

**City of Lubbock, Texas
Regular City Council Meeting
Thursday, March 28, 2013**

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



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

<http://www.mylubbock.us>

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

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

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

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

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

1. Executive Session

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
 1. 1. 1. Omni Building located at 1208 14th Street.
 1. 1. 2. Godeke Library located at 6601 Slide Road.
 1. 1. 3. Concerning the bylaws and the articles of incorporation of Lubbock Economic Development Alliance and Market Lubbock Development Corporation and the proposed amendments thereof.
 1. 1. 4. Lone Star Dirt & Paving, Inc.
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. Omni Building located at 1208 14th Street.
 1. 2. 2. Godeke Library located at 6601 Slide Road.
 1. 2. 3. Police Department Headquarters.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.

1.3. 1. City Attorney

1.3. 2. City Manager

1.3. 3. City Secretary

1.4. Hold an executive session in accordance to V.T.C.A. Government Code, Section 551.074 (a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Central Business District Tax Increment Finance Reinvestment Zone Board of Directors, Urban Design & Historic Preservation Commission, and Urban Renewal & Neighborhood Redevelopment Commission.

2. **Proclamations and Presentations**

2.1. Invocation by Senior Pastor Phil McClendon, The Springs Fellowship Church.

2.2. Pledges of Allegiance.

2.3. Presentation of a special recognition to the Lubbock Christian High School Boys and Girls Basketball teams for winning the Texas Association of Private and Parochial Schools 3-A State Championship.

2.4. Presentation of a special recognition recognizing the 2013 Lubbock Arts Festival.

2.5. Presentation of a special recognition commemorating the 2013 Colon Cancer Prevention and Awareness Campaign Kickoff.

2.6. Presentation of a special recognition for Spinal Bifida Awareness.

2.7. Presentation of special recognition to the South Plains Coalition for Child Abuse Prevention for "Lubbock Goes Blue for our Children Day" on April 4, 2013.

2.8. Presentation of a special recognition for Parkinson's Disease Awareness Month in April.

2.9. **Community Development Services Board:**

Raquel Gonzales
Francisco Gutierrez
Sunshine Stanek

Electric Utility Board:

Dwight McDonald

Keep Lubbock Beautiful Advisory Committee:

David Arbecia
Suzanne King
Curtis Langford
Barbara Robertson

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

3. 1. Andrea Garcia will appear before the City Council to discuss Dixie Little League.

4. **Minutes**

4. 1. January 28, 2013 Special City Council Meeting (LEDA)
February 28, 2013 Regular City Council Meeting
March 5, 2013 Special City Council Meeting

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

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2013-00031 Amendment 17 amending the FY 2012-13 Budget respecting the General Fund to provide funding for North and East Lubbock Community Development Corporation; increasing the sales tax revenue estimate; providing for filing; and providing for a savings clause.

5. 1. 1. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute a grant management agreement, and all related documents, by and between the City and North and East Lubbock Community Development Corporation (NELCDC), for community and economic development services.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 18 amending the adopted FY 2012-13 Budget 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; respecting the Capital Program to establish Capital Improvement Project 8583, Milwaukee Bridges: Marsha Sharp Freeway and Spur 327; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 19 amending the adopted FY 2012-13 Budget respecting the Lubbock Power and Light (LP&L) Fund to amend the LP&L Operating Budget for Electric Production Maintenance.

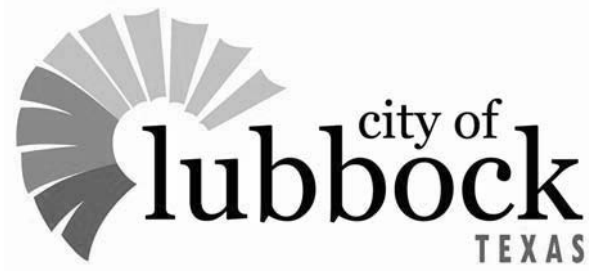
5. 4. **Contract Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11178 with MH Civil Constructors, Inc. for the Lake Alan Henry (LAH) Wildlife Mitigation Area (WMA) Water Distribution Project, BID 13-11178-DG.

5. 5. **Contract Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute Change Order 1 to contract 10839 with Allen Butler Construction, Inc. to re-route a water line and two electrical lines servicing the Lake Alan Henry (LAH) Maintenance Complex.
5. 6. **Contract Resolution - Stormwater Engineering:** Consider a resolution authorizing the Mayor to execute contract 11132 with MH Civil Constructors, Inc., for the Concrete Drainage Channel Repairs Project, RFP 13-11132-MA.
5. 7. **Contract Resolution - Public Works Traffic Engineering:** Consider a resolution authorizing the Mayor to execute purchase order contract 10007893 with Pelco Structural, LLC for traffic signal mast arm assemblies.
5. 8. **Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a portion of 66th Street east of Milwaukee Avenue.
5. 9. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Street Use License with Panda Express, Inc., c/o Panda Restaurant Group, Inc., for the use of a portion of a dedicated street to allow additional parking for the construction of the new Panda Express, 313 University Avenue.
5. 10. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2013-O0029 abandoning and closing a 20-foot underground utility easement located in Block AK Section 42, Lubbock County, adjacent to Tract A, Alcove Park Addition, 32nd and Yuma Avenue.
5. 11. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2013-O0030 abandoning and closing a Lubbock Power & Light (LP&L) switching enclosure easement located in the southeast corner of Tract A, Clayton Homes Addition, 2318 North University Aveune.
5. 12. **Contract Resolution - Purchasing and Contract Management:** Consider a resolution authorizing the Mayor to execute contract 11146 with Baker Office Products for office furniture annual pricing, BID 13-11146-DT.
5. 13. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31014234 with McGavock Auto Group for three mid-size pickups for the Police Patrol Department, BID 13-11075-DG.
5. 14. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31014235 with Grande Ford Truck Sales, Inc. for a telescopic aerial truck with material handler and utility bed for Traffic Operations.
5. 15. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 25100370 with John Deere Company for a tractor and rotary cutter for Aviation.
5. 16. **Contract Resolution - Fire:** Consider a resolution authorizing the Mayor to execute purchase order contract 10008075 with DACO Fire Safety Equipment for carbon fiber SCBA cylinders.
5. 17. **Ordinance 2nd Reading - Planning:** Ordinance 2013-O0032. Consider a request for Zone Case 3200, a request of Felipe Rodriguez for a zoning change from C-3 to C-4 limited to a dance hall and all C-3 uses on the northwest half of Lot 14, and Lots 15 through 18, Block 1, Burleson Osborn Heights Addition (2841 and 2837 Clovis Road).

5. 18. **Resolution - Lubbock Metropolitan Planning Organization:** Consider a resolution authorizing the Mayor to sign an Acceptance of Designated Recipient Status and Certifying Legal Capacity of Designated Recipient.

6. **Regular Agenda**
 6. 1. **Public Hearing 6:30 p.m. - Planning:** Consider a request for Zone Case 3203, a request of Todd Leake for a zoning change from T to M-1 limited to the wholesale of trees and shrubs and a holding yard on 3.4 acres of unplatted land out of Block E-2, Section 21 (north of 125th Street between Indiana Avenue and Flint Avenue) and consider an ordinance.
 6. 2. **Public Hearing 6:30 p.m. - Planning:** Consider a request for Zone Case 2224-E, a request of Quattro Lubbock, LLC for a zoning change from C-2A Specific Use to C-2 on Tract D-2-A, Western Meadows Addition (5605 Slide Road) and consider an ordinance.
 6. 3. **Resolution - Finance:** Consider a resolution accepting the City of Lubbock Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2012.
 6. 4. **Resolution - City Council:** Consider a resolution approving the Amended and Restated Bylaws of Lubbock Economic Development Alliance, Inc. and discuss any further amendments for revisions to the Bylaws or Articles of Incorporation of Market Lubbock Economic Development Corporation.
 6. 5. **Board Appointments - City Secretary:** Consider two appointments to the Animal Services Advisory Board, five appointments to the Board of Health, one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Urban Design & Historic Preservation Commission, and one appointment to the Urban Renewal & Neighborhood Redevelopment Commission.

7. **Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.**
 7. 1. Discuss the manner and means of conducting employee evaluations of the City Manager, City Attorney and City Secretary, including but not limited to; forms to be used, timeline for evaluations to be conducted, directives to the City Manager, City Attorney and City Secretary, timelines for directives to be completed, City policies related to employee evaluations, and the prospect of retaining the services of a professional consultant for assistance in the completion thereof.



**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MARCH 28, 2013 - EXECUTIVE**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1 CENTRAL BUSINESS TIF REINVESTMENT BOARD OF DIRECTORS	DAVIS, MIKE	01.01.15	N/A		RESIGNED/REPLACE	N/A
*	2 URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	HURST, STANCE	02.01.13	0%	SOCIOLOGY / ANTHROPOLOGY	REAPPOINT/REPLACE	Y
*	3 URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	COVINGTON, CHRISTINE	03.01.13	N/A	MORTGAGE BANKING	REPLACE	N/A

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 3/11/2013

Sorted: No Preference

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

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

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

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

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

Qualifications: Members must be at least 18 years of age, a resident of Lubbock County, or own real property in the zone.

APPOINTMENT INFORMATION:

<u>Member Name & Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Davis, Mike (M,A,5)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Mike Davis:
Reginald Dial (M,AA,5) Women's Protective Services

City of Lubbock
 Board and Commission Recruiting Database
 Updated: 1/25/2013
 Sorted: By Preference

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

Central Business District Tax Increment Financing

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

Committee #80 Central Business District Tax Increment Financing Perm./Temp. Board: P

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Cardinal Mr. Tony	Y	9303 Miami Lubbock TX 79424	Cardinal Sports Center 1602 13th St Lubbock TX 79401	Curr: 1/27/2011 - 1/1/2013 2nd: 1/1/2009 - 1/1/2011 1st: 1/1/2007 - 1/1/2009	Y
	Y	(806) 798-8220	(806) 765-6645	Fax: (806) 763-3927	
			CELL		
<i>E-mail tcardinal@cardsports.net</i>					

Davis Mr. Mike	Y	8914 York Pl Lubbock TX 79424	Watson-Sysco Foods 714 2nd Place Lubbock TX 79401	Curr: 1/1/2013 - 1/1/2015 2nd: 1/27/2011 - 1/1/2013 1st: 1/1/2009 - 1/1/2011	Y
	Y	(806) 798-1701	(806) 712-1400	Fax:	
			CELL		
<i>E-mail davis.mike@wtx.sysco.com</i>					

Noble Mr. Brent	Y	4001 69th St. Lubbock TX 79413	Service Title 4101 84th St Lubbock TX 79423	Curr: 1/1/2012 - 1/1/2014 2nd: 1/1/2010 - 1/1/2012 1st: 1/1/2008 - 1/1/2010	Y
	Y	(806) 795-8748	(806) 798-3227	Fax: (806) 798-2928	
	Y		CELL		
<i>E-mail</i>					

Pope Mr. Daniel	N	3211 21st St Lubbock TX 79410	Benchmark Business Solution 1607 Broadway Lubbock TX 79401	Curr: 8/23/2012 - 1/1/2014 2nd: - 1st: -	Y
	Y	(806) 793-9847	(806) 744-8744	Fax: (806) 744-4707	
	Y		CELL		
<i>E-mail dpope@benchmarkwtx.com</i>					

Taylor Mr. Robert	Y	4608 96th St Lubbock TX 79424		Curr: 1/1/2012 - 1/1/2014 2nd: 1/1/2010 - 1/1/2012 1st: 1/1/2008 - 1/1/2010	Y
	N	(806) 794-1720	(806) 472-5900	Fax:	
	N		CELL		
<i>E-mail rtaylor@unitedtexas.com</i>					

Chair/Pres: Robert Taylor	Staff Liaison: Cheryl Brock
Vice Chair/V.P.:	Term: 2 Years
Sec./Treasurer:	Ex-Officio Mbr.:
Council appoints Chair; Brent Noble 1st term 1.02-1.04, 1.04-1.06, 01.06-01.08; Robert Taylor 1st term 4.28.05-1.06, 1.06-1.08; Mike Davis 1st term 04.28.05-01.01.07, 01.07-01.09; Tony Cardinal 1st term 01.10.05-01.01.07;	
Council consensus - Members can serve more than 2 terms.	

URBAN DESIGN & HISTORIC PRESERVATION COMMISSION

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	90.9% (10)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	9.1% (1)
Other	3.7%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	64.0% (7)
Female	51.5%	53.0%	26.8%	36.0% (4)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	18.2% (2)
District 2	16.4%	12.7%	3.2%	9.1% (1)
District 3	16.3%	16.1%	14.6%	18.2% (2)
District 4	17.0%	17.0%	21.3%	18.2% (2)
District 5	16.7%	19.4%	28.7%	18.2% (2)
District 6	17.2%	19.9%	16.6%	9.1% (1)
Other/Unknown	0.0%	0.0%	3.8%	9.1% (1)

PURPOSE:

Permanent advisory board with officer of city status serves as advisory committee to Planning and Zoning Commission; recommends buildings, structures, sites, districts, areas and lands within city which may be eligible for designation as historic landmarks and historic landmark districts and reviews applications for rehabilitation, renovation or expansion of landmark buildings.

QUALIFICATIONS: Seven representatives shall possess special interest, knowledge or expertise in architecture, urban planning, history or political science, archeology or paleontology, sociology or anthropology, building construction, and landscape architecture. Four members shall be at large residents within the city of Lubbock. All members must possess knowledge and experience in the architectural, landscape architectural, archeological, cultural, social, economic, ethnic or political history of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Hurst, Stance (M,A,4)	Sociology / Anthropology	0%*	Y	Reappoint/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Stance Hurst, Sociology / Anthropolgy:
Michael Jordan (Application Pending)

*All absences were excused.

Urban Design/Historic Preservation Commission

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Group	6
1210		Clark	Melanie	F	A		50-59	Architecture Librarian	TTU Libraries	6
0503		Downey	Nancy	F	A	E	50-59	Registered Dietician	Early Childhood Interven	1
0602		Hill	Russell	M	A	C	30-39	Web Designer	Lubbock AJ	3
Second Preference:										
0808		Clary	Sue	F	A		60+	Volunteer		5
1208		Gonzales	Armando	M	H		50-59			2
1206		Scott	Gretchen	F	A		60+	Retired		4
0901		Whittenbur	Kristin	F	A		30-39	Senior Education Specialis	Region 17	6
Third Preference:										
0906		Brown-Mey	Casey	M	A		40-49	Sales Manager	All Star Auto Glass	4
1005		Bruegel	Jon	M	A		18-29	Student		4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
1004		Davis	Jon	M	A		40-49	Accountant	Capital Farm Credit	3
0910		Hail	Brian	M	A		30-39	Insurance Agent	Brian Hail State Farm	3
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
0609		Schellhase	Scott	M	A		50-59	Architect	SLS Partnership	5
1206		Seideman	Jake	M	A		30-39		Hugo Reed & Assoc.	5
Fourth Preference:										
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2
Fifth Preference:										
0906		Clark	Timothy	M	A		40-49	CADD Tech	Parkhill, Smith & Cooper	3
0909		Cole	Ronald	M	A		18-29	Agent	Mass Mutual Financial S	6
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
0609		Villalobos	Esteban	M	H			Tile Setter's Apprentise	Custom Tiling	2
Sixth Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1208		Chavez	Naomi	F	H		18-29	Intern	South Plains Associatio	2
1211		Gonzales	Raquel	F	H		18-29	Volunteer		1
0806		Kelly	David	M	A		30-39	Department Supervisor	Texas Tech University	6
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
0803		Sosebee	Rick	M	A		50-59	Fire Protection Contractor	Koetter Fire Protection	3

Committee #42 Urban Design/Historic Preservation Commission

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

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
MEMBER AT LARGE					
Adams Mr. Charles	Y	601 Avenue J Lubbock TX 79401	Charles Adams Gallery 4210 82nd Street Lubbock TX 79423	Curr: 2/1/2012 - 2/1/2014 2nd: - 1st: 2/1/2010 - 2/1/2012 Fax:	N
	Y	(806) 252-9939	(806) 788-1008		
			<i>CELL</i>		
<i>E-mail lubbart@yahoo.com</i>					
LANDSCAPE ARCHITECT					
Barber Mr. Virgil	Y	4809 19th St. #14 Lubbock TX 79404	Avante 8201 Quaker Ave. Suite 110 Lubbock TX 79424	Curr: 2/1/2012 - 2/1/2014 2nd: - 1st: 3/25/2010 - 2/1/2012 Fax: (806) 794-6301	N
	Y	(806) 792-6500	(806) 794-6300		
			<i>CELL</i>		
<i>E-mail</i>					
MEMBER AT-LARGE					
Brink Ms. Pamela	N	2707 54th Street Lubbock TX 79413	Associated Author & Editors 2301 Broadway Lubbock TX 79401	Curr: 2/1/2012 - 2/1/2014 2nd: - 1st: 2/1/2010 - 2/1/2012 Fax: (806) 744-3030	N
	N	(806) 793-0899	(806) 747-9200		
			<i>CELL</i>		
<i>E-mail aae1@nts-online.net</i>					
HISTORY / POLITICAL SCIENCE					
Carlson Mr. Paul	Y	3 E. Brookhollow Drive Ransom TX 79366		Curr: 2/1/2011 - 2/1/2013 2nd: - 1st: - Fax:	Y
	Y	(806) 829-2463			
	N		<i>CELL</i>		
<i>E-mail</i>					
URBAN PLANNER					
Henry Ms. Jane	Y	5233 20thn Street Lubbock TX 79407	Jane Henry Design	Curr: 8/8/2012 - 2/1/2014 2nd: - 1st: - Fax:	Y
	Y	(806) 780-1111	(806) 780-1111		
	Y		<i>CELL</i>		
<i>E-mail</i>					

Chair/Pres:	Scott White	Staff Liaison:	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	Term:	2 Years
Sec./Treasurer:		Ex-Officio Mbr.:	

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

Last Update:12/28/2012

Committee #42 Urban Design/Historic Preservation Commission

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

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
SOCIOLOGY/ANTHROPOLOGY			Museum of TTU	Curr: 2/24/2011 - 2/1/2013	Y
Hurst	Y	7406 Waco Avenue Apt.A	Box 43191	2nd: -	
Mr. Stance		Lubbock TX 79423	Lubbock TX 79423	1st: -	
	N			Fax: (806) 742-1136	
	Y	(806) 224-5109	(806) 742-1117		
	Y		CELL		
<i>E-mail</i>					
BUILDING CONSTRUCTION			Ferguson Enterprises, Inc.	Curr: 2/1/2012 - 2/1/2014	N
Ingram	N	7020 95th St.	6002 42nd St	2nd: 2/1/2010 - 2/1/2012	
Ms. Brianna		Lubbock TX 79424	Lubbock TX 79407	1st: 4/27/2009 - 2/1/2010	
	Y	(806) 789-2832	(806) 784-3140	Fax: (806) 788-0516	
			CELL		
<i>E-mail brianna.ingram@ferguson.com</i>					
ARCHEOLOGIST/PALANTOLOGY			Texas Tech Museum	Curr: 4/26/2012 - 2/1/2014	Y
Mueller	Y	5020-D Kenosha Ave	3301 4th Street	2nd: -	
Mr. Bill		Lubbock TX 79413	Lubbock TX 79415	1st: -	
	Y	mueller.bd@gmail.com	(806) 742-2442	Fax: (806) 742-1136	
	Y	(806) 787-9551			
	Y		CELL		
<i>E-mail bill.mueller@ttu.edu</i>					
AT LARGE				Curr: 3/9/2012 - 2/1/2014	Y
Nathan	Y	2113 E. 29th Street		2nd: -	
Ms. Jeanette		Lubbock TX 79404		1st: -	
	Y			Fax:	
	Y	(806) 782-5660			
	Y		CELL		
<i>E-mail jxnath1142@yahoo.com</i>					
ARCHITECT			Texas Tech University	Curr: 2/1/2011 - 2/1/2013	N
White	Y	2813 24th Street	MS 2091	2nd: -	
Dr. John		Lubbock TX 79410	Lubbock TX 79409	1st: 3/23/2009 - 2/1/2011	
	Y	(806) 793-6168	(806) 742-3136	Fax: (806) 742-2855	
			CELL		
<i>E-mail john.white@ttu.edu</i>					

Chair/Pres:	Scott White	Staff Liaison:	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	Term:	2 Years
Sec./Treasurer:		Ex-Officio Mbr.:	

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

Last Update:12/28/2012

Committee #42 Urban Design/Historic Preservation Commission

Perm./Temp. Board: P

Confidential?

Home

Business

*Reappt
Elig.*

MEMBER AT LARGE

**White
Mr. Scott**

Y 2614 Ridge Road
Lubbock TX 79403

Y (806) 741-0405

**National Ranching Heritage Ce
3121 4th Street
Lubbock TX 79409**

(806) 742-0498

CELL

Curr: 2/1/2011 - 2/1/2013 **Y**
2nd: -
1st: 2/12/2009 - 2/1/2011

Fax: (806) 742-0616

E-mail

Chair/Pres:	Scott White	Staff Liaison:	Andrew Paxton
Vice Chair/V.P.:	Brianna Ingram	Term:	2 Years
Sec./Treasurer:		Ex-Officio Mbr.:	

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

Last Update:12/28/2012

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	77.8% (7)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	22.2% (2)
Other	15.6%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	66.7% (6)
Female	51.5%	53.0%	26.8%	33.3% (3)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	22.2% (2)
District 2	16.4%	12.7%	3.2%	11.1% (1)
District 3	16.3%	16.1%	14.6%	11.1% (1)
District 4	17.0%	17.0%	21.3%	11.1% (1)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	11.1% (1)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

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

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

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Covington, Christine (F,A,5)	Mortgage Banking	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Christine Covington, Mortgage Banking:

Larissa Cable (F,A,5) Prime West Mortgage

Urban Renewal / Neighborhood Redevelopment Commission

Date Refer	Key	Last Name	First Name	Gender	Ethnic	Quad	Age Range	Occupation	Business	Council District
				M/F	A,H,AA,O					
First Preference:										
1302		Cable	Larissa	F	A		30-39	Mortgage Loan Officer	Prime West Mortgage	5
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1209		Curtis	Andrew	M	A		30-39	Attorney	Craig, Terrill, Jole and G	5
1004		Davis	Jon	M	A		40-49	Accountant	Capital Farm Credit	3
1208		Gonzales	Armando	M	H		50-59			2
0609		Hurt	William	M	A		30-39	Police Officer	Lubbock PD	3
1010		Kotal	Clint	M	A		18-29	Hospital Administration	Covenant Health Syste	4
0804		Oatman	Mark	M	A			Financial Advisor	Merrill Lynch	3
1206		Randolph	Brandale	M	AA		30-39	Executive Director	Project: Poverty	5
Second Preference:										
1002		Brenner	Ivey	M	A		18-29	Real Estate Development	Tao Development Grou	6
1207		Dial	Reggie	M	AA		30-39	Community Education	Women's Protective Ser	5
0803		Hester	Steve	M	A	S	50-59	Forms Manufacturing	Caprock Business Form	5
0602		Howard	Dennis	M	A	S	50-59	Retired	Retired	4
1003		Mitchell	Bret	M	A		40-49	Self Employed	Queso's	4
0405		Pearson	Neale	M	A	C	60+	Semi-Retired Professor	Semi-Retired Professor	3
Third Preference:										
1108		Amor	Cherif	M	O		50-59	Dept. Chair/Assoc Prof.	Texas Tech	5
0803		Baker	Robert	M	A	C	50-59	ICU Nurse	Lubbock Heart Hospital	4
1112		de Riese	Cornelia	F	A		50-59	Physician	Comprehensive Family	3
1302		Flores	Isaac	M	H		18-29	Section Coordinator	The Office of Communit	6
0803		Lunsford	Jeremy	M	A			Student	LNG Productions Inc.	3
1011		Nash	Bennie	M	AA		60+	Retired	Inner Circle - Human Se	3
0509		Pena	Esther	F	H	S	30-39	Sales & Marketing Manage	Amerigroup	5
1004		Williams	Herbert	M	AA		40-49	Correctional Officer	TX Dept of Criminal Just	2
Fourth Preference:										
1005		Bruegel	Jon	M	A		18-29	Student		4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0707		Jacks	Holly	F	A			Registered Nurse	Covenant Emergency	5
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
Fifth Preference:										
1112		Frye	Kate	F	A		50-59	Retired		5
0905		Marberry	William	M	A		18-29	Realtor	Coldwell Banker	3
1301		Powell	Joseph	M	A		30-39	Insurance	Scott Powell State Farm	5
0803		Sosebee	Rick	M	A		50-59	Fire Protection Contractor	Koetter Fire Protection	3
Sixth Preference:										
1206		Lavery	Peter	M	A		50-59	Department Director - UM	UMC	1
1208		Lopez	Tammy	F	A		40-49	House Cleaning		3
0907		Melendez	Jill	F	A		18-29	Social Worker	Montford Psychiatric Pri	6
1002		Tidwell	Joseph	M	A		18-29	Project Manager	Tao Development Grou	3

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

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>	<i>Reappt Elig.</i>
ENGINEER				
Borhani Mr. Marcus		4504 9th Street Lubbock TX 79416 (806) 794-7115	X-Fab Texas, Inc 2301 N. University Lubbock TX 79415 (806) 747-4400	Curr: 12/6/2012 - 3/1/2013 2nd: - 1st: - Fax: (806) 747-3111
<i>E-mail</i> marcus.borhani@xfab.com				
MORTGAGE BANKING				
Covington Ms. Christine	N	6812 87th Street Lubbock TX 79424 (806) 788-2607 (806) 548-6284	Plains Capital Mortgage 4010 82nd Street, Unit 110 Lubbock TX 79423 (806) 791-7285	Curr: 3/1/2011 - 3/1/2013 2nd: - 1st: 6/11/2009 - 3/1/2011 Fax: (806) 247-0608
<i>E-mail</i> ccovington@primelending.com				
GENERAL PUBLIC				
Ferguson Mr. Gary	Y	2117 28th St Lubbock TX 79411 (806) 687-0943	Parkhill, Smith & Cooper 4222 85th St Lubbock TX 79423 (806) 473-2200	Curr: 3/1/2012 - 3/1/2014 2nd: 3/1/2010 - 3/1/2012 1st: 3/1/2008 - 3/1/2010 Fax: (806) 473-3500
<i>E-mail</i> gferguson@team-psc.com				
REAL ESTATE				
Givens Mr. R.J.	Y	1701 East 26th Street Lubbock TX 79411 (806) 762-2967 (806) 778-0824	(806) 763-8430	Curr: 3/1/2012 - 3/1/2014 2nd: - 1st: 3/1/2010 - 3/1/2012 Fax:
<i>E-mail</i> givreal@aol.com				
LEGAL				
Hunter Mr. Patrick		2119 69th Street Lubbock TX 79412 (806) 745-2537	Texas Dept. of Criminal Justice 8602 Peach Street Lubbock TX 79404 (806) 745-1021	Curr: 8/23/2012 - 3/1/2013 2nd: - 1st: - Fax:
<i>E-mail</i> patrick.hunter1@suddenlink.net				

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

	<i>Confidential?</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
GENERAL PUBLIC					
Kiesling Ms. Juanita	N	5111 97th St Lubbock TX 79424	WestMark, Realtors 4105 84th St Lubbock TX 79423	Curr: 3/1/2011 - 3/1/2013 2nd: - 1st: -	Y
	N		(806) 794-3300	Fax: (806) 794-5550	
	Y	(806) 794-2618			
	Y	(806) 239-3540	CELL		
<i>E-mail nkiesling@westmarkcommerci</i>					
ACCOUNTING					
Nugent Ms. Sheri	Y	903 East Kent Lubbock TX 79403	Lubbock Chamber of Commer 1301 Broadway, Suite 101 Lubbock TX 79401	Curr: 3/1/2012 - 3/1/2014 2nd: - 1st: 3/1/2010 - 3/1/2012	Y
	Y	(806) 789-7903	(806) 761-7004	Fax: (806) 761-7013	
	Y		CELL		
<i>E-mail sheri.nugent@lubbockbiz.org</i>					
GENERAL PUBLIC					
Stanley Mr. Maurice	N	3801 25th Street Lubbock TX 79410		Curr: 3/1/2012 - 3/1/2014 2nd: - 1st: 9/8/2011 - 3/1/2012	Y
	N			Fax:	
	N	(806) 241-4839			
	N		CELL		
<i>E-mail</i>					
RESIDENTIAL CONSTRUCTION					
Vitale Mr. Jeffrey	Y	4422 79th Street Lubbock TX 79424	602 Indiana Lubbock TX	Curr: 3/1/2011 - 3/1/2013 2nd: - 1st: 3/1/2009 - 3/1/2011	N
	Y	(806) 795-9765	(806) 241-0282	Fax:	
<i>E-mail brandijeff@hotmail.com</i>					

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

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
January 28, 2013
8:30 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 28th of January, 2013, at the Wells Fargo Center, 1500 Broadway, 5th Floor - Suite 501, Lubbock, Texas at 8:30 a. m.

8:30 A.M. CITY COUNCIL CONVENED

Wells Fargo Center, 1500 Broadway, 5th Floor - Suite 501, Lubbock, Texas

Present: Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Assistant City Manager Quincy White; City Secretary Rebecca Garza; City Attorney Sam Medina

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

This was a meeting of the Lubbock Economic Development Alliance (LEDA). A quorum of Council Members attended and participated in discussions during the meeting in which the Board considered an discussed the topics as shown below.

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

- *1.1; Executive Session; and 3.1-3.2*
- *Items 3.3-3.11 were deleted.*

1. MINUTES

- 1. 1.** Approval of the minutes of the December 10, 2012 LEDA Board of Directors Meeting and the January 8, 2013 Special Called Board of Directors Meeting.

Motion by Jim Gilbreath, seconded by Les Eubank, to approve the December 10, 2012 LEDA Board of Directors Meeting and the January 8, 2013 Special Called Board Meeting minutes.

Vote: 6 - 0 Motion carried by the Board.

2. EXECUTIVE SESSION

The meeting was called into a closed session at 8:33 a.m. under the provisions of Section 551, Texas Government Code. The meeting recessed at 9:00 a.m. and reconvened into a public session at 9:30 a.m.

2. 1. The Board will recess into executive session in accordance with Texas Government Code Section 551.087 to (1) discuss or deliberate in regard to commercial or financial information that LEDA has received from business prospects seeking to locate, stay or expand, in the Lubbock area, or, (2) to deliberate the offer of a financial or other incentive to business prospects described in (1) above. This will include the project update, monthly activity report and quarterly reports of Kenny McKay, Director of Business retention, and Mike Hatley, Director of Business Recruitment. Others may also participate in this report including but not limited to, John Osborne, Elizabeth Huff, Carolyn Rowley, Chad Walker, Terri Duncan, Holly Givens, and Quincy White.

3. **REGULAR AGENDA**

3. 1. Consider a resolution to approve the December 2012 LEDA Financial Report.

Jana Johnston, LEDA Chief Financial Officer, gave a presentation on the December 2012 LEDA Financial Report and answered questions from the Board.

Motion by David Sharbutt, seconded by Jim Gilbreath to approve the LEDA December 2012 Financial Report as presented.

Vote: 6 - 0 Motion carried

3. 2. Presentation of project update and monthly activity report of Workforce Development.

Terri Duncan, LEDA Director of Workforce Development, gave comments and answered questions from the Board.

- a. Consider a proposal from EMSI for a web-based economic analysis software program.

Terri Duncan, LEDA Director of Workforce Development, gave comments and answered questions from the Board.

The Special City Council Meeting was adjourned before a vote was taken by the Board.

3. 3. Presentation of project update and monthly report of Marketing activities.

***This item was deleted.**

3. 4. Consider resolution to rescind the Performance Agreement for Scott Manufacturing.

***This item was deleted.**

3. 5. Consider action, if needed, including the adoption of resolutions, to offer financial and other incentives to business prospects or other matters considered in Executive Session.

- a. Ratify Performance Agreement for Covenant Health that was approved August 27, 2012 and executed by Covenant Health.

***These items were deleted.**

3. 6. Consider Amendment to Resolution 12-42 to revise procedures related with project approval.

***This item was deleted.**

3. 7. Consider a resolution to amend Article II and Section 9 of the Bylaws related to reporting of projects.

***This item was deleted.**

3. 8. Discussion of annual projects review in light of the corporations tax exempt purpose and statutory purpose and private inurement definitions as assessment of year to date projects in fulfilling LEDA purposes of economic development.

***This item was deleted.**

3. 9. Discuss and consider action, if needed, on matters relating to the Lubbock Business Park owned by LEDA, including but not limited to, plans for current and possible future uses of the land, zoning, platting, mapping, marketing, access to and from the Lubbock Business Park, services and utilities to and from the park, and any other matters related to the possible uses of the land by LEDA as the Lubbock Business Park and the Lubbock Rail Port. This discussion and possible action on matters involving the Lubbock Business Park and the Lubbock Rail Port may include but not limited to the following items:

- a. Discuss the current status of the plans for developing the parks.
- b. Discuss the current status of efforts to use the parks by businesses.
- c. Update on the progress of the Lubbock Business Park and any matters related to contractors and/or contracts.
- d. Discussion and action if needed, on proposed future development of the Lubbock Business Park and Lubbock Rail Port with construction and engineering projects and related contracts, projects related to the LEDA project at the Lubbock Rail Port.

***These items were deleted.**

3. 10. Architectural Design Committee Report

***This item was deleted.**

3. 11. CEO Report

***This item was deleted.**

9:50 A.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 28, 2013
3:00 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 28th of February, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

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

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

- *Executive Session; 2.1-2.7; 2.10; 2.8-2.9; Citizen Comments (3.1-3.2); Sign-ups (3.3); 4.1; 6.10; 7.1; 6.1-6.4; 6.6-6.8; 6.5; 5.7-5.8; 5.11-5.12; 5.1-5.6; 5.9-5.10; 6.9; and 6.11-6.13.*

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. Civil Action No. 5-13CV0030-C Jerry Williams and Crystal McKinzie as the parents of Jamar McKinzie, Plaintiffs vs. City of Lubbock Police Department; Jennifer Breazeale in her official capacity, Defendants.
 1. 1. 2. Concerning the bylaws and the articles of incorporation of Lubbock Economic Development Alliance and Market Lubbock Development Corporation and the proposed amendments thereof.
 1. 1. 3. Omni Building located at 1208 14th Street.
 1. 1. 4. City Council's authority concerning City of Lubbock appointees and employees.
 1. 1. 5. Lone Star Dirt & Paving, Inc.

1. 1. 6. Case No. SA06CA0381 OG, City of San Antonio, Texas.
1. 1. 7. City Bank Auditorium and City Bank Coliseum.
1. 1. 8. Appaloosa Development, LP and Lubbock Water Rampage, LLC v. City of Lubbock, Texas, Cause No. 2011-559,102; 99th District Court; Lubbock County, Texas.
1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
1. 2. 1. Real property interests in the vicinity of Slide Road and Marsha Sharp Freeway, Lubbock, Lubbock County, Texas, for the purposes of water development, pumping, and control.
1. 2. 2. Omni Building located at 1208 14th Street.
1. 2. 3. City Bank Auditorium and City Bank Coliseum.
1. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074 (a)(1), to discuss personnel matters and take appropriate action.
1. 3. 1. City Attorney
1. 3. 2. City Manager
1. 3. 3. City Secretary
1. 3. 4. City Council's authority concerning City of Lubbock appointees and employees.
1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Electric Utility Board, North Overton Tax Increment Finance Reinvestment Zone Board of Directors, and Urban Renewal & Neighborhood Redevelopment Commission.

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

2. Proclamations and Presentations

2. 1. Invocation by Pastor Wesley Bygel, Lubbock Baptist Temple.

Pastor Wesley Bygel, Lubbock Baptist Temple, 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. **Health & Educational Facilities Development Corporation:**

James Schneider (Presented by Council Member Latrelle Joy)

Urban Design & Historic Preservation Commission:

Scott Schellhase

2. 4. Presentation of special recognition to John Michael Getz for being chosen to participate in the United States Senate Program in Washington, D.C. in March, 2013.

Mayor Robertson presented special recognition to John Michael Getz for being chosen to participate in the United States Senate Program in Washington, D.C. in March, 2013. Mr. Getz expressed his appreciation to the Mayor and City Council and spoke about his upcoming trip to Washington, D.C.

2. 5. Presentation by the Lubbock Apartment Association presenting the donation of funds from the Mayor's State of the City Address to the Honor Flight for 2013.

Mayor Robertson along with Lisa McDonald, President of the Lubbock Apartment Association, presented a \$6,500 check on behalf of the Lubbock Apartment Association to the 2013 Honor Flight from proceeds of the Mayor's State of the City Address. Members of the Honor Flight appeared to accept the check.

2. 6. Presentation of special recognition of Shane Bell, City Water Department, for receiving the Texas Water Utilities Association, Outstanding New Professional Award for 2012.

Mayor Robertson presented a special recognition to Shane Bell, City Water Department, for receiving the Texas Water Utilities Association Outstanding New Professional Award for 2012. Mr. Bell appeared to accept the recognition.

2. 7. Presentation of special recognition to Randy Henson for his service to the City of Lubbock.

Mayor Robertson presented a special recognition to Randy Henson, Director of Planning, for his service to the City of Lubbock. Mr. Henson gave comments on his years with the City, and thanked the Council and his colleagues for their years of support.

2. 8. Presentation of a special recognition to Scout Master Gary Hanson and Boy Scout Troop 590.

