize adjoining property of Grantor during construction, repair and maintenance of the Pipeline and/or Facilities with the right to use existing roads for the purpose of constructing, operating, inspecting, repairing, and maintaining the Pipeline and/or Facilities, and the right of removal or replacement of the same with either like or different size or type pipe, facilities or equipment, whether larger or smaller, or other construction at will, either in whole or in part.

**TO HAVE AND TO HOLD** the above described rights and easements, together with any other rights necessary to operate and maintain the Pipeline and/or Facilities over and across the above described property unto the said Grantee, its successors and assigns.

With the exception of the easement area comprising the Facilities Property, if applicable, Grantor shall have the right to fully use and enjoy the surface of the easement area except for the purposes herein granted provided that such use and enjoyment shall not, in the sole judgment of Grantee, hinder, conflict or interfere with the exercise of the Grantee's rights hereunder. No permanent building, house, well, reservoir, structure or obstruction shall be constructed upon, under or across the easements or rights-of-way herein granted without the Grantee's written consent. Further, Grantor shall not fence the easement area or change the grade of the easement area or excavate within the easement area without the written permission of Grantee. Grantor further agrees not to change the grade, remove dirt from the surface of the easement or impound water over the easement without prior approval of Grantee. Grantee shall have the right to install at its expense, permanent gates in any existing fence to permit ingress and egress along the easement or right-of-way herein granted. Grantee agrees to pay for damages to growing crops and other property of Grantor, or any tenant or lessee of Grantor, as their respective interests may appear, arising out of the construction, operation, repair, inspection, maintenance or replacement of the Pipeline and/or Facilities maintained hereunder unless caused by the negligence of Grantor or of Grantor's agents, employees, representatives or assigns. Grantee agrees to hold Grantor harmless from all damages, injuries or claims by third parties resulting from the construction, operation or maintenance of any pipeline(s), facilities and/or appurtenances thereto constructed by Grantee under this easement.

The Grantee shall bury the Pipeline, if applicable, to a depth not less than that required by applicable law or regulation. All construction, maintenance and repairs which shall be made to the Pipeline and/or Facilities shall be done at times suitable to Grantee and, if possible, at such times as will least interfere with the agricultural use of the Property. Grantee shall have the full right, at its sole option, to clear, and keep clear, the right-of-way and easement herein granted, and all timber, trees, undergrowth and other obstructions which might interfere with the construction, operation, inspection, repairing or maintenance of the Pipeline and/or Facilities, or endanger same. Grantee shall have the right to select the exact location of said Pipeline(s) and any future Pipeline(s) within said easement, and to do whatever may be requisite for the use and enjoyment of the rights herein granted. Grantee agrees to restore the Property and/or Facilities Property to as close to the original condition as is reasonable.

Grantor represents that Grantor is the owner in fee simple of the land above described, free and clear of any unstated liens, encumbrances or imperfections, and warrants the title to the Property and/or Facilities Property, subject to outstanding mortgages, if any, now on record in said County/Parish.

Grantor shall retain all oil, gas and other mineral rights in, on and under the right of way and easement granted herein.

This right-of-way and easement shall run with the Property and/or Facilities Property and inure to the benefit of, and be binding upon, the successors in interest of Grantor, in and to the Property and/or Facilities Property.

Grantee shall have the right to assign this easement in whole or in part of one or more

assignees.

This contract is binding upon any subsequent owner or owners of said land, and it is hereby expressly understood that the parties securing this grant in behalf of Grantee are without authority to make any covenant or agreement not herein expressed and hereby adopt the name hereinabove stated and impresses the same upon said land, incorporating said map as a part of this dedication.

WITNESS THE EXECUTION HEREOF this \_\_\_\_ day of \_\_\_\_\_, A.D., 2014.

GRANTOR:

CITY OF LUBBOCK

BY: \_\_\_\_\_  
Name: Glen Robertson, Mayor

ATTEST:

\_\_\_\_\_  
REBECCA GARZA, City Secretary

APPROVED AS TO CONTENT:

    *Dave Booher*      
DAVE BOOHER, Right-of-Way Agent

APPROVED AS TO FORM:

    *Chad Weaver*      
CHAD WEAVER, Assistant City Attorney

**ACKNOWLEDGMENT BY CORPORATION OR OTHER BUSINESS ENTITY**

STATE OF TEXAS§

§

COUNTY OF LUBBOCK§

BEFORE ME, the undersigned Notary Public, on this day personally appeared GLEN ROBERTSON, Mayor of the City of Lubbock, Texas, a Home-Rule Municipality, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same on behalf of THE CITY OF LUBBOCK, TEXAS for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public, State of Texas

# SECTION 2, BLOCK D-3

G. C. & S. F. RAILROAD COMPANY SURVEY  
LUBBOCK COUNTY, TEXAS



## EXHIBIT "B" ABOVE GROUND FAC. EASEMENT

### TRACT I

METES AND BOUNDS DESCRIPTION of a 0.2643 acre tract of land out of a 640 acre tract described in Volume 267, Page 206 of the Deed Records of Lubbock County, Texas (parent tract), located in Section 2, Block D-3, G. C. & S. F. Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a metal fence post found at the Southeast corner of this tract which bears North a distance of 370.73 feet and West a distance of 52.36 feet from a 5/8" iron rod found at the Southeast corner of said Section 2 and the Southeast corner of said parent tract;

THENCE N. 89°39'54" W. a distance of 58.25 feet to a metal fence post found at the Southwest corner of this tract;

THENCE N. 00°02'02" W. a distance of 197.71 feet to metal fence post found at the Northwest corner of this tract;

THENCE N. 89°51' E. a distance of 58.05 feet to a metal fence post found at the Northeast corner of this tract;

THENCE S. 00°05'23" E. a distance of 198.21 feet to the Point of Beginning.

Contains: 11,512 square feet

## EXHIBIT "A"

### TRACT II Pipe Line Easements

METES AND BOUNDS DESCRIPTION of a 0.2289 acre tract of land out of a 640 acre tract described in Volume 267, Page 206 of the Deed Records of Lubbock County (parent tract), Texas, located in Section 2, Block D-3, G. C. & S. F. Railroad Company Survey, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East line of said Section 2 and the Eastern boundary of said parent tract for the Southeast corner of this tract which bears North a distance of 46.55 feet from a 5/8" iron rod found at the Southeast corner of said Section 2 and the Southeast corner of said parent tract;

THENCE N. 35°04'11" W. a distance of 148.07 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 02°15'35" W. a distance of 41.28 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE S. 44°59'38" W. a distance of 108.70 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE West a distance of 14.64 feet to a 1/2" iron rod with cap set for the Southwest corner of this tract;

THENCE North a distance of 20.00 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE East a distance of 6.35 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 44°59'38" E. a distance of 92.59 feet to a 1/2" iron rod with cap set for a corner of this tract;

THENCE N. 02°15'35" E. a distance of 236.08 feet to a 1/2" iron rod with cap set for the Northwest corner of this tract;

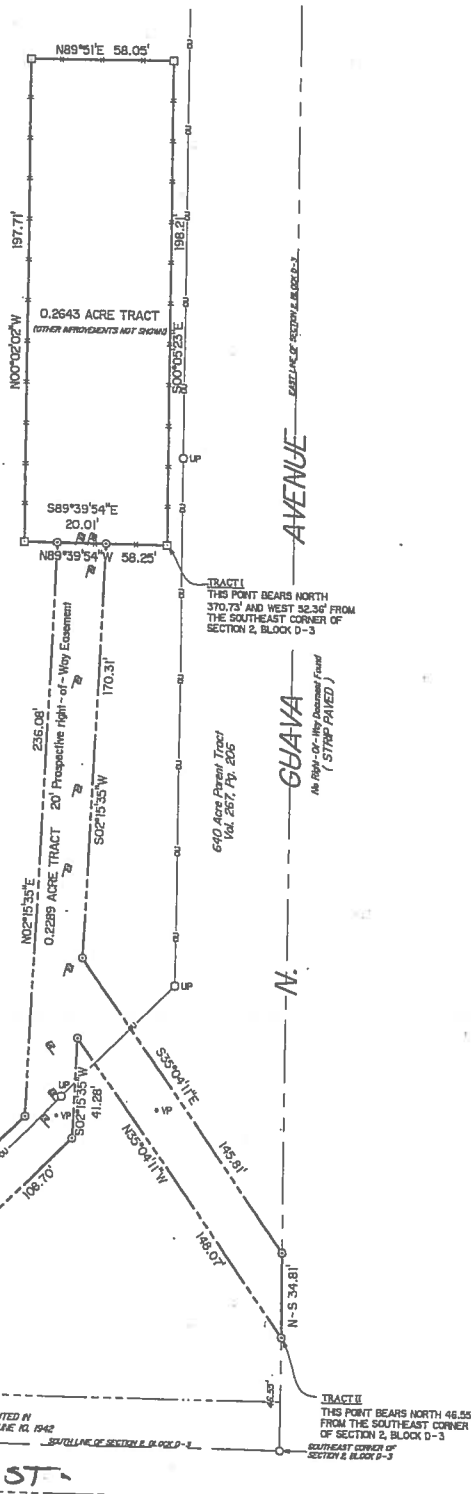
THENCE S. 89°39'54" E. a distance of 20.01 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract;

THENCE S. 02°15'35" W. a distance of 170.31 feet to a 1/2" iron rod with cap set for a corner of this tract;

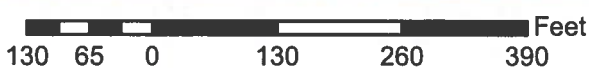
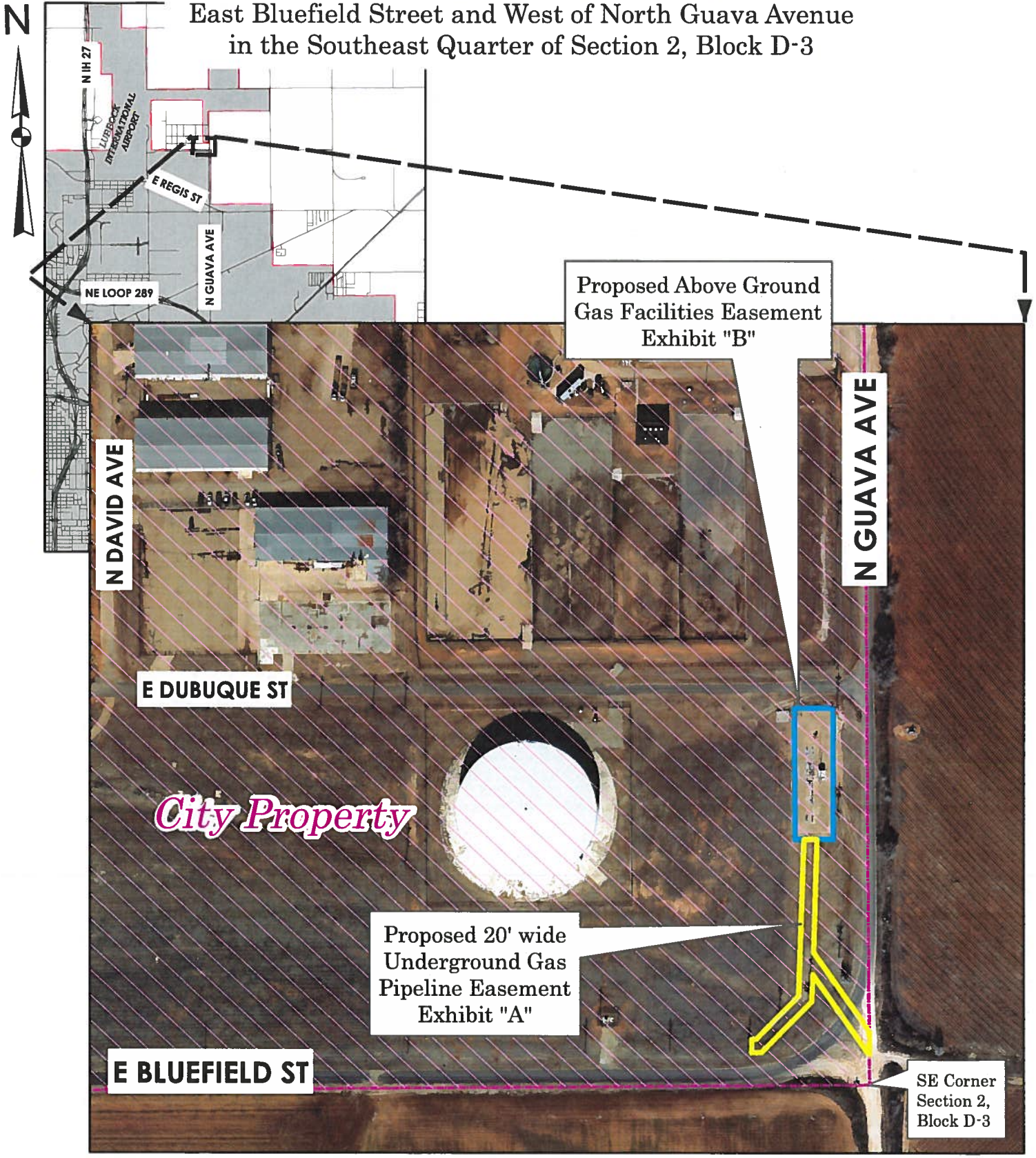
THENCE S. 35°04'11" E. a distance of 145.81 feet to a 1/2" iron rod with cap set in the East line of said Section 2 and the Eastern boundary of said parent tract;

THENCE South, along the East line of said Section 2 and the Eastern boundary of said parent tract, a distance of 34.81 feet to the Point of Beginning.

CONTAINS: 9969 SQ FT

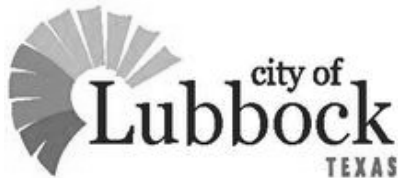


Proposed 20' Underground Gas Pipeline Easement and Above Ground Gas Facilities Easement Located North of East Bluefield Street and West of North Guava Avenue in the Southeast Quarter of Section 2, Block D-3



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. 16.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 4 to contract 9786 a Professional Services Contract with Halff Associates, Inc. of Fort Worth, Texas for the Video Inspection of Storm Sewers – Phase 2, RFQ 10-110-MA.

**Item Summary**

This Amendment 4 is a time extension to the Professional Services Agreement with Halff and Associates, Inc. The current contract is for video inspection and assessment of storm sewer pipes and will expire on September 30, 2014. The amendment does not include any fee increases or additional compensation. City staff has requested this amendment for time extension. The additional time allows the City to install additional manholes and raise existing manholes in order to provide Halff Associates access to complete the inspection of the remaining storm sewer pipelines.

City Council awarded the original contract to Halff Associates, Inc. on October 14, 2010, for a not to exceed amount of \$955,000. Amendment 1 was for a time extension only in order to conduct additional linear footage of inspection with available funds under the original contract. Amendment 2 added approximately 90,000 linear feet to be inspected along with additional time to extend the contract until December 31, 2012, for an additional amount of \$973,000. Amendment 3 added approximately 70,000 linear feet to be inspected along with additional time to extend the contract until March 31, 2014, for an additional amount of \$600,000.

**Fiscal Impact**

None.

**Staff/Board Recommending**

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

---

**Attachments**

Resolution - Halff Associates

Amendment 4 - Halff Associates

Budget Detail

CIP Detail

---

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No.4 to that certain Agreement dated October 14, 2010 for engineering services to perform a video inspection and assessment of the storm sewer infrastructure in the Arnett Benson and Avenue R drainage basins, by and between the City of Lubbock and Halff Associates, Inc., 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:

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

APPROVED AS TO FORM:

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

vw:ccdcs/RES.Amend #4 Agrmt-Hall Associates  
February 19, 2014

**AMENDMENT NO. 4  
TO AGREEMENT  
OF LUBBOCK, TEXAS  
AND  
HALFF ASSOCIATES, INC.  
FOR ENGINEERING SERVICES**

ENGINEERING SERVICES TO: Perform a video inspection and assessment of the storm sewer infrastructure in the Arnett Benson and Ave. R drainage basins and to develop a comprehensive geospatial database that integrates the storm sewer schematic with all supporting data, Project NO. #8070 and Contract NO. # 9786 hereinafter referred to as "the Project."

THIS IS AN AMENDMENT TO THE AGREEMENT dated October 14, 2010 and entered into by and between the CITY OF LUBBOCK, TEXAS, hereinafter called "Owner," and HALFF ASSOCIATES, INC., hereinafter called the "Engineer," of 1201 N. Bowser Rd in Richardson, Texas. The original Agreement was approved by City Council action on October 14, 2010, Resolution No. 2010 R0492.

This amendment is a time extension for the original agreement, such that the Agreement and Amendment shall terminate at the close of business on September 30, 2014, unless a mutual agreement is made by the Owner and the Engineer to extend the agreement.

This amendment does not include any fee increase or any additional compensation to the Engineer. The extended time is necessary to allow the Owner to install two (2) manholes that will provide access to the storm drain system. Once the manholes have been installed the Engineer will be able to complete the CCTV video inspection.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

Executed in three counterparts (each of which is an original) on behalf of Engineer by its Vice President shown below and on behalf of Owner this 11th day of February, 2014.

CITY OF LUBBOCK:


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

APPROVED AS TO CONTENT:

ATTEST:

  
\_\_\_\_\_  
Wood Franklin, P.E., City Engineer

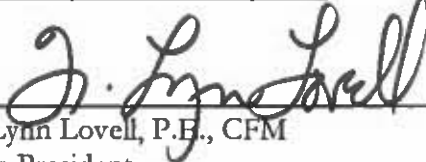
\_\_\_\_\_  
Rebecca Garza, City Secretary

  
\_\_\_\_\_  
Michael Keenum, P.E., CFM, Stormwater Engineer

APPROVED AS TO FORM:

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

HALFF ASSOCIATES, INC.

  
\_\_\_\_\_  
T. Lynn Lovell, P.E., CFM  
Vice President

  
\_\_\_\_\_  
Erin Atkinson, P.E., CFM, GISP  
Project Manager

Mailing Addresses:

For the purpose of this agreement, the following addresses shall be used to mail all required notices, reports, claims and correspondence:

For: Halff Associates, Inc.  
4000 Fossil Creek Blvd.  
Fort Worth, Texas 76137  
Attn: Erin Atkinson, P.E., CFM, GISP

For: City of Lubbock  
1625 13<sup>th</sup> Street  
Lubbock, Texas 79401  
Attn: Michael Keenum, P.E., CFM

**City of Lubbock, TX  
Capital Project  
Project Cost Detail  
March 13, 2014**

Capital Project Number: 8070  
 Capital Project Name: Video Inspection of Storm Sewers

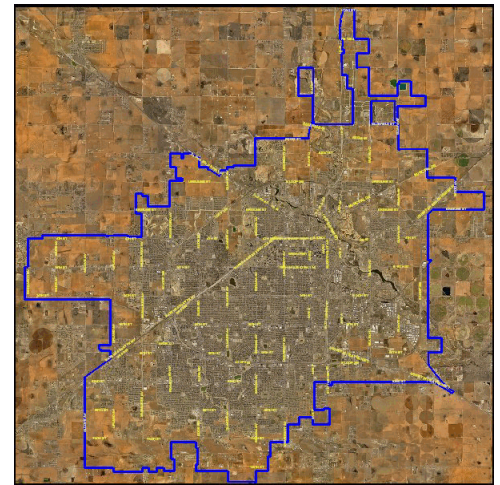
	<b>Budget</b>
<i>Encumbered/Expended</i>	
RJN Group Phase I	\$ 1,032,687
Halff Associates Phase II	955,000
Halff Associates Phase III	973,000
Halff Associates Phase IV	600,000
Administrative Cost	3,354
 <i>Agenda Item March 13, 2014</i>	
Amendment No. 4 - Halff Associates	-
<b><i>Encumbered/Expended to Date</i></b>	<b>3,564,041</b>
 <i>Estimated Costs for Remaining Appropriation</i>	
Administrative Costs	35,959
<b><i>Remaining Appropriation</i></b>	<b>35,959</b>
 <b>Total Appropriation</b>	 <b>\$ 3,600,000</b>

*Managing Department*      **Storm Water Utility**

*Project Manager*            **Mike Keenum**

*Project Classification*      **Upgrade/Major Maintenance**

*Project Status*                **Approved**



*Project Scope*

Video inspection of the City’s entire storm water infrastructure conducted in phases, beginning with the downtown area. As the storm water manholes and inlets are video inspected, a survey crew records the exact location and invert elevation of each pipe for the City’s Geographic Information System.

*Project Justification*

Much of the City’s storm water system infrastructure, which a large portion is located in the downtown area, is approaching 80 years old. Video inspection increases staff’s knowledge of the aging infrastructure and provides important and useful information on pipe conditions and locations. Staff must be able to locate storm water infrastructure for possible leaks or illicit connections in order to remain in compliance with the storm water permit.

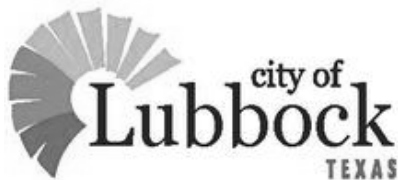
*Project History*

Staff receives many requests to locate storm sewers in areas of construction.

\$804,000 was appropriated in the FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.  
 \$598,000 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.  
 \$598,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.  
 \$1.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-00080, September 8, 2011.  
 \$600,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
Other Activities	6,000	0	0	0	0	0	0	6,000
Other Activities	3,594,000	0	0	0	0	0	0	3,594,000
<b>Total Project Appropriation</b>	<b>3,600,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,600,000</b>

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	
FY 2007 Storm Water Revenue CO's	804,000	0	0	0	0	0	0	804,000
FY 2009 Storm Water Pay-As-You-Go	598,000	0	0	0	0	0	0	598,000
FY 2012 Storm Water Pay-As-You-Go	1,000,000	0	0	0	0	0	0	1,000,000
FY 2013 Storm Water Pay-As-You-Go	600,000	0	0	0	0	0	0	600,000
Storm Water Utility Pay-As-You-Go	598,000	0	0	0	0	0	0	598,000
<b>Total Funding Sources</b>	<b>3,600,000</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>3,600,000</b>



**Regular City Council Meeting**

**5. 17.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Public Works - Water Resources:** Consider a resolution authorizing the Mayor to execute contract 11799 Professional Services Agreement between the City of Lubbock and Enprotec/Hibbs & Todd, Inc. (eHT) to perform environmental engineering services at the former Fire Training Academy (FTA) located at 102 Municipal Drive.

**Item Summary**

In 1995, the City contracted with eHT to perform environmental engineering services which included the remediation and assessment of contamination found at City owned facilities. In 1996, the City was directed by the State of Texas to assess and remediate contaminants found at the former FTA site located at 102 Municipal Drive in Lubbock, Texas. In September 2004, eHT began coordinating with the Texas Commission on Environmental Qualities (TCEQ) to perform the necessary soil and groundwater assessment and cleanup at the FTA facility. During June 2011, the City Council adopted a resolution and ordinance establishing a Municipal Setting Designation (MSD) in the FTA area to protect the public from potential exposure to any elevated concentrations of contaminants in the groundwater. After the TCEQ gave their final approval of the MSD, they approved the City's plans to plug and abandon all monitor wells associated with the site. Well plugging and the collection of additional soil samples were completed in September 2013.

Contaminated site cleanup projects directed by the State can take more than a decade to assess and cleanup before site closure is approved. This contract allows eHT to continue providing their engineering services for the assessment and remediation of the soil exposure pathway as well as finalize closure for the FTA site.

**Fiscal Impact**

A total of \$80,000 has been budgeted in cost center 1115 for this project during FY 2013-14.

**Staff/Board Recommending**

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

---

**Attachments**

Resolution - Enprotech

Agreement - Enprotech

---

**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 Professional Services Agreement to provide environmental assessment, monitoring, remediation design, equipment installation, operations of remediation equipment, cleanup, and closure services for soil, groundwater, and air pathways that have been contaminated with pollutants, by and between the City of Lubbock and Enprotec / Hibbs and Todd, Inc., 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 this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

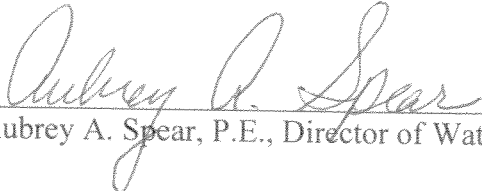
\_\_\_\_\_  
GLEN C. ROBERTSON, MAYOR

ATTEST:

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

APPROVED AS TO CONTENT:

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

  
\_\_\_\_\_  
Aubrey A. Spear, P.E., Director of Water Resources

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Laura Pratt, Assistant City Attorney

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Enprotec / Hibbs & Todd, Inc. (eHT) (the "Engineer"), a Texas corporation.

### WITNESSETH

WHEREAS, Engineer has substantial skill and experience in the assessment, monitoring, remediation design, equipment installation, operations of remediation equipment, cleanup, and closure of soil, groundwater, and air pathways that have been contaminated with pollutants and is qualified to perform such activities (the "Activities");

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

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

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

### ARTICLE 1

#### Services

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

## ARTICLE II

### Compensation and Term

- 2.01 The consideration to be paid for the Services to be provided the City as described in Article 1 shall be paid for on a time and materials basis as provided in Attachment "A", attached hereto, not to exceed the sum of \$60,200. This amount shall be invoiced to the City on a monthly basis, as work is performed.
- 2.02 This Agreement shall expire on September 30, 2015. Additionally, the City may terminate this Agreement at any time during the term hereof by providing written notice to Engineer at least thirty (30) days prior to the effective date of termination as provided in such notice. In the event this Agreement is so terminated, the City shall only pay Engineer for services actually performed by Engineer up to the date Engineer is deemed to have received notice of termination as provided herein.

## ARTICLE III

### Independent Contractor

- 3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill, and diligence in the performance of the Services as is exercised by a professional engineer under similar circumstances. Engineer hereby represents to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent

contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Engineer and Engineer's employees will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules, or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

#### ARTICLE IV

##### Events of Default/Remedies

- 4.01 a. City's Defaults/Engineer's Remedies. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by Engineer to perform hereunder, Engineer may, if said default shall be continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to it by law, contract, equity or otherwise.
- b. Engineer's Defaults/City's Remedies. In the event Engineer shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Engineer, exercise any right or remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

ARTICLE V

Insurance/Indemnity

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

Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, and automobile liability coverage for non-owned and hired vehicles 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. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$500,000 Per Occurrence

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

The City shall be listed as a primary additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Engineer shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

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

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

ARTICLE VI

Miscellaneous

- 6.01 Engineer shall comply with applicable laws, statutes, regulations, ordinances, rules and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein.
- 6.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the United States mail, as set forth above.

For City:

Aubrey Spear, P.E., Director of Water Resources  
P.O. Box 2000  
Lubbock, Texas 79457  
Facsimile: (806) 775-3344

For Engineer:

Fred Curnutt, P.E., Vice President  
Enprotec / Hibbs & Todd, Inc.  
6310 Genoa, Suite E  
Lubbock, Texas 79424  
Facsimile: (806) 794-0778

- 6.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN

LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.

- 6.04 This Agreement, including the exhibits and attachments hereto, represents the entire and sole agreement between the City and Engineer with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.
- 6.05 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Engineer and the City.
- 6.06 Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.
- 6.07 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.
- 6.08 This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the “Texas Public Information Act”) the same shall be of no force and effect. Any and all documents, drawings and specifications prepared by Engineer as part of the Services hereunder, shall become the

property of the City when Engineer has been compensated as set forth in Section 2.01, above.  
The Engineer shall make copies of any and all work products for its files.

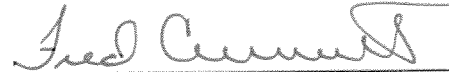
- 6.09 A waiver by either City or Engineer of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.
- 6.10 Engineer may not assign or subcontract any part of the Services under this Agreement, in whole or in part, without the written consent of such assignment or subcontract by the City. Engineer may, subject to the right of approval by the City, subcontract certain of the Services to highly qualified professionals. The right of approval of the City of Engineer's subcontractors is hereby delegated by the City Council of City to the Director of Water Resources. The approval by the City of the subcontract requested by Engineer shall not affect the liability of Engineer hereunder to City for the timely performance of the Services as prescribed in this Agreement. The term "Engineer", as used in and for all purposes of this Agreement, includes Engineer's subcontractors and subconsultants. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.
- 6.11 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Engineer.
- 6.12 Engineer represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Engineer to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Engineer hereto.
- 6.13 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 Agreement, the former shall control.

6.14 THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

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

ENGINEER



FRED CURNUTT, VICE PRESIDENT  
ENPROTEC, HIBBS & TODD, INC.

CITY OF LUBBOCK

\_\_\_\_\_  
GLEN ROBERTSON, MAYOR

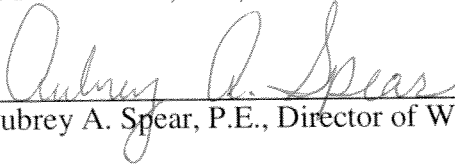
ATTEST:

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

APPROVED AS TO CONTENT:

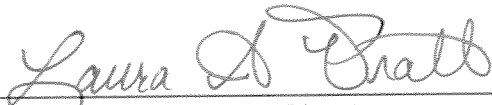


\_\_\_\_\_  
R. Keith Smith, P.E., Director of Public Works



\_\_\_\_\_  
Aubrey A. Spear, P.E., Director of Water Resources

APPROVED AS TO FORM:



\_\_\_\_\_  
Laura Pratt, Assistant City Attorney

**Attachment A**  
**Environmental Engineering Services**  
**Fire Training Academy (FTA) Site**  
**102 Municipal Drive, Lubbock, Texas**

The scope of this project includes contamination remediation, assessment, coordination and closure of the Former Fire Training Academy Site located at 102 Municipal Drive in Lubbock, Texas. In 1996, the Texas Natural Resource Conservation Commission (TNRCC) met with the City of Lubbock (COL) and their environmental consultant to discuss actions necessary to assess and remediate the contamination at the FTA. The TCEQ (formerly TNRCC) has directed the COL in the actions necessary to assess and remediate the FTA site. In 2001, the FTA site was referred to the TCEQ's Texas Risk Reduction Program (TRRP) for cleanup. Numerous monitoring wells have been drilled and samples (soil and groundwater) have been collected and analyzed as a result of the directives given by the TCEQ.

During the City of Lubbock's Fiscal Year 2012-2013, the following activities were completed related to this project:

- Gauged MW-10 periodically for measuring and determining stability of residual NAPL.
- Recovered residual NAPL from MW-10 via hand bailing and adsorbent socks.
- Submitted APAR (Assessment Report) revisions in October 2012.
- Revised APAR was approved by TCEQ February 2013.
- Drilled confirmation bore holes and collected soil samples at 10 locations in areas of prior contamination during September 2013.
- Plugged and abandoned all monitor wells at the site during September 2013 in preparation for site closure.

### **Goal of Proposed Activities**

Provide closure (no further action) at the Former Fire Training Academy site with respect to the remediation and/or assessment of regulated chemicals of concern (COC).

### **Scope of Work**

#### Task 1: Site Closure

Prepare and submit information in the form of an APAR Addendum or any other form as deemed necessary by the TCEQ recommending closure without electing Self Implement Remedy Standard A or submitting a Response Action Plan based on the soil sampling results obtained last year. If TCEQ approves this recommendation, the closure paper work will be prepared and submitted to close the site. The City personnel will be coordinated with throughout the communication process. If TCEQ does not approve the recommendation, Self-Implement Remedy Standard A of the site will be proposed and Task 2 will be implemented to expedite closure of the FTA site.

Task 2: Soil Remediation

Prepare and coordinate bid process for site remediation. Prepare and submit a Self Implementation Notice (SIN) at least 10 days prior to response action implementation. Remove and dispose contaminated soil (approximately 91 cubic yards) at the former Truck Pit and the former Catch Basin Pit areas along with removal and disposal of concrete (approximately 21 cubic yards) from the Truck Pit area to the extent necessary to meet TCEQ requirements to bring the site to closure. Haul clean soil to site and fill in areas where soil was removed to return soil level to original grade as required bringing the site to closure. The waste will be placed in appropriate containers for storage and disposal. Disposal options will be determined based on analytical results of samples retrieved from the stored waste. Sample the soil (approximately 10 samples from the soil stock pile and 10 samples from the excavation area) to ensure that all the soil with contaminants above required levels have been removed. Coordinate all site activities and reporting with the City and TCEQ. Prepare and submit a Response Action Completion Report (RACR) to the TCEQ.

**Reporting of Activities**

Reporting of the proposed assessment activities will consist of a monthly status update.

**Project Schedule**

Upon approval by the City, eHT will schedule a meeting with City personnel to determine a schedule to accomplish the scope of work. Any required laboratory analyses of soil samples should be completed within approximately 10 working days after sample receipt by the laboratory, if needed.

**Project Cost**

The fees for the project are presented in the cost summary below and are based upon estimates concerning time, sampling frequency, and subcontractor services. Should the scope of services change, a contract amendment for the additional services and the associated fees will be submitted for approval by the City.

**Former Fire Training Academy  
Budget Summary**

<b>Task 1: Site Closure</b>	<b>\$13,000.00</b>
Task 1.1 TCEQ/City site Closure	
Task 1.2 Closure Management	
<b>Task 2: Soil Remediation</b>	<b>\$47,200.00</b>
Task 2.1 Site Cleanup	
Task 2.2 Project Management	
Task 2.3 Sample Analysis	
<hr/>	
<b>Total Not to Exceed Fee</b>	<b>\$60,200.00</b>

## **Cost of Professional Services**

Refer to the FEE SCHEDULE associated with these services, see ATTACHMENT A-1 next page. Trace Analysis rates (2014) attached on ATTACHMENT A-1. A breakdown of the cost for professional services is attached as ATTACHMENT A-2.

Enprotec / Hibbs & Todd, Inc.  
 CURRENT HOURLY CHARGES FOR PROFESSIONAL SERVICES  
 Charges include all salaries, salary expense, overhead, and profit.

Principal .....	\$ 180.00 per hour
Senior Project Manager.....	150.00 per hour
Senior Engineer / Geologist / Project Manager .....	135.00 per hour
Project Engineer / Geologist .....	120.00 per hour
Senior Engineering Technician .....	115.00 per hour
Staff Engineer / Geologist .....	105.00 per hour
RPLS I .....	125.00 per hour
RPLS II .....	90.00 per hour
Operations Specialist / Regulatory Compliance Specialist .....	110.00 per hour
Engineering Technician I .....	95.00 per hour
Engineering Technician II .....	80.00 per hour
Engineering Technician III .....	70.00 per hour
CMT Tech I .....	50.00 per hour
CMT Tech II .....	45.00 per hour
Environmental Tech I .....	85.00 per hour
Environmental Tech II .....	70.00 per hour
Survey Tech I .....	60.00 per hour
Survey Tech II .....	45.00 per hour
CAD I .....	85.00 per hour
CAD II .....	75.00 per hour
Secretarial.....	50.00 per hour
Travel .....	Current IRS rate per mile

TraceAnalysis, Inc  
 Enprotec - FFTA of Lubbock Pricing  
 FY2014

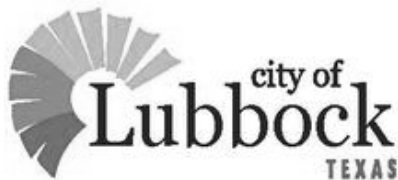
SVOCS (GC/MS)	\$320
VOC (GC/MS)	230
BTEX/MTBE (8021)	60
TPH (TX1005)	60
Lead (6010)	34
PAH (8270)	230
Metals (6010) *	34
Pesticides (8081)	193
PCBs (8081)	132

**COST PROPOSAL FOR ENGINEERING SERVICES**

Project Description: Fire Training Academy Site Rev  
 Project Numbers: 3050  
 Owner: City of Lubbock  
 Engineer: Fred Curmutt  
 Date: 4-Feb-14

Job Description	Sr Project Mgr		Senior Engineer		Project Geologist		Staff Eng/Geod		Engineering Tech		CAD		Secretary		Per Diem		Material		Total		
	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours		In-Hours	Compt/Contingent
1.1 Site Closure	150.00	3.2	135.00	3.2	120.00	0.0	105.00	0.0	85.00	0.0	75.00	0.0	50.00	0.0	70.00	0.0	0.00	0.0	13,000	0.0	13,000
1.1.1 CE/COA Site Closure																					
1.1.2 Closure Management																					
2.1 Site Remediation	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.00	0.0	0.0	0.0	0.0
2.1.1 Site Cleanup																					
2.1.2 Project Management																					
2.1.3 Sample Analysis																					
<b>TOTAL</b>		179																	18,200	0.0	18,200

Total Hours: 179      Cost per Hour: \$ 102      Total Reimbursable Cost: \$ 18,200      Total Consultant Cost: \$ 42,000      Total Stage Cost: \$ 60,200



**Regular City Council Meeting**

**5. 18.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 11718 with Gorman Outdoor, Inc. and contract 11791 with Back to Nature, Inc. for the fertilization at various parkland properties, ITB 14-11718-TS.

**Item Summary**

This contract will provide the application of liquid and granular fertilizer on various parkland properties during the 2014 season. Three applications of liquid fertilizer will be applied on sports fields to cover approximately 305 acres. Two applications of granular fertilizer will cover approximately 886 acres of parkland. The fertilizer application will improve turf health and appearance. The liquid application will include blends of 15-5-5 fertilizer and 46-0-0 fertilizer with bio-soil enhancers. The granular fertilizer will be a blend of 16-4-6 +2% Iron and micro nutrients and a blend of 38-0-0 +4% Sulfur and 3% Iron.

Bids were received from the following companies:

Gorman Outdoor, Inc. of Shallowater, TX	\$152,878
Back to Nature, Inc. of Slaton, TX	55,308

A bid tabulation is provided.

Staff recommends bid award group one, items one thru three to Back to Nature, Inc. of Slaton, TX for \$ 55,308 and group two, items four and nine to Gorman Outdoor, Inc. of Shallowater, TX. for \$152,578.

**Fiscal Impact**

Funding is appropriated for this purpose in the Parks and Recreation Operating Budget.

**Staff/Board Recommending**

Scott Snider, Assistant City Manager

---

**Attachments**

Resolution & Contract - Gorman Outdoor, Inc

Resolution & Contract - Back to Nature, Inc

---

**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. 11718 for fertilization at various parkland properties, by and between the City of Lubbock and Gorman Outdoor, Inc., of Shallowater, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

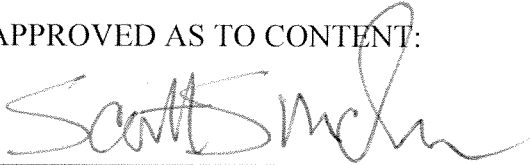
Passed by the City Council on \_\_\_\_\_.

