City of Lubbock, Texas
Regular City Council Meeting
Thursday, April 24, 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
Mitch Satterwhite, Interim City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

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

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

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

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.4.

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

1. **Executive Session**

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

1. 1. 1. Discuss 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.

2. **Proclamations and Presentations**

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

2. 2. Pledges of Allegiance

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

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

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

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

2. 7. **Board Recognitions:**

Animal Services Advisory Board:
Eric Cunningham
Bill Young

Urban Renewal & Neighborhood Redevelopment Commission:
John Ashe

Zoning Board of Adjustment:
Joe McKay

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

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

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

REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT

4. **Minutes**

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

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

5. 1. **Budget Ordinance Amendment 1st Reading - Finance**: Consider Budget Ordinance Amendment 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**: Consider Budget Ordinance 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**: Consider Budget Ordinance 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.

5. 4. **Resolution - Public Works Engineering:** Consider a resolution 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.

5. 5. **Resolution – Public Works Engineering**: Consider a resolution 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**: Consider a resolution 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**: Consider a resolution authorizing the Mayor to execute contract 11785 with Viking Construction, Inc. for the 2014 Micro-Surfacing Project, RFP 14-11785-DG.

5. 8. **Ordinance 2nd Reading – Right-of-Way**: Consider Ordinance 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**: An ordinance 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:** Consider an ordinance 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**: Consider a resolution 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:** Consider a resolution 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).

5. 13. **Resolution - Community Development:** Consider a resolution 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.

5. 14. **Resolution - Community Development:** Consider a resolution 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.

5. 15. **Resolution - Transit:** Consider a resolution authorizing the Mayor to execute contract 11692 with Henthorn Commercial Construction for renovations to Citibus Depot Facilities, RFP 14-11692-DG.

5. 16. **Resolution - Solid Waste:** Consider a resolution 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**: Consider a resolution authorizing the Mayor to execute purchase order contract 31018899 with Scoggin-Dickey Chevrolet-Buick for a Cutaway Van and SUVs, ITB 14-11758-DT.

5. 18. **Resolution - Fleet Services:** Consider the resolutions 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.

5. 19. **Resolution - Aviation:** Consider a resolution 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:** Consider a resolution approving a program or expenditure by the Lubbock Economic Development Alliance to be provided to Kiromic LLC, for economic development purposes.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning**: Consider a request for 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.

6. 2. **Public Hearing 6:30 p.m. – Planning**: Consider a request for 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.

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.

6. 4. **Public Hearing 6:30 p.m. – Planning**: Consider a request for 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.

6. 5. **Public Hearing 6:30 p.m. – Planning**: Consider a request for 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.

6. 6. **Public Hearing 6:30 p.m. – Planning**: Consider a request for 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.

6. 7. **Public Hearing 6:30 p.m. – Planning**: Consider a request for 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.

6. 8. **Public Hearing 6:30 p.m. – Planning**: Consider a request for 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.

6. 9. **Public Hearing 6:30 p.m. – Planning**: Consider a request for 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.

6. 10. Dedicated Public Comment for Item 6.11.

6. 11. **Ordinance 2nd Reading – Planning**: Consider Ordinance 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.

6. 12. **Ordinance 2nd Reading - Mayor Pro Tem Karen Gibson**: Consider Ordinance 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.

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.

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.

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.

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.

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

8. **Open Citizen Comment**

City of
Lubbock
TEXAS

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TEXAS

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, APRIL 24, 2014 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	JUNKED VEHICLE COMPLIANCE BOARD	CANTRELL, JIMMY	05.01.14	N/A		REPLACE	N/A
			TEINERT, MELISSA	05.01.14	N/A		REPLACE	N/A
*	2	LAKE ALAN HENRY BOARD OF APPEALS	BARNES, MELANIE	05.01.14	N/A	LUBBOCK CITIZEN	REPLACE	N/A
			MOOSE, RONALD	05.01.14		LAKE ALAN HENRY PROP. OWNER	REAPPOINT	Y
			RILEY, NOLAN	05.01.14		LAKE ALAN HENRY PROP. OWNER	REAPPOINT	Y
*	3	URBAN RENEWAL& NEIGHBORHOOD REDEVELOPMENT COMMISSION	NUGENT, SHERI	04.01.14	0%	ACCOUNTANT	REAPPOINT/REPLACE	Y
*	4	WATER BOARD OF APPEALS	BASOM, WILLIAM	05.01.14	80%	GOVERNMENT WATER ENTITY	REAPPOINT	Y
			FRIEND, SIDNEY	05.01.14	80%	TOP 100 WATER USER	REAPPOINT	Y
			McCARTY, HARVEY	05.01.14	70%	LICENSED IRRIGATOR	REAPPOINT	Y
			OLIVER, TIM	05.01.14	N/A	LANDSCAPE ARCHITECT	REPLACE	N/A
*	5	ZONING BOARD OF ADJUSTMENT	VACANT	02.01.16	N/A	ALTERNATE	REPLACE D.NAEGELE	N/A

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

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
11/29/2010	Pope	Catherine	Female	Anglo	60+	CEO	Lubbock Regional MHMR Center	6
	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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
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
01/27/2011	Warnick	J.Q.	Male	Anglo	60+			4
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

JUNKED VEHICLE COMPLIANCE BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	55.5%	73.4%	100.0% (5)
Hispanic	32.6%	32.3%	10.1%	0.0% (0)
African-American	8.7%	8.7%	10.1%	0.0% (0)
Other	3.7%	3.5%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	80.0% (4)
Female	51.5%	53.0%	24.7%	20.0% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	15.0%	10.1%	20.0% (1)
District 2	16.4%	14.6%	4.1%	0.0% (0)
District 3	16.3%	16.4%	13.3%	0.0% (0)
District 4	17.0%	17.5%	20.6%	20.0% (1)
District 5	16.7%	19.0%	27.5%	20.0% (1)
District 6	17.3%	17.5%	19.3%	40.0% (2)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Permanent board with Officer of City status. Holds required public hearings prior to the removal of junk vehicles as nuisances under Chapter 16, Article XIII of the Code of Ordinances, when hearings are requested by owners/occupants of premises affected or by the zoning and environmental control administrator of the City of Lubbock.

QUALIFICATIONS: All members appointed shall be resident citizens of Lubbock at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Cantrell, Jimmy (M,A,6)	N/A	N/A	Replace
Teinert, Melissa (F,A,1)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATION:
Rebecca Laurent (F,H,3) The Music Studio
Kurt Metcalf (M,A,5) Overton Hotel
Esther Pena (F,H,5) Americgroup

STAFF RECOMMEDATION:
Rebecca Laurent (F,H,3) The Music Studio

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/7/2014**

Junked Vehicle Compliance Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
06/14/2012	Metcalf	Kurt	M	A	50-59	General Manager	Overton Hotel	5
09/29/2005	Pena	Esther	F	H	30-39	Sales & Marketing Manager	Amerigroup	5
10/23/2012	Winter	Kyle	M	A	30-39	Attorney	McClesky, Harriger, Brazill & Graf	4
Second Preference								
Third Preference								
05/13/2010	Davidson	Lea	F	A	50-59	Coordinator Special Events	Texas Tech University	3
Fourth Preference								
11/13/1997	Bounds	Jack	M	A	60+	Investments	Jack Bounds Investments	2
Fifith Preference								
Sixth Preference								

Committee # 45 Junked Vehicle Compliance Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member				Curr:	05/01/2012-05/01/2014	Y
Cantrell	Y	6202 4th Street #13 Lubbock, TX 79416		2nd: 1st:		
Mr. Jimmy						
Email: jim.cantrell@att.net	Y	8067881931	jim.cantrell@att.net	Fax:		
Member			Prosperity Bank	Curr:	05/01/2013-05/01/2015	Y
Howard	N	3408 Manioca Road Lubbock, TX 79403	1401 Avenue Q Lubbock, TX 79401	2nd: 1st:	05/31/2011-05/01/2013	
Mr. David						
Email: david.howard@raymondjames.com	N N	8067412384 8064410669	8067412283 david.howard@prosperitybankusa.com	Fax:	8067445652	
Member			Peoples Bank	Curr:	05/01/2013-05/01/2015	Y
Leist	Y	4409 110th St Lubbock, TX 79424	5820 82nd Street Lubbock, TX 79424	2nd: 1st:		
Mr. Stephen						
Email: sleist@peoplesbanktexas.com	Y	8065356119	8067940044 sleist@peoplesbanktexas.com	Fax:	8067949262	
Chair				Curr:	05/01/2013-05/01/2015	N
Strawn	Y	5427 68th St Lubbock, TX 79424		2nd: 1st:	05/01/2011-05/01/2013 05/14/2009-05/01/2011	
Mr. Ronald						
Email: rstrawn3@suddenlink.net	Y N	8067921536 8067893872	rstrawn3@suddenlink.net	Fax:		
Vice Chair			McCleskey, Harriger,	Curr:	05/01/2012-05/01/2014	N
Teinert	N	3409 Mesa Road Lubbock, TX 79403	Brazill & Graf P.O. Box 6170 Lubbock, TX 79493	2nd: 1st:	05/10/2011-05/01/2012	
Mrs. Melissa						
Email: mteinert@aol.com	N N	8067658330 8067909000	8067967300 mteinert@mhbg.com	Fax:	8067967365	

Lake Alan Henry Board of Appeals

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	87.5% (7)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	12.5% (1)
GENDER				
Male	48.5%	47.0%	75.3%	75.0% (6)
Female	51.5%	53.0%	24.7%	25.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	12.5% (1)
District 4	17.0%	17.0%	20.6%	0.0% (0)
District 5	16.7%	19.4%	27.5%	37.5% (3)
District 6	17.2%	19.9%	19.3%	25.0% (2)
Other/Unknown	0.0%	0.0%	5.1%	25.0% (2)

PURPOSE:
Review applications for permits for new construction or requests for variances to exisiting construction within (i) the Restrictive Easement, as to matters set forth in the Regulations for New Construction or Variance; (ii) the Flood Easement and Restrictive Easement, as to matters set forth in the Lake Alan Henry Erosion Control Plan; and (iii) the Lake, as solely concerns platforms.

QUALIFICATIONS: Three members shall be resident citizens of Lubbock at the time of their appointment and during their term of office. Three members shall be property owners at Lake Alan Henry at the time of their appointment and during their term of office. One member shall be a resident citizen of Lubbock and a property owner at Lake Alan Henry at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Barnes, Melanie (F,A,3)	LBB Citizen	N/A	N/A	Replace
Moose, Ronald (M,A,7)	LAH Prop. Owner		Y	Reappoint
Riley, Nolan (M,O,7)	LAH Prop. Owner		Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Melanie Barnes:
Tim Oliver (M,A,6) Oliver Landscape

Lake Alan Henry Board of Appeals – Continued:

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS – CONTINUED:
To reappoint Ronald Moose and Nolan Riley

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/7/2014**

Lake Alan Henry Board of Appeals

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
08/03/2004	Seideman	Cyd	F	A	50-59	CPA	Beakley & Assoc	3
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 53 *Lake Alan Henry Board of Appeals* *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Citizen **Barnes** **Dr. Melanie**	N	*2815 23rd St* *Lubbock, TX 79410*	*Texas Tech University* *Geosciences* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	05/08/2012-05/08/2014 05/08/2010-05/08/2012 01/14/2010-05/08/2010	*N*
Email: melanie.barnes@ttu.edu	N N	*(806) 793-0448* *(806) 928-1098*	*(806) 928-1098* *melanie.barnes@ttu.edu*	*Fax:*		
Vice Chair **Duncan** **Mr. Ray**	N	*6010 101st Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	05/08/2013-05/08/2015 05/08/2011-05/08/2013	*Y*
Email: rayatthelake@gmail.com	N N	*8067991973* *8065488121*	*rayatthelake@gmail.com*	*Fax:*		
Member **Moose** **Mr. Ronald**	N	*4403 Woodhollow Dr.* *Midland, TX 79707*	*Power Line Services* *1031 Andrews Hwy. Ste 450* *Midland, TX 79701*	*Curr:* *2nd:* *1st:*	08/23/2012-05/08/2014	*Y*
Email: rmoose@tesscousa.com	N N	*0000000000* *4325573156*	*4326821991* *rmoose@tesscousa.com*	*Fax:*	*4326868971*	
Member **Riley** **Mr. Nolan**	N	*803 A Quail Road* *Lubbock, TX 79407*	*Reber Vision Center* *3104 Indiana Avenue* *Lubbock, TX 79410*	*Curr:* *2nd:* *1st:*	05/08/2012-05/08/2014 03/22/2011-05/08/2012	*N*
Email: nolanrileyod@gmail.com	N	*8068855290*	*8067931927* *nolanrileyod@gmail.com*	*Fax:*	*8067914077*	
Member Citizen **Rose** **Mr. James**	N	*111 N. Milwaukee Ave* *Lubbock, TX 79416*	*Kidney Disease Associates* *1607 W Loop 289* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	05/08/2013-05/08/2015	*Y*
Email: toddrose67@hotmail.com	N N	*8063686010* *8065771325*	*8067992991* *toddrose67@hotmail.com*	*Fax:*	*8067935331*	
Member Citizen **Strong** **Mr. Trey**	N	*11505 Topeka Avenue* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	08/23/2012-05/08/2014	*Y*
Email:	N	*8066986285*		*Fax:*		
Chair LBB Citizen & LAH Property Ow **Wharton** **Ms. Connie**	Y	*4708 16th Street* *Lubbock, TX 79416*		*Curr:* *2nd:* *1st:*	05/08/2013-05/08/2015 05/08/2011-05/08/2013 09/10/2009-05/08/2011	*Y*
Email: connie.wharton@gmail.com	Y N	*8067959084* *8065355374*	*connie.wharton@gmail.com*	*Fax:*		

URBAN RENEWAL / NEIGHBORHOOD REDEVELOPMENT COMMISSION

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	55.6% (5)
Hispanic	32.6%	27.6%	10.1%	11.1% (1)
African-American	8.7%	7.4%	10.1%	22.2% (2)
Other	3.7%	4.0%	6.3%	11.1% (1)
GENDER				
Male	48.5%	47.0%	75.3%	66.7% (6)
Female	51.5%	53.0%	24.7%	33.3% (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	11.1% (1)
District 3	16.3%	16.1%	13.3%	11.1% (1)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	33.3%(3)
District 6	17.2%	19.9%	19.3%	11.1% (1)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

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

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

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Nugent, Sheri (F,A,1)	Accountant	0%[1]	N/A	Reappoint/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Sheri Nugent:
Bryce Bowley (M,A,5) Robinson, Burdette Martin, & Seright LLP.

[1] URNRC had 1 meeting in the most recent 12 months. Ms. Nugent was not able to make it, and her absence was excused. She currently serves as the Chair.

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/7/2014

Urban Renewal / Neighborhood Redevelopment Commission

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/05/2014	Bowley	Bryce	M	A	18-29	Audit Manager, CPA, CFE	Robinson Burdette Martin & Seright, LLP	5
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 19 Urban Renewal / Neighborhood Redevelopment Commission — *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Vice Chair Engineer **Borhani** **Mr. Marcus**	N	*4504 9th Street* *Lubbock, TX 79416*	*X-Fab Texas, Inc* *2301 N. University* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	03/01/2013-03/01/2015 12/06/2012-03/01/2013	*Y*
Email: marcus.borhani@xfab.com	N	*8067947115*	*8067474400* *marcus.borhani@xfab.com*	*Fax:*	*8067473111*	
Member Banker **Cable** **Ms. Larissa**	Y	*5713 80th Street* *Lubbock, TX 79424*	*Prime West Mortgage* *7806 Indiana Avenue* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	03/01/2013-03/01/2015	*Y*
Email: larissa_gordon23@yahoo.com	Y	*8068312840*	*8067882805* *lcable@primewestcorp.com*	*Fax:*	*8067937602*	
Member Citizen **Chapa** **Mr. David**	N	*6824 Hyden* *Lubbock, TX 79424*	*texas tech* *Main & Flint* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	03/01/2014-03/01/2016	*Y*
Email: d.chapa@ttu.edu	N	*(806) 783-0880*	*texas tech* *d.chapa@ttu.edu*	*Fax:*	*(806) 742-0147*	
Member Real Estate Agent **Givens** **Mr. R.J.**	Y	*1701 East 26th Street* *Lubbock, TX 79411*		*Curr:* *2nd:* *1st:*	03/01/2012-03/01/2014 03/01/2010-03/01/2012	*N*
Email: givreal@aol.com	Y Y	*8067622967* *8067780824*	*8067638430* *givreal@aol.com*	*Fax:*		
Member Legal **Hunter** **Mr. Patrick**	Y	*3019 109th Street* *Lubbock, TX 79423*	*Texas Dept. of Criminal Justice* *8602 Peach Street* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	03/01/2013-03/01/2015 08/23/2012-03/01/2013	*Y*
Email: patrick.hunter1@suddenlink.net	Y	*8067452537*	*8067451021* *patrick.hunter1@suddenlink.net*	*Fax:*		
Secretary/Treasurer Citizen **Kiesling** **Ms. Juanita**	N	*5111 97th St* *Lubbock, TX 79424*	*WestMark, Realtors* *4105 84th St* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	03/01/2013-03/01/2015 03/01/2011-03/01/2013	*Y*
Email: nkiesling@westmarkcommercial.com	Y Y	*8067942618* *8062393540*	*8067943300* *nkiesling@westmarkcommercial.com*	*Fax:*	*8067945550*	
Member Accountant **Nugent** **Ms. Sheri**	Y	*903 East Kent* *Lubbock, TX 79403*	*Lubbock Chamber of Commerce* *1301 Broadway, Suite 101* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	03/01/2012-03/01/2014 03/01/2010-03/01/2012	*Y*
Email: sheri.nugent@lubbockbiz.org	Y	*8067897903*	*8067617004* *sheri.nugent@lubbockbiz.org*	*Fax:*	*8067617013*	
Member Citizen **Stanley** **Mr. Maurice**	N	*3801 25th Street* *Lubbock, TX 79410*		*Curr:* *2nd:* *1st:*	03/01/2014-03/01/2016 03/01/2012-03/01/2014 09/08/2011-03/01/2012	*N*
Email:	N N	*8067939872* *8062414839*		*Fax:*		
Chair Residential Construction **Vitale** **Mr. Jeffrey**	Y	*4422 79th Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	03/01/2013-03/01/2015 03/01/2011-03/01/2013 03/01/2009-03/01/2011	*Y*
Email: brandijeff@hotmail.com	Y	*8067959765*	*8062410282* *brandijeff@hotmail.com*	*Fax:*		

WATER BOARD OF APPEALS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	85.7% (6)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	14.3% (1)
Other	3.7%	4.0%	3.8%	0.0% (0)
GENDER				
Male	48.5%	49.0%	73.2%	100.0% (7)
Female	51.5%	51.0%	26.8%	0.0% (0)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	0.0% (0)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	14.3% (1)
District 4	17.0%	17.0%	21.3%	14.3% (1)
District 5	16.7%	19.4%	28.7%	42.9% (3)
District 6	17.3%	19.9%	16.6%	28.6% (2)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:
Officer of City status, determines the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of Sec. 28-44 of the Code of Ordinances and to determine exceptions to the requirements of Sec. 28.45.

QUALIFICATIONS: One or more representatives from the following named areas of expertise: licensed irrigator, landscape architect, a representative of the public education system, top 100 water users from the City water system, a representative from water related governmental entities or authorities (such as Canadian River Municipal Water Authority, Brazos River Authority, High Plains Underground Water Conservation District 1, etc.), and two citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Basom, William (M,A,6)	Govt. Water Entity	80%	Y	Reappoint
Friend, Sidney (M,A,7)	Top 100 Water User	80%	Y	Reappoint
McCarty, Harvey (M,O,5)	Licensed Irrigator	70%	Y	Reappoint
Oliver, Tim (M,A,6)	Landscape Architect	N/A	N	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint William Basom, Sidney Friend, and Harvey McCarty

To replace Tim Oliver:
Christine Casanova (Application Pending)
Brent Clifford (Application Pending)
Jason Hodges (M,A,1) Prairie Workshop

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN ***Logout***

Boards & Commissions Admin Site

Application #: 2215 Entry Date: 8/8/2013 Active? ☐ **Last Login Date:** << Application List

Email: Create Account

Personal Information **Edit**

Name: Mr. Jason Hodges **Nick Name:** **District:** 1

Address: 2409 29th Street, Lubbock, TX 79411 **Phone:** (806) 773-1508 (home)

Demographic Information **Edit**

Registered Voter: NO **Resident of Lubbock:** 0 year(s)

Ethnic Background: Anglo **Gender:** Male **Age:**

Work Information **Edit**

Occupation: **Work Email:** **Fax Number:** **Business Telephone:**

Business Name: **Business Address:**

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

Citizens Advisory Committee 2014

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/7/2014

Water Board of Appeals

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
Second Preference								
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 42 *Water Board of Appeals* *Perm/Temp Board:* P

	Confidential	Home	Business			Reappt Elig.
Chair Public Education **Alexander** **Mr. Benjamin**	N	*2602 79th Street* *Lubbock, TX 79423*	*South Plains College* *915 Gilbert Drive* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	05/01/2013-05/01/2015 06/23/2011-05/01/2013	*Y*
Email: bealexander@southplainscollege.ed	N N	*8062395872* *8062395872*	*8067164608* *bealexander@southplainscollege.edu*	*Fax:*	*8068851979*	
Member Govt. Water Entity **Basom** **Mr. William**	Y	*2319 17th Street* *Lubbock, TX 79401*	*Canadian Municipal Water Authority* *3231 East Kent Street* *Lubbock, TX 79403*	*Curr:* *2nd:* *1st:*	05/01/2012-05/01/2014 08/11/2011-05/01/2012	*Y*
Email: jhbasom@hotmail.com	Y	*8065482570*	*8067631926* *bbasom@crmwa.com*	*Fax:*	*8067631160*	
Member Citizen **Craft** **Mr. Bill**	Y	*3608 97th Street* *Lubbock, TX 79423*	*Lubbock Independent School District* *1628 19th Street* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	05/01/2013-05/01/2015 05/01/2011-05/01/2013 05/01/2009-05/01/2011	*N*
Email: bcraft@lubbockisd.org	Y N	*8067997299* *8069280175*	*8067661056* *bcraft@lubbockisd.org*	*Fax:*	*8067661457*	
Member Water User **Friend** **Mr. Sidney**	N	*6509 1st Street* *Lubbock, TX 79416*	*X-Fab Texas, Inc* *2301 N. University Ave* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	06/21/2012-05/01/2014	*Y*
Email: sid.friend@sbcglobal.com	N Y	*8067975565* *8067896718*	*8067474400* *sid.friend@xfab.com*	*Fax:*		
Member Licensed Irrigator **McLarty** **Mr. Harvey**	Y	*5827 88th Street* *Lubbock, TX 79424*	*M&M Sprinkler* *7335 82nd Street #9* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	07/26/2012-05/01/2014	*Y*
Email: sprinklr23@yahoo.com	Y	*8067898273*	*8067968209*	*Fax:*		
Vice Chair Landscape Architect **Oliver** **Mr. Tim**	N	*1704 Norwich* *Lubbock, TX 79416*	*Oliver Landscape* *P.O. Box 16406* *Lubbock, TX 79490*	*Curr:* *2nd:* *1st:*	05/01/2012-05/01/2014 02/24/2011-05/01/2012	*N*
Email:	N	*8067926599*	*8067881883*	*Fax:*		
Member Citizen **Scarborough** **Mr. Alex**	Y	*7004 68th Street* *Lubbock, TX 79424*	*Tom's Tree Place* *5104 34th Street* *Lubbock, TX 79410*	*Curr:* *2nd:* *1st:*	05/01/2013-05/01/2015 05/01/2011-05/01/2013	*Y*
Email: alexs@tomstreeplace.com	Y	*8067983677*	*8067993677* *alexs@tomstreeplace.com*	*Fax:*	*8067993680*	

ZONING BOARD OF ADJUSTMENT

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	87.5% (7)
Hispanic	32.6%	27.6%	10.1%	0.0% (0)
African-American	8.7%	7.4%	10.1%	12.5% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	75.0% (6)
Female	51.5%	53.0%	24.7%	25.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	12.5% (1)
District 2	16.4%	12.7%	4.1%	12.5% (1)
District 3	16.3%	16.1%	13.3%	37.5% (3)
District 4	17.0%	17.0%	20.6%	12.5% (1)
District 5	16.7%	19.4%	27.5%	12.5% (1)
District 6	17.2%	19.9%	19.3%	12.5% (1)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Permanent advisory board with officer of the city status to hear citizen requests for variances and special exceptions from regulations in the comprehensive zoning ordinance and grants relief as warranted.

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Vacant	Alternate	N/A	N/A	Replace D. Naegele, Alt.

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Vacant seat:
Margarita Olivarez (F,H,6) AT&T
David Sanchez (M,H,7) Lone Star State Bank

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN *Logout*

Boards & Commissions Admin Site

Application #: 2129 **Entry Date: 1/9/2013** **Active?** ☑ **Last Login Date: 11/1/2013** << Application List

Email: olivtx@sbcglobal.net Change Email

Personal Information **Edit**

Name: Ms. Margarita R. Olivarez **Nick Name:** Margie **District:** 6

Address: 5745 Duke, Lubbock, TX 79416 **Phone:** 8067913040 (home) 8065432330 (cell)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 44 year(s)

Ethnic Background: Hispanic or Latino **Gender:** Female **Age:** 40-49

Work Information **Edit**

Occupation: Manager **Work Email:** mo9272@att.com **Fax Number:** **Business Telephone:** 8067586083

Business Name: AT&T **Business Address:** Lubbock, TX 79415

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		
1	Citizens Traffic Commission		Edit	✖
2	Permit and License Appeal Board		Edit	✖
3	StarCare Board of Trustees		Edit	✖
4	Market Lubbock Economic Development Corporation		Edit	✖

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**

of Women Hispanic Association

Current Service: Add To Board

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN *Logout*

Boards & Commissions Admin Site

Application #: 2308 Entry Date: 3/4/2014 Active? ☑ **Last Login Date: 3/4/2014** << Application List

Email: dsanchez@lonestarwtx.com Change Email

Personal Information **Edit**

Name: Mr. David Sanchez **Nick Name:** **District:** 7

Address: 6707 2nd St., Lubbock, TX 79416 **Phone:** (806) 787-4587 (home) (806) 787-4587 (cell)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 11 year(s)

Ethnic Background: Hispanic or Latino **Gender:** Male **Age:** 30-39

Work Information **Edit**

Occupation: Banker - Commercial Lender **Work Email:** dsanchez@lonestarwtx.com **Fax Number:** (806) 771-7716 **Business Telephone:** (806) 771-7717 - 221

Business Name: Lone Star State Bank **Business Address:** Lubbock, Texas 79424

Experience and education or interest: **Edit**

I currenly oversee a $20 million loan portfolio - comprised monthly of commercial loans. As for civic organizations, I am a member of the Downtown Chapter of AMBUCS and served as the Chairman of the ABC Pro Rodeo in 2013. I also serve on the board of directors of the Boys and Girls Clubs of Lubbock. I serve as an advisory director for The Parenting Cottage.

Prior service on a Board and/or Commission for the City of Lubbock: **Edit**

NONE

Boards Preference **Add Preference**

Pref #	Board	Qualification		
1	Zoning Board of Adjustment	Voting member of the Zoning Board of Adjustment	Edit	✖

Reason that may cause a conflict of interest: **Edit**

NONE

Contracts or perform services with the City of Lubbock: **Edit**

NONE

Reference

Ref #	First Name	Last Name	Daytime Phone	Business Phone		
1	Jon	Stephens	(806) 771-9494	(806) 771-9494	Edit	✖
2	Kirk	Thomas	(806) 771-7717	(806) 771-7717	Edit	✖
3	Tom	Baker	(806) 543-0802	(806) 763-8900	Edit	✖

Agreement:

☑ Agree to have the information entered in The Volunteer Center of Lubbock Agency Board Bank

Areas of Interest: **Edit**

Child Abuse, Recreation

Referred By: **Edit**

Jon Stephens

Current Service: Add To Board

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/11/2014

Zoning Board of Adjustment

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
11/13/1997	Bounds	Jack	M	A	60+	Investments	Jack Bounds Investments	2
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
04/01/2014	Harris	Shelia	F	AA	50-59	Juvenile Probation Officer		1
04/02/2014	Holeman	Terry	M	A	50-59	Land Planning Consultant	Hugo Reed and Associates, Inc.	4
03/04/2014	Sanchez	David	M	H	30-39	Banker - Commercial Lender	Lone Star State Bank	7
Second Preference								
Third Preference								
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fourth Preference								
10/28/2013	Gloyna	Edwin	M	A	40-49	Self Employed	Day Break Coffee	6
07/22/2010	Hudgens	Dickie	M	A	60+	Retired CPA		3
04/25/2012	Putnam	Russell	M	A	60+	Business Consultant	Southwest Financial Group	6
Fifith Preference								
Sixth Preference								

Committee # 28 *Zoning Board of Adjustment* *Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Member Alternate **Burrows** **Mr. Dustin**	N	*2806 21st Street* *Lubbock, TX 79410*	*McCleskey, Harriger, Brazill & Graff* *P.O. Box 1670* *Lubbock, TX 79493*	*Curr:* *2nd:* *1st:*	02/01/2013-02/01/2015 05/10/2011-02/01/2013	*Y*
Email: dustinburrows@mhbg.com	Y N	*8066872328* *8067907369*	*8066870630* *dustinburrows@mhbg.com*	*Fax:*	*8067967365*	
Member Member **Caviel** **Ms. Billie Jean**	Y	*2401 E. 28th St* *Lubbock, TX 79404*		*Curr:* *2nd:* *1st:*	02/01/2014-02/01/2016 02/01/2012-02/01/2014 05/10/2011-02/01/2012	*Y*
Email: billiej23@suddenlink.net	Y	*8067628065*	*billiej23@suddenlink.net*	*Fax:*		
Member Member **Jackson** **Ms. Lyn**	Y	*8213 Bourbon St* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	02/01/2014-02/01/2016 02/01/2012-02/01/2014 06/23/2011-02/01/2012	*Y*
Email:	Y	*8067981251*	*8067755138*	*Fax:*	*8067755075*	
Member Alternate **McKay** **Mr. Joe**	Y	*5115 2nd St, #12* *Lubbock, TX 79416*	*JDMA, Architects* *1402 Ave N* *Lubbock, TX 79401*	*Curr:* *2nd:* *1st:*	03/27/2014-02/01/2016	*Y*
Email: jmckay1438@gmail.com	Y Y	*8067952620* *8065353711*	*8067444490* *jmckay@jdmatexas.com*	*Fax:*	*8067444494*	
Member Member **Naegele** **Mr. Douglas**	Y	*3302 41st Street* *Lubbock, TX 79413*		*Curr:* *2nd:* *1st:*	02/27/2014-02/01/2016 02/01/2014-02/27/2014 02/01/2012-02/01/2014	*Y*
Email: dougnaegele@mac.com	Y Y	*8063689278* *5122965549*		*Fax:*		
Member Member **Patton** **Mr. Glenn**	N	*3707 23rd Street* *Lubbock, TX 79410*	*American Wind Power Center* *1701 Canyon Lake Drive* *Lubbock, TX 79410*	*Curr:* *2nd:* *1st:*	02/01/2013-02/01/2015 02/01/2011-02/01/2013 02/01/2010-02/01/2011	*N*
Email:	N	*8067992926*	*8067478734* *glenn@windmill.com*	*Fax:*	*8067400668*	
Vice Chair Member **Teinert** **Mr. Allen**	N	*3409 Mesa Road* *Lubbock, TX 79403*	*Teinert Commercial Building Service* *4009 Clovis Road* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	02/01/2013-02/01/2015 02/01/2011-02/01/2013 12/02/2010-02/01/2011	*N*
Email:	N	*8067658330*	*8067442801* *allen@teinert.com*	*Fax:*	*8067442401*	
Member Alternate **Vaughn** **Mr. Zane**	N	*3908 105th Street* *Lubbock, Texas 79423*	*ARMtech Insurance Services, Inc.* *7101 82nd Street* *Lubbock, Texas 79424*	*Curr:* *2nd:* *1st:*	01/23/2014-02/01/2016	*Y*
Email: zanejvaughn@gmail.com	N	*(806) 790-4701*	*(806) 784-3423* *zvaughn@armt.com*	*Fax:*	*(806) 473-0334*	

City of
Lubbock
TEXAS

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
February 18, 2014
2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 18th of February 2014, at Lubbock Power & Light, 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 2:00 p.m.

2:10 P.M. CITY COUNCIL CONVENED
Lubbock Power & Light, 1301 Broadway - Basement Conference Room A, Lubbock, Texas

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

Absent: Council Member Latrelle Joy

Note: Council Member Floyd Price left at 2:22 p.m.; Mayor Pro Tem Karen Gibson arrived at 3:02 p.m.; and Council Member Todd R. Klein left at 3:14 p.m.

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

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

- *Executive Session; 3; 4.1-4.5; and 5.1-5.4.*
- *Item 1.1 was deleted.*

1. MINUTES

1. 1. Approval of the minutes of the regular Electric Utility Board meeting of January 21, 2014; the Special Electric Utility Board meeting of February 3, 2014; the amended minutes of the regular Electric Utility Board meetings of November 4, 2013 and December 3, 2013; and the Special Electric Utility Board meeting of November 18, 2013.

***This item was deleted.**

2. EXECUTIVE SESSION

The meeting was called into a closed session at 2:10 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 2:54 p.m.

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

*This item was addressed without a quorum of City Council Members present.

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

2. 2. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling and related agreements and related agreements. (Generation report; discussion of review of 2019 generation procurement evaluation processes).

2. 2. 2. Discuss and deliberate agreements, proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider). (Generation report; discussion of review of 2019 generation procurement evaluation processes).

2. 2. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies. (Generation report; discussion of review of 2019 generation procurement evaluation processes).

2. 2. 4. Discuss customer billing, contract, and usage information, electric power pricing proposals, system load characteristics and electric power marketing analyses, policies and strategies. (Discuss and deliberate electric power marketing analyses, policies, and strategies).

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

No citizens appeared.

4. **REGULAR AGENDA**

4. 1. Update/report by the CEO/Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, staffing and performance and distribution system performance, operations, staffing levels and related policies, projects and work management including information related to system reliability and continuity of service (to the extent not security-sensitive).

Gary Zheng, Chief Executive Officer of LP&L, gave comments and answered questions from the Board.

4. 2. Discuss and the board will take action regarding a resolution accepting the Lubbock Power & Light Comprehensive Annual Financial Report (CAFR) for fiscal year ended September 30, 2013.

Andy Burcham, Chief Financial Officer for LP&L; and Kevin Kemp, Partner with BKD Advisors, gave comments and answered questions from the Board.

Motion by Suzanne Blake, seconded by Charles Dunn to approve the Audit as presented.

Vote: 8 - 0 Motion carried by the Board
Other: Jerry Bell (ABSENT)

4. 3. Discuss and the board will take action on EUB rules related to the attendance of LP&L employees at EUB executive session meetings.

Motion by Charles Dunn that no LP&L employee or staff member shall be in attendance during executive session except for the Director of Electric Utilities and the General Council of the Electric Utility Board.

Motion failed due to lack of a second.

4. 4. Discuss and the board will take action regarding LP&L's employee grievance review processes.

Charles Dunn gave comments and answered questions from the Board.

Motion by George Carpenter, seconded by Don Boatman to continue the item to the next meeting.

Vote: 7 - 1 Motion carried by the Board
NAY: Charles Dunn
Other: Jerry Bell (ABSENT)

4. 5. Discuss and the board will take action regarding LP&L's policies for compensation of hourly employees.

Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board.

Motion by George Carpenter, seconded by Emilio Abeyta to continue this item to the next meeting.

Vote: 7 - 1 Motion carried by the board
NAY: Charles Dunn
Other: Jerry Bell (ABSENT)

5. **CONSENT AGENDA** - Items 5.1-5.4 are considered to be routine and may be enacted by one motion without a separate discussion. If the Electric Utility Board desires to discuss an item, the item is removed from the Consent Agenda and is considered separately.

Motion by George Carpenter, seconded by Emilio Abeyta to approve items 5.1-5.4.

Vote: 8 - 0 Motion carried by the Board
Other: Jerry Bell (ABSENT)

5. 1. Discuss and the board will take action and award a critical business need to Baseload Power Generation Parts & Service, LLC, for refurbishment and re-wedge of Brandon Station Brush Generator.

5. 2. Discuss and the board will take action and award ITB# 7106-14-ELD to Scoggin Dickey Chevrolet-Buick and Gene Messer Toyota for LP&L Full Size &Mid Size Pick Ups and Utility Van.

5. 3. Discuss and the board will take action and amend ITB# 7113-14-ELD to Texas Electric Cooperatives for LP&L Single Phase Pad Mounted Distribution Transformers.

5. 4. Discuss and the board will take action and award RFP# 7108-14-ELP to Advanced Cooling Towers for LP&L Cooke Station #2 Cooling Tower Refurbishment.

3:30 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
March 3, 2014
9:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 3rd of March, 2014, at Lubbock Power & Light, 1301 Broadway, Second Floor Conference Room, Lubbock, Texas at 6:15 p.m.

9:05 A.M. CITY COUNCIL CONVENED
Lubbock Power & Light, 1301 Broadway, Second Floor Conference Room, Lubbock, Texas

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

Absent: Council Member Latrelle Joy; Council Member Floyd Price

Note: Becky Garza arrived at 9:35 a.m. (Thomas Harris, Deputy City Secretary, served in her absence); Council Member Todd R. Klein left at 11:10 a.m.

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

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

- *Executive Session*
- *Items 2.1-2.3 were deleted.*

1. EXECUTIVE SESSION

The meeting was called into a closed session at 9:05 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 2:32 p.m.

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

1. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling. (Procurement of electric generation beginning in 2019; evaluation of generation sources and generation technologies; RFP# 7132-13-EUA, LP&L Capacity and Energy Supply Services).

1. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider). (Procurement of electric generation beginning in 2019; evaluation of generation sources and generation technologies; RFP# 7132-13-EUA, LP&L Capacity and Energy Supply Services).

1. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies. (Procurement of electric generation beginning in 2019; evaluation of generation sources and generation technologies; RFP# 7132-13-EUA, LP&L Capacity and Energy Supply Services).

1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (RFP# 7132-13-EUA, LP&L Capacity and Energy Supply Services; request for Ashcroft Comprehensive Report pursuant to the Texas Public Information Act).

2. REGULAR AGENDA

2. 1. Discuss, deliberate and the board will take possible action regarding RFP# 7132-13-EUA, LP&L Capacity and Energy Supply Services.

***This item was deleted.**

2. 2. Discuss, deliberate and the board will take possible action on entering into a professional services agreement with Black & Veatch Corporation.

***This item was deleted.**

2. 3. Discuss and the board will take action on amendments to the budget and capital improvement plan of Lubbock Power & Light for fiscal year 2013-2014 and make appropriate recommendations to the City Council of the City of Lubbock pursuant to § 2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12.

***This item was deleted.**

2:32 P.M. CITY COUNCIL ADJOURNED

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

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

*This item was addressed without a quorum of City Council Members present.

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 27, 2014
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 27th of March, 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 Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; Interim City Attorney Mitch Satterwhite

Absent: Council Member Victor Hernandez

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

- *Executive Session; 2.1-2.5; 2.8; 2.6-2.7; 2.9-2.10; Citizen Comments 3.1-3.4; 4.1; 6.1-6.2; 6.4; 6.6; 6.8-6.12; 6.3; 6.5; 6.7; 6.13-6.15; 5.1-5.26; 5.28; 5.30-5.31; 5.27; 5.29; 5.32; and 8.1 - Open Citizen Comments (sign-ups).*
- *Items 6.14-6.15 were postponed to the April 10, 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. 2. Hotel occupancy tax audit deficiency collections.

1. 1. 3. Cause No. 2013-508,039-City of Lubbock v. Lubbock Omni Office, Inc. et. al.

1. 1. 4. Procurement of electric generation, RFP No: 7132-13-EUA, including but not limited to the investigation conducted by The Ashcroft Law Firm, LLC, dated January 21, 2014, and the Lubbock Police Department, regarding activities in connection therewith, and the application of relevant bidding or procurement law.

1. 1. 5. Discuss the Commitment Agreement between the City of Lubbock and Lubbock Entertainment and Performing Arts Association.

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

1. 2. 1. Police Station

1. 2. 2. Omni Building

1. 2. 3. Lubbock Entertainment and Performing Arts Association

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 551.086, on the following competitive matters (Electric Utilities):

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

1. 4. 2. to discuss and deliberate plans, studies, proposals, and analyses for system improvements and risk management information and related strategies (Procurement of electric generation, RFP No: 7132-13-EUA).

1. 4. 3. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric generation, RFP No: 7132-13-EUA).

1. 5. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described hereinabove.

1. 5. 1. Presentation from Lubbock Economic Development Alliance (LEDA).

1. 6. 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 North Overton TIF Reinvestment Zone Board of Directors, Urban Renewal & Neighborhood Redevelopment Commission, and Zoning Board of Adjustment.

2. Proclamations and Presentations

2. 1. Invocation by Pastor Tim Gonzales, Lubbock Templo Nazaret United Methodist Church

Pastor Tim Gonzales, Lubbock Templo Nazaret United Methodist Church, led the invocation.

2. 2. Pledges of Allegiance

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

2. 3. Presentation of a special recognition to the Rape Crisis Center for Sexual Assault Awareness Month.

Council Member Latrelle Joy presented a special recognition to the Rape Crisis Center for Sexual Assault Awareness Month. Leslie Timmons, Executive Director of the Rape Crisis Center, gave comments on sexual assault awareness and invited everyone to their communitywide annual event - "Walk a Mile in Her Shoes" on April 5, 2014.

2. 4. Presentation of a special recognition for the Garrison Institute/RSVP Program.

Council Member Floyd Price presented a special recognition for the Garrison Institue/RSVP Program. June Blackmon, RSVP Program Coordinator at the Garrison Institue on Aging, gave comments about the RSVP (Retired Senior and Volunteer Program) and thanked the Council for their support.

2. 5. Presentation of a special recognition for the South Plains Storm Spotting Team, Inc.

Council Member Todd R. Klein presented a special recognition for the South Plains Storm Spotting Team, Inc. Greg Varoff and other members of the South Plains Storm Spotting Team as well as Steve Cobb, Science Operations Officer with the National Weather Service appeared to accept the recognition. Mr. Varoff gave comments about storm spotting and thanked the City Council for the recognition.

2. 6. Presentation of a special recognition for the 36th Annual Lubbock Arts Festival on April 10-13, 2014.

Mayor Glen Robertson presented a special recognition for the 36th Annual Lubbock Arts Festival on April 10-13, 2014. Elizabeth Regner, Executive Director of the Lubbock Arts Alliance, gave comments on this year's event and thanked the City Council and the community for their continued support.

2. 7. Presentation of a special recognition for American Red Cross month.

Mayor Glen Robertson presented a special recognition for American Red Cross Month. Members from the American Red Cross and volunteers appeared to accept the recognition.

2. 8. Presentation of a special recognition of Colon Cancer Awareness month.

Council Member Todd R. Klein presented a special recognition of Colon Cancer Awareness month. Dr. Davor Vugrin appeared to accept the recognition and gave comments on colon cancer awareness.

2. 9. Presentation by the Lubbock Apartment Association presenting the donation of funds from the Mayor's 2014 State of the City Address to Project Helping Hand.

Mayor Glen Robertson along with Charles Young, President of the Lubbock Apartment Association, presented a $10,000 check on behalf of the Lubbock Apartment Association to Project Helping Hand from proceeds of the Mayor's State of the City Address. Greg Taylor, Electric Utility Board Chairman, gave thanks to the Mayor and the community for their support with Project Helping Hand.

2. 10. **Board Recognitions:**

Museum & Arts Standing Sub-Committee:
Pat Maines

Urban Design & Historic Preservation Commission:
Paul Nash

Urban Renewal & Neighborhood Redevelopment Commission:
David Chapa (unable to attend)

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

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

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

3. 1. Deanne Clark will appear before the City Council to discuss facilities maintenance.

Deanne Clark appeared before City Council to discuss facilities maintenance. Wesley Everett, Director of Facilities Management; and Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

3. 2. Mikel Ward will appear before the City Council to discuss the history of the diversion of funds into special interest groups and areas without citizen approval.

Mikel Ward appeared before City Council to discuss North and East Lubbock Community Development Corporation and City finances.

3. 3. Jon Spears will appear before the City Council to discuss authorizing 2 to 3 hours of off-leash hours for dogs at Tech Terrace Park several days a week as an exception to the current City Ordinance.

Jon Spears appeared before the City Council to discuss the current leash laws.

3. 4. Carol Meeks will appear before the City Council to discuss the access to or availability of City of Lubbock public information.

Carol Meeks appeared before City Council to discuss smart meters.

4. Minutes

4. 1. February 27, 2014 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve the February 27, 2014 Regular City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

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

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve items 5.1-5.26; 5.28; and 5.30-5.31.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 1. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0039, Amendment 16, amending the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund per recommendation by the Electric Utility Board on March 3, 2014, to amend Capital Improvement Project (CIP) 92330, 69 kV Transmission Line Reconductoring; amend CIP 92333, Cooke Station Outage; establish and appropriate funding for CIP 92357, Cooke Station Outage - Medium-Term establish and appropriate funding for CIP 8590, Cooke Station Outage - Short-Term; amend CIP 92334, Massengale Outage; establish and appropriate funding for CIP 8591, Massengale Station Outage - Medium-Term; amend CIP 92335, Brandon Outage; amend CIP 92336, General Plant Outage; amend CIP 92337, FY 2013-14 Distribution Transformers; amend CIP 92339, FY 2013-14 Underground Electric; amend CIP 92340, FY 2013-14 Overhead Lines; amend the LP&L Operating Fund; providing for filing; and providing for a savings clause.

5. 2. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0034, Amendment 17, amending the FY 2013-14 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92352, Taste and Odor Control, and CIP 91003, Bailey County Well Field Improvements; providing for filing; and providing for a savings clause.

5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0052, Amendment 18, respecting the Capital Program to amend Capital Improvement Project (CIP) 91220, Major Repairs at Fire Stations; providing for filing; and providing for a savings clause.

5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0053, Amendment 19, respecting the Grant Fund to accept and appropriate funding from the Dallas Police Department for the Internet Crimes Against Children grant; providing for filing; and providing for a savings clause.

5. 5. **Resolution – Public Works Wastewater:** Resolution No. 2014-R0100 authorizing the Mayor to execute contract 11796 with Wunderlich-Malec Systems (WMS) for the Remote Terminal Unit (RTU) and Supervisory Control and Data Acquisition (SCADA) Programming for the Southeast Water Reclamation Plant (SEWRP) Solids Handling Facility Improvements Project.

5. 6. **Resolution – Public Works Engineering:** Resolution No. 2014-R0101 authorizing the Mayor to execute contract 11816 with Carollo Engineers, PC., for professional engineering services for the construction phase for the Southeast Water Reclamation Plant Solids Handling Facility Improvements Project.

5. 7. **Resolution - Water Treatment:** Resolution No. 2014-R0102 authorizing the Mayor to execute contract 11707 with Summit Chemical Specialty Products for coagulant for the South Water Treatment Plant (SWTP), RFP 14-11707-TS.

5. 8. **Resolution - Water Treatment:** Resolution No. 2014-R0103 authorizing the Mayor to execute contract 11766 with Airgas Specialty Products, Inc. for anhydrous ammonia, ITB 14-11766-TS.

5. 9. **Resolution – Public Works Engineering:** Resolution No. 2014-R0104 authorizing the Mayor to execute contract 11709 with Utility Contractors of America, Inc., for the construction of the South Lubbock Sanitary Sewer Extension Phase 1-Bid Package B, RFP 14-11709-TF .

5. 10. **Resolution – Public Works Engineering:** Resolution No. 2014-R0105 authorizing the Mayor to execute contract 11815 for a Professional Services Agreement with Kimley-Horn and Associates, Inc. (KHA), for providing general construction phase services for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.

5. 11. **Resolution – Public Works Engineering:** Resolution No. 2014-R0106 authorizing the Mayor to execute contract 11747 with ACME Electric Company for construction and installation services associated with the Pump Station Emergency Generators project, RFP 14-11747-MA.

5. 12. **Resolution - Public Works - Land Application:** Resolution No. 2014-R0107 authorizing the Mayor to execute contract 11753 with PM Cattle LLC, for Cattle Grazing at the Hancock Land Application Site, RFP 14-11753-MA.

5. 13. **Resolution - Public Works - Land Applications:** Resolution No. 2014-R0108 authorizing the Mayor to execute a purchase order contract 23102658 with Hurst Farm Supply, Inc for a Tandem Disc Plow, ITB 14-11771-DT.

5. 14. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0035 abandoning and closing a 300.08 square foot tract of land (alley stub) out of Lots 185-277, Vintage Township, Lubbock County, Texas.

5. 15. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0036 abandoning and closing two 10-foot underground utility easements located in Section 36, Block AK, Lubbock County, Texas.

5. 16. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0037 abandoning and closing a 56-foot temporary drainage easement, located in Section 21, Block E-2, Lubbock County, Texas.

5. 17. **Ordinance 1st Reading Right-of-Way:** Ordinance No. 2014-O0054 abandoning and closing a temporary drainage easement located in Section 28, Block AK, Lubbock County, Texas.

5. 18. **Resolution - Right-of-Way:** Resolution No. 2014-R0109 authorizing the City Council to accept on behalf of the City an easement from Frank O. Brown and wife Sarah Jane Brown regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 25, Block JS, Lubbock County, Texas.

5. 19. **Resolution - Right-of-Way:** Resolution No. 2014-R0110 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Truman Kirby Lewis and Truman O. Lewis regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Section 25, Block JS, Lubbock County, Texas.

5. 20. **Resolution - Right-of-Way:** Resolution No. 2014-R0111 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Tigris Development LLC regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Elm Park Tract E, in Section 25, Block JS, Lubbock County, Texas.

5. 21. **Resolution - Right-of-Way:** Resolution No. 2014-R0112 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Tigris Development LLC regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located in Elm Park, Tract F, in Section 25, Block JS, Lubbock County, Texas.

5. 22. **Resolution - Right-of-Way:** Resolution No. 2014-R0113 authorizing the City Council to accept on behalf of the City of Lubbock an easement from George Hardberger 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. 23. **Resolution - Fleet Services:** Resolution No. 2014-R0114 authorizing the Mayor to execute purchase order contract 31018554 with McGavock Nissan for two Mid Size Pick-up Trucks for the Water Department, ITB 14-116979-DT.

5. 24. **Resolution - Fleet Services:** Resolution No. 2014-R0115 authorizing the Mayor to execute contract 11777 with R & B Bearing and Hydraulics, Inc., as the secondary contractor for hydraulic repair services, ITB 14-11777-MA.

5. 25. **Resolution - Aviation:** Resolution No. 2014-R0116 authorizing the Mayor to execute contract 11754 with Invisible Windows, LLC& for window cleaning services at Lubbock Preston Smith International Airport (LPSIA), ITB 14-11754-TS.

5. 26. **Resolution - Aviation:** Resolution No. 2014-R0117 authorizing the Mayor to execute contract 11770 to The Sherwin-Williams Company for runway taxiway marking paint at Lubbock Preston Smith International Airport, ITB 14-11770-TS.

5. 27. **Resolution - Facilities:** Resolution no. 2014-R0119 authorizing the Mayor to execute a Job Order Contract, Contract 11801, with Collier Construction Company of Lubbock, Texas for the construction of a new addition to the Animal Shelter located at 3323 Southeast Loop 289.

Mark Yearwood, Assistant City Manager; Wes Everett, Director of Facilities Management; and James Loomis, City Manager, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0119.

Vote: 5 - 1 Motion carried

NAY: Mayor Glen C. Robertson

Other: Council Member Victor Hernandez (ABSENT)

5. 28. **Resolution - Fire Rescue:** Resolution No. 2014-R0118 authorizing the Mayor to execute contract 11797 an agreement with Wiginton Hooker Jeffry Architects (WHJA) for professional architectural and engineering services for the construction of the new Fire Station 1, located on Southwest Corner of Texas Avenue and 19th Street.

5. 29. **Resolution - Fire Rescue:** Resolution No. 2014-R0120 authorizing the Mayor to execute purchase order contract 10011184 with DACO Fire Safety Equipment for the purchase of specialized tools for two new fire engines.

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

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0120.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 30. **Ordinance 2nd Reading - City Attorney:** Ordinance No. 2014-O0033 regarding Atmos Energy Corporation's Statement of Intent to increase rates submitted to the City on October 18, 2013.

5. 31. **Ordinance 2nd Reading – Planning** : Ordinance No. 2014-O0032 for Zone Case 3117-A, a request of Morris Rubenstein (for Marco Steel and Aluminum, Inc.) for a zoning change from R-1 to IHI on 31.76 acres of unplatted land out of Block A, Section 8, 2712 North MLK JR Boulevard.

5. 32. **Ordinance 2nd Reading - City Secretary** : Ordinance No. 2014-O0038 amending the 2014 Regular Municipal Election Order of the City of Lubbock with regard to polling places, appointing election judges, establishing hours for voting and providing early voting as set forth in the Election Order exhibits; directing the City Secretary to make any necessary changes to the election order exhibits as may be necessary to carry out the purposes of the Election Order.

Becky Garza, City Secretary, 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-R0038.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. Regular Agenda

6. 1. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0040, Zone Case 3222-A, a request of Ken Condray for a zoning change from T to C-3 on 1.81 acres of unplatted land out of Block AK, Section 39, 3418 Upland Avenue, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0040.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 2. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0041, Zone Case 2508-N, a request of Tigris Development, LLC for a zoning change from T to R-2 on 4.294 acres of unplatted land out of Block E-2, Section 20, west of University Avenue and south of 110th Street, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0041.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 3. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0049, Zone Case 3225, a request of Jack Galland for a zoning change from R-1 to Garden Office (GO) on Lot 9, Block 26, Modern Manors Addition, 4801 Elgin 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 Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0049.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 4. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0042, Zone Case 2416-B, a request of The Francis Law Firm, P.C., for Capital Telecom Acquisition, LLC, for a zoning change from C-3 to C-3 Specific Use for a telecommunications tower on a portion of Tract B-2-A, Heald Addition, 5217 82nd Street, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0042.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 5. **Public Hearing 6:30 p.m. – 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, and consider an ordinance.

Drew Paxton, Director of Planning; Terry Holeman, Director of Development Services with 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.

Mayor Robertson opened the public hearing at 7:47 p.m.

Nevill Manning, on behalf of Spirit Ranch; Linda Gillespie; Mark Marka; Randy Ward; and John Spence appeared to speak in opposition.

Rosanna Teal appeared to speak in favor.

David Gibson, Executive Director with Texas Corn Producers, appeared to stay neutral but asked

questions regarding the zone change.

Mayor Robertson closed the public hearing at 8:31 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to postpone the closing of the public hearing per written request of Councilman Victor Hernandez.

Vote: 3 - 3 Failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Latrelle Joy

Other: Council Member Victor Hernandez (ABSENT)

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2014-O0050.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 6. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0043, Zone Case 3116-D, a request of Hugo Reed and Associates, Inc., for FP Investors 1, LLC, for a zoning change from R-1 Specific Use and Garden Office (GO) to R-1 Specific Use for reduced setbacks on 73.4 acres of unplatted land out of Block AK, Section 4, south of 135th Street and east of Quaker Avenue, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0043.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 7. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0051, Zone Case 1437-K, a request of Mark Lindley, for Asset Plus Realty Corporation, for a zoning change from R-3 Specific Use to A-2 on Lot 2, Holiday Park Addition, 4702 4th Street, and consider an ordinance.

Drew Paxton, Director of Planning; Lyndal Jones, with Asset Plus Realty Corporation; and Mark Lindley, Director of Construction for Asset Plus Realty Corporation, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 8:52 p.m.

Lyndal Jones, with Asset Plus Realty Corporation, appeared to speak in favor.

No one appeared to speak in opposition.

Mayor Robertson closed the public hearing at 8:53 p.m.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0051.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 8. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0044, Zone Case 3095-C, a request of Hugo Reed and Associates, Inc., for Vasrim, Inc., for a zoning change from A-3 to IHC for a hotel on 1.7 acres of land out of Block A, Section 22, 4601 North Loop 289, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0044.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 9. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0045, Zone Case 3034-A, a request of Condray Design Group, for Lubbock Children's Health Clinic, for a zoning change from C-2A and R-2 to AM Specific Use on Lots 5 through 9, SW McGaw Addition, 1702 and 1704 East 13th Street and 1703 East 14th Street, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0045.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 10. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0046, Zone Case 1913-C, a request of Zac Garth, for Gene McGuire, for a zoning change from R-1 to Garden Office (GO) on 2.836 acres of unplatted land out of Block AK, Section 44, 2401 West Loop 289, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0046.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 11. **Public Hearing 6:30 p.m. - Planning:** Ordinance No. 2014-O0047, Zone Case 3226, a request of West Texas Engineering, LLC, for Asher Logistics, for a zoning change from M-1 to M-2 Limited to sand storage silos and all unconditionally permitted M-1 uses on 42.68 acres of unplatted land out of Block E, Section 1, between 63rd Street and 65th Street and between Elm Avenue and MLK Jr. Boulevard, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0047.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 12. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0048, Zone Case 3227, a request of Keith McNeese, for Purple Tie Limo, for a zoning change from C-3 to C-4 limited to car rental, limo service, all vehicles to be stored inside, and all unconditional C-3 uses on Lots 3 and 4, Block 1, Lisemby Addition, 2605 and 2607 34th Street, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0048.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 13. **Board Appointment - City Secretary:** Consider six appointments to the Animal Services Advisory Board, one appointment to the Board of Health, three appointments to Keep Lubbock Beautiful Advisory Committee, one appointment to the North Overton Tax Increment Financing Reinvestment Zone Board of Directors, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and two appointments to the Zoning Board of Adjustment.

Animal Services Advisory Board:

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to reappoint Brenda Bobo, Jane Brewer, Lane Preston, and Kia Riemath.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to appoint Eric Cunningham to replace Joe Cantu.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Council Member Jim Gerlt, seconded by Council Member Todd R. Klein to appoint Bill Young to replace Diana Dowd.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Board of Health: Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to postpone this item to the April 10, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Keep Lubbock Beautiful Advisory Committee:

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to reappoint David Abercia and Curt Langford.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to postpone the replacement of Alice Lozada to the April 10, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

North Overton TIF Reinvestment Zone Board of Directors: Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to reappoint Jack Driskill.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Urban Renewal & Neighborhood Redevelopment Commission: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to postpone the replacement of R.J. Givens to the April 10, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Zoning Board of Adjustment:

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy to appoint Joe McKay to replace Craig Wells.

Vote: 6 - 0 Motion carried
Other: Council Member Victor Hernandez (ABSENT)

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to postpone the vacant position to the April 10, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 14. **Resolution - Councilman Todd Klein -** Consider a resolution increasing the membership of the Veterans Advisory Committee to thirteen members.

Motion by Council Member Todd R. Klein, seconded by Council Member Jim Gerlt to postpone this item to the April 10, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 15. **Board Appointments - City Secretary:** Consider appointments to the Veterans Advisory Committee.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to postpone this item to the April 10, 2014 Regular City Council Meeting.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

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

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

- Debbie Bartholomew appeared before City Council to discuss the North and East Lubbock Community Development Corporation, the Lubbock Grand Jury, and the District Attorney's Office.
- Dora Cortez appeared before the City Council to discuss North and East Lubbock Community Development Corporation.

9:44 P.M. CITY COUNCIL ADJOURNED

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

_____

GLEN C. ROBERTSON, MAYOR

ATTEST:

_____

Rebecca Garza, City Secretary

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

Meeting Date: 04/24/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance 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.

Item Summary

I. Accept and appropriate $2,500 from the Chapman Forestry Foundation for the Tree-Planting Grant. This funding will be used to reimburse the City for 21 of the 42 trees which were planted in December in the Northwest Little League Complex at the Buddy Holly Recreational Area.

II. Accept and appropriate $26,200 from the National Recreation and Park Association for the Out-of-School Time Programs Grant. The funds will be used to support efforts made by the Parks Department to increase healthy meals served to children, provide evidence-based nutrition literacy to children, and implement nutrition and physical activity standards.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 20

Grant Detail Sheet - Tree-Planting Grant

Grant Detail Sheet - Out of School Time

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES 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 PROGRAMS 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 #20) for municipal purposes, as follows:

I. Accept and appropriate $2,500 from the Chapman Forestry Foundation for the Tree-Planting Grant.

II. Accept and appropriate $26,200 from the National Recreation and Park Association for the Out-of-School Time Programs 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.Amend20.ord
April 11, 2014

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
April 24, 2014

Administrative Information:

Grant Number:	
Grant Name:	Chapman Tree-Planting Grant
Grant Effective Date:	01/21/2013 - 12/20/2013
Grant Provider/Agency:	Chapman Forestry Foundation

Budget Information:

Grant Appropriation Detail	**Cost**
Supplies	2,500
Total Appropriation	$ 2,500

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
April 24, 2014

Administrative Information:

Grant Number:	
Grant Name:	Out-of-School Time Programs Grant
Grant Effective Date:	04/1/2014 - 01/31/2015
Grant Provider/Agency:	National Recreation and Park Association

Personnel Information:

# of part-time positions funded w/ grant	3

Budget Information:

Grant Appropriation Detail		**Cost**
Salaries	$	15,422
Supplies/Equipment		9,578
Professional Services/Training		1,200
Total Appropriation	$	26,200

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

Meeting Date: 04/24/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance Amendment 21 respecting the General Fund to increase the transfer to the Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the General Fund FY 2013-14 Budget by increasing the transfer to the Capital Project Fund by $250,000, from $5,105,807 to $5,355,807. The increased transfer will be from General Fund fund balance. The transfer to the Capital Project Fund is for funding for the budget amendment to Capital Improvement Project 91220, Major Repairs at Fire Facilities, that was approved on Budget Amendment No. 14 on March 13, 2014.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 21

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO INCREASE THE TRANSFER TO THE CAPITAL PROJECT 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 #21) for municipal purposes, as follows:

I. Amend the General Fund FY 2013-14 Budget by increasing the transfer to the Capital Project Fund by $250,000, from $5,105,807 to $5,355,807. The increased transfer will be from General Fund fund balance.

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 Amend21.ord
April 11, 2014

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

Meeting Date: 04/24/2014

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Finance: Consider Budget Ordinance 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.

Item Summary

I. Amend Position Control by adding one Assistant City Manager position to City Manager - Cost Center 1113.

II. Amend expenditures in General Fund in Cost Center 1113, City Manager, by increasing salary by $124,000 and benefits by $47,484 for a total of $171,484. Funding for the additional expense will be from General Fund fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Budget Amendment 25

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND BY AMENDING THE CITY MANAGER DEPARTMENT BUDGET, INCREASE POSITION CONTROL BY ONE POSITION, AND INCREASE THE UTILIZATION OF FUND BALANCE; 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 #25) for municipal purposes, as follows:

I. Amend Position Control by adding one Assistant City Manager position to City Manager - Cost Center 1113.

II. Amend expenditures in General Fund in Cost Center 1113, City Manager, by increasing salary by $124,000 and benefits by $47,484 for a total of $171,484. Funding for the additional expense will be from General Fund fund balance.

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.Amend25.ord
April 16, 2014

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

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution 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.

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.

This Advanced Funding Agreement with the TXDOT is for Phase 2 of the North University Avenue Enhancement Project. This project provides 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.

The Texas Transportation Commission passed Minute Order Number 113642 dated July 25, 2013, awarding funding for projects in the 2012 Program Call of the Transportation Enhancement Program.

The Advanced Funding Agreement between TxDOT and the City provides $478,278 of matching Federal funding with the City of Lubbock providing $584,562 for the 45%/55% match. The agreement is for $584,562 for construction to be paid when signatures are on the agreement.

Fiscal Impact

$1,250,000 is appropriated in Capital Improvement Project 90095, North University Enhancement Project, with $584,562 available for this purpose. A design and construction agreement will be brought to the City Council on a future meeting for the design and construction of this project.

Staff/Board Recommending

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

Attachments

Resolution - TxDOT

Agreement - Advance Funding TxDOT

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Advanced Funding Agreement in connection with the North University Enhancement Project (Phase 2) for construction projects on North University Avenue from 4th Street to Amherst Street, by and between the City of Lubbock and Texas Department of Transportation, 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:

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

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Assistant City Attorney

RES.Agreement-North Univ-Advanced Funding
4.10.14

CSJ # 0905-06-090 Fed.# 2014(148)TE
District #5- Lubbock
Code Chart 64 # 25650
Project: North University TE
Federal Highway Administration
CFDA # 20.205
Not Research and Development

STATE OF TEXAS §

COUNTY OF TRAVIS §

ADVANCE FUNDING AGREEMENT
For A TRANSPORTATION ENHANCEMENT (TE) PROJECT

This Advance Funding Agreement for a Transportation Enhancement Project (the Agreement) is made by and between the State of Texas, acting by and through the Texas Department of Transportation, called the "State", and the City of Lubbock, acting by and through its duly authorized officials called the "Local Government."

WITNESSETH

WHEREAS, the Local Government prepared and submitted to the State a nomination form for consideration under the Transportation Enhancement Program for the project which is briefly described as North University Enhancement Project (Phase 2), called the "Project"; and

WHEREAS, federal law establishes federally funded programs for transportation improvements to implement its public purposes; and

WHEREAS, Title 23 U.S.C. Section 134 requires that Metropolitan Planning Organizations and the States' Transportation Agencies to develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, the Texas Transportation Code, Sections 201.103 and 222.052 establish that the State shall design, construct and operate a system of highways in cooperation with local governments; and

WHEREAS, federal and state laws require local governments to meet certain contract standards relating to the management and administration of State and federal funds; and

WHEREAS, the Texas Transportation Commission (the "Commission") passed Minute Order Number 113642 dated July 25,2013 awarding funding for projects in the 2012 Program Call of the Transportation Enhancement Program, including the Project; and

WHEREAS, the rules and procedures for the selection and administration of the Transportation Enhancement Program are established in 43 TAC Sections 11.200 et seq.; and

WHEREAS, the governing body of the Local Government has approved entering into this Agreement by resolution or ordinance dated _____, which is attached hereto and made a part hereof as Attachment A;

NOW THEREFORE, the State and the Local Government agree as follows:

CSJ # 0905-06-090 Fed.# 2014(148)TE
District #5- Lubbock
Code Chart 64 # 25650
Project: North University TE
Federal Highway Administration
CFDA # 20.205
Not Research and Development

AGREEMENT

1. **Period of the Agreement**
   This Agreement becomes effective when signed by the last party whose signing makes the Agreement fully executed. This Agreement shall remain in effect until terminated as provided in Article 2.

2. **Termination of the Agreement**
   A. The termination of this Agreement shall extinguish all rights, duties, obligations and liabilities of the State under this Agreement and may be terminated by any of the following conditions:
      1. By mutual written consent and agreement of all parties;
      2. By any party with 90 days written notice; or
      3. By either party, upon the failure of the other party to fulfill the obligations as set forth in this Agreement. Any cost incurred due to such breach of contract shall be paid by the breaching party.

   B. If the potential termination of the Agreement is due to the failure of the Local Government to fulfill its contractual obligations, the State will notify the Local Government that possible breach of contract has occurred. The Local Government should make every effort to remedy the breach within a period mutually agreed upon by both parties.

   C. If the Local Government withdraws from the Project after this Agreement is executed, it shall be responsible for all direct and indirect Project costs as identified by the State's cost accounting system.

   D. A project may be eliminated from the program as outlined below. If the Project is eliminated for any of these reasons, this Agreement will be appropriately terminated. A project may be eliminated from the program, and this Agreement terminated, if:
      1. The Local Government fails to satisfy any requirements of the program rules cited as 43 TAC §11.200 et seq.
      2. The implementation of the Project would involve significant deviation from the activities as proposed in the nomination form.
      3. The Local Government withdraws from participation in the Project.
      4. This is a construction project and construction has not been let by August 31, 2016.
      5. This is not a construction project and project activities have not been completed by _____, 20___.
      6. The State determines that federal funding may be lost due to the Project not being implemented and completed.
      7. Funds are not appropriated, in which case this Agreement shall be terminated immediately with no liability to either party. Payment under this Agreement beyond the current fiscal biennium is subject to availability of appropriated funds.
      8. The Local Government fails to attend progress meetings at least twice yearly, as scheduled by the State.

3. **Amendments**
This Agreement may be amended due to changes in the work, the amount of funding required to complete the Project or the responsibilities of the parties. Such amendment must be made through a mutually agreed upon, written amendment that is executed by the parties.

4. **Scope of Work, Use of Project, and Project Location**
The scope of work for the Project, which is shown in Attachment B, the Project Location Map, described in the nomination form and as approved by the Texas Transportation Commission, consists of: Construction of decorative sidewalk, lighting improvements, trees, irrigation, and benches on North University from U.S. 82 to Amherst Street in Lubbock. The purpose of this Transportation Enhancement Project is to enhance the look of the corridor, as well as provide improvements to the pedestrian access.

Any project changes proposed must be submitted in writing by the Local Government to the State. Changes may also require an amendment to the Agreement and the approval of the Federal Highway Administration (FHWA), the State, or the Commission. Any changes undertaken without written approval and Agreement amendment may jeopardize not only the federal funding for the changes, but the federal funding of the entire Project.

5. **Right of Way and Real Property Acquisition**
   - **A.** Right of way and real property acquisition shall be the responsibility of the Local Government. Title to right of way and other related real property must be acceptable to the State before funds may be expended for the improvement of the right of way or real property. If the Local Government is the owner of any part of the Project site under this Agreement, the Local Government shall permit the State or its authorized representative access to occupy the site to perform all activities required to execute the work.
   - **B.** The Local Government will comply with and assume the costs for compliance with all the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Title 42 U.S.C.A. Section 4601 et seq., including those provisions relating to incidental expenses incurred by the property owners in conveying the real property to the Local Government, and benefits applicable to the relocation of any displaced person as defined in 49 CFR Section 24.2(g). Documentation to support such compliance must be maintained and made available to the State and its representatives for review and inspection.
   - **C.** The Local Government shall assume all costs and perform all work necessary to obtain needed evidence of title or right of use in the name of the Local Government to the real property required for development of the Project. The evidence of title or rights shall be acceptable to the State, and be free and clear of all encroachments. The Local Government shall secure and provide easements and any needed rights of entry over any other land needed to develop the Project according to the approved Project plans. The Local Government shall be responsible for securing any additional real property required for completion of the Project.
   - **D.** The State will not reimburse the Local Government for any real property acquired before execution of this agreement and before federal spending authority is approved.

E. The Local Government shall prepare real property maps, property descriptions, and other data as needed to properly describe the real property and submit them to the State for approval prior to the Local Government acquiring the real property. Tracings of the maps shall be retained by the Local Government for a permanent record.

F. The Local Government agrees to make a determination of property values for each real property parcel to be purchased with federal funds by methods acceptable to the State and to submit to the State a tabulation of the values so determined, signed by the appropriate Local Government representative. The tabulations shall list the parcel numbers, ownership, acreage, and recommended compensation. This tabulation shall be accompanied by an explanation to support the determined values, together with a copy of the documentation and reports used in calculating each parcel's value. Expenses incurred by the Local Government in performing this work may be eligible for reimbursement after the Local Government has received written authorization by the State to proceed with determination of real property values. The State will review the data submitted and will base its reimbursement for parcel acquisitions on these in determining the fair market values.

G. Condemnation shall not be used to acquire real property for this enhancement Project.

H. Reimbursement for real property costs will be made to the Local Government for real property purchased in an amount not to exceed eighty percent (80%) of the cost of the real property purchased in accordance with the terms and provisions of this Agreement. Reimbursement will be in an amount not to exceed eighty percent (80%) of the State's predetermined fair market value of each parcel, or the net cost thereof, whichever is less. In addition, reimbursement will be made to the Local Government for necessary payments to appraisers for expenses incurred in order to assure good title. Any costs associated with the relocation of displaced persons and personal property as well as incidental expenses incurred in acquiring property to implement the Project will be the responsibility of the Local Government and current property owner, at no cost to the State.

I. If the Project requires the use of real property to which the Local Government will not hold title, a separate agreement between the owners of the real property and the Local Government must be executed prior to execution of this Agreement. The separate agreement must establish that the Project will be dedicated for public use for a period of time commensurate with the federal investment, but not less than ten years after project completion. The separate agreement must define the responsibilities of the parties as to the use of the real property and operation and maintenance of the Project after completion. This Agreement must be approved by the State prior to its execution. A copy of the executed Agreement shall be provided to the State.

J. The Local Government agrees to execute individually or produce a legal document as necessary to provide for the Project's continued use from the date of completion, and agrees to cause the same to be recorded in the land records of the appropriate jurisdiction.

K. Local governments receiving federal funds must retain an inventory of funded items and monitor projects in accordance with 23 CFR 710 and 49 CFR 18, and with the procedures provided in the State's Local Government Project Procedures manual. The Local Government agrees to monitor the Project to ensure: (1) continued use of the property for approved activities, and (2) the repayment of the Federal funds, as appropriate.

1. The Local Government agrees to the review of their Project accounts and site visits by the State during the development of the Project at any time.
2. Upon Project completion, the State will continue to perform periodic visits to confirm the Project's continued use and upkeep.

L. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all real property has been acquired.

6. Utilities

The Local Government shall be responsible for the adjustment, removal, or relocation of utility facilities in accordance with applicable State laws, regulations, rules, policies, and procedures, including any cost to the State of a delay resulting from the Local Government's failure to ensure that utility facilities are adjusted, removed, or relocated before the scheduled beginning of construction. The Local Government will not be reimbursed with federal or state funds for the cost of required utility work, unless specified in the Transportation Enhancement Nomination form and approved by the State. The Local Government must obtain advance approval for any variance from established procedures. Before a construction contract is let, the Local Government shall provide, at the State's request, a certification stating that the Local Government has completed the adjustment of all utilities that must be adjusted before construction begins.

7. Environmental Assessment and Mitigation

Development of the Project must comply with the National Environmental Policy Act and the National Historic Preservation Act of 1966, which require environmental clearance of federal-aid projects.

A. The Local Government is responsible for the identification and assessment of any environmental problems associated with the development of the Project.