Council Member Todd R. Klein presented special recognition to Scout Master Gary Hanson and Boy Scout Troop 590 for their interest in Municipal Government. The group was also joined by the Boy Scouts of Parkway-Guadalupe.

2. 9. Presentation of special recognitions to community organizations and individuals who held events celebrating Black History Month in Lubbock.

Council Members Floyd Price and Todd R. Klein presented a special recognition to various community organizations and individuals who held events celebrating Black History Month in Lubbock. Dwight McDonald, President of 100 Black Men; and Rose Wilson, representing the NAACP, gave comments on the importance of celebrating Black History Month and thanked the Council as well as the community.

2. 10. Presentation of special recognition to Mayor Pro Tem Karen Gibson recognizing her Texas Municipal League achievement.

Mayor Robertson presented a special recognition to Mayor Pro Tem Karen Gibson for her Texas Municipal League (TML) achievement. Mayor Pro Tem Gibson gave comments regarding TML and her future goals with the organization.

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

3. 1. Maurice Stanley will appear before the City Council to discuss maintenance issues.

Maurice Stanley appeared before Council to discuss City maintenance issues.

3. 2. Mikel Ward will appear before the City Council to discuss the tax implications and options of City facilities.

Mikel Ward appeared before Council to discuss the tax implications and options of City facilities.

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

- Debbie Bartholomew appeared before Council to discuss issues regarding her deceased mother.
- Alys Stuart appeared before Council to discuss oil and gas leases.

4. **Minutes**

4. 1. January 31, 2013 Regular City Council Meeting
February 8, 2013 Special City Council Meeting (Fire Pinning Ceremony)

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve the January 31, 2013 Regular City Council Meeting minutes; and the February 8, 2013 Special City Council Meeting (Fire Pinning Ceremony) minutes.

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 5.7-5.8; and 5.11-5.12.

Vote: 7 - 0 Motion carried

- 5. 1. Budget Ordinance Amendment 1st Reading - Finance :** Ordinance No. 2013-O0025, Amendment 15, respecting the Grant Fund, to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children (ICAC) Task Force Grant; accept and appropriate funding from the Federal Transit Administration (FTA) for the FY 12 Section 5309 State of Good Repair Grant; reduction in the FY 2012-13 Master Lease program; General Fund increase in utilization of net assets; Solid Waste Fund increase in utilization of net assets; Wastewater Fund increase in utilization of net assets; Water Fund increase in utilization of net assets; Cemetery Fund increase in utilization of net assets; Fleet Fund increase in utilization of net assets; Civic Center Fund increase in Utilization of net assets; providing for filing; and providing for a savings clause.

Cheryl Brock, Budget Director; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2013-O0025 with the following amendment:

- to delete, "General Fund increase in utilization of net assets"

Motion by Council Member Latrelle Joy, seconded by Council Member Victor Hernandez to approve Ordinance No. 2013-O0025 with an amendment to indefinitely postpone Item No. III in the agenda backup, stating the following:

- Item III - "Amend the FY 2012-13 Master Lease Program by decreasing master lease funding by \$12,572,580, from \$15,384,544 to \$2,811,964 to change the funding source to utilization of net assets in the following funds; increase General Fund utilization of net assets by \$4,992,537; increase Solid Waste Fund utilization of net assets by \$4,923,890, increase Wastewater Fund utilization of new assets by \$1,455,653; increase Water Fund utilization of net assets by \$1,063,500; increase Cemetery Fund utilization of new assets by \$52,000; increase Fleet Fund utilization of net assets by \$45,000; and increase the Civic Center Fund utilization of net assets by \$40,000."

Vote: 4 - 3 Motion carried

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

Vote was then taken on the main motion, which as a result of the previous motion to indefinitely postpone Item III, is now to approve Ordinance No. 2013-O0025, items I & II only.

- Item I - "Accept and appropriate and additional \$10,000 from the Dallas Police Department, funded by the Department of Justice, for the ICAC Task Force Grant, for a total grant appropriation of \$31,000. The ICAC Task Force is a grant program funded under an award by the Department of Justice through the Office of Juvenile Justice and Delinquency Prevention under the Federal Missing and Exploited Children's Program to target child solicitation and child pornography over the Internet in Texas."
- Item II - "Accept and appropriate \$875,000 from the FTA for the FY 12 Section 5309 State of Good Repair Grant. The funds will be used for the rehabilitation of CitiBus administrative and maintenance facilities that were originally constructed in 1932. The Texas Department of Transportation awarded the City of Lubbock 175,000 Transportation Development Credits (TDC) to be used as a local match. The TDC agreement was approved at the January 10, 2013, City Council Meeting."

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Karen Gibson

- 5. 2. Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2013-O0026, Amendment 16, amending the Adopted FY 2012-13 Budget respecting the Fire Pay Plan to provide for greater separation in pay between Battalion Chief, Division Chief, and Deputy Chief; and position control by increasing Battalion Chiefs by one position, and decreasing Captains by one position.

Mike Kemp, Fire Chief, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0026.

Vote: 7 - 0 Motion carried

- 5. 3. Resolution - Finance :** Resolution No. 2013-R0081 authorizing publication of Notices of Intention to Issue Tax and Waterworks System Surplus Revenue Certificates of Obligation, General Obligation Bonds, and Electric Light and Power System revenue bonds.

Pam Moon, Director of Finance; Jerry V. Kyle, Bond Counsel; Chad Sales, Electrical Utility Financial Analyst; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0081.

Vote: 7 - 0 Motion carried

- 5. 4. Resolution – Finance :** Resolution No. 2013-R0082 expressing intent to finance expenditures to be incurred for projects approved by the City Council in the FY 2012-13 Operating Budget Amendment, Ordinance 2012-O0143, and to reimburse itself from the proceeds of obligations that will be issued in a subsequent period.

Cheryl Brock, Budget Director; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2013-R0082.

Vote: 7 - 0 Motion carried

- 5. 5. Contract Resolution – Finance :** Resolution No. 2013-R0083 authorizing the Mayor to execute contract 11076, a Master Lease Agreement, between the City and Banc of America Public Capital Corp, RFP 13-11076-DT.

Pam Moon, Director of Finance; Cheryl Brock, Budget Director; Lee Ann Dumbauld, City Manager; and Jerry V. Kyle, Bond Counsel, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2013-R0083.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Todd R. Klein

5. 6. **Ordinance 1st Reading – Right-of-Way** : Ordinance No. 2013-O0016 abandoning and closing portions of 5th Street, Avenue U, and two alleys, within or adjacent to Blocks 34, 35, 62, and 63 Overton Addition, 2104 5th Street.

Marc McDougal, President of McDougal Realtors, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0016.

Vote: 7 - 0 Motion carried

5. 7. **Contract Resolution - Public Works Engineering:** Resolution No. 2013-R0077 authorizing the Mayor to execute contract 11134 with Lone Star Dirt and Paving, Ltd., of Lubbock, Texas, for the McAlister Park Master Cut and Fill Project, RFP 13-11134-DG.

5. 8. **Contract Resolution - Public Works Engineering:** Resolution No. 2013-R0078 authorizing the Mayor to execute contract 11196 with SGS Engineering, LLC, for the design of phase 2 of the downtown utility duct system.

5. 9. **Resolution - Civic Center** : Resolution No. 2013-R0084 authorizing the Mayor to execute a lump sum price contract 10604 with Centennial Moisture Control, Inc., to provide repairs to the Lubbock Memorial Civic Center Pedestrian Walkway, BID 12-10604-DT.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0084.

Vote: 6 - 0 Motion carried

Other: Council Member Todd R. Klein (RECUSE)

5. 10. **Contract Resolution - Civic Center** : Resolution No. 2013-R0085 authorizing the Mayor to execute a job order contract 13-11175-JOC with Minnix Commercial Partners, Ltd., to provide renovations to the Civic Center Plaza area at the Lubbock Memorial Civic Center.

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

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve Resolution No. 2013-R0085.

Vote: 7 - 0 Motion carried

5. 11. **Contract Resolution - Solid Waste** : Resolution No. 2013-R0079 authorizing the Mayor to execute contract 11159 with BWI Companies, Inc. to provide alternate daily cover material at the landfill, BID 13-11159-RH.

5. 12. **Contract Resolution - Fleet Services** : Resolution No. 2013-R0080 authorizing the Mayor to reject all bids for Refuse Collection Packer Bodies, ITB 13-11106-RH.

6. **Regular Agenda**

- 6. 1. Public Hearing 6:30 p.m. - Planning :** Zone Case 3047-E, Ordinance No. 2013-O0017 - a request of AMD Engineering, LLC, for George McMahan for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes with reduced rear setback for third car garage units, reduced side setback on corner lots on 1.42 acres, R-1 Specific Use for reduced front and side setbacks, and reduced rear setbacks for third car garage units from the alley on 29.08 acres of unplatted land out of Block E-2, Section 23 (north of 122nd Street between Slide Road and Quaker Avenue) and consider an ordinance.

Mayor Robertson opened the public hearing at 8:45 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:46 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0017.

Vote: 7 - 0 Motion carried

- 6. 2. Public Hearing 6:30 p.m. - Planning :** Zone Case 3048-E, Ordinance No. 2013-O0018 - a request of McDougal Land for a zoning change from R-2 and A-1 to A-3 Specific Use for apartments on Lots 13 through 24 of Block 63, Lots 13 through 24 of Block 34, Blocks 35, and 62 and half of the adjacent right-of-way, Overton Addition (5th Street between Avenue T and Avenue V) and consider an ordinance.

Mayor Robertson opened the public hearing at 8:45 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:46 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0018.

Vote: 7 - 0 Motion carried

- 6. 3. Public Hearing 6:30 p.m. - Planning :** Zone Case 3118-A, Ordinance No. 2013-O0019 - a request of Hugo Reed and Associates, Inc., for FP Investors I, LLC for a zoning change from R-1 Specific Use to R-2 Specific Use for reduced setbacks for duplexes on 17.5 acres of unplatted land out of Block AK, Section 4 (133rd Street between Norfolk Avenue and Knoxville Avenue) and consider an ordinance.

Mayor Robertson opened the public hearing at 8:45 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:46 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0019.

Vote: 7 - 0 Motion carried

- 6. 4. Public Hearing 6:30 p.m. - Planning :** Zone Case 3083-A, Ordinance No. 2013-O0020 - a request of Hugo Reed and Associates, Inc., for Carl Mortensen for a zoning change from R-1 to R-1 Specific Use for riding stables with a reduced setback for the stables on 5.5 acres of unplatted land out of Block AK, Section 21 (109th Street and Ironton Avenue) and consider an ordinance.

Mayor Robertson opened the public hearing at 8:45 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:46 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0020.

Vote: 7 - 0 Motion carried

- 6. 5. Public Hearing 6:30 p.m. - Planning :** Zone Case 2785-A, Ordinance No. 2013-O0024 - a request of Texico Conference Association of Seventh-day Adventists, for Tigris Development, LLC for a zoning change from A-2 limited to church use to A-2 on 9 acres of unplatted land out of Block E, Section 10 (2005 98th Street) and consider an ordinance.

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

Mayor Robertson opened the public hearing at 8:50 p.m.

Ty Craft, Principal with Tigris Development, LLC, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:56 p.m.

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2013-O0024.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (RECUSE)

- 6. 6. Public Hearing 6:30 p.m. - Planning :** Zone Case 3096-A, Ordinance No. 2013-O0021 - a request of Justin Houston, P.E., for Rex Robertson for a zoning change from C-3, GO, and R-1 to C-3 Specific Use on 24.763 acres of unplatted land out of Block E-2, Section 25 (114th Street and Slide Road) and consider an ordinance.

Randy Henson, Planning Director, gave comments and answered questions from Council.

Mayor Robertson opened the public hearing at 8:45 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:46 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0021.

Vote: 7 - 0 Motion carried

- 6. 7. Public Hearing 6:30 p.m. - Planning :** Zone Case 3202, Ordinance No. 2013-O0022 - a request of Scott Collier, for 1585 Partners, LLC for a zoning change from T Transitional to C-3 for retail stores on 10.833 acres of unplatted land out of Block AK, Section 5 (Southwest corner of 130th Street and Quaker Avenue) and consider an ordinance.

Mayor Robertson opened the public hearing at 8:45 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:46 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0022.

Vote: 7 - 0 Motion carried

- 6. 8. Public Hearing 6:30 p.m. - Planning :** Ordinance No. 2013-O0023 amending the zoning code to allow “apartments” in the CB-2 district, rather than “A-2 apartments” as currently permitted, and amend the CB-2 parking requirements to add standards for apartments and consider an ordinance.

Mayor Robertson opened the public hearing at 8:45 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:46 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0023.

Vote: 7 - 0 Motion carried

- 6. 9. Resolution - City Council :** Resolution No. 2013-R0086 formally directing the City Manager to schedule quarterly appearances and presentations to the City Council by a representative of each of the following entities, or by the City Manager: All Tax Increment Finance (TIF) District activity in the City of Lubbock, Lubbock Power & Light, Lubbock Economic Development Alliance, Market Lubbock, Inc., Lubbock Convention & Tourism Bureau, Lubbock Sports Authority, Civic Lubbock, Inc., Lubbock Bond Advisory Committee, and City of Lubbock Audit Committee.

Council Member Todd R. Klein; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0086.

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Karen Gibson

- 6. 10. Resolution - Public Works Water Resources:** Resolution No. 2013-R0076 authorizing the Mayor to approve and adopt the 2013 Strategic Water Supply Plan for the City of Lubbock.

Marsha Reed, Chief Operating Officer; and Jim Collins, Lubbock Water Advisory Committee Chairman, gave comments and answered questions from Council. Aubrey Spear, Director of Water Resources, gave a presentation on the 2013 Strategic Water Supply Plan and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No. 2013-R0076.

Vote: 7 - 0 Motion carried

- 6. 11. Ordinance Amendment 1st Reading - Public Works Water Resources:** Ordinance No. 2013-O0028 amending the Code of Ordinances, Section 22.03.085 (6)(A), that increases the water volume rate multiplier from 1.3 to 1.5 for “wholesale” water customers located outside of the City’s corporate limits.

Marsha Reed, Chief Operating Officer, gave comments and answered questions from Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to approve Ordinance No. 2013-O0028.

Vote: 7 - 0 Motion carried

- 6. 12. Board Appointment - City Secretary :** Appoint the Vice Chairperson of the Lubbock Water Advisory Commission.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to appoint George Sell as the Vice Chairperson of the Lubbock Water Advisory Commission.

Vote: 7 - 0 Motion carried

- 6. 13. Board Appointments - City Secretary :** Consider seven appointments to the Community Development & Services Board, one appointment to the Electric Utility Board, nine appointments to the Keep Lubbock Beautiful Advisory Committee, three appointments to the North Overton TIF Reinvestment Zone Board of Directors, and three appointments to the Urban Renewal & Neighborhood Redevelopment Commission.

Community Development & Services Board:

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Raquel Gonzales to replace Grace Garza.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to reappoint Harsha Patel, Craig Robertson, and Maurice Stanley.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy, to appoint Francisco Gutierrez to replace Billie Russell.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Kellen Coleman to replace Andrew Tolbert.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy, to appoint Sunshine Stanek to replace Karen Worley.

Vote: 7 - 0 Motion carried

Electric Utility Board: Nominations to replace Mike Davis for the Electric Utility Board were taken as follows: Stephanie Hill and Dwight McDonald.

Dwight McDonald: 5 Ayes (Mayor Glen Robertson, and Council Members Gerlt, Hernandez, Joy, and Klein)

Stephanie Hill: 2 Ayes (Mayor Pro Tem Karen Gibson and Council Member Price)

Dwight McDonald was appointed to serve on the Electric Utility Board.

Keep Lubbock Beautiful Advisory Committee:

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to reappoint Kathryn Wolff-Horkey, Marie Meyer, Alfonso Sanchez, and Kristen Vander-Plas.

Vote: 7 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein, to appoint David Abercia to replace Charles Harris.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy, to appoint John Clark to replace Elizabeth Regner.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Suzanne King to replace Patsy Sharbutt.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Curtis Langford to replace Lisa Stratton.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Barbara Robertson to replace Donna Zartman.

Vote: 7 - 0 Motion carried

North Overton TIF Reinvestment Zone Board of Directors: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein, to reappoint Stan Mayfield, Don Rushing, and Howard Thrash.

Vote: 7 - 0 Motion carried

Urban Renewal & Neighborhood Redevelopment Commission: Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson, to reappoint Marcus Borhani, Patrick Hunter, and Juanita Kiesling.

Vote: 7 - 0 Motion carried

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

7. 1. Presentation and update regarding North and East Lubbock Community Development Corporation regarding accomplishments, current status, and future needs.

David Langston, former Chairman of East Lubbock Community Development Corporation, gave a presentation and answered questions from Council. Quincy White, Assistant City Manager, gave comments and answered questions from Council.

10:15 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
March 5, 2013
3:30 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 5th of March, 2013, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:30 p. m.

3:30 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 Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

1. Regular Session

- 1. 1.** Discuss BKD, LLP, external financial auditors, performance of agreed upon procedures to test LP&L procurement procedures and payments, and its relationship to the City of Lubbock FY 2012 financial audit.

Sam Medina, City Attorney, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to adjourn the meeting.

Vote: 4 - 3 Motion carried

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

2. Executive Session

- 2. 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.

This item was deleted.

- 2. 1. 1.** Legal advice on BKD, LLP, external financial auditors, performance of agreed upon procedures to test LP&L procurement procedures and payments, and its relationship to the City of Lubbock FY 2012 financial audit.

This item was deleted.

3:42 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: 03/28/2013

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2013-O0031 Amendment 17 amending the FY 2012-13 Budget respecting the General Fund to provide funding for North and East Lubbock Community Development Corporation; increasing the sales tax revenue estimate; providing for filing; and providing for a savings clause.

Item Summary

On March 14, 2013, the City Council approved the first reading of the ordinance.

I. Amend FY 2012-13 expenditures in the General Fund in Cost Center 1115, Non-Departmental, by increasing professional services \$251,068 to fund the North and East Lubbock Community Development Corporation.

II. Amend the Sales Tax budgeted revenues in the General Fund by increasing the estimate by \$251,068, from \$52,760,491 to \$53,011,559.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Director of Budget

Attachments

Budget Amendment 17 - North and East Lubbock

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO PROVIDE FOR FUNDING FOR NORTH AND EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION; INCREASING THE SALES TAX REVENUE ESTIMATE; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #17) for municipal purposes, as follows:

- I. Amend FY 2012-13 expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing professional services \$251,068 to fund the North and East Lubbock Community Development Corporation.
- II. Increase the Sales Tax revenue estimate in General Fund by \$251,068, from \$52,760,491 to \$53,011,559.

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 _____.

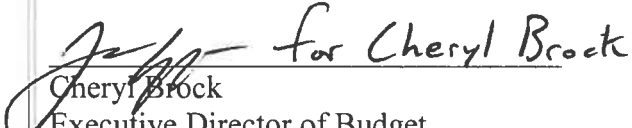
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

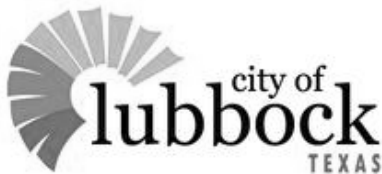
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:


Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:


Amy Sims
Assistant City Attorney



Regular City Council Meeting

5. 1. 1.

Meeting Date: 03/28/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute a grant management agreement, and all related documents, by and between the City and North and East Lubbock Community Development Corporation (NELCDC), for community and economic development services.

Item Summary

The City Council approved first reading of budget ordinance 2013-00031, on March 14, 2013, increasing estimated sales tax revenues and professional services expenditures by \$251,068, to fund the NELCDC for FY 2012-13. The NELCDC will utilize these funds to operate its existing programs and activities for housing and economic development within the north and east areas of the City. The annual budget required by this grant agreement is included in the back-up.

Fiscal Impact

A budget amendment is included on this agenda for second reading that appropriates \$251,068 for NELCDC.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution, Agreement & Projected Budget - NELCDC

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 Grant Management Agreement for the purpose of promoting economic development within the North and East areas of the City, by and between the City of Lubbock and North & East Lubbock Community Development Corporation, and all related documents. Said Agreement is attached hereto as Exhibit "A" and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council; and

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

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

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GRANT MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between the **CITY OF LUBBOCK, TEXAS**, a municipal corporation ("City") and **NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION** a Texas not-for-profit corporation (the "Corporation").

PREAMBLE

Pursuant to Local Government Code §380.002, Vernon's Texas Codes Annotated, the City of Lubbock (hereinafter called "City") has determined that it wishes to contract with a Texas Non-Profit Corporation for the purpose of promoting economic development within the North and East areas of the City. The Corporation desires to contract with the City of Lubbock for grants of municipal funds for the purpose of promoting, assisting and enhancing economic development.

ARTICLE I

PROGRAMS AND ACTIVITIES; TERM

1.01. Delegation. City hereby delegates to Corporation, and Corporation hereby accepts, responsibility for creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within the North and East areas of the City:

- (a) **Housing development:** Increase housing supply, land assemblage, and site development.
- (b) **Community economic development:** Provide project oversight and generate economic activity in the area.

1.02. Governmental Requirements. The Corporation shall conduct its programs and activities in accordance with all applicable laws, rules, statutes, and regulations of federal, state and local governments, including, without limitation, the provisions of Chapter 380 of the Local Government Code, as the same now exist or hereafter may be enacted and/or amended.

1.03. Term. This Agreement shall be for a term of one (1) year, beginning October 1, 2012 and ending September 30, 2013.

ARTICLE II

FISCAL MATTERS

2.01. Funding. City agrees to provide for programs for the public purposes of development and diversification of the economy of the North and East areas of the City, reduction of unemployment and underemployment and development and expansion of commerce in the North and East areas of the City. The City hereby finds that programs within the limits described above are within the scope of Section 380.002 of the Texas Local Government Code and the City hereby delegates to the governing body of the Corporation the authority to determine the priorities and funding of individual programs to the extent allowed by law and subject to a proper and complete accounting of any public funds expended.

2.02. Budgets. The corporation shall prepare and submit to City a detailed annual budget in a form acceptable to City. City and Corporation contemplate that the budget shall be submitted in a form substantially identical to the form used by City's departments in its internal budgeting process, provided that such form may be varied by agreement of City and Corporation. Each budget shall be submitted to City in accordance with the City's budget calendar of the fiscal year to which the budget relates. The City shall notify Corporation of the budget calendar each year in the same manner as it does its own internal departments.

Upon receipt of Corporation's proposed budget, City shall review such budget and promptly notify Corporation of any changes and/or supplements to the proposed budget that the City believes are necessary. City and Corporation agree to work with one another and cooperate in good faith to address any such changes and/or supplements to the proposed budget.

Following completion of any revisions to the proposed budget, City shall submit the proposed budget to the City Council for review and approval by the City Council in accordance with Chapter 102, Local Government Code, and Chapter 1, Article X, Paragraph 4, Lubbock City Charter. The City's final approval of the budget, including any further revisions thereto which may be required by the City Council, shall be in writing.

2.03. Grant Terms.

- (a) **Grant Amount.** Upon the approval and execution of this agreement by the City Council of the City, the City shall fund to Corporation the amount of One Hundred Twenty-Five Thousand Five Hundred Thirty-Four Dollars (\$125,534.00) for the purposes stated in this Agreement to be paid on April 1, 2013. Upon the approval and execution of this agreement by the City Council of the City, the City shall fund to Corporation the amount of One Hundred Twenty-Five Thousand Five Hundred Thirty-Four Dollars (\$125,534.00) for the purposes stated in this Agreement to be paid on July

1, 2013. All such grant amounts distributed to the Corporation shall be subject to and administered in accordance with this Grant Management Agreement.

- (b) **Unexpended Funds.** To the extent any unexpended funds shall remain at the end of a fiscal year, such unexpended funds are reappropriated to Corporation for use during the following fiscal year. Unless such unexpended funds already have been included in the approved budget for the following fiscal year or City and Corporation otherwise agree, Corporation shall determine the budget account or accounts in which such excess funds remain and the excess funds shall be added to the same account or accounts in the following budget in the same proportion.

2.04. Expenditures. Funds received by Corporation under the terms of this Agreement may be spent for day-to-day operations of the Corporation, supplies, salaries, office rental, travel expenses, expenses related to the preparation of business development incentives, for sums to be paid as incentives as a part of a program of grants and loans and other administrative costs, provided that no such revenues may be spent for the conduct of an activity the primary purpose of which is not directly related to the purposes described in paragraph 1.01 above. Corporation shall not make any expenditures using funds provided hereunder unless such expenditures are incurred pursuant to the terms of a budget approved by City as provided in this Agreement.

2.05. Financial Reporting. Corporation shall maintain complete and accurate financial records of each expenditure of funds provided by City pursuant to the terms of this Agreement. All financial records of Corporation shall be maintained on an accrual basis, in accordance with the Government Accounting Standards Board rules and guidelines consistently applied.

Within thirty (30) days following the end of each fiscal quarter, Corporation shall provide to City a written financial statement for such quarter showing all revenues received by Corporation from City with respect to such quarter and listing all expenditures of the Corporation during such fiscal quarter in carrying out its programs and services under this Agreement. In addition, Corporation shall submit to City a quarterly report showing all items related to Corporation's long term commitments to third parties.

Corporation agrees to make all of its records available to City and, to the extent required by law, to other persons, provided that any inspection or review of Corporation's financial records shall be conducted only during Corporation's normal business hours at its offices. City, at its option, shall be entitled to have an audit of Corporation's financial records conducted by an auditor of City's choosing. Any deficiencies noted in audits conducted by City or the auditor of its choosing shall be fully corrected by Corporation within thirty (30) days after receipt of notice of such deficiencies. However, if the nature of the deficiency is such that both parties agree that the deficiency cannot be reasonably cured in thirty (30) days due to economical, financial, or feasibility factors,

then the parties shall agree upon a schedule and a plan to cure said deficiency. Corporation agrees to abide by any such agreed upon schedule and plan to cure.

Additionally, City is aware of the fact that Corporation shall have a complete audit of its financial affairs conducted following the end of each fiscal year by Corporation's independent auditor, and Corporation agrees to provide City with a copy of any audit report furnished to Corporation.

2.06. Fiscal Year. For purposes of this Agreement, Corporation's fiscal year shall begin on October 1 of each calendar year and shall end on September 30 of the following calendar year.

2.07. Other Revenue. Nothing contained in this Agreement shall prohibit Corporation from obtaining funding for its programs and activities from other sources, including charitable contributions and grants from private foundations and governmental organizations. All funds received by Corporation pursuant to the terms of this Agreement shall be maintained in a segregated account and shall not be commingled with any other funds belonging to Corporation. No funds paid to Corporation pursuant to this Agreement shall be used for any purpose other than the purposes stated in Section 1.01 and 2.04 of this Agreement and, to the extent the Corporation incurs expenditures in connection with the programs and activities described in Section 1.01 which also benefit other programs and activities conducted by Corporation, such expenditures shall be allocated equitably among the various funding sources available to Corporation based upon the relative benefits of such expenditures to the various programs and activities conducted by Corporation.

2.08. Insurance. Corporation shall procure and carry, at its sole cost and expense during the term 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 the activities contemplated under this Agreement. A Certificate of Insurance specifying each and all coverages shall be submitted to the City no later than thirty (30) days subsequent to the date of this agreement. Corporation 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 insurers rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance.

- (a) *Crime insurance.* Corporation shall have Crime Insurance in the amount of \$100,000.00 that includes form A, employee dishonest coverage and form B, forgery or alteration coverage.

- (b) *Surety Bond.* The Director for the Corporation must maintain a surety bond in the amount of \$100,000.00 naming himself or herself as the obligee and the City as the principal.

ARTICLE III

PERSONNEL

3.01. Personnel. Corporation shall set the qualifications for and shall hire any and all personnel Corporation deems necessary to discharge its responsibilities under the terms of this Agreement and shall have the authority to fix the compensation and other benefits payable to Corporation's employees. To the extent permitted by applicable law and provided City and Corporation agree, Corporation may make provision for participation by its directors, officers and employees in various benefit programs offered by City to its employees. Corporation, in carrying on its programs and activities hereunder, shall be acting solely as an independent contractor and not as an agent or employee of City. All employees of Corporation shall have the sole right and authority to direct the time, place and manner in which its employees perform the tasks for which they are hired, and shall be solely responsible for all income tax withholding, benefits, unemployment compensation payments and other expenses associated with such employees. All contacts between City and Corporation personnel shall be coordinated through the President of Corporation's Board of Directors or such other person or persons as the Corporation's Board of Directors may designate.

ARTICLE IV

OFFICES

4.01. The offices of the Corporation shall be those described in its Articles of Incorporation.

ARTICLE V

TERMINATION

5.01. Termination. This Agreement may be terminated only by the non-renewal of its term as provided in Section 1.03, by the mutual agreement of City and Corporation or by default by either City or Corporation as provided in Section 5.02.

5.02. Default. Neither party shall be deemed to be in default under the terms of this Agreement unless and until it has received written notice from the other party specifically describing any failure on its part to perform its duties and obligations hereunder and does not cure such failure within thirty (30) days following receipt of such written notice from the other party, provided, however, that in the event the nature of the

failure is such that it reasonably cannot be cured within said thirty-day period, no default shall occur hereunder so long as the party failing to perform commences to cure such failure within said thirty-day period and thereafter diligently and in good faith prosecutes such cure to completion. Financial inability or delay shall not be deemed to be sufficient cause to extend the cure period, unless any failure to perform by Corporation results from City's failure to timely pay to Corporation funds in the amounts and at the times provided elsewhere in this Agreement.

5.03. Remedies Upon Default. If an event of default shall occur under this Agreement, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party and thereafter pursue such other remedies against the defaulting party as may be permitted by applicable law. Anything contained elsewhere in this Agreement to the contrary notwithstanding, however, no director, officer, employee or agent of either party to this Agreement shall be personally liable for any default by such party.

ARTICLE VI

MISCELLANEOUS

6.01. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification or amendment of this Agreement shall be in writing and executed by both parties.

6.02. Applicable Law. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas.

6.03. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

6.04. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to persons or circumstances, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

6.05. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

6.06. Notices.

- (a) Any notice, report, request or demand required, permitted or desired to be given under this Agreement (hereinafter collectively referred to as "Notices") shall be in writing and shall be deemed to have been properly given or served when mailed by registered or certified mail, return receipt requested or personally delivered to the respective party at the following addresses:

If to Corporation: Executive Director
North & East Lubbock Community
Development Corporation
P. O. Box 3893
Lubbock, Texas 79452

If to City: City Manager
City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457-0001

- (b) Any addressee or name specified above may be changed by a Notice given by the addressee to the other party in accordance with Section 6.06(a) above.
- (c) All Notices shall be deemed effective as of the date of mailing or on the date of personal delivery, as appropriate. Any Notice to be given by and party hereto may be given by counsel for such party.

6.07. Interpretation. Whenever herein the singular number is used, the same shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

6.08. Time. Time is of the essence to this Agreement and the obligations of the parties hereunder; provided, however, that if any date specified herein for performance of any duty, obligation or responsibility shall fall on a Saturday, Sunday or legal holiday for national banks doing business in Texas, the time for such performance shall be extended until the next day which is not a Saturday, Sunday or legal holiday for national banks doing business in Texas.

EXECUTED this _____ day of _____, 2013.

CITY:

CITY OF LUBBOCK, TEXAS

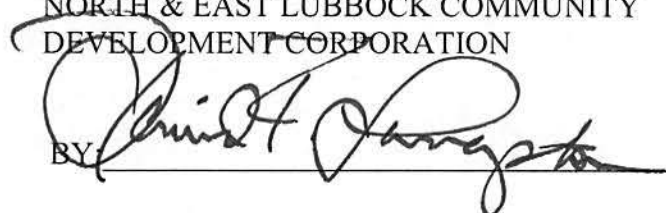
BY: _____

GLEN C. ROBERTSON, MAYOR

CORPORATION:

NORTH & EAST LUBBOCK COMMUNITY
DEVELOPMENT CORPORATION

BY: _____



ATTEST:

Rebecca Garza, Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:

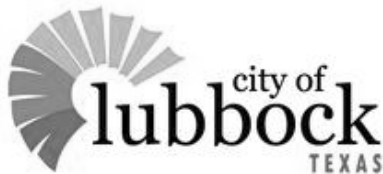


Laura Pratt, Assistant City Attorney

Q:\CITYATT\LAURA\Contracts\NELCDC Grant Management Agreement 03.21.13.docx

NELCDC Projected Budget

Personnel	\$162,500
Payroll Taxes	8,568
Credit Counseling Program	30,000
Other Operational Expenses	50,000
Total Expenses	\$251,068



Regular City Council Meeting

5. 2.

Meeting Date: 03/28/2013

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 18 amending the adopted FY 2012-13 Budget 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; respecting the Capital Program to establish Capital Improvement Project 8583, Milwaukee Bridges: Marsha Sharp Freeway and Spur 327; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate an additional \$20,559 from the Texas DSHS for the RLSS/LPHS Grant, for a total appropriation of \$108,204.
- II. Establish Capital Improvement Project 8583, Milwaukee Bridges: Marsha Sharp Freeway (MSF) and Spur 327, and appropriate \$52,567 for the purpose of furnishing and installing traffic signal equipment in the intersection of US 62/82 at Milwaukee Avenue. The funding source is reimbursement from Texas Department of Transportation.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 18

Grant Detail - RLSS

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES (DSHS) FOR THE REGIONAL AND LOCAL SERVICES SECTION/LOCAL PUBLIC HEALTH SYSTEM (RLSS/LPHS) GRANT; RESPECTING THE CAPITAL PROGRAM TO ESTABLISH CAPITAL IMPROVEMENT PROJECT 8583, MILWAUKEE BRIDGES: MARSHA SHARP FREEWAY AND SPUR 327; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #18) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$20,559 from the Texas DSHS for the RLSS/LPHS Grant, for a total appropriation of \$108,204.
- II. Establish Capital Improvement Project 8583, Milwaukee Bridges: Marsha Sharp Freeway (MSF) and Spur 327, and appropriate \$52,567 for the purpose of furnishing and installing traffic signal equipment in the intersection of US 62/82 at Milwaukee Avenue. The funding source is reimbursement from Texas Department of Transportation.

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

ccdcs/BudgetFY1213.Amend18.ord
March 13, 2013

**City of Lubbock, TX
Grant Award
Existing Grant - Budget Detail
March 13, 2013**

Administrative Information:

City Assigned Grant Number:	81094
Grant Name:	RLSS/Local Public Health System
Grant Effective Date:	9/1/2012-8/31/2013
Grant Provider/Agency:	Texas Department of State Health Services
Original Appropriation Date:	9/13/2012
Original Appropriation-Budget Ordinance:	2012-O0086
Original Grant Acceptance-Resolution:	2012-R0326
Amended Grant Award Amount:	\$ 108,204

Personnel Information:

of full-time positions funded w/grant 2

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Registered Nurse	\$ 70,837	30,517	101,354	-
Registered Nurse	54,677	25,051	6,850	72,878
Total	\$ 125,514	55,568	108,204	72,878

Budget Information:

Grant Appropriation Detail

	9/13/2012 Amount	Amendment Amount	Total Award Amount
Full-time salary	\$ 65,508	12,180	\$ 77,688
Benefits	22,137	8,379	30,516
Total Appropriation	\$ 87,645	20,559	\$ 108,204



Regular City Council Meeting

5. 3.

Meeting Date: 03/28/2013

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 19 amending the adopted FY 2012-13 Budget respecting the Lubbock Power and Light (LP&L) Fund to amend the LP&L Operating Budget for Electric Production Maintenance.

Item Summary

- I. Amend the Lubbock Power and Light Operating Budget for Electric Production Maintenance by increasing \$1,000,000, from \$3,895,267 to \$4,895,267. The funding source is Lubbock Power and Light Operating Fund net assets.

Fiscal Impact

At September 30, 2012, unaudited appropriable net assets were \$54,275,783, with a policy requirement of \$43,851,196, which leaves \$10,424,587 of available appropriable net assets. Of that amount, \$5,798,167 is utilized in the FY 2013-14 budget.

Staff/Board Recommending

Gary Zheng, LP&L, CEO

Attachments

Budget Amendment 19

Resolution - LP&L

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE LUBBOCK POWER AND LIGHT (LP&L) FUND TO AMEND THE LP&L OPERATING BUDGET FOR ELECTRIC PRODUCTION MAINTENANCE; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2012-13 (Budget Amendment #19) for municipal purposes, as follows:

- I. Amend the Lubbock Power and Light Operating budget for Electric Production Maintenance by increasing \$1,000,000, from \$3,895,267 to \$4,895,267. The funding source is Lubbock Power and Light Operating Fund net assets.

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:

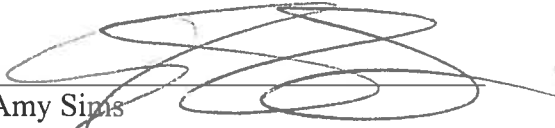
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

RESOLUTION

WHEREAS, Lubbock Power & Light is the municipally owned public power utility of the City of Lubbock;

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


WHEREAS, the purpose of the budget for Lubbock Power & Light is to achieve the goals outlined above and achieve a long-term stable and positive financial condition 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 2012-2013, 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 2012-2013.

Passed by the Electric Utility Board this 19 day of FEBRUARY, 2013.



