

City of Lubbock, Texas
Regular City Council Meeting
Thursday, July 24, 2014

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



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

<http://www.mylubbock.us>

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

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

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

1:00 p.m. -- City Council convenes in open work session to consider item 1.1.

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 2.-2.2.

5:15 p.m. -- City Council reconvenes in open session to consider items 3.-8.

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

1. 1. Presentation of recommendations on a bond election from the Citizens Advisory Committee.

2. **Executive Session**

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters.

2. 1. 1. City Attorney

2. 1. 2. City Manager

2. 1. 3. City Secretary

2. 2. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Building Board of Appeals and StarCare Board of Trustees.

3. **Proclamations and Presentations**

3. 1. Invocation by Pastor Stormy Swann, Faith Christian Family Church

3. 2. Pledges of Allegiance

3. 3. **Board Recognitions:**
Appointments Advisory Board:
Lynn McClendon

Urban Renewal & Neighborhood Redevelopment Commission:
Denette Vaughn

West Texas Municipal Power Agency:
David McCalla

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

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

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

REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT

5. **Minutes**

5. 1. June 25, 2014 Special City Council Meeting (LP&L Budget)
June 26, 2014 Regular City Council Meeting
June 30, 2014 Special City Council Meeting (Canvass Runoff)
July 8, 2014 Special City Council Meeting (Swearing-In Ceremony)

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

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-00102 Amendment 33 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to amend City Attorney and City Prosecutor expenditures; and to amend position control; providing for filing; and providing for a savings clause.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-00103 Amendment 34 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Section 5307 Grant; providing for filing; and providing for a savings clause.

6. 2. 1. **Resolution - Citibus:** Consider a resolution authorizing the City of Lubbock’s Director of Fiscal Policy to execute a FY 2014 Federal Transit Administration (FTA) Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

6. 3. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-00104 Amendment 36 amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund to decrease expenditures and the General Fund to decrease revenues; appropriate additional funding; providing for filing; and providing for a savings clause.
6. 4. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 1 with Allen Butler Construction, Inc. for the Paving Improvements on 34th Street from Quaker Avenue to Indiana Avenue, Project 92217.
6. 5. **Resolution - Water Utilities:** Consider a resolution authorizing the Mayor to execute purchase order contract 22103024 with Stuart C. Irby Co. for the purchase of five 15KV 630 AMP continuous current automatic vacuum reclosers, ITB 14-11927-DG.
6. 6. **Right-of-Way Ordinance 1st Reading – Right-of-Way:** Consider an ordinance abandoning and closing a access, underground utility and drainage easement, located in Lots 1-47 and Tract C, Raider Ranch Addition, Lubbock County, Texas.
6. 7. **Resolution - Right-of-Way:** Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Mary Gayle Greenhill, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Sections 8, 15, 25, Block JS, Lubbock County, Texas.
6. 8. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street use license with Covenant Health System, for the use of a portion of a dedicated street for a pedestrian walkway across Peoria Avenue.
6. 9. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11919, a License Agreement, between the City of Lubbock and Eddie Dixon for real property located at 2201 Avenue X, Lubbock, Texas.
6. 10. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute contract 11959 an Ordering Document (041414)-(JB)-(7) for maintenance and support services for Oracle Core Tech Database and WebLogic Server. This is an annual maintenance and support renewal with Mythics, Inc.
6. 11. **Resolution - Radio Shop:** Consider a resolution authorizing the Mayor to execute Lease Agreement Contract 11945 with Department of Homeland Security and Immigration and Customs Enforcement for lease space on the City's Sunrise Tower located at 301 E. 23rd Street, Lubbock, Texas.
6. 12. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute purchase order contract 90500016 with Exerplay, Inc. for playground equipment for Hoel Park.
6. 13. **Resolution- Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 11924 with Turfmaster Irrigation and Landscaping, Inc. for Hoel Park Walking Track, ITB 14-11924-TS.
6. 14. **Resolution - Police:** Consider a resolution authorizing the Mayor to execute contract 11929 with Red the Uniform Tailor for Police Custom Made to Measure Uniforms and Honor Guard Dress Uniforms, ITB 14-11929-TS.

7. **Regular Agenda**

7. 1. **Public Hearing - 6:00 p.m. - Community Development:** Consideration of the Five-Year 2014-2019 Consolidated Plan and One Year 2014 Action Plan. Each plan outlining the community's housing and development needs while identifying strategies which will be used by the Community Development Department.
7. 2. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2908 Parkway Drive, a Tobacco Road store requesting an off-premise alcoholic beverage permit.
7. 3. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding by and between the City of Lubbock, Texas, the Electric Utility Board of the City of Lubbock, Texas and the West Texas Municipal Power Agency setting forth a timeline and procedure for the Request for Proposal process for 2019 electrical generation resources.
7. 4. **Board Appointment - City Secretary:** Consider one appointment to the South Plains Association of Governments (SPAG) Board of Directors.
7. 5. **Board Appointment - City Secretary:** Consider one appointment to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization (LMPO).
7. 6. **Board Appointments - City Secretary:** Consider one appointment to the Audit & Investment Committee, eight appointments to the Building Board of Appeals, three appointments to the Civic Lubbock, Inc. Board of Directors, five appointments to the Lubbock Water Advisory Commission, and three appointments to the StarCare Board of Trustees.
8. **Open Citizen Comment**

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

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1 BUILDING BOARD OF APPEALS	ALEXANDER, LISA CHAMBLESS, RON FAGIN, SCOTT	08.01.14 08.01.14 08.01.14	100% N/A 100%	REALTOR MECHANICAL CONTRACTOR AT-LARGE	REAPPOINT REPLACE REAPPOINT	Y N Y
		LANDRESS, MICHAEL LANDUSKY, LANCE	08.01.14 08.01.14	N/A 100%	AT-LARGE STRUCTURAL ENGINEER	REPLACE REAPPOINT	N Y
		WOOD, ROBERT VACANT	08.01.14 08.01.16	100% N/A	HOME BUILDER AT-LARGE	REAPPOINT FILL	Y N/A
		VACANT	08.01.16	N/A	AT-LARGE	FILL	N/A
*	2 STARCARE BOARD OF TRUSTEES	CARTER, WILLIAM KAZEE, ROBERT SHANNON, BRIAN	08.31.14 08.31.14 08.31.14	86% 86% 100%		REAPPOINT REAPPOINT REAPPOINT	Y Y Y

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/04/2010	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
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
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
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
07/01/2003	Merritt	Earnest	Male	African-American		Youth Director	Texas Workforce Center	4
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
10/26/2010	Peel	James	Male	Anglo	30-39	Pastor	First Christian Church	4
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
02/20/2004	Warren	Steven	Male	Anglo	50-59	Engineer	(806) 748-4490	1
10/01/2007	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	8067982299	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
01/27/2011	Wilkes	Morris	Male	Anglo				
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	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

BUILDING BOARD OF APPEALS

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	90.9% (10)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	9.1% (1)
 <u>GENDER</u>				
Male	48.5%	47.0%	73.8%	90.9% (10)
Female	51.5%	53.0%	26.2%	9.1% (1)
 <u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	18.2% (2)
District 4	17.0%	17.0%	18.8%	9.1% (1)
District 5	16.7%	19.4%	29.0%	36.4% (4)
District 6	17.2%	19.9%	19.5%	18.2% (2)
Other/Unknown	0.0%	0.0%	4.3%	18.2% (2)

PURPOSE:

Permanent board to hear appeals regarding the suitability of alternate materials and methods of construction and provide for reasonable interpretation of the Building Code.

REQUIREMENTS: The membership of the board of appeals will include one or more representatives from the following named areas of expertise: member of the Lubbock Home Builders Association, active architect, active structural engineer, active commercial contractor, active realtor, active master plumber, active journeyman plumber, active mechanical contractor with Class A license, and or 3 at-large Lubbock citizens.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Alexander, Lisa (F,A,5)	Realtor	100%	Y	Reappoint
Chambless, Ron (M,O,7)	Mechanical Contractor	N/A	N	Replace
Fagin, Scott (M,A,6)	At-Large	100%	Y	Reappoint
Landress, Michael (M,A,3)	At-Large	N/A	N	Replace
Landusky, Lance (M,A,6)	Structural Engineer	100%	Y	Reappoint
Wood, Robert (M,A,5)	Home Builder	100%	Y	Reappoint
Vacant	At-Large	N/A	N/A	Fill
Vacant	At-Large	N/A	N/A	Fill

BUILDING BOARD OF APPEALS – CONTINUED:

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Lisa Alexander, Realtor; Scott Fagin, At-Large; Lance Landusky, Structural Engineer; and Robert Wood, Home Builder

To replace Ron Chambless, Mechanical Contractor:

Roy Jones (M,A,3) Armstrong Mechanical

To replace Michael Landress, At-Large:

Casey Doyle (M,A,4) Casey Carpet One

To fill Vacancies, At-Large:

Jack Bounds (M,A,2) Jack Bounds Investments

Dennis Howard (M,A,4)

Dickie Hudgens (M,A,3)

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 6/17/2014

Building Board of Appeals

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
04/28/2014	Bloodworth	David	M	A	50-59	Commercial Real Estate	RE/MAX Lubbock	4
Second Preference								
02/19/2014	Autrey	Brandon	M	A	30-39	Civil Engineer	AMD Engineering	7
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
02/06/2006	Howard	Dennis	M	A	50-59		Retired	4
04/25/2012	Putnam	Russell	M	A	60+	Business Consultant	Southwest Financial Group	6
Third Preference								
11/13/1997	Bounds	Jack	M	A	60+	Investments	Jack Bounds Investments	2
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
05/01/2006	Davis	Edwin	M	A	50-59	Civil Engineer	Parkhill, Smith & Cooper	5
11/16/2013	Hardaway	Miles	M	A	30-39	Architect	Parkhill Smith and Cooper	5
Fourth Preference								
Fifth Preference								
07/22/2010	Hudgens	Dickie	M	A	60+	Retired CPA		3
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member Realtor Alexander Ms. Lisa	N	4920 92nd Street Lubbock, TX 79424	Lisa Alexander Realtors 5106-B Slide Road Lubbock, TX 79414	<i>Curr:</i> 09/27/2012-08/01/2014 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> lisa@nts-online.net	N	8067898676	8067715472 lisa@nts-online.net	<i>Fax:</i> 8067938451	
Member Master Electrician Brown Mr. Barry	N	3801 85th Lubbock, TX 79423	ACME Electrical 108 E 82nd Lubbock, TX 79404	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> bbrown@acmeelect.com	N	(806) 798-1419	8067457720	<i>Fax:</i> 8067453102	
	N	(806) 789-9880	bbrown@acmeelect.com		
Member Mechanical Contractor Chambless Mr. Ron	Y	4905 ECR 5300 Abernathy, TX 79311		<i>Curr:</i> 08/01/2012-08/01/2014 <i>2nd:</i> 08/01/2010-08/01/2012 <i>Ist:</i>	N
<i>Email:</i> ron@likeitwasours.com	N	8067466612	8067466612	<i>Fax:</i> 8062985196	
	N	8067776612	ron@likeitwasours.com		
Member Master Plumber Ellis Mr. Ken	N	Unknown unknown, na 00000	Dale Boles Plumbing and Heating 7103 Santa Fe Drive Lubbock, TX 79407	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i>	Y
<i>Email:</i>	N	0000000000	8067955528	<i>Fax:</i>	
	N	8065481779			
Member Citizen Fagin Mr. Scott	N	6603 1st Street Lubbock, TX 79416	First United Bank 5802 4th Street Lubbock, TX 79416	<i>Curr:</i> 08/01/2012-08/01/2014 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> sfagin@firstunited.net	N	(806) 785-1778	8067976500	<i>Fax:</i> 8067992915	
	Y	(806) 438-5719	sfagin@firstunited.net		
Chair Citizen Landress Mr. Michael	Y	3818 48th Street Lubbock, TX 79413		<i>Curr:</i> 08/01/2012-08/01/2014 <i>2nd:</i> 08/01/2010-08/01/2012 <i>Ist:</i> 10/23/2008-08/01/2010	N
<i>Email:</i> rktechjm@gmail.com	Y	8064380867		<i>Fax:</i>	
	Y	8064380867	rktechjm@gmail.com		
Member Structural Engineer Landusky Mr. Lance	N	6201 8th Street Lubbock, TX 79416	MWM Architects 2574 74th Street, Suite 201 Lubbock, TX 79423	<i>Curr:</i> 09/27/2012-08/01/2014 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> llandusky@mwm-ae.com	Y	8064453802	8067457707 llandusky@mwm-ae.com	<i>Fax:</i> 8067457620	
Member Commercial Contractor Miller Mr. David	N	8505 Trenton Avenue Lubbock, TX 79424	McDougal Construction 5001 W. Loop 289 Lubbock, TX 79414	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> david.miller@modougal.com	N	8062395914	8067973162	<i>Fax:</i> 8065774691	
Member Architect Presson Mr. Paul	N	8009 Englewood Lubbock, TX 79424	Independent Building Consultants 8009 Englewood Lubbock, TX 79424	<i>Curr:</i> 09/26/2013-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
<i>Email:</i> i.b.c.@att.net	N	8067943704	8064414360	<i>Fax:</i>	
	N	8064414360	i.b.c.@att.net		
Member Citizen Rushing Mr. Joe	Y	7612 Canton Lubbock, TX 79423	Water Heaters Unlimited, Inc 2407 1st Street Lubbock, TX 79415	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> <i>1st:</i>	Y
<i>Email:</i> etward2@gmail.com	Y	8065482012	8067121904 waterheatersunlimited@yahoo.com	<i>Fax:</i> 8067650327	
Member Home Builder Wood Mr. Robert	N	8906 Kewanee Avenue Lubbock, TX 79424	Custom Homes by Robert Wood 8213 Alcove Avenue Lubbock, TX 79424	<i>Curr:</i> 09/27/2012-08/01/2014 <i>2nd:</i> <i>1st:</i>	Y
<i>Email:</i> rwood@robertwoodhomes.com	Y	8067730813	8067981911 rwood@robertwoodhomes.com	<i>Fax:</i> 8068664577	

STARCARE BOARD OF TRUSTEES

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	66.7% (2)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	33.3% (1)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	100.0% (3)
Female	51.5%	53.0%	26.2%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	0.0% (0)
District 4	17.0%	17.0%	18.8%	33.3% (1)
District 5	16.7%	19.4%	29.0%	66.7% (2)
District 6	17.2%	19.9%	19.5%	0.0% (0)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

A legal entity which coordinates and administers services for the Mental Health and Mental Retardation Center. The Board has nine members: Lubbock Independent School District, County Commissioners' Court, and the Lubbock City Council each appoint three members.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Carter, William (M,AA,4)	86%	Y	Reappoint
Kazee, Robert (M,A,5)	86%	Y	Reappoint
Shannon, Brian (M,A,5)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint William Carter, Robert Kazee, and Brian Shannon

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 6/17/2014

StarCare Board of Trustees

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
05/13/2010	Bruegel	Jon	M	A	18-29			4
Second Preference								
10/23/2012	Hankson	Charles	M	AA	60+	Retired	Goolds Pump	
01/01/2005	Ray	Harold	M	A	50-59	Asst Business Agent	IBEW Local Union 602	
06/11/2012	Wagner	Catherine	F	A	60+	Retired	Frenship ISD	5
11/05/2010	Watts	Ian	M	A	18-29	Co-Owner/Program Director	Stages of Recovery, Inc.	3
Third Preference								
03/05/2008	Jones	Maine	F	A	18-29	HR Officer	Peoples Bank	5
	Letalien	Anne	F	A	60+			4
Fourth Preference								
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
10/26/2009	Hail	Brian	M	A	30-39	Insurance Agent	Brian Hail State Farm	3
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
06/15/2009	Weil	Kelley	F	A	30-39	Senior Vice President, Human Resources	Plains Capital Bank	5
Fifth Preference								
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Carter Mr. William	Y	10904 Raleigh Ave. Lubbock, TX 79424		<i>Curr:</i> 09/27/2012-08/31/2014 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> wbcarter1975@gmail.com	Y	8067819558		<i>Fax:</i>	
Kazee Mr. Robert	N	PO Box 6935 Lubbock, TX 79493	Convergys Corp 3701 W. Loop 289 Lubbock, TX 79407	<i>Curr:</i> 08/31/2012-08/31/2014 <i>2nd:</i> 08/31/2010-08/31/2012 <i>Ist:</i> 08/31/2008-08/31/2010	Y
<i>Email:</i> bobby.kazee@convergys.com	Y	8067733700	Convergys Corp bobby.kazee@convergys.com	<i>Fax:</i> (806) 788-8001	
Chair			TTU	<i>Curr:</i> 08/31/2012-08/31/2014 <i>2nd:</i> 08/31/2010-08/31/2012 <i>Ist:</i> 08/31/2008-08/31/2010	Y
Shannon Mr. Brian	Y	5613 84th St Lubbock, TX 79424	1802 Hartford Lubbock, TX 79409		
<i>Email:</i> brianshannon@ttu.edu	Y	8067981511	8067421355 brianshannon@ttu.edu	<i>Fax:</i> 8067422990	

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 25, 2014
2:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 25th of June, 2014, in Committee Room 103, 1625 13th Street, Lubbock, Texas at 2:00 p.m.

**2:00 P.M. CITY COUNCIL CONVENED
Committee Room 103, 1625 13th Street, Lubbock, Texas**

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

Note: Council Member Floyd Price left the meeting at 3:29 p.m. Council Member Todd R. Klein left the meeting at 3:35 p.m.

1. Presentation and discussion concerning the Lubbock Power & Light FY 2014-15 Budget and discussion concerning the City of Lubbock FY 2014-15 Operating Budget and Capital Program, including overall budget priorities and process.

Andy Burcham, Chief Financial Officer for LP&L, gave a presentation on the Lubbock Power & Light FY 2014-15 Budget. Matt Rose, Assistant to the Chief Executive Officer for LP&L; and Chad Sales, Electric Utility Financial Analyst, gave comments regarding the LP&L FY 2014-15 Budget and answered questions from City Council.

3:40 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 26, 2014
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 26th of June, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

2:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

Absent: Council Member Victor Hernandez

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

- *Executive Session; 2.1-2.4; Citizen Comments 3.1-3.8; 4.1; 5.1; 5.3-5.15; 5.17-5.19; 5.2; 5.16; Open Citizen Comments 7 (addressed again following item 6.7); 6.6-6.7; Open Citizen Comments 7; 6.1-6.2; 6.4; 6.3; and 6.5.*
- *Item 6.6 failed.*

1. Executive Session

The meeting was called into a closed session at 2:30 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

- 1. 1.** Hold an executive session in accordance with Texas Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
- 1. 2.** City of Lubbock v. Lubbock Omni Office, Inc. et. al., Cause No. 2013-508,039, in the 237th District Court, Lubbock County, Texas.
- 1. 3.** Ken Teel, et. al. vs. Titeflex Corporation, et. al. vs. Thermo Dynamic Insulation, et. al., Cause No. 2012-504,105 in the 72nd District Court, Lubbock County, Texas.
- 1. 4.** Discuss the waiver of the Attorney Client Privilege in regard to the report prepared by Tom Riney on July 15, 2013, and consider Attorney General Opinion number OR2013-17487.
- 1. 5.** City of Lubbock v. Coyote Lake Ranch, LLC, No. 17-14-00006-CV; 7th Court of Appeals; Amarillo, Texas; On Appeal from the 287th District Court styled Coyote Lake Ranch, LLC v. the City of Lubbock, Cause No. 9245; Bailey County, Texas
- 1. 6.** Hold an executive session in accordance with Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

- 1. 6. 1. Police Station
- 1. 6. 2. Omni Building, 1206 14th Street, Lubbock, Texas
- 1. 7. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters.
- 1. 7. 1. City Attorney
- 1. 7. 2. City Manager
- 1. 7. 3. City Secretary
- 1. 8. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Lake Alan Henry Board of Appeals, the Urban Renewal & Neighborhood Redevelopment Commission, and the West Texas Municipal Power Agency Board of Directors.

**5:15 P.M. CITY COUNCIL RECONVENED
Council Chambers**

2. Proclamations and Presentations

- 2. 1. Invocation by Family and Education Pastor Jason Martin, Melonie Park Church

Family and Education Pastor Jason Martin, Melonie Park 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. Broadway Festivals will present an invitation to the City Council and Lubbock citizens to attend the 4th on Broadway festivities.

Chris Griffith, Co-Chair of the 4th on Broadway events with Broadway Festivals; and Suzanne Comer, Chair of the 4th on Broadway Parade, appeared before City Council to present an invitation to the City Council and the Lubbock citizens to attend the 4th on Broadway festivities. Mr. Griffith gave a timeline of events and thanked the Council for their continued support with Broadway Festivals. Ms. Comer extended a formal invitation to the City Council to ride in the parade.

- 2. 4. **Board Recognitions: Presented by Council Member Latrelle Joy**

Board of Health:
Claudia Bustos

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. Robert Wall, Jr. will appear before City Council to discuss LP&L policies.

Mr. Wall did not appear.

3. 2. Leann Vines will appear before the City Council to discuss the Oil and Gas Ordinance.

Leann Vines appeared before City Council to discuss the Oil and Gas Ordinance.

3. 3. Kelsey Bernstein will appear before the City Council to discuss the Smoke Free Ordinance.

Kelsey Bernstein, with the American Heart Association, appeared before City Council to discuss a possible Smoke Free Ordinance.

3. 4. Dr. Scott Shurmur will appear before the City Council to discuss the Smoke Free Ordinance.

Dr. Scott Shurmur appeared before City Council to discuss a possible Smoke Free Ordinance

3. 5. Dr. Naidu Chekuru will appear before City Council to discuss the Smoke Free Ordinance.

Dr. Naidu Chekuru appeared before City Council to discuss a possible Smoke Free Ordinance.

3. 6. Kavitha Selvan will appear before City Council to discuss the Smoke Free Ordinance.

Kavitha Selvan appeared before City Council to discuss a possible Smoke Free Ordinance.

3. 7. Matthew Harris will appear before the City Council to discuss the Smoke Free Ordinance.

Matthew Harris appeared before City Council to discuss a possible Smoke Free Ordinance.

3. 8. Tom Rohrig will appear before the City Council to discuss the Oil and Gas Ordinance.

Tom Rohrig appeared before City Council to discuss the Oil and Gas Ordinance.

4. Minutes

4. 1. May 22, 2014 Regular City Council Meeting

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve the May 22, 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 Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve items 5.1; 5.3-5.15; and 5.17-5.19.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 1. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2014-O0094, Amendment 30, amending the FY 2013-14 Budget for municipal purposes respecting the Operating Budget for Market Lubbock, Inc. (MLI) – Lubbock Convention and Visitors Bureau (Visit Lubbock) and MLI – Lubbock Sports Authority; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0097, Amendment 31, amending the adopted FY 2013-14 Operating Budget respecting the Capital Program to amend Capital Improvement Project (CIP) 91190, City Hall Improvements; and to establish CIP 8592, Godeke Library Renovations; providing for filing; and providing for a savings clause.

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

Motion by Council Member Floyd Price, seconded by Council Member Jim Gerlt to approve Ordinance No. 2014-O0097.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0095, Amendment 32, amending the adopted FY 2013-14 Operating Budget respecting the General Fund to amend expenditures in Cost Center 1115, Non-Departmental; providing for filing; and providing for a savings clause.

5. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Ordinance No. 2014-O0093, Amendment 29, amending the FY 2013-14 Budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Fund to increase the appropriation for purchased power costs; increase revenues for the purchased power recovery factor; increase the appropriation for the payment in lieu of property tax and the payment in lieu of a franchise fee; increase the utilization of fund balance; providing for filing; and providing for a savings clause.

5. 5. **Ordinance Amendment 1st Reading - Public Works Traffic Engineering:** Ordinance No. 2014-O0096 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

5. 6. **Resolution - Public Works Traffic Engineering:** Resolution No. 2014-R0221 authorizing the Mayor to execute contract 11892 with Brown McKee, Inc. d/b/a Precision Drilling for traffic signal pier drilling services, ITB 14-11892-TS.

5. 7. **Resolution - Wastewater:** Resolution No. 2014-R0222 authorizing the Mayor to execute contract 11941 with AquaOne Water Co. for bottled water delivery and dispensing units, ITB 13-11423-CP.

5. 8. **Resolution- Wastewater:** Resolution No. 2014-R0223 authorizing the Mayor to execute contract 11856 with Midwest Laboratories, Inc. for analysis of soil samples, ITB 14-11856-KS.
5. 9. **Resolution – Public Works Engineering:** Resolution No. 2014-R0224 authorizing the Mayor to execute construction contract 11849 with Deerwood Construction, Inc. for the Original Town of Lubbock 16-inch Water Line Replacement Project, RFP 14-11849-TS.
5. 10. **Resolution - Public Works:** Resolution No. 2014-R0225 authorizing the Mayor to execute service contract 11710 with Signature Automation for Supervisory Control and Data Acquisition (SCADA) maintenance and programming services for Public Works, RFQ 14-11710-MA.
5. 11. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0081 abandoning and closing a portion of a drainage easement, located in Section 8, Block AK, Lubbock County, Texas.
5. 12. **Resolution-Right-of-Way:** Resolution No. 2014-R0226 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Tanisha L. Conley, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock County, Texas.
5. 13. **Resolution - Fleet Services:** Resolution No. 2014-R0227 authorizing the Mayor to execute purchase order contract 31019615 with Volvo & Mack Trucks of Waco for a water truck with a 3,000 gallon water tank body for the Water Production Department.
5. 14. **Resolution - Solid Waste:** Resolution No. 2014-R0228 authorizing the Mayor to execute Change Order 1 to Contract 11704 with Maner Bros. Supply d/b/a Anderson Fence for the Installation of Chain Link Fence at Caliche Canyon Landfill, ITB 14-11704-TS.
5. 15. **Resolution - Community Development:** Resolution No. 2014-R0229 authorizing the approval and any changes of the proposal for the Community Development and Services Board FY 2014-15 funding recommendations to the United States Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME), and the Emergency Solutions Grant (ESG).
5. 16. **Resolution – Police:** Resolution No. 2014-R0233 authorizing the Mayor to execute contract 11938 an Interagency Agreement with Children’s Advocacy Center of the South Plains for coordination of joint investigations involving child abuse.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0233 with an amendment to the first sentence in the resolution to read as follows:

- "THAT the Chief of Police of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an Interagency Agreement and related documents between the City of Lubbock, an Interagency Agreement within Lubbock County to coordinate activities and responses related to the investigation of child abuse within the county."

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

5. 17. **Resolution – Land Application:** Resolution No. 2014-R0230 authorizing the Mayor to execute an Amendment of Surface Use Agreement, by and between the City of Lubbock and Yates Exploration Corporation, related to use of the Hancock Land Application Site in Lynn County, Texas, for mineral exploration and production activities.

5. 18. **Resolution - Lubbock Power & Light:** Resolution No. 2014-R0231 designating a representative for all facilities of Lubbock Power & Light relating to and in compliance with the Clean Air Act, the Clean Water Act, and the Resource Conservation and Recovery Act, and all other applicable laws.

5. 19. **Resolution - Councilwoman Joy:** Resolution No. 2014-R0232 extending the period of time during which areas surrounding the Omni Building, located at 1206 14th Street, Lubbock, Texas, shall remain opened to thru vehicular and pedestrian traffic, and providing for the monitoring of weather conditions by the City Manager.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0098, Zone Case 3097-B, a request of AMD Engineering, LLC, for Peoples Bank, for a zoning change from GO to AM Specific Use for a bank on Tracts QQ and RR, Orchard Park Addition, 11009 and 11011 Quaker Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 6:41 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:41 p.m.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0098.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 2. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0099, Zone Case 3116-E, a request of Hugo Reed and Associates, Inc., for FP Investors I, LLC, for a zoning change from C-3 and A-2 to C-2A for a bank and A-2 on 3.37 acres of unplatted land out of Block AK, Section 4, west of Indiana Avenue and south of 130th Street, and consider an ordinance.

Mayor Robertson opened the public hearing at 6:41 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:41 p.m.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0099.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

6. 3. **Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0101, Zone Case 3231, a request of AMD Engineering, LLC, for State Street Housing, for a zoning change from R-1 to A-2 on 14.13 acres of unplatted land out of Block AK, Section 44, east of Juneau Avenue and south of 26th Street, and consider an ordinance.

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

Mayor Robertson opened the public hearing at 6:42 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:42 p.m.

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0101.

Vote: 5 - 1 Motion carried

NAY: Council Member Latrelle Joy

Other: Council Member Victor Hernandez (ABSENT)

- 6. 4. Public Hearing 6:30 p.m. – Planning:** Ordinance No. 2014-O0100, Zone Case 3232, a request of Ronald Key, for West Texas District Council, for a zoning change from R-1 to GO for offices on the east 227 feet of the north 127 feet of Tract B, Western Meadows Addition, 5504 Wayne Avenue, and consider an ordinance.

Mayor Robertson opened the public hearing at 6:41 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:41 p.m.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0100.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

- 6. 5. Public Hearing 6:30 p.m. – Planning:** Consider a request for Zone Case 3233, a request of City of Lubbock for a zoning change from C-4 to C-3 for an area to include (Block 1 and the east 260 feet of Block 2, A J Coleman Addition, Block 1, Block 35, and Block 68 less the west 15 feet of the north 47.45 feet of the south half, Arnett & Benson Addition, the west 225 feet of tract A, Cavazos Jr. High Addition, Lots 1-4 and 21-24, Block 1, Lots 1-4 and Tract A, Block 8, F R Friend's Addition, Lot 1, Fire Station #4, Lots 1, 2, and 3A, Garrett Addition, Lots 1-5, Block 34, Lots 6-7, Block 35, Hinson Addition, Lots 1-2, Hoop Addition, the west 100 feet of lots 1-13 and all of Lot 14, Block 1, J L Edwards Addition, Lots 1-4 and 21-24, Block 9, Lots 1-4 and 20-23, Block 16, Parks Addition, Lots 27-30 and 32-33, Block 4, Perkins Addition, the west 100 feet of tracts A-1, A-2-A, A-2-B, and A-3, United Supermarket Addition, Lot 11, Block 1, Wood Peterson Addition, Lots 14-16, Block 1, Wood Peterson Annex Addition) and adjacent Right-of-Way, North University Avenue between Marsha Sharp Freeway and Clovis Road, and consider an ordinance.

This item failed.

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

Mayor Robertson opened the public hearing at 6:53 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 6:53 p.m.

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

Vote: 2 - 4 Failed

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

Other: Council Member Victor Hernandez (ABSENT)

- 6. 6.** Discuss and take action to direct the City Manager concerning the propriety of giving a plaque or other recognition to outgoing Council members.

This item failed.

Council Member Floyd Price introduced this item and gave comments.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve this item.

Vote: 1 - 5 Failed

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson
Council Member Jim Gerlt
Council Member Latrelle Joy
Council Member Todd R. Klein

Other: Council Member Victor Hernandez (ABSENT)

- 6. 7. Board Appointments - City Secretary:** Consider one appointment to the Appointments Advisory Board, one appointment to the Audit & Investment Committee, three appointments to the Citizens Traffic Commission, one appointment to the Keep Lubbock Beautiful Advisory Committee, one appointment to the Lake Alan Henry Board of Appeals, one appointment to the Libraries Board, one appointment to the Urban Renewal & Neighborhood Redevelopment Commission, and one appointment to the West Texas Municipal Power Agency Board of Directors.

Appointment Advisory Board: Nominations and votes were taken as follows to replace Roy Grimes:

Lynn McClendon - Mayor Pro Tem Gibson, and Council Members Joy, Klein, and Price
Chad Hill - Mayor Robertson and Council Member Gerlt

Lynn McClendon was declared appointed.

Audit & Investment Committee: Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to appoint Mark Bass to replace Larry Allen.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (ABSENT)

Citizens Traffic Commission: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to reappoint Danny Barrett, Rebecca Ramirez, and Maurice Williams.

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

Keep Lubbock Beautiful Advisory Committee: Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to appoint Totsey Bass to replace J.Q. Warnick.

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

Lake Alan Henry Board of Appeals: Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to postpone this item to the July 10, 2014 Regular City Council Meeting.

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

Libraries Board: Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to reappoint Lynne Strickland.

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

Urban Renewal & Neighborhood Redevelopment Commission: Motion by Council Member Latrelle Joy, seconded by Council Member Jim Gerlt to appoint Denette Vaughn to replace Patrick Hunter.

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

West Texas Municipal Power Agency Board of Directors: Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to appoint David McCalla to replace Gary Zheng.

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

7. **Open Citizen Comment**

- Judy Sandlin appeared before City Council to discuss issues regarding her LP&L bill.
- Debbie Bartholomew appeared before City Council to discuss Vintage Township.
- Ysidro Gutierrez appeared before City Council to discuss LP&L fees.
- Calvin Davis, District Director for the Small Business Association, appeared before City Council to thank the Council for their support of small businesses, and he presented a special recognition to Council Member Todd R. Klein for his support of small business throughout his years of service.
- Jonathan Klein appeared before City Council to show support and recognition for his dad, Council Member Todd R. Klein.

6:50 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 30, 2014
10:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 30th of June, 2014, in City Council Chambers, 1625 13th Street, Lubbock, Texas at 10:00 a.m.

10:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: 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; Assistant City Attorney Mitch Satterwhite; Deputy City Secretary Thomas Harris

Absent: Mayor Glen C. Robertson; Council Member Latrelle Joy

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

- *1.1-1.2; 2.1-2.2*
- *Item 2.3 was deleted.*

1. Proclamations and Presentations

1. 1. Invocation by Councilman Jim Gerlt.

Council Member Jim Gerlt led the invocation.

1. 2. Pledges of Allegiance

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

2. Regular Agenda

2. 1. Election Resolution - City Secretary: Resolution No. 2014-R0234 to canvass the vote and declare the results of the Special Runoff Election held June 21, 2014, for the election of City Council member, District 3.

Thomas Harris, Deputy City Secretary, read the results received from the June 21, 2014 Runoff Election. Candidates for Council Member District 3 and votes received: Jeff Griffith, 773 votes; and Deanne Clark, 768 votes. Total votes cast for Council District 3: 1,541 votes.

Person receiving majority votes for Council Member District 3: Jeff Griffith. A manual recount was submitted by Deanne Clark and therefore will be held on July 2, 2014 in accordance with the Texas Election Code.

Motion by Council Member Victor Hernandez, seconded by Council Member Floyd Price to

approve Resolution 2014-R0234.

Vote: 5 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

Council Member Latrelle Joy (ABSENT)

2. 2. Remarks - Hear farewell remarks from Councilman Todd Klein.

Council Member Todd R. Klein gave farewell remarks to those who were in attendance.

2. 3. Swearing-In Ceremony - City Council: Administer Oath of Office to newly elected Council Member.

This item was deleted.

10:22 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Pro Tem Karen Gibson adjourned the meeting.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
July 8, 2014
10:00 A. M.

The City Council of the City of Lubbock, Texas met in special session on the 8th of July, 2014, in City Council Chambers, 1625 13th Street, Lubbock, Texas at 10:00 a.m.

10:00 A.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

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

Absent: Council Member Latrelle Joy

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

- *1.1-1.2; and 2.1-2.3.*

1. Proclamations and Presentations

1. 1. Invocation

Jim Gerlt, District 3 Council Member, led the invocation.

1. 2. Pledges of Allegiance

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

2. Regular Agenda

2. 1. Discuss results of the Recount conducted on July 2, 2014 for the Special Runoff Election held on June 21, 2014, for the election of City Council Member, District 3.

Rebecca Garza, City Secretary, read the results of the recount held on July 2, 2014, for the Special Runoff Election held June 21, 2014. The results of the recount were confirmed to be the same number of votes as the canvassed results of the June 21, 2014 Runoff Election for Council Member, District 3.

Candidates for Council Member District 3 and votes received: Jeff Griffith, 773 votes; and Deanne Clark, 768 votes. Total votes cast for Council District 3: 1,541 votes. Person receiving majority votes for Council Member, District 3: Jeff Griffith.

2. 2. Declare as correct and valid the June 30, 2014 Canvassing of Votes for the Special Runoff Election held on June 21, 2014, for the election of City Council Member, District 3.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to declare as correct and valid the June 30, 2014 Canvassing of Votes for the Special Runoff Election held on June 21, 2014, for the election of City Council Member, District 3.

Vote: 6 - 0 Motion carried

Other: Council Member Latrelle Joy (ABSENT)

- 2. 3. Swearing-In Ceremony - City Council:** Administer Oath of Office to newly elected Council Member for District 3 (Reception will follow the swearing-in ceremony in Committee Room 103).

Jeff Griffith was sworn in by former Mayor Windy Sitton. Councilman Griffith expressed his gratitude to all who supported his campaign and thanked the citizens of Lubbock for their support.

10:11 P.M. CITY COUNCIL ADJOURNED

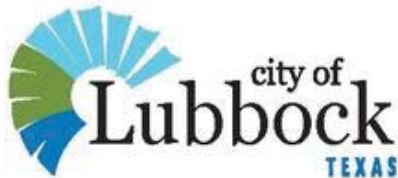
There being no further business to come before Council, Mayor Robertson adjourned the meeting.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary





Regular City Council Meeting

6. 1.

Meeting Date: 07/24/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0102 Amendment 33 amending the FY 2013-14 budget for municipal purposes respecting the General Fund to amend City Attorney and City Prosecutor expenditures; and to amend position control; providing for filing; and providing for a savings clause.

Item Summary

On July 10, 2014, the City Council approved the first reading of the ordinance.

- I. Amend cost center 1311, City Attorney, by decreasing expenses by \$14,316; and amend cost center 1711, City Prosecutor, by increasing expenses by \$14,316.
- II. Amend position control to include one Attorney I position in cost center 1711, City Prosecutor.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance Budget Amend 33

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND CITY ATTORNEY AND CITY PROSECUTOR EXPENDITURES; AND TO AMEND POSITION CONTROL; 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 #33) for municipal purposes, as follows:

- I. Amend cost center 1311, City Attorney, by decreasing expenses by \$14,316; and amend cost center 1711, City Prosecutor, by increasing expenses by \$14,316.
- II. Amend position control to include one Attorney I position in cost center 1711, City Prosecutor.

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:



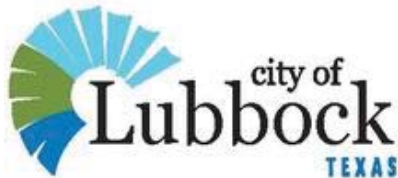
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend33.ord



Regular City Council Meeting

6. 2.

Meeting Date: 07/24/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0103 Amendment 34 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Section 5307 Grant; providing for filing; and providing for a savings clause.

Item Summary

On July 10, 2014, the City Council approved the first reading of the ordinance.