B. The Local Government is responsible for the cost of any environmental problem's mitigation and remediation. These costs will not be reimbursed or credited towards the Local Government's financial share of the Project unless specified in the nomination form and approved by the State.

C. The Local Government is responsible for providing any public meetings or public hearings required for development of the environmental assessment.

D. Forty five (45) days prior to any construction contract let date, the Local Government shall provide a certification to the State that all environmental problems have been remediated. Additionally, before the advertisement for bids, the Local Government shall provide to the State written documentation from the appropriate regulatory agency or agencies that all environmental clearances have been obtained.

8. Compliance with Texas Accessibility Standards and ADA

All parties to this Agreement shall ensure that the plans for and the construction of the Project subject to this Agreement are in compliance with the Texas Accessibility Standards (TAS) issued by the Texas Department of Licensing and Regulation, under the Architectural Barriers Act, Article 9102, Texas Civil Statutes. The TAS establishes minimum accessibility requirements to be consistent with minimum accessibility requirements of the Americans with Disabilities Act (P.L. 101-336) (ADA).

9. Architectural and Engineering Services

Architectural and engineering services will be provided by the Local Government. In procuring professional services, the parties to this Agreement must comply with federal requirements cited in 23 CFR Part 172 if the Project is federally funded and the Local Government will be seeking reimbursement for these services; and with Texas Government Code 2254, Subchapter A, in all cases. Professional services contracts for federally funded projects must conform to federal requirements.

A. The architectural contract documents shall be developed in accordance with the standards of the American Institute of Architects, the U.S. Secretary of the Interior's *Standards for Historic Preservation Projects, Standards and Guidelines for Archeology and Historic Preservation, the National Register Bulletin Number 36: Guidelines for Evaluating and Registering Historical Archeological Sites* and in consultation with the State Historic Preservation Officer, as applicable. The engineering plans shall be developed in accordance with the State's applicable *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges* and the two American Association of State Highway and Transportation Officials' (AASHTO) publications, *"A Policy on Geometric Design of Highways and Streets"* and *"Guide for the Development of Bicycle Facilities,"* as applicable. All contract procurement procedures and documents must adhere to the applicable requirements established in the *Standard Specifications for Construction and Maintenance of Highways, Streets and Bridges.* The use of other systems of specifications shall be approved by the State in writing in advance.

B. When architectural and engineering services are provided by or through the Local Government, the Local Government shall submit any plans it has completed to the State for review and approval. The Local Government may also submit the plans to the State for review anytime prior to completion. The Local Government shall make the necessary revisions determined by the State. The Local Government will not let the construction contract until all required plans have received State approval.

C. When architectural and engineering services are provided by or through the State, then the following applies:
The State is responsible for the delivery and performance of any required architectural or preliminary engineering work. The Local Government may review and comment on the work as required to accomplish the Project purposes. The State will cooperate fully with the Local Government in accomplishing these Project purposes to the degree permitted by state and federal law.

10. Construction Responsibilities

A. The State shall advertise for construction bids, issue bid proposals, receive and tabulate the bids, and award and administer the contract for construction of the Project. Administration of the contract includes the responsibility for construction engineering and for issuance of any change orders, supplemental agreements, amendments, or additional work orders that may become necessary subsequent to the award of the construction contract. In order to ensure federal funding eligibility, projects must be authorized by the State prior to advertising for construction.

B. All contract letting and award procedures must be approved by the State prior to letting and award of the construction contract, whether the construction contract is awarded by the State or by the Local Government.
C. All contract change order review and approval procedures must be approved by the State prior to start of construction.
D. Upon completion of the Project, the party constructing the Project will issue and sign a "Notification of Completion" acknowledging the Project's construction completion.
E. For federally funded contracts, the parties to this Agreement will comply with federal construction requirements cited in 23 CFR Part 635 and with requirements cited in 23 CFR Part 633, and shall include the latest version of Form "FHWA-1273" in the contract bidding documents. If force account work will be performed, a finding of cost effectiveness shall be made in compliance with 23 CFR Part 635, Subpart B.
F. Any field changes, supplemental agreements, or revisions to the design plans that may occur after the construction contract is awarded will be mutually agreed to by the State and the Local Government prior to authorizing the contractor to perform the work. Prior to completion of the Project, the party responsible for construction will notify the other party to this Agreement of the anticipated completion date. All parties will be afforded the opportunity to assist in the final review of the construction services performed by the contractor.

11. Project Maintenance

A. Upon completion of the Project, the Local Government will be responsible for maintaining the completed facility for public use. The property shall be maintained and operated for the purpose for which it was approved and funded for a period of time commensurate with the federal investment or State rules, whichever is greater. Should the Local Government at any time after Project completion decide it can no longer maintain and operate the Project for its intended purpose, the Local Government shall return the federal funds in accordance with CFR federal recapture requirements. Should the Local Government consider conveying the property, the State and FHWA must be notified prior to the sale, transfer, or disposal of any property that received federal funds. Written concurrence of approval for the transaction, detailing any required recapture, must be obtained from FHWA prior to the transaction. Advance notice from the Local Government of their intended action must be submitted to the State for an FHWA review a minimum of sixty (60) days prior to any action being taken by the Local Government. The Local Government shall be held responsible for reimbursement of all federal funds used or a portion of those funds based on a pro-rata amount, considering the original percentage of federal funds provided and the time elapsed from the Project completion date. This same percentage of reimbursement also applies to any amount of profit that may be derived from the conveyance of the property, as applicable.
B. Any manufacturer warranties extended to the Local Government as a result of the Project shall remain in the name of the Local Government. The State shall not be responsible for honoring any warranties under this Agreement.
C. Should the Local Government derive any income from the development and operation of the Project, a portion of the proceeds sufficient for the maintenance and upkeep of the property shall be set aside for future maintenance. A project income report shall be submitted to the State on a quarterly basis. Monies set aside according to this provision shall be expended

using accounting procedures established under OMB-133 and with the property management standards established in Title 49 CFR §18.32.

D. Should any historic properties be included in or affected by this federally funded Project, the historic integrity of the property and any contributing features must continue to be preserved regardless of any approved changes that may occur throughout the life of the Project.

12. Local Project Sources and Uses of Funds

A. A Project Budget Estimate is provided in Attachment C, showing the total estimated development cost of the Project. This estimate shows the itemized cost of real property, utilities, environmental assessments and remediation, construction, and any other substantial items of cost. To be eligible for reimbursement, costs must have been included in the itemized budget section of the nomination form approved by the Texas Transportation Commission. The State and the Federal Government will not reimburse the Local Government for any work performed before federal spending authority is formally obligated to the Project by the Federal Highway Administration. After federal funds have been obligated, the State will send to the Local Government a copy of the formal documentation showing the obligation of funds including federal award information. The Local Government is responsible for 100% of the cost of any work performed under its direction or control before the federal spending authority is formally obligated.

B. If the Local Government will perform any work under this Agreement for which reimbursement will be provided by or through the State, the Local Government must complete training *in Local Government Procedures Qualification for the Texas Department of Transportation* before federal spending authority is obligated. Training is complete when at least one individual who is working actively and directly on the Project successfully completes and receives a certificate for the course. The Local Government shall provide the certificate of qualification to the State. The individual who receives the training certificate may be an employee of the Local Government or an employee of a firm that has been contracted by the Local Government to perform oversight of the Project. The State in its discretion may deny reimbursement if the Local Government has not designated a qualified individual to oversee the Project.

C. A Source of Funds estimate based on the budget provided in the project nomination form is included as Attachment C. Attachment C shows the percentage and estimated dollar amounts to be contributed to the Project by state and local sources, as well as the maximum amount in federal Transportation Enhancement funds assigned by the Commission to the project. The parties agree that the Agreement may be amended from time to time as required to meet the funding commitments based on revisions to the Transportation Improvement Program, FPAA, or other federal document.

D. The Local Government will be responsible for all non-federal participation costs associated with the Project, including any overruns in excess of the Project cost estimate and any operating or maintenance expenses.

E. The State will be responsible for securing the federal share of funding required for the development and construction of the Project, in an amount not to exceed eighty percent (80%) of the actual cost of the work up to the amount of funds approved for the Project by the Texas Transportation Commission. Federal funds will be reimbursed on a cost basis. Project costs

incurred prior to Project selection by the Texas Transportation Commission and approval by the State to proceed are not eligible for reimbursement.

F. Following execution of this Agreement, but prior to the performance of any review work by the State, the Local Government will pay an amount sufficient to cover the estimated cost for the State's review. The Local Government shall advance to the State fifty-five percent (55%) of the State's administrative and associated cost for review of the plans, specifications, and estimate, 30 days after the execution of the AFA. The Local Government must also advance to the State zero percent (0%) of the Project's estimated preliminary engineering cost, if the State is administering the architectural or engineering contract. The estimated amount of this advance for this Project's preliminary engineering is $24,907.30, in cash. At least sixty (60) days prior to the date set for receipt of the construction bids, the Local Government must advance to the State fifty-five percent (55%) of the State's administrative and associated costs for letting and construction. The Local Government shall also remit its remaining financial share for the Project's estimated construction and construction engineering costs, if the State is letting the Project. The amount to be advanced for this Project's Construction is estimated to be $559,564.70 in cash.

G. In the event the State determines that additional funding is required by the Local Government at any time during the Project, the State will notify the Local Government in writing. The Local Government is responsible for fifty-five percent (55%) of the authorized Project cost and one hundred percent (100%) of any overruns above the federally authorized amount. The Local Government will make payment to the State within thirty (30) days from receipt of the State's written notification.

H. Whenever funds are paid by the Local Government to the State under this Agreement, the Local Government will remit a warrant made payable to the "Texas Department of Transportation Trust Fund." The warrant will be deposited by the State in an escrow account to be managed by the State. Until the final Project accounting, funds in the escrow account may only be applied by the State to the Project.

I. Upon completion of the Project, the State will perform an audit of the Project costs. Any funds due to the Local Government, the State, or the Federal Government will be promptly paid by the owing party. If, after final Project accounting, excess funds remain in the escrow account, those funds may be applied by the State to the Local Government's contractual obligations to the State under another advance funding agreement with approval by appropriate personnel of the Local Government.

J. In the event the Project is not completed, the State may seek reimbursement from the Local Government of the expended federal funds. The Local Government will remit the required funds to the State within sixty (60) days from receipt of the State's notification.

K. If any existing or future local ordinances, commissioners court orders, rules, policies, or other directives, including but not limited to outdoor advertising billboards and storm water drainage facility requirements, are more restrictive than state or federal regulations, or if any other locally proposed changes, including but not limited to plats or re-plats, result in increased costs, then any increased costs associated with the ordinances or changes will be paid by the Local Government. The cost of providing right of way acquired by the State shall mean the total expenses in acquiring the property interests through negotiations, including, but not limited to, expenses related to relocation, removal, and adjustment of eligible utilities.

L. The state auditor may conduct an audit or investigation of any entity receiving funds from the State directly under the Agreement or indirectly through a contract or subcontract under the Agreement. Acceptance of funds directly under the Agreement or indirectly through a contract or 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.

M. The State will not pay interest on any funds provided by the Local Government.

N. The State will not execute the contract for the construction of the Project until the required funding has been made available by the Local Government in accordance with this Agreement.

O. The Local Government is authorized to submit requests for reimbursement by submitting the original of an itemized invoice in a form and containing all items required by the State no more frequently than monthly, and no later than ninety (90) days after costs are incurred. If the Local Government submits invoices more than ninety (90) days after the costs are incurred, and if federal funding is reduced as a result, the State shall have no responsibility to reimburse the Local Government for those costs.

13. Notices

All notices to either party shall be delivered personally or sent by certified or U.S. mail, postage prepaid, addressed to that party at the following address:

Local Government:	State:
Chief Operations Officer City of Lubbock P.O. Box 2000 Lubbock, Texas 79457	Director of Contract Services Office Texas Department of Transportation 125 E. 11th Street Austin, Texas 78701

All notices shall be deemed given on the date delivered in person or deposited in the mail, unless otherwise provided by this agreement. Either party may change the above address by sending written notice of the change to the other party. Either party may request in writing that notices shall be delivered personally or by certified U.S. mail, and that request shall be carried out by the other party.

14. Legal Construction

In case one or more of the provisions contained in this Agreement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions and this Agreement shall be construed as if it did not contain the invalid, illegal, or unenforceable provision.

15. Responsibilities of the Parties
The State and the Local Government agree that neither 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.

16. Ownership of Documents
Upon completion or termination of this Agreement, all documents prepared by the State shall remain the property of the State. All data prepared under this Agreement shall be made available to the State without restriction or limitation on their further use. All documents produced or approved or otherwise created by the Local Government shall be transmitted to the State in the form of photocopy reproduction on a monthly basis as required by the State. The originals shall remain the property of the Local Government.

17. Document and Information Exchange
The Local Government agrees to electronically deliver to the State all general notes, specifications, contract provision requirements, and related documentation in a Microsoft® Word or similar format. If requested by the State, the Local Government will use the State's document template. The Local Government shall also provide a detailed construction time estimate, including types of activities and month in which the activity will be completed, in the format required by the State. This requirement applies whether the Local Government creates the documents with its own forces or by hiring a consultant or professional provider. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

18. Compliance with Laws
The parties shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of this agreement. When required, the Local Government shall furnish the State with satisfactory proof of this compliance.

19. Sole Agreement
This Agreement constitutes the sole and only agreement between the parties and supersedes any prior understandings or written or oral agreements respecting the Agreement's subject matter.

20. Cost Principles
In order to be reimbursed with federal funds, the parties shall comply with the Cost Principles established in OMB Circular A-87 that specify that all reimbursed costs are allowable, reasonable, and allocable to the Project.

21. Procurement and Property Management Standards
The parties shall adhere to the procurement standards established in Title 49 CFR §18.36 and with the property management standard established in Title 49 CFR §18.32.

22. Inspection of Books and Records
The parties to this Agreement shall maintain all books, documents, papers, accounting records, and other documentation relating to costs incurred under this Agreement and shall make such materials available to the State, the Local Government, and, if federally funded, the Federal

Highway Administration (FHWA), and the U.S. Office of the Inspector General, or their duly authorized representatives for review and inspection at its office during the Agreement period and for four (4) years from the date of completion of work defined under this Agreement or until any impending litigation or claims are resolved. Additionally, the State, the Local Government, and the FHWA and their duly authorized representatives shall have access to all the governmental records that are directly applicable to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions.

23. Civil Rights Compliance

The Local Government shall comply with the regulations of the U. S. Department of Transportation as they relate to non-discrimination (49 CFR Part 21 and 23 CFR Part 200), and Executive Order 11246 titled "Equal Employment Opportunity," as amended by Executive Order 11375 and supplemented in the Department of Labor Regulations (41 CFR Part 60).

24. Disadvantaged Business Enterprise Program Requirements

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

B. The Local Government shall adopt, in its totality, the State's federally approved DBE program.

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

D. The Local Government shall follow all other parts of the State'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://ftp.dot.state.tx.us/pub/txdot-info/bop/dbe/mou/mou_attachments.pdf.

E. The Local Government shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation (DOT)-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Local Government shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non-discrimination in award and administration of DOT-assisted contracts. The State's DBE program, as required by 49 CFR Part 26 and as approved by DOT, 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 Local Government of its failure to carry out its approved program, the State may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

F. Each contract the Local Government 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 DOT-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.

25. Debarment Certifications

The parties are prohibited from making any award at any tier to any party that 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 Local Government certifies that it and its principals are 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, to include principals, that is currently debarred, suspended, or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549. The parties to this Agreement shall require any party to a contract, subcontract, or purchase order awarded under this Agreement to certify its eligibility to receive federal funds and, when requested by the State, to furnish a copy of the certification.

26. Lobbying Certification

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

A. No federal appropriated funds have been paid or will be paid by or on behalf of the parties 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 agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with federal contracts, grants, loans, or cooperative agreements, the signatory for the Local Government shall complete and submit the federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The parties 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 all sub-recipients shall certify and disclose accordingly. Submission of this certification is a prerequisite imposed by Title 31 U.S.C. §1352 for making or entering into this transaction. 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.

27. Insurance

A. Should this Agreement authorize the Local Government or its contractor to perform any work on State right of way, before beginning work, the entity performing the work shall provide the State with a fully executed copy of the State's Form 1560 Certificate of Insurance verifying the existence of coverage in the amounts and types specified on the Certificate of Insurance for all

persons and entities working on State right of way. This coverage shall be maintained until all work on the State right of way is complete. If coverage is not maintained, all work on State right of way shall cease immediately, and the State may recover damages and all costs of completing the work.

B. For projects including buildings, the Local Government agrees to insure the building according to Department specifications and further agrees to name the Federal Government as a "*Loss Payee*" should the building be destroyed.

28. 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 (FFATA) and implementing regulations at 2 CFR Part 170, including Appendix A. This agreement is subject to the following award terms: http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf and http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22706.pdf.

B. The Local Government 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.sam.gov/portal/public/SAM/;
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 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.

29. 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 $750,000 or more are met during the Local Government's fiscal year, the Local Government 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/inside-txdot/office/audit/contact.html.

C. If expenditures are less than $750,000 during the Local Government's fiscal year, the Local Government must submit a statement to TxDOT's Audit Office as follows: "We did not meet the $750,000 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 Local Government 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.

30. Signatory Warranty
Each signatory warrants that the signatory has necessary authority to execute this agreement on behalf of the entity represented.

THIS AGREEMENT IS EXECUTED by the State and the Local Government in duplicate.

THE LOCAL GOVERNMENT
CITY OF LUBBOCK

_____ _____
Glen C. Robertson, Mayor Date

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, Acting City Attorney

THE STATE OF TEXAS

_____
Janice Mullenix
Director of Contract Services
Texas Department of Transportation

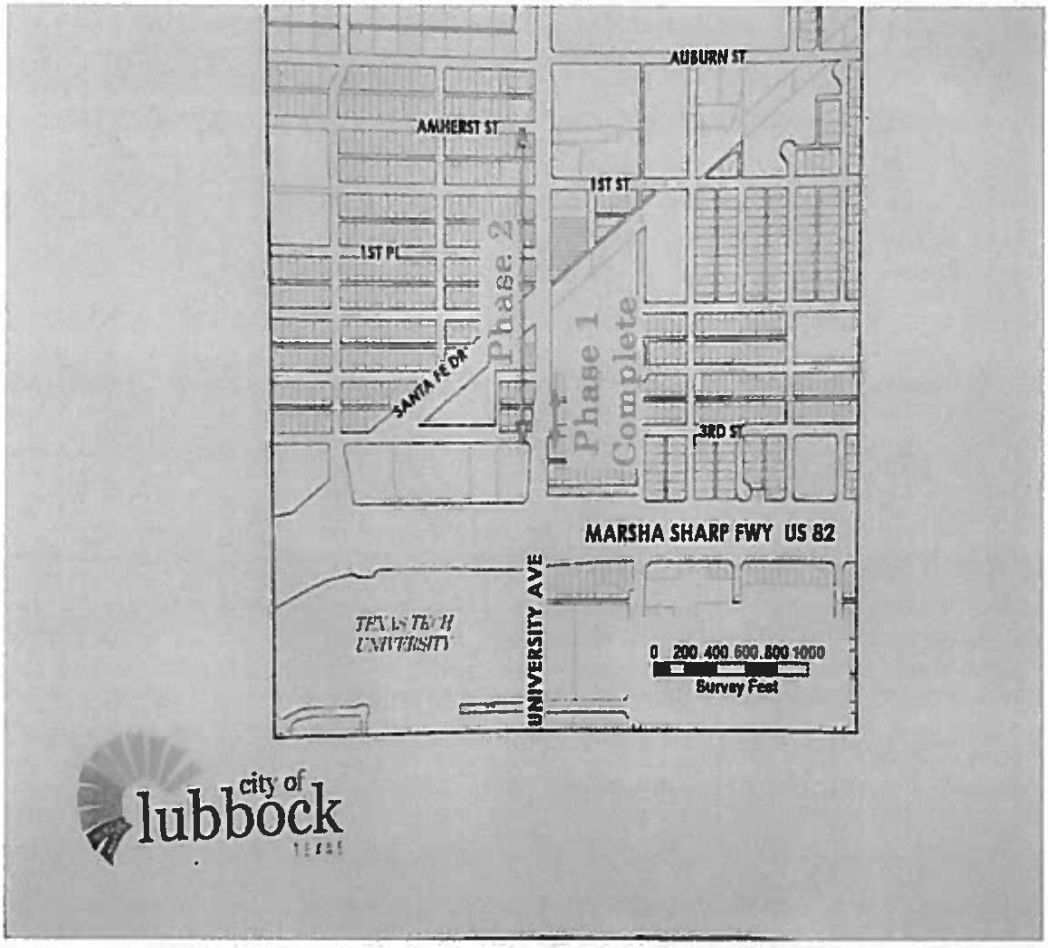
_____
Date

CSJ # 0905-06-090 Fed.# 2014(148)TE
District #5- Lubbock
Code Chart 64 # 25650
Project: North University TE
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT A
RESOLUTION OF LOCAL GOVERNMENT

CSJ # 0905-06-090 Fed.# 2014(148)TE
District # Lubbock
Code Chart 64 #25650
Project: North University TE
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT B
PROJECT LOCATION MAP



CSJ # 0905-06-090 Fed.# 2014(148)TE
District # Lubbock
Code Chart 64 #25650
Project: North University TE
Federal Highway Administration
CFDA # 20.205
Not Research and Development

ATTACHMENT C

PROJECT BUDGET ESTIMATE AND SOURCE OF FUNDS

Off-System Standard AFA Budget Page – for TE Projects Budget Estimate

LG Performs PE Work or Hires Consultant / TxDOT Lets Project to Construction Contract

Description of Project Cost to be incurred:	**Total Estimated Cost = Authorized Amount**	**Federal Participation (80% or <) Max TE $478,278.00**		**State Participation = $0.00**		**Local Participation (20% or greater)**	
Locals: Retain their match for any services listed below, when they administer those services.		**%**	**Cost**	**%**	**Cost**	**%**	**Cost**
Planning, research, surveying, education for non-construction related projects	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
Environmental Cost - by LG	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
ROW-by LG	$0.00	0.00%	$0.00	0.00%	$0.00	0.00%	$0.00
Subtotal by Local Gov't	**$0.00**	**0.00%**	**0.00%**	**0.00%**	**$0.00**	**100.00%**	**$0.00**
TxDOT Administrative cost incurred - PE:	**Based on 15% of overall TxDOT ADM Cost estimated in Nomination's budget**						***Due within 30 days**
TxDOT - PE Phase – Direct State Cost reviews, clearances, admin., coordination, etc.	$45,286.00	45.00%	$20,378.70	0.00%	$0.00	55.00%	*$24,907.30
TxDOT Administrative cost incurred - CE:	**Remaining % of TxDOT ADM Cost based on current Budget Estimate at letting**						****Due 60 days prior**
TxDOT - Construction Phase – Direct State Costs-oversight, inspection, site visits, etc.	$91,866.61	45.00%	$41,339.97	0.00%	$0.00	55.00%	**$50,526.64
Direct Project Construction COST							
Construction Contract – work bid items, letting fees, clearances, permits, etc. ,CE	$924,209.00	45.00%	$415,894.05	0.00%	$0.00	55.00%	$508,314.95
Other Associated Construction Cost	$1,478.39	45.00%	$665.28	0.00%	$0.00	55.00%	$813.11
Subtotal Construction	**$1,017,554.00**	**45.00%**	**$457,899.30**	**0.00%**	**$0.00**	**55.00%**	**$559,654.70**
TOTAL	**$1,062,840.00**	**45.00%**	**$478,278.00**	**0.00%**	**$0.00**	**55.00%**	**$584,562.00**

CSJ # 0905-06-090 Fed.# 2014(148)TE
District # Lubbock
Code Chart 64 #25650
Project: North University TE
Federal Highway Administration
CFDA # 20.205
Not Research and Development

The Estimated Total Participation by the Local Government is $584,562.00, plus 100% of overruns. This is an estimate. The eligible percent of required local match as stated in the nomination is 20% or greater. The final amount of Local Government participation will be based on actual costs and values. The Maximum TE federal funds available for the project are $478,278.00.

City of Lubbock, TX
Capital Project
Project Cost Detail
April 24, 2014

Capital Project Number:	90095
Capital Project Name:	North Universtiy Enhancement Project

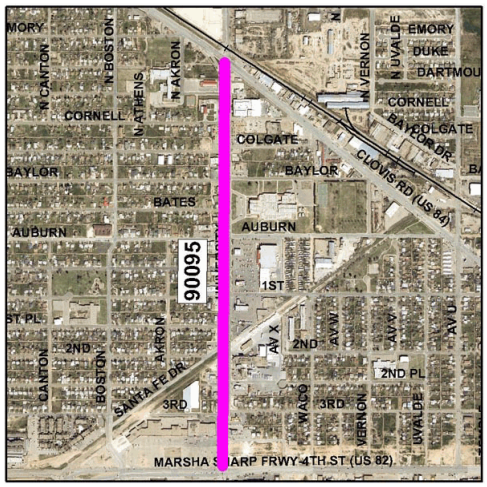
	Budget
Encumbered/Expended	
Phase 1 Design	$ 199,852
Phase 1 Construction	312,695
Advertising and Promotion	784
Staff	18,023
Misc postage	81
Agenda Item April 24, 2014	
Advance Funding Agreement with TxDOT	584,652
Encumbered/Expended To Date	1,116,087
Estimated Costs for Remaining Appropriation	
Construction	133,913
Remaining Appropriation	133,913
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 **5. 5.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution 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.

Item Summary

The Lake Alan Henry intake tower and bridge were constructed with the John T. Montford Dam in 1994. During an annual dam safety inspection and evaluation it was noted that the intake tower bridge deck has experienced movement over time.

Phase 1A of this project involved the installation of instrumentation to the bridge structure and a 12-month monitoring period of that equipment. It also included, the underwater visual inspection of the structure, updated survey of the bridge deck and slopes around the dam, a geotechnical investigation, and analysis of the data collected. Phase 1B included a very technical analysis and modeling of the structure to better pinpoint the issues surrounding the movement of the bridge deck. Due to the long periods of observation and data collection, the Amendment will continue the time allowed to complete the work in Phase 1B.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, PE, Director of Public Works

Attachments

Resolution - Freese and Nichols

Amendment - Freese and Nichols

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 Professional Services Contract No. 12-10505-DG dated November 8, 2012 for professional engineering services related to the Preliminary Design of the Lake Alan Henry Intake Structure Investigation, by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Amend #1 Agrmt-Freese & Nichols
March 11, 2014

AMENDMENT NUMBER 1 TO PROFESSIONAL SERVICES CONTRACT NO. 12-10505-DG BETWEEN THE CITY OF LUBBOCK AND FREESE AND NICHOLS, INC.

AMENDMENT NUMBER 1 DATED April ___, 2014, to the agreement between City of Lubbock, (City) and Freese and Nichols, Inc., (Engineer) dated November 8, 2012 ("the Agreement") concerning professional engineering services related to the Preliminary Design of the Lake Alan Henry Intake Structure Investigation.

The Engineer has entered into the Agreement with City for the furnishing of professional services, and the parties now desire to amend the Agreement.

There is no additional compensation authorized by this Amendment No. 1 beyond the compensation set forth in the Agreement. Amendment No. 1 extends the Agreement an additional 365 days from the expiration date of the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CITY OF LUBBOCK

By: _____
Glen C. Robertson

Title: Mayor

Date: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPTORVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

CONSULTANT:

FREESE AND NICHOLS, INC.

By: _____
John Rutledge, P.E.

Title: Principal

Date: 4/1/14

APPROVED AS TO CONTENT:

_____
Wood Franklin, City Engineer

_____
John Turpin, P.E., Chief Water Utilities Engineer

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

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution 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.

Item Summary

The City currently operates a water distribution system which serves a peak daily demand of nearly 65 million gallons per day (MGD) and an average daily demand of about 32 MGD. The distribution system is made up of pipelines, valves, pumps and tanks that range in age from 75 years old to newly-installed. The current water supply and infrastructure will need timely maintenance, conservation measures, and increased efficiency to maintain pace with the future growth.

The proposed water distribution model update will assess various present and future water infrastructure needs, evaluate the effectiveness of the current system, and focus maintenance resources. The model must accurately reflect the current system and have the ability to test proposed infrastructure changes. The Master Plan will provide an analysis using the model for recommending future Capital Improvement Projects based on needs identified during the project.

The model will include the design of a system with enough detail to allow approximation and evaluation of the following scenarios: water audit & balancing, water age within the system; reveal areas at risk for low fire flow; zones of potential low disinfection residual; system pressure and pressure plane breaks - modeling multiple valve control combinations; energy peak and usage conditions, tank balancing and pumps usage within various flow regimes. Based on the modeling evidence and existing water planning documents, a water infrastructure master plan will be developed. The master plan will include the following detailed elements: analysis of current and proposed ground and elevated storage tanks; assessment of current and proposed water distribution pipe and pump infrastructure and recommendations for possible improvements and associated costs.

The evaluation committee independently reviewed the Statements of Qualification based on the criteria listed in the RFQ. Those criteria and relative percentage are summarized as follows:
1. Project Team Organization & Qualifications (30%).
2. Experience on Similar Projects (30%).
3. Project Approach (30%).
4. Overall Responsiveness to the RFQ (10%).

Six consulting firms submitted Statements of Qualification to the City for professional services related to the Modeling & Master Plan design project. The six firms and associated scores are as follows:

Freese & Nichols of Fort Worth, TX	448
HDR of Dallas, TX	417
Alan Plummer of Fort Worth, Tx	396

Lockwood Andrews & Newnam of Austin, Tx	389
Black & Veatchof Dallas, Tx	357
Parkhill Smith & Cooper of Lubbock, Tx	328

Staff recommends award of this contract to Freese and Nichols of Fort Worth, Texas, the highest scoring firm based upon fair and reasonable hourly rates agreed upon for a total not to exceed amount of $489,535.

Fiscal Impact

$500,000 is appropriated in Capital Improvement Project 8587, Water System Master Plan & Model Update, with $489,535 available for this purpose.

Staff/Board Recommending

R. Keith Smith, PE, Director of Public Works

Attachments

Resolution
Contract
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 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 Freese and Nichols, Inc., for professional services related to the development and implementation of the Water Master Plan, 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:Prof Srvs Agrmnt-Freese and Nichols, Inc.
4.7.14

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2014 (the "Effective Date"), is by and between the City of Lubbock, (the "City"), a Texas home rule municipal corporation, and Freese and Nichols, 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 Water Master Plan (the "Activities" or "Project"); and

WHEREAS, ENGINEER has a professional staff experienced and is qualified to provide professional engineering services related to the 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 460 days, 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 General and Basic Services based on hourly rates, not to exceed $489,535.00, per Exhibit "A", Exhibit "B", and 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 contract, 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 are 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 Water Distribution System Modeling and Master Plan, as defined and provided in Exhibit "A," "Scope of Services".

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 subconsultants, 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 subconsultant of Engineer to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. All policies will be written on per 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 subconsultant 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 subconsultant. 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 ten (10) years after the completion of work specified in the 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 "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Subconsultants. 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 Subconsultant. Any agent and/or Subconsultant 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 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 OF 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:

Freese and Nichols, Inc.
Attn: Jessica Brown, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone: (817) 735-7300
Facsimile: (817) 735-7492

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

City of Lubbock
Attn: John Turpin, P.E.
P. 0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775 – 2342
Facsimile: (806) 775 – 3344

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", "B", and "C", 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:

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

John Turpin, P.E., Chief Water Utilities Engineer

APPROVED AS TO FORM:

Richard Casner, Natural Resources &
Utilities Attorney

FREESE AND NICHOLS, INC.

By: _____

Name: Jessica Brown, P.E.

Title: Principal

EXHIBIT A

SCOPE OF SERVICES FOR:

WATER DISTRIBUTION SYSTEM MODELING AND MASTER PLAN

GENERAL:

Freese and Nichols, Inc. (FNI) understands that the City of Lubbock (City) is requesting assistance with the Water Distribution System Modeling and Master Plan, involving hydraulic analyses of the water distribution system and development of a Capital Improvement Plan (CIP). A summary of deliverables and workshops is summarized below.

Summary of Deliverables

- TM-1: Population and Demand Projections and Allocation (Task A)
- TM-2: Hydraulic Field Testing and Model Calibration (Task C)
- Existing System Evaluation Workshop Presentation (Task D)
- Future System Analysis Workshop Presentation (Task E)
- Water Master Plan Report (Task F)
- Water System Model (Task F)
- GIS files for CIP (Task F)
- Model Operations Manual (Task G)

Summary of Workshops

- Workshop #1: Demand Projections (Task A)
- Workshop #2: Existing System Evaluation (Task D)
- Workshop #3: Future System Analysis (Task E)
- Workshop #4: Draft Capital Improvement Plan (Task F)

All workshops and meetings will be held in the City of Lubbock, as designated by the City of Lubbock staff.

BASIC SERVICES: FNI shall render the following professional services in connection with the development of the Project:

Task A. Population and Water Demand Projections

A.1 Project Kick-Off Meeting and Model Selection Workshop: Freese and Nichols, Inc. (FNI) will meet with the City to review scope, project team and schedule of the project, and present a data request memorandum. As part of the kickoff meeting, FNI will also present information on modeling software options to the City for selection of a water modeling software for the Water Master Plan.

A.2 Data Collection: FNI will compile information needed for demand projections and model development from the City including GIS files, as-built drawings, pump station layouts, pump curves, storage tank facility layouts, tank volume curves, recently completed water system improvements, water production data, utility billing data, future land use data and population projections.

A.3 Review and Evaluate Historical Water Usage Data: FNI will review and evaluate historical water usage overall and by single family residential, multifamily residential, commercial/ industrial and selected large users. FNI will review the City's Water Conservation Plan to ensure consistent planning during the development of water demand projections.

A.4 Develop Design Criteria for Water Demand Projections: Based on the review of historical data, FNI will develop design criteria for water demand projections including per-capita consumption rates, non-residential usage factors, maximum day to average day peaking factor, and maximum hour to maximum day peaking factor.

A.5 Develop and Distribute Existing Demands: FNI will utilize data from the City's billing system database to geocode and allocate existing demands throughout the City. The data will consist of metered usage fields for each customer account. FNI will review Summer 2014 data and compare to historical data to determine impacts of conservation on maximum day and peak hour demands. Demands will be distributed for average day and maximum day conditions.

A.6 Develop Population and Non-residential Growth Projections: FNI will utilize information from the City's Planning Department and develop updated population and non-residential growth projections for 5-year, 10-year and 20-year planning periods. The growth projections will also take into account information from Texas Tech on future expansions and land use plans that may impact the projected water demands.

A.7 Develop Water Demand Projections: Utilizing selected design criteria and land use assumptions, FNI will develop projected average day, maximum day, and peak hour demands for 5-year, 10-year and 20-year planning periods.

A.8 Allocate Future Water Demands throughout the City: Distribute projected water demands for 5-year, 10-year and 20-year conditions for average day and maximum day by pressure plane and by smaller planning areas. Large water users will be distributed as point loads.

A.9 Develop Technical Memorandum TM-1 – Population and Water Demand Projections: FNI will prepare a technical memorandum that documents the analysis of historical usage data, and future population and water demand projections. Submit three (3) copies and digital files in PDF format of the draft TM-1.

A.10 Conduct Workshop on Population and Water Demand Projections (Workshop #1): FNI will prepare for and conduct a workshop with the City on TM-1 and to discuss population and water demand projections.

A.11 Finalize TM-1 – Population and Water Demand Projections: FNI will revise TM-1 to incorporate comments from workshop. Submit three (3) copies and digital files in PDF format of the final TM-1.

Task B. Water Model Development

B.1 Evaluate and Review Water System GIS for Developing All-Pipes Water Model: FNI will analyze water system GIS information and historical mapping data to determine additional pipeline attribute data needs or connectivity corrections needed for water model development including recently constructed lines that may not appear in the GIS.

B.2 Meet with City Engineering and GIS personnel to Review Modifications Needed for Model Development and Maintenance: Meet with City to review GIS coverage, updating process, and available attribute data and to discuss modifications needed to support water model in the future.

B.3 Assist City in Conducting Modifications to GIS Data to Fix Connectivity Problems throughout Selected Water Lines: Engineer will run node connection routines on all selected lines to be modeled and assist City GIS staff in making adjustments to fix connectivity problems.

B.4 Construct Water System Model using GIS Data: Engineer will construct the water model using GIS and as-builts of pumping and storage facilities. The final model will be delivered in Task F.8.

B.5 Review & Delineate Pressure Plane Boundaries in Water Model: FNI will work with City staff to verify and update the current location of pressure plane divider valves that create the pressure plane boundaries throughout the water distribution system.

B.6 Obtain and Evaluate SCADA Data: Obtain SCADA data for field testing period and two weeks of typical average day and peak summer usage. SCADA data will be used for model development, development of diurnal curves and model calibration.

B.7 Develop Summer Diurnal Demand Curves from SCADA Data: FNI will utilize the SCADA data to develop diurnal curves representing existing 24-hour peak summer water usage patterns.

Task C. Field Testing & Model Calibration

C.1 Identify and Map Pressure Recorder Locations: FNI will meet with the City to identify up to 16 locations in the West/Southwest and East Pressure Planes for field testing based on model calibration needs and areas of concern from City. Sixteen pressure testing recorders will be furnished by FNI.

C.2 Conduct Summer Pressure Testing: FNI will assist and coordinate with the City in performing pressure testing. Testing will consist of recording pressure readings for a two week time period along with needed SCADA data during field testing. FNI will prepare procedures for field testing showing proposed location of testing, duration of testing, required SCADA data during testing period, and assistance from water utility department. FNI will set up the pressure recorders for the desired recording interval and download and process the field testing data. The City will install and remove the pressure recorders on the designated fire hydrants.

C.3 Develop Protocol for Pump Performance Testing: FNI will develop a protocol outlining the pump curve field testing to for up to five (5) pump stations. The protocol will outline the testing methodology, pump parameters to be measured, pump testing combinations, equipment required and system operating conditions during testing. FNI will review available pump data and make recommendations for additional data from pump vendors as needed.

C.4 Meet with City to Review Pump Testing Protocol and Conduct Pump Station Site Visits: FNI will meet with the City to review the pump testing protocol, responsibilities during testing and to discuss time period and operating conditions to conduct tests while maintaining adequate system operation. Following meeting, FNI will conduct site visits to review pump fittings for testing equipment, accessibility of pumps and SCADA for pump curve performance tests.

C.5 Conduct Field Pump Curve Testing at Selected Pump Station Facilities: FNI will conduct the field pump testing at each selected pump station facility measuring flow and head conditions at a minimum of three operating points for each pump to allow the development of an updated field pump curve that can be used for representation of the range of anticipated operating conditions. FNI will summarize results into a memorandum and compare differences between original factory curves vs. actual field pump curves.

C.6 Conduct EPS Model Calibration: FNI will conduct a 24-hour extended period simulation model calibration by adjusting c-factors, peaking factors, diurnal curves, and demand distribution until modeling results match the field pressure measurements and pump/tank operation. FNI will provide comparison graphs and mapping to document model calibration results.

C.7 Develop Technical Memorandum TM-2 – Hydraulic Field Testing and Model Calibration: FNI will prepare a technical memorandum that documents model construction and calibration. The TM will also discuss the results of the field pressure testing and pump testing. Submit three (3) copies and digital files in PDF format of the draft TM-2.

C.8 Meet with City to Review TM-2 and Water Model Calibration Results: FNI will prepare mapping showing comparison of water pressure testing results and SCADA data vs. model pressure results for water model calibration and meet with the City to demonstrate results.

C.9 Finalize TM-2 – Hydraulic Field Testing and Model Calibration: FNI will revise TM-2 to incorporate comments from workshop. Submit three (3) copies and digital files in PDF format of the final TM-2.

Task D. Existing System Hydraulic Analysis

D.1 Perform Average Day EPS Modeling of Existing System: FNI will utilize SCADA data from typical average day demand system operation to develop an existing system average day EPS simulation. FNI will conduct EPS modeling of the existing water system for average day operating conditions to evaluate tank cycling, system pressures and deficiencies within the existing water system. FNI will prepare graphs that document system operations and mapping that documents system pressures for the existing system average day EPS scenario.

D.2 Perform Maximum Day EPS Modeling of Existing System: FNI will utilize SCADA data from typical maximum day demand system operation to develop an existing system maximum day EPS simulation. This scenario will include the maximum hour demand condition. FNI will conduct EPS modeling of the existing water system for maximum day operating conditions to evaluate tank cycling, system pressures, and deficiencies within the existing water system. FNI will prepare graphs that document system operations and mapping that documents system pressures for the existing system maximum day EPS scenario.

D.3 Conduct Fire Flow Analysis for Existing System: Utilize water system model to conduct fire flow analysis under existing maximum day demands to identify areas with less than adequate fire flow capacity. A minimum fire flow of 1,000 gpm will be used for analysis. The City will provide fire flow requirements for customers with required fire flows greater than 2,000 gpm, where available. Mapping of available fire flows will be overlaid on the existing water system mapping.

D.4 Evaluate TCEQ Capacity Requirements Compliance: FNI will evaluate the system by pressure plane for compliance with the TCEQ Chapter 290 water system capacity requirements. FNI will analyze production capacity, pumping capacity, elevated storage capacity, and total storage capacity by pressure plane to determine if any deficiencies exist.

D.5 Evaluate Existing Pressure Plane Delineation: Analyze existing pressure plane delineation based on modeling results, field testing data and water supply locations. Evaluate and recommend modifications to the existing pressure plane boundaries. FNI will present mapping showing proposed water system pressures throughout City under new pressure plane boundary alternatives vs. existing pressure plane delineation.

D.6 Perform Water Age Modeling for Existing System: FNI will conduct water age modeling for the existing water system for up to two different operational scenarios using the operational controls developed in the previous task. FNI will run the EPS water age model for adequate simulation duration to ensure a repeating pattern of water age. FNI will use the EPS model to investigate potential operational modifications to reduce water age in areas of concern. FNI will prepare large scale color-coded mapping showing the water age throughout the system.

D.7 Conduct Source Trace Modeling: FNI will conduct source trace modeling for up to three operational scenarios to identify mixing zones within the distribution system. FNI will prepare large scale color-coded mapping showing the predicted mixing zones throughout the system.

D.8 Prepare Mapping and Presentation for Existing Distribution System Evaluation Workshop: FNI will develop mapping and a presentation for the workshop on the existing system analysis, including system deficiencies, fire flow results and reliability concerns.

D.9 Workshop with the City on Existing Distribution System Evaluation (Workshop #2): FNI will meet with the City to discuss the results of the existing system evaluation and identify potential level of service targets.

Task E. Future System Analysis

E.1 Identify Capacity and Operational Criteria for System Improvements: FNI will develop target design criteria with the City including maximum velocities and headloss gradients, minimum and maximum pressures, tank drain/fill rates, and storage volumes based on desired level of service.

E.2 Evaluate Pumping, Storage, and Production Capacity for Future Needs: FNI will analyze and develop existing vs. recommended capacity charts for pumping, ground and elevated storage, and water production capacity throughout the city based on criteria developed for system improvements, including minimum TCEQ capacity requirements identified in Chapter 290.

E.3 Utilize 20-Year Model to Determine Sizing of Water System Improvements: FNI will utilize the 20-year EPS scenario with projected demands to evaluate alternatives to meet future water demands, further leveraging the Lake Alan Henry supply. Determine sizing of water system transmission, elevated and ground storage, and pumping facilities needed to serve 20-year demands throughout each pressure plane service area using the EPS model analyses under average day and maximum day demand conditions. The minimum line size for recommended piping improvements will be 12-inches, with the exception of dead end looping or water age related improvements.

E.4 Utilize 5-year and 10-year Water System Model Scenarios to Determine Phasing of Water System Improvements: FNI will utilize the interim 5-year and 10-year average day and maximum day EPS model scenarios to determine phasing of water system improvements. System improvements will include transmission, storage, pumping and distribution system related needs. The first five years of the recommended CIP will be phased yearly, and the subsequent years will be phased by planning period (10- and 20-year).

E.5 Utilize Water System Model to Evaluate System Reliability: FNI and the City will jointly identify up to three (3) outage scenarios, the desired level of service and system criteria for the system reliability analysis. FNI will utilize the water model with proposed improvements to determine system capacity for selected major outage conditions. FNI will present reliability modeling results to the City and make adjustments to the proposed system improvements as needed to reduce the water system vulnerability to system outages.

E.6 Evaluate Impact of Future Conservation on Sizing and Timing of System Improvements: FNI will utilize the conservation demand scenario developed in Task A to determine if additional water conservation impacts the sizing and/or timing of proposed system improvements.

E.7 Perform Water Age Modeling for Future System: FNI will conduct water age modeling for up to two future operational scenarios defined jointly by FNI and the City to document the impact of recommended improvements on water age in the distribution system.

E.8 Prepare for and Conduct Workshop with City to Present Results of Future System Analysis (Workshop #3): FNI will prepare mapping and presentation and conduct a workshop with the City to discuss results of the future system analysis, including the capacity analysis, reliability analysis, future water age analysis and trigger points for the recommended improvements.

Task F. Capital Improvement Plan, Master Plan Report and Presentation

F.1 Develop Draft Capital Improvement Plan (CIP) Costs, Phasing Plan and Mapping: FNI will develop costs for each proposed project, draft CIP scheduling of projects based upon water system modeling requirements and reliability needs, project drivers (such as growth, regulatory, reliability, etc.) and mapping showing project locations. Costs will be in Year 2015 dollars and will include engineering and contingencies. Project will be phased by fiscal year for the first five year and by planning period for subsequent projects.

F.2 Prepare for and Conduct Workshop with City on Draft Capital Improvement Plan (Workshop #4): FNI will prepare mapping and a presentation for and conduct a workshop with the City to discuss draft CIP, project phasing, results of prioritization and analyze alternative completion dates as necessary.

F.3 Revise and Finalize Water System CIP: FNI will revise EPS modeling and hydraulic analysis based on City's comments from workshop and will develop a final water system CIP with costs for each proposed project, descriptions, drivers/justification, CIP scheduling of projects based upon revised water system modeling requirements and reliability needs, and mapping showing project locations.

F.4 Prepare Draft Master Plan Report: FNI will prepare a Master Plan Report discussing assumptions, methodologies and findings for population and water demand projections, field testing and model calibration, existing and future system hydraulic analyses, and recommended Capital Improvement Plan including schedule and costs of improvements. Deliver 5 copies of the draft report to City.

F.5 Meet with City to Review Draft Master Plan Report: Meet with City to discuss the draft Master Plan Report, project phasing and analyze alternative completion dates as necessary.

F.6 Revise Master Plan Report to Incorporate City's Comments: FNI will revise the report based on City's comments and submit 15 final hard copies and five CDs with an electronic copy in PDF format of the Master Plan Report to the City.

F.7 Conduct Water Master Plan Report Presentation: FNI will develop a presentation and present the results of the Water Master Plan to City Council.

F.8 Deliver GIS Mapping and Modeling Files to the City: FNI will deliver the water model and GIS files to the City.

Task G. Model Training Workshops and Operations Manual

G.1 Conduct Water System Model Training: FNI will conduct two (2) full-days of model training for City staff. The training workshops will be conducted at City of Lubbock's office and will include hands-on instruction using the City's water model.

G.2 Develop Model Operations Manual: FNI will develop a Model Operations Manual that documents the model development, calibration and analysis. Components of the Operations Manual will include:

- Model facilities
- Demand allocation methodology
- Scenario structure and nomenclature
- Data set structure and nomenclature
- EPS calibration documentation
- Documentation of existing and future scenarios
- Model update and maintenance recommendations

TIME OF PERFORMANCE: FNI is authorized to commence work on The Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- Notice to Proceed from Owner – April 27, 2014
- Submit Draft Water Master Plan Report – March 31, 2015
- Submit Final Water Master Plan Report – May 31, 2015
- Complete Model Training and Model Operations Manual – July 31, 2015

The above schedule is based upon OWNER review of the draft Water Master Plan and other submittals within two weeks of submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. In the event FNI asserts that it is entitled to additional time, it shall provide notice to the OWNER as soon as reasonably practicable after the event allegedly causing such delay shall occur ("Delay Event"), but in no event to exceed five (5) business days after the occurrence of the Delay Event. FNI shall use and exercise all diligence to promptly remove or remediate such Delay Event. In the event notice of the Delay Event shall not be provided as prescribed herein, FNI shall not be entitled to relief from schedule as provided in this AGREEMENT. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, except any delays occasioned by subcontractors or sub consultants of FNI, and governmental approvals. These delays may result in an adjustment to compensation, as may be agreed upon by the City.

EXHIBIT A, PART 2, ADDITIONAL SERVICES

WATER DISTRIBUTION SYSTEM MODELING AND MASTER PLAN

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described General Services and Basic Services, are, except as may otherwise be provided in this Agreement to be performed by FNI, described as follows:

A. Field layouts or the furnishing of construction line and grade surveys.

B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.

C. Providing renderings, model, and mock-ups requested by the Owner.

D. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not within the control of FNI, or its subcontractors or subconsultants.

E. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.

F. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.

G. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.

H. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.

I. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications made or requested by the City.

J. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT. This provision shall not apply to any expense related to a legal action to which FNI is a party.

K. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.

L. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

M. Visits to the site in excess of the number of trips included in the General Services or Basic Services for periodic site visits, coordination meetings, or contract completion activities.

N. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.

O. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form, except as noted in the scope of services.

P. Providing value engineering studies or reviews of cost savings proposed by others.

Q. Provide any services after the satisfactory conclusion and completion of the General Services and Basic Services of the Project.

EXHBIT A, PART 3, RESPONSIBILITIES OF THE OWNER

WATER DISTRIBUTION SYSTEM MODELING AND MASTER PLAN

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a reasonably timely manner so as not to delay the services of FNI:

A. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.

B. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.

C. Assist FNI by placing at FNI's disposal all available information pertinent to the Project, including previous reports and any other data relative to design or construction of the Project, as provided in this AGREEMENT.

D. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.

E. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

F. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this Agreement.

G. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.

H. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.

I. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3, so long as the cost are within the consideration provided in Article II of this Agreement.

EXHIBIT B – BUDGET

WATER DISTRIBUTION SYSTEM MODELING AND MASTER PLAN

CITY and ENGINEER have established a not-to-exceed budget of $489,535.00 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed within the time provided in this Agreement.

COMPENSATION

Compensation to Freese and Nichols shall be based on the following Schedule of Charges: Not to Exceed: The total fee for Basic Services in Attachment SC shall be computed on the basis of the Schedule of Charges, but shall not exceed Four Hundred Eighty Nine Thousand Five Hundred Thirty Five Dollars ($489,535.00). If FNI sees the Scope of Services changing so that Additional Services are needed, including but not limited to those services described as Additional Services in Exhibit A, Part 2, FNI will notify OWNER for OWNER's approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

Position	Rate	Position	Rate
PRINCIPAL	388.50	3D VISUALIZATION COORDINATOR	178.50
GROUP MANAGER	247.00	ENVIRONMENTAL SCIENTIST VII	228.90
ENGINEER VIII	269.85	ENVIRONMENTAL SCIENTIST VI	199.50
ENGINEER VII	263.55	ENVIRONMENTAL SCIENTIST V	168.00
ENGINEER VI	236.25	ENVIRONMENTAL SCIENTIST IV	147.00
ENGINEER V	185.00	ENVIRONMENTAL SCIENTIST III	126.00
ENGINEER IV	169.05	ENVIRONMENTAL SCIENTIST II	88.20
ENGINEER III	150.15	ENVIRONMENTAL SCIENTIST I	87.15
ENGINEER II	141.75	ARCHITECT VI	201.60
ENGINEER I	116.55	ARCHITECT V	182.70
ELECTRICAL ENGINEER VI	222.60	ARCHITECT IV	147.00
ELECTRICAL ENGINEER V	182.70	ARCHITECT III	140.70
ELECTRICAL ENGINEER IV	144.90	ARCHITECT II	113.40
ELECTRICAL ENGINEER III	136.50	ARCHITECT I	97.65
ELECTRICAL ENGINEER II	132.30	PLANNER VI	213.15
ELECTRICAL ENGINEER I	124.95	PLANNER V	163.80
MECHANICAL ENGINEER VI	215.25	PLANNER IV	129.15
MECHANICAL ENGINEER V	191.10	PLANNER III	117.60
MECHANICAL ENGINEER IV	166.95	PLANNER I	96.60
MECHANICAL ENGINEER III	147.00	HYDROLOGIST V	184.80
PROGRAM MANAGER II	222.60	HYDROLOGIST IV	144.90
CONSTRUCTION CONTRACT ADMIN III (QC)	184.28	HYDROLOGIST III	133.35
CONSTRUCTION CONTRACT ADMIN III (Spec. Insp)	147.26	HYDROLOGIST II	121.80
CONSTRUCTION CONTRACT ADMIN III (CM)	136.50	SENIOR GEOLOGIST	142.80
CONSTRUCTION CONTRACT ADMIN III (Sr. RPR)	105.00	GEOTECHNICAL ENGINEER VI	236.25
CONSTRUCTION CONTRACT ADMIN II (PS RPR)	126.00	PUBLIC INVOLVEMENT COORDINATOR	134.40
CONSTRUCTION CONTRACT ADMIN I (DCS II)	111.30	WEB SERVICES ADMINISTRATOR	157.50
CONSTRUCTION CONTRACT ADMIN I (RPR)	99.75	WORD PROCESSING/SECRETARIAL	80.85
CONSTRUCTION CONTRACT ADMIN I (JR PS RPR)	115.50	OPERATIONS ANALYST	145.95
DOCUMENT CONTROL CLERK	106.05	CONTRACT ADMINISTRATOR	92.40
SR DESIGNER	196.35	INFORMATION SERVICES ADMINISTRATOR	79.80
DESIGNER II	158.55	INFORMATION SERVICES CLERK III	63.00
DESIGNER I	136.50	INFORMATION SERVICES CLERK II	58.80
CADD DESIGNER	168.00	INFORMATION SERVICES CLERK I	57.75
TECHNICIAN IV	142.80	CO-OP	70.35
TECHNICIAN III	114.45		
TECHNICIAN II	95.55		
TECHNICIAN I	73.50		
GIS COORDINATOR	144.90		
GIS ANALYST IV	131.25		
GIS ANALYST III	108.15		
GIS ANALYST II	96.60		
GIS ANALYST I	72.45		

Rates for In-House Services

Technology Charge	Bulk Printing and Reproduction	
$8.50 per hour	Black and White	$0.10 per copy
	Color	$0.50 per copy
Travel	Plot - Bond	$2.50 per plot
Standard IRS Rates	Plot - Color	$5.75 per plot
	Plot - Other	$5.00 per plot
	Binding	$5.75 per book

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.10. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members.

Exhibit C
Water Master Plan, City of Lubbock
4/7/2014
Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 489,535
Special	$ -
Total Project	$ 489,535

Basic Services

Phase	Task	Employee	Jessica Brown	Andrew Franko	Kristan Drake	Scott Cole	Sherrie Hubble	Nick Lester	Kim Thieme			Total Hours	Total Labor Effort	Total Expense Effort	Total Sub Effort	Total Effort
		Project Role	Project Mgr	Project Engineer	Project EIT	WQ/QC	GIS	Design Engineer	WP							
		Hourly Bill Rate	$236.25	$169.05	$116.05	$247.00	$108.15	$236.25	$80.85							
Task A	Population & Demand Projections															
	A.1	Project Kick Off Meeting & Model Selection Workshop	12	12	4							28	$ 5,328	$ 1,768	$ -	$ 7,096
	A.2	Data Collection	4	6	8		4					22	$ 3,321	$ 187	$ -	$ 3,508
	A.3	Review and Evaluate Historical Water Usage Data	6	10	14		2					32	$ 4,949	$ 272	$ -	$ 5,221
	A.4	Develop Design Criteria for Water Demand Projections	4	4	12							20	$ 3,014	$ 170	$ -	$ 3,184
	A.5	Develop & Distribute Existing Demands	2	4	4		36					46	$ 5,507	$ 391	$ -	$ 5,898
	A.6	Develop Population and Non-residential Growth Projections	12	24			12					48	$ 8,190	$ 408	$ -	$ 8,598
	A.7	Develop Water Demand Projections	24	48			20					92	$ 15,948	$ 782	$ -	$ 16,730
	A.8	Allocate Future Water Demands throughout the City	12	24			16					52	$ 8,623	$ 442	$ -	$ 9,065
	A.9	Develop Technical Memorandum TM-1	12	28	12	2	8		2			64	$ 10,482	$ 662	$ -	$ 11,144
	A.10	Conduct Workshop on Demand Projections (Workshop #1)	12	12	4		4					32	$ 5,761	$ 1,499	$ -	$ 7,260
	A.11	Finalize TM-1 - Population and Demand Projections	8	12			4		2			26	$ 4,513	$ 339	$ -	$ 4,852
		TASK A SUBTOTAL	**108**	**184**	**58**	**2**	**106**		**4**			**462**	**$ 75,636**	**$ 6,920**	**$ -**	**$ 82,556**
Task B	Water Model Development															
	B.1	Evaluate and Review Water System GIS for Developing All-Pipes Water Model	4	8	16		12					40	$ 5,452	$ 340	$ -	$ 5,792
	B.2	Meet with City Engineering and GIS personnel to Review Modifications Needed for Model Development and Maintenance	12	12								24	$ 4,864	$ 1,294	$ -	$ 6,158
	B.3	Assist City in Conducting Modifications to GIS Data to Fix Connectivity Problems throughout Selected Water Lines	2	8	24		16					50	$ 6,341	$ 425	$ -	$ 6,766
	B.4	Construct Water System Model using GIS Data	12	24	40	2	8					86	$ 12,894	$ 731	$ -	$ 13,625
	B.5	Review & Delineate Pressure Plane Boundaries in Water Model	2	4	6		4					16	$ 2,278	$ 136	$ -	$ 2,414
	B.6	Obtain and Evaluate SCADA Data	6	12	16							34	$ 5,303	$ 289	$ -	$ 5,592
	B.7	Develop Summer Diurnal Demand Curves from SCADA Data	4	8	10							22	$ 3,458	$ 187	$ -	$ 3,645
		TASK B SUBTOTAL	**42**	**76**	**112**	**2**	**40**					**272**	**$ 40,590**	**$ 3,402**	**$ -**	**$ 43,992**
Task C	Field Testing & Model Calibration															
	C.1	Identify and Map Pressure Recorder Locations	2	4	4		4					14	$ 2,046	$ 119	$ -	$ 2,165
	C.2	Conduct Summer Pressure Testing	8	16	24		4					52	$ 7,813	$ 442	$ 11,550	$ 19,805
	C.3	Develop Protocol for Pump Performance Testing	6	8				6	2			22	$ 4,350	$ 187	$ -	$ 4,537
	C.4	Meet with City to Review Pump Testing Protocol and Conduct Pump Station Site Visits	12	12				12				36	$ 7,699	$ 1,836	$ -	$ 9,535
	C.5	Conduct Field Pump Curve Testing at Selected Pump Station Facilities	24	12				30				66	$ 14,787	$ 561	$ -	$ 15,348
	C.6	Conduct EPS Model Calibration	24	60	76		4					164	$ 25,066	$ 1,394	$ -	$ 26,460
	C.7	Develop Technical Memorandum TM-2 - Hydraulic Field Testing and Model Calibration	6	16	24	2	8		2			58	$ 8,429	$ 711	$ -	$ 9,140
	C.8	Meet with City to Review TM-2 and Water Model Calibration Results	12	12								24	$ 4,864	$ 1,344	$ -	$ 6,208
	C.9	Finalize TM-2 - Hydraulic Field Testing and Model Calibration	2	6	12		4		2			26	$ 3,474	$ 439	$ -	$ 3,913
		TASK C SUBTOTAL	**96**	**146**	**140**	**2**	**24**	**48**	**6**			**462**	**$ 78,528**	**$ 7,033**	**$ 11,550**	**$ 97,111**
Task D	Existing System Hydraulic Analysis															
	D.1	Perform Average Day EPS Modeling of Existing System	12	24	42		4					82	$ 12,199	$ 697	$ -	$ 12,896
	D.2	Perform Maximum Day EPS Modeling of Existing System	12	24	42		4					82	$ 12,199	$ 697	$ -	$ 12,896
	D.3	Conduct Fire Flow Analysis for Existing System	4	18	38		8					68	$ 9,263	$ 578	$ -	$ 9,841
	D.4	Evaluate TCEQ Capacity Requirements Compliance	4	10	16		8					38	$ 5,358	$ 323	$ -	$ 5,681
	D.5	Evaluate Existing Pressure Plane Delineation	4	8	12		4					28	$ 4,123	$ 238	$ -	$ 4,361
	D.6	Perform Water Age Modeling for Existing System	6	16	24		8					54	$ 7,773	$ 459	$ -	$ 8,232
	D.7	Conduct Source Trace Modeling	6	20	36		12					74	$ 10,275	$ 629	$ -	$ 10,904
	D.8	Prepare Mapping and Presentation for Existing Distribution System Evaluation Workshop	2	4	8	2	8					24	$ 3,437	$ 204	$ -	$ 3,641
	D.9	Workshop with the City on Existing Distribution System Evaluation (Workshop #2)	12	12								24	$ 4,864	$ 1,501	$ -	$ 6,365
		TASK D SUBTOTAL	**62**	**136**	**218**	**2**	**56**					**474**	**$ 69,491**	**$ 5,326**	**$ -**	**$ 74,817**
Task E	Future System Analysis															

120

Exhibit C
Water Master Plan, City of Lubbock
4/7/2014
Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 489,535
Special	$ -
Total Project	$ 489,535

	E.1	Identify Capacity and Operational Criteria for System Improvements	4	6								10	$ 1,960	$ 85	$ -	$ 2,045
	E.2	Evaluate Pumping, Storage, and Production Capacity for Future Needs	12	16	12		8					48	$ 7,798	$ 408	$ -	$ 8,206
	E.3	Utilize 20-Year Model to Determine Sizing of Water System Improvements	28	36	24		8					96	$ 16,352	$ 816	$ -	$ 17,168
	E.4	Utilize 5-year and 10-year Water System Model Scenarios to Determine Phasing of Water System Improvements	24	32	16		8					80	$ 13,802	$ 680	$ -	$ 14,482
	E.5	Utilize Water System Model to Evaluate System Reliability	24	30	16		2					72	$ 12,815	$ 612	$ -	$ 13,427
	E.6	Evaluate Impact of Future Conservation on Sizing and Timing of System Improvements	12	16	10		4					42	$ 7,133	$ 357	$ -	$ 7,490
	E.7	Perform Water Age Modeling for Future System	8	16	12		8					44	$ 6,853	$ 374	$ -	$ 7,227
	E.8	Prepare for and Conduct Workshop with City to Present Results of Future System Analysis (Workshop #3)	16	16	8	2	16					58	$ 9,638	$ 1,790	$ -	$ 11,428
		TASK E SUBTOTAL	**128**	**168**	**98**	**2**	**54**					**450**	**$ 76,351**	**$ 5,122**	**$ -**	**$ 81,473**
Task F. Capital Improvement Plan, Master Plan Report and Presentation																
	F.1	Develop Draft Capital Improvement Plan (CIP) Costs, Phasing Plan and Mapping	32	60	48	2	32					174	$ 27,229	$ 1,479	$ -	$ 28,708
	F.2	Prepare for and Conduct Workshop with City on Draft Capital Improvement Plan (Workshop #4)	12	12	8							32	$ 5,792	$ 1,519	$ -	$ 7,311
	F.3	Revise and Finalize Water System CIP											$ -	$ -	$ -	$ -
	F.4	Prepare Draft Master Plan Report	32	40	48	2	36	4	4			166	$ 25,549	$ 1,840	$ -	$ 27,389
	F.5	Meet with City to Review Draft Master Plan Report	12	12								24	$ 4,864	$ 1,294	$ -	$ 6,158
	F.6	Revise Master Plan Report to Incorporate City's Comments	20	30	24	2	18	2	4			100	$ 15,819	$ 1,965	$ -	$ 17,784
	F.7	Conduct Water Master Plan Report Presentation	12	4	4		2					22	$ 4,192	$ 1,671	$ -	$ 5,863
	F.8	Deliver GIS Mapping and Modeling Files to the City		6			2					8	$ 1,231	$ 68	$ -	$ 1,299
		TASK F SUBTOTAL	**120**	**164**	**132**	**6**	**90**	**6**	**8**			**526**	**$ 84,676**	**$ 9,836**	**$ -**	**$ 94,512**
Task G. Model Training Workshops and Operations Manual																
	G.1	Conduct Water System Model Training	24	24								48	$ 9,728	$ 1,644	$ -	$ 11,372
	G.2	Develop Model Operations Manual	2	8	12				2			24	$ 3,380	$ 322	$ -	$ 3,702
		TASK G SUBTOTAL	**26**	**32**	**12**				**2**			**72**	**$ 13,108**	**$ 1,966**	**$ -**	**$ 15,074**
		Total - Phases A through G	**582**	**906**	**770**	**16**	**370**	**54**	**20**			**2,718**	**$438,380**	**$39,605**	**$11,550**	**$489,535**

Phase	Task	Expenses	Tech Charge	Print Shop - Binding	Print Shop - B&W	Print Shop - Color	Print Shop - Plotter - Bond	Print Shop - Plotter - Color	Other	Miles	Other	Total Exp Effort
												$ -
	A.1	Project Kick Off Meeting & Model Selection Workshop	28						100	160	1200	$ 1,768
	A.2	Data Collection	22									$ 187
	A.3	Review and Evaluate Historical Water Usage Data	32									$ 272
	A.4	Develop Design Criteria for Water Demand Projections	20									$ 170
	A.5	Develop & Distribute Existing Demands	46									$ 391
	A.6	Develop Population and Non-residential Growth Projections	48									$ 408
	A.7	Develop Water Demand Projections	92									$ 782
	A.8	Allocate Future Water Demands throughout the City	52									$ 442
	A.9	Develop Technical Memorandum TM-1	64	3		200						$ 662
	A.10	Conduct Workshop on Demand Projections (Workshop #1)	32	10		160			100	160	800	$ 1,499
	A.11	Finalize TM-1 - Population and Demand Projections	26	3		200						$ 339
												$ -
												$ -
	B.1	Evaluate and Review Water System GIS for Developing All-Pipes Water Model	40									$ 340
	B.2	Meet with City Engineering and GIS personnel to Review Modifications Needed for Model Development and Maintenance	24						100	160	800	$ 1,294
	B.3	Assist City in Conducting Modifications to GIS Data to Fix Connectivity Problems throughout Selected Water Lines	50									$ 425
	B.4	Construct Water System Model using GIS Data	86									$ 731
	B.5	Review & Delineate Pressure Plane Boundaries in Water Model	16									$ 136
	B.6	Obtain and Evaluate SCADA Data	34									$ 289
	B.7	Develop Summer Diurnal Demand Curves from SCADA Data	22									$ 187

Exhibit C
Water Master Plan, City of Lubbock
4/7/2014
Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 489,535
Special	$ -
Total Project	$ 489,535

												$ -
	C.1	Identify and Map Pressure Recorder Locations	14									$ 119
	C.2	Conduct Summer Pressure Testing	52									$ 442
	C.3	Develop Protocol for Pump Performance Testing	22									$ 187
	C.4	Meet with City to Review Pump Testing Protocol and Conduct Pump Station Site Visits	36						100	160	1200	$ 1,836
	C.5	Conduct Field Pump Curve Testing at Selected Pump Station Facilities	66									$ 561
	C.6	Conduct EPS Model Calibration	164									$ 1,394
	C.7	Develop Technical Memorandum TM-2 - Hydraulic Field Testing and Model Calibration	58	3		400						$ 711
	C.8	Meet with City to Review TM-2 and Water Model Calibration Results	24			100			100	160	800	$ 1,344
	C.9	Finalize TM-2 - Hydraulic Field Testing and Model Calibration	26	3		400						$ 439
												$ -
	D.1	Perform Average Day EPS Modeling of Existing System	82									$ 697
	D.2	Perform Maximum Day EPS Modeling of Existing System	82									$ 697
	D.3	Conduct Fire Flow Analysis for Existing System	68									$ 578
	D.4	Evaluate TCEQ Capacity Requirements Compliance	38									$ 323
	D.5	Evaluate Existing Pressure Plane Delineation	28									$ 238
	D.6	Perform Water Age Modeling for Existing System	54									$ 459
	D.7	Conduct Source Trace Modeling	74									$ 629
	D.8	Prepare Mapping and Presentation for Existing Distribution System Evaluation Workshop	24									$ 204
	D.9	Workshop with the City on Existing Distribution System Evaluation (Workshop #2)	24	10		300			100	160	800	$ 1,501
												$ -
	E.1	Identify Capacity and Operational Criteria for System Improvements	10									$ 85
	E.2	Evaluate Pumping, Storage, and Production Capacity for Future Needs	48									$ 408
	E.3	Utilize 20-Year Model to Determine Sizing of Water System Improvements	96									$ 816
	E.4	Utilize 5-year and 10-year Water System Model Scenarios to Determine Phasing of Water System Improvements	80									$ 680
	E.5	Utilize Water System Model to Evaluate System Reliability	72									$ 612
	E.6	Evaluate Impact of Future Conservation on Sizing and Timing of System Improvements	42									$ 357
	E.7	Perform Water Age Modeling for Future System	44									$ 374
	E.8	Prepare for and Conduct Workshop with City to Present Results of Future System Analysis (Workshop #3)	58	10		300			100	160	800	$ 1,790
												$ -
	F.1	Develop Draft Capital Improvement Plan (CIP) Costs, Phasing Plan and Mapping	174									$ 1,479
	F.2	Prepare for and Conduct Workshop with City on Draft Capital Improvement Plan (Workshop #4)	32	10		200			100	160	800	$ 1,519
	F.3	Revise and Finalize Water System CIP										$ -
	F.4	Prepare Draft Master Plan Report	166	5		800						$ 1,840
	F.5	Meet with City to Review Draft Master Plan Report	24						100	160	800	$ 1,294
	F.6	Revise Master Plan Report to Incorporate City's Comments	100	20		2,000						$ 1,965
	F.7	Conduct Water Master Plan Report Presentation	22	25		500			100	160	800	$ 1,671
	F.8	Deliver GIS Mapping and Modeling Files to the City	8									$ 68
												$ -
	G.1	Conduct Water System Model Training	48	8		200			100	160	800	$ 1,644
	G.2	Develop Model Operations Manual	24	3		200						$ 322
												$ -
		Total Basic Services Items	**2,718**	**113**	**-**	**5,960**	**-**	**-**	**1,100**	**1,760**	**9,600**	
		Total Basic Services Expenses Effort	**$ 23,103**	**$ 650**	**$ -**	**$ 2,980**	**$ -**	**$ -**	**$ 1,210**	**$ 1,094**	**$ 10,560**	**$ 39,605**

Exhibit C
Water Master Plan, City of Lubbock
4/7/2014
Detailed Cost Breakdown

Project Fee Summary	
Basic	$ 489,535
Special	$ -
Total Project	$ 489,535

Phase	Task	Subconsultants	Hugo Reed									Total Sub Effort
												$ -
	C.2	Conduct Summer Pressure Testing	10,500									$ 11,550
		Total Basic Services Subconsultants Cost	$ 10,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
		Total Basic Services Subconsultants Effort	$ 11,550	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,550

Exhibit C
Water Distribution System Modeling & Master Plan
Summary of Fee by Task

Base Tasks		
A	Population & Demand Projections	$82,556
B	Water Model Development	$43,992
C	Field Testing & Model Calibration	$97,111
D	Existing System Hydraulic Analysis	$74,817
E	Future System Analysis	$81,473
F	Capital Improvement Plan, Master Plan Report and Presentation	$94,512
G	Model Training Workshops and Operations Manual	$15,074
	TOTAL - All Tasks	**$489,535**

City of Lubbock, TX
Capital Project
Project Cost Detail
April 24, 2014

Capital Project Number:	8587
Capital Project Name:	Water System Master Plan and Model Update

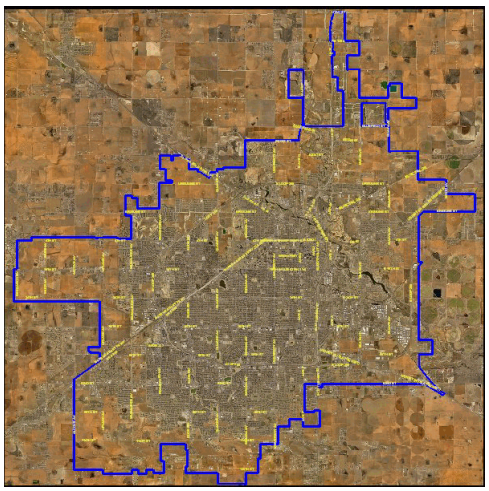
	Budget
Encumbered/Expended	
City of Lubbock Staff	$ 1,398
	1,398
Agenda Item April 24, 2014	
Freese and Nichols, Inc. Contract 11653	489,535
Encumbered/Expended to Date	490,933
Estimated Costs for Remaining Appropriation	
Uncommitted	9,067
Remaining Appropriation	9,067
Total Appropriation To Date	$ 500,000

Managing Department **Water Utility Administra**

Project Manager **Aubrey Spear**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

Historical water use within the system will be evaluated to identify various system demands. Current and future land uses that will be served by the water system will be identified for redevelopment areas and areas into which the City will expand to accommodate development associated with population growth and the needs of industry. Current and projected future demands will be estimated for various sectors of the City. The City's existing system will be compared to TCEQ rules regarding elevated and ground storage capacity, and pumping system redundancy. The City's water distribution system model will be updated to reflect current infrastructure. The model will be used determine the adequacy of the current system to meet TCEQ standards and fire flow requirements for current demands. System improvements necessary to meet these requirements will be established and prioritized, then developed into a list of capital projects with estimated costs. The updated system model will then be used to determine improvements necessary to meet TCEQ standards and fire flow requirements for future growth scenarios for a 30-year planning horizon. The improvements will be prioritized and compiled into a list of capital projects projected to be needed.

Project Justification

The project allows Water staff to perform due diligence and planning necessary to identify and plan for capital improvements to the City's water distribution system. The improvements will be necessary to accommodate current and future patterns of water use within the City due to population growth. This will enable staff to ensure that the City's distribution system is designed and constructed in compliance with current TCEQ regulations and City goals regarding system pressure, storage capacity, and fire flow.