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

ATTEST:

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

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



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

vw:ccdcs/RES.Contract-Gorman Outdoor  
February 11, 2014

**City of Lubbock, TX  
Contract for Services  
For Fertilization at Various Parkland Properties**

**THIS CONTRACT** made and entered into this **13th** day of **March, 2014**, by and between the City of Lubbock ("City"), and **Gorman Outdoor, Inc.**, ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Fertilization at Various Parkland Properties 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 Fertilization at Various Parkland Properties.

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, Fertilization at Various Parkland Properties and more specifically referred to as Items Four and Nine 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, bid form, and terms and conditions contained herein.
3. The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2014 Parkland Turf program attached hereto. Application dates may vary.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	500,000
Commercial General Liability	
General Aggregate	
Products-Comp/OP	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	500,000
Any Auto	
Workers Compensation	Statutory Amounts

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

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

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

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

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

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11718-TS, 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

CONTRACTOR  
  
BY J. Brett Gorman  
Authorized Representative

ATTEST:  
  
\_\_\_\_\_  
Rebecca Garza, City Secretary

J. Brett Gorman  
Print Name

7812 N FM 179  
Address

APPROVED AS TO CONTENT:  
Scott Snider  
Scott Snider  
Assistant City Manager

Shallowater TX 79363  
City, State, Zip Code

APPROVED AS TO FORM:  
Chad [Signature]  
Assistant City Attorney

**City of Lubbock, TX**  
**Specifications**  
**Fertilization at Various Parkland Properties**

**General.** To provide chemicals and application of herbicide weed control to selected park lands.

**1.0 DEFINITIONS**

- 1.1 Agent** - An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the contractor.
- 1.2 City** - The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.
- 1.3 City Council** - City Council of the City of Lubbock, Texas.
- 1.4 Contract Time** - The number of allowable days to complete the contract.
- 1.5 Contractor** - The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.
- 1.6 Extra Work** - Work over and above that called for in the contract.
- 1.7 Mayor** - The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract in behalf of the City.
- 1.8 Notice to Proceed** - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.
- 1.9 Parks Manager** - The individual whom shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery. All questions, notices, or documentation arising under this agreement shall be addressed to the Parks Manager.
- 1.10 Specifications** - The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.
- 1.11 Subcontractor** - Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.
- 1.12 Surety** - The Corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.
- 1.13 Unit Price** - Payment to the contractor based on a unit or portion of the work performed.
- 1.14 Work** - All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.

## 2.0 TERMS AND CONDITIONS

- 2.1 **Work:** It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract.
- 2.2 **Specification Change:** During the term of the Contract, the City may cancel applications to certain parks, thereby decreasing the contract; acreage pricing will be used to determine cost adjustments. All changes shall be in writing.

When the quantity of work to be done under any item of the contract is less than 75 percent of the quantity stated in the contract, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the work performed.

- 2.3 **Changed Condition:** If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Parks Manager. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition. If the City determines that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and finds that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.
- 2.4 **Clean-up:** As specified in the Maintenance Standards Specifications, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left unattended at sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the city for said expenses shall be deducted for the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.
- 2.5 **Preservation and Restoration of Property:** The Contractor is responsible for the preservation of all City owned and adjacent property owner lands which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Parks Manager or his Agent as soon as possible but not exceeding twenty-four (24) hours from the time

damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Parks Manager or his Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours notice from the Parks Manager, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment. For work performed under contract, the Parks Manager shall take whatever steps necessary to execute the Performance Bond.

- 2.6 **Equipment:** The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable Federal, State and Local laws and regulations. Contractor's equipment is subject to inspection and approval of the Parks Manager or his Agent. If the Parks Manager or his Agent deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall remove the equipment from the premises. All equipment that will be used to apply fertilizer must have turf tires.
- 2.7 **Property Boundary:** Parks & City Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend to roadway, if the boundary is an alley, application will consist of a minimum of one half of alley. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary.
- 2.8 **Termination of Contract:** This contract shall remain in effect until performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. 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.

### 3.0 CONTROL OF WORK

- 3.1 **Authority of the Parks Manager:** It is understood by all parties that the work is to be done to the satisfaction of the Parks Manager or his authorized agent(s). The Parks Manager shall interpret all specifications, and shall determine the acceptability of all work. The Parks Manager shall decide the quality, and amount of all work done and shall determine the amounts to be paid under the contract. The Parks Manager shall be the sole administrator of claims and his decision shall be final, conclusive and binding on all parties.
- 3.2 **Authority of the Agent:** The Parks Manager may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agents duties shall include keeping the Parks Manager notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Parks Manager and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Parks Manager to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Parks Manager.
- 3.3 **Extra Work:** Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or

specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Parks Manager reserves all rights to refuse payment for such work.

- 3.4 Unauthorized Work:** All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Parks Manager shall be done at the expense of the Contractor. The Contractor may be ordered to remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.
- 3.5 Final Inspection:** Final Inspection of the site shall take place by the Parks Manager or his appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Parks Manager or his Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.
- 3.6 Laws and Regulations:** The Contractor and any subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all Federal, State and Local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable Federal, State and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner which prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Applications shall be performed through a Licensed Applicator. The contractor shall furnish copies of all licenses for all applicators with the bid at closing.
- 3.7 Advertising:** Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.
- 3.8 Special Events:** The Contractor shall schedule work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Parks Manager or his Agent. The Parks Manager or his Agent will attempt to notify the contractor forty-eight hours prior to an event that requires application schedule adjustments
- 3.9 Citizen Contact:** The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of park patrons while doing work on City owned property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed. Should a Contractor's worker be contacted by a citizen visiting the property they are maintaining, proper assistance shall be given to the citizen. Should the worker not know the answer to the citizen's question, the worker should refer the citizen to the agent responsible for the contract inspections.

- 3.10 Identification and Character:** Contractor's vehicles shall be marked with the contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.
- 3.10.1** The Contractor shall prohibit the use of intoxicating substances by its drivers and crew members while on duty or in the course of performing their duties under this Contract.
- 3.10.2** Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Commercial Drivers License appropriate for the weight and type of vehicle being driven.
- 3.10.3** The Contractor's employees, officers, agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.
- 3.11 Safety:** The Contractor is responsible for maintaining a safety program which ensures compliance with all Federal Occupational Safety and Health Act of 1970 standards. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program.
- 3.12 Disputed Work:** If the contractor is of the opinion that (a) the work necessary or required to accomplish the result intended by this contract; or (b) any work ordered to be done as contract work by the City is extra work or additional work and not contract work; or (c) any determination or order of the City violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such work or with such order or determination, notify the City in writing of his (its) contentions with respect thereto and request a final determination thereof.

Such determination of the City shall be given in writing to the Contractor. If the City determines that the work in question is extra work and not contract work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions of the contract, thereupon the City shall cause either (a) the issuance of a written order covering the extra work as provided for in paragraph 1 of section 3.12 hereof, or (b) the determination or order complained of be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the contract.

If the City determines that the work in question is contract work and not, extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such work resulting from such compliance, the Contractor must,

within twenty (20) calendar days after receiving the City's determination and direction, notify the City in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the City for a determination or, having so appealed, should the Contractor thus fail to notify the City in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

A delay of the Contractor due to a court order against the City or because of a conflict of a utility with the work shall not be a cause for additional compensation for damages sustained by the Contractor, but may be a cause for extension of contract working time only.

In addition to the foregoing requirement, the Contractor shall, upon notice from the City, produce for examination and audit at the Contractor's office, by the representatives of the City, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the City shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the City or any agent or employee of the City shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the City to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the City, upon demand therefore, shall also produce for inspection by the Contractor such records as the City may have with respect to such disputed work or work performed under protest pursuant to order of the City, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

**3.13 Performance of Extra or Disputed Work:** While the Contractor or his (its) subcontractor is performing extra work in accordance with the City's written order, or is performing disputed work or complying with a determination or order under protest in accordance with paragraph 3 of Section 3.12 hereof, the Contractor shall daily furnish the City's representative at the site with three copies of verified statement showing:

**3.13.1** The name of each employee on this extra work and the equipment employed. This information shall be reported on forms supplied by the City. A copy of such statements shall be signed by the City's representative, noting thereon any items in question, and shall be returned to the Contractor within five working days after submission. This signature shall not be construed as the City's agreement and acceptance of

items not questioned since all items are subject to subsequent review and audit by City representatives.

**3.13.2** The Contractor and his (its) subcontractors, when required by the City, must also produce the inspection and audit by designated City representative, any and all of his (its) books, vouchers, records, daily job diaries and reports, canceled check, etc., showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The Contractor must permit the City's representatives to make extracts there from or copies thereof as may be desired. Failure of the Contractor to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

**3.14 No Waiver of Rights or Estoppels:** The City, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the work and final payment therefore from:

**3.14.1** Showing the true and correct amount, classifications, quality and character of the work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the work or the materials or any parts thereof, do not in fact conform to the contract requirements; and

**3.14.2** Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

**3.15 Contractor Default, City's Right to Suspend Work and Annual Contract:** The work or any portion of the work under contract shall be suspended immediately on written order of the City declaring the Contractor to be in default. The contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

**3.15.1** Failure of the Contractor to start work within ten (10) days from date specified in the written work order issued by the City to begin the work;

**3.15.2** Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified working time;

**3.15.3** Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the work;

**3.15.4** Substantial evidence that the Contractor has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

**3.15.5** Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work;

- 3.15.6 Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City as provided for in these specifications;
- 3.15.7 Failure of the Contractor to promptly make good any defects in the work, the correction of which has been directed in writing by the City;
- 3.15.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under contract;
- 3.15.9 Repeated and flagrant violations of safe working procedures;
- 3.15.10 The filing by the Contractor of litigation against the City prior to final completion of the work

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City designates.

- 3.16 **Suspension by Court Order Against City:** The Contractor shall suspend such part or parts of the work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.
- 3.17 **Payment Withheld:** In addition to express provisions elsewhere contained in the contract, the City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of
  - 3.17.1 Unsatisfactory progress of the work not caused by condition beyond the Contractor's control;
  - 3.17.2 Defective work not corrected;
  - 3.17.3 Contractor's failure to carry out instructions or orders of the City or his (its) representatives;
  - 3.17.4 A reasonable doubt that the contract can be completed for the balance then unpaid;
  - 3.17.5 Execution of work not in accordance with the contract documents;
  - 3.17.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;
  - 3.17.7 Failure of the Contractor to make payments to subcontractor for material or labor;
  - 3.17.8 Damage to another Contractor;

3.17.9 Unsafe working conditions allowed to persist by the Contractor;

3.17.10 Failure of the Contractor to provide work schedules as required by the City;

3.17.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

#### 4.0 CONTRACT TERM

4.1 The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2014 Parkland Turf program attached hereto as part of this bid. Application dates may vary.

4.2 Listed quantities are estimates only. Actual quantities may vary dependent upon actual usage.

#### 5.0 PROSECUTION AND PROGRESS OF WORK

5.1 **Notice to Proceed:** Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.

5.2 **Contract Time:** All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m.

5.3 **Weekends, Holidays and Nights:** Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Parks Manager or his Agent at least seventy-two (72) hours prior to doing so. The City reserves the right to deny such work that interferes with heavy park usage or special events.

5.4 **Weather:** Weather will affect the progress of grounds maintenance at times and contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Parks Manager finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Parks Manager shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.

5.5 **Character of Work:** All workers, supervisors, managers, and subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Parks Manager or his Agent may remove from the work site any person employed by the Contractor who does not represent the City

in a professional manner or does not follow the instructions given to him. If any person misconducts himself/herself, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

- 5.6 Assigning or Subletting the Contract:** The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Parks Manager or his Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.
- 5.7 Payment:** The Contractor shall receive compensation provided for in the contract at the completion and final inspection by the Parks Manager or his Agent. Payment will be determined by completed parks and the unit price for each park as submitted in the contract.

## 6.0 SPECIFICATIONS

- 6.1 Application.** Granulated Fertilizer will be applied by successful contractor as listed on the 2014 TURF PARKLAND PROGRAM. All turf areas shall be uniformly fertilized with chemical. If the site to be fertilized is a ball field, then the area to be sprayed includes an area 30 feet outside ball field fencing.
- 6.2 Schedules.** The Park Manager or his Agent will supply the successful contractor with priority schedules and known special events that may affect contractor's schedules. The successful contractor will then provide a daily schedule prior to beginning work, for review by the Parks Manager or his Agent. Contractor is responsible for all State and Federal posting and notifications.
- 6.3 Chemical.** The fertilizer shall be as listed on the 2014 TURF PARKLAND PROGRAM, or equal, approved by the Parks Manager, information on the equal brand shall be submitted with bid.

**Revised  
City of Lubbock, TX  
Fertilization at Various Parkland Properties 2014**

The City of Lubbock is requesting bids to have fertilizer applied on park land properties:

Liquid Fertilizer to be applied to all ball fields, Kastman Park and Higginbotham Park -

1 <sup>st</sup> application April 15 to May 15	305.57 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2 oz. per 1000Sq.Ft.
---	--------------	---	--------------------------

2 <sup>nd</sup> application June 17 to July 15	305.57 Acres	Liquid Compost T 46-0-0 or approved equal	1 gal per acre
---	--------------	---	----------------

3 <sup>rd</sup> application August 15 Sept 13	305.57 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2 oz. per 1000Sq.Ft.
--	--------------	---	--------------------------

Granular Fertilizer to be applied at remaining park land properties –

1 <sup>st</sup> application April 15 to May 15	886.25 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre
---	--------------	----------------------------------	------------------

2 <sup>nd</sup> application June 17 to July 15	886.25 Acres	16-4-6+2% FE +micronutrients	300 lbs per acre
---	--------------	---------------------------------	------------------

3 <sup>rd</sup> application August 15 Sept 13	886.25 Acres	16-4-6+2% FE +micronutrients	300 lbs per acre
--	--------------	---------------------------------	------------------

**Alternate bid 1:**

1 <sup>st</sup> application April 15 to May 15	886.25 Acres	38-0-0-4% Sulfur, + 3% FE	144 lbs per acre
---	--------------	------------------------------	------------------

2 <sup>nd</sup> application June 17 to July 15	886.25 Acres	38-0-0-4% Sulfur, +3% FE	144 lbs per acre
---	--------------	-----------------------------	------------------

3 <sup>rd</sup> application August 15 Sept 13	886.25 Acres	38-0-0-4% Sulfur, +3% FE	144 lbs per acre
--	--------------	-----------------------------	------------------

1 <sup>st</sup> application at cemetery May 1 June 1	160 Acres	38-0-0-4% Sulfur, +3%FE	141 lbs per acre
---	-----------	----------------------------	------------------

2 <sup>nd</sup> application at cemetery July 1 August 1	160 Acres	38-0-0-4% Sulfur, +3%FE	141 lbs per acre
--	-----------	----------------------------	------------------



**Revised**  
**City of Lubbock, TX**  
**Purchasing and Contract Management**  
**BID FORM**

In compliance with the Invitation to Bid 14-11718-TS, 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 14-11718-TS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	APPLICATION (dates may vary)	UNIT OF MEASURE (+/-)	PRODUCT	APPLICATION RATE	COST PER ACRE*	EXTENDED COST
<b>Liquid Fertilizer</b>						
1.	1 <sup>st</sup> Application April 15 - May 15, 2014	305.57 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2oz. per 1000 sq. ft.	\$ 58	\$ 17,723.26
2.	2 <sup>nd</sup> Application June 17 - July 15, 2014	305.57 Acres	Liquid Compost T 46-0-0 or approved equal	1 gal per acre	\$ 70	\$ 21,389.90
3.	3 <sup>rd</sup> Application Aug 15 - Sept 13, 2014	305.57 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2oz. per 1000 sq. ft.	\$ 58	\$ 17,723.26
<b>Granular Fertilization of Various Parkland Properties Fertilizer</b>						
4.	1 <sup>st</sup> Application April 15 - May 15, 2014	886.25 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	\$ 104	\$ 92,170.00
5.	2 <sup>nd</sup> Application June 17 - July 15, 2014	886.25 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	\$ 104	\$ 92,170.00
6.	3 <sup>rd</sup> Application Aug 15 - Sept 13, 2014	886.25 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre	\$ 104	\$ 92,170.00
<b>Alternate Bid 1</b>						
7.	1 <sup>st</sup> Application April 15 to May 15, 2014	886.25 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	\$ 68.50	\$ 60,708.12
8.	2 <sup>nd</sup> Application June 17 to July 15, 2014	886.25 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	\$ 68.50	\$ 60,708.12
9.	3 <sup>rd</sup> Application Aug 15 to Sept 13, 2014	886.25 Acres	38-0-04% Sulfur + 3% FE	144 lbs per acre	\$ 68.50	\$ 60,708.12
10.	1 <sup>st</sup> Application at Cemetery May 1 to June 1, 2014	160 Acres	38-0-04% Sulfur + 3% FE	141 lbs per acre	\$ 77.50	\$ 11,600.00
11.	2 <sup>nd</sup> Application at Cemetery July 1 to August 1, 2014	160 Acres	38-0-04% Sulfur + 3% FE	141 lbs per acre	\$ 77.50	\$ 11,600.00

Alternate Bid 2						
12.	1 Application	886.25 Acres	Liquid Compost T 46-0-0 or approved equal	1 gal per acre	\$ 70	\$ 62,037.00
<b>Total Cost</b>					\$	152,878.12

\* Cost per acre will prevail in the case of discrepancies.

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

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

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

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

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

YES  NO

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

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

Firm: GORMAN OUTDOOR INC  
Address: 7812 N FM 119  
City: SHALLOWATER State: TX Zip 79363

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 1/21/14  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_  
Addenda No. \_\_\_\_\_ Date \_\_\_\_\_

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

By J. Brett Gorman Date: 2/14/14  
*Authorized Representative - must sign by hand*

Officer Name and Title: J BRETT GORMAN PRESIDENT  
*Please Print*

Business Telephone Number 906-832-0159 FAX: 832-0156

E-mail Address: brettgorman@sbe9lobal.net

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

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

**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. 11791 for fertilization at various parkland properties, by and between the City of Lubbock and Back to Nature, Inc., of Slaton, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

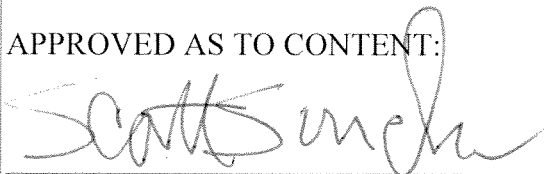
Passed by the City Council on \_\_\_\_\_.

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

ATTEST:

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

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



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

vw:ccddocs/RES.Contract-Back to Nature  
February 26, 2014

**City of Lubbock, TX  
Contract for Services  
For Fertilization at Various Parkland Properties**

**THIS CONTRACT** made and entered into this 13th day of March, 2014, by and between the City of Lubbock ("City"), and Back to Nature, Inc., ("Contractor").

**WITNESSETH:**

WHEREAS, the City of Lubbock duly advertised for bids for Fertilization at Various Parkland Properties 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 Fertilization at Various Parkland Properties.

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, Fertilization at Various Parkland Properties and more specifically referred to as Items One thru Three on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, bid form, and terms and conditions contained herein.
3. The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2014 Parkland Turf program attached hereto. Application dates may vary.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	500,000
Commercial General Liability	
General Aggregate	
Products-Comp/OP	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	500,000
Any Auto	
Workers Compensation	Statutory Amounts

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

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

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

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

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

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

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11718-TS, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

CONTRACTOR

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

BY   
Authorized Representative

ATTEST:

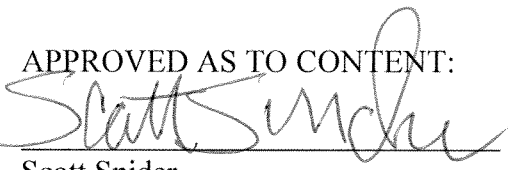
Greg Schilling  
Print Name

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

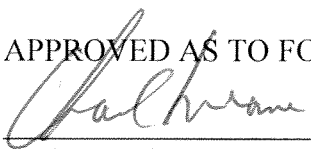
P O Box 9  
Address

APPROVED AS TO CONTENT:

Slaton, TX 79364  
City, State, Zip Code

  
Scott Snider  
Assistant City Manager

APPROVED AS TO FORM:

  
Assistant City Attorney

**City of Lubbock, TX**  
**Specifications**  
**Fertilization at Various Parkland Properties**

**General.** To provide chemicals and application of herbicide weed control to selected park lands.

**1.0 DEFINITIONS**

- 1.1 Agent** - An employee of the City of Lubbock, who is appointed by the City to monitor the work and actions of the contractor.
- 1.2 City** - The City of Lubbock, Texas, municipal corporation in Lubbock County, Texas.
- 1.3 City Council** - City Council of the City of Lubbock, Texas.
- 1.4 Contract Time** - The number of allowable days to complete the contract.
- 1.5 Contractor** - The individual, firm, partnership, joint venture, or corporation contracting with the City to perform work.
- 1.6 Extra Work** - Work over and above that called for in the contract.
- 1.7 Mayor** - The duly appointed official of the City of Lubbock, Texas, who is empowered by the City Charter to enter into a contract in behalf of the City.
- 1.8 Notice to Proceed** - Written notice to the Contractor issued and signed by the authorized Agent stating the date on which the Contractor should proceed with work as stated in the contract.
- 1.9 Parks Manager** - The individual whom shall act on the City's behalf to ensure compliance with the contract requirements, such as but not limited to, acceptance, inspection and delivery. All questions, notices, or documentation arising under this agreement shall be addressed to the Parks Manager.
- 1.10 Specifications** - The directions, provisions, and requirements pertaining to the method and manner of performing the work or to the quality of the materials and equipment to be furnished under the contract.
- 1.11 Subcontractor** - Any individual, firm, partnership, or corporation licensed or otherwise authorized by law to do business in Texas, to whom the Contractor, with written consent of the City, sublets a part of the work.
- 1.12 Surety** - The Corporation, partnership or individual, duly authorized and admitted to do business in Texas and licensed by the State of Texas to issue surety bonds, who is bound with and for the Contractor to assume legal liability for the faithful performance of the contract.
- 1.13 Unit Price** - Payment to the contractor based on a unit or portion of the work performed.
- 1.14 Work** - All work, including the furnishing of staff, equipment, materials, and other incidentals necessary for the performance of the contract.

## 2.0 TERMS AND CONDITIONS

- 2.1 Work:** It is the intent for the Contractor to provide for completion in every detail the work described herein. The Contractor shall provide all labor, tools, transportation, materials, and equipment necessary to complete the work in accordance with specifications provided and terms of the contract.
- 2.2 Specification Change:** During the term of the Contract, the City may cancel applications to certain parks, thereby decreasing the contract; acreage pricing will be used to determine cost adjustments. All changes shall be in writing.

When the quantity of work to be done under any item of the contract is less than 75 percent of the quantity stated in the contract, then either party to the contract, upon demand, shall be entitled to negotiate for revised consideration on the work performed.

- 2.3 Changed Condition:** If the Contractor finds latent conditions which differ from those outlined in the contract or specifications which differ from customary work, and which the Contractor could not have discovered during the investigation of the site prior to the bid, and in which such condition increased the expense to the Contractor, immediate written notice shall be promptly mailed to the Parks Manager. The Contractor shall afford the City the opportunity to inspect the same. After inspection by the City, the Contractor shall not delay work pending a decision to be made by the City regarding the claim. Failure of the Contractor to give prompt written notice and afford the City the opportunity to inspect the condition, before it is disturbed, shall be deemed a waiver by the Contractor of all claims and extra compensation arising out of the alleged condition. If the City determines that the Contractor is entitled to extra compensation by reason of increased expense to the Contractor and caused by the condition, and finds that the condition requires work not covered in the contract, a change order may be executed for additional compensation which shall be agreed upon by all parties involved. Additional time may be granted if the City deems additional time is necessary to accomplish the job. No change order or combination of change orders shall exceed twenty-five percent (25%) of the total contract.
- 2.4 Clean-up:** As specified in the Maintenance Standards Specifications, all work shall be cleaned up and waste materials removed from the site. No equipment shall be left unattended at sites and all material removed from the job shall be at the Contractor's expense. If materials or waste are not removed from the site, written notification from the Agent shall be delivered to the Contractor. The Contractor shall have forty-eight (48) hours to remove the material in question. If the material in question is not removed in the forty-eight (48) hour period, the City shall remove the material and the Contractor shall be charged for the expense. Payment to the city for said expenses shall be deducted for the Contractor's payment. If such conditions continue, the contract may be terminated due to breach of contract.
- 2.5 Preservation and Restoration of Property:** The Contractor is responsible for the preservation of all City owned and adjacent property owner lands which the Contractor may come into contact with. The Contractor shall use every precaution necessary to prevent damage to trees, shrubs, above and below ground structures, utilities and any other form of property. Should damage occur, it is the Contractor's responsibility to report the damage to the Parks Manager or his Agent as soon as possible but not exceeding twenty-four (24) hours from the time

damage occurred. If damage occurs as a result of Contractor's actions, the Contractor shall be held responsible to repair or replace the damaged property at their own expense. Time required to repair damaged property shall be expedient and to the approval of the Parks Manager or his Agent. If the damage is not repaired in the agreed upon time period, the City may after forty-eight (48) hours notice from the Parks Manager, proceed to repair the damage. The Contractor shall be held financially responsible for the repair work and the cost shall be deducted from the Contractor's payment. For work performed under contract, the Parks Manager shall take whatever steps necessary to execute the Performance Bond.

- 2.6 **Equipment:** The Contractor shall provide everything necessary to fulfill the requirements of this contract. All equipment shall meet all applicable Federal, State and Local laws and regulations. Contractor's equipment is subject to inspection and approval of the Parks Manager or his Agent. If the Parks Manager or his Agent deems the equipment faulty or if the equipment is damaging the turf in anyway, the Contractor shall remove the equipment from the premises. All equipment that will be used to apply fertilizer must have turf tires.
- 2.7 **Property Boundary:** Parks & City Facilities; When the property to be maintained is bound by a street, the scope of maintenance will extend to roadway, if the boundary is an alley, application will consist of a minimum of one half of alley. When the area is bound by anything other than a street or alley, the physical property line will serve as the project boundary.
- 2.8 **Termination of Contract:** This contract shall remain in effect until performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. 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.

### 3.0 CONTROL OF WORK

- 3.1 **Authority of the Parks Manager:** It is understood by all parties that the work is to be done to the satisfaction of the Parks Manager or his authorized agent(s). The Parks Manager shall interpret all specifications, and shall determine the acceptability of all work. The Parks Manager shall decide the quality, and amount of all work done and shall determine the amounts to be paid under the contract. The Parks Manager shall be the sole administrator of claims and his decision shall be final, conclusive and binding on all parties.
- 3.2 **Authority of the Agent:** The Parks Manager may appoint an Agent or Agents to serve as an inspector. The Agent(s) shall be allowed to inspect all work at any time. The Agent shall not be allowed to alter, revise, add, or delete anything from the contract or specifications. An Agents duties shall include keeping the Parks Manager notified as to the progress of the job and the procedures involved in completing the job. The Agent shall call to the attention of the Parks Manager and the Contractor any deviation of contract or specifications, but failure of the Agent or of the Parks Manager to call to the attention of the Contractor any deviation of the contract or specifications shall not constitute acceptance of said work. The Agent shall have the authority to suspend any work pending a decision by the Parks Manager.
- 3.3 **Extra Work:** Extra work being done by the Contractor without authorization through change orders, or work which is not shown on the contract or

specifications, shall be considered as unauthorized work; and if performed shall be at the risk of the Contractor. The Parks Manager reserves all rights to refuse payment for such work.

- 3.4 Unauthorized Work:** All work and/or materials which do not conform to the contract and specifications, and work done contrary to written instructions of the Agent or Parks Manager shall be done at the expense of the Contractor. The Contractor may be ordered to remedy such work at its own expense. If Contractor damages adjacent property, the Contractor shall remedy such property at its own expense.
- 3.5 Final Inspection:** Final Inspection of the site shall take place by the Parks Manager or his appointed Agent as soon as possible after the completion of the project. If the project is completed in cycles, the project shall be inspected after each cycle by the Agent. The Contractor shall be allowed to be present at the examination. If the inspection reveals any defective work, the Parks Manager or his Agent may require the work to be remedied before final acceptance is granted. All said remedies shall be at the expense of the Contractor.
- 3.6 Laws and Regulations:** The Contractor and any subcontractor(s) shall at all times comply with all local, county, state and federal laws. The Contractor and his subcontractor shall abide by all Labor Laws observed by the State of Texas. The Contractor shall comply with all Federal, State and Local Environmental Protection Laws, and regulations. The Contractor shall comply with all applicable Federal, State and local laws and regulations regarding pollution of rivers, lakes, streams and other waters. The Contractor shall store, handle, use and dispose of chemicals, fuels, oils, greases and other materials in a manner which prevents them from entering surface or ground waters. Upon receipt of notice of noncompliance of environmental protection provisions, the Contractor shall take immediate corrective action at the Contractor's expense. If the Contractor fails or refuses to immediately take corrective action, the City may issue an order stopping all or part of the work until satisfactory corrective action has been taken. Applications shall be performed through a Licensed Applicator. The contractor shall furnish copies of all licenses for all applicators with the bid at closing.
- 3.7 Advertising:** Contractor shall not advertise or publish, without City's prior consent, the fact that the City has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative or the Federal, State or Local Government.
- 3.8 Special Events:** The Contractor shall schedule work to enhance public use and restrict conflict with scheduled events. Special event schedules will be submitted to the Contractor by the Parks Manager or his Agent. The Parks Manager or his Agent will attempt to notify the contractor forty-eight hours prior to an event that requires application schedule adjustments
- 3.9 Citizen Contact:** The Contractor is granted the privilege of doing work on City owned property, but does not have exclusive use of the property and must respect the activities of park patrons while doing work on City owned property. The Contractor shall take all precautions necessary to ensure that adjacent property owners are not disturbed. Should a Contractor's worker be contacted by a citizen visiting the property they are maintaining, proper assistance shall be given to the citizen. Should the worker not know the answer to the citizen's question, the worker should refer the citizen to the agent responsible for the contract inspections.

- 3.10 Identification and Character:** Contractor's vehicles shall be marked with the contractor's company name, on both sides and in lettering that is a minimum of two inches tall and of an easily read typeface. In lieu of lettering, Contractors may submit easily recognizable Company Logos for approval by the Parks Department. All employees of the Contractor shall have a name badge for identification, either clip on or incorporated with a uniform. This identification shall be worn at all times that the employee is at the job site. The Contractor shall provide uniforms of a different color than City employee uniforms. Uniforms may not be torn or ragged and shall present a professional appearance. Additionally, the Contractor will at all times require employees to remain fully dressed and will not allow employees to wear unbuttoned clothing while on City property.
- 3.10.1** The Contractor shall prohibit the use of intoxicating substances by its drivers and crew members while on duty or in the course of performing their duties under this Contract.
- 3.10.2** Employees driving the Contractor's vehicles shall at all times possess and carry a valid State of Texas Commercial Drivers License appropriate for the weight and type of vehicle being driven.
- 3.10.3** The Contractor's employees, officers, agents and Subcontractors shall, at no time, be allowed to identify themselves or in any way represent themselves as being employees of the City of Lubbock.
- 3.11 Safety:** The Contractor is responsible for maintaining a safety program which ensures compliance with all Federal Occupational Safety and Health Act of 1970 standards. The Contractor is responsible for safety on the project site and the City shall take no action to interfere with the Contractor's safety program.
- 3.12 Disputed Work:** If the contractor is of the opinion that (a) the work necessary or required to accomplish the result intended by this contract; or (b) any work ordered to be done as contract work by the City is extra work or additional work and not contract work; or (c) any determination or order of the City violates the terms and provisions of this contract, the Contractor shall promptly, either before proceeding with such work or with such order or determination, notify the City in writing of his (its) contentions with respect thereto and request a final determination thereof.

Such determination of the City shall be given in writing to the Contractor. If the City determines that the work in question is extra work and not contract work, or the determination or order complained of required performance by the Contractor beyond that required by the contract or violates the terms and provisions of the contract, thereupon the City shall cause either (a) the issuance of a written order covering the extra work as provided for in paragraph 1 of section 3.12 hereof, or (b) the determination or order complained of be rescinded or so modified so as to not require performance beyond that required by the terms and provisions of the contract.

If the City determines that the work in question is contract work and not, extra work, or that the determination or order complained of does not require performance by the Contractor beyond that required by the contract or violate the terms and provisions of the contract, he shall direct the Contractor to proceed, and the Contractor must promptly comply. In order to reserve his (its) right to claim compensation for such work resulting from such compliance, the Contractor must,

within twenty (20) calendar days after receiving the City's determination and direction, notify the City in writing that the work is being performed, or that the determination and direction is being complied with, under protest.

If the Contractor fails to so appeal to the City for a determination or, having so appealed, should the Contractor thus fail to notify the City in writing of his (its) protest, the Contractor shall be deemed to have waived any claim for extra compensation or damages therefore. No oral appeals or oral protests, no matter to whom made shall be deemed even substantial compliance with the provisions of this item.

A delay of the Contractor due to a court order against the City or because of a conflict of a utility with the work shall not be a cause for additional compensation for damages sustained by the Contractor, but may be a cause for extension of contract working time only.

In addition to the foregoing requirement, the Contractor shall, upon notice from the City, produce for examination and audit at the Contractor's office, by the representatives of the City, all his (its) books and records showing all of his (its) acts and transactions in connection with contractual performance as well as relating to or arising by reason of the matter in dispute. At such examination a duly authorized representative of the Contractor may be present.

Unless the aforesaid requirements and conditions shall have been complied with the Contract, the City shall be released from all claims arising under, relating to or by reason of this contract, except for the sums to be due under the payment provision or this contract. It is further stipulated and agreed that no conduct on the part of the City or any agent or employee of the City shall even be construed as a waiver of the requirements of this section, which such requirements constitute an absolute condition precedent to any approval or any claim for extra compensation, notwithstanding any other provisions of the contract documents; and in any action against the City to recover any sum in excess of the contract amount the Contractor must allege and prove strict compliance with the provisions of this section.

In connection with the examination provided for herein, the City, upon demand therefore, shall also produce for inspection by the Contractor such records as the City may have with respect to such disputed work or work performed under protest pursuant to order of the City, except those records and reports which may have been prepared for the purpose of determining the accuracy and validity of the Contractor's claim.

**3.13 Performance of Extra or Disputed Work:** While the Contractor or his (its) subcontractor is performing extra work in accordance with the City's written order, or is performing disputed work or complying with a determination or order under protest in accordance with paragraph 3 of Section 3.12 hereof, the Contractor shall daily furnish the City's representative at the site with three copies of verified statement showing:

**3.13.1** The name of each employee on this extra work and the equipment employed. This information shall be reported on forms supplied by the City. A copy of such statements shall be signed by the City's representative, noting thereon any items in question, and shall be returned to the Contractor within five working days after submission. This signature shall not be construed as the City's agreement and acceptance of

items not questioned since all items are subject to subsequent review and audit by City representatives.

**3.13.2** The Contractor and his (its) subcontractors, when required by the City, must also produce the inspection and audit by designated City representative, any and all of his (its) books, vouchers, records, daily job diaries and reports, canceled check, etc., showing the nature and quantity of labor, materials and equipment actually used in the performance of the extra work; the amounts expended therefore; and the costs incurred for insurance premiums and other items of expense directly chargeable to such extra work. The Contractor must permit the City's representatives to make extracts there from or copies thereof as may be desired. Failure of the Contractor to comply strictly with these requirements shall constitute a waiver of any claim for extra compensation on account of the performance of such extra work.

**3.14 No Waiver of Rights or Estoppels:** The City, or any officer or agent thereof, shall not be precluded at any time, either before or after final completion and acceptance of the work and final payment therefore from:

**3.14.1** Showing the true and correct amount, classifications, quality and character of the work done and materials furnished by the Contractor or any other person under this contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment or certification is untrue and incorrect, or improperly made in any particular, or that the work or the materials or any parts thereof, do not in fact conform to the contract requirements; and

**3.14.2** Demanding the recovery from the Contractor of any overpayments made to him, or such damages as the City may sustain by reason of the Contractor's failure to perform each and every part of this contract in strict accordance with its terms or both.

**3.15 Contractor Default, City's Right to Suspend Work and Annual Contract:** The work or any portion of the work under contract shall be suspended immediately on written order of the City declaring the Contractor to be in default. The contract may be annulled by the City for any good cause or causes, among others of which special reference is made to the following:

**3.15.1** Failure of the Contractor to start work within ten (10) days from date specified in the written work order issued by the City to begin the work;

**3.15.2** Substantial evidence that the progress of the work being made by the Contractor is insufficient to complete the work within the specified working time;

**3.15.3** Failure of the Contractor to provide sufficient and proper equipment, materials or construction forces or properly executing the work;

**3.15.4** Substantial evidence that the Contractor has abandoned the work or discontinuance of the performance of the work or any part thereof and failure to resume performance within a reasonable time after notice to do so;

**3.15.5** Substantial evidence that the Contractor has become insolvent or bankrupt, or otherwise financially unable to carry on the work;

- 3.15.6 Deliberate failure on the part of the Contractor to observe any requirements of these specifications or to comply with any orders given by the City as provided for in these specifications;
- 3.15.7 Failure of the Contractor to promptly make good any defects in the work, the correction of which has been directed in writing by the City;
- 3.15.8 Substantial evidence of collusion for the purpose of illegally procuring a contract or perpetrating fraud on the City in the construction of work under contract;
- 3.15.9 Repeated and flagrant violations of safe working procedures;
- 3.15.10 The filing by the Contractor of litigation against the City prior to final completion of the work

When the work is suspended for any of the causes itemized above, or for any other cause or causes, the Contractor shall discontinue the work or such part thereof as the City designates.