- I. Accept and appropriate an additional \$24,229 from the FTA for the Section 5307 Grant, for a total grant appropriation of \$4,541,049.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 34

Grant Detail Sheet - Citibus 5307

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE SECTION 5307 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 #34) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$24,229 from the FTA for the Section 5307 Grant, for a total grant appropriation of \$4,541,049.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

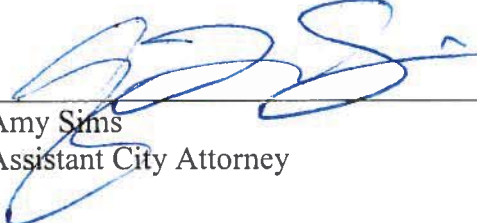
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



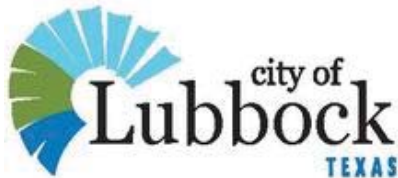
Amy Sims
Assistant City Attorney

**City of Lubbock, TX
Grant Award
Existing Grant - Budget Detail
July 10, 2014**

Administrative Information

Grant Name:	Section 5307
Grant Effective Date:	04/01/2014-12/31/2015
Grant Provider Agency:	Federal Transit Administration
Grant Award:	\$ 3,157,670
Original Appropriation Date:	September 10, 2013
Original Appropriation - Ordinance No.:	2013-00087
Local Match Amount*:	\$ 1,383,379

Budget Information:	Original Award Amount	Amendment Amount	Total Award Amount
Grant Detail			
Salaries	\$ 2,918,417	14,267	2,932,684
Benefits	512,028		512,028
Maintenance	736,353		736,353
Other Charges	16,234		16,234
Capital Outlay	343,750		343,750
Total	\$ 4,526,782	14,267	4,541,049



Regular City Council Meeting

6. 2. 1.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Citibus: Consider a resolution authorizing the City of Lubbock’s Director of Fiscal Policy to execute a FY 2014 Federal Transit Administration (FTA) Section 5307 Grant, to provide operating assistance, preventative maintenance, ADA paratransit and planning assistance.

Item Summary

The FTA has allocated \$3,157,670 in FY 2014 Section 5307 funds to The City of Lubbock/Citibus. This is a routine grant that Citibus receives on an annual basis. The Lubbock Transit Advisory Board has approved the FTA Section 5307 grant and it has been incorporated into the FY 2014 budget, which has been previously approved by the City Council. The funds for this grant will be used for operating assistance, preventative maintenance, non-fixed route ADA paratransit and planning.

FTA regulations require that all grants must be applied for and executed electronically. Therefore, Citibus would like to request that the Mayor allow the City of Lubbock’s Executive Director of Budget or Citibus General Manager, to execute this grant, once approved by the City Council.

Fiscal Impact

The \$1,383,379 local match required for this grant has already been included in the FY 2014 Citibus budget. Acceptance of this grant will result in no additional cost to the City of Lubbock.

Staff/Board Recommending

Bill Howerton, Jr., Assistant City Manager

Attachments

Resolution - Citibus FTA

FY 14 5307...FTA

RESOLUTION

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

THAT the Executive Director of Budget of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock a FY 2014 Federal Transit Administration Section 5307 Grant to provide operating assistance, preventative maintenance, ADA paratransit and planning assistant, with the Federal Transit Administration, and all related documents. Said Grant is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

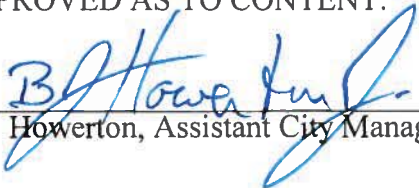
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

RES.Citibus-Section 5307 Grant
June 25, 2014

DOT**FTA**

U.S. Department of Transportation

Federal Transit Administration

Application

Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Project ID:	TX-90-Y053-00
Budget Number:	1 - Budget Approved
Project Information:	FY 14 5307 (Ops/Plan/Cap)

Part 1: Recipient Information

Project Number:	TX-90-Y053-00
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Union Information

Recipient ID:	1993
Union Name:	NONE
Address 1:	
Address 2:	
City:	, 00000 0000
Contact Name:	
Telephone:	() -
Facsimile:	() 0-0000
E-mail:	
Website:	

Part 2: Project Information

Project Type:	Grant	Gross Project Cost:	\$4,541,049
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Project Number:	TX-90-Y053-00	Adjustment Amt:	\$0
Project Description:	FY 14 5307 (Ops/Plan/Cap)	Total Eligible Cost:	\$4,541,049
Recipient Type:	City	Total FTA Amt:	\$3,157,670
FTA Project Mgr:	Lyn Hayes/Linda Kemp 817-978-0569/0563	Total State Amt:	\$0
Recipient Contact:	Chris Mandrell - 806-712-2002	Total Local Amt:	\$1,383,379
New/Amendment:	New	Other Federal Amt:	\$0
Amend Reason:	Initial Application	Special Cond Amt:	\$0
Fed Dom Asst. #:	20507	Special Condition:	None Specified
Sec. of Statute:	5307-2A	S.C. Tgt. Date:	None Specified
State Appl. ID:	None Specified	S.C. Eff. Date:	None Specified
Start/End Date:	Apr. 01, 2014 - Dec. 31, 2015	Est. Oblig Date:	None Specified
Recvd. By State:	Jun. 16, 2014	Pre-Award Authority?:	Yes
EO 12372 Rev:	Not Applicable	Fed. Debt Authority?:	No
Review Date:	None Specified	Final Budget?:	No
Planning Grant?:	NO		
Program Date (STIP/UPWP/FTA Prm Plan) :	Apr. 24, 2014		
Program Page:	None Specified		
Application Type:	Electronic		
Supp. Agreement?:	No		
Debt. Delinq. Details:			

Urbanized Areas

UZA ID	UZA Name
481350	LUBBOCK, TX

Congressional Districts

State ID	District Code	District Official
48	19	Randy Neugebauer

Project Details

4/24/2014 – These funds will be used to provide preventive maintenance, non-fixed route ADA Para transit, miscellaneous capital, and operating for JARC routes. The funds are from Citibus/City of Lubbock FY 2014 Section 5307 allocation.

Assistance Special Rule as part of MAP-21, City of Lubbock/Citibus can use up to 75% of the total apportionment for Operating Assistance. The total apportionment is \$3,157,670 meaning Citibus can apply for up

to \$2,368,253

Earmarks**No information found.****Security**

Yes – We will expend 1% or more of the 5307 funds in this grant application for security purposes. Please list security-related projects in the project budget and summarize them in the non-add scope code 991.

Part 3: Budget**Project Budget**

	<u>Quantity</u>	<u>FTA Amount</u>	<u>Tot. Elig. Cost</u>
SCOPE			
114-20 BUS: SUPPORT EQUIP AND FACILITIES	0	\$275,000.00	\$343,750.00
<u>ACTIVITY</u>			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$275,000.00	\$343,750.00
SCOPE			
300-90 OPERATING ASSISTANCE	0	\$616,948.00	\$1,233,896.00
<u>ACTIVITY</u>			
30.09.03 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$616,948.00	\$1,233,896.00
SCOPE			
646-00 JARC PROJECTS	0	\$175,000.00	\$350,000.00
<u>ACTIVITY</u>			
30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$175,000.00	\$350,000.00
SCOPE			
442-00 METROPOLITAN PLANNING	0	\$103,402.00	\$129,253.00
<u>ACTIVITY</u>			
44.22.00 GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING	0	\$103,402.00	\$129,253.00
SCOPE			
117-00 OTHER CAPITAL ITEMS (BUS)	0	\$1,987,320.00	\$2,484,150.00
<u>ACTIVITY</u>			

11.7A.00 PREVENTIVE MAINTENANCE	0	\$1,671,553.00	\$2,089,441.00
11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$315,767.00	\$394,709.00
Estimated Total Eligible Cost:			\$4,541,049.00
Federal Share:			\$3,157,670.00
Local Share:			\$1,383,379.00

OTHER (Scopes and Activities not included in Project Budget Totals)

	Quantity	FTA Amount	Tot. Elig. Cost
<u>SCOPE</u>			
991-00 SECURITY EXPENDITURES	0	\$31,576.00	\$39,470.00
<u>ACTIVITY</u>			
11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$31,576.00	\$39,470.00

SOURCES OF FEDERAL FINANCIAL ASSISTANCE

UZA ID	Accounting Classification	FPC	FY	SEC	Previously Approved	Amendment Amount	Total
481350	2014.25.90.91.2	00	2014	90	\$0.00	\$1,946,553.00	\$1,946,553.00
481350	2014.25.90.91.2	02	2014	90	\$0.00	\$103,402.00	\$103,402.00
481350	2014.25.90.91.2	03	2014	90	\$0.00	\$175,000.00	\$175,000.00
481350	2014.25.90.91.2	04	2014	90	\$0.00	\$616,948.00	\$616,948.00
481350	2014.25.90.91.2	08	2014	90	\$0.00	\$315,767.00	\$315,767.00
Total Previously Approved:							\$0.00
Total Amendment Amount:							\$3,157,670.00
Total from all Funding Sources:							\$3,157,670.00

Alternative Fuel Codes

Extended Budget Descriptions

114-20	BUS: SUPPORT EQUIP AND FACILITIES	0	\$275,000.00	\$343,750.00
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Match: Non-governmental sources other than revenues from providing transportation services				
11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$275,000.00	\$343,750.00
Purchase miscellaneous support equipment for maintenance and administration facilities. This equipment will include computer replacement and miscellaneous shop equipment.				
30.09.03	SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES	0	\$616,948.00	\$1,233,896.00
General Operating Assistance for FY 2014 that can be utilized for operating assistance as set forth by the Operating Assistance Special Rule.				
30.09.05	JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$175,000.00	\$350,000.00
For the 'MAINTENANCE' of Transportation services eligible under the JARC Program.				
As Route 25, this service began in 2001, as a crosstown route that was anchored at one end by Citibus' Downtown Transfer Plaza and at the other end by the Convergys call center, near 34th Street and West Loop 289. It was modified in 2007 and is now two routes, allowing service to an expanded area.				
Route 19 ('Wayland Plaza/South Plains Mall') serves the following educational facilities:				
<ul style="list-style-type: none"> - Bowie Elementary School - Dupre Elementary School - Wester Elementary School - Lubbock High School - Lubbock Christian University - Texas Tech University 				
Significant areas of employment along Route 19 include:				
<ul style="list-style-type: none"> - Convergys - Covenant Health System (two locations) - Lubbock Christian University - South Plains Mall - Texas Tech University 				
(Of these, Convergys, Covenant Health System, and Texas Tech University are listed by the Lubbock Economic Development Alliance as major local employers)				
Additionally, passengers on Route 19 have access to affordable housing, primarily near 32nd Street and Genoa and north of South Plains Mall, medical services at the two locations of Covenant Health System and the related facilities in the medical district, and the Social Security office.				
Route 34 ('34th Street/South Plains Mall') serves the following educational facilities:				
<ul style="list-style-type: none"> - Bean Elementary School - Stewart Elementary School - Williams Elementary School - O.L. Slaton Middle School - Hutchinson Middle School - Wilson Middle School - Byron Martin Advanced Technology Center - Coronado High School 				

Significant areas of employment along Route 34 include:

- The entire 34th Street corridor
- South Plains Mall

Additionally, passengers on Route 34 have access to the LIFE/Run Independent Living Center and the City/County Health Department.

Service Summary

Citibus proposes to use JARC funding to provide fixed route service on these two routes Monday-Saturday, on headways ranging from 30 minutes to one hour; the specific headway time will be designed to coordinate with the remainder of the system.

The History

In the past, planning partners for this service included the Texas Department of Human Services, Women's Protective Services, LMPO, Women's Empowerment Program/Catholic Family Service, Inc. and the Texas Department of Transportation. All of these agencies have been involved with and supportive of Citibus' JARC program since our first program was funded; most of these agencies are currently involved in the local regional coordination efforts.

Beginning in April 2005, Citibus has been the lead agency and has headed the regional transportation coordination efforts for the South Plains region. As part of the formal process of developing a regional plan, the regional group identified unmet needs across the region. One significant unmet need was identified as Citibus operating assistance and the associated remediation strategy was stated as, 'Utilize JARC funds to maximum extent possible to offset loss of Federal operating assistance, while maintaining current route structure.

The proposal, as outlined above, is vital in meeting the unmet need noted in the coordinated public transportation plan.

The Lubbock MPO went through a competitive process and it was awarded to City of Lubbock/Citibus in February 2011.

44.22.00	GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING	0	\$103,402.00	\$129,253.00
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These funds will be used to provide various planning activities, including maintenance of eligibility, strategic planning, and fixed route planning.

11.7A.00	PREVENTIVE MAINTENANCE	0	\$1,671,553.00	\$2,089,441.00
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Preventive maintenance for fleet for FY 2014.

11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	0	\$315,767.00	\$394,709.00
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Non-fixed route ADA paratransit services.

991-00	SECURITY EXPENDITURES	0	\$31,576.00	\$39,470.00
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This will be used to purchase and upgrade the fire alarm system for the administration/maintenance facility. This money will also be used to purchase digital cameras, security cameras for bus parking lot and other miscellaneous capital items used for safety and security.

11.42.20	ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$31,576.00	\$39,470.00
This will be used to pay for the radio communication contract, fire and security alarm monitoring, replace unsafe concrete bus shelter pads and other miscellaneous capital items used for safety and security.				

Changes since the Prior Budget

No information found.

Part 4. Milestones

11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT 0 \$275,000 \$343,750

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Contract Award	Aug. 01, 2014
2.	RFP/IFB Issued	Sep. 01, 2014
3.	Contract Complete	Sep. 30, 2015
	Citibus plans to complete all miscellaneous support equipment expenditures by 9/30/2015.	

30.09.05 JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE 0 \$175,000 \$350,000

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Sep. 30, 2015
	Citibus plans to complete all JARC operating expenditures by 9/30/2015.	

44.22.00 GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING 0 \$103,402 \$129,253

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Sep. 30, 2015
	Citibus plans to complete all planning expenditures by 9/30/2015.	

11.7A.00 PREVENTIVE MAINTENANCE 0 \$1,671,553 \$2,089,441

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>

1.	Initial Expenditure	Jul. 15, 2014
2.	Final Expenditure	Sep. 30, 2015
	Citibus plans to complete all Preventative Maintenance expenditures by 9/30/2015.	

11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE 0 \$315,767 \$394,709

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	Final Expenditure	Sep. 30, 2015
	Citibus plans to complete all ADA partransit service expenditures by 9/30/2015.	

11.42.20 ACQUIRE - MISC SUPPORT EQUIPMENT 0 \$31,576 \$39,470

	<u>Milestone Description</u>	<u>Est. Comp. Date</u>
1.	RFP/IFB Issued	Jul. 01, 2014
2.	Contract Award	Aug. 01, 2014
3.	Contract Complete	Sep. 30, 2015
	Citibus plans to complete all security expenditures by 9/30/2015.	

Part 5. Environmental Findings

117A00 PREVENTIVE MAINTENANCE 0 \$1,671,553 \$2,089,441

Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

117C00 NON FIXED ROUTE ADA PARATRANSIT SERVICE 0 \$315,767 \$394,709

Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

442200 GENERAL DEVELOPMENT/COMPREHENSIVE PLANNING	0	\$103,402	\$129,253
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Finding No. 1 - Class II(c)

C04 - Planning and administrative activity

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

114220 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$275,000	\$343,750
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Finding No. 1 - Class II(c)

C07 - Acquisition, maintenance of vehicles / equipment

Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

114220 ACQUIRE - MISC SUPPORT EQUIPMENT	0	\$31,576	\$39,470
--	----------	-----------------	-----------------

Finding No. 1 - Class II(c)

C05 - Action promoting safety, security, accessibility

Activities, including repairs, replacements, and rehabilitations, designed to promote transportation safety, security, accessibility and effective communication within or adjacent to existing right-of-way, such as: the deployment of Intelligent Transportation Systems and components; installation and improvement of safety and communications equipment, including hazard elimination and mitigation; installation of passenger amenities and traffic signals; and retrofitting existing transportation vehicles, facilities or structures, or upgrading to current standards.

300905 JOB ACCESS AND REVERSE COMMUTE OPERATING ASSISTANCE	0	\$175,000	\$350,000
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Finding No. 1 - Class II(c)**C04 - Planning and administrative activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

300903 SPECIAL RULE - OPERATING ASSISTANCE /1 - 75 BUSES

0 \$616,948 \$1,233,896

Finding No. 1 - Class II(c)**C04 - Planning and administrative activity**

Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Part 6: Fleet StatusFixed Route

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	56	0	56
	B. Spares	11	0	11
	C. Total (A+B)	67	0	67
	D. Spare Ratio (B/A)	19.64%	0.00%	19.64%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	67	0	67

Paratransit

		<u>Before</u>	<u>Change</u>	<u>After</u>
I.	Active Fleet			
	A. Peak Requirement	25	0	25
	B. Spares	7	0	7

	C. Total (A+B)	32	0	32
	D. Spare Ratio (B/A)	28.00%	0.00%	28.00%
II.	Inactive Fleet			
	A. Other	0	0	0
	B. Pending Disposal	0	0	0
	C. Total (A+B)	0	0	0
III.	Total (I.C and II.C)	32	0	32

Part 7. FTA Comments

General Review

Comment Title:	Civil Rights
Comment By:	Lynn Hayes
Date Created:	Jun. 05, 2014
Date Updated:	Jun. 19, 2014
Ref Section:	Unknown
Comment:	

Conditions of Award

Comment Title:	DOL Certification
Comment By:	Eldridge Onco
Date Created:	Jun. 19, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated June 18, 2014, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Comments to DOL

Comment Title:	New Comment
Comment By:	Lynn Hayes
Date Created:	Jun. 05, 2014
Date Updated:	None Specified
Ref Section:	Unknown
Comment:	This grant application is for planning and operating expenses. Please review this application for labor certification in accordance with DOL Section 5333(b) Certification. The grantee contact is Chris Mandrell Phone: 806-712-2000 Email:Cmandrell@citibus.com FTA Contact: Lynn hayes Email Lynn.Hayes@dot.gov

Part 8: Results of Reviews

The reviewer did not find any errors

Part 9: Agreement

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-20, October 1, 2013)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Grant Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Grant Agreement by the Grantee named below, the Grantee affirms this FTA Award, and enters into this Grant Agreement with FTA. The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(19), October 1, 2013, <http://www.fta.dot.gov/documents/20-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Grantee has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE GRANTEE DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

FTA AWARD

FTA hereby awards a Federal grant as follows:

Project No: TX-90-Y053-00

Grantee: CITY OF LUBBOCK

Citation of Statute(s) Authorizing Project: 49 USC 5307 - Urbanized Area Formula (FY2013 and forward)

Estimated Total Eligible Cost (in U.S. Dollars): \$4,541,049

Maximum Total FTA Amount Awarded (in U.S. Dollars): \$3,157,670

Amount of This FTA Award (in U.S. Dollars): \$3,157,670

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Original Project Certification Date: 6/18/2014

Project Description:

FY 14 5307 (Ops/Plan/Cap)

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Grant Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

This award of Federal financial assistance is subject to the terms and conditions set forth in the U.S. Department of Labor's certification letter dated June 18, 2014, to the Federal Transit Administration with respect to this numbered grant, including any attachments to the letter, which are fully incorporated herein by reference.

Awarded By:
Mr. Robert C Patrick
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
06/19/2014

TX-90-Y053-00 Quarterly Narrative Report

Jan. 01, 2014 through Mar. 31, 2014

As Of Jun. 19, 2014

(DRAFT)

No MS/P Report , No FFR

Part 1: Recipient Information

Project Number:	TX-90-Y053-00
Recipient ID:	1993
Recipient Name:	CITY OF LUBBOCK
Address:	P. O. BOX 2000 , LUBBOCK, TX 79408 2000
Telephone:	(806) 712-2001
Facsimile:	(806) 712-2012

Part 2: Project Information

Project No:	TX-90-Y053-00
Brief Desc:	FY 14 5307 (Ops/Plan/Cap)
FTA Project Mgr:	Lyn Hayes/Linda Kemp 817-978-0569/0563
Start/End Date:	Apr. 01, 2014 - Dec. 31, 2015
Gross Project Cost:	\$4,541,049
Adjustment Amt:	\$0
Total Eligible Cost:	\$4,541,049
Total FTA Amt:	\$3,157,670
Total State Amt:	\$0

Total Local Amt:	\$1,383,379
Other Federal Amt:	\$0

Part 3: Federal Financial Report

Financial Status

	Previous	This Period	Cumulative
A. Federal Cash on Hand at Beginning of Period			\$0
B. Federal Cash Receipts			\$0
C. Federal Cash Disbursements			\$0
D. Federal Cash on Hand at End of Period			\$0
E. Total Federal Funds Authorized			\$0
F. Federal Share of Expenditures	\$0	\$0	\$0
G. Recipient Share of Expenditures	\$0	\$0	\$0
H. Total Expenditures(F + G)	\$0	\$0	\$0
I. Federal Share of Unliquidated Obligations			\$0
J. Recipient Share of Unliquidated Obligations			\$0
K. Total Unliquidated Obligations(I + J)			\$0
L. Total Federal Share (F + I)			\$0
M. Unobligated Balance of Federal Funds (E - L)			\$0
N. Total Recipient Share Required			\$0
O. Remaining Recipient Share to be provided N - (G + J)			\$0
P. Federal Program Income on Hand at Beginning of Period			\$0
Q. Total Federal Program income earned			\$0
R. Federal Program income expended in accordance with the deduction alternative			\$0
S. Federal Program income expended in accordance with the addition alternative			\$0
T. Federal Program income expended on allowable Transit Capital and Operating expenses			\$0
U. Federal Unexpended Program income (P + Q - R or s or T)			\$0

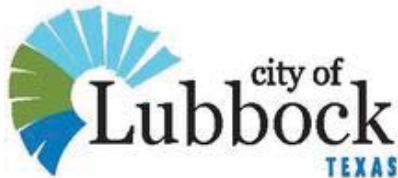
Indirect Expense

Type	N/A
------	-----

Rate	0.00%
Base	\$0
Amount Charged	\$0
Federal Share	\$0

Part 4. Milestone/Progress Report

No Milestone Report



Regular City Council Meeting

6. 3.

Meeting Date: 07/24/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0104 Amendment 36 amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund to decrease expenditures and the General Fund to decrease revenues; appropriate additional funding; providing for filing; and providing for a savings clause.

Item Summary

On July 10, 2014, the City Council approved the first reading of the ordinance.

- I. Amend the FY 2013-14 Airport Fund expenditures by decreasing the transfer from the Airport Fund to the General Fund for the Indirect Cost allocation by \$49,634, from \$212,430 to \$162,796.
- II. Amend the FY 2013-14 General Fund revenues by decreasing the transfer from the Airport Fund to the General Fund for the Indirect Cost allocation by \$49,634, from \$212,430 to \$162,796.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 36

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT FUND TO DECREASE EXPENDITURES AND THE GENERAL FUND TO DECREASE REVENUES; APPROPRIATE ADDITIONAL FUNDING; 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 #36) for municipal purposes, as follows:

- I. Amend the FY 2013-14 Airport Fund expenditures by decreasing the transfer from the Airport Fund to the General Fund for the Indirect Cost allocation by \$49,634, from \$212,430 to \$162,796.
- II. Amend the FY 2013-14 General Fund revenues by decreasing the transfer from the Airport Fund to the General Fund for the Indirect Cost allocation by \$49,634, from \$212,430 to \$162,796.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

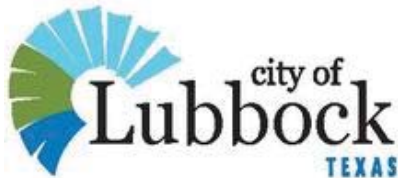


Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney



Regular City Council Meeting

6. 4.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order 1 with Allen Butler Construction, Inc. for the Paving Improvements on 34th Street from Quaker Avenue to Indiana Avenue, Project 92217.

Item Summary

The original Contract was approved by the City Council on January 23, 2014, and was for the construction of a five lane concrete roadway, including storm water conveyance structures, improved street lighting, and pedestrian elements.

Work included in Change Order 1, by the Contractor, has been requested by the City of Lubbock Public Works Engineering Department. This work includes the removal and replacement sections of clay tile sanitary sewer main. Water line breaks that occurred several years earlier has caused the soil supporting the sewer main to lose it's integrity causing the line to sag and the joints to leak. The City of Lubbock requests the sanitary sewer main to be replaced along with the supporting soils.

The amount of this Change Order 1 for the additional work detailed above is \$151,097.55. The original contract price of this project is \$5,453,267. The change order is a 0.3% increase in the contract, for a new contract amount of \$5,604,365.

Fiscal Impact

\$22,557,200 is appropriated in Capital Improvement Project 92217, 34th Street Reconstruction, with \$151,098 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Change Order 1 - Allen Butler Construction, Inc

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 1 to that certain Contract No. 11647 by and between the City of Lubbock and Allen Butler Construction, Inc. for 34th Street Paving Improvements per Bid # ITB 14-11647-TF, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

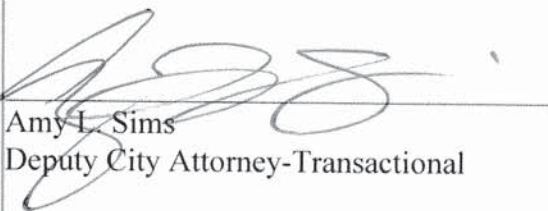
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



R.Keith Smith, Director of Public Works

APPROVED AS TO FORM:



Amy L. Sims
Deputy City Attorney-Transactional

RES.ChgOrd#1Contract 11647, Allen Butler Construction, Inc
7.10.14

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

Contract No: 11647 Contractor: Allen Butler Construction, Inc.
 Change Order No. 1 Contract Title: 34th Street Paving Improvements
 BID/RFP No. ITB 14-11647-TF Project Number: 92217

1. **“Change Order”** means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to “Estimated Quantities” to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. **Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project (attach additional pages if necessary):**

Work included in Change Order No.1, by the Contractor, has been requested by the City of Lubbock Public Works Engineering Department. This work includes the removal and replacement sections of clay tile sanitary sewer main. Water line breaks that occurred several years earlier has caused the soil supporting the sewer main to lose it's integrity causing the line to sag and the joints to leak. The City of Lubbock requests the main to be replaced along with the supporting soils.

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

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

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A.	ORIGINAL CONTRACT VALUE:	\$ 5,453,267.08
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ 151,097.55
	COST CENTER: 92217 ACCOUNT: 9240	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	2.77 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ NA
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 151,097.55
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	2.77 %
G.	NEW CONTRACT AMOUNT (A+E):	\$ 5,604,364.63

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

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

[Signature] 7/9/14 (1) CONTRACTOR Date (2) PROJECT ARCHITECT/ENGINEER [Signature] 7/9/14 Date
 Approved as to Content: [Signature] 7/9/14 Approved as to Form: [Signature] 7/10/14
 (3) OWNER'S REPRESENTATIVE Date (4) CITY ATTORNEY Date
[Signature] 7/9/14 (5) CAPITAL PROJECTS MANAGER Date (6) PURCHASING AND CONTRACT MANAGER [Signature] 7/10/2014 Date

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

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



CHANGE ORDER NO. 1

DATE OF ISSUANCE: June 16, 2014
PROJECT: 34th Street Paving Improvements – Quaker Ave to Indiana Ave
OWNER: City of Lubbock
CONTRACTOR: Allen Butler Construction
ENGINEER'S PROJECT NO.: 01.2692.12

The Contract Documents are modified as follows upon execution of this Change Order:

Description:

Additional work, outside of the original contract, is to be completed to make improvements in City infrastructure as it continues to be exposed during roadway construction. The work will be performed by UCA contractors as a subcontractor to Allen Butler Construction, Inc. The additional work includes demolition and replacement of a storm sewer lateral, an existing clay-tile sewer line, and several sections of water lines and valves, and necessary incidentals.

Attachments (list documents supporting change):

Change request from Allen Butler

CHANGE IN CONTRACT PRICE:

CHANGE IN CONTRACT TIMES:

Original Contract Price:

\$ 5,453,267.08

Original Contract Times: Working days Calendar days

Substantial completion (days or date): 345

Ready for final payment (days or date): _____

Increase from previously approved Change Orders No. N/A to No. N/A:

\$ Not Applicable

[Increase] [Decrease] from previously approved Change Orders No. N/A to No. N/A:

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Price prior to this Change Order:

\$ 5,453,267.08

Contract Times prior to this Change Order: N/A

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Increase of this Change Order:

\$ 151,097.55

[Increase] [Decrease] of this Change Order: N/A

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Price incorporating this Change Order:

\$ 5,604,364.63

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

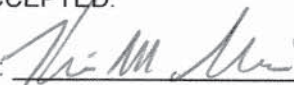
Ready for final payment (days or date): _____

RECOMMENDED:

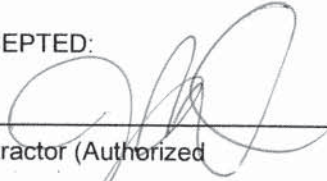
By: 
Engineer (Authorized Signature)

Date: June 24, 2014

Approved by Funding Agency (if applicable):

ACCEPTED:
By: 
Owner (Authorized Signature)

Date: 7/1/2014

ACCEPTED:
By: 
Contractor (Authorized

Date: _____

Date: _____

ALLEN BUTLER CONSTRUCTION, INC.

24 S. LAKESHORE DRIVE
 RANSOM CANYON, TX 79366
 (806)745-7498
 FAX (806)745-7577

CHANGE REQUEST

DATE: 06/03/14

PROJECT: 34th Street

JOB #: 14-105

TO: Kyle Jackson

PSC

DESCRIPTION OF CHANGE:

34th & Quaker - Storm Drain ABCI Portion

ITEM	DESCRIPTION	QUANTITY	UNITS	UNIT PRICE	NET AMOUNT
1	Daily Restricted Labor	15	Each	\$2,500.00	\$37,500.00
2	2 Sack	30	CY	\$100.00	\$3,000.00
3	Haul-off for UCA	226.67	CY	\$6.00	\$1,360.02
4	10% Mark-up UCA INV	1	Each	\$9,821.59	\$9,821.59
5	UCA Labor	15	Days	\$2,747.73	\$41,215.95
6	UCA Material	1	Each	\$56,999.94	\$56,999.94
7	Bonding Increase	1	Each	\$1,200.00	\$1,200.00

UNIT COST \$151,097.50

TOTAL \$151,097.50

The Original Contract Sum was.....
 Net Change by Previously Authorized Request and Changes..... -
 The Contract Sum Prior to This Change Order was..... -
 The Contract Sum will be Increased \$151,097.50
 The New Contract Sum Including This Change Order..... 151,097.50

ACCEPTED:

BY: [Signature]

ALLEN BUTLER CONSTRUCTION, INC.
 BY: [Signature]

DATE: 7/1/2014

DATE: 6/3/14

PLEASE SIGN AND RETURN ONE COPY



Utility Contractors of America, Inc.

5805 CR 7700
Lubbock, TX 79424

Allen Butler Construction Co.

Estimate

Attn: Rick Humphries

June 4, 2014

24 S. Lakeshore Dr.

Ransom Canyon, TX 79366

Item Description	Quantity	Unit	Unit Cost	Total Cost
<u>34th & Quaker</u>				
<u>Crew & Equipment</u>				
<u>Crew</u>				
15 days				41,216.00
<u>Materials & other Costs</u>				
Materials				56,999.94
TOTAL				\$ 98,215.94



INDUSTRIES
 www.otool.com e-mail: sales@otool.com
 Phone: 806-762-1822 / Fax: 806-762-1452
 P.O. Box 1917 Lubbock Texas 79408

Invoice

Customer Number
210030
Invoice No.
115411

Ship To: 34th & Quaker

Bill To:

Utility Contractors of America, Inc
 5805 CR 7700
 Lubbock Texas 79424

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions	
6/18/2014	5	6/4/2014	143593	12213	Customer Pick-up	
Qty. Ordered	Qty. Shipped	U/M	Description / Stock Number		Unit Price	Amount
1.00	1.00	EA	SKU[54-MJGV-04] 4" MJ Gate Valve		\$515.00	\$515.00
0.20	0.20	HD	SKU[40-4" DR-18] 4" C-900 DR-18 (20')		\$218.00	\$43.60
1.00	1.00	EA	SKU[10-C449-040] 4" C-900 Plug		\$48.85	\$48.85
3.00	3.00	EA	SKU [49-2004PEC] 4" PVC/C900 MJ Restraint w/Acc		\$47.15	\$141.45
2.00	2.00	EA	SKU[66-W-70-VBX] #70 Valve Box Water		\$55.00	\$110.00
1.00	1.00	EA	SKU [49-MJP04T] 4" x 2" DI MJ Tapt Plug		\$46.80	\$46.80
1.00	1.00	EA	SKU[29-441-00000288-900] 2.65"-2.88" x 7" Omni Coupling		\$93.25	\$93.25
1.00	1.00	EA	SKU [29-441-00000263-900] 2.34"-2.63" x 7" Omni Coupling		\$68.25	\$68.25
1.00	1.00	EA	SKU [29-21365-245] 2.34-2.63 Omni End Cap 1" FIPT		\$48.45	\$48.45
1.00	1.00	EA	SKU[92-BR450-010] 1" Brass Plug-T		\$6.85	\$6.85
1.00	1.00	EA	SKU[92-BR487-120] 2" x 12" Brass Nipple		\$74.80	\$74.80
3.00	3.00	EA	SKU[49-MJSL04] 4" DI MJ Solid Sleeve Long		\$82.00	\$246.00
4.00	4.00	EA	SKU [49-150600] 6" Restraint for C/900 Pipe		\$55.30	\$221.20
0.40	0.40	HD	SKU[40-12" DR-18] 12" C-900 DR-18 (20')		\$1,515.00	\$606.00
Payment/Terms: 1% 0 Net 10 EOM					Subtotal	\$2,270.50
Received By : x _____					8.250% Tax	
					Freight Charges	
					Total Amount Due	\$2,270.50



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 P.O. Box 1917 Lubbock Texas 79408

Invoice

Customer Number	210030
Invoice No.	115419

Ship To: 34th & Quaker

Bill To:

Utility Contractors of America, Inc
 5805 CR 7700
 Lubbock Texas 79424

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
6/18/2014	5	6/18/2014	143897	12213	Ship via O'Tool
Qty. Ordered	Qty. Shipped	U/M	Description / Stock Number	Unit Price	Amount
0.20	0.20	HD	SKU[40-6" DR-18 Pipe] 6" C-900 DR-18 PVC Class 150	\$430.00	\$86.00
1.00	1.00	EA	SKU[54-MJGV-06] 6" M.J. Gate Valve W/2" Nut	\$610.00	\$610.00
1.00	1.00	EA	SKU[66-W-70-VBX] #70 Valve Box Water	\$55.00	\$55.00
4.00	4.00	EA	SKU [49-2006PEC] 6" PVC/C900 MJ Restraint w/Acc	\$59.15	\$236.60
2.00	2.00	EA	SKU [29-442-00000722-200] 6.90"-7.22" x 7" Omni Coupling	\$190.00	\$380.00
10.00	10.00	FT	SKU [78-ATR-3/4"] 3/4" All Thread Rod	\$4.40	\$44.00
1.00	1.00	EA	SKU[54-CFH-5'] 5' Fire Hydrant	\$2,130.00	\$2,130.00
3.00	3.00	EA	SKU[49-2012PEC] PKGD. 2012 PV PVC/C-900 W/ESG	\$145.35	\$436.05
2.00	2.00	EA	SKU[49-FA-6"] 6" Foster Adaptor	\$137.45	\$274.90
1.00	1.00	EA	SKU[49-MJC12] 12" Cap Solid DI MJ C153	\$102.50	\$102.50
2.00	2.00	EA	SKU [49-151200] 12" Restraint C900 PVC Pipe	\$170.85	\$341.70
Payment/Terms: 1% 0 Net 10 EOM				Subtotal	\$4,696.75
Received By : x _____				8.250% Tax Freight Charges	
				Total Amount Due	\$4,696.75



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Phone: 806-762-1822 / Fax: 806-762-1452

P.O. Box 1917 Lubbock Texas 79408

Invoice

Customer Number
210030
Invoice No.
115412

Ship To: 34th & Quaker

Bill To:

Utility Contractors of America, Inc
 5805 CR 7700
 Lubbock Texas 79424

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
6/18/2014	5	6/4/2014	143597	12213	Ship via O'Tool
Qty. Ordered	Qty. Shipped	U/M	Description / Stock Number	Unit Price	Amount
0.40	0.40	HD	SKU[40-4" DR-18] 4" C-900 DR-18 (20')	\$218.00	\$87.20
0.40	0.40	HD	SKU[40-6" DR-18 Pipe] 6" C-900 DR-18 PVC Class 150	\$430.00	\$172.00
2.40	2.40	HD	SKU[40-12" DR-18] 12" C-900 DR-18 (20')	\$1,515.00	\$3,636.00
1.00	1.00	EA	SKU[49-MJSL12] 12" DI MJ Solid Sleeve Long	\$259.50	\$259.50
1.00	1.00	EA	SKU[49-MJT1206] 12 x 12 x 6 Tee DI MJ C153	\$282.00	\$282.00
1.00	1.00	EA	SKU [49-2006PEC] 6" PVC/C900 MJ Restraint w/Acc	\$59.15	\$59.15
1.00	1.00	EA	SKU [49-150600] 6" Restraint for C/900 Pipe	\$55.30	\$55.30
2.00	2.00	EA	SKU [49-MJTH1206] 12" x 6" DI MJ Hydrant Tee	\$303.75	\$607.50
2.00	2.00	EA	SKU[49-MJR0604] 6 x 4 DI MJ Reducer C153	\$87.50	\$175.00
2.00	2.00	EA	SKU[49-MJB4504] 4" 45* Bend DI C153	\$70.50	\$141.00
5.00	5.00	EA	SKU [49-2004PEC] 4" PVC/C900 MJ Restraint w/Acc	\$47.15	\$235.75
2.00	2.00	EA	SKU[49-MJB9012] 12" 90* Bend DI C153	\$183.00	\$366.00
4.00	4.00	EA	SKU[49-2012PEC] PKGD. 2012 PV PVC/C-900 W/ESG	\$145.35	\$581.40
1.00	1.00	EA	SKU[54-MJGV-12] 12" MJ Gate R/SC509 OL DMJ	\$1,840.00	\$1,840.00
1.00	1.00	EA	SKU[29-313-00143209-000] 12.62"-14.32" x 1" CC Saddle	\$113.15	\$113.15
1.00	1.00	EA	SKU [92-M25008-330N-1"] 1" Ball Corp. Valve N/L	\$56.82	\$56.82
1.00	1.00	EA	SKU[10-C449-040] 4" C-900 Plug	\$48.85	\$48.85
1.00	1.00	EA	SKU[10-C449-060] 6" C-900 Plug	\$82.80	\$82.80
1.00	1.00	EA	SKU[49-111200] 12" Joint Restraint/ DI Pipe	\$100.75	\$100.75
1.00	1.00	EA	SKU[92-4753Q-1"] 1" Str. Coupling CTS x MNPT	\$19.95	\$19.95
1.00	1.00	EA	SKU[49-MJR0604] 6 x 4 DI MJ Reducer C153	\$87.50	\$87.50
0.50	0.50	THD	SKU[63-14-1-500-BLE] 14-1 Wire (500') Blue	\$150.00	\$75.00
5.00	5.00	HD	SKU[45-SIDR.9-10-1] 1" SDR-9 200# CTS Poly Pipe	\$45.00	\$225.00
1.00	1.00	EA	SKU[10-C449-120] 12" C-900 Plug	\$210.00	\$210.00
1.00	1.00	EA	SKU[49-MJP12] 12" Plug DI Solid C153	\$82.00	\$82.00
1.00	1.00	EA	SKU[49-2012PEC] PKGD. 2012 PV PVC/C-900 W/ESG	\$145.35	\$145.35
1.00	1.00	EA	SKU [92-M20046-550N-2"] 2" Ball Corp. Valve	\$240.75	\$240.75
1.00	1.00	EA	SKU[92-BR450-020] 2" Brass Plug-T	\$16.10	\$16.10
1.00	1.00	EA	SKU[92-BR439-249] 2" x 1" Brass Bushing	\$24.70	\$24.70
Payment/Terms: 1% 0 Net 10 EOM				Subtotal	\$10,026.52
Received By : x _____				8.250% Tax	
				Freight Charges	
				Total Amount Due	\$10,026.52