Project History

The most recent Water System Master Plan was completed in 2003. Updating the plan periodically is essential because of the growth in the City and changes to the water infrastructure. The Master Plan serves as a guide for the development of the City's water system and helps prioritize critical projects and allocate necessary funds. The Master Plan also assists in determining the necessary improvements to meet regulatory standards and fire flow requirements.

$500,000 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
Design and Engineering	0	500,000	0	0	0	0	0	500,000
Total Project Appropriation	0	500,000	0	0	0	0	0	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 2014 Water Pay-As-You-Go	0	500,000	0	0	0	0	0	500,000
Total Funding Sources	0	500,000	0	0	0	0	0	500,000

Regular City Council Meeting **5. 7.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution – Public Works Streets: Consider a resolution authorizing the Mayor to execute contract 11785 with Viking Construction, Inc. for the 2014 Micro-Surfacing Project, RFP 14-11785-DG.

Item Summary

The 2014 Street Micro-Surfacing Project consists of an application of emulsified asphalt resurfacing material and street markings reapplied. This will include some thoroughfares, collectors, and residential streets designated for the 2014 Micro-Surfacing project. Micro-Surfacing is a polymer modified, asphalt emulsion based, dense graded, cold mixed, quick setting, asphalt resurfacing material. It is designed to be applied in a semi-liquid condition with specialized mixing and paving machine. By design it chemically changes from a semi-liquid material to a dense cold mix material that is able to carry normal traffic within one hour after application. This preserves the structural capacity of the existing pavement so it can continue to support heavy traffic loads. Micro-surfacing is a necessary maintenance function that will prolong the usable life of our streets and will result in an improved ride quality on our roadways.

The Public Works Director appointed an evaluation committee consisting of representatives from the Public Works staff. Each proposal was evaluated based on Price (60%), Contractor Qualifications (30%), Safety Record Questionnaire (10%). The following weighted scores were developed for each proposal on a 0-500 scale. Proposals were received from the following contractors and ranked as follows:

Contractor	Score	Amount
Viking Construction, Inc. of Georgetown, TX	478	$3,773,230
Intermountain Slurry Seal of Watsonville, CA	389	4,745,938
Lone Star Dirt & Paving, Ltd. of Lubbock, TX	355	4,203,773

The evaluation committee recommends contract award to highest ranked proposal and lowest bidder, Viking Construction, Inc. of Georgetown, TX, for the contract amount of $3,773,230. The contract is awarded by the unit price. The amount of the award is estimated based on the expected quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change and expenditures will not exceed appropriated funds.

Time for completion is 100 consecutive calendar days with liquidated damages of $1,044 per day.

Fiscal Impact

$37,644,368 is appropriated in Capital Improvement Project 92248, Phase II Street Maintenance Program, with $3,773,230 available for this contract.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Viking
Budget Detail
CIP Detail
Micro List
Micro 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, Contract No. 11785 for Micro Surfacing Project 2014, by and between the City of Lubbock and Viking Construction, Inc., of Georgetown, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Viking Construction
March 26, 2014

PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT

DATE: 3-25-14

PROJECT NUMBER: RFP 14-11785-DG Micro Surfacing Project 2014

Proposal of Viking Construction, Inc. (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 the **Micro Surfacing Project 2014** 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.

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Micro-Surfacing CSS-1P in accordance with TxDOT Specifications Item No. 350, including emulsion, mineral filler, aggregate, labor, equipment, and all incidentals needed to produce micro-surfacing, delivered and place.	18,500	TN	$164.00	$3,034,000.00
2	CSR-2P Emulsion with 3% latex by volume (2% by weight) for course no. 1, per gallon. Including labor, equipment, and preparation of existing surface.	111,100	GAL	3.37	374,407.00
3	Surface aggregate; TxDOT No. 4 crushed stone, meeting gradation and soundness test, including loading and freight at stockpile in the City of Lubbock, for course no. 1. Including labor, equipment, and preparation of existing surface. Rock must be washed and clean of all dirt and debris before application.	3,200	CY	61.26	196,032.00
4	Paint stripe tabs for all streets requiring lane line repainting, including labor, equipment, and preparation of existing surface, etc.	12,000	EA	.50	6,000.00
5	24" surface preparation on concrete materials including grinding, sealing, pre-marking, elimination of existing markings, and installation complete and in-place.	2,000	LF	.40	800.00
6	8" surface preparation on concrete materials including grinding, sealing, pre-marking, elimination of existing markings, and installation complete and in-place.	1,000	LF	.16	160.00
7	Type I Thermoplastic pavement marking, .125 mil, 24" white stop line (TxDOT DMS 8220). Including labor, equipment, and preparation of existing surface complete and in-place.	1,800	LF	9.98	17,964.00
8	Type I Thermoplastic pavement marking, .125 mil, 24" white continental crosswalk (TxDOT DMS 8220). Including labor, equipment, and preparation of existing surface complete and in-place.	1,800	LF	9.98	17,964.00

9	Type II A-A raised pavement marker (TxDOT DMS 8240). Including labor, equipment, and preparation of existing surface and installation complete and in-place.	2,200	LF	2.45	5,390.00
10	Type II R-C raised pavement marker (TxDOT DMS 8240). Including labor, equipment, and preparation of existing surface and installation complete and in-place.	850	EA	2.45	2,082.50
11	Type I W-C raised pavement marker (TxDOT DMS 8240). Including labor, equipment, and preparation of existing surface, and installation complete and in-place.	2,200	EA	2.45	5,390.00
12	Thermoplastic pavement marking Right or Left turn arrow (TxDOT DMS 8220). Including labor, equipment, and preparation of existing surface complete and in-place.	140	EA	145.00	20,300.00
13	4" Thermoplastic lane line elimination. Including labor, equipment, and all tools necessary to remove thermoplastic markings.	140,500	LF	.42	59,010.00
14	8" Thermoplastic lane line elimination. Including labor, equipment, and all tools necessary to remove thermoplastic markings.	14,000	LF	.82	11,480.00
15	24" Thermoplastic lane line elimination. Including labor, equipment, and all tools necessary to remove thermoplastic markings.	3,500	LF	2.40	8,400.00
16	Thermoplastic turn arrow elimination. Including labor, equipment, and all tools necessary to remove thermoplastic markings.	110	EA	25.00	2,750.00
17	Raised pavement marking elimination. Including labor, equipment, and all tools necessary to remove raised pavement markings.	4,000	EA	.30	1,200.00
18	Milling of asphalt surface to various depths at all locations where Micro-Surfaced streets will join at either a concrete valley gutter, or concrete intersection, at varying widths. Including labor, equipment, and all incidentals needed to ensure a smooth transition between existing concrete surface, and the Micro-Surfaced street. The resulting millings to be retained by the City of Lubbock.	3,300	SY	3.00	9,900.00
			TOTAL BASE BID (ITEMS 1 – 18)		**$ 3,773,229.50**

(In case of a discrepancy between the Unit Price and the extended total for a bid item, the unit price will be taken.)

PROPOSED DURATION

Number of days required for construction: **TOTAL CALENDAR DAYS:** 100

DW Offeror's Initials

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 **100** Calendar Days.

100 Consecutive Calendar Days thereafter stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$1044** 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 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 **70** 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 ten (10) days after notice of award of the contract to him.

RW 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 ($_____) or a Proposal Bond in the sum of _____ Dollars ($_____), 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 ten (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

Date: _____

Brad J Pearce
Authorized Signature

BRAD J. PEARCE
(Printed or Typed Name)

Viking Construction, Inc.
Company

2592 Shell Rd.
Address

Georgetown, Williamson
City, County

TX, 78628
State Zip Code

Telephone: 512-930-5777
Fax: 512-868-1955
Email: _____

FEDERAL TAX ID or SOCIAL SECURITY No.

74-2653491

(Seal if Offeror is a Corporation)

ATTEST:

Diana M. Dunn
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 3-25
Addenda No. 2 Date 3-25
Addenda No. 3 Date 3-25
Addenda No. 4 Date 3-25
Addenda No. 5 Date 3-25
Addenda No. _____ Date _____

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

By Brad J Pearce Date: _____

Authorized Representative - must sign by hand

Officer Name and Title: BRAD J. PEARCE - VICE PRESIDENT

Please Print

Business Telephone Number 512-930-5777 FAX: 512-868-1955

E-mail Address: dunn@vciss.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 RFP NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Capital Project
Project Cost Detail
April 24, 2014

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

	Budget
Encumbered/Expended	
FY 2010-11 Street Maintenance and Construction	$ 7,958,621
Lone Star Dirt & Paving (Asphalt Patching)	1,742,563
Lone Star Dirt & Paving (Concrete Repairs)	916,344
Ballou Pavement Solutions (2012 Micro-Surfacing Project)	4,513,837
Pavement Restoration	197,252
Bee Equipment Sales (Lease Asphalt Paver)	45,000
Water System Improvements	396
Admin Cost	2,066
Asphalt	922,227
Mac Davis Lane Design	45,731
S & S Commercial Properties - Paving of 66th East of Iola	35,667
Lone Star Dirt & Paving (Asphalt Patching)	864,000
Lone Star Dirt & Paving (Concrete Repairs)	844,401
Intermountain Slurry Seal (2013 Micro-Surfacing Project)	5,406,731
Pavement Restoration (Asphalt Rejuvenation)	500,000
Lubbock Interstate Hotels Agreement (Ave J Street Paving)	16,968
West Construction (Asphalt and Concrete Patching)	640,187
Lone Star Dirt and Paving (ADA Ramp Project)	165,095
Lone Star Dirt & Paving (Asphalt Patching)	981,800
Lone Star Dirt & Paving (Concrete Patching)	648,060
Allen Butler Construction, Inc. - Mac Davis Lane	356,256
Bee Equipment Sales (Lease Asphalt Paver)	45,000
HJV Associates	3,364
Developers Agreement for West End Addition	175,000
Agenda Item April 24, 2014	
Viking Construction (2014 Micro-Surfacin Project)	3,773,230
Encumbered/Expended To Date	30,799,796
Estimated Costs for Remaining Appropriation	
Construction	6,844,572
Remaining Appropriation	6,844,572
Total Appropriation	$ 37,644,368

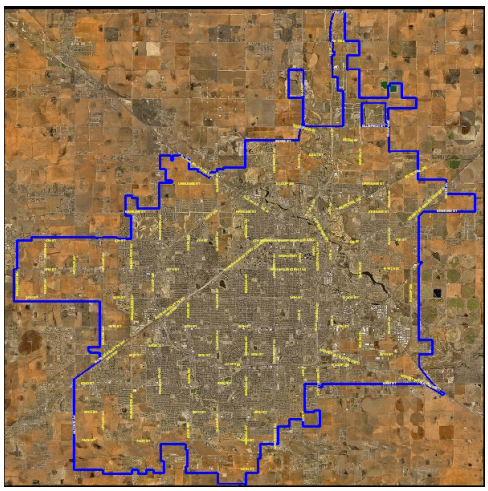
Project Name **Street Maintenance Program** *Project Number* **92248**

Managing Department **Paved Streets**

Project Manager **Kevin Lair**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

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

Project Justification

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

Project History

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

$9,201,970 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$9,339,999 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
$9,480,099 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012. (General Fund Debt)
$9,622,300 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	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679
Total Project Appropriation	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679

Funding Detail	Funding to Date	FY 2013-14	Unappropriated Planning Years FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	Total Funding
FY 2008 Tax Supported Revenue CO's	75,959	0	0	0	0	0	0	75,959
FY 2011 10-Year Certificates of Obligation	9,201,970	0	0	0	0	0	0	9,201,970
FY 2011 Tax Supported Revenue CO's	79,425	0	0	0	0	0	0	79,425
FY 2012 10-Year Certificates of Obligation	9,339,999	0	0	0	0	0	0	9,339,999
FY 2012 Tax Supported Revenue CO's	20,643	0	0	0	0	0	0	20,643
FY 2013 10-Year Tax Revenue CO's	9,304,072	0	0	0	0	0	0	9,304,072
FY 2014 10-Year Tax Revenue CO's	0	9,622,300	0	0	0	0	0	9,622,300
FY 2015 10-Year Tax Revenue CO's	0	0	9,766,635	0	0	0	0	9,766,635
FY 2016 10-Year Tax Revenue CO's	0	0	0	9,913,135	0	0	0	9,913,135
FY 2017 10-Year Tax Revenue CO's	0	0	0	0	10,061,832	0	0	10,061,832
FY 2018 10-Year Tax Revenue CO's	0	0	0	0	0	10,212,759	0	10,212,759
FY 2019 10-Year Tax Revenue CO's	0	0	0	0	0	0	10,365,950	10,365,950
Total Funding Sources	28,022,068	9,622,300	9,766,635	9,913,135	10,061,832	10,212,759	10,365,950	87,964,679

105TH	WINSTON AVENUE -- CL	WINSTON AVENUE -- CDS WEST
VICKSBURG	105TH PL	106TH ST
WINSTON	105TH STREET -- SLL	105TH STREET -- CDS SOUTH
105TH	WAYNE AVENUE NORTH JUNCTION -- CL	WINSTON AVENUE -- CL
WAYNE	105TH PLACE -- CL	105TH PLACE -- CDS SOUTH
WAYNE	105TH STREET -- CL	105TH PLACE -- CL
105TH	WAYNE AVENUE SOUTH JUNCTION -- CENTER OF C	WAYNE AVENUE NORTH JUNCTION -- (
104TH	WAYNE AVENUE -- WLL	WINSTON AVENUE -- CENTER OF CURV
WAYNE	104TH STREET -- CL	105TH STREET -- NLL
105TH	VICKSBURG AVENUE -- WLL	WAYNE AVENUE -- ELL
VICKSBURG	105TH STREET -- CL	105TH PLACE -- CL
105TH	UXBRIDGE AVENUE -- CL	VICKSBURG AVENUE -- ELL
VICKSBURG	104TH STREET -- CL	105TH STREET -- CL
UXBRIDGE	105TH STREET -- SLL	105TH STREET -- CDS SOUTH
105TH	UTICA DRIVE -- CL	UXBRIDGE AVENUE -- CL
104TH	UTICA DRIVE -- CL	VICKSBURG AVENUE -- CL
UTICA	105TH STREET -- SLL	105TH STREET -- CDS SOUTH
105TH	UTICA DRIVE NORTH JUNCTION -- CL	UTICA DRIVE SOUTH JUNCTION -- CL
105TH	UTICA AVENUE -- CL	UTICA DRIVE NORTH JUNCTION -- CL
UTICA	104TH STREET -- SLL	105TH STREET -- NLL
104TH	UTICA AVENUE -- CL	UTICA DRIVE -- CL
UTICA	105TH STREET -- SLL	105TH STREET -- CDS SOUTH
105TH	UTICA AVENUE -- DEAD END EAST	UTICA AVENUE -- CL
104TH	UTICA AVENUE -- CDS EAST	UTICA AVENUE -- CL
103RD	YORK AVENUE -- WLL	SLIDE ROAD -- ELL
YORK	103RD STREET -- CL	103RD STREET -- CDS SOUTH
YORK	102ND STREET -- CL	103RD STREET -- CL
WINSTON	103RD ST	104TH ST
102ND	WINSTON AVENUE SOUTH JUNCTION -- CL	YORK AVENUE -- ELL
WINSTON	102ND STREET -- SLL	103RD STREET -- CL
102ND	WINSTON AVENUE NORTH JUNCTION -- CL	WINSTON AVENUE SOUTH JUCNTION -
YORK	101ST STREET -- CL	102ND STREET -- CL
YORK	100TH STREET -- CDS	101ST STREET -- CL
101ST	WINSTON AVENUE -- CL	YORK AVENUE -- ELL
100TH	WAYNE AVENUE -- CL	YORK AVENUE -- ELL
103RD	WAYNE AVENUE -- CL	WINSTON AVENUE -- ELL
WAYNE	103RD STREET -- SLL	104TH STREET -- CL
102ND	VICKSBURG AVENUE -- WLL	WINSTON AVENUE NORTH JUNCTION -
103RD	VICKSBURG AVENUE -- WLL	WAYNE AVENUE -- CL
VICKSBURG	103RD STREET -- SER	104TH STREET -- CL
VICKSBURG	102ND STREET -- CL	103RD STREET -- SER
WINSTON	101ST STREET -- SLL	102ND STREET -- NLL
101ST	WAYNE AVENUE -- CDS	WINSTON AVENUE -- CL
WAYNE	100TH STREET -- SLL	101ST STREET -- NLL
VICKSBURG	101ST STREET -- CL	102ND STREET -- CL
100TH	VICKSBURG AVENUE -- WLL	WAYNE AVENUE -- CL
VICKSBURG	100TH STREET -- CL	101ST STREET -- CL
VICKSBURG	99TH STREET -- CL	100TH STREET -- CL
VINTON	98TH STREET --SLL	98TH STREET -- CDS SOUTH
VICKSBURG	98TH STREET -- SLL	99TH STREET -- NLL
103RD	UTICA AVENUE NORTH JUNCTION -- CL	VICKSBURG AVENUE -- ELL
102ND	UTICA AVENUE -- CL	VICKSBURG AVENUE -- ELL
103RD	UTICA AVENUE SOUTH JUNCTION -- CL	UTICA AVENUE NORTH JUNCTION -- CI

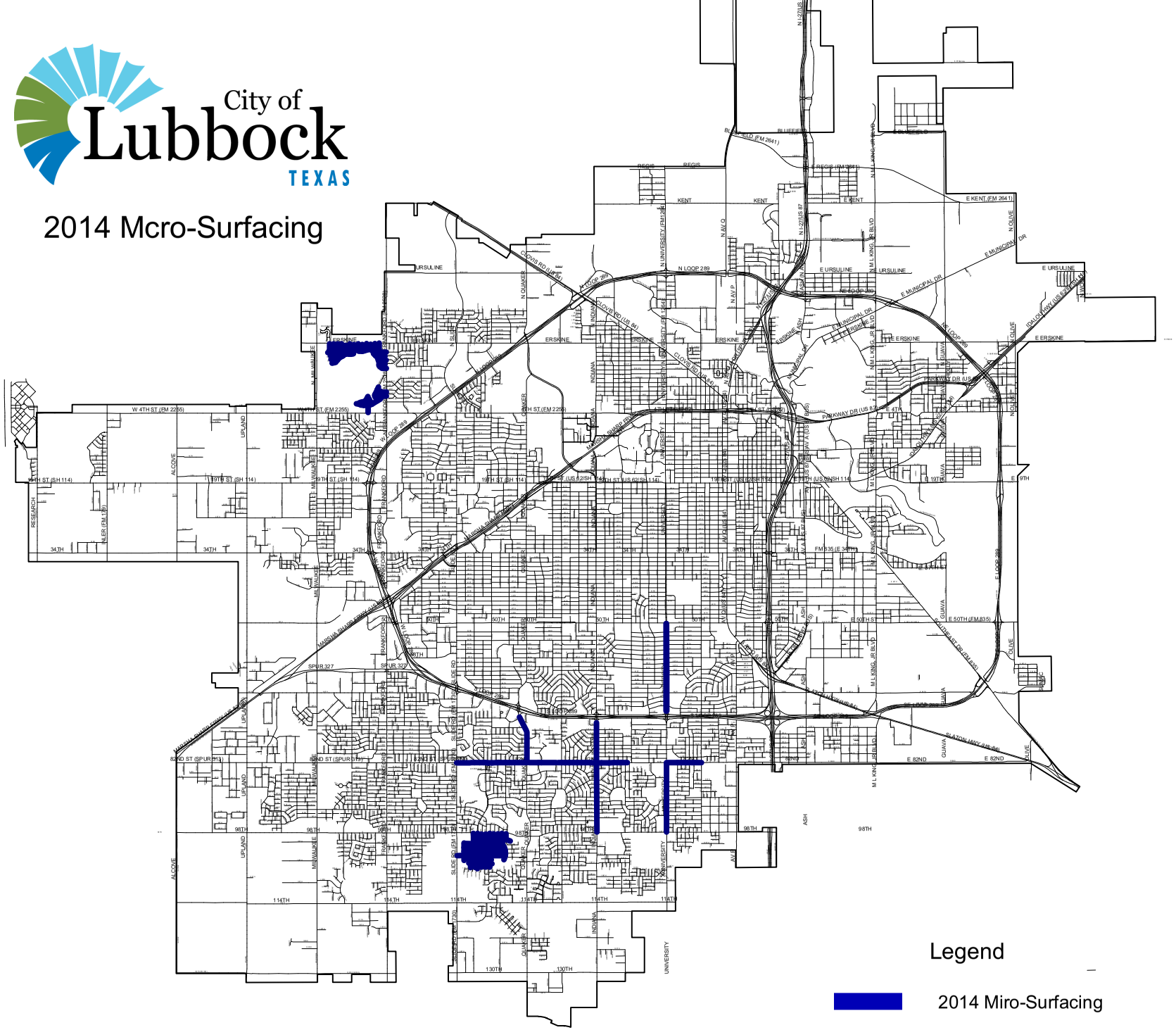
UTICA	102ND STREET -- SLL	103RD STREET -- NLL
101ST	UTICA AVENUE -- CL	VICKSBURG AVENUE -- ELL
100TH	UTICA AVENUE SOUTH JUNCTION -- CL	VICKSBURG AVENUE ELL
UTICA	101ST STREET -- SLL	102ND STREET -- NLL
UTICA	100TH STREET -- SLL	101ST STREET -- CL
UTICA	103RD STREET -- SLL	104TH STREET -- NLL
103RD	SAVANNAH AVENUE -- WLL	UTICA AVENUE SOUTH JUNCTION -- CI
102ND	UTICA AVENUE -- CDS EAST	UTICA AVENUE -- CL
102ND	TOLEDO AVENUE -- CL	TOLEDO AVENUE -- CDS WEST
TOLEDO	101ST STREET -- SLL	102ND STREET -- NLL
101ST	UTICA AVENUE -- CDS EAST	UTICA AVENUE -- CL
100TH	UTICA AVENUE NORTH JUNCTION -- CL	UTICA AVENUE SOUTH JUNCTION -- CI
100TH	SAVANNAH AVENUE -- WLL	UTICA AVENUE -- CL
UTICA	99TH STREET -- CL	100TH STREET -- NLL
101ST	TOLEDO AVENUE -- CL	TOLEDO AVENUE -- CDS WEST
99TH	UXBRIDGE AVENUE -- CL	VICKSBURG AVENUE -- ELL
99TH	UTICA DRIVE -- CL	UXBRIDGE AVENUE -- CL
UXBRIDGE	DEAD END	99TH ST
UTICA	99TH STREET -- CDS NORTH	99TH STREET -- NLL
99TH	UTICA AVENUE -- WLL	UTICA DRIVE -- CL
UTICA	98TH STREET -- SLL	99TH STREET -- CL
99TH	TOLEDO AVENUE -- CL	TOPEKA AVENUE -- ELL
TOPEKA	99TH STREET -- CDS NORTH	99TH STREET -- CDS
TOLEDO	99TH STREET -- CDS NORTH	99TH STREET -- NLL
82ND	YORK AV	OAKRIDGE AV
82ND	WINSTON AV	YORK AV
82ND	VINTON AV	WINSTON AV
82ND	VICKSBURG AV	VINTON AV
82ND	TOLEDO AV	UTICA AV
82ND	VICKSBURG AV	VICKSBURG AV
82ND	UTICA AV	VICKSBURG AV
102ND	TOLEDO AVENUE -- CDS EAST	TOLEDO AVENUE -- CL
SAVANNAH	103RD STREET WEST JUNCTION -- CL	103RD STREET EAST JUNCTION -- ALLE
SAVANNAH	102ND STREET WEST DRAINAGE CHANNEL -- CL	103RD STREET WEST JUNCTION -- CL
SAVANNAH	101ST STREET WEST JUNCTION -- CL	102ND STREET WEST DRAINAGE CHAN
101ST	SAVANNAH AVENUE -- WLL	TOLEDO AVENUE -- CL
SAVANNAH	99TH STREET -- CL	100TH STREET -- CL
SAVANNAH	100TH STREET -- CL	101ST STREET WEST JUNCTION -- CL
99TH	SAVANNAH AVENUE -- WLL	TOLEDO AVENUE -- CL
SAVANNAH	98TH STREET -- SLL	99TH STREET -- CL
99TH	SALISBURY AVENUE -- CL	SAVANNAH AVENUE -- ELL
99TH	SALISBURY AVENUE -- CDS EAST	SALISBURY AVENUE -- CL
SALISBURY	99TH STREET -- CDS NORTH	99TH STREET -- NLL
82ND	SALEM AV	TOLEDO AV
82ND	RICHMOND AV	SALEM AV
82ND	RALEIGH AV	RICHMOND AV
82ND	QUAKER AV	RALEIGH AV
82ND	ORLANDO AV	QUAKER AV
82ND	ORLANDO AV	ORLANDO AV
82ND	NASHVILLE AV	ORLANDO AV
82ND	NASHVILLE AV	MEMPHIS AV
82ND	LYNNHAVEN AV	MEMPHIS AV
82ND	LOUISVILLE AV	LYNNHAVEN AV

82ND	KENOSHA AV	LOUISVILLE AV
INDIANA AVEN	82ND STREET -- SLL	98TH STREET -- NLL
82ND	KNOXVILLE AV	KENOSHA AV
82ND	JOLIET AV	KNOXVILLE AV
82ND	INDIANA DR	JOLIET AV
82ND	ITHACA AV	100TH ST
82ND	INDIANA AV	ITHACA AV
82ND	HUDSON AV	INDIANA AV
82ND	HARTFORD AV	HUDSON AV
82ND	GARY AV	HARTFORD AV
82ND	FREMONT AV	GARY AV
82ND	ELGIN AV	FREMONT AV
QUAKER AVENI	Loop 289 -- South Right of Way	82ND STREET -- NLL
INDIANA AVEN	Loop 289 -- South Right of Way	82ND STREET -- NLL
3RD	HURON AVENUE -- CL	HURON AVENUE -- DEAD END WEST
2ND	HURON AVENUE -- CL	3RD STREET -- NLL
HURON	2ND STREET -- SLL	3RD STREET -- NLL
HOMESTEAD	3RD STREET -- SLL	4TH STREET -- NLL
3RD	HOMESTEAD AVENUE -- CL	HURON AVENUE -- CL
HOMESTEAD	2ND STREET -- SLL	3RD STREET -- NLL
2ND	HOMESTEAD AVENUE -- CL	HURON AVENUE -- CL
2ND	HOMESTEAD AVENUE -- CDS NE	HOMESTEAD AVENUE -- CL
DUKE	NORTH KIRBY AVENUE -- CL	NORTH KIRBY AVENUE -- CDS WEST
DUPAGE	NORTH KIRBY AVENUE -- WLL	NORTH KIRBY AVENUE -- CDS WEST
EMORY	NORTH KIRBY AVENUE -- WLL	NORTH KIRBY AVENUE -- CDS WEST
KIRBY	DUKE STREET -- NLL	DUPAGE STREET -- CL
KIRBY	DUPAGE STREET -- CL	EMORY STREET -- CL
KLINE	ERSKINE STREET -- SLL	ERSKINE STREET -- CDS SOUTH
KIRBY	EMORY STREET -- CL	ERSKINE STREET -- SLL
DUKE	NORTH JUNEAU AVENUE -- CL	NORTH KIRBY AVENUE -- CL
DUKE	NORTH IOLA AVENUE -- CL	NORTH JUNEAU AVENUE -- CL
DUKE	NORTH INVERNESS AVENUE -- CL	NORTH IOLA AVENUE -- CL
JUNEAU	DUKE STREET -- NLL	ERSKINE STREET -- SLL
IOLA	DUKE ST	ERSKINE ST
INVERNESS	DUKE STREET -- NLL	DUKE STREET -- CDS NORTH
DUKE	NORTH HYDEN AVENUE -- CL	NORTH INVERNESS AVENUE -- CL
DUKE	NORTH HURON AVENUE -- CL	NORTH HYDEN AVENUE -- CL
HURON	DUKE STREET -- NLL	EMORY STREET -- CL
HYDEN	DUKE STREET -- NLL	ERSKINE STREET -- SLL
EMORY	NORTH HOMESTEAD AVENUE -- WLL	NORTH HURON AVENUE -- ELL
HURON	EMORY STREET -- CL	EMORY STREET -- CDS NORTH
DUKE	NORTH GROVER AVENUE -- CL	NORTH HOMESTEAD AVENUE -- CL
HOMESTEAD	DUKE ST	EMORY ST
HOMESTEAD	EMORY ST	ERSKINE ST
GROVER	DUKE STREET -- NLL	DUKE STREET -- CDS NORTH
DUKE	NORTH GRANBY AVENUE -- CL	NORTH GROVER AVENUE -- CL
3RD	GROVER AVENUE -- CL	HOMESTEAD AVENUE -- CL
3RD	GENOA AVENUE -- CL	GROVER AVENUE -- CL
GROVER	3RD STREET -- CDS NORTH	3RD STREET -- NLL
GENOA	2ND ST	3RD ST
3RD	FULTON AVENUE -- CL	GENOA AVENUE -- CL
FULTON	2ND STREET -- SLL	3RD STREET -- NLL
3RD	FRANKFORD AVENUE -- WLL	FULTON AVENUE -- CL

2ND	FULTON AVENUE -- CL	GENOA AVENUE -- ELL
GENOA	2ND STREET -- CDS NORTH	2ND STREET -- CL
2ND	FRANKFORD AV	FULTON AV
FULTON	CORNELL STREET -- CL	DARTMOUTH STREET -- CL
COLGATE	NORTH FRANKFORD AVENUE -- WLL	CORNELL STREET -- CL
CORNELL	NORTH FULTON AVENUE -- CDS EAST	NORTH FULTON AVENUE -- ELL
DARTMOUTH	NORTH FRANKFORD AVENUE -- WLL	NORTH FULTON AVENUE -- ELL
DUKE	NORTH GARDNER AVENUE -- WLL	NORTH GENOA AVENUE -- CL
DUKE	NORTH FULTON AVENUE SOUTH JUNCTION -- CL	NORTH GARDNER AVENUE AND DUKE
DUKE	NORTH GENOA AVENUE -- CL	NORTH GRANBY AVENUE -- CL
GRANBY	DUKE STREET -- SLL	ERSKINE STREET -- NLL
GENOA	DUKE STREET -- NLL	DUKE STREET -- CDS NORTH
GARDNER	DUKE STREET WEST JUNCTION -- CL	ERSKINE STREET -- SLL
FULTON	DARTMOUTH STREET -- CL	DUKE STREET -- SLL
DUKE	NORTH FULTON AVENUE NORTH JUNCTION -- CL	NORTH FULTON AVENUE SOUTH JUNC
EMORY	NORTH FRANKFORD AVENUE -- WLL	NORTH FULTON AVENUE NORTH JUNC
DUKE	NORTH FULTON AVENUE NORTH JUNCTION -- CDS	NORTH FULTON AVENUE NORTH JUNC
FULTON	DUKE STREET -- NLL	EMORY STREET -- SLL
FULTON	EMORY ST	ERSKINE ST
UNIVERSITY	91ST STREET -- CL	98TH STREET -- NLL
UNIVERSITY	82ND STREET -- SLL	91ST STREET -- CL
82ND	AVE X AV	UNIVERSITY AV
82ND	WACO AV	AVE X AV
82ND	AVE W AV	WACO AV
82ND	AVE V AV	AVE W AV
82ND	AVE U AV	AVE V AV
UNIVERSITY	61ST STREET (W) -- CL	LOOP 289 -- NER
UNIVERSITY	61ST STREET (W) -- CL	LOOP 289 -- NER
UNIVERSITY	50TH STREET -- SLL	61ST STREET(W) -- CL
UNIVERSITY	50TH STREET -- SLL	61ST STREET(W) -- CL
108TH	GARY AV	Indiana Ave
110TH	GARY AVENUE	GARY AVENUE -- CDS WEST
GARY	110TH ST	111TH ST

City of Lubbock TEXAS

2014 Mcro-Surfacing



Regular City Council Meeting **5. 8.**

Meeting Date: 04/24/2014

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 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.

Item Summary

This ordinance abandons and closes a portion of a 15-feet utility easement located in Lot 2 Hoop Addition, which is located just east of North University and north of Baylor Street. A new easement will be dedicated to replace the closure. 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 - Hoop Addition

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF A 15-FOOT WIDE UTILITY EASEMENT, LOCATED IN LOT 2, HOOP ADDITION, 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 purposes and for public use, such easement being more particularly described in attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 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

Ord.UEasement-Lot 2, Hoop Addn
3.28.14

EXHIBIT
"A"

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

"Count on it"

FIELD NOTES on a portion of a 15 feet wide utility easement out of Lot 2, Hoop Addition according to the map, plat, and/or dedication deed thereof recorded in Volume 4748, Page 294, Lubbock County Real Property Records, proposed for closure and further described as follows:

BEGINNING 60 feet West and 8 feet South of the Northeast corner of Lot 2, Hoop Addition;

THENCE South, 57 feet to the Southeast corner of this tract;

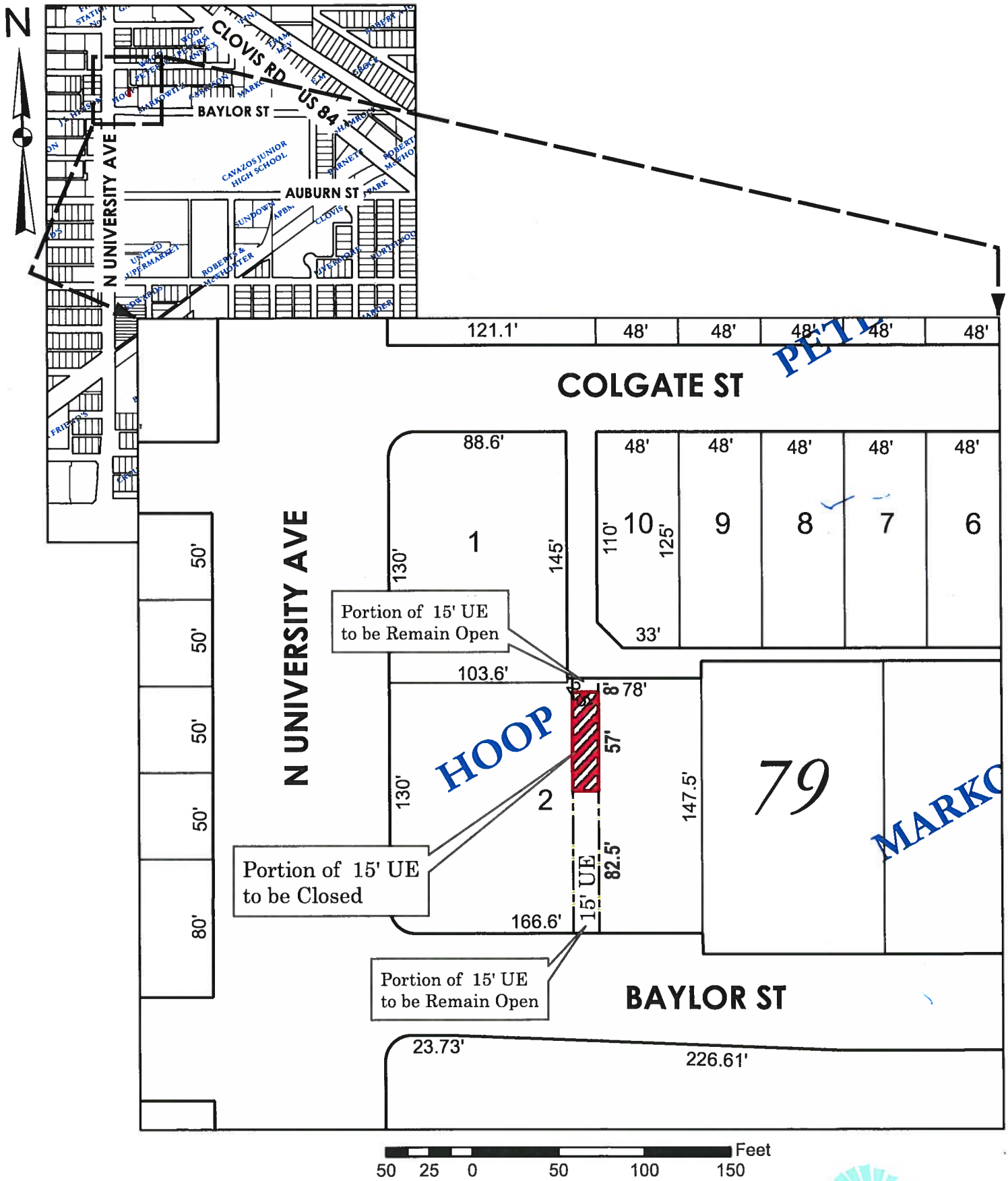
THENCE West, 15 feet to the Southwest corner of this tract;

THENCE North, 57 feet to the Northwest corner of this tract;

THENCE East, 15 feet to the PLACE of BEGINNING containing 855 square feet.

These Notes are based on a survey made on the ground.
November 4, 2013
J. M. Cieszinski RPLS # 4460
Bearings relative to the Final Plat of Lots 1 and 2 Hoop Addition

Proposed Closing of a Portion of a 15' wide Utility Easement Located in Lot 2, Hoop Addition



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

Regular City Council Meeting **5. 9.**

Meeting Date: 04/24/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: An ordinance 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.

Item Summary

This ordinance abandons and closes a temporary garbage service easement and temporary underground utility easement located in Section 5, Block E, which crosses Avenue J and the north portion of Lot 147, Cedar Meadows. The easement was not closed at the time of construction of the house on Lot 147. All Utility Companies and Solid Waste Department are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

R. Keith Smith, Chief Operating Officer

Attachments

Ordinance - Cedar Meadows

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A TEMPORARY GARBAGE SERVICE AND TEMPORARY UNDERGROUND UTILITY EASEMENT, LOCATED IN BLOCK E, SECTION 5, 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 purposes and for public use, such easements being more particularly described in attached Exhibit "A".

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 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-Block E-5,UUE Temp Garbage Srv.ord
3.26.14

This document is corre d and re-filed for the sole pu se of correction of drainage and water line language.

VOL 8953 PAGE 211

TEMPORARY GARBAGE SERVICE EASEMENT AND TEMPORARY UNDERGROUND UTILITY EASEMENT DEDICATION DEED

CITY OF LUBBOCK
PLANNING DEPARTMENT
P.O. BOX 2000
LUBBOCK, TEXAS 79457

VOL 8913 PAGE 169

00
.00 ms
1 DOCK

7026

3623

THE STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

.00
.00 MS
1 DOCK

This is to certify that Joe Stettheimer Development, LLP, hereinafter referred to as "Dedicator" is the sole owner of a tract of land. That tract of land is not and never has been a part of their respective homesteads more particularly described as follows:

Metes and Bounds description of a 0.115 Acre Tract, out of Section 5, Block E, Lubbock County, Texas, to be dedicated as Temporary Garbage Service Easement and Temporary Underground Utility Easement, further described as follows;

BEGINNING at a point in the East line of the Tract described in Volume 7321, Page 57, Lubbock County Real Property Records, which bears N 0°03'41" W, 1586.13 feet and East, 2226.32 feet, from the Southwest corner of Section 5, Block E;

THENCE W 167.12 feet;

THENCE N 30.00 feet to a set ½" rod with cap marked RPLS 4460, for the Northwest corner of this tract;

THENCE E 167.10 feet a set ½" rod with cap marked RPLS 4460, for the Northwest corner of this tract;

THENCE S 0°01'30" E, 30.00 feet to the Place of Beginning and containing 0.115 Acres including any Right-of-Way.

and the Dedicator wishes to dedicate said property to the public for ~~drainage purposes~~ temporary garbage service easement and temporary underground utility easement dedication deed.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That for and in consideration of the special benefits to the remainder of their property, the Dedicator does hereby **DEDICATE** the above described property to the **PUBLIC** for **PUBLIC USE FOREVER**, for ~~drainage~~ *purposes only, and all incidents of ownership held by Dedicator not inconsistent with the public use of the above described property for ~~water line~~ purposes are hereby expressly reserved by Dedicator. *Temporary garbage service easement and temporary underground utility easement dedication deed.

WITNESS the execution hereof in Lubbock, Lubbock County, Texas.

Dedicator(s)

Joe Stettheimer Development, LLP

THE STATE OF TEXAS§
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on the 7th day of January 2004, by Joe Stettheimer, Managing Partner of Joe Stettheimer Development, LLP, a Texas limited liability partnership, on behalf of said partnership.

JOE D. MCROREY JR.
Notary Public, State of Texas
My Commission Expires
April 01, 2007

Joe D McRorey Jr.
Notary Public, State of Texas

SEAL

2004 JAN 27 PM 2:44

TEXAS

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

JAN 27 2004

COUNTY CLERK
LUBBOCK COUNTY, TEXAS

EXHIBIT
"A"

FILED FOR RECORD

2004 FEB 19 PM 1:54

COUNTY CLERK, LUBBOCK, TEXAS

STATE OF TEXAS
COUNTY OF LUBBOCK

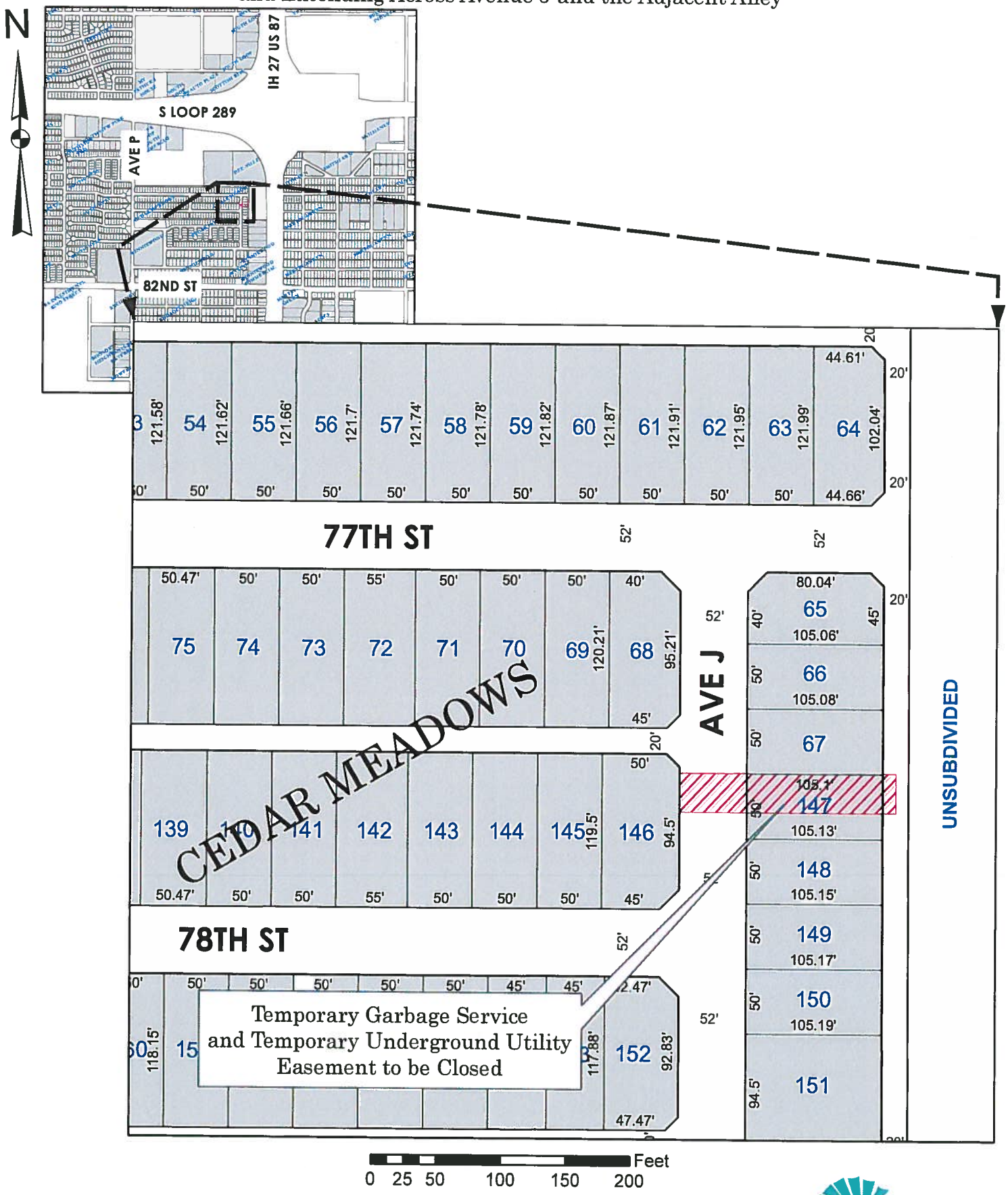
VOL 8953 PAGE 212

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

FEB 19 2004

COUNTY CLERK
LUBBOCK COUNTY, TEXAS

Proposed Closing of a
Temporary Garbage Service and Temporary Underground Utility Easement (V8913 P169)
Located Along the North 30' of Lot 147, Cedar Meadows Addition,
and Extending Across Avenue J and the Adjacent Alley



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City of Lubbock TEXAS

Regular City Council Meeting **5. 10.**

Meeting Date: 04/24/2014

Information

Agenda Item

Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a drainage easement located in Section 38, Block AK, Lubbock County, Texas, Milwaukee and 43rd Street.

Item Summary

This ordinance is to close and abandon a drainage easement located in Section 38, Block AK, west of Milwaukee and north of 43rd Street. The easement is no longer needed due to development purposes and a new drainage easement will be dedicated to replace the closure. Storm Water Engineering is in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Raider Ranch

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A DRAINAGE EASEMENT LOCATED IN SECTION 38, 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 abandon the same; NOW THEREFORE:

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

_____
GLEN C. ROBERTSON, MAYOR

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-Drainage Easement Section 38, Block AK.ord
3.27.14

EXHIBIT "A"

DED 2007046419
3 PGS

CITY OF LUBBOCK
PLANNING DEPARTMENT
P.O. BOX 2000
LUBBOCK, TEXAS 79457

DEDICATION OF DRAINAGE EASEMENT

RAIDER RANCH, LP, a Texas limited partnership ("Owner") is the owner of a tract of land (the "Property") more particularly described in Exhibit "A" attached hereto and made a part hereof for all purposes.

In consideration of the benefits to be derived by its remaining property in the vicinity, Owner hereby dedicates the Property to the PUBLIC as a drainage easement.

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

NEW SOUTH FEDERAL SAVINGS BANK ("Lender"), holder of a lien or liens of record against the Property, joins in this dedication for the sole purpose of consenting thereto and subordinating its rights in the Property to the dedications contained herein.

EXECUTED as of the 15th day of NOVEMBER, 2007.

OWNER:

RAIDER RANCH, LP, a Texas limited partnership
By: RAIDER RANCH GP, LLC, a Texas limited liability company, General Partner

By: Clayton Brue Ison
Printed Name: CLAYTON BRUE ISON
Title: MANAGER

\\Kathleen\kathleen_c\WRK\Real Estate\Raider Ranch Easement Dedication 2.wpd

LENDER:

NEW SOUTH FEDERAL SAVINGS BANK

By: Roger D Murphree
Printed Name: Roger D. Murphree
Title: Sr. Exec. V.P. + COO

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

The foregoing instrument was acknowledged before me on the 15th day of November, 2007, by Clayton Bruce Isom, as manager of RAIDER RANCH GP, LLC, a Texas limited liability company, General Partner of RAIDER RANCH, LP, a Texas limited partnership.

SUSANNA ENABNIT
Notary Public, State of Texas
My Commission Expires
July 31, 2011

Susanna Enabnit
Notary Public, State of Texas
Printed Name: Susanna Enabnit
My commission expires: 7/31/2011

THE STATE OF Alabama §

COUNTY OF Jefferson §

The foregoing instrument was acknowledged before me on the 8th day of November, 2007, by Roger D. Murphree Sr. Exec. V.P. + COO of NEW SOUTH FEDERAL SAVINGS BANK.

Kelly P. O'Rear
Notary Public, State of Alabama
Printed Name: Kelly P. O'Rear
Commission Expires: 6/8/2011

EXHIBIT "A"

ABACUS ENGINEERING SURVEYING

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

"Count on it"

Drainage Easement

FIELD NOTES on a drainage easement shown on the proposed Plat of Tract B, Raider Ranch Addition to the City of Lubbock, Lubbock County, Texas, a 6.765 acre tract out of Section 38, Block AK, Lubbock County, Texas, and being out of the 32.090 acre tract described in Lubbock County Clerk File 2007000019, being further described by metes and bounds as follows:

BEGINNING at a point in the North line of the 32.090 acre parent tract which bears South, 1812.83 feet and West, 1000.89 feet from the Northeast corner of Section 38, Block AK;

THENCE S00°00'47" W, 295.09 feet,

THENCE S61°58'14" E, 167.48 feet,

THENCE S03°48'51" E, 75.17 feet to a set 1/2" rod with cap marked RPLS 4460 in a Northerly line of proposed Tract B, Raider Ranch Addition;

THENCE S63°40'20" W, with a Northerly line of said Tract B, 19.20 feet to a set 1/2" rod with cap;

THENCE N72°05'23" W, with a Northerly line of said Tract B, 275.80 feet,

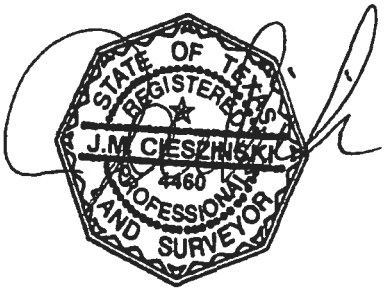
THENCE N18°33'54" E, 45.60 feet;

THENCE N67°26'29" E, 89 11 feet,

THENCE N00°00'47" E, 295.08 feet;

THENCE East, along the North line of the said 32.090 acre Parent Tract, 30 00 feet to the PLACE of BEGINNING and containing 0.790 Acres, including any Right of Way.

These Notes are based on a Survey Made on the Ground and shown on the proposed Plat of Tract B, Raider Ranch Addition
Jonathan M. Cieszinski RPLS # 4460
October 26, 2007

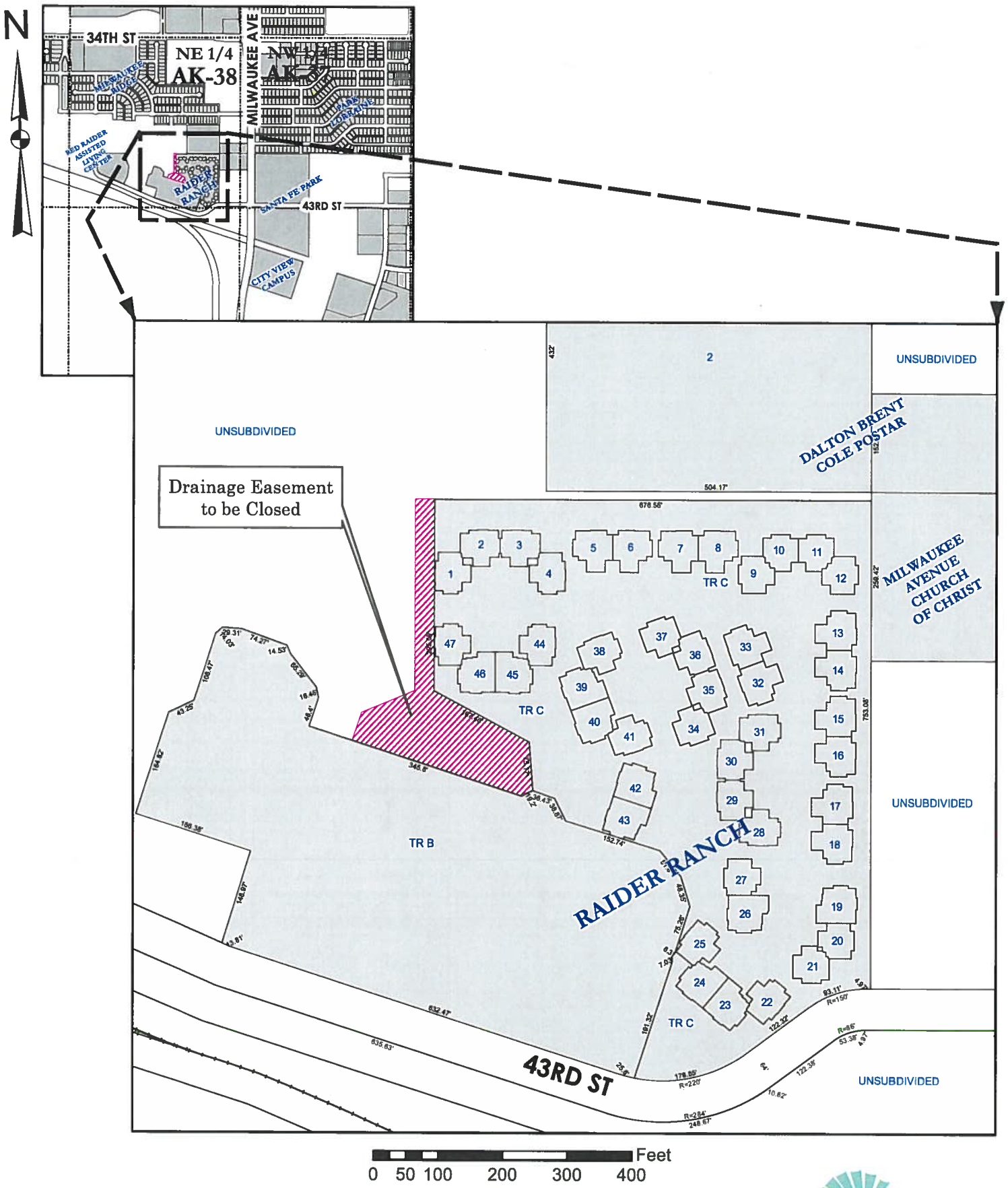


FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Kelly Pinion, County Clerk
Lubbock County TEXAS
November 20, 2007 02:48:05 PM
FEE: $24.00 2007046419

Proposed Closing of a Drainage Easement
Located Adjacent to Tracts B & C, Raider Ranch Addition,
Section 38, 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.

City of Lubbock TEXAS

Regular City Council Meeting **5. 11.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City an easement from 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.

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 of Lubbock is acquiring right-of-way for construction of a large diameter water supply pipeline associated with the proposed Bailey County Well Field Supply Pipeline/Pumping System. This pipeline is located in west Lubbock and will supply Pump Station 7 in central Lubbock with a water supply from the Bailey County Well Field.

The purchase price is $10,852 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 $10,852 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Easement - Chen

CIP Detail

Cost Detail - 92255

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 3, 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 $10,852.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

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

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

RES.Easement-Bailey County,Section 3,Blk JS
March 28, 2014

EASEMENT

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

Kui Young Chen, Chen Sonia Fong and Carmen Fu-Yu, with street address of 7231 SW 128th Street, Miami, Florida 33156, hereinafter collectively 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.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Unless Grantor agrees otherwise in writing, Grantee agrees that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

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

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

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

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

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

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

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:

Kui Young Chen

Chen Sonia Fong

Carmen Fu-Yu

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

R. Kent Saad
DIRECTOR OF PUBLIC WORKS

APPROVED AS TO FORM:

2/5/14

Ryan J. Bigbee, Attorney

STATE OF Florida §
§
COUNTY OF Miami-Dade §

This instrument was acknowledged before me on 2/7, 2014, by Kui Young Chen.

Notary Public, State of

Printed Name of Notary
My commission expires:

STATE OF Florida §
§
COUNTY OF Miami Dade §

This instrument was acknowledged before me on 2/4, 2014, by Chen Sonia Fong.

Notary Public, State of Florida

Jean M. Orta
Printed Name of Notary
My commission expires:

Notary Public State of Florida
Jean M Orta
My Commission EE000709
Expires 06/1 -2014

STATE OF Florida §
§
COUNTY OF Miami-Dade §

This instrument was acknowledged before me on 2/7, 2014, by Carmen Fu-Yu.

Notary Public, State of _____

Printed Name of Notary
My commission expires: _____

STATE OF TEXAS §
COUNTY OF LUBBOCK §

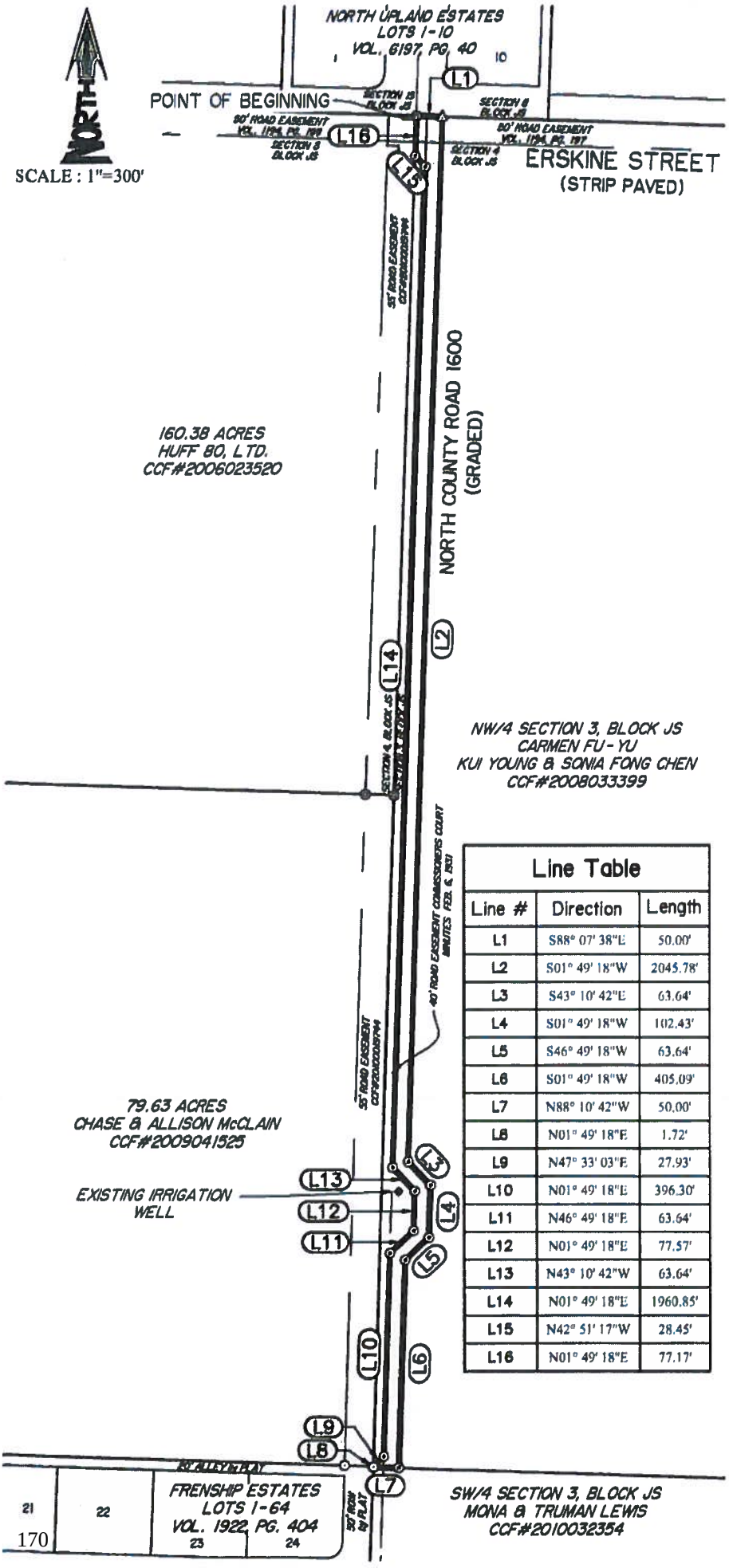
This instrument was acknowledged before me on _____, 2014, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

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. 18 - Permanent Easement
PERIMETER SURVEY OF A 1.892 ACRE TRACT LOCATED IN
SECTION 3, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	S88° 07' 38"E	50.00'
L2	S01° 49' 18"W	2045.78'
L3	S43° 10' 42"E	63.64'
L4	S01° 49' 18"W	102.43'
L5	S46° 49' 18"W	63.64'
L6	S01° 49' 18"W	405.09'
L7	N88° 10' 42"W	50.00'
L8	N01° 49' 18"E	1.72'
L9	N47° 33' 03"E	27.93'
L10	N01° 49' 18"E	396.30'
L11	N46° 49' 18"E	63.64'
L12	N01° 49' 18"E	77.57'
L13	N43° 10' 42"W	63.64'
L14	N01° 49' 18"E	1960.85'
L15	N42° 51' 17"W	28.45'
L16	N01° 49' 18"E	77.17'

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.
November 12, 2013
December 4, 2013; Revised Sheet 2 and 3
December 12, 2013; Revised Sheet 3

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
△ - SET MAG NAIL WITH WASHER
◉ - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON PIPE

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

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

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

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BAILEY COUNTY WATER PIPELINE
Parcel No. 18 - Permanent Easement
PERIMETER SURVEY OF A 1.892 ACRE TRACT LOCATED IN

SECTION 3, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.892 acre parcel located in Section 3, Block JS, Lubbock County, Texas, being a portion of Northwest Quarter described in County Clerk File Number 2008033399, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap found (North: 7286727.54', East: 911041.35') at the common corner of Sections 3, 4, 8 and 15, Block JS, Lubbock County, Texas, and in the South line of North Upland Estates, an addition to the County of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 6197, Page 40, Real Property Records, Lubbock County, Texas, and at the Northeast corner of said Northwest quarter of Section 3, Block JS, and at the Northeast corner of a 160.38 acre tract described in County Clerk File Number 2006023520, Official Public Records, Lubbock County, Texas, and at the Northwest corner of a 50.00 foot road easement described in Volume 1194, Page 197, Deed Records, Lubbock County, Texas, and at the Northeast corner of a 50.00 foot road easement described in Volume 1194, Page 199, Deed Records, Lubbock County, Texas, and at the Northeast corner of a 55.00 foot road easement described in County Clerk File Number 20100019744, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°07'38" E. along the common line of said Sections 4 and 8, Block JS, and along the North line of said 50.00 foot road easement, at 20.00 feet pass the East line of a 40.00 foot road easement described in Commissioners Court Minutes dated February 3, 1931, Lubbock County, Texas, continuing for a total distance of 50.00 feet to a mag nail with washer set for the Northeast corner of this parcel;

THENCE S. 01°49'18" W. at 50.00 feet pass the South line of said 50.00 foot road easement, continuing for a total distance of 2045.78 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 43°10'42" E. a distance of 63.64 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 01°49'18" W. a distance of 102.43 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 46°49'18" W. a distance of 63.64 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 01°49'18" W. a distance of 405.09 feet to a 1/2" iron rod with cap set in the South line of said Northwest quarter and in the North line of the Southwest quarter of Section 3, Block JS, described in County Clerk File Number 2010032354, Official Public Records, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°10'42" W. along said quarter Section line, at 30.00 feet pass the East line of said 40.00 foot road easement, continuing for a total distance of 50.00 feet to a point at the Southwest quarter corner of said Section 3, Block JS and in the common line of said Sections 3 and 4, Block JS, and in the East line of Frenship Estates, an Addition to the County of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 1922, Page 404, Deed Records, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°49'18" E. along the common line of said Section 3 and 4, Block JS, and along the East line of said Frenship Estates a distance of 1.72 feet to a 1/2" iron pipe found at the Northeast corner of said Frenship Estates and at the Southeast corner of said 55.00 foot road easement and at the Southeast corner of a 79.63 acre tract described in County Clerk File Number 2009041525, Official Public Records, Lubbock County, Texas, for a corner of this parcel;

THENCE N. 47°33'03" E. a distance of 27.93 feet to a 1/2" iron rod with cap set in the East line of said 40.00 foot road easement, for a corner of this parcel;

-Continued on sheet 3 of 3-

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

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BAILEY COUNTY WATER PIPELINE
Parcel No. 18 - Permanent Easement
PERIMETER SURVEY OF A 1.892 ACRE TRACT LOCATED IN
SECTION 3, BLOCK JS
LUBBOCK COUNTY, TEXAS

THENCE N. 01°49'18" E. along the East line of said 40.00 foot road easement, a distance of 396.30 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 46°49'18" E. a distance of 63.64 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 01°49'18" E. a distance of 77.57 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 43°10'42" W. a distance of 63.64 feet to a 1/2" iron rod with cap set in the East line of said 40.00 foot road easement, for a corner of this parcel;

THENCE N. 01°49'18" E. along the East line of said 40.00 foot road easement a distance of 1960.85 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 42°51'17" W. a distance of 28.45 feet to a 1/2" iron rod with cap set in the common line of said Sections 3 and 4, Block JS, and in the East line of said 160.38 acre tract and in the East line of said 55.00 foot road easement, for a corner of this parcel;

THENCE N. 01°49'18" E. along said common line of Sections 3 and 4, Block JS, and along the common line of said 160.38 acre tract and said Northwest quarter of Section 3, Block JS, and along the East line of said 55.00 foot road easement a distance of 77.17 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
November 12, 2013
December 4, 2013; Revised description to add distance unit
December 12, 2012; Revised description to add distance unit

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

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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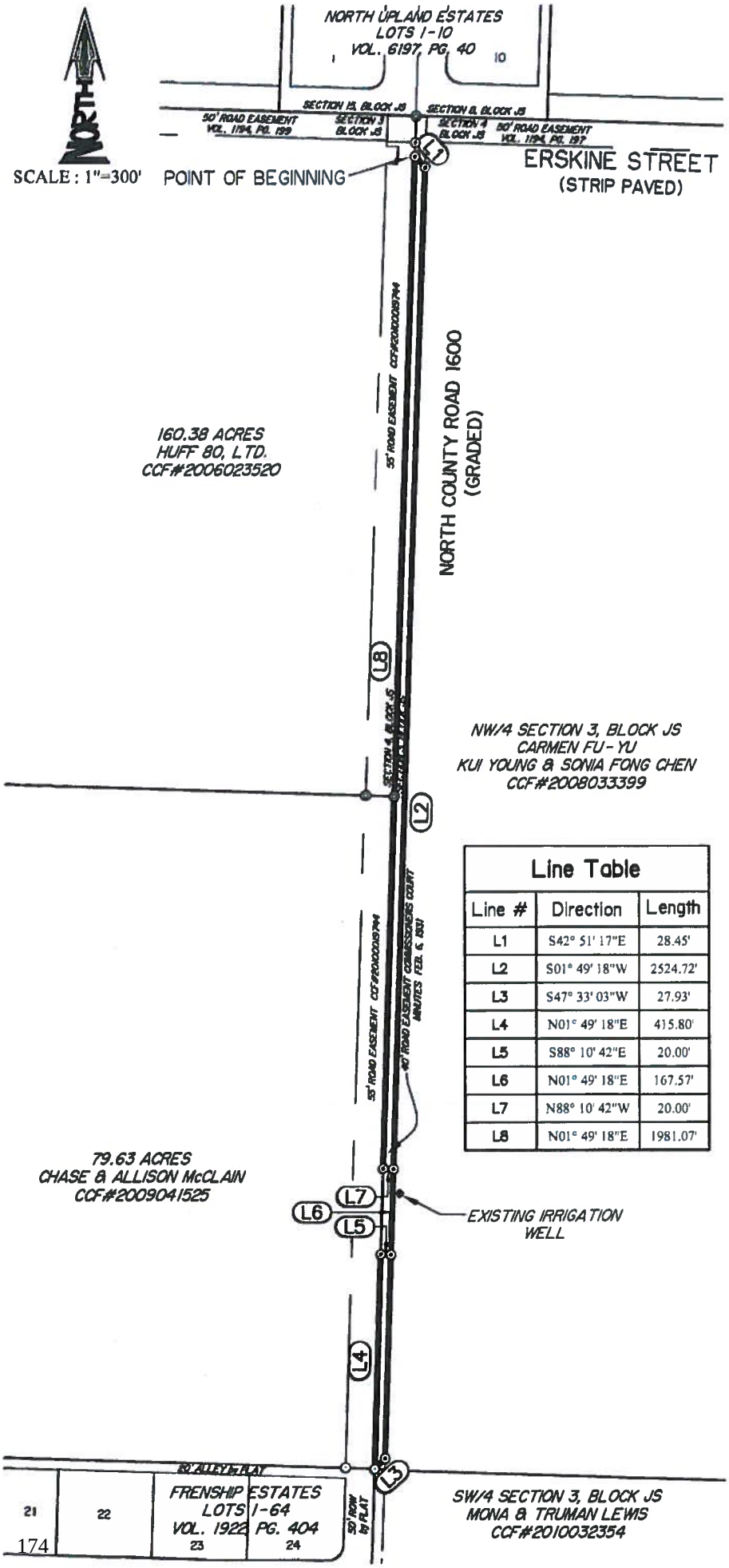
Exhibit B
Legal Description of the Temporary Easement

BAILEY COUNTY WATER PIPELINE
Parcel No. 58 - Temporary Easement
PERIMETER SURVEY OF A 1.091 ACRE
TRACT LOCATED IN
SECTION 3, BLOCK JS
LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	S42° 51' 17"E	28.45'
L2	S01° 49' 18"W	2524.72'
L3	S47° 33' 03"W	27.93'
L4	N01° 49' 18"E	415.80'
L5	S88° 10' 42"E	20.00'
L6	N01° 49' 18"E	167.57'
L7	N88° 10' 42"W	20.00'
L8	N01° 49' 18"E	1981.07'

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.
November 12, 2013
December 13, 2013; Revised Sheet 2

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

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

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

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

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

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

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BAILEY COUNTY WATER PIPELINE
Parcel No. 58 - Temporary Easement
PERIMETER SURVEY OF A 1.091 ACRE TRACT LOCATED IN

SECTION 3, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.091 acre parcel located in Section 3, Block JS, Lubbock County, Texas, being a portion of Northwest Quarter described in County Clerk File Number 2008033399, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7286650.41', East: 911038.90') set in the common line of Sections 3 and 4, Block JS, Lubbock County, Texas, and in the East line of a 160.38 acre tract described in County Clerk File Number 2006023520, Official Public Records, Lubbock County, Texas, and in the East line of a 55.00 foot road easement described in County Clerk File Number 20100019744, Official Public Records, Lubbock County, Texas, which bears S. 01°49'18" W. a distance of 77.17 feet from the from the common corner of Sections 3, 4, 8 and 15, Block JS, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 42°51'17" E. a distance of 28.45 feet to a 1/2" iron rod with cap set in the East line of a 40.00 foot road easement described in Commissioners Court Minutes dated February 3, 1931, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°49'18" W. along the East line of said 40.00 foot road easement, a distance of 2524.72 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE S. 47°33'03" W. a distance of 27.93 feet to a 1/2" iron pipe found in the common line of said Sections 3 and 4, Block JS, at the Northeast corner of Frenship Estates, an Addition to the County of Lubbock, according to the map, plat and/or dedication deed thereof recorded in Volume 1922, Page 404, Deed Records, Lubbock County, Texas, and at the Southwest corner of said 55.00 foot road easement, and at the Southeast corner of a 79.63 acre tract described in County Clerk File Number 2009041525, Official Public Records, Lubbock County, for the Southwest corner of this parcel;

THENCE N. 01°49'18" E. along the common line of said Sections 3 and 4, Block JS, the East line of said 79.63 acre tract, and the East line of said 55.00 foot road easement a distance of 415.80 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 88°10'42" E. a distance of 20.00 feet to a 1/2" iron rod with cap set in the East line of said 40.00 foot road easement, for a corner of this parcel;

THENCE N. 01°49'18" E. along the East line of said 40.00 foot road easement, a distance of 167.57 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 88°10'42" W. a distance of 20.00 feet to a 1/2" iron rod with cap set in the common line of said Sections 3 and 4, Block JS, the East line of said 79.63 acre tract, and the East line of said 55.00 foot road easement, for a corner of this parcel;

THENCE N. 01°49'18" E. along said common line of Sections 3 and 4, Block JS, and along the East line of said 79.63 acre tract, along the East line of said 55.00 foot road easement at 728.16 feet pass a 1/2" iron rod with cap found at the Northeast corner of said 79.63 acre tract and at the Southeast corner of said 160.38 acre tract, continuing for a total distance of 1981.07 feet to the Point of Beginning.

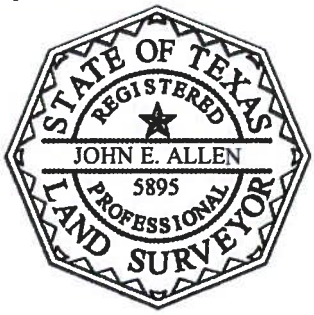
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

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

Surveyed on the ground
November 12, 2013
December 13, 2013; Revised description to add distance unit

John E. Allen

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



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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

City of Lubbock, TX
Capital Project
Project Cost Detail
April 24, 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 & Nichols - BCWF Amendment #3 Time - Construction Phase		-
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		267,993
Garney Construction - BCWF Supply Pipeline Construction Contract B		9,144,464
Current Agenda Items- April 24, 2014		
Young Chen - Section 33 Block JS, Lubbock County, Texas		10,852
Encumbered/Expended to Date		21,313,734
Estimated Costs for Remaining Appropriation		
Construction		5,186,266
Remaining Appropriation		5,186,266
Total Appropriation To Date	$	26,500,000

Regular City Council Meeting **5. 12.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution 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).

Item Summary

A public hearing to discuss and vote on the reallocation of unspent Federal funds was conducted by the CDSB on March 12, 2014, at 6:00 p.m. The recommendations of the CDSB for the reallocation of unspent federal funds from the CDBG are listed on the table attached.

Fiscal Impact

The available funds are from unspent CDBG closed out projects. The maximum to be allocated to these projects is $338,000.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager

Attachments

Resolution - Recommendations

Reallocation Recommendations

RESOLUTION

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

THAT the City Council of the City of Lubbock does hereby approve the Community Development and Service Board recommendations for the reallocation of unspent 2012-13 federal funds from the Community Development Block Grant (CDBG), and all related documents. Said recommendations are attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

CDBG Res-recomm unspent funds 3.31.14

The Board voted to approve the following funding recommendations:

Source of Funding	Agency/Organization	Project/Activity	Proposed Funding
CDBG	Fiestas Del Llano	Culture Center Renovation	$210,000
CDBG	Roots Historical Arts	East Lubbock Gateway	110,000
CDBG	City of Lubbock CD	Housing Emergency Repair	18,000
Total CDBG Reallocation			**$338,000**

Project Descriptions

Fiestas Facility Renovation Project – the funds will be used to renovate the building at 2420 3rd Street located on the corner of University and 3rd Street. Renovations will include plumbing, electrical, heating and air condition and other minor repairs. The facility will be used to conduct neighborhood meetings and events for the public.

