

City of Lubbock, Texas
Regular City Council Meeting
Thursday, January 22, 2015

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

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.3.

5:15 p.m. -- City Council reconvenes in open session to consider items 2.-6.6.

1. Executive Session

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

1. 1. 1. 1603 13th Street, Lubbock, Texas.

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

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

1. 3. 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 Permit & License Appeal Board (PLAB), the Urban Design & Historic Preservation Commission, and the Zoning Board of Adjustment.

2. Proclamations and Presentations

2. 1. Invocation by Reverend Paul Carpenter, First Christian Church

2. 2. Pledges of Allegiance

2. 3. **Board Recognitions:**
Building Board of Appeals:
Stan Fry

Electric Utility Board:
Jane Henry

Libraries Board:
Andrew Curtis

Urban Design & Historic Preservation Commission:
Cody Craig

3. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**

Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:

[Public Comments Sign-Up Form](#)

and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or

sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.

See the Supplemental Citizen Comment Agenda.

4. **Minutes**

4. 1. November 18, 2014 Special City Council Meeting (Electric Utility Board)
December 18, 2014 Regular City Council Meeting

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

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0001 Amendment 8 amending the FY 2014-15 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92393, Cell VI Final Expansion at Landfill 69; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0002 Amendment 9 amending the FY 2014-15 budget for municipal purposes respecting position control to reclassify six firefighter positions; providing for filing; and providing for a savings clause.

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 10 amending the FY 2014-15 budget for municipal purposes respecting the Airport Fund; providing for filing; and providing for a savings clause.

5. 4. **Resolution - Finance:** Consider a resolution to amend the intent to finance expenditures to be incurred on the Municipal Facilities Replacement and Renovation Projects approved by the City Council in the amended FY 2014-15 Budget and Capital Program and to reimburse itself from the proceeds of tax-exempt obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.
5. 5. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute contract 12069 with Collectech Diversified, Inc. for the financial collection services, RFP 15-12069-TS.
5. 6. **Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute Change Order 2 to contract 11556 with Red River Construction Company for Southeast Water Reclamation Plant Outfall Project.
5. 7. **Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute Change Order 1 to contract 11709 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.
5. 8. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0003 abandoning and closing a five foot wide public access easement located on Lot 989, Lakeridge Country Club Estates, 9100 Vicksburg Avenue, Lubbock, Texas.
5. 9. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 11852 with Demattei Wong Architecture, Inc. for consultant services for the consolidated rental car facility at Lubbock Preston Smith International Airport, RFQ 14-11852-TS.
5. 10. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute an Amendment to contract 11730 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.
5. 11. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 12174 a license agreement with the YWCA of Lubbock for use of open space in Leftwich Park.
5. 12. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 12173 an agreement with YWCA of Lubbock for shared parking in Leftwich Park.
5. 13. **Resolution - Health Services:** Consider a resolution authorizing and directing the Mayor to execute contract 12178 for and on behalf of the City of Lubbock, a Community Partnership Agreement with South Plains Community Action Association (SPCAA) Head Start (HS) and Early Head Start (EHS) program to encourage participation in the various head start activities provided by the SPCAA.
5. 14. **Resolution - Library Services:** Consider a resolution authorizing the Mayor to execute Interlocal Agreement contract 12172 with the Texas State Library and Archives Commission Edge Reimbursement program.
5. 15. **Resolution - Fire:** Consider a resolution authorizing the Mayor to execute a purchase order contract 10012902 with Daco Fire Safety Equipment for 101-foot aerial platform truck and a 78-foot ladder truck.

5. 16. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0004 for Zone Case 1917-F, a request of Cox/Dirks Architects, P.C., for Fleming Investments Properties, for a zoning change from C-4 Specific Use to C-4 limited to a hotel and all unconditionally permitted C-3 uses on West Wind Tract P, 307 Frankford Avenue.
5. 17. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0005 for Zone Case 3243, a request of Real Property Resources, Inc., for Betenbough Homes, for a zoning change from T to R-1 Specific Use on 169.745 acres of unplatted land out of Block AK, Section 23, southwest corner of 98th Street and Urbana Avenue.
5. 18. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0006 for Zone Case 3244, a request of Burl Masters, for South Upland Development, for a zoning change from T to GO on 3.739 acres of unplatted land out of Block AK, Section 19, south of 114th Street and east of Upland Avenue.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3047-O, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes with reduced rear setbacks on 5.85 acres of unplatted land out of Block E-2, Section 23, proposed Lots 156 through 173, Oakmont Estates Addition, north of 122nd Street, adjacent to Vicksburg Avenue, and consider an ordinance.
6. 2. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 2895-K, a request of West Texas Engineering, LLC, for Robert Grimes, and Condray Design for a zone change from GO to AM Specific Use on .979 acres of unplatted land out of Block AK, Section 28 and to amend the conditions of Ordinance #2013-O0004 on Tracts A, B, and C, Trails Garden Office Addition and 7.177 acres of unplatted land out of Block AK, Section 28, 8707, 8709, 8711, 8715, and 8721 Milwaukee Avenue, and consider an ordinance.
6. 3. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3246, a request of Vincent Huebinger, for Verizon Wireless, for a zoning change from R-1 to R-1 Specific Use for a 120-foot telecommunications tower on 0.1291 acres out of 7.687 acres of unplatted land out of Block A, Section 77, 902 East Erskine Street, and consider an ordinance.
6. 4. **Public Hearing 5:30 p.m. – Planning:** Consider a request for Zone Case 3247, a request of Vincent Huebinger, for Verizon Wireless, for a zoning change from T to R-1 Specific Use for a 155-foot telecommunications tower on 0.1291 acres out of 4.19 acres of unplatted land out of Block E-2, Section 21, 11410 University Avenue, and consider an ordinance.
6. 5. **Public Hearing 5:30 p.m. – Planning:** Consider an ordinance to annex a parcel approximately 107.53 acres out of Section 4, Block AK, Lubbock, Lubbock County, Texas, adjacent to the City limits north of 146th Street east of Quaker Avenue.
6. 6. **Board Appointments - City Secretary:** Consider two appointments to the Cultural Arts & Grants Review Standing Sub-Committee, one appointment to the Keep Lubbock Beautiful Advisory Committee, one appointment to the Permit & License Appeal Board, three appointments to the Urban Design & Historic Preservation Commission, and four appointments to the Zoning Board of Adjustment.





**BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, JANUARY 22, 2014 - EXECUTIVE SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	PERMIT & LICENSE APPEAL BOARD	INGRAM, BRIANNA	09.01.2016	N/A	REPLACE	N/A
		URBAN DESIGN & HISTORIC PRESERVATION					
*	2	COMMISSION	ELHERS, KATHERINE	02.01.2015	86%	REAPPOINT	Y
			SCHELLHASE, SCOTT	02.01.2015	57%	REAPPOINT/REPLACE	Y
			WHITE, SCOTT	02.01.2015	N/A	REPLACE	N/A
*	3	ZONING BOARD OF ADJUSTMENT	GOEBEL, PAUL	02.01.2015	100%	REAPPOINT	Y
			HARRIS, SHELIA	02.01.2015	67%	REAPPOINT	Y
			PATTON, GLENN	02.01.2015	N/A	REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
09/09/2014	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
09/14/2014	Brady	Zachary	Male	Anglo	40-49	Attorney	Brady & Hamilton, LLP	3
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
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
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
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	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	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
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
07/31/2014	Lansdell	Kendra	Female	Anglo	40-49	Self employed	The Copy Outlet / Miss Social Butterfly	6
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
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	
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
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
09/09/2014	Pitcock	Karen	Female	Anglo	40-49			4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
09/09/2014	Presley	Steven	Male	Anglo	50-59	Professor	Texas Tech University	6
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
04/23/2012	Strickland	Lynne	Female	Anglo	60+			6
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Warren	Steven	Male	Anglo	50-59	Engineer	Texas Dept. of Transportation	1
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
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

PERMIT AND LICENSE APPEAL BOARD

	<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%	71.4% (5)
Hispanic	32.6%	27.6%	9.6%	14.3% (1)
African-American	8.7%	7.4%	9.0%	14.3% (2)
Other	3.7%	4.0%	4.3%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	49.0%	73.8%	71.4% (5)
Female	51.5%	51.0%	26.2%	28.6% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	28.6% (2)
District 3	16.3%	16.1%	13.6%	14.3% (1)
District 4	17.0%	17.0%	18.8%	14.3% (1)
District 5	16.7%	19.4%	29.0%	28.6% (2)
District 6	17.3%	19.9%	19.5%	14.3% (1)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Advisory Board with Officer of City Status; hears appeals for permits and licenses that have been denied, suspended, or revoked by City officials. Pertains to permits and licenses issued by the City in instances where no other board is specifically appointed to hear such appeals.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Ingram, Brianna (F,A,6)	Citizen	N/A	N/A	Declined/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

William McNamara (M,A,1) McNamara Law Firm

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

Updated: 1/9/2015

Permit and License Appeal Board

<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								
09/02/2010	Chambers	Tosha	F	AA	30-39			4
02/06/2006	Hill	Russell	M	A	30-39	Web Designer	Lubbock AJ	3
07/30/2007	Lunsford	Douglas	M	A		Marketing & Media	Lancer Productions	5
Second Preference								
08/05/2008	Adams	Charles	M	A	60+	Art Dealer	Charles Adams Gallery	1
06/18/2009	Brown-Meyers	Casey	M	A	40-49	Sales Manager	All Star Auto Glass	4
09/29/2010	Bryant	LeEarl	F	A	60+			1
08/28/2008	Clary	Sue	F	A	60+			5
	Gonzales	Armando	M	H	50-59			2
10/26/2009	Hail	Brian	M	A	30-39	Insurance Agent	Brian Hail State Farm	3
05/05/2009	Marberry	William	M	A	18-29	Realtor	Coldwell Banker	3
09/13/2014	McNamara	William	M	A	40-49	Attorney	McNamara Law Firm	1
05/19/2004	Pearson	Neale	M	A	60+	Professor	Semi-Retired Professor	3
Third Preference								
06/13/2013	Arnold	Peter	M	A	40-49	Owner	Arnold Enterprises of Lubbock	2
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
05/13/2010	Bruegel	Jon	M	A	18-29			4
08/01/2012	Chavez	Naomi	F	H	18-29	Intern	South Plains Association of Governments	2
04/14/2010	Davis	Jon	M	A	40-49	Accountant	Capital Farm Credit	3
07/06/2009	Melendez	Jill	F	A	18-29	Social Worker	Montford Psychiatric Prison	6
09/01/2006	Villalobos	Esteban	M	H		Tile Setter's apprentice	Custom Tiling	2
04/09/2010	Williams	Herbert	M	AA	40-49	Correctional Officer IV	TX Dept of Criminal Justice	2
Fourth Preference								
08/09/2011	Amor	Cherif	M	AI	50-59	Dept. Chair/Assoc. Prof.	Texas Tech	5
06/09/2009	Clark	Timothy	M	A	40-49	CADD Tech	Parkhill, Smith & Cooper	3
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fifth Preference								
05/08/2013	Lamb-Vines	Danna	F	A	50-59	Massage Therapist/ Personal Assistant	Blue Moon Massage	3
03/05/2008	Sosebee	Rick	M	A	50-59	Fire Protection Contractor	Koetter Fire Protection	3

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Chair				<i>Curr:</i> 09/01/2013-09/01/2015	Y
Law Enforcement	Y	1309 61st Street		<i>2nd:</i> 09/01/2011-09/01/2013	
Bates		Lubbock, TX 79412	,	<i>1st:</i>	
Mr. Bill					
<i>Email:</i>	N	(806) 763-8791		<i>Fax:</i>	
gittyupgo1@suddenlink.net	Y	(806) 548-0468			
Member			LISD	<i>Curr:</i> 09/01/2014-09/01/2016	Y
Citizen	Y	3209 28th St	1628 19th ST	<i>2nd:</i>	
Castro		Lubbock, TX 79410	Lubbock, TX 79401	<i>1st:</i>	
Mr. Joel					
<i>Email:</i>	Y	7134988659	8067661148	<i>Fax:</i> 8067661055	
joelcastro1@gmail.com	Y	7134988659	jcastro@lubbockisd.org		
Member			Ferguson Enterprises, Inc.	<i>Curr:</i> 09/01/2014-09/01/2016	Y
Citizen	N	7020 95th St.	6002 42nd St	<i>2nd:</i>	
Ingram		Lubbock, TX 79424	Lubbock, TX 79407	<i>1st:</i>	
Ms. Brianna					
<i>Email:</i>	Y	8067892832	8067843140	<i>Fax:</i> 8067880516	
brianna.ingram@ferguson.com			brianna.ingram@ferguson.com		
Member			TXDOT	<i>Curr:</i> 11/21/2013-09/01/2015	Y
Transportation	Y	1802 77th Street	135 Slaton Road	<i>2nd:</i>	
Peoples		Lubbock, TX 79423	Lubbock, TX 79404	<i>1st:</i>	
Mrs. Karen					
<i>Email:</i>	Y	8062396983	8067484478	<i>Fax:</i> 8067484381	
kpeople@windstream.net	Y	8062396983	karen.peoples@txdot.gov		
Member			Lubbock Surgical	<i>Curr:</i> 12/04/2014-09/01/2016	Y
Health Professional	N	4515 109th Street	Associates	<i>2nd:</i>	
Tinsley		Lubbock, TX 79424	3611 22nd Place	<i>1st:</i>	
Mr. Matt			Lubbock, TX 79410		
<i>Email:</i>	N	8067781317	Lubbock Surgic	<i>Fax:</i> (806) 771-2224	
matt.tinsley@sbcglobal.net			mtinsley@lubbocksurgical.com		
Member				<i>Curr:</i> 09/01/2014-09/01/2016	Y
Citizen	Y	605 N. Vale Avenue		<i>2nd:</i>	
Triplett		Lubbock, TX 79416	,	<i>1st:</i>	
Mr. Douglass					
<i>Email:</i>	Y	8067789673		<i>Fax:</i>	
dougtrip@hotmail.com	Y	8067789673			
Member			8067843140	<i>Curr:</i> 09/01/2013-09/01/2015	Y
Citizen	N	3013 110th Street	6002 42nd Street	<i>2nd:</i>	
Wooley		Lubbock, TX 79423	Lubbock, TX 79407	<i>1st:</i>	
Mr. Marcus					
<i>Email:</i>	N	(806) 548-0671	(806) 784-3140	<i>Fax:</i> (806) 788-0516	
marcus.wooley@ferguson.com	N	(806) 548-0671	marcus.wooley@ferguson.com		

URBAN DESIGN & HISTORIC PRESERVATION COMMISSION

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	90.9% (10)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	9.1% (1)
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%	27.3% (3)
District 2	16.4%	12.7%	4.6%	9.1% (1)
District 3	16.3%	16.1%	13.6%	9.1% (1)
District 4	17.0%	17.0%	18.8%	18.2% (2)
District 5	16.7%	19.4%	29.0%	27.3% (3)
District 6	17.2%	19.9%	19.5%	0.0% (0)
Other/Unknown	0.0%	0.0%	4.3%	9.1% (1)

PURPOSE:

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

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

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Elhers, Katherine (F,A,1)	Sociology/Anthro	86%	Y	Reappoint
Schellhase, Scott (M,A,5)	Architect	57%	Y	Reappoint/Replace
White, Scott (M,A,1)	Citizen	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Katherine Elhers

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS – CONTINUED:

To reappoint or replace Scott Schellhase:

To reappoint Scott Schellhase, or

To replace Scott Schellhase:

Abel Hernandez (M,H,6) Parkhill, Smith & Cooper, Inc.

To replace Scott White:

Melanie Clark (F,A,6) Texas Tech University

City of Lubbock
Board and Commission Recruiting Database

Updated: 12/30/2014

Urban Design/Historic Preservation 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

09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
09/09/2014	Clark	Melanie	F	A	30-39	Architecture Librarian	806-834-5377	6
12/05/2014	Hernandez	Abel	M	H	40-49	Project Architect	Parkhill, Smith & Copper, Inc.	6

Second Preference

Third Preference

Fourth Preference

12/15/2014	Poole	Stevie	F	A	18-29	Government and Community Relations Specialist	Lubbock Chamber of Commerce	5

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Charles Adams Gallery	<i>Curr:</i> 02/01/2014-02/01/2016	N
Citizen	Y	601 Avenue J	4210 82nd Street	<i>2nd:</i> 02/01/2012-02/01/2014	
Adams		Lubbock, TX 79401	Lubbock, TX 79423	<i>1st:</i> 02/01/2010-02/01/2012	
Mr. Charles					
<i>Email:</i>	Y	8062529939	8067881008	<i>Fax:</i>	
lubbart@yahoo.com			lubbart@yahoo.com		
Member			RE/MAX Lubbock	<i>Curr:</i> 10/23/2014-02/01/2016	Y
Citizen	N	3704 69th St	4703 S Loop 289	<i>2nd:</i>	
Bloodworth		Lubbock, TX 79413	Lubbock, TX 79424	<i>1st:</i>	
Mr. David					
<i>Email:</i>	N	(806) 632-3244	(806) 785-8309	<i>Fax:</i>	
dbloodworth@remaxlubbock.com	N	(806) 632-3244	dbloodworth@remaxlubbock.com		
Member				<i>Curr:</i> 02/01/2013-02/01/2015	Y
History / Political Science	Y	3 E. Brookhollow Drive		<i>2nd:</i> 02/01/2011-02/01/2013	
Carlson		Ransom Canyon, TX		<i>1st:</i>	
Mr. Paul		79366			
<i>Email:</i>	Y	8068292463		<i>Fax:</i>	
paul.carlson@ttu.edu					
Member			Museum of TTU	<i>Curr:</i> 08/22/2013-02/01/2015	Y
Sociology / Anthropologist	Y	1919 31st Street	Box 43191	<i>2nd:</i>	
Ehlers		Lubbock, TX 79411	Lubbock, TX 79409	<i>1st:</i>	
Ms. Katherine					
<i>Email:</i>	Y	8065438629	8067422479	<i>Fax:</i>	
katherine.j.bell@ttu.edu	Y	8065438629	katherine.j.bell@ttu.edu		
Member			Jane U. Henry Design	<i>Curr:</i> 02/01/2014-02/01/2016	Y
Planner	Y	5233 20th Street	5233 20th Street	<i>2nd:</i> 08/08/2012-02/01/2014	
Henry		Lubbock, TX 79407	Lubbock, Texas 79407	<i>1st:</i>	
Ms. Jane					
<i>Email:</i>	Y	(806) 780-1111	(806) 780-1111	<i>Fax:</i>	
juhenrydesign@gmail.com			juhenrydesign@gmail.com		
Member			Texas Tech Museum	<i>Curr:</i> 02/01/2014-02/01/2016	Y
Archeologist/Palentologist	Y	5020-D Kenosha Ave	3301 4th Street	<i>2nd:</i> 04/26/2012-02/01/2014	
Mueller		Lubbock, TX 79413	Lubbock, TX 79415	<i>1st:</i>	
Mr. Bill					
<i>Email:</i>	Y	(806) 787-9551	8067422442	<i>Fax:</i> 8067421136	
mueller.bd@gmail.com	Y	(806) 787-9551	bill.mueller@ttu.edu		
Member			Paul Nash & Associates, Inc.	<i>Curr:</i> 02/27/2014-02/01/2016	Y
Landscape Architect	Y	3208 27th St	12108 Slide Road	<i>2nd:</i> 09/14/1995-09/14/1997	
Nash		Lubbock, TX 79410	Lubbock, TX 79424	<i>1st:</i> 10/14/1993-09/14/1995	
Mr. Paul					
<i>Email:</i>	Y	(806) 799-8794	8067930047	<i>Fax:</i>	
nash@door.net	N	(806) 543-7733			
Member				<i>Curr:</i> 02/01/2014-02/01/2016	Y
Citizen	Y	2113 E. 29th Street		<i>2nd:</i> 03/09/2012-02/01/2014	
Nathan		Lubbock, TX 79404		<i>1st:</i>	
Ms. Jeanette					
<i>Email:</i>	Y	8067825660		<i>Fax:</i>	
jxnath1142@yahoo.com			jxnath1142@yahoo.com		
Member			David Rogers Homes,	<i>Curr:</i> 02/01/2014-02/01/2016	Y
Builder	Y	6205 109th Street	Texas Odyssey Homes,	<i>2nd:</i>	
Rogers	Jr.	Lubbock, TX 79424	Penland R	<i>1st:</i>	
Mr. James			7705 LaSalle Ave.		
			Lubbock, TX 79424		

		<i>Confidential</i>	<u>Home</u>	<u>Business</u>			<i>Reappt Elig.</i>
<i>Email:</i> davidjr@davidrogershomes.com		Y	(806) 773-1290		<i>Fax:</i>	(806) 748-0931	
				davidjr@davidrogershomes.com			
Member				SLS Partnership	<i>Curr:</i>	02/01/2013-02/01/2015	Y
Architect		N	9605 Utica Dr	4416 74th Street, Ste. 86	<i>2nd:</i>		
Schellhase			Lubbock, TX 79424	Lubbock, TX 79424	<i>1st:</i>		
Mr. Scott							
<i>Email:</i>		N	8067987669	8067944726	<i>Fax:</i>	8067944667	
		N	8065357570				
Chair				National Ranching	<i>Curr:</i>	02/01/2013-02/01/2015	N
Citizen		Y	2614 Ridge Road	Heritage Center	<i>2nd:</i>	02/01/2011-02/01/2013	
White			Lubbock, TX 79403	3121 4th Street	<i>1st:</i>	02/12/2009-02/01/2011	
Mr. Scott				Lubbock, TX 79409			
<i>Email:</i> dabwhite@suddenlink.net		Y	8067410405	8067420498	<i>Fax:</i>	8067420616	

ZONING BOARD OF ADJUSTMENT

	<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%	77.8% (7)
Hispanic	32.6%	27.6%	9.6%	11.1% (1)
African-American	8.7%	7.4%	9.0%	11.1% (1)
Other	3.7%	4.0%	4.3%	0.0% (0)

GENDER

Male	48.5%	49.0%	73.8%	66.7% (6)
Female	51.5%	51.0%	26.2%	33.3% (3)

GEOGRAPHIC DISTRIBUTION

District 1	16.1%	14.9%	10.2%	11.1% (1)
District 2	16.4%	12.7%	4.6%	11.1% (1)
District 3	16.3%	16.1%	13.6%	33.3% (3)
District 4	17.0%	17.0%	18.8%	11.1% (1)
District 5	16.7%	19.4%	29.0%	11.1% (1)
District 6	17.3%	19.9%	19.5%	22.2% (2)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

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

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Goebel, Paul (M,A,3)	Alternate	100%	Y	Reappoint
Harris, Shelia (F,AA,1)	Alternate	67%	Y	Reappoint
Patton, Glenn (M,A,3)	Member	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Paul Goebel and Shelia Harris

To replace Glen Patton:

Promote Joe McKay to Member

To replace Joe McKay, Alternate:

Bill Young (M,A,5) Westar Commercial Realty, LLC.

City of Lubbock
Board and Commission Recruiting Database

Updated: 1/9/2015

Urban Design/Historic Preservation 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

09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
09/09/2014	Clark	Melanie	F	A	30-39	Architecture Librarian	806-834-5377	6
01/07/2015	Hernandez	Abel	M	H	40-49	Project Architect	Parkhill, Smith & Copper, Inc.	6

Second Preference

Third Preference

Fourth Preference

12/15/2014	Poole	Stevie	F	A	18-29	Government and Community Relations Specialist	Lubbock Chamber of Commerce	5

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			Charles Adams Gallery	<i>Curr:</i> 02/01/2014-02/01/2016	N
Citizen	Y	601 Avenue J	4210 82nd Street	<i>2nd:</i> 02/01/2012-02/01/2014	
Adams		Lubbock, TX 79401	Lubbock, TX 79423	<i>1st:</i> 02/01/2010-02/01/2012	
Mr. Charles					
<i>Email:</i>	Y	8062529939	8067881008	<i>Fax:</i>	
lubbart@yahoo.com			lubbart@yahoo.com		
Member			RE/MAX Lubbock	<i>Curr:</i> 10/23/2014-02/01/2016	Y
Citizen	N	3704 69th St	4703 S Loop 289	<i>2nd:</i>	
Bloodworth		Lubbock, TX 79413	Lubbock, TX 79424	<i>1st:</i>	
Mr. David					
<i>Email:</i>	N	(806) 632-3244	(806) 785-8309	<i>Fax:</i>	
dbloodworth@remaxlubbock.com	N	(806) 632-3244	dbloodworth@remaxlubbock.com		
Member				<i>Curr:</i> 02/01/2013-02/01/2015	Y
History / Political Science	Y	3 E. Brookhollow Drive		<i>2nd:</i> 02/01/2011-02/01/2013	
Carlson		Ransom Canyon, TX		<i>1st:</i>	
Mr. Paul		79366			
<i>Email:</i>	Y	8068292463		<i>Fax:</i>	
paul.carlson@ttu.edu					
Member			Museum of TTU	<i>Curr:</i> 08/22/2013-02/01/2015	Y
Sociology / Anthropologist	Y	1919 31st Street	Box 43191	<i>2nd:</i>	
Ehlers		Lubbock, TX 79411	Lubbock, TX 79409	<i>1st:</i>	
Ms. Katherine					
<i>Email:</i>	Y	8065438629	8067422479	<i>Fax:</i>	
katherine.j.bell@ttu.edu	Y	8065438629	katherine.j.bell@ttu.edu		
Member			Jane U. Henry Design	<i>Curr:</i> 02/01/2014-02/01/2016	Y
Planner	Y	5233 20th Street	5233 20th Street	<i>2nd:</i> 08/08/2012-02/01/2014	
Henry		Lubbock, TX 79407	Lubbock, Texas 79407	<i>1st:</i>	
Ms. Jane					
<i>Email:</i>	Y	(806) 780-1111	(806) 780-1111	<i>Fax:</i>	
juhenrydesign@gmail.com			juhenrydesign@gmail.com		
Member			Texas Tech Museum	<i>Curr:</i> 02/01/2014-02/01/2016	Y
Archeologist/Palentologist	Y	5020-D Kenosha Ave	3301 4th Street	<i>2nd:</i> 04/26/2012-02/01/2014	
Mueller		Lubbock, TX 79413	Lubbock, TX 79415	<i>1st:</i>	
Mr. Bill					
<i>Email:</i>	Y	(806) 787-9551	8067422442	<i>Fax:</i> 8067421136	
mueller.bd@gmail.com	Y	(806) 787-9551	bill.mueller@ttu.edu		
Member			Paul Nash & Associates, Inc.	<i>Curr:</i> 02/27/2014-02/01/2016	Y
Landscape Architect	Y	3208 27th St	12108 Slide Road	<i>2nd:</i> 09/14/1995-09/14/1997	
Nash		Lubbock, TX 79410	Lubbock, TX 79424	<i>1st:</i> 10/14/1993-09/14/1995	
Mr. Paul					
<i>Email:</i>	Y	(806) 799-8794	8067930047	<i>Fax:</i>	
nash@door.net	N	(806) 543-7733			
Member				<i>Curr:</i> 02/01/2014-02/01/2016	Y
Citizen	Y	2113 E. 29th Street		<i>2nd:</i> 03/09/2012-02/01/2014	
Nathan		Lubbock, TX 79404		<i>1st:</i>	
Ms. Jeanette					
<i>Email:</i>	Y	8067825660		<i>Fax:</i>	
jxnath1142@yahoo.com			jxnath1142@yahoo.com		
Member			David Rogers Homes,	<i>Curr:</i> 02/01/2014-02/01/2016	Y
Builder	Y	6205 109th Street	Texas Odyssey Homes,	<i>2nd:</i>	
Rogers	Jr.	Lubbock, TX 79424	Penland R	<i>1st:</i>	
Mr. James			7705 LaSalle Ave.		
			Lubbock, TX 79424		

Confidential

Home

Business

*Reappt
Elig.*

Email: Y (806) 773-1290
davidjr@davidrogershomes.com

Fax: (806) 748-0931

davidjr@davidrogershomes.com

Member			<i>Curr:</i>	02/01/2013-02/01/2015	Y
Architect		SLS Partnership	<i>2nd:</i>		
Schellhase	N	9605 Utica Dr	<i>1st:</i>		
Mr. Scott		Lubbock, TX 79424			

Email: N 8067987669
N 8065357570

8067944726

Fax: 8067944667

Chair			<i>Curr:</i>	02/01/2013-02/01/2015	N
Citizen		National Ranching	<i>2nd:</i>	02/01/2011-02/01/2013	
White	Y	2614 Ridge Road	<i>1st:</i>	02/12/2009-02/01/2011	
Mr. Scott		Lubbock, TX 79403			

Email: Y 8067410405
dabwhite@suddenlink.net

8067420498

Fax: 8067420616

ZONING BOARD OF ADJUSTMENT

	<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%	77.8% (7)
Hispanic	32.6%	27.6%	9.6%	11.1% (1)
African-American	8.7%	7.4%	9.0%	11.1% (1)
Other	3.7%	4.0%	4.3%	0.0% (0)

GENDER

Male	48.5%	49.0%	73.8%	66.7% (6)
Female	51.5%	51.0%	26.2%	33.3% (3)

GEOGRAPHIC DISTRIBUTION

District 1	16.1%	14.9%	10.2%	11.1% (1)
District 2	16.4%	12.7%	4.6%	11.1% (1)
District 3	16.3%	16.1%	13.6%	33.3% (3)
District 4	17.0%	17.0%	18.8%	11.1% (1)
District 5	16.7%	19.4%	29.0%	11.1% (1)
District 6	17.3%	19.9%	19.5%	22.2% (2)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

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

QUALIFICATIONS: None

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Goebel, Paul (M,A,3)	Alternate	100%	Y	Reappoint
Harris, Shelia (F,AA,1)	Alternate	67%	Y	Reappoint
Patton, Glenn (M,A,3)	Member	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Paul Goebel and Shelia Harris

To replace Glen Patton:

Promote Joe McKay to Member

To replace Joe McKay, Alternate:

Bill Young (M,A,5) Westar Commercial Realty, LLC.

City of Lubbock
Board and Commission Recruiting Database

Updated: 12/30/2014

Zoning Board of Adjustment

<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								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
03/04/2014	Sanchez	David	M	H	30-39	Banker - Commercial Lender	Lone Star State Bank	7
11/19/2014	Young	Bill	M	A	60+	Real Estate Broker	Westar Commercial Realty, LLC	5
Second Preference								
06/11/2012	Scott	Gretchen	F	A	60+			4
Third Preference								
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
Fourth Preference								
09/09/2014	Gloyna	Edwin	M	A	50-59	Self Employed	(806) 687-6887	6
Fifth Preference								
Sixth Preference								
09/09/2014	Scarborough	Alex	M	A	50-59	Landscape Architect	Tom's Tree Place	5

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member				<i>Curr:</i> 02/01/2014-02/01/2016	Y
Member	Y	2401 E. 28th St		<i>2nd:</i> 02/01/2012-02/01/2014	
Caviel		Lubbock, TX 79404		<i>1st:</i> 05/10/2011-02/01/2012	
Ms. Billie Jean					
<i>Email:</i>	Y	8067628065		<i>Fax:</i>	
billiej23@suddenlink.net			billiej23@suddenlink.net		
Member			Texas Tech University	<i>Curr:</i> 09/25/2014-02/01/2015	Y
Alternate	Y	2104 Vicksburg	Rawls College of	<i>2nd:</i>	
Goebel		Lubbock, Texas 79407	Business, 703 Flint Ave.	<i>1st:</i>	
Dr. Paul			Lubbock, Texas 79409		
<i>Email:</i>	Y	(806) 799-3132	(806) 834-4044	<i>Fax:</i> (806) 742-3197	
paul.goebel@ttu.edu	Y	(806) 790-7837	paul.goebel@ttu.edu		
Member				<i>Curr:</i> 08/28/2014-02/01/2015	Y
Alternate	N	2303 Birch Ave.	2025 North Alkron	<i>2nd:</i>	
Harris		Lubbock, Texas 79404	Lubbock, Texas 79404	<i>1st:</i>	
Mrs. Shelia					
<i>Email:</i>	N	(806) 687-5244	(806) 775-1853	<i>Fax:</i> (806) 775-1860	
spharris@co.lubbock.tx.us	N	(806) 474-9918	spharris@co.lubbock.tx.us		
Member				<i>Curr:</i> 02/01/2014-02/01/2016	Y
Member	Y	8213 Bourbon St		<i>2nd:</i> 02/01/2012-02/01/2014	
Jackson		Lubbock, TX 79424		<i>1st:</i> 06/23/2011-02/01/2012	
Ms. Lyn					
<i>Email:</i>	Y	8067981251	8067755138	<i>Fax:</i> 8067755075	
Member			JDMA, Architects	<i>Curr:</i> 03/27/2014-02/01/2016	Y
Alternate	Y	5115 2nd St, #12	1402 Ave N	<i>2nd:</i>	
McKay		Lubbock, TX 79416	Lubbock, TX 79401	<i>1st:</i>	
Mr. Joe					
<i>Email:</i>	Y	8067952620	8067444490	<i>Fax:</i> 8067444494	
jmckay1438@gmail.com	Y	8065353711	jmckay@jdmataxas.com		
Member				<i>Curr:</i> 02/27/2014-02/01/2016	Y
Member	Y	3302 41st Street		<i>2nd:</i> 02/01/2014-02/27/2014	
Naegele		Lubbock, TX 79413		<i>1st:</i> 02/01/2012-02/01/2014	
Mr. Douglas					
<i>Email:</i>	Y	8063689278		<i>Fax:</i>	
dougnaegele@mac.com	Y	5122965549			
Member			AT&T	<i>Curr:</i> 04/24/2014-02/01/2016	Y
Alternate	N	5745 Duke	2321 University	<i>2nd:</i>	
Olivarez		Lubbock, TX 79416	Lubbock, TX 79415	<i>1st:</i>	
Ms. Margarita					
<i>Email:</i>	N	8067913040	8067586083	<i>Fax:</i>	
olivtx@sbcglobal.net	N	8065432330	mo9272@att.com		
Member			American Wind Power	<i>Curr:</i> 02/01/2013-02/01/2015	N
Member	N	3707 23rd Street	Center	<i>2nd:</i> 02/01/2011-02/01/2013	
Patton		Lubbock, TX 79410	1701 Canyon Lake Drive	<i>1st:</i> 02/01/2010-02/01/2011	
Mr. Glenn			Lubbock, TX 79410		
<i>Email:</i>	N	8067992926	8067478734	<i>Fax:</i> 8067400668	
			glenn@windmill.com		
Member			ARMtech Insurance	<i>Curr:</i> 01/23/2014-02/01/2016	Y
Member	N	3908 105th Street	Services, Inc.	<i>2nd:</i>	
Vaughn		Lubbock, Texas 79423	7101 82nd Street	<i>1st:</i>	
Mr. Zane			Lubbock, Texas 79424		

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*Reappt
Elig.*

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**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
November 18, 2014
10:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 18th of November, 2014, at Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 10:00 a.m.

11:20 A.M. CITY COUNCIL CONVENED

Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas

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

Absent: Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price

Note: Mayor Pro Tem Jim Gerlt arrived at 11:20 a.m.

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

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

- *Executive Session; 4.1; 6.1-6.4; and Public Comment.*

1. EXECUTIVE SESSION: Jointly with West Texas Municipal Power Agency Board

The meeting convened in Executive Session at 11:20 a.m. under the provisions of Section 551, Texas Government Code. The meeting recessed at 11:25 a.m.

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

- 1. 1. 1.** Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).

1. 1. 2. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.

2. **EXECUTIVE SESSION**

The meeting reconvened in Executive Session at 12:25 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called into a public session at 12:55 p.m.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:
 2. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage.
 2. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
 2. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (Purchase Power Agreements).
2. 3. Hold an executive session in accordance with V.T.C.A. Government Code §551.074 to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (LP&L General Counsel).

3. **PROCLAMATIONS AND PRESENTATIONS**

3. 1. Presentation and special recognition of Emilio Abeyta, George Carpenter and Suzanne Blake for their dedication to Lubbock Power & Light and service on the Electric Utility Board of the City of Lubbock.

***This item was deleted.**

4. **MINUTES**

4. 1. Approval of the minutes of the Regular Electric Utility Board Meeting of October 21, 2014.

Motion by Jerry Bell, seconded by Don Boatman to approve the minutes of October 21, 2014.

Vote: 7 - 0 Motion carried by the Board

Other: James Tucker (ABSENT)

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

No one appeared to speak.

6. **REGULAR AGENDA**

6. 1. Update/report by the CEO/Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, LP&L staffing and performance.

David McCalla, Director of Electric Utilities/CEO for LP&L; and Andy Burcham, Chief Financial Officer for LP&L, gave comments and answered questions from the Board.

6. 2. Discuss financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, revenue and expense projections of Lubbock Power & Light.

Andy Burcham, Chief Financial Officer for LP&L, gave comments and answered questions from the Board.

6. 3. Discuss and the Board will take action rejecting all bids received in response to RFP #7139-14 EUA for parking lot construction and refurbishment.

Felix Orta, Purchasing Manager for Electric Utilities, gave comments and answered questions from the Board.

Motion by Charles Dunn, seconded by Don Boatman to reject all bids as presented.

Vote: 7 - 0 Motion carried by the Board
Other: James Tucker (ABSENT)

6. 4. Discuss and the Board will take action on a resolution authorizing the videotaping and posting of videos of regular Electric Utility Board meetings.

Matt Rose, Chief of Staff for LP&L, gave comments and answered questions from the Board.

Motion by Clayton Isom, seconded by Don Boatman to reject all bids as presented.

Vote: 7 - 0 Motion carried by the Board
Other: James Tucker (ABSENT)
Stephanie Hill (ABSTAIN)

1:50 P.M. City Council Recessed

1:52 P.M. City Council Reconvened

1:54 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

*This item was discussed, by the Board, without a quorum of Council Members present.

**CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
December 18, 2014
1:00 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 18th of December, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 1:00 p. m.

**1:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas**

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

Note: Mayor Glen C. Robertson arrived in Executive Session; and Council Member Floyd Price arrived for Regular Session.

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

- *1.1; Executive Session; 3.1-3.4; Citizen Comments; 5.1; 6.1; 6.5-6.9; 6.11-6.12; 6.14-6.21; 6.23-6.25; 6.2-6.4; 6.10; 6.22; 6.13; and 7.1-7.7.*
- *Items 3.3 and 6.3 were deleted.*

1. Work Session

- 1. 1.** Governmental Accounting Standard Board proposed and adopted changes in accounting for pensions.

David Rodriguez, Regional Manager for Texas Municipal Retirement System, gave a presentation regarding Governmental Accounting Standard Board (GASB) 67 and 68, as well as other information related to accounting for pensions. He also answered questions from City Council.

Pam Moon, Director of Finance, gave comments and answered questions from City Council.

2. Executive Session

The meeting recessed at 1:29 p.m. and reconvened in Executive Session under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

2. 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.
2. 1. 1. Southwestern Public Service (SPS) d/b/a Xcel Energy Notice of Intent, Under Section 33.024 of the Public Utility Regulatory Act (PURA), to File a Base Rate Case.
2. 1. 2. Discuss Chapter 24, "Vehicles for Hire" of the Lubbock Code of Ordinances, including amendments to same in regard to public transportation.
2. 1. 3. Retail electric service contract.
2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
2. 2. 1. Original T Lubbock BLK 143, Lot 1-4 & OL 31, City of Lubbock, Lubbock County, Texas.
2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.
2. 3. 1. City Attorney
2. 3. 2. City Manager
2. 3. 3. City Secretary
2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.086, on the following competitive matters of Lubbock Power & Light:
 2. 4. 1. to discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.
 2. 4. 2. to discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power market analyses and strategies.
2. 5. 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, , Electric Utility Board, Lubbock Emergency Communication District Board of Managers, and Urban Design & Historic Preservation Commission.

3. **Proclamations and Presentations**

3. 1. Invocation by Pastor John Murdoch, Christian Life Church.

Pastor John Murdoch, Christian Life Church, led the invocation.

3. 2. Pledges of Allegiance

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

3. 3. Texas Association of Future Educators will make a special presentation to Councilman Floyd Price.

This item was deleted.

3. 4. Presentation of music by the Coronado High School Orchestra.

The Coronado High School Orchestra, led by Laura Flanagan, appeared before City Council to perform Christmas carols to those in attendance. Members included Eli Perrin, Arienne Martinez, Nicholas Thompson, Nicole Burns, and Anna Kim.

4. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**

Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:

[Public Comments Sign-Up Form](#)

and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or

sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.

No one appeared to speak.

5. **Minutes**

5. 1. October 21, 2014 Special City Council Meeting (Electric Utility Board)
November 20, 2014 Regular City Council Meeting

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve the October 21, 2014 Special City Council Meeting (Electric Utility Board) minutes and the November 20, 2014 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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.**

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve items 6.1; 6.5-6.9; 6.11-6.12; 6.14-6.21; and 6.23-6.25.

Vote: 7 - 0 Motion carried

6. 1. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0168, Amendment 6, amending the FY 2014-15 budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Lubbock Emergency Communication District (LECD) for the Public Safety Answering Points (PSAP) Grant; providing for filing; and providing for a savings clause.
6. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2014-O0169, Amendment 7, amending the FY 2014-15 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92369, Police Department New Facility; providing for filing; and providing for a savings clause.

Cheryl Brock, Budget Director, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-O0169.

Vote: 7 - 0 Motion carried

6. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 8 amending the FY 2014-15 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92393, Cell VI Final Expansion at Landfill 69; providing for filing; and providing for a savings clause.

This item was deleted.

6. 4. **Ordinance 1st Reading - Public Works:** Ordinance No. 2014-O0170 amending Division 11 of Article 2.03 of the Code of Ordinances of the City of Lubbock by amending the scope, jurisdiction, hearing, and authority of the Water Board of Appeals; providing for publication; and providing for a savings clause.

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

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-O0170.

Vote: 7 - 0 Motion carried

6. 5. **Resolution – Water Utilities:** Resolution No. 2014-R0421 authorizing the Mayor to execute contract 12048 with Eagle Contracting, L.P. for the construction of the Northwest Water Reclamation Plant, RFP 14-12048-TF.

6. 6. **Resolution - Right-of-Way:** Resolution No. 2014-R0422 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Enclave at Kelsey Park, LLC regarding the easement acquisition for the South Lubbock Sanitary Sewer Extension Phase 2, easement being out of Section 4, Block AK, Lubbock, Texas.
6. 7. **Resolution - Right-of-Way:** Resolution No. 2014-R0423 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Kelsey Park, LTD, regarding the easement acquisition for the South Lubbock Sanitary Sewer Extension Phase 2, easement being out of Section 4, Block AK, Lubbock, Texas.
6. 8. **Resolution - Right-of-Way:** Resolution No. 2014-R0424 authorizing the City Council to accept on behalf of the City of Lubbock an easement from FP Investors I, LLC, regarding the easement acquisition for the South Lubbock Sanitary Sewer Extension Phase 2, easement being out of Section 4, Block AK, Lubbock, Texas.
6. 9. **Resolution - Right-of-Way:** Resolution No. 2014-R0425 authorizing the City Council to accept on behalf of the City of Lubbock an easement from FP Investors I, LLC, regarding the easement acquisition for the South Lubbock Sanitary Sewer Extension Phase 2, easement being out of Section 4, Block AK, Lubbock, Texas.
6. 10. **Resolution - Right-of-Way:** Resolution No. 2014-R0434 authorizing the Mayor to execute Contract 10698 with Travis Lancaster to lease approximately 4.82 acres out of Section 1259, J. H. Gibson Survey, Garza County, Texas.

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

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0434.

Vote: 7 - 0 Motion carried

6. 11. **Resolution - Aviation:** Resolution No. 2014-R0426 authorizing the Mayor to execute Change Order 1 to contract 11652 between the City of Lubbock and Duinink, Inc. on the Runway 17R/35L Project.
6. 12. **Resolution - Information Technology:** Resolution No. 2014-R0427 authorizing the Mayor to execute purchase order contract 33000574 with Dell Marketing LP for the purchase of equipment to upgrade the Storage Area Network (SAN) and Enclosures for the Data Center.
6. 13. **Resolution - Civic Center:** Resolution No. 2014-R0435 authorizing the Mayor to execute contract 12153 an agreement between the City of Lubbock, George McMahan Development, LLC, and Lubbock Moonlight Musicals, Inc. to change the name of the Amphitheatre located in Mackenzie Park to Moonlight Musicals Amphitheatre.

Brooke Witcher, Managing Director of Cultural Facilities & Special Events, gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Resolution No. 2014-R0435.

Vote: 7 - 0 Motion carried

6. 14. **Resolution - Civic Center:** Resolution No. 2014-R0428 authorizing the Mayor to execute a purchase order contract 27600003 with Irwin Seating Company to provide seating replacement at the Lubbock Memorial Civic Center theater and exhibit hall.
6. 15. **Resolution - Transit:** Resolution No. 2014-R0429 authorizing the purchase of six used 2000 model year 40-foot Nova Buses and tires from Dallas Area Rapid Transit (DART).
6. 16. **Resolution - Community Development:** Resolution No. 2014-R0430 authorizing the Mayor to execute an application stating the City of Lubbock is in "Support" of the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) by North and East ByWater Development, LLC for Mahon Villas development which will be located at 1913 Baylor, Lubbock, Texas.
6. 17. **Resolution - Community Development:** Resolution No. 2014-R0431 authorizing the Mayor to execute an application confirming the City of Lubbock is in "Support" of the proposed 9% Housing Tax Credit (HTC) application to be submitted to the Texas Department of Housing and Community Affairs (TDHCA) by Palladium Lubbock, Ltd. for the Palladium Lubbock development which will be located approximately 2,500 feet South of Erskine street on the East side of Milwaukee Avenue, Lubbock, Texas.
6. 18. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0161, for Zone Case 3241, a request of Enrico Aguas for a zoning change from T to AM on 12.193 acres of unplatted land out of Block E-2, Section 21, northeast corner of 130th Street and Flint Avenue, Lubbock, Texas.
6. 19. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0162, for Zone Case 3102-A, a request of Donald Halpain to amend the conditions of Ordinance 2008-O0012 to allow single-story apartments on proposed Lot C-1, Greenlawn Addition, 5514 34th Street, Lubbock, Texas.
6. 20. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0163, for Zone Case 3048-G, a request of Hugo Reed and Associates, Inc., for American Campus Communities, for a zoning change from R-1 Specific Use to A-3 Specific Use on Tract 32, Overton Park Addition, southeast corner of Mac Davis Lane and Avenue V, Lubbock, Texas.
6. 21. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0164, for Zone Case 3242, a request of Sadler Monument for a zoning change from R-1 to C-4 Specific Use for monument sales on Lots 1 through 3 including the alley right-of-way, Farrar Del Norte Addition, 5736 61st Street, 6002 and 6004 Everett Avenue, Lubbock, Texas.

6. 22. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0165, for Zone Case 1585-F, a request of Vincent G. Huebinger, for Boys & Girls Club - Lubbock, for a zoning change from A-2 to A-2 Specific Use for a telecommunications tower on Lots 1 through 22 and closed alley, also known as Lot A-1, Block 2, McMillan Heights Addition, 3301 Cornell Street, Lubbock, Texas.

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

Motion by Council Member Floyd Price, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-O0165.

Vote: 5 - 2 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy

6. 23. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0166, for Zone Case 2296-J, a request of Plains Properties LLC to amend the conditions of Ordinance 2008-O0043 to allow a professional office on Lots 23 and 24, Gatewood Addition and a reduction in the required parking, 2505 and 2507 79th Street, Lubbock, Texas.

6. 24. **Resolution - Economic Development:** Resolution No. 2014-R0432 authorizing the City Council to approve a program or expenditure by the Lubbock Economic Development Alliance to be provided to National Pump, for economic development purposes.

6. 25. **Resolution - Economic Development:** Resolution No. 2014-R0433 authorizing the City Council to approve a program or expenditure by the Lubbock Economic Development Alliance to be provided to Décor Group, for economic development purposes.

7. **Regular Agenda**

7. 1. **Ordinance 2nd Reading - Planning:** Ordinance No. 2014-O0147, for annexation from SWLLD, LLC, to annex a parcel approximately 206 acres (in Block AK Section 9) adjacent to the city limits south of 130th Street (FM 1585) west of Frankford Avenue.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-O0147.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

7. 2. **Ordinance 2nd Reading - Planning:** Ordinance No. 2014-O0148, for annexation from 1585 Development, LLC, W.D. Vardeman, Raymond Dean Vardeman, Wendell Keith Vardeman, and Holly Joy Vardeman Schellhase, to annex a parcel approximately 287.318 acres (in Block AK Section 1) adjacent to the city limits south of 130th Street (FM 1585) east of Indiana Avenue.

Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to approve Ordinance No. 2014-00148.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

- 7. 3. Ordinance 2nd Reading - Planning:** Ordinance No. 2014-00149, for annexation from Slide & 1585, LLC, Capricho Interiors, LLC, JJ Miller Enterprises, LLC, and Cash Register Services, Inc, to annex a parcel approximately 187.275 acres (in Block AK Section 8) adjacent to the city limits south of 130th Street (FM 1585) west of FM 1730 (Slide Road).

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2014-00149.

Vote: 4 - 3 Motion carried

NAY: Council Member Victor Hernandez
Council Member Latrelle Joy
Council Member Floyd Price

- 7. 4. Ordinance 2nd Reading - Planning:** Ordinance No. 2014-00150, for annexation from George H. McMahan, to annex a parcel approximately 95.4 acres (in Block E2 Section 24) adjacent to the city limits south of 114th Street east of Frankford Avenue.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Ordinance No. 2014-00150.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

- 7. 5. Ordinance Amendment 2nd Reading – Water Utilities:** Ordinance No. 2014-00167 Amendment to Chapter 22.08 of the Code of Ordinances related to the City's Water Conservation and Drought Contingency Plans.

Motion by Council Member Karen Gibson, seconded by Council Member Latrelle Joy to approve Ordinance No. 2014-00167.

Vote: 7 - 0 Motion carried

- 7. 6. Resolution -** Resolution No. 2014-R0436 approving the City of Lubbock Legislative Agenda for 2015.

Tony Privett, High Plains Research (Lobbyist for the City of Lubbock), gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to approve Resolution No. 2014-R0436.

Vote: 7 - 0 Motion carried

7. 7. **Board Appointments - City Secretary:** Consider one appointment to the Building Board of Appeals, two appointments to the Central Business District TIF Reinvestment Zone Board of Directors, one appointment to the Electric Utility Board, one appointment to the Housing Finance Corporation Board of Directors, two appointments to the Libraries Board, three appointments to the Lubbock Business Park TIF Reinvestment Zone Board of Directors, one appointment to the Lubbock Emergency Communication Board of Managers, one appointment North Overton TIF Reinvestment Zone Board of Directors, and one appointment to the Urban Design & Historic Preservation Commission.

Building Board of Appeals: Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Stan Fry to replace Barry Brown.

Vote: 7 - 0 Motion carried

Central Business District Tax Increment Financing Reinvestment Zone:

Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Jeff Griffith to reappoint Tony Cardinal.

Vote: 7 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to postpone the replacement of Brandt Beal to the January 8, 2015 Regular City Council Meeting.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

Electric Utility Board:

Nominations for the position were as follows:

Kyle Carruth
Jane Henry

Votes were taken as follows:

Kyle Carruth: Mayor Glen C. Robertson, Mayor Pro Tem Jim Gerlt, and Council Member Karen Gibson.

Jane Henry: Council Members Jeff Griffith, Victor Hernandez, Latrelle Joy, and Floyd Price.

Jane Henry was declared appointed to the Electric Utility Board.

Housing Finance Corporation Board of Directors: Motion by Council Member Karen

Gibson, seconded by Council Member Latrelle Joy to reappoint Steve Yandell.

Vote: 7 - 0 Motion carried

Libraries Board: Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to reappoint Nadine McDonald and to appoint Andrew Curtis to replace Ralph Shelton.

Vote: 7 - 0 Motion carried

Lubbock Business Park Tax Increment Financing Reinvestment Zone: Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to reappoint Sonny Garza, Les Gillit, and Sandy Henry.

Vote: 7 - 0 Motion carried

Lubbock Emergency Communications District Board of Managers: Motion by Council Member Karen Gibson, seconded by Mayor Pro Tem Jim Gerlt to reappoint Richard Foster.

Vote: 7 - 0 Motion carried

Urban Design & Historic Preservation Commission: Motion by Mayor Pro Tem Jim Gerlt, seconded by Council Member Karen Gibson to appoint Matt Henson to replace James Rogers.

Vote: 7 - 0 Motion carried

6:07 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

5. 1.

Meeting Date: 01/22/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0001 Amendment 8 amending the FY 2014-15 budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 92393, Cell VI Final Expansion at Landfill 69; providing for filing; and providing for a savings clause.

Item Summary

On January 8, 2015 the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 92393, Cell VI Final Expansion at 69, by changing the funding from \$35,000 FY 2015 Solid Waste Revenue Certificates of Obligation to \$35,000 FY 2015 Solid Waste Pay-As-You-Go.
- II. Amend the Solid Waste Operating Fund by increasing the transfer to the Capital Project Fund by \$35,000, from \$312,500 to \$347,500; and amend the Solid Waste Capital Project Fund by increasing the transfer from the Solid Waste Operating Fund by \$35,000, from \$312,500 to \$347,500.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment #8 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92393, CELL VI FINAL EXPANSION AT 69; 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 2014-15 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 2014-15 (Budget Amendment #8) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92393, Cell VI Final Expansion at 69, by changing the funding from \$35,000 FY 2015 Solid Waste Revenue Certificates of Obligation to \$35,000 FY 2015 Solid Waste Pay-As-You-Go.
- II. Amend the Solid Waste Operating Fund by increasing the transfer to the Capital Project Fund by \$35,000, from \$312,500 to \$347,500; and amend the Solid Waste Capital Project Fund by increasing the transfer from the Solid Waste Operating Fund by \$35,000, from \$312,500 to \$347,500.

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:



Mitch Satterwhite
First Assistant City Attorney



Regular City Council Meeting

5. 2.

Meeting Date: 01/22/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0002 Amendment 9 amending the FY 2014-15 budget for municipal purposes respecting position control to reclassify six firefighter positions; providing for filing; and providing for a savings clause.

Item Summary

On January 8, 2015 the City Council approved the first reading of the ordinance.

- I. Amend position control by reducing total Firefighter positions by six, from 210 to 204.
- II. Amend position control by increasing total Fire Equipment Operator positions by three, from 69 to 72. The additional Fire Equipment Operator positions are needed to employ Engine 19.
- III. Amend position control by increasing total Fire Lieutenant positions by three, from 54 to 57. The additional Fire Lieutenant positions are needed to employ Engine 19.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 9

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING POSITION CONTROL TO RECLASSIFY SIX FIREFIGHTER POSITIONS; 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 2014-15 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 2014-15 (Budget Amendment #9) for municipal purposes, as follows:

- I. Amend position control by reducing total Firefighter positions by six, from 210 to 204.
- II. Amend position control by increasing total Fire Equipment Operator positions by three, from 69 to 72.
- III. Amend position control by increasing total Fire Lieutenant positions by three, from 54 to 57.

