City of Lubbock, Texas
Regular City Council Meeting
Thursday, May 22, 2014

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

James Loomis, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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

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

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

1:00 p.m. -- City Council convenes in open session to participate in a work session on items 1.-1.4.

3:00 p.m. -- City Council recesses into executive session to consider items 2.-2.4.

6:15 p.m. -- City Council reconvenes in open session to consider items 3.-9.

1. **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.**

1. 1. Presentation and update by the Citizens Advisory Committee 2014, including recommendations regarding Emergency Operations Center and the Police Station.

1. 2. Presentation by Carollo Engineering regarding alternate energy sources.

1. 3. Presentation by Parkhill, Smith, and Cooper regarding alternate energy sources.

1. 4. Presentation and update by Management Advisory Group regarding the Compensation Study.

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.

2. 1. 1. NTS - Delinquency on payment plan.

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

2. 1. 3. Amarillo, Channing, Dalhart and Lubbock v. Railroad Commission of Texas, Cause No. D-1-GN-12-003997, 53rd Judicial District Court, Travis County, Texas; and Railroad Commission, Public Utility Commission and other State agencies' jurisdiction or potential jurisdiction regarding the establishment of utility rates within the City of Lubbock.

2. 1. 4. City of Lubbock v. Lubbock Omni Office, Inc. et. al., Cause No. 2013-508,039, in the 237th District Court, Lubbock County, Texas.

2. 1. 5. Discuss Chapter 1, Article XII, Section 1 and Chapter 1, Article X, Section 6 of the Lubbock City Charter; Sections 2.03.411-2.03.418 of the Lubbock Code of Ordinances; and the Employee Policy Manual, including the procedures pertaining to a grievance proceeding.

2. 1. 6. Discuss the legal grounds for the removal of Electric Utility Board members for cause.

2. 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.

2. 2. 1. Omni Building, 1206 14th Street, Lubbock, Texas.

2. 2. 2. Villa Del Norte, 1913 Baylor Avenue, Lubbock, Texas.

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

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

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

3. **Proclamations and Presentations**

3. 1. Invocation by Reverend Matt Wolfington, St. Luke's United Methodist Church

3. 2. Pledges of Allegiance

3. 3. Presentation of a special recognition to Dr. Bolanle Olaniran and Sickle Cell Ministries.

3. 4. **Board Recognitions:**
Animal Services Advisory Board:
Melanie Tatum

Community Development & Services Board:
Cathy Pope

Junked Vehicle Compliance Board:

Kurt Metcalf
Rebecca Laurent

Keep Lubbock Beautiful Advisory Committee:
Aundi Duke

Lake Alan Henry Board of Appeals:
Tim Oliver

Park & Recreation Board:
Ann Horkey

Public Transit Advisory Board:
Pamela Brink

Urban Renewal & Neighborhood Redevelopment Commission:
Bryce Bowley

Veterans Advisory Committee:
Drew Farmer
Rey Lops
Dr. Steven Presley

Zoning Board of Adjustment:
Margie Olivarez

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

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

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

REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT

5. **Minutes**

5. 1. April 24, 2014 Regular City Council Meeting
April 29, 2014 Special City Council Meeting (City Attorney)
April 30, 2014 Special City Council Meeting (City Attorney)

6. **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.**

6. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0073 Amendment 22 respecting the Capital Program to amend Capital Improvement Project (CIP) fund 90095, North University Enhancement Project; providing for filing; and providing for a savings clause.

6. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0074 Amendment 26 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) grant; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program (STEP) Click-It or Ticket grant; providing for filing; and providing for a savings clause.

6. 2. 1. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute contract 11889 and all related documents with Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program to fund utility assistance programs to low-income families and individuals.

6. 2. 2. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock contract 11883, a $9,984.00 State administered, Federally funded, grant agreement for the Click-It-Or-Ticket Selective Traffic Enforcement Program, by and between the City of Lubbock and the Texas Department of Transportation.

6. 3. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014-O0075 Amendment 27 amending the FY 2013-14 Budget for municipal purposes respecting the FY 2013-14 Master Lease; the Water Operating Fund; and the Solid Waste Operating Fund; providing for filing; and providing for a savings clause.

6. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Consider Budget Ordinance Amendment 28 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); to accept and appropriate additional funding from the TDHCA for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.

6. 5. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute a Consent to Assignment and Assumption of Tax Abatement Agreement, approving the transfer and assignment to O'Reilly Auto Enterprises, LLC. of the Tax Abatement Agreement dated March 13, 2008, between the City of Lubbock and Ozark Automotive Distributors, Inc., and amended on July 11, 2013.

6. 6. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 11895, an agreement for Professional Engineering Services with Parkhill, Smith & Cooper, Inc. for the design of the North University Streetscape Enhancement Project.

6. 7. **Resolution - Land Application:** Consider a resolution authorizing the Mayor to execute contract 11789 with Massey Irrigation for Center Pivot Replacement, ITB 14-11789-DG.

6. 8. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2014-O0076 abandoning and closing two water line easements, an access, garbage service, underground utility, drainage easement, blanket garbage and collection easements, blanket underground utility easement and transformer pad easements located on Tract E, Solaris Estates, Lubbock County, Texas, 125th and Quaker Avenue.

6. 9. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2014-O0077 abandoning and closing five Lubbock Power and Light (LP&L) transformer pad easements and two five-feet wide underground utility easements located in Cooper Stone Addition, 112th and Gary Avenue.

6. 10. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 2014-O0078 abandoning and closing a portion of a 20-foot alley located between Lots 1,2, and 13, 14, Holloway Addition out of the Southeast quarter of Section 3, Block A, Lubbock County, Texas.

6. 11. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing a portion of a drainage easement, located in Section 8, Block AK, Lubbock County, Texas.

6. 12. **Ordinance 1st Reading – Right-of-Way**: Consider an ordinance abandoning and closing a five-foot wide public access easement and a two-foot wide overhang easement located on Lot 206, Orchard Park Addition, Lubbock County, Texas, 11109 Miami Avenue.

6. 13. **Resolution-Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Jay Hardy Stanton and wife, Patricia Stanton, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 34, Block JS, Lubbock County, Texas.

6. 14. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 9245 a lease agreement with Kimco Lubbock, L.P., for the current Godeke Library branch, to terminate the lease effective June 29, 2014.

6. 15. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11809 with Centennial Moisture Control for Building Envelope Repair at Fire Station 11, RFP 14-11809-TF.

6. 16. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11838 with Pharr and Company, for the renovations of the Landwer House located at 1205 North University, RFP 14-11838-TF.

6. 17. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute a General Warranty Deed and all other necessary documents in connection with the acceptance by the City of Lubbock of certain real property located in Lakewood Estates at the intersection of 100th Street and Fulton Avenue, Lubbock, Lubbock County, Texas, for purposes related to a Storm Water Detention Basin.

6. 18. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31019210 with Freightliner of Austin for a high velocity combination hydro-cleaner and positive displacement pump vacuum unit for Wastewater Collection.

6. 19. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute contract 11790 with Wagner Supply to provide custodial supplies at the Civic Center, ITB 14-11790-TS.

6. 20. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute contract 11834 with WR Construction, Inc., for the Civic Center renovations project, ITB 14-11834-KS.

6. 21. **Resolution - Solid Waste**: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Cooperation Agreement contract 9787 with Lubbock County for cleaning and maintaining public rights-of-way and other City owned, operated or controlled properties.

6. 22. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 11898 a lease agreement between the City of Lubbock and K. F. Thiel & Sons for a farm lease at the Lubbock Preston Smith International Airport.

6. 23. **Resolution – Police**: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU), contract 11890 with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the FY 2014-15 Justice Assistance Grant (JAG) Program.

6. 24. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an amendment to Community Development Funding contract 11755 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

6. 25. **Ordinance 2nd Reading – Planning**: Consider Ordinance 2014-O0079 for Zone Case 3089-D, a request of Jeff Braselton for a zoning change from Apartment Medical (AM) to C-3 on 0.884 acres of unplatted land out of Block AK, Section 21, 10202 Frankford Avenue.

6. 26. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute an Amendment correcting the property description and incorporating the survey into the Commitment Agreement dated July 23, 2013, between the City of Lubbock and the Lubbock Entertainment and Performing Arts Association.

7. **Regular Agenda**

7. 1. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 1147-D, a request of MUDco., Inc., for Scott Stephens, for a zoning change from M-1 to M-2 on 20.5 acres of unplatted land out of Block A, Section 77, 201 Harvard Street, and consider an ordinance.

7. 2. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 1845-K, a request of Hugo Reed and Associates, Inc., for Jobil Realty Partnership, Ltd., for a zoning change from C-2 and C-4 to C-3 on a 2.5 acre tract of land, being a portion of Tracts A and B, Gordon Heights Addition, 4819 Utica Avenue and 4644 50th Street, and consider an ordinance.

7. 3. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 2009-A, a request of Kathy Payton, for JDP Legacy, LLC, for a zoning change from IHC to IHI on 11.6 acres of unplatted land out of Block E, Section 5, 115 South Loop 289, and consider an ordinance.

7. 4. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3047-M, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on 0.567 acres of unplatted land out of Block E-2, Section 23, east of Trafalgar Avenue and south of 114th Street, and consider an ordinance.

7. 5. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3047-N, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on lots 252-260 Vintage Township and a portion of unplatted land out of Block E-2, Section 23, 12120-12128 Salisbury Avenue and north of the alley, and consider an ordinance.

7. 6. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3048-F, a request of McDougal Construction for a zoning change from R-1 Specific Use to A-1 Specific Use for townhomes on Lots 1 through 14, Block 1 and Lots 15 through 35, Block 2, Overton Park Addition, 2100 Block of 10th Street, between Avenue U and Avenue V, and consider an ordinance.

7. 7. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3228, a request of Jeffrey Reimer for a zoning change from R-1 to R-1 Specific Use for garden homes on Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition, 5504 Wayne Avenue, and consider an ordinance.

7. 8. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3229, a request of John Herrera, for Elite Learning Academy, for a zoning change from R-1 to AM for a day nursery on Lot 6, Block 1, Raymond Painter Addition, 3508 23rd Street, and consider an ordinance.

7. 9. **Public Hearing 6:30 p.m. – Planning**: Consider a request for Zone Case 3230, a request of Mary Trevino, for Antonio Garcia, for a zoning change from IHC to IHI on the north 15 feet of the east 65 feet of Lot 1 and Lot 2, Olton Addition, 816 48th Street, and consider an ordinance.

7. 10. **Ordinance 1st Reading- Building Inspection**: Consider an ordinance amending Chapter 28 of the Lubbock Code of Ordinances by increasing bond and insurance requirements for roofing contractors in order to become registered and to obtain permits from the Building Inspection Department, and providing for the appeal or denial, suspension or revocation of registration of building contractors before the Building Board of Appeals.

7. 11. **Resolution - Mayor:** Introduce, discuss, but take no action on a resolution to amend City Council Rules, Order of Business and Procedure Manual with respect to meeting times of the City Council for regular meetings, work sessions, and executive sessions; and further to discuss and take action on existing City Council policies respecting citizen comment at the meetings of the City Council.

7. 12. Discuss and take action to remove members of the Electric Utility Board; and make appointments to fill any resulting vacancies.

7. 13. **Board Appointments - City Secretary:** Consider one appointment to the Audit & Investment Committee, one appointment to the Board of Health, one appointment to the Park & Recreation Board, and one appointment to the Public Transit Advisory Board.

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

8. 1. Discuss and take action regarding the barricading of streets adjacent to the Omni Building located at 1206 14th Street.

8. 2. Consider and discuss options concerning the future paving of East 66th Street.

9. **Open Citizen Comment**


City of
Lubbock
TEXAS

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
April 24, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 24th of April, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

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

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

- *Executive Session; 2.1-2.3; 2.6; 2.7; 2.4; Citizen Comments 3.1-3.3; Citizen Comments 3.4 (Sign-ups); 4.1; 5.1-5.2; 5.5-5.6; 5.8-5.11; 5.16; 5.19; 5.3-5.4; 5.7; 5.12-5.15; 5.17-5.18; 5.20; 6.1-6.15; 7.1-7.2; and 8.1 - Open Citizen Comments (Sign-ups).*
- *Item 2.5 was deleted.*
- *Items 6.3 and 6.13 were postponed to the May 8, 2014 Regular City Council Meeting.*

1. Executive Session

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

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

1. 1. 1. Discuss legal issues related to the dual governance structure of the City's electric utility.

1. 1. 2. Cause No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.

1. 1. 3. No. 07-14-00006-CV; City of Lubbock, Texas v. Coyote Lake Ranch, LLC

1. 1. 4. Hotel occupancy tax audit deficiency collections.

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

1. 2. 2. Police Station

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

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to Junked Vehicle Compliance Board, Lake Alan Henry Board of Appeals, Urban Renewal & Neighborhood Redevelopment Commission, Water Board of Appeals, and Zoning Board of Adjustment.

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

2. Proclamations and Presentations

2. 1. Invocation by Al Martin, Director of the Texas Tech Wesley Foundation

Al Martin, Director of the Texas Tech Wesley Foundation, led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a special recognition to Delwin Jones.

Council Member Todd R. Klein presented a special recognition to Delwin Jones for his many years of service and dedication to Lubbock and the surrounding communities. Senator Robert Duncan and State Representative John Frullo both gave comments on Delwin Jones' accomplishments as a State Representative and thanked him for his years of service.

2. 4. Presentation of a special recognition to Community Health Center of Lubbock for their efforts within the Lubbock community.

Council Member Floyd Price presented a special recognition to the Community Health Center of Lubbock for their efforts within the Lubbock Community. Michael Sullivan, along with Community Health Center of Lubbock Board of Directors members and staff, appeared to accept the recognition. Mr. Sullivan gave thanks to City Council and the community of Lubbock for their continued support.

2. 5. Presentation of a special recognition to Avery Maisel, cancer survivor.

This item was deleted.

2. 6. Presentation of a special recognition for the First Annual Lubbock Lions Club and AMBUCS Kidfish.

Mayor Pro Tem Karen Gibson presented a special recognition for the First Annual Lubbock Lions Club and AMBUCS Kidfish. Jack Mitchell, Game Warden, appeared to accept the recognition and gave comments on their upcoming event.

2. 7. **Board Recognitions:**

Animal Services Advisory Board:
Eric Cunningham
Bill Young (unable to attend)

Urban Renewal & Neighborhood Redevelopment Commission:
John Ashe
This item was deleted.

Zoning Board of Adjustment:
Joe McKay
This item was deleted.

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

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

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

3. 1. Mark Lawson will appear before City Council to address the City of Lubbock oil and gas activities.

Mr. Lawson was unable to appeare. Mayor Robertson read a letter from him.

3. 2. Tom Rogers will appear before the City Council to address the City of Lubbock oil and gas regulations.

Tom Rogers appeared before City Council to speak about oil and gas regulations.

3. 3. Leann Lamb-Vines will appear before the City Council to address City of Lubbock oil and gas ordinances.

Leann Lamb-Vines appeared before City Council to speak about oil and gas ordinances.

3. 4. **Citizen Comments (Sign-ups):**

- Shelly Weir, Jeannine Kelley, Gary Leatherwood, and Raenee Mata appeared before City Council to speak in favor of item 6.12 (amending Chapter 14 with regard to Section 14.01.010 - illicit synthetic drug products).
- Sam Harper appeared before City Council to speak in favor of items 5.13 (Community Development Funding contract between the City and Fiestas Del Llano for the culture center renovation) and 5.14 (Community Development Funding contract between the City and Roots Historical Arts Council for the East Lubbock Gateway).
- Bill Curnow and Ysidro Gutierrez appeared before City Council to speak about item 6.13 (Payday Lending Citizens Task Force).

4. Minutes

4. 1. February 18, 2014 Special City Council Meeting (EUB)
March 3, 3014 Special City Council Meeting (EUB)
March 27, 2014 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve the minutes of the February 18, 2014 Special City Council Meeting (EUB); the March 3, 2014 Special City Council Meeting (EUB); and the March 27, 2014 Regular City Council Meeting.

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 Mayor Pro Tem Karen Gibson to approve items 5.1-5.2; 5.5-5.6; 5.8-5.11; 5.16 and 5.19.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0060, Amendment 20, respecting the Grant Fund to accept and appropriate funding from the Chapman Forestry Foundation for the Tree-Planting Grant; to accept and appropriate funding from the National Recreation and Park Association for the Out-of-School Time Programs Grant; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0061, Amendment 21, respecting the General Fund to increase the transfer to the Capital Project Fund; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0064, Amendment 25, amending the FY 2013-14 Budget for municipal purposes respecting the General Fund by amending the City Manager budget, increase position control by one position, and increase the utilization of fund balance.

James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Victor Hernandez to approve Ordinance No. 2014-O0064.

Vote: 6 - 1 Motion carried

NAY: Mayor Pro Tem Karen Gibson

5. 4. **Resolution - Public Works Engineering:** Resolution No. 2014-R0155 authorizing the Mayor to execute contract 11860, an Advanced Funding Agreement with the Texas Department of Transportation (TxDOT) for the construction of Phase 2 of the North University Enhancement Project, on North University Avenue between 4th Street and Amherst Street.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Victor Hernandez to approve Resolution No. 2014-R0155.

Vote: 7 - 0 Motion carried

5. 5. **Resolution – Public Works Engineering:** Resolution No. 2014-R0150 authorizing the Mayor to execute Amendment 1 of professional services contract 10505 with Freese and Nichols, Inc. (FNI) for a Time Extension with No Compensation on the Study and Preliminary Design of the Lake Alan Henry Intake Structure Investigation.

5. 6. **Resolution – Public Works Engineering:** Resolution No. 2014-R0151 authorizing the Mayor to execute contract 11653 with Freese and Nichols Inc. for professional services associated with the Water Distribution System Modeling and Master Plan, RFQ 14-11653-MA.

5. 7. **Resolution – Public Works Streets:** Resolution No. 2014-R0156 authorizing the Mayor to execute contract 11785 with Viking Construction, Inc. for the 2014 Micro-Surfacing Project, RFP 14-11785-DG.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Victor Hernandez to approve Resolution No. 2014-R0156.

Vote: 7 - 0 Motion carried

5. 8. **Ordinance 2nd Reading - Right-of-Way** : Ordinance No. 2014-O0059 abandoning and closing a portion of a 15-foot utility easement located in Lot 2, Hoop Addition, Lubbock County, Texas, 302 North University.

5. 9. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2014-O0062 abandoning and closing a temporary garbage service easement and temporary underground utility easement located in Section 5, Block E, across Avenue J and Lot 147, Cedar Meadows, Lubbock County, Texas, 7707 Avenue J.

5. 10. **Ordinance 1st Reading - Right-of-Way:** Ordinance No. 2014-O0063 abandoning and closing a drainage easement located in Section 38, Block AK, Lubbock County, Texas, Milwaukee and 43rd Street.

5. 11. **Resolution - Right-of-Way:** Resolution No. 2014-R0152 authorizing the City Council to accept on behalf of the City an easement from Kui Young Chen, Chen Sonia Fong and Carmen Fu-Yu, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 33, Block JS, Lubbock County, Texas.

5. 12. **Resolution - Community Development:** Resolution No. 2014-R0157 approving the Community Development and Services Board (CDSB) recommendations for the reallocation of unspent FY 2012-13 Federal funds from the Community Development Block Grant (CDBG).

Bill Howerton, Community Development Director/Citibus Liaison, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Resolution No. 2014-R0157.

Vote: 7 - 0 Motion carried

5. 13. **Resolution - Community Development:** Resolution No. 2014-R0158 authorizing and directing the Mayor to execute for and on behalf of the City a Community Development Funding contract 11858 and all related documents between the City and Fiestas Del Llano from the FY 2012-13 Reallocation Funds for the culture center renovation.

Bill Howerton, Community Development Director/Citibus Liaison, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Resolution No. 2014-R0158.

Vote: 7 - 0 Motion carried

5. 14. **Resolution - Community Development:** Resolution No. 2014-R0159 authorizing and directing the Mayor to execute for and on behalf of the City a Community Development Funding contract 11859 and all related documents between the City and Roots Historical Arts Council from the FY 2012-13 Reallocation Funds for the East Lubbock Gateway.

Bill Howerton, Community Development Director/Citibus Liaison, gave comments and answered questions from Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Ordinance No. 2014-O0159.

Vote: 7 - 0 Motion carried

5. 15. **Resolution - Transit:** Resolution No. 2014-R0160 Resolution authorizing the Mayor to execute contract 11692 with Henthorn Commercial Construction for renovations to Citibus Depot Facilities, RFP 14-11692-DG.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0160.

Vote: 6 - 0 Motion carried

Other: Council Member Todd R. Klein (RECUSE)

5. 16. **Resolution - Solid Waste:** Resolution No. 2014-R0153 authorizing the Mayor to execute contract 11768 with Caprock Waste for renovation, refurbishment and repair of metal side-loading refuse dumpsters, and repair and modification of roll-offs and dumpsters used in the City Drop-off Recycling Stations, ITB 14-11768-DG.

5. 17. **Resolution - Fleet Services:** Resolution No. 2014-R0161 authorizing the Mayor to execute purchase order contract 31018899 with Scoggin-Dickey Chevrolet-Buick for a Cutaway Van and SUVs, ITB 14-11758-DT.

Leslie Cox, Director of Fleet Operations, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Resolution No. 2014-R0161.

Vote: 7 - 0 Motion carried

5. 18. **Resolution - Fleet Services:** Resolution No.'s 2014-R0162, 2014-R0163, 2014-R0164, and 2014-R0165 authorizing the Mayor to execute purchase order contract 31018900 with Lubbock Truck Sales; purchase order contract 31018905 with Associated Supply Company, Inc.; purchase order contract 31018901 with Cisco Equipment; and purchase order contract 31018902 with Warren CAT for the purchase of Group 7 Heavy Duty Equipment, ITB 14-11787-DT.

Leslie Cox, Director of Fleet Operations, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve Resolution No.'s 2014-R0162, 2014-R0163, 2014-R0164, and 2014-R0165.

Vote: 7 - 0 Motion carried

5. 19. **Resolution - Aviation:** Resolution No. 2014-R0154 authorizing the Mayor to execute contract 11864 a lease agreement between the City of Lubbock and Ports-to-Plains Trade Corridor Coalition for office space at Lubbock Preston Smith International Airport.

5. 20. **Resolution - Economic Development:** Resolution No. 2014-R0166 approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Kiromic LLC, for economic development purposes.

John Osborne, Chief Executive Officer for Lubbock Economic Development Alliance, gave comments and answered questions from City Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2014-R0166.

Vote: 7 - 0 Motion carried

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0065, Zone Case 3047-K, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 to Garden Office (GO) on 3.937 acres of unplatted land out of Block E-2, Section 23, north of 122nd Street and east of Slide Road, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:37 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:37 p.m.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0065.

Vote: 7 - 0 Motion carried

6. 2. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0066, Zone Case 3047-L, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes and reduced setbacks on 1.187 acres of unplatted land out of Block E-2, Section 23, south of 114th Street and east of Vicksburg Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:38 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:38 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0066.

Vote: 7 - 0 Motion carried

6. 3. **Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3089-D, a request of Jeff Braselton for a zoning change from Apartment Medical (AM) to C-3 on 0.884 acres of unplatted land out of Block AK, Section 21, 10202 Frankford Avenue, and consider an ordinance.

This item was postponed to the May 8, 2014 Regular City Council Meeting.

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

Mayor Robertson opened the public hearing at 7:39 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:39 p.m.

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to postpone this item to the May 8, 2014 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6. 4. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0067, Zone Case 2789-A, a request of Marie Hanza, for Lubbock Habitat for Humanity, for a zoning change to amend the conditions of Ordinance 9968 to allow outside storage behind a screening fence on Lots 16 through 18, Block 8, Jim Robinson Addition, 2910 Avenue N and 1506 29th Place, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:51 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:51 p.m.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0067.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (AWAY)

6. 5. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0068, Zone Case 2278-C, a request of James Dirks, for W. W. Butler Jr. Trust No. 1, for a zoning change from C-2 to C-4 limited to a public kennel and all unconditionally permitted C-2 uses on a portion of Lot 1, Butler, 98th & Slide Addition, 5214 98th Street, Suite 101, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:52 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:52 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0068.

Vote: 6 - 0 Motion carried

Other: Mayor Pro Tem Karen Gibson (AWAY)

6. 6. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0069, Zone Case 2871-B, a request of Hugo Reed and Associates, Inc., for Dan Day, for a zoning change from A-2, C-3, and R-2 Specific Use to C-3 and R-1 Specific Use for reduced setbacks on 33.8 acres of unplatted land out of Block AK, Section 28, northeast corner of Milwaukee Avenue and 98th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 7:53 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:53 p.m.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0069.

Vote: 7 - 0 Motion carried

6. 7. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0070, Zone Case 2871-C, a request of Hugo Reed and Associates, Inc., for Dan Day, for a zoning change from R-1 Specific Use to R-2 Specific Use for reduced setbacks on 3.2 acres of unplatted land out of Block AK, Section 28, Iola Avenue, north of 98th Street, and consider an ordinance.

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

Mayor Robertson opened the public hearing at 7:54 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 7:54 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0070.

Vote: 7 - 0 Motion carried

6. 8. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0071, Zone Case 3096-B, a request of Hugo Reed and Associates, Inc., for Abbey Glen Partners, LLC, for a zoning change from R-1 Specific Use, Garden Office (GO), and C-3 to R-1 Specific Use for reduced setbacks, R-1 Specific Use for GO, and A-2 on 124 acres of unplatted land out of Block E-2, Section 25, north of 114th Street and west of Slide Road, and consider an ordinance.

Terry Holeman, Director of Development Services for Hugo Reed & Associates, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 7:57 p.m.

Myrtle McDonald appeared to speak in opposition.

Terry Holeman, Director of Development Services for Hugo Reed & Associates, appeared to speak in favor.

Mayor Robertson closed the public hearing at 8:05 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0071.

Vote: 6 - 1 Motion carried

NAY: Council Member Latrelle Joy

6. 9. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0072, Zone Case 3072-B, a request of Martin Shrader, for Solon Management Strategies, for a zoning change from C-2A to C-3 on the north 152 feet of the east 96 feet of Tract 2 and the north 130.33 feet of Tract 3, 9812 Slide Road, and consider an ordinance.

Mayor Robertson opened the public hearing at 8:09 p.m.

No one apeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:09 p.m.

Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0072.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (AWAY)

6. 10. Dedicated Public Comment for Item 6.11.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to waive the City Council rules and extend the time limit to five (5) minutes. Approved by unanimous consent of the Council.

- Lane McLanahan, John Spence, Rosanna Thiel, Patrick Kelly, and Craig Weir appeared to speak in favor of item 6.11 (Zone Case 2824-A for Love's Travel Stops & Country Stores).
- Linda Gillespie, David Miller, Randy Andrews, Steve Siege, and Randy Ward appeared to speak in opposition of item 6.11 (Zone Case 2824-A for Love's Travel Stops & Country Stores).
- Tim Lust, Chief Executive Officer at National Sorghum Producers, appeared to speak neither in favor or opposition but to express concerns for item 6.11 (Zone Case 2824-A for Loves Travel Stops & Country Stores).

6. 11. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0050, Zone Case 2824-A, a request of Hugo Reed and Associates, Inc., for Love's Travel Stops & Country Stores, for a zoning change from R-1 to Interstate Highway Industrial (IHI) on 16.6 acres of unplatted land out of Block A, Section 9, west of Interstate 27 and south of Regis Street.

Terry Holeman, Director of Development Services for Hugo Reed & Associates; and Rick Sheffield, Director of Real Estate and Development for Loves Travel Stops & Country Stores, gave comments and answered questions from City Council.

The following question was divided.

1. Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0050 as applicable to the "Zone Case No. 2824-A; A zoning change from R-1 to IHI specific use for a truck stop, on 12.5 acres of unplatted land out of Block A, Section 9, Lubbock, Texas;" and with the following conditions:

1. THAT the case is tied to the proposed site plan with the ability for staff to approve minor changes;
2. THAT an 8' masonry fence and trees shall be placed along the south boundary;
3. THAT an 8' steel post and wood fence and trees shall be placed along the west boundary up to the rear side of the adjacent commercial lot;
4. THAT all lighting on the property shall be down-facing and shielded to prevent any bleeding of light beyond the property lines;
5. THAT signage shall be provided and installed along the frontage road and residential streets prohibiting truck parking;
6. THAT all provisions of the City of Lubbock sign ordinance shall be complied with;
7. THAT a retention basin shall be placed along the south boundary, as set forth in the site plan.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to amend motion No. 1, Condition No. 6 to read as follows:

• THAT two signs shall be allowed: one to be 35 feet and one to be 20 feet and that all provisions of the City of Lubbock sign ordinance shall be complied with.

Vote: 4 - 3 Motion carried
NAY: Mayor Glen C. Robertson
Council Member Victor Hernandez
Council Member Todd R. Klein

Vote (Main Motion as amended): 6 - 1 Motion carried
NAY: Mayor Glen Robertson

2. Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0050 as applicable to the "zone change from R-1 to IHC on 4.1 acres of unplatted land out of Block A, Section 9, Lubbock, Texas," and subject to the following conditions:

• THAT all IHC uses shall be allowed except the following which shall not be allowed:
  o Game room, pool, billiard, and/or domino parlor;
  o Nightclub, bar or lounge;
  o Secondhand goods store or pawnshop.

Vote: 0 - 7 Motion failed
NAY: 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

6. 12. **Ordinance 2nd Reading - Mayor Pro Tem Karen Gibson:** Ordinance No. 2014-O0055 amending Chapter 14 of the City of Lubbock Code of Ordinances with regard to Section 14.01.010 (Sale, public display for sale, attempted sale, gift, barter, delivery, possession, or use of illicit synthetic drugs and misbranded drugs.) to include new chemical structures found in illicit synthetic drug products, conforming the ordinance to state law, providing for publication, providing a penalty, and providing a savings clause.

Mayor Pro Tem Karen Gibson gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0055.

Vote: 6 - 1 Motion carried

NAY: Mayor Glen C. Robertson

6. 13. **Resolution - Councilman Todd Klein:** Consider a resolution establishing and charging a Citizens Task Force to Study Payday Lending, and making recommendations to State of Texas officials to mitigate predatory lending in Texas.

This item was postponed to the May 8, 2014 Regular City Council Meeting.

Mitch Satterwhite, Interim City Attorney, gave comments and answered questions from City Council.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to postone this item to the May 8, 2014 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6. 14. **Budget Amendment 1st Reading - Councilman Todd Klein:** Consider Budget Ordinance Amendment 23 amending the FY 2013-14 budget for municipal purposes respecting position control by adding one position to the Risk Management Fund and amending expenditures in the Self Insurance Risk Administration Cost Center.

This item failed.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve this item.

Vote: 2 - 5 Failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Jim Gerlt
Council Member Latrelle Joy
Council Member Floyd Price

6. 15. **Board Appointments - City Secretary:** Consider one appointment to the Animal Services Advisory Board, one appointment to the Board of Health, one appointment to the Community Development & Services Board, two appointments to the Junked Vehicle Compliance Board, two appointments to the Keep Lubbock Beautiful Advisory Committee, three appointments to the Lake Alan Henry Board of Appeals, four appointments to the Park & Recreation Board, one appointment to the Public Transit Advisory Board, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, four appointments to the Water Board of Appeals, and one appointment to the Zoning Board of Adjustment.

Animal Services Advisory Board: Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to appoint Melanie Tatum to replace Kathy Crouch.

Vote: 7 - 0 Motion carried

Board of Health: Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to reappoint Dr. Donald May.

Vote: 7 - 0 Motion carried

Community Development & Services Board: Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to appoint Catherine Pope to replace David Kelly.

Vote: 7 - 0 Motion carried

Junked Vehicle Compliance Board: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to appoint Kurt Metcalf to replace Jimmy Cantrell and appoint Rebecca Laurent to replace Melissa Teinert.

Vote: 7 - 0 Motion carried

Keep Lubbock Beautiful Advisory Committee: Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to appoint Aundi Duke to replace Jim Gatteys and appoint J.Q. Warnick to replace Alice Lozada.

Vote: 7 - 0 Motion carried

Lake Alan Henry Board of Appeals: Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Gibson to appoint Tim Oliver to replace Melanie Barnes, and reappoint Ronald Moose and Nolan Riley.

Vote: 7 - 0 Motion carried

Park and Recreation Board: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to appoint Ann Horkey to replace Alex McAdoo and reappoint John Cervantez, Karen Pitcock, and Susan Tomlison.

Vote: 7 - 0 Motion carried

Public Transit Advisory Board: Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt, to appoint Pamela Brink to replace Cindy Finley.

Vote: 7 - 0 Motion carried

Urban Renewal & Neighborhood Redevelopment Commission: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to appoint Bryce Bowley to replace Sheri Nugent.

Vote: 7 - 0 Motion carried

Water Board of Appeals: Motion by Council Member Jim Gerlt, seconded by Mayor Pro Tem Karen Gibson to appoint Jason Hodges to replace Tim Oliver and reappoint William Bason, Sidney Friend, and Harvey McLarty.

Vote: 7 - 0 Motion carried

Zoning Board of Adjustment: Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to appoint Margarita Olivarez to the vacant position.

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 by the North and East Lubbock Community Development Corporation.

Quincy White, North and East Lubbock Community Development Corporation Board Chair; Thomas Harris, North and East Lubbock Community Development Corporation Executive Director; Gary Lawrence, Former Chair of the North and East Lubbock Commission; and David Langston, North and East Lubbock Community Development Corporation Board Member, gave a presentation over the North and East Lubbock Community Development Corporation and answered questions from City Council.

7. 2. Update and presentation by Cory Session and Council member Todd Klein regarding the Timothy Cole memorial statue.

Council Member Todd R. Klein and Cory Session gave an update regarding the Timothy Cole memorial statue.

8. Open Citizen Comment

- Dora Cortez appeared before City Council to discuss the North and East Lubbock Community Development Corporation (NELCDC) and mineral interests related to the NELCDC.
- Debbie Bartholomew appeared before City Council to discuss the Grand Jury and the District Attorney's Office.

12:30 A.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
April 29, 2014
8:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 29th of April, 2014, at 8:00, Lubbock, Texas at 8:00 a.m.

8:05 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

1. Executive Session

The meeting was called into a closed session at 8:05 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 11:35 a.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters, including but not limited to conducting interviews with prospective City Attorney candidates.

1. 1. 1. City Attorney

10:58 A.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
April 30, 2014
8:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 30th of April, 2014, in City Council Chambers, 1625 13th Street, Lubbock, Texas at 8:00 a.m.

8:00 A.M. CITY COUNCIL CONVENED
City COuncil Chambers, 1625 13th Street, Lubbock, Texas

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

1. Executive Session

The meeting was called into a closed session at 8:00 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 11:32 a.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters, including but not limited to conducting interviews with prospective City Attorney candidates.

1. 1. 1. City Attorney

2. Regular Session

2. 1. Consider and take action on the appointment of a City Attorney, including but not limited to authorizing the Mayor to execute any instruments related to said appointment.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Latrelle Joy naming Chad Weaver as a sole finalist for the position of City Attorney, with the expectation that certain related paperwork be presented to the Council at it's next Regular Meeting to consider in connection with the appointment.

Vote: 7 - 0 Motion carried

Chad Weaver, Assistant City Attorney, gave comments and thanked the Council for the appointment.

11:35 A.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
TEXAS

Regular City Council Meeting **6. 1.**

Meeting Date: 05/22/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-O0073 Amendment 22 respecting the Capital Program to amend Capital Improvement Project (CIP) fund 90095, North University Enhancement Project; providing for filing; and providing for a savings clause.

Item Summary

On May 8, 2014, the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 90095, North University Enhancement Project, by increasing the appropriation by $478,278, from $1,250,000 to $1,728,278. The additional appropriation is funding from the Texas Department of Transportation.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Finance

Attachments

Ordinance - Budget Amendment 22

Detail Sheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) FUND 90095, NORTH UNIVERSITY ENHANCEMENT PROJECT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #22) for municipal purposes, as follows:

I. Amend Capital Improvement Project 90095, North University Enhancement Project, by increasing the appropriation by $478,278, from $1,250,000 to $1,728,278. The additional appropriation is funding from the 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

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend22.ord
April 24, 2014

Capital Project
Project Cost Detail
Budget Amendments
March 24, 2014

Capital Project Number:	90095
Capital Project Name:	North University Enhancement Grant

Current Project Appropriation Amount	$ 1,250,000
Proposed Amendment	478,278
Total Proposed Appropriation	$ 1,728,278

Regular City Council Meeting **6. 2.**

Meeting Date: 05/22/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-O0074 Amendment 26 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) grant; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Selective Traffic Enforcement Program (STEP) Click-It or Ticket grant; providing for filing; and providing for a savings clause.

Item Summary

On May 8, 2014, the City Council approved the first reading of the ordinance.

I. Accept and appropriate $206,450 from the TDHCA for the CEAP grant. The grant will fund programs to assist low-income persons and families with energy assistance, and energy efficiency. This is accomplished by funding both sub-recipient programs and City programs that address this issue.

II. Accept and appropriate $9,984 from TxDOT for the STEP Click-It or Ticket grant. The grant will fund overtime pay for police officers as part of the Click-It or Ticket campaign to enforce seat belt and child-restraint laws.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ordinance 26

Grant Detail Sheet - CEAP 2

Grant Detail Sheet - Click It or Ticket

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) GRANT; ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) CLICK-IT OR TICKET GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #26) for municipal purposes, as follows:

I. Accept and appropriate $206,450 from TDHCA for the CEAP grant.

II. Accept and appropriate $9,984 from TxDOT for the STEP Click-It or Ticket grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on_____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend26.ord
April 25, 2014

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
May 8, 2014

Administrative Information:

Grant Number:

Grant Name: Comprehensive Energy Assistance Program
Grant Effective Date: 4/1/2014-09/30/2014
Grant Provider/Agency: Texas Department of Housing and Community Affairs

Personnel Information:

# of full-time positions funded w/grant 1

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
CD Contract Coordinator	56,729	25,270	2,001	79,998	-
	$ 56,729	25,270	2,001	79,998	-

Budget Information:

Grant Appropriation Detail	**Cost**
Salaries	$ 1,300
Benefits	701
Travel	-
ComDev Household Crisis H/C	-
Lutheran Social Services	
Household Crisis Utility Assistance	-
Utility Assistance Component	178,063
Admin & Program Services Cost	26,386
Total Appropriation	$ 206,450

City of Lubbock, TX
FY 2014 Budget
Grant Funds-Texas Department of Housing and Community Affairs

Accept and appropriate grant from Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program (CEAP) an energy assistance program.

Funding will be received in the amount of $206,450. The grant will fund programs to assist low-income persons and families with energy assistance, and energy efficiency. This is accomplished by funding both sub-recipient programs, and city programs that address this issue. The grant pays for both programmatic and administration of the funds. Period of performance is April 1, 2014, through September 30, 2014.

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
May 8, 2014

Administrative Information

City Assigned Grant Number	86068
Grant Name	STEP Click-It or Ticket 2014
Grant Effective Date	04/29/14 - 06/07/14
Grant Provider/Agency	Texas Department of Transportation
Grant Award Amount	$ 9,984
Amount City Grant Match	-

Budget Information

Grant Appropriation Detail	**Cost**
Overtime	$ 9,984
Total Appropriation	$ 9,984

Regular City Council Meeting **6. 2. 1.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 11889 and all related documents with Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program to fund utility assistance programs to low-income families and individuals.

Item Summary

This resolution is for a grant that funds utility assistance to low-income persons and to install portable air conditioning or heating and for the repair of existing heating or cooling units.

Components of the program consist of Utility Assistance and Household Crisis.

The source for this contract is a pass through grant from Texas Department of Housing and Community Affairs (TDHCA), in the amount of $206,450.

The contract is an electronic signature contract. The period for performance of this contract is April 1, 2014, through September 30, 2014.

Fiscal Impact

The funds used are State funds from the Comprehensive Energy Assistance Program. The maximum to be allocated to this grant is $206,450.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager

Attachments

Resolution & Contract - CEAP

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program, and all 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 this _____day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

Res.CDBG-TDHC-Comprehensive Energy Assist Prog.14
4.29.14

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
CONTRACT NO. **58130001950** FOR THE
FY 2014 COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

SECTION 1. PARTIES TO THE CONTRACT

This Comprehensive Energy Assistance Program Contract No. **58130001950** (the "Contract") is made by and between the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas (the "Department"), and **City of Lubbock**, a political subdivision of the State of Texas (the "Subrecipient"), hereinafter the "Parties".

SECTION 2. CONTRACT TERM

This Contract shall commence on **April 01, 2014**, and, unless earlier terminated, shall end on **September 30, 2014** (herein the "Contract Term").

SECTION 3. SUBRECIPIENT PERFORMANCE

Subrecipient shall, on an equitable basis throughout its service area, operate a Comprehensive Energy Assistance Program, (hereinafter the "CEAP"), in accordance with the Economic Opportunity Act of 1964 (Public Law 88-452), the Low-Income Home Energy Assistance Act of 1981 as amended (42 U.S.C. Sec. 8621 et seq.) (Title XXVI of the Omnibus Budget Reconciliation Act of 1981, Public Law 97-35, as amended) (hereinafter the "LIHEAP Act"), Chapter 2306 of the Texas Government Code (hereinafter the "State Act"), the implementing State regulations under Title 10, Part 1, Chapter 1 and Chapter 5, Subchapters A and D of the Texas Administrative Code, as amended or supplemented from time to time (hereinafter the "State Rules"), the LIHEAP State Plan, Subrecipient's Service Delivery Plan as defined in the State Rules, the Department's guidance related to CEAP, all applicable state and federal regulations and the terms of this Contract. Subrecipient shall assist Low-Income Households as defined in the State Rules with priority being given in no particular order to Elderly Persons as defined in the State Rules, Persons with Disabilities as defined in the State Rules, Households with a young child 5 years of age or under, Households with High Energy Burden as defined in the State Rules and Households with High Energy Consumption as defined in the State Rules. Subrecipient shall implement the CEAP in accordance with the Certifications attached hereto as Exhibit A, the Budget attached hereto as Exhibit B, the Personal Responsibility and Work Opportunity Act of 1996 ("PRWORA") Requirements for the CEAP attached hereto as Exhibit C, , and all such Exhibits incorporated herein for all relevant purposes; the assurances, certifications, and all other statements made by Subrecipient in its application funding under this Contract; and with all other terms, provisions, and requirements herein set forth.

SECTION 4. DEPARTMENT OBLIGATIONS

A. In consideration of Subrecipient's satisfactory performance of this Contract, Department shall reimburse Subrecipient for the actual allowable costs for administrative expenditures and Program Services as defined in the State Rules, incurred by Subrecipient during the Contract Term and for the actual allowable costs for direct services incurred by Subrecipient, in the amount specified in Exhibit B, Budget, of this Contract.

B. Any decision to obligate additional funds or deobligate funds shall be made in writing by Department in its sole discretion based upon factors including, but not limited to, the status of funding under grants to Department, the rate of Subrecipient's utilization of funds under this or previous contracts, the existence of questioned or disallowed costs under this or other contracts between the Parties, and Subrecipient's overall compliance with the terms of this Contract.

C. Department's obligations under this Contract are contingent upon the actual receipt of funds from the U.S. Department of Health and Human Services. If sufficient funds are not available to make payments under this Contract, Department shall notify Subrecipient in writing within a reasonable time after such fact is determined. Department shall then terminate this Contract and will not be liable for the failure to make any payment to Subrecipient under this Contract. Department acknowledges that it has received obligations from those sources which, if paid, will be sufficient to pay the allowable costs incurred by Subrecipient under this Contract.

D. Department is not liable for any cost incurred by Subrecipient which:

1. is subject to reimbursement by a source other than Department;

2. is for performance of services or activities not authorized by the LIHEAP Act, or which is not in accordance with the terms of this Contract;

3. is not incurred during the Contract Term;

4. is not reported to Department on a monthly expenditure or performance report within forty five (45) days following the end of the Contract Term; or

5. is incurred for the purchase or permanent improvement of real property

E. Subrecipient shall refund, within fifteen (15) days of the Department's request, any sum of money paid to Subrecipient which Department determines has resulted in an overpayment or has not been spent in accordance with the terms of this Contract.

F. Notwithstanding any other provision of this Contract, the total of all payments and other obligations incurred by Department under this Contract shall not exceed the sum of **$206,450.00.**

SECTION 5. METHOD OF PAYMENT/CASH BALANCES

A. Each month, Subrecipient may request an advance payment of CEAP funds under this Contract. As per the Uniform Grant Management Standards, 34 TAC §20.421 et seq (herein "UGMS"), Subrecipient's requests for advances shall be limited to the amount needed and be timed to be in accordance with actual immediate cash requirements of the Subrecipient in carrying out the purpose of this Contract.

B. Subrecipient shall establish procedures to minimize the time elapsing between the disbursement of funds from Department to Subrecipient and the expenditure of such funds by Subrecipient.

C. Subrecipient must request an advance payment by submitting a properly completed monthly expenditure report to the Department through the electronic reporting system no later than the fifteenth (15th) day of the month prior to the month for which advance payment is sought.

D. Subsection 4(A) notwithstanding, Department reserves the right to utilize a modified cost reimbursement method of payment, whereby reimbursement of costs incurred by a Subrecipient is made only after the Department has reviewed and approved backup documentation provided by the Subrecipient to support such costs for all funds if (1) Subrecipient maintains excessive cash balances or requests advance payments in excess of thirty (30) days need; (2) Department identifies any deficiency in the internal controls or financial management system used by Subrecipient; (3) Subrecipient violates any of the terms of this Contract; (4) Department's funding sources require the use of a cost reimbursement method of payment or (5) Subrecipient owes the Department funds.

E. Department may offset or withhold any amounts otherwise owed to Subrecipient under this Contract against any amount owed by Subrecipient to Department arising under this Contract.

F. All funds paid to Subrecipient under this Contract are paid in trust for the exclusive benefit of the eligible clients of the CEAP and for allowable administrative expenditures and Program Services costs incurred during the Contract Term.

SECTION 6. COST PRINCIPLES AND ADMINISTRATIVE REQUIREMENTS

A. Except as expressly modified by law or the terms of this Contract, Subrecipient shall comply with the cost principles and uniform administrative requirements set forth in the UGMS. All references therein to "local government" shall be construed to mean Subrecipient.

B. Uniform cost principles for political subdivisions are set forth in OMB Circular A-87 as implemented by 2 C.F.R. Part 225. Uniform administrative requirements for political subdivisions are set forth in OMB Circular A-102. OMB Circular A-133 "Audits of States, Local Governments, and Non-Profit Organizations," sets forth audit standards for governmental organizations and other organizations expending Federal funds. The expenditure threshold requiring an audit under Circular A-133 is $500,000.

C. Notwithstanding any other provision of this Contract, Department shall only be liable to Subrecipient for costs incurred or performances rendered for activities specified in the LIHEAP Act.

D. Subrecipient may incur costs for activities associated with the closeout of the CEAP Contract for a period not to exceed forty five (45) days from the end of the Contract Term defined in Section 2 of this Contract.

SECTION 7. TERMINATION AND SUSPENSION

A. Pursuant to §5.17 of the State Rules, Department may terminate this Contract, in whole or in part, at any time Department determines that there is cause for termination. Cause for termination includes, but is not limited to, Subrecipient's failure to comply with any term of this Contract or reasonable belief that Subrecipient cannot or will not comply with the requirements of the Contract. If the Department determines that a Subrecipient has failed to comply with the terms of the Contract, or has failed to provide services that meet appropriate standards, goals, or other requirements established by the Department, Department will notify Subrecipient of the deficiencies to be corrected and require the deficiencies be corrected prior to implementing termination.

B. Subrecipient's failure to expend the funds provided under this Contract in a timely manner may result in either the termination of this Contract or Subrecipient's ineligibility to receive additional funding under CEAP, or a reduction in the original allocation of funds to Subrecipient.

C. Nothing in this Section shall be construed to limit Department's authority to withhold payment and immediately suspend this Contract if Department identifies possible instances of fraud, abuse, waste, fiscal mismanagement, or other deficiencies in Subrecipient's performance including but not limited to, Subrecipient's failure to correct any monitoring findings on this or any state contract or on a single audit review. Suspension shall be a temporary measure pending either corrective action by Subrecipient or a decision by Department to terminate this Contract.

D. Notwithstanding any exercise by Department of its right of termination or suspension, Subrecipient shall not be relieved of any liability to Department for damages by virtue of any breach of this contract by Subrecipient. Department may withhold any payment due to Subrecipient until such time as the exact amount of damages due to Department is agreed upon or is otherwise determined in writing between Parties.

E. Department shall not be liable for any costs incurred by Subrecipient after termination or during suspension of this Contract.

SECTION 8. ALLOWABLE EXPENDITURES

A. The allowability of Subrecipient's costs incurred in the performance of this Contract shall be determined in accordance with the provisions of Section 4 and the regulations set forth in the LIHEAP Act and the State Rules, subject to the limitations and exceptions set forth in this Section.

B. CEAP funds allow up to 6.25% of the award amount to be utilized for administrative costs. Administrative costs incurred by Subrecipient in performing this Contract are to be based on actual programmatic expenditures and shall be allowed up to the amount outlined in Exhibit B of this Contract. Eligible administrative costs include costs related to staff performance of management, accounting and reporting activities.

C. Administrative and Program Services funds as defined under and in accordance with the State Rules are earned through provision of direct services to clients. Subrecipient may choose to submit a final budget revision no later than forty five (45) days prior to the end of the Contract Term to use its administrative and Program Services funds for direct service categories; however, Subrecipient is still required to perform Program Services.

SECTION 9. RECORD KEEPING REQUIREMENTS

A. Subrecipient shall maintain fiscal and programmatic records and supporting documentation for all expenditures of funds made under this Contract in accordance with the UGMS, Section III, Common Rule: State Uniform Administrative Requirements for Grants and Cooperative Agreements, Subpart C -Post Award Requirements, _.42.

B. Subrecipient acknowledges that all information collected, assembled, or maintained by Subrecipient pertaining to this Contract, except records made confidential by law, is subject to the Texas Public Information Act (Chapter 552 of Texas Government Code) and must provide citizens, public agencies, and other interested parties with reasonable access to all records pertaining to this Contract subject to and in accordance with the Texas Public Information Act.

C. Subrecipient shall give the U.S. Department of Health and Human Services, the U.S. General Accounting Office, the Texas Comptroller, the State Auditor's Office, and Department, or any of their duly authorized representatives, access to and the right to examine and copy, on or off the premises of Subrecipient, all records pertaining to this Contract. Such right to access shall continue as long as the records are retained by Subrecipient. Subrecipient agrees to maintain such records in an accessible location for the greater of: (i) four (4) years; (ii) if notified by the Department in writing, the date that the final audit is accepted with all audit issues resolved to the Department's satisfaction; (iii) if any litigation claim, negotiation, inspection, or other action has started before the expiration of the required retention period records must be retained until completion of the action and resolution of all issues which arise under it; (iv) a date consistent with any other period required by federal or state law or regulation. Subrecipient agrees to cooperate with any examination conducted pursuant to this Subsection. Upon termination of this Contract, all records are property of the Department.

D. Subrecipient shall maintain a client file system to document direct services rendered. Each client file shall contain the following:

(1) Client application containing all Department requirements;

(2) Documentation/verification of client income for the thirty (30) days preceding their application for all household members eighteen (18) years and older, or Declaration of Income Statement (DIS) (if applicable). In order to use the DIS form, each subrecipient shall develop and implement a written policy and procedure on the use of the form, including policies requiring a client statement of efforts to obtain documentation of income with a notarized client signature; as outlined in § 5.407(e) of the State Rules.

(3) Copy of client's utility bill(s);

(4) Energy consumption history for previous twelve (12) months (all fuel types) (not applicable for Household Crisis);

(5) Documentation of payment (Documentation of payment may be maintained in a separate file, but must be accessible to the Department.).

(6) Documentation of benefits determination;

(7) Notice of Denial Form (if applicable);

(8) Right of appeal and procedures for denial or termination of services (if applicable);

(9) Any documentation required by directives;

(10) Priority rating form; and

(11) Case notes sufficient to document that Program Service activity has occurred.

E. Subrecipient shall maintain complete client files at all times. Costs associated with incomplete files found at the time of program monitoring may be disallowed.

SECTION 10. REPORTING REQUIREMENTS

A. Subrecipient shall electronically submit to Department, no later than fifteen (15) days after the end of each month of the Contract Term, a Funding Report of all expenditures of funds and clients served under this Contract during the previous month. **These reports are due even if Subrecipient has no new activity to report during the month.**

B. Subrecipient shall submit to Department, no later than forty five (45) days after the end of the Contract Term, an inventory of all vehicles, tools, and equipment with a unit acquisition cost of $5,000 and /or a useful life of more than one year, if purchased in whole or in part with funds received under this Contract or previous CEAP contracts. The inventory shall include the vehicles, tools, equipment, and appliances purchased with Energy Crisis funds on hand as of the last day of the Contract Term. Subrecipient acknowledges that all equipment and supplies purchased with funds from the CEAP are the property of CEAP and as such, stay with the subrecipient which provides CEAP services in the service area.

C. Subrecipient shall electronically submit to Department, no later than forty five (45) days after the end of the Contract Term, a final report of all expenditures of funds and clients served under this Contract. Failure of Subrecipient to provide a full accounting of funds expended under this Contract may result in the termination of this Contract and ineligibility to receive additional funds. If Subrecipient fails to submit a final expenditure/performance report within 45 days of the end of the Contract Term, Department will use the last report submitted by Subrecipient as the final report.

D. If Subrecipient fails to submit, in a timely and satisfactory manner, any report or response required by this Contract, Department may withhold any or all payments otherwise due or requested by Subrecipient hereunder. Payments may be withheld until such time as the delinquent report or response is received by Department. If the delinquent report or response is not received within forty-five (45) days of its due date, Department may suspend or terminate this Contract. If Subrecipient receives funds from Department over two or more Contract Terms, funds may be withheld or this Contract suspended or terminated for Subrecipient's failure to submit a past due report or response (including an audit report) from a prior contract or Contract Term.

E. Subrecipient shall provide the Department with a Data Universal Numbering System (DUNS) number and a Central Contractor Registration (CCR) System number. The DUNS number must be provided in a document from Dun and Bradstreet and the current CCR number must be submitted from a document retrieved from the https://www.sam.gov website. These documents must be provided to the Department prior to the processing first payment to Subrecipient. Subrecipient shall maintain a current DUNS number and CCR number for the entire Contract Term.

SECTION 11. VENDOR AGREEMENTS

For each of Subrecipient's vendors, Subrecipient shall implement and maintain a vendor agreement that contains assurances relating to fair billing practices, delivery procedures, and pricing procedures for business transactions involving CEAP clients. All vendor agreements are subject to monitoring procedures performed by TDHCA. All vendor agreements must be renegotiated every two years.

SECTION 12. CHANGES AND AMENDMENTS

A. Any change, addition or deletion to the terms of this Contract required by a change in federal or state law or regulation is automatically incorporated herein and is effective on the date designated by such law or regulation.

B. Except as specifically provided otherwise in this Contract, any changes, additions, or deletions to the terms of this Contract shall be in writing and executed by both Parties to this Contract. If any Party returns an executed copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission, to be its original signature.

C. Written requests for Contract amendment must be received by the Department by no later than forty-five (45) days prior to the end of the Contract Term.

SECTION 13. PROGRAM INCOME

Subrecipient shall account for and expend program income derived from activities financed in whole or in part with funds provided under this Contract in accordance with the UGMS, Common Rule, §_.25 and OMB Circular A-102, Attachment, 2e.

SECTION 14. TECHNICAL ASSISTANCE AND MONITORING

Department may issue technical guidance to explain the rules and provide directions on terms of this Contract. Department or its designee may conduct on and off-site monitoring and evaluation of Subrecipient's compliance with the terms of this Contract. Department's monitoring may include a review of the efficiency, economy, and efficacy of Subrecipient's performance. Department will notify Subrecipient in writing of any deficiencies noted during such monitoring. Department may provide training and technical assistance to Subrecipient in correcting the deficiencies noted. Department may require corrective action to remedy deficiencies noted in Subrecipient's accounting, personnel, procurement, and management procedures and systems in order to comply with State or Federal requirements. Department may conduct follow-up visits to review the previously noted deficiencies and to assess the Subrecipient's efforts made to correct them. Repeated deficiencies may result in disallowed costs. Department may terminate or suspend this Contract or invoke other remedies Department determines to be appropriate in the event monitoring reveals material deficiencies in Subrecipient's performance, or Subrecipient fails to correct any deficiency within a reasonable period of time, as determined by the Department. Department or its designee may conduct an ongoing program evaluation throughout the Contract Term.

SECTION 15. INDEPENDENT SUBRECIPIENT

It is agreed that Department is contracting with Subrecipient as an independent contractor. Subrecipient agrees to indemnify Department against any disallowed costs or other claims which may be asserted by any third party in connection with the services to be performed by Subrecipient under this Contract.

SECTION 16. PROCUREMENT STANDARDS

A. For making procurements under this contract, Subrecipient shall comply with 45 C.F.R. Part 92, OMB Circular A-102, 10 T.A.C. §5.10, and all applicable federal, state, and local laws, regulations, and ordinances.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 17. SUBCONTRACTS

A. Subrecipient may not subcontract the primary performance of this Contract, including but not limited to expenditure and performance reporting and drawing funds through the Community Affairs Contract System, and only may enter into properly procured contractual agreements for consulting and other professional services, if Subrecipient has received Department's prior written approval. Subrecipient may subcontract for the delivery of client assistance without obtaining Department's prior approval. Any subcontract for the delivery of client assistance will be subject to monitoring by the Department as per Section 14.

B. In no event shall any provision of this Section 17, specifically the requirement that Subrecipient obtain Department's prior written approval of a subcontractor, be construed as relieving Subrecipient of the responsibility for ensuring that the performances rendered under all subcontracts are rendered so as to comply with all of the terms of this Contract, as if such performances rendered were rendered by Subrecipient. Department's approval under this section does not constitute adoption, ratification, or acceptance of Subrecipient's or subcontractor's performance hereunder. Department maintains the right to monitor and require Subrecipient's full compliance with the terms of this Contract. Department's approval under this section does not waive any right of action which may exist or which may subsequently accrue to Department under this Contract.

SECTION 18. AUDIT

A. Subrecipient shall arrange for the performance of an annual financial and compliance audit of funds received and performances rendered under this Contract, subject to the following conditions and limitations:

1. Subrecipient expending $500,000 or more in total Federal awards or $500,000 in total state financial assistance shall have an audit performed in accordance with the Single Audit Act Amendments of 1996, 31 U.S.C. 7501, and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations" issued June 30, 1997. For purposes of this Section 18, "Federal financial assistance" means assistance provided by a Federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance or direct appropriations, or other assistance, but does not include amounts received as reimbursement for services rendered to individuals in accordance with OMB guidelines. The term includes awards of Federal financial assistance received directly from Federal agencies, or indirectly through other units of State and local government;

2. Sections 4 D (3) and (4) above notwithstanding, Subrecipient may utilize funds budgeted under this Contract to pay for that portion of the cost of such audit services properly allocable to the activities funded by Department under this Contract.

3. Unless otherwise specifically authorized by Department in writing, Subrecipient shall submit two (2) copies of the audit report to the Department's Compliance Division within thirty (30) days after completion of the audit, but no later than nine (9) months after the end of each fiscal period included within the period of this Contract. Audits performed under this section are subject to review and resolution of findings by the Department or its authorized representative.

4. The audit report must include verification of all expenditures by budget category, in accordance with Exhibit B, Budget, of this Contract.

B. The cost of auditing services for a Subrecipient expending less than $500,000 in total Federal awards per fiscal year is not an allowable charge under Federal awards.

C. Subsection A of this Section 18 notwithstanding, Department reserves the right to conduct an annual financial and compliance audit of funds received and performance rendered under this Contract. Subrecipient agrees to permit Department or its authorized representative to audit Subrecipient's records and obtain any documents, materials, or information necessary to facilitate such audit.

D. Subrecipient understands and agrees that it shall be liable to the Department for any costs disallowed pursuant to financial and compliance audit(s) of funds received under this Contract. Subrecipient further understands and agrees that reimbursement to Department of such disallowed costs shall be paid by Subrecipient from funds which were not provided or otherwise made available to Subrecipient under this Contract.

E. Subrecipient shall facilitate the performance of such audit or audits conducted pursuant to this Section 18 as Department may require of Subrecipient.

F. Subrecipient shall procure audit services through an open, competitive process at least once every four years. The auditor shall retain working papers and reports for a minimum of the three years after the date of directive of the auditor's report to the Subrecipient. Audit working papers shall be made available upon request to Department at the completion of the audit, as part of a quality review, to resolve audit findings, or to carry out oversight responsibilities consistent with the purposes of this Section. Access to working papers includes the right to obtain copies of working papers, as is reasonable and necessary.

G. For any fiscal year ending within or immediately after the Contract Term, Subrecipient must submit an "Audit Certification Form" (available from the Department) within sixty (60) days after the Subrecipient's fiscal year end.

SECTION 19. MANAGEMENT OF EQUIPMENT AND INVENTORY

A. Subrecipient shall comply with Subchapter A of the State Rules.

B. Subrecipient may not use funds provided under this Contract to purchase personal property, equipment, goods, or services with a unit acquisition cost (the net invoice unit price of an item of equipment) of more than $5,000 unless Subrecipient has received the prior written approval of Department for such purchase.

C. Upon the termination or non-renewal of this Contract, Department may transfer title to any such property or equipment having a useful life of one year or more or a unit acquisition cost (the net invoice unit price of an item of equipment) of $5,000 or more to itself or to any other entity receiving Department funding.

SECTION 20. TRAVEL AND TRAINING

The travel funds are to be used only for Department-approved training events. Subrecipient shall adhere to OMB Circular A-87 and either its board-approved travel policy, or in the absence of such a policy, the State of Texas travel policies.

SECTION 21. BONDING AND INSURANCE REQUIREMENTS

A. If Subrecipient will enter in to a construction or facility improvements contract with a third-party in the amount of $25,000 of greater, Subrecipient must execute with the contractor a payment bond in the full amount of the contract. If the Subrecipient will enter in to contract with a prime contractor in excess of $100,000, a performance bond in the full amount of the contract is also required. These bonds must be executed by a corporate surety authorized to do business in Texas, a list of which may be obtained from the State Insurance Department. Such assurances of completion will run to the Department as obligee and must be documented prior to the start of construction. This bonding requirement applies to the extent required by federal or state law.

B. Subrecipient shall maintain adequate personal injury and property damage liability insurance. Subrecipient is encouraged to obtain pollution occurrence insurance in addition to the general liability insurance. Generally, regular liability insurance policies do not provide coverage for potential effects of many health and safety measures, such as lead disturbances and other pollution occurrence items. Subrecipient should review existing policies to determine if lead contamination is covered. If it is not, Subrecipient should consider securing adequate coverage for all construction projects. Additional liability insurance costs may be paid from administrative funds. The Department strongly recommends the Subrecipient require their contractors to carry pollution occurrence insurance to avoid being liable for any mistakes the contractors may make. Each agency should get a legal opinion regarding the best course to take for implementing the pollution occurrence insurance coverage.

SECTION 22. LITIGATION AND CLAIMS

Subrecipient shall give Department immediate written notice of any claim or action filed with a court or administrative agency against Subrecipient and arising out of the performance of this Contract or any subcontract hereunder. Subrecipient shall furnish to Department copies of all pertinent papers received by Subrecipient with respect to such action or claim.

SECTION 23. LEGAL AUTHORITY

A. Subrecipient assures and guarantees that it possesses the legal authority to enter into this Contract, to receive and manage the funds authorized by this Contract, and to perform the services Subrecipient has obligated itself to perform hereunder. The execution, delivery, and performance of this Contract will not violate Subrecipient's constitutive documents or any requirement to which Subrecipient is subject and represents the legal, valid, and binding agreement of Subrecipient, enforceable in accordance with its terms.

B. The person signing this Contract on behalf of Subrecipient hereby warrants that he/she has been duly authorized by Contract to execute this Contract on behalf of Subrecipient and to validly and legally bind Subrecipient to the terms, provisions and performances herein.

C. Department shall have the right to suspend or terminate this Contract if there is a dispute as to the legal authority of either Subrecipient, or the person signing this Contract on behalf of Subrecipient, to enter into this Contract or to render performances hereunder. Subrecipient is liable to Department for any money it has received from Department for performance of the provisions of this Contract, if the Department has terminated this Contract for reasons enumerated in this Section 23.

SECTION 24. COMPLIANCE WITH LAWS

A. FEDERAL, STATE AND LOCAL LAW. Subrecipient shall comply with the LIHEAP Act, the federal rules and regulations promulgated under the LIHEAP Act, the State Act, the State CEAP Rules, LIHEAP State Plan, and all federal, state, and local laws and regulations applicable to the performance of this Contract.

B. DRUG-FREE WORKPLACE ACT OF 1988. The Subrecipient affirms by signing this contract that it is implementing the Drug-Free Workplace Act of 1988.

C. PRO-CHILDREN ACT OF 1994. Subrecipient shall follow the requirements of the Pro-Children Act of 1994, (20 U.S.C. Sec. 6081 et seq.) which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18 if the services are funded by Federal programs either directly or through States or local governments by Federal grant, contract, loan or loan guarantee.

D LIMITED ENGLISH PROFICIENCY (LEP). Subrecipients must provide program applications, forms, and educational materials in English, Spanish, and any appropriate language, based on the needs of the service area and in compliance with the requirements in Executive Order 13166 of August 11, 2000. To ensure compliance, the Subrecipient must take reasonable steps to insure that persons with Limited English Proficiency have meaningful access to the program. Meaningful access may entail provide language assistance services, including oral and written translation, where necessary.

SECTION 25. PREVENTION OF WASTE, FRAUD, AND ABUSE

A. Subrecipient shall establish, maintain, and utilize systems and procedures to prevent, detect, and correct waste, fraud, and abuse in activities funded under this Contract. The systems and procedures shall address possible waste, fraud, and abuse by Subrecipient, its employees, clients, vendors, subcontractors and administering agencies. Subrecipient's internal control systems and all transactions and other significant events are to be clearly documented, and the documentation is to be readily available for monitoring by Department.

B. Subrecipient shall give Department complete access to all of its records, employees, and agents for the purposes of any investigation of the Comprehensive Energy Assistance Program. Subrecipient shall immediately notify Department of any discovery of waste, fraud, or abuse. Subrecipient shall fully cooperate with Department's efforts to detect, investigate, and prevent waste, fraud, and abuse in the Comprehensive Energy Assistance Program.

C. Subrecipient may not discriminate against any employee or other person who reports a violation of the terms of this Contract, or of any law or regulation, to Department or to any appropriate law enforcement authority, if the report is made in good faith.

SECTION 26. CERTIFICATION REGARDING UNDOCUMENTED WORKERS

Pursuant to Chapter 2264 of the Texas Government Code, by execution of this Contract, Subrecipient hereby certifies that Subrecipient/Local Operator, or a branch, division, or department of Subrecipient does not and will not knowingly employ an undocumented worker, where "undocumented worker" means an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States. If, after receiving a public subsidy, Subrecipient, or a branch, division, or department of Subrecipient is convicted of a violation under 8 U.S.C. Section 1324a(f), Subrecipient shall repay the public subsidy with interest, at a rate of five percent (5%) per annum, not later than the 120th day after the date the Department notifies Subrecipient of the violation.

SECTION 27. CONFLICT OF INTEREST/NEPOTISM

A. Subrecipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts.

B. No employee, officer, or agent of Subrecipient shall participate in the selection, award, or administration of a contract supported by federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the Parties indicated herein, has a financial or other interest in the firm selected for an award.

C. The officers, employees, and agents of the Subrecipient shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements. Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the Subrecipient.

D. Subrecipient shall, in addition to the requirements of this Section, follow the requirements of Chapter 171 of the Local Government Code regarding conflicts of interest of officers of municipalities, counties, and certain other local governments.

E. Failure to maintain written standards of conduct and to follow and enforce the written standards is a condition of default under this Contract and may result in termination of the Contract or deobligation of funds.

SECTION 28. POLITICAL ACTIVITY PROHIBITED

A. Funds provided under this Contract shall not be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Subrecipient from furnishing to any member of its governing body upon request, or to any other local or state official or employee, or to any citizen, information in the hands of the employee or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initiating the action to immediate dismissal from employment.

B. Funds provided under this Contract may not be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive, or judicial branches of government of Subrecipient, the State of Texas, or the government of the United States.

SECTION 29. NON-DISCRIMINATION AND EQUAL OPPORTUNITY

A. A person shall not be excluded from participation in, be denied the benefits of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this Contract, on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief.

B. Subrecipient agrees to carry out an Equal Employment Opportunity Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1965.

C. Subrecipient will include the substance of this Section 29 in all subcontracts.

SECTION 30. CERTIFICATION REGARDING CERTAIN DISASTER RELIEF CONTRACTS

The Department may not award a Contract that includes proposed financial participation by a person who, during the five year period preceding the date of this Contract, has been convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or assessed a penalty in a federal, civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005.

By execution of this Contract, the Subrecipient/Local Operator hereby certifies that it is eligible to participate in this Program and acknowledges that this Contract may be terminated and payment withheld if this certification is inaccurate.

SECTION 31. MAINTENANCE OF EFFORT

Funds provided to Subrecipient under this Contract may not be substituted for funds or resources from any other source nor in any way serve to reduce the funds or resources which would have been available to, or provided through, Subrecipient had this Contract never been executed.

SECTION 32. DEBARRED AND SUSPENDED PARTIES

By signing this Contract, Subrecipient certifies that its principal employees, board members, agents, or contractors agents are included in the Excluded Parties List System (EPLS) maintained by the General Services Administration (GSA). Subrecipient also certifies that it will not award any funds provided by this Contract to any party that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549. Subrecipient agrees that prior to entering into any agreement with a potential subcontractor that the verification process to comply with this requirement will be accomplished by checking the System for Award Management (SAM) at www.sam.gov and including a copy of the results in its project files.

SECTION 33. FAITH BASED AND SECTARIAN ACTIVITY

Funds provided under this Contract may not be used for sectarian or inherently religious activities such as worship, religious instruction or proselytization, and must be for the benefit of persons regardless of religious affiliation. Subrecipient shall comply with the regulations promulgated by the HHS at 45 C.F.R. §87.2.

SECTION 34. COPYRIGHT

Subrecipient may copyright materials developed in the performance of this Contract or with funds expended under this Contract. Department and HHS shall each have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the copyrighted work for government purposes.

SECTION 35. NO WAIVER

Any right or remedy given to Department by this Contract shall not preclude the existence of any other right or remedy, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other right or remedy. The failure of Department to exercise any right or remedy on any occasion shall not constitute a waiver of Department's right to exercise that or any other right or remedy at a later time.

SECTION 36. SEVERABILITY

If any section or provision of this Contract is held to be invalid or unenforceable by a court or administrative tribunal of competent jurisdiction, the remainder shall remain valid and binding.

SECTION 37. ORAL AND WRITTEN AGREEMENTS

A. All oral and written agreements between the Parties relating to the subject matter of this Contract have been reduced to writing and are contained in this Contract.

B. The attachments enumerated and denominated below are a part of this Contract and constitute promised performances under this Contract:

1. Exhibit A, Certification Regarding Lobbying for Contracts, Grants, Loans, and Cooperative Agreements

2. Exhibit B, Budget

3. Exhibit C, PRWORA Requirements for the Comprehensive Energy Assistance Program

SECTION 38. SPECIAL CONDITIONS

A. In order to achieve compliance with the LIHEAP Act, Subrecipient must coordinate with other energy related programs. Specifically, Subrecipient must make documented referrals to the local Weatherization Assistance Program subrecipient and the Lite Up Texas program administered by the Public Utility Commission of Texas.

B. Subrecipient shall accept applications for CEAP benefits at sites that are geographically accessible to all households in the service area. Subrecipient shall provide Elderly Persons and Persons with Disabilities who cannot independently travel to the application site the means to submit applications for CEAP benefits without leaving their residence or by securing transportation for them to the sites that accept such applications.

SECTION 39. APPEALS PROCESS

In compliance with the LIHEAP Act, Subrecipient must provide an opportunity for a fair administrative hearing to individuals whose application for assistance is denied, terminated or not acted upon in a timely manner. Subrecipient must establish a denial of service complaint procedure in accordance with §5.405 the State Rules.

SECTION 40. USE OF ALCOHOLIC BEVERAGES

Funds provided under this Contract may not be used for the payment of salaries to any Subrecipient's employees who use alcoholic beverages while on active duty, for travel expenses expended for alcoholic beverages, or for the purchase of alcoholic beverages.

SECTION 41. FORCE MAJURE

If the obligations are delayed by the following, an equitable adjustment will be made for delay or failure to perform hereunder:

A. Any of the following events: (i) catastrophic weather conditions or other extraordinary elements of nature or acts of God; (ii) acts of war (declared or undeclared), (iii) acts of terrorism, insurrection, riots, civil disorders, rebellion or sabotage; and (iv) quarantines, embargoes and other similar unusual actions of federal, provincial, local or foreign Governmental Authorities; and

B. The non-performing party is without fault in causing or failing to prevent the occurrence of such event, and such occurrence could not have been circumvented by reasonable precautions and could not have been prevented or circumvented through the use of commercially reasonable alternative sources, workaround plans or other means.

SECTION 42. TIME IS OF THE ESSENCE

Time is of the essence with respect to Subrecipient's compliance with all covenants, agreements, terms and conditions of this Contract.

SECTION 43. COUNTERPARTS AND FACSIMILE SIGNATURES

This Contract may be executed in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Signed signature pages may be transmitted by facsimile or other electronic transmission, and any such signature shall have the same legal effect as an original.

SECTION 44. NUMBER, GENDER

Unless the context requires otherwise, the words of the masculine gender shall include the feminine, and singular words shall include the plural.

SECTION 45. NOTICE

A. If notice is provided concerning this Contract, notice may be given at the following (herein referred to as "Notice Address"):

As to Department:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
P. O. Box 13941
Austin, Texas 78711-3941
Attention: Michael De Young
Telephone: (512)- 475-2125
Fax: (512) - 475-3935
michael.deyoung@tdhca.state.tx.us

As to Subrecipient:

City of Lubbock
PO Box 2000
Lubbock, TX 79457
Attention: Glen Robertson, Mayor
Telephone: (806) 775-2301 Fax: (806) 775-3917

B. All notices or other communications hereunder shall be deemed given when delivered, mailed by overnight service, or five days after mailing by certified or registered mail, postage prepaid, return receipt requested, addressed to the appropriate Notice Address as defined in the above Subsection A of this Section 45.

