

**City of Lubbock, Texas
Regular City Council Meeting
Thursday, November 8, 2012**

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



Lee Ann Dumbauld, City Manager
Sam Medina, 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 775-2025 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

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

3:00 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.4.2.

6:15 p.m. -- City Council reconvenes in open session to consider items 2.-7.2

1. **Executive Session**

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074(a), to discuss personnel matters regarding the duties, responsibilities, and/or appointments to the Electric Utility Board.
1. 2. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
 1. 2. 1. Application by City of Lubbock for Amendment to Water Use Permit No. 3985A, SOAH Docket No. 582-11-3522, TCEQ Docket No. 2010-0837-WR.
 1. 2. 2. City of Lubbock Water Rights Permit, TCEQ Permit 5921.
 1. 2. 3. Lake Alan Henry Water Rights Permit, TCEQ Permit 4146.
 1. 2. 4. In the Matter of the City of Lubbock; Permit No. WQ0010353002 RN101609949, before the Texas Commission on Environmental Quality, Docket No. 2012-1903-MWD-E.
 1. 2. 5. Civil Action No. 5-12-CV-158-C, Ras Lynn Thompson v. William Clayton Trotter, et. al in the United States District Court, Northern District of Texas, Lubbock Division.
 1. 2. 6. Robert E. Campbell, Maria-Joaquina Womack and Aurora Joy Campbell-Ortega v. Clinton Lewis and Jeffery Steven Simpson, Both in their individual and official Capacities as Police Officers for the City of Lubbock, Texas, and City of Lubbock. Civil No. 5:11-CV-00116-C; United States District Court, Northern District of Texas, Lubbock Division.

- 1.3. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.074, to discuss personnel matters and take appropriate action.
 - 1.3. 1. City Attorney
 - 1.3. 2. City Manager
 - 1.3. 3. City Secretary
 - 1.3. 4. Presiding Judge of the Municipal Court
- 1.4. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
 - 1.4. 1. Mineral interests in connection with the land upon which the South Water Treatment Plant is located (5114 East FM1585).
 - 1.4. 2. Discussion of potential transfer of City owned property generally situated north of the Mahon Library and east of the Lubbock Memorial Civic Center, which is more specifically described as portions of lots two and three of block two of the Memorial Center Addition to the City of Lubbock, Texas.

2. **Proclamations and Presentations**

- 2.1. Invocation by Minister Tyrone Dubose, Manhattan Heights Church.
- 2.2. Pledges of Allegiance.
- 2.3. Presentation of special recognitions honoring the Veterans who attended the Washington, D.C. Honor Flight.
- 2.4. Presentation of a special recognition designating November 10, 2012, as Canon Air Force Day in Lubbock, honoring the men and women stationed at Canon Air Force Base.
- 2.5. Presentation of a special recognition for Spina Bifida Awareness.
- 2.6. Presentation of a special recognition to Lee Ann Dumbauld, City Manager, as the recipient of the Certificate of Achievement for Excellence in Financial Reporting.

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

- 3.1. Gretchen Scott will appear before the City Council to discuss the proposed 50th Street site for the Godeke Library.

3. 2. Lynne Strickland will appear before the City Council to discuss the proposed 50th Street site for the Godeke Library.
3. 3. John Wilkerson will appear before City Council to discuss executive and administrative staff of the City.

4. **Minutes**

4. 1. September 18, 2012 Special City Council Meeting (EUB)
September 26, 2012 Special City Council Meeting (LWAC)
October 11, 2012 Regular City Council Meeting
October 18, 2012 Special City Council Meeting (Imagine Lubbock Together)
5. **Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**
5. 1. **Resolution - Finance:** Consider a resolution authorizing refunding of Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2005 (conjunctive use groundwater supply project.)
5. 2. **Resolution - Finance:** Consider a resolution authorizing the City Manager to cause publication of the public hearing on the proposed designation of a Reinvestment Zone and to deliver the Notice of Intent.
5. 3. **Budget Ordinance Amendment 1st Reading – Finance:** Consider Budget Ordinance Amendment 9 amending the Adopted FY 2012-13 Budget respecting the General Fund, Fund 100, and respecting the Donations Fund, Fund 148.
5. 4. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2012-00121 Amendment 5 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funding from the South Plains Association of Governments (SPAG) for the 2012-13 Regional Solid Waste Grants Program; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Teaching Kids to Be Street Smart Grant.
5. 4. 1. **Resolution - Solid Waste:** Consider a resolution authorizing the Mayor to execute Contract 11031 and all related documents with South Plains Association of Governments (SPAG) related to the FY 2012-13 Solid Waste Implementation Project and Contract 582-12-10162.
5. 4. 2. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 10997 an agreement with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program “Teaching Kids to Be Street Smart” grant for bicycle, car, pedestrian and other safety related programs at Safety City.
5. 5. **Budget Ordinance Amendment 2nd Reading - Finance:** Consider Budget Ordinance 2012-00126 Amendment 6 amending the Adopted FY 2012-13 Budget respecting the Capital Program to amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84.
5. 6. **Contract Amendment Resolution – Public Works Engineering:** Consider a resolution approving the Downtown Public Improvements Design Standards for the property included in the Central Business District Tax Increment Financing Reinvestment Zone.
5. 7. **Contract Amendment Resolution – Public Works Engineering:** Consider a resolution for support of the nomination of north University Avenue from U.S. 82 (Marsha Sharp Freeway) to U.S. 84 (Clovis Highway) for the Texas Department of Transportation’s Transportation Enhancement Program and authorizing the Mayor to sign any supporting documentation for the nomination package.

5. 8. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute unit price Contract 10841 with Advanced Communications USA, Inc., for the construction of new 6 inch and 8 inch water mains and abandonment of existing 2 inch water mains in central Lubbock, Bid 12-10841-CI.
5. 9. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute unit price Contract 10872 with West Texas Paving, Inc., for the construction of site improvements for the Sanitary Sewer Lift Station No. 54, BID 12-10872-DG.
5. 10. **Contract Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 10505 with Freese and Nichols, Inc., for preliminary design of the Lake Alan Henry intake structure.
5. 11. **Contract Resolution – Water Resources:** Consider a resolution authorizing the Mayor to amend Contract 9513 with Hardin & Associates Consulting, LLC, to continue to provide consulting and inspection services related to the backflow prevention and cross-connection control program.
5. 12. **Contract Resolution - Traffic Engineering:** Consider a resolution authorizing the Mayor to execute Contract 10452, Supplemental Agreement No. 7, to an interlocal agreement with the Texas Department of Transportation (TxDOT) for the operations and maintenance of traffic signals.
5. 13. **Ordinance Amendment 2nd Reading - Public Works Traffic Engineering:** Consider Ordinance 2012- O0122 amending Section 20.05.102 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of speed limits.
5. 14. **Lease Agreement Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a parking lot lease with Cast Iron Grill, for the use of a City parking lot, at 1801 Crickets Avenue.
5. 15. **Resolution - Lubbock Metropolitan Planning Organization:** Consider a resolution authorizing the Mayor to sign a Memorandum of Understanding between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) regarding roles and responsibilities of the parties with regard to developing transportation plans and programs for the Lubbock Urbanized Area.
5. 16. **Resolution - Lubbock Metropolitan Planning Organization:** Consider a resolution authorizing the Mayor to sign a Memorandum of Agreement between the City of Lubbock, Lubbock Metropolitan Planning Organization (LMPO), and the Texas Department of Transportation (TxDOT) regarding roles and responsibilities of the parties with regard to carrying out the metropolitan planning process for public transportation within the Lubbock Metropolitan Planning Area.
5. 17. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31012401 with Kinloch Equipment and Supply, Inc., for a street sweeper for the Storm Water Street Cleaning Department.
5. 18. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31012402 with Tymco for a street sweeper for the Storm Water Street Cleaning Department.
5. 19. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31012410 with Associated Supply Company, Inc. for six backhoe loaders for the Parks Maintenance, Public Works Streets, and Public Works Water Departments.
5. 20. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31012603 with Scoggin-Dickey Chevrolet-Buick for fifty-one (51) Sport Utility Police Pursuit Vehicles for Police Patrol, BID 13-10970-RH.

5. 21. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31012598 with John Wright Associates, Inc., for the purchase of rear view mirror radars for 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.
5. 22. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31012618 with Digital Safety Technologies for the purchase of Patrol digital video recorders (DVR's) for the 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.
5. 23. **Contract Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order Contract 31012605 with Siddons Martin Emergency Group for headlight and tail light flashers, gun racks, and light bars for the 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.
5. 24. **Contract Resolution - Health Department:** Consider a resolution authorizing the Mayor to execute a lump sum price contract 10833 with L. Howard Construction, Inc. for the relocation of a 475 kW Kohler generator from 1902 Texas Ave. to the Reese Technology Center, Building 555, 1207 Gilbert Drive, and to re-commission the generator, BID 12-10833-CI.
5. 25. **Contract Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Job Order Contract 13-10937-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the Municipal Square North Parking Lot Construction.
5. 26. **Contract Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute Job Order Contract 13-10939-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the Police Department Sally Port Roll Up Door Replacement.
5. 27. **Contract Resolution - Radio Shop:** Consider a resolution authorizing the Mayor to execute Contract 11014 with Dailey Wells Communications, Inc. for annual pricing of radio parts, equipment, and programming licenses.
5. 28. **Resolution - Benefits:** Consider a resolution authorizing the City Manager to approve purchase to specific stop loss insurance coverage from HM Life Insurance Company for the City's health program.
5. 29. **Resoluition - Benefits:** Consider a resolution authorizing the City Manager to purchase transplant insurance coverage from AIG Benefit Solutions.
5. 30. **Resolution - Planning:** Consider a resolution authorizing the Mayor to execute a renewal of the Certification Agreement between the Texas Historical Commission and the City of Lubbock for participation in the Certified Local Government Program.
5. 31. **Ordinance 2nd Reading - Planning:** Zone Case 3126-A Consider Ordinance 2012-O0123 of Hugo Reed and Associates, on behalf of Prestwick, LLC, for a zoning change from GO and T to IHI on 8.3 acres of unplatted land, out of Block AK, Section 20, approximately the 6100 Block of 130th Street.
5. 32. **Ordinance 2nd Reading - Planning:** Zone Case 2104-I Consider an Ordinance 2012-O0124 of JDMA (for Rick's Tire Warehouse) for a zoning change from C-2 to C-3 for a tire and wheel shop on Lots D-3 through D-5, Woodland Park Addition, 7819 Slide Road.
5. 33. **Ordinance 2nd Reading - Planning:** Zone Case 3081-A Consider Ordinance 2012-O0125 of Zach Sawyer, on behalf of Clayton Isom, for a zoning change from GO to A-2 Specific Use for apartments on Lots 1 and 2, Block 120, Overton Addition, 1801 Main Street.

5. 34. **Contract Resolution - Police:** Consider a resolution authorizing the Mayor to execute contract 11016 with Garza County, an Interlocal Agreement and the third amendment for Lake Alan Henry Law Enforcement Services.
6. **Regular Agenda**
 6. 1. **Continued Public Hearing 6:30 p.m. - Planning:** Zone Case 3189 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 for a Dollar General store on Lot 1, Block 1, Morning View Addition, 4011 East 4th Street, and to consider an ordinance.
 6. 2. **Continued Public Hearing 6:30 p.m. - Planning:** Zone Case 3191 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 Specific Use for a Dollar General store on Lot 2, Block 1, Morning View Addition, 4011 East 4th Street, and consider an ordinance.
 6. 3. **Public Hearing 6:30 p.m. - Planning:** Zone Case 3192 Hold a public hearing for the City Council to consider a request of Michael Diaz for a zoning change from C-2 & C-3 to C-4 limited to a tattoo studio and all C-2 permitted uses on Lot 9 and the west 48.5 feet of Lot 8, Block 1, Highland Place Addition (4025 34th Street) and consider an ordinance.
 6. 4. **Budget Ordinance Amendment 1st Reading - Mayor:** Consider Budget Ordinance Amendment 7 amending the Adopted FY 2012-13 Budget respecting the General Fund by eliminating one position from City Council Office.
 6. 5. **Ordinance Amendment 1st Reading- City Secretary:** Consider an ordinance amending Chapter 2 of the Code of Ordinances of the City of Lubbock, Texas, with regard to duties of the City Secretary of the City of Lubbock; providing a savings clause; and providing for publication.
 6. 6. **Budget Ordinance Amendment 1st Reading – City Council:** Consider Budget Ordinance Amendment 8 amending the Adopted FY 2012-13 Budget respecting the General Fund by transferring three positions from City Council Office to City Secretary's Office; amending the payroll and benefits in the City Council Office; and amending the payroll and benefits in the City Secretary's Office.
 6. 7. **Deputy Staff Pay Raise - City Secretary:** Consider and take action on the City Secretary's request concerning a pay raise, pay grade, and beginning date of the raise for the Deputy City Secretary pursuant to Ordinance No. O0118.
 6. 8. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to transfer the property located north of the Mahon Library and east of the Lubbock Memorial Civic Center, which is more specifically described as portions of lots two and three of block two of the Memorial Center Addition to the City of Lubbock, Texas to Ballet Lubbock.
 6. 9. **Board Appointments - City Secretary:** Consider one appointment to the Appointments Advisory Board, and four appointments to the Electric Utility Board.
 6. 10. **Resolution - Municipal Court:** Consider a resolution authorizing the Mayor to review and adjust the salary of the Presiding Judge of the Municipal Court of record annually as part of the City budget process.
7. **Work Session/Business Agenda - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.**

7. 1. Discussion of current and proposed activities and locations of City of Lubbock main and branch libraries.
7. 2. Discussion and consideration of the use of wireless communication devices while operating a motor vehicle within the City limits.

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, NOVEMBER 8, 2012 - EXECUTIVE SESSION**

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	ELECTRIC UTILITY BOARD	ABEYTA, EMILIO	11.01.12	90%		REAPPOINT	Y
			CARPENTER, GEORGE	11.01.12	100%		REAPPOINT	Y
			ISOM, CLAYTON	11.01.12	100%		REAPPOINT	Y
			JOHNSON, VIRGIL	11.01.12	40%		REAPPOINT/REPLACE	Y

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 10/24/2012

Sorted: No Preference

Key: CS - Currently serving on board(s)
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

ELECTRIC UTILITY BOARD

	<u>Lubbock</u>	<u>Lubbock</u>	<u>All</u>	<u>This</u>
	<u>Population</u>	<u>Adult</u>	<u>City</u>	<u>Board</u>
		<u>Population</u>	<u>Boards</u>	
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	77.8% (7)
Hispanic	32.6%	27.6%	8.9%	11.1% (1)
African-American	8.7%	7.4%	9.5%	11.1% (1)
Other	15.6%	4.0%	3.8%	0.0% (0)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	100.0% (9)
Female	51.5%	53.0%	26.8%	0.0% (0)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	11.1% (1)
District 2	16.4%	12.7%	3.2%	0.0% (0)
District 3	16.3%	16.1%	14.6%	0.0% (0)
District 4	17.0%	17.0%	21.3%	22.2% (2)
District 5	16.7%	19.4%	28.7%	33.3% (3)
District 6	17.2%	19.9%	16.6%	33.3% (3)
Other/Unknown	0.0%	0.0%	3.8%	0.0% (0)

PURPOSE:

Governmental body over LP&L for all electric utility related matters of the City’s municipally owned electric utility. The City Council retains authority over rates, budget, issuing debt and eminent domain.

APPOINTMENT INFORMATION:

Member Name &

<u>Demographic Facts</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Abeyta, Emilio (M,H,1)	90%	Y	Reappoint
Carpenter, George (M,A,6)	100%	Y	Reappoint
Isom, Clayton (M,A,6)	100%	Y	Reappoint
Johnson, Virgil (M,AA,4)	40%	Y	Reappoint/Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

Positions were not considered by the Board.

ELECTRIC UTILITY BOARD RECOMMENDATIONS:

See attached EUB Resolution

RESOLUTION

WHEREAS, Chapter 1, Article XII, Section 1 of the Lubbock City Charter and Chapter 2 Division 12 of the Code of Ordinances establishes and outlines certain responsibilities and duties of the Electric Utility Board (the "Board"); and

WHEREAS, Chapter 1, Article XII, Section 1 of the Lubbock City Charter states that a member of the Board must be a citizen of the city of Lubbock and an eligible voter; and

WHEREAS, Section 2.03.413(a) of the above described ordinance states that the City Council shall consider extensive business and/or financial experience as well as whether or not a prospective Board member is a customer of Lubbock Power & Light, where available, as qualifications for being a member of the Board; and

WHEREAS, according to the above described Charter provision and ordinance, the term of each Board member shall be two years and no Board member shall serve more than three terms; and

WHEREAS, Section 2.03.415(e) of the above described ordinance states that, to the extent authorized by law and subject to the City's Charter and Code of Ordinances, the Electric Utility Board shall be responsible for nominating individuals to the City Council for their consideration in appointing members to the Electric Utility Board; and

WHEREAS, on November 1, 2012, the terms of four of the current Board members will expire; and

WHEREAS, pursuant to the procedures outlined in Section 2.03.415(e) of the Code of Ordinances, City of Lubbock, Texas, the Electric Utility Board of the City of Lubbock deems it in the best interest of the City of Lubbock and its municipally owned electric utility, Lubbock Power & Light, to recommend to the City Council that the individuals outlined below be considered for appointment to the remaining Board position to the Electric Utility Board; NOW THEREFORE:

BE IT RESOLVED BY THE ELECTRIC UTILITY BOARD OF THE CITY OF LUBBOCK:

1. THAT, the City Council reappoint **Emilio Abeyta**, **George Carpenter** and **Clayton Isom** to the Electric Utility Board.

2. THAT, in addition to reappointing the above named individuals, the Board recommends to the City Council the following individuals for appointment to the remaining position on the Electric Utility Board:

THOMAS MULKEY

3. THAT this resolution be filed with the City Secretary and that the recommendations made herein be conveyed to the City Council of the City of Lubbock.

Passed by the Electric Utility Board this 23 day of OCTOBER, 2012.


Mike Davis, Chairman

ATTEST:


~~Emilio Abeyta~~, Board Secretary - **ACTING**
GAIL KRINGS

APPROVED AS TO FORM:


Matthew L. Wade
General Counsel- LP&L

City of Lubbock
Board and Commission Recruiting Database

Updated: 10/24/2012

Sorted: By Preference

Key: CS - Presently serving on board(s)

X - Prior service on board(s)

PCI - Possible Conflict of Interest

T - Temporary

Electric Utility Board-Charter

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
------------	-----	-----------	------------	---------------	--------------------	------	--------------	------------	----------	------------------

First Preference:

1206		Coke	Christopher	M	A	C	40-49	Sr. Vice President	American State Bank	3
1006		Griffith	Richard	M	A		60+	Self Employed	SOS Waste Disposal	3
1010		Rothwell	Gary	M	A		50-59	Real Estate Investments	Gary Rothwell, Inc.	5
1109		Russell	Carl	M	A		50-59	Real Estate Developer	Carl M Russell Land &	4

Second Preference:

1011		Jordan	Carolyn	F	A		60+	Pastor	Christ United Methodist	5
------	--	--------	---------	---	---	--	-----	--------	-------------------------	---

Third Preference:

1007		Hudgens	Dickie	M	A		60+	Retired CPA		3
0212		Peel	Michael	M	A		40-49	Sales	Benchmark	
1011		Wiggins	Gary	M	A		60+	Retired		3

Fourth Preference:

0908		Franklin	Johnny	M	A		50-59	Retired		5
------	--	----------	--------	---	---	--	-------	---------	--	---

Fifth Preference:

1011		Burch	Douglas	M	A		40-49	Owner	Venture Communication	5
0703		Wells	Ben	M	A		18-29	Banker	City Bank	5

Sixth Preference:

0611		Conwright	James	M	AA		18-29	Credit Analyst	City Bank Texas	6
------	--	-----------	-------	---	----	--	-------	----------------	-----------------	---

Committee #105 Electric Utility Board-Charter

Perm./Temp. Board: **P**

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Abeyta Mr. Emilio	Y	5704 79th Street Lubbock TX 79424	Abeyta Law Office 820 Buddy Holly Ave. #6 Lubbock TX 79401	Curr: 11/4/2010 - 11/1/2012 2nd: - 1st: -	Y
	Y	(806) 794-7162	(806) 765-5161	Fax: (806) 765-9644	
<i>E-mail</i> abeytaattorney@aol.com			CEL		
Carpenter Mr. George	Y	4802 6th Street Lubbock TX 79416	Armstrong Mech. Co. P.O. Box 3430 Lubbock TX 79452	Curr: 11/4/2010 - 11/1/2012 2nd: - 1st: -	Y
	Y	(806) 799-3514	(806) 747-4218	Fax: (806) 763-4328	
<i>E-mail</i> gwc@armstrongservices.com			CEL		
Davis Mr. Mike	Y	8914 York Pl Lubbock TX 79424	Sysco West Texas 714 2nd Place Lubbock TX 79401	Curr: 11/1/2011 - 11/1/2013 2nd: 11/5/2009 - 11/1/2011 1st: 11/1/2007 - 11/1/2009	N
	Y	(806) 441-3659	(806) 712-1400	Fax: (806) 762-2523	
<i>E-mail</i> davis.mike@wtx.sysco.com			CEL		
Isom Mr. Clayton	N	3003 23rd Street Lubbock TX 79410	Tao Development 905 Avenue K Lubbock TX 79401	Curr: 5/30/2012 - 11/1/2012 2nd: - 1st: -	Y
	Y	(806) 441-1320	(806) 725-4288	Fax:	
<i>E-mail</i> cisom@taorealestate.com			CEL		
Johnson Mr. Virgil	N	4805 78th Street Lubbock TX 79424		Curr: 11/4/2010 - 11/1/2012 2nd: - 1st: -	Y
	N	(806) 407-5336		Fax:	
<i>E-mail</i> 76@hotmail.com			CEL		

Chair/Pres: Mike Davis	Staff Liaison: Gary Zheng
Vice Chair/V.P.: Gail Kring	Term: 2 Years
Sec./Treasurer: Emilio Abeyta	Ex-Officio Mbr.: Mayor or Mayor's Appointee

Created by Charter Amendment-Nov 2004.

Ord 2004-00152 states no more than 3 two-year terms. Terms served for one year or less do not apply to 3 two-year term limit.

Committee #105 Electric Utility Board-CharterPerm./Temp. Board: **P**

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
Kring Mr. Rodney	N	9506 Winston Avenue Lubbock TX 79424	PYCO Industries 2901 Avenue A Lubbock TX 79408	Curr: 11/1/2011 - 11/1/2013 2nd: - 1st: 11/5/2009 - 11/1/2011 Fax: (806) 744-3221	Y
	N	(806) 798-7386	(806) 747-3434		
		CEL			
<i>E-mail</i> gkring@pycoindustries.com					
McDonald Mr. Carroll	Y	2816 North Meadow Driv Lubbock TX 79403		Curr: 11/1/2011 - 11/1/2013 2nd: - 1st: - Fax:	Y
	Y	cmcdonald@nts-online.net			
	Y	(806) 762-5011			
	Y	CEL			
<i>E-mail</i>					
McDougal Mr. Marc	Y	4104 109th Street Lubbock TX 79424	McDougal Companies 5001 West Loop 289 Lubbock TX 79414	Curr: 11/1/2011 - 11/1/2013 2nd: - 1st: - Fax:	Y
	N		(806) 793-0703		
	Y				
	Y	CEL			
<i>E-mail</i>					
Musselman Mr. Robert	N	4616 7th Street Lubbock TX 79416		Curr: 11/1/2011 - 11/1/2013 2nd: - 1st: - Fax: (806) 762-3969	Y
	N	rmusselman@xanadoo.com			
	N	(806) 792-8605			
	Y	CEL			
<i>E-mail</i>					

Chair/Pres: Mike Davis
Vice Chair/V.P.: Gail Kring
Sec./Treasurer: Emilio Abeyta

Staff Liaison: Gary Zheng
Term: 2 Years
Ex-Officio Mbr.: Mayor or Mayor's Appointee

Created by Charter Amendment-Nov 2004.

Ord 2004-00152 states no more than 3 two-year terms. Terms served for one year or less do not apply to 3 two-year term limit.

*** **CONFIDENTIAL INFORMATION NOT TO BE RELEASED!!** **

Last Update:10/24/2012

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 18, 2012
2:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 18th of September, 2012, at 1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas at 2:00 p. m.

**2:00 P.M. CITY COUNCIL CONVENED
1301 Broadway, 2nd Floor Conference Room, Lubbock, Texas**

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; Assistant City Attorney Mitch Satterwhite

Absent: 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 and discussed the topics as shown below.

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

- *1.1; 3.1-3.3; 4.1; 4.3; 4.9-4.10; and Executive Session.*
- *Items 4.2; and 4.4-4.8 were deleted.*

1. MINUTES

1. 1. Approval of the minutes of the August 7, 2012 Electric Utility Board Meeting

Motion by Marc McDougal, seconded by Gail Kring, to approve the minutes of the August 7, 2012 Electric Utility Board Meeting.

Vote: 8 - 0 Motion carried by the Board.

2. EXECUTIVE SESSION

The meeting was called into a closed public session at 2:39 p.m. under the provisions of Section 551, Texas Government Code. The meeting reconvened into a public session at 4:28 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:

* This item was not addressed by EUB with a quorum of City Council Members present.

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 and related agreements including the following:
 - a. Discuss and the Board will take action and award RFP # 7145-12-ELP for LP&L repair and internal coating of circulating water lines.
 - b. Discuss and the Board will take action and award RFP # 7151-12-ELP for electrical work for cooling towers.
 - c. Discuss and the Board will take action and award ITB # 7156-12-ELP to for LP&L Aqueous Ammonia – Annual Pricing.
2. 1. 2. Discuss and deliberate agreements, proposals and strategies related to plans, studies, proposals and analyses for system improvements, additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
2. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.
2. 1. 4. Discuss and the Board will take action on customer billing, contract, and usage information, electric power pricing proposals, system load characteristics and electric power marketing analyses, policies and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code, §551.074 (a)(1) to deliberate the appointment, employment, evaluation, reassignment, duties of a public officer or employee (Chief Executive Officer/Director of Electric Utilities, General Counsel, Director of Finance – LP&L).
2. 3. 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 (Cause No. 2012-501,169, Republic Power Partners, L.P. v. WTMPA and the City of Lubbock; regulatory matters).
3. **CONSENT AGENDA** - Items 3.1-3.3 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.

Motion by Emilio Abeyta, seconded by Robert Musselman, to approve items 3.1-3.3.

Vote: 8 - 0 Motion carried by the Board.

3. 1. Discuss and the Board will take action and award ITB # 7147-12-ELD to Colfax Treating Company for LP&L Wood Poles – Annual Pricing.
3. 2. Discuss and the Board will take action and award ITB # 7152-12-ELD to Wesco Distribution for LP&L 500 KCM Cable.
3. 3. Discuss and the Board will take action and award ITB # 7155-12-ELD to Wesco Distribution, Texas Electric Cooperatives and Border States for LP&L Pad Mounted Distribution Transformers.
4. **REGULAR AGENDA**

* This item was not addressed by EUB with a quorum of City Council Members present.

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

Damian Pantoya, Financial Director, Electric Utilities, gave comments and answered questions from the Board.

4. 2. Discuss and the Board will take action on transferring LP&L financial and accounting responsibilities, duties and department to the Chief Financial Officer of the City of Lubbock.

*** This item was deleted.**

4. 3. Discuss and deliberate advanced metering and meter reading technologies, services, and related business practices.

Dale Stephens, Director of Transmission and Distribution for LP&L; and Gary Zheng, Chief Executive Officer for LP&L, gave comments and answered questions from the Board.

4. 4. Discuss and deliberate Lubbock Power & Light's five year transmission and distribution capital project infrastructure improvement plan (to the extent not security-sensitive).

*** This item was deleted.**

4. 5. Discuss and the Board will take action on a resolution calling for the redemption of certain outstanding Lubbock Power & Light obligations entitled "Electric Light and Power System Revenue bonds, Series 2001" and authorizing the payment thereof.

*** This item was deleted.**

4. 6. Discuss and the Board will take action on a resolution calling for the redemption of certain outstanding Lubbock Power & Light obligations entitled "Tax and Electric Light and Power System Surplus Revenue Certificates of Obligation, Series 2003" and authorizing the payment thereof.

*** This item was deleted.**

4. 7. Discuss and the Board will take action on a budget amendment recommendation for Lubbock Power & Light's adopted FY 2012-2013 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 relating to the following items:

- a. 230kv Holly to Milwaukee substation transmission loop; and
- b. 69kv breaker replacement.

*** This item was deleted.**

4. 8. Discuss and the Board will take action on Lubbock Power & Light personnel staffing levels, compensation and related internal business performance policies and procedures.

*** This item was deleted.**

* This item was not addressed by EUB with a quorum of City Council Members present.

4. 9. Discuss and deliberate customer service and business center procedures, policies, billing procedures, staffing and performance.

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

4. 10. Discuss and deliberate electric transmission and distribution system performance, operations, staffing levels and related policies, projects and work management including information related to system reliability and continuity of service (to the extent not security-sensitive).

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

4:38 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
September 26, 2012
8:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 26th of September, 2012, in the City Council Conference Room, Suite 201, 1625 13th Street, Lubbock, Texas at 8:00 a. m.

8:15 A.M. CITY COUNCIL CONVENED

City Council Conference Room, Suite 201, 1625 13th Street, Lubbock, Texas

Present: Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; Assistant City Attorney Laura Pratt

Absent: Mayor Glen C. Robertson; Council Member Todd R. Klein; Council Member Floyd Price

This was a meeting of the Lubbock Water Advisory Commission (LWAC). A quorum of Council Members attended and participated in discussions during the meeting in which the Commission considered and discussed the topics as shown below.

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

- 3.2-3.3; and Executive Session
- Items 1.1; 3.1-3.1.3; and 3.4-3.6 were deleted.

1. MINUTES

- 1. 1.** Consider Minutes from previous Lubbock Water Advisory Commission Meeting on August 16, 2012.

*** This item was deleted.**

- 2. EXECUTIVE SESSION** - Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.071, seeking legal advice of its legal counsel about pending or contemplated litigation or settlement and hold a consultation with counsel.

The meeting was called into a closed public session at 9:25 a.m. under the provisions of Section 551, Texas Government Code. The meeting was adjourned at 9:35 a.m.

- 2. 1.** City water supply contracts

3. WORK SESSION

- 3. 1.** Committee Reports
Consider and receive Committee reports and assignments, as follows:

*** This item was deleted.**

* This item was not addressed by LWAC with a quorum of City Council Members present.

3. 1. 1. Fresh Water Committee

* This item was deleted.

3. 1. 2. Wastewater Committee

* This item was deleted.

3. 1. 3. Finance Committee

* This item was deleted.

3. 2. Discussion of a water rate policy for serving entities that are outside of the city limits.

Marsha Reed, Chief Operating Officer; and Aubrey Spear, Director of Water Resources, gave comments and answered questions from the Commission.

3. 3. Presentation of draft Sections 6 (Reclaimed Water Supply Strategies), Section 7 (Groundwater Supply Strategies), Section 8 (Surface Water Supply Strategies) and a preliminary ranking of water supply strategies associated with the City's 2012 Strategic Water Supply Plan.

Aubrey Spear, Director of Water Resources, gave comments and answered questions from the Commission.

3. 4. Report on water system projects.

* This item was deleted.

3. 5. Report on wastewater system projects.

* This item was deleted.

3. 6. Report on water volume usage and trends.

* This item was deleted.

9:35 A.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

* This item was not addressed by LWAC with a quorum of City Council Members present.

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
October 11, 2012
3:00 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 11th of October, 2012, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 3:00 p. m.

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

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Jim Gerlt; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Todd R. Klein; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Secretary Rebecca Garza; City Attorney Sam Medina

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

- *Executive Session; 2.1-2.4; Citizen Comments (3.3; 3.2, 3.1); Sign-ups (3.4); 4.1; 5.2-5.3.2; 5.6; 5.8-5.16; 5.18-5.25; 5.27-5.29; 5.1; 5.4-5.5.1; 5.7; 5.17; 5.26; 5.21 (reconsidered); 6.3; 6.1; and 6.4-6.5.*
- *Item 6.1 was continued to the October 25, 2012 Regular City Council Meeting.*
- *Item 6.2 was deleted.*

1. Executive Session

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

1. 1. Hold an executive session in accordance with Vernon's Texas Codes Annotated (V.T.C.A.) Government Code, Section 551.071, to discuss pending or contemplated litigation or settlement agreement, and hold a consultation with attorney.
1. 1. 1. Statement of intent filed by Atmos Energy Corporation on February 7, 2012 to increase gas utility rates within the incorporated areas serviced by Atmos Energy Corporation, West Texas.
1. 1. 2. Health Benefits-Covenant Hospital, Covenant Health System, University Medical Center, NorthStar Hospital and Heart Hospital.
1. 1. 3. Storm Water - Value and/or purchase of an easement interest.
1. 1. 4. NTS Communications, Inc.
1. 2. Hold an executive session in accordance with V.T.C.A. Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
1. 2. 1. Storm Water - Value and/or purchase of an easement interest.
1. 2. 2. Police Department Facilities.

6:15 P.M. CITY COUNCIL RECONVENED

Council Chambers

2. Proclamations and Presentations

2. 1. Invocation by Minister Karl Ihfe, Broadway Church of Christ.

Minister Karl Ihfe, Broadway Church of Christ, led the invocation.

2. 2. Pledges of Allegiance.

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

2. 3. Presentation of a special recognition to designate October 23 as Texas Paralegal Day.