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:

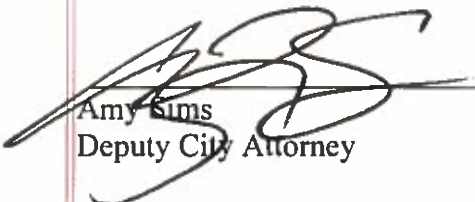
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415.Amend9.ord
December 18, 2014



Regular City Council Meeting

5. 3.

Meeting Date: 01/22/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 10 amending the FY 2014-15 budget for municipal purposes respecting the Airport Fund; providing for filing; and providing for a savings clause.

Item Summary

- I. Establish Capital Improvement Project 92360, Airport Shelter Park Acquisition, and appropriate funding in the amount of \$1,030,000, to purchase the Airport Shelter Park property, revenue control equipment, and two replacement shuttle buses.
- II. Amend the Airport FY 2014-15 Operating Budget by increasing the transfer to the Airport Capital Project Fund by \$1,030,000, from \$565,000 to \$1,595,000. The increased transfer will be from Airport Fund fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 10

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

WHEREAS, the City Council deems it advisable to change the FY 2014-15 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 2014-15 (Budget Amendment #10) for municipal purposes, as follows:

- I. Establish Capital Improvement Project 92360, Airport Shelter Park Acquisition, and appropriate funding in the amount of \$1,030,000, to purchase the Airport Shelter Park property, revenue control equipment, and two replacement shuttle buses.
- II. Amend the Airport FY 2014-15 Operating Budget by increasing the transfer to the Airport Capital Project Fund by \$1,030,000, from \$565,000 to \$1,595,000. The increased transfer will be from Airport Fund fund balance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading this _____.

Passed by the City Council on second reading this _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

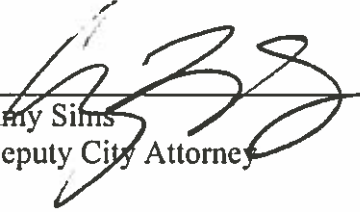
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Silms
Deputy City Attorney



Regular City Council Meeting

5. 4.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Finance: Consider a resolution to amend the intent to finance expenditures to be incurred on the Municipal Facilities Replacement and Renovation Projects approved by the City Council in the amended FY 2014-15 Budget and Capital Program and to reimburse itself from the proceeds of tax-exempt obligations that will be issued after the expenditure of funds to pay costs of such projects and equipment.

Item Summary

On October 9, 2014, the City Council approved a resolution to reimburse itself for the costs associated with the capital expenditures for the acquisition, construction, reconstruction or renovation on various projects, including up to \$10,200,000 to pay costs associated with a new facility for the Police Department. On January 8, 2015 City Council approved a Budget Amendment Ordinance to move \$10,200,000 set aside for the Police Department to be used for Municipal Facilities Replacement and Renovation Projects.

The resolution amends the previously expressed intent to reimburse the cost associated the Police Department from the proceeds of Obligations and express its intent to reimburse up to \$10,200,000 of capital expenditures associated with the Municipal Facilities Replacement and Renovation Projects from the proceeds of Obligations to be issued.

Fiscal Impact

None.

Staff/Board Recommending

Pamela Moon, CPA
Executive Director of Finance

Attachments

Resolution

**RESOLUTION AMENDING EXPRESSION OF INTENT TO
FINANCE EXPENDITURES TO BE INCURRED**

WHEREAS, the City of Lubbock, Texas (the "Issuer") is a political subdivision of the State of Texas authorized to finance its activities by issuing debt obligations, the interest on which is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended (the "Obligations");

WHEREAS, pursuant to a resolution approved by the Issuer's City Council on October 9, 2014, the Issuer expressed its intent to issue up to \$195,000,000 of Obligations to reimburse the Issuer for costs associated with capital expenditures for the acquisition, construction, reconstruction or renovation of various projects, including up to \$10,200,000 to pay costs associated with a new facility for the Issuer's Police Department ("New Facility");

WHEREAS, the Issuer now expects to use the New Facility as a new City Hall and to renovate certain existing facilities for use as a new Police Department facility and for other municipal purposes, as listed on Exhibit A attached hereto (collectively, the "Municipal Facilities Replacement and Renovation Projects"); and,

WHEREAS, the Issuer desires to amend its previously expressed intent to reimburse up to \$10,200,000 of costs associated with the Issuer's Police Department from the proceeds of Obligations and, by adoption of this resolution, express the Issuer's intent to reimburse up to \$10,200,000 of capital expenditures associated with the Municipal Facilities Replacement and Renovation Projects from the proceeds of Obligations to be issued subsequent to the date hereof;

NOW, THEREFORE, be it resolved that:

Section 1. The Issuer reasonably expects to reimburse itself for capital expenditures that have been or will be paid subsequent to the date that is 60 days prior to the date hereof, but not more than 18 months after the date hereof, and that are to be paid in connection with the acquisition, construction, reconstruction or renovation of the Municipal Facilities Replacement and Renovation Projects, from the proceeds of Obligations to be issued subsequent to the date hereof.

Section 2. The Issuer reasonably expects that the maximum principal amount of Obligations issued to reimburse the Issuer for costs associated with the Municipal Facilities Replacement and Renovation Projects listed on Exhibit A attached hereto will not exceed \$10,200,000.

ADOPTED THIS _____ day of _____, 2015, by the City Council of the City of Lubbock, Texas.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:


Pamela Moon
Executive Director of Finance

APPROVED AS TO FORM:

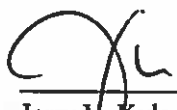

Jerry V. Kyle, Jr.
Bond Counsel

EXHIBIT A

The Municipal Facilities Replacement and Renovation Projects consist of the acquisition of land and buildings, the construction of new facilities, and renovations, improvements and upgrades to existing municipal facilities for a new City Hall, a new Police Department facility and other municipal purposes.



Regular City Council Meeting

5. 5.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute contract 12069 with Collectech Diversified, Inc. for the financial collection services, RFP 15-12069-TS.

Item Summary

The contract is for collection services for overdue receivable accounts specifically for LP&L, water and sewer pro-rata accounts, paving accounts, and Civic Center and Civic Lubbock, Inc. accounts.

An evaluation committee reviewed the proposals based on the following criteria: 50% for cost of services, 30% for proven collection service capabilities, 10% for understanding the City's needs and problems, and 10% for automation capabilities.

Five proposals were received and ranked as follows:

Company	Points
Collectech Diversified, Inc. of Lubbock, TX	408
Credit System International, Inc. of Ft. Worth, TX	378
Premiere Credit of North America, LLC of Indianapolis, IN	329
Penn Credit of Harrisburg, PA	281
Credit Financial Services, Inc. of Durham, NC	210

The committee recommends the contract be awarded to Collectech Diversified, Inc. of Lubbock, TX for a term of three years with two additional one year terms.

Fiscal Impact

The contract involves contingency pay. Collectech Diversified, Inc. would be paid 19.5% contingency fee on LP&L accounts receivable collections and 9% on the other receivable accounts listed above.

Staff/Board Recommending

Pamela Moon, CPA
Executive Director of Finance

Attachments

Resolution & Contract - Collectech Diversified, Inc

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Contract for account collection activities by and between the City of Lubbock and Collectech Diversified, 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:



Pam Moon, Executive Director of Finance

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Prof Serv Contract-Collectech Diversified Inc
1.7.15

**City of Lubbock, TX
Financial Collection Services
Service Agreement**

This Service Agreement (this "Agreement") is entered into as of the 22nd day of January, 2015 ("Effective Date") by and between Collectech Diversified, Inc., (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 15-12069-TS, Financial Collection Services.

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

WHEREAS, Contractor desires to perform as an independent contractor to provide Financial Collection Services, upon terms and conditions maintained in this Agreement; and

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

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

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

Scope of Work

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

Article 1 Services

- 1.1 The contract shall be for a term of three (3) years, said date of term beginning upon City council date of formal approval. The City and the Contractor may, upon written mutual consent, extend the contract two (2) additional one year periods.
- 1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

- 1.3 City shall assist the Contractor by making available to Contractor all records and data on file that will assist Contractor in the discharge of its duties under this Agreement.
- 1.4 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services. Contractor agrees to obtain insurance coverage as specified in Exhibit C.
- 1.5 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.
- 1.6 Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

- 2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.
- 2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.
- 2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.
- 2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

- 2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.
- 2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.
- 2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.
- 2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

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

CITY OF LUBBOCK, TX:

CONTRACTOR:

Glen C. Robertson, Mayor

Contractor's Signature

Judy Jordan

Printed Name

ATTEST:

Rebecca Garza, City Secretary

President

Title

APPROVED AS TO CONTENT:



Pam Moon, Executive Director of Finance

APPROVED AS TO FORM:



Mitch Satterwhite,
First Assistant City Attorney

Exhibit A

Account Collection and Rate Schedule

1. ACCOUNT COLLECTION

a. LP&L Accounts

- i The Agency will perform all normal collection services on overdue accounts owed to LP&L on a continuous basis. An overdue account is a final account which is approximately 45 days old. All written collection procedures shall be prepared under the Agency's letterhead, name, mailing address, physical address, and phone number. The LP&L Chief Executive Officer (LP&L CEO), LP&L Chief Financial Officer (LP&L CFO), or authorized designee must approve all written communications. Current volume consists of approximately 587 overdue LP&L accounts per month with an average of \$400 per account. If the collection rate falls below 10% during any 2 consecutive months, the agreement may be terminated.
- ii The Agency shall remit to LP&L the gross amount of all monies received on LP&L accounts once per month. The Agency will bill LP&L monthly for any service fee due by LP&L. All fees are on a contingency basis.
- iii The Agency shall honor requests by LP&L to withdraw accounts from collection upon LP&L's request. Once an account has been turned back over to LP&L, the Agency is relieved of all responsibility and rights of collection.
- iv The Agency shall notify LP&L of any legal expense prior to incurring such expense. No legal action shall be taken without written approval from the LP&L CEO, LP&L CFO, or authorized designee. Account information shall be made available to LP&L personnel upon request.
- v LP&L will provide data on accounts to be collected via e-mail. Collection payment information is to be returned to LP&L via the same format. This is a strict requirement for award of contract. No other format will be accepted.
- vi Frequency of Notices. The Agency at a minimum shall send three written notices according to the following schedule with respect to each customer for which there is an address in which mail has not been previously returned:

Within seven (7) business days of initial assignment of an account

Within twenty-one (21) business day of initial assignment of an account

Within forty-five (45) business days of initial assignment of an account

- vii Frequency of telephone efforts for delinquent accounts. The Agency shall attempt to contact customer not less than six (6) times on six separate days and at different times. The intention is for the Agency to continue to locate the customer to encourage him/her to resolve their outstanding debt. The Agency upon reaching the customer shall make every effort to collect the delinquent amount owed. The agency must complete these telephone efforts within forty-five (45) days of the assignment of the account from LP&L. The Agency must maintain Spanish speaking staff to assist Hispanic customers. The Agency shall provide a toll free phone line to assist customers in resolving their delinquent bills; this phone number must be provided on all forms and correspondence and adhere to Local, Federal and State laws. The hours of operation must be described in detail to LP&L as well as to the public.
- viii The Agency, upon receipt of any notices that are mailed and returned because of incorrect information, shall obtain appropriate address and phone number prior to resuming noticing efforts.
- ix At least 30 days before submission of delinquent debtor data to a credit bureau, the debtor must be notified in writing of the following: (1) that payment of the claim is overdue; (2) that, not less than 30 days after sending the notice, the City intends to disclose to a credit bureau that the person is responsible for the claim; (3) the specific information to be disclosed to the credit bureau; and (4) of the rights the person has to complete explanation of the claim and to dispute information about the claim.
- x Accounts may not be compromised by the Agency; however, Agency may enter into payment arrangements with customer not to exceed 6 months without prior approval of LP&L. It is the intent of LP&L that the Agency work with cooperative customers who enter into and comply with the terms of a payment agreement. Such accounts shall not be referred to the credit bureaus unless the customer fails to make payments in accordance with the agreement.

b. Water and Sewer Pro-Rata Accounts - Accounting

- i The Agency will perform all normal collection services on current and overdue water and sewer pro-rata accounts. Current volume is approximately 120 accounts averaging \$369. The installment billing shall consist of a statement sent at least once a month prior to the due date. All written collection procedures shall be prepared under the Agency's letterhead, name, mailing address, physical address and phone number. The Executive Director of Finance must approve all written communications. Water and sewer pro-rata accounts are considered delinquent on the 10th day following the due date.
- ii The Agency shall remit to the City the gross amount of all monies received on City accounts once per month. The Agency will bill the City for any fee due the Agency on regular monthly statements. All fees will be on a contingency basis. The Agency shall honor requests by the City to withdraw accounts from collection. The Agency must keep the appropriate City personnel advised of any and all payment terms agreed upon by the Agency and the Payee. Once an account has been turned back over to the City, the Agency is relieved of all responsibility and rights of collection. If the Agency receives monies on

the account following the return of the account to the City, all monies will be forwarded to the City within 3 days.

c. Paving – Accounting

- i The Agency will perform all normal collection services on overdue paving accounts. Current volume is approximately 325 accounts averaging \$685. All of these accounts are delinquent and are no longer receiving installment billings. The most recent of these accounts is ten years old. If the City resumes installment billings, the installment billings shall consist of a statement sent at least once a month prior to that due date. All written collection procedures shall be prepared under the Agency's letterhead, name, mailing address, physical address and phone number. The Executive Director of Finance must approve all written communications. Paving accounts are considered delinquent on the 10th day following the due date.
- ii The Agency shall remit to the City the gross amount of all monies received on City accounts once per month. The Agency will bill the City for any fee due the Agency on regular monthly statements. All fees will be on a contingency basis. The Agency shall honor requests by the City to withdraw accounts from collection. The Agency must keep the appropriate City personnel advised of any and all payment terms agreed upon by the Agency and the Payee. Once an account has been turned back over to the City, the Agency is relieved of all responsibility and rights of collection. If the Agency receives monies on the account following the return of the account to the City, all monies will be forwarded to the City within 3 days.

d. Civic Center/Auditorium-Coliseum/Civic Lubbock, Inc.

- i The Agency will perform all normal collection services on current and overdue Civic Center and Auditorium-Coliseum accounts which the City desires handled by a collection Agency. Civic Center and Auditorium-Coliseum accounts consist mainly of rent accounts. The agency will also collect on overdue accounts for Civic Lubbock, Inc. (CLI), a component unit of the City. These accounts consist mainly of food, beverage, and contracted labor charges that are incurred as additional charges for rental of events at City facilities.
- ii All written collection procedures shall be prepared under the Agency's letterhead, name, mailing address, physical address, and phone number.

- iii The Agency shall keep separate records for City accounts and CLI accounts. The Agency shall remit to the City the gross amount of all monies received on City and CLI accounts once per week. The Agency may bill the City monthly. All fees will be on a contingency fee basis. The Agency shall honor requests by the City to withdraw accounts from collection. Once an account has been turned back over to the City, the Agency is relieved of all responsibility and rights of collection and monies received on an account that has been withdrawn will be forwarded to the City within 3 days. The Agency shall notify the City of any legal expense prior to incurring such expense. No legal action shall be taken without written approval from the Executive Director of Finance. Account Information shall be made available to City personnel upon request.

Exhibit B

a. Rate Schedule

Account collection (unit price per account) Lubbock Power & Light	19.5% contingency fee
Water & Sewer Pro-rata	9% contingency fee
Paving	9% contingency fee
Auditorium/Coliseum/Civic Lubbock Inc.	9% contingency fee

Exhibit C

Financial Collection Services

Insurance

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

INSURANCE COVERAGE REQUIRED

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

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

Worker's Compensation - The Contractor shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Contractor shall maintain said coverage throughout the term of this Contract and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Contractor maintains said coverage. Any termination of worker's compensation insurance coverage by contractor or any cancellation or non-renewal of worker's compensation insurance coverage for the Contractor shall be a material breach of this Contract. The contractor may maintain Occupational Accident and Disability Insurance in lieu of Workers' Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the CITY OF LUBBOCK.

The Contractor shall also provide to the CITY OF LUBBOCK proof of Employers' Liability in an amount no less than \$500,000.

For the following insurance, the City shall be listed as additional insured on a primary and non-contributory basis and shall be granted a waiver of subrogation under those policies. The Contractor shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

Commercial General (public) Liability insurance including coverage for the following:

a. Premises operations	Combined single limit for
b. Independent contractors	bodily injury and property
c. Products/completed operations	damage of \$1,000,000 per
d. Personal injury	occurrence or its equivalent.

Other

Crime, Employee Dishonesty \$1,000,000

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

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

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

NOTICES

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

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

Marta Alvarez- Purchasing Manager
City of Lubbock
1625 13th Street, Room L04
Lubbock, Texas 79401

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



Regular City Council Meeting

5. 6.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute Change Order 2 to contract 11556 with Red River Construction Company for Southeast Water Reclamation Plant Outfall Project.

Item Summary

This project includes construction of 700 linear feet of 42 inch gravity sewer pipeline, a cascade aeration facility and a discharge structure. The proposed pipeline will be used to convey stream quality treated effluent from the Southwest Water Reclamation Plant (SEWRP) Ultraviolet Disinfection Facility into the North Fork Double Mountain Fork of the Brazos River adjacent to the SEWRP at Outfall 007.

Notice to Proceed was issued to Red River Construction Company, of Wylie, Texas on February 10, 2014 for construction of the Southeast Water Reclamation Plant Outfall Project with a contract price of \$1,254,249. Change Order 1 was approved by City Council on August 14, 2014 in the amount \$78,177 for extra work, materials and additional time to locate and tie-in the pipeline stub-out that was incorrectly located on record drawings.

Change Order 2 covers the cost of extra work, materials and additional time to locate and excavate the area along the pipe route where two electrical duct banks have been encountered that were not indicated in the plans. The effort involved in the removal and replacement of the electrical duct banks cost an additional \$41,568 along with 36 (20 days for small duct bank, 10 days for large duct bank and 6 weather days) days time extension.

Fiscal Impact

\$2,219,800 is appropriated in Capital Improvement Project 8524, Canyon Lakes System Reuse Study, with \$41,568 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution

Change Order 2 - Red River Construction

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No. 2 to that certain Contract No.11556 by and between the City of Lubbock and Red River Construction Company, per Bid # 14-11556-MA, for additional construction and installation of quality sewer pipeline, and related documents. Said Change Order No. 2 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

RES.ChgOrd#2Contract-14-11556-MA
sj.12.29.14

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

Contract No: 11556

Contractor: Red River Construction Company

Change Order No. 2

Contract Title: Canyon Lakes Water Reuse Project-SEWRP Outfall Pipeline with Cascade Aeration

BID/RFP No. 14-11556-MA

Project Number: EPA XP-96629501

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):

The work of this project includes construction of 700 linear feet of 42 inch gravity sewer pipeline, a cascade aeration facility and a discharge structure. Change Order 2 covers the cost of extra work with installation/materials and additional time to locate and excavate the area along the pipe route where a small and large electrical duct bank have been encountered on the perimeter of the north half of Digester 6 that was not located in the plans. The effort involved in the removal and replacement of the duct bank (\$22,397) and work in close proximity to the large duct bank (\$20,026) for an additional \$42,423 with other contract adjustments to result in a cost decrease of \$855 see section 2 page 2, thus resulting in a cost of \$41,568 along with 36 (20 days for small duct bank, 10 days for large duct bank and 6 weather days) days time extension.

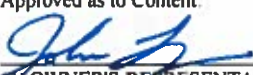
2. Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no 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:	\$ 1,254,249
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ 41,568
	COST CENTER: 8524 ACCOUNT: 9242 30000	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	3.3 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 78,177
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	\$ 119,745
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	9.5% %
G.	NEW CONTRACT AMOUNT (A+E):	\$ 1,373,994

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):

 (1) CONTRACTOR	<u>12/1/14</u> Date	 (2) PROJECT ARCHITECT/ENGINEER	<u>1 Dec 2014</u> Date
Approved as to Content:		Approved as to Form:	
 (3) OWNER'S REPRESENTATIVE	<u>12/29/14</u> Date	 (4) CITY ATTORNEY	<u>12/30/14</u> Date
 (5) CAPITAL PROJECTS MANAGER	<u>1/5/15</u> Date	 (6) PURCHASING AND CONTRACT MANAGER	 Date

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

CITY OF LUBBOCK

ATTEST:

(7) MAYOR

Date

(8) CITY SECRETARY

Date

Council Date: , 2014

Agenda Item # Resolution #

City of Lubbock

Purchasing and Contract Management

Change Order 2

Contractor is to remove the small duct bank for construction and replace it after the pipe line has been installed. Temporary power will be temporarily installed. Contractor shall work around the large duct bank with care to install the pipe without damaging the large duct bank. Pipe will be located under the large duct bank in places which will require flow-able fill to provide support needed for duct bank. The associated costs are illustrated in section 1 below for this work.

Additional adjustments to the contract construction are listed in section 2 below which amount to an increase of \$2,145 as noted. To summarize the adjustments: 1) the curb and gutter will not be replaced north of the sludge pump station, 2) the asphalt will not be replaced north of the sludge pump station, 3) the sod will not be installed south of the UV building, 4) the seed/plant disturbed area will not be done, and 5) 82 cy of concrete from the abandoned filter structures were removed instead of the listed 42 cy. The associated change in cost for these adjustments is an increase of \$2,145.

Construction Cost Adjustments

1. Installation Costs related to Small and Large Duct Banks - Additional

Remove and replace Small Duct Bank	\$22,397.00
Install Temporary power	\$2,800.00
Delete Item 10 - Demo Concrete footer	-\$2,800.00
Work around Large Duct Bank and use Flow-able fill as needed	<u>\$20,026.00</u>
Total Pipe install with Large and Small duct banks	\$42,423.00

2. Other Construction Cost Adjustments

Delete part of Item 18 Curb and Gutter 28 lf @ \$30/lf	-\$840.00	
Delete part of item 17 Asphalt 30 sy @ \$66/sy	-\$1,980.00	
Delete item 26 Sod 205 sy @ \$7.00/sy	-\$1,435.00	
Delete item B2 Seed/plant 1500 sy @ \$2.00/sy	-\$3,000.00	
Add item 12 Demo Aband Filters (42 cy to 82 cy) 40 cy @ \$160	<u>\$6,400.00</u>	
Sub total	-\$855.00	
Total Change Order		\$41,568.00

Change Order #2 results in a cost increase of \$41,568.

DESCRIPTION OF CONTRACTOR'S MODIFICATION REQUEST

CMR 2A

PROJECT: Canyon Lake Reuse Project @ SE Water Reclamation Plant
 OWNER: City of Lubbock, TX
 CONTRACTOR: RED RIVER CONSTRUCTION COMPANY, INC.
 ENGINEER: Enprotec / Hibbs & Todd
 REFERENCE: Remove & Replace Small Ductbank @ No. 6 Digester

PROJECT NUMBER

291
 4678
 Date: Nov. 3, 2014

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

Remove & Replace the small ductbank not shown on the plans near the No. 6 digester.
 This price does not include temporary power.

Ductbank Demo & Removal			
1 lt	Excavator		\$1,028.50
1 lot	Fuel Oil & Maintenance		\$1,368.70
1 lot	Tools @ Miscellaneous		\$215.60
30 hrs	Labor	17.00	\$510.00
15 hrs	Foreman/Operator	26.50	\$397.50
10 hrs	Supervision	37.50	\$375.00
45%	Labor Burden		\$577.13
Ductbank Installation			
1 lot	Materials		\$1,674.40
1 lot	Trench & Backfill		\$3,450.00
15 cy	Concrete	115.00	\$1,725.00
114 hrs	Labor	47.59	\$5,424.92
45%	Labor Burden		\$2,441.21
SUBTOTAL:			\$19,187.96
15%	Contractor's Fee		\$2,878.19
	Bond		\$330.99
TOTAL:			\$22,397.14

Please advise as soon as possible.

Prepared by Red River Construction Company, Inc.

By: 
 Stephen Mackie, Project Manager

CMR #3

DESCRIPTION OF CONTRACTOR'S PRICE FOR PROPOSED MODIFICATION

PROJECT: Canyon Lake Reuse Project @SE Water Reclamation Plant
 OWNER: City of Lubbock, TX
 CONTRACTOR: RED RIVER CONSTRUCTION COMPANY, INC.
 ENGINEER: Enprotec / Hibbs & Todd
 REFERENCE: 42" Line @Ductbank and Digester

PROJECT NUMBER

291

4578

Date: Sep. 29, 2014

The Contractor proposes to make the following additions, modifications, or deletions to the Work described in the Contract Documents:

As per our conversations on the 42" pipeline and the two existing ductbanks, we have been delayed with the installation due to the footing that is actually a ductbank and an existing large ductbank that was not shown on the drawings. The decision to remove the smaller ductbank has given us a tight layout that has required us to go with flowable fill and additional exploration costs. This also has caused a two week delay and pushed us into a rainy stretch which has caused an additional 4 day delay in the project. Therefore, we request a 16 day time extension and additional costs as follows:

50 cy Flowable Fill		\$4,625.00
1 lot Excavator		\$1,875.00
1 lot Loader		\$1,250.00
1 lot Fuel, Oil, & Maintenance		\$4,580.00
1 lot Tools & Miscellaneous		\$311.40
98 hrs Labor	17.00	\$1,866.00
32 hrs Foreman/Operator	26.50	\$848.00
16 hrs Supervision	37.50	\$600.00
45% Labor Burden		\$1,401.30
	SUBTOTAL:	\$17,166.70
15% Contractor's Fee		\$2,573.51
Bond		\$295.95
	TOTAL:	\$20,026.16

Prepared by: Red River Construction Co.

By:

Dean Porter, President

**City of Lubbock, TX
Capital Project
Project Cost Detail
January 22, 2015**

Capital Project Number:	8524
Capital Project Name:	Effluent Water Reuse Study

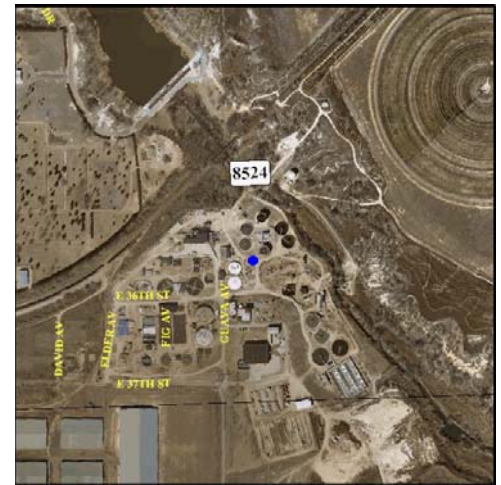
	Budget
<i>Encumbered/Expended</i>	
Alan Plummer Contract 8462	\$ 601,152
City of Lubbock Staff Time	15,756
Professional Services - Other	3,595
Sewer System	108
Red River Construction Company Contract 11556	1,254,249
Red River Construction Contract 11556 Change Order 1	78,117
 <i>Agenda Item January 22, 2015</i>	
Red River Construction Contract 11556 Change Order 2	41,568
<i>Encumbered/Expended to Date</i>	1,994,545
 <i>Estimated Costs for Remaining Appropriation</i>	
Effluent Water Reuse Study	225,255
<i>Remaining Appropriation</i>	225,255
Total Appropriation	\$ 2,219,800

Managing Department **Public Works Engineering**

Project Manager **Aubrey Spear**

Project Classification **Master Plans/Studies**

Project Status **Approved**



Project Scope

Conduct a study of the reuse of effluent water in the Canyon Lake System and construct improvements for Outfall 007 associated with the Plant 4 improvements necessary for stream discharge. Funding is through an Environmental Protection Agency grant.

Project Justification

Water planning and management are priorities established by the City Council. One of the objectives of the Water Supply Plan and Report is to evaluate the cost to improve the wastewater treatment facilities to produce a consistent supply of stream discharge quality effluent, design and construct improvements to the facilities, and evaluate effluent management opportunities, including using the Jim Bertam Lake System.

Project History

In 2004, the City Council adopted the City of Lubbock Strategic Water Plan. One of the recommendations is to seek permit reuse for developed water, evaluate improvements needed to achieve 100 percent reuse, and evaluate the feasibility of implementing the Canyon Lakes Water Reuse Project.

\$1,140,000 was appropriated in FY 2005-06 Budget, Ord. No. 2005-00106, September 8, 2005.

Reduced funding by \$1,140,000 in FY 2005-06 Budget Amendment No. 14, Ord. No. 2006-00040, April 13, 2006.

\$1,419,800 was appropriated in FY 2005-06 Budget Amendment No. 21, Ord. No. 2006-00101, September 28, 2006.

\$800,000 was appropriated in FY 2013-14 Budget Amendment No. 6, Ord. No. 2013-00120, December 19, 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	
Design and Engineering	2,219,800	0	0	0	0	0	0	2,219,800
Total Project Appropriation	2,219,800	0	0	0	0	0	0	2,219,800

<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	
Federal Grant Funding	769,800	0	0	0	0	0	0	769,800
FY 2007 Wastewater Revenue CO's	154,284	0	0	0	0	0	0	154,284
FY 2008 Wastewater Revenue CO's	1,186,212	0	0	0	0	0	0	1,186,212
FY 2014 Wastewater Pay-As-You-Go	109,504	0	0	0	0	0	0	109,504
Total Funding Sources	2,219,800	0	0	0	0	0	0	2,219,800



Regular City Council Meeting

5. 7.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute Change Order 1 to contract 11709 with Utility Contractors of America, Inc., for South Lubbock Sanitary Sewer Extension Phase 1/B Capital Improvements Project.

Item Summary

This project is for the construction of 35,180 linear feet of 54 inch and 48 inch diameter sanitary sewer interceptor to convey raw wastewater produced within the south and southwest Lubbock sewer collection areas. The proposed gravity pipeline will connect existing sewer infrastructure at 98th Street and Avenue P, along Martin Luther King Boulevard, to the Southeast Water Reclamation Plant located at 4002 Guava Avenue.

On March 27, 2014 Lubbock City Council authorized construction contract 11709 with Utility Contractors of America, Inc. of Lubbock, Texas with a contract price of \$20,293,160 and 360 calendar days construction time. Notice to Proceed was issued on May 19, 2014.

Change Order 1 includes a \$230,000 credit for eliminating two Vortex manholes and an additional \$164,336 for relocating existing water lines, adding traditional manholes, and adding extra length of tunneling to avoid existing utility conflicts. The net change of Change Order 1 is \$65,664 credit due to the City and 65 days of additional construction time.

Fiscal Impact

\$26.9 million is appropriated in Capital Improvement Project 92178, South Lubbock Sewer System Expansion. This is a credit so the contract amount will decrease.

Staff/Board Recommending

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

Attachments

Resolution

Change Order 1 - UCA

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. 11709 by and between the City of Lubbock and Utility Contractors of America, Inc., per Bid # 14-11709-TF, for cancellation of certain tasks, and additional installation and pipeline relocation activities, and related documents. Said Change Order No. 1 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.ChgOrd#1 Contract-14-11709-TF
sj.12.30.14



Office of Purchasing and Contract Management Change Order

Contract No: 11709	Contractor: Utility Contractors of America, Inc.
Change Order No: 01	Contract Title: South Lubbock Sanitary Sewer Extension Phase 1 – Bid Package B
Bid/RFP No: 14-11709-TF	Project No: 92178

“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 the 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 project 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 construction 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 (attached additional pages is necessary):

Per attached backup material this Change Order #1 includes the following items: Item 1) Credit for not installing the 10-foot diameter manhole at STA 20+89.15. Item 2) Credit for not installing the Vortex Flow insert at STA 20+89.15. Item 3) Credit for trench safety system not installed due to increased bore length. Item 4) Installing 54-inch fiberglass pipe by other than open cut from approximately STA 49+54 to STA 50+00. Item 5) Installing a 5-foot diameter drop manhole at STA 20+89.15. Item 6) Relocation of 8" water line in 38th Street. A time extension of 65 days is included in this change order, 30 days for right-of-way issues and the existing alignment being deflected at the beginning of the project and 35 days for replacement of the 8-inch water line in 38th Street.

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.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	\$20,293,159.95
B.	AMOUNT OF THIS CHANGE ORDER: (Note: Council approval required if over \$50,000)	-\$65,664.00
	COST CENTER: ACCOUNT:	
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A)	-0.32%
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$0
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D)	-\$65,664.00
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): (25% maximum)	-0.32%
G.	NEW CONTRACT AMOUNT (A+E):	\$20,227,495.95

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 the Contract Cover Sheet to Purchasing and Contract Management department):




(1) Contractor Date: 12/16/14 (2) Project Architect/Engineer Date: 12/11/14

Approved as to Content:




(3) Owner's Representative Date: 12/29/14 (4) City Attorney Date: 12/23/14




(5) Capital Projects Manager Date: 1/5/15 (6) Director of Purchasing & Contract Management Date:

Change Orders over \$50,000 require a Contract Cover Sheet and the following signatures:

(7) Mayor	Date	(8) City Secretary	Date
Council Date: _____		Agenda Item #: _____ Resolution #: _____	



December 11, 2014

Mr. Zoltan Fekete, P.E.
City of Lubbock, Texas
1625 13th Street
Lubbock, Texas

RE: *South Lubbock Sanitary Sewer Extension, Phase I – Bid Package B*
Change Order Number 1
KHA No. 063126015

Dear Zoltan:

The following is a description of the items that are involved in change order number one (1) for the above referenced project.

1. Through value engineering it was determined that the Vortex Flow insert for the manhole at STA 20+89.15 would not be utilized in a way that would be the most efficient and, therefore, was removed from the project. With the Vortex Flow insert being removed the need for a 10-foot diameter was no longer necessary resulting in a credit of \$130,000.00.
2. This item is the removal of the Vortex Flow insert from the project as described above resulting in a credit of \$100,000.00.
3. Due to conflicts with gas lines and water lines an additional 46 linear feet of by other than open cut was added to the project resulting in a decrease of the amount of trench safety required for open cut and a credit of \$184.00.
4. Due to conflicts with gas lines and water lines an additional 46 linear feet of 54-inch sewer pipe by other than open cut was added to the project resulting in an increase of \$34,500.00.
5. To replace the 10-foot manhole that was removed at STA 20+89.15 from the project, a new 5-foot diameter fiberglass drop manhole was needed, resulting in an increase of \$98,000.00.
6. Due to the location and condition of the existing 8-inch water line along 38th Street, it was determined that the entire 740 linear feet of the 8-inch water line (including one fire hydrant, valve, tee, and service tap) would be replaced resulting in an increase of \$32,020.00. An additional 35 days is requested for this item.

The change in contract price associated with these changes is detailed below:

- Original contract price: \$20,293,159.95
- Net change of this change order: -\$65,664.00
- Contract price with all approved change orders: \$20,227,495.95

As you are aware, the existing sanitary sewer line that UCA connected to with this project was not within the alignment per the record drawings or design. Therefore adjustments to the alignment had to be made causing delays in the project. An additional 30 days are recommended for this work.

- Original Period 1 contract time: 300 days
- Original Period 1 NTP date: May 19, 2014
- Contract time change with this change order: 65 days
- Contract time with all approved change orders: 365 days
- Revised Substantial Completion Date for Period 1: May 19, 2015

Should you have any questions please do not hesitate to give me a call.

Sincerely,

KIMLEY-HORN AND ASSOCIATES, INC.

Texas Firm Registration No. F-928



Aaron K Rader, P.E.

Copy to: City of Lubbock: Wood Franklin, P.E., John Turpin, P.E., Josh Kristinek
UCA: Ty Lane
Walker RPR Services: Ricky Walker, Mark Perry
Kimley-Horn: Jeff James, P.E.

K:\FTW_Uilities\063126015-SLSSE Ph1 BPB CCA\RFI-CHG ORD\Change Order\#1\Change Order 1 KHA Letter.docx

Utility Contractors of America, Inc.

5805 CR 7700
Lubbock, TX 79424
(806) 863-2642

To: Kimley-Horn and Associates
Attn: Aaron Rader

From: UCA
Date: December 4, 2014

Project: South Lubbock Sanitary Sewer Extension - Phase 1

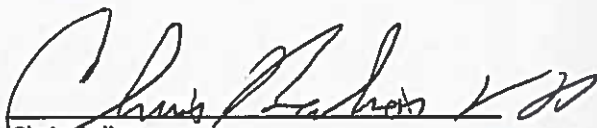
Contractor's Request to Change

Changes: UCA is respectfully requesting to change the proposal to include the following items.

Description	Quantity	Unit	Unit Cost	Total
Install a drop manhole in lieu of Items 30 & 31	1	EA	\$98,000.00	\$98,000.00
Delete Item 30 - 10' Manhole	-1	EA	\$130,000.00	(\$130,000.00)
Delete Item 31 - Vortex Flow Insert	-1	EA	\$100,000.00	(\$100,000.00)
Install 8" water line to replace leaking line @ 38th St	740	LF	\$40.00	\$29,600.00
Install Fire Hydrant	1	EA	\$820.00	\$820.00
Install 6" Gate Valve & Box	1	EA	\$550.00	\$550.00
Install 8x6 Tee	1	EA	\$310.00	\$310.00
Install 1" Service Tap	1	EA	\$740.00	\$740.00
54" Tunnel under gas line @ 38th & MLK	46	LF	\$750.00	\$34,500.00
Delete Trench Safety	-46	LF	\$4.00	(\$184.00)
Add 65 days to Contract Time				
leaking water line replacement	35	Days		\$0.00
alignment & low issues @ beginning of job	30	Days		\$0.00

Total: **(\$65,664.00)**

Date: _____


Chris Balios
UCA

Accepted: _____

Signature: _____

Date: _____

Title: _____

Cost to install 5' Drop Manhole @ Sta 20+89

Labor & Equipment	51,663.50
Materials	33,547.71
Profit & Overhead	12,781.68
Total	97,992.89

Material Prices

Associated Fiberglass

Station 20+89	1	7,101.03	7,101.03

Hobas

P54-25-0072-FP-FWCE-PE	20	158.25	3,165.00
54"x36" FWC Tee, 1M w/Stub (623-53)	1	6,305.00	6,305.00
24" Pipe	30.15	55.00	1,658.25
Closure-SS-24	2	715.00	1,430.00
24"x24" FWC Tee, 0 Miter (623-54)	1	1,879.00	1,879.00
24"x24" FWC Elbow, 3 Miter (623-55)	1	2,355.00	2,355.00

South Plains Concrete

Manhole, Tee Base, 54" Bend	1	3,750.00	3,750.00

O'Tool

32" Pamrex "Sanitary Sewer" Ring & Cover	1	640.00	640.00
Ram-Nek Sealant	1	16.35	16.35
Pipe Lube	1	12.00	12.00

Lone Star Dirt & Paving

Crushed Concrete	72.68	6.00	436.08

S&T Materials

2sk Stabilized Base	24	60.00	1,440.00
2sk Stabilized Base	48	60.00	2,880.00
2sk Stabilized Base	8	60.00	480.00

TOTAL MATERIALS	33,547.71

CHANGE OR EXTRA WORK ORDER NO. 1

PROJECT DESCRIPTION: South Lubbock Sanitary Sewer Extension Phase 1, Bid Package B
KHA Project No.: 063126015
OWNER: City of Lubbock
CONTRACTOR: UCA
ORIGINAL CONTRACT AMOUNT: \$20,293,159.95
REVISED CONTRACT AMOUNT PER
CHANGE ORDER No. 1: \$20,227,495.95

CHANGE OR EXTRA WORK TO BE PERFORMED

Item No.	Approx. Quantity	Description of Item	Unit Price	Decrease in Contr. Price	Increase in Contr. Price
30	(1)	10-Foot Diameter Sanitary Sewer Manhole	\$130,000.00	(\$130,000.00)	
31	(1)	Vortex Flow Insert - Line A Sta. 20+89.15	\$100,000.00	(\$100,000.00)	
41	(46)	Trench Safety System	\$4.00	(\$184.00)	
74	46	48-Inch Fiberglass Sewer Pipe (SN 46) by Other Than Open Cut	\$750.00		\$34,500.00
75	1	5-ft Dia Fiberglass Drop Manhole at STA 20+89.15	\$98,000.00		\$98,000.00
76	1	Replace 8" Water Line on 38th Street	\$32,020.00		\$32,020.00
	740	8" C900 PVC Water Line	\$40.00		\$29,600.00
	1	Installation of Standard Fire Hydrant	\$820.00		\$820.00
	1	Installation of 8" Gate Valve and Box	\$550.00		\$550.00
	1	Installation of 8"x6" Tee	\$310.00		\$310.00
	1	1" Service Tap	\$740.00		\$740.00
Total Increase in Contract Amount:					\$164,520.00
Total Decrease in Contract Amount:				(\$230,184.00)	
Net Change in Contract Amount:					(\$65,664.00)
Percent of Contract Value This Change Order:					-0.32%
Amount of Previous Change Orders:					\$0.00
Total Amount of All Change Orders					(\$65,664.00)
Percent of Contract Value All Change Orders:					-0.32%
Revised Contract Amount:					\$20,227,495.95
Original Period 1 Contract Time					300
Net Change in Contract Time of Completion:					65
Revised Contract Time of Completion:					365

**City of Lubbock, TX
Capital Project
Project Cost Detail
January 22, 2015**

Capital Project Number:	92178
Capital Project Name:	<u>South Lubbock Sanitary Sewer System Expansion Phase I</u>

	Budget
<i>Encumbered/Expended</i>	
Kimley Horn, Contract 9065	\$ 996,010
Kimley Horn Contract 9065 Amendment 1	78,000
Merryman Excavation Contract 10282 - Bid Package A	1,399,363
Merryman Excavation Contract 10282 Amendment 1	14,783
Advertisement and Bid Cost	376
City of Lubbock Staff cost	116,898
Kimley Horn Contract 9065 Amendment 2-Bid Package B Design	1,094,110
Utility Contractors of America - Contract 11709	20,293,160
Kimley Horn Construction Phase Services	1,075,200
Land Acquisition / Surveying	37,758
Sewer System Capital Improvements	22,275
Lubbock Power and Light	33,582
 <i>Agenda Item: January 22, 2015</i>	
UCA Contract 11709 Change Order 1	(65,664)
<i>Encumbered/Expended to Date</i>	25,095,851
 <i>Estimated Costs for Remaining Appropriation</i>	
Sewer Line Construction	1,804,149
<i>Remaining Appropriation</i>	1,804,149
 Total Appropriation	\$ 26,900,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design and construction of large diameter sewer mains in South Lubbock necessary to abandon a temporary lift station located at 98th street and Avenue P as recommended by the Sewer Collection System Master Plan. The project addresses large diameter sewer mains necessary to service recently and proposed annexed areas in South and Southwest Lubbock.

Project Justification

The project includes installation of large diameter sanitary sewer interceptors for the expansion of the existing sanitary sewer system as determined by the Sewer Collection System Master Plan. The project relieves the surcharge of sewer mains currently servicing multiple sewer sheds in South Lubbock and helps alleviate potential sewer overflows.

Project History

\$1.0 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.

\$10.0 million was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.

Reduced funding by \$7.0 million in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.

\$13.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.

Reduced funding by \$4.5 million in FY 2010-11 Budget Amendment No. 9, Ord. No. 2011-O0037, April 28, 2011.

Reduced by \$8.5 million per Chief Operating Officer.

\$6.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

\$16.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

\$400,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

<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	25,500,000	400,000	0	0	0	0	0	25,900,000
Design and Engineering	1,000,000	0	0	0	0	0	0	1,000,000
Total Project Appropriation	26,500,000	400,000	0	0	0	0	0	26,900,000



Regular City Council Meeting

5. 8.

Meeting Date: 01/22/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-O0003 abandoning and closing a five foot wide public access easement located on Lot 989, Lakeridge Country Club Estates, 9100 Vicksburg Avenue, Lubbock, Texas.

Item Summary

On January 8, 2015 the City Council approved the first reading of the ordinance.

The easement is no longer required due to the two lots being combined into one. All utility companies are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Lakeridge

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 5-FOOT WIDE ACCESS EASEMENT LOCATED ON LOT 989, LAKERIDGE COUNTRY CLUB ESTATES, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2015.

Passed by the City Council on second reading this _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



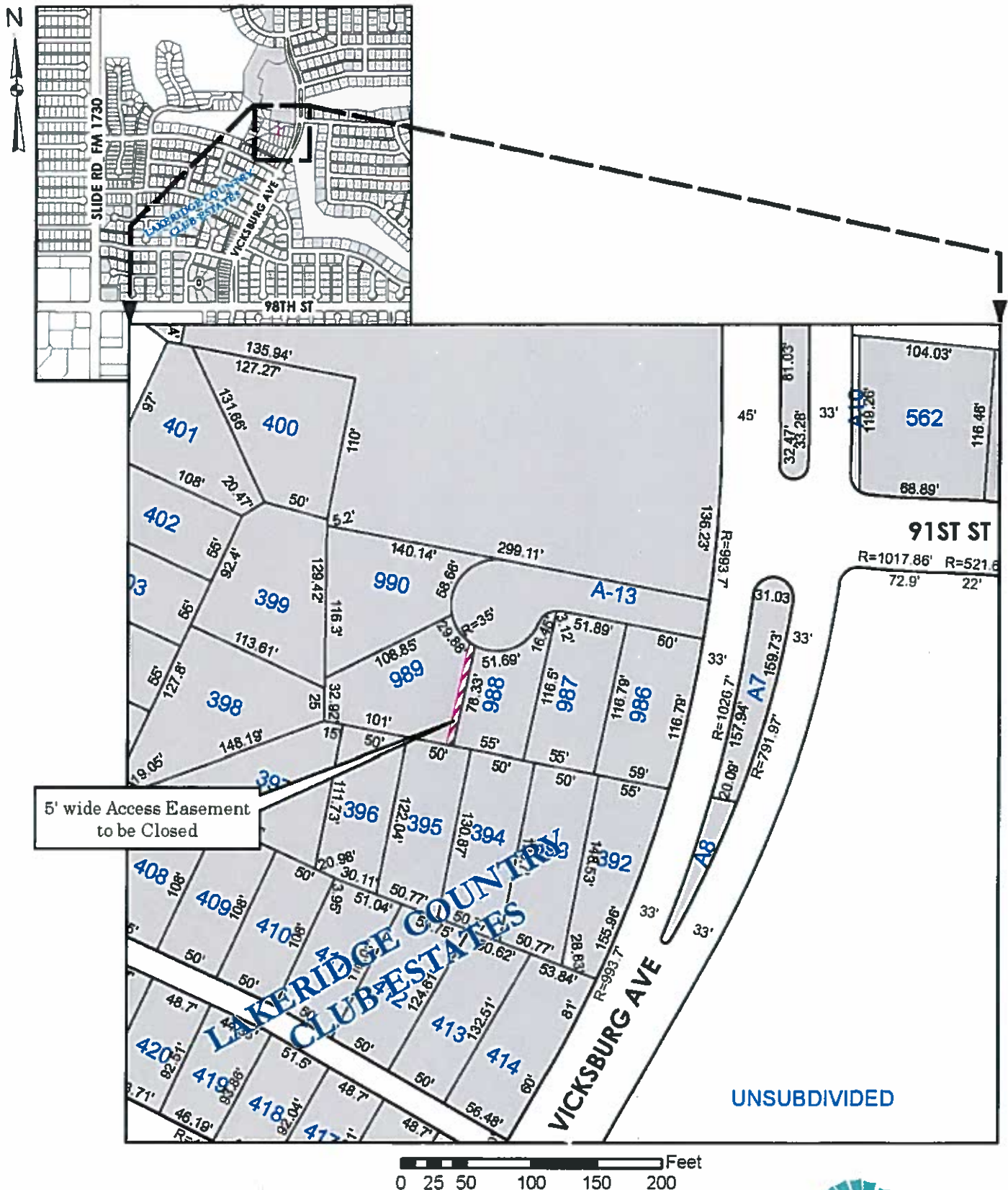
Chad Weaver, City Attorney

A&C-Access Easement-Lakeridge, Lot 989.ord
12.2.14

Exhibit “ A “

The access easement located along the East 5-foot of Lot 989, Lakeridge Country Club Estates Addition to the City of Lubbock, Lubbock County, according to the map, plat and/or dedication deed thereof recorded in the office of the County Clerk of Lubbock County, Texas, Volume 7701 Page 172

Proposed Closing of a 5' wide Access Easement
Located in Lot 989, Lakeridge Country Club Estates Addition



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





Regular City Council Meeting

5. 9.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 11852 with Demattei Wong Architecture, Inc. for consultant services for the consolidated rental car facility at Lubbock Preston Smith International Airport, RFQ 14-11852-TS.

Item Summary

Lubbock Preston Smith International Airport has six car rental companies serving the traveling public. The current service facilities consist of metal buildings of various sizes and colors that are aged and unattractive. The current ready/return car lot has only 154 parking spaces. The optimal number of ready/return spaces to efficiently accommodate the local industry is approximately 350 to 400. A consolidated facility would house all rent cars into one location containing wash areas and fuel stations.

The contract will provide the following:

- Assist with strategic planning.
- Assist with concept development, alternatives, and implementation.
- Facility requirements, locations, configuration, etc.
- Operational/Planning – Capital Improvement Ownership/Operation/Maintenance; Transportation System-Ownership/Operation/ Maintenance; other Operational Issues.
- Schedule Development.
- Revenue and financial feasibility consulting, analysis, and recommendations.
- Produce complete plans and specifications.
- Assist with competitive bidding process administered by the City of Lubbock Purchasing Department.
- Provide complete construction phase services and project close out.
- Proximity of new facilities, services, and structures to terminal, to include walking distances, busing or shuttle options, customer preferences, best practices, etc.
- Parking space requirements, allocation.
- Quick Turn Area (QTA) requirements.
- Property and facility integration and optimization.
- Roadway recommendations, logistics, and signage analysis and recommendations.
- Fuel and fuel system facilities, operations, and storage.
- Security issues, concerns, solutions.
- Transition and phasing from existing operations and facilities to new facilities with minimal disruption to passenger flow and overall customer service.

A Request for Qualifications was generated and five firms submitted Statement of Qualifications. An evaluation committee reviewed the qualifications based on the following criteria: Project Team Organization (35%), Experience on Similar Projects (35%), Project Approach (20%), and Overall Responsiveness to the RFQ (10%). The committee ranked the firms as follows:

Company	Score
Demattei Wong Architecture, Inc. of Dallas, TX	403
PGAL of Houston, TX	310
Coover Clark of Denver, CO	300
Conrac Solutions of Seattle, WA	293
Leo A. Daly of Dallas, TX	267

Staff has successfully negotiated a contract with Demattei Wong Architecture, Inc. for the consultant services for the consolidated rental car facility at Lubbock Preston Smith International that are not to exceed \$408,725. The amount of time proposed for completion of this project is five years. Demattei Wong Architecture will provide broad, strategic advice on the development of the facility. They will also assist with the development and implementation of a financial plan for funding the facility and assist with bid documents for the construction of the facility. Demattei Wong Architecture will work effectively with other entities to ensure the facility will be efficient, effective, functional, customer service oriented, financially sound, aesthetically pleasing and environmentally friendly.

Fiscal Impact

The professional services fee for Task 1 – Feasibility Study is \$408,725 and will be paid from the Customer Facility Charge fund. This fund is reserved exclusively for rental car needs.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution & Contract - Demattei Wong

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, Professional Services Contract for consultant services for the development of a consolidated rental car facility at Lubbock Preston Smith International Airport by and between the City of Lubbock and Demattei Wong Architecture, 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:



Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Prof Serv Contract-Demattei Wong Architecture
1.6.15

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 22nd day of January 2015, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and Demattei Wong Architecture, Inc. ("Consultant"), a California corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, City desires to obtain consultant services for the development of a consolidated rental car facility at Lubbock Preston Smith International Airport; and

WHEREAS, Consultant has a professional staff experienced and qualified to provide professional consulting services related to the project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and Consultant to be a fair and reasonable price; and

WHEREAS, City desires to contract with Consultant to provide professional consulting services related to the consolidated rental car facility and Consultant desires to provide services related to same.

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

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and shall be effective for five (5) years, unless otherwise terminated or extended pursuant to the terms contained herein. If Consultant determines that additional time is required to complete the services, the City Manager, or his/her designee, may extend the Agreement to grant up to an additional one year of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in any increase in the consideration must be approved by City, acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. Consultant shall conduct all services as set forth in the Scope of Services in Exhibit "A" attached hereto ("Services").

B. Consultant shall receive as consideration to be paid for the performance of Services, as set forth herein (Exhibit "A"), an amount not to exceed FOUR HUNDRED EIGHT THOUSAND SEVEN HUNDRED TWENTY-FIVE AND No/100 DOLLARS (\$408,725.00).

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

B. Corporate Power. Consultant has the corporate power to enter into and perform under Agreement all Services contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Agreement and the Services contemplated hereby have been duly and validly authorized by all the requisite

corporate action on the part of Consultant. This Agreement constitutes legal, valid, and binding obligations of the Consultant and is enforceable in accordance with the terms thereof.

D. Consultant. Consultant maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with all laws, rules, and regulations (local, state, and federal) including, without limitation the applicable laws, regarding the Services contemplated hereby.

E. Performance. Consultant shall conduct all Services contemplated by this Agreement in accordance with the standard of care, skill, and diligence normally provided by a professional person in performance of similar professional consulting services, and comply with all applicable laws, rules, and regulations (local, state, and federal) relating to professional consulting services, as contemplated hereby.

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

G. Consultant warrants that it shall perform the Services in accordance with the standards of care and diligence normally practiced by recognized consulting firms in performing services of a similar nature. If, during the six-month period following the earlier of completion or termination of the Services it is shown there is an error in the Services caused solely by Consultant's failure to meet such standards, and City has promptly notified Consultant in writing of any such error within that period, Consultant shall perform, at Consultant's cost, such corrective consulting services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

Consultant shall accomplish Professional Consulting Services related to the project described in the Scope of Services ("Exhibit "A").

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

Consultant and City agree that Consultant shall perform the duties under this Agreement as an independent contractor and shall be considered as an independent contractor under this Agreement and/or in its Services hereunder for all purposes. Consultant has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, Consultant and Consultant's employees and/or subconsultants, will not be considered, for any purpose, employees or agents of the City within

the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury, or taxes of any kind.

ARTICLE VIII. INSURANCE

Consultant shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

Consultant shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of Consultant to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for professional liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

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

Workers Compensation:

\$500,000

Consultant shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, professional liability coverage, as specified above for Consultant, protecting City against direct losses caused by the professional negligence of the approved subcontractor or subconsultant.

City shall be named as additional insured with respect to the automobile liability and commercial general liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. Consultant shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be provided along with the Certificate. The additional insured endorsements shall include products and complete operations. Copies of all endorsements are required.

