

City of Lubbock, Texas
Regular City Council Meeting
Thursday, July 10, 2014

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



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

<http://www.mylubbock.us>

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

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

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

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

2:30 p.m. -- City Council recesses into executive session to consider items 2.-2.4.

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

1. **Work Session**

1. 1. Presentation and discussion of the Proposed FY 2014-15 Operating Budget and Capital Program; and discuss all funds and operations of the City.

2. **Executive Session**

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

2. 1. 1. Discuss the waiver of the Attorney Client Privilege in regard to the report prepared by Tom Riney on July 15, 2013, and consider Attorney General Opinion number OR2013-17487.

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

2. 1. 3. Ken Teel, et. al. vs. Titeflex Corporation, et. al. vs. Thermo Dynamic Insulation, et. al., Cause No. 2012-504,105 in the 72nd District Court, Lubbock County, Texas.

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

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

2. 3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.
 2. 3. 1. City Attorney
 2. 3. 2. City Manager
 2. 3. 3. City Secretary
2. 4. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Lake Alan Henry Board of Appeals.

3. **Proclamations and Presentations**

3. 1. Invocation by Father David Perdue, St. Stephens Episcopal Church
3. 2. Pledges of Allegiance

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

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

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

REFER TO SUPPLEMENTAL AGENDA: CITIZEN COMMENT

5. **Minutes**

5. 1. May 20, 2014 Special City Council Meeting (EUB)
 June 4, 2014 Special City Council Meeting (EUB)
 June 10, 2014 Special City Council Meeting (Budget)
 June 12, 2014 Regular City Council Meeting

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

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

- 6. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 34 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Section 5307 Grant; providing for filing; and providing for a savings clause.
- 6. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 36 amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund to decrease expenditures and the General Fund to decrease revenues; appropriate additional funding; providing for filing; and providing for a savings clause.
- 6. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2014- 00094 Amendment 30 amending the FY 2013-14 Budget for municipal purposes respecting the Operating Budget for Market Lubbock, Inc. (MLI) – Lubbock Convention and Visitors Bureau (Visit Lubbock) and MLI – Lubbock Sports Authority; providing for filing; and providing for a savings clause.
- 6. 5. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-00097 Amendment 31 amending the adopted FY 2013-14 Operating Budget respecting the Capital Program to amend Capital Improvement Project (CIP) 91190, City Hall Improvements; and to establish CIP 8592, Godeke Library Renovations; providing for filing; and providing for a savings clause.
- 6. 5. 1. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 11937 with Teinert Commercial Building Services for the renovations to the Luskey’s building for the relocation of the Godeke Library located at 5034 Frankford Avenue.
- 6. 6. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2014-00095 Amendment 32 amending the adopted FY 2013-14 Operating Budget respecting the General Fund to amend expenditures in Cost Center 1115, Non-Departmental; providing for filing; and providing for a savings clause.
- 6. 6. 1. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Contract of Sale, by and between the City of Lubbock, as Buyer and Lubbock Omni Office, Inc., a Texas corporation, as Seller, contemplating the sale by Seller and the purchase by Buyer of certain real property and real property interests located in Blocks 147, 148, 163 and 164, Original Town to the City of Lubbock, according to the map, plat and/or dedication thereof recorded in Volume 5, Page 384, Deed of Records, Lubbock County, Texas.
- 6. 7. **Ordinance Amendment 2nd Reading - Public Works Traffic Engineering:** Consider an Ordinance 2014-00096 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.
- 6. 8. **Resolution – Wastewater:** Consider a resolution authorizing the Mayor to execute Amendment 2 associated with Contract 8462, a professional services agreement, with Alan Plummer & Associates for preliminary engineering, design, and construction management services for the Canyon Lakes Wastewater Reuse Project, RFQ 08-718-BM.
- 6. 9. **Resolution – Water Utilities:** Consider a resolution authorizing the Mayor to execute contract 11810 with Provine Helicopters for brush control management in the Lake Alan Henry watershed, RFP 14-11810-DT.

- 6. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street-use-license with Gary and Joni Marie Andrews for a fence encroachment in the right of way along Toledo Avenue and 21st Street.
- 6. 11. **Resolution - Information Technology:** Consider a resolution authorizing the Mayor to execute purchase order contract 33000515 with Dell Marketing LP for the purchase of desktop computers, monitors and laptop computers.
- 6. 12. **Resolution - Community Development:** Consider a resolution authorizing the Mayor to execute contract 11866 with Planks A/C - Heat for Comprehensive Energy Assistance Program (CEAP) service and repair of existing heating & cooling units and installation of portable air conditioning units, ITB 14-11866-TF.
- 6. 13. **Resolution - Civic Center:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. (CLI) Board of Directors for the first of two granting periods for the 2014 Cultural Arts Grant Program (CAGP) using Hotel Occupancy Tax funds allocated for FY 2013-14.
- 6. 14. **Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31019739 with Altec Industries, Inc. for a Digger Derrick for the Traffic Department.
- 6. 15. **Resolution - Human Resources:** Consider a resolution adopting the Classification and Compensation Study prepared by Management Advisory Group International dated April 21, 2014 as City policy for determining and setting compensation for City of Lubbock employees, and directing the City Manager to utilize said Study in the preparation of the FY 2014-15 City of Lubbock budget.
- 6. 16. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0098 for Zone Case 3097-B, a request of AMD Engineering, LLC, for Peoples Bank, for a zoning change from GO to AM Specific Use for a bank on Tracts QQ and RR, Orchard Park Addition, 11009 and 11011 Quaker Avenue.
- 6. 17. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0099 for Zone Case 3116-E, a request of Hugo Reed and Associates, Inc., for FP Investors I, LLC, for a zoning change from C-3 and A-2 to C-2A for a bank and A-2 on 3.37 acres of unplatted land out of Block AK, Section 4, west of Indiana Avenue and south of 130th Street.
- 6. 18. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0101 for Zone Case 3231, a request of AMD Engineering, LLC, for State Street Housing, for a zoning change from R-1 to A-2 on 14.13 acres of unplatted land out of Block AK, Section 44, east of Juneau Avenue and south of 26th Street.
- 6. 19. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2014-O0100 for Zone Case 3232, a request of Ronald Key, for West Texas District Council, for a zoning change from R-1 to GO for offices on the east 227 feet of the north 127 feet of Tract B, Western Meadows Addition, 5504 Wayne Avenue.
- 7. **Regular Agenda**
 - 7. 1. **Resolution - City Secretary:** Consider a resolution designating a Mayor Pro Tem.
 - 7. 2. **Resolution - Mayor Robertson:** Consider a resolution directing the Electric Utility Board to reconsider its FY 2014-15 budget proposal to the City Council of the City of Lubbock.

7. 3. **Resolution - Councilman Hernandez:** Consider a resolution requesting that the Electric Utility Board reconsider its FY 2014-15 budget proposal to the City Council of the City of Lubbock, and recommend, if necessary, reductions in expenses to alleviate the necessity of a rate increase.

7. 4. **Resolution - Councilman Hernandez:** Consider a resolution acknowledging and affirming State law with regard to confidentiality of certain information related to procurement, and directing the City Manager, and requesting Lubbock Power & Light staff, to develop policies and methods accordingly.

7. 5. **Board Appointment - City Secretary:** Consider and take action on the appointment of the Chairperson for the Veterans Advisory Committee.

7. 6. **Board Appointments - City Secretary:** Consider one appointment to the Lake Alan Henry Board of Appeals.

8. **Open Citizen Comment**



**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, JULY 10, 2014 - EXECUTIVE SESSION**

Officer of City	Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1 LAKE ALAN HENRY BOARD OF APPEALS	STRONG, TREY	05.08.14	N/A	LUBBOCK CITIZEN	REPLACE	N/A

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

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/04/2010	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
02/01/2006	Bass	Mark	Male	Anglo	60+	Financial Planner	Pennington, Bass & Associates	3
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/17/2010	Berk	Shirley	Female	Anglo	50-59			6
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
03/05/2013	Castro	Joel	Male	Hispanic or Latino	50-59	Associate Superintendent	LISD	3
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
07/01/2010	Davenport	Cory	Male	Anglo		Graduate Student	Texas Tech University	6
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
02/17/2010	Dotts	Ted	Male	Anglo	60+			6
09/05/2013	Doyle	Casey	Male	Anglo	30-39	General Manager	Casey Carpet One	4
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
12/06/2010	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Education Director	Redr Frame & Art	4

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
10/28/2010	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/06/2006	Harvey	Larry	Male	Anglo	40-49	Architect	Chapman Harvey Architects	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
02/19/2010	Jones	Glenn	Male	Anglo	60+			5
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
	Ladd	Rusty	Male	Anglo		Judge	Lubbock County Courthouse	
02/22/2010	Letalien	Sharon	Female	Anglo	50-59	Registered Nurse LISD	Lubbock ISD	4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
11/03/2010	McClendon	Lynn	Female	Anglo	60+			4
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
07/01/2003	Merritt	Earnest	Male	African-American		Youth Director	Texas Workforce Center	4
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/05/2010	Moret	Mary	Female	Anglo	60+			
10/29/2010	Morton	Michael	Male	Anglo	50-59	Captain	Salvation Army	5
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
11/12/2012	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	
10/26/2010	Peel	James	Male	Anglo	30-39	Pastor	First Christian Church	4
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
10/19/2010	Rothwell	Gary	Male	Anglo	50-59	Real Estate Investor	Gary Rothwell Inc	5
08/09/2012	Ruiz	Pete	Male	Hispanic or Latino	30-39	Accountant	Gene Messer	5
01/13/2010	Satterwhite	Letha	Female	Anglo	50-59	Registered Nurse	University Medical Center	3
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
06/08/2004	Sepeda	Esther	Female	Hispanic or Latino		President/CEO	Lubbock Hispanic Chamber of Commerce	4
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications Practice Administrator	Lubbock Area Foundation	3
05/08/2013	Tinsley	Matt	Male	Anglo	40-49	Adjunct Professor	Lubbock Surgical Associates	5
11/30/2010	Triplett	Douglass	Male	Anglo	60+	Attorney (Disability Law)	Lubbock Christian University	6
11/18/2010	Vaughn	Denette	Female	Anglo	50-59	Attorney (Disability Law)	Advocacy, Inc.	5
08/08/2013	Walz	Donna	Female	Anglo				5
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
02/20/2004	Warren	Steven	Male	Anglo	50-59	Engineer	(806) 748-4490	1
10/01/2007	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	8067982299	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
01/27/2011	Wilkes	Morris	Male	Anglo				
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	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

Lake Alan Henry Board of Appeals

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
	<u>Population</u>	<u>Population</u>	<u>Boards</u>	<u>Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.1%	87.5% (7)
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%	12.5% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	73.8%	75.0% (6)
Female	51.5%	53.0%	26.2%	25.0% (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%	12.5% (1)
District 4	17.0%	17.0%	18.8%	0.0% (0)
District 5	16.7%	19.4%	29.0%	37.5% (3)
District 6	17.2%	19.9%	19.5%	25.0% (2)
Other/Unknown	0.0%	0.0%	4.3%	25.0% (2)

PURPOSE:

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

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

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Strong, Trey (M,A,5)	LBB Citizen	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To replace Trey Strong:

Tim Gragson (Application Pending)

City of Lubbock
Board and Commission Recruiting Database

Updated: 5/22/2014

Lake Alan Henry Board of Appeals

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

Second Preference

Third Preference

Fourth Preference

Fifth Preference

Sixth Preference

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Vice Chair				<i>Curr:</i> 05/08/2013-05/08/2015	Y
Duncan	N	6010 101st Street		<i>2nd:</i> 05/08/2011-05/08/2013	
Mr. Ray		Lubbock, TX 79424		<i>1st:</i>	
<i>Email:</i>	N	8067991973		<i>Fax:</i>	
rayatthelake@gmail.com	N	8065488121	rayatthelake@gmail.com		
Member			Power Line Services	<i>Curr:</i> 05/08/2014-05/08/2016	N
LAH PROPERTY OWNER	N	4403 Woodhollow Dr.	1031 Andrews Hwy. Ste	<i>2nd:</i> 08/23/2012-05/08/2014	
Moose		Midland, TX 79707	450	<i>1st:</i>	
Mr. Ronald			Midland, TX 79701	<i>Fax:</i> 4326868971	
<i>Email:</i>	N	0000000000	4326821991		
rmoose@tesscousa.com	N	4325573156	rmoose@tesscousa.com		
Member			Oliver Landscape	<i>Curr:</i> 05/08/2014-05/08/2016	Y
Citizen	N	1704 Norwich	P.O. Box 16406	<i>2nd:</i>	
Oliver		Lubbock, TX 79416	Lubbock, TX 79490	<i>1st:</i>	
Mr. Tim				<i>Fax:</i>	
<i>Email:</i>	N	8067926599	8067881883		
Member			Reber Vision Center	<i>Curr:</i> 05/08/2014-05/08/2016	N
LAH PROPERTY OWNER	N	803 A Quail Road	3104 Indiana Avenue	<i>2nd:</i> 05/08/2012-05/08/2014	
Riley		Lubbock, TX 79407	Lubbock, TX 79410	<i>1st:</i> 03/22/2011-05/08/2012	
Mr. Nolan				<i>Fax:</i> 8067914077	
<i>Email:</i>	N	8068855290	8067931927		
nolanrileyod@gmail.com			nolanrileyod@gmail.com		
Member			Kidney Disease	<i>Curr:</i> 05/08/2013-05/08/2015	Y
Citizen	N	111 N. Milwaukee Ave	Associates	<i>2nd:</i>	
Rose		Lubbock, TX 79416	1607 W Loop 289	<i>1st:</i>	
Mr. James			Lubbock, TX 79416	<i>Fax:</i> 8067935331	
<i>Email:</i>	N	8063686010	8067992991		
toddrose67@hotmail.com	N	8065771325	toddrose67@hotmail.com		
Member				<i>Curr:</i> 08/23/2012-05/08/2014	Y
Citizen	N	11505 Topeka Avenue		<i>2nd:</i>	
Strong		Lubbock, TX 79424		<i>1st:</i>	
Mr. Trey				<i>Fax:</i>	
<i>Email:</i>	N	8066986285			
Chair				<i>Curr:</i> 05/08/2013-05/08/2015	N
LBB Citizen & LAH Property Ow	Y	4708 16th Street		<i>2nd:</i> 05/08/2011-05/08/2013	
Wharton		Lubbock, TX 79416		<i>1st:</i> 09/10/2009-05/08/2011	
Ms. Connie				<i>Fax:</i>	
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**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
May 20, 2014
8:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 20th of May, 2014, at Lubbock Power & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 8:00 a.m.

10:39 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 Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Todd R. Klein; Deputy City Manager Quincy White; City Attorney Chad Weaver; Deputy City Secretary Thomas Harris

Absent: Council Member Latrelle Joy; Council Member Floyd Price

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: Electric Utility Board (EUB) addressed agenda items in the following order:

- *Executive Session*
- *Items 1.1; 3; 4.1-4.10; and 5.1-5.3 were deleted.*

1. MINUTES

- 1. 1.** Approval of the minutes of the regular Electric Utility Board meeting of April 15, 2014; the amended minutes of the regular Electric Utility Board meeting of March 25, 2014; and the minutes of the special Electric Utility Board meeting of May 14, 2014.

***This item was deleted.**

2. EXECUTIVE SESSION

The meeting was called into a closed session at 10:39 a.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 2:28 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 scheduling. (Procurement of electric generation beginning in 2019; evaluation of generation sources and generation technologies; Production cost analyses for the Massengale, Cooke, and Brandon generation facilities; Production Report).

- 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). (Procurement of electric generation beginning in 2019; evaluation of generation sources and generation technologies; Off-take sales from the Massengale and Brandon generation facilities; Production cost analyses for the Massengale, Cooke, and Brandon generation facilities; Production Report).
- 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. (Procurement of electric generation beginning in 2019; evaluation of generation sources and generation technologies; Off-take sales from the Massengale and Brandon generation facilities; Production cost analyses for the Massengale, Cooke, and Brandon generation facilities; Production Report).
- 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 (E3 Consulting).
- 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 (Director of Electric Utilities)
- 3. **PUBLIC COMMENT** - This is a thirty minute period dedicated to citizen comments. Each citizen will have three minutes to speak. All comments must be limited to only those items posted on the Electric Utility Board agenda. Any citizen wishing to speak shall sign up on the citizen comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of citizens wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for citizen comment has not been exhausted, the Electric Utility Board, may, at its discretion open the floor to anyone else wishing to address Electric Utility Board, subject to all the same procedures and guidelines.

***This item was deleted.**

4. **REGULAR AGENDA**

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

***This item was deleted.**

- 4. 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.

***This item was deleted.**

- 4. 3. The board will consider a resolution approving the Electric Utility Board’s report to the City Council of its estimate of the reserve, gross retail revenue and resulting franchise fee equivalent to be transferred to the City’s general fund for fiscal year 2014-2015 as required under the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12, §2.03.417(c)(3).

***This item was deleted.**

4. 4. Discuss and deliberate any general comments or guidance from the Electric Utility Board to the LP&L staff regarding preparation of LP&L's budget for FY 2014-2015.
- *This item was deleted.**
4. 5. Discuss and the board will take action on a budget amendment recommendation for Lubbock Power & Light's adopted FY 2013-2014 budget and make appropriate recommendations to the City Council of the City of Lubbock pursuant to § 2.03.415(a) of the Code of Ordinances, City of Lubbock, Texas, Chapter 2, Division 12 (Increased purchased power costs).
- *This item was deleted.**
4. 6. Discuss and the board will take action on a severance agreement with the CEO/Director of Electric Utilities.
- *This item was deleted.**
4. 7. Consider and the board will take action regarding the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of the CEO/Director of Electric Utilities.
- *This item was deleted.**
4. 8. Discuss, deliberate and the boare will take possible action regarding the implementation of video recording and video streaming of Electric Utility Board meetings.
- *This item was deleted.**
4. 9. Discuss, deliberate and the board will take possible action regarding the possible development of a retail rate design, tariffs, and policies for low-income customers.
- *This item was deleted.**
4. 10. Discuss the possible adoption of advanced meters and presentation by the President of the Texas Public Power Association regarding advanced meter deployment.
- *This item was deleted.**
5. **CONSENT AGENDA** - Items 5.1-5.3 are considered to be routine and may be enacted by one motion without separate discussion. If the Electric Utility Board desires to discuss an item, the item is removed from the Consent Agenda and is considered separately.
5. 1. Discuss and the board will take action and award Black & Veatch Corporation proposal # 279900 related to performance testing at the Massengale, Cooke, and Brandon generation facilities.
- *This item was deleted.**
5. 2. Discuss and the board will take action and award ITB # 7127-14-ELD to H.D. Supply Power solutions, Texas Electric Cooperatives and Wesco Distribution for LP&L 15 KV Concentric & Tape Shielded Cables.
- *This item was deleted.**

5. 3. Discuss and the board will take action and award Professional Service agreement to Hugo Reed and Associates Inc. for LP&L Substation Site Land Acquisition Services.

***This item was deleted.**

2:28 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING**

June 4, 2014

2:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 4th of June, 2014, at Lubbock Power & Light (LP&L), 1301 Broadway, Basement Conference Room A, Lubbock, Texas at 2:00 p.m.

2:25 P.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 Karen Gibson; Council Member Victor Hernandez; Council Member Todd R. Klein; City Manager James Loomis; Assitant City Attorney Mitch Satterwhite; Deputy City Secretary Thomas Harris

Absent: Council Member Jim Gerlt; Council Member Latrelle Joy; Council Member Floyd Price

Note: Electric Utility Board (EUB) addressed agenda items in the following order:

- *Executive Session; 2.1-2.2*

1. Executive Session

The meeting was called into a closed session at 2:25 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 3:51 p.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:
 1. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling. (Production Report).
 1. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider). (Off-take sales from the Cooke, Massengale and Brandon generation facilities; Production Report).
 1. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies. (Off-take sales from the Cooke, Massengale and Brandon generation facilities; Production Report).

1. 1. 4. Discuss and the Board will take action on bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies; customer billing, contract, and usage information, electric power pricing proposals, system load characteristics, and electric power marketing analyses, policies, and strategies and related agreements.
 - a. Discuss and deliberate customer billing and electric power pricing proposals.
 - b. Discuss and deliberate proposed system modifications related to billing systems, bill simplification, and improved customer outreach.
1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.071 seeking the advice of its legal counsel about pending or contemplated litigation or settlement agreements and hold a consultation with the attorney (E3 Consulting; Settlement with Gary Zheng; Texas Tech purchased power agreement).

2. **Regular Agenda**

2. 1. Discuss, deliberate and the Board will take possible action regarding the implementation of video recording and video streaming of Electric Utility Board meetings.

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

Motion by Clayton Isom, seconded by Emilio Abeyta to direct the LP&L staff to work with City staff to record and broadcast EUB meetings at City Hall.

Vote: 9 - 0 Motion carried by the Board

2. 2. Discuss, deliberate and the Board will take possible action regarding the possible development of a retail rate design, tariffs, and policies for low-income customers.

Matt Rose, Assistant to the CEO of LP&L, gave a presentation and answered questions from the Board.

4:45 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 10, 2014
1:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 10th of June, 2014, in City Council Committee Room 103, 1625 13th Street, Lubbock, Texas at 1:00 p.m.

**1:00 P.M. CITY COUNCIL CONVENED
City Council Committee Room 103, 1625 13th Street, Lubbock, Texas**

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

Note: Council Member Latrelle Joy arrived at 1:23 p.m. Council Member Jim Gerlt arrived at 1:27 p.m. Council Member Todd R. Klein left at 2:24 p.m.

1. Budget Work Session for FY 2014-15 Operating Budget and Capital Program, including overall budget priorities and process.

Maurice Pearl, General Manager of Citibus, gave a presentation on budget items for Citibus and answered questions from City Council. Cheryl Brock, Budget Director; James Loomis, City Manager; Wesley Everett, Director of Facilities Management; and Scott Snider, Assistant City Manager, gave comments regarding the budget presentation and answered questions from City Council.

City Council had discussion on addressing City needs. They gave City Manager Loomis direction to bring back various options, including a budget as close as possible to zero property tax increase; plus, options on budget with tax increase.

2:50 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
June 12, 2014
12:00 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 12th of June, 2014, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 12:00 p. m.

**12:00 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas**

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

Note: Council Member Todd R. Klein was absent for the 3:00 p.m. Executive Session (Returned for Regular Session).

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

- *Executive Session (1.1-1.2); Executive Session (2.1-2.4); 4.1-4.4; 4.6-4.7; Citizen Comments (3.1-3.5); Citizen Comments Sign-ups (3.6); 5.1; 6.2.1-6.2.2; 6.4-6.14; 6.16; 6.18-6.19; 6.21-6.24; 6.26-6.34; 6.1-6.2; 6.15; 6.3; 6.17; 6.20; 6.25; 7.1-7.2; 8.1-8.2; and Open Citizen Comments (9).*
- *Item 6.25 was postponed to the August 14, 2014 Regular City Council Meeting.*
- *Items 4.5 and 7.3 were deleted.*

1. Executive Session (12:00 p.m.)

The meeting was called into a closed session at 12:00 p.m. under the provisions of Section 551, Texas Government Code. The meeting recessed at 1:15 p.m. and was called back into a closed session at 3:00 p.m. The meeting was called back into a public session at 6:15 p.m.

1. 1. Hold an executive session in accordance with the Texas Government Code, Section 551.086, on the following competitive matters (Electric Utilities):

to discuss electric power pricing

to discuss and deliberate plans, studies, proposals, and analyses for system improvements or additions and capital improvement plans for generation units and risk management information, contracts and strategies (Procurement of electric generation, proposed RFP, West Texas Municipal Power Agency)

to discuss and deliberate bidding and pricing information for purchased power, generation and fuel, purchased power agreements, and related services and strategies (Procurement of electric

generation, proposed RFP, West Texas Municipal Power Agency)

1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.071 to hold a consultation with attorney.

to discuss the legal structure of West Texas Municipal Power Agency.

2. Executive Session (3:00 p.m.)

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

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

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

2. 1. 3. Discussion of the role and duties of the Public Information Officer pursuant to Chapter 552 of the Texas Government Code.

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. Police Station

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

2. 2. 3. Villa Del Norte, 1913 Baylor Avenue, Lubbock, Texas

2. 3. Hold an executive session in accordance with Texas Government Code Sections 418.183 and 418.181.

2. 3. 1. Discuss critical infrastructure

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

2. 4. 1. City Attorney

2. 4. 2. City Manager

2. 4. 3. City Secretary

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

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

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

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

- 3. 1.** Marie Hanza, with the Lubbock Habitat for Humanity, will appear before the City Council to ask to SAVE THE DATE of August 22, 2014, 11:30 a.m. - 1:00 p.m. for a luncheon to re-introduce the Lubbock Habitat for Humanity to the community.

Marie Hanza, Executive Director for Lubbock Habitat for Humanity, appeared before City Council to invite them to a luncheon to re-introduce the Lubbock Habitat for Humanity to the community.

- 3. 2.** R.K. Miller will address the City Council regarding the Stage 2 water use restrictions.

R.K. Miller appeared before City Council to discuss the Stage 2 water use restrictions.

- 3. 3.** Chuck Lanehart will address the City Council regarding the Omni Building.

Chuck Lanehart appeared before City Council to discuss the Omni Building.

- 3. 4.** Vanessa Kershner will appear before the City Council to discuss the condition of the Omni Building.

Vanessa Kershner, owner of The Baker Building, appeared before City Council to discuss the condition of the Omni Building as it relates to her business.

- 3. 5.** Mark Umstot will appear before the City Council to discuss the condition of the Omni Building.

Mark Umstot appeared before City Council to discuss the condition of the Omni Building as it relates to code violations.

- 3. 6. Sign-ups:**

- Kris Kincaid, owner of Kincaid Roofing; Justin Phillips, owner of Hartman Roofing; Marty Griffin, owner of Griffin Roofing; Dale Parsley; and Jerry Andrews appeared before City Council to speak in favor of item 6.20 (amending Chapter 28 by increasing bond and insurance requirements for roofing contractors).
- Mike McDaniel, Executive Director for Marion Moss, appeared before City Council to discuss item 6.3 (contract 11833 with West Texas Services for maintenance landscape and right-of-way areas).
- Naida Gonzales appeared before City Council to speak in opposition of item 6.20 (amending Chapter 28 by increasing bond and insurance requirements for roofing contractors).

4. Proclamations and Presentations

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

Pastor Jason Martin did not appear. Council Member Floyd Price led the invocation.

4. 2. Pledges of Allegiance

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

4. 3. Federal Emergency Management Agency (FEMA) will be presenting an award to the Stormwater Department for FEMA's updated National Flood Insurance Program (NFIP) Community Rating System (CRS).

Mayra Diaz, with Region 6 Federal Emergency Management Agency, presented an award to Mayor Robertson and the Stormwater Department for FEMA's updated National Flood Insurance Program Community Rating System. Wood Franklin, City Engineer; Mike Keenum, Stormwater Engineer; Steven Nelson, Civil Engineer; and Keith Smith, Public Works Director, appeared to accept the recognition.

4. 4. Presentation of a special recognition to Larry Simmons for organizing and operating the Depot Farmers Market.

Council Members Todd R. Klein and Floyd Price presented a special recognition to Larry Simmons for organizing and operating the Depot Farmers Market. Larry Simmons appeared to accept the recognition and invited all citizens to come out and shop the Depot Farmers Market.

4. 5. Presentation of a special recognition for Paul McCartney Day.

This item was deleted.

4. 6. Presentation of a special recognition to the Texas Hunger Initiative - Lubbock for their efforts in organizing the Summer Meal Program throughout Lubbock.

Council Members Todd R. Klein and Floyd Price presented a special recognition to the Texas Hunger Initiative - Lubbock for their efforts in organizing the Summer Meal Program throughout Lubbock. Grace Norman, Child Hunger Outreach Specialist - Texas Hunger Initiative, gave comments on the summer meal program and thanked City Council for their continued support.

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

Council Members Todd R. Klein and Floyd Price presented a special recognition to Dr. Bolanle Olaniran and Sickle Cell Ministries. Dr. Olaniran gave comments on Sickle Cell Ministries and expressed his gratitude for the City Council and the Lubbock community.

5. **Minutes**

- 5. 1. March 25, 2014 Special City Council Meeting (EUB)
- April 15, 2014 Special City Council Meeting (EUB)
- May 7, 2014 Special City Council Meeting (Budget)
- May 8, 2014 Regular City Council Meeting
- May 14, 2014 Special City Council Meeting (EUB)
- May 19, 2014 Special City Council Meeting (Election Canvassing)
- May 27, 2014 Special City Council Meeting (Change Runoff Election date)

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve the March 25, 2014 Special City Council Meeting (EUB) minutes; the April 15, 2014 Special City Council Meeting (EUB) minutes; the May 7, 2014 Special City Council Meeting (Budget) minutes; the May 8, 2014 Regular City Council Meeting minutes; the May 14, 2014 Special City Council Meeting (EUB) minutes; the May 19, 2014 Special City Council Meeting (Election Canvassing) minutes; and the May 27, 2014 Special City Council Meeting (Change Runoff Election date) minutes.

Vote: 6 - 0 Motion carried

Other: Council Member Todd R. Klein (AWAY)

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 Victor Hernandez, seconded by Council Member Floyd Price to approve items 6.2.1-6.2.2; 6.4-6.14; 6.16; 6.18-6.19; 6.21-6.24; and 6.26-6.34.

Vote: 7 - 0 Motion carried

6. 1. Budget Ordinance Amendment 1st Reading - Finance: Ordinance No. 2014-O0093, Amendment 29, amending the FY 2013-14 Budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Fund to increase the appropriation for purchased power costs; increase revenues for the purchased power recovery factor; increase the appropriation for the payment in lieu of property tax and the payment in lieu of a franchise fee; increase the utilization of fund balance; providing for filing; and providing for a savings clause.

Chad Sales, Electric Utility Financial Analyst for LP&L, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0093.

Vote: 7 - 0 Motion carried

6. 2. Budget Ordinance Amendment 2nd Reading - Finance: Ordinance No. 2014-O0092, Amendment 28, amending the FY 2013-14 Budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Community Services Block Grant (CSBG); to accept and appropriate additional funding from the TDHCA for the Comprehensive Energy Assistance Program (CEAP) Grant; providing for filing; and providing for a savings clause.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Ordinance No. 2014-O0092.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

6. 2. 1. Resolution - Community Development: Resolution No. 2014-R0196 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 to provide assistance to reduce poverty, revitalize low-income communities, and empower low-income families and individuals to become self-sufficient.

- 6. 2. 2. **Resolution - Community Development:** Resolution No. 2014-R0197 authorizing the Mayor to execute an Amendment to contract 11778 and all related documents with Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP) to fund energy assistance programs.
- 6. 3. **Resolution - Finance:** Resolution No. 2014-R0218 authorizing the Mayor to execute contract 11833 with West Texas Services d/b/a Tom's Tree Place for maintenance landscape and right-of-way areas in North Overton Public Improvement District, RFP 14-11833-TS.

Cheryl Brock, Budget Director; and Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0218.

Vote: 6 - 1 Motion carried

NAY: Council Member Floyd Price

- 6. 4. **Resolution – Public Works Engineering:** Resolution No. 2014-R0198 authorizing the Mayor to execute contract 11908 Professional Services Agreement with Lockwood, Andrews & Newnam, Inc. (LAN) for engineering services for the Canyon Lakes Sanitary Sewer Interceptor Rehabilitation Project – Design and Bidding.
- 6. 5. **Resolution - Public Works Wastewater:** Resolution No. 2014-R0199 authorizing the Mayor to execute contract 11894 for water and wastewater treatment chemicals with SNF Polydyne.
- 6. 6. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2014-O0082 abandoning and closing a five-foot wide public access easement and a two-foot wide overhang easement located on Lot 206, Orchard Park Addition, Lubbock County, Texas, 11109 Miami Avenue.
- 6. 7. **Resolution - Right-of-Way:** Resolution No. 2014-R0200 authorizing the Mayor to execute an Alley-Use-License to Caprock Business Forms, Inc., for a canopy located at 1211 Ave F, Lubbock, Texas.
- 6. 8. **Resolution - Right-of-Way:** Resolution No. 2014-R0201 authorizing the Mayor to execute an Alley-Use-License to Solitaire Homes Inc., d/b/a Solitaire Homes of Lubbock., for a perimeter fence located at North University and Oberlin Street, Lubbock, Texas.
- 6. 9. **Resolution - Right-of-Way:** Resolution No. 2014-R0202 authorizing the City Council to accept on behalf of the City of Lubbock a pipeline and public use dedication deed from Kelly Wayne Vinson and wife, Christy Dawn Vinson, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.
- 6. 10. **Resolution - Right-of-Way:** Resolution No. 2014-R0203 authorizing the City Council to accept on behalf of the City of Lubbock a pipeline and public use dedication deed from Blue Goose, Ltd, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.

- 6. 11. **Resolution - Right-of-Way:** Resolution No. 2014-R0204 authorizing the City Council to accept on behalf of the City of Lubbock a temporary easement from Blue Goose, Ltd, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, temporary easement located out of Section 15, Block JS, Lubbock, Lubbock County, Texas.
- 6. 12. **Resolution - Right-of-Way:** Resolution 2014-R0205 authorizing the City Council to accept on behalf of the City of Lubbock an easement from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.
- 6. 13. **Resolution - Right-of-Way:** Resolution No. 2014-R0206 authorizing the City Council to accept on behalf of the City of Lubbock a street and public use dedication deed from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.
- 6. 14. **Resolution - Right-of-Way:** Resolution No. 2014-R0207 authorizing the City Council to accept on behalf of the City of Lubbock an easement from MCP Enterprises, LLC, a Texas limited liability company, regarding the acquisition of right-of-way for the Bailey County Well Field Supply Line/Pumping System, easement located out of Section 10, Block JS, Lubbock County, Texas.
- 6. 15. **Resolution - Community Development:** Resolution No. 2014-R0217 authorizing the Mayor to execute an Amendment to Community Development Funding Contract 11729 with Catholic Charities Diocese of Lubbock to provide assistance to families to transition them out of poverty through the Community Service Block Grant for the Parent Empowerment Program.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Floyd Price to approve Resolution No. 2014-R0217.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

- 6. 16. **Resolution - Community Development:** Resolution No. 2014-R0208 authorizing the Mayor to execute an Amendment to Community Development Funding Contract 11755 and all related documents with Lutheran Social Services of the South (LSSS) to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP) and the Community Services Block Grant (CSBG).
- 6. 17. **Resolution - Facilities:** Resolution No. 2014-R0219 authorizing the Mayor to execute Amendment 1 to professional services contract 11300 with Stiles, Wallace and Associates (SWA) for the design of a new addition to the Animal Shelter.

Motion by Council Member Jim Gerlt, seconded by Council Member Latrelle Joy to approve Resolution No. 2014-R0219.

Vote: 7 - 0 Motion carried

- 6. 18. **Resolution - Fleet Services:** Resolution No.'s 2014-R0209, 2014-R0210, and 2014-R0211 authorizing the Mayor to execute purchase order contract 31019375 with Lubbock Truck Sales, Inc.; purchase order contract 31019376 with Associated Supply Company, Inc.; purchase order contract 31019373 with Yellowhouse Machinery Company for the purchase of Group 8 Heavy Duty Equipment, ITB 14-11853-DT.

- 6. 19. **Resolution - Fleet Services:** Resolution No. 2014-R0212 authorizing the Mayor to execute purchase order contract 31019437 with Kinloch Equipment & Supply, Inc. for an Elgin Crosswind Shared Power Dual Sweeper for the Street Department.
- 6. 20. **Ordinance 2nd Reading- Building Inspection:** Consider Ordinance No. 2014-O0080 amending Chapter 28 of the Lubbock Code of Ordinances by increasing bond and insurance requirements for roofing contractors in order to become registered and to obtain permits from the Building Inspection Department, and providing for the appeal or denial, suspension or revocation of registration of building contractors before the Building Board of Appeals.

This item failed.

Steve O'Neal, Chief Building Official, gave comments and answered questions from City Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve 2014-O0080.

Vote: 2 - 5 Failed

NAY: Mayor Glen C. Robertson
 Council Member Victor Hernandez
 Council Member Latrelle Joy
 Council Member Todd R. Klein
 Council Member Floyd Price

- 6. 21. **Resolution - Municipal Court:** Resolution No. 2014-R0213 to accept resignation of current temporary substitute judge; appoint new temporary substitute judge.
- 6. 22. **Resolution - Fire:** Resolution No. 2014-R0214 authorizing the Mayor to execute contract 11862 with Daco Fire Equipment for protective clothing with annual pricing for structural fire fighting, ITB 14-11862-KS.
- 6. 23. **Resolution - City Secretary:** Resolution No. 2014-R0215 authorizing the Mayor to execute contract 11699 a Service Agreement with MCCi LLC, for a Document Management System, RFP 14-11699-DT.
- 6. 24. **Resolution - Economic Development:** Resolution No. 2014-R0216 authorizing the Mayor to execute a Partial Release of Conditions and Covenants and Modification Agreement, by and between the City of Lubbock ("City") and Lubbock Economic Development Alliance ("LEDA"), regarding the modification of that certain General Warranty Deed, dated January 8, 2007, recorded under County Clerk File No. 2007001226, Official Public Records of Lubbock County, Texas, conveying certain lands from the City to LEDA related to the Lubbock International Airport Railroad Spur project (North of Airport).
- 6. 25. **Resolution - Councilman Hernandez:** Consider a resolution finding that the exterior surfaces of the Omni Building, located at 1206 14th Street, Lubbock, Texas, constitute an imminent risk to public safety and welfare, and further authorizing the Mayor to execute contract 11920 with T&S Plastering, Inc. of Lubbock, Texas, to alleviate the conditions constituting said risk, consistent with state law.

This item was postponed to the August 14, 2014 Regular City Council Meeting.

Motion by Council Member Victor Hernandez, seconded by Council Member Jim Gerlt to postpone this item to the August 14, 2014 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

- 6. 26. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0083, for Zone Case 1147-D, a request of MUDco., Inc., for Scott Stephens, for a zoning change from M-1 to M-2 on 20.5 acres of unplatted land out of Block A, Section 77, 201 Harvard Street.
- 6. 27. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0084, for Zone Case 1845-K, a request of Hugo Reed and Associates, Inc., for Jobil Realty Partnership, Ltd., for a zoning change from C-2 and C-4 to C-3 on a 2.5 acre tract of land, being a portion of Tracts A and B, Gordon Heights Addition, 4819 Utica Avenue and 4644 50th Street.
- 6. 28. **Ordinance 2nd Reading Planning:** Ordinance No. 2014-O0088, for Zone Case 2009-A, a request of Kathy Payton, for JDP Legacy, LLC, for a zoning change from IHC to IHI on 11.6 acres of unplatted land out of Block E, Section 5, 115 South Loop 289.
- 6. 29. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0085, for Zone Case 3047-M, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on 0.567 acres of unplatted land out of Block E-2, Section 23, east of Trafalgar Avenue and south of 114th Street.
- 6. 30. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0086, for Zone Case 3047-N, a request of Joshua Allen for a zoning change from R-1 Specific Use to GO on lots 252-260 Vintage Township and a portion of unplatted land out of Block E-2, Section 23, 12120-12128 Salisbury Avenue and north of the alley.
- 6. 31. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0089, for Zone Case 3048-F, a request of McDougal Construction for a zoning change from R-1 Specific Use to A-1 Specific Use for townhomes on Lots 1 through 14, Block 1 and Lots 15 through 35, Block 2, Overton Park Addition, 2100 Block of 10th Street, between Avenue U and Avenue V.
- 6. 32. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0090, for Zone Case 3228, a request of Jeffrey Reimer for a zoning change from R-1 to R-1 Specific Use for garden homes on Lot B, less the east 227 feet of the north 127 feet, Western Meadows Addition, 5504 Wayne Avenue.
- 6. 33. **Ordinance 2nd Reading – Planning:** Ordinance No. 2014-O0091, for Zone Case 3229, a request of John Herrera, for Elite Learning Academy, for a zoning change from R-1 to AM for a day nursery on Lot 6, Block 1, Raymond Painter Addition, 3508 23rd Street.
- 6. 34. **Ordinance 2nd Reading Planning:** Ordinance 2014-O0087, for Zone Case 3230, a request of Mary Trevino, for Antonio Garcia, for a zoning change from IHC to IHI on the north 15 feet of the east 65 feet of Lot 1 and Lot 2, Olton Addition, 816 48th Street.

7. **Regular Agenda**

- 7. 1. **Public Hearing 6:30 p.m. - Community Development:** Consider recommendations for the program funding of the FY 2014-15 Community Development Block Grant (CDBG), Home Investment Partnership Program (HOME) and Emergency Solutions Grant Program (ESG) and previously generated program income.

Public hearing only. No action was required on this item.

Mayor Robertson opened the public hearing at 8:06 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 8:06 p.m.

7. 2. **Resolution - Councilman Price:** Resolution No. 2014-R0220 amending City Council Rules, Order of Business and Procedure Manual with respect to meeting times of the City Council for regular meetings, work sessions, and executive sessions; and further to discuss and take action on existing City Council policies respecting citizen comment at the meetings of the City Council.

Council Member Floyd Price gave comments and answered questions from City Council.

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2014-R0220, setting the following times of 1:00 p.m. for Work Session; 2:30 p.m. for Executive Session; and 5:15 p.m. for Regular Session.

Vote: 6 - 1 Motion carried

NAY: Council Member Todd R. Klein

7. 3. Discussion and take action regarding giving the City Manager direction as the Public Information Officer in compliance with Chapter 552 of the Texas Government Code.

This item was deleted.

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

8. 1. Ms. Kay Hentges will update the City Council on the necessity of funding a Health Educator for the City of Lubbock Health Department.

Kay Hentges, Board of Health member, gave comments on the necessity of funding a Health Educator for the City of Lubbock Health Department and answered questions from City Council. Scott Snider, Assistant City Manager, also gave comments and answered questions from City Council.

8. 2. Scott Snider, Assistant City Manager, will discuss the 1115 Health Care Transformation Project.

Scott Snider, Assistant City Manager, gave comments on the 1115 Health Care Transformation Project and answered questions from City Council.

9. **Open Citizen Comment**

- Debbie Bartholomew appeared before City Council to discuss Vintage Township.
- Emma Ragsdale appeared before City Council to discuss leash law options for Tech Terrace Park.

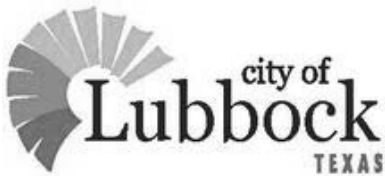
8:48 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

6. 1.

Meeting Date: 07/10/2014

Information

Agenda Item

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

Item Summary

- I. Amend cost center 1311, City Attorney, by decreasing expenses by \$14,316; and amend cost center 1711, City Prosecutor, by increasing expenses by \$14,316.

- II. Amend position control to include one Attorney I position in cost center 1711, City Prosecutor.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance Budget Amend 33

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND CITY ATTORNEY AND CITY PROSECUTOR EXPENDITURES; AND TO AMEND POSITION CONTROL; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #33) for municipal purposes, as follows:

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

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



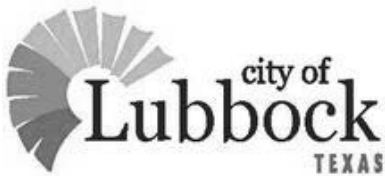
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend33.ord



Regular City Council Meeting

6. 2.

Meeting Date: 07/10/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 34 amending the FY 2013-14 budget for municipal purposes respecting the Grant Fund to accept and appropriate additional funding from the Federal Transit Administration (FTA) for the Section 5307 Grant; providing for filing; and providing for a savings clause.

Item Summary

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

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 34

Grant Detail Sheet - Citibus 5307

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE FEDERAL TRANSIT ADMINISTRATION (FTA) FOR THE SECTION 5307 GRANT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #34) for municipal purposes, as follows:

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

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



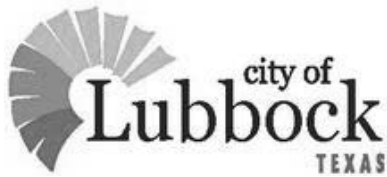
Amy Sims
Assistant City Attorney

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

Administrative Information

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

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



Regular City Council Meeting

6. 3.

Meeting Date: 07/10/2014

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 36 amending the FY 2013-14 budget for municipal purposes respecting the Airport Fund to decrease expenditures and the General Fund to decrease revenues; appropriate additional funding; providing for filing; and providing for a savings clause.

Item Summary

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

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

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 36

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT FUND TO DECREASE EXPENDITURES AND THE GENERAL FUND TO DECREASE REVENUES; APPROPRIATE ADDITIONAL FUNDING; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #36) for municipal purposes, as follows:

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

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



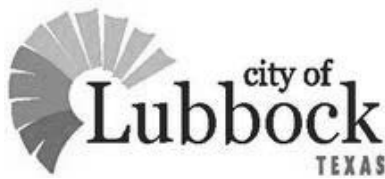
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

ccdocs/BudgetFY1314.Amend36.ord
June 26, 2014



Regular City Council Meeting

6. 4.

Meeting Date: 07/10/2014

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2014- O0094 Amendment 30 amending the FY 2013-14 Budget for municipal purposes respecting the Operating Budget for Market Lubbock, Inc. (MLI) – Lubbock Convention and Visitors Bureau (Visit Lubbock) and MLI – Lubbock Sports Authority; providing for filing; and providing for a savings clause.

Item Summary

On June 26, 2014, the City Council approved the first reading of the ordinance.

Amend the Market Lubbock, Inc. – Visit Lubbock, Inc., Component Unit FY 2013-14 operating budget by increasing appropriation by \$167,912, from \$2,545,580 to \$2,713,492. The amendment is due to the change in Fund Balance that was adjusted following the FY 2012-13 Audit, true up amounts, and changes in line item expense accounts to reflect the increased revenue and refocus the expenditures. The amendments to expense budgets were primarily increases in compensation and benefits, marketing and promotions, and maintenance and operations. A decrease in the grant to Lubbock Sports Authority slightly offsets the increases.

Amend the Market Lubbock, Inc. – Lubbock Sports Authority Component Unit FY 2013-14 operating budget by \$42,475, from \$1,108,844 to \$1,151,319. The amendment is due to the change in Fund Balance that was adjusted following the FY 2012-13 Audit, true up amounts, and changes in line item expense accounts to reflect the increased revenue. The amendments to expense budgets were primarily increases in marketing and promotions and maintenance and operations. There is strong growth in the sports market and the increase in servicing funds will allow Lubbock Sports Authority to compete for new events and keep returning events.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA 30

EXHIBIT A

BA 30 - MLI Budget

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE OPERATING BUDGET FOR MARKET LUBBOCK, INC. (MLI) – LUBBOCK CONVENTION AND VISITORS BUREAU (VISIT LUBBOCK) AND MLI – LUBBOCK SPORTS AUTHORITY; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #30) for municipal purposes, as follows:

- I. Approve the amendments to the Adopted FY 2013-14 Operating Budget for Market Lubbock, Inc. (MLI) – Lubbock Convention and Visitors Bureau, as illustrated in Exhibit A.
- II. Approve the amendments to the Adopted FY 2013-14 Operating Budget for MLI – Lubbock Sports Authority, as illustrated by Exhibit A.

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:

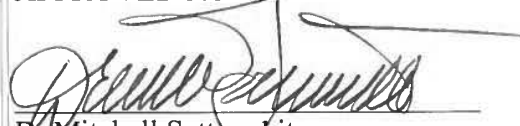
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



D. Mitchell Satterwhite
Assistant City Attorney

cc/docs/BudgetFY1314.Amend30.ord
June 11, 2014

City of Lubbock, TX
Fiscal Policy Department
Market Lubbock Inc. - Convention and Visitors Bureau
Proposed FY 2013-14 Budget Revision
EXHIBIT A

FUNDING SOURCES	Approved Budget FY 2013-14	Proposed Revised FY 2013-14	Change from Approved
Interest Earnings	\$ 4,740	4,740	-
Hotel/Motel Tax	2,464,819	2,464,819	-
Hotel/Motel Tax True-Up	-	206,433	206,433
Sale of Promotional Items	3,500	3,500	-
Advertising Income	34,000	34,000	-
Grant from Lubbock Sports Authority	-	-	-
Other Income	-	-	-
Total Revenue Sources	<u>2,507,059</u>	<u>2,713,492</u>	<u>206,433</u>
Utilization of Net Assets	38,521	-	(38,521)
TOTAL FUNDING SOURCES	<u>2,545,580</u>	<u>2,713,492</u>	<u>167,912</u>
EXPENSES			
Compensation	721,980	776,980	55,000
Benefits	142,780	155,288	12,508
Marketing & Promotions	956,225	1,062,619	106,394
Maintenance & Operations	222,836	233,036	10,200
Professional Services	89,675	89,675	-
Capital Outlay	8,500	8,500	-
Special Projects	-	-	-
Incentives	110,000	110,000	-
Grant to Lubbock Sports Authority	293,584	277,394	(16,190)
TOTAL EXPENSES	<u>\$ 2,545,580</u>	<u>2,713,492</u>	<u>167,912</u>

City of Lubbock, TX
Fiscal Policy Department
Market Lubbock Inc. - Lubbock Sports Authority
Proposed FY 2013-14 Budget Revision
EXHIBIT A

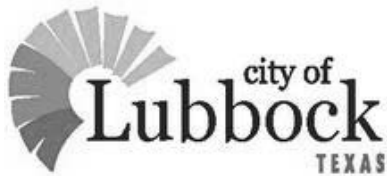
FUNDING SOURCES	Approved Budget FY 2013-14	Proposed Revised FY 2013-14	Change from Approved
Interest Earnings	\$ 1,260	1,260	-
Hotel/Motel Tax	772,202	772,202	-
Hotel/Motel Tax True-Up	-	65,463	65,463
Event Revenue	35,000	35,000	-
Grant from Visit Lubbock	293,584	277,394	(16,190)
Total Revenue Sources	<u>1,102,046</u>	<u>1,151,319</u>	<u>49,273</u>
Utilization of Net Assets	6,798	-	(6,798)
TOTAL FUNDING SOURCES	<u>1,108,844</u>	<u>1,151,319</u>	<u>42,475</u>
EXPENSES			
Compensation	208,300	208,300	-
Benefits	35,520	35,520	-
Marketing & Promotions	218,375	259,050	40,675
Maintenance & Operations	39,324	41,124	1,800
Professional Services	15,825	15,825	-
Capital Outlay	1,500	1,500	-
Servicing	590,000	590,000	-
Grant to Visit Lubbock	-	-	-
TOTAL EXPENSES	<u>\$ 1,108,844</u>	<u>1,151,319</u>	<u>42,475</u>

Visit Lubbock
(Convention and Visitors Bureau and Lubbock Sports)
Revised Budget
Fiscal Year 2013-2014

	Approved Budget FY2013-14	Approved CVB FY2013-14	Approved Sports FY2013-14	Revised Budget FY2013-14	Revised CVB FY2013-14	Revised Sports FY2013-14
REVENUES						
Hotel/Motel Tax Revenue	\$ 3,237,021	\$ 2,464,819	\$ 772,202	\$ 3,237,021	2,464,819	772,202
HOT True-Up - CVB/LSA				271,896 ¹	206,433	65,463
Investment Income	6,000	4,740	1,260	6,000	4,740	1,260
Sale of Promotional Items	3,500	3,500	-	3,500	3,500	
Advertising Income	34,000	34,000	-	34,000	34,000	
Event Revenue	35,000	-	35,000	35,000		35,000
Total Revenue Sources	3,315,521	2,507,059	808,462	3,587,417	2,713,492	873,925
Utilization of Net Assets	45,319	38,521	6,798	-		0
Grant between entities		(293,584)	293,584	-	(277,394)	277,394
TOTAL REVENUES	\$ 3,360,840	\$ 2,251,996	\$ 1,108,844	\$ 3,587,417	\$ 2,436,098	\$ 1,151,319
EXPENSES						
Compensation	\$ 930,280	\$ 721,980	\$ 208,300	\$ 985,280 ³	776,980	208,300
Employee Benefits	178,300	142,780	35,520	190,808 ³	155,288	35,520
Maintenance & Operations	262,160	222,836	39,324	274,160 ⁴	233,036	41,124
Professional Services	105,500	89,675	15,825	105,500	89,675	15,825
Capital Asset Purchase	10,000	8,500	1,500	10,000	8,500	1,500
Special Projects	-	-	-	-	-	-
Marketing & Promotions	1,174,600	956,225	218,375	1,321,669 ⁵	1,062,619	259,050
Incentives	110,000	110,000	-	110,000	110,000	0
Sports Servicing	590,000	-	590,000	590,000	0	590,000
Grant between entities	-	-	-	-	-	-
TOTAL EXPENSE	\$ 3,360,840	\$ 2,251,996	\$ 1,108,844	\$ 3,587,417	\$ 2,436,098	\$ 1,151,319
Change in Fund Balances	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Visit Lubbock
Schedule of Explanation for Selected Accounts
Revised Budget
Fiscal Year 2013-2014

	Approved 2013-2014	Revised 2013-2014	Difference	Explanation
REVENUES				
1 Hotel Occupancy Tax				Fiscal Year 2013 True-Up - Received November 2013
CVB True-Up	0	206,433	206,433	
Sports True-Up	0	65,463	65,463	
Totals	<u>0</u>	<u>271,896</u>	<u>271,896</u>	
2 Utilization of Net Assets	45,319	0	(45,319)	True-Up received in November allowed for the elimination of the use of Net Assets.
EXPENSES				
3 Compensation and benefits				Increase the staff by one sales person in the CVB for group tours, social & fraternal and reunion groups.
Compensation	930,280	985,280	55,000	
Benefits	178,300	190,808	12,508	
Totals	<u>1,108,580</u>	<u>1,176,088</u>	<u>67,508</u>	
4 Maintenance & Operations	262,160	274,160	12,000	There has been a significant increase in requests for Visitors Guides for FY14. The staff believes that this is the result of the successful redesign of the Visitors Guide and of the general marketing efforts.
5 Marketing & Promotions	1,174,600	1,321,669	147,069	With increased sales efforts and successes, there is a need to market to the newly identified and successfully committed sectors in order to effectively promote Lubbock to the targeted organizations.



Regular City Council Meeting

6. 5.

Meeting Date: 07/10/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0097 Amendment 31 amending the adopted FY 2013-14 Operating Budget respecting the Capital Program to amend Capital Improvement Project (CIP) 91190, City Hall Improvements; and to establish CIP 8592, Godeke Library Renovations; providing for filing; and providing for a savings clause.

Item Summary

On June 26, 2014, the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 91190, City Hall Improvements, by decreasing the funding by \$866,000, from \$1,994,500 to \$1,128,500, and establish Capital Improvement Project 8592, Godeke Library Renovations, and appropriate \$866,000 for the purpose of renovating the new leased facility for Godeke Library.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock
Executive Director of Budget

Attachments

Ordinance - BA 30

CIP Detail Sheet

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 91190, CITY HALL IMPROVEMENTS; AND TO ESTABLISH CIP 8592, GODEKE LIBRARY RENOVATIONS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #31) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 91190, City Hall Improvements, by decreasing the funding by \$866,000, from \$1,994,500 to \$1,128,500, and establish Capital Improvement Project 8592, Godeke Library Renovations, and appropriate \$866,000 for the purpose of renovating the new leased facility for Godeke Library.

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:



Chad Weaver
City Attorney

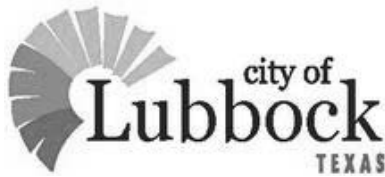
ccdocs/BudgetFY1314.Amend31.ord
June 16, 2014

**Capital Project
Project Cost Detail
Budget Amendments
June 26, 2014**

Capital Project Number: 91190
 Capital Project Name: City Hall Improvements

Capital Project Number: 8592
 Capital Project Name: Godeke Library Renovations

	<u>91190</u>	<u>8592</u>	<u>Total</u>
Current Appropriation Amount	\$ 1,994,500	-	\$ 1,994,500
Proposed Amendment	(866,000)	866,000	-
Total Proposed Appropriation	<u>\$ 1,128,500</u>	<u>866,000</u>	<u>\$ 1,994,500</u>



Regular City Council Meeting

6. 5. 1.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 11937 with Teinert Commercial Building Services for the renovations to the Luskey's building for the relocation of the Godeke Library located at 5034 Frankford Avenue.

Item Summary

The contract will renovate approximately 12,000 square feet of floor space to accommodate the relocation of the Godeke Library. New lighting, floor covering, interior finishes, HVAC systems, and additional electrical circuits to handle new loads for current technologies. A new restroom facilities will be added for public use.

The \$543,809 contract with Teinert Commercial Building Services of Lubbock, Texas is made through BuyBoard Contract Area I – 1 MCP, using an electronic system known as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contract is based on a catalog of pre-priced construction tasks for all divisions of construction. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring municipalities to solicit competitive bids.

Fiscal Impact

\$866,000 is appropriated in Capital Improvement Project 8592, Godeke Library Renovations, with \$543,809 available for this purpose. The second reading of the ordinance creating the capital project and appropriating the funding is on this agenda.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & JOC - Teinert Commercial Bldg.