Mayor Robertson, along with Council Member Latrelle Joy, presented special recognition to designate October 23, 2012 as Paralegal Day. Deirdre Trotter, President of the West Texas Paralegal Association and Director of the District 6 Paralegal Division of the State Bar of Texas, appeared with other Paralegals to accept the recognition.

2. 4. Presentation of a special recognition designating October 15-19, 2012 as Imagine Lubbock Together Week and October 18, 2012 as Imagine Lubbock Together Vision Summit Day.

Mayor Robertson, along with Mayor Pro Tem Karen Gibson, presented special recognition designating October 15-19, 2012 as Imagine Lubbock Together Week and October 18, 2012, as Imagine Lubbock Together Vision Summit Day. Tim Collins, Lubbock Chamber of Commerce Chairman; and Eddie McBride, President of the Lubbock Chamber of Commerce, gave thanks to the community and urged the community to participate in the Imagine Lubbock Together Vision Summit Day.

3. **Citizen Comments - Any citizen wishing to appear before any regular meeting of the City Council shall advise the City Manager's office of that fact no later than seven calendar days before the meeting at which the citizen wishes to appear. Any citizen wishing to so appear shall inform the City Manager's office, in writing, of the subject of the appearance. The subject matter shall be sufficiently detailed as to inform the City Council and the public of its nature. Such notice shall contain the name and address of the requestor. The appearance of any citizen giving such notice to the City Manager's office shall take precedence in addressing the City Council during the Citizen Comments period. Any citizen failing to advise the City Manager's office of his/her wish to appear before the City Council as hereinabove set forth shall, time permitting, be permitted to address the City Council after those having given notice. In accordance with the Texas Open Meetings Act, the City Council may not take action on public matters during Citizen Comments.**

3. 1. Armando Gonzales will appear before the City Council to discuss fracking.

Armando Gonzales appeared before Council to speak in opposition of fracking.

3. 2. Maurice Stanley will appear before the City Council to discuss funding sources for long-term maintenance of streets and facilities.

Maurice Stanley appeared before Council to discuss street maintenance.

3. 3. Mark Lawson will appear before the City Council to discuss the Health Department.

Mark Lawson appeared before Council to discuss the Health Department lease and the contract for fracking.

3. 4. **Sign-ups:**

- Dan Boggs and Naida Gonzales appeared before Council to speak in opposition of fracking.
- Debbie Bartholomew appeared before Council to discuss issues regarding her deceased mother.
- Mikel Ward appeared before Council to discuss the budget.
- C.E. Harris, Jan Harris, and Gilbert Barrera appeared before Council to discuss concerns with Item No. 5.26 (Zone Case 3188 - 2nd Reading of Ordinance No. 2012-00113).

4. **Minutes**

4. 1. August 7, 2012 Special City Council Meeting (EUB);
August 16, 2012 Special City Council Meeting (LWAC);
August 21, 2012 Special City Council Meeting (LMPO); and
September 13, 2012 Regular City Council Meeting.

Motion by Council Member Todd R. Klein, seconded by Council Member Latrelle Joy to approve the August 7, 2012 Special City Council Meeting (EUB); the August 16, 2012 Special City Council Meeting (LWAC); the August 21, 2012 Special City Council Meeting (LMPO); and the September 13, 2012 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

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

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Todd R. Klein to approve items 5.2-5.3.2; 5.6; 5.8-5.16; 5.18-5.25; and 5.27-5.29.

Vote: 7 - 0 Motion carried

5. 1. **Budget Ordinance Amendment 2nd Reading - Councilman Victor Hernandez :** Ordinance 2012-00107, Amendment 1, amending the Adopted FY 2012-13 Budget respecting the General Capital Project Fund by amending Capital Improvement Project 92217, 34th Street Reconstruction – Indiana Avenue to Avenue Q, and by amending Capital Improvement Project 92287, Llano Esacado Lake (Lake #2).

Council Member Victor Hernandez gave comments and answered questions from Council.

The question was divided as follows:

Motion by Council Member Victor Hernandez, seconded by Council Member Latrelle Joy to approve Ordinance No. 2012-00107 to include the following:

- Amend Capital Improvement Project No. 92217, 34th Street Reconstruction - Indiana Avenue to Avenue Q, by reducing the funding \$765,978 from \$21,490,978 to \$20,725,000, and amend Captial Improvement Project 90095 North University Enhancement, by increasing the

appropriation by \$765,978 from \$484,022 to \$1,250,000.

Vote: 7 - 0 Motion carried

Motion by Council Member Victor Hernandez, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-O0107 to include the following:

- Amend Capital Improvement Project NO. 92287 Llano Estacado Lake (Lake #2) Pavillion by changing the name to Llano Estacado Lake Improvements and changing the scope to evaluation and renovation of the existing Landwer House and other improvements as identified in the 2003 Fiesta Master Plan.

Vote: 7 - 0 Motion carried

5. 2. **Budget Ordinance Amendment 2nd Reading - Councilwoman Karen Gibson:** Ordinance 2012-O0118 amending Ordinance No. O0100 regarding the FY 2012-13 Budget as it relates to providing for City Council approval of certain positions; providing for filing of this amendment; and providing for a savings clause.
5. 3. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2012-O0119, Amendment 3, amending the FY 2012-13 Budget respecting the Airport Capital Project Fund by amending Capital Improvement Project 92153, Replace Passenger Loading Bridges; Capital Improvement Project 92191, Airport Facilities Improvements; Capital Improvement Project 8552, Airfield Asphalt Repairs; Capital Improvement Project 92285, Runway 17R/35L Rehabilitation Design; and Capital Improvement Project 92284, Runway 17R/35L Rehabilitation Construction; providing for filing; and providing for a savings clause.
5. 3. 1. **Resolution - Aviation :** Resolution No. 2012-R0374 authorizing the Mayor to execute Amendment 11 to the Architectural and Engineering Agreement 9002 between the City of Lubbock and Parkhill Smith & Cooper, Inc., for Airfield Asphalt Repair - Package 2 project.
5. 3. 2. **Resolution - Aviation :** Resolution No. 2012-R0375 authorizing the Mayor to execute unit price Contract 10675 with West Texas Paving, Inc. for the Airfield Asphalt Repair - Package 2, ITB 12-10675-DT.
5. 4. **Budget Ordinance Amendment 1st Reading - Finance:** Ordinance No. 2012-O0120, Amendment 4, amending the adopted FY 2012-13 Budget respecting the Capital Program in the Lubbock Power and Light (LP&L) Enterprise Fund as recommended by the Electric Utility Board on September 18, 2012, by establishing Capital Improvement Project 92319, 230 kV Transmission Loop; and by establishing Capital Improvement Project 92320, Substation Breaker Replacements.

Dale Stephens, Director of Transmission and Distribution for LP&L; and Lee Ann Dumbauld, City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0120.

Vote: 7 - 0 Motion carried

5. 5. **Budget Ordinance Amendment 2nd Reading - Finance** : Ordinance 2012-O0108, Amendment 25, amending the Adopted FY 2011-12 Budget respecting the Grant Fund to accept and appropriate additional funding from the Texas Department of Housing and Community Affairs (TDHCA) for the Comprehensive Energy Assistance Program (CEAP), Grant 82048; and accept and appropriate funding from the Federal Transit Administration (FTA) for the Section 5304 Planning Grant.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Ordinance No. 2012-O0108.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 5. 1. **Contract Resolution - Community Development:** Resolution No. 2012-R0376 authorizing the Mayor to execute an Amendment to Contract 10871, 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.

Motion by Council Member Todd R. Klein, seconded by Mayor Pro Tem Karen Gibson to approve Resolution No. 2012-R0376.

Vote: 6 - 0 Motion carried

Other: Council Member Victor Hernandez (RECUSE)

5. 6. **Resolution - Finance** : Resolution No. 2012-R0377 authorizing the Mayor to sign a payment agreement between the City and NTS Communications, Inc.

5. 7. **Resolution - Finance** : Resolution No. 2012-R0389 of the City of Lubbock calling for redemption of certain outstanding obligations and authorizing the payment.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Resolution No. 2012-R0389.

Vote: 6 - 1 Motion carried

NAY: Council Member Victor Hernandez

5. 8. **Resolution – City Manager** : Resolution No. 2012-R0378 authorizing the Mayor to execute a service agreement with Tony Privett to provide lobbying consulting services for the City of Lubbock.

5. 9. **Resolution - Public Works Engineering** : Resolution No. 2012-R0379 authorizing the Mayor to execute contract 10840 with Artex Electric, Inc., for construction of roadway lighting along Quaker Avenue from North Loop 289 to US 84, ITB 12-10840-RH.

5. 10. **Resolution - Public Works Engineering** : Resolution No. 2012-R0380 authorizing the Mayor to execute unit price contract 10837 with Advanced Communications USA, Inc., for the rehabilitation of existing sanitary sewer pipeline, BID 12-10837-CI.

5. 11. **Contract Resolution – Public Works Engineering** : Resolution No. 2012-R0381 authorizing the Mayor to execute Professional Services Agreement 10961 with Alan Plummer & Associates, Inc., for engineering services associated with the North Water Treatment Plant (NWTP) Improvements.

5. 12. **Ordinance 2nd Reading – Right-of-Way** : Ordinance 2012-00106 abandoning and closing four portions of a 10-foot water line easement located in Tract A, Q19 Addition to the City of Lubbock, located at 4401 19th Street.
5. 13. **Ordinance 2nd Reading – Right-of-Way** : Consider Ordinance 2012-00109 abandoning and closing an alley in Block 213, Original Town of Lubbock, 1702 Texas Avenue.
5. 14. **Resolution - Community Services** : Resolution No. 2012-R0382 authorizing the Mayor to execute Contract 10962 a construction and improvements agreement between the City of Lubbock and Lubbock Moonlight Musicals, Inc.
5. 15. **Resolution - Solid Waste** : Resolution No. 2012-R0383 authorizing the Mayor to execute Contract 10834 with West Texas Paving, Inc., for drainage improvements at the Caliche Canyon Landfill, ITB 12-10834-RH.
5. 16. **Resolution - Transit** : Resolution No. 2012-R0384 authorizing the Mayor to execute a Contract for FY 2012-13 and all related documents with the Lubbock Metropolitan Planning Organization (LMPO).
5. 17. **Resolution - Transit** : Resolution No. 2012-R0390 authorizing the Mayor to execute a Section 5304 Grant, Contract 51305F7134, with the Texas Department of Transportation (TxDOT), for Citibus fixed route system analysis.

Quincy White, Assistant City Manager, gave comments and answered questions from Council.

Motion by Council Member Todd R. Klein, seconded by Council Member Victor Hernandez to approve Resolution No. 2012-R0390.

Vote: 7 - 0 Motion carried

5. 18. **Resolution - Transit** : Resolution No. 2012-R0385 authorizing the Mayor to execute Citibus Contract 51305F7052 with the Texas Department of Transportation (TxDOT) for operating assistance.
5. 19. **Contract Resolution - Community Development:** Resolution No. 2012-R0386 authorizing the Mayor to execute an Amendment to Contract 10719 for a Community Development Funding Contract 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).
5. 20. **Contract Resolution - Community Development:** Resolution No. 2012-R0387 authorizing the Mayor to execute an Amendment to Contract 10718 for a Community Development Funding Contract with LIFE Run Centers to provide utility assistance to qualified low-income persons and families through the Comprehensive Energy Assistance Program (CEAP).
5. 21. **Resolution - Police** : Resolution No. 2012-R0391 authorizing the Mayor to execute Contract 10975 with the United States Air Force, 367RCS Enlisted Recruiting Division to use the Lubbock Police Department pistol/rifle range and obstacle course.

Roger Ellis, Chief of Police, gave comments and answered questions from Council.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Karen Gibson to reconsider item 5.21.

Vote: 7 - 0 Motion carried

Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price to approve Resolution No. 2012-R0391.

Vote: 7 - 0 Motion carried

5. 22. **Contract Resolution - Police** : Resolution No. 2012-R0388 authorizing the Mayor to execute Contract 10963 with the Child Advocacy Research and Education Center of the Texas Tech University Health Sciences Center (TTUHSC) School of Medicine Department of Pediatrics for medical examinations of children who are alleged victims of sexual assault.
5. 23. **Ordinance 2nd Reading - Planning:** Ordinance 2012-00110, Zone Case 3185 request of AMD Engineering, LLC, on behalf of XNO, LLC, for a zoning change from R-1 to C-3 Specific Use for a wholesale/retail store on 20.21 acres of land located in Block AK, Section 44, Northwest corner of West Loop 289 and 34th Street.
5. 24. **Ordinance 2nd Reading - Planning** : Ordinance 2012-00111, Zone Case 3186 request of Bobby Dalton Jr., for a zoning change from T to IHC for an auto repair shop on .491 acres of unplatted land out of Block E2, Section 24, 11908 Slide Road.
5. 25. **Ordinance 2nd Reading - Planning** : Ordinance 2011-00112, Zone Case 3187 request of Hugo Reed and Associates, Inc., on behalf of Happy State Bank, for a zoning change from R-1 and T to C-3 for commercial development on 5.384 acres of land out of Block E2, Section 16, South of 98th Street and West of Quaker Avenue.
5. 26. **Ordinance 2nd Reading - Planning** : Ordinance 2012-00113, Zone Case 3188 request of Joseph Reed, on behalf of Church on the Rock, for a zoning change from T to A-2 limited to a church and church-related uses on Tract A, Church on the Rock Addition and approximately .9 acres of unplatted land, 10503 Slide Road.

Randy Henson, Director of Planning, gave comments and answered questions from Council.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2012-O0113 and adding the following:

- THAT a gate is required along with a “private access” sign, to limit access to a curb cut for the church parcel from 106th Street to Slide Road. The gate shall be open on Sunday only. The gate and adjacent fence shall be constructed within thirty (30) days of October 11, 2012.

Vote: 6 - 0 Motion carried

Other: Council Member Floyd Price (RECUSE)

5. 27. **Ordinance 2nd Reading - Planning** : Ordinance 2012-00114, Zone Case 3047-D request of Stellar Development Company, on behalf of Stellar Land Company, for a zoning change from R-1 Specific Use to GO for a garden office park and one tract to AM Specific Use for a bank on 7.8 acres of land out of Block E2, Section 23, Northwest corner of 122nd Street and Quaker Avenue.
5. 28. **Ordinance 2nd Reading - Planning** : Ordinance 2012-00115, Zone Case 3190 request of Bobby Beale, P.E., on behalf of Lubbock Windmill Real Estate, LLC, for a zoning change from R-1 to IHC on 4.437 acres of unplatted land out of Block AK, Section 30 (6542 82nd Street).

5. 29. **Ordinance 2nd Reading - Planning** : Ordinance 2012-00116, Zone Case 3145-C request of the City of Lubbock for a zoning change from M-1 to IHI on Lots 11 through 20, Block 73, Original Town Addition, West of Avenue G, between 8th Street and 9th Street.

6. **Regular Agenda**

6. 1. **Public Hearing 6:30 p.m. - Finance:** Hold a public hearing for the City Council to consider the creation of a Public Improvement District (PID) for Kelsey Park; generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

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

It was the consensus of Council to continue the public hearing to the October 25, 2012 Regular City Council Meeting.

Motion by Council Member Latrelle Joy, seconded by Mayor Pro Tem Karen Gibson to continue this item to the October 25, 2012 Regular City Council Meeting.

Vote: 7 - 0 Motion carried

6. 2. **Resolution - Finance:** Consider a Resolution making findings and authorizing establishment of the Kelsey Park Public Improvement District generally bounded by FM 1585 on the north, Indiana Avenue on the east, the Lubbock city limits on the south, and Quaker Avenue on the west.

This item was deleted.

6. 3. **Budget Ordinance Amendment 2nd Reading - Councilwoman Latrelle Joy** : Consider Budget Ordinance 2012-00117 Amendment 2 amending the Adopted FY 2012-13 budget respecting General Fund by adding three positions to position control, appropriation of additional sales tax revenue, and amending the payroll and benefits in Internal Audit and City Council offices.

Lee Ann Dumbauld, City Manager; Quincy White, Assistant City Manager; Rick Trice, CPA and Chairman of the Audit Committee; and Larry Allen, Chairman/CEO of People's Bank and Audit Committee Board Member, gave comments and answered questions from Council.

Motion by Council Member Floyd Price, seconded by Council Member Todd R. Klein to approve Ordinance No. 2012-00117.

Motion by Mayor Pro Tem Karen Gibson, seconded by Council Member Jim Gerlt to approve Ordinance No. 2012-00117 with the following amendment:

- to delete the City Council Assistant position.

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

Main Motion

Vote: 5 - 2 Motion carried

NAY: Mayor Glen C. Robertson
Mayor Pro Tem Karen Gibson

- 6. 4. Board Appointments - City Secretary :** Declare one appointment by the Mayor to the Housing Authority Board of Directors, "James Watson."

Mayor Robertson appointed James Watson to the Housing Authority Board of Directors.

- 6. 5. Board Appointments - City Secretary :** Consider one appointment to the Appointments Advisory Board and one appointment of the City Council members to the South Plains Association of Governments (SPAG) Board of Directors..

Appointments Advisory Board: This item was postponed to the October 25, 2012 Regular City Council Meeting.

South Plains Association of Governments (SPAG): Motion by Council Member Todd R. Klein, seconded by Council Member Floyd Price, to appoint Jim Gerlt.

Vote: Motion carried 7 - 0

8:56 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
October 18, 2012
6:00 P. M.

The City Council of the City of Lubbock, Texas met in special session on the 18th of October, 2012, at the Civic Center Exhibit Hall, 1501 Mac Davis Lane, Lubbock, Texas at 6:00 p. m.

6:07 P.M. CITY COUNCIL CONVENED
Civic Center Exhibit Hall, 1501 Mac Davis Lane, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Karen Gibson; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager Lee Ann Dumbauld; City Attorney Sam Medina; Management Assistant to the City Secretary Jennifer Clements

Absent: Council Member Jim Gerlt; Council Member Todd R. Klein

1. Regular Agenda

1. 1. Welcome and Introductions

David Seim and Connie Wharton, Co-Chairs of Imagine Lubbock Together Steering Committee, gave welcome remarks and introduced Mayor Glen Robertson. Mayor Robertson gave comments and expressed his gratitude for the work of the Committee.

1. 2. Discussion on ideas about Lubbock's Future.

Co-Chairs Connie Wharton and David Seim introduced speakers including: Monsignor David Cruz, Our Lady of Grace Church; Tyler Banken, graduate student at Texas Tech University; and Richard Parks, Chief Executive Officer for Covenant Health Systems. All gave comments on the future of Lubbock.

1. 3. Citizens' small group discussion and electronic keypad polling to allow for instant feedback on ideas and reveal community priorities. The participants' task will be to review and prioritize goals and principles derived from the ideas gathered through the Imagine Lubbock Together website and the public meetings held from September 11th to September 25th.

Gianni Longo, principal of ACP Visioning and Planning, described the vision for Imagine Lubbock Together and gave directions for the small group. He also explained the electronic keypad polling. Mr. Longo introduced the following to describe the various categories: Gabe Martinez (Partnerships) ; David Langston (People); Kathy Gilbreath (Places); Kathy Allen (Play); and Adrienne Cozart (Prosperity). Mr. Longo gave comments on the results of the keypad polling and gave additional questions for audience feedback.

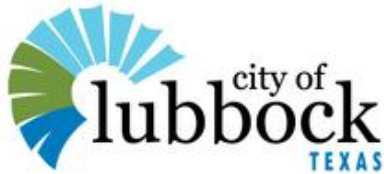
8:07 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

5. 1.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing refunding of Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2005 (conjunctive use groundwater supply project.)

Item Summary

The City of Lubbock and other member cities have an agreement for the purchase and acquisition of use of groundwater supply with the Canadian River Municipal Water Authority (CRMWA). The City entered into an agreement with CRMWA in 1996; and since then CRMWA has issued Contract Revenue Bonds Series 2005, 2006, 2009, 2010, and 2011. CRMWA has determined that there could be savings to refund all or part of the \$47,650,000 principal amount outstanding Series 2005 Bonds.

The agreement provides for certain notice requirements before CRMWA may issue the refunding bonds. There is concern that timing constraints of getting the governing bodies of all member cities to approve the refunding, may prevent CRMWA from issuing refunding bonds in a timely manner to provide savings to the member cities. This resolution waives certain notice requirements under the agreement, which would permit CRMWA to refund all or part of the outstanding Series 2005 Bonds if the desired present value savings can be achieved. The resolution consents to the issuance of the CRMWA Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 in a principal amount not to exceed \$47,650,000 to refund all or part of the outstanding Series 2005 Bonds, subject to the requirement that the refunding bonds provide present value debt service savings of at least 5.90%.

Fiscal Impact

First Southwest, the financial analyst for CRMWA, is projecting a total savings of \$3,032,292 to \$3,914,855 for FY 2013 through FY 2025, with the present value savings ranging from \$2,457,408 to \$3,224,569. The actual savings will be determined at the closing based on whether the refunding is done in advance of the call date or not, and the basis points of the refunding bonds. The savings will be allocated to member cities and the City of Lubbock's percentage of participation is 37.058%.

The resolution has been reviewed by the City's Bond Counsel, Andrews Kurth.

Staff/Board Recommending

Pamela Moon, Director of Finance

Attachments

Resolution - CRMWA

**A RESOLUTION BY THE CITY OF LUBBOCK, TEXAS, AUTHORIZING
REFUNDING OF CANADIAN RIVER MUNICIPAL WATER AUTHORITY
CONTRACT REVENUE BONDS, SERIES 2005 (CONJUNCTIVE USE
GROUNDWATER SUPPLY PROJECT)**

WHEREAS, the City of Lubbock, Texas (the "City") has entered into that certain Agreement for the Purchase and Acquisition of Conjunctive Use Groundwater Supply (the "Agreement") entered into as of May 15, 1996, as amended, with the Canadian River Municipal Water Authority (the "Authority"); and

WHEREAS, the Authority has entered similar agreements with each of the other cities that are members of the Authority (the "Member Cities"); and

WHEREAS, the Authority issued and has outstanding its Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2005 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Contract Revenue Refunding Bonds, Series 2005 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2006 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2009 (Conjunctive Use Groundwater Supply Project); Canadian River Municipal Water Authority Contract Revenue Refunding Bonds, Series 2010 (Conjunctive Use Groundwater Supply Project); and Canadian River Municipal Water Authority Contract Revenue Bonds, Series 2011 (Conjunctive Use Groundwater Supply Project); and

WHEREAS, the Authority desires to issue refunding bonds in a principal amount not to exceed \$47,650,000 to refund all or part of the outstanding Series 2005 Bonds; and

WHEREAS, the Agreement provides for certain notice requirements before the Authority may issue Additional Bonds, as defined in the Agreement; and

WHEREAS, the refunding bonds are Additional Bonds under the Agreement; and

WHEREAS, the timing constraints of getting the governing bodies of all Member Cities of the Authority to meet and approve refunding bonds may prevent the Authority from issuing refunding bonds in a timely manner to provide savings to the Member Cities; and

WHEREAS, it is in the best interest of the City to waive certain notice requirements under the Agreement and consent to the issuance of the Bonds to permit the Authority to refund all or part of the outstanding Series 2005 Bonds if present value savings at least 5.90% can be achieved;

WHEREAS the City agrees to the Authority's issuance of bonds as subordinate lien bonds to eliminate the need of a reserve fund;

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

SECTION 1. That the City waives the notice requirements of Section 4.1(a) of the Agreement, and consents to the issuance of the Canadian River Municipal Water Authority Subordinate Lien Contract Revenue Refunding Bonds, Series 2012 (the "Refunding Bonds") in a principal amount not to exceed \$47,650,000 to refund all or part the outstanding Series 2005 Bonds, subject to the requirement that the refunding bonds (i) provide positive gross debt service savings, (ii) provide present value debt service savings of at least 5.90% and (iii) have a final maturity date that is no later than the final maturity date of the refunded bonds.

SECTION 2. The consent provided by this resolution (i) is contingent upon the other Member Cities providing their consent to the issuance of the Refunding Bonds and (ii) shall expire on the anniversary of its date of adoption.

SECTION 3. That the City Secretary be and is hereby authorized to deliver certified copies of this Resolution and minutes pertaining to its adoption to the Authority in such numbers as may be requested for the Authority's records and proceedings.

[The remainder of this page intentionally left blank.]

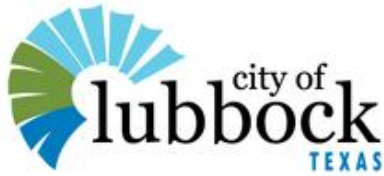
PASSED, APPROVED AND ENACTED this the _____ day of November, 2012.

Mayor, City of Lubbock, Texas

ATTEST:

City Secretary
City of Lubbock, Texas

[City Seal]



Regular City Council Meeting

5. 2.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the City Manager to cause publication of the public hearing on the proposed designation of a Reinvestment Zone and to deliver the Notice of Intent.

Item Summary

The City of Lubbock has been asked by the Lubbock Economic Development Alliance (LEDA) to assist them in obtaining and developing a City owned site located at East 14th Street and Elm Avenue. LEDA has asked that the 11.83 acre tract of land owned by the City, be sold to them for development into industrial sites.

It has been determined that a reinvestment zone will need to be created at the site in order to facilitate the transfer of the land. The first step in the process to create a reinvestment zone is to hold a public hearing to discuss the issue. The law requires that the City give seven days notice of the public hearing to other taxing jurisdictions. This resolution, if approved, will be forwarded to other taxing jurisdictions as a notice of intent to hold a public hearing.

Fiscal Impact

The purchase price received by the City of Lubbock will be determined by the appraisal. The appraisal will be completed prior to the sale of the land.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Resolution - Notice of Intent

Reinvestment Zone - Metes & Bound

RESOLUTION

WHEREAS, the City Council of the City of Lubbock hereby declares its intent to consider the designation of a Reinvestment Zone within the City of Lubbock, which Reinvestment Zone is more fully described in the "Notice of Intent" attached hereto as Exhibit A and made a part hereof for all purposes; and

WHEREAS, the City Council of the City of Lubbock is authorized to establish a Reinvestment Zone by authority of Chapter 312 of the Tax Code; and

WHEREAS, the Tax Code requires a Notice of Intent to be sent to the governing body of each tax unit that levies real property taxes on the property described in Exhibit A (except school districts,) not less than seven (7) days before a hearing on creation of a Reinvestment Zone; and

WHEREAS, the City Council of the City of Lubbock does hereby authorize a public hearing to be conducted upon the establishment of said Reinvestment Zone be conducted at 6:30 P.M. on November 29, 2012, in the City Council Chambers of the City of Lubbock at 1625 13th Street, Lubbock, Texas, after proper notice is given in accordance with Chapter 312, Tax Code; NOW THEREFORE:

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

SECTION 1. THAT the City Council hereby orders that a public hearing be conducted at 6:30 P.M. on November 29, 2012, at the City Council Chambers of the City of Lubbock at 1625 13th Street, Lubbock, Texas, pertaining to the proposal of the City Council to establish a Reinvestment Zone as indicated on the Notice of Intent attached hereto as Exhibit A.

SECTION 2. THAT the Notice of Intent attached hereto as Exhibit A be delivered by the City Manager or his designee to the governing body of all taxing units levying real property taxes on the property described in said Exhibit A (except school districts) not less than seven (7) days prior to the date of the public hearing.

SECTION 2. THAT the City Manager, or his designee, cause publication of notice of the public hearing on this proposed designation of a Reinvestment Zone not less

than seven days prior to the date of the hearing in a newspaper of general circulation in the City of Lubbock.

Passed by the City Council on _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock,
Budget Director

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

Lc: city att/ Linda/ReinvestmentZoneRes E 14th & Elm
October 23, 2012

Exhibit "A"

NOTICE OF INTENT
TO
DESIGNATE REINVESTMENT ZONE

WHEREAS, the City Council of the City of Lubbock hereby declares its intent to consider the designation of a Reinvestment Zone within the City of Lubbock, which Reinvestment Zone is more fully described in the property description described herein; and

WHEREAS, the City Council of the City of Lubbock is authorized to establish a Reinvestment Zone by authority of Chapter 312 of the Tax Code; and

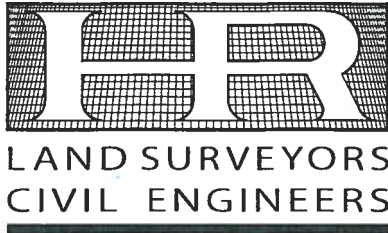
WHEREAS, the Tax Code requires a Notice of Intent to be sent to the governing body of each tax unit that levies real property taxes on the property described in Exhibit A-1 (except school districts, which may not participate in Chapter 312 tax abatements) not less than seven (7) days before a hearing on creation of a Reinvestment Zone; and

WHEREAS, the City Council of the City of Lubbock has hereby authorized a public hearing to be conducted upon the establishment of said Reinvestment Zone be conducted at 6:30 P. M. on November 29, 2012, in the City Council Chambers of the City of Lubbock at 1625 13th Street, Lubbock, Texas.

The proposed boundaries of said Reinvestment Zone are attached as Exhibit A-1.

Notice is further given that the tentative plans for development and the estimate of the general impact of the proposed zone on property tax revenue are as follows:

This location is currently owned by the City of Lubbock and is producing no property tax revenue. Lubbock Economic Development (LEDA) is interested in obtaining and developing this site for industrial businesses. The investment will vary according to the business recruited and therefore the estimated annual tax revenues from real and personal property on this development inclusive of all taxing entities is unknown.



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



121254

Becknell Industrial

METES AND BOUND DESCRIPTION of a 13.243 acre tract out of a 64.5 acre tract as described in Volume 1234, Page 650 of the Deed Records of Lubbock County, Texas, located in Section 3, Block O, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/4" iron pipe found in the South right-of-way line of 14th Street, at the most Westerly Northwest corner of said 64.5 acre tract, same being the Northeast corner of Lot 3, Hill Addition, to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 533, of the Deed Records of Lubbock County, Texas,

THENCE S. 88°12' E., along said South right-of-way line and the Northern boundary of said 64.5 acre, a distance of 130.70 feet to a 1/2" iron rod with cap set for a corner of said 64.5 acre tract and a corner of this tract;

THENCE N. 01°48' E. continuing along said right-of-way and the Northern boundary of said 64.5 acre, a distance of 15.00 feet to a "x" cut in concrete gutter, in the South right-of-way line of 114th Street as described in Volume 378, Page 303 of the Deed Records of Lubbock County, Texas, for the most Northerly Northwest corner of said 64.5 acre tract and the Northwest corner of this tract;

THENCE S. 88°12' E., continuing along said South right-of-way line and the Northern boundary of said 64.5 acre, a distance of 1045.83 feet to a 1/2" iron rod with cap set in Western boundary of a 3.9 acre tract as described in Volume 1306, Page 621 of the Deed Records of Lubbock County, Texas, for the most Northerly Northeast corner of said 64.5 acre tract and the most Northerly Northeast corner of this tract;

THENCE S. 02°14'20" W., along the Western boundary of said 3.9 acre tract and the Eastern boundary of said 64.5 acre tract, a distance of 492.90 feet to a 1/2" iron rod with cap set for the Southeast corner of said 3.9 acre tract, at a corner of said 64.5 acre tract and the Southeast corner of this tract;

THENCE N. 88°12' W. a distance of 1154.37 feet to a 1/2" iron rod with cap set in the Western boundary of said 64.5 acre tract for the most Southerly Southwest corner of this tract;

THENCE N. 45°28' W., along the Western boundary of said 64.5 acre tract, a distance of 25.03 feet to a 3/4" iron pipe found at the Southeast corner of said Lot 3 and a corner of said 64.5 acre tract for the most Westerly Southwest corner of this tract;

THENCE N. 01°48' E., along the Eastern boundary of said Lot 3, and the Western boundary of said 64.5 acre tract, a distance of 460.90 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83, Texas Coordinate System, North-Central Zone, City of Lubbock Geodetic Network and Aerial Control. Distances are Surface, U.S. Survey Feet.

CONTAINS: 576,848 sq. ft. or 13.243 acres

CERTIFICATION TO: Becknell Industrial

DATE: October 31, 2012

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





Regular City Council Meeting

5.3.

Meeting Date: 11/08/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading – Finance: Consider Budget Ordinance Amendment 9 amending the Adopted FY 2012-13 Budget respecting the General Fund, Fund 100, and respecting the Donations Fund, Fund 148.

Item Summary

I. Amend the General Fund by increasing the appropriation by \$150,000, from \$143,502,995 to \$143,652,995.

II. Deposit \$150,000 into the Donations Fund for a contribution to the Lubbock Regional Public Safety Memorial.

Funds will be used to erect a memorial to pay tribute to all public safety personnel from the South Plains who have given their lives in carrying out their duties to serve and protect the citizens of the region. The memorial will also recognize public safety personnel from all levels of service and will provide educational information about public safety. The Lubbock Regional Public Safety Memorial Committee, a 501(c)3 IRS tax-exempt organization, is dedicated to providing educational activities related to public safety issues and to promoting the recognition of the work of firefighters and Emergency Medical Services (EMS) personnel, the Department of Public Safety, and law enforcement agencies throughout the South Plains.

The Memorial will be located at Jack Stevens Park, 75th Street and Slide Road in the northeast corner of the park. The Lubbock Fire Department, Lubbock Police Department, Lubbock County Sheriff's Office, Lubbock County EMS, and the Texas Department of Public Safety Officers of Region 5 have all worked together to design and build this memorial.

The Committee needs to raise a \$225,000 more to complete the bronze statue and to pay the Architectural fee. The \$150,000 contribution by the City will help the Committee reach this goal.