SECTION 46. VENUE AND JURISDICTION

This Contract is delivered and intended to be performed in the State of Texas. For purposes of litigation pursuant to this Contract, venue shall lie in Travis County, Texas.

EXECUTED to be effective on **4/1/2014**

City of Lubbock
a political subdivision of the State of Texas

By:
Title:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS,
a public and official agency of the State of Texas

By:
Title: Its duly authorized officer or representative

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. **58130001950** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT A
CERTIFICATION REGARDING LOBBYING FOR
CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

City of Lubbock
a political subdivision of the State of Texas

The undersigned certifies, to the best of its knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form -LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is material representation of fact on which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

City of Lubbock
a political subdivision of the State of Texas

By:
Title:
Date:

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. **58130001950** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT B
BUDGET

City of Lubbock,
a political subdivision of the State of Texas

DEPARTMENT FINANCIAL OBLIGATIONS

$ 206,450.00 CEAP FUNDS CURRENTLY AVAILABLE

TRAINING TRAVEL ALLOWANCE FUNDS CURRENTLY AVAILABLE

BUDGET FOR AVAILABLE ALLOCATIONS

BUDGET CATEGORY	FUNDS	%
Administration	$ 12,903.00	-
Direct Services	$ 193,547.00	-
TOTAL CEAP BUDGET	$ 206,450.00	-

BUDGET CATEGORY	FUNDS	%
Household Crisis	$ 89,032.00	46.00
Utility Assistance	$ 89,031.00	46.00
Program Services	$ 15,484.00	8.00
TOTAL DIRECT SERVICES	$ 193,547.00	100.00

Subrecipient's service area consists of the following Texas counties:

LUBBOCK

General Administrative and coordination of CEAP, including costs and all indirect (or overhead) cost, examples include salaries, fringe benefits, non-training travel, equipment, supplies, audit and office space are limited to 6% of the contract expenditures, excluding Training/Travel costs. All other administrative costs, exclusive of costs for Program Services, must be paid with nonfederal funds.

Program Services costs shall not exceed the maximum 8% of total Direct Services Expenditures. Program Services cost includes direct administrative cost associated with providing the client direct service salaries and benefits cost for staff providing program services, cost for supplies, equipment, travel, postage, utilities, rental of office space. All items listed above are allowable program services cost when associated with providing client direct services. Other program services costs may include outreach activities and expenditures on the information technology and computerization needed for tracking or monitoring required by CEAP.

Department's prior written approval for purchase or lease of equipment with an acquisition cost of $5,000 and over is required. Approval of this budget does not constitute prior approval for such purchases.

Funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility.

Subrecipient is limited to only one budget revision request during the first 6 months of the Contract Term. A second and final budget revision must be received by the Department no later than 45 days prior to the end of the Contract Term.

Subrecipient shall provide outreach services under all components in this category. Failure to do so may result in contract termination. Subrecipient must document outreach, whether the outreach is conducted with CEAP funds or other funds.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

CONTRACT NO. **58130001950** FOR THE FY 2014
COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP)
(CFDA # 93.568)

EXHIBIT C
PRWORA REQUIREMENTS

City of Lubbock,
a political subdivision of the State of Texas

If an individual is applying for LIHEAP funds, a subrecipient must verify that the individual applying for LIHEAP funds is a qualified recipient for funding under the Personal Responsibility and Work Opportunity Act of 1996, ("PRWORA"), Pub. L. 104-193, 110 Stat. 2105, codified at 8 U.S.C. §1601 et. seq., as amended by the Omnibus Appropriations Act, 1997, Pub. L. 104-208.

To ensure that a non-qualified applicant does not receive "federal public benefits," a unit of general purpose government that administers "federal public benefit programs" is required to determine, and to verify, the individual's alienage status before granting eligibility. 8 U.S.C. §1642 (a) and (b). Subrecipient must use the SAVE verification system to verify and document qualified alien eligibility once access to the system is provided by the Department.

An exception to the requirement of verification of alienage status applies when the applicant's eligibility is determined by a non-profit charitable organization. To be eligible for this exemption, an organization must be both "nonprofit" and "charitable." If Subrecipient claims "non-profit, charitable status Subrecipient shall supply TDHCA with any requested information Department believes is necessary to verify that Subrecipient is a non-profit charitable organization. An organization is "nonprofit" if it is organized and operated for purposes other than making gains or profits for the organization, its member or its shareholders, and is precluded from distributing any gains or profits to its members or shareholders. Simply holding a valid 501(c)(x) designation is not sufficient. An organization is "charitable" if it is organized and operated for charitable purposes. The term "charitable" should be interpreted in its generally accepted legal sense as developed by judicial decisions. It includes organizations dedicated to relief of the poor and distressed or the underprivileged, as well as religiously-affiliated organizations and educational organizations.

CERTIFICATION REGARDING USE OF THE SYSTEMATIC ALIEN VERIFICATION FOR ENTITLEMENTS (SAVE) SYSTEM

Subrecipient shall:

(1) System Use.

(a) Establish the identity of the applicants and require each applicant to present the applicant's immigration or naturalization documentation that contains the information (e.g., alien registration number) required by the SAVE Program;

(b) Physically examine the documentation presented by the applicant and determine whether the document(s) reasonably appear(s) to be genuine and to relate to the individual;

(c) Provide to the SAVE Program the information the SAVE Program requires to respond to Subrecipient requests for verification of immigration or naturalized or derived citizenship status information, including (1) information from the applicant's immigration or naturalization documentation for initial automated verification, (2) additional information obtained from the alien's immigration or naturalization documentation for automated additional verification, and (3) completed Forms G-845 and other documents and information required for manual additional verification. For manual only verification, ensure that Forms G-845 and other documents and information required for manual verification are provided;

(d) Ensure that, prior to using the Verification Information System, all employees designated by Subrecipient to use SAVE on behalf of the Subrecipient ("Users") performing verification procedures complete SAVE required training including: reading the SAVE Program Guide, taking the latest version of Web tutorial(s), http://www.uscis.gov/save/what-save/save-webinars, and maintaining a working knowledge of requirements contained therein and in this Contract as updated. Documentation of training must be maintained by the Subrecipient for monitoring review;

(e) Ensure that Users are provided with and maintain User Ids only while they have a need to perform verification procedures;

(f) Ensure all Users performing verification procedures comply with all requirements contained in the SAVE Program Guide, web-based tutorial, this Contract, and updates to these requirements;

(g) Ensure that all Users performing verification procedures have contact information for the SAVE Program and SAVE Monitoring and Compliance. Contact information can be found at http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=0d37dffd79029310VgnVCM100000082ca60aRCRD&vgnextchannel=0d37dffd79029310VgnVCM100000082ca60aRCRD

(h) Ensure all Users perform any additional verification procedures the SAVE Program requires and/or the applicant requests after the Subrecipient initiates a request for verification;

(i) Use any information provided by DHS-USCIS under this Contract solely for the purpose of determining the eligibility of persons applying for the benefit issued by the Subrecipient and limit use of such information in accordance with this and all other provisions of this Contract;

(j) Comply with the requirements of the Federal Information Security Management Act (FISMA (PL-107-347), Title III, Section 301) and OMB guidance as applicable to electronic storage, transport of records between agencies, and the internal processing of records received by either agency under the terms of this Contract;

(k) Safeguard such information and access methods to ensure that it is not used for any other purpose than described in this Contract and protect its confidentiality; including ensuring that it is not disclosed to any unauthorized person(s) without the prior written consent of DHS-USCIS. Each applicant seeing access to information regarding him/herself may do so by submitting a written signed request to DHS-USCIS. Instructions for submitting request may be found at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf (subject to revision and reposting on the SAVE Website and Online Resources);

(l) Comply with the Privacy Act, 5 U.S.C. Section 552a, the Texas Public Information Act and other applicable laws, regulations, and policies, including but not limited to all OMB and DHS privacy guidance, in conducting verification procedures pursuant to this Contract, and in safeguarding, maintaining, and disclosing any data provided or received pursuant to the Contract;

(m) Comply with federal laws prohibiting discrimination against applicants and discriminatory use of the SAVE Program based upon the national origin, color, race, gender, religion, or disability of the applicant;

(n) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with adequate written notice of the denial and the information necessary to contact DHS-USCIS so that such individual may correct their records in a timely manner, if necessary. A Fact Sheet that includes the process by which applicants may contact DHS-USCIS is posted at http://www.uscis.gov/USCIS/Verification/SAVE/SAVE_Native_Documents/Fact_Sheet_HowToCorrectYourRecordswithUSCIS.pdf, (subject to revision and reposting on the SAVE Website and Online Resources);

(o) Provide all benefit-applicants who are denied benefits based solely or in part on the SAVE response with the opportunity to use the Subrecipient's existing process to appeal the denial and to contact DHS-USCIS to correct their records prior to a final decision, if necessary; and

(p) Refrain from using SAVE, or assisting any person or entity, to comply with the employment eligibility verification requirements of section 274A of the Immigration and Nationality Act, 8 U.S.C. Section 1324a.

(2) Monitoring and Compliance.

(a) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by the Subrecipient, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(b) Notify the Department's Compliance Division immediately whenever there is reason to believe a violation of this agreement has occurred;

(c) Notify the Department's Compliance Division immediately whenever there is reason to believe an information breach has occurred as a result of User or Subrecipient action or inaction pursuant to Office of Management and Budget (OMB) Memorandum M-07-16, "Safeguarding Against and Responding to the Breach of Personally Identifiable Information;"

(d) Allow Department and SAVE Monitoring and Compliance to monitor and review all records and documents related to the use, abuse, misuse, fraudulent use or improper use of SAVE by any User, including, but not limited to original applicant consent documents required by the Privacy Act, 5 U.S.C. Section 552a or other applicable authority;

(e) Allow Department and SAVE Monitoring and Compliance to conduct desk audits and/or site visits to review Subrecipient's compliance with this Exhibit C and all other SAVE-related policy, procedures, guidance and law applicable to conducting verification and safeguarding, maintaining, and disclosing any data provided or received pursuant to this Contract;

(f) Allow Department and SAVE Monitoring and Compliance to perform audits of Subrecipient's User Ids use and access, SAVE Training Records, SAVE financial records, SAVE biographical information, system profiles and usage patterns and other relevant data;

(g) Allow Department and SAVE Monitoring and Compliance to interview any and all Users and any and all contact persons or other personnel within the Subrecipient's organization or relevant contractors regarding any and all questions or problems which may arise in connection with the Subrecipient's participation in SAVE;

(h) Allow Department and SAVE Monitoring and Compliance to monitor system access and usage and to assist SAVE users as necessary to ensure compliance with the terms of this Exhibit C and the SAVE Program requirements by its authorized agents or designees; and

(i) Take corrective measures in a timely manner to address all lawful requirements and recommendations on every written finding including but not limited to those of the Department or SAVE Monitoring and Compliance regarding waste, fraud, and abuse, and discrimination or any misuse of the system, non-compliance with the terms, conditions and safeguards of this Exhibit C, SAVE Program procedures or other applicable law, regulation or policy.

Criminal Penalties.

(1) DHS-USCIS reserves the right to use information from TDHCA or Subrecipient for any purpose permitted by law, including, but not limited to, the prosecution of violations of Federal administrative or criminal law.

(2) The Subrecipient acknowledges that the information it receives from DHS-USCIS is governed by the Privacy Act, 5 U.S.C. Section 552a(i)(1), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this contract may be subject to criminal penalties.

Third Party Liability.

(1) Each party to this contract shall be solely responsible for its own defense against any claim or action by third parties arising out of or related to the execution and/or performance of this contract, whether civil or criminal, and retain responsibility for the payment of any corresponding liability.

(2) Nothing in this contract is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, the State of Texas, its agencies, officers, or employees, or the Subrecipient.

Points of Contact

Sharon D. Gamble
Manager, Planning, Training and Technical Assistance
Texas Department of Housing and Community Affairs
Community Affairs Division
P.O. Box 13941
Austin, TX 78711-3941
Phone: (512) 475-0471
Email: sharon.gamble@tdhca.state.tx.us

USCIS SAVE Program MS 2620
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2620
ATTN: SAVE Operations
Phone: (888) 464-4218
Email: saveregistration@dhs.gov

USCIS SAVE Monitoring and Compliance MS 2640
U.S. Citizenship and Immigration Services
Department of Homeland Security
Washington, DC 20529-2640
Phone: (888) 464-4218
Email: save.monitoring@dhs.gov

Regular City Council Meeting **6. 2. 2.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock contract 11883, a $9,984.00 State administered, Federally funded, grant agreement for the Click-It-Or-Ticket Selective Traffic Enforcement Program, by and between the City of Lubbock and the Texas Department of Transportation.

Item Summary

The Click-It-Or-Ticket Selective Traffic Enforcement Program emphasizes seat belt and child restraint compliance as an effort to reduce death and serious bodily injury that results from traffic collisions.

Fiscal Impact

This enforcement program will be conducted during FY 2013-14. Awards for this grant begin April 29, 2014, following approval of the City Council. This is a 100% $9,984.00 grant, administered from April 29, 2014 through June 7, 2014.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Grant Agreement - Click It or Ticket

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 $9,984.00 Grant Agreement for the Click It or Ticket Selective Traffic Enforcement Program, by and between the City of Lubbock and the Texas Department of Transportation, and related documents. Said Grant Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Grant-Click It or Ticket
April 30, 2014

Texas Traffic Safety eGrants

Fiscal Year 2014

Organization Name: City of Lubbock - Police Department

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

Project Title:

ID: 2014-Lubbock PD-CIOT-00028

Period: 04/29/2014 to 06/07/2014

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS
THE COUNTY OF TRAVIS

THIS AGREEMENT IS MADE BY and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the Department and the, **City of Lubbock** hereinafter called the Subgrantee, and becomes effective then fully executed by both parties. For the purpose of this agreement, the Subgrantee is designated as a(n) **Local Government**.

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2014.

Name of the Federal Agency: National Highway Traffic Safety Administration

Contract Number: **584EGF6321**

CFDA Number: **20.6**

CFDA Title: **State and Community Highway Safety Grant Program**

Funding Source: Section **402**

DUNS: **058213893**

Project Title:**STEP - Click It Or Ticket**

To increase occupant restraint use in all passenger vehicles and trucks by conducting an intense occupant protection enforcement and public information and education effort during the Enforcement period.

Grant Period: This Grant becomes effective on **04/29/2014** or on the date of final signature of both parties, whichever is later, and ends on **06/07/2014** unless terminated or otherwise modified.

Total Awarded: **$9,984.00**

Amount Eligible for Reimbursement: **$9,984.00**

Match Amount: **$0**

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

The signatory of the Subgrantee hereby represents and warrants that she/he is an officer of the organization for which she/he has executed this agreement and that she/he has full and complete authority to enter into this agreement on behalf of the organization.

THE SUBGRANTEE	THE STATE OF TEXAS
City of Lubbock	Executed for the Executive Director and Approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out orders, established policies or work programs approved and authorized by the Texas Transportation Commission
By: _____ [Authorized Signature]	By: _____ [District Engineer Texas Department of Transportation]
_____ [Name]	_____ [Name]
_____ [Title]	_____ [Title]
Date: _____	Date: _____
Under the authority of Ordinance or Resolution Number (for local government): (If Applicable)	By: _____ Director, Traffic OperationsDivision Texas Department of Transportation (Not required for local project grants under $100,000.00)
_____ [Resolution Number]	Date: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

APPROVED AS TO CONTENT:

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Roger Ellis, Chief of Police

Texas Traffic Safety Program

GRANT AGREEMENT GENERAL TERMS AND CONDITIONS

ARTICLE 1. COMPLIANCE WITH LAWS

The Subgrantee shall comply with all federal, state, and local laws, statutes, codes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement, including, without limitation, workers' compensation laws, minimum and maximum salary and wage statutes and regulations, nondiscrimination laws and regulations, and licensing laws and regulations. When required, the Subgrantee shall furnish the Department with satisfactory proof of compliance.

ARTICLE 2. STANDARD ASSURANCES

The Subgrantee assures and certifies that it will comply with the regulations, policies, guidelines, and requirements, including 49 CFR Part 18; 49 CFR Part 19 (OMB [Office of Management and Budget] Circular A-110); 49 CFR Part 225 (OMB Circular A-87); OMB Circular A-102; OMB Circular A-21; OMB Circular A-122; OMB Circular A-133; and the Department's Traffic Safety Program Manual, as they relate to the application, acceptance, and use of federal or state funds for this project. Also, the Subgrantee assures and certifies that:

A. It possesses legal authority to apply for the grant; and that a resolution, motion, or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained in the application, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide any additional information that may be required.

B. It and its subcontractors will comply with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, and in accordance with that Act, no person shall discriminate, on the grounds of race, color, sex, national origin, age, religion, or disability.

C. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970, as amended; 42 USC (United States Code) §§4601 et seq.; and United States Department of Transportation (USDOT) regulations, "Uniform Relocation and Real Property Acquisition for Federal and Federally Assisted Programs," 49 CFR, Part 24, which provide for fair and equitable treatment of persons displaced as a result of federal and federally assisted programs.

D. It will comply with the provisions of the Hatch Political Activity Act, which limits the political activity of employees. (See also Article 25, Lobbying Certification.)

E. It will comply with the federal Fair Labor Standards Act's minimum wage and overtime requirements for employees performing project work.

F. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

G. It will give the Department the access to and the right to examine all records, books, papers, or documents related to this Grant Agreement.

H. It will comply with all requirements imposed by the Department concerning special requirements of law, program requirements, and other administrative requirements.

I. It recognizes that many federal and state laws imposing environmental and resource conservation requirements may apply to this Grant Agreement. Some, but not all, of the major federal laws that may affect the project include: the National Environmental Policy Act of 1969, as amended, 42 USC §§4321 et seq.; the Clean Air Act, as amended, 42 USC §§7401 et seq. and sections of 29 USC; the Federal Water Pollution Control Act, as amended, 33 USC §§1251 et seq.; the Resource Conservation and Recovery Act, as amended, 42 USC §§6901 et seq.; and the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, 42 USC §§9601 et seq. The Subgrantee also recognizes that the U.S. Environmental Protection Agency, USDOT, and other federal agencies have issued, and in the future are expected to issue, regulations, guidelines, standards, orders, directives, or other requirements that may affect this Project. Thus, it agrees to comply, and assures the compliance of each contractor and each subcontractor, with any federal requirements that the federal government may now or in the future promulgate.

J. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, 42 USC §4012a(a). Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where that insurance is available as a condition for the receipt of any federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any form of direct or indirect federal assistance.

K. It will assist the Department in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470 et seq.), Executive Order 11593, and the Antiquities Code of Texas (National Resources Code, Chapter 191).

L. It will comply with Chapter 573 of the Texas Government Code by ensuring that no officer, employee, or member of the Subgrantee's governing board or the Subgrantee's subcontractors shall vote or confirm the employment of any person related within the second degree of affinity or third degree by consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise that person. This prohibition shall not apply to the employment of a person described in Section 573.062 of the Texas Government Code.

M. It will ensure that all information collected, assembled, or maintained by the applicant relative to this project shall be available to the public during normal business hours in compliance with Chapter 552 of the Texas Government Code, unless otherwise expressly provided by law.

N. If applicable, it will comply with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.

ARTICLE 3. COMPENSATION

A. The method of payment for this agreement will be based on actual costs incurred up to and not to exceed the limits specified in the Project Budget. The amount included in the Project Budget will be deemed to be an estimate only and a higher amount can be reimbursed, subject to the conditions specified in paragraph B of this Article. If the Project Budget specifies that costs are based on a specific rate, per-unit cost, or other method of payment, reimbursement will be based on the specified method.

B. All payments will be made in accordance with the Project Budget.

1. The Subgrantee's expenditures may overrun a budget category (I, II, or III) in the approved Project Budget without a grant (budget) amendment, as long as the overrun does not exceed a total of five (5) percent per year of the maximum amount eligible for reimbursement (TxDOT) in the attached Project Budget for the current fiscal year. This overrun must be off-set by an equivalent underrun elsewhere in the Project Budget.

2. If the overrun is five (5) percent or less, the Subgrantee must provide written notification to the Department, through the TxDOT Electronic Grants Management System (*eGrants*), prior to the Request for Reimbursement being approved. The notification must indicate the amount, the percent over, and the specific reason(s) for the overrun.

3. Any overrun of more than five (5) percent of the amount eligible for reimbursement (TxDOT) in the attached Project Budget requires an amendment of this Grant Agreement.

4. The maximum amount eligible for reimbursement shall not be increased above the Grand Total TxDOT Amount in the approved Project Budget, unless this Grant Agreement is amended, as described in Article 5 of this agreement.

5. For Selective Traffic Enforcement Program (STEP) grants *only*: In the Project Budget, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or B, "PI&E Activities," to exceed the TxDOT amount listed in Subcategory C, "Other." Also, Subgrantees are not allowed to use underrun funds from the TxDOT amount of (100) Salaries, Subcategories A, "Enforcement," or C, "Other," to exceed the TxDOT amount listed in Subcategory B, "PI&E Activities." The TxDOT amount for Subcategory B, "PI&E Activities," or C, "Other," can only be exceeded within the five (5) percent flexibility, with underrun funds from Budget Categories II or III.

C. To be eligible for reimbursement under this agreement, a cost must be incurred in accordance with the Project Budget, within the time frame specified in the Grant Period of this Grant Agreement, attributable to work covered by this agreement, and which has been completed in a manner satisfactory and acceptable to the Department.

D. Federal or TxDOT funds cannot supplant (replace) funds from any other sources. The term "supplanting," refers to the use of federal or TxDOT funds to support personnel or an activity already supported by local or state funds.

E. Payment of costs incurred under this agreement is further governed by one of the following

cost principles, as appropriate, outlined in:

1. OMB Circular A-21, Cost Principles for Educational Institutions;
2. 49 CFR Part 225 (OMB Circular A-87), Cost Principles for State, Local, and Indian Tribal Governments; or,
3. OMB Circular A-122, Cost Principles for Nonprofit Organizations.

F. The Subgrantee agrees to submit monthly or quarterly Requests for Reimbursement, as designated in this Grant Agreement, within thirty (30) days after the end of the billing period. The Request for Reimbursement and appropriate supporting documentation must be submitted through *eGrants*.

G. The Subgrantee agrees to submit the final Request for Reimbursement under this agreement within forty-five (45) days of the end of the grant period.

H. Payments are contingent upon the availability of appropriated funds.

I. Project agreements supported with federal or TxDOT funds are limited to the length of this Grant Period specified in this Grant Agreement. If the Department determines that the project has demonstrated merit or has potential long-range benefits, the Subgrantee may apply for funding assistance beyond the initial agreement period. Preference for funding will be given to those projects for which the Subgrantee has assumed some cost sharing, those which propose to assume the largest percentage of subsequent project costs, and those which have demonstrated performance that is acceptable to the Department.

ARTICLE 4. LIMITATION OF LIABILITY

Payment of costs incurred under this agreement is contingent upon the availability of funds. If at any time during this Grant Period, the Department determines that there is insufficient funding to continue the project, the Department shall notify the Subgrantee, giving notice of intent to terminate this agreement, as specified in Article 11 of this agreement. If at the end of a federal fiscal year, the Department determines that there is sufficient funding and performance to continue the project, the Department may notify the Subgrantee to continue this agreement.

ARTICLE 5. AMENDMENTS

This agreement may be amended prior to its expiration by mutual written consent of both parties, utilizing the Grant Agreement Amendment in *eGrants*. Any amendment must be executed by the parties within the Grant Period, as specified in this Grant Agreement.

ARTICLE 6. ADDITIONAL WORK AND CHANGES IN WORK

A. If the Subgrantee is of the opinion that any assigned work is beyond the scope of this agreement and constitutes additional work, the Subgrantee shall promptly notify the Department in writing through *eGrants*. If the Department finds that such work does constitute additional work, the Department shall advise the Subgrantee and a written amendment to this agreement will be executed according to Article 5, Amendments, to provide compensation for doing this work on the same basis as the original work. If performance of the additional work will cause the maximum amount payable to be exceeded, the work will not be performed before a written grant amendment is executed.

B. If the Subgrantee has submitted work in accordance with the terms of this agreement but the Department requests changes to the completed work or parts of the work which involve changes to the original scope of services or character of work under this agreement, the Subgrantee shall make those revisions as requested and directed by the Department. This will be considered as additional work and will be paid for as specified in this Article.

C. If the Subgrantee submits work that does not comply with the terms of this agreement, the Department shall instruct the Subgrantee to make any revisions that are necessary to bring the work into compliance with this agreement. No additional compensation shall be paid for this work.

D. The Subgrantee shall make revisions to the work authorized in this agreement that are necessary to correct errors or omissions, when required to do so by the Department. No additional compensation shall be paid for this work.

E. The Department shall not be responsible for actions by the Subgrantee or any costs incurred by the Subgrantee relating to additional work not directly associated with or prior to the execution of an amendment.

ARTICLE 7. REPORTING AND MONITORING

A. Not later than thirty (30) days after the end of each reporting period, the Subgrantee shall submit a performance report through *eGrants.* For short-term projects, only one report submitted by the Subgrantee at the end of the project may be required. For longer projects, the Subgrantee will submit reports at least quarterly and preferably monthly. The frequency of the performance reports is established through negotiation between the Subgrantee and the program or project manager. For Selective Traffic Enforcement Programs (STEPs), performance reports must be submitted monthly.

B. The performance report will include, as a minimum: (1) a comparison of actual accomplishments to the objectives established for the period, (2) reasons why established objectives and performance measures were not met, if appropriate, and (3) other pertinent information, including, when appropriate, an analysis and explanation of cost underruns, overruns, or high unit costs.

C. The Subgrantee shall promptly advise the Department in writing, through *eGrants*, of events that will have a significant impact upon this agreement, including:

1. Problems, delays, or adverse conditions, including a change of project director or other changes in Subgrantee personnel, that will materially affect the ability to attain objectives and performance measures, prevent the meeting of time schedules and objectives, or preclude the attainment of project objectives or performance measures by the established time periods. This disclosure shall be accompanied by a statement of the action taken or contemplated and any Department or federal assistance needed to resolve the situation.

2. Favorable developments or events that enable meeting time schedules and objectives sooner than anticipated or achieving greater performance measure output than originally projected.

D. The Subgrantee shall submit the Final Performance Report through *eGrants* within thirty (30) days after completion of the grant.

ARTICLE 8. RECORDS

The Subgrantee agrees to maintain all reports, documents, papers, accounting records, books, and other evidence pertaining to costs incurred and work performed under this agreement (called the "Records"), and shall make the Records available at its office for the time period authorized within the Grant Period, as specified in this Grant Agreement. The Subgrantee further agrees to retain the Records for four (4) years from the date of final payment under this agreement, until completion of all audits, or until pending litigation has been completely and fully resolved, whichever occurs last.

Duly authorized representatives of the Department, the USDOT, the Office of the Inspector General, Texas State Auditor, and the Comptroller General shall have access to the Records. This right of access is not limited to the four (4) year period but shall last as long as the Records are retained.

ARTICLE 9. INDEMNIFICATION

A. To the extent permitted by law, the Subgrantee, if other than a government entity, shall indemnify, hold, and save harmless the Department and its officers and employees from all claims and liability due to the acts or omissions of the Subgrantee, its agents, or employees. The Subgrantee also agrees, to the extent permitted by law, to indemnify, hold, and save harmless the Department from any and all expenses, including but not limited to attorney fees, all court costs and awards for damages incurred by the Department in litigation or otherwise resisting claims or liabilities as a result of any activities of the Subgrantee, its agents, or employees.

B. To the extent permitted by law, the Subgrantee, if other than a government entity, agrees to protect, indemnify, and save harmless the Department from and against all claims, demands, and causes of action of every kind and character brought by any employee of the Subgrantee against the Department due to personal injuries to or death of any employee resulting from any alleged negligent act, by either commission or omission on the part of the Subgrantee.

C. If the Subgrantee is a government entity, both parties to this agreement agree that no party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds, as well as the acts and deeds of its contractors, employees, representatives, and agents.

ARTICLE 10. DISPUTES AND REMEDIES

This agreement supercedes any prior oral or written agreements. If a conflict arises between this agreement and the Traffic Safety Program Manual, this agreement shall govern. The Subgrantee shall be responsible for the settlement of all contractual and administrative issues arising out of procurement made by the Subgrantee in support of work under this agreement. Disputes concerning performance or payment shall be submitted to the Department for settlement, with the Executive Director or his or her designee acting as final referee.

ARTICLE 11. TERMINATION

A. This agreement shall remain in effect until the Subgrantee has satisfactorily completed all services and obligations described in this agreement and these have been accepted by the Department, unless:

1. This agreement is terminated in writing with the mutual consent of both parties; or
2. There is a written thirty (30) day notice by either party; or
3. The Department determines that the performance of the project is not in the best interest of the Department and informs the Subgrantee that the project is terminated immediately.

B. The Department shall compensate the Subgrantee for only those eligible expenses incurred during the Grant Period specified in this Grant Agreement that are directly attributable to the completed portion of the work covered by this agreement, provided that the work has been completed in a manner satisfactory and acceptable to the Department. The Subgrantee shall not incur nor be reimbursed for any new obligations after the effective date of termination.

ARTICLE 12. INSPECTION OF WORK

A. The Department and, when federal funds are involved, the USDOT, or any of their authorized representatives, have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this agreement and the premises in which it is being performed.

B. If any inspection or evaluation is made on the premises of the Subgrantee or its subcontractor, the Subgrantee shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in a manner that will not unduly delay the work.

ARTICLE 13. AUDIT

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under this agreement or indirectly through a subcontract under this agreement. Acceptance of funds directly under this agreement or indirectly through a subcontract under this agreement acts as acceptance of the authority of the State Auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

ARTICLE 14. SUBCONTRACTS

A subcontract in excess of $25,000 may not be executed by the Subgrantee without prior written concurrence by the Department. Subcontracts in excess of $25,000 shall contain all applicable terms and conditions of this agreement. No subcontract will relieve the Subgrantee of its responsibility under this agreement.

ARTICLE 15. GRATUITIES

A. Texas Transportation Commission policy mandates that employees of the Department shall not accept any benefit, gift, or favor from any person doing business with or who, reasonably speaking, may do business with the Department under this agreement. The only exceptions allowed are ordinary business lunches and items that have received the advanced written approval of the Department's Executive Director.

B. Any person doing business with or who reasonably speaking may do business with the Department under this agreement may not make any offer of benefits, gifts, or favors to Department employees, except as mentioned here above. Failure on the part of the Subgrantee to adhere to this policy may result in termination of this agreement.

ARTICLE 16. NONCOLLUSION

The Subgrantee warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Subgrantee, to solicit or secure this agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this agreement. If the Subgrantee breaches or violates this warranty, the Department shall have the right to annul this agreement without liability or, in its discretion, to deduct from the agreement price or consideration, or otherwise recover the full amount of such fee, commission, brokerage fee, contingent fee, or gift.

ARTICLE 17. CONFLICT OF INTEREST

The Subgrantee represents that it or its employees have no conflict of interest that would in any way interfere with its or its employees' performance or which in any way conflicts with the interests of the Department. The Subgrantee shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the Department's interests.

ARTICLE 18. SUBGRANTEE'S RESOURCES

A. The Subgrantee certifies that it presently has adequate qualified personnel in its employment to perform the work required under this agreement, or will be able to obtain such personnel from sources other than the Department.

B. All employees of the Subgrantee shall have the knowledge and experience that will enable them to perform the duties assigned to them. Any employee of the Subgrantee who, in the opinion of the Department, is incompetent or whose conduct becomes detrimental to the work, shall immediately be removed from association with the project.

C. Unless otherwise specified, the Subgrantee shall furnish all equipment, materials, supplies, and other resources required to perform the work.

ARTICLE 19. PROCUREMENT AND PROPERTY MANAGEMENT

The Subgrantee shall establish and administer a system to procure, control, protect, preserve, use, maintain, and dispose of any property furnished to it by the Department or purchased pursuant to this agreement in accordance with its own procurement and property management procedures, provided that the procedures are not in conflict with (1) the Department's

procurement and property management standards and (2) the federal procurement and property management standards provided by:

A. 49 CFR, Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," or

B. 49 CFR, Part 19 (OMB Circular A-110), "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations."

ARTICLE 20. OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Upon completion or termination of this Grant Agreement, whether for cause or at the convenience of the parties, all finished or unfinished documents, data, studies, surveys, reports, maps, drawings, models, photographs, etc. prepared by the Subgrantee, and equipment and supplies purchased with grant funds shall, at the option of the Department, become the property of the Department. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the Department without restriction or limitation of their further use.

A. Intellectual property consists of copyrights, patents, and any other form of intellectual property rights covering any databases, software, inventions, training manuals, systems design, or other proprietary information in any form or medium.

B. All rights to Department. The Department shall own all of the rights (including copyrights, copyright applications, copyright renewals, and copyright extensions), title and interests in and to all data, and other information developed under this contract and versions thereof unless otherwise agreed to in writing that there will be joint ownership.

C. All rights to Subgrantee. Classes and materials initially developed by the Subgrantee without any type of funding or resource assistance from the Department remain the Subgrantee's intellectual property. For these classes and materials, the Department payment is limited to payment for attendance at classes.

ARTICLE 21. SUCCESSORS AND ASSIGNS

The Department and the Subgrantee each binds itself, its successors, executors, assigns, and administrators to the other party to this agreement and to the successors, executors, assigns, and administrators of the other party in respect to all covenants of this agreement. The Subgrantee shall not assign, sublet, or transfer interest and obligations in this agreement without written consent of the Department through *eGrants.*

ARTICLE 22. CIVIL RIGHTS COMPLIANCE

A. Compliance with regulations: The Subgrantee shall comply with the regulations relative to nondiscrimination in federally-assisted programs of the USDOT: 49 CFR, Part 21; 23 CFR, Part 200; and 41 CFR, Parts 60-74, as they may be amended periodically (called the "Regulations"). The Subgrantee agrees to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented by the U.S. Department of Labor regulations (41 CFR, Part 60).

B. Nondiscrimination: The Subgrantee, with regard to the work performed during the period of

this agreement, shall not discriminate on the grounds of race, color, sex, national origin, age, religion, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

C. Solicitations for subcontracts, including procurement of materials and equipment: In all solicitations either by competitive bidding or negotiation made by the Subgrantee for work to be performed under a subcontract, including procurements of materials and leases of equipment, each potential subcontractor or supplier shall be notified by the Subgrantee of the Subgrantee's obligations under this agreement and the regulations relative to nondiscrimination on the grounds of race, color, sex, national origin, age, religion, or disability.

D. Information and reports: The Subgrantee shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department or the USDOT to be pertinent to ascertain compliance with the Regulations or directives. Where any information required of the Subgrantee is in the exclusive possession of another who fails or refuses to furnish this information, the Subgrantee shall certify that to the Department or the USDOT, whichever is appropriate, and shall set forth what efforts the Subgrantee has made to obtain the requested information.

E. Sanctions for noncompliance: In the event of the Subgrantee's noncompliance with the nondiscrimination provision of this agreement, the Department shall impose such sanctions as it or the USDOT may determine to be appropriate.

F. Incorporation of provisions: The Subgrantee shall include the provisions of paragraphs A. through E. in every subcontract, including procurements of materials and leases of equipment, unless exempt by the regulations or directives. The Subgrantee shall take any action with respect to any subcontract or procurement that the Department may direct as a means of enforcing those provisions, including sanctions for noncompliance. However, in the event a Subgrantee becomes involved in, or is threatened with litigation with a subcontractor or supplier as a result of such direction, the Subgrantee may request the Department to enter into litigation to protect the interests of the state; and in addition, the Subgrantee may request the United States to enter into such litigation to protect the interests of the United States.

ARTICLE 23. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM

A. The parties shall comply with the DBE Program requirements established in 49 CFR Part 26.

B. The Subgrantee shall adopt, in its totality, the Department's federally approved DBE program.

C. The Subgrantee shall set an appropriate DBE goal consistent with the Department's DBE guidelines and in consideration of the local market, project size, and nature of the goods or services to be acquired. The Subgrantee shall have final decision-making authority regarding the DBE goal and shall be responsible for documenting its actions.

D. The Subgrantee shall follow all other parts of the Department's DBE program referenced in TxDOT Form 2395, Memorandum of Understanding Regarding the Adoption of the Texas

Department of Transportation's Federally-Approved Disadvantaged Business Enterprise by Entity and attachments found at web address http://txdot.gov/business/business_outreach/mou.htm.

E. The Subgrantee shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any USDOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Subgrantee shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of USDOT-assisted contracts. The Department's DBE program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the Subgrantee of its failure to carry out its approved program, the Department may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

F. Each contract the Subgrantee signs with a contractor (and each subcontract the prime contractor signs with a sub-contractor) must include the following assurance: *The contractor, sub-recipient, or sub-contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this agreement, which may result in the termination of this agreement or such other remedy as the recipient deems appropriate.*

ARTICLE 24. DEBARMENT AND SUSPENSION

A. The Subgrantee certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency;

2. Have not within the three (3) year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local public transaction or contract under a public transaction; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in paragraph A. 2. of this Article; and

4. Have not, within the three (3) year period preceding this agreement, had one or more federal, state, or local public transactions terminated for cause or default.

B. Where the Subgrantee is unable to certify to any of the statements in this Article, the Subgrantee shall attach an explanation to this agreement.

C. The Subgrantee is prohibited from making any award or permitting any award at any tier to any party which is debarred or suspended or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension." By executing this agreement, the Subgrantee certifies that it is not currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549 and further certifies that it will not do business with any party that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549.

D. The Subgrantee shall require any party to a subcontract or purchase order awarded under this Grant Agreement to certify its eligibility to receive federal grant funds, and, when requested by the Department, to furnish a copy of the certification.

ARTICLE 25. LOBBYING CERTIFICATION

In executing this agreement, each signatory certifies to the best of that signatory's knowledge and belief that:

A. No federally appropriated funds have been paid or will be paid by or on behalf of the Subgrantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the party to this agreement shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The Subgrantee shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE 26. CHILD SUPPORT CERTIFICATION

Under Section 231.006, Texas Family Code, the Subgrantee certifies that the individual or business entity named in this agreement is not ineligible to receive the specified grant, loan, or payment and acknowledges that this agreement may be terminated and payment may be withheld if this certification is inaccurate. If the above certification is shown to be false, the Subgrantee is liable to the state for attorney's fees and any other damages provided by law or the agreement. A child support obligor or business entity ineligible to receive payments because of a payment delinquency of more than thirty (30) days remains ineligible until: all arrearages have been paid; the obligor is in compliance with a written repayment agreement

or court order as to any existing delinquency; or the court of continuing jurisdiction over the child support order has granted the obligor an exemption from Subsection (a) of Section 231.006, Texas Family Code, as part of a court-supervised effort to improve earnings and child support payments.

ARTICLE 27. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT REQUIREMENTS

A. Any recipient of funds under this agreement agrees to comply with the Federal Funding Accountability and Transparency Act and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

B. The Subgrantee agrees that it shall:

1. Obtain and provide to the State a Central Contracting Registry (CCR) number (Federal Acquisition Regulation, Part 4, Sub-part 4.1100) if this award provides for more than $25,000 in Federal funding. The CCR number may be obtained by visiting the CCR web-site whose address is: https://www.bpn.gov/ccr/default.aspx;

2. Obtain and provide to the State a Data Universal Numbering System (DUNS) number, a unique nine-character number that allows the Federal government to track the distribution of federal money. The DUNS number may be requested free of charge for all businesses and entities required to do so by visiting the Dun & Bradstreet (D&B) on-line registration website http://fedgov.dnb.com/webform; and

3. Report the total compensation and names of its top five (5) executives to the State if:

   i. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25,000,000; and

   ii. The compensation information is not already available through reporting to the U.S. Securities and Exchange Commission.

ARTICLE 28. SINGLE AUDIT REPORT

A. The parties shall comply with the requirements of the Single Audit Act of 1984, P.L. 98-502, ensuring that the single audit report includes the coverage stipulated in OMB Circular A-133.

B. If threshold expenditures of $500,000 or more are met during the Subgrantee's fiscal year, the Subgrantee must submit a Single Audit Report and Management Letter (if applicable) to TxDOT's Audit Office, 125 East 11th Street, Austin, TX 78701 or contact TxDOT's Audit Office at http://www.txdot.gov/contact_us/audit.htm.

C. If expenditures are less than $500,000 during the Subgrantee's fiscal year, the Subgrantee must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $500,000 expenditure threshold and therefore, are not required to have a single audit performed for FY _____."

D. For each year the project remains open for federal funding expenditures, the Subgrantee

will be responsible for filing a report or statement as described above. The required annual filing shall extend throughout the life of the agreement, unless otherwise amended or the project has been formally closed out and no charges have been incurred within the current fiscal year.

ARTICLE 29. BUY AMERICA ACT

The Subgrantee will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

ARTICLE 30. RESTRICTION ON STATE LOBBYING

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

ARTICLE 31. NONGOVERNMENTAL ENTITY'S PUBLIC INFORMATION

[This article applies only to non-profit entities]

The Subgrantee is required to make any information created or exchanged with the Department pursuant to this Grant Agreement and not otherwise excepted from disclosure under the Texas Public Information Act, available in a format that is accessible by the public at no additional charge to the Department. [SB-1368, 83rd Texas Legislature, Regular Session, Effective 9/1/13]

RESPONSIBILITIES OF THE SUBGRANTEE

A. Carry out all performance measures established in the grant, including fulfilling the law enforcement objectives by implementing the Operational Plan contained in this Grant Agreement.

B. Submit all required reports to the Department (TxDOT) fully completed with the most current information, and within the required times, as defined in Article 3 and Article 7 of the General Terms and Conditions of this Grant Agreement. This includes reporting to the Department on progress, achievements, and problems in monthly Performance Reports and attaching necessary source documentation to support all costs claimed in Requests for Reimbursement (RFR).

C. Attend Department-approved grant management training.

D. Attend meetings according to the following:
1. The Department will arrange for meetings with the Subgrantee to present status of activities and to discuss problems and the schedule for the following quarter's work.
2. The project director or other appropriate qualified persons will be available to represent the Subgrantee at meetings requested by the Department.

E. Support grant enforcement efforts with public information and education (PI&E) activities. Salaries being claimed for PI&E activities must be included in the budget.

F. When applicable, all newly developed PI&E materials must be submitted to the Department for written approval, through the TxDOT Electronic Grants Management System (eGrants) system messaging, prior to final production. Refer to the Traffic Safety Program Manual regarding PI&E procedures.

G. For out of state travel expenses to be reimbursable, the Subgrantee must have obtained the written approval of the Department, through eGrants system messaging, prior to the beginning of the trip. Grant approval does not satisfy this requirement. For Department district-managed grants, the Subgrantee must have obtained written Department district approval, through eGrants system messaging, for travel and related expenses if outside of the district boundaries.

H. Maintain verification that all expenses, including wages or salaries, for which reimbursement is requested is for work exclusively related to this project.

I. Ensure that this grant will in no way supplant (replace) funds from other sources. Supplanting refers to the use of federal funds to support personnel or any activity already supported by local or state funds.

J. Ensure that each officer working on the STEP project will complete an officer's daily report form. The form should include at a minimum: name, date, badge or identification number, type of grant worked, grant site number, mileage (including starting and ending mileage),

hours worked, type of citation issued or arrest made, officer and supervisor signatures.

K. Ensure that no officer above the rank of Lieutenant (or equivalent title) will be reimbursed for enforcement duty, unless the Subgrantee received specific written authorization from the Department, through eGrants system messaging, prior to incurring costs.

L. Subgrantee may work additional STEP enforcement hours on holidays or special events not covered under the Operational Plan. However, additional work must be approved in writing by the Department, through eGrants system messaging, prior to enforcement. Additional hours must be reported in the Performance Report for the time period for which the additional hours were worked.

M. If an officer makes a STEP-related arrest during the shift, but does not complete the arrest before the shift is scheduled to end, the officer can continue working under the grant to complete that arrest.

N. Subgrantees with a traffic unit will utilize traffic personnel for this grant, unless such personnel are unavailable for assignment.

O. Prior to conducting speed enforcement, the Subgrantee must select and survey enforcement sites that comply with existing state mandated speed limits in accordance with the Texas Transportation Code, Sections 545.352 through 545.356.

P. Officers assigned to speed sites should be trained in the use of radar or laser speed measurement devices.

Q. The Subgrantee should have a safety belt use policy. If the Subgrantee does not have a safety belt use policy in place, a policy should be implemented, and a copy maintained for verification during the grant year.

R. Officers working DWI enforcement must be trained in the National Highway Traffic Safety Administration/International Association of Chiefs of Police Standardized Field Sobriety Testing (SFST). In the case of a first year subgrantee, the officers must be trained, or scheduled to be SFST trained, by the end of the grant year. For second or subsequent year grants, all officers working DWI enforcement must be SFST trained.

S. The Subgrantee should have a procedure in place for contacting and using drug recognition experts (DREs) when necessary.

T. The Subgrantee is encouraged to use the DWI On-line Reporting System available through the Buckle Up Texas Web site at www.buckleuptexas.com.

RESPONSIBILITIES OF THE DEPARTMENT

A. Monitor the Subgrantees compliance with the performance obligations and fiscal requirements of this Grant Agreement using appropriate and necessary monitoring and inspections, including but not limited to:

1. review of periodic reports
2. physical inspection of project records and supporting documentation
3. telephone conversations
4. e-mails and letters
5. quarterly review meetings
6. eGrants

B. Provide program management and technical assistance.

C. Attend appropriate meetings.

D. Reimburse the Subgrantee for all eligible costs as defined in the project budget. Requests for Reimbursement will be processed up to the maximum amount payable as indicated in the project budget.

E. Perform an administrative review of the project at the close of the grant period to:

1. Ascertain whether or not the project objectives were met
2. Review project accomplishments (performance measures completed, targets achieved)
3. Document any progress towards self-sufficiency
4. Account for any approved Program Income earned and expended
5. Identify exemplary performance or best practices

Goals & Strategies

Goal:	To increase effective enforcement and adjudication of traffic safety-related laws to reduce fatal and serious injury crashes
Strategies:	Increase enforcement of traffic safety-related laws.
	Increase public education and information campaigns.

Goal:	To increase occupant restraint use in all passenger vehicles and trucks
Strategy:	Increase enforcement of occupant protection laws.

X I agree to the above goals and strategies.

Law Enforcement Objective/Performance Measure

1. Number and type of citations/arrests to be issued during the CIOT Operation	
a. Safety Belt Citations	330
b. Child Safety Seat Citations	20
c. Increase the safety belt usage rate among drivers and front seat passengers, between pre & post survey results, by at least the following percentage points	10%
2. Total Number of Enforcement Hours	208
Step Indicator	2.52403846153846

Note:
Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a peace officer issue a specified or predetermined number of citations in pursuance of the Subgrantee's obligations hereunder.

In addition to the STEP enforcement activities, the subgrantee must maintain baseline non-STEP funded citation and arrest activity due to the prohibition of supplanting.

PI&E Objective/Performance Measure

1. Support Grant efforts with a public information and education (PI&E) program

a. Conduct a minimum of one (1) presentations	1
b. Conduct a minimum of two (2) media exposures (e.g. news conferences, news releases, and interviews)	2
c. Conduct a minimum of one (1) community events (e.g. health fairs, booths)	1
d. Distribute the following number of public information and education materials (if applicable)	0

Budget Summary

Budget Category		TxDOT	Match	Total
Category I - Labor Costs				
(100)	Salaries	$9,984.00	$0	$9,984.00
(200)	Fringe Benefits	$0	$0	$0
	Category I Sub-Total	$9,984.00	$0	
Category II - Other Direct Costs				
(300)	Travel	$0	$0	$0
(400)	Equipment	$0	$0	$0
(500)	Supplies	$0	$0	$0
(600)	Contractual Services	$0	$0	$0
(700)	Other Miscellaneous	$0	$0	$0
	Category II Sub-Total	$0	$0	$0
Total Direct Costs		$9,984.00	$0	$9,984.00
Category III - Indirect Costs				
(800)	Indirect Cost Rate	$0	$0	$0
Summary				
	Total Labor Costs	$9,984.00	$0	$9,984.00
	Total Direct Costs	$0	$0	$0
	Total Indirect Costs	$0	$0	$0
	Grand Total	$9,984.00	$0	$0.00
	Fund Sources (Percent Share)	100.00%	0.00%	

CIOT Operational Plan

X I agree to the following

Comments:

Site Description	Occupant Protection Jurisdiction Wide
Pre Surveys	April 29, 2014 - May 1, 2014
Pre-Media Efforts before Enforcement period	May 16, 2014 - May 18, 2014
Enforcement Period (Minimum # of enforcement days: 4) (day or nighttime)	May 19, 2014 - June 1, 2014
Post Surveys	June 2, 2014- June 4, 2014
Post-Media Efforts after Enforcement period	June 5, 2014- June 7, 2014
Reporting Period	June 8, 2014- July 7, 2014

Description of Activities

Pre-Surveys Prior to conducting any wave enforcement activity, agencies must conduct pre-observational surveys to establish safety belt usage rates.

The cities of Arlington, Austin, Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Lubbock, and San Antonio are scheduled to have their surveys conducted by the Texas Transportation Institute (TTI).

All other agencies must conduct their own pre-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at www.buckleuptexas.com. Click on the "Survey Tools" link.

Pre-Media Campaign Conduct local media events immediately before the enforcement effort to maximize the visibility of enforcement to the public. These media events tell the public when, where, how and why the safety belt laws are being enforced.

Enforcement Period Intensify enforcement through an overtime STEP that places primary emphasis on increasing the number of citations for non-use of occupant restraints during the peak holiday traffic.

Post-surveys Conduct post-observational surveys to determine safety belt usage. Measure the impact of the media/enforcement effort. The cities of Arlington, Austin,

Corpus Christi, Dallas, El Paso, Fort Worth, Garland, Houston, Lubbock, and San Antonio are scheduled to have their surveys conducted by the Texas Transportation Institute (TTI).

All other agencies must conduct their own post-observational surveys using the Texas Department of Transportation's (TxDOT) survey protocol and instructions that can be found at www.buckleuptexas.com. Click on the "Survey Tools" link.

Post-media Campaign	Conduct local media events to tell the public why the safety belt laws are important and the results of the wave.
Reporting Period	Agencies will submit a performance reportduring this time period.

Note: The Survey and Media dates above are to be used as a guide. Late grant execution may result in a subgrantee conducting pre-survey and pre-media activities at a later date.

These activities must occur prior to enforcement activities beginning.

The Post-media Campaign may begin immediately after the post observational surveys are conducted.

Regular City Council Meeting **6. 3.**

Meeting Date: 05/22/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014-O0075 Amendment 27 amending the FY 2013-14 Budget for municipal purposes respecting the FY 2013-14 Master Lease; the Water Operating Fund; and the Solid Waste Operating Fund; providing for filing; and providing for a savings clause.

Item Summary

On May 8, 2014, the City Council approved the first reading of the ordinance.

Amend the FY 2013-14 Vehicle Purchase Master Lease by decreasing the approved Master Lease for the Solid Waste Fund by $30,000; and the Water Fund by $246,000, for a total decrease in the approved Vehicle Master Lease of $276,000, from $11,725,577 to $11,449,577.

Amend the FY 2013-14 Water Operating Budget by increasing the appropriation by $230,400, from $78,140,984 to $78,371,384, for the acquisition of vehicles that were included on the Master Lease in the FY 2013-14 budget.

Amend the FY 2013-14 Solid Waste Fund Operating Budget by increasing the appropriation by $61,181, from $21,933,056 to $21,994,237, for the acquisition of a Hydro Seeder that was included on the Master Lease in the FY 2013-14 budget.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Ordinance 27

Budget Detail

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE FY 2013-14 MASTER LEASE; THE WATER OPERATING FUND; AND THE SOLID WASTE OPERATING FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #27) for municipal purposes, as follows:

I. Amend the FY 2013-14 Vehicle Purchase Master Lease by decreasing the approved Master Lease for the Solid Waste Fund by $30,000; and the Water Fund by $246,000, for a total decrease in the approved Vehicle Master Lease of $276,000, from $11,725,577 to $11,449,577.

II. Amend the FY 2013-14 Water Operating Budget by increasing the appropriation by $230,400, $78,140,984 to $78,371,384, for the acquisition of vehicles that were included on the Master Lease in the FY 2013-14 budget.

III. Amend the FY 2013-14 Solid Waste Fund Operating Budget by increasing the appropriation by $61,181.25, from $21,933,056 to $21,994,237, for the acquisition of a Hydro Seeder that was included on the Master Lease in the FY 2013-14 budget.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on_____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend27.ord
April 24, 2014

Capital Project
Budget Detail
Budget Amendments
May 8, 2014

Fund No.	221
Fund Name	Water Fund

	Appropriation	Utilization of Net Assets
FY 2013-14 Appropriation Amount	$ 77,388,984	-
2 pickups for Cons. And Educ. Dept (BA #4)	60,000	60,000
Change funding source from master lease to cash on 6 vehicles/equipment (BA #15)	692,000	692,000
Subtotal	78,140,984	752,000
Proposed Amendment		
Change funding source from master lease to cash on remainder of vehicles/equipment	230,400	230,400
Total Proposed Appropriation	$ 78,371,384	982,400

Capital Project
Budget Detail
Budget Amendments
May 8, 2014

Fund No.	241
Fund Name	Solid Waste Fund

	Appropriation	Utilization of Net Assets
FY 2013-14 Appropriation Amount	$ 21,933,056	2,379,529
Proposed Amendment		
Change funding source from master lease to cash for Hydro Seeder	61,181	61,181
Total Proposed Appropriation	$ 21,994,237	2,440,710

Capital Project
Master Lease Detail
Budget Amendments
May 8, 2014

	Appropriation
FY 2013-14 Approved Vehicle Purchase Master Lease	$ 12,363,577
Water - Budget Amendment No. 15	(638,000)
Subtotal	11,725,577
Proposed Amendment	
Water Fund - Remainder of Equipment/Vehicles	(246,000)
Solid Waste Fund - Hydro Seeder	(30,000)
Total Proposed Appropriation	$ 11,449,577

Regular City Council Meeting **6. 4.**

Meeting Date: 05/22/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 28 amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); to accept and appropriate additional funding from the TDHCA for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.

Item Summary

I. Accept and appropriate an additional $265,622 from the TDHCA for the CSBG, for a total grant appropriation of $366,059.

II. Accept and appropriate an additional $220,613 from the TDHCA for the CEAP, for a total grant appropriation of $1,107,049.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 28

Grant Detail - CSBG

Grant Detail - CEAP

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA) FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG); AND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE TDHCA FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM (CEAP) GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #28) for municipal purposes, as follows:

I. Accept and appropriate an additional $265,622 from the TDHCA for the CSBG, for a total grant appropriation of $366,059.

II. Accept and appropriate an additional $220,613 from the TDHCA for the CEAP, for a total grant appropriation of $1,107,049.

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
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend28.ord
May 9, 2014

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
May 22, 2014

Administrative Information:

City Assigned Grant Number:	82053
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2014-12/31/2014
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	1/23/2014
Original Appropriation-Budget Ordinance:	2014-O0016
Original Grant Acceptance-Resolution:	2014-R0043

Personnel Information:

No. of full-time positions funded w/ grant: 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
Program Specialist	$ 40,185	22,144	22,985	39,344	-
Assistant Director	68,910	30,107	9,784	89,233	-
Administrative Assistant	24,128	17,441	10,150	31,419	-
CD Director & Citibus Liaison	89,294	35,740	6,203	118,831	-
CD Contract Coordinator	55,931	27,207	15,240	67,898	-
Total	$ 278,448	132,639	64,362	346,725	-

Budget Information:

Grant Amendment Detail	2/13/2014 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 19,477	43,023	62,500
Benefits	9,661	21,339	31,000
Travel	467	1,033	1,500
Supplies	2,244	4,956	7,200
Other	1,714	3,786	5,500
Indirect Cost	3,116	6,884	10,000
Contractual			
Catholic Charities, Diocese of Lubbock	55,967	167,392	223,359
Lutheran Social Services CEAP Ops	7,791	17209	25,000
Total Amendment	$ 100,437	$ 265,622	366,059

City of Lubbock, TX
Grant Amendment
Existing Grant - Budget Detail
May 22, 2014

Administrative Information:

City Assigned Grant Number:	82054
Grant Name:	Comprehensive Energy Assistance Program
Grant Effective Date:	1/1/2014-12/31/2014
Grant Provider/Agency:	Texas Department of Housing and Community Affairs
Original Appropriation Date:	2/13/2014
Original Appropriation-Budget Ordinance:	2014-O0019
Original Grant Acceptance-Resolution:	2014-R0061

Personnel Information:

No. of full-time positions funded w/ grant: 1

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant	General Fund
CD Contract Coordinator	55,931	25,270	2,142	79,059	-
Total	$ 55,931	25,270	2,142	79,059	-

Budget Information:

Grant Amendment Detail	2/27/2014 Award Amount	Amendment Amount	Total Award Amount
Salaries	$ 18,200	1,455	19,655
Benefits	8,850	687	9,537
Travel	1,200	-	1,200
ComDev Household Crisis H/C	75,000	-	75,000
Lutheran Social Services			
Household Crisis Utility Assistance	125,000	-	125,000
Utility Assistance Component	563,516	190,278	753,794
Admin and Operations	94,670	28,193	122,863
Total Amendment	$ 886,436	$ 220,613	1,107,049

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

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute a Consent to Assignment and Assumption of Tax Abatement Agreement, approving the transfer and assignment to O'Reilly Auto Enterprises, LLC. of the Tax Abatement Agreement dated March 13, 2008, between the City of Lubbock and Ozark Automotive Distributors, Inc., and amended on July 11, 2013.

Item Summary

The City Council approved a tax abatement agreement with Ozark Automotive Distributors, Inc. dated March 13, 2008. The Agreement was amended on July 11, 2013. The company was then restructured and the interest in the distribution center was assigned to O'Reilly Auto Enterprises effective January 1, 2014.

In accordance with the tax abatement contract, the City Council must approve the assignment of the agreement in order for the tax abatement to transfer to the new owner. Approval of this item fulfils that requirement.

Fiscal Impact

None.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution

Assignment Agreement

RESOLUTION

WHEREAS, by Resolution No. 2008-R0087, the City Council of the City of Lubbock approved a tax abatement Agreement dated March 13, 2008, between the City of Lubbock and Ozark Automotive Distributors, Inc., and by Resolution No. 2013-R0222, dated July 11, 2013, said Agreement was amended. Copy of said Agreement and Amendment are attached hereto and incorporated in this resolution as if fully set forth; and

WHEREAS, Ozark Automotive Distributors, Inc. desires to assign the tax abatement Agreement to O'Reilly Auto Enterprises, LLC; NOW THEREFORE,

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Assignment to transfer and assign to O'Reilly Auto Enterprises, LLC, that certain tax abatement Agreement dated March 13, 2008, as amended July 11, 2013, between the City of Lubbock and Ozark Automotive Distributors, Inc. Said Assignment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

LLC:lc/ City Att / Linda / RES- Assignment-Ozark Automotive Dist
March 25, 2014

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

ASSIGNMENT

KNOW ALL MEN BY THESE PRESENTS THAT Ozark Automotive Distributors, Inc., ("Assignor"), has this day and does by these presents transfer and assign to O'Reilly Auto Enterprises, LLC, that certain tax abatement Agreement between the CITY OF LUBBOCK, TEXAS and OZARK AUTOMOTIVE DISTRIBUTORS, Inc. dated March 13, 2008, and amended July 11, 2013, a copy of which Agreement and Amendment are attached hereto and are incorporated herein by reference.

O'REILLY AUTO ENTERPRISES, LLC, hereby assumes all of the obligations of the Assignor under the attached Agreement. This Assignment shall be effective upon approval by the City Council of the City of Lubbock, Texas and the execution by the Mayor thereof.

Passed by the City Council on _____, 2014.

OZARK AUTOMOTIVE DISTRIBUTORS, INC.

By: Scott Kraus, Vice President

ATTEST:

Corporate Secretary

O'REILLY AUTO ENTERPRISES, LLC

By: Scott Kraus, Vice President

ATTEST:

Assistant Secretary

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock,
Executive Director of Budget

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

LC: city att/Linda/ Assignment- Ozark Automotive Dist.
March 25, 2014

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

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 11895, an agreement for Professional Engineering Services with Parkhill, Smith & Cooper, Inc. for the design of the North University Streetscape Enhancement Project.

Item Summary

The North University Avenue Enhancement Project was approved in the 1999 and 2004 Bond Election. The vision of implementing an enhancement project on University Avenue from 4th Street to the Jim Bertram Canyon Lakes Systems was first identified in 1998 by the Citizens Advisory Committee. The committee designated $500,000 for matching grant opportunities to be used on a North University enhancement project. The enhancement was approved by the City Council and approved by the citizens of Lubbock through a bond election. The City submitted a proposal to TxDOT for a TEA-21 Enhancement Grant in 2001, but was unsuccessful. The City Council decided to use the $500,000 to provide a gateway into North Lubbock and initiate a portion of the North University Avenue enhancement effort. The Gateway Plaza, the gateway to North Lubbock, was completed in 2005.

An Advanced Funding Agreement with the TXDOT for Phase 2 of the North University Avenue Enhancement Project was approved by City Council April 4, 2014. The Advanced Funding Agreement provides federal matching funds for the construction of decorative sidewalk, lighting improvements and benches on North University from U.S. 82 (Marsha Sharp Freeway) to Amherst Street in Lubbock.

This contract with Parkhill, Smith, & Cooper, Inc. is for the design of Phase Two of the North University Enhancement Project which includes improvements enhancing the look of the corridor. The improvements will include decorative sidewalks, benches, and lighting which will provide an improvement to both the accessibility and pedestrian elements. Phase Two will begin at the Marsha Sharp Freeway and end at Amherst Street.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Fiscal Impact

$1,250,000 is appropriated in Capital Improvement Project 90095, North University Enhancement Project, with $58,779 available for this purpose.

Staff/Board Recommending

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

Attachments

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Professional Services Contract, by and between the City of Lubbock and Parkhill, Smith & Cooper, Inc., for professional services related to the North University Streetscape Improvement Project, and all 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 Council.

Executed by the City Council this _____ day of _____ 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Richard K. Casner, Natural Resources and Utility Attorney

rc:Res.Prof Srvs Agrmnt-Parkhill,Smith&Cooper
5.6.14

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), effective as of the 22 day of May, 2014 (the "Effective Date"), is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Parkhill, Smith & Cooper, Inc. ("ENGINEER"), a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the North University Streetscape Improvement Project (the "Activities" or "Project"); and

WHEREAS, ENGINEER has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and Engineer to be a fair and reasonable price; and

WHEREAS, the City desires to contract with ENGINEER to provide professional engineering services related to the Activities and Engineer desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the City and ENGINEER hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of four (4) calendar months, as set forth in Exhibit "A", attached to and made a part of this Agreement for all purposes. If the Engineer determines that additional time is required to complete the Services, the City Engineer, may , but is not obligated to, in his discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. Engineer shall conduct all activities and within such timeframes as set forth on Exhibit "A", attached hereto (the "Services").

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "A", an amount to not exceed $59,000.00, said amount based, in part, on the Basis of Fee, as provided in Exhibit "B" and the hourly rates, as provided in Exhibit "C".

ARTICLE III. TERMINATION

A. General. City may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to ENGINEER. In the event this Agreement is so terminated, the City shall only pay Engineer for services actually performed by Engineer up to the date Engineer is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event ENGINEER breaches any term and/or provision of this Contract, the City shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ENGINEER is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. ENGINEER has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms thereof.

D. Engineer. ENGINEER maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. ENGINEER will and shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional engineering services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional engineering services, as contemplated hereby.

F. Use of Copyrighted Material. ENGINEER warrants that any materials provided by ENGINEER for use by City pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following: Professional Engineering Services related to the Services, as provided in Exhibit "A", "Services to be Provided by Consultant".

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and City agree that ENGINEER shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. ENGINEER has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Services under this Agreement, Engineer and Engineer's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $1,000,000

Automobile Liability:

Combined Single Limit for any auto: $1,000,000 Per Occurrence

Engineer shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for Engineer, protecting City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Engineer shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, Engineer fails to maintain the required insurance in full force and effect, Engineer shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at Engineer's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Sub-consultants. ENGINEER is at all times responsible to City to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by ENGINEER shall be

required by ENGINEER to carry, for the protection and benefit of the City and ENGINEER and naming said third parties as additional insureds, insurance as described above required to be carried by ENGINEER in this Contract.

ENGINEER represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

ENGINEER shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ENGINEER shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ENGINEER to City or City to ENGINEER is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. ENGINEER 's Address. ENGINEER 's address and numbers for the purposes of notice are:

Parkhill, Smith & Cooper, Inc.
Attn: Kyle Jackson, P.E.
4222 85th St.
Lubbock, Texas 79423
Telephone: (806) 473-2200
Facsimile: (806) 473-3500

C. City's Address. The City's address and numbers for the purposes of notice are:

City of Lubbock
Attn: Neil Welch
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775 – 2606
Facsimile: (806) 775 – 3074

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish ENGINEER non-confidential studies, reports and other available data in the possession of the City pertinent to ENGINEER's Services, so long as City is entitled to rely on such studies, reports and other data for the performance of ENGINEER's Services under this Contract (the "Provided Data"). ENGINEER shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. ENGINEER shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, ENGINEER's books and records with respect to this Contract between ENGINEER and City.

C. Records. ENGINEER shall maintain records that are necessary to substantiate the services provided by ENGINEER.

D. Assignability. ENGINEER may not assign this Contract without the prior written approval of the City.

E. Successor and Assigns. This Contract binds and inures to the benefit of the City and ENGINEER, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of ENGINEER, its permitted successors and assigns.

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by ENGINEER and City.

I. Entire Agreement. This Contract, including Exhibits "A" through "F" attached hereto, contains the entire Contract between the City and ENGINEER, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between ENGINEER and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by ENGINEER as part of the Services hereunder, shall become the property of the City when ENGINEER has been compensated as set forth in Article II, above. The ENGINEER shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either City or ENGINEER of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and ENGINEER.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

L. Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:

Richard Casner, Natural Resources & Utilities Attorney

Parkhill, Smith & Cooper, INC.

By:

Name: Edwin E Davis P.E.

Title: Principal

EXHIBIT A

SERVICES TO BE PROVIDED BY CONSULTANT FOR
North University Streetscape Improvements
University Avenue from 3RD Street to US HWY 84
In Lubbock, Texas

The work to be performed under this contract by Parkhill, Smith & Cooper, Inc. (PSC), hereinafter referred to as CONSULTANT, will consist of the following services for the City of Lubbock, Texas (hereinafter referred to as the CLIENT):

SUMMARY OF SERVICES

Preliminary engineering and schematic design; public involvement (as needed); individual discussion with property owners (as needed); construction drawings, specifications and final opinion of probable cost (OPC); and coordination with Texas Department of Licensing and CLIENT, for the design of streetscape improvements along the project corridor.

PROJECT DESCRIPTION

The Project Corridor is defined as the area along University Avenue, within the Public Right-of-Way and between 3rd Street and US-Highway 84, in Lubbock, Texas.

GENERAL PROJECT OVERVIEW

The existing section of University Avenue, within the project corridor, has inconsistent sidewalk patterns, much of which is damaged, inadequate, does not comply with ADA requirements, and is aesthetically displeasing. CLIENT wishes to improve the streetscape by implementing a decorative-patterned sidewalk, and other possible streetscape improvements to bring the facilities within compliance and enhance the corridor.

DESIGN PHASE SERVICES

CONSULTANT shall designate a Project Manager (PM), licensed to practice engineering in the State of Texas, to be responsible for the overall project development, deliverable construction documents, and successful prosecution of the contract bidding and award process.

CONSULTANT shall identify design alternatives and constraints and produce a preliminary-level schematic with which to conduct a project kick-off meeting with the CITY. During this meeting additional potential alternatives and constraints will be explored. Also to be established will be a preliminary plan for project development, including but not limited to the following: design criteria, stakeholders, stakeholder meetings and public involvement strategy; scheduling of deliverables; construction budgets and funding mechanisms; invoicing; and any special considerations.

CONSULTANT'S Project Manager will be responsible for project oversight and the daily management of this

Project. Frequent and appropriate communications will be maintained between CONSULTANT, CLIENT, and other interested parties to expedite completion of the Project. This will involve routine correspondence through emails and phone calls as well as informal meetings involving stakeholders such as CLIENT, adjacent landowners and developers, and other firms working for CLIENT. For all meetings, CONSULTANT shall prepare a written agenda as well as meeting minutes for distribution.

If directed by CLIENT to conduct a public meeting, CONSULTANT shall schedule the venue and time, publish advance notices, and prepare all technical exhibits to be displayed for public meetings at the direction of CLIENT. CONSULTANT shall present and/or provide technical documentation for public and City Council meetings as directed by CLIENT. CONSULTANT, if directed by CLIENT, will be the principal contact for public/private inquiries regarding the project. CONSULTANT shall provide assistance when called upon by supplying CLIENT with the necessary data to support the public information program.

CONSULTANT shall conduct project site visits as necessary to photograph, document or visualize existing features and proposed improvements, gather additional or recent field data, meet stakeholders, and provide other services as directed by CLIENT. CLIENT has previously authorized and acquired a survey of the area and will provide survey to CONSULTANT.

SUE INVESTIGATION IS NOT INCLUDED IN THIS SCOPE

RIGHT-OF-WAY COORDINATION AND ACQUISITION IS NOT INCLUDED IN THIS SCOPE

UTILITY DESIGN AND RELOCATION IS NOT INCLUDED IN THIS SCOPE

CONSTRUCTION DOCUMENTS

The designs, drawings, details, and notes comprising the construction documents for the North University Streetscape project shall be developed in accordance with the latest requirements, standards, manuals, and policies of the City of Lubbock and Texas Department of Licensing and Regulation, as they pertain to the Americans with Disabilities Act, or other disability regulations, rules, ordinances, and policies. Where applicable, reference shall be made to additional publications as necessary. Bid items and specifications shall originate from the City of Lubbock's library of standards and TxDOT's 2004 Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, or a combination of the two, as directed by CLIENT.

Construction Drawings: Construction drawings will be developed to demonstrate compliance with applicable regulations as well as layouts, special information, and quantities of items to be constructed. Drawings will include details for decorative sidewalk; sidewalk and ADA ramp improvements; and upgradable options for private development (e.g. future park benches, irrigation, and vegetation). CONSULTANT will develop plans with the input of CLIENT to best satisfy CLIENT's needs. Construction drawings will provide adequate dimensioning, callouts, and notes to adequately allow the Contractor to construct the improvements according to the plans.

Specifications: Specifications for construction bid items and reference items will be specially developed and/or compiled using the City and/or TxDOT databases. They shall provide comprehensive description of construction materials, construction methods, method of measurement, and method of payment.

Cost Estimates: The estimates of construction costs will be based on the plans at each milestone submittal. Preliminary estimates of quantities of major construction items will be determined and current unit prices applied to these quantities, escalated to allow for inflation during the development schedule, to determine the estimates of probable construction cost. For reference, the conceptual Opinion of Probable Cost that was provided for planning purposes is attached as Exhibit "F".

Erosion Control Plan: Erosion control standard details will be included in the plans to establish a minimum requirement for the Contractor to demonstrate compliance with applicable statutes, regulations, rules, ordinances and policies pertaining to water quality and stormwater regulations. An in-depth Erosion Control Plan WILL NOT be developed for this project.

DRAINAGE ANALYSIS AND DESIGN IS NOT A PART OF THIS SCOPE

Signing Layout sheets: An inventory of existing signs and details to replace with like signs (per the desire of CLIENT) will be included in the plans. A sign layout plan indicating new, or relocation of signs WILL NOT be included in the construction drawings.

PAVEMENT MARKING DESIGN IS NOT A PART OF THIS SCOPE

TRAFFIC SIGNAL DESIGN IS NOT A PART OF THIS SCOPE

Illumination sheets: An illumination plan will be provided with decorative light poles utilizing existing conduit and power sources. CONSULTANT will work with CLIENT to select a decorative pole and fixture that satisfies the desires of CLIENT.

Landscaping Design: At the direction of CLIENT, CONSULTANT will provide a landscaping plan, which utilizes "water smart" plants and can be implemented into the construction drawings or used as a master plan for future improvements.

Irrigation Design: At the direction of CLIENT, CONSULTANT will provide an irrigation plan to establish "water smart" plants described above. The irrigation plan, if developed, can be implemented into the construction drawings or used as a master plan for future improvements.

Traffic Control Plan Layouts: Traffic control standard details will be included in the plans to establish a minimum requirement for the Contractor to demonstrate compliance with the Manual on Uniform Traffic Control Devices and other applicable regulations. An in depth Traffic Control Plan WILL NOT be developed for this project.

Estimate of Construction Time: A construction timeline schedule will be prepared at the end of the design contract in Microsoft Project format for use by CLIENT, and incorporated in the bid documents to establish a schedule for Liquidated Damages.

Conceptual Plan: A conceptual plan for the Project is attached as Exhibits "E" and "F".

Bid Phase Services

CONSULTANT'S Project Manager will assign Task Leaders to be responsible for project oversight and the daily management of this Project. Frequent and appropriate communications will be maintained between CONSULTANT and CLIENT during the advertisement and award of the Project. CONSULTANT will assist

the CITY with bidding and make recommendations towards the awarding of the Project.