Roots Historical Arts Gateway Project – the funds will be used at the corner of 19th Street and Ave to create a green space, entry point Gateway into East Lubbock. The Gateway Pedestrian Walkway landscape project will include landscape infrastructure, property clearance and demolition, establish water well and irrigation system, seeding and cultivation of grass turf as well as consulting services.

City of Lubbock CD Housing Emergency Repair Program – the funds will be used to continue assisting low income homeowners with emergency home repairs. Funds can be used for the following:

Water Lines, Sewer Lines/Private Water Disposal, Gas Lines, Water Heaters, Heaters *(seasonal – excludes installation of bathroom heaters),* Air Conditioning *(seasonal),* Electrical Systems *(eminent fire hazard)*

Regular City Council Meeting **5. 13.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution 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.

Item Summary

A public hearing to discuss and vote on the reallocation of FY 2012-13 unspent Federal funds was conducted by the Community Development and Services Board on March 12, 2014. The Board voted to approve Community Development Block Grant (CDBG) funding for the Fiestas Del Llano Cultural Center Renovation Project in the amount of $210,000.

Terms of the contract are April 24, 2014 through September 30, 2015.

Fiscal Impact

Federal funds will be used from the unspent CDBG. The maximum to be allocated to the renovation project is $210,000.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager

Attachments

Resolution & Contract - Fiestas

RESOLUTION

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

THAT the City Council of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Community Development Funding Contract, by and between the City of Lubbock and Fiestas Del Llano, from the FY 2012-13 Community Development Unspent Federal Funds for the facility renovation, 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 _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

CDBG Res-recomm unspent funds-Roots Historical Arts 331.14

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND FIESTAS DEL LLANO, INC.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of April, 2014 by and between the City of Lubbock (herein called the "City") and Fiestas Del Llano, Inc. (herein called the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds;

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to low- and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the **Hispanic Cultural Center** and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available funds for the **Fiestas Del Llano Hispanic Cultural Center.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Year 2013-14 Hispanic Cultural Center renovation program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant Program.

The Hispanic Cultural Center renovation project will include electrical, plumbing, heating and air condition repairs and other minor repairs to open the former fire station at 3rd street and University and to be used as a venue for community events, non-profits office space and neighborhood association office space.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an amount not to exceed **$210,000** in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this agreement and will not be liable for failure to make payments to Grantee under this agreement.

3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.

4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in 24 CFR §570.207.

5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this agreement.

6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this agreement which have not been billed to City by Grantee within ninety (90) days.

7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this agreement or after termination of this agreement.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. Grantee shall submit to City such reports on the operation and performance of this agreement during their program activity timeframe, as required by the City.

3. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

4. Grantee shall refund to City any sum of money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.

5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.

7. Grantee agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

8. Grantee will have the Match and Non-CDBG funds ready and available prior to the start of the project. Failure to do so may delay, and or cancel the project.

9. Grantee will verify and certify eligibility when the activity is a Low-mod Clientele program by signing and dating the Self Certification form.

E. Grantee's Match:

1. Grantees applying for Community Development Block Grant (CDBG) funds must supplement requests for CDBG funds with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources.

2. Matching funds may include cash provided by the agency from its own fund or other agencies, donations, or grants other than CDBG. The value of the match is subject to review and approval by the City of Lubbock.

F. Levels of Accomplishment/ Timeline

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following approximate levels of program services:

Activity	Timeline	Total Units/Year
Write up specifications	May 2014	1
Bid project	June 2014	
Award to contractor by	July 2014	1
Start Construction by	July 2014	1
Complete Project by	Sept 2015	1

G. Staffing

Staff related to the entire project: Sam Harper, Board Chair.

H. Performance Monitoring

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations. Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a monthly basis during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.

- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 24th day of April, 2014, and terminate on the 30th day of September, 2015. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	**Amount:**
Renovation (electrical, plumbing, heating & air)	210,000
TOTAL:	$ 210,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. PAYMENT

All payments to grantees are on a monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **$210,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payment request must be submitted with back-up documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City	Grantee
Joe Rangel City of Lubbock P. O. Box 2000 Lubbock, TX 79457	Sam Harper Fiestas Del Llano 2422 3rd Street Lubbock, TX 79415

VI. SPECIAL CONDITIONS

Return of Investment-25% of grant funds used will be paid back. Grantee will have the option of paying back in one lump sum 30-days after completion of the project or equal payments for up to ten years with no interest charged. A service fee of $4 (Four dollars) per month will be charged if making monthly payments. If the payment is not received by the 16th day of the month, a late payment charge which shall be from day-to-day be equal to the lesser of: (a) Four percent (4%) (the "Contract Rate"), or (b) the Maximum Rate. Notwithstanding the foregoing, if at any time the Contract Rate shall exceed the Maximum Rate, thereby causing the late payment to be limited to the Maximum Rate, then any subsequent reductions in the Contract Rate shall not reduce the rate of late payments accrued hereon equals the amount of late payments which would have accrued hereon if the Contract Rate had at all times been in effect.

The term "Maximum Rate", as used herein, shall mean, with respect to the holder hereof, the maximum nonusurious interest rate, if any, that at any time, or from time to time may under applicable law be contracted for, taken, reserved, charged or received on the indebtedness by this Contract.

Use as a public facility- Grantee agrees to maintain facility in its use for a minimum of five years, or for the duration of the payback of the 25% which ever is longer.

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective 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 contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorneys' fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Right to Exercise

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, the former shall control.

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I.A. above may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Grantee ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84 and
g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Grantee understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Program Income

The Grantee shall report as required by the City all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. Byway of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this contract, based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee.

4. Performance Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

Along with the performance report grantee shall submit **narrative information** on progress of the funded activities to the City in the form, content, and frequency as required by the City. Public facility projects must submit narrative information on progress of project on a quarterly basis.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR

Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the

program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally-assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. W/MBE

The Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Grantee shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with

assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD

programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest

provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

FIESTAS DEL LLANO, INC.

Sam Harper
Board Chair

FED. I.D.# 75-1943892

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 14.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution 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.

Item Summary

A public hearing to discuss and vote on the reallocation of FY 2012-13 unspent federal funds was conducted by the Community Development and Services Board on March 12, 2014. The Board voted to approve Community Development Block Grant (CDBG) funding for the Roots Historical Arts East Lubbock Gateway Project in the amount of $110,000.

Terms of the contract are April 24, 2014 through September 30, 2015.

Fiscal Impact

Federal funds will be used from the unspent CDBG. The maximum to be allocated to the renovation project is $110,000.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager

Attachments

Resolution & Contract - Roots

RESOLUTION

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

THAT the City Council of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Community Development Funding Contract, by and between the City of Lubbock and Roots Historical Arts Council, from the FY 2012-13 Community Development Unspent Federal Funds for the East Lubbock Gateway 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 City Council.

Passed by the City Council this _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

_____
Amy Sims, Assistant City Attorney

CDBG Res-recomm unspent funds-Roots Historical Arts 331.14

COMMUNITY DEVELOPMENT FUNDING AGREEMENT
BETWEEN
THE CITY OF LUBBOCK AND ROOTS HISTORICAL ARTS COUNCIL.

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT, entered this ____ day of April, 2014 by and between the City of Lubbock (herein called the "City") and Roots Historical Arts Council (herein called the "Grantee").

WHEREAS, the City has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974; and

WHEREAS, the City wishes to engage the Grantee to assist the Grantee in utilizing such funds;

WHEREAS, the City is obligated to do and perform certain services in its undertaking of a Community Development Block Grant Program pursuant to the Housing and Development Act of 1975, as amended; and

WHEREAS, the Grantee operates a non-profit center offering services to low- and moderate-income individuals and families; and

WHEREAS, the services provided by the Grantee benefit citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock has declared programs of the Grantee to be a public purpose and the provision of these services to be a predominate purpose of this transaction; and

WHEREAS, the Grantee and the services it provides have been found to meet the criteria for funding under provision 24 CFR 570.201; and

WHEREAS, the accomplishment of the above public purpose is the predominant purpose of this transaction, continuing supervision by the City together with statutory and contractual requirements provide sufficient assurance that this public purpose will be accomplished; and an audit provides sufficient protection of the handling of public money; and

WHEREAS, the City Council has found that the Grantee has the special expertise, knowledge and experience necessary for the **Gateway Pedestrian Walkway** and that the City will receive adequate consideration in the form of substantial public benefit; and

WHEREAS, the City desires to contract with the Grantee to make available funds for the **Roots Historical Arts Council.**

NOW, THEREFORE, it is agreed between the parties hereto that:

I. SCOPE OF SERVICE

A. Activities

The Grantee will be responsible for administering a CDBG Year 2013-14 Gateway Pedestrian Walkway landscape program in a manner satisfactory to the City and consistent with any standards required as a condition of providing these funds. Such program will include the activities eligible under the Community Development Block Grant Program.

The Gateway Pedestrian Walkway landscape project will include landscape infrastructure, property clearance and demolition, establish water well and irrigation system, seeding and cultivation of grass turf as well as consulting services. Project will serve as a community gateway entry point to historic East Lubbock.

B. National Objectives

The Grantee certifies that the activities carried out with funds provided under this Agreement will meet the CDBG program's National Objective of benefiting low/moderate income persons, as defined in 24 CFR Part 570.208.

C. City Responsibilities

1. City agrees to provide Grantee assistance from Department of Housing and Urban Development funds in an amount not to exceed **$110,000** in return for Grantee performing the activities set forth in this Agreement as consideration for said funds.

2. It is expressly understood and agreed by the parties hereto that City's responsibilities are contingent upon the actual receipt of adequate federal funds to meet City's liabilities under this agreement. If adequate funds are not available to make payments under this agreement, City shall notify Grantee in writing within a reasonable time after such fact is determined. City shall terminate this agreement and will not be liable for failure to make payments to Grantee under this agreement.

3. City shall not be liable to Grantee for any costs incurred by Grantee, or any portions thereof, which have been paid to Grantee or which are subject to payment to Grantee, or which have been reimbursed to Grantee or which are subject to reimbursement to Grantee by any source other than City or Grantee.

4. City shall not be liable to Grantee for any costs incurred by Grantee which are not allowable costs, as set forth in 24 CFR §570.207.

5. City shall not be liable to Grantee for any costs incurred by Grantee or for any performances rendered by Grantee which are not strictly in accordance with the terms of this agreement.

6. City shall not be liable to Grantee for any costs incurred by Grantee in the performance of this agreement which have not been billed to City by Grantee within ninety (90) days.

7. City shall not be liable for costs incurred or performances rendered by Grantee before commencement of this agreement or after termination of this agreement.

D. Grantee's Responsibilities

1. Grantee shall perform all activities in accordance with their budget, the applicable laws and regulations set forth herein; the assurance, certifications, and all other terms, provisions, and requirements set forth in this agreement.

2. Grantee shall submit to City such reports on the operation and performance of this agreement during their program activity timeframe, as required by the City.

3. In addition to the limitations on liability otherwise specified in this agreement, it is expressly understood and agreed by the parties hereto that if Grantee fails to submit to City in a timely and satisfactory manner any report required by this agreement, City may, at its sole option and in its sole discretion, withhold any or all payments otherwise due or requested by Grantee hereunder. If City withholds such payments, it shall notify Grantee in writing of its decision and the reasons therefor. Payments withheld pursuant to this paragraph may be held by City until such time as the delinquent obligations for which funds are withheld are fulfilled by Grantee.

4. Grantee shall refund to City any sum of money which has been paid to Grantee by City which City determines has resulted in overpayment to Grantee, or which City determines has not been spent by Grantee strictly in accordance with the terms of this agreement. Such refund shall be made by Grantee to City within thirty (30) working days after such refund is requested by City.

5. Grantee agrees to comply with applicable uniform administrative requirements, as described in 24 CFR 570.502.

6. Grantee agrees to comply with Housing and Urban Development (HUD) Outcome Performance Measurement requirements and reporting.

7. Grantee agrees to carry out the activities under this agreement in compliance with all Federal laws and regulations described in 24 CFR Chapter 570 subpart K except grantee does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR part 52.

8. Grantee will have the Match and Non-CDBG funds ready and available prior to the start of the project. Failure to do so may delay, and or cancel the project.

9. Grantee will verify and certify eligibility when the activity is a Low-mod Clientele program by signing and dating the Self Certification form.

E. Grantee's Match:

1. Grantees applying for Community Development Block Grant (CDBG) funds must supplement requests for CDBG funds with additional funds from sources other than CDBG. This project must provide 25% or more of the total project costs from non-CDBG sources.

2. Matching funds may include cash provided by the agency from its own fund or other agencies, donations, or grants other than CDBG. The value of the match is subject to review and approval by the City of Lubbock.

F. Levels of Accomplishment/ Timeline

In addition to the normal administrative services required as part of this Agreement, the Grantee agrees to provide the following approximate levels of program services:

Activity	Timeline	Total Units/Year
Write up specifications	May 2014	1
Bid project	June 2014	
Award to contractor by	July 2014	1
Start Construction by	July 2014	1
Complete Project by	Sept 2015	1

G. Staffing

Staff related to the entire project: Eric Strong, Director.

H. Performance Monitoring

The City will monitor the performance of the Grantee for compliance with goals and requirements as required or as it deems necessary in accordance with the regulations. Monitoring will be based on a risk analysis and a monitoring plan developed at the beginning of the fiscal year. Desk monitoring will take place on a monthly basis during grantees program activity timeframe. Substandard performance as determined by the City will constitute non-compliance with this Agreement. If action to correct such substandard performance is not taken by the Grantee within a reasonable period of time after being notified by the City in writing, contract suspension or termination procedures will be initiated.

Monitoring timeline will be as follows:

- Notification letter sent to grantee at least 15 days before monitoring visit.
- Monitoring letter sent to grantee identifying concerns and findings if any within thirty (30) days of monitoring visit.

- Grantee must provide a written response within thirty (30) days to the monitoring letter that describes how the grantee will resolve any issues. If no deficiencies were noted grantee must confirm receipt of report within thirty (30) days of the date of the letter.

II. TIME OF PERFORMANCE

Services of the Grantee shall start on the 24th day of April, 2014, and terminate on the 30th day of September, 2015. The term of this Agreement and the provisions herein shall be extended to cover any additional time period during which the Grantee remains in control of CDBG funds or other assets, including program income.

III. BUDGET

Line Item:	**Amount:**
Landscaping (clearance, demolition, water wells, irrigation system)	100,000
ProfessionalConsultation Services	10,000
TOTAL:	$ 110,000

Any indirect costs charged must be consistent with the conditions of Paragraph VIII (C)(2) of this Agreement. In addition, the City may require a more detailed budget breakdown than the one contained herein, and the Grantee shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the City. Any changes to this budget must be approved in writing by the City.

IV. PAYMENT

All payments to grantees are on a monthly reimbursement basis. The Grantee will have incurred the expense or paid for the expense and submit detailed source documentation to the City when requesting payment.

It is expressly agreed and understood that the total amount to be paid by the City under this contract shall not exceed **$210,000**. Drawdowns for the payment of eligible expenses shall be made against the line item budgets specified in Paragraph III herein and in accordance with performance. Expenses for general administration shall also be paid against the line item budgets specified in Paragraph III and in accordance with performance.

Payment request must be submitted with back-up documentation such as time sheets, paycheck stubs, receipts, invoices, billing statements or other verification in support of all expenditures incurred and charged to the grant.

Payments may be contingent upon certification of the Grantee's financial management system in accordance with the standards specified in 24 CFR 84.

V. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

City	Grantee
Joe Rangel City of Lubbock P. O. Box 2000 Lubbock, TX 79457	Eric Strong Roots Historical Arts Council P O Box 3671 Lubbock, TX 79415

VI. SPECIAL CONDITIONS

Return of Investment-25% of grant funds used will be paid back. Grantee will have the option of paying back in one lump sum 30-days after completion of the project or equal payments for up to ten years with no interest charged. A service fee of $4 (Four dollars) per month will be charged if making monthly payments. If the payment is not received by the 16th day of the month, a late payment charge which shall be from day-to-day be equal to the lesser of: (a) Four percent (4%) (the "Contract Rate"), or (b) the Maximum Rate. Notwithstanding the foregoing, if at any time the Contract Rate shall exceed the Maximum Rate, thereby causing the late payment to be limited to the Maximum Rate, then any subsequent reductions in the Contract Rate shall not reduce the rate of late payments accrued hereon equals the amount of late payments which would have accrued hereon if the Contract Rate had at all times been in effect.

The term "Maximum Rate", as used herein, shall mean, with respect to the holder hereof, the maximum nonusurious interest rate, if any, that at any time, or from time to time may under applicable law be contracted for, taken, reserved, charged or received on the indebtedness by this Contract.

Use as a public facility- Grantee agrees to maintain facility in its use for a minimum of five years, or for the duration of the payback of the 25% which ever is longer.

VII. GENERAL CONDITIONS

A. General Compliance

The Grantee agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)). The Grantee also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided

under this contract. The Grantee further agrees to utilize funds available under this Agreement to supplement rather than supplant funds otherwise available.

B. "Independent Contractor"

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Grantee shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation insurance as the Grantee is an independent contractor.

C. Indemnity and Release

Grantee shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's respective 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 contemplated hereunder.

Grantee shall pay to the City, the City's respective officers, employees, elected officials and/or agents, as applicable, all attorneys' fees incurred by such parties in enforcing Grantee's indemnity in this section.

The City, and its respective officers, employees, elected officials and agents shall not be liable and Grantee hereby releases the City, and its respective officers, employees, elected officials and agents, for, from and/or against any losses, damages, claims or liabilities to Grantee

The indemnity and release provided herein shall survive the termination or voidance of this agreement.

D. Right to Exercise

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, the former shall control.

E. Workers' Compensation

The Grantee shall provide Workers' Compensation insurance coverage for all of its employees involved in the performance of this contract.

F. Insurance and Bonding

The Grantee shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum, shall purchase a blanket fidelity bond covering all employees in an amount equal to cash advances from the City.

The Grantee shall comply with the bonding and insurance requirements of OMB Circular A-110, Bonding and Insurance.

G. Grantor Recognition

The Grantee shall insure recognition of the role of the grantor agency in providing services through this contract. All activities, facilities, and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, the Grantee will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

H. Amendments

The City or Grantee may amend this Agreement at any time, provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and approved by the City's governing body. Such amendments shall not invalidate this Agreement nor relieve or release the City or Grantee from its obligations under this Agreement.

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Grantee.

I. Suspension or Termination

Either party may terminate this contract at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I.A. above may only be undertaken with the prior approval of the City. In the event of any termination for convenience, all finished or unfinished documents, data, studies, surveys, maps, models, photographs, reports or other materials prepared by the Grantee under this Agreement shall, at the option of the City, become the property of the City, and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination.

The City may also suspend or terminate this Agreement, in whole or in part, if the Grantee fails to comply with any term of this Agreement, or with any of the rules, regulations or provisions referred to herein; and the City may declare the Grantee ineligible for any further participation in the City's contracts, in addition to other remedies as provided by law. In the event there is probable cause to believe the Grantee is in noncompliance with any applicable rules or

regulations, the City may withhold up to fifteen percent (15%) of said contract funds until such time as the Grantee is found to be in compliance by the City, or is otherwise adjudicated to be in compliance.

The City may also terminate this agreement in the event of an emergency or disaster, whether an act of God, natural or manmade, by giving twenty-four (24) hour notice. The City may give said notice verbally to Grantee. Any expenditure incurred prior to receiving notice will be reimbursed; however, in no event shall the City pay any expenses incurred after notice of termination is received by Grantee.

VIII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

The Grantee agrees to comply with 24 CFR 84 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

2. Cost Principles

The Grantee shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations". These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

B. Documentation and Record-Keeping

1. Records to be Maintained

The Grantee shall maintain all records required by the Federal regulations specified in 24 CFR Part 570.506 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:

a. Records providing a full description of each activity undertaken;
b. Records demonstrating that each activity undertaken meet the National Objective of the CDBG program of benefiting low/moderate income persons.
c. Records required to determine the eligibility of activities;
d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
f. Financial records as required by 24 CFR Part 570.502, and 24 CFR 84 and

g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

The Grantee shall retain all records pertinent to expenditures incurred under this contract for a period of four (4) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this contract shall be retained for four (4) years after final disposition of such property. Records for any displaced person must be kept for four (4) years after he/she has received final payment. Notwithstanding the above, if there is litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the four-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the four-year period, whichever occurs later.

3. Client Data

The Grantee shall maintain client data demonstrating client eligibility for services provided. Such data shall include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of service provided. Such information shall be made available to City monitors or their designees for review upon request.

4. Disclosure

The Grantee understands that client information collected under this contract is private, and the use or disclosure of such information, when not directly connected with the administration of the City's or Grantee's responsibilities with respect to services provided under this contract, is prohibited unless written consent is obtained from such person receiving service and, in the case of a minor, that of a responsible parent/guardian, unless otherwise required by law.

5. Property Records

The Grantee shall maintain real property inventory records which clearly identify properties purchased, improved or sold. Properties retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in 24 CFR Parts 570.503(b)(8), as applicable.

6. Close-Outs

The Grantee's obligation to the City shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts

receivable to the City), final close-out reports and determining the custodianship of records.

7. Audits & Inspections

All Grantee records with respect to any matters covered by this Agreement shall be made available to the City, grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the City or grantor agency deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Grantee within 30 days after receipt by the Grantee. Failure of the Grantee to comply with the above audit requirements will constitute a violation of this contract and may result in the withholding of future payments. The Grantee hereby agrees to have an annual agency audit conducted in accordance with current City policy concerning Grantee audits and, as applicable, OMB Circular A-133.

Grantees meeting the OMB Circular A-133 requirements must submit their audits to the audit clearing house within nine (9) months after the entities fiscal year end date.

C. Reporting and Payment Procedures

1. Program Income

The Grantee shall report as required by the City all program income as defined at 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this contract. The use of program income by the Grantee shall comply with the requirements set forth at 24 CFR 570.504. Byway of further limitations, the Grantee may use such income during the contract period for activities permitted under this contract and shall reduce requests for additional funds by the amount of any such program income balances on hand. All unused program income shall be returned to the City at the end of the contract period. Any interest earned on cash advances from the U. S. Treasury is not program income and shall be remitted promptly to the City.

2. Indirect Costs

If indirect costs are charged, the Grantee will develop an indirect cost allocation plan for determining the appropriate Grantee's share of administrative costs and shall submit such plan to the City for approval, in a form specified by the City.

3. Payment Procedures

The City will pay to the Grantee funds available under this contract, based upon information submitted by the Grantee and consistent with any approved budget and City policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Grantee, and not to exceed actual cash requirements. Payments will be adjusted by the City in accordance with advance fund and program income balances available in Grantee accounts. In addition, the City

reserves the right to liquidate funds available under this contract for costs incurred by the City on behalf of the Grantee.

4. Performance Reports

Grantee shall submit to City a Performance and Financial Report, monthly or during their program activity time frame as requested by the city, in a format prescribed by the City and shall include the amount of funds expended for each of the eligible activities.

The initial Performance and Financial Report is required by the 20th of the following month after program activity starts. Grantee shall continue to submit the reports monthly no later than the 20th of each month, the September financial report and request for reimbursement must be in by September 30. The performance report will remain due by the 20th of the following month. Reporting will continue from the start of program activity till the end of the program year.

Along with the performance report grantee shall submit **narrative information** on progress of the funded activities to the City in the form, content, and frequency as required by the City. Public facility projects must submit narrative information on progress of project on a quarterly basis.

D. Procurement

1. Compliance

The Grantee shall comply with current City policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets purchased with such funds (unexpended program income, property, equipment, etc.) shall revert to the City upon termination of this contract.

2. CFR Standards

The Grantee shall procure all materials, property, or services in accordance with the requirements of 24 CFR 84, Procurement Standards, and shall subsequently follow Property Management Standards as modified by 24 CFR 570.502(b)(6), covering utilization and disposal of property.

3. Travel

The Grantee shall obtain written approval from the City for any travel outside the metropolitan area with funds provided under this contract.

IX. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Grantee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606(b); (b) the requirements of 24 CFR 570.606(c) governing the Residential Antidisplacement and Relocation Assistance Plan under Section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The City may preempt the optional policies.) The Grantee shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG-assisted project. The Grantee also agrees to comply with applicable City ordinances, resolutions and policies concerning the displacement of persons from their residences.

X. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Grantee agrees to comply and to require all subcontractors to comply with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Act of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086.

2. Nondiscrimination

The Grantee will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/familial status, or status with regard to public assistance. The Grantee will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 and 24 CFR 570.601 and 602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this contract, the Grantee shall cause or require a covenant running with the land to be inserted in the deed or lease

for such transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the City and the United States are beneficiaries of and entitled to enforce such covenants. The Grantee, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

4. Section 504

The Grantee agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 706), which prohibits discrimination against the handicapped in any Federally-assisted program. The City shall provide the Grantee with any guidelines necessary for compliance with that portion of the regulations in force during the term of this contract.

5. Reports

The Grantee shall maintain a report that documents the race/ethnicity of its employees. The Grantee shall provide the City a copy with said report upon execution of this Agreement.

6. Policies

The Grantee shall maintain current copies of its fair housing and equal opportunity policies. The Grantee shall provide a copy of said policies to the City immediately upon request.

B. Affirmative Action

1. Approved Plan

The Grantee agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in the President's Executive Order 11246 of September 24, 1965. Grantees receiving federal funds through the City are required to develop a written affirmative action program to insure that equal opportunity is provided in all aspects of their employment.

2. W/MBE

The Grantee will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this contract. As used in this contract, the term "minority and female business enterprise" means a business at least fifty-one percent (51%) owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish-surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Grantee may rely on written

representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Grantee shall furnish and cause each of its own subrecipients or subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, HUD or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notifications

The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Grantee's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. EEO/AA Statement

The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Grantee will include the provisions of Paragraphs X.A., Civil Rights, and B., Affirmative Action, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Grantee is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities; sectarian or religious activities; and lobbying, political patronage, and nepotism activities.

2. Labor Standards

The Grantee agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276a-276a-5; 40 USC 327 and 40 USC 276c) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this contract. The Grantee shall maintain documentation which

demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request. The Grantee agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of $2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided, that if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Grantee of its obligation, if any, to require payment of the higher wage. The Grantee shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3, the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this contract, shall be a condition of the Federal financial assistance provided under this contract and binding upon the City, the Grantee and any of the Grantee's subrecipients and subcontractors. Failure to fulfill these requirements shall subject the City, the Grantee and any of the Grantee's subrecipients and subcontractors, their successors and assigns, to those sanctions specified by the Agreement through which Federal assistance is provided. The Grantee certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Grantee further agrees to comply with these "Section 3" requirements and to include the following language in all subcontracts executed under this Agreement:

> "The work to be performed under this contract is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 (of the Housing and Urban Development Act of 1968), as amended, 12 U.S.C. 1701. Section 3 requires that, to the greatest extent feasible, opportunities for training and employment be given to low- and very low-income residents of the project area, and contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Grantee further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or

other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Grantee certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

b. Notifications

The Grantee agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Grantee will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Grantee will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Assignability

The Grantee shall not assign or transfer any interest in this contract without the prior written consent of the City thereto; provided, however, that claims for money due or to become due to the Grantee from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

2. Subcontracts

a. Approvals

The Grantee shall not enter into any subcontracts with any agency or individual in the performance of this contract without the written consent of the City prior to the execution of such agreement.

b. Monitoring

The Grantee will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Grantee shall cause all of the provisions of this contract in its entirety to be included in and made a part of any subcontract executed in the performance of this Agreement.

d. Selection Process

The Grantee shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

e. Suspension / Disbarment

The Grantee shall not enter into any subcontracts with an agency, business or individual that has been suspended, disbarred or otherwise excluded from federal grants. The Grantee shall maintain records demonstrating that it has reviewed potential subcontractors against the debarred and excluded list prior to committing any grant funds to a subcontract.

3. Hatch Act

The Grantee agrees that no funds provided, nor personnel employed under this contract, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V United States Code.

4. Conflict of Interest

The Grantee shall maintain written codes of conduct that govern the performance of its employees engaged in the award and administration of contracts. Said codes of conduct shall be in compliance with 24 CFR 84.42.

Further, Grantee covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Grantee further

covenants that, in the performance of this Agreement, no person having such a financial interest shall be employed or retained by the Grantee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the City, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program.

5. Lobbying

The Grantee hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly; and

d. Lobbying Certification - Paragraph d

This certification is a material representation of fact upon 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.

6. Copyright

If this contract results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

7. Religious Organization

The Grantee agrees that funds provided under this contract will not be utilized for religious activities, to promote religious interests, or for the benefit of a religious organization in accordance with the Federal regulations specified in 24 CFR 570.200(j).

XI. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract:

Clean Air Act, 42 U.S.C., 7401, et seq.
Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Grantee shall assure that, for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Grantee agrees that any construction or rehabilitation of residential structures with assistance provided under this contract shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR Part 35 and will comply with all applicable requirements.

D. Asbestos

City agrees to comply with the Texas Asbestos Health Protection Act set forth at Article 4477-3a Section 12 of the Texas Civil Statutes and the National Emission Standard for Asbestos Regulations set forth at 40 CFR Part 61.

E. Historic Preservation

The Grantee agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this contract. In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that are included on a Federal, state, or local historic property list.

XII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

ROOTS HISTORICAL ARTS COUNCIL

Eric Strong
Director

FED. I.D.# 75-1911641

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Bill Howerton, CD Director/Citibus Liaison

APPROVED AS TO FORM:

Amy Sims, Assistant City Attorney

Regular City Council Meeting **5. 15.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Transit: Consider a resolution authorizing the Mayor to execute contract 11692 with Henthorn Commercial Construction for renovations to Citibus Depot Facilities, RFP 14-11692-DG.

Item Summary

Citibus has been in the process of renovating the Downtown Transfer Plaza since 2010. The renovation/expansion project has been funded with multiple Texas Department of Transportation (TxDOT) Section 5311 (f) grant funds. The renovation project is necessary in order to accommodate Greyhound operations and effectively serve Citibus and Greyhound customers. Funds from the FY 2011-12 and FY 2012-13 Section 5311 (f) grant funds in the amount of $264,000 are being used for this phase of the project. The projects for this phase of the project include replacing the existing roof, re-finish and polish floors, replace and update bathroom partitions, HVAC unit replacement, and interior and exterior painting.

The evaluation committee reviewed the proposals based on Price (45%), Contractor Qualifications (35%), Safety Record Questionnaire (10%) and Contstruction Time (10%). Proposals were received from the following contractors and ranked as follows:

Contractor	Score	Amount
Henthorn Commercial Construction, Lubbock, TX	321	$244,500
Hasco Commercial Construction, Lubbock, TX	273	272,990
Hi Plains Contractors & Management Group, Inc. Lubbock, TX	234	287,330
Tommy Klein Construction, Inc. Lubbock, TX	268	303,532
Minnix Commercial Partners, Ltd., Lubbock, TX	249	350,234

Staff recommends contract award to highest ranking proposer, Henthorn Commercial Construction of Lubbock, Texas in the amount of $244,500 with 150 consecutive days for final completon. Liquidated damages are $500 per calendar day.

Fiscal Impact

All work to be completed for this RFP will be paid for through TxDOT Section 5311 (f) funds. Transportation Development Credits will be used as the local match. No local match is required from the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager

Attachments

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. 11692 for Downtown Transfer Plaza Renovations to Citibus Depot Facilities, by and between the City of Lubbock and Henthorn Commercial Construction, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Assistant City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Henthorn
March 24, 2014

PROPOSAL SUBMITTAL FORM
LUMP SUM PRICE PROPOSAL CONTRACT

DATE: March 5, 2014

PROJECT NUMBER: Downtown Transfer Plaza Renovations to Citibus Bus Depot Facility

Proposal of Henthorn Commercial Construction (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 Downtown Transfer Plaza Renovations to Citibus Bus Depot Facility 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.

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Downtown Transfer Plaza Renovations to Citibus Bus Depot Facility according to specifications and plans.	$ 218,000.00	$ 218,000.00

ALTERNATE BID A

ITEM NO	ESTIMATED QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	Alternate One, will include two new rooftop HVAC units on existing curbs.	$ 26,500.00	$ 26,500.00

Total Price $ 244,500

RD Offeror's Initial

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) ONE HUNDRED TWENTY CONSECUTIVE CALENDAR DAYS and attain Final Completion within (150) ONE HUNDRED FIFTY CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specification and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$500 (FIVE HUNDRED DOLLARS)** for each day in excess of the time set forth herein above for completion, and the sum of **$500 (FIVE HUNDRED DOLLARS)** for each consecutive calendar day after substantial completion and in excess of the time to final completion set forth herein above for completion of this project, all as more fully set forth in the General Conditions of the Agreement.

The proposed number of calendar days to substantial completion. (Number followed by written):

110 Days (One Hundred & Ten Days)

The proposed number of calendar days to final completion. (Number followed by written):

140 Days (One Hundred & Forty Days)

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 **sixty (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 ten (10) days after notice of award of the contract to him.

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 5% of the bid proposal Dollars ($ _____), 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 ten (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(a), a competitive scaled 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 FROM PRIOR TO PROPOSAL OPENING.

(Seal if Offeror is a Corporation)
ATTEST:

_____
Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No._____ Date_____
Addenda No._____ Date_____
Addenda No._____ Date_____
Addenda No._____ Date_____

Date: March 5, 2014

Authorized Signature

Rhett Dawson
(Printed or Typed Name)

Henthorn Commercial Construction
Company

2011 Avenue C
Address

Lubbock, Lubbock
City, County

Texas, 79404
State, Zip Code

Telephone: 806-626-4582

Fax: 806-209-0220

Email: dawson.rhett@gmail.com

FEDERAL TAX ID or SOCIAL SECURITY No.
26-4058489

M/MBE Firm:

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

Regular City Council Meeting **5. 16.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution 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.

Item Summary

This contract establishes annual pricing for the renovation and refurbishment of metal side-loading refuse containers that are in unusable condition so, as needed, dumpsters are refurbished and painted. In addition, this contract establishes contract pricing for the modification and repair of roll-offs and dumpsters used in the City Drop-off Recycling Stations. It is necessary to renovate, refurbish, repair and paint dumpsters when their condition deteriorates to a level where trash can no longer be adequately contained or the appearance of the dumpster becomes very unsightly. Modifications are needed for dumpsters and roll-offs used in the City drop-off recycling sites. Approximately 1,750 dumpsters will be refurbished, repaired or modified and approximately 26 roll-offs will be modified or repaired. Services were bid on a “more or less” basis so that quantities can be adjusted, depending upon annual funding allocations and operational needs.

Bids were received from the following contractors:

Caprock Waste of Lubbock, TX

Calco Metal Works, Lubbock, TX

Staff recommends contract award to the lowest bidder, Caprock Waste of Lubbock, Texas. The contract establishes firm unit prices. Quantities of work will be adjusted depending on annual funding allocations and needs. The contract term is for one year, with the option of four, one year renewls. A tabulation sheet is provided.

Fiscal Impact

A total of $330,880 was appropriated in FY 2013-14 with $333,512 available in Project 5511.8207 and $438,325 is being requested for FY 2014-15 for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Caprock Waste

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. 11768 to renovate and refurbish dumpsters, by and between the City of Lubbock and Caprock Waste, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Contract-Caprock Waste
April 9, 2014

Contract 11768

City of Lubbock, TX
Contract for Services for
Renovate and Refurbish Dumpsters

THIS CONTRACT made and entered into this **24th** day of **April, 2014**, by and between the City of Lubbock ("City"), and , Caprock Waste ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids to Renovate and Refurbish Dumpsters 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 Renovate and Refurbish Dumpsters.

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, Renovate and Refurbish Dumpsters and more specifically referred to as items one through twenty nine on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached bid form and specifications contained herein.The Contractor shall perform the work according to the procedures outlined in the bid form and specifications attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract. At annual renewal, the rates may be adjusted upward or downward at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most effective for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

3. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

4. 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.

5. 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 Products-Comp/OP AGG Personal & Adv. Injury Contractual Liability Products of Complete Operation Endorsements	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 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. Assigning or Subletting the Contract: The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the 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.

11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11768-DG, 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 Manger

APPROVED AS TO FORM:

Chad Weaver, Assistant City Attorney

CONTRACTOR

BY Michael Giampietro
Authorized Representative

MICHAEL GIAMPIETRO
Print Name

P. O. BOX 2803
Address

LUBBOCK, TX 79408
City, State, Zip Code

Bid Form
Renovate and Refurbish Dumpsters
City of Lubbock, Texas
ITB 14-11768-DG

In compliance with the **Invitation to Bid 14-11768-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 **14-11768-DG** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM *a*	QTY *b*	UNIT OF MEASURE *c*	DESCRIPTION *d*	UNIT PRICE* BID *e*	Extended Cost *f = b x e*	Delivery Days ARO**
1.	25 (More or less)	EA	Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	$250	$6,250	14
2.	630 (More or less)	EA	Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	#250	#157,500	14
3.	90 (More or less)	EA	Complete repair/refurbishing of container – steel bottom, add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)	#250	#22,500	14
4.	25 (More or less)	EA	Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	#250	#6,250	14
5.	630 (More or less)	EA	Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	#250	#157,500	14
6.	90 (More or less)	EA	Complete repair/refurbishing of container – plastic bottom, add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)	#250	#22,500	14
7.	5 (More or less)	EA	Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. One and a half-Cubic yard, side loading containers (as specified herein)	#350	#1,750	14
8.	5 (More or less)	EA	Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Two Cubic yard, side loading containers (as specified herein)	#350	#1,750	14
9.	25 (More or less)	EA	Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Three-Cubic yard, side loading containers (as specified herein)	#350	#8,750	14

10.	20 (More or less)	EA	Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed. Four-Cubic yard, side loading containers (as specified herein)	$350	$7,000	14
11.	5 (More or less)	EA	Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: One and a half-Cubic yard, side loading containers (as specified herein)	$175	$875	14
12.	5 (More or less)	EA	Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	$175	$875	14
13.	15 (More or less)	EA	Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	$175	$2,625	14
14.	10 (More or less)	EA	Repair, paint and replace lids with new plastic lids and add steel tubular-stopper as needed Four-Cubic yard, side loading containers (as specified herein)	$175	$1,750	14
15.	5 (More or less)	EA	Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	$250	$1,250	14
16.	8 (More or less)	EA	Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	$250	$2,000	14
17.	7 (More or less)	EA	Repair, paint and replace lids with new steel lids and add steel tubular- stopper as needed: Four-Cubic yard, side loading containers (as specified herein)	$250	$1,750	14
18.	5 (More or less)	EA	Paint container only and add steel tubular-stopper as needed: One and a half-Cubic yard, side loading containers (as specified herein)	$125	$625	14
19.	10 (More or less)	EA	Paint container only and add steel tubular-stopper as needed: Two-Cubic yard, side loading containers (as specified herein)	$125	$1,250	14
20.	75 (More or less)	EA	Paint container only and add steel tubular-stopper as needed: Three-Cubic yard, side loading containers (as specified herein)	$125	$9,375	14
21.	30 (More or less)	EA	Paint container only and add steel tubular-stopper as needed: Four-Cubic yard, side loading containers (as specified herein)	$125	$3,750	14
22.	30 (More or Less)	EA	Paint container light blue (sky blue or powder blue) and modify container by adding metal chutes to metal lid for recycling of accepted commodities (as specified herein)	$275	$8,250	14
23.	2 (More or Less)	EA	Modify top of existing roll-off box by adding cover with slots to convert for recycling of cardboard (as specified herein)	$500	$1,000	14
24.	3 (More or Less)	EA	Repair and replace steel rollers and roller shaft. Ten-Cubic or Twenty-Cubic yard heavy duty rectangular roll-off containers.	$400	$1,200	14
25.	5 (More or Less)	EA	Repair and replace steel rollers and roller shaft. Thirty-Cubic or Forty-Cubic yard heavy duty rectangular roll-off containers.	$400	$2,000	14

26.	5 (More or Less)	EA	Repair and replace door hinge chains, steel formed channel door frame and vertical operating latch handle. Thirty-Cubic or Forty-Cubic yard heavy duty rectangular roll-off containers.	$500	$2,500	14
27.	3` (More or Less)	EA	Repair and replace door hinge chains, steel formed channel door frame and vertical operating latch handle. Ten-Cubic or Twenty-Cubic yard heavy duty rectangular roll-off containers.	$500	$1,500	14
28.	5 (More or Less)	EA	Repair and replace door hinge chains, steel formed channel door frame and vertical operating latch handle. Paint as needed. Thirty-Cubic or Forty-Cubic yard heavy duty rectangular roll-off containers.	$500	$2,500	14
29.	3 (More or Less)	EA	Repair and replace door hinge chains, steel formed channel door frame and vertical operating latch handle. Paint as needed. Ten-Cubic and Twenty-Cubic yard heavy duty rectangular roll-off containers.	$500	$1,500	14
			TOTAL BID: Items 1 through 29	$ 438,325		

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

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES ✓ NO _____

☐ If you (the bidder) checked YES, the following will apply:

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

THIS BID IS SUBMITTED BY CAPROCK WASTE 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: CAPROCK WASTE
Address: P.O. BOX 2803
City: LUBBOCK State: TX Zip 79408

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 American		Other (Specify)

By Michael Giampietro Date: 3-31-14

Authorized Representative - must sign by hand

Officer Name and Title: MICHAEL GIAMPIETRO AREA MANAGER

Please Print

Business Telephone Number (806) 740-0414 FAX: (806) 771-3145

E-mail Address: michaelg@caprockwaste.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

SOLID WASTE SERVICES

SPECIFICATIONS FOR REFURBISHING SIDE LOADING

GENERAL SPECIFICATIONS:

It is the intent of the City of Lubbock, Texas, to secure bids for repairs/refurbishing maintenance of one-and-a-half cubic yard (1 ½); two (2) cubic yard, three (3) cubic yard and four (4) cubic yard Side Loading containers.

Each container must be re-stenciled on the front and inverted under right lift arm, (facing container) with glossy black spray lacquer with 3" high X 13/4" wide serial numbers. Serial numbers will be provided by the Solid Waste Services Department. Each serial number must include an R, the year of repair and a dash – before each serial number provided by the department. For example, **R14-(serial number provided by department)**.

In addition, the letters "Keep Lids Closed" must be stenciled on the front center (below lids) with glossy black spray lacquer with 3" high X 13/4" wide letters.

The contractor shall protect and save harmless the owner from all and every demand for damages, royalties or fees on any patented invention used by him/her in connection with the work done or materials furnished under this contract; provided, however, that if any patented materials, machinery, appliance or invention is clearly specified in this contract, then, and in the event, the cost of procuring the rights of use and legal release or indemnity determined and directed to be included in the bid price at the time the proposal is submitted.

Prices bid shall include delivery to 1631 84th Street, Lubbock, Texas or alternate delivery site as directed by the Solid Waste Services Department.

All containers shall be guaranteed for twelve (12) months after delivery against defective workmanship and materials.

All materials will be furnished by vendor.

Containers to be refurbished will be checked out to successful bidder by City serial number noting type of repairs to be completed and checked back in when completed. Vendor shall be paid on the number of completed containers for each category of repair. Successful bidder shall pick up containers to be repaired from 1631 84th Street or alternate pick up location, and return completed containers to Solid Waste Services Department Container Section at the same address. Containers will be loaded and unloaded by City of Lubbock personnel.

The number of containers to be refurbished weekly will be determined by Solid Waste Services Department and the determined number will be given to the bidder. At least $1/12^{th}$ or less, of the total number of dumpsters in the bid will be refurbished on a monthly basis.

The following are minimum specifications for the refurbish/repair work to be done:

1. STEEL

   All steel metal shall be hot-rolled commercial quality steel.

Container bottom, front, rear and sides when necessary, welded continuously on the interior: Side Loading - 12 gauge. Container lids welded continuously on the interior: Side Loading - 16 gauge.

Container bottom when necessary shall be hot rolled commercial quality steel.
Container bottom shall include two skids, which will be part of the sides: Side Loading - 12 gauge.
Bumper angle will be located in front of the lift arm and will be 2" x 3" x 1/4" x 20" long angle iron. The angle will wrap around the corner from the front of the container.

Welds shall be continuous on the interior and exterior of the container, except where stated to the contrary, and shall form a secure bond between metals. Puddling and splattering are unacceptable.

2. Polyethylene/Plastic Bottoms

When plastic bottoms are requested in lieu of steel bottom, container bottom shall be made of 3/16" high molecular weight polyethylene, seamless extending a minimum of ten (10) inches up the inside wall of the container. The City Of Lubbock will accept bottoms produced by Bryan Container Company, Bryan, TX (888.611.3333), or approved equal.

Dimensions of plastic bottoms from Brian Container Company are as follows:

2 cubic yard = 37 7/8 inches

3 cubic yard = 47 ½ inches

4 cubic yard = 47 ½ inches

Specifications for installing plastic bottoms from Bryan Container Company: After construction of metal box with cross members on the bottom, insert plastic bottom from top. To secure plastic bottom to metal container, either pop rivet or weld Z bars to side of container.

SEE ATTACHMENT A.

3. STEEL TUBULAR LID-STOPPER

Tubular lid-stopper shall be constructed of ¾ " round steel tubing. 16" long with two (2) 4" legs. Legs shall be welded to the steel portion of the container.

SEE EXAMPLE PICTURED IN ATTACHMENT B1.

4. LIDS

Lids shall be made in three (3) parts, with the rear lid to be constructed of 16 gauge hot-rolled steel for Side Loading containers and hinged with 3/4" pipe. Front lids shall be plastic, manufactured independent of each other and hinged to rear lid with 1/2" solid steel rod.

Rear lid shall be 15" X 60" constructed of 16 gauge hot-rolled steel for Side Loading containers. Color shall be sandalwood brown or similar color to match existing containers.

Front lids, 30" long X 29" wide shall be .250" thick and shall weigh seven (7) pounds and be composed of 100% recycled materials. Front edge of lid shall have two finger grips for added stiffening and convenience in opening the lid.

Front lid outside ears shall be slightly thicker to deter splitting of plastic lid. Front lid color shall be black, with the City of Lubbock logo and the letters, "Lubbock, Texas" embossed (molded) on each small lid.

Front lids must be designed with extra high ribs to provide structural strength, durability, and prevent sagging in hot weather. Front lid color and design must match the current lid used by the City of Lubbock.

Front lids must be guaranteed not to chalk, split or crack due to ultraviolet exposure for (3) three years from date of delivery.

When directed by Solid Waste Services, front lids may be requested as: 16 gauge hot-rolled commercial quality steel.

4a. MODIFICATIONS

For three (3) cubic yard and four (4) cubic yard Side Loading containers:
When directed by Solid Waste Services, the 16 gauge hot-rolled commercial quality steel front lids shall be modified by adding chutes constructed of 16 gauge hot-rolled steel.

Chute additions shall be painted light blue (sky blue or powder blue) to match current color used by City.

For thirty (30) cubic yard and forty (40) cubic yard Roll-Off container boxes:

When directed by Solid Waste Services, existing roll-off container boxes shall be modified by adding on top of roll-off container box, a 1/8" thick sheet metal cover. Cover shall be 21' 7.5" long x 95 ¾" wide x 17 " high. Cover supports shall be 2" x 1/8" thick tubing. Vertical supports shall be 65 ¼" apart on center. Sheet metal support shall be 24 ½" apart on center.

SEE EXAMPLES PICTURED IN ATTACHMENT B2.

5. CLEANING

All welds shall be cleaned to bright metals and shall be free of all foreign material, slag, rust, dirt, oil or other material which will show an unevenness after painting. Failure to do so shall be cause for rejection until deficiency is correct.

6. PAINTING

The interior and exterior of the containers shall be painted with a two (2) coat system consisting of a corrosion inhibitive fast drying primer followed by a high gloss acrylic enamel finish coat. Primer coat shall be a fast dry zinc chromate. The finish coat shall be a high gloss, quick drying,

acrylic enamel paint. Paint shall be clean and free from foreign material and shall be applied evenly without runs or sags.

For two (2 cubic yard, three (3) cubic yard and four (4) cubic yard Side Loading containers, the finish color shall be sandalwood brown or similar color to match existing containers.

When directed by Solid Waste Services, for three (3) cubic yard and four (4) cubic yard Side Loading containers, the finish color shall be light blue (sky blue or powder blue) or similar color to match existing recycling containers.

The above primer and paint shall be applied on the interior and exterior of the containers.

The containers must be cleaned of all foreign material, slag, rust, dirt, oil or other material before the primer and paint are applied to ensure adhesion of the primer and paint.

Paint shall be guaranteed for one (1) year against cracking, checking or loss of adhesion and appreciable color change or chalking of the finish coat of paint.

SEE ATTACHMENT C

7. SPECIFICATION VARIATIONS

Variations from these specifications WILL NOT BE ACCEPTABLE.

8. SHOP DRAWING

Bidder will furnish Shop Drawing depicting his proposal for refurbishing the different sizes of Side Loading containers.

Shop Drawing is to be submitted with bid.

9. CATEGORIES OF REPAIRS/REFURBISHING

A complete refurbish includes replacing, as needed, the front, back and both sides with 12 gauge steel as far up as needed to get the container back to reusable condition. A complete refurbish also consists of painting of the interior and exterior and putting new lids on the container.

Work to be performed by successful bidder shall include one or more of the following categories of repairs/refurbishing:

1. Complete repair/refurbishing of container – Steel bottom.

   Bottom and front and rear and sides: 12 gauge hot-rolled commercial quality steel for Side Loading containers, welded continuously on the exterior of the container.

Skids welded in place on existing containers:

Side Loading – 12 gauge.
Replacement of lids.
Paint will be applied according to specifications.

2. Complete repair/refurbishing of container – Plastic bottom.

Front, rear and sides: 12 gauge hot-rolled commercial quality steel for Side Loading containers, welded continuously on the exterior of the container.

Bottom: 3/16" high molecular weight polyethylene, seamless extending a minimum of ten (10) inches up the inside wall of the container.

Skids welded in place on existing containers:

Side Loading – 12 gauge.
Replacement of lids.
Paint will be applied according to specifications.

3. Repair, paint and replace lids.

- Plastic and metal lids will be replaced with new plastic lids.
- If metal lids are requested, repair of metal lids and/or the placement of metal lids: Side Loading - 16 gauge hot rolled.
- Paint will be applied according to specifications.

4. Painting of container only.
   - Paint will be applied according to specifications.

5. Repair and replace roll-off metal containers, hinges, locks and 12 gauge metal rail nose rollers, doors and steel roller shaft..

SEE EXAMPLES & DRAWING IN ATTACHMENTS D, E AND F.

See Attachment D for the preferred placement of reinforcing side plates.
See Attachment E for the preferred placement of bottom channels and chain attachment.
See Attachment F for container drawing.
See Attachment G for roll-off damage needing repair.
Sample containers may be seen by bidder at 1631 84th Street, Solid Waste Services Container Section.

10. QUANTITY OF CONTAINERS – MORE OR LESS

1. Complete repair/refurbishing of container – steel bottom and add tubular lid-stopper as needed:
   - Estimated 775 (More or Less) Side Loading (approx. 14 per week)
     - ⇒ 25 - 2 cubic yards
     - ⇒ 630 - 3 cubic yards
     - ⇒ 90 - 4 cubic yards

2. Complete repair/refurbishing of container – plastic bottom and add tubular lid-stopper as needed:
   - Estimated 775 (More or Less) Side Loading (approx. 14 per week)
     - ⇒ 25 - 2 cubic yards

⇒ 630 - 3 cubic yards
⇒ 90 - 4 cubic yards

3. Complete repair/refurbishing of container – steel bottom and plastic bottom, add steel tubular-stopper as needed:
   ⇒ 5 – 1 ½ cubic yards
   ⇒ 5 – 2 cubic yards
   ⇒ 25 - 3 cubic yards
   ⇒ 20 – 4 cubic yards

4. Repair, paint and replace lids with new plastic lids and add tubular lid-stopper as needed:
   - Estimated 30 (More or Less) Side Loading (as needed)
     ⇒ 5 – 1 ½ cubic yards
     ⇒ 5 - 2 cubic yards
     ⇒ 15 - 3 cubic yards
     ⇒ 10 - 4 cubic yards

4. Repair, paint and replace lids with new steel lids and add tubular lid-stopper as needed
   - Estimated 20 (More or Less) Side Loading (as needed)
     ⇒ 5 - 2 cubic yards
     ⇒ 8 - 3 cubic yards
     ⇒ 7 - 4 cubic yards

(includes replacement of damaged plastic or metal lids with new plastic lids; and replacement of damaged plastic or metal lids with new metal lids, as per direction of Solid Waste Services)

5. Painting of container only and add tubular lid-stopper as needed:
   - Estimated 115 (More or Less) Side Loading (approx. 2 per week)
     ⇒ 5 – 1 ½ cubic yards
     ⇒ 10 - 2 cubic yards
     ⇒ 75 - 3 cubic yards
     ⇒ 30 - 4 cubic yards

6. Modify three cubic yard and four cubic yard containers by adding metal chute and painting of chute and container.
   - Estimated 30 (More or Less) Side Loading (as needed)
     ⇒ 30 – 3 or 4 cubic yards

7. Modify thirty cubic yard roll-off container boxes by adding a cover to existing roll-off container.
   - Estimated 2 (More or Less) Metal Cover for Roll-off container box (as needed)

8. Repair and replace 8" diameter x 10" long at outside of both ends, rail nose rollers to be 8" long at front, steel rollers and steel roller shaft.
   - Estimated 3 (More or Less) 10 or 20 cubic yard roll-offs (as needed)
   - Estimated 5 (More or Less) 30 or 40 cubic yard roll-offs (as needed)

9. Repair and replace 12 gauge door sheet, 5" x 3 " x 10 " gauge formed channel door frame. Repair

and replace a minimum of three door hinges. Repair and replace vertical operating door latch/lock. Door release handle will operate in a vertical plane, with three lock points.

- Estimated 5 (More or Less) 30 or 40 cubic yard roll-offs (as needed)
- Estimated 3 (More or Less) 10 or 20 cubic yard roll-offs (as needed)

10. Repair and replace 12 gauge door sheet, 5" x 3 " x 10 " gauge formed channel door frame.

Repair and replace a minimum of three door hinges. Repair and replace vertical operating door latch/lock. Door release handle will operate in a vertical plane, with three lock points. Includes painting of container as needed.

- Estimated 5 (More or Less) 30 or 40 cubic yard roll-offs (as needed)
- Estimated 3 (More or Less) 10 or 20 cubic yard roll-offs (as needed)

11. QUALIFICATION OF BIDDER

Bidders must be able to demonstrate experience and successful completion of large-scale metal fabrication projects.

12. TERM OF CONTRACT

The terms of the bid will be for one year with the option to renew annually for four additional one year terms upon mutual written agreement of both parties.

At annual renewal, the rates may be adjusted upward or downward at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most effective for the specific contract for the previous 12-months. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

City of Lubbock, TX
Solid Waste
Bid Tabulation
April 24, 2014

ITB 14-11768-DG
Renovate and Refurbish Dumpsters

Item	U/M	Qty	Description/Vendor	Location	Unit Cost	Extended Cost
1	EA	25	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	$ 250	6,250
			Calco Metal Works	Lubbock, TX	262	6,547
2	EA	630	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	250	157,500
			Calco Metal Works	Lubbock, TX	316	198,797
3	EA	90	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	250	22,500
			Calco Metal Works	Lubbock, TX	316	28,400
4	EA	25	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	250	6,250
			Calco Metal Works	Lubbock, TX	262	6,539
5	EA	630	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	250	157,500
			Calco Metal Works	Lubbock, TX	280	176,526
6	EA	90	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	250	22,500
			Calco Metal Works	Lubbock, TX	280	25,218
7	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	350	1,750
			Calco Metal Works	Lubbock, TX	123	615
8	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	350	1,750
			Calco Metal Works	Lubbock, TX	137	687
9	EA	25	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	350	8,750
			Calco Metal Works	Lubbock, TX	137	3,437
10	EA	20	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	350	7,000
			Calco Metal Works	Lubbock, TX	130	2,593
11	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	175	875
			Calco Metal Works	Lubbock, TX	130	648

City of Lubbock, TX
Solid Waste
Bid Tabulation
April 24, 2014

12	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	175	875
			Calco Metal Works	Lubbock, TX	130	648
13	EA	15	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	175	2,625
			Calco Metal Works	Lubbock, TX	98	1,473
14	EA	10	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	175	1,750
			Calco Metal Works	Lubbock, TX	102	1,021
15	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	250	1,250
			Calco Metal Works	Lubbock, TX	102	511
16	EA	8	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	250	2,000
			Calco Metal Works	Lubbock, TX	65	524
17	EA	7	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	250	1,750
			Calco Metal Works	Lubbock, TX	135	944
18	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	125	625
			Calco Metal Works	Lubbock, TX	589	2,946
19	EA	10	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	125	1,250
			Calco Metal Works	Lubbock, TX	299	2,985
20	EA	75	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	125	9,375
			Calco Metal Works	Lubbock, TX	299	22,390
21	EA	30	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	125	3,750
			Calco Metal Works	Lubbock, TX	851	25,532
22	EA	30	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	275	8,250
			Calco Metal Works	Lubbock, TX	851	25,532
23	EA	2	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	500	1,000
			Calco Metal Works	Lubbock, TX	812	1,624

City of Lubbock, TX
Solid Waste
Bid Tabulation
April 24, 2014

24	EA	3	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	400	1,200
			Calco Metal Works	Lubbock, TX	759	2,278
25	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	400	2,000
			Calco Metal Works	Lubbock, TX	1,554	7,771
26	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	500	2,500
			Calco Metal Works	Lubbock, TX	1,645	8,225
27	EA	3	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	500	1,500
			Calco Metal Works	Lubbock, TX	1,645	4,935
28	EA	5	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	500	2,500
			Calco Metal Works	Lubbock, TX	1,845	9,225
29	EA	3	Two Cubic Yard Side Loading Steel Bottom			
			Caprock Waste	Lubbock, TX	500	1,500
			Calco Metal Works	Lubbock, TX	1,845	5,535
			All Or None			
			Caprock Waste	Lubbock, TX		$ 438,325
			Calco Metal Works	Lubbock, TX		$ 574,106

Regular City Council Meeting **5. 17.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31018899 with Scoggin-Dickey Chevrolet-Buick for a Cutaway Van and SUVs, ITB 14-11758-DT.

Item Summary

The items below are a part of the Light Duty items approved in the FY 2013-14 Budget. Four vendors who submitted bids and the lowest bid meeting specifications by item are listed below. The item numbers correspond to those shown on the bid tabulation.

Item 1: One Cutaway Van with solid bulkhead, Spec 1426 for Wastewater Collection. This replaces a 2008 model and will be used to inspect the City sewer system and assist to better identify problems in the system such as possible INI (infiltration/ex-filtration). It is also used to better locate, identify and mark problems in the sewer system for pipeline maintenance before excavation. The repair costs are over $7,000.

Item 2: One Mid-Size, 4x4 Sport Utility Vehicle, Spec 1610 for Water Conservation and Education. A new vehicle is needed for one of the new inspector positions approved in FY 2013-14 and will be used by the inspector to perform irrigation, backflow and CSI inspections. The vehicle will be used 75% to 80% in alleyways, and the inspector will do up to 20 inspections per day. The cargo space will carry expensive special tools used for inspecting backflow devices and some hand tools.

Item 3: One Special Services, 4x4 Sport Utility Vehicle, Spec 307-F for the Fire Department. This replaces a 2009 model sedan which is no longer needed within the department and will be used elsewhere within the City's fleet. The unit will be assigned to the Fire Communications Battalion Chief who is on call 24 hours a day, seven days a week. This position requires that person to be able to respond to Fire Dispatch or to the incident scene as quickly as possible in all types of weather. The position needs the larger space of the SUV to carry the gear needed by the Battalion Chief and the 4x4 for response to all weather related situations.

Bids were received from the following:

Randall Reed's Prestige Ford of Garland, TX
Scoggin-Dickey Chevrolet Buick, Inc. of Lubbock, TX
Gene Messer Chevrolet of Lubbock, TX
Caldwell Country Chevrolet of Caldwell, TX

A bid tabulation is provided.

The purchase order contract with Scoggin-Dickey Chevrolet Buick, Inc is for all three vehicles. Staff recommends bid award to Items 1, 2 and 3 to Scoggin-Dickey Chevrolet Buick, Inc. of Lubbock, TX for $98,863. Randall Reed's Prestige of Garland, Tx, altered the bid form. A bid ay be rejected if it shows alterations of form. Caldwell Country Cheverolete of Caldwell, Tx, did not submit the revised bid form issued by addendum.

Fiscal Impact

The vehicles are approved in the Adopted FY 2013-14 Master Lease Program and FY 2013-14 Water Operating Budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Mike Kemp, Fire Chief
R. Keith Smith, P.E., Director of Public Works

Attachments

Resolution & Contract - Scoggin Dickey Chevrolet Buick

Final Tab

Photo - Cutaway Van & SUVs

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. 31018899 for the purchase of Group 6-Cutaway Van and SUVs as per ITB 14-11758-DT, by and between the City of Lubbock and Scoggin Dickey Chevrolet Buick, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Scoggin Dickey-PurchaseOrd
April 9, 2014

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 04/08/2014
Order Number 31018899 000 OP
Branch/Plant 3526

TO: SCOGGIN-DICKEY CHEVY-BUICK INC
5901 SPUR 327
PO BOX 64910
LUBBOCK Texas 79464 4910

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 04/08/2014 Freight

Requested 04/08/2014 Taken By D.TORRES

Delivery PER M.TREVINO/REQ 43199 ITB 14-11758-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Cutaway Van, Solid Bulkhead	1.000	42,168.0000	EA	42,168.00	10/24/2014
Spec 1426					
Mid-Size Sport Utility Vehicle	1.000	25,490.0000	EA	25,490.00	07/24/2014
4x4, Spec 1610					
Sport Utility Special Service	1.000	31,205.0000	EA	31,205.00	10/24/2014
4x4, Spec 307-F					
				Total Order	
Terms NET DUE ON RECEIPT				98,863.00	

This purchase order encumbers funds in the amount of $98,863 awarded to Scoggin-Dickey Chevrolet of Lubbock, Texas on April 24, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11758-DT bid form dated February 20, 2014 from Scoggin–Dickey Chevrolet Buick of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

Bidder's Name: SCOGGIN-DICKEY CHEVROLET-BUICK
5901 SPUR 327
LUBBOCK, TX 79424

City of Lubbock, TX
Purchasing and Contract Management

BID FORM

In compliance with the **Invitation to Bid 14-11758-DT**, 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 14-11758-DT** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	Cutaway Van with Solid Bulkhead Spec 1426.	$ 42168	$ 42168	180 +/-
	Model Year, Brand Name and Model Number: 2015 Chevrolet CG33803					
2.	~~1~~ 2	Each	Mid-Size, Sport Utility Vehicle, 4-Door, 4X4, 6-Cylinder, Spec 1610.	25,490	~~50,980~~ 25,490	90 +/-
	Model Year, Brand Name and Model Number: 2014 Equinox All Wheel Drive 1LK26					
3.	1	Each	Sport Utility with Cargo Area, 4-Door, 4X4, Spec 307-F.	$ 31,205	$ 31,205	180 +/-
	Model Year, Brand Name and Model Number: 2015 Chevrolet CK10706					
				TOTAL	$ ~~124,353~~ $98,863	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****ARO – After Receipt of Order**

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

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

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

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES _____ NO X

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

THIS BID IS SUBMITTED BY _____ a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: SCOGGIN-DICKEY CHEVROLET-BUICK Address: 5901 SPUR 327

City: LUBBOCK, TX 79424 State: _____ Zip _____

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)	

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. P5126 (Franchised TX dealer)

By _____ Date: _____

Authorized Representative - must sign by hand

Officer Name and Title: David Zwicker

Please Print

Business Telephone Number: 798-4000 FAX: 798-4090

E-mail Address: mnorth@scoggindickey.com

City of Lubbock, TX
Fleet Services
Bid Tabulation
April 24, 2014

ITB 14-11758-DT
Group 6 - Cutaway Van and SUV's

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended
1	1	EA	Cutaway Van with Solid Bulkhead, Spec 1426			
			Randall Reed's Prestige Ford (Alternate Bid)	Garland, TX	40,300	NQAS
			Randall Reed's Prestige Ford	Garland, TX	41,960	NQAS
			Scoggin Dickey Chevrolet Buick	**Lubbock, TX**	**42,168**	**$ 42,168**
			Gene Messer Chevrolet (Alternate Bid)	Lubbock, TX	47,329	47,329
			Gene Messer Chevrolet	Lubbock, TX	47,729	47,729
2	1	EA	Mid-Size, Sport Utility Vehicle, 4-Door, 4x4, Spec 1610			
			Scoggin Dickey Chevrolet Buick	**Lubbock, TX**	**25,490**	**25,490**
			Gene Messer Chevrolet	Lubbock, TX	25,993	25,993
			Randall Reed's Prestige Ford	Garland, TX	26,600	NQAS
3	1	EA	Sport Utility Special Services Unit, 4x4, Spec 307-F			
			Randall Reed's Prestige Ford	Garland, TX	30,300	NQAS
			Scoggin Dickey Chevrolet Buick	**Lubbock, TX**	**31,205**	**31,205**
			Caldwell Country Chevrolet	Caldwell, TX	33,585	33,585

NQAS - Not Quoted as Specified

City of Lubbock, TX
Fleet Services
Bid Tabulation
April 24, 2014

ITB 14-11758-DT
Group 6 - Cutaway Van and SUV's

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended
1	1	EA	Cutaway Van with Solid Bulkhead, Spec 1426			
			Randall Reed's Prestige Ford	Garland, TX	$ 41,960	*NR
			Scoggin Dickey Chevrolet Buick	**Lubbock, TX**	**42,168**	**42,168**
			Gene Messer Chevrolet	Lubbock, TX	47,729	47,729
2	1	EA	Mid-Size, Sport Utility Vehicle, 4-Door, 4x4, Spec 1610			
			Scoggin Dickey Chevrolet Buick	**Lubbock, TX**	**25,490**	**25,490**
			Gene Messer Chevrolet	Lubbock, TX	25,993	25,993
			Randall Reed's Prestige Ford	Garland, TX	26,600	NQAS
3	1	EA	Sport Utility Special Services Unit, 4x4, Spec 307-F			
			Randall Reed's Prestige Ford	Garland, TX	30,300	* NQAS
			Scoggin Dickey Chevrolet Buick	**Lubbock, TX**	**31,205**	**31,205**
			Caldwell Country Chevrolet	Caldwell, TX	33,585	NR
			Item by Item			
			Gene Messer Chevrolet, Item 1 and 2	Lubbock, TX		$ 73,722
			Scoggin Dickey Chevrolet Buick, Item 1,2,3	**Lubbock, TX**		**98,863**

* NQAS - Not Quoted as Specified
* NR - Non-Responsive

City of Lubbock, TX
Fleet Services
Bid Tabulation
April 24, 2014

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended

Item 1 – 2014 Chevrolet 4500 Cutaway Van

Item 2 –2014 Chevrolet Equinox AWD

Item 3 – 2015 Chevrolet Tahoe 4x4

Regular City Council Meeting **5. 18.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Fleet Services: Consider the resolutions 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.

Item Summary

The items below are a part of the heavy duty equipment items approved in the FY 2013-14 Budget. Ten vendors submitted bids and the lowest bid meeting specifications by item are listed below. The item numbers correspond to those shown on the bid tabulation.

Item 1: One Crew Cab Truck with 6 Yard Dump Body, Spec 606 ST with Option 1 - Extended Warranty and Option 2 - Air Compressor for Public Works Streets. This 6 cubic yard dump body crew cab truck replaces a 19 year old dump truck with over 110,000 miles. The department will utilize the truck to carry personnel to and from job sites in a single vehicle, as well as the materials needed for the task, and allow the crew to haul off material from job sites when needed. The life to date repair cost for this unit total over $20,000.

Item 2: One Roll-Off Container Frame Assembly Mounted on Three Axle Truck Chassis, Spec 808-SW for Solid Waste Residential Collection. This roll-off truck will replace a 2005 Sterling model roll-off truck with over 147,000 miles. The roll-off truck shall be used to haul debris and refuse in 10, 20, 30 and 40 cubic yard rectangular metal roll-off containers or compactors used by City departments, i.e. Airport, Wastewater Treatment, Parks and Recreation, Cemetery, Civic Center, Warehouse, LP&L, Water department, and a select number of commercial customer accounts. Roll-off containers are also used at neighborhood cleanups and special city events. The life to date repair cost for this unit exceed $30,000.

Item 4: Three Left Hand Drive, Crew Cab and Chassis Trucks, Spec 6700 for Water Distribution and Maintenance. These three left hand drive, crew cab and chassis trucks will replace three 2007 International Crew Cab Flatbeds that all exceed 86,000 miles. The crew trucks are used to haul backhoes, equipment and other tools and materials along with a three-man crew to the job site. The life to date repair cost for these units exceed $70,000.

Item 5: One 60,000 lb. Cab and Chassis with 12 Yard Dump Body with Hydraulic Hoist, Spec 8710 for Park Maintenance. This truck will replace a 21 year old model. This truck is used by the Horticulture Division to haul dirt to plant trees. They also use it to move mulch to put around new trees and plants as needed. When cleaning up trees, Parks will use to run the chipper and haul off the grindings. The life to date repair cost of over $14,000 and the age of this unit make this a necessary replacement.

Item 6: One Compact Track Loader with Attachments, Spec 9112-TR with Option 1 - Trailer for Traffic Operations. This is a new item and an increase to fleet. This unit will be used to dig small holes, move dirt and break concrete where the backhoe is not able. Currently Traffic Operations coordinates with other departments for use of their equipment which causes delays and conflicts.

Item 7: One Loader, Pneumatic-Tired, Spec 9132; with Option 2A - Extended Warranty for Park Maintenance. This pneumatic-tired Loader replaces a 2000 Case model loader. This loader will be used by the Amenities Division of Park Maintenance to move and load dirt. It will be used on projects to level, grade and dress up areas such as around new concrete pours. The life to date repair cost for this unit exceed $20,000.

Item 8: One Motor Grader, Spec 9160 for Solid Waste Alley Maintenance. This motor grader will replace one that is over 24 years old and exceeds 10,000 hours. The motor grader is used by the Alley Maintenance department to maintain city unpaved streets and alleys. The life to date repair cost for this unit are close to $60,000.

Item 9: One Telehandler with Fully Enclosed Cab, Spec 9340-LAP for Wastewater Land Application. This Telehandler will replace a 1998 bi-directional loader/tractor that was built prior to the introduction of telehandlers with over 10,000 hours on it. The telehandler will be used to load several thousand round bales per year as well seed handling during planting. The life to date repair cost for this unit exceed $48,000.

Bids were received from the following:

Hurst Farm Supply, Lubbock, TX
Bruckner Truck Sales, Lubbock, TX
Warren CAT, Lubbock, TX
Kirby-Smith Machinery, Lubbock, TX
Rush Truck Center, Lubbock, TX
Associated Supply Company Inc., Lubbock, TX
ASCO Case Equipment, Lubbock, TX
Yellowhouse Machinery Co., Lubbock, TX
Cisco Equipment, Lubbock, TX
Lubbock Truck Sales, Lubbock, TX.

A bid tabulation is provided.

Staff recommends bid award to:

Items 1, 2, 4 and 5 to Lubbock Truck Sales of Lubbock, TX for $643,811

Item 6 to Associated Supply Company Inc. of Lubbock, TX for $74,000

Item 7 to Cisco Equipment of Lubbock, TX for $151,641

Items 8 and 9 to Warren CAT of Lubbock, TX for $339,735

Fiscal Impact

The vehicles are approved in the Adopted FY 2013-14 Master Lease Program and FY 2013-14 Water and Aviation Operating Budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager
R. Keith Smith, P.E., Director of Public Works
Kelly Campbell, Director of Aviation

Attachments

Resolution & Contract - Lubbock Truck Sales

Resolution & Contract - Associated Supply Company, Inc

Resolution & Contract - Cisco Equipment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31018900 for the purchase of Group 7-Heavy Duty Equipment as per ITB 14-11787-DT, by and between the City of Lubbock and Lubbock Truck Sales, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Lubbock Truck Sales-PurchaseOrd
April 9, 2014

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 04/09/2014
Order Number 31018900 000 OP
Branch/Plant 3526

TO: LUBBOCK TRUCK SALES INC
1801 E SLATON HWY
LUBBOCK Texas 79404

SHIP TO: CITY OF LUBBOCK
324 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 04/08/2014 Freight .
Requested 04/08/2014 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 43246 ITB 14-11787-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Truck Crew Cab 6 Yard Dump Spec 606 ST	1.000	97,498.0000	EA	97,498.00	09/24/2014
Option 1 and 2	1.000	15,936.0000	EA	15,936.00	09/24/2014
Roll-Off Container Frame Assem	1.000	151,710.0000	EA	151,710.00	08/24/2014
Truck Chassis, Spec 808-SW					
Truck, Left Hand Drive, Crew	3.000	93,360.0000	EA	280,080.00	07/24/2014
Cab and Chassis, Spec 6700					
Cab and Chassis with 12-yard	1.000	98,587.0000	EA	98,587.00	08/24/2014
Dump Body, Spec 8710					

Total Order

Terms NET 30 643,811.00

This purchase order encumbers funds in the amount of $643,811 awarded to Lubbock Truck Sales Inc., Lubbock, Texas on April 24, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11787-DT bid form dated March 6, 2014 from Lubbock Truck Sales Inc. of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bidder's Name: LUBBOCK TRUCK SALES

City of Lubbock, TX
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11787-DT**, 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 14-11787-DT** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	Truck Crew Cab with 6 Yard Dump Body, Spec 606 ST	$ 97,498.00	$ ~~97,498.00~~	150
	Model Year, Brand Name and Model Number: 2015 FREIGHTLINER M2106 Option 1 and 2 $ 15,936				$ 113,434	
2.	1	Each	Roll-Off Container Frame Assembly Mounted on a Three-Axle Truck Chassis, Spec 808-SW	$ 157,710.00	$ 151,710.00	120
	Model Year, Brand Name and Model Number: 2015 FREIGHTLINER 114SD					
3.	1	Each	Towable Air Compressor, Spec 935-TR	$ NO BID	$	
	Model Year, Brand Name and Model Number:					
4.	3	Each	Truck, Left Hand Drive, Single Rear Drive Axle, Diesel-Powered, Crew Cab and Chassis, 38,000-Pound GVWR, Spec 6700	$ 93,360.00	$ 280,080.00	90
	Model Year, Brand Name and Model Number: 2015 FREIGHTLINER 108SD					
5.	1	Each	60,000 lb Cab and Chassis with one 12-yard Dump Body with Hydraulic Hoist to be installed upon the cab/chassis unit, Spec 8710.	$ 98,587.00	$ 98,587.00	120
	Model Year, Brand Name and Model Number: 2015 FREIGHTLINER M2106					
6.	1	Each	Compact Track Loader, 99.2 Horsepower with Attachment, Spec 9112-TR	$ NO BID	$	
	Model Year, Brand Name and Model Number:					

Bidder's Name: Lubbock Truck Sales

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
7.	1	Each	Loader, Pneumatic-Tired, 3.5 Cubic Yard, Spec 9132	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
8.	1	Each	Motor Grader, Spec 9160	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
9.	1	Each	120 HP Telehandler with Fully Enclosed Cab, Spec 9340-LAP.	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
10.	1	Each	Utility Tractor, 4x2, Turbo-Charged Diesel, Spec 9620.	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
				TOTAL	$ 643,811	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****ARO – After Receipt of Order**

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 10 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES X NO _____

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

THIS BID IS SUBMITTED BY LUBBOCK TRUCK SALES 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: LUBBOCK TRUCK SALES INC. Address: 1801 E. SLATON HWY

City: LUBBOCK State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 2/28/14 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. P15961 (Franchised TX dealer)

By _____ Date: 3/6/14

Authorized Representative - must sign by hand

Officer Name and Title: MIKE IDEN SALES

Please Print

Business Telephone Number: 806-748-1529 FAX: 806-748-1240

E-mail Address: MIDEN@LUBBOCKTRUCKSALES.COM

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. 31018905 for the purchase of Group 7-Heavy Duty Equipment as per ITB 14-11787-DT, by and between the City of Lubbock and Associated Supply Company, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Associated Supply-PurchaseOrd
April 9, 2014

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 04/09/2014
Order Number 31018905 000 OP
Branch/Plant 3526

TO: ASSOCIATED SUPPLY COMPANY INC
2102 E SLATON ROAD
LUBBOCK Texas 79452

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 04/08/2014 Freight
Requested 04/08/2014 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 42907 ITB 14-11787-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Compact Track Loader with	1.000	64,000.0000	EA	64,000.00	08/24/2014
Attachments, Spec 9112-TR					
Option 1 - Trailer	1.000	10,000.0000	EA	10,000.00	08/24/2014
			Total Order		
Terms NET DUE ON RECEIPT				74,000.00	

This purchase order encumbers funds in the amount of $74,000 awarded to Associated Supply Company Inc., Lubbock, Texas on April 24, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11787-DT bid form dated March 14, 2014 from Associated Supply Company Inc. of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Associated Supply Company Inc.