Fiscal Impact

Staff/Board Recommending

Floyd Price, Councilman, District 1

Attachments

Budget Amendment 9

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND, FUND 100; RESPECTING THE DONATIONS FUND, FUND 148; 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 2012-13 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 2012-13 (Budget Amendment #9) for municipal purposes, as follows:

- I. Appropriate an additional \$150,000 for the General Fund, using fund balance for a total appropriation of \$143,652,995.
- II. Deposit \$150,000 into the Donations Fund for a contribution to the Lubbock Regional Public Safety Memorial.

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:



Lee Ann Dumbauld
City Manager

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney



Regular City Council Meeting

5. 4.

Meeting Date: 11/08/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2012-O0121 Amendment 5 amending the Adopted FY 2012-13 Budget respecting the Grant Fund to accept and appropriate funding from the South Plains Association of Governments (SPAG) for the 2012-13 Regional Solid Waste Grants Program; accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Teaching Kids to Be Street Smart Grant.

Item Summary

On October 25, 2012, the City Council approved the first reading of the ordinance.

- I. Accept and appropriate \$34,360 from SPAG for the Regional Solid Waste Grants Program. The grant will provide the funding for the purchase of equipment for the two new Recycling Drop-off Center and Citizen Convenience Stations.

A new Recycling Drop-off Center and Citizen Convenience Station is being construction in Southwest Lubbock and the Elmwood Recycling Drop-off Center and Citizen Convenience Station is being relocated to a new site in Northwest Lubbock. SPAG allowed the entire cost of the project to be considered as the City's cash match.

- II. Accept and appropriate \$28,079 from TxDOT for the Teaching Kids to Be Street Smart Grant. The grant funds programs at Safety City to educate school age children about pedestrian, bicycle, and traffic safety.

Fiscal Impact

Included in item summary.

Staff/Board Recommending

Cheryl Brock, Budget Director

Attachments

Budget - Amendment 5

Grant Detail - SPAG

Grant Detail Sheet- Parks

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE SOUTH PLAINS ASSOCIATION OF GOVERNMENTS (SPAG) FOR THE 2012-13 REGIONAL SOLID WASTE GRANT PROGRAM; TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF TRANSPORTATION (TXDOT) FOR THE TEACHING KIDS TO BE STREET SMART 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 2012-13 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 2012-13 (Budget Amendment #5) for municipal purposes, as follows:

- I. Accept and appropriate \$34,359.60 from SPAG for the 2012-13 Regional Solid Waste Grant Program.
- II. Accept and appropriate \$28,079 from TxDOT for the Teaching Kids to Be Street Smart grant.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

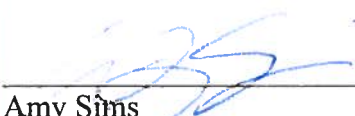
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Budget Director

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
October 25, 2012

Administrative Information

Grant Name	<u>Solid Waste Implementation Project</u>
Grant Effective Date	<u>11/08/2012-07/31/2013</u>
Grant Provider/Agency	<u>South Plains Association of Governments</u>
Grant Award Amount	<u>\$ 34,360</u>

Budget Information

	<u>Cost</u>
Project Detail	
Capital Outlay - Equipment	
Used Oil Containers	5,926
Used Anti-freeze Containers	5,940
30 Yard Roll-offs	16,696
Drumcovers	1,572
Drumcover Spillpans	668
Tertiary Containment Spill Pans	1,144
Freight	2,414
Total Project Amount	<u><u>\$ 34,360</u></u>

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
October 25, 2012

Administrative Information:

Grant Name:	Safety City - Teaching Kids to Be Street
Grant Effective Date:	<u>10/01/2012-09/30/2013</u>
Grant Provider/Agency:	<u>Texas Department of Transportation</u>
Grant Award Amount:	<u>\$ 28,079</u>
Amount City Grant Match:	<u>\$ 28,196</u>
Funding Source of Grant Match:	<u>5227.8003</u>

Personnel Information:

of part-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Part-Time Safety City Supervisor	\$ 15,912		7,956	7,956
Part-Time Asst. Recreation Supervisor	8,216		4,108	4,108
Part-Time Maintenance Worker	12,376		-	12,376
Total	<u>\$ 36,504</u>	-	<u>12,064</u>	<u>24,440</u>

Budget Information:

Project Detail	Cost
Salaries	\$ 12,064
Supplies	
Office Supplies	500
Equipment	11,200
Promotional Items	1,750
Travel and Training	250
Other	2,315
Total Project Amount	<u>\$ 28,079</u>



Regular City Council Meeting

5. 4. 1.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Solid Waste: Consider a resolution authorizing the Mayor to execute Contract 11031 and all related documents with South Plains Association of Governments (SPAG) related to the FY 2012-13 Solid Waste Implementation Project and Contract 582-12-10162.

Item Summary

The City has been awarded a grant totaling \$34,360. Grant funds will be used to purchase equipment for the City's recycling program, specifically equipment for the two new recycling drop-off facilities. The Council gave approval to apply for the grant at the May 30, 2012, City council meeting.

HB 3072 mandates that the Texas Commission on Environmental Quality (TCEQ) return to local governments a portion of the state surcharge (\$1.25 per ton) collected on landfill tipping fees. The funds are apportioned to the Council of Governments (COG) based on a formula that includes, but is not limited to, population, need, and number of counties in the COG area. The COG then conduct a competitive grant application process to address the needs of their specific region. Due to state level cuts in the Solid Waste Program Projects budget, and in order to continue to facilitate projects that can have a significant impact, SPAG is combining available funds for FY 2012 and FY 2013. Therefore, \$120,000 was made available for the pass-through implementation projects.

The City's grant application totaled \$36,360. The grant will fund the purchase of equipment that will be used at the two new recycling drop-off centers: N. Quaker and Adrian, and Milwaukee near 82nd Street.

The Program and General Conditions are available in the City Secretary's Office.

Fiscal Impact

Receive \$34,360 from SPAG grant.

Staff/Board Recommending

Scott Snider, Assistant City Manager, Community Services

Attachments

Resolution & Contract - Solid Waste Grant

RESOLUTION

WHEREAS, the South Plains Association of Governments is directed by the Texas Commission on Environmental Quality to administer solid waste grant funds for implementation of the COG's adopted regional solid waste management plan; and

WHEREAS, the City of Lubbock in the State of Texas has applied for grant funds under the Request for Applications; and

WHEREAS, the City of Lubbock has been awarded one solid waste grant pursuant to its application under the FY2012/2013 Solid Waste Grant Programs administered by the South Plains Association of Governments, NOW THEREFORE:

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

THAT the Mayor is hereby authorized and directed to execute for and on behalf of the City of Lubbock FY 2012/2013 Solid Waste Implementation Project Contract Number 582-12-10162 by and between the City of Lubbock and the South Plains Association of Governments, and all related documents. Said Contract is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

STATE OF TEXAS
GRANTEE

FY2012/2013 SOLID WASTE IMPLEMENTATION PROJECT CONTRACT

This Agreement is made this _____ day of _____, 2012, by and between the South Plains Association of Governments, hereinafter referred to as SPAG and the City of Lubbock, hereinafter referred to as the "GRANTEE".

WITNESSETH:

WHEREAS, SPAG desires to enhance certain solid waste management activities in its region;

WHEREAS, one of the objectives of SPAG is to support local and regional solid waste projects in conjunction with the Texas Commission on Environmental Quality (TCEQ), under Contract Number 582-12-10162 ("TCEQ Contract"), hereinafter referred to as the "STATE AGENCY";

WHEREAS, all such regional solid waste projects shall comply with the provisions of the South Plains Association of Governments Regional Solid Waste Management Plan;

WHEREAS, SPAG hereby engages the GRANTEE to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the GRANTEE has agreed to perform such services in accordance with the specifications of the Agreement;

WHEREAS, the GRANTEE shall adhere to the Single Audit Requirements of the Uniform Grant and Contract Management Act.

NOW, THEREFORE, SPAG and the GRANTEE do hereby agree as follows:

Article 1. Work

GRANTEE shall complete all work as specified or indicated in the Agreement under Project Number **13-02-G03**

Article 2. Contract Times

This Agreement shall commence on the (Execution Date) and terminate on **July 31, 2013**. This Agreement shall immediately terminate at the end of any state fiscal year for which the Texas Legislature fails to appropriate funds necessary to perform this Agreement.

Article 3. Contract Price/Matching Funds

SPAG shall provide GRANTEE with grant funds not to exceed thirty four thousand, three hundred and fifty nine dollars and sixty cents (\$34,359.60) unless the parties amend this amount in accordance with this Agreement. Funds are to be used for the sole purposes described herein.

The GRANTEE'S expenditures must adhere to the authorized budget (see **Attachment A Exhibit 2**).

GRANTEE shall provide match funds toward the project equal to five hundred sixty two thousand, eight hundred and thirty two dollars (\$565,832.00) unless the parties amend this amount in accordance with this Agreement. Funds are to be used for the sole purposes of the project described herein.

The GRANTEE'S expenditures must adhere to the authorized budget (see **Attachment A Exhibit 2**).

Article 4. Funding

Each payment obligation of SPAG created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. SPAG shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article. If sufficient state or federal funds are not allocated or otherwise available from SPAG, GRANTEE shall have no further obligation to perform its duties under this Contract once available funds have been expended.

Article 5. Payment Procedures

The GRANTEE agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the GRANTEE in accordance with the terms of this Agreement. GRANTEE shall submit Applications for Payment in accordance with the Program Conditions and the General Conditions of this Agreement. Requests for reimbursement must be made in accordance with the terms in this Contract. See **General Conditions, Article 12**.

Article 6. Insurance

The GRANTEE shall maintain insurance coverage for work performed or services rendered under this Agreement.

Article 7. Repayments

The GRANTEE understands and agrees that it shall be liable to repay and shall repay upon demand to SPAG any amounts determined by SPAG, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

Article 8. GRANTEE'S Representations

GRANTEE has examined and carefully studied the Agreement and all Attachments and Exhibits.

GRANTEE is familiar with and understands all federal, state and local Laws and Regulations that may affect cost, progress, performance, or furnishing of the work.

GRANTEE has given SPAG written notice of all conflicts, errors, ambiguities or discrepancies that GRANTEE has discovered in the Agreement and the written resolution thereof by SPAG is acceptable to GRANTEE, and the Agreement is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.

Article 9. Legal Authority

The GRANTEE warrants and assures SPAG that it possesses adequate legal authority to enter into this Agreement. The GRANTEE's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the GRANTEE to the terms of this Agreement and any subsequent amendments hereto.

Article 10. Applicable Laws

The GRANTEE agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant

and Contract Management Standards (“UGMS”) promulgated by the State of Texas and the state and federal statutes referenced therein.

Article 11. Contract Documents

The Contract Documents, which comprise the entire Agreement, Budget, and all Attachments and Exhibits, between SPAG and GRANTEE concerning the work, listed in the order of preference in the event of a conflict, consist of the following:

- Solid Waste Implementation Project Contract and Attachments and Exhibits.
- Regional Solid Waste Grants Program Conditions.
- Regional Solid Waste Grants Program Contract General Conditions.

The following which may be delivered or issued after the Execution Date of the Agreement and are not attached hereto: All written Amendments and other documents amending, modifying, or supplementing the Agreement pursuant to the General or Program Conditions. These documents will be attached to the Agreement following execution thereof.

The Program Conditions, General Conditions, Attachments and Exhibits, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties. The Agreement may be amended, modified or supplemented only as provided in this Agreement.

Article 12. Subcontracts

Except as may be set forth in the Agreement, the GRANTEE agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of SPAG.

The GRANTEE acknowledges that SPAG is not liable to any subcontractor(s) of the GRANTEE.

The GRANTEE shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the GRANTEE.

Article 13. Miscellaneous

This Agreement is not transferable or otherwise assignable by the GRANTEE without the written consent of the SPAG and any attempted transfer without such consent is void.

Article 14. Governing Law; Venue

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Lubbock County, Texas, unless the laws of the State of Texas specifically establish venue in some other City or County.

Any notice issued regarding this Agreement shall be addressed to the respective party at the addresses below, or at such other address as specified by written notice. Such notices shall be sent by certified mail. Any notice or other written communication shall be considered delivered three (3) days after the date postmarked, provided it is sent in accordance with this Article.

Article 15. Project Representatives

SPAG: South Plains Association of Governments

Christian Shotts

(Printed Name) (Project Manager)

PO Box 3730 Freedom Station

(Address)

Lubbock, TX 79452

GRANTEE: The City of Lubbock

Penny Morin, Interim Collection Manager, Lubbock

(Printed Name) (Project Manager)

Solid Waste Services, P.O. Box 2000

(Address)

Lubbock, Tx 79457

IN WITNESS WHEREOF, SPAG and GRANTEE have signed three (3) originals of this Agreement. One executed counterpart has been delivered to GRANTEE and two executed counterparts have been delivered to SPAG.

Executed on _____, at Lubbock, Lubbock County, Texas.

South Plains Association of Governments

(By Signature)

Tim C. Pierce

(Printed Name)

Executive Director

(Title)

(Date)

(By Signature)

Glen C. Robertson

(Printed Name)

Mayor, City of Lubbock

(Title)

(Date)

Article 15. Project Representatives

SPAG: South Plains Association of Governments

Christian Shotts

(Printed Name) (Project Manager)

PO Box 3730 Freedom Station

(Address)

Lubbock, TX 79452

GRANTEE: The City of Lubbock

Penny Morin, Interim Collection Manager, Lubbock

(Printed Name) (Project Manager)

Solid Waste Services, P.O. Box 2000

(Address)

Lubbock, Tx 79457

IN WITNESS WHEREOF, SPAG and GRANTEE have signed three (3) originals of this Agreement. One executed counterpart has been delivered to GRANTEE and two executed counterparts have been delivered to SPAG.

Executed on _____, at Lubbock, Lubbock County, Texas.

South Plains Association of Governments

(By Signature)

Tim C. Pierce

(Printed Name)

Executive Director

(Title)

(Date)

(By Signature)

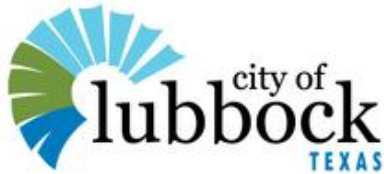
Glen C. Robertson

(Printed Name)

Mayor, City of Lubbock

(Title)

(Date)



Regular City Council Meeting

5. 4. 2.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 10997 an agreement with the Texas Department of Transportation (TxDOT) for the Texas Traffic Safety Program "Teaching Kids to Be Street Smart" grant for bicycle, car, pedestrian and other safety related programs at Safety City.

Item Summary

Staff educates approximately 5,000 children annually from across Lubbock and the South Plains on safety issues involving bicycle, car, and pedestrian safety. At Safety City, children practice the lessons learned in the classroom in a realistic setting. The hands-on experience results in better understanding of the traffic environment and its dangers. In addition to the core topics taught at Safety City, staff expanded the safety topics to include water, electrical, animal, and skateboarding safety. Safety City hosts safety fairs and summer safety camps. Grant funding allows staff to further the cause of "Teaching Kids to Be Street Smart," and reduce the number of accidents involving children ages 4 through 12.

Fiscal Impact

A grant of \$28,079 from TxDOT, with a required match of \$28,196, which is appropriated in the outdoor recreation budget. The General Terms and Conditions are available in the City Secretary's Office.

Staff/Board Recommending

Scott Snider, Assistant City Manager of Community Services

Attachments

Resolution - Safety City

Grant Agreement - Safety City

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, Texas, a Contract from the State of Texas, acting by and through the Texas Department of Transportation for the "Teaching Kids to Be Street Smart" grant for the bicycle, car, pedestrian and other safety related programs at Safety City, a copy of which Contract is attached hereto and which shall be spread upon the minutes of this Council and as spread upon the minutes of the Council shall constitute and be a part hereof as if fully copied herein in detail.

Passed by the City Council this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Randy Truesdell, Community Services Director

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

gs/RES.-TxDot-Safety City
10.10.12

Texas Traffic Safety eGrants

Fiscal Year 2013

Organization Name: City of Lubbock - Parks & Recreation

Legal Name: City of Lubbock

Payee Identification Number: 17560005906000

Project Title: Safety City, "Teaching Kids to be Street Smart"

ID: 2013-LubbockP-G-1YG-0160

Period: 10/01/2012 to 09/30/2013

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

THE STATE OF TEXAS

THE COUNTY OF TRAVIS

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

AUTHORITY: Texas Transportation Code, Chapter 723, the Traffic Safety Act of 1967, and the Highway Safety Performance Plan for the Fiscal Year 2013.

Name of the Federal Agency: **National Highway Traffic Safety Administration**

Contract Number: **583EGF6006**

CFDA Number: **20.600**

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

Funding Source: Section **402**

DUNS: **058213893**

Project Title: **Safety City, "Teaching Kids to be Street Smart"**

Description: Safety City is dedicated to educating young children the importance of traffic safety. Our facility instructs an average of 5,000 children per year.

This project is **Not Research and Development**

Grant Period: This Grant becomes effective on **10/01/2012** or on the date of final signature of both parties, whichever is later, and ends on **09/30/2013** unless terminated or otherwise modified.

Total Awarded: **\$56,275.00**

Amount Eligible for Reimbursement by the Department: **\$28,079.00**

Match Amount provided by the Subgrantee: **\$28,196.00**

City of Lubbock
Safety City, "Teaching Kids to be Street Smart"

TEXAS TRAFFIC SAFETY PROGRAM GRANT AGREEMENT

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

THE SUBGRANTEE

THE STATE OF TEXAS

City of Lubbock

[Legal Name of Agency]

Executed for the Executive Director and
Approved for the Texas Transportation
Commission for the purpose and effect of
activating and/or carrying out orders, established
policies or work programs approved and
authorized by the Texas Transportation
Commission

By:

By:

[Authorized Signature]

[District Engineer Texas Department of
Transportation]

GLEN C. ROBERTSON

[Name]

[Name]

MAYOR

[Title]

[Title]

Date: _____

Date: _____

Under the authority of Ordinance or
Resolution Number (for local
government):
(If Applicable)

By:

Director, Traffic Operations Division Texas
Department of Transportation (Not required for
local project grants under \$100,000.00)

[Resolution Number]

Date: _____

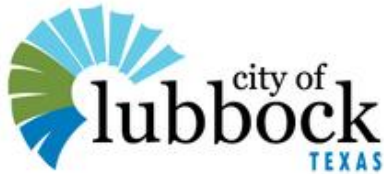
ATTEST:

APPROVED AS TO CONTENT:

Rebecca Garza, City Secretary

Randy Truesdell, Community Services Director

Amy L. Sims, Asst. City Attorney



Regular City Council Meeting

5. 5.

Meeting Date: 11/08/2012

Information

Agenda Item

Budget Ordinance Amendment 2nd Reading - Finance: Consider Budget Ordinance 2012-00126 Amendment 6 amending the Adopted FY 2012-13 Budget respecting the Capital Program to amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84.

Item Summary

On October 25, 2012, the City Council approved the first reading of the ordinance.

- I. Amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84, by increasing the appropriation by \$1,286,000, from \$969,700 to \$2,255,700, for the design and construction of Slide Road from Marshall Street to U.S. Highway 84. The project is funded by developer participation, the Texas Department of Transportation, and FY 2010 Gateway Streets Revenue Certificates of Obligation.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Lee Ann Dumbauld, City Manager

Attachments

Budget Amendment 6

Project Detail - 92215

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT 92215, SLIDE ROAD FROM MARSHALL TO U.S. HIGHWAY 84; 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 2012-13 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 2012-13 (Budget Amendment #6) for municipal purposes, as follows:

- I. Amend Capital Improvement Project 92215, Slide Road from Marshall to U.S. Highway 84, by increasing the appropriation by \$1,286,000, from \$969,700 to \$2,255,700, for the design and construction of Slide Road from Marshall Street to U.S. Highway 84.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading this _____ day of _____,
2012.

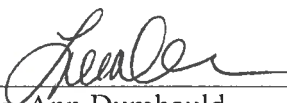
Passed by the City Council on second reading this _____ day of _____,
2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



LeeAnn Dumbauld
City Manager

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

**Capital Project
Project Cost Detail
Budget Amendments
October 25, 2012**

Capital Project Number: 92215
Capital Project Name: Slide Road from Marshall to US 84

CIP 92215

Current Project Appropriation Amount

Developer Participation	\$ 214,000
TxDOT Participation	505,700
FY2010 Gateway Streets Revenue Certificates of Obligation	<u>250,000</u>
Total Current Appropriation	<u><u>969,700</u></u>

Proposed Amendment

Additional Developer Participation	<u>1,286,000</u>
Total Proposed Appropriation	<u><u>\$ 2,255,700</u></u>



Regular City Council Meeting

5. 6.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Amendment Resolution – Public Works Engineering: Consider a resolution approving the Downtown Public Improvements Design Standards for the property included in the Central Business District Tax Increment Financing Reinvestment Zone.

Item Summary

In December 2001, the City Council approved the Central Business District Tax Increment Financing Reinvestment Zone to encourage development and redevelopment in the downtown area bounded by the Marsha Sharp Freeway, Avenue Q, 19th Street, and Interstate 27. At the completion of a comprehensive Downtown Revitalization Action Plan (Plan) and several public meetings, the City Council adopted the Plan in 2008. The Plan included general guidance for the development of six districts that would guide the redevelopment of the downtown area.

The Downtown Public Improvements Design Standards (Design Standards) have been created to guide the design of the parkway area within each of the six districts as development or redevelopment occurs. The Design Standards include such items as the brick paving, special pedestrian lighting, public art, street signage, utilities, landscaping, and amenities for each district of the Plan.

The Design Guidelines have been reviewed by the Central Business District Tax Increment Financing Board and they have made no additional comments.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer
Central Business District Tax Increment Financing Board

Attachments

Resolution - Central Business District
Downtown PID Standards

RESOLUTION

WHEREAS, the City Council of the City of Lubbock, Texas, desiring to encourage development and redevelopment in the downtown area bounded generally by the Marsha Sharp Freeway on the north, Avenue Q on the west, 19th Street on the south and the I-27 Freeway on the east, created the Central Business District Tax Increment Financing Reinvestment Zone in December, 2001, to provide public improvements as incentives for development; and

WHEREAS, in 2008, after extensive citizen input, the Downtown Revitalization Action Plan, was presented to the Council in a public meeting and later adopted by the City Council to be used as a guideline for future development in the downtown area; and

WHEREAS, the City Council desires to promote uniformity of design in the public spaces and the right-of-way in the downtown area; and

WHEREAS, the “Downtown Public Improvements Design Standards” dated December 7, 2011, provide a basic design concept for right-of-way improvements in downtown Lubbock that can be used by the City and by private developers of downtown property to create a desirable environment for downtown life while providing a framework for private development; NOW THEREFORE

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

That the City Council of the City of Lubbock hereby adopts as policy the attached “Downtown Public Improvements Design Standards” dated December 7, 2011, for the property included in the Central Business District Tax Increment Financing Reinvestment Zone. Said document is attached to and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed,
Chief Operating Officer

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

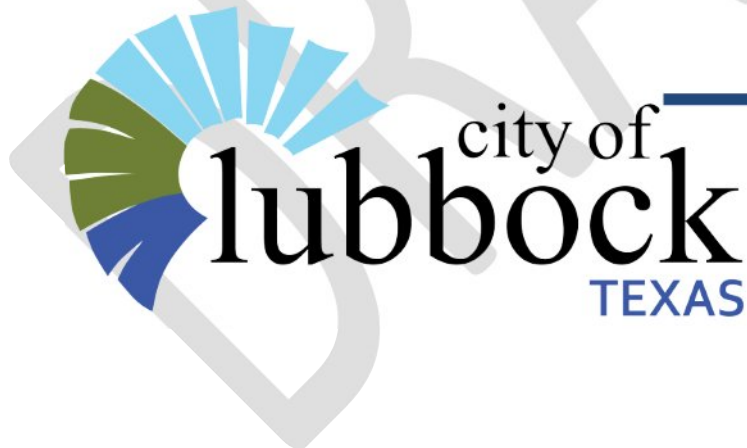
lc:city att/Linda/ /res-Downtown Public Improvement Design Stds -policy
October 24, 2012



Downtown Public Improvements Design Standards

City of Lubbock, Texas

December 7, 2011



- Public Art and Banners.....
- Street Signage.....
- Utilities.....
- Benches.....
- Tree Grates.....
- Trash Receptacles.....
- Bollards.....
- Bicycle Racks.....
- Bus Stops.....
- CHAPTER 3: Gateway and Corridor Streets.....**
- Introduction.....
- Traffic Impact.....
- Gateway Streets.....
- Corridor Streets.....
- CHAPTER 4: Landscaping.....**
- General Landscaping.....
- Street Tree Framework.....
- Appendix A: Street and Pedestrian Lighting**
- Specification.....**
- Appendix B: Plant Materials.....**

CONTENTS

- CHAPTER 1: Introduction..... 3**
- Overview..... 3
- Using the Downtown Public Improvements
- Design Standards..... 5
- CHAPTER 2: Design Concepts..... 7**
- Historic Brick Pavers..... 7
- Specialty Paving..... 12
- Specialty Vehicular and Pedestrian Lighting..... 14
- Public Parks, Plazas, and Features..... 15

FIGURES

Figure 1: Public Improvements Standards

Boundary

Figure 2: Downtown Revitalization Action Plan

(CBD Action Plan).....

Figure 3:UDHPC Recommendations for

Historic Brick Streets.....

Figure 4: Intersection Paving Concepts.....

Figure 5: Gateways and Corridors.....

Figure 6: Residential Parkway Detail.....

Figure 7: Urban Amenity Zone Detail.....

Figure 8: Planter Pocket Detail

Figure 9: Street Tree Framework Plan

Figure 10: Typical Block Spacing Diagram for

Trees and Lights.....

Figure 11: View Obstruction Illustration,

Zoning Ordinance Section 40.03.212

DRAFT

CHAPTER 1: Introduction

Overview

In 2008 the City Council adopted the *City of Lubbock Downtown Revitalization Action Plan (CBD Action Plan)* to articulate the preferred vision for the revitalization process. The *CBD Action Plan* was shaped after extensive citizen input through a collaborative effort between the urban design consulting firm EDAW, Inc. from Denver, Colorado, the economic development firm Development Strategies of St. Louis, Missouri, local design firm Parkhill, Smith, and Cooper, Inc., and the City of Lubbock. The Planning Department adjusted the boundaries of the plan areas slightly to coordinate with existing and proposed zoning in downtown Lubbock. See Figure 2: Downtown Revitalization Action Plan (*CBD Action Plan*).

While the *CBD Action Plan* provides a vision for downtown, more specific technical guidance is needed for a coherent, unified downtown design. This publication is just one of several documents needed to guide that design.

The primary mechanism for private sector redevelopment is the Central Business (CB) Districts of the City of Lubbock Zoning Ordinance. The Lubbock City Council, on the recommendation of the Planning and Zoning Commission, adopted six zoning code districts into the Zoning Ordinance that provide for the specific needs of different areas of downtown, including those identified in the *CBD Action Plan*.

Like other sections of the zoning code, each CB zoning district includes standards for height and building orientation, building mass and scale, parking areas, and landscape areas. Each of the CB zoning districts fully adopts the *Design Standards for the Central Business District (CBD Design Standards)* within the ordinance

to provide

more detailed design standards for new construction and rehabilitation projects. The standards provide a mechanism for review and approval of construction and remodeling plans within the CB Zoning Districts, including an appeals process.

This document, *Downtown Public Improvements Design Standards (Public Improvements Standards)*, serves as the second guide for development. While the CB districts and the *Design Standards for the Central Business District* that are incorporated within them govern private property within the CBD, they also include requirements for parts of the public right-of-way. The *Public Improvements Standards* does not replicate the requirements of the CB ordinances, but sets a minimum standard for all right-of-way improvements in the area.

The *Public Improvements Standards* provide a basic design concept for right-of-way improvements in downtown Lubbock that can be used by the City and by private developers of downtown property. These public improvements will create a desirable environment for downtown life while providing a framework for private development. This document will apply within the boundaries shown on *Figure 1: Public Improvements Standards Boundary*.

Rebuilding the right-of-way improvements of downtown Lubbock generally will follow the pattern of private development. The Public Improvements Standards apply to all projects within this area, whether privately funded by developers of adjacent property, or publicly funded by the City of Lubbock or any other governmental entity. Some projects may require additional designs, which will be outlined in a developer's agreement negotiated between the

City of Lubbock and the developer of the project.

DRAFT

Using the Downtown Public Improvements Design Standards

Developers proposing projects in downtown Lubbock will have a pre-application conference with the City of Lubbock Director of Planning. Prior to the issuance of a building permit or completion of a developers agreement, the Director of Planning, in consultation with the Director of Parks and other City staff members, will determine if the proposed project meets the intent of the CBD Action Plan, the City of Lubbock Zoning Ordinance and its *CBD Design Standards* and the *Public Improvements Standards*. If the project meets the ordinance or standards criteria, the project can proceed through the City’s normal building permit process.

If the Director of Planning determines that a proposal contains unique circumstances that cannot be accommodated by the *Public Improvements Standards*, the plans will be referred to the Urban Design and Historic Preservation Committee (UDHPC) for review. Upon recommendation of the UDHPC, the Director of Planning may vary the requirements of the *Public Improvements Standards* so long as the basic requirements of the Zoning Ordinance or any other applicable codes are not altered. Any variations from City codes will follow the review and appeal process outlined in that code.