Deliverables

1) Design File submittal
   a) CONSULTANT shall provide to CLIENT all design files and applicable calculations.
2) Electronic Graphics Submittal
   a) CONSULTANT shall provide to CLIENT an electronic deliverable (CD-ROM) of all design documents for this project.
3) Design Schedule
   a) Upon receiving Notice To Proceed, CONSULTANT will attend kick-off meeting with CLIENT to establish a preliminary design schedule for the various submittals.
4) Submittals and Review Meetings
   a) Plans will be submitted for review (in schematic form) once they have been completed to a 30% level, and in accordance with the schedule established at the kick-off meeting.
   b) Plans will again be submitted (in plan-set form) once they've been completed to a 95% level, and in accordance with the schedule established at the kick-off meeting, or as adjusted in the 30% Review Meeting.
   c) Upon final review by CLIENT, and in accordance with the schedule established at the kick-off meeting, or as adjusted in the 95% Review Meeting, CONSULTANT will submit Final Bid Documents as described below. CONSULTANT will attend the 30% and 95% submittal review meetings. One (1) copy of the 30% schematic and four (4) copies of the 95% plans and specifications will be submitted to CLIENT. Comments and revisions requested at the review meetings shall be incorporated into the plans for the next submittal and filed with CONSULTANT'S QC/QA Program files.
5) Final Bid Documents (100%)
   a) CONSULTANT shall provide one set of full size 22" x 34" Mylar originals of the construction plans with a licensed professional engineer's seal on each sheet, and 4 sets of half size prints of the plans. CONSULTANT will also provide 4 sets of prints of the project bidding documents, signed and sealed by a licensed professional engineer.
   b) CONSULTANT will provide an electronic version, in PDF format, of the plans and bidding documents.

PARKHILL, SMITH & COOPER, INC.
EXHIBIT B: BASIS OF FEE (SUMMARY)

LOCATION CODE:	01
PROJECT NAME:	North University Streetscape Imp
JOB NO.:	Pending
TASK:	1DSN
DATE:	03/27/14
FEE TYPE:	Hourly Rate w/Max
PREPARED BY:	Jackson
PRINCIPAL:	Hamilton
PROJ. MANAGER:	Jackson
OVERHEAD RATE:	0.00%
PROFIT ON LABOR:	0.00%
PROFIT ON REIMB:	10.00%
PROFIT ON DIRECTS:	0.00%

TOTAL FEE:	$58,779	LABOR:	$57,354
LABOR:	$57,354	DIRECTS:	$0
OVERHEAD:	$0	SUBTOTAL:	$57,354
REIMB. CONSULTANTS:	$0		
REIMB. EXPENSES:	$1,296	REIMB. FEE:	$1,425
DIRECT CONSULTANTS:	$0		
DIRECT EXPENSES:	$0	TOTAL FEE:	$58,779

LABOR BUDGETS:

CODE	DESCRIPTION	HOURS	COSTS
01	Firm Principal	4	$744
03	Engineer	67	$11,189
23	Landscape Architect	157	$19,939
07	Engineer-in-Training	16	$1,840
24	Landscape Intern	222	$19,314
14	CADD Operator	28	$2,352
18	Clerical	26	$1,976

EXHIBIT C: HOURLY RATE SCHEDULE

Parkhill, Smith & Cooper, Inc.
Current through End of Contract

January 1, 2014

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	$210.00
Civil & Structural	$205.00
Architect, Landscape & Interior	$194.00
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	$193.00
Civil & Structural	$186.00
Architect, Landscape & Interior	$164.00
PROFESSIONAL LEVEL V	
Mechanical & Electrical	$171.00
Civil & Structural	$167.00
Architect, Landscape & Interior	$152.00
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	$140.00
Civil & Structural	$137.00
Architect, Landscape & Interior	$127.00
Resident Project Representative	$127.00
Technologist	$123.00
PROFESSIONAL LEVEL III	
Mechanical & Electrical	$118.00
Civil & Structural	$115.00
Architect, Landscape & Interior	$107.00
Resident Project Representative	$107.00
Technologist	$107.00

Classification	Hourly Rate
PROFESSIONAL LEVEL II	
Mechanical & Electrical	$99.00
Civil & Structural	$98.00
Architect, Landscape & Interior	$95.00
Technologist	$95.00
Resident Project Representative	$95.00
Administrative	$95.00
PROFESSIONAL LEVEL I	$87.00
Intern	
Technologist	
Resident Project Representative	
Administrative	
SUPPORT STAFF III	$84.00
Technician	
CADD	
Project Assistant	
Administrative	
SUPPORT STAFF II	$76.00
Technician	
CADD	
Administrative Secretary	
Project Assistant EL	
Administrative	
SUPPORT STAFF I	$44.00
Student EL	
CADD EL	
Administrative EL	

Expenses

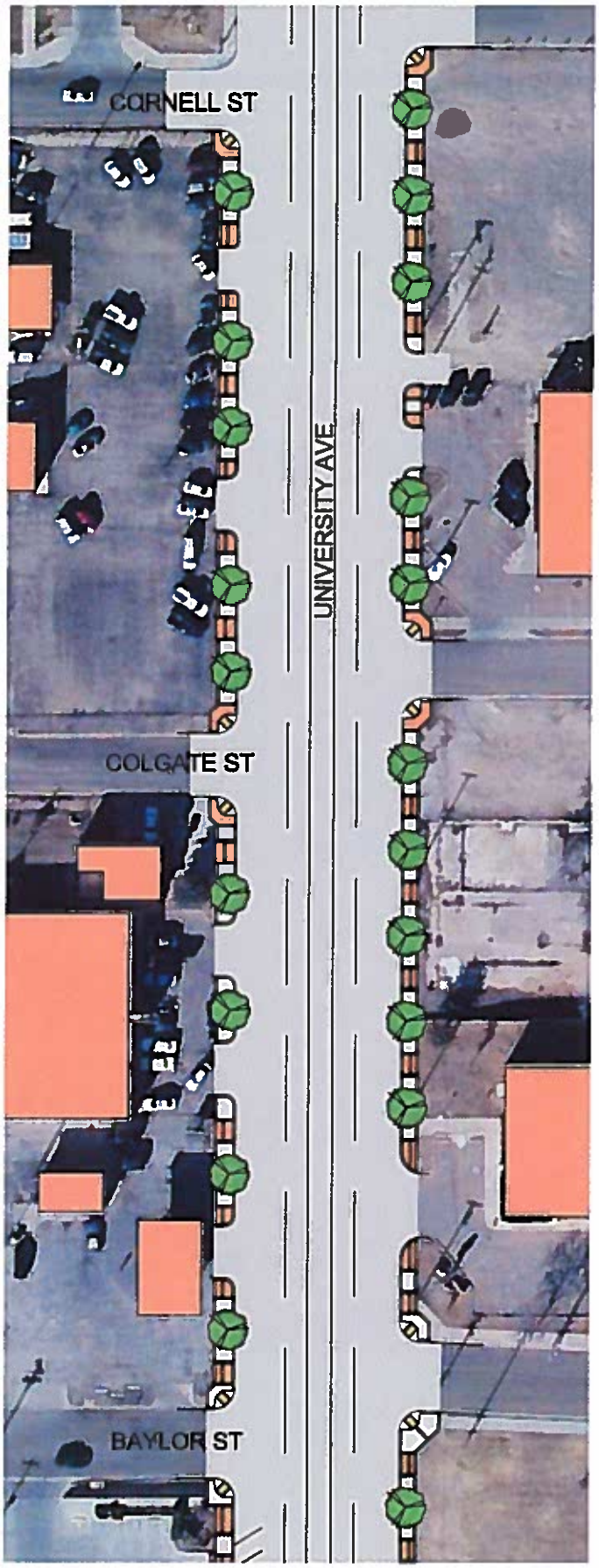
Reimbursement for expenses, as listed below, but not limited to, incurred in connection with the services, will be at cost plus fifteen percent for items such as:

1. Maps, photographs, postage, telephone, reproductions, printing, equipment rental, and special supplies related to the services.
2. Consultants, soils engineers, surveyors, contractors, and other outside services.
3. Rented vehicles, local public transportation and taxis, road toll fees, travel, and subsistence.
4. Special or job specific fees, insurance, permits, and licenses applicable to the work services.
5. Mileage at IRS approved rate.

Rate for professional staff for legal proceedings or as expert witnesses will be a rate one and one-half times the Hourly Rates specified above. Excise and gross receipts taxes, if any, will be added as an expense.

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2014 through December 31, 2014. After December 31, 2014, invoices will reflect the Schedule of Charges currently in effect.

Exhibit D:
Original Conceptual Plan
(October 2012)



CONCEPTUAL PLAN

Baylor St. to Cornell St.

city of lubbock TEXAS

NORTH

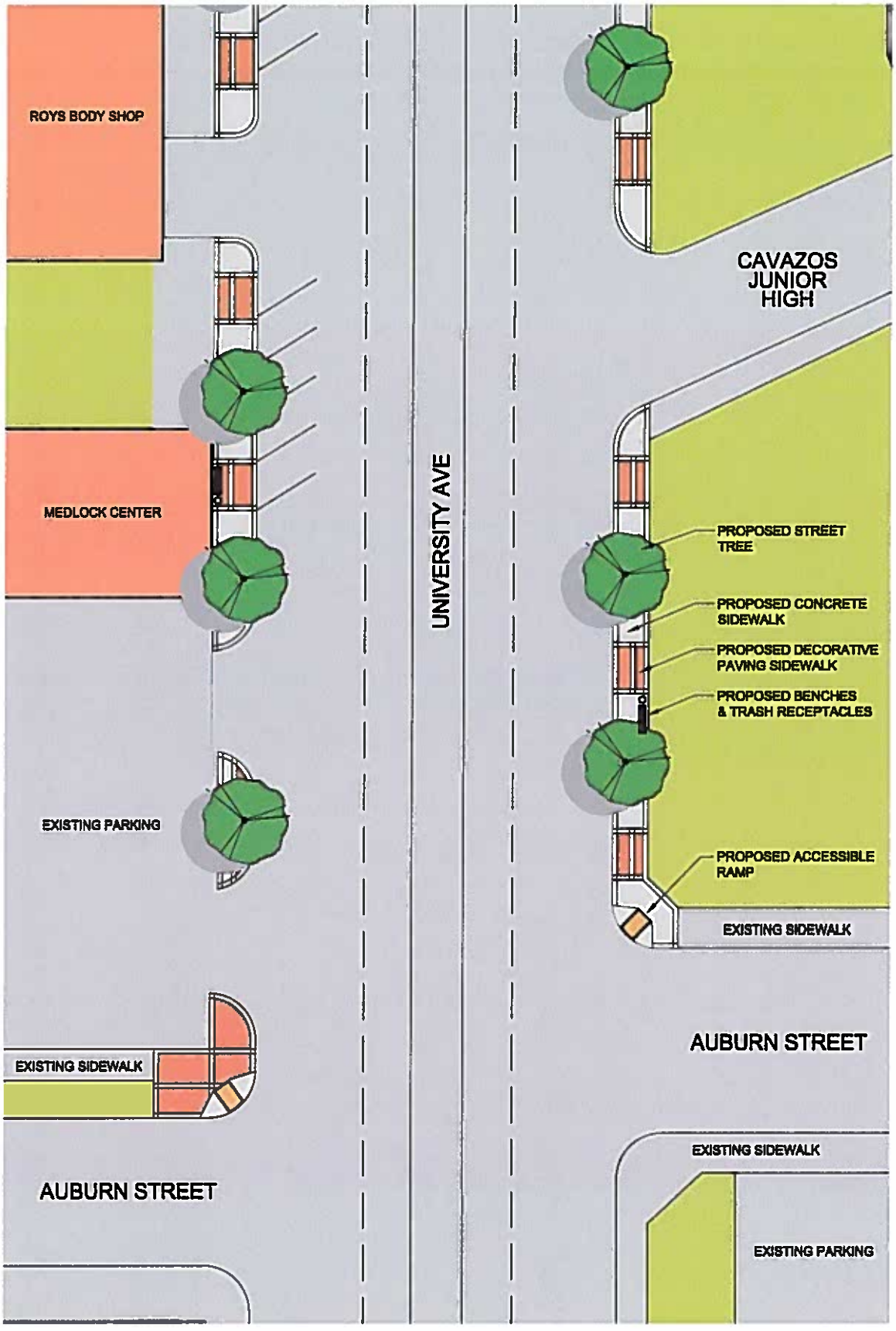


Exhibit E:
Original Conceptual Plan
(October 2012)

CONCEPTUAL PLAN

UNIVERSITY & AUBURN ST

city of lubbock TEXAS

NORTH

Exhibit F:
Original Opinion of Probable Cost based on Conceptual Plan
(For planning purposes only)

PARKHILLSMITH&COOPER

PSC

Opinion of Probable Cost - 10/31/12

City of Lubbock-North University Sidewalk Enhancements

Lubbock, Texas

PSC Job Number: 03.8786.12

ITEM DESCRIPTION	QUANTITY	UNIT	UNIT COSTS	EXTENDED COSTS
Infrastructure				
Demolition- (Sidewalks, Lightpoles, Curb/Gutter, etc)	1	LS	$165,000.00	$165,000.00
Irrigation Conduit (Future Use)	8200	LF	$5.50	$45,100.00
Electrical Service	1	LS	$105,000.00	$105,000.00
Electrical (Decorative Street Lights)	35	EA	$5,500.00	$192,500.00
Sitework				
New Concrete Sidewalk	32000	SF	$5.00	$160,000.00
New Decorative Concrete Sidewalk (Pavers or Stamped)	26000	SF	$10.00	$260,000.00
New Curb/Gutter	5400	LF	$22.00	$118,800.00
New 6' Decorative Bench	25	LS	$2,500.00	$62,500.00
New Trash Receptacle	25	LS	$900.00	$22,500.00
New Accessible Curb Ramps	43	LS	$2,500.00	$107,500.00
LANDSCAPING				
Planting (Trees, includes tree grates (Future use))	130	EA	$700.00	$91,000.00
Irrigation (Future Use)	1	LS	$25,000.00	$25,000.00

SUBTOTALS		$1,354,900.00
Area Multipliers	1.0	
Tax		$1,354,900.00
General Contractor Overhead	9%	$1,354,900.00 $121,941.00
General Contractor Profit	4.0%	$1,476,841.00 $59,073.64
Bond		$1,535,914.64
Contingency	10%	$1,535,914.64 $153,591.46
GRAND TOTAL		**$1,689,506.10**

City of Lubbock, TX
Capital Project
Project Cost Detail
May 22, 2014

Capital Project Number:	90095
Capital Project Name:	North Universtiy Enhancement Project

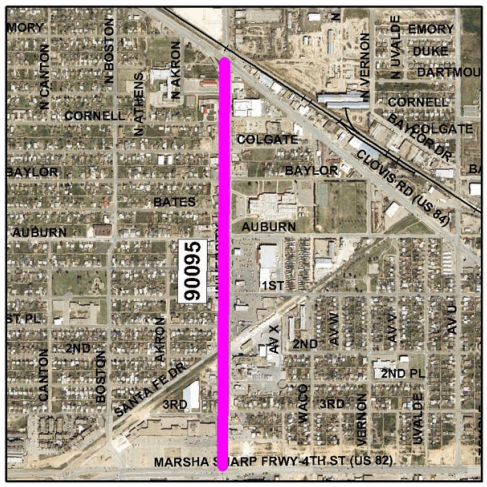
	Budget
Encumbered/Expended	
Phase 1 Design	$ 199,852
Phase 1 Construction	312,695
Advertising and Promotion	784
Staff	18,023
Misc postage	81
Advance Funding Agreement with TxDOT	584,652
Agenda Item May 22, 2014	
Design Contract with Parkhill Smith and Cooper	58,779
Encumbered/Expended To Date	1,174,866
Estimated Costs for Remaining Appropriation	
Construction	75,134
Remaining Appropriation	75,134
Total Appropriation	$ 1,250,000

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **Bond Election Project - 2004**

Project Status **Approved**



Project Scope

Construct street improvements on North University Avenue including drainage, curbs, gutters, landscaping, sidewalks, curb ramps, utility line relocation, traffic signalization, street lighting, and acquisition of land and right-of-ways.

Project Justification

Develop North University Avenue from the north frontage road of the Marsha Sharp Freeway to Clovis Road as a modern business district with the business façade colors, symbols, landscape, graphics, flags, and entry gateways reflecting an international Hispanic influence.

Project History

This project was approved in the 1999 and 2004 Bond Election. The vision of implementing an enhancement project on University Avenue from 4th Street to the Jim Bertram Canyon Lakes Systems was first identified in 1998 by the Citizens Advisory Committee. The committee designated $500,000 for matching grant opportunities to be used on a North University enhancement project. The enhancement was approved by the City Council and approved by the citizens of Lubbock through a bond election. The City submitted a proposal to TxDOT for a TEA-21 Enhancement Grant in 2001, but was unsuccessful. The City Council decided to use the $500,000 to provide a gateway into North Lubbock and initiate a portion of the North University Avenue enhancement effort. The Gateway Plaza, the gateway to North Lubbock, was completed in 2005.

$500,000 was appropriated in FY 2000-01 Budget, Ord. No. 2000-00050, September 27, 2000.
$750,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.
Reduced $765,978 in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$765,978 was appropriated in FY 2012-13 Budget Amendment No. 1, Ord. No. 2012- O0107, October 11, 2012.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	1,095,000	0	0	0	0	0	0	1,095,000
Design and Engineering	155,000	0	0	0	0	0	0	155,000
Total Project Appropriation	1,250,000	0	0	0	0	0	0	1,250,000

		Unappropriated Planning Years						
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
2001 General Obligation Bonds	483,504	0	0	0	0	0	0	483,504
2003 General Obligation Bonds	16,496	0	0	0	0	0	0	16,496
FY 2009 General Obligation Bonds	750,000	0	0	0	0	0	0	750,000
Total Funding Sources	1,250,000	0	0	0	0	0	0	1,250,000

Regular City Council Meeting **6. 7.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Land Application: Consider a resolution authorizing the Mayor to execute contract 11789 with Massey Irrigation for Center Pivot Replacement, ITB 14-11789-DG.

Item Summary

The contract will provide for the purchase, installation and replacement of four center pivot systems at the Lubbock and Hancock Land Application sites. The center pivot systems replace two 1991 model units at the Lubbock site and two 1980 model units at the Hancock site.

Center pivot systems are used on a continual daily basis at both sites for the application of treated wastewater effluent. Effluent is applied onto agriculture crops in accordance with the City's Texas Commission on Environmental Quality wastewater permit.

Staff recommend the lump sum contract be awarded to the sole bidder, Massey Irrigation of Lubbock, Texas in the amount of $306,061. Time for completion is 60 consecutive calendar days.

Fiscal Impact

The cost of these center pivot systems is $306,061. Funding for the center pivots is appropriated in the Adopted FY 2013-2014 Wastewater Operating Budget.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Massey Irrigation

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. 11789 for center pivot replacement, by and between the City of Lubbock and Massey Irrigation, 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., Director of Public Works

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Massey Irrigation
April 30, 2014

Contract 11789

City of Lubbock, TX
Contract for Services
Center Pivot Replacement

THIS CONTRACT made and entered into this **22nd** day of **May , 2014**, by and between the City of Lubbock ("City"), and **Massey Irrigation**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Center Pivot Replacement 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 center pivot replacement.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Center Pivot Replacement and more specifically referred to as items one and items three through four on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, bid form, and terms and general 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 SIXTY days, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

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

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty

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

10 Non Appropriation: All funds for payment by the City under this contract 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 contract, the City will terminate the contract, 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 contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller 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 contract beyond the date of termination.

11. This Contract consists of the following documents set forth herein; Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mary Gonzales, Water Program Coordinator

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY Ronnie DuBois
Authorized Representative

RONNIE DUBOIS
Print Name

4611 IDALOU RD.
Address

LUBBOCK TX 79403
City, State, Zip Code

BID FORM
Center Pivot Replacement
City of Lubbock, TX
ITB No. 14-11789-DG

In compliance with the **Invitation to Bid 14-11789-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 **14-11789-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	PRICE	Delivery Days ARO**
1.	1	LS	Purchase, Delivery, and Installation of a 1,257 foot pivot irrigation system (to replace No. L1), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	$ 79,477.00	2 WEEKS
2.	1	LS	Purchase, Delivery, and Installation of a 1,257 foot pivot irrigation system (to replace No. L2), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	76,359.00	2 WEEKS
3.	1	LS	Purchase, Delivery, and Installation of a 1,031 foot pivot irrigation system (to replace No. Lot H7), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	69,070.00	2 WEEKS
4.	1	LS	Purchase, Delivery, and Installation of a 1,229 foot pivot irrigation system (to replace No. Lot H18), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle. **PER SPECIFICATIONS.**	71,155.00	2 WEEKS
			Total	$ 306,061.00	

Work will be done at two different locations:

Lubbock Land Application Site @ 4602 ECR 6700, 4602 E 19th Street, Lubbock, TX 79403 and Wilson Farm @ 547 County Road X, Wilson, TX 79381

***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.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 10 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

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

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY MASSEY IRRIGATION 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: MASSEY IRRIGATION

Address: 4611 IDALOU RD.

City: LUBBOCK State: TX Zip 79403

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 3-31-2014
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

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

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

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By Ronnie DuBois Date: 4-8-14
Authorized Representative - must sign by hand

Officer Name and Title: RONNIE DUBOIS PRESIDENT
Please Print

Business Telephone Number 806-763-5193 FAX: 806-763-0263

E-mail Address: ronnie@masseyirrigation.com

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*:_____ 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.

Revised Specification

City of Lubbock
Minimum Specifications for the purchase of
Four (4) Center Pivots for Lubbock Land Application and Lubbock Land Application-Wilson Sites

It is the intent of this specification, referenced documents, requirements and conditions sections to describe the minimum performance requirements. The vehicle/equipment must meet or exceed the performance or construction described herein. The vendors shall be required to mark compliance or non-compliance to each item description in the space provided. All equipment furnished as standard to the general public on the product by the manufacturer shall be included, even when not specifically identified in this specification. Any deviations from the written specification, with date as shown in the Invitation to Bid (ITB), shall be noted on the attached **Non-Conformance Form**. In order to receive full consideration, ITB response quotation must follow this specification and the ITB's terms and conditions.

Vendor Name: MASSEY IRRIGATION **Vendor Phone:** 806-763-5193

No.	Item	Description	Vendor Compliance	
			Yes	No
1.	**Overall Length and Scope of Work**	New pivots shall be tied into existing pipeline. The successful bidder will be required to measure the distance of all obstacles in each field to ensure clearance of the pivot towers.	✓	
1.1		Purchase, Delivery, and Installation of a 1,257 foot pivot irrigation system (to replace No. L1), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
1.2		Purchase, Delivery, and Installation of a 1,257 foot pivot irrigation system (to replace No. L2), including new flow meter, located at the Lubbock Land Application Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
1.3		Purchase, Delivery, and Installation of a 1,031 foot pivot irrigation system (to replace No. Lot H7), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	
1.4		Purchase, Delivery, and Installation of a 1,229 foot pivot irrigation system (to replace No. Lot H18), including new flow meter, located at the Lubbock Land Application-Wilson Site, based on specifications listed below, including dismantling existing system and moving to a location outside the circle.	✓	

Revised Specification

2.	**Main Pipe**			
2.1		8 inch – 6-5/8 inch, as required to reach desired flows at desired pressure.	✓	
2.2		-0.0115 inch wall thickness.	✓	
2.3		Piping will be formed from aisisae 1010 coil sheet.	✓	
No.	**Item**	**Description**	**Vendor Compliance**	
			Yes	**No**
3.	**Pivot Assembly**			
3.1		8 inch O.D. riser, Polyseal gasket for high and low pressure.	✓	
3.2		4 inch x 4 inch x 3/8 inch angle iron legs with 4 – 2 inch x 2 inch x 3/16 inch angle braces on all 4 sides.	✓	
3.3		Adjustable ring lock elbow.	✓	
3.4		Connection between pivot assembly and the first span must be flexible to allow for grade changes on the first tower.	✓	
4.	**Truss Design**			
4.1		Truss rods 11/16 inch with manufacturer's standard heavy duty under truss braces.	✓	
5.	**Towers**			
5.1		Four legs constructed of 3 inch x 3 inch x ¼ inch angle iron bolted to 6-5/8 inch x 11 gauge tubular non-towable mobile base.	✓	
5.2		Legs must have a minimum of 5 tie braces.	✓	
5.3		Wheelbase minimum 13.0 feet maximum span length 160 feet.	✓	
6.	**All Towers**			
6.1		Connections must be of pin and hinge type design with flexible rubber boot with clamps or acceptable approved equivalent.	✓	
7.	**Steel Structure**			

Revised Specification

7.1		Components shall be hot-dipped galvanized to ASTM 123-73 specifications.	✓	
7.2		A minimum coat of 2.00oz/ft² average shall be applied.	✓	
8.	**Fasteners**			
8.1		All fasteners used on the system shall be grade 5 zinc coated or better.	✓	
9.	**End Booms**			
9.1		End booms lengths shall not exceed 40 feet.	✓	
10.	**Hydraulics**			
10.1		Operating PSI 25, Maximum 35 PSI. All systems, will be equipped with 360 degree Senninger spray nozzles, spaced on 120 inch centers, with 30 inch plugged outlets, with plastic plugs.	✓	
10.2		Rubber hose drops 3 feet above ground, standard ¾ inch x 12 inch gooseneck use pipe dope on all goosenecks with 1-3/4 pound weights.	✓	
No.	**Item**	**Description**	**Vendor Compliance**	
			Yes	**No**
10.3		Each drop shall be equipped with a plastic cut-off valve.	✓	
10.4		Oversized main line diameters in a combination with the specified minimum diameter shall be provided as necessary for each system to obtain the desired flow volume at the desired operating pressure.	✓	
10.5		Minimum flows at 25 PSI per system at the pivot point – all calculations shall use a 140 C factor – are as follows: LLAS Plot L1 – 1,000 GPM LLAS Plot L2 – 1,000 GPM LLAWS Plot H7 – 850 GPM LLAWS Plot H18 – 1,050 GPM	✓	
11.	**Flow Meter**	Seametrics AG2000-800-178 or City approved equal.	✓	
		Spool-type electromagnetic, no moving parts.	✓	

Revised Specification

		8 inch, flanged, ANSI 150lb. Drilling	✓	
		150 psi	✓	
		Operating temperature: 10-130 degrees F.	✓	
		Non-operating temperature: -40 – 158 degrees F.	✓	
		Accuracy: +/-1% of reading from 10% to 100% of reading	✓	
		Accuracy: +/-2% of reading from cutoff to 100% of reading	✓	
		Welded steel, epoxy-coated; Dual durometer rubber liner; Diecast aluminum, powder coated electronics housing; 316 stainless steel electrodes.	✓	
		Display Rate-Digits 5: Gallon/minute, Liter/minute, Cubic Feet/minute, Feet/hour, Gallon/second, Liter/second, Cubic Feet/second, Cubic Meter/minute. Display Rate-Digits 8: Gallon, gallonx1000, Liter, Literx1000, Acre feet, cubic feet, million gallon, acre inch	✓	
		Compatible with external power source, 7-32 Vdc, 30mA, lithium battery backup in case of power failure, 10 year life.	✓	
		Conductivity: > 20 microSiemens/cm	✓	
		Empty pipe detection hardware/software, conductivity based.	✓	
		Environmental: NEMA 4X standard	✓	
12.	**Electrical and Mechanical**			
		Auto-reverse will be needed on the following units: LLAS Plot L1 HLAS Plot H18	✓	
No.	**Item**	**Description**	**Vendor Compliance**	
			Yes	**No**
12.1	**All Electrical**		✓	
12.1.1		All electrical components must comply with the following national electrical code sections: 1. Article 250-51 Effective Grounding	✓	

Revised Specification

		2. Article 250-114 Effective Grounding 3. Article 310 Minimum Size of Conductors 4. Article 210-5 Color Code for Branch or Controlled 5. Article 430 Motors, Motor Circuits, or Controlled 6. Article 675 Electrically Driven on Controlled Irrigation Machines. 7. National Fire Protection Standard No. 70, National Electrical Code.	✓	
12.2	**Primary Power**			
12.2.1		3-phase, 480 volt, 60 hertz single phase, 120 volt, 60 hertz primary, single phase, 120 volt enclosed surge and lighting protection package shall be provided.	✓	
12.3	**Programmable Main**			
12.3.1		System allows for programming of various functions controlled by degrees of rotation.	✓	
12.3.2		Accuracy shall be +/- 1° with no offset to reset degrees required.	✓	
12.3.3		Programmable functions to include – change rate of speed.	✓	
12.3.4		Change direction, stop/start, and control two auxiliary ports for control of ancillary equipment.	✓	
12.3.5		Safety features to include: Disconnect rated at 30 amps, 600 volts.	✓	
12.3.6		Panel must be compatible with FieldNET telemetry system.	✓	
12.4	**Electric Motor on Gear Drives**			
12.4.1		All motors shall be ½ hp, 460-480 VAC., 3-phase with 1,725 rpm at 60 Hz, and shall be totally enclosed.	✓	
12.4.2		Full load torque shall be 35oz. ft. (min) and locked rotor torque 220oz. ft. (min) motors shall be rated for continuous duty cycle and have inherent overload protection.	✓	

Revised Specification

12.4.3		Ball bearings shall be double sealed.	✓	
12.4.4		Motors shall have a plastic shroud which protects it from moisture.	✓	
12.4.5		Motor lead shall be run in ¾ inch conduit along mobile base and extend up tower leg approximately 3 to 4 feet.	✓	
No.	**Item**	**Description**	**Vendor Compliance**	
			Yes	**No**
12.5	**Center Drive Gearbox**		✓	
12.5.1		Spur gear drive gearbox designed specifically for use on center pivot systems.	✓	
12.5.2		Output ratio 40-1.	✓	
12.5.3		The gear drive must be capable of delivering a minimum of 120,000 inch/pounds of instantaneous torques and 36,000 inch/pounds of continuous torque.	✓	
13.0	**Tire Size**		✓	
13.1		Size 11.2 x 38 Galvanized, Reinforced rims, tubeless	✓	

II. GENERAL CONDITIONS

****** PLEASE READ CAREFULLY ******

These General Conditions apply to all bids and become a part of the terms and conditions of any bid submitted. The City shall mean the City of Lubbock.

1 Quantities: The quantities appearing in this Invitation to Bid are approximate only and the City reserves the right to increase, decrease or delete any or all items. If the quantities of materials to be furnished are increased, such increase shall be paid for according to the unit prices established for the item. In making its bid hereunder, the Seller expressly recognizes the rights of the City provided herein, and further recognizes that the Seller shall have no claims against the City for anticipated profits for the quantities called for, diminished or deleted.

2 Product Guarantee: Seller guarantees equipment or product offered will meet or exceed specifications identified in this bid invitation. The Seller shall, upon request, replace any equipment or product proved to be defective and make any and all adjustments necessary without any expense to the City. If at any time, the equipment or product cannot satisfactorily meet the requirements of the specifications, the Seller shall upon written request from the City, promptly remove such equipment or product without any further expense to the City. At the City's request, Seller will provide evidence sufficient to demonstrate such equipment or product meets the foregoing.

3 Invoices: Seller shall submit separate invoices, in duplicate, on each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, shall be attached to the invoice. Mail to Accounts Payable, City of Lubbock, P.O. Box 2000, Lubbock, Texas 79457. Payment shall not be due unless and until the Seller shall not be in default under the terms of the contract, and until the above instruments are submitted after delivery. CITY MAY MAKE PAYMENTS FOR PURCHASES UNDER THIS CONTRACT USING THE CITY'S MASTERCARD PURCHASING CARD (PCARD). THE SELLER AGREES TO ACCEPT PCARD PAYMENTS WITHOUT ANY ADDITIONS OR SURCHARGES.

4 Delivery Delay: When delivery delay can be foreseen, the Seller shall give prior notice to the Purchasing Director, who shall have the right to extend the delivery date if reasons for delay appear acceptable. The Seller must keep the Purchasing Director informed at all times of the status of the order.

5 Damage Assessment: Default in any manner under the contract, including, but not limited to default on promised delivery, without acceptable reasons, or failure to meet specifications hereunder authorizes the Purchasing Director to purchase goods elsewhere and charge any increase in cost and handling to the defaulting Seller, and/or exercise any and all rights available to it by law, equity and/or under the terms of the contract. Every effort will be made by the Purchasing Office to locate the goods at the same or better price as than originally contracted.

6 Late Delivery Fee: The City will also have the option to charge the vendor a fee of $50.00 per vehicle per day for late delivery. Late fee applies when vendor has not requested and received prior written permission and approval from the ordering entity to make delivery after the number of days established by the contract or the purchase.

7 Packaging: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address. (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g., box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

8 Delivery Time: Deliveries will be accepted only during receiving hours: 9:00 A.M. - 3:30 P.M., Monday through Friday, except on City holidays, at the designated location.

9 Damage: The City assumes no liability for goods delivered in damaged or unacceptable condition. The Seller must handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.

10 No Warranty By The City Against Infringements: As part of the contract for sale, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to the contract will give rise to the rightful claim of any third person by way of infringement of the like. The City makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall The City be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify the City to this effect in writing within two weeks after the signing of the contract. If the City does not receive notice and is subsequently held liable for the infringement or the like, Seller will save The City harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.

11 Material Safety Data Sheets: Seller shall provide the City of Lubbock with current Material Safety Data Sheets (MSDS) for each chemical defined as hazardous under the Texas Hazard Communication Act (every chemical bearing any manner of warning label on the container) to comply with provisions of the Texas Hazard Communication Act, Title 6, Subchapter D, Chapter 502, Texas Health and Safety Code Ann. (This Act is corollary to OSHA Standard 29 CRF 1910.1200, which is generally known as the Right to Know Law.)

12 Shipment Under Reservation Prohibited: Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13 Title & Risk Of Loss: The title and risk of loss of the goods shall not pass to the City until the City actually receives and takes possession of the goods at the point or points of delivery as provided herein.

14 No Replacement of Defective Tender: Every tender of delivery of goods must fully comply with all provisions of the contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach of the contract and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify the City of his intention to cure and may then make a conforming tender within the Contract time but not afterward.

15 Gratuities: The City may, by written notice to the Seller, cancel the contract or purchase order without liability to Seller if it is determined by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

16 Special Tools & Test Equipment: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling or equipment and any process sheets related thereto shall become the property of the City and to the extent feasible shall be identified by the Seller as such.

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

18 Warranty-Price: a. The price to be paid by the City shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by other parties for products of the kind and specification covered by the contract for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by other, or in the alternative. The City may cancel the contract without liability to Seller for breach or Seller's actual expenses. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for commission, percentage brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty the City shall have the right in addition to any other right or rights to cancel the contract without liability and to deduct from the Contract price, or otherwise recover the full amount of such claimed commission, percentage, brokerage, or contingent fee.

19 Safety Warranty: Seller warrants that the product sold to the City shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970 and/or any other governmental agency standards or regulations. In the event the product does not conform to each OSHA or other standards, Seller shall be in default hereunder, and the City may exercise and of the remedy provided for herein, including but not limited to return of the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by the City will be at the Seller's expense

20 Right of Inspection: The City shall have the right to inspect the goods at delivery before accepting them.

21 Vendor retrieval of Vehicles: Vendor shall remove noncompliant vehicles (s) form City premises within five working days after receiving written notification from the ordering entity. If vehicle is not removed by vendor within the five working days time frame, the city may arrange for vehicles to be removed and secured by a local towing and storage facility. Vendor will be responsible for payment of all related towing and storage charges. The City will not be responsible for payment of all related towing and storage charges. The City will not be responsible for liable for damage or loss of noncompliant vechiles with remain on City premises, or which are removed by towing company, five working days after vendor is notification.

22 Cancellation: The City shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent and/or files

bankruptcy or has bankruptcy filed against it. Such right to cancellation is in addition to and not in lieu of any other remedies which the City may have in law, equity or hereunder.

23 Termination: the City may terminate the contract or purchase order in whole, or in part. Termination hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which the contract or purchase order is terminated and the date upon which such termination becomes effective. In the event of said termination, in whole or in part, provided that Seller shall not be in default under the Contract, the Seller shall be entitled to payment only for goods actually delivered, and/or services actually performed under and in compliance with the terms of the contract or purchase order.

24 Force Majeure: Neither party shall be held responsible for losses or damages hereunder, if the fulfillment of any terms of provisions of the contract is delayed or prevented by strike, walkouts, acts of God, or public enemy, fire, or flood.

25 Assignment-Delegation: No right or interest in the contract shall be assigned or delegation of any obligation made by Seller without the written permission of the City. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.

26 Waiver: No claim or right arising out of a breach of the contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

27 Interpretation-Parole Evidence: This writing, plus any specifications for bids and performance provided by the City in its advertisement for bids and any other document provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.

28 Applicable Law: The Contract shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of the contract.

29 Right To Assurance: Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

30 Indemnification: Seller shall indemnify, defend, keep and save harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise arise or accrue against the City in consequence of the granting of the contract or which may anywise result there from, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subcontractor or assignee or its employees, if any, and the Seller shall, at his own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the City in any such action, the Seller shall, at its own expenses, satisfy discharge the same. Seller expressly understands and agrees that any bond required by the contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City as herein provided.

31 Nonappropriation: All funds for payment by the City under this contract 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 contract, the City will terminate the contract, 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 contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller 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 contract beyond the date of termination.

32 Time: It is hereby expressly agreed and understood that time is of the essence for the performance of the contract, and failure by Seller to meet the time specifications of the contract will cause Seller to be in default of the contract.

33 Silence of Specification: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial products and practices are to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the specifications in this bid shall be made on the basis of this statement. The items furnished under this contract shall be new, unused, of the latest product in production to commercial trade, and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

34 Environmental Stewardship: The City of Lubbock is fully committed to environmental excellence. It is the policy of the City to demonstrate sound environmental performance by controlling and mitigating the environmental impact of City activities, operations, and services. This commitment extends to the procurement and contracting process. Contractors and suppliers selected to provide services and materials to the City are required to uphold an equally high standard. To that end all contractors and suppliers hired by the City agree to maintain full compliance with any and all applicable environmental regulations. In addition, contractors and suppliers agree to implement whatever processes and procedures necessary to reduce and eliminate pollution and wastes and conserve natural resources while under contract with the City. To the greatest extent possible, while still delivering the highest quality service or material, City contractors and suppliers, as well as any sub-contractors under their supervision, will:

- minimize waste and pollution generation;
- conserve natural resources and energy;
- minimize the use of hazardous materials by choosing the least toxic - yet effective - materials and products;
- use the highest available post-consumer content materials and products;
- recycle and/or reuse as much as is possible, waste materials; and
- incorporate into project design energy efficient fixtures, appliances and mechanical equipment.

35 The City Right to Audit: At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

36. Assigning or Subletting the Contract: The Contractor shall not assign or sublet the contract, or any portion of th contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

37. House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified. Governmental entities may want to include information on this new misclassification penalty in their contracts with entities that are providing services covered by this new requirement (Texas Government Code Section 2155.001).

Regular City Council Meeting **6. 8.**

Meeting Date: 05/22/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0076 abandoning and closing two water line easements, an access, garbage service, underground utility, drainage easement, blanket garbage and collection easements, blanket underground utility easement and transformer pad easements located on Tract E, Solaris Estates, Lubbock County, Texas, 125th and Quaker Avenue.

Item Summary

On May 8, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes two water line easements, and access, garbage service, underground utility, drainage, blanket garbage collection, blanket underground utility, and transformer pad easements located on Tract E, Solaris Estates, which is located south of 125th Street and east of Quaker Avenue. The closure is due to new development in the area.

Public Works Engineering and all utility companies are in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Solaris Estates

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING TWO WATER LINE EASEMENTS AND AN ACCESS, GARBAGE SERVICE, UNDERGROUND UTILITY EASEMENT, DRAINAGE EASEMENT AND BLANKET GARBAGE SERVICE AND COLLECTION EASEMENTS AND BLANKET UNDERGROUND UTILITY AND TRANSFORMER PAD EASEMENTS LOCATED ON TRACT E, SOLARIS ESTATES, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easements as hereinafter described in the body of this Ordinance are no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and 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 easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described in Exhibit "A" and "B".

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-Easements-Solaris Estates.ord
3.27.14

ABACUS ENGINEERING SURVEYING

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

"Count on it"

Legal Descriptions for Closure of Two Water Line Easements and an Access, Garbage Service, Underground Utility Easement and Drainage Easement and Blanket Garbage Service and Collection Easements and Blanket Underground Utility and Transformer Pad Easements located on Tract E, Solaris Estates, shown on the Final Plat of Solaris Estates recorded in Lubbock County Clerk File Number 2007050768.

Water Line Easement 1

BEGINNING at a point in the East line of Tract E, 106.42 feet South of the most Easterly Northeast corner of Tract E;

THENCE South, 10 feet;

THENCE West, 62.89 feet;

THENCE North, 10 feet;

THENCE East, 62.89 feet to the PLACE of BEGINNING and containing 628.9 square feet.

Water Line Easement 2

BEGINNING at a point in the West line of Tract E, 120.61 feet South of the most Westerly Northwest corner of Tract E;

THENCE East, 110 feet;

THENCE South, 10 feet;

THENCE West, 110 feet;

THENCE North, 10 feet to the PLACE of BEGINNING and containing 1100 square feet.

Access, Garbage Service, Underground Utility Easement and Drainage Easement

BEGINNING at the most Easterly Northeast corner of this tract which bears West, 114.50 feet from the most Northerly Northeast corner of said Tract E;

THENCE South, 461.34 feet;

THENCE S 45°00'00" E, 14.14 feet;

THENCE East, 104.50 feet;

THENCE N 45°00'00" E, 14.14 feet;

THENCE South, 40.00 feet;

THENCE N 45°00'00" W, 14.14 feet;

EXHIBIT "A"

THENCE West, 500.00 feet;

THENCE North, 20.00 feet;

THENCE East, 323.50 feet;

THENCE N 45°00'00" E, 14.14 feet;

THENCE North, 110.00 feet;

THENCE N 45°00'00" W, 21.21 feet;

THENCE West, 163.00 feet;

THENCE S 45°00'00" W, 21.21 feet;

THENCE South, 120.00 feet;

THENCE West, 52.00 feet;

THENCE North, 120.00 feet;

THENCE N 45°00'00" W, 21.21 feet;

THENCE West, 29.44 feet;

THENCE with a curve to the right having a radius of 43.00 feet, a central angle of 195°35'33", a chord bearing of N 45°00'00" W, and a chord length of 85.21 feet;

THENCE North, 276.09 feet;

THENCE East, 52.00 feet;

THENCE South, 269.34 feet;

THENCE S 45°00'00" E, 21.21 feet;

THENCE East, 267.68 feet;

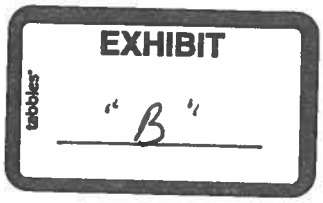
THENCE N 45°00'00" E, 21.21 feet;

THENCE North, 269.34 feet;

THENCE East, 52.00 feet to the PLACE of BEGINNING and containing 1.77 Acres.



These notes are based on a survey made on the ground and shown on the Final Plat of Lots 1-193 and Tracts A-K, Solaris Estates
Jonathan M. Cieszinski, RPLS # 4460
April 22, 2014



Closure Tract 4

Blanket Garbage Service and Collection, Blanket Underground Utility Easement and Transformer Pad Easement on the following described tract.

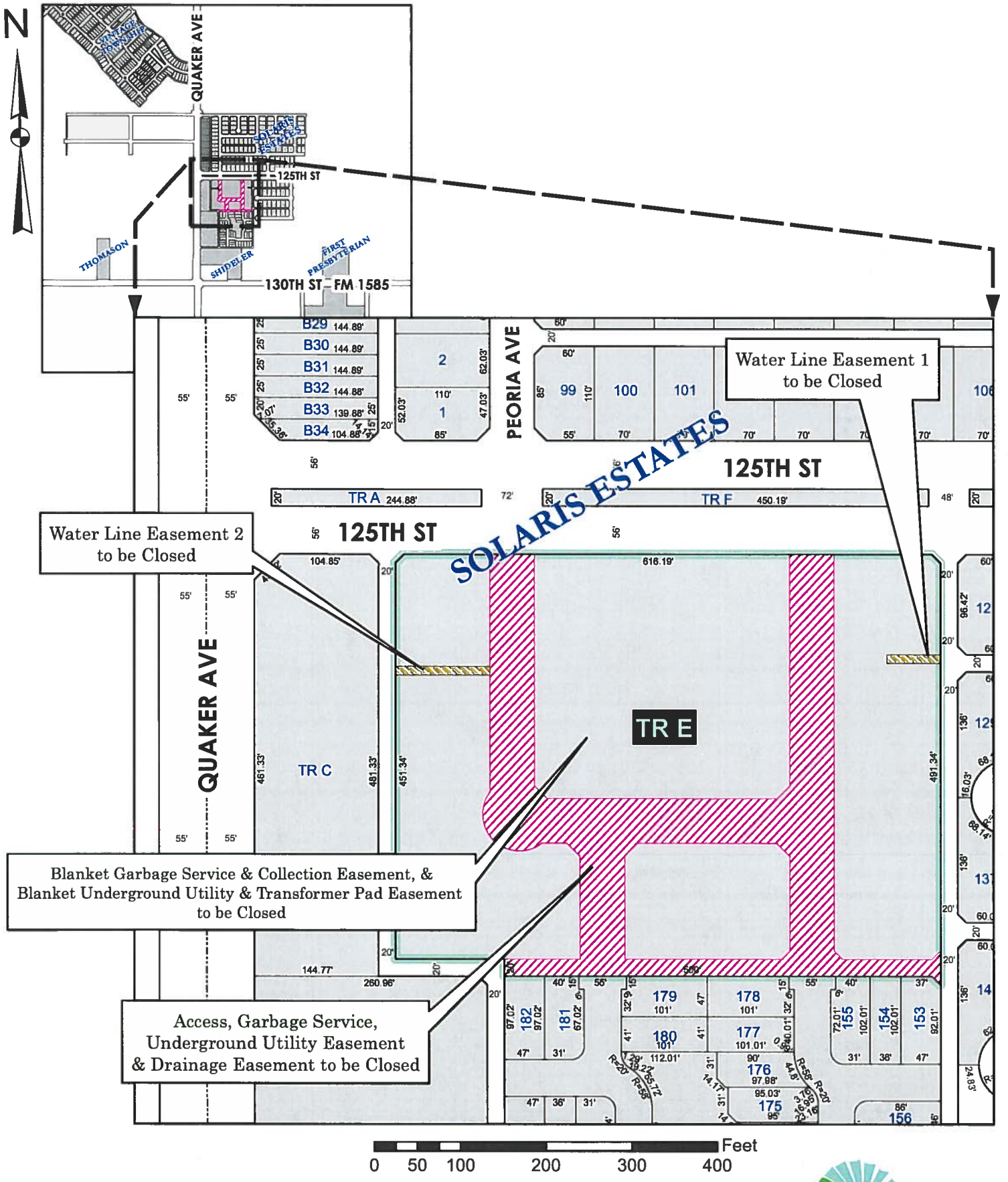
Legal Description:

Tract E, Solaris Estates, as shown on the Final Plat of Solaris Estates recorded in Lubbock County Clerk File Number 2007050768.

This tract is shown on the above referenced Final Plat.
J. M. Cieszinski, RPLS 4460
April 22, 2014



Proposed Closing of 2 Water Line Easements and an Access, Garbage Service, Underground Utility Easement and Drainage Easement Located in Tract E, Solaris Estates



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.

City of Lubbock TEXAS

Regular City Council Meeting **6. 9.**

Meeting Date: 05/22/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0077 abandoning and closing five Lubbock Power and Light (LP&L) transformer pad easements and two five-feet wide underground utility easements located in Cooper Stone Addition, 112th and Gary Avenue.

Item Summary

On May 8, 2014, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes five transformer pad easements and two five-feet underground utility easements located in Cooper Stone Addition, which is just east of Indiana Avenue and north of 114th Street. These easements are no longer needed due to development purposes. LP&L is in agreement with this easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Cooper Stone Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING FIVE TRANSFORMER PAD EASEMENTS AND TWO UNDERGROUND UTILITY EASEMENTS LOCATED IN COOPER STONE ADDITION, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easements hereinafter described in the body of this Ordinance are no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and 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 easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described in Exhibit "A", "B", "C", "D", "E", "F", and "G".

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

A&C-Easements-Cooper Stone Addn.ord
3.27.14

EXHIBIT "A"

AMD ENGINEERING, LLC

UNDERGROUND UTILITY EASEMENT CLOSURE

Metes and Bounds Description on a 5 foot underground utility easement out of Lot 140 of Lots 97-192, Cooper Stone, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013047772, Official Public Records of Lubbock County, Texas, and being more particularly described as follows;

Beginning at point for the Southeast corner of said Lot 140, Cooper Stone, an Addition and for the Southeast corner of this tract;

Thence West, a distance of 5.0 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 104.0 feet to a point for the Northwest corner of this tract;

Thence East, a distance of 5.0 feet to a point for the Northeast corner of this tract;

Thence South, a distance of 104.0 feet to to the Point of Beginning.

Containing (520 sq. ft.)

DATE: March 25, 2014

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

EXHIBIT
tabbies
"B"

AMD ENGINEERING, LLC

UNDERGROUND UTILITY EASEMENT CLOSURE

Metes and Bounds Description on a 5 foot underground utility easement out of Lot 133 of Lots 97-192, Cooper Stone, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013047772, Official Public Records of Lubbock County, Texas, and being more particularly described as follows:

Beginning at point for the Southeast corner of said Lot 133, Cooper Stone, an Addition and for the Southeast corner of this tract;

Thence West, a distance of 5.0 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 105.0 feet to a point for the Northwest corner of this tract;

Thence East, a distance of 5.0 feet to a point for the Northeast corner of this tract;

Thence South, a distance of 105.0 feet to to the Point of Beginning.

Containing (525 sq. ft.)

DATE: March 25, 2014

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

EXHIBIT "C"

AMD ENGINEERING, LLC

TRANSFOMRER PAD EASEMENT CLOSURE

Metes and Bounds Description on a transformer pad easement out of Lot 100 of Lots 97-192, Cooper Stone, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013047772, Official Public Records of Lubbock County, Texas, and being more particularly described as follows:

Beginning at point for the Southeast corner of said Lot 100, Cooper Stone, an Addition and for the Southeast corner of this tract;

Thence West, a distance of 6.0 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 4.0 feet to a point for the Northwest corner of this tract;

Thence East, a distance of 6.0 feet to a point for the Northeast corner of this tract;

Thence South, a distance of 4.0 feet to to the Point of Beginning.

Containing (24 sq. ft.)

DATE: March 25, 2014

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

EXHIBIT
"D"

AMD ENGINEERING, LLC

TRANSFOMRER PAD EASEMENT CLOSURE

Metes and Bounds Description on a transformer pad easement out of Lot 112 of Lots 97-192, Cooper Stone, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013047772, Official Public Records of Lubbock County, Texas, and being more particularly described as follows;

Beginning at point for the Southeast corner of said Lot 112, Cooper Stone, an Addition and for the Southeast corner of this tract;

Thence West, a distance of 6.0 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 4.0 feet to a point for the Northwest corner of this tract;

Thence East, a distance of 6.0 feet to a point for the Northeast corner of this tract;

Thence South, a distance of 4.0 feet to to the Point of Beginning.

Containing (24 sq. ft.)

DATE: March 25, 2014

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

EXHIBIT
tabbies
"E"

AMD ENGINEERING, LLC

TRANSFOMRER PAD EASEMENT CLOSURE

Metes and Bounds Description on a transformer pad easement out of Lot 140 of Lots 97-192, Cooper Stone, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013047772, Official Public Records of Lubbock County, Texas, and being more particularly described as follows;

Beginning at point for the Southeast corner of said Lot 140, Cooper Stone, an Addition and for the Southeast corner of this tract;

Thence West, a distance of 6.0 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 4.0 feet to a point for the Northwest corner of this tract;

Thence East, a distance of 6.0 feet to a point for the Northeast corner of this tract;

Thence South, a distance of 4.0 feet to to the Point of Beginning.

Containing (24 sq. ft.)

DATE: March 25, 2014

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

EXHIBIT
tabbies
"F"

AMD ENGINEERING, LLC

TRANSFOMRER PAD EASEMENT CLOSURE

Metes and Bounds Description on a transformer pad easement out of Lot 148 of Lots 97-192, Cooper Stone, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013047772, Official Public Records of Lubbock County, Texas, and being more particularly described as follows;

Beginning at point for the Southeast corner of said Lot 148, Cooper Stone, an Addition and for the Southeast corner of this tract;

Thence West, a distance of 6.0 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 4.0 feet to a point for the Northwest corner of this tract;

Thence East, a distance of 6.0 feet to a point for the Northeast corner of this tract;

Thence South, a distance of 4.0 feet to to the Point of Beginning.

Containing (24 sq. ft.)

DATE: March 25, 2014

Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

EXHIBIT
tabbies
"G"

AMD ENGINEERING, LLC

TRANSFOMRER PAD EASEMENT CLOSURE

Metes and Bounds Description on a transformer pad easement out of Lot 152 of Lots 97-192, Cooper Stone, an Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013047772, Official Public Records of Lubbock County, Texas, and being more particularly described as follows;

Beginning at point for the Southeast corner of said Lot 152, Cooper Stone, an Addition and for the Southeast corner of this tract;

Thence West, a distance of 6.0 feet to a point for the Southwest corner of this tract;

Thence North, a distance of 4.0 feet to a point for the Northwest corner of this tract;

Thence East, a distance of 6.0 feet to a point for the Northeast corner of this tract;

Thence South, a distance of 4.0 feet to to the Point of Beginning.

Containing (24 sq. ft.)

DATE: March 25, 2014

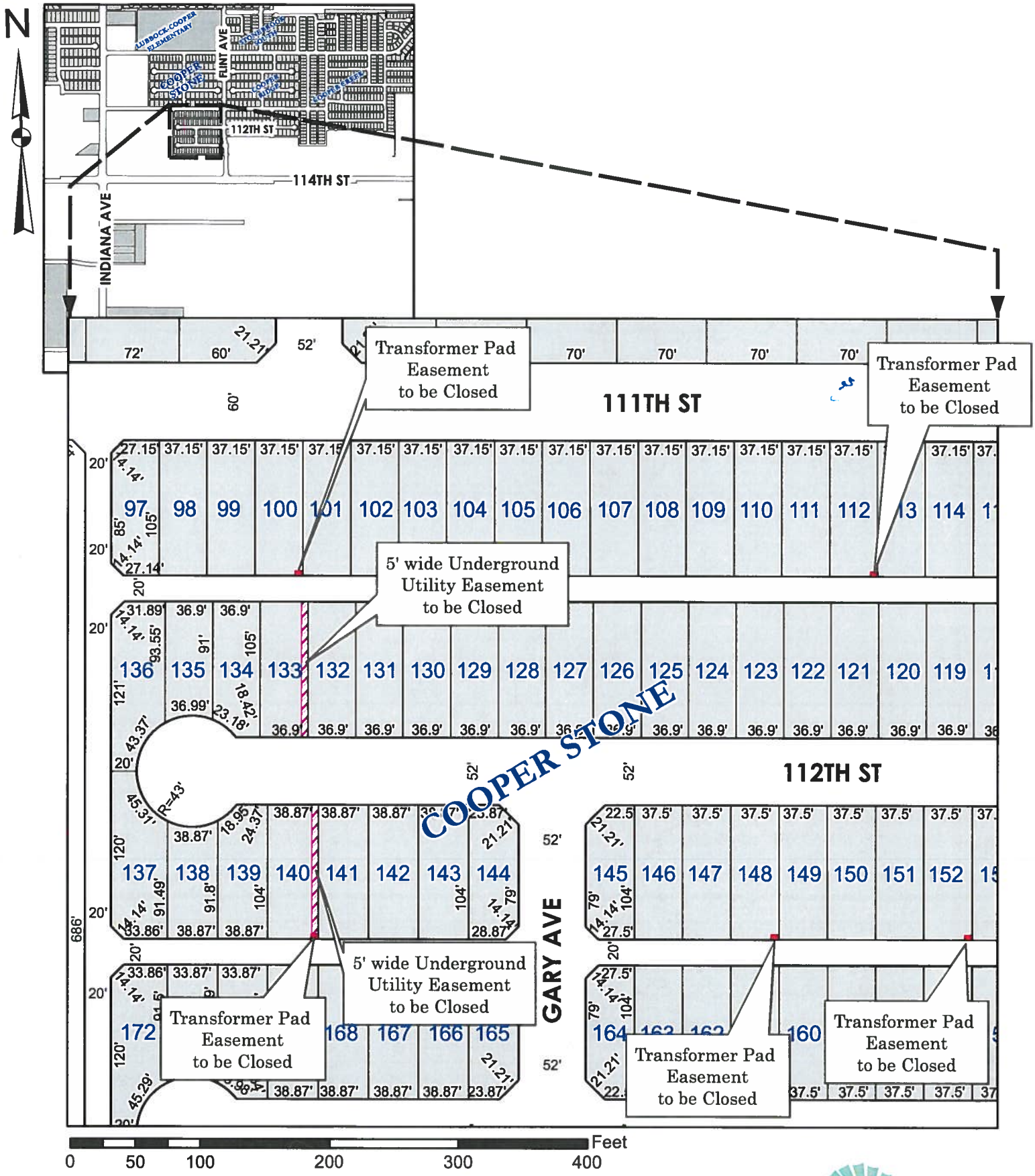
Charles Lynn Sawyer
Registered Professional Land Surveyor No. 5809

2807 74th Street, Suite 8
Lubbock, Texas 79423

TBPE Reg. # F-9197
www.amdeng.com

Office: (806) 771-5976
Fax: (806) 771-7625

Proposed Closing of 2 - 5' wide Underground Utility Easements Located in Lots 133 & 140, Cooper Stone Addition, and 5 Transformer Pad Easements Located in Lots 100, 112, 140, 148 & 152, Cooper Stone Addition



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

Regular City Council Meeting **6. 10.**

Meeting Date: 05/22/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2014-O0078 abandoning and closing a portion of a 20-foot alley located between Lots 1,2, and 13, 14, Holloway Addition out of the Southeast quarter of Section 3, Block A, Lubbock County, Texas.

Item Summary

On May 8, 2014, the City Council approved the first reading of this ordinance.

This ordinance abandons and closes a portion of a 20-foot alley located in the Holloway Addition, which is west of North Olive between East Auburn Street and East Amherst Street. The house was built on the property in the 1930s, and the alley was dedicated in the 1950s across the location of the existing house. The owner is in the process of selling the house, and the closure is necessary to eliminate the encroachment issue on the property. The total area being closed is 3,600 square feet. The Right-of-Way Department has valued the closure at $0.07 per square foot for a total due to the City of $252.00.

A new alley will be dedicated to replace the closure. All utility companies are in agreement with this alley closure.

Fiscal Impact

$252.00 to General Fund.

Staff/Board Recommending

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

Attachments

Ordinance - Holloway Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 20-FOOT WIDE ALLEY BETWEEN LOTS 1, 2 AND 13, 14, IN HOLLOWAY ADDITION TO THE CITY OF LUBBOCK, MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE: DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

SECTION 1. THAT the alley portion as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for alley purposes and for public use, such alley being more particularly described as follows.

All that portion of a 20-foot alley located between Lots 1, 2 and 13, 14, Holloway Addition out of the Southeast quarter of Section 3, Block A, Lubbock County, Texas, as recorded in Volume 634, Page 141.

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

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

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

AND IT IS SO ORDERED.

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

Passed by the City Council on second reading this_____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

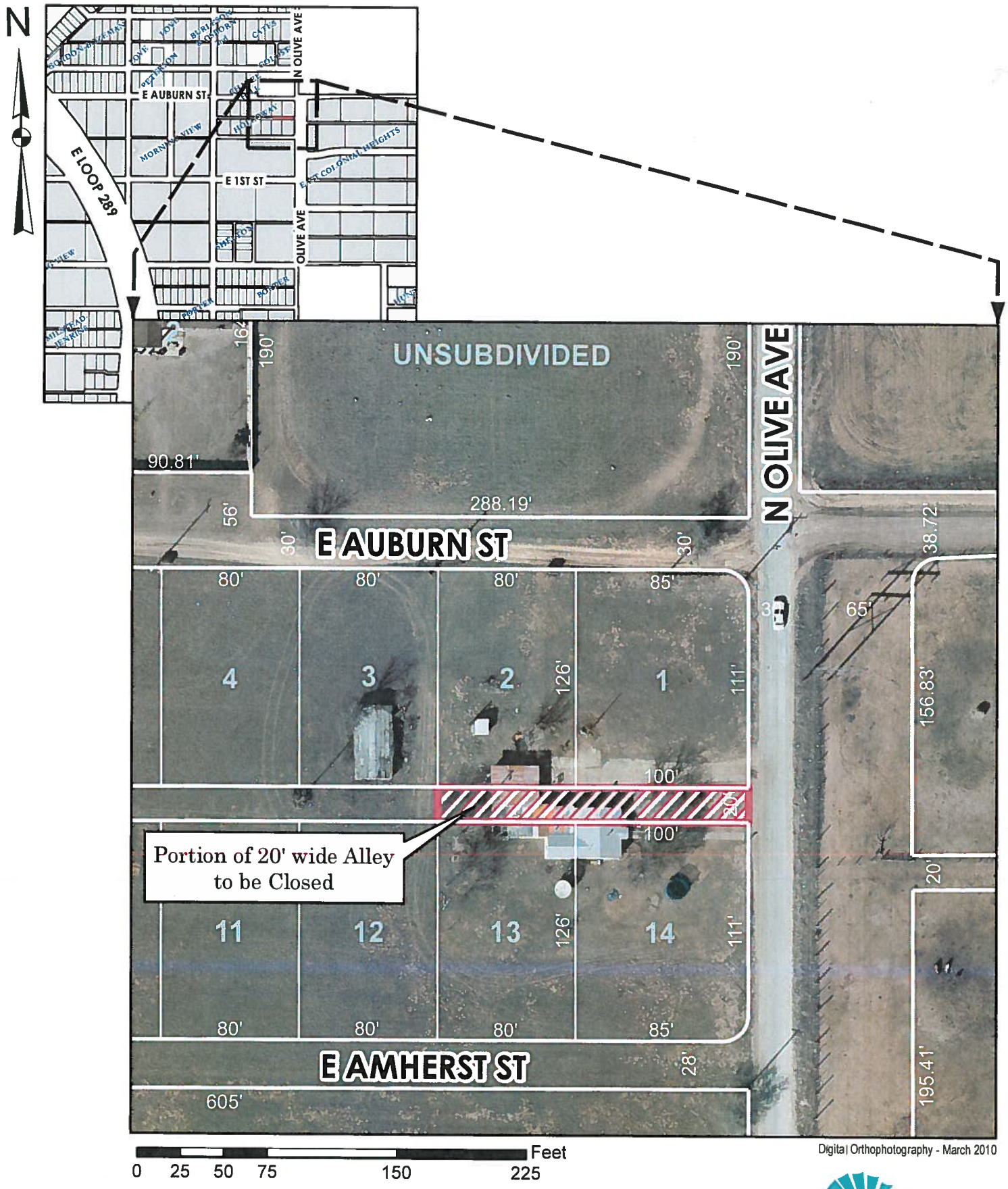
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C Lots 1,2 and 13, 14 in Holloway.ord
04.22.14

Proposed Closing of a 20' wide Alley Located Adjacent to Lots 1, 2, 13, & 14, Holloway Addition



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

City of Lubbock TEXAS

Regular City Council Meeting **6. 11.**

Meeting Date: 05/22/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a portion of a drainage easement, located in Section 8, Block AK, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes a portion of a drainage easement in Section 8, Block AK, which is located south of FM 1585 and west of Chicago Avenue. The closure is due to new development in the area. New drainage easements will be dedicated to replace the closure.

Storm Water Engineering is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Block AK

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A DRAINAGE EASEMENT, LOCATED IN SECTION 8, BLOCK AK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

A&C-DEasement, Section 8, Blk AK.ord
4.29.14

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

LAND SURVEYORS
CIVIL ENGINEERS

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 0.7573 acre tract of land being a portion of a 0.896 acre drainage easement granted to the City of Lubbock recorded under County Clerk File No. (CCFN) 2012050113 of the Official Public Records of Lubbock County, Texas, (OPRLCT), located in Section 8, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found in the Western boundary of a 14.541 acre tract as described under CCFN 2013048239, OPRLCT, at the Northeast corner of a 1.517 acre tract of land as described under CCFN 2013012811, OPRLCT, the Southeast corner of County Road 7410 as dedicated by plat recorded under CCFN 2013043704, OPRLCT and the Northwest corner of this tract which bears N. 89°27'01" E. a distance of 1976.17 feet and S. 00°05'18" W. a distance of 690.04 feet from the Northwest corner of Section 8, Block AK, Lubbock County, Texas;

THENCE N. 89°27'01" E. a distance of 660.00 feet to a 60 penny nail set in the Eastern boundary of said 14.541 acre tract and the Western boundary of a tract of land as described under CCFN 2010011616, OPRLCT, for the Northeast corner of this tract;

THENCE S. 00°05'18" W., along the Eastern boundary of said 14.541 acre tract and the Western boundary of said tract described under CCFN 2010011616, a distance of 50.00 feet to a 60 penny nail set for the Southeast corner of this tract;

THENCE S. 89°27'01" W. a distance of 659.44 feet to a 1/2" iron rod with cap found in the Western boundary of said 14.541 acre tract and the Eastern boundary of said 1.517 acre tract, for the Southwest corner of this tract;

THENCE N. 00°32'59" W., along the Western boundary of said 14.541 acre tract and the Eastern boundary of said 1.517 acre tract, a distance of 50.00 feet to the Point of Beginning.

CONTAINS: 32,986 square feet.

Bearings are relative to the North line of Section 8, Block AK, Lubbock County, Texas, previously recognized as being N. 89°27'01" E.

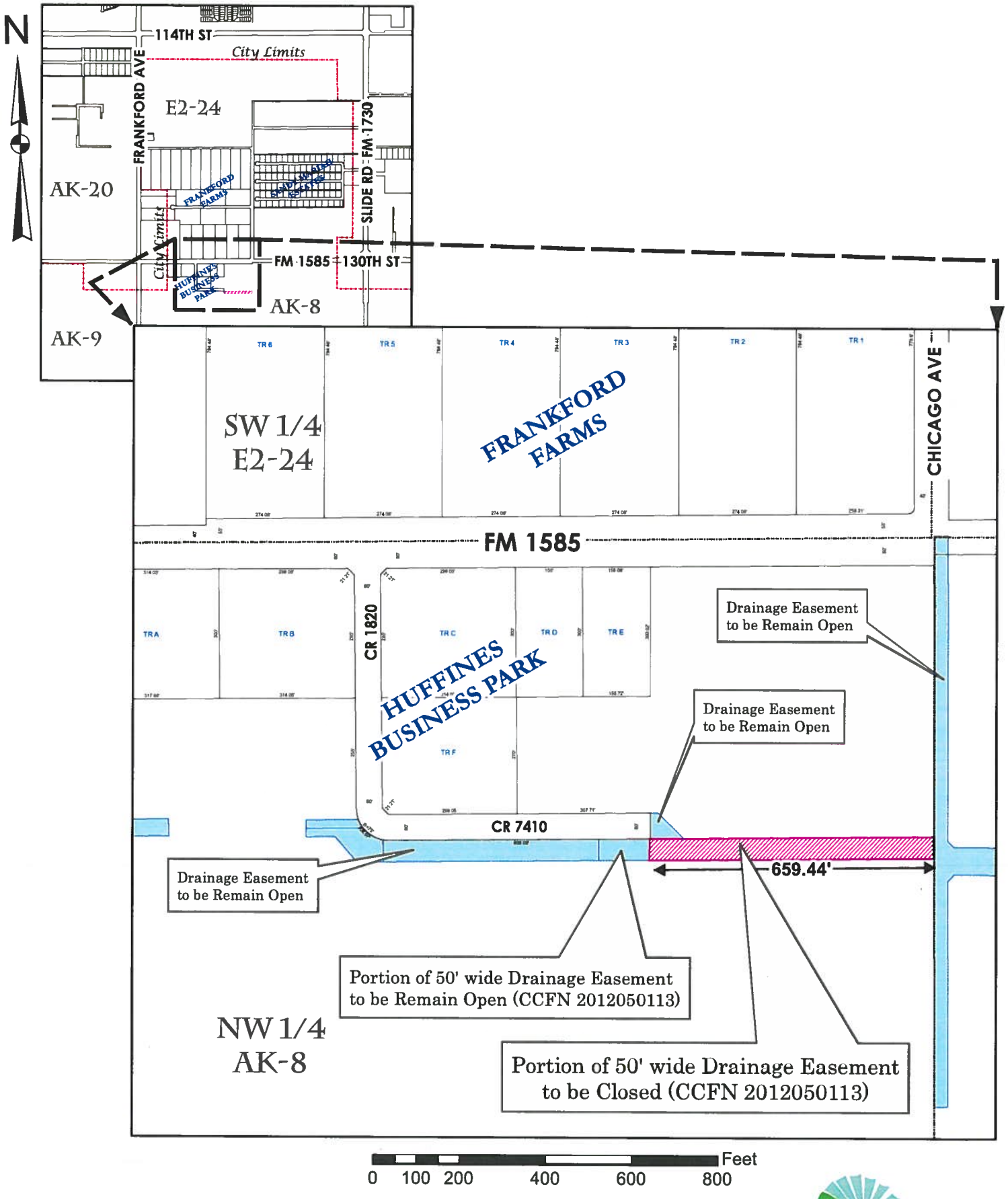
CERTIFICATION TO: Ford Development Corporation

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
March 15, 2014

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

STATE OF TEXAS
REGISTERED
BRENT CARROLL
5410
PROFESSIONAL
LAND SURVEYOR

Proposed Closing of a Portion of a 50' wide Drainage Easement as Dedicated in CCFN 2012050113 Located in the Northwest 1/4 of Section 8, Block AK



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 **6. 12.**

Meeting Date: 05/22/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a five-foot wide public access easement and a two-foot wide overhang easement located on Lot 206, Orchard Park Addition, Lubbock County, Texas, 11109 Miami Avenue.

Item Summary

This ordinance abandons and closes a five-foot wide public access easement and a two-foot wide overhang easement located along the south side of Lot 206, Orchard Park Addition. The closure is located north of 113th Street and east of Miami Avenue. The easements are no longer needed due to the two lots being combined into one. All utility companies are in agreement with the easement closures.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Orchard Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A FIVE-FOOT WIDE PUBLIC ACCESS EASEMENT AND A TWO-FOOT WIDE OVERHANG EASEMENT LOCATED ON LOT 206 ORCHARD PARK, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the 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 easements as hereinafter described shall BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use, such easements being more particularly described as follows:

> A five-foot wide public access easement and a two-foot wide overhang easement located on Lot 206 Orchard Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in the office of the County Clerk of Lubbock County, Texas, file number 2012006825.

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

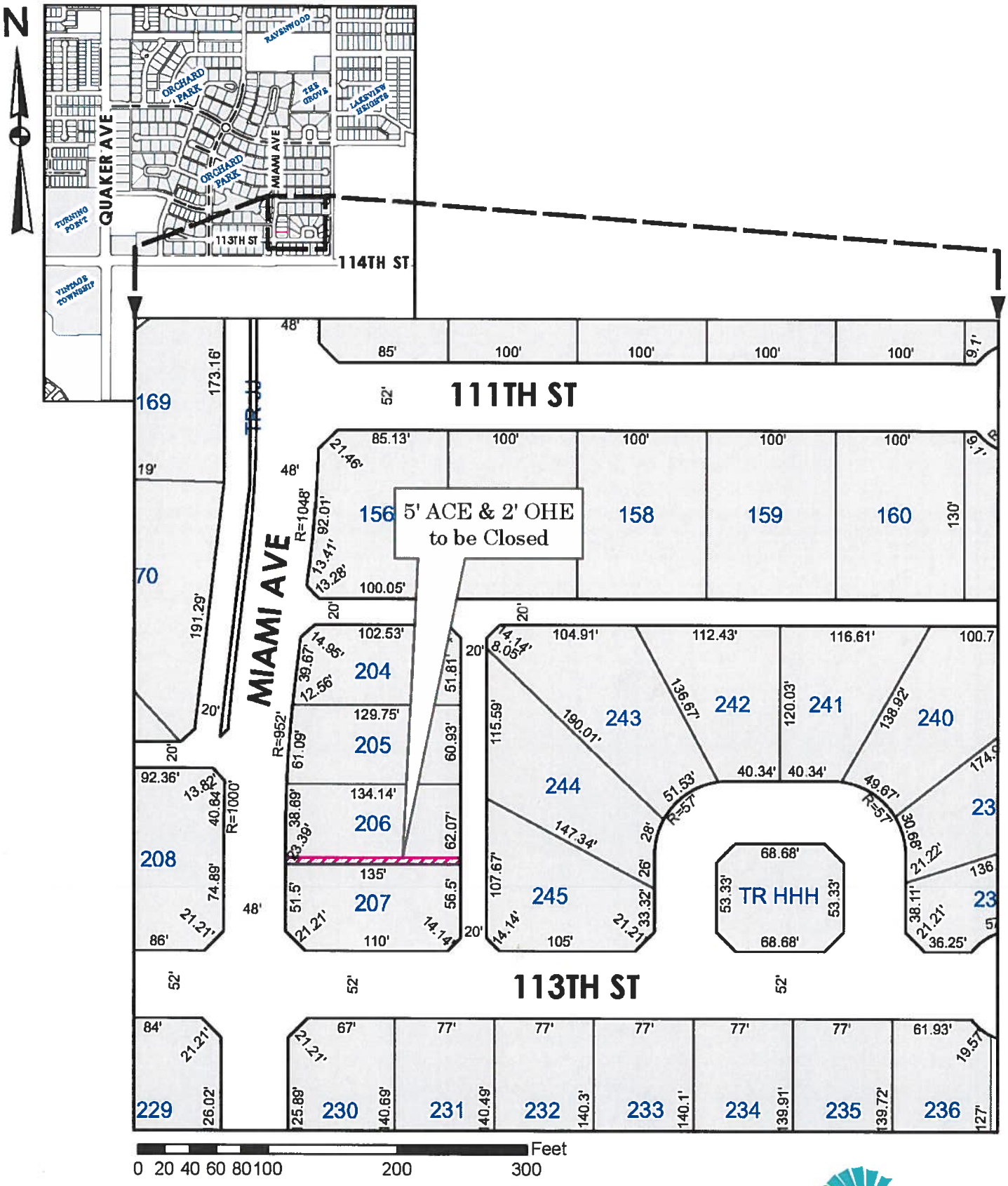
_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

A&C-Easements-Orchard Park.ord
5.07.14

Proposed Closing of 5' wide Access Easement and 2' wide Overhang Easement Located Along the South Lot Line of Lot 206, Orchard Park Addition



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

City of Lubbock TEXAS

Regular City Council Meeting **6. 13.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution-Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Jay Hardy Stanton and wife, Patricia Stanton, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 34, Block JS, Lubbock County, Texas.