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P.O. Box 1917 Lubbock Texas 79408

Invoice

Customer Number
210030
Invoice No.
115415

Ship To: 34th & Quaker

Bill To:

Utility Contractors of America, Inc
 5805 CR 7700
 Lubbock Texas 79424

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions	
6/18/2014	5	6/4/2014	143599	12213	Ship via O'Tool	
Qty. Ordered	Qty. Shipped	U/M	Description / Stock Number		Unit Price	Amount
7.00	7.00	EA	SKU[49-2012PEC] PKGD. 2012 PV PVC/C-900 W/ESG		\$145.35	\$1,017.45
1.00	1.00	EA	SKU [49-MJTH1206] 12" x 6" DI MJ Hydrant Tee		\$303.75	\$303.75
1.00	1.00	EA	SKU[49-MJR0604] 6 x 4 DI MJ Reducer C153		\$87.50	\$87.50
1.00	1.00	EA	SKU[49-FAH06] 6" Gasket & Bolt Kit		\$19.40	\$19.40
2.00	2.00	EA	SKU[54-MJGV-06] 6" M.J. Gate Valve W/2" Nut		\$610.00	\$1,220.00
1.00	1.00	EA	SKU [49-150400] 4" Restr. For C-900 Pipe		\$40.10	\$40.10
1.00	1.00	EA	SKU [49-150600] 6" Restraint for C/900 Pipe		\$55.30	\$55.30
1.00	1.00	EA	SKU[49-MJT1206] 12 x 12 x 6 Tee DI MJ C153		\$282.00	\$282.00
1.00	1.00	EA	SKU[49-FA-12"] 12" Foster Adaptor		\$315.10	\$315.10
2.00	2.00	EA	SKU[66-W-70-VBX] #70 Valve Box Water		\$55.00	\$110.00
Payment/Terms: 1% 0 Net 10 EOM					Subtotal	\$3,450.60
Received By : x _____					8.250% Tax	
					Freight Charges	
					Total Amount Due	\$3,450.60



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Phone: 806-762-1822 / Fax: 806-762-1452

P.O. Box 1917 Lubbock Texas 79408

Invoice

Customer Number
210030
Invoice No.
115417

Ship To: 34th & Quaker

Bill To:

Utility Contractors of America, Inc
 5805 CR 7700
 Lubbock Texas 79424

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
6/18/2014	5	6/4/2014	143600	12213	Ship via O'Tool
Qty. Ordered	Qty. Shipped	U/M	Description / Stock Number	Unit Price	Amount
3.00	3.00	FT	SKU[78-ATR-1/2"] 1/2" All Thread Rod	\$2.20	\$6.60
1.00	1.00	EA	SKU[66-W-70-VBX] #70 Valve Box Water	\$55.00	\$55.00
1.00	1.00	EA	SKU [49-MJP04T] 4" x 2" DI MJ Tapt Plug	\$46.80	\$46.80
1.00	1.00	EA	SKU[92-BR487-120] 2" x 12" Brass Nipple	\$74.80	\$74.80
1.00	1.00	EA	SKU[29-441-00000288-900] 2.65"-2.88" x 7" Omni Coupling	\$93.25	\$93.25
2.00	2.00	EA	2" Steel Restraint	\$75.00	\$150.00
8.00	8.00	EA	SKU[78-1/2NUT] 1/2" Nut	\$0.30	\$2.40
8.00	8.00	EA	SKU[78-1/2WASHER] 1/2" Flat Washer	\$0.30	\$2.40
1.00	1.00	EA	SKU[49-MJC04] 4" Cap Solid DI MJ C153	\$30.50	\$30.50
2.00	2.00	EA	SKU [49-151200] 12" Restraint C900 PVC Pipe	\$170.85	\$341.70
Payment/Terms: 1% 0 Net 10 EOM				Subtotal	\$803.45
Received By : x _____				8.250% Tax	
				Freight Charges	
				Total Amount Due	\$803.45



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P.O. Box 1917 Lubbock Texas 79408

Invoice

Customer Number	210030
Invoice No.	115418

Ship To: 34th & Quaker

Bill To:

Utility Contractors of America, Inc
 5805 CR 7700
 Lubbock Texas 79424

Date	Salesperson	Order Date	Order No.	Purchase Order No.	Special Instructions
6/18/2014	5	6/18/2014	143889	12213	Ship via O'Tool
Qty. Ordered	Qty. Shipped	U/M	Description / Stock Number	Unit Price	Amount
2.00	2.00	EA	SKU[13-102-88] 8" Clay x 8" CI CT Adaptor	\$21.60	\$43.20
0.05	0.05	HD	SKU[40-8" SDR-35] 8" SDR-35 Gasketed Pipe	\$326.00	\$16.30
Payment/Terms: 1% 0 Net 10 EOM				Subtotal	\$59.50
Received By : x _____				8.250% Tax Freight Charges	
				Total Amount Due	\$59.50

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 24, 2014**

Capital Project Number: 92217
 Capital Project Name: 34th Street Reconstruction - Indiana Avenue to Quaker Avenue

		<u>Budget</u>
<i>Encumbered/Expended</i>		
Parkhill Smith and Cooper, Inc - Design Phase 1	\$	1,812,793
City of Lubbock Staff Time		84,876
Lone Star Dirt and Paving Contract - Construction 1		8,988,866
Parkhill Smith and Cooper - Construction Phase Services		988,091
Parkhill Smith and Cooper, Inc - Design Phase 2		561,625
Advertising and Promotion		1,062
Traffic Systems		59,413
Municipal Billing		5,151
Allen Butler Construction, Inc.-Construction 2		5,453,267
Parkhill Smith and Cooper - Construction Phase Services-2		857,290
 <i>Agenda Item July 24, 2014</i>		
Change Order #1 with Allen Butler Construction, Inc		151,098
<i>Encumbered/Expended To Date</i>		<u>18,963,532</u>
 <i>Estimated Costs for Remaining Appropriation</i>		
City of Lubbock Staff Time		35,000
City of Lubbock Traffic Items		60,000
Constuction		3,498,668
<i>Remaining Appropriation</i>		<u>3,593,668</u>
Total Appropriation	\$	<u><u>22,557,200</u></u>

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Bond Election Project - 2009**

Project Status **Approved**



Project Scope

Reconstruct 34th Street from Avenue Q to Quaker Avenue, or as far as funding will allow, to a standard T-1 throughfare design (66 feet in width). This will provide for 2 lanes of traffic in each direction plus a continuous left turn lane.

Project Justification

34th Street is over 50 years old and needs to be reconstructed. The project includes the reconstruction of the five-lane throughfare in concrete paving, sidewalks, driveways, and other necessary design details.

Project History

\$3.9 million was appropriated in FY 2009-10 Budget Amendment No. 5, Ord. No. 2009-O0106, December 2, 2009.

\$16,825,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

Reduced funding in FY 2010-11 by \$15,725,000 and moved to FY 2011-12 due to project not being bid until 2011-12.(2011-O0080, September 8, 2011)

Reduced funding \$5,725,000 due to bid for project coming in much lower than expected.

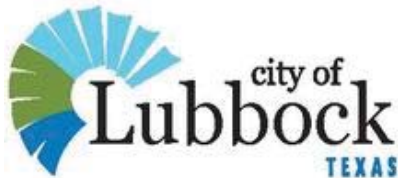
\$6,490,978 was appropriated in FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

Reduced funding \$765,978 in FY 2012-13 Budget Amendment No. 1, Ord. No. 2012-O0107, October 11, 2012.

\$1,832,200 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	18,657,200	0	0	0	0	0	0	18,657,200
Design and Engineering	3,900,000	0	0	0	0	0	0	3,900,000
Total Project Appropriation	22,557,200	0	0	0	0	0	0	22,557,200

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2010 General Obligation Bonds	5,732,200	0	0	0	0	0	0	5,732,200
FY 2011 General Obligation Bonds	1,100,000	0	0	0	0	0	0	1,100,000
FY 2012 General Obligation Bonds	10,000,000	0	0	0	0	0	0	10,000,000
FY 2013 General Obligation Bonds	5,725,000	0	0	0	0	0	0	5,725,000
Total Funding Sources	22,557,200	0	0	0	0	0	0	22,557,200



Regular City Council Meeting

6. 5.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Water Utilities: Consider a resolution authorizing the Mayor to execute purchase order contract 22103024 with Stuart C. Irby Co. for the purchase of five 15KV 630 AMP continuous current automatic vacuum reclosers, ITB 14-11927-DG.

Item Summary

This bid is for the purchase of five 15KV 630 AMP continuous current automatic vacuum reclosers to be used in the Bailey County Water Well Field to maintain the electrical distribution infrastructure.

Five bids were received June 19, 2014, in the Purchasing Department. Listed below are the vendors and their respective bids.

Companies	Amount
Stuart C. Irby Co. of Lubbock, Texas	\$95,313.75*
H.D. Supply of Lubbock, Texas	95,970.00*
Border States Electric of Lubbock, Texas	98,073.00*
Stuart C. Irby Co. of Lubbock, Texas	99,001.25
Border States Electric of Lubbock, Texas	102,665.80

* Not Quoted as Specified.

Five bids were submitted and were reviewed by the Water Department's evaluation committee. The three lowest bids of \$95,313.75 submitted by Stuart C. Irby, \$95,970 submitted by HD Supply, and \$98,073 submitted by Border States Electric Supply were determined to be not quoted as specified as related to the required communications protocol. These bids were supplied with a communications protocol that is incompatible with the existing communication link with the Supervisory Control and Data Acquisition (SCADA) system. The remaining two bids of \$99,001.25 from Stuart C. Irby and \$102,665.80 from Border States Electric were found to be in full compliance with the specifications and compatible with the SCADA system. Staff recommends that the purchase order contract be award Stuart C. Irby of Lubbock, Texas in the amount of \$99,001.25.

Fiscal Impact

\$250,000 is appropriated in Capital Improvement Project 92354, Electrical Distribution Oil Contact Recloser Units, with \$99,001 available for this purpose.

Staff/Board Recommending

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

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, Purchase Order No. 22103024 for the purchase of 15KV 630 AMP continuous current automatic reclosers as per ITB 14-11927, by and between the City of Lubbock and Stuart C. Irby Co, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

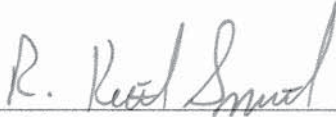
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

vw:ccdods/RES.Stuart C. Irby Co-PurchaseOrd
July 8, 2014




Page - 1
 Date - 07/08/2014
 Order Number 22103024 000 OP
 Branch/Plant 6347

TO: STUART C. IRBY CO.
 815 S STATE ST
 P O BOX 1819
 JACKSON Mississippi 39215-1819

SHIP TO: CITY OF LUBBOCK
 WATER TREATMENT PLANT
 6001 NORTH GUAVA AVE
 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 07/24/2014 Freight
 Requested 09/08/2014 Taken By D GAMBOA
 Delivery PER MCDOLE _C REQ 43164 ITB 14-11927-DG

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
15KV 630 AMP Continuous Current Automatic Reclosers	5.000	19,800.2500	EA	99,001.25	09/08/2014
				Total Order	
Terms NET 30				99,001.25	

This purchase order encumbers funds in the amount of \$99,001.25 awarded to Stuart C. Irby, of Lubbock, TX, on July 24, 2014. The following is incorporated into and made part of this purchase order by reference: ITB 14-11927-DG dated June 19, 2014 from Stuart C. Irby, of Lubbock, TX, Resolution # _____.

CITY OF LUBBOCK

ATTEST:

 Glen C. Robertson, Mayor

 Rebecca Garza, City Secretary

Bid Form
15KV 630 AMP Continuous Current Automatic Vacuum Reclosers
City of Lubbock, Texas
ITB 14-11927-DG

In compliance with the **Invitation to Bid 14-11927-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 **14-11927-DG** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	5	EA	15 KV 630 Amp Continuous Current 15KV 630 AMP Continuous Current Automatic Vacuum Reclosers per specifications or approved equal.	\$ 19,800.25	\$99,001.25	42
Total Cost					\$99,001.25	

****SEE ATTACHED COOPER QUOTE #REV: BED5400173 (ADDED ITEM 40 630 AMPS)****

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

****Days After Receipt of Order (ARO)**

Price to include delivery to:

City of Lubbock
 C/O Sudan Pump Station
 2380 E. HWY 84
 Muleshoe, Tx. 79347

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. 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 Wolforth.

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 Stuart C. Irby Co. a corporation organized under the laws of the State of Mississippi, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Stuart C. Irby Co.
 Address: 7125 Belton St.
 City: Fort Worth State: TX Zip 76118

Bidder acknowledges receipt of the following addenda:

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

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

By Jack May Date: 4/13/14

Authorized Representative - must sign by hand
 Officer Name and Title: JACK MAY, V.P.

Please Print
 Business Telephone Number 817-284-0868 FAX: 817-284-7743
 E-mail Address: seefeldt@irby.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.

Purchasing and Contract Management
Consideration of Location of Bidder's Principal Place of Business Affidavit of Eligibility

Pursuant to Texas Local Government Code §271.9051, in purchasing under this title any real property, personal property that is not affixed to real property, or services, if a municipality receives one or more competitive sealed bids from a bidder whose principal place of business is in the municipality and whose bid is within five percent of the lowest bid price received by the municipality from a bidder who is not a resident of the municipality, the municipality may enter into a contract for construction services in an amount of less than \$100,000 or a contract for other purchases in an amount of less than \$500,000 with:

- (1) the lowest bidder;
- (2) the bidder whose principal place of business is in the municipality if the governing body of the municipality determines, in writing, that the local bidder offers the municipality the best combination of contract price and additional economic development opportunities for the municipality created by the contract award, including the employment of residents of the municipality and increased tax revenues to the municipality.

This section does not prohibit a municipality from rejecting all bids.

This section does not apply to the purchase of telecommunications services or information services, as those terms are defined by 47 U.S.C. Section 153.

In order to receive consideration, bidders must submit this affidavit to:

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

Complete all areas below. Incomplete affidavits may be rejected.

Local Business Name: Stuart C. Irby Co.

Local Address (must be within the City limits): 918 East 50th St. Lubbock, TX 79404

Address of the company's principal place of business within the United States: _____

1. How many residents of the City of Lubbock are employed at the above business location? 2

2. Year your business was established in the City of Lubbock: 2013

3. For transactions that require sales tax, provide the following Reseller information:

Reseller Permit Number: 1-64-0179020-5

Company Name and Address (as it appears on permit):

Stuart C. Irby Co. 815 South President St. Jackson, MS 39201

4. Does your business have more than one office in the State of Texas? Yes No

If Yes, identify the office location considered as the point-of sale credit for sales tax purposes:

918 East 50th St. Lubbock, TX 79404

5. Was the local business required to pay business and/or real property tax for the most recent tax year? Yes No If Yes, did the local business pay any of this tax to the City of Lubbock? Yes No

Under penalty of perjury, the undersigned states that the foregoing statements are true and correct. It is further acknowledged that any person, firm, corporation or entity intentionally submitting false information to the City in an attempt to qualify for eligibility shall be prohibited from bidding on City of Lubbock products and services for a period of one (1) year.

Authorized Signature:  Date: 6/13/14

Printed Name and Title: JACK MAY, V.P.



CITY OF LUBBOCK
WATER UTILITIES
MINIMUM SPECIFICATION

15 KV 630 AMP Continuous Current Automatic Vacuum Recloser

1.0 GENERAL

The City of Lubbock owns and operates a water well field in Lamb and Bailey counties that serves to provide a potable water source for the citizens of Lubbock, Tx. The electrical infrastructure is wholly owned and operated by the City. Primary distribution voltage originates from a XCEL Energy operated substation and is terminated at a delivery point for the City. The City then splits the distribution point into five circuits. The five existing oil contact reclosers have surpassed the expected service life and are currently scheduled for replacement.

The intent of these specifications is to describe the requirements for five NOVA15, 15 KV electronically controlled, automatic three phase solid dielectric, pole mounted vacuum interrupting power circuit reclosers, as manufactured by Cooper Power Systems or approved equal. These reclosers will distribute electrical power throughout the well field. Each automatic circuit recloser (ACR) and automatic controller will be installed by an electrical utility contractor, with whom the City has entered into a contract for electrical power distribution services. The vendor shall coordinate delivery of the reclosers with the Owner's Representative. All equipment shall be furnished as outlined within these specifications. No additional purchases shall be required to make the units operational as specified. After successful installation by the contractor is complete, the AVR provider will provide technical service to perform factory approved start-up services.

2.0 CURRENCY OF MODELS

The reclosers and controllers shall be new and current production models. Discontinued models and models about to be discontinued are not acceptable. All products shall be factory assembled and fully tested after production is complete. Test results shall be submitted to the City's representatives prior to delivery of the reclosers and controllers.

3.0 PRODUCT INFORMATION

The vendor shall submit three copies of detailed and illustrated descriptions, schematics, and drawings for each product quoted at bid closing. One copy shall be for the City's buyer and two shall be furnished to the department responsible for bid evaluation. All items shall be submitted to allow the City's representatives to evaluate each bid. Any bid submitted without these items will be rejected without further consideration.

4.0 PRODUCT DEMONSTRATION

The City of Lubbock reserves the right to receive a demonstration of the product to verify that all specified criteria can be met. The City of Lubbock also reserves the right to reject any or all bids and accept the bid deemed most advantageous to the City of Lubbock.

5.0 BID COMPLIANCE

The vendor shall comply with all specification requirements. Any exception to the specification or part of a specification shall be cited and explained fully in the bid. Otherwise, it is understood that all requirements will be met exactly as specified. Quotations on items that do not meet the minimum specifications for this recloser will not be considered.

6.0 APPLICATION

6.1 There are five oil contact reclosers (OCR's) installed throughout the well field. Each OCR distributes 7200/12470Y three phase voltage through the well field and is stepped down to three phase 480 volt corner ground Delta system for each of the water wells. This configuration will remain unchanged. All existing OCR's are equipped with manual only operation. These units are designed to trip under fault conditions and must be manually reset after the fault conditions are cleared.

6.1.1 OCR #1001 Existing Nameplate Data: Maximum HP is 1,000

Ground Fault Trip Coil				
Opening Sequence				
Shunt Lockout Solenoid				
Automatic Recloser				
Type		R		
Serial Number		6510		
Impulse Withstand		110 KV		
Max. Des Volt		15.5 KV		
		12.0-13.2		
Closing Nominal Volt		KV		
Operating Range		+/- 15%		
Series Trip Coil Data				
Cont. Current		100 Amp		
Min. Trip Current		200 Amp		
Nom. Volt		4.8	8.32	14.4 KV
Current		6000	5000	4000 Amp
Opening Sequence		2 curve A		

6.1.2 **OCR #1002 Existing Nameplate Data: Maximum HP is 850**

Ground Fault Trip Coil	2.3 Amp			
Opening Sequence	2122			
Shunt Lockout Solenoid	230v	.12 amp	60	
Automatic Recloser			cycles	
Type	R			
Serial Number	5372			
Impulse Withstand	110 KV			
Max. Des Volt	15.5 KV			
Closing Nominal Volt	12.0-13.2			
Operating Range	KV			
Series Trip Coil Data	+/- 15%			
Cont. Current	280 amp			
Min. Trip Current	560 amp			
Nom. Volt	4.8	8.32	14.4	KV
Current	6000	5000	4000	Amp
Opening Sequence	2 curve A	2 curve	B	

6.1.3 **OCR #1003 Existing Nameplate Data: Maximum HP is 600**

Ground Fault Trip				
Coil				
Opening Sequence				
Shunt Lockout				
Solenoid				
Automatic Recloser				
Type	RX			
Serial Number	2229			
Impulse Withstand	110 KV			
Max. Des Volt	15.5 KV			
Closing Nominal				
Volt	14.4 KV			
Operating Range	+/- 15%			
Series Trip Coil Data				
Cont. Current	280 amps			
Min. Trip Current	560 amps			
Nom. Volt	4.8	8.32	14.4	KV
Current	6000	5000	4000	Amp
Opening Sequence	2 curve A	2 curve	B	

vacuum interrupters, electronic control and pole mounting frame and hanger.

- 7.2 The dielectric shall be a hydrophobic cycloaliphatic-epoxy polymer to provide solid encapsulation/insulation and maintenance free, environmentally safe operation. Insulation shall be highly resistant to ozone, oxygen, moisture, contamination and ultra-violet light.
- 7.3 The recloser shall have three interrupter modules with embedded CT for each phase. The contacts shall make and break simultaneously.
- 7.4 Operating mechanism shall provide three-phase tripping and three-phase lockout. No single phase trips will be used for these applications.
- 7.5 The terminal connector shall be eye bolt type for 1/0 up to 500 kCM size cable.
- 7.6 Recloser mechanism shall be provided with auxiliary-powered interface with a voltage source of 120 VAC, to be fully operational with Form 4D NOVA Control, as manufactured by Cooper Power Systems.
- 7.7 The recloser shall be able to withstand external flashover without damage and allow re-energizing after external flashover without cleaning.
- 7.8 A manual hook stick operating lever handle with position indicator shall be provided for manual operation.
- 7.9 ACR's shall be equipped with individual phase position indicators that are highly visible from the ground.
- 7.10 Ratings:
Recloser furnished under this specification shall have the following ratings, as minimum:
- | | |
|---|----------|
| Maximum Voltage (kV) | 15.5 |
| Basic Impulse level (kV) | 110 |
| Continuous Current (Amps) | 630 |
| Short Circuit Current (kA) | 12.5Sym. |
| Making Current (KA), Peak | 32 Asym. |
| Mech/Elect operations (w/o maintenance) | 10,000 |
- 7.11 Each ACR shall be equipped with the following accessories:
- 120 VAC auxiliary power with 120 VAC compartment heater. A separate 2 wire cable shall be supplied between the ACR and controller
 - Internal voltage sensing device and a 30' voltage sensing cable.

- 30'14 pin control cable. All cables shall be weatherproof and sunlight resistant.
- Pole mounting hanger to be bolted directly to the recloser frame and provided with stainless steel hardware.
- Lightning arrestors with mounting brackets on source and load sides for each phase
- Lifting provisions for the enclosure

8 Electronic Recloser Controls

- 8.1 A Form 4D electronic controller manufactured by Cooper Power Systems shall be supplied with each recloser.
- 8.2 A stainless steel weatherproof enclosure with a lockable exterior swing open door with quarter turn latching mechanism shall be provided with the Form 4D controller. An interior swing open door shall be provided to mount the electronic controller package. A wood pole mounting bracket shall be included with all necessary hardware. The enclosure shall have a cutout to access all cabling connections
- 8.3 Vendor shall supply a pole mounted transformer for each recloser to provide 120 VAC control power to the controller. Primary voltage will be 7200/12470Y. Pole mounting brackets for the transformers shall also be included.
- 8.4 A fused 120 VAC 3-wire polarized GFCI convenience outlet shall be included with the controller.
- 8.5 Provisions shall be made to allow for future installation of a SD-9 data radio, as manufactured by GE Microwave Data Systems.
- 8.6 A discrete interface board option shall be included with each controller. It shall provide eight configurable input control contacts and eight configurable output status contacts.
- 8.7 A minimum 13 amp-hour battery shall be installed in the enclosure.
- 8.8 The controller display shall be defaulted to the English language.
- 8.9 Shall be equipped with provisions for a future RJ45 ethernet data communications port. The controllers shall be equipped with RS-232 communications port and Modbus RTU communication protocol. RS-232 may be installed either on the front access panel or behind the access panel.
- 8.10 The controller shall provide the following line protection functions, as minimum:

5. Calendar clock
6. Duty cycle monitor
7. Operations counter

8.14 The controller shall be capable of the following SCADA functions from customer supplied RTU:

1. Trip/Lockout
2. Close
3. Non-reclosing (SCADA control of reclosing cutoff shall conform to the requirements of the most current edition of the National Electric Safety Code)
4. Ground trip block
5. Alternate minimum trip

8.15 The controller shall provide the following contact indication for City's SCADA:

1. Recloser open/close status
2. Non-reclosing status
3. Ground trip block status
4. Alternate minimum trip status
5. Supervisory control switch position status
6. Control lockout status
7. Phase fault target status
8. Control malfunction status
9. Input power status

8.16 The controller shall provide the following power metering measurements by means of the LCD readout on the controller and the RS-232 full time SCADA port:

1. Instantaneous phase and neutral currents
2. Demand phase and neutral currents
3. Instantaneous phase-to-phase and phase-to-ground voltages
4. Instantaneous single phase and 3 phase Watts
5. Demand single phase and 3 phase Watts
6. Instantaneous single phase and 3 phase VARS
7. Demand single phase and 3 phase VARS

8.17 Microprocessor Control Programming

1. Recloser settings shall be accomplished by use of onboard manual keypad entry and by a City owned personal computer. Provide an RS-232 communications port to allow PC access for downloading data or settings and uploading of setting data. Each Form 4D recloser controller shall be provided with the most current version of

configuration software (five total software packages) and provided to the owner's representative upon delivery of the recloser and controller packages.

2. Provide City enabled/disabled RTS/CTS control for direct connection to a data radio provided by the City.
3. The microprocessor controller relay shall be equipped with a security system that allows the user to limit access to programming and operating parameters to unauthorized persons by establishing varying levels of password protection.

City of Lubbock, TX
15KV 630 AMP Continuous Current Automatic Vacuum Reclosers
Bid Tabulation
July 24, 2014

ITB 14-11927-DG
15KV 630 AMP Continuous Current Automatic Vacuum Reclosers

Item	Qty	UM	Description/Vendor	Location	Unit Cost	Extended Cost
1	5	EA	15 KV 630 Amp Continuous Current Automatic Vacuum Reclosers			
			Stuart C. Irby	Lubbock, TX	19,063	NQAS
			H.D. Supply	Lubbock, TX	19,194	NQAS
			Border States Electric	Lubbock, TX	19,615	NQAS
			Stuart C. Irby	Lubbock, TX	19,800	\$ 99,001
			Border States Electric	Lubbock, TX	20,533	102,666
2			All or None			
			Stuart C. Irby	Lubbock, TX	19,063	NQAS
			H.D. Supply	Lubbock, TX	19,194	NQAS
			Border States Electric	Lubbock, TX	19,615	NQAS
			Stuart C. Irby	Lubbock, TX	19,800	\$ 99,001
			Border States Electric	Lubbock, TX	20,533	102,666

*NQAS-Not Quoted as Specified

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 24, 2014**

Capital Project Number:	92354
Capital Project Name:	Electrical Distribution Oil Contact Recloser Units

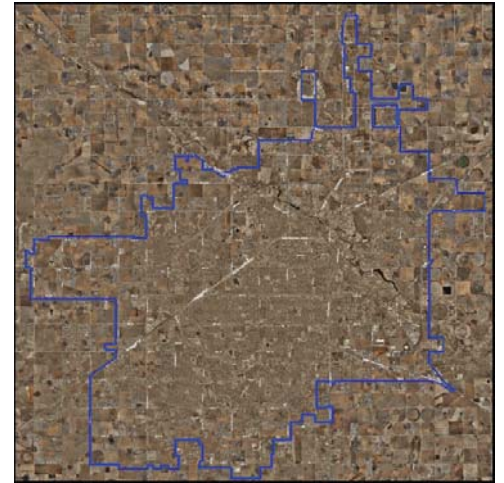
	Budget
<i>Encumbered/Expended</i>	\$ -
<i>Current Agenda Items - July 24, 2014</i>	
Stuart C. Irby Co.	99,001
<i>Encumbered/Expended to Date</i>	99,001
<i>Estimated Costs for Remaining Appropriation</i>	
Upgrades/Replacements	150,999
<i>Remaining Appropriation</i>	150,999
Total Appropriation To Date	\$ 250,000

Managing Department **Water Production**

Project Manager **Bruce Blalack**

Project Classification **Replacement Infrastructure**

Project Status **Approved**



Project Scope

Replacement of five electrical distribution oil contact recloser units along with the related control systems and ground fault trip indicators.

Project Justification

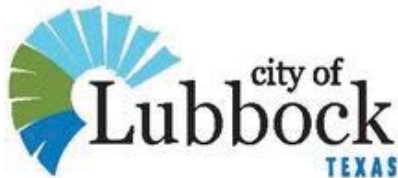
The existing electrical distribution oil contact recloser units for the Bailey County Well Field (BCWF) electrical infrastructure are between 30 and 50 years old. They need to be replaced to ensure the electrical system is protected during power surges and ground faults to prevent damage.

Project History

\$250,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	250,000	0	0	0	0	0	0	250,000
Total Project Appropriation	250,000	0	0	0	0	0	0	250,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2014 Water Revenue CO's	250,000	0	0	0	0	0	0	250,000
Total Funding Sources	250,000	0	0	0	0	0	0	250,000



Regular City Council Meeting

6. 6.

Meeting Date: 07/24/2014

Information

Agenda Item

Right-of-Way Ordinance 1st Reading – Right-of-Way: Consider an ordinance abandoning and closing a access, underground utility and drainage easement, located in Lots 1-47 and Tract C, Raider Ranch Addition, Lubbock County, Texas.

Item Summary

This ordinance abandons and closes an access, underground utility and drainage easement located in Tract C, Raider Ranch Addition. The closures are west of Milwaukee Avenue on 43rd Street. The easements are no longer needed.

All utility companies and Storm Water Engineering is in agreement with this closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Raider Ranch

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING AN ACCESS EASEMENT, UNDERGROUND UTILITY EASEMENT AND DRAINAGE EASEMENT (COLLECTIVELY, THE "EASEMENTS"), LOCATED IN TRACT C, RAIDER RANCH, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, AS SHOWN ON THE CERTAIN PLAT THEREOF FILED OF RECORD UNDER COUNTY CLERK NO. 2008020931, OFFICIAL PUBLIC RECORDS, LUBBOCK COUNTY, TEXAS, INSOFAR AND ONLY INSOFAR AS THE EASEMENTS COVER AND ENCUMBER THAT CERTAIN TRACT OF LAND DESCRIBED IN EXHIBIT "A", ATTACHED HERETO (THE "ABANDONMENT TRACT"); DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID PARTIAL ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the Easements, INSOFAR AND ONLY INSOFAR as the Easements cover and encumber the Abandonment Tract, are no longer needed for easement purposes and for public use; and it would be in the public interest to partially close, vacate and abandon the same for easement purposes and for public use, and it would be in the public interest to partially close, vacate and abandon the same, all as expressly provided herein; NOW THEREFORE:

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

SECTION 1. THAT the Easements, INSOFAR AND ONLY INSOFAR as the Easements cover and encumber the Abandonment Tract, BE and the same are hereby closed, vacated and abandoned for easement purposes and for public use.

SECTION 2. THAT the City hereby expressly retains and reserves, and this Ordinance shall not affect, any right, title or interest that the City may own, occupy, hold or possess under or pursuant to the Easements, INSOFAR as said Easements may cover and encumber lands other than the Abandonment Tract, and said Easements, INSOFAR as they may cover and encumber lands other than the Abandonment Tract, shall remain valid and subsisting and in full force and affect in accordance with the terms thereof.

SECTION 3. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said partial abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 4. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



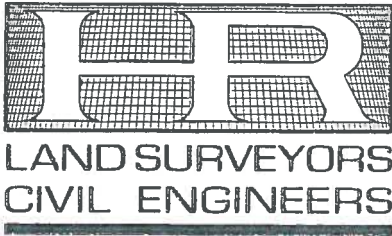
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Richard Casner, Natural Resources and Utility Attorney

A&C-Easement-Raider Ranch.ord
7.8.14



HUGO REED AND ASSOCIATES, INC.

1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806-763-5642 / FAX 806-763-3891

TEXAS REGISTERED ENGINEERING FIRM F-760

TEXAS LICENSED SURVEYING FIRM 100676-00



METES AND BOUND DESCRIPTION of a 0.0116 acre tract of land being a portion of an access, underground utility and drainage easement as dedicated by plat recorded under County Clerk File No. (CCFN) 2008020931 of the Official Public Records of Lubbock County, Texas, (OPRLCT), located in Tract C, Raider Ranch, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded under CCFN 2008020931, OPRLCT, being further described as follows:

BEGINNING at an 80 penny nail for the Northeast corner of this tract which bears South a distance of 185.76 feet and West a distance of 604.38 feet from the Northeast corner of said Tract C, Raider Ranch;

THENCE S. 03°56'42" E. a distance of 18.00 feet to an 80 penny nail set for the Southeast corner of this tract;

THENCE S. 86°03'18" W. a distance of 29.00 feet to an 80 penny nail set for the Southwest corner of this tract;

THENCE N. 03°56'42" W. a distance of 18.00 feet to an 80 penny nail set for the Northwest corner of this tract;

THENCE N. 86°03'18" E. a distance of 29.00 feet to the Point of Beginning.

Contains: 504.00 square feet.

Bearings are relative to the recorded final plat of Lots 1-47 and Tract C, Raider Ranch Addition to the City of Lubbock, Lubbock County, Texas.

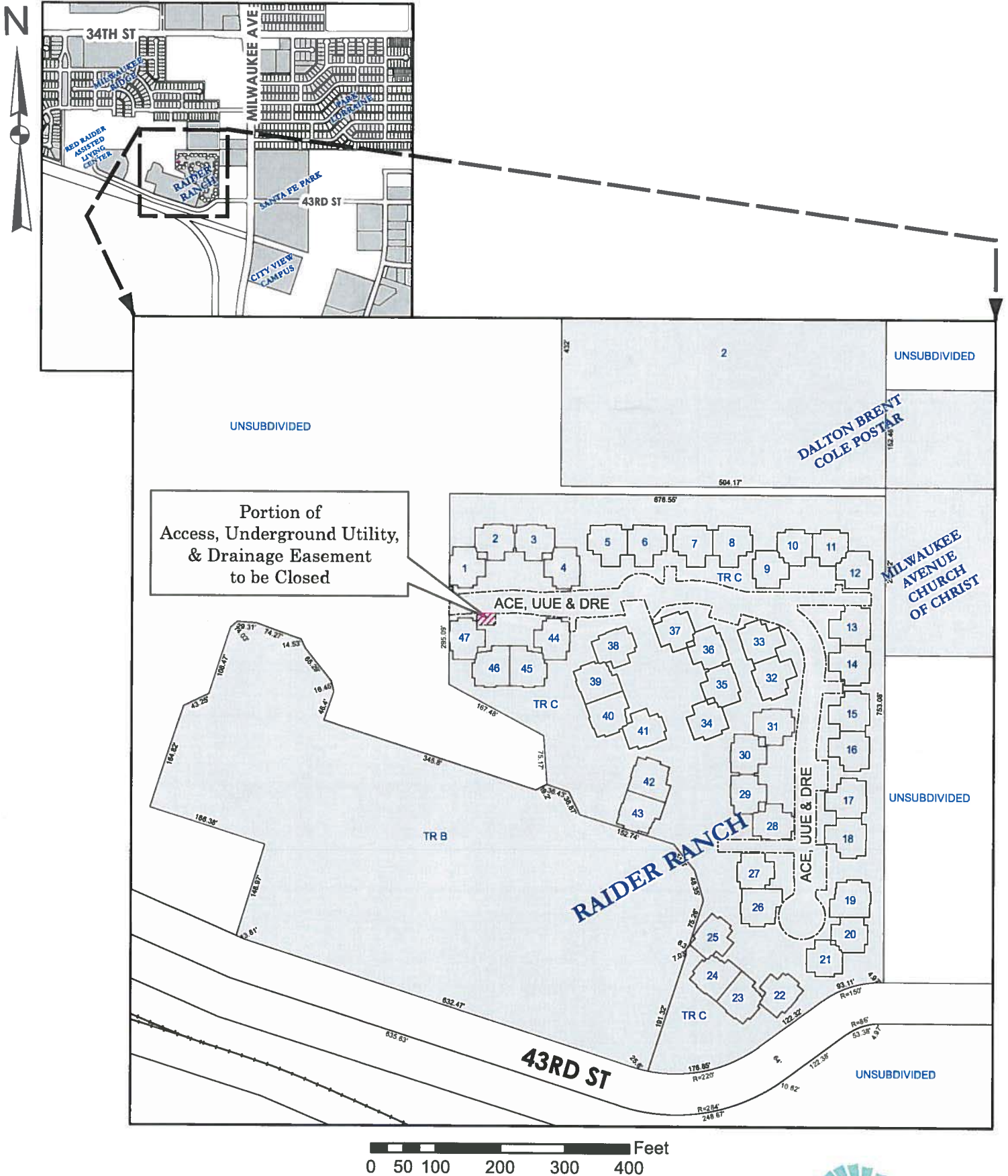
DATE: July 3, 2014

July 7, 2014: revised to correct CCFN number.

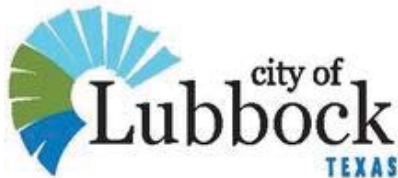
Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas



Proposed Closing of a Portion of an Access, Underground Utility and Drainage Easement Located in Tract C, Raider Ranch Addition



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



Regular City Council Meeting

6. 7.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Mary Gayle Greenhill, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Sections 8, 15, 25, Block JS, Lubbock County, Texas.

Item Summary

In 2012 the City of Lubbock 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 \$7,547 for permanent and temporary easement and \$3,762 for crop damages for a total of \$11,309 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 \$11,309 available for this purpose.