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 14-11937-JOC for work to be performed in connection with the Godeke Library Relocation, as per NJPA EQIQC Contract TX04-112012-TCB, by and between the City of Lubbock and Teinert Commercial Building Services of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



D. Mitchell Satterwhite, Assistant City Attorney

RES.Contract-Godeke Library Relocation
July 1, 2014


Work Order Signature Document

NJPA EQIQC Contract No.: TX04-112012-TCB	
<input checked="" type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 019964.00	Work Order Date: 07/24/2014
Work Order Title: Godeke Library Relocation	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Teinert Commercial Building Services</u>
Contact: <u>Wesley Everett</u>	Contact: <u>Chad Henthorn</u>
Phone: <u>(806) 775-2665</u>	Phone: <u>(806) 744-2801</u>
Work to be Performed	
Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EQIQC Contract No. TX04-112012-TCB	
<u>Brief Work Order Description:</u> Relocate library to selected site	

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
019964.00	5034 Frankford Ave., Lubbock, TX 79424	\$543,803.87


CITY OF LUBBOCK

Glen C. Robertson, Mayor



Chad Henthorn, Project Manager
Teinert Commercial Building Services

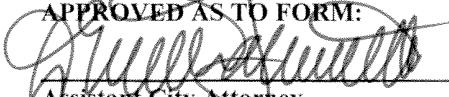
Attest: _____
Rebecca Garza, City Secretary

Owner's Representative


Wesley Everett, Director of Facilities

APPROVED AS CONTENT:


Mark Yearwood, Chief Information Office
Assistant City Manager

APPROVED AS TO FORM:


Assistant City Attorney

Contractor's Price Proposal - Detail

Date: June 11, 2014

Re: IQC Master Contract #: TX04-112012-TCB
 Work Order #: 019964.00
 Owner PO #:
 Title: Godeke Library Relocation
 Contractor: Teinert Commercial Building Services
 Proposal Value: \$543,803.37

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
01 - General Requirements					
1	01000	0010	LS	Godeke Library - City of Lubbock Water Meter Fee	\$979.77
		NPP	Installation	Quantity 1.00 x Unit Price 725.00 x Factor 1.3514 = Total 979.76	
2	01000	0011	LS	Godeke Library - City of Lubbock Sewer Tap Fee	\$942.60
		NPP	Installation	Quantity 1.00 x Unit Price 897.50 x Factor 1.3514 = Total 942.60	
3	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for the actual cost of all permits, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$2,003.47
			Installation	Quantity 2,003.47 x Unit Price 1.00 x Factor 1.0000 = Total 2,003.47	
4	01 22 20 00 0008		HR	CarpenterTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$27,862.52
			Installation	Quantity 616.00 x Unit Price 33.47 x Factor 1.3514 = Total 27,862.52	
				2 Carpenters for all rough carpentry, finish carpentry installation, owner-furnished item installation, etc.	
5	01 22 20 00 0006 0004		MOD	For Foreman, Add	\$361.09
			Installation	Quantity 160.00 x Unit Price 1.67 x Factor 1.3514 = Total 361.09	
6	01 22 20 00 0015		HR	LaborerTasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$17,864.84
			Installation	Quantity 616.00 x Unit Price 21.48 x Factor 1.3514 = Total 17,864.64	
				2 Laborers to assist carpenters for all rough carpentry, finish carpentry installation, owner-furnished item installation, etc.	
7	01 22 23 00 0051		MO	20' Electric, Scissor Platform Lift	\$3,270.39
			Installation	Quantity 4.00 x Unit Price 605.00 x Factor 1.3514 = Total 3,270.39	
				2ea. For work above 14'	
8	01 22 23 00 0145		WK	5 Ton, Single Padfoot Drum, Ride-On Self-Propelled Vibratory Roller With Full-Time Operator	\$3,431.18
			Installation	Quantity 1.00 x Unit Price 2,538.98 x Factor 1.3514 = Total 3,431.18	
				for building pad	

Contractor's Price Proposal - Summary

Date: June 11, 2014

Re: IQC Master Contract #: TX04-112012-TCB
Work Order #: 019964.00
Owner PO #:
Title: Godeke Library Relocation
Contractor: Teinert Commercial Building Services
Proposal Value: \$543,803.37

01 - General Requirements	\$84,242.70
02 - Site Work	\$210.41
03 - Concrete	\$17,315.60
05 - Metals	\$9,066.96
06 - Wood, Plastic, and Composites	\$13,839.35
07 - Thermal & Moisture Protection	\$9,925.78
08 - Openings	\$25,648.76
09 - Finishes	\$158,076.06
10 - Specialties	\$8,583.24
13 - Special Construction	\$21,500.51
22 - Plumbing	\$33,247.47
23 - Heating, Ventilating, And Air-Conditioning (HVAC)	\$97,533.58
26 - Electrical	\$58,048.16
31 - Earthwork	\$2,936.59
32 - Exterior Improvements	\$3,628.20
Proposal Total	\$543,803.37

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 18.74%

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

01 - General Requirements

9	01 22 23 00 0220	DAY	8' Broom Sweeper With Full-Time Operator						\$1,305.56	
			Installation	Quantity	Unit Price	Factor		Total		
				2.00	483.04	1.3514	=	1,305.56		
			Clean parking lot for seal coat							
10	01 22 23 00 0344	MO	2000# Mini-Excavator With Full-Time Operator; Bobcat 316						\$20,219.11	
			Installation	Quantity	Unit Price	Factor		Total		
				2.00	7,480.80	1.3514	=	20,219.11		
			For footing, utility, and plumbing excavations. Cheaper to keep it at monthly rate than re-mobilize 3 times.							
11	01 52 19 00 0003	MO	Portable Toilets, Chemical						\$972.90	
			Installation	Quantity	Unit Price	Factor		Total		
				8.00	89.99	1.3514	=	972.90		
			2 toilets, 4 months each							
12	01 54 23 00 0022	MO	Rolling Scaffolding 14' To 20' Complete With Wheels, Railings, Etc., (5' Wide X 7' Long Section)						\$756.24	
			Installation	Quantity	Unit Price	Factor		Total		
				4.00	139.90	1.3514	=	756.24		
13	01 74 23 00 0002	CSF	Clean Existing Glass Surfaces						\$67.22	
			Installation	Quantity	Unit Price	Factor		Total		
				6.00	8.29	1.3514	=	67.22		
14	01 74 23 00 0005	EA	Clean Commercial Plumbing Fixture						\$149.41	
			Installation	Quantity	Unit Price	Factor		Total		
				16.00	6.91	1.3514	=	149.41		
15	01 74 23 00 0009	EA	Clean Commercial Light Fixture						\$1,879.95	
			Installation	Quantity	Unit Price	Factor		Total		
				167.00	8.33	1.3514	=	1,879.95		
16	01 74 23 00 0013	EA	Clean Cabinets						\$256.58	
			Installation	Quantity	Unit Price	Factor		Total		
				22.00	8.63	1.3514	=	256.58		
17	01 74 23 00 0014	LF	Clean Counter-TopIncludes backboard.						\$21.08	
			Installation	Quantity	Unit Price	Factor		Total		
				60.00	0.26	1.3514	=	21.08		
18	01 74 23 00 0015	CSF	Clean Walls						\$420.02	
			Installation	Quantity	Unit Price	Factor		Total		
				40.00	7.77	1.3514	=	420.02		
19	01 74 23 00 0020	CSF	Clean Floor - Carpet						\$1,478.97	
			Installation	Quantity	Unit Price	Factor		Total		
				90.00	12.16	1.3514	=	1,478.97		

Subtotal for 01 - General Requirements

\$84,242.70

02 - Site Work

20	02 41 19 13 0038	LF	Saw Cut Concrete Slab Or Paving Up To 4" Depth						\$155.68
			Installation	Quantity	Unit Price	Factor		Total	
				90.00	1.28	1.3514	=	155.68	
21	02 41 19 13 0038 0045	MOD	For Each Additional Pass (Depth To 3"), Add						\$54.73
			Installation	Quantity	Unit Price	Factor		Total	
				90.00	0.45	1.3514	=	54.73	

Subtotal for 02 - Site Work

\$210.41

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

03 - Concrete								
22	03 01 30 71 0011	SF	Thin Patch/Skim Coat				\$7,098.30	
			Installation	Quantity	Unit Price	Factor	Total	
				9,215.00	0.57	1.3514	7,098.30	
				x	x	=		
			Main Floor Area Slab is unsuitable condition. Will need to be skim-coated for proper adhesion and levelness of new flooring					
23	03 21 11 00 0006	TON	Grade 60 Reinforcing Steel, Footings And Slabs, #3-#6				\$4,340.70	
			Installation	Quantity	Unit Price	Factor	Total	
				2.00	1,606.00	1.3514	4,340.70	
				x	x	=		
24	03 31 13 00 0009	CY	Direct Chute, Place 3000 PSI Concrete Continuous Footings				\$2,617.63	
			Installation	Quantity	Unit Price	Factor	Total	
				18.00	107.61	1.3514	2,617.63	
				x	x	=		
25	03 31 13 00 0026	CY	Up To 6", By Direct Chute, Place 3000 PSI Concrete Slab On Grade				\$2,560.23	
			Installation	Quantity	Unit Price	Factor	Total	
				18.00	105.25	1.3514	2,560.23	
				x	x	=		
26	03 31 13 00 0031	CY	Direct Chute, Place 3000 PSI Concrete Duct Bank				\$698.74	
			Installation	Quantity	Unit Price	Factor	Total	
				5.00	103.41	1.3514	698.74	
				x	x	=		
Subtotal for 03 - Concrete							\$17,315.60	
05 - Metals								
27	05 51 33 13 0004	VLF	20" Wide Vertical Steel Caged Ladder Primed				\$3,568.02	
			Installation	Quantity	Unit Price	Factor	Total	
				24.00	110.01	1.3514	3,568.02	
				x	x	=		
28	05 80 00 01	LS	McNichols Traction Tread Flooring - Godeke Library				\$5,498.94	
		NPP	Installation	Quantity	Unit Price	Factor	Total	
				1.00	4,494.80	1.2234	5,498.94	
				x	x	=		
Subtotal for 05 - Metals							\$9,066.96	
06 - Wood, Plastic, and Composites								
29	06 11 16 00 0144	LF	2" x 6" Wood Blocking To Steel				\$937.33	
			Installation	Quantity	Unit Price	Factor	Total	
				240.00	2.89	1.3514	937.33	
				x	x	=		
30	06400 0001	LS	City of Lubbock Godeke Library - Custom Millwork Package (Furnish Only - Hunter Millworks)				\$7,050.45	
		NPP	Installation	Quantity	Unit Price	Factor	Total	
				1.00	5,763.00	1.2234	7,050.45	
				x	x	=		
31	06 46 19 00 0008	LF	3/4" x 1" White Pine Base Shoe, Stain Grade				\$1,181.12	
			Installation	Quantity	Unit Price	Factor	Total	
				460.00	1.90	1.3514	1,181.12	
				x	x	=		
			Birch in lieu of white pine					
32	06 46 36 00 0090	LF	3/4" x 1-1/2" Custom Shaped Birch				\$651.92	
			Installation	Quantity	Unit Price	Factor	Total	
				240.00	2.01	1.3514	651.92	
				x	x	=		
33	06 46 36 00 0092	LF	3/4" x 3-1/2" Custom Shaped Birch				\$3,605.54	
			Installation	Quantity	Unit Price	Factor	Total	
				920.00	2.90	1.3514	3,605.54	
				x	x	=		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

06 - Wood, Plastic, and Composites

34	06 46 36 00 0094	LF	3/4" x 5-1/2" Custom Shaped Birch						\$412.99
		Installation	Quantity	Unit Price	Factor	=	Total		
			80.00	3.82	1.3514		412.99		

Subtotal for 06 - Wood, Plastic, and Composites \$13,839.35

07 - Thermal & Moisture Protection

35	07 84 13 00 0002	EA	1" Diameter Hole With 1/2" Pipe, Sealed With Intumescent Firestop Sealant						\$235.14
		Installation	Quantity	Unit Price	Factor	=	Total		
			25.00	6.96	1.3514		235.14		
36	07 84 13 00 0011	EA	2.5" Diameter Hole With 1/2" Pipe, Sealed With Intumescent Firestop Sealant						\$93.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	13.82	1.3514		93.38		
37	07 84 13 00 0031	EA	4" Diameter Hole With 3" Pipe, Sealed With Intumescent Firestop Sealant						\$51.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	19.01	1.3514		51.38		
38	07 84 43 00 0014	CLF	3/4" x 3/4" Joint, Intumescent Firestop Sealant						\$6,128.46
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	906.98	1.3514		6,128.46		
39	07 92 00 00 0017	CLF	1/4" x 1/4" Joint, Acrylic/Latex Sealant And Caulking						\$3,417.42
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	126.44	1.3514		3,417.42		

Subtotal for 07 - Thermal & Moisture Protection \$9,925.78

08 - Openings

40	08 12 13 13 0008	EA	3' x 6'-8" Through 7'-2" x 4-3/4" Deep Metal Door Frame, 16 Gauge						\$915.92
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	169.44	1.3514		915.92		
41	08 12 13 13 0008 0073	MOD	For Welded Frames, Add						\$243.25
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	45.00	1.3514		243.25		
42	08 14 16 00 0159	EA	3' x 7' x 1-3/4" Solid Core, Oak Or Maple Faced Door						\$1,044.74
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	193.27	1.3514		1,044.74		
43	08400 0001	LS	City of Lubbock Godeke Library - Complete Glass & Storefront Renovation Proposal from Horizon Glass						\$21,409.50
		NPP Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	17,500.00	1.2234		21,409.50		
44	08 71 16 00 0027	PR	4-1/2" x 4-1/2" Heavy Duty, Full Mortise, Plain Bearing, Brass/Bronze, Satin Chrome Finish Hinge						\$562.89
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	69.42	1.3514		562.89		
45	08 71 16 00 2051	EA	1" Diameter Aluminum Door Pulls, 12" Long						\$125.84
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	46.56	1.3514		125.84		
46	08 71 16 00 2061	EA	4" x 16" Aluminum Pull Plate Door Hardware						\$93.27
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	34.51	1.3514		93.27		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

08 - Openings

47	08 71 16 00 2071	EA	4" x 16" Aluminum Push Plate Door Hardware						\$40.14
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	14.85 x	1.3514	=	40.14		
48	08 71 16 00 2151	EA	Surface Mounted Standard Duty Door Closer - LCN 1460 Series						\$615.59
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	227.76 x	1.3514	=	615.59		
49	08 71 16 00 2195	EA	Heavy Duty Cylindrical Storeroom Or Closet Lockset F86Satin chrome plated US 26D (BHMA 626) - BHMA 156.2-1989, Grade 1(Corbin Russwin CL 3600).						\$597.62
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00 x	221.11 x	1.3514	=	597.62		

Subtotal for 08 - Openings **\$25,648.76**

09 - Finishes

50	09 25 00 01	Is	City of Lubbock Godeke Library - Complete Drywall & Acoustical Proposal from Henley Interiors						\$28,577.40
		NPP	Quantity	Unit Price	Factor	=	Total		
		Installation	1.00 x	23,359.00 x	1.2234	=	28,577.40		
51	09 30 13 00 0002	SF	8" x 8" And Larger Unmounted Floor TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles.						\$5,078.02
			Quantity	Unit Price	Factor	=	Total		
		Installation	616.00 x	6.10 x	1.3514	=	5,078.02		
52	09 30 13 00 0005	SF	8" x 8" And Larger Unmounted Wall TileIncludes glazed porcelain, unglazed porcelain and glazed ceramic tiles.						\$9,651.27
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,092.00 x	6.54 x	1.3514	=	9,651.27		
53	09 65 13 13 0002	LF	4" High, 1/8" Vinyl Plastic Base, All Colors						\$2,593.07
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,230.00 x	1.56 x	1.3514	=	2,593.07		
54	09 65 19 00 0005	SF	Solid Color Vinyl Composition Tile, 1/8" Thick						\$5,089.16
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,414.00 x	1.56 x	1.3514	=	5,089.16		
55	09 65 19 00 0005 0162	MOD	For > 1000 To 3000, Deduct						-\$65.25
			Quantity	Unit Price	Factor	=	Total		
		Installation	2,414.00 x	-0.02 x	1.3514	=	-65.25		
56	09 65 19 00 0010	SF	Skid Resistant Surface, Solid Vinyl Floor Tile, 1/8" Thick						\$319.88
			Quantity	Unit Price	Factor	=	Total		
		Installation	45.00 x	5.26 x	1.3514	=	319.88		
57	09 65 19 00 0012	LF	Vinyl Transition Strip, Brown Or Black						\$578.94
			Quantity	Unit Price	Factor	=	Total		
		Installation	420.00 x	1.02 x	1.3514	=	578.94		
58	09 68 13 00 0028	SY	42 Ounce, Patterned, Nylon Carpet Tile						\$73,780.01
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,022.00 x	53.42 x	1.3514	=	73,780.01		
59	09 68 13 00 0028 0416	MOD	For > 900 To 1500, Deduct						-\$4,958.26
			Quantity	Unit Price	Factor	=	Total		
		Installation	1,022.00 x	-3.59 x	1.3514	=	-4,958.26		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

09 - Finishes

60	09900	0001	LS	City of Lubbock Godeke Library - Complete Patch, Tape, Bed, Texture & Paint Bid (James Padgett Painting, Inc.)					\$37,431.82
	NPP		Installation	Quantity	Unit Price	Factor		Total	
				1.00	30,596.55	1.2234	=	37,431.82	

Subtotal for 09 - Finishes \$158,076.06

10 - Specialties

61	10 21 13 19 0138		EA	36" x 60", Floor Anchored, Solid Phenolic, One Compartment Corner Unit, Complete Toilet Partition					\$1,994.40
			Installation	Quantity	Unit Price	Factor		Total	
				2.00	737.90	1.3514	=	1,994.40	
62	10 21 13 19 0140		EA	60" x 78", Floor Anchored, Solid Phenolic, One Compartment Corner Unit, Complete ADA Compliant Toilet Partition					\$2,749.91
			Installation	Quantity	Unit Price	Factor		Total	
				2.00	1,017.43	1.3514	=	2,749.91	
63	10 21 13 19 0160		EA	24" x 42" x 1/2", Wall Hung, Solid Phenolic, Urinal Screen					\$519.83
			Installation	Quantity	Unit Price	Factor		Total	
				2.00	192.33	1.3514	=	519.83	
64	10 28 13 13 0035		EA	Single Roll, Recessed Mounted, Stainless Steel Toilet Tissue Dispenser (Bobrick B-663)					\$82.87
		X	Installation	Quantity	Unit Price	Factor		Total	
			Owner-furnished	4.00	15.33	1.3514	=	82.87	
65	10 28 13 13 0072		EA	Recessed Mounted, Stainless Steel Sanitary Napkin/Tampon Vendor (Bobrick Classic B-352 25)					\$1,330.91
			Installation	Quantity	Unit Price	Factor		Total	
				3.00	328.28	1.3514	=	1,330.91	
66	10 28 13 13 0084		EA	12 Gallon, 4" Wall Recess, Stainless Steel Waste Receptacle (Bobrick Contura B-43644)					\$828.98
			Installation	Quantity	Unit Price	Factor		Total	
				2.00	306.71	1.3514	=	828.98	
67	10 28 13 13 0124		EA	36" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x36)					\$156.36
			Installation	Quantity	Unit Price	Factor		Total	
				2.00	57.85	1.3514	=	156.36	
68	10 28 13 13 0125		EA	42" Length, 1-1/2" Diameter, Stainless Steel Grab Bar (Bobrick B-6806x42)					\$160.79
			Installation	Quantity	Unit Price	Factor		Total	
				2.00	59.49	1.3514	=	160.79	
69	10 28 13 13 0302		EA	Remove And Reinstall Bathroom Accessory					\$172.71
			Installation	Quantity	Unit Price	Factor		Total	
			In existing restrooms	12.00	10.65	1.3514	=	172.71	
70	10 44 16 13 0011		EA	5# Dry Chemical, Type ABC Portable Fire Extinguisher					\$360.90
			Installation	Quantity	Unit Price	Factor		Total	
				3.00	89.02	1.3514	=	360.90	
71	10 44 16 13 0040		EA	Red Painted 1/2" x 12" x 40" Beveled Edge Plywood Fire Extinguisher Backboard					\$189.01
			Installation	Quantity	Unit Price	Factor		Total	
				3.00	46.62	1.3514	=	189.01	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

10 - Specialties

72	10 44 16 13 0043	EA	On Site Fire Extinguisher Annual Inspection (Tag)						\$36.57
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	9.02	1.3514		36.57		

Subtotal for 10 - Specialties \$8,583.24

13 - Special Construction

73	13 34 19 00 0005	GSF	12' Eave Height, 20' To 30' Wide, Up To 30' Long Clear Span Rigid Frame Building With 26 Gauge Roofing And Siding						\$18,081.08
		Installation	Quantity	Unit Price	Factor	=	Total		
			616.00	21.72	1.3514		18,081.08		
74	13 34 19 00 0125	SF	Upgrade To 24 Gauge Galvanized Steel Standing Seam Roof						\$638.06
		Installation	Quantity	Unit Price	Factor	=	Total		
			665.00	0.71	1.3514		638.06		
75	13 34 19 00 0146	SF	6" Thick, R-19, Vinyl/Scrim/Kraft (VSK), Faced Metal Building Insulation						\$1,505.24
		Installation	Quantity	Unit Price	Factor	=	Total		
			936.00	1.19	1.3514		1,505.24		
76	13 34 19 00 0149	SF	4" Thick, R-13, Polypropylene/Scrim/Kraft, Faced Metal Building Insulation						\$1,276.13
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,330.00	0.71	1.3514		1,276.13		

Subtotal for 13 - Special Construction \$21,500.51

22 - Plumbing

77	22 05 76 00 0005	EA	4" Floor Cleanout, Round Or Square Top, Cast Iron With Cast Bronze Screw Plug And Nickel Bronze Cover						\$942.36
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	348.66	1.3514		942.36		
78	22 07 19 00 0003	LF	1/2" Diameter Pipe, 1/2" Thick Fiberglass Insulation						\$1,648.71
		Installation	Quantity	Unit Price	Factor	=	Total		
			400.00	3.05	1.3514		1,648.71		
79	22 07 19 00 0004	LF	3/4" Diameter Pipe, 1/2" Thick Fiberglass Insulation						\$1,024.90
		Installation	Quantity	Unit Price	Factor	=	Total		
			240.00	3.16	1.3514		1,024.90		
80	22 07 19 00 0007	LF	1-1/2" Diameter Pipe, 1/2" Thick Fiberglass Insulation						\$247.98
		Installation	Quantity	Unit Price	Factor	=	Total		
			50.00	3.67	1.3514		247.98		
81	22 11 16 00 0184	LF	1/2" Hard Drawn Type L Copper Tube/Pipe						\$1,654.11
		Installation	Quantity	Unit Price	Factor	=	Total		
			400.00	3.06	1.3514		1,654.11		
82	22 11 16 00 0185	LF	3/4" Hard Drawn Type L Copper Tube/Pipe						\$1,326.53
		Installation	Quantity	Unit Price	Factor	=	Total		
			240.00	4.09	1.3514		1,326.53		
83	22 11 16 00 0208	EA	1/2" 90 Degree Copper Elbow						\$825.71
		Installation	Quantity	Unit Price	Factor	=	Total		
			50.00	12.22	1.3514		825.71		
84	22 11 16 00 0209	EA	3/4" 90 Degree Copper Elbow						\$647.86
		Installation	Quantity	Unit Price	Factor	=	Total		
			30.00	15.98	1.3514		647.86		

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

22 - Plumbing

85	22 11 16 00 0242	EA	1/2" Straight Copper Tee							\$552.99
		Installation	Quantity	Unit Price	Factor	=	Total			
			22.00 x	18.60 x	1.3514	=	552.99			
86	22 11 16 00 0243	EA	3/4" Straight Copper Tee							\$738.51
		Installation	Quantity	Unit Price	Factor	=	Total			
			22.00 x	24.84 x	1.3514	=	738.51			
87	22 11 16 00 0259	EA	3/4" Reducing Copper Tee							\$315.69
		Installation	Quantity	Unit Price	Factor	=	Total			
			10.00 x	23.36 x	1.3514	=	315.69			
88	22 11 16 00 0269	EA	1/2" Copper Coupling							\$1,313.56
		Installation	Quantity	Unit Price	Factor	=	Total			
			80.00 x	12.15 x	1.3514	=	1,313.56			
89	22 11 16 00 0270	EA	3/4" Copper Coupling							\$622.73
		Installation	Quantity	Unit Price	Factor	=	Total			
			30.00 x	15.36 x	1.3514	=	622.73			
90	22 11 19 00 0047	EA	3/4" Brass, Anti Siphon Vacuum Breaker							\$56.57
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00 x	41.86 x	1.3514	=	56.57			
91	22 11 19 00 0355	EA	1-1/2" Flanged Reduced Pressure Zone Assembly With QT Shut-offs And Strainer (Watts FAE 909 QT-S series)							\$1,907.81
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00 x	1,411.73 x	1.3514	=	1,907.81			
92	22 11 19 00 0431	EA	27" Length x 13" Width x 23" Height, Flip-Top, Insulated Fiberglass Valve Enclosure							\$851.52
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00 x	630.10 x	1.3514	=	851.52			
93	22 13 16 00 0805	LF	1-1/2" Schedule 40 ABS-PVC DWV Pipe							\$385.96
		Installation	Quantity	Unit Price	Factor	=	Total			
			120.00 x	2.38 x	1.3514	=	385.96			
94	22 13 16 00 0806	LF	2" Schedule 40 ABS-PVC DWV Pipe							\$1,504.65
		Installation	Quantity	Unit Price	Factor	=	Total			
			380.00 x	2.93 x	1.3514	=	1,504.65			
95	22 13 16 00 0808	LF	4" Schedule 40 ABS-PVC DWV Pipe							\$1,634.65
		Installation	Quantity	Unit Price	Factor	=	Total			
			240.00 x	5.04 x	1.3514	=	1,634.65			
96	22 13 16 00 0830	EA	1-1/2" Schedule 40 ABS-PVC DWV Sanitary Tees							\$207.58
		Installation	Quantity	Unit Price	Factor	=	Total			
			12.00 x	12.80 x	1.3514	=	207.58			
97	22 13 16 00 0831	EA	2" Schedule 40 ABS-PVC DWV Sanitary Tees							\$270.33
		Installation	Quantity	Unit Price	Factor	=	Total			
			12.00 x	16.67 x	1.3514	=	270.33			
98	22 13 16 00 0833	EA	4" Schedule 40 ABS-PVC DWV Sanitary Tees							\$457.15
		Installation	Quantity	Unit Price	Factor	=	Total			
			12.00 x	28.19 x	1.3514	=	457.15			
99	22 13 16 00 0837	EA	2" x 1-1/2" x 1-1/2" Schedule 40 ABS-PVC DWV Reducing Sanitary Tees							\$275.69
		Installation	Quantity	Unit Price	Factor	=	Total			
			12.00 x	17.00 x	1.3514	=	275.69			

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

22 - Plumbing

100	22 13 16 00 0838	EA	2" x 1-1/2" x 2" Schedule 40 ABS-PVC DWV Reducing Sanitary Tees						\$285.42
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			12.00		17.60		1.3514		285.42
101	22 13 16 00 0843	EA	4" x 4" x 2" Schedule 40 ABS-PVC DWV Reducing Sanitary Tees						\$493.48
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			12.00		30.43		1.3514		493.48
102	22 13 16 00 0857	EA	2" Schedule 40 ABS-PVC DWV P-Traps						\$255.74
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			12.00		15.77		1.3514		255.74
103	22 13 16 00 0889	EA	4" x 4" x 2" Schedule 40 ABS-PVC DWV Reducing Wyes						\$506.29
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			12.00		31.22		1.3514		506.29
104	22 13 16 00 0924	EA	4" Schedule 40 ABS-PVC DWV Cleanout Adapters With Plug						\$67.84
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		25.10		1.3514		67.84
105	22 33 13 16 0002	EA	3 To 10 KW Thermostat-Control, Instantaneous, Tankless, Electric Domestic Water Heater (Eemax EX3012T, EX48T, EX65T, EX75T, EX95T, EX012240T)						\$758.14
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		280.50		1.3514		758.14
106	22 42 13 00 0003	EA	Flush Valve Type, Floor Outlet, Siphon Jet Water Closet, Floor Mounted, Elongated, (American Standard 2305.100)						\$1,458.97
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			4.00		269.90		1.3514		1,458.97
107	22 42 13 00 0037	EA	Exposed Infrared Water Closet Flush Valve (1-1/2" V.B.) 1.28 GPF (Toto EcoPower TET1LN32)						\$2,828.43
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			4.00		523.24		1.3514		2,828.43
108	22 42 13 00 0072	EA	Falcon F-1000 Waterfree Urinal, Vitreous China, White						\$1,315.72
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		486.80		1.3514		1,315.72
109	22 42 13 00 0079	EA	Remove And Reinstall Wall Hung Water Closet With Tank						\$402.77
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		149.02		1.3514		402.77
110	22 42 13 00 0095	EA	Single Urinal Carrier, Floor Mounted With Support Plate						\$640.10
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		236.83		1.3514		640.10
111	22 42 16 00 0013	EA	20" x 18" Vitreous China Countertop Lavatory (American Standard 0498.400)						\$1,395.94
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			4.00		258.24		1.3514		1,395.94
112	22 42 16 00 0124	EA	Remove And Reinstall Wall Hung Lavatory With Faucet						\$264.74
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			2.00		97.95		1.3514		264.74
113	22 42 39 00 0102	EA	Electronic Lavatory Gooseneck Faucet (American Standard 6055.105.002)						\$1,742.01
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			4.00		322.26		1.3514		1,742.01
114	22 47 13 00 0012	EA	Stainless Steel Wall-Mounted Rectangle Indoor Drinking Fountain With Bubbler, Backsplash, Front And Side Push Bars (Halsey-Taylor 5701)						\$1,098.28
		Installation	Quantity	x	Unit Price	x	Factor	=	Total
			1.00		812.70		1.3514		1,098.28

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

22 - Plumbing

115	22	47	26	00	0002	EA	Single Universal Carrier, Floor Mounted, Adjustable Rods With Tubular Uprights And Block Bases					\$320.05
						Installation	Quantity	Unit Price	Factor		Total	
							1.00	236.83	1.3514	=	320.05	

Subtotal for 22 - Plumbing

\$33,247.47

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

116	23	09	23	00	0101	EA	Wire Split System AC Thermostat					\$371.70
						Installation	Quantity	Unit Price	Factor		Total	
							1.00	275.05	1.3514	=	371.70	
117	23	09	23	00	0659	EA	BACnet MS/TP Networked, Single Stage Thermostat (Johnson Controls TEC2601-2)For fan coil units, unit heaters and single stage packaged heating/cooling equipment.					\$1,938.88
						Installation	Quantity	Unit Price	Factor		Total	
							7.00	204.96	1.3514	=	1,938.88	
118	23	31	13	13	0004	LB	Sheet Metal Ductwork, Medium Pressure, Field Fabricated, Galvanized, Field Assemble And Install					\$2,237.24
						Installation	Quantity	Unit Price	Factor		Total	
							350.00	4.73	1.3514	=	2,237.24	
119	23	34	16	00	0217	EA	50 CFM, Ceiling/Wall Mounted, Polymeric Intake Grille, Light Duty Exhaust Fan (Broan® 670)					\$69.69
						Installation	Quantity	Unit Price	Factor		Total	
							1.00	51.57	1.3514	=	69.69	
120	23	34	16	00	0244	EA	701 CFM, Ceiling/Wall Mounted, Metal Intake Grille, Heavy Duty/Continuous Operation Exhaust Fan (Broan® LoSone® Ventilator L700)					\$473.08
						Installation	Quantity	Unit Price	Factor		Total	
							1.00	350.07	1.3514	=	473.08	
121	23	37	13	00	0079	EA	24" x 24" Single Deflection Return/Exhaust Register, Aluminum, Opposed Blade Damper, Wall/Ceiling					\$415.50
						Installation	Quantity	Unit Price	Factor		Total	
							2.00	153.73	1.3514	=	415.50	
122	23	37	13	00	0123	EA	24" x 24" Adjustable Curved Blade Register, Ceiling Mounted, Aluminum Construction, 4-Way Pattern					\$513.51
						Installation	Quantity	Unit Price	Factor		Total	
							3.00	126.66	1.3514	=	513.50	
123	23	73	13	00	0003	EA	500 CFM Single Zone Air Handling Unit, Built-Up, Constant Volume, Horizontal / Vertical, Draw-Through Fan					\$5,374.63
						Installation	Quantity	Unit Price	Factor		Total	
							2.00	1,988.54	1.3514	=	5,374.63	
						FCU's						
124	23	74	13	00	0021	EA	3 Ton Electric Cooling, 60 MBH Gas Heating, Self Contained Package Rooftop Unit					\$7,763.75
						Installation	Quantity	Unit Price	Factor		Total	
							1.00	5,744.97	1.3514	=	7,763.75	
						New RTU						
125	23	74	13	00	0021	0519	MOD	For Unit Economizer, Add				\$926.51
						Installation	Quantity	Unit Price	Factor		Total	
							1.00	685.59	1.3514	=	926.51	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

23 - Heating, Ventilating, And Air-Conditioning (HVAC)

126	23	74	13	00	0024	EA	6 Ton Electric Cooling, 140 MBH Gas Heating, Self Contained Package Rooftop Unit	\$65,630.04
						Installation	Quantity 6.00 x Unit Price 7,963.52 x Factor 1.3514 = Total 64,571.41	
						Demolition	Quantity 6.00 x Unit Price 130.56 x Factor 1.3514 = Total 1,058.63	
						Replaced RTU's		
127	23	74	13	00	0024	0519	MOD For Unit Economizer, Add	\$7,706.14
						Installation	Quantity 6.00 x Unit Price 950.39 x Factor 1.3514 = Total 7,706.14	
128	23	81	26	00	0007	EA	24,200 BTU Wall Mounted Ductless Split System Air Conditioners, 17 SEERIncludes indoor unit, outdoor unit, wireless thermostat and refrigerant charge.	\$2,647.45
						Installation	Quantity 1.00 x Unit Price 1,959.04 x Factor 1.3514 = Total 2,647.45	
						CRAC		
129	23	81	29	00	0003	EA	2 Ton 13 SEER Outdoor Heat Pump UnitPrecharged with refrigerant capable of charging the system with a 20' length of piping.	\$1,465.46
						Installation	Quantity 1.00 x Unit Price 1,084.40 x Factor 1.3514 = Total 1,465.46	
						HP		
130	23	81	29	00	0003	0521	MOD For SEER 14 Rating, Add	\$0.00
						Installation	Quantity 0.00 x Unit Price 186.75 x Factor 1.3514 = Total 0.00	

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC) \$97,533.58

26 - Electrical

131	26	05	19	16	0484	MLF	#12 AWG 1/c Insulated Stranded Copper Cable, Installed On Poles	\$3,408.50
						Installation	Quantity 4.00 x Unit Price 630.55 x Factor 1.3514 = Total 3,408.50	
132	26	05	19	16	0485	MLF	#10 AWG 1/c Insulated Stranded Copper Cable, Installed On Poles	\$1,048.79
						Installation	Quantity 1.00 x Unit Price 776.08 x Factor 1.3514 = Total 1,048.79	
133	26	05	19	16	0494	MLF	#4/0 AWG 1/c Insulated Stranded Copper Cable, Installed On Poles	\$6,639.93
						Installation	Quantity 1.00 x Unit Price 4,913.37 x Factor 1.3514 = Total 6,639.93	
134	26	05	26	00	0080	EA	225 A, Copper Flexible Braid Jumper Strap, 12" Length	\$158.21
						Installation	Quantity 1.00 x Unit Price 117.07 x Factor 1.3514 = Total 158.21	
135	26	05	26	00	0191	EA	Ground Reel With 50' Of Galvanized Steel Cable	\$681.38
						Installation	Quantity 1.00 x Unit Price 504.20 x Factor 1.3514 = Total 681.38	
136	26	05	33	13	0283	LF	1/2" EMT Conduit	\$11,351.76
						Installation	Quantity 5,000.00 x Unit Price 1.68 x Factor 1.3514 = Total 11,351.76	
137	26	05	33	13	0285	LF	1" EMT Conduit	\$3,581.21
						Installation	Quantity 1,000.00 x Unit Price 2.65 x Factor 1.3514 = Total 3,581.21	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

26 - Electrical

138	26	05	33	13	0289	LF	2-1/2" EMT Conduit												\$488.94
						Installation		Quantity	Unit Price	Factor	=	Total							488.94
								60.00	6.03	x									
139	26	05	33	13	0294	EA	1/2" EMT 90 Degree Elbow												\$658.13
						Installation		Quantity	Unit Price	Factor	=	Total							658.13
								100.00	4.87	x									
140	26	05	33	13	0296	EA	1" EMT 90 Degree Elbow												\$252.17
						Installation		Quantity	Unit Price	Factor	=	Total							252.17
								30.00	6.22	x									
141	26	05	33	13	0300	EA	2-1/2" EMT 90 Degree Elbow												\$60.73
						Installation		Quantity	Unit Price	Factor	=	Total							60.73
								2.00	22.47	x									
142	26	05	33	13	0305	EA	1/2" EMT Set Screw Coupling												\$459.48
						Installation		Quantity	Unit Price	Factor	=	Total							459.48
								200.00	1.70	x									
143	26	05	33	13	0307	EA	1" EMT Set Screw Coupling												\$178.38
						Installation		Quantity	Unit Price	Factor	=	Total							178.38
								50.00	2.64	x									
144	26	05	33	13	0311	EA	2-1/2" EMT Set Screw Coupling												\$80.27
						Installation		Quantity	Unit Price	Factor	=	Total							80.27
								6.00	9.90	x									
145	26	05	33	13	0327	EA	1/2" EMT Box Connector With Set Screw												\$418.39
						Installation		Quantity	Unit Price	Factor	=	Total							418.39
								180.00	1.72	x									
146	26	05	33	13	0329	EA	1" EMT Box Connector With Set Screw												\$177.71
						Installation		Quantity	Unit Price	Factor	=	Total							177.71
								50.00	2.63	x									
147	26	05	33	13	1356	LF	2-1/2" Schedule 40 PVC Conduit With Glued Couplings, Direct Burial												\$203.52
						Installation		Quantity	Unit Price	Factor	=	Total							203.52
								60.00	2.51	x									
148	26	05	33	16	0003	EA	4" Square Steel Box X 1-1/2" Deep With Cover												\$1,431.13
						Installation		Quantity	Unit Price	Factor	=	Total							1,431.13
								100.00	10.59	x									
149	26	05	33	16	0014	EA	4" Square Steel Box With Cover, 1-1/2" Deep, Flush Mount												\$2,397.38
						Installation		Quantity	Unit Price	Factor	=	Total							2,397.38
								100.00	17.74	x									
150	26	24	16	00	0021	EA	225 A With 42 - 20 A Breakers, 120/240 V, 3 Wire, 1 Phase Panelboard, Main Lugs, Assembled, 54 Circuit Capacity												\$2,950.53
						Installation		Quantity	Unit Price	Factor	=	Total							2,950.53
								1.00	2,183.31	x									
151	26	27	26	00	0005	EA	1 Gang, 20 A, NEMA 5-20, Duplex Receptacle Assembly Includes box, receptacle and cover plate.												\$3,402.69
						Installation		Quantity	Unit Price	Factor	=	Total							3,402.69
								66.00	38.15	x									
152	26	28	16	00	0135	EA	200 A, Fused Disconnect Switch, NEMA 1, General Duty, With Fuses, 240 V, 3 Phase												\$957.95
						Installation		Quantity	Unit Price	Factor	=	Total							957.95
								1.00	708.86	x									

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

26 - Electrical

153	26 51 13 00 0076	EA	2 T8 Lamps, 1' x 4', Surface Mounted, Box Type Fluorescent Fixture				\$208.49
			Quantity	Unit Price	Factor	Total	
		Installation	0.00	104.13	1.3514	0.00	
		Demolition	14.00	11.02	1.3514	208.49	
154	26 51 13 00 0107	EA	4 T8 Lamps, 2' x 4', Prismatic Lensed, Lay-In/Troffer Fluorescent Fixture				\$2,791.86
			Quantity	Unit Price	Factor	Total	
		Installation	0.00	132.49	1.3514	0.00	
		Demolition	146.00	14.15	1.3514	2,791.86	
155	26 51 13 00 0272	EA	2' Length, 3,000 Lumens, LED Striplight Fluorescent Fixture (Lithonia ZL1)				\$576.13
			Quantity	Unit Price	Factor	Total	
		Installation	2.00	213.16	1.3514	576.13	
156	26 51 13 00 0273	EA	4' Length, 2,800 Lumens, LED Striplight Fluorescent Fixture (Lithonia ZL1)				\$584.35
			Quantity	Unit Price	Factor	Total	
		Installation	2.00	216.20	1.3514	584.35	
157	26 51 13 00 0277	EA	4,600 Lumens, 2' x 4', Prismatic Lensed, Lay-In/Troffer LED Fixture (Lithonia 2TL4)				\$4,221.44
			Quantity	Unit Price	Factor	Total	
		Installation	147.00	21.25	1.3514	4,221.44	
	X						
158	26 51 13 00 0288	EA	1,800 Lumens, 6" Diameter, Recessed LED Wallwash Downlight With Specular Reflector Trim (Gotham® EVO® DLWLED)				\$7,807.20
			Quantity	Unit Price	Factor	Total	
		Installation	16.00	361.07	1.3514	7,807.20	
159	26 51 13 00 0298	EA	6" Round, Compact Fluorescent, T Or ICT Recessed Fixture Housing				\$107.79
			Quantity	Unit Price	Factor	Total	
		Installation	0.00	66.76	1.3514	0.00	
		Demolition	8.00	9.97	1.3514	107.79	
160	26 51 13 00 0329	EA	Circular, Recessed Fixture Trim				\$50.27
			Quantity	Unit Price	Factor	Total	
		Installation	0.00	25.58	1.3514	0.00	
		Demolition	8.00	4.65	1.3514	50.27	
161	26 51 13 00 0405	LF	1 Circuit Track Lighting Track				\$59.19
			Quantity	Unit Price	Factor	Total	
		Installation	0.00	17.99	1.3514	0.00	
		Demolition	20.00	2.19	1.3514	59.19	
162	26 51 13 00 0421	EA	Incandescent Track Lighting Fixture				\$59.89
			Quantity	Unit Price	Factor	Total	
		Installation	0.00	33.60	1.3514	0.00	
		Demolition	8.00	5.54	1.3514	59.89	
163	26 53 00 00 0011	EA	Single Face, Thermoplastic Housing, LED Exit Sign/Emergency Light Combo With Battery Back-Up/Includes two circular side mounted LED emergency lights.				\$594.37
			Quantity	Unit Price	Factor	Total	
		Installation	2.00	207.77	1.3514	561.56	
		Demolition	2.00	12.14	1.3514	32.81	

Subtotal for 26 - Electrical

\$58,048.16

31 - Earthwork

164	31 05 13 00 0004	CY	Native Clean Fill Soil/Dirt - Common				\$2,870.37
			Quantity	Unit Price	Factor	Total	
		Installation	120.00	17.70	1.3514	2,870.37	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 019964.00
 Work Order Title: Godeke Library Relocation

31 - Earthwork							
165	31 23 16 13 0051	LF	Backfill 8" Wide, 36" Deep Trench, With Compaction				\$66.22
		Installation	Quantity	Unit Price	Factor	Total	
			100.00 x	0.49 x	1.3514 =	66.22	
Subtotal for 31 - Earthwork							\$2,936.59
32 - Exterior Improvements							
166	32 12 36 00 0019	SY	Type II Thermoplastic Coal-Tar Asphalt Seal, > 1000 To 5000 SY				\$1,363.29
		Installation	Quantity	Unit Price	Factor	Total	
			260.00 x	3.88 x	1.3514 =	1,363.29	
167	32 17 13 33 0001	EA	Remove And Relocate Precast Concrete Wheel Stop				\$543.32
		Installation	Quantity	Unit Price	Factor	Total	
			46.00 x	8.74 x	1.3514 =	543.32	
168	32 17 23 11 0002	EA	Mobilize Pavement Marking Crew And Equipment At New Location				\$310.59
		Installation	Quantity	Unit Price	Factor	Total	
			1.00 x	229.83 x	1.3514 =	310.59	
169	32 17 23 13 0066	LF	Single 4" Wide Solid Line, Painted Pavement Striping for Parking Areas				\$1,362.63
		Installation	Quantity	Unit Price	Factor	Total	
			1,709.00 x	0.59 x	1.3514 =	1,362.63	
170	32 17 23 13 0083	EA	Handicap Symbol For Standard Parking Stalls, Painted Pavement Marking For Parking Areas Approximate overall dimensions: 2-2/3' width x 3' height. White or blue symbol. Excludes striping.				\$48.37
		Installation	Quantity	Unit Price	Factor	Total	
			3.00 x	11.93 x	1.3514 =	48.37	
Subtotal for 32 - Exterior Improvements							\$3,628.20
Proposal Total							\$543,803.37

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

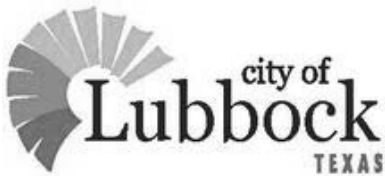
The Percentage of NPP on this Proposal: **18.74%**

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 10, 2014**

Capital Project Number: 8592
 Capital Project Name: Godeke Library Renovations

	Budget
<i>Encumbered/Expended</i>	\$ -
 <i>Agenda Item July 10, 2014</i>	
Teinert Commercial Building Services	543,809
<i>Encumbered/Expended To Date</i>	543,809
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction/Renovations	322,191
<i>Remaining Appropriation</i>	322,191
Total Appropriation *	\$ 866,000

*** Contingent on the approval of Budget Amendment 31**



Regular City Council Meeting

6. 6.

Meeting Date: 07/10/2014

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2014-O0095 Amendment 32 amending the adopted FY 2013-14 Operating Budget respecting the General Fund to amend expenditures in Cost Center 1115, Non-Departmental; providing for filing; and providing for a savings clause.

Item Summary

On June 26, 2014, the City Council approved the first reading of the ordinance.

- I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing capital outlay by \$1,262,500 for the purchase of the Omni building. Funding will be from General Fund fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 32

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2013-14 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND TO AMEND EXPENDITURES IN COST CENTER 1115, NON-DEPARTMENTAL; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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

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

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

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

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2013-14 (Budget Amendment #32) for municipal purposes, as follows:

- I. Amend expenditures in General Fund in Cost Center 1115, Non-Departmental, by increasing capital outlay by \$1,262,500 for the purchase of the Omni building. Funding will be from General Fund fund balance.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

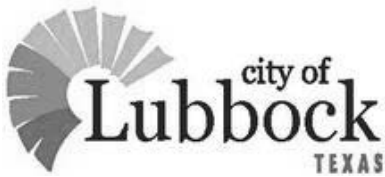


Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney



Regular City Council Meeting

6. 6. 1.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute for and on behalf of the City of Lubbock, a Contract of Sale, by and between the City of Lubbock, as Buyer and Lubbock Omni Office, Inc., a Texas corporation, as Seller, contemplating the sale by Seller and the purchase by Buyer of certain real property and real property interests located in Blocks 147, 148, 163 and 164, Original Town to the City of Lubbock, according to the map, plat and/or dedication thereof recorded in Volume 5, Page 384, Deed of Records, Lubbock County, Texas.

Item Summary

As stated above.

Fiscal Impact

\$1.225M to be paid from General Fund Net Assets.

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution & Contract of Sale - Lubbock Omni

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, (i) a Contract of Sale (herein so called), by and between the City of Lubbock, as Buyer and Lubbock Omni Office, Inc., a Texas corporation, as Seller, contemplating the sale by Seller and the purchase by Buyer of certain real property and real property interests located in Blocks 147, 148, 163 and 164, Original Town to the City of Lubbock, according to the map, plat and/or dedication thereof recorded in Volume 5, Page 384, Deed Records, Lubbock County, Texas; (ii) any and all documents contemplated to be executed and delivered at Closing (herein so called) of the transactions contemplated by the Contract of Sale, or otherwise required for Closing; and (iii) all other related documents. Said Contract of Sale is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

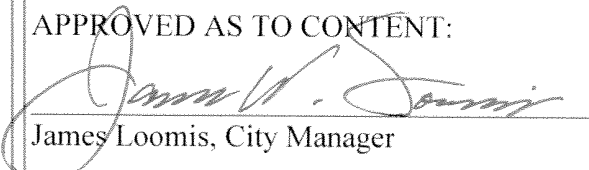
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR


ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:




James Loomis, City Manager



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Richard K. Casner, Natural Resources and
Utility Attorney

vw:ccdops/RES.Contract of Sale-Omni

CONTRACT OF SALE

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract of Sale (the "Contract") is made this ____ day of July, 2014, effective as of the date of execution hereof by Buyer, as defined herein (the "Effective Date"), by and between Lubbock Omni Office, Inc., a Texas corporation and (referred to herein as "Seller") and the City of Lubbock, Texas, a home rule municipal corporation of Lubbock County, Texas (referred to herein as "Buyer").

RECITALS

WHEREAS, Seller owns that certain land and interests being more particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes, being located in Lubbock County, Texas (the "Land"); and

WHEREAS, Seller desires to sell to Buyer, and Buyer desires to buy from Seller, the Land, together with any and all rights or interests of Seller in and to adjacent streets, alleys and rights of way and together with all and singular the improvements and fixtures thereon and all other rights and appurtenances to the Land (collectively, the "Property").

ARTICLE I
SALE OF PROPERTY

For the consideration hereinafter set forth, and upon the terms, conditions and provisions herein contained Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the Property.

ARTICLE II
PURCHASE PRICE AND EARNEST MONEY

2.01 Purchase Price.

(a) Except as provided in Section 2.01(b), below, the purchase price to be paid to Seller for the Property is the sum of One Million, Two Hundred Twenty Five Thousand and No/100 Dollars (\$ 1,225,000.⁰⁰); or

(b) In the event, and only in the event, Buyer exercises its rights to extend the Absolute Review Period, as provided in Section 4.01(b), below, the purchase price to be paid Seller for the Property shall be the sum of One Million Two Hundred Fifty Thousand and

No/100 Dollars (\$1,250,000.00) (the sum provided in either 2.01(a) or 2.01(b), as applicable, is referred to herein as the "Purchase Price"). The release of liens provided in Section 2.01A and the release of insurance provided in Section 2.01B, is consideration in addition to, and shall not effect, the Purchase Price.

2.01A Liens in Favor of Buyer. The Buyer shall release at Closing, as partial consideration for the purchase and sale of the Property, all fines due and owing by Seller to Buyer and those certain Liens (herein so called) in favor of the Buyer, as described in Exhibit "C," attached hereto and made a part hereof. In the event Closing shall not occur, said Liens shall remain valid and subsisting and enforceable, at times and for all purposes, pursuant to the terms thereof.

2.01B Release of Insurance Proceeds. The Buyer shall release at Closing, as partial consideration for the purchase and sale of the Property, all of its right, title and interest that it may have in and to any proceeds related to loss or damage to all or part of the Property, under insurance policy/file number PRDGY00397, in the amount of Two Hundred Fifteen Thousand, Eight Hundred Sixty One and 84/100 Dollars (\$215,861.84), as more particularly described in Exhibit "D," attached hereto.

2.02 Earnest Money. Buyer shall deposit the sum of One Hundred and No/100 Dollars (\$100.⁰⁰), as Earnest Money (herein so called) with Lubbock Abstract and Title Company, 1216 Texas Avenue, Lubbock, Texas 79401 (the "Title Company"), as escrow agent, on or before fourteen (14) calendar days after the Effective Date hereof. All interest earned thereon shall become part of the Earnest Money and shall be applied or disposed of in the same manner as the original Earnest Money deposit, as provided in this Contract. If the purchase contemplated hereunder is consummated in accordance with the terms and the provisions hereof, the Earnest Money, together with all interest earned thereon, shall be applied to the Purchase Price at Closing. In all other events, the Earnest Money, and the interest accrued thereon, shall be disposed of by the Title Company as provided in this Contract.

2.03 Independent Contract Consideration. On or before fourteen (14) calendar days after the Effective Date, Buyer shall deliver to the Title Company, payable to and for the benefit of Seller, a check in the amount of One Hundred and No/100 Dollars (\$100.⁰⁰) (the "Independent Contract Consideration"), which amount the parties hereby acknowledge and agree has been bargained for and agreed to as consideration for Seller's execution and delivery of the Contract. The Independent Contract Consideration is in addition to, and independent of any other consideration or payment provided in this Contract, is non-refundable, and shall be retained by Seller notwithstanding any other provision of this Contract.

ARTICLE III
TITLE AND SURVEY

3.01 Title Commitment.

- (a) Within thirty (30) calendar days after the Effective Date, Seller shall cause to be furnished to Buyer a current Commitment for Title Insurance (the "Title Commitment") for the Property, issued by the Title Company. The Title Commitment shall set forth the state of title to the Property, including a list of liens, mortgages, security interests, encumbrances, pledges, assignments, claims, charges, leases (surface, space, mineral, or otherwise), conditions, restrictions, options, severed mineral or royalty interests, conditional sales contracts, rights of first refusal, restrictive covenants, exceptions, easements (temporary or permanent), rights-of-way, encroachments, or any other outstanding claims, interests, estates or equities of any nature (each of which are referred to herein as an "Exception").
- (b) Along with the Title Commitment, Seller shall also cause to be delivered to Buyer, at Buyer's sole cost and expense:
- (i) true and correct copies of all instruments that create or evidence Exceptions (the "Exception Documents"), including those described in the Title Commitment as exceptions to which the conveyance will be subject and/or which are required to be released or cured at or prior to Closing; and
 - (ii) a currently dated Uniform Commercial Code Financing Statement search ("UCC Search") from the Secretary of State of Texas and the appropriate county official responsible for filing UCC financing statements for fixtures, covering (1) the Seller; (2) the Property; and (3) any other known owner of the Property during the past five (5) years, together with any and all financing statements listed in this search.

3.02 Survey. Within forty-five (45) calendar days after the Effective Date, Seller shall cause to be prepared at Buyer's expense, a current on the ground ALTA survey of the Property (the "Survey"). The contents of the Survey shall be prepared by a surveyor selected by Buyer and shall include the matters prescribed by Buyer, which may include but not be limited to, Items 1, 2, 3, 4, 6, 7(a) and (c), 8, 11(a), 13, 16 and 18 of Table A of the Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, along with a depiction of the location of all roads, streets, easements and rights of way, both on and adjoining the Property, water courses, 100 year flood plain, fences and improvements and structures of any kind. The Survey shall describe the size of the Property, in acres, and contain a metes and bounds description thereof. Seller shall furnish or cause to be furnished any affidavits, certificates, assurances, and/or resolutions as required by the Title Company in order to amend the survey exception as required by **Section 3.05**, below. The description of the Property as set forth in the Survey, at the Buyer's election, shall be used to describe the Property in the deed to convey the Property to Buyer and

shall be the description set forth in the Title Policy.

3.03 Review of Title Commitment, Survey and Exception Documents. Buyer shall have a period of fifteen (15) calendar days (the “Title Review Period”) commencing with the day Buyer receives the last of the Title Commitment, the UCC Search, the Survey, and the Exception Documents, in which to give written notice to Seller, specifying Buyer’s objections to one or more of the items (“Objections”), if any. All items set forth in the Schedule C of the Title Commitment, and all other items set forth in the Title Commitment which are required to be released or otherwise satisfied at or prior to Closing, shall be deemed to be Objections without any action by Buyer.

3.04 Seller’s Obligation to Cure; Buyer’s Right to Terminate. The Seller shall, within twenty five (25) calendar days after Seller is provided notice of Objections, either satisfy the Objections at Seller’s sole cost and expense or promptly notify Buyer in writing of the Objections that Seller cannot or will not satisfy at Seller’s expense. Notwithstanding the foregoing sentence, Seller shall, in any event, be obligated to cure those Objections or Exceptions that have been voluntarily placed on or against the Property by Seller after the Effective Date. If Seller fails or refuses to satisfy any Objections that Seller is not obligated to cure within the allowed twenty five (25) calendar day period, or any extension thereof as agreed to by Buyer, then Buyer has the option of either:

- (a) waiving the unsatisfied Objections by, and only by, notice in writing to Seller any time prior to Closing, in which event those Objections shall become Permitted Exceptions (herein so called), or
- (b) terminating this Contract by notice in writing to Seller any time prior to Closing and receiving back the Earnest Money, in which latter event Seller and Buyer shall have no further obligations, one to the other, with respect to the subject matter of this Contract.

3.04.A Additional Title Commitment. In the event the effective period of the Title Commitment shall expire prior to Closing, upon request of Buyer, Seller shall cause to be furnished to Buyer, no earlier than ninety (90) calendar days after the Effective Date and no later than one hundred (100) calendar days after the Effective Date, a Title Commitment (“Updated Commitment”), in the form of the Title Commitment prescribed by **Section 3.01**, above. Buyer shall have ten (10) calendar days to review and provide Objections, if any, to the items in the Updated Commitment in the same manner as prescribed by **Section 3.03** related to the Title Commitment. All time periods related to review and cure of the Objections, waiver of uncured Objections and termination of this Contract, as set forth in this **Article III**, shall be applicable to the objections by Buyer to the Updated Commitment, if any, and Closing shall be extended to accommodate such review and cure period.