Item Summary

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

The purchase price is $9,377 plus closing cost with West Texas Title Company.

Fiscal Impact

$26,500,000 is appropriated in Capital Improvement Project 92255, Bailey County Well Field Supply Line/Pumping System, with $9,377 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Stanton

Budget Detail

CIP Detail

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 34, Block JS, Lubbock, Lubbock County, Texas, for the Bailey County Well Field Supply Line Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $9,377.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

ccdocs/RES.Easement.Stanton
May 2, 2014

EASEMENT

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

Jay Hardy Stanton and wife, Patricia Stanton, with mailing address of 9502 York Avenue, Lubbock, Texas 79424, hereinafter referred to as GRANTOR, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement to install transmission lines and to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, pipeline trail road on non cultivated areas, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water and/or waste water through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for the sole purpose of: (a) the right to perform Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of ingress and egress and regress to and from and access on and along said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for the Permitted Uses; and (c) the right

to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner, in compliance with all Legal Requirements, and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water and/or waste water, regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located. Provided; however, if, at any time after the effective date of this easement, Grantee should abandon all of the rights granted herein for said pipeline and appurtenances constructed upon said land and if such abandonment should continue for a continuous twenty-four (24) month period, this Agreement shall ipso facto terminate and revert to Grantor, its heirs, legal representatives, and assigns, provided, however, such time shall be extended for such period of time that Grantee is unable to exercise his rights granted hereunder because of Force Majeure. Force Majeure shall be any event beyond the reasonable control of Grantee in the exercise of due diligence. Within three hundred sixty-five (365) days of Grantee's abandonment of this Easement, the pipeline and all appurtenances related thereto on the Easement Lands shall become the property of Grantor.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

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

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. This conveyance is made without warranty of title.

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

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

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

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

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

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

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

25. This Agreement embodies the entire agreement between the parties hereto with respect to the Easements and supersedes any and all agreements, representations, warranties, or statements which may have been made between the parties prior to the date hereof, whether express, implied, written or verbal, concerning the subject matter hereof and this Agreement shall not be modified or amended except by written instrument executed by each party hereto.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this _____ day of _____, 2014 ("Effective Date").

GRANTOR:

Jay Hardy Stanton

Jay Hardy Stanton

Patricia Stanton

Patricia Stanton

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____

Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

_____

_____

_____

APPROVED AS TO FORM:

_____

Ryan J. Bigbee, Attorney

STATE OF Texas §
§
COUNTY OF Lubbock §

This instrument was acknowledged before me on April 24, 2014, by Jay Hardy Stanton and wife, Patricia Stanton.



Renee Gaumond
Notary Public, State of Texas

Renée Gaumond
Printed Name of Notary
My commission expires: 3-30-2016

STATE OF TEXAS §
COUNTY OF LUBBOCK §

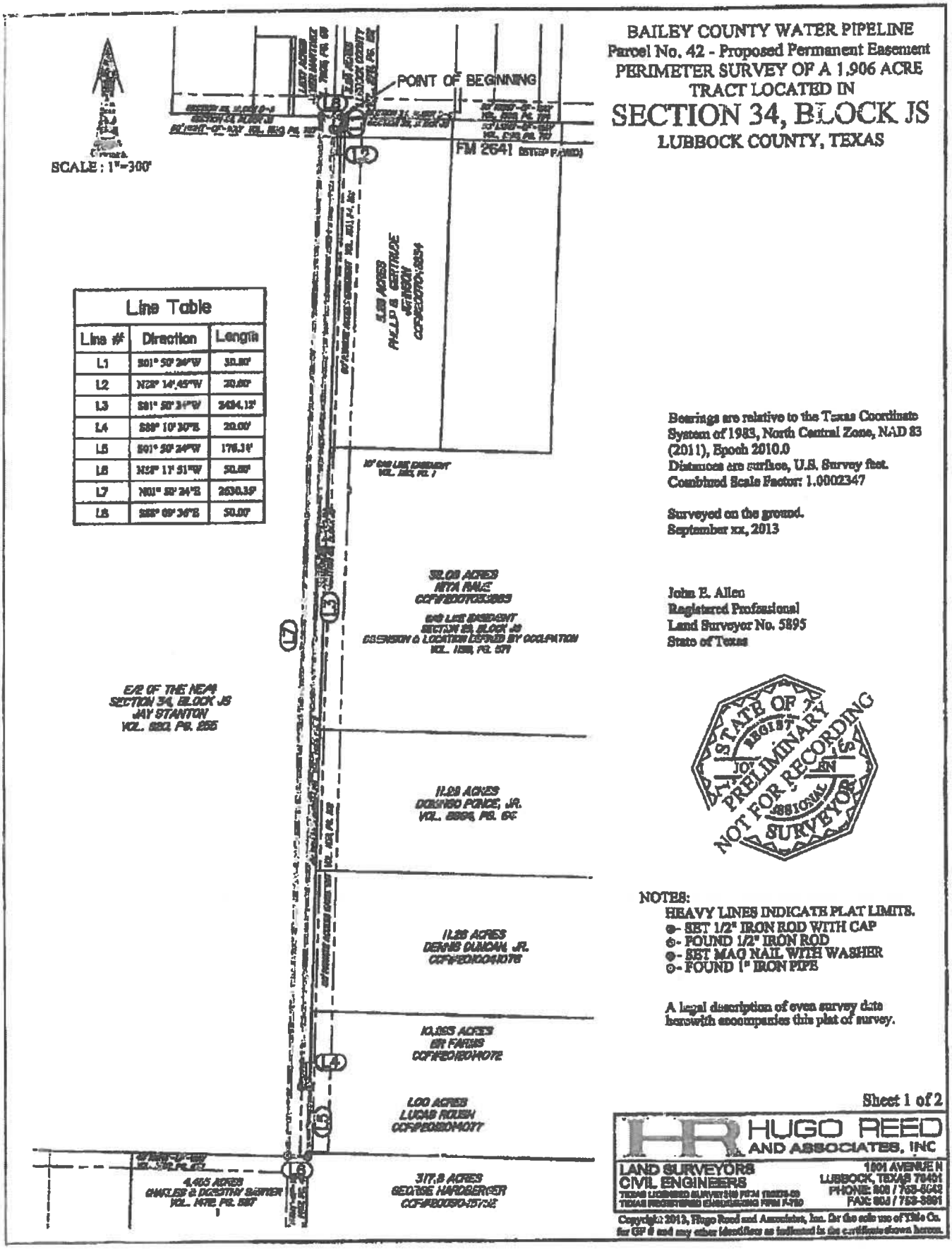
This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 42 - Proposed Permanent Easement
PERIMETER SURVEY OF A 1.906 ACRE
TRACT LOCATED IN
SECTION 34, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	S01° 50' 24"W	30.80'
L2	N28° 14' 45"W	20.00'
L3	S01° 50' 24"W	2634.12'
L4	S88° 10' 30"E	20.00'
L5	S01° 50' 24"W	176.31'
L6	N59° 17' 51"W	50.88'
L7	N01° 50' 24"E	2630.39'
L8	S88° 09' 36"E	50.00'

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

Surveyed on the ground.
September xx, 2013

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR
NOT FOR RECORDING
PRELIMINARY

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
- SET 1/2" IRON ROD WITH CAP
- FOUND 1/2" IRON ROD
- SET MAG NAIL WITH WASHER
- FOUND 1" IRON PIPE

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

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100139-00
TEXAS REGISTERED ENGINEERING FIRM F-1760
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-8402
FAX: 806 / 763-8881

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BAILEY COUNTY WATER PIPELINE
Parcel No. 42 - Proposed Permanent Easement
PERIMETER SURVEY OF A 1.906 ACRE TRACT LOCATED IN

SECTION 34, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.906 acre parcel located in Section 34, Block JS, Lubbock County, Texas, being a portion of East Half of the Northeast Quarter of said Section 34, Block JS, described in Volume 920, Page 255, Deed Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod found (North: 7307813.48', East: 911712.29') at the common corner of Sections 33 and 34, Block JS, and Sections 35 and 36, Block D-5, Lubbock County, Texas, being the Northwest corner of a 5.28 acre tract described in County Clerk File Number 2007046834, Official Public Records, Lubbock County, Texas, and at the Northeast corner of a 50.00 foot right-of-way easement described in Volume 1380, Page 767, Deed Records, Lubbock County, Texas, and at the Northeast corner of a 20.00 foot gas line easement described in Volume 1193, Page 2, Deed Records, Lubbock County, Texas, and in the South line of a 3.24 acre tract describe in Volume 2711, Page 152, Real Property Records, Lubbock County, Texas, and at the Southeast corner of a 50.00 foot right-of-way easement described in Volume 1380, Page 754, Deed Records, Lubbock County, Texas, and at the Northwest corner of a 50.00 foot right-of-way easement described in Volume 1380, Page 761, Deed Records, Lubbock County, Texas, and at the Northwest corner of a 10.00 foot gas line easement described in Volume 1193, Page 1, Deed Records, Lubbock County, Texas, and at the Northeast corner of said East Half of the Northeast Quarter of Section 34, Block JS, for the Northeast corner of this parcel;

THENCE S. 01°50'24" W. along the common line of said Sections 33 and 34, Block JS, and the common line of said 5.28 acre tract and said East Half of the Northeast Quarter of Section 34, Block JS, and the common line of said 50.00 foot right-of-ways, a distance of 30.00 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 88°14'45" W. a distance of 20.00 to a 1/2" iron rod with cap set in the West line of said 20.00 foot gas line easement for an 'ell' corner of this parcel;

THENCE S. 01°50'24" W. along the West line of said 20.00 foot gas line easement a distance of 2424.12 feet to a 1/2" iron rod with cap set for an 'ell' corner of this parcel;

THENCE S. 88°10'36" E. a distance of 20.00 feet to a 1/2" iron rod with cap set in common line of said Section 33 and 34, Block JS, and in the West line of a 1.00 acre tract described in County Clerk File Number 2012014077, Official Public Records, Lubbock County, Texas, and in the East line of said East Half of the Northeast Quarter of Section 34, Block JS, for a corner of this parcel;

THENCE S. 01°50'24" W. along the common line of said Sections 33 and 34, Block JS, and the West line of said 1.00 acre tract, at 166.16 feet pass a 1" iron pipe found at the Northwest corner of a 317.8 acre tract described in County Clerk File Number 2009045752, Official Public Records, Lubbock County, Texas, continuing for a total distance of 176.18 feet to a 1/2" iron rod with cap set at the Northeast corner of Northwest Place, an Addition to the County of Lubbock, according to the map, plat and/or dedication deed thereof approved in County Commissioners Court Minutes dated April 12, 1976, and in the North line of a 50.00 foot right-of-way described in Volume 1467, Page 432, Deed Records, Lubbock County, Texas, and at the Southeast corner of said East Half of the Northeast Quarter of Section 34, Block JS, for the Southeast corner of this parcel;

THENCE N. 88°11'51" W. along the North line of said 50.00 foot right-of-way described in Volume 1467, Page 432, and the South line of said East Half of the Northeast Quarter of Section 34, Block JS, at 20.00 feet pass the Southwest corner of said 20.00 foot gas line easement, continuing for a total distance of 50.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

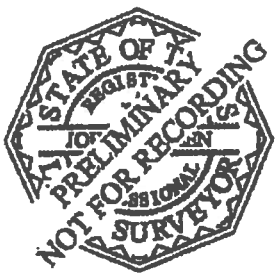
THENCE N. 01°50'24" E. at 2580.35 feet pass the South line of said 50.00 foot right-of-way described in Volume 1380, Page 767, continuing for a total distance of 2630.35 feet to a mag nail with washer set in the common line of said Section 34, Block JS, and Section 35, Block D-5, and in the North line of said 50.00 foot right-of-way described in Volume 1380, Page 767, and in the South line of said 50.00 foot right-of-way described in Volume 1380, Page 128, and in the South line of a 1.837 acre tract described in Volume 7205, Page 69, Real Property Records, Lubbock County, Texas, and in the North line of said East Half of the Northeast Quarter of Section 34, Block JS, for the Northwest corner of this parcel;

THENCE S. 88°09'36" E. along the common line of said Section 34, Block JS, and Section 35, Block D-5, and the common line of said 1.837 acre tract and said East Half of the Northeast Quarter of Section 34, Block JS, a distance of 50.00 feet to the Point of Beginning.

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

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

Surveyed on the ground
September xx, 2013



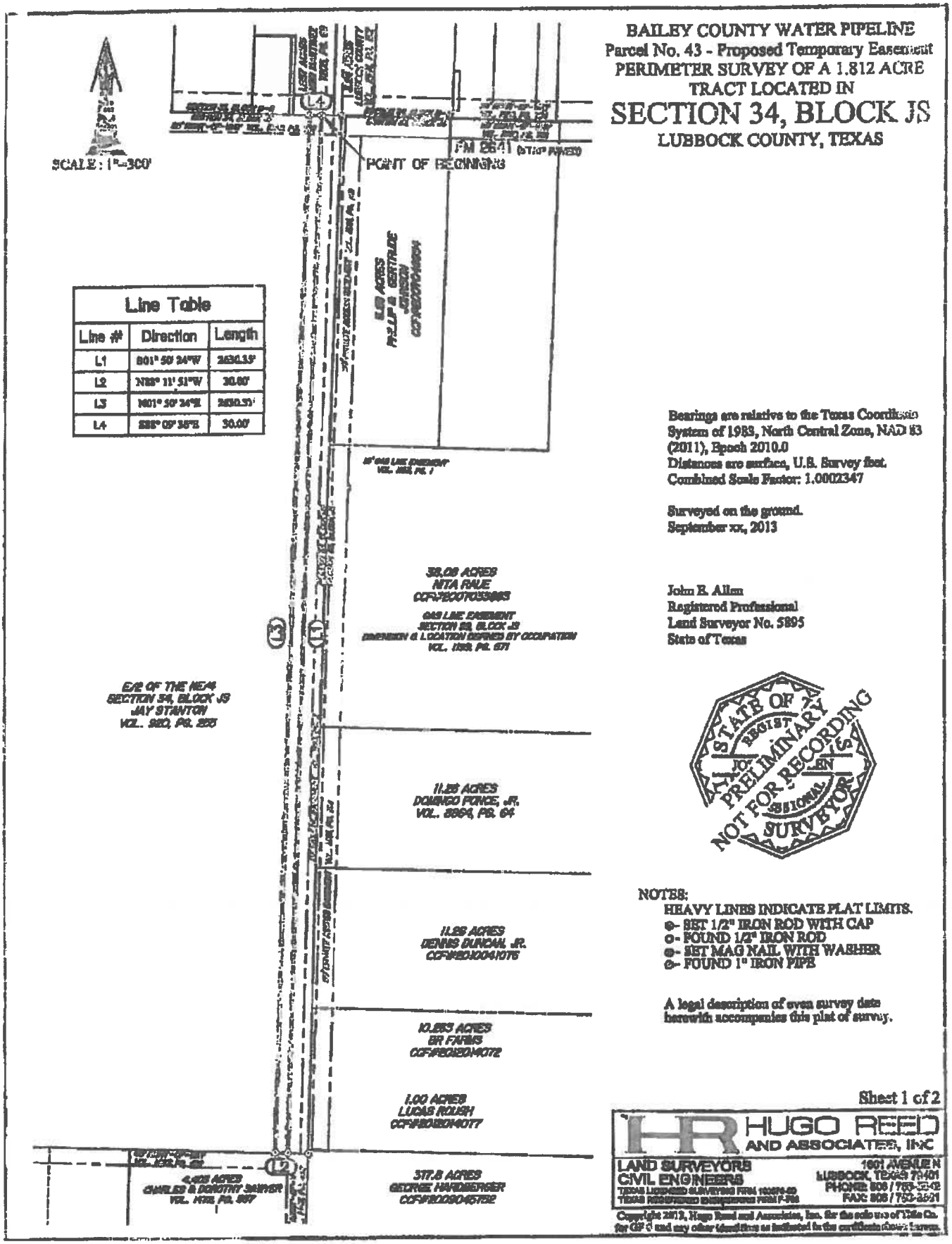
John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-8542
FAX: 806 / 763-8681

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Exhibit B
Legal Description of the Temporary Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 43 - Proposed Temporary Easement
PERIMETER SURVEY OF A 1.812 ACRE
TRACT LOCATED IN
SECTION 34, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	S01° 50' 24"W	2630.13'
L2	N88° 11' 51"W	30.00'
L3	N01° 50' 24"E	2630.53'
L4	S88° 09' 36"E	30.00'

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

Surveyed on the ground.
September xx, 2013

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

STATE OF TEXAS
REGISTERED
FOR PRELIMINARY
NOT FOR RECORDING
PROFESSIONAL
SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊕- SET 1/2" IRON ROD WITH CAP
o- FOUND 1/2" IRON ROD
⊕- SET MAG NAIL WITH WASHER
⊕- FOUND 1" IRON PIPE

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

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-8402
FAX: 806 / 762-3621

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BAILEY COUNTY WATER PIPELINE
Parcel No. 43 - Proposed Temporary Easement
PERIMETER SURVEY OF A 1.812 ACRE TRACT LOCATED IN

SECTION 34, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.812 acre parcel located in Section 34, Block JS, Lubbock County, Texas, being a portion of East Half of the Northeast Quarter of said Section 34, Block JS, described in Volume 920, Page 255, Deed Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a mag nail with washer set (North: 7307815.08', East: 911662.32') in common line of Section 34, Block JS and Section 35, Block D-5, Lubbock County, Texas, and in the North line of a 50.00 foot right-of-way easement described in Volume 1380, Page 767, Deed Records, Lubbock County, Texas, and in the South line of a 50.00 foot right-of-way easement described in Volume 1380, Page 128, Deed Records, Lubbock County, Texas, and at the Northwest corner of a 20.00 foot gas line easement described in Volume 1193, Page 2, Deed Records, Lubbock County, Texas, and in the South line of a 1.837 acre tract described in Volume 7205, Page 69, Real Property Records, Lubbock County, Texas, and in the North line of said East Half of the Northeast Quarter of Section 34, Block JS, which bears N. 01°50'24" E. a distance of 50.00 feet from a 1/2" iron rod found at the common corner of Sections 33 and 34, Block JS, and Sections 35 and 36, Block D-5, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°50'24" W. a distance of 2630.35 feet to a 1/2" iron rod with cap set at the Southwest corner of said 20.00 foot gas line easement and in the North line of Northwest Place, an Addition to the County of Lubbock, according to the map, plat and/or dedication deed thereof approved in County Commissioners Court Minutes dated April 12, 1976, Lubbock County, Texas, and in the the South line of said East Half of the Northeast Quarter of Section 34, Block JS, for the Southeast corner of this parcel;

THENCE N. 88°11'51" W. along the common line of said Northwest Place and said East Half of the Northeast Quarter of Section 34, Block JS, a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°50'24" E. at 2580.37 feet pass the South line of said 50.00 right-of-way easement described in Volume 1380, Page 767, continuing for a total distance of 2630.37 feet to a 1/2" iron rod with cap set in the common line of said 50.00 right-of-way easements, and in the common line of said Section 34, Block JS, and Section 35, Block D-5, and in the South line of said 1.837 acre tract and in the North line of said East Half of the Northeast Quarter of Section 34, Block JS, for the Northwest corner of this parcel;

THENCE S. 88°09'36" E. along the common line of said Section 34, Block JS, and Section 35, Block D-5, and the common line of said 1.837 acre tract and said East Half of the Northeast Quarter of Section 34, Block JS, and the common line of said 50.00 foot right-of-way easements, a distance of 30.00 feet to the Point of Beginning.

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

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

Surveyed on the ground
September xx, 2013

STATE OF TEXAS
REGISTERED
FOR PRELIMINARY
NOT FOR RECORDING
PROFESSIONAL
SURVEYOR

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

HUGO REED AND ASSOCIATES, INC
LAND SURVEYORS
CIVIL ENGINEERS
1501 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-8942
FAX: 806 / 763-8951

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City of Lubbock, TX
Capital Project
Project Cost Detail
May 22, 2014

Capital Project Number:	92255
Capital Project Name:	BCWF Supply Line/ Pumping System

		Budget
Encumbered/Expended		
City of Lubbock Staff Time	$	37,203
Advertisement		146
Misc. Services		51,000
Freese & Nichols - LHB Assessment Professional Services		378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering		274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services		2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services		690,367
Freese and Nichols - Pump Station 16 Preliminary and Final Design		1,567,600
Western Summit Constructors, Inc. - BCWF Supply Pipeline Construction Contract A		6,167,173
Western Summit Constructors, Inc. BCWF Supply Pipeline Construction Contract A Change Order 1		(46,194)
Western Summit Constructors, Inc. Contract A Change Order 2 - BCWF Supply Pipeline Constrction		(101,499)
Pump Station 7 Land Acquisition		708,471
Pipeline Land Acquisition		278,845
Garney Construction - BCWF Supply Pipeline Construction Contract B		9,144,464
Current Agenda Items- May 22, 2014		
Jay Hardy Stanton - Section 34 Block JS, Lubbock County,		9,377
Encumbered/Expended to Date		21,323,111
Estimated Costs for Remaining Appropriation		
Construction		5,176,889
Remaining Appropriation		5,176,889
Total Appropriation To Date	$	26,500,000

Managing Department **Pumping & Control**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

The following work will be performed with this project as supported by a recent engineering evaluation of the Low Head B pump station, pump station No. 9, pump station No. 7 and the Bailey County Well Field (BCWF) supply line.

1. Add a new branch to the BCWF supply line to relocate the main system connection directly to pump station No. 7 and by-pass the aged Low Head B pump station.

2. Demolish the Low Head B pump station.

3. Rehabilitate or Relocate and replace pump station No. 7

4. Rehabilitate pump station No. 9

Project Justification

Replacing aging infrastructure insures reliable continuous water service to Lubbock citizens and reduces annual maintenance costs, system failures, and utility expenses.

Project History

$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.
$9.5 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$16.0 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000
Total Project Appropriation	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2014 Water Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
FY 2015 Water Revenue CO's	0	0	12,000,000	0	0	0	0	12,000,000
FY 2016 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	10,500,000	16,000,000	12,000,000	1,000,000	0	0	0	39,500,000

Regular City Council Meeting **6. 14.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 9245 a lease agreement with Kimco Lubbock, L.P., for the current Godeke Library branch, to terminate the lease effective June 29, 2014.

Item Summary

The City currently has a lease agreement with Kimco Lubbock, L.P. for Godeke library. The termination date is September 29, 2014, however, both parties have agreed to end the lease on June 29, 2014.

Fiscal Impact

Payments to Kimco Lubbock, L.P. will cease on June 29,2014, reducing the lease expenditure by a total of $63,990.00 for the three months remaining on the lease.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution - KIMCO

Lease Termination Agreement - KIMCO

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 Lease Termination Agreement in connection with the property located in a shopping center known as South Plains Plaza in Lubbock, Texas, by and between the City of Lubbock and KIMCO LUBBOCK L. P., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Deputy City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

RES.Agreement-Lease Termination KIMCO LUBBOCK LP
5.9.14

Revised April 28, 2014
Revised May 6, 2014

LEASE TERMINATION AGREEMENT

Project ID: STXL0678/	Lease ID: LCITYLU00	Tenant ID: TCITYLU00

AGREEMENT dated as of _____, 2014, by and between **KIMCO LUBBOCK L.P.**, having an address at 3333 New Hyde Park Road, P. O. Box 5020, New Hyde Park, New York 11042-0020 (hereinafter called "Landlord") and **CITY OF LUBBOCK,** having an address at 1625 13TH Street, Lubbock, TX 79457 (hereinafter called "Tenant"), which terms "Landlord" and "Tenant" shall include the successors and assigns of the respective parties.

WITNESSETH:

WHEREAS, by Lease Agreement dated October 27, 2009, Landlord leased to Tenant (collectively, the "Parties") certain premises (the "Leased Premises") in a shopping center known as South Plains Plaza (the "Shopping Center"), located in Lubbock, TX (said Lease Agreement, as heretofore amended, modified and/or supplemented, being hereinafter called the "Lease"); and

WHEREAS, the Parties hereto have agreed to cancel and terminate the Lease as provided in this Lease Termination Agreement (the "Agreement").

NOW, THEREFORE, in consideration of the mutual covenants herein contained and the sum of One ($1.00) Dollar and other good and valuable considerations, paid by each party hereto to the other, the receipt and sufficiency of which are hereby mutually acknowledged, the Parties hereto hereby agree as follows:

1. Lease Cancellation and Termination. Effective as of the Lease Termination Date (as such term is hereinafter defined), the Lease and all other documents, agreements and instruments creating any rights in favor of Tenant or Landlord in connection with the Leased Premises (the "Lease Documents") are, and shall be, cancelled, terminated and extinguished and shall be of no further force and effect. **The "Lease Termination Date" shall be June 29, 2014.**

2. Consideration For Cancellation and Termination. Landlord agrees to cancel and terminate the Lease Documents in consideration for Tenant's agreement to relinquish all rights that Tenant may have with respect to the Leased Premises. On the Lease Termination Date, Tenant shall tender to Landlord any amount due and owing to Landlord under the Lease.

3. Certified Checks. All payments required to be made by Tenant to Landlord under this Agreement shall be made by bank check or certified check.

4. Occupancy of Leased Premises. Tenant shall occupy the Leased Premises until the Lease Termination Date in accordance with all of the terms and conditions of the Lease including the payment of all rent and charges through and including the Lease Termination Date except that any right of renewals or extensions of the Lease are deleted.

5. Delivery of Leased Premises. On the Lease Termination Date, Tenant shall deliver exclusive possession of the Leased Premises to Landlord: (i) vacant and free of all tenants, licensees or other occupants and free of all other persons claiming rights by, through or under Tenant; (ii) clear of all personal property and fixtures of Tenant, including, without limitation, Tenant's merchandise, inventory, furniture, equipment, shelves, counters, carpeting, trade fixtures and signs; provided, however, that the interior lighting fixtures, interior partitions, the heating, ventilating and air conditioning units and systems which service the Leased Premises and other utility systems which service the Leased Premises whether located inside or outside the Leased Premises shall remain as Landlord's sole property undisturbed; and (iii) broom clean and in good condition and with all mechanical, plumbing, HVAC, and electrical systems in good working order. Tenant's removal of its property shall be done in a good and workmanlike manner so as not to interfere with the occupancy or business operations of other tenants in the Shopping Center and shall thereupon surrender all remaining right, title and interest which Tenant may have in the Leased Premises. On the Lease Termination Date, Landlord shall have the right to conduct an inspection of the Leased Premises to ensure that the Leased Premises have been delivered as provided for herein. If any of Tenant's property shall remain after the Lease Termination Date, it shall be deemed abandoned and become the property of the Landlord but Tenant nevertheless shall be liable for costs of removal and disposal.

6. Tenant's Payment and Other Obligations. Tenant agrees that Tenant will remain liable to Landlord for all payment obligations (including, without limitation, rent, additional rent, and tax, common area maintenance and insurance reimbursement, if any) and all other obligations under the Lease accrued through (and including) the later of (i) the Lease Termination Date or (ii) the date Tenant has delivered the Leased Premises to Landlord in the condition required by this Agreement (the later of the foregoing dates being called the "Surrender Date"), the foregoing amounts to be prorated on a per diem basis for any partial month in the event the Surrender Date occurs on a day other than the last day of a calendar month, and Tenant shall be liable for all costs and expenses incurred by Landlord in repairing

any damage to the Leased Premises resulting from Tenant's removal from the Leased Premises. To the extent permitted by law, Tenant shall defend, indemnify and save Landlord harmless from any third party charges, such as (without limitation) utility charges, incurred during the period up to and including the Lease Termination Date. Tenant acknowledges that Landlord is not holding a security deposit or other security under the Lease or otherwise.

7. Pylon Signs. Tenant hereby acknowledges it does not have any ownership rights to or right to remove any pylon signs located at the Shopping Center, except that Tenant has the right to remove its sign panels, if any, from Shopping Center pylons. Tenant shall coordinate with Landlord so that Landlord can insert a blank panel in Tenant's former pylon sign location.

8. Entry. Following the date hereof and prior to the Lease Termination Date, Landlord and its agents and designees shall have the right to enter the Leased Premises for the purpose of inspections, measurements, etc., to show the Leased Premises to prospective tenants, and for the purpose of placing and maintaining “for rent" signs on the front or any other part of the exterior of the Leased Premises. Any such entry by Landlord or its agents or designees shall not be deemed to constitute a repossession of the space.

9. Warranties. Effective as of the Lease Termination Date, Tenant hereby assigns to Landlord any assignable warranties or guaranties in Tenant's favor or for Tenant's benefit regarding the roof, HVAC or other systems or portions of the Leased Premises. Until the Lease Termination Date, Tenant shall retain all of said warranties and guaranties. Tenant agrees that on the Lease Termination Date (or thereafter) Tenant shall execute and deliver any other documents or instruments as Landlord may request to evidence or effectuate such assignment; and that Tenant shall fully cooperate with Landlord to enforce any such warranties and guaranties for the benefit of Landlord and/or any tenant of the space, whether or not such warranties or guaranties are assignable.

10. Authority. Tenant represents as follows: Tenant is either the same corporation or the successor to the party which entered into the Lease Documents, Tenant is authorized to enter into this Agreement and no consent or authorization from any other party, person or entity is required for the execution of this Agreement by Tenant; Tenant has not assigned, transferred or conveyed any of its interest under the Lease Documents; Tenant has not granted any other person, party or entity any right to occupy or possess the Leased Premises; and Tenant has not granted a security interest in, or otherwise encumbered, its interest in the Lease Documents, the Leased Premises, or any furniture, fixtures, or equipment, therein (or, if granted, such security interest or encumbrance has expired).

11. Remedies. If Tenant fails to vacate the Leased Premises on the Lease Termination Date, Landlord shall be entitled to liquidated damages and not as rental income (and not as a penalty, actual damages being impractical or impossible to determine) in the amount of $1,135.00 from Tenant for each day after the Lease Termination Date that Tenant remains in possession of the Leased Premises.

12. Governing Law. This Agreement shall be governed by the Laws of Texas.

13. No Broker. Landlord and Tenant represent and warrant to each other that they have not dealt with any broker in connection with this Agreement and Landlord and Tenant, to the extent permitted by law, do hereby agree to defend, indemnify and hold each other harmless of and from any claim of or liability to any broker, finder, or like agent with whom such party may have dealt by reason of the execution and delivery of this Agreement, and all expenses related thereto, including, without limitation, reasonable attorneys' fees and disbursements, based on alleged dealings with the indemnifying party.

14. Miscellaneous. This Agreement contains the entire understanding of the parties with respect to its subject matter hereof and supersedes all prior written agreements of the parties with respect to the subject matter hereof. This Agreement may only be amended by a writing signed by both of the parties hereto. Effective as of the Lease Termination Date, Tenant hereby releases Landlord from all duties, liabilities and/or obligations which have arisen, or would arise, out of or under the Lease Documents, whether accrued, known, unknown, contingent, or otherwise. Tenant hereby acknowledges and agrees that as of the date of this Agreement: (i) Landlord has fully and completely discharged its obligations under the Lease which have arisen or accrued prior to the date of this Agreement; and (ii) Tenant hereby waives and releases any and all claims under the Lease for any credit or refund of any excess payment made by Tenant to Landlord under the Lease or for any other payment due from Landlord under the Lease (the “Excess Payment”), and Landlord will either retain the Excess Payment, if any, for its own account, or will apply the Excess Payment to any amounts due and owing Landlord under the Lease. Furthermore, nothing contained in this Agreement shall be construed or interpreted to release Tenant from its obligation to perform this Agreement or, to the extent permitted by law, to indemnify, defend, and hold Landlord harmless from any claims by third parties for claims arising at the Leased Premises during Tenant’s occupancy of same. The submission of this Agreement to Tenant does not create any rights in Tenant unless and until this Agreement is executed by both Landlord and Tenant. The Lease Termination Date is a date which is "time of the essence." All covenants, agreements and indemnities contained herein shall survive the Lease Termination Date. All capitalized terms used herein shall have the meaning ascribed thereto in the Lease unless otherwise defined herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. This Agreement shall not be recorded. Tenant agrees to execute such documents as Landlord shall reasonably request sufficient to remove of record any notice or memorandum of the Lease.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

LANDLORD: **KIMCO LUBBOCK L.P.**
By: Kimco Lubbock 678, Inc., its general partner

WITNESSES:

By: _____ _____
Name:
Title:
Date:_____

TENANT: **CITY OF LUBBOCK** WITNESSES:

By: _____ _____
Name:
Title: _____
Date:_____

ACKNOWLEDGMENT FOR LANDLORD:

State of)
)ss.:
County of)

On the _____ day of _____ in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGMENT FOR TENANT:

State of)
)ss.:
County of)

On the _____ day of _____ in the year 2014 before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

Regular City Council Meeting **6. 15.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11809 with Centennial Moisture Control for Building Envelope Repair at Fire Station 11, RFP 14-11809-TF.

Item Summary

The contract is for supplying the materials and labor to make Fire Station 11, which serves the airport,water-tight. The scope has three phases:

Phase 1, Removal of existing soil at the north and west elevations in order to apply remedial sub-grade waterproofing repairs. Contractor shall remove brick and install all specified membrane flashings and required accessories. Five year labor and materials warranty provided. Phase 2. Removal of existing sealant at all masonry control joints, masonry to metal joints around doors and penetrations on exterior wall elevations. Contractor shall install all specified sealants and required accessories. Five year labor and materials warranty and a five year manufacturer's material warranty provided. Phase 3. Removal of existing sealant at all glass to metal joints on exterior elevations. Contractor shall install all specified sealants and required accessories. Five year labor and materials warranty and a five year manufacturer's material warranty provided.

Proposals were received from the following contractor

Contractor	Amount
Centennial Moisture Control of Irving, TX	$ 109,770
Chamberlin Oklahoma, LLC of Moore, OK	124,010

An evaluation committee independently reviewed the proposals using the following criteria: Price (60%), Contractor Qualifications (20%), Record of Performance (10%) and Construction Time (10%). The maximum point value is 100 points.

The Proposals were ranked as follows:

Contractor	Points
Centennial Moisture Control of Irving, TX	97
Chamberlin Oklahoma, LLC of Moore, OK	79

Staff and the Evaluation Committee recommend the lump sum contract be awarded to the highest ranked proposal, Centennial Moisture Control, of Irving, TX, for the amount of $109,770. Time for completion is 90 consecutive calendar days with liquidated damages of $100 per consecutive calendar day.

Fiscal Impact

$2,595,009 is appropriated in Capital Improvement Project 91220, Major Repairs at Fire Facilities, with $109,770 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

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Attachments

Resolution & Contract - Centennial Moisture Control

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. 11809 for building envelope repair at Fire Station #11, by and between the City of Lubbock and Centennial Moisture Control, of Irving, 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:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Centennial
April 28, 2014

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: April 7, 2014

PROJECT NUMBER: **RFP 14-11809-TF - Building Envelope Repair at Fire Station #11**

Proposal of Centennial Moisture Control
(hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a **Building Envelope Repair at Fire Station #11** having carefully examined the plans, specifications, instructions to offerors, notice to offerors 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 price to cover all expenses incurred in performing the work required under the contract documents.

BASE BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Base bid consists of the materials and labor necessary for the building envelope repair at Fire Station #11, as specified herein.	LS	$19,500.00	$90,270.00	$109,770.00
				TOTAL LUMP SUM	$ 109,770.00

DURATION

1. Contractors proposed CONTRUCTION TIME for completion:

TOTAL CALENDAR DAYS: 90

Offeror 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 **120 CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$100** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror's Initials

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **60** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within 10 days after notice of award of the contract to him.


Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of One Hundred Nine Thousand Seven Hundred Seventy **Dollars ($** 109,770 **), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal 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 10 business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.**

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

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

Date: April 7, 2014

Authorized Signature

Joseph Tamer
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. #1 Date 04/01/2014
Addenda No. #2 Date 04/03/2014
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Centennial Moisture Control
Company
1780 Hurd Dr
Address
Irving, Dallas
City, County
Texas, 75038
State Zip Code
Telephone: 214 - 350-7689
Fax: 214 - 352-1306
Email: _____

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2169953

City of Lubbock, TX
Capital Project
Project Cost Detail
May 22, 2014

Capital Project Number:	91220
Capital Project Name:	Major Repairs at Fire Facilities

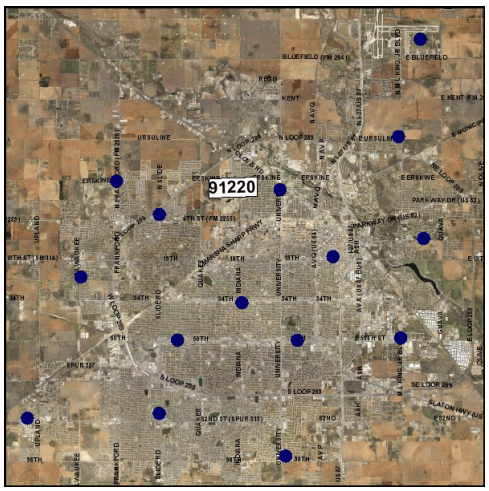
	Budget
Encumbered/Expended	
Fire Facility Repair/Renovations	$ 1,748,409
City of Lubbock Staff Time	11,202
Design	18,908
Furniture and Equipment	228,506
Agenda Item May 22, 2014	
Centennial Moisture Control Contract #11809 (FS11)	109,770
Encumbered/Expended To Date	2,116,795
Estimated Costs for Remaining Appropriation	
Fire Facilities Repair	478,214
Remaining Appropriation	478,214
Total Appropriation	$ 2,595,009

Managing Department **Facilities**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Perform major repairs to existing fire facilities.

The project includes painting, floor covering, plumbing, electrical, minor new construction, HVAC, and other related items. The project includes properly sealing the masonry blocks and other exterior surfaces and refinishing and sealing the exterior doors of the training tower to prevent further water intrusion and replacement of the roof on the burn house with a metal roof system including new metal rafters.

Project Justification
Due to the age, condition, and continual occupancy of the fire stations, renovations and maintenance of the City's 18 fire stations protects Lubbock's investment in each facility. The project remedies significant problems at existing fire stations before they become larger.The repair of the training tower will halt water intrusion that will lead to structural damage. The roof on the burn house has outlived its useful life due to the heat and smoke generated from the training facility and replacement will prevent structural damage to the facility.

Project History
$125,000 was appropriated in FY 2005-06 Budget, Ord. No. 2006-00101, September 28, 2006.
$520,009 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
$1.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$250,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$450,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$250,000 was appropriated in FY 2013-14 Budget Amendment No. 14, Ord. No. 2014-O0030, March 13, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	2,395,259	424,000	250,000	250,000	250,000	250,000	0	3,819,259
Construction Management Support	36,250	8,500	0	0	0	0	0	44,750
Design and Engineering	163,500	17,500	0	0	0	0	0	181,000
Total Project Appropriation	2,595,009	450,000	250,000	250,000	250,000	250,000	0	4,045,009

Funding Detail	Funding to Date	FY 2014-15	Unappropriated Planning Years FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
2005 General Obligation Bonds	125,000	0	0	0	0	0	0	125,000
FY 2011 General Fund Pay-As-You-Go	1,000,000	0	0	0	0	0	0	1,000,000
FY 2013 General Fund Pay-As-You-Go	250,000	0	0	0	0	0	0	250,000
FY 2014 General Fund Pay-As-You-Go	700,000	0	0	0	0	0	0	700,000
FY 2015 General Fund Pay-As-You-Go	0	450,000	0	0	0	0	0	450,000
FY 2016 General Fund Pay-As-You-Go	0	0	250,000	0	0	0	0	250,000
FY 2017 General Fund Pay-As-You-Go	0	0	0	250,000	0	0	0	250,000
FY 2018 General Fund Pay-As-You-Go	0	0	0	0	250,000	0	0	250,000
FY 2019 General Fund Pay-As-You-Go	0	0	0	0	0	250,000	0	250,000
General Fund Pay-As-You-Go	520,009	0	0	0	0	0	0	520,009
Total Funding Sources	2,595,009	450,000	250,000	250,000	250,000	250,000	0	4,045,009

Regular City Council Meeting **6. 16.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11838 with Pharr and Company, for the renovations of the Landwer House located at 1205 North University, RFP 14-11838-TF.

Item Summary

This contract includes supplying the materials and labor for the complete renovations of the Landwer House. The scope includes, but not limited to: Complete renovations of the approximately 3,200 square feet of interior with new floor covering, new wall painting and texture, new ceiling, electrical including lighting, new HVAC systems, new ADA compliant men's and women's restrooms, new kitchen area with fixtures and a new floor plan layout. The exterior renovations will include new windows, doors, painting, and structural repairs as needed. A new entrance will be added along with renovations to the northeast section that will return the appearance close to original. Limited site work will also be included.

Three proposals were received from the following contractors:

Contractor	Amount
Pharr and Company of Lubbock, TX	$ 745,000
WR Construction, Inc. of Lubbock, TX	765,000
Commercial Partners, LTD of Lubbock, TX	847,737

The evaluation committee independently reviewed the proposals using the following criteria: Price 60%, Contractor Qualifications 20%, Record of Performance 10%, and Construction Time 10%. The proposals were ranked as follows:

Contractor	Points
Pharr and Company of Lubbock, TX	100
WR Construction, Inc. of Lubbock, TX	86
Minnix Commercial Partners, LTD of Lubbock, TX	84

Staff and Evaluation committee recommend award of the lump sum contract to the highest ranked proposal, Pharr and Company of Lubbock, TX, for the amount of $745,000. Time for completion is 150 consecutive calendar days with liquidated damages of $150 per consecutive calendar day.

Fiscal Impact

$880,381 is appropriated in Capital Improvement Project 92287, Llano Estacado Lake Improvements, with $745,000 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

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Attachments

Resolution & Contract - Pharr and Company

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. 11838 for Landwer House Renovation, by and between the City of Lubbock and Pharr and Company, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Pharr & Company
May 5, 2014

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT

DATE: April 16, 2014

PROJECT NUMBER: **RFP 14-11838-TF - Landwer House Renovation**

Proposal of Pharr and Company
(hereinafter called Offeror)

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

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a **Landwer House Renovation** having carefully examined the plans, specifications, instructions to offerors, notice to offerors 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 price to cover all expenses incurred in performing the work required under the contract documents.

BASE BID PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR
1	Base bid consists of the materials and labor necessary for the Landwer House renovation, as specified herein.	LS	447,000.00	298,000.00
		TOTAL LUMP SUM	$	745,000.00

DURATION

1. Contractors proposed CONTRUCTION TIME for completion:

TOTAL CALENDAR DAYS: 150

Offeror 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 **150 CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$150** 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.

JKP Offeror's Initials

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **60** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror 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 proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors 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 proposal 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 proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within 10 days after notice of award of the contract to him.


Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for ---------- Dollars ($ ----------) or a Proposal Bond in the sum of Five Percent of Total Bid Amount Dollars ($ ---5% ---), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal 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 10 business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

(Seal if Offeror is a Corporation)

ATTEST:

Secretary Jimmy R. Pharr

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 4/11/2014
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

Date: April 16, 2014

Authorized Signature

Jimmy R. Pharr
(Printed or Typed Name)

Pharr and Company
Company

P O Box 2791
Address

Lubbock, Lubbock
City, County

Texas, 79408
State Zip Code

Telephone: 806 - 763-5263
Fax: 806 - 763-5843
Email: jimmy@pharrco.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2187285

City of Lubbock, TX
Capital Project
Project Cost Detail
May 22, 2014

Capital Project Number	92287
Capital Project Name	Llano Estacado Lake Improvements

	Budget	
Encumbered/Expended		
Professional Services Contract #11120	$	19,960
City of Lubbock charges		609
Professional Services Contract 11419		62,925
Agenda Item - May 22, 2014 Council Meeting		
Pharr and Company Contract 11838		745,000
Encumbered/Expended To Date		828,494
Estimated Costs for Remaining Appropriation		
Unencumbered Funds		51,887
Remaining Appropriation		51,887
Total Appropriation	$	880,381

Managing Department **Facilities**

Project Manager **Wesley Everett**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope
Evaluation and renovation of the existing Landwer House and other improvements as identified in the 2003 Fiesta Master Plan.

Project Justification
The Landwer house used to serve as a party house and community center however, it is old and deteriorating and no longer able to be used.

Project History
The Landwer house was built in the early 1900's and was one of the first structures located in the Canyon Lakes System. It was acquired by the City in 1972, and was utilized as a party house until a few years ago.

$414,169 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$466,212 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	762,381	0	0	0	0	0	0	762,381
Construction Management Support	39,400	0	0	0	0	0	0	39,400
Design and Engineering	78,600	0	0	0	0	0	0	78,600
Total Project Appropriation	880,381	0	0	0	0	0	0	880,381

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
FY 2012 Tax Supported Revenue CO's	2,137	0	0	0	0	0	0	2,137
FY 2013 Tax Supported Revenue CO's	412,032	0	0	0	0	0	0	412,032
FY 2014 General Fund Pay-As-You-Go	466,212	0	0	0	0	0	0	466,212
Total Funding Sources	880,381	0	0	0	0	0	0	880,381

Regular City Council Meeting **6. 17.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute a General Warranty Deed and all other necessary documents in connection with the acceptance by the City of Lubbock of certain real property located in Lakewood Estates at the intersection of 100th Street and Fulton Avenue, Lubbock, Lubbock County, Texas, for purposes related to a Storm Water Detention Basin.

Item Summary

In June of 2002, Developers Truitt Craft and James Pipkin requested the Parks and Recreation Advisory Board consider the development of parkland in the vicinity of 98th Street and Frankford Avenue (proposed development plan attached). The development consisted of 360 acres. The topography in the area was fairly flat, therefore excavation would be required to accommodate water drainage. The linear area in the center of the proposed development was planned for excavation. The soil that was to be removed from the basin was to be used to raise the ground elevations of the surrounding lots and accommodate drainage.

The Developers involved in the property showed an interest in developing the drainage basins as parks. It was anticipated the basins would be dry over 98% of the year. Subsurface drainage would be constructed to allow water to flow into the basins without damaging the turf. Recreation amenities such as playing fields and open space could be constructed in the basin and walking tracks and other amenities could be developed on top of the basins. The property north of 98th Street would provide adequate property above the flood plain to develop park amenities such as a playground and pavilion. The Developers had agreed to consider donating the land and funding improvements including the drainage, irrigation and turf.

The Playa Lake Development Ordinance and Policy that was in effect at the time (copies attached), allows Developers to dedicate drainage basins as stormwater detention basins or parks. If the basins are developed as parks, the property must meet the minimum requirements set forth by the City of Lubbock Parks Master Plan or negotiated with the Parks and Recreation Board. Improvements within the proposed Park area are to be negotiated and approved by the Parks and Recreation Manager and the Parks and Recreation Board. Any irrigation systems, approved by the Parks and Recreation Manager, are to be installed by the Owner/Developer prior to any vegetative cover being placed around the lake area. Any variances to the policy elements required for a park are to be approved in writing by the Parks and Recreation Board.

Mr. Craft and Mr. Pipkin stated that they were willing to give up some developable land, put in turf, irrigation and other amenities to make the open space into parkland. The Parks and Recreation Board approved a motion, on June 25, 2002, to approve the concept that the drainage areas, in the development in the vicinity of 98th and Frankford, to be developed as park property with the Staffs recommended conditions being met. The negotiated improvements included the site grading, installation of irrigation, turf establishment and tree plantings. Developable land, above the flood plain, would be provided adjacent to Iola Avenue and 95th Street.

Mr. Pipkin is responsible for developing the property north of 98th Street and Mr. Craft and his partners are responsible for the property to the south. Mr. Craft is requesting the Council accept the detention basin in its current state. The site grading and drainage improvements were completed. The irrigation system was never completed and is not functioning and turf has not been established. Forty-five trees have been planted and twenty-two are surviving.

Fiscal Impact

A Capital Improvement Project for development will be submitted in the FY 2014-15 Budget. The estimated cost for the City to stabilize the perimeter of the property, which includes irrigation, top soil, grading/turf reseeding, accessible parking and walking track is as follows:

Irrigation and Controls	$140,603.00
Repair Concrete Inlets	50,000.00
Topsoil (due to erosion)	60,000.00
Grading/Turf Reseeding	137,018.00
Accessible Parking	8,900.00
Perimeter Walking Track	95,820.00
Estimate Subtotal	$492,341.00
Contingency 15%	73,851.00
Total Estimate	$566,192.00

The estimated annual maintenance cost, including mowing 17 times per growing season on the irrigated portion, 3 times per year on the non-irrigated portion, fertilizer, weed control, litter removal, repairs, labor, equipment, and materials is $19,300.

Staff/Board Recommending

Scott Snider, Assistant City Manager Community Services

Attachments

Resolution - Detention Basin

Warranty Deed

Exhibit A

RESOLUTION

WHEREAS, Articles 30.04 and 38.06 of the Code of Ordinances of the City of Lubbock (the "Ordinances"), provide, among other things, that the City of Lubbock (the "City"), may take ownership of real property as a storm water detention basin in the event the City shall deem ownership advisable; and

WHEREAS, Craft Development Corp., a Texas corporation (the "Developer"), owns certain lands, hereinafter described and located in the City of Lubbock (the "Lands") that it desires to convey to the City pursuant to the Ordinances; and

WHEREAS, the Developer has maintained the property for a period of sufficient time to satisfy the City Engineer and the City Council of the City of Lubbock that such property is acceptable for City ownership; and

WHEREAS, the City Council of the City of Lubbock, Texas finds that accepting the Lands is in the best interest of the citizens of Lubbock.

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

THAT it is in the best interest of the citizens of the City of Lubbock that the City accept ownership of the Lands and that the Mayor of the City of Lubbock be and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a General Warranty Deed from Craft Development Corp., a Texas corporation, as Grantor, to the City of Lubbock, as Grantee, evidencing the acceptance of ownership by the City of Lubbock as a storm water detention basin, and any other related documents. Said General Warranty Deed 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 May, 2014.

_____
GLEN C. ROBERTSON, Mayor

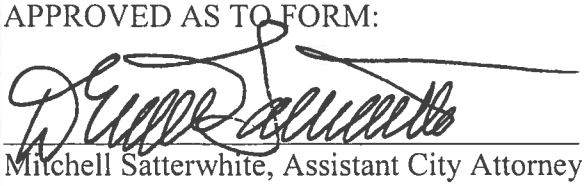
ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

Res.Craft Dedication Stormwater Drainage Basin 5.7.14

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

Date: November , 2013

Grantor: CRAFT DEVELOPMENT CORP., a Texas corporation, acting herein by and through its authorized officer, Truett Craft, President

Grantor's Mailing Address: 4225 85th Street, Lubbock, Lubbock County, Texas 79423

Grantee: CITY OF LUBBOCK, a Home Rule Municipal Corporation of Lubbock County, Texas

Grantee's Mailing Address: P. 0. Box 2000, Lubbock, Lubbock County, Texas 79457

Consideration: The fulfillment by Grantor of all standards for acceptance by the City of Lubbock of ownership of a stormwater detention basin as set forth in Articles 30.04 and 38.06 of the Code of Ordinances of the City of Lubbock.

Property (including any improvements):

TRACT "A", LAKEWOOD ESTATES to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat and/or Dedication Deed thereof recorded in Volume 8629, Page 57 of the Real Property Records of Lubbock County, Texas.

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty:

SUBJECT TO any and all conditions and restrictions, outstanding mineral reservations and easements of record, if any, relating to the hereinabove described property, to the extent, and only to the extent, that the same may be in full force and effect.

AS A MATERIAL PART OF THE CONSIDERATION FOR THIS CONVEYANCE, THE PARTIES HERETO DO AGREE THAT GRANTEE IS TAKING THE PROPERTY "AS IS" WITH ANY AND ALL LATENT AND PATENT DEFECTS AND THAT THERE IS NO WARRANTY BY GRANTOR THAT THE PROPERTY IS FIT FOR A PARTICULAR PURPOSE. GRANTEE ACKNOWLEDGES THAT GRANTEE IS NOT RELYING UPON ANY REPRESENTATION, STATEMENT OR OTHER ASSERTION WITH RESPECT TO THE PROPERTY CONDITION, BUT IS RELYING SOLELY UPON GRANTEE'S EXAMINATION OF THE PROPERTY. GRANTEE TAKES THE PROPERTY UNDER THE

EXPRESS UNDERSTANDING THAT THERE ARE NO EXPRESS OR IMPLIED WARRANTIES (EXCEPT FOR THE WARRANTIES OF TITLE SET FORTH HEREINBELOW).

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, gives, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

CRAFT DEVELOPMENT CORP.,
a Texas corporation

BY: _____
TRUETT CRAFT, President

ACCEPTED:

_____
GLEN C. ROBERTSON, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

ACKNOWLEDGMENTS

THE STATE OF TEXAS §
§
LUBBOCK COUNTY §

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared TRUETT CRAFT, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the instrument as the act of CRAFT DEVELOPMENT CORP., a Texas corporation, and that he executed the instrument on behalf of the corporation for the purposes and consideration expressed, and in the capacity hereinabove stated.

[SEAL]

_____
Notary Public, State of Texas

THE STATE OF TEXAS §
§
LUBBOCK COUNTY §

BEFORE ME, the undersigned, being a Notary Public in and for the State of Texas, on this day personally appeared GLEN C. ROBERTSON, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the instrument as the act of the CITY OF LUBBOCK, a Home Rule Municipal corporation, on behalf of said corporation, for the purposes and consideration expressed.

[SEAL]

_____
Notary Public, State of Texas

Frankford Ave
Fulton Ave
Gardner Ave
Homestead Ave
Hyden Ave
Grover Ave
Genoa Ave
Iola Ave
Ironton Ave
Juneau Ave
Justice Ave
Larsalle Ave
91st St
92nd St
93rd St
94th St
95th St
96th St
98th St
99th St
100th St
101st St
101st Pl
1800
Google earth
Imagery Date: 2/9/2013 33°30'22.62" N 101°56'48.84" W elev 3283 ft eye alt 7674 ft
© 2013 Google

Regular City Council Meeting **6. 18.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31019210 with Freightliner of Austin for a high velocity combination hydro-cleaner and positive displacement pump vacuum unit for Wastewater Collection.

Item Summary

The contract is for the purchase of a high velocity combination hydro-cleaner and positive displacement pump vacuum unit for Wastewater Collection. The vehicle replaces an eight year old model with over $50,000 in repair costs. This specialty equipment will be used to vacuum underwater and vacuum debris causing the stoppage in the inlets where the one being replaced can only skim the top of water. This piece of equipment is used daily in performing routine sewer line maintenance by flushing and cleaning out both customer line requests and issues, but also universally in the City sewer system. The equipment is used at the lift stations with wet well clean-up to keep the debris from settling in the sewer wells and assisting with pipeline maintenance during sewer repairs.

The $330,495 purchase from Freightliner of Austin, Texas is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 430-13, 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

Funding is available in the FY 2013-14 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Keith Smith, Director of Public Works

Attachments

Resolution & Contract - Freightliner of Austin

Hydro-Cleaner

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. 31019210 for the purchase of hydro-cleaner and positive displacement pump vacuum unit as per Buy Board 430-13, by and between the City of Lubbock and Freightliner of Austin, 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:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Freightliner-PurchaseOrd
May 6, 2014

city of lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 05/06/2014
Order Number 31019210 000 OP
Branch/Plant 3526

TO:
FREIGHTLINER OF AUSTIN
1701 SMITH RD
AUSTIN Texas 78721

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

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

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/05/2014 Freight
Requested 05/05/2014 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 42907 BUY BOARD 430-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Hydro-Cleaner and Displacement		330,495.0000	EA	330,495.00	07/31/2014
Pump Vacuum Unit, Spec 726-PD					

Total Order

Terms NET 30 330,495.00

This purchase order encumbers funds in the amount of $330,495 awarded to Freightliner of Austin, Texas on May 22, 2014. The following is incorporated into and made part of this purchase order by reference: Quote dated April 15, 2014 from Freightliner of Austin of Austin, Texas. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

FREIGHTLINER OF AUSTIN

1701 Smith Rd. (Hwy. 183 So.)
Austin, Texas 78721
Bus: 512-389-0000
FAX: 512-389-2663
Wats: 1-800-395-2005

INV.

PURCHASING NAME			TELEPHONE
CITY OF LUBBOCK			806-775-2167
ADDRESS	CITY	STATE	ZIP CODE
206 MUNICIPAL DRIVE	LUBBOCK	TX	

I/We Hereby Purchase from You, Under the Terms and Conditions Specified, the Following:

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE
2015	FREIGHTLINER	114SD	ORDER	

A documentary fee is not an official fee, a documentary fe
is not required by law but may be charged to buyers
handling documents and performing services relating to th
the closing of a sale. Buyers may avoid payment of the fe
to the seller by handling the documents and performing th
services relating to the closing of the sale. A documentary
fee may not exceed $50.00. This notice is required by law

El cobro documental no es un cobro oficial. El co documental no es un requisito bajo la ley, pero se le pued cobrar. Al comprador por el rendimiento de los servicios relacionados con la completacion de la venta y por completar los documentos. El comprador puede evitar el pago al vendedor de este costo si el comprador mismo se encarga de mandejar los documentos y de los servicios necesarios para la completacion de la venta. El cobro documental no puede sobrepasar los $50.00 (U.S.) Este aviso es requerido bajo la ley.

Disclaimer of Warranties

Any warranties on the products sold hereby are those made the factory. The Seller , *Freightliner of Austin*, hereby expressly disclaims all warranties, either expressed or impli including any implied warranty of merchantability or fitness for a particular purpose, and *Freightliner of Austin, neither* assumes nor authorizes any other person to assume for it a liability in connection with the sale of this vehicle.

MILEAGE:	
BUY BOARD CONTRACT #430-13	
SELLING PRICE	$ 330,095.00
BUY BOARD FEE	$ 400.00
PER ATTACHED SPECS	
CUSTOMER SIGNATURE	
SALESMAN SIGNATURE KEVIN KRIEG	

CONTRACTUAL DISCLOSURE STATEMENT FOR USED VEHICLE ONLY. "The information you see on the window form for this vehicle is part of this contract. Information on the window form overrieds any contrary provisions in the c

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

MILEAGE: **TRADE-IN**

YEAR	MAKE	MODEL/BODY	VIN	LICENSE PLATE

		TOTAL	$ 330,495.00
PAYOFF TO:		Trade Allowance	N/A
ADDRESS:		Trading Difference	N/A
TELEPHONE: / FAX:		Sales Tax	N/A
GOOD UNTIL:		Vehicle Inventory Tax	N/A
QUOTED BY:		License Fee	N/A
SHOW LIEN TO:	Body Type:	Documentary Fee	N/A
ADDRESS:	License Wt.:	Federal Excise Tax	N/A
	State Insp.:	TOTAL SALE PRICE	$ 330,495.00
DATED: LIEN AMOUNT $	License:	Payoff on Trade	
DRAFT FOR $	Title:	Ext. Service Agreement	
DRAFT THRU:	Transfer:	Less Deposit	
ADDRESS:		Total Balance Due	$ 330,495.00

Full disclosure required by federal regulation "Z", The Consumer Protection Act and The Texas Consumer Credit Code, will be made prior to consummation of a credit sale. This written order comprises the entire agreement pertaining to this purchase and no other agreement of any kind, verbal understanding or promise whatsoever, will be recognized. It is expressly agreed that the purchaser acquires no right, title or interest in or to the property which he agrees to purchase hereunder until such property is delivered to him/her and either the full price is paid in cash or satisfactory deferred payment agreement is executed by the parties hereto, the terms of which shall thereafter be controlling, and a clear title is furnished to dealer for the used cars or trucks involved, if any. THIS IS NOT A CONDITIONAL SALES CONTRACT, BUT IS A BUYER'S ORDER. All new vehicles carry the standard factory warranty. It is understood there is no guarantee on the above described new or used vehicle other than appears on this Buyer's Order. Mileage, if used vehicle model is not guaranteed and a verbal agreement by the Salesman will not be considered binding on the Seller. It is agreed that neither Freightliner of Austin nor the manufacturer will be



AUSTIN FREIGHTLINER

Date 4/15/2014
Number 14098

Type of Quote Dual
PO

Buyboard Quote

Retail Purchaser City of Lubbock, TX Ship To

Comments

Price excludes any applicable F.E.T., sales taxes, tag, title or registration fees.

Option content is subject to engineering approval.

Model Number - V PD3690H/1000 (824 at 18") L H RA -O G

Main Information

Model	PD3690H/1000 (824 at 18")
Blower	Hydrostatic Drive
Boom	10' Aluminum Telescoping Boom with Pendant Control Station
Hose Reel	Front Mounted, Articulating to Passenger Side, 800' (1") Capacity
Jet Rodder Hose	800' x 1" 2500 psi/6250 psi - 400' extra (non-continuous)
Water System	65 gpm/2000 psi Pump - 10-Cylinder WSG-1068 Gas
Water Pump	GIANT
Auxiliary Engine	John Deere 4045 140HP Tier III

Other Items

Qty	Description
1	Air operated vacuum relief system
1	Windshield mounted in-cab light bar
2	Pipe racks on front of storage box
2	Mid-body mounted LED work lights (1 each side)
2	Rear mounted cone racks
1	Debris level indicators on both sides
1	Debris Body "Power Flush" System, 8 jets
1	Hydraulic Rear Door Opener, removes door grabber
1	6" Knife Valve with lever action, in Lieu of 5" Butterfly Valve
1	Rear, Hydraulic Pump Off System, 400 gpm with 20' lay flat hose
1	Gravity Drain System; plumbing to mid-passenger side of unit, allowing return of liquids to the manhole
1	A Flat Style Rear Door ilo dome style door will be provided
1	Rear splash guard (4 - 8 O'clock) - tank mounted
1	Screen assembly over rear drain port in lieu of bar weldments
1	Winter Recirculating System for Rodder Hose
1	Air Purge System

1	Rear Hand Gun Connection
1	Front Bumper Hand Gun Connection
1	Pre-Tank Water Filter (Y-type)
1	Lazy Susan Pipe Rack (Holds 5 Pipes)
1	Aluminum Storage Box Behind Cab 16" x 42" x 96"
2	35" x 14" x 24" Aluminum Side Mounted Tool Box, ea (ilo steel)
1	LED 4 Strobes - (2) front bumper / (2) rear bumper
1	LED Arrow Board, Rear Debris Tank Door Mounted
1	Hand Held Spot Light
1	Low Water Alarm with Light
1	Safety Shut Down Switch for Boom
1	50' Capacity Retractable Hand Gun Hose Reel
2	3' x 8" Aluminum Pipe Extension 800-0063
3	5' x 8" Aluminum Pipe Extension 800-0064
2	7' x 8" Aluminum Pipe Extension 800-0352
1	6½' x 8" Catch Basin Nozzle with Serrated End 800-0065
20	8" Quick Clamp, spare, 680-0015
1	Rear Mounted Tow Hooks
1	Remote Boom Grease Zerk Assembly (Ground Level - includes water pump drive)
1	Remote Debris Tank Grease Assembly (Ground Level)
1	Dual Roller Level Wind Guide, plastic (in lieu of single)
1	Standard nozzle
1	Penetrator nozzle
1	Big Otto culvert nozzle
1	1" x 10' Length Leader Hose
1	Paint Module: DuPont Elite White N0006EX (white is standard unless otherwise specified)
1	Omnibus-2 Electronic Controller System-Color Monitor
1	Omnibus Footage Counter
1	Vac-Con Manual, CD
1	LED Flood Light - Level Wind Guide
1	John Deere 4 Cylinder Diesel Option 140 HP @ 2400 RPM 275 CID Tier 3 Flex (available)

Truck Chassis Information

Pool Truck Chassis Model **Select a Model** *Pool Trucks are subject to availability.*

Qty	Description
1	2014 Freightliner SD114 43,000#

Make ----- FREIGHTLINER 4 x 2 43,000#
Model ---SD
Engine Make and Model --- CUMMINS ISL 370HP
Engine HP and RPM --- 370HP /1250lb/torque
Transmission Make and Model --- ALLISON 3000RDS
Wheelbase --- 252"
Est Date of Arrival at Vac-Con 6/30/2014
Dealership Providing Chassis/Phone/Contact
---Austin Freightliner

Machine Total	$327,970.00
Delivery	$2,525.00
Total	**$330,495.00**

Offered by: Steve Sheldon __

Accepted by:_____

Hydro-Cleaner



Regular City Council Meeting **6. 19.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute contract 11790 with Wagner Supply to provide custodial supplies at the Civic Center, ITB 14-11790-TS.

Item Summary

The contract will provide the custodial supplies used in maintaining the Lubbock Memorial Civic Center and City Bank Auditorium/Coliseum.

Bids were received from the following companies:

All American Poly of Piscataway, NJ
Interboro Packaging Corp. of Montgomery, NY
Central Poly Bag Corp. of Linden, NJ
Wagner Supply of Lubbock, TX
Empire Paper of Wichita Falls, TX

The contract is awarded by unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on the actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term shall be for a term of one year with the option of two, one year extensions. A tabulation sheet is provided. Item 16 did not meet specifications and therefore was not awarded.

Staff recommends contract award to Wagner Supply of Lubbock, TX for $35,856 per year. A bid tabulation is provided.

Fiscal Impact

The cost for custodial supplies purchased through this contract will be expended from approved supply accounts from the following cost centers 4811 – City Bank Auditorium, 4813 – Lubbock Memorial Civic Center, 4815 – City Bank Coliseum, and 4817- Wells Fargo Amphitheater.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Wagner Supply
Tab Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11790 for custodial supplies at Civic Center, by and between the City of Lubbock and Wagner Supply, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-Wagner Supply
May 5, 2014

Contract 11790

City of Lubbock, TX
Contract For Services
Custodial Supplies at Civic Center

THIS CONTRACT made and entered into this **22nd** day of **May, 2014**, by and between the City of Lubbock ("City"), and **Wagner Supply**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for custodial supplies at civic center 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 custodial services at civic center.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, custodial supplies at civic center and more specifically referred to as Items One thru Fifteen and Seventeen thru Forty Three on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached bid form and specifications contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

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

TYPE	AMOUNT
General Liability	500,000
Commercial General Liability	
General Aggregate	
Products-comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	500,000
Combined Single Limit	
Any Auto	
Workers Compensation	Statutory Amounts

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty

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

10. All funds for payment by the city under this contract 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 contract, the City will terminate the contract, 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 contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller 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 contract beyond the date of termination.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11790-TS, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider,
Assistant City Manager

APPROVED AS TO FORM:

Assistant City Attorney

CONTRACTOR

BY Audra W. Smith
Authorized Representative

Audra W. Smith
Print Name

925 E 66th St
Address

Lubbock, TX 79404
City, State, Zip Code

City of Lubbock, TX
Custodial Supplies at Civic Center
ITB 14-11790-TS
Specifications

Scope of Work:

The purpose of this Invitation to Bid (ITB) is to establish an annual contract for Custodial Supplies for Civic Center that will supply the department's custodial supply needs with a next business day on-site delivery to requesting offices located within the city limits of Lubbock, TX. Listed quantities are estimates only.

1. Contract Term: The contract term shall be for an initial one year period, said date of term beginning upon City Council date of formal approval. The City and the vendor may, upon written mutual consent, extend the contract for two additional one year periods.

2. Delivery: The successful bidder shall assign an Account Representative to service the City's account. The City must have the capability to place orders either by phone, on-line, fax, or as a walk-in customer at the bidder's Lubbock retail location. There will be a minimal number of occasions when a routine item is needed on an emergency basis. We realize that not all items will be stocked locally and will need to be ordered and then delivered the next day. However, the local retail store must have enough stock on hand of the most common items to take care of these emergencies. The City reserves the right to purchase these emergency items from another supplier if the contract supplier does not have the item in stock locally. The local establishment may also be called on to take part in the return process. All orders placed on-line, called in or faxed in by 3:00 PM should be delivered the following day. Ninety-five (95) percent of items delivered to City departments will be delivered to the requester's on site within one business day after receipt of order (ARO). Delivery is to be FOB destination and shipping, handling or packaging fees shall not be included.

   2.1 Delivery locations: Lubbock Memorial Civic Center, 1501 Mac Davis Lane and/or City Bank Auditorium/Coliseum, 2720 Drive of Champions, Lubbock, TX 79401.

   2.2 Delivery hours 8:00 a.m. – 5:00 p.m., Monday through Friday. There may be an occasional Saturday delivery in case of emergencies.

   2.3 Receiving orders: Only a full-time City of Lubbock employee may inspect and accept deliveries. The authorized employee must be the Civic Center's operations staff or second, from the administrative staff. All deliveries must be accepted by signature; no deliveries may be "dropped off" at the entrance. The successful bidder shall make firm arrangements to confirm that an authorized employee is available to receive the delivery. Additionally, should an event interfere with a normal delivery process, alternative arrangements will be communicated to the vendor.

2.4 Failure to meet these delivery requirements may result in cancellation of the contract. Exception: Official City of Lubbock Holidays "Exhibit A".

3. Substitutions: Upon obtaining authorization to do so from the requester, the vendor may substitute items that are equal or superior in quality to the requested item. Unauthorized substitutions will not be permitted. Failure to meet this specification may result in cancellation of the contract by the City.

4. Minimum Order: The minimum order shall be twenty-five dollars $25.00 and shall be delivered without shipping charges.

5. Backorders: Only in rare instances should the vendor have to backorder custodial supplies. Any remaining order balance must be delivered within five calendar days thereafter, except for items discontinued by the manufacturer or distributor supplying the contractor. When the contractor does have to backorder an item, proper notification should be made to the person placing the order and noted on the invoice with the estimated delivery time. If the delivery time is unacceptable to the person placing the order, an alternative item may be requested, or the City may purchase the item from another source.

6. Return Policy: All items returned must be in their original packages. All items must be returned within twenty days from receipt. All returned items must be in a stable condition. Exception: Any damage that occurs during the shipping of the items must be marked on the receiving document or reported in writing within two working days to the vendor. It will be the vendor's responsibility to notify the freight company of such charges. Contractor will pay for the return freight and credit any payment made when return is due to contractor error or delivery of defective items. The receiving office will be responsible for the return freight and the freight of the replacement items when the return is due to an ordering error, such as an incorrect item ordered, item no longer needed, or an over order of the item.

7. Return Procedure: The ordering office will call the vendor and explain the situation. For defective items or items shipped in error, the vendor will issue a call-tag to pick up the items. The items must be ready for pick-up in their original packaging. A copy of the purchase order on which the items were originally ordered must be sent with the package. This is important so that proper credit can be issued. The correct items will be shipped or full credit will be given upon receipt and inspection of the goods. Credit memos will be issued twice a month. In case of return of items due to error on the part of the ordering office, the ordering office will return the shipment along with a copy of the purchase order and pay for the freight for the replacements.

8. Ordering Methods: Orders placed by the City may take any of the following forms:

- Purchase Orders
- City Procurement Card
- Blanket Purchase Order

9. Pricing: The selling price shall be F.O.B. City of Lubbock. All prices shall include on site delivery to purchaser.

10. Invoicing: Contractor should supply two copies of the packing slip with the custodial supplies at the time of delivery. The packing slip must indicate the unit price and

department account number given to the vendor at the time of order. This method will help us in billing out the supplies to different departments. The vendor must bill the City of Lubbock once a month on a date mutually agreed upon. Payment will be made monthly on a date that is convenient to both the vendor and the City of Lubbock. Unless otherwise noted by the vendor, terms shall be Net 30.

11. Exceptions to the Contract: Not all items cataloged by the successful vendor will be purchased under the ensuing contract. Some supplies may be made from Purchasing Cooperatives allowed by law or regulation. The City of Lubbock also reserves the right to order custodial supplies from other sources as may be appropriate in conducting normal business. However, this provision shall not be used to circumvent the intent of the contract.

12. Paper Catalogs: The successful vendor must distribute approximately five catalogs to the using City Department at no charge. Additional catalogs must be provided by the vendor as ordered by the departments, at no charge for initial, revised, or replacement catalogs.

13. Customer Service Requirements: The vendor must provide:

- A designated person(s) who administers this contract locally.
- A four hour response time to any customer inquiries.
- An eight hour response time for any deficiencies that may result from the operation of the Internet Website electronic catalog.
- A local phone number for customer inquiries regarding order status and a help line for customers trying to make requests from the electronic catalog.
- Ability to handle large custodial supply accounts as well as personal service given to such accounts.

14. References: All submittals for this ITB must include three references of customers who are currently using this or a similar purchasing method of like commodities.

15. Record Keeping and Reports: The successful bidder must keep accurate records of all ordered items and will provide this information sorted both by ordering department and by aggregate total to the Purchasing Department promptly upon request. The vendor must provide a monthly summary report by the 5th working day of the following month, to the City of Lubbock Assistant Director of Lubbock Memorial Civic Center by U.S. mail and electronic format to djustice@mylubbock.us. This report should include but not be limited to the following: overall contractor performance, delivery statistics (next day, 2-3 day, back orders, and other), sales volume, and an itemized list of items sold to each City department. An aggregate report must be provided quarterly and at the end of each year. These will be provided in both printed form and electronically in an Excel a spreadsheet.