Consultant shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Consultant shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Consultant maintains said coverage. Consultant may maintain occupational accident and disability insurance in lieu of worker's compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Consultant shall additionally provide City with a certificate of insurance coverage that includes an Extended Reporting Period endorsement for the coverage required hereunder ("Tail-type Coverage") that extends, subject otherwise to the terms of the policy, the reporting period for claims made under the policy for a period of ten (10) years after the expiration of the policy.

If at any time during the life of the Agreement or any extension hereof, Consultant fails to maintain the required insurance in full force and effect, Consultant shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

Consultant may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"); to perform certain duties of Consultant provided that City approves the retaining of Subconsultants. Consultant is at all times responsible to City to perform the Services as provided in this Agreement and Consultant is in no event relieved of any obligation under this Agreement upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by Consultant shall be required to carry, for the protection and benefit of City and Consultant and naming said third parties as additional insured's, insurance as described above in this Agreement.

ARTICLE X. INDEMNITY

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

PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XI. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XII. NOTICE

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

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

Mr. Wesley Wong Jr., AIA
Principal
Demattei Wong Architecture, Inc.
1350 Manufacturing Street, Suite 210
Dallas, TX 75207
Telephone: (214) 370-0044
Facsimile: (214) 370-0077

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

Ms. Kelly Campbell
Executive Director of Aviation
Lubbock Preston Smith International Airport
5401 N. MLK Blvd., Unit 389
Lubbock, Texas 79403
Telephone: (806) 775-3126
Facsimile: (806) 775-3133

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

ARTICLE XIII. CITY-PROVIDED DATA

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

ARTICLE XIV. MISCELLANEOUS

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

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

C. Records. Consultant shall maintain records that are necessary to substantiate the Services provided by Consultant.

D. Assignability. Consultant may not assign this Agreement without the prior written approval of City.

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

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

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

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

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

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

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

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

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

N. Extent of Responsibility. Consultant does not guarantee that proposals, bids or actual project costs will not vary from Consultant's opinions of probable cost or that actual schedules will not vary from Consultant's projected schedules. Consultant shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the project; (2) the failure of any contractor, sub-contractor, vendor, or other project participant, not under contract to Consultant, to fulfill contractual responsibilities to City or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to Consultant in Exhibit "A."

O. Unforeseen Circumstances. Except for City's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Consultant shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement 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:



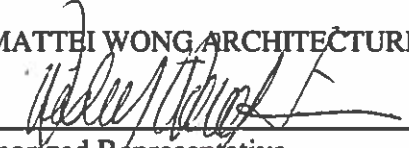
Kelly Campbell,
Executive Director of Aviation

APPROVED AS TO FORM:



Mitch Satterwhite,
First Assistant City Attorney

DEMATTEI WONG ARCHITECTURE, INC.

BY 

Authorized Representative

WESLEY WONG

Print Name

1350 MANUFACTURING PT #210

Address

DALLAS, TEXAS 75207

City, State, Zip Code



EXHIBIT "A"
SCOPE OF SERVICES
FOR CONSOLIDATED RENTAL CAR FACILITY

Scope of Services

The scope of services includes Task 1-Feasibility Phase (Programming, Concepts, and Financial Feasibility). Details on the scope of services are as follows:

Task 1 - Programming/Concept Design/Financial Feasibility

Task 1A - Program Development and Analysis

A. Logistics

1. Kickoff Meeting

DWA will attend a meeting with the appropriate airport staff, the Rental Car Industry, and the planning team for an introduction to the stakeholders and to discuss the project scope, project tasks, and project schedule.

2. Data Collection

The data collection process will be limited to a review of existing plans and studies including:

- Airport Master Plan
- All previous Consolidated Rental Car Facility (ConRAC) Planning Documents
- Project Site Utilities, Survey, Topographical Survey
- Existing Rental Car Industry ready/return, service center sites, and quick-turnaround layouts.
- Other information as identified by the airport staff

B. ConRAC Program Development

After review of the airport's planning documents, the proposed approach will utilize, complement and enhance the initial efforts performed by the airport. The Program Development effort will focus on developing and justifying the program requirements and establishing site configuration(s) through Program Development and Conceptual Design.

1. Program Development

The Program Development task will produce a working document, which develops and describes the operating and support requirements for the proposed ConRAC. The forecast periods will be estimated, analyzed and justified to establish the minimum spatial requirements for each component of the new ConRAC to meet current day and future requirements. Critical project elements, based on generally accepted design criteria, will be identified for each component of the ConRAC for both proposed and future requirements.

The programming effort will consist of 3 elements as described below:

1. Questionnaire Document

After reviewing the existing programmatic information, it is prudent to compile data from each rental car agency to verify the accuracy of the information and interpolate the design capacities for a shared, consolidated on-airport operation.

Through the use of the questionnaire and subsequent interviews with the Rental Car Agencies (RACs), the base information will be reviewed and analyzed to establish the basis for the program component document.

2. Program Component Document

The Program Component Document will be used as the foundation for the development of the architectural program and will form the basis from which the conceptual functional models are produced.

3. Program Space Requirements Document

The Program Space Requirements document will be utilized during the preparation of the conceptual design studies and will identify programmatic requirement square footages.

After compiling the questionnaires, reviewing and analyzing the collective data, DWA will establish, based on current demands, a 10-year forecast demand, a 15-year forecast demand, and a 20-year forecast demand.

2. Project Definition Report (PDR)

The Program Component Definition Phase will enhance and develop the required Project Phases and Scope of Work required locating, designing and producing a project budget. It will utilize all previous research and studies performed and prepared by the airport.

1. Data Review

- DWA shall review relevant data, including all information established and presented in the Kick-off Meeting and any studies previously prepared by the airport or consultants.
- DWA shall identify additional information that may become available for review and discuss what additional information will be needed to complete the preliminary design report.

2. Confirm Project Objectives

- Prepare a summary of project values, goals and objectives as identified and/or modified under this task and submit to the airport for review, comment and approval.

3. Program Development

- The Program Development Task establishes the general program components and identifies the Rental Car Industry's needs and requirements. The main functional components may include the Customer Service Building (CSB), the Ready/Return areas and facilities (R/R), and the Quick Turnaround Facilities (QTA), the Customer Service Plaza (CSP) and possible Staging/Storage areas (SS).

DWA shall establish the baseline program requirements for the ConRAC. The baseline program describes the operating and support requirements and identifies critical program elements, based on generally accepted design criteria, for each project component including:

- The Customer Service Building (CSB) consists of those components relating to the rental transaction process. They include the Rental Counters/Retail

Spaces, Common Customer Lobby Area(s), Back Office Areas and Support Areas, and the Customer and employee amenities.

- The Ready/Return Area (R/R) and Facilities includes Ready and Return car areas, Customer Service/Security Kiosks, and Support Facilities.
- Quick Turnaround Facilities (QTA) includes Fueling, Car Wash Facilities, Employee Amenities, Administrative Support Areas, Possible Third Party Operator, Light Maintenance Areas, Systems and Building Support Areas, and Vehicle Storage and Stacking Spaces.

DWA shall analyze and justify the forecast periods to confirm the future projected requirements and establish minimum spatial requirements for the new ConRAC.

DWA shall develop a final design program for the facility including projected stall and lobby/counter capacities, associated spatial requirements, and functional and operational descriptions and needs.

C. Analysis

1. Site Analysis

Numerous sites will be analyzed and major challenges and issues will be identified and addressed; such as access, ingress/egress, pedestrian flow, utilities, and traffic flow.

2. Operational Models Analysis

DWA will develop alternative operational models that are appropriate for the program and the rental car industry's operations. Specific characteristics of each operational model will be identified and analyzed as it pertains to the specifics of the ConRAC project.

TASK 1B – Concept Design

The Concept Design Task will complement and enhance the Program and Analysis subtasks by further defining and developing the site and the functional operations of the ConRAC. This task establishes the functional relationships between the principal ConRAC components, defining the overall site circulation of all modes of vehicular movements and addressing any future expansion areas.

DWA will utilize the unique Interactive Design Process (IDP) for the ConRAC project. The IDP is the method through which all design directions and decisions will be made. The process encourages equal interaction from all parties involved in the process through a structured setting to allow design input from all participants. It represents a series of charettes or participatory work sessions which occur over a specific period of time. Participants in the IDP include the airport staff, the Rental Car Agencies, and the design team. The IDP for concept design consists of planned meetings with specific objectives.

Meetings – Concepts, Refined Concepts, Preferred Concept

DWA will develop and review multiple concepts which reflect the programmatic requirements developed during the program verification phase. Sketches, plans and stacking diagrams will be utilized by DWA. The schemes will be divided into several operational families as necessary. Through the collaboration of the stakeholders and design team, several concepts will be selected to be further developed.

The next step will be to further develop the selected concepts based on all challenges and issues which the stakeholders identified. DWA shall study and develop options for maximum site utilization with projected site and facility capacities for each option. DWA shall further analyze site grading and drainage, traffic circulation, ingress/egress options, site layout options, interior roadways and quick turnaround facility layouts and their effects on site design. DWA shall generate building alternatives by studying massing, orientation and structured parking options through the use of drawings, sections, and stacking diagrams. Through the collaboration of the stakeholders and design team, a preferred concept will be selected to be further developed.

Program Definition Report

DWA will prepare a Project Definition Report which documents the Programming and Concept process, to include the program development and analysis task and the concept design task. The report will include an executive summary of the process from programming through concept design, a summary of all the meetings, and a conclusion, accompanied by developed plans reflecting the schemes. The final draft document will represent the conclusion of the Programming/Concept scope of work.

TASK 1C – Financial Feasibility

Ricondo & Associates ("R&A") shall provide consulting services to Demattei/Wong Architecture to assist and support Airport management and staff and to provide recommendations, for the development and implementation of new rental car facilities and a concurrent rental car concession program at the Airport. These services shall include; determining the financial feasibility of the development of new rental car facilities at the Airport, determining the sizing requirements of the CFC, and assisting with the development of business terms for the necessary agreements with the Airport's rental car concessionaires. R&A will assist the Airport with the development of its policies and objectives and implementation strategies, and will advise and support the Airport and DWA with the presentation of information to and receipt of information from the rental car companies in a clear, concise and cohesive manner. R&A will ensure that the physical planning, business planning and financial planning aspects associated with the project are coordinated throughout. Services shall include, but not be limited to, the following:

General Services

- Participate as a member of the Airport's team directing the planning and development of new rental car facilities.
- Plan, coordinate, and attend, with DWA and the Airport, meetings with the rental car concessionaires and Airport staff and consultants throughout the feasibility, planning and implementation phases.
- Assist with the development of meeting agendas and probe participants in advance to improve preparedness and to resolve administrative matters.
- Advise the Airport on current best practices and rates for CFC's at other airports; assist with the determination of the methodology and rate structure of the CFC for purposes of funding the rental car facility improvements.
- Advise the Airport concerning anticipated actions and reactions of the rental car companies.

- Assist Airport staff with coordination of the development of legal documentation with the Airport's legal counsel.
- Provide assistance and advice to the Airport concerning on-going operational and business matters as directed.

1. Strategic and Feasibility Planning

- Assist Airport management with determination of strategic business, finance, and policy objectives for the rental car concession program in connection with the new rental car facilities to be developed.
- Develop scenarios relating to project affordability and CFC-backed debt capacity.
- Develop CFC sizing model and make recommendations regarding sizing and timing of CFC rate changes if necessary, based upon debt capacity analysis and design team's rough-order-of-magnitude project cost estimates.
- Attend meetings with Airport staff; attend meetings with rental car industry.

2. Project Design Phase

- Attend and participate in programming and planning meetings with the Airport, design team, and RAC Industry.
- Develop a sources and uses financial cash flow model for CFC revenues and other revenues to continually assess the financial feasibility of developing new rental car facilities.

3. Business and Financial Terms Development and Implementation

- Develop business terms for the new concession program, including concession and lease agreements, and if applicable, any Airport-provided financing.
- Provide current best practices for similar projects at other comparable airports.
- Provide support to Airport with the presentation and discussion of business and finance terms with the RAC industry.
- Support DWA with initial facility space allocation and re-allocation scenarios.

4. Participant Selection Process

- Recommend process for selection of RAC concessionaires and bid specification terms.
- Assist with development and review of concession bid documents and other necessary agreements relevant to the development of the facilities and the implementation of the rental car concession program; provide samples of relevant documents from other airports; advise and provide information on industry best practices at other relevant airports.
- Prepare with staff and attend RAC industry meetings and pre-proposal conference(s).
- Debrief with staff after meetings.
- Review RAC questions and comments on bid specification documents and recommend Airport responses.

5. Post-Participant Selection Phase

- Coordinate compliance with participant selection process terms and Airport policies as facility designs are finalized and space allocations are determined.
- If applicable, provide current best practices and recommendations regarding operation and maintenance of the new facilities. If requested, develop specifications and assist with the process to select a contractor to manage the new facilities, including the fueling system.

Fee Proposal Summary

The DWA Team proposes to produce the scope of services for the following lump sum fee by task:

1. Task 1A – Program & Site Development - \$104,881
2. Task 1B – Concept Design - \$162,364
3. Task 1C – Financial Feasibility - \$116,480

4. Total Fee:

Professional Services	\$383,725
<u>Reimbursables</u>	<u>\$25,000</u>
Total Fee	\$408,725



Regular City Council Meeting

5. 10.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute an Amendment to contract 11730 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG) to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

Item Summary

The source for this contract is a pass through grant from TDHCA. The final amount allocated to the City of Lubbock for FY 2014 is \$366,059. The first contract amount of \$100,437 was appropriated and accepted by City Council at their meeting on February 13, 2014. The first amendment, which allocated the remaining \$265,622, went before the City Council on June 12, 2014 bringing the total for the contract to \$366,059. The second Amendment is an extension of the grant's end date to April 30, 2015.

The amendment is an electronic signature contract. The period for performance of this contract is January 1, 2014, and extended through April 30, 2015.

Fiscal Impact

The maximum amount to be allocated from the CSBG for this program is \$366,059.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

CSBG Resolution

CSBG Amendment

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Amendment to a Contract, by and between the City of Lubbock and Texas Department of Housing and Community Affairs, for the Community Services Block Grant to provide assistance to reduce poverty, and all related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

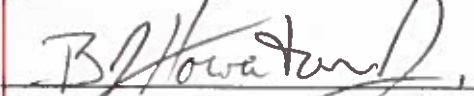
Passed by the City Council this _____, 2015

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

CDBG-Texas Dept of Housing & Comm Affairs
1.7.15

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS
AMENDMENT NO. 2 TO CONTRACT NUMBER 61140001832
FY 2014 COMMUNITY SERVICES BLOCK GRANT PROGRAM (CFDA#93.569)

This Amendment Number 2 to Community Services Block Grant Program Contract Number 61140001832 by and between the Texas Department of Housing and Community Affairs ("Department"), a public and official agency of the State of Texas, and City of Lubbock ("Subrecipient"), a political subdivision of the State of Texas, hereinafter collectively referred to as "Parties", is executed to be effective on January 01, 2015.

RECITALS

WHEREAS, the Department and Subrecipient, respectively, executed that Community Services Block Grant Program Contract Number 61140001832 to be effective on January 1, 2014 ("Contract"); and

WHEREAS, the Parties desire to amend the Contract in the manner provided herein below.

AGREEMENTS

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

SECTION 1.

Section 2, Contract Term, of this Contract is hereby amended and replaced in its entirety to read as follows:

"Section 2, Contract Term This Contract shall commence on January 01, 2014, and, unless earlier terminated, shall end on April 30, 2015 (herein the "Contract Term")."

SECTION 2.

All of the remaining terms of the Contract shall be and remain in full force and effect as therein set forth and shall continue to govern except to the extent that said terms conflict with the terms of this Amendment. In the event this Amendment and the terms of the Contract are in conflict, this Amendment shall govern, unless it would make the Contract void by law.

SECTION 3.

Each capitalized term not expressly defined herein shall have the meaning given to such term in the Contract.

SECTION 4.

This Amendment may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which together shall constitute one agreement binding on Parties, notwithstanding that all the Parties shall not have signed the same counterpart.

SECTION 5.

If any of the Parties returns a copy by facsimile machine or electronic transmission, the signing party intends the copy of its authorized signature printed by the receiving machine or the electronic transmission to be its original signature.

SECTION 6.

By signing this Amendment, the Parties expressly understand and agree that its terms shall become a part of the Contract as if it were set forth word for word therein.

SECTION 7.

This Amendment shall be binding upon the Parties hereto and their respective successors and assigns.

SECTION 8.

This Amendment shall be effective and memorializes an effective date of January 01, 2015.

AGREED TO AND EFFECTIVE BY: **January 01, 2015**

SUBRECIPIENT:

City of Lubbock
a political subdivision of the State of Texas

By:

Title:

Date:

DEPARTMENT:

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

By:

Title: Its duly authorized officer or representative

Date:



Regular City Council Meeting

5. 11.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 12174 a license agreement with the YWCA of Lubbock for use of open space in Leftwich Park.

Item Summary

The YWCA of Lubbock conducts a summer camp and provides after school and other activities for children at their Sun N Fun Pool location at 60th and Elgin. This license agreement will allow the YWCA to use the open space and playground in Leftwich Park for the supervision and education of minor children as a part of their programming.

The term of the license agreement is 5 years with 3 additional successive option periods of 5 years each.

The City has allowed YWCA to conduct activities in Leftwich Park for many years.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Agreement - Leftwich Park

YWCA Exhibit A

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 License Agreement by and between the City of Lubbock and YWCA, a non-profit corporation, for use of open space in Leftwich Park, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

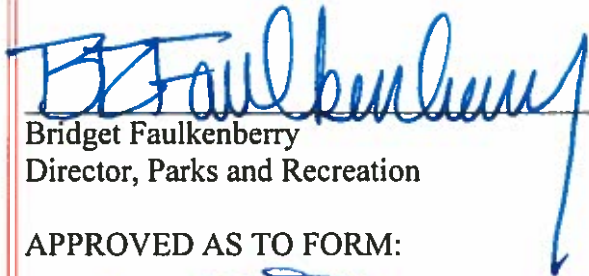
Passed by the City Council this _____ 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

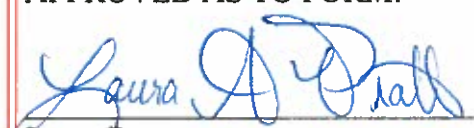
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Bridget Faulkenberry
Director, Parks and Recreation

APPROVED AS TO FORM:



Laura Pratt
Assistant City Attorney

LICENSE AGREEMENT

This License Agreement (the "Agreement") is entered into on this ____ day of _____, 2014, between the City of Lubbock, Texas (the "City"), a Texas Home Rule Municipal Corporation, and the YWCA of Lubbock, Texas (the "YWCA"), a non-profit corporation.

RECITALS

WHEREAS, the YWCA desires to use the open space and playground in Leftwich Park, a park owned and operated by the City (the "Park") to conduct activities for the summer camp and other outdoor activities operated by the YWCA for the supervising and education of minor children (the "Activities"); and

WHEREAS, it is the belief of the City and the YWCA that said use of the Park would be beneficial to the citizens of the City of Lubbock; and

WHEREAS, the YWCA desires to utilize the playground and open space for purposes of the Activities on that certain real property described on Exhibit "A" attached hereto (the "Lands"), including the ability to set up tents, tables and chairs.

NOW THEREFORE, the City and the YWCA agree as follows:

ARTICLE I

License

Section 1.01. License. In consideration of the mutual covenants and agreements of this Agreement, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this Agreement, a license on and over the Lands to the YWCA, for the sole purpose of conducting the Activities on the Lands.

Section 1.02. Term. The term of this license is five (5) years beginning on the date of the execution of this Agreement by the City, and ending on the fifth anniversary of such date (the “Primary Term”), unless terminated sooner as provided in this Agreement.

For the consideration herein expressed, the City is hereby granted an option to extend the term of this Agreement, upon identical terms and conditions of this Agreement, for three (3) additional successive option periods of five (5) years each (the “Option Period”).

This Agreement shall terminate without further notice when the Primary Term or Option Period, whichever is applicable as specified in Section 1.02 expires, and the YWCA shall immediately vacate the Lands. Any holding over by the YWCA after that term expires, except as provided otherwise in this Agreement, shall not constitute a renewal of this Agreement, or provide the YWCA any rights whatsoever under this Agreement and/or to the Lands.

ARTICLE II *Improvements and Use of Lands*

Section 2.01. Construction. No construction of any permanent structures, improvements, buildings or fixtures or of any type or kind, including, but not limited to, additions or alterations to existing structures by the YWCA, shall be permitted.

Section 2.02. Use of Lands. The YWCA may utilize the Lands in accordance with the Agreement for the purposes of the Activities. Such utilization includes the use of playground equipment and open space located on the Lands. The YWCA shall be solely responsible for the use, condition, losses, and risks associated with any equipment owned the YWCA, including, but not limited to, toys, play or sports equipment, tools, temporary shelters, tents, chairs, or tables in the YWCA’s operation of the Activities contemplated by the Agreement.

Section 2.03 Permits. The YWCA shall be solely responsible for, and shall be required to, obtain any and all permits required by federal, state or local law in conducting the Activities. Such permits shall include, but not be limited to, food establishment permits, zoning permits, and day camp or day care licensing permits.

Section 2.04. Use of Temporary Shelters and/or Tents. The YWCA is permitted to utilize tents or other similar type of temporary shelter on the Lands solely for the purposes of conducting the Activities contemplated by this Agreement. The YWCA shall get approval from the City on the type, location, and number of such tents or temporary shelters to be utilized prior to building, locating, or using such tents or temporary shelters on the Lands.

Section 2.05. Restoration and Maintenance of the Lands. The YWCA shall be responsible for the retrieval and removal of any and all trash and debris created on the Lands as a result of the Activities. Any such trash and debris shall be disposed in the proper receptacles as provided by the City. The YWCA shall further restore any and all turf that becomes damaged, beyond reasonable wear and tear of such turf, on the Lands by virtue of the Activities and any other activities associated with the YWCA's use of the Lands. The YWCA shall obtain prior approval from the City prior to the YWCA's use of any motor vehicle upon the Lands and shall restore all damaged turf that results from any motor vehicle use on the Lands.

ARTICLE III *Operations of YWCA*

Section 3.01. Access of Public. Entrances to the Lands shall be open to the general public within reasonable hours as designated by the City. The YWCA shall not permit any discrimination in its use of the Lands because of race, color, sex, religion, national origin, physical handicap or disability.

Section 3.02. Utilities. The YWCA shall be responsible for providing and/or furnishing all utilities required for the Activities to the Lands and shall bear any and all expenses of any kind or nature for the providing of same to the Lands and the utilization of same in connection with the use of the Lands. Such utilities shall include, without limitation, water, telephone, electricity, gas, power, sewage disposal and rubbish removal.

Section 3.03. Taxes. The YWCA shall pay and discharge all charges, including without limitation, personal property taxes, gross receipts taxes, general and special assessments, and other charges of similar nature which may be levied or assessed against the Lands pursuant to any activity contemplated by this Agreement, if any.

Section 3.04. Prohibition on Encumbrance. The YWCA shall not encumber any interest in the license granted herein, the Lands and/or this Agreement, in any way, manner, or form, including, but not limited to, by deed of trust, mortgage or any other security instrument.

Further, the YWCA 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 this Agreement 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 YWCA or any contractors or subcontractors of the YWCA.

Section 3.05. Right of Entry—City. Nothing contained in this Agreement shall be construed to prohibit the right of entry by the City, in, on, over and/or across the Lands, at any and all times, and for any and all purposes, and City expressly reserves the right to enter upon the Lands and any and all improvements located thereon, subject to the conditions stated herein, to conduct any and all activities the City deems necessary. The YWCA shall furnish to the City any

and all keys and/or instructions necessary to allow the City's right of entry reserved and/or described herein.

Section 3.06. Control of City. The City shall retain all authority placed in it which is non-delegable. No provision of this Agreement shall be construed as delegating any non-delegable right, power or duty of the City, and in the event of a conflict between this Section 3.06 and any other term or provision of this Agreement, this Section 3.06 shall control and such conflicting term or provision shall be void and of no force and effect.

Section 3.07. Early Termination. The City retains the right to terminate the Agreement at will, for any reason or no reason, by providing written notice to the YWCA. In the event that the YWCA desires to terminate this Agreement, for any reason or no reason, the YWCA may, by providing one (1) year written notice of such termination to the other party, terminate this Agreement.

ARTICLE IV *Insurance, Indemnity and Release*

Section 4.01. Indemnity and Release. THE YWCA SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER, OR THE OMISSION OF THE ACTIVITIES CONTEMPLATED HEREUNDER, 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. THE YWCA 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, ACCRUING 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, THE YWCA SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING THE YWCA'S INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND THE YWCA 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 THE YWCA, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, OF ANY TYPE OF DEGREE, OR FAULT, OF THE CITY, ARISING FROM OR RELATED TO, IN ANY WAY, MANNER,

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 4.02. Insurance. The YWCA shall procure and carry, at its cost and expense through the life of this Agreement insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with this Agreement, including, but not limited to, all aspects, operations and/or occurrences to which the YWCA has indemnified the City, as provided in Section 4.01 hereof. A Certificate of Insurance specifying each and all coverages shall be submitted to the City prior to the execution of this Agreement. The YWCA shall provide to the City proof of the below described insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (i) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (ii) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance.

- A. *Comprehensive General Liability Insurance.* The YWCA shall have comprehensive general liability insurance, with limits of \$1,000,000.00 combined single limit in the aggregate and per occurrence. The City shall be named as an additional insured on a primary and non-contributory basis in such policy.
- B. *Automotive Liability Insurance.* The YWCA and all contractors and/or subcontractors of the YWCA and all contractors and/or subcontractors hired by the YWCA shall have auto liability insurance, with limits of \$1,000,000.00 combined single limit in the aggregate and per occurrence. The City shall be named as an additional insured on a primary and non-contributory basis in such policy.

- C. *Worker's Compensation Insurance.* The YWCA shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, the YWCA shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the YWCA maintains said coverage. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

ARTICLE V

Warranties, Covenants, and Representations of the YWCA

Section 5.01. Existence. The YWCA is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is duly qualified to carry on its business in the State of Texas.

Section 5.02. Power. The YWCA has the corporate power to enter into and perform this Agreement and all activities contemplated hereby.

Section 5.03. Authorization. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of the YWCA.

ARTICLE VI

Events of Default and Remedies

Section 6.01. Default. An "Event of Default" shall exist if any one or more of the following events shall occur:

- (a) Any representation or warranty made by the YWCA in this Agreement shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made;
- (b) The YWCA shall default, in any way, manner, or form, in the performance of any of the covenants, provisions and/or terms of this Agreement;

- (c) The YWCA shall (i) apply for or consent to the appointment of a receiver, custodian, trustee, intervener, or liquidator of itself or of all or a substantial part of its assets, (ii) voluntarily become the subject of a bankruptcy, reorganization or insolvency proceeding or be insolvent or admit in writing that it is unable to pay its debts as they become due, (iii) file a petition or answer seeking reorganization or an arrangement with creditors 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 it before the expiration of thirty (30) days after such judgment becomes final; or
- (d) The YWCA shall default in the payment of any material indebtedness of the YWCA and/or the YWCA.

Section 6.02. Remedies upon Event of Default. If an Event of Default shall have occurred and be continuing, then the City, at its option may (i) declare this Agreement, and all rights and interests created by it, terminated and the YWCA and/or the YWCA shall reimburse the City any and all sums provided by the City to the YWCA and/or the YWCA under the Cooperative Agreement, or otherwise; (ii) assert an action for damages, including, but not limited to, recovery of any and all sums provided by the City to the YWCA under the Cooperative Agreement, or otherwise, and any and all other damages available to the City under this Agreement and/or pursuant to law or equity; and/or (iii) 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.

ARTICLE VII
Miscellaneous

Section 7.01. 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 7.02. 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:

For the City:

City Secretary
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

With copy to:

Bridget Faulkenberry
Director, Parks and Recreation
P. O. Box 2000
Lubbock, Texas 79457
(806) 775-2671
Fax: (806) 775-3240

For the YWCA:

Glenda Mathis
Executive Director
YWCA of Lubbock, Texas
3101 35th Street
Lubbock, TX 79413
Phone: (806) 792-2723 x3233
Fax: (806) 771-3262

Any such notice or other communication shall 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 address for purposes of this Agreement by giving notice of such change to all other parties pursuant to this Section 7.02.

Section 7.03. Assignment/Sublet. This license is personal to the YWCA. The YWCA shall not assign or sublet this license. Any attempt to assign or sublet this license shall terminate the license granted herein.

Section 7.04. 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 7.05. Relationship of Parties. The relationship between the City and the YWCA is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.

Section 7.06. Compliance with Applicable Law. The YWCA 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, and/or any other aspect of the activities described in this Agreement, including, without limitation, those regarding to access of the facilities by handicapped persons.

Section 7.07. Time of the Essence. Time is of the essence of this Agreement.

Section 7.08. Texas Law/Venue. This Agreement is to be construed under Texas law, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in

Lubbock County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Lubbock County, Texas.

Section 7.09. 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 7.10. Agreements Superseded. This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.

Section 7.11. 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 7.12. 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 7.13. Exhibits. The exhibits which are referenced in, and attached to this Agreement, are incorporated in and made a part of this Agreement for all purposes.

Section 7.14. Captions. Section captions are for convenience only and shall in no way affect the interpretation of this Agreement.

Section 7.15. Right to Exercise Remedies. 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 reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, the former shall control.

Section 7.16. Public Information. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.

Section 7.17. No Personal Liability. Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.

Section 7.18. Sovereign Immunity Acknowledged and Retained. THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

Section 7.19. License Agreement. The intent of this Agreement is to grant a license to the YWCA to utilize the Lands 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 as conveying to the YWCA any interest in the real property comprising the Lands.

Executed and effective as of the date of the execution hereof by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

YWCA OF LUBBOCK, TEXAS

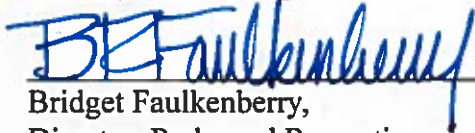
GLEN C. ROBERTSON, MAYOR

Date executed: _____

ATTEST:

Rebecca Garza,
City Secretary

APPROVED AS TO CONTENT:



Bridget Faulkenberry,
Director, Parks and Recreation

APPROVED AS TO FORM:



Laura Pratt,
Assistant City Attorney

BY: 
Name: Glenda J. Mathis
Title: Executive DIRECTOR
Date executed: 12/19/14

EXHIBIT A



NOT TO SCALE





Regular City Council Meeting

5. 12.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 12173 an agreement with YWCA of Lubbock for shared parking in Leftwich Park.

Item Summary

The YWCA of Lubbock is expanding their Sun N Fun property located at 60th and Elgin, adjacent to Leftwich Park. The Sun N Fun facility is part of YWCA's efforts to supervise and educate young people through summer camps, after school programs, and other activities for youth. Included in the expansion is a parking lot.

This license agreement will allow the YWCA to construct and maintain a parking lot in Leftwich Park, which will be used by both YWCA patrons and citizens of Lubbock that are visiting Leftwich Park and playground.

The term of the license agreement is 5 years with 3 additional successive option periods of 5 years each.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Agreement - Shared Parking

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 Shared Parking and License Agreement by and between the City and the YWCA of Lubbock, Texas, a non-profit corporation, for the parking of motor vehicles for use by both the City and the YWCA for their respective facilities, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the Council.

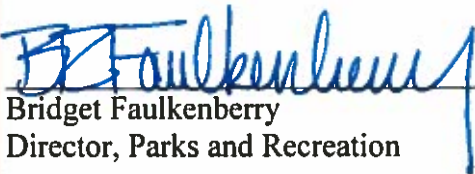
Passed by the City Council this _____ 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

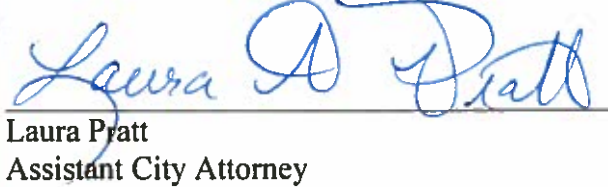
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Bridget Faulkenberry
Director, Parks and Recreation

APPROVED AS TO FORM:



Laura Pratt
Assistant City Attorney

SHARED PARKING AND LICENSE AGREEMENT

This License Agreement (the "Agreement") is made and entered into by and between the YWCA of Lubbock, Texas (the "YWCA"), a non-profit corporation, and the City of Lubbock, Texas, a Home Rule Municipal Corporation of Lubbock County, Texas (the "City").

RECITALS

WHEREAS, the City owns an interest in, or otherwise controls the lands, or a portion of certain property on a 0.7720 acre tract of land, located in the Southwest Quarter of Section 7, Block E-2 of the City of Lubbock, Lubbock County, Texas, as recorded in the Real Property Records, Lubbock County, Texas, more particularly described in the survey in Exhibit "A" attached hereto and incorporated as if fully set forth herein, (the "Property"); and

WHEREAS, the Property may not contain sufficient parking for motor vehicles for City-owned facilities around the Property; and

WHEREAS, the YWCA owns property and facilities adjacent to the Property and is in need of additional parking for use of its facilities; and

WHEREAS, the YWCA desires to construct a parking lot located on the Property, (the "Parking Lot") and pay for the construction of the Parking Lot for use by both the City and the YWCA for their respective facilities;

WHEREAS, the Parties desire, upon the conditions and covenants set forth below, to construct the Parking Lot for the parking of motor vehicles for the mutual benefit of the Parties.

NOW THEREFORE, the YWCA and City agree as follows:

- (1) In consideration of the mutual covenants and agreements of this Agreement, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this Agreement, a license on and over the Property to the YWCA for the sole purpose of constructing and jointly utilizing the Parking Lot with the City, for the sole purpose of parking motor vehicles. The use of the Property granted herein is limited to the City and its citizens and the patrons and members of the YWCA.
- (2) The term of this license is five (5) years beginning on the date of the execution of this Agreement by the City, and ending on the fifth anniversary of such date (the "Primary Term"), unless terminated sooner as provided in this Agreement.

For the consideration herein expressed, the City is hereby granted an option to extend the term of this Agreement, upon identical terms and conditions of this

Agreement, for three (3) additional successive option periods of five (5) years each (the "Option Period").

This Agreement shall terminate without further notice when the Primary Term or Option Period, whichever is applicable as specified in this Section (2) expires, and the YWCA shall immediately vacate the Property. Any holding over by the YWCA after that term expires, except as provided otherwise in this Agreement, shall not constitute a renewal of this Agreement, or provide the YWCA any rights whatsoever under this Agreement and/or to the Property or the Parking Lot.

- (3) The YWCA is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is duly qualified to carry on its business in the State of Texas. The YWCA has the corporate power to enter into and perform this Agreement and all activities contemplated hereby. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of the YWCA.
- (4) The YWCA shall be responsible for the cost of any and all construction costs related to the initial construction of the Parking Lot. The YWCA shall begin to construct the Parking Lot at such time the YWCA determines it is able to fund said construction through completion.
- (5) The YWCA shall conduct all repair and maintenance on the Parking Lot. No repair or maintenance of the Parking Lot by the YWCA may be commenced, unless the plans, specifications and proposed location of the Parking Lot have received the City's, prior written approval. The YWCA shall be solely responsible for any and all landscaping that the YWCA, in its sole discretion, installs in and around the Parking Lot.
- (6) No construction of the Parking Lot by the YWCA may be commenced, unless the plans, specifications and proposed location of the Parking Lot have received the City's, and if required by the City or by law, any other entities' or parties', including, but not limited to, the State of Texas, Texas Parks and Wildlife Department and Texas Historical Commission, prior written approval, as described below.

The YWCA shall, at its own expense, engage a professional, who is licensed to construct such facilities as parking lots, to prepare plans and specifications for the construction of the Parking Lot. The YWCA shall submit a copy of detailed working drawings, plans and specifications that are stamped by the above-described professional to the City for its approval not less than thirty (30) days before such construction of the Parking Lot is scheduled to commence.

The City, and any other parties having the right of approval as described herein, shall review all plans submitted under this section, and provide to the YWCA, in writing, any required changes or corrections that must be made, that the City, and any other parties having the right of approval as described herein, may deem necessary, in their sole discretion. Any required changes or corrections shall be made and the stamped plans resubmitted to the City, and any other parties having the right of approval as described herein, prior to the commencement of such construction. No such construction shall be commenced unless and until the stamped plans are finally approved by the City and any other parties having the right of approval as described herein. The failure to receive the approval described herein shall not excuse the performance by the YWCA of any activity or covenant described in this Agreement.

The City and/or any of the parties having the right of approval as described herein shall have the right at all times to observe any and all activities described in this Agreement. Notwithstanding the approval by the City and/or any of the parties having the right of approval as described herein, of any plans and specifications, and/or the observation rights of the City and/or any of the parties having the right of approval as described herein, the City assumes no liability or responsibility for the design or for any defect in any construction from such plans or specifications, nor shall such approval and/or observation relieve the YWCA from any or all of its obligations hereunder.

All activities described in this Section (6) shall be at the sole cost and expense of the YWCA.

- (7) It is expressly agreed and understood that the YWCA and its members and patrons and the City and the patrons of the facilities located on the Property shall have the right to utilize the Parking Lot for the parking of motor vehicles during all times of the effective period of this Agreement. The Parking Lot shall remain open to the general public. The YWCA shall not permit any discrimination in its use of the Parking Lot because of race, color, sex, religion, national origin, physical handicap or disability.
- (8) Nothing contained in this Agreement shall be construed to prohibit the right of entry by the City, in, on, over and/or across the Property and/or the Parking Lot, at any and all times, and for any and all purposes, and City expressly reserves the right to enter upon the Property and/or the Parking Lot to conduct any and all activities the City deems necessary.
- (9) The City shall retain all authority placed in it which is non-delegable. No provision of this Agreement shall be construed as delegating any non-delegable right, power or duty of the City, and in the event of a conflict between this Section (9) and any other term or provision of this Agreement, this Section (9) shall

control and such conflicting term or provision shall be void and of no force and effect.

- (10) The YWCA shall comply with all applicable federal, state and local rules, regulations, statutes, laws and ordinances governing, in any way, manner, or form the construction activities contemplated herein, the construction, operation and maintenance of the Parking Lot, and/or any other aspect of the activities described in this Agreement, including, without limitation those regarding to access of the facilities by handicapped persons
- (11) The relationship between the City and the YWCA is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.
- (12) The YWCA shall not encumber any interest in the license granted herein, the Property, the Parking Lot, and/or this Agreement, in any way, manner, or form, including, but not limited to, by deed of trust, mortgage or any other security instrument. Further, the YWCA shall not cause or permit any mechanic's liens or any other liens to be filed against the license granted herein, the Property, and/or this Agreement 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 YWCA or any contractors or subcontractors of the YWCA.
- (13) Any and all improvements constructed, placed, located and/or maintained on any part of the Property and/or the Parking Lot during the term of this Agreement are considered part of the real property and must remain on the Property and, subject to the terms of this Agreement, become property of the City, from and after the termination of this Agreement.
- (14) Any and all motor vehicles, and all property of any kind or nature contained in or appurtenant to said motor vehicles, which are parked and/or located on the Property by virtue of the YWCA's utilization of the Parking Lot are the sole responsibility of the YWCA, and in no event shall City be liable for any loss or damage to such motor vehicles or property for any reason whatsoever. Any and all motor vehicles, and all property of any kind or nature contained in or appurtenant to said motor vehicles, which are parked and/or located on the Property by virtue of the City's utilization of the Parking Lot are the sole responsibility of the City, and in no event shall the YWCA be liable for any loss or damage to such motor vehicles or property for any reason whatsoever.
- (15) In the event the YWCA breaches or defaults on any term and/or provision of this Agreement, City shall be entitled to immediately termination of this Agreement.
- (16) The City retains the right to terminate this license at will, for any reason or no reason, by providing written notice to the YWCA. In the event that the YWCA

desires to terminate this Agreement, for any reason or no reason, the YWCA may, by providing one (1) year written notice of such termination to the other party, terminate this Agreement.

- (17) Notice is to be provided by certified or registered mail as follows:

For the City:

City Secretary
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79457

With copy to:

Bridget Faulkenberry
Director, Parks and Recreation
P. O. Box 2000
Lubbock, Texas 79457
(806) 775-2671
Fax: (806) 775-3240

For the YWCA:

Glenda Mathis
Executive Director
YWCA of Lubbock, Texas
3101 35th Street
Lubbock, TX 79413
Phone: (806) 792-2723 x3233
Fax: (806) 771-3262

- (18) This license is personal to the YWCA. The YWCA shall not assign or sublet this license. Any attempt to assign or sublet this license shall terminate the license granted herein. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted successors.
- (19) THE YWCA SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER, OR THE OMISSION OF THE ACTIVITIES CONTEMPLATED HEREUNDER, 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. THE YWCA 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, ACCRUING 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, THE YWCA SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING THE YWCA'S INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND THE YWCA 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 THE YWCA, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, OF ANY TYPE OF DEGREE, OR FAULT, OF THE CITY, ARISING FROM OR RELATED TO, IN ANY WAY, MANNER, 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.

- (20) The YWCA shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement.

The YWCA shall obtain and maintain in full force and effect during the term of this Agreement, 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:

General Liability:

Combined Single Limit:	\$500,000

The City shall be listed as an additional insured with respect to the Commercial General Liability. YWCA shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate of Insurance shall provide 30 days notice to City of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate of Insurance.

- (21) 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.

- (22) This Agreement is to be construed under Texas law, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Lubbock County, Texas.
- (23) 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.
- (24) This Agreement constitutes the parties' sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter hereof.
- (25) 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.
- (26) The exhibits which are referenced in, and attached to this Agreement, are incorporated in and made a part of this Agreement for all purposes.
- (27) Section captions are for convenience only and shall in no way affect the interpretation of this Agreement.
- (28) This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Tex. Gov't. Code Ann. Chapter 552 et seq., as amended (the "Texas Public Information Act") the same shall be of no force and effect.
- (29) Nothing in this Agreement is construed as creating any personal liability on the part of any employee, officer or agent of any public body that may be a party to this Agreement.
- (30) THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO

CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITIES FROM
SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF
LAW. THE PARTIES RETAIN ALL GOVERNMENTAL IMMUNITIES.

- (31) The intent of this Agreement is to grant a license to YWCA to utilize the Parking Lot solely for the purposes described herein. This Agreement shall not be construed, in any way, manner, or form, as a lease of the Parking Lot or the Property or as conveying to YWCA any interest in the real property comprising the Property.

Executed and effective as of the date of the execution hereof by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

YWCA OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

BY: Glenda J. Mathis
Name: Glenda J. Mathis
Title: Executive Director
Date executed: 12/22/14

Date executed: _____

ATTEST:

Rebecca Garza,
City Secretary

APPROVED AS TO CONTENT:

Bridget Faulkenberry
Bridget Faulkenberry,
Director, Parks and Recreation

APPROVED AS TO FORM:

Laura Pratt
Laura Pratt,
Assistant City Attorney

YWCA - Parking Lot License Agreement 12.3.14



Regular City Council Meeting

5. 13.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Health Services: Consider a resolution authorizing and directing the Mayor to execute contract 12178 for and on behalf of the City of Lubbock, a Community Partnership Agreement with South Plains Community Action Association (SPCAA) Head Start (HS) and Early Head Start (EHS) program to encourage participation in the various head start activities provided by the SPCAA.

Item Summary

This is a non-financial community partnership agreement for the purpose of providing supportive services to children and families serviced by SPCAA HS and EHS and the City of Lubbock Health Department. Families presenting to the Health Department in need of supportive services will be provided informational publications regarding SPCAA HS and EHS. This information will be displayed in the Health Department lobby as provided by SPCAA HS and EHS.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - SPCAA

Contract - SPCAA

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into a Community Partnership Agreement with the South Plains Community Action Association Head Start & Early Head Start program to encourage participation in the various head start activities provided by the South Plains Community Action Association.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute Community Partnership Agreement with the South Plains Community Action Association Head Start & Early Head Start program, and any associated documents.

Passed by the City Council on this ____ day of _____, 20 ____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

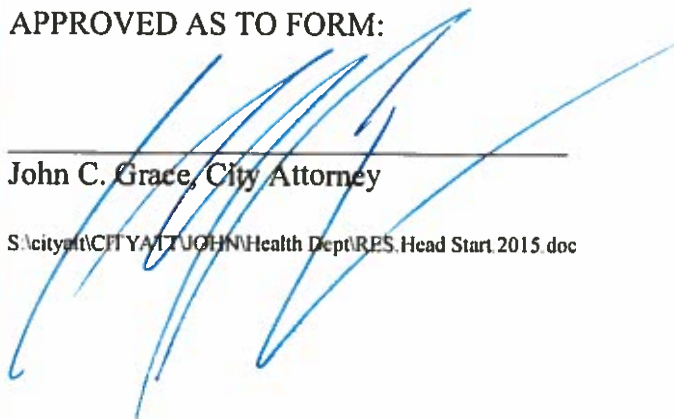
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



John C. Grace, City Attorney

S:\cityatt\CHYATT\JOHN\Health Dept\RES Head Start 2015.doc



South Plains Community Action Association, Inc.
Head Start & Early Head Start Division
P.O. Box 610, Levelland, Texas 79336
P: (806) 894-2207 or Toll Free (800) 658.9632
F: (806) 894-2765
www.spcaa.org

Community Partnership Agreement
South Plains Community Action Association Head Start & Early Head Start
And
City of Lubbock - Health Department.

The SPCAA Head Start and Early Head Start program is dedicated to enhancing early childhood education among low-income children and families by providing quality services, and partnering with local agencies who meet various needs of program participants. Community Partnerships create a collaborative environment equally beneficial for all SPCAA HS and EHS, the partnering agency, and enrolled children and families.

With this objective in mind SPCAA HS & EHS enters into the Community Partnership Agreement detailed below with City of Lubbock - Health Department. This Partnership Agreement in no way constitutes a legal obligation on the part of either party. In essence, this Agreement establishes a framework for cooperative interaction between the SPCAA HS and EHS program and your agency for providing supportive services and/or referrals to children and families serviced by SPCAA HS and EHS and City of Lubbock - Health Department.

SPCAA HS & EHS agrees to:

- Include names, logos, and web addresses of community partners on our web site and newsletters
- Include information about Community Partners in the Annual SPCAA HS & EHS partners guide
- Educate any interested employees of our Community Partners about the services we provide
- Announce and post Community Partners' special messages to our staff and program participants.

City of Lubbock - Health Department agrees to (suggestions listed below may be modified or deleted):

- Specify Services provided and at what cost to SPCAA HS & EHS participants
- Allow SPCAA HS & EHS to place informational publications in its office
- ~~Encourage employees to volunteer during work/personal time with SPCAA HS & EHS~~ RB
- Share information about SPCAA HS & EHS services with clients or staff that may benefit.

In accordance with the Head Start Program Performance Standards Subpart C 1304.41 (Community Partnerships), the SPCAA Head Start Program enters into a Community Partnership Agreement with City of Lubbock - Health Department. This Partnership Agreement is entered into this 10th day of December, 2014, between South Plains Community Action Association/SPCAA Head Start and Early Head Start and City of Lubbock - Health Department.

Dawn Garza
SPCAA Head Start Division Representative

12.10.14
Date

Agency Representative
Approved as to form:
Attest: *Rebecca Garza*
Rebecca Garza, City Secretary

Date
APPROVED AS TO CONTENT: *R. Bralley*



Regular City Council Meeting

5. 14.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Library Services: Consider a resolution authorizing the Mayor to execute Interlocal Agreement contract 12172 with the Texas State Library and Archives Commission Edge Reimbursement program.

Item Summary

The Texas State Library and Archives Commission will reimburse the City of Lubbock for purchase of sixteen computers to be used for public access of the Internet and Microsoft Office products. The computers will replace older, outdated computers and will provide for additional computer stations at each library location.

City Council is required to pass a resolution requesting the City be allowed to participate on a voluntary basis in the Cooperative Purchasing Membership pursuant to the Interlocal Cooperation Act, Chapter 791, Government Code and Cooperative Purchasing Program, Chapter 271, Local Government Code.

Fiscal Impact

None.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Agreement - Edge Reimbursement Program

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Edge Reimbursement Program Grant Agreement by and between the City of Lubbock and the Texas State Library and Archives Commission for funding an Edge Reimbursement Program for the funding of computer equipment, and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

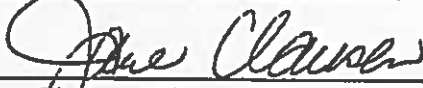
Passed by the City Council this _____ day of _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jane Clausen, Library Director

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - TSLAC Edge Reimbursement Program 12.17.14



Edge Reimbursement Program

The Edge Initiative helps libraries assess their operations and plan for the future, and demonstrate the library's impact on the community and community needs. With the vision that "all people have the opportunity to improve their lives through the technology services available in public libraries," Edge uses benchmarks to help libraries evaluate themselves. It goes a step further by offering training and tools to build capacity and improve services. (For more information visit libraryedge.org.)

The goal of the Edge Reimbursement Program is to help public libraries meet the public access technology needs of their community. The agency will provide assistance through a *reimbursement program* to public libraries that have identified areas of improvement using the Edge assessment, and who are using the training provided to Edge libraries for training and continuing education.

Who is Eligible?

Accredited public libraries that have:

- a) submitted the Edge assessment at libraryedge.org
- b) used the Action Plan tool on the Edge website to prioritize community needs
- c) commit to sharing their Edge findings and promoting equipment purchases to their community

Libraries that participated in the first round of funding of the Edge Implementation Reimbursement Program are eligible for this round of funding.

How Much Money is Available?

Libraries serving populations up to 25,000 are eligible for up to \$5,000 in reimbursement costs for the purchase of equipment and supplies that supports the improvement of public access technology identified by the Edge assessment. Libraries serving populations over 25,000 are eligible for up to \$10,000. The program is available on a *first-come, first-served* basis until funds are depleted.

How Will the Edge Reimbursement Program Work?

Libraries will submit this application to the State Library beginning now through **February 27, 2015**. The agency will review and notify applicants in writing of approval/non-approval by **March 27, 2015**. Upon approval, libraries may purchase the equipment described in their application. A paid receipt (not a Purchase Order or order form) for the equipment must be provided to the Texas State Library and Archives Commission by **May 29, 2015**, at the very latest.

What Can I Buy?

Computer equipment such as monitors and laptops, software (*stand-alone only*), servers or routers, printers, assistive equipment, presentation and multimedia equipment, computer furniture, and computer supplies related to the equipment purchase. All purchases must relate to improving Edge indicators on your Action Plan. (Please be aware of ADA-compliance issues relating to the purchase of e-Readers and Tablets: <http://bit.ly/1mrtgUJ>). Due to source of funds, subscriptions, separately-purchased service contracts for equipment, and subscription cloud-based software (ie., Adobe Dreamweaver, DeepFreeze, Airwatch, Norton Utilities, Mango, and others) are not authorized. Questions? Contact Jennifer Peters at jpeters@tsl.texas.gov.

APPLICATION FOR EDGE REIMBURSEMENT PROGRAM

Use the Action Plan you developed using your Edge assessment (www.libraryedge.org) to complete this form.

Name of Library Lubbock Public Library

Library contact person, phone & email Jane Clausen; 806.775.2824; jclausen@mylubbock.us

Legal Entity & Mailing Address City of Lubbock, 1306 9th St., Lubbock, TX 79401

DUNS # 05-821-3893 SAM Exp. date 08/23/2015

1. My Library has completed and submitted the Edge assessment at libraryedge.org. Yes ☒

2. My Library has developed an Action Plan using the Edge assessment. Yes ☒

3. My Library serves a population of ☐ Under 25,000 (eligible for up to \$5,000)

☒ Over 25,000 (eligible for up to \$10,000)

4. What specific equipment will you purchase? Provide approximate cost estimate(s), with documentation if appropriate. Reimbursement will be provided for expenses up to \$5,000 for libraries serving populations under 25,000, and up to \$10,000 for libraries serving populations over 25,000. Please be aware that all funding requests must be approved by TSLAC staff to ensure that they meet federal requirements.

The Lubbock Public Library intends to purchase sixteen Dell OptiPlex 3020 computers and sixteen 20 inch monitors for a total cost of \$9,879.20. The itemized list and quotation for the computers is attached.

5. Describe Edge indicator(s) that you are trying to address as described in the Edge Action Plan: (eg., 2.1: Ensure photo editing software is available in at least 50% of locations, 9.2: Increase and manage your bandwidth to optimize the speed of your connection and improve the patron's Internet experience.)

4.5: Align library's technology resources and services with community needs. 9.1: Improve patron computer access during peak demand times by increasing the number of devices and replacing outdated equipment.

6. Describe how the equipment to be purchased will impact the indicator described above and how it will improve public access technology in your community.

The new computers will improved Internet access for the Lubbock community by providng updated, faster equipment, and increase the number of computers available for patron access. Wait time for computers should improve. Patrons will also experience fewer computer related problems with the newer equipment.

7. Describe how you will promote your Edge results and this equipment to your community. _The library will publicize the additional, new computers by placing a notice on the library's web site, issue press releases, and posting signage in the computer labs._____

8. I will display the following acknowledgement for this equipment in my library: *Funded by the U.S. Institute of Museum and Library Services through a grant to the Texas State Library and Archives Commission.* Yes X ☐

9. Applicant agrees service contracts, subscriptions, or cloud-based subscription software will not be purchased with these funds. YesX ☐

10. Applicant agrees to comply with all LSTA Terms & Conditions. (See pp. 5-7). YesX ☐

CERTIFICATION: To the best of my knowledge and belief, data in this form are true and correct. I am responsible for ensuring that this process meets my local purchasing requirements.

Name & Title (Local Legal Entity Authorized to Enter into Contracts) Signature Date

Glen C. Robertson, Mayor

ATTEST:

Other Materials Required:

Rebecca Garza, City Secretary

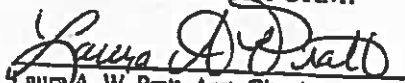
- Signed Children's Internet Protection Act (CIPA) Form (attached), required for purchases of equipment that will access the Internet

Timeline:

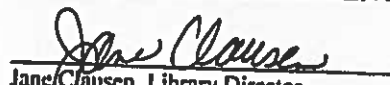
- Application due: now through February 27, 2015
- Written notification of approval of application from TSLAC: now through March 27, 2015
- Reimbursement requests and receipts due to State Library: now through May 29, 2015
- Final Day to submit reimbursement form and paid receipt: May 29, 2015
- Receipts and forms submitted after May 29 will not be reimbursed.

Submit this form, along with the attached signed CIPA form, to Jennifer Peters, Community Engagement Administrator, at jpeters@tsl.texas.gov or by fax to 512-936-2306.