Bidder's Name: ASCO

City of Lubbock, TX
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11787-DT**, 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 14-11787-DT** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	Truck Crew Cab with 6 Yard Dump Body, Spec 606 ST	$ No Bid	$ No Bid	N/A
	Model Year, Brand Name and Model Number:					
2.	1	Each	Roll-Off Container Frame Assembly Mounted on a Three-Axle Truck Chassis, Spec 808-SW	$ No Bid	$ No Bid	N/A
	Model Year, Brand Name and Model Number:					
~~3.~~	~~1~~	~~Each~~	~~Towable Air Compressor, Spec 935-TR~~	~~$ 14,389.00~~	~~$ 14,389.00~~	~~30~~
	~~Model Year, Brand Name and Model Number:~~ 2014, Kaeser, M50					
4.	3	Each	Truck, Left Hand Drive, Single Rear Drive Axle, Diesel-Powered, Crew Cab and Chassis, 38,000-Pound GVWR, Spec 6700	$ No Bid	$ No Bid	N/A
	Model Year, Brand Name and Model Number:					
5.	1	Each	60,000 lb Cab and Chassis with one 12-yard Dump Body with Hydraulic Hoist to be installed upon the cab/chassis unit, Spec 8710.	$ No Bid	$ No Bid	N/A
	Model Year, Brand Name and Model Number:					
6.	1	Each	Compact Track Loader, 99.2 Horsepower with Attachment, Spec 9112-TR	$ 64,000.00	$ 74,000.00 ~~$ 64,000~~	90 - 120
	Option 1 - Trailer $10,000 Model Year, Brand Name and Model Number: 2014, Bobcat, T870					

Associated Supply Company Inc.

Bidder's Name: ASCO

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
~~7.~~	~~1~~	~~Each~~	~~Loader, Pneumatic-Tired, 3.5 Cubic Yard, Spec 9132~~	$ ~~187,450.00~~	$ ~~189,450.00~~	~~90-120~~
	~~Model Year, Brand Name and Model Number:~~ 2014, Volvo, L90G					
~~8.~~	~~1~~	~~Each~~	~~Motor Grader, Spec 9160~~	$ ~~228,000.00~~	$ ~~228,000.00~~	~~90-120~~
	~~Model Year, Brand Name and Model Number:~~ 2014, Volvo, G930B					
~~9.~~	~~1~~	~~Each~~	~~120 HP Telehandler with Fully Enclosed Cab, Spec 9340-LAP.~~	$ ~~119,995.00~~	$ ~~119,995.00~~	~~60~~
	~~Model Year, Brand Name and Model Number:~~ 2014, JCB 541-70					
~~10.~~	~~1~~	~~Each~~	~~Utility Tractor, 4x2, Turbo-Charged Diesel, Spec 9620.~~	$ ~~NO Bid~~	$ ~~NO Bid~~	~~N/A~~
	Model Year, Brand Name and Model Number:					
				TOTAL	$ 74,000 $ 613,834.00	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****ARO – After Receipt of Order**

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___%, net _____ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number

of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES X NO _____

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

THIS BID IS SUBMITTED BY Associated Supply Company (ASCO) 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: _____ Address: 2102 East Slaton Rd.

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 America		Other (Specify)

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

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By Chase Key Date: 3/19/14

Authorized Representative - must sign by hand

Officer Name and Title: Chase Key Sales Manager

Please Print

Business Telephone Number: 806-745-2000 FAX: 806-748-1268

E-mail Address: CKey@ascoeq.com

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. 31018901 for the purchase of Group 7-Heavy Duty Equipment as per ITB 14-11787-DT, by and between the City of Lubbock and Cisco Equipment, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Cisco Equip-PurchaseOrd
April 9, 2014

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 04/08/2014
Order Number 31018901 000 OP
Branch/Plant 3526

TO: CISCO EQUIPMENT
520 S.E. LOOP 338
ODESSA Texas 79762

SHIP TO: CITY OF LUBBOCK
324 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 04/08/2014 Freight .
Requested 04/08/2014 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 43246 ITB 14-11787-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Loader, Pneumatic-Tired	1.000	141,694.0000	EA	141,694.00	06/24/2014
Spec 9132					
Extended Warranty	1.000	9,947.0000	EA	9,947.00	06/24/2014
			Total Order		
Terms NET DUE ON RECEIPT				151,641.00	

This purchase order encumbers funds in the amount of $151,641 awarded to Cisco Equipment of Lubbock, Texas on April 24, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11787-DT bid form dated March 14, 2014 from Cisco Equipment of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bidder's Name: Cisco Equipment

City of Lubbock, TX
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11787-DT**, 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 14-11787-DT** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	Truck Crew Cab with 6 Yard Dump Body, Spec 606 ST	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
2.	1	Each	Roll-Off Container Frame Assembly Mounted on a Three-Axle Truck Chassis, Spec 808-SW	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
3.	1	Each	Towable Air Compressor, Spec 935-TR	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
4.	3	Each	Truck, Left Hand Drive, Single Rear Drive Axle, Diesel-Powered, Crew Cab and Chassis, 38,000-Pound GVWR, Spec 6700	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
5.	1	Each	60,000 lb Cab and Chassis with one 12-yard Dump Body with Hydraulic Hoist to be installed upon the cab/chassis unit, Spec 8710.	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
6.	1	Each	Compact Track Loader, 99.2 Horsepower with Attachment, Spec 9112-TR	$ No Bid	$	
	Model Year, Brand Name and Model Number:					

Bidder's Name: Cisco Equipment

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
7.	1	Each	Loader, Pneumatic-Tired, 3.5 Cubic Yard, Spec 9132	$141,693.92	~~$141,693.92~~ $151,641	10-14 Days
	Model Year, Brand Name and Model Number: Option 2A - Extended Warranty $9,947					
8.	1	Each	Motor Grader, Spec 9160	$ No Bid	$	
	Model Year, Brand Name and Model Number:					
~~9.~~	~~1~~	~~Each~~	120 HP Telehandler with Fully Enclosed Cab, Spec 9340-LAP.	~~$93,618.00~~	~~$93,618.00~~	~~90 Days~~
	Model Year, Brand Name and Model Number:					
~~10.~~	~~1~~	~~Each~~	Utility Tractor, 4x2, Turbo-Charged Diesel, Spec 9620.	~~$46,029.00~~	~~$46,029.00~~	~~45 Days~~
	Model Year, Brand Name and Model Number:					
				TOTAL	$151,641 ~~$281,340.92~~	

*PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed **ARO – After Receipt of Order

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___%, net _____ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number

of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES ✓ NO _____

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

THIS BID IS SUBMITTED BY Cisco Equipment 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: Cisco Equipment Address: 2707 E. Slaton Hwy

City: Lubbock State: TX Zip 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. 2 Date 3-5-14 Addenda No. _____ Date _____

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

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

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

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By Bradley Sibert Date: 3-14-14

Authorized Representative - must sign by hand

Officer Name and Title: Bradley Sibert General Manager

Please Print

Business Telephone Number: 806-745-9595 FAX: 806-745-9596

E-mail Address: bsibert@ciscoeq.com

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. 31018902 for the purchase of Group 7-Heavy Duty Equipment as per ITB 14-11787-DT, by and between the City of Lubbock and Warren CAT, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Warren CAT-PurchaseOrd
April 9, 2014

City of Lubbock TEXAS PURCHASE ORDER

Page - 1
Date - 04/09/2014
Order Number 31018902 000 OP
Branch/Plant 3526

TO: WARREN CAT
702 E SLATON ROAD
LUBBOCK Texas 79404

SHIP TO: CITY OF LUBBOCK
324 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 04/08/2014 Freight
Requested 04/08/2014 Taken By D.TORRES
Delivery PER M.TREVINO/REQ 43246 ITB 14-11787-DT

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Motor Grader, Spec 9160	1.000	230,800.0000	EA	230,800.00	09/24/2014
Option 3A - Extended Warranty	1.000	7,100.0000	EA	7,100.00	09/24/2014
Telehandler with Enclosed Cab	1.000	85,975.0000	EA	85,975.00	09/24/2014
Spec 9340-LAP					
Option 1 - Attachments	1.000	15,860.0000	EA	15,860.00	09/24/2014
				Total Order	
Terms NET 10 EOM				339,735.00	

This purchase order encumbers funds in the amount of $339,735 awarded to Warren CAT, Lubbock, Texas on April 24, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11787-DT bid form dated March 3, 2014 from Warren CAT of Lubbock, Texas. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bidder's Name: WARREN CAT
- Koley Schaffner -

City of Lubbock, TX
Purchasing and Contract Management
BID FORM

In compliance with the **Invitation to Bid 14-11787-DT**, 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 14-11787-DT** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	1	Each	Truck Crew Cab with 6 Yard Dump Body, Spec 606 ST	$ NO BID	$ NO BID	N/A
	Model Year, Brand Name and Model Number: —					
2.	1	Each	Roll-Off Container Frame Assembly Mounted on a Three-Axle Truck Chassis, Spec 808-SW	$ NO BID	$ NO BID	N/A
	Model Year, Brand Name and Model Number: —					
~~3.~~	~~1~~	~~Each~~	~~Towable Air Compressor, Spec 935-TR~~	$ 17,400.00	$ 17,400.00	~~45~~
	~~Model Year, Brand Name and Model Number:~~ 2014 / SULLAIR 185-CFM					
4.	3	Each	Truck, Left Hand Drive, Single Rear Drive Axle, Diesel-Powered, Crew Cab and Chassis, 38,000-Pound GVWR, Spec 6700	$ NO BID	$ NO BID	N/A
	Model Year, Brand Name and Model Number: —					
5.	1	Each	60,000 lb Cab and Chassis with one 12-yard Dump Body with Hydraulic Hoist to be installed upon the cab/chassis unit, Spec 8710.	$ NO BID	$ NO BID	N/A
	Model Year, Brand Name and Model Number: —					
~~6.~~	~~1~~	~~Each~~	~~Compact Track Loader, 99.2 Horsepower with Attachment, Spec 9112-TR~~	~~$ 84,500.00~~	~~$ 84,500.00~~	~~180~~
	~~Model Year, Brand Name and Model Number:~~ 2014 / CATERPILLAR / 299D					

Bidder's Name: WARREN CAT
- Kolet Schaffner -

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
~~7.~~	1	Each	~~Loader, Pneumatic-Tired, 3.5 Cubic Yard, Spec 9132~~	~~$ 202,250.00~~	~~$202,250.00~~	~~120~~
	~~Model Year, Brand Name and Model Number: 2014 / CATERPILLAR / 933K~~					
8.	1	Each	Motor Grader, Spec 9160	$ 230,800.00	~~$230,800.00~~ $237,900	120
	Option 3A Extended Warranty $7,100 Model Year, Brand Name and Model Number: 2014 / CATERPILLAR / 120M2					
9.	1	Each	120 HP Telehandler with Fully Enclosed Cab, Spec 9340-LAP.	$ 85,915.00	~~$ 85,915.00~~ $ 101,835	120
	Option 1 Attachments $15,860 Model Year, Brand Name and Model Number: 2014 / CATERPILLAR / TH407C					
10.	1	Each	Utility Tractor, 4x2, Turbo-Charged Diesel, Spec 9620.	$ NO BID	$ NO BID	N/A
	Model Year, Brand Name and Model Number: —					
				TOTAL	$ 339,735	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed** ****ARO – After Receipt of Order**

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of — %, net N/A calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number

of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

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

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES_____ NO ✓

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

THIS BID IS SUBMITTED BY WARREN CAT 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: WARREN CAT Address: 102 Slaton Rd East

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 America		Other (Specify)

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

1. Name 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 WARREN CAT and Franchise Dealer's License No. PSD87X

General Distinguishing No._____ (Franchised TX dealer)

By Koley Schaffner Date: 3-5-14

Authorized Representative - must sign by hand

Officer Name and Title: Koley Schaffner - Sales Representative

Please Print

Business Telephone Number: 806-148-3716 FAX: 806-145-2812

E-mail Address: Koley.schaffner@warrencat.com

Item 1 – Spec 606ST Crew Cab with 6 Yard Dump Body

Item 2 – Spec 808-SW – Roll-Off on Three-axle Cab and Chassis

Item 3 – Spec 935-TR – Towable Air Compressor

Item 4 – Spec 6700 – Crew Cab and Chassis

Item 6 – Spec 9112-TR – Compact Track Loader

Item 7 – Spec 9132 – Loader

Item 8 – Spec 9160 – Motor Grader

Item 9 – Spec 9340 – Telehandler

Item 10 – Spec 9620 – Utility Tractor

City of Lubbock Texas
Fleet Services
Bid Tabulation
April 24, 2014

ITB 14-11787-DT
Group 7 - Heavy Duty Equipment

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended
1	1	EA	Truck Crew Cab with 6 Yard Dump Body, Spec 606 ST			
			Lubbock Truck Sales	**Lubbock, TX**	**$ 97,498**	**$ 97,498**
	Option	1 & 2	Extended Warranty and Air Compressor			
			Lubbock Truck Sales	**Lubbock, TX**	**15,936**	**15,936**
2	1	EA	Roll-Off Container Frame Assembly Mounted, Spec 808-SW			
			Lubbock Truck Sales	**Lubbock, TX**	**151,710**	**151,710**
			Rush Truck Center	Lubbock, TX	157,300	157,300
			Bruckner Truck Sales	Lubbock, TX	175,905	175,905
3	1	EA	Towable Air Compressor, Spec 935-TR			No Bids
4	3	EA	Truck, Left Hand Drive, Crew Cab and Chassis, Spec 6700			
			Lubbock Truck Sales	**Lubbock, TX**	**93,360**	**280,080**
5	1	EA	Cab and Chassis with 12 Yard Dump Body with Hoist, Spec 8710			
			Lubbock Truck Sales	**Lubbock, TX**	**98,587**	**98,587**
			Rush Truck Center	Lubbock, TX	110,300	110,300
6	1	EA	Compact Track Loader with Attachment, Spec 9112-TR with Trailer			
			Associated Supply Company Inc.	**Lubbock, TX**	**74,000**	**74,000**
			Yellowhouse Machinery Co.	Lubbock, TX	10,950	10,950
			ASCO Equipment	Lubbock, TX	10,600	10,600
			Warren CAT	Lubbock, TX	10,055	10,055
7	1	EA	Loader, Pneumatic-Tired, Spec 9132 with Extended Warranty			
			Cisco Equipment	**Lubbock, TX**	**151,641**	**151,641**
			ASCO Equipment	Lubbock, TX	180,220	180,220
			Yellowhouse Machinery Co.	Lubbock, TX	191,040	191,040
			Kirby-Smith Machinery	Lubbock, TX	204,420	204,420
			Associated Supply Company, Inc.	Lubbock, TX	204,450	204,450
			Warren CAT	Lubbock, TX	241,750	241,750
8	1	EA	Motor Grader, Spec 9160 With Extended Warranty			
			Warren CAT	**Lubbock, TX**	**237,900**	**237,900**
			Associated Supply Company, Inc	Lubbock, TX	249,517	249,517
			Yellowhouse Machinery Co.	Lubbock, TX	276,807	276,807
9	1	EA	Telehandler with Fully Enclosed Cab, Spec 9340-LAP with Attachments Forklift, Bucket, Auger, Bale Spike			
			Yellowhouse Machinery Co.	Lubbock	83,882	NQAS*
			Cisco Equipment	Lubbock, TX	99,904	NQAS
			Warren CAT	**Lubbock, TX**	**101,835**	**101,835**
			Associated Supply Company, Inc	Lubbock, TX	135,103	135,103
			Item by Item			
			Associated Supply Company, Inc - Item 6	Lubbock, TX		$ 74,000
			Cisco Equipment - Item 7	Lubbock, TX		151,641
			Warren CAT - Item 8 & 9	Lubbock, TX		339,735
			Lubbock Truck Sales - Items 1, 2, 4 & 5	Lubbock, TX		643,811

*NQAS - Not Quoted As Specified

Regular City Council Meeting **5. 19.**

Meeting Date: 04/24/2014

Information

Agenda Item

Resolution - Aviation: Consider a resolution 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.

Item Summary

Ports-to-Plains Trade Corridor Coalition has leased 874 square feet of office space on the second floor of the airport terminal since April 2004. The current agreement expires April 30, 2014. The renewal agreement has a term beginning May 1, 2014 for three years with two one-year option periods to extend.

The current rental rate is $11.39 per square foot per year and is subject to an annual Consumer Price Index adjustment.

Fiscal Impact

The lease renewal will allow the airport to continue receiving $9,954.86 in annual revenue paid at $829.57 each month.

Staff/Board Recommending

Kelly Campbell, Interim Director of Aviation
Airport Advisory Board

Attachments

Resolution & Agreement - Ports-to-Plains

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 Ports-to-Plains Trade Corridor Coalition, 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, Interim Director of Aviation

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.Lease Agrmt-Ports to Plains
March 17, 2014

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

LEASE AGREEMENT

This LEASE AGREEMENT, hereinafter referred to as the "Agreement" or "Lease," is entered into at Lubbock, Texas, by and between the **CITY OF LUBBOCK** (referred to herein as Lessor) and **PORTS-TO-PLAINS TRADE CORRIDOR COALITION [501(c)(6) Corporation]** (referred to herein as Lessee).

WITNESSETH:

WHEREAS, Lessor owns, controls and operates the Lubbock Preston Smith International Airport (referred to herein as Airport), situated at Lubbock, Lubbock County, Texas, and has the authority to grant certain rights and privileges with respect thereto, including those hereinafter set forth: and

WHEREAS, Lessor 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

WHEREAS, Lessee intends to utilize the office space herein for non-profit business purpose*s*; and

WHEREAS, Lessee desires to lease certain office space of the Airport from which to conduct its business;

NOW THEREFORE, for and in consideration of the mutual promises, covenants, terms and conditions, both general and special, as hereinafter set forth, Lessor 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

1.01 LEASED PREMISES

Lessor does hereby lease unto Lessee the premises described and being:

Office Space (874 sq. ft.) located on the second floor of the terminal building as shown on Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as "leased premises" or "premises").

1.02 PURPOSE AND PRIVILEGES

Lessee shall use the leased premises solely for non-profit business purposes. 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.

1.03 PUBLIC BENEFIT

If Lessee is authorized by this Lease to conduct business of any nature on the Airport, Lessee agrees to operate the leased premises for the use and benefit of the public and further agrees:

A. To use reasonable efforts to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport;

B. To furnish said services on a fair, equal and not unjustly discriminatory basis to all users thereof; and

C. If applicable, to charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the Lessee may make reasonable nondiscriminatory discounts, rebates or other similar types of price reductions for volume purchases.

ARTICLE TWO

TERM

2.01 **TERM**. The term of this Agreement shall be for a period of three (3) years, commencing on **May 1, 2014**, and ending on **April 30, 2017**.

Lessee may extend this Agreement for two (2) additional one (1) year periods, with Director of Aviation's approval. Request for extension must be in writing thirty (30) days prior to the expiration date of the original term or expiration of the first one (1) year option whichever applies.

2.02 **HOLDOVER**. 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.

If Lessee holds over and continues in possession of the premises after the lease term (or any extension thereof) expires, Lessee shall be considered to be occupying the premises on an at will tenancy, subject to all terms of this Lease.

ARTICLE THREE

RENTALS AND FEES

3.01 **RENTAL**. In consideration of the rights and privileges herein granted, Lessee shall pay to the Lessor the following rentals and fees:

Office Space Rental: 874 square feet @ $11.39 per square foot per year. The annual rental being **NINE THOUSAND NINE HUNDRED FIFTY-FOUR AND 86/100 DOLLARS ($9,954.86)**, which shall be payable, in equal monthly installments of **EIGHT HUNDRED TWENTY-NINE AND 57/100 DOLLARS ($829.57)** per month.

3.02 **COPY CHARGES**. Lessee shall pay $.10 per copy for use of Airport Administrations copier.

3.03 **CONSUMER PRICE INDEX**. The parties hereto mutually agree that during the initial term of this Agreement, and during any renewal period, except as otherwise might be set out in this Agreement, the rental rates for the office space will be adjusted upward or

downward for each ensuing calendar year beginning January 1, 2015, in direct proportion to the fluctuation in the U. S. Department of Labor, Bureau of Labor Statistics Consumer Prince Index (CPI) for All Urban Consumers. Any adjustment to the rental rates resulting from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding twelve (12) months.

3.04 **PAYMENTS**. All rental payments are due and payable on or before the **15th day** of each month this Agreement is in effect and shall be made at the office of the Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403. Lessee shall pay Lessor a late payment charge of five percent (5%) of the total amount of rentals payable if payment of such rentals is not made when due.

3.05 **DEFAULT FOR FAILURE TO PAY RENTALS OR FEES**. If Lessee fails to pay any rent due and owing to Lessor hereunder within fifteen (15) days of the due date, the Lessor's Director of Aviation shall provide written notice to the Lessee. Thereafter, if the rent remains unpaid for more than fifteen (15) days after such notice is received, Lessor may exercise its rights under Article Seven of this Agreement.

ARTICLE FOUR

RIGHTS RESERVED TO LESSOR

The following rights are reserved unto Lessor, and Lessee agrees that all rights, powers and privileges granted under this Lease shall be subordinated to Lessor's rights as hereinafter stated:

4.01 **AIRPORT SAFETY**. Lessor 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 Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.02 **MAINTENANCE OF PUBLIC AREA**. Lessor reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all

publicly-owned facilities of the Airport. Lessee will perform no maintenance activities outside the leased premises without the consent of the Lessor's Director of Aviation.

4.03 **STANDARDS**. Lessor reserves the right to establish reasonable standards for the construction, maintenance, alterations, repairs, additions or improvements of Lessee's facilities. This includes structural design, color, materials used, and maintenance of Lessee's leased premises.

4.04 **TIME OF EMERGENCY**. In the event of a war or national emergency, the Lessor 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.

4.05 **DEVELOPMENT OF AIRPORT**. Lessee agrees that Lessor has the right to further develop or improve the Airport as Lessor sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance therefrom.

4.06 **SPONSOR'S ASSURANCE SUBORDINATION**. This Agreement shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States concerning the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. Should the effect of such agreement with the United States be to take any of the property under lease or otherwise diminish the commercial value of this Lease, the Lessor shall not be held liable therefor.

The Lessor covenants and agrees that it will during the term of this Agreement operate and maintain the Airport as a public facility consistent with and pursuant to the Assurances given by the Lessor to the United States Government under federal law.

ARTICLE FIVE

RIGHTS & LIMITATIONS OF LESSEE

5.01 **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.

5.02 **WAGES**. To the extent that it is applicable, Lessee shall comply with Ch. 2258, Tex. Govt. Code.

5.03 **LESSEE'S DUTY TO REPAIR**. Any property of the Lessor or any property for which the Lessor may be responsible, which is damaged or destroyed incident to the exercise of the privileges herein granted, other than normal wear and tear anticipated as a part of the Lease Agreement, which damage or destruction is occasioned by the negligence of Lessee, its employees, agents, servants, patrons or invitees, shall be properly repaired or replaced by the Lessee to the satisfaction of the Lessor's Director of Aviation, or in lieu of such repair or replacement, Lessee shall, if so required by the Director of Aviation, pay Lessor money in any amount reasonable to compensate Lessor for the loss sustained or expense incurred by the Lessor as a result of the loss of, damage to, or destruction of such property. Lessee is only obligated to under the section to the extent such repairs are not covered by the Lessor's insurance policy on the premises.

5.04 **WARRANTY OF NO SOLICITATION**. Lessee warrants that it has not employed any person employed by the Lessor to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage or contingent fee.

ARTICLE SIX

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 shall be cause for immediate termination of this Agreement by Lessor.

6.01 **RULES AND REGULATIONS**. Lessor reserves the right to issue through its 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 servants will obey all rules and regulations which may be promulgated from time to time by the Lessor or its authorized agents at the Airport, or by other lawful authority, to ensure the safe and orderly conduct of operations and traffic on the Airport.

Lessee shall pay for all licenses, permits, clearances, rights-of-way and other matters necessary to conduct business. Lessee shall pay all fees, taxes and charges assessed under State, local or Federal statutes or ordinances insofar as they are applicable.

6.02 **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 Lessor's 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 that title to the additions or improvements so made shall vest in the Lessee, title thereto shall at all times remain in Lessor, 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 Lessor 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 Lessor upon termination of this Agreement, provided however, that any trade fixtures installed by Lessee may be removed by Lessee at its expense.

6.03 **ADVERTISING**. The Lessee will erect no outdoor advertising or identification signs and will distribute no advertising on the Airport without the prior written consent of the Lessor's Director of Aviation. Said consent will not be unreasonably withheld. However, such prior written consent shall not be required for advertising placed by Lessee with any other party having the right to sell, rent or offer Airport terminal advertising space.

6.04 **LIENS PROHIBITED**. The Lessee shall not bind or attempt to bind the Lessor for payment of any money in connection with the construction, installations, alterations, additions or repairs on the leased premises or any Lessee's equipment or facilities located on the leased premises, and Lessee shall not permit any mechanic's, materialsman's or contractor's liens to arise against the leased premises or any improvements thereon, or any equipment, machinery or fixtures thereon belonging to the Lessor, and Lessee expressly agrees that it will keep and save the premises and the Lessor harmless from all costs and damages resulting from any liens of any character created or that may be asserted through any act or thing done by Lessee.

In the event that, as a result of Lessee's actions, any mechanic's lien or other lien or order for payment shall be filed against the leased premises or improvements thereon, or against Lessor-owned property located thereon during the initial term hereof, or during any subsequent extension, Lessee shall defend on behalf of the Lessor, at Lessee's sole cost and expense, any action, suite or proceeding which may be brought thereon or for the enforcement of such lien or order. Failure of the Lessee to comply with any requirement of this section after having received fifteen days written notice thereof shall be cause for termination of this Agreement by the Lessor.

6.05 **INSPECTION OF LEASED PREMISES**. Lessee agrees that the leased premises will be kept reasonably clean and free of all debris and other waste matter. Lessor, acting by and through the Director of Aviation or other designated representative, shall have the right to conduct inspections of the leased premises at all reasonable times to ensure that fire, safety and sanitation regulations and other provisions contained in this Lease are being adhered to by the Lessee.

6.06 **CUSTODIAL AND MAINTENANCE SERVICES**. The Lessee shall, at its own cost and expense, maintain the leased premises, in a safe, clean, and presentable condition reasonably free of trash and debris and consistent with good business practices. Lessee shall repair all damages to said leased premises caused by its employees, patrons or business operations thereon; shall perform all maintenance and repair to the interior. The Lessor shall, at its own cost and expense, maintain the roof, foundation and structural floors and slabs, and load bearing walls, and utility connections to the point of

disconnect. Lessor shall not, however, be responsible for repair to the extent that insurance coverage will provide payment.

Upon written notice by Lessor to Lessee, Lessee shall be required to perform whatever reasonable maintenance Lessor deems necessary. If said maintenance is not undertaken by Lessee within twenty (20) days after receipt of written notice, Lessor shall have the right to enter upon the leased premises and perform the necessary maintenance, the cost of which shall be borne by Lessee. Lessee shall not, in any case, be required to pay for cost of mitigation, abatement or removal of asbestos not installed by Lessee.

6.07 **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 the leased premises.

6.08 **TAXES, FEES, ASSESSMENTS AND LICENSE**. The Lessee agrees to pay promptly when due all federal, state and local government taxes, license fees and occupation taxes levied on either the leased premises or on the business conducted on the leased premises or on any of Lessee's property used in connection therewith, except as provided herein.

Taxation may be subject to legal protest in accordance with the provisions of the taxing authority whose levy is questioned. Any protest is at the sole expense of Lessee. Delinquency in payment of such obligations after any protest has been settled shall, at the option of the Lessor, be cause for immediate termination of this Lease.

6.09 **INSURANCE**. Lessee shall carry and maintain insurance at all times that 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 Lessor, against claims of general liability resulting from Lessee's business activities at the Airport.

General Liability Insurance – The amount of insurance coverage shall not be less than **FIVE HUNDRED THOUSAND AND NO/100 DOLLARS ($500,000.00)** for Combined Single Limit General Liability and Fire Legal Liability Insurance.

The above-mentioned policy shall include a waiver of subrogation. Certificates of insurance or other satisfactory evidence of insurance shall be filed with the Lessor's Director of Aviation. The General Liability policy shall name the Lessor as an additional insured, require the insurer to notify the Director of Aviation of any alteration, renewal or

cancellation, and remain in full force and effect until at least ten (10) days after such notice of alteration, renewal or cancellation is received by the Director of Aviation.

6.10 **INDEMNIFICATION.** The Lessee shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the Lessor shall in no way be responsible therefor. Lessee shall indemnify and hold harmless, to the fullest extent permitted by law, Lessor, and Lessor'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 negligence of Lessee contemplated hereunder. Lessee further covenants and agrees to defend any suits or administrative proceedings brought against Lessor and/or Lessor's respective officers, employees, elected officials and/or agents on account of any claim for which it is obligated to indemnify Lessor, and to pay or discharge the full amount or obligation of any such claim incurred by, accruing to, or imposed on Lessor, or Lessor's respective officers, employees, elected officials and/or agents, as applicable, resulting from any such suits, claims, and/or administrative proceedings or any matters resulting from the settlement or resolution of said suits, claims, and or administrative proceedings. In addition, Lessee shall pay to Lessor, Lessor's respective officers, employees, elected officials and/or agents, as applicable, all attorneys' 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 Lessor 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's and consultant's fees, court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against Lessor 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 caused by Lessee or its agents at the Airport; or

4. Any violation by Lessee of any Environmental Laws that affects the Airport.

6.11 **NON-DISCRIMINATION PRACTICES**. Lessee, its agents and employees will not discriminate against any person or class of persons by reason of age, sex, race, color, 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 Lessor 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, color, handicap, religion or national origin.

6.12 **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 Lessor's Director of Aviation. No such assignment or subletting shall affect Lessee's obligations to make all required rental payments hereunder.

6.13 **EXCLUSIVITY**. Lessee's right to conduct business at the Airport shall be nonexclusive.

6.14 **WAIVER**. The failure of Lessor 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 Lessor 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 Lessor to cancel this Agreement for such failure.

6.15 **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 that the property herein leased shall remain the sole property of Lessor. Lessor grants Lessee a leasehold interest by and through this Agreement.

6.16 **STORED CONTENTS**. Lessee agrees to limit the storage of any and all materials to the leased premises.

ARTICLE SEVEN

TERMINATION

This Agreement shall terminate at the end of the full term hereof and Lessee shall have no further right or interest in the premises hereby demised, except as provided herein.

This Agreement is subject to termination for the reasons set forth below, provided that thirty (30) days written notice is given to the non-terminating party. Rental due hereunder shall be payable only to the effective date of said termination.

7.01 **LESSEE'S RIGHT TO TERMINATE**. The Lease shall be subject to cancellation by Lessee upon the occurrence of any one or more of the following events:

A. The permanent abandonment of the Airport as an air terminal.

B. The lawful assumption by the United States Government, or any authorized agency thereof, of the operation, control or use of the Airport or any substantial part or parts thereof, in such a manner that substantially restricts Lessee for a period of at least ninety (90) days from operating thereon.

C. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Airport for a period of ninety (90) days.

D. The default of the Lessor in the performance of any covenant or agreement herein required to be performed by the Lessor, and the failure of the Lessor to remedy such default for a period of sixty (60) days after written notice from the Lessee to remedy the same.

7.02 **LESSOR'S RIGHT TO TERMINATE**. The Lease shall be subject to cancellation by Lessor upon the occurrence of any one or more of the following events:

A. If the Lessee shall file a voluntary petition of bankruptcy; or if proceedings in bankruptcy shall be instituted against Lessee and Lessee is thereafter adjudicated as bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of Lessee and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a receiver for Lessee's assets is appointed; or if Lessee shall be divested of its rights, powers and privileges under this Agreement by other operation of law.

B. The abandonment by Lessee of the premises at the Airport for a period of thirty (30) days or more.

C. The failure by Lessee to pay any rentals or other charges hereunder after notice as specified above.

D. If default by Lessee in the performance of any covenant or agreement herein required to be performed by Lessee and the failure of Lessee to remedy such default for a period of sixty (60) days after receipt from the Lessor's Director of Aviation of written notice to remedy the same.

E. The Lessee's breach of any provision contained in Article Five, of this Lease.

F. If the Lessee shall fail to abide by all applicable laws, ordinances and rules and regulations of the United States, State of Texas, City of Lubbock and Lessor's Director of Aviation.

If any of the aforesaid events occur, Lessor's agents may enter upon the leased premises and take immediate possession of the same and remove Lessee's effects. Upon said entry, this Lease shall terminate, and any rental due hereunder shall be payable to said date of termination.

It is agreed that failure to declare this Lease terminated upon the default of Lessee for any of the reasons set forth above shall not be construed as a waiver of any of the Lessor's rights hereunder or otherwise bar or preclude Lessor from declaring

this Lease cancelled as a result of any subsequent violation of any of the terms or conditions of this Lease.

7.03 **REPLACEMENT AFTER DAMAGE**. In the event the leased premises are damaged by fire or other accidental cause during the initial term of this Lease so as to become totally or partially untenantable, Lessor shall have the option to restore the premises to their former condition. If Lessor elects to exercise the option to restore the premises, Lessor shall give Lessee notice in writing of its election within thirty (30) days of the occurrence of such damage. If the Lessor elects to restore the premises, the Lessor shall proceed with due diligence and there shall be an abatement of the rent until repairs have been made for the time and to the extent for which the premises, or part thereof, have been untenable. Lessee may terminate the Lease Agreement if the premises is not restored to its former condition within (90) days of commencing the replacement and restoration efforts. Should Lessor not exercise the option to restore the leased premises, the lease of such untenable portion of the premises shall cease and terminate, effective on the date of damage by fire or other accidental cause.

7.04 **PROPERTY PERMANENTLY AFFIXED TO PREMISES**. Any property belonging to Lessee which becomes permanently attached to the leased premises (except trade fixtures) shall become the property of the Lessor upon termination of this Agreement, whether upon expiration of the initial term, any extension thereof, or earlier under any provision of this Lease.

7.05 **VACATION OF LEASE AND OWNERSHIP OF FIXTURES**. Within thirty (30) days after expiration or termination of this Agreement, as herein provided, Lessee shall remove any furniture, machinery, equipment, chattels, goods, and other personal property owned or placed by Lessee, in, under, or on the premises, or acquired by Lessee, whether before or during the Lease term and shall restore the Leased Premises to the condition in which they were received, reasonable wear and tear excepted. However, Lessee's right to remove its property is subject to the condition that Lessee has paid in full all amounts due and owed to Lessor under this Agreement. If Lessee shall fail or neglect to remove said property within thirty (30) days after expiration or termination of this Agreement, then at

the option of Lessor, said property shall either become the property of Lessor without compensation therefor, or the Director of Aviation of Lessor may cause such property to be removed at the expense of Lessee, and no claim for damages against the Lessor, or its officers, agents or employees shall be created or made on account of such removal and restoration.

In the event Lessor terminates this Agreement for cause, as contained herein, or if Lessee discontinues its business on the Leased Premises at any time prior to expiration of the term, or the expiration of any subsequent extension, Lessor shall retain ownership of Lessee's property to the extent of the rentals due for the remainder of the term or extension if paid at the rate paid for the month prior to termination.

7.06 **SURRENDER OF LEASED PREMISES**. The Lessee covenants and agrees that at the expiration of the initial term of this Lease, or any extension, or upon earlier termination as provided elsewhere in this Agreement, Lessee will quit and surrender the leased premises and the improvements in good state and condition, reasonable wear and tear excepted, and the Lessor shall have the right to take possession of the leased premises and the improvements, subject to the limitations expressed in Article Seven, of this Lease, with or without process of law.

ARTICLE EIGHT

MISCELLANEOUS PROVISIONS

8.01 **NOTICES**. Notices to the Lessor 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 **Ports-to-Plains Trade Corridor Coalition, 5401 N. MLK Blvd., Unit 395, Lubbock, Texas 79403.**

8.02 **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.

8.03 **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.

8.04 **ATTORNEY'S FEES**. Should Lessor 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.

8.05 **PRIOR AGREEMENTS**. Both parties hereby agree that this instrument constitutes the final Agreement of 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.

8.06 **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.

8.07 **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.

EXECUTED this _____ day of _____, 2014.

LESSOR:

CITY OF LUBBOCK

BY: _____

Glen C. Robertson, Mayor

LESSEE:

PORTS-TO-PLAINS TRADE CORRIDOR COALITION

BY: Michael Reeves

Printed Name: Michael Reeves

Title: President

DATE: April 1, 2014

ATTEST:

_____

Rebecca Garza, City Secretary's Office

APPROVED AS TO CONTENT:

Kelly Campbell

Kelly Campbell, Interim Director of Aviation

APPROVED AS TO FORM:

Chad Weaver

Chad Weaver, Assistant City Attorney

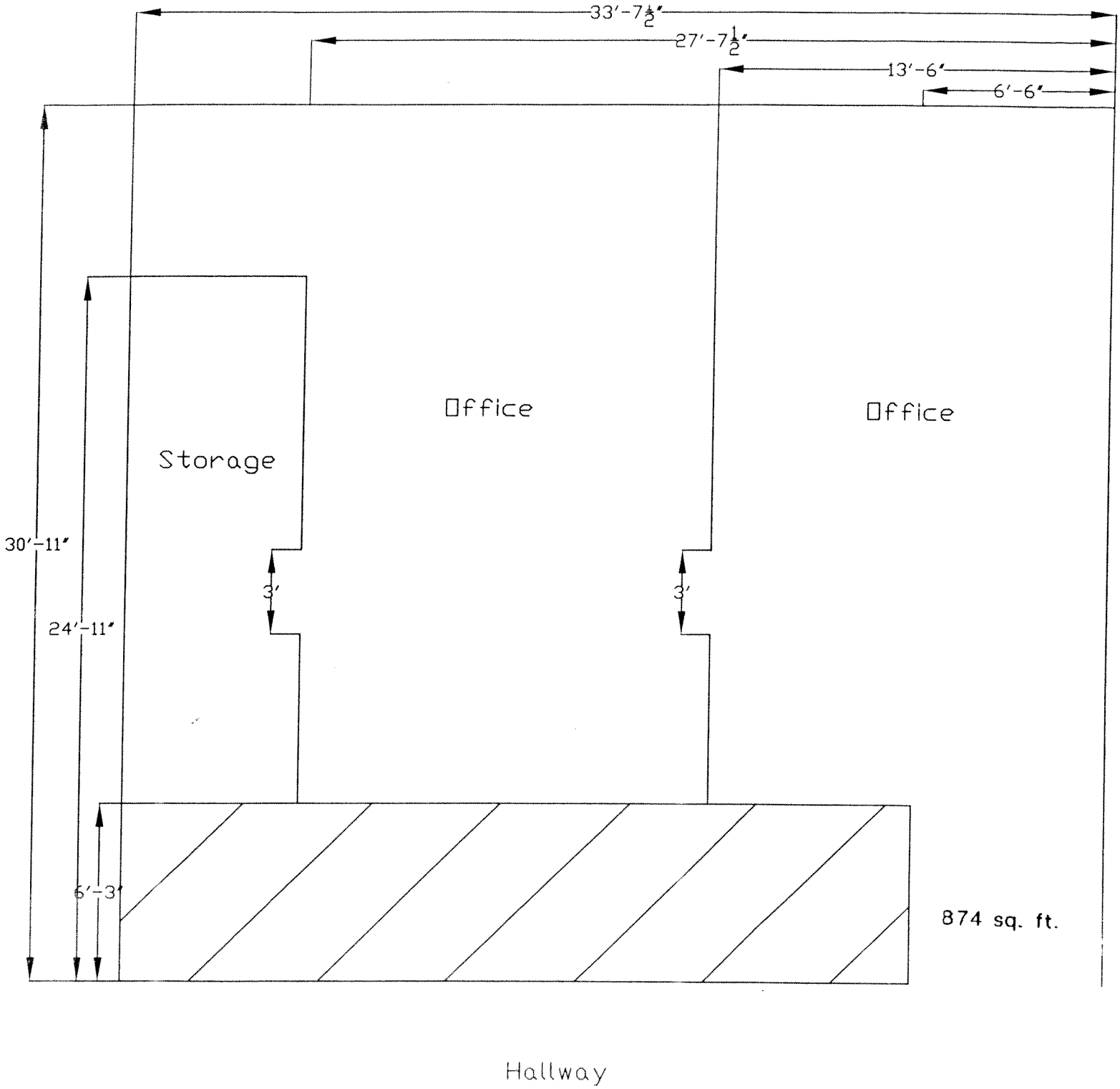

33′-7½″
27′-7½″
13′-6″
6′-6″
Office
Office
Storage
30′-11″
3′
3′
24′-11″
6′-3″
874 sq. ft.
Hallway

EXHIBIT A

Regular City Council Meeting **5. 20.**

Meeting Date: 04/24/2014

Information

Agenda Item

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

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Quincy White, Deputy City Manager

Attachments

Resolution - Kiromic

RESOLUTION

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

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

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

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

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Quincy White, Deputy City Manager

APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/RES.LEDA Expenditure-Kiromic, LLC
April 8, 2014

LEDA Project
Presented to City Council
April 2014

Project Lightning Bolt,

Project Lightning Bolt, Kiromic LLC, is a company consisting of a group of oncologists from the Texas Tech University Health Science Center that have developed a diagnostic kit for early stage cancer detection. Kiromic exists to create a robust diagnostic and therapeutic program for solid tumors and hematologic malignancies based on its portfolio of patented cancer-associated biomarkers and small molecules. Kiromic aims to develop clinical diagnostic tools for rapid detection of cancer-associated antigens, which may translate into earlier diagnosis and accurate monitoring of response to cancer treatments. Their cancer-associated biomarkers also allow for the design and development of personalized, cancer-specific targeted immunotherapy strategies that may improve patient outcomes and result in less suffering and longer survival times. Kiromic possesses the scientific and clinical expertise to achieve rapid and cost-effective development of its products. The Company pursues a clear pathway towards commercialization by validating and adding value to its portfolio in the shortest time possible through successful completion of Phase I and Phase II clinical studies. Kiromic also endeavors to establish strong partnerships with private investors and leaders in the bio-technology and pharmaceutical industry as demand for resources to advance clinical development and global commercialization becomes greater. Kiromic will be creating 13 jobs in this phase of their business. They intend to generate cash flow from the sale of this kit now while continuing the research which will lead to the eventual treatment of patients in a second phase of their business. It was recommended and approved to grant Kiromic $60,000 to offset the cost of clean-lab space for their project .

- This employment creates an additional 10 indirect (suppliers/support operations) and induced jobs (retail/entertainment/hospitality) for a total of 23 jobs.
- Annual economic impacts of the business once fully operational on the Lubbock County include a total earnings impact* of $623,000 and a total value added impact (change in Lubbock County's Gross Regional Product) of $855,000.
- The present value of net benefits** to the City of Lubbock over 10 years (fiscal) is $33,309.
- The present value of net benefits to all taxing districts over 10 years (fiscal) is $50,620.

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

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

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

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

Meeting Date: 04/24/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for 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.

Item Summary

General comments:
The request is to change an area of 4 acres from R-1 single family to GO.

Adjacent land uses:
To the north and east is currently developing as single family lots in the Oakmont subdivision. The property to the south is partially developed GO with a light commercial district to the west.

Comprehensive Land Use Plan (CLUP):
The request is a minor change to the CLUP.

Zoning Policy:
Corresponding with the minor change to the CLUP, the request is consistent with the zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact to the thoroughfare system.

Recommendations:
On April 3, 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 3047-K

Zone Case 3047-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. 3047-K;** A ZONING CHANGE FROM **R-1** TO **GO** ZONING DISTRICT ON **3.937 ACRES OF UNPLATTED LAND OUT OF BLOCK, E-2, SECTON 23,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3047-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 **R-1** to **GO** zoning district on **3.937**

acres of unplatted land out of Block E-2, Section 23, City of Lubbock, Lubbock County, Texas, located at **north of 122nd Street and east of Slide Road.**

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

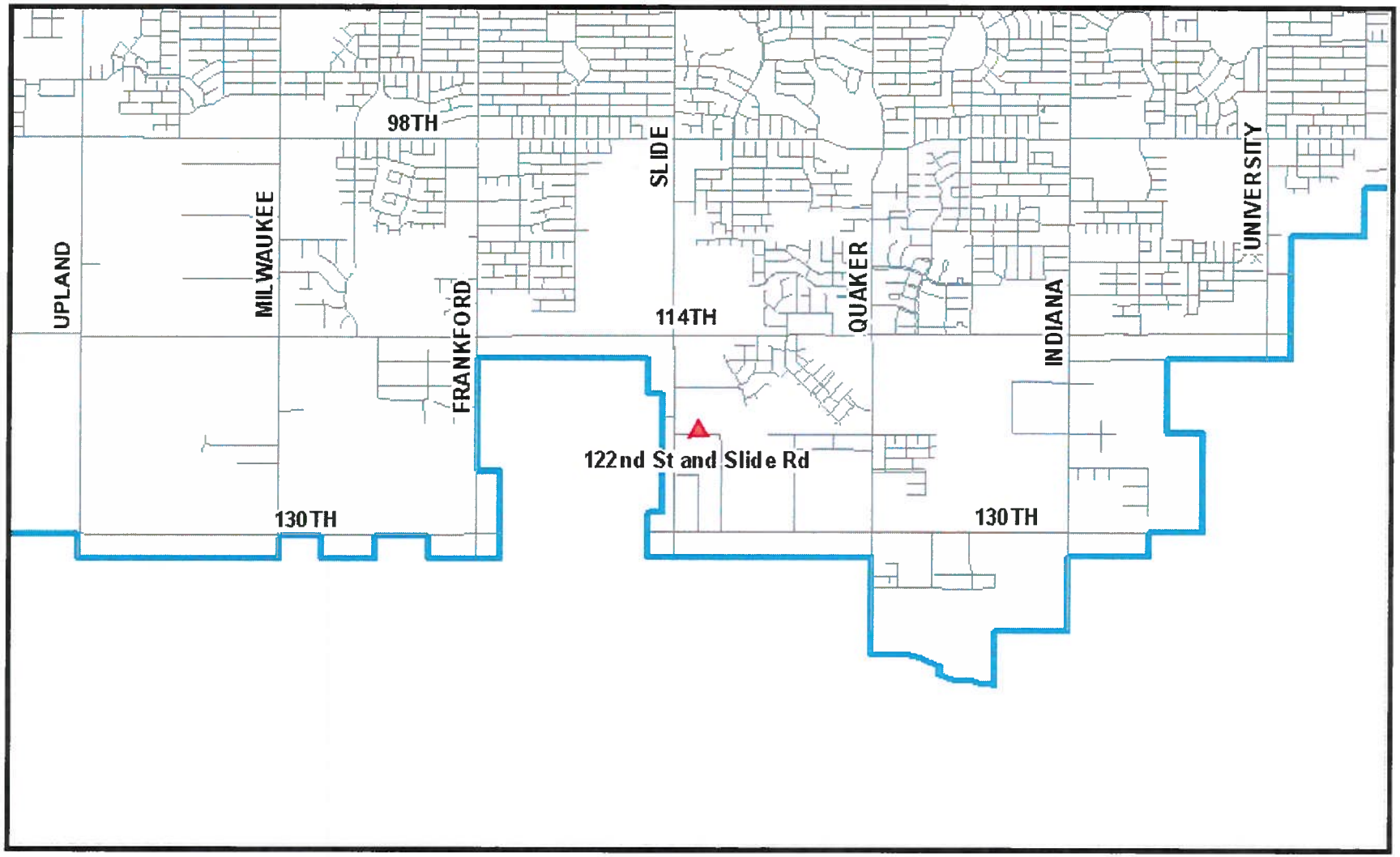
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

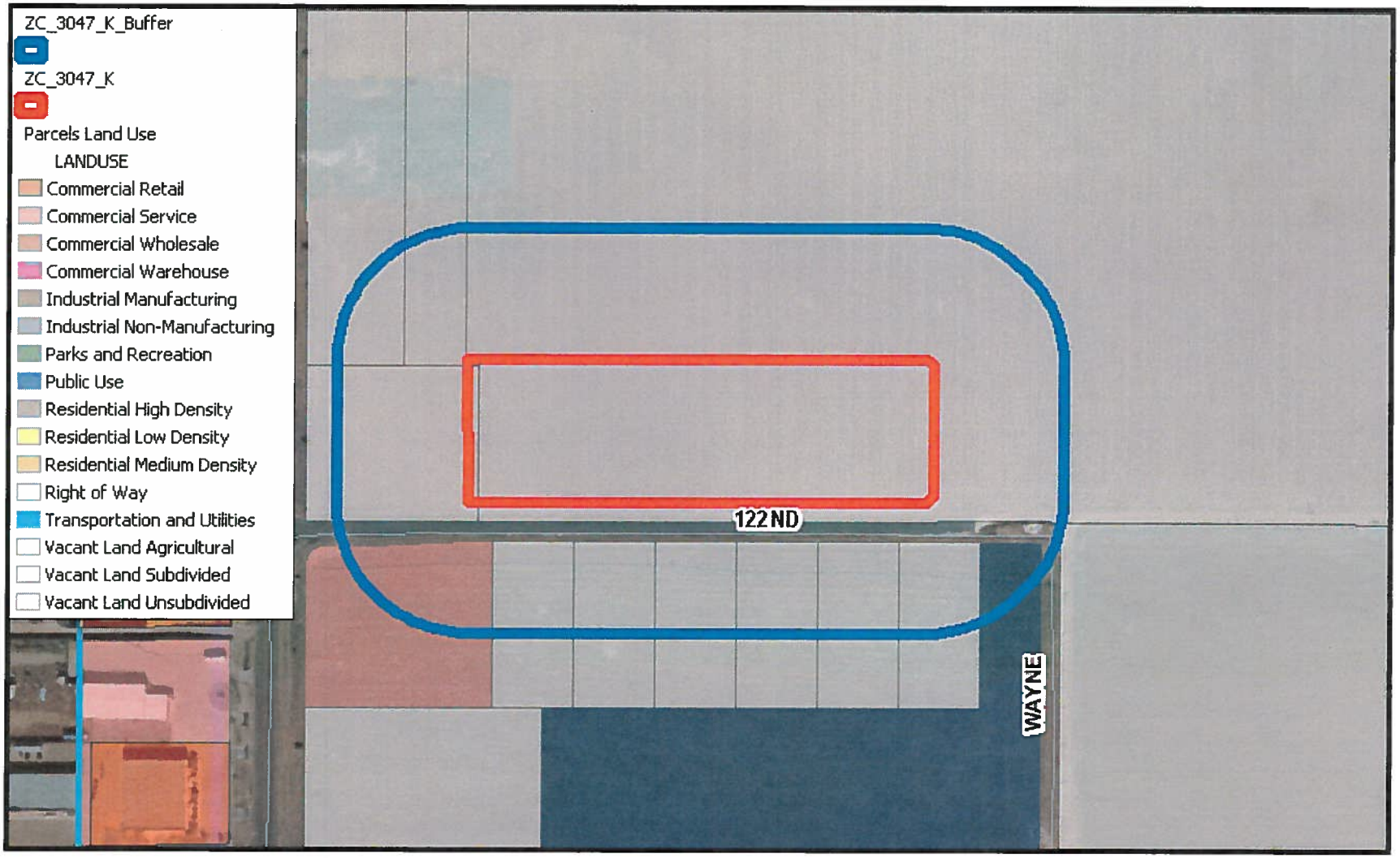
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3047-K
April 3, 2014

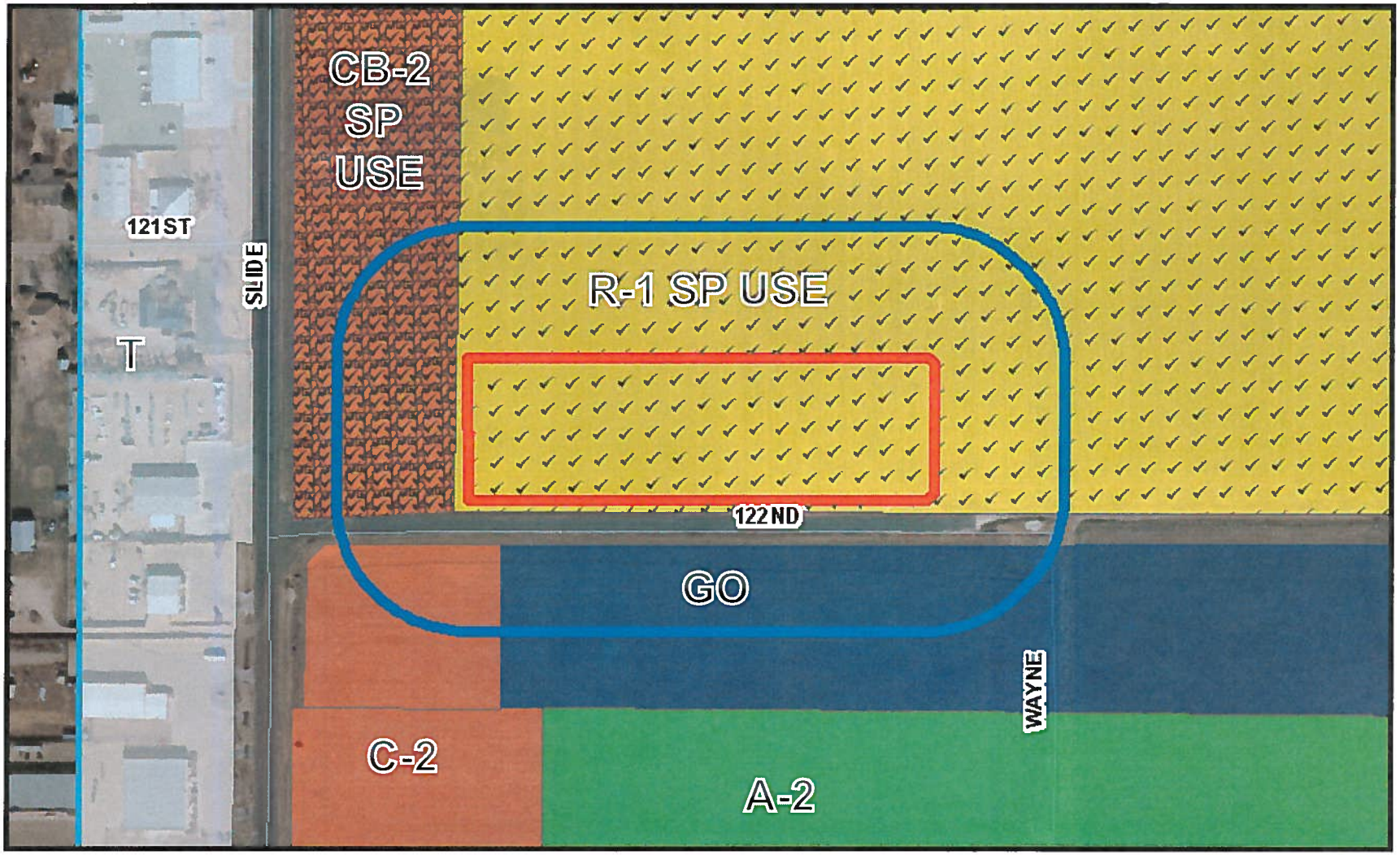


P.Z.C. Case 3047-K



P.Z.C. Case 3047-K

Continued request of AMD Engineering, LLC (for Oakmont Estates Investments of Lubbock, LLC) for a zoning change from R-1 to GO, north of 122nd Street and east of Slide Road



P.Z.C. Case 3047-K Zoning

APPLICATION FOR ZONE CHANGE

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

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

For **OAKMONT ESTATES INVESTMENTS OF LUBBOCK, LLC**
PO Box 64446
Street/Post Office Box
Lubbock TX 79464
City State Zip
(806) 789-7909
Telephone

Location or Address: North Side of 122nd Street, East of Slide Road (Garden Office)

Legal Description:* See Attached Metes and Bounds Description

Existing Land Use: Ag Use **Existing Zoning:** R1

Acreage or Square Footage of Property: 3.937 acres

Zoning Requested: Garden Office

Proposed Development: Garden Office

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

Applicant's Signature

February 10, 2014
Date

Filing Fee: $484 Pd CK 4026 rc. 168310
($475.00 for the first acre; $3.00 for each additional acre)

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

For City Use Only

M+B Map 41

Zone Case No.: 3047-K **Agenda No.:** 10

Request for zoning change from: R-1 **To:** GO

on 3.937 acres of unplatted land out of Block E-2 Section 23

on Lot(s) — , **Block(s)** — ,

— **Addition** **(Address:** North of 122nd St and east of Slide Rd. **).**

SR

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-K**

In Favor of V

Opposed ___

Reasons and/or Comments:

RECEIVED
FEB 25 REC'D
PLANNING DEPARTMENT

Print Name William Jewell Davis

Signature: William Jewell Davis

Address: ___

Address of Property Owned: Oakmont Estates

Zone Case Number: **3047-K** 93864
OAKMONT ESTATES INV OF LU
PO BOX 64446

LUBBOCK TX 79464

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-K***

In Favor of ___

Opposed ___

RECEIVED
MAR 24 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Will Allow for Highest & Best Use of Land

Print Name WILLIAM JEWEL DAVIS

Signature: William Jewel Davis

Address: OAKMONT ESTATES

Address of Property Owned: P.O. BOX 64446
Lubbock, TX. 79464

Zone Case Number: **3047-K** 93864
OAKMONT ESTATES INV OF LU
PO BOX 64446

LUBBOCK TX 79464

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

Meeting Date: 04/24/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for 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.

Item Summary

General comments:
The request is to allow for reduced setbacks that were not included from the previous zone case.

Adjacent land uses:
N: (T) vacant land
S: (R-1) vacant land
E: (R-1) residential
W: (R-1) vacant land

Comprehensive Land Use Plan (CLUP):
The request is in line with the CLUP.

Zoning Policy:
Standard R-1 (single family) zoning requires a ten feet side setback on corner lots and five feet rear setback for side facing garages. The reduced setbacks have become common among new developments in this area.

Effect on the adjacent street and thoroughfare system:
There should be little negative effect on the thoroughfare system as the lots were platted with the intention of single family structures to be built.

Recommendations:
On April 3, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. Rear setback for detached, side facing garages will be 18 inches.
2. Corner lots will have a five foot side setback.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3047-L;** 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,** 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. 3047-L

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** Specific Use to **R-1** Specific Use for **garden homes and reduced setbacks** on **1.187 acres of unplatted land out of Block E-2, Section 23,** City of Lubbock, Lubbock County, Texas, located at **south of 114th Street and east of Vicksburg 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 rear setback for detached, side facing garages shall be 18 inches**

2. **THAT corner lots shall have a five foot side setback.**

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 **south of 114th Street and east of Vicksburg 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

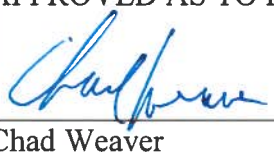
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

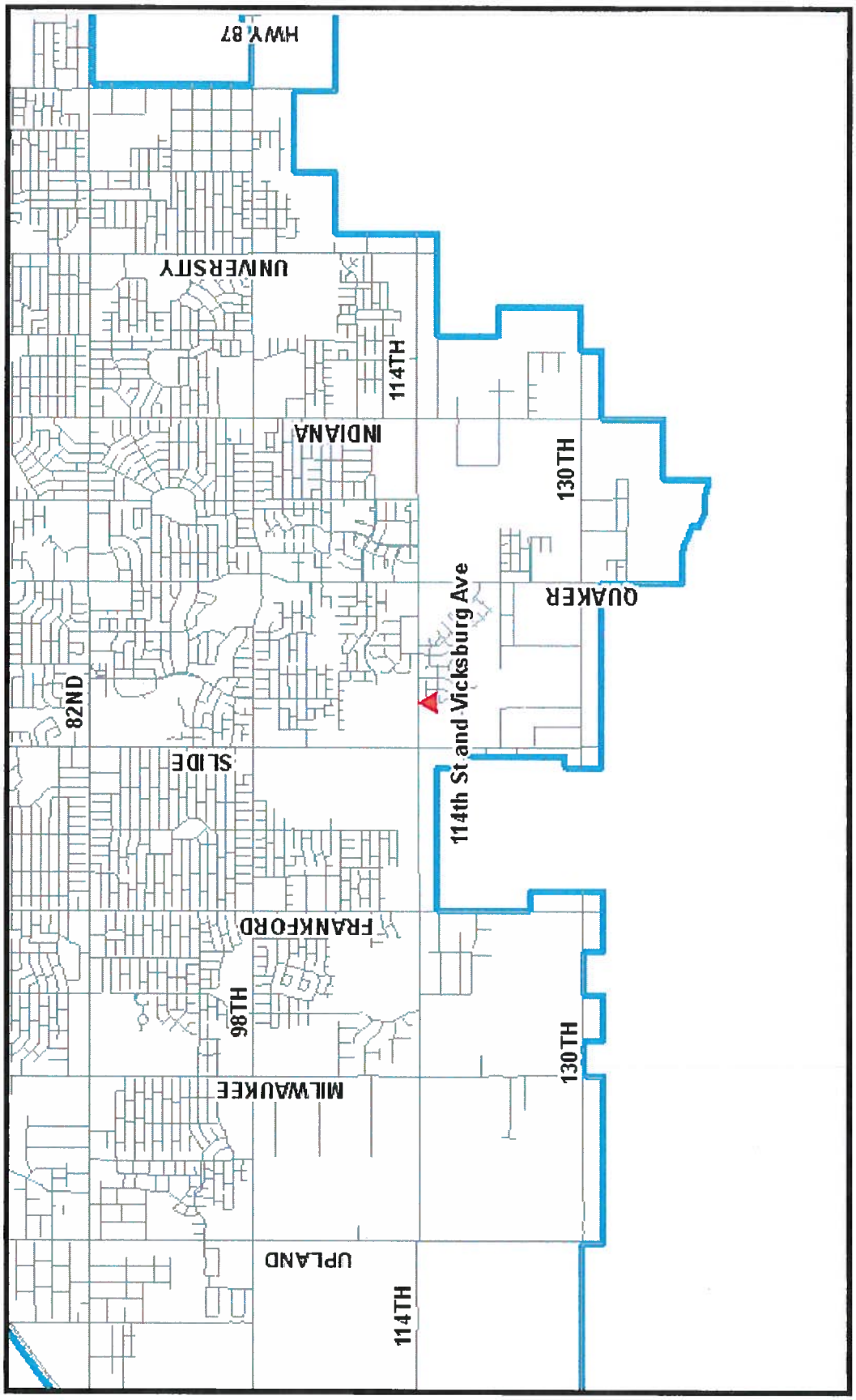
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

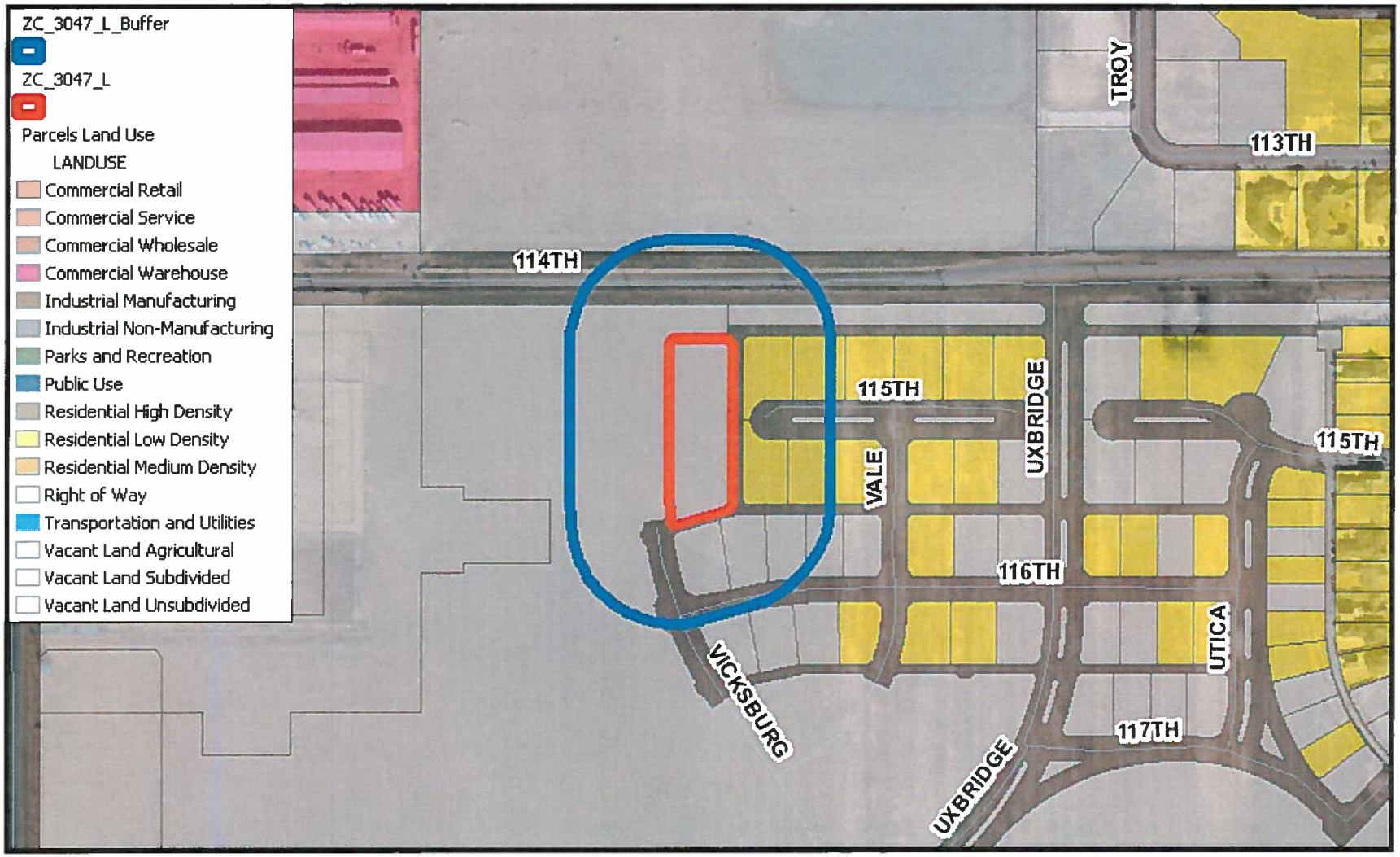


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3047
April 3, 2014

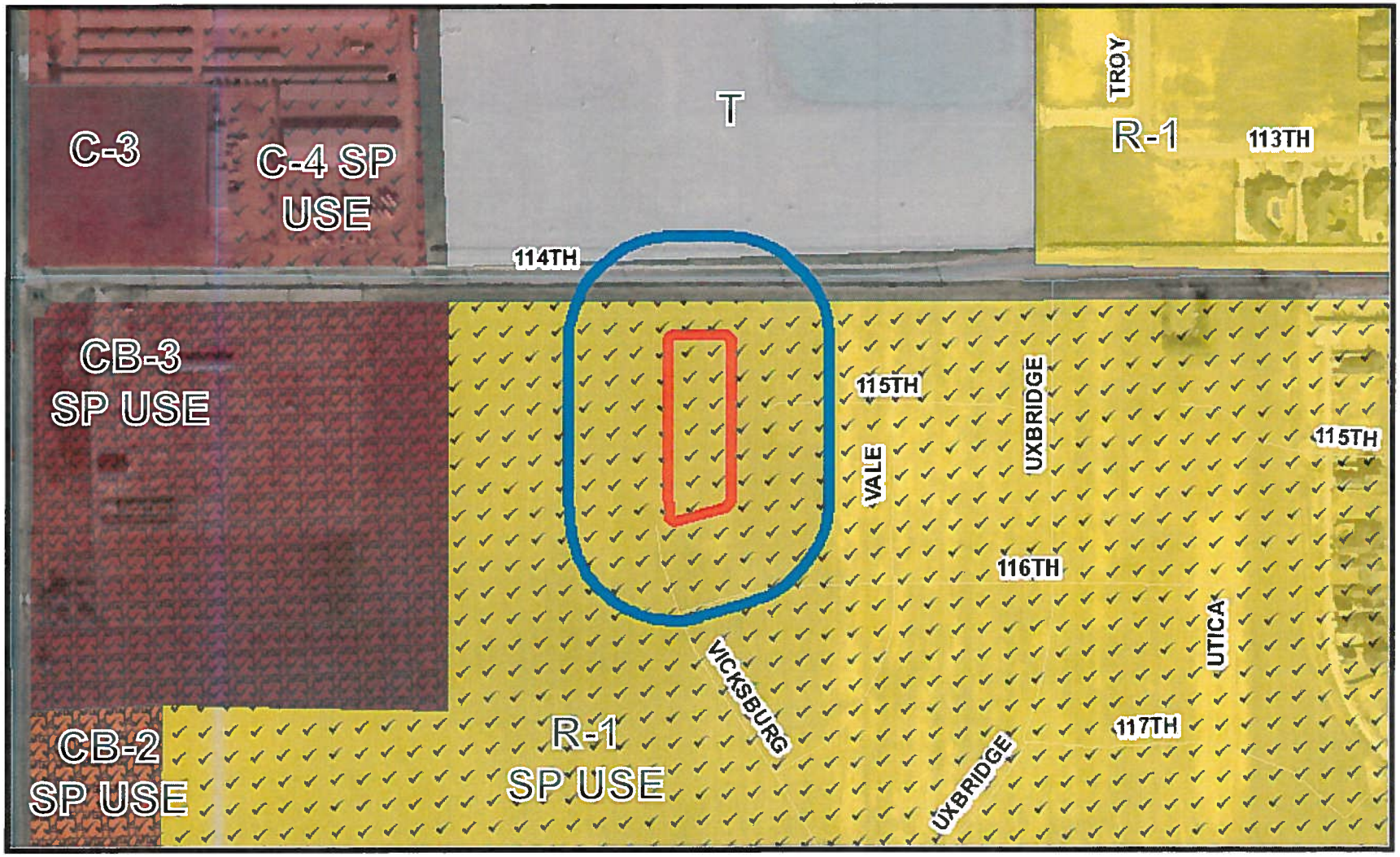


P.Z.C. Case 3047-L



P.Z.C. Case 3047-L

Continued 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, south of 114th Street and east of Vicksburg Avenue



P.Z.C. Case 3047-L Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant **AMD Engineering, LLC** **For** **OAKMONT ESTATES INVESTMENTS OF LUBBOCK, LLC**

(Please Print)

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 771-5976
Telephone

PO Box 64446
Street/Post Office Box

Lubbock TX 79464
City State Zip

(806) 789-7909
Telephone

Location or Address: East Side of Vicksburg Avenue, South of 114th Street

Legal Description:* See Attached Metes and Bounds Description, proposed Lots 101-106, Oakmont Estates

Existing Land Use: Ag Use **Existing Zoning:** R1

Acreage or Square Footage of Property: 1.187 acres

Zoning Requested: R-1 Specific Use for Garden Homes (with 18" rear setback for detached, side facing garage) (5' side setback for corner lots

Proposed Development: Garden Homes

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

Cory D

Applicant's Signature

February 10, 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: $478 pd ck 4020 rc 18334
($475.00 for the first acre; $3.00 for each additional acre)

For City Use Only

MtB Map 41

Zone Case No.: 3047-L **Agenda No.:** 11

Request for zoning change from: R-1 spec. use **To:** R-1 SP USE for Garden homes

on 1.187 acres of unplatted land out of Block E-2 Section 23

on Lot(s) ____, **Block(s)** ____,

____ **Addition** **(Address:** 114th St and Vicksburg Ave).

~~named with a west of Slide~~ 327

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

Meeting Date: 04/24/2014

Information

Agenda Item

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.