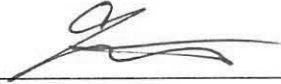
Gail Kring, Chairman

ATTEST:



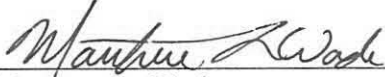
Robert Musselman, Board Secretary

APPROVED AS TO CONTENT:



Gary Zheng
Director of Electric Utilities

APPROVED AS TO FORM:



Matthew L. Wade
General Counsel – LP&L



**Lubbock Power & Light
Electric Utility Board**

Agenda Item Summary

FY 2012-13
Budget Amendment

Meeting Date: February 19, 2013

Summary:

Consider an amendment to the FY12-13 Operating Budget.

Background/Fiscal Impact:

The top case of Massengale 7 steam turbine has 6 cracks. Two are leaking steam, at 900 Degrees F and 600 PSI, into the atmosphere. A group of consulting engineers has recommended a weld repair that will be performed at the Massengale facility due to the fact that the unit cannot be removed from the building.

Staff plans to send out an RFP to find a qualified contractor to perform the repairs.

The estimated cost for repair is \$1,000,000. At this time, there are no available funds in the Electric Production Maintenance budget to cover the cost. Staff is requesting a budget amendment to provide for this unanticipated expense.

Funding will come from operating cash.

Recommendation:

Staff recommends Board approval of the attached budget amendment.



**Lubbock Power & Light
Electric Utility Board**

Agenda Item Summary

FY 2012-13
Budget Amendment

Meeting Date: February 19, 2013

BUDGET AMENDMENT:

1.) Amend Operating Budget 7313 – Electric Production Maintenance

Funding source is operating cash.

Cost Center	Account	Original Budget	Proposed Additional Funds	Total Proposed Operating Budget
7313 - Production Maintenance	9226	\$ 3,895,267	1,000,000	4,895,267

Total Budget

FY 2012-13	Adopted Budget	Proposed Additional Funds	Total Proposed Operating Budget
Revenues	\$ 195,748,273	-	195,748,273
Expenses	203,141,340	1,000,000	204,141,340
Utilization of Net Assets	\$ (7,393,067)	(1,000,000)	(8,393,067)



Regular City Council Meeting

5. 4.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11178 with MH Civil Constructors, Inc. for the Lake Alan Henry (LAH) Wildlife Mitigation Area (WMA) Water Distribution Project, BID 13-11178-DG.

Item Summary

The LAH project was constructed and completed in 1994. In order to obtain a 404 permit for building LAH the City was required to maintain a WMA. The WMA was required to be managed by a wildlife biologist and offset the land which the lake would disturb for a wildlife habitat. This project will provide approximately 30,000 feet of small-diameter buried water pipe at the WMA for the purpose of wildlife habitat according to 404 permit. This project will also provide water for the LAH dam maintenance facilities water treatment system.

Bids were received from the following contractors:

MH Civil Constructors, Inc. of Amarillo, TX	\$129,700
Deerwood Construction, Inc. of Lubbock, TX	139,820
Campbell-West Infrastructure Construction of Lubbock, TX	156,810
Gorman Outdoor, Inc. of Lubbock, TX	296,264

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

Staff recommends contract award to the lowest bidder, MH Civil Constructors, Inc. of Amarillo, TX for \$129,700. Time for completion is 90 consecutive calendar days with liquidated damages of \$300 per consecutive calendar day.

Fiscal Impact

The cost of the project will be split between two capital improvements projects accounts. \$250,000 is appropriated in Capital Improvement Project 92280, LAH WMA Wildlife Improvements, with \$100,000 available for this purpose. \$7,505,899 is appropriated in Capital Improvement Project 8543, LAH Maintenance and Repairs, with \$29,700 available for this purpose.

Staff/Board Recommending

R. Keith Smith, PE, Chief Operating Officer

Attachments

Resolution & Contract - LAH Wildlife Mitigation

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. 11178 for Lake Alan Henry Wildlife Mitigation Area Water Distribution Project, by and between the City of Lubbock and MH Civil Constructors, Inc., of Amarillo, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdoks/RES.Contract-MH Civil Constructors, Inc.
March 6, 2013

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: March 4, 2013

ITB 13-11178-DG - LAH WILDLIFE MITIGATION AREA - WATER DISTRIBUTION PROJECT

Bid of MH Civil Constructors, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **LAH WILDLIFE MITIGATION AREA - WATER DISTRIBUTION PROJECT**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

Lake Alan Henry Wildlife Mitigation Area Water Distribution Project					
ITEM #	ITEM DESCRIPTION	QTY (+/-)	UNIT	UNIT COST	EXTENDED COST
General Items					
1	Mobilization	1	LS	6000.00	\$ 6000.00
2	3" HDPE Piping, furnished and installed	5500	LF	4.50	24,750.00
3	2" HDPE Piping, furnished and installed	6000	LF	4.25	25,500.00
4	1-1/4" HDPE Piping, furnished and installed	16000	LF	3.50	56,000.00
5	5" Steel Casing Pipe, excluding HDPE carrier pipe, furnished and installed.	160	LF	20.00	3200.00
6	3" Valve in Valve Box, furnished and installed	3	EA	750.00	2,250.00
7	2" Valve in Valve Box, furnished and installed	4	EA	500.00	2000.00
8	1-1/4" Valve in Valve Box, furnished and installed	10	EA	350.00	3500.00
9	1" Air Relief Valve in Valve Box, furnished and installed	5	EA	500.00	2500.00
10	2" Meter Box and Fittings, furnished and installed	2	EA	250.00	500.00
11	2-1/4" Frost Proof Post Hydrant, furnished and installed	1	EA	1000.00	1000.00
12	1" Frost Proof Yard Hydrant, furnished and installed	1	EA	500.00	500.00
13	Road Bore, excluding steel casing pipe and HDPE carrier pipe, furnished and installed	2	EA	1000	2000.00
				Total:	\$ 129,700.00

CH Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **90 (NINETY)** consecutive calendar days thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **\$300 (THREE HUNDRED)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

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

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **THIRTY (30)** calendar days after the scheduled closing time for receiving bids.

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

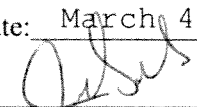
Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount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

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

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

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

Date: March 4, 2013



 Authorized Signature
Juan A. Moreno

 (Printed or Typed Name)

MH Civil Constructors, Inc.

 Company
1113 N. McMasters St., Ste C

 Address
Amarillo, Potter

 City, County
Texas, 79106

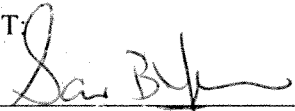
 State Zip Code
 Telephone: 806 - 367-6043

 Fax: 806 - 374-4399

FEDERAL TAX ID or SOCIAL SECURITY No.
27-2016347

EMAIL: mh@mh-civil.com

(Seal if Bidder is a Corporation)

ATTEST: 

 Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date Feb. 19, 2013
 Addenda No. 2 Date Feb. 22, 2013
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

M/WBE Firm:

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 28, 2013**

Capital Project Number:	92280
Capital Project Name:	LAH Wildlife Mitigation Area

Capital Project Number:	8543
Capital Project Name:	Lake Alan Henry Repairs/Maintenance

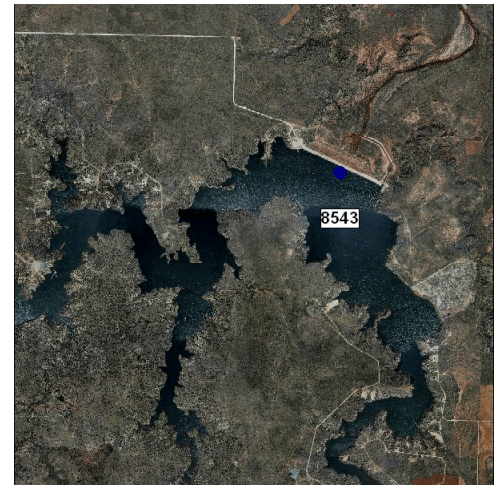
	Budget	
	92280	8543
Capital Project Number:		
<i>Encumbered/Expended</i>		
City of Lubbock Staff Time	\$ 3,432	63,844
Equipment Maintenance and Repairs	-	5,700
Fence Improvements	17,638	-
Allen Butler Contract - Dam Erosion Control Project	-	3,448,945
LAH Intake Structure Investigation	-	416,700
EGL Construction Contract	-	66,687
TTS Construction Contract - Intake Inspection	-	7,380
Rodney Hunt Company	-	4,350
Water System Improvements	-	4,159
 <i>Agenda Item March 28, 2013</i>		
Allen Butler Contract Change Order No. 1	-	36,126
MH Civil Constructors Inc.	100,000	29,700
<i>Encumbered/Expended To Date</i>	121,070	4,083,591
 <i>Estimated Costs for Remaining Appropriation</i>		
Construction	128,930	3,422,298
<i>Remaining Appropriation</i>	128,930	3,422,298
 Total Appropriation	\$ 250,000	7,505,889

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

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

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

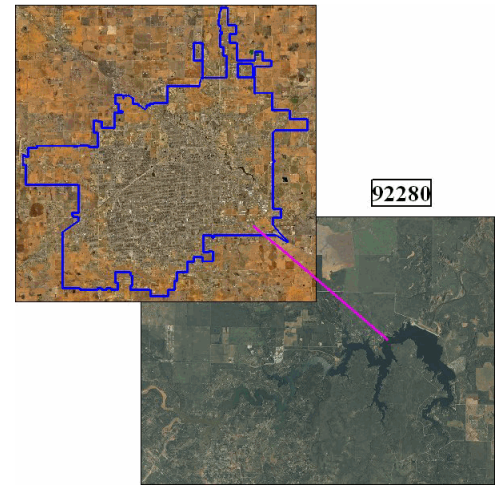
<i>Funding Detail</i>	Funding to Date	FY 2012-13	Unappropriated Planning Years					Total Funding
			FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2011 Water Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2012 Water Revenue CO's	3,000,000	0	0	0	0	0	0	3,000,000
FY 2014 Water Revenue CO's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

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Construct improvements to the Lake Alan Henry (LAH) Wildlife Mitigation Area (WMA) including fencing and wetland establishment. The fencing is required to control livestock movements and access utilized for grazing. The wetland establishment includes valves and PVC pipe to take raw water to constructed water retention dams on the north and south side of the WMA. The pipes create valuable wildlife habitats by establishing wetlands in various areas that had no surface water before. Four wetlands will be created on the south side of the dam in Kent County, and six wetlands will be created on the north side in Garza County, in accordance with the 404 Permit.

Project Justification

Improvements needed to continue the City obligation to manage the Wildlife Mitigation Area as established by the Corps of Engineers 404 permit.

Project History

The City was provided a 404 permit from the Corps of Engineers that included the establishment and maintenance of a Wildlife Mitigation Area north of the LAH Dam.

\$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	250,000	0	0	0	0	0	0	250,000
Total Project Appropriation	250,000	0	0	0	0	0	0	250,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2012 Water Revenue CO's	250,000	0	0	0	0	0	0	250,000
Total Funding Sources	250,000	0	0	0	0	0	0	250,000



Regular City Council Meeting

5. 5.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute Change Order 1 to contract 10839 with Allen Butler Construction, Inc. to re-route a water line and two electrical lines servicing the Lake Alan Henry (LAH) Maintenance Complex.

Item Summary

LAH consists of the earthen dam and a maintenance complex that is used to maintain the wildlife mitigation area (WMA), the dam, lake facilities, and the lake. Currently the City has a project with Allen Butler Construction, Inc. to restore the dry side of the dam by removing organics and re-compacting the soils. The project includes installation of a dual mat system that will protect the newly compacted soils from any future erosion.

During construction it was discovered that the water and two electrical lines servicing the dam maintenance facilities water system had been exposed by the erosion of the dam and proper compaction could not be performed around these lines without removing and replacing the lines. The water and electrical lines do not follow a straight line and interfere with the placement of the mat systems footing, therefore the lines must be temporarily relocated.

The original notice to proceed was issued to Allen Butler Construction, Inc. of Lubbock, TX on November 29, 2012, for the John T. Montford Dam: Erosion Control project. The original contract price was \$3,448,941. This new Change Order 1 will increase the contract amount by \$36,126.

Fiscal Impact

\$7,505,889 is appropriated in Capital Improvement Project 8543, Lake Alan Henry Repairs/ Maintenance, with \$36,126 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Change Order 1 - Allen Butler Construction

92280 Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 10839 by and between the City of Lubbock and Allen Butler Construction, Inc., to reroute a water line and two electrical lines that are servicing the Lake Alan Henry Maintenance Complex, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccd docs/RES.ChgOrd#1 Contract-Allen Butler
March 7, 2013

**City of Lubbock
Purchasing and Contract Management
Change Order**

Contract No: 10839 Contractor: Allen Butler Constuction, INC.
 Change Order No. 1 Contract Title: John T. Montford Dam: Erosion Control Project
 BID/RFP No. 12-10839-MA Project Number: 8543.9241.30000

1. **“Change Order”** means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to “Estimated Quantities” to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid.

Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary):

This change order with Allen Butler Construction, INC. will allow the contractor to reroute a water line and two electrical lines that are servicing the the Lake Allen Henry Maintenance Complex. These lines are in the way of the dirt work and mat installation and must be relocated. This reroute includes all material, labor, and services that are needed to preform the work and to keep the Maintenance Complex in service.




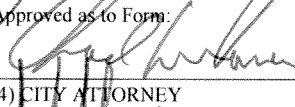


2. Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no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

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A.	ORIGINAL CONTRACT VALUE:	\$ 3,448,940.80
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i> COST CENTER: 6211 ACCOUNT: 8543.9241.30000	\$ 36,126
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	1.05 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 36126
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	1.05 %
G.	NEW CONTRACT AMOUNT (A+E):	\$ 3,485,066.80

3. It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures (please sign in order and return 3 originals with Contract Cover Sheet to Purchasing and Contract Management Department):

	<u>3-6-13</u>		<u>03/07/13</u>
(1) CONTRACTOR	Date	(2) PROJECT ARCHITECT/ENGINEER	Date
Approved as to Content:		Approved as to Form:	
	<u>03/07/13</u>		<u>3/7/13</u>
(3) OWNER'S REPRESENTATIVE	Date	(4) CITY ATTORNEY	Date
	<u>3-7-13</u>		<u>3/13/13</u>
(5) CAPITAL PROJECTS MANAGER	Date	(6) PURCHASING AND CONTRACT MANAGER	Date

Change Orders over \$25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK ATTEST:
 (7) MAYOR _____ Date _____ (8) CITY SECRETARY _____ Date _____
 Council Date: _____ Agenda Item #: _____ Resolution #: _____



#24 S Lakeshore Dr.
Ransom Canyon, TX 79366
Ph : (806) 745-7498

Change Request

To: Josh Kristinek
City of Lubbock
1625 13th Street
Lubbock, TX 79401
Ph: (806)767-2380

Number: 2
Date: 2/6/13
Job: 12-112 Montford Dam Project
Phone:

Description: Water and Electric Line

We are pleased to offer the following specifications and pricing to make the following changes:
Installation of water and electric line per attached bid tab.

The total amount to provide this work is \$36,126.00

If you have any questions, please contact me at .

Submitted by: Daniel Wetzel
Allen Butler Construction, Inc

Approved by: _____
Date: _____

Cc:

Lake Alan Henry Erosion Control						
BID ITEM	DESCRIPTION	QTY (+/-)	U/M	Unit Cost	TOTAL COST	
Water Line Reroute						
1	2" HDPE Pipe - Including all labor, materials, and equipment needed to tie into existing water line and existing pump station, water will be ran above ground	600	LF	\$ 17.08	\$ 10,248	
Electrical Reroute						
2	480 Volt Wire - Includes all material, labor, and equipment needed to install 480 volt, 2 OTT, 3 phase, 4 conductor copper wire ran above ground	600	LF	\$ 31.34	\$ 18,804	
3	24 Volt Wire - Includes all material, labor, and equipment needed to install a 24 volt, 10 conductor wire ran above ground	600	LF	\$ 11.79	\$ 7,074	
TOTAL CHANGE ORDER AMOUNT					\$	36,126

Price is contingent upon written approval to modify initial anchor trench based on existing electrical line between light poles.

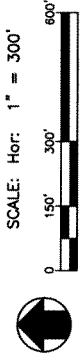
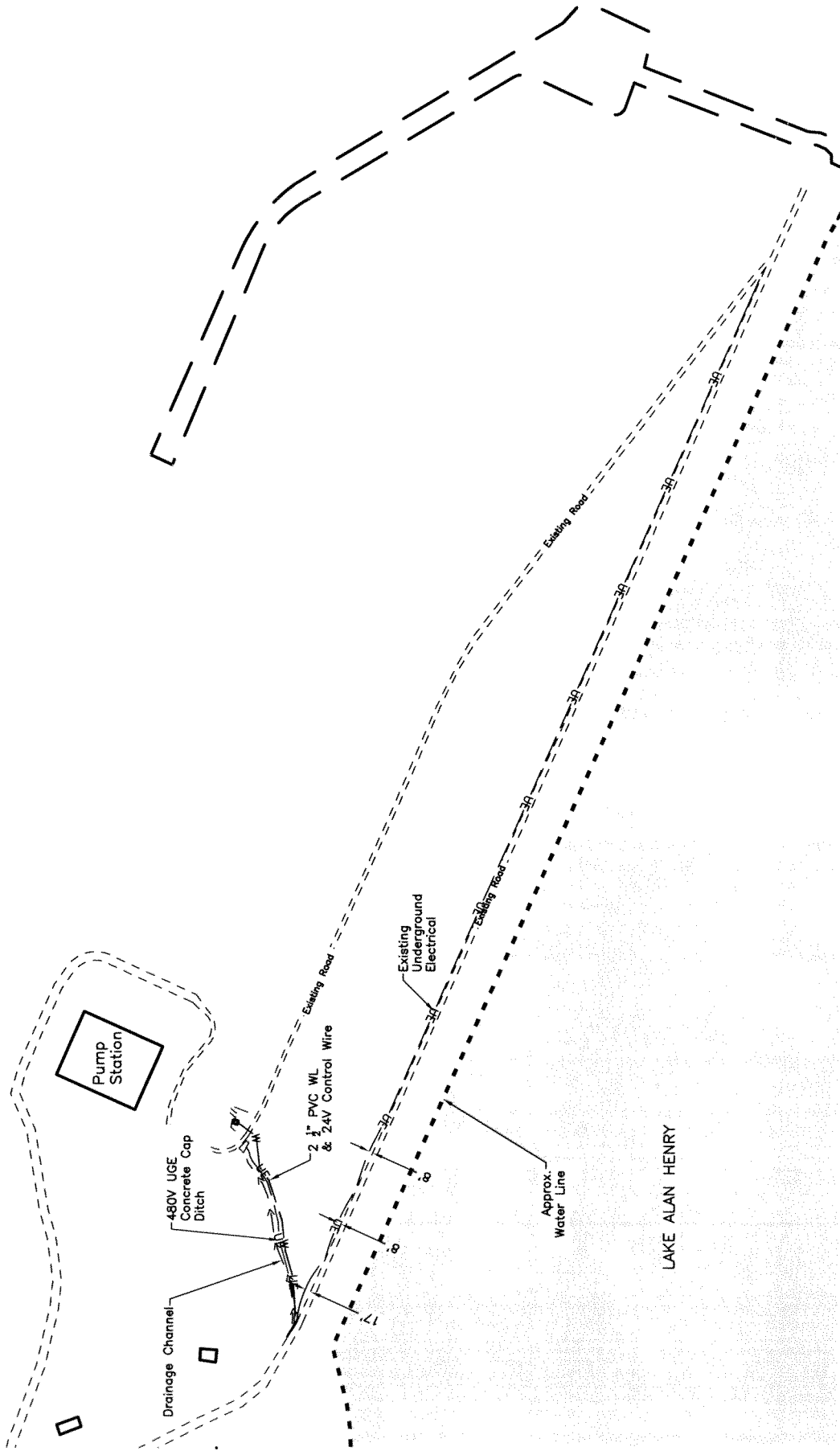


EXHIBIT B-1
EXISTING UTILITIES
 JOHN T. MONIFORD DAM EROSION CONTROL PROJECT
 GARZA & KENT COUNTIES, TEXAS



Approx. Location of
480V trench.

2012/12/10



Approx. Location
of 480V UGE

2012/12/10

2012/12/10

2.5" PVC WL and 24V
Control Line

Approx. Location of
480V UGE. Locates
showed depth from 8"
to 30" max.

2012/12/10

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 28, 2013**

Capital Project Number:	92280
Capital Project Name:	LAH Wildlife Mitigation Area

Capital Project Number:	8543
Capital Project Name:	Lake Alan Henry Repairs/Maintenance

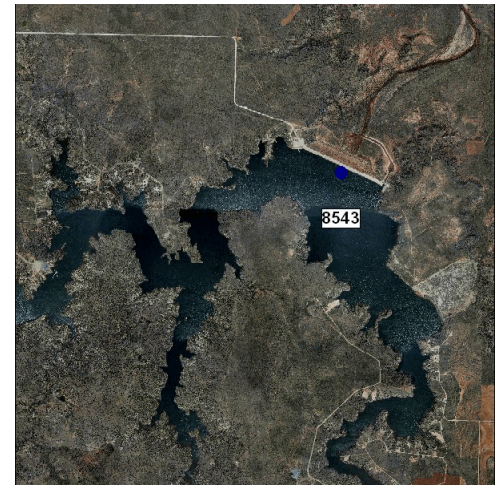
	Budget	
	92280	8543
Capital Project Number:		
<i>Encumbered/Expended</i>		
City of Lubbock Staff Time	\$ 3,432	63,844
Equipment Maintenance and Repairs	-	5,700
Fence Improvements	17,638	-
Allen Butler Contract - Dam Erosion Control Project	-	3,448,941
LAH Intake Structure Investigation	-	416,700
EGL Construction Contract	-	66,687
TTS Construction Contract - Intake Inspection	-	7,380
Rodney Hunt Company	-	4,350
Water System Improvements	-	4,159
 <i>Agenda Item March 28, 2013</i>		
Allen Butler Contract Change Order No. 1	-	36,126
MH Civil Constructors Inc.	100,000	29,700
<i>Encumbered/Expended To Date</i>	121,070	4,083,587
 <i>Estimated Costs for Remaining Appropriation</i>		
Construction	128,930	3,422,302
<i>Remaining Appropriation</i>	128,930	3,422,302
 Total Appropriation	\$ 250,000	7,505,889

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

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

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

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



Regular City Council Meeting

5. 6.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution - Stormwater Engineering: Consider a resolution authorizing the Mayor to execute contract 11132 with MH Civil Constructors, Inc., for the Concrete Drainage Channel Repairs Project, RFP 13-11132-MA.

Item Summary

This project will address numerous concrete drainage channels throughout the City that are in various stages of disrepair. Broken channels have become a safety hazard when erosion occurs and leaves the concrete structures suspended and prone to collapse. Repair and/or reconstruction of these channels will attempt to minimize future erosion and safety concerns in these areas. The contractor selected will perform various repairs around the City of the drainage channels that are safety hazards and need to be repaired as recommended by the Concrete Drainage Channel Repair Study. This service contract will allow a contractor to perform the necessary repairs as they occur in an expedient manner.

An evaluation committee reviewed the proposals based on the following criteria: 40% Substantial successful experience, 20% Contractor’s Qualifications, 20% Capability to meet schedules and deadlines, 20% Record of previous performance. Proposals were ranked as follows:

Bidders	Points
MH Civil Constructors, Inc. of Amarillo, TX	293
Campbell West Infrastructure of Lubbock, TX	100

The initial contract will be for two years with the possibility of extending it an additional three years in one-year increments as needed for a total possible contract length of five years. The service contract is awarded by hourly rate. The total amount of this award is estimated and actual expenditures may be more or less depending on actual requirements. The hourly rate will not change.

The committee recommends that the service contract be awarded to MH Civil Constructors, Inc. of Amarillo, Texas for an amount not to exceed \$200,000 for the first year of the contract. Additional monies will be added to the contract as Council approves future capital project budgets.

Appendix A to the contract, Erosion Control Measures: Descriptions, Strengths, and Weaknesses and Exhibit B are available in the City Secretary's office.

Fiscal Impact

\$365,000 is appropriated in Capital Improvement Project 8545, Concrete Drainage Channel Repairs, with \$200,000 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - MH Civil Const.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11132 for concrete drainage channel repairs, by and between the City of Lubbock and MH Civil Constructors, Inc., of Amarillo, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

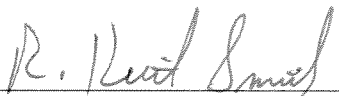
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

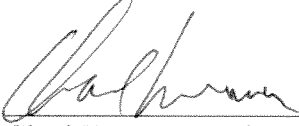
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdoks/RES.Contract-MH Civil Constructors, Inc.
March 11, 2013

CITY OF LUBBOCK, TX
Concrete Drainage Channel Repairs
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the 28th day of March 2013, ("Effective Date") by and between MH Civil Constructors, Inc. of Amarillo, Texas (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 13-11132-MA for, Concrete Drainage Channel Repairs.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Concrete Drainage Channel Repairs, upon terms and conditions maintained in this Agreement; and

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

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

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal
4. Exhibit C – Price Sheet
5. Exhibit D – Insurance

Scope of Work

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

Article 1 Services

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

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

Article 2 Miscellaneous.

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

option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

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

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor

MH Civil Constructors, Inc.

ATTEST:

Rebecca Garza, City Secretary

Title

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

General Requirements

SCOPE OF WORK

The contractor shall have the ability to make repairs and/or replace existing concrete drainage channels. The types of repairs will vary based on the specific situations, and materials such as gabion baskets, turf reinforcement mats, rock riprap, concrete lining, and more are expected to be used for the repairs. Most of the existing failures are in or around concrete channels that have experienced erosion due to possibly undersized channel capacity or wave action undercutting the structures. This service contract will help to repair many of these instances that are present all over town. Specific direction will be provided by the City Storm Water Engineer as to which particular location needs attention and which methodology will be utilized. The contractor must be able to mobilize and respond quickly, especially at times when an emergency type of repair is needed.

Detailed Scope:

1. Provide all labor, materials, tools, supervision and equipment to fully perform the work of repair and/or replacement of concrete drainage channels as well as the earthwork grading necessary for the repair. The methods of construction shall conform to the requirements of all applicable American Society of Testing Materials (ASTM) Standards as well as all the American National Standards Institute (ANSI) and NSF International Standards.
2. Utilize a variety of techniques to repair/replace broken concrete channels throughout the City of Lubbock. Specific direction for locations and type of repairs will be provided by the City. Coordination with Contractor will be essential in helping determine the best repair process to help prevent future erosion in the immediate area.
3. Provide traffic control as necessary in accordance with applicable TXDOT and TMUTCD regulations.
4. Furnish cleanup and restoration of the site to pre-construction conditions or better.
5. Carry out operations in accordance with local, state, federal and OSHA safety regulations.

4 CONTRACT TERMS AND DURATION

The Contract will be in the form of Contract for Services. Payment for work will be on a labor and equipment basis and will be negotiated on a case-by-case basis. Payment will be based on time at the site only; mobilization/demobilization costs are to be included in the proposed rates.

The Contract will begin after award of services by the City Council and the initial contract will remain in effect for a period of two (2) years. The City has the option to extend the contract three times in one-year increments, for a maximum total contract length of five years. If the CITY opts for an extension, the Contractor's rates, as listed on Schedule Rate, shall be increased or decreased in proportion to the percentage increase or decrease, if any, in the Consumer Prime Index (all Urban Consumers) for the 12 month period prior to the beginning of each contract extension.

Failure of Contractor to meet any of the contract requirements shall be considered sufficient grounds for immediate cancellation of the contract. The City may cancel by

giving written notice to Contractor indicating the effective date of such cancellation. Waiver by the City of any breach of any covenant or agreement contained in said contract on the part of Contractor shall be deemed or held to be a waiver of any breach of any covenant or agreement contained therein.

5 CITY'S RESPONSIBILITIES

The City Storm Water Management department will identify, assess, and prioritize specific problems. The City will notify Contractor of locations requiring repair and a description of the field conditions at repair locations, along with the type of repair method to be utilized.

6 CONTRACTOR'S RESPONSIBILITIES

Contractor will be required to perform repairs to the City's surface drainage features. Contractor is responsible for all means and methods used to complete the repairs, as directed by the City. Contractor shall be responsible for providing the following at levels adequate to complete repairs in a timely manner as outlined below:

- Qualified Labor
- Tools
- Equipment
- Transportation
- Services (including fuel, electricity, water, and communications)

The Contractor shall be responsible for notifying the Storm Water Management department for each of the working days of this contract. The State of Texas has adopted the Federal Davis-Bacon wage rates for use in Texas pursuant to and in accordance with the Texas Government Code, Section 2258.022. Bidders may access the U. S. Department of Labor web site at the following web address to obtain the rates to be used in Lubbock County: <http://www.wdol.gov/dba.aspx>

As the scope of this bid includes repairs or maintenance on "Public rights-of-way", contractor shall certify the payment of the "Davis Bacon prevailing Wage" to all employees performing work as part of the contract.

Water Quality Protection or Storm Water Quality

Much of the work on this contract will occur at or near local playa lakes. As such, the contractor shall take all necessary steps to protect the playa lakes from discharges of construction-related materials into the lakes. This will require the use of Best Management Practices (BMPs) such as providing sediment controls, temporarily rerouting drainage flows during construction, and providing an area for concrete washout. Specific BMPs questions can be directed to the Storm Water Management Department.

The Contractor is responsible for damage resulting from performing repair and clean up of effected area.

CONTRACTOR'S LICENSE CLASSIFICATION: Contractor shall possess a valid Contractor's license at the time of request for proposal closing date and for the duration of the Contract. Failure to possess the specified license shall render the proposals as non-responsive.

The Contractor is responsible for meeting all Contract conditions and City Standards & Details for all work performed. Substandard work, as determined solely by the City, shall be redone at the expense of the Contractor.

7 REPAIR STANDARDS

Final repair shall provide for fully functional and flowing condition of surface drainage features. The current City Standard Specifications & Details at the time of repair shall be complied with. The **Technical Memorandum for Concrete Drainage Channel Repairs – Appendix A** shall be adhered to for types and techniques of repairs. All Federal, State, and Local health and safety rules and regulations shall be complied with.

8 MATERIALS AND SUPPLIES

Contractor will use materials and supplies that conform to the material being repaired or replaced. Alternate materials may be used upon request and approval from the Storm Water Engineer. Contractor will be required to provide necessary materials for completion of work.

9 SCHEDULING

Time is of the essence for all work contemplated by the Contract. Contractor will make a good faith effort to start repairs within five (5) days of notification or in accordance with a written schedule approved by the City. If repair cannot be completed within a timely period, Contractor shall provide written notification to the City detailing reasons for delay and anticipated completion schedule within two (2) days of notification. Normal work hours are anticipated to be Monday through Friday 7:00 am to 5:00 pm. Any work outside of these times needs prior authorization from the City at least 48 hours in advance.

10 PROTECTION OF EXISTING FACILITIES

10.1 GENERAL

- A. The Contractor shall protect all existing utilities and improvements not designated for removal and shall restore damaged or temporarily relocated utilities and improvements to a condition equal to or better than they were prior to such damage or temporary relocation.
- B. The Contractor shall verify the exact locations and depths of all utilities shown and the Contractor shall make exploratory excavations of all utilities that may interfere with the Work.
- C. The number of exploratory excavations required shall be that number which is sufficient to determine the alignment and grade of the utility.

10.2 RIGHTS-OF WAY

- A. The Contractor shall not do any work that would affect any oil, gas, sewer, or water pipeline; any telephone, communication cable, fiber optic transmission line, or electric transmission line; any fence; or any other structure, nor shall the Contractor enter upon the right-of-way involved until notified by the Engineer that the City has secured authority therefore from the proper party. After authority has been obtained, the Contractor shall give said party due notice of its intention to begin work, and shall give said party convenient access and every

facility for removing, shoring, supporting, or otherwise protecting such pipeline, transmission line, ditch, fence, or structure, and for replacing same. When two (2) or more contracts are being executed at one time, on the same or adjacent land in such manner that work on one contract may interfere with that on another, the City shall determine the sequence and order of the Work. When the territory of one contract is the necessary or convenient means of access for the execution of another contract, such privilege of access or any other reasonable privilege may be granted by the City to the Contractor so desiring, to the extent, amount, in the manner, and at the times permitted.

10.3 RESTORATION OF PAVEMENT

- A. General: All paved areas, including asphalt concrete berms, cut or damaged during construction, shall be replaced with similar materials of equal thickness to match the existing adjacent undisturbed areas. Exceptions would be specific resurfacing requirements of the permit-issuing agency. All temporary and permanent pavement shall conform to the requirements of the City. All pavement, which is subject to partial removal, shall be neatly saw cut in straight lines per City specifications. The Contractor shall be responsible for the repair of all trenches and paved areas that settle or fail within one year of construction.
- B. Temporary Resurfacing: Wherever required by the public authorities having jurisdiction, the Contractor shall place temporary surfacing promptly after backfilling and shall maintain such surfacing for the period of time fixed by said authorities before proceeding with the final restoration of improvements.
- C. Permanent Resurfacing: In order to adhere to the City of Lubbock Standard Specifications & Details regarding adjacent surfaces, the Contractor shall saw cut back and trim the edge so as to provide a clean, sound, vertical joint before permanent replacement of an excavated or damaged portion of pavement.
- D. Restoration of Sidewalks or Private Driveways: Wherever sidewalks or private roads have been removed for purposes of construction, the Contractor shall place suitable temporary sidewalks or roadways promptly after back-filling and shall maintain them in satisfactory condition for the period of time fixed by the authorities having jurisdiction over the affected portions before proceeding with the final restoration or, if no such period of times is so fixed, the Contractor shall maintain said temporary sidewalks or roadways until the final restoration thereof has been made.

RFP 13-11132-MA Concrete Drainage Channel Repairs

City of Lubbock, Tx
 Concrete Drainage Channel Repairs
 RFP 13-11132-MA

SCHEDULE OF RATES

DESCRIPTION	HOURLY RATE	ESTMATED ANNUAL HOURS	TOTAL COST
Labor – Normal hours Monday – Friday			
Supervisor	\$50.00	1500	\$75,000
Equipment Operator	\$35.00	1500	\$52,000
Truck Driver	\$30.00	1500	\$45,000
Laborer	\$25.00	1500	\$37,500
Urgent Repairs (within hours 8)			
Supervisor	\$50.00	500	\$25,000
Equipment Operator	\$35.00	500	\$17,500
Truck Driver	\$30.00	500	\$15,000
Laborer	\$25.00	500	\$12,500
Emergency Repairs (within hours 4)			
Supervisor	\$80.00	100	\$8,000
Equipment Operator	\$45.00	100	\$4,500
Truck Driver	\$40.00	100	\$4,000
Laborer	\$35.00	100	\$3,500

City of Lubbock, Tx
 Concrete Drainage Channel Repairs
 RFP 13-11132-MA

III. INSURANCE

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

INSURANCE COVERAGE REQUIRED

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

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

TYPE OF INSURANCE	COMBINED SINGLE LIMIT
GENERAL LIABILITY	
<input checked="" type="checkbox"/> Commercial General Liability	<input checked="" type="checkbox"/> General Aggregate \$1,000,000
<input checked="" type="checkbox"/> Occurrence	<input checked="" type="checkbox"/> Products-Comp/Op AGG
<input type="checkbox"/> W/Heavy Equipment	<input checked="" type="checkbox"/> Personal & Adv. Injury
<input type="checkbox"/> To Include Products Of Complete Operation Endorsements Contractual Liability	
AUTOMOTIVE LIABILITY	
<input checked="" type="checkbox"/> Any Auto All Owned Autos	
<input checked="" type="checkbox"/> Aggregate \$1,000,000	
<input checked="" type="checkbox"/> WORKERS COMPENSATION AND OCCUPATIONAL MEDICAL AND DISABILITY <input checked="" type="checkbox"/> EMPLOYERS' LIABILITY	\$1,000,000
OTHER: COPIES OF ENDOSEMENTS ARE REQUIRED	
<input checked="" type="checkbox"/> City of Lubbock named as additional insured on Auto/General Liability on a primary and non-contributory basis.	
<input checked="" type="checkbox"/> To include Products of Completed Operations endorsement.	
<input checked="" type="checkbox"/> Waiver of subrogation in favor of the City of Lubbock on all coverages, except	

The City of Lubbock shall be named additional insured on Auto/General Liability on a primary and non-contributory basis with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the WORK ORDER number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

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

upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

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

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

NOTICES

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

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

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

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 28, 2013**

Capital Project Number: 8545
 Capital Project Name: Concrete Drainage Channel Repairs

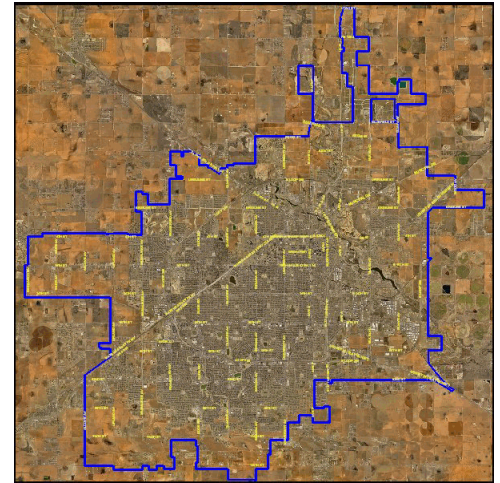
	Budget
<i>Encumbered/Expended</i>	
Alan Plummer Associates Contract	\$ 114,689
Lone Star Dirt and Paving - North Akron Repair	42,262
City of Lubbock Staff Time	3,149
Hugo Reed	2,082
Bid Cost	153
 <i>Agenda Item March 28, 2013</i>	
MH Civil Constructors, Inc. contract	200,000
	362,335
 <i>Estimated Costs for Remaining Appropriation</i>	
Contingency	2,665
<i>Remaining Appropriation</i>	2,665
 Total Appropriation	 \$ 365,000

Managing Department **Storm Water Utility**

Project Manager **Mike Keenum**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope
 Evaluate and repair/reconstruct drainage channels throughout Lubbock to minimize future erosion surrounding existing channels.