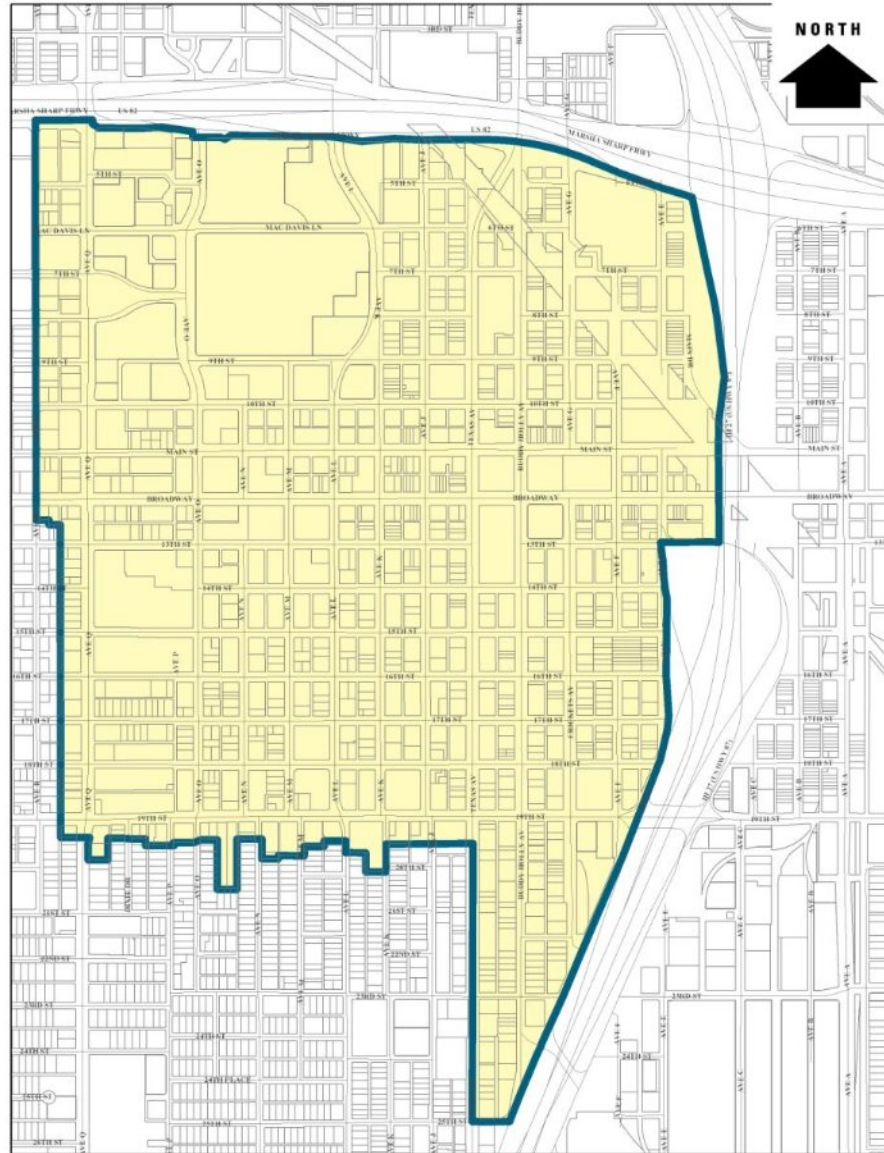
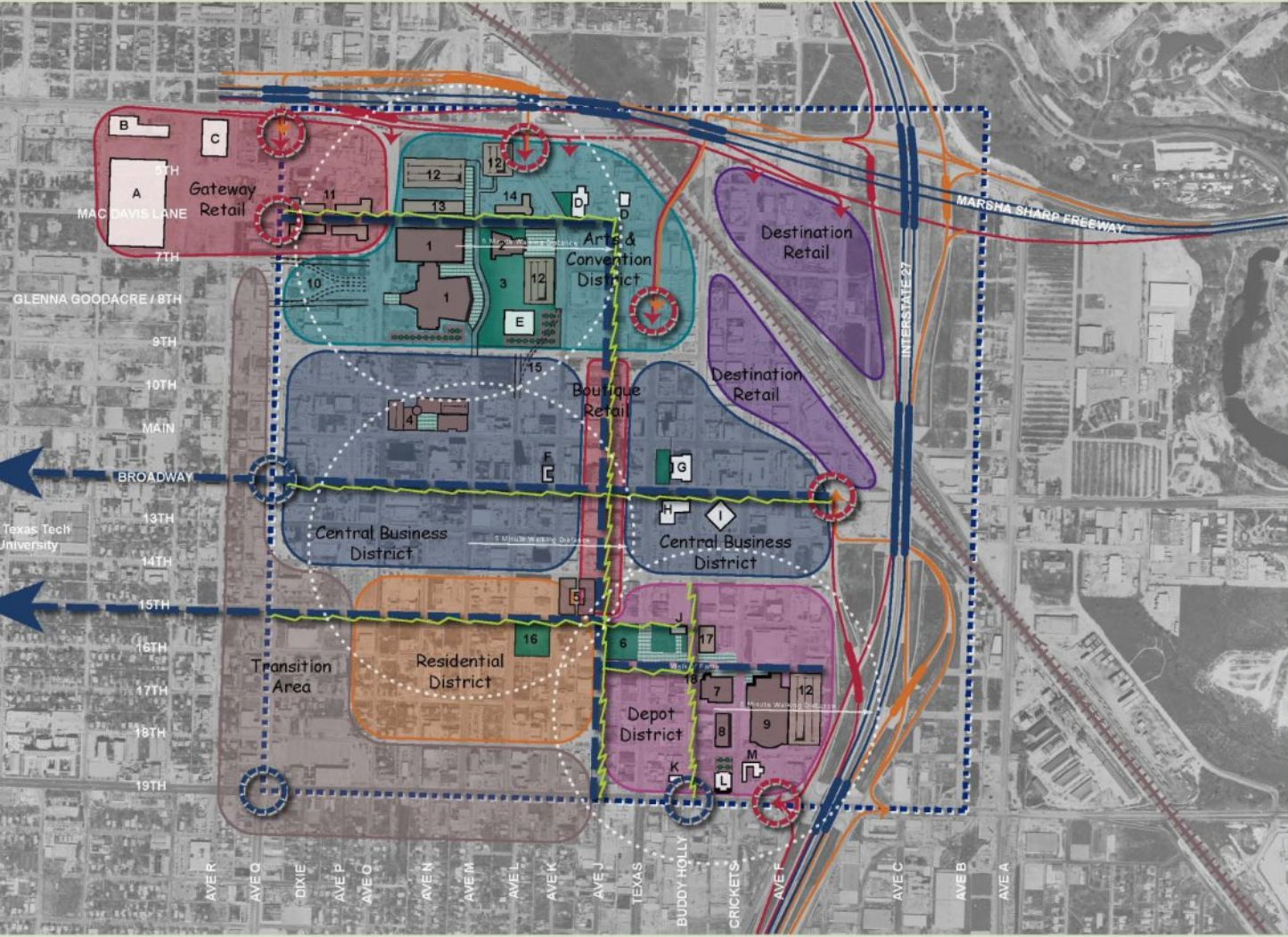


Figure 1: Public Improvements Standards

DOWNTOWN REVITALIZATION ACTION PLAN



Preferred Primary District Catalytic Projects

Legend

- Downtown Core
- Land Use District
- Key Buildings / Projects Existing or On-the-way
- Proposed Catalytic Projects & Primary Building
- Supporting Elements
- Parking - Surface
- Open Space / Plaza
- Transportation
- Highway Throughway
- NB / WB Ramps
- SB / EB Ramps
- Highway Bridges
- BNSF Railroad
- Key Connectors
- Proposed Street Closures
- Proposed Street Alignments
- Streets for People
- Wayfinding Gateway
- Identity Gateways

Key Buildings / Projects Existing or On-the-way:

- A Wal-Mart
- B Pad Retail
- C Pad Retail
- D LHUCA
- E Library
- F Pioneer Hotel
- G County Courthouse
- H Federal Building
- I Citibus Transfer
- J Needles Building
- K Cactus Theater
- L Visitor Center
- M Buddy Holly Center

Proposed Catalytic Projects & Primary Building:

- 1 Civic Center Renovation & Expansion
- 2 Performing Arts Center
- 3 Heritage Park
- 4 Office Flex Project
- 5 Mixed-use Residential
- 6 Festival Park
- 7 Movie Theater
- 8 Collegiate Hotel
- 9 Arena

Supporting Elements:

- 10 Glenna Goodacre 7th Avenue Extension
- 11 Gateway Retail
- 12 Parking Garage
- 13 Arts-related Office
- 14 Convention Hotel
- 15 Avenue L Street Improvements
- 16 Residential Parking
- 17 Boutique Hotel
- 18 Walk of Fame

City of Lubbock, Texas
February 5, 2008

Scale: 0 300 600 1200

EDAW / DEVELOPMENT STRATEGIES / PARKHILL, SMITH & COOPER

Figure 2: Downtown Revitalization Action Plan (CBD Action Plan)

CHAPTER 2: Design Concepts

Downtown Lubbock is distinguished by the presence of historic buildings and materials as well as the large scale of buildings at the street level. As the area returns to serving as a center for living, working, and recreation, this urban character will be maintained through the use of historical elements and appropriate building scale.

Although each of the CB zoning districts has unique needs and opportunities for redevelopment, the following right-of-way elements will be coordinated throughout downtown Lubbock. Street furnishings are a fundamental component to the success of the street and neighborhood. Furnishings allow places to sit, deposit trash, and secure bicycles. Beyond the functional benefits, the right furnishings can attract and engage the public by creating a safe, comfortable, and welcoming environment.

Historic Brick Pavers

Many of the streets in downtown Lubbock are paved with fired clay brick pavers. These streets were built during the 1920's and 1930's primarily by the City of Lubbock but some by New Deal public works programs. Many of the historic brick removed in reconstruction projects have been stored for future repair, reconstruction, and use in special projects. Consideration should be given to using these bricks in projects if possible. Property owners and developers should coordinate their requests with the City of Lubbock to verify current quantities and sizes available in advance of designing or constructing their projects.

In 2006, the City Council adopted City code revisions that protect existing brick streets in most cases. Ordinances were amended to:

- Provide continued protection of brick streets and alleys by requiring



appropriate repairs as outlined in the 1982 resolution and the repair details prepared by Streets Engineering.

- Specify that all bricks salvaged from any removal or repair of streets will remain the property of the City of Lubbock.
- Specify a review process for removal that allows Urban Design and Historic Preservation Commission (UDHPC) determination with appeal to the City Council, using the same concept of review and appeal that currently governs Lubbock Historic Landmark Certificates of Appropriateness.

Requirements for the repair and maintenance of brick streets are addressed in the City of Lubbock Code of Ordinances in Sec. 36.07.011 Brick Streets, Section 36.08.006 Brick Alleys, and Section 40.03.3224. The UDHPC has made recommendations for continued preservation and improvement of brick streets. See *Figure 3: UDHPC Recommendations for Historic Brick Streets*.

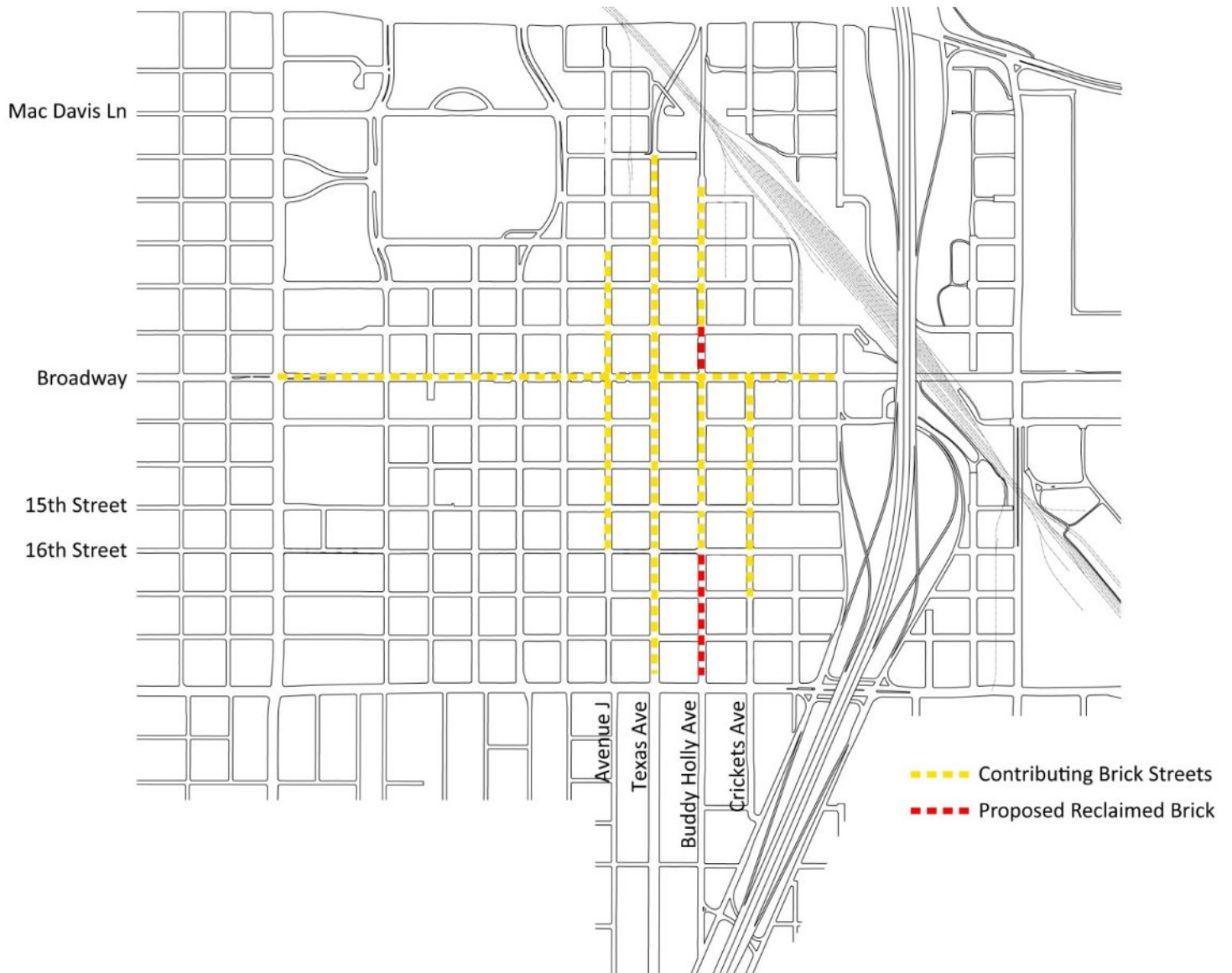


Figure 3:UDHPC Recommendations for Historic Brick Streets

Specialty Paving

Sidewalks and related pavement elements such as crosswalks direct movement, define space, and provide for pedestrian safety. Enhanced pedestrian crossings at intersections will facilitate pedestrian movement and help slow traffic. Specialty paving adds visual interest and articulates special landscape features.

In downtown Lubbock, differing patterns and materials will identify and separate the different spaces of the sidewalk environment. However, sidewalk surfaces should present a consistent and unifying element in the district. Sidewalks will be built to existing City of Lubbock construction standards, though the Lubbock Building Board of Appeals can consider alternate styles.

- The approved concrete pavers for sidewalk and crosswalk enhancement are the Pavestone Holland Stone Parkway series (non-chamfered edges) in the Antique Buff color or equivalent.
- Subject to landscape plan review, this series may be used in sidewalk projects encompassing one full block face or more. Selected concrete pavers should comprise at least 10 percent of the sidewalk surface area.
- The clear pedestrian path of the sidewalks should be at least 5' wide when the total parkway width is less than 10' wide, with the remaining width serving as the amenity zone. If the total parkway width is 10' wide or greater, the sidewalk should be 50 percent of the width of the total parkway, with the remaining width serving as the amenity zone.
- Paver patterns should be consistent within sidewalk spaces by block, for example, one pattern for the primary walkway and one

pattern for the hardscape apron between tree grates. Sidewalk

design and materials will be approved as part of the permit or contract review process.

- Specialty paving may be used to extend the sidewalk visually across the street at selected gateway and corridor intersections. All crosswalks shall be approved concrete pavers with concrete banding. No historic brick surfaces will be disturbed to create intersection paving features.
- Exposed aggregate concrete should never be used as a paving surface in the Central Business District.



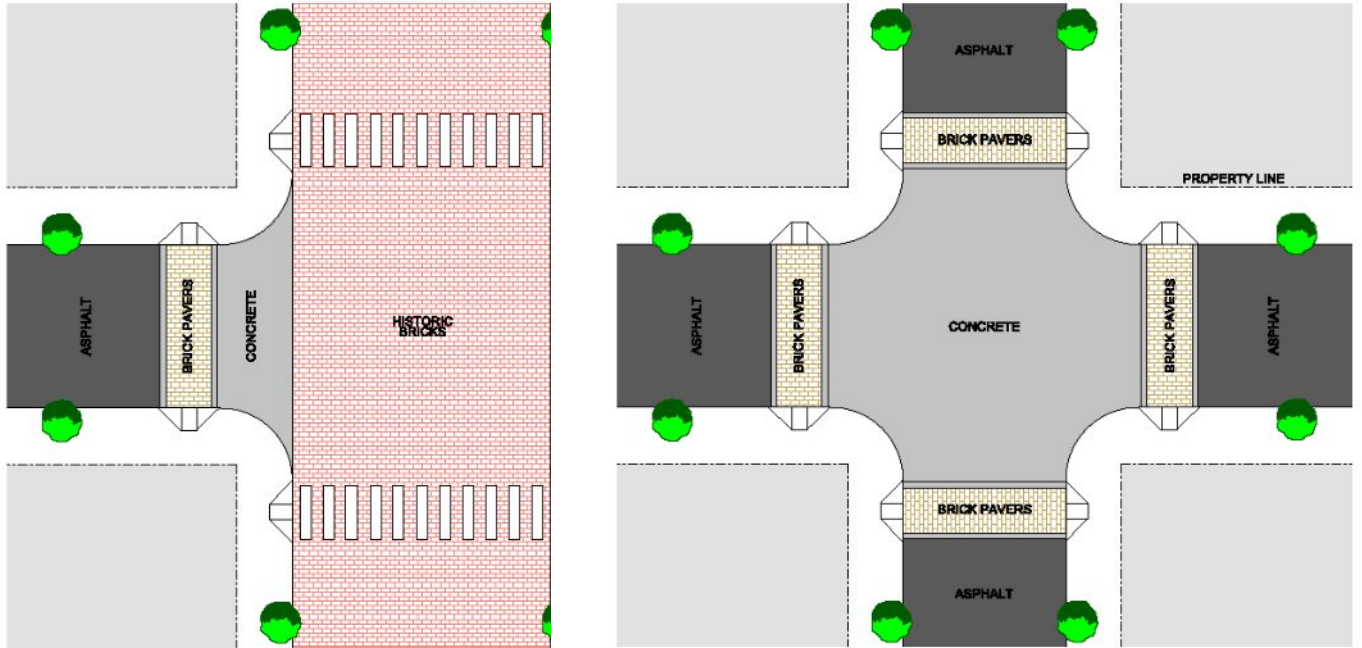


Figure 4: Intersection Paving Concepts

Specialty Vehicular and Pedestrian Lighting

Lighting is important both for safety and for the ambiance of the neighborhood. Pedestrian level lighting further reinforces the human scale of downtown Lubbock and encourages outdoor activity.

In the downtown area, specialty lighting fixtures have been selected to provide a unique identity for the area. Two levels of lighting poles have been selected to provide flexibility in the public right-of-way: a medium pedestrian light standard and a tall vehicular or roadway lighting standard.

- Specialty vehicular lighting will be restricted to gateway and corridor streets as identified in Chapter 3. See Figure 5: Gateways and Corridors.
- Street and pedestrian lighting shall be spun concrete poles with a polished, exposed aggregate finish as specified in *Appendix A: Vehicular and Pedestrian Lighting Specifications*.
- Specialty pedestrian lighting is required on all gateway and corridor streets and for any projects encompassing a full block face or more and may be installed for smaller projects if approved in the landscape plan review.
- A lighting plan will be submitted to and approved by the City of Lubbock on all projects where lighting is required or proposed in the right-of-way.

The following general conditions will apply in every area where specialty lighting is used. More detailed information is included in *Appendix A: Vehicular and Pedestrian Lighting Specifications*.

- Lighting will include full cutoff and cutoff lighting fixtures as defined by the Illuminating Engineering Society of North America (IES).
- All new vehicular and pedestrian lighting shall be LED to provide a white-colored light that is excellent for color clarity.
- All GFCI outlets will be placed on separately controlled and switched circuits with both photocell and programmable timing devices for each circuit.
- Pedestrian lighting will be spaced evenly along the block in relationship to each other and to the street centerline. Across the street relationships should also be considered, as well as spacing to provide illumination at alley intersections.
- Vehicular lighting will be placed at every intersection, with at least one additional light at mid block.

Public Parks, Plazas, and Features

Several parks and open spaces have been proposed in the CBD Action Plan to serve the public by providing green spaces. These spaces will serve as anchors for the proposed districts. Designs for these public spaces shall conform to these standards and specific plans will be reviewed under the process outlined in this document.

Public Art and Banners

Public art is a major component in enhancing a community's visual image. In Downtown Lubbock, sculpture, architectural trellises, pavilions, and similar symbolic structures will add interest to public parks, plazas, and squares. Many of these elements have already been implemented in various parts of Downtown and new works should complement existing art. In addition, banners from vehicular light standards on gateway and corridor streets will add to the urban ambiance of downtown.

Any proposed art work or banners in the public right-of-way will be submitted to the City of Lubbock for consideration and approval before the work is installed. Artwork and banners will meet all Zoning Ordinance requirements, be approved by the Planning Department, and may not conflict with the sign code. Such artwork and banners may not have a business name included, nor be an artistic expression of the particular type of business on the parcel.

Street Signage

Street signs, stop signs, parking signs, directional signs, and informational signs will be coordinated to establish a unified appearance within the Downtown area.

- Signage should be placed to ensure a clear pedestrian pathway without restricting visibility at intersections

- A decorative logo will be included on street sign toppers. A graphic design package will be developed for the area.
- Signs will be installed in a visually pleasing manner that coordinates with the rest of the street amenities. However, all devices will be installed in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

Utilities

City of Lubbock Resolution 2011-R0287 adopted on July 14, 2011, noted that “among the goals and objectives of the Downtown Revitalization Plan were the goals of reducing the fragmentation of blocks caused by bidirectional alleys, [and] working with utilities to consolidate and co-locate physical infrastructure located in these alleys.” In adopting this Resolution, “City Council has determined that it is reasonably necessary for all utilities located overhead in the streets and alleys of the downtown area to be relocated into an underground duct system as this public improvement is installed by the City of Lubbock” and provided a mechanism for notification of utility relocation.

The City's intent is to keep the alleys and pedestrian area of the right-of-way clear of utility obstructions, including poles and control boxes. The pre-application interview with the Director of Planning will include discussion on the requirements for underground utility placement and positioning and relocation of above ground obstructions into the City-installed underground duct system.

Public and private utility services should be placed to avoid trees and not to disrupt their alignment or spacing. Special attention must be paid to preserving visual access at corners for pedestrians and motorists. Utilities should be placed before any right-of-way improvements are made.

Traffic signal boxes, transformers, telephone switching boxes, or other utilities that cannot be located underground or accommodated by easements on adjacent private property should be located away from building entrances and main views within the right-of-way.

Any utility boxes that are visible in the right-of-way shall be painted Sherwin Williams SW2140 Sealskin High Gloss Enamel or equivalent.

Benches

- Witt Stadium Series 72 inch slatted metal bench with arm rest. The benches must be

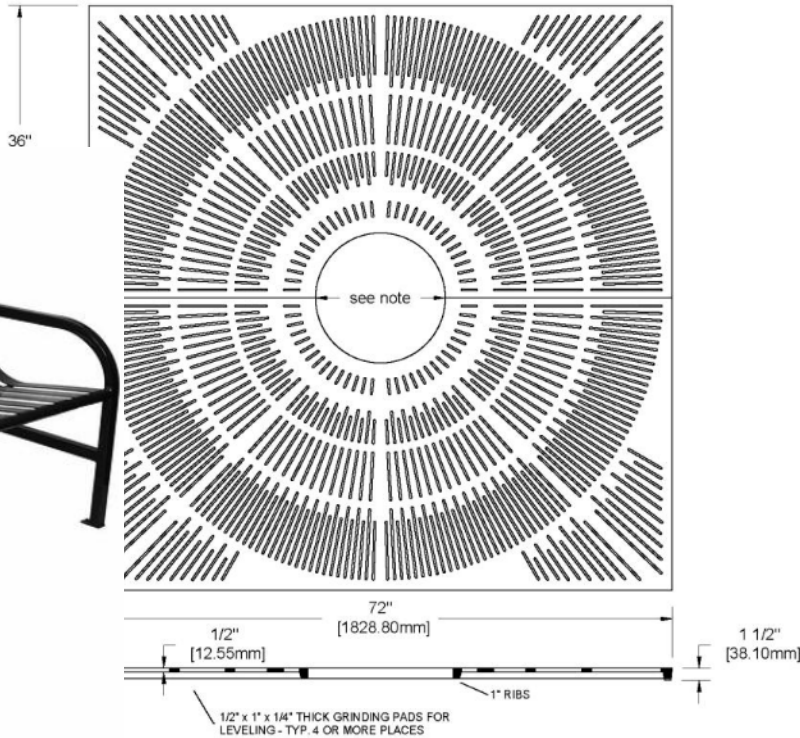
p
o
w
d
e
r
-
c
o
a
t
e
d

a
n
d
black.



Tree Grates

The selected tree grates for the downtown public improvements are the Ironsmith Starburst series 1, cast iron tree grate, grey as cast, 72 inches square in halves, with 1/4 inch maximum slot openings. The same grate, 60 inches square or the East Jordan Ironworks 8694 4 ft. by 8 ft. rectangular tree grate in natural unfinished gray iron may be used if right-of-way width will not allow the larger grate and if approved in the



review of the landscape plan.

Trash Receptacles

Trash Receptacles will be Highland Products Group 32-Gallon Steel Strap Receptacle. Receptacles must be powder-coated and black.



Bus Stops

Bus shelters are only allowed on designated bus routes in the downtown area. Bus shelters will include seating and provide for protection from the wind and sun. Bus shelters placed as part of a private redevelopment effort must be reviewed by the City and Citibus.

Bollards

Although bollards are not encouraged, they may be needed in some areas for pedestrian safety, and will be approved on a case by case basis in the landscape plan review. Lighted bollards are not allowed.

Bicycle Racks

Bicycle racks will be Krauss Craft, Inc. Bollard Bike Rack 2-Loops 7220. The racks must be powder-coated and black.

Basic specifications for bus shelters will be “Simple Bronze on Bronze barrel tops with three sides, ADA compliant, interior bench and



a front half panel.” Existing similar shelters are Handi-Hut Model 4-1B.

CHAPTER 3: Gateway and Corridor Streets

Introduction

During the initial studies of downtown Lubbock, a framework for improvements was established by first identifying the main gateway and corridor streets that define the area. Gateway features, specialty paving, landscaping, street furnishings, and banners on light poles will serve as unifying elements and contribute to the ambiance of gateway and corridor streets. See *Figure 5: Gateways and Corridors*.

The gateway streets include the portions of Avenue Q, 19th Street, Broadway, Buddy Holly Avenue, Mac Davis Lane, Glenna Goodacre Boulevard, and Avenue L shown on *Figure 5: Gateways and Corridors*. Avenue J, 15th Street, and 16th Street are corridor streets connecting different areas of downtown. Since 19th Street and Avenue Q are under the jurisdiction of the Texas Department of Transportation, any improvements on those streets must be approved by and coordinated with the Lubbock District office.

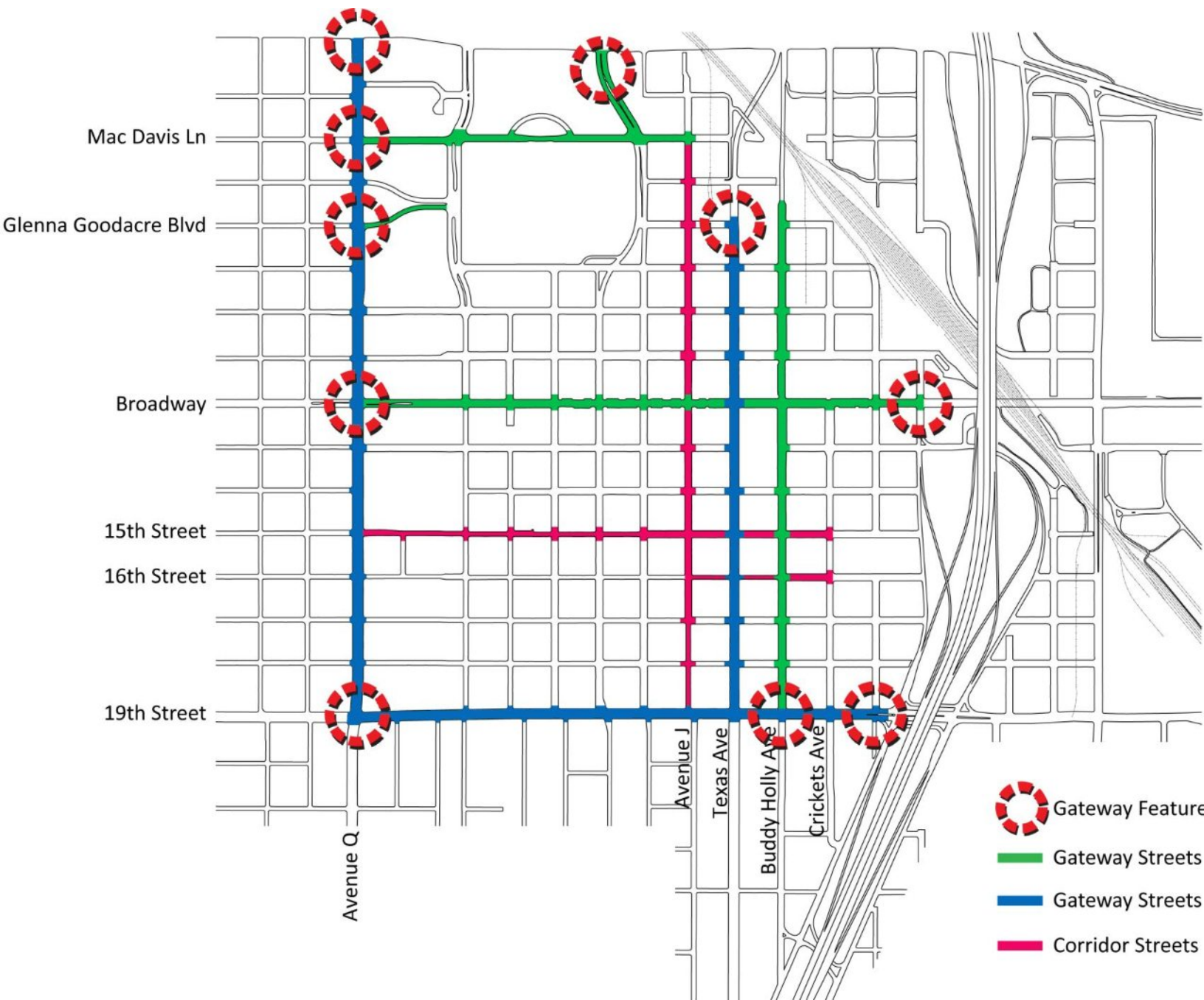
Certain amenities will be limited to gateway and corridor streets. Street furnishings will be spaced along each block, including three benches, a trash receptacle, and two bicycle racks per block face. Specialty vehicular lighting where banners can be displayed will help define the special nature of these streets. Banner locations will be limited to these streets. Unique pedestrian crossings, including specialty paving, will add to the character of the street by further defining intersections and promoting pedestrian safety.



Markers and monuments create a sense of arrival into downtown Lubbock as well as transition between districts. Such features give the first impression of a place. Downtown Lubbock has several identified gateway points that will require a special treatment. Recommended locations of gateway features are indicated on *Figure 5: Gateways and Corridors*.

Traffic Impact

Any development that expects to generate high Average Daily Traffic (ADT) or high traffic due to regularly scheduled events shall be required to conduct and provide the City of Lubbock with results from traffic studies. The traffic studies should show analysis with current street layouts or proposed street modifications. Current and future impacts to downtown Lubbock's pedestrian, vehicular, and transit circulation should be considered in the traffic analysis.



Gateway Streets

Gateway streets are the major streets into downtown Lubbock and the introduction to downtown for most travelers. See Figure 5: Gateways and Corridors. These streets typically have a higher volume of vehicular traffic. Because of their higher traffic carrying capacity, gateway streets should have less frequent vehicular access points or curb cuts. The size and number of vehicular access points or curb cuts per site development on the Gateway and Corridor streets will be coordinated with City of Lubbock staff for approval.

Broadway

Broadway has historically been the spine of the Central Business District, linking the entrance to Texas Tech University and downtown Lubbock. In 1995, improvements on Broadway between University Avenue and Martin Luther King Boulevard were completed with a major Texas Department of Transportation grant. Pedestrian and vehicular lighting, street trees, and specialty paving were early efforts to establish an urban design theme for downtown Lubbock.

Some changes will be needed to unify Broadway's existing enhancements with those proposed for the rest of the CB-2 zoning district. Any redevelopment of property along the Broadway corridor will be required to match the style and design of the existing corridor as best possible with additional requirements of required site furnishings as per this document.

Buddy Holly Avenue

Buddy Holly Avenue is already established as the gateway to the Depot District. It also serves as a corridor through the Central Business District, terminating at IH 27 on both the north and south.

The Buddy Holly Avenue right-of-way measures 100 feet between property lines. This expansive width allows for multiple lanes of

vehicular traffic, tree-lined streets, and on-street parking.

Mac Davis Lane

Mac Davis Lane is a gateway into the Memorial Civic Center and Arts District from Avenue Q. A special treatment is necessary to distinguish arrival into these special zones. Additional trees located on properties adjacent to the right-of-way will create a park-like setting within the Civic Center district.

Glenna Goodacre Boulevard

During the redevelopment of North Overton, Glenna Goodacre Boulevard was designated as the central spine through that neighborhood. Extending the Glenna Goodacre improvements across Avenue Q to Avenue O will enhance the entry to the Civic Center.



Corridor Streets

Corridor streets serve as the crucial links between districts within downtown Lubbock. The most important of these is Avenue J, which has been identified as the best link between the Depot District and the Arts District. Similarly, portions of 15th Street and 16th Street will serve as corridors within the Depot District. Special street conditions are necessary for such corridors in order to accommodate pedestrian activity. The identified gateway streets mentioned previously will also serve as corridor streets.

Avenue J

Serving as the link between the Depot District and the Arts District, Avenue J was proposed in the CBD Action Plan to become a ground-floor, retail corridor. It is important that Ave J be developed as a pedestrian-friendly retail corridor and that development along Avenue J set the standard for other projects.

The Avenue J right-of-way measures 75 feet between property lines. This presents a complex design challenge as the corridor must allow for pedestrian and cyclist activities, street amenities and plantings, outdoor dining spaces, and lanes for medium-level vehicular traffic.

Because Avenue J is proposed as the main retail spine of the Central Business District, it is important that the right-of-way improvements within this corridor promote a pedestrian-friendly environment.

An increased level of pedestrian seating will accommodate outdoor activity. Additional trash receptacles will ensure the cleanliness of the corridor and extra bike racks will promote transportation by bicycle.

15th Street & 16th Streets

15th Street and 16th Street between Avenue J and Crickets Avenue are also corridor streets with the Depot District and will receive a similar treatment to Avenue J.

CHAPTER 4: Landscaping

General Landscaping

The following general landscaping standards apply to all public right-of-way in the Downtown area and are to be used as a supplement to the existing requirements for right-of-way maintenance in the City of Lubbock Zoning Ordinance. Lubbock has a semi-arid climate with a limited selection of native plant material that can thrive on the small amount of annual rainfall received. Therefore, it is in the best interest of the City to pursue landscaping enhancements which promote water conservation.