Staff/Board Recommending

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

Attachments

[Resolution & Easement - Greenhill](#)

[Budget Detail](#)

[CIP Detail](#)

RESOLUTION

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

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as (herein so called), attached hereto and incorporated herein by reference, encumbering lands located in Sections 8, 15 and 25, 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 \$11,309.00 and that closing costs shall also be paid by the City of Lubbock 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:



Richard Casner, Natural Resources and Utility Attorney

RES.Easement.Baily County Well Field Project-Parcel 26,27,28
7.7.14

EASEMENT

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

GRANTOR, Mary Gayle Greenhill, with street address of 433 Riversville Road, Greenwich, CT 06831, 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 Easement to survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate within the Easement Lands, replace, repair, and remove (hereinafter called "Permitted Uses") a single pipeline (the "Pipeline") together with 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 to be used solely for operation of the Pipeline System (as defined herein below) 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 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 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 common law obligations imposed on easement holders and 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. If obtained by Grantee, upon completion of any construction project that is part of the Pipeline System and upon completion of any record survey, Grantee shall provide a copy to Grantor of the record survey showing the location of the Easement and Pipeline System and all other installed assets on the Grantor's lands. *Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.*

3. The Easement granted herein shall be for the transportation of water (excluding brine and 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. Grantee agrees that during Grantee's construction of 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 (collectively "Spoil Piles") shall be removed by Grantee from Grantor's property, unless Grantor, prior to such construction, instructs Grantee in writing of an alternate location for such Spoil Piles which location shall be on the land of Grantee contiguous to the Easement Lands.

6. Grantee shall at all times during the Easement Term, at Grantee's sole cost and expense, keep the Pipeline System in a safe and properly maintained condition. Grantee shall promptly make all necessary or appropriate repairs, replacements and renewals of the Pipeline System, and keep and maintain the Pipeline System in good order, condition, and repair (ordinary wear and tear excepted), and in such condition as may be required by applicable Legal Requirements. 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. Grantee will provide Grantor with a copy of Grantee's environmental permit(s), if applicable, and notify Grantor of any proposed changes to said permit(s).

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. Before a fence is cut by Grantee, it shall be properly supported on either side of the contemplated opening by suitable posts and braces.

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. The Pipeline System shall be buried so that the highest point of the Pipeline is buried at a minimum of four feet (4') below the surface to allow for cultivation of the soil. Without limiting the generality of the foregoing, Grantor specifically reserves the right to install underground irrigation tape or water lines above the Pipeline for the purpose of either irrigating through a drip system or in order to interconnect wells and feed a center pivot irrigation system. Any underground irrigation tape or water lines installed by Grantor in accordance with the provisions above, shall maintain a minimum separation of two feet (2') from the Pipeline. However, the right reserved by Grantor as to the perpetual Easement shall not include the right to erect any buildings, reservoirs, structures, or other improvements on the perpetual Easement (other than the permitted irrigation equipment), without the advance written permission of Grantee. Grantor, upon request from Grantee, agrees to rotate any pivot system off the Easement portion in order to afford access to the Grantee for needed repairs, maintenance and/or inspection.

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. The grant of Easement herein contained is subject to all prior valid and subsisting easements, leases including oil, gas and wind energy leases, and rights-of-way of record affecting the Lands.

12. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, subject only to the interest of Grantee hereunder and to the matters set out in Paragraph No. 11 hereof and to such other defects, interests, or encumbrances as may be waived in writing by Grantee. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

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

14. Grantee shall have the right to use so much of Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as though set forth verbatim, as is reasonably necessary, 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.

15. "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.

16. 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.

22. Grantee agrees not to interfere with Grantor's rights to cultivate, use and enjoy the Lands for any purpose, except as limited herein, provided that any such operation or use by Grantor, or Grantor's heirs, successors or assigns, shall not interfere with or endanger the operations or integrity of Grantee's Pipeline System. Additionally, the Grantor will not construct any facilities or perform any activities in or around the Easement and Lands that may violate federal and state regulations regarding the protection of drinking water supplies and facilities that convey such water. Further, no structure shall be placed on the Easement, which would interfere with or endanger the operations or integrity of the Pipeline System. Notwithstanding the foregoing, Grantee agrees that Grantor may cultivate and harvest crops upon the Easement, may have a circle pivot system which passes over the Easement, may install drip irrigation tape below the surface of the Easement for the purpose of watering crops growing upon the Easement as called for in paragraph 9 herein above, and may cross Grantee's Pipeline with a pipeline for the purpose of connecting its wells and irrigating Grantor's property over which the Easement passes so long as such pipeline installed by Grantor maintains at least two feet (2') separation from the Pipeline.

23. 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.

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.

24. 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.

25. Unless determined by an independent, 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 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 independent outside engineer) due to the existence of rock or material elevation change.

26. 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.

27. Limitations on Facilities. Other than line markers, manhole covers, test leads, and valve covers, Grantee cannot construct, erect or maintain on the easement any other appurtenances unless the same is specifically provided for in this Agreement.

28. Post Construction Requirements. Grantee agrees to, as nearly as is practical, return the land to its original condition such that the post pipeline construction and installation shall not cause Grantor to incur additional costs to perform the same efforts and realize results on the lands as previously experienced; however, any and all

trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush and other debris resulting from Grantee's activities on the Easement Lands shall be removed as called for in paragraph 5 above. Specific to the production of any crop on the property, it is anticipated that during construction subsurface rock may be unearthed and deposited on the surface. It is agreed that all excess rock greater than 3" shall be removed from the Easement Lands so that the Easement Lands are left with no more rock, in terms of quantity and size, than adjacent land of Grantor.

29. Equipment Removal After Construction. Grantee agrees to remove all construction equipment within forty five (45) days after completion of construction. Should the Grantee fail to remove any construction equipment from the premises within such 45 day period, the same shall, at Grantor's option, be removed at Grantee's expense.

30. Non-Exclusive Easement/ Automatic Termination. Grantor retains the exclusive right to grant easements to third parties in accordance with the restrictions upon Grantor set forth herein, and that the easement cannot be used for any other purpose than to transport fresh water across the property.

31. Blasting/Construction Practices. In order to lessen the possibility of damaging Grantor's wells, Grantee agrees that it will not use any explosive devices during the construction of the Pipeline System except as a last resort. If blasting is required, Grantee agrees to give Grantor advance notice before conducting any blasting and shall give Grantor the opportunity to be present, at a safe distance, when the blasting occurs.

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:



Mary Gayle Greenhill

GRANTEE:

The City of Lubbock

By: _____

Name: _____


Title: _____

ATTEST:

Rebecca Garza, City Secretary

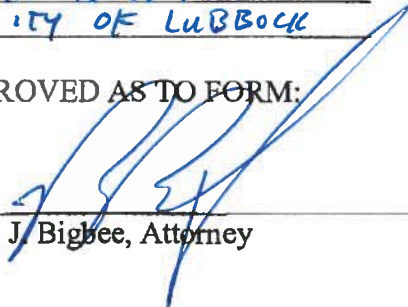
[Acknowledgements of the Parties on Next Page]

APPROVED AS TO CONTENT:



DIRECTOR OF PUBLIC WORKS
CITY OF LUBBOCK

APPROVED AS TO FORM:



Ryan J. Bigbee, Attorney

New York
STATE OF CONNECTICUT §
§
COUNTY OF New York §

This instrument was acknowledged before me on April 11, 2014, by Mary Gayle Greenhill.

MELANIE CASTILLO
NOTARY PUBLIC
STATE OF NEW YORK
NO. 01CA6044712
QUALIFIED IN ORANGE COUNTY
COMMISSION EXPIRES SEPTEMBER 19, 2014

Melanie Castillo
Notary Public, State of ~~Connecticut~~ New York
Melanie Castillo
Printed Name of Notary
My commission expires: September 19, 2014

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



50.00 ACRES
TRAMM K. & TRAMM G. LEWIS
VOL. 10066, PG. 50

114.2 ACRES
MARY GREENHILL
VOL. 10066, PG. 50

80.47 ACRES
MARY GREENHILL
VOL. 10066, PG. 50

100.00 ACRES
MURPHY L. LARK
COMMISSIONERS COURT



Line Table		
Line #	Direction	Length
L1	S88° 09' 26"E	30.00'
L2	N01° 46' 48"E	379.17'
L3	S88° 09' 26"E	30.00'
L4	S01° 46' 48"W	419.20'
L5	N88° 03' 46"W	20.03'
L6	S01° 48' 58"W	1680.87'
L7	S46° 48' 58"W	56.57'
L8	S01° 48' 58"W	717.44'
L9	N88° 11' 08"W	30.00'
L10	N01° 48' 58"E	744.01'
L11	N46° 48' 58"E	42.43'
L12	N01° 48' 58"E	1704.32'

114.2 ACRES
MARY GREENHILL
VOL. 10066, PG. 50

80.47 ACRES
MARY GREENHILL
VOL. 10066, PG. 50

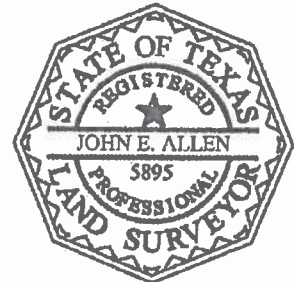
OCCUPIED AS NORTH COUNTY ROAD 1600
(NO DOCUMENT FOUND)
40' ROAD EASEMENT, COMMISSIONERS COURT MINUTES, FEB. 6, 1931

BAILEY COUNTY WATER PIPELINE
Parcel No. 26 - Permanent Easement
PERIMETER SURVEY OF A 2.401 ACRE
TRACT LOCATED IN
SECTIONS 8, 15, and 25
BLOCK JS
LUBBOCK COUNTY, TEXAS

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

Surveyed on the ground.
August 26, 2013

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



- NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊙ - FOUND 3/8" IRON ROD
⊙ - FOUND 1/2" IRON ROD WITH CAP

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

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

Sheet 1 of 2

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100878-00
PHONE: 806 / 763-5842
TEXAS REGISTERED ENGINEERING FIRM F-760
FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 26 - Permanent Easement
PERIMETER SURVEY OF A 2.401 ACRE TRACT LOCATED IN
SECTIONS 8, 15 and 25, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 2.401 acre parcel located in Sections 8, 15 and 25, Block JS, Lubbock County, Texas, being a portion of a 114.2 and a 80.47 acre tract described in Volume 10066, Page 50, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/8" iron rod found (North: 7292006.72', East: 911208.75') at the common corner of Sections 8, 15, 25 and 26, Block JS, Lubbock County, Texas, and at the Northwest corner of a 40.00 foot road easement described in Commissioners Court Minutes, February 6, 1931, for a corner of this parcel;

THENCE S. 88°09'26" E. along the common line of said Sections 8 and 25, Block JS, and along the North line of said 40.00 foot road easement a distance of 30.00 feet to a 1/2" iron rod with cap set for an 'ell' corner of this parcel;

THENCE N. 01°46'48" E. a distance of 379.17 feet to a 1/2" iron rod with cap set in the North line of said 80.47 acre tract and in the South line of a 20.00 acre tract described in County Clerk File Number 2007048479, Official Public Records, Lubbock County, Texas, for the Northernmost Northwest corner of this parcel;

THENCE S. 88°09'26" E. along the common line of said 20.00 acre tract and said 80.47 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°46'48" W. at 379.17 feet pass the common line of said Sections 8 and 25, Block JS, also being the North line of said 40.00 road easement, at 409.17 feet pass the North line of a 60.00 foot Canadian River Pipeline easement described in Volume 988, Page 470, Deed Records, Lubbock County, Texas, continuing for a total distance of 419.20 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 88°03'46" W. a distance of 20.03 feet to a 1/2" iron rod with cap set in the East line of said 40.00 foot road easement, for an 'ell' corner of this parcel;

THENCE S. 01°48'58" W. along the East line of said 40.00 foot road easement, at 56.00 feet pass the South line of said 60.00 foot Canadian River Pipeline easement, continuing for a total distance of 1680.87 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 46°48'58" W. a distance of 56.57 feet to a 1/2" iron rod with cap set in the common line of said Sections 8 and 15, Block JS, and in the common line of said 80.47 and 114.2 acre tracts, and in the West line of said 40.00 foot road easement, for a corner of this parcel;

THENCE S. 01°48'58" W. along the common line of said Sections 8 and 15, Block JS, also being the common line of said 80.47 and 114.2 acre tracts, a distance of 717.44 feet to a 1/2" iron rod with cap set at the Southwest corner of said 80.47 acre tract and the Southeast corner of said 114.2 acre tract and at the Southwest corner of said 40.00 foot road easement and at the Northeast corner of a 105.459 acre tract described in Volume 8950, Page 84, Official Public Records, Lubbock County, Texas, and at the Northwest corner of a 5.47 acre tract described in County Clerk File Number 2007049575, Official Public Records, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°11'08" W. along the common line of said 114.2 acre tract and said 105.459 acre tract a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°48'58" E. a distance of 744.01 feet to a 1/2" iron rod with cap set for a corner corner of this parcel;

THENCE N. 46°48'58" E. a distance of 42.43 feet to a 1/2" iron rod with cap set in the common line of said Sections 8 and 15, Block JS, also being the common line of said 114.2 acre tract and 80.47 acre tract and in the West line of said 40.00 foot road easement, for a corner corner of this parcel;

THENCE N. 01°48'58" E. along the common line of said Sections 8 and 15, Block JS, also being the common line of said 114.2 acre tract and 80.47 acre tract and being the West line of said 40.00 foot road easement, at 1608.32 feet pass the South line of said 60.00 foot Canadian River Pipeline easement and at 1668.32 feet pass the North line of said 60.00 foot Canadian River Pipeline easement continuing for a total distance of 1704.32 feet to the Point of Beginning.

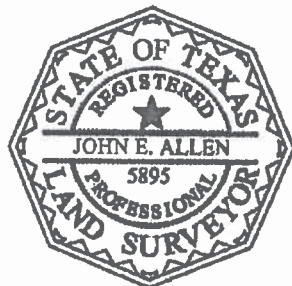
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances and coordinates are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002347

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

Surveyed on the ground
August 26, 2013



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



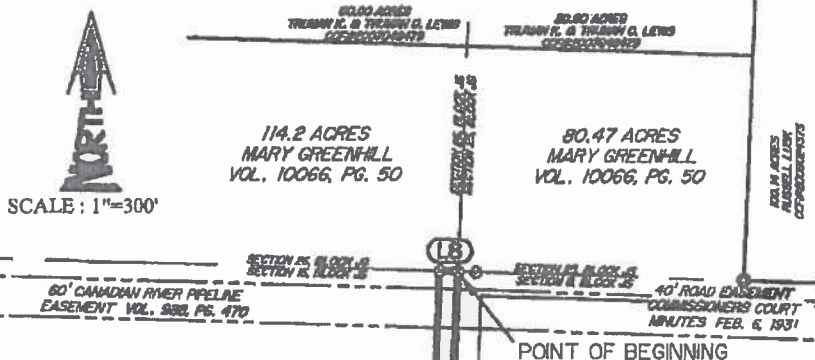
Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS CIVIL ENGINEERS	1801 AVENUE N LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100678-00	PHONE: 806 / 783-6642
TEXAS REGISTERED ENGINEERING FIRM F-780	FAX: 806 / 763-3891

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Exhibit B
Legal Description of the Temporary Easement


BAILEY COUNTY WATER PIPELINE
 Parcel No. 27 - Temporary Easement
 PERIMETER SURVEY OF A 1.715 ACRE
 TRACT LOCATED IN
SECTION 15, BLOCK JS
 LUBBOCK COUNTY, TEXAS

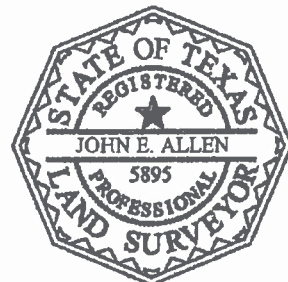


Line Table		
Line #	Direction	Length
L1	S01° 48' 58"W	1704.32'
L2	S46° 48' 58"W	42.43'
L3	S01° 48' 58"W	744.01'
L4	N88° 11' 08"W	30.00'
L5	N01° 48' 58"E	756.43'
L6	N46° 48' 58"E	42.43'
L7	N01° 48' 58"E	1691.82'
LB	S88° 19' 48"E	30.00'

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

Surveyed on the ground.
 August 26, 2013


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



- NOTES:
 HEAVY LINES INDICATE PLAT LIMITS.
 ⊙ - SET 1/2" IRON ROD WITH CAP
 ⊙ - FOUND 3/8" IRON ROD
 ⊙ - FOUND 1/2" IRON ROD WITH CAP

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

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

Sheet 1 of 2

HR HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 TEXAS LICENSED SURVEYING FIRM 100876-00
 TEXAS REGISTERED ENGINEERING FIRM F-760

1601 AVENUE N
 LUBBOCK, TEXAS 79401
 PHONE: 808 / 763-5842
 FAX: 808 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 27 - Temporary Easement
PERIMETER SURVEY OF A 1.715 ACRE TRACT LOCATED IN
SECTION 15, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.715 acre parcel located in Section 15, Block JS, Lubbock County, Texas, being a portion of a 114.2 acre tract described in Volume 10066, Page 50, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/8" iron rod found (North: 7292006.72', East: 911208.75') at the common corner of Sections 8, 15, 25 and 26, Block JS, Lubbock County, Texas, and at the Northwest corner of a 40.00 foot road easement described in Commissioners Court Minutes, February 6, 1931, and in the common line of said 114.2 and 80.47 acre tracts, for the Northeast corner of this parcel;

THENCE S. 01°48'58" W. along the common line of said Sections 8 and 15, Block JS, and along the common line of said 114.2 and 80.47 acre tracts, also being the West line of said 40.00 foot road easement, at 30.00 feet pass the North line of a 60.00 foot Canadian River Pipeline easement described in Volume 988, Page 470, Deed Records, Lubbock County, Texas, at 90.00 feet pass the South line of said 60.00 foot Canadian River Pipeline easement, continuing for a total distance of 1704.32 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 46°48'58" W. a distance of 42.43 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE S. 01°48'58" W. a distance of 744.01 feet to a 1/2" iron rod with cap set in the South line of said 114.2 acre tract and in the North line of a 105.459 acre tract described in Volume 8950, Page 84, Official Public Records, Lubbock County, Texas, for the Southeast corner of this parcel;

THENCE N. 88°11'08" W. along the common line of said 105.459 and 114.2 acre tracts a distance of 30.00 feet to a 1/2" iron rod with cap set for the Southwest corner of this parcel;

THENCE N. 01°48'58" E. a distance of 756.43 feet to a 1/2" iron rod with cap set for a corner of this parcel;

THENCE N. 46°48'58" E. a distance of 42.43 feet to a 1/2" iron rod with cap set for a corner of this parcel;


THENCE N. 01°48'58" E. at 1595.82 feet pass the South line of said 60.00 foot Canadian River Pipeline easement, at 1655.82 feet pass the North line of said 60.00 foot Canadian River Pipeline easement, continuing for a total distance of 1691.82 feet to a 1/2" iron rod with cap set in the common line of said Sections 15 and 25, Block JS, for the Northwest corner corner of this parcel;

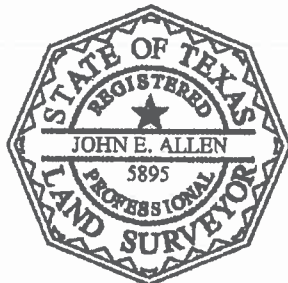
THENCE S. 88°19'48" E. along the common line of said Sections 15 and 25, Block JS, a distance of 30.00 feet to the Point of Beginning.

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

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

Surveyed on the ground
August 26, 2013


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



Sheet 2 of 2

HR HUGO REED AND ASSOCIATES, INC.	
LAND SURVEYORS	1801 AVENUE N
CIVIL ENGINEERS	LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100676-00	PHONE: 806 / 763-5642
TEXAS REGISTERED ENGINEERING FIRM F-760	FAX: 806 / 763-3881

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


BAILEY COUNTY WATER PIPELINE
Parcel No. 28 - Temporary Easement
PERIMETER SURVEY OF A 0.289 ACRE
TRACT LOCATED IN
SECTIONS 8 and 25,
BLOCK JS
LUBBOCK COUNTY, TEXAS

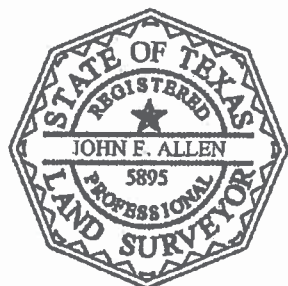

SCALE: 1"=150'

Line Table		
Line #	Direction	Length
L1	N01° 46' 48"E	419.20'
L2	S88° 09' 26"E	30.00'
L3	S01° 46' 48"W	419.17'
L4	N88° 13' 12"W	30.00'

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

Surveyed on the ground.
August 26, 2013


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



NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊙ - FOUND 3/8" IRON ROD

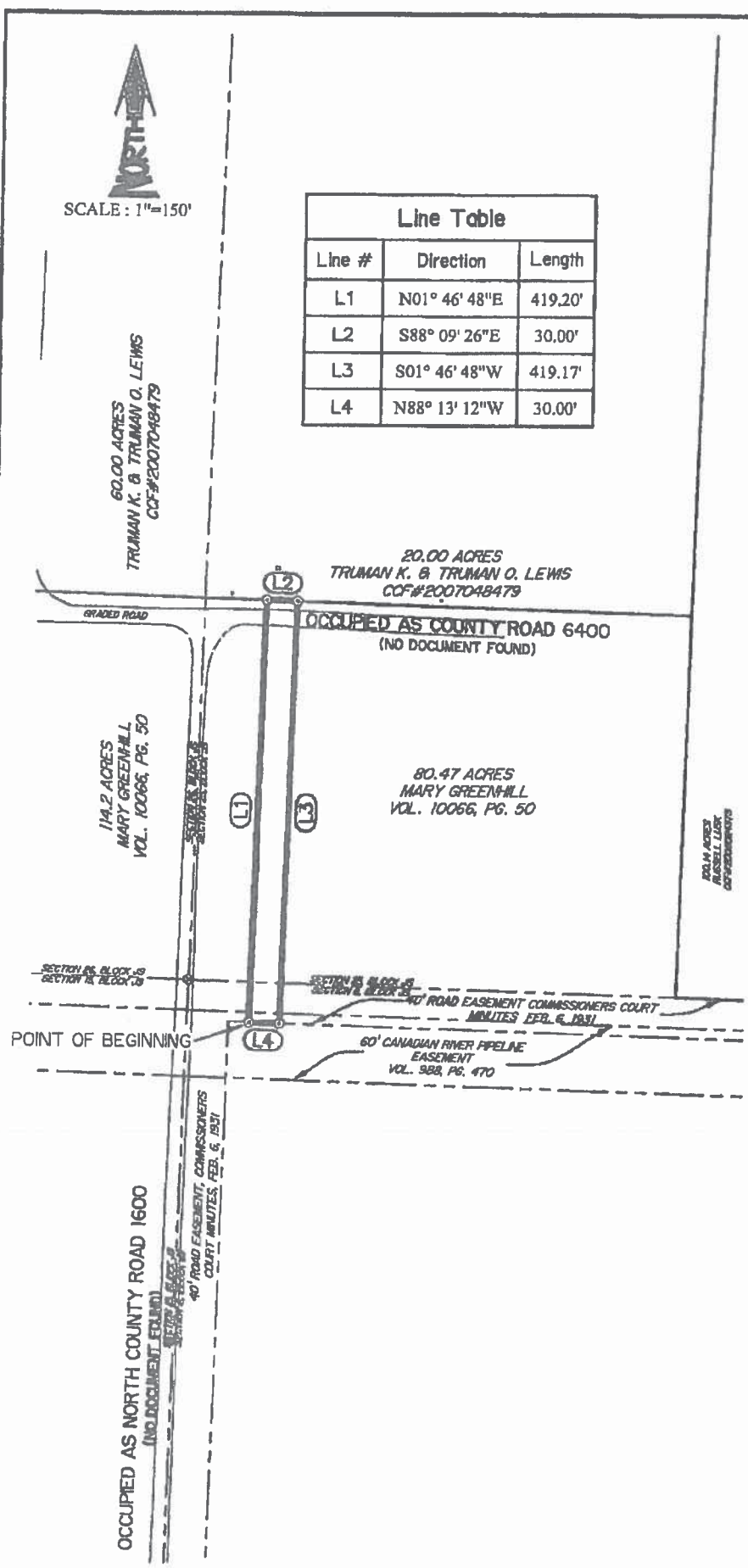
A legal description of even survey date herewith accompanies this plat of survey.

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

Sheet 1 of 2

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS 1601 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYING FIRM 100678-00 PHONE: 806 / 765-5842
TEXAS REGISTERED ENGINEERING FIRM F-780 FAX: 806 / 763-3891

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BAILEY COUNTY WATER PIPELINE
Parcel No. 28 - Temporary Easement
PERIMETER SURVEY OF A 0.289 ACRE TRACT LOCATED IN
SECTIONS 8 and 25, BLOCK JS
LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.289 acre parcel located in Sections 8 and 25, Block JS, Lubbock County, Texas, being a portion of a 80.47 acre tract described in Volume 10066, Page 50, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set (North: 7291964.77', East: 911267.48') in the South line of a 40.00 foot road easement described in Commissioners Court Minutes, February 6, 1931, which bears S. 88°09'26" E. a distance of 60.00 feet and S. 01°46'48" W. a distance of 40.03 feet from a 3/8" iron rod found at the common corner of Sections 8, 15, 25 and 26, Block JS, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°46'48" E. at 9.93 feet pass the North line of a 60.00 foot Canadian River Pipeline easement described in Volume 988, Page 470, Deed Records, Lubbock County, Texas, at 40.03 feet pass the common line of said Sections 8 and 25, Block JS, also being the North line of said 40.00 foot road easement, continuing for a total distance of 419.20 feet to a 1/2" iron rod with cap set in the North line of said 80.47 acre tract and in the South line of a 20.00 acre tract described in County Clerk File Number 2007048479, Official Public Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE S. 88°09'26" E. along the common line of said 80.47 and 20.00 acre tracts a distance of 30.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°46'48" W. at 379.17 feet pass the common line of said Sections 8 and 25, Block JS, also being the North line of said 40.00 foot road easement, at 409.17 feet pass the North line of said 60.00 foot Canadian River Pipeline easement, continuing for a total distance of 419.17 feet to a 1/2" iron rod with cap set in the South line of said 40.00 foot road easement, for the Southeast corner corner of this parcel;

THENCE N. 88°13'12" W. a distance of 30.00 feet to the Point of Beginning.

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

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

Surveyed on the ground
August 26, 2013

John E. Allen

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



Sheet 2 of 2



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**City of Lubbock, TX
Capital Project
Project Cost Detail
July 24, 2014**

Capital Project Number: 92255
 Capital Project Name: BCWF Supply Line/ Pumping System

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 43,870
Advertisement	146
Misc. Services	51,000
Freese & Nichols - LHB Assessment Professional Services	378,200
Freese & Nichols - BCWF Supply Line Preliminary Engineering	274,129
Freese & Nichols - BCWF Amendment #1: Supply Line Final Design and Bid Phase Services	2,163,829
Freese & Nichols - BCWF Amendment #2: Contract A Construction Phase Services	690,367
Freese and Nichols - Pump Station 16 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 Construction	(101,499)
Pump Station 7 Land Acquisition	708,471
Pipeline Land Acquisition	334,802
Garney Construction - BCWF Supply Pipeline Construction Contract B	9,144,464
 <i>Current Agenda Items- July 24, 2014</i>	
Mary Gayle Greenhill- Sections 8, 15, 25, Block JS Lubbock	11,309
Encumbered/Expended to Date	21,387,667
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	5,112,334
Remaining Appropriation	5,112,334
Total Appropriation To Date	\$ 26,500,000

Managing Department **Pumping & Control**

Project Manager **John Turpin**

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

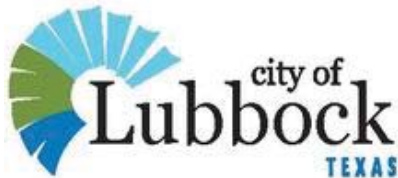
\$1.0 million was appropriated in FY 2010-11 Budget Amendment No. 7, Ord. No. 2011-O0035, April 14, 2011.

\$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.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000
Total Project Appropriation	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2009 Water Revenue CO's	668,985	0	0	0	0	0	0	668,985
FY 2010 Water Revenue CO's	14,655,208	0	0	0	0	0	0	14,655,208
FY 2011 10-year Water Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2011 Water Revenue CO's	675,807	0	0	0	0	0	0	675,807
FY 2012 Water Revenue CO's	9,500,000	0	0	0	0	0	0	9,500,000
FY 2016 Water Revenue CO's	0	0	9,000,000	0	0	0	0	9,000,000
FY 2017 Water Revenue CO's	0	0	0	1,000,000	0	0	0	1,000,000
Total Funding Sources	26,500,000	0	9,000,000	1,000,000	0	0	0	36,500,000



Regular City Council Meeting

6. 8.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a street use license with Covenant Health System, for the use of a portion of a dedicated street for a pedestrian walkway across Peoria Avenue.

Item Summary

The street use license was issued to Saint Mary of the Plains Hospital and Rehabilitation Center in April 14, 1994, to use a portion of a dedicated street for an pedestrian walkway across Peoria Avenue. The license was transferred in 1998 to Covenant Health System.

The term of the license is for twenty years payable every five years in advance and each successive five-year term not to exceed twenty years, unless either party shall give written notice of termination to the other party. The license fee for each five-year period is \$1,575 paid in advance, pursuant to current City policy.

Fiscal Impact

\$1,575 Revenue to the General Fund

Staff/Board Recommending

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

Attachments

Resolution & License - Covenant

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 Street Use License, by and between the City of Lubbock and Covenant Health System, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 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

RES.St Use Lic- Covenant Health System
04.22.2014

established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

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

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

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

9. The CITY OF LUBBOCK reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the CITY OF LUBBOCK shall not be

subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, Assistant City Attorney

AGREED TO AND ACCEPTED this May 20, 2014.

COVENANT HEALTH SYSTEM

By: [Signature]

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____, 2014.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF Texas §
COUNTY OF Lubbock §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Troy Thibodeaux, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said Covenant Health System.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this May 20, 2014.

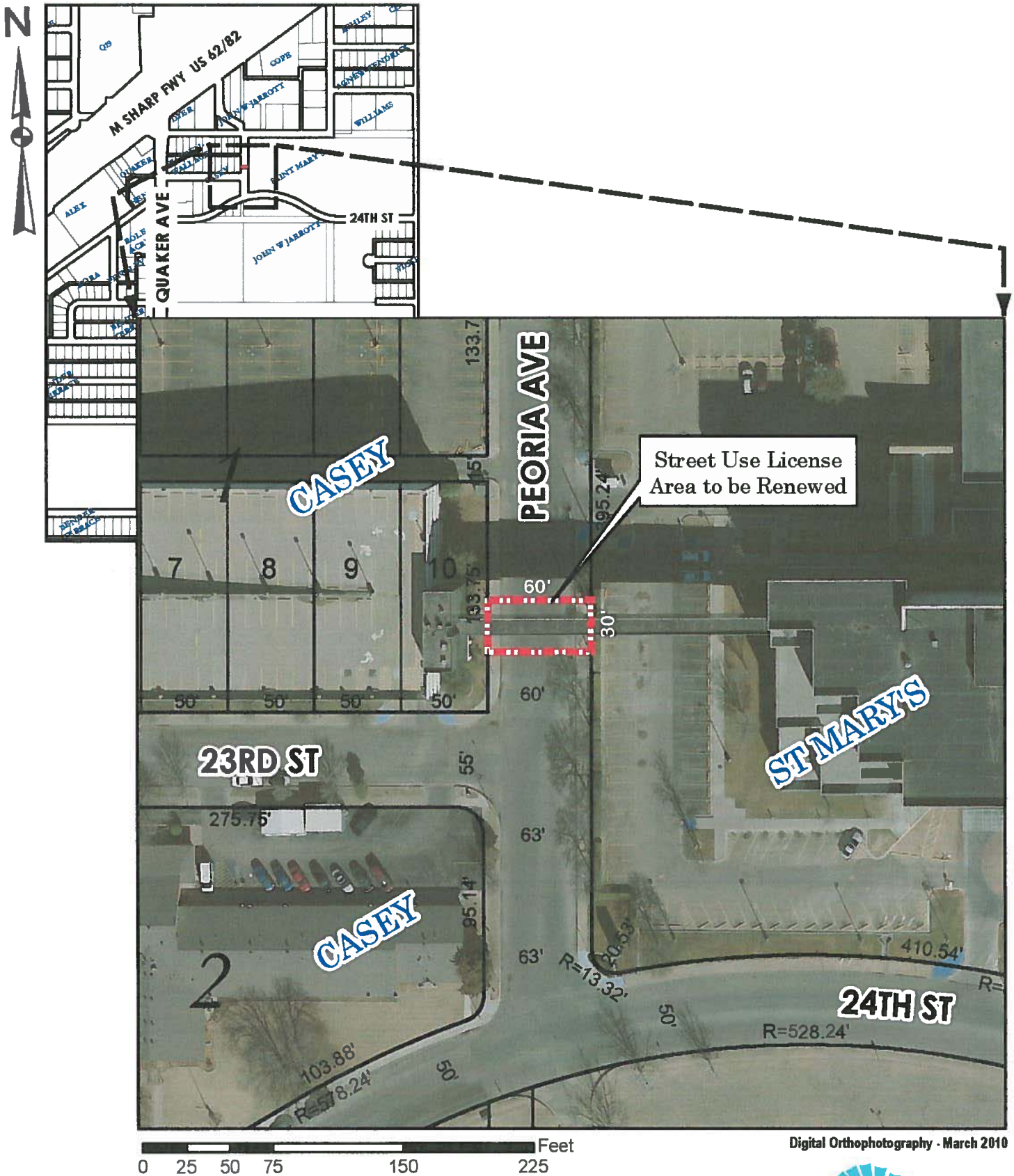
Theresa Hays
Notary Public in and for the State of Texas

My Commission Expires: 8-11-2017

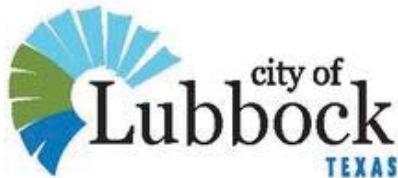


Street Use Lic-Covenant Health System
5.6.14

Street Use License Located Along Peoria Avenue East of Lot 10, Block 1, Casey Addition



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



Regular City Council Meeting

6. 9.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11919, a License Agreement, between the City of Lubbock and Eddie Dixon for real property located at 2201 Avenue X, Lubbock, Texas.

Item Summary

Eddie Dixon is a world-renowned sculptor who has provided the City with sculptures such as "Conquistador" and "Harvest". In return for his contribution, the City has leased Mr. Dixon, since 2003, the facility at 2201 Ave. X for no charge. This agreement renews the commitment between Mr. Dixon and the City.

The term of this agreement shall be ten years (Primary Term), beginning on the date of the execution of this agreement by the City, and ending on the 10th annual anniversary of such date, unless terminated sooner as provided in this agreement. Mr. Dixon reserves and is hereby granted an option to extend the term of this agreement for one option period of one five-year term. The option may be exercised by providing notice to the City on or before ten days before the expiration of the Primary Term, or option period, whichever is applicable. Upon termination or expiration of this agreement, Mr. Dixon shall vacate the facility and the lands within ninety days of said termination or expiration.

The consideration for this agreement is the providing of in-kind sculpture services to the City by Mr. Dixon.

Fiscal Impact

None.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Eddie Dixon

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 ten (10) year License Agreement between the City of Lubbock and Eddie Dixon allowing Mr. Dixon to occupy, maintain and operate an art center in the former fire station at 2201 Avenue X, with an option to extend the License for an additional five (5) year term. Said License Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wes Everett, Director of Facilities

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

Q:\CCDOCS\RES.License_Agreement-Art_Center_Ave_X.6.2014.doc

this Agreement, shall not constitute a renewal of this Agreement, or provide Artist any rights whatsoever under this Agreement and/or to the Center or Lands.

Section 1.02. Consideration. In consideration for the granting of this Agreement, Artist shall conduct the activities as described in Section 2.01. In addition, Artist shall maintain the building and ensure that it is kept secure from any and all unauthorized entry pursuant to Sections 2.05 and 2.09.

ARTICLE II

Section 2.01 Operations. Artist shall operate and maintain the Center as his workshop and studio and to provide recreational and educational activities and opportunities to the citizens of the City.

Section 2.02 Improvements. Artist shall make no alterations, modifications, or improvements to the Center or to the Lands without the prior written consent of the City. In the event any such modification, alteration, or improvement is approved by City, as provided herein, such modification, alteration, or improvement shall become the property of the City upon the termination of this Agreement.

Section 2.03. Ownership of Center. The Center, and any other buildings, improvements, additions, alterations, modifications and fixtures constructed, placed, located and/or maintained, if any, on any part of the Lands during the term of this Agreement, are considered part of the real property and shall remain on the Lands, and/or become property of the City, from and after the termination of this Agreement.

Section 2.04. Access of Public. The Center and the Lands shall be open to the general public, as described in Section 2.01, above, as designated by the Artist. The Artist shall not permit any discrimination because of race, color, sex, religion, national origin, physical handicap or disability.

Section 2.05. Utilities and Maintenance. The Artist shall be responsible for providing and/or furnishing all utilities to the Center and shall bear any and all expenses regarding the utilization of same in connection with the operation of the Center, as set forth herein.

Except as provided herein, the Artist shall make all necessary repairs and replacements to the Center, of any type or nature, and perform all routine minor maintenance of the Center. The City shall provide maintenance for the major structural, plumbing, electrical and mechanical issues. For purposes of this agreement, "major structural, plumbing, electrical and mechanical issues" shall mean any such repair that shall cost in the cumulative over \$Five Hundred and No/100 Dollars (\$500.00) to complete. The Artist shall perform maintenance of all other systems not expressly the responsibility of the City, as provided herein.

Section 2.06. Prohibition on Encumbrance. The Artist shall not encumber the License granted herein, the Lands, and/or the Center, in any way, manner or form.

Further, the Artist shall not cause or permit any mechanic's liens or any other liens to be filed against the License granted herein, the Lands, and/or the Center or other improvements by reason of any work, labor, services, or materials supplied and/or performed or claimed to have been supplied and/or performed to, by or for the Artist or any contractors or subcontractors of the Artist.

Section 2.07. Right of Entry - City. The City shall have the right of entry, in, on, under, over, and/or across the Lands, at any and all times, and for any and all purposes. The City shall have the right of entry upon and in the Center, upon reasonable notice to Artist.