3.05 Title Policy. At Closing, Seller, at Buyer’s sole cost and expense, shall cause a standard Texas Owner’s Policy of Title Insurance (“Title Policy”) to be furnished to

Buyer. The Title Policy shall be issued by the Title Company, in the amount of the Purchase Price and insuring that Buyer has indefeasible fee simple title to the Property, subject only to the Permitted Exceptions. The Title Policy may contain only the Permitted Exceptions and shall contain no other exceptions to title, with the standard printed or common exceptions amended or deleted as follows:

- (a) survey exception must be amended if required by Buyer to read “shortages in area” only (although Schedule C of the Title Commitment may condition amendment on the presentation of an acceptable survey and payment, to be borne solely by Buyer, of any required additional premium);
- (b) no exception will be permitted for “visible and apparent easements” or words to that effect (although reference may be made to any specific easement or use shown on the Survey, if a Permitted Exception);
- (c) no exception will be permitted for “rights of parties in possession”;
- (d) no liens will be shown on Schedule B.

Notwithstanding the enumeration of the following exceptions, amendments and/or deletions, Buyer may object to any Exception or other title matter it deems material, in its sole discretion.

ARTICLE IV **FEASIBILITY REVIEW PERIOD**

4.01 Review Period.

(a) Any term or provision of this Contract notwithstanding, the obligations of Buyer specified in this Contract are wholly conditioned on Buyer’s having determined, in Buyer’s sole and absolute discretion, during the period commencing with the Effective Date of this Contract and ending ninety (90) calendar days thereafter (the “Absolute Review Period”), based on such tests, examinations, studies, investigations and inspections of the Property the Buyer deems necessary or desirable, including but not limited to studies or inspections to determine the existence of any environmental hazards or conditions, performed at Buyer’s sole cost, that Buyer finds the Property suitable for Buyer’s purposes. Buyer is granted the right to conduct engineering studies of the Property, and to conduct a physical inspection of the Property, including inspections that invade the surface and subsurface of the Property including, without limitation, improvements located on the Land.

(b) Buyer is hereby granted the option to extend the Absolute Review Period an additional forty five (45) days (for a total of one hundred thirty five (135), days) by providing to Seller written notice of the exercise of such option, along with the tender of the sum of One Thousand and no/100 Dollars (\$1,000.00) to the Title Company for the

benefit of Seller, anytime prior to ninety (90) days after the Effective Date. In the event such option to extend is exercised, the entire review period (i.e., a period of one hundred thirty five (135) days) shall be referred to in this Contract as the "Absolute Review Period".

(c) If Buyer determines, in its sole judgment, that the Property is not suitable, for any reason, for Buyer's intended use or purpose, the Buyer may terminate this Contract by written notice to the Seller, as soon as reasonably practicable, but in any event prior to the expiration of the Absolute Review Period, in which case the Earnest Money will be returned to Buyer, and neither Buyer nor Seller shall have any further duties or obligations hereunder.

ARTICLE IVA **AS-IS SALE**

4.01A. **AS-IS Sale.** Buyer, subject to the representations, warranties, covenants and agreements provided by Seller in Article V, below, expressly acknowledges that the Property is being sold, conveyed, granted and accepted **AS-IS, WHERE-IS WITH ALL FAULTS**, and, except as expressly set forth in **Article V**, below, Seller makes no representations or warranties, express or implied, with respect to the physical condition or any other aspect of the Property, including without limitation: (i) the structural integrity of improvements on such properties; and (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on such properties (collectively, the "Property Condition"). EXCEPT AS PROVIDED IN ARTICLE V, BELOW, AND WARRANTIES OF TITLE PROVIDED IN THE GENERAL WARRANTY DEED, BUYER HEREBY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS IT MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATED TO THE PROPERTY, ANY IMPROVEMENTS THEREON OR THE PROPERTY CONDITION.

ARTICLE V **REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS**

5.01 Representations and Warranties of Seller. To induce Buyer to enter into this Contract and consummate the sale and purchase of the Property in accordance with the terms and provisions herewith, Seller represents and warrants to Buyer as of the Effective Date and as of the Closing Date, except where specific reference is made to another date, that:

(a) The descriptive information concerning the Property set forth in this Contract is

complete, accurate, true and correct.

- (b) There are no adverse or other parties in possession of the Property or any part thereof, and no party has been granted any license, lease or other right related to the use or possession of the Property, or any part thereof, except those described in the Leases, as defined in **Article V, Section 5.02(a)**.
- (c) The Seller has good and indefeasible fee simple title to the Property, subject only to the Permitted Exceptions.
- (d) The Seller has the full right, power, and authority to sell and convey the Property as provided in this Contract and to carry out Seller's obligations hereunder.
- (e) The Seller has not received notice of, and has no other knowledge or information of, any pending or threatened judicial or administrative action, or any action pending or threatened by adjacent landowners or other persons against or affecting the Property, other than (i) Cause No. 2013-508,039, 237th District Court, Lubbock County, Texas, Lis Pendens recorded under Clerk's File No. 2013032427, Official Public Records, Lubbock County, Texas; and (ii) Cause No. 2013-71528, 234th District Court, Harris County, Texas, Lis Pendens recorded under Clerk's File No. 2013047311, Official Public Records, Lubbock, Texas
- (f) The Seller has disclosed to Buyer in writing of any and all facts and circumstances relating to the physical condition of the Property that may materially and adversely affect the Property and/or operation thereof, or any portion thereof, of which Seller has knowledge.
- (g) The Seller has paid all real estate and personal property taxes, assessments, excises, and levies that are presently due, if any, which are against or are related to the Property, or will be due as of the Closing, other than the Liens, and the Property will be subject to no such liens.
- (h) Seller has not contracted or entered into any agreement with any real estate broker, agent, finder, or any other party in connection with this transaction or taken any action which would result in any real estate broker commissions or finder's fee or other fees payable to any other party with respect to the transactions contemplated by this Contract.
- (i) Except for mold and/or asbestos and/or asbestos containing materials, to the best of Seller's knowledge, there has not occurred the disposal or release of any Chemical Substance, as defined below, to, on or from the Property.
- (j) All Leases, as defined in **Article V, Section 5.02(a)**, shall have expired or otherwise terminated and any and all tenants or parties occupying the Property pursuant to the Leases shall have permanently abandoned and vacated the Property on or before the date of Closing.

- (k) The Seller is not a “foreign person” as defined in Section 1445 of the Internal Revenue Code of 1986, as amended.
- (l) All Personal Property (as defined below) located on or in the Property is owned by Seller and no other person or entity has any claim to, or any interest in, any such Personal Property.

5.02 Covenants and Agreements of Seller. Seller covenants and agrees with Buyer as follows:

- (a) Unless stated otherwise, on or before ten (10) calendar days after the Effective Date, Seller, at Seller’s sole cost and expense, shall deliver to Buyer, with respect to the Property, true, correct, and complete copies of the following:
 - (i) All lease agreements and/or occupancy agreements and/or licenses of any kind or nature (if oral, Seller shall provide to Buyer in writing all material terms thereof) relating to the possession of the Property, or any part thereof, including any and all modifications, supplements, and amendments thereto (the “Leases”).
 - (ii) All environmental audits, soil tests and engineering and feasibility reports, inspection reports and any other document of any kind relating to the Property, including without limitation, improvements located on the Land, including any and all modifications, supplements and amendments thereto, that Seller possesses or has the right to receive.
 - (iii) All insurance policies covering the Property, including any improvements located thereon.
- (b) From the Effective Date until the date of Closing or earlier termination of this Contract, Seller shall:
 - (i) Not enter into any written or oral contract, lease, easement or right of way agreement, conveyance or any other agreement of any kind with respect to, or affecting, the Property that will not be fully performed on or before Closing or would be binding on Buyer or the Property after the date of Closing.
 - (ii) Advise the Buyer promptly of any litigation, arbitration, or administrative hearing concerning or affecting the Property.
 - (iii) Not take, or omit to take, any action that would result in a violation of the representations, warranties, covenants, and agreements of Seller.
 - (iv) Not sell, assign, lease or convey any right, title or interest whatsoever in or

to the Property, or create, grant or permit to be attached or perfected, any lien, encumbrance, or charge thereon.

- (v) Maintain, in all respects, all insurance coverage covering any losses or claims of any kind related to all or any part of the Property, including any improvements located thereon, in effect as of April 1, 2014.
- (c) Seller shall indemnify and hold Buyer harmless from all loss, liability, and expense, including, without limitation, reasonable attorneys' fees and costs, arising or incurred as a result of any liens or claims resulting from labor or materials furnished to the Property under any written or oral contracts arising or entered into prior to Closing.
- (d) Seller consents to Buyer applying for any zoning amendments, permit applications, and/or pursuing any other activity deemed necessary by Buyer to obtain all local regulatory approvals and consents to operate the Property as desired by Buyer (the "Permitting Activities"). Seller covenants and agrees to timely execute and deliver any applications and/or other documents, as owner of the Property, deemed necessary by the Buyer related to the Permitting Activities.
- (e) **Environmental Matters.**

As used in this Contract:

- (i) "Chemical Substances" shall mean any chemical substance or substances that constitute any sort of pollutants, contaminants, chemicals, raw materials, metals, intermediates, products, industrial, solid, toxic or hazardous substances, materials, wastes, polychlorinated biphenyls, or petroleum products, including crude oil or any derived product or component thereof, including, without limitation, gasoline and any material or substance of any kind containing any of the above.
- (ii) "Release" shall mean any spilling, leaking, pumping, pouring, emitting, spraying, emptying, discharging, escaping, leaching, dumping or disposing, in any way, manner or form, of any Chemical Substance into the environment (including, but not limited to, the ambient air, surface water, groundwater and/or land surface or subsurface strata) of any kind whatsoever (including without limitation the abandonment or temporary abandonment or discarding of barrels, containers, tanks or other receptacles containing or previously containing any Chemical Substance).
- (f) Seller shall remove, at its expense, all personal property and trade fixtures (collectively, "Personal Property"), from the Property on or before Closing. Any Personal Property remaining on or within the Property after Closing shall be deemed abandoned for all purposes and may be disposed of by Buyer at Seller's expense, in any manner deemed acceptable by Buyer, or retained and/or sold by

Buyer, in its sole and absolute discretion. Further, Seller shall execute and deliver to Buyer at Closing a written stipulation and waiver (“Waiver”), in form and substance satisfactory to Buyer, expressly stipulating that all Personal Property has been removed from the Property and waiving any and all rights Seller may have in or to any Personal Property that may remain on the Property.

In the event that Personal Property remains on or within the Property after Closing in violation of the terms of this Contract, Buyer shall owe no duty to protect such Personal Property, and shall, in no event, be liable or responsible to Seller or any other person or entity for loss, damage or destruction of same. Any proceeds received by Buyer for the Personal Property shall be the property of Buyer. Upon request of Buyer, Seller shall execute and deliver to Buyer a Bill of Sale (herein so called), in form and substance satisfactory to Buyer, assigning the Personal Property, or portion thereof, as dictated by Buyer, to Buyer.

SELLER SHALL INDEMNIFY AND HOLD BUYER HARMLESS, FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, DAMAGE CLAIM AND/OR EXPENSE, INCLUDING WITHOUT LIMITATION, REASONABLE ATTORNEYS’ FEES AND COSTS, ARISING FROM, OR RELATED TO THE PERSONAL PROPERTY, INCLUDING WITHOUT LIMITATION, (I) THE FAILURE TO COMPLY WITH THIS ARTICLE V BY SELLER; AND (II) ANY CLAIM ASSERTED BY ANY PERSON OR ENTITY RELATED TO THE OWNERSHIP, DAMAGE, LOSS, OR DISPOSAL OF THE PERSONAL PROPERTY, INCLUDING, WITHOUT LIMITATION, ANY SUCH CLAIMS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, OF ANY KIND, TYPE OR DEGREE, OF BUYER.

5.02A Stipulation of Buyer. Buyer stipulates the following:

(a) Buyer, subject to the representations, warranties, covenants and agreements provided by Seller in this Article V, stipulates that it is (i) relying upon its own investigation of the Property; (ii) not relying upon any reports the Seller has furnished or will furnish or any oral or written statement of Seller or any of the Seller’s agents; and (iii) relying upon its own due diligence in making its determination about whether to buy the Property. Except as expressly provided by Seller pursuant to the representations, warranties, covenants and agreements in this Article V, Buyer is not relying upon any oral or written statement of the Seller, or any of the Seller’s agents, in making its determination to buy the Property.

5.03 Survival Beyond Closing. Notwithstanding anything to the contrary contained in this Contract, the representations, warranties, covenants and agreements of Seller contained in this Contract shall survive the Closing, and shall not, in any circumstance, be merged with the General Warranty Deed, as described in **Article VII, Section 7.02(a)**.

ARTICLE VI
CONDITIONS PRECEDENT TO PERFORMANCE

6.01 Performance of Seller's Obligations. Buyer is not obligated to perform under this Contract unless, within the designated time periods, all of the following shall have occurred:

- (a) Seller has performed, furnished, or caused to be furnished to Buyer all items required to be so performed or furnished under other sections of this Contract; and
- (b) Seller cures or Buyer waives in writing, within the time periods specified in **Article III**, all of Buyer's objections made in accordance with **Article III**.

6.02 Breach of Seller's Representations, Warranties, Covenants and Agreements. Buyer is not obligated to perform under this Contract unless all representations, warranties, covenants and agreements of Seller contained in this Contract are true and correct or have been performed, as applicable, as of Closing, except where specific reference is made to another date.

6.03 Adverse Change. Buyer is not obligated to perform under this Contract, if on the date of Closing, any portion of the Property has been condemned or is the subject of condemnation, eminent domain, or other material proceeding, or the Property, or any part thereof, has been materially or adversely impaired in any manner.

6.04 Review Period. Buyer is not obligated to perform under this Contract if Buyer delivers notice to Seller pursuant to **Article IV, Section 4.01** that Buyer has determined that the Property is unsuitable to or for Buyer's purposes.

6.05 Buyer's Right to Waive Conditions Precedent. Notwithstanding anything contained in this Contract to the contrary, Buyer may, at Buyer's option, elect to waive any of the conditions precedent to the performance of Buyer's obligations under this Contract by giving to the Seller, at any time prior to Closing, a written waiver specifying the waived condition precedent.

6.06 Buyer's Termination if Conditions Precedent Not Satisfied or Waived. If any of the conditions precedent to the performance of Buyer's obligations under this Contract have not been satisfied by Seller or waived by the Buyer, the Buyer may, by giving written notice to Seller, terminate this Contract. On Buyer's termination, the Earnest Money shall be immediately returned to Buyer by the Title Company. The Seller shall, on written request from Buyer, promptly issue the instructions necessary to instruct the Title Company to return to Buyer the Earnest Money and, thereafter, except as otherwise provided in this Contract, Buyer and Seller shall have no further obligations under this Contract, one to the other.

6.07 Notice of Failure of Condition Precedent. In the event any of the conditions precedent to the performance of Buyer's obligations under this Contract have not been satisfied by Seller or waived by Buyer, and Buyer possesses actual knowledge of such

failure, Buyer will provide notice of such failure to Seller and, in the event of a failure of a condition precedent set forth in Section 6.02, above, a ten (10) day opportunity to cure in favor of Seller, prior to Closing.

ARTICLE VII **CLOSING**

7.01 Date and Place of Closing. The Closing (herein so called) shall take place in the offices of the Title Company and shall be accomplished through an escrow to be established with the Title Company, as escrowee. The Closing Date shall be the earlier to occur of (a) satisfaction or occurrence of all conditions precedent to Buyer's obligations to perform hereunder, as determined by Buyer, or waiver of same by Buyer, but in no event to be later than the date provided in subparagraph (b), below; and (b) either (i) ninety (90) calendar days after the Effective Date; or, (ii) in the event that the Absolute Review Period is extended by Buyer, as provided in Section 4.01(b), above, one hundred thirty five (135) calendar days of the Effective Date, unless otherwise provided in this Contract, or as may be mutually agreed upon by Buyer and Seller (the "Closing Date").

7.02 Items to be Delivered at the Closing.

- (a) **Seller.** At the Closing, Seller shall deliver or cause to be delivered to Buyer or the Title Company, at the expense of the party designated herein, the following items:
- (i) The Title Policy, in the form specified in **Article III, Section 3.05**;
 - (ii) The General Warranty Deed, substantially in the form as attached hereto as Exhibit "B", subject only to the Permitted Exceptions, if any, duly executed by Seller and acknowledged;
 - (iii) An updated UCC Search, dated not more than (3) days prior to Closing, showing no filings against or with respect to the Property;
 - (iv) The Waiver and/or Bill of Sale as provided in Article V, Section 5.02(f), if requested by Buyer; and
 - (v) Other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.
- (b) **Buyer.** At the Closing, Buyer shall deliver to Seller or the Title Company, the following items:
- (i) The sum required by **Article II, Section 2.01**, less the Earnest Money and interest earned thereon, in the form of a check or cashier's check or other immediately available funds;

- (ii) The Release of Liens, substantially in the form as attached hereto as Exhibit "C," duly executed by Buyer and acknowledged;
- (iii) The Release of Insurance Proceeds, substantially in the form as attached hereto as Exhibit "D," duly executed by Buyer; and
- (iv) Other items reasonably requested by the Title Company as administrative requirements for consummating the Closing.

7.03 Adjustments at Closing. Notwithstanding anything to the contrary contained in this Contract and without limiting the general application of the provisions of **Section 5.03**, above, the provisions of this **Article VII, Section 7.03** shall survive the Closing. The following item shall be adjusted or prorated between Seller and Buyer with respect to the Property:

- (a) Ad valorem taxes relating to the Property for the calendar year in which the Closing shall occur shall be prorated between Seller and Buyer as of the Closing Date. If the actual amount of taxes for the calendar year in which the Closing shall occur is not known as of the Closing Date, the proration at Closing shall be based on the amount of taxes due and payable with respect to the Property for the preceding calendar year. As soon as the amount of taxes levied against the Property for the calendar year in which Closing shall occur is known, Seller and Buyer shall readjust in cash the amount of taxes to be paid by each party with the result that Seller shall pay for those taxes attributable to the period of time prior to the Closing Date (including, but not limited to, subsequent assessments for prior years due to change of land usage or ownership occurring prior to the Closing Date) and Buyer shall pay for those taxes attributable to the period of time commencing with the Closing Date.

7.04 Possession at Closing. Possession of the Property shall be delivered to Buyer at Closing.

7.05 Costs of Closing. Each party is responsible for paying the legal fees of its counsel, in negotiating, preparing, and closing the transaction contemplated by this Contract. Seller is responsible for paying fees, costs and expenses identified herein as being the responsibility of Seller. Buyer is responsible for paying fees, costs and expenses identified herein as being the responsibility of Buyer. If the responsibility for such costs or expenses associated with closing the transaction contemplated by this Contract are not identified herein, such costs or expenses shall be allocated between the parties in the customary manner for closings of real property similar to the Property in Lubbock County, Texas.

ARTICLE VIII **DEFAULTS AND REMEDIES**

8.01 Seller's Defaults and Buyer's Remedies.

- (a) **Seller's Defaults.** Seller is in default under this Contract on the occurrence of any one or more of the following events:
- (i) Any of Seller's warranties or representations contained in this Contract are untrue on the Closing Date; or
 - (ii) Seller fails to meet, comply with or perform any covenant, agreement, condition precedent or obligation on Seller's part required within the time limits and in the manner required in this Contract; or
 - (iii) Seller fails to deliver at Closing, the items specified in **Article VII, Section 7.02(a)** of this Contract for any reason other than a default by Buyer or termination of this Contract by Buyer pursuant to the terms hereof prior to Closing.
- (b) **Buyer's Remedies.** If Seller is in default under this Contract, Buyer as Buyer's remedies for the default, may, at Buyer's sole option, do any and all of the following:
- (i) Terminate this Contract by written notice delivered to Seller in which event the Buyer shall be entitled to a return of the Earnest Money, and Seller shall, promptly on written request from Buyer, execute and deliver any documents necessary to cause the Title Company to return to Buyer the Earnest Money;
 - (ii) Enforce specific performance of this Contract against Seller, requiring Seller to convey the Property to Buyer subject to no liens, encumbrances, exceptions, and conditions other than those shown on the Title Commitment, whereupon Buyer shall waive title objections, if any, and accept such title without reduction in Purchase Price on account of title defects and shall be entitled to assert any rights for damages based on Seller's representations, warranties and obligations; and
 - (iii) Seek other recourse or relief as may be available to Buyer at or by law, equity, contract or otherwise. It is expressly agreed that the exercise of any right or remedy by Buyer shall not preclude the concurrent or subsequent exercise of any other right or remedy, and all rights and remedies shall be cumulative. Buyer shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy.

8.02 Buyer's Default and Seller's Remedies.

- (a) **Buyer's Default.** Buyer is in default under this Contract if Buyer fails to deliver at Closing the items specified in **Article VII, Section 7.02(b)** of this Contract for any reason other than a default by Seller under this Contract or termination of this

Contract by Buyer pursuant to the terms hereof prior to Closing.

- (b) **Seller's Remedy.** If Buyer is in default under this Contract, Seller, as Seller's sole and exclusive remedy for the default, may:
 - (i) Terminate this Contract by written notice delivered to Buyer in which event the Seller shall be entitled to a return of the Earnest Money, and Buyer shall, promptly on written request from Seller, execute and deliver any documents necessary to cause the Title Company to return to Seller the Earnest Money.

ARTICLE IX
MISCELLANEOUS

9.01 Notice. All notices, demands, requests, and other communications required hereunder shall be in writing, delivered, unless expressly provided otherwise in this Contract, by telephonic facsimile, by hand delivery or by United States Mail, and shall be deemed to be delivered and received, upon the earlier to occur of (a) the date provided if provided by telephonic facsimile or hand delivery, and (b) the date of the deposit of, in a regularly maintained receptacle for the United States Mail, registered or certified, return receipt requested, postage prepaid, addressed as follows:

SELLER:

Lubbock Omni Office, Inc,
Attn: Hung Phuoc Nguyen
20119 Baldwin Oak
Katy, Texas 77449
Telephone: (832) 321-4592

BUYER:

City of Lubbock
Dave Booher
Right of Way Agent
1625 13th St
Lubbock, Texas 79401
Telecopy: (806) 775-2352

Copies to:

For Seller:

Law Office of Shane M. Boasberg
2901 Bee Caves Road
Commissioner's House, Box E
Austin, Texas 78746

Telecopy: (512) 561-5004

For Buyer:

Richard Casner
Natural Resources and Utility Attorney
City Attorney's Office
1625 13th St
Lubbock, Texas 79401
Telecopy: (806) 775-2218

9.02 Governing Law and Venue. This Contract is being executed and delivered and is intended to be performed in the State of Texas, the laws of Texas governing the validity, construction, enforcement and interpretation of this Contract. THIS CONTRACT IS PERFORMABLE IN, AND THE EXCLUSIVE VENUE FOR ANY

ACTION BROUGHT WITH RESPECT HERETO, SHALL LIE IN LUBBOCK COUNTY, TEXAS.

9.03 Entirety and Amendments. This Contract embodies the entire agreement between the parties and supersedes all prior agreements and understandings, if any, related to the Property, and may be amended or supplemented only in writing executed by the party against whom enforcement is sought.

9.04 Parties Bound. This Contract is binding upon and inures to the benefit of Seller and Buyer, and their respective successors and assigns. If requested by Buyer, Seller agrees to execute, acknowledge and record a memorandum of this Contract in the Real Property Records of Lubbock County, Texas, imparting notice of this Contract to the public.

9.05 Risk of Loss. If any damage or destruction to the Property shall occur after the Effective Date and prior to Closing, or if any condemnation or any eminent domain proceedings are threatened or initiated that might result in the taking of any portion of the Property, Buyer may, at Buyer's option, do any of the following:

- (a) Terminate this Contract and withdraw from this transaction without cost, obligation or liability, in which case the Earnest Money shall be immediately returned to Buyer; or
- (b) Consummate this Contract, in which case Buyer, with respect to the Property, shall be entitled to receive (i) in the case of such damage or destruction, all insurance proceeds; and (ii) in the case of eminent domain, all proceeds paid for the Property related to the eminent domain proceedings.

Buyer shall have a period of up to twenty (20) calendar days after receipt of written notification from Seller on the final settlement of all condemnation proceedings or insurance claims related to damage or destruction of the Property, including without limitation, of any improvement located on the Property, in which to make Buyer's election. In the event Buyer elects to close prior to such final settlement, then the Closing shall take place as provided in **Article VII**, above, and there shall be assigned by Seller to Buyer at Closing all interests of Seller in and to any and all insurance proceeds or condemnation awards which may be payable to Seller on account of such event. In the event Buyer elects to close upon this Contract after final settlement, as described above, Closing shall be held on the later to occur of (i) the Closing Date; and (ii) five (5) business days after such final settlement.

9.06 Further Assurances. In addition to the acts and deeds recited in this Contract and contemplated to be performed, executed and/or delivered by Seller and Buyer, Seller and Buyer agree to perform, execute and/or deliver, or cause to be performed, executed and/or delivered at the Closing or after the Closing, any further deeds, acts, and assurances as are reasonably necessary to consummate the transactions contemplated

hereby. Notwithstanding anything to the contrary contained in this Contract and without limiting the general application of the provisions of **Section 5.03**, above, the provisions of this **Article IX, Section 9.06** shall survive Closing.

9.07 Time is of the Essence. It is expressly agreed between Buyer and Seller that time is of the essence with respect to this Contract.

9.08 Exhibits. The Exhibits which are referenced in, and attached to this Contract, are incorporated in and made a part of, this Contract for all purposes.

9.09 Delegation of Authority. Authority to take any actions that are to be, or may be, taken by Buyer under this Contract, including without limitation, adjustment of the Closing Date, are hereby delegated by Buyer, pursuant to action by the City Council of Lubbock, Texas, to James Loomis, City Manager of Buyer, or his designee.

9.10 Contract Execution. This Contract of Sale may be executed in any number of counterparts, all of which taken together shall constitute one and the same agreement, and any of the parties hereto may execute this Agreement by signing any such counterpart.

9.11 Business Days. If the Closing Date or the day of performance required or permitted under this Contract falls on a Saturday, Sunday or Lubbock County holiday, then the Closing Date or the date of such performance, as the case may be, shall be the next following regular business day.

9.12 Assignment. Buyer may assign its rights hereunder at any time at or prior to Closing to any other person or entity. Seller agrees that if Buyer assigns its rights under this Contract, such assignment will have the effect of fully releasing Buyer from any and all obligations and duties hereunder without the necessity of further documentation to evidence the same. Notwithstanding the previous sentence, upon any such assignment, Seller agrees to execute any such documents as Buyer may require to further evidence that Buyer has been released from any and all liability with regard to this Contract.

9.13 Arm's Length Transaction. Seller and Buyer acknowledge and stipulate that the transactions contemplated by this Contract constitute arm's length transactions, and neither party hereto is or was under any duress of any kind related to entering to this Contract and/or performance of the terms of this Contract. Seller and Buyer are each represented by legal counsel and consequently, any rules of construction that would tend to construe ambiguities against the drafting party shall not be employed for any use or purpose. Further, Seller and Buyer acknowledge and stipulate that they are currently involved in litigation relating to the Property and that, in the event Closing shall not occur for any reason, Seller and Buyer acknowledge and stipulate that such litigation shall not be affected, except as may be expressly provided by valid order of the Court, by this Contract, any activities related to this Contract and/or the termination of this Contract.

9.14 Expiration of Offer. The execution of this Contract by Seller constitutes, subject to the terms hereof, an irrevocable offer to sell the Property to Buyer. Unless by 5:00 p.m.

on July 11, 2014, this Contract is accepted by Buyer by action of the City Council of Buyer, the offer of this Contract shall be automatically revoked and terminated.

SELLER:

Lubbock Omni Office, Inc., a Texas corporation

By: 

Name: HUNG NGUYEN

Title: PRESIDENT

Executed by Seller on the 30 day of JUNE, 2014.

BUYER:

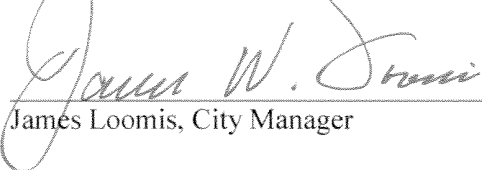
By: GLEN C. ROBERTSON, MAYOR

Executed by Buyer on the _____ day of July, 2014.


ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


James Loomis, City Manager

APPROVED AS TO FORM:


Richard K. Casner, Natural Resources and Utility Attorney

RECEIPT OF AGREEMENT BY TITLE COMPANY

By its execution below, Title Company acknowledges receipt of an executed copy of this Contract. Title Company agrees to comply with, and be bound by, the terms and provisions of this Contract to perform its duties pursuant to the provisions of this Contract and comply with Section 6045(e) of the Internal Revenue Code of 1986, as amended from time to time, and as further set forth in any regulations or forms promulgated thereunder.

TITLE COMPANY:

Lubbock Abstract and Title Company
1216 Texas Avenue
Lubbock, Texas 79401

By: _____

Printed Name: _____

Title: _____

Contract receipt date: _____, 2014

EXHIBIT "A"
to
Contract of Sale

Legal Description
Of
Property

TRACT I:

Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20), Block One Hundred Forty-Seven (147), and that portion of 14th Street lying adjacent to Block 147, ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT II:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block One Hundred Sixty-Four (164), ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT III:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20), Block One Hundred Sixty-Three (163), and that portion of a North-South alley lying between Lots 1-5 and Lots 16-20, Block 163, and that portion of 14th Street lying adjacent to Block 163, ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT IV:

Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), Block One Hundred Forty-Eight (148), ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT V:

An Underground Easement as set forth in instrument dated August 27, 1959, recorded in Volume 762, Page 395, Deed Records of Lubbock County, Texas, described by metes and bounds as follows:

BEGINNING at a point which is 2 feet East of the back of the curb along the East side of Avenue L said point also being 8 feet more or less West of the South West corner of Lot 5, Block 163, Original Town, Lubbock County, Texas;

THENCE North a distance of 130 feet to a point;

THENCE around a curve to the right having a radius of 8 feet to a point 2 feet South of the curb along the South side of 14th Street, said point being approximately 8 feet North of the Northwest corner of Lot 1, said Block 163;

THENCE Easterly parallel to the South curb of 14th Street to a point approximately 8 feet North of the North-east corner of Lot 20, said Block 163;

THENCE around a curve having a radius of approximately 8 feet to a point 2 feet West of the West curb of Avenue K and said point being approximately 8 feet East of the North-east corner of Lot 20, Block 163;

THENCE South a distance of 130 feet, more or less, to a point 2 feet West of the West curb of Avenue K said point being approximately 8 feet East of the Southeast corner of Lot 16, said Block 163;

THENCE West a distance of 8 feet more or less to the Southeast corner of Lot 16, said Block 163;

THENCE North a distance of 130 feet more or less to the Northeast corner of Lot 20, said Block 163;

THENCE West a distance of 125 feet to the Northwest corner of said Lot 20;

THENCE South a distance of 130 feet more or less to the Southwest corner of Lot 16, of said Block 163;

THENCE West a distance of 20 feet to the Southeast corner of Lot 5, of said Block 163;

THENCE North a distance 130 feet more or less to the Northeast corner of Lot 1, said Block 163;

THENCE West a distance of 125 feet to the Northwest corner of said Lot 1;

THENCE South a distance of 130 feet, more or less, to Southwest corner of Lot 5, of said Block 163;

THENCE West a distance of 8 feet more or less to the **POINT OF BEGINNING**.

TRACT VI:

An Aerial Easement as set forth in instrument dated August 27, 1959, recorded in Volume 762, Page 395, Deed Records, Lubbock County, Texas, described by metes and bounds as follows:

BEGINNING at a point which is the Southeast corner of Lot 5, Block 163, of Original Town, City of Lubbock;

THENCE North a distance of 130 feet, more or less to a point which is the Northeast corner of Lot 1, said Block 163;

THENCE West a distance of 125 feet, more or less to a point which is the Northwest corner of said Lot 1;

THENCE North a distance of 8 feet, more or less to a point which is 2 feet South of the South curb of 14th Street;

THENCE East parallel to the South curb of 14th Street a distance of 270 feet, more or less to a point that is 8 feet, more or less North of the Northeast corner of Lot 20, said Block 163;

THENCE South a distance of 8 feet, more or less to the Northeast corner of said Lot 20;

THENCE West a distance of 125 feet, more or less to the Northwest corner of said Lot 20;

THENCE South 130 feet, more or less to the Southwest corner of Lot 16, said Block 163;

THENCE West a distance of 20 feet, more or less to the **POINT OF BEGINNING**.

EXHIBIT "B"
to
Contract of Sale

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED

STATE OF TEXAS §

COUNTY OF LUBBOCK § KNOW ALL MEN BY THESE PRESENTS

That Lubbock Omni Office, Inc., a Texas corporation (herein called "Grantor"), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to Grantor in hand paid by the City of Lubbock, Texas, a Texas home rule municipal corporation (herein called "Grantee"), 1625 13th St., Lubbock, Texas 79457, the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto Grantee all the real property in Lubbock County, Texas being particularly described on Exhibit "A", attached hereto and made a part hereof for all purposes, and being located in Lubbock County, Texas, together with any and all rights or interests of Grantor in and to adjacent streets, alleys and rights of way and together with all and singular the improvements and fixtures thereon and all other rights and appurtenances thereto (collectively, the "Property").

Exceptions to conveyance and warranty:

[Insert Permitted Exceptions, if any]

Grantee, subject to the representations, warranties, covenants and agreements provided in

Article V of that certain Contract of Sale, dated July, 2014, by and between Grantor and Grantee (the "Contract of Sale"), expressly acknowledges that the Property is conveyed, granted and accepted **AS-IS, WHERE-IS WITH ALL FAULTS**, and, except as expressly set forth in **Article V** of the Contract of Sale, Grantor makes no representations or warranties, express or implied, with respect to the physical condition or any other aspect of the Property, including without limitation: (i) the structural integrity of improvements on such properties, if any; and (ii) the manner, construction, condition and state of repair or lack of repair of any improvements on such properties (collectively, the "Property Condition"). EXCEPT AS PROVIDED IN ARTICLE V OF THE CONTRACT OF SALE AND WARRANTIES OF TITLE MADE IN THIS DEED, GRANTEE HEREBY WAIVES ANY AND ALL ACTUAL OR POTENTIAL RIGHTS IT MIGHT HAVE REGARDING ANY FORM OF WARRANTY, EXPRESS OR IMPLIED OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE RELATED TO THE PROPERTY, ANY IMPROVEMENTS THEREON OR THE PROPERTY CONDITION.

Grantor hereby conveys and assigns, without recourse or representation, to Grantee, any and all claims or causes of action, either at law, equity, or by statute, that Grantor may have for or related to any errors, omissions, defects in or damage or injury to the Property, whether temporary or permanent, and whether latent or patent, it being stipulated by Grantor that this provision is to be provided the broadest possible interpretation in favor of Grantee.

This Deed, and the conveyances and grants hereof, are subject to the terms, provisions and agreements of that certain Contract of Sale.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee and Grantee's successors and assigns forever; and Grantor does hereby bind Grantor and Grantor's successors and

assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED the _____ day of _____, 2014.

Lubbock Omni Office, Inc., a Texas corporation

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

THE STATE OF _____ §

COUNTY OF _____ §

This instrument was acknowledged before me on _____, _____, 2014 by _____, _____ of Lubbock Omni Office, Inc., a Texas corporation, on behalf of said corporation.

Notary Public, State of Texas
My commission expires: _____

Upon Filing Return To:
City of Lubbock
Dave Booher
Right of Way Agent
1625 13th St
Lubbock, Texas 79401
Telecopy: (806) 775-2352

EXHIBIT "A"
to
General Warranty Deed

Legal Description
Of
Property

TRACT I:

Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20), Block One Hundred Forty-Seven (147), and that portion of 14th Street lying adjacent to Block 147, ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT II:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block One Hundred Sixty-Four (164), ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT III:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20), Block One Hundred Sixty-Three (163), and that portion of a North-South alley lying between Lots 1-5 and Lots 16-20, Block 163, and that portion of 14th Street lying adjacent to Block 163, ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT IV:

Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), Block One Hundred Forty-Eight (148), ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT V:

An Underground Easement as set forth in instrument dated August 27, 1959, recorded in Volume 762, Page 395, Deed Records of Lubbock County, Texas, described by metes and bounds as follows:

BEGINNING at a point which is 2 feet East of the back of the curb along the East side of Avenue L said point also being 8 feet more or less West of the South West corner of Lot 5, Block 163, Original Town, Lubbock County, Texas;

THENCE North a distance of 130 feet to a point;

THENCE around a curve to the right having a radius of 8 feet to a point 2 feet South of the curb along the South side of 14th Street, said point being approximately 8 feet North of the Northwest corner of Lot 1, said Block 163;

THENCE Easterly parallel to the South curb of 14th Street to a point approximately 8 feet North of the North-east corner of Lot 20, said Block 163;

THENCE around a curve having a radius of approximately 8 feet to a point 2 feet West of the West curb of Avenue K and said point being approximately 8 feet East of the North-east corner of Lot 20, Block 163;

THENCE South a distance of 130 feet, more or less, to a point 2 feet West of the West curb of Avenue K said point being approximately 8 feet East of the Southeast corner of Lot 16, said Block 163;

THENCE West a distance of 8 feet more or less to the Southeast corner of Lot 16, said Block 163;

THENCE North a distance of 130 feet more or less to the Northeast corner of Lot 20, said Block 163;

THENCE West a distance of 125 feet to the Northwest corner of said Lot 20;

THENCE South a distance of 130 feet more or less to the Southwest corner of Lot 16, of said Block 163;

THENCE West a distance of 20 feet to the Southeast corner of Lot 5, of said Block 163;

THENCE North a distance 130 feet more or less to the Northeast corner of Lot 1, said Block 163;

THENCE West a distance of 125 feet to the Northwest corner of said Lot 1;

THENCE South a distance of 130 feet, more or less, to Southwest corner of Lot 5, of said Block 163;

THENCE West a distance of 8 feet more or less to the **POINT OF BEGINNING**.

TRACT VI:

An Aerial Easement as set forth in instrument dated August 27, 1959, recorded in Volume 762, Page 395, Deed Records, Lubbock County, Texas, described by metes and bounds as follows:

BEGINNING at a point which is the Southeast corner of Lot 5, Block 163, of Original Town, City of Lubbock;

THENCE North a distance of 130 feet, more or less to a point which is the Northeast corner of Lot 1, said Block 163;

THENCE West a distance of 125 feet, more or less to a point which is the Northwest corner of said Lot 1;

THENCE North a distance of 8 feet, more or less to a point which is 2 feet South of the South curb of 14th Street;

THENCE East parallel to the South curb of 14th Street a distance of 270 feet, more or less to a point that is 8 feet, more or less North of the Northeast corner of Lot 20, said Block 163;

THENCE South a distance of 8 feet, more or less to the Northeast corner of said Lot 20;

THENCE West a distance of 125 feet, more or less to the Northwest corner of said Lot 20;

THENCE South 130 feet, more or less to the Southwest corner of Lot 16, said Block 163;

THENCE West a distance of 20 feet, more or less to the **POINT OF BEGINNING**.

EXHIBIT "C"
To
Contract of Sale

RELEASE OF LIENS

STATE OF TEXAS §

COUNTY OF LUBBOCK § KNOW ALL MEN BY THESE PRESENTS

THIS Release of Liens, is dated the ____ day of _____, 2014, executed by the City of Lubbock, Texas, a Texas home rule municipal corporation ("City").

The undersigned City is the owner of, and beneficiary under, those certain Notice of Liens (collectively, the "Liens"), described as follows:

1. Dated July 2, 2012, recorded under Clerk's File No. 2012026354, Official Public Records, Lubbock County, Texas.
2. Dated July 2, 2012, recorded under Clerk's File No. 2012026355, Official Public Records, Lubbock County, Texas.
3. Dated December 28, 2012, recorded under Clerk's File No. 2013001143, Official Public Records, Lubbock County, Texas.
4. Dated December 6, 2012, recorded under Clerk's File No. 2012050260, Official Public Records, Lubbock County, Texas.

The Liens encumber certain real property, located in Lubbock County, Texas, being more particularly described in Exhibit "A," attached hereto and made a part hereof (the "Property").

City acknowledges that the amounts secured by the Liens, have been paid, and the undersigned City hereby releases the Property from the Liens.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

Acknowledgement

STATE OF TEXAS

§

COUNTY OF LUBBOCK

§

§

This instrument was acknowledged before me on _____, 2014 by Glen C. Robertson, Mayor of the City of Lubbock, Texas, on behalf of said City.

Notary Public in and for the State of Texas
My Commission Expires: _____

EXHIBIT "A"
to
Release of Liens

Real Property Description

1. Real Property Encumbered by Notice of Lien, Clerk's file No. 2012026354: lots 11-20, Block 147, Original T Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat or dedication deed thereof recorded in Volume 5, Page 384, Deed Records, Lubbock County, Texas.

2. Real Property Encumbered by Notice of Lien, Clerk's File No. 2012026355: Lots 1-3 and 16-20, Block 163, Original T Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat or dedication deed thereof recorded in Volume 5, Page 384, Deed Records, Lubbock County, Texas.

3. Real Property Encumbered by Notice of Lien, Clerk's file No. 2013001143: lots 1-10, Block 164, Original T Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat or dedication deed thereof recorded in Volume 5, Page 384, Deed Records, Lubbock County, Texas.

4. Real Property Encumbered by Notice of Lien, Clerk's file No. 2012050260: lots 8-10, Block 148, Original T Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat or dedication deed thereof recorded in Volume 5, Page 384, Deed Records, Lubbock County, Texas.

Exhibit "D"
To
Contract of Sale

RELEASE OF INSURANCE PROCEEDS

STATE OF TEXAS §

COUNTY OF LUBBOCK § KNOW ALL MEN BY THESE PRESENTS

THIS Release of Insurance Proceeds ("Release"), is dated this ___ day of ____, 2014, executed and delivered by the City of Lubbock, Texas, a Texas home rule municipal corporation ("City").

The undersigned City, for good and valuable consideration received, the receipt and sufficiency of which is hereby acknowledged, hereby releases all of its right, title and interest in and to the proceeds in the amount of Two Hundred Fifteen Thousand, Eight Hundred Sixty One and 84/100 Dollars (\$215,861.84), payable under insurance policy/file number PRDGY00397, issued by USLI, regarding or related to damage or loss occurring on or about February 18, 2013, to that certain real property being described on Exhibit "A," attached hereto and made a part hereof ("Insurance Proceeds").

It is expressly agreed and stipulated that this Release shall not affect any interest in the real property presently owned, or to be owned in the future, by the City, and that this Release affects only a release of the Insurance Proceeds.

Executed as of the day first written above.

CITY OF LUBBOCK, TEXAS

GLEN C. ROBERTSON, MAYOR

EXHIBIT "A"
to
Release of Insurance Proceeds

Real Property Description

TRACT I:

Lots Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20), Block One Hundred Forty-Seven (147), and that portion of 14th Street lying adjacent to Block 147, ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT II:

Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), and Ten (10), Block One Hundred Sixty-Four (164), ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT III:

Lots One (1), Two (2), Three (3), Four (4), Five (5) and Sixteen (16), Seventeen (17), Eighteen (18), Nineteen (19), and Twenty (20), Block One Hundred Sixty-Three (163), and that portion of a North-South alley lying between Lots 1-5 and Lots 16-20, Block 163, and that portion of 14th Street lying adjacent to Block 163, ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT IV:

Lots Eight (8), Nine (9), Ten (10), Eleven (11), Twelve (12), Thirteen (13), and Fourteen (14), Block One Hundred Forty-Eight (148), ORIGINAL TOWN to the City of Lubbock, Lubbock County, Texas, according to the Map, Plat, and/or Dedication Deed thereof recorded in Volume 5, Page 384, Deed Records of Lubbock County, Texas.

TRACT V:

An Underground Easement as set forth in instrument dated August 27, 1959, recorded in Volume 762, Page 395, Deed Records of Lubbock County, Texas, described by metes and bounds as follows:

BEGINNING at a point which is 2 feet East of the back of the curb along the East side of Avenue L said point also being 8 feet more or less West of the South West corner of Lot 5, Block 163, Original Town, Lubbock County, Texas;

THENCE North a distance of 130 feet to a point;

THENCE around a curve to the right having a radius of 8 feet to a point 2 feet South of the curb along the South side of 14th Street, said point being approximately 8 feet North of the Northwest corner of Lot 1, said Block 163;

THENCE Easterly parallel to the South curb of 14th Street to a point approximately 8 feet North of the North-east corner of Lot 20, said Block 163;

THENCE around a curve having a radius of approximately 8 feet to a point 2 feet West of the West curb of Avenue K and said point being approximately 8 feet East of the North-east corner of Lot 20, Block 163;

THENCE South a distance of 130 feet, more or less, to a point 2 feet West of the West curb of Avenue K said point being approximately 8 feet East of the Southeast corner of Lot 16, said Block 163;

THENCE West a distance of 8 feet more or less to the Southeast corner of Lot 16, said Block 163;

THENCE North a distance of 130 feet more or less to the Northeast corner of Lot 20, said Block 163;

THENCE West a distance of 125 feet to the Northwest corner of said Lot 20;

THENCE South a distance of 130 feet more or less to the Southwest corner of Lot 16, of said Block 163;

THENCE West a distance of 20 feet to the Southeast corner of Lot 5, of said Block 163;

THENCE North a distance 130 feet more or less to the Northeast corner of Lot 1, said Block 163;

THENCE West a distance of 125 feet to the Northwest corner of said Lot 1;

THENCE South a distance of 130 feet, more or less, to Southwest corner of Lot 5, of said Block 163;

THENCE West a distance of 8 feet more or less to the **POINT OF BEGINNING**.

TRACT VI:

An Aerial Easement as set forth in instrument dated August 27, 1959, recorded in Volume 762, Page 395, Deed Records, Lubbock County, Texas, described by metes and bounds as follows:

BEGINNING at a point which is the Southeast corner of Lot 5, Block 163, of Original Town, City of Lubbock;

THENCE North a distance of 130 feet, more or less to a point which is the Northeast corner of Lot 1, said Block 163;

THENCE West a distance of 125 feet, more or less to a point which is the Northwest corner of said Lot 1;

THENCE North a distance of 8 feet, more or less to a point which is 2 feet South of the South curb of 14th Street;

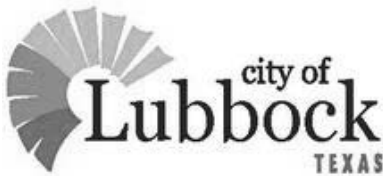
THENCE East parallel to the South curb of 14th Street a distance of 270 feet, more or less to a point that is 8 feet, more or less North of the Northeast corner of Lot 20, said Block 163;

THENCE South a distance of 8 feet, more or less to the Northeast corner of said Lot 20;

THENCE West a distance of 125 feet, more or less to the Northwest corner of said Lot 20;

THENCE South 130 feet, more or less to the Southwest corner of Lot 16, said Block 163;

THENCE West a distance of 20 feet, more or less to the **POINT OF BEGINNING**.



Regular City Council Meeting

6. 7.

Meeting Date: 07/10/2014

Information

Agenda Item

Ordinance Amendment 2nd Reading - Public Works Traffic Engineering: Consider an Ordinance 2014-O0096 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.

Item Summary

On June 26, 2014, the City Council approved the first reading of the ordinance.

The ordinance amendment changes the speed limits along several City and On-System State roads.

On 98th Street between Frankford Avenue and Milwaukee Avenue a new three-lane roadway was constructed as part of the Gateway Streets Projects. The new road consists of one eastbound lane, one westbound lane and a center two-way left turn lane. Speed study results showed that the 85 percentile speed was 53 miles per hour (MPH) for eastbound traffic and 52 MPH for westbound traffic. The proposed speed limit will increase from 45 MPH to 50 MPH. Because the portion of 98th Street, west of Milwaukee Avenue, is unpaved, it will designate as 30 MPH instead of 40 MPH.

Also, part of Gateway Streets Projects, Milwaukee Avenue from 93rd Street to 114th Street was reconstructed from a two lane strip paving to a seven lane thoroughfare with curb and gutter. City staff conducted a speed study which resulted in an 85 percentile speed of 54 MPH. Staff recommends increasing the ordinance speed from 45 MPH to 50 MPH.

Construction of North Slide Road from Marshall Street to Clovis Road (US 84) was completed to a four lane divided highway. The design speed of the roadway is 50 MPH. City staff performed a speed study which was inconclusive because of low traffic volumes on the road. City staff posted signs along the roadway at 50 MPH and recommends that the ordinance reflect the posted, design speed.

A speed study was conducted along Avenue A from Marsha Sharp Freeway (MSF) to 50th Street. Previously the corridor was an On-System State road and designated as US 87 Business. With the change from a State-maintained roadway to a City-maintained roadway, as well as the traffic routing changes after MSF was completed, City staff identified Avenue A for a speed study. The current speed limits along Avenue A are 35 to 50 MPH. The tabulated 85%-tile speed ranged from 41 to 46 MPH for northbound and southbound traffic. Because of the number of access points along Avenue A, the percentage of truck traffic and the traffic signals along the corridor, staff recommends 40 MPH from MSF to 51st Street. There are only "Travel Direction" and "Speed Limit Description" changes for Avenue A from 51st Street to I-27.

Texas Department of Transportation (TxDOT) conducted a speed study on Parkway Drive from I-27 to Loop 289. The 85 percentile speed showed that only the portion of Parkway Drive from the east limits of MSF, at the Parkway Drive Bridge, to Oak Street will increase from 45 MPH to 55 MPH.

TxDOT posts and maintains speed limit signs on State roads. Several roadways require an update in this ordinance

amendment to match the posted speed limit signs. US 87 main lanes from 98th Street to a half mile north of 114th Street is posted at 75 MPH; therefore, the ordinance will be updated for that portion of US 87. This segment of US 87 lies within the City limits. Spur 327 main lanes and frontage roads from West Loop 289 to MSF are posted 50 to 60 MPH. The ordinance reflects the "Speed Limit Description" where signs are posted. Various speed limit descriptions and posted speeds are documented for review in the attachment.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Speed Limit 2014

ORDINANCE No. _____

AN ORDINANCE AMENDING SECTION 20.05.102 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.102 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.102, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.102. Limits on specific Streets, Highways, etc., and portions thereof.