APPROVED AS TO FORM:


Laura A. W. Pratt, Asst. City Attorney

APPROVED AS TO CONTENT:


Jane Clausen, Library Director

INTERNET SAFETY CERTIFICATION
(Children's Internet Protection Act CIPA Form)

FOR FEDERALLY FUNDED
TEXAS STATE LIBRARY & ARCHIVES COMMISSION PROGRAMS
FEDERAL PROGRAM YEAR 2014 (TEXAS STATE FISCAL YEAR 2015)
EDGE IMPLEMENTATION REIMBURSEMENT PROGRAM

As the duly authorized representative of the applicant/grantee, I hereby certify that (check only one of the following boxes):

☒ The applicant/grantee public library has complied with the requirements of Section 9134(f)(1) of the Library Services and Technology Act.

☐ The applicant/grantee public library seeks a waiver of the certification required in A., above, because State or local procurement rules or regulations or competitive bidding requirements prevent the applicant/grantee library from certifying compliance with Section 9134(f)(1) of the Library Services and Technology Act. The applicant/ grantee public library certifies that the library will comply with the requirements of Section 9134(f)(1) before the start of Program Year in which funds are expended.

☐ The requirements of Section 9134(f) of the Library Services and Technology Act do not apply to the applicant/grantee library because no funds made available under the LSTA program will be used to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or public elementary school or secondary school library that does not receive discounted E-Rate services under the Communications Act of 1934, as amended.

☐ The applicant/grantee is not a public library.

I further certify that one of the following is true: either no LSTA funds from the award will be used by the applicant to purchase computers used to access the Internet or to pay for direct costs associated with accessing the Internet for a public library or public elementary school or secondary school library served by the applicant/grantee; or, if any part of the LSTA funds are used for such purposes, applicant will obtain the appropriate certifications from libraries receiving such purchases or payments.

__Lubbock Public Library__
Name of Applicant Library


Signature of Authorized Representative

__Jane Clausen__
Printed Name of Authorized Representative

__Library Director__
Title of Authorized Representative

__12/17/2014__
Date

**Texas State Library and Archives Commission
LSTA Terms and Conditions**

I. GENERAL TERMS AND CONDITIONS

- A. The Subrecipient will comply with the following parts of the Texas Comptroller of Public Accounts UGMS revised June 2004, located at: www.governor.state.tx.us/files/state-grants/UGMS062004.doc.

Part I. Cost Principles for State and Local Governments and Indian Tribal Governments (2 CFR 225), Cost Principles for Non-Profit Organizations (2 CFR 230), Cost Principles for Educational Institutions (2 CFR 220), or Federal Acquisition Regulation (FAR) 31.2, as applicable.

Part II. State Uniform Administrative Requirements for Grants and Cooperative Agreements
(Adapted from OMB Circulars A-102 and A-122)

Part III. State of Texas Single Audit Circular (Adapted from OMB Circular A-133)

- B. The Subrecipient will comply with the IMLS' 45 Code of Federal Regulations, Part 1183, Uniform Administrative Requirements for Grants and Cooperative Agreements to States and Local Governments (adapted from OMB Circular A-102) or 2 CFR, Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Educations, Hospitals, and other Non-Profit Organizations (adapted from OMB Circular A-110), as applicable.
- C. Subrecipients will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, religion or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of disability and the Americans With Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- D. The Subrecipient, *if a private entity*, will comply with Federal law pertaining to trafficking in persons. Subrecipient and its employees may not
1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under the award.
- E. The Subrecipient certifies by this contract that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. If any funds other than Federal appropriated funds have been paid or will be paid for such purpose, the Subrecipient shall complete and submit OMB form SF-LLL, Disclosure of Lobbying Activities, in accordance with its instructions. The Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly, as specified in Title 31 U.S. Code, Sec. 1352.
 - F. Subrecipient certifies by this contract that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this program by any Federal department or agency, as required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, Participant's responsibilities, 2 CFR Part 180 Subchapter C. 180.335. Where the Subrecipient is unable to certify to any of the statements in this certification, the Subrecipient shall attach an explanation to these Terms and Conditions.
 - G. Subrecipient understands that acceptance of funds under this contract acts as acceptance of the authority of the Texas State Auditor's Office, or any successor agency, to conduct an audit or investigation in connection with those funds. Subrecipient further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Subrecipient will ensure that this clause concerning the authority to audit funds received indirectly by Sub-Contractors through Subrecipient, and the requirement to cooperate, is included in any sub-grant awarded.
 - H. The Subrecipient agrees to main all financial and programmatic records, supporting documents, statistical records, and other records relating to this grant award for three year after the last State Program Report for the Texas LSTA 5-Year Plan 20013-2017, is submitted on December 31, 2018. The Contractor will maintain their records through December 31, 2021.
 - I. The Subrecipient agrees to develop or revise, as necessary, any specific written documentation of its current procedures for (1) collecting and reporting performance measures; (2) conducting a fixed asset inventory; and or, (3) any other issues identified in Subrecipient's internal audit report or grant activities. Drafts of this procedural documentation will be submitted to TSLAC by dates established mutually between TSLAC and Subrecipient. TSLAC will provide review and guidance to enable final versions to be approved on or before established deadlines.

II. ENFORCEMENT

- A. Remedies for noncompliance. If Subrecipient materially fails to comply with any term of the contract, whether stated in a state or federal statute or regulation, an assurance, in a state plan or application, a notice of award, or elsewhere, TSLAC may take one or more of the following actions, or impose other sanctions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Subrecipient, or more severe enforcement action by TSLAC;
 2. Disallow (that is, deny both use of funds and matching credit for) all or part of the cost of the activity or action not in compliance;
 3. Wholly or partly suspend or terminate the current contract for the Subrecipient's program;
 4. Withhold further awards for the program; or
 5. Take other remedies that may be legally available.
- B. Hearings, appeals. In taking an enforcement action, TSLAC will provide the Subrecipient an opportunity for such hearing, appeal, or other administrative proceeding to which the Subrecipient is entitled under any statute or regulation applicable to the action involved.
- C. Effects of suspension and termination. Costs of Subrecipient resulting from obligations incurred by the Subrecipient during a suspension or after termination of an award are not allowable unless TSLAC expressly authorized in the notice of suspension or termination, or subsequently. Other Subrecipient costs during suspension or after termination that are necessary, and not reasonably avoidable, are allowable if:
1. The costs resulting from obligations that were properly incurred by the Subrecipient before the effective date of suspension or termination are not in anticipation of it and, in the case of a termination, are non-cancelable; and,
 2. The costs would be allowable if the award were not suspended, or expired normally at the end of the funding period in which the termination takes effect.
- D. Relationship to Debarment and Suspension. The enforcement remedies identified in this section, including suspension and termination, do not preclude Subrecipient from being subject to "Debarment and Suspension" under Executive Order 12549 (see UGMS Part III, Subpart C, Sec 35) and state law.

**QUOTATION**

Quote #: 696024211
 Customer #: 1784159
 Contract #: 42AFU
 Customer Agreement #: DIR-SDD-1951
 Quote Date: 11/25/2014
 Customer Name: CITY OF LUBBOCK

Date: 11/25/2014

Thanks for choosing Dell! Your quote is detailed below; please review the quote for product and informational accuracy. If you find errors or desire certain changes please contact your sales professional as soon as possible.

Sales Professional Information

SALES REP: KEVIN A PRIFOGLIE PHONE: 1800 - 4563355
 Email Address: Kevin_Prifogle@DELL.com Phone Ext: 5139195

GROUP: 1 QUANTITY: 16 SYSTEM PRICE: \$617.45 GROUP TOTAL: \$9,879.20

Description	Quantity
OptiPlex 3020 Small Form Factor BTX Base (210-ABDX)	16
4GB (1x4G) 1600MHz DDR3 Memory (370-AAJE)	16
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	16
Display Not Included (480-ABFW)	16
Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	16
No Wireless LAN Card (555-BBNI)	16
500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AANO)	16
Windows 7 Professional, Canada MUI, 64bit (includes Windows 8.1 Pro 64bit License and Media) (536-BBBJ)	16
US Order (332-1286)	16
OptiPlex 3020 Small Form Factor Chassis with Standard Power Supply V2 (321-BBLR)	16
Dell Logitech USB Optical Mouse (570-AADU)	16
No ESTAR (387-BBCG)	16
8X Slimline DVD+/-RW drive (429-AAJU)	16
Internal Dell Business Audio Speaker (520-AABP)	16
Thank You for Choosing Dell (555-BBNG)	16
System Power Cord (Philippine/TH/US) (450-AAOJ)	16
Windows 8.1 DVD OS Recovery(English) (620-AASU)	16
Dell Backup and Recovery Basic (637-AAAS)	16
Desktop BTO Standard shipment (800-BBIO)	16
Not Selected in this Configuration (817-BBBC)	16
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	16
Dell Limited Hardware Warranty Plus Service Initial Year (936-2417)	16
Dell Limited Hardware Warranty Plus Service Extended Year(s) (939-6538)	16
ProSupport: Next Business Day Onsite Service After Remote Diagnosis Initial Year (939-6768)	16

ProSupport: Next Business Day Onsite Service After Remote Diagnosis 2 Year Extended (939-7298)	16
ProSupport : 7x24 Technical Support , Initial (939-7668)	16
ProSupport : 7x24 Technical Support , 2 Year Extended (939-7688)	16
Thank you choosing Dell ProSupport. For tech support, visit http://support.dell.com /ProSupport or call 1-866-516-3115 (989-3449)	16
No UPC Label (389-BDCE)	16
Management Engine (340-AGMO)	16
Dell 20 Monitor - P2014H (480-ABMB)	16
No Diagnostic/Recovery CD media (340-ABJI)	16
No Quick Reference Guide (340-ABKW)	16
Intel Pentium Processor G3240 (Dual Core, 3.1 GHz, 3MB Cache, w/HD Graphics) (338-BEUE)	16
No DDPE Encryption Software (954-3465)	16
Chassis Intrusion Switch (461-AAAX)	16
Small Form Factor Chassis Mainstream Heatsink (65watts) (412-AABL)	16
SHIP MTL,SYSM,OptiPlex SFF (340-ACGR)	16
Fixed Hardware Configuration (998-BFGY)	16
No Accessories (461-AABV)	16
PowerDVD Software not included (632-BBBJ)	16
Regulatory Label OptiPlex 3020 Small Form Factor (389-BDSE)	16
Intel Pentium Label (389-BDLI)	16
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	16
Dell Digital Delivery Cirrus Client (340-AAUC)	16
Dell Client System Update (Updates latest Dell Recommended BIOS, Drivers, Firmware and Apps),OptiPlex (421-5334)	16
Thank you for buying Dell (421-9982)	16
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	16
SW,MY-DELL,CRRS (422-0052)	16
Visit www.dell.com/encryption (632-BBBZ)	16
Thank you for buying Dell (632-BBCB)	16
Adobe Reader 11 (640-BBDF)	16
Dell Data Protection Protected Workspace (640-BBEV)	16
Enable Low Power Mode (658-BBMQ)	16
Waves Maxx Audio (658-BBNH)	16
No Anti-Virus Software (650-AAAJ)	16
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	16
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	16
CFI,Fee,Integrated,ID3,Image,Factory Install (366-0075)	16
CFI Routing SKU (365-0257)	16
CFI,Rollup,Custom Project,Fee for ESLH (366-1551)	16
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	16
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	16
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	16

*Total Purchase Price:	\$9,879.20
Product Subtotal:	\$9,879.20
Tax:	\$0.00
Shipping & Handling:	\$0.00
State Environmental Fee:	\$0.00
Shipping Method:	LTL 5 DAY OR LESS
	<i>(* Amount denoted in \$)</i>

Statement of Conditions

The information in this document is believed to be accurate. However, Dell assumes no responsibility for inaccuracies, errors, or omissions, and shall not be liable for direct, indirect, special, incidental, or consequential damages resulting from any such error or omission. Dell is not responsible for pricing or other errors, and reserves the right to cancel orders arising from such errors.

Dell may make changes to this proposal including changes or updates to the products and services described, including pricing, without notice or obligation.

Terms of Sale

This quote is valid for 30 days unless otherwise stated. Unless you have a separate written agreement that specifically applies to this order, your order will be subject to and governed by the following agreements, each of which are incorporated herein by reference and available in hardcopy from Dell at your request:

If this purchase is for your internal use only: Dell's Commercial Terms of Sale (www.dell.com/CTS), which incorporate Dell's U.S. Return Policy (www.dell.com/returnpolicy) and Warranty (www.dell.com/warrantyterms).

If this purchase is intended for resale: Dell's Reseller Terms of Sale (www.dell.com/resellerterms).

If this purchase includes services: in addition to the foregoing applicable terms, Dell's Service Terms (www.dell.com/servicecontracts/global).

If this purchase includes software: in addition to the foregoing applicable terms, your use of the software is subject to the license terms accompanying the software, and in the absence of such terms, then use of the Dell-branded application software is subject to the Dell End User License Agreement - Type A (www.dell.com/AEULA) and use of the Dell-branded system software is subject to the Dell End User License Agreement - Type S (www.dell.com/SEULA).

You acknowledge having read and agree to be bound by the foregoing applicable terms in their entirety. Any terms and conditions set forth in your purchase order or any other correspondence that are in addition to, inconsistent or in conflict with, the foregoing applicable online terms will be of no force or effect unless specifically agreed to in a writing signed by Dell that expressly references such terms.

Additional Terms for Public Customers

If you are a department, agency, division, or office of any district, state, county or municipal government within the United States ("Public Customer"), the following terms ("Public Customer Terms") apply in addition to the foregoing terms: A. If any portion of the foregoing terms and conditions (or any terms referenced therein) is prohibited by law, such portion shall not apply to you. Notwithstanding anything to the contrary, the End User License Agreements shall take precedence in all conflicts relevant to your use of any software. B. By placing your order, you confirm that (1) you are a contracting officer or other authorized representative of Public Customer with authority to bind the Public Customer to these terms and conditions, and (2) you have read and agree to be bound by these terms and conditions.

Pricing, Taxes, and Additional Information

All product, pricing, and other information is valid for U.S. customers and U.S. addresses only, and is based on the latest information available and may be subject to change. Dell reserves the right to cancel quotes and orders arising from pricing or other errors. Sales tax on products shipped is based on your "Ship To" address, and for software downloads is based on your "Bill To" address. Please indicate any tax-exempt status on your PO, and fax your exemption certificate, including your Customer Number, to the Dell Tax Department at 800-433-9023. Please ensure that your tax-exemption certificate reflects the



Regular City Council Meeting

5. 15.

Meeting Date: 01/22/2015

Information

Agenda Item

Resolution - Fire: Consider a resolution authorizing the Mayor to execute a purchase order contract 10012902 with Daco Fire Safety Equipment for 101-foot aerial platform truck and a 78-foot ladder truck.

Item Summary

The purchase order is for two apparatus, one unit is a 101-foot Rosenbauer Platform ladder truck including equipment, and the other unit is a 78-foot Rosenbauer Quint including equipment. The 101-foot Rosenbauer Platform ladder truck is to replace a platform ladder truck at Station 7. The 78-foot Rosenbauer Quint is to replace an engine at Station 3.

The purchase valued at \$1,776,522, is from Daco Fire Safety Equipment of Lubbock, TX through the Houston-Galveston Area Council (HGAC) Contract FS12-13, product codes CA06 and CA01. The HGAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session, 1965, recodified as a Texas Local Government Code, Chapter 391. The HGAC program was established to the Texas Inter-Local Cooperation Act allowing governments and qualifying non-profit entities to use the Act to obtain commonly needed products and services. The HGAC purchases conform to the requirements of Texas competitive bid statutes.

Fiscal Impact

The trucks are approved in the Adopted FY 2014-15 Master Lease Program.

Staff/Board Recommending

Mike Kemp, Fire Chief

Attachments

Resolution & Contract - Daco Fire Safety Equipment

101' Truck Quote

101' DRAWING

78' Truck Quote

78' DRAWING

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, HGAC Contract No. FS12-13 with Daco Fire Safety Equipment for One (1) Rosenbauer 101' Steel Platform and one (1) Rosenbauer 78' Steel Ladder, under PO # 10012902, and related documents.

Passed by the City Council this _____ 2015.

GLEN C. ROBERTSON, MAYOR

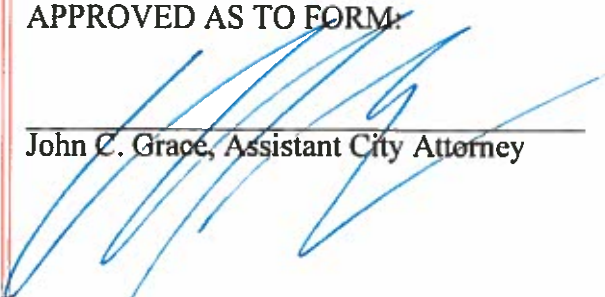
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Mike Kemp, Fire Rescue Chief

APPROVED AS TO FORM:


John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES Daco Contract FS12-13.2015.doc



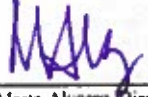
PURCHASE ORDER

Page - 1
Date - 01/07/2015
Order Number 10012902 000 OP
Branch/Plant 5615

TO: DACO FIRE SAFETY EQUIPMENT
201 AVENUE R
P.O. BOX 5006
LUBBOCK Texas 79408 5006

SHIP TO: CITY OF LUBBOCK
CENTRAL FIRE STATION COMPLEX
RAUL SALAZAR
1515 EAST URSULINE
LUBBOCK Texas 79401

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

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 01/22/2015 Freight
Requested 01/22/2016 Taken By T SHELLEY
Delivery PER R SALAZAR REQ 44811 HGAC CONTRACT FS12-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Rosenbauer 101' Steel Platform	1.000	1,026,574.0000	EA	1,026,574.00	01/22/2016
Rosenbauer 78' Steel Ladder	1.000	749,948.0000	EA	749,948.00	01/22/2016

Total Order

Terms NET 30 DAYS

1,776,522.00

APPROVED AS TO FORM:


John G. Robertson
Assistant City Attorney

This purchase order encumbers funds in the amount of \$1,776,522 awarded to Daco Fire Safety Equipment of Lubbock, TX on January 22, 2015. The following is incorporated into and made part of this purchase order by reference: HGAC Contract No. FS12-13 from Daco Fire Safety Equipment of Lubbock, TX. Resolution# _____.

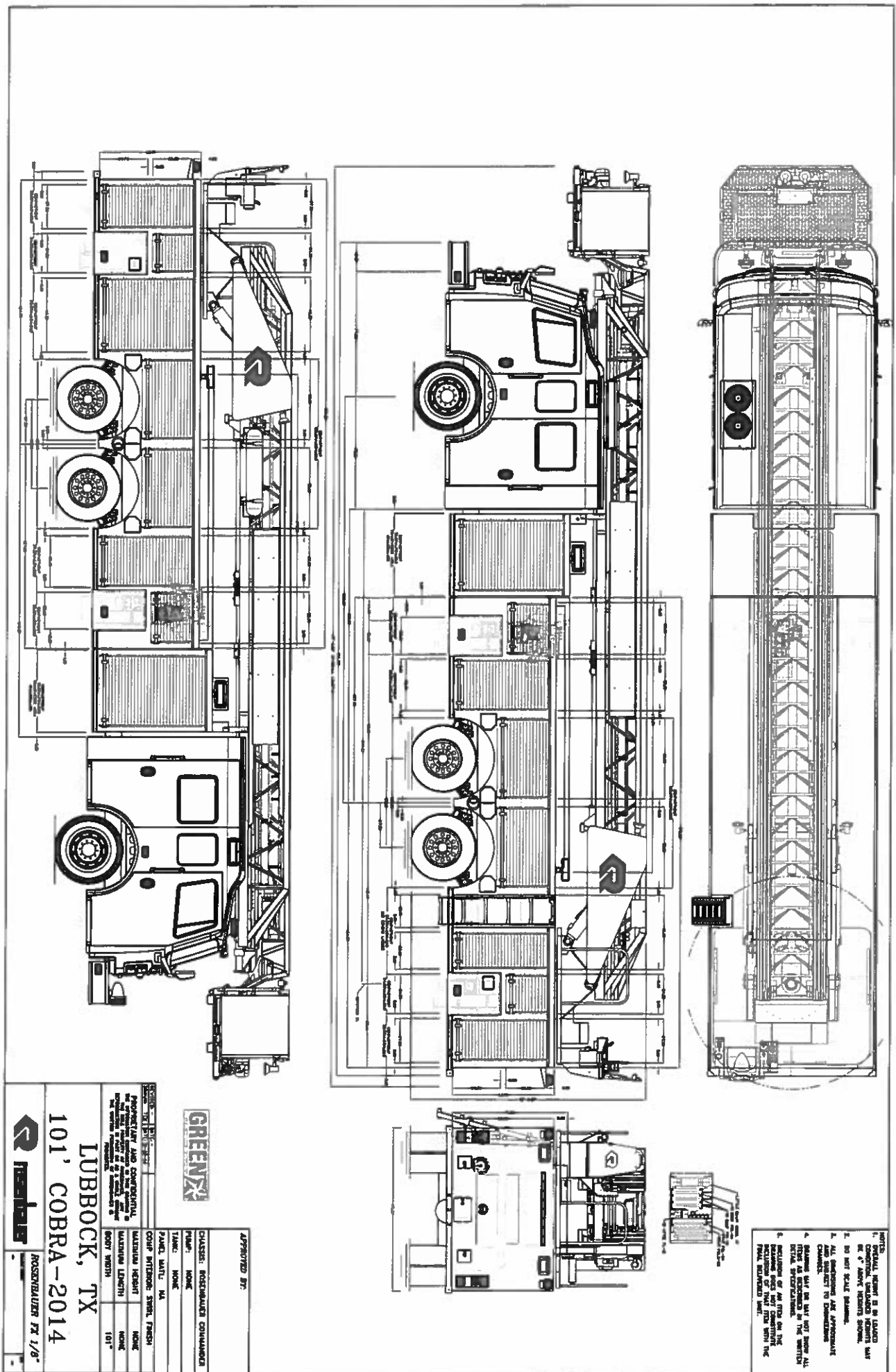
CITY OF LUBBOCK

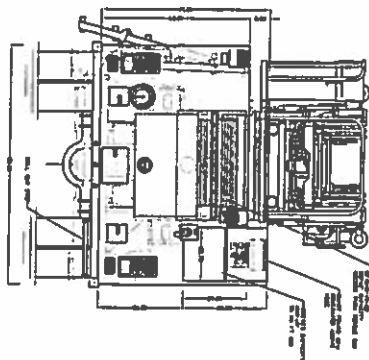
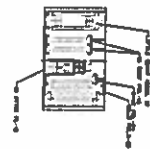
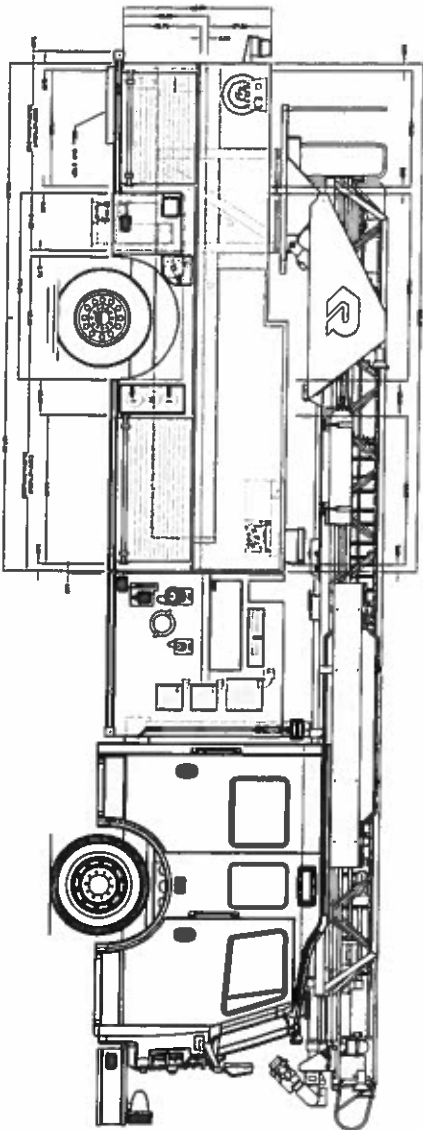
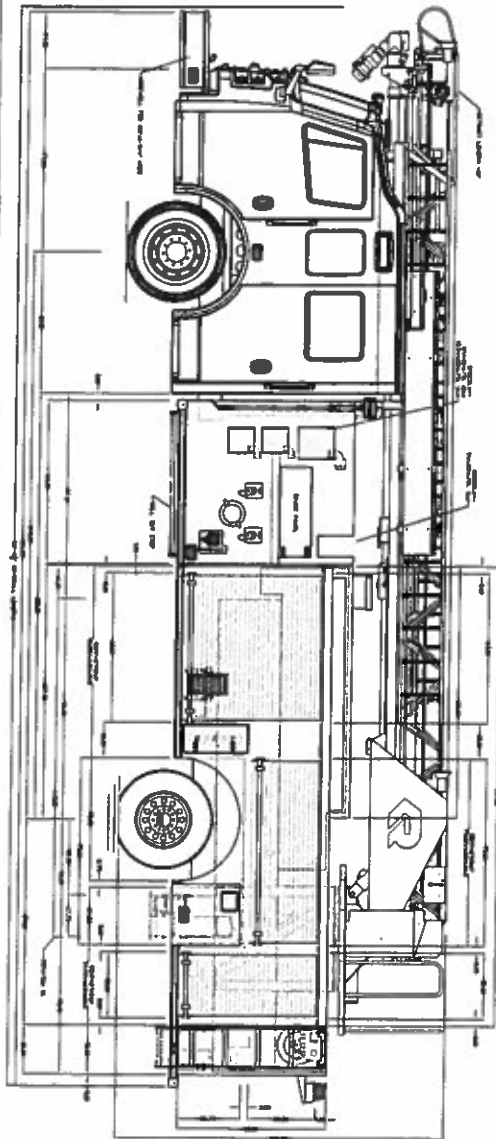
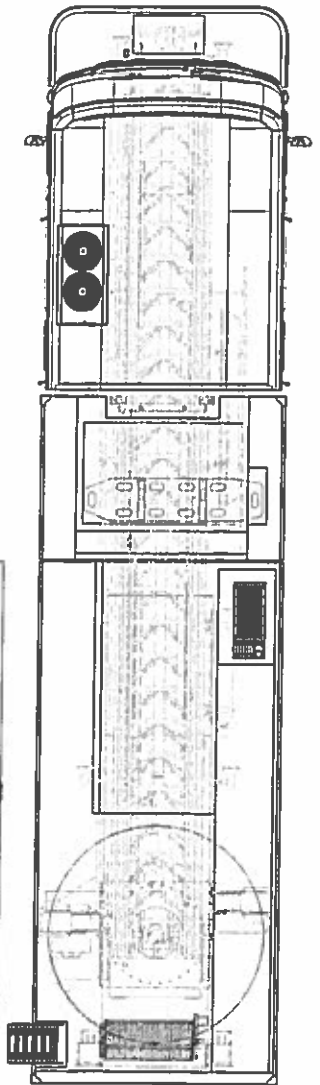
ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

HGACBuy		CONTRACT PRICING WORKSHEET For MOTOR VEHICLES Only		Contract No.:	FS12-13	Date Prepared:	12/11/2014
<i>This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.</i>							
Buying Agency:	City of Lubbock Texas			Contractor:	DACO FIRE EQUIPMENT		
Contact Person:	David Gamboa			Prepared By:	ED BEENE		
Phone:	806-775-2163			Phone:	817-281-4172		
Fax:	806-775-2164			Fax:	817-281-6576		
Email:	dgamboa@mylubbock.us			Email:	ed@dacofire.com		
Product Code:	CA06	Description:	Rosenbauer 4-Door Tilt Cab, Formed Alum Body, Tandem Axle, 101' Rear Mount Steel Platform				
A. Product Item Base Unit Price Per Contractor's H-GAC Contract:							827356
B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable. (Note: Published Options are options which were submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
					Subtotal From Additional Sheet(s):		28273
						Subtotal B:	28273
C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary. (Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)							
Description		Cost	Description		Cost		
					Subtotal From Additional Sheet(s):		209564
						Subtotal C:	209564
Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).				For this transaction the percentage is:		24%	
D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C)							
Quantity Ordered:		1	X Subtotal of A + B + C:		1065193	=	Subtotal D: 1065193
E. H-GAC Order Processing Charge (Amount Per Current Policy)						Subtotal E: 2000	
F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation							
Description		Cost	Description		Cost		
DACO FIRE EQUIPMENT DISCOUNT		-40619					
					Subtotal F:		-40619
Delivery Date:		365		G. Total Purchase Price (D+E+F):		1026574	





1. OVERALL, HEAVY IS IN LEADERS BECAUSE UNBLESSED HEAVEN MAY BE OF A MORE POSITIVE NATURE.
2. NO NET SCALE MOVING.
3. ALL INDICATORS ARE APPROXIMATELY EQUAL TO CURRENT CHANGES.
4. SOLARIS MAY NOT SHOW ALL THE DETAILS OF THE CURRENT NETAL SPECIFICATION.
5. INCLUDING OF AN ITEM ON THE LIST MAY NOT BE CONSISTENT WITH THE FULL PUBLISHED LIST.

APPROVED BY:

CHASSIS: KOSINGHAUER COMMANDER

FORM: HOLT 1250 6/74

PAINT MATL: INACT DISCARD

COMP INTERIOR SPARTAN COAT

MAXIMUM HEIGHT	MONET

MAXIMUM LENGTH	NONE

BOOY WIDTH	101"

吳 棫

333

APPENDIX

PROPERTY & ESTATE

NOVEMBER 1971

hehbeck, 12 70 tipet

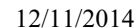
ИВНОК, Г. В. типет	-

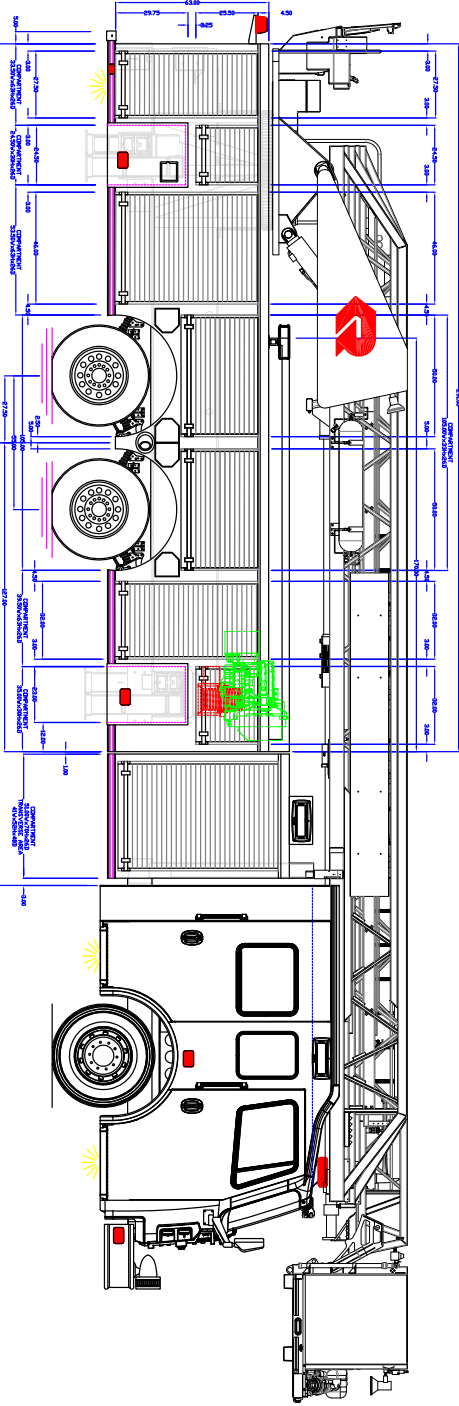
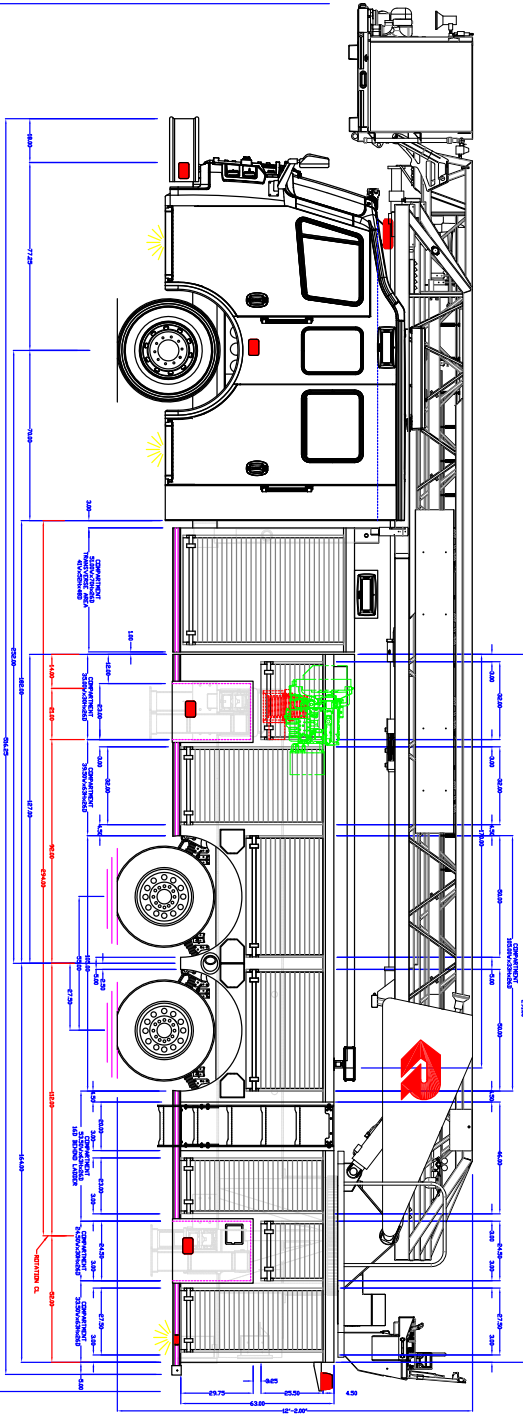
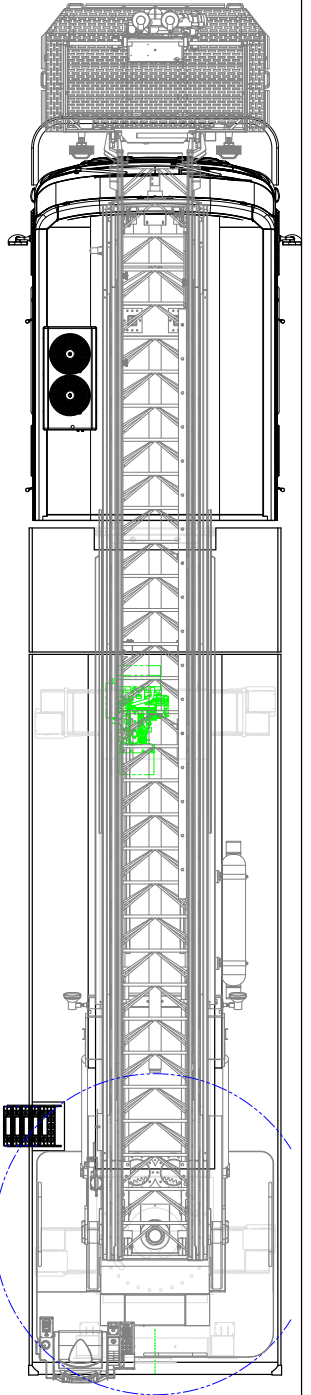
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LUBBOCK, TX
78' VIPER

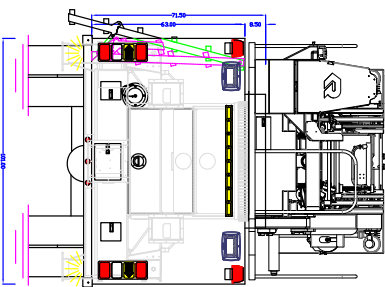
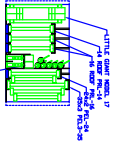


ROSENBAUER FX 1/8" -
hohk, 12 7/8 riper -





- NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. HEIGHTS MAY VARY SLIGHTLY ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE. DIMENSIONS ARE SUBJECT TO ENGINEERING CHANGES.
 4. DRAWING MAY OR MAY NOT SHOW ALL DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE AN INCLUSION OF THAT ITEM WITH THE FINAL DELIVERED UNIT.



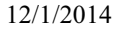
APPROVED BY:

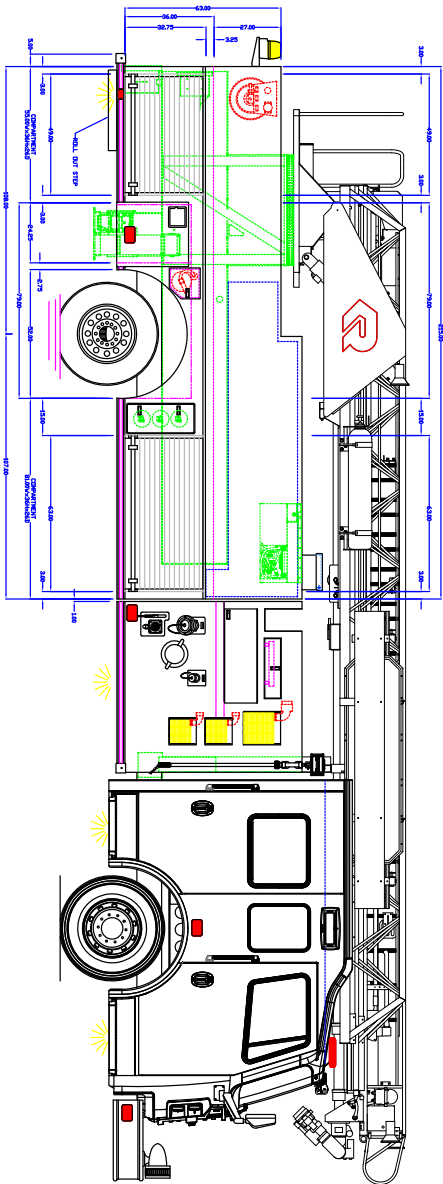
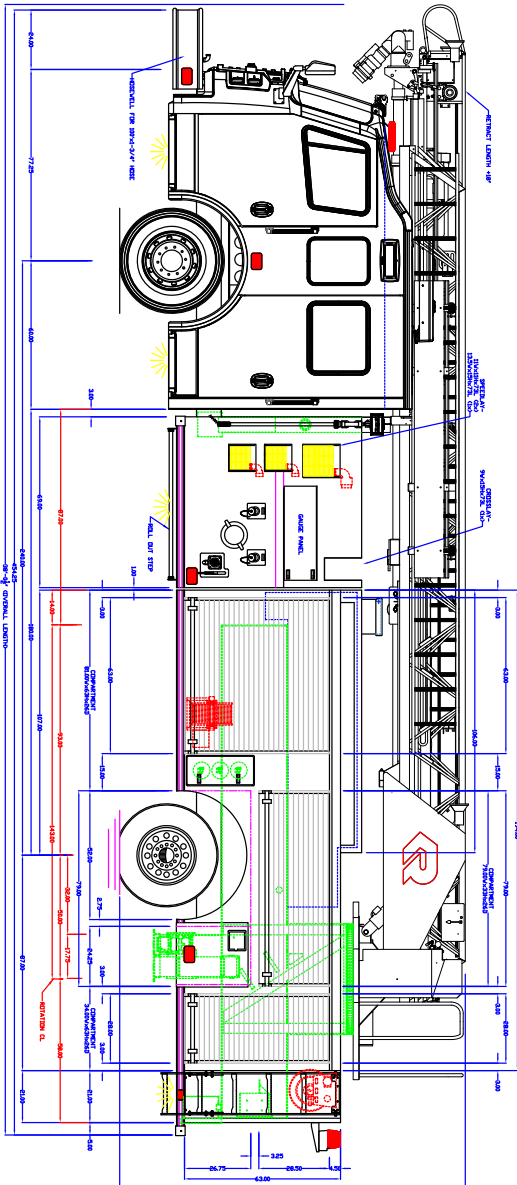
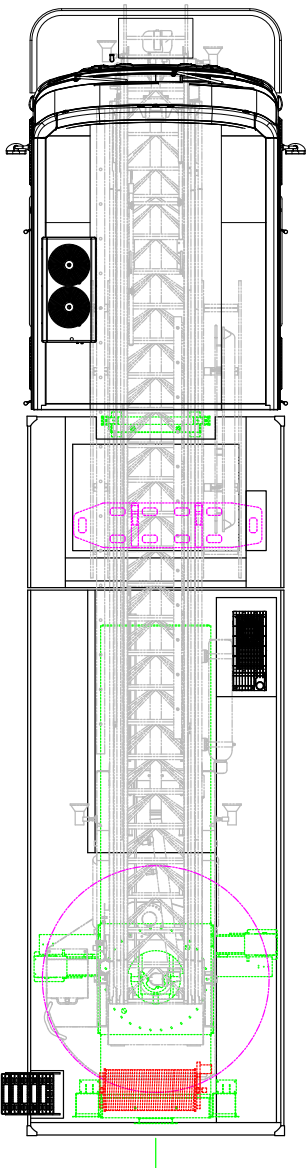


CHASSIS: ROSENBAUER COMMANDER	
PUMP: NONE	
TANK: NONE	
PANEL MATL: NA	
COMP. INTERIOR: SMPL. FINISH	
MAXIMUM HEIGHT	NONE
MAXIMUM LENGTH	NONE
BODY WIDTH	101"

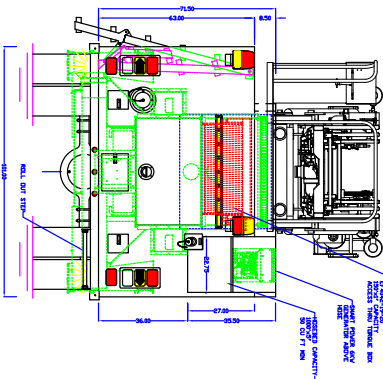
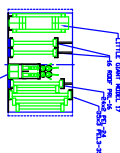
LUBBOCK, TX
101' COBRA-2014







- NOTES:
1. OVERALL HEIGHT IS IN LOADED CONDITION. UNLOADED HEIGHTS MAY BE 4" ABOVE HEIGHTS SHOWN.
 2. DO NOT SCALE DRAWING.
 3. ALL DIMENSIONS ARE APPROXIMATE AND SUBJECT TO ENGINEERING CHANGES.
 4. DRAWING MAY OR MAY NOT SHOW ALL ITEMS AS DESCRIBED IN THE WRITTEN DETAIL SPECIFICATIONS.
 5. INCLUSION OF AN ITEM ON THE DRAWING DOES NOT CONSTITUTE A GUARANTEE THAT THE ITEM WITH THE FINAL DELIVERED UNIT.



APPROVED BY:

CHASSIS:	ROSENBAUER COMMANDER
PUMP:	HALE 1250 GPM
TANK:	POLY/500/30/300(POLAD)
PANEL MATL:	BLACK THERMO
COMP INTERIOR:	SPATTER COAT
MAXIMUM HEIGHT:	NONE
MAXIMUM LENGTH:	NONE
BODY WIDTH:	101"

LUBBOCK, TX
78' VIPER



ROSENBAUER FX 1/8"
lubbock tx 78 viper



Regular City Council Meeting

5. 16.

Meeting Date: 01/22/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00004 for Zone Case 1917-F, a request of Cox/Dirks Architects, P.C., for Fleming Investments Properties, for a zoning change from C-4 Specific Use to C-4 limited to a hotel and all unconditionally permitted C-3 uses on West Wind Tract P, 307 Frankford Avenue.

Item Summary

On January 8, 2015 the City Council approved the first reading of the ordinance.

General comments:

Request of Cox/Dirks Architects, P.C. (for Fleming Investments Properties) for a zoning change from C-4 Specific Use to C-4 limited to a hotel and all unconditionally permitted C-3 uses on West Wind Tract P (307 Frankford Avenue).

Adjacent land uses:

N: (R-1) Single Family Homes

S: (C-3) Commercial - strip shopping center (AT&T store, Kaleidoscoop, Endzone)

E: (A-1) Family apartment district - Apartment complex (Meridian Park)

W: (C-3) Carwash and strip shopping center (Pizza Hut, Eskimo Hut)

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP. There should be commercial zoned property located at the intersection of a major thoroughfare and an expressway.

Zoning Policy:

The proposed zone change is within the 660 foot corner commercial policy district. It is recommended that the windows to the North facing the residential be opaque to protect the residents. Meeting the requirements and separation between districts and all other sections of the zoning ordinance C-4 should not affect any surrounding districts.

Effect on the adjacent street and thoroughfare system:

The proposed development should have access through existing properties which have curb cut/approaches to Frankford and 4th street. Both 4th Street and Frankford Avenue are major thoroughfares which can handle the commercial traffic generated by a hotel.

Recommendations:

On December 2, 2014 the Planning & Zoning Commission recommended the request with a vote of 7-0, with the following condition:

1. Tied to the proposed site plan and elevations with the ability for expansion with the depicted addition to the North.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1917-F

Zone Case 1917-F

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1917-F; A ZONING CHANGE FROM C-4 SPECIFIC USE TO C-4 ZONING DISTRICT LIMITED TO A HOTEL AND ALL UNCONDITIONALLY PERMITTED C-3 USES, ON WEST WIND TRACT P, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1917-F

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-4 Specific Use** to **C-4 zoning district limited to a hotel and all unconditionally permitted C-3 uses on West Wind Tract P, City of Lubbock, Lubbock County, Texas, located at 307 Frankford Avenue**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change shall be tied to the proposed site plan and elevations with the ability for expansion with the depicted addition to the North.**

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



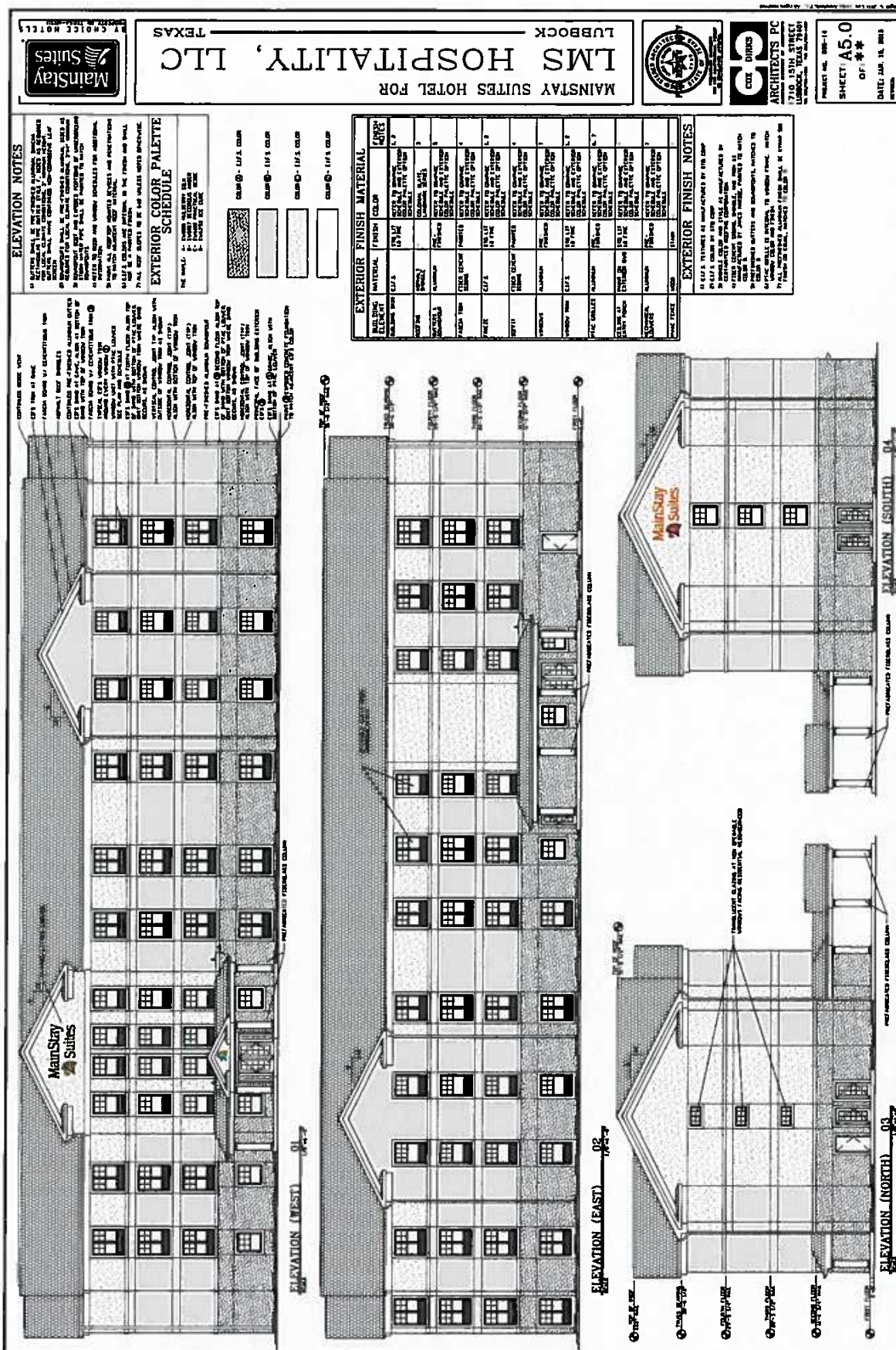
Andrew Paxton, Director of Planning

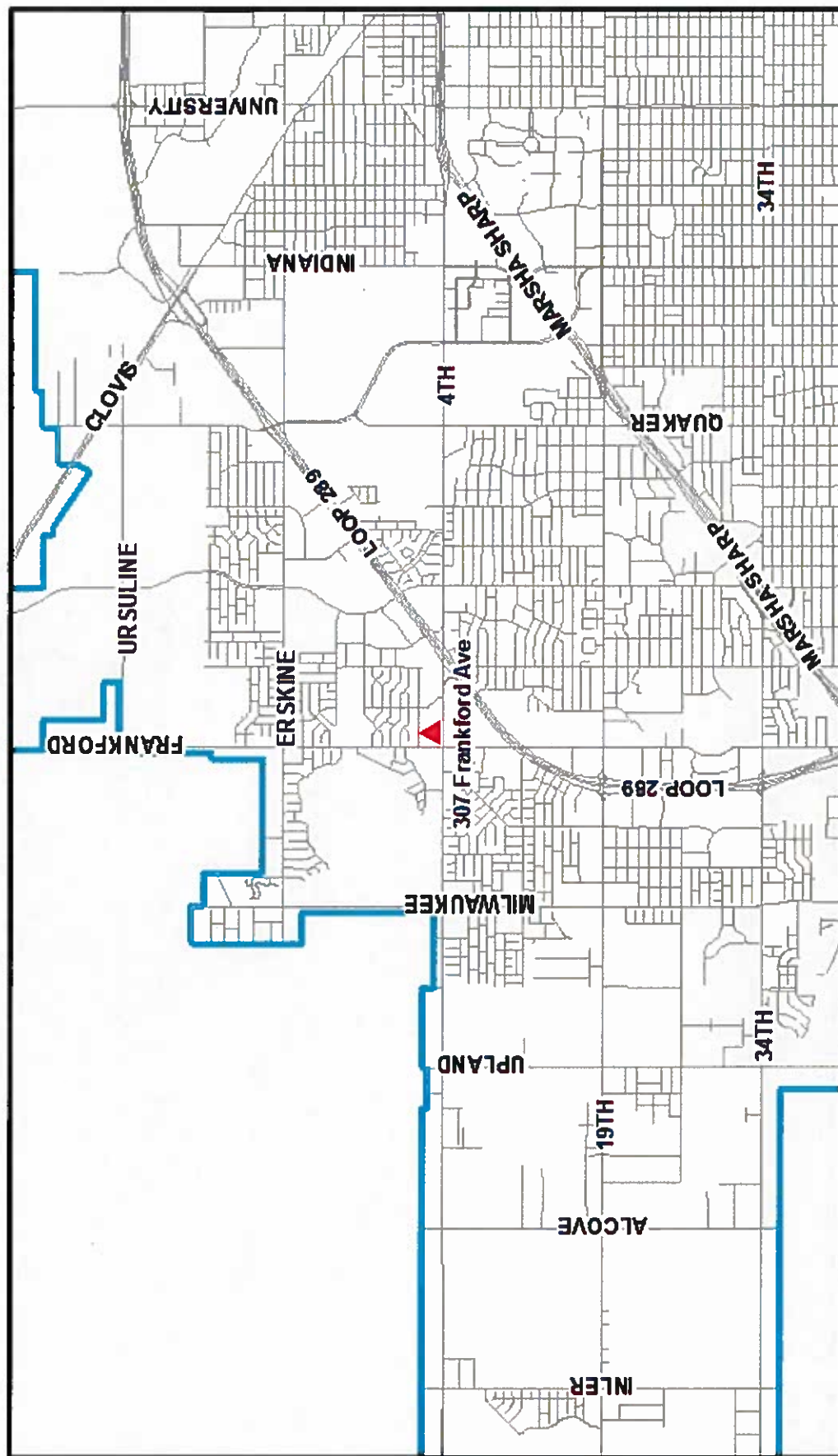
APPROVED AS TO FORM:



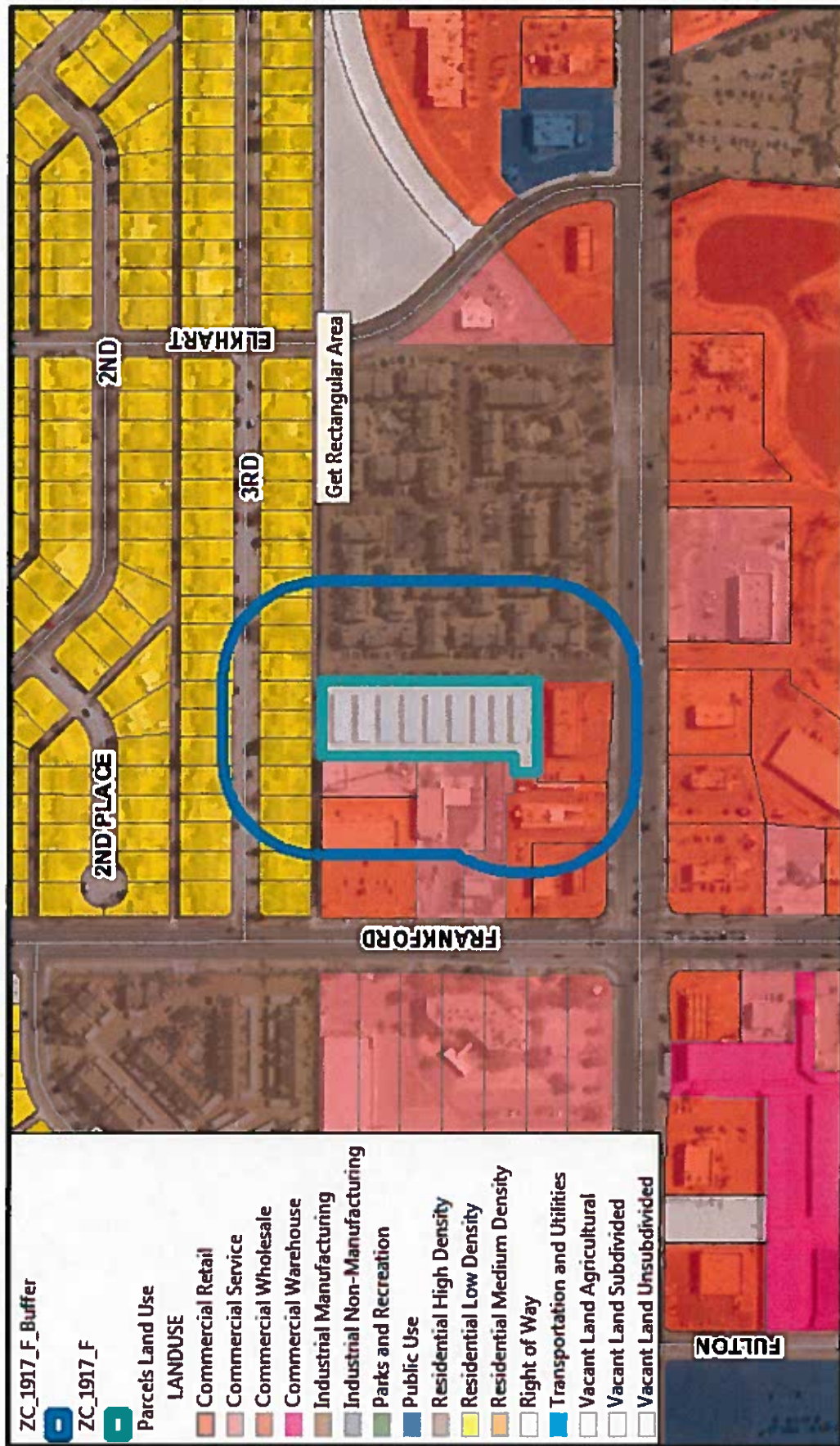
Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC1917-F
December 2, 2014



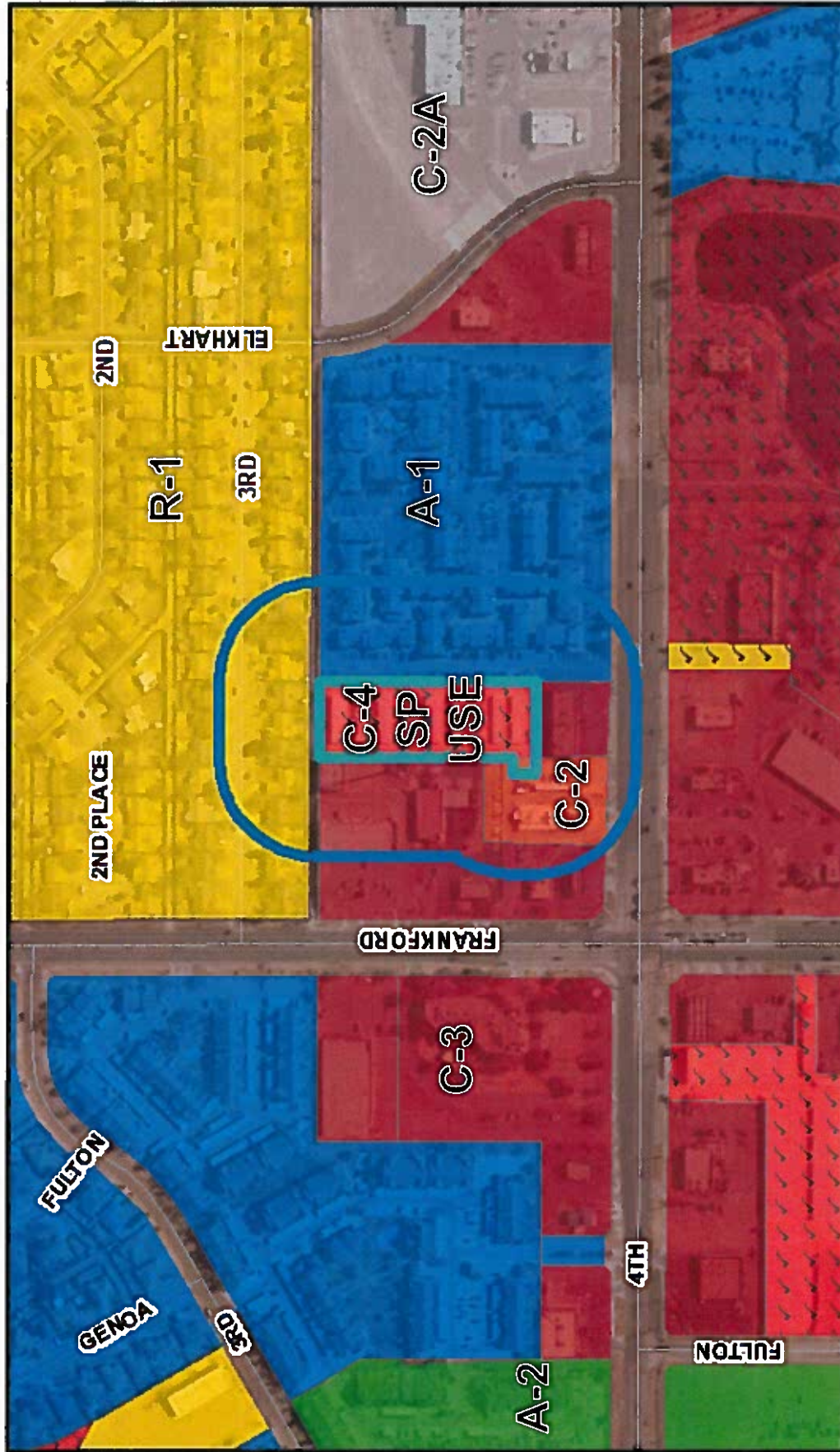


P.Z.C. Case 1917-F



P.Z.C. Case 1917-F

Request of Cox/Dirks Architects, P.C. (for Fleming Investments Properties) for a zoning change from C-4 Specific Use to C-4 limited to a hotel and all unconditionally permitted C-3 uses, 307 Frankford Avenue



P.Z.C. Case 1917-F Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission

PO Box 2000 / 1625 13th St

Lubbock, TX 79457

Applicant
(Please Print)

Cox/Dinks Architects, P.C.