Item Summary

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 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 what strip type commercial development does to 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

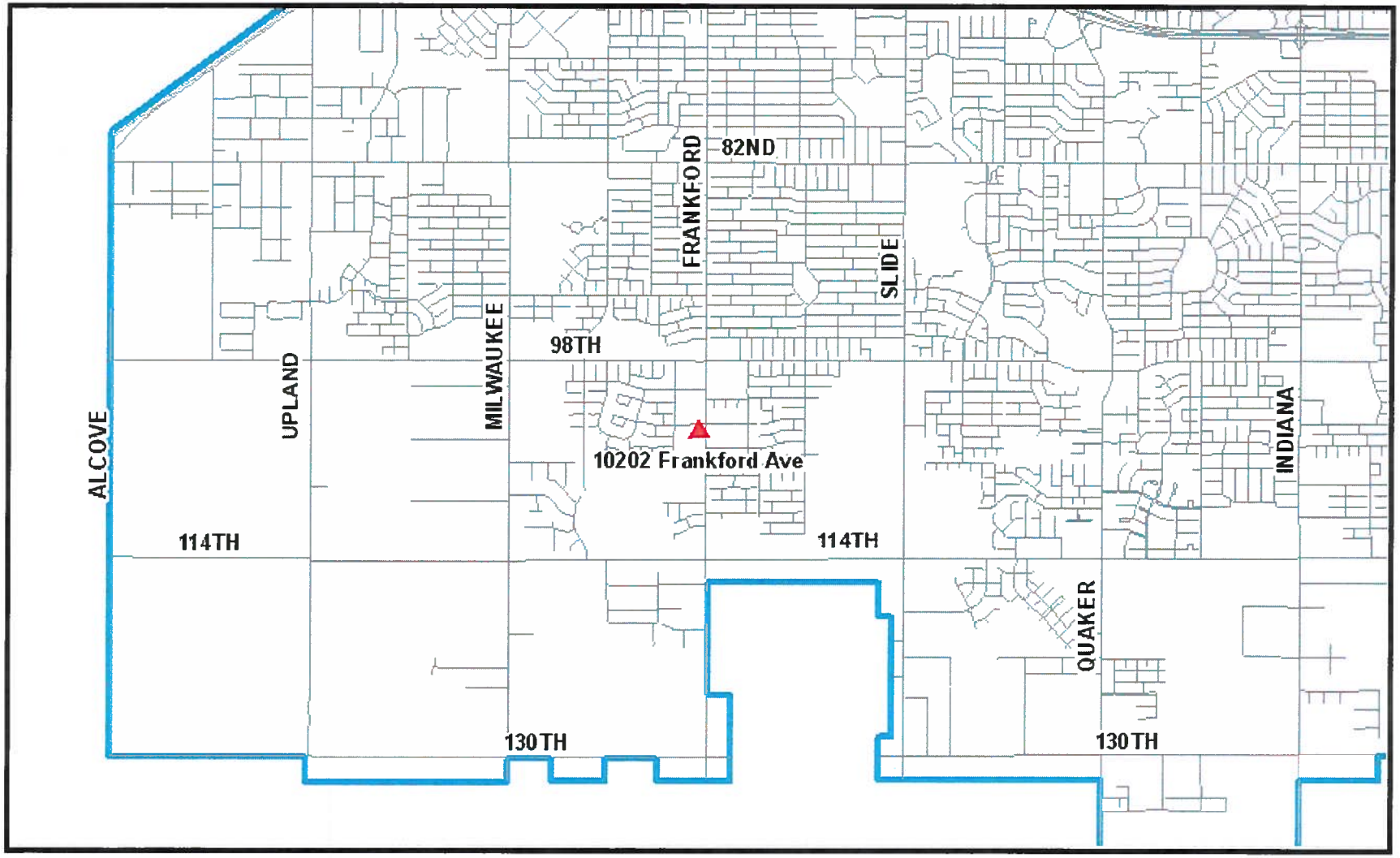
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

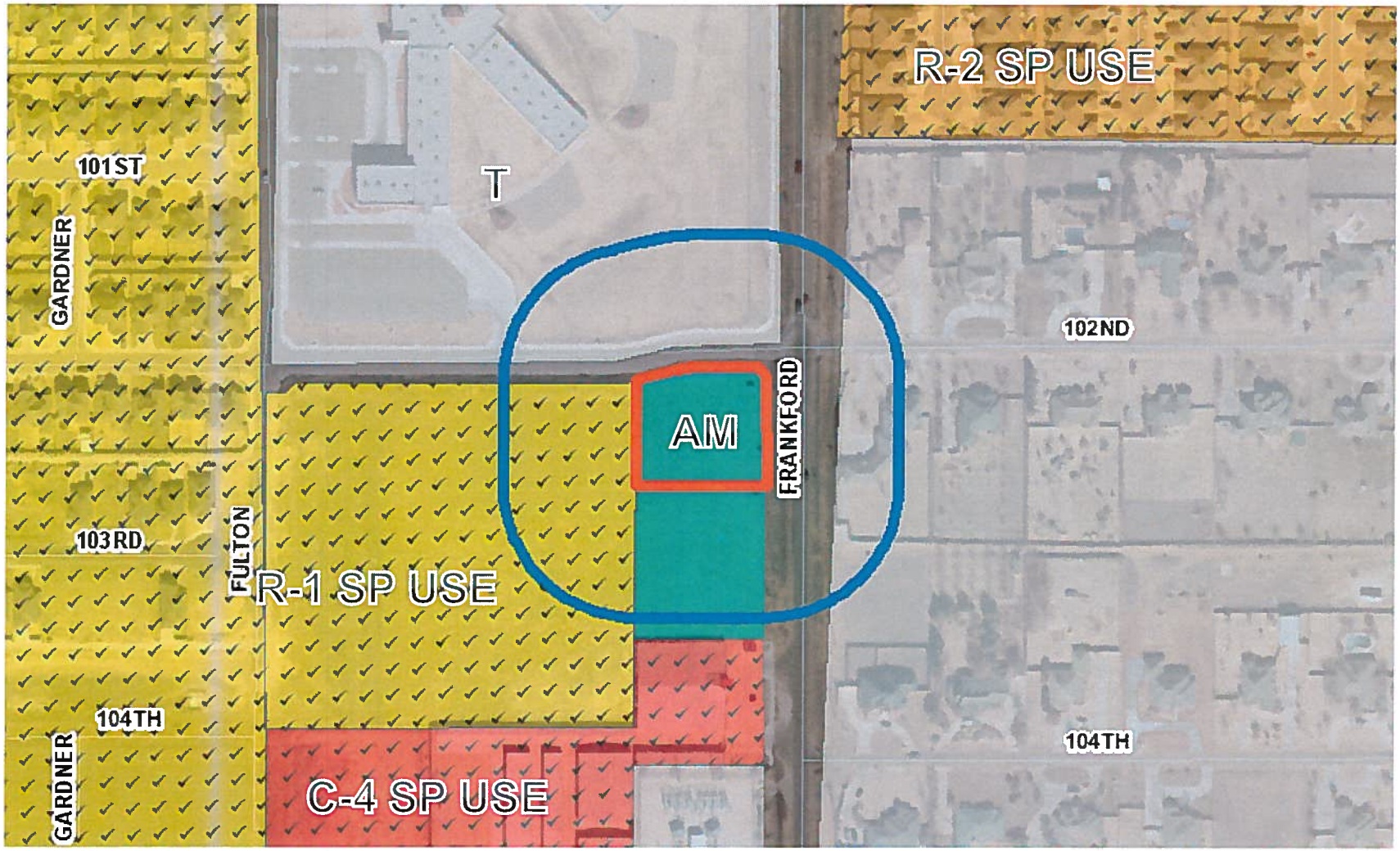
vw/CityAtt/Chad/Zones/ZC3089-D
April 3, 2014



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

Filing Fee: _____
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

For City Use Only

M+B map 42

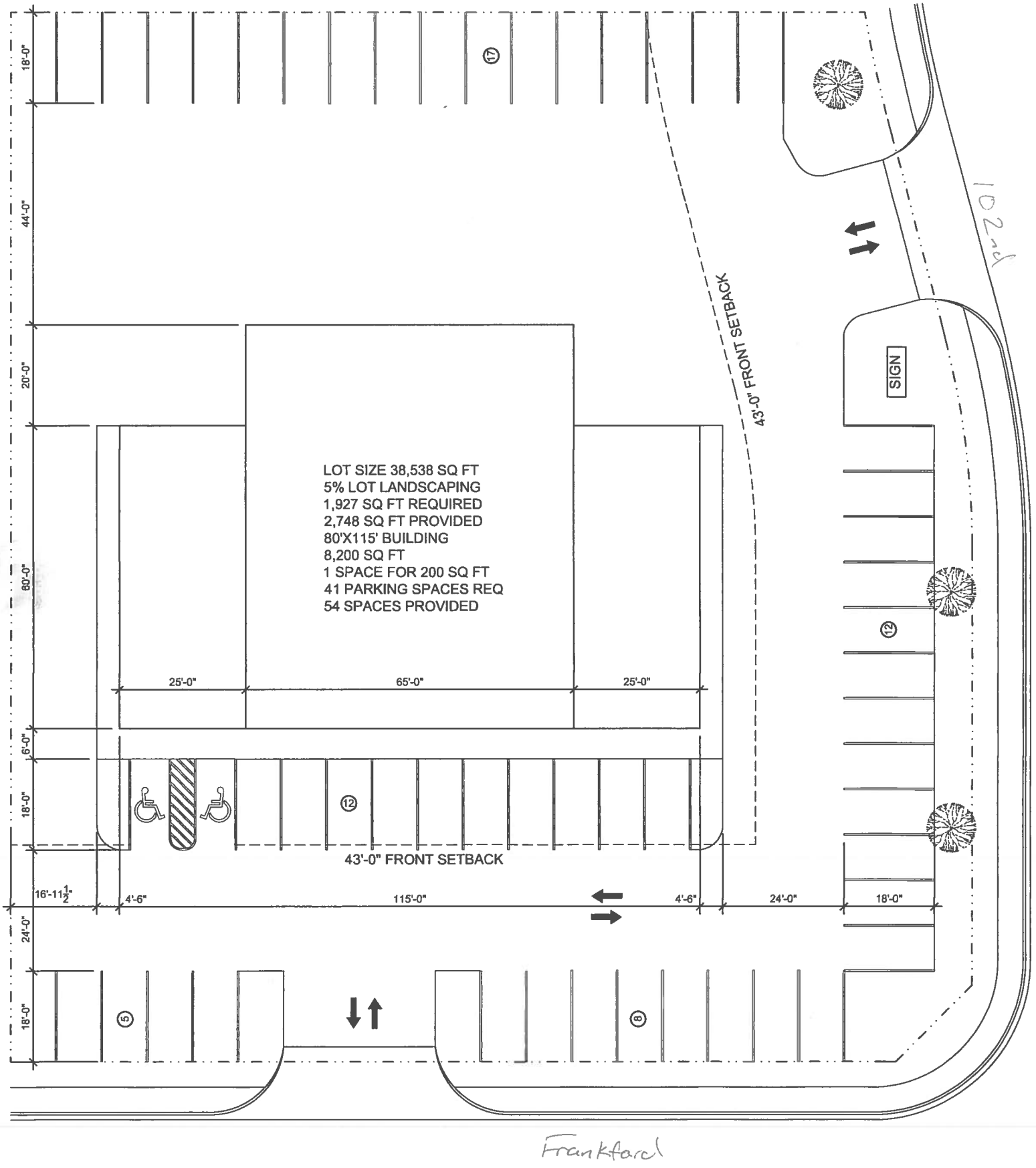
Zone Case No.: 3099-D **Agenda No.:** 1

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
SIGN
43'-0" FRONT SETBACK
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"
16'-11½"
4'-6"
115'-0"
4'-6"
24'-0"
18'-0"
102nd
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

RECEIVED
MAR 11 REC'D
PLANNING DEPARTMENT

Lubbock City Council
Planning and Zoning Commission
P.O. Box 2000
1625 13th Street
Lubbock, TX 79457

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: [signature]

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.

3 of 5

Zone Case Number: **3089-D** 74517
LUBBOCK COOPER ISD
16302 LOOP 493

LUBBOCK TX 79423

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

Meeting Date: 04/24/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for 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.

Item Summary

General comments:
This request is to amend the conditions of the original zone case in 1997. The original case included a condition requiring all material to be stored within a building. The facility has actually had outside storage for a number of years and is now requesting to build a roof structure over the outside storage to partially enclose the area.

Adjacent land uses:
The existing business is in the middle of a neighborhood bordered by single family residential and an emelmentary school.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Zoning Policy:
Although the zoning typically would not allow for outside storage or display of materials, the facility has functioned this way for years with little to no complaints from the adjacent area.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the thoroughfare system or traffic in the area.

Recommendations:
On April 3, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following condition:
1. That used items shall be limited to household fixtures allowed to be stored outside, behind a screening fence.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

ORDINANCE NO. _____

AN ORDINANCE AMENDING ORDINANCE NUMBER 9968 TO AMEND A CONDITION TO THE C-3, SPECIFIC USE ZONING ON LOTS 16-18, BLOCK 8, JIM ROBINSON 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:

SECTION 1. THAT Ordinance No. 9968 Section 1(1) is hereby amended to read as follows:

1. THAT used items shall be limited to household fixtures allowed to be stored outside, behind a screening fence.

SECTION 2. 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 3. THAT should any paragraph, section, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of the Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

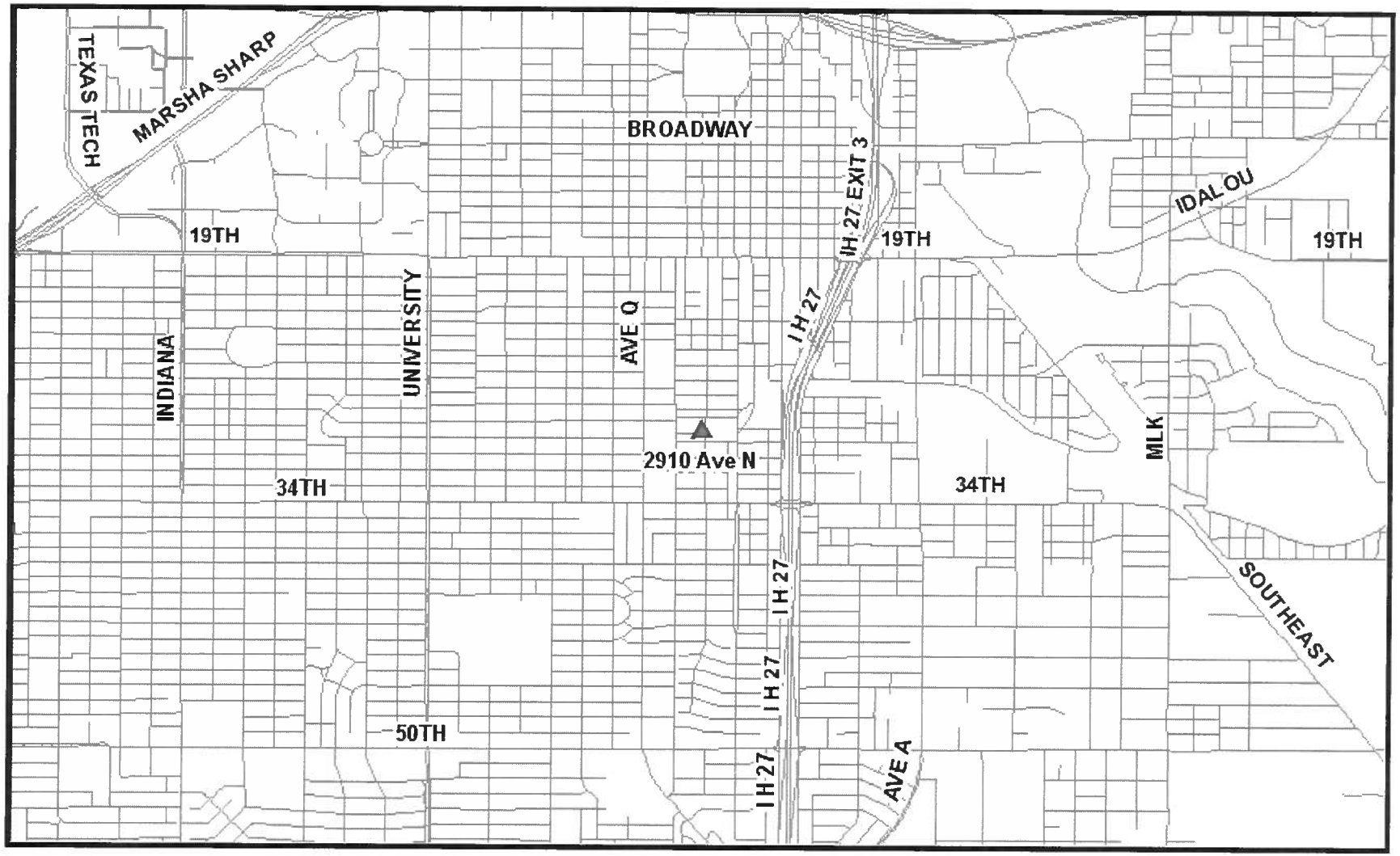
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

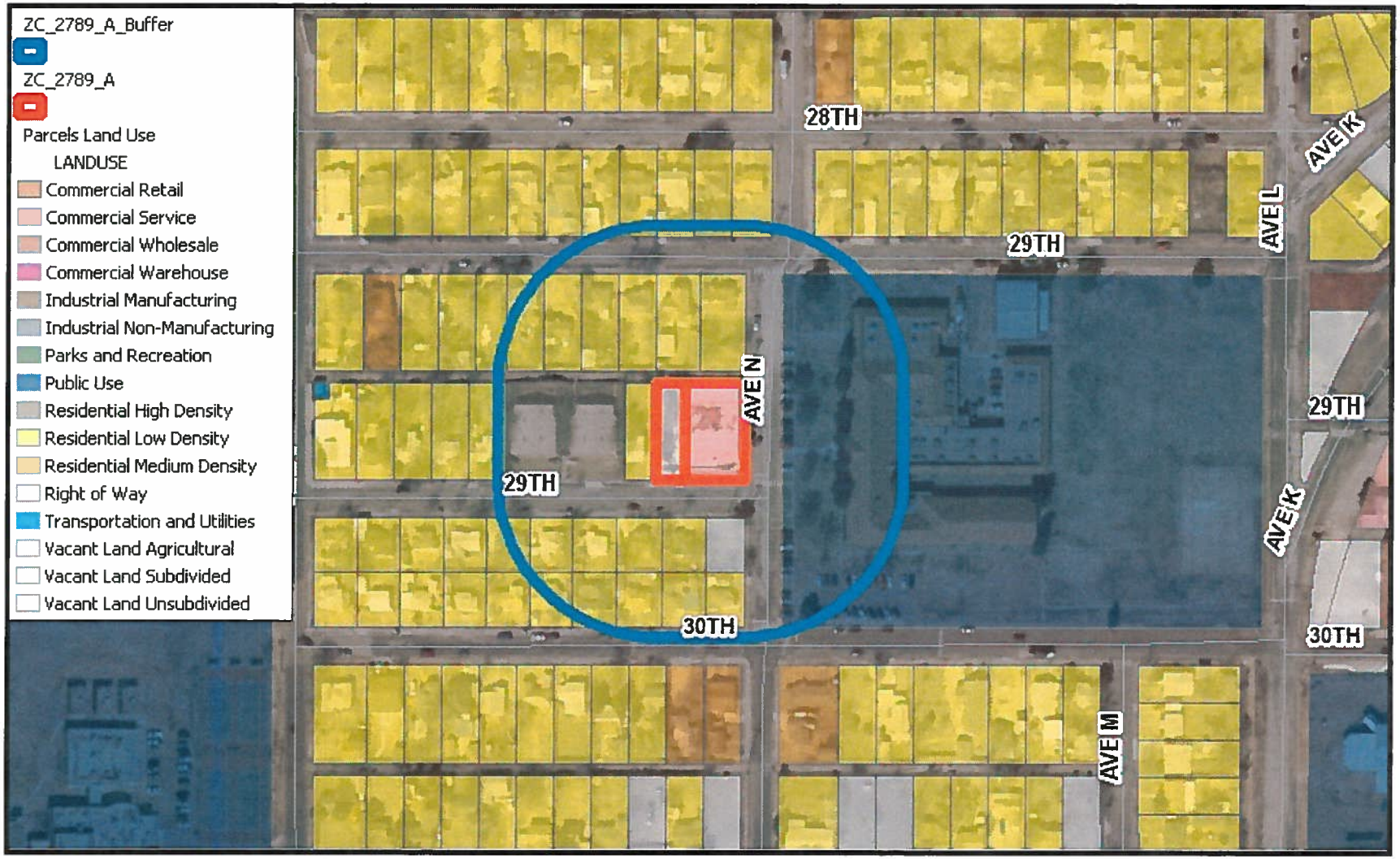
APPROVED AS TO FORM:

_____
Chad Weaver, Assistant City Attorney

vw:ccdocs/Amend Ordinance 9968
April 3, 2014

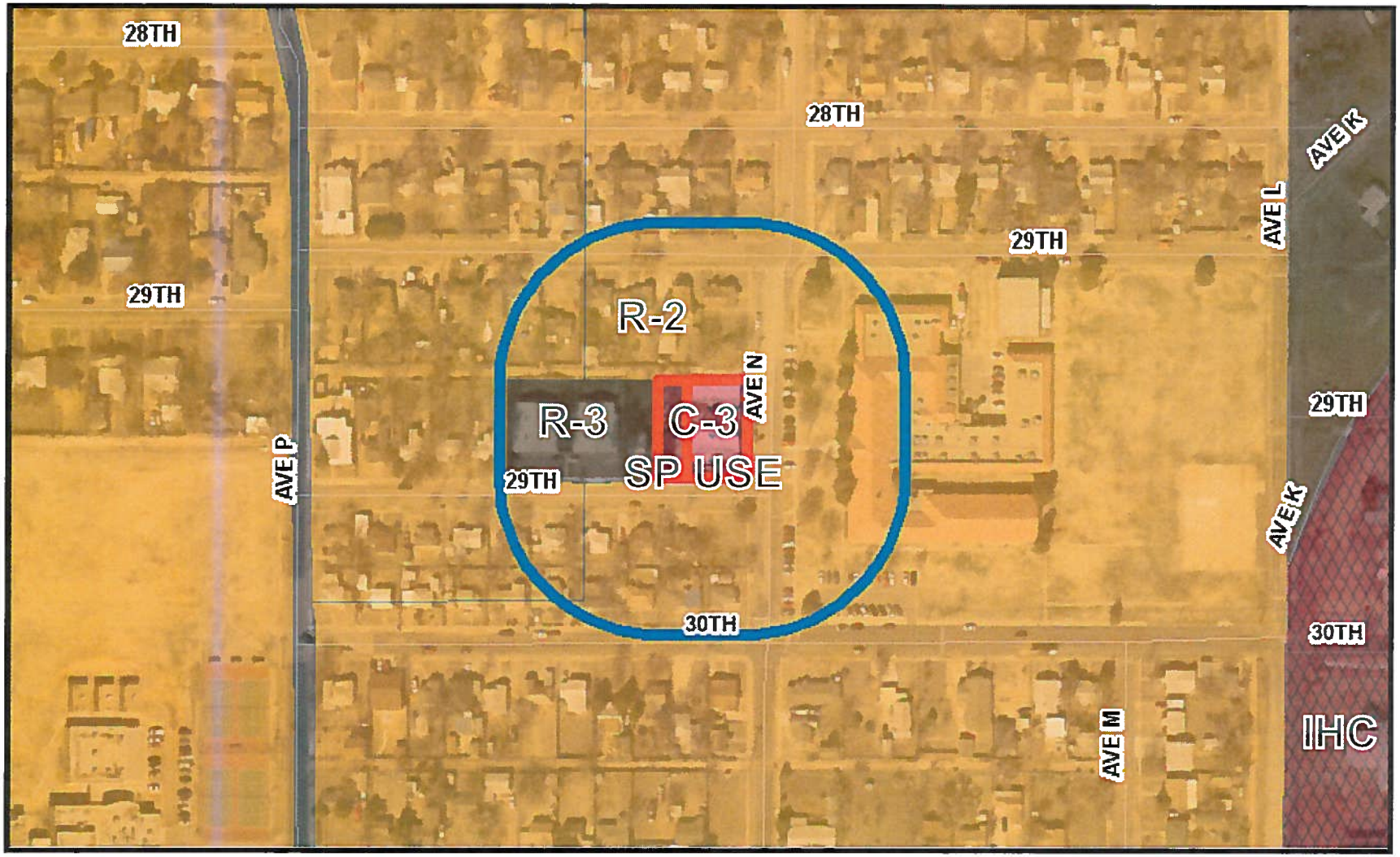


P.Z.C. Case 2789-A



P.Z.C. Case 2789-A

Request of Marie Hanza (for Lubbock Habitat for Humanity) for a zoning change from C-3 Specific Use to C-3 Specific Use to amend the conditions, 2910 Avenue N and 1506 29th Place



P.Z.C. Case 2789-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) Marie Hanza, Executive Director

2910 Avenue N - P O Box 209
Street/Post Office Box

Lubbock TX 79408-0209
City State Zip

(806) 763-4663
Telephone

For Lubbock Habitat for Humanity

2910 Avenue N - P O Box 209
Street/Post Office Box

Lubbock TX 79408-0209
City State Zip

(806) 763-4663
Telephone

Location or Address: 2910 Avenue N and 1506 29th Place

Legal Description:* Lot 18, Block 8 Robinson Addition = 1506 29th Place

Existing Land Use: storage **Existing Zoning:** C-3 specific use

Acreage or Square Footage of Property: 1,200

Zoning Requested: C-3 with the restriction for no outside storage removed

Proposed Development: With the removal of the restriction, Habitat will erect a covering (think carport) to protect the inventory which will be stored on the propberty

If property is not subdivided, will preliminary plat be submitted? N/A **Yes** _____ **No** _____

Marie Hanza
Applicant's Signature

March 5, 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: $165
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

CH: 1644
Rec: 18049

For City Use Only

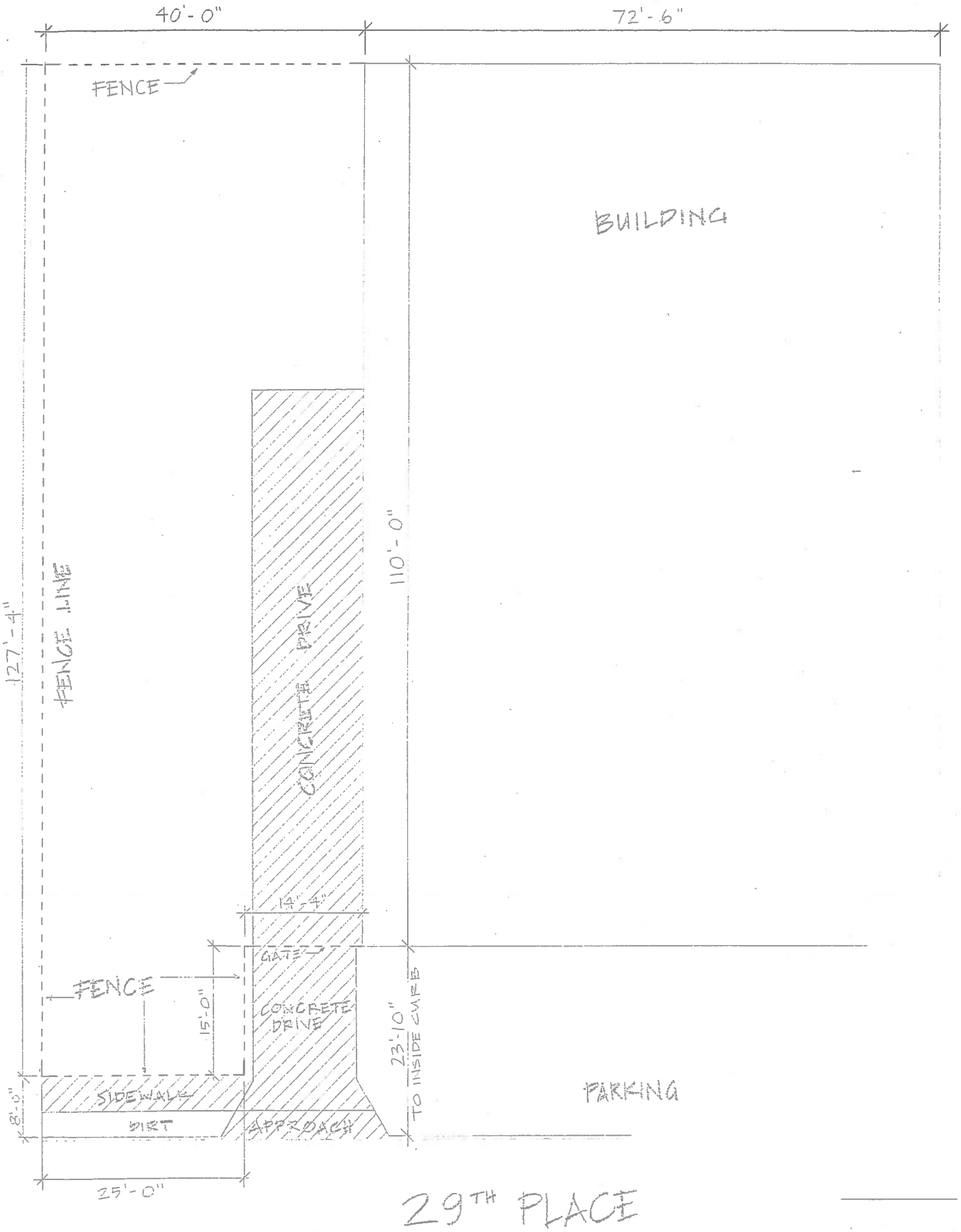
PIN: 52681, 52680 map 4

Zone Case No.: 2789-A **Agenda No.:** _____

Request for zoning change from: C-3 SU **To:** C-3 specific use with amended conditions

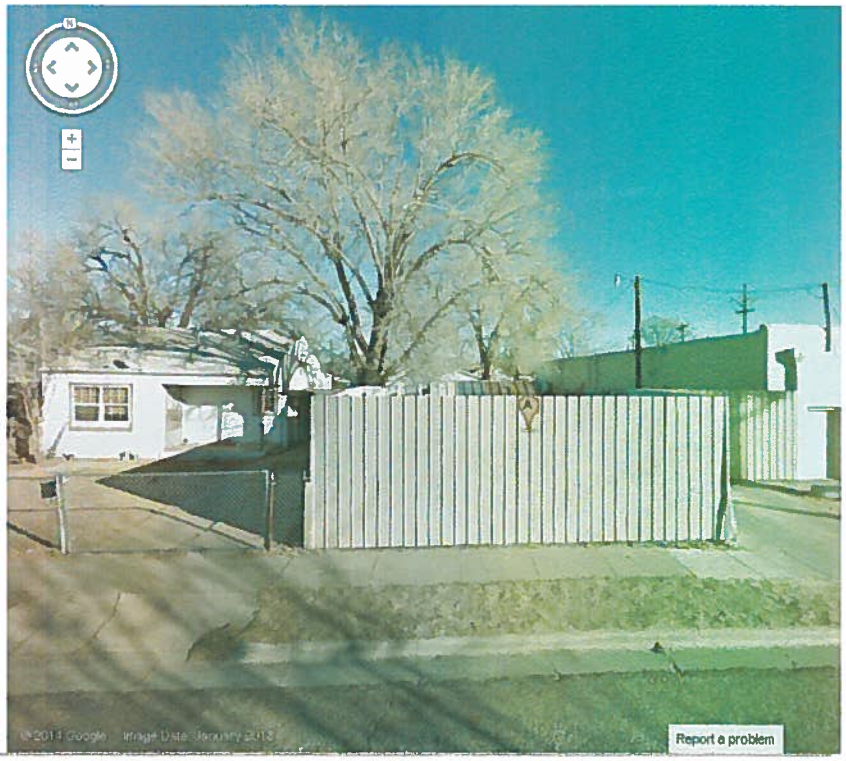
on Lot(s): 16 through 18 **Block(s):** 8

Subdivision: Jim Robinson **Address:** 2910 Ave N and 1506 29th Pl


40'-0"
72'-6"
FENCE
BUILDING
127'-4"
FENCE LINE
110'-0"
CONCRETE DRIVE
14'-4"
GATE
FENCE
15'-0"
CONCRETE DRIVE
23'-10"
TO INSIDE CURB
PARKING
8'-0"
SIDEWALK
DIRT
APPROACH
25'-0"
29TH PLACE

Google

To see all the details that are visible on the screen, use the "Print" link next to the map.



To see all the details that are visible on the screen, use the "Print" link next to the map.

Google

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

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.: 2789-A**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
MAR 28 REC'D
PLANNING DEPARTMENT

Print Name Lorenzo Hernandez

Signature: Lorenzo Hernandez

Address: 1501-28 th. St

Address of Property Owned: 1501-28th. St

Zone Case Number: 2789-A 4638
HERNANDEZ LORENZO C JR
1501 28TH ST

LUBBOCK TX 79411-2439

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

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.:** ***2789-A***

In Favor of ✓

Opposed ___

RECEIVED
APR 01 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name: Ishmael Hernandez

Signature: Ishmael Hernandez

Address: 1012 BRDWY

Address of Property Owned: 1509 28th

8 of 29

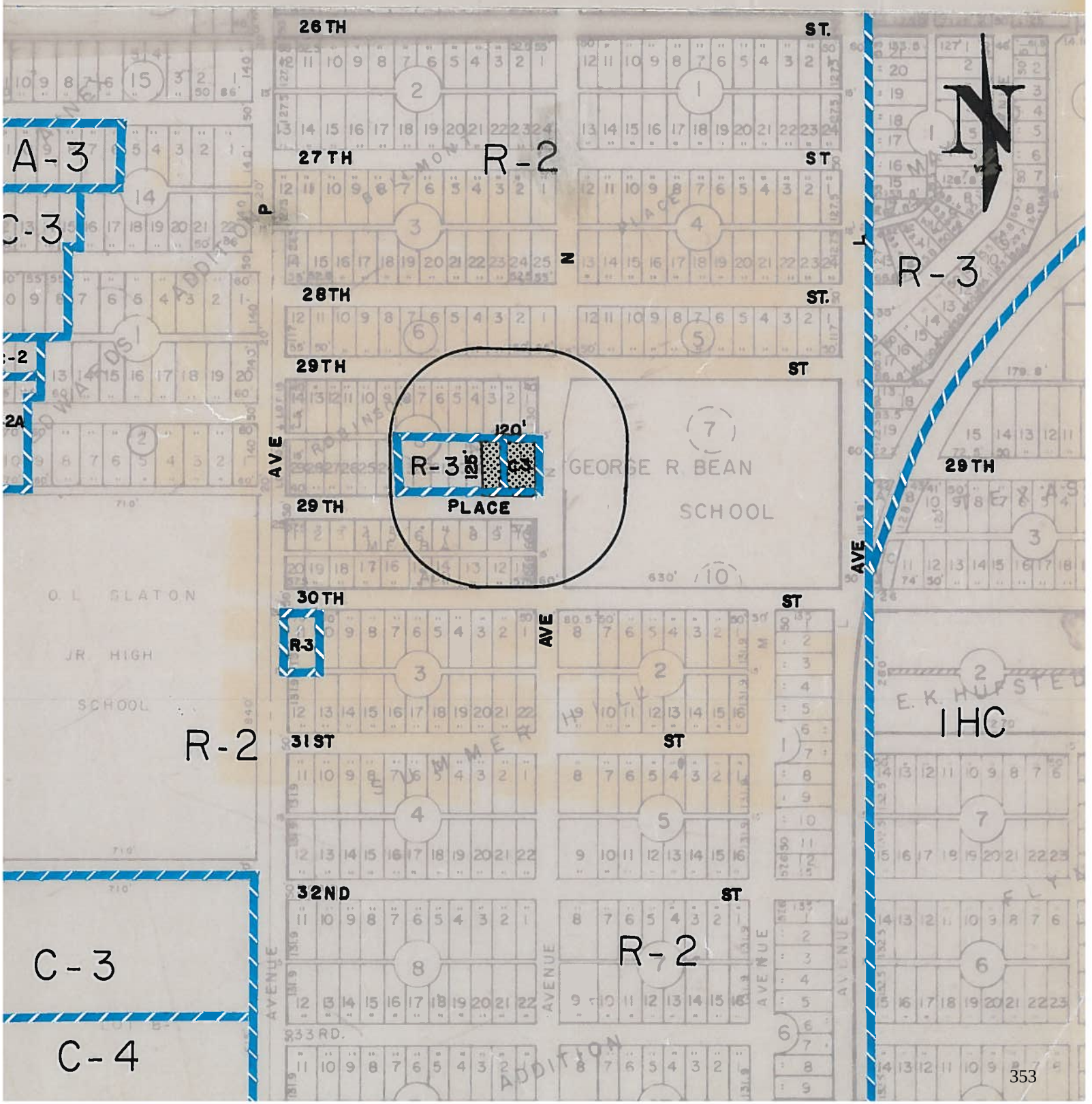
Zone Case Number: **2789-A** 4642
HERNANDEZ ISHMAEL
1012 BROADWAY ST

LUBBOCK TX 79401-3302

ZONE CASE 2789

CHANGE C-3, R-3 TO C-3 SPECIFIC USE

SCALE 1" = 300'



First Reading
Item #40
January 23,

Second Reading
Item # 7
February 13, 1997

ORDINANCE NO. 9968

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2789;** A ZONING CHANGE FROM C-3 AND R-3 TO C-3 SPECIFIC USE ZONING FOR HABITAT FOR HUMANITY ON LOTS 16, 17 & 18, BLOCK 8, ROBINSON 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 finds 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 29-29 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 the proposed amendment, and the public hearing according to said notice, was duly 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 determined by the City Council 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. 2789

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

A change of zoning under the provisions of Section 29-24(c)(24) of the Code of Ordinances of the City of Lubbock from C-3 and R-3 to C-3 Specific Use for Habitat for Humanity, on Lots 16, 17, and 18, Block 8, Robinson Addition, City of Lubbock, Lubbock County, Texas, located at 2910 Avenue N, and subject to following conditions;

SUBJECT TO THE FOLLOWING CONDITIONS:

1. That used items for sale will be limited to household fixtures, with all storage within a structure; and

2. That all office and corporate activities of Habitat for Humanity shall be the single permitted use.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance to all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 29-24 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-3 and R-3 zone districts; 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 29-24(c)(24) of Codified Zoning Ordinance No. 7084 on the property described as Lots 16, 17 and 18, Block 8, Robinson Addition, City of Lubbock, Lubbock County, Texas.

SECTION 3. 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 29-31 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 this 23rd day of January, 1997.

Passed by the City Council on second reading this 13th day of February, 1997.

Windy Sitton

~~ALTERNATE MAYOR, MAYOR PRO TEMPORE~~
WINDY SITTON
MAYOR

ATTEST:

Kaythie Darnell

Kaythie Darnell, City Secretary

APPROVED AS TO CONTENT:

Randy Henson

Randy Henson, Senior Planner

APPROVED AS TO FORM:

Linda L. Chamales

Linda L. Chamales, Supervising Attorney,
Office Practice Section
LLC:dk/2789ZONE.ORD
ccdocs/January 14, 1997

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

Meeting Date: 04/24/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for 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.

Item Summary

General comments:
This request is to rezone a portion of an existing shopping center to allow for a public kennel. In early 2013, prior to construction, there was a request for a portion of this shopping center to include a vet clinic. The clinic has now seen a need for a public kennel as well to expand their business.

Adjacent land uses:
To the north and east is existing commercial development. To the west is the remainder of this shopping center with commercial across 98th Street to the south.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Zoning Policy:
Although C-4 is only recommended for state highways, with this request limited to one additional use above the existing zoning, staff is comfortable supporting the change. The existing vet clinic in the tenant space adjacent to the proposed case has generated no complaints in the first year of operations.

Effect on the adjacent street and thoroughfare system:
There should be little to no additional impact on the thoroughfare system or traffic in the area.

Recommendations:
On April 3, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following condition:
1. Limited to a public kennel and all unconditionally permitted C-2 uses.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2278-C;** A ZONING CHANGE FROM **C-2** TO **C-4** ZONING DISTRICT LIMITED TO **A PUBLIC KENNEL AND ALL UNCONDITIONALLY PERMITTED C-2 USES** ON **A PORTION OF LOT 1, BUTLER 98TH & SLIDE ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 2278-C

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-4** zoning district **limited to a public kennel and all unconditionally permitted C-2 uses** on **a portion of Lot 1, Butler 98th & Slide Addition,** City of Lubbock, Lubbock County, Texas, located at **5214 98th Street, Suite 101,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the zone change be limited to a public kennel and all unconditionally permitted C-2 uses.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

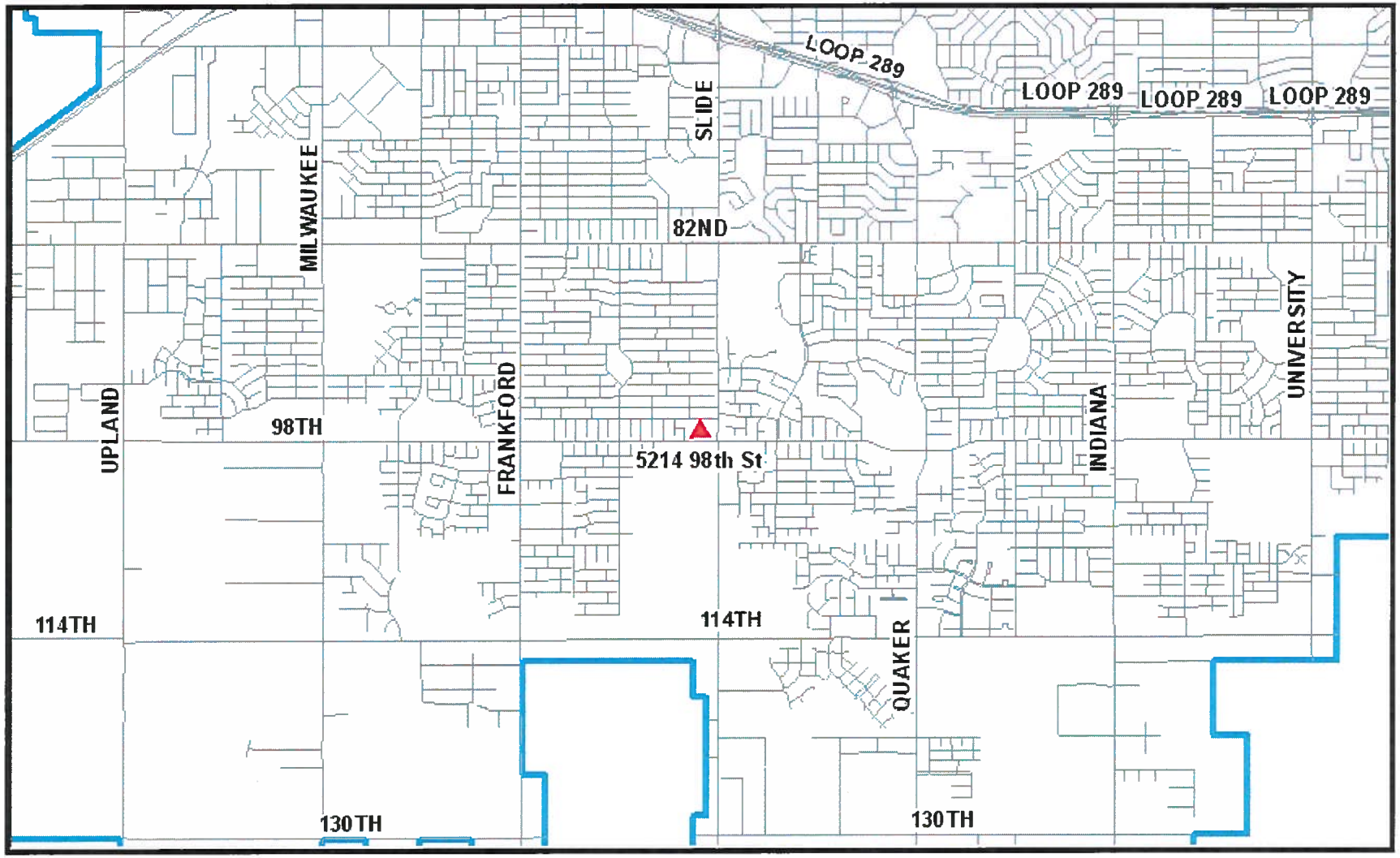
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

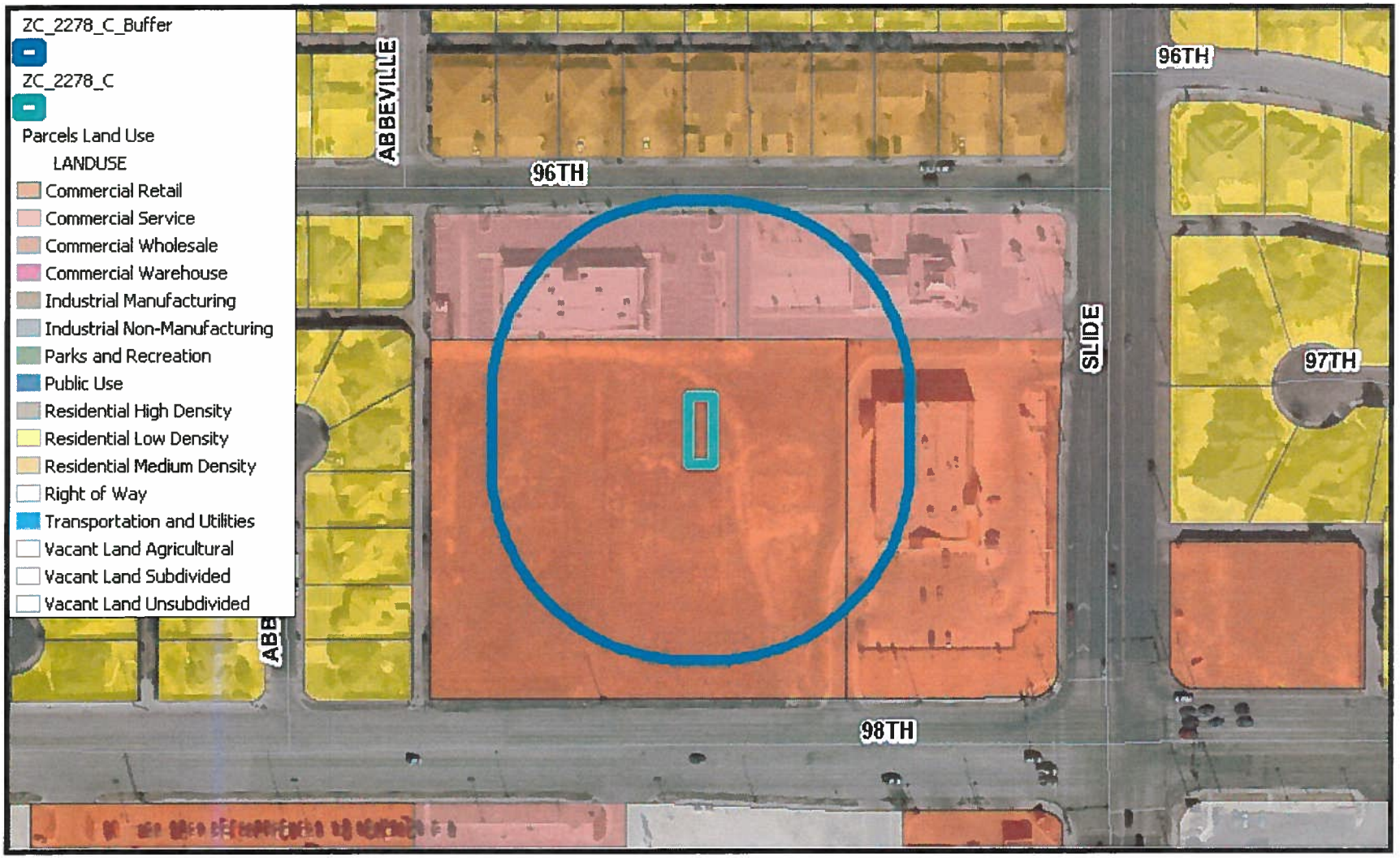
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2278-C
April 3, 2014

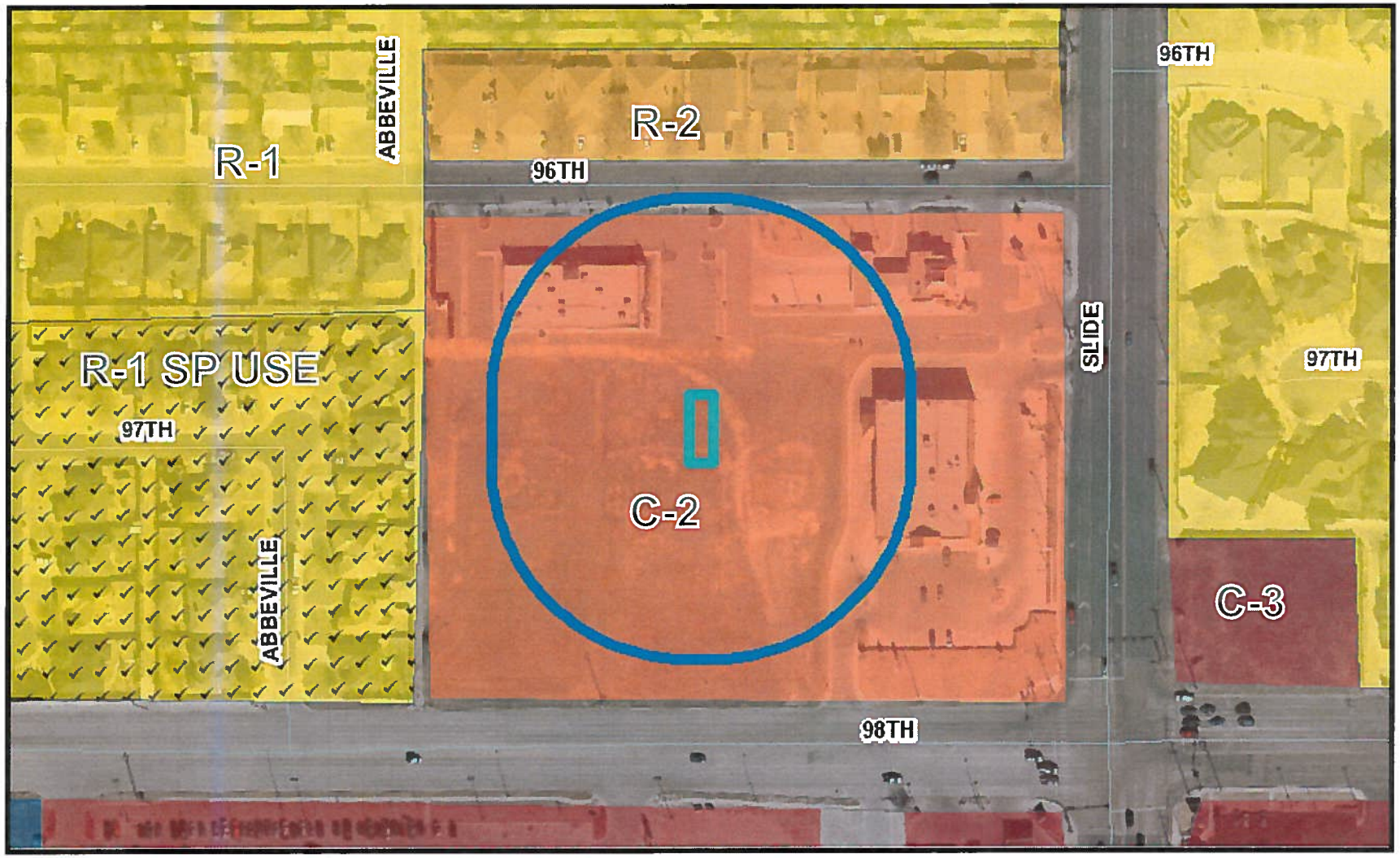


P.Z.C. Case 2278-C



P.Z.C. Case 2278-C

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, 5214 98th Street, Suite 101



P.Z.C. Case 2278-C 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) James H. Dirks

1710 15th Street
Street/Post Office Box

Lubbock TX 79401
City State Zip

(806) 762-1226
Telephone

For W. W. Butler Jr. Trust No. 1

601 Slaton Hwy
Street/Post Office Box

Lubbock TX 79404
City State Zip

(806) 748-7827
Telephone

Location or Address: 5214 98th Street, Suite 101

Legal Description:* Lot 1, Butler 98th and Slide Addition

Existing Land Use: Commercial Shopping Center **Existing Zoning:** C2

Acreage or Square Footage of Property: 170,384 Sq.Ft.

Zoning Requested: C2 conditional use for lease area as noted on metes and bounds.

Proposed Development: Public Kennel

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

Applicant's Signature **Date**

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

Filing Fee: _____
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

For City Use Only

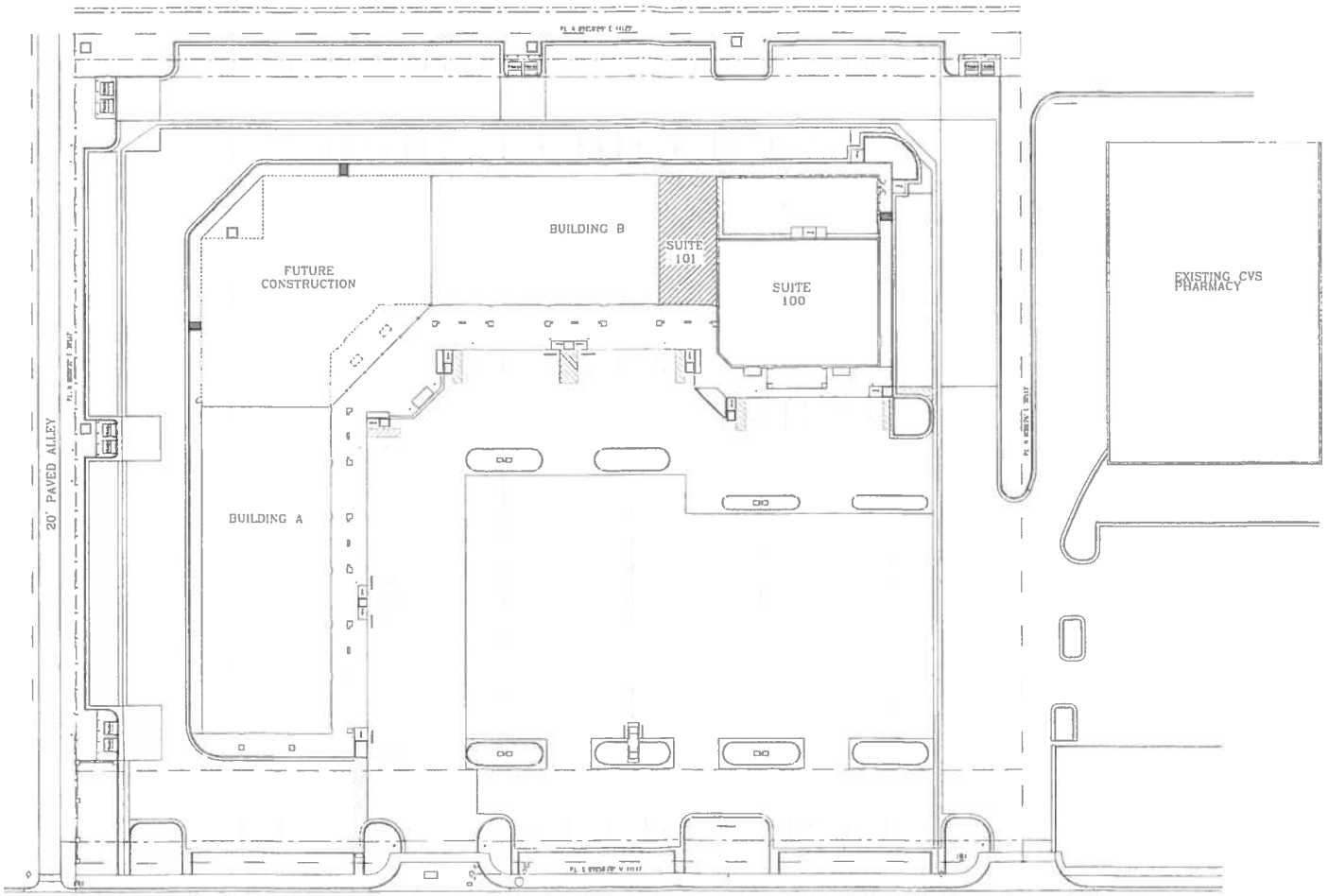
PIN 94303 MAP 21

Zone Case No.: 2278-C **Agenda No.:** _____

Request for zoning change from: C-2 **To:** C-2 SP Use

on Lot(s): 1 **Block(s):** _____

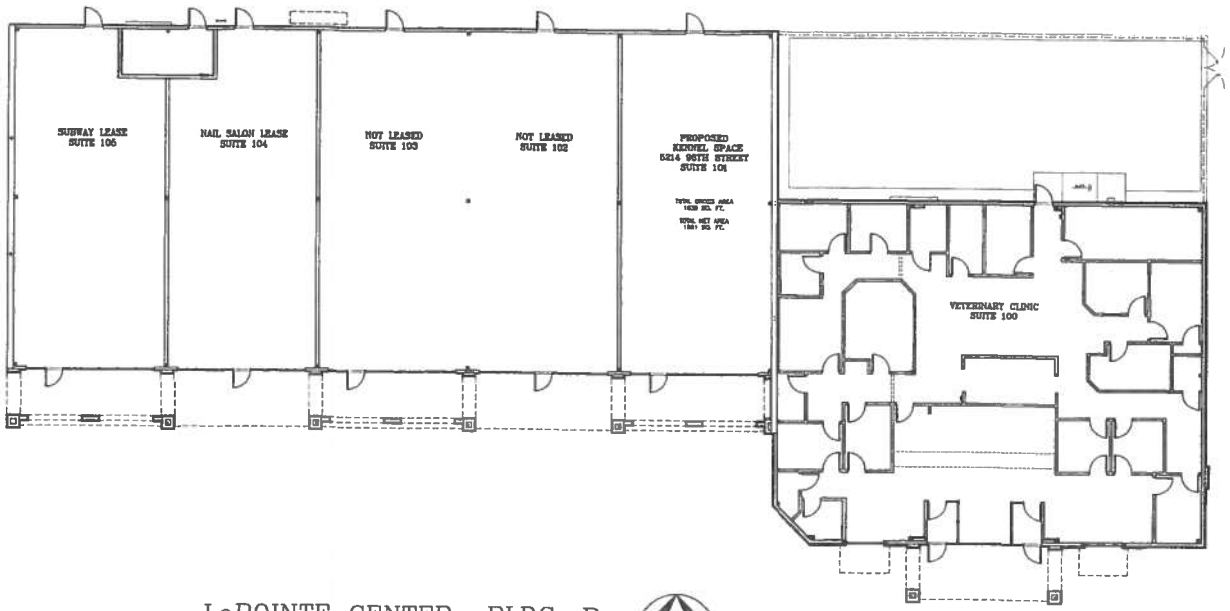
Subdivision: Butler 98th & Slide **Address:** 5214 98th St suite 101



LaPOINTE CENTER SITE PLAN

SCALE 1"=50'-0"

COX DIRKS
ARCHITECTS PC
AMERICAN INSTITUTE OF ARCHITECTS
1710 15TH STREET
LUBBOCK, TEXAS 79401



LaPOINTE CENTER BLDG. B

SCALE 1/16"=1'-0"

W N E S

COX DIRKS ARCHITECTS PC
AMERICAN INSTITUTE OF ARCHITECTS
1710 15TH STREET
LUBBOCK, TEXAS 79401

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

Meeting Date: 04/24/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for 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.

Item Summary

General comments:
This request is to remove the R-2 (duplex) and A-2 (apartment) zoned areas and reduce the size of the C-3 zones and extend the R-1 (single family) zones from the East and North.

Adjacent land uses:
N: R-1 Spec Use for reduced setbacks (vacant and some development)
S: GO (Garden Office) and T (Transitional)
E: R-1 Spec Use for reduced setbacks (vacant and some development)
W: A-2 (Apartment) & C-3 (Commercial)

Comprehensive Land Use Plan (CLUP):
The request is a minor deviation to the CLUP. Although we would typically like to see a buffer zone between any commercial and residential, such as an Apartment district or GO district, the developer feels confident that this will not be detrimental to the area being developed.

Zoning Policy:
The intent of the proponent is to eliminate the R-2 (Duplex) and A-2 (Apartment) residential and buffer districts and create more Single Family development up to the commercial tract without a buffer. A buffer between the commercially developed area and the residential area is to protect an existing residentially zoned property. Since this area has not yet been developed it is the intent of the developer to eliminate the need for this buffer. Although a buffer is recommended between R-1 and C-3, it is not required. The proponent owns all of the land being rezoned.

Effect on the adjacent street and thoroughfare system:
There should be no effect on the thoroughfare system.

Recommendations:
On April 3, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. 20 feet front setbacks.
2. 5 feet front setbacks on cul-de-sac lots.
3. 5 feet side setbacks on end/corner lots, excluding Milwaukee Avenue and 98th Street.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2871-B

Zone Case 2871-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2871-B;** 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,** 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, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 2871-B

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 **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,** City of Lubbock, Lubbock County, Texas, located at **northeast corner of Milwaukee Avenue and 98th 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 R-1 lots have:**

   a) **20 foot front setbacks.**

   b) **5 foot front setbacks on cul-de-sac lots.**

   c) **5 foot side setbacks on end/corner lots, excluding Milwaukee Avenue and 98th Street.**

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 **A-2, C-3 and R-2 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 **northeast corner of Milwaukee Avenue and 98th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

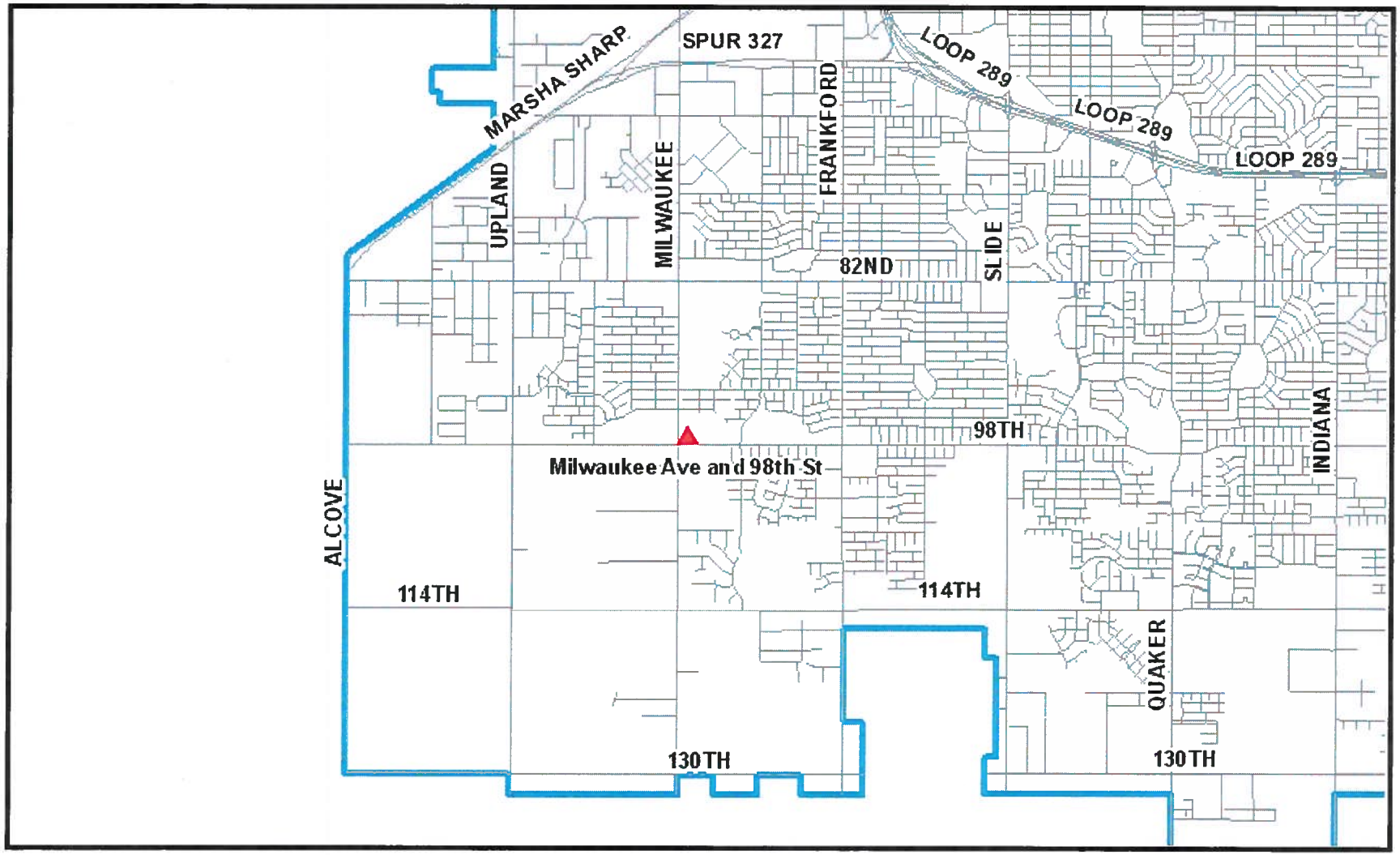
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

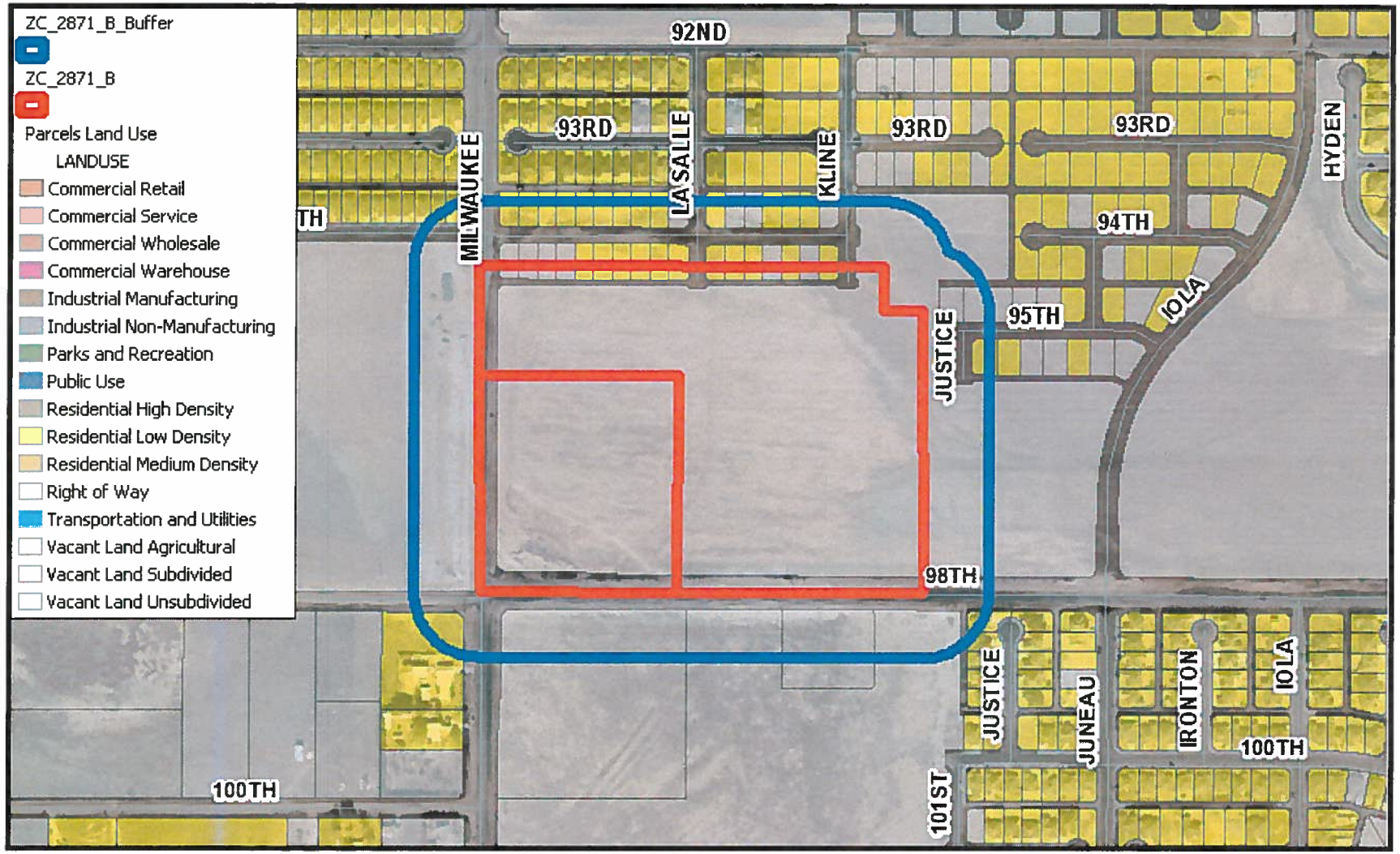
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2871-B
April 3, 2014

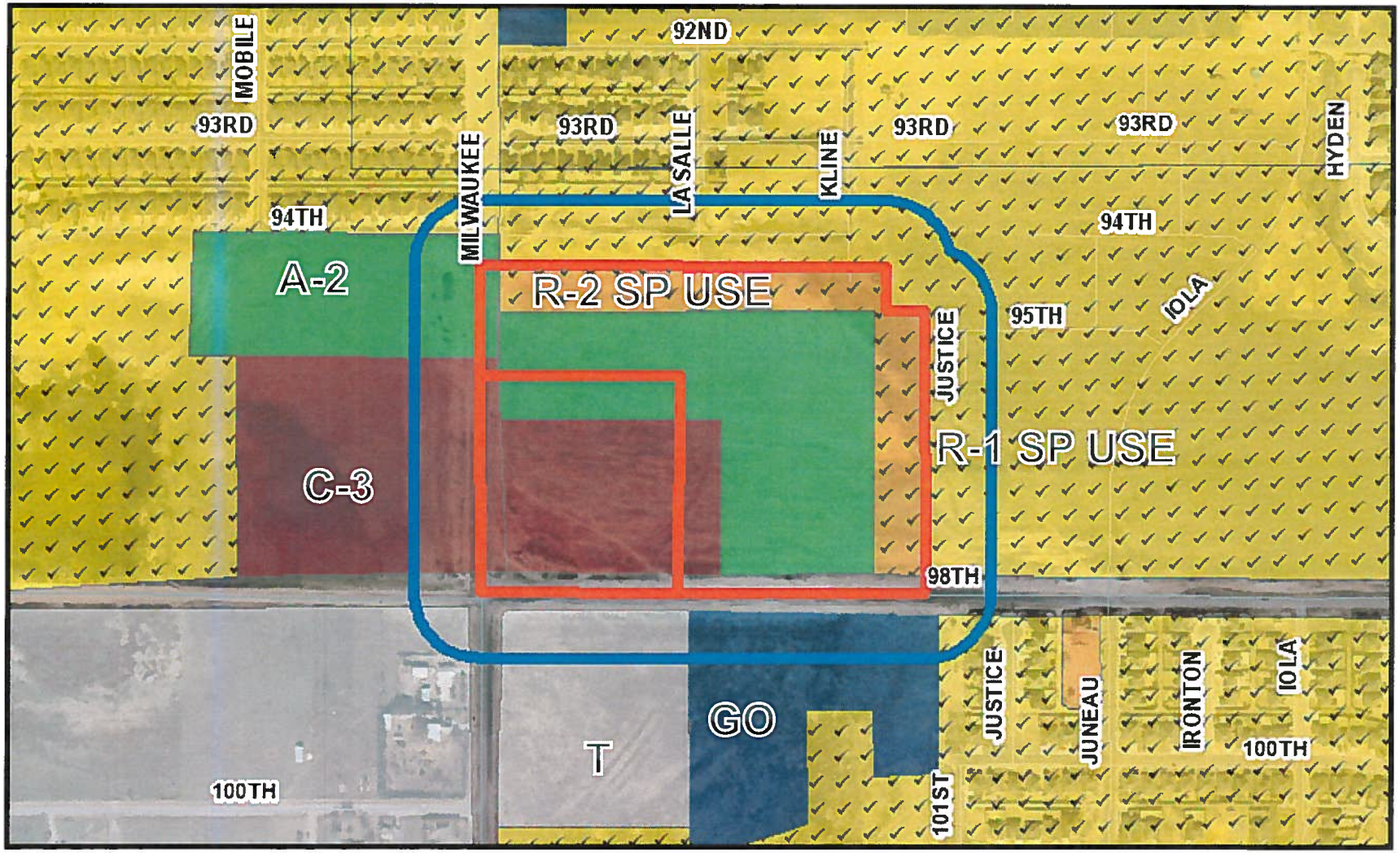


P.Z.C. Case 2871-B



P.Z.C. Case 2871-B

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, northeast corner of Milwaukee Avenue and 98th Street



P.Z.C. Case 2871-B Zoning

APPLICATION FOR ZONE CHANGE

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

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

For
Dan Day
679 CR 224
Street/Post Office Box
Meadow TX 79345
City State Zip
(806) 548-4747
Telephone

Location or Address: Section 28, Block AK

Legal Description:* See Metes and Bounds

Existing Land Use: Residential

Existing Zoning: A-2, C-3 and R-1 Specific Use

Acreage or Square Footage of Property: 33.8 Acres

Zoning Requested: C-3 and R-1 Specific Use as follows: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding Milwaukee and 98th) to 5'.

Proposed Development: Residential and unspecified commercial

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

Terry Holeman
Applicant's Signature

2/21/14
Date

Filing Fee: $574.00 (Day Estates LTD. #3189)
($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.