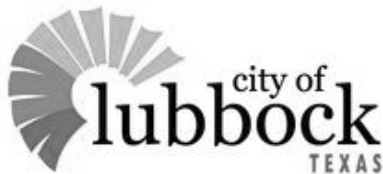
Project Justification
 Numerous concrete channels are in various stages of disrepair. Broken channels are a safety hazard where erosion has occurred, leaving the concrete structures suspended and prone to collapse. Broken structures that have fallen off into lakes are not aesthetically pleasing.

Project History
 The underlying safety hazards associated with the concrete drainage channels necessitate an ongoing evaluation and repair of the structures.

\$15,000 was appropriated in FY 2008-09, Ord. No. 2008-O0077, September 11, 2008.
 \$100,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
 \$250,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	350,000	0	250,000	250,000	250,000	0	0	1,100,000
Design and Engineering	15,000	0	0	0	0	0	0	15,000
Total Project Appropriation	365,000	0	250,000	250,000	250,000	0	0	1,115,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2009 Storm Water Pay-As-You-Go	15,000	0	0	0	0	0	0	15,000
FY 2010 Storm Water Pay-As-You-Go	100,000	0	0	0	0	0	0	100,000
FY 2011 Storm Water Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
FY 2014 Storm Water Pay-As-You-Go	0	0	250,000	0	0	0	0	250,000
FY 2015 Storm Water Pay-As-You-Go	0	0	0	250,000	0	0	0	250,000
FY 2016 Storm Water Pay-As-You-Go	0	0	0	0	250,000	0	0	250,000
Total Funding Sources	365,000	0	250,000	250,000	250,000	0	0	1,115,000



Regular City Council Meeting

5. 7.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution - Public Works Traffic Engineering: Consider a resolution authorizing the Mayor to execute purchase order contract 10007893 with Pelco Structural, LLC for traffic signal mast arm assemblies.

Item Summary

The purchase order contract is for 14 mast arm assemblies of various lengths to be installed at thoroughfare intersections. Mast arm assemblies support traffic signal heads, opticom traffic control equipment, video detection, and traffic signs for the operation of signalized intersections. The mast arm assemblies are to be installed at 114th Street and Frankford Avenue, 82nd Street and Avenue U, 34th Street and 29th Drive, and 98th Street and Milwaukee Avenue. Spare mast arm assemblies for emergency repairs are included in the purchase order contract.

Staff recommends the \$140,761 purchase from Pelco Structural, LLC, of Claremore, Oklahoma, through the TxSmartBuy Contract 550-A2. TxSmartBuy is one of several cooperative purchasing programs authorized by Texas statute. Cooperative purchasing programs were created by legislation in 1979 in accordance with Sections 271.081-271.083 Local Government Code, V.T.C.A., Section 2155.202 and 2175.001(1) of the Texas Government Code, Title 10, Subtitle D. This legislation provides the legal authority for local governments to participate in the TxSmartBuy Program and provides State of Texas volume purchasing power to local governments.

Fiscal Impact

\$6,650,000 is appropriated in Capital Improvement Project 92220, Milwaukee Avenue and 98th Street, with \$45,648 available for this purpose; \$6,000,000 is appropriated in Capital Improvement Project 92228, Frankford Avenue, 98th Street to 114th Street, with \$45,648 available for this purpose; and \$1,100,000 is appropriated in Capital Improvement Project 92172, Traffic Signals/Controllers, with \$49,465 available for this purpose. The total purchase is \$140,761.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Pelco Structural

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, Purchase Order No. 10007893 for the purchase of Traffic Signal Mast Arms as per TxSmartbuy Contract No. 550-A2, by and between the City of Lubbock and Pelco Structural, LLC of Claremore, Oklahoma, 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:



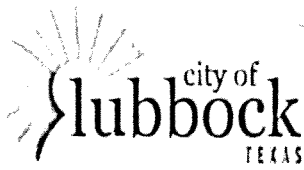
R. Keith Smith, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Pelco Structural, LLC-PurchaseOrd
February 26, 2013



PURCHASE ORDER

Page - 1
Date - 03/04/2013
Order Number 10007893 000 OP
Branch/Plant 4525

TO:
PELCO STRUCTURAL LLC
1501 INDUSTRIAL BLVD
CLAREMORE Oklahoma 74017

SHIP TO:
CITY OF LUBBOCK
TRAFFIC CONTROLS BUILDING
202 MUNICIPAL DR
LUBBOCK Texas 79403

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

Ordered 03/28/2013 Freight
Requested 06/01/2013 Taken By T LENNON
Delivery PER R GARZA REQ 41131 TXSMARTBUY CONTRACT NO. 550-A2

Table with columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include items like 50' SMA - 80/100, 40' SMA - 80/100, 50' SMA - 80/100, 50' SMA - 80/100, 55' SMA - 80/100.

Total Order
140,761.00

Terms NET DUE ON RECEIPT

This purchase order encumbers funds in the amount of \$140,761 awarded to Pelco Structural LLC of Claremore, Oklahoma on March 28, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation dated February 26, 2013, from Pelco Structural LLC of Claremore, Oklahoma and TXSmartbuy Contract 550-A2. Resolution#

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



1501 Industrial Blvd.
Claremore, Oklahoma 74017
Phone: 918-283-4004 - Fax: 918-283-4005
www.pelcostructural.com

February 26, 2013

Rudy Garza
City of Lubbock
202 Municipal Dr.
Lubbock, TX 79403

Project: Term Contract 550-A2 Quote
Quote No. Q19322

Item	Item No.	Qty	Description	Unit Price	Extended Price
1.	55085592206	3	40' SMA-80/100	\$ 4,971.00	\$ 14,913.00
2.	55085591911	10	50' SMA-80/100	\$11,412.00	\$114,120.00
3.	55085591912	1	55' SMA-80/100	\$11,728.00	\$ 11,728.00
				Total:	\$140,761.00

- * Price does not include commission or distributors markup (if necessary).
- * Mast arm assemblies will be multi-sided and galvanized only.
- * Sign and signal supports are not included.
- * Vibration dampers are not included.
- * Anchor bolts and setting templates are included.
- * Poles are per State of Texas specifications (100 MPH Wind Zone).
- * Foundation design is not included.
- * Shipment is 60 days after receipt of purchase order if placed with the TXDOT Smart Buy Contract 550-A2.
- * Current shipping schedules noted above are solely those in effect at time of this quotation. Actual schedules are subject to change due to steel availability, circumstances and/or conditions existing at time of order by customer.
- * Shipping schedule noted will commence after receipt of written purchase order, approved and accepted by Pelco Structural.
- * On print approval and hold for release orders, shipping schedule will commence after approval and actual release by customer.
- * F.O.B. Lubbock, TX.
- * All quotations are subject to acceptance by Pelco Structural at time of order offer.
- * Pricing is valid for two weeks from the date of this quotation.
- * Pricing is subject to increase based upon date of release.
- * Terms are net 30 days for established accounts.


Approved By Don Goodell

THIS MESSAGE IS INTENDED ONLY FOR THE USE OF THE INDIVIDUAL OR ENTITY TO WHICH IT IS ADDRESSED, AND MAY CONTAIN INFORMATION THAT IS PRIVILEGED, CONFIDENTIAL AND EXEMPT FROM DISCLOSURE UNDER APPLICABLE LAW. IF THE READER OF THIS MESSAGE IS NOT THE INTENDED RECIPIENT, OR THE EMPLOYEE OR AGENT RESPONSIBLE FOR DELIVERING THE MESSAGE TO THE INTENDED RECIPIENT, YOU ARE HEREBY NOTIFIED THAT ANY DISSEMINATION, DISTRIBUTION OR COPYING OF THIS COMMUNICATION IS STRICTLY PROHIBITED. IF YOU HAVE RECEIVED THIS MESSAGE IN ERROR, PLEASE NOTIFY US IMMEDIATELY BY TELEPHONE, AND RETURN THE ORIGINAL TO US AT THE ABOVE ADDRESS VIA THE U.S. POSTAL SERVICE. THANK YOU.

Thank You For Your Business!

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 28, 2013**

Capital Project Number:	92220
Capital Project Name:	Milwaukee Avenue 94th to 104th Street
Capital Project Number:	92172
Capital Project Name:	Traffic Signal Controllers
Capital Project Number:	92228
Capital Project Name:	Frankford Avenue 98th Street to 114th Street

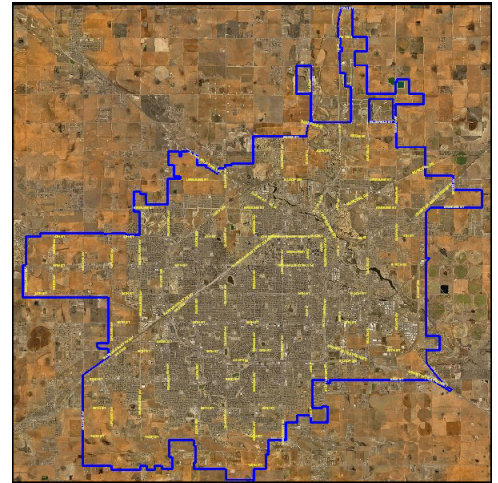
	Budget		
Capital Project Number:	92220	92172	92228
<i>Encumbered/Expended</i>			
Street System Construction	\$ -	-	4,978,366
Signal Equipment	-	752,795	10,102
Professional Services	863	-	15,214
Kimley-Horn RPR Contract	318,655	-	-
Milwaukee and 98th Construction	5,670,576	-	-
Bid Cost	727	-	618
City of Lubbock Staff Time	21,932	140,975	117,490
Temporary Employees	-	323	-
 <i>Agenda Item March 28, 2013</i>			
Purchase of Mast Arms	45,648	49,465	45,648
<i>Encumbered/Expended To Date</i>	6,058,401	943,558	5,167,438
 <i>Estimated Costs for Remaining Appropriation</i>			
Signage, lighting, and signals	45,000	6,000	45,000
Traffic signal equipment/installation	-	80,442	-
Detection Equipment	-	40,000	-
City of Lubbock Staff Time	8,000	30,000	8,000
Construction	538,599	-	779,562
<i>Remaining Appropriation</i>	591,599	156,442	832,562
 Total Appropriation	\$ 6,650,000	1,100,000	6,000,000

Managing Department **Traffic Engineering**

Project Manager **Sharmon Owens**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Install signals at un-signalized intersections and school zones as warranted, upgrade new controllers, and perform necessary repairs. Major repairs such as replacing crushed conduit and wiring, rebuilding failing signal arm assemblies, and exchanging cabinets and signal arm assemblies that have been damaged is not included in the Department's maintenance budget or in the Traffic Signal Upgrade project.

Project Justification

The project provides funding for new signals and school zones designed and constructed in-house. The project will also be utilized to upgrade existing traffic signals requiring major repairs. Public safety is a major factor considered when installing and maintaining traffic signals and school zones.

Project History

One school zone has been designed and built from these funds in February 2009. In February 2010, CTC approved the design and construction of a traffic signal. The signal at Memphis Avenue and 98th Street has been constructed. Equipment is currently being purchased for the upgrades of University Avenue and 19th Street, Indiana Avenue and 19th Street, and Quaker Avenue and 82nd Street. Pedestrian countdown heads are also being purchased to install along the Texas Tech Campus.

\$200,000 was appropriated in FY 2008-2009 Budget, Ordinance No 2008-O0077 on September 11, 2008.

\$300,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

\$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	800,000	300,000	300,000	300,000	300,000	300,000	0	2,300,000
Design and Engineering	0	0	0	0	0	0	0	0
Total Project Appropriation	800,000	300,000	300,000	300,000	300,000	300,000	0	2,300,000

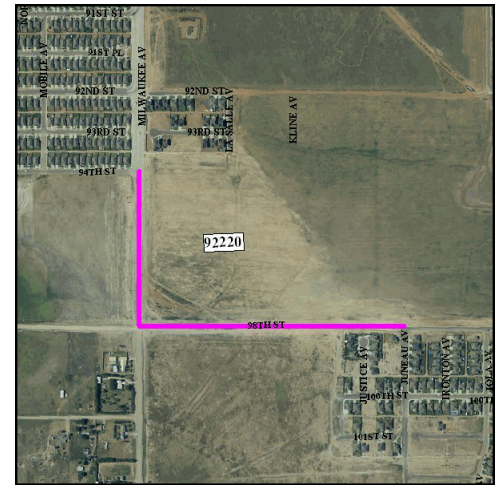
Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2008 General Obligation Bonds	421	0	0	0	0	0	0	421
FY 2009 Tax Supported Revenue CO's	199,579	0	0	0	0	0	0	199,579
FY 2011 Tax Supported Revenue CO's	600,000	0	0	0	0	0	0	600,000
FY 2013 10-Year Tax Revenue CO's	0	300,000	0	0	0	0	0	300,000
FY 2014 10-Year Tax Revenue CO's	0	0	300,000	0	0	0	0	300,000
FY 2015 10-Year Tax Revenue CO's	0	0	0	300,000	0	0	0	300,000
FY 2016 10-Year Tax Revenue CO's	0	0	0	0	300,000	0	0	300,000
FY 2017 10-Year Tax Revenue CO's	0	0	0	0	0	300,000	0	300,000
Total Funding Sources	800,000	300,000	300,000	300,000	300,000	300,000	0	2,300,000

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Construct full width concrete paving of a seven-lane thoroughfare on Milwaukee Avenue from 94th Street to 104th Street; three-lane asphalt strip paving on Milwaukee Avenue from 104th Street to 114th Street; and two-lane asphalt strip paving on 98th Street from Juneau Avenue to Milwaukee Avenue.

Project Justification

Development and traffic demands continue to grow in this area. Portions of this project include unpaved roadways which have generated numerous complaints of dust and mud and require a significant maintenance effort. The paving will also improve access to the Youth Sports Complex and residents of the area.

Project History

\$750,000 was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-O0106, December 2, 2009.

\$5.9 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	5,900,000	0	0	0	0	0	0	5,900,000
Design and Engineering	750,000	0	0	0	0	0	0	750,000
Total Project Appropriation	6,650,000	0	0	0	0	0	0	6,650,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2010 General Obligation Bonds	750,000	0	0	0	0	0	0	750,000
FY 2011 General Obligation Bonds	5,900,000	0	0	0	0	0	0	5,900,000
Total Funding Sources	6,650,000	0	0	0	0	0	0	6,650,000

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **New Facility**

Project Status **Approved**



Project Scope

Construction of a T-2 thoroughfare with six travel lanes and a continuous left turn lane. The project includes concrete pavement construction, full width concrete intersections at 98th and 114th Streets, traffic signals, street lighting, and necessary drainage features.

Project Justification

The development and traffic demands continue to grow in this area. The existing strip paving is in poor condition and requires additional maintenance with the increased traffic loads.

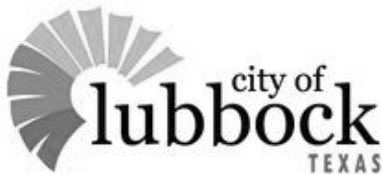
Project History

\$8,376,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

Reduced \$2,376,000 due to construction costing less than projected, 4-3-12.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	6,000,000	0	0	0	0	0	0	6,000,000
Total Project Appropriation	6,000,000	0	0	0	0	0	0	6,000,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2008 Gateway Streets Revenue CO's	765,695	0	0	0	0	0	0	765,695
FY 2009 Gateway Streets Revenue CO's	5,234,305	0	0	0	0	0	0	5,234,305
Total Funding Sources	6,000,000	0	0	0	0	0	0	6,000,000



Regular City Council Meeting

5. 8.

Meeting Date: 03/28/2013

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a portion of 66th Street east of Milwaukee Avenue.

Item Summary

The ordinance abandons and closes a portion of 66th Street just east of Milwaukee Avenue. The north half of the street has 40-foot right-of-way and only needs to be 32-feet in width. Property owner, Mark Shipton, has requested to close the remaining 8-foot of the right-of-way. The street closure area will remain a utility easement.

Fiscal Impact

The total area being closed is 4,399.56 square foot. The Right-of-Way Department has valued the closure at \$1.75 per square foot based on adjacent property land values. The value of \$7,699.23 x 50% easement credit is a total of \$3,849.61 revenue to the City.

All utility companies are in agreement with this street closure.

Staff/Board Recommending

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

Attachments

Ordinance - ROW 66th Street

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 0.101 ACRE PORTION OF 66TH STREET IN SECTION 36, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; RESERVING AN EASEMENT FOR UTILITY PURPOSES; 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 street portion as hereinafter described in the body of this Ordinance is no longer needed for street purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for street 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 street portion as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for street purposes and for public use, such street being more particularly described in attached Exhibit "A".

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

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 this _____, 2013.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

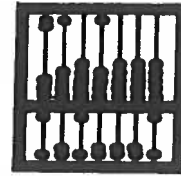


Chad Weaver, Assistant City Attorney

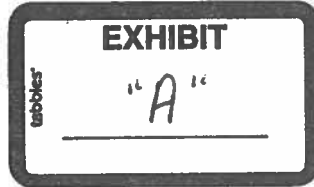
A&C-66th St., Section 36, Blk AK.ord
02.15.2013

ABACUS ENGINEERING SURVEYING

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



"Count on it"



FIELD NOTES on a 0.101 Acre Tract 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 Southeast corner of this tract whence the Southwest corner of Section 36, Block AK bears N 88°12'48" W (Texas North Central Zone Bearing Basis), 912.05 feet and S 01°47'12" W, 32.0 feet;

THENCE N 88°12'48" W, with the proposed North line of 66th Street, 411.74 feet to a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for a corner of this tract;

THENCE N 61°29'40" W, with the proposed North line of 66th Street, 146.63 feet to a set 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Southwest corner of this tract;

THENCE N 01°44'49" E, 2.79 feet to a found 1/2" rod with stainless steel cap marked Abacus Engineering RPLS 4460 for the Northwest corner of this tract;

THENCE S 85°21'07" E, with the existing North line of 66th Street, 138.12 feet to a found rod with yellow cap for a corner of this tract;

THENCE S 00°36'36" W, 5.00 feet to a corner of this tract;

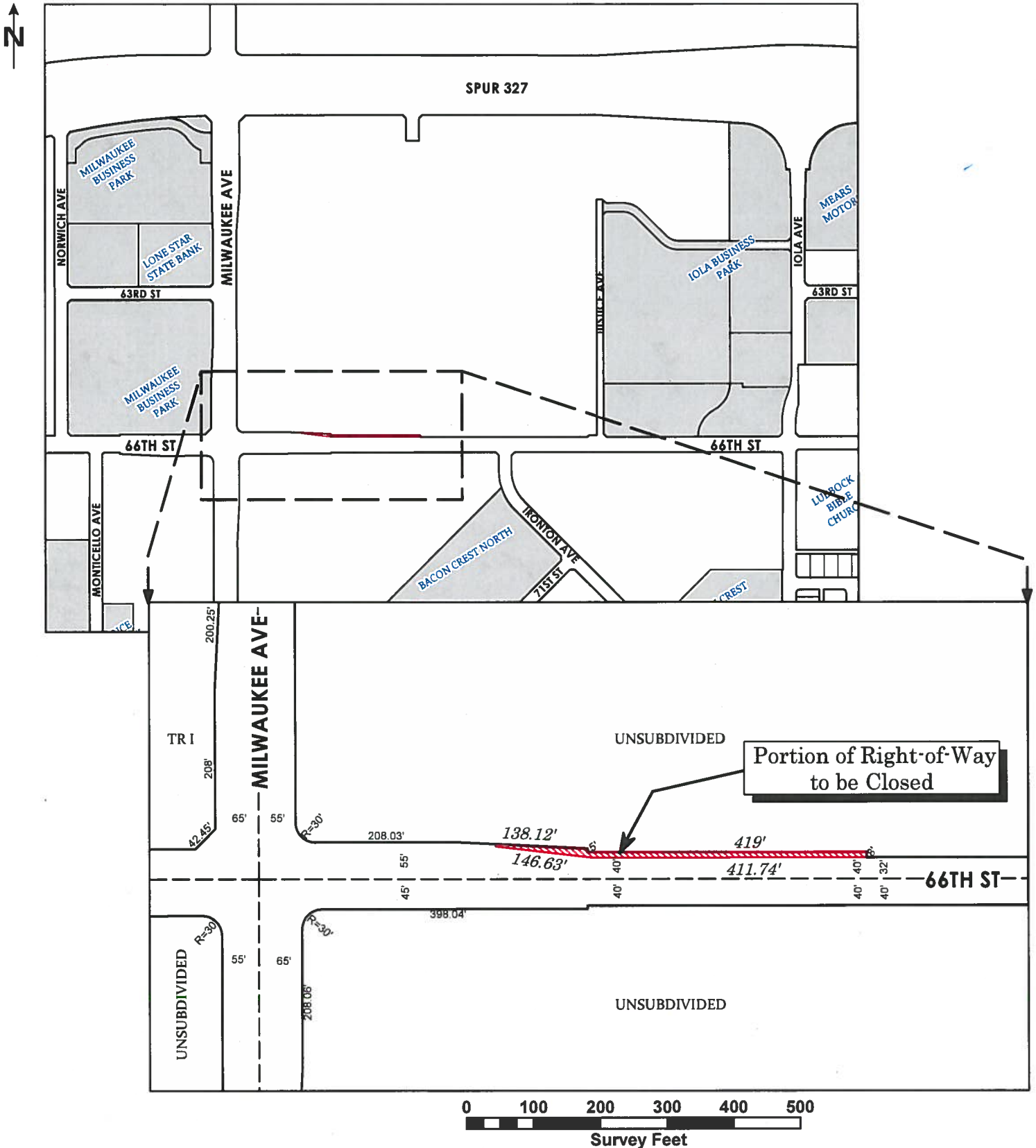
THENCE S 88°12'48" E, with the North line of 66th Street, a distance of 419.00 feet to a point for the Northeast corner of this tract;

THENCE S 01°50'28" W, with the West line of a previously surveyed 12.05 acre tract, 8.00 feet to the Place of Beginning and containing 0.101 Acres.

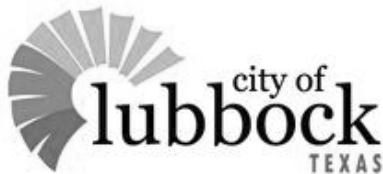
These notes are based on a survey made on the ground.
J.M. Cieszinski, RPLS # 4460
February 4, 2013



Proposed Closing of a Portion of 66th Street Along the North Right-of-Way Line Between Justice and Milwaukee Avenues



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



Regular City Council Meeting

5. 9.

Meeting Date: 03/28/2013

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Street Use License with Panda Express, Inc., c/o Panda Restaurant Group, Inc., for the use of a portion of a dedicated street to allow additional parking for the construction of the new Panda Express, 313 University Avenue.

Item Summary

Clayton Isom, representative for Panda Express, has requested a Street Use License to use a portion of a dedicated street (3rd Street) for additional parking in regard to the new construction of Panda Express.

The term of the license is for 20 years, payable every 5 years in advance, and each successive 5-year term but not to exceed 20 years, unless either party shall give written notice of termination to the other party. The license fee for each 5-year period is \$5,786 with payment in advance.

Fiscal Impact

As described above.

Staff/Board Recommending

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

Attachments

Resoutionl & Street-Use-License - Panda Express, 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, a Street Use License, by and between the City of Lubbock and Panda Express, Inc. % Panda Restaurant Group, Inc., and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

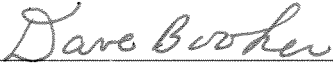
Passed by the City Council this _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

g/ccdocs/St Use Panda Express, Inc.
03.18.2013

STREET USE LICENSE

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

This License made this _____, 2013, being the date of this Agreement between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, and **Panda Express, Inc. % Panda Restaurant Group, Inc.**, hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street for additional parking described in attached Exhibit "A."

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for a successive five (5) year term not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party sixty (60) days before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **1683 Walnut Grove Ave, Rosemead, Ca 91770**, or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE THOUSAND SEVEN HUNDRED EIGHTY SIX AND NO/100 (\$5,786) DOLLARS cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the license.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this license or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a certificate of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insured, said policy covering the uses herein granted.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this License. No interest for real property is conveyed or granted by this License.

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

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this _____, 2013.

PANDA EXPRESS, INC.
% PANDA RESTAURANT GROUP, INC.

By: _____

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **GLEN C. ROBERTSON**, Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, 2013.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF _____ §

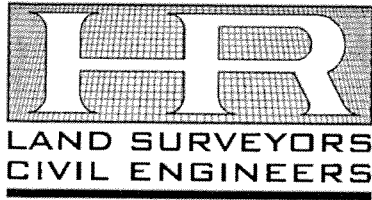
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said **Panda Express, Inc. % Panda Restaurant Group, Inc.**

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, 2013.

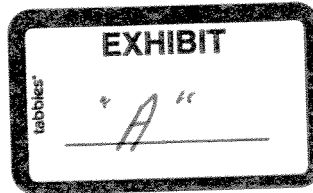
Notary Public in and for the State of Texas

My Commission Expires: _____



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-6642 / FAX 806-763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00



METES AND BOUNDS DESCRIPTION of a portion of 3rd Place being further described as follows:

BEGINNING at a 1" iron rod found in the East right-of-way line of University Avenue and the North right-of-way line of 3rd Place, at the original Southwest corner of Lot 13, Block 1, Paul M. Crouch Subdivision of Blocks 15 and 16, Roberts and McWhorter Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 98, Page 542, Deed Records of Lubbock County, Texas;

THENCE East, along the North right-of-way line of said 3rd Place, a distance of 241.10 feet to a 1 1/4" iron rod found at the original Southeast corner of Lot 17, Block 1, said Paul M. Crouch Subdivision;

THENCE South, a distance of 12.00 feet to a point;

THENCE West, a distance of 241.10 feet to a point in the East right-of-way line of said University Avenue;

THENCE North, along the East right-of-way line of said University Avenue, a distance of 12.00 feet to the Point of Beginning.

Bearings relative to the East right-of-way line of University Avenue being previously recognized as North-South.

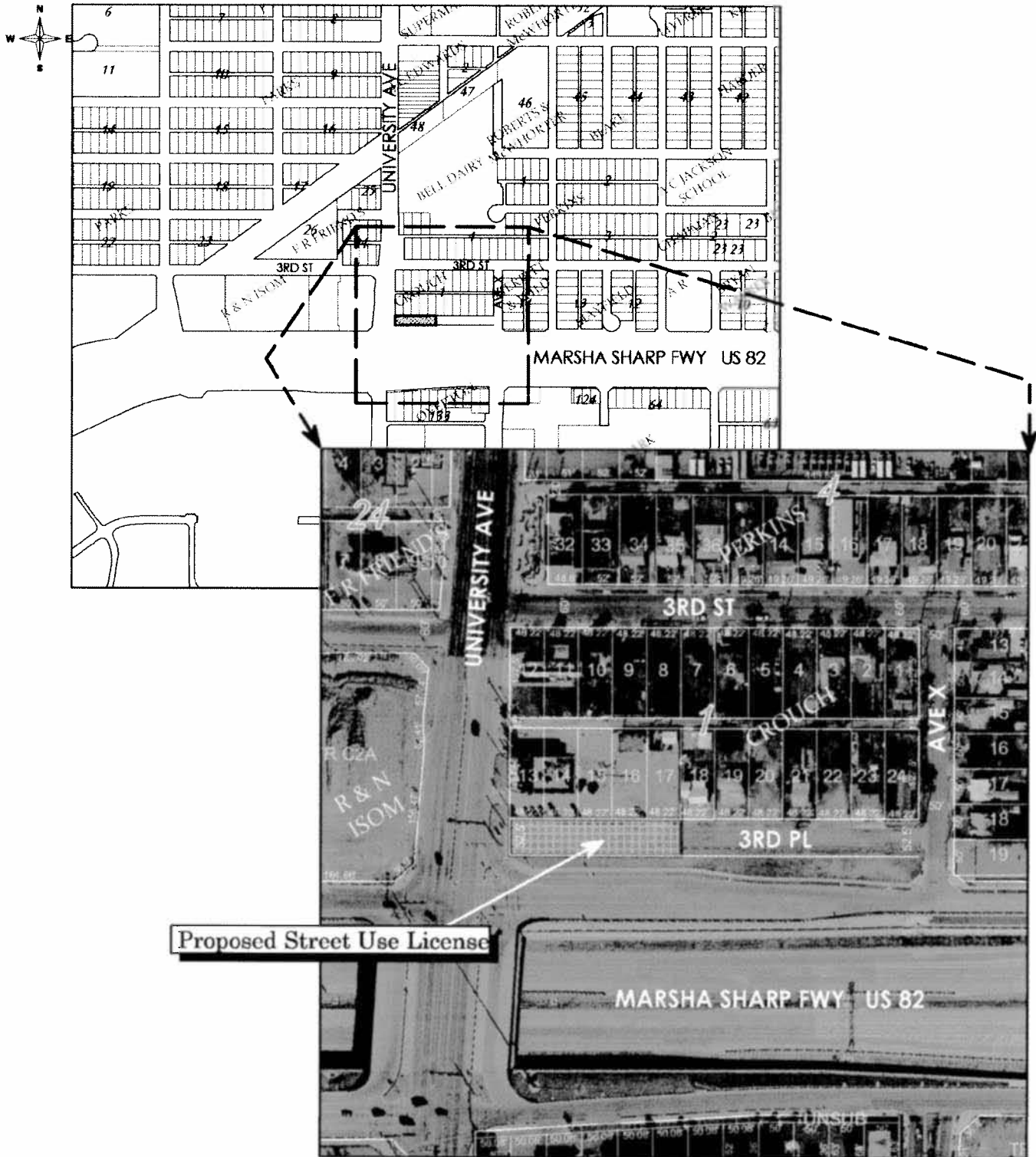
Contains: 2,893 square feet

January 27, 2012

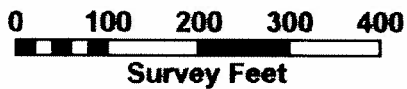
Daniel E. Martinez
Registered Professional
Land Surveyor No. 4515
State of Texas



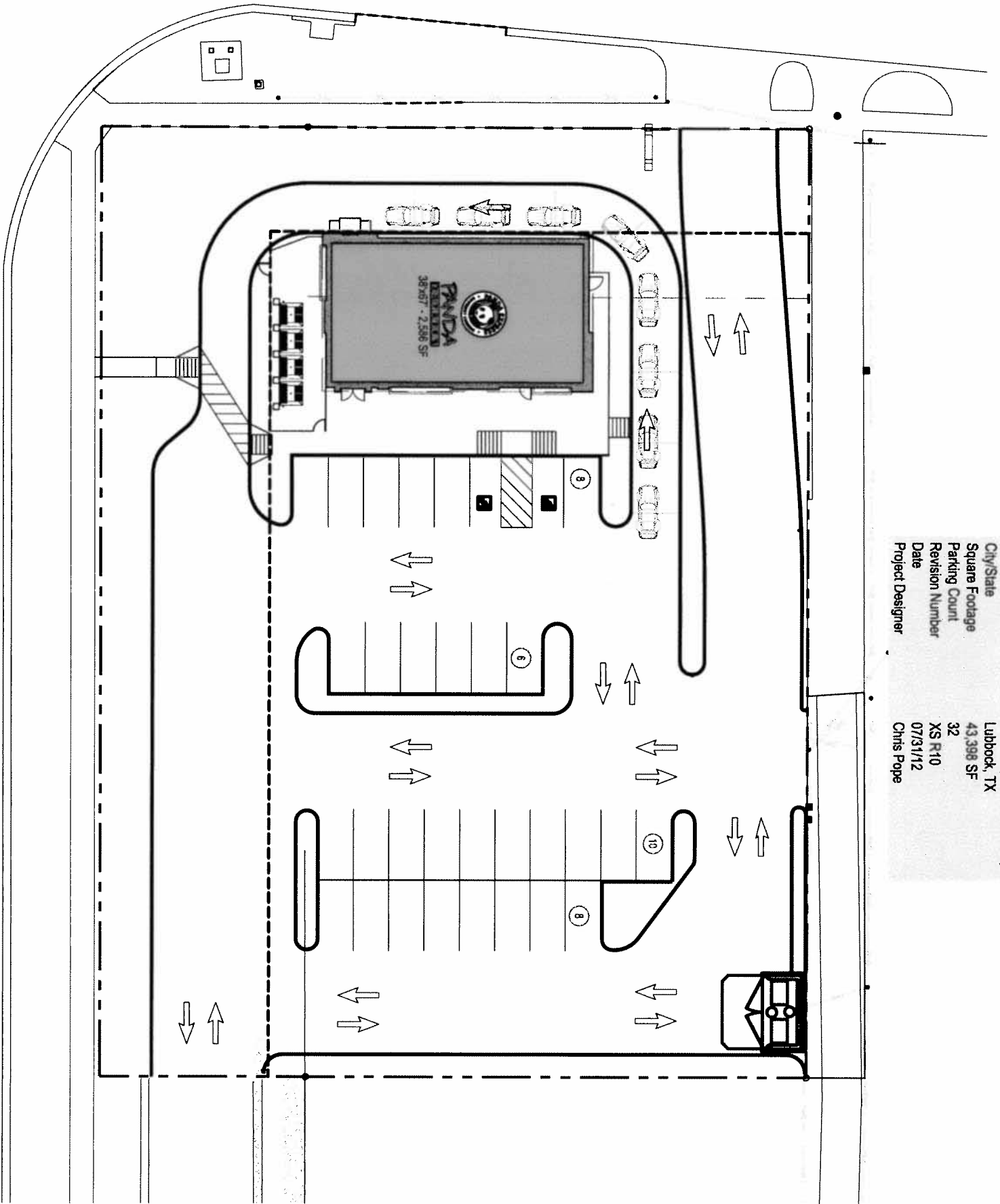
**Proposed Street Use License of a Portion of 3rd Place
between University Avenue & Avenue X
Located Adjacent to Lots 13-17, Block 1, Crouch Subdivision**



Proposed Street Use License

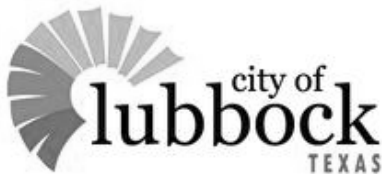


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Project Number
 Project Name
 City/State
 Square Footage
 Parking Count
 Revision Number
 Date
 Project Designer

SR-13-D3272
 University & Marsha Sharp
 Lubbock, TX
 43,398 SF
 32
 XS R10
 07/31/12
 Chris Pope



Regular City Council Meeting

5. 10.

Meeting Date: 03/28/2013

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2013-O0029 abandoning and closing a 20-foot underground utility easement located in Block AK Section 42, Lubbock County, adjacent to Tract A, Alcove Park Addition, 32nd and Yuma Avenue.

Item Summary

On March 14, 2013, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a 20-foot underground utility easement located west of Yuma Avenue and north of 32nd Street. The easement is being closed for new development in the area and a new easement will be dedicated with a new plat.

All utility companies and Public Works Engineering are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Underground Utility Easement

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT UNDERGROUND UTILITY EASEMENT, LOCATED IN BLOCK AK, SECTION 42, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE: DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement as hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use, and it would be in the public interest to close, vacate and abandon the same; NOW THEREFORE:

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

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described in attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher

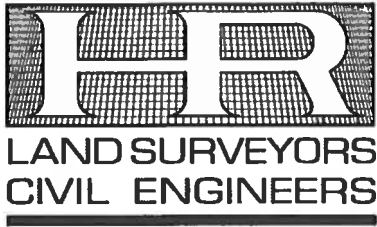
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver

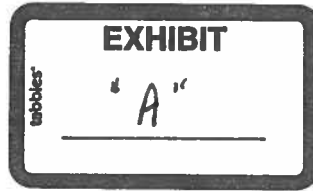
Chad Weaver, Assistant City Attorney

A&C-Easements-Block AK, Section 42.ord
02.18.2013



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891
TEXAS REGISTERED ENGINEERING FIRM F-780
TEXAS LICENSED SURVEYING FIRM 100678-00



METES AND BOUNDS DESCRIPTION of a 20' Underground Utility Easement to be located in Section 42, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the North line of the South Half of 32nd Street dedicated by the plat of Tract A, Rolling Plains Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 4333, Page, 126, Real Property Records of Lubbock County, Texas, for the Southeast corner of this tract which bears N. 89°54'46"E. a distance of 1061.06 feet and N. 00°05'14" W. a distance of 858.14 feet from the Southwest corner of Section 42, Block AK, Lubbock County, Texas;

THENCE S. 89°54'46" W., along the North line of the South Half of said 32nd Street, a distance of 20.00 feet;

THENCE N. 00°05'14" W., a distance of 498.38 feet to a point in the South line of that tract of land described in County Clerk File Number 2009014889, Official Public Records of Lubbock County, Texas, for the Northwest corner of this tract;

THENCE N. 89°53'51" E., along the South line of said tract of land, a distance of 20.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this tract;

THENCE S. 00°05'14" E., a distance of 498.39 feet to the Point of Beginning.