Section 2.08. Maintenance. At all times during the term of this Agreement, the Artist shall keep or cause to be kept the Center and the Lands, including the parking facilities, in a good state of appearance, and of sufficient cleanliness and organization to be utilized for the purposes described herein, as determined by the City, in its sole discretion. Further, the Artist shall take each and every action necessary to prevent the deterioration and/or destruction, of any kind or type, to the Center, ordinary wear and tear excepted.

Section 2.09. Security. The Artist shall take any and all actions necessary to protect the improvements and persons who enter upon the Center and/or Lands. The Artist shall inspect, on as frequent a basis as necessary, the Center and the Lands to identify and remedy all premise defects upon the Center and/or Lands. In the event the City possesses the obligation to perform maintenance in the area upon which the premise defect is discovered by the Artist, the Artist shall notify the City of such premise defect in writing, no later than twenty-four (24) hours after such discovery.

ARTICLE III

Section 3.01. Indemnity and Release. THE ARTIST SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PROVIDED BY LAW, THE CITY, AND THE 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, THE OMISSION OF THE ACTIVITIES CONTEMPLATED HEREUNDER, OR THE ARTIST'S OCCUPATION OF THE CENTER AND/OR LANDS, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACT OR OMISSION OF THIRD PARTIES AND/OR CAUSED OR CONTRIBUTED TO THE NEGLIGENCE OR FAULT OF ANY KIND, TYPE, OR DEGREE OF CITY, ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND/OR AGENTS.

ARTIST FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE CITY AND/OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND/OR AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, OCCURRING TO, OR IMPOSED

ON THE CITY, OR THE CITY'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, ARTIST SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, REASONABLE AND NECESSARY ATTORNEY'S FEES INCURRED BY SUCH PARTIES IN ENFORCING THE ARTIST'S INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND AGENTS, SHALL NOT BE LIABLE, AND ARTIST 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 ARTIST, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO THE NEGLIGENCE, OF ANY KIND, TYPE OR DEGREE, OR FAULT, OF THE CITY OR ARISING FROM OR RELATED TO, IN ANY WAY, MANNER, OR FORM, THE UNENFORCEABILITY OR VOIDANCE, FOR ANY REASON, OF ALL OR ANY PART OF THIS AGREEMENT.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.

Section 3.02. Insurance. City shall obtain a Property Damage Insurance Policy in the amount, at a minimum, of the value of the Center. This insurance coverage shall include coverage against casualty or damage, including but not limited to, damage caused by fire and/or vandalism to the Center and any other buildings located on the Lands. This insurance shall only cover the Center, the Lands and any other buildings located on the Lands. The Artist shall be solely responsible, and the City shall not be liable for, any and all damages to personal property contained in the Center, including, but not limited to, damage caused by fire and/or vandalism to any personal property located on the Lands. Further Artist shall be responsible and the City shall not be liable for any and all personal injuries occurring on or near the Center and/or the Lands to the Artist or any third parties.

Section 3.03. Reservation of Rights. 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.

ARTICLE IV

Section 4.01. Default. An Event of Default (herein so called) shall exist if any one or more of the following events occur:

(a) The Artist shall default, in any way, manner or form, in the performance of any of the covenants, provisions and/or terms if this Agreement;

(b) The Artist shall (i) apply for or consent to the appointment of a receiver, custodian, trustee, intervener, or liquidator of himself or of all or a substantial part of his assets, (ii) voluntarily become the subject of a bankruptcy, reorganization or insolvency proceeding or be insolvent or admit in writing that he is unable to pay his debts as they become due, (iii) file a petition or answer seeking reorganization or an arrangement with creditor or to take advantage of any bankruptcy or insolvency laws, (iv) become the subject of an order for relief under any bankruptcy, reorganization or insolvency proceedings, or (v) fail to pay any money judgment against him before the expiration of thirty (30) days after such judgment becomes final.

Section 4.02. Remedies upon Event of Default. If an Event of Default shall have occurred and be continuing, then the City may (i) declare this Agreement, and all rights and interests created by it, terminated; and (ii) pursue and enforce any rights of the City as provided under or pursuant to any applicable law or this Agreement.

In the event the City elects to terminate this Agreement as provided herein, this Agreement shall cease as if the day of the City's election to terminate was the day originally fixed in this Agreement for its expiration.

The remedies provided to the City by law, equity, this Agreement or otherwise, re cumulative, to the extent allowed by law. The exercise by the City of the remedies provided herein shall not constitute an election of remedies, and the City, irrespective of its exercise of remedies as provided herein, or a portion hereof, shall be entitled to exercise, concurrently or otherwise, any and all remedies available to it by law, equity, this Agreement or otherwise.

ARTICLE V

Section 5.01. No Waiver. No failure to exercise, and no delay in the exercise on the part of the City, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the City hereunder shall be in addition to all other rights provided by law.

Section 5.02. Notice. Any notice required or permitted to be given herein must be given in writing and must be personally delivered, delivered by telephonic facsimile, or mailed by prepaid certified or registered mail to the party to whom such notice or communication is directed at the address of such party as follows:

City:

Artist:

Wesley Everett, or Successor
Director of Facilities
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3267
With copy to:

Name: Eddie Dixon
Mailing Address: 7806 I-27
Lubbock, Texas 79404
Telephone: (806) 787-1821
Facsimile: (806) 762-5002

Sid Beach, or Successor
Maintenance Supervisor
P.O. Box 2000
Lubbock, Texas 79457
Telephone: (806) 775-2276
Facsimile: (806) 775-3267

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the date it is personally delivered or delivered by telephonic facsimile, or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its or his address for purposes of this Agreement by giving notice of such change to all other parties pursuant to this Section 5.02.

Section 5.03. Assignment. The Artist shall not assign this Agreement, the Center, the Lands, or any rights granted by this Agreement. Any attempt to assign this Agreement, the Center, the Lands, or any rights granted by this Agreement, shall terminate this Agreement.

Section 5.04. City. Unless otherwise provided herein or required by law and/or local ordinance, charter or code, any action required or permitted to be taken by "the City", shall be taken by the City Manager of the City of Lubbock or any party designated by him or her.

Section 5.05. Relationship of Parties. The relationship between the City and the Artist shall not be deemed, in any event, a partnership or a joint venture.

Section 5.06. Compliance with Applicable Law. The Artist shall comply with all applicable federal, state and local rules, regulations, statutes, laws and ordinances governing, in any way, manner or form the activities contemplated herein, the operation of the Center, and/or any other aspect of the activities described in or contemplated by this Agreement.

Section 5.07. Time of the Essence. Time is of the essence of this Agreement.

Section 5.08. Texas Law/Venue. This Agreement is to be construed under Texas law and applicable Federal laws, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas.

Section 5.09. Partial Invalidity. If any one or more of the provisions contained in this Agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this Agreement, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

Section 5.10. Agreements Superseded. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreement between the parties with respect to the subject matter hereof.

Section 5.11. Amendment. No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 5.12. Attorney's Fees. If, as a result of either party's breaching this Agreement, the other party employs or uses an attorney or attorneys to enforce its rights under this Agreement, then the breaching party shall pay the other party the reasonable attorney's fees and costs incurred to enforce this Agreement.

Section 5.13. Exhibits. The exhibits which are referenced, and attached to this Agreement, are incorporated in and made a part of this Agreement for all purposes.

Section 5.14. Captions. Section captions are for convenience only and shall in no way affect the interpretation of this Agreement.

Section 5.15. License Agreement. The intent of this Agreement is to grant a license to the Artist to utilize the Lands and Center solely for the purposes described herein. This Agreement shall not be construed, in any way, manner or form, as a lease of the Lands or Center or as conveying to the Artist any interest in the real property comprising the Lands.

CITY OF LUBBOCK:

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

ARTIST:



EDDIE DIXON

Wesley Everett

Wesley Everett, Director of Facilities

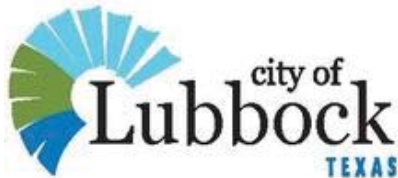
APPROVED AS TO FORM:

John C. Grace, Assistant City Attorney

License Agreement-Artist
10/4/13

EXHIBIT “A”

The South thirty (30) feet of Lots Ten (10), Eleven (11), and Twelve (12) and all of Lots Thirteen (13), Fourteen (14), and fifteen (15), Block Fifty-Seven (57), McCrummens Second Addition to the City of Lubbock, Lubbock County, Texas.



Regular City Council Meeting

6. 10.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute contract 11959 an Ordering Document (041414)-(JB)-(7) for maintenance and support services for Oracle Core Tech Database and WebLogic Server. This is an annual maintenance and support renewal with Mythics, Inc.

Item Summary

The agreement is for the annual maintenance and support renewal for the Oracle Core Tech Database and WebLogic Server for the upcoming year, July 1, 2014 through April 30, 2015, and the two ensuing years. At the end of the three year term, the City of Lubbock has the option to renew on a yearly basis.

The renewal of the Oracle maintenance and support is \$65,866.53 for the term of July 1, 2014 through April 30, 2015, and will be billed quarterly in arrears. The total for the ensuing years will be \$79,283.82, and will be billed quarterly in arrears. The difference in the term amounts is due to the first year support starting on July 1, 2014, and co-termining the next year on beginning on May 1, 2015. The agreement reflects a savings of \$4,828.38 over the three year period.

The renewal purchase from Mythics, Inc. for license maintenance and support is made available from the General Services Administration (GSA) Schedule 70, Contract GS-35F-0153M. General Services Administration Federal Supply Service awards schedule contracts by competitive procurement procedures for more than 70 schedules covering Information Technology Equipment and Services. The prices reflected on GSA schedule contracts are the most favored customer prices and the maximum price allowable. Pursuant to Section 211 of the e-Gov Act of 2002, Cooperative Purchasing provides authorized State and local government entities access to information technology items offered through GSA's Schedule 70 and the Corporate contracts for associated special item numbers.

Fiscal Impact

The annual amount for maintenance and support is budgeted in the Information Technology operating budget.

Staff/Board Recommending

Mark Yearwood - Assistant City Manager/Chief Information Officer

Attachments

Resolution & Ordering Document - Mythics

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, Ordering Document # (041414) - (JB) - (7) for maintenance and support services in connection with Oracle product licenses, per GSA Contract FS-35F-0153M, by and between the City of Lubbock and Mythics, Inc., of Virginia Beach, Virginia, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



D. Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-Mythics, Inc.
July 10, 2014



Mythics, Inc.
 1439 N. Great Neck Rd.
 Virginia Beach, VA 23454

Oracle America, Inc.
 500 Oracle Parkway
 Redwood Shores, CA 94069

Date: 6/24/14

Dear Mythics and Oracle:

CONFIRMATION OF EXECUTION OF AGREEMENT WITH MYTHICS, INC. FOR THE PURCHASE OF ORACLE MAINTENANCE

This order is placed pursuant to the Terms and Conditions of GS-35F-0153M and contract No. 11736 between City of Lubbock and Mythics, Inc. signed on 1/27/2014.

Through this ordering letter, City of Lubbock confirms that an agreement for Oracle Maintenance has been executed with MYTHICS:

Support term is: (July 1, 2014 – April 30, 2017)

Item	Oracle Software License & Support	Quantity Purchased
1	Partitioning	300
2	Oracle Database Enterprise Edition	400
3	Tuning Pack	400
4	Diagnostics Pack	400
5	WebLogic Server Enterprise Edition	60
6	WebLogic Server Enterprise Edition	6

*Customer (authorized signature):

 Glen C. Robertson, Mayor

Attest:

 Rebecca Garza, City Secretary


Contractor




 Authorized Representative

T. Scott Davis
 1439 N. Great Neck Rd.
 Virginia Beach, VA 23454

Approved as to Content:


Mark Yearwood, ACM/CIO

Approved as to Form:


Assistant City Attorney

*Must have authority to enter into contracts on behalf of the End-User.



MYTHICS™



Mythics Ordering Document # (041414) - (JB) - (7)

End User Contact: Jay Zhine
End User Name: City of Lubbock
End User Address: jzhine@mail.ci.lubbock.tx.us

Prepared By: Mythics, Inc.
Contact: Janey Krause
Phone: 757 416.6536
Email Address: jkrause@mythics.com

Price Valid Thru: July 15, 2014

ORACLE SUPPORT RENEWAL

Software Update License & Support

Table with columns: Line Item, Product Description, Oracle CSI, Level, Quantity, Support Term, License Type, License Term. Includes items 47-51 and a total of \$18,872.16.

Table with columns: Line Item, Product Description, Oracle CSI, Level, Quantity, Support Term, License Type, License Term. Includes items 42-46 and a total of \$224,434.17.

Table with columns: Line Item, Product Description, Oracle CSI, Level, Quantity, Support Term, License Type, License Term. Includes items 47-52 and a total of \$224,434.17.

* Applicable State taxes will be added unless an exemption is provided.

Please put the following language on any purchase order that may follow this Ordering Document:

"This order is placed pursuant to the terms and conditions of GS-35F-0153M and Contract No. 11736 between the City of Lubbock and Mythics, Inc. signed on 1/27/2014."

Payment Terms:

Quarterly in Arrears

Terms and Conditions of Sale:

This document is in lieu of a Purchase Order. Mythics is authorized to invoice off of this funded non-cancellable Mythics Ordering Document.

The undersigned has authority to enter into a contract on behalf of the End-User agreeing to the following terms and conditions outlined herein.

End User has obtained all necessary approvals to release funds for this purchase.

Non-Payment will constitute an immediate default of this contract and upon notice from Mythics, End-User shall be prohibited from continued use of the support until payment has been received in full for any outstanding balance or costs incurred.

You may renew your support based on terms and prices that are mutually agreeable after the period of support set forth above has ended.

You agree that Mythics has the right to cancel your support with Oracle due to non-payment.

You agree that the period of support shall be the dates set forth in the above tables.

Payment of this contract is due in full in accordance with the above referenced payment terms.

You agree that this order is placed pursuant to the terms and conditions of GS-35F-0153M and Contract No. 11736 between the City of Lubbock and Mythics, Inc. signed on 1/27/2014.

By signing below, the undersigned represents that he/she has the authority to bind the End User to the terms of this Mythics Ordering Document and affirms End User's commitment to pay for the services ordered.

Customer (authorized signature):

Glen C. Robertson, Mayor

Attest:

Approved as to Content:

Mark Yearwood, ACM/CIO

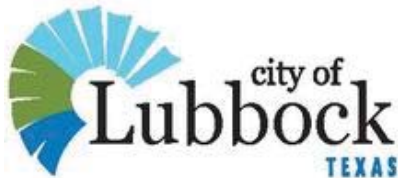
Contractor:

Authorized Representative

T. Scott Davis
Director of Partner Contracts
1439 N. Great Neck Rd
Virginia Beach, VA 23454

Approved as to Form:





Regular City Council Meeting

6. 11.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Radio Shop: Consider a resolution authorizing the Mayor to execute Lease Agreement Contract 11945 with Department of Homeland Security and Immigration and Customs Enforcement for lease space on the City's Sunrise Tower located at 301 E. 23rd Street, Lubbock, Texas.

Item Summary

The Department of Homeland Security and Immigration and Customs Enforcement Agency requested space at the 520 foot level of the City's Sunrise tower to aid in communications with the Agency's field agents. An analysis showed no interference with the frequencies the Agency propose to use.

Fiscal Impact

The contract will provide revenue of \$13,500 for the first year, and will increase three percent per year for the remaining four years of the lease.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Department of Homeland Security

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 the government of the United States of America, by and through the Department of Homeland Security–U.S. Immigration and Customs Enforcement, 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 this ____ day of _____, 2014.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Chief Information Officer

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Lease Agmt COL.DHS-ICE
07.01.14

**U.S. GOVERNMENT LEASE FOR REAL PROPERTY
(Short Form)**

1. LEASE NUMBER
L14CIO1001706

PART I - SOLICITATION/DESCRIPTION OF REQUIREMENTS (To be completed by Government)

A. REQUIREMENTS

The Government of the United States of America is seeking to lease tower and shelter space in Lubbock, TX.

B. STANDARD CONDITIONS AND REQUIREMENTS

The following standard conditions and requirements shall apply to any premises offered for Lease to the United States of America (hereinafter called the Government):

The leased space shall be free of all asbestos containing materials, except undamaged asbestos flooring in the space or undamaged boiler or pipe insulation outside the space, in which case an asbestos management program conforming to Environmental Protection Agency guidance shall be implemented. The premises shall be free of other hazardous materials according to applicable Federal, State, and local environmental regulations.

The Government and their agents or representatives shall have access to the leased space at all times, including the access and use of electrical and telephone services without additional payment (except as may be provided hereinafter). The Government reserves the right to furnish, install, and maintain all equipment as set forth in Exhibit B – Communication Site Technical Specification Sheet. The Lessor has the right to review all equipment before installation.

Utilities will be provided as noted below:

2. SERVICES AND UTILITIES (To be provided by Lessor as part of rent)

- | | | | | |
|---|---|---|--|---|
| <input type="checkbox"/> HEAT | <input type="checkbox"/> TRASH REMOVAL | <input type="checkbox"/> ELEVATOR SERVICE | <input type="checkbox"/> INITIAL & REPLACEMENT LAMPS, TUBES & BALLASTS | <input checked="" type="checkbox"/> OTHER (Specify below) |
| <input checked="" type="checkbox"/> ELECTRICITY | <input type="checkbox"/> CHILLED DRINKING WATER | <input type="checkbox"/> WINDOW WASHING
Frequency _____ | <input type="checkbox"/> PAINTING FREQUENCY
Space _____ | <input checked="" type="checkbox"/> EQUIPMENT SHELTER |
| <input type="checkbox"/> POWER (Special Equip.) | <input type="checkbox"/> AIR CONDITIONING | <input type="checkbox"/> CARPET CLEANING
Frequency _____ | <input type="checkbox"/> Public Areas _____ | |
| <input type="checkbox"/> WATER (Hot & Cold) | <input type="checkbox"/> TOILET SUPPLIES | | | |
| <input type="checkbox"/> SNOW REMOVAL | <input type="checkbox"/> JANITORIAL SERV. & SUPP. | | | |

3. OTHER REQUIREMENTS

- The Lessor certifies this Lease is the primary Lease for this site. Lessor shall disclose any other Lease Agreement taking precedence over this Lease.
- Owner/Lessor shall submit property ownership evidence in the form of a title deed, and/or other legal/official form acceptable to the Government prior to Government's Lease Award (or Lease Assignment).
- As provided by the Federal Tort Claims Act (28 USC 2671, et.seq.), the Government is responsible for damage caused by a negligent act or omission on the part of any Federal employee or agent acting within the scope of his/her employment.
- Rent payments shall be processed by the Government to be paid monthly, in arrears, and in accordance with 31 U.S.C. § 1341, 41 U.S.C. § 11 and federal law; Government liability under this lease and every Article herein is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. Nothing in this Lease may be considered as implying that Congress will at a later date appropriate funds sufficient to meet deficiencies.
- Nothing herein shall require the Government to perform any act or to not act, i.e., an omission, in a manner, which would constitute a violation of law or federal fiscal policy. Lessor further acknowledges that no Government officer has the authority in law or the ability in fact to waive certain government rights. e.g., rights relating to or involving sovereign immunity or rights pertaining to personal property.
- Should the Government hold over the expiration of the primary term, or any extension thereof, such tenancy shall be from month-to-month on all terms, covenants and conditions of this Lease, provided adequate appropriations are provided by Congress for the payment of rentals.
- The following are attached and made a part hereof: GSA Form(s) 3517B and 3518A, Exhibit A – Lease Payment Schedule, Exhibit B – Communication Site Technical Specification Sheet, Exhibit C – Tower and Site Drawings.
- The Lessor must have an active registration in the System For Award Management (SAM) via the internet at <https://www.sam.gov/> at or prior to Lease award and throughout the life of the Lease term. To remain active, the Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessor without an active SAM Registration.

NOTE: All offers are subject to the terms and conditions outlined above, and elsewhere in this solicitation, including the Government's General Clauses and Representations and Certifications.

4. BASIS OF AWARD

- The acceptable offer with the lowest price per square foot, according to the ANSI/BOMA Z65.1-1996 definition for BOMA usable office area, which means "the area where a tenant normally house personnel and/or furniture, for which a measurement is to be computed.
- Offer most advantageous to the Government, with the following evaluation factors being:
 - Significantly more important than price
 - Approximately equal to price
 - Significantly less important than price
 - (Listed in descending order, unless stated otherwise): _____
- Radio coverage/location. Law enforcement site sensitive.

PART II - OFFER (To be completed by Offer or/Owner/Lessor)

A. LOCATION AND DESCRIPTION OF PREMISES OFFERED FOR LEASE BY GOVERNMENT

5. NAME AND ADDRESS OF BUILDING (Include ZIP Code) City of Lubbock Sunrise Tower 301 E. 23 rd St. Lubbock, TX 79403 LAT: 33-34-14.1 N LON: 101-48-08.3 W	6. LOCATION(S) IN BUILDING	
	a. FLOOR(S)	b. ROOM NUMBER(S)
	c. RENTABLE SQ. FT.	d. TYPE <input type="checkbox"/> GENERAL OFFICE <input checked="" type="checkbox"/> OTHER (Specify) <input type="checkbox"/> WAREHOUSE Tower space and shelter for repeaters

TERM

The initial term of this lease shall be for five (5) years, commencing on July 1, 2014 and continuing through June 30, 2019. The Government may extend the term for up to three (3) renewal period(s) of five (5) year(s) each by providing at least sixty (60) days written notice to the Lessor prior to the expiration of the current term. The Government may terminate this lease by giving at least 120 days notice in writing to the Lessor. No rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

RENTAL

Rent shall be payable in arrears and will be due on the first workday of each month. When the date for commencement of the lease falls after the 15th day of the month, the initial rental payment shall be due on the first workday of the second month following the commencement date. Rent for a period of less than a month shall be prorated. The rent shall be increased annually by an amount equal to three percent (3%).

7. AMOUNT OF ANNUAL RENT \$13,500.00	9. GOVERNMENT ELECTRONIC PAYMENTS TO OFFERER /OWNER/LESSOR: (Name and address) PER SF3881 City of Lubbock Attn: Office of Accounting P.O. Box 2000 Lubbock, TX 79457
8. RATE PER month \$1,125.00	

10a. NAME AND ADDRESS OF OWNER (Include ZIP code. If requested by the Government and the owner is a partnership or joint venture, list all General Partners, using a separate sheet, if necessary.). See GSA Form 3518 A, Section(s) 6 - 9.

CITY OF LUBBOCK

ATTEST:

Rebecca Garza, City Secretary

GLEN C. ROBERTSON

10b. TELEPHONE NUMBER OF OWNER	11. TYPE OF INTEREST IN PROPERTY OF PERSON SIGNING <input checked="" type="checkbox"/> OWNER <input type="checkbox"/> AUTHORIZED AGENT <input type="checkbox"/> OTHER (Specify)	
12. NAME OF OWNER OR AUTHORIZED AGENT	13. TITLE OF PERSON SIGNING	
14. SIGNATURE OF OWNER OR AUTHORIZED AGENT	15. DATE	16. OFFER REMAINS OPEN UNTIL 4:30 P.M. N/A <small>(Date)</small>

PART III - AWARD (To be completed by Government)

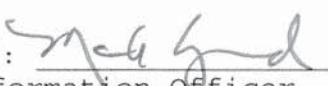
Your offer is hereby accepted. This award consummates the lease which consists of the following documents: (a) this GSA Form 3626, (b) GSA Form 3517B - General Clauses, (c) GSA Form 3518A - Representations and Certifications, (d) Exhibit A - Lease Payment Schedule, (e) Exhibit B - Communication Site Technical Specification Sheet, (f) Exhibit C - Tower and Site Drawings

THIS DOCUMENT IS NOT BINDING ON THE GOVERNMENT OF THE UNITED STATES OF AMERICA UNLESS SIGNED BELOW BY AUTHORIZED CONTRACTING OFFICER.

17a. NAME OF CONTRACTING OFFICER (Type or Print) Garry L. Branch	17b. SIGNATURE OF CONTRACTING OFFICER	17c. DATE
---	---------------------------------------	-----------

GENERAL SERVICES ADMINISTRATION
Page 2 of 2

GSA Form 3626 (Rev. 10-96)
Prescribed by APD 2800, 12A

APPROVED AS TO CONTENT: 
Mark Yearwood, Chief Information Officer

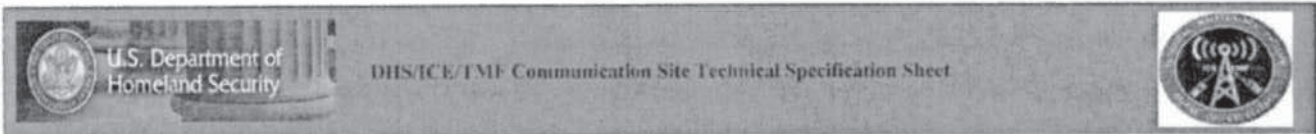
APPROVED AS TO FORM: 
Assistant City Attorney

EXHIBIT A

Lease Payment Schedule

Lease Term		Annual Rent	Monthly Rent
July 1, 2014	June 30, 2015	\$13,500.00	\$1,125.00
July 1, 2015	June 30, 2016	\$13,905.00	\$1,158.75
July 1, 2016	June 30, 2017	\$14,322.15	\$1,193.51
July 1, 2017	June 30, 2018	\$14,751.81	\$1,229.32
July 1, 2018	June 30, 2019	\$15,194.37	\$1,266.20

EXHIBIT B



APPLICATION TYPE	New Site Lease	PROJECT	Lubbock Tower
LESSOR REPRESENTATIVE	Clifford Crew	PHONE NUMBER	806-775-2357
APM (Asst. Project Manager)		PHONE NUMBER	
OPS CONTACT / SITE SUPERVISOR		PHONE NUMBER	
DATE OF SUBMITTAL	1/16/2014	SPECIAL PROJECT	

SITE INFORMATION

CUSTOMER	ICE Tactical Communications	*ICE PROJECT NAME	R2-404 Lubbock
*Summary of Work to be Completed on Site (please include: Installation of RF/VRP system, lease of 12 SF of floor space in lessor provided building, dedicated 20 amp 120 VAC circuit, installation on tower at 520 ft for an Andrew DB616F-BC 20 Ft omni directional final configuration description) whip type antenna and up to 540 ft of 1-1/4" RES 114 coax (or EQ).			
LESSOR SITE NUMBER		FCC ASR	1242672
LESSOR SITE NAME	Lubbock Sunrise Tower		
ADDRESS	301 E. 23rd St	*CITY	Lubbock
		*COUNTY	Lubbock
		*STATE	TX
		*ZIP	79403
*LATITUDE (dgs-mm-sec)	33-34-14.1 N	*LONGITUDE (dgs-mm-sec)	101-48-08.3W
THE CO E911 ADDRESS		301 E. 23rd St, Lubbock, TX 79403	
*RF/TMF SITE NUMBER	R2-404	*RF/TMF SITE NAME	Lubbock

PROJECT CONTACT INFORMATION

*PRIMARY CONTACT	Judith F. Furie, MS, MBA, PMP	*COMPANY/ORGANIZATION	U.S. Immigration and Customs Enforcement
ADDRESS	950 L'Enfant Plaza, Suite P-110, Mail Stop 5805	*CITY	Washington
*STATE	MD	*ZIP	20536-5805
*PHONE	202-557-9034	*ALT CONTACT ON ALL DOCUMENTS Alex Daskalakis 703-551-5623	
EMAIL	judy.furie@ice.dhs.gov	*ALT CONTACT ON ALL DOCUMENTS Alex Daskalakis 703-551-5623	

DELIVERABLES TO BE SENT TO: Also Copy Secondary Contact alex.daskalakis@ice.dhs.gov

COLLOCATION APPROVAL:	NAME	Garry L. Branch	EMAIL	Garry.L.Branch@ice.dhs.gov	PHONE	202-732-4311
LEASE DRAFT:	NAME	Garry L. Branch	EMAIL	Garry.L.Branch@ice.dhs.gov	PHONE	202-732-4311
FULLY EXCLUDED AGREEMENT:	NAME	Garry L. Branch	EMAIL	Garry.L.Branch@ice.dhs.gov	PHONE	202-732-4311
	COMPANY/ORG	U.S. Immigration and Customs Enforcement				
	ADDRESS	500 12th Street, S.W., STOP 5704				
	CITY	Washington	STATE	DC	ZIP	
PO REQUESTS:	NAME	Craig Swanson	EMAIL	Craig.Swanson@ice.dhs.gov	PHONE	202-732-0608
NOTICE TO PROCEED (NTP):	NAME	Judith F. Furie, MS, MBA, PMP	EMAIL	judy.furie@ice.dhs.gov	PHONE	202-557-9034

ADDITIONAL CONTACT INFORMATION

	FIRM OR CONTACT NAME	TELEPHONE	FAX	E-MAIL
*RF ENGINEER	Judith F. Furie, MS, MBA, PMP	202-557-9034		judy.furie@ice.dhs.gov
CONSTRUCTION PM	Judith F. Furie, MS, MBA, PMP	202-557-9034		judy.furie@ice.dhs.gov
ACCOUNTS PAYABLE	Craig Swanson	202-732-0608		Craig.Swanson@ice.dhs.gov
Wireless Engineering Board Director (WEBD)	Alex Daskalakis	703-551-5623		alex.daskalakis@ice.dhs.gov

TECHNICAL INFORMATION TO BE INCLUDED IN LEASE

Department of Homeland Security	U.S. Immigration and Customs Enforcement	Technical Maintenance Facility
Wayne Daniels	703-551-5656	
TITLE	Chief, IACCOM Operations	

LEGAL NOTICE ADDRESS INFORMATION REQUIRED FOR NEW COLLOCATIONS / or if change of address required:

ADDRESS	950 L'Enfant Plaza, Suite P-110, Mail Stop 5805	CITY	Washington	STATE	DC	ZIP	20536
*ATTENTION: *NAME	Judith F. Furie, MS, MBA, PMP	FAX		DEPT:	Engineering		
*EMERGENCY CONTACT NAME	U.S. Immigration and Customs Enforcement	*PHONE	202-557-9034				

ADDITIONAL COPY NOTICE TO:

NAME	Garry L. Branch	DEPT	Management and Program Analysis Office of Facilities	EMAIL	Garry.L.Branch@ice.dhs.gov	PHONE	202-732-4311	FAX	
NAME	Alex Daskalakis	DEPT	ICE/CRO	EMAIL	alex.daskalakis@ice.dhs.gov	PHONE	703-551-5623	FAX	

ADDRESS FOR RENTAL PAYMENT INVOICING:

NAME	DEPT	ADDRESS	CITY	STATE	ZIP
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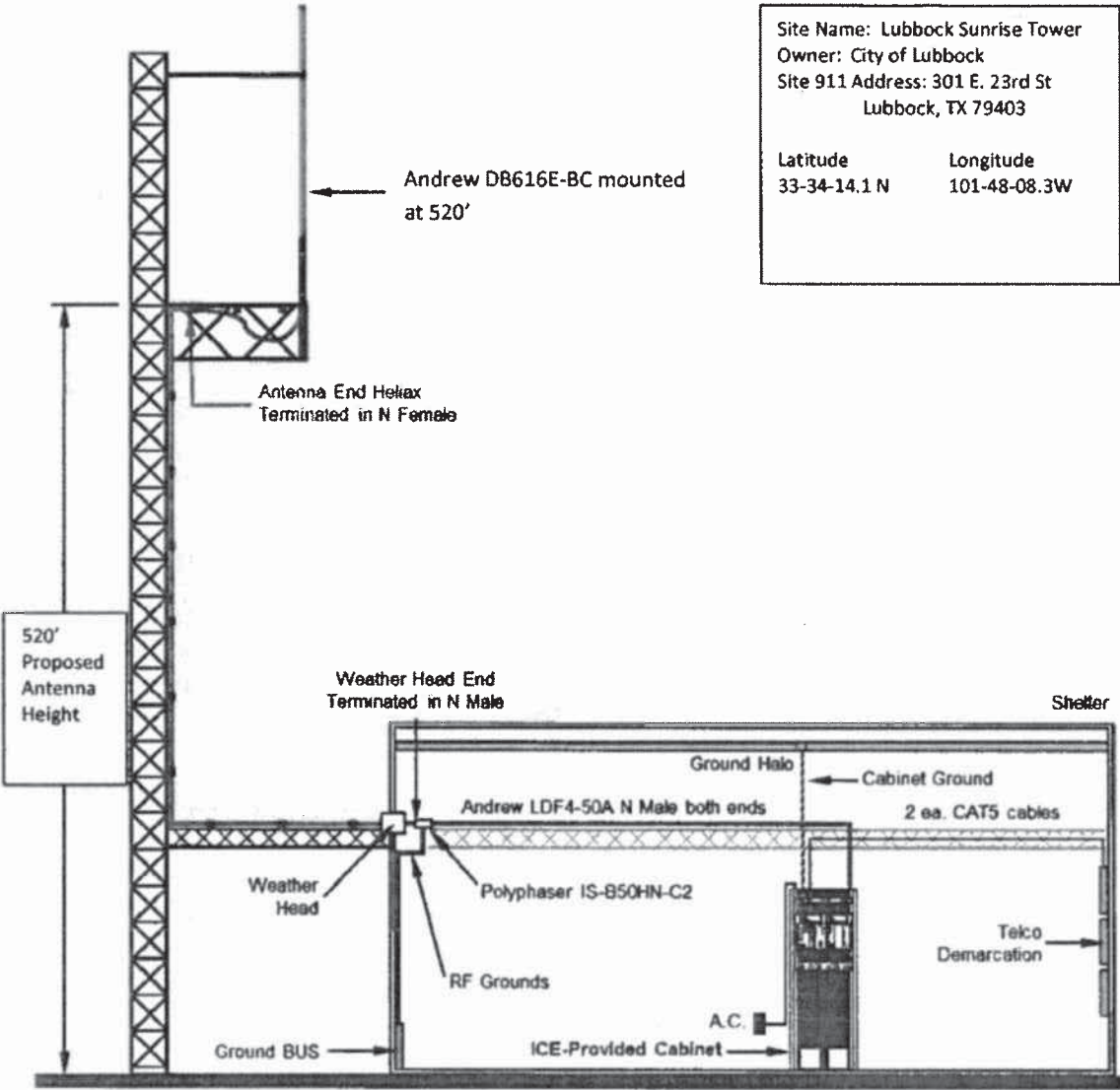
EXHIBIT B

GROUND SPACE REQUIREMENTS							
PRIMARY CONTIGUOUS LEASE AREA:		DIMENSIONS: L(F) ⁴	W(F) ³	H(F) ⁶	OR 12 Sq. ft.	Includes 3 ft. space to the front and back of cabinet	
INSIDE SHELTER	FLOOR DIMS. NEEDED: L(F) ²	W(F) ²	H(F) ⁶	Cabinet Dims	2x2		
STOOP	DIMS: L(F)	W(F)					
OUTDOOR CABINETS	QUANTITY OF CABINETS	DIMS: L(F)		W(F)	H(F)		
PAD FOR CABINETS	DIMS: L(F)	W(F)					
BACKUP POWER REQUIREMENTS							
GENERATOR NOT REQUIRED	*LESSOR SHARED GENERATOR	X	SHARED GENERATOR PEAK USAGE REQUESTED (KW)				
INSIDE CUSTOMER SHELTER	GENERATOR (to be located inside primary lease area)		GENERATOR (to be located outside primary lease area)				
ADDITIONAL LEASE AREA REQUIRED FOR BACKUP POWER:	DIMS: L(F)	W(F)					
MANUFACTURER	MAKE / MGDEL.	CAPACITY (KW)		FUEL TYPE			
PAD FOR GENERATOR	DIMS: L(F)	W(F)					
FUEL TANK	DIMS: L(F)	W(F)	TANK SIZE (gal)				
PAD FOR FUEL TANK (if required)	DIMS: L(F)	W(F)					
NOTES:							
SECONDARY GROUND LEASE AREA REQUIREMENTS (i.e. for additional dish, antenna, etc., beyond area described above)							
Will supplementary ground space be needed to accommodate additional equipment?		Yes	No				
If yes, please identify the dimensions for the additional area: DIMENSIONS: L(F)		W(F)	H(F)	OR Sq. ft.			
ADDITIONAL EQUIPMENT - Please describe, if other than Generator described above:		DIMS: L(F)	W(F)	H(F)			
ADDITIONAL EQUIPMENT - Description:		DIMS: L(F)	W(F)	H(F)			
GROUND SPACE NOTES (if additional area needed beyond that indicated above, please note here):							
POWER/TELCO REQUIREMENTS							
POWER PROVIDED BY:	UTILITY COMPANY DIRECT	LESSOR PROVIDED X	AVERAGE MONTHLY POWER CONSUMPTION:		KWH units		
TELCO/INTERCONNECT REQUIREMENTS	POTS	T1 X	MICROWAVE	FIBER OPTICS			
TRANSMITTER SPECIFICATIONS (& RECEIVERS)							
	FOOT PRINT 1	FOOT PRINT 2	FOOT PRINT 3	FOOT PRINT 4	FOOT PRINT 5	FOOT PRINT 6	
*TRANSMITTER/RECEIVER TYPE	Transmitter/Receiver						
QTY of TRANSMITTERS/RECEIVERS	1						
MANUFACTURER	Motorsola						
TYPE & MODEL	Quantar						
*TYPE of TECHNOLOGY	P25						
TX POWER OUTPUT (Watts)	125w						
*ERP (Watts)							
ELECTRIC SERVICE REQUIRED (Amps/Volts)	20A/110V						
(Notes)							

EXHIBIT B

ANTENNA EQUIPMENT SPECIFICATIONS						
EQUIPMENT TYPE	OMNI					
*INSTALLATION STATUS	Proposed					
RAD CENTER AGL (ft)	530					
EQUIPMENT MOUNT HEIGHT (ft)	520					
*EQUIPMENT MOUNT TYPE	Side Arm					
EQUIPMENT MANUFACTURER	Andrew					
EQUIPMENT MODEL #	DB616E-BC					
EQUIPMENT DIMENSIONS (HxWxD) (Indicate feet or inches)	231" x 3"					
EQUIPMENT WEIGHT (per item, in lbs.)	51 lbs					
EQUIPMENT QUANTITY	1					
AZIMUTHS / DIRECTION of RADIATION (degrees) i.e. "0/180/240/360 (Omni)"	360					
QTY. in EACH AZIMUTH / SECTOR, i.e. "4/4/4 or whip"	N/A					
TX FREQUENCY (in MHz)	172 MHz Range					
RX FREQUENCY (in MHz)	162 MHz Range					
Is equipment using unlicensed frequencies?	No					
ANTENNA GAIN (dB)	7.5					
TOTAL # of LINES for equipment in column	1					
LINE QTY. in EACH AZIMUTH / SECTOR, i.e. "5/5/5"	N/A					
LINE TYPE	UCF 114					
*LINE DIAMETER / SIZE	1-1/4"					
*REMOVING EQUIPMENT (if applicable)	N/A					
<u>ADDITIONAL INSTALLATION NOTES:</u>						