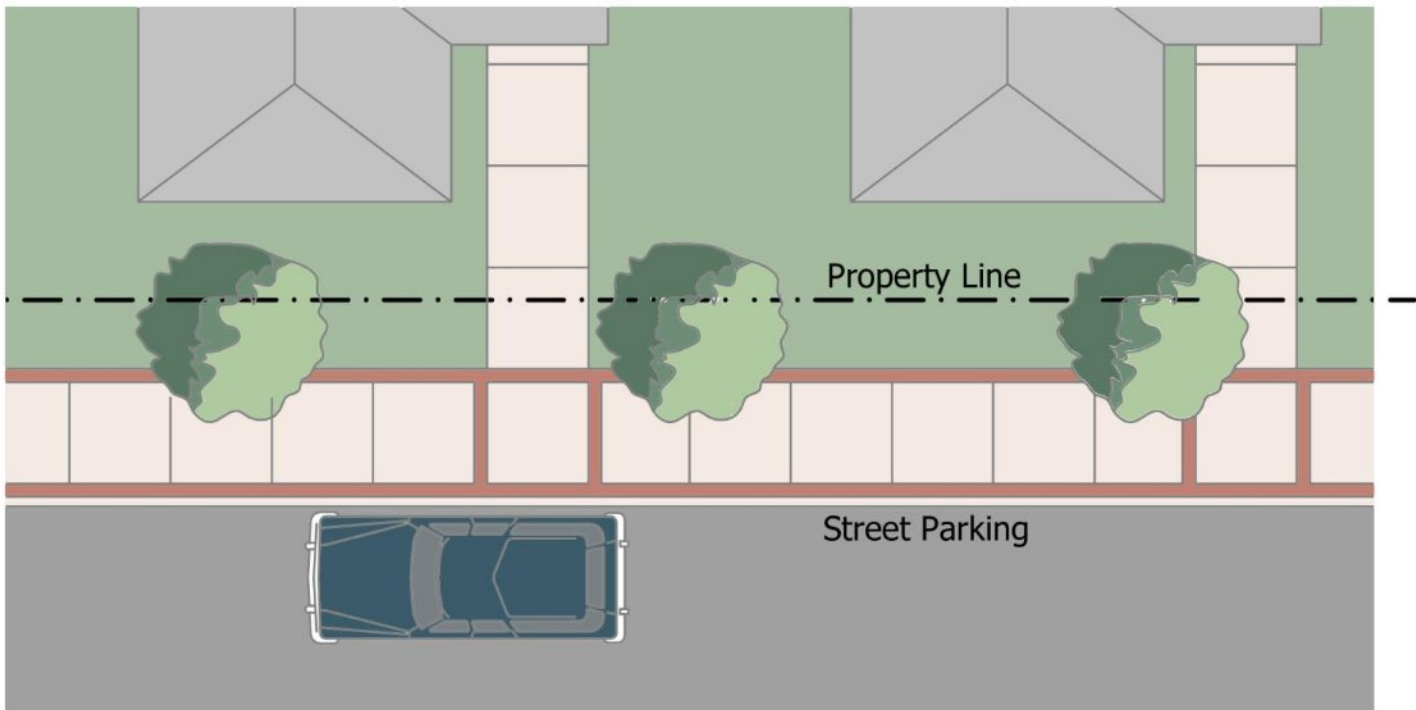
When a private developer initiates a project in downtown, a landscape plan will be submitted as part of a building permit request. During zoning review, the Director of Planning will coordinate review of the landscape and irrigation plan with the Director of Parks.

- All plant material planted in the public right-of-way, including trees, will be irrigated. Permanent, automatic irrigation systems will be installed and tested prior to the installation of any plant material. Irrigation systems will utilize drip irrigation, subsurface irrigation or other water-conserving methods or technologies where possible.
- Except on residential projects, irrigation control will be centralized with the Parks Department according to the approved landscape plan.
- The use of a hose bib for irrigation in the public right-of-way, as allowed elsewhere in the Zoning Ordinance, shall not be allowed within the area included in the Public Improvement Standards. However, at least one quick coupler

connection to a water source is required per block.

- A balance of trees, shrubs, ornamental grasses, and groundcover is encouraged. Climatically-adapted plant species should predominate for hardiness in urban conditions and to minimize maintenance. See *Appendix B: Plant Materials* for a list of selected plant materials for the Downtown area.
- Trees, shrubs, ornamental grasses, and groundcovers of the same species should be massed in groupings. Individual plants should only be planted when the intent is to highlight the species due to its unique color or form. Plantings with similar watering patterns will be grouped within the proper irrigation zones.
- The use of flowering or brightly colored foliage creates color and interest. Seasonal color is encouraged as an accent to permanent bed plantings.
- The use of raised planters is highly encouraged to make plantings visible and easier to maintain where foot traffic is dense or parkway width is limited.
- Planting beds will be dressed with a minimum of 1.5 inches of “Jog Blend” limestone screenings mulch from R.E. Janes Gravel Company, Slaton, Texas, or equivalent or 3 inches of shredded cedar bark mulch to retain soil moisture, establish healthy root systems, and reduce weeds.
- The use of shade trees is encouraged in and around surface parking lots, streets, and other large areas of paving. Deciduous trees on the south and west sides of buildings and public use areas add shade in the summer and allow filtered light in the winter.

- Turf will only be used in low-density residential parkways, single-family yards, public parks, and open spaces exceeding 400 square feet in the CB-3 zoning district.
- Trees in or adjacent to the right-of-way will be trimmed so that foliage is less than 80 inches above the top of curb of the adjacent street. Plant materials other than trees in the right-of-way may not exceed 2 to 3 feet in height as required by the Lubbock Code or Ordinances, Section 40.03.212. See Figure 11: View Obstruction.



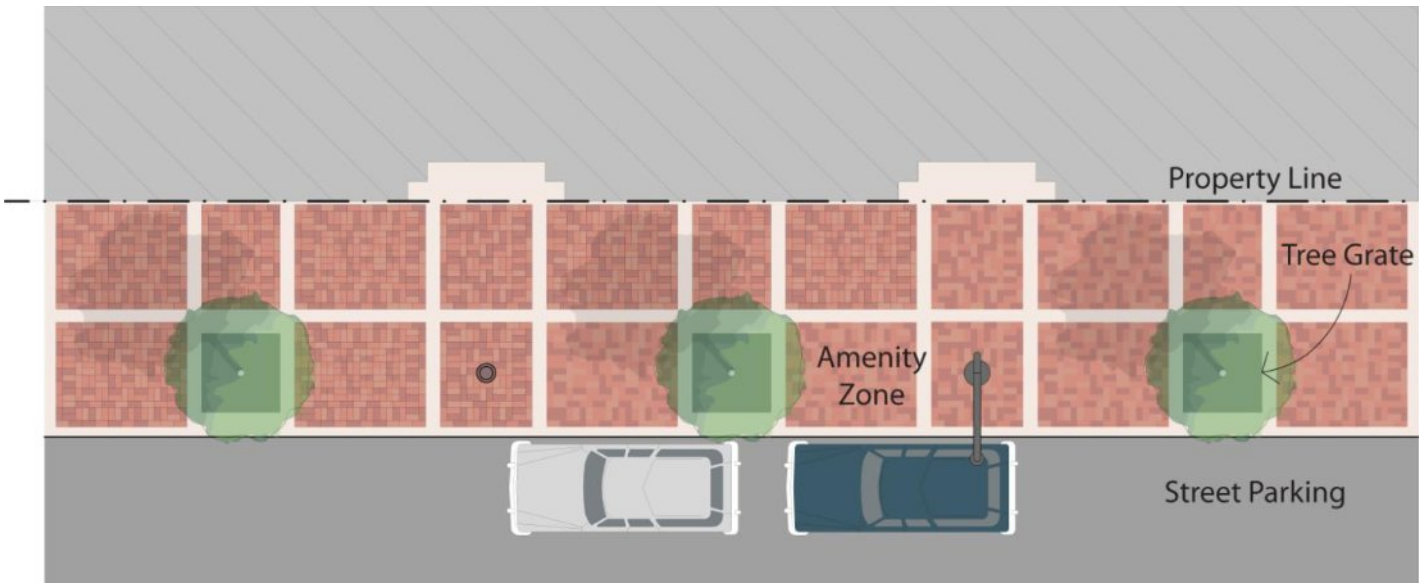


Figure 7: Urban Amenity Zone Detail



Figure 8: Planter Pocket Detail

Street Tree Framework

Street trees are inviting and help define major gateways and corridors in the Downtown area. They soften the edges where buildings meet the street, offer shade to pedestrians, and help cool the pedestrian environment.

In order to establish a consistent design concept for public spaces in the Downtown area, Figure 9: Street Tree Framework Plan, specifies the specific tree species for each street and at each intersection. Trees will have a minimum 4 inch caliper as measured by ANSI standard nursery practices.

The following general street tree standards apply to all streets or adjacent properties undergoing improvements and should be used with Figure 9: Street Tree Framework Plan in developing landscape plans.

- Street trees are required on all streets or adjacent properties undergoing improvements. Space trees a maximum of 47 feet on center along a street block with allowance for variations in spacing for curb cuts, alleys, and drives.
- The 47 foot spacing is derived from the historic block dimension of most downtown blocks being approximately 250 feet square with 20 foot alleys in the center. One tree per every 47 feet should allow for an approximately 40 foot clear zone from the property line corners of each block and five subsequent trees in the midblock zone per historic 270 feet of block face. Spacing of trees should start from the centerline of each block and work towards the edges.
- Trees will be aligned and in straight rows, parallel to the curb. Ideally, trees will be centered in the space in which they are planted but need to line up down the continuous length of the street when possible. Align trees across the street and space them evenly along the block in relationship to each other and to the street centerline where possible.
- Adjustments can be made for blocks not having the traditional dimensions, but tree spacing should be kept proportional. Where blocks have been consolidated, this spacing should be maintained as closely as possible to coordinate with spacing throughout the remaining downtown area. See Figure 10: Typical Block Spacing Diagram.
- Existing trees and their root systems should be protected during construction through the use of barricades and fencing.
- Tree grates are required for trees in the right-of-way in all zoning districts except CB-3. Tree grates provide for the required exchange of water and oxygen for tree roots while still providing a navigable surface for pedestrian walking. See Detail
- The preferred condition for placement of street trees in the high and low density areas of the CB-3 zoning district is in the right-of-way behind a 6 foot sidewalk placed along the back of curb. These trees will appear to be in the yard or landscaping of the adjacent development but will be planted in the right-of-way between the back of sidewalk and property line. See Figure 6: Residential Parkway Detail.



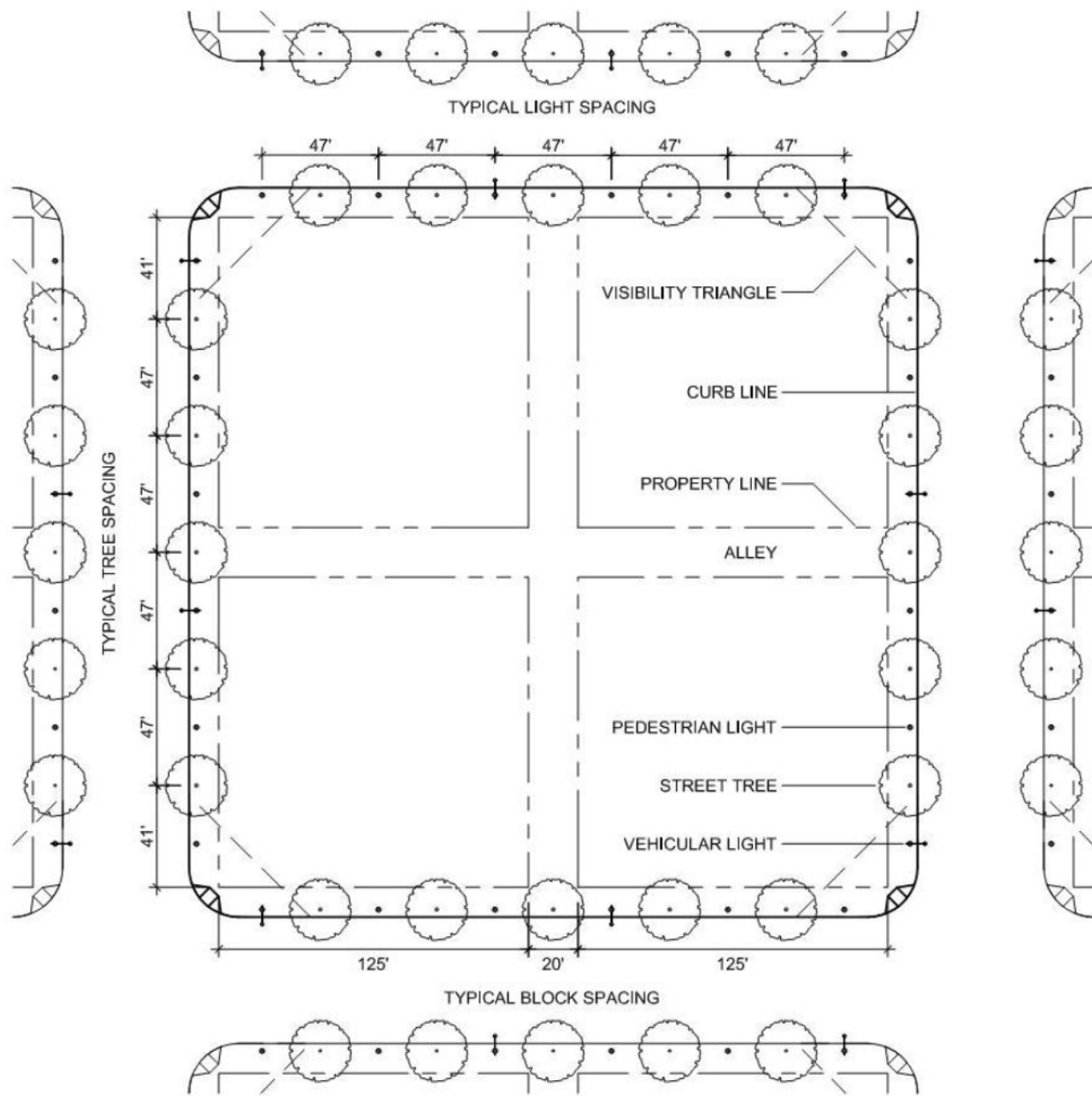


Figure 10: Typical Block Spacing Diagram for Trees and Lights

Section 2

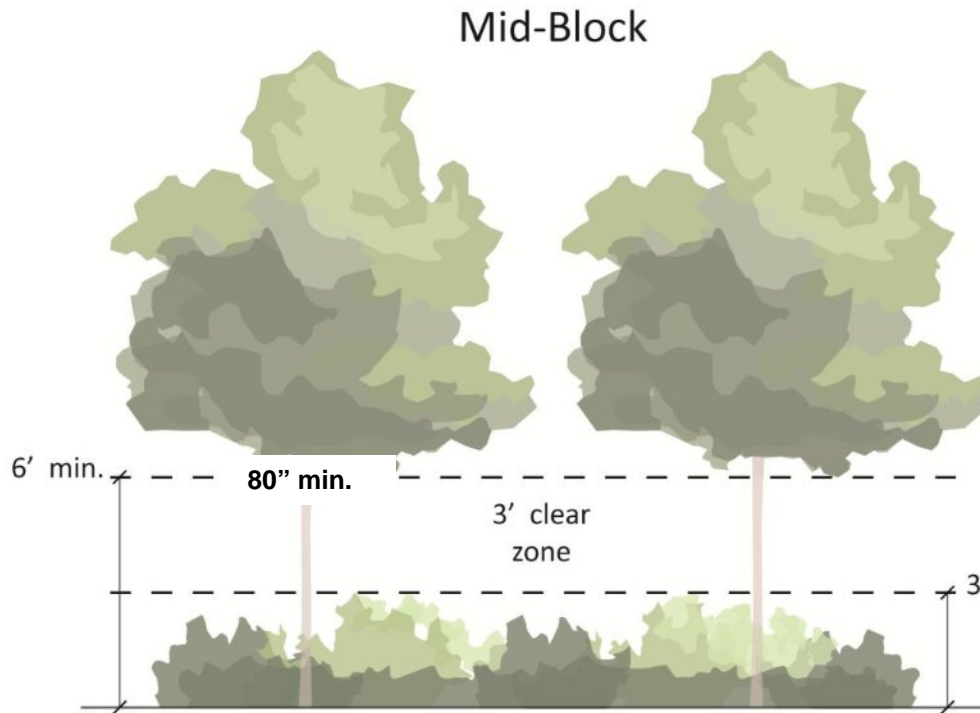
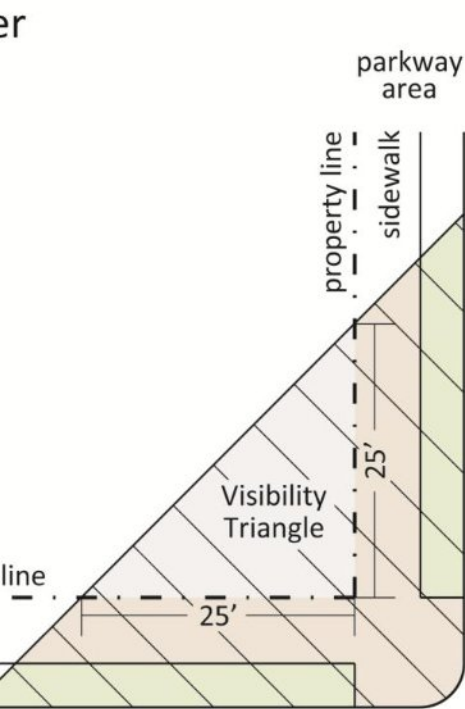


Figure 11: View Obstruction Illustration,
Zoning Ordinance Section 40.03.212

Appendix A: Street and Pedestrian Lighting Specification

Lighting is important both for safety and for the ambiance of the neighborhood. Pedestrian level lighting further reinforces the human scale of the neighborhood and encourages outdoor activity. Two levels of light standards have been selected to provide flexibility in the public right-of-way: a medium pedestrian light pole and a tall vehicular or roadway lighting pole. In addition, a coordinating wall-mounted fixture is provided for use on private properties adjacent to the right-of-way. All lighting shall include full cutoff and cutoff lighting fixtures as defined by the Illuminating Engineering Society of North America (IES), and all vehicular and pedestrian lighting in the Overton Park TIF District shall be metal halide to provide a white-colored light that is excellent for color clarity.

Vehicular lighting poles on Gateway and Corridor Streets identified in Chapter 4 will include both inserts spun into the standards for banner arms and an outdoor-rated GFCI outlet mounted at the base of the lower banner arm for holiday lighting. All GFCI outlets should be placed on separately controlled and switched circuits with both photocell and programmable timing devices for each circuit.

Approved Pedestrian Lights

- Poles -Stresscrete Inc. 13 foot (above grade) ‘Washington’, Spun-Concrete Light Pole; Model KWC13-G-T-E90. Saluki Bronze color. Direct-embed type installation.
- Luminaires – King Luminaire Inc. “Washington” Luminaire; Model K118-LAR-II-100(MH)120-K-16. Light shall have internal louver mechanism to provide full cut-off to comply with “dark sky initiatives.”

Approved Wall-Mounted Area Lights

Some circumstances may call for flush-mount pedestrian or area lighting on building facades. If private property owners wish to coordinate with the streetscape lighting, the following is recommended:

- Fixtures: King Luminaire Inc. “San Carlos” Wall Bracket; Model KA52-W. Bronze color to best match Landscape Forms “Stormcloud” color.
- Luminaires – King Luminaire Inc. “Washington” Luminaire; Model K118-LAR-II-100(MH)120-K-16.

Approved Vehicular Lights

- Poles -Stresscrete Inc. 30 foot above grade ‘Washington’, Spun-Concrete Light Pole; Model KWH30-G-T-E90-GFI-BA; Saluki Bronze color. Direct-embed type installation. Light arms - KPL10-PR “Pipe” arms in a single configuration. Bronze color to match Landscape Forms “Stormcloud” color.
- Luminaires – King Luminaire Inc. “New York” Pendant Luminaire; Model K88-HGD-III-100(MH)-MOG-120. Bronze color to best match Landscape Forms “Stormcloud.” Ornamental pedestrian street lighting on concrete pole.

Pedestrian and Vehicular Lighting Spacing

- Vehicular lighting should be placed at every intersection with additional lights the greater of at least one per mid block or one per every 125 feet of continuous block length along each block face. Vehicular lighting at intersections should include two lights per intersection on diagonally opposing corners. Preferably, all intersection lights will be on the southwest and northeast corners of intersections. Each block face should include a minimum of two vehicular lights; one light at an intersection and one light near mid block. Where obstructions at these locations exist, a plan review should be coordinated with the City of Lubbock.
- Pedestrian lighting should be spaced every 47 feet on center along each side of a block, centered between street trees. The dimension of 47 feet is derived from the historic block dimension of most downtown blocks being 250 foot square. One pedestrian light per every 47 feet should allow for 6 pedestrian or vehicular lights per historic 250 feet of each block face. Where vehicular lights are required, they may be substituted for a pedestrian light. Where blocks have been consolidated, this spacing should be maintained as best possible to tie to the spacing throughout the remaining downtown area.

Pedestrian and Vehicular Lighting Exception for Residential

The following conditions will apply for residential redevelopment projects encompassing one block face or more with traditional single-family, townhouse, duplex, or similar medium density residential housing.

- Pedestrian light poles serving blocks with residential structures should generally be spaced evenly in relationship to the street trees. They should be spaced every 125' on center along each side of a block. The dimension of 125' is derived from the historic block dimension of most downtown blocks being 250' by 250'. One pedestrian light per every 125' should allow for one pedestrian light per historic 250' of each block face. Where vehicular lights are required, they may be substituted for a pedestrian light. Where blocks have been consolidated, this spacing should be maintained where feasible to tie to the spacing throughout the remaining area.
- Light poles will not obstruct a walkway into a residential yard.
- Vehicular lighting should be spaced at every intersection with additional lights per every 250' of continuous block length along each side of a block. Vehicular lighting at intersections should include two lights per intersection on diagonally opposing corners. Preferably, all intersection lights will be on the southwest and northeast corners of intersections.

Appendix B: Plant Materials

Street Trees within the Right-of-Way

All street trees, whether in planter pockets or parkways, shall be single-trunked and have a minimum 4 inch caliper as measured by ANSI standard nursery practices. Coniferous pines or upright evergreens such as junipers and cedars are not allowed as street trees.

Bur Oak	<i>Taxodium distichum</i>
Cedar Elm	<i>Ulmus crassifolia</i>
Chinese Pistache	<i>Pistacia chinensis</i>
Live Oak	<i>Quercus virginiana</i>
Red Oak	<i>Quercus shumardii</i>
Texas Red Oak	<i>Quercus buckleyii</i> 'Texana'
Japanese Zelkova	<i>Zelkova serrate</i> 'Green Vase'

Accent Trees

Accent trees may only be used in the right-of-way at gateways and special intersections and will have a minimum 4 inch caliper as measured by ANSI standard nursery practices. They may not be used to fulfill the street tree requirement.

Allee Lacebark Elm	<i>Ulmus parvifolia</i> 'Allee'
Bald Cypress	<i>Taxodium distichum</i>

Street Shrubs and Low-Height Perennials

The following species may be used in the right-of-way planting pockets.

Autumn Joy Sedum	<i>Sedum x 'Autumn Joy'</i>
Autumn Sage	<i>Salvia greggii</i>
Brown-Eyed Susan	<i>Rudbeckia hirta</i>
Compact Nandina	<i>Nandina compacta</i>
Coreopsis	<i>Coreopsis spp.</i>
Dianthus	<i>Dianthus spp.</i>
Dwarf Yaupon	<i>Ilex vomitoria</i>
Indian Hawthorn	<i>Raphiolepis indica</i>
Lantana	<i>Lantana spp.</i>
Siberica Iris	<i>Iris sibirica</i>
Stella de Oro Dwarf	<i>Hemerocallis x 'Stella de Oro'</i>
Daylily	
Texas Sage	<i>Leucophyllum frutescens</i>
Yarrow	<i>Achillea spp.</i>

Other Plant Materials

Shrubs and Perennials

Abelia	<i>Abelia grandiflora</i>
Artemisia	<i>Artemisia spp.</i>
Aster	<i>Aster spp.</i>
Barberry	<i>Barberry spp.</i>
Burford Holly	<i>Ilex burfordii</i>
Butterfly Bush	<i>Buddleia davidii</i>
Columbine	<i>Aquilegia spp.</i>
Dense Yew	<i>Taxus media</i> ' <i>Desiformis</i> '
Forsythia	<i>Forsythia intermedia</i>
Red Yucca	<i>Hesperaloe parviflora</i>
Rose (Multiple Varieties)	<i>Rosa spp.</i>
Russian Sage	<i>Perovskia atriplicifolia</i>
Sedum	<i>Sedum spp.</i>
Silverberry	<i>Eleagnus ebbingei</i>
Spirea	<i>Spirea vanhouttei</i>
Yellow Yucca	<i>Hesperaloe parviflora</i>

Ornamental Grasses

Big Blue Lily Turf	<i>Liriope muscari</i>
Blue Grama Grass	<i>Buchloe gracilis</i>
Blue Lyme Grass	<i>Elymus arenarius</i>
Buffalo Grass	<i>Buchloe dactyloides</i>
Fountain Grass	<i>Pennisetum alopecuroides</i>
Giant Liriope	<i>Liriope muscari</i> ' <i>Gigantea</i> '
Hameln Grass	<i>Pennisetum alopecuroides</i> ' <i>Hamlen</i> '
Japanese Ribbon Grass	<i>Phalaris arundinacea</i>
Japanese Silvergrass	<i>Miscanthus sinensis</i> ' <i>Variegata</i> '
Karl Forester Feather Reed Grass	<i>Calamagrostis acutiflora</i> 'Karl Forester'
Lindheimer's Muhly	<i>Muhlenbergia linheimeri</i>
Northern Seat Oats	<i>Chasmanthium</i>

Purple Fountain Grass	<i>latifolium</i> <i>Pennisetum staceum</i> ' <i>Rubrum</i> '
Side Oats Grama	<i>Bouteloua curtipendula</i>

Vines

Clematis	<i>Clematis spp.</i>
Coral Honeysuckle	<i>Lonicera sempervirens</i>
Five Leaf Akebia	<i>Akebia quinata</i>
Purple Honeysuckle	<i>Lonicera japonica</i> ' <i>Purpurea</i> '
Texas Wisteria	<i>Wisteria frutescens</i>

Groundcovers

Blue Rug Juniper	<i>Juniperus horizontalis</i> ' <i>Wiltonii</i> '
Dusty Miller	<i>Senecio cineraria</i>
English Ivy	<i>Hedera helix</i>
Green or Gray Santolina	<i>Santolina virens</i>
Huntington Carpet Rosemary	<i>Rosmarinus officinalis</i> ' <i>Huntington Carpet</i> '
Ice Plant	<i>Carpobrotus edulis</i>
Lambs Ear	<i>Stachys spp.</i>
Purple leaf Euonymous	<i>Euonymous fortune</i> ' <i>Colorado</i> '
Verbena	<i>Verbena canadensis</i>
Vinca	<i>Vinca major</i>
Winter creeper	<i>Euonymous fortune</i>



Regular City Council Meeting

5. 7.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Amendment Resolution – Public Works Engineering: Consider a resolution for support of the nomination of north University Avenue from U.S. 82 (Marsha Sharp Freeway) to U.S. 84 (Clovis Highway) for the Texas Department of Transportation’s Transportation Enhancement Program and authorizing the Mayor to sign any supporting documentation for the nomination package.

Item Summary

At the October 25, 2012, City Council meeting, staff gave a work session presentation for the possible submittal of North University Avenue from U.S. 82 (Marsha Sharp Freeway) to U.S. 84 (Clovis Highway) for the Transportation Enhancement Program administered through the Texas Department of Transportation. This resolution is for the official nomination of the project that will include new sidewalk with brick pavers, new curb and gutter, trees, tree grates, irrigation, pedestrian lighting, and a few additional amenities such as benches.

The resolution commits the City to a local cash match for the construction of the project, if selected, and the long term maintenance of the project once completed. The total cost, matching funds required, and a copy of the nomination package will be provided to the City Council by memo prior to the City Council meeting.

Fiscal Impact

Funds are available in Capital Improvement Project 92287, North University – Buddy Holly Recreational Area enhancements.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution - North University

RESOLUTION

WHEREAS, the City of Lubbock, Texas desires to submit an application for the development of the North University Streetscape Project to be submitted to the Texas Department of Transportation Statewide Transportation Enhancement Program for a project nomination provided by the Moving Ahead for Progress Federal Highway Bill; and

WHEREAS, the Project will beautify North University Avenue and create an attractive entrance into the City and Texas Tech University; and

WHEREAS, the City desires to establish its commitment to pledge a local match in accordance with the Texas Transportation Enhancement Program guidelines; and

WHEREAS, the City commits the project's development, implementation, construction, maintenance and financing; NOW THEREFORE:

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

THAT the Mayor is hereby authorized to execute all documents necessary for the submission of the North University Streetscape Project.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

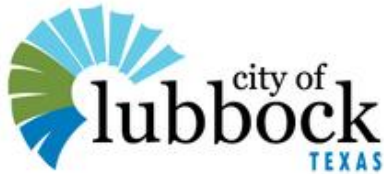


Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



Regular City Council Meeting

5. 8.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute unit price Contract 10841 with Advanced Communications USA, Inc., for the construction of new 6 inch and 8 inch water mains and abandonment of existing 2 inch water mains in central Lubbock, Bid 12-10841-CI.

Item Summary

This project involves the construction of new 6 inch and 8 inch water mains and the abandonment of the existing 2 inch water mains located generally from 19th Street to 34th Street between University Avenue and Avenue Q. The project will replace existing fire hydrants and reconnect all existing services along the new water lines. The existing lines need replacement due to tuberculation of the line causing low water flow and pressure in these areas.

Bids were received by the following companies:

Advanced Communications USA, Inc., of Blue Bell, PA	\$1,198,794
L. Howard Construction of Abernathy, TX	1,230,929
Utility Contractors of America, Inc., of Lubbock, TX	1,235,403
Lewis Construction Company of Dumas, TX	1,266,927
Deerwood Construction of Lubbock, TX	1,426,893

The bid for this project is awarded by unit price. The total amount of this award is estimated and actual expenditures may be more or less depending on actual need. The price per unit will not change.

Staff recommends contract award to the lowest bidder, Advanced Communications USA, Inc., of Blue Bell, Pennsylvania for \$1,198,794. Time for completion is 330 consecutive calendar days with liquidated damages of \$300 per consecutive calendar day.

Fiscal Impact

\$4,519,040 is appropriated in Capital Improvement Project 91007, Comprehensive Water Line Change Outs, with \$1,198,794 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Advanced Comm.

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 10841 for a 2" water line change out, by and between the City of Lubbock and Advanced Communications USA, Inc. of Blue Bell, Pennsylvania, 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:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

vw:ccdcs/RES.Contract-Advanced Communications
October 12, 2012

**BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: OCTOBER 2, 2012

ITB 12-10841-C1, 2" Water Line Change Out

Bid of ADVANCED COMMUNICATIONS USA, INC (hereinafter called Bidder)

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


Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **2" Water Line Change Out**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	Mobilization - Including Contractor mobilization, insurance, payment bond, performance bond, and demobilization.	1	LS	24,390.00	\$ 24,390.00
2	Provide and maintain a Traffic Control Plan - Preparation, approval from COL Traffic Engineering, and all other work considered incidental to this item.	1	LS	6450.00	6450.00
3	Provide and maintain a SWPPP - Including preparation, NOI, NOT, and all other work considered incidental to this item.	1	LS	1500.00	1500.00
4	Trench Safety - Complete and in-place.	10,735	LF	.40	4294.00
5	Furnish and install 4" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work. Adjustments required to the water line for utility crossings including fittings and all necessary tools are subsidiary to the bid item.	95	LF	23.11	2195.45
6	Furnish and install 6" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work. Adjustments required to the water line for utility crossings including fittings and all necessary tools are subsidiary to the bid item.	9,735	LF	28.07	273,261.45
7	Furnish and install 8" C-900 DR-18 approved water pipe in open cut trench, backfilled to 95% compaction, and tested as herein specified, including all equipment, tools, and labor to perform work. Adjustments required to the water line for utility crossings including fittings and all necessary tools are subsidiary to the bid item.	1,000	LF	34.28	34,280.00

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
8	Furnish and install all required fittings as herein specified, including all equipment, tools, and labor to perform work.	3,220	LBS	2.01	6472.20
9	Furnish and install 6" x 4" tapping sleeve as herein specified, including all equipment, tools, and labor to perform work.	18	EA	1364.60	24,562.80
10	Furnish and install 10" x 6" tapping sleeve as herein specified, including all equipment, tools, and labor to perform work.	5	EA	1838.90	9194.50
11	Furnish and install 10" x 8" tapping sleeve as herein specified, including all equipment, tools, and labor to perform work.	2	EA	1976.00	3952.00
12	Furnish and install 1" polyethylene tubing for service line as herein specified, including all equipment, tools, and labor to perform work. Line shall be replaced from the proposed line to the existing meter.	3,900	LF	.36	1404.00
13	Install 1" water taps and connect to existing meter as herein specified, including all equipment, tools, and labor to perform work.	319	EA	973.68	310,603.92
14	Install and replace existing meter box as required, including all equipment, tools, and labor to perform work.	100	EA	127.54	12,754.00
15	Furnish and install Fire Hydrant and reconnect as herein specified, including all equipment, tools, and labor to perform work.	5	EA	2212.85	11,064.25
16	Furnish and install 4" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	16	EA	901.47	14,423.52
17	Furnish and install 6" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	21	EA	1121.28	23,546.88
18	Furnish and install 8" gate valve and box as herein specified, including all equipment, tools, and labor to perform work.	3	EA	1442.78	4328.34
19	Cut, plug, and abandon valve on existing 2" water line as herein specified, including all equipment, tools, and labor to perform work.	30	EA	715.60	21,468.00
20	Flowable backfill as approved, complete and in place per COL Specifications.	540	CY	161.72	87,328.80
21	Sawcut and remove existing paving, including all material, equipment, and labor to perform removal, disposal, and all other work considered incidental to this item.	23,200	SF	4.50	104,400.00
22	Repair asphalt paving, including all material, equipment, and labor to perform subgrade compaction and testing. HMAc installation per COL Specifications and all other work considered incidental to this item.	23,200	SF	9.35	216,920.00
TOTAL BASE BID (ITEMS 1 - 22)					\$ 1,198,794.11



 Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **Three-Hundred Thirty (330) Consecutive Calendar Days** thereafter as stipulated in the specifications and other contract documents. An additional **Thirty (30) consecutive calendar days** shall be provided for achieving Final Completion from the date of Substantial Completion. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **Three-Hundred Dollars (\$300) for each consecutive calendar day** in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of SEVENTY (70) calendar days after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid; as provided in the contract documents.