CONTAINS: 9,968 square feet

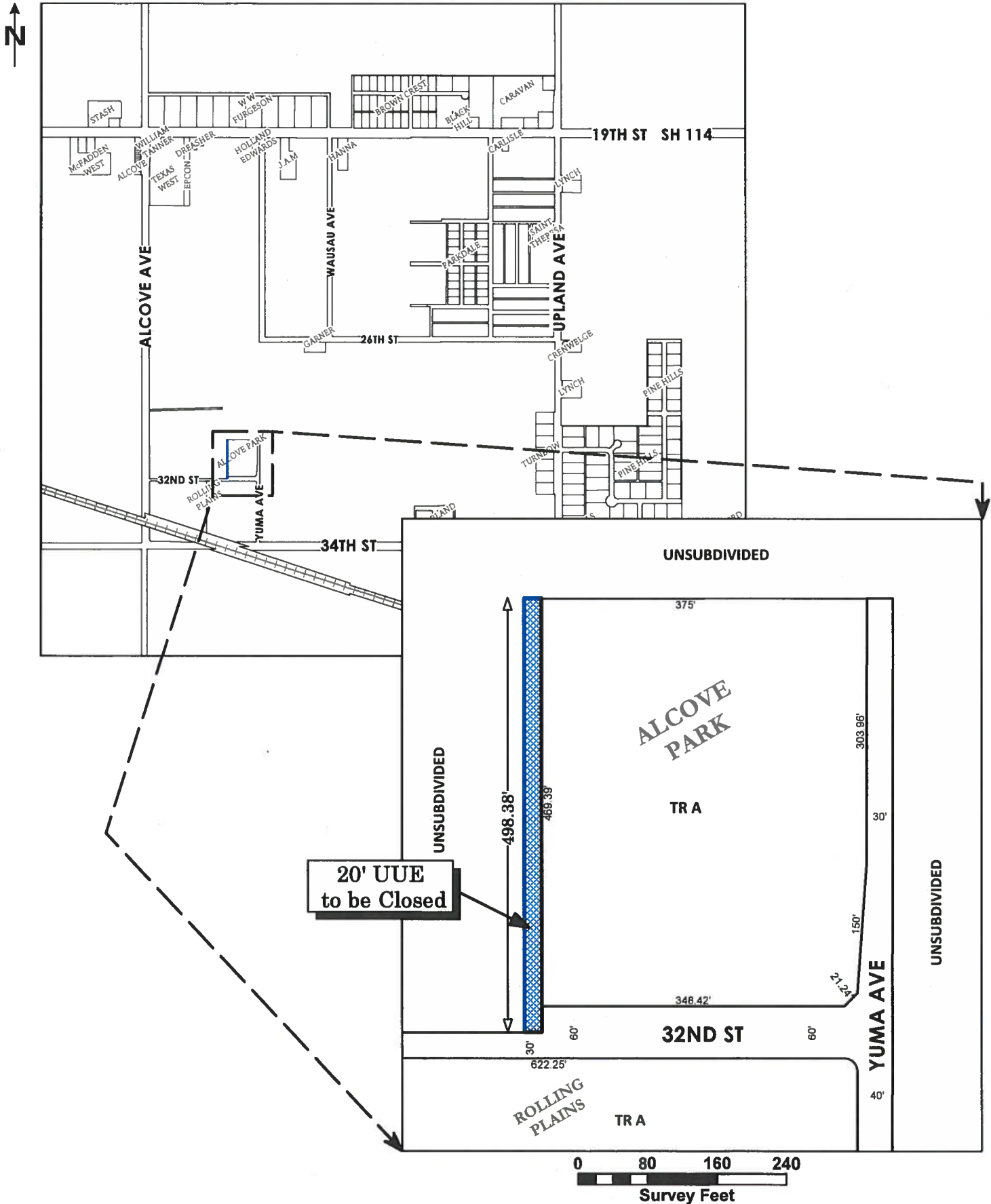
Bearings relative to the South line of Section 42, Block AK, Lubbock County, Texas, being previously recognized as S89°54'46"W.

March 17, 2010

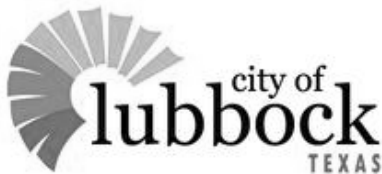
Brent Carroll
Registered Professional
Land Surveyor No. 5410
State of Texas



Proposed Closing of 20' wide Underground Utility Easement as Described in CCFN 2011-012273 and Located Adjacent to Tract A, Alcove Park Addition



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Regular City Council Meeting

5. 11.

Meeting Date: 03/28/2013

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2013-O0030 abandoning and closing a Lubbock Power & Light (LP&L) switching enclosure easement located in the southeast corner of Tract A, Clayton Homes Addition, 2318 North University Aveune.

Item Summary

On March 14, 2013, the City Council approved the first reading of the ordinance.

The ordinance abandons and closes a LP&L 8 X 8 switching enclosure easement located in the southeast corner of Tract A, Clayton Homes Addition, located just east of North University and North Loop 289 access road. The easement is being closed for new development on the property.

LP&L is in agreement with the closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Clayton Homes Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN LP&L SWITCHING ENCLOSURE EASEMENT LOCATED IN TRACT A, CLAYTON HOMES ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE: DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement 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 easements being more particularly described as follows:

Switching enclosure easement located at the southeast corner of Tract "A", Clayton Homes Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 6685, Page 105, Real Property Records of Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

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

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

GLEN C ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

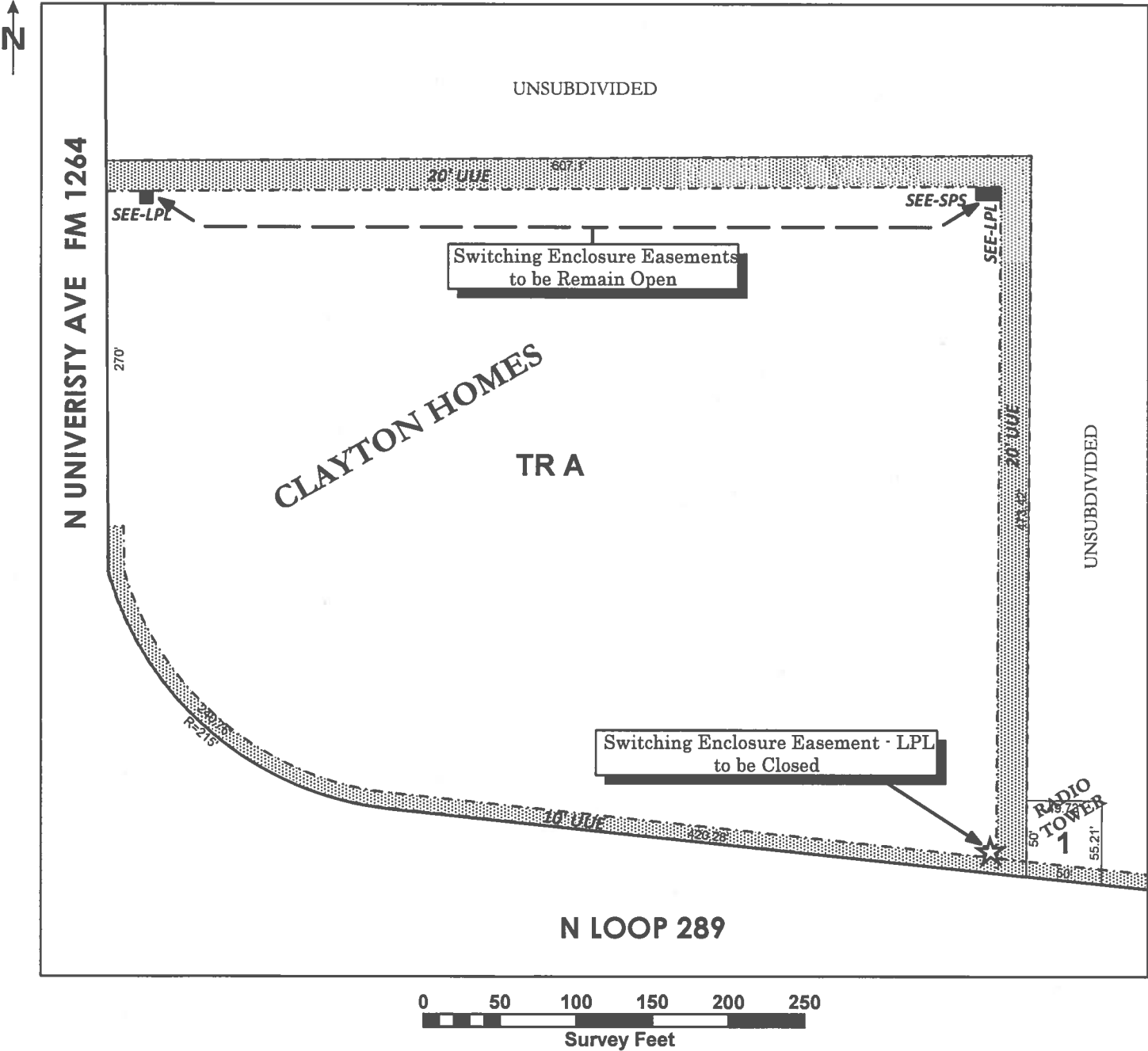
APPROVED AS TO FORM:



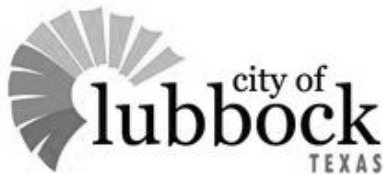
Chad Weaver, Assistant City Attorney

A&C-Easements-Tract A, Clayton Homes Addn.ord
02.18.2013

**Proposed Closing of an 8' x 8' Lubbock Power & Light
Switching Enclosure Easement
Located in the Southeastern Corner Area of
Tract A, Clayton Homes Addition**



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Regular City Council Meeting

5. 12.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution - Purchasing and Contract Management: Consider a resolution authorizing the Mayor to execute contract 11146 with Baker Office Products for office furniture annual pricing, BID 13-11146-DT.

Item Summary

This contract establishes discounted pricing for the purchase of office furniture for City departments. The discount is based off the manufacturer's retail price catalog at time of order.

The contract also includes inside delivery, complete assembly, set-up, and installation. The percentage of the discounted will remain firm against any decrease during the entire contract period including renewals. The term of the contract will be one year with the option to renew for an additional four one-year periods.

Fiscal Impact

Purchases of office furniture are appropriated through the Annual Operating Budget and Capital Improvement Program.

Staff/Board Recommending

Pam Moon, Director of Finance

Attachments

Resolution & Contract - Baker Office Products

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. 11146 for office furniture annual pricing, by and between the City of Lubbock and Baker Office Products, 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:



Pamela Moon, Director of Finance

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Baker Office Products
March 12, 2013

CITY OF LUBBOCK, TX
CONTRACT FOR
Office Furniture-Annual Pricing
Bid 13-11146-DT

THIS CONTRACT made and entered into this 28th day of March 2013, by and between the City of Lubbock ("City"), and Baker Office Products ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Office Furniture-Annual Pricing 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 Office Furniture.

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 specifications and bid are attached hereto and made part hereof, Contractor will deliver to the City the office furniture specifically referred to as Exhibit "A" and more particularly described on the Bid Form submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need.
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 per occurrence.	General Aggregate Products-Comp/Op AGG Personal & Adv.Injury Contractual Liability
Automotive Liability	\$500,000
Combined Single Limit Any Auto	Aggregate
Workers Compensation and/or Occupational Medical & Disability	Statutory Amounts

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

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 13-11146-DT, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Pamela Moon
Pamela Moon, Director of Finance

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, Assistant City Attorney

CONTRACTOR

BY Brian McPeak
Authorized Representative

Baker Office Products
Print Name

1301 13th Street
Address

Lubbock, Texas 79401
City, State, Zip Code

City of Lubbock Texas
Purchasing and Contract Management
March 28, 2013

Exhibit A

BID 13-11146-DT

Office Furniture - Delivery and Installation

Item	Description/Vendor	Location	Manufacturer	Discount Off
1	System Furniture			
	Baker Office Products	Lubbock, TX	National Office	61%
	Baker Office Products	Lubbock, TX	OFD	56%
	Baker Office Products	Lubbock, TX	HON	54%
	Baker Office Products	Lubbock, TX	Steel Case	44%
	Baker Office Products	Lubbock, TX	Group LaCasse	44%
	Baker Office Products	Lubbock, TX	Inscape	31%
2	Casegoods Furniture			
	Baker Office Products	Lubbock, TX	HON	54%
	Baker Office Products	Lubbock, TX	Darran	48%
	Baker Office Products	Lubbock, TX	Indiana	48%
	Baker Office Products	Lubbock, TX	HPFI	48%
	Baker Office Products	Lubbock, TX	Mayline	45%
	Baker Office Products	Lubbock, TX	Izzy+	45%
	Baker Office Products	Lubbock, TX	Global	44%
	Baker Office Products	Lubbock, TX	Group LaCasse	44%
	Baker Office Products	Lubbock, TX	Steel Case	44%
3	Seating			
	Baker Office Products	Lubbock, TX	HON	54%
	Baker Office Products	Lubbock, TX	Studio Q	48%
	Baker Office Products	Lubbock, TX	Eurotech	48%
	Baker Office Products	Lubbock, TX	HLC	48%
	Baker Office Products	Lubbock, TX	Encore	48%
	Baker Office Products	Lubbock, TX	Highmark	48%
	Baker Office Products	Lubbock, TX	HPFI	48%
	Baker Office Products	Lubbock, TX	Izzy+	45%
	Baker Office Products	Lubbock, TX	Lazyboy	45%
	Baker Office Products	Lubbock, TX	Mayline	45%
	Baker Office Products	Lubbock, TX	Group LaCasse	44%
	Baker Office Products	Lubbock, TX	Global	44%
	Baker Office Products	Lubbock, TX	Steelcase	44%
4	Files, Filing Systems, Storage Cabinets and Shelving			
	Baker Office Products	Lubbock, TX	HON	54%
	Baker Office Products	Lubbock, TX	IS Group	48%
	Baker Office Products	Lubbock, TX	HPFI	48%
	Baker Office Products	Lubbock, TX	Mayline	45%
	Baker Office Products	Lubbock, TX	Steelcase	44%
	Baker Office Products	Lubbock, TX	Global	44%
	Baker Office Products	Lubbock, TX	Group LaCasse	44%
	Baker Office Products	Lubbock, TX	Tennsco	41%
	Baker Office Products	Lubbock, TX	Datum	28%
5	Folding Tables, Customer Chairs and other Misc. Furniture			
	Baker Office Products	Lubbock, TX	ABCO	48%
	Baker Office Products	Lubbock, TX	Special T	43%
	Baker Office Products	Lubbock, TX	Virco	41%
	Baker Office Products	Lubbock, TX	Correll	41%
	Baker Office Products	Lubbock, TX	Safco	26%

Bidders Name: BAKER OFFICE PRODUCTS

BID FORM
Office Furniture
City of Lubbock, Texas
ITB No. 13-11146-DT

In compliance with the Invitation to Bid 13-11146-DT, undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 13-11146-DT is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

Item	Category	Manufacturer	Discount Off Price List
1.	System Furniture	Name: <u>HON</u> Delivery days after Receipt of Order: <u>5-45</u>	<u>53.8</u> %
		Name: <u>STEELCASE</u> Delivery days after Receipt of Order: <u>21-55</u>	<u>43.8</u> %
		Name: <u>OFD</u> Delivery days after Receipt of Order: <u>15-45</u>	<u>55.8</u> %
		Name: <u>INSCAPE</u> Delivery days after Receipt of Order: <u>21-55</u>	<u>30.8</u> %
2.	Casegoods Furniture	Name: <u>STEELCASE</u> Delivery days after Receipt of Order: <u>21-55</u>	<u>43.8</u> %
		Name: <u>HON</u> Delivery days after Receipt of Order: <u>5-45</u>	<u>53.8</u> %
		Name: <u>DARRAN</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>47.8</u> %
		Name: <u>INDIANA</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>47.8</u> %
3.	Seating	Name: <u>STEELCASE</u> Delivery days after Receipt of Order: <u>21-55</u>	<u>43.8</u> %

Q Purchase/Bid Docs/ITB 13-11146-DT, Office Furniture

BID FORM

Bidders Name: BAKER OFFICE PRODUCTS

Item	Category	Manufacturer	Discount Off Price List
3.	Seating	Name: <u>HON</u> Delivery days after Receipt of Order: <u>5-45</u>	<u>53.8</u> %
		Name: <u>STUDIO Q</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>47.8</u> %
		Name: <u>EUROTECH</u> Delivery days after Receipt of Order: <u>10-30</u>	<u>47.8</u> %
4.	Files, Filing Systems, Storage Cabinets and Shelving	Name: <u>TENNSCO</u> Delivery days after Receipt of Order: <u>5-45</u>	<u>40.8</u> %
		Name: <u>STEEPCASE</u> Delivery days after Receipt of Order: <u>21-55</u>	<u>43.8</u> %
		Name: <u>IS GROUP</u> Delivery days after Receipt of Order: <u>21-45</u>	<u>47.8</u> %
		Name: <u>HON</u> Delivery days after Receipt of Order: <u>5-45</u>	<u>53.8</u> %
5.	Folding Tables, Customer Chairs and other Misc. Furniture	Name: <u>VIRCO</u> Delivery days after Receipt of Order: <u>21-45</u>	<u>40.8</u> %
		Name: <u>ABCO</u> Delivery days after Receipt of Order: <u>21-45</u>	<u>47.8</u> %
		Name: <u>CORRELL</u> Delivery days after Receipt of Order: <u>21-45</u>	<u>40.8</u> %
		Name: <u>SAFCO</u> Delivery days after Receipt of Order: <u>5-45</u>	<u>25.8</u> %

To list additional manufacturers, please use Attachment A - Bid Form Extension Sheet.

The Price List and Manufacturer Furniture website must be attached and submitted with the bid.

Bidders Name: Baker Office Products

Exceptions/Items not covered from Manufacturer's Product Line
(Attach a separate summary sheet if necessary)

N/A

Additional Services Pricing

Minimum Percentage Discount for all other Manufacturers not specifically bid 40.8 %

Fuel Surcharge (attach summary if not flat charge)\$ n/a

Additional Charges and/or Exceptions
(Attach a separate summary sheet if necessary)

Option, not exception: The City of Lubbock, at its option, can also purchase through Baker Office Products, any manufacturer that has an approved negotiated state or federal government purchase contract with both parties, Baker Office Products and the City of Lubbock adhering to the terms and conditions of those contracts.
--

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

**Days After Receipt of Order (ARO)

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

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

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

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services,

at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other

governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES X NO _____

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

THIS BID IS SUBMITTED BY BakerOfficeProducts 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: Baker Office Products, Inc.

Address: 1301 13th Street

City: Lubbock State: TX Zip 79401

Bidder acknowledges receipt of the following addenda:

Addenda No. A Date 2/4/13

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

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

By  Date: 2/4/13
Authorized Representative - must sign by hand

Officer Name and Title: Brian McPeak, VP Operations
Please Print

Business Telephone Number 806-763-2500 FAX: 806-747-1601

E-mail Address: mcpeak@bakerofficeproducts

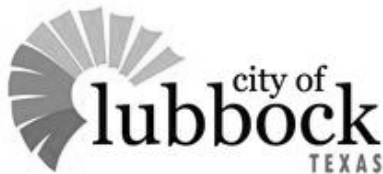
FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	Date _____
of Award by City Council (for bids over \$25,000): _____	Date P.O./Contract Issued: _____

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

Bidders Name: BAKER OFFICE PRODUCTS

BID FORM
ITB No. 13-11146-DT
ATTACHMENT A

Item	Category	Manufacturer	Discount Off Price List
	<u>CASEGOODS, STORAGE SEATING</u>	Name: <u>GLOBAL</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>43.8%</u>
	<u>CASEGOODS, STORAGE SEATING</u>	Name: <u>HPFI</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>47.8%</u>
	<u>CASEGOODS, SEATING SYSTEMS, STORAGE</u>	Name: <u>GROUP LACASSE</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>43.8%</u>
	<u>SYSTEMS</u>	Name: <u>NATIONAL OFFICE</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>60.8%</u>
	<u>CASEGOODS, SEATING STORAGE</u>	Name: <u>MAYLINE</u> Delivery days after Receipt of Order: <u>21-45</u>	<u>44.8%</u>
	<u>SEATING</u>	Name: <u>HLC</u> Delivery days after Receipt of Order: <u>45</u>	<u>47.8%</u>
	<u>SEATING</u>	Name: <u>ENCORE</u> Delivery days after Receipt of Order: <u>21-45</u>	<u>47.8%</u>
	<u>SEATING</u>	Name: <u>HIGHMARK</u> Delivery days after Receipt of Order: <u>21-45</u>	<u>47.8%</u>
	<u>STORAGE</u>	Name: <u>DATUM</u> Delivery days after Receipt of Order: <u>45</u>	<u>27.8%</u>
	<u>TABLES</u>	Name: <u>SPECIALT</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>47.8%</u>
	<u>CASEGOODS, TABLES SEATING</u>	Name: <u>IZZY+</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>44.8%</u>
	<u>SEATING</u>	Name: <u>LAZBOY</u> Delivery days after Receipt of Order: <u>30-45</u>	<u>44.8%</u>



Regular City Council Meeting

5. 13.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31014234 with McGavock Auto Group for three mid-size pickups for the Police Patrol Department, BID 13-11075-DG.

Item Summary

The purchase order contract is for three mid-size pickups for Police Patrol. The vehicles will be used by the Parking Control Unit. The pickups replace 2007 model 3-wheel interceptors.

Parking Control will use new license plate readers in the trucks to do virtual chalking for parking enforcement. The scooters cannot support the cameras and laptop.

Staff recommends contract award to the sole bidder, McGavock Auto Group of Lubbock, Texas, for \$67,395.

Fiscal Impact

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

Staff/Board Recommending

Scott Snider, Assistant City Manager
Roger Ellis, Chief of Police

Attachments

Resolution & Purchase Order - McGavock

Nissan Pickup Pictures

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. 31014234 for the purchase of mid-size pickups for police patrol as per ITB 13-11075-DG, by and between the City of Lubbock and McGavock Nissan, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



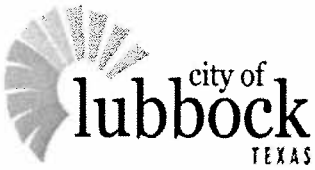
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.McGavock Nissan-PurchaseOrd
March 8, 2013



PURCHASE ORDER

Page - 1
Date - 03/07/2013
Order Number 31014234 000 OP
Branch/Plant 3526

TO:
MCGAVOCK NISSAN
6312 MILWAUKEE AVE
LUBBOCK Texas 79424

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

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

Ordered 03/07/2013 Freight
Requested 03/07/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 40676 ITB 13-11075- DG

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Mid-Size, Pickup Trucks SV 4-6, 3.000, 22,465.0000, EA, 67,395.00, 06/28/2013. Row 2: Extended Cap, 2 Wheel Drive. Row 3: Terms NET DUE ON RECEIPT. Row 4: Total Order 67,395.00

This purchase order encumbers funds in the amount of \$67,395 awarded to McGavock Nissan of Lubbock, Texas on March 28, 2013. The following is incorporated into and made part of this purchase order by reference: ITB 13-11075-DG bid form dated March 4, 2013 from McGavock Nissan of Lubbock, Texas. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

City of Lubbock, Texas
Purchasing and Contract Management
Mid Size Pick Up Trucks Extended Cabs
BID FORM

In compliance with the Invitation to Bid 13-11075-DG, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 13-11075-DG is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	3	Each	MID-SIZE, PICKUP TRUCK SV 4-6 EXTENDED CAB, 2-WHEEL DRIVE	\$ 22465 ⁰⁰	\$ 67395 ⁰⁰	14
Model Year, Brand Name and Model Number:						

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

**ARO - After Receipt of Order

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of N/A % 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 _____ a corporation organized under the laws of the State of _____, or a partnership consisting of M^cGarock Auto Group LLP or individual trading as _____ of the City of _____

Firm: M^cGarock Auto Group LLP
Address: 6312 Milwaukee Ave
City: Lubbock, State: TX Zip: 79424

Bidder acknowledges receipt of the following addenda:

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

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

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

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name M^cGarock Auto Group LLP and Franchise Dealer's License No. P44006
General Distinguishing No. P44006 (Franchised TX dealer)

By:  Date: 03/04/13
Authorized Representative - must sign by hand

Officer Name and Title: Brent McGarock GM
Please Print

Business Telephone Number 806-783-8484 FAX: 806-783-8686

E-mail Address: brent@mcgavocknissan.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council <i>(for bids over \$50,000)</i> : _____	Date P.O./Contract Issued: _____

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

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



©EVOK IMAGES



Regular City Council Meeting

5. 14.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31014235 with Grande Ford Truck Sales, Inc. for a telescopic aerial truck with material handler and utility bed for Traffic Operations.

Item Summary

The purchase order contract is for one 19500 GVWR aerial truck with utility bed for Traffic Operations. The vehicle replaces a 2001 model and will be used for traffic signal upgrading, maintenance of the traffic signal system, and as a backup on-call vehicle.

The \$111,633 purchase from Grande Ford Truck Sales, Inc. of San Antonio, Texas, is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 358-10, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

Fiscal Impact

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

Staff/Board Recommending

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

Attachments

Resolution & Purchase Order - Grande Ford
Versalift Picture

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. 31014235 for the purchase of Telescopic Aerial Truck with Material Handler as per Buy Board 358-10, by and between the City of Lubbock and Grande Ford Truck Sales, Inc. of San Antonio, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

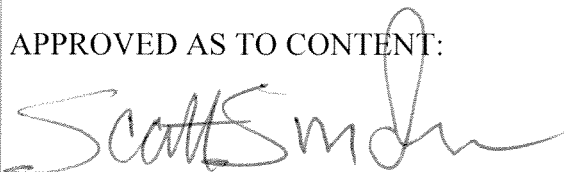
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



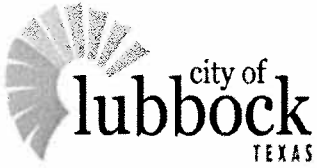
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Grande Ford-PurchaseOrd
March 8, 2013



PURCHASE ORDER

Page - 1
Date - 03/07/2013
Order Number 31014235 000 OP
Branch/Plant 3526

TO:
GRANDE FORD TRUCK SALES INC
4562 IH 10 EAST
SAN ANTONIO Texas 78219

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

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

Ordered 03/07/2013 Freight
Requested 03/07/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 41173 BUY BOARD 358-10

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Telescopic Aerial Truck with Material Handler, 1.000, 111,633.0000, EA, 111,633.00, 08/30/2013. Row 2: Total Order, 111,633.00.

This purchase order encumbers funds in the amount of \$111,633 awarded to Grande Ford Truck Sales, Inc. of San Antonio, Texas on March 28, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation dated March 6, 2013 from Grande Ford Truck Sales, Inc. of San Antonio, Texas and Buy Board Contract 358-10. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

TEXAS LOCAL GOVERNMENT PURCHASING COOPERATIVE

BUYBOARD

PRODUCT PRICING BASED ON CONTRACT

Customer: City of Lubbock
 Product Description: 2013 Ford F550

A: Base Price in Bid/Proposal Number **358-10** \$ 26,005.00

B: Published Options [Itemize each item below]

<u>6.7 L Diesel</u>	<u>\$ 7,960.00</u>	<u>VST-40-I</u>	<u>\$ 68,476.00</u>
<u>Super Cab 4X4</u>	<u>\$ 8,665.00</u>	<u>FOB Lubbock</u>	
<u>19500 GVWR</u>	<u>\$ 1,155.00</u>		<u>\$ -</u>
<u>Power Group</u>	<u>\$ 950.00</u>		
<u>PTO Prov</u>	<u>\$ 280.00</u>		
<u>HD Suspension</u>	<u>\$ 125.00</u>		
<u>4.88 L/S Axle</u>	<u>\$ 360.00</u>		
<u>Block Heater</u>	<u>\$ 75.00</u>		
	<u>\$ -</u>		
	<u>\$ -</u>		

Subtotal Column 1: \$ 19,570.00 Subtotal Column 2: \$ 68,476.00

Published Options added to Base Price (Subtotal of "Col 1" + "Col 2") \$ 88,046.00

C: Subtotal of A + B => \$ 114,051.00

D: UnPublished Options _____ %

<u>Super Cab 4X4 Disc</u>	<u>\$ (2,818.00)</u>		<u>\$ -</u>
	<u>\$ -</u>		<u>\$ -</u>
			<u>\$ -</u>
			<u>\$ -</u>
			<u>\$ -</u>

Subtotal Column 1: \$ (2,818.00) Subtotal Column 2: \$ -

Body \$ (2,818.00)

E: Contract Pride Adjustment (If any, explain here) \$ - \$ -

F: Total of C + D ± E (Not including Buy Board Fee) => \$ 111,233.00

G: Quantity Ordered {Units x F} => # of Units 1 \$ 111,233.00

H: BUYBOARD Fee {From Fee Schedules, Table: _____ => @ _____ %} \$ 400.00

I: Non-Equipment Charges & Credits (ie: Ext. Warranty, Trade-In, Cost of Factory trips, etc.)
\$ -
\$ -

Subtotal of Non-Equipment Charges \$ -

J: **TOTAL PURCHASE PRICE INCLUDING {G + H + I} =>** \$ 111,633.00

Grande Truck Center
 PO Box 201210
 San Antonio, Texas 78220

Rocky Shoffstall
 PH 210-666-7112
 FX 210-666-7216
 800-779-7672 X112

Prepared For:
Mr. DONNY FRATUS
VERSALIFT SOUTHWEST
1200 TEXAS CENTRAL PKWY
WACO, Texas, 76712
Phone: 1-254-420-5334

Prepared By:
Robert Walker
GRANDE FORD
4562 IH 10 EAST
SAN ANTONIO, Texas, 78219
Phone: 210-666-7126
Fax: 1-866-246-6345



Vehicle Profile

2013 Ford F-550 Chassis

4x4 SD Super Cab 186" WB DRW XL (X5H)

Powertrain

Powerstroke 6.7L V-8 OHV direct diesel injection 32 valve intercooled turbo diesel engine * 200 amp HD alternator * 750 amp (total) 78 amp hours (Ah) (total) battery dual batteries with run down protection * Engine block heater * 6-speed electronic SelectShift automatic transmission with overdrive, lock-up, driver selection * Part-time four-wheel drive with manual transfer case shift, manual locking hubs * Limited slip differential, driveline traction control, power take-off provision * 4.88 axle ratio * Stainless steel exhaust

Steering and Suspension

Hydraulic power-assist re-circulating ball steering * 4-wheel disc brakes with front and rear vented discs * Firm ride suspension * Mono-beam non-independent front suspension * Front anti-roll bar * HD front coil springs * HD front shocks * Rigid rear axle * Rear leaf suspension * Rear anti-roll bar * HD rear leaf springs * HD rear shocks * Front and rear 19.5" x 6.00" argent steel wheels * LT225/70SR19.5 BSW AS front and rear tires

Safety

4-wheel anti-lock braking system * Dual airbags, passenger side front-impact cancellable airbag, seat mounted driver and passenger side-impact airbags, curtain 1st and 2nd row overhead airbags * Front height adjustable seatbelts * SecuriLock immobilizer, panic alarm, security system

Comfort and Convenience

Air conditioning, underseat ducts * AM/FM stereo, clock, seek-scan, 2 speakers, fixed antenna * Power door locks with 2 stage unlock, keyfob (front doors) keyless entry * 2 12V DC power outlets, retained accessory power * Analog instrumentation display includes tachometer, engine temperature gauge, turbo/supercharger boost gauge, transmission fluid temp gauge, engine hour meter, exterior temp, systems monitor, trip odometer * Warning indicators include oil pressure, engine temperature, battery, lights on, key, low fuel, door ajar, service interval, brake fluid * Steering wheel with tilt and telescopic adjustment * Power front windows and vented rear windows with light tint, driver and passenger 1-touch down * Variable intermittent front windshield wipers * Passenger side vanity mirror * Day-night rearview mirror * Interior lights include dome light with fade, front reading lights, illuminated entry * Full overhead console with storage, glove box, front cupholder, instrument panel bin, driver and passenger door bins, rear door bins * Upfitter switches

Seating and Interior

Seating capacity of 6 * 40-20-40 split-bench front seat with adjustable head restraints, center armrest with storage * 4-way adjustable driver seat includes lumbar support * 4-way adjustable passenger seat * 60-40 folding rear split-bench seat with fold-up cushion, 2 fixed rear head restraints * Cloth faced front seats with cloth back material * Cloth faced rear seats with carpet back material * Full cloth headliner, full vinyl/rubber floor covering, plastic/rubber gear shift knob, chrome interior accents

Exterior Features

Side impact beams, front license plate bracket, fully galvanized steel body material * Black fender flares * Black side

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference C105209379 2/1/2013

Printed on February 12, 2013 at 16:31

Price Level: 335

QuoteID: VSW-14120X

Page 2

Vehicle Profile Continued

Prepared For: Mr. DONNY FRATUS
Prepared By: Robert Walker
Dealership: GRANDE FORD

Exterior Features (Continued)

window moldings, black front windshield molding * Black door handles * Black grille * 4 doors with reverse opening rear driver's side door, reverse opening rear passenger's side door * Trailer harness * Driver and passenger power remote black heated convex spotter folding manual extendable trailer outside mirrors with turn signal indicators * Front black bumper with front tow hooks * Aero-composite halogen headlamps * Additional exterior lights include cab clearance lights, underhood light, remote activated perimeter/approach lights * Clearcoat monotone paint

Warranty

Basic	36 month/36,000 miles	Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage	Roadside Assistance	60 month/60,000 miles
Diesel Engine	60 month/100,000 miles		

Dimensions and Capacities

Output	300 hp @ 2,800 rpm	Torque	660 lb.-ft. @ 1,600 rpm
1st gear ratio	3.974	2nd gear ratio	2.318
3rd gear ratio	1.516	4th gear ratio	1.149
5th gear ratio	0.858	6th gear ratio	0.674
Reverse gear ratio	3.128	Curb weight	8,448 lbs.
GVWR	19,500 lbs.	Front GAWR Weight	7,000 lbs.
Rear GAWR Weight	14,706 lbs.	Payload	11,115 lbs.
Front curb weight	5,023 lbs.	Rear curb weight	3,425 lbs.
Front axle capacity	7,000 lbs.	Rear axle capacity	14,706 lbs.
Front spring rating	7,000 lbs.	Rear spring rating	15,000 lbs.
Front tire/wheel capacity	7,500 lbs.	Rear tire/wheel capacity	15,000 lbs.
Towing capacity	16,000 lbs.	5th-wheel towing capacity	16,600 lbs.
Front legroom	41.1 "	Rear legroom	31.6 "
Front headroom	40.7 "	Rear headroom	38.1 "
Front hiproom	67.6 "	Rear hiproom	67.3 "
Front shoulder room	68.0 "	Rear shoulder room	68.1 "
Passenger area volume	113.3 cu.ft.	Length	271.5 "
Body width	93.9 "	Body height	80.5 "
Wheelbase	186.0 "	Cab to axle	84.0 "
Axle to end of frame	47.6 "	Front tread	74.8 "
Rear tread	74.0 "	Turning radius	26.2 '
Fuel tank	40.0 gal.		

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05209379 2/1/2013

Printed on February 12, 2013 at 16:31

Price Level: 335

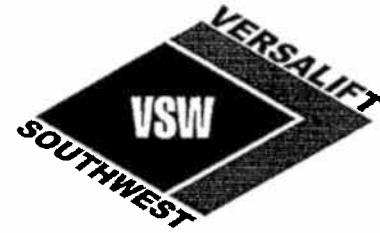
QuoteID: VSW-14120X

Page 3

DATE: March 5, 2013

TO: D'ana Torres
City of Lubbock

SUBJECT: Quote # VSW-14133AR2



Versalift Southwest L.L.C.
1200 Texas Central Parkway
P.O. Box 21415 • Waco, Texas 76702-1415
Phone Number: (254) 420-5330
Fax Number: (254) 776-8025

We are pleased to quote the VERSALIFT VST-40-I, insulated 40 ft. 4 in. (12.3 m) telescopic aerial platform lift, 45 ft. 4 in. (13.8 m) working height, 30 ft. 2 in. (9.2 m) horizontal reach including the following items:

AERIAL LIFT SPECIFICATIONS

PLATFORM - The closed fiberglass platform is 24 in. x 30 in. x 42 in. deep (.61 m x .76 m x 1.07 m) with an inside and outside step for easy access. The platform capacity is 350 lbs. The platform is equipped with a tubular rubber rest/support.

PLATFORM COVER - A vinyl cover is supplied for the platform.

PLATFORM LINER - Platform liner is supplied for the platform.

PERSONNEL RESTRAINT SYSTEM - A Bashlin 662AD-0 full body harness and a Bashlin 2006NWB-6 lanyard are supplied. The anchor for the lanyard is attached to the platform support.

INDIVIDUAL LOWER CONTROLS - Individual full pressure controls at the turret actuate all boom functions. The lower control station is equipped with a selector valve to override the upper controls.

SINGLE STICK UPPER CONTROL - TruGuard™ dielectric isolating system with 4-Axis Right hand Single Stick control. All control handles are isolated and Tested per ANSI 92.2 2009. The high resistive dielectric system is protected from direct environmental and job related contamination. TruGuard™ technology incorporates the use of full hydraulic controls with durable metal handles and linkages.