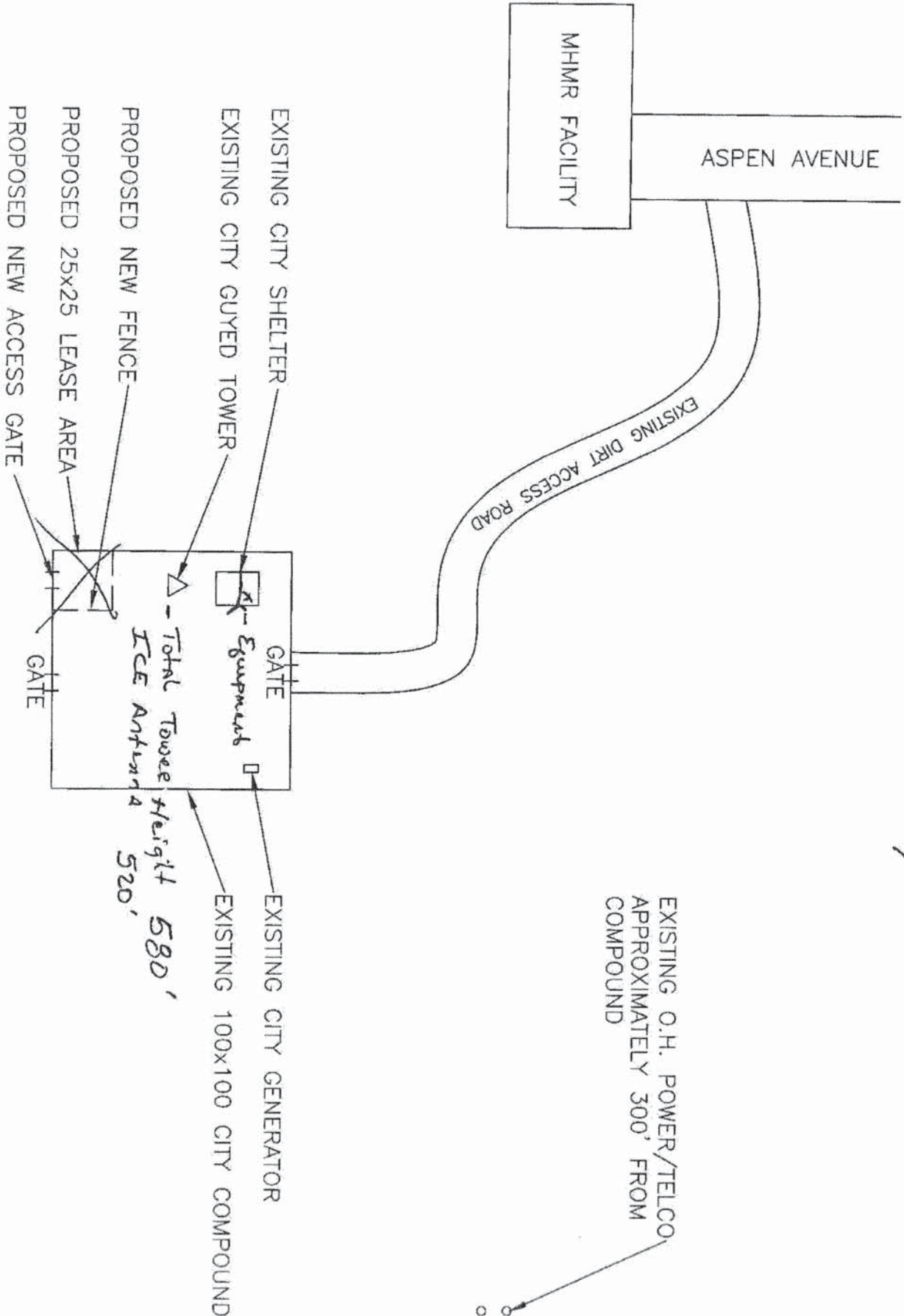
EXHIBIT C



Site Name: Lubbock Sunrise Tower
Owner: City of Lubbock
Site 911 Address: 301 E. 23rd St
Lubbock, TX 79403

Latitude Longitude
33-34-14.1 N 101-48-08.3W

EXHIBIT C



*Will Need To Run Electrical To Building
Will Need To Run All Grounding*

GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
GENERAL	1		SUBLETTING AND ASSIGNMENT
	2	552.270-11	SUCCESSORS BOUND
	3	552.270-23	SUBORDINATION, NON-DISTURBANCE AND ATTORNMEN
	4	552.270-24	STATEMENT OF LEASE
	5	552.270-25	SUBSTITUTION OF TENANT AGENCY
	6	552.270-26	NO WAIVER
	7		INTEGRATED AGREEMENT
	8	552.270-28	MUTUALITY OF OBLIGATION
PERFORMANCE	9		DELIVERY AND CONDITION
	10		DEFAULT BY LESSOR
	11	552.270-19	PROGRESSIVE OCCUPANCY
	12		MAINTENANCE OF THE PROPERTY, RIGHT TO INSPECT
	13		FIRE AND CASUALTY DAMAGE
	14		COMPLIANCE WITH APPLICABLE LAW
	15	552.270-12	ALTERATIONS
	16		ACCEPTANCE OF SPACE AND CERTIFICATE OF OCCUPANCY
PAYMENT	17	52.204-7	CENTRAL CONTRACTOR REGISTRATION
	18	552.270-31	PROMPT PAYMENT
	19	552.232-23	ASSIGNMENT OF CLAIMS
	20	552.270-20	PAYMENT
	21	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER—CENTRAL CONTRACTOR REGISTRATION
STANDARDS OF CONDUCT	22	52.203-13	CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT
	23	552.270-32	COVENANT AGAINST CONTINGENT FEES
	24	52-203-7	ANTI-KICKBACK PROCEDURES
	25	52-223-6	DRUG-FREE WORKPLACE
	26	52.203-14	DISPLAY OF HOTLINE POSTER(S)
ADJUSTMENTS	27	552.270-30	PRICE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
	28	52-215-10	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA
	29	552.270-13	PROPOSALS FOR ADJUSTMENT
	30		CHANGES
AUDITS	31	552.215-70	EXAMINATION OF RECORDS BY GSA
	32	52.215-2	AUDIT AND RECORDS—NEGOTIATION
DISPUTES	33	52.233-1	DISPUTES

INITIALS: _____ & _____
LESSOR GOVERNMENT

LABOR STANDARDS	34	52.222-26	EQUAL OPPORTUNITY
	35	52.222-21	PROHIBITION OF SEGREGATED FACILITIES
	36	52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
	37	52.222-35	EQUAL OPPORTUNITY FOR VETERANS
	38	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
	39	52.222-37	EMPLOYMENT REPORTS VETERANS
SUBCONTRACTING	40	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
	41	52.215-12	SUBCONTRACTOR CERTIFIED COST OR PRICING DATA
	42	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS
	43	52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN
	44	52.219-16	LIQUIDATED DAMAGES—SUBCONTRACTING PLAN
	45	52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS

Note: Revised General Clause 52.204-7, System For Award Management (SAM) (July 2013)

The Central Contractor Registration (CCR) database has been retired and replaced with SAM. In all instances where CCR is referenced you must refer to SAM.

The information collection requirements contained in this solicitation/contract that are not required by regulation have been approved by the Office of Management and Budget (OMB) pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

INITIALS: _____ & _____
LESSOR GOVERNMENT

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

- (2) It is is not a corporation that was convicted, or had an officer or agent of the corporation acting on behalf of the corporation, convicted of a felony criminal violation under any Federal law within the preceding 24 months.

5. 52.203-11 – CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(Applicable when the estimated value of the acquisition exceeds \$100,000)

- (a) *Definitions.* As used in this provision—"Lobbying contact" has the meaning provided at 2 U.S.C. 1602(8). The terms "agency," "influencing or attempting to influence," "officer or employee of an agency," "person," "reasonable compensation," and "regularly employed" are defined in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12).
- (b) *Prohibition.* The prohibition and exceptions contained in the FAR clause of this solicitation entitled "Limitation on Payments to Influence Certain Federal Transactions" (52.203-12) are hereby incorporated by reference in this provision.
- (c) *Certification.* The offeror, by signing its offer, hereby certifies to the best of its knowledge and belief that no 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 on its behalf in connection with the awarding of this contract.
- (d) *Disclosure.* If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.
- (e) *Penalty.* Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

6. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

- (a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the

INITIALS: _____ & _____
LESSOR GOVERNMENT

- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

8. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS Number _____

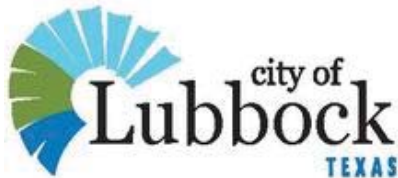
9. CENTRAL CONTRACTOR REGISTRATION (MAY 2012)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <https://www.acquisition.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

- Registration Active and Copy Attached
- Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE) NAME _____ STREET _____ CITY, STATE, ZIP _____ TELEPHONE NUMBER _____ _____ Signature Date
--	--

INITIALS: _____ & _____
 LESSOR GOVERNMENT



Regular City Council Meeting

6. 12.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute purchase order contract 90500016 with Exerplay, Inc. for playground equipment for Hoel Park.

Item Summary

Purchase order contract with Exerplay, Inc. for the supply and assembly of playground structures for the renovations at Hoel Park located at 9002 Chicago Avenue.

Project renovations include Evos playground structures, shipping, onsite assembly, concrete flat work, demolition, earthwork and grading, site work to meet ADA compliance, irrigation and seeding. Similar playground structures have been successfully installed at seventeen parks as part of previous projects.

The \$167,111 purchase from Exerplay Inc. of Cedar Crest, New Mexico is made available through the Texas Association of School Boards Local Government Purchasing Cooperative, known as the BuyBoard contract 42313/QTE JD 063014-4. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

The Park Playground Improvements 2014 purchase includes:

- Evos play structure
- Safety surfacing
- Site preparation to include sidewalk, playground enclosure, playground sub base pad, demolition of existing playground and all concrete, irrigation, fill material and compacted surfacing pad.

Estimated time for the completion of this project is 60 working days and liquidated damages are \$250 per day.

Fiscal Impact

\$3,826,041 is appropriated in Capital Improvement Project 91170, Park Playground Replacement, with \$167,111 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager, Community Services

Attachments

Resolution & Contract - Exerplay, Inc

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 90500016 for the purchase of Playground Equipment for Hoel Park as per Buy Board 423-13/QTE JD 063014-4, by and between the City of Lubbock and Exerplay, 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:

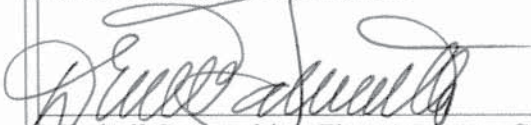
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Exerplay, Inc PO No 90500026
7.10.14



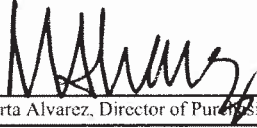
PURCHASE ORDER

Page - 1
 Date - 07/09/2014
 Order Number 90500016 000 OP
 Branch/Plant 91170

TO: EXERPLAY INC
 PO BOX 1160
 CEDAR CREST New Mexico 87008

SHIP TO: CITY OF LUBBOCK
 1912 ERSKINE
 Lubbock Texas 79401

INVOICE TO: CITY OF LUBBOCK
 ACCOUNTS PAYABLE
 P.O. BOX 2000
 LUBBOCK, TX 79457

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 07/09/2014 Freight
 Requested 08/27/2014 Taken By K SHEPHERD
 Delivery PER J STUART - REQ 43979 BUYBOARD 423-13 / QTE SQ-36834

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Evos Play Structure, #140250A	1.000	45,230.0000	EA	45,230.00	08/27/2014
3 Panel Mobius Climber	1.000	6,020.0000	EA	6,020.00	08/27/2014
Welcome Sign	1.000		EA		08/27/2014
Buy Board Discount, 423-13	1.000	(2,562.5000)	EA	(2,562.50)	08/27/2014
Freight/Shipping	1.000	1,980.0000	EA	1,980.00	08/27/2014
Install Playground Equip.	1.000	16,250.0000	EA	16,250.00	08/27/2014
Security Fencing - 3 months	1.000	1,375.0000	EA	1,375.00	08/27/2014
Safety Surfacing	1.000	35,532.0000	EA	35,532.00	08/27/2014
Buy Board Discount, 423-13	1.000	(1,776.6000)	EA	(1,776.60)	08/27/2014
Courtesy Discount	1.000	(1,776.6000)	EA	(1,776.60)	08/27/2014
Sidewalk	1.000	7,702.0000	EA	7,702.00	08/27/2014
Playground Sidewalk	1.000	9,559.0000	EA	9,559.00	08/27/2014
Demolition, Install sub base	1.000	30,588.0000	EA	30,588.00	08/27/2014
Irrigation	1.000	5,750.0000	EA	5,750.00	08/27/2014
Fill Material	1.000	6,210.0000	EA	6,210.00	08/27/2014
Seeding	1.000	1,380.0000	EA	1,380.00	08/27/2014
Performance/Payment Bond	1.000	5,651.1100	EA	5,651.11	08/27/2014

Total Order

Terms NET DUE ON RECEIPT

167,111.41



PURCHASE ORDER

Page - 2
Date - 07/09/2014
Order Number 90500016 000 OP
Branch/Plant 91170

TO: EXERPLAY INC
PO BOX 1160
CEDAR CREST New Mexico 87008

SHIP TO: CITY OF LUBBOCK
1912 ERSKINE
Lubbock Texas 79401

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

Ordered 07/09/2014 Freight
Requested 08/27/2014 Taken By K SHEPHERD
Delivery PER J STUART - REQ 43979 BUYBOARD 423-13 / QTE SQ-36834

INSURANCE CERTIFICATE REQUIRED PRIOR TO INSTALLATION:

Table with 2 columns: Insurance coverage details (Commercial General Liability, Automotive Liability) and Worker's Compensation details.

City of Lubbock is named as an additional insured on a primary and non-contributory basis with a waiver of subrogation in favor of the City of Lubbock on liability coverages. To include products of completed operations endorsements. Waiver of subrogation provided on the workers' compensation.

This purchase order encumbers funds in the amount of \$167,111.41 awarded to Exerplay, Inc. of Cedar Crest, New Mexico, on July 24, 2014. The following is incorporated into and made part of this purchase order by reference: Price quotation SQ-36834 dated June 27, 2014 from Exerplay, Inc. of Cedar Crest Rock, New Mexico and BuyBoard Contract 423-13. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

PO Box 1160
 Cedar Crest NM 87008-1160
 Fax 505.281.0155
 Toll Free 800.457.5444
 www.exerplay.com

DATE NUMBER
 6/30/2014 JD063014-4
 TERMS: Net 30

QUOTATION prepared for:
 Lubbock, City of

Please Issue Purchase Order to:
 Exerplay, Inc
 PO Box 1160, Cedar Crest, NM 87008
 Texas Buy Board Contract #423-13
 Please fax to 505-281-0155

ITEM	DESCRIPTION	QTY	COST	TOTAL
Project	PLAYGROUND EQUIPMENT FOR HOEL PARK			
	LANDSCAPE STRUCTURES, INC.			
LSI	Evos Design #140250A	1	45,230.00	45,230.00
LSI 150635A	3 Panel Mobius, direct bury, 290 lbs	1	6,020.00	6,020.00
LSI 182503C	Welcome Sign, 5-12 Years. DB, 24 lbs	1	0.00	0.00
	Sub-Total			51,250.00
DISC - BUY BOARD	Buy Board Discount, 423-13		-5.00%	-2,562.50
Freight	Freight/Shipping Charges (150-280-14)	1	1,980.00	1,980.00
Install	Installation of Playground Equipment	1	16,250.00	16,250.00
Fencing	Security Fencing for Site for 3 months - NOTE - After 3 months, \$350/mo	1	1,375.00	1,375.00
	FOREVERLAWN, INC.			
ForeverLawn	Simulated grass safety surfacing, Playground Grass Academy, 1,890 sq/ft of 8' fall height padding	1	35,532.00	35,532.00
DISC - BUY BOARD	Buy Board Discount, 423-13		-5.00%	-1,776.60
Disc	Courtesy Discount		-1,776.60	-1,776.60
	SITE WORK			
Site Prep	Sidewalk	1	7,702.00	7,702.00
Site Prep	Playground Sidewalk	1	9,559.00	9,559.00
Demolition	Demolition of existing equipment, install sub-base and topsoil	1	30,588.00	30,588.00
Site Prep	Irrigation	1	5,750.00	5,750.00
Site Prep	Fill Material	1	6,210.00	6,210.00
Site Prep	Seeding	1	1,380.00	1,380.00
Bond	Performance/Payment Bond	1	5,651.11	5,651.11
Notes	Pricing does not include security, or any applicable permits.			
JT	For more information please contact Jeff Talley at (806) 670-4006, or jeff@exerplay.com - PRICING IS GOOD FOR 60 DAYS -			

REP Quote prepared by John Clark
 JT john@exerplay.com

TOTAL \$167,111.41

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 24, 2014**

Capital Project Number: 91170
 Capital Project Name: Park Playground Replacement

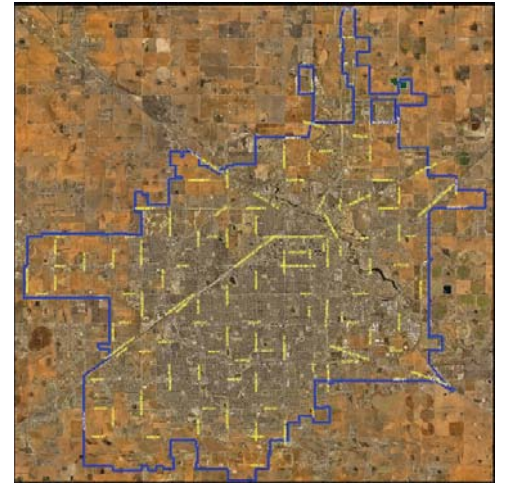
	Budget
<i>Encumbered/Expended</i>	
Materials Cost	\$ 877,877
Construction Cost	825,352
Design Cost: In House	132,792
Professional Services	13,585
Administration	9,123
Exerplay, Inc. Elmore, Leftwich, Maedgen & Ribble	782,332
Exerplay, Inc. Chatman & Hinojosa Playground	389,913
 <i>Agenda Items July 24,2014</i>	
Exerplay, Inc. Phil Hoel Park	167,111
<i>Encumbered/Expended To Date</i>	3,198,085
 <i>Estimated Costs for Remaining Appropriation</i>	
ADA Review	1,200
Playground Replacement	626,756
<i>Remaining Appropriation</i>	627,956
 Total Appropriation	\$ 3,826,041

Managing Department **Parks and Recreation**

Project Manager **Craig Wuensche**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

Replace old, worn, weathered, cracked, and rusted playground equipment with new colorful, metal, multi-activity choices for park users of all ages. The renovation includes installation of perimeter sidewalks and resilient safety surfacing. Playground replacements are performed in the following order: Clapp and Stevens Parks in FY 2014-15; Crow, Mae Simmons and Rodgers Parks in FY 2015-16; Lusk, Washington and Butler Parks in FY 2016-17; Carter, Casey and Smith Parks in FY 2017-18; Higginbotham, Dupree and Mahon Parks in FY 2018-19; North Mackenzie and South Mackenzie Parks in FY 2019-20; Wheelock, Carlisle and Cook Parks in FY 2020-21; Additional Parks as funding allows in future years.

Project Justification

Park playgrounds have a life span of 10 to 15 years. With 57 playgrounds in use, the City should replace five playgrounds each year. The project was identified as a high priority in the City of Lubbock Parks Recreation and Open Space Master Plan 2011 to provide safer play structures and to improve the appearance of Lubbock.

Project History

The majority of playgrounds in Lubbock are approximately 20 years old. Woods, Hollins, Burns, Guadalupe, Berry, and Maxey, Stubbs, Kastman, and Ratliff Parks have been completed. Chapman, Hinojosa and Hoel Parks should be completed in 2014.

\$200,000 was appropriated in the FY 2005-06 budget, Ord. No. 2005-00106, September 8, 2005.

\$275,000 was appropriated in FY 2006-07 budget, Ord. No. 2006-00098, September 13, 2006.

\$275,000 was appropriated in the FY 2007-08 budget, 2007-00091, September 13, 2007.

\$607,531 was appropriated in the FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.

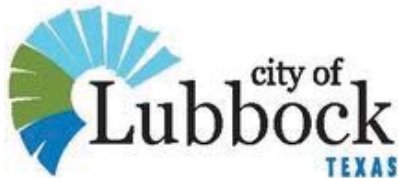
\$671,079 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

\$705,304 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

\$298,964 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

\$793,163 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	3,636,339	802,007	858,148	918,218	982,494	1,051,268	1,124,857	9,373,331
Design and Engineering	189,702	46,678	49,946	53,442	57,183	61,186	65,469	523,606
Total Project Appropriation	3,826,041	848,685	908,094	971,660	1,039,677	1,112,454	1,190,326	9,896,937



Regular City Council Meeting

6. 13.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution- Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 11924 with Turfmaster Irrigation and Landscaping, Inc. for Hoel Park Walking Track, ITB 14-11924-TS.

Item Summary

The project involves many aspects of site construction which includes the removal of the old picnic shelters, removal of non-compliant on-curb Americans with Disabilities Act (ADA) accessible parking, curb & gutters, and other concrete. Additionally, the installation of a new six foot wide concrete perimeter walking track with crossings at the drainage areas and other sidewalk connecting existing park features. There will be new ADA accessible parking spaces, ADA ramps, new concrete bench pads, and a new drinking fountain.

Bids were received from the following companies:

Turfmaster Irrigation and Landscape Inc. of Lubbock, TX	\$229,000
Henthorn Commercial Construction, LLC. of Lubbock, TX	231,000
Speedcrete Inc. of Lubbock, TX	410,000

Staff recommends award of the lump sum contract to the lowest bidder, Turfmaster Irrigation and Landscape, Inc. of Lubbock, TX, for \$229,000. Time for completion is 120 calendar days and liquidated damages are \$120 per day.

Fiscal Impact

\$380,000 is appropriated in Capital Project 92288, Hoel Park Walking Track with \$229,000 available for the walking track.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Turfmaster Irrigation & Landscaping, Inc

Budget Detail 92288

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11924 for the construction of a Hoel Park walking track, by and between the City of Lubbock and Turfmaster Irrigation & Landscaping, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

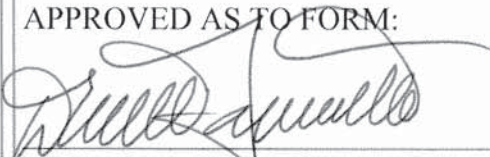
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

vw:ccdcs/RES.Contract-Turfmaster Irrigation
July 1, 2014

**BID SUBMITTAL FORM
LUMP SUM BID CONTRACT**

DATE: 7-1-14

PROJECT NUMBER: ITB 14-11924-TS- Hoel Park Walking Track

Bid of Turtmaster Irrigation + Landscaping, Inc. (hereinafter called Bidder)

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

Ladies and Gentlemen:

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

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	LUMP SUM
1.	Mobilization/Demobilization, insurance, SWPPP plan, site preparation, surveying, and layout, etc.	1	LS	\$ 9,000. ⁰⁰
2.	Demolition and removal of designated items including all necessary incidentals to complete the work, furnished.	1	LS	\$ 8,000. ⁰⁰
3.	Concrete sidewalks, maintenance curbs, bench pads, and concrete stem wall including all necessary incidentals to complete the work, furnished and installed, complete in place.	1	LS	\$ 113,300. ⁰⁰
4.	Irrigation system, all associated materials and equipment fully tested and operational including all necessary incidentals to complete the work, furnished and installed, complete in place.	1	LS	\$ 75,000. ⁰⁰
5.	Earthwork and fine grading fine grade and hydro-mulched seed planted and established to a "uniform stand," turf maintenance, landscape rehabilitation work including all necessary incidentals to complete the work, furnished and installed, complete in place.	1	LS	\$ 5,000. ⁰⁰

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	LUMP SUM
6.	ADA accessible parking space with related curb, gutter, reinforcement and concrete including all necessary incidentals to complete the work, furnished and installed, complete in place.	1	LS	\$ 4,000. ⁰⁰
7.	Parking striping and signage including all necessary incidentals to complete the work, furnished and installed, complete in place.	1	LS	\$ 700. ⁰⁰
8.	Construct typical 24" curb and gutter type 'A' to lines and grades according to plans including all necessary incidentals to complete the work, furnished and installed, complete in place.	1	LS	\$ 4,000. ⁰⁰
9.	Construct ADA pedestrian ramp in compliance with latest City of Lubbock standards per the plans and specifications.	1	LS	\$ 2,000. ⁰⁰
10.	2" HMAC, City of Lubbock type D asphalt patching/repair as necessary relating to curb ramps, ADA parking, curb and gutter.	1	LS	\$ 500. ⁰⁰
11.	Electrical conduit and pull boxes including all necessary incidentals to complete the work, furnished and installed, complete in place.	1	LS	\$ 7,500. ⁰⁰
TOTAL (ITEMS 1 - 11)				\$ 229,000.⁰⁰

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **ONE HUNDRED TWENTY CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of \$ 120.00 for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents. Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 28 of the General Instructions to Bidders. Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding. The Bidder agrees that this bid shall be good and may not be withdrawn for a period of SEVENTY (70) calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents. Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him. Enclosed with this bid is a Cashier's Check or Certified Check for Dollars (\$) or a Bid Bond in the sum of Eleven thousand, four hundred fifty Dollars (\$ 11,450.⁰⁰), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.




Bidder's Initials
171

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

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

Date: 7-1-14


Authorized Signature

Jimmy Schneider
(Printed or Typed Name)

Turtmaster Irrigation + Landscaping, Inc
Company

11410 Trafalger Ave
Address

Lubbock, Lubbock
City, County

Texas, 79424
State, Zip Code

Telephone: 806-787-3767

Fax: 806-407-5806

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2658808

EMAIL: jimmyturtmaster@gmail.com

(Seal if Bidder is a Corporation)

ATTEST:

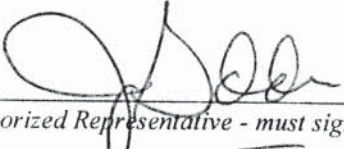
Secretary

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

By  Date: 7-1-14
Authorized Representative - must sign by hand

Officer Name and Title: Jimmy Schneider, Pres.
Please Print

Business Telephone Number 806.787.3767 FAX: 806.407.5806

E-mail Address: jimmyturtmaster@gmail.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____

Date of Award by City Council (for bids over \$50,000): _____ Date P.O./Contract Issued: _____

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

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 24, 2014**

Capital Project Number: 92288
 Capital Project Name: Hoel Park Walking Track

	Budget
<i>Encumbered/Expended</i>	
Administration	\$ 195
The Playwell Group	17,518
 <i>Agenda Items July 24,2014</i>	
Turfmaster Irrigation Landscape	229,000
<i>Encumbered/Expended To Date</i>	246,713
 <i>Estimated Costs for Remaining Appropriation</i>	
The Playwell Group	45,988
ADA Review	715
Park Lighting & Park Irrigation Upgrades	29,584
Contingency	57,000
<i>Remaining Appropriation</i>	133,287
 Total Appropriation	\$ 380,000

Managing Department **Park Development**

Project Manager **Craig Wuensche**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Construction of a 6 ft. wide perimeter walking track at Phil Hoel Park. The project will include the concrete walking track, irrigation renovation, drainage modifications, ADA parking, earthwork, turf, benches, and picnic units.

Project Justification

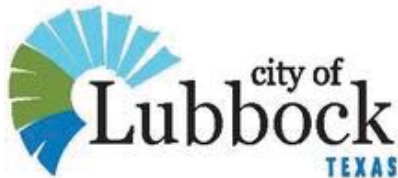
The addition of walking tracks in parks is the 2nd highest priority in the 2011 Parks, Recreation and Open Space Master Plan. The neighborhood around Hoel Park has requested a walking track for many years.

Project History

\$365,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	380,000	0	0	0	0	0	0	380,000
Total Project Appropriation	380,000	0	0	0	0	0	0	380,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2013 General Fund	365,000	0	0	0	0	0	0	365,000
Pay-As-You-Go Grant Funding	15,000	0	0	0	0	0	0	15,000
Total Funding Sources	380,000	0	0	0	0	0	0	380,000



Regular City Council Meeting

6. 14.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Police: Consider a resolution authorizing the Mayor to execute contract 11929 with Red the Uniform Tailor for Police Custom Made to Measure Uniforms and Honor Guard Dress Uniforms, ITB 14-11929-TS.

Item Summary

Police custom made to measure uniforms are tailored according to each individual measurement. Uniform fabric specifications include requirements for two types of fabric, a 100 percent wool and a wool blend. It is department policy that each officer is required to have 100 percent wool fabric dress custom uniform. They can be worn as a dress uniform for special events and occasions when formal uniform attire is required and as a normal patrol duty uniform. The honor guard uniforms will be used for special events and occasions by the honor guard unit. Other divisions within the department have the ability to purchase from the unit price contract.

The contract is awarded by unit price. The amount of the award is based on estimated quantities and actual expenditures which may be more or less depending on the actual need. Expenditures will not exceed appropriated funds. The contract term shall be for a term of one year, with the option of six, one-year renewals. Annual renewal increase will be mutually agreed upon in writing, with at no point increasing more than two percent.

Staff recommends contract award to the sole bidder, Red the Uniform Tailor of Lakewood, New Jersey for \$67,997 per year.

Fiscal Impact

The expenditure is included in the FY 2013-14 budget, account 5735.8123.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution & Contract - Red the Uniform Tailor

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. 11929 for custom made-to-measure police uniforms and honor guard dress uniforms, by and between the City of Lubbock and Red the Uniform Tailor, Inc. of Lakewood, New Jersey, 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.

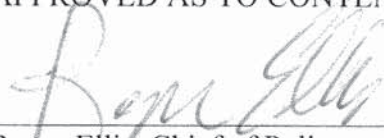
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

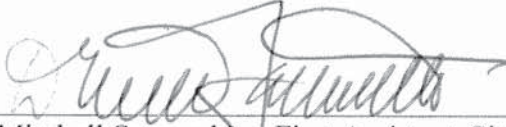
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Roger Ellis, Chief of Police

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

vw:ccdcs/RES.Contract-Red the Uniform Tailor
July 1, 2014

**City of Lubbock, TX
Contract for Services
Police Custom Made to Measure Uniforms and Honor Guard Dress Uniforms**

THIS CONTRACT made and entered into this 24th day of July, 2014, by and between the City of Lubbock ("City"), and Red the Uniform Tailor, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Police Custom Made to Measure Uniforms and Honor Guard Dress Uniforms 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 Police Custom Made to Measure Uniforms and Honor Guard Dress Uniforms.

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, Police Custom Made to Measure Uniforms and Honor Guard Dress Uniforms and more specifically referred to as items one through eleven on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of six, one year renewals. Annual renewal increase will be mutually agreed upon in writing, with at no point increasing more than two percent. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the

State of Texas. The insurance companies must carry a Best’s Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	500,000
Commercial General Liability	
General Aggregate	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	500,000
Any Auto	
Workers Compensation or Employers’ Liability	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and non-contributory basis on general liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

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

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

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

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

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
10. All funds for payment by the city under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the city of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11929-TS, Specifications, and the Bid Form.

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

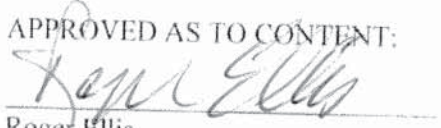
CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

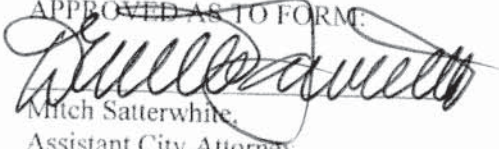
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



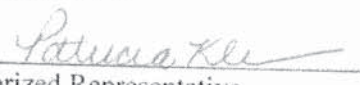
Roger Ellis,
Chief of Police

APPROVED AS TO FORM:



Mitch Satterwhite,
Assistant City Attorney

CONTRACTOR

BY 

Authorized Representative

Patricia Klein, COO
Print Name
Red The Uniform Tailor
475 Aberdeen Ave S
Address

Lubbock TX 79401
City, State, Zip Code

City of Lubbock, TX
ITB 14-11929-TS Police Custom Made to Measure Uniforms and Honor Guard Dress
Uniforms
Specifications

1. Bidder must bid on an all or none basis.
2. Bid Form: Bidder's shirt prices should include all insignia (emblems, chevrons, and service stripes), zipper, buttons and button toggles as required. Bidder is also asked to submit bid representing four options:
 - Option 1 Bid shirts all-inclusive with all insignia (shoulder patch/chevrons, service stripes) buttons, button toggles.
 - Option 2 Bid shirts without shirt "P" buttons and button toggles attached to the shirt, but with buttons and toggles accompanying the order.
 - Option 3 Bid shirts without Service Stripes.
 - Option 4 Bid shirts not including "P" Button and Toggle attached, but still enclosed with shirt and, not including Service Stripes.
3. Bidder will submit exact garment samples and various chevrons, service stripes and emblems prior to bid opening if bidder has not created to these specifications in the past. Samples will fully represent the production items provided after bid award.
4. Bidder must submit three references from law enforcement agencies with at least 150 uniformed officers where bidder provided custom made-to-measure shirts, trousers, and breeches.
5. Successful bidder will provide a tailor to take measurements at the Lubbock Police Department during times the Department will determine.
6. Successful bidder must be able to provide a purchase receipt for each transaction to include: item quantity, item description, item cost, and total purchase price, etc.
7. Successful bidder must accept individual or group orders throughout the contract term.
8. Successful bidder must not apply a minimum order requirement and price items accordingly.
9. Successful bidder must provide a four to six week order delivery.
10. The City will not buy unused fabric. Ideally, the successful bidder will provide pricing, product and service that encourage continuation of the contract so that unused fabric is minimized.
11. **SIGNIFICANT INSTRUCTION:** The uniform garments shall be *custom made to measure* according to individual measurements and conform to measurements taken by the vendor's representative/tailor. **STOCK CUTTING IS NOT ALLOWED OR ACCEPTABLE. MODIFICATION OR ALTERATION OF STOCK-SIZED UNIFORM ITEMS IS NOT ALLOWED (FOR EXAMPLE: 16-16.5 REGULAR/TALL STOCK SHIRT OR 32 X 34 REG STOCK TROUSERS).**

12. **ATTENTION BIDDER:** Please pay special attention to the requirements highlighted within the specifications.

SHIRTS

FABRIC SPECIFICATION

Shirt specifications include requirements for two (2) types of fabric:

▪ **TYPE 1 - 100% Wool, Two Ply, Tropical Weave**

- First Quality
- Tropical Weave
- 10-10 ½ Ounces Per Linear Yard
- Two Ply Warp and Filling
- Dark Navy (midnight) Blue
- Raeford Mills Style #8321-30 or Approved Equal

▪ **TYPE 2 - 55% Dacron Polyester/ 45% Wool Blend, Three Ply, Tropical Weave**

- First Quality
- Tropical Weave
- 11-11 ½ Ounces Per Linear Yard
- Three Ply Warp and Filling
- **Dark Navy (midnight) Blue**

Bidder must provide samples of each material with bid. Samples must be labeled to identify the material and placement on the garment.

SHIRTS - MALE, LONG SLEEVE SHIRT FABRICATION

Style:

Semi-military cut to be made for metal buttons with shoulder epaulets and metal eyelet badge holder. Five permanently sewn in military creases. Rear creases to be sewn under the yoke to the base of the rear inner lining below the neck.

Construction:

The collars and cuffs are to be ¼" top stitched and all seams are to have no less than ten stitches per inch. All parts of the shirts to be computer cut and mirrored to insure uniformity of shape and size. All seams to have reinforcing tack stitching of no less than three stitches at the beginning and end of each seam. Entire shirt will be sewn with double stitching except for the closing seams.

Collar:

Conventional, stand-up, dress collar. Collar and band will be die cut. Collar will have permanently fused, shrink-proof, extra heavy grade, 100% cotton interlining. Collar will consist of a leaf with a separate, stitched-on stand. The stand will be made of the basic cloth and lined on the inside with black poly/rayon sateen fabric. The collar stand will be sewn and turned, single-needle construction. The collar stand and stand lining will be fused with #AH3643, white pellon. The collar leaf will be interlined with #N5772, white, woven fusible pellon. The collar stand will have a button on one side and a corresponding buttonhole on the other. When fastened, the collar will have a ¼ inch tie space opening. The leaf will be top stitched with two rows of stitching, one at the edge and the other ¼-inch from the edge. The points of the collar leaf will be 2-7/8 inches, +/- 1/8 inches when finished. The collar leaf, when finished and folded down will measure approximately 1-3/4 inches at the center, back. Collar stays measuring 2-5/8 inches long and ¼ inch wide will be inserted to the collar points and sewn so that no stitches show through on either side of the

collar. Stays must be sufficient thickness to prevent puckering, wrinkling or rolling and positioned so as not to interfere with collar brass centered on the collar. The neckband will be lined with matching 70-denier nylon taffeta or black 65% polyester/ 35% cotton.

Yoke:

The back shall have a pointed Western yoke to finish 4 ½ inches below the collar seam and be lined with 70 denier nylon taffeta or with 55% cotton and 45% polyester broadcloth of a coordinating color (Bidder must provide an identifiable sample with bid, i.e. "Yoke - 55 cot/45 poly"). Yoke to be center pointed 4 ½" from the bottom neckband to point of yoke on a male size 16 ½" shirt, comparable distance for other sizes for comfort.

Sleeves:

Conventional-style tapered sleeves with reinforced elbows of one-piece construction, double stitched at opening and single stitched throughout the elbow. Reinforcement shall be approximately 6 ¾" at the widest point to vary depending on the shirt size and sewn onto the inseam of the sleeve and into the cuff. Sleeve pleats, formed of excess material, are to be placed close to underarm seam; open side of pleat shall face underarm seam. Two-button cuffs shall be 3" wide with square corners and accommodate two 24 ligne metal buttons attached vertically on cuff, and will have poly-cotton twill covering over the shank of the button. Cuffs shall be lined with 65/35 poly/cotton and interlined with permanently fused, shrink-proof, extra-heavy-grade 100% cotton. Rounded or barrel cuff is not acceptable.

Front:

Seven button front with vertical buttonholes, including collar button. Left front to have a self-fabric center pleat 1 ½ inches wide extending from collar band to bottom of shirt. It shall have two rows of double stitching with inside stitching 7/8-inch apart. The center pleat is to be interlined with poly-cotton VIKING PRESS canvas or to be lined with fusible pellon. Right front to have an approximate two inch turn back to create a self-fly 7/8-inch wide. This self-fly will serve as a metal button guard for metal buttons. Right front shall be edge-stitched 1/16th. Right front self-fly will have five ¼-inch buttonholes spaced approximately 3 ½ inches apart and bar tacked in between buttonholes.