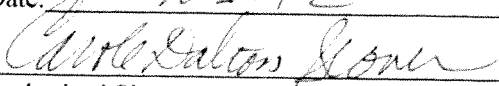
Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him

CRS Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for N/A Dollars (\$ N/A) or a Bid Bond in the sum of one million two hundred thousand five hundred ninety seven & 00/100 Dollars (\$ 1,200,597.05), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 10.2.12

 Authorized Signature
 Carole Dalton Slover, Vice President
 (Printed or Typed Name)

(Seal if Bidder is a Corporation)

ATTEST:

 Secretary Kyle M. Hall

Advanced Communications USA, Inc.
 Company
1777 Sentry Parkway West, Suite 302
 Address
Blue Bell, Montgomery
 City, County
Pennsylvania, 19422
 State Zip Code
 Telephone: 267 - 464-1700
 Fax: 267 - 464-1734

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/24/2012
 Addenda No. 2 Date 9/27/2012
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.
27-3900091

EMAIL: mwilson@nexlinkgs.com

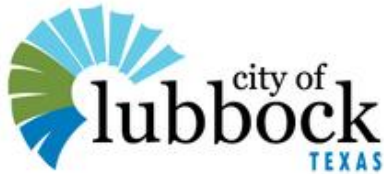
M/WBE Firm:

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 8, 2012**

Capital Project Number:	91007
Capital Project Name:	Water Line Changeouts

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 215,765
Professional Services	2,381
Water Sys Improvements	142,757
Sewer Sys Improvements	22,766
Craig Wallace Construction	12,805
Turf Tech Irrigation	2,000
Park Improvements	15,651
Purchasing Advertising	245
Buddy Holly 6" Water Line Change Out	172,857
 <i>Agenda Items: November 08, 2012</i>	
Advanced Communications USA, Inc.	1,198,794
<i>Encumbered/Expended to Date</i>	1,786,021
 <i>Estimated Costs for Remaining Appropriation</i>	
Water System Improvements	2,733,019
<i>Remaining Appropriation</i>	2,733,019
Total Appropriation To Date	\$ 4,519,040



Regular City Council Meeting

5. 9.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute unit price Contract 10872 with West Texas Paving, Inc., for the construction of site improvements for the Sanitary Sewer Lift Station No. 54, BID 12-10872-DG.

Item Summary

This project includes the construction of site improvements to the sanitary sewer lift station located at Marsha Sharp Freeway and 4th Street. Access to the lift station was altered with the construction of an overpass associated with the Marsha Sharp Freeway. Improvements include providing an all-weather access road, raising the lift station lid to facilitate site grading, and changing to the current parking and access configuration. The project is necessary to ensure proper access for City of Lubbock Vac-Con trucks and other maintenance vehicles.

Bids were received by the following companies:

West Texas Paving, Inc., of Lubbock, TX	\$ 89,700
Campbell-West Infrastructure Construction, LLC, of Lubbock, TX	92,466

The bid for this project is awarded by unit price. The total amount of this award is estimated and actual expenditures may be more or less depending on actual need. The price per unit will not change.

Staff recommends contract award to the low bidder, West Texas Paving, Inc. of Lubbock, TX, for \$89,700. Time for completion is 90 consecutive calendar days with liquidated damages of \$300 per consecutive calendar day.

Fiscal Impact

\$2,085,000 is appropriated in Capital Improvement Project 90346, Lift Station Rehabilitation, with \$89,700 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - West Texas Paving

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 10872 for Lift Station 54 Site Improvements, by and between the City of Lubbock and West Texas Paving, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney

vv:ccdcs/RES.Contract-West Texas Paving, Inc.
October 4, 2012

**REVISED BID SUBMITTAL FORM
UNIT PRICE BID CONTRACT**

DATE: 10/3/12

ITB 12-10872-DG, Lift Station 54 Site Improvements

Bid of WEST TEXAS PAVING, INC. (hereinafter called Bidder)

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

Ladies and Gentlemen:

The Bidder, in compliance with your Invitation to Bid for the construction of **Lift Station 54 Site Improvements**, having carefully examined the plans, specifications, instructions to bidders, notice to bidders and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below.

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

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE	EXTENDED AMOUNT
1	6" Class C Concrete Paving, including all earthwork, forms, grade adjustments, footings, reinforcement, joints, tie-ins, finishing, curing and all necessary incidentals to complete the work, furnished and installed.	516	SY	110 ⁰⁰	\$ 56,760 ⁰⁰
2	Channel Tie-In Work at Cross Section B-B, including all earthwork, saw cuts, forms, joints and all necessary incidentals to complete the work, furnished and installed	1	EA	10,500	10,500 ⁰⁰
3	Site Access Plan, including removal of existing curb stops and installation of two (2) MaxiForce Model MCSP-SS3-S Bollards, furnished and installed.	1	LS	7,500	7,500 ⁰⁰
4	Lift Station Lid Elevation Adjustment, including installation of one (1) 12" x 60" ID Vaughn Concrete Products barrel section with DuraPlate Liner System, replacement of four (4) 1" x 15'6" (Approx) 304 stainless steel pump guide rails, and all necessary incidentals to complete the work, furnished and installed.	1	LS	10,500	10,500 ⁰⁰
5	Finished Site Grading and Seeding, including cut or fill as required to establish positive drainage, smooth grading, soil preparation, planting, watering to establish growth, fertilization, and all necessary incidentals to complete the work, furnished and installed.	120	SY	12 ⁰⁰	1,440 ⁰⁰
6	Storm Water Pollution Prevention Plan, including Storm Water review application, SWPPP, inspections, record keeping, maintenance of best management practices such as straw wattles, silt fence, sand bags and any other measure and incidentals required for compliance with TPDES permit.	1	LS	3,000 ⁰⁰	3,000 ⁰⁰
TOTAL BASE BID (ITEMS 1 - 6)					\$ 89,700⁰⁰

WT Bidder's Initials

Bidder hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **Ninety (90) Consecutive Calendar Days** thereafter as stipulated in the specifications and other contract documents. An additional **Thirty (30) consecutive calendar days** shall be provided for achieving Final Completion from the date of Substantial Completion. Bidder hereby further agrees to pay to Owner as liquidated damages the sum of **Three-Hundred Dollars (\$300) for each consecutive calendar day** in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.


Bidder understands and agrees that this bid submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Bidders.

Bidder understands that the Owner reserves the right to reject any or all bids and to waive any formality in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of **SEVENTY (70) calendar days** after the scheduled closing time for receiving bids.

The undersigned Bidder hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this bid, and he further agrees to commence work on or before the date specified in the written notice to proceed, and to substantially complete the work on which he has bid as provided in the contract documents.

Bidders are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a bid bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the bid submitted as a guarantee that bidder will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) business days after notice of award of the contract to him


Bidder's Initials

Enclosed with this bid is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Bid Bond in the sum of _____ Dollars (\$ _____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the bid is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said bid; otherwise, said check or bond shall be returned to the undersigned upon demand.

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

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

Date: 10/3/12
 Authorized Signature: *[Signature]*
DARRELL JARNAGIN
 (Printed or Typed Name)

WEST TEXAS PAVING
 Company
PO BOX 64187
 Address
LUBBOCK LUBBOCK
 City County
TX 79464
 State Zip Code
 Telephone: 806-863-2142
 Fax: 806-863-3550

(Seal if Bidder is a Corporation)

ATTEST:
Marshal Jarnagin
 Secretary

Bidder acknowledges receipt of the following addenda:

Addenda No. ✓ Date 9/26/12
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

FEDERAL TAX ID or SOCIAL SECURITY No.
75-2028682

EMAIL: marshal.wtp@sptc.net

M/WBE Firm:

<input checked="" 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)

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 8, 2012**

Capital Project Number: 90346
 Capital Project Name: Lift Station Rehabilitation

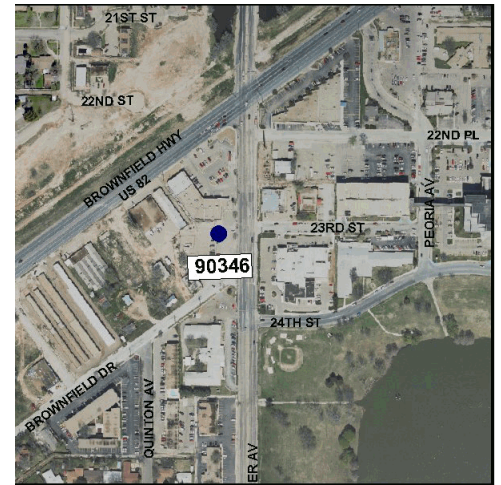
	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 23,439
Sewer System Improvements	151,784
X8 Environmental	17,887
Bid Cost	485
Misc. Cost	38
L. Howard Construction - Lift Station 1	250,627
L. Howard Construction - Berl Huffman Lift Station	277,118
 <i>Agenda Item November 8, 2012</i>	
West Texas Paving Contract	89,700
<i>Encumbered/Expended To Date</i>	811,078
 <i>Estimated Costs for Remaining Appropriation</i>	
Lift Station Rehabilitation	1,273,922
<i>Remaining Appropriation</i>	1,273,922
 Total Appropriation	 \$ 2,085,000

Managing Department **Wastewater Collection**

Project Manager **Mary Gonzales**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

Purchase and install new equipment; modify and/or rehabilitate existing equipment, facility, and piping system; and other major maintenance activities.

Project Justification

Over time, gases and other materials commonly found in lift and pump stations cause a breakdown in building materials causing odors, sewer backups, and spills. Replacing aging infrastructure reduces emergency maintenance and system failures.

Project History

The project is part of an annual replacement program that ensures continuous and reliable pumping, compliance with the City's Texas Pollution Discharge Elimination permit, and overall performance.

\$200,000 was appropriated in FY 2003-04, Ord. No. 2003-00100, September 18, 2003.

\$100,000 was appropriated in FY 2004-05, Ord. No. 2005-00066, June 23, 2005.

\$425,000 was appropriated in FY 2006-07 Budget, Ord. No. 2006-00098, September 13, 2006.

Reduced funding by \$160,000, transfer to 91040, in FY 2006-07 Budget Amendment No. 15, Ord. No. 2007-00059, June 27, 2007.

\$260,000 was appropriated in FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.

\$310,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.

Reduced funding by \$300,000 in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.

\$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.

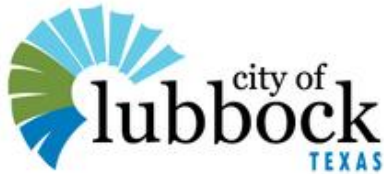
Reduced by \$500,000 in FY 2010-11, management reduction, December 21, 2010.

\$250,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-00080, September 8, 2011.

\$1.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	1,045,000	1,000,000	0	500,000	500,000	500,000	500,000	4,045,000
Design and Engineering	40,000	0	0	0	0	0	0	40,000
Total Project Appropriation	1,085,000	1,000,000	0	500,000	500,000	500,000	500,000	4,085,000

Funding Detail	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2007 10-Year Wastewater Revenue CO's	312,699	0	0	0	0	0	0	312,699
FY 2008 Wastewater Revenue CO's	322,301	0	0	0	0	0	0	322,301
FY 2012 10-Year Wastewater Revenue CO's	250,000	0	0	0	0	0	0	250,000
FY 2013 10-Year Wastewater Revenue CO's	0	1,000,000	0	0	0	0	0	1,000,000
FY 2015 10-Year Wastewater Revenue CO's	0	0	0	500,000	0	0	0	500,000
FY 2016 10-Year Wastewater Revenue CO's	0	0	0	0	500,000	0	0	500,000
FY 2017 10-Year Wastewater Revenue CO's	0	0	0	0	0	500,000	0	500,000
FY 2018 10-Year Wastewater Revenue CO's	0	0	0	0	0	0	500,000	500,000
Wastewater Pay-As-You-Go	200,000	0	0	0	0	0	0	200,000
Total Funding Sources	1,085,000	1,000,000	0	500,000	500,000	500,000	500,000	4,085,000



Regular City Council Meeting

5. 10.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Professional Services Contract 10505 with Freese and Nichols, Inc., for preliminary design of the Lake Alan Henry intake structure.

Item Summary

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

Phase 1A of this project involves the installation of instrumentation to the bridge structure and a 12-month monitoring period of that equipment. It also includes, the underwater visual inspection of the structure, updated survey of the bridge deck and slopes around the dam, a geotechnical investigation, and the analysis of the data collected. At the completion of Phase 1A, a determination will be made as to how to proceed with Phase 1B based on the conclusion of the initial report. Phase 1B includes a very technical analysis and modeling of the structure to better pinpoint the issues surrounding the movement of the bridge deck. Upon conclusion, City staff, working with Freese and Nichols, Inc., will determine the project to be designed and constructed to halt any further movement of the tower.

In June 2012, the City published a Request for Qualifications (RFQ) seeking qualified engineering firms to submit Statements of Qualifications for providing professional services for the Lake Alan Henry Intake Tower Structural Modifications Project.

The following engineering firms submitted proposals:

1. Freese and Nichols, Inc. of Fort Worth, TX - 392 points
2. Walter P. Moore and Associates, Inc. of Houston, TX - 364 points
3. Jaster-Quintanilla Dallas, LLP of Dallas, TX - 356 points
4. Wiss, Janney, Elstner Associates, Inc. of Austin, TX - 300 points

The RFQ committee evaluated and ranked the written proposals based on the following criteria:

1. Project Team Organization and Qualifications (40%)
2. Experience on Similar Projects (20%)
3. Project Approach (30%)
4. Overall Responsiveness to the RFQ (10%)

Based on the committee's recommendation, contract negotiations were conducted with Freese and Nichols, Inc., for the final scope of the project and a total contract amount not to exceed \$416,700. Contract completion is 18 months.

Fiscal Impact

\$7,505,889 is appropriated in Capital Improvement Project 8543, Lake Alan Henry Repairs/Maintenance, with \$416,700 available for this purpose.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Contract - Freese & Nichols

Budget Detail

CIP Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Contract by and between the City of Lubbock and Freese and Nichols, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

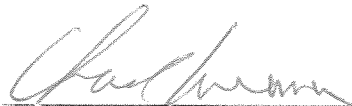
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Contract-Freese & Nichols, Inc.
October 15, 2012

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract, (the "Contract" or "Agreement"), effective as of the 8th day of November, 2012 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Freese and Nichols, Inc., ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the CITY desires to obtain professional engineering services related to the Preliminary Design of the Lake Alan Henry Intake Structure Investigation (the "Activities"); and

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

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

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

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 18 months, as set forth in Exhibit "A", attached to and made a part of this Agreement for all purposes. The term may be extended by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

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

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in Basic Services Tasks 1 through 14 for Phase 1A and Tasks 1 through 9 for Phase 1B based on hourly rates, not to exceed \$416,700, per Attachment "A". Services for Phase 1B will not be performed without written authorization from the CITY based on the findings of Phase 1A.

ARTICLE III. TERMINATION

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

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

ARTICLE IV. ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

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

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

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

E. Performance. ENGINEER will and shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional engineering services, and comply with all applicable

laws, rules, and regulations, both state and federal, relating to professional engineering services, as contemplated hereby.

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

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Investigation and Monitoring of the Lake Alan Henry Intake Structure, as defined in Exhibit "A," "Scope of Work". The additional investigation and modeling (Phase 1B), shall not be performed unless and until ENGINEER receives written authorization to proceed from CITY.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

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

ARTICLE VIII. INSURANCE

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

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

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$500,000 Per Occurrence

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

The CITY shall be listed as a primary additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. ENGINEER shall provide a Certificate of Insurance to the CITY as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

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

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

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

ARTICLE X. CONFIDENTIALITY

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

ARTICLE XI. INDEMNITY

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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

ARTICLE XIII. NOTICE

A. General. Whenever notice from ENGINEER to CITY or CITY to ENGINEER is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other

party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

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

Freese and Nichols, Inc.
Attn: John Rutledge, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone: (817) 735-7300
Facsimile: (817) 735-7491

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

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

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

ARTICLE XIV. CITY-PROVIDED DATA

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

ARTICLE XV. MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

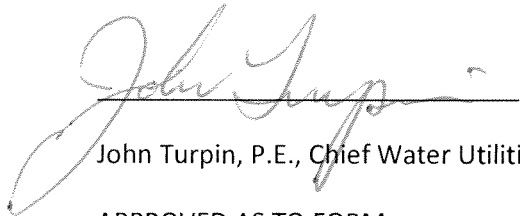
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E., Chief Operating Officer



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

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

FREESE AND NICHOLS, INC.

By: 

Name: John L. Rutledge, P.E.

Title: Principal

EXHIBIT A

City of Lubbock, Texas

Lake Alan Henry Intake Structure Investigation

Scope of Work for Freese and Nichols, Inc.

Investigation and Monitoring - Phase 1

Phase 1A - Investigation and Monitoring (NTE \$246,300)

1. Review original design and investigations, construction reports and photographs, and previous inspection reports in preparation for the initial site visit.
2. Attend a kickoff meeting for the project in Lubbock to coordinate the communication processes, exchange data and information, and to review the schedule. After the kickoff meeting, visit the site to perform a more detailed structural and geotechnical inspection.
3. Provide underwater visual inspection of structural elements to be analyzed.
4. Update the survey of the bridge and tower and associated movements, as well as the slope around the bridge, and benchmarks on dam. This will include the performance of a bathymetric survey of the ground surface below water surface in the vicinity of the bridge.
5. Review analyses of updated survey results and topographic surveys including underwater surveys
6. Install monitoring instrumentation:
 - a. Core bridge deck for borings and instrumentation. Drill 2 borings from bridge deck, obtain soil and rock samples, and install two multipoint rod extensometers.
 - b. Drill a core hole through the length of one battered drilled shaft supporting the bridge abutment, check the concrete for open cracks, and install one single-point borehole extensometer anchored in the bedrock below the tip of the shaft.
 - c. Install four to eight electronic tilt sensors on the bridge piers, abutment and intake tower and route cables to bridge deck.
 - d. Core bridge deck for borings and instrumentation and install permanent protective casings from bridge deck to soil cement slope protection. Drill two borings from bridge deck, obtain soil and rock samples, and install two slope inclinometers
7. Obtain initial readings of all installed instruments as part of the installation.
8. Perform pressure-swell, unconfined compression and index properties tests on selected samples of soil and rock.
9. Perform heave and settlement analyses and develop foundation deformation properties for use in the structural analyses
10. Train local staff person to obtain periodic readings of all instruments. It is assumed the CITY staff will take the reading during the monitoring period
11. Develop a memorandum report of the initial investigation, including lab testing results from samples. This will include a monitoring plan for the subsequent 12 months and trigger points for the installed instrumentation.

12. During the 12 months of investigation, track and plot on a monthly basis, as data is provided by the CITY. Visit the site up to two times during the monitoring period.
13. At the end of the monitoring period, update the survey of the bridge components. This does not include any update to the survey of the adjacent ground or the bathymetric survey.
14. Prepare a report that updates the initial report to include the monitoring results. Based on the monitoring results, provide a recommendation to the CITY to:
 - a. If no movement has occurred, continue monitoring with no modifications or additional investigation.
 - b. If movement has occurred, perform additional testing to confirm cause of movement and needed modeling for design of repairs, Phase 1B.

Phase 1B – Additional Investigation and Modeling (NTE \$170,400)

Phase 1B will require written authorization from the CITY before beginning.

The scope of Phase 1B may be eliminated or reduced if Phase 1A has been able to determine the cause of the movement.

1. Perform testing to assess the current stresses on the intake tower:
 - a. Provide jacking devices and frames to quantify existing forces in the bridge. The force will be evaluated to a maximum of 150 kips.
 - b. Monitor bridge elastomeric bearings for distortion before, during, and after jacking.
2. Develop a finite element model for analysis of the structure.
3. Perform drained direct shear tests on selected samples of soil and rock.
4. Perform slope stability analyses to evaluate the mechanisms causing the movements and evaluate the proposed repair alternatives. Develop criteria and parameters to be used for design of repairs.
5. Calibrate the finite element model to reflect the measured force on the intake tower and the results of the updated survey. The model will be used for the development of concepts for alternate repair options at end of monitoring period
6. Use the model and the lab results from the initial assessment field work and survey to determine whether the movement is due to heave associated with swelling of the shale.
7. Use the finite element model to develop up to two conceptual alternatives for repair.
8. Prepare a final report that describes the additional testing, modeling, and the evaluated repair alternatives. Include a recommendation for repair or continued monitoring along with estimates of probable construction costs for all alternatives.
9. If authorized by the CITY, the final report will be used to perform Design and Bid phases as an amendment to this contract.

Phase II – Design and Bid Phase (Budget to be determined)

ENGINEER shall provide professional services in this phase as follows:

1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed.
2. Submit drawings, specifications, and Construction Contract Documents to the applicable federal and state agency(s) for approval, where required.
3. Prepare revised opinion of probable construction cost.
4. Furnish CITY requested sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by CITY. Upon final approval by CITY, ENGINEER will provide CITY with requested sets of copies of "Final" drawings. Along with electronic files in PDF format.
5. Assist CITY in securing bids. Provide CITY with list of prospective contractors, vendors and plan holder rooms of for CITY to issue Notice to Bidders. The cost for publications shall be paid by the City.
6. Assist CITY by responding to questions and interpreting bid documents. Prepare addenda(s) if necessary to be issued by the CITY.
7. Assist the CITY in conducting a pre-bid conference, if needed, for the construction projects and coordinate responses with CITY. Response to the pre-bid conference will be in the form of addenda issued after the conference if necessary. Attend the tour of the project site after the pre-bid conference.
8. At CITY request, ENGINEER will assist CITY in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contracts or other actions as appropriate to be taken by CITY.
9. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

Phase III - Construction Phase (Budget to be determined)

Upon completion of the bid or negotiation phase services, ENGINEER will proceed with the performance of construction phase services as described below. ENGINEER will endeavor to protect CITY in providing these services however, it is understood that ENGINEER does not guarantee the Contractor's performance, nor is ENGINEER responsible for supervision of the Contractor's operation and employees. ENGINEER shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. ENGINEER shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, the CITY agrees to include provisions in the construction contract documents that will require the construction contractor to include ENGINEER and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies.

1. Assist CITY in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the CITY and contractor. Submit (insert frequency; i.e. monthly, bi-monthly, quarterly, etc.) reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.

4. Based on ENGINEER's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that ENGINEER recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make visits appropriate to the stage of construction to the site (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort ENGINEER will endeavor to protect the CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CITY. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by CITY and is not included in the services to be performed by ENGINEER.
8. Interpret the drawings and specifications for CITY and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the CITY. Documentation of field orders, where cost to CITY is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the CITY are an additional service. Substitutions of materials or equipment or design modifications requested by the CITY are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the CITY on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the CITY if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of ENGINEER are an additional service.
11. Assist in the transfer of and acceptance by the construction contractor of any CITY furnished equipment or materials.

12. Conduct, in company with CITY's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
13. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of Mylar prints and electronic file in PDF format of "Record Drawings" shall be provided by ENGINEER to CITY.

TIME OF PERFORMANCE

ENGINEER shall commence work immediately following the Effective Date. ENGINEER has reviewed the project with the CITY and agrees that the schedule presented below is a reasonable timeframe within which to accomplish the work.

PROJECT SCHEDULE		
Milestone	Weeks Following Deliverable	Cumulative Weeks
Kick-Off Meeting/Initial Testing (Phase 1A)	12	0
Monitoring Period	52	64
Final Report	12	76

ENGINEER-CITY mutually agree that they will work toward meeting the above schedules. Should the Scope of Work be changed and/or should problems arise during the course of the work effort that could affect the above schedule, it is understood that both CITY and ENGINEER will develop a revised schedule and budget limit, if required, to address scope changes, delays by CITY, or other problems. It is understood that the ENGINEER must proceed with the work while the CITY reviews each submittal. CITY agrees to submit all review comments for the submittal within fourteen (14) days following the ENGINEER's submittal. Impacts from CITY's comments, which require extensive rework, may impact the schedule and budget and in-turn, may be considered a change in scope.

BUDGET

CITY and ENGINEER have established a not-to-exceed budget of \$416,700 to complete all services under this Task Order. This amount will not be exceeded without a contract amendment. The portion of this allocated to Phase 1B, not to exceed \$170,400, will not be utilized without written authorization from the CITY. CITY will pay the ENGINEER hourly, not to exceed \$416,700 for services identified in Tasks 1 through 14 for Phase 1A and 1 through 9 in Phase 1B of the Basic Services, unless noted otherwise in the Scope of Work.

ENGINEER agrees to complete these services for this amount unless the Budget is amended by CITY and ENGINEER as a result of a change to the Scope of Work or Time of Performance.

The Budget assumes that all work will be completed within 18 months from Effective Date.

City of Lubbock, TX
Capital Project Cost Detail
November 8, 2012

Capital Project Number: 8543
Capital Project Name: LAH Repairs and Maintenance

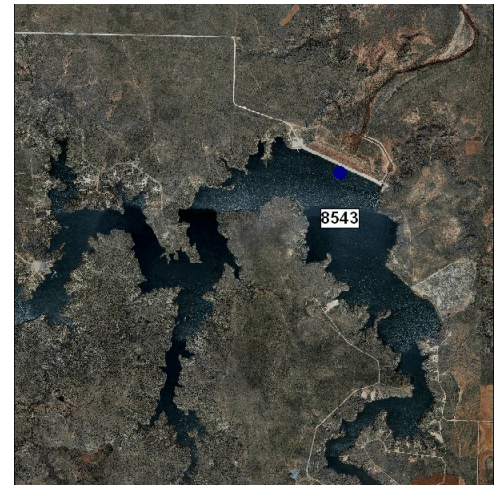
	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 44,002
Professional Services	1,407
Equipment, Maintenance & Repairs	5,700
EGL Construction Contract - Sluce Gate Repair	66,687
TTS Construction Contract - Intake Inspection	7,380
Rodney Hunt Co.	4,350
Misc Other Equipment	172
 <i>Agenda Item November 8, 2012</i>	
Freese and Nichols Contract - LAH Intake Structure	<u>416,700</u>
<i>Encumbered/Expended to Date</i>	<u>546,398</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Repairs and Maintenance	<u>6,959,491</u>
<i>Remaining Appropriation</i>	<u>6,959,491</u>
Total Appropriation To Date	<u><u>\$ 7,505,889</u></u>

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Maintenance and repairs associated with the John T. Montford Dam at Lake Alan Henry. Maintenance and repairs are restricted to the dam, spillway, and structures associated with the John T. Montford Dam. Maintenance and repair projects will be evaluated and implemented based on importance related to the structure and safety of the dam. One project that will be considered will be erosion control on the dam and around the spillway. Erosion has caused decreased stability in the soils on the dam and around the spillway that has resulted in sedimentation buildup in the spillway.

Project Justification

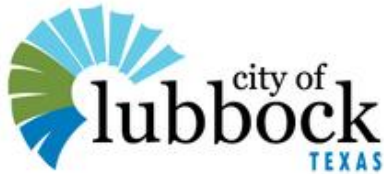
Maintenance and repairs necessary to maintain and operate the dam and structures associated with the operation of the facilities.

Project History

\$505,889 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
 \$2.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 \$3.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$2.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
Construction	5,505,889	2,000,000	2,000,000	0	0	0	0	9,505,889
Total Project Appropriation	5,505,889	2,000,000	2,000,000	0	0	0	0	9,505,889

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2012-13	FY 2013-14	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	
FY 2011 Water Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2012 Water Revenue CO's	3,000,000	0	0	0	0	0	0	3,000,000
FY 2014 Water Revenue CO's	0	0	2,000,000	0	0	0	0	2,000,000
LAH Repair/Replacement Fund	505,889	0	0	0	0	0	0	505,889
Prior Year Bonds	0	2,000,000	0	0	0	0	0	2,000,000
Total Funding Sources	5,505,889	2,000,000	2,000,000	0	0	0	0	9,505,889



Regular City Council Meeting

5. 11.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution – Water Resources: Consider a resolution authorizing the Mayor to amend Contract 9513 with Hardin & Associates Consulting, LLC, to continue to provide consulting and inspection services related to the backflow prevention and cross-connection control program.

Item Summary

Lubbock’s water system is mandated by law to take every reasonable precaution to ensure that cross connections are not permitted to contaminate the water distributed to customers. In 2008, the Texas Commission on Environmental Quality (TCEQ) directed the City to develop a plan for completing initial customer service inspections on approximately 7,200 commercial facilities within the City by 2013. An administrative policy and plan of action was developed, approved by the TCEQ, and implemented on October 22, 2008. All inspections must be performed by a licensed professional approved by the TCEQ. During the inspections, if backflow prevention is found to be necessary, required devices must be installed by the customer and a test report received by the City of Lubbock.

To accomplish this significant project, Harding & Associates Consulting (HAC) of Coppell, Texas, was selected to provide the necessary backflow inspection services.

The original contract with HAC was executed on April 19, 2010, and included initial funding of \$243,640 for performing customer service inspections completed during FY 2009-10. The original contract included an option to renew the contract annually for a period not to exceed three years.

Contract Amendments No. 1 and No. 2 extended HAC’s original contract expiration for one year each. The amendments also increased the contract funding for the consultant to perform additional customer service inspections. The amendments increased the maximum amount payable for this contract to \$845,500.

Contract Amendment No. 3 extends HAC’s contract expiration date to September 30, 2013. The amendment also increases the contract funding by \$284,600 for the consultant to perform additional customer service inspections, reinspections, and cross-connection surveys to ensure customer compliance. The amendment increases the maximum amount payable for this contract to \$1,130,100. Hourly rates remain the same per the original contract.

Upon completion of the work this fiscal year, the City should meet the 2013 goal set by the TCEQ.

Fiscal Impact

\$284,600 is available in the FY 2012-2013 water fund operating budget.

Staff/Board Recommending

Marsha Reed P.E., Chief Operating Officer

Attachments

Resolution - Hardin & Assoc.

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 Third Amendment to a Professional Services Agreement, by and between the City of Lubbock and Hardin & Associates, LLC, and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

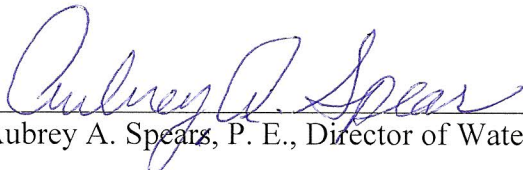
Passed by the City Council this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

STATE OF TEXAS §

COUNTY OF LUBBOCK §

AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This amendment to Agreement is entered into this ___th day of _____, 2012 between the City of Lubbock, a Texas municipal corporation (hereinafter called "the City") and Hardin & Associates,, Inc. (the "Consultant"), a Texas corporation.

WHEREAS, the Consultant and the City have previously entered into Agreement dated April 19, 2010, Resolution No. 2010-R0203 (hereinafter called "the Agreement"), which said Agreement was amended on October 28, 2010, Resolution No. 2010-R0532, and September 8, 2011, Resolution No. 2011-R0389; and

WHEREAS, this Amendment to the Agreement adds scope to the original agreement and the City and the Consultant hereby desire to amend said agreement; and

WHEREAS, the Agreement and this Amendment to the Agreement provide for Professional Services for conducting backflow prevention customer service inspections (CSIs) as required by the Texas Commission on Environmental Quality (TCEQ), and providing CSI Compliance Reinspections to ensure customer compliance to the City of Lubbock Cross-Connection Control Backflow Prevention Program and Ordinance; and

WHEREAS, the purpose of this amendment is to extend the Agreement to allow Hardin & Associates Consulting, LLC to continue assisting the City in: 1) conducting backflow prevention customer service inspections (CSIs) and cross-connection surveys as required by the Texas Commission on Environmental Quality (TCEQ), and 2) providing CSI Compliance Reinspections to ensure customer compliance to the City of Lubbock Cross-Connection Control Backflow Prevention Program and Ordinance; and

WHEREAS, the original Agreement shall expire pursuant to its terms; and

WHEREAS, after completion of the initial Agreement term and amendment, the Agreement may be renewed for a period not to exceed one year per renewal with no more than two renewal periods, under the same terms and conditions and at the sole discretion of the City; and

WHEREAS, this Amendment to the Agreement will add \$_284,600_ to the maximum amount payable of this contract, thus establishing a new maximum amount payable for this contract at \$_1,130,100_; and

WHEREAS, the added cost is necessary to conduct additional backflow prevention customer service inspections, reinspections, and cross-connection surveys as required by the TCEQ to ensure customer compliance to the City of Lubbock Cross-Connection Control Backflow Prevention Program and Ordinance.

NOW THEREFORE, the City and the Consultant hereby agree to amend the Agreement as follows:

- 1) That "Attachment A" of the Agreement is hereby substituted and replaced with the Attachment "A-3" that is attached hereto.

- 2) That "Attachment B" of the Agreement is hereby substituted and replaced with the Attachment "B-3" that is attached hereto.
- 3) That "Attachment C" of the Agreement is hereby substituted and replaced with the Attachment "C-3" that is attached hereto.
- 4) This amendment to the Agreement shall be effective upon execution. The remainder of the Agreement shall remain in full force and affect except as changed herein.

[INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of this ___th day of _____, 2012.

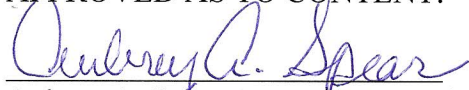
CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:




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

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

HARDIN & ASSOCIATES CONSULTING, LLC

By: 

Name: Michelle Hardin

Title: Principal

EXHIBIT A-3

SCOPE OF SERVICES (CONTRACT EXTENSION) BACKFLOW PROTECTION PROGRAM CONSULTING

The purpose of this scope of services is for the contract extension between Hardin & Associates Consulting, LLC (HAC) and the City of Lubbock to allow HAC to continue assisting the City in 1) conducting backflow prevention customer service inspections (CSIs) as required by the Texas Commission on Environmental Quality (TCEQ), and 2) Providing CSI Compliance Reinspections to ensure customer compliance to the City of Lubbock (COL) Cross-Connection Control Backflow Prevention Program and Ordinance.