- 3.16 **Suspension by Court Order Against City:** The Contractor shall suspend such part or parts of the work pursuant to a court order issued against the City and shall not be entitled to additional compensation by virtue of such court order; neither shall the Contractor be liable to the City in the event the work is suspended by such court order, unless such suspension is due to the fault or negligence of the Contractor.
- 3.17 **Payment Withheld:** In addition to express provisions elsewhere contained in the contract, the City may withhold from any payment otherwise due the Contractor such amount as determined necessary to protect the City's interest, or, if it so elects, may withhold or retain all or a portion of any progress payment or refund payment on account of
  - 3.17.1 Unsatisfactory progress of the work not caused by condition beyond the Contractor's control;
  - 3.17.2 Defective work not corrected;
  - 3.17.3 Contractor's failure to carry out instructions or orders of the City or his (its) representatives;
  - 3.17.4 A reasonable doubt that the contract can be completed for the balance then unpaid;
  - 3.17.5 Execution of work not in accordance with the contract documents;
  - 3.17.6 Claim filed by or against the Contractor or reasonable evidence indicating probable filing of claims;
  - 3.17.7 Failure of the Contractor to make payments to subcontractor for material or labor;
  - 3.17.8 Damage to another Contractor;

3.17.9 Unsafe working conditions allowed to persist by the Contractor;

3.17.10 Failure of the Contractor to provide work schedules as required by the City;

3.17.11 Use of subcontractors without City's approval.

When the above grounds are removed, payment shall be made for amounts withheld because of them, and City shall never be liable for interest on any delayed or late payment.

#### 4.0 CONTRACT TERM

- 4.1 The contract shall begin upon City Council date of formal approval and shall be executed in accordance with the 2014 Parkland Turf program attached hereto as part of this bid. Application dates may vary.
- 4.2 Listed quantities are estimates only. Actual quantities may vary dependent upon actual usage.

#### 5.0 PROSECUTION AND PROGRESS OF WORK

- 5.1 **Notice to Proceed:** Notice to proceed shall be mailed to the Contractor by certified letter. The Contractor shall have ten (10) working days from the day he receives the letter to actively proceed with the work.
- 5.2 **Contract Time:** All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday 6:00 a.m. to 5:00 p.m.
- 5.3 **Weekends, Holidays and Nights:** Work on weekends, holidays, and nights shall be at the discretion of the Contractor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Parks Manager or his Agent at least seventy-two (72) hours prior to doing so. The City reserves the right to deny such work that interferes with heavy park usage or special events.
- 5.4 **Weather:** Weather will affect the progress of grounds maintenance at times and contractor shall recognize this and have a plan of action and/or resources available to proceed in an expedient manner. Should weather conditions alter schedules, the Contractor shall notify the Agent at the beginning of the next work day. It is the Contractor's responsibility to provide quality workmanship. If weather conditions prevent such quality, the Contractor shall suspend work and resume work as soon as weather allows. If the Agent or Parks Manager finds that weather conditions are inappropriate for maintaining high quality work, they may notify the Contractor and suspend work. The suspension of work by the Agent or Parks Manager shall not in any way allow the Contractor to find grounds for adjustments in contract time or provide for extra compensation.
- 5.5 **Character of Work:** All workers, supervisors, managers, and subcontractor(s) employed by the Contractor shall be competent and careful workers skilled in their respective trades. The Parks Manager or his Agent may remove from the work site any person employed by the Contractor who does not represent the City

in a professional manner or does not follow the instructions given to him. If any person misconducts himself/herself, is incompetent, or negligent in the performance of their duties, they may be removed from the work site and shall not return until the Contractor receives written consent from the City's Representative. Should the Contractor continue to employ such individual to continue work under this contract, the City reserves the right to withhold payment and/or nullify the contract.

- 5.6 Assigning or Subletting the Contract:** The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Parks Manager or his Agent. The City's permission to sublet any contract shall not be construed as making the City a party of such subcontract. No subcontractor shall release the Contractor of its surety or its liability and obligation to fulfill all transactions made under the contract.
- 5.7 Payment:** The Contractor shall receive compensation provided for in the contract at the completion and final inspection by the Parks Manager or his Agent. Payment will be determined by completed parks and the unit price for each park as submitted in the contract.

## **6.0 SPECIFICATIONS**

- 6.1 Application.** Granulated Fertilizer will be applied by successful contractor as listed on the 2014 TURF PARKLAND PROGRAM. All turf areas shall be uniformly fertilized with chemical. If the site to be fertilized is a ball field, then the area to be sprayed includes an area 30 feet outside ball field fencing.
- 6.2 Schedules.** The Park Manager or his Agent will supply the successful contractor with priority schedules and known special events that may affect contractor's schedules. The successful contractor will then provide a daily schedule prior to beginning work, for review by the Parks Manager or his Agent. Contractor is responsible for all State and Federal posting and notifications.
- 6.3 Chemical.** The fertilizer shall be as listed on the 2014 TURF PARKLAND PROGRAM, or equal, approved by the Parks Manager, information on the equal brand shall be submitted with bid.

**Revised  
City of Lubbock, TX  
Fertilization at Various Parkland Properties 2014**

The City of Lubbock is requesting bids to have fertilizer applied on park land properties:

Liquid Fertilizer to be applied to all ball fields, Kastman Park and Higginbotham Park -

1 <sup>st</sup> application April 15 to May 15	305.57 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2 oz. per 1000Sq.Ft.
---	--------------	---	--------------------------

2 <sup>nd</sup> application June 17 to July 15	305.57 Acres	Liquid Compost T 46-0-0 or approved equal	1gal per acre
---	--------------	---	---------------

3 <sup>rd</sup> application August 15 Sept 13	305.57 Acres	TEXX 15-5-5 Bio Soil Enhancer or approved equal	Mix 2 oz. per 1000Sq.Ft.
--	--------------	---	--------------------------

Granular Fertilizer to be applied at remaining park land properties –

1 <sup>st</sup> application April 15 to May 15	886.25 Acres	16-4-6+2% FE + micronutrients	300 lbs per acre
---	--------------	----------------------------------	------------------

2 <sup>nd</sup> application June 17 to July 15	886.25 Acres	16-4-6+2% FE +micronutrients	300 lbs per acre
---	--------------	---------------------------------	------------------

3 <sup>rd</sup> application August 15 Sept 13	886.25 Acres	16-4-6+2% FE +micronutrients	300 lbs per acre
--	--------------	---------------------------------	------------------

**Alternate bid 1:**

1 <sup>st</sup> application April 15 to May 15	886.25 Acres	38-0-0-4% Sulfur, + 3% FE	144 lbs per acre
---	--------------	------------------------------	------------------

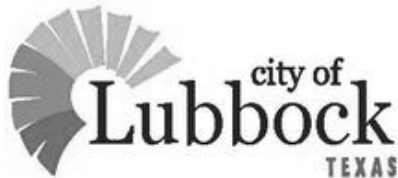
2 <sup>nd</sup> application June 17 to July 15	886.25 Acres	38-0-0-4% Sulfur, +3% FE	144 lbs per acre
---	--------------	-----------------------------	------------------

3 <sup>rd</sup> application August 15 Sept 13	886.25 Acres	38-0-0-4% Sulfur, +3% FE	144 lbs per acre
--	--------------	-----------------------------	------------------

1 <sup>st</sup> application at cemetery May 1 June 1	160 Acres	38-0-0-4% Sulfur, +3%FE	141 lbs per acre
---	-----------	----------------------------	------------------

2 <sup>nd</sup> application at cemetery July 1 August 1	160 Acres	38-0-0-4% Sulfur, +3%FE	141 lbs per acre
--	-----------	----------------------------	------------------





**Regular City Council Meeting**

**5. 19.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Facilities:** Consider a resolution authorizing the Mayor to ratify contract 14-11795-JOC with Teinert Commercial Building Services of Lubbock, TX for storm related repairs to the Wood Shop located at 1900 Erskine.

**Item Summary**

The contract will remove approximately 4,400 square feet of roofing and damaged decking and related roof systems. Installation will include a fully adhering one ply of thermoplastic elvaloy sheet. Install new miscellaneous carpentry to parapet wall and provide wall flashings and new metal coping cap as required. Replace damaged metal decking as needed.

The \$82,001 contract with Teinert Commercial Building Services is made through BuyBoard contract Area I – 1 MCP – Option 1, using an electronic system known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contract is based on a catalog of pre-priced construction tasks for all divisions of construction. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

**Fiscal Impact**

\$82,001 is available in the Facilities Management Maintenance account 1611.8302. A special sub account, 12166 has been established to track the June 5, 2013 storm related damages to City Facilities.

**Staff/Board Recommending**

Mark Yearwood, Chief Information Officer Assistant City Manager

---

**Attachments**

Resolution & Contract - Teinert

---

**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. 11795 for roof repairs for the City of Lubbock Wood Shop, by and between the City of Lubbock and Teinert Commercial Building Services, 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-Teinert  
February 27, 2014

**Work Order Signature Document**

<b>NJPA EZIQC Contract No.: TX04-112012-TCB</b>	
<input type="checkbox"/> <b>New Work Order</b>	<input type="checkbox"/> <b>Modify and Existing Work Order</b>
Work Order Number: 017769.00	Work Order Date: 01/27/2014
Work Order Title: Roof Repairs City of Lubbock Wood Shop	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Teinert Commercial Building Services</u>
Contact: <u>Wesley Everett</u>	Contact: <u>Chad Henthorn</u>
Phone: <u>(806) 775-2665</u>	Phone: <u>(806) 744-2801</u>
<b>Work to be Performed</b>	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC	
<u>Brief Work Order Description:</u> Roof Repairs City of Lubbock Wood Shop	


<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
017769.00	Roof Repair City of Lubbock Wood Shop	\$82,000.86

**CITY OF LUBBOCK**


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

  
\_\_\_\_\_  
Chad Henthorn, Teinert Commercial Building Services

Attest: \_\_\_\_\_  
Rebecca Garza, City Secretary

Owner's Representative  
  
\_\_\_\_\_  
Wesley Everett, Director of Facilities

APPROVED AS CONTENT:  
  
\_\_\_\_\_  
Mark Yearwood, Chief Information Office  
Assistant City Manager

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
Assistant City Attorney



Work Order Signature Document

NJPA EZIQC Contract No.: TX04-112012-TCB

New Work Order

Modify an Existing Work Order

Work Order Number.: 017769.00

Work Order Date:

Work Order Title: Roof Repairs, City of Lubbock Wood Shop

Owner Name: City of Lubbock

Contractor Name: Teinert Commercial Building Services

Contact: Rodney Unrein

Contact: Chad Henthorn

Phone: 806 775-2207

Phone: (806) 744-2801

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No TX04-112012-TCB.

Brief Work Order Description:

Time of Performance

Estimated Start Date:

Estimated Completion Date:

Liquidated Damages

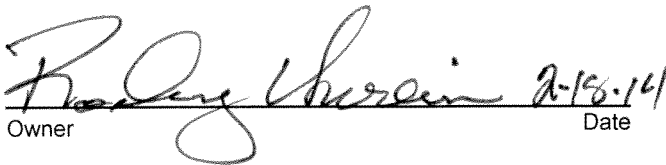
Will apply:

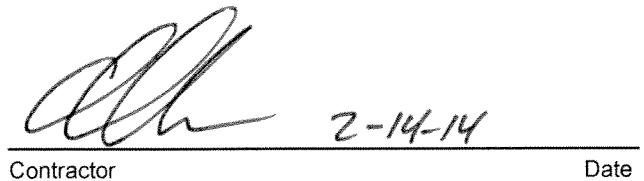
Will not apply:

Work Order Firm Fixed Price: \$82,000.86

Owner Purchase Order Number:

Approvals

  
Owner Date 2-18-14

  
Contractor Date 2-14-14

**Detailed Scope of Work**

**To:** Chad Henthorn  
 Teinert Construction  
 4009 Clovis Road  
 Lubbock, TX 78414  
 (806) 744-2801

**From:** Rodney Unrein  
 City of Lubbock  
 1625 13th Street, Room 204  
 Lubbock, TX 79457  
 806 775-2207

**Date Printed:** January 27, 2014

**Work Order Number:** 017769.00

**Work Order Title:** Roof Repairs, City of Lubbock Wood Shop

**Brief Scope:**

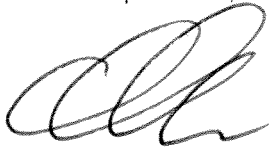
Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Work shall include removal of existing roof membrane and insulation down to substrate. Remove and replace any damaged or deteriorated metal decking according to the unit price as specified. Mechanically fasten specified 1.5" specified insulation board per ASCE 7 criteria, adhere specified tapered insulation board and 1/4" substrate board as specified. Fully adhere specified SBS modified base sheet, and fully adhering one ply of Thermoplastic Elvaloy® sheet. Install new miscellaneous carpentry to parapet wall as specified to provide wall flashings and new metal coping cap as specified. Raise all mechanical equipment and service lines to eight-inch (8") minimum height above finished roof surface. Provide a twenty (20) year NDL manufacturer's warranty with no exclusion for up to two-inch (2") diameter hail events, and a two (2) year contractor's warranty. Work shall also include all HVAC and electrical, piping disconnect and reconnection. Installation shall be as per NRCA, SMACNA, ANSI/SPRI, specifications, details and manufacturer's guidelines.



Contractor

2-14-14

Date



Owner

2-18-14

Date

## Contractor's Price Proposal - Summary

---

Date: January 27, 2014

Re: IQC Master Contract #: TX04-112012-TCB  
Work Order #: 017769.00  
Owner PO #:  
Title: Roof Repairs, City of Lubbock Wood Shop  
Contractor: Teinert Commercial Building Services  
Proposal Value: \$82,000.86

---

<b>01 - General Requirements</b>	<b>\$3,466.80</b>
<b>02 - Site Work</b>	<b>\$102.69</b>
<b>05 - Metals</b>	<b>\$5,868.63</b>
<b>07 - Thermal &amp; Moisture Protection</b>	<b>\$72,411.61</b>
<b>08 - Openings</b>	<b>\$151.13</b>
<b>Proposal Total</b>	<b>\$82,000.86</b>

---

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

# Contractor's Price Proposal - Detail

Date: January 27, 2014

Re: IQC Master Contract #: TX04-112012-TCB  
 Work Order #: 017769.00  
 Owner PO #:  
 Title: Roof Repairs, City of Lubbock Wood Shop  
 Contractor: Teinert Commercial Building Services  
 Proposal Value: \$82,000.86

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>01 - General Requirements</b>					
1	01 22 23 00 0887		DAY	5,000 LB Telescopic Boom, Hi-Reach, Rough Terrain Construction Forklift With Full-Time Operator	\$2,697.13
			Installation	Quantity Unit Price Factor = Total	
				3.00 x 687.08 x 1.3085 = 2,697.13	
2	01 74 19 00 0015		EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$769.67
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 588.21 x 1.3085 = 769.67	
<b>Subtotal for 01 - General Requirements</b>					<b>\$3,466.80</b>
<b>02 - Site Work</b>					
3	02 41 19 13 0347		VLF	Concrete Block, Soft Old Mortar, Toothing Masonry Cutouts	\$102.69
			Installation	Quantity Unit Price Factor = Total	
				24.00 x 3.27 x 1.3085 = 102.69	
<b>Subtotal for 02 - Site Work</b>					<b>\$102.69</b>
<b>05 - Metals</b>					
4	05 31 00 00 0018		SF	1-1/2" Deep, 22 Gauge Open Ribbed Galvanized Steel Deck	\$867.54
		X	Installation	Quantity Unit Price Factor = Total	
				1,300.00 x 0.51 x 1.3085 = 867.54	
				Demo for existing deck	
5	05 31 00 00 0018 0175		MOD	For >500 To 1500, Add	\$221.14
			Installation	Quantity Unit Price Factor = Total	
				1,300.00 x 0.13 x 1.3085 = 221.14	
6	05 31 00 00 0020		SF	1-1/2" Deep, 18 Gauge Open Ribbed Galvanized Steel Deck	\$4,473.76
			Installation	Quantity Unit Price Factor = Total	
				1,300.00 x 2.63 x 1.3085 = 4,473.76	
7	05 31 00 00 0020 0175		MOD	For >500 To 1500, Add	\$306.19
			Installation	Quantity Unit Price Factor = Total	
				1,300.00 x 0.18 x 1.3085 = 306.19	
<b>Subtotal for 05 - Metals</b>					<b>\$5,868.63</b>
<b>07 - Thermal &amp; Moisture Protection</b>					
8	07 13 13 00 0005		CSF	4 Ply, 15# Asphalt Saturated Organic Felt Sheet Waterproofing, Hot-Mopped	\$1,821.96
			Installation	Quantity Unit Price Factor = Total	
				0.00 x 163.60 x 1.3085 = 0.00	
			Demolition	Quantity Unit Price Factor = Total	
				40.00 x 34.81 x 1.3085 = 1,821.96	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017769.00

Work Order Title: Roof Repairs, City of Lubbock Wood Shop

**07 - Thermal & Moisture Protection**

9	07 13 13 00 0011	CSF	1/2" Asphalt Coated Protective Board						\$12,740.08
			Quantity	Unit Price	Factor	=	Total		
		Installation	40.00 x	243.41 x	1.3085	=	12,740.08		
			This is actually a wood fiber protection board. Price book doesn't have specified product. This is the next closest available product.						
10	07 22 16 00 0014	SF	1" Thick, R2.78, Perlite, Roof Board Insulation						\$824.36
			Quantity	Unit Price	Factor	=	Total		
		Installation	0.00 x	1.14 x	1.3085	=	0.00		
		Demolition	4,500.00 x	0.14 x	1.3085	=	824.36		
11	07 22 16 00 0047	SF	1-1/2" Thick, R10.87, Polyisocyanurate, Roof Board Insulation						\$6,948.14
			Quantity	Unit Price	Factor	=	Total		
		Installation	4,500.00 x	1.18 x	1.3085	=	6,948.14		
12	07 22 16 00 0083	SF	1/4" Tapered Polyisocyanurate Board						\$19,607.87
			Quantity	Unit Price	Factor	=	Total		
		Installation	4,500.00 x	3.33 x	1.3085	=	19,607.87		
13	07 51 13 00 0214	SQ	Flexbase® 80 Fiberglass Reinforced SBS-Modified Base Sheet Used As Base Ply With Biflex Cap, 80 Mil						\$9,671.45
			Quantity	Unit Price	Factor	=	Total		
		Installation	45.00 x	164.25 x	1.3085	=	9,671.45		
14	07 54 19 00 0009	SQ	80 Mil, Single Ply RPVC Roofing Membrane, Fully AdheredIncludes adhesive.						\$12,205.16
			Quantity	Unit Price	Factor	=	Total		
		Installation	45.00 x	207.28 x	1.3085	=	12,205.16		
15	07 54 19 00 0009 0112	MOD	For >10 To 25, Add						\$1,072.25
			Quantity	Unit Price	Factor	=	Total		
		Installation	45.00 x	18.21 x	1.3085	=	1,072.25		
16	07 54 19 00 0009 0114	MOD	For 20 Year Warranty, Add						\$353.30
			Quantity	Unit Price	Factor	=	Total		
		Installation	45.00 x	6.00 x	1.3085	=	353.30		
17	07 54 19 00 0009 0125	MOD	For Integral Polyester Fleece-Backing, Add						\$1,678.15
			Quantity	Unit Price	Factor	=	Total		
		Installation	45.00 x	28.50 x	1.3085	=	1,678.15		
18	07 62 00 00 0051	SF	24 Gauge, Galvanized Steel Flashing						\$3,406.35
			Quantity	Unit Price	Factor	=	Total		
		Installation	325.00 x	6.76 x	1.3085	=	2,874.77		
		Demolition	325.00 x	1.25 x	1.3085	=	531.58		
19	07 62 00 00 0051	SF	24 Gauge, Galvanized Steel Flashing						\$110.57
			Quantity	Unit Price	Factor	=	Total		
		Installation	12.50 x	6.76 x	1.3085	=	110.57		
			Counter Flash for mech units						
20	07 63 00 00 0008	SF	24 Gauge Galvanized Sheet Metal, Filled Pitch Pockets						\$126.77
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	48.44 x	1.3085	=	126.77		
			These are evaloy clad. Evaloy is not in price book.						
21	07 71 23 00 0195	LF	4" x 5", 26 Gauge, Rectangular Galvanized Steel Downspout						\$691.67
			Quantity	Unit Price	Factor	=	Total		
		Installation	60.00 x	7.88 x	1.3085	=	618.66		
		Demolition	60.00 x	0.93 x	1.3085	=	73.01		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 017769.00  
 Work Order Title: Roof Repairs, City of Lubbock Wood Shop

**07 - Thermal & Moisture Protection**

22	07 71 23 00 0197	EA	Galvanized Steel Leader/Conductor Head				\$755.48
			Quantity		Unit Price	Factor	Total
			Installation	4.00 x	138.16 x	1.3085 =	723.13
			Demolition	4.00 x	6.18 x	1.3085 =	32.35
			This will be 24 gauge as specified.				
23	07 71 23 00 0198	EA	Thru-Wall Galvanized Steel Scupper Outlet				\$398.05
			Quantity		Unit Price	Factor	Total
			Installation	4.00 x	70.49 x	1.3085 =	368.94
			Demolition	4.00 x	5.56 x	1.3085 =	29.10
			This will be 24 gauge as specified.				

**Subtotal for 07 - Thermal & Moisture Protection** **\$72,411.61**

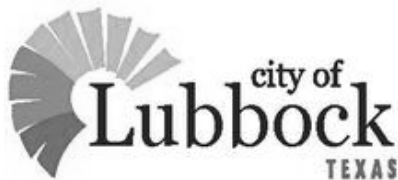
**08 - Openings**

24	08 71 16 00 2300	EA	36" Long, 3/8" Flexible Conduit, Stainless Steel Armored Power Transfer Door Loop				\$151.13
			Quantity		Unit Price	Factor	Total
			Installation	2.00 x	49.23 x	1.3085 =	128.83
			Demolition	2.00 x	8.52 x	1.3085 =	22.30
			Reroute conduit for HVAC units				

**Subtotal for 08 - Openings** **\$151.13**

**Proposal Total** **\$82,000.86**

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



**Regular City Council Meeting**

**5. 20.**

**Meeting Date:** 03/13/2014

---

### **Information**

#### **Agenda Item**

**Resolution - Fire Safety:** Consider a resolution authorizing the Mayor to execute purchase order contract 10011057 with DACO Fire Safety Equipment of Lubbock, Texas for two Rosenbauer Aerials (ladder trucks).

#### **Item Summary**

The purchase order contract is for two 100-foot ladder trucks including equipment. One unit is an addition to the fleet that will be assigned to Fire Station 19 currently under construction and scheduled to open in the fall of 2014. The second unit is to replace a 1991 model, E-ONE 100-foot ladder truck currently in reserve. The purchase valued at \$1,787,579, is from DACO Fire Safety Equipment of Lubbock, Texas, through the Houston-Galveston Area Council (HGAC) contract FS12-13, product code CA03. The H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as a Texas Local Government Code, Chapter 391. The H-GAC program was established pursuant to the Texas Inter-Local Cooperation Act allowing governments and qualifying non-profit entities to use the Act to obtain commonly needed products and services. The H-GAC purchases conform to the requirements of Texas competitive bid statutes.

#### **Fiscal Impact**

The annual lease payment is included in the Adopted FY 2013-14 Operating Budget.

#### **Staff/Board Recommending**

Mike Kemp, Fire Chief

---

### **Attachments**

Resolution & Purchase Order - DACO Fire Safety Equipment

---

**RESOLUTION**

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 10011057 for the purchase of Rosenbauer Trucks for the Fire Department as per HGAC Contract # FS12-13, by and between the City of Lubbock and Daco Fire Safety Equipment, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

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


ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Mike Kemp, Fire Chief

APPROVED AS TO FORM:

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

vw:ccdcs/RES.Daco Safety Equip-PurchaseOrd  
February 26, 2014



City of PURCHASE ORDER

Page - 1
Date - 02/26/2014
Order Number 10011057 000 OP
Branch/Plant 5615

TO: DACO FIRE SAFETY EQUIPMENT
201 AVENUE R
P.O. BOX 5006
LUBBOCK Texas 79408 5006

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
RAUL SALAZAR
1515 EAST URSULINE
LUBBOCK Texas 79401

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

Ordered 03/13/2014 Freight
Requested 02/26/2015 Taken By D GAMBOA
Delivery PER SALAZAR\_R REQ 42760 HGAC CONTRACT # FS12-13

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Rosenbauer Truck 1 and 2, and a Total Order row.

This purchase order encumbers funds in the amount of \$1,787,579 awarded to Daco Fire Safety Equipment, of Lubbock, TX, on March 13, 2014. The following is incorporated into and made part of this purchase order by reference: Price quotation dated February 25, 2014 from Daco Fire Safety Equipment, of Lubbock, TX, and HGAC Contract No. FS12-13 Resolution # \_\_\_\_\_.

CITY OF LUBBOCK

ATTEST:

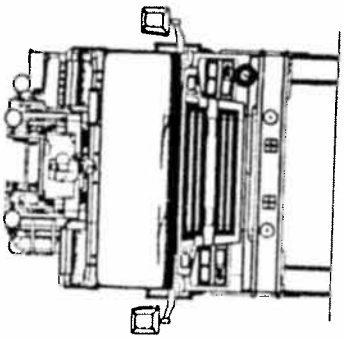
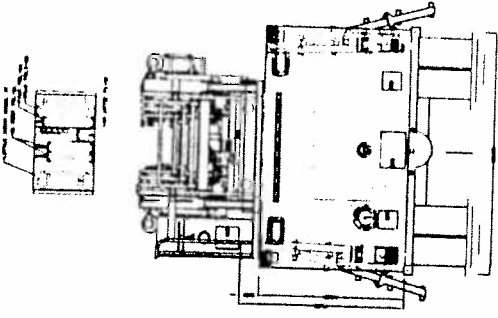
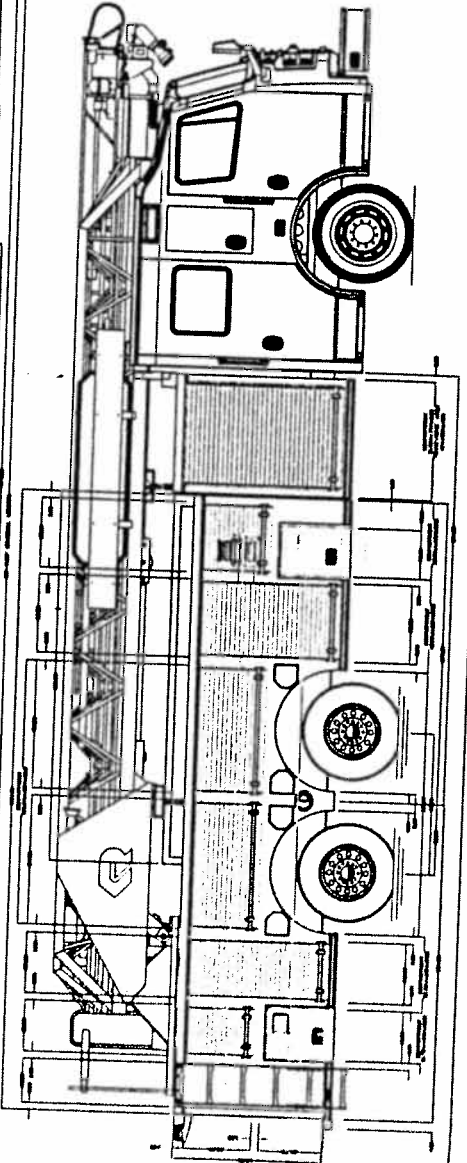
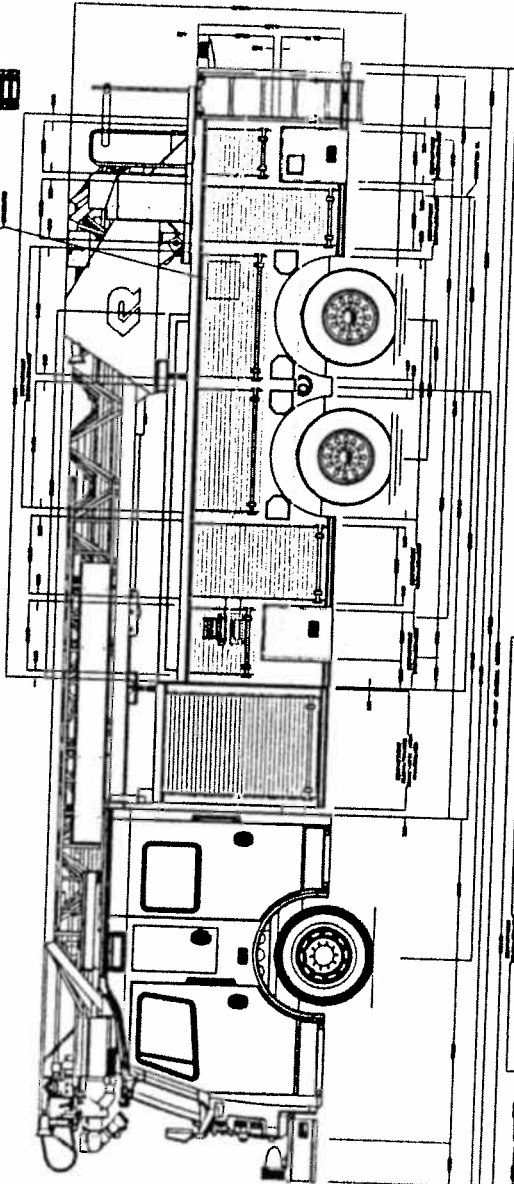
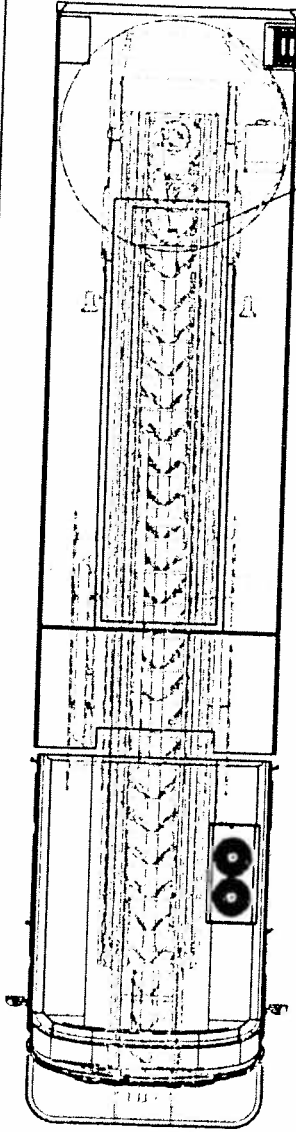
Glen C, Robertson, Mayor

Rebecca Garza, City Secretary





1. EXTERNAL VIEWING IS LARGER THAN ACTUAL DIMENSIONS. ALL DIMENSIONS ARE APPROXIMATE UNLESS OTHERWISE SPECIFIED.
2. ALL DIMENSIONS ARE APPROXIMATE UNLESS OTHERWISE SPECIFIED.
3. ALL DIMENSIONS ARE APPROXIMATE UNLESS OTHERWISE SPECIFIED.
4. DIMENSIONS NOT SHOWN ARE TO BE DETERMINED BY THE BUYER FROM THE DRAWINGS AND THE BUYER'S SPECIFICATIONS.
5. DIMENSIONS OF ALL ITEMS ARE TO BE DETERMINED BY THE BUYER FROM THE DRAWINGS AND THE BUYER'S SPECIFICATIONS.



APPROVED BY:	
CHARLES ROSENBAUER COMMANDER	
PLANT: NONE	
TYPE: NONE	
PANEL MATL: NA	
COMP INTERIOR STONE FINISH	
MAXIMUM HEIGHT: NONE	
MAXIMUM LENGTH: NONE	
BODY WIDTH: 101"	

LUBBOCK, TX  
100' VIPER



ROSENBAUER FX 1/8"  
Lubbock, TX 100 Viper



**Regular City Council Meeting**

**5. 21.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Resolution - Police Department:** Consider a resolution authorizing the Mayor to execute an Interlocal Agreement contract 11805 with Idalou Police Department for use of the Lubbock Police Department Firing Range facilities.

**Item Summary**

The Interlocal Agreement with Idalou Police Department is for the use of the Lubbock Police Department Firing Range, Bomb Range, Tactical Training Building, Obstacle Course and Police Training Facility located at 11602 West 19th Street, Lubbock, Texas and Classroom Facilities located at 508 Davis Drive.

This agreement allows employees of Idalou Police Department to enter the facilities for training purposes.

The term of the agreement is for six years.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Roger Ellis, Chief of Police

---

**Attachments**

Resolution & Interlocal Agreement - Idalou Police

---

**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 Interlocal Agreement for use of Lubbock Police Department Facilities, by and between the City of Lubbock and the City of Idalou, Texas, 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.

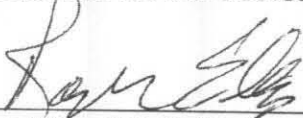
Passed by the City Council on \_\_\_\_\_.

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

ATTEST:

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

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Assistant City Attorney

RES. Interlocal Agrmt-City of Idalou  
10.9.13

## INTERLOCAL AGREEMENT

This Interlocal Agreement (the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, in accordance with Chapter 791 of the Texas Government Code, between the City of Lubbock, Texas (the "City"), a Texas Home Rule Municipal Corporation, and Idalou, Texas, a political subdivision of the State of Texas (the "Entity").

WHEREAS, a the City of Lubbock owns and operates a Firing Range Bomb Range, Obstacle Course and Police Training Facility located at 11602 W. 19<sup>th</sup> Street, Lubbock, TX and Classroom Facilities located at 508 Davis Drive, Lubbock, TX (the "Facility"); and

WHEREAS, the Entity is in need of certain facilities, which may include the pistol range, rifle range, Bomb Range, Obstacle Course, Equestrian Training Area and Classroom Training facility, to train its employees in law enforcement techniques; and

WHEREAS, the Entity acknowledges that the Facility is acceptable for its required personnel training requirements and as such, desires to train its employees at the Facility; and

WHEREAS, the City finds that the training of the Entity's employees shall increase the presence of adequately and properly trained law enforcement within the City and the surrounding areas and that such training benefits the health, safety and welfare of the City's citizens; NOW THEREFORE:

1. The City agrees to permit employees of the Entity to enter the Facility for training purposes in accordance with the terms and provisions of this Agreement.
2. Either Party may decide to terminate this Agreement for any reason upon written notice. In the event either party elects to terminate this Agreement as provided herein, this Agreement shall cease as if the day of the terminating party's election to terminate was the day originally fixed in this Agreement for its expiration.
3. The Entity agrees that all its employees which enter upon the Facility shall be informed of all conditions of the City of Lubbock Police Department's Range Rules, which is attached hereto and incorporated as if fully set forth herein (the "Rules"). The Entity shall be responsible for its employees conduct and adherence to said rules. Violation of the Rules may result in the City banning any or all of the Entity's employees from entering the Facility and/or automatic termination of this Agreement.
4. The Entity shall be responsible for any and all losses, damages, claims or liabilities caused or contributed by, in any way, manner or form, the act or omission of the Entity's employees or to any guests or observers accompanying the Entity's employees

5. The City, and its respective officers, employees, elected officials and agents, shall not be liable, and the Entity hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to company, on any theory of legal liability, including, but not limited to the negligence, of any type of degree, or fault, of the City, arising from or related to, in any way, manner of form, the unenforceability or voidance, for any reason, of all or any part of this agreement. This release shall survive the termination or voidance of this agreement.

6. Entity shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with this Agreement. A Certificate of Insurance specifying each and all coverages shall be submitted to the City prior to the execution of this Agreement. Entity shall provide to the City proof of the below-described insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (i) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (ii) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance.

- A. *Comprehensive General Liability Insurance.* Entity shall have comprehensive general liability insurance, with limits of \$500,000.00 combined single limit in the aggregate and per occurrence and shall include Police liability. The City shall be named as an additional insured in such policy.
- B. *Worker's Compensation.* Entity shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Entity shall maintain said coverage throughout the term of the Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Entity maintains said coverage. Any termination of worker's compensation insurance coverage by Entity or any cancellation or nonrenewal of worker's compensation insurance coverage for Entity shall be a material breach of this Agreement.

7. The relationship between the City and the Entity is at all times solely that of contractor/contractee, and may not be deemed, in any event, a partnership or a joint venture and conveys no other rights or privileges.

8. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of the Entity.

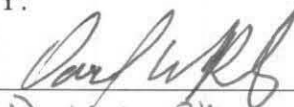
9. The parties agree hereto that all payments made pursuant to this Agreement must be made from current revenues available to each respective party

10. The term of this Agreement shall be for six (6) years, beginning on \_\_\_\_\_, 2013.

CITY OF LUBBOCK, TEXAS:

ENTITY:

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

BY:  \_\_\_\_\_

Name: David W Riley

Title: Mayor

Date executed: \_\_\_\_\_

Date executed: 11/18/13

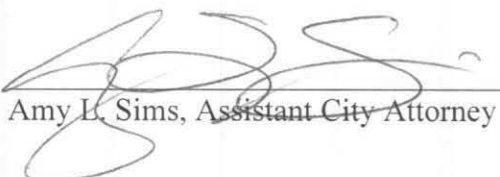
ATTEST:

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

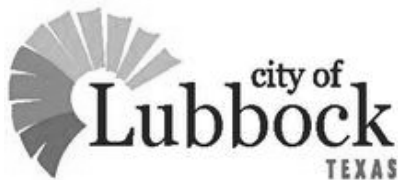
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Assistant City Attorney

Police Academy Interlocal Agrmnt-Idalou  
10.23.13



**Regular City Council Meeting**

**5. 22.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-00021, a request for Zone Case 3224, a request of City of Lubbock for a zoning change from C-4 to C-2 on Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen’s Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition, along 19th Street between University Avenue and Avenue Q.

**Item Summary**

General comments:

The Planning Department filed this case to lower the intensity of the land uses along this mile of 19th Street. This section of 19th Street could have a major impact on Lubbock High School. In expectation to help protect the historic nature of Lubbock High School as well as the major entrance corridor that 19th Street serves into Lubbock, staff considered this request to benefit both aspects. This also serves as an extension of the revitalization efforts downtown.

Similar cases have been brought forth by the Planning Department on behalf of the City in other places in town. To list a few:

I-27, Marsha Sharp Freeway, Downtown CB Districts.

At the Planning and Zoning Commission meeting, the Heart of Lubbock Neighborhood Association, the Lubbock High PTA, Lubbock High Alumni Association, LISD Board of Trustees, and the Lubbock Heritage Society, as well as a few other citizens all came to voice their support for the case.

Adjacent land uses:

North and south of this corridor are two older city neighborhoods.

To the east of this case is the Central Business District portion of 19th Street (for downtown).

Comprehensive Land Use Plan:

The case is consistent with the CLUP.

Zoning Policy:

Through zoning policy and the CLUP, 19th Street is eligible for C-4 zoning with its state highway designation.

However, in its current setting with its adjacency to residential, Lubbock High School, and proximity to downtown, C-4 is not necessarily the most appropriate zoning classification.