Custodial Supplies at Civic Center
City of Lubbock, TX
ITB 14-11790-TS

In compliance with the **Invitation to Bid 14-11790-TS**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **14-11790-TS** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter. * All dilution control chemicals are 4/1250mL/cs *

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
1	Green Certified Foam Hand cleaner or approved equal 1250 ML, Refill, 6 per case.	75	CASE	47.23	3542.25
2	Concentrated Carpet Defoamer, Gallon, 4 per case.	1	CASE	56.15	56.15
3	Sanicare TBX Disinfectant Cleaner or approved equal, Quart, 12 per case.	16	CASE	21.00	336.00
4	Terminator Action Pac–Defoamer Disinfectant or approved equal, 5 Gallon	2	EA.	78.00	156.00
5	Pro-link Furniture Polish or approved equal, 20 oz, 12 units per case.	1	CASE	30.40	30.40
6	Dust cloth, 17x24, 1/4FLD, 200 cloths per case. * 144/cs *	2	CASE	199.80	399.60
7	Arsenal Jr Window Cleaner or approved equal, ½ Gallon, 6 per case.	7	CASE	65.00	455.00
8	Arsenal Clean Action II Carpet Extractor or approved equal, Gallon, 4 per case.	2	CASE	59.80	119.60
9	Arsenal Jr Re-Juv-Nal–One Step Disinfectant or approved equal, ½ Gallon, 6 per case.	27	CASE	66.20	1787.40
10	Arsenal Jr Bathroom Cleaner, Non-Acid or approved equal, ½ Gallon, 6 per case.	5	CASE	66.20	331.00
11	13" Bowl Mop with Cone Guard	5	EA.	.70	3.50
12	Nitrile Disposable Glove or approved equal, Powder Free, Large, 100 count, 10 boxes per case.	19	CASE	50.50	959.50
13	Nitrile Disposable Gloves or approved equal, Powder Free, Medium, 100 count, 10 boxes per case.	19	CASE	50.50	959.50
14	Towel Roll, 8" x 950', White, 6 rolls per case. * 6/1000'/cs *	179	CASE	32.75	5862.25
15	2 Ply Jumbo Roll Tissue Sr, 2000 feet, 6 rolls per case	179	CASE	25.70	4600.30
16	23x33 Liner, Black, 1ML, Folded, 500 Count per box. 24x32 .7mil 500/cs	35	BOX	~~23.68~~	~~829.30~~
17	40x46 Liner, Black, 1.5ML, 100 Count per box. 40x46 1.7mil 100/cs	260	BOX	23.41	6086.60

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
18	6" Hand scrub brush	10	EA.	2.15	21.50
19	Push Broom Handle with Metal Thread, large, 60"	5	EA.	3.20	16.00
20	Sponge & Scour Pad, Medium Duty, 3 5/8 x 6 ¼, Yellow/Green, 6 PK, 8 per Case 8PKS/40/case	1	CASE	30.00	30.00
21	Sanitary waxed bags, Item # 6141RM or approved equal, 500 bags per case. 250/cs	5	CASE	16.88	84.40
22	Contempo Deodorizer Carpet Freshener or approved equal, 20 oz, 12 per case.	12	CASE	47.40	568.80
23	Ecolyzer Consume Disinfectant or approved equal drain treatment, 5 Gallon	5	EA.	45.05	225.25
24	Trendsetter Wax & Seal or approved equal, Heavy Duty, 5 Gallon	39	EA.	65.25	2544.75
25	Gum remover, 7 oz, 12 per case.	3	CASE	26.40	79.20
26	Safe Step Blue Ice Melter or approved equal, 50 LBS box.	20	BOX	14.50	290.00
27	Destainex Detergent Soap or approved equal, Gallon, 4 per case.	17	CASE	31.95	543.15
28	Windsor Sensor & Versa Plus Vacuum Bags or approved equal, 10 bags per package.	21	PK.	12.85	269.85
29	Windsor 5301 ER Vacuum Filter or approved equal	14	EA.	16.00	224.00
30	Prolink Oil Stainless Steel Polish or approved equal, 15 oz, 6 per case. 20oz 12/cs	12	CASE	38.20	458.40
31	Arsenal Jr Top Clean, Concentrate or approved equal, ½ Gallon, 6 per case.	11	CASE	85.10	936.10
32	Arsenal Jr Re-Juv-Nal Disinfectant Cleaner or approved equal, ½ Gallon, 6 per case.	4	CASE	66.20	264.80
33	Top Clean All-Purpose Cleaner or approved equal, 55 Gallon Drum	2	EA.	302.50	605.00
34	Re-Juv-Nal Disinfectant or approved equal, 55 Gallon Drum	1	EA.	539.10	539.10
35	Impact Lobby Dust Pan, Model #2600 or approved equal.	12	EA.	8.00	96.00
36	Lobby Dust Pan Broom, plastic, 35"	12	EA.	4.70	56.40
37	8x800' Towel Roll, White, Perforated, 12 rolls per case.	21	CASE	45.80	961.80
38	C-Fold Towel, White, 4,375 CT, 12 units per case. 2400/cs	5	CASE	18.10	90.50
39	Foam Hair & Body Shampoo, 1250 ML, Refill, 3 per case. 4 lb/1250mL/case	3	CASE	64.25	192.75
40	Quick Peel or approved equal, Heavy Duty Cleaner, 5 Gallon	6	EA.	29.99	179.94
41	Brass Wipes, 10 wipes per package, 8 boxes per case. 12 packs of 18	10	CASE	74.30	743.00

ITEM	DESCRIPTION	QTY (+/-)	U/M	UNIT COST	EXTENDED COST
42	Wax Stripper for Floors, Gallon, 4 per case.	3	CASE	31.25	93.75
43	Vomit Absorption Pack, 12 per case.	2	CASE	28.35	56.70
				OVERALL TOTAL	$ 35,856.19 ~~36,693.79~~

ITEM	DESCRIPTION	Discount
44	Discount for items not listed.	10 - 35 %

***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 custodial supplies at civic center with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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

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

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

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY Wagner Supply a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of Lubbock

Firm: Wagner Supply

Address: 925 E 66th St

City: Lubbock State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____
Addenda No. _____ Date_____

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

Officer Name and Title: Audra W. Smith, VP
Please Print

Business Telephone Number 806.747-2817 FAX: 806.747-1988

E-mail Address: audra@wagnersupply.com

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*:_____ Date P.O./Contract Issued:_____

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

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

City of Lubbock, TX
Custodial Supplies at Civic Center
Bid Tabulation
May 22, 2014

ITB 14-11790-TS
Custodial Supplies at Civic Center

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	75	CS	Green Certified Foam Handcleaner, Refill			
			Empire Paper	Wichita Falls, TX	44	$ 3,293
			Wagner Supply	Lubbock, TX	47	3,542
2	1	CS	Carpet Defoamer, GL			
			Empire Paper	Wichita Falls, TX	43	43
			Wagner Supply	Lubbock, TX	56	56
3	16	CS	Sanicare Disinfectant Cleaner, QT			
			Wagner Supply	Lubbock, TX	21	336
			Empire Paper	Wichita Falls, TX	44	704
4	2	EA	Terminator Action Pac-Defoamer, 5 GL			
			Empire Paper	Wichita Falls, TX	58	116
			Wagner Supply	Lubbock, TX	78	156
5	1	CS	Funiture Polish, 20 oz.			
			Empire Paper	Wichita Falls, TX	30	30
			Wagner Supply	Lubbock, TX	30	30
6	2	CS	Dust Cloth			
			Empire Paper	Wichita Falls, TX	98	196
			Wagner Supply	Lubbock, TX	200	400
7	7	CS	Arsenal Jr Window Cleaner			
			Wagner Supply	Lubbock, TX	65	455
			Empire Paper	Wichita Falls, TX	75	525
8	2	CS	Arsenal Clean Action II Carpet Extractor			
			Empire Paper	Wichita Falls, TX	34	68
			Wagner Supply	Lubbock, TX	60	120
9	27	CS	Arsenal Jr Re-Juv-Nal			
			Empire Paper	Wichita Falls, TX	49	1,327
			Wagner Supply	Lubbock, TX	66	1,787

City of Lubbock, TX
Custodial Supplies at Civic Center
Bid Tabulation
May 22, 2014

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
10	5	CS	Arsenal Jr Bathroom Cleaner			
			Wagner Supply	Lubbock, TX	66	331
			Empire Paper	Wichita Falls, TX	68	340
11	5	CS	13" Bowl Mop with Cone Guard			
			Wagner Supply	Lubbock, TX	1	4
			Empire Paper	Wichita Falls, TX	2	9
12	19	CS	Nitrile Disposable Glove-Large			
			Interboro Packaging Corp.	Montgomery, NY	40	760
			Central Poly Bag Corp.	Linden, NJ	41	781
			Empire Paper	Wichita Falls, TX	49	931
			Wagner Supply	Lubbock, TX	51	960
13	19	CS	Nitrile Disposable Glove-Medium			
			Interboro Packaging Corp.	Montgomery, NY	40	760
			Central Poly Bag Corp.	Linden, NJ	41	781
			Empire Paper	Wichita Falls, TX	49	931
			Wagner Supply	Lubbock, TX	51	960
14	179	CS	Towel Roll 8"x950', White			
			Wagner Supply	Lubbock, TX	33	5,862
			Empire Paper	Wichita Falls, TX	44	7,810
15	179	CS	2 Ply Jumbo Roll Tissue, 2000 feet			
			Central Poly Bag Corp.	Linden, NJ	25	4,414
			Wagner Supply	Lubbock, TX	26	4,600
			Empire Paper	Wichita Falls, TX	27	4,833
17	260	BX	40x46 Liner, Black			
			All American Poly	Piscataway, NJ	14	3,656
			Central Poly Bag Corp.	Linden, NJ	16	4,108
			Empire Paper	Wichita Falls, TX	19	5,023
			Interbor Packaging Corp.	Montgomery, NY	20	5,153
			Wagner Supply	Lubbock, TX	23	6,087
18	10	EA	6' Hand Scrub Brush			
			Wagner Supply	Lubbock, TX	2	22
			Empire Paper	Wichita Falls, TX	7	72

City of Lubbock, TX
Custodial Supplies at Civic Center
Bid Tabulation
May 22, 2014

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
19	5	EA	Push Broom Handle, Large, 60"			
			Wagner Supply	Lubbock, TX	3	16
			Empire Paper	Wichita Falls, TX	5	23
20	1	CS				
			Sponge & Scour Pad, Yellow/Green			
			Empire Paper	Wichita Falls, TX	6	6
			Wagner Supply	Lubbock, TX	30	30
21	5	CS	Sanitary waxed bags, 500 bags per case			
			Wagner Supply	Lubbock, TX	17	84
			Empire Paper	Wichita Falls, TX	19	93
22	12	CS	Contempo Deodorizer Carpet Freshener			
			Empire Paper	Wichita Falls, TX	40	477
			Wagner Supply	Lubbock, TX	47	569
23	5	EA	Ecolyzer Consume Disinfectant, 5 Gallon			
			Wagner Supply	Lubbock, TX	45	225
			Empire Paper	Wichita Falls, TX	53	264
24	39	EA	Trendsetter Wax & Seal, 5 Gallon			
			Empire Paper	Wichita Falls, TX	54	2,102
			Wagner Supply	Lubbock, TX	65	2,545
25	3	CS	Gum Remover, 7oz.			
			Wagner Supply	Lubbock, TX	26	79
			Empire Paper	Wichita Falls, TX	27	81
26	20	BX	Safe Step Blue Ice Melter, 50lbs box			
			Empire Paper	Wichita Falls, TX	14	280
			Wagner Supply	Lubbock, TX	15	290
27	17	CS	Destainex Detergent Soap, Gallon			
			Wagner Supply	Lubbock, TX	32	543
			Empire Paper	Wichita Falls, TX	40	680

City of Lubbock, TX
Custodial Supplies at Civic Center
Bid Tabulation
May 22, 2014

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
28	21	PK	Vacuum Bag			
			Wagner Supply	Lubbock, TX	13	270
			Empire Paper	Wichita Falls, TX	13	273
29	14	EA	Windsor 5301 ER Vacuum Filter			
			Empire Paper	Wichita Falls, TX	15	210
			Wagner Supply	Lubbock, TX	16	224
30	12	CS	Prolink Oil Stainless Steel Polish, 15 oz			
			Empire Paper	Wichita Falls, TX	35	420
			Wagner Supply	Lubbock, TX	38	458
31	11	CS	Arsenal Jr Top Clean, 1/2 Gallon			
			Empire Paper	Wichita Falls, TX	49	539
			Wagner Supply	Lubbock, TX	85	936
32	4	CS	Arsenal Jr Re-Juv-Nal, 1/2 Gallon			
			Empire Paper	Wichita Falls, TX	49	196
			Wagner Supply	Lubbock, TX	66	265
33	2	EA	Top Clean All-Purpose Cleaner			
			Wagner Supply	Lubbock, TX	303	605
			Empire Paper	Wichita Falls, TX	649	1,298
34	1	EA	Re-Juv-Nal Disinfectant, 55 Gallon Drum			
			Empire Paper	Wichita Falls, TX	385	385
			Wagner Supply	Lubbock, TX	539	539
35	12	EA	Impact Lobby Dust Pan, Model #2600			
			Wagner Supply	Lubbock, TX	8	96
			Empire Paper	Wichita Falls, TX	8	96
36	12	EA	Lobby Dust Pan Broom, Plastic, 35"			
			Wagner Supply	Lubbock, TX	5	56
			Empire Paper	Wichita Falls, TX	45	540

City of Lubbock, TX
Custodial Supplies at Civic Center
Bid Tabulation
May 22, 2014

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
37	21	CS	8x800' Towel Roll, White			
			Central Poly Bag Corp.	Linden, NJ	45	945
			Wagner Supply	Lubbock, TX	46	962
			Empire Paper	Wichita Falls, TX	59	1,244
38	5	CS	C-Fold Towel, White, 4,375 CT			
			Central Poly Bag Corp.	Linden, NJ	18	89
			Wagner Supply	Lubbock, TX	18	91
			Empire Paper	Wichita Falls, TX	21	103
39	3	CS	Foam Hair & Body Shampoo, 1250 ML,Refill			
			Empire Paper	Wichita Falls, TX	49	146
			Wagner Supply	Lubbock, TX	64	193
40	6	EA	Quick Peel, Heavy Duty Cleaner, 5 Gallon			
			Wagner Supply	Lubbock, TX	30	180
			Empire Paper	Wichita Falls, TX	35	210
41	10	CS	Brass Wipes, 10 wipes per package			
			Empire Paper	Wichita Falls, TX	60	600
			Wagner Supply	Lubbock, TX	74	743
42	3	CS	Wax Stripper for Floors, Gallon			
			Wagner Supply	Lubbock, TX	31	94
			Empire Paper	Wichita Falls, TX	46	138
43	2	CS	Vomit Absorption Pack, 12 per case			
			Empire Paper	Wichita Falls, TX	26	52
			Wagner Supply	Lubbock, TX	28	57
			All or None:			
			All American Poly(Item 17)	Piscataway, NJ		$ 3,656
			Interboro Packaging Corp.(Items 12,13, 17)	Montgomery, NY		6,672
			Central Poly Bag Corp.(Items 12,13,15,17,37,38)	Linden, NJ		11,118
			Wagner Supply(Items 1-15, 17-43)	**Lubbock, TX**		**35,856**
			Empire Paper(Items 1-15, 17-43)	Wichita Falls, TX		36,705

Regular City Council Meeting **6. 20.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute contract 11834 with WR Construction, Inc., for the Civic Center renovations project, ITB 14-11834-KS.

Item Summary

This project will provide for painting of the exhibit hall, interior lighting controls, wiring, and light fixtures for the exhibit hall, exterior perimeter lighting replacement around the Lubbock Memorial Civic Center and Mahon Library and site improvements. This project also provided for two alternate items. Alternate one specified replacement of the lamp heads to all of the parking lot light fixtures. Alternate two was to reconfigure the parking lot poles and all new fixtures.

Bids were received from the following contractors:

Contractor	Base Bid	Bid Alternate 1	Total
WR Construction, Inc. of Lubbock, TX	$ 852,150	$ 32,593	$ 884,743
Henthorn Commerical Construction, LLC of Lubbock, TX	888,590	22,355	910,945
Minnix Commercial Partners, Ltd of Lubbock, TX	886,850	25,550	912,400
Tommy Klein Construction, Inc of Lubbock, TX	906,745	24,976	931,721
Pharr and Company of Lubbock, TX	1,165,267	29,315	1,194,582

Staff is recommending contract award to the lowest bidder, WR Construction of Lubbock, Texas for the base bid and alternate 1, in the amount of $884,743. Time for completion is 270 calendar days with liquidated damages of $500 for each consecutive calendar day.

Fiscal Impact

$9,134,288 is appropriated in Capital Improvement Project 91195, Civic Center Renovations, with $910,945 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - WR Construction
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. 11834 for Civic Center renovations project, by and between the City of Lubbock and WR Construction, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Contract-WR Construction, Inc
May 13, 2014

BID SUBMITTAL FORM
LUMP SUM PRICE CONTRACT

DATE: 4/15/14

PROJECT NUMBER: 91195.8302 – Civic Center Renovations Project

WR CONSTRUCTION, 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 Civic Center Renovations Project, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	Material	Labor	Extended Cost
1	Exhibit Hall Interior Light, as specified	168,210	42155	210365
2	Exhibit Lighting Control System, as specified	24,992	10710	35702
3	Exhibit Hall Lighting and Branch Circuit Wiring, as specified	11,726	14331	26057
4	Exterior Lighting Replacement, as specified	308675	77168	385843
5	Exhibit Hall and Site Improvements as specified herein,	116510	77673	194183
			TOTAL LUMP SUM	$ 852150

Alternative Bid

Alt – Bid 1	Parking Lot Lighting - Refer to E4-A	$ 32593
Alt – Bid 2	Parking Lot Lighting - Refer to E4-A	$ 165689

WR **Bidder's Initials**

Total $884,743

1

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 **(270) CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **$500.00** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders.

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

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 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

WR **Bidder's Initials**

Enclosed with this bid is a Cashier's Check or Certified Check for _____ **Dollars ($**_____**) or a Bid Bond in the sum of** 5% **Dollars ($** 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(g), 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: APRIL 15, 2014

Authorized Signature

WAYNE ROBINSON
(Printed or Typed Name)

WR CONSTRUCTION, INC.
Company

5836 CR 6300
Address

LUBBOCK, LUBBOCK
City, County

TEXAS, 79416
State Zip Code

Telephone: 806 - 687-1915

Fax: 806 - 687-1925

(Seal if Bidder is a Corporation)

W.R. CONSTRUCTION Corporate SEAL INCORPORATED

ATTEST:

Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 **Date** 3/24/14
Addenda No. 2 **Date** 3/26/14
Addenda No. 3 **Date** 4/1/14
Addenda No. 4 **Date** 4/10/14

FEDERAL TAX ID or SOCIAL SECURITY No.
54-2120320

EMAIL: WRGENCON@MSN.COM

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		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 N/A and Manufacture's License No. _____
2. Name N/A and Converter's License No. _____
3. Name N/A and Representative's License No. _____
4. Name N/A and Franchise Dealer's License No. _____

General Distinguishing No. N/A (Franchised TX dealer)

By Wayne Robinson Date: 4/15/14
Authorized Representative - must sign by hand

Officer Name and Title: WAYNE ROBINSON PRESIDENT
Please Print

Business Telephone Number 806-687-1915 FAX: 806-687-1925

E-mail Address: WRGENCON@MSN.COM

FOR CITY USE ONLY

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

Date of Award by City Council *(for bids over $50,000)*:_____ Date P.O./Contract Issued:_____

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

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

City of Lubbock, TX
Capital Project
Project Cost Detail
May 22, 2014

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

	Budget
Encumbered/Expended	
Theater Stage Floor - Architecture and Engineering	$ 11,750
Theater Stage Floor Replacement	53,046
Elevator Repair	34,187
Wheelchair Lift Replacement	22,784
Theater Dimmer System Architectural and Engineering	24,500
Theater Dimmer System Replacement	155,031
Asbestos Protocol and Air Monitoring Service	1,090
Physical Plant Roof Asbestos Removal	4,853
Physical Plant Roof Architecture and Engineering	7,000
Physical Plant Roof Repairs	58,500
Physical Plant Upgrade	701,027
Plaza Architecture and Engineering	9,996
West Pedestrian Bridge Architecture and Engineering	23,500
Civic Center Roof Architecture and Engineering	132,000
Minnix Commercial Partners, LTD	122,809
Centennial Moisture Control, Inc.	244,600
BSA Consulting Engineers, PLLC	206,100
Chapman Harvey Architects, Inc.	204,292
Civic Center Plaza - Change Order #1	2,123
Civic Center Plaza - Change Order #2	2,142
CS Advantage USAA, Inc.	1,328,000
Theater Transformer Installation	13,589
Agenda Items May 22, 2014	
Civic Center Renovations Project	910,945
Encumbered/Expended To Date	4,273,864
Estimated Costs for Remaining Appropriation	
Digital HVAC Controls, restrooms, ADA, flooring	
Bleachers, theater seating & lighting	
Elevator upgrades, wireless internet	4,860,424
Remaining Appropriation	4,860,424
Total Appropriation	$ 9,134,288

Managing Department **Civic Centers**

Project Manager **Freddy Chavez**

Project Classification **Bond Election Project - 2004**

Project Status **Approved**



Project Scope

The first phase of renovations to the Lubbock Memorial Civic Center was the upgrade and replacement of the heating and cooling equipment in the physical plant that serves both the Civic Center and Mahon Library. The majority of the costs for the physical plant were funded from a Department of Energy American Recovery and Reinvestment Act (ARRA) grant(2,109,900). Also included in this phase is the replacement of the physical plant roof and demolition of the water fountain in the Civic Center plaza area.

The next phase includes the replacement of all seating in the Civic Center theater; installation of Direct Digital Controls for all heating/cooling equipment; renovation of the restrooms; replacement of carpet and replacement of existing light fixtures surrounding the complex with energy efficient fixtures ($2,896,000). Also included is the replacement of light fixtures in the exhibit hall ($26,000), removal and replacement of existing roofing membrane ($2.4 million), and any other necessary improvements/upgrades to the Civic Center.

The current valves that the control the flow of oil in the four elevator units at the Civic Center are obsolete and no replacement parts are available. This project will upgrade the power unit in each elevator unit, which includes the valve.

Project Justification

The Civic Center complex was opened in 1976 and has only seen one major renovation in 1997. Many of the components of the complex are in need of replacement due to age and wear.

Project History

Phase I of the project was developed during the 2004 Citizen Advisory Committee process, recommended as a project in the 2004 bond election, and was approved by Lubbock voters.

$1.45 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$7,209,288 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$475,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Project Amount
Construction	8,414,288	475,000	0	0	0	0	0	8,889,288
Construction Management Support	100,000	0	0	0	0	0	0	100,000
Design and Engineering	145,000	0	0	0	0	0	0	145,000
Total Project Appropriation	8,659,288	475,000	0	0	0	0	0	9,134,288

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2009 General Obligation Bonds	109,288	0	0	0	0	0	0	109,288
FY 2010 General Obligation Bonds	5,950,000	0	0	0	0	0	0	5,950,000
Hotel/Motel Funds	2,600,000	475,000	0	0	0	0	0	3,075,000
Total Funding Sources	8,659,288	475,000	0	0	0	0	0	9,134,288

Regular City Council Meeting **6. 21.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute Amendment No. 1 to the Interlocal Cooperation Agreement contract 9787 with Lubbock County for cleaning and maintaining public rights-of-way and other City owned, operated or controlled properties.

Item Summary

The City currently has an Interlocal Cooperation Agreement with Lubbock County, Texas to provide labor services for cleaning and maintaining public rights-of-way and other public property owned, operated or controlled by the City. The labor services are performed by inmates of the Lubbock County jail with the supervision of the inmates is carried out by law enforcement officers of the Lubbock County Sheriff's Office who are either correctional officers or deputy sheriffs. The current agreement funds the salaries and fringe benefits of the supervising officers, including equipment and transportation for four inmate work crews.

This Amendment No. 1 increases the original Agreement, an additional $73,750.00 Dollars. This amendment includes work associated with the increased scope of the original project by the addition of one more work crew. The new annual contract amount will be up to $368,750.00, which willl be expended on an as-needed and as utilized basis, until Contract is terminated or renegotiated.

The work crew will collect litter daily along the eight miles of roadway that the landfills are required to maintain by 30 TAC 330.145, collect litter inside the landfill properties, perform grounds maintenance, build and maintain fences, and clean weigh scales and shops.

Fiscal Impact

Funding for the amendment, $73,750, is appropriated in the solid waste disposal fiscal year 2013-14 operating budget. In addition, $229,119 is appropriated in the solid waste inmate clean-up budget and $65,881 is appropirated in the parks and recreation budget for fiscal year 2013-14 to fund the original agreement.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Lubbock County

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Amendment No. 1 to that certain Interlocal Cooperative Agreement dated October 14, 2010 for providing labor services for cleaning and maintaining public rights-of-way and other public property, by and between the City of Lubbock and Lubbock County, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

vw:ccdocs/RES.Amend #1 Agrmt-Lubbock County
May 9, 2014

AMENDMENT NO. 1

TO INTERLCAL COOPERATIVE AGREEMENT BETWEEN

THE CITY OF LUBBOCK

AND

LUBBOCK COUNTY, TEXAS

THIS IS AN AMENDMENT TO THE INTERLOCAL COOPERATION AGREEMENT dated and entered into the 14th day of October 2010, by and between the City of Lubbock ("City") and Lubbock County, Texas.

Lubbock County has entered into the Agreement with the City for providing labor services for cleaning and maintaining public rights-of-way and other public property owned, operated or controlled by the City. The labor services will be carried out by inmates of the Lubbock County Jail with the supervision of the said inmates to be carried out by Law Enforcement Officers of the Lubbock County sheriff's Office who shall be either Correctional Officer or Deputy Sheriffs.

This Amendment No. 1 increases the original Agreement, an additional $73,750.00 Dollars with expiration date of the Agreement remaining as originally stated.

This amendment includes work associated with the increased scope of the original project by the addition of one more work crew. The new annual contract amount will be up to $368,750.00, which shall be expended on an as-needed and as utilized basis, until Contract is terminated or renegotiated.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Amendment as of this ____ day of _____, 2014.

CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON
MAYOR

ATTEST:

_____
REBECCA GARZA
CITY SECRETARY

LUBBOCK COUNTY:

_____
THOMAS HEAD
COUNTY JUDGE

ATTEST:

_____
KELLY PINION
COUNTY CLERK

APPROVED AS TO FORM:

City Attorney's Office

APPROVED AS TO FORM:

R. Neal Burt
Civil Division Chief
Criminal District Attorney's Office

APPROVED AS TO CONTENT:

Kelly Rowe
Lubbock County Sheriff

Regular City Council Meeting **6. 22.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 11898 a lease agreement between the City of Lubbock and K. F. Thiel & Sons for a farm lease at the Lubbock Preston Smith International Airport.

Item Summary

K. F. Thiel & Sons have farmed land at Lubbock Preston Smith International Airport for approximately 30 years. Their current agreement will expire on May 31, 2014. The renewal agreement begins June 1, 2014 with a term of ten years with two five-year option periods to extend.

The leased land consists of approximately 954.5 acres solely for the purpose of planting, cultivating and harvesting crops.

Revenues will be received in accordance with the following schedule:

- One-fourth (1/4) of all cotton produced.
- One-fourth (1/4) of all Government payments for cotton acreage diverted in accordance with Government conservation programs or other Government Programs.
- Cash rent on other crops as may be negotiated from time to time.

Fiscal Impact

The lease renewal will allow the airport to continue receiving agriculture revenue.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Lease - Thiel

Exhibit Map

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 Lease Agreement by and between the City of Lubbock and K. F. Thiel & Sons, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Lease Agrmt-Thiel
April 29, 2014

THE STATE OF TEXAS §

CITY OF LUBOCK §

LEASE AGREEMENT

This LEASE AGREEMENT, herein after referred to as the "Agreement" or "Lease," is entered into at Lubbock, Texas, by and between the **CITY OF LUBBOCK** (referred to herein as City) and **K. F. THIEL & SONS,** (referred to herein as Lessee).

WITNESSETH:

WHEREAS, City owns, controls and operates Lubbock Preston Smith International Airport (referred to herein as Airport), situated in Lubbock County, Texas, and has authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth; and

WHEREAS, City owns the following described tracts of land comprising a part of the Airport property and has determined that said land should be put to a productive use; and

WHEREAS, City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent the Lessee herein and all other persons from erecting, or permitting to be erected, any building or other structure on Airport property which, in the opinion of the City, would limit the usefulness of the Airport or constitute a hazard to aircraft; and

WHEREAS, City deems it advantageous to itself and to its operation of the Airport to lease unto Lessee the premises described herein, together with certain privileges, rights, uses and interests therein, as hereinafter set forth; and

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, City hereby grants to Lessee the rights and privileges hereinafter described. Lessee agrees to accept the duties, responsibilities and obligations as hereinafter set forth; and the parties hereto, for themselves, their successors and assigns, agree as follows:

ARTICLE ONE

DEMISE OF LEASED PREMISES

LEASED PREMISES. City does hereby lease unto Lessee the premises described and being:

Farm #4187: +/- 954.5 acres

The acreage and location of land covered by this Lease can be changed, as needed due to future land acquisition and development, by an amendment including the changes signed by the Director of Aviation and the Lessee. Such amendments shall be kept on file at the office of the Director of Aviation.

PURPOSE AND PRIVILEGES. Lessee shall use the leased premises solely for the purpose of planting, cultivating and harvesting crops of such diversification and acreage as may be agreed upon by the Director of Aviation and the Lessee prior to each planting season, or at such times during the year as may be necessary to determine what crops shall be planted. Such agreement shall be obtained before cultivation is commenced. Nothing in this Agreement shall be construed as granting to Lessee any right to operate any other business or concession on the Airport premises except as enumerated herein.

ARTICLE TWO

TERM

TERM. The term of this Agreement shall be for a ten (10) year period, commencing on June 1, 2014 and ending on May 31, 2024. This Lease shall automatically be extended for two (2) additional five (5) year terms unless terminated by Lessee or City with sixty (60) days written notice.

HOLDING OVER. This Agreement will terminate without further notice when the lease term (or any extension thereof) expires, and if the Lessee holds over after the term expires such hold over will not constitute a renewal of the Agreement or give Lessee any rights under this Agreement in or to the premises

ARTICLE THREE

RENTAL FEES

RENTAL. In consideration of the rights and privileges herein granted, Lessee shall pay to the City in accordance with the following schedule:

A. One-fourth (1/4) of all cotton produced.

B. One-fourth (1/4) of all Government payments for cotton acreage diverted in accordance with Government conservation programs or other Government Programs.

C. Cash rent on other crops as may be negotiated from time to time with the Director of Aviation, committed to writing and signed by both Lessee and the Director of Aviation.

Lessee shall deliver to the City at the cotton gin, free of any charges, one-fourth (1/4) of all lint cotton in the bale, together with the seed therefrom, and shall deliver to the City at the City-designated elevator one-third (1/3) of other crops grown on said land; provided, however, that if cotton is sold as ginned, settlement for cotton and cotton seed shall be promptly made to the Airport on the same day as the same is sold, or as soon as practicable thereafter.

CROP FERTILIZATION COSTS. The parties hereto mutually agree that fertilization of farm land is and will be mutually beneficial and should be undertaken as warranted. The City agrees to pay one-fourth (1/4) of any agreed fertilizing program costs on cotton crops and one-third (1/3) of any agreed fertilizing program costs on all other crops. The parties agree that a letter agreement outlining the fertilizing program and its maximum monetary limitations shall be executed annually by Lessee and the Director of Aviation prior to commencing any fertilizing options. The parties further agree that the City's share of agreed fertilization program costs shall be deducted from rentals owed by Lessee to the City in each and every year throughout the term of this Lease.

ARTICLE FOUR

RIGHTS RESERVED TO CITY

AIRPORT SAFETY. City reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Lessee from constructing or permitting construction of any building or other structure on or off the Airport which, in the opinion of City, would limit the usefulness of the Airport or constitute a hazard to aircraft.

TIME OF EMERGENCY. In the event of a war or national emergency, the City shall have the right to lease the landing area and any other portion of the Airport to the United States for governmental use and, if such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the United States, shall be suspended.

DEVELOPMENT OF AIRPORT. All rights, privileges or interests acquired herein by the Lessee or other persons, at the option of the City, following written notice of thirty (30) days, may be suspended or terminated, is such suspension or termination is found by the City, acting in good faith, to be necessary for the development of the Airport, or for the development or promotion of aeronautical operations.

CITY'S RIGHT TO PREMISES. City reserves the right to go upon leased premises at any time to survey, lay off contour lines, build terraces and drill wells, construct and maintain water and other utility lines, and to make any improvements. Should Lessee fail or refuse to properly tend, cultivate and harvest the crops on the premises, City shall have the right to enter upon said premises and hire sufficient labor for that purpose, the cost of which shall be repaid to City out of the portion of the crops belonging to Lessee.

It is understood that this Lease is made subject to all existing easements and all rights under mineral deeds and leases heretofore granted or assigned and recorded in the Real Property Records of Lubbock County, Texas, and subject to the right of the City to develop and explore for oil, gas and minerals on said land; and such rights and the right of ingress and egress over and upon said lands are herein expressly reserved to City, its agents, successors and assigns.

ARTICLE FIVE

RIGHTS & LIMITATIONS OF LESSEE

ACCESS. Lessee is herein granted the right of ingress to and egress from the leased premises over and across common or public roadways serving the Airport. Such right of ingress and egress, however, shall be subject to all laws, ordinances, rules and regulations now existing or hereafter promulgated by the City of Lubbock or other lawful authority.

LAND WORK. Lessee shall promptly break, prepare and plant the cultivated land upon such premises for each growing season and shall cultivate and work the planted crops when necessary. Lessee shall provide all necessary labor and materials to keep all growing crops free from damaging weeds and grass. Lessee shall gather, harvest and market said crops. Lessee agrees to provide and pay all costs of insecticides, desiccants and defoliation.

Lessee agrees that none of the tillable land will be allowed to lie out or be taken out of production without the written consent of the Director of Aviation.

If for any reason, Lessee fails to plant any crop(s) in due time and season, or if the crop is destroyed by the elements, or Lessee otherwise fails to develop a mature profitable crop in a reasonable time, such acreage shall revert to City absolutely, unless Lessee notifies the Director of Aviation in writing as soon as reasonably expected of such condition, and obtains a written consent to plant such acreage in such crops as may be mutually agreed upon.

Lessee agrees that during the term of this Agreement, Lessee shall cultivate said land, whether planted or not, so as to minimize the blowing of top soil, sand and dust onto the ramps, runways and taxiways of the Airport.

WATER WELLS. Lessee may have and is hereby given the right to use the seven (7) existing City-owned irrigation water wells on the premises, but Lessee shall provide the pumps and motors for the operation of said wells. Lessee may drill additional water wells on the land for the purpose of irrigating crops grown thereon. It is understood that said wells shall be drilled at locations designated by the Director of Aviation and without cost to the City. All wells drilled on said land shall be the property of the City. All motors and pumps owned by Lessee may be removed by Lessee at the expiration of the Agreement. Lessee shall cap the wells if the motors and pumps are removed. If the motors and pumps are left on the premises thirty (30) days from

the date of termination of this Agreement, they shall be deemed abandoned and will become the property of the City.

WEEDS AND GRASS. Lessee agrees to keep down all weeds and grasses and prevent seeding and spreading. Lessee shall not allow a volunteer crop of any kind to mature on said land.

LIVESTOCK. Lessee agrees no livestock will be on the leased premises.

LAST YEAR OF LEASE. As the crops are gathered from any said land during the last year of this Lease, Lessee shall surrender possession of such portions thereof, so the City or future tenant may prepare the said land for cultivation for the following year. Crops which would not ordinarily be harvested before the termination of the last year of the Lease, shall be planted without written consent of the Director of Aviation. Any crops growing on said land in violation of this provision shall revert to City as its absolute property, together with any plowing or work done by Lessee without such written consent.

IMPROVEMENTS ON PREMISES. Lessee agrees to keep all fences, buildings and other improvements in as good condition as they are at the execution of this Agreement, the usual wear and tear expected. If buildings or other improvements on the leased premises are destroyed or damaged so they cannot be repaired except by substantially rebuilding them, City shall be under no obligation to rebuild or repair said buildings or improvements. No alterations in the buildings or improvements shall be made and no substantial improvements shall be placed on the premises by Lessee without the written consent of the Director of Aviation. Both parties herein agree that any improvements placed thereon contrary hereto shall become the property of the City and shall not be removed by Lessee, in whole or in part.

RECORDS. Lessee agrees to keep adequate records and books of account, to be inspected by the Director of Aviation or a duly authorized representative , and to annually render to the City a satisfactory written account showing the total number of bales of cotton produced from said land and/or the total number of applicable units of other crops produced therefrom, and the sales price thereof.

ARTICLE SIX

INSURANCE

Lessee shall carry and maintain insurance at all times this Lease is in effect, at Lessee's sole expense with an insurance underwriter authorized to do business in the State of Texas and acceptable to the City, against claims of general liability and automobile liability resulting from Lessee's business activities at the Airport. City may review and adjust the insurance limits in order to reflect reasonable coverage as necessary.

Farm General Liability Insurance – Lessee shall have Farm General Liability Insurance with limits of $300,000 combined single limit in the aggregate and per occurrence.

Comprehensive Automobile Liability Insurance – Lessee shall have Comprehensive Automobile Liability Insurance, with limits of not less than bodily injury/property damage $300,000 combined single limit, to include all owned and non-owned vehicles, including employer's non-ownership liability hired and non-owned vehicles.

The above-mentioned liability policies shall all include a waiver of subrogation and name City as an additional insured. Certificates of insurance with the endorsements or other satisfactory evidence of insurance shall be filed with the Director of Aviation prior to execution of this lease. The insurer shall notify the Director of Aviation of any alteration, renewal or cancellation, and remain in full force and effect until at least thirty (30) days after such notice of alteration, renewal or cancellation is received by the Director of Aviation.

IDEMNIFICATION. The Lessee shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the City shall in no way be responsible therefore. Lessee shall indemnify and hold harmless, to the fullest extent permitted by law, City, and City's respected officers, employees, elected officials and agents, from and against any and all losses, damages, claims or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner or form, the activities of Lessee contemplated hereunder. Lessee further covenants and agrees to defend any suits or administrative proceedings brought against the City and/or City's respective officers, employees, elected officials and/or agents on account of any claim for which it is obligated to indemnify City, and to pay or discharge the full amount or obligation of any such claim incurred by,

accruing to, or imposed on City, or City's respective officers, employees, elected officials and/or agents, as applicable, resulting from the settlement or resolution of said suits, claims, and or administrative proceedings. In addition, Lessee shall pay to City, City's respective officers, employees, elected officials and/or agents, as applicable, all attorney fees incurred by such parties in enforcing Lessee's indemnity in this section.

Indemnification – Environmental Harm. Without limiting any provisions of this Agreement, Lessee shall also defend, indemnify and hold City and its respective officers, employees, elected officials and agents harmless from and against all suits, actions, claims, demands penalties, fines liabilities, settlements, damages, costs and expenses (including but not limited to reasonable attorney and consultant fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against City arising out of or in any way related to:

1. Any actual, threatened or alleged contamination by hazardous substances of the Premises or contamination by hazardous substances of the Airport by Lessee or its agents;
2. The presence, disposal, release or threatened release of hazardous substances by Lessee or its agents at the Airport that is on, from or affects the soil, air, water, vegetation, buildings, personal property, persons, animals or otherwise.
3. Any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to hazardous substances by Lessee at the Airport; or
4. Any violation by Lessee of any Environmental Laws that affect the Airport.

ARTICLE SEVEN

GENERAL CONDITIONS

This Lease is granted subject to the following provisions and conditions. Failure of the Lessee to comply with any requirement of Article Six or Seven shall be cause for immediate termination of this Agreement by City.

RULES AND REGULATIONS. City reserves the right to issue through the Director of Aviation such reasonable rules, regulations and procedures for activities and operations conducted on the Airport as deemed necessary to protect and preserve the safety, security and welfare of the Airport and all persons, property and facilities located thereon.

The Lessee's officers, agents, employees and guests will obey all rules and regulations which may be promulgated from time to time by the City or authorized agent at the Airport, or by other lawful authority, to ensure the safe and orderly conduct of operations and traffic on the Airport.

The taxiways, runways and adjacent safety areas of the Airport shall not be used by the Lessee or any agent or employee of the Lessee as a passage or roadway for any tractor, plow, implement or other vehicle of any character, and Lessee shall not otherwise enter in or upon these areas or park any equipment or vehicle upon said areas.

No irrigation ditch shall be placed in such close proximity to a taxiway, runway or safety area on the Airport so that the foundations thereof or surface may be flooded or weakened by water seepage, and no irrigation ditch shall be constructed at any location unless expressly approved by the Director of Aviation.

NON-DISCRIMINATION PRACTICES. Lessee, its agents and employees will not discriminate against any person or class of person by reason of age, sex, race, handicap, religion or national origin in providing any services or in the use of any of its facilities provided for the public, in any manner prohibited by Federal Aviation Administration Regulations. Lessee further agrees to comply with such enforcement procedures as the United States Government might demand that the City take in order to comply with the Sponsor's Assurances.

Lessee agrees not to illegally discriminate against any employee or applicant for employment because of age, sex, race, handicap, religion or national origin.

FEES, TAXES, AND PERMITS. Lessee shall pay for all licenses, permits, clearances, rights-of-way and other matters necessary to conduct business. Lessee shall pay promptly when due all fees, taxes and charges assessed under local, state or federal statutes or ordinances insofar as they are applicable. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the City, be cause for immediate termination of this Lease.

ADDITIONS, IMPROVEMENTS OR ALTERATIONS. Lessee shall not make, permit or suffer any additions, improvements or alterations to the leased premises which constitute any major structural change or changes without first submitting plans and specifications for such additions, improvements or alterations to the Director of Aviation and securing prior written consent from the Director of Aviation. Any such additions, improvements or alterations made with the consent of the Director of Aviation shall be solely at the expense of the Lessee and, unless such consent provides specifically the title to the additions or improvements so made shall vest in the Lessee, title thereto shall at all times remain in City, and such additions or improvements shall be subject to all terms and conditions of this Agreement, provided however, that any trade fixtures installed by Lessee may be removed by Lessee at its expense. The Lessee agrees to hold City harmless from all Mechanic's and Materialman's Liens arising from any construction, additions, improvements, repairs or alterations effected by the Lessee. Any property installed or added by Lessee which becomes permanently attached to the leased premises shall become the property of City upon termination of this Agreement, provided however, that any trade fixtures installed by Lessee may be removed by Lessee at its expense.

TRASH, GARBAGE, REFUSE, ETC. Lessee shall provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage and other refuse produced as a result of Lessee's business operations on leased premises.

BUSINESS SOLICITATIONS. All of Lessee's business operations and solicitations will be confined to the leased premises or such other premises at the Airport that have been leased to Lessee.

NO ASSIGNMENT OR SUBLETTING. Lessee will not directly or indirectly assign, sublet, sell, hypothecate or otherwise transfer this Lease or any portion of the leased premises without the prior written consent of the Director of Aviation. No such assignment or subletting shall affect Lessee's obligations to make all required payments.

ABANDONMENT. Should Lessee abandon said premises, or sell or attempt to sell any part of the crops before they are matured or harvested, all of Lessee's interest in all said crops shall be immediately forfeited to City, and City shall have the right to enter upon and take possession of said premises.

EXCLUSIVITY. Lessee's right to conduct business at the Airport shall be nonexclusive.

WAIVER. The failure of City to insist in any one or more instance upon performance of any of the terms, covenants or conditions of this Lease shall not be construed as a waiver or relinquishment of the future performance of any such terms, covenants or conditions, and Lessee's obligation with respect to such future performance shall continue to be in full force and effect. Furthermore, the acceptance of rentals or fees by City after Lessee's failure to perform, keep or observe any of the terms, covenants or conditions of the Lease shall not be deemed a waiver by City to cancel this Agreement for such failure.

TITLE TO LEASED PREMISES. Lessee agrees that it does not acquire any equity or title to the leased premises as a result of this Agreement and the property herein leased shall remain the sole property of City. City grants Lessee a leasehold interest by and through this Agreement.

STORED CONTENTS. Lessee agrees to limit the outside storage of any and all materials, components, assemblies and repaired and manufactured products to the area on the leased premises and to control the growth of vegetation and weeds on the leased premise.

ARTICLE EIGHT

TERMINATION

Lessee agrees to give peaceful possession of said property at the termination of this Lease in as good condition as reasonable use and wear will permit. It being the absolute intention of the parties hereto is that this Lease shall expire upon the date above determined.

This Agreement is subject to termination for the reason set forth below, provided that thirty (30) days written notice is given to the Lessee. In the event Lessee fails or refuses to keep and perform any covenant or condition of this Lease in the time and manner here stated, the Director of Aviation shall have the right, to declare this Agreement null and void and enter and take possession of said premises without being deemed guilty of trespass and without prejudice to any other remedy the City may have for the collection of rents or the enforcement of this Lease.

In case of City's sale of said premises during the tenancy by Lessee thereof to a purchaser who desires possession, Lessee agrees to surrender the same at once upon receipt by him of the actual present value of the growing crops, and the refund of the prorate part of the cash payment

for grass land, if any, according to the calendar year that has passed, such value to be determined by Lessee and Director of Aviation. If they cannot agree, three disinterested parties, one to be selected by the Director of Aviation, one by Lessee and the two to choose a third, and their decision as to value shall be binding.

ARTICLE NINE

MISCELLANEOUS PROVISIONS

NOTICES. Notices to the City required or appropriate under this Lease shall be deemed sufficient if in writing and mailed by registered mail with postage prepaid to the Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Notices to the Lessee required or appropriate under this Lease shall be deemed sufficient if in writing and mailed by registered mail with postage prepaid to K.F. Thiel & Sons, 2102 E. County Road 6000, Lubbock, Texas 79403.

PARTIES BOUND. This Agreement binds, and inures to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representative, successors, and assigns.

APPLICABLE LAW. This Agreement is to be construed under Texas law, and all obligations of the parties created by this Lease are performable in Lubbock County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Lubbock County, Texas.

ATTORNEY'S FEES. Should City institute legal action to collect rent due under this Agreement or damages for default of any covenant made herein, a reasonable sum shall be added to the amount of recovery for attorney's fees together with all costs of court.

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

PRIOR AGREEMENTS. Both parties hereby agree that this instrument constitutes the final Agreement to the parties and that all other previous agreements, leases and contracts between the parties which pertain to the property described herein are hereby declared null and void.

AMENDMENT. No amendment, modification, or alteration of this Lease is binding unless in writing, dated subsequent to the date of this Lease, and duly executed by the parties.

EXECUTED THIS 22nd day of May, 2014.

CITY OF LUBBOCK

BY: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

K. F. THIEL & SONS

BY: James Thiel
JAMES THIEL

Date: 5/6/14

FILE NAME: X:\2001\2725.01\CADD\CIVIL\Exhibits\Farm Land Exhibit.dwg LAYOUT NAME: Layout1 PRINTED: Thursday, April 24, 2014 - 1:14pm USER: LPahe



Regular City Council Meeting **6. 23.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution – Police: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding (MOU), contract 11890 with Lubbock County regarding the division of the local allocation from the United States Department of Justice for the FY 2014-15 Justice Assistance Grant (JAG) Program.

Item Summary

The JAG Program funds local government activities to prevent and control crime. As the City's population is larger than the County population, the grant defines this as "a funding disparity." Due to the defined disparity, the City and Lubbock County enter into an Interlocal Agreement under the Lubbock County Joint Enforcement Initiative Program for the purposes of jointly applying and splitting the grant award. The Lubbock Police Department manages the grant. The City and Lubbock County have jointly applied for and received the Edward Byrne Memorial JAG each year since 2005. The MOU is necessary to apply for the grant.

Fiscal Impact

The City will provide to the County $85,492.50 from the $170,985.00 JAG award for the FY 2014-15 JAG Lubbock County Joint Law Enforcement Initiative Program.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution - MOU

Interlocal Agreement - PD

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 Memorandum of Understanding, by and between the City of Lubbock and Lubbock County, regarding the division of the local allocation of the Fiscal Year 2014 Justice Assistance Grant Program from the United States Department of Justice, and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Roger Ellis, Chief of Police

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

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THE STATE OF TEXAS

KNOW ALL BY THESE PRESENT

COUNTY OF LUBBOCK

INTERLOCAL AGREEMENT
BETWEEN THE CITY OF LUBBOCK, TEXAS AND COUNTY OF LUBBOCK, TEXAS

2014 BYRNE JUSTICE ASSISTANCE GRANT (JAG) PROGRAM AWARD

This Agreement is made and entered into this _____ day of _____, 2014, by and between the COUNTY of LUBBOCK, acting by and through its governing body, the Commissioners Court, hereinafter referred to as COUNTY, and the CITY of LUBBOCK, acting by and through its governing body, the City Council, hereinafter referred to as CITY, both of LUBBOCK County, State of TEXAS, witnesseth:

WHEREAS, this Agreement is made under the authority of Chapter 791, TEXAS Government Code: and

WHEREAS, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

WHEREAS, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

WHEREAS, the CITY agrees to provide the COUNTY $85,492.50 from the JAG award for the FY2014 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITIATIVE PROGRAM; and

WHEREAS, the CITY and COUNTY believe it to be in their best interests to reallocate the JAG funds.

NOW THEREFORE, the COUNTY and CITY agree as follow:

Section 1.

CITY agrees to pay COUNTY a total of $85,492.50 of JAG funds.

Section 2.

COUNTY agrees to use $85,492.50 for the FY2014 JAG LUBBOCK COUNTY JOINT LAW ENFORCEMENT INITATIVE Program until September 30, 2017.

Section 3.

Nothing in the performance of this Agreement shall impose any liability for claims against COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 4.

Nothing in the performance of this Agreement shall impose any liability for claims against CITY or the COUNTY other than claims for which liability may be imposed by the TEXAS Tort Claims Act.

Section 5.

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

Section 6.

The parties to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

Section 7.

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, Mayor

COUNTY OF LUBBOCK, TEXAS

Thomas Head

TOM HEAD, County Judge 5-9-14

ATTEST:

REBECCA GARZA, City Secretary

ATTEST:

KELLY PINION, County Clerk

APPROVED AS TO CONTENT:

ROGER ELLIS, Police Chief

APPROVED AS TO CONTENT:

DAN CORBIN, Chief Administrator
Lubbock County Sheriff's Office

APPROVED AS TO FORM:

AMY SIMS, Asst. City Attorney

APPROVED AS TO FORM:

NEAL BURT, Assistant District Attorney

Regular City Council Meeting **6. 24.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an amendment to Community Development Funding contract 11755 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).

Item Summary

The City received a second Contract 58130001950 from the Texas Department of Housing and Community Affairs for the CEAP in the amount of $206,450. The City will pass part of the funds to LSSS, a subrecipient to operate the Utility Assistance Component to provide utility assistance to qualified low-income persons and families.

To date the City Council has accepted and appropriated Contract 58140001789 for a total of $886,436 for the CEAP Grant. Of this amount the City Council has approved a CEAP/CSBG funding contract to LSSS in the amount of $808,186. This amendment allocates the amount of $204,449 to LSSS for a total contact amount of $1,012,635.

The period of performance is January 1, 2014, through December 31, 2014. The Community Development and Services Board approved funding for this project at their regularly scheduled meeting on May 14, 2014.

Fiscal Impact

The maximum amount to be allocated from the CEAP for this program is $1,012,635. Funds are from the Texas Department of Housing and Community Affairs.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager

Attachments

Resolution & Amendment - LSS

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amendment to a Contract, by and between the City of Lubbock and Lutheran Social Services of the South for the Comprehensive Energy Assistance Program (CEAP), and all related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

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4.29.14

STATE OF TEXAS

CONTRACTOR OF LUBBOCK

AMENDMENT TO COMPREHENSIVE ENERGY ASSISTANCE PROGRAM AND COMMUNITY SERVICES BLOCK GRANT AGREEMENT BETWEEN THE CITY OF LUBBOCK AND LUTHERAN SOCIAL SERVICIES OF THE SOUTH

This amendment to Agreement is entered into this 22nd day of May, 2014 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Lutheran Social Services of the South, a non-profit organization (hereinafter called "Contractor").

WHEREAS, the Contractor and the City have previously entered into an Agreement dated February 27th, 2014 (hereinafter called "the Agreement"); and

WHEREAS, the City and the Contractor hereby desire to amend said agreement.

NOW THEREFORE, the City and the Contractor hereby agree to amend the Agreement as follows:

1) Paragraph II. B. 1.

City agrees to provide Contractor assistance from the Comprehensive Energy Assistance Program (CEAP) funds in an additional amount not to exceed $204,449 in CEAP funds for the Utility Assistance Component in addition to the $808,186 in CEAP/CSBG funds previously granted in the agreement in return for Contractor performing the activities set forth in this Contract as consideration for said funds.

2) This amendment to the Agreement shall be effective upon execution. The Remainder of the Agreement shall remain in full force and affect except as changed herein.

Executed the _____of _____, 2014 as first written as affected as provided herein.

CITY OF LUBBOCK:

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, Interim Assistant City Manager

APPROVED AS TO FORM:

_____
Amy L. Sims, Assistant City Attorney

LUTHERAN SOCIAL SERVICES OF THE SOUTH

_____
AUTHORIZED REPRESENTATIVE

FED.I.D# 74-1109745

Regular City Council Meeting **6. 25.**

Meeting Date: 05/22/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-O0079 for Zone Case 3089-D, a request of Jeff Braselton for a zoning change from Apartment Medical (AM) to C-3 on 0.884 acres of unplatted land out of Block AK, Section 21, 10202 Frankford Avenue.

Item Summary

On May 8, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is for a change from Apartment Medical (AM) with a condition to not allow apartments to C-3. The proposed development is for a multi-tenant shopping center. The main anchor is planned to be a fitness center or athletic club with a dry cleaners in one of the two additional tenants spaces allowing for drive through service.

Adjacent land uses:
To the north is an elementary school. There is a specific use townhome single family project proposed to the west, and mini-warehouses and an electric substation to the south. Across the thoroughfare, Frankford Avenue is existing single family residential.

Comprehensive Land Use Plan (CLUP):
The CLUP concentrates the commercial areas at the intersections of major thoroughfares. One of the main reasons is to lessen the impact on the residential neighborhoods. Traffic is another reason to keep the commercial zoning at the traffic controlled intersections, which helps to lessen the conflict points along the mile between intersections and allows the proper use and traffic flow on the thoroughfare.

One of the other concerns with this proposed location for a commercial development involves the amount of traffic going into the neighborhood. In previous zone cases in the immediate area, traffic was a major concern and factor in the design and outcome of the adjacent projects. With the traffic generated by the school, and the limited access points for the neighborhood to Frankford Avenue, this commercial development would exacerbate the traffic problems.

The CLUP would recommend a buffer district in a location along the thoroughfare between major intersections. The request is not consistent with the CLUP.

Zoning Policy:
Coinciding with the CLUP, the policy for zoning in an area like this would be a “buffer” type zoning district. The current zoning, AM, follows this policy; this proposal for C-3, General Retail, is not consistent with the CLUP or the zoning policy.

Effect on the adjacent street and thoroughfare system:
The amount of traffic generated by a commercial use from the controlled intersection could have a negative impact on the thoroughfare and the access for the neighborhood along 102nd Street from Frankford Avenue. 34th Street,

50th Street, Avenue Q, and the portion of Slide Road between 50th Street and 82nd Street are good examples of how strip type commercial development effects the traffic along a thoroughfare. The CLUP goals are to keep commercial at the major intersections allowing the thoroughfare to function as they are intended. In comparison to the areas of strip commercial already mentioned, picture 98th Street from University Avenue to Frankford Avenue and the overall easy flow of traffic between each major intersection. This is the goal of focusing the commercial development at the major intersections.

Based on the CLUP, the zoning policies following the CLUP, and traffic concerns in the area, staff does not support the request.

Recommendations:
On April 3, 2014, the Planning & Zoning Commission recommended the request with a vote of 5-1, with the following condition:
1. The screening fence on the north side shall be waived.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3089-D

Zone Case 3089-D

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. 3089-D;** A ZONING CHANGE FROM **AM** TO **C-3** ZONING DISTRICT ON **0.884 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, 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 compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3089--D

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 **AM** to **C-3** zoning district on **0.884**

acres of unplatted land out of Block AK, Section 21, City of Lubbock, Lubbock County, Texas located at **10202 Frankford 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 screening fence on the north side shall be waived.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

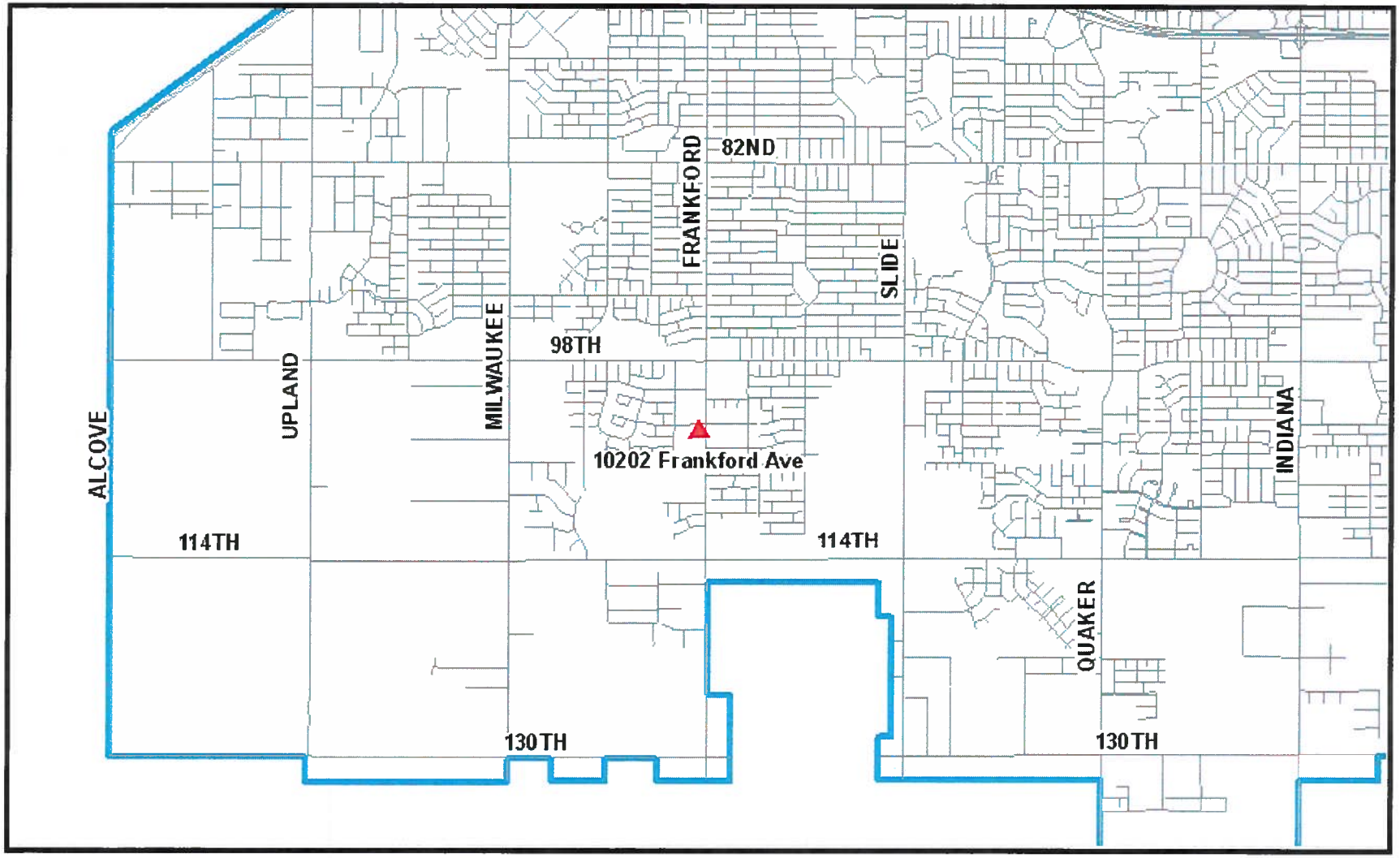
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3089-D
April 3, 2014

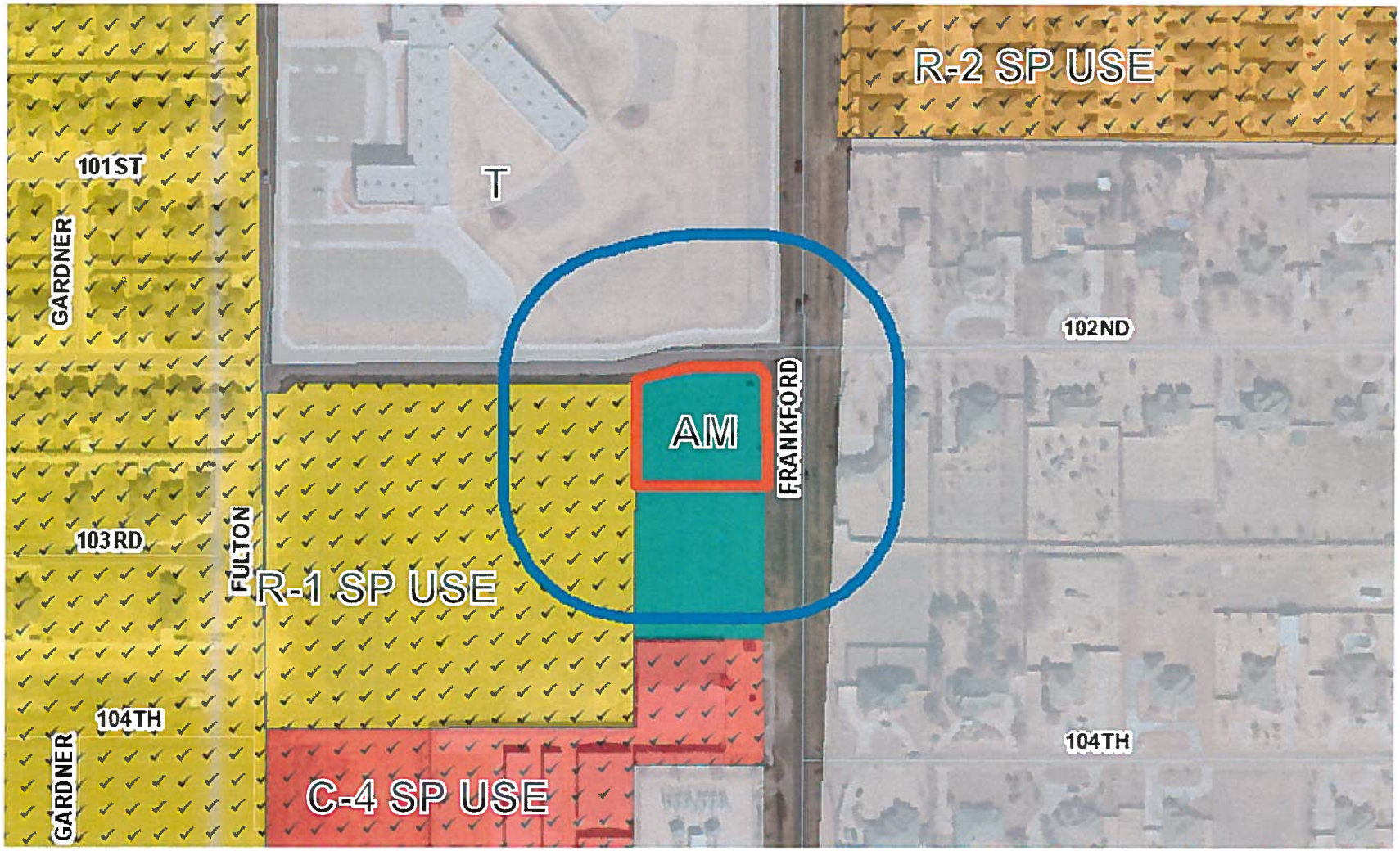


P.Z.C. Case 3089-D



P.Z.C. Case 3089-D

Request of Jeff Braselton for a zoning change from AM to C-3, 10202 Frankford Avenue



P.Z.C. Case 3089-D Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Jeff Braselton

6113 87th St.
Street/Post Office Box

Lubbock TX. 79424
City State Zip

(806) 368-7825
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 102nd & Frankford Lubbock TX. 79424

Legal Description:* _____

Existing Land Use: Raw land **Existing Zoning:** AM

Acreage or Square Footage of Property: .884 Acres

Zoning Requested: C 3

Proposed Development: Anytime Fitness Center & 2 Tennants

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

Jeff Braselton
Applicant's Signature

2/12/14
Date

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

Filing Fee: _____
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

M+B map 42

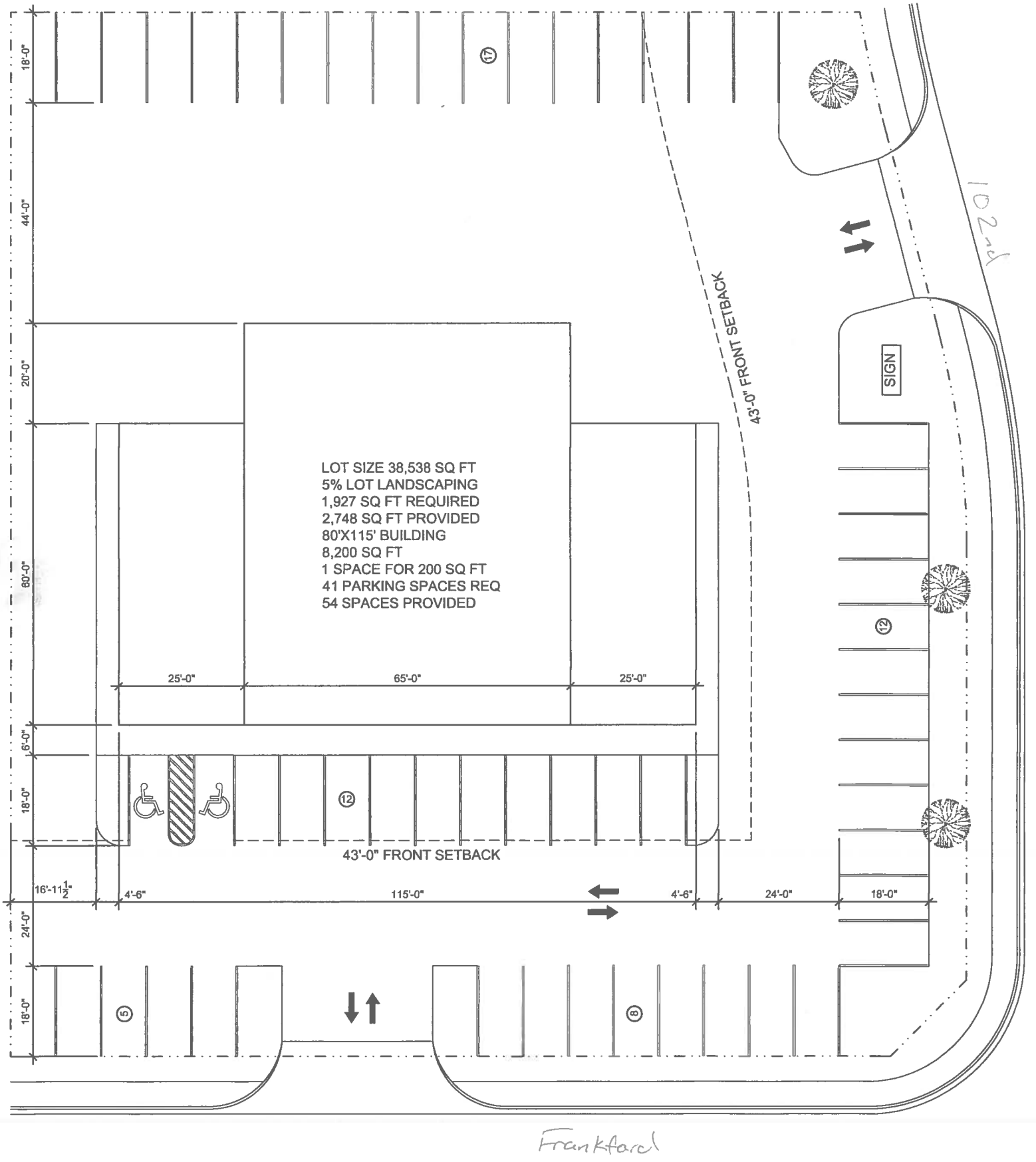
Zone Case No.: 3089-D **Agenda No.:** 1

Request for zoning change from: AM **To:** C-3

0.884 acres of unplatted land out of Block A1 Section 21

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 10202 Frankford Ave


18'-0"
44'-0"
20'-0"
60'-0"
6'-0"
18'-0"
24'-0"
18'-0"
17
12
12
5
8
102nd
SIGN
43'-0" FRONT SETBACK
LOT SIZE 38,538 SQ FT
5% LOT LANDSCAPING
1,927 SQ FT REQUIRED
2,748 SQ FT PROVIDED
80'X115' BUILDING
8,200 SQ FT
1 SPACE FOR 200 SQ FT
41 PARKING SPACES REQ
54 SPACES PROVIDED
25'-0"
65'-0"
25'-0"
43'-0" FRONT SETBACK
16'-11½"
4'-6"
115'-0"
4'-6"
24'-0"
18'-0"
Frankford

Lubbock-Cooper Independent School District

16302 LOOP 493 • LUBBOCK, TEXAS 79423-7805
(806) 863-7100 • FAX: 863-3130

Pat Henderson
Superintendent

Macy Satterwhite, PhD
Assistant Superintendent

Betsy Taylor, CPA
Chief Financial Officer

Jo Ellen Henderson
Public Information Officer

February 7, 2014

Lubbock City Council
Planning and Zoning Commission
P.O. Box 2000
1625 13th Street
Lubbock, TX 79457

RECEIVED
MAR 11 REC'D
PLANNING DEPARTMENT

Dear Council and Commission Members:

I have recently been informed that Jeff Braselton will be requesting a change in zoning for a corner lot located at 102nd Street and Frankford Avenue. This location is adjacent to Lubbock-Cooper ISD's West Elementary. Mr. Braselton tells me that he intends to construct a multi-unit center (three spaces total) at this location with an Anytime Fitness Franchise and a Comet Cleaners to occupy two of these spaces.

As Superintendent of Lubbock-Cooper ISD, I have no objection whatsoever to this requested zoning change by Mr. Braselton and these businesses being located in close proximity to West Elementary.

Sincerely,

Pat Henderson

Pat Henderson
Superintendent

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the ~~zone change~~ requested by: **P&Z Case No.: 3089-D**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

I Support This Request

RECEIVED
MAR 26 REC'D
PLANNING DEPARTMENT

Print Name TRUETT CRAFT

Signature: Truett Craft

Address: 5608 Norfolk Ave

Address of Property Owned: _____

Zone Case Number: 3089-D 86608
CLCL DEVELOPMENT
5608 NORFOLK AVE

LUBBOCK TX 79413

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3089-D**

In Favor of ✓

Opposed ___

RECEIVED
MAR 26 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Pat Henderson

Signature: Pat Henderson

Address: 16302 Loop 493 Lubbock Texas 79423

Address of Property Owned: West Elementary
10101 Fulton Ave.
Lubbock, Tx.

Zone Case Number: 3089-D 74517
LUBBOCK COOPER ISD
16302 LOOP 493

LUBBOCK TX 79423

Regular City Council Meeting **6. 26.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute an Amendment correcting the property description and incorporating the survey into the Commitment Agreement dated July 23, 2013, between the City of Lubbock and the Lubbock Entertainment and Performing Arts Association.

Item Summary

In July, 2013, the City Council approved a Commitment Agreement with Lubbock Entertainment and Performing Arts Association (LEPAA), a Texas nonprofit organization, for transfer of the City-owned five acre tract of property located at 1302 Mac Davis Lane across from the Civic Center, bounded by Marsha Sharp Freeway on the north, Avenue L on the east, and Mac Davis Lane on the south, when LEPAA had at least forty-five million dollars ($45,000,000.00) in written commitments for building of a Performing Arts Center. LEPAA announced that it had reached the $45 million in commitments in March.

Once the $45 million was reached, the Agreement required LEPAA, prior to the transfer, to provide a survey of the parcel to be transferred. The survey was to be incorporated into the Agreement as Exhibit C. When the survey was completed, it revealed that the property description in Exhibit A of the Agreement was in error. This Amendment corrects the property description by replacing the current Exhibit A with a new Exhibit A and incorporates the survey as Exhibit C.

Fiscal Impact

None.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - LEPAA

Amendment to Comitment Agreement - LEPAA

LEPAA.City map

Resolution & Agreement - 2013-R0239

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amendment to the Commitment Agreement between the City of Lubbock and Lubbock Entertainment and Performing Arts Association to correct the real property description and to incorporate the recently completed survey of the property. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis,
City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

City Att / Linda; Res- Amend Commitment Agmt Performing Arts
May 15, 2014

AMENDMENT TO
COMMITMENT AGREEMENT

This AMENDMENT is made and entered into by and between the City of Lubbock, (the "CITY"), a municipal corporation, and LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION ("LEPAA"), a Texas nonprofit organization, acting by through their respective and duly authorized officers and officials.