Zipper Front:

Hidden zipper front concealing a molded flat YKK plastic zipper VFO-36, 7/16 inch wide, with polyester zipper tape. Zipper shall begin at second button down from top and be cut and gapped to individual shirt sizes. The front shall contain one functional metal button and four non-functional metal buttons and buttonholes. One collar button and one functional bone button at bottom below zipper. All non-functional buttonholes to be cut ¼-inch to accept metal button shank. Buttonholes are to be extra heavy duty, approximately 50 stitches per inch.

Buttons:

Metal "P" style buttons, 24 ligne, removable, secured by cotter pin/toggle and slotted disc, on epaulets, front, pocket flaps and, if present, cuffs. Metal buttons shall be silver for Corporal and Officer, gold for Sergeant and all higher ranks. Top and bottom buttons on front and two extra buttons on shirt tail front shall be black 24 ligne oversize plastic. They shall be attached with a button sewing machine and sewn with best grade Poly-Cotton 60/36,

three cord thread to match material. Front button spacing shall be three inches below juncture of front pleat and neckband and then 3 ½ inches for the remaining buttons.

Pockets:

Pockets to be die creased for uniformity. Two pleated breast pockets finishing 5 ¼ inches wide and 5 7/8" deep/long with mitered lower corners with Velcro at corners. Both pockets shall have 1 ½-inch box pleat; with centered ¼-inch horizontal buttonhole to accommodate metal buttons set 1 ¼ inches down from top of pocket, centered at pleat and stitched top and bottom to prevent spreading. Left pocket to have sewn through pencil opening to accommodate two pencil/pens, 1 ¼" pencil division. Top of pocket flap to be 7 inches from the high point of the shoulder seam vertically to the top center of the pocket flap. Pockets will be equally distant from the center placket. Velcro is to measure 5/8" x 5/8" and to be sewn in place on all four sides. Pockets will accommodate a removable 24 ligne metal button.

Pocket Flaps:

Flaps to be die-creased for uniformity. Shall be die-cut, creased and three-point scalloped. The flaps are to be interlined with pella crease and tac, 100% polyester, or approved equal. Flaps to be sewn and turned with ¼- inch top stitch. Flaps are to be placed ¼ inch above the top of each pocket and have one centered vertical buttonhole eyelet to accommodate detachable metal buttons. Pockets will accommodate a removable 24 ligne metal button. The left flap is to have a pencil opening approximately 1 ¼ inch in width. Flaps to be placed approximately seven inches from shoulder seam centered and shall be varied according to size of shirt.

Epaulets:

Military style sewn into sleeve seams and crossed stitched. All shoulder straps are to be interlined with pella crease and tac, 100% polyester, or approved equal, and die creased for uniformity. To measure 1 ¾ inches wide at sleeve head and extending to within approximately ¼ inch of neckband. Epaulets to be sewn, turned and top stitched with one row of stitching. Straps to set into each sleeve head when the sleeves are joined. To be securely cross-stitched for a distance of approximately 2 ¾ inches from the sleeve head and to contain one buttonhole set ½ inch from pointed end. Epaulet to button with a metal button and to have a ¼-inch buttonhole with button guard in both shoulders to accommodate metal buttons. Shoulder straps will accommodate a removable 24 ligne metal button.

EXAMPLE: Shoulder straps shall be graded by size with the straps for size 16 ½" to measure 5 ¾" in length, 1 ½" at point end and 2 1/8" where it is sewn into the shoulder seam.

Badge Tab:

Badge tab top-stitched, lined with fusible pella or approved equal, and centered over left breast pocket, measuring 1 inch wide and 2 ½" high/long having two metal eyelets spaced 1 ¼ inches apart vertically, and having a center stitch for reinforcement. To comply with current specifications, the **top of the tab shall be positioned 2 ¾ inches above the top pocket seam** to provide no less than ¼ inch between the top of the pocket flap and the bottom of a badge of 3 ½ inches height.

Name Tab:

Two oval sewn-in eyelets, spaced **1 7/8 inches apart, shall be parallel to and centered** above the right breast pocket at a vertical placement of **3/8 inch** above the pocket flap.

Shoulder Patches:

To be provided by vendor in the LPD-approved design on a background of black Raeford 8321-30, or approved equal, with merrowed edges. The lettering, merrowing and five alternating facets of the star shall be of "Old Gold" coloration, the state outline shall be in red, and the remaining alternating facets of the star in silver coloration. Patches shall be sewn on both sleeves approximately **1/2 inch** below the shoulder seam. The Lubbock Police Department will provide a sample patch to the successful bidder.

Chevrons:

Chevrons, when required, shall be sewn on each sleeve at least one inch but not more than two inches below the shoulder patch. To be provided by vendor when required. All chevrons shall use a Raeford 8321-30 dark navy background, or approved equal, with merrowed dark navy coloration or approved equal edges. The two-bar silver chevrons (Corporal) shall exactly match the silver of the patch star facets and service stripes; the gold three-bar chevrons (Sergeant) shall exactly match the gold of the patch merrowing and star facets and service stripes.

Service Stripes:

Service stripes shall be sewn on the left sleeve in front of the pressed crease with the lowest part of the bottom stripe spaced approximately 1 1/2 inches above the cuff seam. To be provided by vendor in the number appropriate for individual officers at one stripe per five years of service. Stripes must be manufactured in incremental groups of one (5-9 years), two (10-14 years), three (15-19 years), four (20-24 years), five (25-29 years) and six (30-34 years) rather than cut from a roll; edges must be merrowed. The background shall be Raeford 8321-30 fabric; the thread on silver service stripes (Corporal and Officer) shall exactly match that used in shoulder patch star facets, and that of gold stripes shall exactly match the gold thread of the shoulder patch.

Fitting:

The garment/item shall be *custom made* according to individual measurements and conform to measurements taken by the vendor's representative:

All items must be custom-made according to the following measurements, taken for each individual officer as specified:

- A. Neck - Hold tape snug around neck. Neck should be natural, not stretched;
- B. Chest - Measure around fullest part of chest, under the arms;
- C. Girth - Measure around chest and arms with arms hanging naturally down the side;
- D. Waist - Measure around natural waistline;
- E. Inseam - Measure from base of crotch seam between the legs to the floor, minus one and one-half inches or as specified by the officer;
- F. Outseam - Measure from the bottom of the trouser waistband to the floor, minus one and one-half inches or as specified by the officer;

- G. Arm - From shoulder seam to far end of wrist bone, or as specified by the officer, with arm hanging naturally down the side;
- H. Sleeve Length - With arm held chest high and bent at the elbow to a 90 degree angle, measure from center back of collar around the elbow to the far end of the wrist bone;
- I. Hip - Measure around the fullest part of the seat and hips, plus one inch. Pockets must be empty.

STOCK CUTTING IS NOT ALLOWED OR ACCEPTABLE. MODIFICATION OR ALTERATION OF STOCK-SIZED UNIFORM ITEMS IS NOT ALLOWED (FOR EXAMPLE: 16-16.5 REGULAR/TALL STOCK SHIRT OR 32 X 34 REGULAR STOCK TROUSERS).

It is the intent of the Department to receive uniforms guaranteed to fit each individual. Shirts must be made in the USA.

Labels and Nametags:

Garment must have vendor's label with care instructions. All garments shall have permanently affixed label attached inside of right front tail (Left front for female-style facing option), which shall state the name of agency, name of the individual, fabric specification, size, and date of creation. There shall also be a tracking code, which corresponds with the packing list and invoice number. Permanent indelible ink must be used.

Pressing:

All shirts shall be pressed with military creases. Three creases in back, two in front. The sleeve is to be pressed from bottom of shoulder insignia to bottom of hem.

Certification:

Vendor shall be responsible for all requirements, specifications and standards, and shall certify compliance with all of the above. There shall be no sub-contracting of either the cutting or the making of the shirts and doing so will be cause for rejection of the garment.

SPECIFY WARRANTY:

one year warranty

COMMENTS:

See attached

SHIRT – FEMALE, LONG SLEEVE SHIRT FABRICATION

Female shirts shall be the same fabrication as male long sleeve shirt with the following exceptions:

- **Front:** Six-button front, including collar button;
- **Sleeves:** Sleeves are to be one piece, have a ¼-inch hem.

SPECIFY WARRANTY:

one year warranty

COMMENTS:

see attached

SHIRT – MALE, SHORT SLEEVE SHIRT FABRICATION

Short sleeve shirts will meet every specification of the long sleeve shirts with the following exceptions:

- Hemmed half sleeves, which will be measured to the half inch in length.

SPECIFY WARRANTY:

One year warranty

COMMENTS:

See attached

SHIRT – FEMALE, SHORT SLEEVE SHIRT FABRICATION

Short sleeve shirts will meet every specification of the female long sleeve shirt with the following exceptions:

- Hemmed half sleeves, which will be measured to the half inch in length.

SPECIFY WARRANTY:

One year warranty

COMMENTS:

See attached

TROUSERS AND MOTOR BREECHES

FABRIC SPECIFICATION

Trouser and Breeches specifications include requirements for two types of trouser and breeches fabrics:

- **TYPE 1 - 100% Wool, Two Ply, Serge Weave**
 - First Quality
 - Serge Weave
 - 16-16 ½ Ounces per Linear Yard
 - Two Ply Warp and Filling
 - Dark Navy (midnight) Blue
 - Raeford Mills Style #8250-8818 or Approved Equal

- **TYPE 2 - 55% Dacron Polyester/ 45% Wool blend, Three Ply, Tropical Weave**
 - First Quality
 - Tropical Weave
 - 11-11 ½ Ounces Per Linear Yard
 - Three Ply Warp and Filling
 - Dark Navy (midnight) Blue

Bidder must provide samples of each material with bid. Samples must be labeled to identify the material and placement on the garment.

TROUSERS – MALE TROUSER FABRICATION

Style:

Military uniform pattern shall be used with fitted waistbands and produced according to individual sizing. The width of the legs shall be proportional to individual inseam and shoe sizes. To be made with two full quarter top pockets and two rear pockets. The rear pockets to have button and pearl type eyelet style buttonhole on left pocket, right pocket to be made open. The density of the buttonhole is to be 50 stitches per inch with a four hole 24 ligne plastic button.

Waistband:

Method 1 - Waistband shall be two inches wide. Waistband curtain shall be made of 65/35 poly/cotton, have Snug-tex and shall be attached with a rocap machine in an open manner (Brown outlet method) for ease of adjustment. Ban-Rol stiffener one inch wide shall be sewn into the waistband. The waistband shall be set on and be top stitched below the lower edge through the outer fabric and inside waistband curtain. Trousers shall be made with a three-inch outlet at waist, tapered for seat outlet.

Method 2 - Waistband curtain to be black, approximately three inches with three rows of snug-tex completely around the interior of the pants and 1 5/8 inches of ban-rol to prevent rolling, shall be caught in the top stitching. The snug-tex is to extend over the french fly and waistband curtain with snug-tex to cover the back seam outlet. Top of the waistband to be single needle top stitched at the top and bottom of band for extra strength. Zig-zag or chain stitch is not

acceptable. Waistband curtain shall be constructed with 2 3/4" wide buckram backing. Polyester will not be accepted.

Pockets:

Two (full quarter top pockets) front and two hip pockets; no watch pocket. All pockets must be stitched, turned, and top stitched (sewn inside out and turned then top stitched for extra strength). Safety serging is not acceptable. All pocketing to be inserted into seam at waistband. Pocket openings must be bartacked at each corner.

POCKETS, FRONT: Front pockets to be one-quarter inch (1/4) top pocket style. Depth of pocket from bottom to opening to be 6 1/2 inches. Opening of pockets to be a minimum of 6 1/4 inches. (Measuring from the top of the opening to the bottom of the pocket measures approximately 13"). Inside facing will be a minimum of 1 1/2 inches wide. Outside facing to be a minimum of 3 1/2 inches wide.

POCKETS, HIP: Hip pockets located a maximum of 3 1/2 inches below waistband, to be a minimum of 5 1/2 inches wide and a maximum of 7 inches deep. The rear pockets to have button and pearl type eyelet style buttonhole on left pocket. Left pocket to button with tab measuring 1 5/8 inches wide by 1 7/8 inches long, stitched, turned and topstitched. The density of the buttonhole is to be 50 stitches per inch with a four hole 24 ligne plastic button. Right pocket to be made open. Openings to be securely triangle bar tacked at each corner. Hip pockets to be made with 3/16-inch double piping. All pocket welts are to be interlined with pellaon, or approved equal, and then top stitched.

Pocketing:

All pocketing to be black, 65% Polyester, 35% Cotton with a minimum thread count of 68 x 54, or approved equal. The weight shall be 2.60 yds. /lb.

Fly And Inside Trim:

Method 1 (Paired with waistband method #1 above) - Right fly and crotch linings shall be identical in material to the waistband curtain. Right fly lining shall be sewn to the left fly below zipper. Crotch lining shall be serged to each front. Separate French fly made of self-material shall be sewn to inside right fly. Fly closure must be heavyweight brass zipper. Bottom of fly shall be bartacked and a French fly support installed to button securely across the lower abdomen. Fly tab to measure 1 3/4 inches wide and 2 1/2 inches long, inserted at bottom of waistband at 45-degree angle. Trousers closure must be crush-proof heavy-duty hook-and-eye.

Method 2 (Paired with waistband method #2 above) - Talon zipper is to be brass #603-0-025 with a #001-5310-05-03-04-000 slide, cut and gapped to precise lengths for individual trousers. Zipper slide to be heavy duty self-locking type. Zipper tape to be black all cotton twill style #06-1310. Trousers closure to be crush proof heavy duty hook and eye style with a one piece french fly and fly button fastening at the base of the waistband. Two piece fly and button tab is not acceptable.

Belt Loops: Trousers of waist measurement of 29 inches or more must have seven belt loops 7/8" wide and 2" long; trousers of waist less than 29 inches may have five belt loops. Loops must be 7/8 inch minimum width and two inches in height, double stitching for extra strength. All loops are to be sewn into waistband at the top and then dropped to

accommodate a 1 ¾" belt and sewn as to disallow raw edges. The base of the loops to be stitched for extra strength with a minimum of 28 stitches per loop.

Construction: All loose threads shall be removed. ALL stress points are to be properly bar tacked and closing seams to have #40 polyester cord reinforced thread for extra strength. Trousers must be completely and properly shaped, the outseams and inseams to be pressed open flat. All edges will be finished smooth with 15 stitches per inch. There will be no raw edges inside or outside of the trouser. All trousers are to have approximately a 5" polyester and cotton crotch reinforcement sewn in; size may vary according on the trouser size. All side seams and inseams shall be chain stitched and the seat seam shall be double chain stitched using Poly Cotton 60/35, three-cord thread, or approved equal.

Labels and Name Tags: Garment must have vendor's label with care instructions. All garments shall have permanently affixed label attached, which shall state the name of agency, name of the individual, fabric specification, size, and date of creation. There shall also be a tracking code, which corresponds with the packing list and invoice number. Permanent indelible ink must be used.

Fitting: The garment/item shall be *custom made to measure* according to individual measurements and conform to measurements taken by the vendor's representative:

All items must be custom-made according to the following measurements, taken for each individual officer as specified:

- A. Neck - Hold tape snug around neck. Neck should be natural, not stretched;
- B. Chest - Measure around fullest part of chest, under the arms;
- C. Girth - Measure around chest and arms with arms hanging naturally down the side;
- D. Waist - Measure around natural waistline;
- E. Inseam - Measure from base of crotch seam between the legs to the floor, minus one and one-half inches or as specified by the officer;
- F. Out seam - Measure from the bottom of the trouser waistband to the floor, minus one and one-half inches or as specified by the officer;
- G. Arm - From shoulder seam to far end of wrist bone, or as specified by the officer, with arm hanging naturally down the side;
- H. Sleeve Length - With arm held chest high and bent at the elbow to a 90 degree angle, measure from center back of collar around the elbow to the far end of the wrist bone;
- I. Hip - Measure around the fullest part of the seat and hips, plus one inch. Pockets must be empty.

STOCK CUTTING IS NOT ALLOWED OR ACCEPTABLE. MODIFICATION OR ALTERATION OF STOCK-SIZED UNIFORM ITEMS IS NOT ALLOWED (FOR EXAMPLE: 16-16.5 REGULAR/TALL STOCK SHIRT OR 32 X 34 REGULAR STOCK TROUSER).

It is the intent of the Department to receive uniforms guaranteed to fit each individual. Trousers must be made in the USA. TROUSERS SHALL BE UNHEMMED OR HEMMED AT THE OFFICER'S REQUEST.

Certification: Vendor shall be responsible for all requirements. Specifications and standards shall certify compliance with all of the above. There shall be no sub-contracting of either the cutting or the making of the trousers, doing so will be cause for rejection of the garments.

SPECIFY WARRANTY:

_____ One year warranty _____

COMMENTS:

_____ See attached _____

TROUSERS – FEMALE TROUSER FABRICATION

Style and fabrication to be the same as men's using a female pattern, with the following exceptions:

- **Front Pockets:** Shall measure six inches at opening for one-quarter (1/4) inch top pockets. Depth of pocket from bottom to opening to be 5 ½ inches. Inside facing will be a minimum of 1 ½ inches wide. Outside facing to be a minimum of 3 ½ inches wide for quarter (1/4) top pockets and two inches wide for side pockets;
- **Hip Pockets:** Shall have five inch openings and to be six inches deep;
- **Belt Loops:** Women with waist measurement less than 29 inches will contain five loops. Waist measurement over 29 inches will be same as men.

SPECIFY WARRANTY:

_____ one year warranty _____

COMMENTS:

_____ see attached _____

MOTOR BREECHES FABRICATION

Motor Breeches will meet every specification of the trousers with the following exceptions:

- Breeches will have double fabric knees and a rounded, double fabric seat;
- Legs will taper from below the knee to below the calf proportional to individual calf measurements;
- Legs will have zippered closures at the calves meeting other zipper requirements in these specifications and measured according to individual preference. Calf zippers will be on the outside of the legs and will close from calf to hem.

STOCK CUTTING IS NOT ALLOWED OR ACCEPTABLE. MODIFICATION OR ALTERATION OF STOCK-SIZED UNIFORM ITEMS IS NOT ALLOWED (FOR EXAMPLE: 16-16.5 REGULAR/TALL STOCK SHIRT OR 32 X 34 REGULAR STOCK TROUSER).

It is the intent of the Department to receive uniforms guaranteed to fit each individual. Trousers must be made in the USA. TROUSERS SHALL BE UNHEMMED OR HEMMED AT THE OFFICER'S REQUEST.

Certification: Vendor shall be responsible for all requirements. Specifications and standards shall certify compliance with all of the above. There shall be no sub-contracting of either the cutting or the making of the trousers, doing so will be cause for rejection of the garments.

SPECIFY WARRANTY:

one year warranty

COMMENTS:

See attached

HONOR GUARD UNIFORM DRESS BLOUSE

(Dress Coat)

Scope

This specification covers the requirements for uniform blouses made from first quality 55% Dacron polyester and 45% wool worsted serge fabric for the Lubbock Police Department.

The garments shall be custom made to measure according to individual measurements and fittings. Garment is to be made in the USA.

Requirements

First quality 55% Dacron polyester and 45% worsted wool, serge finish, as detailed in specifications.

The production of the blouse shall be first class in every respect. All materials necessary to produce the blouse must be first quality and the garments shall be clean, well finished and pressed.

Blouse in custom made to measure sizes will be required. Custom fit blouses are to be made to individual measurements and fittings. Measurements are to be taken at headquarters.

The vendor shall demonstrate that facilities are available for promptly making necessary alterations, adjustments and repairs.

Fabric Specifications

- Weave – Serge 651-1
- Weight – 14 ounces per linear yard
- Fiber content – 55% Dacron Polyester and 45% Wool Worsted
- Ply of yarn – Two-ply warp and filling
- Color- blue/black midnight navy

Bidder must provide samples of each material with bid. Samples must be labeled to identify the material and placement on the garment.

Blouse Fabrication

Style:

Five button single breasted, choker collar with wire closure, form fitting, cut snug at waist, flare in skirt. (Sam Browne belt to be worn) Double bi-swing back and center vent omitted.

Pockets:

Blouse shall have two outside breast pockets with pleats and scalloped flaps which button down. The corners of the pockets shall be slightly rounded. The pleat in each pocket shall be 1 ½" wide. The blouse shall also have two lower breast pockets with scalloped flaps which will button down with 24 ligne buttons. Uniformity and spacing shall be maintained at the bottom of waist. The blouse shall also be constructed with two inside breast pockets. The pockets shall be 5 ¾" wide by 6" deep. The pocket opening shall be neatly piped. Dimensions for breast pockets and lower pockets shall be scaled in accordance with garment size and length.

Back:

Shall be constructed with a resilient double bi-swing to facilitate movement. The opening of both the interior and exterior bi-swing shall start 1 ½" below epaulet seam and extend 1 ½" above waistband.

Lining:

Full lining of polyester twill fabric, black in color. Front inner-cloth shall be the best grade of nonwoven fusible pellow. There shall be no substitute for pellow. Chest and shoulder of coat to be padded with hymo haircloth and felt, and to be sewn with two rows of blind stitching including one inch woven bridle tape. The back of blouse is to be constructed with a bi-swing that is connected with a 1" elastic strap.

Sleeve:

The lining shall be the same as the body lining. Lubbock police emblems and shall be placed on each sleeve 1" down from shoulder seam. Emblems shall be supplied by agency.

Epaulets:

Shall be 2 ¼" wide at shoulder seam and tapered to 1 ½" and the point extending to the collar. Each button shall button near collar with a 24 ligne button. The epaulets are to be made with a box stitch.

Trim:

There shall be gold piping on the top of the collar, epaulets, facing and colonial cuffs. Gold piping to be 670-10.

Seam:

Outside body seams shall be plain. Shoulder seams shall be stayed around armhole with tape from back notch to front notch.

Outlets:

Side seams, ¾" each side, ¾" in under seam. The turn up at the bottom of cuff shall be no less than 2 ½". The turn up at the bottom of the coat shall be no less than 1 ¼".

Buttons:

Front closure, five 36 ligne metal buttons, pocket flaps and epaulets, six 24 ligne. Texas Star buttons as manufactured by the Waterbury button company will be required in gold for all honor guard members.

Buttonholes:

Shall be cut first or after type, positioned 1/2" from edge of coat and finished with separate bartacks.

Belt hooks:

Belt hooks to match color of coat and reinforced in side seam for a sam browne belt. Two hooks in rear at side seams will be required.

Shoulder pads:

Shall be 1/2" thick needle punch type with 100% cotton padding fill.

Sewing threads:

All sewing threads shall be the best quality nylon, cotton polyester and blends of polyester and cotton as is applicable to specific seams. Manufacturer shall certify that the seams, sewing threads, tensile strength elongation and number of stitches per inch will withstand the stresses exerted in the performance of the normal duties of a law enforcement officer.

Top and edge stitching:

Uniform 1/4" double stitching shall be used on all flaps, epaulets, breast pockets and at hem of blouse.

Cutting:

Garments are to be cut from computerized patterns utilizing a lectra or gerber computerized cutting systems. This modern equipment provides and insures the production of extremely precise patterns as well properly aligned seams for future alterations. In addition to enhancing tailoring of finely proportioned patterns for maximum garment draping qualities and consistent sizing, this equipment makes possible the production of a complete set of individual customized patterns further assuring continuity in visual effect.

Fittings:

All uniform garments shall be custom made to the measurements taken of the individual. All measurements shall be taken in the presence of an official designated by the quartermaster. This official shall also present at the try-on in the baste, shall approve alterations and acceptance of the finished product. Measurements shall be recorded and one copy shall be retained by the Lubbock police department representative until acceptance of the final garment, at which time it will be surrendered upon demand by contractor. Acceptance or rejection of the garments shall be at the discretion of the above designated official. One try-on in the baste is required and one alteration is permitted. If the uniform is judged to be unacceptable after one alteration, it will be rejected and a new garment shall be produced. A rejected uniform may not be accepted after one alteration for any other individual.

Color:

The color shall be midnight blue or as indicated on the fabric specification. The color shall be obtained by the yarn die process.

Labeling:

All blouses are to be custom made for each individual officer. To be produced and filed in cad computer system (computer aided design) all blouses are to have a care label permanently

affixed, with the department name, officer name, name of manufacturer, specification, size, and also to have a tracking code (bar-code) which corresponds to the packing slip and invoice number.

Certification:

The vendor shall be responsible for all requirements, specifications, standards, and shall certify compliance with all of the above. There shall be no sub-contracting of the above garments and doing so will be cause for rejection of the garments.

Additions:

There shall be a cloth badge holder sewn above the left breast pocket, 2" long and 1" wide, with two brass eyelets. Badge holder to be sewn all the way around.

STOCK CUTTING IS NOT ALLOWED OR ACCEPTABLE. MODIFICATION OR ALTERATION OF STOCK-SIZED UNIFORM ITEMS IS NOT ALLOWED (FOR EXAMPLE: 16-16.5 REGULAR/TALL STOCK SHIRT OR 32 X 34 REGULAR STOCK TROUSER.).

It is the intent of the Department to receive uniforms guaranteed to fit each individual. Trousers must be made in the USA. TROUSERS SHALL BE UNHEMMED OR HEMMED AT THE OFFICER'S REQUEST.

Certification: Vendor shall be responsible for all requirements. Specifications and standards shall certify compliance with all of the above. There shall be no sub-contracting of either the cutting or the making of the trousers, doing so will be cause for rejection of the garments.

SPECIFY WARRANTY:

One year warranty

COMMENTS:

see attached

HONOR GUARD UNIFORM TROUSER

Fabric Specifications

- Weave – Serge 651-1
- Weight – 14 ounces per linear yard
- Fiber content – 55% Dacron Polyester and 45% Wool Worsted
- Ply of yarn – Two Ply warp and filling
- Color- blue/black midnight navy

TROUSERS – MALE/FEMALE TROUSER FABRICATION

Trouser will meet every fabrication specification of the trousers with the following exceptions:

- Add a 1 1/2” Gold 670-10 stripe set into side seam with a 1 1/8” 651-1 Midnight Navy stripe inserted on top of the Gold stripe.

STOCK CUTTING IS NOT ALLOWED OR ACCEPTABLE. MODIFICATION OR ALTERATION OF STOCK-SIZED UNIFORM ITEMS IS NOT ALLOWED (FOR EXAMPLE: 16-16.5 REGULAR/TALL STOCK SHIRT OR 32 X 34 REGULAR STOCK TROUSER).

It is the intent of the Department to receive uniforms guaranteed to fit each individual. Trousers must be made in the USA. TROUSERS SHALL BE UNHEMMED OR HEMMED AT THE OFFICER’S REQUEST.

Certification: Vendor shall be responsible for all requirements. Specifications and standards shall certify compliance with all of the above. There shall be no sub-contracting of either the cutting or the making of the trousers, doing so will be cause for rejection of the garments.

SPECIFY WARRANTY:

one year warranty

COMMENTS:

See attached

HONOR GUARD UNIFORM DRESS CAP

Honor Guard Dress Cap Specification

- Low Profile Pershing Style Cap
- Fabric 651-1 BB Midnight Navy Serge Weave
- Cap will have permanent band of 651-1 fabric.
- Crown Piping 670-1 Gold
- Black Clarino top strap with gold buckle.
- Black Clarino 5/8" front strap with Gold Texas Star buttons.
- Visor # 169 Black
- Double eyelets spaced 1 5/8".

SPECIFY WARRANTY:

One year warranty

COMMENTS:

See attached



Designers and Manufacturers of Quality Apparel

LETTER OF WARRANTY

THIS LETTER WILL SERVE AS A WARRANTY GIVEN TO PURCHASES BY SELLER OF ATTACHED BID ITEMS. ITEMS WILL MEET CERTAIN QUALITY REQUIREMENTS AND WILL CONFORM TO SPECIFICATION STANDARDS, UNLESS OTHERWISE NOTED IN THE BID PACKAGE. THE PRODUCTS WILL BE THE HIGHEST QUALITY, NO SECONDS, AND WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

RED THE UNIFORM TAILOR, INC. WILL WARRANTY SAID ITEMS FOR A PERIOD OF ONE (1) YEAR, IN WHICH ITEM IS FIT FOR ORDINARY PURPOSES FOR WHICH SUCH GOODS ARE USED.

PATRICIA KLEIN
CHIEF OPERATING OFFICER

BID FORM
Police Custom Made to Measure Uniforms and Honor Guard Dress Uniforms
City of Lubbock, TX
ITB 14-11929-TS

In compliance with the **Invitation to Bid 14-11929-TS**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **14-11929-TS** 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
1.	150	EA.	Custom MTM L/S Shirt, All Wool, as specified herein.	\$ 113.85	\$ 17,077.50
2.	75	EA.	Custom MTM L/S Shirt, 55/45 Blend, as specified herein.	\$ 106.65	\$ 7,998.75
3.	75	EA.	Custom MTM S/S Shirt, All Wool, as specified herein.	\$ 102.70	\$ 7,702.50
4.	75	EA.	Custom MTM S/S Shirt, 55/45 Blend, as specified herein.	\$ 95.55	\$ 7,166.25
5.	150	EA.	Custom MTM Trouser, All Wool, as specified herein.	\$ 96.35	\$ 14,452.50
6.	75	EA.	Custom MTM Trouser, 55/45 Blend, as specified herein.	\$ 75.45	\$ 5,658.75
7.	6	EA.	Custom MTM Motor Breeches, All Wool, as specified herein.	\$ 170.35	\$ 1,022.10
8.	6	EA.	Custom MTM Motor Breeches, 55/45 Blend, as specified Herein.	\$ 145.00	\$ 870.00
9.	9	EA.	Custom MTM Honor Guard Blouse (Coat), Honor Guard Texas Star Buttons, as specified herein.	\$ 495.00	\$ 4,455.00
10.	9	EA.	Custom MTM Honor Guard Trouser, as specified herein.	\$ 96.45	\$ 868.05
11.	9	EA.	Honor Guard Dress Cap, as specified herein.	\$ 80.65	\$ 725.85
Total Cost (Items 1-11)					\$ 67,997.25

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

Optional Bid 1

ITEM	QTY (+/-)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE BID	EXTENDED COST
1	1	EA.	Optional Bid Cost All Inclusive, With all insignia (Shoulder Patch/Chevrons, Service Stripes), Button and Button Toggle, as specified herein.	\$ 113.85	\$ 113.85

Optional Bid 2

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE BID	EXTENDED COST
1	1	EA.	Optional Bid Cost Same As Option #1: Not Including "P" Buttons and Toggles, but with buttons and toggles accompanying the order. As specified herein.	\$ 112.35	\$ 112.35

Optional Bid 3

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE BID	EXTENDED COST
1	1	EA.	Optional Bid Same As Option #1: Without Service Stripes. As specified herein.	\$ 112.35	\$ 112.35

Optional Bid 4

ITEM	QTY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE BID	EXTENDED COST
1	1	EA.	Optional Bid Same As Option #1: Not Including "P" Buttons and Toggles Attached to Shirt, but enclosed w/Shirt; and not including Service Stripes. As specified herein.	\$ 110.85	\$ 110.85

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

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of %, net 30 calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered. MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES NO

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

THIS BID IS SUBMITTED BY Red the Uniform Tailor a corporation organized under the laws of the State of New Jersey, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: Red the Uniform Tailor
 Address: 475 Oberlin Ave S
 City: Lakewood State: NJ Zip: 08701

Bidder acknowledges receipt of the following addenda: N/A
 Addenda No. _____ Date _____ Addenda No. _____ Date _____

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

By Patricia Klein Date: 6-24-14
 Authorized Representative - must sign by hand

Officer Name and Title: Patricia Klein, Chief Operating Officer
 Please Print

Business Telephone Number 800-272-7337 FAX: 800-701-5021

E-mail Address: Salesperson - Randy Battle - randy.battle@rtut.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.



State of New Jersey

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

CHRIS CHRISTIE
Governor

KIM GUADAGNO
Lt. Governor

ANDREW P. SIDAMON-ERISTOFF
State Treasurer

CERTIFIED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges RED THE UNIFORM TAYLOR INC is a WBE owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the \$100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.

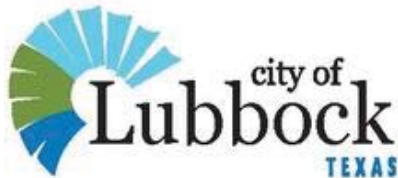


Andrew Pantelides
Assistant Director

Issued: August 5 2012
Certificate Number: 59641-15

Expiration: August 4, 2015





Regular City Council Meeting

7. 1.

Meeting Date: 07/24/2014

Information

Agenda Item

Public Hearing - 6:00 p.m. - Community Development: Consideration of the Five-Year 2014-2019 Consolidated Plan and One Year 2014 Action Plan. Each plan outlining the community's housing and development needs while identifying strategies which will be used by the Community Development Department.

Item Summary

The U.S. Department of Housing and Urban Development (HUD) requires the City of Lubbock to submit a Consolidated Plan that will outline the community's future needs, and the department's plans to address those needs. Lubbock citizens participated in this process through focus groups for citizens, non-profit agencies and all other interested parties. Residents also participated through on-line survey and needs assessment. The Community Development and Services Board (CDSB) also participated as a subcommittee and as representatives of the citizens in their communities. At the regularly scheduled CDSB meeting on February 12, 2014 the board discussed and voted on new Target Areas for the new consolidated plan. The CDSB also received and discussed information on the new consolidated plan priorities and needs.

On June 18, 2013, the City contracted with J-Quad Planning Group, LLC of Addison, Texas to gather the information included in the plan. The draft Consolidated Plan has been available for review and comment since June 30, 2014. The 30-day citizen comment period will end on July 30 at 5:00 p.m.

The supporting document for this item is the Executive Summary of the Consolidated Plan and the Action Plan. The complete document can be viewed on the agenda website for this item.

Fiscal Impact

This plan has no direct impact on the General Fund. It simply outlines the needs and priorities that will be addressed over the next five year period. It does not commit General Fund dollars to any projects. The plan will serve as a guide for the allocation of future federal funds allocated by HUD to the City.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

[Consolidated Plan Executive Summary](#)

[City of Lubbock 2014 - 2019 Consolidated Plan and 2014 Annual](#)

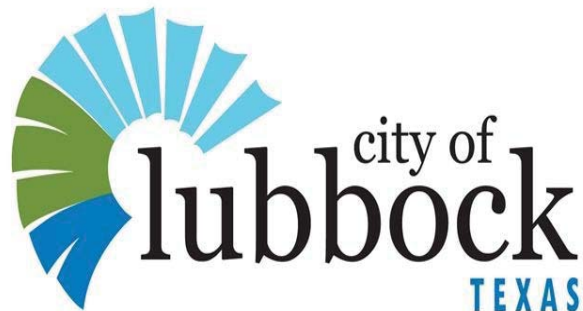
CITY OF LUBBOCK, TEXAS

2014 - 2019 CONSOLIDATED PLAN 2014 - 2015 ANNUAL PLAN

Draft Report

30 Days Public
Comment Period

July 1 - July 31, 2014



EQUAL HOUSING
OPPORTUNITY

Prepared by:
J-QUAD Planning Group

14683 Midway Rd. Suite #110
Addison, TX 75001

Office: (972) 458-0600
Fax: (972) 458-0602



Executive Summary

ES-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The Consolidated Plan serves as a planning document meeting the federal government statutory requirements in 24 CFR 91.200-91.230, with revisions for preparing a Consolidated Plan and guiding the use of CDBG, HOME, HOPWA, and ESG funding based on applications to the U.S. Department of HUD. The major sections of the Consolidated Plan include a Housing Market Analysis, Housing and Homeless Needs Assessment, 5-year Strategic Plan, a 1-year Action Plan, and Consultation and Citizen Participation, with accompanying documentation relating to public comment. The Strategic Plan addresses specific needs that were identified in the data analysis, with specific goals and program targets for each category designated for funding. The Action Plan is a subset of the Strategic Plan, addressing funding options for the next fiscal year. The Consolidated Plan can be used by organizations in the community as a guide for identifying activities through which they can help the jurisdiction reach their housing and community development goals. The Consolidated Plan also serves as the baseline for measuring program effectiveness, as reported in the Consolidated Annual Performance and Evaluation Report (CAPER) required by HUD for each fiscal year's funding allocation.

Incorporated into the Consolidated Plan are an analysis of the local housing market and a review of housing and homeless needs in Lubbock as a means of defining the current environment in which federal funding is being used. The Consolidated Plan provides a strategic plan for meeting priority needs that were identified through the community participation process. The analytical parts of the document draw from the 2005-2009 and the 2008-2012 American Community Surveys and 2005 CHAS data provided by HUD. Other data sources include the 2010 U.S. Census and other information gathered locally, including the Lubbock Continuum of Care and a survey of citizens that was used to assist in prioritizing needs. The survey was available on the City's website and was distributed at community meetings. Public housing information was provided by the Lubbock Housing Authority.

2. Summary of the objectives and outcomes identified in the Plan Needs Assessment Overview

This Consolidated Plan contains a range of goals, objectives, and outcomes formulated to address needs identified for homelessness, other special needs, affordable housing, non-housing community

development, barriers to affordable housing, lead-based paint hazards, institutional structure, and coordination. These objectives include:

- Continue to collaborate with homeless providers to supply a continuum of services.
- Support services aimed at the prevention and elimination of homelessness and Rapid Re-housing.
- Improve the condition of housing for low-income homeowners.
- Increase the viability of potential homeownership opportunities.
- Improve the condition of housing for low-income renters and home owners through regulatory programs.
- Support improvement of infrastructure and public facilities in CDBG targeted areas in Lubbock.
- Expand business opportunities by supporting economic development projects through Section 108 Program funding.
- Address community needs through community-based public service programs.

These goals are supported by a collection of associated objectives and performance goals. These objectives seek to work toward meeting the goals stated, addressing the need for more affordable housing, housing rehabilitation, public facilities and infrastructure improvements, and social services. Specifics can be found in the Strategic Plan and Annual Action Plan.

3. Evaluation of past performance

The City of Lubbock has a long history of successful programs funded through the Community Development Block Grant and HOME Investment Partnership Program. Of particular importance to the health of the city have been programs that address the condition of the housing stock. The City has successfully funded housing rehabilitation activities targeting lower income and elderly households unable to properly maintain their homes. The City also operates a successful program that provided downpayment and mortgage assistance to new homebuyers. The City has worked actively with local homeless services providers to expand both the stock of units/beds available to homeless persons and services aimed at helping those persons find employment, housing, health care services, and educational opportunities. Details of past performance can be found in the City's Consolidated Annual Performance and Evaluation Report (CAPER).