Pursuant to the provisions of Section 20.05.102, speed limits for specific streets, roads, highways and other vehicle ways and portions thereof within the city limits shall be as follows:

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
1	East 4th Street (FM40)	West Only	From East City Limits to 60ft West of Linden Ave.	50
2	East 4th Street (FM40)	West Only	From 60ft West of Linden Ave. to 0.2mi East of Idalou Rd (US 62)	55
3	East 4th Street (FM40)	East Only	From 0.2mi East of Idalou Rd to the East City Limits	50
4	East 4th Street (FM40)	East & West	From 0.2mi East of Idalou Rd (US 62) to Idalou Rd (US 62)	40
5	East 4th Street	East & West	From Idalou Road to M L King, Jr. Blvd.	35
6	4th Street (FM 2255)	East & West	From Elgin Ave. to 0.10mi East of Toledo Ave.	50
7	4th Street (FM 2255)	East & West	From 0.10mi East of Toledo Ave. to 200ft West of Homestead Ave.	45
8	4th Street (FM 2255)	East & West	From 200ft West of Homestead Ave. to 486ft East of Quincy Ave.	50
9	4th Street (FM 2255)	East & West	From 486ft East of Quincy to 0.292mi East of Inler Ave (FM 179)	60
10	4th Street (FM 2255)	East & West	From 0.292mi East of Inler Ave (FM 179) to 0.3mi East of Research Blvd. (Spur 309)	55
11	4th Street (FM 2255)	East & West	From 0.30mi East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
12	East 19th Street	East & West	From East City Limits to East Loop 289	35
13	East 19th Street	East & West	From East Loop 289 to Guava Ave.	40
14	East 19th Street	East & West	From Guava Ave. to Spruce Ave.	30
15	East 19th Street (US 62 / SH 114)	West Only	From M L King, Jr. Blvd. to Canyon Lake Drive	45

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
16	East 19th Street (US 62 / SH 114)	West Only	From Canyon Lake Drive to 80ft West of Birch Ave.	50
17	East 19th Street (US 62 / SH 114)	West Only	From 80ft West of Birch Ave. to Avenue A	35
18	East 19th Street (US 62 / SH 114)	East Only	From Avenue A to Weber Drive	35
19	East 19th Street (US 62 / SH 114)	East Only	From Weber Drive to M L King, Jr. Blvd.	50
20	East 19th Street (US 62 / SH 114)	East & West	From Avenue A to Canton Ave.	35
21	East 19th Street (US 62 / SH 114)	West Only	From Canton Ave. to Gary Ave.	40
22	East 19th Street (US 62 / SH 114)	West Only	Gary Ave. to Orlando Ave.	45
23	East 19th Street (US 62 / SH 114)	East Only	From Marsha Sharp Frwy (US 82) to Canton Ave.	40
24	19th Street (SH 114)	East & West	From Orlando Ave. to West Loop 289	45
25	19th Street (SH 114)	East & West	From West Loop 289 to Juneau Ave.	50
26	19th Street (SH 114)	East & West	From Juneau Ave. to Yuma Ave.	55
27	19th Street (SH 114)	East & West	From Yuma Ave. to West City Limits	60
28	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20
29	29th Drive	East & West	From 34th St. to Marsha Sharp Freeway (US 62/82)	35
30	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Rd	35
31	29th Street	East & West	From Slide Road to Chicago Ave.	35
32	East 34th Street	East & West	From M L King, Jr. Blvd. to Avenue A	40
33	34th Street	East & West	From Avenue A to Avenue G	40
34	34th Street	West Only	From Avenue G to Avenue J	40
35	34th Street	East Only	From Avenue J to Avenue G	35
36	34th Street	East & West	From Avenue J to Slide Road	35
37	34th Street	East & West	From Marsha Sharp Frwy to 160ft West of Englewood Ave.	35
38	34th Street	East & West	From 160ft West of Englewood Ave. to 930ft West of West Loop 289	40
39	34th Street	East & West	From 930ft West of West Loop 289 to the West City Limits	50
40	East 40th Street	East & West	From M L King, Jr. Blvd. to Avenue A	35
41	East 50th Street (FM 835)	West Only	From the East City Limits to East Loop 289	60
42	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15mi East of Guava Ave.	55

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
43	East 50th Street (FM 835)	East Only	From 0.15mi East of Guava Ave. to the East City Limits	55
44	East 50th Street (FM 835)	East & West	From 0.15mi East of Guava Ave. to Avenue A	45
45	East 50th Street (FM 835)	East & West	From Avenue A to Interstate-27	40
46	50th Street	East & West	From Interstate-27 to West Loop 289	40
47	East 66th Street	East & West	From M L King, Jr, Blvd. to East Slaton Road (US 84)	45
48	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27	45
49	66th Street	East & West	From Interstate-27 to Indiana Ave.	35
50	66th Street	East & West	From Frankford Ave. to Marsha Sharp Frwy (US 62/82)	45
51	74th Street	East & West	From University Ave. to Elgin Ave.	35
52	74th Street	East & West	From Quaker Ave. to Utica Ave.	35
53	East 82nd Street	East & West	From M L King, Jr. Blvd. to Interstate-27	50
54	82nd Street	East & West	From Interstate-27 to University Ave.	50
55	82nd Street	East & West	From University Ave. to Frankford Ave.	45
56	82nd Street	East & West	From Frankford Ave. to the West City Limits	50
57	98th Street	East & West	From the East City Limits to University Ave.	45
58	98th Street	East & West	From University Ave. to Nashville Ave.	50
59	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
60	98th Street	East & West	From Savannah Ave. to Milwaukee Ave.	50
61	98th Street	East & West	From Milwaukee Ave to the West City Limits	30
62	114th Street	East & West	From University Ave. to Slide Rd (FM 1730)	50
63	114th Street	East & West	From Slide Road (FM 1730) to Upland Ave.	55
64	130th Street (FM 1585)	East & West	From 0.41mi East of Indiana Ave. to 0.125mi West of Slide Rd (FM 1730)	60
65	130th Street (FM 1585)	East & West	From 0.125mi West of Frankford Ave to 0.322mi West of Frankford Ave	60
66	130th Street (FM 1585)	East & West	From 0.322mi West of Frankford Ave to 380ft West of Alcove Ave	65
67	Alcove Avenue	North & South	From the North City Limits to 36th St.	55
68	Alcove Avenue	North & South	From Marsha Sharp Frwy. to 98th St.	40
69	Alcove Avenue	North & South	From 98th St. to the South City Limits	55
70	North Ash Avenue	North & South	From Interstate-27 to Ursuline St.	40
71	North Ash Avenue	North & South	From Ursuline St to North Loop 289	35
72	North Ash Avenue	South Only	From North Loop 289 to Erskine St.	40
73	North Ash Avenue	South Only	From Erskine St. to Municipal Drive	35
74	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40
75	Avenue A	North & South	From Marsha Sharp Frwy (US 82) to 51st St.	40

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
76	Avenue A South Drive	North & South	From 51st St. to 61st St.	50
77	Avenue A South Drive	North & South	From 61st St. to Interstate-27	45
78	Avenue D	North & South	From 40th St. to 42nd St.	20
79	Avenue L	North & South	From 34th St. to 50th St.	35
80	Avenue P	North & South	From South Loop 289 to 82nd St.	30
81	Avenue P	North & South	From 82nd St. to 84th St.	35
82	Avenue P	North & South	From 84th St. to the South City Limits	50
83	Avenue Q North Drive (Spur 326)	South Only	From North Interstate-27 to 90ft South of Grinnell St.	50
84	Avenue Q North Drive (Spur 326)	South Only	From 90ft South of Grinnell St. to 0.16mi South of Erskine St.	45
85	Avenue Q North Drive (Spur 326)	South Only	From 0.16mi South of Erskine St. to Clovis Rd (US 84)	55
86	Avenue Q North Drive (Spur 326)	North Only	From Clovis Rd (US 84) to 230ft North of 1st St.	45
87	Avenue Q North Drive (Spur 326)	North Only	From 230ft North of 1st St. to 0.12mi South of Erskine St	55
88	Avenue Q North Drive (Spur 326)	North Only	From 0.12mi South of Erskine St to North Interstate-27	45
89	Avenue Q (US 84)	North & South	From Clovis Rd (US84) to 23rd St.	35
90	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45
91	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
92	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45
93	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 58th St. to 0.257mi Southeast of 58th St.	50
94	Avenue Q South Drive (US 84) Main Lanes	Southeast & Northwest	From 0.257mi Southeast of 58th St. to Interstate-27	55
95	Avenue Q South Drive / Slaton Hwy (US84) Frontage Rd	Northwest	From 200ft Southwest of Ash Ave. to 58th St.	45
96	Avenue Q South Drive / Slaton Hwy (US84) Frontage Rd	Southeast	From 58th St. to 600ft Southeast of Ash Ave.	45
97	East Broadway	East & West	From Idalou Road (US 62) to Avenue A	45
98	Broadway	East & West	From Avenue Q (US 84) to University Ave.	35
99	Buddy Holly Avenue	North & South	From North Interstate-27 to Marsha Sharp Freeway (US82)	40
100	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35
101	Buddy Holly Avenue	North & South	From Broadway to Interstate-27	35
102	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
103	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
104	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
105	Clovis Road (US 84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
106	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the West City Limits	60
107	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the West City Limits	35
108	Elm Avenue	North & South	From East 50th St. (FM 835) to East 66th St.	40
109	Erskine Street	East & West	From North Ash Ave. to North Interstate-27	35
110	Erskine Street	East & West	From North Interstate-27 to North Avenue Q Drive (Spur 326)	45
111	Erskine Street	East & West	From North Avenue Q Dr (Spur 326) to North University Ave. (FM 1264)	50
112	Erskine Street	East & West	From 100ft West of North Knoxville Ave. to North Texas Tech Parkway	50
113	Erskine Street	East & West	From North Indiana Ave. to 100ft West of North Knoxville Ave.	40
114	Erskine Street	East & West	From North Loop 289 to North Frankford Ave. (FM 2528)	45
115	Erskine Street	East & West	From North Frankford Ave.(FM 2528) to North Milwaukee Ave.	55
116	North Frankford Avenue (FM 2528)	North & South	From North City Limits to Princeton St.	60
117	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
118	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
119	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
120	Frankford Avenue	North & South	From West Loop 289 to 41st St.	40
121	Frankford Avenue	North & South	From West Loop 289 to 500ft North of Spur 327	45
122	Frankford Avenue	South Only	From 500ft North of Spur 327 to Spur 327	35
123	Frankford Avenue	North Only	From Spur 327 to 500ft North of Spur 327	45
124	Frankford Avenue	South Only	From Spur 327 to 500ft South of Spur 327	45
125	Frankford Avenue	North Only	From 500ft South of Spur 327 to Spur 327	35
126	Frankford Avenue	North & South	From 500ft South of Spur 327 to 98th St.	45
127	Frankford Avenue	North & South	From 98th St. to the South City Limits	55
128	Idalou Road (US 62/82+SH114)	Southwest Only	From the East City Limits to 100ft Northeast of East Dartmouth Ave.	65

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
129	Idalou Road (US 62/82+SH114)	Southwest Only	From 100ft Northeast of East Dartmouth Ave. to 300ft Northeast of East Baylor Ave.	60
130	Idalou Road (US 62/82+SH114)	Southwest Only	From 300ft Northeast of East Baylor Ave. to East 3rd St.	55
131	Idalou Road (US 62 / SH114)	Southwest Only	From E 3rd St. to 0.128mi Southwest of East Broadway	40
132	Idalou Road (US 62 / SH114)	Southwest Only	From 0.128mi Southwest of East Broadway to M.L. King, Jr. Blvd.	45
133	Idalou Road (US 62 / SH114)	Northeast Only	From M L King, Jr. Blvd. to 100ft Northeast of Spruce Ave.	50
134	Idalou Road (US 62 / SH114)	Northeast Only	From 100ft Northeast of Spruce Ave. to 0.128mi Southwest of East Broadway	45
135	Idalou Road (US 62 / SH114)	Northeast Only	From 0.128mi Southwest of East Broadway to 128ft Northeast of East 4th St. (FM 40)	40
136	Idalou Road (US 62 / SH114)	Northeast Only	From 128ft Northeast of East 4th St. (FM 40) to 0.42mi Southwest of Parkway Drive overpass	45
137	Idalou Road (US 62 / SH114)	Northeast Only	From 0.42mi Southwest of the Parkway Drive overpass to 200ft Northeast of East Baylor Ave.	55
138	Idalou Road (US 62/82+SH114)	Northeast Only	From 200ft Northeast of East Baylor Ave. to 100ft Northeast of East Dartmouth Ave.	60
139	Idalou Road (US 62/82+SH114)	Northeast Only	From 100ft Northeast of East Dartmouth Ave. to the East City Limits	65
140	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
141	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289	50
142	Idalou Road North Frontage Road	Southwest Only	From Loop 289 to Parkway Drive	50
143	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190ft Northeast of East Colgate St.	45
144	Idalou Road South Frontage Road	Northeast Only	From 190ft Northeast of East Colgate St. to 133ft Northeast of North Niter Ave.	40
145	Idalou Road South Frontage Road	Northeast Only	From 133ft Northeast of North Niter Ave. to 1.0 mi Southwest of the East City Limits	35
146	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
147	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
148	Indiana Avenue	North & South	From 19th St. (SH 62) to South Loop 289	40
149	Indiana Avenue	North & South	From South Loop 289 to 114th St.	45
150	Indiana Avenue	North & South	From 114th St. to the South City Limits	50
151	Inler Avenue (FM 179)	North & South	From North City Limits to 0.664mi North of 34th St. (1.462mi)	50
152	Inler Avenue (FM 179)	North & South	From 0.664mi North of 34th St to the South City Limits (0.789mi)	60

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
153	Interstate 27 Main Lanes	North & South	From the North City Limits to the South City Limits	65
154	Interstate 27 Frontage Rd	South Only	From North City Limits to 554 ft South of Country Club Dr	55
155	Interstate 27 Frontage Rd	South Only	From 554ft South of Country Club Dr to Marsha Sharp Frwy (US 82)	50
156	Interstate 27 Frontage Rd	South Only	From 13th St. To 550ft South of 19th St. (US 62)	45
157	Interstate 27 Frontage Rd	South Only	From 550ft South of 19th St. (US 62) to 170ft North of 32nd St.	50
158	Interstate 27 Frontage Rd	South Only	From 170ft North of 32nd St. to 211ft South of 66th St.	45
159	Interstate 27 Frontage Rd	South Only	From 211ft South of 66th St. to 77th St.	55
160	Interstate 27 Frontage Rd	South Only	From 77th St. to South City Limits	45
161	Interstate 27 Frontage Rd	North Only	From South City Limits To 77th St.	45
162	Interstate 27 Frontage Rd	North Only	From 77th St. to 211ft South of 66th St.	50
163	Interstate 27 Frontage Rd	North Only	From 211ft South of 66th St. to 550ft South of 19th St. (US 62)	45
164	Interstate 27 Frontage Rd	North Only	From 550ft South of 19th St. (US 62) to 13th St.	40
165	Interstate 27 Frontage Rd	North Only	From Marsha Sharp Freeway (US 82) to 554ft South of Country Club Dr	50
166	Interstate 27 Frontage Rd	North Only	From 554ft South of Country Club Dr to North City Limits	55
167	East Kent Street (FM 2641)	East & West	From the East City Limits to North Guava Ave.	55
168	East Kent Street	East & West	From FM 2641 to M L King, Jr. Blvd.	45
169	East Kent Street	East & West	From M L King, Jr. Blvd. to Interstate-27	40
170	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
171	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 600ft East of Interstate-27 to 0.5Mi North of 34th St.	60
172	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 0.5Mi North of 34th St. to 600ft East of Interstate-27	65
173	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.230mi Northwest of Idalou Road (US 62/82)	45
174	Loop 289 Frontage Road	Counter-Clockwise	From .0230mi Northwest of Idalou Road (US 62/82) to Municipal Drive	50
175	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M L King, Jr. Blvd.	40

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
176	Loop 289 Frontage Road	Counter-Clockwise	From M L King, Jr. Blvd. to North Avenue N	50
177	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
178	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818mi West of the Santa Fe Railway overpass	50
179	Loop 289 Frontage Road	Counter-Clockwise	From 1.818mi West of the Santa Fe Railroad overpass West 0.200mi. to Landmark Lane	45
180	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Rd (US 84) Southwesterly a distance of 0.3mi	45
181	Loop 289 Frontage Road	Counter-Clockwise	From 0.300mi Southwest of Clovis Rd (US84) Southwest 0.495mi	55
182	Loop 289 Frontage Road	Counter-Clockwise	From 0.795mi Southwest of Clovis Rd (US84) to North Quaker Ave.	45
183	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.200mi Southwest of North Quaker Ave.	45
184	Loop 289 Frontage Road	Counter-Clockwise	From 0.200mi Southwest of North Quaker Ave. Southwesterly (1.394mi) to 0.261mi Northeast of 4th St. (FM 2255)	55
185	Loop 289 Frontage Road	Counter-Clockwise	From 0.261mi Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
186	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
187	Loop 289 Frontage Road	Counter-Clockwise	From 0.25mi Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923mi	55
188	Loop 289 Frontage Road	Counter-Clockwise	From 1.173mi Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
189	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35mi South of 19th St. (SH 114)	40
190	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi South of 19th St. (SH 114) South a distance of 0.515mi	55
191	Loop 289 Frontage Road	Counter-Clockwise	From 0.865mi South of 19th St. (SH 114) to 34th St.	45
192	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
193	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45
194	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35mi East of University Ave.	50
195	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi East of University Ave. to 0.060mi North of East 4th St. (FM 40)	55
196	Loop 289 Frontage Road	Counter-Clockwise	From 0.060mi North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
197	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate-27 Frontage Rd	55

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
198	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
199	Loop 289 Frontage Road	South Only	From 0.2mi SE of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd	40
200	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd Exit to US 87 a distance of 0.2 mi	55
201	Loop 289 Frontage Road	South to West	From Southbound Interstate-27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
202	Loop 289 Frontage Road	Clockwise	From Idalou Road (US62/82) to 0.06mi North of East 4th St. (FM40)	50
203	Loop 289 Frontage Road	Clockwise	From 0.06mi North of East 4th St. to 0.35mi East of University Ave.	55
204	Loop 289 Frontage Road	Clockwise	From 0.35mi East of University Ave. to 50th St.	50
205	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US62/82)	45
206	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US62/82) to 34th St.	45
207	Loop 289 Frontage Road	Clockwise	From 34th St. Northerly a distance of 0.29mi	45
208	Loop 289 Frontage Road	Clockwise	From 0.29mi North of 34th St. Northerly a distance of 0.466mi	55
209	Loop 289 Frontage Road	Clockwise	From 0.756mi North of 34th St. to 19th St. (SH 114)	45
210	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25mi Northeast of 19th St. (SH 114)	45
211	Loop 289 Frontage Road	Clockwise	From 0.250mi Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996mi	55
212	Loop 289 Frontage Road	Clockwise	From 1.216mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45
213	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167mi	45
214	Loop 289 Frontage Road	Clockwise	From 0.167mi Northeast of 4th St. (FM 2255) Northeasterly (1.227mi) to 0.334mi Southwest of North Quaker Ave.	55
215	Loop 289 Frontage Road	Clockwise	From 0.334mi Southwest of North Quaker Ave. to North Quaker Ave.	45
216	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.200mi	45
217	Loop 289 Frontage Road	Clockwise	From 0.200mi Northeast of North Quaker Ave. Northeasterly a distance of 0.530mi	55
218	Loop 289 Frontage Road	Clockwise	From 0.730mi Northeast of North Quaker Ave. to Clovis Road (US84)	45
219	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.250mi East of Landmark Lane	45

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
220	Loop 289 Frontage Road	Clockwise	From 0.250mi East of Landmark Lane East 1.6mi to 385ft West of North Avenue S	50
221	Loop 289 Frontage Road	Clockwise	From 385ft West of North Avenue S Easterly to the Santa Fe Railway overpass thru the turnaround	35
222	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
223	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate-27	50
224	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
225	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306mi	50
226	Loop 289 Frontage Road	Clockwise	From 2.306mi Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
227	Main Street	East & West	From Avenue Q to University Ave.	35
228	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From Parkway Drive Bridge (East Side) to 500ft East of IH-27	55
229	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From 500ft East of IH-27 to University Ave.	65
230	Marsha Sharp Freeway (US 82) Main Lanes	Northeast & Southwest	From University Ave. to 0.592mi West of West Loop 289	65
231	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.592mi West of West Loop 289 to 0.226mi Southwest of Upland Ave	60
232	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.226mi Southwest of Upland Ave. to the Southwest City Limits	65
233	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From 0.32 mi East of IH-27 to Buddy Holly Ave	45
234	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From Buddy Holly Ave to 0.40mi East of IH-27	45
235	Marsha Sharp Freeway (US 82) Frontage Road	East & West	From Buddy Holly Ave to Avenue L	45
236	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Avenue L to University Ave	45
237	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From University Ave to Detroit Ave	50
238	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From Exit Ramp West of University to 4th St (FM 2255) @ Elgin Ave	50
239	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From South of Drive of Champions to Avenue L	45
240	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From SB Exit Ramp/Texas Tech Parkway to Orlando Ave.	45
241	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From NB Exit Ramp/Texas Tech Parkway to On Ramp NE of TTParkway	45
242	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
243	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From Chicago Ave to 19th Street (SH 114)	45
244	Marsha Sharp Freeway (US62/82) Frontage Road	Southwest Only	From Chicago Ave. to 0.5mi West of West Loop 289	50
245	Marsha Sharp Freeway (US62/82) Frontage Road	Northeast Only	From 0.5mi West of West Loop 289 to Chicago Ave.	50
246	North M. L. King, Jr. Blvd (LIA Terminal Access)	North Only	From E Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)	40
247	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From 2160ft North of Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35 (0.147mi)	20
248	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42 (0.248mi)	10
249	North M. L. King, Jr. Blvd (LIA Terminal Access)	Counter-Clockwise	From Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52 (0.189mi)	20
250	North M. L. King, Jr. Blvd (LIA Terminal Access)	South Only	From Station 52+52 South to E Bluefield St. (Station 0+00) (0.214mi)	40
251	North M. L. King, Jr. Blvd	North & South	From East Bluefield St. to East Ursuline St.	50
252	North M. L. King, Jr. Blvd	North & South	From East Ursuline St. to North Loop 289	45
253	North M. L. King, Jr. Blvd	North & South	From North Loop 289 to East 2nd St.	40
254	M. L. King, Jr. Blvd	South Only	From East 2nd St. to East 6th St.	35
255	M. L. King, Jr. Blvd	North Only	From East 2nd St. to East 6th St.	40
256	M. L. King, Jr. Blvd	North & South	From East 6th St to East 49th St.	40
257	M. L. King, Jr. Blvd	South Only	From East 49th St. to 370ft South of East 50th St.	40
258	M. L. King, Jr. Blvd	North Only	From East 49th St. to 370ft South of East 50th St.	50
259	M. L. King, Jr. Blvd	North & South	From 370ft South of East 50th St. to Slaton Road (US84)	50
260	M. L. King, Jr. Blvd	North & South	From East Slaton Road (US 84) to the South City Limits	45
261	North Milwaukee Avenue	North & South	From the North City Limits to Erskine St.	55
262	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
263	Milwaukee Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
264	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 50th St.	50
265	Milwaukee Avenue	North & South	From 50th St. to 66th St.	45
266	Milwaukee Avenue	North & South	From 66th St. to 114 th St.	50
267	Milwaukee Avenue	North & South	From 114 th St. to the South City Limits	45
268	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
269	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate-27	35
270	Parkway Drive Entrance (US 82)	West Only	From Idalou Rd (US62/82) to Parkway Drive (US 82)	50
271	Parkway Drive Exit Ramp (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
272	Parkway Drive (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
273	Parkway Drive (US 82)	Northeast & Southwest	From North Guava Ave. to 500ft West of Oak Ave.	45
274	Parkway Drive (US 82)	Northeast & Southwest	From 500ft West of Oak Ave. to Parkway Drive Bridge (East Side)	55
275	North Quaker Avenue	North & South	From the North City Limits to 300ft South of Kemper St.	50
276	North Quaker Avenue	North & South	From 300Ft South of Kemper St. to North Loop 289	35
277	North Quaker Avenue	North & South	From Texas Tech Pkwy South a distance of 0.147mi	35
278	North Quaker Avenue / Quaker Avenue	North & South	From 0.147mi South of Texas Tech Parkway to 4th St. (FM 2255)	50
279	Quaker Avenue	North & South	From 4th St. (FM2255) to 19th St. (SH 114)	45
280	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Frwy (US 62/82)	35
281	Quaker Avenue	North & South	From Marsha Sharp Frwy (US 62/82) to 61st St.	40
282	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
283	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
284	Quaker Avenue	North & South	From 76th St. to 93rd St.	45
285	Quaker Avenue	North & South	From 93rd St. to 102nd St.	40
286	Quaker Avenue	North & South	From 102nd St. to the South City Limits	50
287	East Regis Street (FM 2641)	East & West	From North Guava Ave. to M L King, Jr. Blvd.	55
288	East Regis Street (FM 2641)	West Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	55
289	East Regis Street (FM 2641)	East Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	45
290	East Regis Street (FM 2641)	East & West	From 0.527mi West of M L King, Jr. Blvd. to 0.2mi East of Interstate-27	55
291	Regis Street (FM 2641)	East & West	From 0.2mi East of Interstate-27 to 0.155mi West of Interstate-27	45
292	Regis Street (FM 2641)	East & West	From 0.155mi West of Interstate-27 to the West City Limits	55
293	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.20mi	50

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
294	Research Boulevard (Spur 309)	North & South	From 0.20mi South of 4th St. (FM 2255) South a distance of 0.6mi	55
295	Research Boulevard (Spur 309)	North & South	From 0.80mi South of 4th St. (FM 2255) to 19th St. (SH 114)	50
296	Research Boulevard	North & South	From 19th St. (SH 114) to the South City Limits	50
297	East Slaton Road (US 84) Main Lanes	East & West	From Interstate-27 to 0.32mi Southeast of Loop 289	55
298	East Slaton Road (US 84)	Northeast Only	From 0.32mi Southeast of Loop 289 Southeasterly a distance of 1.22mi	60
299	East Slaton Road (US 84)	Southeast & Northwest	From 1.54mi Southeast of Loop 289 to the Southeast City Limits	65
300	North Slide Road	North & South	From Clovis Hwy (US 84) to Marshall St.	50
301	North Slide Road	North & South	From Marshall Street to North Loop 289	40
302	Slide Road	North & South	From North Loop 289 to 264ft North of 71st St.	40
303	Slide Road (FM 1730)	North & South	From 264ft North of 71st to 0.142mi South of 82nd St.	45
304	Slide Road (FM 1730)	North & South	From 0.142mi South of 82nd St. to 0.25mi South of 98th St.	50
305	Slide Road (FM 1730)	North & South	From 0.25mi South of 98th St. to the South City Limits	60
306	Southeast Drive	Southeast Only	From M L King, Jr. Blvd. to 0.09mi Southeast of M L King, Jr. Blvd.	40
307	Southeast Drive	Southeast Only	From 0.09mi Southeast of M L King, Jr. Blvd. to East 38th St.	45
308	Southeast Drive	Southeast Only	From East 38th St. to 114ft Northwest of East 46th St.	55
309	Southeast Drive	Southeast Only	From 114ft Northwest of East 46th St. to East 50th St. (FM 835)	50
310	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
311	Southeast Drive	Northwest Only	From East 47th St. to 0.10mi Northwest of East 38th St.	55
312	Southeast Drive	Northwest Only	From 0.10mi Northwest of East 38th St. to 200ft Southeast of ML King, Jr. Blvd.	50
313	Southeast Drive	Northwest Only	From 200ft Southeast of ML King, Jr. Blvd. to ML King, Jr. Blvd.	40
314	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104mi	55
315	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.104mi Southeast of East 50th St. (FM 835) to 0.22mi Southeast of SE Loop 289	60
316	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22mi Southeast of SE Loop 289 to the Southeast City Limits	65
317	Spur 327 Mainlanes	East & West	From the Westbound Exit from South Loop 289 to Marsha Sharp Freeway (US 62/82)	60

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
318	Spur 327 Frontage Road	West Only	From the Southbound West Loop 289 Frontage Road to 0.19 mi East of Milwaukee Ave.	50
319	Spur 327 Frontage Road	West Only	From 0.19 mi East of Milwaukee Ave. to 0.13mi West of Milwaukee Ave.	55
320	Spur 327 Frontage Road	East Only	From Marsha Sharp Frwy (US 62/82) to 0.15mi East of Milwaukee Ave.	55
321	Spur 327 Frontage Road	East Only	From 0.15mi East of Milwaukee Ave. to Eastbound South Loop 289	50
322	Spur 327	West Only	From 0.13 mi West of Milwaukee Ave. to Marsha Sharp Frwy (US 62/82)	60
323	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35
324	Texas Avenue	North & South	From Broadway to Interstate-27	35
325	North Texas Tech Parkway	North & South	From Erskine St. to 0.261mi North of 4th St. (FM 2255)	45
326	Texas Tech Parkway	North & South	From 0.261mi North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
327	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40
328	Texas Tech Parkway	Southeast & Northwest	From Marsha Sharp Freeway (US 82) to 19th St. (US 62/SH 114)	30
329	North University Avenue (FM 1264)	North & South	From the North City Limits to 0.2mi North of North Loop 289	55
330	North University Avenue (FM 1264)	North & South	From 0.2mi North of North Loop 289 to Queens St.	45
331	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2mi North of Clovis Rd (US 84)	50
332	North University Avenue (FM 1264)	South Only	From 0.2mi North of Clovis Road (US 84) to Clovis Road (US 84)	40
333	North University Avenue (FM 1264)	North Only	From Clovis Road (US 84) to Erskine St.	35
334	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2mi	45
335	North University Avenue (FM 1264)	North & South	From 0.2mi North of Erskine St. to Queens St.	50
336	North University Avenue	North & South	From Clovis Road (US 84) to 1st St.	35
337	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
338	University Avenue	North & South	From Marsha Sharp Freeway (US 82) to 19th St.(US 62)	30
339	University Avenue	North & South	From 19th St. (US 62) to South Loop 289	40
340	University Avenue	North & South	From South Loop 289 to the South City Limits	45
341	Upland Avenue	North & South	From North City Limits to 98th St	50
342	Upland Avenue	North & South	From 98th St. to the South City Limits	55

<i>Line Item No.</i>	<i>Lubbock Street Name (TxDOT Name)</i>	<i>Travel Direction</i>	<i>Speed Limit Description</i>	<i>Speed</i>
343	East Ursuline Street	East & West	From North M L King, Jr. Blvd. to North Ash Ave.	35
344	US 87 Main Lanes	North & South	From 350ft North of 98th St. to 0.5mi North of 114th St.	75
345	US 87 Frontage Road	South Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45
346	US 87 Frontage Road	North Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45

SECTION 2. 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 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00).

SECTION 4. 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 as provided by law.

AND SO IT IS ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

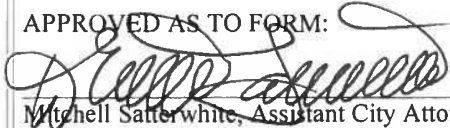
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Mitchell Safferwhite, Assistant City Attorney

Ord.2014 Proposed Speed Limit
6.10.14

City of Lubbock
 Traffic Engineering Department
Speed Limit Ordinance Summary

6/6/2014

Itemized list of changes to the current Speed Limit Ordinance 2013-00093

2013 Item No.	2014 Lubbock Street Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Existing Speed	Proposed Speed	Comment
68-70	60	98 th Street	East & West	From Savannah Ave. to Milwaukee Ave. Note: This description is modified to add the section of 98 th St : from Frankford Ave to Milwaukee Ave.	45-50	50	<u>Change Description & Speed:</u> Speed study 2014 Combined descriptions with same speed designation
70	61	98 th Street	East & West	From Milwaukee Ave. to the West City Limits	50	30	<u>Change Description & Speed:</u> Speed Study 2014 The section of 98 th St: From Milwaukee Ave to the West City Limits remains unpaved and has a speed limit of 30mph.
84-94	75	Avenue A	North & South	From Marsha Sharp Frwy (US 82) to 51 st St.	35-45	40	<u>Change Description & Speed:</u> Speed Study 2014 Previous US 87 Business: This route had various speeds (by TxDOT) from 35-45mph and heavy commercial vehicle traffic. Ave A is no longer designated as a US highway.
	76	Avenue A South Drive	North & South	From 51 st St. to 61 st St.	40-50	50	<u>Change Description & Speed:</u> See above
	77	Avenue A South Drive	North & South	From 61 st St. to Interstate-27	40-50	45	<u>Change Description & Speed:</u> See above.

2013 Item No.	2014 Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Existing Speed	Proposed Speed	Comment
263	237	Marsha Sharp Freeway Frontage Road	West Only	University Ave. to Detroit Ave	45	50	<u>Change Speed</u> 50mph : TxDOT posted speed
294-295	266	Milwaukee Avenue	North & South	From 66 th St. to 114 th St.	45-50	50	<u>Change Description & Speed:</u> Speed Study 2014 Description & speed changed due to paving project completed north of 114 th St.
301	274	Parkway Drive (US 82)	Northeast & Southwest	From 500ft West of Oak Ave. to Parkway Drive Bridge (East Side)	45	55	<u>Change Description & Speed:</u> TxDOT Speed Study 2014
NEW	300	North Slide Road	North & South	From Clovis Rd. (US 84) to Marshall St.	--	50	<u>New Item:</u> Design Speed Paving project completed 2013 to extend North Slide Rd to Clovis Rd.
NEW	317	Spur 327 Main Lanes	East & West	From the Westbound Exit from South Loop 289 to Marsha Sharp Frwy (US 62/82) Exit	--	60	<u>New Item:</u> Add TxDOT posted speeds
348-350	318	Spur 327 Frontage Road	West Only	From the Southbound West Loop 289 Frontage Road to 0.19 mi East of Milwaukee Ave.	50-55	50	<u>Change Description & Speed:</u> Match TxDOT posted speed
	319	Spur 327 Frontage Road	West Only	From 0.19 mi East of Milwaukee Ave. to 0.13mi West of Milwaukee Ave.	50-55	55	<u>Change Description & Speed:</u> Match TxDOT posted speed
	320	Spur 327 Frontage Road	East Only	From Marsha Sharp Frwy (US 62/82) to 0.15mi East of Milwaukee Ave.	55-60	55	<u>Change Description & Speed:</u> Match TxDOT posted speed

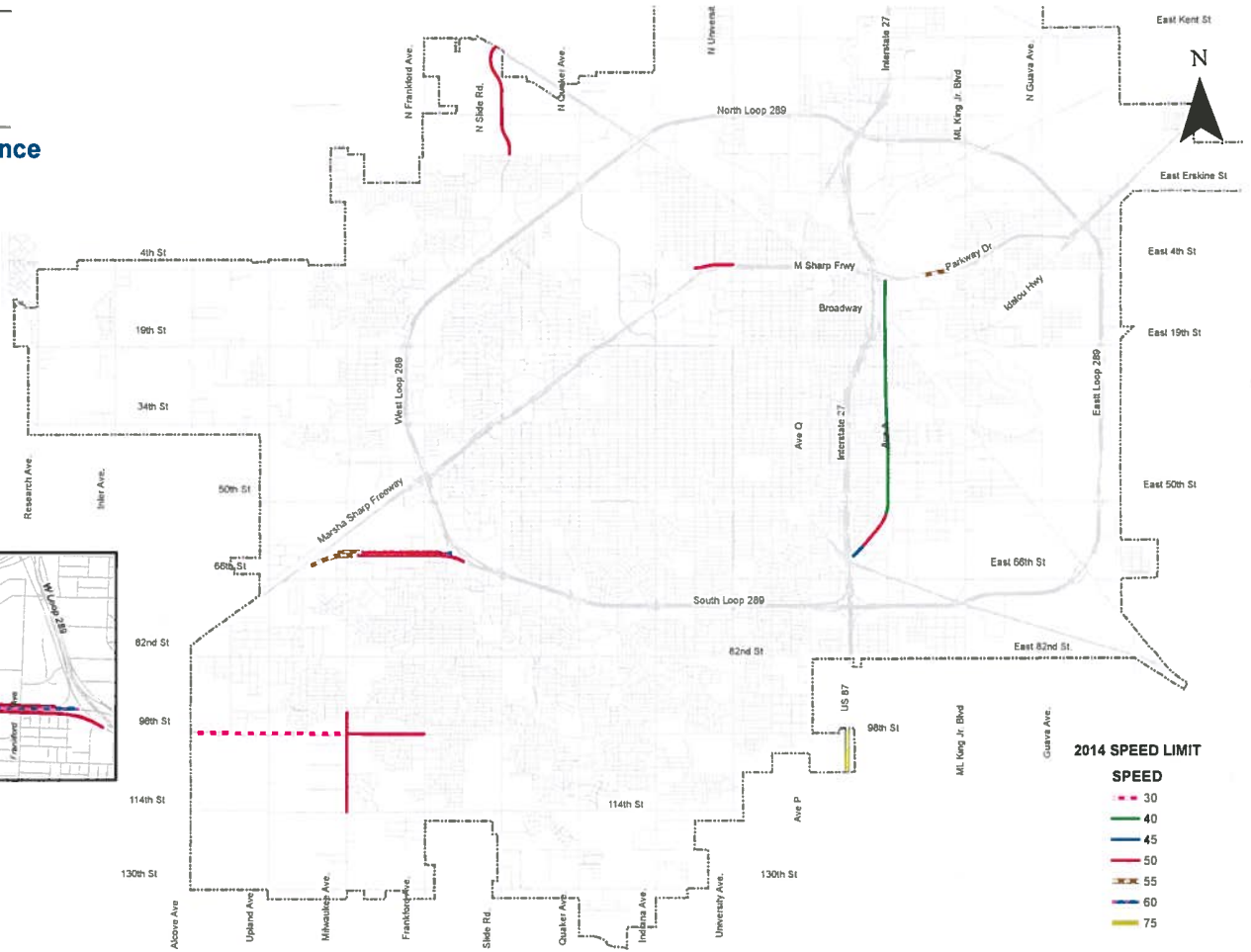
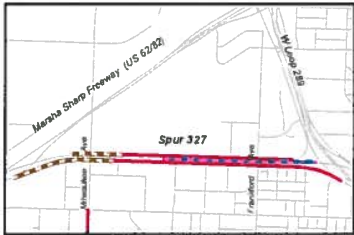
2013 Item No.	2014 Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Existing Speed	Proposed Speed	Comment
	321	Spur 327 Frontage Road	East Only	From 0.15mi East of Milwaukee Ave. to Eastbound South Loop 289	50-55	50	<u>Change Description & Speed:</u> Match TxDOT posted speed
	322	Spur 327	West Only	From 0.13 mi West of Milwaukee Ave. to Marsha Sharp Frwy (US 62/82)	50-60	55	<u>Change Description & Speed:</u> Match TxDOT posted speed
377	344	US 87 Main Lanes	North & South	From 350ft North of 98 th St. to 0.5mi North of 114 th St.	70	75	<u>Change Description & Speed:</u> TxDOT posted speed

2014 Speed Limit Changes Summary 6.10.14

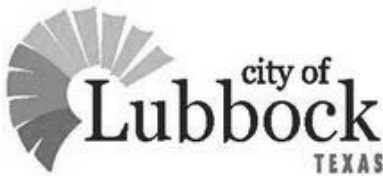


Speed Limit Ordinance 2014

Summary of Proposed Changes



Traffic Engineering Dept.
June 6, 2014



Regular City Council Meeting

6. 8.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution – Wastewater: Consider a resolution authorizing the Mayor to execute Amendment 2 associated with Contract 8462, a professional services agreement, with Alan Plummer & Associates for preliminary engineering, design, and construction management services for the Canyon Lakes Wastewater Reuse Project, RFQ 08-718-BM.

Item Summary

On October 13, 2006, the City Council approved an Environmental Protection Agency (EPA) Grant Work Plan associated with the Canyon Lake Wastewater Reuse Project. The approved grant provided for 55% of the original project budget to be reimbursed to the City for the conceptual design, preliminary design, final design, and related services for the construction of the effluent discharge infrastructure from the Southeast Water Reclamation Plant (SEWRP) to the Canyon Lakes System as part of the City’s water reuse efforts. The project assists the City in moving away from relying upon land application sites for wastewater effluent disposal.

On April 9, 2009, the City Council approved an engineering services agreement with Alan Plummer & Associates of Fort Worth, Texas, for the engineering services required to accomplish this project including the construction management services related to the treated effluent discharge facilities at the SEWRP. The initial study and conceptual design took longer than anticipated. Therefore, the engineering services agreement was amended by the First Amendment to expire on August 31, 2014, to provide additional time for work to be performed. Obtaining regulatory environmental clearances that are necessary prior to beginning the construction phases of this project also took longer than anticipated. Therefore, a Second Amendment is necessary to extend the time to complete the original scope of work. This amendment extends the expiration date of the engineering services agreement until March 1, 2015.

Fiscal Impact

This amendment is for a time extension only. There is no fiscal impact. \$1,419,800 is appropriated in Capital Improvement Project 8524 (Canyon Lake System Reuse Study). The original contract amount is for \$601,152 with the potential for 55% of the project to be reimbursed through the EPA grant.

Staff/Board Recommending

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

Attachments

[APAI-Amend2-Resolution](#)

[APAI-Amend2-Contract](#)

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, the Second Amendment of Professional Services Agreement ("Amendment"), by and between the City of Lubbock and Alan Plummer and Associates, Inc., amending that certain Professional Services Agreement, dated April 9, 2009, Resolution No. 2009-R0137, related to the evaluation and study of water quality and the engineering and design of stream and other water course discharges of treated effluent, and related documents. Said Amendment is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

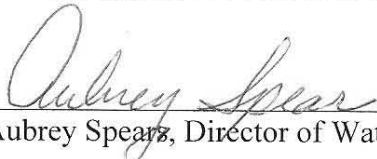
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:




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



Aubrey Spears, Director of Water Utilities

APPROVED AS TO FORM:



Richard K. Casner, Natural Resources and Utility Attorney

vw:ccdcs/RES.Amend #2 Agrmt-Alan Plummer & Associates
June 16, 2014

Second Amendment of Professional Services Agreement

This Second Amendment of Professional Services Agreement (the "Second Amendment"), is executed and effective this _____ day of July, 2014, by and between the City of Lubbock ("City"), a Texas home rule municipal corporation, and Alan Plummer and Associates, Inc. ("Engineer"), a Texas corporation.

WHEREAS, the City and Engineer entered into that certain Professional Services Agreement, dated April 9, 2009, Resolution No. 2009-R0137 (the "Original Agreement"), providing for professional services related to evaluation and study of water quality and the engineering and design of stream and other water course discharges of treated effluent;

WHEREAS, the City and Engineer entered into that certain Amendment No. 1 to the Original Agreement, dated August 31, 2014 (the "First Amendment"), to provide additional time for work to be performed under the Original Agreement;

WHEREAS, it has come to the attention of City and Engineer that additional time is needed to perform the services contemplated by the Original Agreement, as amended (the Original Agreement, as amended by the First Amendment, is herein called the "Original Agreement");

WHEREAS, the City amenable to extending the time to complete such services.

WHEREAS, the City and Engineer now desire to amend the Original Agreement to provide for such additional time.

NOW, THEREFORE, for good valuable consideration, the receipt and sufficiency of which is hereby stipulated, the City and Engineer agree as follows:

1. Section 2.02 of the Original Agreement is hereby deleted, and replaced for all purposes with the following, to-wit:

2.02. This Agreement shall expire on March 1, 2015 or upon completion of the tasks set forth on Attachment "A," whichever is earlier. Additionally, the City may terminate this Agreement by providing written notice to Engineer at least thirty (30) days prior to the effective date of termination as provided in such notice. In the event this Agreement is so terminated, the City shall only pay Engineer as provided in Attachment C, "Required EPA Grant Provisions".

2. Table 3, "Milestone Dates by Task", Attachment A to the Original Agreement, located on page 38 of 76 thereof, is hereby deleted in its entirety, and replaced with "Table 3", "Milestone Dates by Task", attached hereto as Exhibit "A".

3. Engineer stipulates and agrees that it is not due any additional consideration for the services to be provided under the Original Agreement, and that this Amendment solely provides additional time to complete such services.

4. Except as expressly amended hereby, the terms and provisions of the Original Agreement, as amended, shall remain valid and subsisting as provided therein, and the Engineer and City hereby ratify, affirm and confirm the Original Agreement, as amended, in all respects.

EXECUTED and effective as of the first date written above.

CITY:

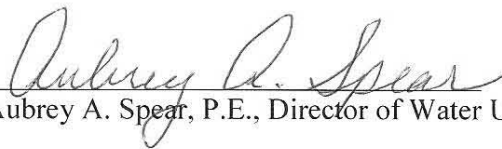
CITY OF LUBBOCK, a Texas home rule
municipal corporation

GLEN C. ROBERTSON, Mayor

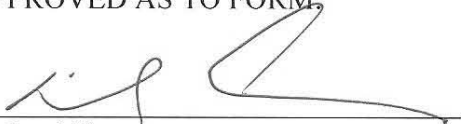
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:


Aubrey A. Spear, P.E., Director of Water Utilities

APPROVED AS TO FORM:


Richard Casner,
Natural Resources and Utility Attorney

ENGINEER:

ALAN PLUMMER ASSOCIATES, INC.,
a Texas corporation

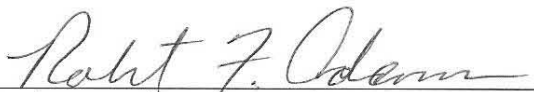
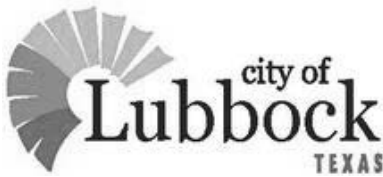

Robert F. Adams, P.E., Principal

Exhibit A

Table 3
Revised Milestone Dates by Task
(June 11, 2014)

Task No.	Task Description	Task Milestone Date
	<i>Phase 1</i>	(1.)
1.1	Project Definition	May 22, 2009
1.2	Assemble & Review Available Water Quality & Quantity Models	July 2, 2009
1.3	Hydraulic Modeling	Sept. 30, 2011
1.4	Water Quality Modeling	Sept. 30, 2011
1.5	Alternative Analysis	Nov. 30, 2011
1.6	Prepare Preliminary Engineering Report	Jan. 31, 2012
1.7	Prepare Environmental Information Document	April 30, 2012
1.9	Coordinate with Regulatory Agencies	Sept. 30, 2013
1.8, 1.10, 1.11	Project Management	Sept. 30, 2013
	<i>Phase 2</i>	(2.)
2.1	Engineering Design Services	Oct. 31, 2012
2.2	Provide Permitting Assistance	Sept. 30, 2013
2.3	Bid Phase Services	Sept. 30, 2013
2.4	Project Management	Sept. 30, 2013
	<i>Phase 3</i>	(3.)
3.1	Pre-Construction Conference	Sept. 30, 2013
3.2, 3.3	Periodic Observations & Submittal Reviews	Sept. 30, 2014
3.4	Preliminary Final Walk Through	Sept. 30, 2014
3.5	Project Closeout Documentation	Oct. 31, 2014
3.6	Post Construction Services	Mar. 1, 2015
3.7	Project Management	Mar. 1, 2015



Regular City Council Meeting

6. 9.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution – Water Utilities: Consider a resolution authorizing the Mayor to execute contract 11810 with Provine Helicopters for brush control management in the Lake Alan Henry watershed, RFP 14-11810-DT.

Item Summary

Lubbock owns and operates Lake Alan Henry which provides the City with approximately 20% of its annual water supply. Lake Alan Henry is on the South Fork of the Double Mountain Fork of the Brazos River located 15 miles southeast of Post, Texas. Within the last couple of years, saltcedar has begun spreading throughout the watershed along the banks of the river and associated tributaries. The saltcedar consumes a large amount of water that might otherwise be impounded in the Lake and subsequently used as part of the City’s water supply. As a result of the negative impact saltcedar can have on the watershed area, the City initiated a brush control program to manage the saltcedar in 2013.

This contact allows Provine Helicopters to provide herbicidal treatment of approximately 500 acres of saltcedar, located along the main stem of the South Fork of the Double Mountain Fork of the Brazos River upstream of Lake Alan Henry. The starting point will be along the River at the State Highway 84 bridge crossing. The applicator will treat the saltcedar along the bed and banks of the River upstream several miles.

Staff recommends contact award to the sole offeror, Provine Helicopters of Greenwood, Mississippi for aerial application of the herbicide at \$105.00 an acre. The contract is award by the price per acre. The total amount of the award is estimated based on approximately 500 acres and actual expense may be more or less depending need. The price per acre will not change.

The term of the contract is for one-year with an option for two additional one year extensions.

Fiscal Impact

A total of \$60,000 has been budgeted in cost center 6111 for this project during Fiscal Year 2013-2014.

Staff/Board Recommending

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

Attachments

Resolution & Contract - Provine Helicopters

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11810 for brush control management in the Lake Alan Henry Watershed, by and between the City of Lubbock and Provine Helicopters, of Greenwood, Mississippi, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



D. Mitchell Satterwhite, Assistant City Attorney

vw:ccdcs/RES.Contract-Provine Helicopters
June 6, 2014

**City of Lubbock, TX
Lake Alan Henry Brush Control
Service Agreement**

This Service Agreement (this "Agreement") is entered into as of the 10th day of July 2014, ("Effective Date") by and between Provine Helicopters of Greenwood, Mississippi, (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 14-11810-DT for Brush Control Management in the Lake Alan Henry Watershed.

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 Brush Control Management in the Lake Alan Henry Watershed, 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 – Price Proposal Sheet and 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 A through C attached hereto.

Article 1 Services

- 1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.
- 1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.
- 1.3 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.
- 2.3 This Agreement may be executed in counterparts, each of which shall be deemed an original.
- 2.4 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.
- 2.5 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.
- 2.6 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.

- 2.11 Indemnity/Waiver. Contractor shall indemnify, hold harmless, and defend the City of Lubbock, its officers, employees, elected officials, agents, and representatives (herein collectively referred to as "Indemnitees") from and against any and all liability, alleged liability, suits, action, legal proceedings, claims, or demands incurred as a result of, or in connection with, this Contract or the work to be performed hereunder, including cost of suit, attorneys' fees, and all other related costs and expenses of whatever kind or character arising directly or indirectly from any cause whatsoever in connection with or incidental to this Contract, or the work to be performed hereunder, including such injury or harm as may be caused in part by any neglect, act, or omission of the Indemnitees, excepting only such injury or harm as may be caused solely by an act or omission thereof. Notwithstanding the foregoing, the Contractor specifically agrees to so indemnify, hold harmless, and defend the Indemnitees from and against any and all such liability, suits, action, legal proceedings, claims, or demands that may be made or pursued by an employee of Contractor, or of any subcontractor, or anyone acting on behalf of Contractor in connection with or incidental to this Contract which are alleged to be attributable to any condition of or upon the City's property, facilities, materials, or equipment, including where such condition and resulting injury is caused in part by any negligent act or omission of the Indemnitees, but excepting only such injury or harm as may be caused solely by an act or omission of the Indemnitees. Contractor agrees to waive any and all claims and suits covered by this indemnity agreement, and agrees that any insurance carrier involved shall not be entitled to subrogation under any circumstance against the Indemnitees.

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

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

CONTRACTOR:

Adam W. Tatum
Contractor's Signature

Adam W. Tatum
Printed Name

Marketing Manager
Title

APPROVED AS TO CONTENT:

Aubrey A. Spear
Aubrey A. Spear, P.E., Director of Water Resources

APPROVED AS TO FORM:

Mitchell Williams
Mitchell Williams, Assistant City Attorney

**City of Lubbock, TX
RFP 14-11810-DT
Brush Control Management in the Lake Alan Henry Watershed**

General Requirements

I. INTENT

- 1.1 The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals to provide aerial application of herbicide by helicopter to manage saltcedar (*Tamarix ramosissima*) in and around the flow channel of the Lake Alan Henry watershed.
- 1.2 Offerors are invited to submit demonstrated competence and qualifications of their firm for providing these services.
- 1.3 The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

II. BACKGROUND

Lubbock owns and operates Lake Alan Henry which provides the City with approximately 20% of its annual water supply. Lake Alan Henry is on the (South Fork of the) Double Mountain Fork of the Brazos River located 15 miles southeast of Post, Texas. Within the last couple of years, saltcedar has begun spreading throughout the watershed along the banks of the river and associated tributaries. The saltcedar consumes a large amount of water that might otherwise be impounded in the Lake and subsequently used as part of the City's water supply. As a result of the negative impact saltcedar may be having on the watershed area, the City initiated a brush control program to manage the saltcedar in 2013.

III. SCOPE OF WORK

3.1 Target Area

The scope of work includes herbicidal treatment of approximately 250 acres of saltcedar, located along the main stem of the (South Fork of the) Double Mountain Fork of the Brazos River 15 miles southeast of Post, Texas. The starting point will be the area around the bridge crossing at State Highway 84, and will continue upstream approximately four miles. The applicator will treat the saltcedar (mostly new growth) along the bed and banks of the river. See the attached map. The City will provide more detailed information regarding the area to be treated to the successful Offeror.

3.2 Landowner Consent Agreements

The City will obtain easements or consents from the landowners for entry to the property and for application of the herbicide. Application shall be accomplished by spraying, using a helicopter. The Offeror's personnel shall exercise due precautions in operations on private property, and shall close all gates and repair any fences damaged in the process. Operation of helicopters near cattle shall be avoided to prevent stampede.

3.3 Preliminary Flight

The offeror shall conduct a preliminary flight allowing up to two city employees to fly over the watershed to document the saltcedar kill rates from previous year(s) and to show the pilot the current targeted area for herbicide application.

3.4 Treatment Schedule

The optimum time to spray saltcedar is soon after the flowering stage which normally occurs during August to early September in this area. The Offeror shall verbally respond to the City regarding service requests within two days to schedule a time that the herbicide can be applied.

3.5 Type of Herbicide Usage

The Offeror must apply the herbicide (Arsenal) with a surfactant labeled for aquatic application at rates specified by the label to control saltcedar. The total mixture rate must be at least 15 gallons per acre. Any spray adjuvant added to the chemical must be mixed according to chemical label for optimum herbicide performance.

3.6 Herbicide Application

- a. Saltcedar may be in clusters/patches in the channel and not covering the entire channel of the targeted area to be treated. Chemical application will be charged on a per acre application of chemical to the target species (saltcedar), and not total area flown by helicopter.
- b. Special consideration for volume of spray, spray height and spray drift minimization should be followed as specified by chemical label. All application shall be in strict accordance with USDA Label requirements and State of Texas rules and regulations. Vender must follow all federal, state, local laws and regulations, and requirements while performing the above mentioned operations, including FAA, DOT, and Department of Agriculture.
- c. Offeror shall be responsible for observing all limitations on spraying based on wind speed, humidity, temperature, inversions and other conditions affecting the application of herbicide, so that the herbicide can be applied safely, efficiently, and with a minimum of waste and drift. Offeror is solely responsible for the safe application of the herbicide.
- d. The vendor shall be responsible for cleanup of any spills and/or damages resulting from the above mentioned operations.

IV. QUALIFICATIONS / SPECIFICATIONS

4.1 Type of Aircraft

The only type of aircraft that the Offeror is allowed to use for herbicide application is a helicopter. The helicopter must be equipped with precision boom and nozzles divided into two or three individually-controlled sections for variable swath width with 1,000 micron droplet nozzles.

4.2 Licenses and Permits

The Offeror must possess the following licenses and permits (Please provide copies):

- a. FAA Part 137 Operating Certificate
- b. Department of Agriculture Licenses

4.3 Guidance System

The Offeror must own/possess a Guidance System such as a GPS capable of providing maps and .shp files, with variable rate flow control linked to GPS. The Offeror's operators must be capable of avoiding individual non-target plants such as cottonwood, willow, plum thickets, & hackberry trees among others.

4.4 Trucks and Equipment

The Offeror must own/possess trucks that are equipped to haul and pre-batch chemicals, water, and surfactant and be able to triple rinse on site. All tanks shall be DOT-approved meeting 406 specifications or newer.

V. COST PROPOSAL

- 5.1 The unit and total prices included in Exhibit B shall include all Offeror's costs including travel required to and from the respective site and all other associated direct and indirect overhead costs.
- 5.2 The contract term shall be for a one year period with two, one year renewals, said date of term beginning upon City's date of formal approval.

VI. REPORTING REQUIREMENTS

The Offeror shall provide documentation of the flight operations and herbicide coverage. The documentation shall include:

- a. An area map of application
- b. Total acres applied
- c. Chemical(s) used
- d. Rate of application and percent of formulation (active ingredient)
- e. Environmental factors during application (wind speed/direction, temperature, etc.)
- f. Name of applicator
- g. Date and time of application
- h. Spray Reports that meet Department of Agriculture requirements
- i. GPS-generated Spray Maps

VII. EVALUATION CRITERIA

The following criteria will be used to evaluate and rank submittals:

- a) Experience – The Offeror's experience in providing the services as requested in the specifications. (25%)
- b) Responsibility – The Offeror who has the capability, in all respects, to perform fully the contract requirements and the moral and business integrity and reliability that will assure good faith performance as required by these specifications. (20%)
- c) Capability and Skill – Offeror's capability, flexibility and skill to perform the services stated in the specifications. (10%)
- d) Responsiveness – The degree to which the Offeror has responded to the purpose and scope of work. (10%)
- e) Record of performance based on previous work with the City and/or other client references. (10%)
- f) Cost (25%)

EXHIBIT B

City of Lubbock, TX
RFP 14-11810-DT
Brush Control Management in the Lake Alan Henry Watershed

Price Proposal Sheet

ITEM	DESCRIPTION	RATE/PRICE
1.a	Price for Aerial Application of the Herbicide (Arsenal with a surfactant labeled for use over/or adjacent to water at a rate of 15 gallons per acre) on 101 to 200 acres of saltcedar	\$ 105. ⁰⁰ Per Acre
Alternate 1.b	Price for Aerial Application of the Herbicide (Arsenal with a surfactant labeled for use over/or adjacent to water at a rate of 15 gallons per acre) on 201 to 500 acres of saltcedar	\$ 105. ⁰⁰ Per Acre
Alternate 1.c	Price for Aerial Application of the Herbicide (Arsenal with a surfactant labeled for use over/or adjacent to water at a rate of 15 gallons per acre) for greater than 500 acres of saltcedar	\$ 105. ⁰⁰ Per Acre
2	Preliminary flight over the watershed to allow city staff to document the saltcedar kill rates from previous year and to show the pilot the current target area for herbicide application	\$ 0 for first hour Per Hour *

Time Required for performance of work = 1-2 Days weather permitting

Offeror shall mobilize and begin treatment within a 10 day notification.

Offeror shall guarantee that their herbicide application will provide control of the treated areas measured by the lack of regrowth for at least three (3) years after the treatment on at least 85% of the treated area. For purposes of this guarantee, each contiguous area shall be considered individually, and the guarantee shall be considered met if 85% of that contiguous area is controlled. For areas not meeting this requirement, the Offeror agrees to provide re-treatment at no cost to the City. Offeror Accepts this Stipulation Yes No

Prepared by: Adam Tatum

Title: Marketing Manager

Date: 5/1/14

* will not charge first hour. should be able to cover all areas in less than 1 hour. Any additional survey flights or optional flying you would like to do will be \$1000.⁰⁰ per hour.

EXHIBIT B

PROVINE

HELICOPTERS



308 Airport Rd.
Greenwood-Leflore Airport
Greenwood, MS 38930
662-453-9406

Provine Helicopters

Provine Helicopters was established in 1985 in Greenwood, Mississippi by Bob Provine. Since then we have grown from a one helicopter operation to six company-owned Bell JetRanger III's, 20 ground-support vehicles, and 25 employees. Since 1985 we have specialized in aerial application throughout the United States. Operating under a FAR part 137 certificate, Provine's combination of state-of-the-art equipment and experienced pilots and ground crews guarantees the most professional aerial application program money can buy.

Safety is our first priority

Provine Helicopters has an excellent safety program. Each year, Provine's employees attend a mandatory, one week safety conference. Provine is one of only two aerial applicators in the southern United States who run their own recertification program and we have been doing so since 1990. Held at our headquarters at the Greenwood-Leflore Airport, a wide range of programs are presented, including three days of recurrent pilot training, seminars on helicopter accident prevention, pesticides and their safe handling and application, as well as speakers from regulatory agencies and several chemical companies. In addition to the weeklong annual safety meeting, we also hold a one-day mid-season safety meeting and perform random unannounced spot checks in the field.



Services

Provine Helicopters offers aerial application of pesticides for:

- ❖ Forestry
- ❖ Right of Way
- ❖ Range and Pasture
- ❖ Row crops
- ❖ Aquatics
- ❖ Granular applications

We are capable of tailoring a program to fit any application needs the customer may have.

Provine Helicopters works closely with professionals in each area to ensure that we are using the correct equipment and methods in order to obtain the best results from every application.

Equipment

Helicopters

Provine Helicopters owns six Bell Jetranger BIII's

Provine aircraft are equipped with Simplex spray systems including a belly tank, sectional booms and hydraulic pumps.

Our booms can be outfitted with a wide array of Accuflow or CP nozzles to fit any application requirements.

We utilize the popular Hemisphere GPS Satloc system coupled with an Intelliflow variable rate controller. The Satloc system consists of a moving map in the cockpit that "paints" previously sprayed areas to prevent overspray and allow the pilot to maintain uniform application. On large enough areas, a lightbar permits a standard swath pattern to further cut down on over spray. The Intelliflow controller maintains constant gallons per acre output regardless of speed flown. This is critical when maneuvering along a river or streambed.

The Satloc system capabilities include:

- ❖ Moving map display
- ❖ Lightbar guidance
- ❖ Shapefile upload and download
- ❖ Shapefile production
- ❖ Overspray warning
- ❖ Intelliflow flow control coupling

Batch Trucks

Provine Helicopters has 10 batch trucks capable of supporting the helicopters on site for each job. These trucks are equipped with a 4100 gallon aluminum tank divided into 3 compartments. The front compartment is a 500 gallon fuel tank. In the middle is a 3000 gallon fresh water tank which has the capability of being able to load from the top or bottom and is equipped with anti-syphoning measures to prevent any possibility of water source contamination. The third compartment is a 600 gallon batching tank. Each truck is equipped with individual pumps for fuel, fresh water, and chemical. Two separate meters are used for batching chemical and loading the helicopter tank. Each truck has the capability of triple rinsing all chemical containers and the rinse water being added to the batch. There are two-way radios in each truck with exterior speakers mounted on the rear of the truck for communication with the pilot.

Every truck is equipped with a landing pad on top that facilitates loading and gives more flexibility for landing zone selection.

Crew Trucks

Each helicopter has at least one crew truck. This truck is a 3/4 ton pickup truck with a lift gate and a trailer for transporting chemical. All of our crew trucks are equipped with laptops running Delorme Xmap software for GPS navigation. This system can take shapefile uploads which means easier location and access of each site.

Personnel

Pilots

Provine pilots are professional aerial applicators with over 100 years of combined experience.

Pilots are required to participate in flight safety training once a year.

Each pilot is licensed for aerial application in multiple states and must attend yearly recertification training in order to maintain these licenses.

Ground crews

Ground crews consist of a crew leader and one or two truck drivers.

The crew leader's responsibilities include handling day to day logistics, transporting and batching chemical, coordinating with the customer and monitoring the weather.

Batch truck drivers have CDL, hazmat and tanker license and are responsible for hauling water for the operation, loading and fueling the helicopter.

All drivers follow DOT regulations and undergo random drug and alcohol testing.

GPS & GIS

As stated previously, Provine has equipped its helicopters with the latest SATLOC guidance systems. We have a GIS specialist on staff to handle all of our GIS/GPS needs.

Uploads for the Satloc system are generally supplied to Provine Helicopters in ESRI shapefile format. We can take any projections, but we prefer WGS-84 when possible. These uploads are displayed on the moving map so there is no question as to exactly what is to be sprayed. After a job is done the spray files are downloaded as Satloc log files and can be converted into shapefiles in any projection needed.

This makes it possible for us to provide the customer with any form of post application maps desired. Whether it be simple paper maps or Arcview shapefiles, the customer will receive an accurate summary of each job.