WITNESSETH:

WHEREAS, the CITY and LEPAA entered into a Commitment Agreement July 23, 2013, authorized by City of Lubbock Resolution No. 2013-R0239, for the transfer of City-owned property located at 1302 Mac Davis Lane, Lubbock, Texas, across from the Civic Center, consisting of approximately 5 acres, bounded by the Marsha Sharp Freeway on the North, Avenue L on the East, and Mac Davis Lane on the South, for the purpose of building a Performing Arts Center; and

WHEREAS, the CITY and LEPAA desire to amend the terms of the COMMITMENT AGREEMENT to correct the real property description and to incorporate the recently completed survey of the property;

NOW, THEREFORE, the CITY and LEPAA, agree to the following amendments:

1. Exhibit "A," containing the real property description is hereby deleted and replaced by the attached Exhibit "A."

2. Exhibit "C" entitled "SURVEY" is hereby deleted and replaced by the attached Exhibit "C."

Executed on _____, 2014.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION

BY: _____
Tim Collins, Chairman
Lubbock Entertainment and
Performing Arts Association

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

James Loomis, City Manager

APPROVED AS TO FORM:

Linda L. Chamales,
Economic Development Attorney

LC: cityatt/Linda/LEPAA Commitment Amendment
May 15, 2014

EXHIBIT "A"
REAL PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION of Lot 2 and a portion of Lot 1, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 521 of the Deed Records of Lubbock County, Texas and the East 15 feet of the South 15 feet of Lot 3 and all of Lots 4-7, Block 4 of the Original Town of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, and a portion of Avenue "M", located West of and adjacent to said Lots 4-7, Block 4 of the Original Town of Lubbock, closed and abandoned by Quit Claim Deed recorded in Volume 1338, Page 818 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the North right-of-way of Mac Davis Lane as granted by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas at the most Southerly Southeast corner of Lot 2, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas;

THENCE West, along said North right-of-way line and the Southern boundary of said Lot 2, a distance of 373.02 feet to a 1/2" iron rod with cap marked "WSC" found at the most Southerly Southeast corner of said Lot 1 and the most Southerly Southwest corner of said Lot 2;

THENCE Northwesterly, along the Eastern boundary of said Lot 1 and the Western boundary of said Lot 2, around a curve to the left, said curve having a radius of 290.00 feet, a central angle of 47°55'27", a chord bearing of N. 49°31'19" W., a chord distance of 235.56 feet and an arc length of 242.57 feet (plat calls: an arc length of 242.64 feet) to a 1/2" iron rod with cap marked "WSC" found at a point of intersection;

THENCE North, continuing along the Eastern boundary of said Lot 1 and the Western boundary of said Lot 2, at 313.24 feet (plat calls: 313.13 feet) pass a 3/8" iron rod found at the most Westerly Northwest corner of said Lot 2, Block 1 and a corner of said Lot 1, Block 1, continuing for a total distance of 483.60 feet to a 1/2" iron rod with cap set in the South right-of-way line of the Marsha Sharp Freeway as described in Volume 7235, Page 120 of the Real Property Records of Lubbock County, Texas for the Northwest corner of this tract;

THENCE S. 89°51'45" E., along said South right-of-way line, a distance of 188.00 feet to a 1/2" iron rod with cap marked "WSC" found in the West line of a 20 foot alley as granted by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas and the Eastern boundary of said Lot 1, Block 1 at a corner of this tract;

THENCE South, along said West alley line, the Eastern boundary of said Lot 1, Block 1, and the Eastern boundary of said Lots 3-7, Block 4, a distance of 169.91 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the Northern boundary of said Lot 2, Block 2 for the Southeast corner of said Lot 7, Block 4 and the Southwest corner of said 20 foot alley;

THENCE East, along the Northern boundary of said Lot 2, Block 1 and the South line of said 20 foot alley, a distance of 20.00 feet to a 1/2" iron rod with cap marked "WSC" found at the Southeast corner of said 20 foot alley and an "ell" corner of said Lot 2, Block 1;

THENCE North, continuing along the Northern boundary of said Lot 2, Block 1 and along the East line of said 20 foot alley, a distance of 170.75 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set in the South right-of-way line of the Marsha Sharp Freeway as described in Volume 6332, Page 52 of the Real Property Records of Lubbock County, Texas for a corner of this tract;

THENCE S. 87°10' E., along said South right-of-way line, a distance of 95.13 feet to a "cross" cut in a utility vault for the most Northerly Northeast corner of this tract;

THENCE S. 45°00'08" E., continuing along said South right-of-way line, a distance of 42.41 feet to a 1/2" iron rod with cap marked "WSC" found in the West right-of-way line of Avenue "L" as granted by plat recorded in Volume 1349, Page 521 of the Deed Records of Lubbock County, Texas and the Eastern boundary of said Lot 2, Block 1 for the most Easterly Northeast corner of this tract;

THENCE South, along said West right-of-way line and the Eastern boundary of said Lot 2, Block 1, a distance of 3.17 feet to an 80 penny nail set for a point of curvature;

THENCE Southeasterly, continuing along said West right-of-way line and the Eastern boundary of said Lot 2, Block 1, around a curve to the left, said curve having a radius of 598.00 feet, a central angle of 31°30'59", tangent lengths of 168.75 feet and a chord distance of 324.81 feet to a "cross" cut in concrete for a point of tangency;

THENCE S. 31°30'59" E., continuing along said West right-of-way line and the Eastern boundary of said Lot 2, Block 1, a distance of 291.35 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." set for a point of curvature;

THENCE Southwesterly, continuing along said West right-of-way line and the Eastern boundary of said Lot 2, Block 1, around a curve to the right, said curve having a radius of 25.00 feet, a central angle of 121°30'59", tangent lengths of 44.66 feet and a chord distance of 43.63 feet to the Point of Beginning.

Contains: 248,958 square feet - 5.715 acres.

Bearings relative to the recorded final plat of Lots 1 & 2, Block 1, & Blocks 3 & 8, Memorial Center Addition.

EXHIBIT "C"

SURVEY

PERIMETER SURVEY OF LOT 1 OF 2 AND A PORTION OF LOT 1, BLOCK 1

MEMORIAL CENTER ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT AND OF DEDICATION
FILED FOR RECORD IN VOLUME 1, PAGE 121
OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

AND

THE EAST 15' OF THE SOUTH 15' OF LOT 3 AND ALL OF LOTS 4-7,
BLOCK 4 OF THE

ORIGINAL TOWN OF LUBBOCK

LUBBOCK COUNTY, TEXAS

ACCORDING TO THE MAP OR PLAT AND OF DEDICATION
FILED FOR RECORD IN VOLUME 1, PAGE 448
OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

AND

A PORTION OF AVENUE "M", LOCATED WEST OF AND ADJACENT TO
SAID LOTS 4-7, BLOCK 4 OF THE ORIGINAL TOWN OF LUBBOCK
CLOSED AND ABANDONED BY ORDER OF THE CITY COUNCIL OF THE CITY OF LUBBOCK
AS RECORDED IN VOLUME 1110, PAGE 419 OF THE
DEED RECORDS OF LUBBOCK COUNTY, TEXAS

MARSHA SHARP FREEWAY

ACCESS ROAD ONE - WAY EAST BOUND

A PORTION OF LOT 1, BLOCK 1
MEMORIAL CENTER ADDITION

A PORTION OF AVENUE "M"

BLOCK 4
ORIGINAL TOWN OF LUBBOCK

NORTH - SOUTH ALLEY

LOT 1, BLOCK 1
MEMORIAL CENTER ADDITION

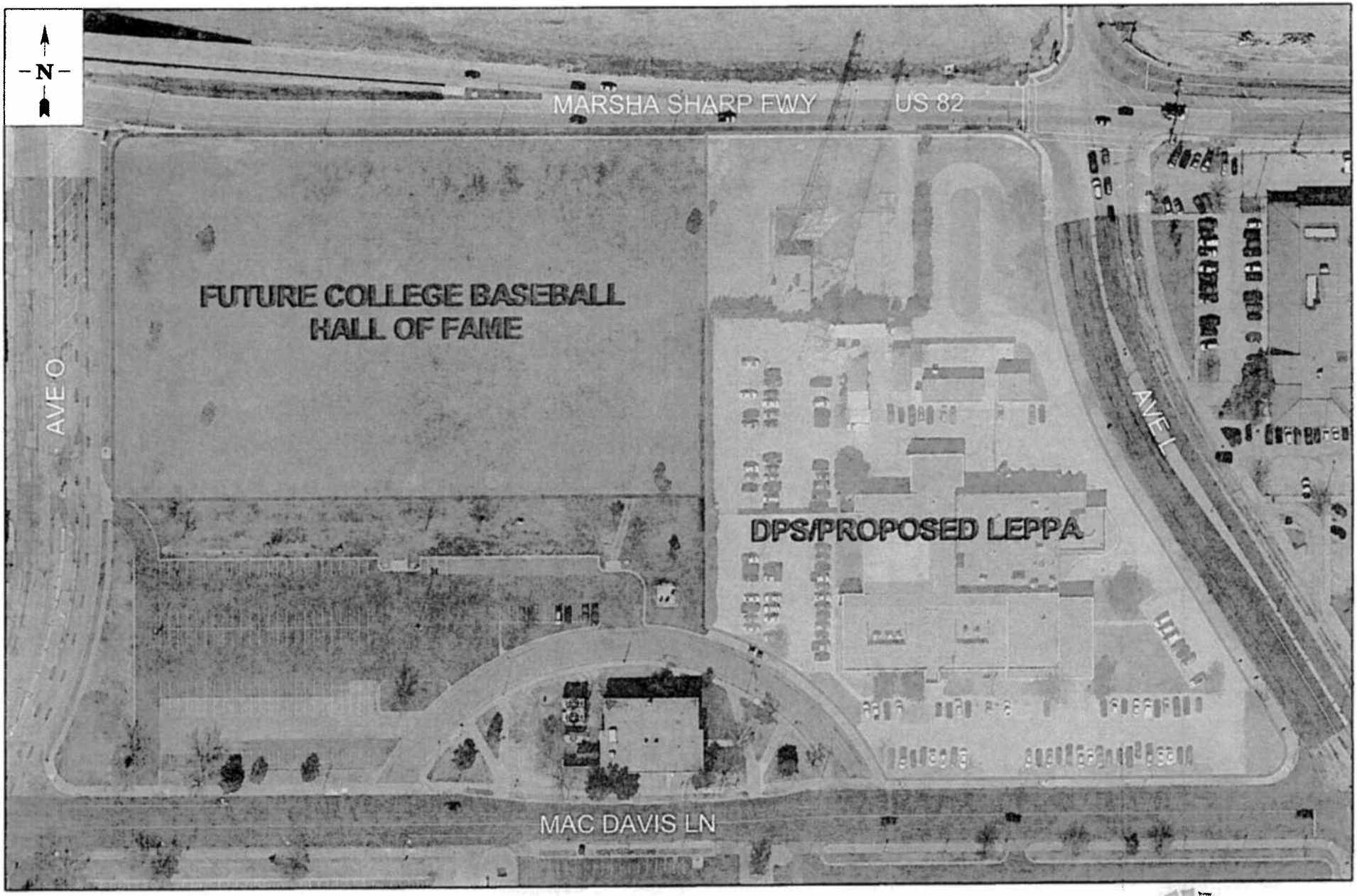
LOT 2, BLOCK 1
MEMORIAL CENTER ADDITION

AVENUE

EAST 41ST

MAC DAVIS LANE

2002



0 50 100 150 200 250

Feet

Legend

DPS/PROPOSED LEPPA

FUTURE COLLEGE BASEBALL HALL OF FAME

city of lubbock TEXAS

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.

Resolution No. 2013-R0239
July 23, 2013
Item No. 6.7

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Commitment Agreement between the City of Lubbock and Lubbock Entertainment and Performing Arts Association to provide land located at 1302 Mac Davis Lane, for the public purpose of construction and operation of a Performing Arts Center. Said Commitment Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on July 23, 2013, 2013.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Acting City Manager

APPROVED AS TO FORM:

Linda L. Chamales
Economic Development Attorney

Lc: Cityatt/Linda/Res-Commitment-Performing Arts
July 17, 2013

COMMITMENT AGREEMENT

This Commitment Agreement (the "Agreement") is between the CITY OF LUBBOCK, TEXAS (the "City"), A Texas Home Rule Municipal Corporation, and the LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION (LEPAA), a Texas nonprofit organization, acting by and through their respective and duly authorized officers and officials.

RECITIALS

WHEREAS, LEPAA is a nonprofit organization founded in 2013, with donations and grants from interested and caring citizens, organizations and charitable foundations of Lubbock and the region, to support it in achieving its goal of building, operating, and maintaining a state-of-the-art entertainment and performing facility to include concerts, ballet programs, symphony performances, Broadway shows, lecture series, cultural exhibits, and educational materials; and

WHEREAS, LEPAA desires to build a permanent facility for a new Performing Arts Center on City-owned property located at 1302 Mac Davis Lane, Lubbock, Texas, across from the Civic Center consisting of approximately 5 acres which is bounded by the Marsha Sharp Freeway on the North, Avenue L on the East, and Mac Davis Lane on the South; and

WHEREAS, the LEPAA has already raised more than twenty million dollars ($20,000,000) in pledges, is committed to raise all the money necessary to begin building the Performing Arts Center on or before December 31, 2017, and intends to continue raising money for operating and maintaining the Performing Arts Center once completed;

WHEREAS, the City Council finds that a Performing Arts Center would serve a public purpose by promoting performing arts as a vital part of the quality of life for the citizens of Lubbock, promoting the tourism industry in the City, and furthering Goal 6 in the category of Recreation, Parks, Entertainment and Cultural Affairs, as established in "Goals for Lubbock – A Vision Into the 21st Century," and

WHEREAS, Texas Local Government Code Section 253.011 allows a municipality to transfer real property to a non-profit organization for such a public purpose, and the City desires to transfer the property located at 1302 Mac Davis Lane to LEPAA for a Performing Arts Center;

NOW THEREFORE, the Parties agree as follows:

ARTICLE I
RECITALS AND EXHIBITS PART OF AGREEMENT

The representations, covenants, and findings, and recitations set forth in the foregoing recitals are material to this Agreement and are hereby incorporated into and made a part of his Agreement as though they were fully set forth in this Article I. Exhibits "A" "B," "C," and "D," attached hereto are incorporated into this Agreement as if fully set forth herein.

ARTICLE II
REPRESENTATIONS AND WARRANTIES OF
LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION

2.1 LEPAA warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011.

2.2 LEPAA warrants and represents that LEPAA has full lawful right, power and authority to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing have been or will be duly and validly authorized and approved by all necessary actions of LEPAA. Concurrently with the Chairman's execution of this Agreement, LEPAA has delivered to the City copies of the resolutions or other corporate actions authorizing the execution of this Agreement and evidencing the authority of the persons signing this Agreement on behalf of LEPAA to do so. Accordingly, this Agreement constitutes the legal, valid, and binding obligation of LEPAA, and is enforceable in accordance with its terms and provisions.

2.3 LEPAA warrants and represents that if transferred, it will use the real property that is the subject of this Agreement, solely for the public purpose of construction and operation of an Entertainment and Performing Arts venue. LEPAA understands that if at any time the property is not used for that purpose, ownership of the property will automatically revert to the City.

ARTICLE III
RESPONSIBILITIES OF LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION

3.1 Prior to transfer of the property, LEPAA shall have at least forty-five million dollars ($45,000,000.00) in written commitments for building of the Performing Arts Center.

3.2 The LEPAA Board agrees to continue to raise money for construction of the Performing Arts Center. If construction has not begun and if LEPAA is unable to provide assurances satisfactory to the City that its financial condition is strong enough to provide an income stream for construction of the Performing Arts Center by December 31, 2017, this Agreement will terminate.

3.3 LEPAA agrees that its financial documents, including commitment agreements, shall be open for inspection at reasonable times upon request by the City Manager or his/her designee.

3.4 LEPAA agrees that prior to transfer of the real property, a survey will be conducted of the mutually agreed upon parcel to be transferred, that LEPAA will pay for the survey, and that the survey shall be incorporated in this document as Exhibit "C."

3.5 At the time the real property is transferred, the LEPAA agrees to negotiate a shared parking agreement with the City substantially in the form of the Shared Parking Agreement attached as Exhibit "D."

ARTICLE IV
RESPONSIBILITIES OF THE CITY

4.1 The City agrees to hold the real property described in the attached Exhibit "A" until December 31, 2017.

4.2 City agrees that prior to transfer of the real property, a survey will be conducted of the mutually agreed upon parcel to be transferred and the survey shall be incorporated in this document as Exhibit "C."

4.3 If the Conditions Precedent to Performance, described in Article III and Article V, have been met prior to December 31, 2017, City agrees to transfer to LEPAA by recorded Deed Without Warranty, substantially in the form attached hereto as Exhibit "B", the real property located at 1302 Mac Davis Lane, being approximately 5 acres in size, and further described in the attached Exhibit "A."

4.4 City agrees to expend up to three hundred thousand dollars ($300,000.00) to deliver the site described in Exhibit "A" free of all above ground buildings, parking lots, towers, and with city utilities extended to the property line in order to provide a "shovel ready" development lot to LEPAA within 90 days of notification to the City, in writing, that LEPAA has meet all their responsibilities described in Article III. Any additional funding necessary to provide a "shovel ready" development lot will be the responsibility of LEPAA.

4.5 It is understood between the parties that the Texas Department of Public Safety (DPS) has leased the property from the City and that the term of the lease ends within sixty days of DPS occupying Lubbock Regional DPS Facility. DPS is contractually bound to cause the 12,000 gallon gasoline underground storage tank north of the fueling canopy and the 4,000 gallon diesel underground storage tank west of the fueling canopy to be permanently removed at the end of the lease, in accordance with the requirements of the Texas Commission on Environmental Quality, other state and federal regulations, and within a reasonable time after the DPS vacates the Premises. The State retains responsible party status and liability for cleanup of contamination associated with any activities and facilities associated with State operations on this property.

4.6 City agrees to pay for a Title policy and all closing fees upon transfer of the real property that is the subject of this Agreement.

4.7 At the time the real property is transferred, the City agrees to negotiate a shared parking agreement with LEPAA substantially in the form of the Shared Parking Agreement attached as Exhibit "D."

4.8 If requested by LEPAA at the time the real property is transferred, the City agrees to support closing Mac Davis Lane between Avenue O and Avenue L, subject to approval by the appropriate City Departments.

ARTICLE V
CONDITIONS PRECEDENT TO PERFORMANCE

5.1 City shall not be obligated to perform under this Agreement unless, within the designated time periods, LEPAA has performed, furnished, or caused to be furnished to the City all items required to be performed or furnished under other sections of this Agreement, including those Responsibilities of Lubbock Entertainment and Performing Arts Association listed in Article III.

5.2 City is not obligated to perform under this Agreement unless all representations, warranties, covenants and agreements of LEPAA contained in this Agreement are true and correct, as of the Closing date, except where specific reference is made to another date.

5.3 Notwithstanding anything contained in this Agreement to the contrary, City may, at City Council's option, elect to waive any of the conditions precedent to the performance of LEPAA's obligations under this Agreement by giving LEPAA, at any time prior to Closing, a written waiver specifying the waived condition precedent.

5.4 If any of the conditions precedent to the performance of City's obligations under this Agreement have not been satisfied within the designated time periods or waived by the City, the City may, by giving written notice to CBF, terminate this Agreement. On City's termination, City and LEPAA shall have no further obligations under this Agreement, one to the other.

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

ARTICLE VI
MISCELLANEOUS

6.1 All notices, demands, requests, and other communications required hereunder shall be in writing, and shall be deemed to be delivered, upon the earlier to occur of (a) actual receipt, and (b) deposit of, in a regularly maintained receptacle for the United States Mail, postage prepaid, addressed as follows:

CITY:
City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457
(806) 775-2016
Fax (806) 775-3307

LEPAA:
Tim Collins, Chairman
Lubbock Entertainment & Performing
Arts Association
1500 Broadway, Suite 1254
Lubbock, Texas 79401
(806) 773-5650

6.2 This Agreement is being executed and delivered and is to be performed in the State of Texas, the laws of Texas governing the validity, construction, enforcement and interpretation of this Agreement. This Agreement is performable in, and the exclusive venue for any action brought with respect hereto, shall lie in Lubbock County, Texas.

6.3 This Agreement embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, related to the real property, and may be amended or supplemented only in writing executed by the party against whom enforcement is sought.

EXECUTED and effective as of the date of the execution by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION

By: _____
Tim Collins, Chairman
Lubbock Entertainment and
Performing Arts Association,

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

Exhibit "A"

The surface only of Lot Two (2), Block One (1) Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the plat and dedication deed for Memorial Center Addition recorded in Volume 1349, pages 521 through 525 of the Deed Records of Lubbock County, Texas.

EXHIBIT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

STATE OF TEXAS §

COUNTY OF LUBBOCK § KNOW ALL MEN BY THESE PRESENTS

That the CITY OF LUBBOCK, a Municipal Corporation of Lubbock, County, Texas (hereinafter called "Grantor"), by virtue of the authority set forth in

DATE:

GRANTOR: City of Lubbock, Texas

DRAFT

GRANTOR'S MAILING ADDRESS

P.O. Box 2000
Lubbock, TX 79457

GRANTEE: Lubbock Entertainment & Performing Arts Association

GRANTEE'S MAILING ADDRESS

1500 Broadway, Suite 1254
Lubbock, Texas 79401

CONSIDERATION:

Grantor and Grantee expressly stipulate that Grantee shall utilize the Property solely in a manner that promotes a public purpose of the Grantor. Grantor and Grantee stipulate that the consideration of public purpose use by Grantee is the sole consideration to be received by

Grantor for the conveyance of the Property by Grantor and that such consideration is sufficient in all respects.

PROPERTY (INCLUDING ANY IMPROVEMENTS):

> The surface only of Lot Two (2), Block One (1) Memorial Center Addition to the City of Lubbock County, Texas, according to the plat and dedication deed for Memorial Center Addition recorded in Volume 1349, pages 521 through 525 of the Deed Records of Lubbock County, Texas.

The Property is conveyed to Grantee, and Grantee's successors and assigns under the authority of Texas Local Government Code Section 253.011, for so long as the Property is used to promote a public purpose of the Grantor. If the Property ceases to be so used, all rights, title, and interest conveyed by this instrument shall automatically revert to and vest in Grantor, and Grantor's successors and assigns, without the necessity of any further act on the part of or on behalf of the Grantor, it being the intent of Grantor to convey a fee simple determinable estate to the Grantee. For the purposes hereof, "public purpose" of the Grantor shall mean an entertainment and performing arts venue.

DRAFT

REPRESENTATIONS AND WARRANTIES OF GRANTEE:

Grantee warrants and represents that it is a non-profit organization, as that term is defined in the Texas Local Government Code Section 253.011(a).

Grantee represents and warrants to Grantor that it has made an independent inspection and evaluation of the Property and the title to same and acknowledges that Grantor has made no statements or representations concerning the present or future value of the Property, the state of title of the Property, the condition, including the environmental condition of the Property, or the anticipated income, costs, or profits, if any, to be derived from the Property.

FURTHER, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESSED, STATUTORY, OR IMPLIED, INCLUDING, BUT WITHOUT LIMITATION, AS TO THE DESCRIPTION, TITLE, INCLUDING WITHOUT LIMITATION, THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE VALUE, QUALITY, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, MERCHANTABILITY OR FITNESS FOR PURPOSE OF ANY OF THE PROPERTY. Grantee further acknowledges that, in accepting this Deed Without Warranty, it has relied solely upon its independent evaluation and examination of the Property, and public records relating to the Property and the independent estimates, computations, evaluations and studies based thereon. Grantor makes no warranty or representation as to the accuracy, completeness or usefulness of any information furnished to Grantee, if any, whether furnished by Grantor or any other third party. Grantor, its officers, employees, elected officials, independent contractors, and agents assume no liability for the accuracy, completeness or usefulness of any material furnished by Grantor, or any of its officers, employees, elected officials, independent contractors and/or agents, if any, and/or any other person or party. Reliance on any material so furnished shall not give rise to any cause, claim or action against Grantor, its officers, employees, elected officials, independent contractors and/or agents, and any such reliance shall be at Grantee's sole risk.

THE CONVEYANCE OF THE PROPERTY SHALL BE ON A "WHERE IS", "AS IS", AND "WITH ALL FAULTS" BASIS, AND SHALL BE WITHOUT REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESSED, STATUTORY OR IMPLIED, INCLUDING,

BUT WITHOUT LIMITATION, AS TO TITLE, INCLUDING, BUT NOT LIMITED TO THE EXISTENCE OF LIENS AGAINST THE PROPERTY, THE DESCRIPTION, PHYSICAL AND ENVIRONMENTAL CONDITION OF THE PROPERTY AND/OR MATERIALS CONTAINED OR LOCATED IN, ON OR UNDER THE PROPERTY AND/OR IMPROVEMENTS LOCATED THEREON, THE NATURE OF THE PAST OR HISTORIC USE OF THE PROPERTY, QUALITY, VALUE, FITNESS FOR PURPOSE, MERCHANTABILITY OR OTHERWISE. Grantee has satisfied itself as to the title, type, condition, quality and extent of the property and property interests that comprise the Property it is receiving pursuant to this Deed Without Warranty.

Grantor, for the consideration and subject to the reservations and exceptions to conveyance, grants, sells, and conveys to Grantee the Property, to have and to hold it to Grantee and Grantee's successors and assigns forever, without warranty, express or implied, statutory or otherwise, and all warranties that might arise by common law and the warranties created by Section 5.023 of the Texas Property Code (and all amendments and successors thereto) are expressly excluded.

EXECUTED THIS _____ DAY OF _____, 20_.

GRANTOR:
CITY OF LUBBOCK

DRAFT

_____
MAYOR

ATTEST:

_____
City Secretary

APPROVED AS TO CONTENT:

_____

APPROVED AS TO FORM:



_____

State of Texas §

County of Lubbock §

This instrument was acknowledged before me on this ____ day of _____, 20_ by _____ as Mayor of the City of Lubbock.

_____
Notary Public, State of Texas
My commission expires: _____

GRANTEE:

By: _____
Name: _____
Title: _____

EXHIBIT "C"

SURVEY

EXHIBIT "D"

DRAFT

SHARED PARKING LEASE AGREEMENT

This Shared Parking Lease Agreement is between the CITY OF LUBBOCK, a Texas Home Rule Municipality, (hereinafter called LESSOR) and the Lubbock Entertainment and Performing Arts Association, a Texas Nonprofit organization, (hereinafter called LESSEE).

I.

Subject to the terms and provisions herein, LESSOR hereby leases unto LESSEE for a term of ____( ) years beginning _____, and ending _____, subject to earlier termination as provided in this Lease Agreement, _____( ) parking spaces on the following described tract of land (the "Leased Premises"):

(property description Civic Center parking lot)

II.

LESSEE shall pay the sum of _____($) per month by check or money order to the CITY OF LUBBOCK, P.O. Box 2000, Lubbock, Texas 79457, Attention: Property Manager, payable to LESSOR in advance of the first day of each month with the first payment being due contemporaneously with the execution of this lease.

III.

Rent unpaid after the due date (the first day of each month) is delinquent and will constitute a default by LESSEE. If all rent is not paid by the fifth (%) day of the month, LESSEE shall pay the lesser of (i) an initial late charge of $25.00 plus a late fee of $1.00 per day thereafter until all delinquent rent and late charges are paid in full; or (ii) the maximum charge for delinquent payment of rent, allowed by applicable state, federal or local statute, regulation, rule order or ordinance. Daily late charges shall not exceed $25.00 for any single month's rent.

IV.

The Leased Premises shall be used for the purpose of a parking lot for vehicles as an additional use to the Performing Arts Center operated by LESSEE. LESSEE will restrict the use of the Leased Premises for this purpose, and will not use, or permit the use of, the Leased Premises for any other purpose without first obtaining the consent of LESSOR in writing.

V.

LESSEE will not commit, or allow to be committed, any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or use or allow the Leased Premises to be used for any unlawful purpose.

VI.

LESSOR represents that the Leased Premises are in fit condition for the use as described in Paragraph IV. LESSEE agrees to accept the Leased Premises on possession as being in good state of repair and suitable for such use and purposes. LESSEE agrees to surrender the Leased Premises to LESSOR at the end of the lease term, in the same condition as when LESSEE took possession, allowing for reasonable use and wear.

VII.

Partial destruction of the Leased Premises shall not terminate this Lease, nor shall it render this lease void or voidable, except as provided in this Lease. Nevertheless, LESSEE may terminate this lease upon five (5) days written notice in the event of partial destruction.

VIII.

TO THE EXTENT ALLOWED BY LAW, LESSEE HEREBY HOLDS LESSOR HARMLESS, AND INDEMNIFIEDS LESSOR, FROM AND AGAINST ANY AND ALL PAYMENTS, EXPENSES, COSTS, REASONABLE ATTORNEY'S FEES, AND ALL CLAIMS, LIABILITIES, LOSSES OR DAMAGE, INCLUDING WITHOUT LIMITATION, PAYMENTS, EXPENSES, COSTS, REASONABLE ATTORNEY'S FEES, CLAIMS, LIABILITIES, LOSSES OR DAMAGES TO PROPERTY OR INJURIES TO PERSONS, OF ANY KIND OR TYPE, CAUSED WHOLLY OR IN PART BY, RESULTING FROM ANY ACT OR OMISSIONS BY LESSEE OR LESSEE'S CUSTOMERS, GUESTS, LICENSEES, AND/OR INVITEES, UNDER THE TERMS HEREOF OR FOR ANY CAUSE WHATSOEVER ARISING OUT OF, RELATED TO OR BY REASON OF THE USE OR OCCUPATION OF THE LEASED PREMISES BY LESSEE OR LESSEE'S CUSTOMERS, GUESTS, LICENSEES OR INVITEES.

Further, LESSEE shall procure and carry throughout the term of this Lease, insurance as specified I Exhibit "A", hereto or shall provide written documentation satisfactory to LESSOR that LESSEE is self insured.

IX.

No improvements of any kind or type are to be placed on Leased Premises by LESSEE and if they are, they shall be removed immediately at the expense of LESSEE.

X.

If LESSEE fails to comply with any conditions and covenants of this Lease, LESSOR may perform these conditions and covenants, at the cost and expense of LESSEE, and the cost of the expense will be added to the next installment of rent and shall be payable by LESSEE as such.

XI.

To the extent allowed by law, all goods and personal property of any kind in or on Leased Premises will be the sole responsibility of LESSEE, and in no event will LESSOR be liable for any loss or damage to these goods or property for any reason whatsoever.

XII.

This Lease cannot be assigned in whole or in part by LESSEE except upon the express written permission of LESSOR, such consent to be at the sole discretion of LESSOR.

XIII.

This Lease may be cancelled and terminated by LESSOR for non-payment of rent or failure of LESSEE to keep and perform any of its agreement herein (a "Default"). In the event of a Default, LESSOR shall give notice of the default by providing ten (10) days written notice to LESSEE delivered or mailed to the last known address of LESSEE at 1500 Broadway, Suite 1254, Lubbock, Texas 79401, describing said Default. If the default is continuing at the end of the ten- day period, LESSOR may cancel and terminate the Lease.

XIV.

Should the use by the City of the Leased Premises become necessary for other City purposes, at LESSOR's discretion, LESSOR may terminate this Lease upon thirty (30) days' written notice to LESSEE. Any prepaid rent will be pro-rated to LESSEE at the time of such termination.

XV.

Parking on the Leased Premises by LESSEE shall be allowed between the hours of ____ and _____, _____ through _____. Except as expressly authorized herein, LESSEE shall have no rights or privileges to utilize the Leased Premises.

XVI.

If there is a need for LESSOR to utilize all or part of the Leased Premises during the term hereof, LESSOR shall give written notice to LESSEE as soon as LESSOR is aware of the problem, but no later than seven (7) days in advance of the time or times of the City's need to use the Leased Premises, or applicable portion thereof. LESSOR and LESSEE shall meet and attempt to resolve the issue amicably so that both parties are accommodated. If an accommodation cannot be reached, LESSEE shall not occupy the Leased Premises, or the applicable portion thereof for the period of time in the notice.

XVII.

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

EXECUTED on _____, 20__.

CITY OF LUBBOCK

_____
MAYOR

ATTEST:

_____
City Secretary

APPROVED AS TO CONTENT

_____

APPROVED AS TO FORM:

_____
City Attorney

LUBBOCK ENTERTAINMENT & PERFORMING ARTS ASSOC.

_____
Chairman

DRAFT

Regular City Council Meeting **7. 1.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 1147-D, a request of MUDco., Inc., for Scott Stephens, for a zoning change from M-1 to M-2 on 20.5 acres of unplatted land out of Block A, Section 77, 201 Harvard Street, and consider an ordinance.

Item Summary

General comments:
The request of the proponent is for a zone change from M-1 to M-2 for a concrete batch plant. A recent zone change from M-1 to M-2 specific use was approved for an asphalt manufacturing plant adjacent to this lot on the east. The request for an M-2 zoning for the concrete batch plant is in harmony with the recent development of the area.

Adjacent land uses:
N: M-1 (steel yard)
S: M-2 (Purina factory)
E: M-2 Specific Use for an Asphalt Manufacturing Plant
W: M-1 (non-conforming residential and a scrap yard)

Comprehensive Land Use Plan (CLUP):
The CLUP outlines the property and surrounding area for industrial uses. The request of a change from M-1 to M-2 is in keeping with the comprehensive plan ideas and the adjacent development and uses.

Zoning Policy:
The request is in a relatively undeveloped area which is set aside for industrial uses. There are a few older single family homes; however they are also zoned industrial. There are two existing asphalt manufacturing plants located to the east of this property. The request to change to a slightly heavier industrial use will not cause negative effects on the area.

Effect on the adjacent street and thoroughfare system:
There should not be a major effect on the thoroughfare system. The property is located near a rail line and just east of the interstate in an industrial area.

Recommendations:
On May 1, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1147-D

Zone Case 1147-D

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. 1147-D;** A ZONING CHANGE FROM **M-1** TO **M-2** ZONING DISTRICT ON **20.5 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 77,** 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. 1147-D

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 **M-1** to **M-2** zoning district on **20.5 acres of unplatted land out of Block A, Section 77**, City of Lubbock, Lubbock County, Texas, located at **201 Harvard Street.**

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

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

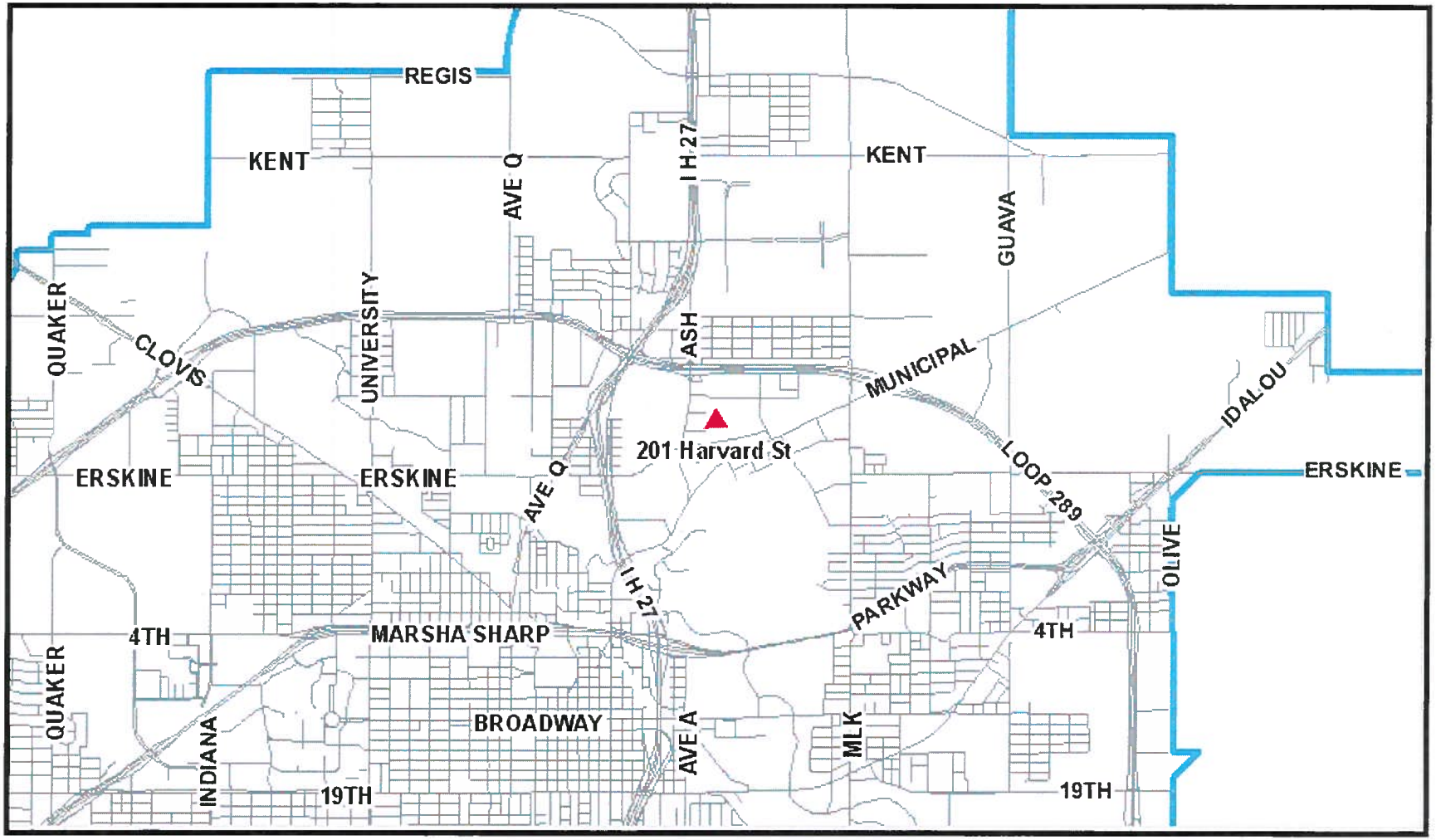
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

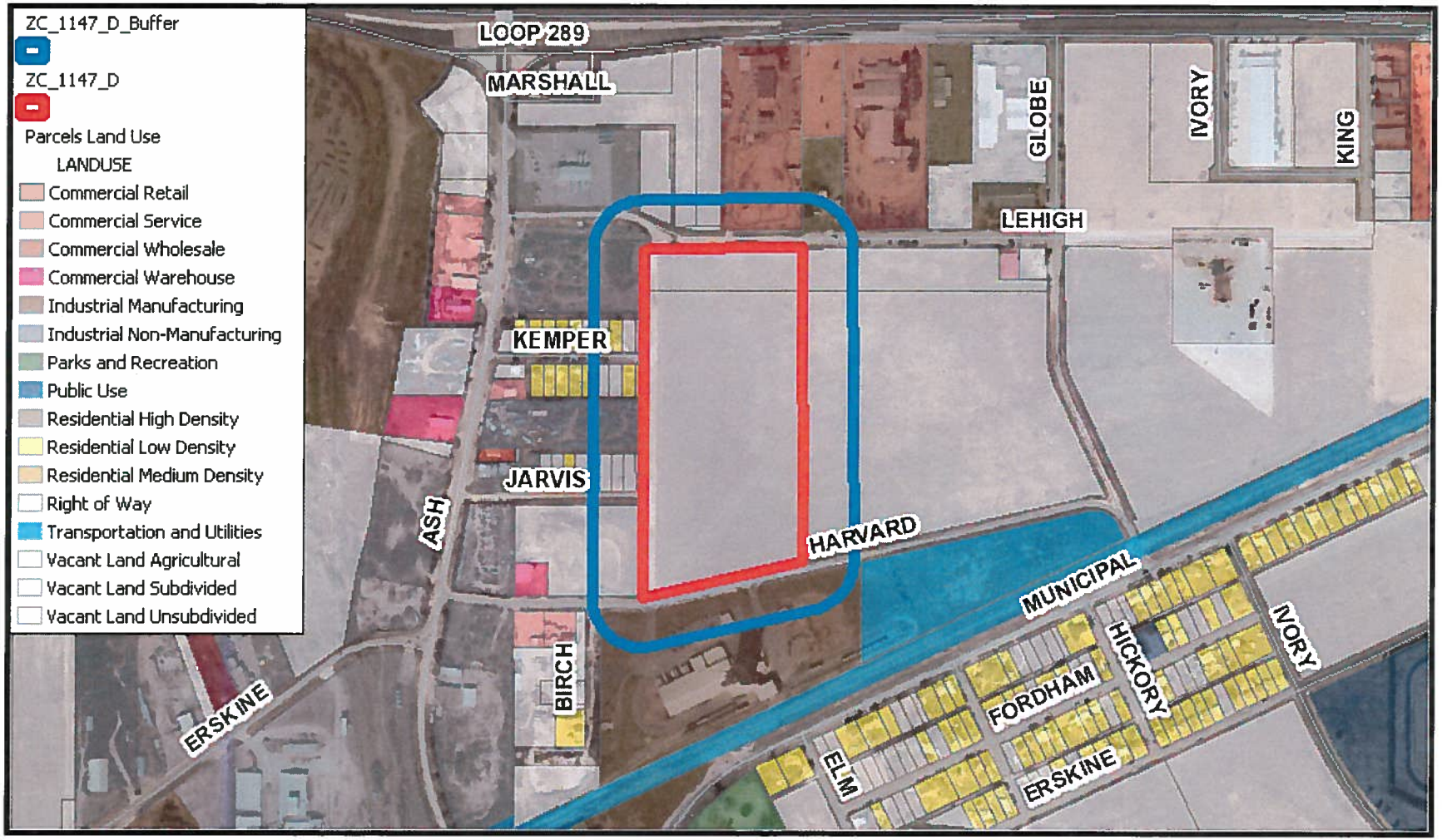
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC1147-D
May 1, 2014

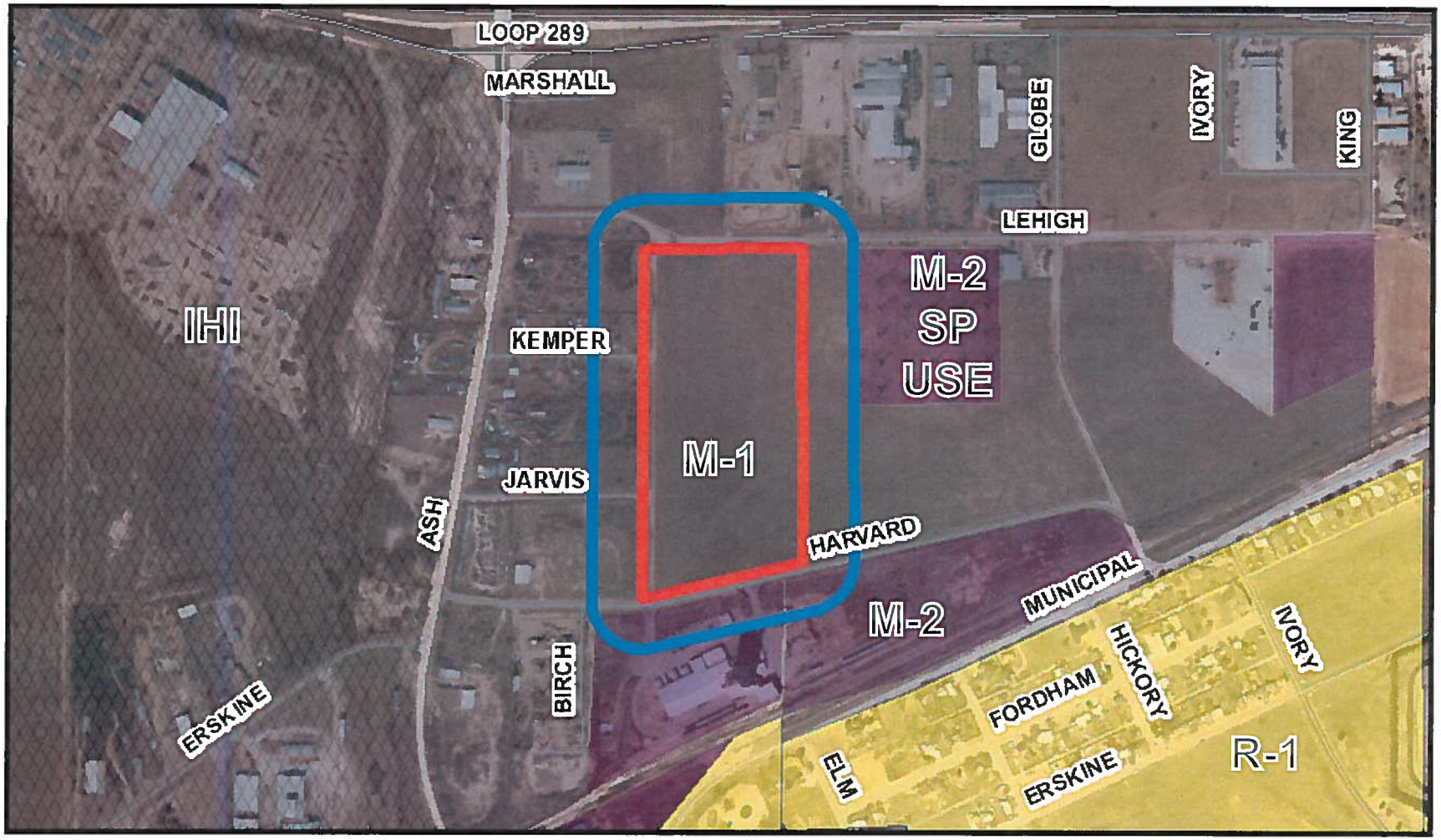


P.Z.C. Case 1147-D



P.Z.C. Case 1147-D

Request of MUDco., Inc. (for Scott Stephens) for a zoning change from M-1 to M-2, 201 Harvard Street



P.Z.C. Case 1147-D Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) MUDCo., Inc.
PO Box 1453
Street/Post Office Box
Wolfforth TX 79382
City State Zip
(806) 781-9500 Kristi
Telephone

For Scott Stephens & Kristi Egenbacher
Street/Post Office Box
City State Zip
(806) 777-4375 SCOTT
Telephone

Location or Address: E. Harvard Street & 202 E Lehigh St.

Legal Description:* Approx 20 Acres out of BLK A SEC 77 AB 179 TR C7F: 42.61 & BLK A SEC 77 AB 179 TR C7 ACS; 6.9-

Existing Land Use: **Existing Zoning:**

Acreage or Square Footage of Property: 20.5 Acres

Zoning Requested: M2

Proposed Development: Concrete Batch Plant

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

Applicant's Signature

4/7/14
Date

Filing Fee: $532
($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.**

Pd. # 620093

For City Use Only

M+B Map 3

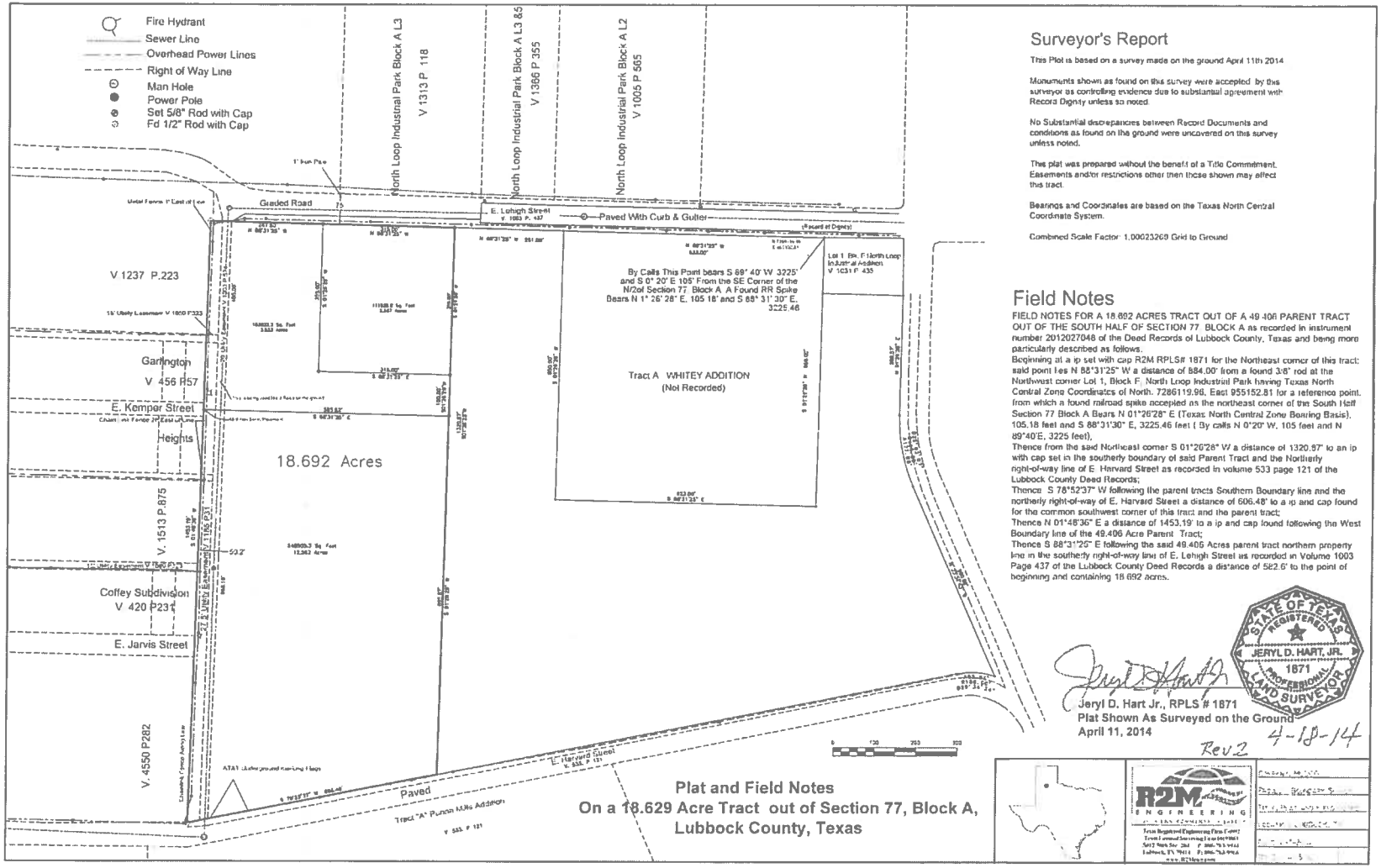
Zone Case No.: 1147-D **Agenda No.:**

Request for zoning change from: M-1 **To:** M-2

20.5 acres of unplatted land out of Block A, Section 77

on Lot(s): **Block(s):**

Subdivision: **Address:** 201 Harvard St



Surveyor's Report

This Plat is based on a survey made on the ground April 11th 2014

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Dignity unless so noted.

No Substantial discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment. Easements and/or restrictions other then those shown may affect this tract.

Bearings and Coordinates are based on the Texas North Central Coordinate System.

Combined Scale Factor: 1.00023269 Grid to Ground

Field Notes

FIELD NOTES FOR A 18.692 ACRES TRACT OUT OF A 49.406 PARENT TRACT OUT OF THE SOUTH HALF OF SECTION 77, BLOCK A as recorded in instrument number 2012027048 of the Deed Records of Lubbock County, Texas and being more particularly described as follows.

Beginning at a ip set with cap R2M RPLS# 1871 for the Northeast corner of this tract; said point lies N 88°31'25" W a distance of 884.00' from a found 3/8" rod at the Northwest corner Lot 1, Block F, North Loop Industrial Park having Texas North Central Zone Coordinates of North: 7286119.98, East 955152.81 for a reference point, from which a found railroad spike accepted as the northeast corner of the South Half Section 77 Block A Bears N 01°26'28" E (Texas North Central Zone Bearing Basis), 105.18 feet and S 88°31'30" E, 3225.46 feet (By calls N 0°20' W, 105 feet and N 89°40'E, 3225 feet),

Thence from the said Northeast corner S 01°26'28" W a distance of 1320.87' to an ip with cap set in the southerly boundary of said Parent Tract and the Northerly right-of-way line of E. Harvard Street as recorded in volume 533 page 121 of the Lubbock County Deed Records;

Thence S 78°52'37" W following the parent tracts Southern Boundary line and the northerly right-of-way of E. Harvard Street a distance of 606.48' to a ip and cap found for the common southwest corner of this tract and the parent tract;

Thence N 01°48'36" E a distance of 1453.19' to a ip and cap found following the West Boundary line of the 49.406 Acre Parent Tract;

Thence S 88°31'25" E following the said 49.406 Acres parent tract northern property line in the southerly right-of-way line of E. Lehigh Street as recorded in Volume 1003 Page 437 of the Lubbock County Deed Records a distance of 562.6' to the point of beginning and containing 18.692 acres.

STATE OF TEXAS REGISTERED JERYL D. HART, JR. 1871 PROFESSIONAL LAND SURVEYOR

Jeryl D. Hart Jr., RPLS # 1871
Plat Shown As Surveyed on the Ground
April 11, 2014

Rev 2 4-18-14

R2M ENGINEERING

Regular City Council Meeting **7. 2.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 1845-K, a request of Hugo Reed and Associates, Inc., for Jobil Realty Partnership, Ltd., for a zoning change from C-2 and C-4 to C-3 on a 2.5 acre tract of land, being a portion of Tracts A and B, Gordon Heights Addition, 4819 Utica Avenue and 4644 50th Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone a property for a car wash near 50th Street and Utica Ave. The car wash will be located behind the Stellas restaurant and will have access to both Utica and 50th Street.

Adjacent land uses:
N: Zoned single family.
S: Restaurant zoned C-2.
E: Restaurant and office building zoned C-2.
W:Site of Westmont Christian Church.

Comprehensive Land Use Plan (CLUP):
50th Street was originally developed as strip commercial before the current CLUP policies were in place. The request is consistent with the CLUP as it is already zoned commercial.

Zoning Policy:
50th Street is a mixed of C-2 and C-3 zoning. The existing building and commercial zoning does not have any buffer district between the commercial businesses and the single family neighborhood to the north.

Effect on the adjacent street and thoroughfare system:
There may be some increase in traffic on 50th Street at this intersection due to the carwash use, primarily because the property has been vacant for some time. However it should not be a significant increase to the already busy 50th Street due to the largely strip commercial development in the area.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. Tied to the proposed site plan including building size and location.
2. The screening fence shall be waived along Utica Avenue.
3. Limited to one curb cut on Utica Avenue.
4. A six-foot wood or masonry screening fence is required on the north property line adjacent to the R-1 Single Family zoned area.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1845-K

Zone Case 1845-K

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1845-K;** A ZONING CHANGE FROM **C-2 AND C-4** TO **C-3** ZONING DISTRICT ON A **2.5 ACRE TRACT OF LAND, BEING A PORTION OF TRACTS A AND B, GORDON 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 compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1845-K

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-2 and C-4** to **C-3** zoning district on **a 2.5 acres tract of land, being a portion of Tracts A and B, Gordon Heights Addition,** City of Lubbock, Lubbock County, Texas located at **4819 Utica Avenue and 4644 59th Street,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the property use be tied to the proposed site plan including building size and location.**

2. **THAT the screening fence shall be waived along Utica Avenue.**

3. **THAT the property be limited to one curb cut on Utica Avenue.**

4. **THAT a 6' wood or masonry screening fence is required on the north property line adjacent to the R-1 Single Family zoned area.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

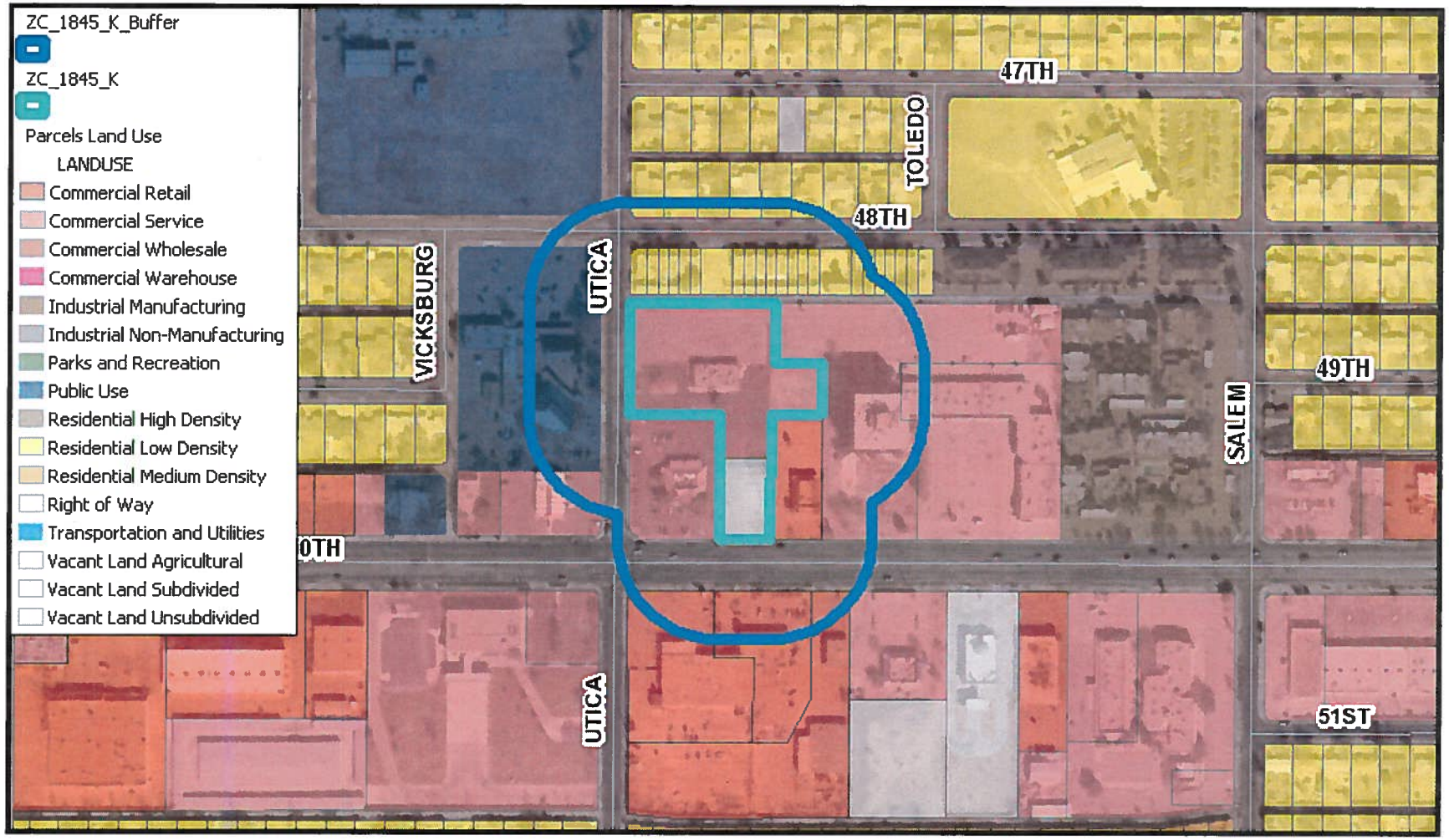
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC1845-K
May 1, 2014

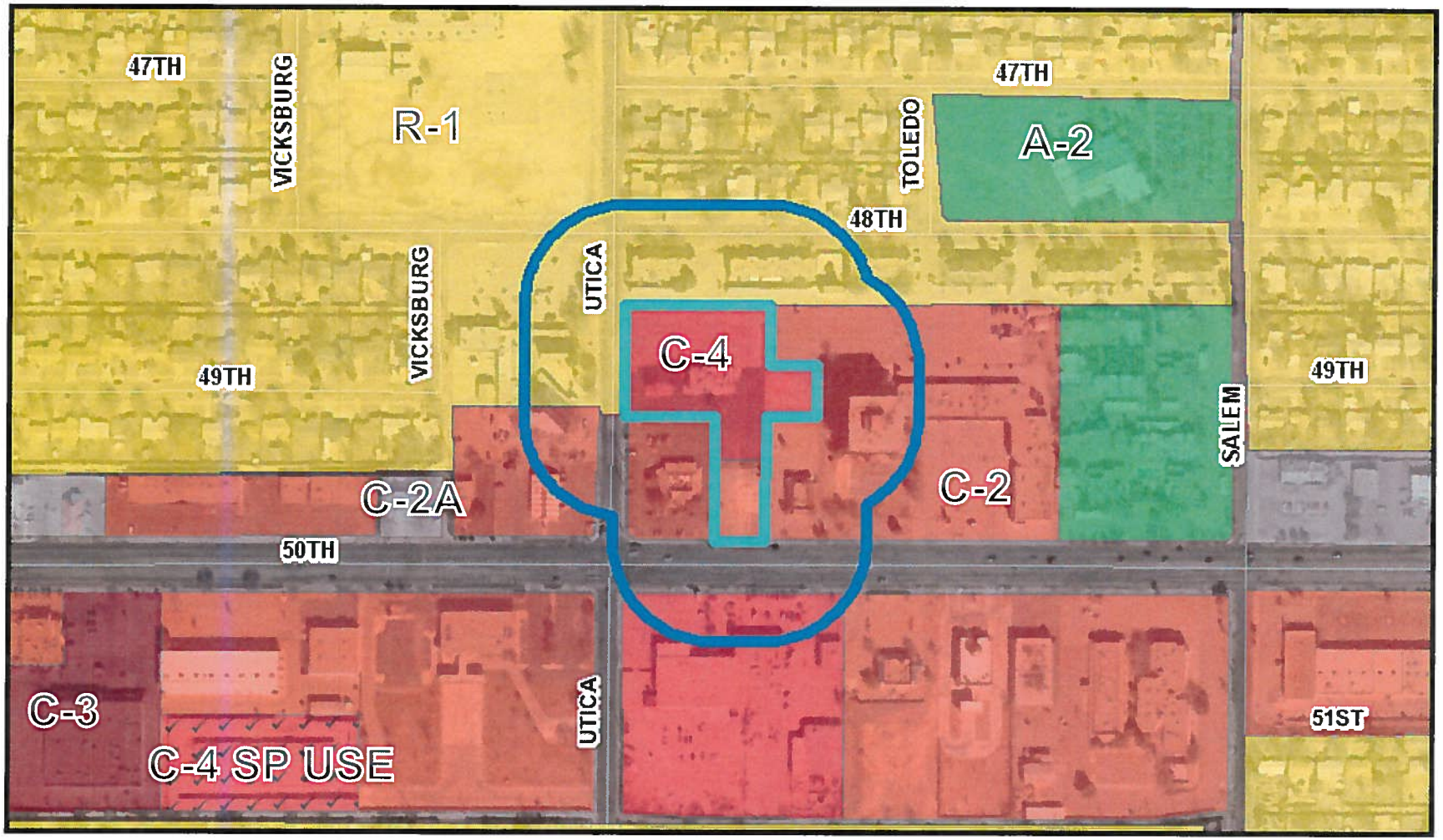


P.Z.C. Case 1845-K



P.Z.C. Case 1845-K

Request of Hugo Reed and Associates, Inc. (for Jobil Realty Partnership, Ltd.) for a zoning change from C-2 and C-4 to C-3, 4819 Utica Avenue and 4644 50th Street



P.Z.C. Case 1845-K Zoning

APPLICATION FOR ZONE CHANGE

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

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

For
Jobil Realty Partnership, Ltd.
4646 50th Street
Street/Post Office Box
Lubbock, Texas 79414
City State Zip
(806) 785-9299 (Billy Rizzo)
Telephone

Location or Address: 50th and Utica Avenue

Legal Description:* See metes and bounds description attached

Existing Land Use: Semi-occupied

Existing Zoning: C-2 and C-4 with cond.

Acreage or Square Footage of Property: 2.5 acres

Zoning Requested: C-3

Proposed Development: Car Wash

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

Terry Holeman
Applicant's Signature

April 8, 2014
Date

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

Filing Fee: $481 Jobil #1089
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

Receipt 18062 Ck # 1089 **For City Use Only** M + B Map 7

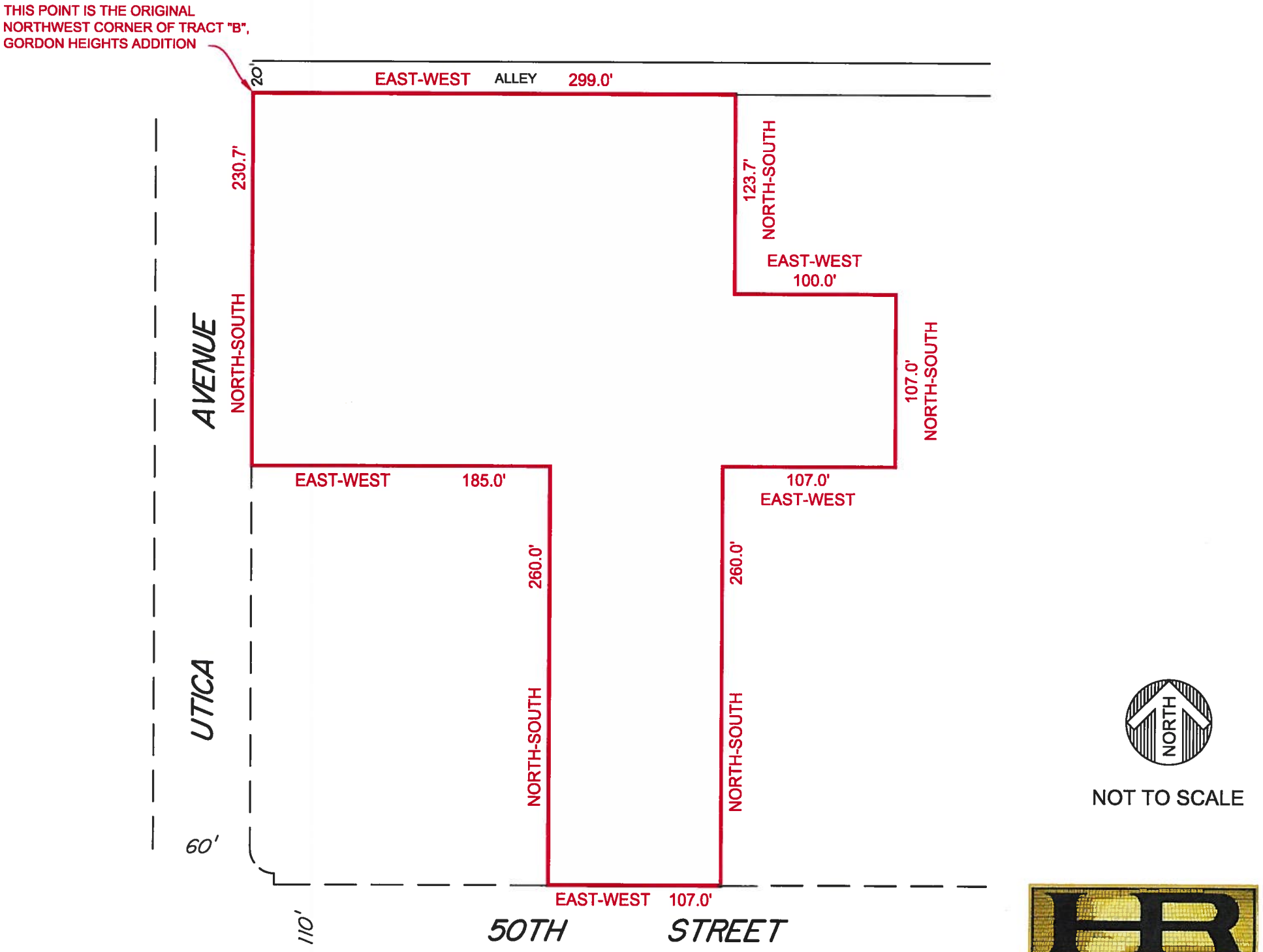
Zone Case No.: 1845-K **Agenda No.:** _____

Request for zoning change from: C-2, C-4 **To:** C-3

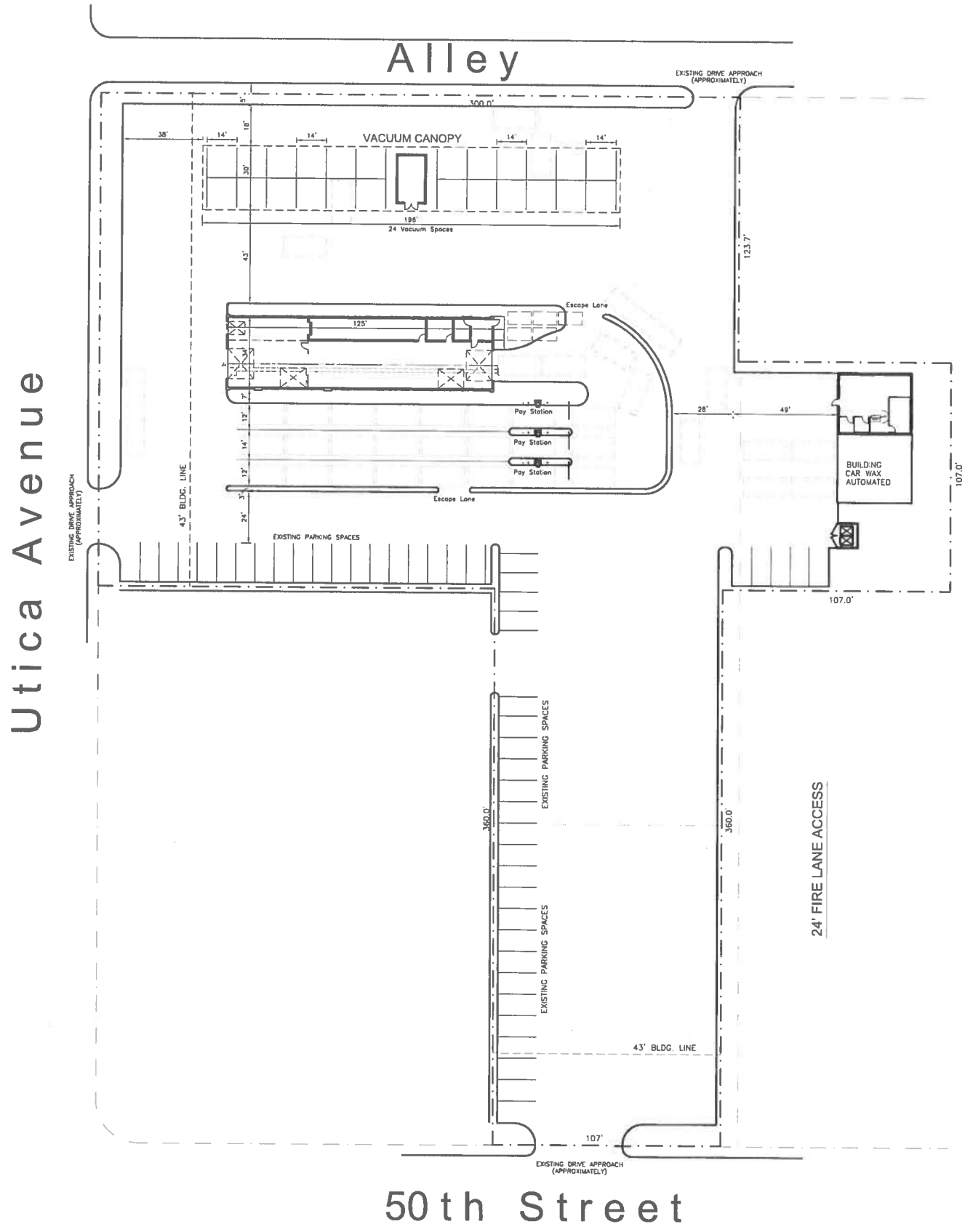
2.5 acres of land out of ~~(Block 8 Section 16, to include portions of~~ Tracts A & B Gordon Heights Addition ?

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

Subdivision: _____ **Address:** 4819 Utica Ave and 4644 50th St


THIS POINT IS THE ORIGINAL
NORTHWEST CORNER OF TRACT "B",
GORDON HEIGHTS ADDITION
20'
EAST-WEST ALLEY 299.0'
230.7'
NORTH-SOUTH
123.7'
NORTH-SOUTH
EAST-WEST
100.0'
107.0'
NORTH-SOUTH
AVENUE
EAST-WEST 185.0'
107.0'
EAST-WEST
260.0'
NORTH-SOUTH
260.0'
NORTH-SOUTH
UTICA
60'
EAST-WEST 107.0'
110'
50TH STREET
NORTH
NOT TO SCALE
HR
HUGO REED
AND ASSOCIATES, INC.

17



01 CONCEPT 2

Scale: 1"=30'-0"

Regular City Council Meeting **7. 3.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 2009-A, a request of Kathy Payton, for JDP Legacy, LLC, for a zoning change from IHC to IHI on 11.6 acres of unplatted land out of Block E, Section 5, 115 South Loop 289, and consider an ordinance.

Item Summary

General comments:
The request of the proponent is a zone change from IHC (Interstate Highway Commercial) to IHI (Interstate Highway Industrial) and to waive the solid screening fence in lieu of a chain link fence.

Adjacent land uses:
N: IHC (vacant land)
S: R-1 (single family homes)
E: M-1 (Lonestar milk transporter)
W: T (playa lake)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area outline as interstate commercial. Due to the design guidelines to IHI, the separation from I-27, and the transition towards the industrial portion of the Southeast loop at this location, although the request is a minor change to the CLUP, the change is appropriate and fits the intent of the plan and the location of this proposed zoning.

Zoning Policy:
The purpose of the Interstate Highway districts is to provide for planned, quality developments within the interstate corridor so that persons entering the City along the corridor have a good first impression, and to maintain a quality appearance which will stabilize or increase real property values.

When proposed development in this district is adjacent to any residentially zoned district, on either side or to the rear, even if separated by a street or alley, a six-foot solid screening fence is required.

This screening fence is intended to protect, buffer, or screen the commercial/industrial uses from any adjacent residential property. In some cases this screening fence can causes more of a detriment than any positive impact. In relatively underdeveloped areas these fences often provide hiding places or barriers for illicit activities. In this case, staff is recommending that the screening fence be waived for any use involving the display of vehicles for sale or rent. However, should the land be used as a stack lot for the storage of materials, the screening fence should be required, to screen the stack lot from the single family neighborhood.