4. Summary of citizen participation process and consultation process

The 2014-2018 Citizen Participation Plan (CPP) was adopted for development of the 2014-2018 Consolidated Plan. The CPP provides details for public notice for all meetings and the various stages of

Consolidated Plan development, public hearings before the citizens of Lubbock and City Council, accommodations for persons with disabilities, and the conduct of public review of draft documents.

In addition to public hearings as a means of receiving comment from the public in front of the Mayor and City Council, City staff held community meetings to provide citizens with information concerning the availability of Community Development Block Grant, HOME, and Emergency Solutions Grant funds and to incorporate their comments into the planning process. These included five technical assistance workshops which were held during the day or evening at community centers and one meeting held at City Hall for housing, homeless, and disability service providers. A survey to establish a community involvement process for prioritizing needs was distributed among workshop attendees and other interested individuals and was also posted on the City's website for enumeration online. Additional interviews were conducted with representatives of the housing and banking industry, non-profit organizations, and the community to further explore community needs and concerns.

5. Summary of public comments

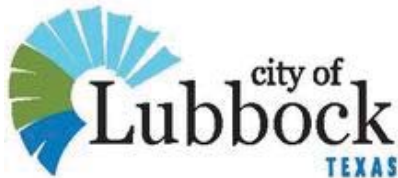
No comments were received in the public review process, therefore none were rejected for any reason.

6. Summary of comments or views not accepted and the reasons for not accepting them

No public comments were received during the public review period.

7. Summary

This document was developed through a process that included a significant community engagement component, which included focus groups, workshops, and a public review period. No comments were received from the public during the public review period, which is indicative of the extent to which community involvement was incorporated into the development of the Consolidated Plan.



Regular City Council Meeting

7. 2.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 2908 Parkway Drive, a Tobacco Road store requesting an off-premise alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amends Section 18-11, Alcoholic beverages - Sale near church, school or hospital, in Chapter 18, Offenses - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses that obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As a part of the ordinance, the City Council adopted a standard that prohibits any business that is within 300 feet of any church, public or private school, day care, or public hospital, measured from property lines of each tract, from being issued a permit by the TABC. The City Council may consider a variance to the 300-foot rule as set forth in the Texas Alcoholic Beverage Code.

The applicant requests a variance for the Tobacco Road store for an off-premises alcoholic beverage permit at 2908 Parkway Drive, which is approximately 287 feet from Bozeman Elementary school located at 3101 East 2nd Street and 293 feet from Eula's Daycare located at 2915 Parkway Drive.

The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process):

The enforcement of the regulation in a particular instance is not in the best interest of the public.

The regulation constitutes waste or inefficient use of land or other resources.

The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary.

The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Superintendent Dr. Berhl Robertson and Director Eula Cage have been notified by letter of the request by the Tobacco Road store.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - Variance

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-O0060 at the following location: **Tobacco Road, 2908 Parkway Drive**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Beer Retailer's Off-Premise [BF]**, a 2) **Wine Only Package Store [Q]**; and 3) a subsequent like use, if any, are in effect at the above-referenced location.

Passed by the City Council this _____ day of _____, 20__.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw/ccdocs/Chad/Resolutions/RES.Variance-Tobacco Road
July 9, 2014



CITY OF LUBBOCK
ZONING CERTIFICATE

DATE: 06/27/2014

Local Contact Name: ANTHONY CARTER Local Contact Telephone No.: 806-283-4720

Business Name: TOBACCO ROAD

Business Address: 2908 PARKWAY DR. KIVA Pin No.:

Legal Description of property:

ON PREMISE CONSUMPTION:

Primary business at this location (check one):

- Restaurant, Hotel/Arena/Civic Center, Dance Hall, Night Club/Bar/Lounge, Sports Grill, Sexually Oriented Business, Other (describe)

Permits Requested (check all that apply):

- Mixed Beverage (MB), Mixed Beverage Late Hours (LB), Mixed Bev. Restaurant w/ Food & Beverage (RM), Food & Beverage Cert. (FB), Beverage Cartage (PE), Private Club Beer & Wine (NB), Private Club Late Hours (NL), Catering (CB), Private Club (N), Other (describe)

OFF PREMISE CONSUMPTION:

Primary business at this location (check one):

- Grocery/Convenience Store, Drug Store, Package Store, Other (describe)

Permits Requested (check all that apply):

- Beer Retailer's Off-Premise (BF), Package Store (P), Wine and Beer Retailer's Off-Premise (BQ), Wine Only Package Store (Q), Local Distributor (LP), Local Cartage (E), Local Cartage Transfer Permit (ET), Package Store Tasting (PS), Other (describe)

Property Owner's Name: ANTHONY CARTER

Property Owner's Address: 4707 29TH LUBB, TX 79410

Business Owner's Name: ANTHONY CARTER

Business Owner's Address: 4707 29TH LUBB, TX 79410

Applicant's Name: ANTHONY CARTER

Applicant's Address: 4707 29TH LUBB, TX 79410

Applicant's interest in Business/Authority to make application:

Gross Sq. Footage of Building sq. ft. Zoning Sales Tax No.

Parking: Parking Ratio Spaces Required Spaces Provided

Distance from: Church ft. School ft. Hospital ft. Day/Child Care ft.

For churches or public hospitals measurement is a minimum 300 ft measured from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

For private/public schools, day care centers and child care facilities measurement is a minimum 300 ft measured in a direct line from the nearest property line of the school, day/child care facility to the nearest property line of the place of business, and in a direct line across intersections.

No. of Game Machines Dance Floor Size Live Entertainment Yes No

Z.B.A. Variance Case No.

Case No.

COMMENTS

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Date 6-27-14 Applicant's Signature Anthony Carter

I hereby certify that inspections have been made by applicable City of Lubbock departments and to the best of my knowledge this request currently complies with all applicable zoning regulations of the City of Lubbock.



ATTN: Drew Paxton

While applying for a packaged beer and wine permit, the variance between the school and the daycare were not in compliance. We would like to visit with city council concerning this matter.

Anthony Carter

2908 Parkway Dr.

Lubbock, Tx. 79403



Off-Premise Prequalification Packet

L-OFF (09/2013)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell alcoholic beverages. This information will be used to obtain your prequalification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying. Please contact your local TABC office for more information.

LOCATION INFORMATION

1. Type of Off-Premise License/Permit

<input type="checkbox"/> BQ Wine and Beer Retailer's Off-Premise Permit	<input type="checkbox"/> LP Local Distributor's Permit
<input checked="" type="checkbox"/> BF Beer Retail Dealer's Off-Premise License	<input type="checkbox"/> E Local Cartage Permit
<input type="checkbox"/> P Package Store Permit	<input type="checkbox"/> ET Local Cartage Transfer Permit
<input checked="" type="checkbox"/> Q Wine Only Package Store Permit	<input type="checkbox"/> PS Package Store Tasting Permit

2. Indicate Primary Business at this Location

<input type="checkbox"/> Grocery/Market	<input checked="" type="checkbox"/> Convenience Store without Gas
<input type="checkbox"/> Liquor Store	<input type="checkbox"/> Miscellaneous _____
<input type="checkbox"/> Convenience Store with Gas	

3. Trade Name of Location
TOBACCO ROAD

4. Location Address
2908 PARKWAY DR

City LUBBOCK	County LUBBOCK	State TX	Zip Code 79403
-----------------	-------------------	-------------	-------------------

5. Mailing Address
3311 81ST

City LUBBOCK	State TX	Zip Code 79403
-----------------	-------------	-------------------

6. Business Phone No. (806) 722-0350 Alternate Phone No. (806) 283-4720 E-mail Address ACARTER222@GMAIL.COM

OWNER INFORMATION

7. Type of Owner

<input type="checkbox"/> Individual	<input checked="" type="checkbox"/> Corporation	<input type="checkbox"/> City/County/University
<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Other _____
<input type="checkbox"/> Limited Partnership	<input type="checkbox"/> Joint Venture	
<input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Trust	

8. Entity/Applicant

9. If Applicant Is/Must Be Listed Below (attach L-OIC if additional space is needed).

Individual/Individual Owner	Limited Liability Company/All Officers or Managers
Partnership/All Partners	Joint Venture/Venturers
Limited Partnership/All General Partners	Trust/Trustee(s)
Corporation/All Officers	City, County, University/Official

Last Name CARTER	First Name ANTHONY	MI D	Title PRESIDENT
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title

MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? Yes No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

11. Will your business be located within 300 feet of any private/public school? Yes No

NOTE: For private/public schools measure in a direct line from the nearest property line of the school to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

12. Will your business be located within 1,000 feet of a private school? Yes No

13. Will your business be located within 1,000 feet of a public school? Yes No

ALL APPLICANTS

14. CHECK HERE IF NOT IN CITY LIMITS

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Is/Must Sign

Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/ Officer or Manager
Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "...a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME _____ SIGN HERE _____
 TITLE _____

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE _____
 NOTARY PUBLIC

SEAL

CERTIFICATE OF CITY SECRETARY (FOR P, Q, BF & BQ)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN HERE _____ City Secretary/Clerk _____ City _____, TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR P, Q & BF)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN
HERE _____ COUNTY

County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK (FOR BQ)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought as the place of business is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine and Beer Retailer's Off-Premise Permit.

Most current election for given location was held for:

- legal sale of all alcoholic beverages for off-premise consumption
- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of mixed beverages
- legal sale of mixed beverages in restaurants by food and beverage certificate holders
- legal sale of wine on the premises of a holder of a winery permit
- legal sale of beer/wine (17%) on-premise or beer/wine off-premise **AFTER** Sept. 1, 1999
- legal sale of beer/wine (14%) on-premise or beer/wine off-premise **BEFORE** Sept. 1, 1999

SIGN
HERE _____ COUNTY

County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

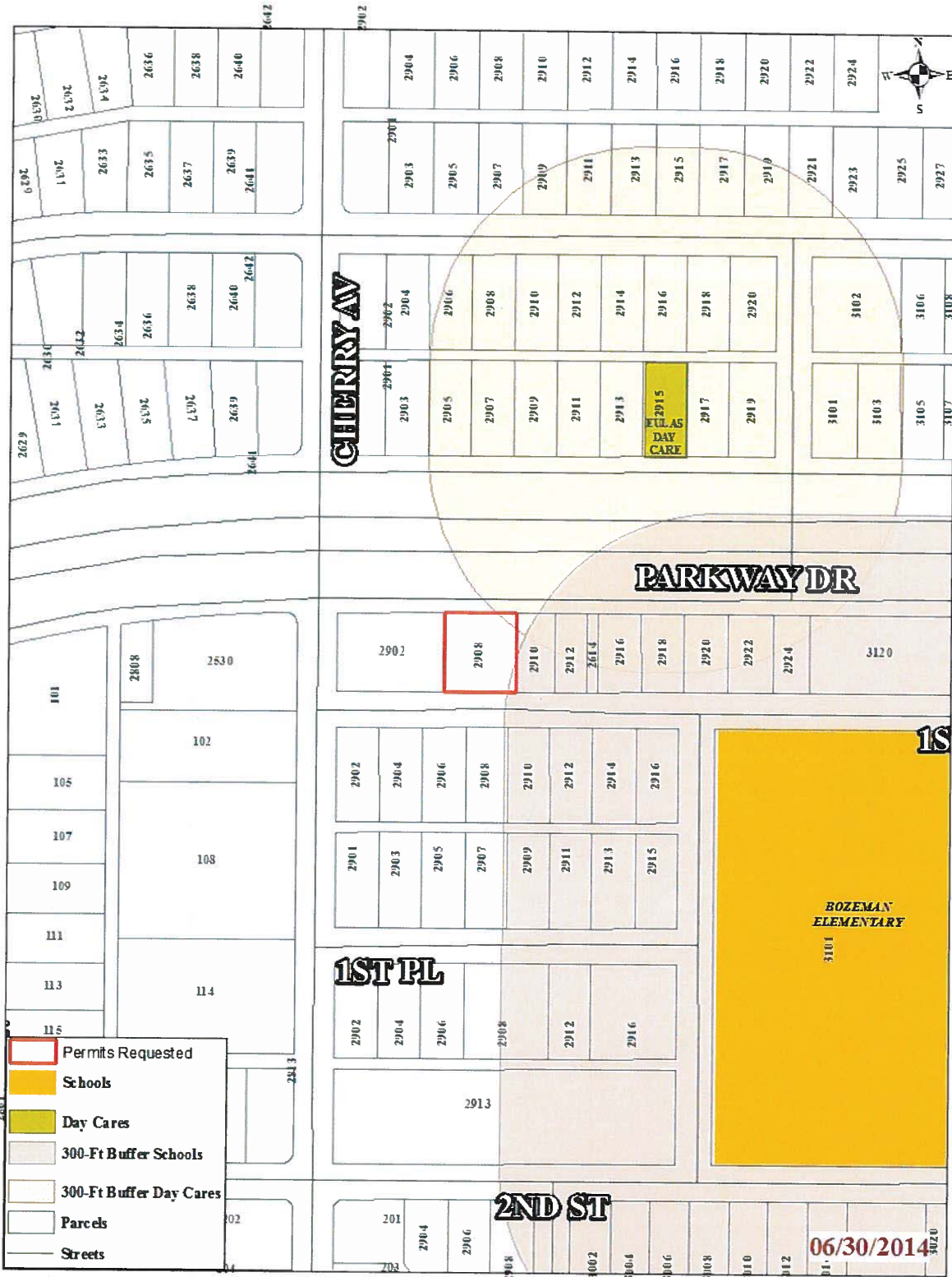
Print Title of Comptroller Employee _____

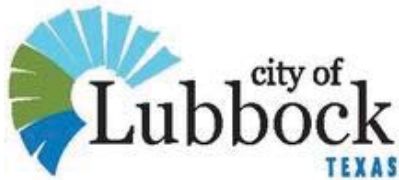
SIGN
HERE _____ FIELD OFFICE _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR BQ, BF, P & Q)

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
SEAL		





Regular City Council Meeting

7.3.

Meeting Date: 07/24/2014

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Memorandum of Understanding by and between the City of Lubbock, Texas, the Electric Utility Board of the City of Lubbock, Texas and the West Texas Municipal Power Agency setting forth a timeline and procedure for the Request for Proposal process for 2019 electrical generation resources.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - MOU

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Understanding, by and between the City of Lubbock, Electric Utility Board (EUB) and the West Texas Municipal Power Agency (WTMPA), and related documents. Said Memorandum of Understanding is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



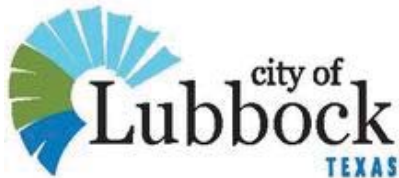
James W. Loomis, City Manager

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw:ccdcs/RES.MOU-WTMPA
July 15, 2014



Regular City Council Meeting

7. 4.

Meeting Date: 07/24/2014

Information

Agenda Item

Board Appointment - City Secretary: Consider one appointment to the South Plains Association of Governments (SPAG) Board of Directors.

Item Summary

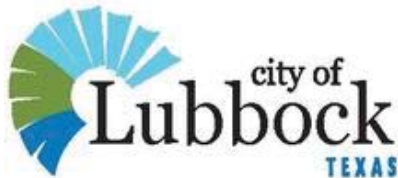
SPAG was created to maintain and improve the quality of life for all people in the region by promoting the orderly development of the total regional environment: economic, social, and physical. The City is entitled to five positions on the SPAG Board of Directors. Currently these positions are represented by Council Members Victor Hernandez, Floyd Price, Jim Gerlt, Karen Gibson, and former Council Member Todd Klein. Mr. Klein's position is the one under consideration.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary



Regular City Council Meeting

7.5.

Meeting Date: 07/24/2014

Information

Agenda Item

Board Appointment - City Secretary: Consider one appointment to the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization (LMPO).

Item Summary

The LMPO, is a federally mandated organization developed to coordinate the highway, transit, and land use planning process in order to receive federal funds for highway and transit improvements. The LMPO is the organization that brings together the following agencies to make continuing, cooperative, and comprehensive transportation decisions:

- Citibus
- City of Lubbock (represented by Mayor Glen C. Robertson, Former Council Member Todd Klein, Council Member Karen Gibson, and City Manager James Loomis; Mr. Klein's position is the one under consideration).
- City of Wolfforth
- Lubbock County
- Texas Department of Transportation

The LMPO is comprised of a Transportation Policy Committee (TPC), Transportation Advisory Committee (TAC), Transportation Planning Director, MPO Staff and a Fiscal Agent.

Transportation Policy Committee

The Transportation Policy Committee is the decision making body of the LMPO. The Transportation Policy Committee may consider creation of other committees and sub-committees for a special purpose or to ensure adequate pro-active public participation in the transportation planning process.

Transportation Advisory Committee

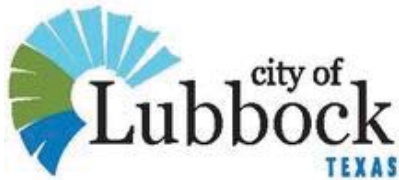
The Transportation Advisory Committee is responsible for providing technical support for the Transportation Policy Committee.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary



Regular City Council Meeting

7. 6.

Meeting Date: 07/24/2014

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Audit & Investment Committee, eight appointments to the Building Board of Appeals, three appointments to the Civic Lubbock, Inc. Board of Directors, five appointments to the Lubbock Water Advisory Commission, and three appointments to the StarCare Board of Trustees.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Regular Session - Board Appointments

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

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	AUDIT & INVESTMENT COMMITTEE	McMAHON, KEVIN	06.01.15	N/A	CPA	DECLINED/REPLACE	N/A
2	CIVIC LUBBOCK INC. BOARD OF DIRECTORS	BASS, MARK	08.01.14	N/A		REAPPOINT	Y
		GUTIERREZ, RAFAEL	08.01.14	91%		REAPPOINT	Y
		MASSENGALE, STEPHANIE	08.01.14	100%		REAPPOINT	Y
3	LUBBOCK WATER ADVISORY COMMISSION	BRADY, ZACHARY	08.01.14		BRAZOS RIVER AUTHORITY	REAPPOINT	Y
		CONKWRIGHT, JIM	08.01.14	N/A	HIGH PLAINS UNDERGROUND WATER DISTRICT	REPLACE	N/A
		MAUNDER, BRUCE	08.01.14		AT-LARGE	REAPPOINT	Y
		RAINWATER, KEN	08.01.14		LLANO ESTACADO	REAPPOINT	Y
		TREJO, MAGGIE	08.01.14		AT-LARGE	REAPPOINT	Y

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/04/2010	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
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
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
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
07/01/2003	Merritt	Earnest	Male	African-American		Youth Director	Texas Workforce Center	4
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
10/26/2010	Peel	James	Male	Anglo	30-39	Pastor	First Christian Church	4
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
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
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
02/20/2004	Warren	Steven	Male	Anglo	50-59	Engineer	(806) 748-4490	1
10/01/2007	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	8067982299	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
01/27/2011	Wilkes	Morris	Male	Anglo				
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woodward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

AUDIT & INVESTMENT COMMITTEE

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	60.0% (3)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	20.0% (1)
Other	3.7%	4.0%	4.3%	20.0% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	60.0% (3)
Female	51.5%	53.0%	26.2%	40.0% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	20.0% (1)
District 3	16.3%	16.1%	13.6%	20.0% (1)
District 4	17.0%	17.0%	18.8%	0.0% (0)
District 5	16.7%	19.4%	29.0%	40.0% (2)
District 6	17.2%	19.9%	19.5%	20.0% (1)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Advisory committee to advise City Council in fulfilling its oversight responsibilities by assessing and making recommendations regarding the City’s financial and performance audits, including the systems of internal control and the audit processes, findings, and recommendations.

QUALIFICATIONS: One member is selected by the Electric Utility Board; two members shall have a background in financial reporting, accounting, or auditing; and one member shall be a certified public accountant.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
McMahon, Kevin (M,A,5)	N/A	N/A	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Kevin McMahon:
Terisa Clark (F,A,5) Trinity Church

City of Lubbock
Board and Commission Recruiting Database

Updated: 6/17/2014

Audit Committee

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
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First Preference

09/25/2012	Clark	Terisa	F	A	30-39	Accounting/CPA	Trinity Church	5
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Second Preference

Third Preference

02/01/2008	Kitten	Randy	M	A	40-49	Banker	City Bank	5
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Fourth Preference

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Peoples Bank	<i>Curr:</i> 06/01/2012-06/01/2014	Y
Member	Y	6010 76th St	5820 82nd St	<i>2nd:</i> 08/26/2010-06/01/2012	
Allen		Lubbock, TX 79424	Lubbock, TX 79424	<i>Ist:</i>	
Mr. Larry					
<i>Email:</i>	Y	8067983366	8067762000	<i>Fax:</i> 8067712268	
lallen@peoplesbanktexas.com			lallen@peoplesbanktexas.com		
Member			Blake Cooper Financial	<i>Curr:</i> 06/01/2013-06/01/2015	Y
EUB Rep.	Y	3315 21st Street	1001 Main Street, Ste. 802	<i>2nd:</i>	
Blake		Lubbock, TX 79410	Lubbock, TX 79401	<i>Ist:</i>	
Mrs. Suzanne					
<i>Email:</i>	Y	8067927317	8067445511	<i>Fax:</i> 8067445510	
sblake@blakecooperfinancial.com	Y	8067900122	sblake@blakecooperfinancial.com		
Member				<i>Curr:</i> 06/01/2013-06/01/2015	Y
Member	Y	1701 East 26th Street		<i>2nd:</i> 06/01/2011-06/01/2013	
Givens		Lubbock, TX 79411		<i>Ist:</i> 06/01/2009-06/01/2011	
Mr. R.J.					
<i>Email:</i>	Y	8067622967	8067638430	<i>Fax:</i>	
givreal@aol.com	Y	8067780824	givreal@aol.com		
Member				<i>Curr:</i> 06/01/2014-06/01/2016	Y
CPA	N	4011 88th Place		<i>2nd:</i>	
McMahon		Lubbock, TX 79423		<i>Ist:</i>	
Mr. Kevin					
<i>Email:</i>	N	8067942866	8067950470	<i>Fax:</i>	
kmcmahon@lubbockcpa.com			kmcmahon@lubbockcpa.com		
Member			Lone Star State Bank	<i>Curr:</i> 06/01/2013-06/01/2015	Y
Member	Y	1416 Monticello Ave	6220 Milwaukee Ave.	<i>2nd:</i> 06/01/2011-06/01/2013	
Roberts		Lubbock, TX 79416	Lubbock, TX 79424	<i>Ist:</i> 02/24/2011-06/01/2011	
Ms. Melisa					
<i>Email:</i>	Y	8067896188	8067717717	<i>Fax:</i>	
mroberts@lonestartwtx.com			mroberts@lonestartwtx.com		

CIVIC LUBBOCK, INC.
BOARD OF DIRECTORS

	<u>Lubbock</u> <u>Population</u>	<u>Lubbock</u> <u>Adult</u> <u>Population</u>	<u>All</u> <u>City</u> <u>Boards</u>	<u>This</u> <u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	81.8% (9)
Hispanic	32.6%	27.6%	9.6%	18.2% (2)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	72.7% (8)
Female	51.5%	53.0%	26.2%	27.3% (3)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	18.2% (2)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	18.2% (2)
District 4	17.0%	17.0%	18.8%	36.4% (4)
District 5	16.7%	19.4%	29.0%	18.2% (2)
District 6	17.2%	19.9%	19.5%	9.1% (1)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

To provide general direction of Civic Lubbock, Inc., a non-profit corporation, with authority to make decisions pursuant to the activities of the corporation; activities of the corporation include the fostering and promotion of cultural, educational and entertainment activities at the Lubbock Memorial Civic Center and Municipal Auditorium-Coliseum and managing the beverage concession operations in these facilities.

REQUIREMENT: Members shall be residents of the City of Lubbock.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Bass, Mark (M,A,3)	N/A	Y	Reappoint
Gutierrez, Rafael (M,H,1)	91%	Y	Reappoint
Massengale, Stephanie (F,A,4)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Mark Bass:

Ted Dotts (M,A,6)

Lauren Sullivan (F,A,2) TTUHSC School of Nursing

Boards & Commissions Admin Site

Application #: 1798	Entry Date: 2/17/2010	Active? <input checked="" type="checkbox"/>	Last Login Date: 11/1/2013	<< Application List										
Email: <input type="text" value="tbdotts@gmail.com"/>			Change Email											
Personal Information				Edit										
Name: Mr. Ted J. Dotts	Nick Name:	District: 6												
Address: 4002 16th Street Apt. 4203, Lubbock, TX 79416		Phone: 8062816413 (home)												
Demographic Information				Edit										
Registered Voter: YES	Resident of Lubbock: 35 year(s)													
Ethnic Background: Anglo	Gender: Male	Age: 60+												
Work Information				Edit										
Occupation:	Work Email: tbdotts@gmail.com	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										
<table border="1"> <thead> <tr> <th>Pref #</th> <th>Board</th> <th>Qualification</th> </tr> </thead> <tbody> <tr> <td colspan="3">No records to display.</td> </tr> </tbody> </table>					Pref #	Board	Qualification	No records to display.						
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										
<table border="1"> <thead> <tr> <th>Ref #</th> <th>First Name</th> <th>Last Name</th> <th>Daytime Phone</th> <th>Business Phone</th> </tr> </thead> <tbody> <tr> <td colspan="5">No records to display.</td> </tr> </tbody> </table>					Ref #	First Name	Last Name	Daytime Phone	Business Phone	No records to display.				
Ref #	First Name	Last Name	Daytime Phone	Business Phone										
No records to display.														
Agreement:														
<input checked="" type="checkbox"/> 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 Commission Recruiting Database**

Updated: 6/17/2014

Civic Lubbock Inc.

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
03/21/2013	Smith	Peter	M	A	30-39	Banker	Happy State Bank	4
Second Preference								
05/21/2014	Knowles	Renessa	F	A	40-49	Mortgage Banker	Peoples Bank	5
01/29/2014	Larson	Bradley	M	A	60+	Retired corporate finance executive		5
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
Third Preference								
02/19/2014	Bass	Totsey	M	AA	50-59	Case Manager	StarCare Specialty Health System	5
12/20/2013	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordinator	Texas Tech University	
11/05/2010	Watts	Ian	M	A	18-29	Co-Owner/Program Director	Stages of Recovery, Inc.	3
Fourth Preference								
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
Fifth Preference								
04/28/2014	Bloodworth	David	M	A	50-59	Commercial Real Estate	RE/MAX Lubbock	4
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Chair			Pennington, Bass & Associates	<i>Curr:</i> 08/26/2010-08/01/2014	Y
Citizen	N	3310 20th Street Lubbock, TX 79410	7818 Orlando Avenue Lubbock, TX 79423	<i>2nd:</i> 07/25/2006-08/01/2010	
Bass Mr. Mark				<i>Ist:</i>	
<i>Email:</i> mbass@penningtonbass.com	N	(806) 799-8134	Pennington, Ba mbass@penningtonbass.com	<i>Fax:</i> (806) 797-3103	
Member			Don Caldwell Productions	<i>Curr:</i> 08/01/2013-08/01/2017	N
Citizen	N	PO Box 2526 Lubbock, TX 79408	PO Box 2526 Lubbock, TX 79408	<i>2nd:</i>	
Caldwell Mr. Don				<i>Ist:</i>	
<i>Email:</i> doncaldprod@sbcglobal.net	N	(806) 828-4104	(806) 747-7047	<i>Fax:</i> (806) 747-5671	
	N	(806) 790-1011			
Member				<i>Curr:</i> 09/27/2010-08/01/2014	Y
Citizen	N	P.O. Box 5911 Lubbock, TX 79408		<i>2nd:</i>	
Gutierrez Mr. Rafael				<i>Ist:</i>	
<i>Email:</i>	N	7132057260		<i>Fax:</i>	
Vice Chair				<i>Curr:</i> 08/01/2013-08/01/2017	N
Citizen	Y	6914 Nashville Dr Lubbock, TX 79413		<i>2nd:</i> 08/01/2009-08/01/2013	
Haragan Dr. Donald				<i>Ist:</i> 12/13/2005-08/01/2009	
<i>Email:</i> don.haragan@ttu.edu	Y	8067993459	8067420031 don.haragan@ttu.edu	<i>Fax:</i> 8067421805	
Secretary/Treasurer			Lowell & Co., Inc.	<i>Curr:</i> 08/26/2010-08/01/2014	Y
Citizen	Y	3021 22nd St Lubbock, TX 79410	1500 Broadway #1208 Lubbock, TX 79401	<i>2nd:</i> 08/01/2006-08/01/2010	
Lowell Mr. William				<i>Ist:</i> 08/01/2003-08/01/2006	
<i>Email:</i>	Y	8067978687	8067472644	<i>Fax:</i> 8067472646	
Member			Advanced Graphix	<i>Curr:</i> 12/15/2010-08/01/2014	Y
Citizen	Y	4005 95th Street Lubbock, TX 79423	520 23rd Street Lubbock, TX 79404	<i>2nd:</i>	
Massengale Ms. Stephanie				<i>Ist:</i>	
<i>Email:</i> stephanie@advancedgraphix.net	N	8067980237	8067449998	<i>Fax:</i> 8067442888	
	Y	8064386644	stephanie@advancedgraphix.net		
Member				<i>Curr:</i> 08/01/2011-08/01/2015	N
Citizen	Y	4637 89th St Lubbock, TX 79424		<i>2nd:</i> 08/01/2007-08/01/2011	
Mitemeyer Ms. Mary Beth				<i>Ist:</i>	
<i>Email:</i> bmittemeyer@suddenlink.net	Y	8067944200		<i>Fax:</i>	
	Y	8069281372			
Member				<i>Curr:</i> 08/01/2011-08/01/2015	N
Citizen	N	3302 Grinnell Lubbock, TX 79415		<i>2nd:</i> 08/01/2007-08/01/2011	
Moreno Mr. Eddie				<i>Ist:</i>	
<i>Email:</i> e80moreno@yahoo.com	N	8067625654	8067482416	<i>Fax:</i>	
	N	8064381120			
Member				<i>Curr:</i> 08/01/2013-08/01/2017	Y
Citizen	Y	4611 18th St Lubbock, TX 79416		<i>2nd:</i>	
Prather Ms. Sammie				<i>Ist:</i>	

Confidential

Home

Business

*Reappt
Elig.*

Email:
scpeep@gmail.com

Y 8067954563

Fax:

Member			<i>Curr:</i> 09/08/2011-08/01/2015	Y
Citizen	N	4226 97th Place Lubbock, TX 79423	<i>2nd:</i>	
Price			<i>1st:</i>	
Mr. Phil				

Email: N 8067944288 8067635033 *Fax:*

Member			<i>Curr:</i> 08/01/2011-08/01/2015	Y
Citizen	N	3601 63rd Drive Lubbock, TX 79413	<i>2nd:</i>	
Traylor			<i>1st:</i>	
Dr. Idris				

Email: N 8067959823 *Fax:*

LUBBOCK WATER ADVISORY COMMISSION

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	88.9% (8)
Hispanic	32.6%	27.6%	9.6%	11.1% (1)
African-American	8.7%	7.4%	9.0%	0.0% (0)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	88.9% (8)
Female	51.5%	53.0%	26.2%	11.1% (1)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	11.1% (1)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	11.1% (1)
District 4	17.0%	17.0%	18.8%	33.3% (3)
District 5	16.7%	19.4%	29.0%	11.1% (1)
District 6	17.2%	19.9%	19.5%	22.2% (2)
Other/Unknown	0.0%	0.0%	4.3%	11.1% (1)

PURPOSE:

Advisory board assists the City Council in reviewing acquisition and utilization of water resources, conservation, reuse of water resources, operating budgets, facilities and infrastructure needs, regional water needs, water and wastewater rates and fees, long-range water and wastewater planning efforts, and other water and wastewater related matters as designated by the City Council.

REQUIREMENTS: The Commission will consist of nine members, who shall be comprised of: a present or former member of the board of directors of Brazos River Authority; a present or former member of the board of directors of Canadian River Municipal Water Authority; a present or former member of the board of directors of High Plains Underground Water Conservation District #1; a present or former member of the board of directors of Llano Estacado Regional Water Planning Group; and five members-at-large.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Brady, Zachary (M,A,3)	BRA		Y	Reappoint
Conkwright, Jim (M,A,5)	HPUWD	N/A	N/A	Resigned/Replace

LWAC APPOINTMENT INFORMATION (CONTINUED):

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Maunder, Bruce (M,A,6)	At-Large		Y	Reappoint
Rainwater, Ken (M,A,4)	Llano Estacado		Y	Reappoint
Trejo, Maggie (F,H,1)	At-Large		Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Zachary Brady, BRA; Bruce Maunder, At-Large; Ken Rainwater, Llano Estacado; Maggie Trejo, At-Large

To replace Jim Conkwright, High Plains Underground Water Conservation District:

Carmon McCain (M,A,4) High Plains Underground Water Conservation District

**City of Lubbock
Board and Commission Recruiting Database**

Updated: 6/17/2014

Lubbock Water Advisory Commission

<i>Date Updated</i>	<i>Last Name</i>	<i>First Name</i>	<i>Gender M/F</i>	<i>Ethnicity A,H,AA,O</i>	<i>Age</i>	<i>Occupation</i>	<i>Business</i>	<i>District</i>
First Preference								
11/09/2010	Burch	Douglas	M	A	40-49	Owner	Venture Communications	5
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
Second Preference								
11/13/1997	Bounds	Jack	M	A	60+	Investments	Jack Bounds Investments	2
05/13/2010	Bruegel	Jon	M	A	18-29			4
	McEachern	Patricia	F	A	60+			5
08/13/2013	Schmidt	Karla	F	A	50-59			5
01/17/2013	Whitlock	Mandy	F	H	30-39	Director of Sales	Embassy Suites	2
Third Preference								
09/21/2009	Cole	Ronald	M	A	18-29	Agent	Mass Mutual Financial Services	6
05/01/2006	Coulter	Murray	M	A	60+		Retired Educator	4
04/25/2012	Putnam	Russell	M	A	60+	Business Consultant	Southwest Financial Group	6
Fourth Preference								
02/19/2014	Bass	Totsey	M	AA	50-59	Case Manager	StarCare Specialty Health System	5
05/01/2006	Davis	Edwin	M	A	50-59	Civil Engineer	Parkhill, Smith & Cooper	5
12/15/2004	Hardman	Brittain	M	A	50-59	Agent	AFLAC	6
05/13/2008	Preston	Brent	M	A	18-29		1800JunkMax, RE Broker	4
11/09/2010	Wiggins	Gary	M	A	60+			3
Fifth Preference								
06/20/2012	Duncan	Lynne	F	A	50-59	Community Relations	Wentz Orthodontics	4
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Sixth Preference								

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member BRA Brady Mr. Zachary	Y	3223 23rd Street Lubbock, TX 79410	Brady & Hamilton LLP 1602 13th Street Lubbock, TX 79401	<i>Curr:</i> 08/01/2012-08/01/2014 <i>2nd:</i> 08/26/2010-08/01/2012 <i>Ist:</i> 09/01/2008-08/01/2010	Y
<i>Email:</i> zach@bhlawgroup.com	Y	8067851201	Brady & Hamilt zach@bhlawgroup.com	<i>Fax:</i> (806) 771-3750	
Chair CRMWA Collins Mr. James	Y	#2 Tuscan Villa Circle Lubbock, TX 79423	Perdue, Brandon.. 1204 Ave R, Ste 200 Lubbock, TX 79401	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i> 08/01/2009-08/01/2011	Y
<i>Email:</i> jcollins@pbfc.com	Y	8067893506	8067445091 jcollins@pbfc.com	<i>Fax:</i> 8067449953	
Member HPUWD Conkwright Mr. James	Y	3305 21st St Lubbock, TX 79410	High Plains Water Dist. 2930 Ave Q Lubbock, TX 79411	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2012-08/01/2014 <i>Ist:</i> 08/26/2010-08/01/2012	Y
<i>Email:</i> jim.conkwright@outlook.com	Y	8067818181		<i>Fax:</i>	
Member Citizen House Mr. Jay	N	3916 100th Street Lubbock, TX 79423	Happy State Bank 4402 19th Street Lubbock, TX 79407	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> jaychouse@att.net	N	8066986120	8067942265	<i>Fax:</i>	
	N	8064706163	jhouse@happybank.com		
Member Citizen Maunder Dr. A. Bruce	Y	4511 9th St Lubbock, TX 79416	National Sorghum Producers 4201 N. Interstate 27 Lubbock, TX 79403	<i>Curr:</i> 08/01/2012-08/01/2014 <i>2nd:</i> 08/01/2010-08/01/2012 <i>Ist:</i> 09/01/2008-08/01/2010	Y
<i>Email:</i> texasgreenbug@aol.com	Y	8067997018	8067493478 texasgreenbug@aol.com	<i>Fax:</i> 8067499002	
Member Citizen Phillips Mr. Ronald	Y	119 N Oakridge Lubbock, TX 79416	TTU-Ofc of the President PO Box 42005 Lubbock, TX 79409	<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i> 08/01/2009-08/01/2011	Y
<i>Email:</i> ronald.phillips@ttu.edu	Y	8067976008	8067422121 ronald.phillips@ttu.edu	<i>Fax:</i> 8067422138	
Member Llano Estacado Rainwater Dr. Ken	Y	3113 81st Street Lubbock, Texas 79423	Texas Tech University Box 41023 Lubbock, TX 79409	<i>Curr:</i> 08/01/2012-08/01/2014 <i>2nd:</i> <i>Ist:</i>	Y
<i>Email:</i> ken.rainwater@ttu.edu	Y	8067457943	8067423490	<i>Fax:</i> 8067423449	
	Y	8067893597	ken.rainwater@ttu.edu		
Vice Chair Sell Mr. George	N	4703 16th St Lubbock, TX 79416		<i>Curr:</i> 08/01/2013-08/01/2015 <i>2nd:</i> 08/01/2011-08/01/2013 <i>Ist:</i>	Y
<i>Email:</i> george.sell16@gmail.com	N	8067954668	8066741216 george.sell16@gmail.com	<i>Fax:</i>	
Member Citizen Trejo Mrs. Maggie	Y	3013 2nd Place Lubbock, TX 79415		<i>Curr:</i> 08/01/2012-08/01/2014 <i>2nd:</i> <i>Ist:</i>	Y

Confidential

Home

Business

*Reappt
Elig.*

Email:
chrbs@suddenlinkmail.com

Y **8067623243**

Fax:



City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. *Sterrett v. Bell*, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than \$100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced

procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to \$500	Using department	No quotes required	City Procurement Policy
\$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
\$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than \$50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to \$50,000	City Manager	Written proposals	GC §2254.003
More than \$50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to \$50,000	City Manager	Rotation list	GC §2254.004
More than \$50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to \$50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than \$50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to \$50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than \$50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to \$50,000	City Manager	Negotiated	LGC §252.048
More than \$50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than \$50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than \$50,000 and performance bonds for public works contracts more than \$100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then

a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than \$25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than \$100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

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- 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.