1710 15th St

Street/Post Office Box

Lubbock TX 79401

City

State

Zip

(806) 762-1226

Telephone

For

Fleming Investments Properties

4630 50th St, Suite 618

Street/Post Office Box

Lubbock TX 79414

City

State

Zip

(806) 796-7355

Telephone

Location or Address:

307 Frankford Ave

Legal Description:*

Tract P West wind Add

Existing Land Use:

mini warehouses

Existing Zoning:

C-4 specific use

Acreage or Square Footage of Property:

Zoning Requested:

C-4

Proposed Development:

Hotel

If property is not subdivided, will preliminary plat be submitted?

Yes

No

Applicant's Signature

Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee:

\$ 475

(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

Pol. #8384

For City Use Only

Zone Case No.:

1917-F

Agenda No.:

Request for zoning change from:

C-4 specific use

To:

C-4 specific use
for a hotel.

to amend the conditions of Ord #

D10211

limited to a hotel fall

on Lot(s):

-

Block(s):

-

C-3 permitted uses

Subdivision:

West Wind TR P

Address:

307 Frankford Ave

ORDINANCE NO. 10211

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 1917-D; A ZONING CHANGE FROM C-3 TO C-4 SPECIFIC USE ZONING FOR MINI WAREHOUSES ON A PORTION OF LAND OUT OF SECTION 1, BLOCK JS, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS, PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council finds that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 29-29 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code 211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on the proposed amendment, and the public hearing according to said notice, was duly held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and, after said hearing, it was determined by the City Council that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 1917-D

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 29-24(c)(25) of the Code of Ordinances of the City of Lubbock from C-3 to C-4 Specific Use for mini warehouses on a portion of land out of Section 1, Block JS, City of Lubbock, Lubbock County, Texas, located north of 4th Street and east of Frankford. Subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION OF THE PLAT LIMITS OF TRACT "P" WEST WIND ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS BEING A REPLAT OF TRACT "G-2" WEST WIND ADDITION AND A PORTION OF THAT TRACT DESCRIBED IN VOLUME 4683 PAGE 127 OF THE REAL PROPERTY RECORDS OF LUBBOCK COUNTY, TEXAS AND FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 5/8" IRON ROD FOUND FOR THE NORTHEAST CORNER OF THIS TRACT AT THE NORTHWEST CORNER OF TRACT "E" WEST WIND ADDITION FROM WHENCE THE SOUTHWEST CORNER OF SECTION 1, BLOCK JS, LUBBOCK COUNTY, TEXAS IS

CALLED TO BEAR SOUTH A DISTANCE OF 677.99 FEET AND WEST A DISTANCE OF 560.00 FEET;

THENCE SOUTH, ALONG THE WEST LINE OF SAID TRACT "E", A DISTANCE OF 458.0 FEET TO A 5/8" IRON ROD FOUND AT THE NORTHEAST CORNER OF TRACT "D-1" WEST WIND ADDITION FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE WEST, ALONG THE NORTH LINE OF SAID TRACT "D-1", A DISTANCE OF 195.0 FEET TO A CONCRETE NAIL AND SHINER FOUND FOR A CORNER OF THIS TRACT;

THENCE NORTH, ALONG AN EAST LINE OF TRACT "G-1", A DISTANCE OF 50.0 FEET TO A CONCRETE NAIL AND SHINER FOUND FOR A CORNER OF THIS TRACT;

THENCE EAST, ALONG A SOUTH LINE OF TRACT "B" COX ENTERPRISES ADDITION, A DISTANCE OF 35.0 FEET TO A 1/2" IRON ROD WITH CAP FOUND FOR A CORNER OF THIS TRACT;

THENCE NORTH, ALONG THE EAST LINE OF TRACTS "A" AND "B" OF SAID COX ENTERPRISES ADDITION, A DISTANCE OF 408.0 FEET TO A 1/2" IRON ROD WITH CAP FOUND IN THE SOUTH LINE OF A 20 FOOT ALLEY FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE EAST, ALONG THE SOUTH LINE OF SAID ALLEY, A DISTANCE OF 160.0 FEET TO THE PLACE OF BEGINNING.

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. Amend the site plan to allow a seven foot masonry block wall fence on the north, east and south.**
- 2. The southwest gate shall be used as a secondary entrance.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 29-24 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the C-4 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 29-24(c)(25) of Codified Zoning Ordinance No. 7084 on the property described as a portion of land out of Section 1, Block JS, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 29-31 of the Zoning Ordinance of the City of Lubbock.

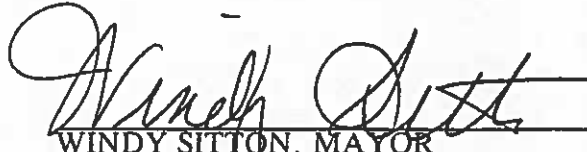
SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

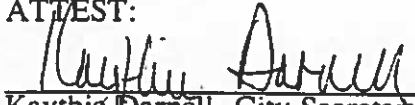
AND IT IS SO ORDERED.

Passed by the City Council on first reading this 28th day of October, 1999.

Passed by the City Council on second reading this 4th day of November, 1999.


WINDY SITTON, MAYOR

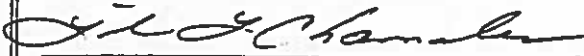
ATTEST:


Kaythie Darnell, City Secretary

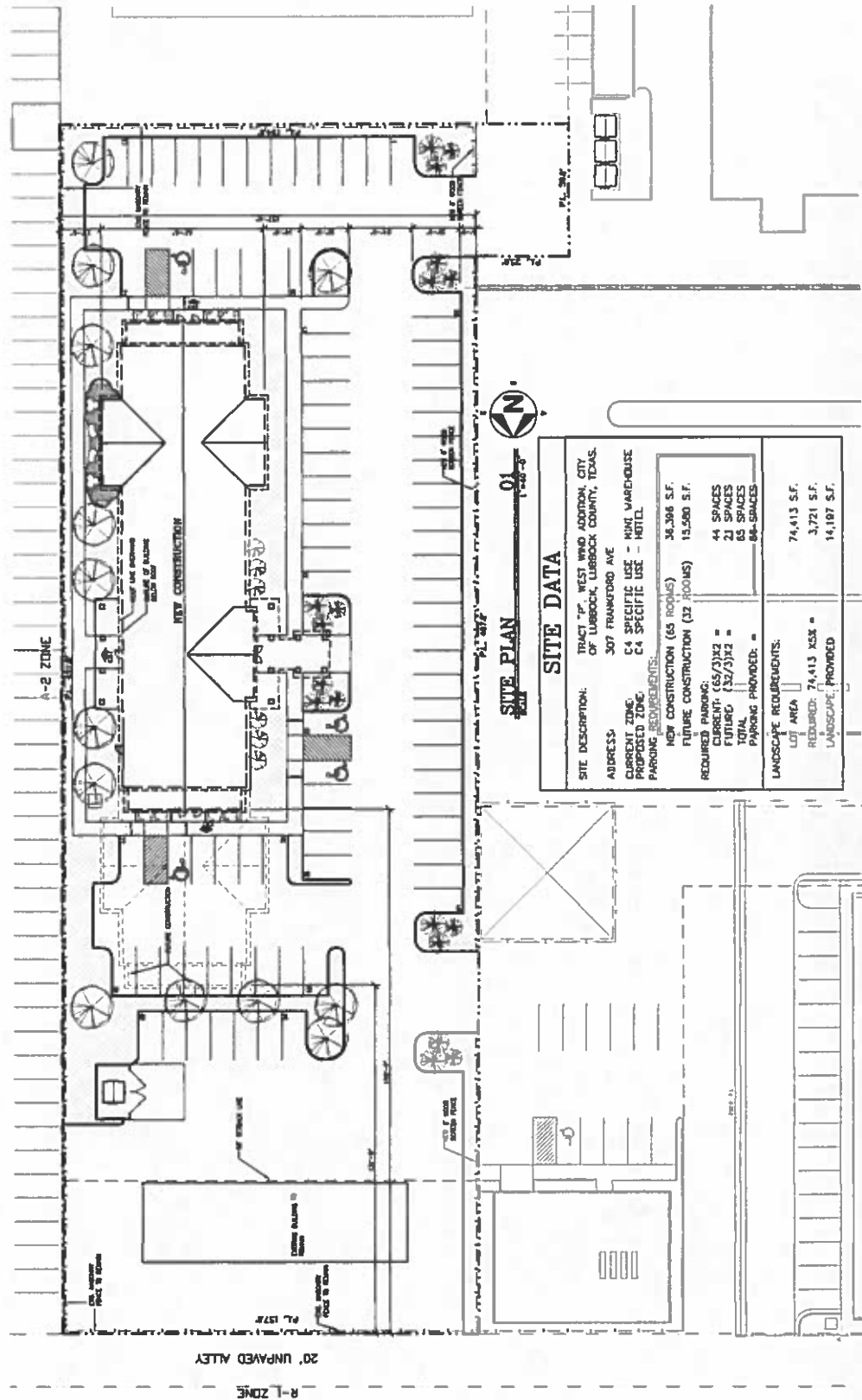
APPROVED AS TO CONTENT:

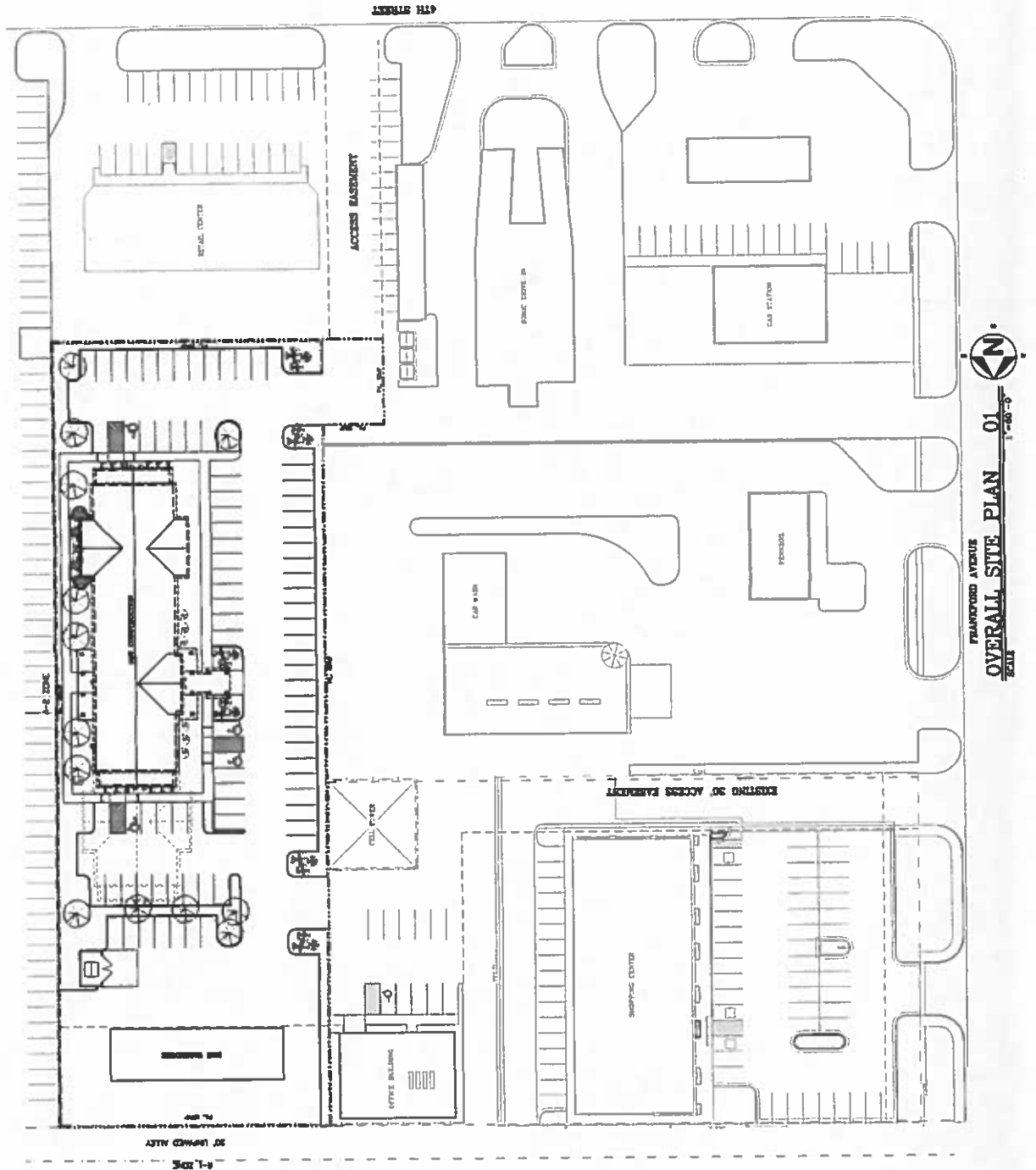

Randy Henson, Senior Planner

APPROVED AS TO FORM:


Linda L. Chamales, Supervising Attorney,
Office Practice Section

LLC:cp/ZC1917.ORD
Ccdocs/10/19/99





City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1917-F

In Favor of ☐

Opposed ☒

Reasons and/or Comments:

WE ALREADY HAVE TOO MUCH TRAFFIC ON 4TH ST. AND FRANKFORD. AND CITY COUNCIL IS GOING TO DO WHAT THEY WANT TO DO

RECEIVED

DEC 01 REC'D

PLANNING DEPARTMENT

Print Name ARNOLD GOMEZ

Signature: Arnold Gomez

Address: 5717 3RD ST

Address of Property Owned: 5717 3RD ST

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1917-F

In Favor of ☒

Opposed ☐

Reasons and/or Comments:

RECEIVED
NOV 26 REC'D
PLANNING DEPARTMENT

Print Name ROBERT W. WARREN

Signature: [Signature]

Address: 307 PRANK FORD, LUBBOCK

Address of Property Owned: 307- PRANK FORD

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

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Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1917-F

In Favor of ☒

Opposed ☐

Reasons and/or Comments:

RECEIVED

NOV 26 REC'D

PLANNING DEPARTMENT

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: _____

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 1917-F

In Favor of ☒

Opposed ☐

Reasons and/or Comments:

RECEIVED

NOV 26 REC'D

PLANNING DEPARTMENT

Print Name

Chet Barber

Signature:



Address:

5722 4th Lubbock, TX 79416

Address of Property Owned:

5722 4th Lubbock, TX 79416



Regular City Council Meeting

5. 17.

Meeting Date: 01/22/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0005 for Zone Case 3243, a request of Real Property Resources, Inc., for Betenbough Homes, for a zoning change from T to R-1 Specific Use on 169.745 acres of unplatted land out of Block AK, Section 23, southwest corner of 98th Street and Urbana Avenue.

Item Summary

On January 8, 2015 the City Council approved the first reading of the ordinance.

General comments:

The proponent is requesting a zone change from T to R-1 Specific Use with reduced front and side setbacks for residential lots.

Adjacent land uses:

N: T (Regency Park Subdivision and Vacant Land)

S: T (Vacant Land)

E: T, A-2 (Vacant Land and a Church)

W: T (Vacant Land)

Comprehensive Land Use Plan (CLUP):

The CLUP has this area outlined as low density residential. The request to rezone the property from T to R-1 Specific Use is in line with the CLUP, reserving the hard corners for commercial and residential in between.

Zoning Policy:

The request on zone cases for reduced setbacks on the front and side property lines is common among residential rezoning cases. No problems with the reduced setbacks have been seen and therefore the request is consistent with zoning policy.

Effect on the adjacent street and thoroughfare system:

Both 98th and Upland Avenue are planned thoroughfares, with Wausau Avenue functioning as the collector street. While 98th is intended to be paved from Upland to Alcove, at this time there are no immediate plans to do so. There should be minimal effect on the thoroughfare system.

Recommendations:

On December 2, 2014 the Planning & Zoning Commission recommended the request with a vote of 7-0, with the following conditions:

1. For the R-1 lots:

- a. 20-foot front setback.
- b. 15-foot front setback on cul-de-sac lots.
- c. 20-foot setback for garages
- d. 5-foot side setbacks on corner lots, excluding 98th Street and Wausau Avenue.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3243

Zone Case 3243

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3243**; A ZONING CHANGE FROM T TO R-1 SPECIFIC USE ON 169.745 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 23, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3243

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to R-1 Specific Use on **169.745 acres of unplatted land out of Block AK, Section 23, City of Lubbock, Lubbock County, Texas, located at southwest corner of 98th Street and Urbana Avenue**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the R-1 lots shall have:

- a) 20' front setback;**
- b) 15' front setback on cul-de-sac lots;**
- c) 20' setback for garages; and**
- d) 5' side setbacks on corner lots, excluding 98th Street and Wausau Avenue.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the T zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as southwest corner of 98th Street and Urbana Avenue, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3243
December 2, 2014

**DESCRIPTION OF A
169.7452 ACRE TRACT OF LAND IN
SECTION 23, BLOCK AK,
H.E. & W.T. RR. CO. SURVEY, ABST. NO. 263,
LUBBOCK COUNTY, TEXAS**

A 169.7452 ACRE TRACT OF LAND IN SECTION 23, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABST. NO. 263, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 187.7459 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2014000793 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 169.7452 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND IN THE NORTH LINE OF SAID SECTION 23 AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID 187.7459 ACRE TRACT AND THE NORTHWEST CORNER OF A 2.3217 ACRE TRACT OF LAND CONVEYED TO 87TH STREET PARTNERS, LLC, DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2014000792 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT, SAID BEGINNING POINT HAVING COORDINATES OF NORTHING: 7,248,099.82 AND EASTING: 908,941.72, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83, WHENCE A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23 BEARS S. 88° 10' 06" E. A DISTANCE OF 707.16 FEET, SAID NORTHEAST SECTION CORNER HAVING COORDINATES OF NORTHING: 7,248,077.22 AND EASTING: 909,648.34, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83;

THENCE S. 01° 50' 27" W, AT 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND IN THE SOUTH LINE OF A PROPOSED RIGHT-OF-WAY, CONTINUING FOR A TOTAL DISTANCE OF 759.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT AN ELL CORNER OF SAID 187.7459 ACRE TRACT, AT THE SOUTHWEST CORNER OF SAID 2.3217 ACRE TRACT, IN THE NORTH LINE OF AN 18.0007 ACRE TRACT OF LAND SURVEYED JUNE 27, 2014 BY STEVENS SURVEYING COMPANY, FOR A CORNER OF THIS TRACT;

THENCE N. 88° 10' 06" W. A DISTANCE OF 172.84 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT THE NORTHWEST CORNER OF SAID 18.0007 ACRE TRACT, FOR A CORNER OF THIS TRACT;

THENCE S. 01° 50' 27" W., AT A DISTANCE OF 891.07 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "H.R. & ASSOC." FOUND AT THE WEST COMMON CORNER OF SAID 18.0007 ACRE TRACT AND A 10.00 ACRE TRACT OF LAND CONVEYED TO ELIFE CHURCH, DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2010014546 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 1881.07 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT THE SOUTHWEST CORNER OF SAID ELIFE CHURCH TRACT AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 187.7459 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE A SQUARE HEAD BOLT FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 23 BEARS S. 88° 10' 23" E. A DISTANCE OF 880.00 FEET AND S. 01° 50' 27" W. A DISTANCE OF 2640.30 FEET, SAID SOUTHEAST SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,800.99 AND EASTING: 909,478.76, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83;

THENCE N. 88° 10' 23" W. A DISTANCE OF 2751.41 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID 187.7459 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 45" E., AT A DISTANCE OF 2585.30 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND IN THE SOUTH LINE OF A PROPOSED RIGHT-OF-WAY, CONTINUING FOR A TOTAL DISTANCE OF 2640.30 FEET TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF SAID SECTION 23, AT THE NORTHWEST CORNER OF SAID 187.7459 ACRE TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 10' 06" E., ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 2923.25 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83.

I, SAMUEL WYATT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

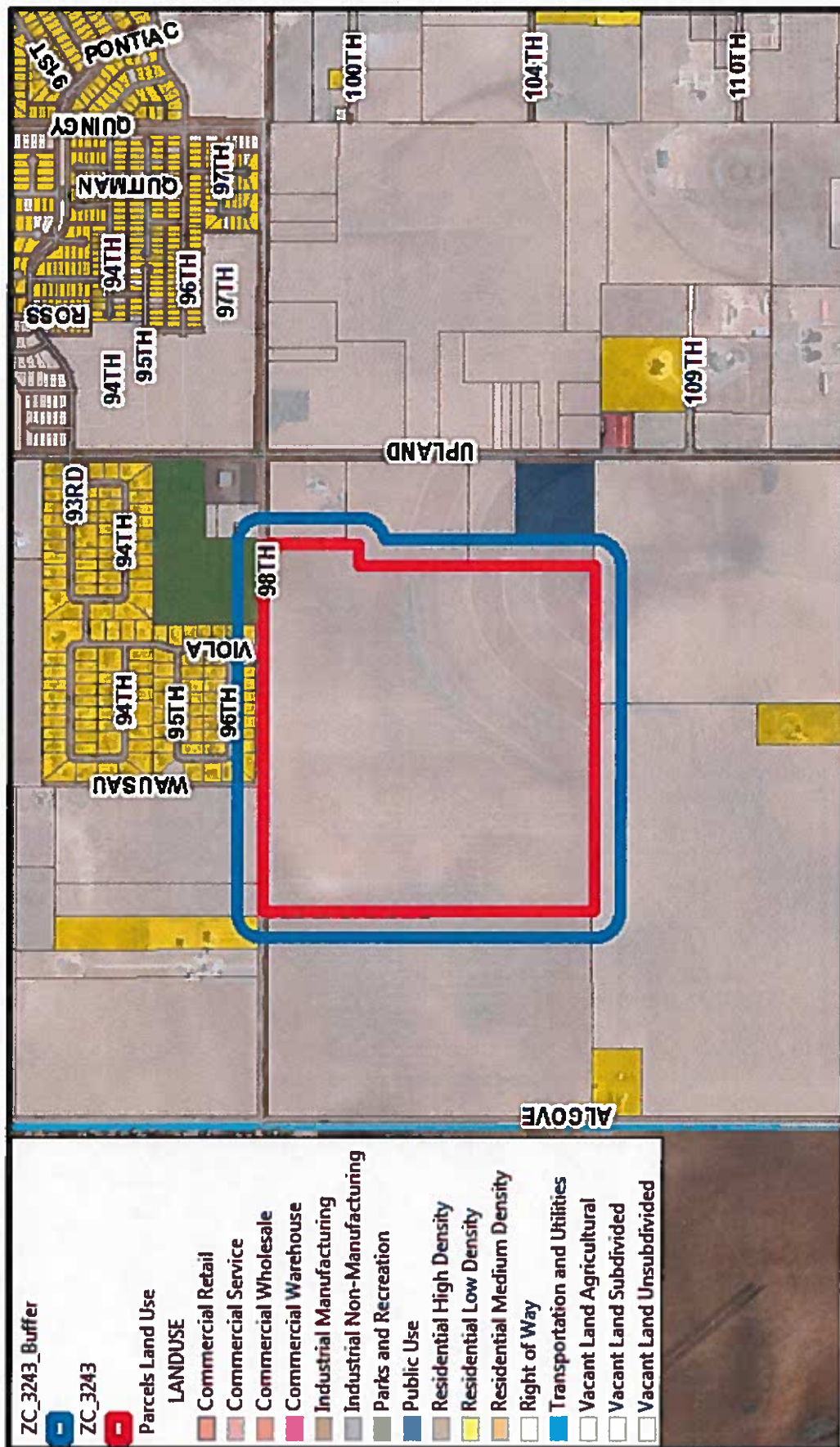
SURVEYED JUNE 27, 2014

SAMUEL WYATT
R.P.L.S. 6453

SURVEYOR'S REPORT:

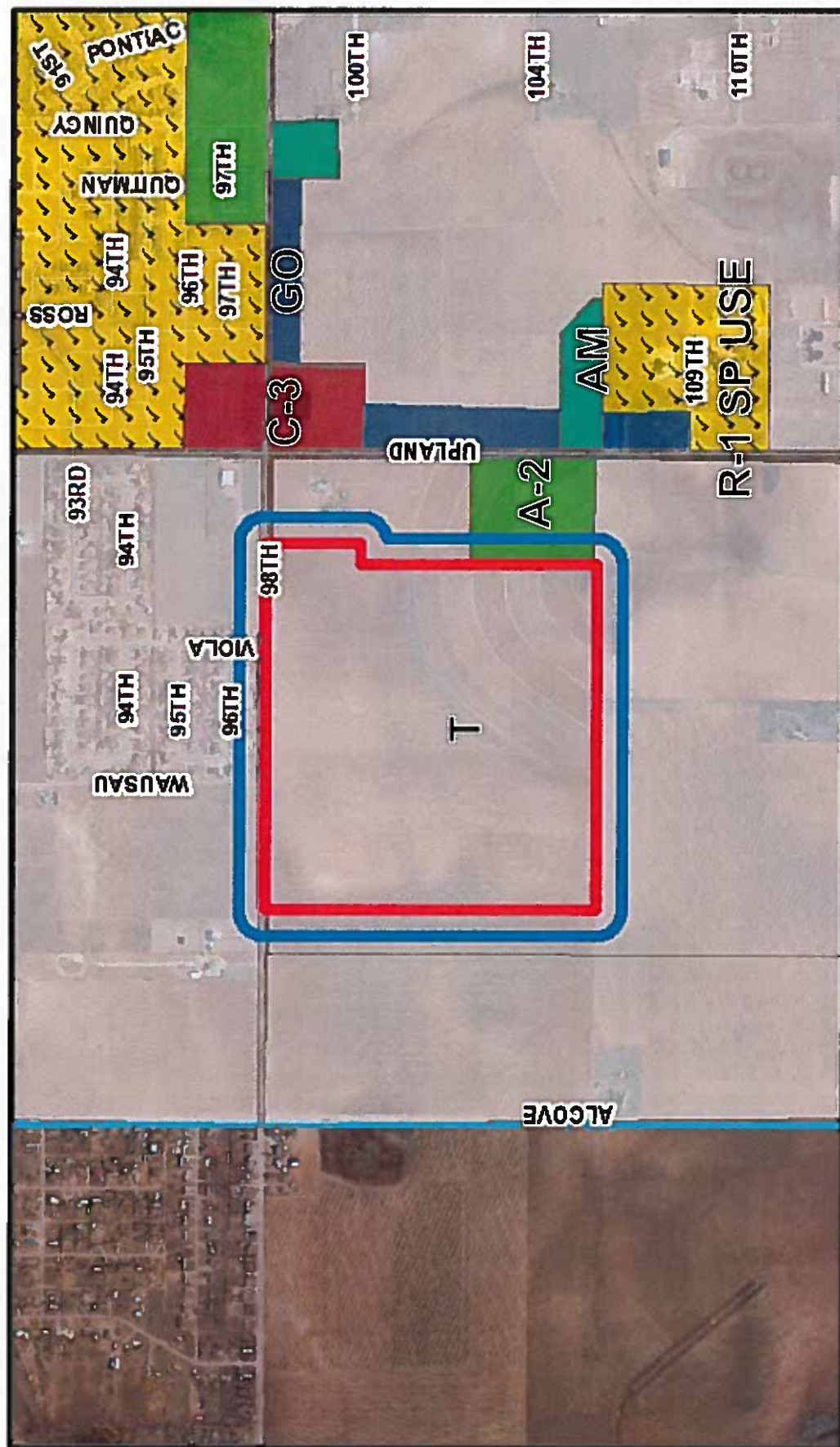
THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.

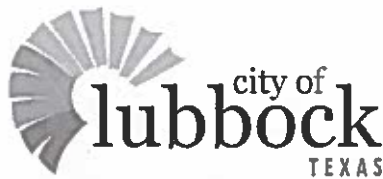


P.Z.C. Case 3243

Request of Real Property Resources, Inc. (for Betenbough Homes) for a zoning change from T to R-1 Specific Use, southwest corner of 98th Street and Urbana Avenue



P.Z.C. Case 3243 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

ATTN: CHRIS BERRY

Applicant
(Please Print)

REAL PROPERTY RESOURCES INC,

For

BETENBOUGH HOMES

6305 82ND STREET

same

Street/Post Office Box

Street/Post Office Box

LUBBOCK

TX

79424

City

State

Zip

City

State

Zip

(806) 797 9494

()

Telephone

Telephone

Location or Address:

98TH & UPLAND SW CORNER

Legal Description:*

SEE ATTACHED

Existing Land Use:

AG

Existing Zoning:

Transition

Acreage or Square Footage of Property:

SEE ATTACHED

Zoning Requested:

R-1 Specific Use

15' Set back to cul-de-sac +

Proposed Development:

WINDSTONE @ UPLAND

If property is not subdivided, will preliminary plat be submitted? Attached

Yes



No

Applicant's Signature

Chris Berry

Date

10-20-14

Filing Fee:

(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

MJB

MJP 43

Zone Case No.:

3143

Agenda No.:

Request for zoning change from:

T

To:

R-1 SP USE

on Lot(s):

169.74 acres of unplatted

Block(s):

Subdivision:

land out of Block AK section 23

Address:

Southwest corner of
98th Street & Urbana Ave

**DESCRIPTION OF A
169.7452 ACRE TRACT OF LAND IN
SECTION 23, BLOCK AK,
H.E. & W.T. RR. CO. SURVEY, ABST. NO. 263,
LUBBOCK COUNTY, TEXAS**

A 169.7452 ACRE TRACT OF LAND IN SECTION 23, BLOCK AK, H.E. & W.T. RR. CO. SURVEY, ABST. NO. 263, LUBBOCK COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN 187.7459 ACRE TRACT OF LAND CONVEYED TO REAL PROPERTY RESOURCES, DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2014000793 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID 169.7452 ACRE TRACT BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND IN THE NORTH LINE OF SAID SECTION 23 AT THE MOST NORTHERLY NORTHEAST CORNER OF SAID 187.7459 ACRE TRACT AND THE NORTHWEST CORNER OF A 2.3217 ACRE TRACT OF LAND CONVEYED TO 87TH STREET PARTNERS, LLC, DESCRIBED IN A SPECIAL WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2014000792 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, FOR THE NORTHEAST CORNER OF THIS TRACT, SAID BEGINNING POINT HAVING COORDINATES OF NORTHING: 7,248,099.82 AND EASTING: 908,941.72, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83, WHENCE A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT THE NORTHEAST CORNER OF SAID SECTION 23 BEARS S. 88° 10' 06" E. A DISTANCE OF 707.16 FEET, SAID NORTHEAST SECTION CORNER HAVING COORDINATES OF NORTHING: 7,248,077.22 AND EASTING: 909,648.34, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83;

THENCE S. 01° 50' 27" W, AT 55.00 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND IN THE SOUTH LINE OF A PROPOSED RIGHT-OF-WAY, CONTINUING FOR A TOTAL DISTANCE OF 759.00 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT AN ELL CORNER OF SAID 187.7459 ACRE TRACT, AT THE SOUTHWEST CORNER OF SAID 2.3217 ACRE TRACT, IN THE NORTH LINE OF AN 18.0007 ACRE TRACT OF LAND SURVEYED JUNE 27, 2014 BY STEVENS SURVEYING COMPANY, FOR A CORNER OF THIS TRACT;

THENCE N. 88° 10' 06" W. A DISTANCE OF 172.84 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT THE NORTHWEST CORNER OF SAID 18.0007 ACRE TRACT, FOR A CORNER OF THIS TRACT;

THENCE S. 01° 50' 27" W., AT A DISTANCE OF 891.07 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "H.R. & ASSOC." FOUND AT THE WEST COMMON CORNER OF SAID 18.0007 ACRE TRACT AND A 10.00 ACRE TRACT OF LAND CONVEYED TO ELIFE CHURCH, DESCRIBED IN A WARRANTY DEED RECORDED IN COUNTY CLERK'S FILE NUMBER 2010014546 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, CONTINUING FOR A TOTAL DISTANCE OF 1881.07 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND AT THE SOUTHWEST CORNER OF SAID ELIFE CHURCH TRACT AND THE MOST SOUTHERLY SOUTHEAST CORNER OF SAID 187.7459 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE A SQUARE HEAD BOLT FOUND AT THE SOUTHEAST CORNER OF SAID SECTION 23 BEARS S. 88° 10' 23" E. A DISTANCE OF 880.00 FEET AND S. 01° 50' 27" W. A DISTANCE OF 2640.30 FEET, SAID SOUTHEAST SECTION CORNER HAVING COORDINATES OF NORTHING: 7,242,800.99 AND EASTING: 909,478.76, TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83;

THENCE N. 88° 10' 23" W. A DISTANCE OF 2751.41 FEET TO A 1/2" IRON ROD WITH A CAP MARKED "RPLS 4460" FOUND AT THE SOUTHWEST CORNER OF SAID 187.7459 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 01° 51' 45" E., AT A DISTANCE OF 2585.30 FEET PASS A 1/2" IRON ROD WITH A CAP MARKED "STEVENS RPLS 4339" FOUND IN THE SOUTH LINE OF A PROPOSED RIGHT-OF-WAY, CONTINUING FOR A TOTAL DISTANCE OF 2640.30 FEET TO A 1/2" IRON ROD FOUND IN THE NORTH LINE OF SAID SECTION 23, AT THE NORTHWEST CORNER OF SAID 187.7459 ACRE TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 10' 06" E., ALONG THE NORTH LINE OF SAID SECTION 23, A DISTANCE OF 2923.25 FEET TO THE POINT OF BEGINNING. BEARINGS ARE GRID BEARINGS BASED ON THE TEXAS COORDINATE SYSTEM, TXNC ZONE 4202, NAD'83.

I, SAMUEL WYATT, REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THIS DESCRIPTION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY AND THAT THE INFORMATION HEREON REPRESENTS THE FINDINGS OF THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.

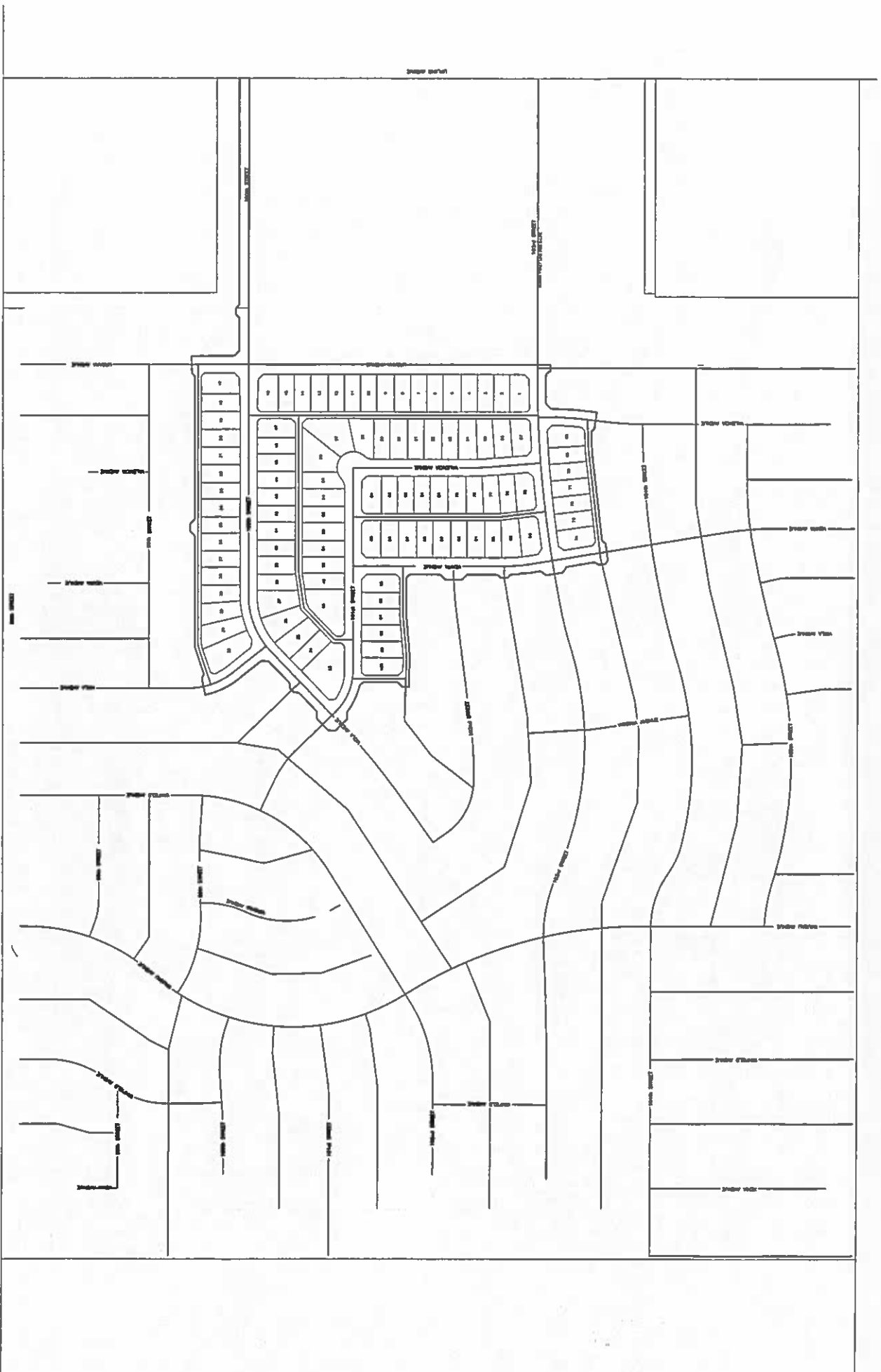
SURVEYED JUNE 27, 2014

SAMUEL WYATT
R.P.L.S. 6453

SURVEYOR'S REPORT:

THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.

FOUND MONUMENTS ARE ACCEPTED AS CONTROLLING EVIDENCE DUE TO SUBSTANTIAL AGREEMENT WITH RECORD DOCUMENTS.





Regular City Council Meeting

5. 18.

Meeting Date: 01/22/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0006 for Zone Case 3244, a request of Burl Masters, for South Upland Development, for a zoning change from T to GO on 3.739 acres of unplatted land out of Block AK, Section 19, south of 114th Street and east of Upland Avenue.

Item Summary

On January 8, 2015 the City Council approved the first reading of the ordinance.

General comments:

The request is for a Garden Office tract. Note: The original request was for three different parcels with multiple zoning requests. The planning commission only approved the Garden Office portion of the request.

Adjacent land uses:

To the north are a few existing large lot residences. To the south, east, and west is vacant land.

Comprehensive Land Use Plan (CLUP):

The garden office request is consistent with the CLUP. These buffer districts located along the thoroughfare offer a buffer to the future residential development to the south.

Zoning Policy:

Much like the CLUP policies, the buffer district Garden Office adjacent to a thoroughfare is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:

The projects should have little effect on the thoroughfare system; considered as a completed full width thoroughfare. If the proposed projects are developed today, they would be accessing the property from the two lane strip paved 114th Street which should eventually be constructed as a full width thoroughfare.

Recommendations:

On December 2, 2014 the Planning & Zoning (P&Z) Commission recommended the Garden Office request with a vote of 7-0, with the following condition:

1. All lighting shall be designed to not produce any glare on adjacent properties.

The P&Z Commission denied the request for A-2 and C-4 Specific Use for an Special Event Center. That portion of the request was not forwarded on the City Council.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3244

Zone Case 3244

Map - Zone Case 3244

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3244**; A ZONING CHANGE FROM T TO GO ZONING DISTRICT ON **3.739 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 19, LUBBOCK, TEXAS**; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3244

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to GO zoning district on **3.739 acres of unplatted land out of Block AK, Section 19, City of Lubbock, Lubbock County, Texas located at south of 114th Street and east of Upland Avenue**, subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT all lighting shall be designed to not produce any glare on adjacent properties.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



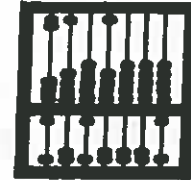
Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3244
December 2, 2014

ABACUS

ENGINEERING
SURVEYING

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



"Count on it"

GARDEN OFFICE **TR. A**

Metes and Bounds Description prepared for Zone Change Purposes Only on a 3.739 acre tract out of Section 19, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at the Northwest corner of this tract which bears S 88° 16' 43" E, 834.83 feet from the Northwest corner of Section 19, Block AK;

THENCE S 88°16'43" E, 533.26 feet;

THENCE S 01°43'17" W, 305.08 feet

THENCE N 88°16'43" W, 534.37 feet;

THENCE N 01°55'48" E, 305.08 feet to the PLACE of BEGINNING, containing 3.739 Acres

A-2 **TR. B**

Metes and Bounds Description prepared for Zone Change Purposes Only on a 10.604 acre tract out of Section 19, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at the Northwest corner of this tract which bears S 88°16'43" E, 1368.09 feet from the Northwest corner of Section 19, Block AK;

THENCE S 88°16'43" E, 852.88 feet;

THENCE S 02°08'56" W, 274.32 feet;

THENCE S 38°52'56" W, 598.25 feet;

THENCE N 51°07'04" W, 555.53 feet;

THENCE Northwesterly, with a curve to the right having a radius of 118.03 feet, a central angle of 52°50'21", a chord distance of 105.03 feet, and a chord bearing of N 24°41'54" W;

THENCE N 01°43'17" E, 321.46 feet to the PLACE of BEGINNING, containing 10.604 Acres.

C-4 Specific Use **TR. C**

Metes and Bounds Description prepared for Zone Change Purposes Only on a 2.480 acre tract out of Section 19, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at the Northeast corner of the NW/4 of Section 19, Block AK;

THENCE S 01°43'56" W, 490.13 feet;

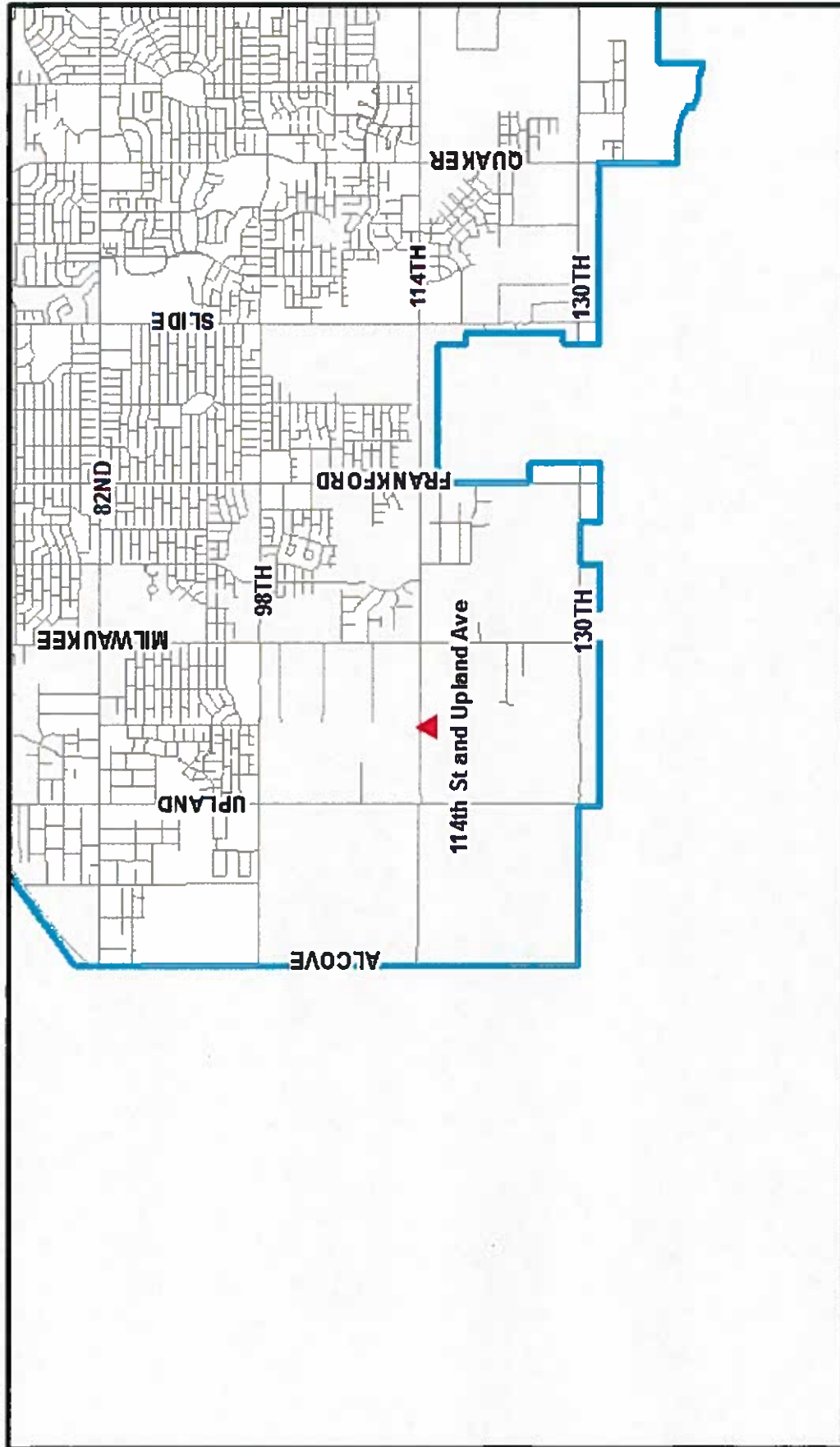
THENCE N 88°16'43" W, 222.29 feet;

THENCE N 02°08'44" E, 490.14 feet;

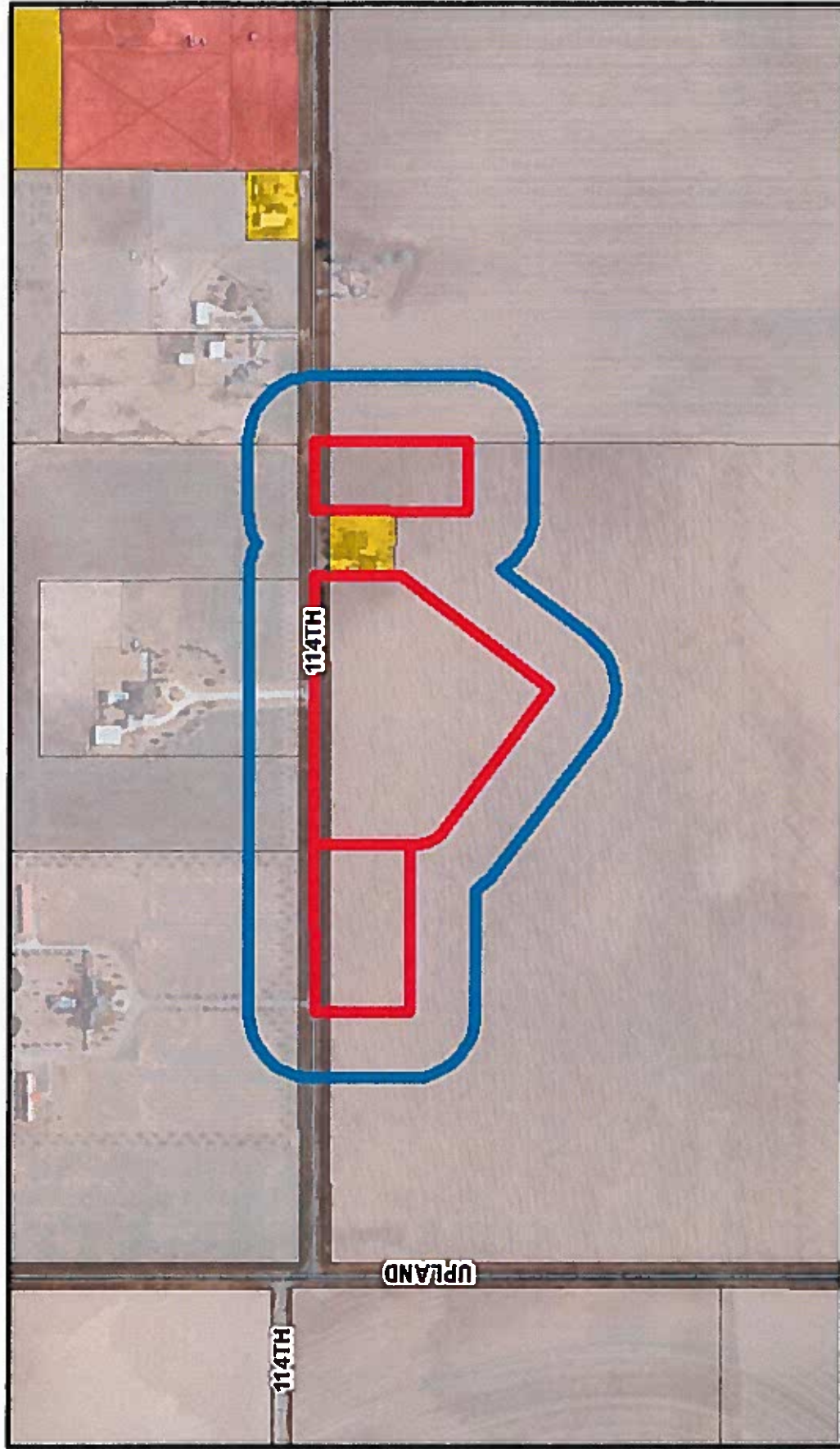
THENCE S 88°16'43" E, 218.67 feet to the PLACE of BEGINNING, containing 2.480 Acres.