Effect on the adjacent street and thoroughfare system:
None

Recommendations:

On May 1, 2014 the P&Z Commission recommended the request with a unanimous vote, with the following condition:
1. That the screening fence shall be waived for uses with the display of vehicles and trailers for sale or rent. A screening fence shall be required for any use as a stack lot or outside storage of materials which may become a public nuisance.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2009-A

Zone Case 2009-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2009-A;** A ZONING CHANGE FROM **IHC** TO **IHI** ZONING DISTRICT ON **11.6 ACRES OF UNPLATTED LAND OUT OF BLOCK E, SECTION 5,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 2009-A

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **IHI** zoning district on **11.6 acres**

of unplatted land out of Block E, Section 5, City of Lubbock, Lubbock County, Texas located at **115 South Loop 289,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the screening fence shall be waived for uses with the display of vehicles and trailers for sale or rent. A screening fence shall be required for any use as a stack lot or outside storage of materials which may become a public nuisance.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

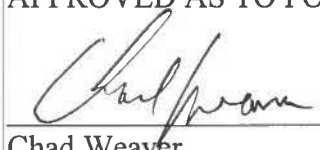
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



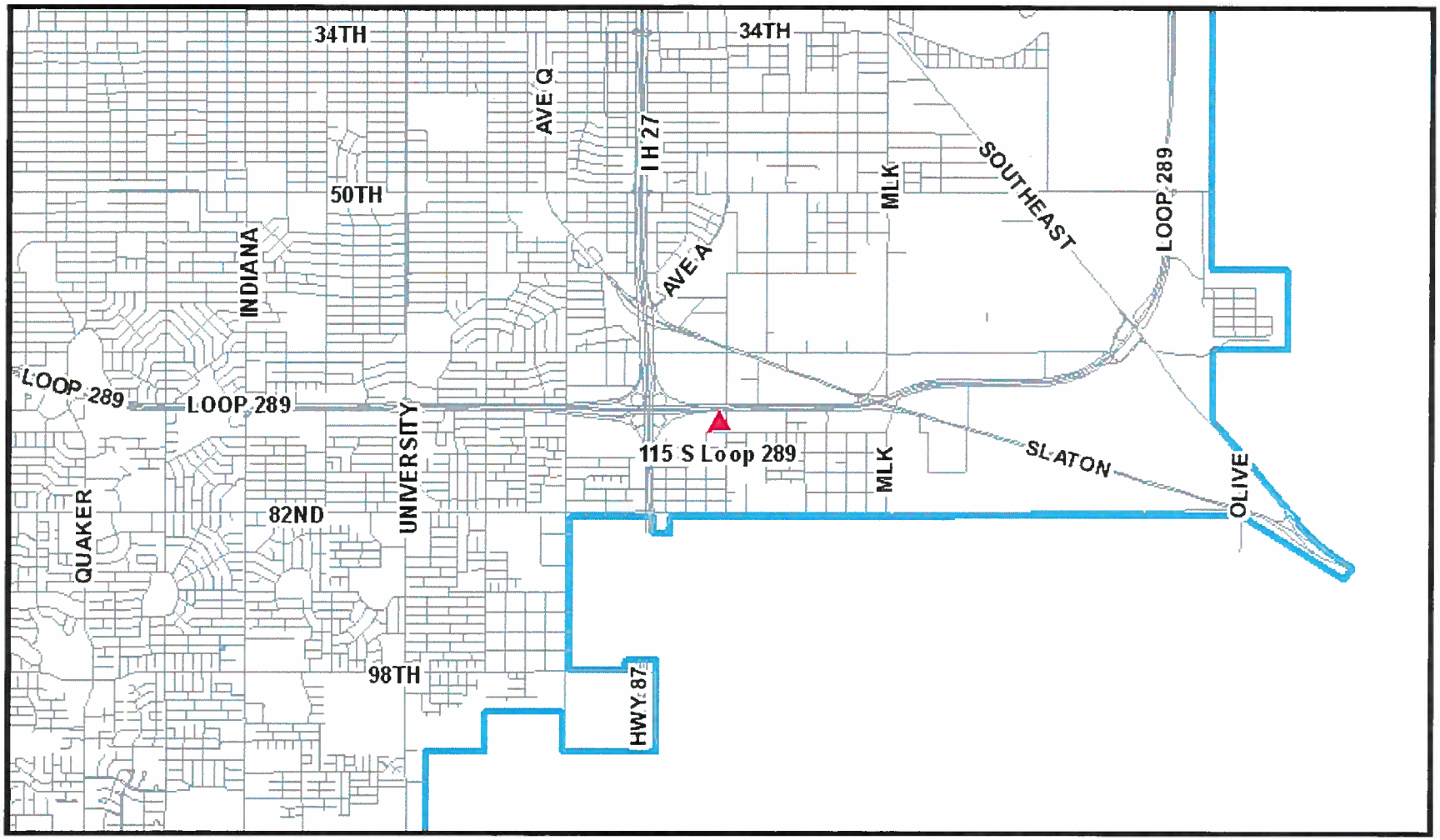
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

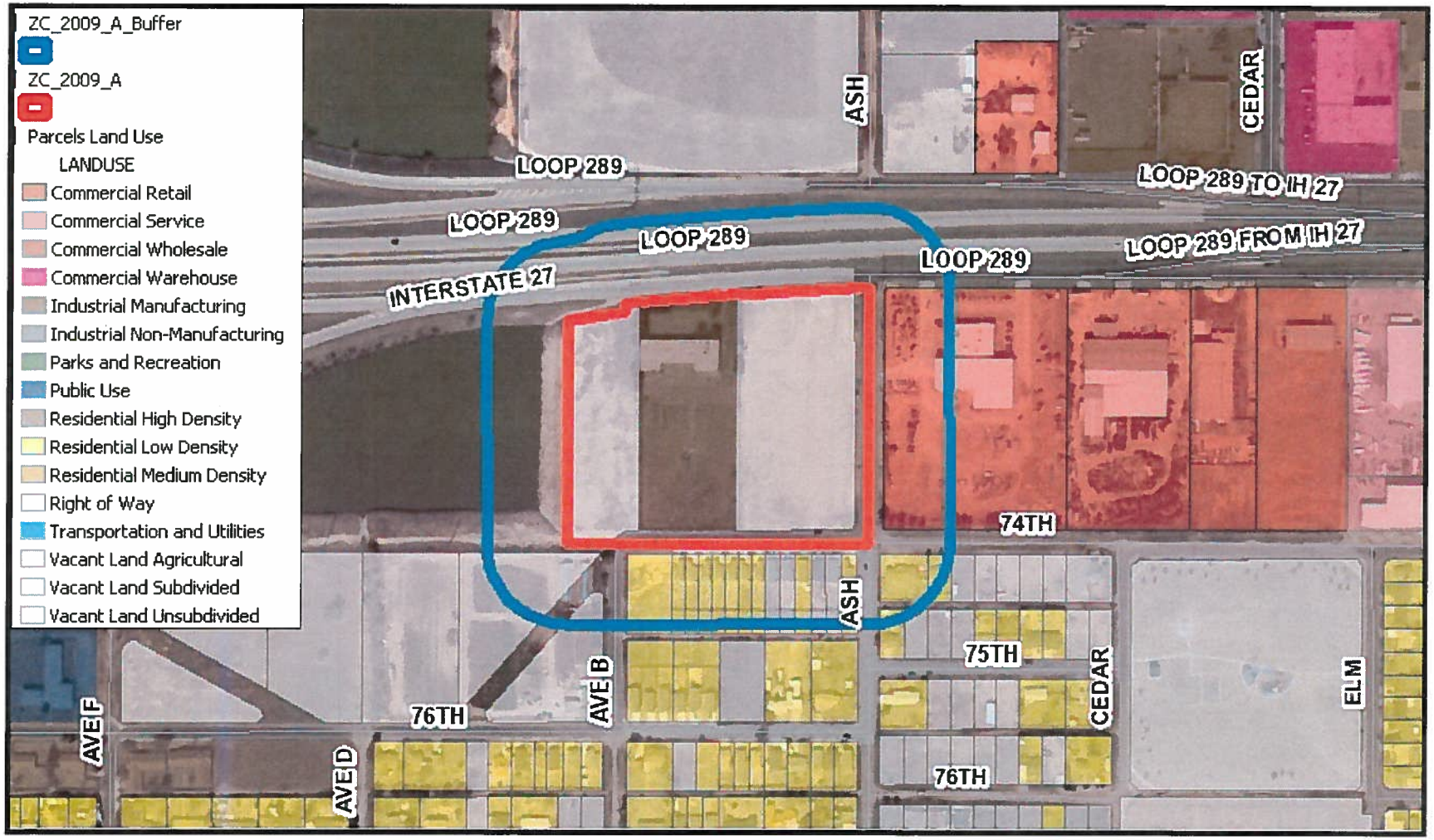


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2009-A
May 1, 2014

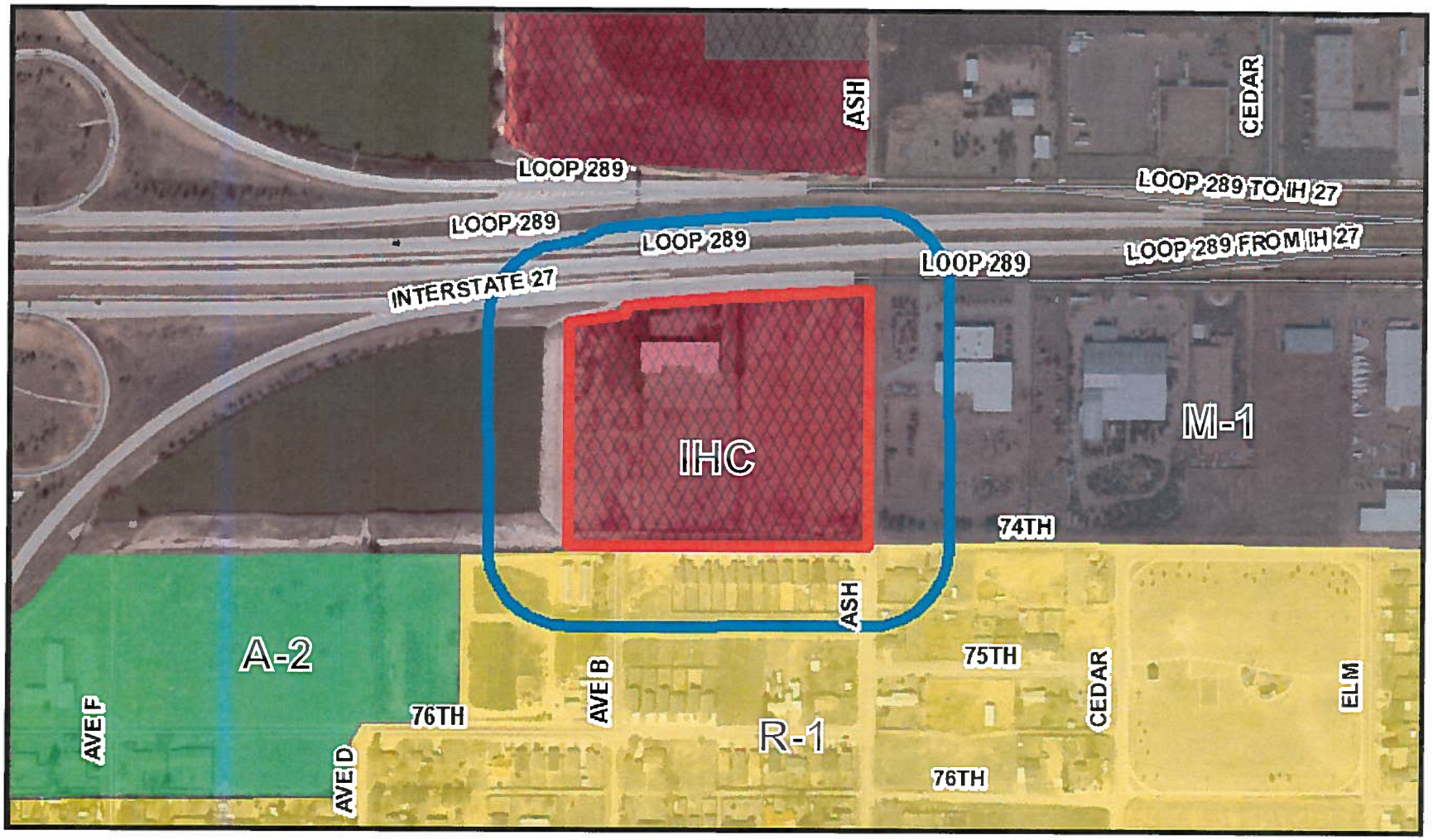


P.Z.C. Case 2009-A



P.Z.C. Case 2009-A

Request of Kathy Payton (for JDP Legacy, LLC) for a zoning change from IHC to IHI, 115 South Loop 289



P.Z.C. Case 2009-A Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Kathy Payton
5331 85th St.
Street/Post Office Box
Lubbock, TX 79424
City State Zip
(806) 781 6288
Telephone

For JDP Legacy, LLC
5331 85th St.
Street/Post Office Box
Lubbock, TX 79424
City State Zip
(806) 798 6290
Telephone

Location or Address: 115 S Loop 289 and adjoining vacant lots (1 east, 1 west)

Legal Description:* See attached.

Existing Land Use: Office, Warehouse & stack lot **Existing Zoning:** IHC

Acreage or Square Footage of Property: Approx 12,000 Office & warehouse, 10.5 ac

Zoning Requested: IHI

Proposed Development: Equipment rental, RV/Boat sales/service, rent-a-shops, mini-warehouses, logistics hub, or etc.

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

Kathy Payton
Applicant's Signature

4-7-14
Date

Filing Fee: 506.80
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

CH: 2270
REC: 18115

For City Use Only

M+R M-P 18

Zone Case No.: 2009-A **Agenda No.:** _____

Request for zoning change from: IHC **To:** IHI

11.6 Acres of unplatted land out of block E Section 5

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 115 S Loop 289

SR

METES AND BOUNDS DESCRIPTION of an approximate 11.6 acre tract of land located in Section 5, Block E, Lubbock County, Texas, being further described as follows:

BEGINNING at the Southeast corner of the Northeast Quarter of Section 5, Block E, Lubbock County, Texas, being the center point of the intersection of Ash Avenue and East 74th Street;

THENCE S. 89°57'58" W., along the centerline of East 74th Street, at approximately 676.5 feet pass a point in the West right of way of Avenue "B" and East 74th Street, and continuing for a total approximate distance of 787.6 feet to a point;

THENCE N. 00°04'11" W. an approximate distance of 585.4 feet to a point in the South right of way line of South Loop 289;

THENCE N. 80°35'24" E., along said right of way, an approximate distance 151.9 feet to a point;

THENCE N. 00°52'53" W., along said right of way, an approximate distance of 20.0 feet to a point;

THENCE N. 85°17'04" E., along said right of way, an approximate distance of 300.9 feet to a point;

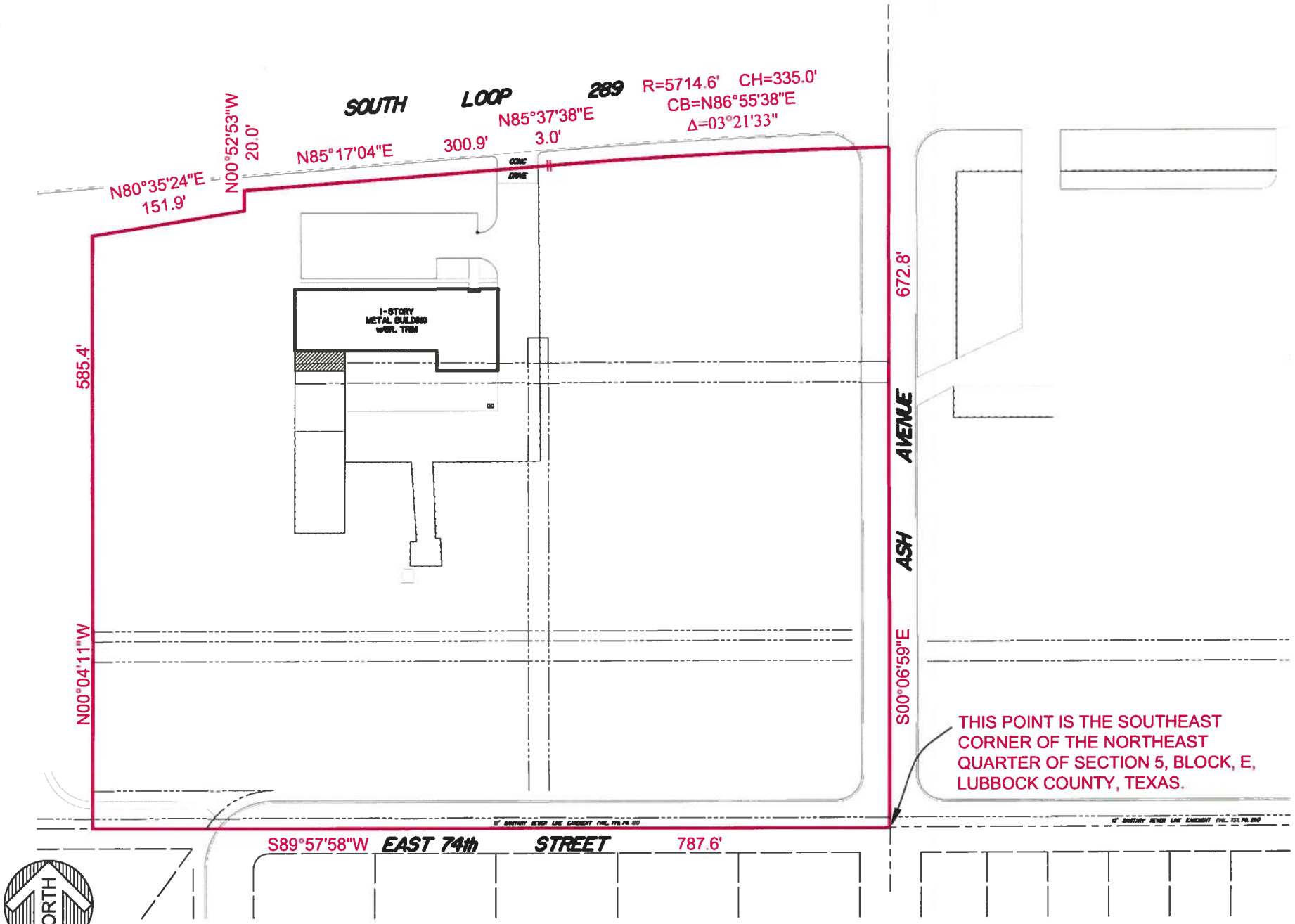
THENCE N. 85°37'38" E., along said right of way, an approximate distance of 3.0 feet to a point of intersection;

THENCE Northeasterly, along said right of way, along a curve to the right, said curve having an approximate radius of 5714.6 feet, a central angle of 03°21'33", an approximate chord distance of 335.0 feet, and a chord bearing of N. 86°55'38" E., to a point in the East line of Section 5, Block E, Lubbock County, Texas, and the Centerline of Ash Avenue;

THENCE S. 00°06'59" E., along said Section line, an approximate distance of 672.8 feet to the point of beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT AN ACTUAL SURVEY.

April 17, 2014


SOUTH LOOP 289
R=5714.6'
CH=335.0'
CB=N86°55'38"E
Δ=03°21'33"
N85°37'38"E
3.0'
N85°17'04"E
300.9'
N00°52'53"W
20.0'
N80°35'24"E
151.9'
CONC DRIVE
1-STORY METAL BUILDING w/BR. TRIM
585.4'
672.8'
ASH AVENUE
N00°04'11"W
S00°06'59"E
THIS POINT IS THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, BLOCK, E, LUBBOCK COUNTY, TEXAS.
S89°57'58"W
EAST 74th STREET
787.6'
NORTH
Not to Scale

Regular City Council Meeting **7. 4.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3047-M, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on 0.567 acres of unplatted land out of Block E-2, Section 23, east of Trafalgar Avenue and south of 114th Street, and consider an ordinance.

Item Summary

General comments:
The request is for Garden Office zoning on a few remaining single family lots of a near fully developed neighborhood. These lots are adjacent to the thoroughfare.

Adjacent land uses:
North- Zoned A-2 and AM Specific Use but consists of a community center/ tennis center and restaurant (Las Brisas).
To the west and south is Vintage Township, single family.
To the east is zoned single family but is largely a drainage easement and not buildable property.

Comprehensive Land Use Plan (CLUP):
Garden Office fits into the comprehensive plan as a buffer district. Although not usually illustrated on the map version of the CLUP, the garden office and apartment zoning districts, as buffers, are appropriate along a thoroughfare between the commercial corners, such as this request.

Zoning Policy:
As a buffer to the neighborhood and along a thoroughfare, the garden office is a suitable fit in the zoning policies. Garden Office is specifically intended to mimic single family development in style and scale. With this request in filling vacant R-1 lots is a viable request.

Effect on the adjacent street and thoroughfare system:
With the conditions recommended there should be limited impact on the thoroughfare system.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That there shall be no curb cuts along 114th Street.
2. That the screening fence on the south property line shall be waived and allow a curb cut on 115th Street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3047-M

Zone Case 3047-M

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3047-M;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **GO** ZONING DISTRICT ON **0.567 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3047-M

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **GO** zoning district

on **0.567 acres of unplatted land out of Block E-2, Section 23,** City of Lubbock, Lubbock County, Texas located at **east of Trafalgar Avenue and south of 114th Street,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT there shall be no curb cuts along 114th Street.**

2. **THAT the screening fence on the south property line shall be waived and allow a curb cut on 115th Street.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

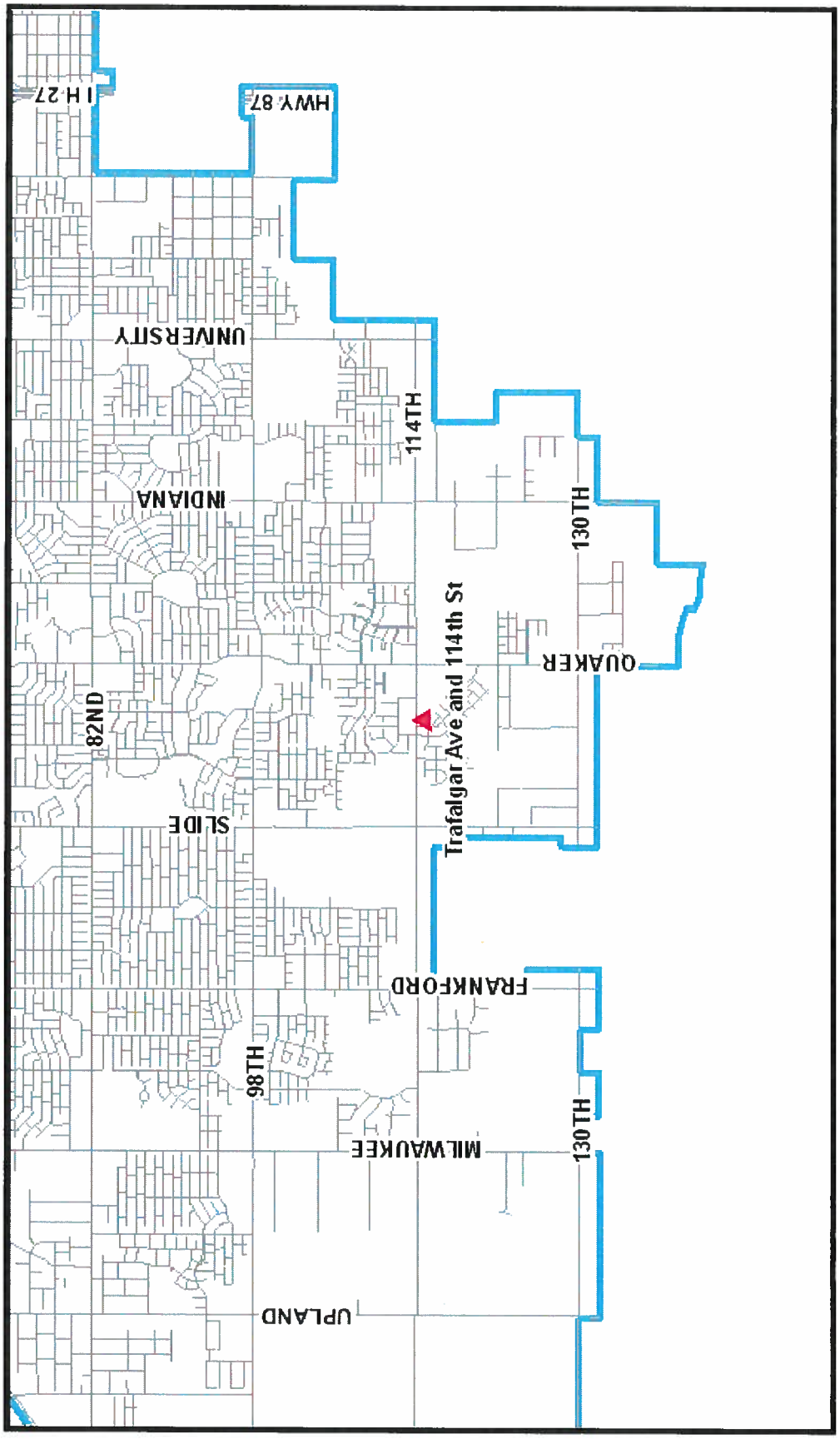
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

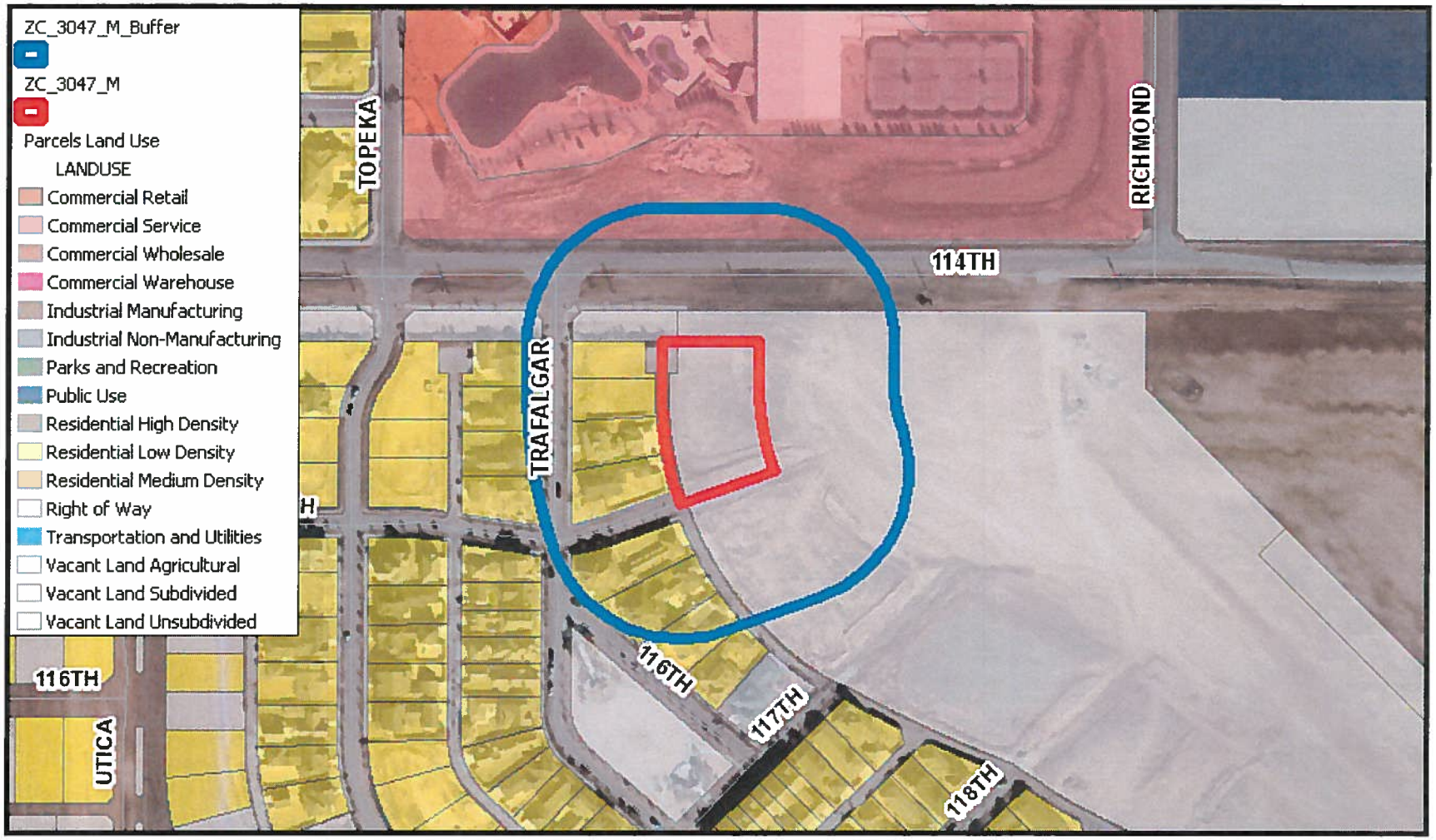
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3047-M
May 1, 2014

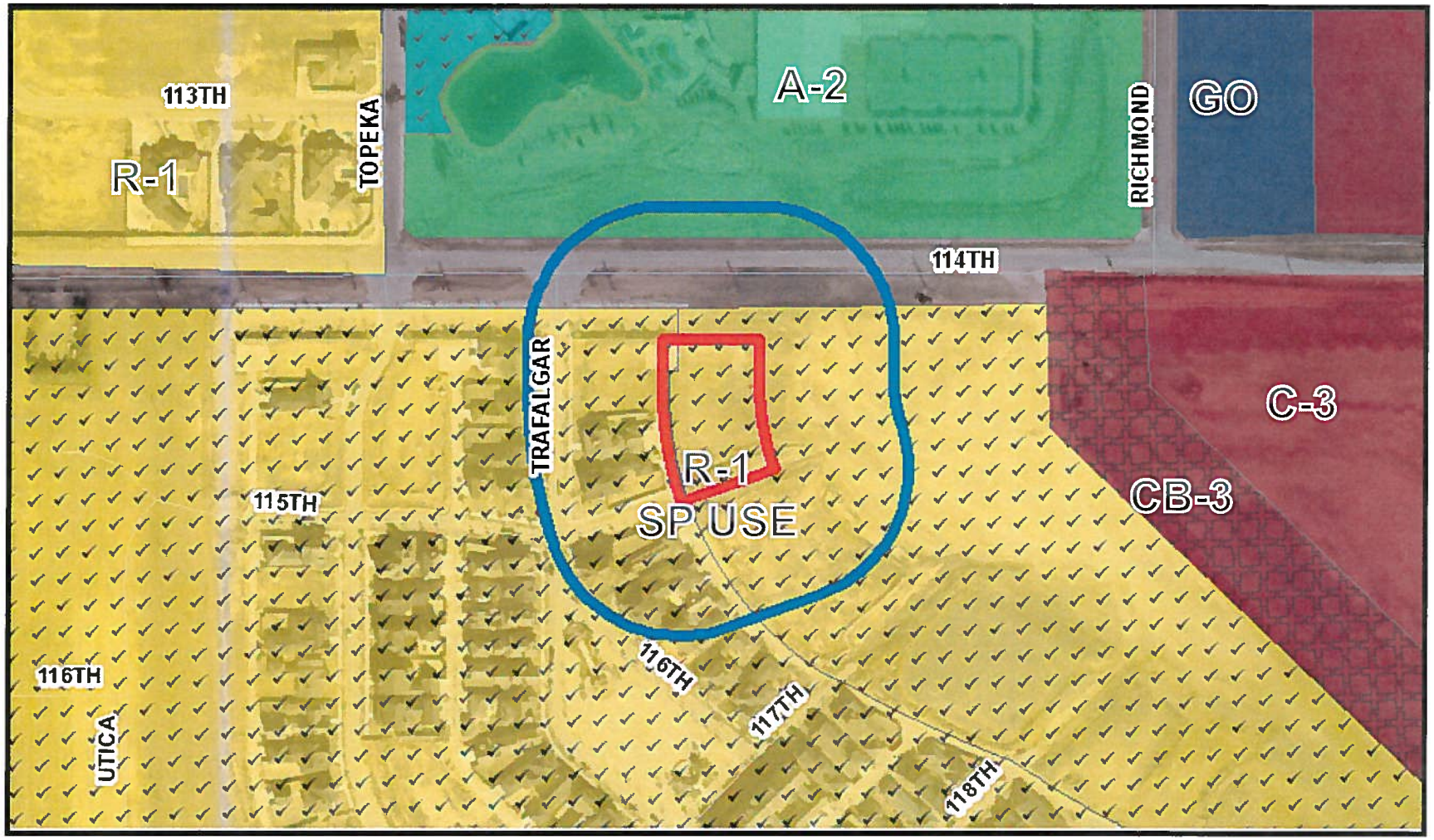


P.Z.C. Case 3047-M



P.Z.C. Case 3047-M

Request of Joshua Allen for a zoning change from R-1 Specific Use to GO, east of Trafalgar Avenue and south of 114th Street



P.Z.C. Case 3047-M Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) JOSHUA ALLEN & CRAIG ROBERSON

PO Box 54168
Street/Post Office Box

LUBBOCK TX 79453
City State Zip

(806) 549-5000
Telephone

For _____

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: _____

Legal Description:* _____

Existing Land Use: R1 **Existing Zoning:** GO

Acreage or Square Footage of Property: _____

Zoning Requested: R1 to GO for Office

Proposed Development: Office uses

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

Applicant's Signature **Date**

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

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

Rec-1800
CH-2692
2 of 2

For City Use Only

M+B Map 41

Zone Case No.: 3047-LM **Agenda No.:** _____

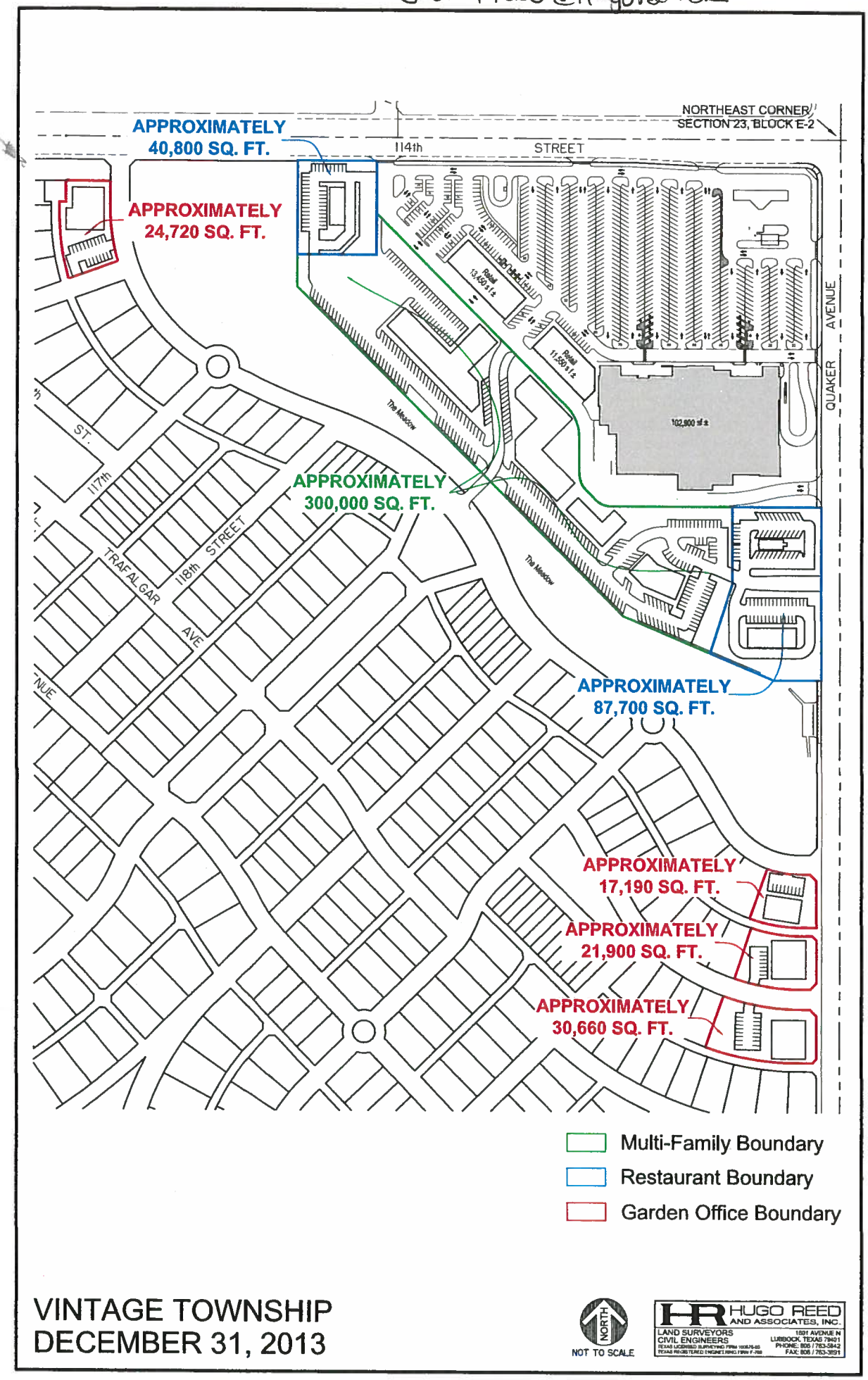
Request for zoning change from: R-1 SP use **To:** GO

0.567 acres of unplatted land out of Block E-2 Section 23

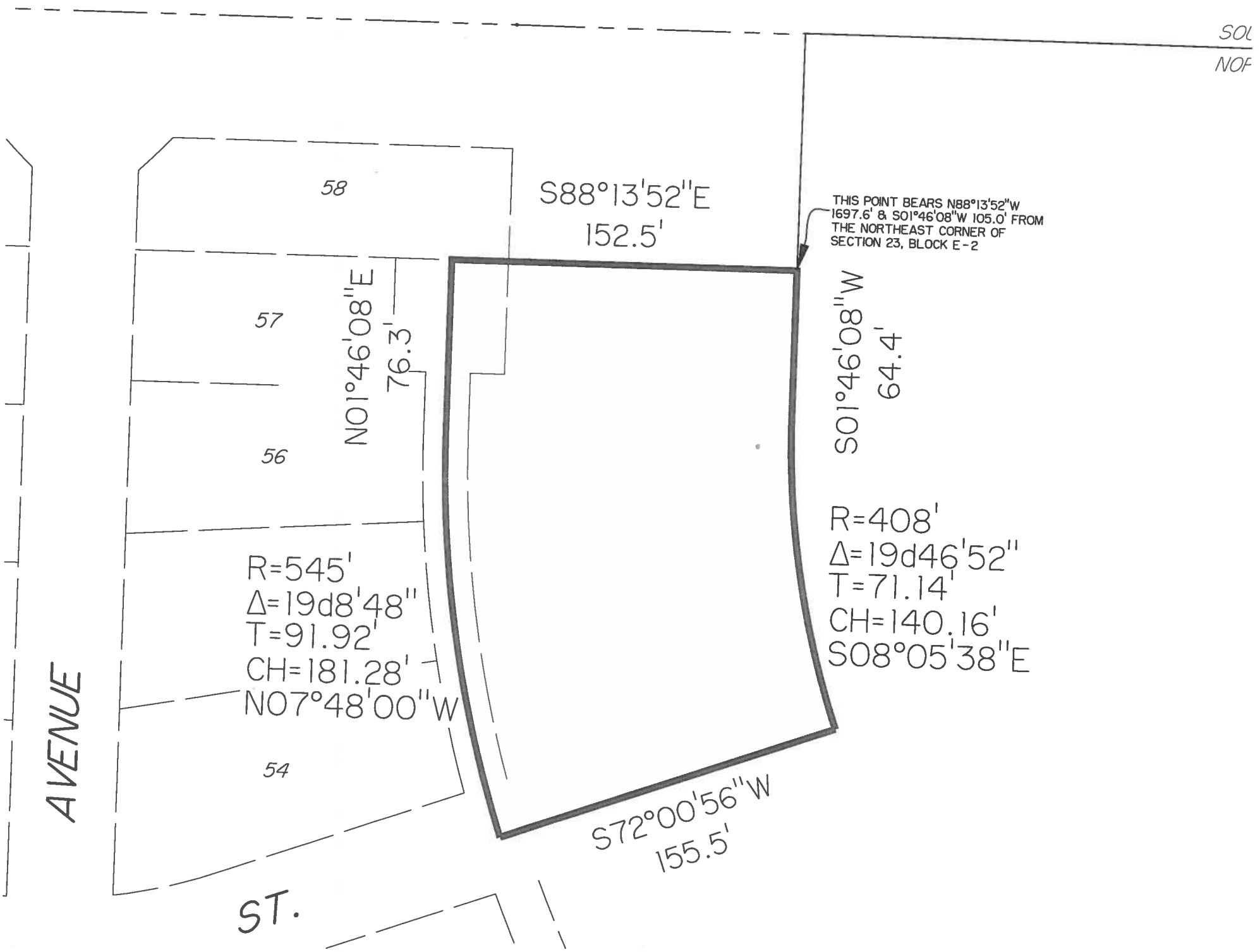
on Lot(s): _____ **Block(s):** E. of TRAFALGAR ~~W. of Quaker~~

Subdivision: _____ **Address:** ~~E of Trafalgar Ave~~ and S of 114th St

J. SHOFFORD@HUGOREED.COM



VINTAGE TOWNSHIP
DECEMBER 31, 2013


SOU
NOF
58
57
56
54
S88°13'52"E
152.5'
THIS POINT BEARS N88°13'52"W
1697.6' & S01°46'08"W 105.0' FROM
THE NORTHEAST CORNER OF
SECTION 23, BLOCK E-2
N01°46'08"E
76.3'
S01°46'08"W
64.4'
R=545'
Δ=19d8'48"
T=91.92'
CH=181.28'
N07°48'00"W
R=408'
Δ=19d46'52"
T=71.14'
CH=140.16'
S08°05'38"E
S72°00'56"W
155.5'
AVENUE
ST.

Regular City Council Meeting **7. 5.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3047-N, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on lots 252-260 Vintage Township and a portion of unplatted land out of Block E-2, Section 23, 12120-12128 Salisbury Avenue and north of the alley, and consider an ordinance.

Item Summary

General comments:
The request is for Garden Office zoning on a few remaining single family lots of a near fully developed neighborhood. These lots are adjacent to the thoroughfare.

Adjacent land uses:
To the west and south are Vintage Township and a separate townhome development, both zoned single family.
To the east is vacant land zoned Transitional.
To the north is zoned single family but is largely a drainage easement and not buildable property.

Comprehensive Land Use Plan (CLUP):
Garden Office fits into the CLUP as a buffer district. Although not usually illustrated on the map version of the CLUP, the garden office and apartment zoning districts, as buffers, are appropriate along a thoroughfare between the commercial corners, such as this request.

Zoning Policy:
As a buffer to the neighborhood and along a thoroughfare, the garden office is a suitable fit in the zoning policies. Garden Office is specifically intended to mimic single family development in style and scale. With this request in filling vacant R-1 lots is a viable request.

Effect on the adjacent street and thoroughfare system:
With the conditions recommended there should be limited impact on the thoroughfare system.

Recommendations:
On May 1, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. That there shall be no curb cuts along Quaker Avenue.
2. That a portion of the screening fence to the south property line of the south tract on Salisbury Avenue shall be waived to allow vehicular access to the alley.

Fiscal Impact

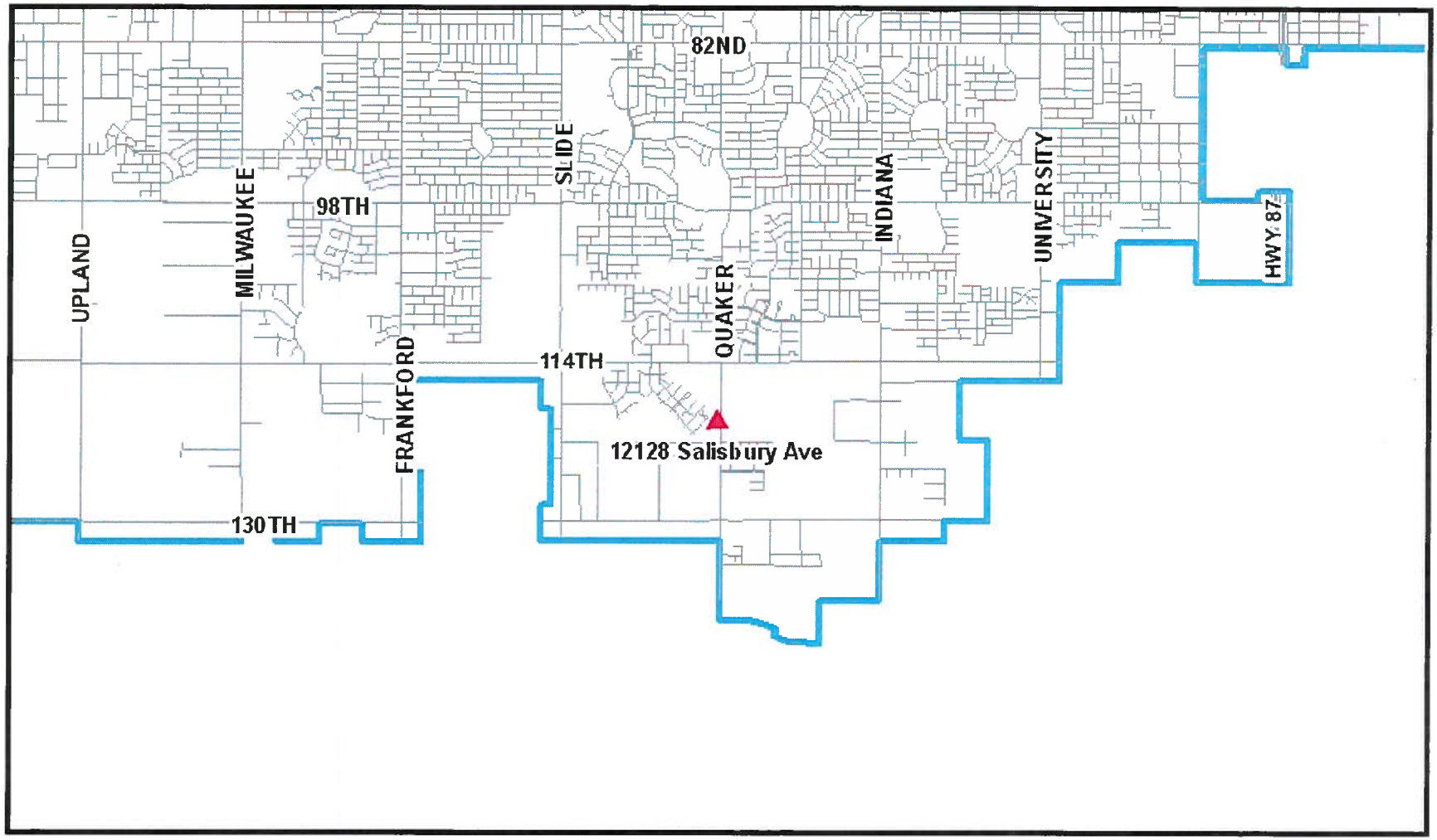
None.

Staff/Board Recommending

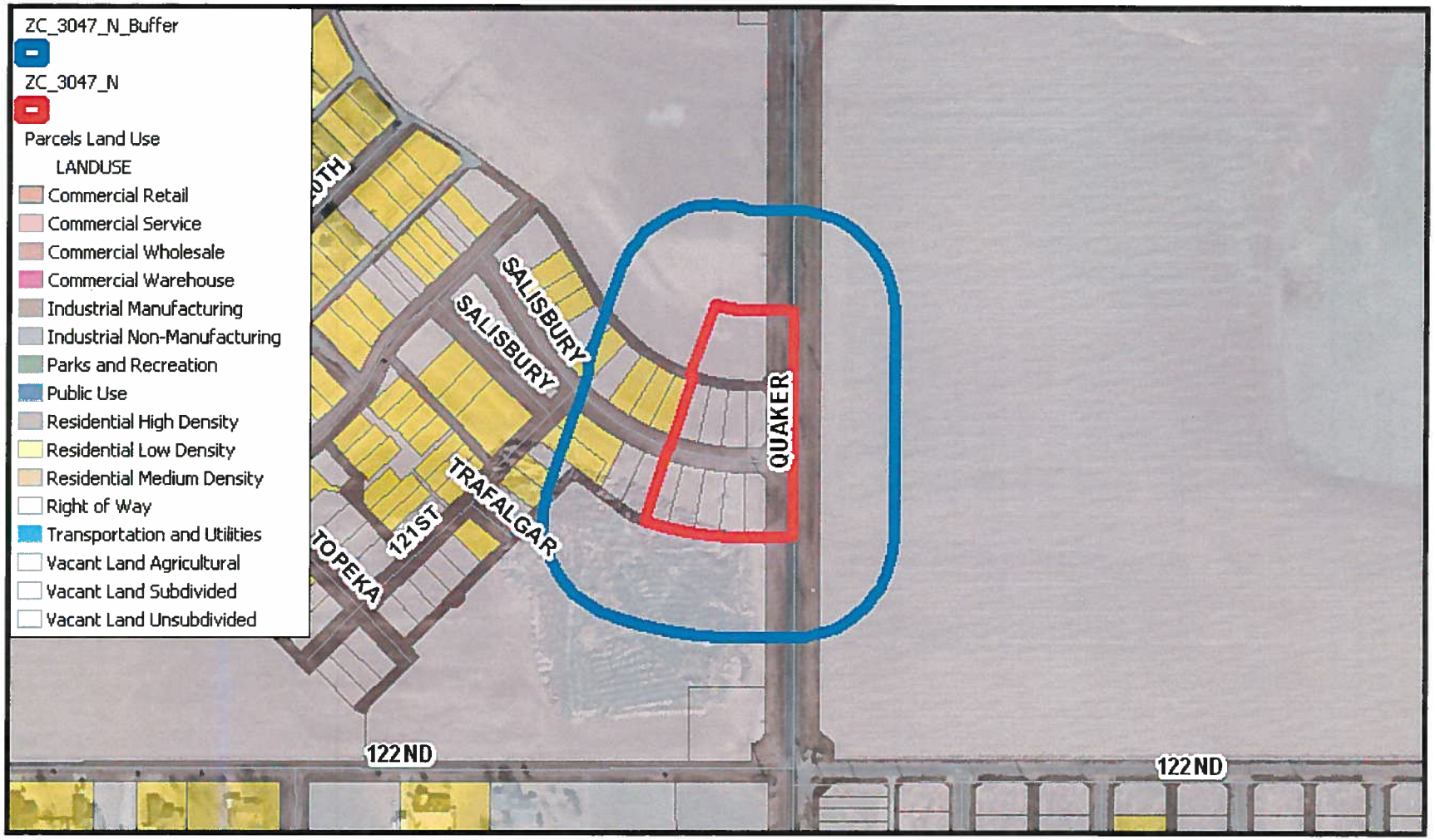
Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

PZC 3047-N
3047-N Ordinance

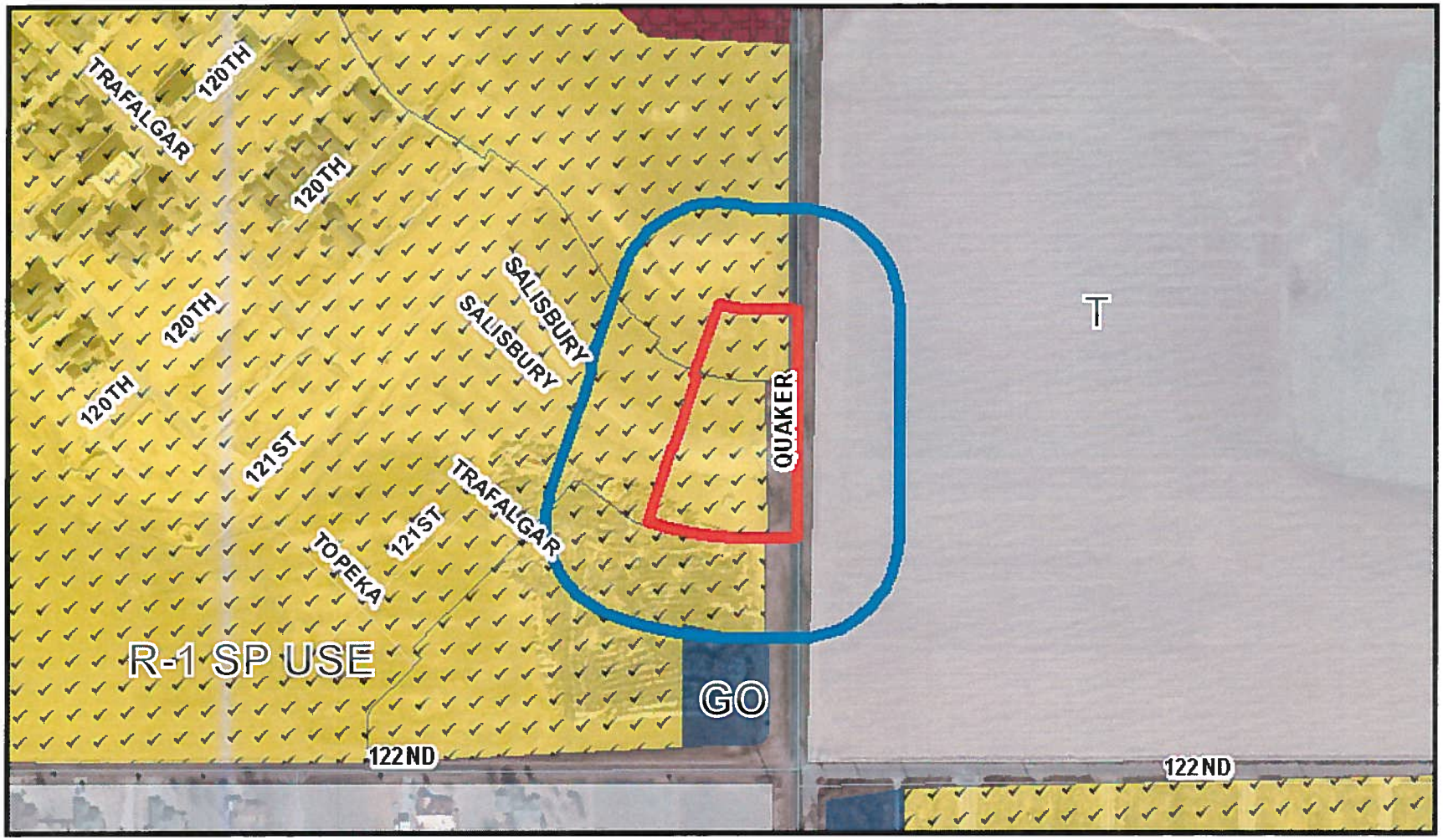


P.Z.C. Case 3047-N



P.Z.C. Case 3047-N

Request of Joshua Allen for a zoning change from R-1 Specific Use to GO, 12120-12128 Salisbury Avenue and north of the alley



P.Z.C. Case 3047-N Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) JOSHUA ALLEN & CRAIG ROBERSON **For**

PO BOX 54168
Street/Post Office Box

LUBBOCK TX 79453
City State Zip

(806) 549-5000
Telephone

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 12120 - 12128 of Salisbury Ave.

Legal Description:*

Existing Land Use: R1 **Existing Zoning:**

Acreage or Square Footage of Property:

Zoning Requested: R1 to GO for office

Proposed Development: Office uses

If property is not subdivided, will preliminary plat be submitted? Yes Portions are platted. No

Applicant's Signature **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.**

RCC-18061 > 1 of 2
CH-2692

For City Use Only

MTP map 41

Zone Case No.: 3047-BN **Agenda No.:**

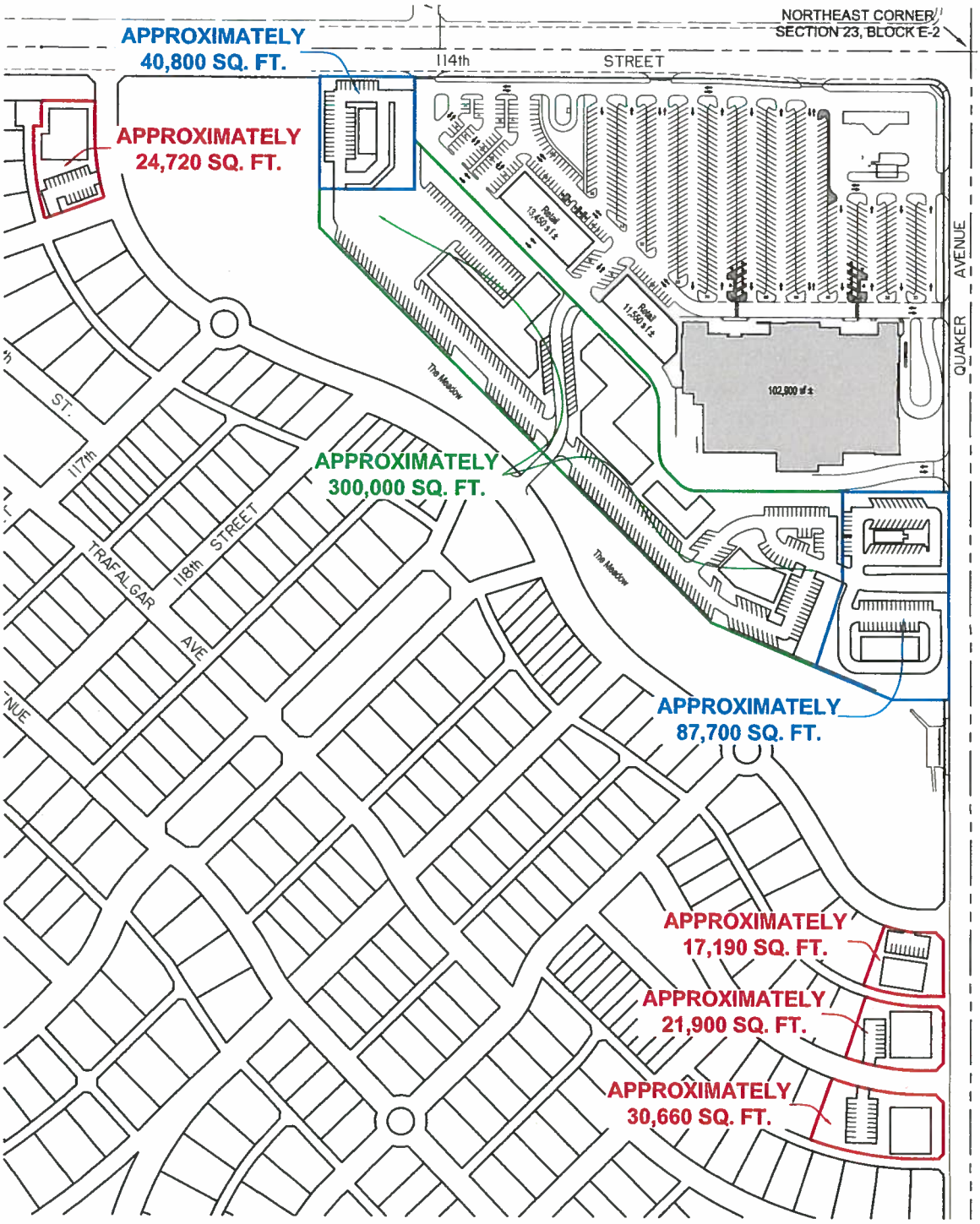
Request for zoning change from: R-1 SP use **To:** GO

1.601 Acres of unplatted land out of Block E-2 Section 23

on Lot(s): ~ **Block(s):** ~

Subdivision: ~ **Address:** Salisbury Ave at Quaker Ave

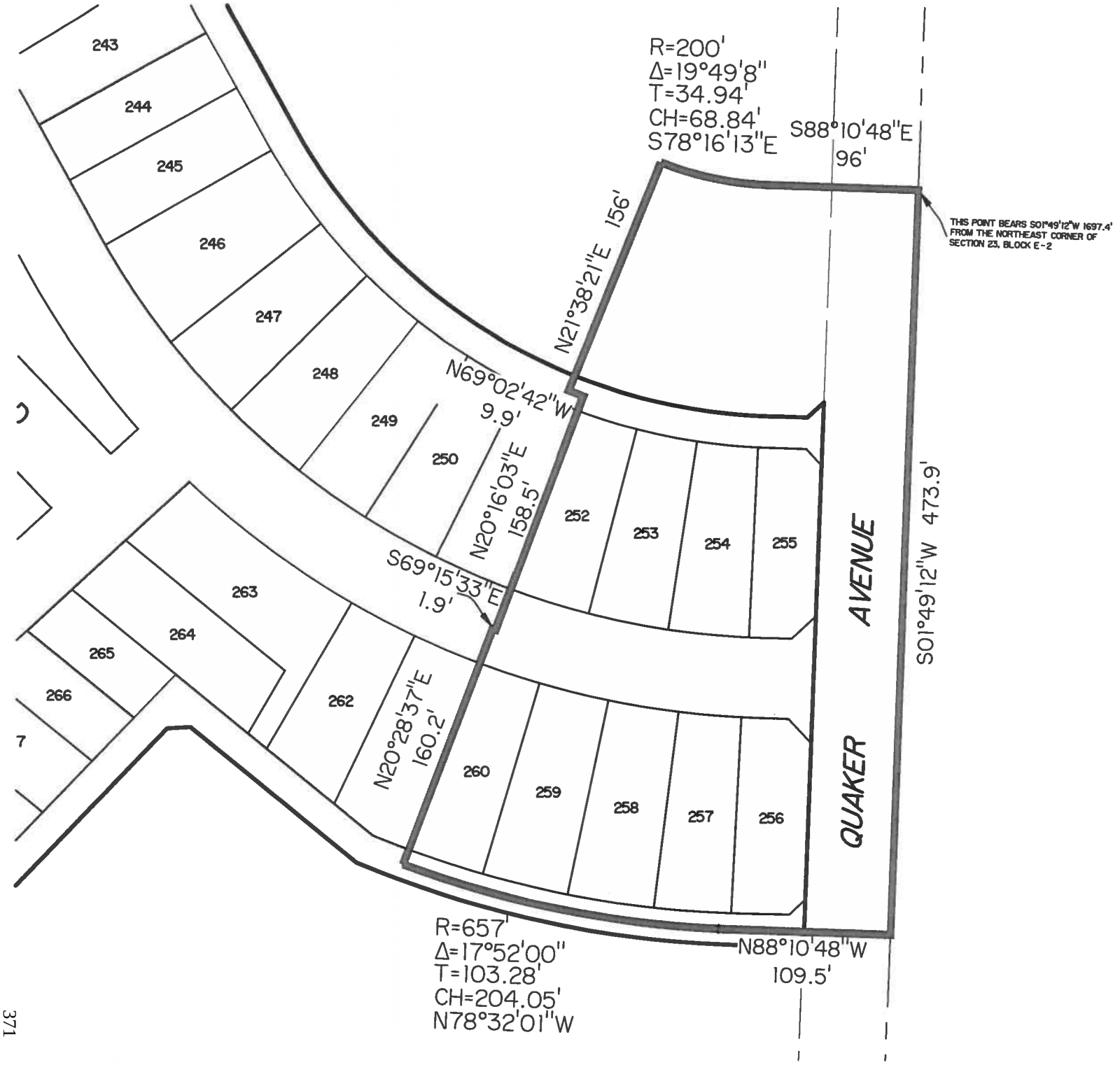
J. SHOFFNER@HUGOREED.COM



VINTAGE TOWNSHIP
DECEMBER 31, 2013

NOT TO SCALE

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5942
FAX: 806 / 763-3291


243
244
245
246
247
248
249
250
252
253
254
255
263
264
265
266
262
260
259
258
257
256
R=200'
Δ=19°49'8"
T=34.94'
CH=68.84'
S78°16'13"E
S88°10'48"E
96'
THIS POINT BEARS S01°49'12"W 1697.4' FROM THE NORTHEAST CORNER OF SECTION 23, BLOCK E-2
N21°38'21"E 156'
N69°02'42"W
9.9'
N20°16'03"E
158.5'
S69°15'33"E
1.9'
N20°28'37"E
160.2'
QUAKER AVENUE
S01°49'12"W 473.9'
R=657'
Δ=17°52'00"
T=103.28'
CH=204.05'
N78°32'01"W
N88°10'48"W
109.5'

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3047-N***

In Favor of X

Opposed ____

RECEIVED
APR 23 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name ERIC HUNTLEY

Signature: _____

Address: 12117 SALISBURY LUBBOCK, TX

Address of Property Owned: 12117 SALISBURY LUBBOCK, TX 79424

5 of 13

Zone Case Number: **3047-N** 91864
HUNTLEY, ERIC
12117 SALISBURY BLVD

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(6)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3047-N**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

I own these lots (Josh has them under contract), having bought them from Paul Stell a year or so ago. Had I been in on the initial planning of this sub-division, I would not have put residential lots on Quaker Avenue in the first place. GO is an ideal transition/buffer for the rest of the lots in Vintage and to my knowledge, all of the nearby neighbors are in favor of this change. I've had several people want to buy these lots for rental properties, but have resisted doing that; Josh Allen has been planning this office use for over a year and I have been "holding" the lots for him as I think this is the best plan for Vintage Township. I would ask that you give him unanimous approval for this request.

Print Name George H McMahon

Signature: [signature]

Address: 7703 LA Salle Ave, 79424

Address of Property Owned: Lots 252-260

7 of 13

Zone Case Number: 3047-N 91872
LUBBOCK VINTAGE MARKETING
7703 LASALLE AVE
LUBBOCK TX 79424

RECEIVED
APR 25 REC'D
PLANNING DEPARTMENT

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3047-N;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **GO** ZONING DISTRICT ON **LOTS 252-260 VINTAGE TOWNSHIP AND A PORTION OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3047-N

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 specific use** to **GO** zoning district

on **lots 252-260 Vintage Township and a portion of unplatted land out of Block E-2, Section 23,** City of Lubbock, Lubbock County, Texas located at **12120-12128 Salisbury Avenue and north of the alley,** subject to conditions and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT there shall be no curb cuts along Quaker Avenue.**

2. **THAT a portion of the screening fence to the south property line of the south tract on Salisbury Avenue shall be waived to allow vehicular access to the alley.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3047-N
May 1, 2014

Regular City Council Meeting **7. 6.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3048-F, a request of McDougal Construction for a zoning change from R-1 Specific Use to A-1 Specific Use for townhomes on Lots 1 through 14, Block 1 and Lots 15 through 35, Block 2, Overton Park Addition, 2100 Block of 10th Street, between Avenue U and Avenue V, and consider an ordinance.

Item Summary

General comments:
The request of the proponent is for a zone change from R-1 Specific Use to A-1 Specific Use for townhomes.

Adjacent land uses:
N: R-1 Specific Use (vacant lots)
S: A-2 Specific Use (townhomes/gardenhomes)
E: A-3 Specific Use (Apartments)
W: A-2 (Apartments)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area designated for residential medium-high density. The change to A-1, an apartment district, is in keeping with the plan.

Zoning Policy:
By applying for Specific Use, the proponent is tying the construction to a proposed townhome development along with maintaining the North Overton design guidelines.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following condition:
1. Limited to townhome construction which must meet the North Overton residential design guidelines.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3048-F

Zone Case 3048-F

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. 3048-F;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **A-1 SPECIFIC USE** FOR **TOWNHOMES**, ON **LOTS 1 THROUGH 14, BLOCK 1 AND LOTS 15 THROUGH 35, BLOCK 2, OVERTON PARK ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, 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. 3048-F

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific Use** to **A-1 Specific Use** for **townhomes** on **Lots 1 through 14, Block 1 and Lots 15 through 35, Block 2, Overton Park Addition,** City of Lubbock, Lubbock County, Texas, located at **2100 Block of 10th Street, between Avenue U and Avenue V,** subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the property use be limited to townhome construction which must meet the North Overton residential design guidelines.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **2100 Block of 10th Street, between Avenue U and Avenue V**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

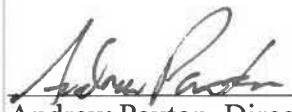
Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



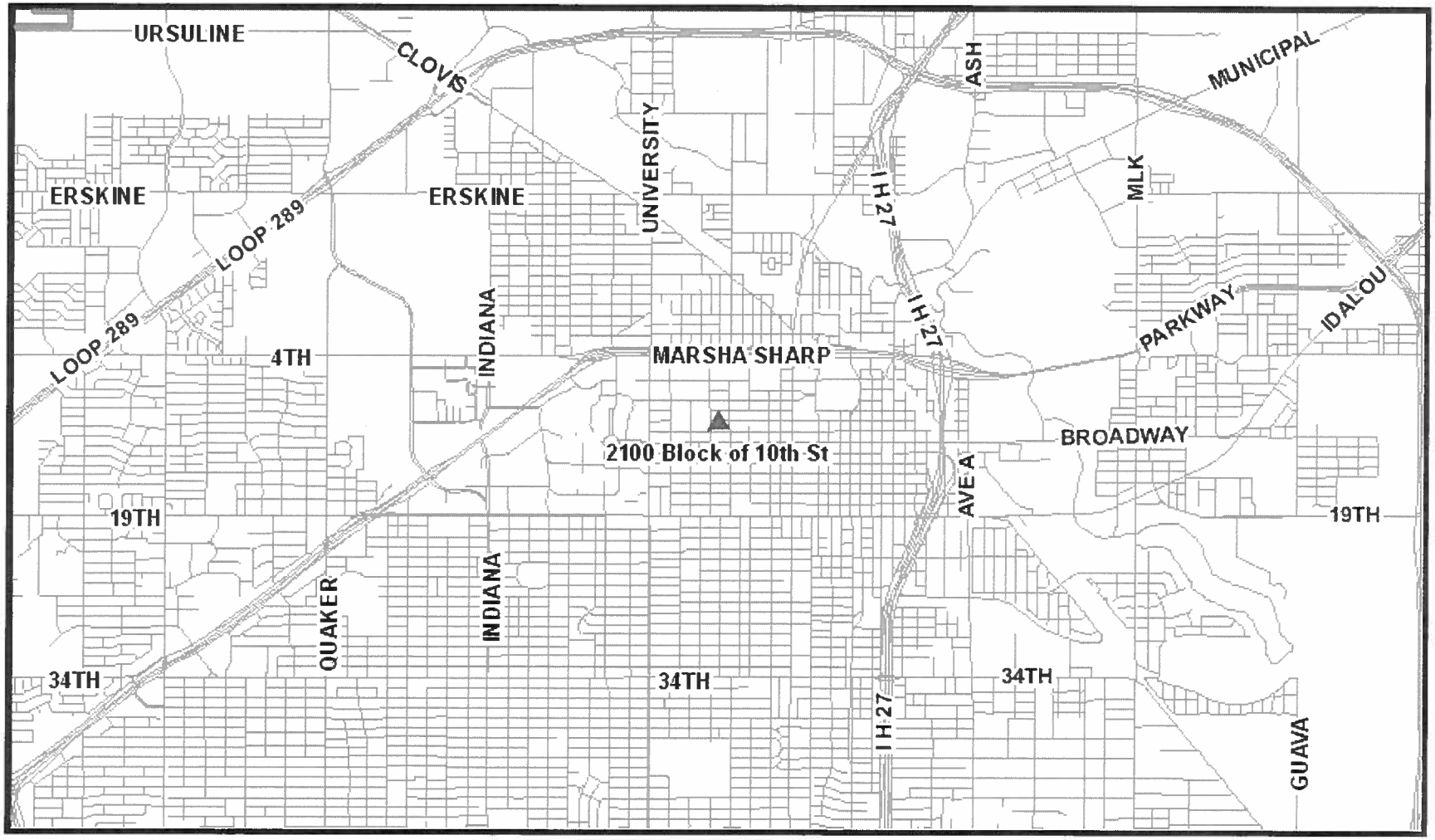
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

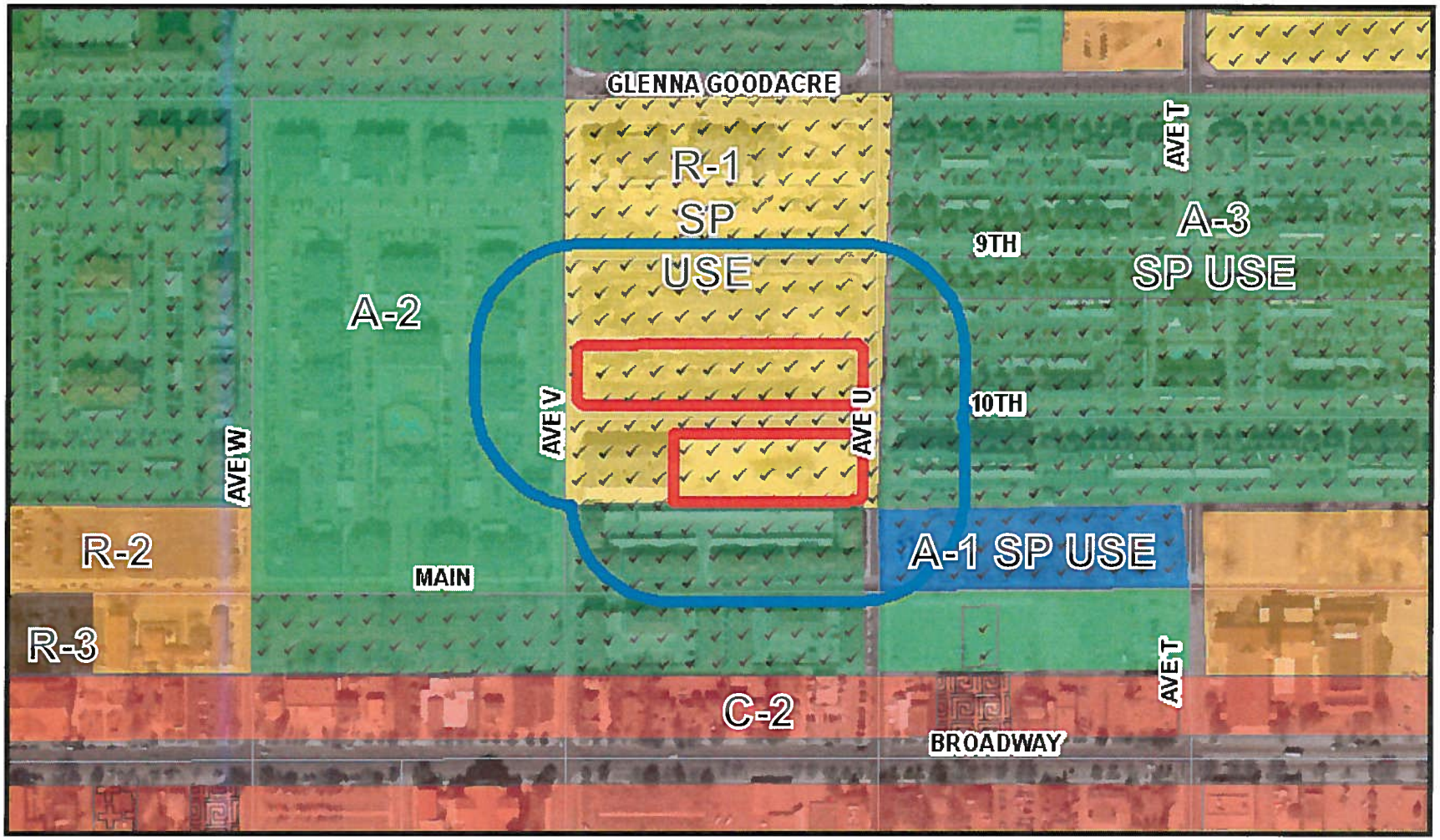


Chad Weaver
Assistant City Attorney

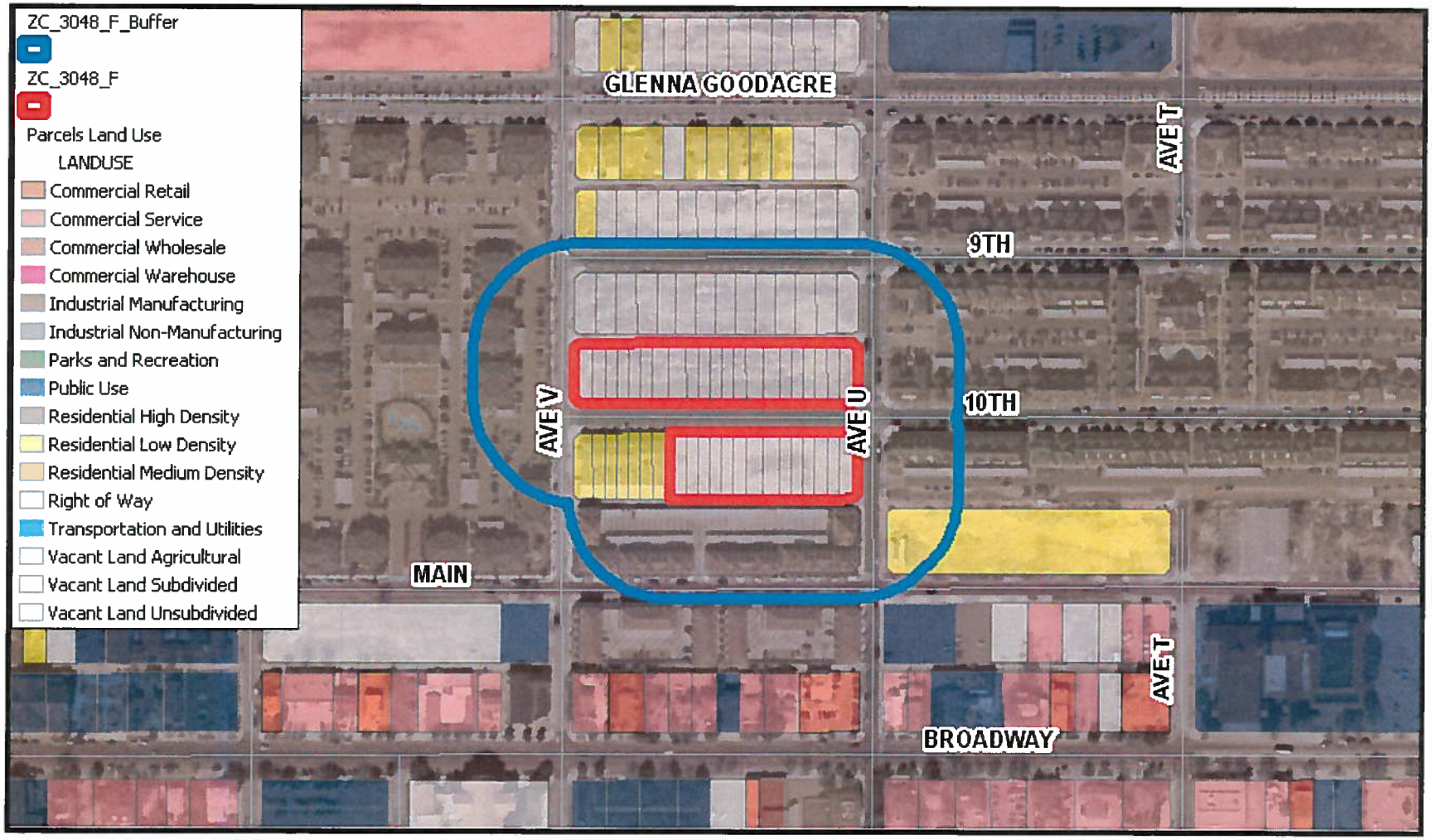
vw/CityAtt/Chad/Zones/ZC3048-F
May 1, 2014



P.Z.C. Case 3048-F



P.Z.C. Case 3048-F Zoning



P.Z.C. Case 3048-F

Request of McDougal Construction for a zoning change from R-1 Specific Use to A-1 Specific Use for townhomes, 2100 Block of 10th Street, between Avenue U and Avenue V

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) MCDOUGAL CONSTRUCTION ~~MARC E. MCDOUGAL~~

5001 W. Loop 289
Street/Post Office Box

LUBBOCK TX 79414
City State Zip

(806) 793-0703
Telephone

For _____

Street/Post Office Box

City State Zip

( ) Cell: 239-5902
Telephone

Location or Address: 2100 block of 10TH ST.