HYDRAULIC PLATFORM ROTATION - A hydraulic rotary actuator, operated by a control lever, rotates the platform 180° from one side of the boom, to the end-hung position, and to the other side of the boom.

HYDRAULIC PLATFORM LEVELING - A master and slave cylinder controls platform leveling. The leveling system can be operated from the upper or lower controls to adjust platform leveling, tilt the platform for clean out, or to ease the removal of an injured operator.

HYDRAULIC TOOL CIRCUIT AT THE PLATFORM - This system is intended for open center hydraulic tools. The tool circuit provides 6 gpm (22.7 lpm). A pressure reducing valve in the tool circuit limits the tool pressure. The valve can be adjusted from 1000 to 2500 psi (70 to 175 kg/cm).

ARTICULATED JIB - Jib and winch consisting of a winch, two piece jib pole assembly, and articulating arm. Up to 1000 lbs material handling can be provided depending on boom and jib positions. The winch is hydraulically powered by a self-locking worm gear drive and is rated at 1000 lbs full drum. The winch provides an average line speed of approximately 20 FPM (6.1 m/minute). The 3" diameter round inner jib pole is dielectrically tested and can be manually pinned in 5 different length positions, for a total of 22" length adjustment. The 4" diameter round outer jib pole is manufactured from FRP but is not dielectrically tested. The jib pole assembly is automatically leveled with the platform and can be hydraulically tilted from -10° to + 86° for a total of 96°. The jib pole assembly is mounted on an articulating arm. The arm is compensated so the jib pole stays at approximately the same angle relative to the ground as the arm articulates. The arm travels 91°, providing the equivalent to 17.5" horizontal jib pole extension and 20" vertical jib pole extension. The jib and winch assembly can be manually indexed about a vertical axis in one of three different pin positions. This positions the jib up to 30° to either side of the boom, for a total travel of 60°. The jib and winch assembly can be removed without tools when not needed.

AERIAL LIFT SPECIFICATIONS CONTINUED

LOWER BOOM WITH CHASSIS INSULATING SYSTEM - Each end of a high strength fiberglass insert (chassis insulating system) is installed inside a rectangular 8" x 10" (203mm x 254mm) high strength steel section. The steel and fiberglass sections are bonded with pressure-injected epoxy to fill any voids. After the adhesive cures, 16 bolts are added to assure maximum strength. A double acting cylinder, with two integral holding valves, articulates the lower boom. The lower boom and compensation link form a parallelogram linkage to maintain the knuckle at a constant angle to the turret.

OUTER/INNER BOOM ASSEMBLY- The outer/ inner boom assembly includes an outer boom, telescopic inner boom, extension system, and hose assemblies. The outer boom consists of an 8" x 10" (203 mm x 254 mm) steel section, with a 9" x 11" (229 mm x 279 mm) fiberglass Electroguard section. The 6 7/8" x 8 7/8" (165 mm x 216 mm) rectangular fiberglass inner boom is housed within the outer boom. The extension system consists of an extension cylinder, holding valves, and a hose carrier housed inside the boom. The hoses routed through the outer/inner boom assembly are non-conductive and fully contained within the boom assembly. A double acting cylinder with two integral holding valves articulates the outer/inner boom assembly. A boom support cradle and a boom tie down strap are included.

CYLINDERS - Both the upper and lower cylinders are a threaded head-cap design. Both are equipped with two integral holding valves that prevent down creep and to lock the booms in position in the event of hose failure.

TURRET - The turret wings are designed for strength and rigidity. A bearing cover seals out moisture and prevents foreign materials from obstructing the turret rotation. The turret plate is machined to provide a flat surface to support the rotation bearing.

CONTINUOUS ROTATION - Unrestricted rotation is accomplished by a hydraulically driven worm and spur gear with a shear-ball rotation bearing. The critical bolts holding the lift to the rotation bearing and the rotation bearing to the pedestal are grade 8 hex head cap screws. These critical bolts are torque seal marked to provide a quick means of detecting any turning of the bolt upon inspection. An eccentric ring is used for gearbox backlash adjustment.

LUBRICATION - Non-lube bearings are used at most points of motion. Only the rotation bearing requires periodic lubrication.

PEDESTAL - The pedestal is tubular with a reinforced mounting plate. The top plate of the pedestal is 1 1/4 in. (32 mm) thick and machined flat to support the rotation bearing.

OUTRIGGERS - The modified A-frame outriggers are equipped with pilot operated check valves, internal thermal relief valves, pivot feet, and separate controls. For a 31" (0.79 m) frame height, the outriggers furnish 122" (3.1 m) of spread, 8" (203 mm) of penetration, and 18" (457 mm) of ground clearance.

OUTRIGGER / BOOM INTERLOCK SYSTEM - The outrigger/boom interlock system prevents lift operation until the outriggers contact the ground and outrigger retraction before the aerial lift is properly stored.

HYDRAULIC OIL RESERVOIR - A 17 gallon (64.4 l) hydraulic oil reservoir is built integral to the pedestal. Two sight gauges allow quick hydraulic fluid level checks.

HYDRAULIC SYSTEM - The open-center hydraulic system operates at 3000 psi (210 kg/cm) at 6 gpm (22.7 lpm). A 10-micron return-line filter, mounted above the hydraulic oil level and inside the pedestal, can be easily changed without draining the reservoir. The 100 mesh (149 micron) suction strainer in the reservoir can be removed for cleaning. A gate valve, located below the reservoir, prevents oil loss when the pump is serviced. A magnetic drain plug attracts metal particles from the oil.

PAINT - The complete unit is primed and painted prior to assembly. The color is white urethane.

HOSES AND FITTINGS - The hoses routed through the booms are high pressure and non-conductive with swaged hose end fittings. Retainers separate the hoses inside the booms to prevent chafing and nylon sleeves are installed over hoses at points of movement. Reusable fittings can be installed if a hose is damaged.

ENGINE START / STOP - The start/stop circuit has been designed so the lift cannot be operated unless the truck ignition switch is in the "RUN" position and the master control is activated. This feature makes it difficult for unauthorized individuals to operate the lift when the truck is locked. An air cylinder at the upper controls and a toggle switch at the pedestal energize this system.

AERIAL LIFT SPECIFICATIONS CONTINUED

EMERGENCY POWER - An auxiliary hydraulic pump designed to bring the booms down in case the main hydraulic source fails. The emergency hydraulic pump is driven by a DC motor, which is powered by the truck-engine battery. The system is connected in parallel with the main pump and is designed for non-continuous operation. An air cylinder at the upper controls and a toggle switch at the pedestal are used to energize the system.

ELECTRICAL INSULATION SPECIFICATIONS - The outer/inner boom assembly is tested and certified for electrical work at 46 KV and below in accordance with ANSI A92.2 requirements. The outer/inner boom assembly is fully insulated even in a retracted position. The chassis insulating system (lower boom insert) is also tested according to ANSI A92.2.

LINE-LIFTING SOCKET - Built as part of the platform support structure, is a vertical line-lifting socket for 3 in. (76 mm) diameter line-lifting attachments. The socket is automatically leveled with the platform without any manual adjustments.

SLOPE INDICATORS - Slope indicators are required on Versalift units and supplied by Time Manufacturing Co. Slope indicators shall be installed to indicate the level of the rotation bearing relative to the ground.

MANUALS - Two (2) operator's manuals and two (2) service manuals are included.

CHASSIS SPECIFICATIONS

***SEE ATTACHED SPECS – PLEASE QUOTE THROUGH BUYBOARD WITH 4X4 CHASSIS OPTIONED**

BODY SPECIFICATIONS

132 inches long x 40 inches high x 94 inches wide

- **Body Dimensions:**
 - 40 Inches- Compartment height
 - 20 Inches- Compartment depth
 - 54 Inches- Load space width
 - 24 Inches- Top of body to the top of the floor
 - 18 inches- Horizontal Compartment Height
 - 6 inches- Wheel Box Height
- **Body Floor and Understructure:**
 - 12 gauge hot rolled treadplate- Floor
 - 6 Inch structural steel channel full frame
- **Accessories:**
 - Stainless Steel automotive rotary type door latches
 - Chain stops on all doors
 - Rubber rolled crown type fenders
 - Automotive Bulb Type Weather-stripping
 - Master door locking system
 - VISTA LED rope lighting installed in body compartments
 - Outrigger control box
 - Fuel Filler cut out in wheel panel, streetside
- **Paint:**
 - Rubberized protective **undercoating** 3-M Body Schutz #08864

Streetside Compartmentation

- **1st Vertical:**
 - Three (3) adjustable shelves with adjustable dividers on 4" centers
- **2nd Vertical:**
 - Open
- **Horizontal Compartment:**
 - Drawer set mounted on 250 lb capacity rollers
 - Fixed shelf on top of drawer set
- **Rear Vertical:**
 - Five (5) 3/8" round stock fixed material hooks 1-3-1

BODY SPECIFICATIONS CONTINUED

Curbside Compartmentation

- **1st Vertical:**
 - Two adjustable padded meter shelves
- **2nd Vertical:**
 - Open
- **Horizontal Compartment:**
 - Removable bolt tray installed in compartment bottom
- **Rear Vertical:**
 - Two (2) adjustable shelves with adjustable dividers on 4" centers
- **Tailshelf:**
 - 12 gauge treadplate tailshelf 36 inches long x 94 inches wide x 6 inches high
 - 6 inch structural steel channel full frame
- **Tailshelf Rear Lighting:**
 - 94" Wide 7-lamp light bar installed at rear of tailshelf
 - Rubber mounted recessed rear lighting kit with harness
 - Two (2) stop/tail/turn lights-Peterson Brand M-426-R Incandescent
 - Two (2) clear back up lights-Peterson Brand M-415 Incandescent
 - Two (2) side clearance lights reflector style- Peterson Brand M-143-R Incandescent
 - Two (2) rear clearance lights reflector style-Peterson Brand M-143-R Incandescent
 - Three (3) light center cluster reflector style-Peterson Brand M-143-R Incandescent
 - Seven (7) Lamp light wiring harness
- **Grab Handles:**
 - One (1) standard 12 3/4" OD wide pool type grab handle on top of tailshelf
- **Access Steps:**
 - One (1) Cable type access step under the tailshelf
- **Wheel Chock Storage:**
 - One (1) built into body fender panel on curbside and streetside in front of wheel
- **Punched Metal Headache Rack:**
 - 65" wide x 24" high punched metal
 - 1 1/2" x 1 1/2" angle frame cut at taper to 57" wide at top

INSTALLATION DETAILS

- Furnish and install mounting hardware, PTO, and pump
- Install VERSALIFT VST-40-I
- Furnish and install body and accessories
- Furnish and install mudflaps
- Furnish and install backup alarm
- Furnish and install travel height decal in the cab
- Furnish and install park brake interlock
- Furnish and install combo pintle hitch with 2" ball and two (2) safety D-rings
- Furnish and install 6-prong trailer receptacle
- Furnish and install Bruning NS-371/2-6FP quick disconnects and dust caps for platform tool power
- Furnish and install cover to enclose tool power ports
- Furnish and install two (2) 12V accessory plugs mounted in front fenders of truck
- Furnish and install Superior Signal mounted amber strobes on streetside and curbside of headache rack
- Furnish and install two (2) Whelen led red/blue strobes recessed in tailshelf
- Furnish and install four (4) Whelen amber strobes one on each front and rear door
- Furnish and install Whelen arrow board light bar TAM85
- Furnish and install rear chassis spring
- Paint body to match cab and chassis
- Paint treadplate floor with black no-skid
- Paint mounting hardware with outriggers
- Paint headache rack
- Furnish fire extinguisher and 3-piece triangle reflector kit
- Furnish two (2) rubber wheel chocks
- Furnish 24" x 30" rubber mat for bucket
- Test ride completed unit for 1 hour and Certify per ANSI A92.2-200

PRICE SUMMARY

Aerial, Body, Accessories and Installation:	\$ 68,476.00
Supplied 2013 Ford F-550:	\$BUYBOARD
SUBTOTAL:	\$ 68,476.00
NET PRICE FOB LUBBOCK, TEXAS:	\$ 68,476.00

NOTES

1. Your Terms This Order: Net 30 Days pending credit approval.
2. Days to Delivery: Approximately 180 - 240 Days after receipt of order or 60 days after receipt of chassis, whichever is later.
3. This Quotation Valid For: 30 Days
4. This quotation does not include any applicable sales tax, title, license or state inspection.
5. If Versalift Southwest is not supplying the chassis; it is the customer's responsibility to deliver the chassis to our facility in Waco, Texas.
6. Chassis specification must accompany purchase order. This is necessary to order the correct mounting hardware to accommodate the particular chassis to be used.

Thank you for considering *Versalift Southwest* to meet your utility equipment needs. We look forward to earning your business.

Sincerely,

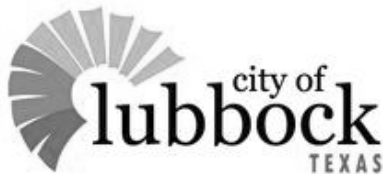
Josh Petty
Regional Sales Manager
Phone: (254) 717-0074

Signature: _____ Date: _____

P.O.#: _____ Quantity: _____ Options: _____

Please sign and date this quote if you would like to purchase this unit as stated in the quotation listed above. Indicate any options that you wish to include on your unit by the option number in the space provided above. Please fax this along with your PO to (254) 776-8025 or email to jeffreyd@timemfg.com





Regular City Council Meeting

5. 15.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 25100370 with John Deere Company for a tractor and rotary cutter for Aviation.

Item Summary

The purchase order contract is for a tractor and flex-wing rotary cutter for Aviation. The tractor is a 6140M John Deere Cab Tractor for \$82,779 and the CX15 John Deere Flex-Wing Rotary Cutter is \$16,491. The equipment replaces a 1995 model tractor and a 2001 model mower deck. This equipment will be used in the airport mowing operations. Tractors and mowers function eight months per year and are critical to maintaining the 3,000 plus grass acres of airport property.

The purchase order will be issued to John Deere Company of Cary, North Carolina and delivery will be made by Hurst Farm Supply, Inc. of Lubbock, Texas. The \$99,270 purchase is made through the Texas Association of School Boards Local Government Purchasing Cooperative, contract 373-11, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods and services.

Fiscal Impact

The vehicles are approved in the Adopted FY 2012-13 Operating Budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager
James Loomis, Director of Aviation

Attachments

Resolution & Purchase Order - Aviation

John Deere Equipment Pictures

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. 25100370 for the purchase of Cab Tractor with Flex-Wing Rotary Cutter, as per Buy Board 373-11, by and between the City of Lubbock and John Deere Company, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

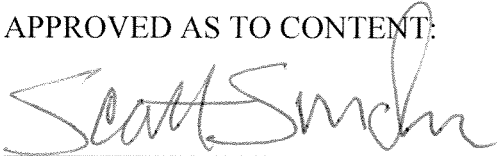
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.John Deere Co-PurchaseOrd
March 8, 2013



PURCHASE ORDER

Page - 1
Date - 03/07/2013
Order Number 25100370 000 OP
Branch/Plant 251

TO:
JOHN DEERE COMPANY
AG & TURF CBD & GOVT SALES
2000 JOHN DEERE RUN
CARY North Carolina 27513

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

Ordered 03/07/2013 Freight
Requested 03/07/2013 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 41431 BUY BOARD 373-11

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include 6140 M Cab Tractor and CX15 Flex-Wing Rotary Cutter. Total Order 99,269.20.

This purchase order encumbers funds in the amount of \$99,269.20 awarded to John Deere Company of Lubbock, Texas on March 28, 2013. The following is incorporated into and made part of this purchase order by reference: Price Quotation 7668037 dated March 8, 2013 from John Deere Company of Lubbock, Texas and Buy Board Contract 373-11. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



JOHN DEERE

Quote Id: 7747299

ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:
HURST FARM SUPPLY, INC.
4801 HWY 84
LUBBOCK, TX 79416
806-762-0638
LUBBOCK@HURSTFS.COM

Quote Summary

Prepared For:
CITY OF LUBBOCK
, TX

Delivering Dealer:
HURST FARM SUPPLY, INC.
William K Murphy
4801 HWY 84
LUBBOCK, TX 79416
Phone: 806-762-0638
kris@hurstfs.com

Quote ID: 7747299
Created On: March 05, 2013
Last Modified On: March 05, 2013
Expiration Date: April 30, 2013

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE CX15 Flex-Wing Rotary Cutter - 1000 RPM Stump Jumpers - Single Suction Blades Contract: Buyboard Contract No.373-11 Price Effective Date: December 17, 2012	\$ 21,609.00	\$ 15,990.66 X	1 =	\$ 15,990.66

Freight CX15 Contract: Price Effective Date:	\$ 500.00	\$ 500.00 X	1 =	\$ 500.00
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Equipment Total **\$ 16,490.66**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 16,490.66
Trade In	
SubTotal	\$ 16,490.66
Total	\$ 16,490.66
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 16,490.66

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Quote Id: 7668037

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
John Deere Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580;
DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
HURST FARM SUPPLY, INC.
4801 HWY 84
LUBBOCK, TX 79416
806-762-0638

Quote Summary

Prepared For:
CITY OF LUBBOCK
, TX

Delivering Dealer:
HURST FARM SUPPLY, INC.
William K Murphy
4801 HWY 84
LUBBOCK, TX 79416
Phone: 806-762-0638
kris@hurstfs.com

Quote ID: 7668037
Created On: February 11, 2013
Last Modified On: March 04, 2013
Expiration Date: April 30, 2013

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 6140M Cab Tractor	\$ 111,862.90	\$ 82,778.54 X	1 =	\$ 82,778.54

Contract: Buyboard Contract No. 373-11
Price Effective Date: December 17, 2012

Equipment Total **\$ 82,778.54**

* Includes Fees and Non-contract items

Quote Summary	
Equipment Total	\$ 82,778.54
Trade In	
SubTotal	\$ 82,778.54
Total	\$ 82,778.54
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 82,778.54

Salesperson : X _____

Accepted By : X _____





Regular City Council Meeting

5. 16.

Meeting Date: 03/28/2013

Information

Agenda Item

Contract Resolution - Fire: Consider a resolution authorizing the Mayor to execute purchase order contract 10008075 with DACO Fire Safety Equipment for carbon fiber SCBA cylinders.

Item Summary

The purchase order contract is for 70 Scott 4500 PSIG, 30-minute carbon cylinder and valve assemblies and five Scott 4500 PSIG, 60-minute carbon cylinder and valve assemblies. This will replace breathing air cylinders that have been removed from service and destroyed because they have reached the end of their service life.

The \$55,835 purchase is from DACO Fire Safety Equipment of Lubbock, Texas, through Houston-Galveston Area Council (H-GAC) Contract FS12-11, product code 200128-01 and 200139-01. 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 Interlocal Cooperation Act allowing governmental and qualifying non-profit entities to use the Act to obtain commonly needed products and services. H-GAC purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

The purchase is funded in the FY 2012-13 master lease with the annual payments beginning in the FY 2013-14 Operating budget.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Contract - DACO

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. 10008075 for the purchase of Carbon Fiber SCBA Cylinder as per HGAC Contract No. FS12-11, 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:

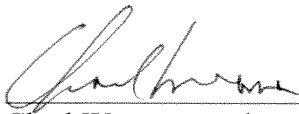
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



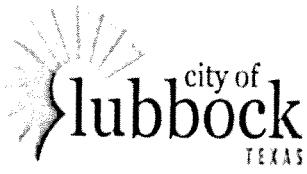
Mike Kemp, Fire Chief

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.DACO Fire Safety Equip-PurchaseOrd
March 12, 2013



PURCHASE ORDER

Page - 1
Date - 03/12/2013
Order Number 10008075 000 OP
Branch/Plant 5619

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 03/28/2013 Freight
Requested 05/28/2013 Taken By T LENNON
Delivery PER R SALAZAR REQ 41179 HGAC CONTRACT NO. FS12-11

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include 30 MN 4500 PSI CARBON and 60 MN CARBON 4500 PSI. Total Order: 55,835.00

This purchase order encumbers funds in the amount of \$55,835 awarded to DACO Fire Safety Equipment of Lubbock, Texas on March 28, 2013. The following is incorporated into and made part of this purchase order by reference: HGAC Contract FS12-11. Price quotation dated March 12, 2013 from DACO Fire Safety Equipment of Lubbock, Texas. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



CONTRACT PRICING WORKSHEET
for All Products EXCEPT Motor Vehicles In The State Of Texas

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
All pricing shall INCLUDE the H-GAC fee.*

Buying Agency:	LUBBOCK, CITY OF	Contractor:	DACO FIRE EQUIPMENT
Contact Person:	DAVID GAMBOA	Prepared By:	GARRETT DOBMEIER
Phone:	806-775-2163	Phone:	806-763-0808
Location City, State:	LUBBOCK, TX	Contract No.:	FS12-11
Date:	3/12/2013	Product Code:	200128-01
Product Description:	30MN 4500 PSI CARBON CYL.NXG7		

A. Item Base Unit Price Per H-GAC Contract: A:

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	30MN 4500 PSI CARBON CYL.NXG7				920
				Subtotal From Additional Sheet(s):	
				Subtotal B:	920

Note: Published Options are options submitted with the contractor's bid.

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
				Subtotal From Additional Sheet(s):	
				Subtotal C:	-
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:					0%

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

QTY DISCOUNT	-202
Subtotal D:	(202)

E. Unit Cost of Item Before Fee & Any Applicable Trade-In/Other Allowances (A+B+C+D)	718
Quantity Ordered	X 70
Subtotal E:	50,260

F. Trade-In/Other Allowances	
Subtotal F:	-

G. Total Purchase Price (E+F):

(Please Type, or Print Legibly)

Estimated Delivery Date:



CONTRACT PRICING WORKSHEET
for All Products EXCEPT Motor Vehicles In The State Of Texas

*This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC.
All pricing shall INCLUDE the H-GAC fee.*

Buying Agency:	LUBBOCK, CITY OF	Contractor:	DACO FIRE EQUIPMENT
Contact Person:	DAVID GAMBOA	Prepared By:	GARRETT DOBMEIER
Phone:	806-775-2163	Phone:	806-763-0808
Location City, State:	LUBBOCK, TX	Contract No.:	FS12-11
Date:	3/12/2013	Product Code:	200139-01
Product Description:	60MN CARBON 4500 PSI CYL.NXG7		

A. Item Base Unit Price Per H-GAC Contract: A:

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
	60MN CARBON 4500 PSI CYL.NXG7				1400
				Subtotal From Additional Sheet(s):	
				Subtotal B:	1,400

Note: Published Options are options submitted with the contractor's bid.

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
				Subtotal From Additional Sheet(s):	
				Subtotal C:	-
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:					0%

D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

QTY DISCOUNT	-285
Subtotal D:	(285)

E. Unit Cost of Item Before Fee & Any Applicable Trade-In/Other Allowances (A+B+C+D)	1,115
Quantity Ordered	X 5
Subtotal E:	5,575

F. Trade-In/Other Allowances	
Subtotal F:	-

G. Total Purchase Price (E+F):

(Please Type, or Print Legibly)

Estimated Delivery Date:



Regular City Council Meeting

5. 17.

Meeting Date: 03/28/2013

Information

Agenda Item

Ordinance 2nd Reading - Planning: Ordinance 2013-O0032. Consider a request for Zone Case 3200, a request of Felipe Rodriguez for a zoning change from C-3 to C-4 limited to a dance hall and all C-3 uses on the northwest half of Lot 14, and Lots 15 through 18, Block 1, Burses Osborn Heights Addition (2841 and 2837 Clovis Road).

Item Summary

On March 14, 2013, the City Council approved the first reading of the ordinance.

Zoning Request:

C-3 General Retail to C-4 Limited to a dance hall (commercial).

Proposed Land Use:

The applicant is proposing a dance hall at this location.

Adjacent Land Uses:

- N – Industrial – Zoned M-1 Light Manufacturing
- S – Residential – Zoned R-1 Single Family District
- E – Commercial – Zoned C-3 General Retail
- W – Commercial – Zoned C-3 General Retail

Planning and Zoning Commission (P&Z) Public Hearing Notes from February 7, 2013:

The applicant has been advised that a dance hall in this location is still subject to separation requirements from residential (200 feet measured from wall to residential district line) and parking requirements (one space per 50 square feet of gross floor area). The parcel does not meet the separation from residential property requirement, and staff has concerns that the parking requirements cannot be met. The applicant has been made aware of these conditions and understands that he will be required to go through the Zoning Board of Adjustment (ZBA) for these variances prior to receiving a zoning certificate for a dance hall. The P&Z voted unanimously to approve.

Impact on the Comprehensive Land Use Plan (CLUP):

The parcel is intended for commercial use under the CLUP, and being on a state highway is eligible for C-4.

P&Z Recommendation:

The P&Z recommends the request with the following conditions:

1. Limited to a dance hall and all C-3 uses.
2. The dance hall shall meet all requirements for a dance hall, or acquire approval through the Zoning Board of Adjustment.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3200

Zone Case 3200

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. 3200**; A ZONING CHANGE FROM C-3 TO C-4 ZONING DISTRICT LIMITED TO A **DANCE HALL AND ALL C-3 USES**, ON THE **NORTHWEST HALF OF LOT 14 AND LOTS 15 THROUGH 18, BLOCK 1, BURLESON OSBORN 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. 3200

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from C-3 to C-4 zoning district **limited to a dance hall and all C-3 uses on the northwest half of Lot 14 and Lots 15 through 18, Block 1, Burleson Osborn Heights Addition**, City of Lubbock, Lubbock County, Texas, located at **2841 and 2837 Clovis road**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the zone change be limited to a dance hall and all C-3 uses.**
- 2. THAT the dance hall shall meet all requirements for a dance hall, or acquire approval through the Zoning Board of Adjustment.**

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:

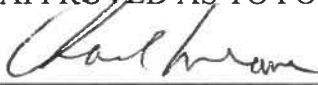
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



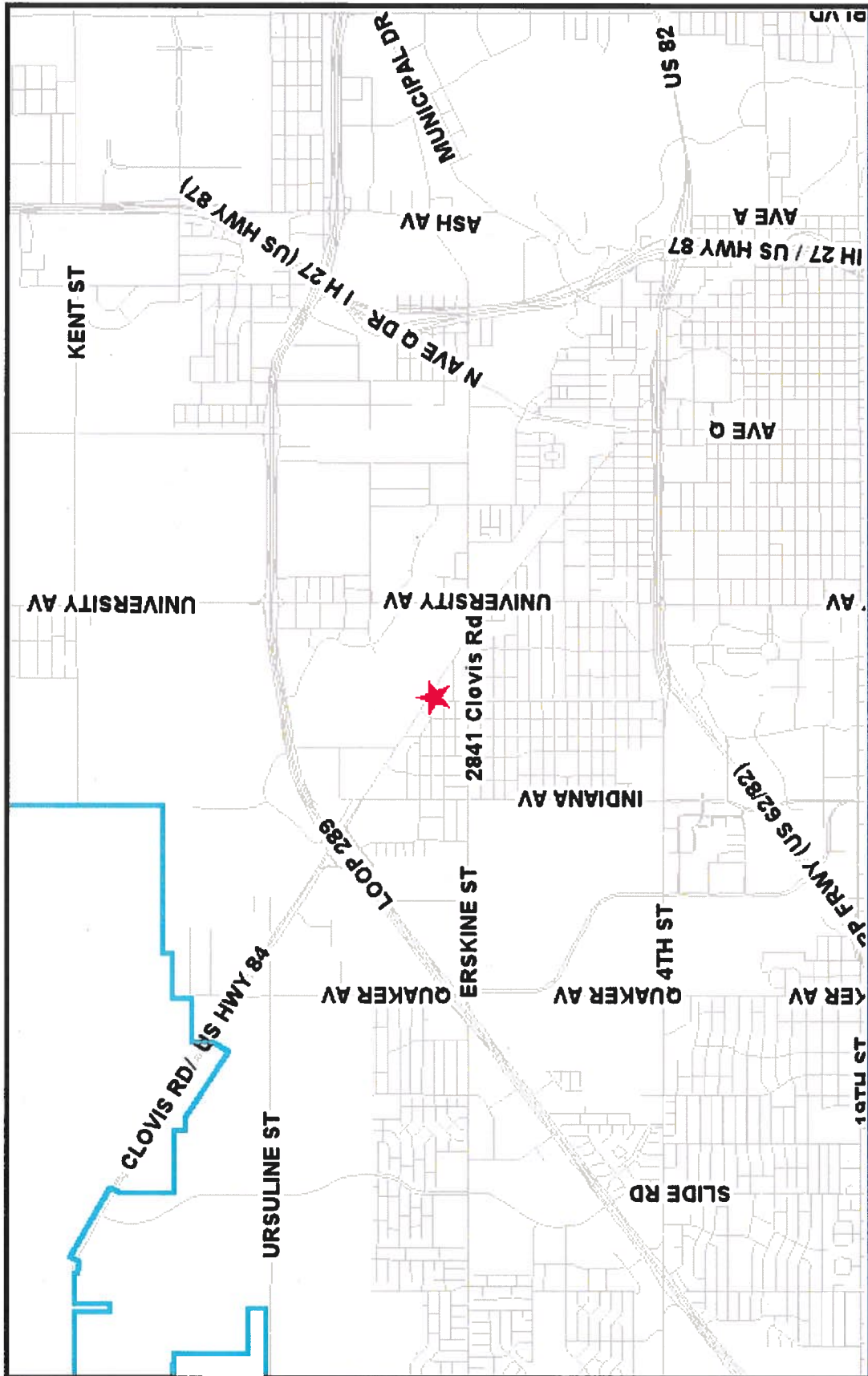
Matt Perkins, Director of Planning

APPROVED AS TO FORM:

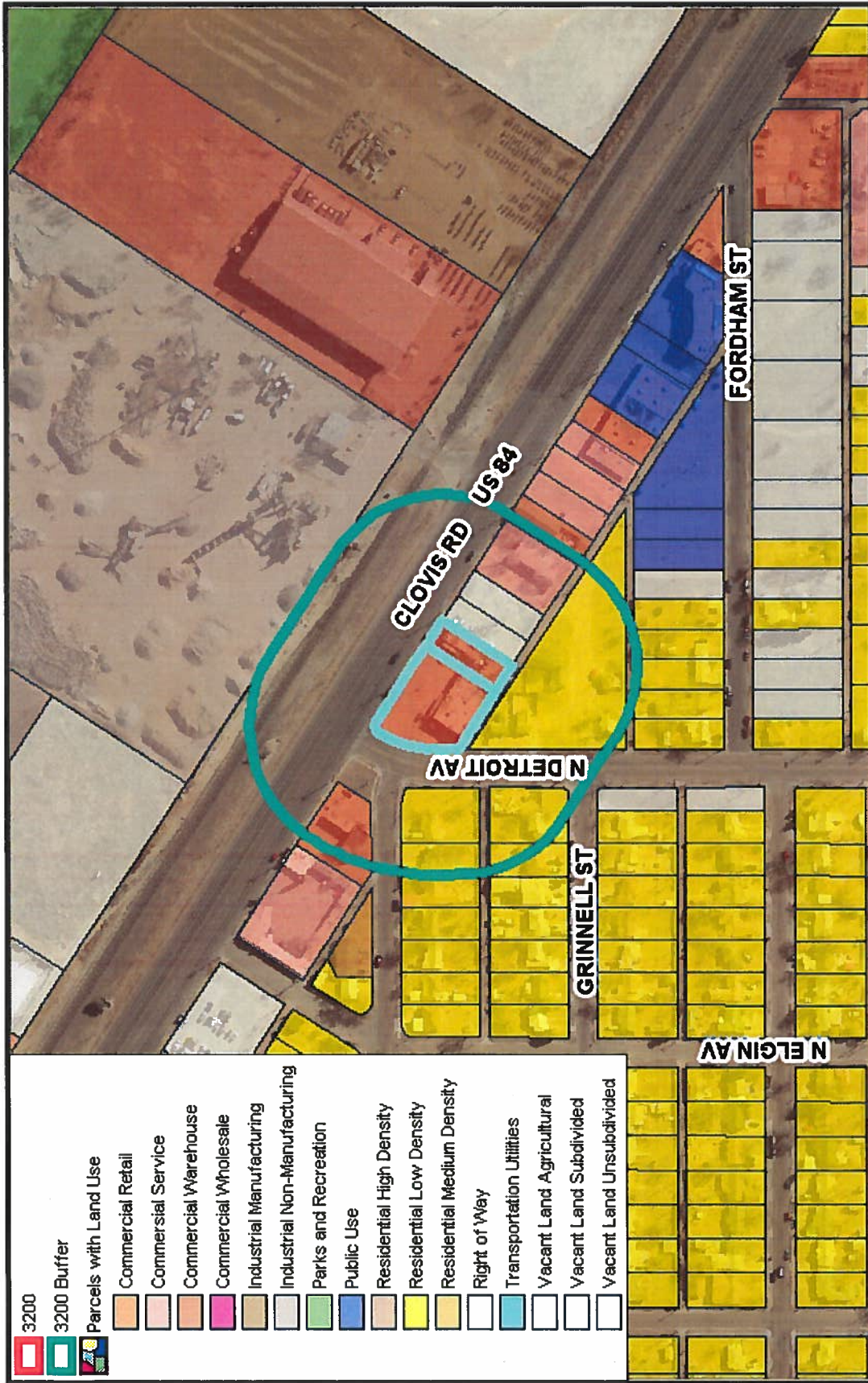


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3200
February 7, 2013

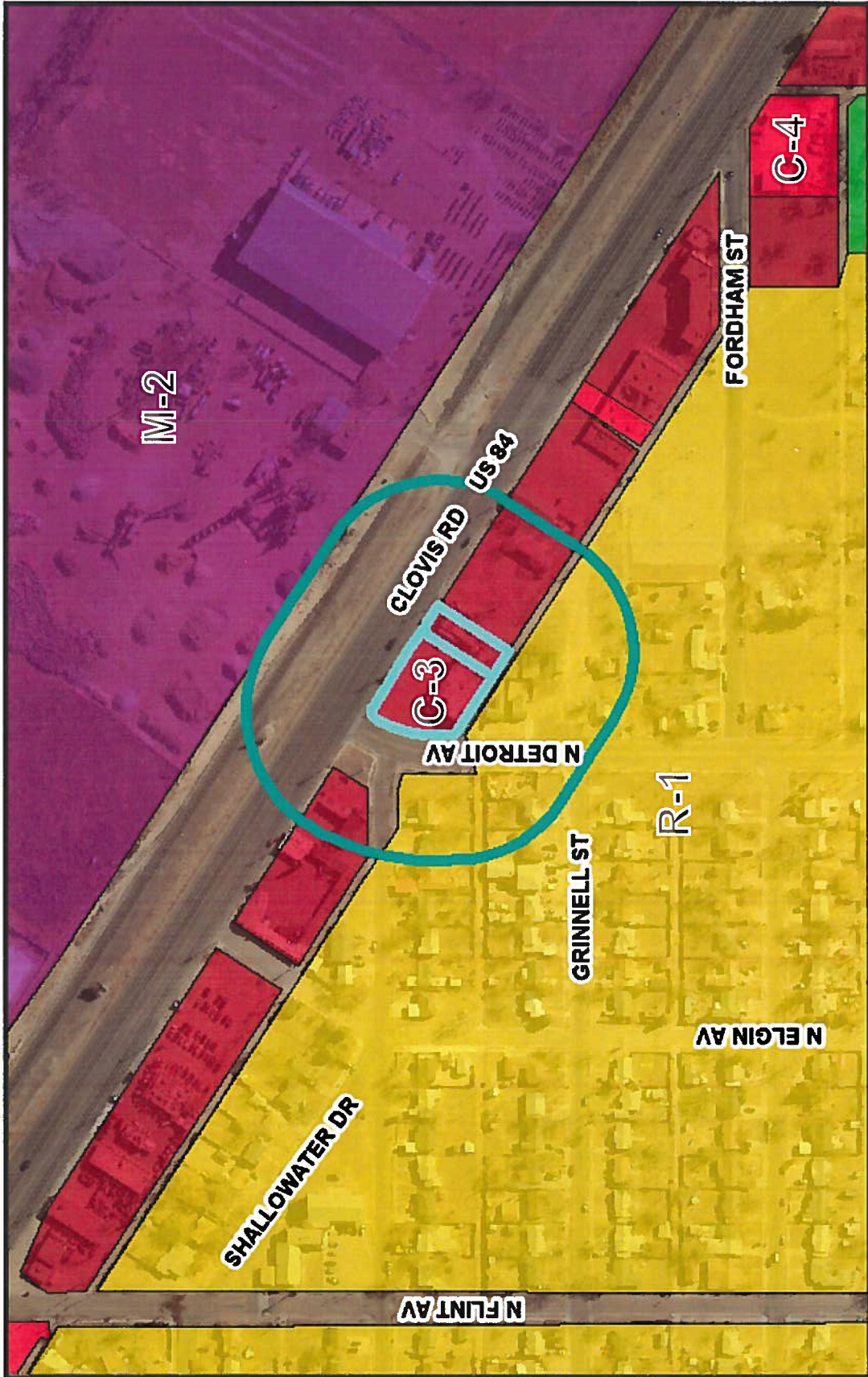


P.Z.C. Case 3200



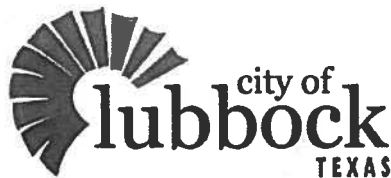
P.Z.C. Case 3200

Request of Felipe Rodriguez for a zoning change from C-3 to C-4 limited to a dance hall and all C-3 uses, 2841 and 2837 Clovis Road



P.Z.C. Case 3200 Zoning

1st



APPLICATION FOR ZONE CHANGE

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

✓ **Applicant** (Please Print) Felipe Rodriguez For _____
3108 1st Place Street/Post Office Box _____
Lubbock TX 79415 City State Zip _____
(806) 762 2967 Telephone _____

✓ **Location or Address:** 2841 & 2837 CLAVIS
Legal Description:* _____
Existing Land Use: vacant building **Existing Zoning:** C-3
Acreage or Square Footage of Property: _____
Zoning Requested: C-4

Proposed Development: Party House - DANCE Hall.