Prepare for Zone Change Purposes only Does not represent a survey.

16.823
acres

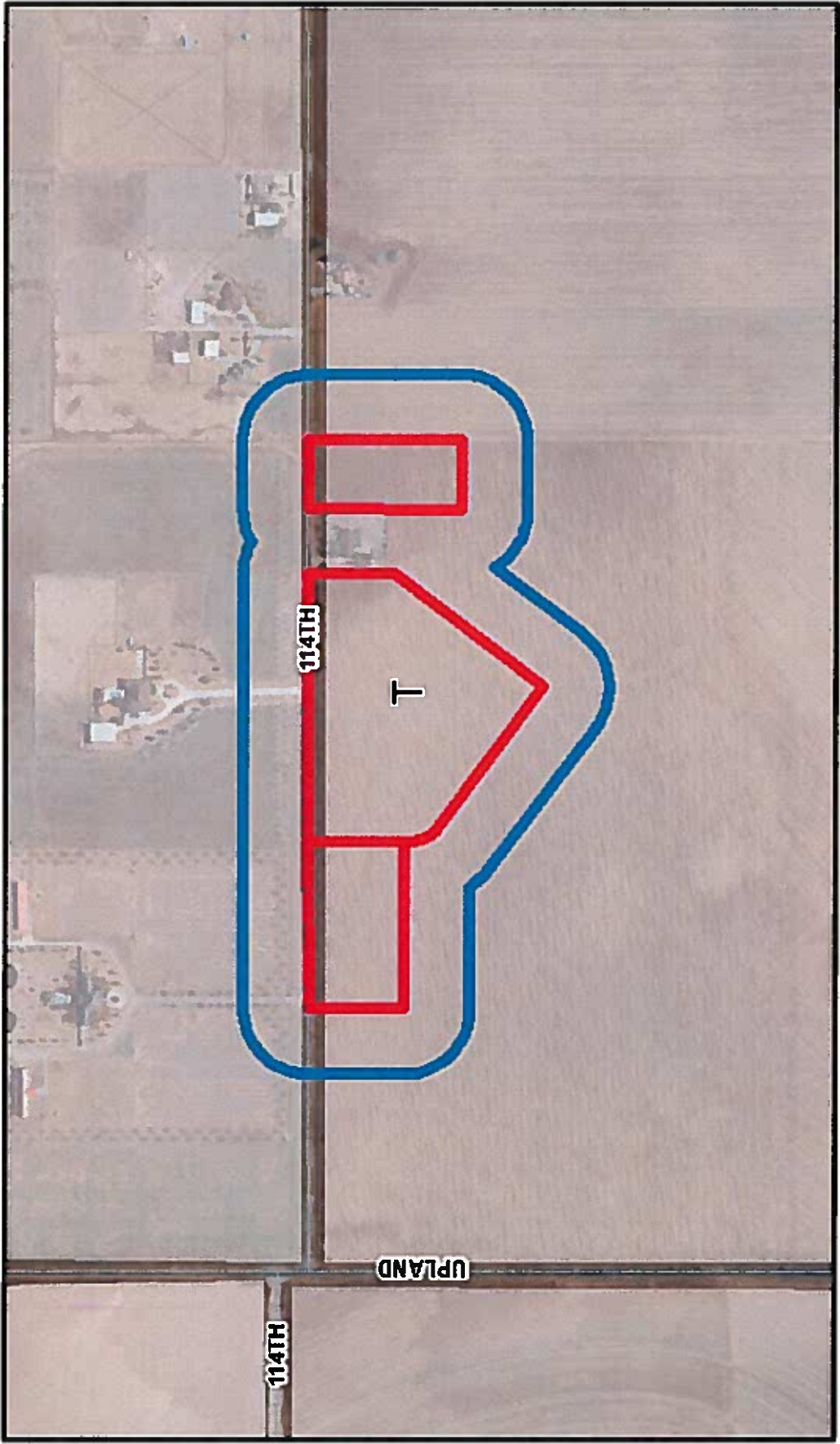


P.Z.C. Case 3244



P.Z.C. Case 3244

Request of Burl Masters (for South Upland Development) for a zoning change from T to GO, A-2, and C-4 Specific Use for a special events center, south of 114th Street and east of Upland Avenue



P.Z.C. Case 3244 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission

PO Box 2000 / 1625 13th St

Lubbock, TX 79457

Applicant
(Please Print)

Buizl M. MASTERS

For

So. Upland Dev.

P.O. Box 94890

Street/Post Office Box

Street/Post Office Box

LA 2

79493

City

State

Zip

City

State

Zip

(806)

543.6662

Telephone

()

Telephone

Location or Address:

114th St. & Upland Ave

Legal Description:*

SEE ATTACHMENTS

Existing Land Use:

VAC.

Existing Zoning:

T

Acreage or Square Footage of Property:

139.5 AC.

Zoning Requested:

GO/A-2/C-4 Sp. USE

Proposed Development:

RESIDENTIAL SUBDIVISION

If property is not subdivided, will preliminary plat be submitted?

Yes

No

Applicant's Signature

Date

11/10/14

Filing Fee:

523⁰⁰

(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

receipt 18216

For City Use Only

mtb

map 43

Zone Case No.:

3244

Agenda No.:

Request for zoning change from:

T

To:

GO, A-2, C-4 specific use

on Lot(s):

Block(s):

Subdivision:

16.823 acres of unplatted land
out of Block AK, section 19

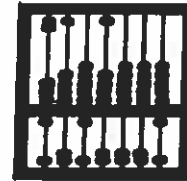
Address:

South of 114th St + east of
Upland Ave.

ABACUS

ENGINEERING
SURVEYING

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



"Count on it"

GARDEN OFFICE

TR. A

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BEGINNING at the Northwest corner of this tract which bears S 88° 16' 43" E, 834.83 feet from the Northwest corner of Section 19, Block AK;

THENCE S 88°16'43" E, 533.26 feet;

THENCE S 01°43'17" W, 305.08 feet

THENCE N 88°16'43" W, 534.37 feet;

THENCE N 01°55'48" E, 305.08 feet to the PLACE of BEGINNING, containing 3.739 Acres

A-2

TR. B

Metes and Bounds Description prepared for Zone Change Purposes Only on a 10.604 acre tract out of Section 19, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at the Northwest corner of this tract which bears S 88°16'43" E, 1368.09 feet from the Northwest corner of Section 19, Block AK;

THENCE S 88°16'43" E, 852.88 feet;

THENCE S 02°08'56" W, 274.32 feet;

THENCE S 38°52'56" W, 598.25 feet;

THENCE N 51°07'04" W, 555.53 feet;

THENCE Northwesterly, with a curve to the right having a radius of 118.03 feet, a central angle of 52°50'21", a chord distance of 105.03 feet, and a chord bearing of N 24°41'54" W;

THENCE N 01°43'17" E, 321.46 feet to the PLACE of BEGINNING, containing 10.604 Acres.

C-4 Specific Use

TR. C

Metes and Bounds Description prepared for Zone Change Purposes Only on a 2.480 acre tract out of Section 19, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at the Northeast corner of the NW/4 of Section 19, Block AK;

THENCE S 01°43'56" W, 490.13 feet;

THENCE N 88°16'43" W, 222.20 feet;

THENCE N 02°08'44" E, 490.14 feet;

THENCE S 88°16'43" E, 218.67 feet to the PLACE of BEGINNING, containing 2.480 Acres.

Prepare for Zone Change Purposes only Does not represent a survey.

16.823
acres

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3244

In Favor of

Opposed X Strongly

Reasons and/or Comments:

This will negatively impact 114th, Upland, & those south of 1585 that travel Upland w/ increased traffic thus increased congestion along w/ other negative consequences.

Propose zoning for large residential lots.

Print Name Kleta Gerner
Signature: Kleta Gerner
Address: 6722 114th St
Address of Property Owned: SAA

3 of 7

RECEIVED

DEC 03 REC'D

PLANNING DEPARTMENT

Zone Case Number: 3244

81021

BRUENING BRIAN J &

CAROLYN R

7010 114TH ST

LUBBOCK

TX 79424-6030

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3244

In Favor of ☐

Opposed ☒

Reasons and/or Comments:

Very bad idea!

RECEIVED

DEC 12 REC'D

PLANNING DEPARTMENT

Print Name Carleton J. Phillips
Signature: C. Phillips
Address: 6814-114th
Address of Property Owned: 6814-114th St

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(3)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3244

In Favor of ☒

Opposed ☐

Reasons and/or Comments:

RECEIVED

DEC 6 1 REC'D

PLANNING DEPARTMENT

Print Name Mary M. Langford SDM Group, LP
Signature: Mary M. Langford
Address: 8417 E 64th Place Tulsa, OK 74133
Address of Property Owned: SE corner 114th Street and Upland

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3244

In Favor of

Opposed



Reasons and/or Comments:

Zoning is a promise to citizens, that when they buy property they know what they are getting as far as future development. Our neighborhood is a semi-rural residential area. The proposed development will change the area -- more traffic and people.
We respectfully ^{request} ~~the~~ zoning NOT be changed.

Print Name

Vernon C. Farthing M.D. Christine Farthing

Signature:

Vernon C. Farthing Christine A. Farthing

Address:

Address of Property Owned: 7120 114th Street Lubbock TX 79424

4 of 7

RECEIVED

NOV 26 REC'D

PLANNING DEPARTMENT

Zone Case Number: 3244

74918

FARTHING VERNON C JR & CHRISTINE A
7120 114TH ST

LUBBOCK

TX 79424

③

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

RECEIVED
NOV 26 REC'D
PLANNING DEPARTMENT

Address of Property Owned: _____

TX 79453

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

13

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3244

In Favor of ☐

Opposed ☒

Reasons and/or Comments:

a special events center or a zoning change is not the best use of this property.

RECEIVED

NOV 26 REC'D

PLANNING DEPARTMENT

Print Name

Carol McKelvy McWhorter

Signature:

Carol McKelvy McWhorter

Address:

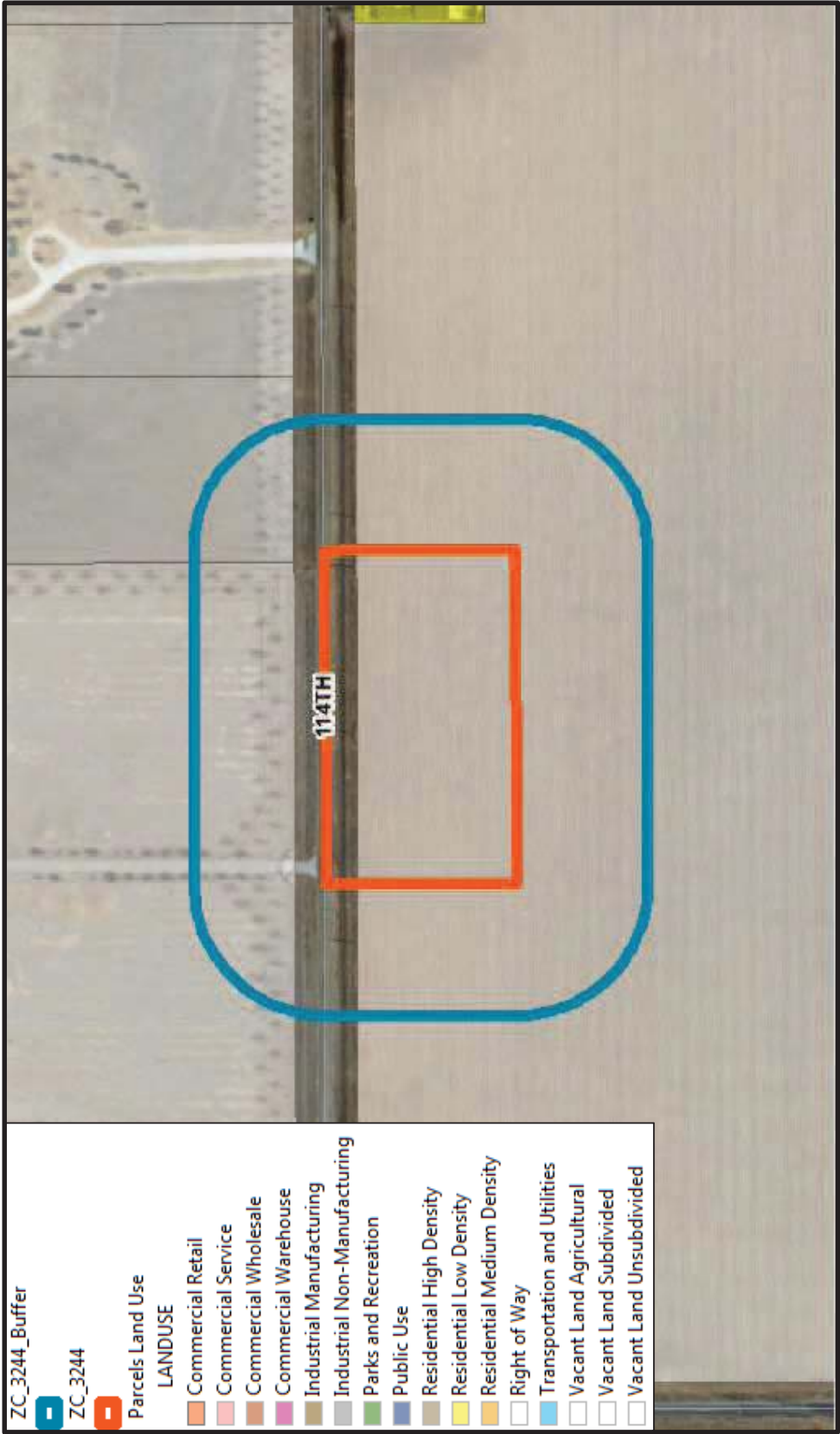
3019 21st Street

Address of Property Owned:

BLK AK SEC 19 AB 265 TR B OF NE 1/4 AC: 160

BLK AK SEC 18 AB 936 S/2 OF N 1/2 AC: 142.85

BLK AK SEC 18 AB 936 S/2 AC: 320



P.Z.C. Case 3244

Request of Burl Masters (for South Upland Development) for a zoning change from T to GO, A-2, and C-4 Specific Use for a special events center, south of 114th Street and east of Upland Avenue



Regular City Council Meeting

6. 1.

Meeting Date: 01/22/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3047-O, a request of AMD Engineering, LLC, for Oakmont Estates Investments of Lubbock, LLC, for a zoning change from R-1 Specific Use to R-1 Specific Use for garden homes with reduced rear setbacks on 5.85 acres of unplatted land out of Block E-2, Section 23, proposed Lots 156 through 173, Oakmont Estates Addition, north of 122nd Street, adjacent to Vicksburg Avenue, and consider an ordinance.

Item Summary

General comments:

The request is to zone a small area in Phase 4 of Oakmont Subdivision to Garden Homes. As this subdivision has developed, the developer has placed small pockets of garden homes throughout. The request for reduced setbacks has been a consistent request for the current market for nearly a decade.

Adjacent land uses:

This area is surrounded by single family zoning.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

The request is simply a different variety of single family homes and is therefore consistent with the zoning policies.

Effect on the adjacent street and thoroughfare system:

There should be no impact on the thoroughfare system with rezoning of this property or the development there of.

Recommendations:

On January 6, 2015 the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote with the following conditions:

1. Limited to Garden Homes.
2. The front setback for cul-de-sac lots shall be a minimum of 5-feet and a minimum of 5-feet side setback for corner lots.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3047-O; A ZONING CHANGE FROM R-1 SPECIFIC USE TO R-1 SPECIFIC USE FOR GARDEN HOMES WITH REDUCED REAR SETBACKS, ON 5.85 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 23 (PROPOSED LOTS 156 THROUGH 173), OAKMONT ESTATES ADDITION, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3047-O

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 Specific Use to **R-1 Specific Use for garden homes with reduced rear setbacks on 5.85 acres of unplatted land out of Block E-2, Section 23 (proposed Lots 156 through 173), Oakmont Estates Addition, City of Lubbock, Lubbock County, Texas, located at north of 122nd Street, adjacent to Vicksburg Avenue**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the zone change be limited to Garden Homes;**
- 2. THAT the front setback for cul-de-sac lots shall be a minimum of 5' and a minimum of 5' side setback for corner lots.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1 Specific Use** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **north of 122nd Street, adjacent to Vicksburg Avenue, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



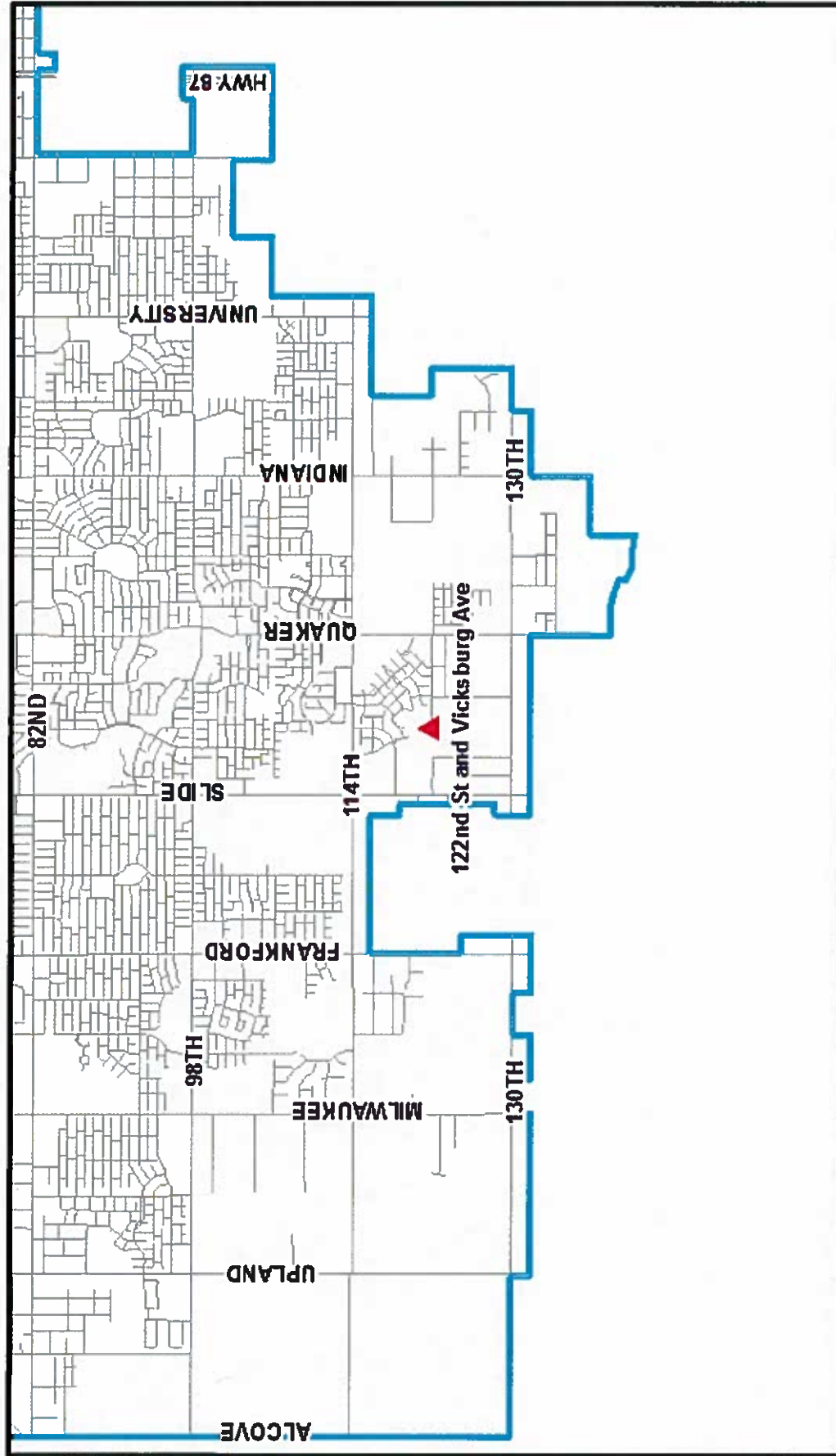
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

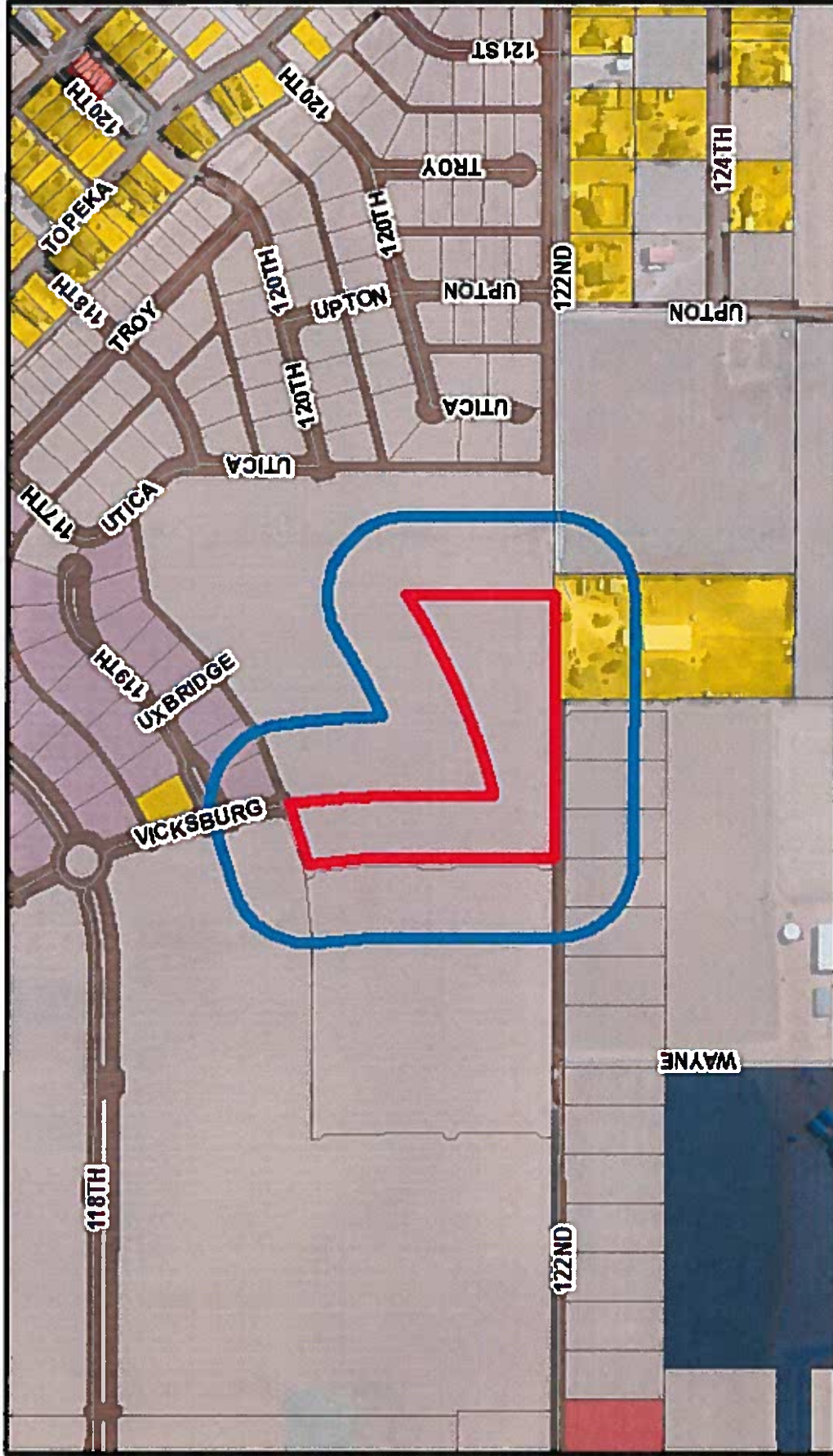


Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3047-O
January 6, 2015

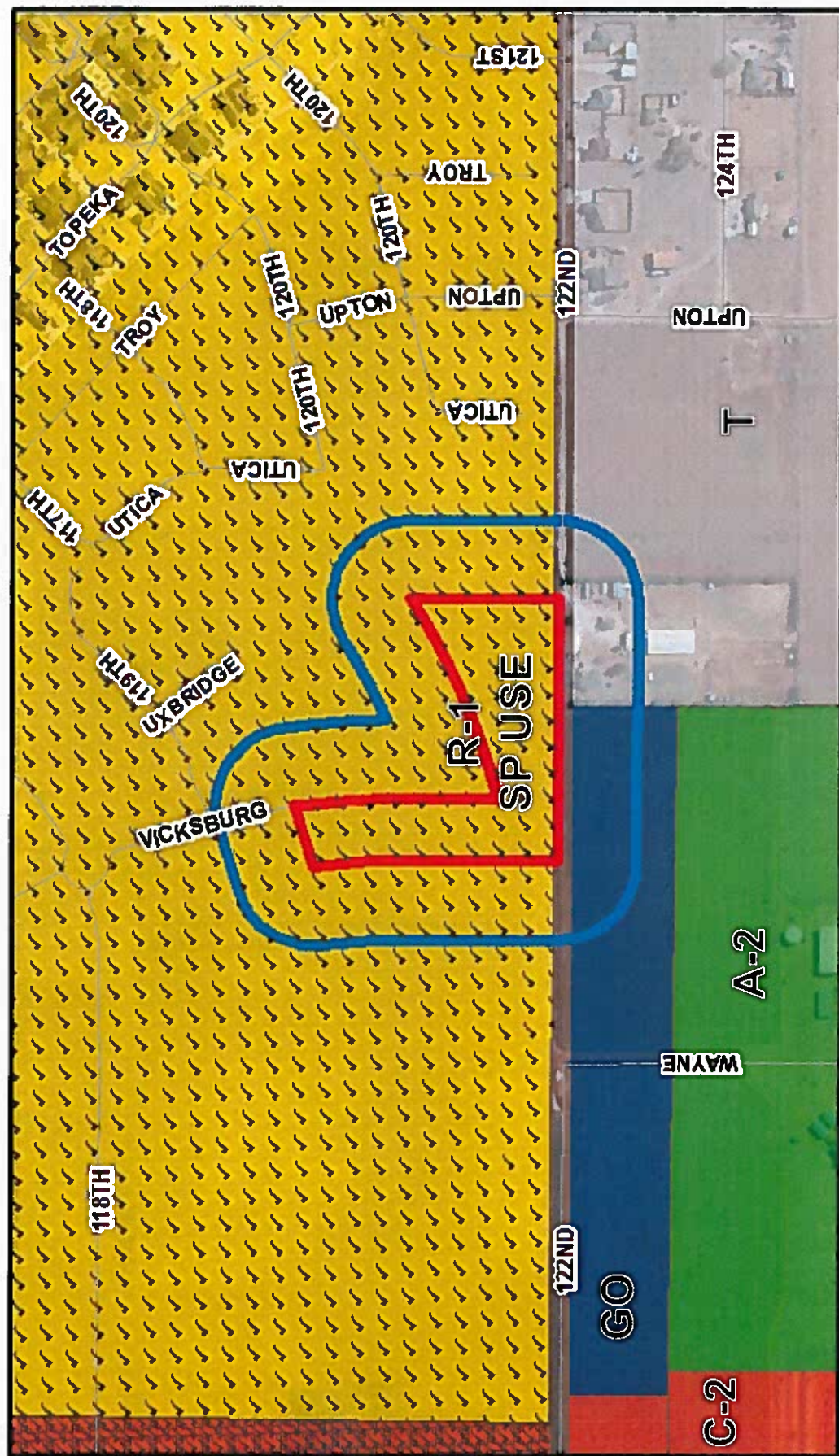


P.Z.C. Case 3047-0



P.Z.C. Case 3047-O

Request of AMD Engineering, LLC (for Oakmont Estates Investments of Lubbock, LLC) to amend the conditions of Ordinance #2014-O0066, north of 122nd Street, adjacent to Vicksburg Avenue



P.Z.C. Case 3047-O Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant AMD Engineering, LLC

(Please Print)

2807 74th Street, Ste. 8

Street/Post Office Box

Lubbock

City

TX

State

79423

Zip

(806) 771-5976

Telephone

For OAKMONT ESTATES INVESTMENTS OF LUBBOCK, LLC

PO Box 64446

Street/Post Office Box

Lubbock

City

TX

State

79464

Zip

(806) 789-7909

Telephone

Location or Address: Lots that face Vicksburg north of 122nd Street and the lots that face Vale north of 122nd Street (Lots 156-173, Oakmont Estates)

Legal Description:* See Attached Metes and Bounds Description, proposed Lots 156-173, Oakmont Estates

Existing Land Use: Ag Use

Existing Zoning: R1

Acreage or Square Footage of Property: 5.85 acres

Zoning Requested: R-1 Specific Use for Garden Homes (with 18" rear setback for detached, side garage)

Proposed Development: Garden Homes

If property is not subdivided, will preliminary plat be submitted?

Yes x

No


Applicant's Signature

December 9, 2014

Date

Filing Fee: \$490

(\$475.00 for the first acre; \$3.00 for each additional acre)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Pd. check # 4449

For City Use Only

Zone Case No.: 3047-0

Agenda No.:

Request for zoning change from: R-1 sp. use

To: R-1 sp. use

on proposed Lots 156-173, Oakmont Estates Addition

on Lot(s) , **Block(s)**

Addition

(Address: N. of 122nd, adjacent to Vicksburg.

22



1.51:4

Rezone to R-1 Specific Use for Garden Homes

METES AND BOUNDS DESCRIPTION of a 5.85 acre tract of land located in Section 23, Block E2, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears S 89°56'27" E approximately 1794.68 feet from the Southwest corner of the North half of Section 23, Block E2, Lubbock County, Texas;

THENCE North an approximate distance of 499.95 feet;

THENCE N 05°40'04" W an approximate distance of 157.01 feet;

THENCE N 71°58'33" E an approximate distance of 170.45 feet;

THENCE Southeasterly along a curve to the right having a radius of 2,222 feet, and arc length of 308.79 feet, a central angle of 7°57'44", a chord distance of 308.54 feet, and a chord bearing of S 03°58'52" E;

THENCE South an approximate distance of 236.5 feet;

THENCE Northeasterly along a curve to the left having a radius of 1,828.5 feet, and arc length of 581.24 feet, a central angle of 18°12'47", a chord distance of 578.79 feet, and a chord bearing of S 66°18'19" W;

THENCE South an approximate distance of 397.95 feet;

THENCE N 89°56'27" W an approximate distance of 698 feet to the Point of Beginning and containing approximately 5.85 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: Oakmont Estates Investments of Lubbock, LLC
December 9, 2014



M	Tract N	Tract O	Tract P	Tract Q	Tract R	Tract S	Tract 9-A, Valley View Acres Addition C.C.F. #2010-29229	30' Right-Of-Way Easement (Vol. 1728, Pg. 500) VERLENE AVANT INDIVIDUAL RETIREMENT ACCOUNT DOC. NO. 2011014815 TRACT III - 10 ACRES NOT SUBDIVIDED Land Owner: Odie Lynn Avant MD Trust (Vol. 1926, Pg. 467)



Regular City Council Meeting

6. 2.

Meeting Date: 01/22/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2895-K, a request of West Texas Engineering, LLC, for Robert Grimes, and Condray Design for a zone change from GO to AM Specific Use on .979 acres of unplatted land out of Block AK, Section 28 and to amend the conditions of Ordinance #2013-O0004 on Tracts A, B, and C, Trails Garden Office Addition and 7.177 acres of unplatted land out of Block AK, Section 28, 8707, 8709, 8711, 8715, and 8721 Milwaukee Avenue, and consider an ordinance.

Item Summary

General comments:

This is a two part request. One portion of the request is to amend the conditions of the previous zone case that limited the number of curb cuts. The second part of the request is to rezone one lot from Garden Office to Apartment Medical Specific Use. The vision clinic is also requesting a waiver for the screening fence on the south property line. This will allow for a curbcut to 92nd Street, which is a collector.

Adjacent land uses:

Garden Office sits to the north, with R-1 surrounding the overall site on the west, east and south.

Comprehensive Land Use Plan (CLUP):

Both requests are consistent with the CLUP.

Zoning Policy:

The request is consistent with zoning policies. The AM district is considered a buffer district as well as the Garden Office.

Effect on the adjacent street and thoroughfare system:

Even with the request for additional curb cuts, the overall traffic access plan for the project is consistent with the Traffic Engineering policies for curb cuts, and therefore should have minimal impact on the thoroughfare system.

Recommendations:

On January 6, 2015 the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:

1. Tied to the proposed curb cut access plan.
2. The 0.979 acre parcel, proposed Tract M (AM Specific Use), shall be tied to the site plan, including waiving the screening fence requirement on the south property line.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 2895-K

Zone Case 2895-K

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NUMBER 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2895-K; AMENDING THE CONDITIONS SET FORTH IN ORDINANCE NO. 2013-O0004, ON TRACTS A, B AND C, TRAILS GARDEN OFFICE ADDITION AND 7.177 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 28 LUBBOCK, TEXAS; AND ENACTING A ZONE CHANGE FROM GO TO AM SPECIFIC USE ON .979 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 28, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2895-K

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO to AM Specific Use on .979 acres of unplatted land out of Block AK, Section 28, Lubbock, Lubbock County, Texas, located at 8707, 8709, 8711, 8715 and 8721 Milwaukee Avenue**, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITION:

- 1. THAT the zone change be tied to the site plan, including waiving the screening fence requirement on the south property line.**

SECTION 2. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

Amended Ordinance No. 2013-O0004 under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock by amending condition 1 to read as follows as it applies to Tract A, B and C, Trails Garden Office Addition and 7.177 acres of unplatted land out of Block AK, Section 28, Lubbock, Texas:

- 1. Tied to the proposed curb access plan.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided by Section 40.01.006 of the Zoning Ordinance of the City of Lubbock, Texas.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



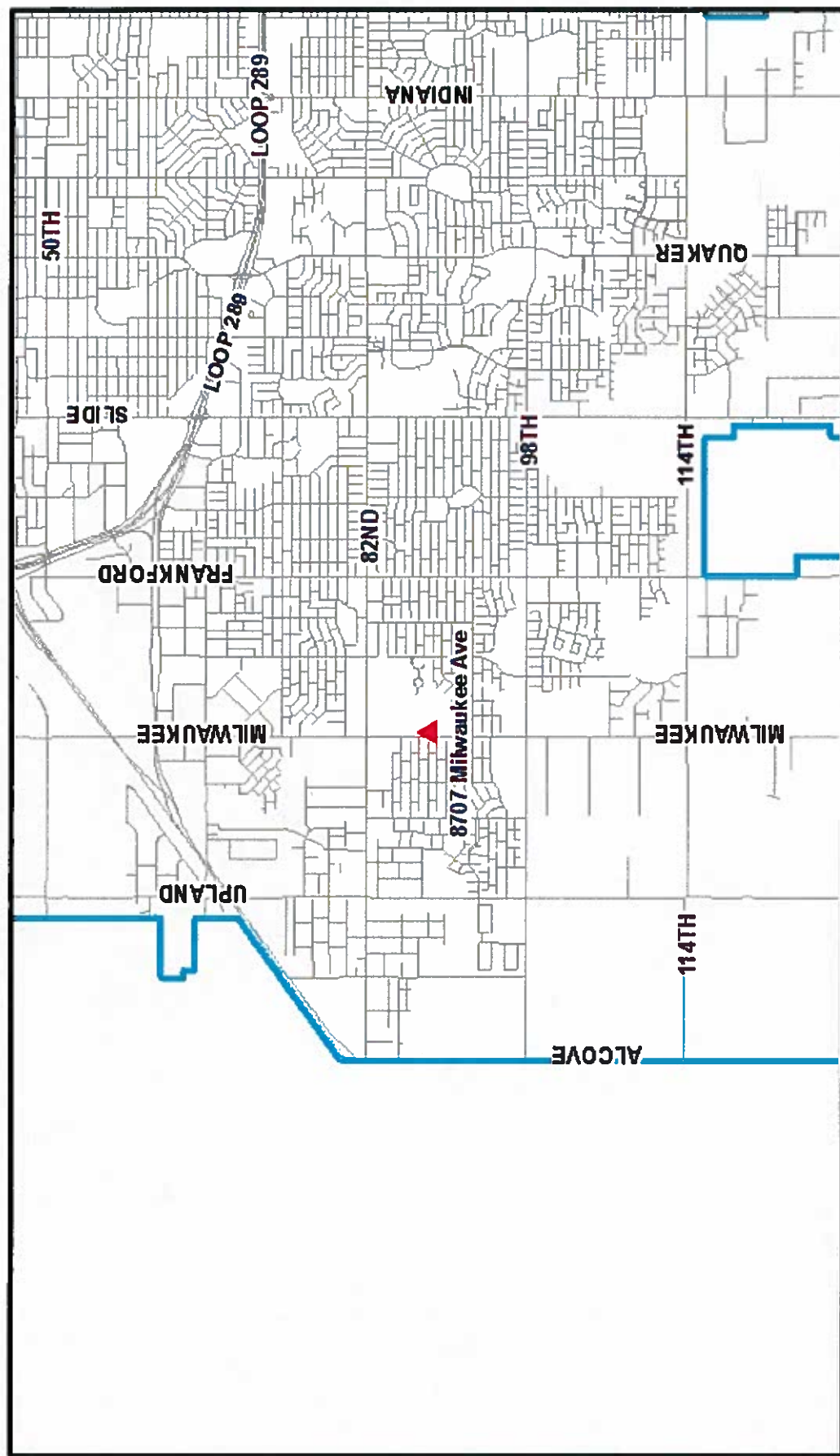
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

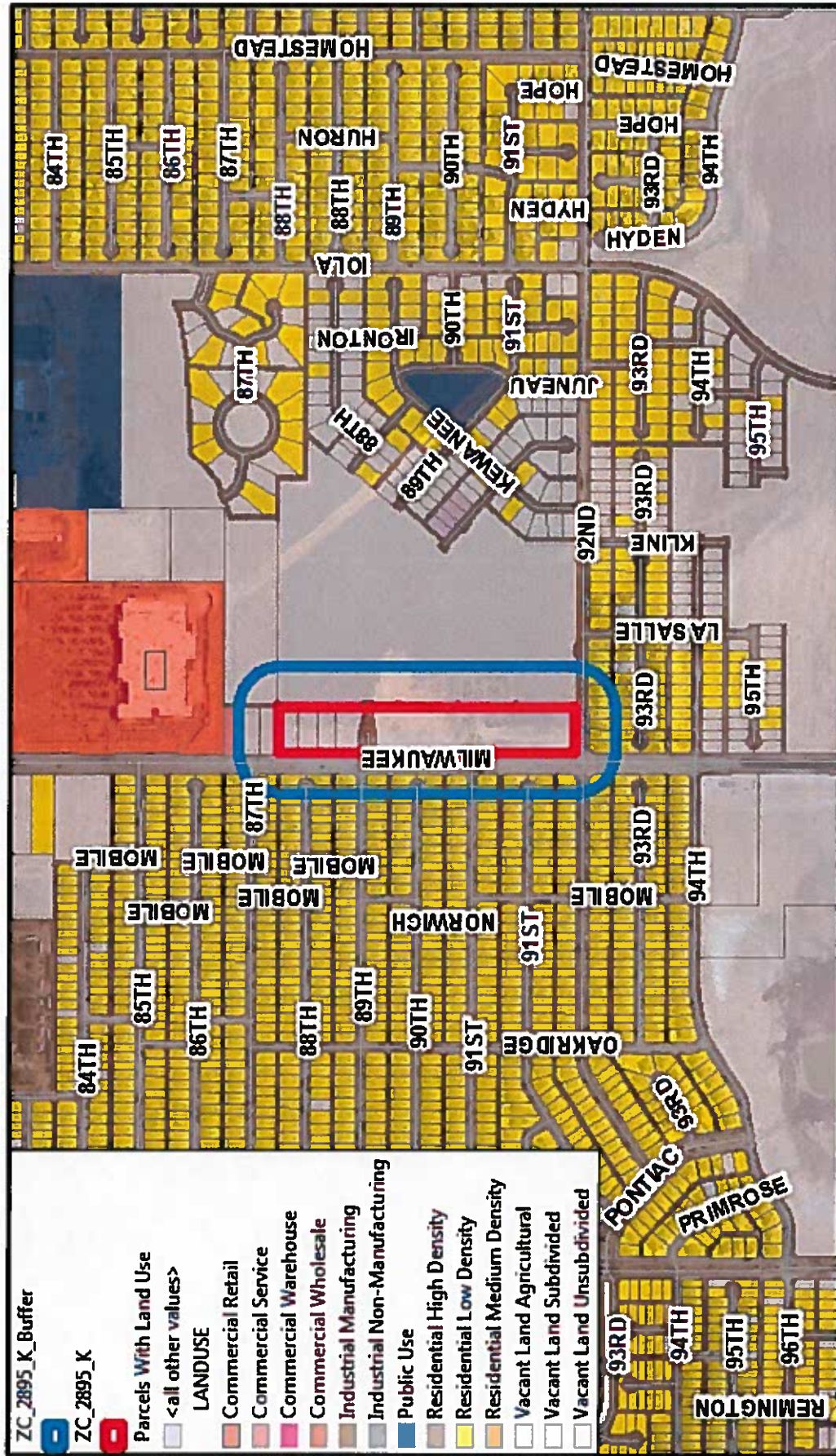


Chad Weaver, City Attorney

vw:ccdcs/Amend ZC2895-K
January 7, 2015

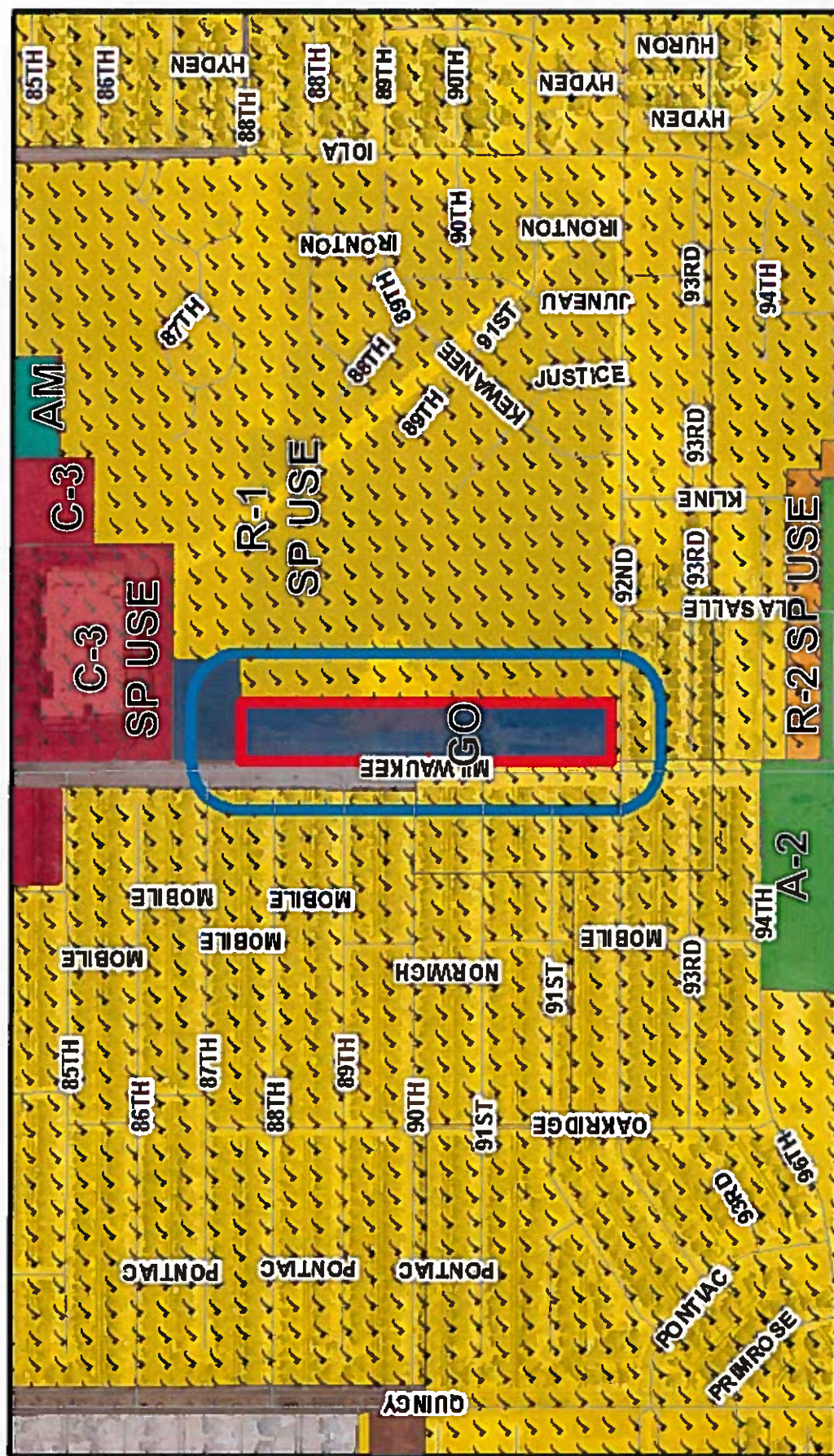


P.Z.C. Case 2895-K



P.Z.C. Case 2895-K

Request of West Texas Engineering, LLC (for Robert Grimes) to amend the conditions of Ordinance #2013-00004, 8707, 8709, 8711, 8715, and 8721 Milwaukee Avenue



P.Z.C. Case 2895-K Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)	<u>West Texas Engineering, LLC</u>	For	<u>Robert Grimes</u>
	<u>13105 CR 1820</u>		<u>4217 85th Street</u>
	Street/Post Office Box		Street/Post Office Box
	<u>Lubbock TX 79424</u>		<u>Lubbock TX 79424</u>
	City State Zip		City State Zip
	<u>(806) 687-2552</u>		<u>(806) 778-9000</u>
	Telephone		Telephone

Location or Address: East side of Milwaukee Avenue from 88th Street to 92nd Street

Legal Description:* See attached metes and bounds description

Existing Land Use: Vacant **Existing Zoning:** Garden Office

Acreage or Square Footage of Property: 9.1 Acres

Zoning Requested: Seeking modification of curb cut requirements

Proposed Development: Garden Offices

If property is not subdivided, will preliminary plat be submitted? Yes No

[Signature] 12/09/2014

Applicant's Signature **Date**

Filing Fee: \$502.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only MJB 12/9/21

Zone Case No.: 2895-K **Agenda No.:**

Request for zoning change from: GO **To:** GO TO
amend conditions

on Lot(s): **Block(s):**

Subdivision: Trails Garden office TR B+C **Address:** 8707, 8709, 8711, 8715, 8721
+ 9.09 acres of unplatted land out of BL AK sec. 28 Milwaukee Ave



Rezone to Garden Office

METES AND BOUNDS DESCRIPTION of a 9.1 acre tract of land located in Section 28, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point bearing North 38.7 feet and East 55.0 feet from the intersection of the west Section Line of Section 28, Block AK, Lubbock County, Texas and the centerline 92nd Street;

THENCE North along the east ROW line of Milwaukee Avenue an approximate distance of 1,587.7 feet;

THENCE East an approximate distance of 250.0 feet;

THENCE South, parallel to east ROW line of Milwaukee Avenue an approximate distance of 1,587.7 feet;

THENCE West an approximate distance of 250.0 feet to the Point of Beginning and containing approximately 9.1 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

**Prepared for: Lubbock Land Company
May 9, 2011**

Plat and Field Notes on a 0.979 Acre Tract out of Section 28, Block AK, Lubbock County, Texas

Scale: 1"=30'
Surveyed For: Lubbock National Bank,
Arnold Mincey

Parent Tract V. 10469, P. 124

N: 7249885.67
E: 915054.69

S 88°16'02" E 250.00'

0.979 Acres

No Structures or Major Improvements on Tract

East Line Section 27, Block AK
West Line Section 28, Block AK

110' R-O-W 3 Lanes Paved Each Way Center Turn Lane
Dedicated V. 9735, P. 349

Block of Curb

Suddenlink
Vault (1.5' x
3') and
Underground
Warning Sign

Trails at Regal Park Sign
Handicap Ramp in Place
but Covered with Dirt

POB
This Point Bears S 88° 05' 52" E. 84.80'
and N 01° 54' 08" E. 37.50' from the
Southwest Corner of the North 2/3 of
Section 28, Block AK

R=30.00'
CH=42.36'
Δ=89°49'50"
CH BRG=N 43°10'57" W

- Legend
- Set 1/2" rod w/ Green Cap
 - RPLS 4480
 - Sign
 - Utility Vault
 - Water Meter
 - Underground Warning Pylon
 - Water Meter Pylon

92nd Street
(Paved)
No Dedication Found on North Half
of Survey Date
Part of Parent Tract V. 10469, P. 124

Back of Curb



J.M. CIESZINSKI, RPLS # 4480

PLAT SHOWN AS SURVEYED ON THE
GROUND

October 24, 2014

FIELD NOTES on a 0.979 acre tract out of Section 28, Block AK, Lubbock County, Texas, being further described by metes and bounds as follows:

BEGINNING at a set 1/2" rod with green cap marked RPLS 4480 (hereinafter referred to as Abacus Cap) at the start of a curve and in the proposed North Right of Way line of 92nd Street from which the Southwest corner of the West Half of the North 2/3 of Section 28 which is also the Southwest corner of the 199.832 acre tract described in Exhibit A in a Deed of Trust recorded in Volume 6094, Page 150, Lubbock County Real Property Record bears N 88°05'52" W (Texas North Central Zone Bearing Basis), 84.80 feet and S 01°54'08" W, 37.50 feet.

THENCE Northwest, with a curve to the right having a radius of 30.00 feet, a central angle of 89°49'50", a chord distance of 42.36 feet, and a chord bearing of N 43°10'57" W to a set Abacus Cap for a corner of this tract;

THENCE N 01°43'58" E, with the East line of Milwaukee Avenue, 139.67 feet to a set Abacus Cap for the Northwest corner of this tract;

THENCE S 88°16'02" E, 250.00 feet to a set Abacus Cap for the Northeast corner of this tract;

THENCE S 01°43'58" W, with the West line of a proposed alley, 165.82 feet to a set Abacus Cap;

THENCE S 47°52'02" W, 13.86 feet to a set Abacus Cap for the most Southerly Southeast corner of this tract;

THENCE N 85°59'53" W, with the proposed North line of 92nd Street, 140.21 feet to a set Abacus Cap;

THENCE N 88°05'52" W, 70.00 feet to the PLACE of BEGINNING, containing 0.979 acres.

Surveyor's Report

This Plat is based on a survey made on the ground October 21, 2014.

Monuments shown as found on this survey were accepted by this surveyor as controlling evidence due to substantial agreement with Record Documents and are not considered as Monuments of Record Dignity unless so noted.

No Substantial Discrepancies between Record Documents and conditions as found on the ground were uncovered on this survey unless noted.

This plat was prepared without the benefit of a Title Commitment.

Easements and/or Restrictions other than those shown may apply.

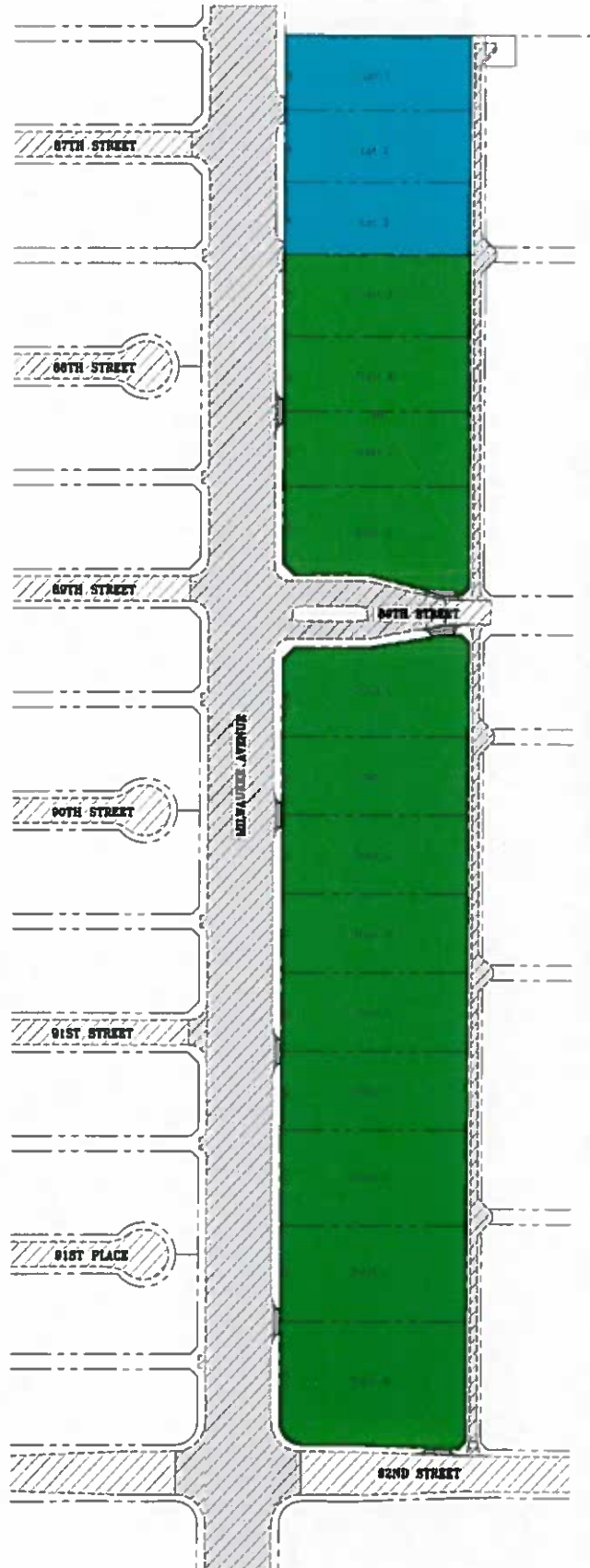
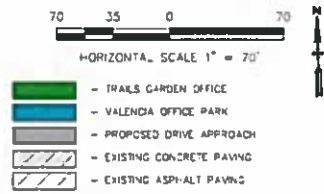
Bearings and coordinates are based on the Texas North Central Zone Coordinate System, NAD 83, 2011, Epoch 2010.0000.