For more information contact:

Michael McCool (CEO) 662-453-9406
Adam Tatum (Sales) 662-752-9787

Or visit our website
www.provinehelicopters.com

**City of Lubbock, TX
RFP 14-11810-DT
Revised Insurance**

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

INSURANCE COVERAGE REQUIRED

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

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

<u>TYPE</u>	<u>AMOUNT</u>
Aircraft Liability	\$500,000
General Aggregate	
Product-Comp/Op Agg	
Contractual Liability	
Automotive Liability	
Combined Single Limit	\$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts
Or	
Employer's Liability or Occupational Medical & Disability	\$1,000,000

The City of Lubbock shall be named as additional insured on Auto/General Liability on a primary and non-contributory basis and to include products of completed operations endorsement with a waiver of subrogation in favor of the City on all coverage's.

ADDITIONAL POLICY ENDORSEMENTS

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

REQUIRED PROVISIONS

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

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

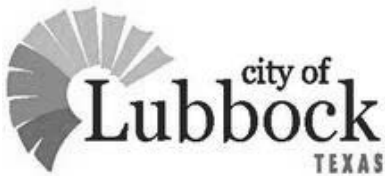
NOTICES

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

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

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

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



Regular City Council Meeting

6. 10.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a street-use-license with Gary and Joni Marie Andrews for a fence encroachment in the right of way along Toledo Avenue and 21st Street.

Item Summary

In order to kept the fence in the right of way Gary Andrews has requested a street use license for a fence encroachment along the right of way of Toledo Avenue. The fence was built 5-feet into the 12-foot right-of way.

The street-use-license will be issued for twenty years, payable every five years. The license fee for each five-year period is \$996 payment in advance, pursuant to current City policy.

All utility companies are in agreement with the street use license.

Fiscal Impact

\$199 a year to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution & License - Andrews

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License ("License"), by and between the City of Lubbock, Texas as licensor, and Gary Andrews and wife, Joni Marie Andrews, as licensee, granting a license to use certain dedicated street property located approximately at 4602 21st Street, for fence encroachment purposes, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Richard Casner, Assistant City Attorney

rc/RES.Gary&Joni Marie Andrews
7.1.2014

STREET USE LICENSE

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

This Street Use License (the "License") is made this _____, 2014, being the date of this License between the **CITY OF LUBBOCK, TEXAS**, a Home Rule Municipal Corporation, hereinafter called the CITY OF LUBBOCK, and **Gary Andrews and wife, Joni Marie Andrews**, hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street (the "Property"), as described in attached Exhibit "A", for fence encroachment purposes.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for a successive five (5) year term not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party sixty (60) days before the expiration of the first, second or third five (5) year term, as the case may be, and further, the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at **4602 21st Street, Lubbock, Tx. 79407**, or the last known address of LICENSEE, as provided to the City Manager of the CITY OF LUBBOCK by LICENSEE.

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

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of NINE HUNDRED NINETY SIX AND 45/100 (\$996.45) DOLLARS cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

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

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

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

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

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

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

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

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

CITY OF LUBBOCK, TEXAS

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher


Dave Booher, Right-of-Way Agent

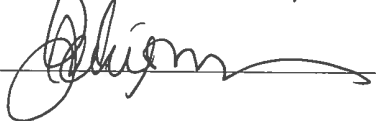
APPROVED AS TO FORM:


Richard Casner, Assistant City Attorney

AGREED TO AND ACCEPTED this _____, 2014.

Gary Andrews and wife. Joni Marie Andrews

By: 

By: 

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

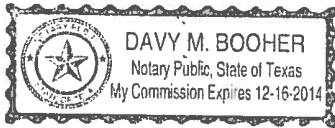
This instrument was acknowledged before me on _____, 2014, by Glen C. Robertson, Mayor of the City of Lubbock, Texas, on behalf of said City.

Notary Public in and for the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on July 2, 2014 by Gary Andrews.




Notary Public in and for the State of Texas

My Commission Expires: 12-16-2014

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on July 2nd, 2014 by Joni Marie Andrews.



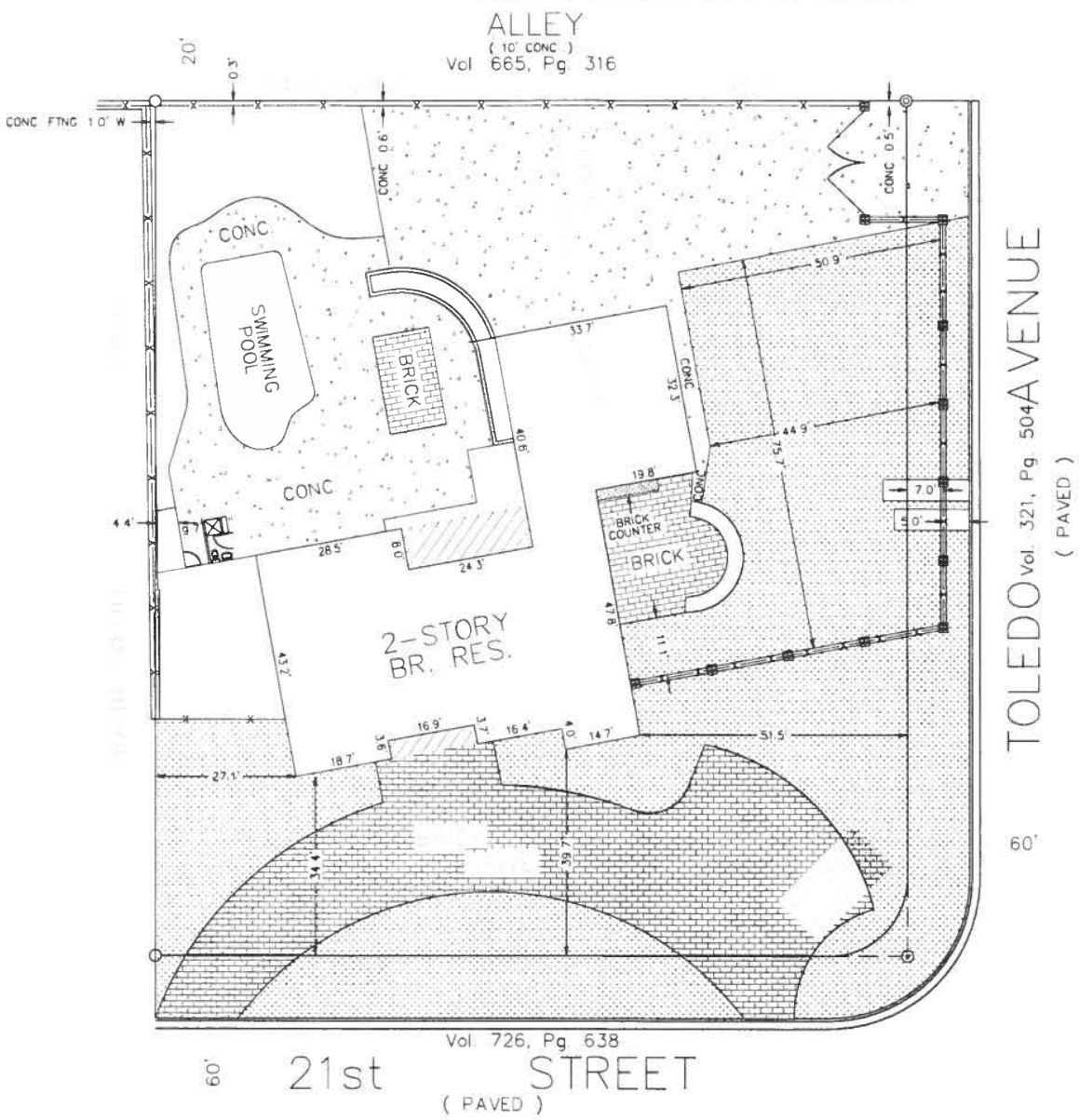
Davy Booher
Notary Public in and for the State of Texas

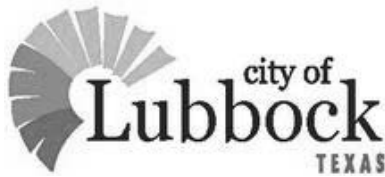
My Commission Expires: 12-16-2014

re Street Use Lic-Gary&Joni Marie Andrews
6.30.14

EXHIBIT "A"

**Beginning at a point which is 25 feet south
of the northeast corner Lot 12, Cain Terrace Addition
Thence East 7 feet to a point
Thence South 78 feet to a point
Thence West 7 feet to a point
Thence North 78 feet to the beginning.**





Regular City Council Meeting

6. 11.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Information Technology: Consider a resolution authorizing the Mayor to execute purchase order contract 33000515 with Dell Marketing LP for the purchase of desktop computers, monitors and laptop computers.

Item Summary

The purchase of the desktop computers, monitors and laptop computers is being made through the City of Lubbock Master Lease program.

Information Technology began the computer replacement program in 2005, replacing City computers each year. This year we are proposing to replace computers with an average life span of 4 -5 years.

The hardware purchase is being made available from the State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Texas Local Government Code Chapter 271.083 authorized local governments to acquire hardware, software and other Information Technology products through the DIR program. Pursuant to Texas Government Code Chapter 791.025, purchases from DIR contracts meet competitive bid requirements.

Fiscal Impact

The purchase price of \$294,840.18 for the 304 desktop computers, monitors and 76 laptop computers is being made through the City of Lubbock Master Lease program.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Purchase Order - Dell Marketing

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 33000515 for the purchase of desktop computers, monitors and laptop computers as per DIR-SDD-1951, by and between the City of Lubbock and Dell Marketing LP of Round Rock, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

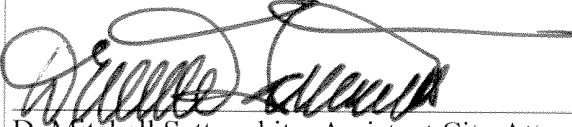
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



D. Mitchell Satterwhite, Assistant City Attorney

vw:ccdoks/RES.Dell Marketing-PurchaseOrd
June 25, 2014



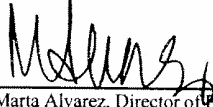
PURCHASE ORDER

Page - 1
 Date - 07/01/2014
 Order Number 33000515 000 OP
 Branch/Plant 3410

TO: DELL MARKETING LP
 RR 8 BOX 8706 ONE DELL WAY
 ROUND ROCK Texas 78682

SHIP TO: CITY OF LUBBOCK
 INFORMATION TECHNOLOGY
 C/O MARK YEARWOOD
 1611 10TH STREET
 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 06/25/2014 Freight
 Requested 07/24/2014 Taken By K SHEPHERD
 Delivery PER J ZHINE / REQ 43918 QTE# 0619014 / DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Precision T1700 MT CTO Worksta	24.000	1,380.2300	EA	33,125.52	07/24/2014
#210-AAJV					
Dell 20 inch Monitor - P2014H	24.000	119.9900	EA	2,879.76	07/24/2014
#320-9798					
3 Yr Limited Monitor Warranty	24.000		EA		07/24/2014
#986-4872					
Latitude 15 5000 Series Laptop	18.000	1,030.4600	EA	18,548.28	07/24/2014
w/docking station #210-ABGO					
Dell Prof 16" Carrying Case	18.000	30.2400	EA	544.32	07/24/2014
#318-1407					
Latitude 15 5000 Series Laptop	58.000	937.5100	EA	54,375.58	07/24/2014
#210-ABGO					
Dell Prof 16" Carrying Case	58.000	30.2400	EA	1,753.92	07/24/2014
#318-1407					
OptiPlex 3020 SFF CTO desktops	280.000	655.7600	EA	183,612.80	07/24/2014
#210-ABIX					

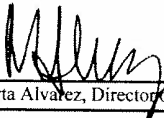


PURCHASE ORDER

Page - 2
Date - 07/01/2014
Order Number 33000515 000 OP
Branch/Plant 3410

TO: DELL MARKETING LP
RR 8 BOX 8706 ONE DELL WAY
ROUND ROCK Texas 78682

SHIP TO: CITY OF LUBBOCK
INFORMATION TECHNOLOGY
C/O MARK YEARWOOD
1611 10TH STREET
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 06/25/2014 Freight
Requested 07/24/2014 Taken By K SHEPHERD
Delivery PER J ZHINE / REQ 43918 QTE# 0619014 / DIR-SDD-1951

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Total Order					
Terms NET 30				294,840.18	

This purchase order encumbers funds in the amount of \$294,840.18 awarded to Dell Marketing LP of Round Rock, Texas, on July 10, 2014. The following is incorporated into and made part of this purchase order by reference: Price quotation 061914 dated June 19, 2014, from Dell Marketing LP of Round Rock, Texas and State of Texas Department of Information Resources (DIR) Contract DIR-SDD-1951. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Customer Name: CITY OF LUBBOCK
Customer #: 001784159
Address: 1611 10TH ST
LUBBOCK, TX 79401-2606
Summary Quote # 061914
Order Total: 294,840.18
State Environmental Fee: \$0.00
Sales Tax: \$0.00
SubTotal: \$294,840.18
Shipping & Handling: \$0.00
Quote Date: 06/19/2014
DIR-SDD-1951
Contract Code: 42AFU



Inside Account Manager
 Kevin Pforge
 512-513-9193

Quote #	Product Description	QTY	Retail	Subtotal	Shipping	Extended
679388574	Dell Precision T1700 MT CTO Base	24		\$36,005.28	\$0.00	\$36,005.28
679388569	Latitude 15 5000 Series	18		\$19,092.60	\$0.00	\$19,092.60
679388564	Latitude 15 5000 Series	58		\$56,129.50	\$0.00	\$56,129.50
679388558	OptiPlex 3020 Small Form Factor CTO	280		\$183,612.80	\$0.00	\$183,612.80

Project Totals		
Hardware		\$294,840.18
Software and Peripherals		\$0.00
Shipping		\$0.00
Sales Tax		\$0.00
Grand Total		\$294,840.18

679388574	QUANTITY: 24	SYSTEM PRICE: \$1,380.23	GROUP TOTAL: \$33,125.52
	Description		Quantity
	Dell Precision T1700 MT CTO Base (210-AAJV)		24
	16GB (4x4GB) 1600MHz DDR3 Non-ECC (370-AAKS)		24
	US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AADG)		24
	Monitor Option-None (320-3316)		24
	BBEQ)		24
	2TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AALG)		24
	Integrated Intel SATA Controller (403-BBCE)		24
	No Media Card Reader (385-BBBL)		24
	Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (389-BCCZ)		24
	Thank you for buying Dell (421-9982)		24
	Dell Data Protection System Tools Digital Delivery/DT (422-0008)		24
	Dell Data Protection Protected Workspace (640-BBEW)		24
	Visit www.dell.com/encryption (640-BBHR)		24
	Not Selected in this Configuration (640-BBHS)		24
	Dell Applications for Windows 7 (658-BBIH)		24
	Waves Maxx Audio (658-BBNH)		24
	RAID 1 (780-BBCC)		24
	No Software Anti-Virus (650-AAAC)		24
	Windows 7 Professional, No Media, 64-bit, Fixed Precision, English (421-5607)		24
	Non-Canada Orders only (332-1286)		24
	Dell Precision T1700 Up to 90% Efficient 365W TPM Chassis (329-BBHW)		24
	Dell Optical (Not Wireless), Scroll USB (3 buttons scroll) Black Mouse (570-AAAJ)		24
	Energy Star 5.2 (387-BBBD)		24
	(555-BBEB)		24
	Not Selected in this Configuration (817-BBBC)		24
	8x Blu-Ray Writer (429-AACF)		24
	Internal Speaker (520-AAAK)		24
	US/Thai/Philippines Power Cord (450-AAFS)		24
	Dell Backup and Recovery Manager for Windows 7 (637-AAAE)		24
	Not Selected in this Configuration (817-BBBC)		24

English Shipping Docs (340-AAMJ)	24
Microsoft Office Software Not Included (379-BBDB)	24
No Windows XP Mode (658-BBNQ)	24
Dell Limited Hardware Warranty Plus Service Initial Year (935-2647)	24
Dell Limited Hardware Warranty Plus Service Extended Year(s) (938-8778)	24
http://support.dell.com/ProSupport or call 1-866-5 (989-3449)	24
Extended (995-4432)	24
ProSupport : 7x24 Technical Support , 2 Year Extended (995-4532)	24
(996-6330)	24
ProSupport : 7x24 Technical Support , Initial (996-6430)	24
1-Watt BIOS (340-ABMZ)	24
Raid Configuration not over 2 TB (411-XXYD)	24
No Out-of-Band Systems Management (631-AAAP)	24
Resource DVD not Included (430-XXYU)	24
No Additional Hard Drive (401-AADF)	24
No Additional Hard Drive (401-AADF)	24
No Setup and Features Guide (340-AAMH)	24
Not Selected in this Configuration (817-BBBC)	24
Graphics 4600) (338-BCET)	24
No DDPE Encryption Software (954-3465)	24
C2 SATA 3.5inch, 2 Hard Drives (449-BBBC)	24
No Chassis Intrusion Switch (481-AAAR)	24
Precision T1700 MT Packaging (328-BBBP)	24
Not Selected in this Configuration (817-BBBC)	24
Cyberlink Media Suite Essentials without Media (658-BBTW)	24
2TB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (401-AAAH)	24
No CompuTrace (481-AABF)	24
No PCIe add-in card (492-BBFF)	24
No Intel Technology enabled (409-BBCF)	24
Intel Core I7 Label (389-BBJP)	24
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	24
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	24
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	24
CFI,information,CSRouting,Eligible,Factory Install (375-3088)	24
CFI Routing SKU (365-0257)	24
CFI,Fee,Integrated,ID3,Image,Factory Install (366-0075)	24
CFI,Rollup,Custom Project,Fee for ESLH (366-1551)	24
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	24

SOFTWARE & ACCESSORIES			
Product	Quantity	Unit Price	Total
GROUP TOTAL: \$2,879.76			
Dell 20 Monitor - P2014H (320-9798)	24	\$119.99	\$2,879.76
3YR Limited Warranty Monitor, Advanced Exchange (986-4872)	24	\$0.00	\$0.00
*Total Purchase Price:			\$36,005.28

679388569		SYSTEM PRICE:	GROUP TOTAL:
QUANTITY: 18		\$1,030.46	\$18,548.28
Description	Quantity		
Latitude 15 5000 Series (210-ABGO)	18		
8GB Dual Channel DDR3 1600MHz (4GBx2) (370-AAPE)	18		
Internal English Single Pointing Keyboard (583-BBJI)	18		
Intel Integrated HD Graphics 4400 (490-BBNB)	18		
Dell Wireless 1506 Driver (555-BBDN)	18		
500GB (5.400 Rpm) Serial ATA Hard Drive (400-AAPZ)	18		

Windows 7 Home Premium, 64-bit, No Media, Latitude, English (421-8036)	18
Non-Canada Orders only (332-1286)	18
6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW)	18
8X DVD+-RW Media Bay Drive (429-AAIL)	18
Dell Wireless 1506 802.11g/n Single Band Wi-Fi Half Mini Card (555-BBCZ)	18
US Power Cord (537-BBBD)	18
No Media (620-AAOH)	18
Dell Backup and Recovery Basic (637-AAAD)	18
BTO Standard shipment Air (800-BBGF)	18
System Documentation, English (340-ACOS)	18
Software for Integrated Camera (319-BBBH)	18
Extended (955-7445)	18
(955-7448)	18
ProSupport: 7x24 Technical Support, 2 Year Extended (955-7455)	18
ProSupport: 7x24 Technical Support, Initial (955-7458)	18
Dell Limited Hardware Warranty Plus Service Extended Year(s) (955-7525)	18
Dell Limited Hardware Warranty Plus Service Initial Year (955-7526)	18
http://support.dell.com/ProSupport or call 1-866-5 (989-3449)	18
Accidental Damage Service, 3 year (973-9184)	18
Accidental Damage Service (988-7689)	18
No Out-of-Band Systems Management (631-AACH)	18
No Resource DVD (430-XXYG)	18
No Fingerprint Reader (Single Pointing) Palmrest (346-BBHP)	18
System Documentation, English (340-ADNT)	18
Energy Star 5.2 (387-BBDK)	18
4th gen Intel Core i5-4300U Processor (1.9 GHz, 3M Cache) (338-BCVB)	18
(329-BBVH)	18
No DDPE Encryption Software (954-3465)	18
BBBI)	18
Light Sensitive Webcam and Noise Cancelling Digital Array Mic (325-BBCS)	18
Ship Material, Shuttle, Mix Model (340-AFZW)	18
No Power DVD (430-XXYY)	18
Regulatory Label, Non-Touch (389-BCZZ)	18
NO INTEL RESPONSIVE (551-BBBJ)	18
Intel Core i5 Processor Label (389-BCCI)	18
Dell HD (1366x768) Wide View Anti-Glare WLED-backlit (391-BBJD)	18
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	18
Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)	18
Dell Digital Delivery Cirrus Client (340-AAUC)	18
Thank you for buying Dell (421-9982)	18
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	18
SW.MY-DELL,CRRS (422-0052)	18
Latitude 15 5000 Software Drivers (551-BBBU)	18
Adobe Reader 11 (640-BBDI)	18
Dell Data Protection Protected Workspace (640-BBEU)	18
Not Selected in this Configuration (640-BBHQ)	18
Visit www.dell.com/encryption (640-BBHR)	18
Waves Maxx Audio Royalty (658-BBNF)	18
No Anti-Virus Software (650-AAAM)	18
65W AC Adapter, 3-pin (492-BBEM)	18
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	18
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	18
CFI,Rollup,Custom Project,Fee for ESLH (366-1551)	18
CFI,Fee,Integrated,ID3,Image,Factory Install (366-0075)	18
CFI Routing SKU (365-0257)	18
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	18
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	18
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	18

SOFTWARE &
ACCESSORIES

GROUP TOTAL: \$544.32

Product	Quantity	Unit Price	Total
Dell Professional 16in Business Case for your Dell Notebook, Customer Kit (318-1407)	18	\$30.24	\$544.32
*Total Purchase Price:			\$19,092.60

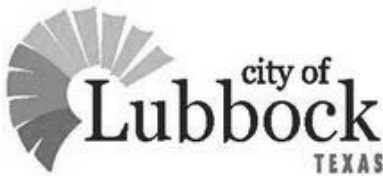
679388564	QUANTITY: 58	SYSTEM PRICE: \$937.51	GROUP TOTAL: \$54,375.58
Description	Quantity		
Latitude 15 5000 Series (210-ABGO)	58		
8GB Dual Channel DDR3 1600MHz (4GBx2) (370-AAPE)	58		
Internal English Single Pointing Keyboard (583-BBJI)	58		
Intel Integrated HD Graphics 4400 (490-BBNB)	58		
Dell Wireless 1506 Driver (555-BBDN)	58		
500GB (5.400 Rpm) Serial ATA Hard Drive (400-AAPZ)	58		
Windows 7 Home Premium, 64-bit, No Media, Latitude, English (421-8036)	58		
Non-Canada Orders only (332-1286)	58		
6-cell (65Wh) Lithium Ion battery with ExpressCharge (451-BBDW)	58		
8X DVD+-RW Media Bay Drive (429-AAIL)	58		
Dell Wireless 1506 802.11g/n Single Band Wi-Fi Half Mini Card (555-BBCZ)	58		
US Power Cord (537-BBBD)	58		
No Media (620-AAOH)	58		
Dell Backup and Recovery Basic (637-AAAD)	58		
BTO Standard shipment Air (800-BBGF)	58		
System Documentation, English (340-ACOS)	58		
Software for Integrated Camera (319-BBBH)	58		
Extended (955-7445)	58		
(955-7448)	58		
ProSupport: 7x24 Technical Support, 2 Year Extended (955-7455)	58		
ProSupport: 7x24 Technical Support, Initial (955-7458)	58		
Dell Limited Hardware Warranty Plus Service Extended Year(s) (955-7525)	58		
Dell Limited Hardware Warranty Plus Service Initial Year (955-7526)	58		
http://support.dell.com/ProSupport or call 1-866-5 (989-3449)	58		
Accidental Damage Service, 3 year (973-9184)	58		
Accidental Damage Service (988-7689)	58		
No Out-of-Band Systems Management (631-AACH)	58		
No Resource DVD (430-XXYG)	58		
No Fingerprint Reader (Single Pointing) Palmrest (346-BBHP)	58		
System Documentation, English (340-ADNT)	58		
Energy Star 5.2 (387-BBDK)	58		
4th gen Intel Core i5-4300U Processor (1.9 GHz, 3M Cache) (338-BCVB)	58		
(329-BBVH)	58		
No DDPE Encryption Software (954-3465)	58		
Light Sensitive Webcam and Noise Cancelling Digital Array Mic (325-BBCS)	58		
Ship Material, Shuttle, Mix Model (340-AFZW)	58		
No Power DVD (430-XXYY)	58		
Regulatory Label, Non-Touch (389-BCZZ)	58		
NO INTEL RESPONSIVE (551-BBBJ)	58		
Intel Core i5 Processor Label (389-BCCI)	58		
Dell HD (1366x768) Wide View Anti-Glare WLED-backlit (391-BBJD)	58		
Microsoft Office Trial, MUI, OptiPlex, Precision, Latitude (630-AABP)	58		
Windows 7 Label, Latitude, Vostro and Mobile Precision Notebooks (330-6322)	58		
Dell Digital Delivery Cirrus Client (340-AAUC)	58		
Thank you for buying Dell (421-9982)	58		
Dell Data Protection Security Tools Digital Delivery/NB (422-0007)	58		
SW.MY-DELL.CRRS (422-0052)	58		
Latitude 15 5000 Software Drivers (551-BBBU)	58		
Adobe Reader 11 (640-BBDI)	58		

Dell Data Protection Protected Workspace (640-BBEU)	58
Not Selected in this Configuration (640-BBHQ)	58
Visit www.dell.com/encryption (640-BBHR)	58
Waves Maxx Audio Royalty (658-BBNF)	58
No Anti-Virus Software (650-AAAM)	58
65W AC Adapter, 3-pin (492-BBEM)	58
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	58
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	58
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	58
CFI,Fee,Integrated,ID3,Image,Factory Install (366-0075)	58
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	58
CFI,Rollup,Custom Project,Fee for ESLH (366-1551)	58
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	58
CFI Routing SKU (365-0257)	58

SOFTWARE & ACCESSORIES			
GROUP TOTAL: \$1,753.92			
Product	Quantity	Unit Price	Total
Dell Professional 16in Business Case for your Dell Notebook, Customer Kit (318-1407)	58	\$30.24	\$1,753.92
*Total Purchase Price:			\$56,129.50

679388558	QUANTITY: 280	SYSTEM PRICE: \$655.76	GROUP TOTAL: \$183,612.80
Description	Quantity		
OptiPlex 3020 Small Form Factor CTO (210-ABIX)	280		
8GB, NON-ECC, 1600MHZ DDR3,2DIMM,OptiPle (370-AADC)	280		
US English (QWERTY) Dell KB212-B QuietKey USB Keyboard Black (580-AAQX)	280		
Dell 20 Monitor - P2014H (480-ABMB)	280		
Intel Integrated Graphics, Dell OptiPlex (490-BBFG)	280		
No Wireless LAN Card (555-BBNI)	280		
500GB 3.5inch Serial ATA (7,200 Rpm) Hard Drive (400-AANO)	280		
Windows 7 Home Premium,No Media, 64-bit, OptiPlex, English (421-5549)	280		
Non-Canada Orders only (332-1286)	280		
OptiPlex 3020 Small Form Factor Chassis with Standard Power Supply (321-BBEP)	280		
Dell Logitech USB Optical Mouse (570-AADU)	280		
No ESTAR (387-BBCG)	280		
8X Slimline DVD+-RW drive (429-AAJU)	280		
Internal Dell Business Audio Speaker (520-AABP)	280		
Thank You for Choosing Dell (555-BBNG)	280		
System Power Cord (Philippine/TH/US) (450-AAOJ)	280		
OS-Windows Media Not Included for N-Series (620-AALW)	280		
No Dell Backup and Recovery software (637-AAAM)	280		
Desktop BTO Standard shipment (800-BBIO)	280		
Not Selected in this Configuration (817-BBBC)	280		
Safety/Environment and Regulatory Guide (English/French/Dutch) (340-AGIK)	280		
Dell Limited Hardware Warranty Plus Service Initial Year (936-2417)	280		
Dell Limited Hardware Warranty Plus Service Extended Year(s) (939-6538)	280		
Diagnosis Initial Year (939-6748)	280		
Diagnosis 2 Year Extended (939-7288)	280		
Management Engine (340-AGMO)	280		
No Diagnostic/Recovery CD media (340-ABJI)	280		
No Quick Reference Guide (340-ABKW)	280		
Graphics) (338-BCIF)	280		
No DDPE Encryption Software (954-3465)	280		
Chassis Intrusion Switch (461-AAAX)	280		

Small Form Factor Chassis Mainstream Heatsink (65watts) (412-AABL)	280
SHIP MTL,SYSM,OptiPlex SFF (340-ACGR)	280
No Accessories (461-AABV)	280
PowerDVD Software not included (632-BBBJ)	280
Regulatory Label OptiPlex 3020 Small Form Factor (389-BDSE)	280
Intel Core I3 Label (389-BCCY)	280
No Productivity Software,Dell OptiPlex,Precision and Latitude (421-3872)	280
Windows 7 Label, OptiPlex, Fixed Precision, Vostro Desktop (330-6228)	280
Dell Digital Delivery Cirrus Client (340-AAUC)	280
Firmware and Apps,OptiPlex (421-5334)	280
Thank you for buying Dell (421-9982)	280
Dell Data Protection System Tools Digital Delivery/DT (422-0008)	280
SW,MY-DELL,CRRS (422-0052)	280
Visit www.dell.com/encryption (632-BBBZ)	280
Thank you for buying Dell (632-BBCB)	280
Adobe Reader 11 (640-BBDF)	280
Dell Data Protection Protected Workspace (640-BBEV)	280
Enable Low Power Mode (658-BBMQ)	280
Waves Maxx Audio (658-BBNH)	280
No Anti-Virus Software (650-AAAJ)	280
CFI Routing SKU (365-0257)	280
CFI,Fee,Integrated,ID3,Image,Factory Install (366-0075)	280
CFI,Software,Image,Quick Image,Titan,Factory Install (372-9740)	280
CFI,Information,CSRouting,Eligible,Factory Install (375-3088)	280
CFI,Information,WIN7,VLA,ONLY,Factory Install (375-4258)	280
CFI,Rollup,Custom Project,Fee for ESLH (366-1551)	280
CFI,Information,MBRBR,PART,DNR,Factory Install (376-6665)	280
CFI,Information,ID3,WIN7,64BIT,Factory Install (375-9043)	280
*Total Purchase Price:	\$183,612.60



Regular City Council Meeting

6. 12.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Community Development: Consider a resolution authorizing the Mayor to execute contract 11866 with Planks A/C - Heat for Comprehensive Energy Assistance Program (CEAP) service and repair of existing heating & cooling units and installation of portable air conditioning units, ITB 14-11866-TF.

Item Summary

The invitation to bid establishes annual pricing for the repair of existing central heating and cooling units including all major parts and the installation of portable air conditioning.

The funding source for this contract is a pass through grant from Texas Department of Housing and Community Affairs. The Household Crises Component allows for the repairs of existing units and installation of portable units once eligibility requirements are met and specific weather criteria has been met locally. This component has a total of \$75,000 allocated toward it for repair and installation.

Bids were received from the following companies:

Company	Amount
Best Value Plumbing of Lubbock, TX	\$ 14,694*
Planks A/C - Heat of Lubbock, TX	164,387
Arguijo Heating & Air Conditioning LLC of Levelland, TX	188,325
Thrifty Plumbing-HVAC of Lubbock, TX	190,470
Dan's Appliance Heating & Air Conditioning of Lubbock, TX	347,546

*Not Quoted as Specified

The Contract is awarded by the unit price. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

Best Value Plumbing of Lubbock, TX, did not complete the bid form as specified. Items marked "N/A" are considered to be not quoted as specified.

Staff recommends the contract be awarded to Planks A/C – Heat of Lubbock, TX, in the amount of \$164,387. This contract is for one year with the option to renew for one additional one year term with written consent from both parties.

Fiscal Impact

The funds used are State funds from the CEAP. There is no impact on the general revenue fund. The maximum to be allocated to this program is \$75,000.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Contract - Planks AC - Heat

Tab Sheet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 11866 for CEAP service and repair of existing heating & cooling units and installation of portable air conditioning units, per ITB 14-11866-TF, by and between the City of Lubbock and Planks A/C - Heat, of Lubbock, TX, 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.

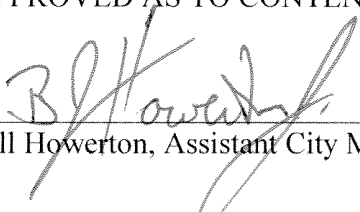
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

RES.Contract-Planks AC - Heat
6.5.14

**City of Lubbock, TX
Contract for Services
For CEAP Service and Repair of Existing Heating
& Cooling Units and Installation of Portable Air Conditioning Units**

THIS CONTRACT made and entered into this 10th day of July, 2014, by and between the City of Lubbock ("City"), and Planks A/C - Heat, of Lubbock, TX, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Comprehensive Energy Assistance Program (CEAP) Service and Repair of Existing Heating & Cooling Units and Installation of Portable Air Conditioning Units and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City a contract with said Contractor covering the purchase and delivery of the said CEAP service and repair of existing heating & cooling units and installation of portable air conditioning units.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with the City's specifications, the required contract provisions, and the Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, CEAP service and repair of existing heating & cooling units and installation of portable air conditioning units and more specifically referred to as items one through twenty-two on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a one-year period from the date of notification of acceptance, and may, by mutual agreement, be renewed at the same terms and conditions for an additional one-year term. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract insurance requirements.
7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
10. 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.

11. This Contract consists of the following documents set forth herein; Invitation to Bid No. 14-11866-TF, Specifications, and the Bid Form.

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

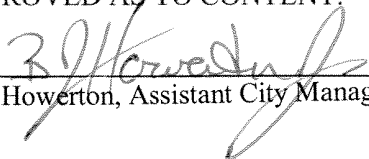
CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Assistant City Attorney

CONTRACTOR

BY 

Authorized Representative

CHARLES E. PLANKS
Print Name

7307 60 RD
Address

Lubbock, TX 79409
City, State, Zip Code

City of Lubbock, TX
ITB 14-11866-TF
CEAP Service and Repair of Existing Heating & Cooling Units and Installation of Portable Air
Conditioning Units
Specifications

1 INTENT

- 1.1 The City of Lubbock has issued this Invitation to Bid (ITB) because the City is seeking a contract for Comprehensive Energy Assistance Program (CEAP) Service and repair of existing heating & cooling units and installation of portable air conditioning units with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this bid; however, is an option reserved by the City, based on the needs of the City. Interested Contractors must complete the bid form and submit it along with the other required documentation.
- 1.2 The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2 SCOPE OF WORK & GENERAL REQUIREMENTS

- 2.1 Bidders are asked to refer to the bid form for specifications and general requirements for the project.
- 2.2 The Contractor shall comply with the U.S. Department of Energy and U.S. Department of Health and Human Services and Texas Department of Housing and Community Affairs – Energy Weatherization Assistance Program (policies and procedures). Copies of these manuals are available upon request.

3 AWARD OF CONTRACT

- 3.1 The contract may be awarded to multiple responsive, responsible bidder(s) whose bid(s) conform to the solicitation and are most advantageous to the City of Lubbock.
- 3.2 The Contract shall be for a one-year period from the date of notification of acceptance, and may, by mutual agreement, be renewed at the same terms and conditions for an additional one-year term. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.

4 PROJECT START

- 4.1 The Contractor shall initiate the work upon issuance of the Notice to Proceed by the Director of Purchasing and Contract Management.

5 COMPLETION TIME

- 5.1 Completion time for each task assigned shall be determined mutually by the awarded Contractor and Coordinator of CEAP Services.

6 TERMINATIONS FOR DEFAULT

- 6.1 After a set completion time has been agreed upon and rendered into writing for each task and if Contractor defaults in its performance under this Contract and does not cure the default within 30 days after written notice of default, the City of Lubbock may terminate the contract, in whole or in part, upon written notice without penalty to the City.

City of Lubbock, TX
ITB 14-11866-TF
CEAP Service and Repair of Existing Heating & Cooling Units and Installation of Portable Air
Conditioning Units
Specifications

7 GENERAL REQUIREMENTS

- 7.1 The Contractor acknowledges that he has received and carefully examined the attached General Specifications for ELIGIBLE C.E.A.P. - E.C.P. WORK ITEMS listed individually.
- 7.2 LEAD BASED PAINT: Use Safe Work Practices
- 7.3 The Contractor proposes to furnish all materials and accomplish all work described herein in
- 7.4 Please complete and return the work item list for the Eligible Comprehensive Energy Assistance Program (C.E.A.P.) Component: Energy Crisis Program (E.C.P.).
 - a. All Lead Renovation, Repair, Remodeling Rules apply.
 - b. Please Round to the Nearest Dollar.

REQUIRED CONTRACT PROVISIONS

The following contract provisions or conditions are required by Texas Department of Housing and Community Affairs (TDHCA) on all procurement contracts and subcontracts for the Comprehensive Energy Assistance Program and Weatherization Assistance Program.

I. Administrative, Contractual or Legal Remedies

In instances where the Contractor violates or breaches this Contract the City may apply administrative, contractual or legal remedies. The City may suspend all activities temporarily pending either corrective action by the contractor or a decision by the City to terminate this contract.

II. Suspension or Termination

The City may terminate this contract, in whole or in part, at any time City determines that there is cause for termination including but not limited to the following circumstances:

1. If Contractor neglects to execute the Work properly, in a timely manner, refuses to supply proper or sufficient materials or workmanship, or fails to perform any provisions of the contract.
2. If Contractor is adjudged bankrupt, makes a general assignment for the benefit of his creditors, or if a receiver is appointed of insolvency.
3. If Contractor fails to make prompt payment to any Subcontractor and supplier for material or labor,
4. If Contractor commits continual violation of public laws or ordinances.

III. Non-discrimination and Equal Opportunity

No person shall on the ground of race, color, religion, sex, national origin, age, disability, political affiliation or belief be excluded from participation in, be denied the benefit of, be subjected to discrimination under, or be denied employment in the administration of or in connection with any program or activity funded in whole or in part with funds made available under this contract.

IV. Labor Standards

The Contractor agrees to comply with the requirements of the Secretary of Labor in accordance with the Copeland "Anti-Kickback" Act (40 U.S.C.276a-276a-5; 40 U.S.C. 327 and 40 U.S.C. 26c) and all other applicable Federal, state and local laws and regulations pertaining to the labor standards insofar as those acts apply to the performance of this contract.

V. Reporting and Patent Rights

Contractor shall abide by all requirements and regulations pertaining to the reporting and patent rights involving research, developmental experimental, or demonstration work, with respect to any discovery or invention which arises or is developed in the course of satisfying the terms of this agreement.

VI. Indemnity and Release

Contractor shall indemnify and hold harmless, to the fullest extent permitted by law, the City, and City's representative 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.

VII. Conflict of Interest and Nepotism.

Contractor covenants that neither it nor any member of its governing body presently has any interest or shall acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this contract. Contractor further covenants that in the performance of this contract no person having such interest shall be employed or appointed by contractor.

No person (1) Who is an employee, agent, consultant, officer, or official of the contractor and who exercises or has exercised any functions or responsibilities with respect to assisted contract activities; or (2) Who is in a position to participate in a decision making process or gains inside information with regard to such activities may obtain a personal or financial interest or benefit, direct or indirect, in any contract, subcontract, or agreement with respect thereto, or the proceeds there under, either for themselves or those with whom they have familiar or business ties, during their tenure.

Contractor's employees, officers, and/or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors, or potential subcontractors.

VIII. Sectarian Activity

Contractor shall ensure that no funds under this contractor are used, either directly or indirectly, in the support of any religious or anti-religious activity, workshop or instruction.

XI. Prohibit Political Activity and Lobbying

None of the funds provided under this contract shall be used for influencing the outcome of any election, or the passage or defeat of any legislative measure. This prohibition shall not be construed to prevent any official or employee of Contractor from furnishing to any member of its governing body upon request, or to any other local or official not considered under law to be confidential information. Any action taken against an employee or official for supplying such information shall subject the person initializing the action to immediate dismissal from employment.

No funds provided under this Contract may be used directly or indirectly to hire employees or in any other way fund or support candidates for the legislative, executive or judicial branches of government of Contractor, State of Texas, or the government of the United States.

None of the funds provided under this contract shall be paid to any official or employee who violates any of the provisions of this section.

XII. Prevention of Waste, Fraud and Abuse

Contractor shall establish, maintain, and utilize internal control systems and procedures sufficient to prevent, detect, and correct incidents of waste, frauds, and abuse in WAP or CEAP and to provide for the proper and effective management of all program and fiscal activities funded by this contract. Contractor's internal control systems and all transactions and other significant events must be clearly documented and the documentation made readily available to review by department.

Contractor shall give City complete access to all of its records, employees, and agent for the purpose of monitoring or investigating the Weatherization / CEAP programs. Contractor shall fully cooperate with the department's efforts to detect, investigate and prevent waste, fraud, and abuse. Contractor shall immediately notify the City of any identified instances of waste, fraud, or abuse.

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

XIII. Changes and Amendments

Any alterations, additions, or deletions to the terms of this contract which are required by changes in federal law and regulations or statute are automatically incorporated into this contract without written administrative code amendment hereto, and shall become effective on the date designated by such law or regulation.

Except as specifically authorized by the agency in writing or otherwise authorized by the terms of this contract and any alterations, additions, or deletions to the terms of this contract shall be amended hereto in writing and executed hereto in writing and executed hereto in writing and executed by both parties to contract.

XIV. Legal Authority

Contractor represents that it posses the practical ability and the legal authority to enter into this contract, receive and manage the funds authorized by this contract, and to perform the services Contractor has obligated itself to perform under this contract.

The person signing this contract on behalf of contractor hereby warrants that he/she has been authorized by Contractor to execute this contract on behalf of Contractor and to bind contractor to all terms herein set forth.

XV. Access to Records

The Contractor shall furnish and cause each of its subcontractors to furnish all information and reports required hereunder and will permit access to its books, records and accounts by the City, State or its agent or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and revisions stated herein.

XVI. Records to Maintain

Contractor shall maintain all records required by the State of Texas Department of Housing and Community Affairs, and that are pertinent to the activities to be funded under this Contract.

Retention

Contractor shall retain all records pertinent to expenditures incurred under this Contractor for a period of five (5) years after the termination of all activities funded under this Contract, or after the resolution of all State and audit findings whichever occurs later.

XVII. Clean Air and Clean Water Act

The Grantee agrees to comply with the following requirements insofar as they apply to the performance of this contract. Clean Air Act, 42 U.S.C., 701, et seq.

Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

XVIII. Non-discrimination

No person shall, on the ground of race, color, national origin, or sex be excluded from participation in, be denied from the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under the contract.

Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1990, or with respect to an otherwise qualified disabled individual as provided in section 04 of the Rehabilitation Act of 1973, shall also comply to any such program or activity.

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF LABOR RELATIONS
FEDERAL LABOR STANDARDS PROVISIONS
form HUD-4010

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration . . . makes, utters or publishes any statement knowing the same to be false . . . shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) **Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) ~~No~~ laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

DAVIS-BACON WAGE DETERMINATIONS

EXHIBIT A

General Decision Number: TX140274 01/03/2014 TX274

Superseded General Decision Number: TX20130274

State: Texas

Construction Type: Residential

Counties: Crosby and Lubbock Counties in Texas.

RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories).

Modification Number Publication Date
 0 01/03/2014

* ELEC0602-004 09/01/2012

	Rates	Fringes
Electrician.....	\$ 24.50	8.30+3%

SUTX2009-180 06/03/2009		

	Rates	Fringes
CARPENTER.....	\$ 11.76	0.00
LABORER: Common or General.....	\$ 7.58	0.00
PAINTER: Brush and Roller.....	\$ 9.13	0.00
PLUMBER.....	\$ 15.50	2.00
ROOFER.....	\$ 9.35	0.00
SHEET METAL WORKER.....	\$ 10.88	0.00

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters, PLUM, indicate the international union and the four-digit number, 0198, that follows indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination.

The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data.

Example: SULA2004-007

5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

EXHIBIT B

Prevailing Wage Rates
Overtime Rate

The rate for overtime (in excess of forty hours per week) shall be as required by the Fair Labor Standards Act.

EXHIBIT C

Prevailing Wage Rates
Legal Holiday Rate

The rate for legal holidays shall be as required by the Fair Labor Standards Act.

Code of Federal Regulations

Title 29 - Labor

Volume: 1 Date: 2011-07-01

Original Date: 2011-07-01

Title: Section 5.5 - Contract provisions and related matters.

Context: Title 29 - Labor. Subtitle A - Office of the Secretary of Labor. PART 5 - LABOR STANDARDS PROVISIONS APPLICABLE TO CONTRACTS COVERING FEDERALLY FINANCED AND ASSISTED CONSTRUCTION (ALSO LABOR STANDARDS PROVISIONS APPLICABLE TO NONCONSTRUCTION CONTRACTS SUBJECT TO THE CONTRACT WORK HOURS AND SAFETY STANDARDS ACT). Subpart A - Davis-Bacon and Related Acts Provisions and Procedures.

§ 5.5 Contract provisions and related matters.

(a) The Agency head shall cause or require the contracting officer to insert in full in any contract in excess of \$2,000 which is entered into for the actual construction, alteration and/or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution (except where a different meaning is expressly indicated), and which is subject to the labor standards provisions of any of the acts listed in § 5.1, the following clauses (or any modifications thereof to meet the particular needs of the agency, *Provided*, That such modifications are first approved by the Department of Labor):

(1) *Minimum wages.* (i) All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period

(but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (a)(1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(ii) (A) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination. (

B) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(C) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so

advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a) (1) (ii) (B) or (C) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(2) *Withholding.* The (write in name of Federal Agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the (Agency) may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(3) *Payrolls and basic records.* (i) Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b) (2) (B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made

and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(ii)(A) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency). The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the (write in name of appropriate federal agency) if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit them to the applicant, sponsor, or owner, as the case may be, for transmission to the (write in name of agency), the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the sponsoring government agency (or the applicant, sponsor, or owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5 (a) (3) (ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under § 5.5 (a) (3) (i) of

Regulations, 29 CFR part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(C) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph (a) (3) (ii) (B) of this section.

(D) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under paragraph (a) (3) (i) of this section available for inspection, copying, or transcription by authorized representatives of the (write the name of the agency) or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

(4) *Apprentices and trainees*—(i) *Apprentices*. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise

employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) *Trainees.* Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the

applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) *Equal employment opportunity.* The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

(5) *Compliance with Copeland Act requirements.* The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

(6) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the (write in the name of the Federal agency) may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

(7) *Contract termination: debarment.* A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

(8) *Compliance with Davis-Bacon and Related Act requirements.* All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

(9) *Disputes concerning labor standards.* Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

(10) *Certification of eligibility.* (i) By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(b) *Contract Work Hours and Safety Standards Act.* The Agency Head shall cause or require the contracting officer to insert the following clauses

set forth in paragraphs (b) (1), (2), (3), and (4) of this section in full in any contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by § 5.5(a) or 4.6 of part 4 of this title. As used in this paragraph, the terms *laborers* and *mechanics* include watchmen and guards.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b) (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b) (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b) (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b) (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b) (1) through (4) of this section.

(c) In addition to the clauses contained in paragraph (b), in any contract subject only to the Contract Work Hours and Safety Standards Act and not to

any of the other statutes cited in § 5.1, the Agency Head shall cause or require the contracting officer to insert a clause requiring that the contractor or subcontractor shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contract for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. Further, the Agency Head shall cause or require the contracting officer to insert in any such contract a clause providing that the records to be maintained under this paragraph shall be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the (write the name of agency) and the Department of Labor, and the contractor or subcontractor will permit such representatives to interview employees during working hours on the job.

The information collection, recordkeeping, and reporting requirements contained in the following paragraphs of this section were approved by the Office of Management and Budget:

Paragraph	OMB Control Number
(a) (1) (ii) (B)	1215-0140
(a) (1) (ii) (C)	1215-0140
(a) (1) (iv)	1215-0140
(a) (3) (i)	1215-0140,
.	1215-0017
(a) (3) (ii) (A)	1215-0149
(c)	1215-0140,
.	1215-0017

[48 FR 19540, Apr. 29, 1983, as amended at 51 FR 12265, Apr. 9, 1986; 55 FR 50150, Dec. 4, 1990; 57 FR 28776, June 26, 1992; 58 FR 58955, Nov. 5, 1993; 61 FR 40716, Aug. 5, 1996; 65 FR 69693, Nov. 20, 2000; 73 FR 77511, Dec. 19, 2008]

Effective Date Note: At 58 FR 58955, Nov. 5, 1993, § 5.5 was amended by suspending paragraph (a) (1) (ii) indefinitely.

BID FORM
City of Lubbock, TX
ITB 14-11866-TF
CEAP Service and Repair of Existing Heating & Cooling Units and Installation of Portable Air Conditioning Units

In compliance with the **Invitation to Bid 14-11866-TF**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 14-11866-TF is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black **ink** or by typewriter.

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost = (A + B) x QTY
1	15	EA	<p><u>HEATING AND AIR CONDITIONING SYSTEMS</u> <u>EXISTING CENTRAL HEAT AND A/C: SERVICE EXISTING (TUNE-UP)</u> Return Air – Clean out the return air area. Seal up as much of the wall cavities as can be reached. Provide additional return air for the system, including ducts if necessary.</p>	<p><i>200.00</i> <i>Free</i> \$ 75.00</p>	<p><i>one hundred</i> 100.00</p>	<p>2625.00</p>
2	15	EA	<p>Furnace: Natural Gas, Propane or Electric Gas – Service the heating unit by cleaning the heat exchanger/burner compartment and cabinet. Reconnect gas valve and flex line to system, Leak Free. Hard pipe the gas line from the furnace gas valve to outside of the furnace cabinet, then connect the flex gas line to the cut-off valve. Operate the furnace and render in proper and safe operation. Electric – Clean all furnace cabinet. Check all electrical terminal connections and ensure all connections are made proper and tight. (any wire-splices are to be placed inside junction boxes) Operate the furnace and render in proper and safe operation.</p>	<p><i>one hundred</i> \$ 100.00</p>	<p><i>three hundred thirty nine</i> 339.00</p>	<p>6,585.00</p>

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Bidder's Initials C.E.P.

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost = (A + B) x QTY
3	15	EA	<p>Central A/C: Capture the a/c refrigerant and remove the indoor a/c coil over the furnace. Power clean the coil with a cleaning agent recommended for this use. Re-install the indoor coil over the furnace. Seal all joints with MASTIC and/or Approved foil tape. Connect the refrigeration line set. Pressure up to the proper operating pressures as listed by the manufacturer.</p> <p>Check for leaks. Ensure "LEAK FREE" connections. ENSURE THAT THE REFRIGERATION LINE IS <u>ALL</u> INSULATED. Ensure that the electrical disconnect is properly wired in and weather protected. Check to ensure that the a/c is properly breaker protected.</p> <p>BREAKER PROTECTION. at the electrical panel box, independently, sized recommended by the equipment listing. Operate the central a/c and check air supply temperatures and return air temperatures.</p> <p>Industry standards state acceptable air temperature to be between 15-20 degrees differences from supply to return air, <u>with 20-degree difference being the best / OPTIMUM.</u></p>	\$ 133.00	270.00	6045.00
4	15	EA	<p>OUTDOOR CONDENSING UNIT (Tune Up): Cut / remove any vegetation away from the unit. Ensure that the unit is at least 3" off from the ground / grade. Include installing a new condensor pad (if necessary). POWER CLEAN the outdoor condensor COILS.</p>	\$ 50.00	100.00	2250.00
5	15	EA	<p>All Wall Heaters: Service and Clean (Tune-Up) Service by cleaning the burners and the thermocoupler. Check ALL the vent flue pipe and ensure proper venting, all the way out over the roof. Ensure the vent terminates at least 12" over the roof. Operate the furnace and check for proper and safe operation.</p>	\$ 40.00	200.00	3600.00
6	15	EA	<p>Vent Pipe Replacement: Replace the vent pipe from the heating system location and terminate over the roof. Ensure that all joints are fastened in place. OVER THE ROOF, include a NEW FLASHING (if necessary) Include a new rain collar and rain cap.</p> <p>Flashing, install below shingles and seal ALL visible nail heads with silicone sealant. APPLIES TO ALL APPLIANCES REQUIRING VENTING. (Wall heaters, central heaters, etc.)</p>	\$ 175.00	100.00	4125.00

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Bidder's Initials C.E.F.

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost = (A + B) x QTY
			<p><u>WINDOW A/C UNITS: EVAPORATIVE REPLACEMENT FROM EXISTING OR NEW INSTALL:</u></p> <p>Remove the old evap. Cooler unit and haul off to code legal dump. Replace the EVAPORATIVE window unit AND/OR Roof top unit in each window / location specified.</p> <p>Complete installation is to include installing WEATHER-PROOF materials on each side of the window opening not covered by the window unit. Include sealing the window sash with backer insulation or other materials used to seal that is not a permanent installation. (DO NOT USE EXPANDO-FOAM)</p> <p>On the roof top units, install new flashing and seal the base perimeter with TAR ROOF COATING/SEALER</p> <p>Include all the parts necessary for the essential operating requirements, such as; PADS, Water float, water line with water valve attachment, water pump, motor, water supply lines</p> <p>Over the pads. SECURE THE WATER LINE IN PLACE AND ROUT WATER LINE TO PROTECT FROM PHYSICAL DAMAGE. Provide a cover for the front air diffuser to seal when not in use (WINTER TIME).</p> <p>Connect the unit to an approved outlet as per the MANUFACTURERS' RECOMMENDATIONS. Provide a stand (metal or pre-treated wood) if necessary.</p> <p>INSTALL PLUMB AND LEVEL. Provide chains secured to the window trim or wall for added stabilization, if necessary.</p>			
7	1	EA	Replacement from existing or new install as specified above for size: 3400- C.F.M.	\$750.00	250.00	1,000.00
8	3	EA	Replacement from existing or new install as specified above for size: 4400- C.F.M.	\$909.00	250.00	3,177.00
9	1	EA	Replacement from existing or new install as specified above for size: 5000- C.F.M.	\$850.00	250.00	1,100.00

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Bidder's Initials C.E.P

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost = (A + B) x QTY
10	5	EA	<p><u>EVAPORATIVE COOLER: SERVICE AND REPAIR EXISTING UNITS</u> All units Window and Roof Top Units <u>ALL SIZES</u> Service and repair is to include: Replacing the pads, float and the water pump. Oil the fan bearings. Empty out and clean the interior water pan. COAT THE INTERIOR WATER PAN WITH TAR SEALANT or OTHER SEALANT to help prevent further RUSTING. Check the water supply line and water valve. Valve connection at the exterior hose bibb should be leak free. Secure the water line in place, re-route line to protect from physical damage. Render the water line, water pan - LEAK FREE. ROOF TOP UNITS: Include RE-SEALING all of the metal flashing at the duct-roof penetration, void of any open gaps and cracks. All the electrical should be placed in weather-proof materials.</p>	\$ 110.00	200.00	1550.00
			<p><u>REFRIGERATED WINDOW A/C UNIT REPLACEMENT AND / OR INSTALLATION:</u></p> <p>Remove the existing / old window unit and haul off to code legal dump. Replace the refrigerated window unit in each window / location specified. Complete installation is to include installing WEATHER-PROOF materials on each side of the window opening not covered by the window unit. Include sealing the window sash with backer insulation or other materials used to seal that is not a permanent installation. (DO NOT USE EXPANDO-FOAM)</p> <p>Provide a cover for the front air diffuser to seal when not in use (WINTER TIME). Connect the unit to an approved outlet as per the MANUFACTURERS' RECOMMENDATIONS. Replacement MUST BE "<u>ENERGY STAR</u>" rated (IF AVAILABLE). (10.8 - E.E.R. OR BETTER)</p> <p>Render the window unit in SAFE AND PROPER OPERATING CONDITION. WARRANTY LABOR AND MATERIALS FOR 1-YEAR and materials may have additional warranties. Supply all warranty information to homeowner.</p>			

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Bidder's Initials C.E.P

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost = (A + B) x QTY
11	10	EA	Replacement and/or installation as specified for size: 5,000 BTU	\$200.00	200.00	4,000.00
12	10	EA	Replacement and/or installation as specified for size: 8,000 BTU	\$322.00	200.00	5,220.00
13	25	EA	Replacement and/or installation as specified for size: 10,000BTU	\$603.00	200.00	1,5075.00
14	5	EA	Replacement and/or installation as specified above for size: 12,000 BTU	\$471.00	200.00	3355.00
15	5	EA	<u>REFRIGERATED A/C WINDOW UNITS: SERVICE, CLEAN AND REPAIR</u> Clean and service should include: Clean the fan coils, brush out the fins-straight. Include properly sealing each side, top and bottoms of the windows. Check for proper installation, properly secured in place. Ensure that the unit is slightly leaning <u>OUT-WARD</u> for condensations run-off.	\$49.00	150.00	995.00
16	15	EA	Return Air Area: Central System (as a "Repair" only) Clean out the central system return air area. Seal off all the interior wall cavaties. Seal all joints (walls, floors and platform) with mastic sealant. Ensure that the return is large enough for the system installed.	\$45.00	175.00	3300.00
17	15	EA	Heating & A/C: Smart Thermostat (as a "Repair" only) Purchase and install a Smart thermostat, that is Digital and programmable. Educate the Client On Functionality. It is not warranted, if Clients cannot be adequately trained.	\$150.00	75.00	3,325.00

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Bidder's Initials C.B.F.