BACKGROUND

HAC has been working with the City of Lubbock (COL) to ensure that the City obtains compliance to the TCEQ regulations that mandate that all public water suppliers have a program to require backflow prevention devices be installed to protect against contamination of public water supplies. This rule became effective January 1, 1996, is found in the Texas Administrative Code, Title 30, and Chapter 290, which states as follows:

§290.46 (j) Customer Service Inspections. *A customer service inspection certificate shall be completed prior to providing continuous water service to new construction, on any existing service either when the water purveyor has reason to believe that cross-connections or other potential contaminant hazards exist, or after any material improvement, correction, or addition to the private water distribution facilities. Any customer service inspection certificate form which varies from the format found in §290.47(d) of this title (relating to Appendices) must be approved by the executive director prior to being placed in use.*

§290.44 Water Distribution. (h). (1). *No water connection from any public drinking water supply system shall be made to any establishment where an actual or potential contamination or system hazard exists without an air gap separation between the drinking water supply and the source of potential contamination. Under these conditions, additional protection shall be required at the meter in the form of a backflow prevention device ...on those establishments handling substances deleterious or hazardous to the public health. The water purveyor need not require backflow protection at the water service entrance if an adequate cross-connection control program is in effect that includes an **annual inspection and testing** by a certified backflow prevention device tester. **It will be the responsibility of the water purveyor to ensure that these requirements are met.** (Emphasis added)*

The TCEQ began full enforcement of these regulations and evaluates public water systems for compliance through its annual public water system inspection program. All systems found **without a program or with an inadequate program** may risk potential enforcement action in the form of fines each day from the TCEQ until an approved program is in place.

MAJOR TASKS

The major tasks that will be performed by Hardin & Associates Consulting, LLC (HAC) include the following:

Task 1 - Project Management

HAC will assign a senior Business Consultant Practice (BCP) leader as Project Manager for preparation of the Cross-Connection Control Backflow Prevention Program. Their responsibilities will include leading the project efforts, preparing schedule, insuring that the project is completed in accordance with the Scope of Work, coordinating inspector schedules and serving as the key contact between the City of Lubbock and HAC staff. Project Management will include the development of new CSI Compliance Reinspection Form and template Customer Notification Letter for use during the CSI Compliance Reinspection.

Task 2 – Identification of Backflow/Cross-Connection Devices

Continue to assist City staff with identifying and developing an approach designed to help identify the types and number of possible water utility connections that could require annual inspection and testing that will meet the TCEQ mandated backflow inspection schedule. This will require a listing (provided by City of Lubbock staff) of water and sewer customer accounts that have or potentially will need the backflow prevention devices. All appropriate accounts will be reviewed by HAC to determine the type of account and possible risk associated with potential cross-connection.

- 2.1. Conduct in the field CSI inspections for the purpose of compliance, validation and staff training. CSIs include Lead Swabs and associated inspection forms
- 2.2. Enter data from CSI inspections into cross-connection software
- 2.3. Conduct cross-connection control water use survey inspections from list provided by COL. COL to input data from cross-connection control water use survey inspections and corrective action forms into existing XC2 data base. City will mail compliance letters to customers.
- 2.4. Conduct Cross-connection Surveys Follow Up Inspections as requested from COL (hourly)

Task 3 –Conduct CSI Compliance Reinspections to ensure customer compliance

Provide assistance to city staff with CSI Compliance Reinspections. These reinspections will determine customer compliance to the City of Lubbock's Backflow Prevention and Cross-Connection Control program. HAC inspectors will conduct reinspections from the initial CSI inspection documents as well as utilizing a new CSI Compliance Reinspection Form that will track the actions completed by a customer to achieve compliance. This process includes the initial CSI Compliance Reinspection as well as a follow up inspection to secure customer compliance to the City Code of Ordinance.

- 3.1. Conduct in the field CSI Compliance Reinspections for the purpose of compliance

- 3.2. Enter and track all HAC inspector CSI Compliance Reinspections documents
- 3.3. Provide City Staff with updated HAC tracking database of all CSI Compliance Reinspections and pending actions for use by city staff for enforcement recommendations.

EXHIBIT B-3

**PAYMENT OF FEES
BACKFLOW PROTECTION PROGRAM CONSULTING
HARDIN & ASSOCIATES CONSULTING, LLC**

The City shall pay HAC for services set forth in Exhibit A on an hourly rate basis and per inspection basis as indicated in the attached schedule below. Each task shall be paid on a Not-to-Exceed basis as follows:

Task 1: Project Management (hourly)	\$ 6,900
Task 2: CSI / Cross-Connection Survey Backflow Inspections	\$ 269,500
2.1. Customer Service Inspections (CSIs)	\$ 9,000
2.2. CSI Cross-Connection Survey Data Management	\$ 500
2.3. Conduct Cross-Connection Surveys	\$ 190,000
2.4. Conduct Cross-connection Surveys Follow Up Inspections	\$ 70,000
Task 3: CSI Compliance Reinspections	\$ 8,200
3.1. Conduct in the field CSI Compliance Reinspections	\$ 8,000
3.2. CSI Compliance Reinspections data entry	\$ 200
Total Contract Amount	\$ 284,600

***All tasks associated with this contract are scheduled to be accomplished by September 30, 2013.**

Tasks	Sub Tasks	Backflow Cross-Connection Control Program and Ordinance	Sr PM \$125	PM \$95	TA \$75	PIC \$125	SAM \$95	DM \$25	Per Inspection \$105	Water Use Survey Inspection \$125 (hourly)	CSI Compliance Reinspections \$125 (hourly)	Cost
1		Project Management	40	20								\$6,900
2		Backflow Inspections										
	2.1	Customer Service Inspections							85			\$9,000
	2.2	Data Management						20				\$500
	2.3	Cross-Connection Water Use Survey								1,520 / 40 hrs/week = 38 weeks		\$190,000
	2.4	Cross-Connection Water Use Survey Reinspections								560 / 40 hrs/week = 14 weeks		\$70,000
3	3.1	Conduct in the field CSI Compliance Reinspections (hourly)									64	\$8,000
	3.2	CSI Compliance Reinspections data entry (hourly)						8				\$200

EXHIBIT C-3

RATE SCHEDULE BACKFLOW PROTECTION PROGRAM CONSULTING HARDIN & ASSOCIATES CONSULTING, LLC

COMPENSATION

Project Team Member	Labor Rate*
Senior Project Manager	\$125.00
Project Manager	\$95.00
Technical Advisor	\$75.00
Principal In Charge	\$125.00
Senior Account Manager	\$95.00
Data Entry Clerk	\$25.00

Inspection Services	Inspection Rate*
Performing CSI Inspection	\$105.00 per inspection
Performing Water Use Survey Inspection	\$125.00 per hour
Performing Water Use Survey Reinspection	\$125.00 per hour
Performing CSI Compliance Reinspections	\$125.00 per hour

*These costs include all labor, per diem, materials and other cost associated with this assignment.

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 Third Amendment to a Professional Services Agreement, by and between the City of Lubbock and Hardin & Associates, LLC, and all related documents. Said Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

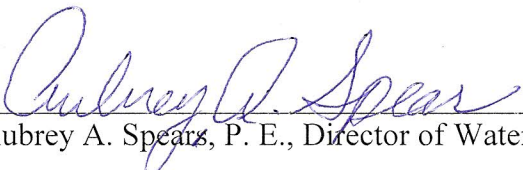
Passed by the City Council this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

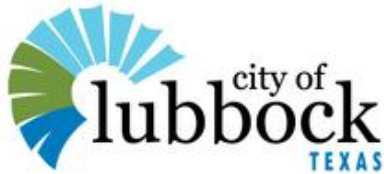


Aubrey A. Spears, P. E., Director of Water Resources

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney



Regular City Council Meeting

5. 12.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Traffic Engineering: Consider a resolution authorizing the Mayor to execute Contract 10452, Supplemental Agreement No. 7, to an interlocal agreement with the Texas Department of Transportation (TxDOT) for the operations and maintenance of traffic signals.

Item Summary

Through the "Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality" (Type R Agreement) executed on August 11, 1994, the City operates and maintains traffic signals on State Highways within the City limits. The completion of Phase 4 of the Marsha Sharp Freeway requires an amendment to the original agreement.

Amendment 7 adds two new traffic signals to the Type R Agreement:

- Marsha Sharp Freeway (US 82) and Avenue L
- Marsha Sharp Freeway (US 82) and Buddy Holly Avenue

The amendment also renames the traffic signal located at 4th Street and I-27 to Marsha Sharp Freeway (US82) and I-27.

Amendment 7 increases the maximum amount payable to the City from \$84,160 to \$88,780 per year.

Fiscal Impact

Supplemental Agreement #7 increases the maximum amount reimbursable from TxDOT by \$4,620 for a total maximum amount of \$88,780 annually.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Agreement 7 - TxDOT

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Supplemental Agreement No. 7 to the agreement for the installation and reimbursement for the operation and maintenance of traffic signals within a municipality, by and between the City of Lubbock and the Texas Department of Transportation, and related documents. Said Supplemental Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

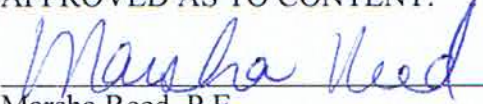
Passed by the City Council on this _____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

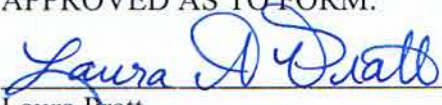
Rebecca Garza,
City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, P.E.
Chief Operating Officer

APPROVED AS TO FORM:



Laura Pratt,
Assistant City Attorney

STATE OF TEXAS §
COUNTY OF TRAVIS §

**SUPPLEMENTAL AGREEMENT NO. 7 TO
AGREEMENT FOR THE INSTALLATION AND REIMBURSEMENT
FOR THE OPERATION AND MAINTENANCE OF TRAFFIC SIGNALS
WITHIN A MUNICIPALITY**

WHEREAS, on the 11th day of August, 1994, an Agreement for the Installation and Reimbursement for the Operation and Maintenance of Traffic Signals within a Municipality, was entered into by and between the Texas Department of Transportation hereinafter called the "State," and the City of Lubbock, hereinafter called the "City," and subsequently identified as the Type R Agreement by Resolution No. 4559; and

WHEREAS, the parties to this agreement have mutually determined that it is necessary to amend the original agreement due to the following reasons: the addition of one (1) Diamond Interchange Signal with one controller, the addition of one (1) actuated conventional signal, the amendment of the name of one (1) signal, and the amendment of the amount of compensation to be paid under this agreement.

NOW, THEREFORE, the Parties, do agree and do amend the Type R Agreement as follows:

EXHIBIT 1

EXHIBIT 1 is amended to add the traffic signal installations at the following intersections:

- 1) Marsha Sharp Freeway (US 82) & Buddy Holly and
- 2) Marsha Sharp Freeway (US 82) & Avenue L.

EXHIBIT 1 is also amended to change the name of the traffic signal from I-27 at 4th to I-27 at Marsha Sharp Freeway.

A copy of the revised EXHIBIT 1 is attached hereto and made a part of this agreement.

Article 4. Compensation

The maximum amount payable under this agreement is increased from \$84,160.00 to \$88,780.00 per year in accordance with the above changes made to EXHIBIT 1.

Calculations for the increase to the maximum amount payable are as follows:

AMOUNT OF THIS SUPPLEMENTAL AGREEMENT	\$ 4,620.00
ORIGINAL MAXIMUM AMOUNT PAYABLE PER YEAR	\$ 44,702.00

TOTAL PREVIOUS SUPPLEMENTAL AGREEMENTS	\$ 39,458.00
REVISED MAXIMUM AMOUNT PAYABLE PER YEAR	\$ 88,780.00

ARTICLE 5. Payment

The amount of this supplemental agreement shown above shall be a prorated amount based on the cost for the type of installation calculated on EXHIBIT 3 of the original agreement and any increases or decreases caused by any subsequent supplemental agreements. The (monthly/quarterly/annual) payment(s) shall be adjusted accordingly.

All other terms or conditions of the Agreement are unchanged and remain in full force and effect.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate on the dates shown herein below.

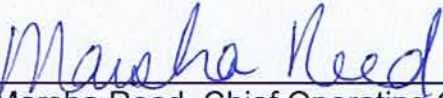
THE CITY OF LUBBOCK:

Glen Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, Chief Operating Officer

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
Douglas W. Eichorst II, P.E.
Lubbock District Engineer

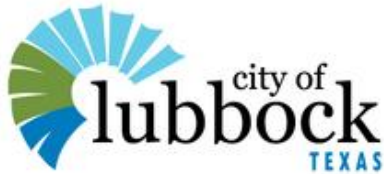
EXHIBIT 1

Page 3 of 5

Signalized intersections on frontage roads of Freeways located within the City of Lubbock, Texas.

Location	Type of Signal	Unit Cost
South Loop 289 frontage roads with:		
1) University Avenue	Type III	\$2,500
2) Indiana Avenue	Type III	\$2,500
3) Quaker Avenue	Type III	\$2,500
4) Slide Road (FM 1730)	Type III	\$2,500
West Loop 289 frontage roads with:		
5) 4 th Street	Type III	\$2,500
6) 19 th Street	Type III	\$2,500
7) 34 th Street	Type III	\$2,500
8) 50 th Street	Type III	\$2,500
9) Frankford Avenue (FM 2528)	Type III	\$2,500
Marsha Sharp Freeway (U.S. 82) frontage roads with:		
10) W. Loop 289 frontage road NB	Type III	\$2,500
11) W. Loop 289 frontage road SB	Type III	\$2,500
12) 34 th Street	Type I	\$2,120
13) Slide	Type III	\$2,500
14) Quaker	Type III	\$2,500
15) TT Parkway	Type III	\$2,500
16) University	Type III	\$2,500
17) Avenue Q	Type III	\$2,500
18) Avenue L	Type I	\$2,120
19) Buddy Holly	Type III	\$2,500
North Loop 289 frontage roads with:		
20) Quaker Avenue	Type III	\$2,500
21) Clovis Road (U.S. 84)	Type I	\$2,120
22) University Avenue (FM 1264)	Type III	\$2,500
23) Slide	Type III	\$2,500
Southeast Loop 289 frontage roads with:		
24) Slaton Highway (U.S. 84) and Martin Luther King, Jr. Boulevard	Type III	\$2,500
Tahoka Highway (U.S. 87) frontage roads with:		
25) 82 nd Street	Type III	\$2,500
26) 98 th Street	Type III	\$2,500

Location	Type of Signal	Unit Cost
Interstate Highway 27 frontage roads with:		
27) 66 th Street	Type III	\$2,500
28) Slaton Highway (U.S. 84) frontage road EB	Type III	\$2,500
29) Slaton Highway (U.S. 84) frontage road WB & Avenue A (Business U.S. 87)	Type III	\$2,500
30) 50 th Street	Type III	\$2,500
31) 42 nd Street	Type VI	\$560
32) 34 th Street	Type III	\$2,500
33) 19 th Street (U.S. 62-S.H. 114)	Type III	\$2,500
34) Avenue E and 13 th Street	Type I	\$2,120
35) Marsha Sharp Freeway (U.S. 82)	Type III	\$2,500
36) Municipal Drive	Type VI	\$560
37) Erskine Street	Type VI	\$560
38) North Loop 289 frontage road (WB)	Type VI	\$560
39) North Loop 289 frontage road (EB)	Type VI	\$560
Spur 327		
40) Frankford	Type III	\$2,500
TOTAL:		\$88,780



Regular City Council Meeting

5. 13.

Meeting Date: 11/08/2012

Information

Agenda Item

Ordinance Amendment 2nd Reading - Public Works Traffic Engineering: Consider Ordinance 2012- O0122 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 October 25, 2012, the City Council approved the first reading of the ordinance.

The ordinance amendment changes speed limits along the main lanes and frontage roads of U.S. 82 (Marsha Sharp Freeway) and on various City streets.

The Texas Department of Transportation (TxDOT) has completed Phase IV of the Marsha Sharp Freeway. Speed limits are proposed to increase from 60 mph to 65 mph on the main lanes from University Avenue to 500 feet east of Interstate 27 (I-27), then decrease incrementally where the Marsha Sharp Freeway ends to 55 mph and 45 mph. New frontage roads from I-27 to Avenue L are proposed to be posted at 45 mph.

After the completion of major streets construction, City staff conducted speed limit studies on 114th Street and Indiana Avenue. The speed limit on 114th Street from Slide Road to Quaker Avenue and from Indiana Avenue to the east city limits is proposed to decrease from 55 mph to 50 mph. Along Indiana Avenue from 114th Street to the south City limits, the speed limit is proposed to increase from 45 mph to 50 mph.

In addition, following citizen complaints, Staff conducted a speed study along Milwaukee Avenue from 34th Street to 50th Street. The speed limit is proposed to increase from 45 mph to 50 mph between 34th Street and 50th Street. The speed limit is proposed to decrease from 50 mph to 45 mph along Milwaukee Avenue from the Marsha Sharp Freeway to 66th Street due to traffic flow through four signalized intersections within the mile stretch. Milwaukee Avenue from Canyon West to Marsha Sharp Freeway will remain unchanged at 45 MPH.

Fiscal Impact

None.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer
Citizens Traffic Commission

Attachments

Ordinance - Speed Limits
2012 Speed Limit Changes

ORDINANCE NO. 2012-O_____

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 (US62)	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 (US62) to Idalou Rd (US62)	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 0.20mi West of Indiana Ave.	50
7	4th Street (FM 2255)	East & West	From 0.20mi West of Indiana Ave. to 0.20mi West of Quaker Ave.	50
8	4th Street (FM 2255)	East & West	From 0.20mi West of Quaker Ave. to 0.10mi East of Toledo Ave.	50
9	4th Street (FM 2255)	East & West	From 0.10mi East of Toledo Ave. to West Loop 289	45
10	4th Street (FM 2255)	East & West	From West Loop 289 to 200ft West of Homestead Ave. (0.876mi)	45
11	4th Street (FM 2255)	East & West	From 200ft West of Homestead Ave. to Milwaukee Ave. (0.7mi)	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>
12	4th Street (FM 2255)	East & West	From Milwaukee Ave. to 486' East of Quincy Ave. (0.408mi)	50
13	4th Street (FM 2255)	East & West	From 486ft East of Quincy to 0.292mi East of Inler Ave (FM 179){2.301mi}	60
14	4th Street (FM 2255)	East & West	From 0.292mi East of Inler Ave (FM 179) to 0.3mi East of Research Blvd. (Spur 309) (0.991mi)	55
15	4th Street (FM 2255)	East & West	From 0.30mi East of Research Blvd. (Spur 309) to Research Blvd. (Spur 309)	50
16	East 19th Street	East & West	From East City Limits to East Loop 289 Frontage Rd	35
17	East 19th Street	East & West	From East Loop 289 Frontage Rd to Guava Ave.	40
18	East 19th Street	East & West	From Guava Ave. to Spruce Ave.	30
19	East 19th Street (US62 / SH114)	West Only	From M L King, Jr. Blvd. to Canyon Lake Drive	45
20	East 19th Street (US62 / SH114)	West Only	From Canyon Lake Drive to 80ft West of Birch Ave.	50
21	East 19th Street (US62 / SH114)	West Only	From 80ft West of Birch Ave. to Avenue A	35
22	East 19th Street (US62 / SH114)	East Only	From Avenue A to Weber Drive	35
23	East 19th Street (US62 / SH114)	East & West	From Weber Drive to M L King, Jr. Blvd.	50
24	East 19th Street (US62 / SH114)	East & West	From Avenue A to University Ave.	35
25	East 19th Street (US62 / SH114)	East & West	From University Ave. to Canton Ave.	35
26	East 19th Street (US62 / SH114)	West Only	From Canton Ave. to Gary Ave.	40
27	East 19th Street (US62 / SH114)	West Only	Gary Ave. to Orlando Ave.	45
28	East 19th Street (US62 / SH114)	East Only	From Marsha Sharp Frwy (US82) to Canton Ave.	40
29	19th Street (SH 114)	East & West	From Orlando Ave. to West Loop 289	45
30	19th Street (SH114)	East & West	From West Loop 289 to Juneau Ave.	50
31	19th Street (SH114)	East & West	From Juneau Ave. to Yuma Ave.	55
32	19th Street (SH114)	East & West	From Yuma Ave. to West City Limits	60
33	21st Street	East & West	From Joliet Ave. to Louisville Ave.	20

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
34	29th Drive	East & West	From 34th St. to Marsha Sharp Freeway (US 62/82)	35
35	29th Drive	East & West	From Marsha Sharp Freeway (US 62/82) to Slide Rd	35
36	29th Street	East & West	From Slide Road to Chicago Ave.	35
37	East 34th Street	East & West	From M L King, Jr. Blvd. to Avenue A	40
38	34th Street	East & West	From Avenue A to Avenue G	40
39	34th Street	West Only	From Avenue G to Avenue J	40
40	34th Street	East Only	From Avenue J to Avenue G	35
42	34th Street	East & West	From Slide Road to 160ft West of Englewood Ave.	35
42	34th Street	East & West	From Avenue J to Slide Road	35
43	34th Street	East & West	From 160ft West of Englewood Ave. to 930ft West of West Loop 289	40
44	34th Street	East & West	From 930ft West of West Loop 289 to the West City Limits	50
45	East 40th Street	East & West	From M L King, Jr. Blvd. to Avenue A	35
46	East 50th Street (FM 835)	West Only	From the East City Limits to East Loop 289	60
47	East 50th Street (FM 835)	West Only	From East Loop 289 to 0.15mi East of Guava Ave.	55
48	East 50th Street (FM 835)	East Only	From 0.15mi East of Guava Ave. to the East City Limits	55
49	East 50th Street (FM 835)	East & West	From 0.15mi East of Guava Ave. to Southeast Drive (Spur 331)	45
50	East 50th Street (FM 835)	East & West	From Southeast Drive (Spur331) to Avenue A	45
51	50th Street (FM 835)	East & West	From Avenue A to Interstate-27	40
52	50th Street	East & West	From Interstate-27 to Slide Road	40
53	50th Street	East & West	From Slide Road to West Loop 289 Frontage Road	40
54	East 66th Street	East & West	From M L King, Jr, Blvd. to East Slaton Road (US 84)	45
55	66th Street	East & West	From East Slaton Road (US 84) to Interstate-27 Frontage Road	45
56	66th Street	East & West	From Interstate-27 Frontage Road to University Ave.	35
57	66th Street	East & West	From University Ave. to Indiana Ave.	35
58	66th Street	East & West	From Frankford Ave. to Marsha Sharp Frwy (US 62/82)	45
59	74th Street	East & West	From University Ave. to Elgin Ave.	35
60	74th Street	East & West	From Quaker Ave. to Utica Ave.	35

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
61	East 82nd Street	East & West	From M L King, Jr. Blvd. to Interstate-27	50
62	82nd Street	East & West	From Interstate-27 to University Ave.	50
63	82nd Street	East & West	From University Ave. to Frankford Ave.	45
64	82nd Street	East & West	From Frankford Ave. to the West City Limits	50
65	98th Street	East & West	From the East City Limits to University Ave.	45
66	98th Street	East & West	From University Ave. to Nashville Ave.	50
67	98th Street	East & West	From Nashville Ave. to Savannah Ave.	40
68	98th Street	East & West	From Savannah Ave. to Slide Rd. (FM 1730)	50
69	98th Street	East & West	From Slide Road (FM 1730) to Frankford Ave.	50
70	98th Street	East & West	From Frankford Ave. to the West City Limits	40
71	114th Street	East & West	From University Ave. to Indiana Ave.	50
72	114th Street	East & West	From Quaker Ave. to Slide Rd (FM 1730)	50
73	114th Street	East & West	From Slide Road (FM 1730) to Upland Ave.	55
74	130th Street (FM 1585)	East & West	From 0.41mi East of Indiana Ave. to 0.125mi West of Slide Rd (FM 1730)	60
75	130th Street (FM 1585)	East & West	From 0.125mi West of Frankford Ave to 0.322mi West of Frankford Ave	60
76	130th Street (FM 1585)	East & West	From 0.322mi West of Frankford Ave to 380ft West of Alcove Ave	65
77	Alcove Avenue	North & South	From the North City Limits to 82nd St.	55
78	Alcove Avenue	North & South	From 82nd St. to 98th St.	40
79	Alcove Avenue	North & South	From 98th St. to the South City Limits	55
80	North Ash Avenue	North & South	From Interstate-27 Frontage Rd to Ursuline St.	40
81	North Ash Avenue	North & South	From Ursuline St to North Loop 289	35
82	North Ash Avenue	South Only	From North Loop 289 to Erskine St.	40
83	North Ash Avenue	South Only	From Erskine St. to Municipal Drive	35
84	North Ash Avenue	North Only	From Municipal Drive to North Loop 289	40
85	Avenue A	South Only	From Marsh Sharp Frwy (US 82) to 264ft South of 23rd St.	35
86	Avenue A	South Only	From 264ft South of 23rd St. to 70ft South of 51st St.	40
87	Avenue A South Drive	South Only	From 70ft South of 51st St. to 85ft South of 61st St.	50
88	Avenue A South Drive	South Only	From 85ft South of 61st St. to Interstate-27 Frontage Road	45

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
89	Avenue A South Drive	North Only	From Interstate-27 Frontage Road to 174ft North of East 61st St.	45
90	Avenue A South Drive	North Only	From 174ft North of East 61st St. to 0.15mi South of East 50th St. (FM 835)	50
91	Avenue A	North Only	From 0.15mi South of East 50th St. (FM 835) to 0.20mi North of East 34th St.	40
92	Avenue A	North Only	From 0.20mi North of East 34th St. to East 30th St.	35
93	Avenue A	North Only	From East 30th St. to 370ft South of East 19th St. (US 62)	40
94	Avenue A	North Only	From 370ft South of East 19th St. (US 62) to East 8th St.	35
95	Avenue A	North Only	From East 8th St. to Marsha Sharp Frwy (US 82)	40
96	Avenue D	North & South	From 40th St. to 42nd St.	20
97	Avenue L	North & South	From 34th St. to 50th St.	35
98	Avenue P	North & South	From South Loop 289 Frontage Rd to 82nd St.	30
99	Avenue P	North & South	From 82nd St. to 84th St.	35
100	Avenue P	North & South	From 84th St. to the South City Limits	50
101	Avenue Q North Drive (Spur 326)	South Only	From Interstate-27 Frontage Rd to 90ft South of Grinnell St.	50
102	Avenue Q North Drive (Spur 326)	South Only	From 90ft South of Grinnell St. to 0.16mi South of Erskine St.	45
103	Avenue Q North Drive (Spur 326)	South Only	From 0.16mi South of Erskine St. to Clovis Rd (US 84)	55
104	Avenue Q North Drive (Spur 326)	North Only	From Clovis Rd (US 84) to 230ft North of 1st St.	45
105	Avenue Q North Drive (Spur 326)	North Only	From 230ft North of 1st St. to 0.12mi South of Erskine St	55
106	Avenue Q North Drive (Spur 326)	North Only	From 0.12mi South of Erskine St to Interstate-27 (SB) Frontage Rd	45
107	Avenue Q (US 84)	North & South	From Clovis Rd (US84) to Marsha Sharp Frwy (US 82)	35
108	Avenue Q (US 84)	North & South	From Marsha Sharp Frwy (US 82) to 23rd St.	35
109	Avenue Q (US 84)	North & South	From 23rd St. to 50th St.	45
110	Avenue Q South Drive (US 84)	Southeast & Northwest	From 50th St. to 54th St.	40
111	Avenue Q South Drive (US 84)	Southeast & Northwest	From 54th St. to 58th St.	45

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
112	Avenue Q South Drive Main Lanes (US 84)	Southeast & Northwest	From 58th St. to 0.257mi Southeast of 58th St.	50
113	Avenue Q South Drive Main Lanes (US 84)	Southeast & Northwest	From 0.257mi Southeast of 58th St. to Interstate-27	55
114	Avenue Q South Drive / Slaton Hwy Frontage Rd (US 84)	Northwest	From 200ft Southwest of Ash Ave. to 58th St.	45
115	Avenue Q South Drive / Slaton Hwy Frontage Rd (US 84)	Southeast	From 58th St. to 600ft Southeast of Ash Ave.	45
116	East Broadway	East & West	From Idalou Road (US 62) to Avenue A (US 87B)	45
117	Broadway	East & West	From Avenue Q (US 84) to University Ave.	35
118	Buddy Holly Avenue	North & South	From North Interstate-27 (Frontage Rd) to Marsha Sharp Freeway (US 82)	40
119	Buddy Holly Avenue	North Only	From Marsha Sharp Freeway (US 82) to Broadway	35
120	Buddy Holly Avenue	North & South	From Broadway to Interstate-27 (North Frontage Rd)	35
121	Clovis Road (US 84)	Southeast & Northwest	From Avenue Q to Avenue S	35
122	Clovis Road (US 84)	Southeast & Northwest	From Avenue S to North Vernon Ave.	40
123	Clovis Road (US 84)	Southeast & Northwest	From North Vernon Ave. to Erskine Ave.	45
124	Clovis Road (US84)	Southeast & Northwest	From Erskine St. to North Loop 289	50
125	Clovis Road (US 84)	Southeast & Northwest	From North Loop 289 to the West City Limits	60
126	Clovis Road Frontage Road	Southeast & Northwest	From North Loop 289 to the West City Limits	35
127	Elm Avenue	North & South	From East 50th St. (FM 835) to East 66th St.	40
128	Erskine Street	East & West	From North Ash Ave. to Interstate-27	35
129	Erskine Street	East & West	From Interstate-27 to North Avenue Q Drive (Spur 326)	45
130	Erskine Street	East & West	From North Avenue Q Dr (Spur 326) to North University Ave. (FM 1264)	50
131	Erskine Street	East & West	From 100ft West of North Knoxville Ave. to North Texas Tech Parkway	50
132	Erskine Street	East & West	From North Indiana Ave. to 100ft West of North Knoxville Ave.	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>
133	Erskin Street	East & West	From North Loop 289 to North Frankford Ave. (FM 2528)	45
134	Erskin Street	East & West	From North Frankford Ave.(FM 2528) to North Milwaukee Ave.	55
135	North Frankford Avenue (FM 2528)	North & South	From North City Limits to Princeton St.	60
136	North Frankford Avenue (FM 2528)	North & South	From Princeton St. to Cornell St.	55
137	North Frankford Avenue (FM 2528)	North & South	From Cornell St. to 3rd St.	50
138	Frankford Avenue (FM 2528)	North & South	From 3rd St. to West Loop 289	45
139	Frankford Avenue	North & South	From West Loop 289 to 19th St.	40
140	Frankford Avenue	North & South	From 19th St. (SH 114) to 41st St.	40
141	Frankford Avenue	North & South	From West Loop 289 to 500ft North of Spur 327	45
142	Frankford Avenue	South Only	From 500ft North of Spur 327 to Spur 327	35
143	Frankford Avenue	North Only	From Spur 327 to 500ft North of Spur 327	45
144	Frankford Avenue	South Only	From Spur 327 to 500ft South of Spur 327	45
145	Frankford Avenue	North Only	From 500ft South of Spur 327 to Spur 327	35
146	Frankford Avenue	North & South	From 500ft South of Spur 327 to 98th St.	45
147	Frankford Avenue	North & South	From 98th St. to the South City Limits	55
148	Idalou Road (US 62/82+SH114)	Southwest Only	From the East City Limits to 100ft Northeast of East Dartmouth Ave.	65
149	Idalou Road (US 62/82+SH114)	Southwest Only	From 100ft Northeast of East Dartmouth Ave. to 300ft Northeast of East Baylor Ave.	60
150	Idalou Road (US 62/82+SH114)	Southwest Only	From 300ft Northeast of East Baylor Ave. to East 3rd St.	55
151	Idalou Road (US 62 / SH114)	Southwest Only	From E 3rd St. to 0.128mi Southwest of East Broadway	40
152	Idalou Road (US 62 / SH114)	Southwest Only	From 0.128mi Southwest of East Broadway to M.L. King, Jr. Blvd.	45
153	Idalou Road (US 62 / SH114)	Northeast Only	From M L King, Jr. Blvd. to 100ft Northeast of Spruce Ave.	50
154	Idalou Road (US 62 / SH114)	Northeast Only	From 100ft Northeast of Spruce Ave. to 0.128mi Southwest of East Broadway	45
155	Idalou Road (US 62 / SH114)	Northeast Only	From 0.128mi Southwest of East Broadway to 128ft Northeast of East 4th St. (FM 40)	40
156	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