Effect on the adjacent street and thoroughfare system:

There should be no effect on the thoroughfare system.

Recommendations:

Staff recommends the case for approval.

P&Z Commission Recommendation:  
The P&Z recommended the request with a vote of 8-0.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

---

---

**Attachments**

Ordinance - ZC 3224

Zone Case 3224

Memo - ZC 3224

---

---

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. 3224**; A ZONING CHANGE FROM C-4 TO C-2 ZONING DISTRICT ON LOTS 16-18, BLOCK 1, LOTS 19-21, BLOCK 2, HANKINS ADDITION, LOTS 9-12, BLOCK 5, LOTS 5-12, BLOCK 18, LOTS 18-24, BLOCK 19, LOTS 13-24, BLOCK 49, LOTS 13-24, BLOCK 78, LOTS 13-24, BLOCK 79, LOTS 16-18, BLOCK 104, OVERTON ADDITION, THE SOUTH 143.4 FEET OF TRACT A, LUBBOCK HIGH ADDITION, LOTS 21-24, BLOCK 3, KNIGHT ADDITION, LOTS 1-4, BLOCK 1, LANE ADDITION, LOTS 1-6, BLOCK 1, JF RICE ADDITION, LOTS 1-6, BLOCK 1, SOUTHWELL PLACE ADDITION, LOTS 1-12, BLOCK 48, LOTS 1-12, BLOCK 49, LOTS 1-12, BLOCK 50, MCCRUMMEN'S SECOND ADDITION, BLOCK 1, LESS THE SOUTH 150 FEET, ELLWOOD PLACE 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. 3224**

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-4 to C-2 zoning district on **Lots 16-18, Block 1, Lots 19-21, Block 2, Hankins Addition, Lots 9-12, Block 5, Lots 5-12, Block 18, Lots 18-24, Block 19, Lots 13-24, Block 49, Lots 13-24, Block 78, Lots 13-24, Block 79, Lots 16-18, Block 104, Overton Addition, the south 143.4 feet of tract A, Lubbock High Addition, Lots 21-24, Block 3, Knight Addition, Lots 1-4, Block 1, Lane Addition, Lots 1-6, Block 1, JF Rice Addition, Lots 1-6, Block 1, Southwell Place Addition, Lots 1-12, Block 48, Lots 1-12, Block 49, Lots 1-12, Block 50, McCrummen's Second Addition, Block 1, less the south 150 feet, Ellwood Place Addition, City of Lubbock, Lubbock County, Texas, located along 19<sup>th</sup> Street between University Avenue and Avenue Q.**

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

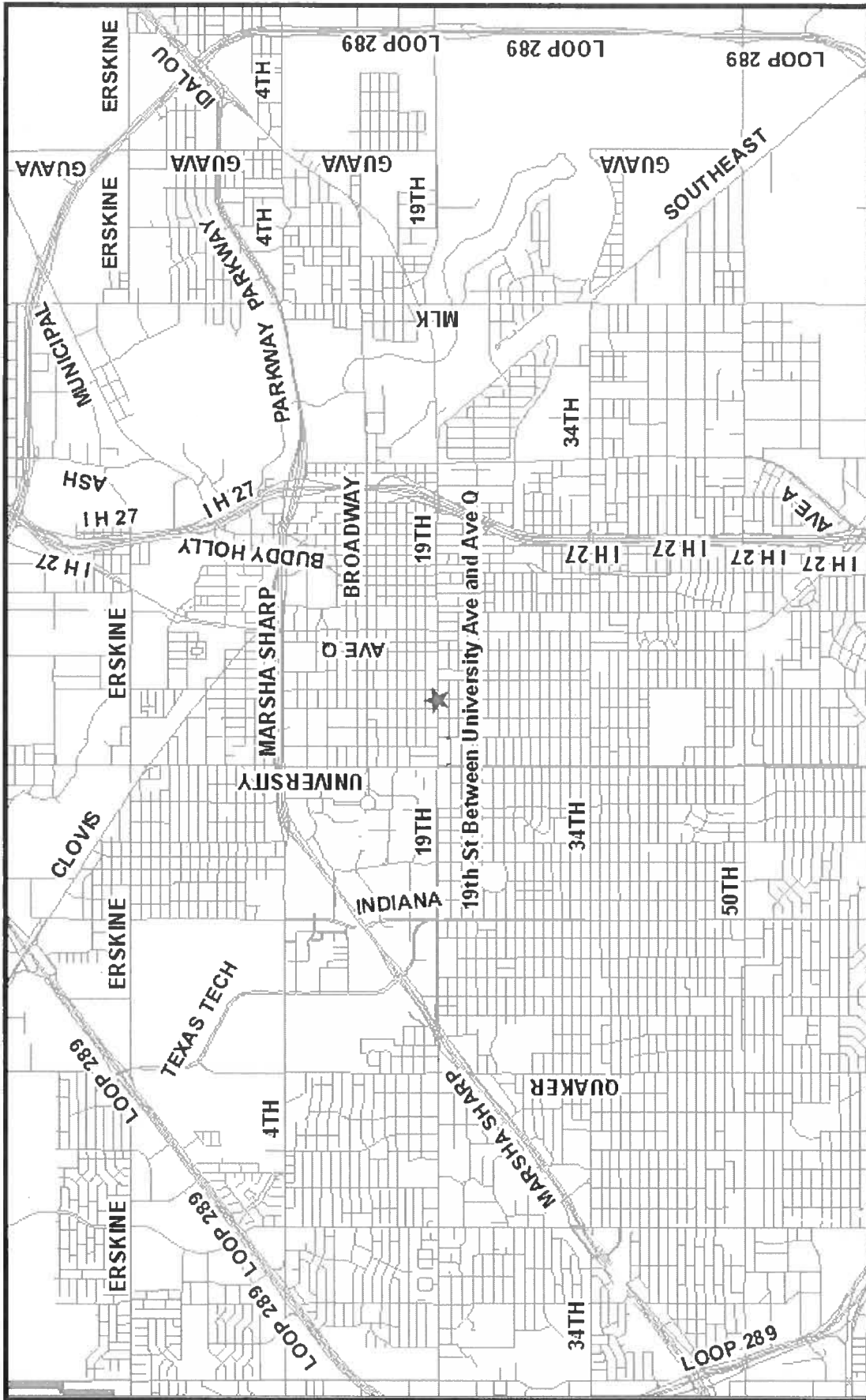
APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Andrew Paxton, Director of Planning

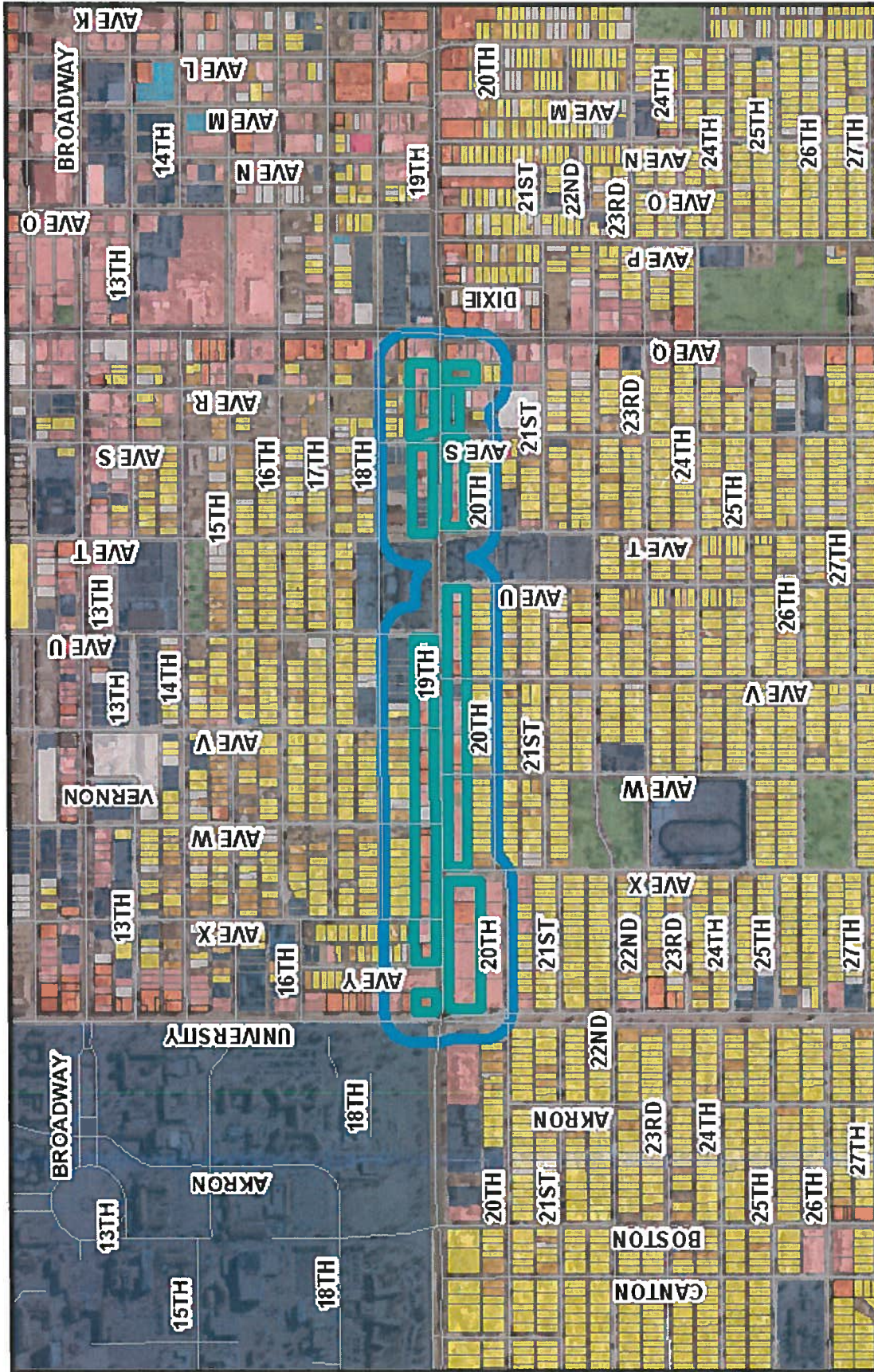
APPROVED AS TO FORM:

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

vw/cityatt/Chad/ZoneCase/ZC3224  
February 6, 2014

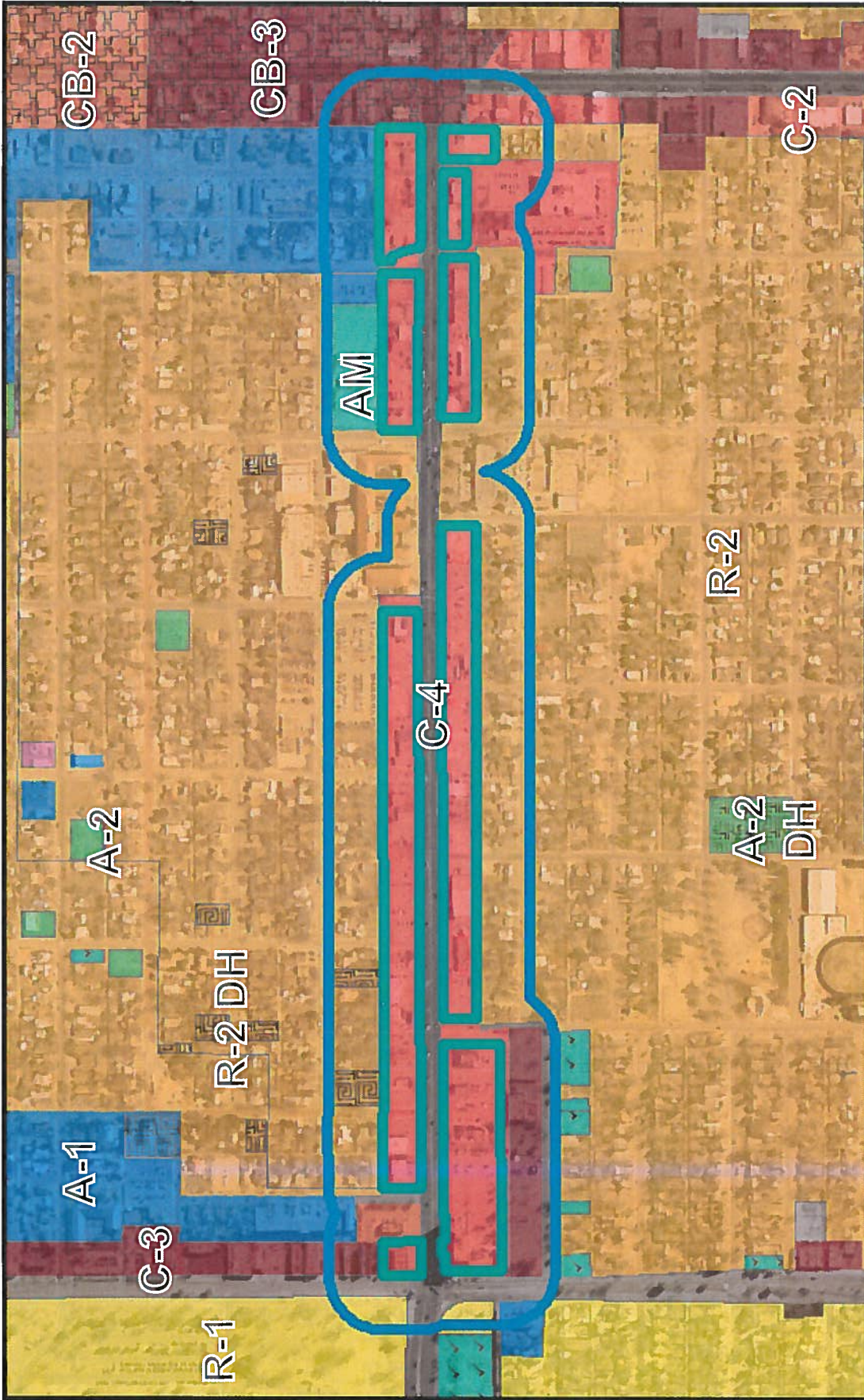


# P.Z.C. Case 3224



## P.Z.C. Case 3224

Request of City of Lubbock for a zoning change from C-4 to C-3, along 19th Street between University Avenue and Avenue Q



# P.Z.C. Case 3224 Zoning



January 24, 2014

Dear 19<sup>th</sup> Street Property Owner,

A city that does not have a vibrant and thriving core, experiences deterioration and reduced economic investment at its heart. In response to this concern the City of Lubbock is proposing a zoning change to C-3 (General Retail) for a portion of the 19<sup>th</sup> Street corridor, between University Avenue and Avenue Q. Please refer to the map on the reverse of this letter to determine if your property is included in this rezoning.

The C-3, General Retail District, is a district that makes up the majority of our commercial zoning in Lubbock. The permitted uses in the C-3 District will continue to allow the area to redevelop as well as protect the historic nature and significance of this corridor's key element, Lubbock High School. This zoning change will compliment the previous changes on 19<sup>th</sup> Street to Central Business Districts between Avenue Q and I-27, and is in conjunction with the ongoing drive to redevelop downtown. The City of Lubbock acknowledges the importance of this major street, both as an entry to downtown but also as an entry into our City, thus the importance of maintaining an equitable and positive environment for redevelopment.

**THE MOST IMPORTANT ISSUE** for current property owners to understand is that the current use, design, and parking for **ALL EXISTING BUSINESSES** are not affected. Only proposals that evolve over time for new or redeveloped business locations will be subject to the regulations and permitted uses in the C-3 zoning district. Current businesses and buildings will simply continue as legal or legal non-conforming. **No retroactive requirements will be imposed on existing businesses or uses, and non-conforming businesses will remain regardless of ownership unless the business is vacant for one year or more.**

The new Zoning District illustrated on the reverse side is:

- C-3 General Retail District: The purpose of this district is to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

A copy of the proposed district ordinance is available for review on the City of Lubbock Web site [www.mylubbock.us](http://www.mylubbock.us) (click "Code of Ordinances", then "City of Lubbock Code of Ordinances," then "Title II, Chapter 40, 40.03 Districts, Division 15 C-3"). The C-3 district includes the permitted uses in the C-2 and C-2A districts. The Planning staff is happy to discuss the Districts by phone or in person:

Drew Paxton 775-3029 or Dennis Carrizales 775-2096.

Sincerely yours,

A handwritten signature in cursive script, appearing to read "Drew Paxton".

Drew Paxton, Director of Planning



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

7

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the

zone change requested by:

P&Z Case No.:

3224

RECEIVED

In Favor of

Opposed

FEB 06 REC'D

PLANNING DEPARTMENT

Reasons and/or Comments:

KEEP IT NICE & CLEAN NOW + FUTURE

Print Name

PETE MARTINEZ

Signature:



Address:

2122 19TH

Address of Property Owned:

" " "

7

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.: 3224

In Favor of   
Opposed

RECEIVED

FEB 05 REC'D

Reasons and/or Comments:

PLANNING DEPARTMENT

Print Name: Ben Howard & Hilda Adams  
Signature: Hilda Adams  
Address: 2315 18th St Lubbock, TX 79401  
Address of Property Owned: 2315 18th

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

7

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3224

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
JAN 30 REC'D  
PLANNING DEPARTMENT

Print Name Sam Reyes  
Signature: [Signature]  
Address: P.O. Box 64145 Lubbock 79464  
Address of Property Owned: 2322 A+B 20<sup>th</sup>

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

7

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the

zone change requested by: P&Z Case No.: 3224

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

JAN 30 REC'D

PLANNING DEPARTMENT

Print Name

Alice Kerr

Signature:

Alice Kerr

Address:

3019-34th

Address of Property Owned:

zone Cast number # 38217

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

7

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.


Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3224

In Favor of    
 Opposed  **NO NO NO**

Reasons and/or Comments:

RECEIVED  
JAN 31 REC'D  
PLANNING DEPARTMENT

Print Name \_\_\_\_\_  
Signature: Ralph Flores  
Address: 1802-19th  
Address of Property Owned: 1802-19th Lubbock

**Gregory Motors**  
Lubbock, Texas 79404  
"We Finance"  
Buy • Sell • Trade  
  
Car Lot #1  
3405 I-27, Lubbock, TX  
Car Lot #2  
1802 19th St, Lubbock, TX  
RALPH: 771-9476

Zone Case Number: 3224 42118  
FLORES, RALPH  
3405 I-27  
LUBBOCK TX 79404

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

7

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: **3224**

In Favor of

Opposed

**NO NO**

Reasons and/or Comments:

RECEIVED  
JAN 31 REC'D  
PLANNING DEPARTMENT

Print Name

MARTIN FLORES

Signature:

Martin Flores

Address:

1802-19th

Address of Property Owned:

1802-19th Lubbock, TX

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

(7)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3224

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
FEB 03 REC'D  
PLANNING DEPARTMENT

Print Name RITA G. PETTIGREW  
Signature: Rita G. Pettigrew  
Address: 2323 20<sup>TH</sup> STREET 79411  
Address of Property Owned: SAME

p. 2  
7

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.: 3224

In Favor of

Opposed

Reasons and/or Comments:

See Attached Letter

RECEIVED

FEB 03 REC'D

PLANNING DEPARTMENT

Print Name E. Z. "Ted" Hogan, Jr.

Signature: [Handwritten Signature]

Address: 2301 18th Street, Lubbock, TX 79401

Address of Property Owned: Properties owned within 200' notice range:

- |                  |                  |
|------------------|------------------|
| 2205 18th Street | 2223 18th Street |
| 2213 18th Street | 2301 18th Street |
| 2219 18th Street | 2302 18th Street |
| 2222 18th Street | 2301 19th Street |

Zone Case Number: 3224 43174  
HOGAN E Z JR  
2301 18TH ST

7

E. Z. "Ted" Hogan Jr  
2301 18<sup>th</sup>. Street  
Lubbock, Texas 79401  
806-765-7182  
February 3, 2014

RECEIVED

FEB 03 REC'D

PLANNING DEPARTMENT

Honorable Members  
Planning & Zoning Commission  
City of Lubbock  
Fax (806) 775-2100

Re: Reply, Zone Case 3224

Dear Members:

It's vital to protect Lubbock High School and this gateway street and I urge you to adopt more restrictive zoning. I own the business building at the northwest corner of 19<sup>th</sup> and Ave. W (2302 19<sup>th</sup> St) and I will benefit by having a nicer street and no future incompatible uses for neighbors.

I do not think C-3 is restrictive enough. C-3 allows uses that are incompatible with Lubbock High. C-3 would permit used tire stores, huge package stores, gas stations with outside display, and car washes. Game rooms would also be allowed as a conditional use.

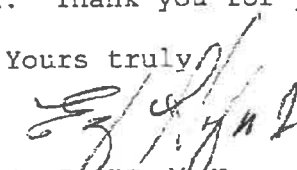
I think the service station on the northeast corner of University and 19<sup>th</sup> should be C-3 and remain a legal conforming use, in keeping with University Ave. Other than that, I urge you to change the street to C-2, which is within your power.

Most of the current uses on 19<sup>th</sup> St. are allowed in a C-2 zone. There are about 70 properties affected by this proposal. If all these properties were in a C-2 zone, my count is that all but 13 of the existing businesses would remain legal conforming businesses. The 13 that would be made non-conforming are 1 pawn shop, 2 body shops, 2 used car lots, 2 tattoo parlors, 1 car wash, 1 auto repair shop, 1 second hand store, 1 printer, 1 vacant auto repair shop, and the gas pumps at 7-Eleven. (7-Eleven's gas pumps are allowed as a conditional C-2 use.)

If you change the zoning to C- 3, eleven of these thirteen uses will be non-conforming. Only the car wash and the 7-11 gas tanks would remain as conforming uses.

If you do change the zoning to C-3, please include an exception that tire stores, package stores over 8750 sq. ft, gas stations, quick tune or oil change facilities, car washes, and game rooms are not permitted. None of these uses exist now and it should stay that way to protect Lubbock High School and the surrounding area. Thank you for your consideration.

Yours truly



E. Z. "Ted" Hogan, Jr.

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

7

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by:

P&Z Case No.: 3224

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

FEB 04 REC'D

PLANNING DEPARTMENT

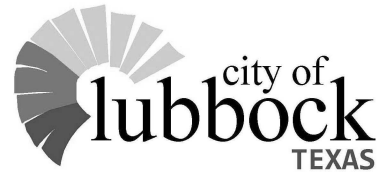
Print Name: Gregory Adams  
Signature: [Signature]  
Address: 9204 Gardner Ave. 79452  
Address of Property Owned: \_\_\_\_\_

151 of 157

Zone Case Number: 3224 57187  
LECROY, GARY  
9204 GARDNER AVE

LUBBOCK TX 79424-3633





January 24, 2014

Dear 19<sup>th</sup> Street Property Owner,

A city that does not have a vibrant and thriving core, experiences deterioration and reduced economic investment at its heart. In response to this concern the City of Lubbock is proposing a zoning change to C-3 (General Retail) for a portion of the 19<sup>th</sup> Street corridor, between University Avenue and Avenue Q. Please refer to the map on the reverse of this letter to determine if your property is included in this rezoning.

The C-3, General Retail District, is a district that makes up the majority of our commercial zoning in Lubbock. The permitted uses in the C-3 District will continue to allow the area to redevelop as well as protect the historic nature and significance of this corridor's key element, Lubbock High School. This zoning change will compliment the previous changes on 19<sup>th</sup> Street to Central Business Districts between Avenue Q and I-27, and is in conjunction with the ongoing drive to redevelop downtown. The City of Lubbock acknowledges the importance of this major street, both as an entry to downtown but also as an entry into our City, thus the importance of maintaining an equitable and positive environment for redevelopment.

**THE MOST IMPORTANT ISSUE** for current property owners to understand is that the current use, design, and parking for **ALL EXISTING BUSINESSES** are not affected. Only proposals that evolve over time for new or redeveloped business locations will be subject to the regulations and permitted uses in the C-3 zoning district. Current businesses and buildings will simply continue as legal or legal non-conforming. **No retroactive requirements will be imposed on existing businesses or uses, and non-conforming businesses will remain regardless of ownership unless the business is vacant for one year or more.**

The new Zoning District illustrated on the reverse side is:

- C-3 General Retail District: The purpose of this district is to provide for general commercial uses which are medium activity centers in terms of generated traffic. Such districts should be adjacent to local or regional thoroughfares such as state or federal highways. Because of the commercial nature of the permitted uses, compatibility with adjacent residential areas should be considered.

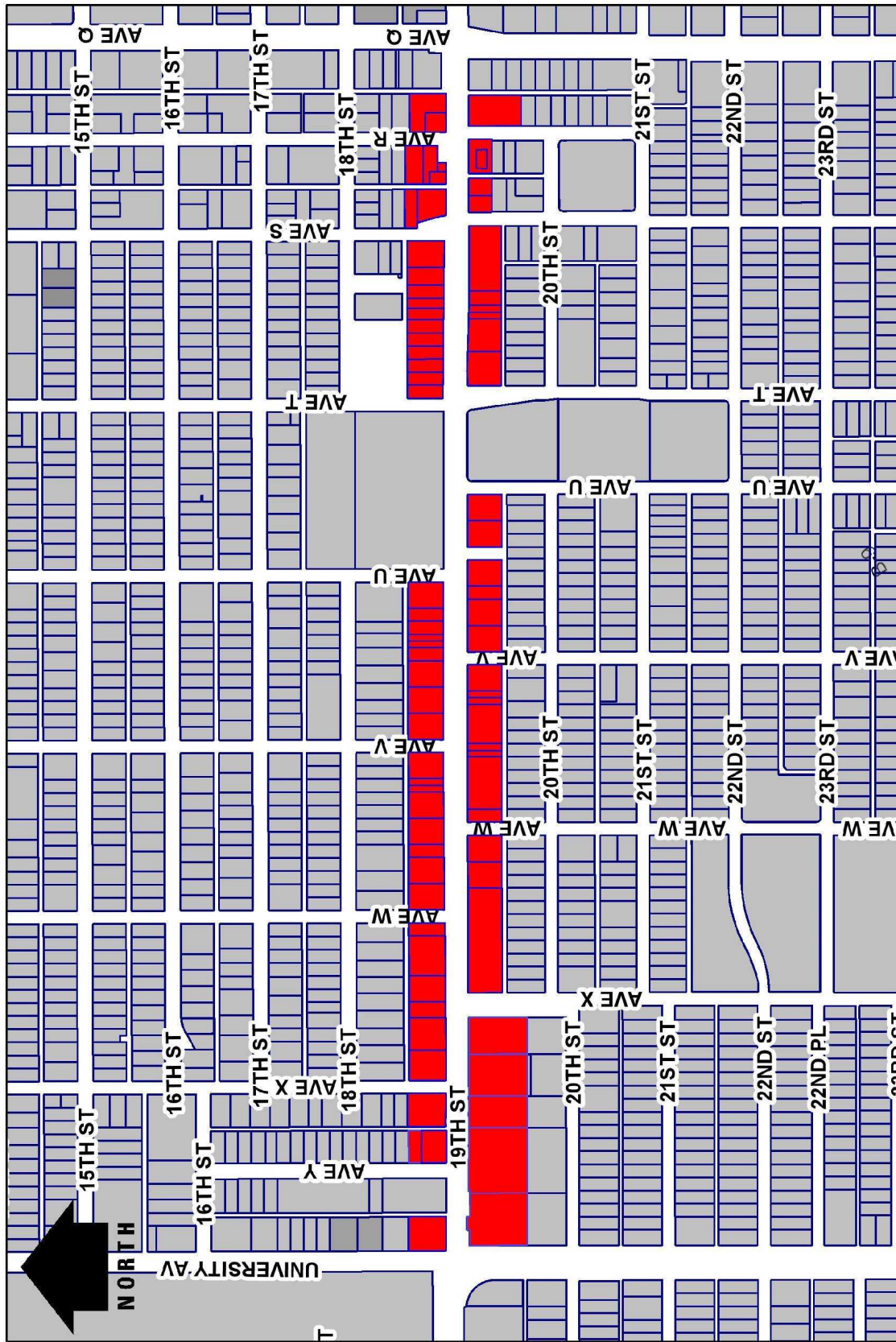
A copy of the proposed district ordinance is available for review on the City of Lubbock Web site [www.mylubbock.us](http://www.mylubbock.us) (click "Code of Ordinances", then "City of Lubbock Code of Ordinances," then "Title II, Chapter 40, 40.03 Districts, Division 15 C-3"). The C-3 district includes the permitted uses in the C-2 and C-2A districts. The Planning staff is happy to discuss the Districts by phone or in person:

Drew Paxton 775-3029 or Dennis Carrizales 775-2096.

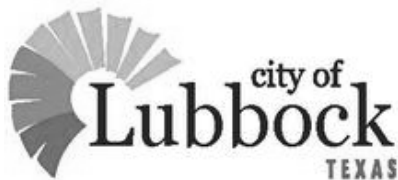
Sincerely yours,

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

Drew Paxton, Director of Planning



Zone Case 3224, 19th St from University Ave to Ave Q



**Regular City Council Meeting**

**5. 23.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-00022, a request for Zone Case 3072-A, a request of GST RE LLC for a zoning change from C-2A to C-3 on a portion of Tract 1, Southwest Lubbock Health Center Addition, 5207 98th Street.

**Item Summary**

**General comments:**

The original zone case was for a short term office and motor bank for First Bank and Trust until the new facility was built to the south. The tree out parcels between the Covenant Southwest Lubbock Medical Clinic, the bank and the convenience store are partially zoned C-2A and part C-3. This case is simply to match the zoning for the entirety of the three lots.

**Adjacent land uses:**

To the northeast is an existing convenience store, to the west is Southwest Lubbock Medical Clinic, and to the south is a bank.

**Comprehensive Land Use Plan:**

The request is consistent with the CLUP.

**Zoning Policy:**

As a part of a larger development at the corner of two thoroughfares, the C-3 zoning designation is appropriate.

**Effect on the adjacent street and thoroughfare system:**

There should be little to no impact on traffic or the thoroughfare system. Any new curb cuts will be consistent with the current Traffic Engineering curb cut access plan.

**Recommendations:**

Staff recommends the case for approval with the following condition:

1. Tied to the previously approved traffic access plan (for the entire development), or a modified traffic access plan shall be reviewed by the Planning and Zoning Commission.

**P&Z Commission Recommendation:**

The P&Z recommended the request with a vote of 5-3, with the following condition:

1. Tied to the previously approved traffic access plan (for the entire development), or a modified traffic access plan shall be reviewed by the Planning and Zoning Commission.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

---

---

**Attachments**

Ordinance - ZC 3072-A

Zone Case 3072-A

---

---

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

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3072-A**; A ZONING CHANGE FROM **C-2A** TO **C-3** ZONING DISTRICT ON A **PORTION OF TRACT 1, SOUTHWEST LUBBOCK HEALTH CENTER 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 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. 3072-A**

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-2A** to **C-3** zoning district on a **portion of Tract 1, Southwest Lubbock Health Center Addition**, City of Lubbock, Lubbock County, Texas located at **5207 98<sup>th</sup> 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 zone change be tied to the previously approved traffic access plan (for the entire development), or a modified traffic access plan shall be reviewed by the Planning and Zoning Commission.**

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:

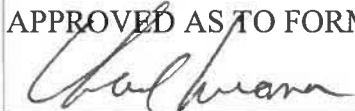
\_\_\_\_\_  
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



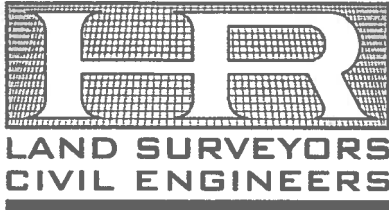
\_\_\_\_\_  
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



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

vw/CityAtt/Chad/Zones/ZC3072-A  
February 6, 2014



# 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

METES AND BOUNDS DESCRIPTION of a portion of Tract 1, Southwest Lubbock Health Center Addition to the City of Lubbock, being further described as follows:

BEGINNING at the Northeast corner of Tract 1, Southwest Lubbock Health Center Addition to the City of Lubbock

THENCE S. 00°04'00" E. an approximate distance of 175.0 feet to a point;

THENCE S. 44°57'15" W. an approximate distance of 48.5 feet to a point;

THENCE S. 89°57'15" W. an approximate distance of 54.7 feet to a point;

THENCE N. 00°04'00" W. an approximate distance of 210.6 feet to a point found in the South right-of-way of 98th Street;

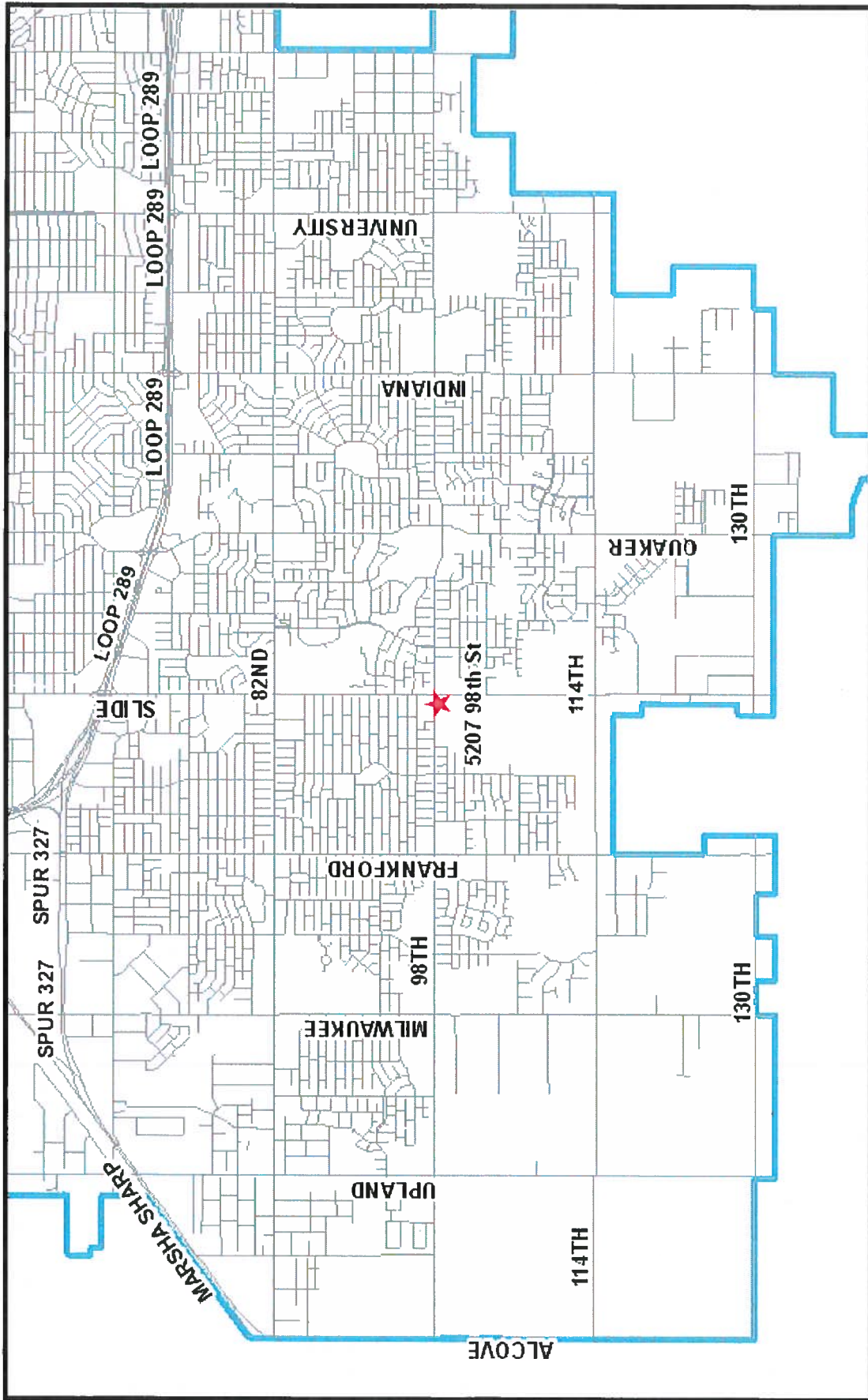
THENCE S. 87°11'10" E., along the said South right-of-way, an approximate distance of 26.0 feet to a point;

THENCE N. 89°57'15" E., continuing along the South right-of-way, an approximate distance of 63.0 feet to the Point of Beginning.

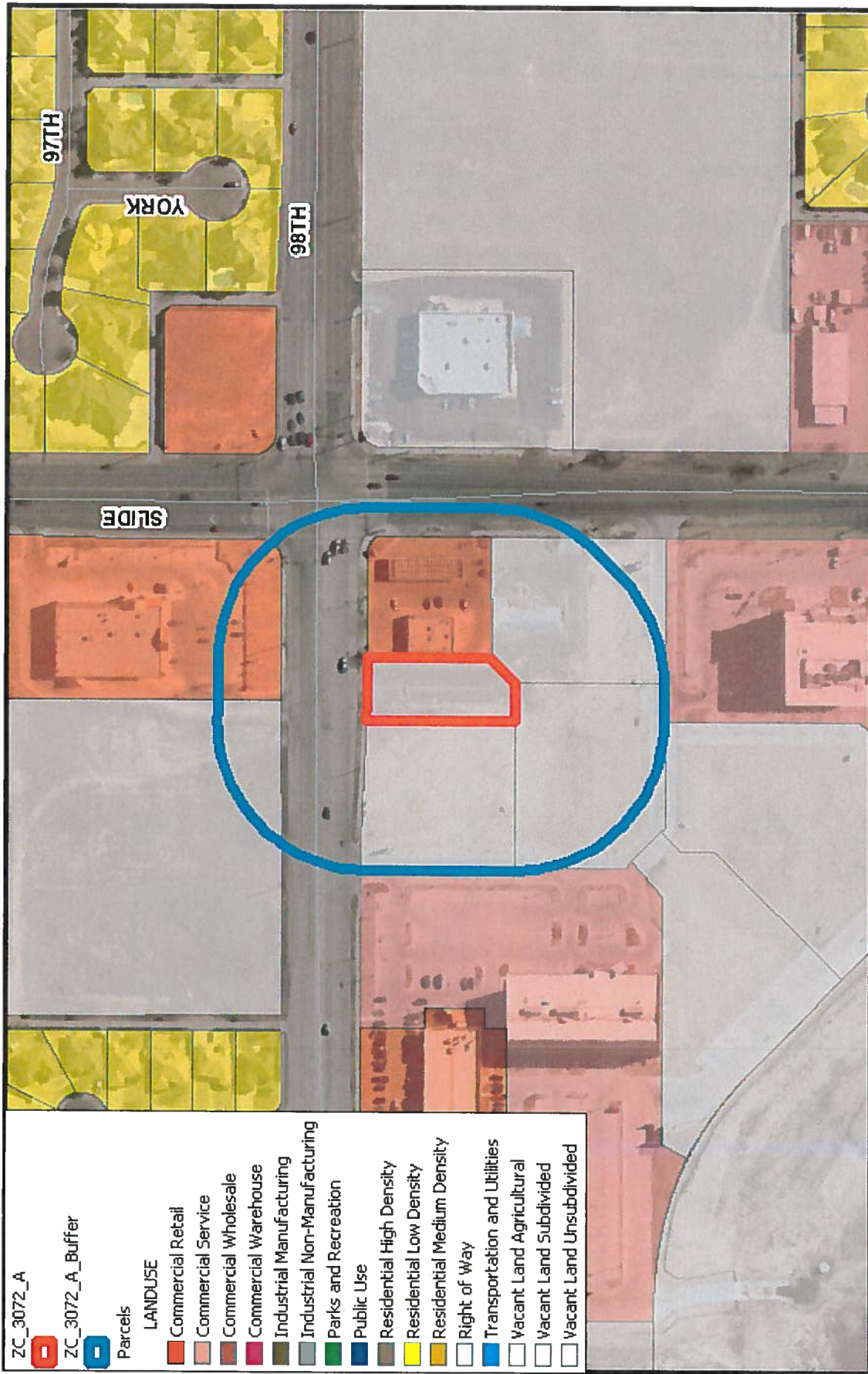
Contains an approximate 0.4 acres.

**PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT AN ACTUAL SURVEY.**

Prepared for Racer Car Wash  
January 17, 2014

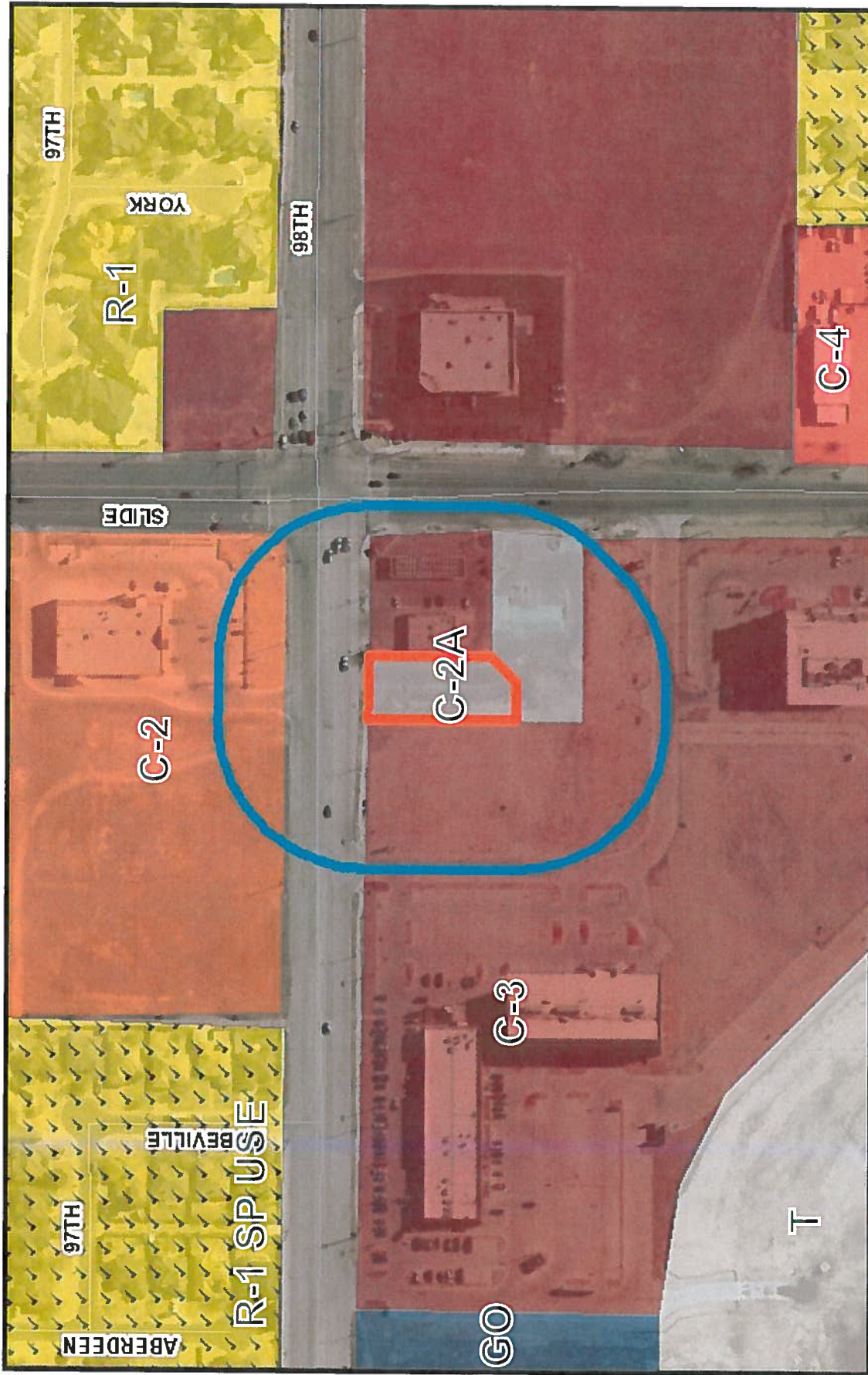


# P.Z.C. Case 3072-A



# P.Z.C. Case 3072-A

Request of GST RE LLC for a zoning change from C-2A to C-3, 5207 98th Street



# P.Z.C. Case 3072-A Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) GST RE LLC DBA Races Car Wash
4513 13th Street
Lubbock Tx 79416
(806) 789-2123

Location or Address: 98th F Slide (SW)
Legal Description: notes & bounds
Existing Land Use: vacant Existing Zoning: C2-14
Acreage or Square Footage of Property:
Zoning Requested: C-3

Proposed Development: car wash

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]

Applicant's Signature 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.: 3072-A
Agenda No.:
Request for zoning change from: C2-A To: C-3

on Lot(s): Block(s):
Subdivision: Address: 5207 98th St and 9812 Slide Rd



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.: 3072-A

In Favor of

Opposed

Reasons and/or Comments: *Please see attached.*

RECEIVED  
FEB 03 REC'D  
PLANNING DEPARTMENT

Print Name \_\_\_\_\_

Signature: *[Handwritten Signature]*

Address: *9816 Slide Road*

Address of Property Owned: *9816 Slide Road*



Greg Garland  
President

February 3, 2014

Planning & Zoning Commission  
P.O. Box 2000  
Lubbock, Texas 79457

Re: Planning & Zoning Case No. 3072-A

Dear Commission Members,

Please accept this letter of opposition in the above referenced case. As an established business in the immediate area we do not believe the proposed zoning request is consistent with current land development. Current use and development is medical office building, office building and light retail.

The property in question was included in a master site development project which initiated in 2005-2006 to develop the Southwest corner of 98<sup>th</sup> Street and Slide road into a premier professional location. The proposed carwash facility in this case does not comply with C-2A zoning.

We respectfully request you decline the change from C-2A to C-3 in this case.

Sincerely,

Greg Garland  
President

RECEIVED

FEB 03 REC'D

PLANNING DEPARTMENT

CGG/mm



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.: 3175-A

In Favor of

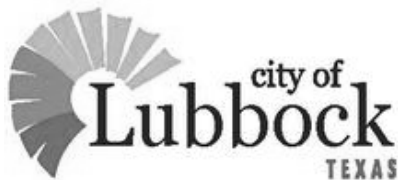
Opposed

Reasons and/or Comments:

RECEIVED  
FEB 16 REC'D  
PLANNING DEPARTMENT

Print Name SYLVIA PEOPLES  
Signature: Sylvia Peoples  
Address: \_\_\_\_\_  
Address of Property Owned: 514 N HOMESTEAD

3 of 18  
Zone Case Number: 3175-A 54280  
PEOPLES, SYLVIA C  
514 N HOMESTEAD AVE  
LUBBOCK TX 79416-3340



**Regular City Council Meeting**

**5. 24.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0023, a request for Zone Case 3124-A, a request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses on Lot 2, Block 4, Trigg Heights Addition, 8008 MLK Jr Boulevard.

**Item Summary**

General comments:

The applicant is requesting that this tract of land be zoned C-4 limited to an office warehouse and all C-3 uses. As shown on the proposed site plan, there will be a limited vehicle and equipment storage area behind the building.

One adjacent property owner spoke in favor of the case.

A second property owner spoke in opposition. His major concerns were related to traffic, streets, and flood zones.

Adjacent land uses:

N- a home and vacant property

S- vacant

E- several businesses and vacant land

W- a home and vacant property

The property surrounding is all zoned R-1.

Comprehensive Land Use Plan:

The CLUP has this intersection, like most major thoroughfares, planned for commercial zoning. The request is consistent with the CLUP.

Zoning Policy:

While open C-4 would not normally be a policy case at this location the request is submitted to allow only one use in C-4: office warehouse. The applicant also asks that the parcel be allowed all permitted C-3 uses.

Effect on the adjacent street and thoroughfare system:

The zoning should have little to no impact on the thoroughfare system.

Staff Recommendations:

Depending on the response from the neighborhood, staff recommends the following conditions:

1. Tied to the proposed site plan, future site plan development shall be reviewed by the Planning and Zoning Commission.
2. Use of the property shall be C-4 limited to office warehouse development and all unconditionally permitted C-3 uses.

P&Z Commission Recommendation:

The P&Z recommended the request with a vote of 8-0, with the following conditions:

1. Tied to the proposed site plan, future site plan development shall be reviewed by the Planning and Zoning

Commission.

2. Use of the property shall be C-4 limited to office warehouse development and all unconditionally permitted C-3 uses.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

---

**Attachments**

Ordinance - ZC 3124-A

Zone Case 3124-A

---

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

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3124-A**; A ZONING CHANGE FROM **R-1** TO **C-4** ZONING DISTRICT LIMITED TO AN **OFFICE WAREHOUSE AND ALL UNCONDITIONALLY PERMITTED C-3 USES**, ON **LOT 2, BLOCK 4, TRIGG HEIGHTS ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

**ZONE CASE NO. 3124-A**

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-4** zoning district **limited to an office warehouse and all unconditionally permitted C-3 uses** on **Lot 2, Block 4, Trigg Heights Addition**, City of Lubbock, Lubbock County, Texas, located at **8008 MLK JR. Boulevard**; **subject to conditions, and being further described as follows:**

**SUBJECT TO THE FOLLOWING CONDITIONS:**

- 1. THAT the zone change be tied to the proposed site plan, future site plan development shall be reviewed by the Planning and Zoning Commission; and**
- 2. THAT the use of the property shall be C-4 limited to office warehouse development and all unconditionally permitted C-3 uses.**

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:

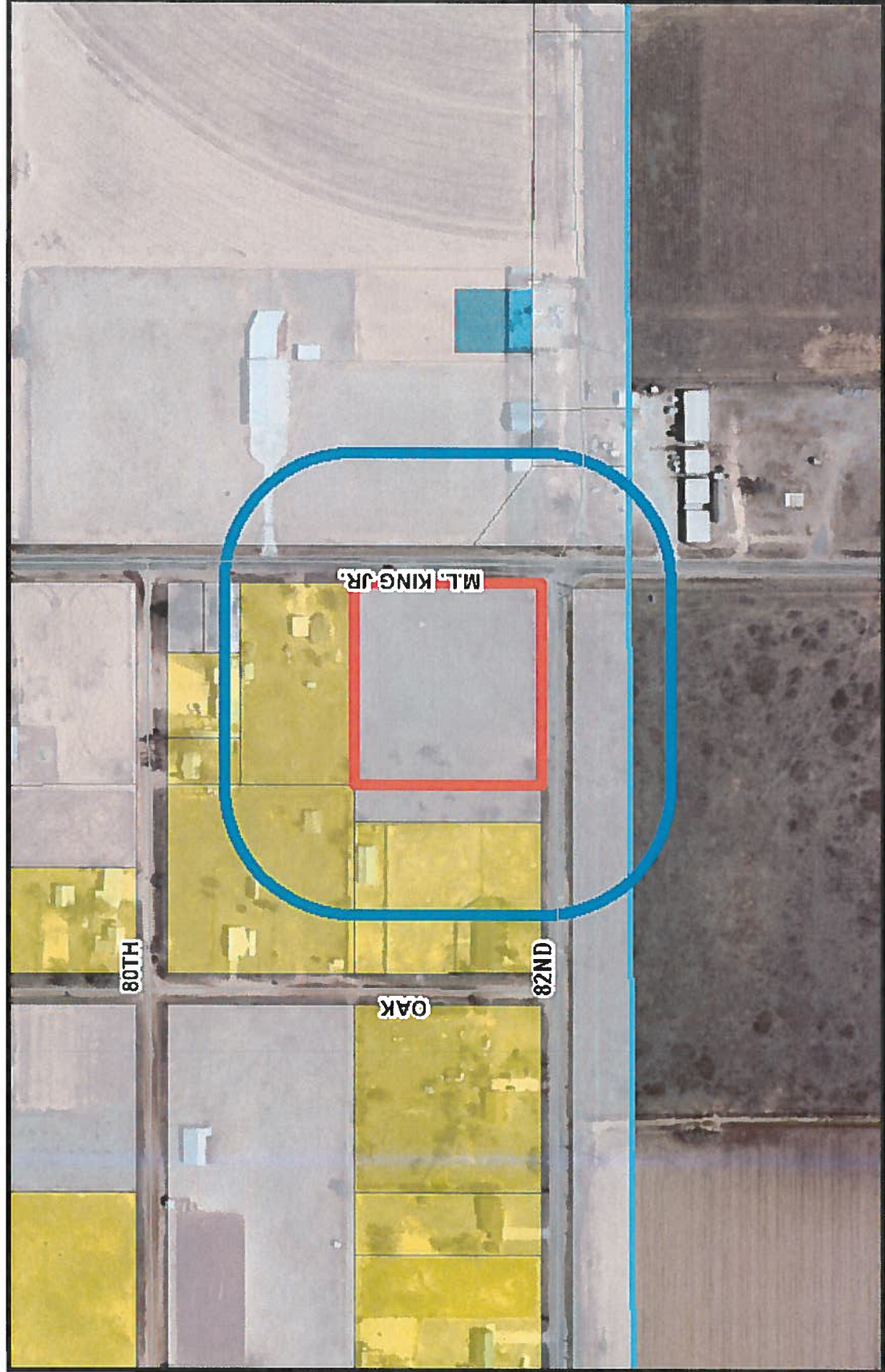


---

Chad Weaver  
Assistant City Attorney

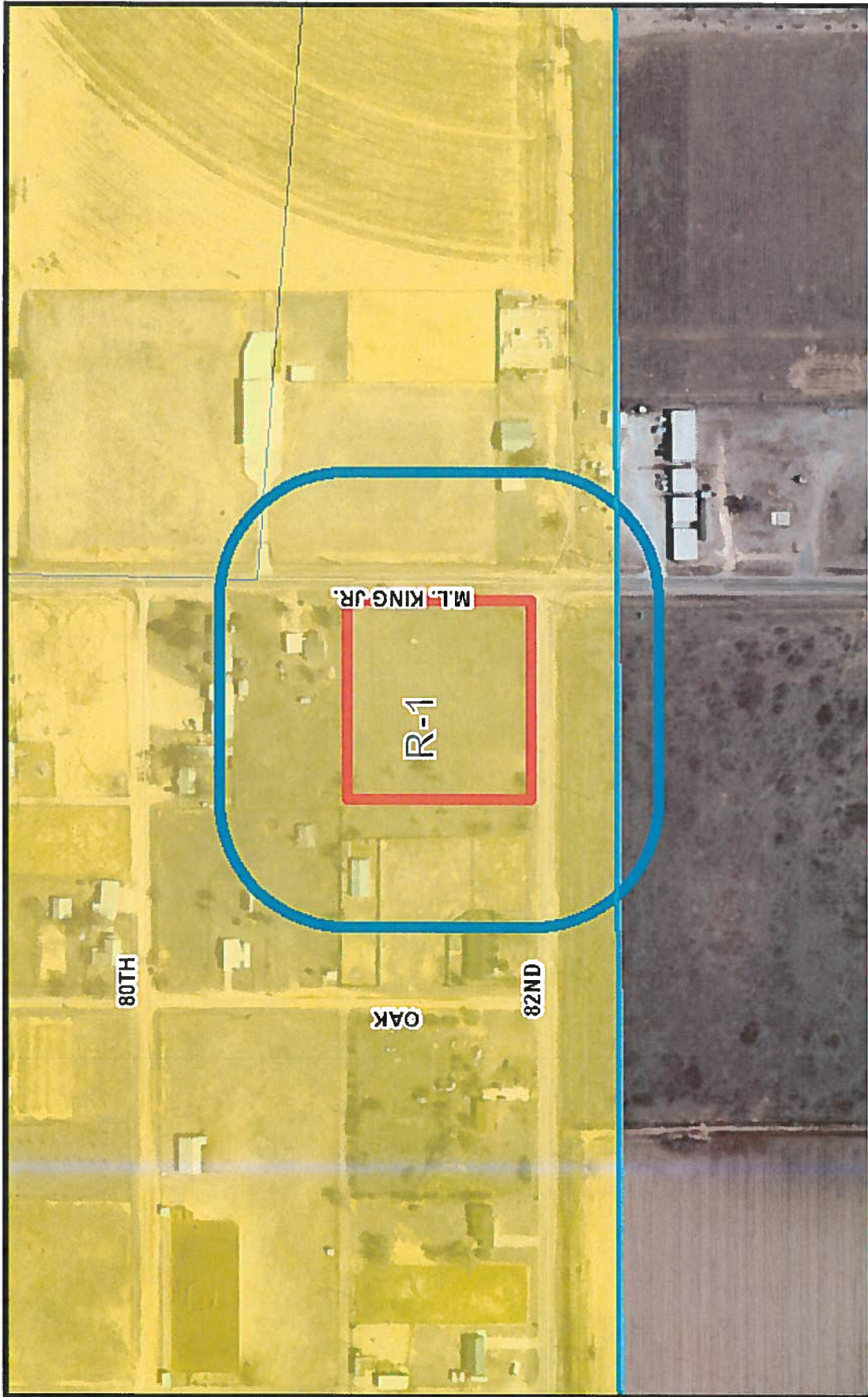
vw/CityAtt/Chad/Zones/ZC3124-A  
February 6, 2014





## **P.Z.C. Case 3124-A**

**Request of Genaro Garcia for a zoning change from R-1 to C-4 limited to an office warehouse and all unconditionally permitted C-3 uses, 8008 MLK Jr Boulevard**



## P.Z.C. Case 3124-A Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

Genaro Garcia

For

2617 80th

Street/Post Office Box

Lubbock, TX 79423

City State Zip

(806) 535-1554

Telephone

Street/Post Office Box

City State Zip

( )

Telephone

Location or Address:

8008 MLK

Legal Description:\*

Trigg heights Block 4 10F2

Existing Land Use:

Existing Zoning:

R1

Acreage or Square Footage of Property:

100650 FT

Zoning Requested:

C-4 Limited office warehouse and all UN conditionally permitted C-3 uses

Proposed Development:

Electrical office / warehouse

If property is not subdivided, will preliminary plat be submitted?

Yes

No

Applicant's Signature

Date

Filing Fee:

478.00 pd OK # 10264
(\$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: 63457

map 18

Zone Case No.:

3124-A

Agenda No.:

Request for zoning change from:

R1

To:

C-4 limited to a contractor warehouse office & all unconditionally permitted C-3 uses

on Lot(s):

2

Block(s):

4

Subdivision:

Trigg heights

Address:

8008 MLK Blvd

Handwritten mark



City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3124-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED  
FEB 06 REC'D  
PLANNING DEPARTMENT

Print Name ~~Ben~~ Liria Rivera - spouse  
Signature: Liria Rivera  
Address: 8120 MLK BLVD, Lubbock, TX 79404  
Address of Property Owned: 8120 MLK BLVD Lubbock, TX 79404

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3124-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

FEB 04 REC'D

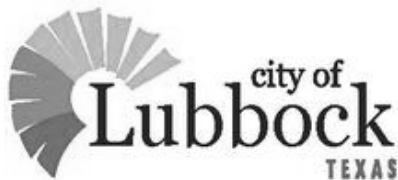
PLANNING DEPARTMENT

Print Name LEROY BUSBY

Signature: Leroy Busby

Address: 3003-67

Address of Property Owned: 80 MLK



**Regular City Council Meeting**

**5. 25.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-00024, a request for Zone Case 3223, a request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2 on 20.2 acres of unplatted land out of Block D-6, Section 2, East of Inler Street and North of 11th Street.

**Item Summary**

Zoning Request:

Proposed Land Use:

The proposed land use is for a rezone from R-1 to A-2 for apartments.

Adjacent Land Uses:

N – single family residential - zoned R-1

S – park/model airplane park - zoned R-1

E – vacant land - zoned R-1

W – Willow Bend - zoned R-1 Specific Use for Single Family Residences

Planning and Zoning Commission (P&Z) Public Hearing Notes from February 6, 2014:

Although this request does not meet the Comprehensive Land Use Plan, this area is in need of redevelopment. After the development of Willow Bend ceased and has not restarted, the area could benefit from redevelopment adjacent to it.

Since there is existing residential to the north, the proponent would be required to provide a screening fence. Staff is recommending that the screening fence be waived to the east and south.

Effects on the adjacent street and thoroughfare system:

None. Inler is a two-lane strip paved road designated to be a thoroughfare capable of handling the traffic flow for an apartment complex and is currently TxDOT jurisdiction.

There is a long range plan for seven lanes, possibly five, but no immediate plans.

Impact on the Comprehensive Land Use Plan (CLUP):

The request would be a minor change to the Comprehensive Land Use Plan, but consistent with its intent.

P&Z Commission Recommendation:

The P&Z recommended the request with a vote of 8-0, with the following condition:

1. Screening fence to the West(front) property line is not required

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager  
P&Z Commission

---

**Attachments**

Ordinance - Zone Case 3223

Zone Case 3223.pdf

Zone Case - 3223 - Letter to Neighbors - Hugo Reed

---

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. 3223**; A ZONING CHANGE FROM T TO A-2 ZONING DISTRICT ON **20.2 ACRES OF UNPLATTED LAND OUT OF BLOCK D-6, SECTION 2**, 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. 3223**

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 A-2 zoning district on **20.2 acres of unplatted land out of Block D-6, Section 2**, City of Lubbock, Lubbock County, Texas, located at **East of Inler Street and North of 11<sup>th</sup> Street**, subject to conditions and being further described as follows:

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

- 1. THAT a screening fence along the west property line (front) is not required.**

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

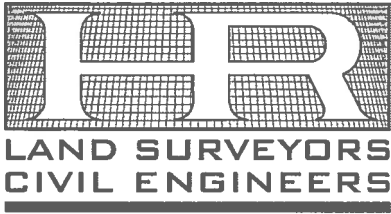
APPROVED AS TO FORM:



---

Chad Weaver  
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3223  
February 6, 2014



**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 a 20.2 acre tract of land located in Section 2, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way (r-o-w) line of Inler Avenue, which bears S. 89°58'34" E. a distance of 40.0 feet from the Southwest corner of the Northwest quarter of Section 2, Block D-6, Lubbock County, Texas;

THENCE N. 00°06'00" W., along said East r-o-w line an approximate distance of 1314 feet to a point;

THENCE S. 89°58'27" E. an approximate distance of 670 feet to a point;

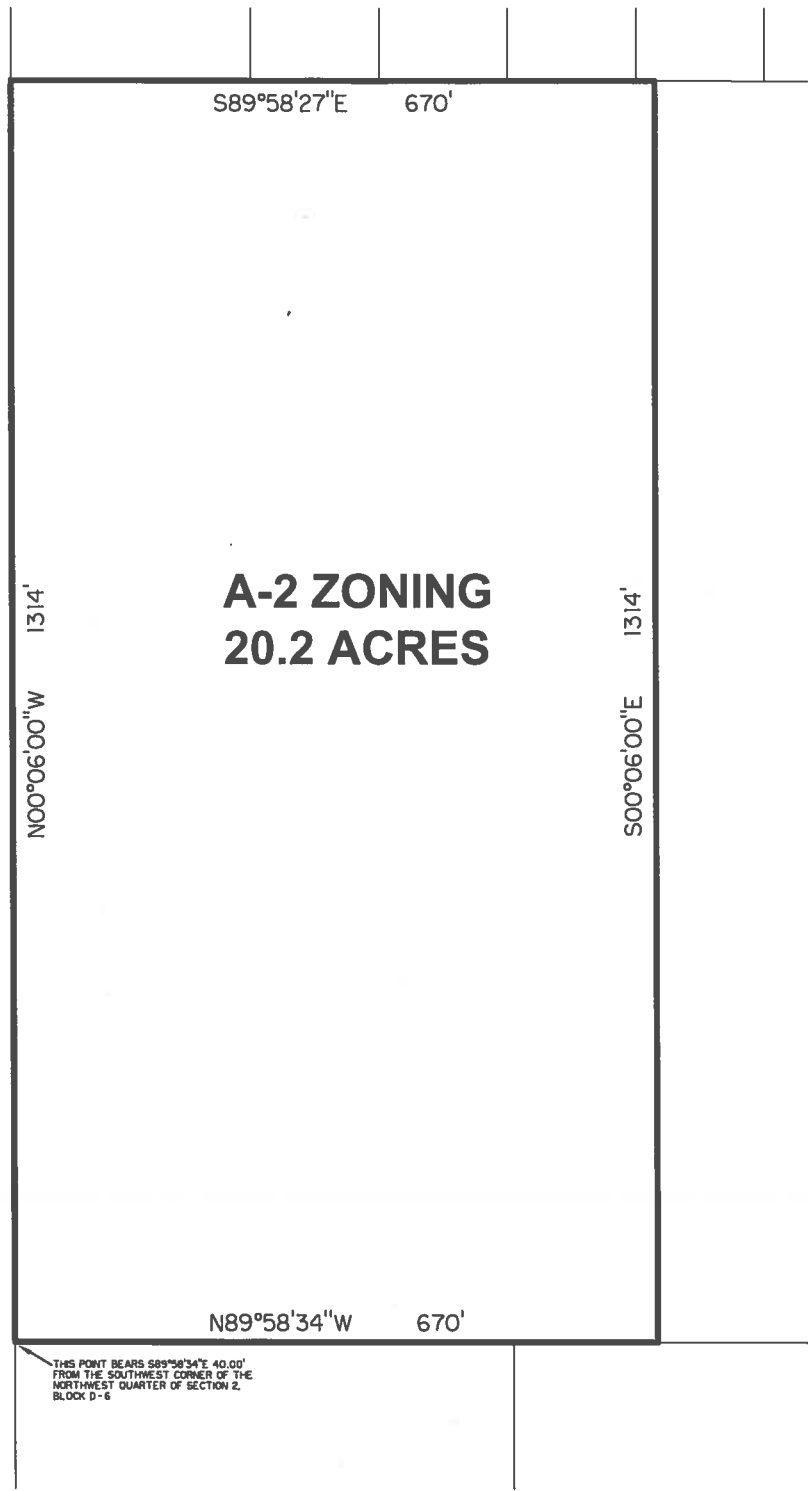
THENCE S. 00°06'00" E. an approximate distance of 1314 feet to a point;

THENCE N. 89°58'34" W. an approximate distance of 670 feet to the Point of Beginning.

Contains: Approximately 20.2 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

# PROPOSED A-2 ZONING LOCATED IN SECTION 2, BLOCK D-6



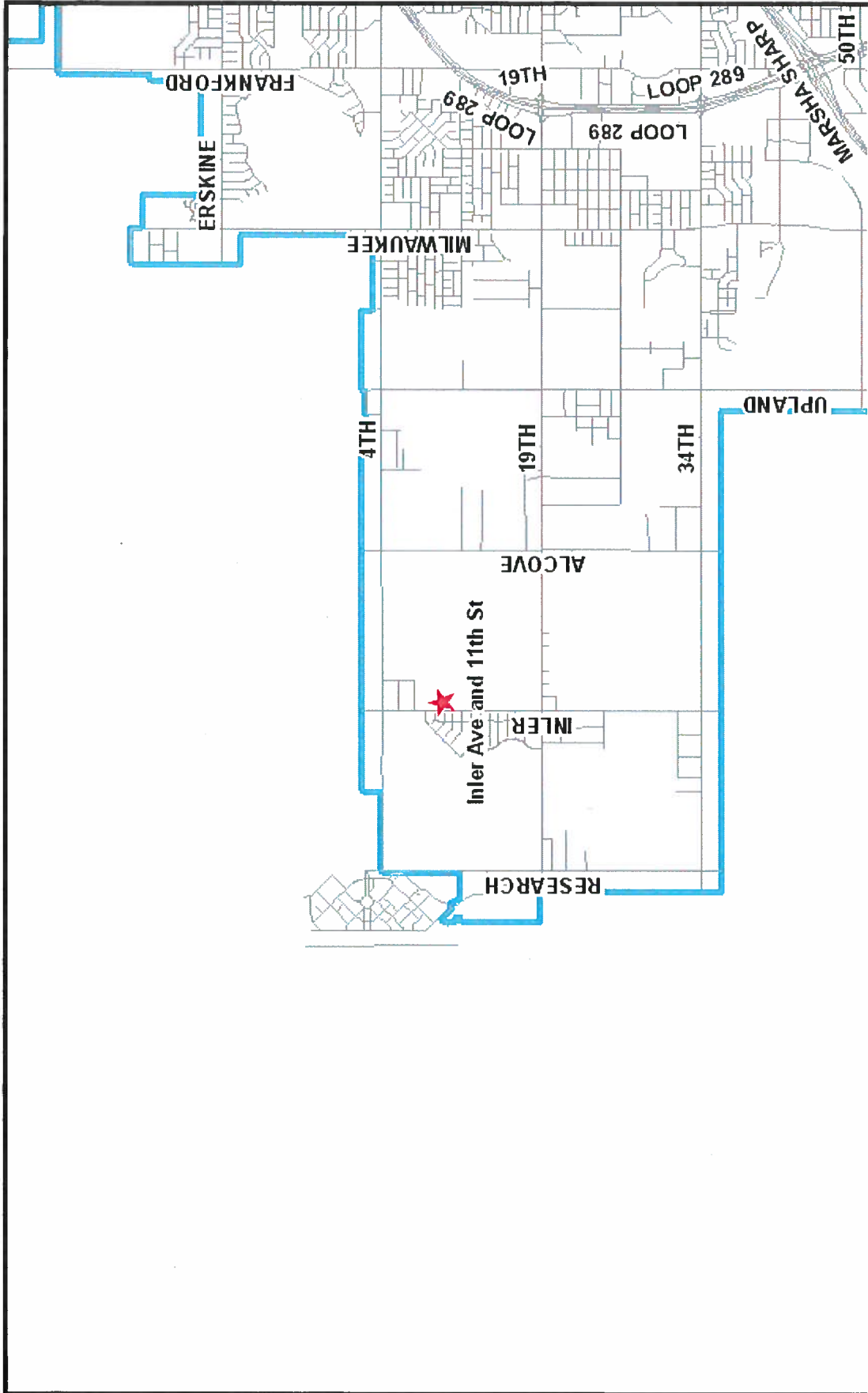
SCALE 1:200

**HR HUGO REED  
AND ASSOCIATES, INC.**

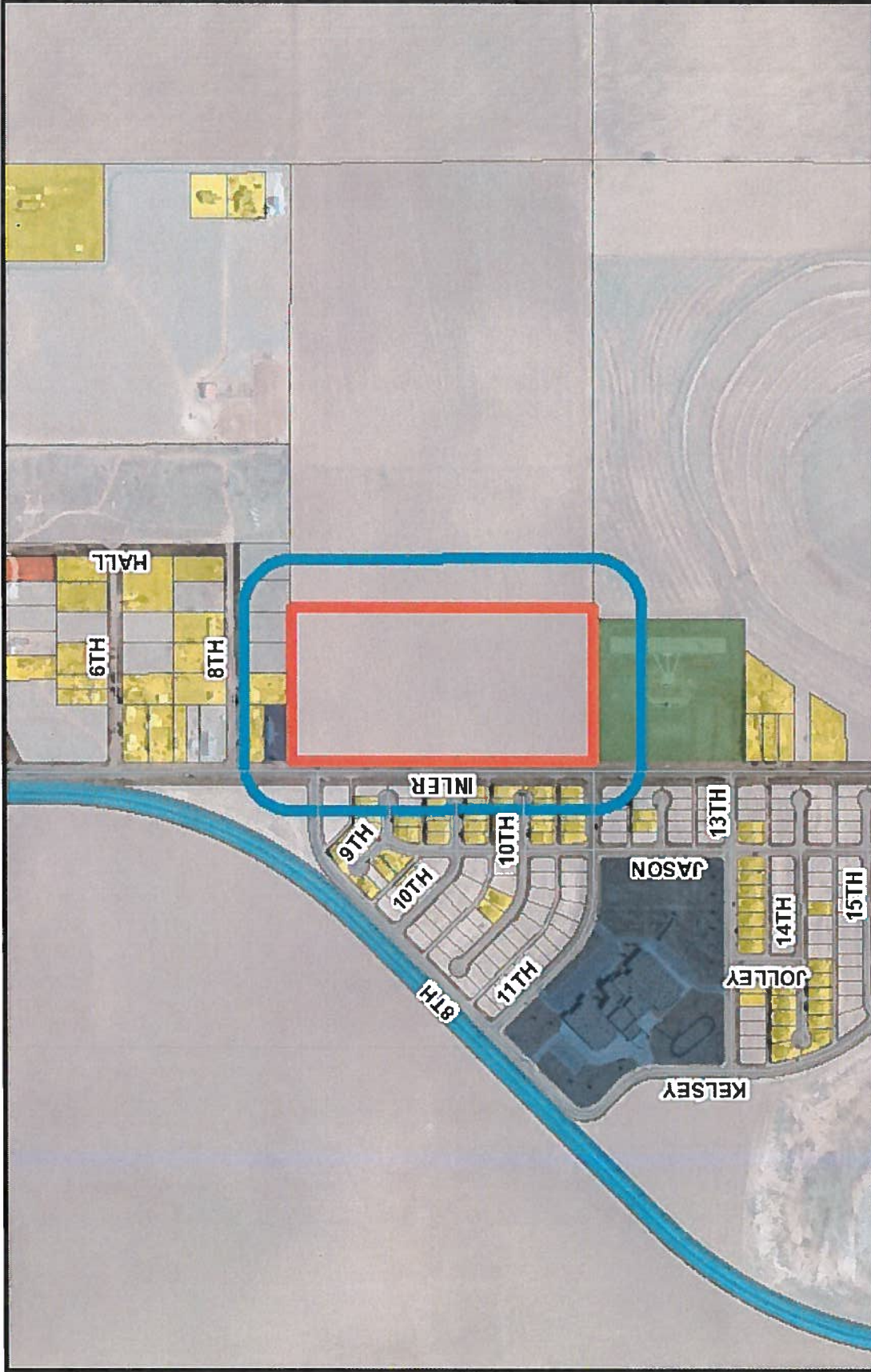
LAND SURVEYORS  
CIVIL ENGINEERS

1601 AVENUE N  
LUBBOCK, TEXAS 79401  
PHONE: 806 / 783-5642  
FAX: 806 / 783-3891

TEXAS LICENSED SURVEYING FIRM 100878-00  
TEXAS REGISTERED ENGINEERING FIRM F-700

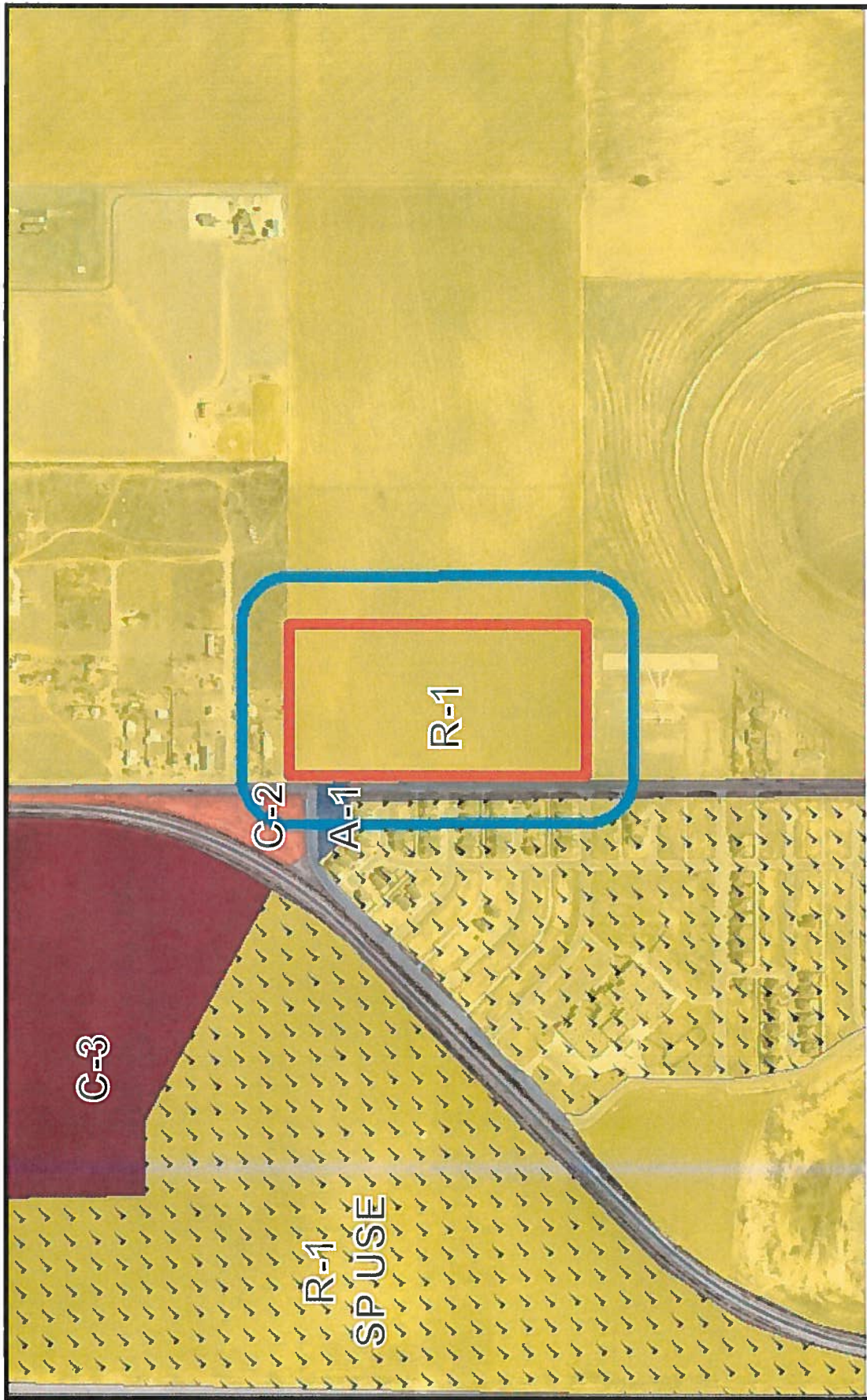


# P.Z.C. Case 3223



## P.Z.C. Case 3223

Request of Hugo Reed and Associates, Inc. (for Huff 80, Ltd.) for a zoning change from T to A-2, East of Inler Street and North of 11<sup>th</sup> Street



## P.Z.C. Case 3223 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 Huff 80, Ltd.
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas, Texas 75248
City State Zip
214-850-8838
Telephone

Location or Address: Inler and 11th Street

Legal Description\*: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: T

Acreage or Square Footage of Property: 20.2 acres

Zoning Requested: A-2

Proposed Development: Unspecified

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

Terry Holman (Signature)

Applicant's Signature

January 13, 2014

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: \$535 (Ford Development #3589)
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for non-profit)

cd: 3589 For City Use Only
Zone Case No.: 3223

mtb map 77

Request for zoning change from: R-1

Agenda No.: To: A2

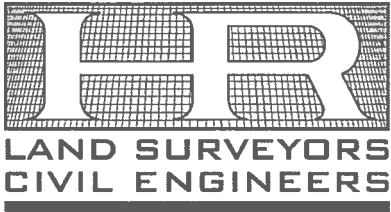
20.2 acres of unplatted land out of block D-6 section 2

on Lot(s):

Block(s):

Subdivision: 284

Address: Inler Ave and 11th St
East of Inler and North of 11th Street.