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost = (A + B) x QTY
18	15	EA	<p><u>Duct Work: Install and/or Replace all new, supply and returns (as a "Repair" only)</u> Duct tape NOT ALLOWED for securing ducts. All ducting is to be new unless otherwise specified by the inspector. All ducts, plenum and register boxes are to be <u>INSULATED (R - 6 or BETTER)</u>. Any tap made into a plenum or trunkline is to be made "AIR TIGHT" and with a start collar. All flex duct connections are to be made with duct ties and approved HVAC TAPE AND MASTIC. Register boxes are to have SHEET METAL ELBOWS, screwed and taped. Plenum connections made to the furnace shall be "AIR TIGHT" and taped. All new plenums and trunklines must be of DUCT BOARD and shall be STAPLED and TAPED.</p> <p>Include all air registers to all rooms, including bathrooms. (AIR REGISTERS ARE TO HAVE DAMPER CONTROLLED AIR FLOW). Include Properly sized return air. Mobile Home Type and/or Home with Attic (Bidder will supply drop)</p>	\$ 150.00	50.00	3000.00
19	15	EA	<p><u>Duct Sealing: Supply locations (as a "Repair" only)</u> Seal duct work in the attic by pulling insulation away from the duct-boot, seal all the duct boot, seal all the duct boot with MASTIC SEALANT, re-secure duct insulation with Zip-Ties. Mobile Home Type and/or Home with Attic (Bidder will supply drop)</p>	\$ 23.00	57.00	1200.00
20	15	EA	<p><u>Duct sealing: Main Plenum and Truckline Only (as a "Repair" only)</u> Main Plenum & Truck Line Seal the main plenum from the top of the furnace all the way up into the attic, include the horizontal duct-trunk line. Seal all duct penetrations with MASTIC SEALANT and all trunkline joints and seams. DO NOT SEAL WITH DUCT TAPE. Mobile Home Type and/or Home with Attic (Bid is for every 1-linear foot of main Plenum and Truckline)</p>	\$ 9.00	17.00	390.00

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Bidder's Initials C.E.P.

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost = (A + B) x QTY
21	15	EA	<u>Duck work: Supply and/or Main Plenum – Repair only</u> Repair duct work (supply and/or return) by re-securing duct work in place. Re-connect to supply and/or return boot or plenum connections. Ensure all connections to be "AIR-TIGHT" and properly sealed. Mobile Home Type and/or Home with Attic (Bid Per Duct Location)	\$ 17.00	59.00	1140.00
Total (items 1-21)				\$ 73,107.00		

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost (A + B) x QTY
22			Central Systems – Heat & A/C (Gas & Electric) Existing Central Heat & Central A/C System			
22.A	10	EA	Replace the Outdoor Censor Coil and Blower Motor	\$ 1,000.00	350.00	13,500.00
22.B	10	EA	Replace the A/C Compressor and the line drier.	\$ 800.00	300.00	11,000.00
			Replace the A/C Compressor Only	\$ 750.00	300.00	10,500.00
22.C	10	EA	Replace the Outdoor Fan on the existing condenser.	\$ 150.00	65.00	2,150.00
			Replace the fan blades on the outdoor condenser fan motor.	\$ 85.00	65.00	1,500.00
			Replace or install the top to the outdoor condensing unit.	\$ 318.00	125.00	4,430.00
22.D	10	EA	Replace the Indoor Coil and the Blower Motor	\$ 800.00	300.00	11,000.00
			Replace the Indoor Coil Only.	\$ 650.00	250.00	9,000.00
			Replace the Blower Motor Only	\$ 150.00	80.00	2,300.00
22.E	10	EA	Add freon to the existing system (Per lb.).	\$ 20.00	40.00	600.00

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Bidder's Initials C.B.P.

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost (A + B) X QTY
			Freon: Recovery and/or disposal (Per lb.).	\$ 0	40.00	40.00
22.F	10	EA	Furnace: Replace the inducer motor.	\$ 200.00	65.00	2650.00
			Replace the circuit board on the central heat system.	\$ 220.00	65.00	2250.00
22.G	10	EA	Replace the Copper Line Set. (Refrigeration Lines) properly insulated.	\$ 275.00	125.00	4,000.00
			Replace the filter - drier.	\$ 40.00	60.00	1,000.00
22.H	10	EA	Replace the Thermostat to the system (Standard Type).	\$ 55.00	45.00	1,000.00
			Programmable Thermostat.	\$ 150.00	75.00	2,250.00
			Heat Pump thermostat.	\$ 150.00	75.00	2,250.00
			Re-Wire the existing Thermostat.	\$ 10.00	65.00	750.00
22.I	10	EA	Replace the Start Capacitor on the system	\$ 35.00	65.00	1,000.00
22.J	10	EA	Replace the outdoor disconnect box, quick-pull disconnect and line whip to the existing system.	\$ 150.00	100.00	2,500.00
22.K	10	EA	Electrical: Properly breaker the A/C, Heat Pump with the proper size as required by the manufacturer	\$ 100.00	65.00	1650.00

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

Bidder's Initials C.E.P

Item	QTY (+/-)	U/M	Description of Items	Unit Cost Materials (A)	Unit Cost Labor (B)	Extended Cost (A + B) X QTY
22.L	10		Combustion Air for Furnace Closet: Seal off the louvers on the interior side of the door by installing plywood, duct board, sheetrock, or other materials. This material should be Mechanically fastened (Screwed in Place). Install tape / foil at the perimeter seams. Provide combustion air either a 1 or 2 pipe method. (2-pipe method): Install 1-pipe within 12" of the closet ceiling. On the attic side, the pipe must terminate at least 24". The second pip (2) must be within 12" of the closet floor. The attic side must also terminate at least 24" above the attic floor. Secure the combustion air pipes in place by Mechanically Fastening. Caulking alone is not an acceptable means of secure in place. <i>Draw fresh air from the attic of the crawl space. Attic and/or Crawl Space should have adequate venting.</i> Electrical: Properly breaker the A/C, Heat Pump with the proper size as required by the manufacturer	\$ 200.00	100.00	3,000.00
TOTAL ITEM 22 (A-L)				\$	90,920.00	

(Unit Price Amounts shall be shown in both words and numerals. In case of discrepancy, unit price shall govern.)

TOTAL ITEMS 1 – 21 + TOTAL ITEM 22: \$ 164,027.00

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

The City of Lubbock is seeking a contract for CEAP service and repair of existing heating & cooling units and installation of portable air conditioning units with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

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

Bidder's Initials C.E.P.

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

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

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

YES NO

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

THIS BID IS SUBMITTED BY _____ a corporation organized under the laws of the State of _____, or a partnership consisting of _____ or individual trading as PLANKS A/C - HEAT of the City of Lubbock

Firm: PLANKS A/C - HEAT

Address: 7309 60th

City: Lubbock State: TX Zip: 79407

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

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

By Charles E. Planks Date: 5-28-14
Authorized Representative - must sign by hand

Officer Name and Title: CHARLES E. PLANKS OWNER
Please Print

Business Telephone Number 906 745 5456 FAX: _____

E-mail Address: PENNYE PLANKS @ SUDDEN LINK, NET

FOR CITY USE ONLY

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

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

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

**City of Lubbock, TX
Community Development
Bid Tabulation
July 10, 2014**

Item	QTY	U/M	Description/Vendor	Location	Unit Cost Materials	Unit Cost Labor	Extended Cost
1	15	EA	Heating and Air Conditioning Systems Service Return Air				
			Planks A/C - Heat	Lubbock, TX	\$75	\$100	2,625
			Thrifty Pblg-HVAC	Lubbock, TX	175	200	5,625
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	100	475	8,625
			Dan's Appliance Heating & A/C	Lubbock, TX	250	450	10,500
2	15	EA	Heating and Air Conditioning Systems Service Furnace: Natural Gas, Propane or Electric				
			Thrifty Pblg-HVAC	Lubbock, TX	85	200	4,275
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	60	150	3,150
			Planks A/C - Heat	Lubbock, TX	100	339	6,585
			Dan's Appliance Heating & A/C	Lubbock, TX	270	450	10,800
3	15	EA	Heating and Air Conditioning Systems Service Central A/C				
			Thrifty Pblg-HVAC	Lubbock, TX	125	175	4,500
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	150	250	6,000
			Planks A/C - Heat	Lubbock, TX	133	270	6,045
			Dan's Appliance Heating & A/C	Lubbock, TX	100	525	9,375
4	15	EA	Outdoor Condensing Unit (Tune Up)				
			Planks A/C - Heat	Lubbock, TX	50	100	2,250
			Thrifty Pblg-HVAC	Lubbock, TX	50	120	2,550
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	60	115	2,625
			Dan's Appliance Heating & A/C	Lubbock, TX	45	150	2,925
5	15	EA	All Wall Heaters				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	60	115	2,625
			Planks A/C - Heat	Lubbock, TX	40	200	3,600
			Thrifty Pblg-HVAC	Lubbock, TX	50	200	3,750
			Dan's Appliance Heating & A/C	Lubbock, TX	40	250	4,350
6	15	EA	Vent Pipe Replacement				
			Best Value Plumbing	Lubbock, TX	160	72	3,473
			Planks A/C - Heat	Lubbock, TX	175	100	4,125
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	140	160	4,500
			Thrifty Pblg-HVAC	Lubbock, TX	125	175	4,500
			Dan's Appliance Heating & A/C	Lubbock, TX	110	250	5,400
7	1	EA	Window A/C Units: Evaporative Replacement from existing or new install as specified for size: 3,400- C.F.M.				
			Best Value Plumbing	Lubbock, TX	631	240	871
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	650	250	900
			Planks A/C - Heat	Lubbock, TX	750	250	1,000
			Dan's Appliance Heating & A/C	Lubbock, TX	701	350	1,051
			Thrifty Pblg-HVAC	Lubbock, TX	775	320	1,095

**City of Lubbock, TX
Community Development
Bid Tabulation
July 10, 2014**

Item	QTY	U/M	Description/Vendor	Location	Unit Cost Materials	Unit Cost Labor	Extended Cost
8	3	EA	Window A/C Units: Evaporative Replacement from existing or new install as specified for size: 4,400- C.F.M.				
			Best Value Plumbing	Lubbock, TX	688	240	2,783
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	750	250	3,000
			Planks A/C - Heat	Lubbock, TX	809	250	3,177
			Thrifty Pblg-HVAC	Lubbock, TX	800	320	3,360
			Dan's Appliance Heating & A/C	Lubbock, TX	840	350	3,570
9	1	EA	Window A/C Units: Evaporative Replacement from existing or new install as specified for size: 5,000- C.F.M.				
			Best Value Plumbing	Lubbock, TX	728	240	968
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	825	250	1,075
			Planks A/C - Heat	Lubbock, TX	850	250	1,100
			Thrifty Pblg-HVAC	Lubbock, TX	850	340	1,190
			Dan's Appliance Heating & A/C	Lubbock, TX	910	350	1,260
10	5	EA	Evaporative Cooler: Service and Repair Existing Units All Units Window and Roof Top Units, All Sizes				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	100	200	1,500
			Best Value Plumbing	Lubbock, TX	100	200	1,500
			Planks A/C - Heat	Lubbock, TX	110	200	1,550
			Thrifty Pblg-HVAC	Lubbock, TX	130	320	2,250
			Dan's Appliance Heating & A/C	Lubbock, TX	175	350	2,625
11	10	EA	Refrigerated Window A/ C Unit Replacement and / or Installation as specified for size: 5,000 BTU				
			Planks A/C - Heat	Lubbock, TX	200	200	4,000
			Dan's Appliance Heating & A/C	Lubbock, TX	280	300	5,800
			Thrifty Pblg-HVAC	Lubbock, TX	300	295	5,950
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	375	250	6,250
12	10	EA	Refrigerated Window A/ C Unit Replacement and/or Installation as specified for size: 8,000 BTU				
			Planks A/C - Heat	Lubbock, TX	322	200	5,220
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	450	250	7,000
			Dan's Appliance Heating & A/C	Lubbock, TX	450	300	7,500
			Thrifty Pblg-HVAC	Lubbock, TX	495	300	7,950
13	25	EA	Refrigerated Window A/ C Unit Replacement and/or Installation as specified for size: 10,000 BTU				
			Planks A/C - Heat	Lubbock, TX	403	200	15,075
			Dan's Appliance Heating & A/C	Levelland, TX	490	300	19,750
			Thrifty Pblg-HVAC	Lubbock, TX	510	300	20,250
			Arguijo Heating & Air Conditioning LLC	Lubbock, TX	600	250	21,250

**City of Lubbock, TX
Community Development
Bid Tabulation
July 10, 2014**

Item	QTY	U/M	Description/Vendor	Location	Unit Cost Materials	Unit Cost Labor	Extended Cost
14	5	EA	Refrigerated Window A/ C Unit Replacement and / or Installation as specified for size: 12,000 BTU				
			Planks A/C - Heat	Lubbock, TX	471	200	3,355
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	625	250	4,375
			Thrifty Pblg-HVAC	Lubbock, TX	600	310	4,550
			Dan's Appliance Heating & A/C	Lubbock, TX	650	300	4,750
15	5	EA	Refrigerated A/C Window Units: Service, Clean and Repair				
			Planks A/C - Heat	Lubbock, TX	49	150	995
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	50	150	1,000
			Thrifty Pblg-HVAC	Lubbock, TX	50	200	1,250
			Dan's Appliance Heating & A/C	Lubbock, TX	50	250	1,500
16	15	EA	Return Air Area: Central System (as a "Repair" only)				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	50	115	2,475
			Planks A/C - Heat	Lubbock, TX	45	175	3,300
			Thrifty Pblg-HVAC	Lubbock, TX	70	175	3,675
			Dan's Appliance Heating & A/C	Lubbock, TX	75	200	4,125
17	15	EA	Heating & A/C: Smart Thermostat (as a "Repair" only)				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	115	110	3,375
			Planks A/C - Heat	Lubbock, TX	150	75	3,375
			Thrifty Pblg-HVAC	Lubbock, TX	110	125	3,525
			Dan's Appliance Heating & A/C	Lubbock, TX	165	150	4,725
18	15	EA	Duct Work: Install and/or Replace all new, supply and returns (as a "Repair" only)				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	100	85	2,775
			Thrifty Pblg-HVAC	Lubbock, TX	85	110	2,925
			Planks A/C - Heat	Lubbock, TX	150	50	3,000
			Dan's Appliance Heating & A/C	Lubbock, TX	1,650	1,800	51,750
19	15	EA	Duct Sealing: Supply locations (as a "Repair" only)				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	25	40	975
			Planks A/C - Heat	Levelland, TX	23	57	1,200
			Thrifty Pblg-HVAC	Lubbock, TX	20	80	1,500
			Dan's Appliance Heating & A/C	Lubbock, TX	400	1,000	21,000
20	15	EA	Duct sealing: Main Plenum and Truckline Only (as a "Repair" only)				
			Planks A/C - Heat	Lubbock, TX	9	17	390
			Thrifty Pblg-HVAC	Lubbock, TX	10	16	390
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	25	20	675
			Dan's Appliance Heating & A/C	Lubbock, TX	325	1,000	19,875
21	15	EA	Duct work: Supply and/or Main Plenum – Repair only Mobile Home Type and/or Home with Attic				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	25	50	1,125
			Planks A/C - Heat	Lubbock, TX	17	59	1,140
			Thrifty Pblg-HVAC	Lubbock, TX	18	60	1,170
			Dan's Appliance Heating & A/C	Lubbock, TX	425	1,000	21,375

**City of Lubbock, TX
Community Development
Bid Tabulation
July 10, 2014**

Item	QTY	U/M	Description/Vendor	Location	Unit Cost Materials	Unit Cost Labor	Extended Cost
22			Central Systems – Heat & A/C (Gas & Electric) Existing Central Heat & Central A/C System				
22.A	10	EA	Replace the Outdoor Censor Coil and Blower Motor Dan's Appliance Heating & A/C	Lubbock, TX	280	225	5,050
			Planks A/C - Heat	Lubbock, TX	1,000	350	13,500
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	1,015	350	13,650
			Thrifty Pblg-HVAC	Lubbock, TX	800	575	13,750
22.B	10	EA	Replace the A/C Compressor and the line drier. Planks A/C - Heat	Lubbock, TX	800	300	11,000
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	950	300	12,500
			Thrifty Pblg-HVAC	Lubbock, TX	725	575	13,000
			Dan's Appliance Heating & A/C	Lubbock, TX	900	550	14,500
22.B	10	EA	Replace the A/C Compressor Only Planks A/C - Heat	Lubbock, TX	750	300	10,500
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	900	300	12,000
			Thrifty Pblg-HVAC	Lubbock, TX	700	575	12,750
			Dan's Appliance Heating & A/C	Lubbock, TX	850	550	14,000
22.C	10	EA	Replace the Outdoor Fan on the existing condenser. Planks A/C - Heat	Lubbock, TX	150	65	2,150
			Thrifty Pblg-HVAC	Lubbock, TX	135	165	3,000
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	225	100	3,250
			Dan's Appliance Heating & A/C	Lubbock, TX	325	285	6,100
22.C	10	EA	Replace the fan blades on the outdoor condenser fan motor. Planks A/C - Heat	Lubbock, TX	85	65	1,500
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	125	70	1,950
			Thrifty Pblg-HVAC	Lubbock, TX	40	160	2,000
			Dan's Appliance Heating & A/C	Lubbock, TX	125	250	3,750
22.C	10	EA	Replace or install the top to the outdoor condensing unit. Planks A/C - Heat	Lubbock, TX	318	125	4,430
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	200	245	4,450
			Dan's Appliance Heating & A/C	Lubbock, TX	215	250	4,650
			Thrifty Pblg-HVAC	Lubbock, TX	420	160	5,800
22.D	10	EA	Replace the Indoor Coil and the Blower Motor Planks A/C - Heat	Lubbock, TX	800	300	11,000
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	800	325	11,250
			Thrifty Pblg-HVAC	Lubbock, TX	685	575	12,600
			Dan's Appliance Heating & A/C	Lubbock, TX	1,250	450	17,000
22.D	10	EA	Replace the Indoor Coil Only. Arguijo Heating & Air Conditioning LLC	Levelland, TX	600	300	9,000
			Planks A/C - Heat	Lubbock, TX	650	250	9,000
			Thrifty Pblg-HVAC	Lubbock, TX	600	375	9,750
			Dan's Appliance Heating & A/C	Lubbock, TX	925	425	13,500

**City of Lubbock, TX
Community Development
Bid Tabulation
July 10, 2014**

Item	QTY	U/M	Description/Vendor	Location	Unit Cost Materials	Unit Cost Labor	Extended Cost
22.D	10	EA	Replace the Blower Motor Only				
			Planks A/C - Heat	Lubbock, TX	150	80	2,300
			Thrifty Pblg-HVAC	Lubbock, TX	95	150	2,450
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	225	150	3,750
			Dan's Appliance Heating & A/C	Lubbock, TX	260	300	5,600
22.E	10	EA	Add freon to the existing system (Per lb.).				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	30	10	400
			Planks A/C - Heat	Lubbock, TX	20	40	600
			Dan's Appliance Heating & A/C	Lubbock, TX	35	65	1,000
			Thrifty Pblg-HVAC	Lubbock, TX	34	125	1,590
22.E	10	EA	Freon: Recovery and/or disposal (Per lb.).				
			Dan's Appliance Heating & A/C	Lubbock, TX	30	0	300
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	30	10	400
			Planks A/C - Heat	Lubbock, TX	-	40	400
			Thrifty Pblg-HVAC	Lubbock, TX	5	80	850
22.F	10	EA	Furnace: Replace the inducer motor.				
			Thrifty Pblg-HVAC	Lubbock, TX	125	95	2,200
			Planks A/C - Heat	Lubbock, TX	200	65	2,650
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	150	175	3,250
			Dan's Appliance Heating & A/C	Lubbock, TX	220	260	4,800
22.F	10	EA	Replace the circuit board on the central heat system.				
			Thrifty Pblg-HVAC	Lubbock, TX	150	95	2,450
			Planks A/C - Heat	Lubbock, TX	220	65	2,850
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	225	175	4,000
			Dan's Appliance Heating & A/C	Lubbock, TX	395	260	6,550
22.G	10	EA	Replace the Copper Line Set, (Refrigeration				
			Planks A/C - Heat	Lubbock, TX	275	125	4,000
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	270	175	4,450
			Thrifty Pblg-HVAC	Lubbock, TX	275	240	5,150
			Dan's Appliance Heating & A/C	Lubbock, TX	475	325	8,000
22.G	10	EA	Replace the filter – drier.				
			Planks A/C - Heat	Lubbock, TX	40	60	1,000
			Thrifty Pblg-HVAC	Lubbock, TX	50	80	1,300
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	75	75	1,500
			Dan's Appliance Heating & A/C	Lubbock, TX	65	230	2,950
22.H	10	EA	Replace the Thermostat to the system (Standard Type). Heat Pump thermostat.				
			Planks A/C - Heat	Lubbock, TX	55	45	1,000
			Thrifty Pblg-HVAC	Lubbock, TX	45	80	1,250
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	65	75	1,400
			Dan's Appliance Heating & A/C	Lubbock, TX	75	130	2,050

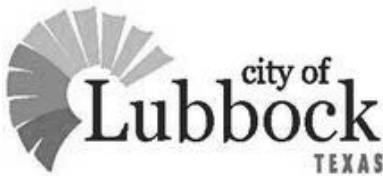
**City of Lubbock, TX
Community Development
Bid Tabulation
July 10, 2014**

Item	QTY	U/M	Description/Vendor	Location	Unit Cost Materials	Unit Cost Labor	Extended Cost
22.H	10	EA	Programmable Thermostat.				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	100	80	1,800
			Thrifty Pblg-HVAC	Lubbock, TX	105	80	1,850
			Planks A/C - Heat	Lubbock, TX	150	75	2,250
			Dan's Appliance Heating & A/C	Lubbock, TX	175	130	3,050
22.H	10	EA	Heat Pump thermostat.				
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	120	80	2,000
			Thrifty Pblg-HVAC	Lubbock, TX	120	80	2,000
			Planks A/C - Heat	Lubbock, TX	150	75	2,250
			Dan's Appliance Heating & A/C	Lubbock, TX	200	130	3,300
22.H	10	EA	Re-Wire the existing Thermostat.				
			Planks A/C - Heat	Lubbock, TX	10	65	750
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	-	95	950
			Thrifty Pblg-HVAC	Lubbock, TX	20	80	1,000
			Dan's Appliance Heating & A/C	Lubbock, TX	-	130	1,300
22.I	10	EA	Replace the Start Capacitor on the system				
			Planks A/C - Heat	Lubbock, TX	35	65	1,000
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	40	75	1,150
			Thrifty Pblg-HVAC	Lubbock, TX	35	80	1,150
			Dan's Appliance Heating & A/C	Lubbock, TX	89	130	2,190
22.J	10	EA	Replace the outdoor disconnect box, quick-pull disconnect and line whip to the existing system.				
			Planks A/C - Heat	Lubbock, TX	150	100	2,500
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	125	250	3,750
			Thrifty Pblg-HVAC	Lubbock, TX	125	160	2,850
			Dan's Appliance Heating & A/C	Lubbock, TX	225	165	3,900
22.K	10	EA	Electrical: Properly breaker the A/C, Heat Pump with the proper size as required by the manufacturer				
			the proper size as required by the				
			Planks A/C - Heat	Lubbock, TX	100	65	1,650
			Thrifty Pblg-HVAC	Lubbock, TX	130	120	2,500
			Dan's Appliance Heating & A/C	Lubbock, TX	110	165	2,750
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	125	200	3,250
22.L	10	EA	Combustion Air for Furnace Closet				
			Best Value Plumbing	Lubbock, TX	50	160	2,100
			Arguijo Heating & Air Conditioning LLC	Levelland, TX	170	125	2,950
			Planks A/C - Heat	Lubbock, TX	200	100	3,000
			Thrifty Pblg-HVAC	Lubbock, TX	125	175	3,000
			Dan's Appliance Heating & A/C	Lubbock, TX	400	325	7,250

**City of Lubbock, TX
Community Development
Bid Tabulation
July 10, 2014**

Item	QTY	U/M	Description/Vendor	Location	Unit Cost Materials	Unit Cost Labor	Extended Cost
			All or None				Total
			* Best Value Plumbing (Only Bid Items: 5, 6, 7, 8, 9, 10, 22.L)	Lubbock, TX	\$	11,694	
			Planks A/C - Heat	Lubbock, TX		164,387	
			Arguijo Heating & Air Conditioning LLC	Levelland, TX		188,325	
			Thrifty Pblg-HVAC	Lubbock, TX		190,470	
			Dan's Appliance Heating & A/C	Lubbock, TX		347,546	

*Non-Responsive



Regular City Council Meeting

6. 13.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Civic Center: Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. (CLI) Board of Directors for the first of two granting periods for the 2014 Cultural Arts Grant Program (CAGP) using Hotel Occupancy Tax funds allocated for FY 2013-14.

Item Summary

On September 21, 2005 the Lubbock City Council approved an agreement with CLI which authorized CLI to administer the City of Lubbock's CAGP, which is funded through an allocation of the Hotel Occupancy Tax. The funds for the CAGP are to be used in making grant awards to local non-profit organizations for the encouragement, promotion, improvement, and application of the arts and the promotion of tourism in the Lubbock community. The funds paid to CLI for the 2014 CAGP was \$377,739.00 and represents 5.92120% of the hotel/motel tax budgeted for FY 2013-2014. In addition, interest earned on prior year funds was \$673 and \$.85 was carried over from the 2013 funds making a total of \$378,413 available for the 2014 CAGP. CLI elected to absorb any administrative expense in administering this program; therefore the entire allocation of \$378,413 will be available for the two granting periods in 2014.

A Grant Workshop was held on April 29, 2014, for all organizations wishing to apply for a cultural arts grant. Fourteen applications were received by the May 30, 2014 deadline. The CAGP Review Committee recommended full or partial funding for all fourteen applicants.

The CAGP Review Committee, comprised of appointments by City Council and representatives of the CLI Board of Directors, submitted their recommendations to the full CLI Board at the June 23rd meeting. These recommendations are now being presented to City Council for approval.

The CAGP Review Committee and the CLI Board of Directors are requesting City Council approval of \$200,250 in grant awards for the first granting period of the 2014 CAGP. The amount recommended is 52.9% of the Hotel Occupancy Tax and earned interest allocated for both granting cycles.

All applicants recommended for grant awards are in good standing with the City of Lubbock and CLI.

Enclosed in your agenda backup is a listing of the recommendations and comments from the CAGP Review Committee.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Community Services Assistant City Manager
CAGP Review Committee
CLI Board of Directors

Attachments

resolution

Recommendations for funding

CLI Letter

Cultural Arts Grant Funding Cycle

Detail Support documents

RESOLUTION

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

THAT the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the first of two granting periods for the 2014 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2013-2014.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Managing Director
Cultural Facilities & Events

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.CAG & CLI Recommendation
6.24.14

City of Lubbock
Civic Centers Department
City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program
June 2014 - 1st Cycle Grant Recommendations
July 10, 2014

<u>Grant No.</u>	<u>Organization</u>	<u>Project</u>	<u>Requested</u>	<u>Recommended</u>
1406-001	Ballet Lubbock	The Nutcracker 2014	\$ 10,000	\$ 9,000
1406-002	University Interscholastic League - TTU	UIL One-Act Play Director's Workshop	6,000	5,000
1406-003	West Texas Watercolor Society	"Where the Pavement Ends" a Julie Schumer Watermedia Workshop	2,500	2,000
1406-004	Lubbock Christian University Theatre	LCU Theatre presents <i>The Sound of Music</i>	12,000	9,000
1406-005	Fiestas del Llano	Fiestas Patrias Lubbock 2014	15,000	12,000
1406-006	Lubbock Arts Alliance	18th Annual Take in the Local Color! Lubbock's Artist Studio Tour	15,000	12,000
1406-007	Texas Tech Public Media KTTZ-TV	24 Frames: Art and Music Events	29,600	25,000
1406-008	Underwood Center for the Arts	First Friday Art Trail	16,000	14,000
1406-009	Lubbock Moonlight Musicals	Moonlight Dinner Theatre 2014-2015 Season	20,000	16,000
1406-010	Lubbock Community Theatre	Lubbock Community Theatre 2014-2015 Fall Season	8,875	7,000
1406-011	Lubbock Arts Alliance	2014 Lubbock Cultural District Marketing	10,000	7,500
1406-012	Lubbock Moonlight Musicals	<i>CATS!</i> by Sir Andrew Lloyd Webber	24,000	20,000
1406-013	National Cowboy Symposium & Celebration, Inc.	National Cowboy Symposium & Celebration	22,000	19,750
1406-014	Lubbock Symphony Orchestra	LSO 2014-2015 Masterworks Season, Holiday Concert and The Texas Tenors	50,000	42,000
TOTAL			\$ 240,975	\$ 200,250
<u>HOT Funding for 2014 Cultural Arts Grant Program:</u>				
		City of Lubbock - Hotel Occupancy Tax allocation	\$ 377,739.00	
		Interest earned on 2012 funds not yet allocated as of 3/31/14	42.87	
		Interest earned on 2013 funds not yet allocated as of 3/31/14	630.11	
		Carry over from 2013 CAG funds	0.85	
		Total amount of CAG Funds available for 2014	<u>\$ 378,412.83</u>	



June 24, 2014

Mr. Freddy Chavez
Director
Lubbock Memorial Civic Center
City Bank Auditorium-Coliseum
1501 Mac Davis Lane
Lubbock, Texas 79401

Dear Mr. Chavez,

The Cultural Arts Grant Review Committee for the City of Lubbock's Cultural Grants Program has determined its recommendations for the first granting cycle of 2014. This recommendation was presented to the entire Civic Lubbock, Inc. Board of Directors on June 23, 2014 and was approved as recommended. All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock, Inc.

The Hotel Occupancy Tax allocated for the 2014 Cultural Arts Grant Program provided for \$377,739.00 to be granted over two granting cycles. In addition, interest earned in the amount of \$672.98 and carryover funds in the amount of \$.85 from the 2013 Cultural Arts Grant Program is available for the 2014 program, making the amount designated for the 2014 Cultural Arts Grant Program a total of \$378,412.83. The Board of Directors have elected to absorb all expenses related to administering the program, therefore no administrative expenses will be deducted and the entire allocation will be available for the 2014 Cultural Arts Grant Program.

The Cultural Arts Grant Review Committee is comprised of five members; three Civic Lubbock, Inc. Directors assigned by Civic Lubbock, Inc. and two members-at-large appointed by the City Council. They are as follows:

Dr. Donald Haragan, CLI Board of Directors and Chair of the Grant Review Committee
Mark Bass, CLI Board of Directors
Dr. Idris Traylor, CLI Board of Directors
Martha Ann McDonald, Member-at-Large appointed by City Council
Ann McDonald, Member-at-Large appointed by City Council

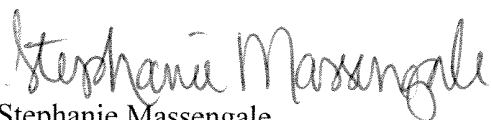
Mr. Freddy Chavez
June 24, 2014
Page 2

In reviewing requests and developing funding recommendations for each application, the Cultural Arts Grants Review Committee followed the approved Cultural Arts Grant Guidelines and Procedures. A Grant Workshop was held on April 29, 2014 for organizations wishing to apply for a Cultural Arts Grant. Included among the workshop presenters were representatives from the Lubbock Hotel-Motel Association and Visit Lubbock (the Lubbock Convention and Visitors Bureau).

Accompanying this document are the results of the Cultural Arts Grant Review Committee meeting held on June 17, 2014. Fourteen applications were received for this first grant (June 2014) funding cycle. All fourteen applications are recommended for partial funding. The total amount of funding requested for this grant cycle was \$240,975.00 of which \$200,250.00 is recommended for funding from the City of Lubbock Cultural Arts Grant Program. Of the fourteen grant awards recommended, three of the grant awards cover an entire season (or year) and one grant award covers a two-year project. Those organizations chose to submit one application for the full year or timeframe of their project rather than submitting an application for each of the two granting cycles. With that in mind, the Committee recommended an amount that is approximately 53% of the Hotel Occupancy Tax and interest allocated for the 2014 Cultural Arts Grant Program.

The Civic Lubbock, Inc. Board of Directors requests that the City Council consider approval of the Cultural Arts Grant allocations in the amount of \$200,250.00 as recommended by the Cultural Arts Grant Review Committee and approved by the Civic Lubbock, Inc Board.

Sincerely,



Stephanie Massengale
President
Civic Lubbock, Inc.

Attachments

**City of Lubbock, Texas
Civic Centers
First Cycle - Cultural Arts Grant Funding
June 2009 through June 2013**

Organization	Project	Amount Awarded						TOTAL
		June 2009	June 2010	June 2011	June 2012	June 2013		
American Wind Power Center	History of the American Windmill Mural Project	-	5,000	-	-	-	-	5,000
	Flowerdew Hundred Post Mill Documentary	-	-	15,000	-	-	-	15,000
Ballet Lubbock	The Nutcracker	9,000	6,500	6,500	7,500	8,000	-	37,500
	Fall Performance	1,750	1,400	-	-	-	-	3,150
Broadway Festivals, Inc.	Street Dance	-	10,000	-	-	-	-	10,000
Fiestas del Llano, Inc.	Fiestas Patrias Celebration "Grito de Dolores"	8,000	4,000	4,700	12,000	-	-	28,700
Heavenly Productions	The Heavenly Bound Train Musical Drama	4,000	-	-	-	-	-	4,000
	It's Not Over Yet	-	5,000	-	-	-	-	5,000
Lubbock Arts Alliance	Take in the Local Color Studio Tour	8,000	7,000	7,000	9,000	7,000	-	38,000
Lubbock Christian University	Lubbock Cultural District Marketing	7,500	5,000	-	-	5,900	-	18,400
	Thoroughly Modern Millie	4,000	-	-	-	-	-	4,000
	Carousel	-	3,000	-	-	-	-	3,000
	Rogers and Hammerstein's Cinderella	-	-	3,000	-	-	-	3,000
	Meredith Willson's The Music Man	-	-	-	7,500	-	-	7,500
	Will Rogers Follies	-	-	-	-	7,000	-	7,000
	Master Follies	-	-	2,500	-	-	-	2,500
Lubbock Community Theatre	Fall Season	10,650	7,000	4,000	6,000	6,500	-	34,150
Lubbock Moonlight Musicals	"White Christmas" Dinner Theatre	-	7,000	-	-	-	-	7,000
	Dinner Theatre Series	-	-	20,000	20,000	14,000	-	54,000
	"Les Miserables"	-	-	-	-	15,500	-	15,500
Lubbock Regional MHMR	Jennifer Holliday Concert	1,000	-	-	-	-	-	1,000
	Fine Line - Exhibit by Michael Nye	1,000	-	-	-	-	-	1,000
Lubbock Roots Historical Arts Council	Arts Roast of TJ Patterson	-	-	1,500	-	-	-	1,500
Lubbock Symphony Orchestra	Lubbock Youth Symphony	8,000	8,000	-	-	-	-	16,000
	Masterworks Concert Series	30,000	30,000	30,000	37,500	39,000	-	166,500
National Cowboy Symposium & Celebration	National Cowboy Symposium & Celebration	15,000	15,000	15,000	16,000	18,000	-	79,000
Science Spectrum	Da Vinci - The Genius, An Exhibition of Science and Art	-	-	6,000	-	-	-	6,000
TTU University Interscholastic League	One-Act Play Director's Workshop	6,620	3,000	2,500	3,500	4,000	-	19,620
Underwood Center for the Arts	First Friday Art Trail	9,000	9,000	10,000	14,000	12,000	-	54,000
	Flatland Film Festival	-	3,250	-	-	-	-	3,250
	Helen DeVitt Jones Clay Studio "Creative Workshops in Clay	-	-	-	-	6,000	-	6,000
West Texas Native American Association	WTNAA Exhibit & Mini-Powwow	2,950	-	-	-	-	-	2,950
West Texas Watercolor Society	Jean Haines Watercolor Workshop	-	-	-	3,000	1,800	-	4,800
	Jan Stitts Watercolor Workshop	-	-	-	-	1,500	-	1,500
		126,470	129,150	127,700	136,000	146,200	-	665,520

City of Lubbock, Texas
Civic Centers
Second Cycle - Cultural Arts Grant Funding
January 2010 through January 2014

Organization	Project	January 2010	January 2011	January 2012	January 2013	January 2014	TOTAL
Art League of West Texas	Spring Show and Workshop	-	-	-	-	1,600	1,600
Ballet Lubbock	Spring Performance	3,000	1,500	4,000	6,000	5,725	20,225
Broadway Festivals, Inc.	4th on Broadway Celebration	25,000	25,000	23,800	21,200	25,000	120,000
Charles Adams Studio Project	Summer Celebration: Printmaking/Metal Workshops	-	-	-	1,740	-	1,740
Each One Reach One	Youth Gospel Choir	-	-	-	-	15,000	15,000
Flatlands Productions/Cactus Kids Theatrical Co	Musical Production	-	-	-	10,000	11,000	21,000
Lubbock Arts Alliance	Lubbock Arts Festival	27,000	27,000	25,000	23,173	28,000	130,173
	The Maines Bros: Live in the Cultural Dist	-	7,500	-	11,000	-	18,500
	Lubbock Cultural District Marketing	-	-	4,437	-	-	4,437
Lubbock Centro Aztlan/Ballet Folklorico Aztlan	Viva Aztlan Festival	6,000	6,000	4,365	4,500	5,400	26,265
Lubbock Christian University	LCU/Wayland Baptist Combined Choir Concert	2,000	-	2,000	-	2,400	6,400
Lubbock Community Theatre	Spring Season	6,051	4,029	4,003	3,500	3,600	21,183
Lubbock Moonlight Musicals	Summer Season	31,900	27,000	23,300	19,400	25,000	126,600
Lubbock Symphony Orchestra	Ratna English Comin' Home Concert	6,500	-	-	-	-	6,500
Science Spectrum	Butterflies Alive Exhibit	-	-	-	3,500	-	3,500
TTU College of Architecture	Music:Architecture:Art	2,000	-	-	-	-	2,000
	Urban Stage	-	-	-	-	15,000	15,000
TTU - Museum Association	Lubbock Museums: Celebrating Our Heros	-	-	6,500	-	-	6,500
TTU University Interscholastic League	Workshop/Area-Regional Competition-High School Students	4,000	5,200	5,000	4,600	5,000	23,800
	UIL Summer Theatre Camp	-	6,000	4,475	5,000	5,500	20,975
Underwood Center for the Arts	Flatland Film Program (entire year)	10,000	8,250	10,000	8,700	10,500	47,450
West Texas Native American Association	Pow Wow	-	-	-	3,000	-	3,000
West Texas Watercolor Society	Spring Show	-	-	-	800	800	1,600
		\$ 123,451	\$ 117,479	\$ 116,880	\$ 126,113	\$ 159,525	\$ 643,448

City of Lubbock, Texas
Civic Centers
Cultural Arts Grant Funding
June 2009 through January 2014

Organization	Project	June 2009	January 2010	June 2010	January 2011	June 2011	January 2012	June 2012	January 2013	June 2013	January 2014	TOTAL
American Wind Power Center	History of the American Windmill Mural Project	-	-	5,000	-	-	-	-	-	-	-	5,000
Art League of West Texas	Flowerdew Hundred Post Mill Documentary	-	-	-	15,000	-	-	-	-	-	-	15,000
Ballet Lubbock	Spring Show and Workshop	9,000	-	6,500	-	6,500	-	7,500	-	8,000	1,600	37,500
	The Nutcracker	-	3,000	-	1,500	-	4,000	-	6,000	-	5,725	20,225
	Spring Performance	1,750	-	1,400	-	-	-	-	-	-	-	3,150
Broadway Festivals, Inc.	Fall Performance	-	25,000	10,000	25,000	23,800	-	-	21,200	-	25,000	120,000
	4th on Broadway Celebration	-	-	-	-	-	-	-	-	-	-	10,000
	Street Dance	-	-	-	-	-	-	-	1,740	-	-	1,740
Charles Adams Studio Project	Printmaking/Metal Workshops	-	-	-	-	-	-	-	-	-	-	-
Each One Reach One	Youth Gospel Choir	-	-	-	-	-	-	-	-	-	15,000	15,000
Fiestas del Liano, Inc.	Fiestas Patrias Celebration	8,000	-	4,000	4,700	-	-	12,000	-	-	-	28,700
Flatlands Prod/Cactus Kids Theatrical	Musical Production	-	-	-	-	-	-	-	10,000	-	11,000	21,000
Heavenly Productions	The Heavenly Bound Train Musical Drama	4,000	-	-	-	-	-	-	-	-	-	4,000
	It's Not Over . . . Yet	-	-	5,000	-	-	-	-	-	-	-	5,000
Lubbock Arts Alliance	Take in the Local Color Studio Tour	8,000	-	7,000	-	7,000	-	9,000	-	7,000	-	38,000
	Lubbock Arts Festival	-	27,000	-	27,000	-	25,000	-	23,173	-	28,000	130,173
	Lubbock Cultural District Marketing	7,500	-	5,000	-	-	4,437	-	-	5,900	-	22,837
	The Maines Bros. Band - Live in Lubbock's Cultural	-	6,000	-	7,500	-	-	-	11,000	-	-	18,500
Lubbock Centro Aztlan	Viva Aztlan Festival	-	2,000	-	6,000	-	4,365	-	4,500	-	5,400	26,265
Lubbock Christian University	LCU/Wayland Baptist Combined Choir Concert	4,000	-	3,000	-	3,000	2,000	-	-	-	2,400	6,400
	LCU Theatre Spring Musical Productions	-	-	-	-	2,500	-	7,500	-	7,000	-	24,500
	Master Follies	-	-	-	-	4,000	-	-	-	-	-	2,500
	Fall Season	10,650	-	7,000	-	4,029	4,003	6,000	3,500	6,500	-	34,150
	Spring Season	-	6,051	-	4,029	-	4,003	-	-	-	3,600	21,183
Lubbock Community Theatre	Summer Season	-	31,900	-	27,000	-	23,300	-	19,400	-	25,000	126,600
Lubbock Moonlight Musicals	"White Christmas" Dinner Theatre	-	-	7,000	-	-	-	-	-	-	-	7,000
	Dinner Theatre Series	-	-	-	-	20,000	-	20,000	-	14,000	-	54,000
	Les Miserables	-	-	-	-	-	-	-	-	15,500	-	15,500
Lubbock Regional MHMR	Jennifer Holiday Concert	-	-	1,000	-	-	-	-	-	-	-	1,000
	Fine Line - Exhibit by Michael Nye	-	-	1,000	-	-	-	-	-	-	-	1,000
Lubbock Roots Historical Arts Council	Arts Roast of TJ Patterson	-	-	-	1,500	-	-	-	-	-	-	1,500
Lubbock Symphony Orchestra	Lubbock Youth Symphony	8,000	-	8,000	-	1,500	-	-	-	-	-	16,000
	Masterworks Concert Series	30,000	-	30,000	-	30,000	-	37,500	-	39,000	-	166,500
	Rahna English Comin' Home Concert	-	6,500	-	-	-	-	-	-	-	-	6,500
Museum of Texas Tech Association	Lubbock Museums: Celebrating Our Heros	-	-	-	-	-	6,500	-	-	-	-	6,500
National Cowboy Symposium & Cele	National Cowboy Symposium & Celebration	15,000	-	15,000	-	15,000	-	16,000	-	18,000	-	79,000
Science Spectrum	Exhibitions	-	-	-	-	6,000	-	-	3,500	-	-	9,500
TTU College of Architecture	Music:Architecture:Art	-	2,000	-	-	-	-	-	-	-	-	2,000
	Urban Stage	-	-	-	-	-	-	-	-	-	15,000	15,000
TTU University Interscholastic League	Workshop/Area-Regional Competition-High School	-	-	-	-	-	-	-	-	-	5,000	5,000
	One-Act Play Director's workshop	6,620	-	3,000	5,200	2,500	5,000	3,500	4,600	4,000	-	19,620
	UIL Summer Theatre Camp	-	-	-	6,000	-	4,475	-	5,000	-	5,500	20,975
Underwood Center for the Arts	First Friday Art Trail	9,000	-	9,000	-	10,000	-	14,000	-	12,000	-	54,000
	Flatland Film Festival	-	-	3,250	-	-	-	-	-	-	-	3,250
	Flatland Film Program (entire year)	-	10,000	-	8,250	-	10,000	-	8,700	-	-	36,950
	Clay Workshops	-	-	-	-	-	-	-	-	6,000	10,500	16,500
West Texas Native American Associatio	WTNAA Pow-Wow	2,950	-	-	-	-	-	-	3,000	-	-	5,950
West Texas Watercolor Society	Watercolor Show and Workshop	-	-	-	-	-	-	3,000	800	1,800	800	6,400
	Jan Stitts Watercolor Workshop	-	-	-	-	-	-	-	-	1,500	-	1,500
		\$ 124,470	\$ 123,451	\$ 131,150	\$ 117,479	\$ 127,700	\$ 116,880	\$ 136,000	\$ 126,113	\$ 146,200	\$ 159,525	\$ 1,308,988

Cultural Arts Grant Review Committee
Recommendations
June 2014 – 1st Granting Cycle

1406-001 **Ballet Lubbock**
The Nutcracker 2014
Amount Requested: \$10,000
Amount Recommended: \$ 9,000

Ballet Lubbock requested \$10,000 to assist with advertising and promotion of *The Nutcracker* which will be performed December 10-14, 2014 at the Lubbock Memorial Civic Center. The production will feature over 150 local dancers as well as 45 musicians in the live Nutcracker Symphony Orchestra. Guest artists, including New York City Ballet Principal Amar Ramasar, will round out the cast. Because of the increased attendance in 2013, Ballet Lubbock has added a fifth performance for 2014.

Committee Comments:

- Project has strong artistic merit
- Guest artists provide mentoring and educational opportunities for the younger local dancers
- Application indicates a strong marketing plan; print, radio and television advertising will be placed throughout West Texas and Eastern New Mexico and on online event calendars
- Applicant plans to partner with a local hotel
- Application indicates strong foundation and corporate support
- Applicant has a good plan in place to track tourism i.e. hotel room blocks and zip code data provided from Select-a-Seat
- Cultural Arts Grant funds recommended (\$9,000) will be used towards the cost of Promotion/Publicity

1406-002 **University Interscholastic League – TTU**
UIL One-Act Play Director’s Workshop
Amount Requested: \$ 6,000
Amount Recommended: \$ 5,000

The University Interscholastic League requested \$6,000 to assist with costs associated with the UIL One-Act Play Director’s Workshop that will be held October 3-4, 2014. The workshop is designed for theatre educators and will provide training on such topics as selecting scripts, casting parts, designing sets/costumes and marketing/advertising. The workshop, which is the largest One-Act Play training event in the state, will engage schools from all over the state of Texas. The funds requested are to cover guest presenter fees, state director/judging panelists, class instructors, demonstration materials and fees associated with the partnership with Lubbock Community Theatre.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates a good history of generating room nights; attendance is showing growth each year
- Applicant plans to partner with a local hotel
- To further support the educational merit of the project, applicant is partnering with the Lubbock Community Theatre. Participants will attend a production of “The Odd Couple” and take a back stage tour that will include a Q&A session with the production’s director.
- Cultural Arts Grant funds recommended (\$5,000) are to be used towards the cost of Professional Services - Guest Presenters, State Director/Judging Panelists, Class Instructors, and Materials for Set Demonstrations

1406-003 **West Texas Watercolor Society**
“Where the Pavement Ends” a Julie Schumer Watermedia
Workshop
Amount Requested: \$ 2,500
Amount Recommended: \$ 2,000

The West Texas Watercolor Society requested \$2,500 to fund costs associated with the presentation of a three-day workshop featuring Santa Fe, NM artist, Julie Schumer. The workshop will be held October 23-25, 2014 at the Underwood Center for the Arts. There will be a demonstration by Julie Schumer that is open to the public on October 26th. Ms. Schumer will also judge the West Texas Watercolor Fall Membership Show, which will be on display at The Legacy from September 19th through November 2nd.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates a fairly good history of generating room nights; there was a significant increase in room nights generated last year
- The three-day workshop creates great potential for overnight stays
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended (\$2,000) are to be used towards the cost of Professional Services – Guest Artist Fees

1406-004 **Lubbock Christian University Theatre**
LCU Theatre presents *The Sound of Music*
Amount Requested: \$12,000
Amount Recommended: \$ 9,000

The Theatre area within the Community/Fine Arts Department of Lubbock Christian University requested \$12,000 for costume rental and set construction for the musical production of *The Sound of Music* scheduled for October 3-5, 2014. The production will be

held in conjunction with LCU's Parent/Family Weekend festivities and will include a cast and crew of over 50 and an orchestra of 25 musicians.

Committee Comments:

- Project has strong artistic merit
- Good arts education component; cast members are comprised of LCU students
- Application indicates a good marketing plan outside the region to include posting the event on travel websites and contacting newspapers in smaller cities in the region and in New Mexico; area teachers and students will be invited to visit Lubbock and attend the production
- With the production being held in conjunction with LCU's Parent/Family weekend, there is a good potential to generate room nights
- Application indicates a good plan to track tourism
- Committee would encourage applicant to also pursue funding from other granting entities and/or corporate support for future productions
- Cultural Arts Grant funds recommended (\$9,000) will be used towards the cost of Rentals (Costumes), Supplies/Materials (Set Construction), Postage (Shipping of Costumes) and/or Professional Services (Set Designer/Builders/Technicians)

1406-005

Fiestas del Llano, Inc.

Fiestas Patrias Lubbock 2014

Amount Requested: \$15,000
Amount Recommended: \$12,000

Fiestas del Llano requested \$15,000 to assist with costs associated with Fiestas Patrias Lubbock 2014 which will be held on September 12-15, 2014. Fiestas Patrias celebrates Hispanic history, music, art and culture on the South Plains. Fiestas Patrias strives to maintain cultural purity in music, dance, and art as well as present currently popular Hispanic music. In addition, their goal includes educating young people about their Hispanic heritage and providing entertainment through various styles of music to include Tejano, Norteno, and Salsa. Along with nationally known Hispanic artists, performances will include local and regional Mariachis, Ballet Folkloricos, and musicians that are just launching their professional careers. Funds requested are to cover the costs associated with the sound system/crew and assist with the artist fees for nationally known Hispanic artists.

Committee Comments:

- Project is a multi-day festival which has the potential to generate overnight stays
- Project has strong cultural components, including music and dance
- Application indicates good in-kind support from local and area media; applicant plans to promote the project through the Visit Lubbock website, the performer's websites and through press releases sent to newspapers in Midland/Odessa, Amarillo and Eastern New Mexico
- Cultural Arts Grant funds recommended (\$12,000) are to be used towards the cost of Professional Services – Artist Fees and Sound System

1406-006

**Lubbock Arts Alliance, Inc.
18th Annual Take in the Local Color! Lubbock's Artist Studio
Tour**

Amount Requested: \$15,000
Amount Recommended: \$12,000

The Lubbock Arts Alliance requested \$15,000 to assist with advertising and professional services fees associated with the Take in the Local Color! Lubbock Artist's Studio Tour which will be held on November 8-9, 2014. The goals of the project are to provide community awareness and education in the visual arts, offer a venue for local artists to showcase their works, facilitate a quality visual art program for students to attend, and attract visitors/tourists to the region. This event allows audiences the unique opportunity to observe the artists in their working environment, many of which are private homes. The Studio Tour will showcase six local artists at each studio location. Last year, over 55 Lubbock County artists were showcased in 10 locations. Artists will display original art to include painting, drawing, pottery, fiber, jewelry, glass, leather, wood and sculpture. In addition, there will be demonstrations and performances by local musicians at the various studio locations.

Committee Comments:

- Project has strong artistic merit
- Application indicates a strong marketing plan; marketing efforts will include the distribution of full color brochures to 5,000 individuals, many of whom live outside the Lubbock region
- Project historically generates good attendance as well as good tourism numbers
- Application indicates strong foundation support
- Application indicates that tourists from New Mexico, Colorado, Missouri, Oklahoma, Wyoming, and California attended last year's event; tracking methods are in place to determine out of town attendees and room nights generated
- Applicant will be working with Visit Lubbock to disseminate information on the Studio Tour through their tourism contacts
- Cultural Arts Grant funds recommended (\$12,000) will be used towards the cost of Promotion/Publicity and Professional Services (Graphic/Designer/Photographer/Website Designer)

1406-007

**Texas Tech Public Media KTTZ-TV
24 Frames: Art and Music Events**

Amount Requested: \$29,600
Amount Recommended: \$25,000

Texas Tech Public Media KTTZ-TV requested \$29,600 to assist with artist fees, facility rental and promotion/publicity associated with the presentation of 24 Frames: Art and Music Events. This project will include a series of live events that will follow the format of their popular PBS series and feature four artists per show and two musical performances. The 24 Frames live events will be held quarterly from January of 2015 through December of 2016,

and will be held at various venues across Lubbock. The artists will give demonstrations, lectures or take part in a conversation with the show host. The musical performances will consist of interviews with the musicians as well as performances. This unique format will allow artists to demonstrate their creative skills, but also offer the audiences a one of a kind experience in getting to know the artists and musicians in an intimate setting.

Committee Comments:

- Project has strong artistic merit; unique concept for live events in Lubbock
- Application indicates a good plan for advertising outside the Lubbock area
- Applicant has a good plan in place for tracking tourism
- Cultural Arts Grant funds recommended (\$25,000) will be used towards the cost of Professional Services (Artist Fees), Facility Rental and/or Promotion/Publicity
- Grant funds were considered for the entire two-year program; future applications for this timeframe may not be considered

1406-008

**Louise Hopkins Underwood Center for the Arts
First Friday Art Trail**

Amount Requested: \$16,000

Amount Recommended: \$14,000

The Louise Hopkins Underwood Center for the Arts requested \$16,000 to fund marketing efforts and shuttle transportation to and from the various downtown venues for the First Friday Art Trail. This cultural event will be held monthly from September of 2014 through August of 2015 and is free to the public. Now in its ninth year, this premier cultural event presents a wide variety of genres of visual and performing arts in seventeen venues. Venues include galleries, museums, nonprofit arts organizations, businesses and artist's studios.

Committee Comments:

- Project has strong artistic merit
- Event continues to grow each year; Over 38,000 individuals per year are participating in the event
- Application indicates growth in the number of out of town guests/tourists
- Project creates great exposure for the venues and the artists
- Application indicates a good marketing plan for advertising outside the region
- Cultural Arts Grant funds recommended (\$14,000) will be used towards the cost of Promotion and Publicity
- Grant funds were considered for the entire year-long program; future applications for this timeframe may not be considered

1406-009

**Lubbock Moonlight Musicals, Inc.
Moonlight Dinner Theatre 2014-2015 Season**

Amount Requested: \$20,000

Amount Recommended: \$16,000

Lubbock Moonlight Musicals requested \$20,000 to assist with costs associated with the presentation of the Moonlight Dinner Theatre 2014-2015 Season to be held on various dates between October 2014 and April 2015 at the Christine DeVitt Icehouse Theatre on the campus of The Louise Hopkins Underwood Center for the Arts. The musical theatre productions to be presented include *Nunsense*, *The Madrigal Dinners*, *Gigi* and *9 to 5*.

Committee Comments:

- Project has strong artistic and educational merit
- Application indicates that the theatrical productions will utilize college and high school students from Lubbock and the surrounding area as well as adult local talent; provides an educational opportunity for the student performers
- Application indicates strong foundation and corporate support
- Application indicates a good plan for tracking tourism
- Cultural Arts Grant funds recommended (\$16,000) will be used towards the cost of Professional Services (Costume/Set Designers, Sound/Lighting Designers) and Promotion/Publicity
- Grant funds were considered for the entire season; future applications for the season may not be considered

1406-010

**Lubbock Community Theatre, Inc.
Lubbock Community Theatre 2014-2015 Fall Season**

Amount Requested: \$ 8,875

Amount Recommended: \$ 7,000

The Lubbock Community Theatre requested \$8,875 to assist with professional services and promotion/publicity costs associated with the presentation of their Fall Season of plays. As Lubbock Community Theatre celebrates their 25th anniversary, the productions presented will include *The Odd Couple* (Female Version), *Love, Loss and What I Wore*, and *Almost, Maine*. The production of *The Odd Couple* (Female Version) was the first production presented by Lubbock Community Theatre for their inaugural season 25 years ago. All performances will take place at the Boston Avenue Theatre,

Committee Comments:

- Project has strong artistic merit
- Application indicates good growth last year in both attendance and the number of out of town guests/tourists
- Applicant has a good plan in place to track tourism and room nights generated
- Application indicates a good marketing plan; using online calendars, traditional marketing strategies as well as social media
- Cultural Arts Grant funds recommended (\$7,000) will be used towards the cost of Promotion/Publicity and Professional Services (Actors/Directors/Designers)

1406-011

**Lubbock Arts Alliance
2014 Lubbock Cultural District Marketing**

Amount Requested: \$10,000
Amount Recommended: \$ 7,500

The Lubbock Arts Alliance requested \$10,000 to assist with the marketing of Lubbock’s Cultural District. These marketing efforts include the continued online presence of dedicated websites, weekly email blasts about the facilities and activities in the Cultural District, and the use of social media such as Facebook. Other marketing includes advertisements in the LCVB Visitor’s Guide which are distributed throughout the region, ads in Texas Monthly and Texas Highways, the airing of a 2-minute promotional video, and weekly reports presented on a local television station. A full color brochure is distributed to locations outside the region.