Legal Description:* lots 1-19, blk 1, lots 15-35, blk 2 Overton Park

Existing Land Use: vacant **Existing Zoning:** R-1

Acreage or Square Footage of Property: 5 acres

Zoning Requested: A-1 SP USE

Proposed Development: Townhomes

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

Tyler McDougal
Applicant's Signature

3/31/2014
Date

Filing Fee: $487.00
($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

map 1

Zone Case No.: 3048-F **Agenda No.:** 2

Request for zoning change from: R-1 SP use **To:** A-1 SP Use

on Lot(s): 1-14 blk 1, 15-35 blk 2 **Block(s):** —

Subdivision: Overton Park **Address:** 2100 Block of 10th St

(Between U + V)

Regular City Council Meeting **7. 7.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3228, a request of Jeffrey Reimer for a zoning change from R-1 to R-1 Specific Use for garden homes on Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition, 5504 Wayne Avenue, and consider an ordinance.

Item Summary

General comments:
The request of the proponent is for a zone change from R-1 to R-1 Specific Use for garden homes.

Adjacent land uses:
N: R-1 (single family homes and Church offices)
S: R-1 (single family homes)
E: R-1 (Baptist church)
W: R-1 (single family homes)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area designated as public use based on the current ownership by a church organization. The request is not a change to the CLUP since it is consistent with the areas typically reserved for low density residential.

Zoning Policy:
Currently the property is zoned as Residential (R-1) and with the proper filing of a plat could start construction of single family homes. Garden homes are single family residences with a higher density per square foot of land than typical single family homes. Typically staff would not recommend application for this type of request when so many variables exist. The church is proposing to sell a tract of land which contains their parking. The church could not sell their land (and available parking) and create an illegal, nonconforming situation. Since the church has plans on remodeling the building (yet requires the funds from the sale of the property to accomplish the remodel), and has assured staff that they will meet the proper parking ratios and landscaping, staff feels comfortable with presenting the case. The property will need to be replatted accordingly before any building permits are issued on any portions of the proposed garden home lots or the church lot.

Effect on the adjacent street and thoroughfare system:
None based on the requirement to meet the the City of Lubbock parking ratios and standards.

Recommendations:
On May 1, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3228

Ordinance - Zone Case 3228

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. 3228;** A ZONING CHANGE FROM **R-1** TO **R-1 SPECIFIC USE** FOR **GARDEN HOMES**, ON **LOT B, LESS THE EAST 227 FEET OF THE NORTH 127 FEET, 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. 3228

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-1** Specific Use for **garden homes** on **Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition,** City of Lubbock, Lubbock County, Texas, located at **5504 Wayne Avenue**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5504 Wayne Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

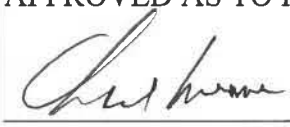
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3228
May 1, 2014

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. 3228;** A ZONING CHANGE FROM **R-1** TO **R-1 SPECIFIC USE** FOR **GARDEN HOMES**, ON **LOT B, LESS THE EAST 227 FEET OF THE NORTH 127 FEET, 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. 3228

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **R-1** Specific Use for **garden homes** on **Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition,** City of Lubbock, Lubbock County, Texas, located at **5504 Wayne Avenue**, and being further described as follows:

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

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5504 Wayne Avenue**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

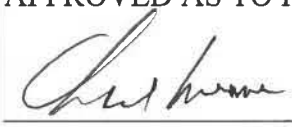
_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3228
May 1, 2014

Regular City Council Meeting **7. 8.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3229, a request of John Herrera, for Elite Learning Academy, for a zoning change from R-1 to AM for a day nursery on Lot 6, Block 1, Raymond Painter Addition, 3508 23rd Street, and consider an ordinance.

Item Summary

General comments:
The request of the proponent is a zone change from R-1 (single family) to AM (apartment medical) for a day nursery. The property in question falls within the AM policy zone established in 1986 within the Comprehensive Land Use Plan. The boundaries for this zone originally extended to the alley south of 23rd Street, encompassing the property in question, and the policy is now expanded to the alley south of 24th Street.

Adjacent land uses:
N: AM (doctor's office)
S: R-1 (house)
E: R-1 (house)
W: R-1 (house)

Comprehensive Land Use Plan (CLUP):
The CLUP outlines the area roughly bounded by Quaker Avenue, 19th Street, Indiana Avenue, and 24th Street as the Apartment Medical policy zone. The original portion was adopted by resolution in 1986 to create a medical district between the two major hospitals for growth of a clinic/medical use area. The proponent is requesting a change to AM on the property which falls within this policy zone. The request is in line with the CLUP.

Zoning Policy:
The change is in keeping with the policy established in 1986 and the intentions of the CLUP, although there are numerous homes in the policy area that remain zoned and occupied as residential until the owners respond to a market demand for AM. The requested zone change for the day nursery will be in keeping with the adjacent uses as a day nursery exists just to the east.

Effect on the adjacent street and thoroughfare system:
The area has an existing day care located to the east on Joliet which has created some traffic issues in the area as there is no off street parking for the center, only a drop-off circle drive located on the lot. The proposed day care will be required to locate parking on site, helping to mitigate traffic congestion in the neighborhood. The zoning code does allow for the proponents to locate parking off premise within 300 feet which they would be able to accommodate with their existing location on 22nd Place.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following condition:
1. Parking must meet the requirements of the AM district, including the loading zone.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3229

Zone Case 3229

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. 3229;** A ZONING CHANGE FROM **R-1** TO **AM** ZONING DISTRICT ON **LOT 6, BLOCK 1, RAYMOND PAINTER ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3229

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **AM** zoning district on **Lot 6, Block 1, Raymond Painter Addition,** City of Lubbock, Lubbock County, Texas located at **3508 23rd Street,** subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the parking shall comply with the AM requirements.

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100

Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

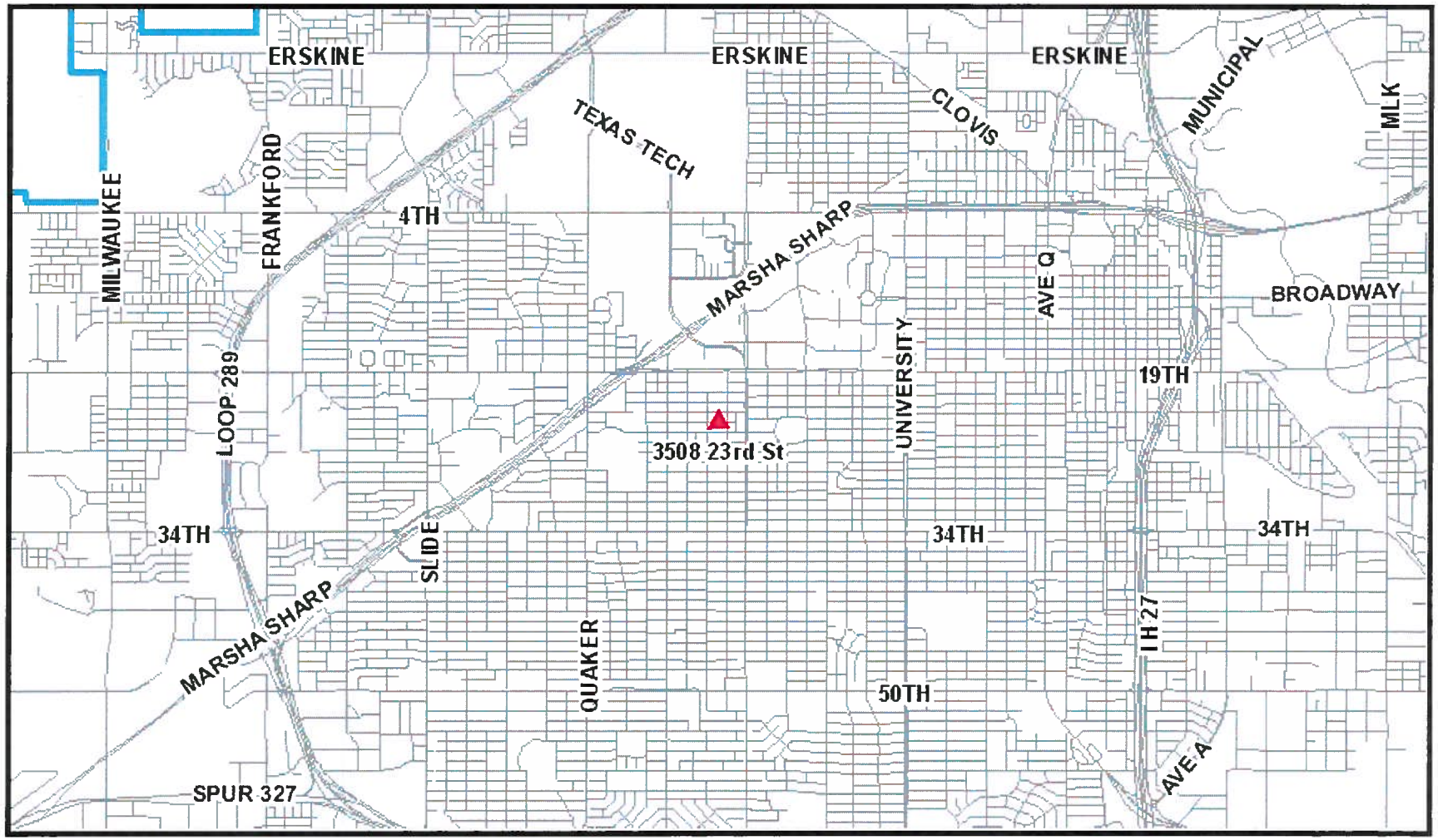
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

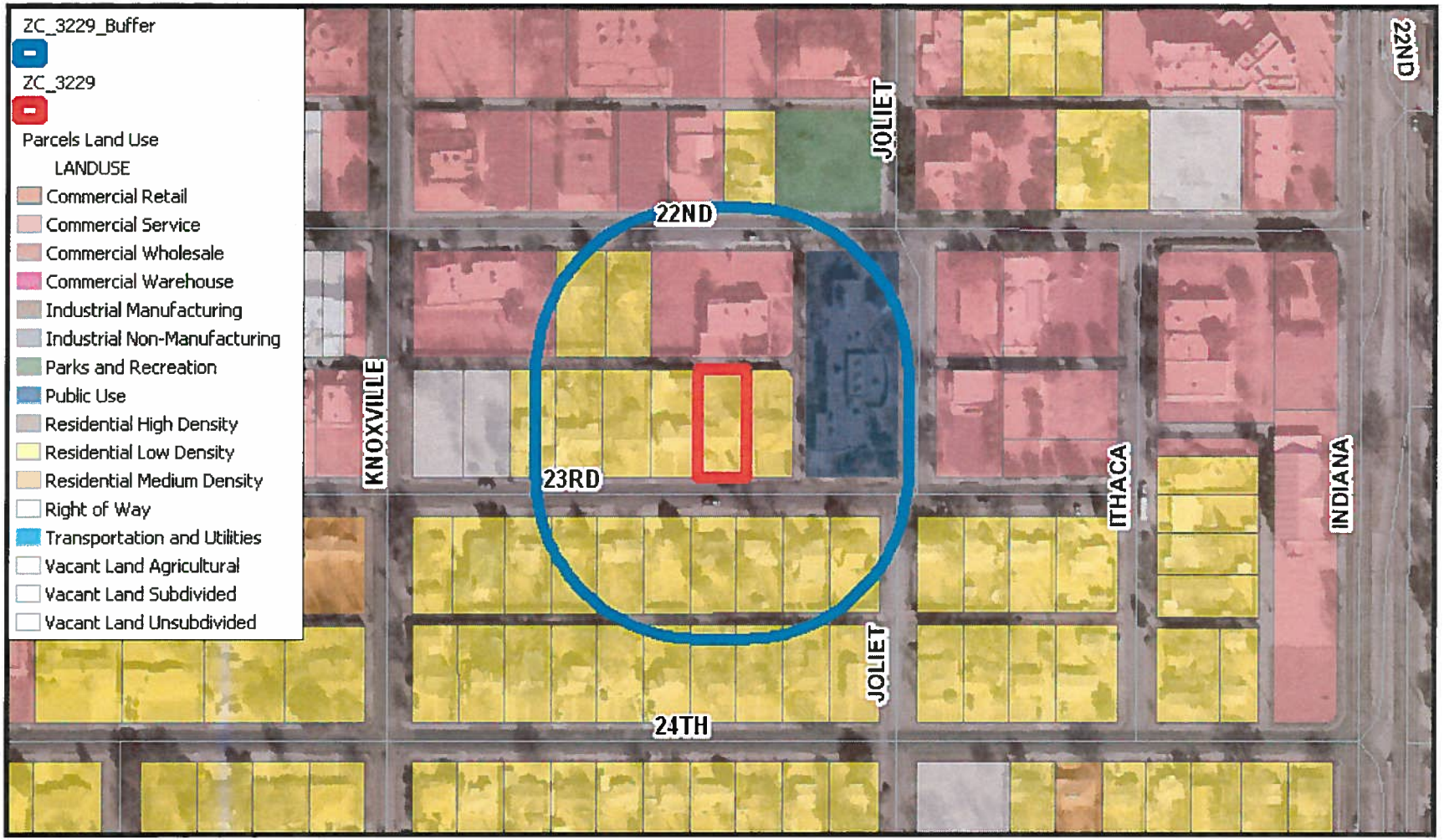
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3229
May 1, 2014

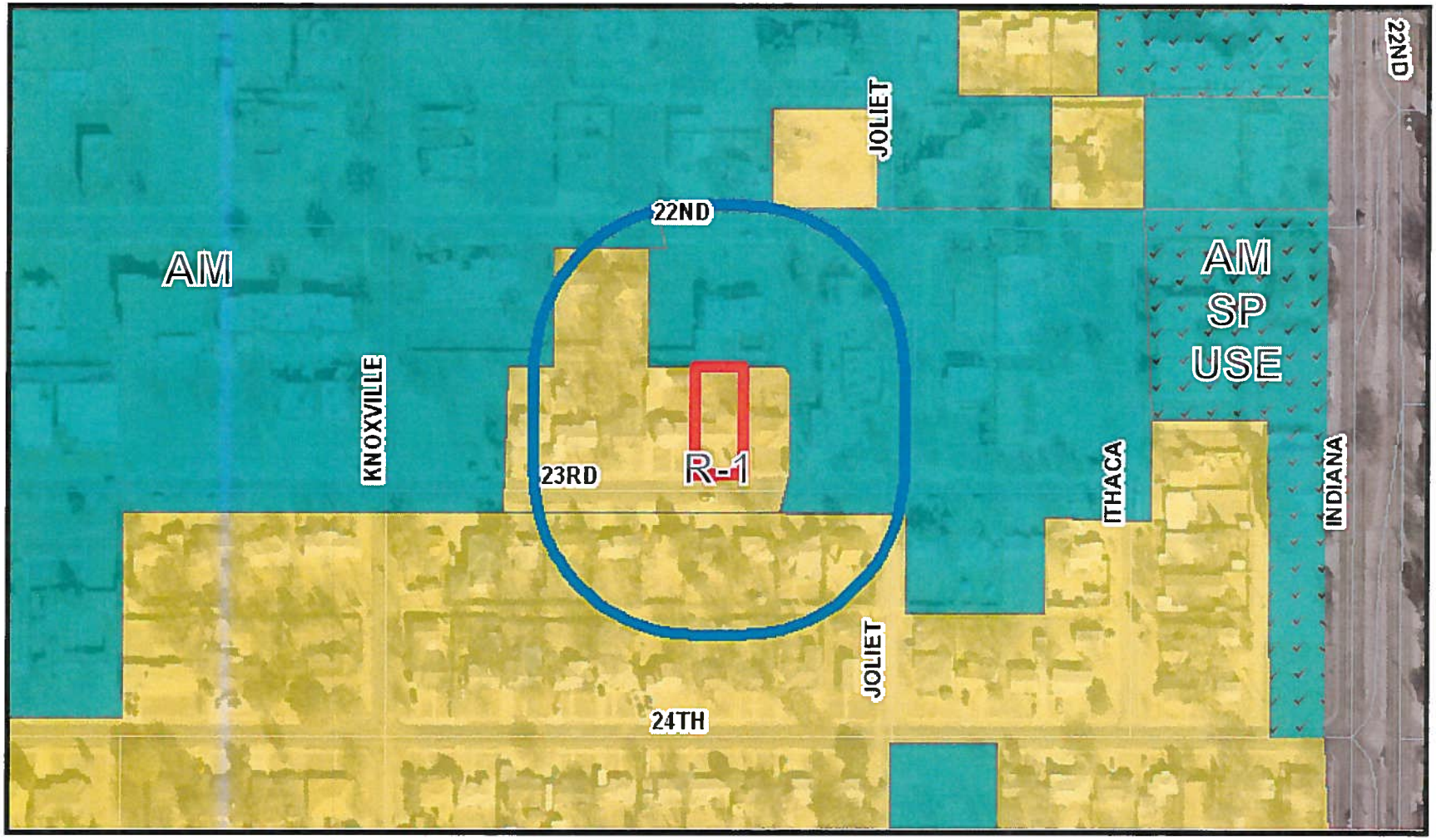


P.Z.C. Case 3229



P.Z.C. Case 3229

Request of John Herrera (for Elite Learning Academy) for a zoning change from R-1 to AM for a day nursery, 3508 23rd Street



P.Z.C. Case 3229 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) John Herrera dba: Elite Learning Academy
3514 22nd Place
Street/Post Office Box
LUBBOCK TX 79410
City State Zip
(806) 224-7976
Telephone

For John Herrera
3508 23rd Street
Street/Post Office Box
LUBBOCK TX 79410
City State Zip
(806) 224-7976
Telephone

Location or Address: 3508 23rd Street, LUBBOCK, TX 79410

Legal Description:* LOT SIX (6), BLOCK ONE (1), RAYMOND PAINTER ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 179, PAGE 3 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

Existing Land Use: -RESIDENTIAL- **Existing Zoning:** -R1-RESIDENTIAL-

Acreage or Square Footage of Property: Improvement: 1200 sq. ft. Lot Size: 8680 sq ft.

Zoning Requested: ~~COMMERCIAL~~ AM

Proposed Development: DAY NURSERIES

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

John Herrera
Applicant's Signature

April 2nd, 2014
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.**

For City Use Only

PIN: 43877 map 8

Zone Case No.: ~~3289~~ ~~3229~~ 3229 **Agenda No.:** _____

Request for zoning change from: R-1 **To:** AM

on Lot(s): 6 **Block(s):** 1

Subdivision: Raymond Painter **Address:** 3508 23rd St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3229**

In Favor of X

Opposed ___

Reasons and/or Comments:

Welcome to the neighborhood.

RECEIVED
APR 24 REC'D
PLANNING DEPARTMENT

Print Name Paula Beller

Signature: Paula Beller

Address: 3014 Trenton Ave

Address of Property Owned: 3506 24th St.

Zone Case Number: 3229 56405
BELLER, RICHARD D
3014 TRENTON AVE

LUBBOCK TX 79407-2722

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3229**

In Favor of ✓

Opposed ____

RECEIVED
APR 28 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Eric Oker Martin 1976 Trust

Signature: Eric Oker Martin, Trustee

Address: 3801 96th Lub, Tx 79423

Address of Property Owned: 3416-24th

12 of 24

Zone Case Number: **3229** 56380
MARTIN ERIC OKER 1976 TRU
3801 96TH ST

LUBBOCK TX 79423-3921

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3229**

In Favor of ___

Opposed ✓

Reasons and/or Comments: This area has a large amount of traffic due to Covenant Medical Center & Covenant Day Care Center !! Parking is very limited @ this address and on the street. This is not safe for the children and other property owners in this area!! Property owners & residence deserve a safe & reasonably quite area just like any other residential area in Lubbock. I oppose this change!!

Print Name Jeffery Brunner Exc. of Mildred Childers | Swope Estate

Signature: Jeffery Brunner

Address: 513 N. Grover Ave. Lubbock, Tx.

Address of Property Owned: 3503-23rd. Lubbock, Tx.

4 of 24

RECEIVED
APR 22 REC'D
PLANNING DEPARTMENT

Zone Case Number: 3229 56389
CHILDERS MILDRED NEWELL &
513 N GROVER AVE
LUBBOCK TX 79416

404

Regular City Council Meeting **7. 9.**

Meeting Date: 05/22/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for Zone Case 3230, a request of Mary Trevino, for Antonio Garcia, for a zoning change from IHC to IHI on the north 15 feet of the east 65 feet of Lot 1 and Lot 2, Olton Addition, 816 48th Street, and consider an ordinance.

Item Summary

General comments:
The request of the proponent is for a zone change from IHC (Interstate Highway Commercial) to IHI (Interstate Highway Industrial) for a mechanical contractor and ductwork fabrication shop.

Adjacent land uses:
N: IHC (unknown commercial building)
S: IHC (glass shop)
E: R-2 (single family home)
W: IHC (auto sales)

Comprehensive Land Use Plan (CLUP):
The CLUP has this area within the Interstate Highway corridor as commercial, therefore the change to industrial constitutes a minor change to the comprehensive plan.

Zoning Policy:
The property has an existing building which will house the proposed business. The property is not located adjacent to the Interstate corridor and faces 48th St. Although residences are adjacent to this property, and are zoned R-2 they are within the Interstate Highway policy district, which staff would support a change to IHC or IHI (in certain areas) up to Avenue G. Staff feels comfortable with the single use from the IHI (Interstate highway industrial use) to be able to allow the mechanical contractor the ability to fabricate ductwork within their building.

Effect on the adjacent street and thoroughfare system:
None. Existing building.

Recommendations:
On May 1, 2014, the Planning & Zoning Commission recommended the request with a unanimous vote, with the following condition:
1. Limited to a plumbing, heating, refrigeration, and/or air conditioning business, sheet metal workshop (for ductwork construction) and all other IHC (Interstate Highway Commercial) uses.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3230

Zone Case 3230

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. 3230;** A ZONING CHANGE FROM **IHC** TO **IHI** ZONING DISTRICT ON **THE NORTH 15 FEET OF THE EAST 65 FEET OF LOT 1 AND LOT 2, OLTON 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, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3230

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **IHC** to **IHI** zoning district on **the north**

15 feet of the east 65 feet of Lot 1 and Lot 2, Olton Addition, City of Lubbock, Lubbock County, Texas located at **816 48th Street,** subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the property use be limited to a plumbing, heating, refrigeration, and/or air conditioning business, sheet metal workshop (for ductwork construction) and all other IHC (Interstate Highway Commercial) uses.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

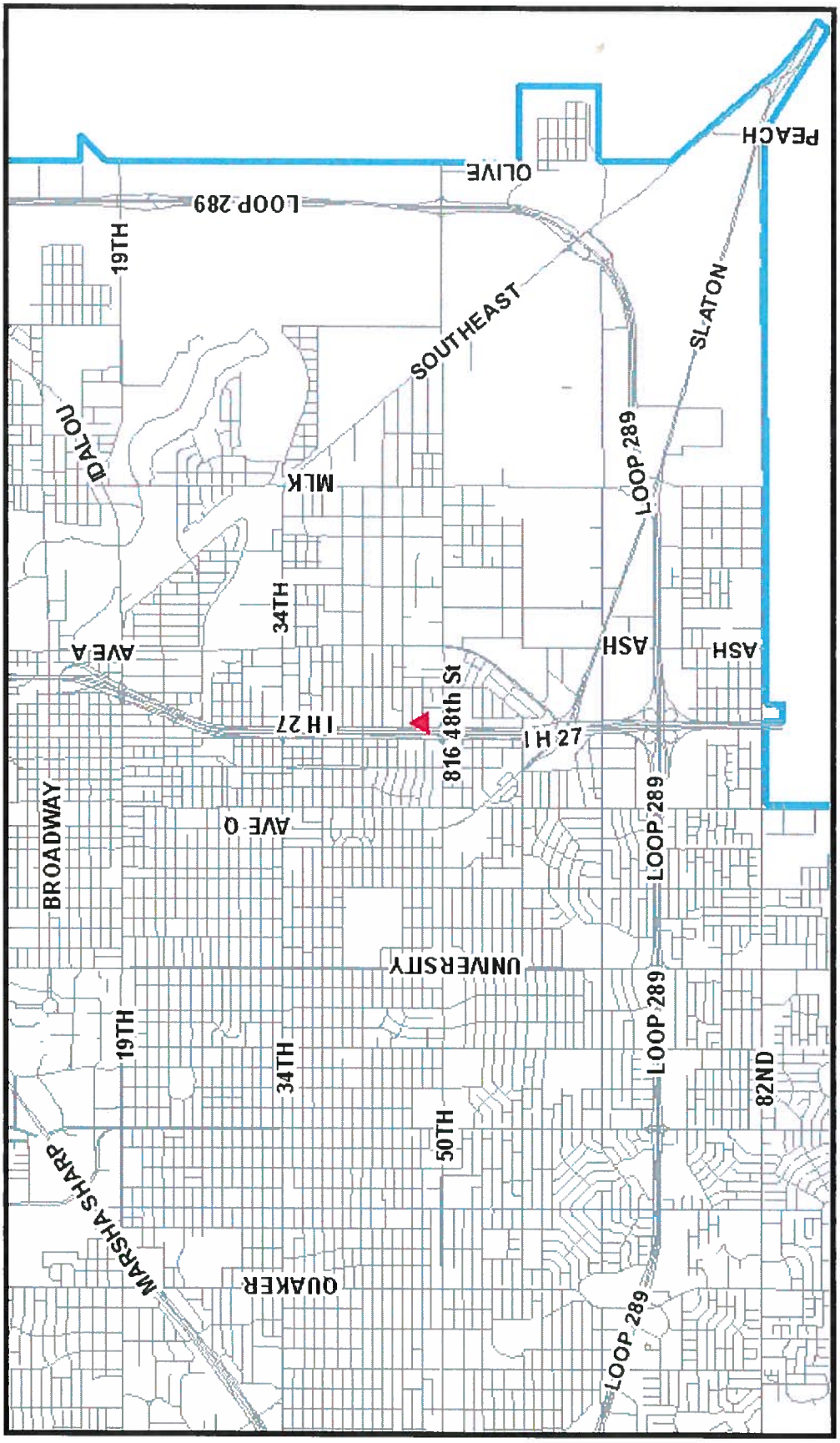
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

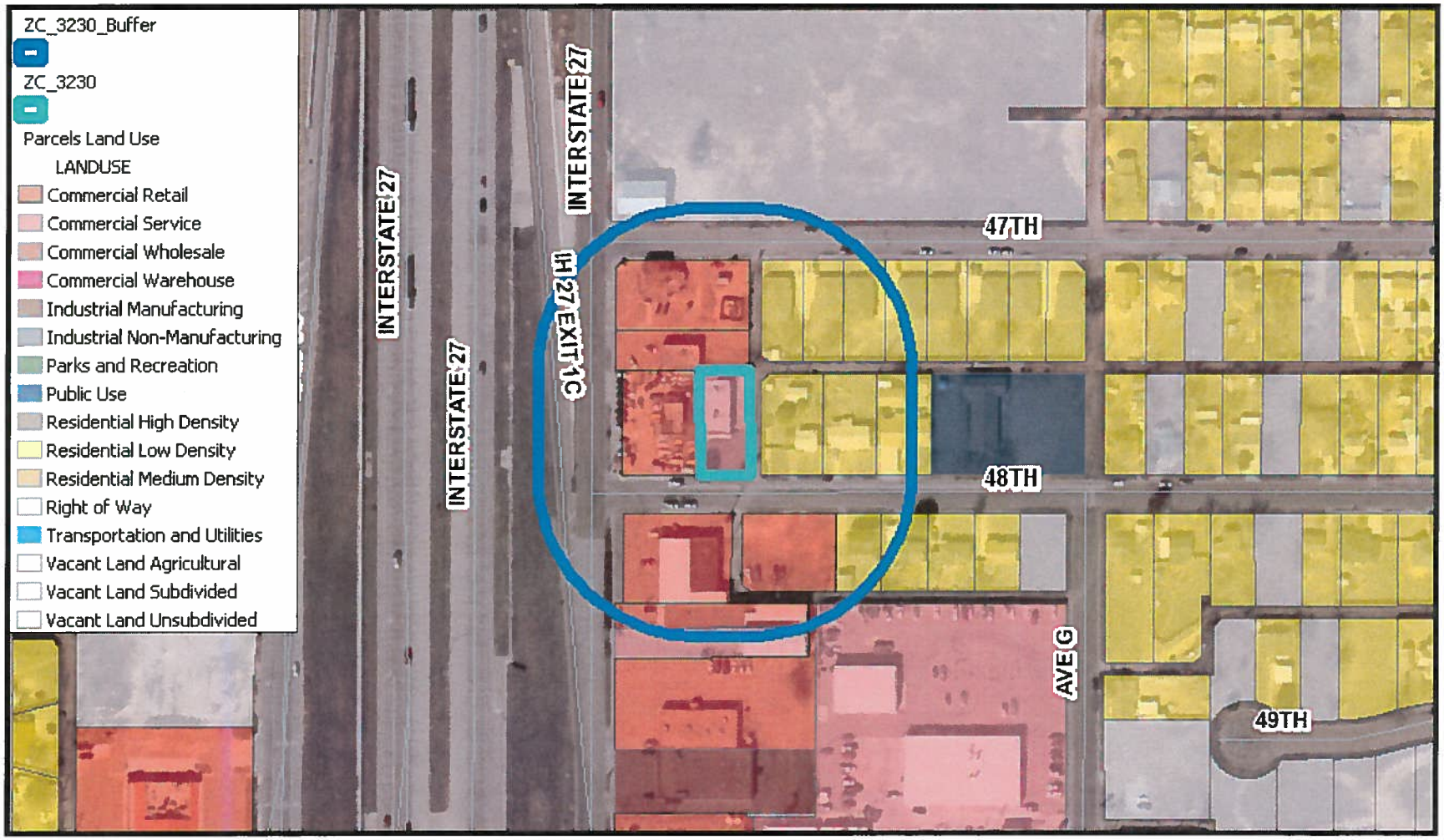
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3230
May 1, 2014



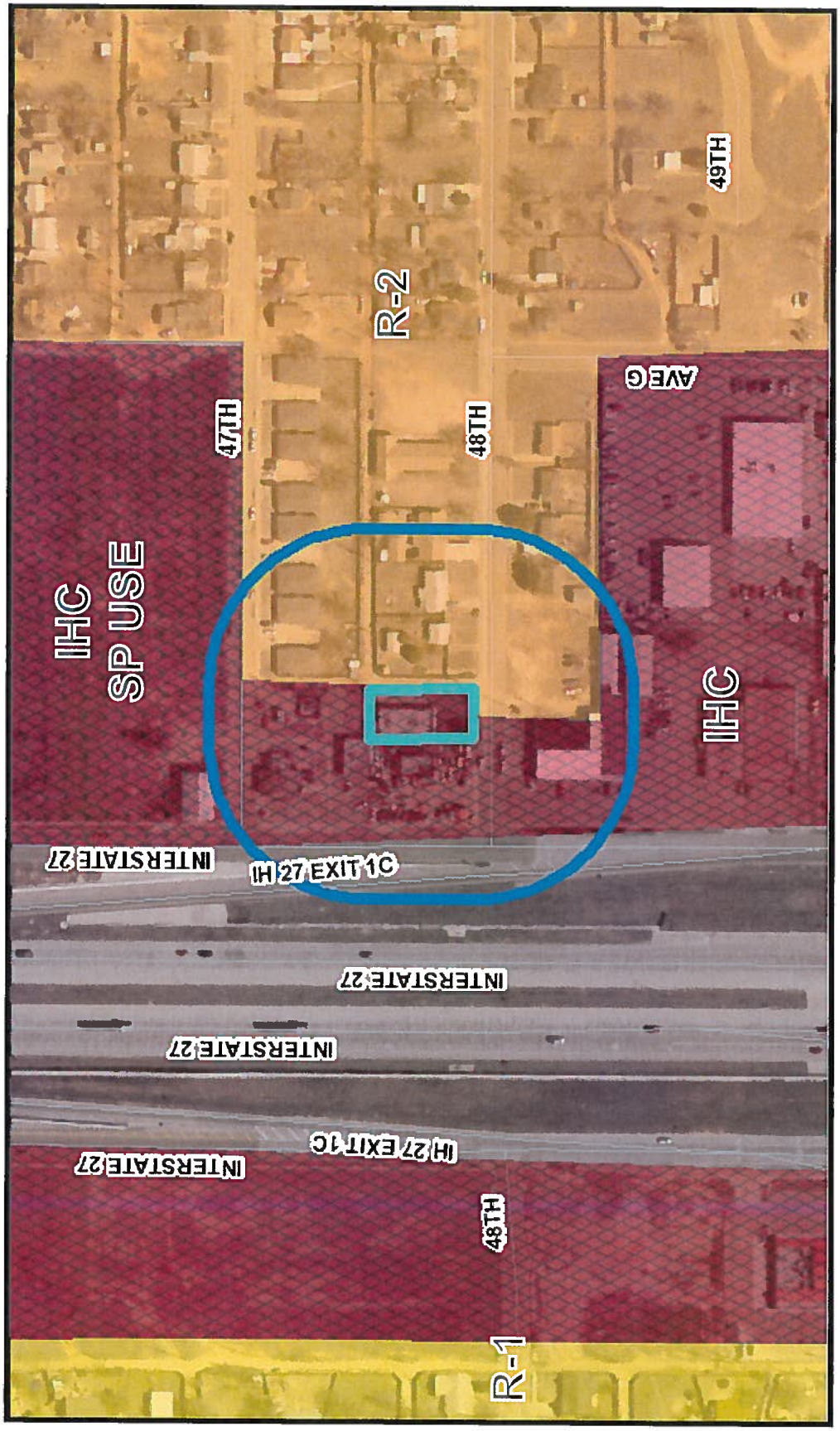
P.Z.C. Case 3230



P.Z.C. Case 3230

Request of Mary Trevino (for Antonio Garcia) for a zoning change from IHC to IHI, 816 48th Street)

P.Z.C. Case 3230 Zoning



city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Mary Trevino
7906 I-27 Lubbock, TX 79404
Street/Post Office Box
Lubbock, TX 794
City State Zip
(806) 535-2666
Telephone

For ~~Tony~~ Pedro ~~Pete~~ Antonio Garcia Solis
Street/Post Office Box
Lubbock, TX
City State Zip
(806)
Telephone

Location or Address: 816 48th St. Lubbock, TX. 79404

Legal Description:* OLTON L2 + N15' of E65' of L1

Existing Land Use: _____ **Existing Zoning:** IHC

Acreage or Square Footage of Property: 8989 sq ft / 2800 sq ft Building

Zoning Requested: IHI - Fabricate duct work.

Proposed Development: MECHANICAL SHOP & WAREHOUSE with fabrication of ductwork (metal work)

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

Mary Trevino
Applicant's Signature

Date

RC# 18362 + 18363
Pd CK# 3707 $240
Pd CK# 1390 $235

Filing Fee: 475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

PIN: ~~4579~~ Map S

Zone Case No.: ~~3230~~ 3229 3230 **Agenda No.:** _____

Request for zoning change from: IHC **To:** IHI

on Lot(s): 2, North 15' of E 65' lot 1 **Block(s):** —

Subdivision: Olton **Address:** 816 48th St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

18

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3230**

In Favor of ✓

Opposed ___

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APR 28 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Elsa M Hernandez

Signature: Elsa M Hernandez

Address: 1326 47th. Lubbock TX 79412.

Address of Property Owned: Same.

Zone Case Number: 3230 25164
MORENO, ELSA
1326 47TH ST

LUBBOCK TX 79412

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3230***

In Favor of ✓

Opposed ___

RECEIVED
APR 24 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name MAXIMO C. PEREZ

Signature: [signature]

Address: 812 48 Lubbock Tx 79404

Address of Property Owned: _____

Zone Case Number: **3230** 53055
PEREZ, MAXIMO C
812 48TH ST

LUBBOCK TX 79404-3624

Regular City Council Meeting **7. 10.**

Meeting Date: 05/22/2014

Information

Agenda Item

Ordinance 1st Reading- Building Inspection: Consider an ordinance amending Chapter 28 of the Lubbock Code of Ordinances by increasing bond and insurance requirements for roofing contractors in order to become registered and to obtain permits from the Building Inspection Department, and providing for the appeal or denial, suspension or revocation of registration of building contractors before the Building Board of Appeals.

Item Summary

All contractors required to obtain permits for work to be done pursuant to adopted building codes must first be registered with the Building Inspection Department. As a condition of registration, proof of fiscal responsbility in the form of bonds and/or insurance of a prescribed amount are normally required. At present, contractors must provide either a $20,000 compliance bond or a certificate of liability insurance in the amount of $100,000. More stringent requirements apply to house moving contractors. State-licensed contractors, such as plumbers, electricians, and HVAC contractors are already required by their licensing agencies to maintain a minimum $300,000 liability policy, which is sufficient for our local registration requirement.

Local roofing contractors are not state-regulated, and desire an increase in the fiscal responsbility requirements governing their sector of the industry in order to assist in policing their own. Specifically, they wish to see the bond required in addition to the liability insurance policy, and the latter increased to $300,000 for residential projects and $1,000,000 for commercial projects.

The Model Code and Construction Ordinance Advisory Board recommends approval.

Fiscal Impact

None.

Staff/Board Recommending

Steve O'Neal, Chief Building Official

Attachments

Ordinance for Roofing

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 28.04.006 AND ADDING 28.04.009 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO APPEAL OF DENIAL, SUSPENSION OR REVOCATION OF CONTRACTOR REGISTRATION TO THE BUILDING BOARD OF APPEALS; ROOFING CONTRACTOR BONDING, INSURANCE AND REGISTRATION REQUIREMENTS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is the opinion of the City Council that the best interests of the citizens of the City of Lubbock would be served by amending the provision to provide for the appeal of the denial, suspension or revocation of contractor registration to the Building Board of Appeals, and providing for the bonding, insurance and registration of roofing contractors within the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT **Article 28.04.006** of the Code of Ordinances of the City of Lubbock is hereby amended to read as follows:

Sec. 28.04.006

A situation where a registration has been denied, suspended or revoked under section 28.04.005(7)–(9) above may be appealed to the Building Board of Appeals.

SECTION 2. THAT **Article 28.04.009** of the Code of Ordinances of the City of Lubbock is hereby added to read as follows:

28.04.009 Roofing Contractors

No person engaged in the business of roofing shall demolish, repair, replace, or install any roof or roof covering on any building in any manner for which a permit is required by this code within the corporate limits of the City until such person has registered with the City as required by this section. These provisions shall not be construed as being applicable to work done by a roofing contractor under a subcontract to a general contractor who is

otherwise registered and permitted in accordance with this code. Application for registration as a roofing contractor shall be made upon forms provided by the building official. All data requested shall be provided. In addition to a completed application form, a roofing contractor must provide proof of both insurance and bonding, as specified below, at the time of application, as well as all required registration fees. Additionally, roofing contractors must comply with the provisions of Section 28.04.005, and shall obtain the following:

(1) Bond requirements for roofing contractors:

Any person, firm or corporation seeking registration as a roofing contractor in order to obtain permits required by this code shall file with the building official a good and sufficient bond in an amount and in accordance with the provisions set forth in Section 28.04.003 of this Code; and

(2) Insurance requirements for roofing contractors:

Any person, firm or corporation seeking to obtain permits as a roofing contractor as required by this code shall have in force a comprehensive general liability insurance policy in a minimum amount as specified in (3) below for the desired classification of work. Said policy shall include coverage for bodily injury and property damage with products liability and completed operations. Prior to approval of any permits, the applicant shall furnish the building official with a certificate of insurance evidencing the required insurance coverage. The certificate shall include the company name and DBA, if applicable, and shall clearly indicate the nature of the work for which permits are sought. The insurance coverage shall include a provision that in the event such coverage is cancelled or reduced, the insurance carrier shall notify the building official at least ten (10) days prior to such cancellation or reduction in coverage. Any active permit shall be automatically suspended during any period in which the applicant fails to maintain in effect the required insurance coverage.

(3) Classification of roofing work:

Roofing contractors performing work on residential (one and two family) buildings shall maintain a minimum general liability policy of $300,000.00. Those performing work on commercial (all other buildings) buildings shall maintain a minimum general liability policy of $1,000,000.00.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock, Texas.

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

SECTION 5. THAT pursuant to Section 214.218 of the Texas Local Government Code, this Ordinance shall not be implemented or enforced until after the 30th day after the date of final adoption.

SECTION 6. 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 this ____day of _____, 2014.

Passed by the City Council on second reading this ____day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Steve O'Neal, Chief Building Official

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

as/Ord.Roofing Contract 2014
4.25.14

Regular City Council Meeting **7. 11.**

Meeting Date: 05/22/2014

Information

Agenda Item

Resolution - Mayor: Introduce, discuss, but take no action on a resolution to amend City Council Rules, Order of Business and Procedure Manual with respect to meeting times of the City Council for regular meetings, work sessions, and executive sessions; and further to discuss and take action on existing City Council policies respecting citizen comment at the meetings of the City Council.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, Mayor

Attachments

Resolution - City Council Meetings

RESOLUTION

WHEREAS, the Lubbock City Charter (Ch. 1, Art. IX, § 13) establishes that meetings of the City Council shall be at such time as prescribed by resolution; and

WHEREAS, the Lubbock City Charter also establishes that the affirmative vote of any four (4) Council members shall be sufficient and necessary to adopt a resolution (Ch. 1, Art. IX, § 15); and

WHEREAS, the City Council finds that it is in the public interest to conduct its regular meetings at the times set forth herein so that citizens may attend the meetings and participate in their local government; and

WHEREAS, pursuant to Section II(B) of the City of Lubbock Council Rules, Order of Business and Procedure Manual, this proposed amendment has been introduced into the record at a prior regular meeting of the City Council; NOW THEREFORE:

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

SECTION ONE: THAT Section III(A)(1)(c) of the City of Lubbock Council Rules, Order of Business and Procedure Manual is hereby amended to read as follows:

> c. Evening Meetings. Notwithstanding any provision herein to the contrary, the City Council shall convene its regular meetings at: 1) 1:00 p.m. to conduct its work session, if a work session is scheduled; or 2) 2:30 p.m., or upon completion of any scheduled work session, to conduct its executive session, if any; and 3) conduct the public portion of the regular meeting beginning at 5:15 p.m., or at such other time as selected by the City Council by motion. Nothing herein shall require that an emergency or special called meeting be held exclusively at the times set forth herein.
>
> The executive session may be scheduled at a time other than 2:30 p.m., if the Mayor and Mayor Pro Tem both approve the scheduling of executive session at another time. In addition, a work session may be scheduled for a time other than 1:00 p.m., if the Mayor and Mayor Pro Tem both approve the scheduling of a work session at another time.

SECTION TWO: THAT this amendment shall have an effective date of June 12, 2014.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Glen C. Robertson, Mayor

APPROVED AS TO FORM:

Mitch Satterwhite, Assistant City Attorney

RES.Evening Meetings 5.12.14

Regular City Council Meeting **7. 12.**

Meeting Date: 05/22/2014

Information

Agenda Item

Discuss and take action to remove members of the Electric Utility Board; and make appointments to fill any resulting vacancies.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, Mayor

Regular City Council Meeting **7. 13.**

Meeting Date: 05/22/2014

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Audit & Investment Committee, one appointment to the Board of Health, one appointment to the Park & Recreation Board, and one appointment to the Public Transit Advisory Board.

Item Summary

Consider one appointment to the Audit & Investment Committee, one appointment to the Board of Health, one appointment to the Park & Recreation Board, and one appointment to the Public Transit Advisory Board.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointments - Regular Session

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, MAY 22, 2014 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	AUDIT & INVESTMENT COMMITTEE	TRICE, RICK	06.01.14	N/A	CPA	REPLACE	N/A
	2	BOARD OF HEALTH	THOMAS, OLLIE	04.01.16	N/A		RESIGNED/REPLACE	N/A
	3	PARK & RECREATION BOARD	RAMIREZ, JERRY	05.01.14	63%		REAPPOINT	Y
	4	PUBLIC TRANSIT ADVISORY BOARD	SPEARS, DAVID	06.01.16	83%		REAPPOINT	Y

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/04/2010	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
02/01/2006	Bass	Mark	Male	Anglo	60+	Financial Planner	Pennington, Bass & Associates	3
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/17/2010	Berk	Shirley	Female	Anglo	50-59			6
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
10/28/2010	Bustos	Claudia	Female	Hispanic or Latino	30-39	Case Manager/Homeless	Community Health Center of Lubbock	1
03/05/2013	Castro	Joel	Male	Hispanic or Latino	50-59	Associate Superintendent	LISD	3
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
07/01/2010	Davenport	Cory	Male	Anglo		Graduate Student	Texas Tech University	6
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
02/17/2010	Dotts	Ted	Male	Anglo	60+			6
09/05/2013	Doyle	Casey	Male	Anglo	30-39	General Manager	Casey Carpet One	4
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
12/06/2010	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Edcuation Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/06/2006	Harvey	Larry	Male	Anglo	40-49	Architect	Chapman Harvey Architects	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
02/19/2010	Jones	Glenn	Male	Anglo	60+			5
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
	Ladd	Rusty	Male	Anglo		Judge	Lubbock County Courthouse	
02/22/2010	Letalien	Sharon	Female	Anglo	50-59	Registered Nurse LISD	Lubbock ISD	4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
11/03/2010	McClendon	Lynn	Female	Anglo	60+			4
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/02/2009	McMahon	Kevin	Male	Anglo		CPA		5
07/01/2003	Merritt	Earnest	Male	African-American		Youth Director	Texas Workforce Center	4
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
10/26/2010	Peel	James	Male	Anglo	30-39	Pastor	First Christian Church	4
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
01/13/2010	Satterwhite	Letha	Female	Anglo	50-59	Registered Nurse	University Medical Center	3
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
06/08/2004	Sepeda	Esther	Female	Hispanic or Latino		President/CEO	Lubbock Hispanic Chamber of Commerce	4
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
05/08/2013	Tinsley	Matt	Male	Anglo	40-49	Practice Administrator	Lubbock Surgical Associates	5
11/30/2010	Triplett	Douglass	Male	Anglo	60+	Adjunct Professor	Lubbock Christian University	6
11/18/2010	Vaughn	Denette	Female	Anglo	50-59	Attorney (Disability Law)	Advocacy, Inc.	5
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
02/20/2004	Warren	Steven	Male	Anglo	50-59	Engineer	(806) 748-4490	1
10/01/2007	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	8067982299	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
01/27/2011	Wilkes	Morris	Male	Anglo				
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

AUDIT & INVESTMENT COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	60.0% (3)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	20.0% (1)
Other	3.7%	4.0%	4.3%	20.0% (1)
GENDER				
Male	48.5%	47.0%	73.8%	60.0% (3)
Female	51.5%	53.0%	26.2%	40.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	20.0% (1)
District 3	16.3%	16.1%	13.6%	20.0% (1)
District 4	17.0%	17.0%	18.8%	0.0% (0)
District 5	16.7%	19.4%	29.0%	40.0% (2)
District 6	17.2%	19.9%	19.5%	20.0% (1)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:
Advisory committee to advise City Council in fulfilling its oversight responsibilities by assessing and making recommendations regarding the City's financial and performance audits, including the systems of internal control and the audit processes, findings, and recommendations.

QUALIFICATIONS: One member is selected by the Electric Utility Board; two members shall have a background in financial reporting, accounting, or auditing; and one member shall be a certified public accountant.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Trice, Rick (M,A,5)	CPA	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Rick Trice:
Terisa Clark (F,A,5) Trinity Church
Kevin McMahon (M,A,5)

Boards & Commissions Admin Site

Application #: 1762 **Entry Date: 12/2/2009** **Active?** ☑ **Last Login Date: 11/1/2013** << Application List

Email: kmcmahon@lubbockcpa.com Change Email

Personal Information **Edit**

Name: Mr. Kevin McMahon **Nick Name:** **District:** 5

Address: 4011 88th Place, Lubbock, TX 79423 **Phone:** 8067942866 (home)

Demographic Information **Edit**

Registered Voter: NO **Resident of Lubbock:** 0 year(s)

Ethnic Background: Anglo **Gender:** Male **Age:**

Work Information **Edit**

Occupation: CPA **Work Email:** kmcmahon@lubbockcpa.com **Fax Number:** **Business Telephone:** 8067950470

Business Name: **Business Address:** Lubbock, TX 79410

Experience and education or interest: **Edit**

NONE

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference **Add Preference**

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference **Add Reference**

Ref #	First Name	Last Name	Daytime Phone	Business Phone
No records to display.				

Agreement:

☐ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Referred By: **Edit**

Tom Martin

Current Service: Add To Board

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/23/2014**

Audit Committee

Date Updated	*Last Name*	*First Name*	*Gender M/F*	*Ethnicity A,H,AA,O*	*Age*	*Occupation*	*Business*	*District*
First Preference								
09/25/2012	Clark	Terisa	F	A	30-39	Accounting/CPA	Trinity Church	5
Second Preference								
Third Preference								
02/01/2008	Kitten	Randy	M	A	40-49	Banker	City Bank	5
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 39 *Audit Committee*						*Perm/Temp Board:* P
	Confidential	***Home***	***Business***			*Reappt Elig.*
Member			***Peoples Bank***	*Curr:*	**06/01/2012-06/01/2014**	***Y***
Member	Y	***6010 76th St***	***5820 82nd St***	*2nd:*	**08/26/2010-06/01/2012**	
Allen		***Lubbock, TX 79424***	***Lubbock, TX 79424***	*1st:*		
Mr. Larry						
Email:	Y	***8067983366***	***8067762000***	*Fax:*	***8067712268***	
lallen@peoplesbanktexas.com			***lallen@peoplesbanktexas.com***			
Member			***Blake Cooper Financial***	*Curr:*	**06/01/2013-06/01/2015**	***Y***
EUB Rep.	Y	***3315 21st Street***	***1001 Main Street, Ste. 802***	*2nd:*		
Blake		***Lubbock, TX 79410***	***Lubbock, TX 79401***	*1st:*		
Mrs. Suzanne						
Email:	Y	***8067927317***	***8067445511***	*Fax:*	***8067445510***	
sblake@blakecooperfinancial.com	Y	***8067900122***	***sblake@blakecooperfinancial.com***			
Member				*Curr:*	**06/01/2013-06/01/2015**	***Y***
Member	Y	***1701 East 26th Street***		*2nd:*	**06/01/2011-06/01/2013**	
Givens		***Lubbock, TX 79411***		*1st:*	**06/01/2009-06/01/2011**	
Mr. R.J.						
Email:	Y	***8067622967***	***8067638430***	*Fax:*		
givreal@aol.com	Y	***8067780824***	***givreal@aol.com***			
Member			***Lone Star State Bank***	*Curr:*	**06/01/2013-06/01/2015**	***Y***
Member	Y	***1416 Monticello Ave***	***6220 Milwaukee Ave.***	*2nd:*	**06/01/2011-06/01/2013**	
Roberts		***Lubbock, TX 79416***	***Lubbock, TX 79424***	*1st:*	**02/24/2011-06/01/2011**	
Ms. Melisa						
Email:	Y	***8067896188***	***8067717717***	*Fax:*		
mroberts@lonestartwtx.com			***mroberts@lonestartwtx.com***			
Chair			***Caraway, McMahon &***	*Curr:*	**06/01/2012-06/01/2014**	***Y***
CPA	Y	***8203 Dover Avenue***	***Company***	*2nd:*	**06/01/2010-06/01/2012**	
Trice		***Lubbock, TX 79424***	***7822 Orlando Avenue***	*1st:*		
Mr. Rick			***Lubbock, TX 79423***			
Email:	Y	***8067949406***	***8067950470***	*Fax:*	***8067927491***	
rtrice@lubbockcpa.com			***rtrice@lubbockcpa.com***			

BOARD OF HEALTH

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	66.7% (6)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	11.1% (1)
Other	3.7%	4.0%	4.3%	22.2% (2)
GENDER				
Male	48.5%	47.0%	73.8%	77.8% (7)
Female	51.5%	53.0%	26.2%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	11.1% (1)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	11.1% (1)
District 4	17.0%	17.0%	18.8%	11.1% (1)
District 5	16.7%	19.4%	29.0%	33.3% (3)
District 6	17.2%	19.9%	19.5%	33.3% (3)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:
Permanent advisory board which considers and makes recommendations to the City Council on any and all matters pertaining to the public health of the City.

QUALIFICATIONS: Members shall be resident citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Thomas, Ollie (M,AA,3)	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Ollie Thomas:
Claudia Bustos (F,H,1) Community Health Center of Lubbock

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN *Logout*

Boards & Commissions Admin Site

Application #: 1882 **Entry Date: 10/28/2010** **Active?** ☑ **Last Login Date: 11/1/2013** << Application List

Email: cbustos@chcl.tachc.org Change Email

Personal Information **Edit**

Name: Ms. Claudia Bustos **Nick Name:** **District:** 1

Address: 3013 East 2nd Place, Lubbock, TX 79403 **Phone:** 8064386766 (home)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 38 year(s)

Ethnic Background: Hispanic or Latino **Gender:** Female **Age:** 30-39

Work Information **Edit**

Occupation: Case Manager/Homeless & Migrant **Work Email:** cbustos@chcl.tachc.org **Fax Number:** 8067652604 **Business Telephone:** 8067652611 - 1024

Business Name: Community Health Center of Lubbock **Business Address:** Lubbock, TX 79401

Experience and education or interest: **Edit**

NONE

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference **Add Preference**

Pref #	Board	Qualification
No records to display.		

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference **Add Reference**

Ref #	First Name	Last Name	Daytime Phone	Business Phone
No records to display.				

Agreement:

☑ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Referred By: **Edit**

Current Service: Add To Board

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/23/2014**

Board of Health

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/27/2014	Benson	Eric	M	A	40-49	Infection Control RN	Lubbock State Supported Living Center	2
06/14/2006	Daughtry	Steve	M	A	40-49	Engineer	Allied Associates Consulting Engineers	4
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
11/01/2005	Kirby	John	M	A	50-59		KTXT-TV	5
05/26/2006	Perez	Jody	M	H	50-59		JMP Consultants	4
Second Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
05/05/2009	Bloodworth	David	M	A	50-59	Commercial Real Estate Agent	Coldwell Banker Commerical	4
Third Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
Fourth Preference								
03/05/2014	Bowley	Bryce	M	A	18-29	Audit Manager, CPA, CFE	Robinson Burdette Martin & Seright, LLP	5
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5
Fifith Preference								
Sixth Preference								

Committee # 4	*Board of Health*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Chair				*Curr:*	04/01/2013-04/01/2016	*Y*
Citizen	Y	*3709-22nd Place, Suite C*		*2nd:*	04/01/2010-04/01/2013	
Carr		*Lubbock, TX 79410*		*1st:*		
Dr. Brian						
Email:	Y	*(806) 787-0761*	*8067953911*	*Fax:*	*8067952315*	
bha@healingtalk.com	Y	*(806) 787-0761*	*bha@healingtalk.com*			
Member			*Pulmonary Associates*	*Curr:*	04/01/2013-04/01/2016	*N*
Citizen	Y	*5010 21st St.*	*3621 22nd Street, Suite*	*2nd:*	04/01/2010-04/01/2013	
Chekuru		*Lubbock, TX 79407*	*400*	*1st:*		
Dr. Naidu			*Lubbock, TX 79410*			
Email:	Y	*8067962852*	*8067918484*	*Fax:*	*8067918438*	
naidukc1@suddenlink.net	Y	*8064412055*	*naidukc1@suddenlink.net*			
Member				*Curr:*	04/01/2013-04/01/2016	*N*
Citizen	N	*8502 Oxford Avenue*		*2nd:*	04/01/2010-04/01/2013	
Culp		*Lubbock, TX 79423*		*1st:*		
Dr. Wayne						
Email:	N	*8067949109*		*Fax:*	*8067948993*	
cwculp@suddenlink.net			*cwculp@suddenlink.net*			
Secretary/Treasurer			*8067931939*	*Curr:*	04/01/2013-04/01/2016	*N*
Citizen	Y	*1924 31st Street*	*3411 20th Street*	*2nd:*	09/27/2010-04/01/2013	
Epstein		*Lubbock, TX 79411*	*Lubbock, TX 79410*	*1st:*		
Dr. Anne						
Email:	Y	*(806) 765-6751*	*8067931939*	*Fax:*	*(806) 793-1952*	
acepstein@sbcglobal.net	Y	*(806) 777-1888*	*acepstein@sbcglobal.net*			
Member				*Curr:*	04/01/2012-04/01/2015	*N*
Citizen	N	*4601 88th St*		*2nd:*	04/01/2009-04/01/2012	
Hentges		*Lubbock, TX 79424*		*1st:*	04/01/2006-04/01/2009	
Ms. Kae						
Email:	N	*8067945529*		*Fax:*		
KAEHENTGES@YAHOO.COM	Y	*8062810321*				
Member				*Curr:*	04/01/2014-04/01/2017	*N*
Citizen	N	*P.O. Box 1678*		*2nd:*	04/01/2011-04/01/2014	
May **MD**		*Lubbock, TX 79408*		*1st:*	01/09/2006-04/01/2009	
Dr. Donald						
Email:	Y	*(806) 721-5941*		*Fax:*	*8067915942*	
donaldrmay@sbcglobal.net	Y	*(806) 543-0672*				
Member			*Texas Tech University*	*Curr:*	04/01/2012-04/01/2015	*Y*
Citizen	Y	*4612 10th Street*	*Box 41163*	*2nd:*		
Presley		*Lubbock, TX 79416*	*Lubbock, TX 79409*	*1st:*		
Dr. Steven						
Email:	Y	*8067852527*	*8068850236*	*Fax:*	*8068852132*	
steve.presley@tiehh.ttu.edu			*steve.presley@tiehh.ttu.edu*			
Member				*Curr:*	04/01/2012-04/01/2015	*N*
Citizen	N	*6038 75th Street*		*2nd:*	04/01/2009-04/01/2012	
Reid		*Lubbock, TX 79424*		*1st:*		
Dr. Ted						
Email:	N	*8067944967*	*8067432417*	*Fax:*		
ted.reid@ttuhsc.edu	Y	*5129131898*	*ted.reid@ttuhsc.edu*			
Member			*Walgreen Company*	*Curr:*	04/01/2013-04/01/2016	*Y*
Citizen	Y	*5537 50th Street #2010*	*6502 Slide Road #409*	*2nd:*	11/29/2012-04/01/2013	
Thomas **Jr.**		*Lubbock, TX 79414*	*Lubbock, TX 79424*	*1st:*		
Mr. Ollie						

Committee # 4	*Board of Health*	*Perm/Temp Board:* P

	Confidential	***Home***	***Business***		*Reappt Elig.*
Email: olliethomasjr@gmail.com	Y	***4404790395***	***8067838307***	***Fax:*** ***8067838376***	
			ollie.thomas@walgreens.com		

PARK AND RECREATION BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	66.7% (6)
Hispanic	32.6%	27.6%	9.6%	22.2% (2)
African-American	8.7%	7.4%	9.0%	11.1% (1)
Other	3.7%	4.0%	4.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	73.8%	66.7% (6)
Female	51.5%	53.0%	26.2%	33.3 (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	11.1% (1)
District 2	16.4%	12.7%	4.6%	11.1% (1)
District 3	16.3%	16.1%	13.6%	33.3% (3)
District 4	17.0%	17.0%	18.8%	22.2% (2)
District 5	16.7%	19.4%	29.0%	11.1% (1)
District 6	17.2%	19.9%	19.5%	11.1% (1)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:
Advisory board responsible for providing a balanced recreation and open-space program for the City of Lubbock. Includes planning, construction and maintenance of all parks, buildings and facilities necessary to provide this program.

QUALIFICATIONS: If possible, five of the nine members of the board shall be appointed from technical fields: civil engineering; design and applied arts; park and recreation management, horticulture, landscape architecture, or a related field; any technical field appropriate to the Canyon Lakes Project or other park operations; and a person who has a knowledge, understanding or interest in the operation of a cemetery.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Ramirez, Jerry (M,H,4)	63%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
Reappoint Jerry Ramirez

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/23/2014**

Park and Recreation Board

Date Updated	*Last Name*	*First Name*	*Gender M/F*	*Ethnicity A,H,AA,O*	*Age*	*Occupation*	*Business*	*District*
First Preference								
Second Preference								
04/04/2013	Dickerson	Brent	M	A	30-39	Teacher	Slaton HS	5
03/25/2014	Duke	Aundi	F	A	30-39	Event Coordinator	McPherson Cellars	3
04/02/2014	Holeman	Terry	M	A	50-59	Land Planning Consultant	Hugo Reed and Associates, Inc.	4
04/18/2011	Trost	Theresa	F	A	60+			3
Third Preference								
Fourth Preference								
03/04/2014	Mendoza	Jesus	M	H	30-39	commercial lender	First Bank & Trust	6
Fifith Preference								
02/19/2014	Bass	Totsey	M	AA	50-59	Case Manager	StarCare Specialty Health System	5
Sixth Preference								

Committee #	*20*	*Park and Recreation Board*	*Perm/Temp Board:*	**P**

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Citizen **Bridges** **Ms. Beth**	N	*5226 94th Street* *Lubbock, TX 79424*	*South Plains Mall* *6002 Slide Road, Suite 68208* *Lubbock, TX 79414*	*Curr:* *2nd:* *1st:*	**05/01/2013-05/01/2015**	***Y***
Email: beth.bridges@macerich.com	N N	*8067948825* *8063681734*	*8067924654* *beth.bridges@macerich.com*	*Fax:*	***8067992331***	
Member Citizen **Cervantez** **Mr. John P.**	N	*1904 East Auburn* *Lubbock, TX 79403*	*,*	*Curr:* *2nd:* *1st:*	**05/01/2012-05/01/2014**	***Y***
Email:	N	*8067441654*	*NoActiveEmailToFile@boards.com*	*Fax:*		
Member Citizen **Douglass** **Mr. James**	N	*3020 60th Street* *lubbock, TX 79413*	*Texas Tech Alumni Association* *Box 45001-ttu* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	**05/01/2013-05/01/2015**	***Y***
Email: jim.douglas@ttu.edu	N	*8067905463*	*8067423641* *jim.douglas@ttu.edu*	*Fax:*	***8067420283***	
Member Citizen **Laverty** **Mr. Peter**	N	*2101 26th Street* *Lubbock, TX 79411*	*UMC Health System* *602 Indiana Ave* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	**05/01/2013-05/01/2015**	***Y***
Email: peter.laverty@umchealthsystem.com	N N	*8067639155* *8062410269*	*(806) 775-8760* *peter.laverty@umchealthsystem.com*	*Fax:*	***(806) 775-8734***	
Member Citizen **McAdoo** **Mr. Alex**	Y	*3001 Aberdeen Ave.* *Lubbock, TX 79407*	*8068854910* *9421 W. 4th Street* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	**05/01/2012-05/01/2014** **05/01/2010-05/01/2012** **05/01/2008-05/01/2010**	***N***
Email: afmcadoo@gmail.com	Y	*(806) 702-4952*	*8068854910* *afmcadoo@gmail.com*	*Fax:*		
Vice Chair Citizen **Pitcock** **Ms. Karen**	N	*10210 Orlando Avenue* *Lubbock, TX 79423*		*Curr:* *2nd:* *1st:*	**05/01/2012-05/01/2014**	***Y***
Email: khpitcock@gmail.com	N	*8067958874*		*Fax:*		
Chair Citizen **Ramirez** **Mr. Jerry**	Y	*3804 56th Street* *Lubbock, TX 79413*	*First Baptist Church* *2201 Broadway* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	**05/01/2012-05/01/2014** **05/01/2010-05/01/2012** **04/14/2002-04/14/2004**	***Y***
Email: jerry@fbclubbock.org	N Y	*(806) 745-4320* *(806) 549-0034*	*First Baptist* *jerry@fbclubbock.org*	*Fax:*	***(806) 740-3707***	
Member Citizen **Scarborough** **Mr. Scott**	N	*3106 22nd Street* *Lubbock, TX 79410*		*Curr:* *2nd:* *1st:*	**05/01/2013-05/01/2015** **05/01/2011-05/01/2013**	***Y***
Email:	N	*8067996694*	*8067993677*	*Fax:*		
Member Citizen **Tomlinson** **Ms. Susan**	N	*2809 22nd Street* *Lubbock, TX 79410*		*Curr:* *2nd:* *1st:*	**08/22/2013-05/01/2014**	***Y***

Committee #	*20*	*Park and Recreation Board*	*Perm/Temp Board:*	**P**

	Confidential	***Home***	***Business***		*Reappt Elig.*
Email:	N	***8067936019***	***8067421828***	***Fax:***	
stomlinson12@yahoo.com	N	***8064412893***	***susan.tomlinson@ttu.edu***		

PUBLIC TRANSIT ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	50.0% (4)
Hispanic	32.6%	27.6%	9.6%	12.5% (1)
African-American	8.7%	7.4%	9.0%	25.0% (2)
Other	3.7%	4.0%	4.3%	12.5% (1)
GENDER				
Male	48.5%	47.0%	73.8%	75.0% (6)
Female	51.5%	53.0%	26.2%	25.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	12.5% (1)
District 2	16.4%	12.7%	4.6%	25.0% (2)
District 3	16.3%	16.1%	13.6%	12.5% (1)
District 4	17.0%	17.0%	18.8%	25.0% (2)
District 5	16.7%	19.4%	29.0%	25.0% (2)
District 6	17.2%	19.9%	19.5%	0.0% (0)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:
Studies routes and fares, and promotes the use of Citibus, a public transit service managed by McDonald Transit Associates, Inc., under a contract with the City.

QUALIFICATIONS: Members appointed shall be residents of Lubbock at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Spears, David (M,A,4)	83%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint David Spears

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/23/2014**

Public Transit Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
08/04/2011	Kotal	Clinton	M	A	18-29	Self Employed	KN Construction Group	4
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
05/13/2008	Preston	Brent	M	A	18-29		1800JunkMax, RE Broker	4
08/22/2006	Stephenson	Marion	M	A	40-49		Jake's Sports Bar	5
Second Preference								
01/25/2010	Brink	Pamela	F	A	60+	Business Owner	Associated Author & Editors	3
11/01/2006	Huerta	Luis	M	H	40-49	Life Insurance Sales	AFLAC	5
02/08/2010	Tidwell	Joseph	M	A	18-29	Project Manager	Tao Development Group	3
Third Preference								
10/09/2009	Grossi	Cary	M	A	30-39	Funeral Director / General Manager	Resthaven Funeral Home - Memorial Park	5
03/01/2008	Hester	Steve	M	A	50-59	Forms Manufacturing	Caprock Business Forms	5
11/01/2010	Jordan	Carolyn	F	A	60+	Pastor	Christ United Methodist Church	5
04/29/2008	Oatman	Mark	M	A		Financial Advisor	Merrill Lynch	3
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5
09/01/2013	Walline	Barbara	F	A			Retired	2
Fourth Preference								
05/05/2009	Bloodworth	David	M	A	50-59	Commercial Real Estate Agent	Coldwell Banker Commerical	4
02/01/2010	Brenner	Ivey	M	A	18-29	Real Estate Development	Tao Development Group	6
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
06/01/2012	Coke	Christopher	M	A	40-49		American State Bank	3
10/23/2012	Hankson	Charles	M	AA	60+	Retired	Goulds Pump	
Fifith Preference								
Sixth Preference								
03/05/2008	Jones	Maine	F	A	18-29	HR Officer	Peoples Bank	5

Committee # 24 Public Transit Advisory Board — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Citizen **Bennett** **Mr. Bryan**	N	***6916 Fulton Ave Lubbock, TX 79424***	***Caraway, McMahon & Co 7822 Orlando Lubbock, TX 79424***	*Curr:* *2nd:* *1st:*	**06/01/2012-06/01/2015** **06/01/2009-06/01/2012**	***Y***
Email: bbennett@cmcllp.com	N	***8067981181***	***8067950470 bbennett@cmcllp.com***	*Fax:*	***8067927491***	
Member Citizen **Finley** **Ms. Cindy**	Y	***4831 52nd Street Lubbock, TX 79414***		*Curr:* *2nd:* *1st:*	**06/01/2013-06/01/2016** **06/01/2010-06/01/2013**	***Y***
Email: cpfinley@sbcglobal.net	N	***8067950216***	***cpfinley@sbcglobal.net***	*Fax:*		
Member Citizen **Gonzales** **Mr. Julio**	N	***3610 42nd Street Lubbock, TX 79413***		*Curr:* *2nd:* *1st:*	**06/01/2012-06/01/2015**	***Y***
Email:	N	***8062412923***	***8067122000***	*Fax:*		
Chair Citizen **Jacobus** **Mr. Jay**	Y	***6811 Rochester Avenue Lubbock, TX 79424***	***Scarborough Specialties 10501 Indiana Avenue Lubbock, TX 79423***	*Curr:* *2nd:* *1st:*	**06/01/2012-06/01/2015** **01/27/2011-06/01/2012** **06/01/2007-06/01/2010**	***Y***
Email: jay@scarspec.som	N	***8067950473***	***8067929925 jay@scarspec.som***	*Fax:*	***8067929927***	
Member Citizen **Jefferson** **Ms. Margie**	N	***1906 58th Street Lubbock, TX 79412***	***Durham School Services 5501 MLK Blvd. Lubbock, TX 79410***	*Curr:* *2nd:* *1st:*	**06/01/2013-06/01/2016** **10/13/2011-06/01/2013**	***Y***
Email: margie_jefferson@yahoo.com	N	***8065445880***	***8067661616 margie_jefferson@yahoo.com***	*Fax:*		
Member Citizen **Patterson** **Mr. T.J.**	N	***2405 Globe Avenue Lubbock, TX 79404***	***Southwest Digest 902 E. 28th Street Lubbock, TX 79404***	*Curr:* *2nd:* *1st:*	**06/01/2013-06/01/2016** **01/26/2012-06/01/2013**	***Y***
Email: swdigest@sbcglobal.net	N	***8067449714***	***8067623612 swdigest@sbcglobal.net***	*Fax:*	***8067624605***	
Vice Chair Citizen **Spears** **Mr. David**	N	***3805 69th Street Lubbock, TX 79413***		*Curr:* *2nd:* *1st:*	**06/01/2011-06/01/2014** **11/10/2000-11/10/2003** **10/09/1997-11/10/2000**	***Y***
Email: dhspears@suddenlink.net	N	***8067993593***	***8065436136***	*Fax:*		
Member Ex-Officio **Young** **Mr. Reed**	N	***2406 30th Street Lubbock, TX 79411***		*Curr:* *2nd:* *1st:*	**11/16/2013-11/16/2016**	***N***
Email:	N	***3253704311***		*Fax:*		


City of
Lubbock
TEXAS

Regular City Council Meeting **8. 1.**

Meeting Date: 05/22/2014

Information

Agenda Item

Discuss and take action regarding the barricading of streets adjacent to the Omni Building located at 1206 14th Street.

Item Summary

Fiscal Impact

Staff/Board Recommending

Regular City Council Meeting **8. 2.**

Meeting Date: 05/22/2014

Information

Agenda Item

Consider and discuss options concerning the future paving of East 66th Street.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Floyd Price, Councilman, District 2

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts. Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.