---

reciept 18048 CK# 3189

For City Use Only

MAP 21

Zone Case No.: ~~2695-R~~ 2871-B

Agenda No.: 2

Request for zoning change from: A-2, C-3, R-1 SP USE

To: C-3, R-1 SP USE

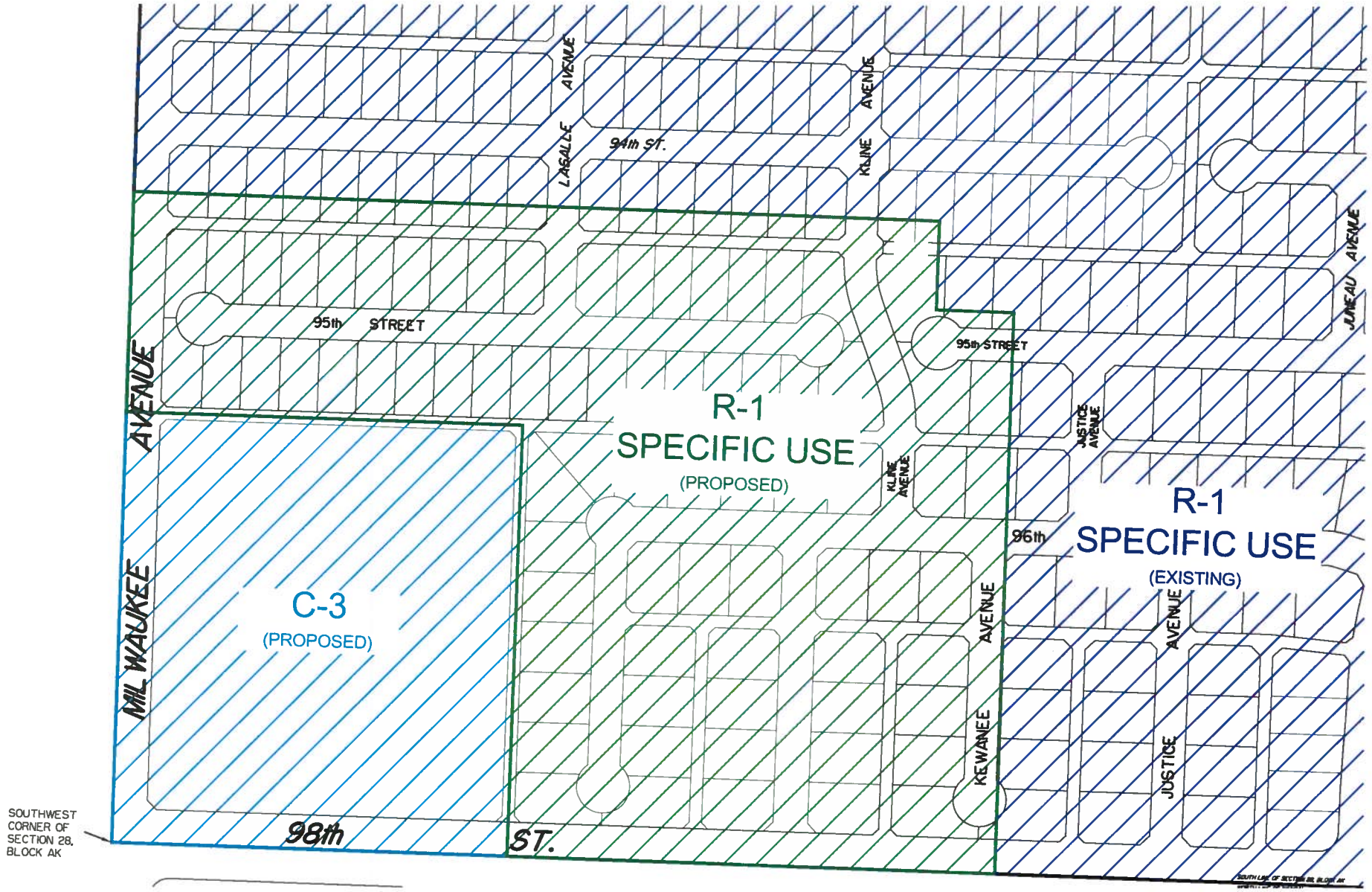
33.8 acres of unplatted land out of block AK Section 28

on Lot(s): ____

Block(s): ____

Subdivision: ____

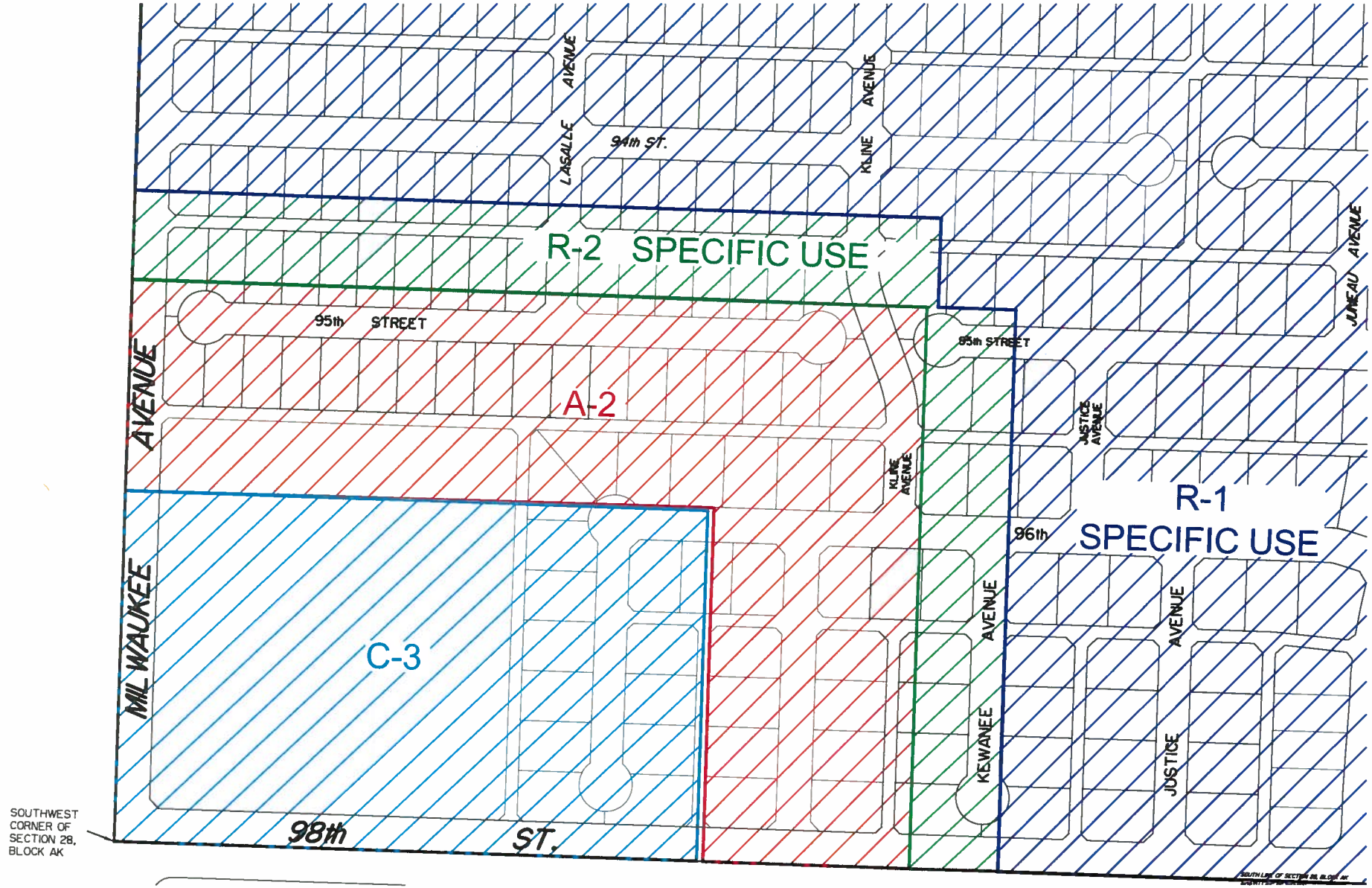
Address: NE corner of Milwaukee Ave and 98th St



DAY ESTATES - SECTION 28, BLOCK AK
PROPOSED ZONING

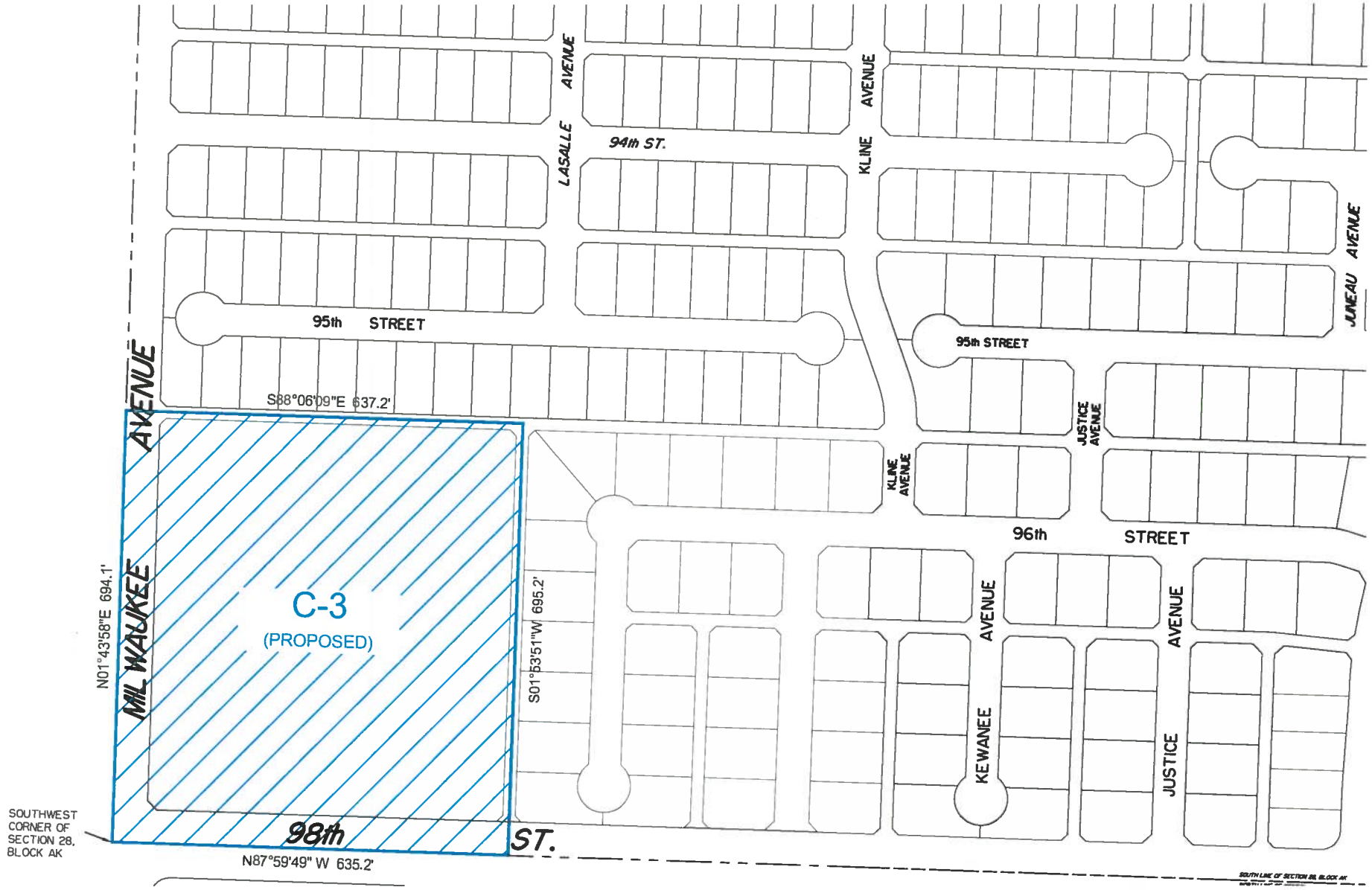
NORTH

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100078-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891



DAY ESTATES - SECTION 28, BLOCK AK
EXISTING ZONING

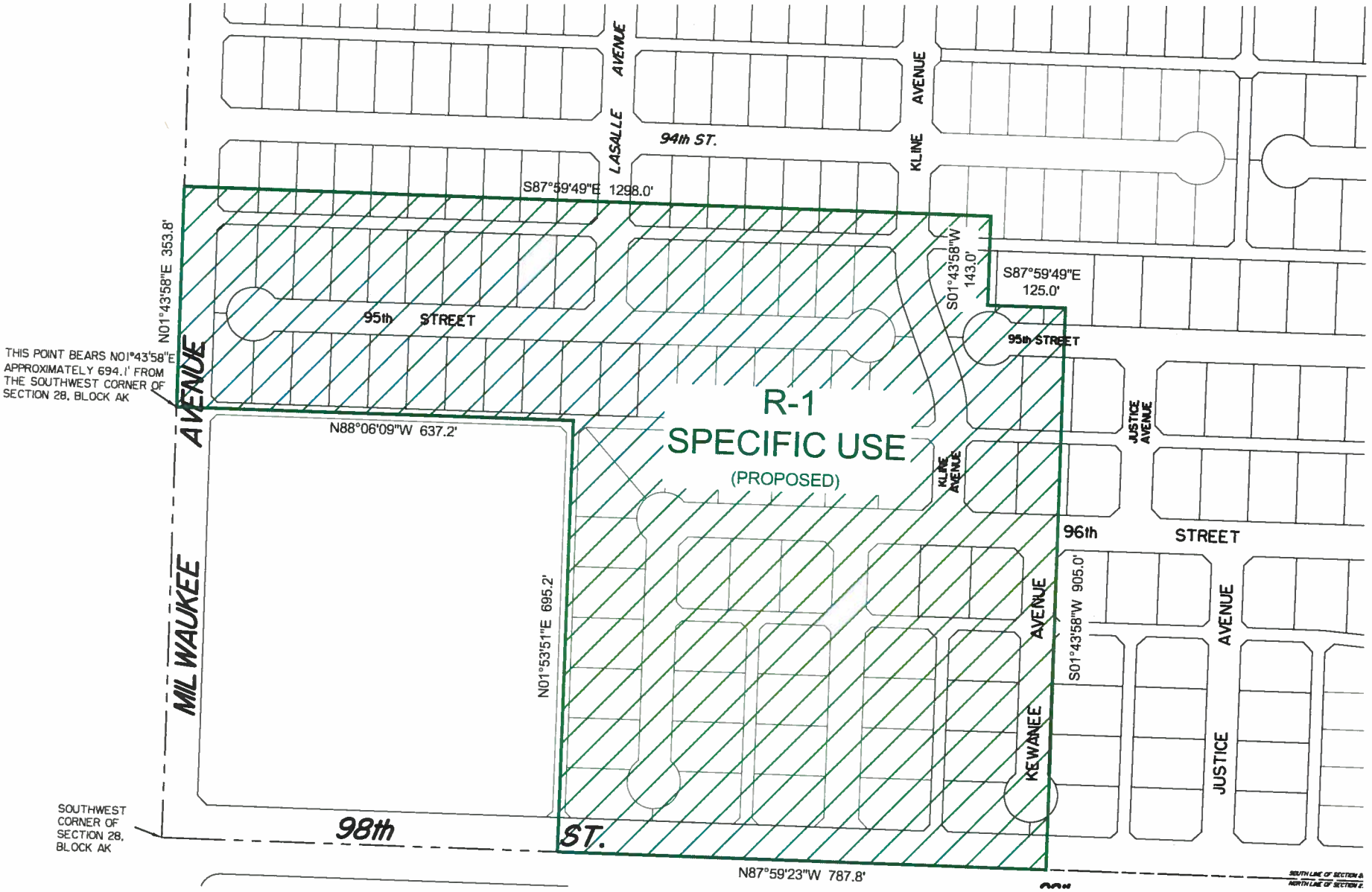
HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891



DAY ESTATES - SECTION 28, BLOCK AK
PROPOSED C-3 ZONING

NORTH

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1801 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891



DAY ESTATES - SECTION 28, BLOCK AK
PROPOSED R-1 SPECIFIC USE ZONING

NORTH

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

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.: 2871-B**

In Favor of ✓

Opposed ____

RECEIVED
MAR 25 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Dan Day

Signature: Dan Day

Address: 679 C R 224, Meadow, TX 79345

Address of Property Owned: S/ AK 28, Lubbock, TX

7 of 30

Zone Case Number: **2871-B** 94392
C C D R LTD
679 CR 224

MEADOW TX 79345-5932

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2871-B**

In Favor of ✓

Opposed ____

RECEIVED
MAR 25 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name DAN DAY

Signature: Dan Day

Address: 679 CR 224, Meadow, TX 79345

Address of Property Owned: 5/AK 2.5 Lubbock, TX

9 of 30

Zone Case Number: **2871-B** 93785
DAY ESTATES LTD
679 CR 224

MEADOW TX 79345

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.:** ***2871-B***

In Favor of ✓

Opposed ___

RECEIVED
MAR 25 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Would be more suitable to us.

Print Name Floyd & Louise Toy

Signature: Louise Toy

Address: 6502 94th St

Address of Property Owned: 6502 94th St.

27 of 30

Zone Case Number: **2871-B** 85987
TOY LOUISE & FLOYD A
6502 94TH ST

LUBBOCK TX 79424

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.:** ***2871-B***

In Favor of ✓

Opposed ____

RECEIVED
APR 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Nikki Nordell

Signature: Nikki Nordell

Address: 6506 94th St.

Address of Property Owned: 6506 94th St.

Zone Case Number: **2871-B** 85985
NORDELL, NIKKI
6506 94TH ST

LUBBOCK TX 79424

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.: 2871-B**

In Favor of X

Opposed ____

RECEIVED
APR 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name Natalie Rodriguez

Signature: Natalie Rodriguez

Address: 9804 Justice Ave

Address of Property Owned: 9804 Justice Ave.

22 of 30

Zone Case Number: **2871-B** 87667
RODRIGUEZ, NATALIE
9804 JUSTICE

LUBBOCK TX 79424

Regular City Council Meeting **6. 7.**

Meeting Date: 04/24/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for 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.

Item Summary

General comments:
The request is to rezone an area from single family lots to duplex family lots along the entrance to a collector street (Iola).

Adjacent land uses:
N: R-1 Specific Use for Reduced Setbacks (Vacant and some lots)
S: R-1 specific Use R-2 duplex (Built as Single Family Houses)
E: R-1 Specific Use for Reduced Setbacks (Vacant and some lots)
W: R-1 Specific Use for Reduced Setbacks (Vacant and some lots)

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. R-2 is considered a generally low density district. From a planning standpoint, we would consider duplexes in the same general classification as Townhomes, Gardenhomes, and Single Family residences.

Zoning Policy:
R-2 lots are more densely populated than R-1 Lots. R-1 lots require a lot size minimum of 5000 sqft and R-2 would require 3000 square feet for each dwelling.

Effect on the adjacent street and thoroughfare system:
There should be little negative effect on the thoroughfare system. Iola, although typically on the half mile, at this particular location has veered to the west and thus creating a break on 98th Street ending at Juneau. Being a collector half mile between two major thoroughfares, Milwaukee and Frankford, staff would support a buffer district and could handle any added traffic created by this more densely populated area.

Recommendations:
On April 3, 2014 the Planning & Zoning Commission recommended the request with a vote of 5-1, with the following condition:
1. 20 feet front setbacks.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2871-C

Zone Case 2871-C

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2871-C;** 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,** 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. 2871-C

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** Specific Use to **R-2** Specific Use for **reduced setbacks** on **3.2 acres of unplatted land out of Block AK, Section 28,** City of Lubbock, Lubbock County, Texas, located at **Iola Avenue, north of 98th 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 have 20 foot front setbacks.**

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 **Iola Avenue, north of 98th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

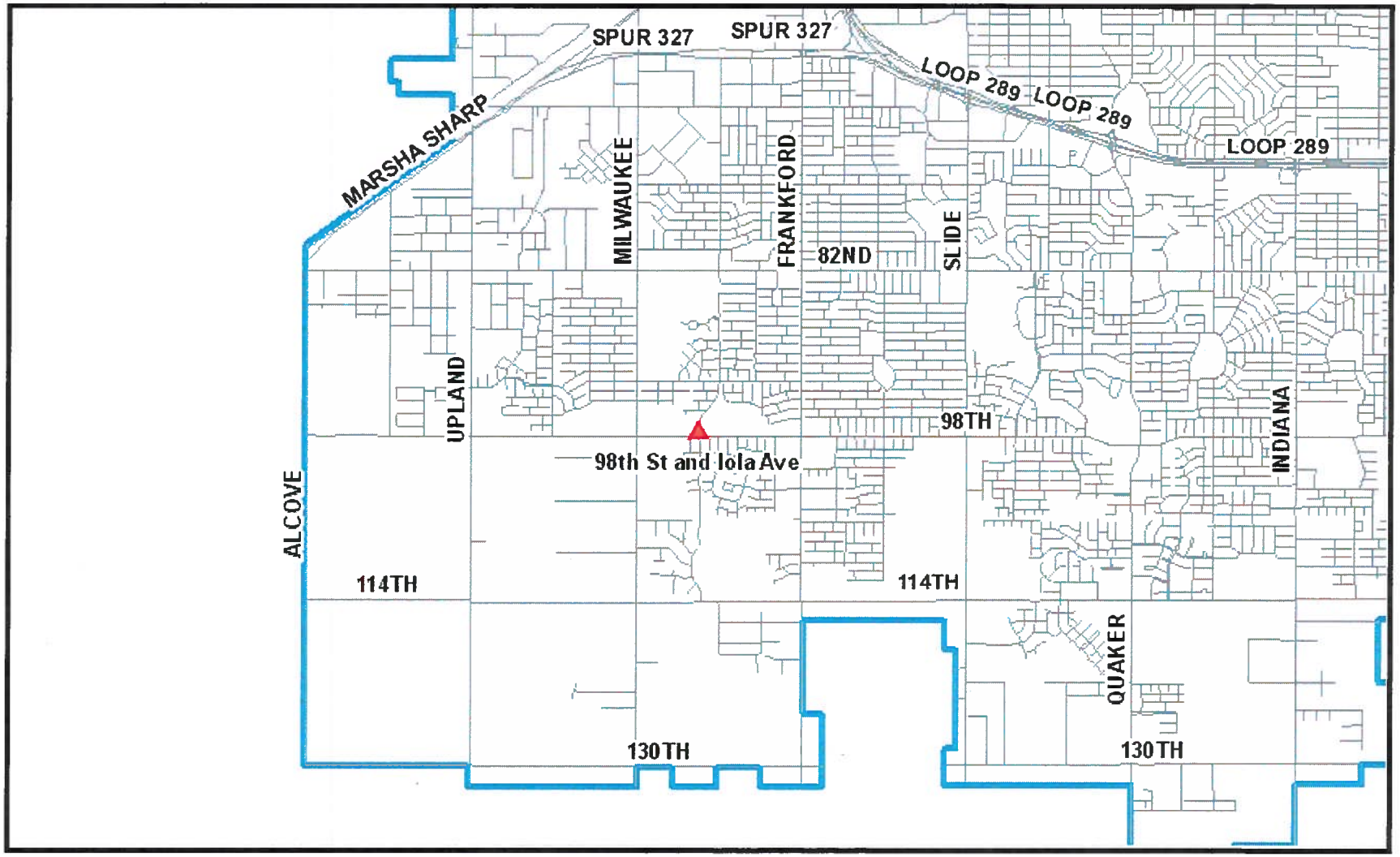
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

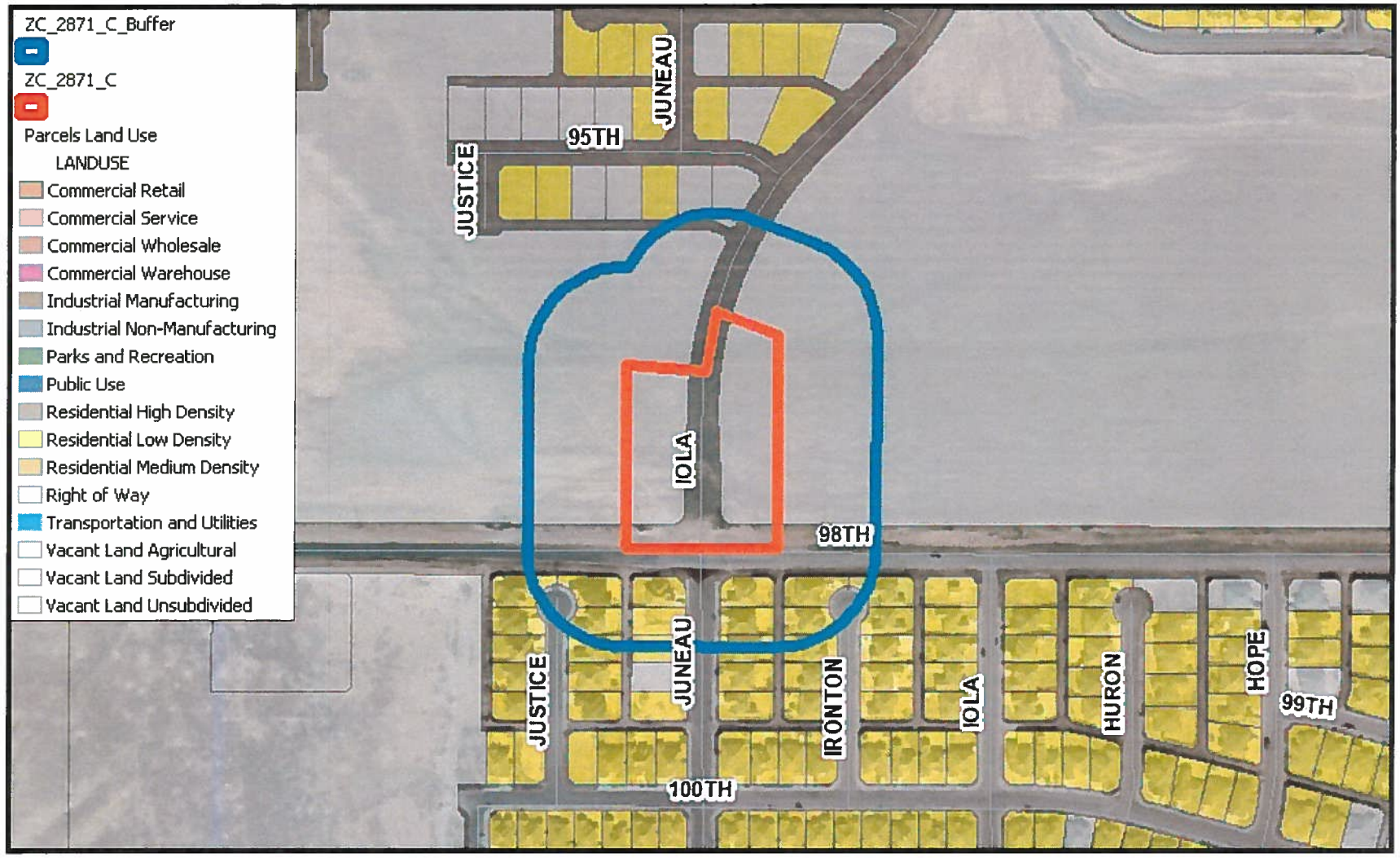
APPROVED AS TO FORM:

Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC2871-C
April 3, 2014

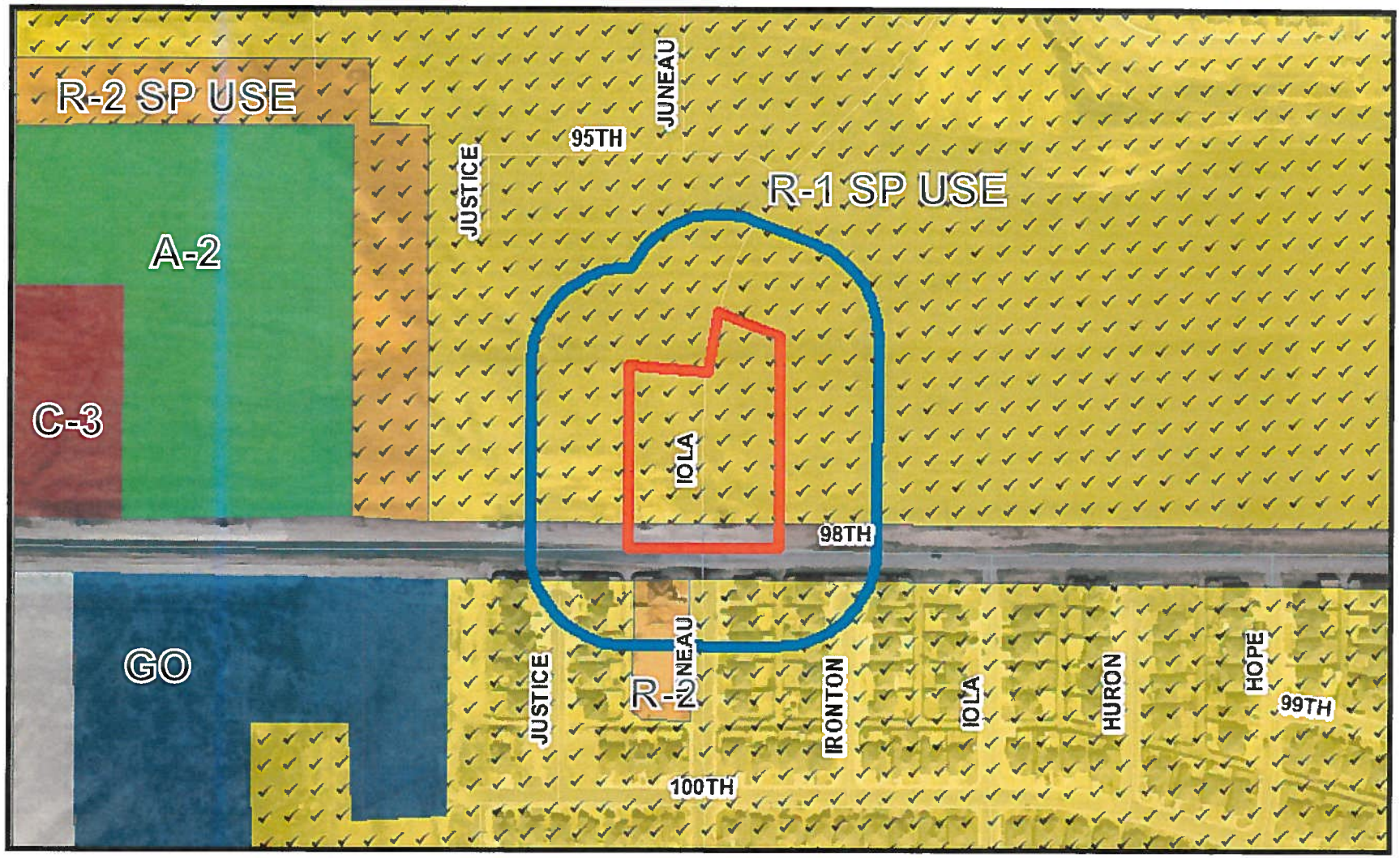


P.Z.C. Case 2871-C



P.Z.C. Case 2871-C

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).



P.Z.C. Case 2871-C Zoning

APPLICATION FOR ZONE CHANGE

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

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

For
Dan Day
679 CR 224
Street/Post Office Box
Meadow **TX** **79345**
City State Zip
(806) 548-4747
Telephone

Location or Address: **Section 28, Block AK**

Legal Description:* **See Metes and Bounds**

Existing Land Use: **Residential**

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

Acreage or Square Footage of Property: **3.2 Acres**

Zoning Requested: **R-2** Specific Use for reduced setback
20' front

Proposed Development: **Phased Residential**

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

Terry Holeman
Applicant's Signature

March 10, 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: **$484.00**
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

MTB Map 21

Zone Case No.: 2871-SC **Agenda No.:** _____

Request for zoning change from: R-1 SU **To:** R-2

3.2 acres of unplatted land out of Block AK section 28

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 10/a ove north of ~~and~~ 98th St

SR

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.:** ***2871-C***

In Favor of ✓

Opposed ____

RECEIVED
MAR 25 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name DAN DAY

Signature: Dan Day

Address: 679 CR 224, Meadow, TX 79345

Address of Property Owned: S/A K28 Lubbock, TX 9

Zone Case Number: **2871-C** 93743
C C D R LTD
679 CR 224

MEADOW TX 79345-5932

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.: 2871-C**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
MAR 25 REC'D
PLANNING DEPARTMENT

Print Name Dan Day

Signature: Dan Day

Address: 679 CR 224 Meadow, TX 79345

Address of Property Owned: S/ AK28, Lubbock, TX

4 of 16

Zone Case Number: **2871-C** 93790
DAY ESTATES LTD
679 CR 224

MEADOW TX 79345

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

7

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2871-C**

In Favor of ____

Opposed X

Reasons and/or Comments:
This zone change from R-1 to R-2 will provide the opportunity for properties to be built that will promote rental property instead of single family home ownership. We feel this change goes against the fabric of the established neighborhood across 98th Street and will lower property values over time.

RECEIVED
MAR 31 REC'D
PLANNING DEPARTMENT

Print Name Wes and Susan Everett

Signature: Wes Everett

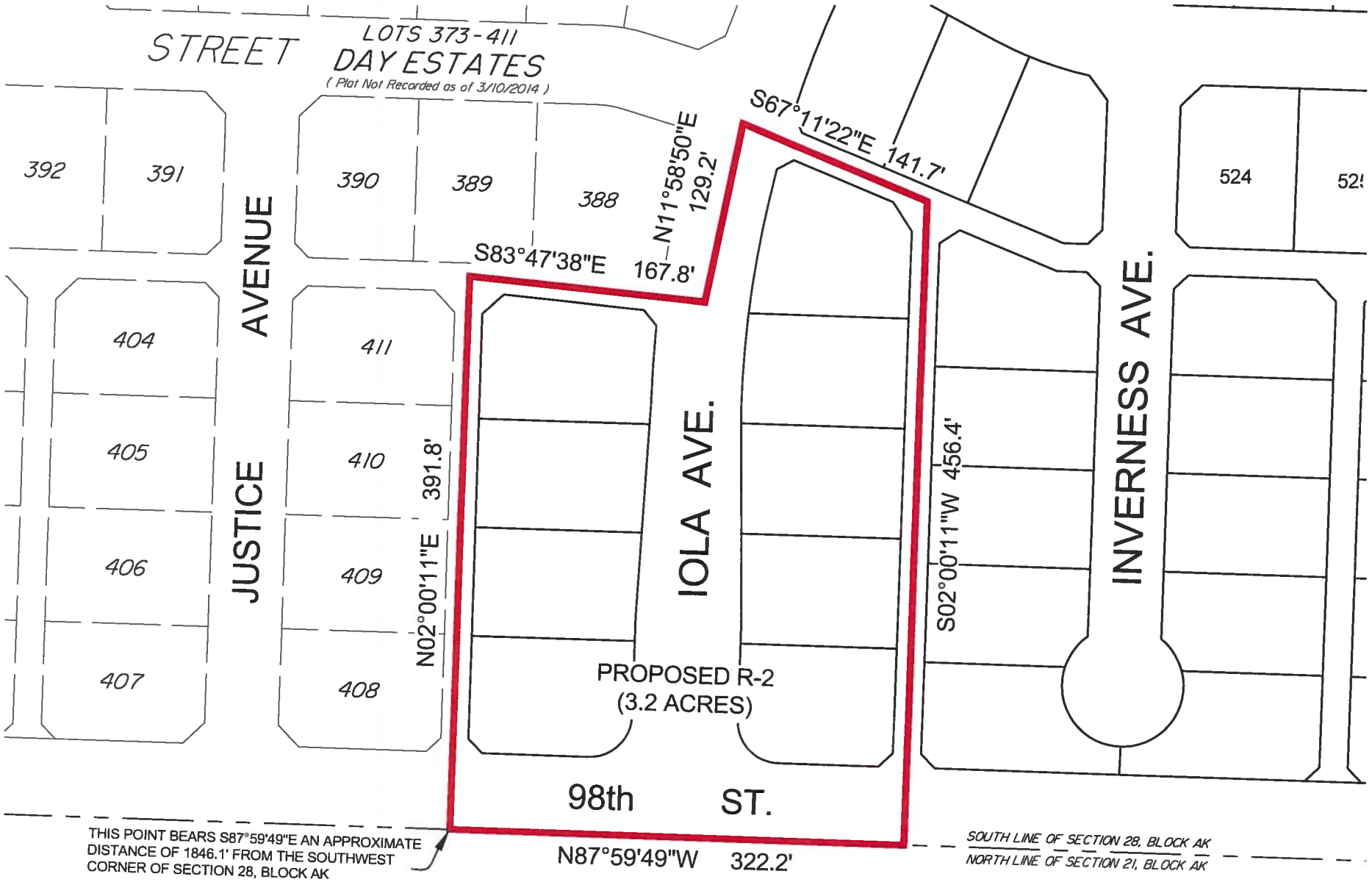
Address: 9801 Justice Ave

Address of Property Owned: 9801 Justice Ave

6 of 16

Zone Case Number: **2871-C** 87665
EVERETT SUSAN A & WESLEY
9801 JUSTICE AVE

LUBBOCK TX 79424



PROPOSED R-2 ZONING LOCATED IN SECTION 28, BLOCK AK

NORTH

HUGO REED AND ASSOCIATES, INC.

Regular City Council Meeting **6. 8.**

Meeting Date: 04/24/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for 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.

Item Summary

General comments:
This is a comprehensive request for approximately 124 acres. The request includes a large single family portion with reduced setbacks, a small garden home development, a GO development along 114th Street near Chicago Avenue, and an apartment tract buffering a portion of the residential from the commercial corner of 114th Street and Slide Road.

Adjacent land uses:
To the north is zoned R-1 but consists mostly of a large playa lake. To the west is a developing single family neighborhood. To the east is commercial along Slide Road with vacant land south of 114th Street.

Comprehensive Land Use Plan:
The request is consistent with the CLUP with minor changes for the locations of the Garden Office and Apartment tracts.

Zoning Policy:
Along with the minor changes to the CLUP, the request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on the thoroughfare system. 114th Street at some point in the future should be built out as a full width thoroughfare.

Recommendations:
On April 3, 2014 the Planning & Zoning Commission recommended the request with a unanimous vote, with the following conditions:
1. For the R-1 lots:
a. 20 feet front setback.
b. 5 feet front setback for cul-de-sac lots.
c. 5 feet side setbacks on corner lots, excluding Chicago with a 5 feet side setback for fences.
d. 0 rear setback for non-rear facing third car garages.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Interim Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3096-B

Zone Case 3096-B

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3096-B;** A ZONING CHANGE FROM **R-1 SPECIFIC USE, GO, AND C-3** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS, R-1 SPECIFIC USE FOR GARDEN HOMES, GO, AND A-2** ON **124 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 25,** 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. 3096-B

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, GO, and C-3** to **R-1 Specific Use for reduced setbacks, R-1 Specific Use for garden homes, GO, and A-2** on **124 acres of unplatted land out of Block E-2, Section 25,** City of Lubbock, Lubbock County, Texas, located at **north of 114th Street and west of Slide Road,** subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT for the R-1 lots, the property shall have:**

   a) **a 20 foot front setback;**

   b) **a 5 foot front setback for cul-de-sac lots;**

   c) **5 foot side setbacks on corner lots, excluding Chicago with a 5 foot side setback for fences; and**

   d) **0 foot rear setback for non-rear facing third car garages.**

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, GO, and C-3** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **north of 114th Street and west of Slide Road**, 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

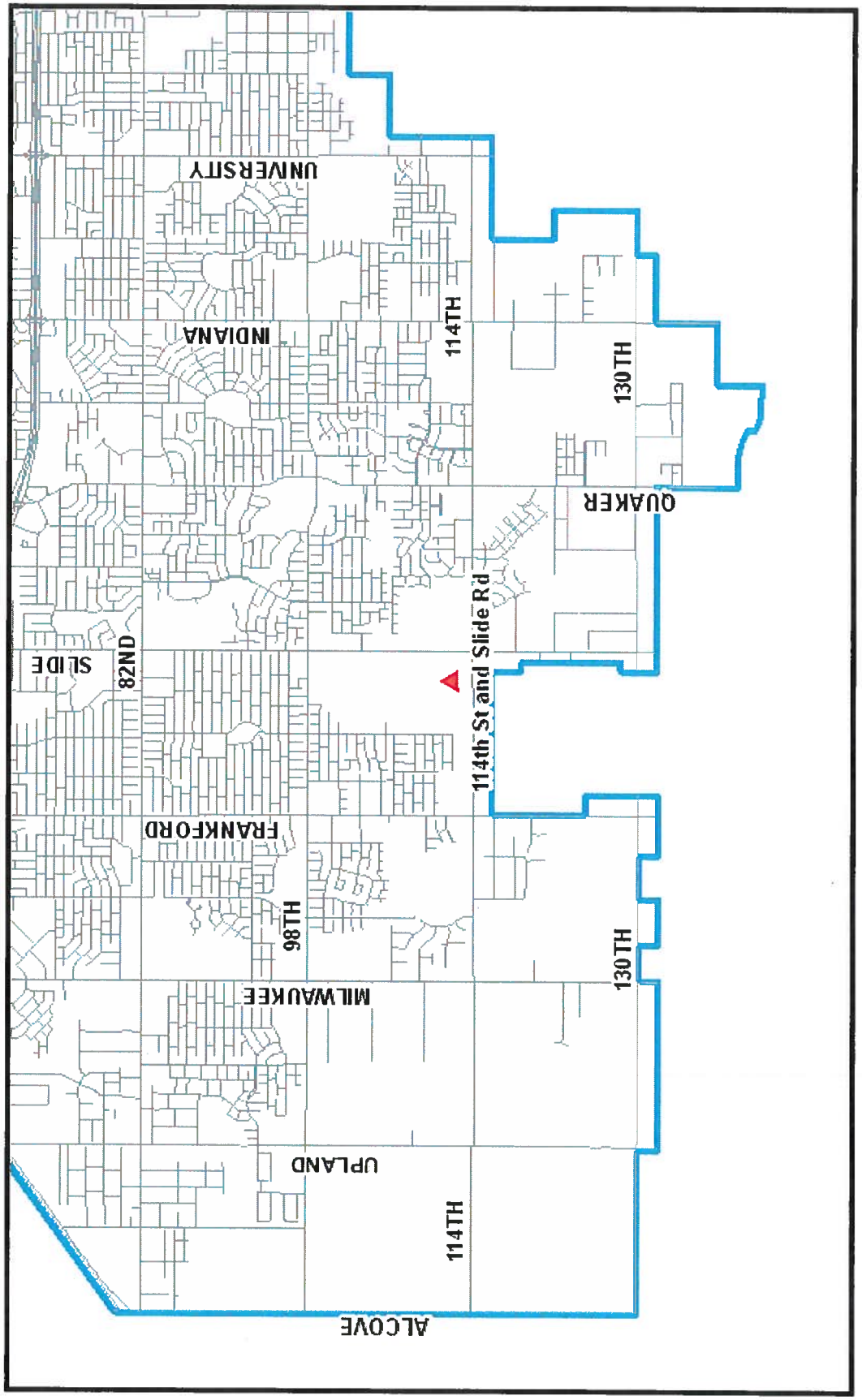
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

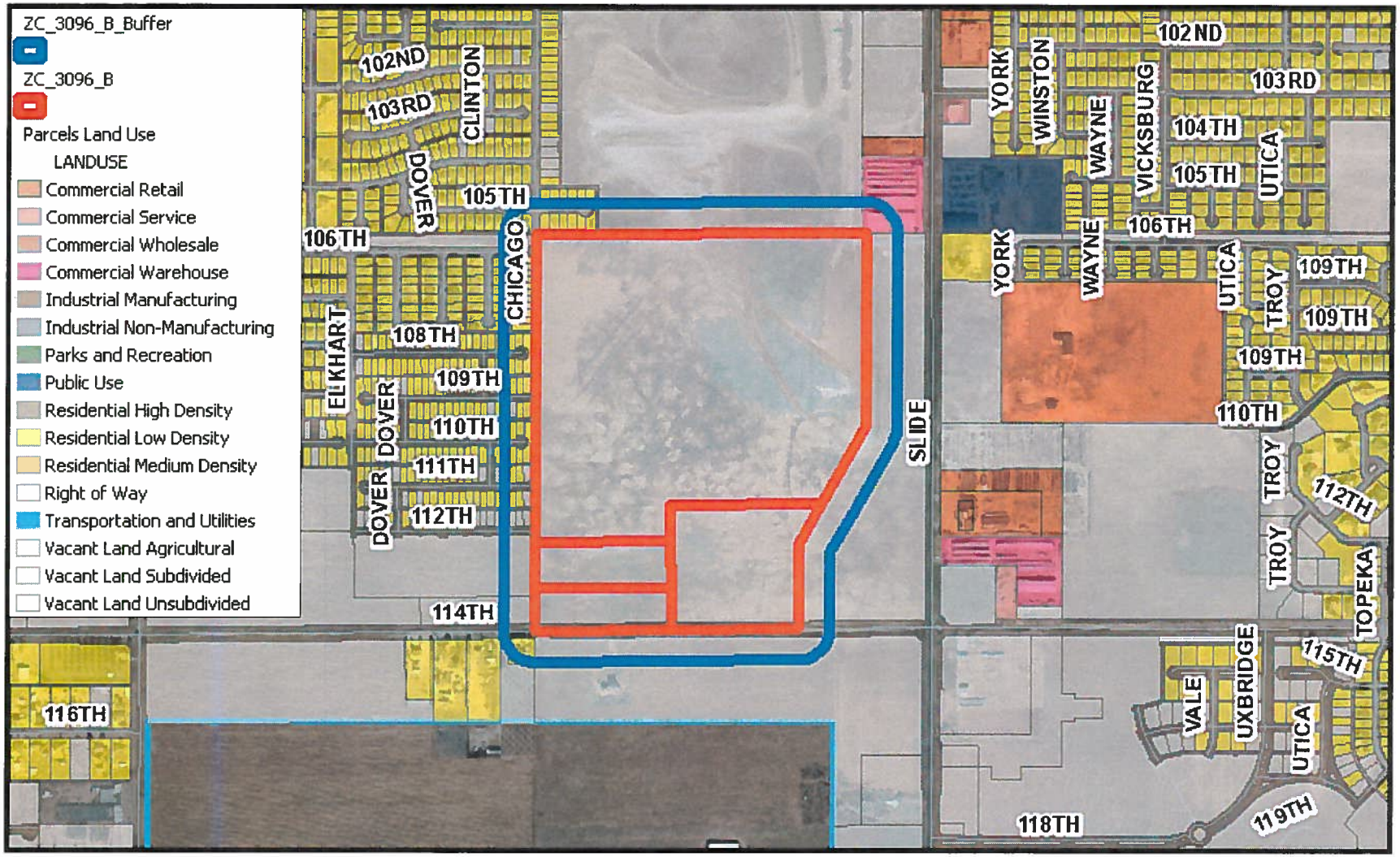
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3096-B
April 4, 2014

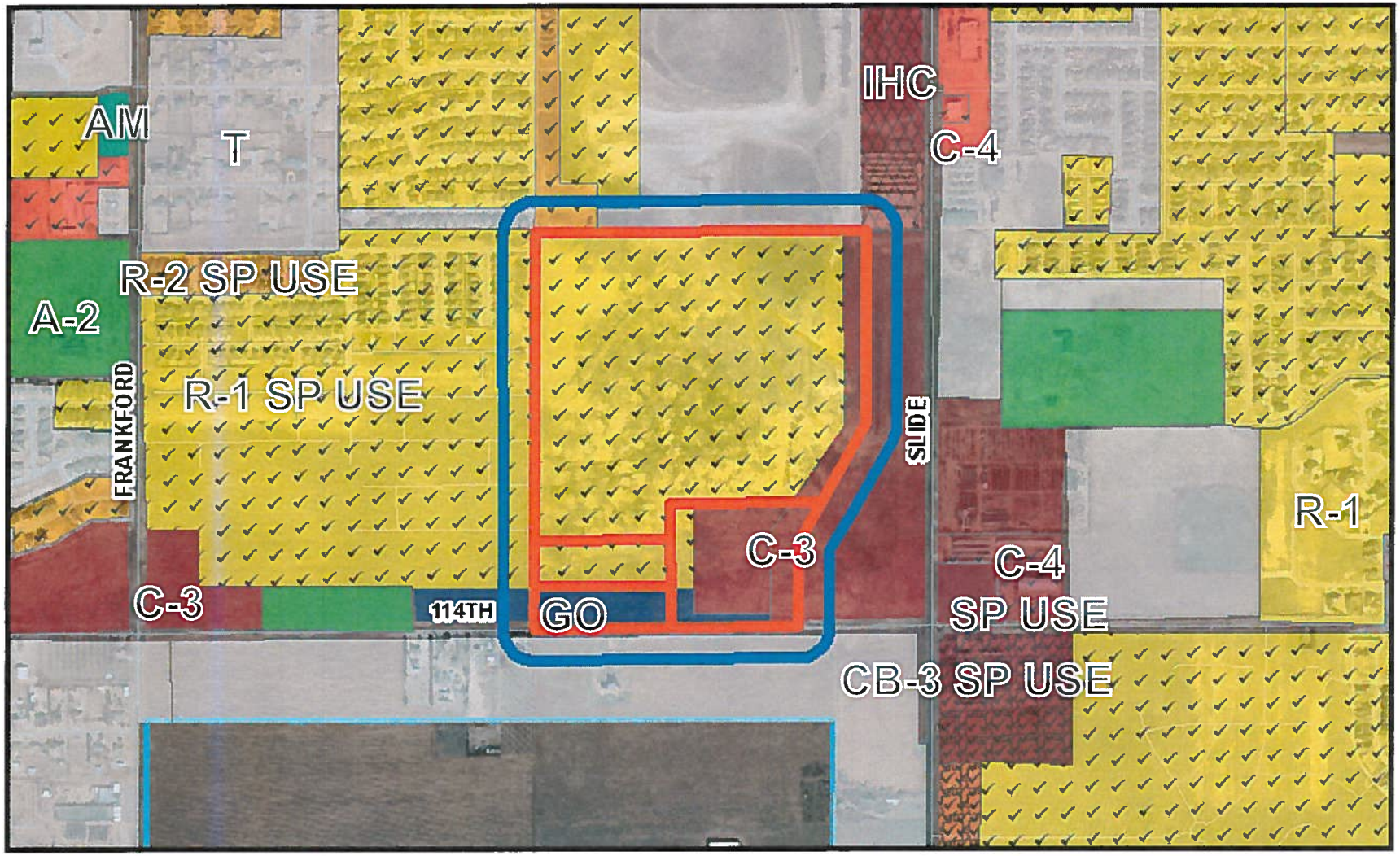


P.Z.C. Case 3096-B



P.Z.C. Case 3096-B

Request of Hugo Reed and Associates, Inc. (for Abbey Glen Partners, LLC) for a zoning change from R-1 Specific Use, GO, and C-3 to R-1 Specific Use for reduced setbacks, R-1 Specific Use for garden homes, GO, and A-2, north of 114th Street and west of Slide Road



P.Z.C. Case 3096-B Zoning

APPLICATION FOR ZONE CHANGE

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

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

For
Abbey Glen Partners, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas | **TX** | **75248-1389**
City | State | Zip
214-850-8838
Telephone

Location or Address: Section 25, Block E-2

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: R-1 Specific Use, GO, C3

Acreage or Square Footage of Property: 124.0 Acres

Zoning Requested: A-2, GO, R-1 Specific Use (94.8 Acres)as follows: Front set-back to 20', Front setback on cul-de-sac lots to 5', Side set-back on end lots (Excluding Chicago Avenue) to 5'. Where 5' side setback is used, side fence must be placed at 5' set-back line. Non-rear facing garage may be constructed to a zero (0') rear set back. R-1 Specific Use (6.5 Acres) for garden homes.

Proposed Development: Phased single-family residential

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

Terry Holeman
Applicant's Signature

March 10, 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: $844.00 (Ford Development #3601)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

---

reciept 18052 Ck# 3601

For City Use Only

M+B map 42

Zone Case No.: 3096-B

Agenda No.:

Request for zoning change from: R-1SU, GO, C-3

To: R-1SU, GO, A-2

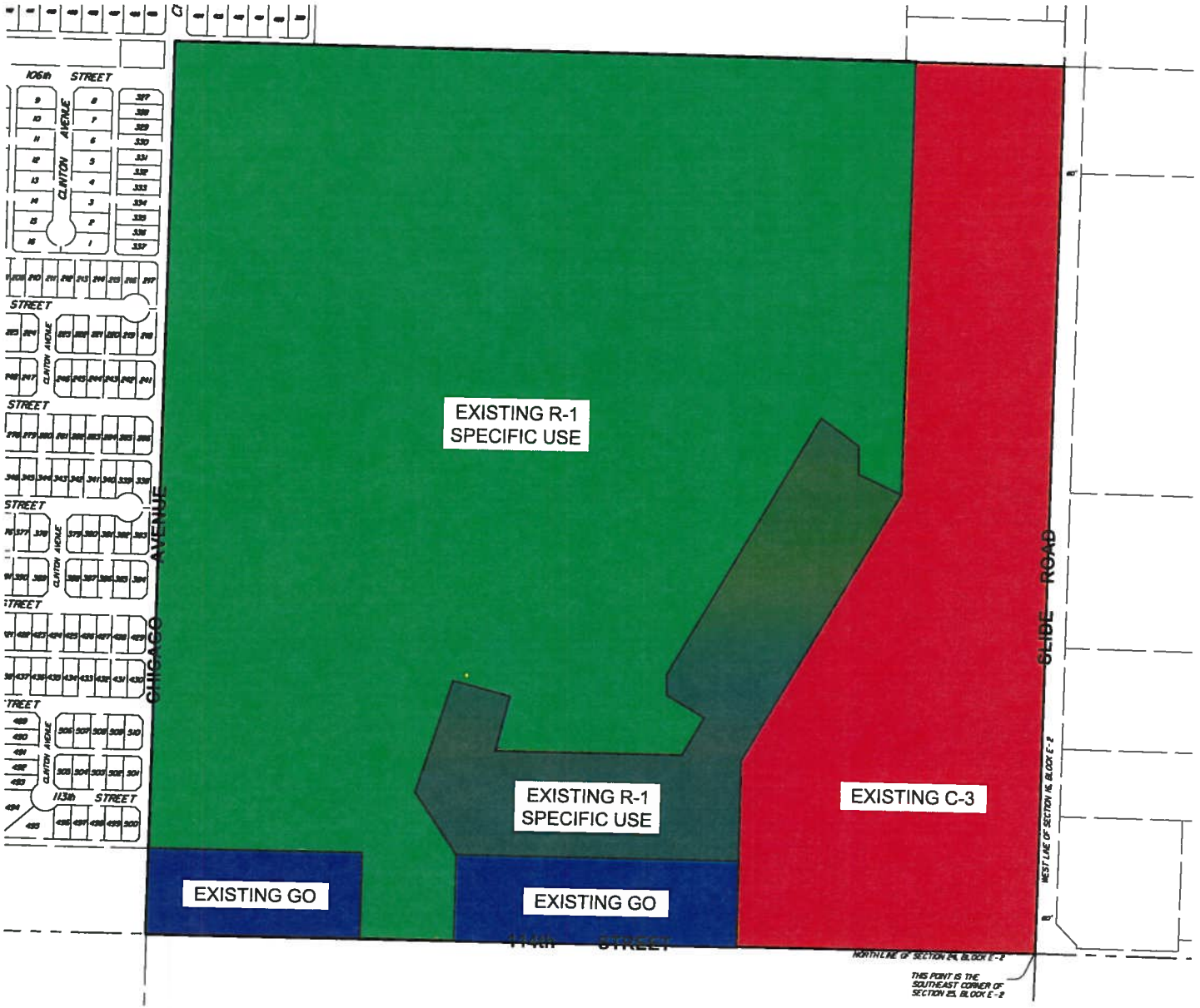
124.0 acres of unplatted land out of block E-2, Section 25

on Lot(s):

Block(s):

Subdivision:

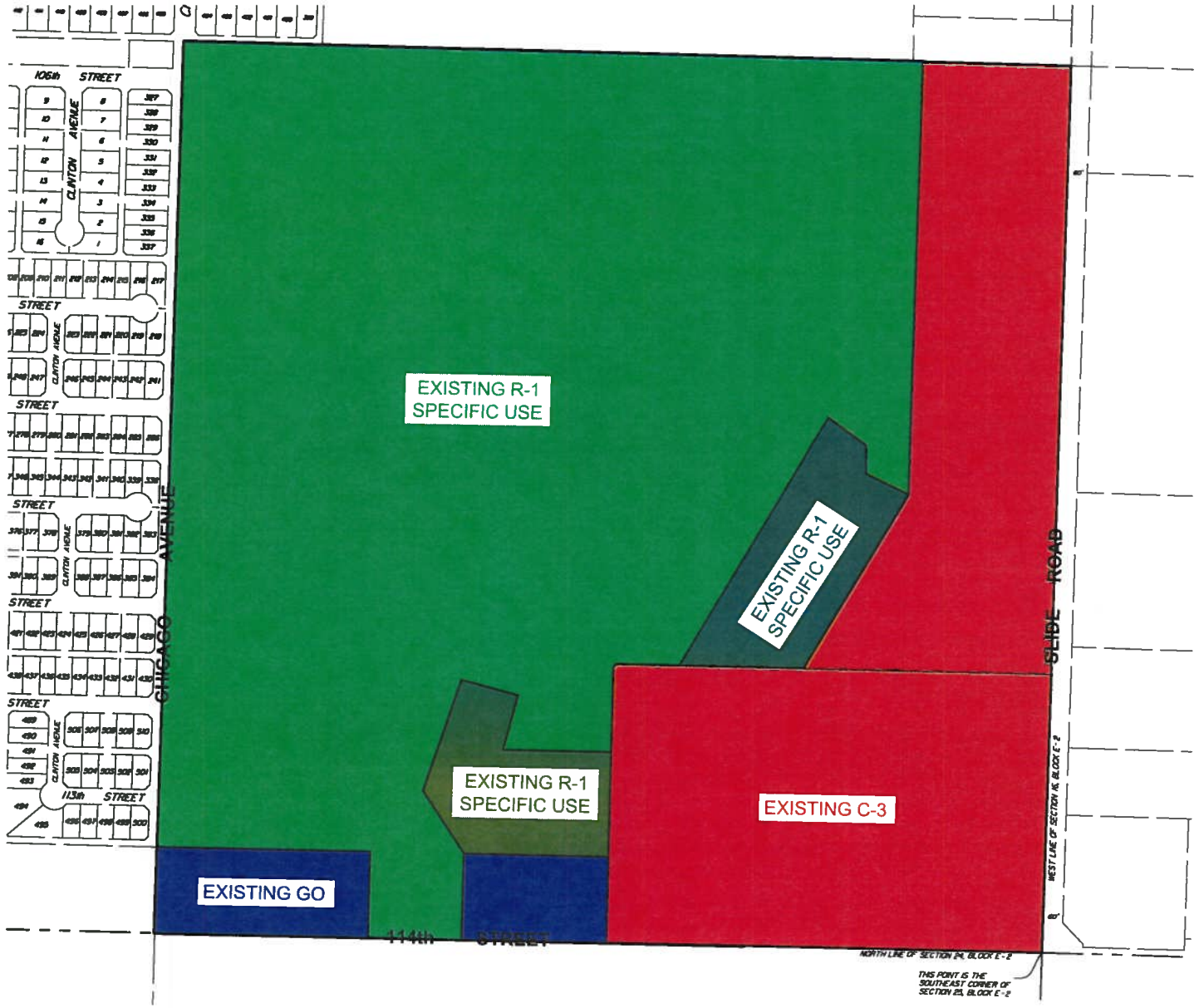
Address: north of 114th St and west of Slide Rd



ZONING (2009)
LOCATED IN SECTION 25, BLOCK E-2

FORD DEVELOPMENT

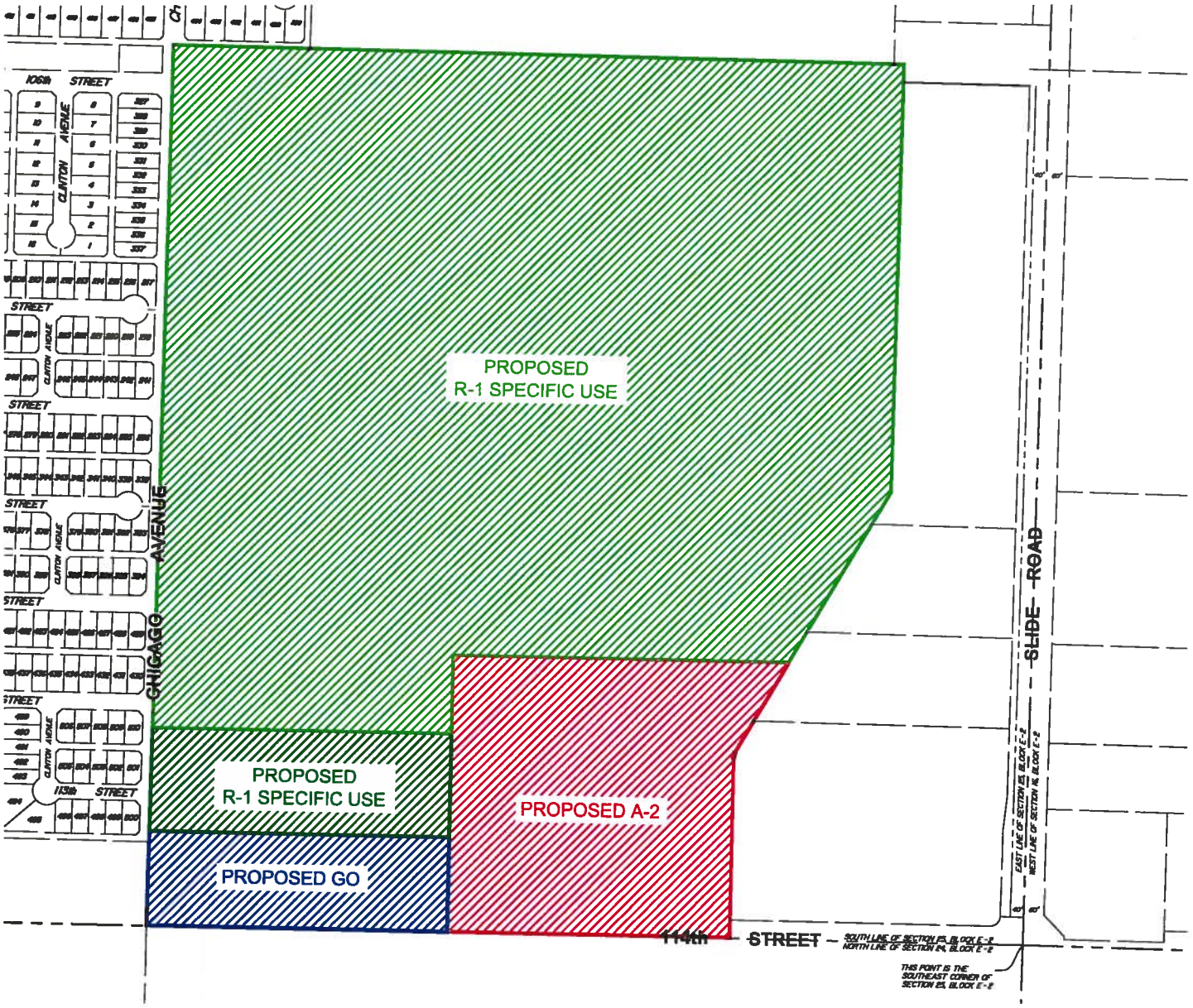
HUGO REED AND ASSOCIATES, INC.



EXISTING ZONING (2013)
LOCATED IN SECTION 25, BLOCK E-2

FORD DEVELOPMENT

HUGO REED AND ASSOCIATES, INC.



PROPOSED ZONING LOCATED IN SECTION 25, BLOCK E-2

FORD DEVELOPMENT

HR HUGO REED AND ASSOCIATES, INC.

18

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.: 3096-B**

In Favor of ____

Opposed X

RECEIVED
MAR 3 1 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Attached letter

Print Name Myrtle Mc Donald

Signature: Myrtle Mc Donald

Address: 5413 114th St Lubbock, Tx 79424

Address of Property Owned: 80 acres SW corner Slide & 114th

32 of 50

Zone Case Number: 3096-B 91737
MC DONALD, MYRTLE
11706 FM 1730

LUBBOCK TX 79424

8

MYRTLE McDONALD, PLLC
ATTORNEY AT LAW
3305 66th STREET, SUITE 3
LUBBOCK, TEXAS 79413
TELEPHONE (806) 792-0056
FACSIMILE (806) 589-0790

March 31, 2014

FAX 806 775-2100
Planning and Zoning Commission
City of Lubbock
P. O. Box 2000
Lubbock, TX 79457

RECEIVED
MAR 3 1 REC'D
PLANNING DEPARTMENT

Re: Zone Case No. 3096-B
April 3, 2014

Ladies and Gentlemen:

I have just been made aware of the above zone case set for Thursday, April 2, 2014, as I have been out of town.

I own property directly to the south of the property in questions, that being the 80 acres on the southwest corner of Slide Road and 114th Street. The request asks for a change for a portion of the area on 114th Street to be zoned as A-2 high density apartments. It is my understanding that the request seeks a plat for 16.8 acres in a square plot facing 114th Street.

I oppose the zoning change with regard to the A-2 portion. The traffic situation in this area is very difficult. There is an elementary school nearby which has increased the traffic flow greatly. It appears that the flow of traffic from any apartments would be directly onto 114th Street creating additional congestion. Apartments covering 16.8 acres would create a substantial population which not only cause traffic congestion but would increase population in nearby Cooper schools which are at or near capacity.

I have not viewed the proposed plat; however, it is my opinion that A-2 high density apartment zoning is not appropriate for that property and I oppose the zoning change. Regretfully, I will be out of town and no be able to attend the hearing but would appreciate your consideration in this proposed zone change.

Very truly yours,

Myrtle McDonald

Regular City Council Meeting **6. 9.**

Meeting Date: 04/24/2014

Information

Agenda Item

Public Hearing 6:30 p.m. – Planning: Consider a request for 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.

Item Summary

General Comments:
The proposal is to clean-up and rezone a tract of land left over as C-2A within a C-3 corner.

Adjacent land uses:
N: C-3 Gas Station Alon
S: C-3 Parking lot and First Bank and Trust
E: C-3 Slide Road and Walgreens
W: C-3 Covenant

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Zoning Policy:
As a part of a larger development at the corner of two thoroughfares, the C-3 zoning designation is appropriate. The original zone case was for a short term office and motor bank for First Bank and Trust until the new facility was built to the south. The rest of the area, everything adjacent to this parcel is zoned C-3. We recently had a zone case that should have encompassed this tract on the request, this case is simply to match the zoning for the entire corner.

Effect on the adjacent street and thoroughfare system:
There should be little to no impact on traffic or the thoroughfare system. Any new curb cuts will be consistent with the current Traffic Engineering curb cut access plan.

Recommendations:
On April 3, 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

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3072-B;** A ZONING CHANGE FROM **C-2A** TO **C-3** ZONING DISTRICT ON **THE NORTH 152 FEET OF THE EAST 98 FEET OF TRACT 2 AND THE NORTH 130.33 FEET OF TRACT 3,** 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. 3072-B

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2A** to **C-3** zoning district on **the north 152 feet of the east 96 feet of Tract 2 and the north 130.33 feet of Tract 3**, City of Lubbock, Lubbock County, Texas, located at **9812 Slide Road.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

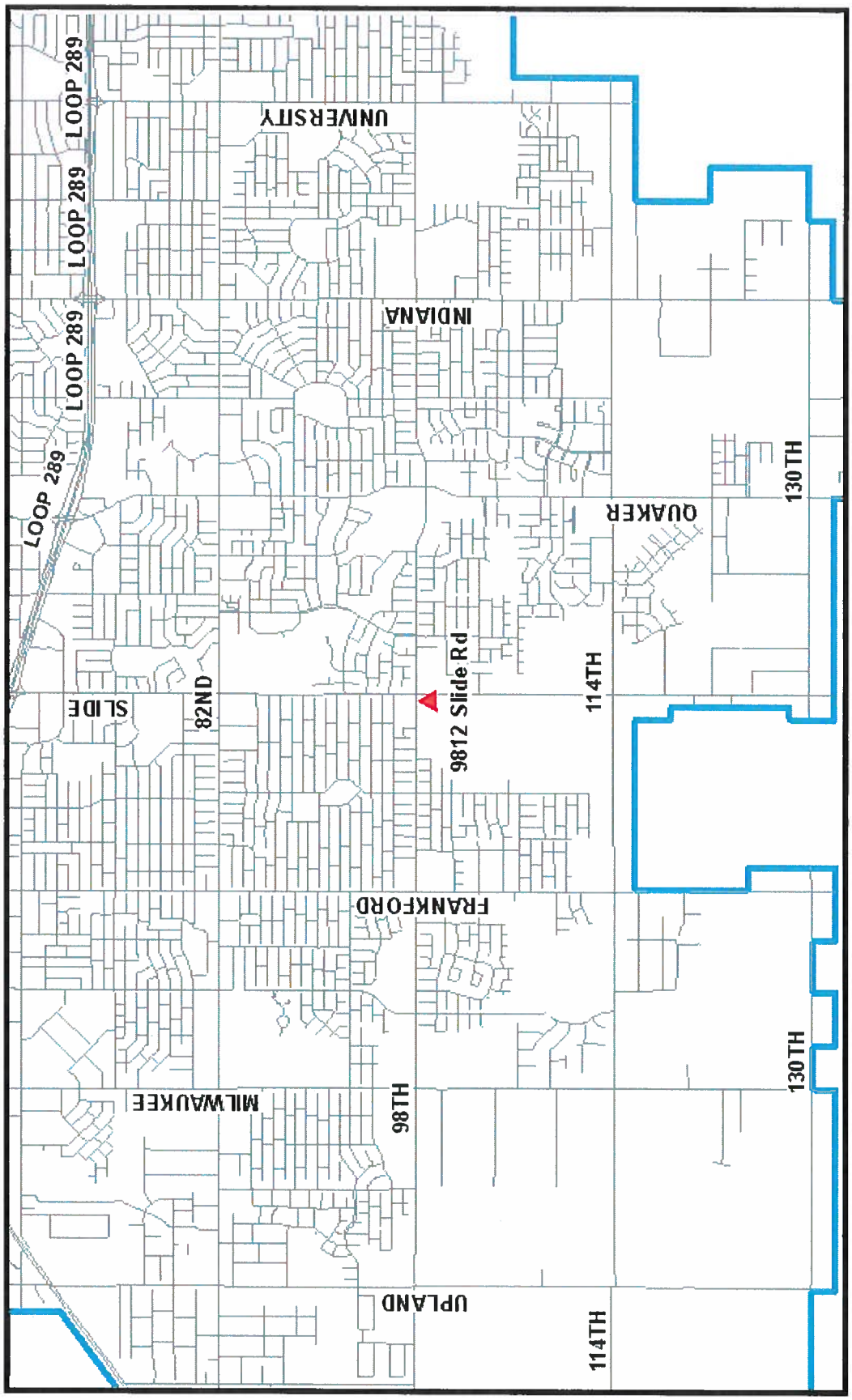
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

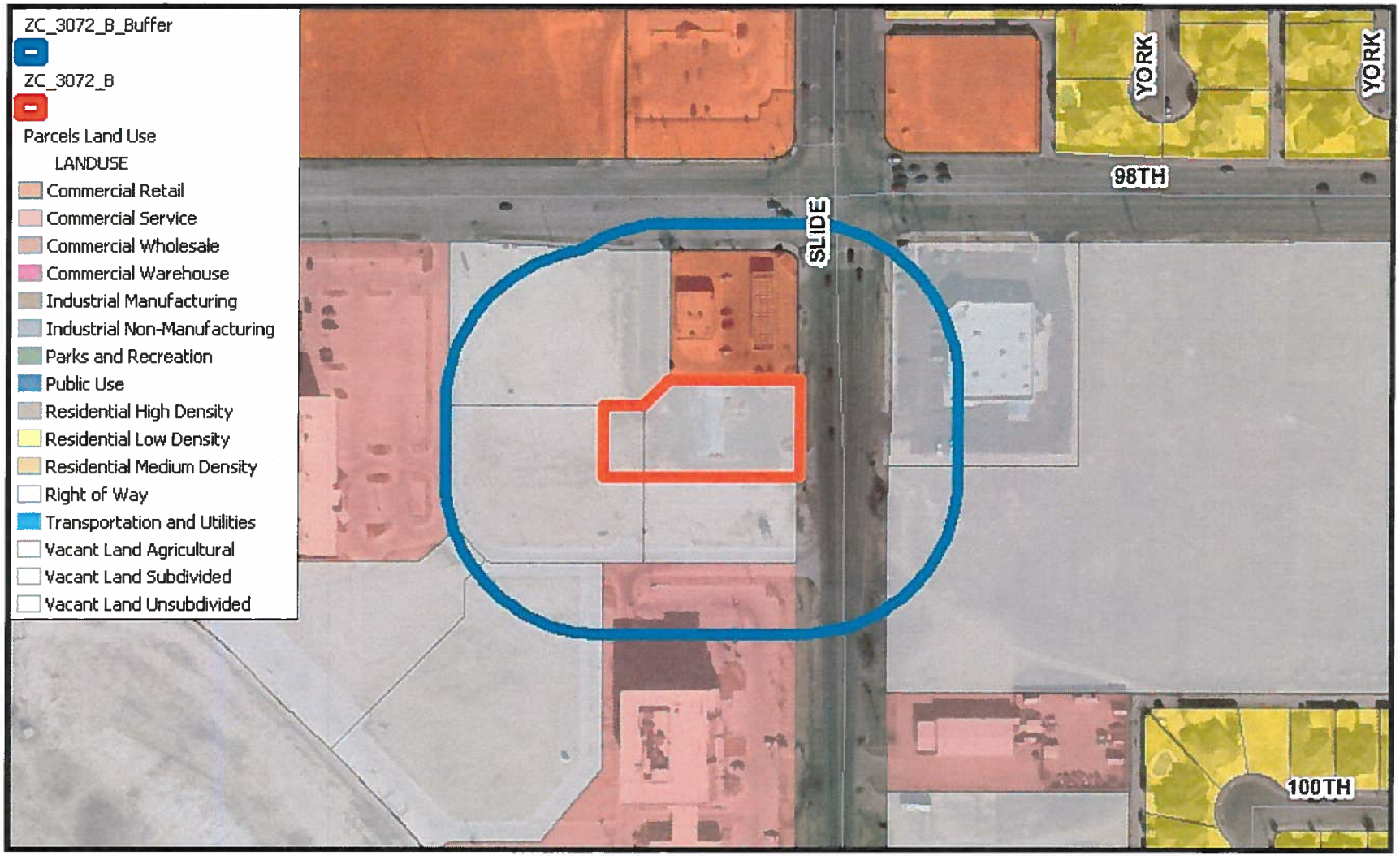
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC3072-B
April 3, 2014

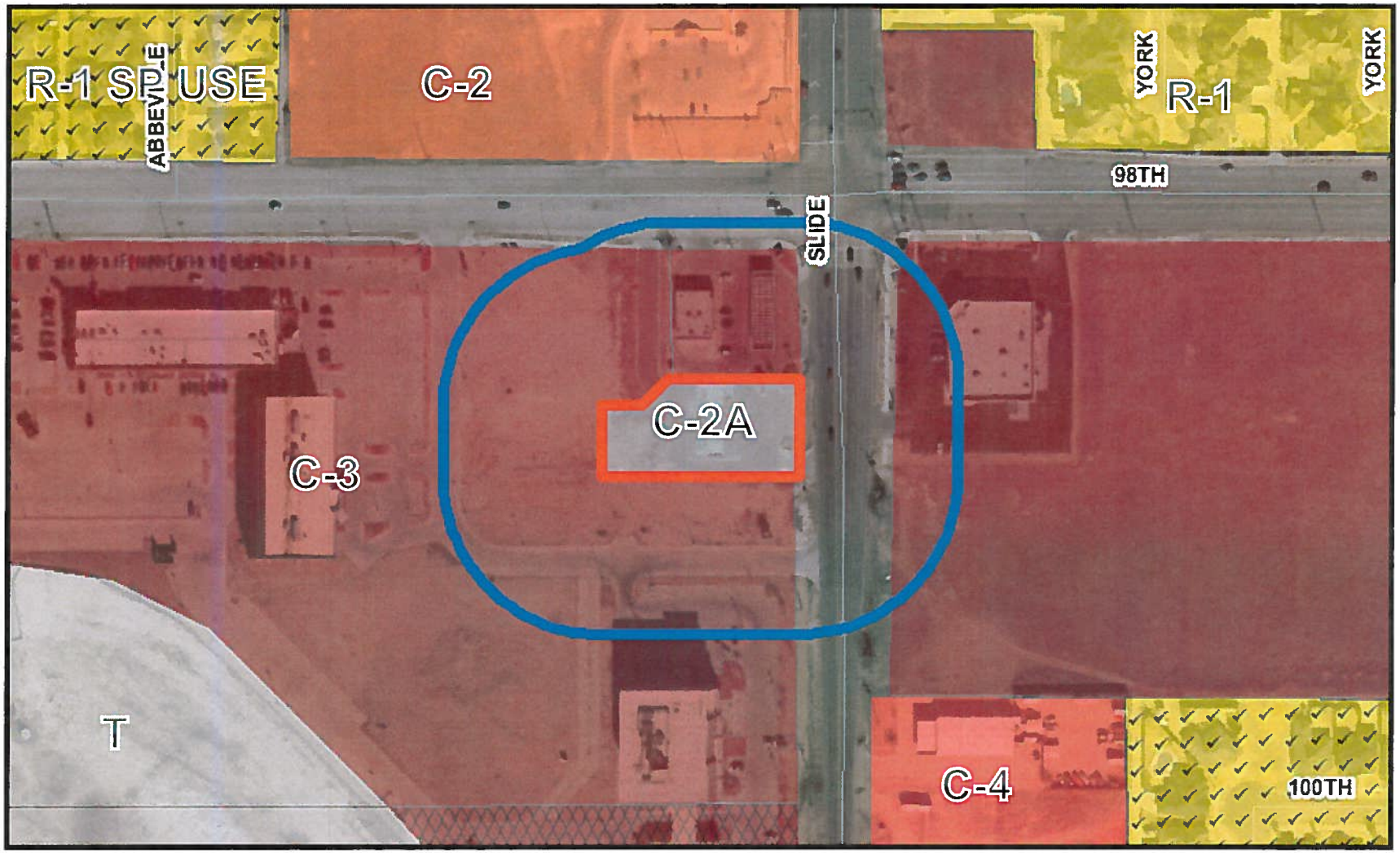


P.Z.C. Case 3072-B



P.Z.C. Case 3072-B

Request of Martin Shrader (for Solon Management Strategies) for a zoning change from C-2A to C-3, 9812 Slide Road



P.Z.C. Case 3072-B Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Martin Shrader

Solon Management Strategies
Street/Post Office Box

7661-N. Perimeter RD Suite #100
City State Zip

( ) Indianapolis IN · 46241
Telephone 317-431-7941

For

Street/Post Office Box

City State Zip

( )
Telephone

Location or Address: 9812 - SLIDE

Legal Description:*

Existing Land Use: & vacant/Parking **Existing Zoning:** C2-A.