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____
Felipe Rodriguez Applicant's Signature 12-14-12 Date

Filing Fee: \$475.00
 (\$475.00 for the first acre; \$3.00 for each additional acre;
 \$165 for Non-Profit)

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

Felipe 17667 Cash **For City Use Only** PIN: 8877, 8876 MAP 2
Zone Case No.: 3200 **Agenda No.:** 2
Request for zoning change from: C-3 **To:** C-4

on Lot(s): NW 1/4 LOT 14, LOTS 15-18 **Block(s):** 1
Subdivision: Burlson Osborn HEISATS **Address:** 2841 and 2837 CLAVIS Rd



Regular City Council Meeting

5. 18.

Meeting Date: 03/28/2013

Information

Agenda Item

Resolution - Lubbock Metropolitan Planning Organization: Consider a resolution authorizing the Mayor to sign an Acceptance of Designated Recipient Status and Certifying Legal Capacity of Designated Recipient.

Item Summary

With the approval and implementation of the new transportation bill, Moving Ahead for Progress in the 21st Century (MAP-21), many changes governing the administration of public transportation grant programs have been put in motion. One such change concerns the administration of the Federal Transit Administration (FTA) Section 5310 Program (Enhanced Mobility of Seniors and Individuals with Disabilities). Unlike in previous years, the new law required allocations of funding to be appropriated directly to large MPOs serving a population threshold of over 200,000 people. MPOs were then subsequently required to select a designated recipient (sub-recipient) to implement the program of work contained in the MPO's Metropolitan Transportation Plan. On January 15, 2013, the MPO's governing board, Transportation Policy Committee, authorized the City of Lubbock to perform the role of designated recipient for the FTA 5310 grant program. In order to complete that chain of custody, the Public Transportation Division at the Texas Department of Transportation has requested, on behalf of the Federal Highway Administration, that the City and all other designated recipients provide documentation showing that the designated recipient agrees to accept that designation and the designated recipient has legal capacity to perform as the recipient.

Fiscal Impact

None.

Staff/Board Recommending

David Jones, LMPO Director

Attachments

Resolution - MPO

RESOLUTION

WHEREAS, in 1976, the Governor of the State of Texas designated the Steering Committee of the Lubbock Urban Transportation Study as the Metropolitan Planning Organization (MPO) for the Lubbock Urbanized Area. Subsequently on May 25, 1993, the Lubbock Transportation Policy Committee was re-designated as the Metropolitan Planning Organization for the Lubbock Urbanized Area; and

WHEREAS, the Lubbock Metropolitan Planning Organization understands the importance of building community partnerships and working with all interested public and private organizations in developing successful local and regional plans, priorities, and funding strategies; and

WHEREAS, the social and economic well-being of all citizens depends upon access to transportation facilities and services; and

WHEREAS, federal transit grant programs help meet local and regional transportation goals; and

WHEREAS, these goals and transportation solutions to meet these goals are outlined in various documents including the Lubbock Metropolitan Planning Organization's Metropolitan Transportation Plan (adopted on August 21, 2012); and

WHEREAS, Moving Ahead for Progress in the 21st Century (MAP-21) requires MPOs to designate the Federal Transit Administration (FTA) Section 5310 Program (Enhanced Mobility of Seniors and Individuals with Disabilities) funding recipient; and

WHEREAS, the Federal Transit Administration has previously appointed the City of Lubbock as the designated recipient for other federal grant programs.

NOW THEREFORE,

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 accept for and on behalf of the City of Lubbock, the designated funding recipient status for the Federal Transit Administration Section 5310 Program (Enhanced Mobility of Seniors and Individuals with Disabilities), in accordance with all applicable federal and state, laws and regulations. The Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an official letter to the Federal Transit Administration memorializing and authorizing the acceptance of this designated recipient status. Said letter 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 _____ day of _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Lee Ann Dumbauld
City Manager

APPROVED AS TO FORM:



Laura Pratt
Assistant City Attorney

Resolution - MPO Designated Recipient
03.07.13



March 28, 2013

Mr. Eric L. Gleason, Director
Public Transportation Division
Texas Department of Transportation
125 East 11th Street
Austin, Texas 78701-2483

Re: City of Lubbock Acceptance of Designated Recipient Status

Dear Mr. Gleason,

Moving Ahead for Progress in the 21st Century (MAP-21) requires Metropolitan Planning Organizations to designate the Federal Transit Administration (FTA) Section 5310 Program (Enhanced Mobility of Seniors and Individuals with Disabilities) funding recipient. On January 15, 2013, the Lubbock Metropolitan Planning Organization, acting through its Transportation Policy Committee, passed Resolution 2013-03, designating the City of Lubbock as the funding recipient for this federal program. In the past, the Federal Transit Administration has previously appointed the City of Lubbock as the designated recipient for other federal grant programs.

On March 28, 2013, the City of Lubbock, acting through its City Council by Resolution, authorized and directed me, the Mayor of the City of Lubbock, to accept for and on behalf of the City of Lubbock, the designated funding recipient status for the Federal Transit Administration Section 5310 Program (Enhanced Mobility of Seniors and Individuals with Disabilities), in accordance with all applicable federal and state, laws and regulations.

The City of Lubbock is prepared to perform all duties and responsibilities associated with this designated funding recipient status and will help the Lubbock Metropolitan Planning Organization meet local and regional transportation goals accordingly.

Signed this _____ day of _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:


Laura Pratt, Assistant City Attorney



MEMORANDUM

City Attorney's Office

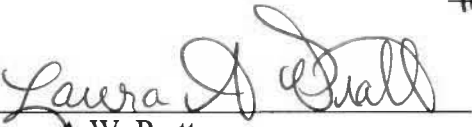
Date: March 7, 2013
To: Federal Transit Administration
Lubbock MPO
RE: Opinion of Counsel to Certify Legal Capacity of Designated Recipient for the Moving Ahead for Progress in the 21st Century (MAP-21) Program

The City of Lubbock, by and through its undersigned legal counsel, hereby represents and certifies to the Federal Transit Administration as follows:

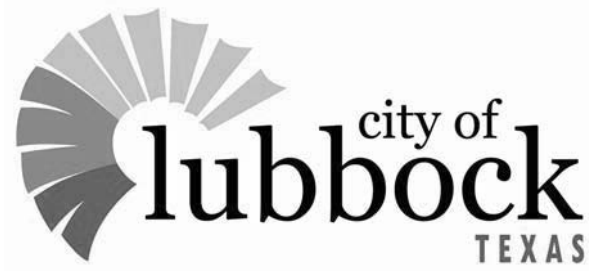
1. Title 23, Code of Federal Regulations, Section 450.310 indicates that a Metropolitan Planning Organization shall be designated for each urbanized area with a population of more than 50,000 individuals, and Title 23 U.S.C. 5303(b)(2) defines the metropolitan planning organization as the policy board.
2. In 1976, the Governor of the State of Texas designated the Steering Committee of the Lubbock Urban Transportation Study as the Metropolitan Planning Organization (MPO) for the Lubbock Urbanized Area. On May 25, 1993, the Lubbock Transportation Policy Committee was re-designated as the Metropolitan Planning Organization for the Lubbock Urbanized Area.
3. The City of Lubbock has been duly selected as the "designated recipient" as that term is defined in 49 U.S.C. Section 5310 and Federal Register Volume 77 No. 200 Enhanced Mobility of Seniors and Individuals with Disabilities Program TY 2013 (CR), by and for the Lubbock Metropolitan Planning Organization in the State of Texas in accordance with the planning process set forth in 49 U.S.C. Sections 5303, 5304, and 5306.
4. Under the provisions established in 49 USC 5310(a)(2), a State can allocate funds to a governmental entity if approved by the State to carry out the program. The City of Lubbock is a governmental entity which has been approved by the State of Texas to carry out the Moving Ahead for Progress in the 21st Century (MAP-21) program, and the City of Lubbock is authorized to accept and dispense federal financial assistance.

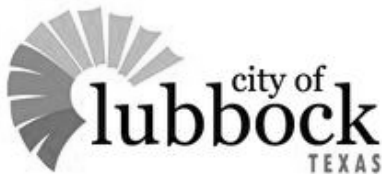
Based on the above and foregoing, I hereby certify that the City of Lubbock has the legal capacity to serve and perform the duties of a designated recipient under 49 U.S.C. Section 5310.

This certification is executed on this 12th day of March, 2013.



Laura A. W. Pratt
Assistant City Attorney
City of Lubbock, Texas





Regular City Council Meeting

6. 1.

Meeting Date: 03/28/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 3203, a request of Todd Leake for a zoning change from T to M-1 limited to the wholesale of trees and shrubs and a holding yard on 3.4 acres of unplatted land out of Block E-2, Section 21 (north of 125th Street between Indiana Avenue and Flint Avenue) and consider an ordinance.

Item Summary

Zoning Request:

From T to M-1 limited to tree and shrub wholesale and holding yard.

Proposed Land Use:

Tree and shrub wholesale.

Adjacent Land Uses:

N – Vacant, Zoned T Transition

S – Residential, Zoned T Transition

E – Residential, Zoned T Transition

W – Commercial, Zoned IHC Interstate Highway Commercial

Planning and Zoning Commission (P&Z) Public Hearing Notes from March 7, 2013:

No one other than the applicant appeared before the P&Z. The applicant explained that the property was only going to be used to store trees and shrubs for regional distribution and that there would be no sales occurring on this tract. The P&Z voted unanimously to approve.

Impact on the Comprehensive Land Use Plan (CLUP):

The proposal represents a minor change to the CLUP. Although the request is for an industrial land use (namely outside sales), the proposed project should act as a buffer to future adjacent land uses. This tract or a portion of this tract was previously used for a nursery. It has since lost its legal non-conforming status by remaining vacant of the land use for more than one year.

P&Z Recommendation:

The P&Z recommends approval with the following condition:

1. Limited to the wholesale of trees, shrubs, and other plants along with a holding/storage yard.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zone Case 3203

Zone Case 3203

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. 3203**; A ZONING CHANGE FROM T TO M-1 ZONING DISTRICT LIMITED TO **THE WHOLESALE OF TREES AND SHRUBS AND A HOLDING YARD, ON 3.4 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 21**, 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. 3203

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to M-1 zoning district **limited to the wholesale of trees and shrubs and a holding yard on 3.4 acres of unplatted land out of Block E-2, Section 21, City of Lubbock, Lubbock County, Texas, located at north of 125th Street between Indiana Avenue and Flint Avenue,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the zone change be limited to the wholesale of trees, shrubs, and other plants along with a holding and/or storage yard.**

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:



Matt Perkins, Director of Planning

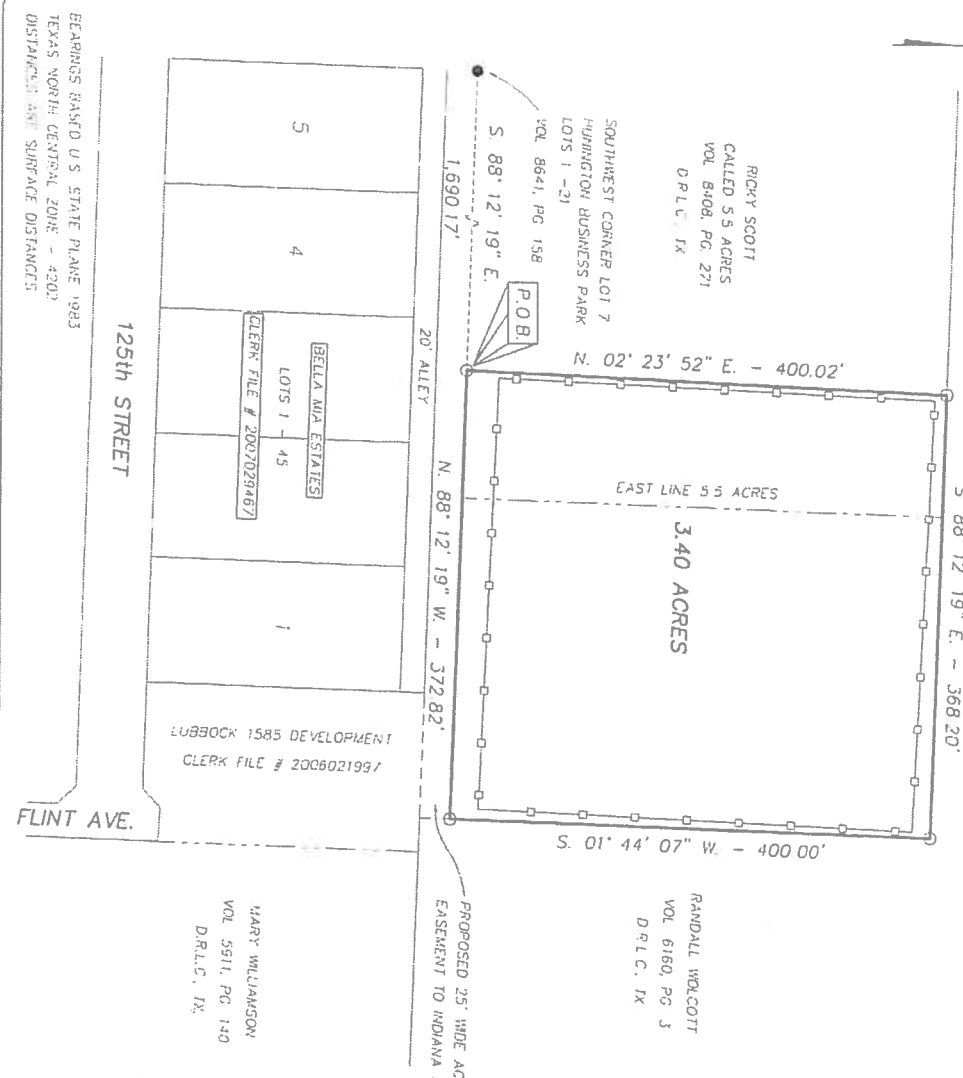
APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3203
March 7, 2013

RANDALL WOLCOTT
VOL 6160, PG 3
D.R.L.C., TX



NOTE
Distances in () are plotted distances.
● = 1/2" iron rod w/yellow cap found
○ = 1/2" iron rod w/yellow cap, increased "PH 5 4263" xci

FIELD NOTES:
FIELD NOTES for a 3.40 acre tract of land being situated in Section 21, Block E - 2, Lubbock County, Texas, and being more particularly described as follows:
BEGINNING at a 1/2" iron rod with yellow cap inscribed "PH 5 4263" (such type cap and iron rod hereafter referred to as an OJD Cap) set in the north line of a proposed 25' wide access easement, which bears S. 88° 12' 19" E. a distance of 1.69017' feet from a 1/2" iron rod with yellow cap found at the southwest corner of Lot 7, Huntington Business Park Lots 1 - 21, as recorded in Volume 5641, Page 158, Deed Records of Lubbock County, Texas, for the southwest corner of this tract
THENCE N 02° 23' 52" E. a distance of 400.02' feet to an OJD Cap set for the northwest corner of this tract
THENCE S. 88° 12' 19" E. a distance of 368.20' feet to an OJD Cap set for the northeast corner of this tract
THENCE S. 01° 44' 07" W. a distance of 400.00' feet to an OJD Cap set at the northeast corner of said access easement for the southeast corner of this tract
THENCE N. 88° 12' 19" W. with the north line of said access easement, a distance of 372.82' feet to the place of BEGINNING and containing 3.40 acres of land

STATE OF TEXAS
COUNTY OF COLLINGSWORTH

KNOW ALL MEN BY THESE PRESENTS, that I, Richard E Johnson, Registered Professional Land Surveyor, do hereby certify that I did cause to be surveyed on the ground the tract of land shown on this plat, 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 31st day of December, A.D. 2012.



Richard E. Johnson
Richard E Johnson
Registered Professional
Land Surveyor #4263

A Plat of 3.40 Acres
Situated in Section 21, Block E - 2, Lubbock County, Texas

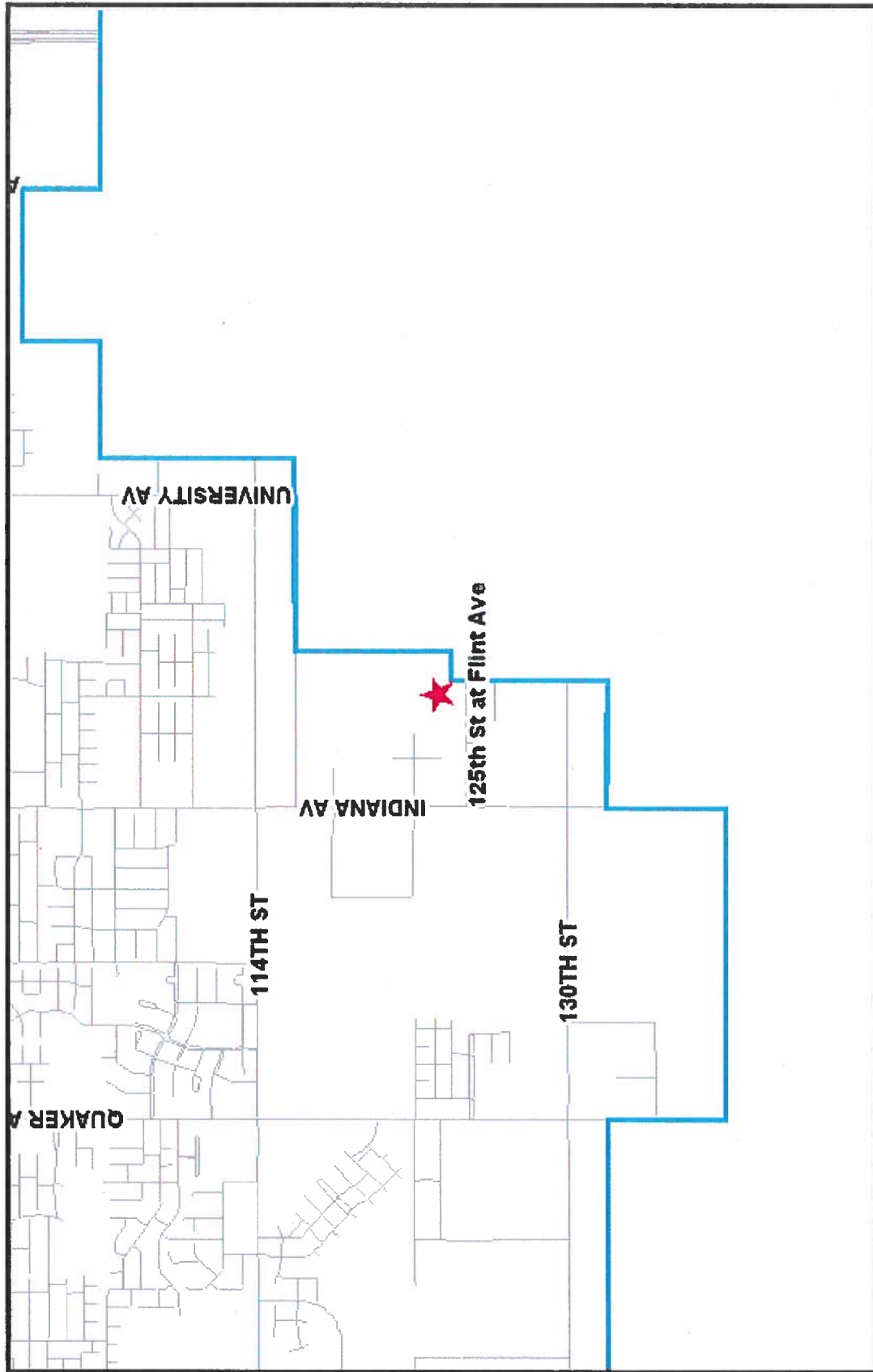
SCALE: 1" = 100'
DATE: Dec 31, 2012

APPROVED BY: _____
DRAWN BY: CT

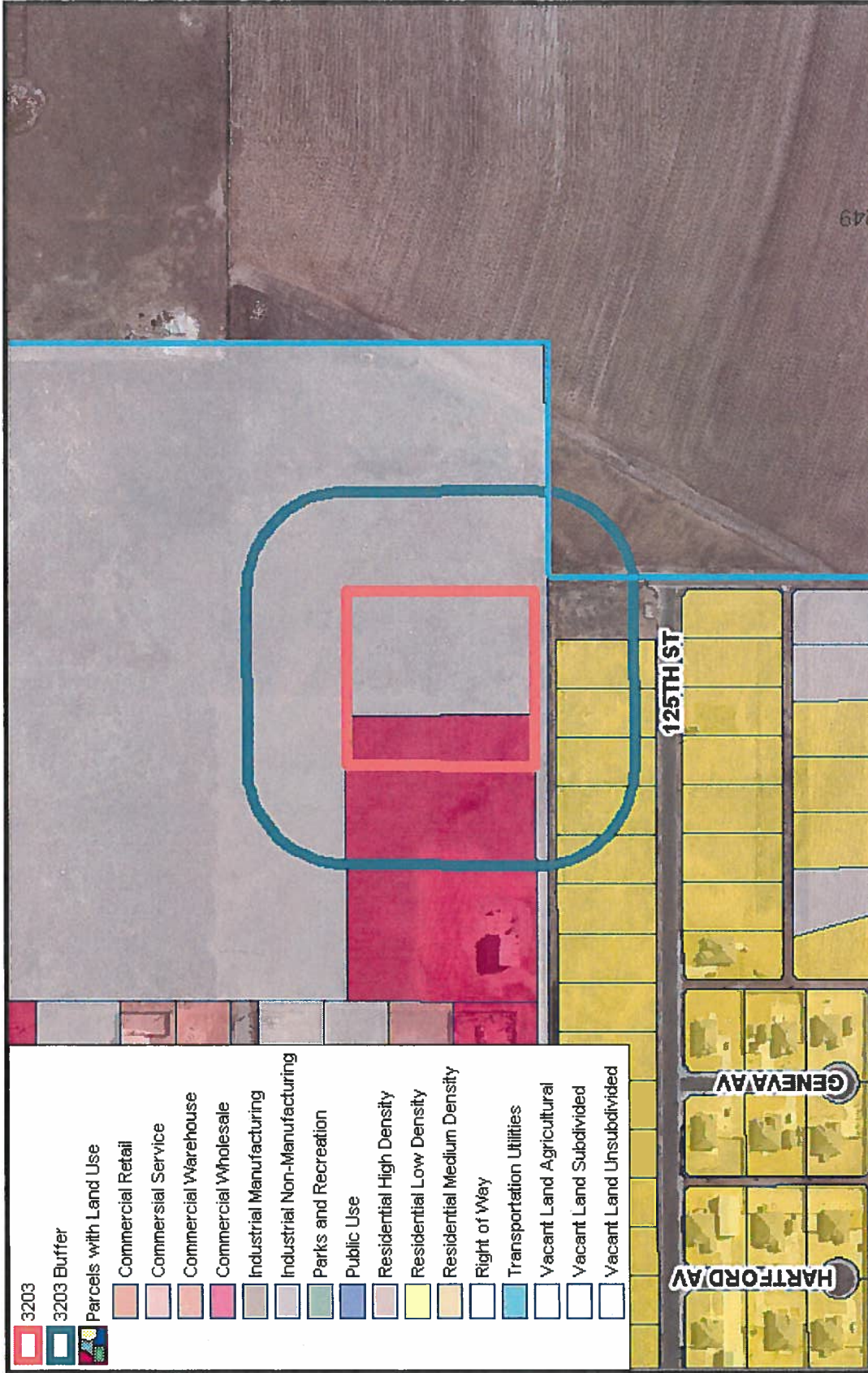
FILE NAME: _____

OLD Engineering, L.P.
Consulting Engineers & Surveyors
906-447-2503
P.O. Box 543
Willington, Texas 79095

DRAWING NUMBER: _____



P.Z.C. Case 3203



P.Z.C. Case 3203

Request of Todd Leake for a zoning change from T to M-1 limited to the wholesale of trees and shrubs and a holding yard, north of 125th Street between Indiana Avenue and Flint Avenue



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) TODD LEAKE
3803 85TH
Lubbock TX 79423
806 239-7185

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: Please see Attached

Legal Description: *

Existing Land Use: VACANT Existing Zoning: T

Acres or Square Footage of Property: 3.40 Acres

Zoning Requested: Wholesale only Tree and Shrub
HOLDING YARD

Proposed Development:

If property is not subdivided, will preliminary plat be submitted? Yes [checked] No

Applicant's Signature

Date

Filing Fee: 475 + 3(3) = 484
(\$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.

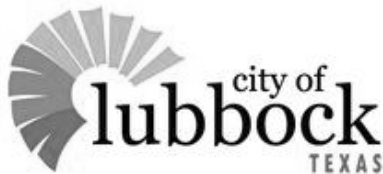
REC: 17683 For City Use Only

Zone Case No.: 3203 Agenda No.: 1

Request for zoning change from: T To: M-1
on 3.4 acres of unplatted land out of
Block E-2 Section 21

on Lot(s): Block(s):

Subdivision: Address: N of 125th St btwn
Indiana Ave + Flint Ave



Regular City Council Meeting

6. 2.

Meeting Date: 03/28/2013

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Consider a request for Zone Case 2224-E, a request of Quattro Lubbock, LLC for a zoning change from C-2A Specific Use to C-2 on Tract D-2-A, Western Meadows Addition (5605 Slide Road) and consider an ordinance.

Item Summary

Zoning Request:

From C-2A Restricted Local Retail District to C-2 Local Retail District.

Proposed Land Use:

The proposed land use is to construct two freestanding buildings to be used as retail lease spaces.

Adjacent Land Uses:

N – Commercial, Zoned C-3 General Retail District for a tire shop (Discount Tire)

S – Commercial, Zoned C-2A Restricted Local Retail District

E – Residential, Zoned R-1 Single-Family Residential Specific Use for reduced setbacks

W – Commercial, Zoned C-3 General Retail District Specific use and C-3 (mall and restaurant)

Planning and Zoning (P&Z) Public Hearing Notes:

The Planning Department received numerous phone calls from residents in the area wanting information on the zone case prior to the P&Z meeting. They expressed concern because of the current use of the property as well as its future use. No one other than the applicant appeared before the P&Z. The P&Z voted unanimously to approve.

Impact on the Comprehensive Land Use Plan (CLUP):

Slide Road is a major thoroughfare. The intersection of 57th (a collector) and Slide Road (major thoroughfare) is not a typical scenario we see within the City. The mall, caddy corner to this property, acts as an anchor and tends to pull more commercial uses towards this area. The CLUP dictates that this area along Slide Road should be considered for commercial uses. Although it is not typical to see heavier commercial on the corners of thoroughfares and collector streets, lighter commercial has been a common practice around this area and is acceptable.

The previous zone case completed on this property was for C-2A for a Restaurant which allows a restaurant or similar uses only on this property. The change to a less restrictive district, in staff's opinion, would not negatively affect the use on this property, yet would allow furniture stores.

Currently the proponent has indicated two freestanding buildings totaling 10,400 square feet for retail tenant spaces.

P&Z Commission Recommendation:

The P&Z recommends approval.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2224-E

Zone Case 2224-E

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. 2224-E**; A ZONING CHANGE FROM **C-2A SPECIFIC USE** TO **C-2 ZONING DISTRICT** ON **TRACT D-2-A, WESTERN MEADOWS 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. 2224-E

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 Specific Use** to **C-2 zoning district** on **Western Meadows Addition**, City of Lubbock, Lubbock County, Texas, located at **5605 Slide Road**.

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:



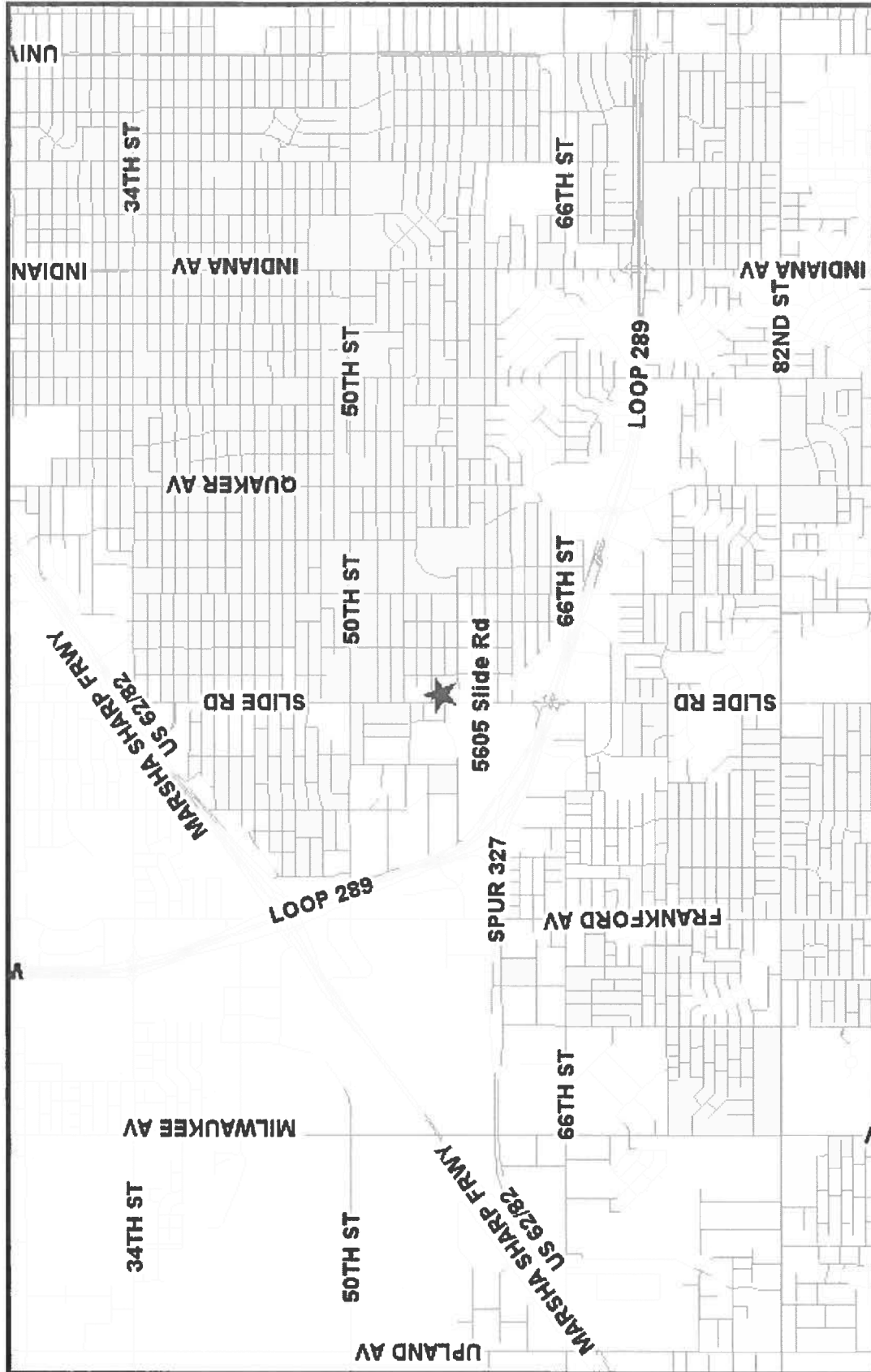
Matt Perkins, Director of Planning

APPROVED AS TO FORM:

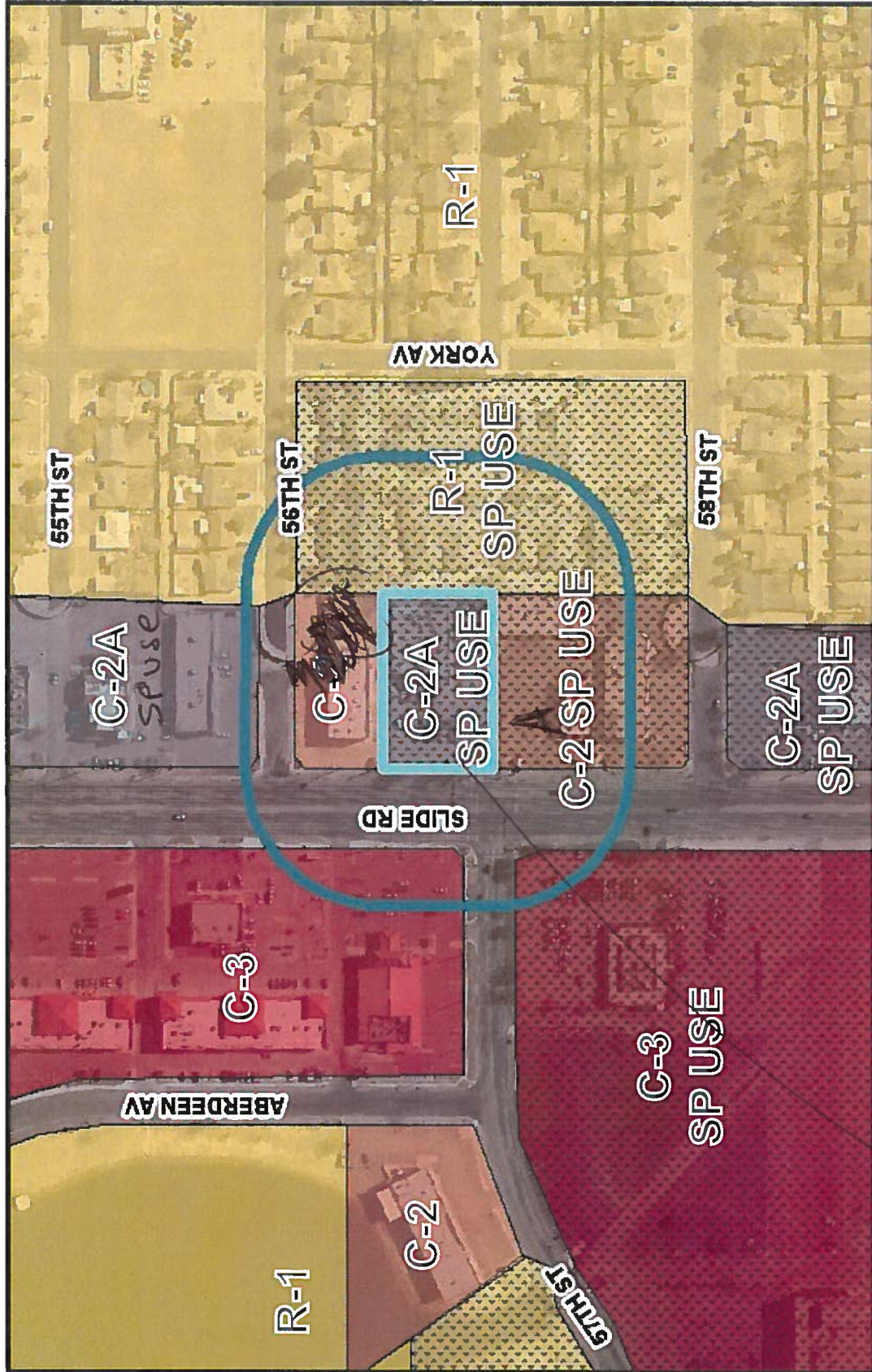


Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC2224-E
March 8, 2013

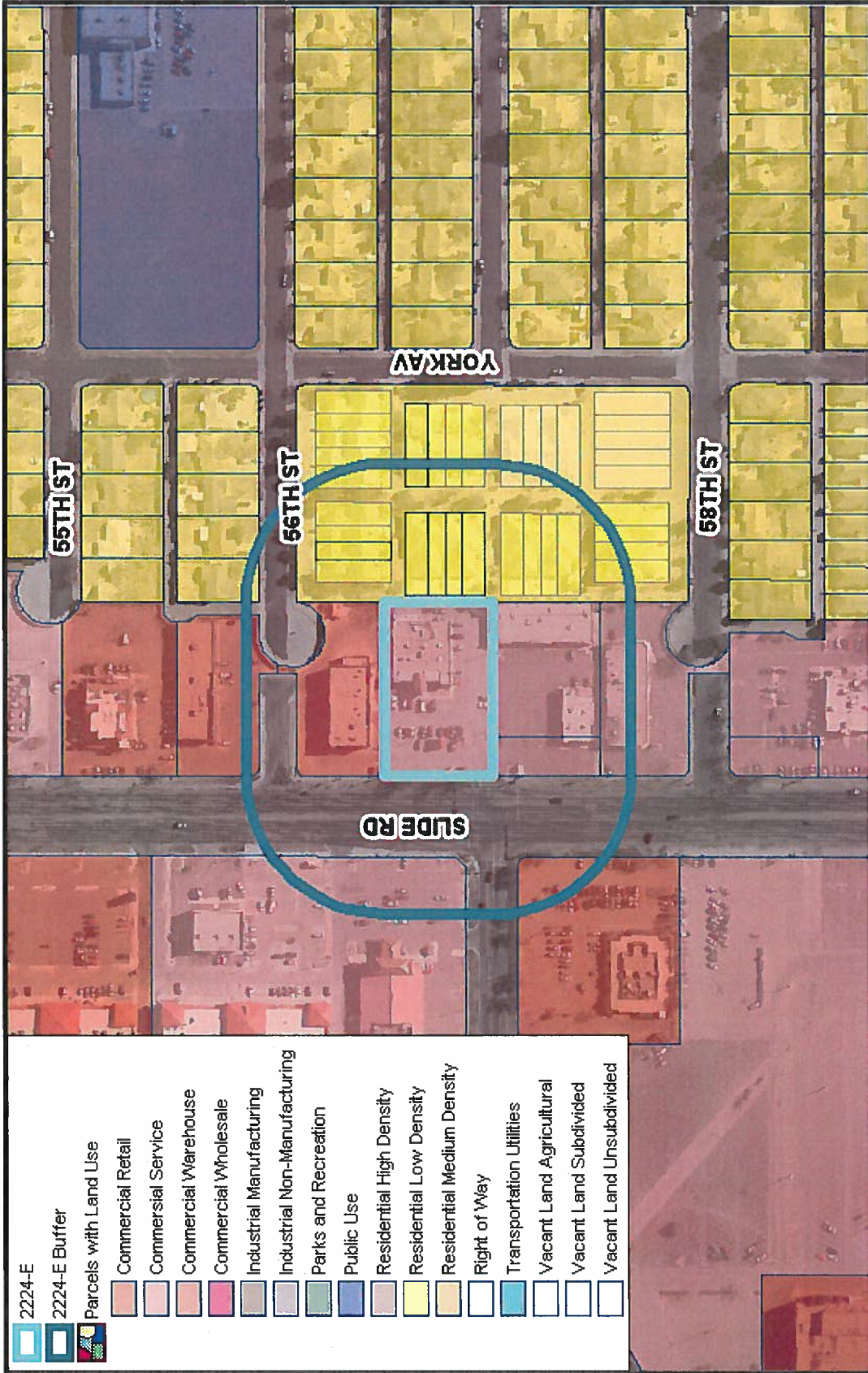


P.Z.C. Case 2224-E



P.Z.C. Case 2224-E Zoning

to C-2



P.Z.C. Case 2224-E

Request of Quattro Lubbock, LLC for a zoning change from C-2A Specific Use to C-2, 5605 Slide Road



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Quattro LUBBOCK, LLC For Quattro LUBBOCK, LLC
1100 Jorie Blvd - Ste 238 1100 JORIE BLVD, STE 238
Oak Brook IL 60523 Oak Brook IL 60523
(630) 891-6473 (630) 891-6473

Location or Address: 5605 SLIDE ROAD, LUBBOCK, TX
Legal Description: SEE ATTACHED ALTS SURVEY
Existing Land Use: Restaurant Existing Zoning: C-2A, SPECIFIC USE
Acreage or Square Footage of Property: 1.03 ACRES
Zoning Requested: C-2

Proposed Development: PROPOSED (2) NEW COMMERCIAL BUILDINGS, (1) ONE 7,400 SF, TWO (2) TENANT BUILDING AND (1) ONE 3,000 SF SINGLE TENANT BUILDING

If property is not subdivided, will preliminary plat be submitted? -- CURRENTLY SUBDIVIDED Yes No
2-11-13

Applicant's Signature Kevin Barnes Date
630-891-6476

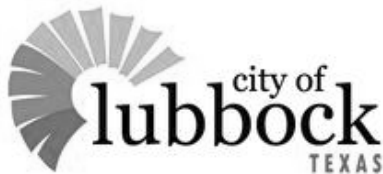
KEVIN@QUATTRODEVELOPMENT.COM

Filing Fee: \$478.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)
*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.: 2224-E Agenda No.: 4
Request for zoning change from: C 2A Spec Use To: C-2

on Lot(s): Tract D-2-A Block(s):
Subdivision: Western Meadows Add Address: 5605 Slide Road



Regular City Council Meeting

6. 3.