ABACUS ENGINEERING SURVEYING	
2737 81st Street LUBBOCK, TEXAS	
806-746-7870	
Count on It	

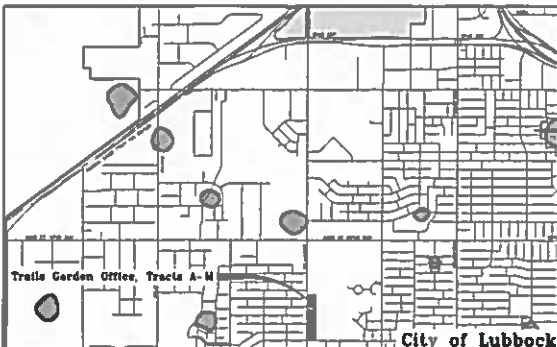
TEXAS SURVEYING FIRM NO. 101153-00
TEXAS ENGINEERING FIRM NO. 4368

PROPOSED CURB CUT LOCATIONS FOR TRAILS GARDEN OFFICE

GENERAL NOTES AND LEGEND

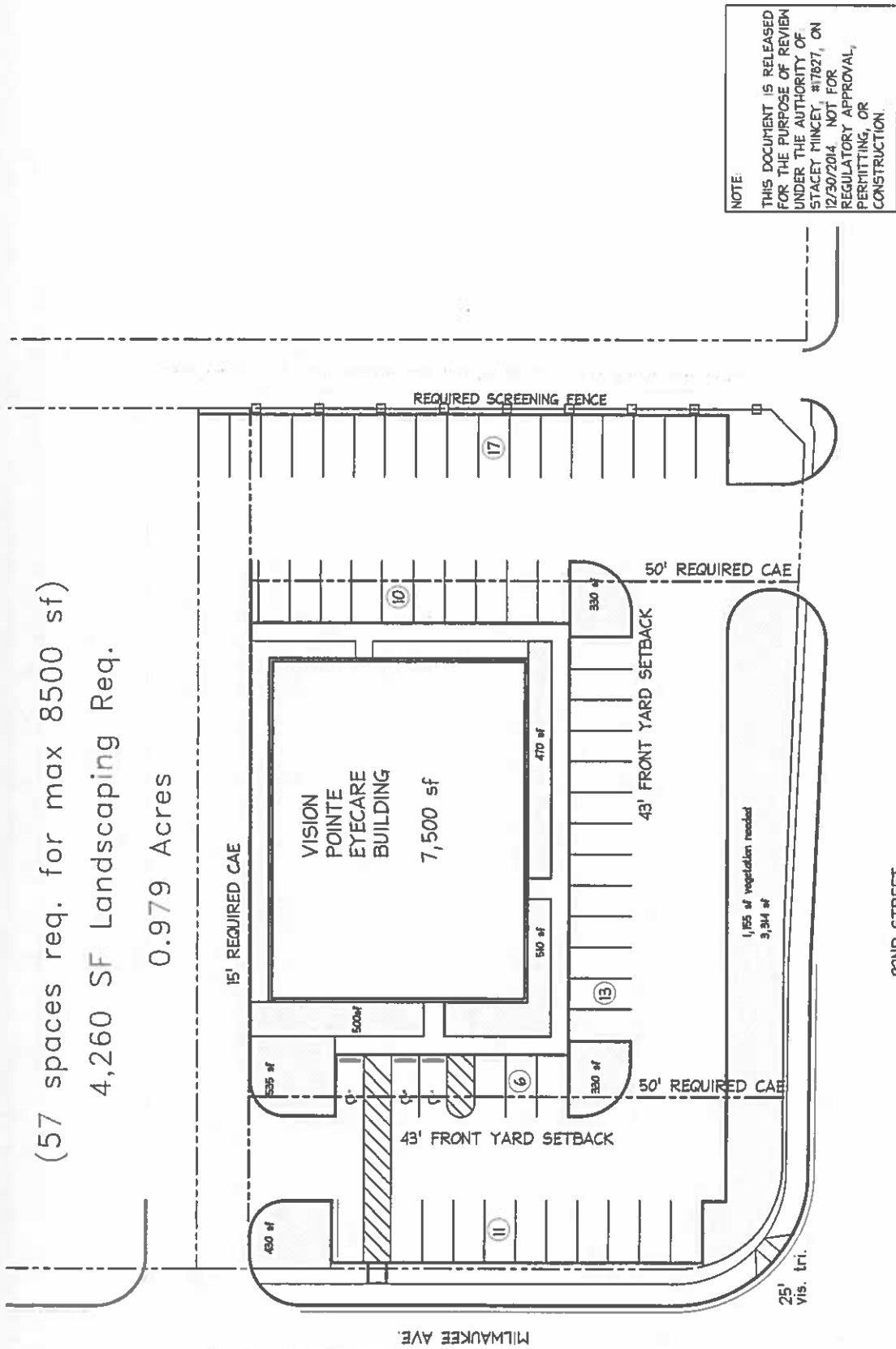


VICINITY MAP



(57 spaces req. for max 8500 sf)
4,260 SF Landscaping Req.

0.979 Acres



NOTE:
THIS DOCUMENT IS RELEASED
FOR THE PURPOSE OF REVIEW
UNDER THE AUTHORITY OF
STACEY MINCEY, #17827, ON
12/30/2014. NOT FOR
REGULATORY APPROVAL,
PERMITTING, OR
CONSTRUCTION.



PROJ. NO. 21456
DATE 12/30/2014

PRELIMINARY
VISION PONTE EYECARE SITE PLAN
SCALE: NTS
CONDRAI DESIGN GROUP, INC.

ORDINANCE NO. 2013-00004

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2895-I; A ZONING CHANGE FROM R-1 SPECIFIC USE TO GO ZONING DISTRICT ON 1.7429 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 28, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2895-I

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 Specific Use to GO zoning district on 1.7429 acres of unplatted land out of Block AK, Section 28, City of Lubbock, Lubbock County, Texas located at east of Milwaukee Avenue at 88th Street, subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the change shall be limited to two (2) curb cuts or one full curb cut and one shared curb cut with the property to the south.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

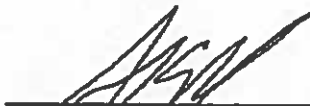
SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on January 10, 2013.

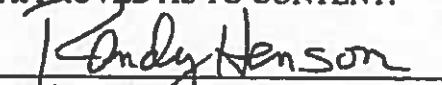
Passed by the City Council on second reading on January 31, 2013.


GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Randy Henson, Director of Planning

APPROVED AS TO FORM:


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc2895-1
December 4, 2012

First Reading
June 23, 2011
Item No. 6.11

Second Reading
July 14, 2011
Item No. 5.28

ORDINANCE NO. 2011-00058

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: ZONE CASE NO. 2895-G; A ZONING CHANGE FROM R-1 SPECIFIC USE TO GO ZONING DISTRICT ON 9.1 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 28, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 2895-G

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 Specific Use to GO zoning district on 9.1 acres of unplatted land out of Block AK, Section 28, City of Lubbock, Lubbock County, Texas located at east of Milwaukee Avenue between 88th Street and 92nd Street, subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT 89th Street and 92nd Street will continue to allow access to the neighborhood.
2. THAT in addition to the two public streets, a maximum of three curb cuts shall be permitted to enter Milwaukee Avenue, one curb cut to be located north of 89th Street and two curb cuts to be located south of 89th Street. The developer shall dedicate an access easement along the parcel such that all lots shall have access to a curb cut or public street.

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on June 23, 2011.

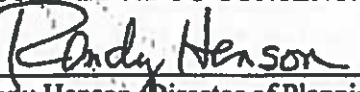
Passed by the City Council on second reading on July 14, 2011.


TOM MARTIN, MAYOR

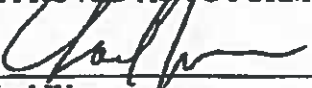
ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Randy Henson, Director of Planning

APPROVED AS TO FORM:


Chad Weaver
Assistant City Attorney
vw/CityAtt/Chad/Zones/zc2985-G
June 2, 2011



Rezone to Garden Office

METES AND BOUNDS DESCRIPTION of a 9.1 acre tract of land located in Section 28, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point bearing North 38.7 feet and East 55.0 feet from the intersection of the west Section Line of Section 28, Block AK, Lubbock County, Texas and the centerline 92nd Street;

THENCE North along the east ROW line of Milwaukee Avenue an approximate distance of 1,587.7 feet;

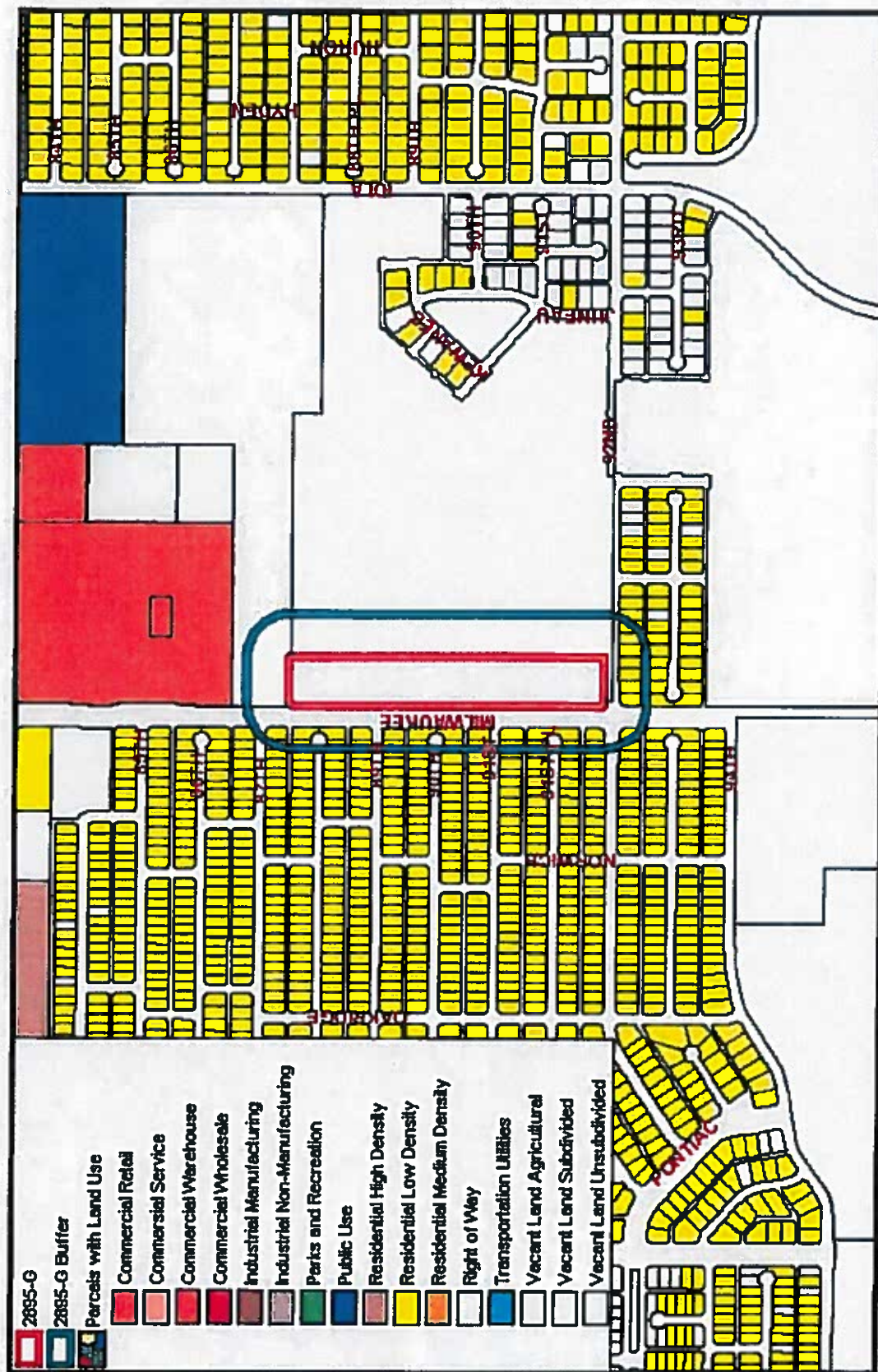
THENCE East an approximate distance of 250.0 feet;

THENCE South, parallel to east ROW line of Milwaukee Avenue an approximate distance of 1,587.7 feet;

THENCE West an approximate distance of 250.0 feet to the Point of Beginning and containing approximately 9.1 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

**Prepared for: Lubbock Land Company
May 9, 2011**





Regular City Council Meeting

6. 3.

Meeting Date: 01/22/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3246, a request of Vincent Huebinger, for Verizon Wireless, for a zoning change from R-1 to R-1 Specific Use for a 120-foot telecommunications tower on 0.1291 acres out of 7.687 acres of unplatted land out of Block A, Section 77, 902 East Erskine Street, and consider an ordinance.

Item Summary

General comments:

The request is to install a 120-foot telecommunications tower east of the Canyon Lakes and Meadowbrook Golf Course. The proponent has provided staff with enough information that a co-location in the area is not possible and is not a benefit to the area. The site is laid out to where it meets the fall distance to any residential structure and provides a minimal negative impact to the area.

Adjacent land uses:

N: (R-1) Single Family Homes

S: (R-1) Vacant land

E: (R-1) Estacado School

W: (R-1) Canyon Lakes, Meadowbrook Golf Course and vacant land.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP. Based on a case by case scenarios, cell towers/telecommunication towers are allowed in any zoning district at the discretion of the Planning Commission/City Council through a Specific Use zone case.

Zoning Policy:

The Zoning Ordinance states "...antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements..." and has been approved by the Planning and Zoning Commission. It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. Based on our inventory maps, and the information provided by the proponent, proposed location is 3,852-feet away from the nearest tower.

Effect on the adjacent street and thoroughfare system:

The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located a minimum of 100-feet from any residential structure.

Recommendations:

On January 6, 2015 the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following condition:

1. Monopole construction having a maximum height of 120-feet, tied to the elevation and site plan.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3246

Zone Case 3246

Zone Case 3246 - Antennas

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3246; A ZONING CHANGE FROM R-1 TO R-1 SPECIFIC USE FOR A 120 FOOT TELECOMMUNICATIONS TOWER, ON 0.1291 ACRES OUT OF 7.687 ACRES OF UNPLATTED LAND OUT OF BLOCK A, SECTION 77, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3246

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from R-1 to R-1 Specific Use for a 120 foot telecommunications tower on 0.1291 acres out of 7.687 acres of unplatted land out of Block A, Section 77, City of Lubbock, Lubbock County, Texas, located at 902 East Erskine Street, subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the tower shall be monopole construction having a maximum height of 120 feet, tied to the elevation and site plan.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the R-1 zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **902 East Erskine Street, City of Lubbock, Lubbock County, Texas.**

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



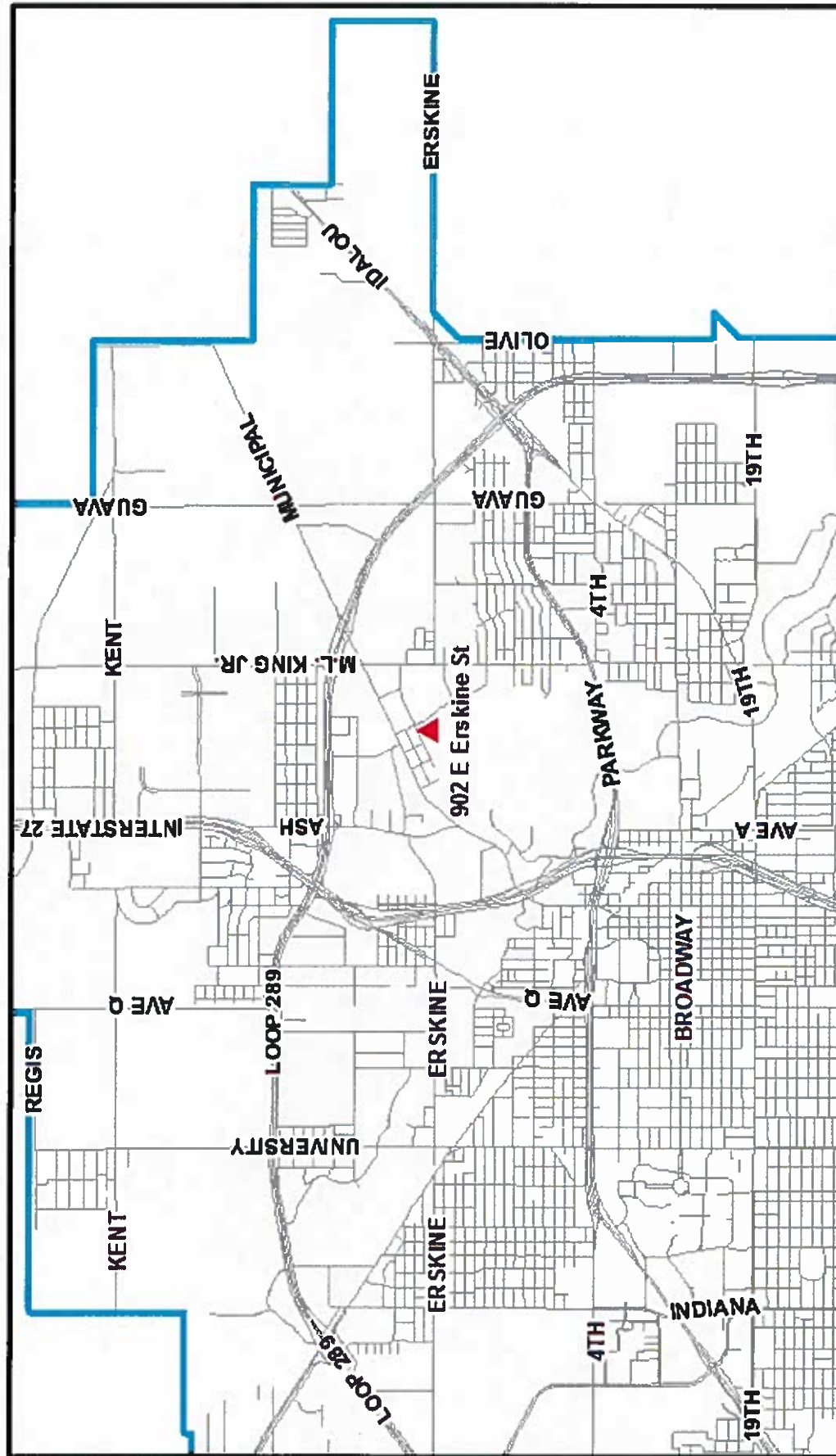
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

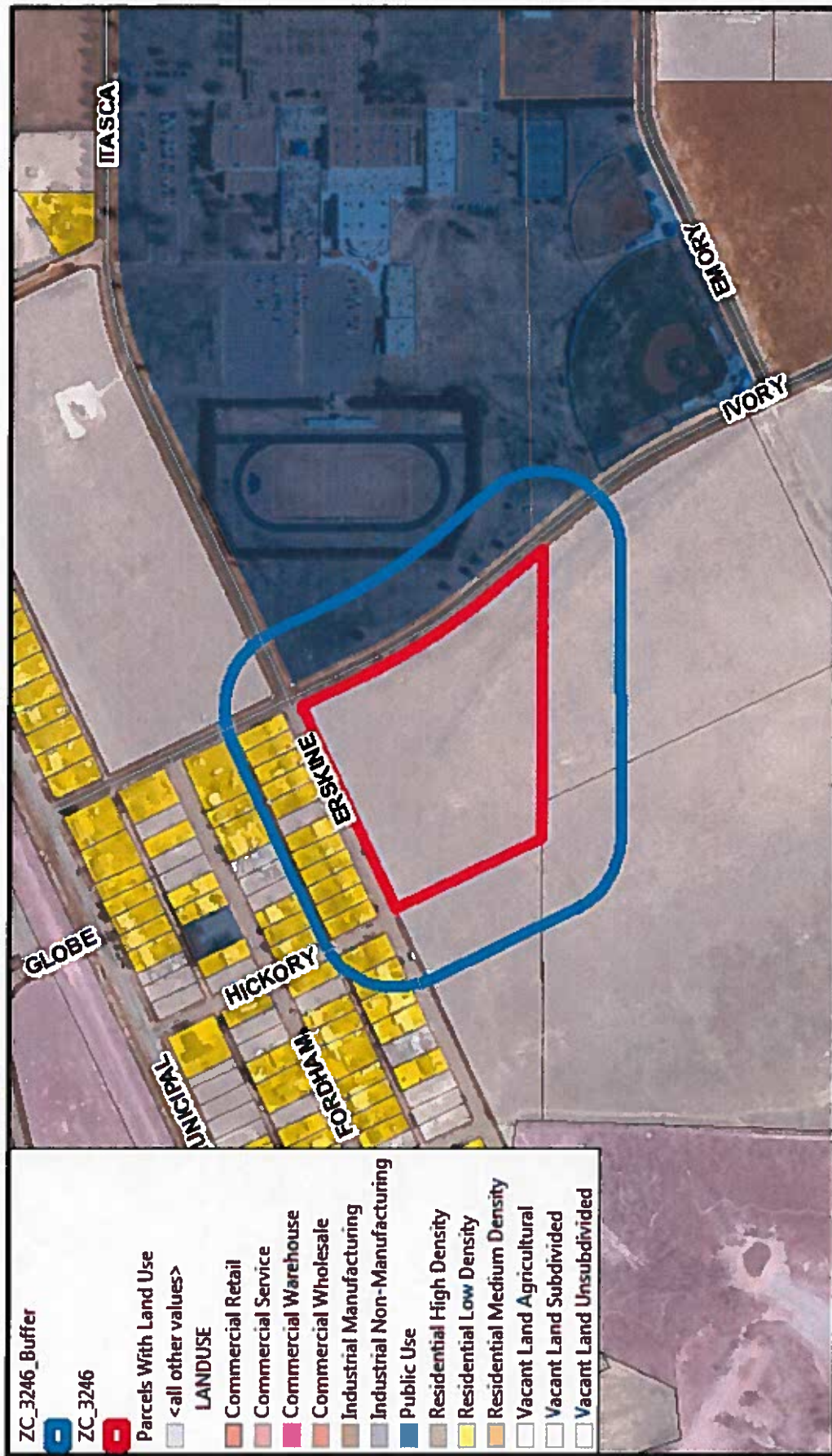


Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3246
January 6, 2015

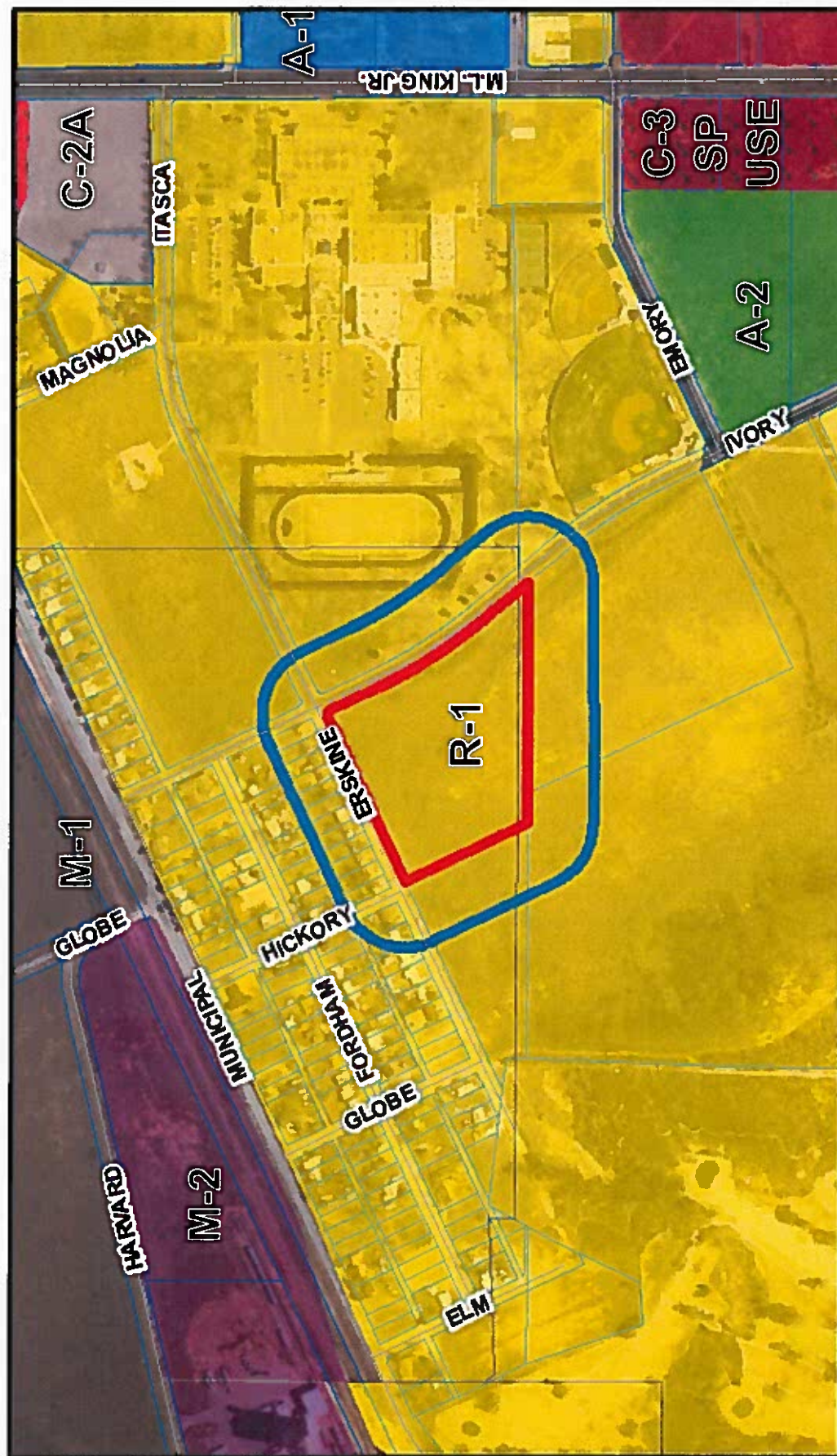


P.Z.C. Case 3246



P.Z.C. Case 3246

Request of Vincent Huebinger (for Verizon Wireless) for a zoning change from R-1 to R-1 Specific for a 120 foot telecommunications tower, 902 East Erskine



P.Z.C. Case 3246 Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant
(Please Print)

Vincent G. Hebingner
1715 Capital Texas Hwy Ste 207
Street/Post Office Box
Austin Texas 78746
City State Zip
(512) 328 2643
Telephone

For

Verizon Wireless
% Ken Rice, Texas Mule Deer Assoc.
P.O. Box 5070
Street/Post Office Box
Camp Verde Texas 78010
City State Zip
(806) 793 0703 (806) 241-8796
Telephone

Location or Address:

421 N. Tuory Lubbock Texas 79403 (not 2911)

Legal Description:*

Block A Sect 77 Abs 179 7.687 Acres

Existing Land Use:

Vacant

Existing Zoning:

A-2 Apartments

Acreage or Square Footage of Property:

0.1291 Acre lease out of Block A sect 77 Abs 179, 7.687 Acre

Zoning Requested:

Special Use Permit for Verizon Monopole & equipment

Proposed Development:

120' Verizon monopole, equipment shelter and generator
in an enclosed site area with security fencing & vinyl slats for screening

If property is not subdivided, will preliminary plat be submitted?

Yes

(No) exception

Applicant's Signature

V. G. Hebingner

Date

12/8/14

Filing Fee:

(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

Zone Case No.:

3246

Agenda No.:

Request for zoning change from:

R-1

To:

R-1 sp. use for a

120 foot telecommunications tower

7.687 acres of unplatted land out of Block A Section 77

on Lot(s):

-

Block(s):

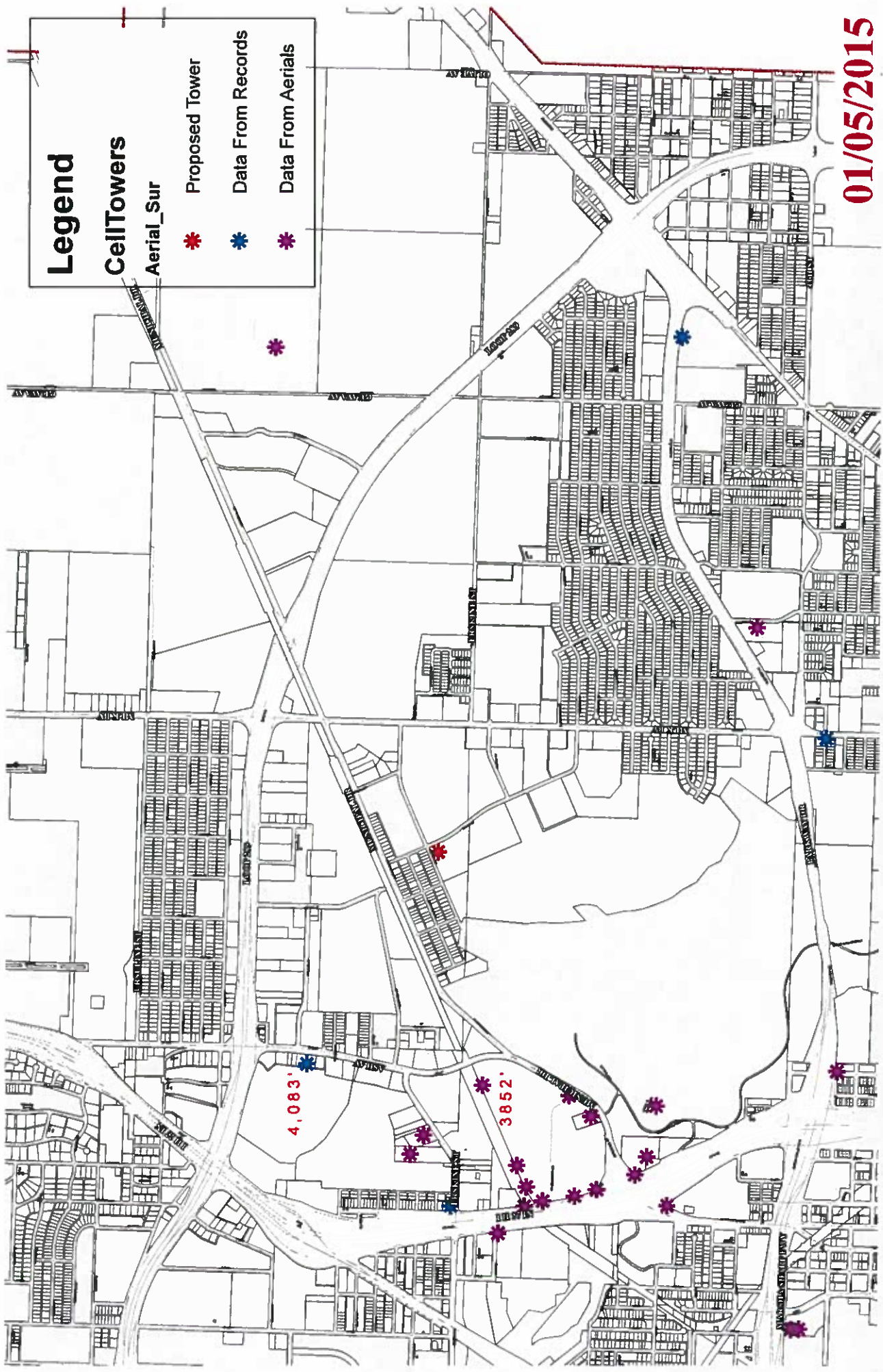
-

Subdivision:

-

Address:

902 E. Erskine



01/05/2015



VINCENT GERARD AND ASSOCIATES, INC.

Mr. Andrew Paxton
Planning Director, City of Lubbock

December 8, 2014

RE: 421 N Ivory, Lubbock Texas, Proposed Verizon 120' monopole Specific Use Permit.

Mr. Paxton: We respectfully request a review and approval of a Specific Use Permit for Verizon Wireless. This site location will be used as a permanent facility as a 120' monopole on the vacant portion of a tract owned by Texas Mule Deer Association LP, represented by Mr. Ken Rice. The zoning is A-2 apartments and is located along the N. Ivory & Erskine Road intersections next to a Lubbock High School. The site has been moved at your request closer to the intersection of the roadways in anticipation of development on the corner of the intersection to commercial or local retail. It was also located outside the Canyon Lakes buffer zone along Mackenzie Park area, shown on the site plan. The distance from the center of the monopole and the residential zoned tract to the north is approximately 185'. The following information is being provided with the application and fee for this Specific Use Permit.

- Application,
- Aerial Location Map,
- Zoning site plan with aerial, surrounding land use, elevation and height of proposed facility,
- Owners authorization and agent authorization,
- RF data summary, (to be provided)
- Locations of closest Verizon sites, capacity problems and propagation maps of before and after coverages. (to be provided)

The proposed site will meet or exceed the standard wind loads of the City of Lubbock and will have security fencing in place before the site is operational. A metes and bounds survey for the wireless area is being prepared by a licensed RPLS and will follow within a few days. The site area is 75' x 75', located on the corner of the tract and is consistent with the Fall zones and setbacks for new wireless monopoles. The reason for the Specific use is that the site is zoned "A2" apartments, a use that does not allow a wireless structure without a specific use approval. A check for \$475 is enclosed. If you have any questions please do not hesitate to call, thanks.

Vincent G. Huebinger
Vincent Gerard & Associates Inc.



VINCENT GERARD AND ASSOCIATES, INC.

Mr. Victor Escamilla Jr.
Subdivision & Planning
City of Lubbock

December 8, 2014

RE: 421 N Ivory Street, Plat exception for Proposed Verizon 120' monopole.

Mr. Escamilla; We respectfully request a final plat exception for Planning & Zoning Commission approval to the 7.687 acre tract owned by Texas Mule Deer Association LP. The SUP hearing currently filed will follow this tract to Planning & Zoning Commission and hopefully approve a 0.1291 acre area of the overall tract for a lease with Verizon Wireless. In review of the platting exemptions based on state and city requirements, this plat exception is required for the building permit process. The site does not require ROW dedication, utilities other than telephone and electric and is a minimal departure from the code. Texas state regulations allow tracts greater than 5 acres this exemption from platting in most cases within cities in the Texas Local Government Code. Let us know if you have any questions. The zoning site plan of the area is attached.

Vincent G. Huebinger
Vincent Gerard & Associates Inc.

Mr. Andrew Paxton, Director
Planning and Development
City of Lubbock Texas

November 1, 2014

RE: Landowner Authorization Letter

Mr. Paxton;

As record owner(s) of the tract of the address list below, we hereby authorize KGI Wireless, along with Vincent Gerard & Associates, to file all appropriate zoning, plans and permits on the specified tract listed above for Verizon Wireless. This application is for a permanent facility to be constructed on the above address.

TEXAS Mule Deer Assn. L.P.
Printed Name:

Signature:

Ken Rice, gen Partner

Address of Property:

Date:

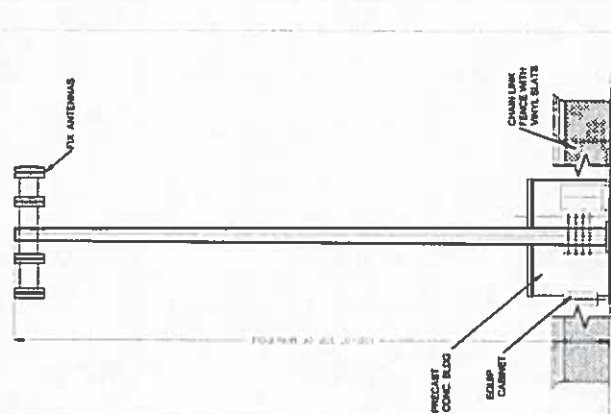
11-1-2014

ZONING MAP



LAND USES
 R-1
 P-U
 V-U
ZONING USE
 A-2
 A-Z

TOWER - TYPICAL



NOTE: TYPICAL LEASE AREA. ACTUAL EQUIPMENT LOCATIONS MAY VARY

SPECIAL USE PERMIT SITE PLAN

PROJECT TYPE
 PROPOSED TOWER SITE

SITE INFORMATION

JURISDICTION: CITY OF LUBBOCK, TEXAS 79403
 LUBBOCK COUNTY
 OCCUPANCY: N/A (UNIMPAVED)
 USE: TELECOMMUNICATIONS FACILITY
 ZONING FILE NO.

DATE

DECEMBER 1, 2014
SITE ADDRESS
 421 N. IVORY AVENUE
 LUBBOCK, TX, 79403

SITE NAME:

VERIZON / TDL FUCHSBAU

CONTACT INFORMATION

VINCE HUEBNER
 VINCENT GERARD & ASSOCIATES
 1715 S. CAPITAL OF TEXAS HWY
 SUITE 207
 AUSTIN, TEXAS 78746
 PHONE: (512) 328-2883

LEGAL DESCRIPTION

BLK A SEC 71 AS 179
 7.687 ACRES

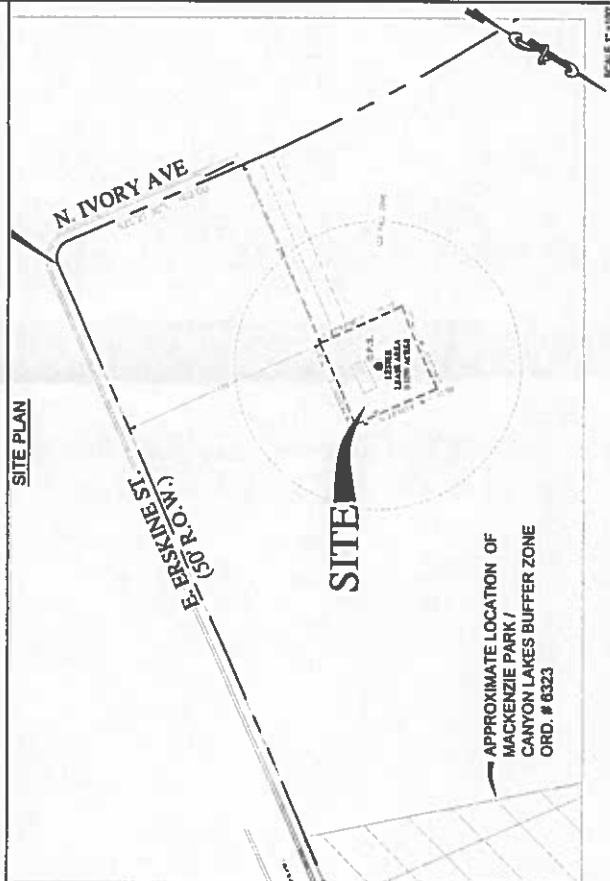
CARRIER INFORMATION

VERIZON WIRELESS
 MARCO VONDERBAUM
 MARCO REAL ESTATE & REGULATORY
 7 N. W. ORILL
 SUITE 400
 WESTLAKE, TX 75225
 PHONE: (617) 961-2546
 EMAIL: mvonderbaum@vrc.com

NOT FOR CONSTRUCTION PURPOSES

ADVERTISING IS PROHIBITED ANYWHERE ON A WIT, WITH THE EXCEPTION OF THE SIGNAGE REQUIRED FOR THE CONSTRUCTION OF THE WIT. ANY OTHER SIGNAGE SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE WIT. THE WIT SHALL BE MAINTAINED IN A SAFE AND SOUND CONDITION AT ALL TIMES. THE WIT SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE WIT. THE WIT SHALL BE MAINTAINED IN A SAFE AND SOUND CONDITION AT ALL TIMES. THE WIT SHALL BE REMOVED IMMEDIATELY UPON COMPLETION OF THE WIT. THE WIT SHALL BE MAINTAINED IN A SAFE AND SOUND CONDITION AT ALL TIMES.

SITE PLAN



VICINITY MAP



NOT TO SCALE

AERIAL IMAGERY



DETAILED SCREENING



NOT TO SCALE

APPROVAL BOX

ORIGINAL SUBMITTAL DATE:

ACCEPTED FOR APPROVAL:

CITY OF LUBBOCK, TEXAS



VINCENT GERARD & ASSOCIATES
 LAND PLANNING & ZONING CONSULTANTS
 1715 CAPITAL OF TEXAS HWY SUITE 207
 AUSTIN, TEXAS 78746
 (512) 328-2883 • www.vgandassociates.com

VERIZON - TDL FUCHSBAU
 ZONING EXHIBIT
 421 N IVORY AVENUE
 LUBBOCK, TEXAS 79403

verizon wireless



STRICT: LUBBOCK

Block & Section Location Map

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557	558	559	560	561	562	563	564	565	566	567	568	569	570	571	572	573	574	575	576	577	578	579	580	581	582	583	584	585	586	587	588	589	590	591	592	593	594	595	596	597	598	599	600	601	602	603	604	605	606	607	608	609	610	611	612	613	614	615	616	617	618	619	620	621	622	623	624	625	626	627	628	629	630	631	632	633	634	635	636	637	638	639	640	641	642	643	644	645	646	647	648	649	650	651	652	653	654	655	656	657	658	659	660	661	662	663	664	665	666	667	668	669	670	671	672	673	674	675	676	677	678	679	680	681	682	683	684	685	686	687	688	689	690	691	692	693	694	695	696	697	698	699	700	701	702	703	704	705	706	707	708	709	710	711	712	713	714	715	716	717	718	719	720	721	722	723	724	725	726	727	728	729	730	731	732	733	734	735	736	737	738	739	740	741	742	743	744	745	746	747	748	749	750	751	752	753	754	755	756	757	758	759	760	761	762	763	764	765	766	767	768	769	770	771	772	773	774	775	776	777	778	779	780	781	782	783	784	785	786	787	788	789	790	791	792	793	794	795	796	797	798	799	800	801	802	803	804	805	806	807	808	809	810	811	812	813	814	815	816	817	818	819	820	821	822	823	824	825	826	827	828	829	830	831	832	833	834	835	836	837	838	839	840	841	842	843	844	845	846	847	848	849	850	851	852	853	854	855	856	857	858	859	860	861	862	863	864	865	866	867	868	869	870	871	872	873	874	875	876	877	878	879	880	881	882	883	884	885	886	887	888	889	890	891	892	893	894	895	896	897	898	899	900	901	902	903	904	905	906	907	908	909	910	911	912	913	914	915	916	917	918	919	920	921	922	923	924	925	926	927	928	929	930	931	932	933	934	935	936	937	938	939	940	941	942	943	944	945	946	947	948	949	950	951	952	953	954	955	956	957	958	959	960	961	962	963	964	965	966	967	968	969	970	971	972	973	974	975	976	977	978	979	980	981	982	983	984	985	986	987	988	989	990	991	992	993	994	995	996	997	998	999	1000	1001	1002	1003	1004	1005	1006	1007	1008	1009	1010	1011	1012	1013	1014	1015	1016	1017	1018	1019	1020	1021	1022	1023	1024	1025	1026	1027	1028	1029	1030	1031	1032	1033	1034	1035	1036	1037	1038	1039	1040	1041	1042	1043	1044	1045	1046	1047	1048	1049	1050	1051	1052	1053	1054	1055	1056	1057	1058	1059	1060	1061	1062	1063	1064	1065	1066	1067	1068	1069	1070	1071	1072	1073	1074	1075	1076	1077	1078	1079	1080	1081	1082	1083	1084	1085	1086	1087	1088	1089	1090	1091	1092	1093	1094	1095	1096	1097	1098	1099	1100	1101	1102	1103	1104	1105	1106	1107	1108	1109	1110	1111	1112	1113	1114	1115	1116	1117	1118	1119	1120	1121	1122	1123	1124	1125	1126	1127	1128	1129	1130	1131	1132	1133	1134	1135	1136	1137	1138	1139	1140	1141	1142	1143	1144	1145	1146	1147	1148	1149	1150	1151	1152	1153	1154	1155	1156	1157	1158	1159	1160	1161	1162	1163	1164	1165	1166	1167	1168	1169	1170	1171	1172	1173	1174	1175	1176	1177	1178	1179	1180	1181	1182	1183	1184	1185	1186	1187	1188	1189	1190	1191	1192	1193	1194	1195	1196	1197	1198	1199	1200	1201	1202	1203	1204	1205	1206	1207	1208	1209	1210	1211	1212	1213	1214	1215	1216	1217	1218	1219	1220	1221	12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© 2014 Google

Imagery Date: 9/30/2014 33°35'30.47" N 101°49'30.90" W Elev 3222 ft Eyes alt 550

1995

Administrative review for antennas, towers and/or alternative tower structures.

(1) Purpose; goals. The purpose of this section is to establish regulations for the siting of towers and antennas on public and private property. The goals of this section are to:

(A) Encourage the location of towers in non-residential areas and minimize the total number of towers throughout the community;

(B) Encourage strongly the joint use of new and existing tower sites;

(C) Require users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;

(D) Require users of towers and antennas to configure than [sic] them in a way that minimizes the adverse visual impact of the towers and antennas; and

(E) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently.

(2) Application requirements. The proponent of a new tower site other than a radio, television or microwave broadcasting or transmission facility shall provide the following documentation for review by the planning department:

(A) Inventory of existing sites. Each applicant of one or more towers shall provide to the planning department an inventory of its existing towers, including specific information about the location, height, and design of each tower. The planning department shall maintain an inventory of existing towers, including specific information about the location, height, and design of each tower. The city may share such information with other persons, organizations or governmental authorities seeking to locate antennas within the city.

(B) Availability of suitable existing towers or other structures. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the planning department that no existing tower or structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:

(i) No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements.

(ii) Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.

(iii) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment and cannot be reinforced to provide sufficient structural strength.

(iv) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

(v) The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs below new tower development are presumed reasonable.

(vi) Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs.

(vii) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

(C) Site plan. Each applicant requesting a permit under this section shall submit a scaled site plan and a sealed elevation view and other supporting drawings, calculations, and other documentation, signed and sealed by appropriate professional engineers, showing the location and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, parking, fencing, landscaping, adjacent uses, and other information necessary to assessment [of] compliance with this ordinance.

(D) Residential setback. Towers must be set back a distance equal to the height of the tower from any off-site residential structure.

(E) Yard setback. Towers and accessory facilities must satisfy the minimum yard setback requirements for the zoning district in which they are located.

(F) Security fencing. Towers shall be enclosed by security fencing not less than six (6) feet in height and shall be equipped with an appropriate anticlimbing device.

(G) Aesthetics. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted sky blue or gray, so as to reduce visual obtrusiveness. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting and built environment. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(H) Federal requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this section shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations.

(I) Building codes; safety standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the tower fails to comply with such codes and standards and constitutes a danger to persons and property, then, upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such codes and standards. If the owner fails to bring such tower into compliance within the said thirty (30) days, the city may remove such tower or cause such tower to be removed at the owner's expense.

(3) Removal of abandoned antennas and towers. Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such antenna or tower shall remove same within ninety (90) days of receipt of notice from the planning department notifying the owner of such abandonment. If such antenna or tower is not removed within said ninety (90) days, the planning department may cause such antenna or tower to be removed at the owner's expense. If there are two (2) or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

(4) Refusal to grant request. Rejection of an application for a permitted use request for an antenna, tower or alternative tower structure by the planning department shall require the proponent to submit a zone case for a specific use permit in accordance with section 29-24(10) [[40.03.3103\(j\)](#)] of this chapter.



Regular City Council Meeting

6. 4.

Meeting Date: 01/22/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3247, a request of Vincent Huebinger, for Verizon Wireless, for a zoning change from T to R-1 Specific Use for a 155-foot telecommunications tower on 0.1291 acres out of 4.19 acres of unplatted land out of Block E-2, Section 21, 11410 University Avenue, and consider an ordinance.

Item Summary

General comments:

The request is to install a 155-foot telecommunications tower just inside the City limits south of the intersection of 114th and University. The proponent has provided staff with enough information that a co-location in the area is not possible and is not a benefit to the area. The site is laid out to where it meets the fall distance to any residential structure and provides a minimal negative impact to the area.

Adjacent land uses:

N: (T) Single Family Homes/Mobile subdivision

S: (N/A) Mobile home subdivision outside city limits.

E: (T) Vacant Land

W: (T) Vacant Land and Mobile homes.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP. Based on a case by case scenarios, cell towers/telecommunication towers are allowed in any zoning district at the discretion of the Planning Commission/City Council through a Specific Use Zone case.

Zoning Policy:

The Zoning Ordinance states "...antennas may be permitted in any zoning district provided that the proponent of such use has incorporated the minimum requirements..." and has been approved by the Planning and Zoning Commission. It is up to the proponent to provide the necessary data showing the necessity for a new tower, rather than co-locating on an existing one. Based on our inventory maps, and the information provided by the proponent, proposed location is 3,240-feet away from the nearest tower.

Effect on the adjacent street and thoroughfare system:

The tower will be designed in a way that it will not be visually obstructive to traffic in the vicinity. The tower and structure will be located a minimum of 155-feet from any residential structure.

Recommendations:

On January 6, 2015 the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following condition:

1. Monopole construction having a maximum height of 155-feet, tied to the elevation and site plan.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3247

Zone Case 3247

Zone Case 3247 - Antennas

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3247; A ZONING CHANGE FROM T TO R-1 SPECIFIC USE FOR A 155 FOOT TELECOMMUNICATIONS TOWER, ON 0.1291 ACRES OUT OF 4.19 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 21, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

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

ZONE CASE NO. 3247

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to R-1 Specific Use for a **155 foot telecommunications tower on 0.1291 acres out of 4.19 acres of unplatted land out of Block E-2, Section 21, City of Lubbock, Lubbock County, Texas, located at 11410 University Avenue, subject to conditions, and being further described as follows:**

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT the tower shall be monopole construction having a maximum height of 155 feet, tied to the elevation and site plan.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the T zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as 11410 University Avenue, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



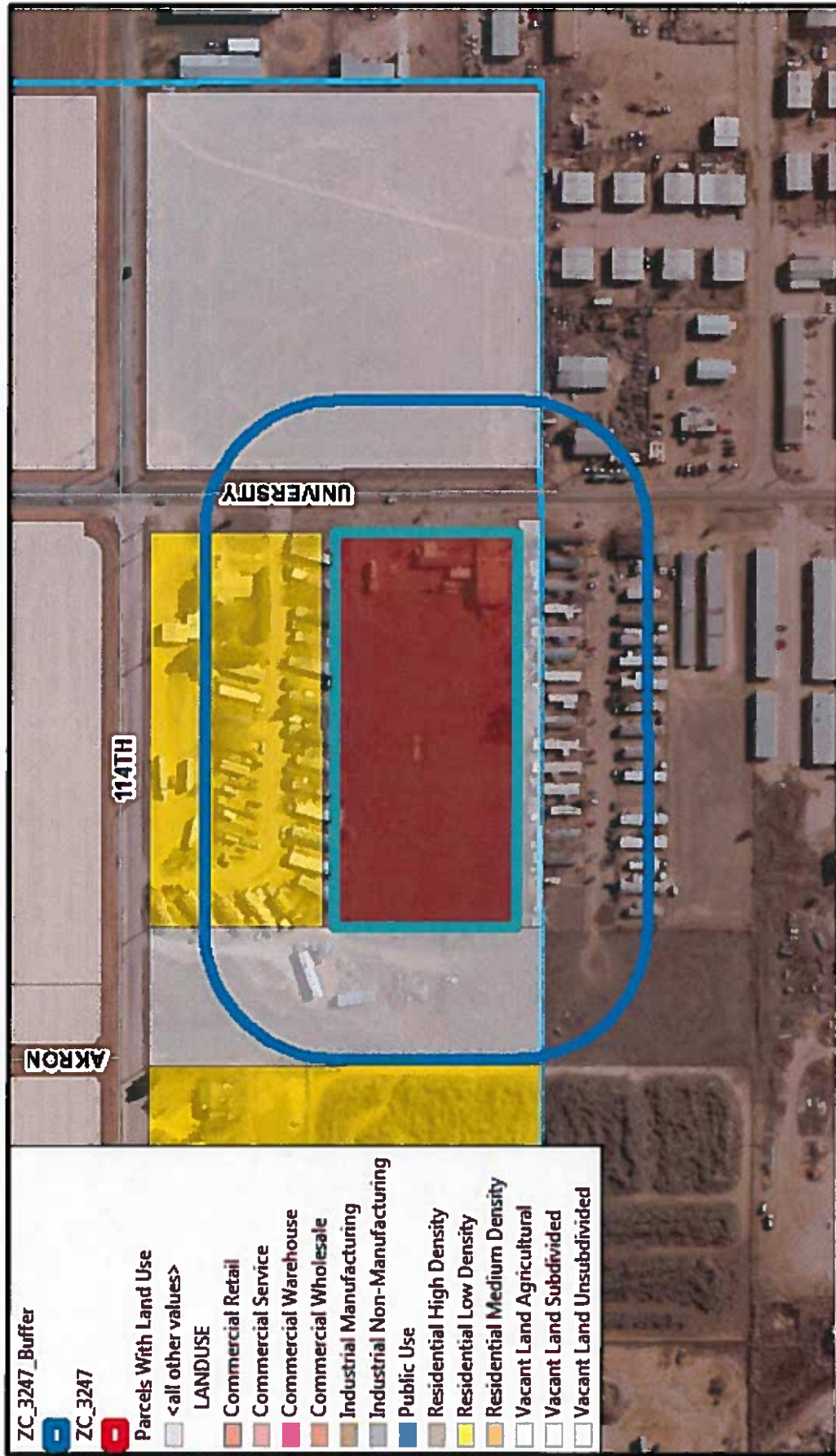
Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3247
January 6, 2015



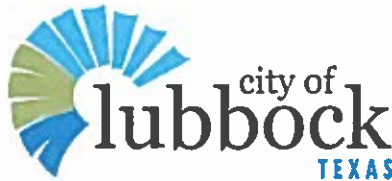


P.Z.C. Case 3247 Zoning



P.Z.C. Case 3247

Request of Vincent Huebinger (for Verizon Wireless) for a zoning change from T to R-1 Specific Use for a 165 foot telecommunications tower, 11410 University Avenue



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Verizon Wireless

Applicant
(Please Print)

Vincent G. Huebinger

For % Hub City Machine's Mfg. Inc

1715 Capital Texas Hwy Ste 207

11500 S. University Ave

Street/Post Office Box

Street/Post Office Box

Austin Texas 78746

Lubbock Texas 79493

City

State

Zip

City

State

Zip

(512) 328-2693

(806) 745-8335

Telephone

Telephone

Location or Address:

11506 S. University Avenue Lubbock Tx 79493

Legal Description:*

0.1291 Acres out of Section 21, Block E2, L.A. Pat. LLO Survey ABS

Existing Land Use:

Business Services

Existing Zoning:

"T" Transitional

Acreage or Square Footage of Property:

0.0149 Acres out of 4.19 Acres

Zoning Requested:

SUP for Communication Wireless Services, Verizon

wireless monopole @ 155' height with Verizon shelter's Generator

Proposed Development:

155' wireless Verizon Monopole and equipment shelter with generator for Backup emergency Power

If property is not subdivided, will preliminary plat be submitted?