# 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 a 20.2 acre tract of land located in Section 2, Block D-6, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the East right-of-way (r-o-w) line of Inler Avenue, which bears S. 89°58'34" E. a distance of 40.0 feet from the Southwest corner of the Northwest quarter of Section 2, Block D-6, Lubbock County, Texas;

THENCE N. 00°06'00" W., along said East r-o-w line an approximate distance of 1314 feet to a point;

THENCE S. 89°58'27" E. an approximate distance of 670 feet to a point;

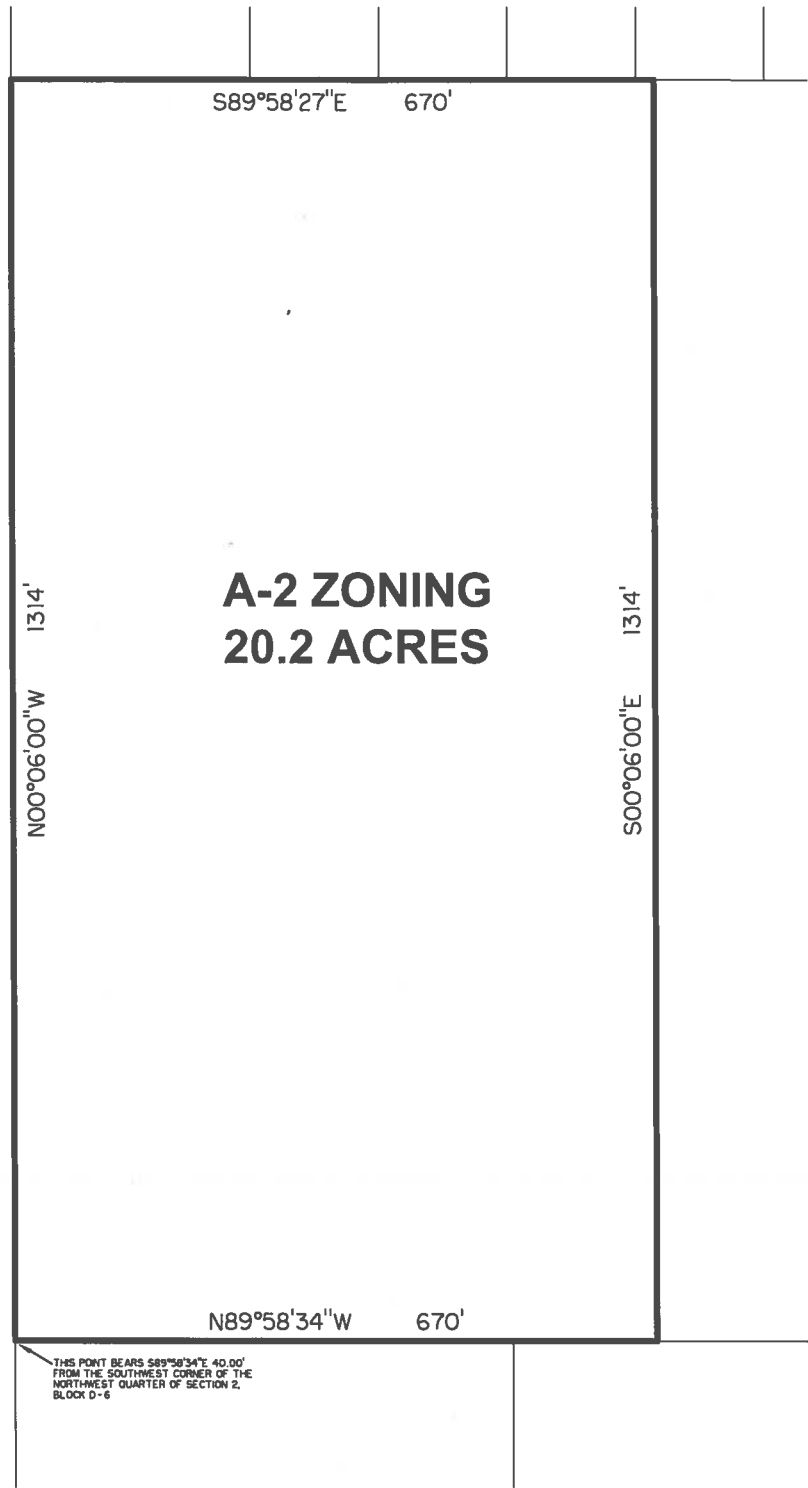
THENCE S. 00°06'00" E. an approximate distance of 1314 feet to a point;

THENCE N. 89°58'34" W. an approximate distance of 670 feet to the Point of Beginning.

Contains: Approximately 20.2 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

# PROPOSED A-2 ZONING LOCATED IN SECTION 2, BLOCK D-6

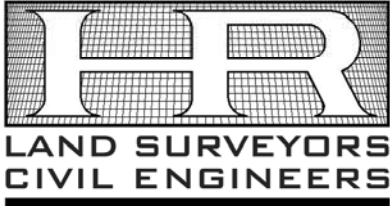


**A-2 ZONING  
20.2 ACRES**

THIS POINT BEARS S89°50'34\"/>



**HR HUGO REED AND ASSOCIATES, INC.**  
 LAND SURVEYORS 1601 AVENUE N  
 CIVIL ENGINEERS LUBBOCK, TEXAS 79401  
 TEXAS LICENSED SURVEYING FIRM 100678-00 PHONE: 806 / 763-5642  
 TEXAS REGISTERED ENGINEERING FIRM F-760 FAX: 806 / 763-3681



**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

March 5, 2014

To: All Property Owners near requested City of Lubbock Zone Case No. 3223

Re: Zone Case No. 3223 - additional condition added

Dear Property Owner:

Please refer to Exhibit "A" included with this letter. Hugo Reed and Associates, Inc. represents Huff 80, Ltd. and Ford Development Corporation regarding the illustrated property. The exhibit illustrates the property Huff 80 has requested to be rezoned to "A-2" which is the zoning for apartments and churches. At this time, there is no specific project on the drawing board and we are only requesting this zoning so we can market the properties to potential apartment developers or churches.

On February 6, 2014, our zone case was heard at Planning and Zoning Commission (PZC). A few of you were at that meeting. During the PZC hearing, we discussed screening fences and it was agreed that standard screening fences would be required along the north, east and south boundary lines. No screening fence would be required along Inler Avenue since that would detract from the aesthetics of the project along a major thoroughfare. PZC voted in favor of the request and forwarded it to the City Council for approval as per standard practice.

Shortly after PZC, I made a request to the City Planning Department to also allow up to two driveways along future 11th Street which would require openings in the required screening fence along the south side of the property. City planning staff agreed this made sense because 11th Street will eventually be a collector (higher traffic) street and it would be an appropriate place for secondary vehicular access to this property.

Since the driveway request was not included in the ordinance which was to be voted on, I raised that request while presenting the case at the City Council hearing on February 27th. During that meeting, Council members voted in favor of our request and asked if I could notify the neighboring property owners of my requested additional condition to this zone case.

**So by this letter, I am notifying you of our one requested additional condition to this case which is for the allowance of two driveway openings along future 11th Street on the south side of the area to be rezoned.**

The final vote for our requested zoning is scheduled for the next City Council hearing on **March 13, 2014**. If you have any questions about this notice or our request, please contact me at the number below or Drew Paxton in the City of Lubbock Planning Department at 806-775-3029.

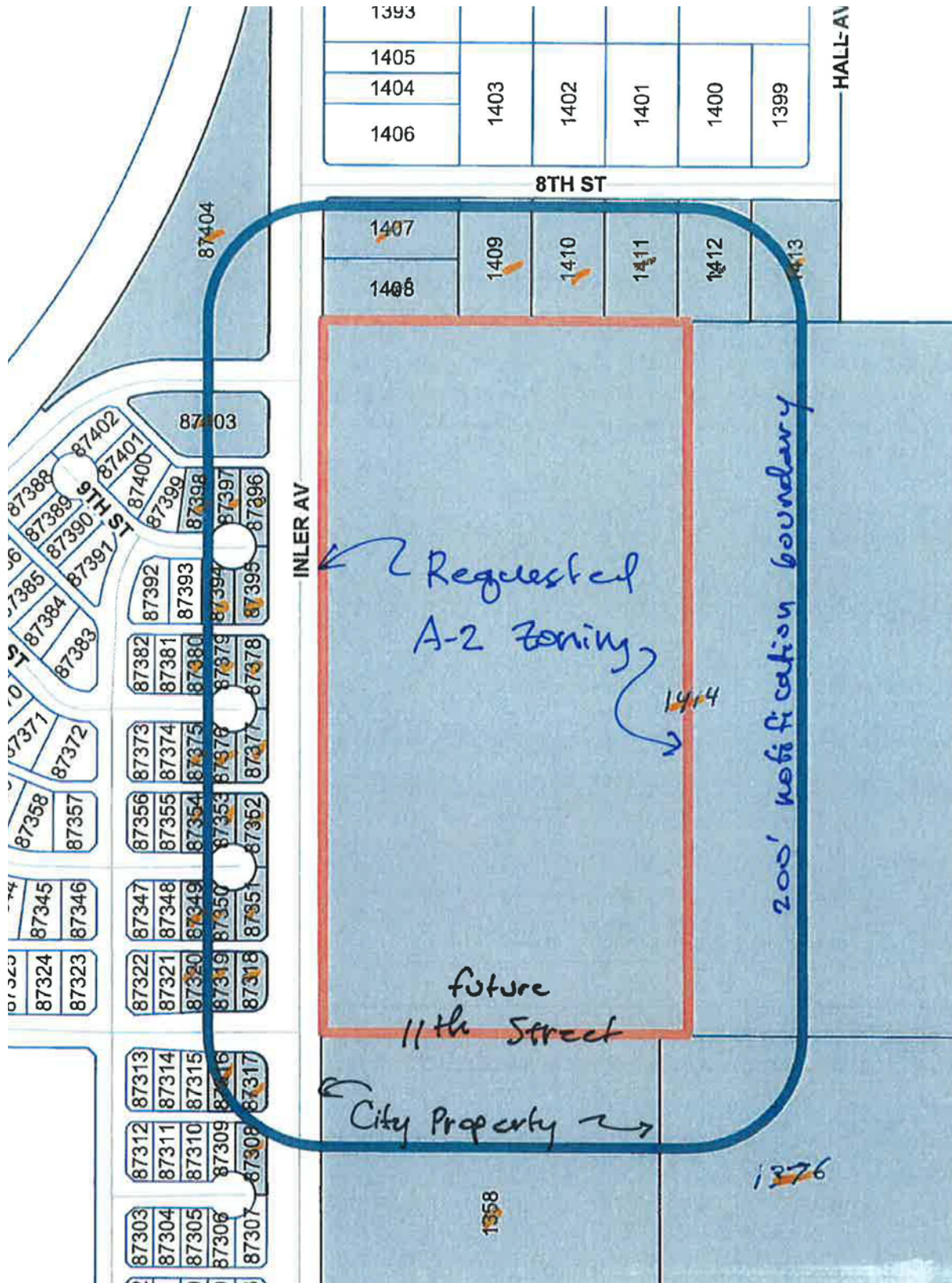
Sincerely,

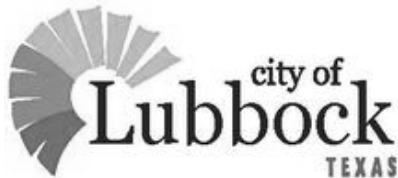
---

Terry Holeman  
Director of Development Services  
806-763-5642

Cc: Drew Paxton, City of Lubbock Director of Planning

EXHIBIT "A"





**Regular City Council Meeting**

**5. 26.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 1st Reading - City Secretary:** Consider an Ordinance amending the 2014 Regular Municipal Election Order of the City of Lubbock with regard to polling places, appointing election judges, establishing hours for voting and providing early voting as set forth in the Election Order exhibits; directing the City Secretary to make any necessary changes to the election order exhibits as may be necessary to carry out the purposes of the Election Order.

**Item Summary**

The change to Exhibit A, now Exhibit A1, is an address correction to Bacon Heights Baptist Church, a Vote Center location. The changes to Exhibit B, now Exhibit B1, under the Temporary Branch Early Voting Locations, are: 1) Deletion of Lubbock Manor - this location is no longer a nursing/assisted living retirement center; 2) Additions of three Temporary Branch Early Voting Mobile Locations in Slaton Texas (Slaton High School; Cathelene Thomas Elementary School; and Slaton Junior High School). Slaton ISD made the decision to hold a Special Bond Election. They asked for 3 mobile voting units to take care of voters in the High School, Junior High and Elementary. Slaton ISD will incur all costs associated with these 3 extra evenings of voting in Slaton.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Rebecca Garza, City Secretary

---

**Attachments**

Ordinance -Election Amendment

---

ORDINANCE NO.

AN ORDINANCE AMENDING THE 2014 REGULAR MUNICIPAL ELECTION ORDER OF THE CITY OF LUBBOCK WITH REGARD TO POLLING PLACES, APPOINTING ELECTION JUDGES, ESTABLISHING HOURS FOR VOTING AND PROVIDING EARLY VOTING AS SET FORTH IN THE ELECTION ORDER EXHIBITS; DIRECTING THE CITY SECRETARY TO MAKE ANY NECESSARY CHANGES TO THE ELECTION ORDER EXHIBITS AS MAY BE NECESSARY TO CARRY OUT THE PURPOSES OF THE ELECTION ORDER; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on January 23, 2014 and February 13, 2014, the City Council of the City of Lubbock passed an ordinance ordering the Regular City Election for the election of municipal officers to be held on **May 10, 2014** (the "Election Order"), pursuant to the Texas Election Code, the Lubbock City Charter and City ordinances;

WHEREAS, the City Council finds that an amendment to Election Order as to the the designation of the polling places, as set forth in Exhibit A"of the Election Order, is necessary to effectuate the **May 10, 2014** general election; and

WHEREAS, THE City Council finds that it is in the best interest of the citizens of the City of Lubbock to authorize the City Secretary to make any future changes to the exhibits of the Election Order as deemed necessary in order to carry out the terms of the Election Order and this Ordinance; NOW THEREFORE:

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

SECTION 1. the **Exhibit A** and **Exhibit B** of the Election Order is hereby substituted and replaced with **Exhibit A-1** and **Exhibit B-1** that are attached hereto.

SECTION 2. THAT any references to **Exhibit A** and **Exhibit B** within the Election Order be hereby replaced with **Exhibit A-1** and **Exhibit B-1**.

SECTION 3. THAT the City Secretary is hereby authorized and directed to make any further necessary changes to the Election Order exhibits as may be necessary to carry out the purposes of the Election Order and this Ordinance.

SECTION 4. THAT except as otherwise amended herein, the remainder of the Election Order shall remain in full force and effect.

SECTION 5. THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

SECTION 6. THAT this Ordinance shall become effective upon final passage by the City Council of the City of Lubbock.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this \_\_\_\_\_, 2014.

Passed by the City Council on second reading this \_\_\_\_\_, 2014.

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

ATTEST:

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

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Amy L. Sims, Assistant City Attorney

as/Election Ord May 2014-Amend  
3.5.14

Exhibit A1 (*Anexo A1*)

**Lubbock County Cities and Schools General and Special Elections**  
(*Elecciones General y Especial de Ciudades y Escuelas para el Condado de Lubbock*)

**Vote Centers, Election Judges and Alternate Judges**

(*Ubicaciones de Centros de Votación, Jueces, y Suplentes*)

**Election Day, May 10, 2014**

(*Día de las elecciones, 10 de mayo de 2014*)

**\*\*\*American Sign Language Interpreters available**

**\*\*\*Intérpretes de Lengua de Signos disponible**

Abernathy City Hall, 811 Avenue D, Abernathy ( <i>Oficina Municipal de Abernathy—811 avenida D, Abernathy</i> )	Judge ( <i>Juez</i> ), Rita Prieto Alternate Judge ( <i>Suplente</i> ), Manuel Prieto
Bacon Heights Baptist Church – 5110 54th St ( <i>Iglesia Bautista Bacon Heights—5110 calle 54</i> )	Judge ( <i>Juez</i> ), Keith Hewett Alternate Judge ( <i>Suplente</i> ), Angie Jenkins
Broadview Baptist Church— 1302 N Frankford Ave ( <i>Iglesia Bautista Broadview--1302 avenida Frankford al Norte</i> )	Judge ( <i>Juez</i> ), Keith Gast Alternate Judge ( <i>Suplente</i> ), Ralph Loerwald
Byron Martin ATC - 3201 Avenue Q *** ( <i>Byron Martin ATC-3201 avenida Q</i> )***)	Judge ( <i>Juez</i> ), Rosemary Treviño Alternate Judge ( <i>Suplente</i> ), Francisca Gómez
Calvary Baptist Church - 5301 82 <sup>nd</sup> St*** ( <i>Iglesia Bautista Calvario—5301 calle 82</i> )***)	Judge ( <i>Juez</i> ), Nicky Anderson Alternate Judge ( <i>Suplente</i> ), Mona Mojica
Casey Administration Building-501 7 <sup>th</sup> St, Wolfforth ( <i>Edificio de Administración Casey – 501 calle 7, Wolfforth</i> )	Judge ( <i>Juez</i> ), Lynn Acton Alternate Judge ( <i>Suplente</i> ), Isabell Gonzales
Catholic Diocese of Lubbock-4620 4 <sup>th</sup> St ( <i>Diócesis Católica de Lubbock--4620 calle 4</i> )	Judge ( <i>Juez</i> ), (Linda) Kay Landress Alternate Judge ( <i>Suplente</i> ), Karen Favars
Cavazos Middle School- 210 N University Ave ( <i>Escuela Secundaria Menor Cavazos-- 210 avenida Universidad</i> )	Judge ( <i>Juez</i> ), Ramón Hernández Alternate Judge ( <i>Suplente</i> ), Frances Autry
Celebration Christian Center-8001 Upland Ave ( <i>Celebration Christian Center --8001 avenida Upland</i> )	Judge ( <i>Juez</i> ), Kandi Taylor Alternate Judge ( <i>Suplente</i> ), Johnny Franklin

Church on the Rock-10503 Slide Rd <i>(Church on the Rock—10503 carretera Slide)</i>	Judge <i>(Juez)</i> , John Paduch Alternate Judge (Suplente), Carol Newsom
Elks Lodge No 1348 - 3409 Milwaukee Ave <i>(Elks Lodge No. 1348--3409 avenida Milwaukee)</i>	Judge <i>(Juez)</i> , Dawna Gilbert Alternate Judge (Suplente), Louisa Lara
First Assembly of God Church-3801 98 <sup>th</sup> St <i>(Iglesia Primera Asamblea de Dios—3801 calle 98)</i>	Judge <i>(Juez)</i> , Sue Ball Alternate Judge (Suplente), James Ball
Godeke Branch Library- 6707 Slide Rd <i>(Biblioteca Godeke—6707 carretera Slide)</i>	Judge <i>(Juez)</i> , Kim Sanders Alternate Judge (Suplente), Sue Weninger
Green Lawn Church of Christ-5701 19 <sup>th</sup> St <i>(Iglesia de Cristo Green Lawn--5701 calle 19)</i>	Judge <i>(Juez)</i> , Jennifer Davis Alternate Judge (Suplente), Patsy Anderson
Harwell Elementary School-4101 Avenue D <i>(Escuela Primaria Harwell—4101 avenida D)</i>	Judge <i>(Juez)</i> , Janie Martinez Alternate Judge (Suplente), Pat Kidd
Home Depot-2615 50 <sup>th</sup> St <i>(Home Depot—2615 calle 50)</i>	Judge <i>(Juez)</i> , Paul Matsler Alternate Judge (Suplente), Bryan Dunn
Idalou Clubhouse- 202 W 7 <sup>th</sup> St, Idalou <i>(Centro Social de Idalou--202 calle 7 al Oeste, Idalou)</i>	Judge <i>(Juez)</i> , Connie Gutiérrez Alternate Judge (Suplente), Diann Grayson
Lubbock-Cooper Performing Arts Center (PAC) <i>(Centro de Artes Escénicas de Lubbock-Cooper- PAC)</i> Woodrow Road & Hwy 87, West of Lubbock Cooper H.S. <i>(Calle Woodrow y Carretera 87, al Oeste de la Escuela Secundaria de Lubbock-Cooper)</i>	Judge <i>(Juez)</i> , Leslie Arcisz Alternate Judge (Suplente), Jessie Rangel
Lubbock-Cooper North Elementary-3202 108 <sup>th</sup> St <i>(Escuela Primaria Lubbock-Cooper North, 3202 calle 108)</i>	Judge <i>(Juez)</i> , Jill Henry Alternate Judge (Suplente), Larry Henry
Lubbock-Cooper West Elementary-10101 Fulton Ave <i>(Escuela Primaria Lubbock-Cooper West, 10101 avenida Fulton)</i>	Judge <i>(Juez)</i> , Debbie Rowan Alternate Judge (Suplente), Amanda Cargile
Mae Simmons Community Center -2004 Oak Ave <i>(Central Social Mae Simmons--2004 avenida Oak)</i>	Judge <i>(Juez)</i> , Earnestine Frazer Alternate Judge (Suplente), Julia Soccio
Mt. Vernon United Methodist Church-2304 Cedar Ave <i>(Iglesia Metodista Unida Mount Vernon, 2304 avenida Cedar)</i>	Judge <i>(Juez)</i> , Sharon Kirkwood Alternate Judge (Suplente), Eva Jackson

New Deal ISD Admin-Office 401 S Auburn St, New Deal <i>(Oficinas Administrativas de Distrito Escolar Independiente de New Deal--401 calle Auburn al Sur, New Deal)</i>	Judge ( <i>Juez</i> ), (Starlie) Jan Denzer Alternate Judge (Suplente), Wyoma Burleson
Parsons Elementary-2811 58 <sup>th</sup> St <i>(Escuela Primaria Parsons—2811 calle 58)</i>	Judge ( <i>Juez</i> ), Mamie Hurt Alternate Judge (Suplente), Mary Fernandez
Patterson Library-1836 Parkway Ave <i>(Biblioteca Patterson—1836 avenida Parkway)</i>	Judge ( <i>Juez</i> ), Hallie Perkins Alternate Judge (Suplente), Minnie McCormick
Ramirez Charter School-702 Avenue T <i>(Escuela Primaria Ramirez--702 avenida T)</i>	Judge ( <i>Juez</i> ), Jean Jobe Alternate Judge (Suplente), Charles Kinman
Ransom Canyon City Hall-24 Lee Kitchens Dr, Ransom Canyon <i>(Oficina Municipal del Pueblo de Ransom Canyon 24 calle Lee Kitchens Dr, Ransom Canyon)</i>	Judge ( <i>Juez</i> ), Brooksye Ratliff Alternate Judge (Suplente), Rosary Phipps
Roberts Elementary-7901 Avenue P <i>(Escuela Primaria Roberts--7901 avenida P)</i>	Judge ( <i>Juez</i> ), Nancy Finger-Morales Alternate Judge (Suplente), Nancy Mayfield
Roosevelt Clubhouse-1400 CR 3300 <i>(Centro Social de Roosevelt--1400 CR 3300)</i>	Judge ( <i>Juez</i> ), Janie Westbrook Alternate Judge (Suplente), Joyce Dunn
Roscoe Wilson Elementary-2807 25 <sup>th</sup> St <i>(Escuela Primaria Roscoe Wilson--2807 calle 25)</i>	Judge ( <i>Juez</i> ), Gretchen Gurtler Alternate Judge (Suplente), Sandra Harper
Shallowater Community Center-902 Avenue H, Shallowater <i>(Centro Social de Shallowater- 902 avenida H, Shallowater)</i>	Judge ( <i>Juez</i> ), Ron Goulette Alternate Judge (Suplente), Dee Moralez
Slaton ISD Administration Office-140 E Panhandle, Slaton <i>(Oficinas Administrativas de Distrito Escolar Independiente de Slaton--140 calle Panhandle al Este, Slaton)</i>	Judge ( <i>Juez</i> ), Don Yelvington Alternate Judge (Suplente), Barbara Vara
Smylie Wilson Middle School-4402 31 <sup>st</sup> St <i>(Escuela Primaria Secundaria Menor—4402 calle 31)</i>	Judge ( <i>Juez</i> ), Betty Sullivan Alternate Judge (Suplente), Amelinda Sanchez
South Plains Church of Christ-6802 Elkhart Ave <i>(Iglesia de Cristo South Plains--6802 avenida Elkhart)</i>	Judge ( <i>Juez</i> ), Barry Donaldson Alternate Judge (Suplente), Patricia Jackson

St Joseph Catholic Church- 102 N Avenue P  
*(Iglesia Católica San José--102 avenida P al Norte)*

Judge (*Juez*), Alice Lozada  
Alternate Judge (Suplente), George Sulaica

Sunset Church of Christ, The Well-3651 34<sup>th</sup> St  
*(Iglesia de Cristo Sunset, The Well--3651 calle 34)*

Judge (*Juez*), Kevin Vander-Plas  
Alternate Judge (Suplente), Tess Trost

Sutherlands Lumber-3701 50th St  
*(Sutherlands Lumber--3701 calle 50)*

Judge (*Juez*), Neil Finley  
Alternate Judge (Suplente), Jack Booe

Terra Vista Middle School-1111 Upland Ave  
*(Escuela Primaria Secundaria Menor Terra Vista,  
1111 avenida Upland)*

Judge (*Juez*), Lupe Ysasaga  
Alternate Judge (Suplente), Alice Cadena

Wright Elementary-1302 Adrian St  
*(Escuela Primaria Wright—1302 calle Adrian)*

Judge (*Juez*), Sharon Randolph  
Alternate Judge (Suplente), Ron Reimann

**NOTICE OF EARLY VOTING**  
**(NOTACIÓN DE VOTACIÓN ADELANTADA)**

Early Voting by personal appearance for the May 10, 2014 Cities and Schools General and Special Elections be conducted at ALL EARLY POLLING LOCATIONS ON THE DATES, TIMES AND LOCATIONS LISTED BELOW:

*(Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas el día 10 del mes de mayo, 2014, serán conducidas en TODOS LOS CENTROS ELECTORALES EN LAS FECHAS, HORARIOS Y LOCALIDADES LISTADOS DEBAJO:)*

\*\*\*\*\*

**Early Voting Dates: April 28 – May 6, 2014**  
***(Fecha de Votación Adelantada: 28 de abril – 6 de mayo, 2014)***

**Main Polling Place: (Lugar principal de la votación)**

Lubbock County Elections Office <i>(Oficina de Elecciones del Condado de Lubbock)</i>	Dates: April 28 <sup>th</sup> – May 6 <sup>th</sup> , 8:00 a.m. – 8:00 p.m. <i>(Fecha: 28 de abril – 6 de mayo, 8:00 a.m. – 8:00 p.m.)</i>
Public Room <i>(Salón Público)</i>	<b>Except Sunday, May 4<sup>th</sup>, 1:00 p.m. – 6:00 p.m.</b>
1308 Crickets Ave <i>(1308 avenida crickets)</i>	<i>(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)</i>

\*\*\*\*\*

**United Supermarkets—Locations listed below:**

**Monday, April 28<sup>th</sup> – Tuesday, May 6<sup>th</sup> 8:00 A.M. – 8:00 P.M.**

*(lunes, 28 de abril – martes, 6 de mayo 8:00 A.M. – 8:00 P.M.)*

**Except Sunday, May 4<sup>th</sup> 1:00 P.M. – 6:00 P.M.**

*(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)*

2630 Parkway Dr	4425 19 <sup>th</sup> St (19 <sup>th</sup> & Quaker Ave) Market Street
112 North University Ave	2703 82 <sup>nd</sup> St (82 <sup>nd</sup> & Boston Ave)
401 Slide Road (4 <sup>th</sup> & Slide)	8010 Frankford Ave (82 <sup>nd</sup> & Frankford Ave)
1701 50 <sup>th</sup> St (50 <sup>th</sup> & Ave Q)	4205 98 <sup>th</sup> St (98 <sup>th</sup> & Quaker Ave) Market Street

---

**Texas Tech University**

**Student Recreation Center**

*(Universidad de Texas Tech)*

*(Centro de Recreación para Estudiantes)*

Texas Tech Campus

*(Campus de Texas Tech)*

Hartford Ave & Main St

*(Calles avenida Hartford y calle Main)*

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>

*Fecha: 28 de abril – 6 de mayo*

Hours: 8:00 A.M. – 8:00 P.M. *(horas)*

**EXCEPT SUNDAY, May 4<sup>th</sup>, 1:00 P.M. – 6:00 P.M**

*(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)*

---

**Slaton ISD Administration Office**

*(Oficina de Administración de las Escuelas de Slaton)*

140 E Panhandle *(140 calle Panhandle al Este)*

Slaton

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>

*Fecha: 28 de abril – 6 de mayo*

Hours: 8:00 A.M. – 8:00 P.M. *(horas)*

**EXCEPT SUNDAY, May 4<sup>th</sup>, 1:00 P.M. – 6:00 P.M**

*(A menos el domingo, 4 de mayo 1:00 p.m. – 6:00 p.m.)*

**City of Lubbock, First Floor**

(Oficina Municipal de la Ciudad de Lubbock)  
1625 13<sup>th</sup> St (1625 calle 13)

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

**Except for Tuesday's, April 29<sup>th</sup> & May 6<sup>th</sup>**

Hours: 8:00 a.m. – 8:00 p.m. (*horas*)

(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**Lubbock ISD Administration Office**

(Oficina de Administración del Distrito Escolar  
Independiente de Lubbock)  
1628 19<sup>th</sup> St (1628 calle 19)

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 4:30 P.M. (*horas*)

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**City of Abernathy**

(Oficina Municipal de la Ciudad de Abernathy)  
811 Avenue D (811 avenida D)  
Abernathy

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

**Except for Tuesday's, April 29<sup>th</sup> & May 6<sup>th</sup>**

Hours: 8:00 a.m. – 8:00 p.m. (*horas*)

(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**Idalou Clubhouse**

(Centro Social de Idalou)  
202 W 7<sup>th</sup> St (202 calle 7 al Oeste)  
Idalou

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**Shallowater Community Center**

(Centro Social de Shallowater)  
902 Avenue H (902 avenida H)  
Shallowater

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**Casey Administration Building**

(Edificio de Administración Casey)  
501 7<sup>th</sup> St (501 calle 7)  
Wolfforth

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>

(Fecha: 28 de abril – 6 de mayo)

Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**Lubbock-Cooper Performing Arts Center (PAC)** (Centro de Artes Escénicas de Lubbock-Cooper (PAC))  
Woodrow Rd & Hwy 87  
(Calle Woodrow y Carretera 87)

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>  
(Fecha: 28 de abril – 6 de mayo)  
Hours: 8:00 A.M. – 5:00 P.M. (*horas*)

---

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**Town of Ransom Canyon**  
(Oficina Municipal del Pueblo de Ransom Canyon)  
24 Lee Kitchens Dr, Ransom Canyon  
(24 calle Lee Kitchens Dr, Ransom Canyon)

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>  
(Fecha: 28 de abril – 6 de mayo)  
Hours: 8:00 A.M. – 5:00 P.M. (*horas*)  
**Except for Tuesday's, April 29<sup>th</sup> & May 6<sup>th</sup>**  
Hours: 8:00 a.m. – 8:00 p.m. (*horas*)  
(A menos los dos martes, 29 de abril y 6 de mayo 8:00 a.m. – 8:00 p.m.)

---

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**Roosevelt Clubhouse**  
(Centro Social Roosevelt)  
1400 CR 3300

Dates: April 28<sup>th</sup> – May 6<sup>th</sup>  
(Fecha: 28 de abril – 6 de mayo)  
Hours: 8:00 A.M. – 7:00 P.M. (*horas*)

---

**CLOSED SATURDAY & SUNDAY** (*Cerrado sábado y domingo*)

---

**TEMPORARY BRANCH EARLY VOTING LOCATIONS**  
**(CENTROS ELECTORALES TEMPORARIAS PARA VOTACIÓN ADELANTADA)**

Early Voting by personal appearance for the May 10, 2014 Cities and Schools General and Special Elections of Lubbock County, will be conducted at the following TEMPORARY BRANCH POLLING LOCATIONS ON THE DATES AND TIMES LISTED BELOW:

*(Votación Adelantada para las Elecciones General y Especial de Ciudades y Escuelas del Condado de Lubbock, del día 10 del mes de mayo, 2014, será conducida en los CENTROS ELECTORALES TEMPORARIAS EN LAS FECHAS, HORARIOS Y LOCALIDADES LISTADOS COMO SIGUEN:)*

**April 28, 2014 (28 de abril, 2014)**  
**MONDAY (lunes)**

Emeritus at Elmbrook Estates  
5301 66<sup>th</sup> St (5301 calle 66)  
**1:00 p.m. – 3:00 p.m.**

Slaton High School  
5105 N 20<sup>th</sup> St, Slaton (105 calle 20 al Norte, Slaton)  
**3:00 p.m. – 7:00 p.m.**

North Ridge Elementary School (*Escuela Primaria North Ridge*)  
6302 11<sup>th</sup> Pl (6302 calle 11 Place)  
**3:00 p.m. – 7:00 p.m.**

Frenship High School (*Escuela Secundaria Frenship*)  
902 N Dowden Rd, Wolfforth (902 Carretera Dowden al Norte, Wolfforth)  
**3:00 p.m. – 7:00 p.m.**

Lubbock-Cooper High School (*Escuela Secundaria Lubbock-Cooper*)  
16302 Loop 493  
**3:00 p.m. – 7:00 p.m.**

**April 29, 2014 (29 de abril, 2014)**  
**TUESDAY (martes)**

New Deal ISD Administration Office (*Oficina de Administrativa del*  
401 S Auburn St, New Deal (401 calle Auburn al Sur, New Deal)  
**9:00 a.m. – 4:00 p.m.**

Ventura Place  
3026 54<sup>th</sup> St (3026 calle 54)  
**2:00 p.m. -- 5:00 p.m.**

Westwind Elementary School (*Escuela Primaria Westwind*)  
6401 43<sup>rd</sup> St (6401calle 43)  
**3:00 p.m. – 7:00 p.m.**

Terra Vista Middle School (*Escuela Secundaria Menor Terra Vista*)  
1111 Upland Ave (1111 avenida Upland)  
**3:00 p.m. – 7:00 p.m.**

Laura Bush Middle School (*Escuela Secundaria Menor Laura Bush*)  
3425 118<sup>th</sup> St (*3425 118<sup>th</sup> St*)  
**3:00 p.m. – 7:00 p.m.**

Lubbock-Cooper South Elementary School  
(*Escuela Primaria Lubbock-Cooper South*)  
16302 Loop 493  
**3:00 p.m. – 7:00 p.m.**

**April 30, 2014** (*30 de abril, 2014*)  
**WEDNESDAY** (*miércoles*)

Lubbock Community Services for the Deaf (LCSD)  
2414 34<sup>th</sup> St (*2414 calle 34*)  
**10:00 a.m. -- 12:00 p.m.**

Oak Ridge Elementary School (*Escuela Primaria Oak Ridge*)  
6514 68<sup>th</sup> St (*6514 calle 68*)  
**3:00 p.m. – 7:00 p.m.**

Lubbock-Cooper Middle School  
(*Escuela Secundaria Menor Lubbock-Cooper*)  
16302 Loop 493  
**3:00 p.m. – 7:00 p.m.**

**May 1, 2014** (*1 de mayo, 2014*)  
**Thursday** (*jueves*)

Life/Run Center for Independent Living  
(*Life/Run Centro para Vivir Independiente*)  
8240 Boston Ave (*8240 avenida Boston*)  
**10:00 a.m. – 12:00 p.m.**

Cathelene Thomas Elementary School (*Escuela Primaria Cathelene Thomas*)  
615 W Lubbock St, Slaton (*615 calle Lubbock al Oeste, Slaton*)  
**3:00 p.m. – 7:00 p.m.**

Crestview Elementary School (*Escuela Primaria Crestview*)  
6020 81<sup>st</sup> St (*2010 calle 81*)  
**3:00 p.m. – 7:00 p.m.**

Frenship Middle School (*Escuela Secundaria Menor Frenship*)  
500 Main St, Wolfforth (*500 calle Main, Wolfforth*)  
**3:00 p.m. – 7:00 p.m.**

Lubbock-Cooper Central Elementary School  
(*Escuela Primaria Lubbock-Cooper Central*)  
4020 135<sup>th</sup> St (*4020 calle 35*)  
**3:00 p.m. – 7:00 p.m.**

**May 2, 2014** (*2 de mayo, 2014*)  
**FRIDAY** (*viernes*)

Covenant Medical Center – Lakeside  
Garden Room (Basement) (*Cuarto de Jardín – Sótano*)  
4000 24<sup>th</sup> St (*4004 calle 24*)  
**8:00 a.m. – 8:00 p.m.**

**May 3, 2014** (*3 de mayo, 2014*)  
**SATURDAY** (*sábado*)

Carillon Senior Living Campus  
1717 Norfolk Ave (*1717 avenida Norfolk*)  
**10:00 a.m. -- 4:00 p.m.**

**May 5, 2014** (*5 de mayo, 2014*)  
**MONDAY** (*lunes*)

University Medical Center (UMC)  
602 Indiana Ave (*602 avenida Indiana*)  
**8:00 a.m. -- 8:00 p.m.**

Slaton Junior High School (*Escuela Secundaria Menor Slaton*)  
300 W Jean St, Slaton (*300 calle Jean al Oeste, Slaton*)  
**3:00 p.m. – 7:00 p.m.**

Bennett Elementary School (*Escuela Primaria Bennett*)  
101 Donald Preston Dr (*101 calle Donald Preston Dr*)  
**3:00 p.m. – 7:00 p.m.**

Heritage Middle School (*Escuela Secundaria Menor Heritage*)  
6110 73<sup>rd</sup> St (*6110 calle 73*)  
**3:00 p.m. – 7:00 p.m.**

Lubbock-Cooper North Elementary School  
(*Escuela Primaria Lubbock-Cooper North*)  
3202 108<sup>th</sup> St (*3202 calle 108*)  
**3:00 p.m. – 7:00 p.m.**

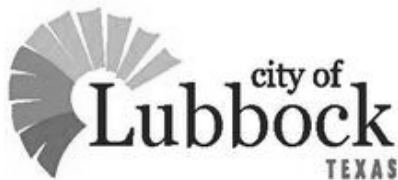
**May 6, 2014** (*6 de mayo, 2014*)  
**TUESDAY** (*martes*)

Covenant Medical Center – Lobby (*Vestíbulo*)  
3615 19<sup>th</sup> St (*3615 calle 19*)  
**8:00 a.m. -- 8:00 p.m.**

Willow Bend Elementary School (*Escuela Primaria Willow Bend*)  
8816 13<sup>th</sup> St (*8816 calle 13*)  
**3:00 p.m. – 7:00 p.m.**

Lubbock-Cooper West Elementary School  
(*Escuela Primaria Lubbock-Cooper West*)  
10101 Fulton Ave (*10101 avenida Fulton*)  
**3:00 p.m. – 7:00 p.m.**





**Regular City Council Meeting**

**6. 1.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to IHI on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard, and consider an ordinance.