Meeting Date: 03/28/2013

Information

Agenda Item

Resolution - Finance: Consider a resolution accepting the City of Lubbock Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2012.

Item Summary

Each year, the Finance Department prepares a CAFR designed to provide the City Council, citizens, representatives of financial institutions, and others with detailed information concerning the financial condition and performance of the City. An important component of the preparation of the CAFR is an independent audit of the City's general purpose financial statements and notes.

The final audit opinion is included within the CAFR which has been provided separately. The City received an unqualified opinion on the financial statements, which is the best opinion that statements present fairly, in all material respects, the respective financial position of the governmental activities. There were no findings in the federal and state compliance audit. The management letter, which is auditor required communication, had no material weaknesses or significant deficiencies. The Audit Committee accepted the CAFR at their meeting on February 12, 2013.

Fiscal Impact

None.

Staff/Board Recommending

Pamela Moon, Executive Director of Finance
Audit and Investment Committee

Attachments

Resolution - CAFR

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby accepts the Comprehensive Annual Financial Report for the Fiscal year that ended September 30, 2012.

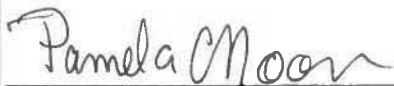
Passed by the City Council on _____, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



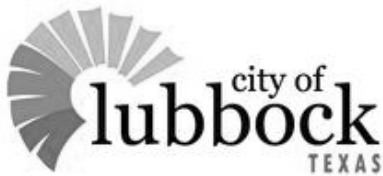
Pamela Moon, Executive Director of Finance

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

ccdocs/Comp Fin Rpt-12.res
02.12.13



Regular City Council Meeting

6. 4.

Meeting Date: 03/28/2013

Information

Agenda Item

Resolution - City Council: Consider a resolution approving the Amended and Restated Bylaws of Lubbock Economic Development Alliance, Inc. and discuss any further amendments for revisions to the Bylaws or Articles of Incorporation of Market Lubbock Economic Development Corporation.

Item Summary

None.

Fiscal Impact

None.

Staff/Board Recommending

Sam Medina, City Attorney

Attachments

Resolution - LEDA

RESOLUTION

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

THAT the Amended and Restated Bylaws of Lubbock Economic Development Alliance, Inc. are hereby approved by the City Council of the City of Lubbock. Said Bylaws are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Attorney

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:cdocs/RES.LEDA Bylaws-Amended & Restated
March 19, 2013

**AMENDED AND RESTATED BYLAWS OF
LUBBOCK ECONOMIC DEVELOPMENT ALLIANCE, INC.**

ARTICLE I

PURPOSE AND DUTIES

Section 1. Purpose. Lubbock Economic Development Alliance, Inc. (the “Corporation”) is incorporated for the purposes set forth in Article Four of its Articles of Incorporation, and in accordance with the Development Corporation Act of 1979, as amended, ~~Tex. Loc. Gov’t Code, Chapter 501~~~~Article 5190.6, Tex. Rev. Civ. Stats., Ann.~~ (the “Act”), and other applicable laws.

Section 2. Duties. In the fulfillment of its corporate purpose, the Corporation shall be governed by Section 4A of the Act, and shall have all of the powers set forth and conferred in its Articles of Incorporation, in the Act, in the Texas Non-Profit Corporation Act, as amended, Article 1396.101 et. seq. Tex.Rev.Civ.Stats. (the “Texas Non-Profit Corporation Act”), and in other applicable law, subject to the limitations prescribed therein and in these Bylaws and Articles of Incorporation.

ARTICLE II

BOARD OF DIRECTORS

Section 1. Powers, Number and Term of Office

(a) The affairs of the Corporation shall be managed and controlled by a Board of Directors (the “Board”) and, subject to the restrictions imposed by law, by the Articles of Incorporation, by the Texas Non-Profit Corporation Act, and by these Bylaws. The Board shall exercise all of the powers of the Corporation.

(b) The Board shall consist of seven (7) Directors, each of whom shall be appointed by the City Council (the “City Council”) of the City of Lubbock, Texas. Directors shall meet the following qualifications:

- (1) The candidate for appointment has served or is serving as the Chief Executive officer of a company; or
- (2) The candidate for appointment has served or is serving in a position of executive management of a company; or
- (3) The candidate for appointment is serving or has served the community in a professional capacity; or
- (4) The candidate for appointment shall have experience equivalent to any of the above qualifications.

In considering each candidate for appointment, the governing body shall consider and give thought to each candidate's experiences, background, accomplishments and educational background.

(c) The directors constituting the first Board shall be those directors named in the Articles of Incorporation. Three (3) members of the first Board shall serve terms of two (2) years, and two members of the first Board shall serve terms of three (3) years. The respective terms of the initial Board shall be determined by the Articles of Incorporation. Thereafter, each successor member of the Board shall be appointed and shall serve for three (3) years or until his or her successor is appointed as hereinafter provided.

(d) No member of the Board shall serve more than two (2) terms, which two (2) terms must be consecutive. All directors of the Corporation must reside in Lubbock County at the time of their appointment and throughout their term as director. Any additional Board members shall have staggered three (3) year terms as established by the existing Board of Directors.

(e) Any director may be removed from office by the City Council at will, by the affirmative vote of four (4) City Council Members.

(f) The City Council or their designees, the City Manager or his designee, and the City Attorney or his designee, may attend all meetings of the Board of Directors or Committees,

provided, however, that they may not attend executive meetings, if the Corporation can demonstrate that such attendance would waive the attorney/client privilege protection of the Corporation's information. These representatives shall not have the power to vote in the meetings they attend. Their attendance shall be for the purpose of ensuring that information about the meetings is accurately communicated to the City Council and to satisfy the City Council obligation to control the powers of the Corporation.

(g) Regular attendance of the Board meetings is required of all members. The following number of absences may constitute the need for replacement of a member: three (3) consecutive absences, or attendance reflecting absences constituting 50% of the meetings over a twelve (12) month period. In the event replacement is indicated, the member will be counseled by the Chairman of the Board or the CEO. Unless the Chairman of the Board or the CEO get a commitment from the absentee director to remedy their attendance at Board meetings, and such is shown by the directors better attendance at such meetings, the Chairman of the Board or the CEO shall submit in writing to the City Secretary the fact that there is a need to replace the Board member in question.

(h) Any vacancy occurring among Directors of the Board shall be filled by appointment by the City Council.

Section 2. Meetings. The Board shall meet at least quarterly in the offices of the Corporation or at such other places within the City as the Board may from time to time designate. All meetings of the Board shall provide notice thereof as provided and set forth in the Texas Open Meetings Act, as amended, Section 551.001 et. seq. Texas Government Code (the "Texas Open Meetings Act"). Any member of the Board may request that an item be placed on the agenda by delivering the same in writing to the secretary of the Board no later than ten (10)

days prior to the date of the Board meeting. The Chairman of the Board shall set regular meeting dates and times at the beginning of his/her term.

The annual meeting of the Board of Directors shall be the Board meeting for the fourth (4th) quarter meeting of the Board.

Notice of any meeting of the Board shall be given to the public in accordance with the requirements of the Texas Open Meetings Act. The notice shall contain information regarding the particular time, date, and location of the meeting and agenda to be considered. All meetings of the Board shall be conducted in accordance with the Texas Open Meetings Act.

All meetings of the Board shall be held in the City of Lubbock, Texas.

Section 3. Quorum. Directors must be present in order to vote at any meeting. A majority of the directors shall constitute a quorum for the conduct of the official business of the Corporation. The act of a majority of the directors present at a meeting at which a quorum is in attendance shall constitute the act of the Board and of the Corporation, unless the act of a greater number is required by law.

Section 4. Conduct of Business.

(a) At the meetings of the Board, matters pertaining to the business of the Corporation shall be considered in accordance with rules of procedure as from time to time prescribed by the Board.

(b) The Chairman of the Board of Directors shall preside at all meetings of the Board of Directors of the Corporation. The Chairman shall direct the Chief Executive Officer (“CEO”) of the Corporation, in the performance of the duties of the CEO as directed by the Board of Directors. The Chairman may execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed. However, the Chairman

may not execute instruments on behalf of the Corporation, if this power is expressly delegated to another officer or agent of the Corporation by the Board of Directors, the Bylaws, or statute. The chairman shall perform other duties prescribed by the Board of Directors and all duties incident to the office of chairman.

(c) When the Chairman of the Board of Directors is absent, is unable to act, or refuses to act, the Vice Chairman shall perform the duties of the Chairman. When the Vice Chairman acts in place of the Chairman, the Vice Chairman shall have all the powers of and be subject to all the restrictions upon the Chairman. A Vice Chairman shall perform other duties as assigned by the Chairman or Board of Directors.

(d) The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 5. Committees of the Board. The Board may appoint advisory committees to provide advice and counsel to the Board. Such committees may not exercise any authority of the Board. Such committees may include individuals who are not members of the Board, and no more than three (3) current members of the Board.

Each member of a committee shall continue as such until his or her successor on the committee is appointed, unless the committee shall be sooner terminated or unless such member has ceased to serve on the Board of Directors or such member has been removed from such committee. Any committee member may be removed from committee membership by the Chairman, with Board approval, whenever in their judgment the best interests of the Corporation would be served by such removal.

Section 6. Board's Relationship With Administrative Departments of the City.

Any request for services made to the administrative department of the City shall be made by the Board or its designee, or the CEO, in writing to the City Manager. The City Manager may approve such requests for assistance from the Board, or the CEO, when he finds such requested services are within the budget parameters previously approved by the City Council. The City Manager must also find that the requested services are available within the administrative departments of the City and that the Board, or the CEO, has agreed to reimburse the administrative department's budget for the costs of such services so provided.

Section 7. Compensation of Directors. Directors shall not receive any salary or compensation for their services as directors. However, they shall be reimbursed for their actual and reasonable expenses incurred in the performance of their duties hereinunder.

Section 8. Open Records Act. The Board of Directors is subject to the Texas Open Records Act, as amended, Section 552.001 et. seq. Texas Government Code (the "Texas Open Records Act").

Section 9. Annual Economic Development Activity Report. The Corporation shall present to the City Council a report of all economic development activity conducted by the Corporation on an annual basis. The City Council, upon its request, may specify the scope, breadth and depth of the information to be provided by the Corporation in such a report.

Section 10. Quarterly Reporting. In addition to the annual economic development report, the Corporation shall report to the City Council, at a minimum, on a quarterly basis. A briefing and list of all active prospects shall be provided to the City Council in executive session to the extent allowed by the Texas Open Meetings Act, Chapter 552 of the Texas Government Code. The briefing shall include all potential prospects, without specific identity, but identifying

the industry, potential location, and number of jobs and potential dollar incentive to be paid. In addition, the Corporation shall address its consideration of the impact on any local business from the providing of an incentive to any prospect. The City Council, in its sole discretion, may direct the Corporation to report to the City Council on a more frequent basis than quarterly.

ARTICLE III

OFFICERS

Section 1. Titles and Term of Office.

(a) The officers of the Corporation shall be a Chief Executive Officer, President, a first Vice President, a second Vice President, a Secretary and a Treasurer, and such other officers as the Board shall elect or appoint at each annual meeting of the Corporation. One person may hold more than one office, except that the President shall not hold the office of Secretary. Terms of offices of officers shall not exceed three (3) years. If there be no term of an officer exceeding one (1) year, such officer shall be elected or appointed annually by the Board.

(b) Officers shall be subject to removal from office at any time by a vote of a majority of the entire Board, unless otherwise governed by the terms of any agreement concerning their employment by the Corporation.

(c) A vacancy in the office of any officer shall be filled by a vote of a majority of the directors.

Section 2. Powers and Duties of the Chief Executive Officer. The CEO shall be the Chief Executive Officer of the Corporation. The CEO shall supervise and control all of the business and affairs of the Corporation. The CEO shall execute any deeds, mortgages, bonds, contracts, or other instruments that the Board of Directors have authorized to be executed. However, the CEO may not execute instruments on behalf of the Corporation, if this power is

expressly delegated to another officer or agent of the Corporation by the Board of Directors, the Bylaws, or statute, including the Act. The CEO shall coordinate all staffing for all positions, including professional positions of employees of the Corporation as directed with the advice and consent of the Board of Directors. The CEO shall perform other duties prescribed by the Board of Directors and all duties incident to the office of Chief Executive Officer.

Section 3. Powers and Duties of the President. The President shall assist the CEO of the Corporation, and, subject to the paramount authority of the Board, the President shall be in general charge of the properties and affairs of the Corporation. The President shall report to the CEO.

Section 4. First Vice President. The first Vice President shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the President during that officer's absence or inability to act. Any action taken by the first Vice President, in the performance of the duties of the President, shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken.

Section 5. Second Vice President. The second Vice President shall have such powers and duties as may be prescribed by the Board and shall exercise the powers of the first Vice President during that officer's absence or inability to act. Any action taken by the second Vice President in the performance of the duties of the President or first Vice President shall be conclusive evidence of the absence or inability to act of the President or first Vice President at the time such action was taken.

Section 6. Treasurer. The Treasurer shall have the responsibility to see to the handling, custody, and security of all funds and securities of the Corporation in accordance with these Bylaws. When necessary or proper, the Treasurer may endorse and sign, on behalf of the

Corporation, for collection or issuance, checks, notes and other obligations in or drawn upon such bank or banks or depositories as shall be designated by the Board consistent with these Bylaws. The Treasurer shall see to the entry in the books of the Corporation full and accurate accounts of all monies received and paid out on account of the Corporation. The Treasurer shall, at the expense of the corporation, give such bond for the faithful discharge of his duties in such form and amount as the Board or the Council may require.

The Board may appoint an assistant Treasurer, who shall have all the powers and duties as may be prescribed by the Board, and shall be able to exercise all of the powers of the Treasurer.

Section 7. Secretary. The Secretary shall keep the minutes of all meetings of the Board in books provided for that purpose, shall give and serve all notices, may sign with the president in the name of the Corporation, and/or attest the signature thereto, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation, shall have charge of the corporate books, records, documents and instruments, except the books of account and financial records and securities, and such other books and papers as the Board may direct, all of which shall, at all reasonable times, be open to public inspection, upon application at the office of the Corporation, during business hours, and shall in general perform all duties incident to the office of Secretary, subject to the control of the Board.

The Board may appoint an assistant Secretary, who shall have all the powers and duties as may be prescribed by the Board, and shall be able to exercise all of the powers of the Secretary.

Section 8. Officers. The officers of the Corporation may be named from among the members of the Board. The Treasurer, assistant Treasurer or any assistant Secretaries may, at the option of the Board, be employees of the City.

Section 9. Compensation. Officers who are members of the Board shall not receive any salary or compensation for their services, except that they shall be reimbursed for the actual expenses incurred in the performance of their duties hereunder. Other officers may be compensated as directed by the Board.

Section 10. Other Employees. The Corporation may employ full or part-time employees to carry out the programs of the Corporation. These employees shall perform those duties as are assigned to them by the Board and/or the CEO. The employees may be dismissed or terminated by the Board and/or the CEO.

Section 11. Contracts for Services. The intent of the Corporation is to keep the number of full-time employees of the Corporation to a minimum. The Corporation may contract for service whenever possible instead of employing individuals on a full-time basis. The Corporation may contract with any qualified and appropriate person, association, corporation or governmental entity to perform and discharge designated tasks which will aid or assist the Board in the performance of its duties. However, no such contract shall ever be approved or entered into which seeks or attempts to divest the Board of Directors of its discretion and policymaking functions in discharging the duties herein above set forth.

ARTICLE IV

FUNCTIONAL CORPORATE DUTIES AND REQUIREMENTS

Section 1. General Development Plan.

(a) The Board shall research, develop, prepare, and submit to the City Council for its approval, an economic development plan for the City, which shall include proposed methods and the expected costs of implementation. The plan shall include both short-term and long-term goals for the economic development of the City, proposed methods for the reduction of unemployment and underemployment, and the promotion of employment, through the expansion and development of a sound economic base for the City.

(b) The Board shall review and update the plan each year, prior to submission of the annual budget to the City Council.

Section 2. Annual Corporate Budget. At least sixty (60) days prior to the commencement of each fiscal year of the Corporation, the Board shall adopt a proposed budget of expected revenues and proposed expenditures for the ensuing fiscal year. The budget shall contain such classifications and shall be in such form as may be prescribed from time to time by the City Council. The budget shall not be effective until the same has been approved by resolution of the City Council.

The Board may make expenditures within the total budget amount approved by the City Council so long as such expenditures 1) do not increase the total budget amount previously approved by the City Council, and 2) do not increase any single fund or budget classification by more than ten (10) percent.

Section 3. Books, Records, Audits.

(a) The Corporation shall keep and properly maintain, in accordance with generally accepted accounting principles, corporate funds, activities, and affairs.

(b) At the request of the Corporation and with the approval of City Council, the books, records, accounts, and financial statements of the Corporation may be maintained for the

Corporation by the accountant, staff and personnel of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services only.

(c) The Corporation shall cause its books, records, accounts, and financial statements to be audited at least once each fiscal year by an outside, independent, auditing and accounting firm selected by the Corporation and approved by the City Council. Such audit shall be at the expense of the Corporation and shall be a certified audit.

Section 4. Deposit and Investment of Corporate Funds.

(a) All proceeds from the issuance of bonds, notes, or other debt instruments (“Obligations”) issued by the Corporation shall be deposited and invested as provided in the resolution, order, indenture, or other documents authorizing or relating to their issuance.

(b) All other monies of the Corporation shall be deposited, secured and/or invested in the manner provided for the deposit, security and/or investment of the public funds of the City. The Board shall designate the accounts and depositories to be created and designated for such purposes, and the methods of withdrawal of funds therefrom for use by and for the purposes of the Corporation, upon the signature of its Treasurer and such other persons as the Board shall designate. The Corporation will ensure that the investment of such funds and accounts shall be performed in accordance with the Texas Public Funds Investment Act, as amended, Section 2256.001 et. seq. Texas Government Code (the “Texas Public Funds Investment Act”).

(c) At the request of the Corporation and with the approval of the City Council, the monies of the Corporation may be deposited, secured and/or invested for the Corporation by the accountant, staff and personnel of the City. In such event, the Corporation shall pay to the City reasonable compensation for such services only.

Section 5. Expenditures of Corporate Money.

(a) The monies of the Corporation, including sales and use taxes collected, pursuant to Section 4A of the Act, monies derived from the repayment of loans, rents received from the lease or use of property, the proceeds from the investment of funds of the Corporation, the proceeds from the sale of property, and the proceeds derived from the sale of obligations, may be expended by the Corporation for any of the purposes authorized by the Act, and applicable income tax law, subject to the following limitations:

(i) Expenditures from the proceeds of obligations shall be identified and described in the orders, resolutions, indentures, or other agreements submitted to and approved by the City Council, prior to the sale and delivery of the Obligations to the purchasers thereof required by Section 6 of this Article;

(ii) Expenditures that may be made from a fund created with the proceeds of Obligations, and expenditures of monies derived from sources other than the proceeds of Obligations, may be used for the purposes of financing or otherwise providing one or more "Projects," as defined in the Act. The specific expenditures shall be described in a resolution or order of the Board and shall be made only after the approval thereof by the City Council by a resolution. The Corporation, at the time the City Council considers the resolution, shall provide to the City Council, the identity of the entity receiving an incentive, the number of jobs to be generated, the amount of the incentive and the ~~financial~~economic impact on the Lubbock economy and any other information requested by the City Council in regard to the proposed expenditure. If approved, the resolution shall satisfy the requirement of Section 501.073 of the Texas Local Government Code requiring approval of the project expenditure by the governing body;

- (iii) No bonds may be issued by the Corporation and no Project may be financed with bond proceeds or other revenues of the Corporation, unless such bonds or Projects are first approved by the Council; and
- (iv) All other proposed expenditures shall be made in accordance with and shall be set forth in the annual budget required by Section 2 of this Article.

Section 6. Issuance of Obligations. No Obligations, including refunding Obligations, shall be sold and delivered by the Corporation, unless the City Council shall approve such Obligations by action taken no more than sixty (60) days prior to the date of sale of the Obligations.

Section 7. Uncommitted and Unexpended Funds. Any uncommitted or unexpended funds remaining at the end of a fiscal year shall be retained by the Corporation and considered a part of the Corporation's fund balance. Such funds may be expended by the Corporation in the future for any purpose allowed under these Bylaws and the laws governing the Corporation.

ARTICLE V

MISCELLANEOUS PROVISIONS

Section 1. Principal Office.

(a) The principal office and the registered office of the Corporation shall be the registered office of the Corporation specified in the Articles of Incorporation.

(b) The Corporation shall have and shall continually designate a qualified registered agent at its registered office, as required by the Act.

Section 2. Fiscal Year. The fiscal year of the Corporation shall be the same as the same fiscal year of the City.

Section 3. Seal. The seal of the Corporation shall be as determined by the Board.

Section 4. Resignations. Any Director or Officer may resign at any time. Such resignation shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the CEO, President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. Approval or Advice and Consent of City Council. To the extent that these Bylaws refer to any approval by the City or refer to advice and consent by the City Council, such advice and consent shall be evidenced by a certified copy of a resolution, order or motion duly adopted by the City Council.

Section 6. Services of City Staff and Officers. Subject to the paramount authority of the City Council under the Charter of the City, the Corporation shall have the right to utilize the services of the City Manager, the City Secretary, and the staff and employees of the Finance Department of the City, provided (i) that the Corporation shall pay reasonable compensation to the City for such services, and (ii) the performance of such services does not materially interfere with the other duties of such personnel of the City.

Section 7. Indemnification of Directors, Officers and Employees.

(a) As provided in the Act and the Articles of Incorporation, the Corporation is, for the purposes of the Texas Tort Claims Act, as amended, Texas Civil Practices and Remedies Code, Section 101.001 et. seq. (the "Texas Tort Claims Act"), a governmental unit and its actions are governmental functions.

(b) The Corporation shall indemnify each and every member of the Board, its officers, and its employees, and each member of the City Council and each employee of the City,

to the fullest extent permitted by law, against any and all liability or expense, including attorneys fees, incurred by any of such persons by reason of any actions or omissions that may arise out of the functions and activities of the Corporation. To the extent not in conflict with the Act, the Texas Non-Profit Corporation Act, the Texas Tort Claims Act, the Articles of Incorporation of the Corporation, and these Bylaws, such indemnification shall be governed by the following, to-wit:

(i) the Corporation shall indemnify a director, officer, committee member, employee, or agent of the Corporation who was, is, or may be named defendant or respondent in any proceeding as a result of his or her actions or omissions within the scope of his or her official capacity in the Corporation. For the purposes of this Section, an agent includes one who is or was serving at the request of the Corporation as a director, officer, partner, venture, proprietor, trustee, partnership, joint venture, sole proprietorship, trust, employee benefit plan, or other enterprise. However, the Corporation shall indemnify a person only if he or she acted in good faith and reasonably believed that the conduct was in the Corporation's best interest. In a case of criminal proceeding, the person may be indemnified only if he or she had no reasonable cause to believe that the conduct was unlawful. The Corporation shall not indemnify a person who is found liable to the Corporation or is found liable to another on the basis of improperly receiving a personal benefit. A person is conclusively considered to have been found liable in relation to any claim, issue, or matter, if the person has been adjudged liable by a court of competent jurisdiction and all appeals have been exhausted.

(ii) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation, in connection with

the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(iii) The Corporation shall pay or reimburse expenses incurred by a director, officer, committee member, employee, or agent of the Corporation, in connection with the person's appearance as a witness or other participation in a proceeding involving or affecting the Corporation when the person is not a named defendant or respondent in the proceeding.

(iv) In addition to the situations otherwise described in this paragraph, the Corporation may indemnify a director, officer, committee member, employee, or agent of the Corporation to the extent permitted by law. However, the Corporation shall not indemnify any person in any situation in which indemnification is prohibited by the terms of Paragraph (i) above.

(v) Before the final disposition of a proceeding, the Corporation may pay indemnification expenses permitted by the Bylaws and authorized by the Corporation. However, the Corporation shall not pay indemnification expenses to a person before the final disposition of a proceeding if: the person is a named defendant or respondent in a proceeding brought by the Corporation, or the person is alleged to have improperly received a personal benefit or committed other willful or intentional misconduct.

(vi) If the Corporation indemnifies a person under the Bylaws, the person may be indemnified against judgment, penalties, including excise and similar taxes, fines, settlements, and reasonable expenses (including attorney's fees) actually incurred in connection with the proceeding. However, if the proceeding was brought by or on behalf

of the Corporation, the indemnification is limited to reasonable expenses actually incurred by the person in connection with the proceeding.

(vii) Before the Corporation may pay any indemnification expenses (including attorney's fees), the Corporation shall specifically determine that indemnification is permissible, authorized indemnification, and determine that expenses to be reimbursed are reasonable, except as provided in Paragraph (ix) below. The Corporation may make these determinations and decisions by any one of the following procedures:

(a) Majority vote of a quorum consisting of directors who, at the time of the vote, are not named defendants or respondents in the proceeding.

(b) If such a quorum cannot be obtained by a majority vote of a committee of the Board of Directors, designated to act in the matter by a majority vote of all directors, consisting solely of two (2) or more directors, who at the time of the vote are not named defendants or respondents in the proceeding.

(c) Determination by special legal counsel selected by the Board of Directors by vote as provided in Paragraph (a) or (b) above, or if such a quorum cannot be obtained and such a committee cannot be established by a majority vote of all directors.

(viii) The Corporation shall authorize indemnification and determine that expenses to be reimbursed are reasonable in the same manner that it determines whether indemnification is permissible. If the determination that indemnification is permissible is made by special legal counsel, authorization of indemnification and determination of reasonableness of expenses shall be made in the manner specified by Paragraph (vii)(c)

above, governing the selection of special legal counsel. A provision contained in the Articles of Incorporation, the Bylaws, or a Resolution of the Board of Directors that requires the indemnification permitted above, constitutes sufficient authorization of indemnification even though the provision may not have been adopted or authorized in the same manner as the determination that indemnification is permissible.

(ix) The Corporation shall pay indemnification expenses before final disposition of a proceeding only after the Corporation determines that the facts then known would not preclude indemnification and the Corporation receives a written affirmation and undertaking from the person to be indemnified. The determination that the facts then known to those making the determination would not preclude indemnification and authorization of payment shall be made in the same manner as a determination that indemnification is permissible under Paragraph (vii) above. The person's written affirmation shall state that he or she has met the standard of conduct necessary for indemnification under the Bylaws. The written undertaking shall provide for repayment of the amount paid or reimbursed by the Corporation, if it is ultimately determined that the person has not met the requirements for indemnification. The undertaking shall be an unlimited general obligation of the person, but it need not be secured and it may be accepted without reference to financial ability to make repayment.

ARTICLE VI

EFFECTIVE DATE, AMENDMENTS

Section 1. Effective Date. These Bylaws shall become effective upon the occurrence of the following events:

- (1) the approval of these Bylaws by the City Council; and

- (2) the adoption of these Bylaws by the Board.

Section 2. Amendments to Articles of Incorporation and Bylaws. The Articles of Incorporation of the Corporation and these Bylaws may be amended only in the manner provided in the Articles of Incorporation and the Act.

ARTICLE VII

DISSOLUTION

On petition of the requisite percentage of registered voters of the City of Lubbock, in compliance with the Act, requesting an election on the dissolution of the Corporation, the City Council shall order an election on the issue. The election must be conducted according to the applicable provisions of the Election Code. The ballot for the election shall be printed to provide for voting for or against the proposition:

“Dissolution of Lubbock Economic Development Alliance, Inc..” If a majority of voters voting on the issue approve the dissolution, the Corporation shall continue operations only as necessary to pay the principal of and interest on its bonds and to meet obligations incurred before the date of the election and, to the extent practicable, dispose of its assets and apply the proceeds to satisfy these obligations. When the last of the obligations is satisfied, any remaining assets of the Corporation shall be transferred to the City, and the Corporation will be dissolved.

The City Council may call an election at any time to allow the citizens to decide whether to dissolve the Corporation and stop the collection of the sales and use tax approved, pursuant to the Act.

ARTICLE VIII

RECAPTURE OF INCENTIVES PROVIDED

Where applicable and in compliance and in conformity with the Development Corporation Act of 1979, as amended (the "Act"), each recipient of financial assistance or costs advanced or paid toward a recipient's project shall provide the Corporation with representations as to the purpose for which incentives are requested and projections regarding the creation or retention of primary jobs as defined in the Act. The manner and method of recapture or repayment by recipient as to any unfulfilled representation regarding the project or creation or retention of primary jobs or other representation remaining unfulfilled due to termination or abandonment of the project shall also be specifically set forth when required by the Act.

ARTICLE IX

SPECIFIC TERMS OF AGREEMENTS

Where applicable and in compliance and in conformity with the Development Corporation Act of 1979, as amended (the "Act"), the Corporation shall require each recipient of any financial incentives from the Corporation to enter into a written contract or Performance Agreement or other arrangement sufficient to insure that the funds advanced are used for the intended and authorized purposes in furtherance of a permissible Section 4A project. Any such contract, Performance Agreement, or other arrangement must, at a minimum, contain the provisions as required by the terms of the Act as of the date of execution.

Adopted by the Board of Directors on the 18th~~23rd~~-day of March~~June~~, 2013~~04~~.



Regular City Council Meeting

6. 5.

Meeting Date: 03/28/2013

Information

Agenda Item

Board Appointments - City Secretary: Consider two appointments to the Animal Services Advisory Board, five appointments to the Board of Health, one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Urban Design & Historic Preservation Commission, and one appointment to the Urban Renewal & Neighborhood Redevelopment Commission.

Item Summary

Consider two appointments to the Animal Services Advisory Board, five appointments to the Board of Health, one appointment to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Urban Design & Historic Preservation Commission, and one appointment to the Urban Renewal & Neighborhood Redevelopment Commission.

Fiscal Impact

None.

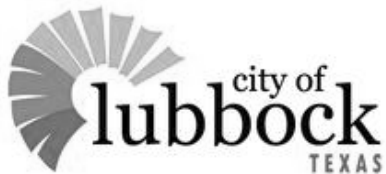
Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

MARCH 28, 2013 REGULAR CITY COUNCIL MEETING - BOARD & COMMISSION APPOINTMENTS

BOARD NAME	AGENDA SESSION	REQUIREMENTS	MEMBER INFO	MEMBER ATTENDANCE	RECOMMENDED ACTION & INFO (AAB ; STAFF)	SCRIPT	APPOINTEE
ANIMAL SERVICES ADVISORY BOARD	REGULAR	VETERINARIAN	RONDA CLARK (F.A.5)	67%	REAPPOINT	CONSIDER 2 APPOINTMENTS TO THE ANIMAL SERVICES ADVISORY BOARD	1
		ANIMAL SHELTER EMPLOYEE	GEORGE TORRES (M.H.4)	100%	REAPPOINT		2
BOARD OF HEALTH	REGULAR		DR. BRIAN CARR (M.A.3)	100%	REAPPOINT	CONSIDER 5 APPOINTMENTS TO THE BOARD OF HEALTH	1
			DR. NAIDU CHEKURU	50%	REAPPOINT		2
			DR. WAYNE CULP (M.A.4)	75%	REAPPOINT		3
			DR. ANNE EPSTEIN (F.A.1)	83%	REAPPOINT		4
			OLLIE THOMAS	100%	REAPPOINT		5
CENTRAL BUSINESS DISTRICT TIF REINVESTMENT ZONE BOARD OF DIRECTORS	EXECUTIVE	MUST BE 18 YEARS OF AGE AND A RESIDENT OF LUBBOCK COUNTY, OR 18 YEARS OF AGE AND OWN REAL PROPERTY IN THE ZONE	MIKE DAVIS (M.A.5)	N/A	REGINALD DIAL (M.A.A.5) WOMEN'S PROTECTIVE SERVICES	CONSIDER 1 APPOINTMENT TO THE CENTRAL BUSINESS DISTRICT TIF REINVESTMENT ZONE BOARD OF DIRECTORS	
URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	EXECUTIVE	SOCIOLOGY / ANTHROPOLOGY	STANCE HURST (M.A.4)	0%	MICHAEL JORDAN (APPLICATION PENDING)	CONSIDER 1 APPOINTMENT TO THE URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	
URBAN RENEWAL & NEIGHBORHOOD REDEVELOPMENT COMMISSION	EXECUTIVE	MORTGAGE BANKING	CHRISTINE COVINGTON (F.A.5)	N/A	LARISSA CABLE (F.A.5) PRIME WEST MORTGAGE	CONSIDER 1 APPOINTMENTS TO THE URBAN DESIGN & HISTORIC PRESERVATION COMMISSION	



Regular City Council Meeting

7. 1.

Meeting Date: 03/28/2013

Information

Agenda Item

Discuss the manner and means of conducting employee evaluations of the City Manager, City Attorney and City Secretary, including but not limited to; forms to be used, timeline for evaluations to be conducted, directives to the City Manager, City Attorney and City Secretary, timelines for directives to be completed, City policies related to employee evaluations, and the prospect of retaining the services of a professional consultant for assistance in the completion thereof.

Item Summary

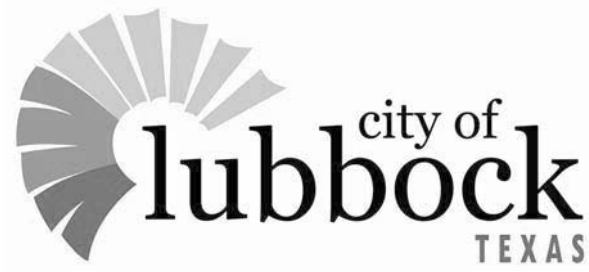
None.

Fiscal Impact

None.

Staff/Board Recommending

Victor Hernandez, Councilman, District 1



City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.