Yes

No Exception

V. Huebinger Vincent Gerard's Assoc Inc

Applicant's Signature

12/8/14

Date

Filing Fee:

(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

MAB

m98 to

Zone Case No.:

3247

Agenda No.:

Request for zoning change from:

T

To:

R-1 Specific Use

for a 165 foot telecommunications tower

4.19 acres of unplatted land out of block E2 Section 21

on Lot(s):

-

Block(s):

-

Subdivision:

-

Address:

11410 University



VINCENT GERARD AND ASSOCIATES, INC.

Mr. Andrew Paxton
Planning Director, City of Lubbock

December 8, 2014

RE: 11506 University Avenue, Lubbock Texas, Proposed Verizon 165' monopole Specific Use Permit.

Mr. Paxton: We respectfully request a review and approval of a Specific Use Permit for Verizon Wireless. This site location will be used as a permanent facility as a 165' monopole on the vacant portion of a tract owned by Hub City Machine & Manufacturing, INC, represented by Mr. Robert Sanders. The zoning is an interim zoning classification and is located at the edge of the City of Lubbock full purpose annexation limits. The site has been moved to the center rear of the property away from the existing mobile homes on each side to the north and south of the site. The distance from the center of the monopole and the residential zoned tract to the north is approximately 147.5'. The following information is being provided with the application and fee for this Specific Use Permit.

- Application,
- Aerial Location Map,
- Zoning site plan with aerial, surrounding land use, elevation and height of proposed facility,
- Owners authorization and agent authorization,
- RF data summary,
- Locations of closest Verizon sites, capacity problems and propagation maps of before and after coverages.

The proposed site will meet or exceed the standard wind loads of the City of Lubbock and will have security fencing in place before the site is operational. A metes and bounds survey for the wireless area is being prepared by a licensed RPLS and will follow within a few days. The site area is 75' x 75', located on the rear of the tract and is consistent with the Fall zones and setbacks for new wireless monopoles. The reason for the Specific use is that the site is zoned "T" transitional, an interim use and does not allow a wireless structure without a specific use approval. A check for \$475 is enclosed. If you have any questions please do not hesitate to call, thanks.

Vincent G. Huebinger
Vincent Gerard & Associates Inc.



VINCENT GERARD AND ASSOCIATES, INC.

Mr. Victor Escamilla Jr.
Subdivision & Planning
City of Lubbock

December 8, 2014

RE: 11500 S University Avenue, Plat exception for Proposed Verizon 155' monopole.

Mr. Escamilla; We respectfully request a final plat exception for Planning & Zoning Commission approval to the 4.19 acre tract owned by Hub City Machine & Manufacturing Inc.. The SUP hearing currently filed will follow this tract to Planning & Zoning Commission and hopefully approve a 0.1291 acre area of the overall tract for a lease with Verizon Wireless. In review of the platting exemptions based on state and city requirements, this plat exception is required for the building permit process. The site does not require ROW dedication, utilities other than telephone and electric and is a minimal departure from the code. Texas state regulations allow tracts greater than 5 acres this exemption from platting in most cases within cities in the Texas Local Government Code. Let us know if you have any questions. The zoning site plan of the area is attached.

Vincent G. Huebinger
Vincent Gerard & Associates Inc.

12/04/2014 16:16 4697773482

MARTIN CONSULTING

PAGE 01/01

Mr. Andrew Paxton, Director
Planning and Development
City of Lubbock Texas

November 1, 2014

RE: Landowner Authorization Letter

Mr. Paxton;

As record owner(s) of the tract of the address list below, we hereby authorize KGI Wireless, along with Vincent Gerard & Associates, to file all appropriate zoning, plans and permits on the specified tract listed above for Verizon Wireless. This application is for a permanent facility to be constructed on the above address.

ROBERT SANDERS
Printed Name:

[Signature]
Signature:

11506 UNIVERSITY
Address of Property:

12/4/14
Date:

ZONING MAP



ZONING USE
T - TRANSITIONAL

SPECIAL USE PERMIT SITE PLAN

PROJECT TYPE
PROPOSED TOWER SITE

SITE INFORMATION

JAGERBAR, CITY OF LUBBOCK, TEXAS 79403
LUBBOCK COUNTY
11506 UNIVERSITY AVENUE
LUBBOCK, TEXAS 79423
USE: TELECOMMUNICATIONS FACILITY
ZONING FILE NO.: ZONING T - TRANSITIONAL

DATE

DECEMBER 1, 2014

SITE NAME:

VERIZON / TXLU JAGERBAR

CONTACT INFORMATION

VINCE HENDERSON
VINCENT GERARD & ASSOCIATES
1715 S. CAPITAL OF TEXAS HWY
SUITE 207
AUSTIN, TEXAS 78746
PHONE: (512) 328-2883

LEGAL DESCRIPTION

BLK E2 SEC 21 ASPTN T9 & OF 16 1/4 AC. 4.180
VOL. 1783, PG. 782 OPRCLT

CONSULTANTS

VINCENT GERARD & ASSOCIATES
1715 S. CAPITAL OF TEXAS HWY
SUITE 207
AUSTIN, TEXAS 78746
PHONE: (512) 328-2883
VINCE HENDERSON

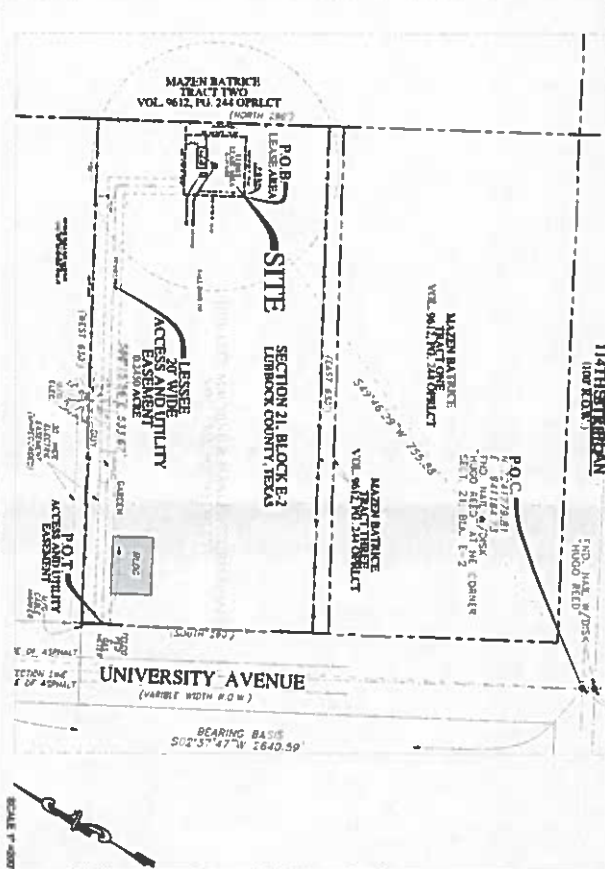
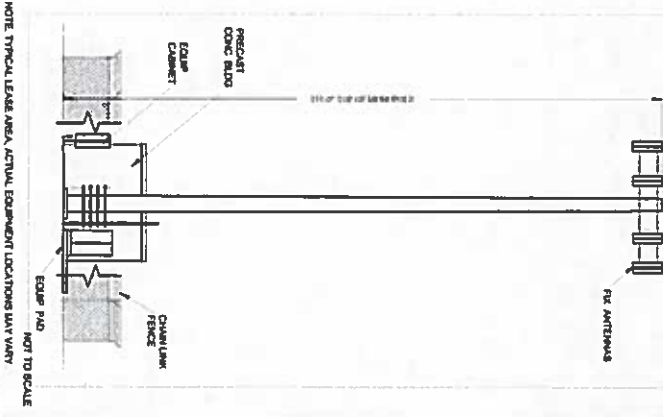
CARRIER INFORMATION

VERIZON WIRELESS
LAND MOBILE/PORTABLE
LAND, WIRELESS & REGULATORY
SUPPORT
SATELLITE
SATELLITE
WESTLAKE, TX 75382
PHONE: (817) 981-2390
EMAIL: vandergraff@verizonwireless.com

NOT FOR CONSTRUCTION PURPOSES

ADVERTISING IS PROHIBITED ANYWHERE ON A WIT WITH THE EXCEPTION OF THE
APPEARANCE AS RELAYED BY THE FEDERAL COMMUNICATIONS COMMISSION
(FCC) REGULATIONS ON NECESSARY FOR THE OPERATION OF A WIT.
AN IDENTIFICATION SIGN FOR EACH SERVICE PROVIDER RESPONSIBLE FOR THE
OPERATION AND MAINTENANCE OF A WIT AT THE SITE, NOT LARGER THAN TWO
FOOT SQUARE, SHALL BE PLACED ON THE WIT AND SHALL PROVIDE THE NAME,
ADDRESS, AND EMERGENCY NUMBER OF THE RESPONSIBLE SERVICE PROVIDER.

TOWER - TYPICAL



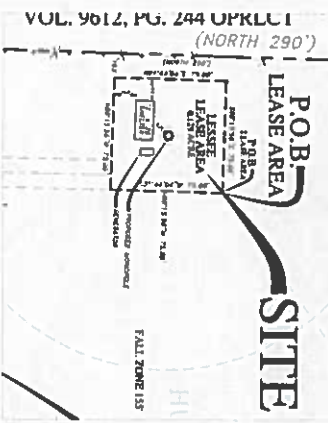
VICINITY MAP



AERIAL IMAGERY



DETAILED SITE PLAN



ORIGINAL SUBMITTAL DATE:

ACCEPTED FOR APPROVAL:

CITY OF LUBBOCK, TEXAS

VINCENT GERARD & ASSOCIATES
LAND PLANNING & ZONING CONSULTANTS
1715 CAPITAL OF TEXAS HWY SOUTH STE. 207
AUSTIN, TEXAS 78746
(512) 328-2883 • vgerard@earth.net



VERIZON - TXLU JAGERBAR
ZONING EXHIBIT
VERIZON COMMUNICATIONS
11506 UNIVERSITY AVENUE
LUBBOCK, TEXAS 79423



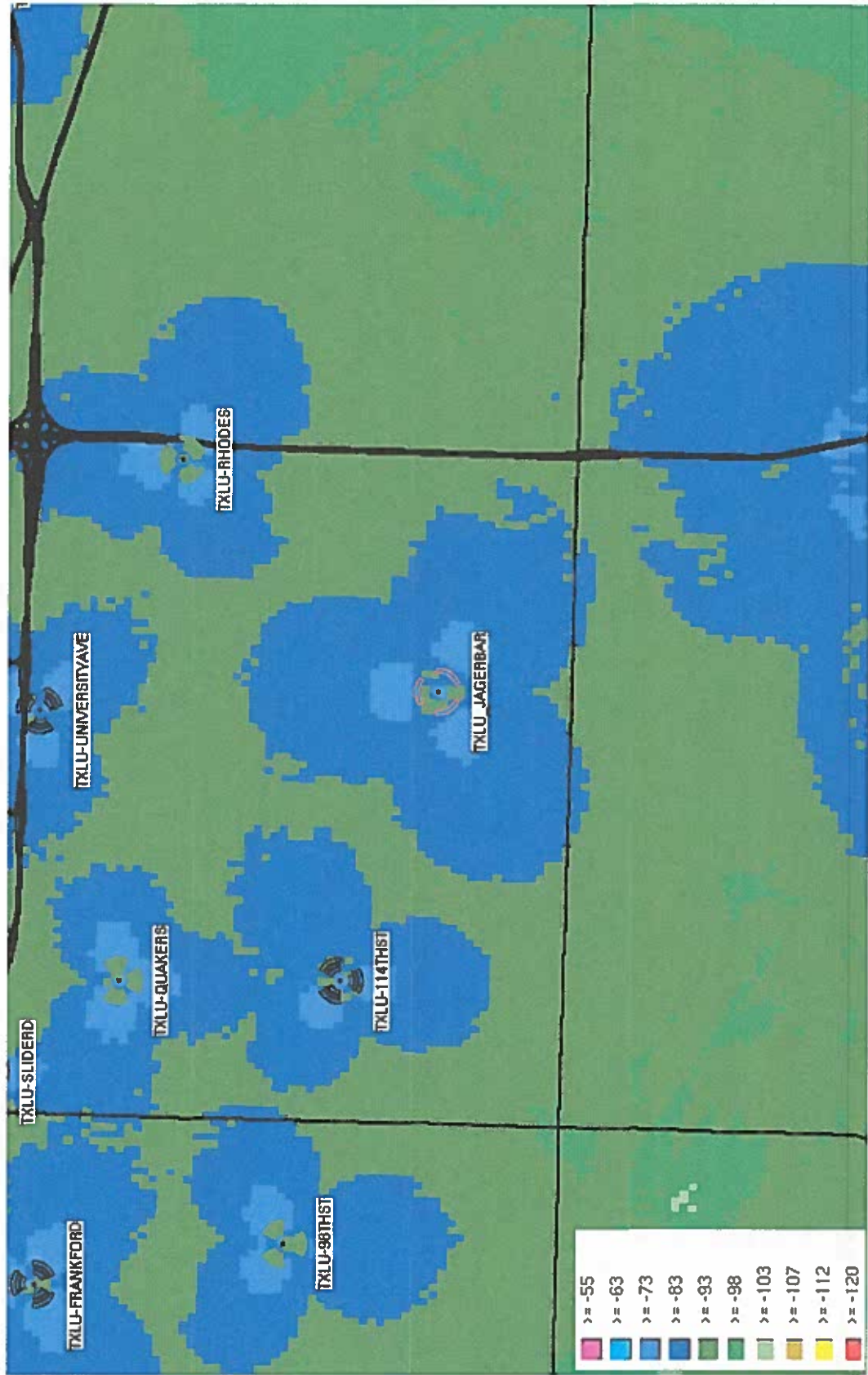


TXLU_JAGERBAR Current RSRP





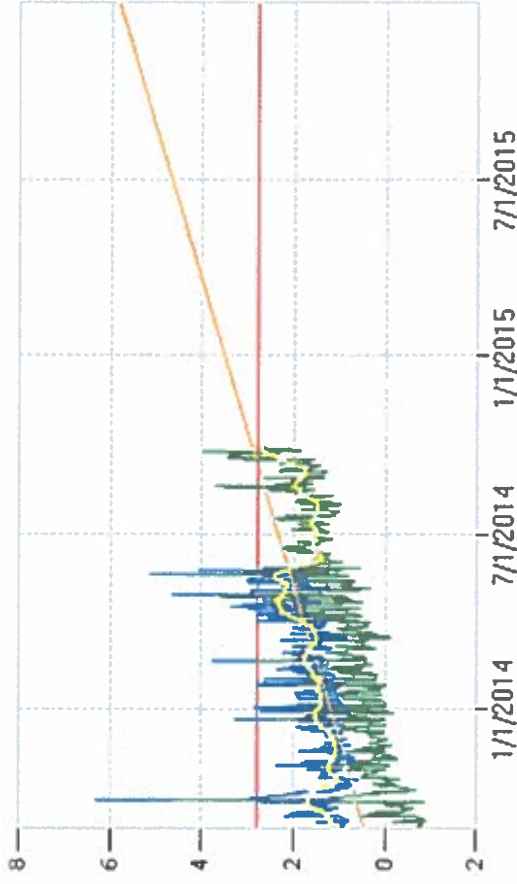
TXLU_JAGERBAR Future Site RSRP



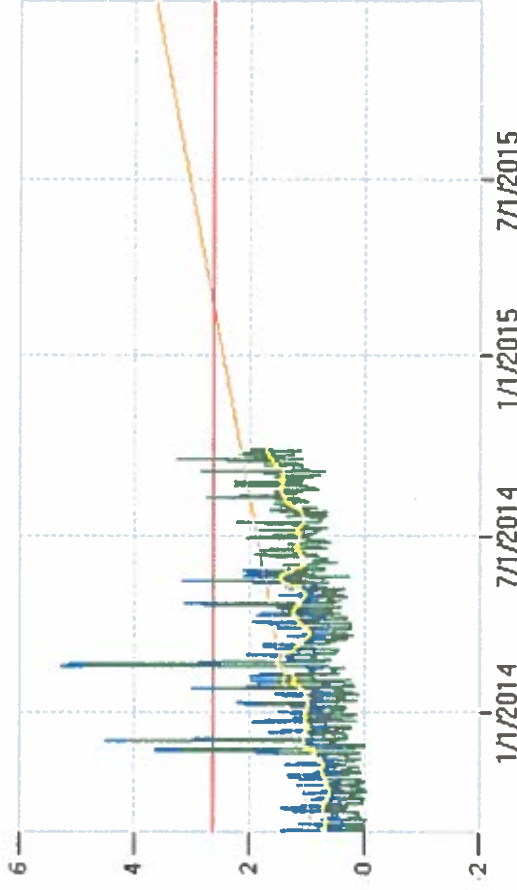


Current Sites Capacity Demand Lines

TXLU_114THST

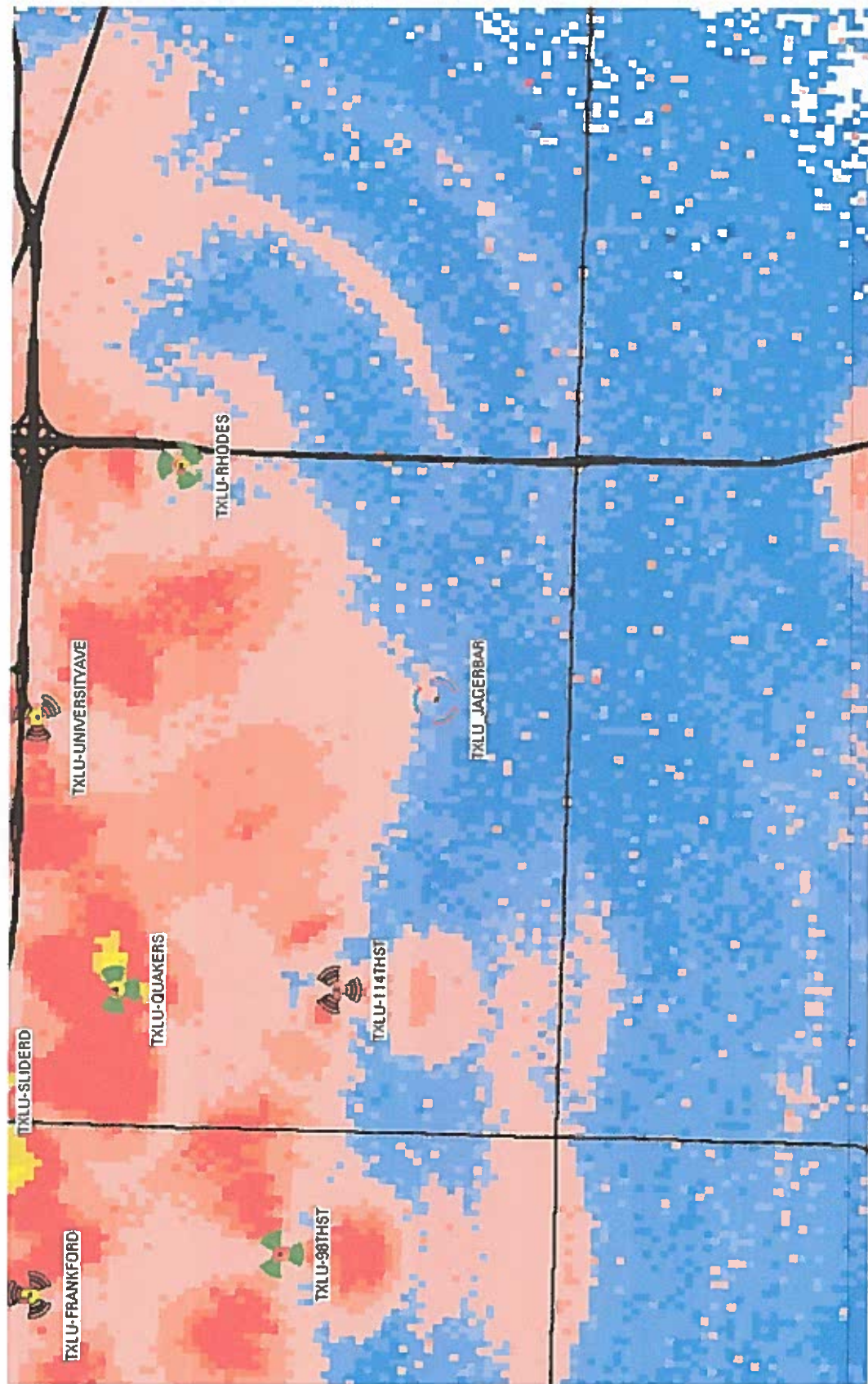


TXLU_RHODES





TXLU_JAGERBAR Demand Heat Map







Administrative review for antennas, towers and/or alternative tower structures.

(1) Purpose; goals. The purpose of this section is to establish regulations for the siting of towers and antennas on public and private property. The goals of this section are to:

(A) Encourage the location of towers in non-residential areas and minimize the total number of towers throughout the community;

(B) Encourage strongly the joint use of new and existing tower sites;

(C) Require users of towers and antennas to locate them, to the extent possible, in areas where the adverse impact on the community is minimal;

(D) Require users of towers and antennas to configure than [sic] them in a way that minimizes the adverse visual impact of the towers and antennas; and

(E) Enhance the ability of the providers of telecommunications services to provide such services to the community quickly, effectively, and efficiently.

(2) Application requirements. The proponent of a new tower site other than a radio, television or microwave broadcasting or transmission facility shall provide the following documentation for review by the planning department:

(A) Inventory of existing sites. Each applicant of one or more towers shall provide to the planning department an inventory of its existing towers, including specific information about the location, height, and design of each tower. The planning department shall maintain an inventory of existing towers, including specific information about the location, height, and design of each tower. The city may share such information with other persons, organizations or governmental authorities seeking to locate antennas within the city.

(B) Availability of suitable existing towers or other structures. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the planning department that no existing tower or structure can accommodate the applicant's proposed antenna. Evidence submitted to demonstrate that no existing tower or structure can accommodate the applicant's proposed antenna may consist of any of the following:

(i) No existing towers or structures are located within the geographic area required to meet applicant's engineering requirements.

(ii) Existing towers or structures are not of sufficient height to meet applicant's engineering requirements.

(iii) Existing towers or structures do not have sufficient structural strength to support applicant's proposed antenna and related equipment and cannot be reinforced to provide sufficient structural strength.

(iv) The applicant's proposed antenna would cause electromagnetic interference with the antenna on the existing towers or structures, or the antenna on the existing towers or structures would cause interference with the applicant's proposed antenna.

(v) The fees or costs required to share an existing tower or structure or to adapt an existing tower or structure for sharing are unreasonable. Costs below new tower development are presumed reasonable.

(vi) Property owners or owners of existing towers or structures are unwilling to accommodate the applicant's needs.

(vii) The applicant demonstrates that there are other limiting factors that render existing towers and structures unsuitable.

(C) Site plan. Each applicant requesting a permit under this section shall submit a scaled site plan and a sealed elevation view and other supporting drawings, calculations, and other documentation, signed and sealed by appropriate professional engineers, showing the location and dimensions of all improvements, including information concerning topography, radio frequency coverage, tower height requirements, setbacks, drives, parking, fencing, landscaping, adjacent uses, and other information necessary to assessment [of] compliance with this ordinance.

(D) Residential setback. Towers must be set back a distance equal to the height of the tower from any off-site residential structure.

(E) Yard setback. Towers and accessory facilities must satisfy the minimum yard setback requirements for the zoning district in which they are located.

(F) Security fencing. Towers shall be enclosed by security fencing not less than six (6) feet in height and shall be equipped with an appropriate anticlimbing device.

(G) Aesthetics. Towers shall either maintain a galvanized steel finish or, subject to any applicable standards of the FAA, be painted sky blue or gray, so as to reduce visual obtrusiveness. At a tower site, the design of the buildings and related structures shall, to the extent possible, use materials, colors, textures, screening, and landscaping that will blend the tower facilities to the natural setting and built environment. If an antenna is installed on a structure other than a tower, the antenna and supporting electrical and mechanical equipment must be of a neutral color that is identical to, or closely compatible with, the color of the supporting structure so as to make the antenna and related equipment as visually unobtrusive as possible.

(H) Federal requirements. All towers must meet or exceed current standards and regulations of the FAA, the FCC, and any other agency of the federal government with the authority to regulate towers and antennas. If such standards and regulations are changed, then the owners of the towers and antennas governed by this section shall bring such towers and antennas into compliance with such revised standards and regulations within six (6) months of the effective date of such standards and regulations.

(I) Building codes; safety standards. To ensure the structural integrity of towers, the owner of a tower shall ensure that it is maintained in compliance with standards contained in applicable local building codes and the applicable standards for towers that are published by the Electronic Industries Association, as amended from time to time. If, upon inspection, the tower fails to comply with such codes and standards and constitutes a danger to persons and property, then, upon notice being provided to the owner of the tower, the owner shall have thirty (30) days to bring such tower into compliance with such codes and standards. If the owner fails to bring such tower into compliance within the said thirty (30) days, the city may remove such tower or cause such tower to be removed at the owner's expense.

(3) Removal of abandoned antennas and towers. Any antenna or tower that is not operated for a continuous period of twelve (12) months shall be considered abandoned, and the owner of such antenna or tower shall remove same within ninety (90) days of receipt of notice from the planning department notifying the owner of such abandonment. If such antenna or tower is not removed within said ninety (90) days, the planning department may cause such antenna or tower to be removed at the owner's expense. If there are two (2) or more users of a single tower, then this provision shall not become effective until all users cease using the tower.

(4) Refusal to grant request. Rejection of an application for a permitted use request for an antenna, tower or alternative tower structure by the planning department shall require the proponent to submit a zone case for a specific use permit in accordance with section 29-24(10) [[40.03.3103\(j\)](#)] of this chapter.



Regular City Council Meeting

6. 5.

Meeting Date: 01/22/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider an ordinance to annex a parcel approximately 107.53 acres out of Section 4, Block AK, Lubbock, Lubbock County, Texas, adjacent to the City limits north of 146th Street east of Quaker Avenue.

Item Summary

The petition was submitted to the Planning Department in proper form on the November 7, 2014. The City Council heard the petition for annexation on December 4, 2014. This is the first of two public hearings for the ordinance to annex the area.

The area petitioned for annexation is planned to be continuation of a residential development known as Kelsey Park and a private school. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Annexation

Petition - 107.53 Acres

Draft Service Plan - 107.53 Acres

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on December 4, 2014, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 107.53 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit "A", which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 107.53 acre tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication provided by law.

AND IT IS SO ORDERED.

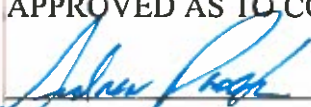
Passed by the City Council on first reading on _____.
Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

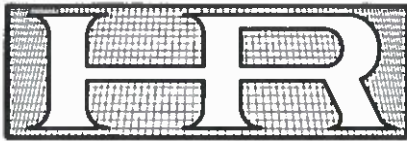


Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney



**LAND SURVEYORS
CIVIL ENGINEERS**

HUGO REED AND ASSOCIATES, INC.

1601 Avenue N, Lubbock, Texas 79401

Phone: 806-763-5642

Fax: 806-763-3891

Texas Registered Engineering Firm F-760

Texas Licensed Surveying Firm 100676-00

LETTER OF TRANSMITTAL

To: City of Lubbock

Date: November 7, 2014

Job #

Project Name: Section 4, Block AK

Attn: Drew Paxton

We are sending you:

☒ Herewith

☐ Under Separate Cover Via

RECEIVED

NOV 07 REC'D

PLANNING DEPARTMENT

Copies	Date	Description
orig	11/7	Annexation request

These are transmitted as:

☒ For Your Use

☐ For Review & Comments

☐ For Approval

☐ For Your Records

☐ Return After Loan to Us

☐

Remarks:

Please begin the process.

Copies to:

Signed: Terry Holeman

PETITION FOR VOLUNTARY ANNEXATION

To: The Mayor and Governing Body of the City Of Lubbock, Texas

The undersigned owners of the hereinafter described tract of land which is vacant or without residents, or on which less than three (3) qualified voters reside, hereby petition the City Council to extend the present City limits in the manner prescribed by the Local Government Code, Section 43-028, so as to include and annex as a part of the City Of Lubbock, Texas, the property described by metes and bounds on the attached Exhibit "A", which is incorporated herein for all purposes. We certify that this Petition is signed and acknowledged by each and every person or corporation owning said land or having an interest in any part thereof.

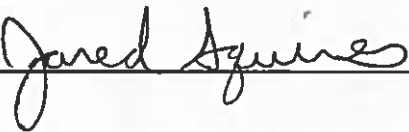
Ford Development Corporation

By: 

Commercial State Bank

By: 

KPA Ministries, Inc. dba Kingdom
Preparatory Academy

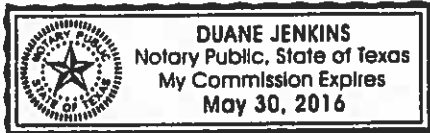
By: 

AimBank

By: 

STATE OF TEXAS
COUNTY OF LUBBOCK

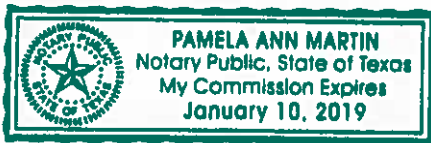
This instrument was acknowledged before me on the 5th day of
November, 2014, by Rex Robertson on behalf of Ford Development
Corporation



Duane Jenkins
Notary Public in and for
The State of Texas
My Commission expires: May 30, 2016

STATE OF TEXAS
COUNTY OF LUBBOCK

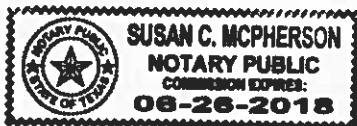
This instrument was acknowledged before me on the 5th day of
November, 2014, by Caleb Shafer on behalf of Commercial State
Bank



Pamela Martin
Notary Public in and for
The State of Texas
My Commission expires: 1-10-2019

STATE OF TEXAS
COUNTY OF LUBBOCK

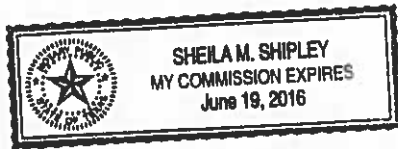
This instrument was acknowledged before me on the 6th day of
November, 2014, by David Squire on behalf of KPA Ministries,
Inc. dba Kingdom Preparatory Academy



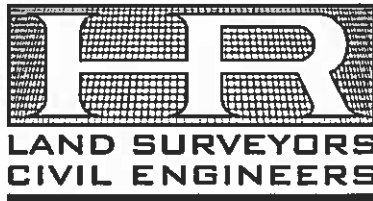
Susan C. McPherson
Notary Public in and for
The State of Texas
My Commission expires: 6-26-2018

STATE OF TEXAS
COUNTY OF LUBBOCK

This instrument was acknowledged before me on the 6th day of
November 2014, by Bryan Studer on behalf of AimBank



Sheila Shipley
Notary Public in and for
The State of Texas
My Commission expires: June 19, 2016



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

EXHIBIT "A"

METES AND BOUNDS DESCRIPTION of a 107.53 acre tract of land located in Section 4, Block AK, Lubbock County Texas, being further described as follows:

BEGINNING at the Southwest corner of Section 4, Block AK, Lubbock County, Texas, for the Southwest corner of this tract;

THENCE N. 01°48'13" E., along the West line of said Section 4, a distance of 1979.62 feet to the Southwest corner of a 75.966 acre tract as previously annexed by the City of Lubbock in 2013 for the Northwest corner of this tract;

THENCE S. 88°13'29" E., along the Southern boundary of said 75.966 acre tract, a distance of 839.63 feet to a point of curvature;

THENCE Southeasterly, continuing along said Southern boundary, along a curve to the right, said curve having a radius of 1544.00 feet, a central angle of 23°51'15", tangent lengths of 326.14 feet, a chord distance of 638.19 feet and a chord bearing of S. 76°17'51" E. to a point of tangency;

THENCE S. 64°22'13" E., continuing along said Southern boundary, a distance of 432.49 feet;

THENCE S. 19°22'13" E., continuing along said Southern boundary, a distance of 21.21 feet;

THENCE S. 25°37'47" W., continuing along said Southern boundary, a distance of 101.00 feet to a point of curvature;

THENCE Southwesterly, continuing along said Southern boundary, along a curve to the right, said curve having a radius of 274.00 feet, a central angle of 17°31'01", tangent lengths of 42.21 feet, a chord distance of 83.44 feet and a chord bearing of S. 34°23'17" W. to a point of intersection;

THENCE S. 64°22'13" E., continuing along said Southern boundary, a distance of 54.10 feet;

THENCE N. 77°57'23" E., continuing along said Southern boundary, a distance of 12.22 feet;

THENCE S. 64°22'13" E., continuing along said Southern boundary, a distance of 506.66 feet;

THENCE S. 88°12'49" E., continuing along said Southern boundary, a distance of 472.22 feet;

THENCE S. 36°07'21" E., continuing along said Southern boundary, a distance of 15.78 feet;

THENCE S. 86°58'49" E., continuing along said Southern boundary, a distance of 61.47 feet;

THENCE N. 58°55'10" E., continuing along said Southern boundary, a distance of 6.29 feet to a point of intersection for the Northeast corner of this tract;

THENCE Southwesterly, along a curve to the right, said curve having a radius of 1069.00 feet, a central angle of 09°55'30", tangent lengths of 92.82 feet, a chord distance of 184.94 feet and a chord bearing of S. 20°03'41" W. to a point of tangency;

THENCE S. 25°01'26" W. a distance of 132.08 feet to a point of curvature;

THENCE Southwesterly, along a curve to the left, said curve having a radius of 961.00 feet, a central angle of 23°22'03", tangent lengths of 198.73 feet, a chord distance of 389.22 feet and a chord bearing of S. 13°20'26" W. to a point of tangency;

THENCE S. 01°47'10" W. a distance of 275.46 feet;

THENCE S. 00°38'26" W. a distance of 150.03 feet;

THENCE S. 01°47'10" W. a distance of 70.00 feet;

THENCE S. 43°12'57" E. a distance of 42.43 feet;

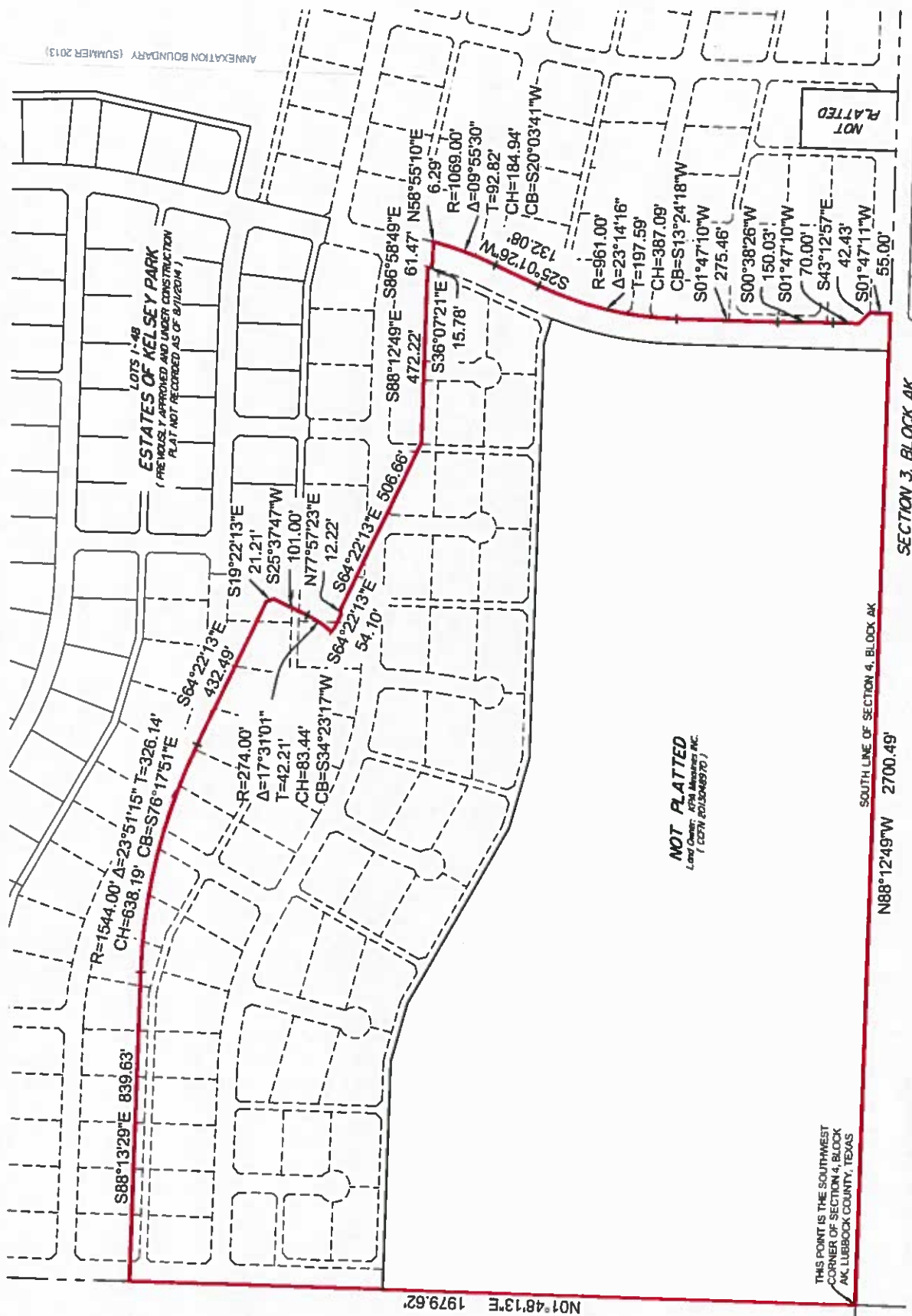
THENCE S. 01°47'11" W. a distance of 55.00 feet to a point in the South line of said Section 4, Block AK for the Southeast corner of this tract;

THENCE N. 88°12'49" W., along said South line, a distance of 2700.49 feet to the Point of Beginning.

CONTAINS: 4,683,955 square feet

Bearings are relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

Notice: This document was prepared under 22 TAC 663.21, does not reflect the results of an on the ground survey, and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared.



THIS POINT IS THE SOUTHWEST
CORNER OF SECTION 4, BLOCK
AK, LUBBOCK COUNTY, TEXAS

SOUTH LINE OF SECTION 4, BLOCK AK
N88°12'49"W 2700.49'

SECTION 3, BLOCK AK

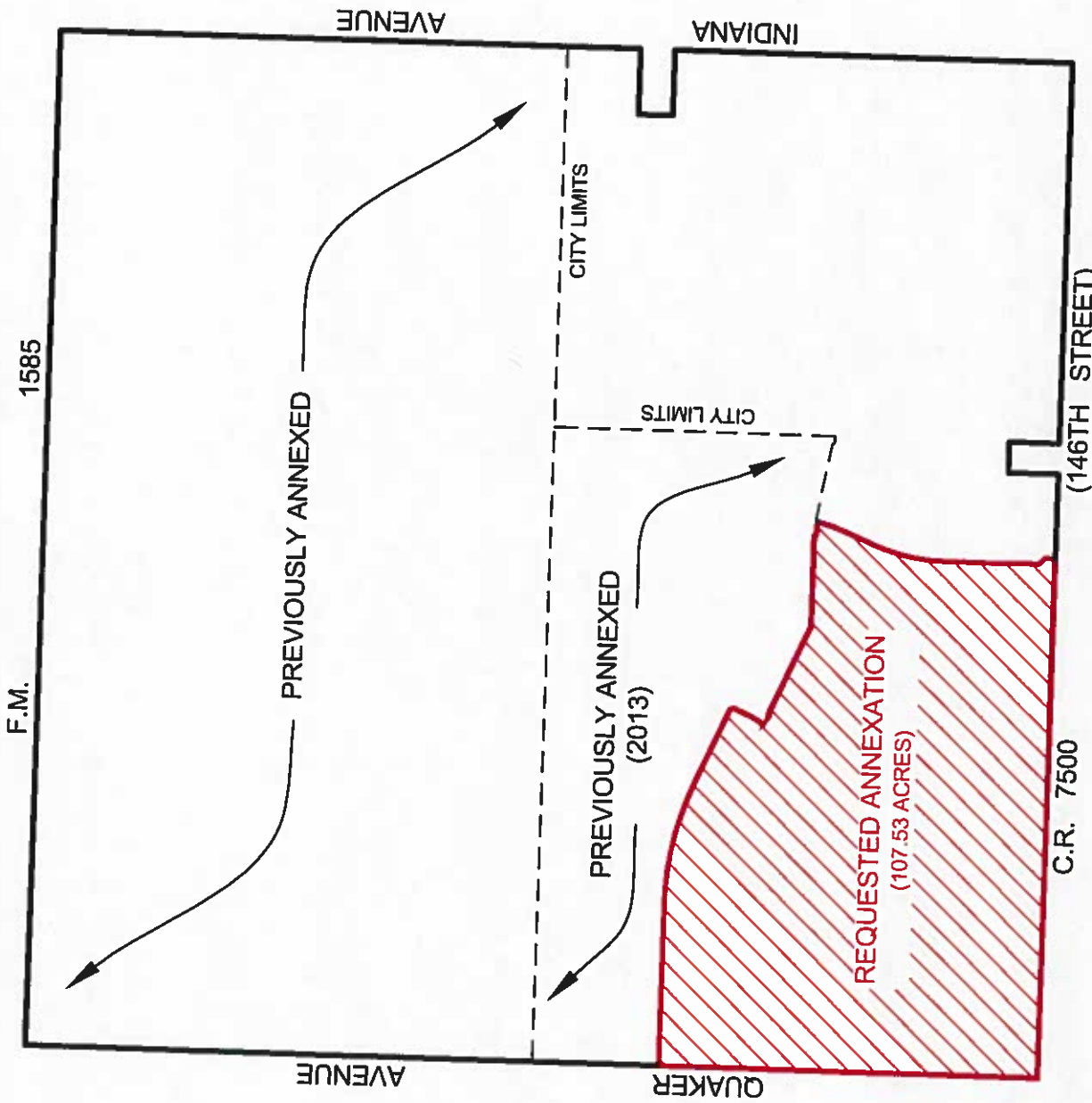


KELSEY PARK - ANNEXATION
NOVEMBER 5, 2014



FORD
DEVELOPMENT





KELSEY PARK - ANNEXATION

NOVEMBER 5, 2014



MUNICIPAL SERVICE PLAN

FIRE

DRAFT

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No. 16, located at 4030 114th Street. Adequate fire suppression activities can be afforded to the annexed area within current budget appropriation. Fire prevention activities will be provided by the Fire Marshall's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide Code Enforcement Services upon annexation. This includes issuing building, electrical and plumbing permits for any new construction and remodeling, and enforcing all other applicable codes which regulated building construction within the City of Lubbock.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area on the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. These services can be provided within the department's current budget.

GIS AND DATA SERVICES

Existing Services: None

Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Police and Fire for updated information for 911 Dispatch.

LIBRARY

Existing Services: None

Services to be Provided: Upon the effective date of annexation, free library use privileges will be available to anyone residing in this area. These privileges can be provided within the current budget appropriation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ANIMAL SERVICES

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations on the effective date of the annexation. Such services can be provided with current personnel and budget appropriation.

STREET

Existing Services: Lubbock County Public Works

Services to be Provided: Maintenance to the street facilities will be provided by the City upon the effective date of the annexation. This service can be provided within the current budget appropriation.

STORM WATER MANAGEMENT

Existing Services: None

Services to be Provided: Developers will provide storm water drainage at their own expense and will be inspected by the City Engineers at time of completions. The City will then enforce the drainage policies upon approval.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: The Traffic Engineering Department will provide required traffic control devices after the effective date of annexation.

WATER SERVICE

Existing Services: None

Services to be Provided: Water service to the area will be provided in accordance with the applicable codes and departmental policy. When other property develops in the adjacent area, water service shall be provided in accordance with extension ordinances. Extension of service shall comply with City codes and ordinances.

SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Sanitary sewer service to the area of proposed annexation will be provided in accordance with applicable codes and departmental policy. When property develops in the adjacent areas, sanitary sewer service shall be provided in accordance with the present extension ordinance. Extension of service shall comply with applicable codes and ordinances.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle

this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas.



Regular City Council Meeting

6. 6.

Meeting Date: 01/22/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider two appointments to the Cultural Arts & Grants Review Standing Sub-Committee, one appointment to the Keep Lubbock Beautiful Advisory Committee, one appointment to the Permit & License Appeal Board, three appointments to the Urban Design & Historic Preservation Commission, and four appointments to the Zoning Board of Adjustment.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Board Appointments - Regular Session

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JANUARY 22, 2014 - REGULAR SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
1	CULTURAL ARTS GRANTS REVIEW STANDING SUB-COMMITTEE	McDONALD, ANN	02.01.2015	N/A		REPLACE	N/A
		McDONALD, MARTHA	02.01.2015	100%		REAPPOINT	Y
2	KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE	ABERCIA, DAVID	04.01.2016	N/A		RESIGNED/REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
09/09/2014	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
09/14/2014	Brady	Zachary	Male	Anglo	40-49	Attorney	Brady & Hamilton, LLP	3
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
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
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
12/06/2010	Dumas	Seanlouie	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	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	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
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
07/31/2014	Lansdell	Kendra	Female	Anglo	40-49	Self employed	The Copy Outlet / Miss Social Butterfly	6
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
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	
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
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
09/09/2014	Pitcock	Karen	Female	Anglo	40-49			4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
09/09/2014	Presley	Steven	Male	Anglo	50-59	Professor	Texas Tech University	6
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
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

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
04/23/2012	Strickland	Lynne	Female	Anglo	60+			6
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Warren	Steven	Male	Anglo	50-59	Engineer	Texas Dept. of Transportation	1
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
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

CULTURAL ARTS GRANTS REVIEW STANDING SUB-COMMITTEE

	<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%	100.0% (2)
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%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	0.0% (0)
Female	51.5%	53.0%	26.2%	100.0% (2)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	0.0% (0)
District 4	17.0%	17.0%	18.8%	50.0% (1)
District 5	16.7%	19.4%	29.0%	50.0% (1)
District 6	17.2%	19.9%	19.5%	0.0% (0)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Composed of three Civic Lubbock Directors plus two members-at-large appointed by the City Council. This committee shall be responsible for developing the guidelines for the Cultural and Arts Grant Program funded by the Hotel Occupancy Tax, accepting applications, and making recommendations to full CLI Board to present to City Council for grant recipients twice each year. The President of Civic Lubbock, Inc. Board of Directors or his designee shall serve as an ex-officio member of this committee.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
McDonald, Ann (F,A,6)	N/A	N/A	Replace
McDonald, Martha (F,A,5)	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Ann McDonald:

Emily Wilkinson (F,A,4) Texas Tech University

To reappoint Martha McDonald

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

Updated: 1/8/2015

Cultural Arts Grants Review Standing Sub-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>
First Preference								
01/07/2015	Wilkinson	Emily	F	A	30-39	Public Art Manager	Texas Tech University System	4
Second Preference								
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
01/05/2015	Nagy	E Jane	F	A	60+	Retired		6
Third Preference								
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5
Fourth Preference								
12/01/2007	Willis	Roy	M	A	60+	Retired	United Postal Service	5
Fifth Preference								
Sixth Preference								
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member				<i>Curr:</i> 02/01/2012-02/01/2015	Y
Citizen	N	4615 8th St		<i>2nd:</i> 02/01/2009-02/01/2012	
McDonald		Lubbock, TX 79416		<i>1st:</i> 02/09/2006-02/01/2009	
Ms. Ann					
<i>Email:</i>	N	8067955565		<i>Fax:</i>	
Member				<i>Curr:</i> 02/01/2012-02/01/2015	Y
Citizen	N	5234 21st Street		<i>2nd:</i>	
McDonald		Lubbock, TX 79407		<i>1st:</i>	
Ms. Martha					
<i>Email:</i>	N	8067840466		<i>Fax:</i>	
	N	8067896449			

KEEP LUBBOCK BEAUTIFUL ADVISORY COMMITTEE

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
<u>ETHNICITY</u>	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
Anglo	55.0%	61.0%	77.1%	90.9% (10)
Hispanic	32.6%	27.6%	9.6%	9.1% (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%	49.0%	73.8%	36.4% (4)
Female	51.5%	51.0%	26.2%	63.6% (7)
<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%	9.1% (1)
District 5	16.7%	19.4%	29.0%	27.3% (3)
District 6	17.3%	19.9%	19.5%	27.3% (3)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:

Work with the Keep America Beautiful System, which includes Keep Texas Beautiful; to preserve a beautiful and sanitary environment that is beneficial to the health, safety and welfare of the citizens of Lubbock.

QUALIFICATIONS: All members shall be appointed at large from within the corporate limits of the City of Lubbock

APPOINTMENT INFORMATION:

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

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace David Abercia:

Paige Holland (F,A,6) Texas Tech Athletics

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

Updated: 12/30/2014

Keep Lubbock Beautiful Advisory 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>
First Preference								
Second Preference								
09/09/2014	Chadwell	Christi	F	A	18-29	Communications and Recruiting Coordinator	Texas Tech	
09/10/2014	Lloyd, Sr.	David	M	A	60+	Retired	Software-Accounting	5
Third Preference								
10/26/2014	Holland	Paige	F	A	30-39	Director	Texas Tech Athletics	6
09/10/2014	Jackson	Hannah	F	A	30-39	Music Teacher / Musician	Songbird Music Studio	5
Fourth Preference								
09/17/2014	Childs	Julie	F	A	40-49	Commercial Realtor	RE/MAX Commercial Real Estate	5
11/19/2014	Lewis	Sheri	F	A	50-59	Associate director & media advisor	Texas Tech University -- Student Media	4
03/26/2014	Sullivan	Lauren	F	A	30-39	Director for Office of Student Affairs	TTUHSC School of Nursing	2
Fifth Preference								
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
01/28/2014	KEEL	JAMES	M	A	30-39	REGISTERED NURSE	STARCARE	3
08/25/2014	Tracy	Monica	F	H	30-39	Investigator	(806) 543-7279	2
Sixth Preference								
05/15/2014	McGough	Allison	F	A	40-49	Director of Local Outreach	First United Methodist Church	5

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			(806) 742-7025	<i>Curr:</i> 04/01/2014-04/01/2016	Y
Citizen	N	6534 84th St	Box 45024	<i>2nd:</i> 02/28/2013-04/01/2014	
Abercia	Jr.	Lubbock, TX 79424	Lubbock, TX 79409	<i>1st:</i>	
Mr. David					
<i>Email:</i>	N	8525637054		<i>Fax:</i> (806) 742-2364	
david.abercia@gmail.com			david.abercia@ttu.edu		
Member			City Transit Management	<i>Curr:</i> 05/01/2013-04/01/2015	Y
	N	4512 62nd	dba Citibus	<i>2nd:</i>	
Barnes		Lubbock, TX 79414	801 Texas Ave	<i>1st:</i>	
Mrs. Nitra			Lubbock, TX 79401		
<i>Email:</i>	N	(806) 407-5530	(806) 712-2000	<i>Fax:</i> (806) 712-2012	
nitrakiddbarnes@gmail.com	N	(806) 789-4078	nbarnes@citibus.com		
Member			McPherson Cellars	<i>Curr:</i> 04/24/2014-04/01/2016	Y
Citizen	N	3520 24th	1615 Texas Ave	<i>2nd:</i>	
Duke		Lubbock, TX 79410	Lubbock, TX 79401	<i>1st:</i>	
Ms. Aundi					
<i>Email:</i>	N	8066200409	(806) 687-9463	<i>Fax:</i>	
aundiduke@gmail.com			aundi@mcphersoncellars.com		
Member			Earth Angel	<i>Curr:</i> 04/01/2013-04/01/2015	Y
	Y	4818 16th Street	4818 16th Street	<i>2nd:</i> 05/10/2011-04/01/2013	
Horkey-Wolff		Lubbock, TX 79416	Lubbock, TX 79416	<i>1st:</i>	
Ms. Kathryn					
<i>Email:</i>	Y	8067976493	8069284756	<i>Fax:</i>	
kathyhw@suddenlink.net			earthangel4818@me.com		
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
	N	4519 11th Street		<i>2nd:</i>	
King		Lubbock, TX 79416		<i>1st:</i>	
Mrs. Suzanne					
<i>Email:</i>	N	8067997980		<i>Fax:</i>	
suziek1@aol.com	N	8062396346	suziek1@aol.com		
Member			8064389089	<i>Curr:</i> 04/01/2014-04/01/2016	Y
Citizen	N	6315 Duke	6315 Duke	<i>2nd:</i> 02/28/2013-04/01/2014	
Langford		Lubbock, TX 79416	Lubbock, TX 79416	<i>1st:</i>	
Mr. Curt					
<i>Email:</i>	N	(806) 793-9131	8064389089	<i>Fax:</i>	
curt.langford@balfour.com	N	(806) 438-9089	curt.langford@balfour.com		
Member			Texas Tech Alumni	<i>Curr:</i> 11/21/2013-04/01/2015	Y
Citizen	Y	8615 Utica Avenue	Association	<i>2nd:</i>	
Low		Lubbock, TX 79424	P.O. Box 45001	<i>1st:</i>	
Ms. Lisa			Lubbock, TX 79409		
<i>Email:</i>	Y	8062529085	8067423641	<i>Fax:</i> 8067423604	
lisao.low@ttu.edu			lisa.low@ttu.edu		
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
	N	5703 Geneva		<i>2nd:</i> 08/23/2012-04/01/2013	
Meyer		Lubbock, TX 79413		<i>1st:</i>	
Mrs. Marie					
<i>Email:</i>	N	8067974190		<i>Fax:</i>	
marie.meyer6@gmail.com	N	8067787491	marie.meyer6@gmail.com		
Member				<i>Curr:</i> 04/01/2013-04/01/2015	Y
	N	3007 Mesa Road		<i>2nd:</i>	
Robertson		Lubbock, TX 79403		<i>1st:</i>	
Ms. Barbara					

[Confidential](#)[Home](#)[Business](#)Reappt
Elig.Email:
bbr1125@msn.com

N 8064411148

Fax:

Member
Citizen
Rohrig
Mr. ThomasN 2430 29th Street
Lubbock, Texas 79411Texas Tech University
library
18th & Boston
Lubbock, Texas 79409Curr: 08/28/2014-06/01/2016
2nd:
1st:

Y

Email:
colorado1954@gmail.comN (806) 787-2917
N (806) 787-2917(806) 834-2632
tom.rohrig@ttu.edu

Fax: (806) 742-1964

Chair

N 6912 91st St
Lubbock, TX 79424TTU
1301 Akron Avenue
Lubbock, TX 79409Curr: 04/01/2013-04/01/2015
2nd: 04/01/2011-04/01/2013
1st: 04/19/2010-04/01/2011

N

Sanchez
Dr. AlfonsoEmail:
alfonso.sanchez.s@gmail.comN (806) 789-3177
N (806) 789-1377(806) 834-7349
alfonso.sanchez@ttu.edu

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:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

- (a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.
- (b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no "competitors" for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.