Committee Comments:

- Project supports the arts, humanities and cultural tourism
- Project provides additional advertising for cultural events by selling a complete “package” of the arts in Lubbock to visitors and potential visitors
- Application indicates a good marketing plan outside the region; applicant plans to work closely with Visit Lubbock and other media partners on this project
- Cultural Arts Grant funds recommended (\$7,500) will be used towards the cost of Professional Services and/or Promotion/Publicity

1406-012

**Lubbock Moonlight Musicals, Inc.
CATS! by Andrew Lloyd Webber**

Amount Requested: \$24,000
Amount Recommended: \$20,000

Lubbock Moonlight Musicals requested \$24,000 to assist with costs associated with the professional presentation of the musical *CATS!* by Andrew Lloyd Webber. The performances will be presented at the Lubbock Memorial Center Theater on November 20-23, 2014. *CATS!* will be produced in cooperation of the Junior League of Lubbock, the Lubbock Symphony Orchestra, and Texas Tech Music Theatre and Dance. In addition to the local cast, the production will feature the return to Lubbock of Jeff M. Smith following his recent national tour in *West Side Story*, professional performers from New York City and Los Angeles, and the Lubbock debut of Ken Page as the character of Deuteronomy. Ken Page created this role for the original Broadway cast. Original costumes will be designed and created by Mia Siegert of New York City.

Committee Comments:

- Project has strong artistic merit
- The Committee really liked the collaborative effort of all involved in this production
- The production as well as the guest artists that will be performing should generate good tourism numbers

- Application indicates a good plan for tracking tourism
- Cultural Arts Grant funds recommended (\$20,000) will be used towards the cost of Professional Services (Professional Actors, Musicians and Costumers) and Supplies/Materials (Costumes)

1406-013 National Cowboy Symposium & Celebration, Inc.
National Cowboy Symposium & Celebration
Amount Requested: \$22,000
Amount Recommended: \$19,750

The National Cowboy Symposium & Celebration requested \$22,000 to assist with the cost of producing the 26th Annual Cowboy Symposium and Celebration to be held on September 4-7, 2014 at the Lubbock Memorial Civic Center. The requested funds would be used for performer and presenter fees, technical stagehand fees and to advertise and promote the event nationally and regionally. Over 75 performers and participants (poets, musicians, storytellers, panelists, chuck wagon cooks, and special presenters) will appear at the 2014 Celebration. Also planned are a Youth Wild West Day, a Performer’s Round Robin Session, and a session on the History of Bob Wills Music. The Texas State Historian, Bill O’Neal, will also be featured at the 2014 event.

Committee Comments:

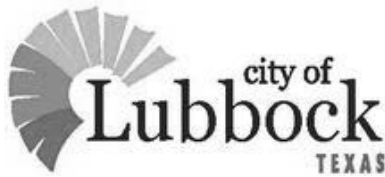
- Project has strong artistic and cultural merit
- Project has a good history of generating tourism and room nights
- Organization has very good foundation and corporate support
- Applicant plans to partner with two local hotels
- Application indicates a very strong marketing plan, both regionally and nationally;
- Applicant has a good plan for tracking tourism and room nights
- Cultural Arts Grant funds recommended (\$19,750) will be used towards the cost of Promotion/Publicity and Professional Services – Artist Fees

1406-014 Lubbock Symphony Orchestra
2014/2015 Classical Masterworks Season & Holiday Concert &
The Texas Tenors
Amount Requested: \$50,000
Amount Recommended: \$42,000

The Lubbock Symphony Orchestra requested \$50,000 to assist with musician fees and guest artist fees associated with the presentation of the 2014/2015 Classical Masterworks Season, Holiday Concert and Spring Pops Concert featuring The Texas Tenors. The theme for the 2014/2015 season is entitled “Heroes and Heroines.” The Holiday Pops Concert will be a collaborative effort with the Lubbock Chorale and the First United Methodist Church Choir. The Texas Tenors, who boast their own PBS special and gained popularity while on NBC’s “America’s Got Talent,” will perform music from all genres. Performances will be held on various weekends beginning in September of 2014 and ending in May of 2015.

Committee Comments:

- Project has strong artistic merit
- Application indicates strong foundation and corporate support
- Application indicates a good history of generating tourism and room nights
- The collaborative efforts with the Lubbock Choral and the First United Methodist Church Choir create the potential to reach new audiences
- The Texas Tenors should have a large tourism draw from throughout the region
- Cultural Arts Grant funds recommended (\$42,000) will be used towards the cost of Professional Services – Musician Fees and Guest Artist Fees
- Grant funds were considered for the entire season; future applications for the Masterworks Season may not be considered



Regular City Council Meeting

6. 14.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31019739 with Altec Industries, Inc. for a Digger Derrick for the Traffic Department.

Item Summary

Traffic Operations will use the derrick part of the equipment for installation of various items: mast arm assemblies that are 50 feet to 65 feet in length; wood poles for temporary span wire signals; and fiber optic vaults. It will also be used for various lifting applications involved with the installation of traffic signal hardware. The digger section will be used to install wood poles, screw-in foundations and traffic sign pole installs. Due to the increasing size and weight of traffic signal arms and shafts, the current unit is beyond its lifting limits. The new equipment will replace a 1997 model truck with over 5,000 hours and repair cost at \$40,000.

The \$280,101 purchase order contract with Altec Contract number 31014 is made through the National Joint Powers Alliance (NJPA). NJPA is a purchasing cooperative and governmental agency created by Minnesota Statute 123A.21 to allow participating governmental agencies to reduce the cost of goods and services by leveraging their combined purchasing power. Texas Government Code Chapter 791 allows political subdivisions of Texas to contract with another political subdivision of Texas or another state to purchase goods and services. Pursuant to Texas Local Government Code Chapter 271.102, participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids.

Fiscal Impact

The equipment is approved in the FY 2013-14 Master Lease.

Staff/Board Recommending

Scott Snider, Assistant City Manager
R. Keith Smith, P.E. Director of Public Works

Attachments

Resolution & Purchase Order - Altec Industries

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31019739 for the purchase of Digger Derrick Truck as per NJPA Contract 31014, by and between the City of Lubbock and Altec Industries, Inc. of Waxahachie, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

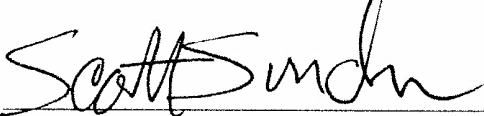
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

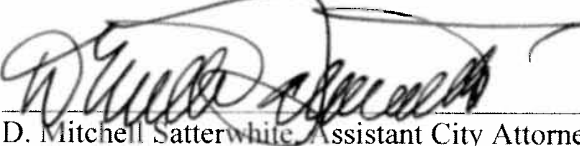
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



D. Mitchell Satterwhite, Assistant City Attorney

vw:ccdocs/RES.Altec-PurchaseOrd
June 24, 2014



PURCHASE ORDER

Page - 1
Date - 06/30/2014
Order Number 31019739 000 OP
Branch/Plant 3526

TO: ALTEC INDUSTRIES INC
1001 SOLON ROAD
WAXAHACHIE Texas 75165

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

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

Ordered 07/10/2014 Freight
Requested 05/06/2015 Taken By T SHELLEY
Delivery PER L COX REQ 42907 NJPA CONTRACT 31014

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Digger Derrick Truck, 1.000, 280,101.0000, EA, 280,101.00, 05/06/2015. Row 2: Total Order, 280,101.00.

This purchase order encumbers funds in the amount of \$280,101 awarded to Altec Industries Inc. of Waxahachie, TX on July 10, 2014. The following is incorporated into and made part of this purchase order by reference: NJPA Contract 31014. Price quotation dated May 21, 2014 from Altec Industries Inc. of Waxahachie, TX. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



Opportunity Number: 49833
 Quotation Number: 254084-2
 NJPA Contract #: 31014
 Date: 6/24/2014

Quoted for: City of Lubbock, TX
 Customer Contact: Tiffini Shelley
 Quoted by: Kristi Hatfield
 Phone: 540-966-2908 /Fax: 540-591-9430 /Email: kristi.hatfield@altec.com
 Altec Account Manager: Ward Brasses
 Phone: 405-826-7488 /Email: ward.brasse@altec.com

REFERENCE ALTEC MODEL

D4065B	65' Digger Derrick	\$252,920
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Per NJPA Specifications plus Options below

(A.) NJPA OPTIONS ON CONTRACT (Unit)

1	D4065B-RF	RotaFloat	\$1,156
2	D4065B-AWD	All Wheel Drive	\$19,848
3			
4			
5			

(A1.) NJPA OPTIONS ON CONTRACT (General)

1	LTC	LOWER TOOL CIRCUIT	\$352
2	HRS	HOSE REEL. Spring Loaded for Mounting 25' Conductive Hoses with HTMA Quick Couplings that Come	\$1,135
3	UA24	24" Diameter Dirt Auger Full Flight	\$1,366
4	TBE	ELECTRIC TRAILER BRAKE CONTROLLER. Controls Trailers with Electric Brakes, Wired to 7-Way Pl	\$224
5			
6			
7			
8			

NJPA OPTIONS TOTAL: \$277,001

(B.) OPEN MARKET ITEMS (Customer Requested)

1	UNIT		
2	UNIT & HYDRAULIC ACC		
3	BODY		
4	BODY & CHASSIS ACC		
5	ELECTRICAL		
6	FINISHING		
7	CHASSIS		
8	OTHER	Title Application Prep Fee	\$300

OPEN MARKET OPTIONS TOTAL: \$300

SUB-TOTAL FOR UNIT/BODY/CHASSIS: \$277,301

Delivery to Customer: \$2,800

TOTAL FOR UNIT/BODY/CHASSIS: \$280,101

(C.) ADDITIONAL ITEMS (items are not included in total above)

1	FET	Federal Exise Tax Exempt	\$0
2			
3			

****Pricing valid for 45 days****

NOTES

PAINT COLOR: White to match chassis, unless otherwise specified

WARRANTY: Standard Altec Warranty - One (1) year parts warranty One (1) year labor warranty Ninety (90) days warranty for travel charges (Mobile Service) Limited Lifetime Structural Warranty. Chassis to include standard warranty, per the manufacturer. (Parts only warranty on mounted equipment for overseas customers)

TO ORDER: To order, please contact the Altec Inside Sales Representative listed above.

CHASSIS: Per Altec Commercial Standard

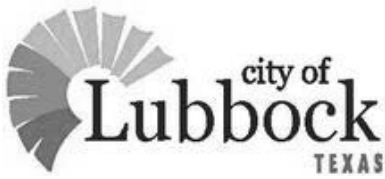
DELIVERY: No later than 270-300 days ARO, FOB Customer Location

TERMS: Net 30 days

BEST VALUE: Altec boasts the following "Best Value" features: Altec ISO Grip Controls for Extra Protection, Only Lifetime Warranty on Structural Components in Industry, Largest Service Network in Industry (Domestic and Overseas), Altec SENTRY Web/CD Based Training, Dedicated/Direct Govt Sales Manager, In-Service Training with Every Order.

TRADE-IN: Equipment trades must be received in operational condition (as initial inspection) and DOT compliant at the time of pick-up. Failure to comply with these requirements, may result in customer bill-back repairs.

BUILD LOCATION: Roanoke, VA



Regular City Council Meeting

6. 15.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Human Resources: Consider a resolution adopting the Classification and Compensation Study prepared by Management Advisory Group International dated April 21, 2014 as City policy for determining and setting compensation for City of Lubbock employees, and directing the City Manager to utilize said Study in the preparation of the FY 2014-15 City of Lubbock budget.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Leisa Hutchinson, Director of Human Resources

Attachments

Resolution - MAG

RESOLUTION

WHEREAS, the City Council of the City of Lubbock passed Resolution 2013-R0417 on November 21, 2013, and pursuant thereto entered into a service agreement with Management Advisory Group International, Inc. ("MAG") for the purposes of completing a Classification and Compensation Study (the "Study") in connection with City of Lubbock employees, and reporting its findings and recommendations back to the City Council; and

WHEREAS, MAG has completed certain tasks required of it under the service agreement, and presented its Study to the City Council of the City of Lubbock on April 21, 2014; and

WHEREAS, the City Council of the City of Lubbock desires to adopt as City of Lubbock policy the recommendations of MAG, as set forth in the Study, to be effective October 1, 2014, and further to serve as a guiding principle for the City Manager as he prepares a Fiscal Year 2014-2015 budget proposal to present to the City Council; NOW THEREFORE:

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

THAT the recommendations set forth by MAG in its report to the City Council, dated April 21, 2014, are hereby adopted by the City Council as policy to be used in determining and setting the compensation of City of Lubbock Employees, effective October 1, 2014.

THAT the City Manager is hereby instructed to utilize the Study in preparing applicable components of the Fiscal Year 2014-2015 budget proposal for consideration by the City Council.


CONSIDERED AND APPROVED this ___ day of _____, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

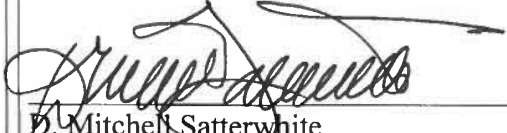
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

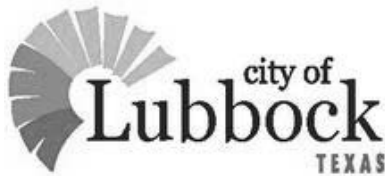


Glen C. Robertson, Mayor

APPROVED AS TO FORM:



D. Mitchell Satterwhite,
First Assistant City Attorney



Regular City Council Meeting

6. 16.

Meeting Date: 07/10/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-00098 for Zone Case 3097-B, a request of AMD Engineering, LLC, for Peoples Bank, for a zoning change from GO to AM Specific Use for a bank on Tracts QQ and RR, Orchard Park Addition, 11009 and 11011 Quaker Avenue.

Item Summary

On June 26, 2014, the City Council approved the first reading of the ordinance.

General comments:

The request is to re-zone a Garden Office parcel to AM Specific Use for a bank. This is an area that was zoned for Garden Office to buffer the residential neighborhood from the thoroughfare.

Adjacent land uses:

To the north and west is existing garden office development. Orchard Park residential subdivision is to the east. To the south is vacant commercially zoned property.

Comprehensive Land Use Plan (CLUP):

Although not depicted in the graphic or map version of the CLUP, it is acceptable to have buffer districts along the thoroughfare between the major commercial corners. The previous GO zoning and the AM Specific Use zoning fits within this description, and therefore, the request is consistent with the CLUP.

Zoning Policy:

Banks are typically located in a Commercial District, however, are also allowed within the Apartment Medical District as a Specific Use case. This allows the case to be approved at a specific location to insure that it is an appropriate location. As AM, the proposed zoning change is consistent with zoning policy as a buffer district.

Effect on the adjacent street and thoroughfare system:

With any new development, there is inherently additional traffic added to the thoroughfare system. However, this proposal should have no negative impact on the system.

Recommendations:

On June 3, 2014 the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:

1. Shall be required a parking ratio of 1 space per 175 square feet of gross building area.
2. The project is required to meet the Apartment Medical district development standards.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3097-B

Zone Case 3097-B

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3097-B**; A ZONING CHANGE FROM **GO** TO **AM SPECIFIC USE FOR A BANK**, ON TRACTS **QQ AND RR, ORCHARD PARK ADDITION**, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3097-B

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO** to **AM Specific Use for a bank on QQ and RR, Orchard Park Addition**, City of Lubbock, Lubbock County, Texas, located at **11009 and 11011 Quaker Avenue**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT a parking ratio of 1 space per 175 square feet of gross building area shall be required;**
2. **THAT the project is required to meet the Apartment Medical district development standards.**

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 **GO** 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 **11009 and 11011 Quaker 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:



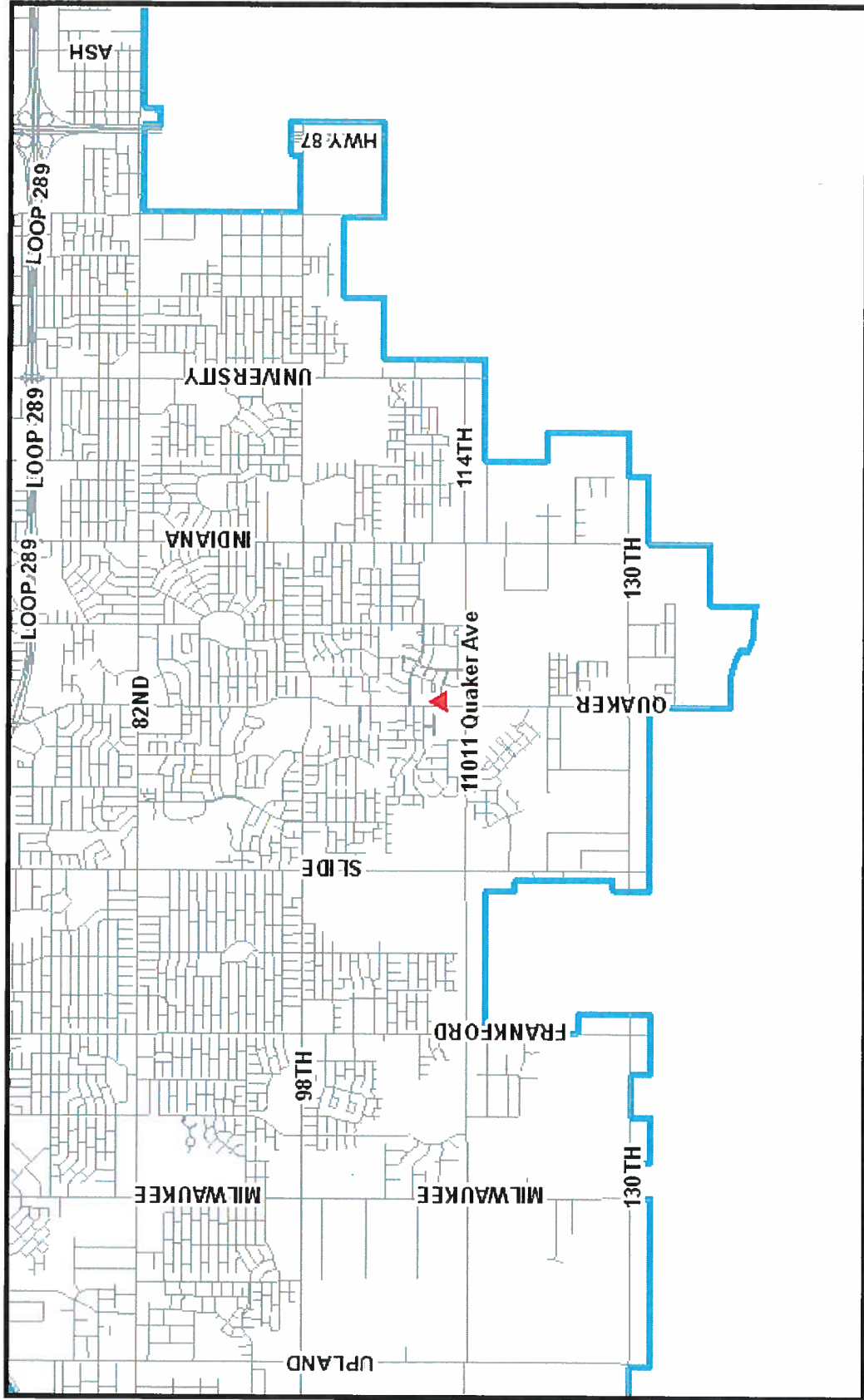
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

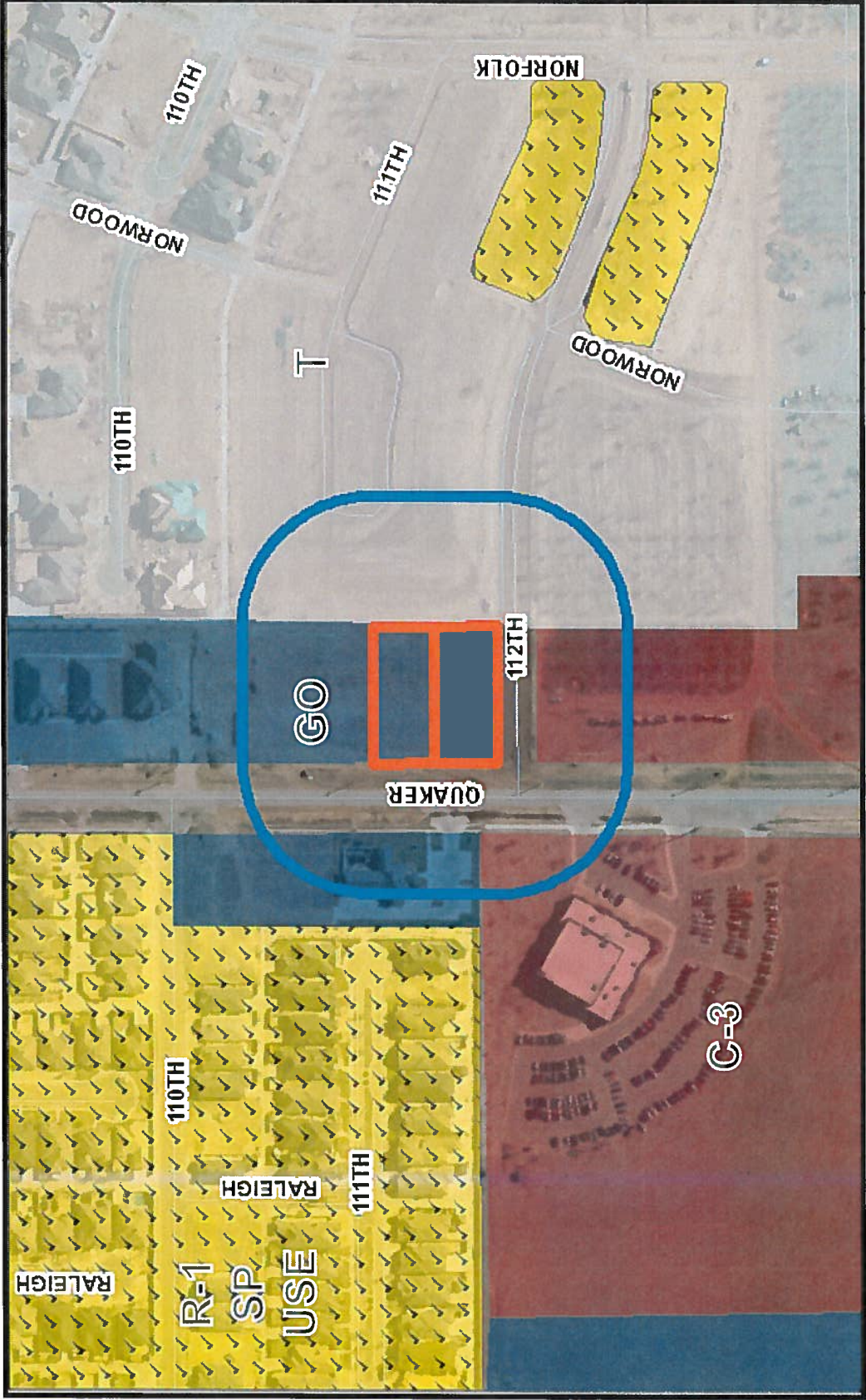


Chad Weaver, City Attorney

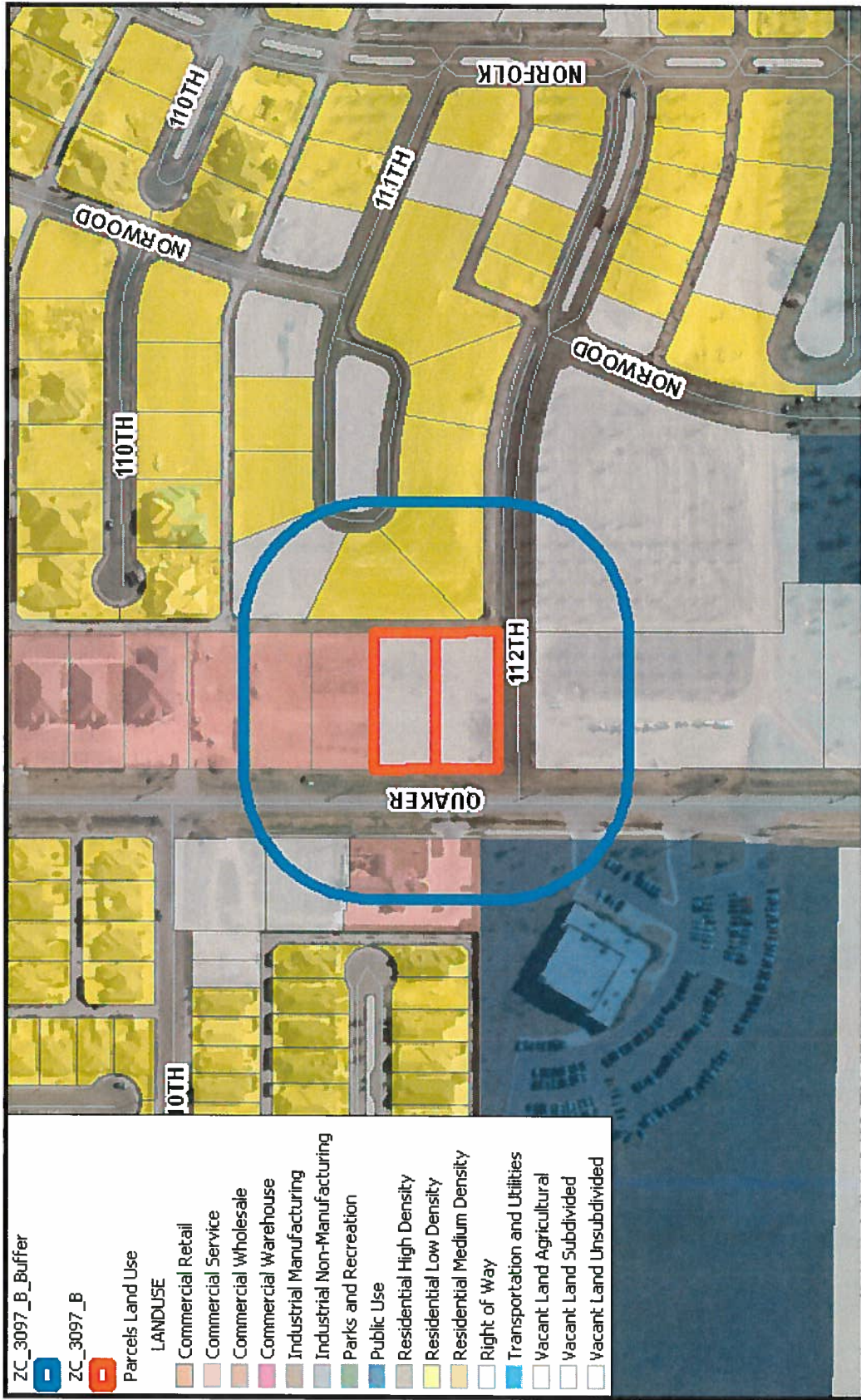
vw/CityAtt/Chad/Zones/ZC3097-B
June 3, 2014



P.Z.C. Case 3097-B



P.Z.C. Case 3097-B Zoning



P.Z.C. Case 3097-B

Request of AMD Engineering, LLC (for Peoples Bank) for a zoning change from GO to AM Specific Use for a bank, 11009 and 11011 Quaker Avenue

APPLICATION FOR ZONE CHANGE

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

Applicant AMD Engineering, LLC
(Please Print)
2807 74th Street, Ste. 8
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 771-5976
Telephone

For Peoples Bank
5820 82nd Street
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 794-0044
Telephone

Location or Address: Northeast corner of 112th Street and Quaker Avenue

Legal Description:* Tracts "QQ" and "RR", Orchard Park

Existing Land Use: Vacant / Ag **Existing Zoning:** GO

Acreage or Square Footage of Property: 44,440 SF

Zoning Requested: C-2 for a bank with motor bank and accessory pass-out windows and 24-hr ATM
AM spec use

Proposed Development: Peoples Bank Branch with teller/drive through service

If property is not subdivided, will preliminary plat be submitted? Yes _____ No x

[Signature], Chairman & CEO
Applicant's Signature

May 8, 2014
Date

Filing Fee: \$475
(\$475.00 for the first acre; \$3.00 for each additional acre)

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

For City Use Only PIN: 92799 and 92810 map 41

Zone Case No.: 3097-13 **Agenda No.:** 42

Request for zoning change from: GO **To:** [crossed out]

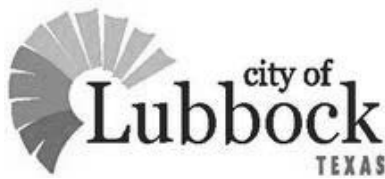
AM specific use for a bank

on _____

on Lot(s) Tracts QQ and RR, Block(s) _____

Orchard Park Addition (Address: 11009 and 11011 Quaker Ave)

JR



Regular City Council Meeting

6. 17.

Meeting Date: 07/10/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-00099 for Zone Case 3116-E, a request of Hugo Reed and Associates, Inc., for FP Investors I, LLC, for a zoning change from C-3 and A-2 to C-2A for a bank and A-2 on 3.37 acres of unplatted land out of Block AK, Section 4, west of Indiana Avenue and south of 130th Street.

Item Summary

On June 26, 2014, the City Council approved the first reading of the ordinance.

General comments:

The request of the proponent is for a zone change from C-3 and A-2 to C-2A for a bank and A-2. The request adds a buffer of C-2A zoning (proposed bank) between the existing A-2 and adjacent C-3 zoning. It adds an additional 1.38 acres of A-2 zoning adjacent to the existing A-2 zoning.

Adjacent land uses:

- N: vacant land, zoned transitional
- S: vacant land, zoned R-2 specific use and R-1 specific use
- E: vacant land, zoned C-3
- W: vacant land zoned A-2

Comprehensive Land Use Plan (CLUP):

The CLUP has this area designated as residential low-density and the request would constitute a minor change to the plan.

Zoning Policy:

It is policy to buffer the commercial nodes located at major intersections with residential medium density. The commercially zoned area in existence is larger than our policy dictates; however, it would still be ideal to have the medium density buffer, as requested by this zone change.

Effect on the adjacent street and thoroughfare system:

None.

Recommendations:

On June 3, 2014 the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3116-E

Zone Case 3116-E

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3116-E**; A ZONING CHANGE FROM C-3 AND A-2 TO C-2A AND A-2 ZONING DISTRICT ON **3.37 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 4, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3116-E

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-3 and A-2** to **C-2A and A-2** zoning district on **3.37 acres of unplatted land out of Block AK, Section 4**, City of Lubbock, Lubbock County, Texas, located at **west of Indiana Avenue and south of 130th Street**.

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



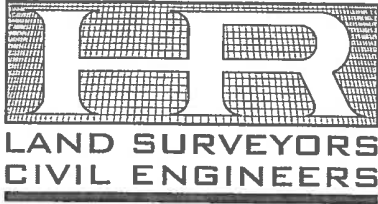
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3116-E
June3, 2014



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

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears N. $88^{\circ}13'52''$ W. an approximate distance of 1280.6 feet and S. $01^{\circ}46'08''$ W. an approximate distance of 310.0 feet from the Northeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. $01^{\circ}46'08''$ W. an approximate distance of 360.0 feet to a point for the Southeast corner of this tract;

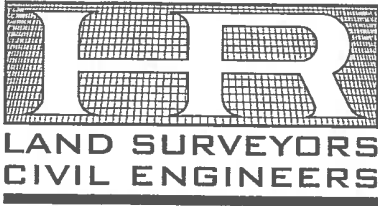
THENCE N. $88^{\circ}13'52''$ W. an approximate distance of 167.5 feet to a point for the Southwest corner of this tract;

THENCE N. $01^{\circ}46'08''$ E. an approximate distance of 360.0 feet to a point for the Northwest corner of this tract;

THENCE S. $88^{\circ}13'52''$ E. an approximate a distance of 167.5 feet to the Point of Beginning.

Contains: Approximately 1.38 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.



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

PROPOSED C-2A ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 4, Block AK, for the Northeast corner of this tract which bears N. 88°13'52" W. an approximate distance of 1280.6 feet from the Northeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. 01°46'08" W. an approximate distance of 310.0 feet to a point for the Southeast corner of this tract;

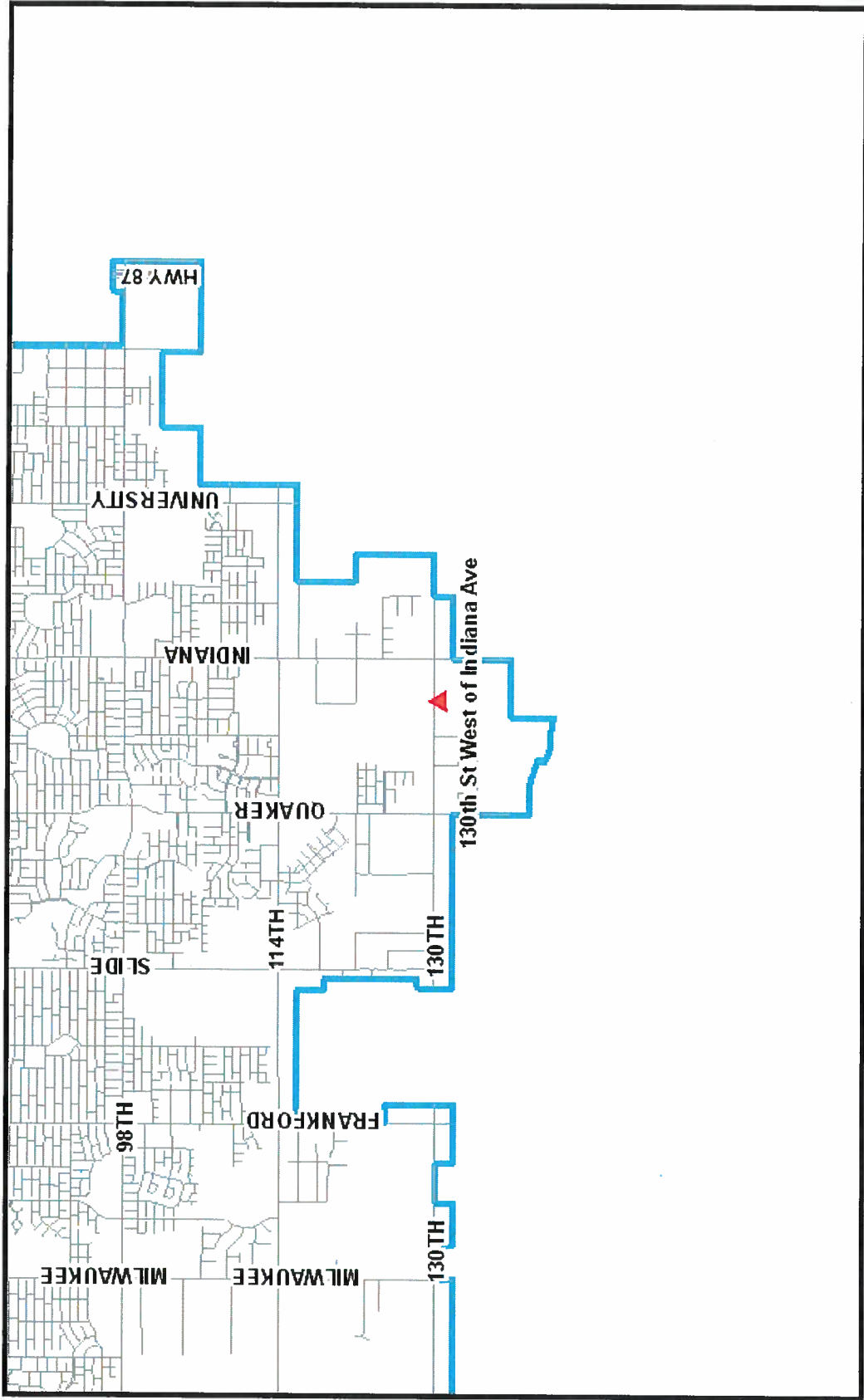
THENCE N. 88°13'52" W. an approximate distance of 280.0 feet to a point for the Southwest corner of this tract;

THENCE N. 01°46'08" E. an approximate distance of 310.0 feet to a point in the North line of said Section 4, Block AK for the Northwest corner of this tract;

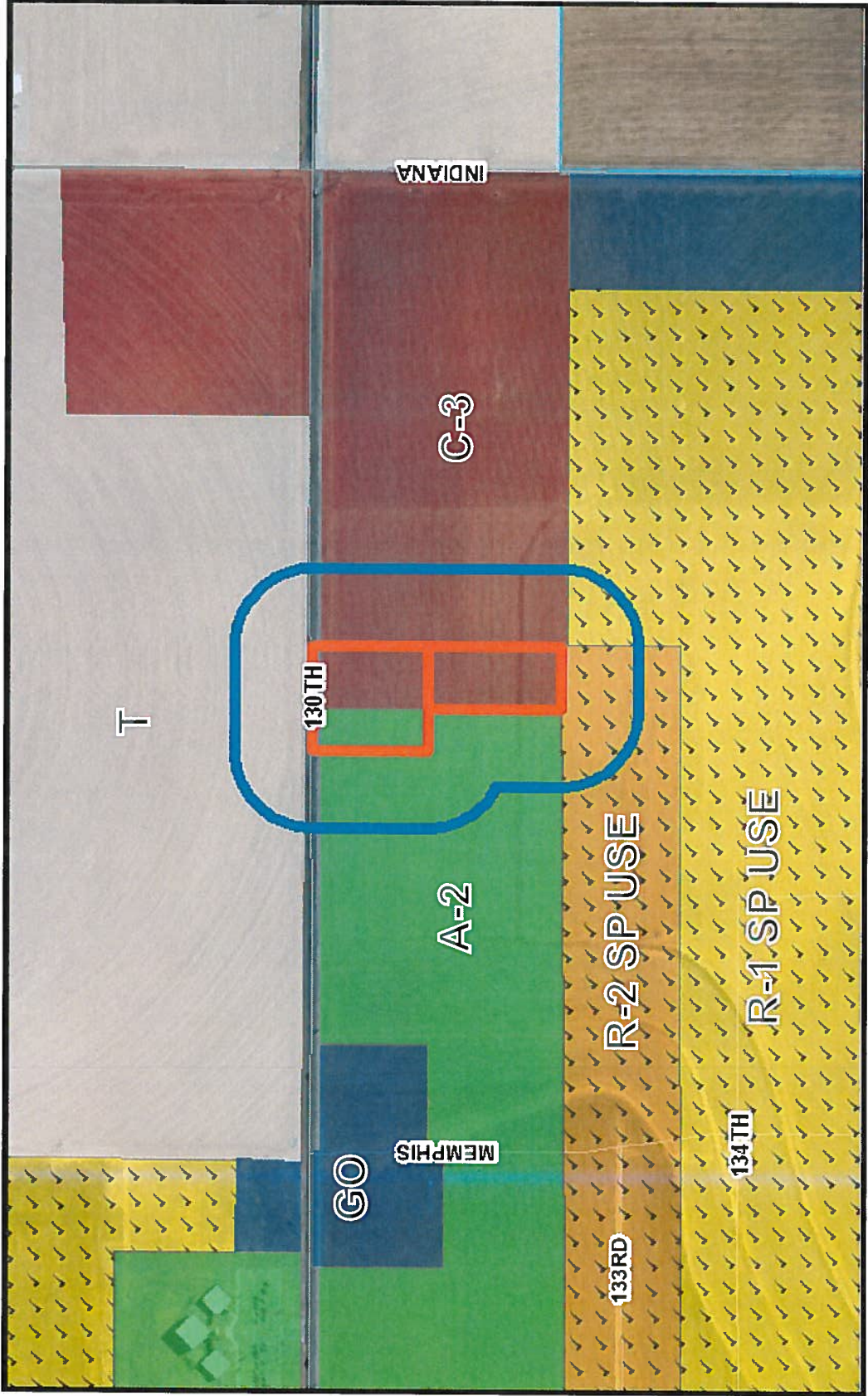
THENCE S. 88°13'52" E., along the North line of said Section 4, Block AK, an approximate a distance of 280.0 feet to the Point of Beginning.

Contains: Approximately 1.99 Acres

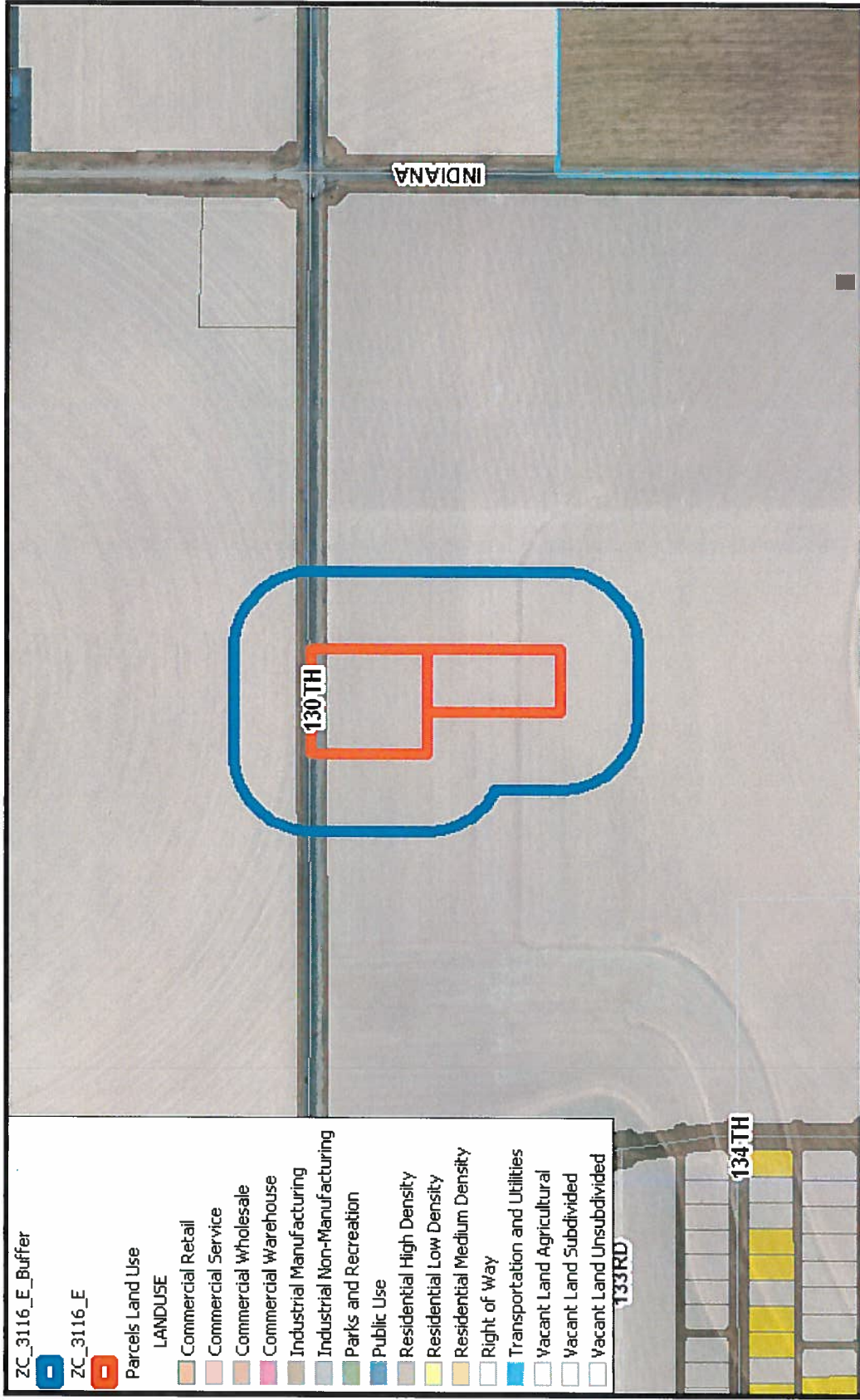
PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.



P.Z.C. Case 3116-E



P.Z.C. Case 3116-E Zoning



P.Z.C. Case 3116-E

Request of Hugo Reed and Associates, Inc. (for FP Investors I, LLC) for a zoning change from C-3 and A-2 to C-2A for a bank and A-2, west of Indiana Avenue and south of 130th Street



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For FP Investors I, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas TX 75248-1389
City State Zip
(214) 850-8838
Telephone

Location or Address: Section 4, Block AK

Legal Description:* See attached

Existing Land Use: Vacant Existing Zoning: C-3 and A-2

Acreage or Square Footage of Property: 3.37 Acres

Zoning Requested: C-2A and A-2

Proposed Development: Bank

If property is not subdivided, will preliminary plat be submitted? Yes [X] No

Terry Holman
Applicant's Signature

May 12, 2014
Date

Filing Fee: \$484.00 (Hugo Reed #023483)
(\$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.: 3116 - E

Agenda No.: 3

Request for zoning change from: C-3, A-2

To: C-2A - A-2

3.37 Acres of unplatted land out of block AK section 4

on Lot(s):

Block(s):

Subdivision:

Address: West of Indiana Ave South of 130th St



**EXISTING ZONING
LOCATED IN SECTION 4, BLOCK AK**

NORTHEAST CORNER OF SECTION 4, BLOCK AK

1585

F.M.

A-2

PROPOSED C-2A

PROPOSED A-2

C-3

INDIANA AVENUE



PROPOSED ZONING LOCATED IN SECTION 4, BLOCK AK

THIS POINT BEARS N88°13'52"W APPROXIMATELY
1280.6' FROM THE NORTHEAST CORNER OF
SECTION 4, BLOCK AK

S88°13'52"E 280.0'

N01°46'08"E 310.0'

S01°46'08"W 310.0'

N88°13'52"W 280.0'

**PROPOSED
C-2A
(1.99 ACRES)**



**PROPOSED ZONING
LOCATED IN SECTION 4, BLOCK AK**

THIS POINT BEARS N88°13'52"W APPROXIMATELY 1280.6' AND S01°46'08"W APPROXIMATELY 310.0' FROM THE NORTHEAST CORNER OF SECTION 4, BLOCK AK

S88°13'52"E
167.5'

N01°46'08"E 360.0'

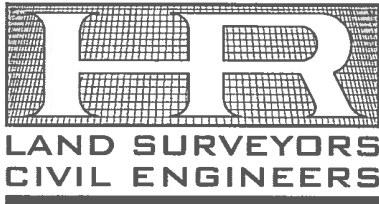
S01°46'08"W 360.0'

**PROPOSED
A-2
(1.38 ACRES)**

N88°13'52"W
167.5'



**PROPOSED ZONING
LOCATED IN SECTION 4, BLOCK AK**



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

PROPOSED A-2 ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Northeast corner of this tract which bears N. $88^{\circ}13'52''$ W. an approximate distance of 1280.6 feet and S. $01^{\circ}46'08''$ W. an approximate distance of 310.0 feet from the Northeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. $01^{\circ}46'08''$ W. an approximate distance of 360.0 feet to a point for the Southeast corner of this tract;

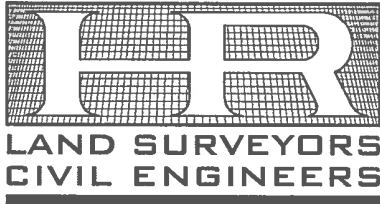
THENCE N. $88^{\circ}13'52''$ W. an approximate distance of 167.5 feet to a point for the Southwest corner of this tract;

THENCE N. $01^{\circ}46'08''$ E. an approximate distance of 360.0 feet to a point for the Northwest corner of this tract;

THENCE S. $88^{\circ}13'52''$ E. an approximate a distance of 167.5 feet to the Point of Beginning.

Contains: Approximately 1.38 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.



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

PROPOSED C-2A ZONING

METES AND BOUNDS DESCRIPTION of a tract of land located in Section 4, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the North line of Section 4, Block AK, for the Northeast corner of this tract which bears N. $88^{\circ}13'52''$ W. an approximate distance of 1280.6 feet from the Northeast corner of Section 4, Block AK, Lubbock County, Texas;

THENCE S. $01^{\circ}46'08''$ W. an approximate distance of 310.0 feet to a point for the Southeast corner of this tract;

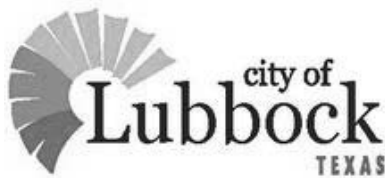
THENCE N. $88^{\circ}13'52''$ W. an approximate distance of 280.0 feet to a point for the Southwest corner of this tract;

THENCE N. $01^{\circ}46'08''$ E. an approximate distance of 310.0 feet to a point in the North line of said Section 4, Block AK for the Northwest corner of this tract;

THENCE S. $88^{\circ}13'52''$ E., along the North line of said Section 4, Block AK, an approximate a distance of 280.0 feet to the Point of Beginning.

Contains: Approximately 1.99 Acres

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPESENT A SURVEY.



Regular City Council Meeting

6. 18.

Meeting Date: 07/10/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-00101 for Zone Case 3231, a request of AMD Engineering, LLC, for State Street Housing, for a zoning change from R-1 to A-2 on 14.13 acres of unplatted land out of Block AK, Section 44, east of Juneau Avenue and south of 26th Street.

Item Summary

On June 26, 2014, the City Council approved the first reading of the ordinance.

General comments:

The request of the proponent is for a zone change from R-1 (single family) to A-2 (high density apartment).

Adjacent land uses:

- N: single family residential, zoned R-1
- S: vacant land, zoned R-1
- E: vacant land, zoned IHC
- W: Dr. Armando Duran Park, zoned R-1

Comprehensive Land Use Plan (CLUP):

The CLUP has this area designated as residential low-density. The requested zone change would be a minor change to the plan, however, would provide a good buffer zone between the single family residential and the IHC zoning district to the east.

Zoning Policy:

The purpose of this district is to promote high-density multi-family developments and compatible land uses in harmony with lower-density uses. The regulations are designed to provide the occupants with safe and convenient housing within an aesthetically pleasing environment in proper relationship to adjacent land uses. When proposed development in this district is adjacent to R-1 or R-2 zoned property, the proposed development shall be designed to provide for maximum compatibility with the adjacent development. Architectural design, landscaping, screening and parking areas shall be properly provided to insure maximum protection of lower density uses.

A six feet screening fence would be required adjacent to any residentially zoned property, although in staff's opinion, a screening fence towards the park and towards the playa lake would not be necessary unless developed into a residential subdivision.

The property owner to the north was concerned with the proposed apartment complex. Although his concerns regarding property values being lowered was not addressed by the Planning & Zoning Commission (P&Z), the screening fence will mitigate the issues that he presented to the commission regarding the proximity of the apartment project. The screening fence required to the north of this property was not waived or removed by the P&Z.

Effect on the adjacent street and thoroughfare system:

Traffic should not have any major impact on the thoroughfare system. Iola Avenue is a collector which has the

capacity to handle the traffic of a buffer district, and allows access to both 34th Street and 19th Street. 26th Street is also a collector and allows access to Milwaukee Avenue as well as the potential for connectivity to the Loop 289 access roads.