**Item Summary**

Zoning Request:

Proposed Land Use:

The proposed land use is for R-1 to IHI for a steel and aluminum storage and cutting facility.

Adjacent Land Uses:

N – vacant land - zoned R-1

S – manufactured housing development - zoned R-1

E – vacant land - zoned R-1

W – Lubbock business park, DPS office and Verison call center - zoned IDP

Planning and Zoning Commission (P&Z) Public Hearing Notes from February 6, 2014:

The property was brought before the planning and zoning commission for an aluminium and steel fabrication plant.

Impact on the Comprehensive Land Use Plan (CLUP):

The request is consistent with the Comprehensive Land Use Plan.

P&Z Commission Recommendation:

The P&Z recommended the request with a vote of 8-0.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Quincy White, Assistant City Manager

P&Z Commission

---

**Attachments**

Ordinance - Zone Case 3117-A

Zone Case 3117-A

---

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

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3117-A**; A ZONING CHANGE FROM **R-1** TO **IHI** ZONING DISTRICT ON **31.76 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 8**, 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. 3117-A**

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **IHI** zoning district on **31.76 acres of unplatted land out of Block A, Section 8**, City of Lubbock, Lubbock County, Texas, located at **2712 North MLK JR Boulevard**.

**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/ZC3117-A  
February 6, 2014

Legal description of the land:

The South Half (S/2) of the North Half (N/2) of the Southwest Quarter (SW/4) of Section Eight (8), Block A, Certificate No. 397, original grantee, T.T. Ry. Company, Abstract No. 495, Lubbock County, Texas, SAVE AND EXCEPT the following two tracts of land:

Save and Except Tract 1: A 7.842 acre tract of land out of the South One-Half (S/2) of the North One-Half (N/2) of the Southwest Quarter (SW/4) of Section Eight (8), Block A, Abstract 1242, Lubbock County, Texas, described in Warranty Deed dated September 1, 1966, recorded in Volume 1101, Page 175, Deed Records of Lubbock County, Texas, and described by metes and bounds as follows:

BEGINNING at a nail set in the West line of Section 8, Block A, and in Quirt Avenue, a distance of 1320 feet North of the Southwest corner of Section 8, for the Southwest and beginning corner of this tract; whence a ½" iron pipe bears East 30 feet;

THENCE North 280 feet with the West line of Section 8, and along Quirt Avenue set nail for the Northwest

corner of this tract, whence a ¾" iron pipe bears East 30 feet;

THENCE East 1220 feet set ¾" iron pipe for the Northeast corner of this tract;

THENCE South 280 feet set ¾" iron pipe in the South line of the North One-Half of the Southwest One-Fourth of Section 8, for the Southeast corner of this tract;

THENCE West 1220 feet with the South line of the North One-Half of the Southwest One-Fourth of Section 8 to the place of beginning.

Save and Except Tract 2: A parcel of land containing 0.442 acres of land, more or less, out of a 40.00 acre tract in the South half of the North half of the Southwest one-quarter of Section 8, Block A, Lubbock County, Texas; said 40.00 acres was conveyed to Georgia Hefner by Raymond E. Hefner by Deed dated September 21, 1957 and recorded in Volume 670, Page 219, Deed Records, Lubbock County, Texas; said 0.442 acre tract is described in Warranty Deed dated September 10, 1976, recorded in Volume 1490, Page 805, Deed Records of Lubbock County, Texas, and is more particularly described by metes and bounds as follows:

BEGINNING at a point on the West boundary line of Section 8, Block A, said point is the Northwest corner of said 40.00 acre tract and bears South 88°4'29" East, a distance of 5,280.00 feet, thence South 1°54'42" West, a distance of 3,327.10 feet from the Southwest corner of Section 10, Block A; said point also being the common boundary line and the Southwest corner of a tract of land owned by Brazos, Inc.;

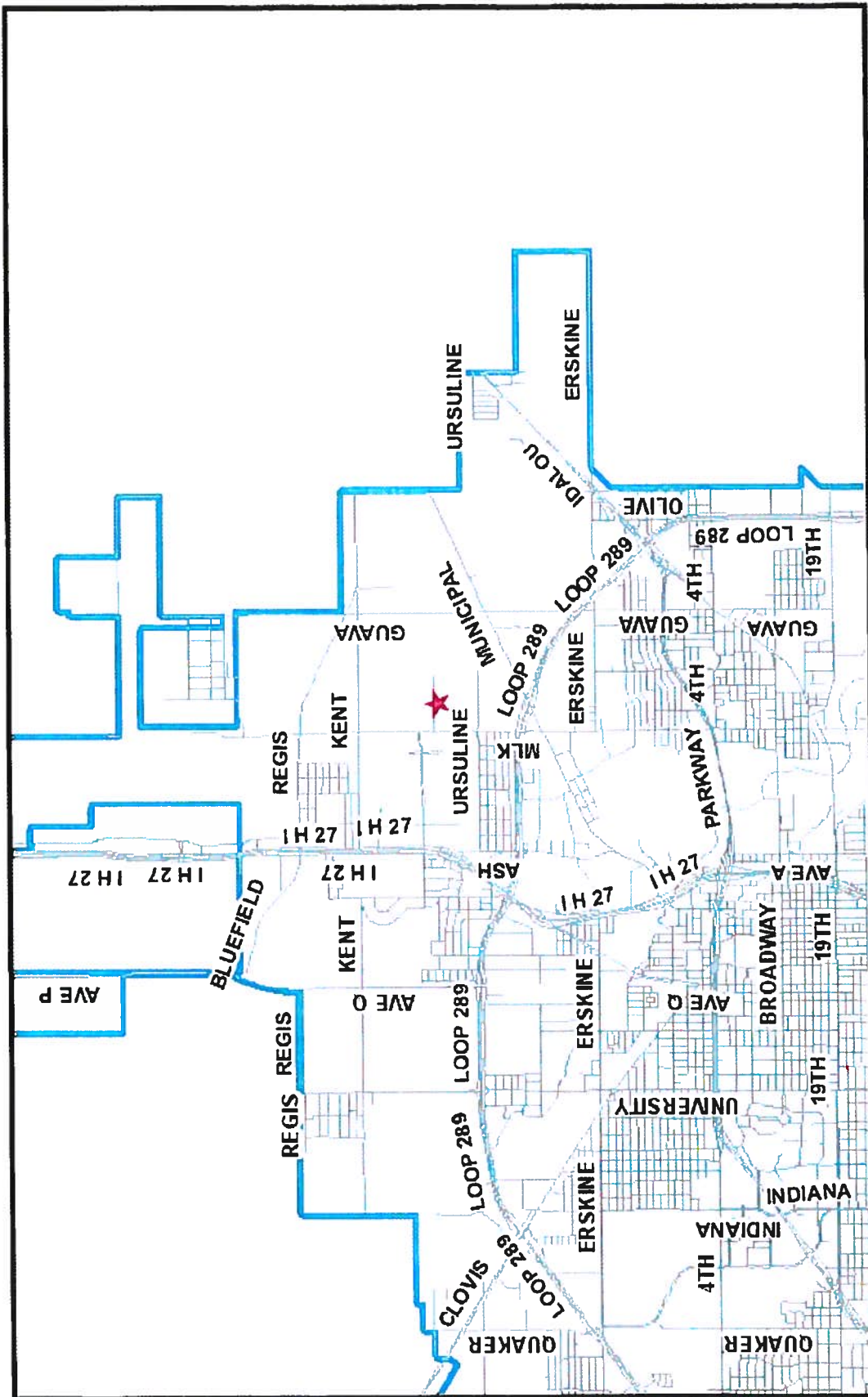
THENCE South 88°5'18" East, along the North property line of said 40.00 acre tract, a distance of 49.91 feet to a point;

THENCE South 1°54'42" West, a distance of 385.50 feet to a point on the South property line of said 40.00 acre tract, said South property line being the common boundary line with the American Bank of Commerce, Wolfforth, Texas;

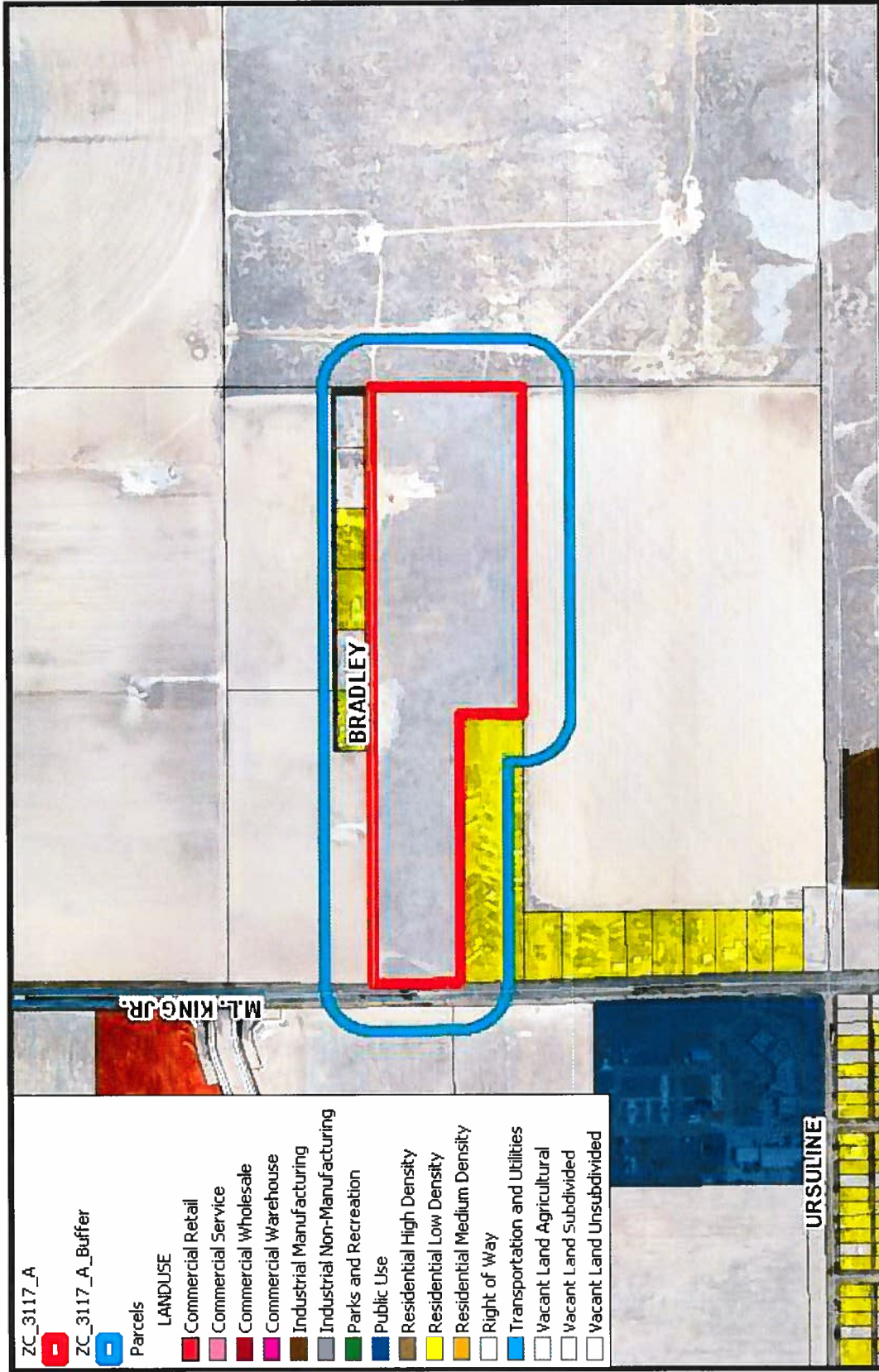
THENCE North 88°5'18" West, along the South property line of said 40.00 acre tract, a distance of 49.91 feet to a point on the West boundary line of Section 8, Block A;

THENCE North 1°54'42" East, along the West boundary line of Section 8, Block A, a distance of 385.50 feet to the Place of Beginning, containing 0.442 acre of which approximately 0.265 acre is in an existing road.

Note: The Company does not represent that the above square footage or acreage calculations are correct.

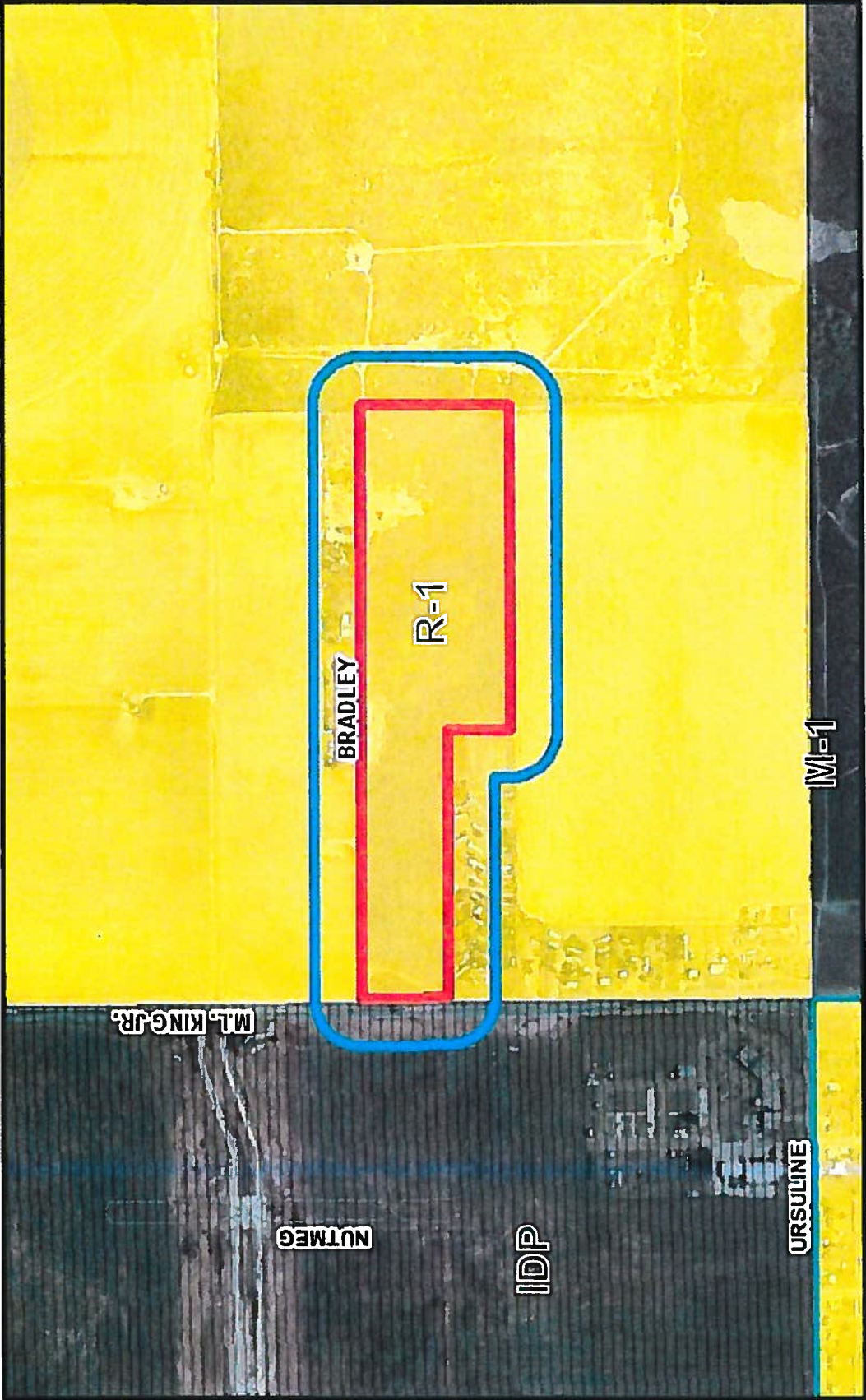


# P.Z.C. Case 3117-A



# P.Z.C. Case 3117-A

Request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to IHI, 2712 North MLK JR Boulevard



# P.Z.C. Case 3117-A Zoning



**APPLICATION FOR ZONE CHANGE**

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

**Applicant** Morris Rubenstein  
(Please Print) 11524 County Rd 128 W  
Street/Post Office Box  
Midland TX 79711  
City State Zip  
(432) 563-5051  
Telephone

**For** Marco Steel and Aluminum, Inc.  
5618 N. David Ave.  
Street/Post Office Box  
Lubbock TX 79403  
City State Zip  
(806) 749-5051  
Telephone

**Location or Address:** N MLK BLVD  
**Legal Description:\*** BLK A SEC 8 AB 945 TR D1 ACS: 31.76  
**Existing Land Use:** Vacant Land **Existing Zoning:** R1  
**Acreege or Square Footage of Property:** 31.76 AC  
**Zoning Requested:** M-2

**Proposed Development:** Metal service center, we have existing lease on 3 building with the City of Lubbock dating back to May of 2002. Now we are wanting to expand our business.

**If property is not subdivided, will preliminary plat be submitted?** Yes \_\_\_\_\_ No XX

M. Davis T. Kulesha  
**Applicant's Signature**

December 27th, 2013  
**Date**

CH 1844  
RXC: 18021

**Filing Fee:** \$567.98  
(\$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: 127 11/18/13

**Zone Case No.:** 3112-A  
**Request for zoning change from:** R1

**Agenda No.:** \_\_\_\_\_  
**To:** M-2

31.76 acres of unplatted land out of Block A - section 8 tract D-1  
**on Lot(s):** \_\_\_\_\_ **Block(s):** \_\_\_\_\_

**Subdivision:** \_\_\_\_\_ **Address:** 2712 N. MLK Blvd

South of Bradley and East of MLK Jr Blvd.

22



## Marco Steel and Aluminum Inc.

---

January 7, 2014

City of Lubbock Zoning Department

Dear Board Members:

Marco Steel and Aluminum is a metal service center currently located at 5618 N. David Ave. Lubbock, TX. Our normal business hours are Monday – Friday 6:00 AM to 5:00 PM. We are closed Saturday and Sunday. We are one of three branches with our corporate office located in Midland, TX where the President, Morris Rubenstein, resides.

In May of 2002 Marco Steel and Aluminum opened in Lubbock leasing three warehouses from the Lubbock International Airport. I am sure they will testify that we have been a loyal tenant for the past 12 years.

We are a metal service center. We stock stainless, aluminum, carbon and alloy material. In Lubbock we will offer value added services for our customers that include cut to length parts on our 18" CNC saw, CNC shearing, CNC shape cutting with plasma. In these processes we do not store or use hazardous liquids or materials. We are inspected yearly by the Lubbock Fire Department.

Our material is received and delivered mainly on our company trucks normally between 6 a.m. and 5 p.m. Monday through Friday. We have a 45/ft, a 36/ft and a 24/ft flatbed truck that we use for delivery as well as a pickup and a 16/ft trailer. Our material comes in usually 3 times a week on a 45/ft tarped flatbed. We do occasionally get LTL shipments between 8:00 a.m. and 5:00. p.m. We have very little foot traffic.

Our intent with the purchase of this land is to build a 100/ft X 200/ft building and bring everything that we currently have in 3 buildings under one roof. We will have an attached building for our offices and break room for the employees.

If you have any questions please give me a call at 749-5051.

Sincerely,

Jay Roberts  
General Manager

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** 3117-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

FEB 06 REC'D

PLANNING DEPARTMENT

Print Name: A. L. O'Neal FAMILY TRUST  
Signature: A. L. O'Neal Trustee  
Address: 2107 56TH ST LUBBOCK TX 79412  
Address of Property Owned: 2107-56TH ST LUBBOCK TX 79412

City of Lubbock, TX  
Planning Department  
Planning and Zoning Commission  
Reply Form

12

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3117-A

In Favor of

Opposed

Reasons and/or Comments:

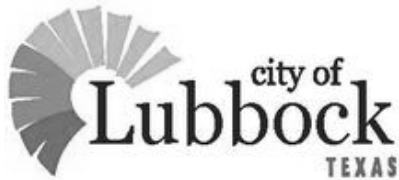
RECEIVED  
JAN 30 REC'D  
PLANNING DEPARTMENT

Print Name Johnny McDonald  
Signature: J. McDonald  
Address: Box 1586 Lubbock, TX 79408  
Address of Property Owned: 2912 N. MLK

2 of 12 Zone Case Number: 3117-A 121  
MCDONALD, JOHNNY  
P O BOX 1586

LUBBOCK TX 79408-1586





**Regular City Council Meeting**

**6. 2.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Public Hearing 6:30 p.m. - City Attorney:** Consider Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

**Item Summary**

As stated above.

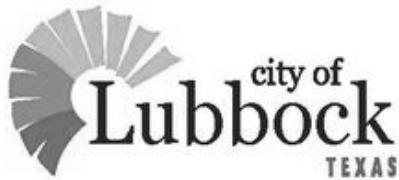
**Fiscal Impact**

None.

**Staff/Board Recommending**

Richard Casner, Assistant City Attorney

---



**Regular City Council Meeting**

**6. 3.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

**Ordinance 1st Reading - City Attorney:** Consider adoption of an ordinance regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

**Item Summary**

As stated above.

**Fiscal Impact**

None.

**Staff/Board Recommending**

Richard Casner, Assistant City Attorney

---

**Attachments**

Ordinance - Atmos

---

AGENDA INFORMATION SHEET  
ITEM NO. \_\_\_\_\_

**ADOPTION OF SETTLEMENT RATES RELATED TO APPLICATION FOR AUTHORITY TO INCREASE RATES SUBMITTED BY ATMOS ENERGY CORPORATION ON OCTOBER 18, 2013**

**BACKGROUND**

**Atmos' Proposed Increase:**

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, and 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 rates in the Lubbock Rate Jurisdiction 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’ proposal to treat its West Texas Division as a single rate division and to set rates on that basis, would increase Atmos’ *in-city base revenues* as follows:

Rate Jurisdiction	Base Revenue Increase (in millions)	Overall Base Revenue Percentage Increase
Lubbock Rate Jurisdiction	\$3.52	19%
Amarillo Rate Jurisdiction	\$4.00	20%

Atmos’ *proposed* increase would affect an average *customer’s monthly bill* as follows:

Customer Class	Increase <i>Without</i> Cost of Gas	Percent Increase <i>Including</i> Cost of Gas	Amount of Increase
Residential	23%	11%	\$4.08
Commercial	6%	2%	\$3.24
Indust. & Trans.	4%	1%	\$26.11
Public Authority	-3%	-1.11%	-\$5.79

**City's Prior Action and Evaluation of Atmos' Proposed Increase:**

The Cities of Lubbock (the "Lubbock Rate Jurisdiction), Amarillo, Channing, and Dalhart (the "Amarillo Rate Jurisdiction"), suspended Atmos' proposed increase for the statutorily allowed period, to provide these cities the opportunity to evaluate the merits of Atmos' proposed increase. To assist the Cities in their evaluation, and so as to foster efficiencies in their evaluation, the Cities collectively retained the services of the consulting firm of Utilitech, Inc. and, as Special Counsel, the law firm of Herrera & Boyle, PLLC.

After several months of investigation and evaluation of Atmos' proposed increase, and following several weeks of negotiations, the Company is in agreement to an increase in its revenue for in-city rates in its Lubbock Rate Jurisdiction and in its Amarillo Rate Jurisdiction, as follows:

<b>Rate Jurisdiction</b>	<b>Base Revenue Increase (in millions)</b>	<b>Base Revenue Percentage Increase</b>
Lubbock Rate Jurisdiction	\$2.75	15.75%
Amarillo Rate Jurisdiction	\$2.85	14.58%

For customers in Lubbock, the agreed-to increase would raise an average *customer's monthly bill* by the following percentages:

<b>Customer Class</b>	<b>Increase Without Cost of Gas</b>	<b>Increase Including Cost of Gas</b>	<b>Amount of Increase</b>
Residential	16%	3%	\$2.82
Commercial	16%	1%	\$7.97
Industrial & Transportation	16%	1%	\$108.62
Public Authority	11%	<1%	\$20.85

Attached as Attachment 1 to this Agenda Information Sheet is a table showing the effect the increase in rates will have on a Residential customer's bill at varying levels of consumption.

**RECOMMENDATION**

The Cities' consultants and Special Counsel, in conjunction with City Staff, have been involved in extensive negotiations with Atmos in efforts to identify a solution that minimizes the increase in rates, regulatory costs, and the cost of potentially protracted litigation, and that preserves the Cities' pending legal challenges the Cities of Amarillo, Channing, Dalhart, and Lubbock asserted against an order issued by the Railroad Commission of Texas that allowed Atmos to establish its rates as if its West Texas Division were but a single Rate Jurisdiction. These efforts produced a settlement that materially reduces the amount of Atmos' proposed increase, minimizes regulatory costs, avoids protracted litigation, and preserves the Cities' legal challenges to the Railroad

Commission's prior order. The Cities' consultants and Special Counsel recommend that the City:

1. Deny Atmos' proposed increase;
2. Approve the Settlement Agreement attached as "Appendix A," which approves an increase of \$2.75 million for in-city ratepayers in the Lubbock Rate Jurisdiction;
3. Approve the following rates to recover the increase in revenue:

**Lubbock Rate Jurisdiction (Incorporated Areas)**

Customer Class	Customer Charge	Charge per Ccf
Residential	\$14.75	\$0.12449
Commercial	\$33.00	\$0.11226
Industrial/Transportation	\$300.00	\$0.08895
Public Authority	\$82.00	\$0.14512

4. Approve the tariffs attached to the Settlement Agreement, including the tariff to recover the Cities' and the Company's rate case expenses.

**The City must take action no later than March 31, 2014. If the City does not take action by March 31, 2014, 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.**



**SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORPORATION, WEST TEXAS DIVISION AND THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING**

WHEREAS, this settlement agreement (the "Settlement Agreement") is entered into by Atmos Energy Corporation's West Texas Division ("Atmos Energy" or the "Company") and the Cities of Amarillo, Lubbock, Dalhart and Channing ("ALDC Cities") (collectively "Signatories");

WHEREAS, Atmos Energy currently has pending before the ALDC Cities a Statement of Intent to change rates within the incorporated areas of its West Texas Division;

WHEREAS, Atmos Energy's West Texas Division is comprised of the Amarillo Rate Jurisdiction, which includes the Cities of Amarillo, Dalhart and Channing and surrounding environs, the Lubbock Rate Jurisdiction, which includes the City of Lubbock and surrounding environs, and the West Texas Cities Rate Jurisdiction, which includes 68 cities and surrounding environs; and

WHEREAS, the ALDC Cities have hired experts and lawyers to analyze the rates proposed by Atmos Energy in its Statement of Intent submitted to the ALDC Cities on October 18, 2013 ("2013 Rate Filing"); and

WHEREAS, the Signatories agree that resolution of this matter by settlement agreement will significantly reduce litigation uncertainties and the amount of reimbursable rate case expenses associated with this matter; and

WHEREAS, this Settlement Agreement resolves all issues between the Signatories regarding the Company's 2013 Rate Filing, which is currently pending before the ALDC Cities, in a manner that the Signatories believe is consistent with the public interest, and the Signatories represent diverse interests; and

WHEREAS, the Signatories believe that the resolution of the issues raised in the 2013 Rate Filing can best be accomplished by each ALDC City approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to the following Settlement Terms as a means of fully resolving all issues between the Atmos Energy and the ALDC Cities involving the 2013 Rate Filing:

Settlement Terms

1. The Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. These tariffs allow Atmos Energy's West Texas Division an additional \$2.85 million in annual revenues from customers located within the incorporated areas of the Amarillo Rate Jurisdiction, and \$2.75 million from

customers located within the incorporated areas of the Lubbock Rate Jurisdiction. This revenue increase is illustrated in the proof of revenues attached as part of Exhibit B to this Settlement Agreement. The Signatories agree that the revenue increase is a "black box" amount and is not tied to any specific expense or rate-base item in Atmos Energy's West Texas Division's underlying cost of service nor any particular rate-setting methodology. Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Gas Utility Regulatory Act ("GURA"). The gas rates, terms and conditions established by this Settlement Agreement shall, subject to municipal approval, be effective for bills rendered on and after April 1, 2014, and should a municipality not approve this Settlement Agreement in time for Atmos Energy to implement rates on April 1, 2014, the Signatories agree that on April 1, 2014, Atmos Energy's existing rates will be established as temporary rates for service and bills rendered on and after that date and such temporary rates will be subject to reconciliation back to April 1, 2014, through a surcharge to give effect to the rates agreed to in this Settlement Agreement, provided that the surcharge period be no longer than a period of sixty days.

- The Signatories agree that it is reasonable to merge and include State Institution customers within the Public Authority customer class. The Signatories further agree to the following customer charges and consumption charges for customers residing in the ALDC Cities. These rates are reflected in the rate schedules attached as Exhibit A.

**Amarillo Rate Jurisdiction (Incorporated Areas)**

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	\$14.75	\$0.09760
Commercial	\$33.00	\$0.11666
Industrial/Transportation	\$300.00	\$0.13075
Public Authority	\$82.00	\$0.12457

**Lubbock Rate Jurisdiction (Incorporated Areas)**

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	\$14.75	\$0.12449
Commercial	\$33.00	\$0.11226
Industrial/Transportation	\$300.00	\$0.08895
Public Authority	\$82.00	\$0.14512

- Signatories agree that the September 30, 2013 balance related to the Company's regulatory asset under 16 TEX. ADMIN. CODE § 8.209 is \$2,881,345 and that this amount shall be included in the Company's plant in service. Given the black box nature of this settlement, Signatories take no position regarding the deferral algorithms used to calculate this amount and further agree that the ALDC Cities are not precluded from reviewing and proposing adjustments to the deferral algorithms or the products of those algorithms. Notwithstanding the preceding sentence, the Signatories agree that Atmos

Energy is under no obligation to accept or agree with any proposed adjustment by the ALDC Cities.

4. To give effect to Section 104.059 of GURA, Signatories agree that the base year level of pension-related and other post-employment benefits expenses, as shown on the attached Exhibit D and summarized below, shall be as follows:

Description	Total
Shared Services Unit - Pension Account Plan ("PAP")	\$546,158
Shared Services Unit - Post-Retirement Medical Plan ("FAS 106")	\$388,281
West Texas Division - PAP	\$1,843,850
West Texas Division - FAS 106	\$2,732,959
West Texas Supplemental Executive Retirement Plan ("SERP")	\$77,628

5. Signatories agree that the Rider Tax, Rider FF, Rider WNA and Rider GCA, which are attached as Exhibit A, are reasonable and should be approved.
6. Signatories agree that the base load and heat sensitivity factors referenced in the WNA tariff shall be updated to correspond to those identified in Exhibit E to this Settlement Agreement.
7. The Signatories agree that, should Atmos Energy submit an application in 2014 that affects the amounts customers pay for gas utility service, any such application that Atmos Energy submits in 2014 seeking to increase rates in the Amarillo and/or Lubbock Rate Jurisdictions shall be an application pursuant to Section 104.301 of GURA and that this application shall be filed in lieu of a statement of intent filing submitted under Section 104.102 of GURA.
8. The Signatories agree that for purposes of interim rate adjustments filed pursuant to Section 104.301 of GURA, Atmos Energy shall use the net plant amount of \$402,687,486 as the beginning plant balance for the first interim rate adjustment ("IRA") filing made pursuant to Section § 104.301. The Signatories agree that any filing made pursuant to Section 104.301 of GURA shall be based on the changes in the investment in the West Texas Division, which includes the Amarillo, Lubbock and West Texas Cities Rate Jurisdictions. The Signatories further agree that Atmos Energy shall use the capital structure and cost of debt and equity established in the Commission's final order in GUD No. 10170 and the additional factors identified on the attached Exhibit C for future IRA filings.
9. With regard to rate case expenses, Signatories agree that: (1) ALDC Cities' rate case expenses shall be recovered from customers within the incorporated areas of the ALDC Cities Rate Jurisdictions and; (2) Company expenses shall be recovered from customers within the entire incorporated areas of the West Texas Division, which includes the West Texas Cities, Amarillo and Lubbock Rate Jurisdictions. Signatories further agree that the parties' reasonable rate case expenses should be recovered by surcharge over a twelve-month period as shown in the Rider SUR, attached as Exhibit A.

10. The Signatories agree to support and seek municipal approval of this Settlement Agreement.
11. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by a City of an ordinance or resolution approving this Settlement Agreement. Signatories further expressly agree that this Settlement Agreement and any oral or written statements made during the course of settlement negotiations are privileged, inadmissible, and not relevant to prove any issues associated with Atmos Energy's 2013 Rate Filing, except to the extent that such information is necessary to support rate case expense recovery.
12. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if a City enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal.
13. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.
14. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this \_\_\_ day of March, 2014.

ATMOS ENERGY CORP, WEST TEXAS DIVISION

By:   
David J. Park

ON BEHALF OF THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING

By:   
Alfred R. Herrera

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

**AN ORDINANCE OF THE CITY OF LUBBOCK APPROVING RATES FOR ATMOS ENERGY-WEST TEXAS DIVISION (“COMPANY” OR “ATMOS”) RELATED TO THE COMPANY’S STATEMENT OF INTENT TO CHANGE RATES SUBMITTED ON OCTOBER 18, 2013; APPROVING A SETTLEMENT AGREEMENT RELATED TO SUCH STATEMENT OF INTENT; DECLARING EXISTING RATES TO BE UNREASONABLE; DENYING THE COMPANY’S PROPOSED RATES; ADOPTING TARIFFS THAT REFLECT RATE ADJUSTMENTS CONSISTENT WITH THE SETTLEMENT AGREEMENT; AND FINDING THE RATES TO BE SET BY THE ATTACHED TARIFFS TO BE JUST AND REASONABLE; FINDING THE CITY’S AND THE COMPANY’S RATE CASE EXPENSES REASONABLE; DIRECTING ATMOS TO REIMBURSE THE CITY ITS REASONABLE RATE CASE EXPENSES; DETERMINING THAT THIS ORDINANCE WAS PASSED IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETING ACT; DECLARING AN EFFECTIVE DATE; REPEALING ANY PRIOR ORDINANCES INCONSISTENT WITH THIS ORDINANCE AND REQUIRING DELIVERY OF THIS ORDINANCE TO THE COMPANY AND LEGAL COUNSEL.**

**WHEREAS**, the City of Lubbock, Texas (“City”) has exclusive original jurisdiction as a regulatory authority over Atmos Energy-West Texas Division’s (“Atmos” or “Company”) rates, operations, and services within the City; and

**WHEREAS**, Atmos filed a Statement of Intent with the City on October 18, 2013 to increase its annual revenue requirement in its West Texas Division by approximately \$12.4 million on a system-wide basis; and

**WHEREAS**, the City’s rates historically have been established based on the distinct and separate cost to provide service to the City as part of the Lubbock Rate Jurisdiction; and

**WHEREAS**, the Gas Utility Regulatory Act, § 103.021 requires that a gas utility submit information to the City as necessary to make a reasonable determination of rate base, expenses, investment, and rate of return in the City; and

**WHEREAS**, the City took action to suspend the effective date and to coordinate a response to Atmos’ filing with the Cities of Amarillo, Channing, and Dalhart, municipalities with interests similar to those of the City; and

**WHEREAS**, it is the City's goal to minimize regulatory costs and potentially protracted litigation that would result from a lengthy contested rate-case proceeding before the Railroad Commission of Texas ("Commission") and through the appellate process; and

**WHEREAS**, the City directed its consultants and Special Counsel to formulate and review reasonable settlement positions to resolve Atmos' pending request to increase rates; and

**WHEREAS**, the City's Staff, consultants, and Special Counsel met numerous times with the Company to negotiate a Settlement Agreement resolving the issues raised in the Company's Statement of Intent filing; and

**WHEREAS**, after extensive review and analysis, the City's consultants and Special Counsel found that Atmos' proposed increase in revenue and its proposed rates are unreasonable; and

**WHEREAS**, the City's consultants and Special Counsel have evaluated what a likely outcome from a fully-litigated proceeding would be and are of the opinion that the increase of \$2.75 million identified in the negotiated Settlement Agreement compares favorably with a likely outcome from a fully-litigated proceeding; and

**WHEREAS**, the City's consultants and Special Counsel recommend that the City approve the negotiated Settlement Agreement and attached tariffs; and

**WHEREAS**, under the Gas Utility Regulatory Act, the City has a right to reimbursement of its reasonable rate-case expenses and Atmos has an obligation to reimburse the City's reasonable rate-case expenses; and

**WHEREAS**, the attached tariffs implementing new rates are consistent with the Settlement Agreement and are just, reasonable, and in the public interest; and

**WHEREAS**, the Settlement Agreement as a whole is in the public interest;

**NOW THEREFORE, BE IT ORDAINED 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.** That Atmos' existing rates are hereby found to be unreasonable, and the increase in revenue and resulting rates Atmos proposed in the Company's Statement of Intent of October 18, 2013 are hereby denied.