Acreage or Square Footage of Property:

Zoning Requested: C-3

Proposed Development:

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

Applicant's Signature **Date**

Filing Fee:
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

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

SEE: 3072-A rec. 18024 CK# 2009

For City Use Only

M-B map 42

Zone Case No.: **Agenda No.:** 3072-B

Request for zoning change from: C-2A **To:** C-3

on the N 152' of the E 96' of Tract 2 and the N 130.33' of Tract 3

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 9812 Slide Rd

LAND SURVEYORS
CIVIL ENGINEERS

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

METES AND BOUNDS DESCRIPTION of a portion of Tract 1, Southwest Lubbock Health Center Addition to the City of Lubbock, being further described as follows:

BEGINNING at the Northeast corner of Tract 1, Southwest Lubbock Health Center Addition to the City of Lubbock

THENCE S. 00°04'00" E. an approximate distance of 175.0 feet to a point;

THENCE S. 44°57'15" W. an approximate distance of 48.5 feet to a point;

THENCE S. 89°57'15" W. an approximate distance of 54.7 feet to a point;

THENCE N. 00°04'00" W. an approximate distance of 210.6 feet to a point found in the South right-of-way of 98th Street;

THENCE S. 87°11'10" E., along the said South right-of-way, an approximate distance of 26.0 feet to a point;

THENCE N. 89°57'15" E., continuing along the South right-of-way, an approximate distance of 63.0 feet to the Point of Beginning.

Contains an approximate 0.4 acres.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT AN ACTUAL SURVEY.

Prepared for Racer Car Wash
January 17, 2014

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.

notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then

ZC# 3072

Issued Simultaneously With

Policy No.

1000 Code | 2,641.00 Total Premium

OWNER POLICY SCHEDULE A

GF No.: **26966**

Owner Policy No.: **TO 1169976**

Date of Policy: **8/ 6/02 11:58 a.m.**

Amount of Insurance: **$ 362,500.00**

Premium: **$ 2,641.00**

1. **Name of Insured:**

   First Bank and Trust Co.

2. The estate or interest in the land that is covered by this policy is:

   fee simple

3. Title to the estate or interest in the land is insured as vested in:

   First Bank and Trust Co.

4. The land referred to in this policy is described as follows:

   METES AND BOUNDS DESCRIPTION of a 1.148 acre tract of land, more or less, located in Section 25, Block E-2, Lubbock County, Texas, being further described as follows:
   BEGINNING at an "X" cut in concrete in the South right-of-way line of 98th Street for the Northwest corner of Tract "A", Meadows South Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 6299, Page 32, of the Real Property Records of Lubbock County, Texas and the most Northerly Northeast corner of this tract, which bears S. 89°57'15" W. a distance of 230.00 feet and S. 00°04' E. a distance of 65.00 feet from the Northeast corner of Section 25, Block E-2, Lubbock County, Texas;
   THENCE S. 00°04' E., along the West line of said Tract "A", a distance of 175.00 feet to a ½" iron rod with cap set for the Southwest corner of said Tract "A" and a corner of this tract;
   THENCE N. 89°57'15" E., along the South line of said Tract "A", a distance of 175.00 feet to an "X" cut in concrete in the West right-of-way line of Slide Road for the Southeast corner of said Tract "A" and the most Easterly Northeast corner of this tract;
   THENCE S. 00°04' E., along said West right-of-way line, a distance of 130.33 feet to a ½" iron rod with cap set for the Southeast corner of this tract;
   THENCE S. 89°57'15" W. a distance of 264.00 feet to a ½" iron rod with cap set for the Southwest corner of this tract;
   THENCE N. 00°04' W. a distance of 306.63 feet to a ½" iron rod with cap set in the South right-of-way line of 98th Street for the Northwest corner of this tract;
   THENCE S. 87°11' E., along said South right-of-way line, a distance of 26.04 feet to a ½" iron rod with cap set for a point of intersection;
   THENCE N. 89°57'15" E., continuing along said South right-of-way line, a distance of 62.99 feet to the Point of Beginning.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any

WEST TEXAS TITLE COMPANY, INC.

x

Authorized Countersignatory

Regular City Council Meeting **6. 10.**

Meeting Date: 04/24/2014

Information

Agenda Item

Dedicated Public Comment for Item 6.11.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Regular City Council Meeting **6. 11.**

Meeting Date: 04/24/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 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.

Item Summary

On March 27, 2014, the City Council approved the first reading of the ordinance.

General comments:
The request is to zone the property from R-1 single family, as it was originally annexed, to IHI. The proposal is for a truck stop.

Adjacent land uses:
A majority of the property is vacant around the site with several commercial uses nearby to the south and northwest. The site, is more recognizable as the I-27 overpass to access the airport from Regis Street.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. The plan recommends industrial and the Interstate Highway district is consistent with the I-27 corridor from both a CLUP Policy and a Zoning Policy.

Effect on the adjacent street and thoroughfare system:
The new business will add a traffic load to Regis and the Interstate access roads, but no more than expected along a thoroughfare and access road intersection.

Recommendations:
On March 6, 2014, the P&Z recommended the request with a vote of 5-0.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2824-A

Zone Case 2824-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. 2824-A;** A ZONING CHANGE FROM **R-1** TO **IHI** ZONING DISTRICT ON **16.6 ACRES OF UNPLATTED LAND OUT OF BLOCK, A, SECTION 9,** 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. 2824-A

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **IHI** zoning district on **16.6 acres of unplatted land out of Block A, Section 9**, City of Lubbock, Lubbock County, Texas, located at **west of Interstate 27 and south of Regis 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

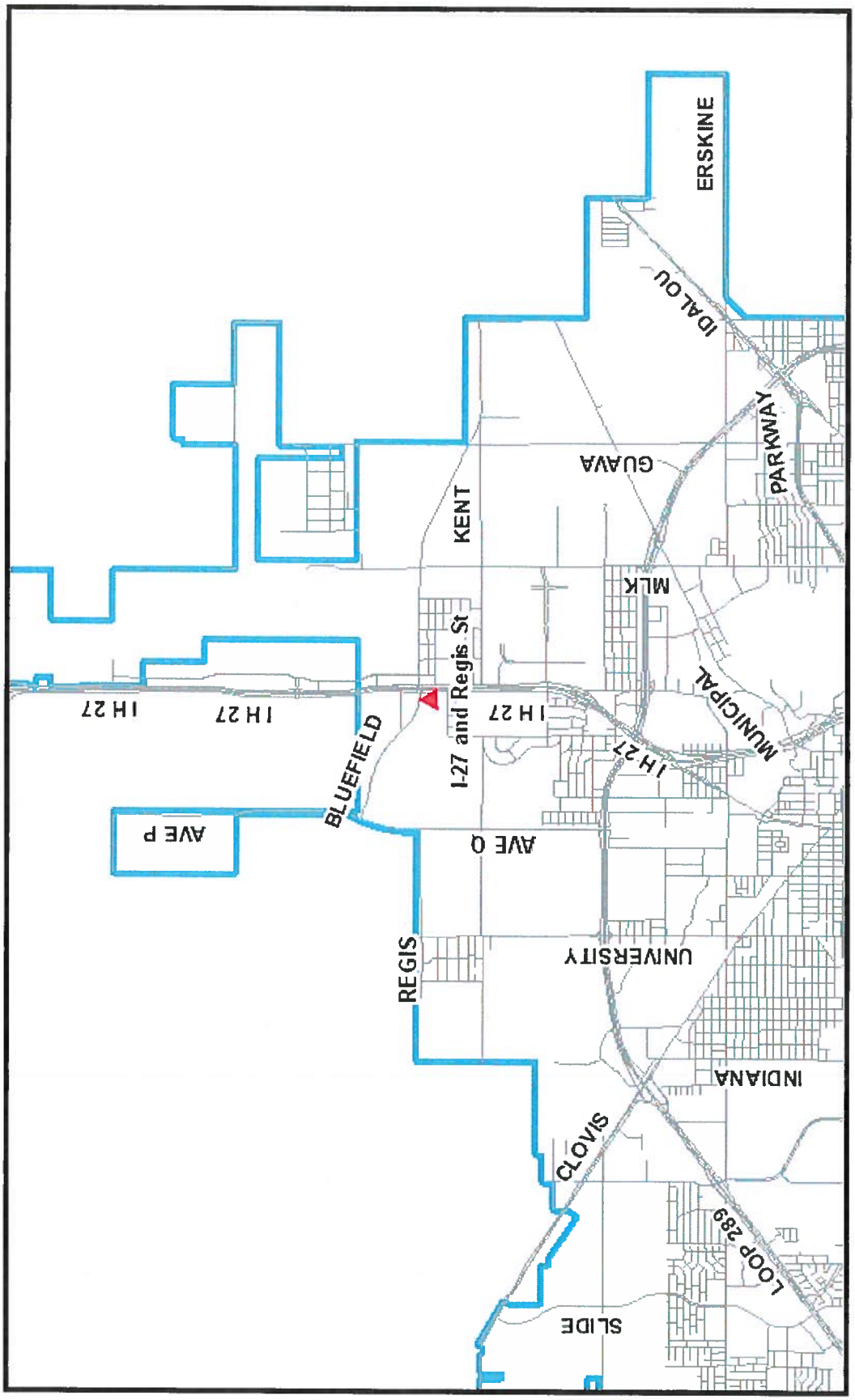
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

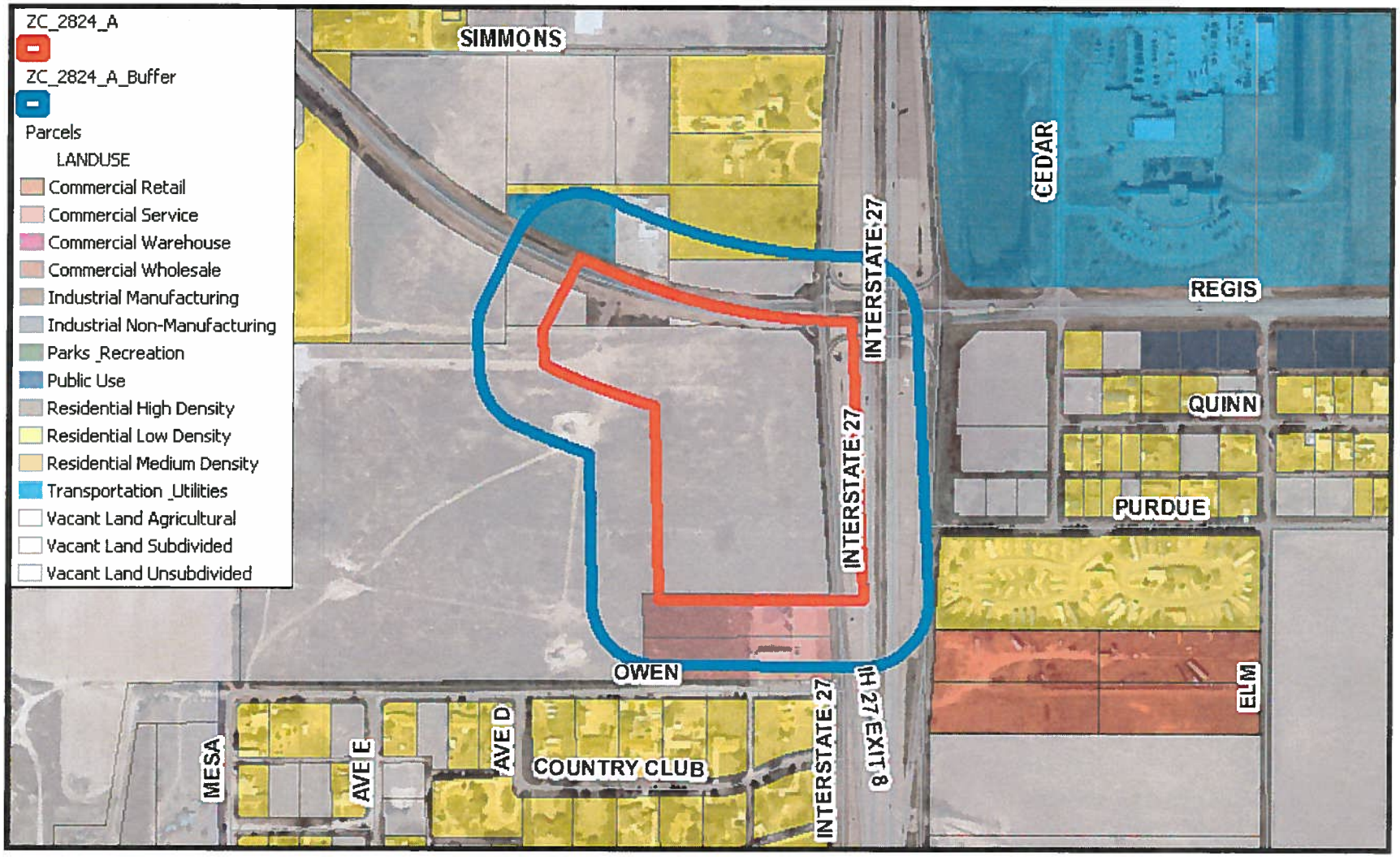
APPROVED AS TO FORM:

_____
Chad Weaver
Assistant City Attorney

vw/cityatt/Chad/ZoneCase/ZC2824-A
March 6, 2014

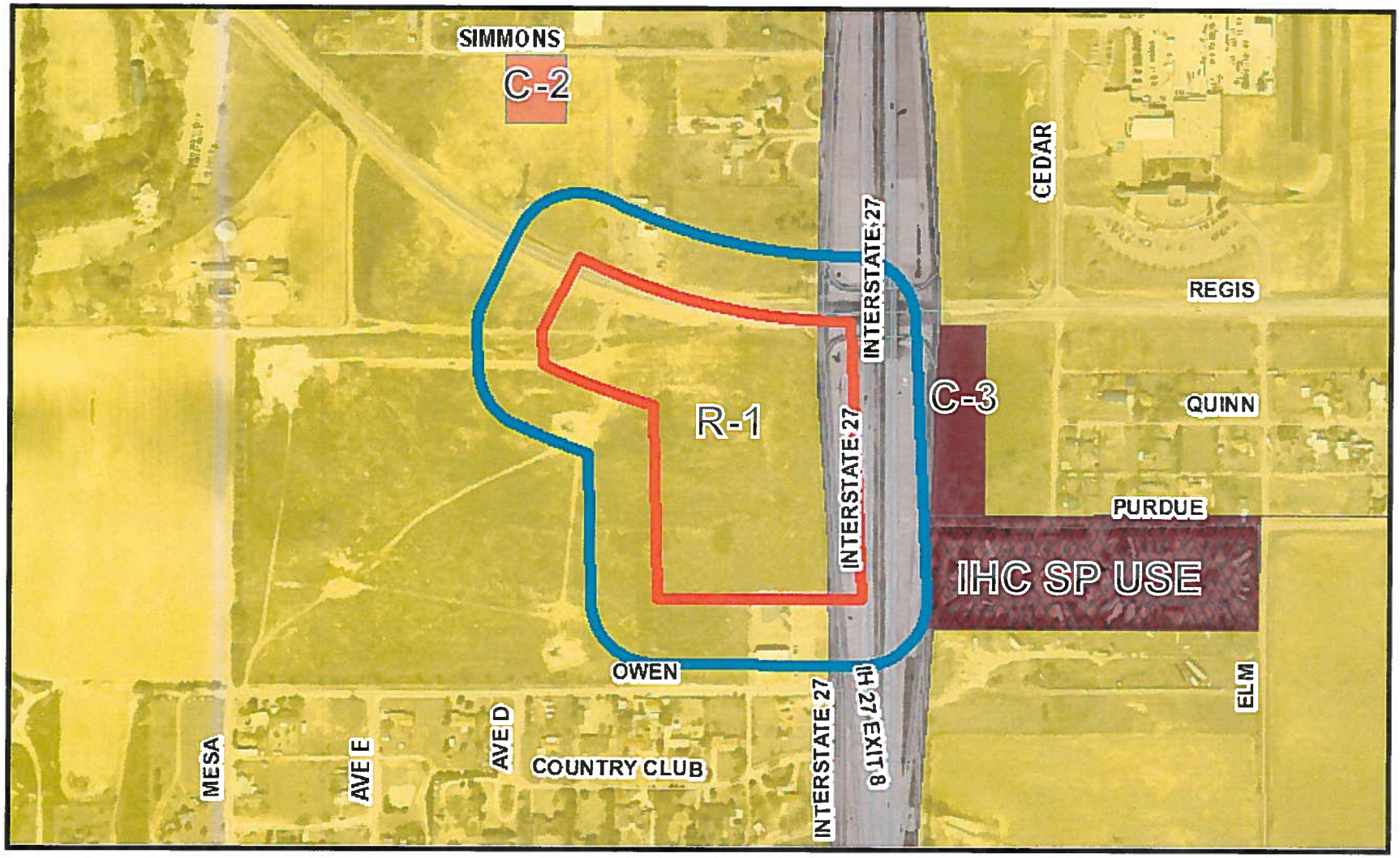


P.Z.C. Case 2824-A



P.Z.C. Case 2824-A

Request of Hugo Reed and Associates, Inc. (for Love's Travel Stops & Country Stores) for a zoning change from R-1 to IHI, west of Interstate 27 and south of Regis Street



P.Z.C. Case 2824-A 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 | TX | 79401
City | State | Zip
(806) 763-5642
Telephone

For: Love's Travel Stops & Country Stores
10601 North Pennsylvania PO Box 26210
Street/Post Office Box
Oklahoma City | OK | 73126
City | State | Zip
405-302-6646
Telephone

Location or Address: Section 9, Block A

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: ~~X~~ R-1

Acreage or Square Footage of Property: 16.6 Acres

Zoning Requested: IHI

Proposed Development: Travel Stop

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

Terry Holeman
Applicant's Signature

February 4, 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: $523 (Love's #1087075)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

Receipt 68038 CK# 1087075 **For City Use Only** M+S map # ~~22~~ 12

Zone Case No.: ~~2187-A~~ 2824-A

Agenda No.: 4

Request for zoning change from: X R-1

To: IHI

16.6 acres of unplatted land out of Block A, Section 9

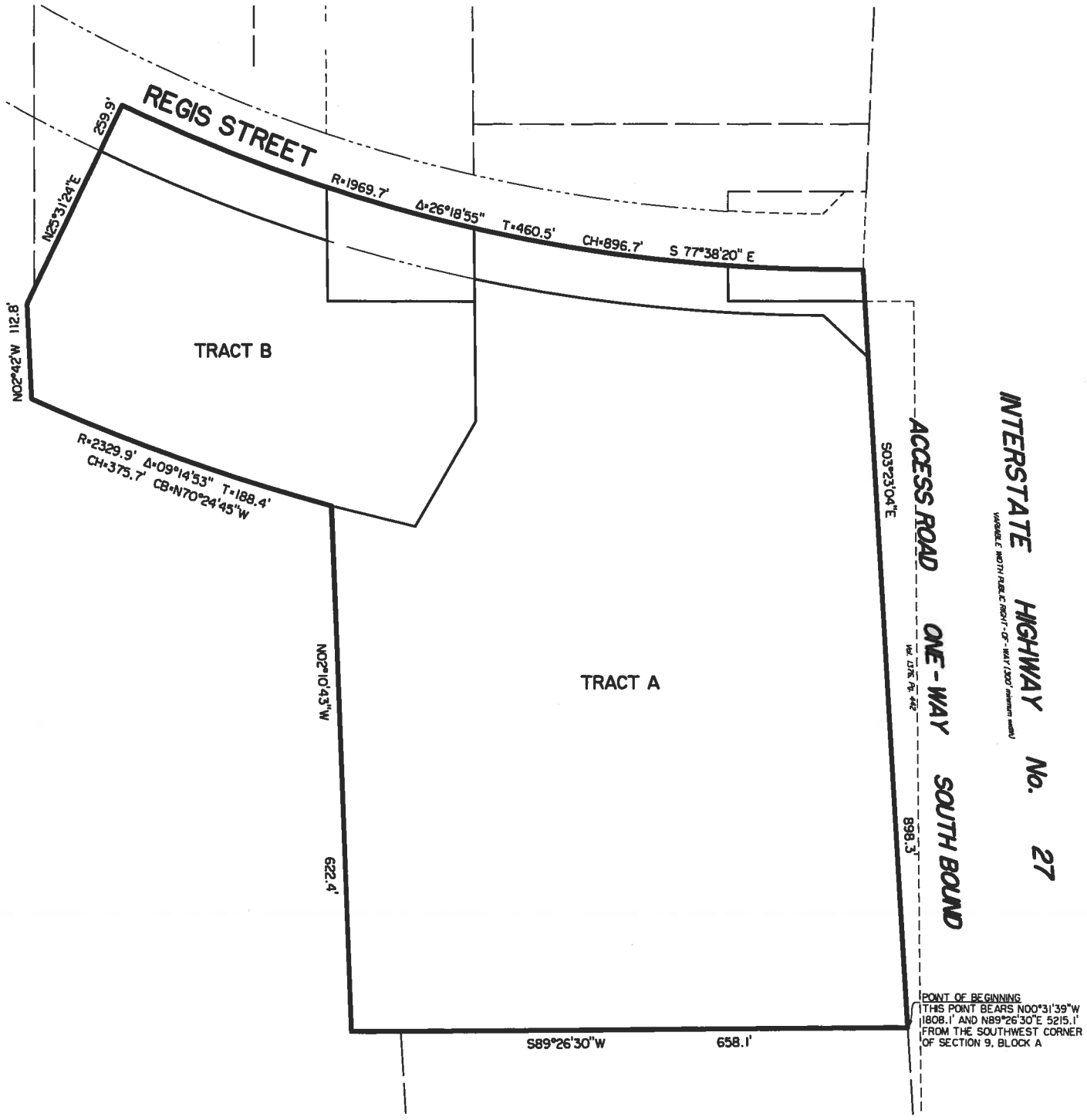
on Lot(s): —

Block(s): —

Subdivision: —

Address: ~~4407 84th St~~ West of I-27 and ~~North~~ South of Regis

PROPOSED IHI ZONING LOCATED IN SECTION 9, BLOCK A



JANUARY 29, 2014

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

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

LAND SURVEYORS
CIVIL ENGINEERS

PROPOSED IHI ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 9, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the West right-of-way line of Interstate Highway No. 27, which bears N. 00°31'39" W. an approximate distance of 1808.1 feet and N. 89°26'30" E. an approximate distance of 5215.1 feet from the Southwest corner of Section 9, Block A, Lubbock County, Texas;

THENCE S. 89°26'30" W. an approximate distance of 658.1 feet to a point;

THENCE N. 02°10'43" W. an approximate distance of 622.4 feet to a point of intersection;

THENCE Northwesterly, around a curve to the right, said curve having a radius of approximately 2329.9 feet, a central angle of 09°14'53", approximate tangent lengths of 188.4 feet, a chord bearing of N. 70°24'45" W. and a chord distance of approximately 375.7 feet to a point;

THENCE N. 02°42'00" W. an approximate distance of 112.8 feet to a point;

THENCE N. 25°31'24" E. an approximate distance of 259.9 feet to a point in the center line of Regis Street;

THENCE Southeasterly, along a curve to the left, said curve having a radius of approximately 1969.7 feet, a central angle of 26°18'55", approximate tangent lengths of 460.5 feet, a chord bearing of S. 77°38'20" E. and a chord distance of approximately 896.7 feet to a point in the West right-of-way line of Interstate Highway No. 27;

THENCE S. 03°23'04" E., along the West right-of-way line of Interstate Highway No. 27, an approximate distance of 898.3 feet to the Point of Beginning.

Contains: Approximately 16.6 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.

Regular City Council Meeting **6. 12.**

Meeting Date: 04/24/2014

Information

Agenda Item

Ordinance 2nd Reading - Mayor Pro Tem Karen Gibson: Consider Ordinance 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.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Karen Gibson, Mayor Pro Tem, District 5

Attachments

Ordinance - Synthetic Drugs

Synthetic Drug Ordinance 2014 Update Redline_2

ORDINANCE NO. 2014-O_____

AN ORDINANCE AMENDING CHAPTER 14 (OFFENSES AND ADDITIONAL PROVISIONS) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO AMENDING SECTION 14.01.010 RELATING TO ILLICIT SYNTHETIC DRUGS; TO AMEND BY REMOVING CERTAIN SUBSTANCES FROM THE LIST OF PROHIBITED SUBSTANCES; TO AMEND PROVISIONS TO INCLUDE NEW CHEMICAL STRUCTURES FOUND IN ILLICIT SYNTHETIC DRUG PRODUCTS INCLUDING "SPICE," SYNTHETIC CANNABINOIDS, SYNTHETIC MARIHUANA, "BATH SALTS," SYNTHETIC CATHINONES, SYNTHETIC STIMULANTS, OR OTHER MISBRANDED DRUGS; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE, AND PROVIDING FOR PUBLICATION.

WHEREAS, on February 14, 2013, the City of Lubbock enacted an ordinance, codified as Section 14.01.010 of the Code of Ordinances, City of Lubbock, Texas, prohibiting the sale, public display for sale, attempted sale, gift, barter, delivery, possession, or use of illicit synthetic drugs and misbranded drugs; and

WHEREAS, since the passage of the ordinance, new illicit synthetic drugs and substances have been discovered; and

WHEREAS, since the passage of the ordinance, the state legislature of the State of Texas has amended Chapter 481 of the Texas Health and Safety Code to add additional prohibited substances; and

WHEREAS, since the passage of that ordinance, the Deputy Administrator of the Drug Enforcement Administration (DEA) of the U.S. Department of Justice has issued a notice of intent to temporarily place additional prohibited substances into Schedule I of the Controlled Substances Act (CSA) pursuant to the temporary scheduling provisions of the CSA; and

WHEREAS, the City Council deems it to be in the best interests of the citizens and residents of the City of Lubbock to make the following amendments to Chapter 14 (Offenses and Additional Provisions) of the Code of Ordinances of the City of Lubbock

NOW THEREFORE,

SECTION 1. THAT, Section 14.01.010(a)(2) of the Code of Ordinances, City of Lubbock, Texas, is hereby repealed.

SECTION 2. THAT, Section 14.01.010(a) of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to read as follows:

(a) It shall be unlawful for any person, knowingly, to sell, publicly display for sale, attempt to sell, give, barter, deliver, possess, or use the following substances within the city limits of the City of Lubbock, Texas:

(1) Any substance listed as a controlled substance or a controlled substance analogue as defined in Chapter 481 of the Texas Health and Safety Code;

(2) [(1R, 2R, 5R)-2-[2,6-dimethoxy-4-(2-methyloctan-2-yl)phenyl]-7,7-dimethyl-4-bicyclo[3.1.1]hept-3-enyl]methanol, commonly known as HU-308;

(3) (6aR, 10aR)-3-(1,1-Dimethylbutyl)-6a, 7, 10, 10a-tetrahydro-6, 6, 9-trimethyl-6H-dibenzo[b,d]pyran, commonly known as JWH-133;

(4) (−)-2β-Carbomethoxy-3β-(4-fluorophenyl)tropane, commonly known as β-CFT, WIN-35, 428;

(5) (6aR, 10aR)-1-methoxy-6, 6, 9-trimethyl-3-(2-methyloctan-2-yl)-6a, 7, 10, 10a-tetrahydrobenzo[c]chromene, commonly known as L-759, 633;

(6) N-(1-amino-3-methyl-1-oxobutan-2-yl)-1-pentyl-1H-indazole-3-caboxamide, commonly known as AB-PINACA

(7) 1-pentyl-N-tricyclo[3.3.1.13,7]dec-1-yl-1H-indazole-3-carboxamide, commonly known as APINACA

(8) (2-iodophenyl)(1-pentyl-1H-indol-3-yl)-methanone, commonly known as AM-679

(9) 1-[(5-fluoropentyl)-1H-indol-3-yl]-(2-iodophenyl)methanone, commonly known as AM-694

(10) 1-[(5-fluoropentyl)-6-nitro-1H-indol-3-yl]-(naphthalen-1-yl)methanone, commonly known as AM-1235

(11) (2-iodo-5-nitrophenyl)-[1-[(1-methylpiperidin-2-yl)methyl]indol-3-yl]methanone, commonly known as AM-1241

(12) 3-(1-naphthalenylcarbonyl)-1H-Indole-1-pentanenitrile, commonly known as AM-2232

(13) (1-(5-fluoropentyl)-1H-indol-3-yl)(4-ethyl-1-naphthalenyl)-methanone, commonly known as EMA-2201

(14) 2-phenyl-1-(1-pentylindol-3-yl)ethanone or 1-(1-pentyl-1H-indol-3-yl)-2-phenylethanone, commonly known as JWH-167

(15) (1-pentylindol-3-yl)naphthalen-1-ylmethane, commonly known as JWH-175

(16) 1-[(E)-(3-pentyl-1H-inden-1-ylidene)methyl]-naphthalene, commonly known as JWH-176

(17) 3-[(4-methyl-1-naphthalenyl)methyl]-1-pentyl-1H-indole, commonly known as JWH-184

(18) 3-[(4-methoxy-1-naphthalenyl)methyl]-1-pentyl-1H-indole, commonly known as JWH-185

(19) 2-methyl-3-(1-naphthalenylmethyl)-1-pentyl-1H-indole, commonly known as JWH-196

(20) 2-methyl-1-pentyl-1H-indol-3-yl-(4-methoxy-1-naphthyl)methane, commonly known as JWH-197

(21) 1-[2-(4-morpholino)ethyl]-1H-indol-3-yl-(4-methoxy-1-naphthyl)methane, commonly known as JWH-199

(22) 1-pentyl-3-(2-chlorophenylacetyl)indole, commonly known as JWH-203

(23) 1-pentyl-2-methyl-3-(phenylacetyl)indole, commonly known as JWH-205

(24) 1-pentyl-3-(4-methylphenylacetyl)indole, commonly known as JWH-208

(25) 1-pentyl-3-(3-methoxyphenylacetyl)indole, commonly known as JWH-238

(26) 1-pentyl-3-(4-bromophenylacetyl)indole, commonly known as JWH-248

(27) 1-pentyl-3-(2-bromophenylacetyl)indole, commonly known as JWH-249

(28) 1-pentyl-3-(2-methoxyphenylacetyl)indole, commonly known as JWH-250

(29) 1-pentyl-3-(2-methylphenylacetyl)indole, commonly known as JWH-251

(30) 1-pentyl-2-methyl-3-(2-methylphenylacetyl)indole, commonly known as JWH-252

(31) 2-(3-methoxyphenyl)-1-(1-pentylindol-3-yl)ethanone, commonly known as JWH-302

(32) 2-(3-Chlorophenyl)-1-(2-methyl-1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-303

(33) 2-(2-Bromophenyl)-1-(2-methyl-1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-305

(34) 2-(2-Methoxyphenyl)-1-(2-methyl-1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-306

(35) 1-pentyl-3-(2-fluorophenylacetyl)indole, commonly known as JWH-311

(36) 2-(3-Fluorophenyl)-1-(1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-312

(37) 2-(4-Fluorophenyl)-1-(1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-313

(38) 2-(2-fluorophenyl)-1-(2-methyl-1-pentylindol-3-yl)ethanone, commonly known as JWH-314

(39) 2-(3-fluorophenyl)-1-(2-methyl-1-pentylindol-3-yl)ethanone, commonly known as JWH-315

SECTION 3. THAT, unless otherwise provided herein, a 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. Any person who violates this article shall be guilty of a class C misdemeanor and be subject to a fine of up to two thousand dollars ($2,000.00) upon conviction in municipal court.

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

SECTION 5. THAT the City Secretary 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.

SECTION 6. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as 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:

_____
Karen Gibson,
Mayor Pro Tem
District #5 Councilwoman

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Synthetic Drug Ordinance 2014 Update FINAL
3.31.14

Section 14.01.010 Sale, public display for sale, attempted sale, gift, barter, delivery, possession, or use of illicit synthetic drugs and misbranded drugs

(a) It shall be unlawful for any person, knowingly, to sell, publicly display for sale, attempt to sell, give, barter, deliver, possess, or use the following substances within the city limits of the City of Lubbock, Texas:

(1) Any substance listed as a controlled substance or a controlled substance analogue as defined in Chapter 481 of the Texas Health and Safety Code~~;~~

~~(2) Salvia divinorum or Salvinorum A; all parts of the plant presently classified botanically as salvia divinorum, whether growing or not, the seeds thereof, any extract from any part of such plant, and every compound, manufacture, salts derivative, mixture, or preparation of such plant, its seeds, or extracts;~~

~~(3)~~

~~(4)~~(2) [(1R, 2R, 5R)-2-[2,6-dimethoxy-4-(2-methyloctan-2-yl)phenyl]-7,7-dimethyl-4-bicyclo[3.1.1]hept-3-enyl]methanol, commonly known as HU-308~~;~~

~~(5)~~(3) (6aR, 10aR)-3-(1,1-Dimethylbutyl)-6a, 7, 10, 10a-tetrahydro-6, 6, 9-trimethyl-6H-dibenzo[b,d]pyran, commonly known as JWH-133~~;~~

~~(6)~~(4) (−)-2β-Carbomethoxy-3β-(4-fluorophenyl)tropane, commonly known as β-CFT, WIN-35, 428~~;~~

(5) (6aR, 10aR)-1-methoxy-6, 6, 9-trimethyl-3-(2-methyloctan-2-yl)-6a, 7, 10, 10a-tetrahydrobenzo[c]chromene, commonly known as L-759, 633~~;~~

(6) N-(1-amino-3-methyl-1-oxobutan-2-yl)-1-pentyl-1H-indazole-3-caboxamide, commonly known as AB-PINACA

(7) 1-pentyl-N-tricyclo[3.3.1.13,7]dec-1-yl-1H-indazole-3-carboxamide, commonly known as APINACA

(8) (2-iodophenyl)(1-pentyl-1H-indol-3-yl)-methanone, commonly known as AM-679

(9) 1-[(5-fluoropentyl)-1H-indol-3-yl]-(2-iodophenyl)methanone, commonly known as AM-694

(10) 1-[(5-fluoropentyl)-6-nitro-1H-indol-3-yl]-(naphthalen-1-yl)methanone, commonly known as AM-1235

(11) (2-iodo-5-nitrophenyl)-[1-[(1-methylpiperidin-2-yl)methyl]indol-3-yl]methanone, commonly known as AM-1241

(12) 3-(1-naphthalenylcarbonyl)-1H-Indole-1-pentanenitrile, commonly known as AM-2232

(13) (1-(5-fluoropentyl)-1H-indol-3-yl)(4-ethyl-1-naphthalenyl)-methanone, commonly known as EMA-2201

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(18) 3-[(4-methoxy-1-naphthalenyl)methyl]-1-pentyl-1H-indole, commonly known as JWH-185

(19) 2-methyl-3-(1-naphthalenylmethyl)-1-pentyl-1H-indole, commonly known as JWH-196

(20) 2-methyl-1-pentyl-1H-indol-3-yl-(4-methoxy-1-naphthyl)methane, commonly known as JWH-197

(21) 1-[2-(4-morpholino)ethyl]-1H-indol-3-yl-(4-methoxy-1-naphthyl)methane, commonly known as JWH-199

(22) 1-pentyl-3-(2-chlorophenylacetyl)indole, commonly known as JWH-203

(23) 1-pentyl-2-methyl-3-(phenylacetyl)indole, commonly known as JWH-205

(24) 1-pentyl-3-(4-methylphenylacetyl)indole, commonly known as JWH-208

(25) 1-pentyl-3-(3-methoxyphenylacetyl)indole, commonly known as JWH-238

(26) 1-pentyl-3-(4-bromophenylacetyl)indole, commonly known as JWH-248

(27) 1-pentyl-3-(2-bromophenylacetyl)indole, commonly known as JWH-249

(28) 1-pentyl-3-(2-methoxyphenylacetyl)indole, commonly known as JWH-250

(29) 1-pentyl-3-(2-methylphenylacetyl)indole, commonly known as JWH-251

(30) 1-pentyl-2-methyl-3-(2-methylphenylacetyl)indole, commonly known as JWH-252

(31) 2-(3-methoxyphenyl)-1-(1-pentylindol-3-yl)ethanone, commonly known as JWH-302

(32) 2-(3-Chlorophenyl)-1-(2-methyl-1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-303

(33) 2-(2-Bromophenyl)-1-(2-methyl-1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-305

(34) 2-(2-Methoxyphenyl)-1-(2-methyl-1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-306

(35) 1-pentyl-3-(2-fluorophenylacetyl)indole, commonly known as JWH-311

(36) 2-(3-Fluorophenyl)-1-(1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-312

(37) 2-(4-Fluorophenyl)-1-(1-pentyl-1H-indol-3-yl)ethanone, commonly known as JWH-313

(38) 2-(2-fluorophenyl)-1-(2-methyl-1-pentylindol-3-yl)ethanone, commonly known as JWH-314

~~(7)~~(39) 2-(3-fluorophenyl)-1-(2-methyl-1-pentylindol-3-yl)ethanone, commonly known as JWH-315

Regular City Council Meeting **6. 13.**

Meeting Date: 04/24/2014

Information

Agenda Item

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.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Todd R. Klein, Councilman, District 3

Attachments

Resolution - Payday Loans

RESOLUTION

WHEREAS, certain lending practices have recently proliferated in the City of Lubbock, Texas, including the offering of certain "payday" loans and other unsecured installment loans whereby exorbitant interest rates are charged and collected from certain consumers, in circumvention of the State of Texas consumer protection laws; and

WHEREAS, efforts have been undertaken in other cities and states to stem or outright prohibit similar practices in which often triple-digit interest rates were charged to consumers; and

WHEREAS, the City Council of the City of Lubbock, Texas, represents the citizens of the City of Lubbock, Texas; and

WHEREAS, the City Council of the City of Lubbock, Texas senses from the citizens of the City a significant concern over what are widely perceived to be patently exploitative, if not predatory, payday lending practices in the City of Lubbock and elsewhere in the State of Texas, including practices which may exploit that segment of our population that is most vulnerable to such practices; and

WHEREAS, the City Council of the City of Lubbock, Texas further finds that the proliferation of predatory lending stifles economic development in Lubbock by draining vitality from the local economy, and through the redirection of funds that might otherwise reach local businesses and other legitimate ends; and

WHEREAS, the City Council of the City of Lubbock shares these same significant concerns and wishes to initiate both local effort to explore possible responses to these concerns, and further to express the collective sentiments of the People of the City of Lubbock, Texas, that the Texas State Legislature and the Governor of Texas should take additional appropriate action to prevent further exploitative payday lending practices; and

WHEREAS, it is critical that the Texas Legislature and the Governor of Texas give their earnest attention to this matter in the upcoming regular session of the Texas Legislature and enact legislation that will prevent further exploitative payday lending practices.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lubbock, Texas:

1. THAT the City Council of the City of Lubbock hereby creates a Citizens Task Force to Study Payday Lending (the "Task Force") that shall be comprised of seven (7) members, with each member of the City Council appointing one (1) member to the Task Force, and the chairperson of the Task Force elected from and by the membership of the Task Force. Appointments to the Task Force shall be made within thirty (30) days of the adoption hereof.

2. THAT meetings will be held at times and locations established by the chairperson of the Task Force, and shall be open to the public.

3. THAT the Task Force shall study and promptly report back to the City Council a summary of, and recommendations regarding, potential opportunities to reduce or eliminate predatory lending in Lubbock, Texas, including but not limited to mechanisms used by other communities in Texas and the United States that might likewise be available to the City of Lubbock or the State of Texas, or other creative solutions examined by the Task Force at its discretion.

4. THAT the Texas Legislature and the Governor of the State of Texas are hereby requested to take action in the upcoming Eighty-fourth regular session of the Texas Legislature to enact any laws necessary and appropriate to prevent further exploitative payday lending practices; and

5. THAT the City Council of the City of Lubbock, Texas authorizes and directs the City Manager to send an official copy of this resolution to the Governor of the State of Texas, Lieutenant Governor of the State of Texas, and legislators in whose districts the City of Lubbock is located, for proper consideration by the membership and committees in each chamber of the Texas Legislature.

Passed by the City Council this _____ day of _____, 2014.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED:

_____
Todd Klein, District Three Councilman

Res.Payday Lending 3.25.2014

Regular City Council Meeting **6. 14.**

Meeting Date: 04/24/2014

Information

Agenda Item

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.

Item Summary

I. Amend Position Control by adding one position, Organizational Development Coordinator, in the Risk Management Fund.

II. Amend expenditures in cost center 3113, Self Insurance Risk Administration by increasing salary and benefits by $20,029 and adding an additional $12,000 for office renovations and supplies, for a total increase of $32,029. The salary and benefit cost is for the remainder of the FY 2013-14 fiscal year. The total annual cost for salary and benefits for this position in future years is $65,094.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Todd Klein, Councilman, District 3

Attachments

Budget Amendment 23

ORDINANCE NO. _____

AN ORDINANCE 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; 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 #23) for municipal purposes, as follows:

I. Amend Position Control by adding one position, Organizational Development Coordinator, in the Risk Management Fund.

II. Amend expenditures in cost center 3113, Self Insurance Risk Administration by increasing salary and benefits by $20,029 and adding an additional $12,000 for office renovations and supplies, for a total increase of $32,029.

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:

_____
Todd R. Klein
Councilman, District 3

APPROVED AS TO FORM:

_____
Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1214.Amend23.ord
April 16, 2014

Regular City Council Meeting **6. 15.**

Meeting Date: 04/24/2014

Information

Agenda Item

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.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza - City Secretary

Attachments

Board Appointments - Regular Session

BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, APRIL 24, 2014 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	ANIMAL SERVICES ADVISORY BOARD	CROUCH, KATHY	04.01.14	N/A	CITIZEN	REPLACE	Y
	2	BOARD OF HEALTH	MAY, DONALD	04.01.12	70%		REAPPOINT/REPLACE	Y
	3	COMMUNITY DEVELOPMENT & SERVICES BOARD	KELLY, DAVID	03.01.16	N/A	DISTRICT 6	RESIGNED/REPLACE	N/A
	4	KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	GATTEYS, JIM	04.01.14	N/A		REPLACE	N/A
			LOZADA, ALICE	04.01.14	N/A		REPLACE	N/A
	5	PARK & RECREATION BOARD	CERVANTEZ, JOHN	05.01.14	86%		REAPPOINT	Y
			McADOO, ALEX	05.01.14	N/A		REPLACE	N/A
			PITCOCK, KAREN	05.01.14	86%		REAPPOINT	Y
			TOMLISON, SUSAN	05.01.14	86%		REAPPOINT	Y
	6	PUBLIC TRANSIT ADVISORY BOARD	FINLEY, CINDY	06.01.16	N/A		RESIGNED/REPLACE	N/A

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

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
11/29/2010	Pope	Catherine	Female	Anglo	60+	CEO	Lubbock Regional MHMR Center	6
	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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
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
01/27/2011	Warnick	J.Q.	Male	Anglo	60+			4
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

ANIMAL SERVICES ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	66.7% (6)
Hispanic	32.6%	27.6%	10.1%	22.2% (2)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	11.1% (1)
GENDER				
Male	48.5%	47.0%	75.3%	33.3% (3)
Female	51.5%	53.0%	24.7%	66.7% (6)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	0.0% (0)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	22.2% (2)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	22.2% (2)
District 6	17.2%	19.9%	19.3%	11.1% (1)
Other/Unknown	0.0%	0.0%	5.1%	22.2% (2)

PURPOSE:
Assists the City of Lubbock in complying with terms of Chapter 823 of the Texas Health and Safety Code as amended and assists the City in establishing procedures applicable to the City's animal control program.

QUALIFICATIONS: Committee shall be composed of a licensed veterinarian, animal welfare organization representative, city official, city animal shelter employee, and five at-large members [LC 4-27]

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Crouch, Kathy (F,O,0)	Citizen	66%	Y	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Kathy Crouch:
Melanie Tatum (F,A,6) Texas Tech University

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/9/2014**

Animal Services Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/11/2014	Hall	Candace	F	A	60+	Retired Police Officer		4
11/09/2009	Jones	Mickey	F	A	60+			3
03/03/2014	Tatum	Melanie	F	A	50-59	Unit Manager	Texas Tech University	6
Second Preference								
02/17/2014	Callender	Donell	F	A	40-49	librarian	Texas Tech University	2
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
12/01/2007	Willis	Roy	M	A	60+	Retired	United Postal Service	5
Third Preference								
02/19/2014	Anderson	Keith	M	A	60+		Retired	7
Fourth Preference								
09/21/2009	Cole	Ronald	M	A	18-29	Agent	Mass Mutual Financial Services	6
Fifith Preference								
Sixth Preference								

Committee # 32 Animal Services Advisory Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Bobo** **Ms. Brenda**	Y	*3725 95th St* *Lubbock, TX 79423*	*TTUHSC School of Allied Health Science* *3601 4th St, Stop 6284* *Lubbock, TX 79430*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/26/2012-04/01/2014	*N*
Email: Brenda.Bobo@ttuhsc.edu	Y	*8067928031*	*8067433220*	*Fax:*	*8067433249*	
Chair Animail Welfare Rep. **Brewer** **Ms. Jane**	Y	*2325 38th Street* *Lubbock, TX 79412*	*Acres North Vet Hospital* *5205 13th Street* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/26/2012-04/01/2014	*Y*
Email:	Y	*8067773580*	*8067932863*	*Fax:*	*8067920801*	
Vice Chair Licensed Veterinarian **Clark** **Dr. Ronda**	Y	*6802 Hyden Avenue* *Lubbock, TX 79424*	*Acres North Vet Hospital* *5205 13th Street* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/01/2013-04/01/2015 04/01/2011-04/01/2013	*N*
Email: capstonecsirns@yahoo.com	Y	*8067981185*	*8067932863* *capstonecsirns@yahoo.com*	*Fax:*	*8067320801*	
Member Citizen **Crouch** **Ms. Kathy**	N		*South University Pet Hospital* *7801 S. University Avenue* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	04/26/2012-04/01/2014	*Y*
Email:			*8067452623*	*Fax:*		
Member Animail Welfare Rep. **Cunningham** **Dr. Eric**	N	*5906 101st St* *Lubbock, Texas 79424*	*Live Oak Animal Hospital* *5214 98th St.* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016	*Y*
Email: redraidervet@yahoo.com	N	*(806) 445-3957*	*(806) 794-9000* *liveoaklubbock@att.net*	*Fax:*	*(806) 794-9001*	
Member Citizen **Preston** **Dr. Lane**	Y	*5204 80th Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014 09/08/2011-04/01/2012	*N*
Email:	Y	*8067944118*		*Fax:*		
Member City Official **Riemath** **Ms. Kia**	N	*8509 N FM 789* *Lorenzo, TX 79343*	*City of Lubbock Animal Services Department* *3323 SE Loop 289* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014	*N*
Email: kriemath@mylubbock.us	N	*8067774224*	*8067752712* *kriemath@mylubbock.us*	*Fax:*	*8067752717*	
Member Animal Shelter Employee **Torres** **Mr. George**	Y	*2218 93rd Place* *Lubbock, TX 79423*	*City of Lubbock* *102 Municipal Drive* *Lubbock, TX 79403*	*Curr:* *2nd:* *1st:*	04/01/2013-04/01/2015 09/08/2011-04/01/2013	*N*
Email: gtorres@mylubbock.us	Y	*8067481826*	*8067752002* *gtorres@mylubbock.us*	*Fax:*		
Member Citizen **Young** **Mr. Bill**	N	*4423 110th St Tivoli #38* *Lubbock, TX 79363*	*Westar Commercial Realty* *4415 71st St, Ste 12* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016	*Y*

Committee # 32	Animal Services Advisory Board	Perm/Temp Board: P

	Confidential	Home	Business		Reappt Elig.
Email: byoung9478@aol.com	N	8066989362	8067973231	Fax: 8067932130	

BOARD OF HEALTH

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.8%	66.7% (6)
Hispanic	32.6%	27.6%	8.9%	0.0% (0)
African-American	8.7%	7.4%	9.5%	11.1% (1)
Other	3.7%	4.0%	3.8%	22.2% (2)
GENDER				
Male	48.5%	47.0%	73.2%	77.7% (7)
Female	51.5%	53.0%	26.8%	22.2% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	11.8%	11.1% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	11.1% (1)
District 4	17.0%	17.0%	21.3%	11.1% (1)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	33.3% (3)
Other/Unknown	0.0%	0.0%	3.8%	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
May, Donald (M,A,6)	70%	Y	Reappoint/Replace

APPOINTMENT ADVISORY BOARD RECOMMENDATIONS:
To reappoint Donald May

To replace Donald May:
Claudia Bustos[1] (F,H,1) Community Health Center of Lubbock

[1] Ms. Bustos did not select any preferences on her application.

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: 2/21/2014

Board of Health

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
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
09/26/2008	Landress	Michael	M	A	50-59			3
09/06/2012	Landusky	Lance	M	A	30-39	Structural Engineer	MWM Architects	6
	Miller	David	M	A	50-59	Construction Engineer	McDougal Construction	5
05/26/2006	Perez	Jody	M	H	50-59		JMP Consultants	4
08/09/2011	Rushing	Joe	M	A	30-39	Plumber	Water Heaters Unlimited, Inc	3
08/29/2006	Tate	David	M	A	50-59	Insurance Sales	David Tate Insurance	5
09/06/2012	Wood	Robert	M	A	50-59	Homebuilder	Custom Homes by Robert Wood	5
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								
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				*1st:*		
Dr. Brian		*Lubbock, TX 79410*				
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:*	04/01/2011-04/01/2014	*Y*
Citizen	N	*P.O. Box 1678*		*2nd:*	01/09/2006-04/01/2009	
May **MD**		*Lubbock, TX 79408*		*1st:*	01/09/2003-01/09/2006	
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						
Email:	Y	*4404790395*	*8067838307*	*Fax:*	*8067838376*	
olliethomasjr@gmail.com			*ollie.thomas@walgreens.com*			

COMMUNITY DEVELOPMENT & SERVICES BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	64.7% (11)
Hispanic	32.6%	27.6%	10.1%	17.6% (3)
African-American	8.7%	7.4%	10.1%	11.8% (2)
Other	3.7%	4.0%	6.3%	5.9% (1)
GENDER				
Male	48.5%	47.0%	75.3%	76.5% (13)
Female	51.5%	53.0%	24.7%	23.5% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	23.5% (4)
District 2	16.4%	12.7%	4.1%	5.9% (1)
District 3	16.3%	16.1%	13.3%	5.9% (1)
District 4	17.0%	17.0%	20.6%	23.5% (4)
District 5	16.7%	19.4%	27.5%	23.5% (4)
District 6	17.2%	19.9%	19.3%	17.6% (3)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:

Serves as advisory board to the City Council, with power to hold hearings in the county and to consider and make recommendations to the City Council on any and all matters pertaining to the community development services of the county.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Kelly, David (M,A,6)	District 6	N/A	N/A	Resigned/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace David Kelly:

Catherine Pope[i] (F,A,6) StarCare

[i] Applicant select "No Preference"

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN *Logout*

Boards & Commissions Admin Site

Application #: 1911 **Entry Date: 11/29/2010** **Active?** ☑ **Last Login Date: 11/1/2013** << Application List

Email: cpope@starcarelubbock.org Change Email

Personal Information **Edit**

Name: Ms. Catherine L. Pope **Nick Name:** Cathy **District:** 6

Address: 4616 11th Street, Lubbock, TX 79416 **Phone:** 8065357673 (home)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 61 year(s)

Ethnic Background: Anglo **Gender:** Female **Age:** 60+

Work Information **Edit**

Occupation: CEO **Work Email:** **Fax Number:** **Business Telephone:** 8067660202

Business Name: StarCare 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: 4/9/2014

Community Development & Services Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
12/20/2013	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordiantor	Texas Tech University	
02/21/2014	Dial	Reggie	M	AA	30-39	Project Manager	North & East Lubbock C.D.C	4
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
11/05/2010	Watts	Ian	M	A	18-29	Co-Owner/Program Director	Stages of Recovery, Inc.	3
Second Preference								
Third Preference								
Fourth Preference								
11/16/2013	Hardaway	Miles	M	A	30-39	Architect	Parkhill Smith and Cooper	5
Fifith Preference								
03/05/2014	Bowley	Bryce	M	A	18-29	Audit Manager, CPA, CFE	Robinson Burdette Martin & Seright, LLP	5
11/16/2013	Hardaway	Miles	M	A	30-39	Architect	Parkhill Smith and Cooper	5
Sixth Preference								

Committee # 8	Community Development & Services Board	Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member District 6 Rep. **Carpenter** **Ms. Linda**	Y	4802 6th Street Lubbock, TX 79416		Curr: 2nd: 1st:	03/01/2012-03/01/2015	Y
Email: lindacarp@att.net	Y Y	8067993514 8067905673	 lindacarp@att.net	Fax:	8067993514	
Member District 5 Rep. **Cude** **Mr. Bobby**	N	5210 CR 7350 Lubbock, TX 79424	CTSI 3223 S. Loop 289, Ste 556 Lubbock, TX 79423	Curr: 2nd: 1st:	12/19/2013-03/01/2015	Y
Email: bobby.cude@gmail.com	N N	8063700223 8063927756	8067938961 bcuce@ctsinet.com	Fax:	8067938968	
Chair Public Sector **Curnow** **Mr. William**	N	2721 87th Street Lubbock, TX 79423	Plains Cotton Cooperative Association 3301 E. 50th St Lubbock, TX 79404	Curr: 2nd: 1st:	03/01/2012-03/01/2015 03/29/2009-03/01/2012	Y
Email: bcurnow@kernow.com	Y	8065354775	Plains Cotton bill.curnow@pcca.com	Fax:	(806) 724-3017	
Member Public Sector **Edwards** **Ms. Nettie**	Y	1919 31st Street Lubbock, TX 79423		Curr: 2nd: 1st:	03/01/2012-03/01/2015 03/23/2009-03/01/2012	N
Email:	Y	8067451461		Fax:		
Member District 3 Rep. **Foster** **Mr. Brice**	N	11405 Trafalgar Avenue Lubbock, TX 79424	City Bank Texas Lubbock, TX 79424	Curr: 2nd: 1st:	03/01/2012-03/01/2015	Y
Email: brice.foster@southwbank.com	N N	8067454970 8067900835		Fax:		
Member District 1 Rep. **Garcia** **Mr. Jaime**	N	2815 2nd Place Lubbock, TX 79415	Associated Business Services 1220 Broadway, Ste 907 Lubbock, TX 79401	Curr: 2nd: 1st:	04/26/2012-03/01/2015	Y
Email: jaimedgarciaabs@yahoo.com	N N	8067622042 8069288690	8067441984 jaimedgarciaabs@yahoo.com	Fax:	8067448459	
Member District 1 Rep. **Gonzales** **Ms. Raquel**	Y	104 N. Ave L Lubbock, TX 79401		Curr: 2nd: 1st:	03/01/2013-03/01/2016	Y
Email: spongeqrel@aol.com	Y	8064703467	8064703467 spongeqrel@aol.com	Fax:		
Member Category 3 Rep. **Gutierrez** **Mr. Francisco**	N	2610 Amherst Lubbock, TX 79415		Curr: 2nd: 1st:	03/01/2013-03/01/2016	Y
Email: gtz2004@hotmail.com	N	8067445002		Fax:		
Member Public Sector **Karr** **Mr. Roger**	N	3421 68th Drive Lubbock, TX 79413	Lubbock MHMR 904 Ave O Lubbock, TX 79408	Curr: 2nd: 1st:	03/01/2012-03/01/2015	N

Committee # 8 Community Development & Services Board — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Email: rkarr@lubbockmhmr.org	N	8067977112	8067660330 rkarr@lubbockmhmr.org	Fax:	8067660250	
Member District 6 Rep. **Kelly** **Mr. David**	N	2607 Slide Rd. #4 Lubbock, TX 79407	Texas Tech University 1802 Hartford Lubbock, TX 79409	Curr: 2nd: 1st:	05/01/2013-03/01/2016	Y
Email:	N	806-441-1434	806-742-3990	Fax:	806-742-1629	
Member District 1 Rep. **McNamara** **Mr. William**	N	2609 Newcomb Lubbock, TX 79415	McNamara Law Firm 1114 Texas Avenue Lubbock, TX 79401	Curr: 2nd: 1st:	04/26/2012-03/01/2015	Y
Email: mcnamara_lawoffice@yahoo.com	N	8064419988	8067478989 mcnamara_lawoffice@yahoo.com	Fax:	8067638898	
Member District 5 Rep. **Patel** **Ms. Harsha**	N	5115 97th Street Lubbock, TX 79424		Curr: 2nd: 1st:	03/01/2013-03/01/2016 03/01/2010-03/01/2013	N
Email: harsha_p@yahoo.com	N N	8067983295 8064381337	harsha_p@yahoo.com	Fax:		
Member District 2 Rep. **Phea** **Mr. Joe**	N	1819 E. 24th St Lubbock, TX 79404	Lubbock Regional MHMR PO Box 2828 Lubbock, TX 79408	Curr: 2nd: 1st:	03/01/2012-03/01/2015 03/01/2009-03/01/2012 03/01/2006-03/01/2009	N
Email: jphea@yahoo.com	N	8067475104	8067737854 jphea@yahoo.com	Fax:	8067737854	
Member District 4 Rep. **Ricks** **Mr. Greg**	Y	4911 60th Street Lubbock, TX 79414	Workforce ,	Curr: 2nd: 1st:	03/01/2012-03/01/2015 10/21/2011-03/01/2012	Y
Email: greg_ricks@ttu.edu	Y	8067922890	gregricks@workforce.org	Fax:		
Member District 2 Rep. **Roberson** **Mr. Michael "Craig"**	Y	9203 Hyden Avenue Lubbock, TX 79424	Texas Gutters / MCR Custom Homes P.O. Box 53202 Lubbock, TX 79453	Curr: 2nd: 1st:	03/01/2013-03/01/2016 03/01/2010-03/01/2013	Y
Email: txgutters@gmail.com	Y N	8067715185 8069287532	8067819188 txgutters@gmail.com	Fax:	8067716980	
Member Public Sector **Stanley** **Mr. Maurice**	N	3801 25th Street Lubbock, TX 79410		Curr: 2nd: 1st:	03/01/2013-03/01/2016 08/26/2010-03/01/2013	N
Email:	N N	8067939872 8062414839		Fax:		
Member Public Sector **Wilson** **Mr. Scott**	N	9713 Lynnhaven Ave. Lubbock, TX 79423		Curr: 2nd: 1st:	05/23/2013-03/01/2016	Y
Email: jthcoach@sbcglobal.net	N	8067935081		Fax:		

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	81.8% (9)
Hispanic	32.6%	27.6%	10.1%	18.2% (2)
African-American	8.7%	7.4%	10.1%	0.0% (0)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	36.4% (4)
Female	51.5%	53.0%	24.7%	63.6% (7)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	27.3% (3)
District 2	16.4%	12.7%	4.1%	0.0% (0)
District 3	16.3%	16.1%	13.3%	9.1% (1)
District 4	17.0%	17.0%	20.6%	9.1% (1)
District 5	16.7%	19.4%	27.5%	27.3% (3)
District 6	17.2%	19.9%	19.3%	27.3% (3)
Other/Unknown	0.0%	0.0%	5.1%	0.0% (0)

PURPOSE:
Work with the Keep America Beautiful System, which includes Keep Texas Beautiful; to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock.

QUALIFICATIONS: All members shall be appointed at large from within the corporate limits of the City of Lubbock

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Gatteys, Jim (M,A,1)	N/A	N/A	Replace
Lozada, Alice (F,H,1)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Jim Gatteys:
John Ashe (M,A,5) Action Realtors
Aundi Duke (F,A,3) McPherson Cellars

To replace Alice Lozada:
J.Q. Warnick (M,A,4)

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN *Logout*

Boards & Commissions Admin Site

Application #: 2117 **Entry Date: 10/29/2012** **Active?** **Last Login Date: 1/15/2014** << Application List

Email: ja3602@hotmail.com Change Email

Personal Information Edit

Name: Mr. John G. Ashe **Nick Name:** **District:** 5

Address: 5424 89th Street, Lubbock, TX 79424 **Phone:** 8067943119 (home) 8065446992 (cell)

Demographic Information Edit

Registered Voter: YES **Resident of Lubbock:** 47 year(s)

Ethnic Background: Anglo **Gender:** Male **Age:** 60+

Work Information Edit

Occupation: Realtor **Work Email:** ja3602@hotmail.com **Fax Number:** 8067850086 **Business Telephone:** 8067932316

Business Name: Action Realtors **Business Address:** Lubbock, TX 79414

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

Urban Renewal / Neighborhood Redevelopment Commission

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN *Logout*

Boards & Commissions Admin Site

Application #: 1938 **Entry Date: 1/27/2011** **Active?** ☑ **Last Login Date: 11/12/2013** << Application List

Email: jqwrnck@hotmail.com Change Email

Personal Information **Edit**

Name: Mr. J.Q. Warnick **Nick Name:** **District:** 4

Address: 9600 Quaker Ave. #6, Lubbock, TX 79424 **Phone:** 8067899644 (home)

Demographic Information **Edit**

Registered Voter: YES **Resident of Lubbock:** 0 year(s)

Ethnic Background: Anglo **Gender:** Male **Age:** 60+

Work Information **Edit**

Occupation: **Work Email:** **Fax Number:** **Business Telephone:**

Business Name: **Business Address:**

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

Legal Services Advisory Committee, Redistricting Advisory Committee

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/9/2014

Keep Lubbock Beautiful Advisory Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
02/19/2014	Bass	Totsey	M	AA	50-59	Case Manager	StarCare Specialty Health System	5
03/25/2014	Duke	Aundi	F	A	30-39	Event Coordinator	McPherson Cellars	3
Second Preference								
12/20/2013	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordiantor	Texas Tech University	
Third Preference								
03/05/2014	Bowley	Bryce	M	A	18-29	Audit Manager, CPA, CFE	Robinson Burdette Martin & Seright, LLP	5
Fourth Preference								
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
Fifith Preference								
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Sixth Preference								

Committee # 13 Keep Lubbock Beautiful Advisory Committee — Perm/Temp Board: P

	Confidential	Home	Business			Reappt Elig.
Member Citizen **Abercia** Jr. **Mr. David**	N	6534 84th St Lubbock, TX 79424	Texas Tech University Box 45024 Lubbock, TX 79409	Curr: 2nd: 1st:	04/01/2014-04/01/2016 02/28/2013-04/01/2014	Y
Email: david.abercia@gmail.com	N	8525637054	(806) 742-7025 david.abercia@ttu.edu	Fax:	(806) 742-2364	
Member **Barnes** **Mrs. Nitra**	N	4512 62nd Lubbock, TX 79414	Citibus 801 Texas Ave Lubbock, TX 79401	Curr: 2nd: 1st:	05/01/2013-04/01/2015	Y
Email: nitrakiddbarnes@gmail.com	N N	8064075530 8067894078	8067122000 nbarnes@citibus.com	Fax:	8067122012	
Member **Gatteys** **Mr. Jim**	N	1714 Ave X Lubbock, TX 79401	University Massage 1714 Ave X Lubbock, TX 79401	Curr: 2nd: 1st:	04/01/2012-04/01/2014 10/13/2011-04/01/2012	Y
Email: jgatteys@gmail.com	N	8067655195	8065352905	Fax:		
Member **Horkey-Wolff** **Ms. Kathryn**	Y	4818 16th Street Lubbock, TX 79416	Earth Angel 4818 16th Street Lubbock, TX 79416	Curr: 2nd: 1st:	04/01/2013-04/01/2015 05/10/2011-04/01/2013	Y
Email: kathyhw@suddenlink.net	Y	8067976493	8069284756 earthangel4818@me.com	Fax:		
Member **King** **Mrs. Suzanne**	N	4519 11th Street Lubbock, TX 79416		Curr: 2nd: 1st:	04/01/2013-04/01/2015	Y
Email: suziek1@aol.com	N N	8067997980 8062396346	suziek1@aol.com	Fax:		
Member Citizen **Langford** **Mr. Curt**	N	6315 Duke Lubbock, TX 79416	8064389089 6315 Duke Lubbock, TX 79416	Curr: 2nd: 1st:	04/01/2014-04/01/2016 02/28/2013-04/01/2014	Y
Email: curt.langford@balfour.com	N N	(806) 793-9131 (806) 438-9089	8064389089 curt.langford@balfour.com	Fax:		
Member Citizen **Low** **Ms. Lisa**	N	8615 Utica Avenue Lubbock, TX 79424	Texas Tech Alumni Association P.O. Box 45001 Lubbock, TX 79409	Curr: 2nd: 1st:	11/21/2013-04/01/2015	Y
Email: lisao.low@ttu.edu	N	8062529085	8067423641 lisa.low@ttu.edu	Fax:	8067423604	
Member **Lozada** **Mrs. Alice**	Y	122 S. Avenue N Lubbock, TX 79401		Curr: 2nd: 1st:	04/01/2012-04/01/2014 04/19/2010-04/01/2012	N
Email: ach9256@aol.com	Y	8067875794		Fax:		
Member **Meyer** **Mrs. Marie**	N	5703 Geneva Lubbock, TX 79413		Curr: 2nd: 1st:	04/01/2013-04/01/2015 08/23/2012-04/01/2013	Y

Committee # 13	*Keep Lubbock Beautiful Advisory Committee*	*Perm/Temp Board:* P

	Confidential	*Home*	*Business*			*Reappt Elig.*
Email: marie.meyer6@gmail.com	N	*8067974190*		*Fax:*		
	N	*8067787491*	*marie.meyer6@gmail.com*			
Member				*Curr:*	04/01/2013-04/01/2015	*Y*
	N	*3007 Mesa Road*		*2nd:*		
Robertson		*Lubbock, TX 79403*		*1st:*		
Ms. Barbara						
Email: bbr1125@msn.com	N	*8064411148*		*Fax:*		
Chair			*TTU*	*Curr:*	04/01/2013-04/01/2015	*N*
	N	*6912 91st St*	*1301 Akron Avenue*	*2nd:*	04/01/2011-04/01/2013	
Sanchez		*Lubbock, TX 79424*	*Lubbock, TX 79409*	*1st:*	04/19/2010-04/01/2011	
Dr. Alfonso						
Email: alfonso.sanchez.s@gmail.com	N	*(806) 789-1377*	*8067423068*	*Fax:*		
			alfonso.sanchez@ttu.edu			

PARK AND RECREATION BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	73.4%	66.7% (6)
Hispanic	32.6%	27.6%	10.1%	22.2% (2)
African-American	8.7%	7.4%	10.1%	11.1% (1)
Other	3.7%	4.0%	6.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	75.3%	66.7% (6)
Female	51.5%	53.0%	24.7%	33.3 (3)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	11.1% (1)
District 2	16.4%	12.7%	4.1%	11.1% (1)
District 3	16.3%	16.1%	13.3%	33.3% (3)
District 4	17.0%	17.0%	20.6%	22.2% (2)
District 5	16.7%	19.4%	27.5%	11.1% (1)
District 6	17.2%	19.9%	19.3%	11.1% (1)
Other/Unknown	0.0%	0.0%	5.1%	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
Cervantez, John (M,H,2)	86%	Y	Reappoint
McAdoo, Alex (M,AA,6)	N/A	N/A	Replace
Pitcock, Karen (F,A,4)	86%	Y	Reappoint
Tomlison, Susan (F,A,3)	86%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint John Cervantez, Karen Pitcock, and Susan Tomlison

PARK AND RECREATION BOARD – Continued:

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Alex McAdoo:

Ann Horkey (F,A,3) Retired

Home Citizen Admin Boards Admin Reports User Account Management My Account

Login as Thomas Harris | Role: ADMIN *Logout*

Boards & Commissions Admin Site

Application #: 1994 **Entry Date: 8/12/2011** **Active?** ☐ **Last Login Date: 3/13/2014** << Application List

Email: arippel@suddenlink.net Change Email

Personal Information Edit

Name: Ms. Ann R. Horkey **Nick Name:** **District:** 3

Address: 4809 19th Street #9, Lubbock, TX 79407 **Phone:** 8067991001 (home) 8067893821 (cell)

Demographic Information Edit

Registered Voter: YES **Resident of Lubbock:** 52 year(s)

Ethnic Background: Anglo **Gender:** Female **Age:** 60+

Work Information Edit

Occupation: **Work Email:** **Fax Number:** **Business Telephone:**

Business Name: **Business Address:**

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		
1	Citizens Traffic Commission	DISTRICT 6	Edit	✖
2	Permit and License Appeal Board	DISTRICT 6	Edit	✖
3	Park and Recreation Board	Lubbock Resident	Edit	✖

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

Idris Traylor

Current Service: Add To Board

Appointments Advisory Board

City of Lubbock
Board and Commision Recruiting Database

Updated: **4/9/2014**

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	
Chair 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:		
Member 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:		
Member 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 04/14/2002-04/14/2004 04/14/2000-04/14/2002	N
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%	73.4%	50.0% (4)
Hispanic	32.6%	27.6%	10.1%	12.5% (1)
African-American	8.7%	7.4%	10.1%	25.0% (2)
Other	3.7%	4.0%	6.3%	12.5% (1)
GENDER				
Male	48.5%	47.0%	75.3%	75.0% (6)
Female	51.5%	53.0%	24.7%	25.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.1%	12.5% (1)
District 2	16.4%	12.7%	4.1%	25.0% (2)
District 3	16.3%	16.1%	13.3%	12.5% (1)
District 4	17.0%	17.0%	20.6%	25.0% (2)
District 5	16.7%	19.4%	27.5%	25.0% (2)
District 6	17.2%	19.9%	19.3%	0.0% (0)
Other/Unknown	0.0%	0.0%	5.1%	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
Finley, Cindy (F,A,3)	N/A	N/A	Resigned

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Cindy Finley:
Pamela Brink (F,A,3) Associated Author & Editors
Brent Preston (M,A,4) 1800 JunkMax, RE Broker

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/9/2014

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

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.