Recommendations:

On June 3, 2014, the P&Z Commission recommended the request with a unanimous vote, with the following condition:

1. That the six feet tall screening fence be waived to the south and west of the property.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3231

Zone Case 3231

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. 3231**; A ZONING CHANGE FROM **R-1** TO **A-2** ZONING DISTRICT ON **14.13 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 44**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3231

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **A-2** zoning district on **14.13 acres**

of unplatted land out of Block AK, Section 44, City of Lubbock, Lubbock County, Texas located at east of Juneau Avenue and south of 26th 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 6' tall screening fence be waived to the south and west of the property.**

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:



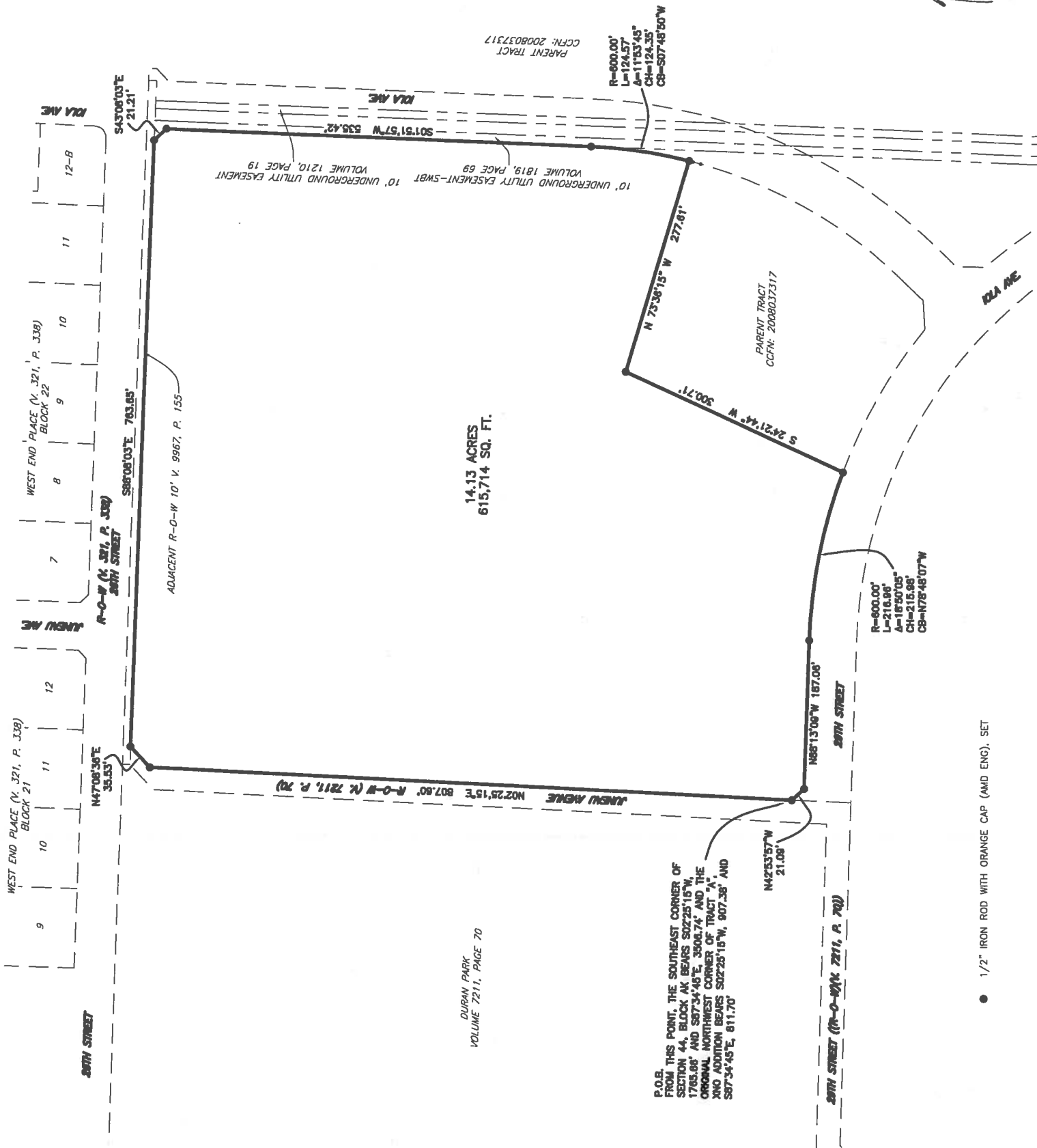
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC3231
June 3, 2014



N
↑
not to scale



Rezone to A2

METES AND BOUNDS DESCRIPTION of a 14.13 Acres (615,714 sq. ft.) tract of land out of Section 44, Block AK, Lubbock County, Texas and being a portion of that tract of land described in County Clerk File Number 2008037317, of the Official Public Records of Lubbock County, Texas and being more particularly described as follows;

Beginning at a 1/2" iron rod with orange cap (AMD ENG), set in Juneau Avenue for the most Westerly Southwest corner of this tract, whence the Southeast corner of Section 44, Block AK bears $S02^{\circ}25'15''W$, a distance of 1765.66 feet and $S87^{\circ}34'45''E$, a distance of 3506.74 feet and the Northwest corner of Tract "A", XNO Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013025115, Official Public Records of Lubbock County, Texas, bears $S02^{\circ}25'15''W$, a distance of 907.38 feet and $S87^{\circ}34'45''E$, a distance of 811.70 feet;

Thence $N02^{\circ}25'15''E$, along said Juneau Avenue, a distance of 807.60 feet to a 1/2" iron rod with orange cap (AMD ENG), set for the most Westerly Northwest corner of this tract;

Thence $N47^{\circ}08'36''E$, a distance of 35.53 feet to a 1/2" iron rod with orange cap (AMD ENG), set in the South Right of Way line of 26th Street described in Volume 9967, Page 155, Official Public Records of Lubbock County, Texas, for the most Northerly Northeast corner of this tract;

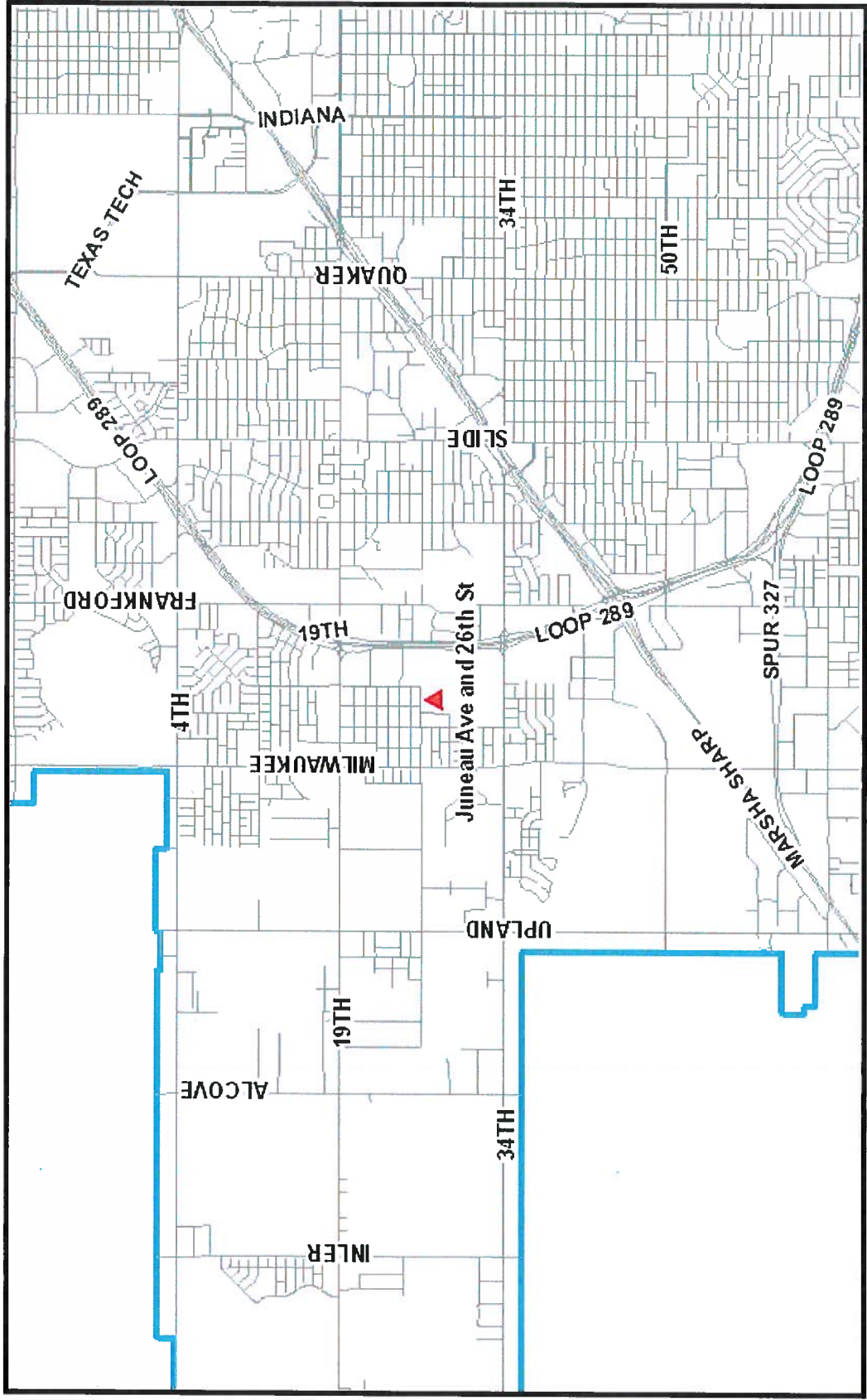
Thence $S88^{\circ}08'03''E$, along said 26th Street, a distance of 763.65 feet to a 1/2" iron rod with orange cap (AMD ENG), set for the most Northerly Northeast corner of this tract;

Thence $S43^{\circ}08'03''E$, a distance of 21.21 feet to a 1/2" iron rod with orange cap (AMD ENG), set in the West line of Iola Avenue, for the most Easterly Northeast corner of this tract;

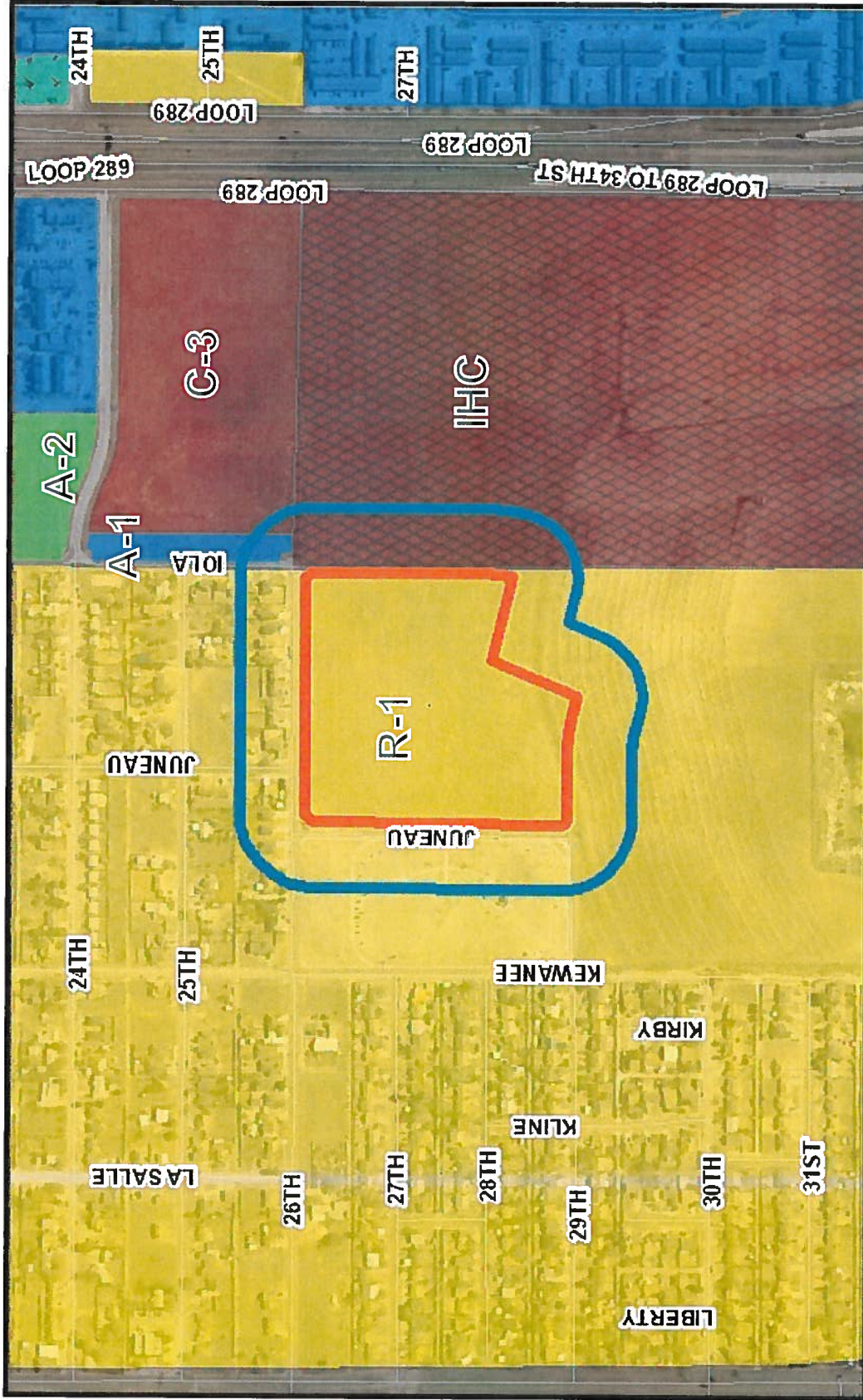
Thence $S01^{\circ}51'57''W$, along said Iola Avenue, a distance of 535.42 feet to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence Southwesterly along a curve to the right having a radius of 600.00 feet, an arc length of 124.57 feet, a central angle of $11^{\circ}53'45''$, a chord distance of 124.35 feet, and a chord bearing of $S07^{\circ}48'50''W$ to a 1/2" iron rod with orange cap (AMD ENG), set for the most Easterly Southeast corner of this tract;

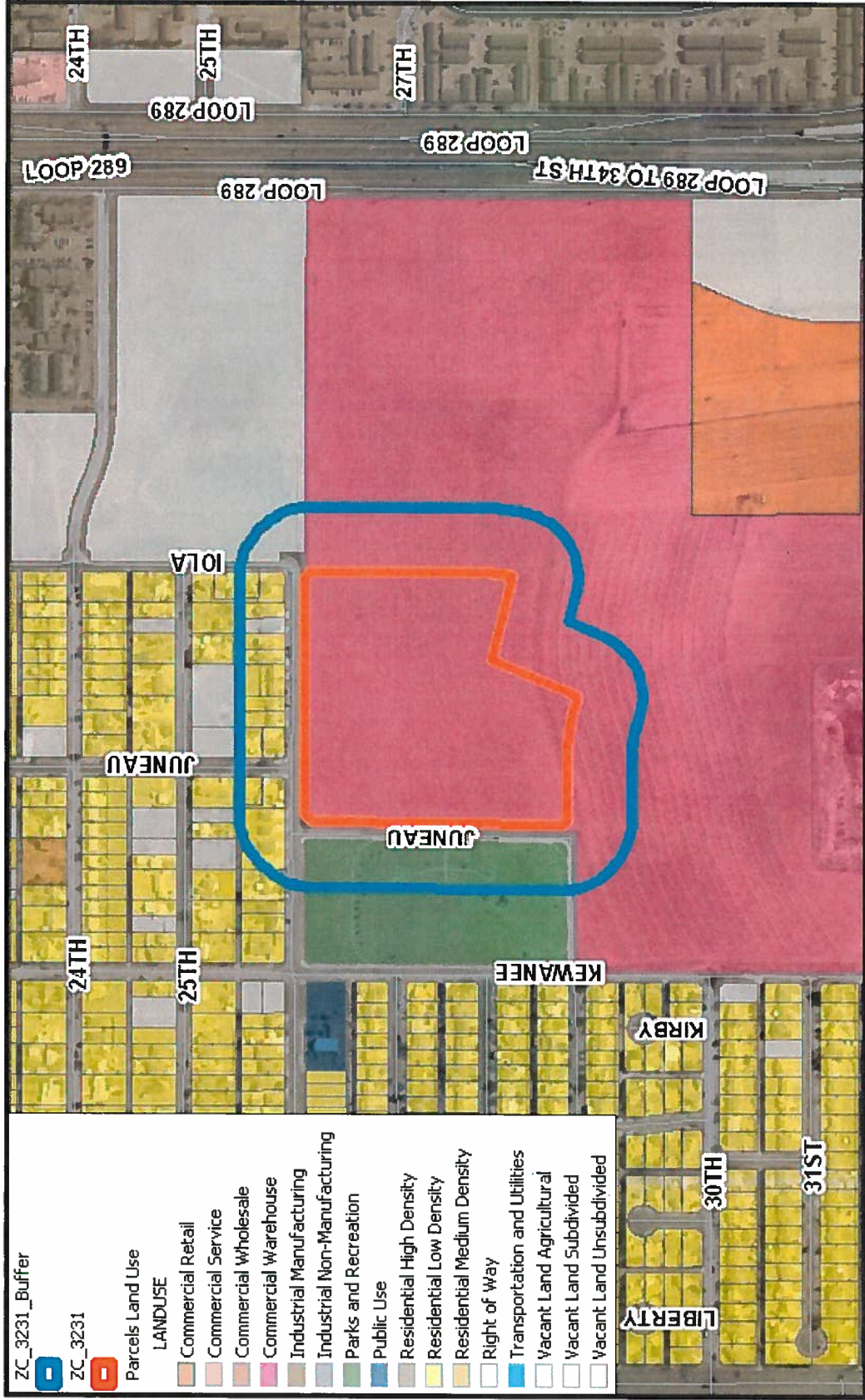
Thence $N73^{\circ}36'15''W$, a distance of 277.61 feet to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;



P.Z.C. Case 3231



P.Z.C. Case 3231 Zoning



P.Z.C. Case 3231

Request of AMD Engineering, LLC (for State Street Housing) for a zoning change from R-1 to A-2, east of Juneau Avenue and south of 26th Street

APPLICATION FOR ZONE CHANGE

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

Applicant AMD Engineering, LLC
(Please Print)
2807 74th Street, Ste. 8
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 771-5976
Telephone

For STATE STREET HOUSING
7110 Baxtershire
Street/Post Office Box
Dallas TX 75230
City State Zip
(903) 456-0411
Telephone

Location or Address: East Side of Juneau Avenue, South of 26th Street

Legal Description:* See Attached Metes and Bounds Description

Existing Land Use: Ag Use **Existing Zoning:** T

Acreage or Square Footage of Property: 14.13 acres

Zoning Requested: A2

Proposed Development: Apartment Complex

If property is not subdivided, will preliminary plat be submitted? Yes x No

Handwritten signature

April 30, 2014

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: \$517
(\$475.00 for the first acre; \$3.00 for each additional acre)

For City Use Only

Zone Case No.: ~~3232~~ 3231

Agenda No.: 31

Request for zoning change from: R-1

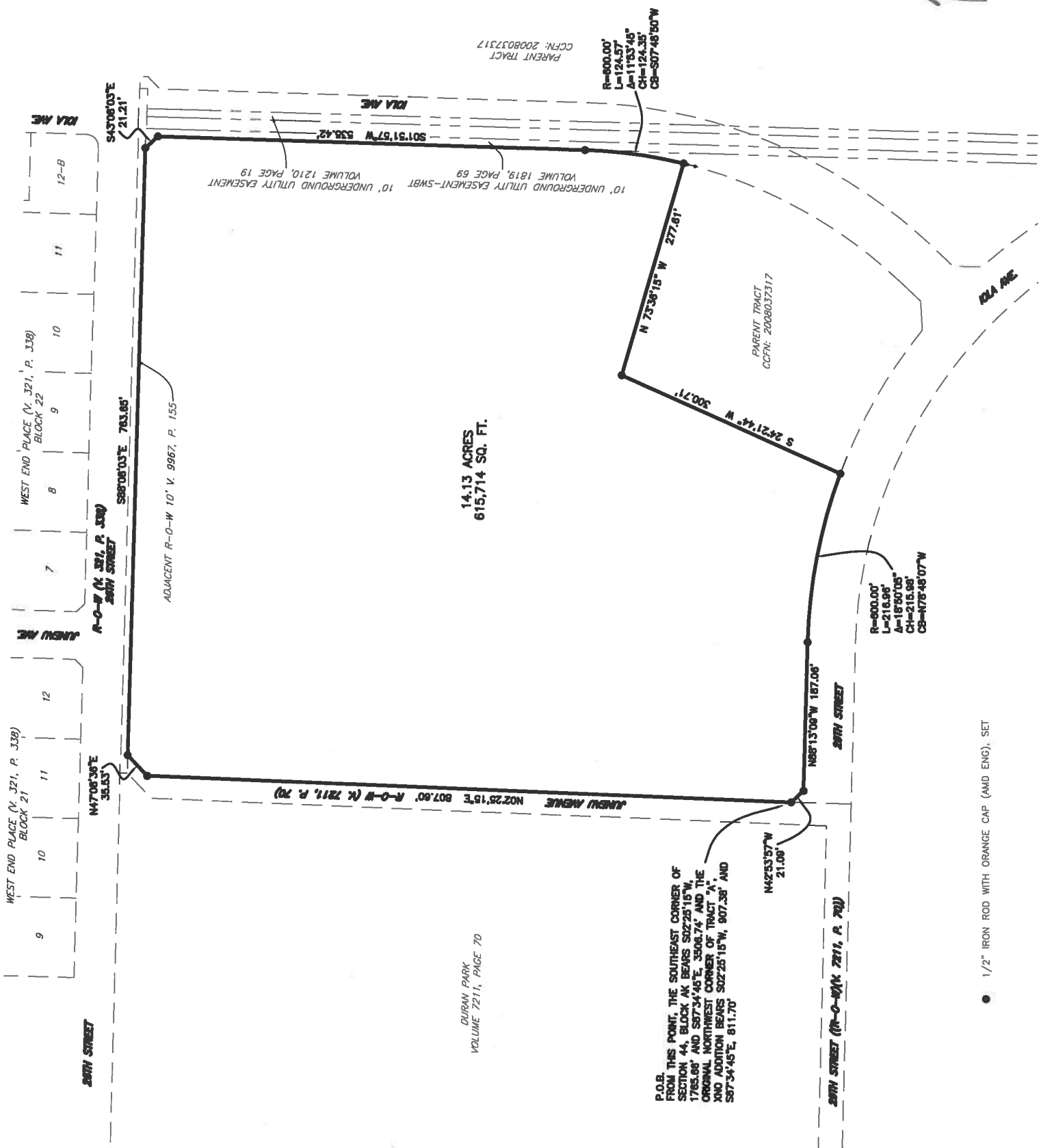
To: A-2

on 14.13 acres of unplatted land out of Block AK section 44

on Lot(s) , **Block(s)**

Addition (Address: 5010 26th St).

SR



14.13 ACRES
615,714 SQ. FT.

DURHAM PARK
VOLUME 7211, PAGE 70

P.O.B.
FROM THIS POINT, THE SOUTHEAST CORNER OF SECTION 44, BLOCK 4A, BEARS S02°25'15"W, 1763.66' AND S87°34'45"E, 3508.74' AND THE ORIGINAL NORTHWEST CORNER OF TRACT "A", AND ADDITION BEARS S02°25'15"W, 907.38' AND S87°34'45"E, 811.70'

PARENT TRACT
CCFN: 2008037317

R=600.00'
L=216.96'
A=18°50'08"
CH=215.98'
CB=N78°48'07"W

R=600.00'
L=124.57'
A=11°53'46"
CH=124.35'
CB=S07°48'50"W

N
not to scale

● 1/2" IRON ROD WITH ORANGE CAP (AMD ENG), SET



Rezone to A2

METES AND BOUNDS DESCRIPTION of a 14.13 Acres (615,714 sq. ft.) tract of land out of Section 44, Block AK, Lubbock County, Texas and being a portion of that tract of land described in County Clerk File Number 2008037317, of the Official Public Records of Lubbock County, Texas and being more particularly described as follows;

Beginning at a 1/2" iron rod with orange cap (AMD ENG), set in Juneau Avenue for the most Westerly Southwest corner of this tract, whence the Southeast corner of Section 44, Block AK bears S02°25'15"W, a distance of 1765.66 feet and S87°34'45"E, a distance of 3506.74 feet and the Northwest corner of Tract "A", XNO Addition to the City of Lubbock, Lubbock County, Texas, recorded in County Clerk File Number 2013025115, Official Public Records of Lubbock County, Texas, bears S02°25'15"W, a distance of 907.38 feet and S87°34'45"E, a distance of 811.70 feet;

Thence N02°25'15"E, along said Juneau Avenue, a distance of 807.60 feet to a 1/2" iron rod with orange cap (AMD ENG), set for the most Westerly Northwest corner of this tract;

Thence N47°08'36"E, a distance of 35.53 feet to a 1/2" iron rod with orange cap (AMD ENG), set in the South Right of Way line of 26th Street described in Volume 9967, Page 155, Official Public Records of Lubbock County, Texas, for the most Northerly Northeast corner of this tract;

Thence S88°08'03"E, along said 26th Street, a distance of 763.65 feet to a 1/2" iron rod with orange cap (AMD ENG), set for the most Northerly Northeast corner of this tract;

Thence S43°08'03"E, a distance of 21.21 feet to a 1/2" iron rod with orange cap (AMD ENG), set in the West line of Iola Avenue, for the most Easterly Northeast corner of this tract;

Thence S01°51'57"W, along said Iola Avenue, a distance of 535.42 feet to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence Southwesterly along a curve to the right having a radius of 600.00 feet, an arc length of 124.57 feet, a central angle of 11°53'45", a chord distance of 124.35 feet, and a chord bearing of S07°48'50"W to a 1/2" iron rod with orange cap (AMD ENG), set for the most Easterly Southeast corner of this tract;

Thence N73°36'15"W, a distance of 277.61 feet to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence S24°21'44"W, a distance of 300.71 feet to a 1/2" iron rod with orange cap (AMD ENG), set in the North Right of Way line of 29th Street, for the most Southerly Southeast corner of this tract;

Thence Northwesterly along a curve to the left having a radius of 600.00 feet, an arc length of 216.96 feet, a central angle of 18°50'05", a chord distance of 215.98 feet, and a chord bearing of N78°48'07"W to a 1/2" iron rod with orange cap (AMD ENG), set for a corner of this tract;

Thence N88°13'09"W, along said 29th Street, a distance of 187.06 feet to a 1/2" iron rod with orange cap (AMD ENG), set for the most Southerly Southwest corner of this tract;

Thence N42°53'57"W, a distance of 21.09 feet to the Point of Beginning.

Containing 14.13 Acres (615,714 sq. ft.) more or less

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: State Street Housing
April 30, 2014

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.: 3231

In Favor of

Opposed

RECEIVED

MAY 28 REC'D

Reasons and/or Comments:

PLANNING DEPARTMENT

An increase in traffic will become a danger to children playing at the City Park on Juneau. My single family dwelling will likely loose value Do you want apartments across the street from your home?

Print Name Earl Anderson
Signature: Earl Anderson
Address: 2508 Juneau Ave.
Address of Property Owned: Same

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.: 3231

In Favor of

Opposed

Reasons and/or Comments:

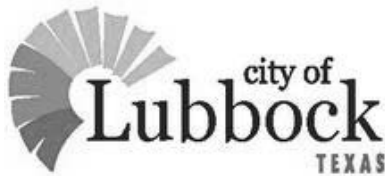
DO NOT WANT IT!

RECEIVED

MAY 27 REC'D

PLANNING DEPARTMENT

Print Name ROOSEVELT BROOKS
Signature: R. Brooks
Address: 6106 26th ST
Address of Property Owned: 6106 26th ST



Regular City Council Meeting

6. 19.

Meeting Date: 07/10/2014

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2014-00100 for Zone Case 3232, a request of Ronald Key, for West Texas District Council, for a zoning change from R-1 to GO for offices on the east 227 feet of the north 127 feet of Tract B, Western Meadows Addition, 5504 Wayne Avenue.

Item Summary

On June 26, 2014, the City Council approved the first reading of the ordinance.

General comments:

Request of Ronald Key (for West Texas District Council) for a zoning change from R-1 to GO for offices on the east 227 feet of the north 127 feet of tract B, western Meadows Addition (5504 Wayne Ave).

Adjacent land uses:

- N: R-1 – Single Family
- S: R-1 Single Family and R-1 Specific use for garden/town homes
- E: R-1 zoning with a legal non-conforming church
- W: R-1 Single Family and R-1 Specific use for garden/town homes

Comprehensive Land Use Plan (CLUP):

This would be a minor change to the comprehensive land use plan as this area is intended for R-1 zoned property.

Zoning Policy:

The church use on this property is a legal non-conforming use since it has been there for many years. The church would like the ability to be able to sell the property as GO with the possibility that the future tenant will be able to use it as professional offices. The church offices currently occupying the existing building have not been intrusive to the neighborhood and any modifications would need to meet landscaping and parking requirements before permits are issued.

Effect on the adjacent street and thoroughfare system:

None.

Recommendations:

On June 3, 2014, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 3232

Zone Case 3232

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. 3232**; A ZONING CHANGE FROM R-1 TO GO ZONING DISTRICT ON **THE EAST 227 FEET OF THE NORTH 127 FEET OF TRACT B, WESTERN MEADOWS ADDITION, LUBBOCK, TEXAS**; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

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

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

ZONE CASE NO. 3232

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **GO** zoning district on **the east 227 feet of the north 127 feet of Tract B, Western Meadows Addition**, City of Lubbock, Lubbock County, Texas, located at **5504 Wayne Avenue**.

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

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.


Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

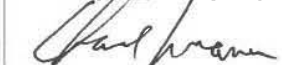
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



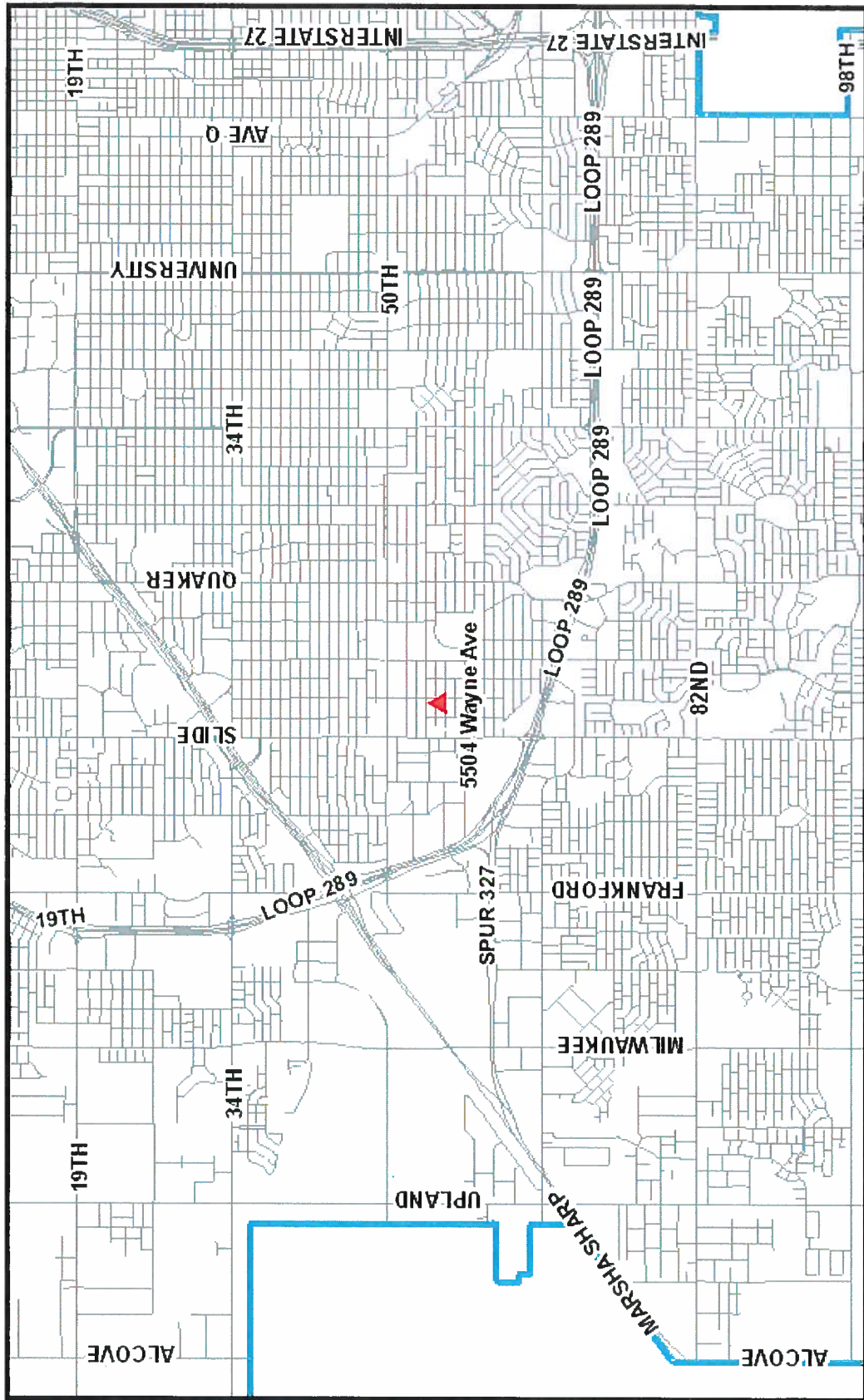
Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3232
June 3, 2014

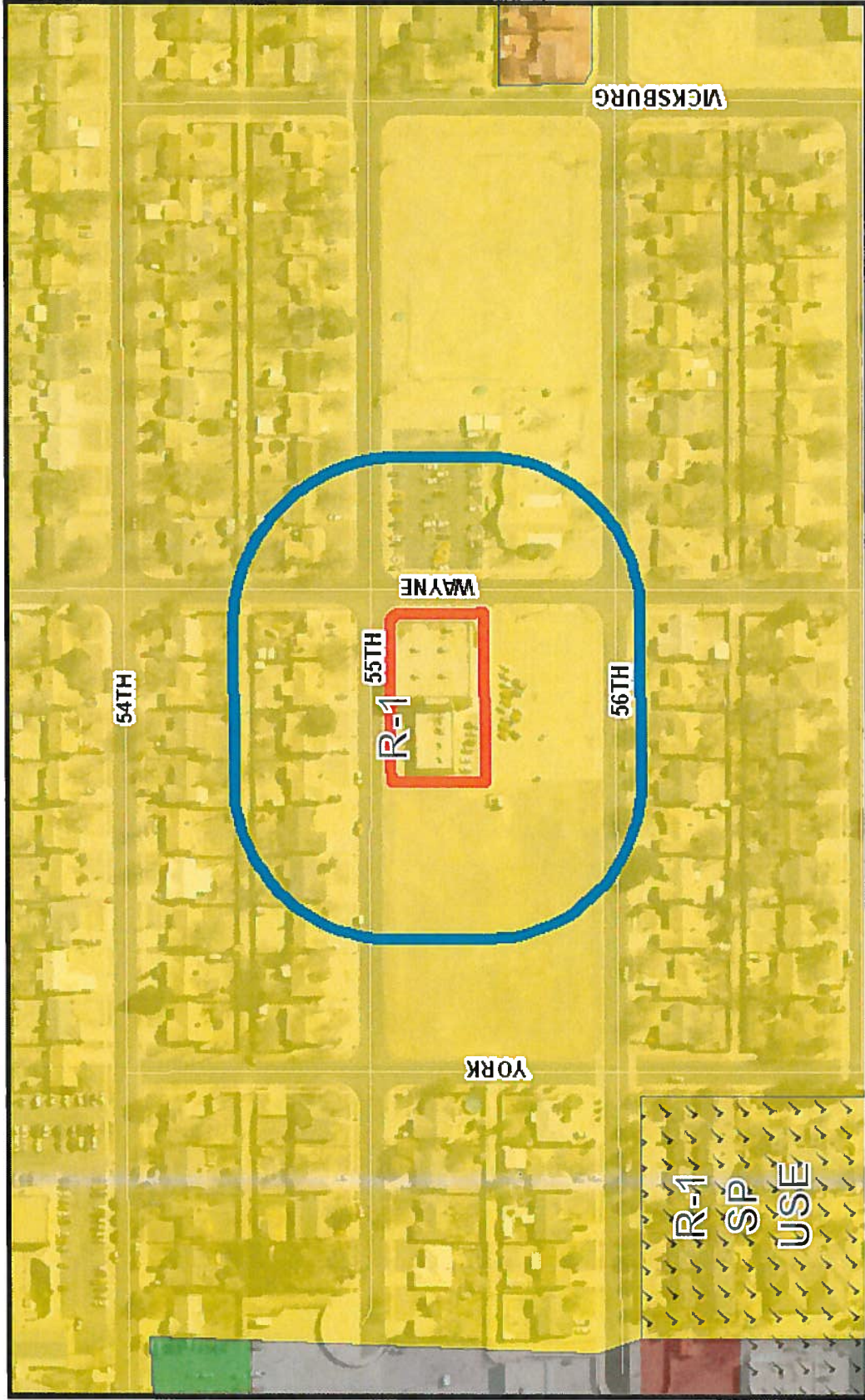
Exhibit A

The east 227 feet of the north 127 feet of Tract B, Western Meadows Addition

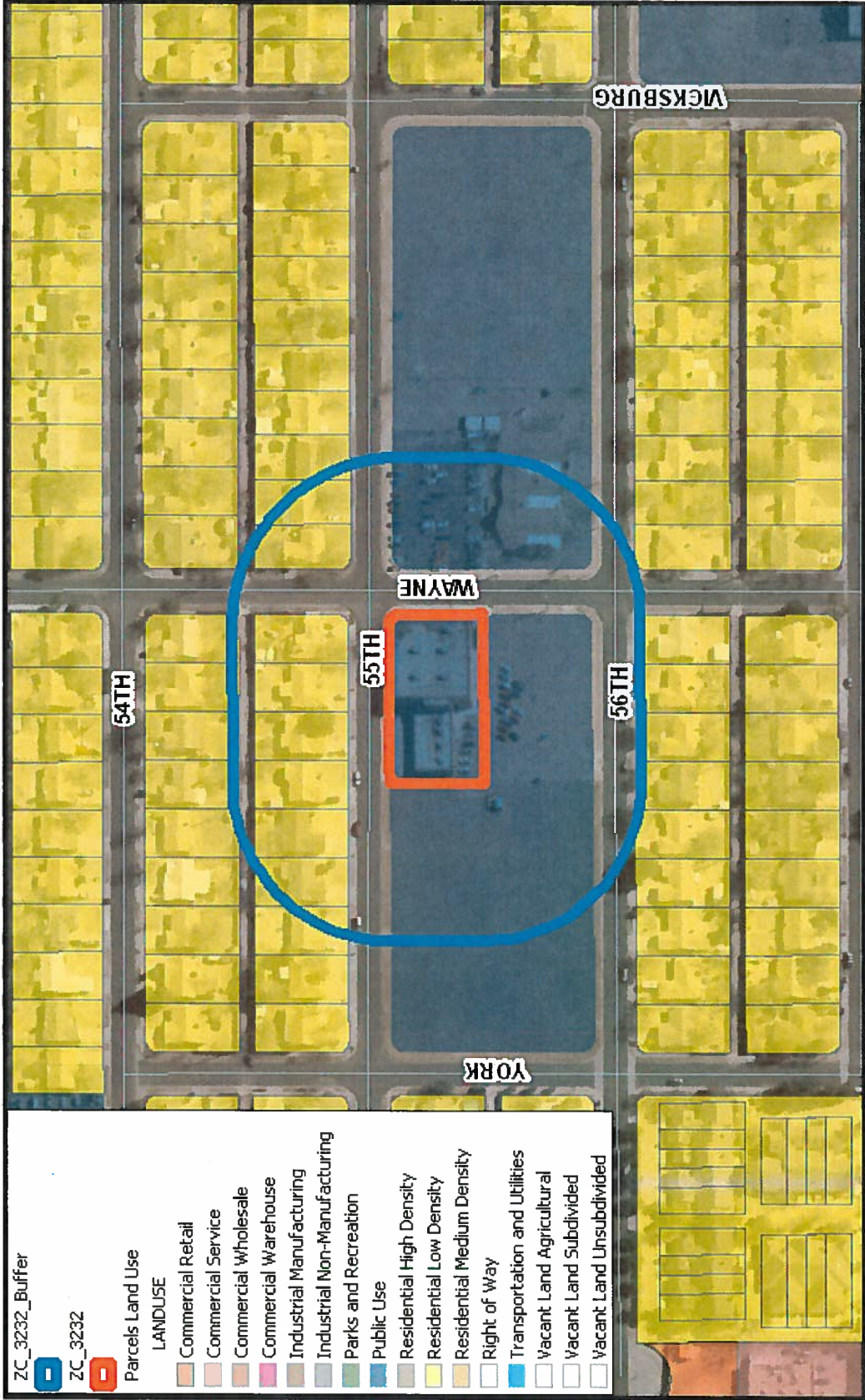
(This description is to be used for a zone change purposes only, Zone Case 3232.)



P.Z.C. Case 3232

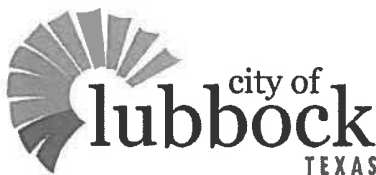


P.Z.C. Case 3232 Zoning



P.Z.C. Case 3232

Request of Ronald Key (for West Texas District Council) for a zoning change from R-1 to GO for offices, 5504 Wayne Avenue



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Ronald Key
P.O. Box 53908
Lub Tx 79453
(806) 747-4678

For West Texas District Council
5504 Wayne Ave
Lubbock Tx 79424
(806) 792-5835

Location or Address: 5504 Wayne Ave
Legal Description: Western Meadows Addition / the East 227 feet of the North 127 feet
Existing Land Use: Church/offices Existing Zoning: B-1
Acreage or Square Footage of Property: 28,829 sq ft
Zoning Requested: Garden Office for Professional Use (GO)

Proposed Development: Professional Offices

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

Yes No

Ronald Key
Applicant's Signature

05/12/2014
Date

Filing Fee: \$165.00
(\$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.

CH: 4460
Rec: 18083
Zone Case No.:

For City Use Only

M+B map 7

3132

Agenda No.: 54

Request for zoning change from: R-1

To: GO

on Lot(s): E 227' OF N 127' OF tract B

Block(s):

Subdivision: Western Meadows

Address: 5504 WAYNE AVE

SK

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3232

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAY 28 REC'D

PLANNING DEPARTMENT

Print Name

Nancy Smith

Signature:

Nancy Smith

Address:

5009-56th St - LRBK-TX-79414

Address of Property Owned:

-same-

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

4

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.: 3232

In Favor of

Opposed

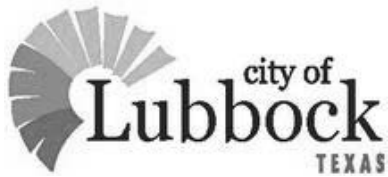
Reasons and/or Comments:

RECEIVED

MAY 29 REC'D

PLANNING DEPARTMENT

(Wayne Ave Baptist Church)
Pastor
Print Name: Terry Kirkpatrick
Signature: Terry Kirkpatrick
Address: 5505 Wayne Ave
Address of Property Owned: Same as above



Regular City Council Meeting

7. 1.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - City Secretary: Consider a resolution designating a Mayor Pro Tem.

Item Summary

City Charter, Chapter 1, Article IX, Section 12, requires City Council Members to elect a Mayor Pro Tem from their members after newly elected members have qualified and take their seats on the City Council.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

Resolution - Mayor Pro Tem

RESOLUTION

WHEREAS, the City Council of the City of Lubbock is required to elect a mayor pro tem from among its membership after each City General Election pursuant to Chapter 1, Article IX, Section 12, of the City Charter; NOW THEREFORE:

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

THAT _____ is elected Mayor Pro Tem of the Lubbock City Council until such time as a successor may be elected and qualified.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

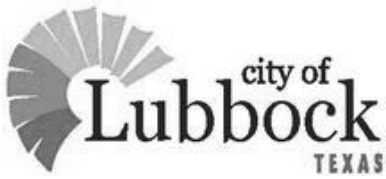
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Chad Weaver, City Attorney



Regular City Council Meeting

7.2.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Mayor Robertson: Consider a resolution directing the Electric Utility Board to reconsider its FY 2014-15 budget proposal to the City Council of the City of Lubbock.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Glen Robertson, Mayor

Attachments

Resolution - LP&L Electric Rate

RESOLUTION

WHEREAS, the Electric Utility Board (the "EUB") is charged with making recommendations to the City Council of the City of Lubbock regarding the annual budget for the City's electric utility, as well as the rates charged to customers for electricity; and

WHEREAS, concurrently with its recommendation as to the Fiscal Year 2014-2015 budget for the City of Lubbock's electric utility, Lubbock Power & Light (the "Electric Utility"), the EUB has also recommended an across-the-board increase in electric rates of five and seventy-five one-hundredths percent (5.75%); and

WHEREAS, the City Council of the City of Lubbock recognizes the value in the EUB's formulating and recommending a budget for the Electric Utility, and desires the EUB's continued participation in the process; and

WHEREAS, the City Council of the City of Lubbock, understanding the inherent connection between revenues and expenditures, further desires to exercise its final budget and ratemaking authority in such a fiscally responsible way that operations of the Electric Utility are adequately funded, without subjecting customers to unnecessary rate increases; and

WHEREAS, the City Council of the City of Lubbock is not presently supportive of an increase in electric rates, but in recognition of the EUB's valuable recommendatory role in the budgetary process, the City Council directs that the EUB reexamine the proposed Fiscal Year 2014-2015 budget for the Electric Utility, and promptly resubmit a budget proposal to the City Council that is not inclusive of a rate increase; NOW THEREFORE:

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

THAT the City of Lubbock's Electric Utility Board be and is directed to promptly reexamine the proposed Fiscal Year 2014-2015 budget for the Electric Utility, and make all necessary adjustments to it, so that the revised budget submitted to the City Council adequately funds the Electric Utility, but does so without requiring an increase to electric rates.

Passed by the City Council this _____ day of July, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

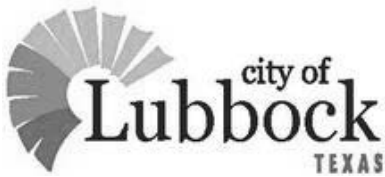
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



GLEN C. ROBERTSON, MAYOR

ms:RES-EUB.7.1.14



Regular City Council Meeting

7.3.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Councilman Hernandez: Consider a resolution requesting that the Electric Utility Board reconsider its FY 2014-15 budget proposal to the City Council of the City of Lubbock, and recommend, if necessary, reductions in expenses to alleviate the necessity of a rate increase.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Attachments

Resolution - Annual Budget

RESOLUTION

WHEREAS, the Electric Utility Board (the "EUB") is charged with making recommendations to the City Council of the City of Lubbock regarding the annual budget for the City's electric utility, as well as the rates charged to customers for electricity; and

WHEREAS, concurrently with its recommendation as to the Fiscal Year 2014-2015 budget for the City of Lubbock's electric utility, Lubbock Power & Light (the "Electric Utility"), the EUB has also recommended an across-the-board increase in electric rates of five and seventy-five one-hundredths percent (5.75%); and

WHEREAS, the City Council of the City of Lubbock recognizes the value in the EUB's formulating and recommending a budget for the Electric Utility, and desires the EUB's continued participation in the process; and

WHEREAS, the City Council of the City of Lubbock, understanding the inherent connection between revenues and expenditures, further desires to exercise its final budget and ratemaking authority in such a fiscally responsible way that operations of the Electric Utility are adequately funded, without subjecting customers to unnecessary rate increases; and

WHEREAS, the City Council of the City of Lubbock might not be supportive of an increase in electric rates, but in recognition of the EUB's valuable recommendatory role in the budgetary process, the City Council requests that the EUB reexamine the proposed Fiscal Year 2014-2015 budget for the Electric Utility, and promptly resubmit a budget proposal to the City Council that is not inclusive of a rate increase, utilizing, if necessary, offsets through reduction in payment from certain sources in an aggregate amount equal to the estimated revenues anticipated from the rate increase having been originally proposed; NOW THEREFORE:

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

THAT the City of Lubbock's Electric Utility Board be and is requested to promptly reexamine the proposed Fiscal Year 2014-2015 budget for the Electric Utility, and make all necessary adjustments to it, so that the revised budget submitted to the City Council adequately funds the Electric Utility, but does so without requiring an increase to electric rates, utilizing, if necessary, proposed offsets through reduction in payments from certain sources in an aggregate amount equal to the estimated revenues anticipated from the rate increase having been originally proposed.

THAT the Electric Utility Board may, at its discretion, propose reduction in the estimated payments made toward: 1) the fee equivalent to a franchise fee; 2) the payment in lieu of taxes; 3) Downtown underground utility relocation project expenses; 4) expenses in connection with the maintenance and operation of street lights; and/or 5) any other source deemed appropriate by the Electric Utility Board.

THAT the Electric Utility Board may further recommend any amendments to, or suspension of, applicable ordinances to effectuate the proposed reductions.

Passed by the City Council this _____ day of July, 2014.

GLEN C. ROBERTSON, MAYOR

ATTEST:

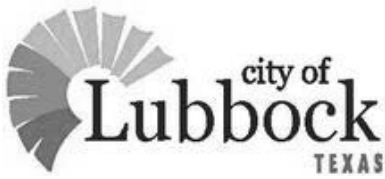
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Victor Hernandez, City Councilman, District 1

Reso.EUB Budget Review (V3) 7.2.14



Regular City Council Meeting

7. 4.

Meeting Date: 07/10/2014

Information

Agenda Item

Resolution - Councilman Hernandez: Consider a resolution acknowledging and affirming State law with regard to confidentiality of certain information related to procurement, and directing the City Manager, and requesting Lubbock Power & Light staff, to develop policies and methods accordingly.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Attachments

Resolution - RFPs

RESOLUTION NO. 2014-R0

WHEREAS, the City of Lubbock (the "City"), by and through its electric utility, Lubbock Power and Light ("LP&L"), issues requests for proposals ("RFPs") and bids from time to time for purposes of procuring such items as goods, services and future electric generation; and

WHEREAS, pursuant to the Texas Public Information Act, the RFPs, bids, and responses thereto, as maintained by LP&L, may be considered confidential as a competitive matter for a public power utility and/or proprietary and protected information of the responding companies; and

WHEREAS, it is often in the best interests of the citizens of the City to protect such RFPs, bids and responses thereto in order to preserve the lowest prices in such acquisitions of goods, services and future electric generation, and to secure the most advantageous proposals and responses for such; and

WHEREAS, oftentimes release of such RFPs, bids, and responses thereto cost the City and LP&L time and money by revealing trade secrets and/or proprietary information from responding companies, and damaging the City's position in negotiations with prospective bidders; and

WHEREAS, state law compels confidentiality of certain information related to such RFPs and bids throughout the procurement process under penalty of law.
NOWTHEREFORE:

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

1. THAT the City Council of the City of Lubbock does hereby declare that any and all information related to procurement conducted by LP&L shall only be released in accordance with the Texas Public Information Act and shall otherwise remain confidential.
2. THAT the City Council acknowledges and affirms that pursuant to Section 525.049 of the Texas Local Government Code, that information contained within responses to RFPs is confidential by law in its entirety during the negotiation process and after, to the extent said information constitutes or relates to trade secrets or proprietary information, and, pursuant to said statute, release of such carries criminal penalties.
3. THAT the City Council does hereby direct the City Manager to develop policies and methods to insure compliance with this Resolution. Further, City Council requests LP&L staff to develop policies and methods consistent with such City policy and state law.

Passed by the City Council this _____ day of _____, 2014

GLEN C. ROBERTSON, MAYOR

ATTEST:

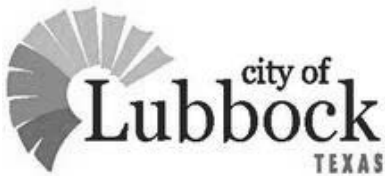
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Victor Hernandez, City Councilman, District 1

Reso.LP&L Conf Procurement 7.2.14



Regular City Council Meeting

7.5.

Meeting Date: 07/10/2014

Information

Agenda Item

Board Appointment - City Secretary: Consider and take action on the appointment of the Chairperson for the Veterans Advisory Committee.

Item Summary

Per City Council Resolution No. 2014-R0053 (1), "...the chairperson of the [Veterans Advisory] committee being appointed by the City Council as a whole." The Veterans Advisory Committee recommends David Lewis to serve as Chair.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

VAC Roster

2014-R0053

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member			<i>Self Employed</i>	<i>Curr:</i> 04/10/2014-04/10/2016	Y
Beaty	Y	5602 138th Street	5602 138th Street	<i>2nd:</i>	
Mr. Leslie		Lubbock, TX 79424	Lubbock, TX 79424	<i>1st:</i>	
<i>Email:</i>	Y	(806) 794-7130	(806) 543-6612	<i>Fax:</i>	
NoActiveEmail@user.com	N	(806) 543-6612			
Member			<i>Lubbock County</i>	<i>Curr:</i> 04/10/2014-04/10/2016	Y
Farmer	N	4104 87th Street	P.O. Box 1056	<i>2nd:</i>	
Ms. Drue	Jud	Lubbock, Texas 79423	Lubbock, Texas 79408	<i>1st:</i>	
<i>Email:</i>	N	(806) 577-5998	(806) 775-1301	<i>Fax:</i> (806) 775-1665	
dfarmer57@yahoo.com			dfarmer57@co.lubbock.tx.us		
Member				<i>Curr:</i> 04/10/2014-04/10/2016	Y
Humphries	Y	3008 26th Street		<i>2nd:</i>	
Dr. Holle		Lubbock, TX 79410		<i>1st:</i>	
<i>Email:</i>	Y	(806) 796-2507		<i>Fax:</i>	
holle_h@att.net	N	(806) 252-8667	holle_h@att.net		
Member			<i>Veterans Resource</i>	<i>Curr:</i> 04/10/2014-04/10/2016	Y
Lewis	Y	5307 CR 7560	Coordination Group	<i>2nd:</i>	
Mr. David		Lubbock, TX 79424	2701 81st St	<i>1st:</i>	
<i>Email:</i>	Y	(806) 408-0094	(806) 470-9317	<i>Fax:</i>	
dave.lewis@ttu.edu			dlewis@starcarelubbock.org		
Member			<i>U.S. Small Business</i>	<i>Curr:</i> 04/10/2014-04/10/2016	Y
Lops	N	5301 Chicago Avenue,	Administration	<i>2nd:</i>	
Mr. Reynald		Apt 6201	1205 Texas Avenue, Suite	<i>1st:</i>	
<i>Email:</i>	N	Lubbock, Texas 79414	408	<i>Fax:</i> (202) 481-0306	
pricerr@outlook.com	N	(575) 791-1604	(806) 472-7462		
	N	(575) 791-1604	reynald.lops@sba.gov		
Member			<i>Vietnam Center and</i>	<i>Curr:</i> 04/10/2014-04/10/2016	Y
Maxner	Y	2101 82nd Street, Apt	Archive, Texas Tech	<i>2nd:</i>	
Dr. Stephen		801	University	<i>1st:</i>	
<i>Email:</i>	Y	Lubbock, TX 79423	PO Box 41045	<i>Fax:</i>	
steve.maxner@gmail.com	Y	(806) 773-8105	Lubbock, TX 79409		
	Y	(806) 773-8105	steve.maxner@ttu.edu		
Member			<i>Self Employed</i>	<i>Curr:</i> 04/10/2014-04/10/2016	Y
Ortiz	Y	4016 125th Street	4016 125th Street	<i>2nd:</i>	
Mr. Luciano	Jr	Lubbock, Texas 79423	Lubbock, Texas 79423	<i>1st:</i>	
<i>Email:</i>	N	(703) 399-5620	(703) 399-5620	<i>Fax:</i>	
lortiz171@gmail.com	N	(703) 399-5620			
Member			<i>Department of Veterans</i>	<i>Curr:</i> 04/10/2014-04/10/2016	Y
Plata	Y	4425 82nd Street,	Affairs, VHA	<i>2nd:</i>	
Mr. Carlos	Jr.	#1101	6104 Ave. Q, South Drive	<i>1st:</i>	
<i>Email:</i>	Y	Lubbock, TX 79424	Lubbock, TX 79412	<i>Fax:</i> (806) 472-3482	
carlos.platajr@va.gov	Y	(806) 702-8489	(806) 472-3445		
	Y	(806) 300-5756	carlos.platajr@va.gov		

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Member				<i>Curr:</i> 04/10/2014-04/10/2016	Y
Presley Dr. Steven	Y	4612 10th Street Lubbock, TX 79416	Texas Tech University Box 41163 Lubbock, TX 79409	<i>2nd:</i> <i>1st:</i>	
<i>Email:</i> steve.presley@ttu.edu	Y	8067852527	8068850236 steve.presley@ttu.edu	<i>Fax:</i>	
Member				<i>Curr:</i> 04/10/2014-04/10/2016	Y
Sobel Dr. Annette	N	3003 19 Street lubbock, Texas 79410	TTU 3601 4th street, MS 8143 lubbock, texas 79410	<i>2nd:</i> <i>1st:</i>	
<i>Email:</i> annette.sobel@ttu.edu	N	(806) 317-1733	(806) 742-3904 annette.sobel@ttu.edu	<i>Fax:</i>	
	N	(575) 621-4284			
Member				<i>Curr:</i> 04/10/2014-04/10/2016	Y
Van Dusen Dr. Ryan	Y	2710 29th Street Lubbock, TX 79410	Military & Veterans Programs Texas Tech University Lubbock, TX 79409	<i>2nd:</i> <i>1st:</i>	
<i>Email:</i> ryan.van-dusen@ttu.edu	Y	(806) 834-6457	(806) 834-6457 ryan.van-dusen@ttu.edu	<i>Fax:</i>	
	N	(806) 283-2857			
Member				<i>Curr:</i> 04/10/2014-04/10/2016	Y
West Dr. Heather	Y	3904 100th Street Lubbock, Texas 79423	Heather West PhD, Counseling Services 2032 82nd Street Lubbock, Texas 79423	<i>2nd:</i> <i>1st:</i>	
<i>Email:</i> HCWest122@gmail.com	N	(806) 620-9007	(806) 620-9007 HCWest122@gmail.com	<i>Fax:</i> (806) 386-3911	
	N	(806) 620-9007			

Resolution No. 2014-R0053

February 27, 2014

Item No. 6.15

RESOLUTION

WHEREAS, the City of Lubbock, Texas is home to many United States armed forces veterans and their families; and

WHEREAS, veterans and their families are often eligible for public and private assistance, but there must be a more meaningful and effective mechanism to ensure that they have knowledge of, and access to, that assistance, so that veterans will not unnecessarily endure difficulties that could otherwise be mitigated by available veteran assistance programs and services; and

WHEREAS, in the interest of recognizing the contributions of one of the most honorable segments of our local citizenry, the City Council of the City of Lubbock desires to establish a permanent veteran's advisory commission to deliberate, identify, and communicate to the City Council and local veterans the various benefits and assistance available to veterans, and to recommend methods for coordinating and otherwise improving the delivery of services to the women and men who have served our country in the armed services, and further to offer recommendations on a continuing basis as to any unfulfilled needs of those veterans; NOW, THEREFORE:

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

1. THAT the City Council of the City of Lubbock hereby creates a Veterans Advisory Committee (the "Commission") that shall be comprised of eleven (11) members, with each member and the chairperson of the committee being appointed by the City Council as a whole. Appointments to the Commission shall be made within thirty (30) days of the adoption hereof.

2. THAT regular meetings will be held at times and locations established by a majority of the Commission members, at least once every three (3) months, unless otherwise determined by the Commission. A simple majority shall constitute a quorum, and a majority vote of the quorum shall be required for any action to be taken by the Commission. All meetings and procedures shall be consistent with the policies of the City of Lubbock concerning advisory Commissions and Boards.

3. THAT the Commission members shall serve as follows: Five (5) Commission members shall serve for a term of one (1) year and six (6) Commission members shall serve for a term of two (2) years, said terms to be determined by the Commission by a drawing of straws. At the expiration of the terms of the initial Commission members, all terms shall be for two (2) years, or under such time as their successors are appointed.

4. THAT all Commission members shall serve at the pleasure of, and may be removed by, the City Council of the City of Lubbock. There shall be no limit upon the number of terms, including successive terms, that a Commission member may serve.

5. THAT the Commission shall study and report back, on a continuing basis, to the City Council a summary of, and recommendations regarding, any benefits, services, and assistance available to veterans in the City of Lubbock, including but not limited to housing, job training, career placement, hospitalization, rehabilitation, and promotion of veteran networking opportunities.

6. THAT the Commission shall also make recommendations to the City Council for potential partnerships and improved points of contact and outreach efforts to coordinate, enhance, and improve the delivery of existing and available benefits, services, and assistance to eligible veterans.

7. THAT to the extent the Commission identifies unfulfilled needs of the City of Lubbock veteran population, it shall communicate those needs to the City Council, and make recommendations for the meeting of those needs. Particular attention should be given to the practicability and advisability of a "veteran's specialty court" that would recognize veterans' unique status at initial intake to the criminal justice system, and the expansion by public and private employers of preferential hiring practices, and other best employment practices, for eligible veterans.

8. Of exceptional importance to the charge of the Commission shall be a study, report, and recommendation regarding medical services available to local veterans, including but not limited to the services of out-patient and in-patient veteran medical care facilities.

9. THAT upon receiving recommendations, if any, from the Commission, the City Council shall reduce said recommendations to writing, and forward them to each member of the South Plains delegation in the United States Congress and the Texas Legislature.

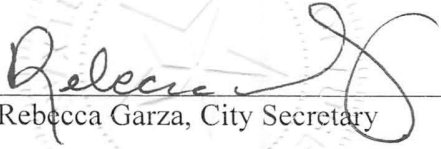
10. THAT there is no financial commitment required, requested, or provided by, or of, the City of Lubbock, Texas by virtue of this Resolution.

Passed by the City Council this 27th day of February, 2014.



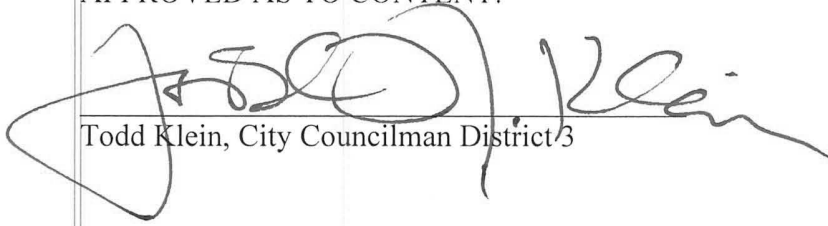
GLEN C. ROBERTSON, MAYOR

ATTEST:



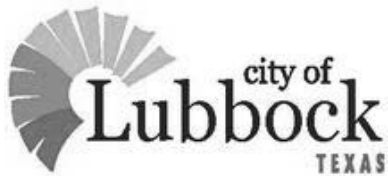
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Todd Klein, City Councilman District 3

Reso. Veteran Assistance 2.20.14



Regular City Council Meeting

7. 6.

Meeting Date: 07/10/2014

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Lake Alan Henry Board of Appeals.

Item Summary

Same as stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

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.