**Section 3.** That the City Council finds that the Settlement Agreement, including the exhibits appended to the Settlement Agreement, which is attached hereto and incorporated herein as Attachment A, is in the public interest.

**Section 4.** That the revenue and resulting rates set forth in the Settlement Agreement and schedule of rates and tariffs for gas-utility service provided by Atmos, which are attached hereto and incorporated herein, are just and reasonable, and are hereby adopted.

**Section 5.** That neither this Ordinance, nor the Settlement Agreement, shall be of any precedence with regard to any methodology employed for establishing the rates approved by this Ordinance.

**Section 6.** That the City's, including the Cities of Amarillo, Channing, and Dalhart, and the Company's, combined rate-expenses in the amount not to exceed \$374,000.00 are hereby found to be reasonable and that Atmos is hereby directed to reimburse the City's rate case expenses within thirty days from adoption of this Ordinance; that Atmos is hereby authorized to recover through the tariff "Rider SUR" approved by this Ordinance, the amount of rate case expenses found reasonable, subject to adjustment to reflect the actual expenses ultimately incurred; and that the Rider SUR tariff shall automatically end with the recovery of the rate-case expenses approved in this Ordinance.

**Section 7.** That Atmos shall provide a report to the City within thirty days after the end of sixth month in which the Rider SUR is in effect, and again thirty days after the end

of the twelfth month in which the Rider SUR is in effect, showing the amount of rate-case expenses recovered through each six-month period.

**Section 8.** That to the extent any resolution or ordinance previously adopted by the Council is inconsistent with this Ordinance, it is hereby repealed.

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

**Section 10.** That if any one or more sections or clauses of this Ordinance is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provision of this Ordinance and the remaining provisions of the Ordinance shall be interpreted as if the offending section or clause never existed.

**Section 11.** That this Ordinance shall become effective from and after its passage with rates authorized by the attached tariffs to be effective for service delivered on or after April 1, 2014.

**Section 12.** That a copy of this Ordinance shall be sent to the Company, care of Mr. Jeffrey Foley, Vice President Rates and Regulatory Affairs, Atmos Energy Corporation, 5110 80<sup>th</sup> Street, Lubbock, Texas 79424, and to Mr. Alfred R. Herrera, Special Counsel, Herrera & Boyle, PLLC, 816 Congress Ave., Suite 1250, Austin, Texas 78701.

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**SETTLEMENT AGREEMENT BETWEEN ATMOS ENERGY CORPORATION, WEST TEXAS DIVISION AND THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING**

WHEREAS, this settlement agreement (the "Settlement Agreement") is entered into by Atmos Energy Corporation's West Texas Division ("Atmos Energy" or the "Company") and the Cities of Amarillo, Lubbock, Dalhart and Channing ("ALDC Cities") (collectively "Signatories");

WHEREAS, Atmos Energy currently has pending before the ALDC Cities a Statement of Intent to change rates within the incorporated areas of its West Texas Division;

WHEREAS, Atmos Energy's West Texas Division is comprised of the Amarillo Rate Jurisdiction, which includes the Cities of Amarillo, Dalhart and Channing and surrounding environs, the Lubbock Rate Jurisdiction, which includes the City of Lubbock and surrounding environs, and the West Texas Cities Rate Jurisdiction, which includes 68 cities and surrounding environs; and

WHEREAS, the ALDC Cities have hired experts and lawyers to analyze the rates proposed by Atmos Energy in its Statement of Intent submitted to the ALDC Cities on October 18, 2013 ("2013 Rate Filing"); and

WHEREAS, the Signatories agree that resolution of this matter by settlement agreement will significantly reduce litigation uncertainties and the amount of reimbursable rate case expenses associated with this matter; and

WHEREAS, this Settlement Agreement resolves all issues between the Signatories regarding the Company's 2013 Rate Filing, which is currently pending before the ALDC Cities, in a manner that the Signatories believe is consistent with the public interest, and the Signatories represent diverse interests; and

WHEREAS, the Signatories believe that the resolution of the issues raised in the 2013 Rate Filing can best be accomplished by each ALDC City approving this Settlement Agreement and the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A;

NOW, THEREFORE, in consideration of the mutual agreements and covenants established herein, the Signatories, through their undersigned representatives, agree to the following Settlement Terms as a means of fully resolving all issues between the Atmos Energy and the ALDC Cities involving the 2013 Rate Filing:

Settlement Terms

1. The Signatories agree to the rates, terms and conditions reflected in the tariffs attached to this Settlement Agreement as Exhibit A. These tariffs allow Atmos Energy's West Texas Division an additional \$2.85 million in annual revenues from customers located within the incorporated areas of the Amarillo Rate Jurisdiction, and \$2.75 million from

customers located within the incorporated areas of the Lubbock Rate Jurisdiction. This revenue increase is illustrated in the proof of revenues attached as part of Exhibit B to this Settlement Agreement. The Signatories agree that the revenue increase is a “black box” amount and is not tied to any specific expense or rate-base item in Atmos Energy’s West Texas Division’s underlying cost of service nor any particular rate-setting methodology. Signatories further agree that the rates, terms and conditions reflected in Exhibit A to this Settlement Agreement comply with the rate-setting requirements of Chapter 104 of the Gas Utility Regulatory Act (“GURA”). The gas rates, terms and conditions established by this Settlement Agreement shall, subject to municipal approval, be effective for bills rendered on and after April 1, 2014, and should a municipality not approve this Settlement Agreement in time for Atmos Energy to implement rates on April 1, 2014, the Signatories agree that on April 1, 2014, Atmos Energy’s existing rates will be established as temporary rates for service and bills rendered on and after that date and such temporary rates will be subject to reconciliation back to April 1, 2014, through a surcharge to give effect to the rates agreed to in this Settlement Agreement; provided that the surcharge period be no longer than a period of sixty days.

2. The Signatories agree that it is reasonable to merge and include State Institution customers within the Public Authority customer class. The Signatories further agree to the following customer charges and consumption charges for customers residing in the ALDC Cities. These rates are reflected in the rate schedules attached as Exhibit A.

**Amarillo Rate Jurisdiction (Incorporated Areas)**

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	\$14.75	\$0.09760
Commercial	\$33.00	\$0.11666
Industrial/Transportation	\$300.00	\$0.13075
Public Authority	\$82.00	\$0.12457

**Lubbock Rate Jurisdiction (Incorporated Areas)**

Customer Class	Customer Charge	Consumption Charge per Ccf
Residential	\$14.75	\$0.12449
Commercial	\$33.00	\$0.11226
Industrial/Transportation	\$300.00	\$0.08895
Public Authority	\$82.00	\$0.14512

3. Signatories agree that the September 30, 2013 balance related to the Company’s regulatory asset under 16 TEX. ADMIN. CODE § 8.209 is \$2,881,345 and that this amount shall be included in the Company’s plant in service. Given the black box nature of this settlement, Signatories take no position regarding the deferral algorithms used to calculate this amount and further agree that the ALDC Cities are not precluded from reviewing and proposing adjustments to the deferral algorithms or the products of those algorithms. Notwithstanding the preceding sentence, the Signatories agree that Atmos

Energy is under no obligation to accept or agree with any proposed adjustment by the ALDC Cities.

4. To give effect to Section 104.059 of GURA, Signatories agree that the base year level of pension-related and other post-employment benefits expenses, as shown on the attached Exhibit D and summarized below, shall be as follows:

Description	Total
Shared Services Unit - Pension Account Plan ("PAP")	\$546,158
Shared Services Unit - Post-Retirement Medical Plan ("FAS 106")	\$388,281
West Texas Division – PAP	\$1,843,850
West Texas Division – FAS 106	\$2,732,959
West Texas Supplemental Executive Retirement Plan ("SERP")	\$77,628

5. Signatories agree that the Rider Tax, Rider FF, Rider WNA and Rider GCA, which are attached as Exhibit A, are reasonable and should be approved.
6. Signatories agree that the base load and heat sensitivity factors referenced in the WNA tariff shall be updated to correspond to those identified in Exhibit E to this Settlement Agreement.
7. The Signatories agree that, should Atmos Energy submit an application in 2014 that affects the amounts customers pay for gas utility service, any such application that Atmos Energy submits in 2014 seeking to increase rates in the Amarillo and/or Lubbock Rate Jurisdictions shall be an application pursuant to Section 104.301 of GURA and that this application shall be filed in lieu of a statement of intent filing submitted under Section 104.102 of GURA.
8. The Signatories agree that for purposes of interim rate adjustments filed pursuant to Section 104.301 of GURA, Atmos Energy shall use the net plant amount of \$402,687,486 as the beginning plant balance for the first interim rate adjustment ("IRA") filing made pursuant to Section § 104.301. The Signatories agree that any filing made pursuant to Section 104.301 of GURA shall be based on the changes in the investment in the West Texas Division, which includes the Amarillo, Lubbock and West Texas Cities Rate Jurisdictions. The Signatories further agree that Atmos Energy shall use the capital structure and cost of debt and equity established in the Commission's final order in GUD No. 10170 and the additional factors identified on the attached Exhibit C for future IRA filings.
9. With regard to rate case expenses, Signatories agree that: (1) ALDC Cities' rate case expenses shall be recovered from customers within the incorporated areas of the ALDC Cities Rate Jurisdictions and; (2) Company expenses shall be recovered from customers within the entire incorporated areas of the West Texas Division, which includes the West Texas Cities, Amarillo and Lubbock Rate Jurisdictions. Signatories further agree that the parties' reasonable rate case expenses should be recovered by surcharge over a twelve-month period as shown in the Rider SUR, attached as Exhibit A.

10. The Signatories agree to support and seek municipal approval of this Settlement Agreement.
11. The Signatories agree that neither this Settlement Agreement nor any oral or written statements made during the course of settlement negotiations may be used for any purpose other than as necessary to support the entry by a City of an ordinance or resolution approving this Settlement Agreement. Signatories further expressly agree that this Settlement Agreement and any oral or written statements made during the course of settlement negotiations are privileged, inadmissible, and not relevant to prove any issues associated with Atmos Energy's 2013 Rate Filing, except to the extent that such information is necessary to support rate case expense recovery.
12. The Signatories agree that the terms of the Settlement Agreement are interdependent and indivisible, and that if a City enters an order that is inconsistent with this Settlement Agreement, then any Signatory may withdraw without being deemed to have waived any procedural right or to have taken any substantive position on any fact or issue by virtue of that Signatory's entry into the Settlement Agreement or its subsequent withdrawal.
13. The Signatories agree that this Settlement Agreement is binding on each Signatory only for the purpose of settling the issues set forth herein and for no other purposes, and except to the extent the Settlement Agreement governs a Signatory's rights and obligations for future periods, this Settlement Agreement shall not be binding or precedential upon a Signatory outside this proceeding.
14. The Signatories agree that this Settlement Agreement may be executed in multiple counterparts and may be filed with facsimile signatures.

Agreed to this \_\_\_ day of March, 2014.

ATMOS ENERGY CORP, WEST TEXAS DIVISION

By: \_\_\_\_\_  
David J. Park

ON BEHALF OF THE CITIES OF AMARILLO, LUBBOCK, DALHART AND CHANNING

By: \_\_\_\_\_  
Alfred R. Herrera

<b>RATE SCHEDULE:</b>	<b>RESIDENTIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>LUBBOCK SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 4/01/2014</b>	<b>PAGE:</b>

Availability

This schedule is applicable to general use by Residential customers for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 14.75
Consumption Charge	\$ 0.12449 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

<b>RATE SCHEDULE:</b>	<b>COMMERCIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>LUBBOCK SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 4/01/2014</b>	<b>PAGE:</b>

Availability

This schedule is applicable to Commercial customers, including hospitals and churches, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 33.00
Consumption Charge	\$ 0.11226 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

<b>RATE SCHEDULE:</b>	<b>INDUSTRIAL GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>LUBBOCK SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 4/01/2014</b>	<b>PAGE:</b>

Availability

This schedule is applicable to the sales to any industrial or commercial customer whose predominant use of natural gas is other than space heating, cooking, water heating or other similar type uses. Service under this schedule is available to eligible customers following execution of a contract specifying the maximum hourly load. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 300.00
Consumption Charge	\$ 0.08895 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

<b>RATE SCHEDULE:</b>	<b>PUBLIC AUTHORITY GAS SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>LUBBOCK SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 4/01/2014</b>	

Availability

This schedule is applicable to general use by Public Authority type customers, including public schools, for heating, cooking, refrigeration, water heating and other similar type uses. This schedule is not available for service to premises with an alternative supply of natural gas.

Monthly Rate

<b>Charge</b>	<b>Amount</b>
Customer Charge	\$ 82.00
Consumption Charge	\$ 0.14512 per Ccf

The West Texas Division Gas Cost Adjustment Rider applies to this schedule.

The West Texas Division Weather Normalization Adjustment Rider applies to this schedule.

The West Texas Division Rider TAX applies to this schedule.

The West Texas Division Rider FF applies to this schedule.

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

<b>RATE SCHEDULE:</b>	<b>TRANSPORTATION SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>LUBBOCK SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 4/01/2014</b>	<b>PAGE:</b>

Application

Applicable, in the event that Company has entered into a Transportation Agreement, to a customer directly connected to the Atmos Energy Corp., West Texas Division Distribution System for the transportation of all natural gas supplied by Customer or Customer's agent at one Point of Delivery for use in Customer's facility with an estimated annual usage greater than 100,000 Ccf per meter.

Type of Service

Where service of the type desired by Customer is not already available at the Point of Delivery, additional charges and special contract arrangements between Company and Customer may be required prior to service being furnished.

Monthly Rate

Customer's bill will be calculated by adding the following Customer and Ccf charges to the amounts and quantities due under the riders listed below:

<b>Charge</b>	<b>Amount</b>
Customer Charge per Meter	\$ 300.00 per month
Consumption Charge	\$ 0.08895 per Ccf

Upstream Transportation Cost Recovery: The customer is responsible for all upstream transportation costs.

Retention Adjustment: Plus a quantity of gas equal to the Company's most recently calculated financial L&U percentage for the twelve months ended September multiplied by the gas received into Atmos Energy Corporation's West Texas Division for transportation to the customer.

Franchise Fee Adjustment: Plus an amount for franchise fees calculated in accordance with Rider FF. Rider FF is only applicable to customers inside the corporate limits of any incorporated municipality.

Tax Adjustment: Plus an amount for tax calculated in accordance with Rider TAX.

Surcharges: Plus an amount for surcharges calculated in accordance with the applicable rider(s).

Miscellaneous Charges: Plus an amount for miscellaneous charges calculated in accordance with the applicable rider(s).

Conversions: Units may be converted from Ccf to Mcf or Mmbtu as necessary to comply with the underlying transportation agreement.

<b>RATE SCHEDULE:</b>	<b>TRANSPORTATION SERVICE</b>	
<b>APPLICABLE TO:</b>	<b>LUBBOCK SERVICE AREA – Inside City Limits (ICL)</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on or after 4/01/2014</b>	<b>PAGE:</b>

Imbalance Fees

All fees charged to Customer under this Rate Schedule will be charged based on the quantities determined under the applicable Transportation Agreement and quantities will not be aggregated for any Customer with multiple Transportation Agreements for the purposes of such fees.

Monthly Imbalance Fees

Customer shall pay Company a monthly imbalance fee at the end of each month as defined in the applicable Transportation Agreement,

Curtailed Overpull Fee

Upon notification by Company of an event of curtailment or interruption of Customer's deliveries, Customer will, for each MMBtu delivered in excess of the stated level of curtailment or interruption, pay Company 200% of the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha".

Replacement Index

In the event the "Index" price reported for the month of delivery in Inside FERC's Gas Market Report under the heading "West Texas Waha" is no longer published, Company will calculate the applicable imbalance fees utilizing a daily price index recognized as authoritative by the natural gas industry and most closely approximating the applicable index.

Agreement

A transportation agreement is required.

Notice

Service hereunder and the rates for services provided are subject to the orders of regulatory bodies having jurisdiction and to the Company's Tariff for Gas Service.

Special Conditions

In order to receive transportation service under this tariff, customer must have the type of meter, instrumentation, and communication required by Company. Customer must pay Company all costs associated with the acquisition and installation of the required equipment.

<b>RATE SCHEDULE:</b>	<b>WEST TEXAS DIVISION GAS COST ADJUSTMENT (GCA) RIDER</b>	
<b>APPLICABLE TO:</b>	<b>ALL SERVICE AREAS IN THE WEST TEXAS DIVISION</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 10/01/2012</b>	<b>PAGE:</b>

Application

Gas bills issued under rate schedules to which this Rider applies will include adjustments to reflect decreases or increases in purchased gas costs or taxes. Accumulated Deferred Gas Costs shall also be adjusted for gas cost amounts which are uncollectible. Any such adjustments shall be filed with the appropriate regulatory authority before the beginning of the month in which the adjustment will be applied to bills. The amount of each adjustment shall be computed as follows:

Gas Cost Adjustment (GCA)

The GCA to be applied to each Ccf billed shall be computed as follows and rounded to the nearest \$0.01:

$$GCA = (G/S + CF)$$

Where:

1. "G", in dollars, is the expected cost of gas for the expected sales billing units.
2. "S", in Ccf as measured at local atmospheric pressure, is the expected sales billing units to be billed to customers in the respective section of the Company's West Texas Division.
3. "CF", in \$/Ccf as measured at local atmospheric pressure, is a correction factor charge per Ccf to adjust for the cumulative monthly differences between the cost of gas purchased by the Company and the amount of gas cost billed the customer plus any gas cost which is uncollectible.

More specifically, CF shall be calculated as follows:

$$CF = (a/b) + (c/b)$$

a = over (under) collection dollar amount for the 12 month period ending September.

b = expected estimated sales volumes for the future 12 month period ending November.

c = net uncollectible gas cost, that is:

(uncollectible gas cost for the previous 12 months ended September) – (subsequently collected gas cost for the previous 12 months ended September)

Once a year, on a 12 months ended September basis, the Company shall review the percentage of lost and unaccounted for gas. If this percentage exceeds 5% of the amount metered in, the correcting account balance will be reduced so that the customer will effectively be charged a maximum of 5% for lost and unaccounted for gas and the Company will absorb the excess.

**ATMOS ENERGY CORPORATION  
WEST TEXAS DISTRIBUTION SYSTEM**

**EXHIBIT A**

<b>RATE SCHEDULE:</b>	<b>WEST TEXAS DIVISION WEATHER NORMALIZATION ADJUSTMENT (WNA) RIDER</b>	
<b>APPLICABLE TO:</b>	<b>ALL AREAS IN THE WEST TEXAS DIVISION</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 10/01/2012</b>	<b>PAGE:</b>

Provisions for Adjustment

The base rate per Ccf (100,000 Btu) for gas service set forth in any Rate Schedules utilized in all cities in the West Texas Division or their environs for determining normalized winter period revenues shall be adjusted by an amount hereinafter described, which amount is referred to as the "Weather Normalization Adjustment." The Weather Normalization Adjustment shall apply to all temperature sensitive residential, commercial, public authority, and state institution bills based on meters read during the revenue months of October through May.

Computation of Weather Normalization Adjustment

The Weather Normalization Adjustment Factor shall be computed to the nearest one-hundredth cent per Ccf by the following formula:

WNAF <sub>i</sub>	$= \frac{R_i (HSF_i (NDD-ADD))}{(BL_i + (HSF_i \times ADD))}$
Where	
i	= any particular Rate Schedule or billing classification within any such particular Rate Schedule that contains more than one billing classification
WNAF <sub>i</sub>	= Weather Normalization Adjustment Factor for the i <sup>th</sup> rate schedule or classification expressed in cents per Ccf
R <sub>i</sub>	= base rate of temperature sensitive sales for the i <sup>th</sup> schedule or classification utilized
HSF <sub>i</sub>	= heat sensitive factor for the i <sup>th</sup> schedule or classification divided by the average bill count in that class
NDD <sub>i</sub>	= billing cycle normal heating degree days
ADD <sub>i</sub>	= billing cycle actual heating degree days
BL <sub>i</sub>	= base load sales for the i <sup>th</sup> schedule or Classification divided by the average bill count in that class

The Weather Normalization Adjustment for the j<sup>th</sup> customer in i<sup>th</sup> rate schedule is computed as:

WNA <sub>i</sub>	WNAF <sub>i</sub> x q <sub>ij</sub> Where q <sub>ij</sub> is the relevant sales quantity for the j <sup>th</sup> Customer in i <sup>th</sup> rate schedule
------------------	---

<b>RIDER:</b>	<b>FF – FRANCHISE FEE ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL AREAS IN THE WEST TEXAS DIVISION</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 10/01/2012</b>	<b>PAGE:</b>

**Application**

Applicable to Customers inside the corporate limits of an incorporated municipality that imposes a municipal franchise fee upon Company for the Gas Service provided to Customer. Franchise Fees to be assessed solely to customers within the municipal limits. This does not apply to Environs customers.

**Monthly Adjustment**

Company will adjust Customer's bill each month in an amount equal to the municipal franchise fees payable for the Gas Service provided to Customer by Company. Municipal franchise fees are determined by each municipality's franchise ordinance. Each municipality's franchise ordinance will specify the percentage and applicability of franchise fees.

From time to time, Company will make further adjustments to Customer's bill to account for any over- or under-recovery of municipal franchise fees by Company.

<b>RIDER:</b>	<b>TAX – TAX ADJUSTMENT</b>	
<b>APPLICABLE TO:</b>	<b>ALL AREAS IN THE WEST TEXAS DIVISION</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 10/01/2012</b>	<b>PAGE:</b>

**Application**

Applicable to Customers taking service under Residential, Commercial, Industrial, Public Authority, and State Institution customers to the extent of state gross receipts taxes only.

Each monthly bill shall be adjusted for state gross receipts taxes imposed by Sections 182-021 - 182-025 of the Texas Tax Code.

Each monthly bill shall also be adjusted by an amount equivalent to the amount of all applicable taxes and any other governmental impositions, rentals, fees, or charges (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed upon or allocated to Company with respect to the Gas Service provided to Customer by Company, and any associated facilities involved in the performance of such Gas Service. Each monthly bill shall also be adjusted by an amount equivalent to the proportionate part of any increase or decrease of any tax and any other governmental imposition, rental, fee, or charge (except state, county, city, and special district ad valorem taxes and taxes on net income) levied, assessed, or imposed subsequent to the effective date of this tariff, upon or allocated to Company's operations, by any new or amended law, ordinance, or contract.

<b>RATE SCHEDULE:</b>	<b>OTHER SERVICE CHARGES</b>	
<b>APPLICABLE TO:</b>	<b>ALL AREAS IN THE WEST TEXAS DIVISION</b>	
<b>EFFECTIVE DATE:</b>	<b>Bills Rendered on and after 10/01/2012</b>	<b>PAGE:</b>

**The service charges on this tariff will be applied in accordance with Atmos Energy's Quality of Service rules and Commission rule 7.45.**

DURING BUSINESS HOURS:

These charges apply to services initiated between 8am and 5pm, Monday through Friday.

<b>Charge</b>	<b>Amount</b>
Turn On New Service With Meter Set	\$ 45.00
Turn On Service (shut-In test required)	\$ 37.00
Turn On Service (meter read only required)	\$ 21.00
Miscellaneous Service Charge Calls	\$ 10.00
Reconnect Delinquent Service or Service Temporarily Off at Customer's Request	\$ 47.00
Return Check Fee	\$ 25.00
Tampering Fee	\$ 150.00

AFTER BUSINESS HOURS:

These charges apply to services initiated between 5pm and 8am, Monday through Friday, and all day Saturday and Sunday.

<b>Charge</b>	<b>Amount</b>
Turn On New Service With Meter Set	\$ 67.50
Turn On Service (shut-In test required)	\$ 55.50
Turn On Service (meter read only required)	\$ 31.50
Miscellaneous Service Charge Calls	\$ 15.00
Reconnect Delinquent Service or Service Temporarily Off at Customer's Request	\$ 70.50
Tampering Fee	\$ 150.00

RIDER:	SURCHARGE 2013 WTX SOI	
APPLICABLE TO:	INCORPORATED AREAS OF AMARILLO, LUBBOCK, DALHART, AND CHANNING	
EFFECTIVE DATE:	Bills Rendered on and after 4/01/2014	PAGE:

Applicability

The Rate Case Expense Surcharge (RCE) rate as set forth below is pursuant to Settlement Agreement to the Statement of Intent filed with the municipalities in Atmos Energy's West Texas Division on October 18, 2013. This monthly rate shall apply to the residential, commercial, industrial, and public authority / state institution rate schedules of Atmos Energy Corporation's West Texas Division in the incorporated areas of Amarillo, Lubbock, Dalhart, and Channing. The rate will be in effect for approximately 12 months until all approved and expended rate case expenses are recovered from the applicable customer classes. This rider is subject to all applicable laws and orders, and the Company's rules and regulations on file with the regulatory authority.

Rate Schedule: Residential

Rate Area	Monthly Surcharge
Amarillo, Lubbock, Dalhart, and Channing - Incorporated	\$ 0.00323 per Ccf

Rate Schedule: Commercial

Rate Area	Monthly Surcharge
Amarillo, Lubbock, Dalhart, and Channing - Incorporated	\$ 0.00183 per Ccf

Rate Schedule: Industrial

Rate Area	Monthly Surcharge
Amarillo, Lubbock, Dalhart, and Channing - Incorporated	\$ 0.00153 per Ccf

Rate Schedule: Public Authority / State Institution

Rate Area	Monthly Surcharge
Amarillo, Lubbock, Dalhart, and Channing - Incorporated	\$ 0.00393 per Ccf

OTHER ADJUSTMENTS

The above rate schedules shall be adjusted for all applicable taxes (including franchise fees for incorporated customers) related to the above.



# Atmos Energy, West Texas Division

## Exhibit B

Lubbock Rate Jurisdiction

Proof of Rates

CURRENT PROPOSED

**INDUSTRIAL / TRANSPORT**

Line No.	Charge / Rate	Bills / Volumes	Revenues	Margin %	Charge / Rate	Bills / Volumes	Revenues	Margin %
1	Customer Charge \$	275.00	530	39.9%	300.00	530	159,000	37.6%
2			\$ 145,750					
3	Commodity Charge \$	0.07402	2,968,536	60.1%	0.08895	2,968,536	264,051	62.4%
4			\$ 219,731					
5	Gas Cost*	0.4053	2,968,536		0.4053	2,968,536	1,203,148	
6			\$ 1,203,148					
7	Industrial / Transport Total		<u>\$ 1,568,629</u>	<u>100.0%</u>			<u>\$ 1,626,199</u>	<u>100.0%</u>
8								
9					<b>Industrial / Transport Margin Increase</b>		<b>\$ 57,570</b>	

**PUBLIC AUTHORITY / STATE INSTITUTION**

Line No.	Charge / Rate	Bills / Volumes	Revenues	Margin %	Charge / Rate	Bills / Volumes	Revenues	Margin %
1	Customer Charge \$	75.00	1,058	55.3%	82.00	1,058	86,756	38.4%
2			\$ 79,350					
3	Commodity Charge \$	0.12981	493,692	44.7%	0.14512	957,018	138,882	61.6%
4			\$ 64,086					
5	Commodity Charge \$	0.11115	463,326					
6			\$ 51,499					
7	Gas Cost*	0.4053	957,018		0.4053	957,018	387,879	
8			\$ 387,879					
9	Public Authority / State Inst Total		<u>\$ 582,814</u>	<u>100.0%</u>			<u>\$ 613,518</u>	<u>100.0%</u>
10								
11					<b>Public Authority / State Institution Margin Increase</b>		<b>\$ 30,704</b>	

\* Average gas cost is presented here for informational purposes only. The Company is not proposing any changes to its existing GCA tariff.

**Atmos Energy, West Texas Division**

Lubbock Rate Jurisdiction  
Proof of Rates

**Exhibit B**

CURRENT

PROPOSED

CLASS ALLOCATION

	<u>Current</u>	<u>Current Class Allocation</u>	<u>Proposed Increase</u>	<u>Proposed Revenue</u>	<u>Proposed Class Allocation</u>
SYSTEMWIDE					
RESIDENTIAL	\$13,441,774	76.97%	2,116,654	\$15,558,428	76.97%
COMMERCIAL	\$3,460,445	19.82%	544,927	\$4,005,372	19.82%
INDUSTRIAL	\$365,481	2.09%	57,570	\$423,051	2.09%
PUBLIC AUTHORITY / SA	\$194,924	1.12%	30,704	\$225,628	1.12%
<b>TOTAL SETTLEMENT</b>	<b>\$17,462,624</b>	<b>100.00%</b>	<b>\$ 2,749,855</b>	<b>\$20,212,479</b>	<b>100.00%</b>

## EXHIBIT C

### Factors Required by Section 104.301 of the Texas Utilities Code

- The net invested capital amount of \$402,687,486 shall be used as the baseline investment for use in calculating the first IRA adjustment following the issuance of a Final Order in this proceeding;
- The overall depreciation rate shall be calculated based on the WTX Direct depreciation rates approved by GUD 10041 and the SSU Depreciation rates approved by GUD 10170.
- A federal income tax factor of 35%;
- Ad Valorem Tax of \$4,133,461 divided by the net invested capital of \$402,687,486 for an Ad Valorem tax rate of 1.03%.
- The average use per month per customer class in order to determine the current and proposed bill information in future IRA filings is as follows: Residential at 52.69 Ccf, Commercial at 239.72 Ccf, Industrial at 3,950.03 Ccf, and Public Authority at 809.72 Ccf; and
- The base rate revenue allocation factors to be used to calculate the cost of changes in investment to be recovered from the appropriate customer classes are as follows: Residential at 75.13%, Commercial at 18.39%, Industrial at 2.16%, and Public Authority at 4.32%.
- The overall return shall be the same as approved by the Railroad Commission of Texas in the Final Order for GUD 10170.

**ATMOS ENERGY CORPORATION**  
**WEST TEXAS SYSTEM STATEMENT OF INTENT**  
**PENSIONS AND RETIREE MEDICAL BENEFITS BENCHMARK**  
**TEST YEAR ENDING JUNE 30, 2013**

Exhibit D

Line No.	Description (a)	Shared Services (b)		Post-Retirement Medical Plan ("FAS 106") (c)		Pension Account Plan ("PAP") (d)		WTX Post-Retirement Medical Plan ("FAS 106") (e)		Supplemental Executive Retirement Plan ("SERP") (f)		Total (g)
		Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	Pension Account Plan ("PAP")	Post-Retirement Medical Plan ("FAS 106")	
1	FY 2014 Towers Watson Amounts (Excluding Removed Cost Centers)	\$ 6,343,572	\$ 4,509,850	\$ 1,954,888	\$ 2,897,539	\$ 82,303						
2	Texas Division Allocation Factor	8.82%	8.82%	100.00%	100.00%	100.00%						
3	West Texas Allocation Factor	97.62%	97.62%	94.32%	94.32%	94.32%						
4	FY 2014 Towers Watson Benefit Costs (Excluding Removed Cost Centers)	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						
5	Allocated to WTX (Ln 1 x Ln 2 x Ln 3) O&M and Capital Allocation Factor	100.00%	100.00%	100.00%	100.00%	100.00%						
6	FY 2014 Towers Watson Benefit Costs To Approve (Excluding Removed Cost Centers) (Ln 4 x Ln 5)	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						
7												
8	Summary of Costs to Approve:											
9												
10												
11												
12	Total Pension Account Plan ("PAP")	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						\$ 2,390,009
13	Total Post-Retirement Medical Plan ("FAS 106")											\$ 3,121,240
14	Total Supplemental Executive Retirement Plan ("SERP")											\$ 77,628
15	Total (Ln 12 + Ln 13 + Ln 14)	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						\$ 5,588,877
16												
17												
18	O&M Expense Factor (WP_F-2.3, Ln 2)	87.56%	87.56%	57.87%	57.87%	100.00%						
19												
20	Expense Portion (Ln 15 x Ln 18)	\$ 478,237	\$ 339,994	\$ 1,067,017	\$ 1,581,535	\$ 77,628						\$ 3,544,412
21												
22	Capital Factor (1 - Ln 18)	12.44%	12.44%	42.13%	42.13%	0.00%						
23												
24	Capital Portion (Ln 15 x Ln 22)	\$ 67,921	\$ 48,287	\$ 776,833	\$ 1,151,424	\$ -						\$ 2,044,465
25												
26	Total (Ln 20 + Ln 24)	\$ 546,158	\$ 388,281	\$ 1,843,850	\$ 2,732,959	\$ 77,628						\$ 5,588,877

**ATMOS ENERGY CORPORATION**  
**WEST TEXAS SYSTEM STATEMENT OF INTENT**  
**PENSION AND OTHER POST EMPLOYMENT BENEFITS REGULATORY ASSET**  
**AMORTIZATION SCHEDULE \***  
**TEST YEAR ENDING JUNE 30, 2013**

Exhibit D

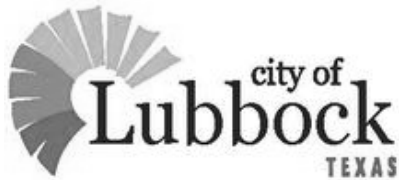
Line No.	Year Ended June 30	Beginning of Year		Annual Amortization	End of Year		Balance as of June 30, 2013
		Rate Base Adjustment Amount	(b)		Rate Base Adjustment Amount	(d)	
		(a)	(b)	(c)	(d)	(e)	
1	2013				\$	1,183,707	\$ 1,183,707
2	2014	\$	1,183,707	\$		1,065,337	1,065,337
3	2015		1,065,337	118,371		946,966	946,966
4	2016		946,966	118,371		828,595	828,595
5	2017		828,595	118,371		710,224	710,224
6	2018		710,224	118,371		591,854	591,854
7	2019		591,854	118,371		473,483	473,483
8	2020		473,483	118,371		355,112	355,112
9	2021		355,112	118,371		236,741	236,741
10	2022		236,741	118,371		118,371	118,371
11	2023		118,371	118,371		-	-

Notes:

1. The annual amortization of the Pension and Other Postemployment Benefits Regulatory Asset cost has been included in O&M expense on WP\_F-2.8. The annual amortization is based on a ten year amortization period.
  2. The Company has included in rate base, as a regulatory asset, the Company's calculated Pension and Other Postemployment Benefits cost in accordance with TEX. UTILITIES CODE, SECTION 104.059.
  3. The calculation of the asset on this workpaper represents the fiscal year 2013 Towers Watson report versus the cost level approved in GUD No. 10174 for the period October 1, 2012 to June 30, 2013. Please see the Relied Files for the documentation supporting this calculation.
  4. The amortization of this asset will begin when the rates approved in this filing go into effect.
- \* Totals may vary due to rounding.

Weather Zone	Baseload	Annual Baseload per Customer	Monthly Baseload per Customer for WNA	Normalized Volumes Ccf	Normalized Volumes per Customer	Average Customers	Normal HDD	HSF
<u>Residential</u>								
Amarillo	20,155,155	216.64	18.05	72,120,563	775.19	93,036	3,897	0.1433
Lubbock	19,701,788	188.75	15.73	62,103,916	594.98	104,379	3,132	0.1297
Midland	12,821,859	173.76	14.48	40,062,040	542.90	73,793	2,503	0.1475
<u>Commercial</u>								
Amarillo	9,917,438	1,211.03	100.92	28,022,844	3,421.91	8,189	3,897	0.5673
Lubbock	10,633,279	1,142.43	95.20	23,318,552	2,505.33	9,308	3,132	0.4352
Midland	10,597,749	1,583.76	131.98	20,815,603	3,110.75	6,692	2,503	0.6101
<u>Public Authority / State Agency</u>								
Amarillo	1,876,066	3,561	297	6,755,200	12,822.27	527	3,897	2.3765
Lubbock	1,140,453	1,530	128	4,645,834	6,233.93	745	3,132	1.5018
Midland	2,926,097	4,878	406	7,505,295	12,510.56	600	2,503	3.0496

\* City references are to weather zones not rate divisions.



**Regular City Council Meeting**

**6. 4.**

**Meeting Date:** 03/13/2014

---

**Information**

**Agenda Item**

Consider and take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the City Attorney, including but not limited to accepting the resignation of the City Attorney.

**Item Summary**

As stated above.

**Fiscal Impact**

None.

**Staff/Board Recommending**

---

**City of Lubbock, Texas**  
**Contract & Procurement Related Agenda Items**

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3<sup>rd</sup> Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

**Ethics** - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

**Purchasing Thresholds** - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
<b>Professional Services</b>			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
<b>Architectural/Engineering Services</b>			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
<b>Construction</b>			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
<b>Emergencies</b>			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
<b>Interlocal/Real Property</b>			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
<b>Change Orders/Amendments</b>			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

**Public Notice** - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14<sup>th</sup> day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

**Public Works Construction** – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

**Professional Services** - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

**Emergency Purchases** - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

**Sole Source Purchases** - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

**Local Preference** - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

## **Consideration and Award of Bid or Proposal Requests**

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

### **Can a city adopt additional criteria regarding the qualifications of potential bidders?**

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

### **Can the city take into account the safety record of the bidder in making the award?**

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

### **What options does a city have if the lowest bidder has a prior history of poor performance?**

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

#### **What options does the city have if the city receives no bids in response to a request?**

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

#### **What options does the city have if the city receives only one bid or proposal in response to a bid request?**

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

#### **May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?**

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

#### **What is the general procedure for awarding a contract pursuant to competitive bidding?**

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

### **What is the general procedure for awarding a contract pursuant to competitive sealed proposals?**

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

### **Is information contained in a bid or proposal confidential under the Public Information Act?**

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

### **Is information within a bid request concerning historically underutilized businesses confidential?**

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

### **Must bidders be allowed to speak at a city council meeting to explain or defend their bids?**

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.