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
157	Idalou Road (US 62 / SH114)	Northeast Only	From 0.42mi Southwest of the Parkway Drive overpass to 200ft Northeast of East Baylor Ave.	55
158	Idalou Road (US 62/82+SH114)	Northeast Only	From 200ft Northeast of East Baylor Ave. to 100ft Northeast of East Dartmouth Ave.	60
159	Idalou Road (US 62/82+SH114)	Northeast Only	From 100ft Northeast of East Dartmouth Ave. to the East City Limits	65
160	Idalou Road North Frontage Road	Southwest Only	From North Niter St. to East Colgate St.	40
161	Idalou Road North Frontage Road	Southwest Only	From East Colgate St. to Loop 289 Frontage Road	50
162	Idalou Road North Frontage Road	Southwest Only	From Loop 289 Frontage Road to Parkway Drive Frontage	50
163	Idalou Road South Frontage Road	Northeast Only	From East 2nd St. to 190ft Northeast of East Colgate St.	45
164	Idalou Road South Frontage Road	Northeast Only	From 190ft Northeast of East Colgate St. to 133ft Northeast of North Niter Ave.	40
165	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
166	North Indiana Avenue	North & South	From Clovis Road (US 84) to 1st St.	45
167	Indiana Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
168	Indiana Avenue	North & South	From 19th St. (SH 62) to 34th St.	40
169	Indiana Avenue	North & South	From 34th St. to 50th St.	40
170	Indiana Avenue	North & South	From 50th St. to South Loop 289	40
171	Indiana Avenue	North & South	From South Loop 289 to 82nd St.	45
172	Indiana Avenue	North & South	From 82nd St. to 114th St,	45
173	Indiana Avenue	North & South	From 114th St. to the South City Limits	50
174	Inler Avenue (FM 179)	North & South	From North City Limits to 0.664mi North of 34th St. (1.462mi)	50
175	Inler Avenue (FM 179)	North & South	From 0.664mi North of 34th St to the South City Limits (0.789mi)	60
176	Interstate 27 Main Lanes	South Only	From the North City Limits to the South City Limits	65
177	Interstate 27 Main Lanes	North Only	From the North City Limits to the South City Limits	65
178	Interstate 27 Frontage Rd	South Only	From North City Limits to 554 ft South of Country Club Dr	55
179	Interstate 27 Frontage Rd	South Only	From 554ft South of Country Club Dr to Marsha Sharp Freeway (US 82)	50
180	Interstate 27 Frontage Rd	South Only	From 13th St. To 550ft South of 19th St. (US 62)	45
181	Interstate 27 Frontage Rd	South Only	From 550ft South of 19th St. (US 62) to 170ft North of 32nd St.	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>
182	Interstate 27 Frontage Rd	South Only	From 170ft North of 32nd St. to 211ft South of 66th St.	45
183	Interstate 27 Frontage Rd	South Only	From 211ft South of 66th St. to 77th St.	55
184	Interstate 27 Frontage Rd	South Only	From 77th St. to South City Limits	45
185	Interstate 27 Frontage Rd	North Only	From South City Limits To 77th St.	45
186	Interstate 27 Frontage Rd	North Only	From 77th St. to 211ft South of 66th St.	50
187	Interstate 27 Frontage Rd	North Only	From 211ft South of 66th St. to 550ft South of 19th St. (US 62)	45
188	Interstate 27 Frontage Rd	North Only	From 550ft South of 19th St. (US 62) to 13th St.	40
189	Interstate 27 Frontage Rd	North Only	From Marsha Sharp Freeway (US 82) to 554ft South of Country Club Dr	50
190	Interstate 27 Frontage Rd	North Only	From 554ft South of Country Club Dr to North City Limits	55
191	East Kent Street (FM 2641)	East & West	From the East City Limits to North Guava Ave.	55
192	East Kent Street	East & West	From FM 2641 to M L King, Jr. Blvd.	45
193	East Kent Street	East & West	From M L King, Jr. Blvd. to Interstate-27	40
194	Kent Street	East & West	From Mesa Road to North University Ave. (FM 1264)	45
195	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 600ft East of Interstate-27 to 0.5Mi North of 34th St.	60
196	Loop 289 Main Lanes	Clockwise & Counter-Clockwise	From 0.5Mi North of 34th St. to 600ft East of Interstate-27	65
197	Loop 289 Frontage Road	Counter-Clockwise	From Idalou Road (US 62/82) to 0.230mi Northwest of Idalou Road (US 62/82)	45
198	Loop 289 Frontage Road	Counter-Clockwise	From .0230mi Northwest of Idalou Road (US 62/82) to Municipal Drive	50
199	Loop 289 Frontage Road	Counter-Clockwise	From Municipal Drive to M L King, Jr. Blvd.	40
200	Loop 289 Frontage Road	Counter-Clockwise	From M L King, Jr. Blvd. to North Avenue N	50
201	Loop 289 Frontage Road	Counter-Clockwise	From North Avenue N to the Santa Fe Railway overpass and thru the Turnaround	40
202	Loop 289 Frontage Road	Counter-Clockwise	From Santa Fe Railway overpass to 1.818mi West of the Santa Fe Railway overpass	50

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
203	Loop 289 Frontage Road	Counter-Clockwise	From 1.818mi West of the Santa Fe Railroad overpass West 0.200mi. to Landmark Lane	45
204	Loop 289 Frontage Road	Counter-Clockwise	From Clovis Rd (US 84) Southwesterly a distance of 0.3mi	45
205	Loop 289 Frontage Road	Counter-Clockwise	From 0.300mi Southwest of Clovis Rd (US84) Southwest 0.495mi	55
206	Loop 289 Frontage Road	Counter-Clockwise	From 0.795mi Southwest of Clovis Rd (US84 to North Quaker Ave.	45
207	Loop 289 Frontage Road	Counter-Clockwise	From North Quaker Ave. to 0.200mi Southwest of North Quaker Ave.	45
208	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
209	Loop 289 Frontage Road	Counter-Clockwise	From 0.261mi Northeast of 4th St. (FM 2255) to 4th St. (FM 2255)	45
210	Loop 289 Frontage Road	Counter-Clockwise	From 4th St. (FM 2255) to 0.25mi Southwest of 4th St. (FM 2255)	45
211	Loop 289 Frontage Road	Counter-Clockwise	From 0.25mi Southwest of 4th St. (FM 2255) Southwesterly a distance of 0.923mi	55
212	Loop 289 Frontage Road	Counter-Clockwise	From 1.173mi Southwest of 4th St. (FM 2255) to 19th St. (SH 114)	45
213	Loop 289 Frontage Road	Counter-Clockwise	From 19th St. (SH 114) to 0.35mi South of 19th St. (SH 114)	40
214	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi South of 19th St. (SH 114) South a distance of 0.515mi	55
215	Loop 289 Frontage Road	Counter-Clockwise	From 0.865mi South of 19th St. (SH 114) to 34th St.	45
216	Loop 289 Frontage Road	Counter-Clockwise	From 34th St. to the Marsha Sharp Freeway (US 62/82)	45
217	Loop 289 Frontage Road	Counter-Clockwise	From the Marsha Sharp Freeway (US 62/82) to 50th St.	45
218	Loop 289 Frontage Road	Counter-Clockwise	From 50th St. to 0.35mi East of University Ave.	50
219	Loop 289 Frontage Road	Counter-Clockwise	From 0.350mi East of University Ave. to 0.060mi North of East 4th St. (FM 40)	55
220	Loop 289 Frontage Road	Counter-Clockwise	From 0.060mi North of East 4th St. (FM 40) to Idalou Road (US 62/82)	50
221	Loop 289 Frontage Road	West to North	Loop 289 Frontage Rd Exit to Northbound Interstate-27 Frontage Rd	55
222	Loop 289 Frontage Road	North to East	From US 87 Frontage Rd Exit to Eastbound Loop 289 Frontage Rd	40
223	Loop 289 Frontage Road	South Only	From 0.2mi SE of Loop 289 Frontage Exit to Southbound US 87 Frontage Rd	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>
224	Loop 289 Frontage Road	East to South	From Loop 289 Frontage Rd Exit to US 87 a distance of 0.2 mi	55
225	Loop 289 Frontage Road	South to West	From Southbound Interstate-27 Frontage Rd Exit to Westbound South Loop 289 Frontage Rd	40
226	Loop 289 Frontage Road	Clockwise	From Idalou Road (US62/82) to 0.06mi North of East 4th St. (FM40)	50
227	Loop 289 Frontage Road	Clockwise	From 0.06mi North of East 4th St. to 0.35mi East of University Ave.	55
228	Loop 289 Frontage Road	Clockwise	From 0.35mi East of University Ave. to 50th St.	50
229	Loop 289 Frontage Road	Clockwise	From 50th St. to the Marsha Sharp Freeway (US62/82)	45
230	Loop 289 Frontage Road	Clockwise	From the Marsha Sharp Freeway (US62/82) to 34th St.	45
231	Loop 289 Frontage Road	Clockwise	From 34th St. Northerly a distance of 0.29mi	45
232	Loop 289 Frontage Road	Clockwise	From 0.29mi North of 34th St. Northerly a distance of 0.466mi	55
233	Loop 289 Frontage Road	Clockwise	From 0.756mi North of 34th St. to 19th St. (SH 114)	45
234	Loop 289 Frontage Road	Clockwise	From 19th St. (SH 114) to 0.25mi Northeast of 19th St. (SH 114)	45
235	Loop 289 Frontage Road	Clockwise	From 0.250mi Northeast of 19th St. (SH 114) Northeasterly a distance of 0.996mi	55
236	Loop 289 Frontage Road	Clockwise	From 1.216mi Northeast of 19th St. (SH 114) to 4th St. (FM 2255)	45
237	Loop 289 Frontage Road	Clockwise	From 4th St. (FM 2255) Northeasterly a distance of 0.167mi	45
238	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
239	Loop 289 Frontage Road	Clockwise	From 0.334mi Southwest of North Quaker Ave. to North Quaker Ave.	45
240	Loop 289 Frontage Road	Clockwise	From North Quaker Ave. Northeasterly a distance of 0.200mi	45
241	Loop 289 Frontage Road	Clockwise	From 0.200mi Northeast of North Quaker Ave. Northeasterly a distance of 0.530mi	55
242	Loop 289 Frontage Road	Clockwise	From 0.730mi Northeast of North Quaker Ave. to Clovis Road (US84)	45
243	Loop 289 Frontage Road	Clockwise	From Landmark Lane to 0.250mi East of Landmark Lane	45
244	Loop 289 Frontage Road	Clockwise	From 0.250mi East of Landmark Lane East 1.6mi to 385ft West of North Avenue S	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>
245	Loop 289 Frontage Road	Clockwise	From 385ft West of North Avenue S Easterly to the Santa Fe Railway overpass thru the turnaround	35
246	Loop 289 Frontage Road	Clockwise	From the Santa Fe Railway overpass Easterly to North Avenue N	40
247	Loop 289 Frontage Road	Clockwise	From North Avenue N East to North Interstate-27	50
248	Loop 289 Frontage Road	Clockwise	From North Interstate 27 to North Globe Ave.	40
249	Loop 289 Frontage Road	Clockwise	From North Globe Ave. Southeasterly a distance of 2.306mi	50
250	Loop 289 Frontage Road	Clockwise	From 2.306mi Southeasterly from North Globe Ave. to Idalou Road (US 62/82)	45
251	Main Street	East & West	From Avenue Q to University Ave.	35
252	Marsha Sharp Freeway Main Lanes (US 82)	East & West	From Parkway Drive Bridge (East Side) to 500ft East of IH-27 NB Frontage Road	55
253	Marsha Sharp Freeway Main Lanes (US 82)	East & West	From 500ft East of IH-27 NB Frontage Road to University Ave.	65
254	Marsha Sharp Freeway Main Lanes (US 82)	Northeast & Southwest	From University Ave. to 0.592mi West of West Loop 289	65
255	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.592mi West of West Loop 289 to 0.226mi Southwest of Upland Ave	60
256	Marsha Sharp Freeway (US 62/82)	Northeast & Southwest	From 0.226mi Southwest of Upland Ave. to the Southwest City Limits	65
257	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From 0.32 mi East of IH-27 NB Frontage Rd to Buddy Holly Ave	45
258	Marsha Sharp Freeway Frontage Road (US 82)	East Only	From Buddy Holly Ave to 0.40mi East of IH-27 NB Frontage Rd	45
259	Marsha Sharp Freeway Frontage Road (US 82)	East & West	From Buddy Holly Ave to Avenue L	45
260	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Avenue L to Avenue Q (US 84)	45
261	Marsha Sharp Freeway Frontage Road (US 82)	East Only	From Avenue Q (US 84) to Ave L	45
262	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Avenue Q (US 84) to University Ave	45

Line Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Speed
263	Marsha Sharp Freeway Frontage Road (US 82)	East Only	University Ave to Avenue Q (US 84)	45
264	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From University Ave to Detroit Ave	45
265	Marsha Sharp Freeway Frontage Road (US 82)	West Only	From Exit Ramp West of University to 4th St (FM 2255) @ Elgin Ave	45
267	Marsha Sharp Freeway Frontage Road (US 82)	Northeast Only	From Drive of Champions to University Ave	45
268	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From SB Exit Ramp/Texas Tech Parkway to Orlando Ave.	45
269	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From NB Exit Ramp/Texas Tech Parkway to On Ramp NE of TTParkway	45
270	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From 19th St. (SH 114) to Chicago Ave.	45
271	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From Chicago Ave to 19th Street (SH 114)	45
272	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Southwest Only	From Chicago Ave. to 0.5mi West of West Loop 289	50
273	Marsha Sharp Freeway Frontage Road (US 62 / 82)	Northeast Only	From 0.5mi West of West Loop 289 to Chicago Ave.	50
274	North M. L. King, Jr. Boulevard (LIA Terminal Access)	North Only	From E Bluefield St. (Station 0+00) Northerly 2160ft to Station 21+60 (0.409mi)	40
275	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From 2160ft North of Bluefield St. (Station 21+60) Westerly 775ft to Station 29+35 (0.147mi)	20
276	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From Station 29+35 Westerly, Southerly & Easterly 1309Ft. to Station 42+42 (0.248mi)	10
277	North M. L. King, Jr. Boulevard (LIA Terminal Access)	Counter-Clockwise	From Station 42+42 Westerly/ Southerly 1000Ft to Station 52+52 (0.189mi)	20
278	North M. L. King, Jr. Boulevard (LIA Terminal Access)	South Only	From Station 52+52 South to E Bluefield St. (Station 0+00) (0.214mi)	40
279	North M. L. King, Jr. Boulevard	North & South	From East Bluefield St. to East Regis St. (FM 2641)	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>
280	North M. L. King, Jr. Boulevard	North & South	From East Regis St. (FM 2641) to East Ursuline St.	50
281	North M. L. King, Jr. Boulevard	North & South	From East Ursuline St. to North Loop 289	45
282	North M. L. King, Jr. Boulevard	South Only	From North Loop 289 to East 2nd St.	40
283	M. L. King, Jr. Boulevard	South Only	From East 2nd St. to 0.181mi South of Parkway Drive (US 82)	35
284	M. L. King, Jr. Boulevard	South Only	From 0.181mi South of Parkway Drive (US 82) to 0.065mi South of East 50th St.	40
285	M. L. King, Jr. Boulevard	South Only	From 0.065mi South of East 50th St. to East Slaton Road (US 84)	50
286	M. L. King, Jr. Boulevard	North Only	From East Slaton Road (US 84) to 0.070mi North of East 50th St.	50
287	M. L. King, Jr. Boulevard	North Only	From 0.070mi North of East 50th St. to North Loop 289	40
288	M. L. King, Jr. Boulevard	North & South	From East Slaton Hwy (US 84) to the South City Limits	45
289	North Milwaukee Avenue	North & South	From the North City Limits to Erskine St.	55
290	North Milwaukee Avenue	North & South	From Erskine St. to 1st St.	45
291	Milwaukee Avenue	North & South	From 1st St. to 4th St. (FM 2255)	45
292	Milwaukee Avenue	North & South	From 4th St. (FM 2255) to 19th St. (SH 114)	50
293	Milwaukee Avenue	North & South	From 19th St. (SH 114) to 34th St.	50
294	Milwaukee Avenue	North & South	From 34th St. to 50th St.	50
295	Milwaukee Avenue	North & South	From 50th St. to 66th St.	45
296	Milwaukee Avenue	North & South	From 66th St. to 93rd St.	50
297	Milwaukee Avenue	North & South	From 93rd St. to South City Limits	45
298	Municipal Drive	Northeast & Southwest	From North Guava Ave. to Northeast Loop 289	45
299	Municipal Drive	Northeast & Southwest	From Northeast Loop 289 to Interstate-27	35
300	Parkway Drive Entrance (US 82)	West Only	From Idalou Rd (US 62/82) to Parkway Drive (US 82)	50
301	Parkway Drive Exit (US 82)	East Only	From Parkway Drive (US 82) to Idalou Road (US 62/82)	50
302	Parkway Drive Main Lanes (US 82)	East & West	From Idalou Road (US 62/82) to North Guava Ave.	55
303	Parkway Drive (US 82)	Northeast & Southwest	From Guava Ave. to Parkway Drive Bridge (East Side)	45
304	North Quaker Avenue	North & South	From the North City Limits to 300ft South of Kemper St.	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>
305	North Quaker Avenue	North & South	From 300Ft South of Kemper St. to North Loop 289 Frontage Rd	35
306	North Quaker Avenue	North & South	From Texas Tech Pkwy South a distance of 0.147mi	35
307	North Quaker Avenue / Quaker Avenue	North & South	From 0.147mi South of Texas Tech Parkway to 4th St. (FM 2255)	50
308	Quaker Avenue	North & South	From 4th St. (FM2255) to 19th St. (SH 114)	45
309	Quaker Avenue	North & South	From 19th St. to Marsha Sharp Frwy (US 62/82)	35
310	Quaker Avenue	North & South	From Marsha Sharp Frwy (US 62/82) to 61st St.	40
311	Quaker Avenue	North & South	From 61st St. to South Loop 289	35
312	Quaker Avenue	North & South	From South Loop 289 to 76th St.	40
313	Quaker Avenue	North & South	From 76th St. to 82nd St.	45
314	Quaker Avenue	North & South	From 82nd St. to 93rd St.	45
315	Quaker Avenue	North & South	From 93rd St. to 98th St.	40
316	Quaker Avenue	North & South	From 98th St. to 102nd St.	40
317	Quaker Avenue	North & South	From 102nd St. to the South City Limits	50
318	East Regis Street (FM 2641)	East & West	From North Guava Ave. to M L King, Jr. Blvd.	55
319	East Regis Street (FM 2641)	West Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	55
320	East Regis Street (FM 2641)	East Only	From M L King, Jr. Blvd. to 0.727mi East of Interstate-27	45
321	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
322	Regis Street (FM 2641)	East & West	From 0.2mi East of Interstate-27 to 0.155mi West of Interstate-27	45
323	Regis Street (FM 2641)	East & West	From 0.155mi West of Interstate-27 to the West City Limits	55
324	Research Boulevard (Spur 309)	North & South	From 4th St. (FM 2255) South a distance of 0.20mi	50
325	Research Boulevard (Spur 309)	North & South	From 0.20mi South of 4th St. (FM 2255) South a distance of 0.6mi	55
326	Research Boulevard (Spur 309)	North & South	From 0.80mi South of 4th St. (FM 2255) to 19th St. (SH 114)	50
327	Research Boulevard	North & South	From 19th St. (SH 114) to the South City Limits	50
328	East Slaton Road Main Lanes (US 84)	East & West	From Interstate-27 to 0.32mi Southeast of Loop 289	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>
329	East Slaton Road (US 84)	Northeast Only	From 0.32mi Southeast of Loop 289 Southeasterly a distance of 1.22mi	60
330	East Slaton Road (US 84)	Southeast & Northwest	From 1.54mi Southeast of Loop 289 to the Southeast City Limits	65
331	North Slide Road	North & South	From 150ft North of Marshall Street to Erskine Street	40
332	North Slide Road	North & South	From Erskine Street to North Loop 289	40
333	Slide Road	North & South	From North Loop 289 to 4th Street (FM 2255)	40
334	Slide Road	North & South	From 4th St. to 264ft North of 71st St.	40
335	Slide Road (FM 1730)	North & South	From 264ft North of 71st to 82nd St.	45
336	Slide Road (FM 1730)	North & South	From 82nd St to 0.142mi South of 82nd St	45
337	Slide Road (FM 1730)	North & South	From 0.142mi South of 82nd St. to 0.25mi South of 98th St.	50
338	Slide Road (FM 1730)	North & South	From 0.25mi South of 98th St. to the South City Limits	60
339	Southeast Drive	Southeast Only	From M L King, Jr. Blvd. to 0.09mi Southeast of M L King, Jr. Blvd.	40
340	Southeast Drive	Southeast Only	From 0.09mi Southeast of M L King, Jr. Blvd. to East 38th St.	45
341	Southeast Drive	Southeast Only	From East 38th St. to 114ft Northwest of East 46th St.	55
342	Southeast Drive	Southeast Only	From 114ft Northwest of East 46th St. to East 50th St. (FM 835)	50
343	Southeast Drive	Northwest Only	From East 50th St. (FM 835) to East 47th St.	50
344	Southeast Drive	Northwest Only	From East 47th St. to 0.10mi Northwest of East 38th St.	55
345	Southeast Drive	Northwest Only	From 0.10mi Northwest of East 38th St. to 200ft Southeast of ML King, Jr. Blvd.	50
346	Southeast Drive	Northwest Only	From 200ft Southeast of ML King, Jr. Blvd. to ML King, Jr. Blvd.	40
347	Southeast Drive (Spur 331)	Southeast & Northwest	From East 50th St. (FM 835) Southeast a distance of 0.104mi	55
348	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
349	Southeast Drive (Spur 331)	Southeast & Northwest	From 0.22mi Southeast of SE Loop 289 to the Southeast City Limits	65
350	Spur 327	East & West	From the end of the Spur 327 Exit on South Loop 289 to 400ft West of Iola Ave. (1.12mi)	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>
351	Spur 327	East & West	From 400ft West of Iola Ave. to 0.13mi West of Milwaukee Ave. (0.645mi)	55
352	Spur 327	East & West	From 0.13mi West of Milwaukee Ave. to Marsha Sharp Frwy (US62/82) (0.5mi)	60
353	Texas Avenue	South Only	From Marsha Sharp Freeway (US 82) to Broadway	35
354	Texas Avenue	North & South	From Broadway to Interstate-27	35
355	North Texas Tech Parkway	North & South	From Erskine St. to 0.261mi North of 4th St. (FM 2255)	45
356	Texas Tech Parkway	North & South	From 0.261mi North of 4th St. (FM 2255) to 4th St. (FM 2255)	45
357	Texas Tech Parkway	North & South	From 4th St. (FM 2255) to Marsha Sharp Freeway (US 82)	40
358	Texas Tech Parkway	Southeast & Northwest	From Marsha Sharp Freeway (US82) to 19th St. (US62/SH114)	30
359	North University Avenue (FM 1264)	North & South	From the North City Limits to 0.2mi North of North Loop 289	55
360	North University Avenue (FM 1264)	North & South	From 0.2mi North of North Loop 289 to Queens St.	45
361	North University Avenue (FM 1264)	South Only	From Queens St. to 0.2mi North of Clovis Rd (US 84)	50
362	North University Avenue (FM 1264)	South Only	From 0.2mi North of Clovis Road (US84) to Clovis Road (US84)	40
363	North University Avenue (FM 1264)	North Only	From Clovis Road (US84) to Erskine St.	35
364	North University Avenue (FM 1264)	North Only	From Erskine St. North a distance of 0.2mi	45
365	North University Avenue (FM 1264)	North & South	From 0.2mi North of Erskine St. to Queens St.	50
366	North University Avenue	North & South	From Clovis Road (US84) to Auburn St.	35
367	North University Avenue	North & South	From Auburn St. to 1st St.	35
368	University Avenue	North & South	From 1st St. to Marsha Sharp Freeway (US 82)	35
369	University Avenue	North & South	From Marsha Sharp Freeway (US 82) to 19th St. (US 62)	30
370	University Avenue	North & South	From 19th St. (US62) to 34th St.	40
371	University Avenue	North & South	From 34th St. to 50th St.	40
372	University Avenue	North & South	From 50th St. to South Loop 289	40
373	University Avenue	North & South	From South Loop 289 to 82nd St.	45
374	University Avenue	North & South	From 82nd St. to the South City Limits	45
375	Upland Avenue	North & South	From North City Limits to 19th St. (SH 114)	50
376	Upland Avenue	North & South	From 19th St. (SH 114) to 98th St.	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>
377	Upland Avenue	North & South	From 98th St. to the South City Limits	55
378	East Ursuline Street	East & West	From North M L King, Jr. Blvd. to North Ash Ave.	35
379	US 87 Main Lanes	North & South	From 350ft North of 98th St. to 0.5mi North of 114th St.	70
380	US 87 Frontage Road	South Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45
381	US 87 Frontage Road	North Only	From 350ft North of 98th St. to 0.5mi North of 114th St.	45

The preceding list of streets and avenues has been revised in alphabetical order, with the numbered streets listed first. All Streets will read from east to west, and all Avenues will read from north to south. There are some exceptions for divided highways, whose speed limits differ in the opposing directions.

*Approved Ordinances for official street name changes can be found in the Lubbock Code of Ordinances, Chapter 36 - Street, Sidewalks and Other Public Ways.

Preceding Speed Limit Ordinances:

Ord. No. 2000-O0033, § 1, 7/27/00	Ord. No. 2001-O0039, § 1, 6/14/01
Ord. No. 2003-O0047, § 1, 6/12/03	Ord. No. 2004-O0080, § 1, 7/21/04
Ord. No. 2005-O0069, § 1, 7/14/05	Ord. No. 2007-O0097, § 1, 10/11/07
Ord. No. 2009-O0061, § 1, 07/28/09	Ord. No. 2010-O0118, § 1, 1/14/10
Ord. No. 2011-O0066, § 1, 08/25/11	

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 IT IS SO ORDERED.

Passed by the City Council on first reading this ____ day of _____, 2012.


Passed by the City Council on second reading this ____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

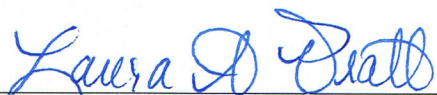
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Marsha Reed, Chief Operating Officer

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Ord-2012 Proposed Speed Limit.docx

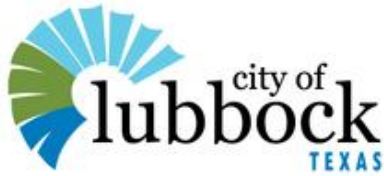
Speed Limit Ordinance Changes

October 5, 2012

Itemized list of changes to the current Speed Limit Ordinance 2011_O0066; 08/25/2011

2012 Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Existing Speed	Proposed Speed	Comment
71	114 th Street	East & West	From University Ave. to Indiana Ave.	55	50	<u>New Item:</u> Speed study following paving project completed 2012
NA	114 th Street	East & West	From Indiana Ave. to Quaker Ave.	55	(30)	<u>Deleted:</u> Half mile of 114 th Street, from Memphis Ave. to Indiana Ave remains unpaved. Speed is reduced to match residential speed limit until constructed.
72	114 th Street	East & West	From Quaker Ave. to Slide Rd (FM 1730)	55	50	<u>New Item:</u> Speed study following paving project completed 2012
172	Indiana Avenue	North & South	From 82nd Street to 114th Street	45	45	<u>Change Description Only:</u> Speed Limit unchanged
173	Indiana Avenue	North & South	From 114th Street to the South City Limits	45	50	<u>New Item:</u> Speed study following reconstruction project completed 2011
NA	Marsha Sharp Freeway (US 82) Main Lanes	East Bound Only	From Ave R to Exit Ramp to Ave L	45	NA	<u>Deleted:</u> Previously end of freeway Completion of Phase IV
252	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From Parkway Drive Bridge (East Side) to 500ft East of IH-27 Northbound Frontage Road	45	55	<u>New Item:</u> TxDOT posted speed Completion of Phase IV
253	Marsha Sharp Freeway (US 82) Main Lanes	East & West	From 500ft East of IH-27 Northbound Frontage Road to University Ave.	60	65	<u>Change Description & Speed:</u> TxDOT posted speed Completion of Phase IV

2012 Item No.	Lubbock Street Name (TxDOT Name)	Travel Direction	Speed Limit Description	Existing Speed	Proposed Speed	Comment
257	Marsha Sharp Freeway (US 82) Frontage Road	West Only	From 0.32mi East of IH-27 Northbound Frontage Rd to Buddy Holly Ave	NA	45	<u>New Item:</u> TxDOT posted speed Completion of Phase IV
258	Marsha Sharp Freeway (US 82) Frontage Road	East Only	From Buddy Holly Ave to 0.40mi East of IH-27 Northbound Frontage Road	NA	45	<u>New Item:</u> TxDOT posted speed Completion of Phase IV
259	Marsha Sharp Freeway (US 82) Frontage Road	East & West	From Buddy Holly Ave to Avenue L	NA	45	<u>New Item:</u> TxDOT posted speed Completion of Phase IV
294	Milwaukee Avenue	North & South	From 34th Street to 50th Street	45	50	<u>Change Description & Speed:</u> Speed study
295	Milwaukee Avenue	North & South	From 50th Street to 66th Street	45/50	45	<u>New Item:</u> Four closely spaced signals, roadway geometry, congestion
296	Milwaukee Avenue	North & South	From 66th Street to 93rd Street	50	50	<u>Change Description Only:</u> Speed Limit unchanged
303	Parkway Drive (US 82)	East & West	From Guava Ave. to Parkway Drive Bridge (East Side)	45	45	<u>Change Description Only:</u> TxDOT posted speed Completion of MSF Phase IV (Combined two sections of PkwyDr)
NA	Parkway Drive (US 82)	East & West	From 0.4 mi East of Ave A to 0.2mi East of Ave A	50	NA	<u>Deleted:</u> This section is part of MSF Phase IV
NA	Parkway Drive (US 82)	East & West	From 0.2mi East of Ave A to Ave A	45	NA	<u>Deleted:</u> This section is part of MSF Phase IV



Regular City Council Meeting

5. 14.

Meeting Date: 11/08/2012

Information

Agenda Item

Lease Agreement Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a parking lot lease with Cast Iron Grill, for the use of a City parking lot, at 1801 Crickets Avenue.

Item Summary

The lease agreement with Cast Iron Grill, located at 620 19th Street, provides that the City will lease 35 parking spaces on City owned property at 1801 Crickets Avenue to Cast Iron Grill. The restaurant requested the lease to provide employees and customers additional parking for approximately eight hours a day. The lease term is two years.

Fiscal Impact

The City will receive \$175 per month calculated as follows: \$15 per space (the current market rental rate for downtown parking) x 35 spaces x 1/3 day = \$175 a month.

Revenue to the General Fund of \$175 monthly.

Staff/Board Recommending

Marsha Reed, P.E., Chief Operating Officer

Attachments

Resolution & Agreement - Cast Iron Grill

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Lease Agreement by and between the City of Lubbock and Cast Iron Grill, and related documents. Said Lease Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdoses/RES.Agrmt-Texas Tech University
October 10, 2012

LEASE AGREEMENT

THE STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

This Agreement of Lease is entered into as of the day set forth below, by and between the **CITY OF LUBBOCK**, LESSOR, and **CAST IRON GRILL**, LESSEE, who in consideration of the mutual agreements contained herein, does hereby contract and agree as follows:

I.

LESSOR subject to the terms and provisions herein, hereby leases unto LESSEE for a term of two (2) years, beginning _____, and ending _____, subject to earlier termination as provided in this Lease Agreement, thirty-five (35) parking spaces of the following described tract of land (the "Leased Premises"):

Block 232, Lots 13 thru 18, Original Town of Lubbock, Lubbock County, Texas.

II.

LESSEE, shall pay the sum of One Hundred Seventy Five Dollars (\$175 .00) per month by check or money order to the **CITY OF LUBBOCK**, P.O. Box 2000, Lubbock, Texas, 79457, Attention: Property Manager, payable to LESSOR in advance on the first (1st) day of each month as rental for the lease of the Leased Premises during the two (2) year term of this lease, the first payment being due, contemporaneously with the execution of this lease as of _____.

III.

LESSEE, shall pay the rent in advance as aforesaid, as the same shall become due. Rent unpaid after the due date (the first day of each month) is delinquent and will constitute a default by LESSEE. If all rent is not paid on or before the fifth (5) day of the month (the late charge date), LESSEE shall pay the lesser of (i) an initial late charge of \$25.00 plus a late fee of \$1.00 per day thereafter until all delinquent rent and late charges are paid in full; or (ii) the maximum charge for delinquent payment of rent, allowed by applicable state, federal or local statute, regulation, rule, order or ordinance. Daily late charges shall not exceed \$25.00 for any single month's rent.

IV.

The purpose for which the Leased Premises is to be used is for a parking lot for vehicles as an additional use to business operated by LESSEE. LESSEE will restrict the use of the Leased Premises for such purpose, and will not use, or permit the use of, the Lease Premises for any other purpose without first obtaining the consent of LESSOR in writing.

V.

LESSEE will not commit, or allow to be committed, any waste on the Leased Premises, create or allow any nuisance to exist on the Leased Premises, or use or allow the leased Premises to be used for any unlawful purpose.

VI.

LESSOR represents that the Leased Premises are in fit condition for the use as described in Paragraph IV. LESSEE agrees to accept the Leased Premises on possession as being in good state of repair and suitable for such use and purposes. LESSEE agrees to surrender the Leased Premises to LESSOR at the end of the lease term, in the same condition as when LESSEE took possession, allowing for reasonable use and wear.

VII.

Partial destruction of the Leased Premises shall not terminate this Lease, nor shall it render this lease void or voidable, except as provided in this Lease. Nevertheless, LESSEE may terminate this lease upon five (5) days written notice in the event of partial destruction.

VIII.

TO THE EXTENT ALLOWED BY LAW, LESSEE HEREBY HOLDS LESSOR HARMLESS, AND INDEMNIFIES LESSOR, FROM AND AGAINST ANY AND ALL PAYMENTS, EXPENSES, COSTS, REASONABLE ATTORNEY'S FEES, AND ALL CLAIMS, LIABILITIES, LOSSES OR DAMAGE, INCLUDING WITHOUT LIMITATION, PAYMENTS, EXPENSES, COSTS, REASONABLE ATTORNEY'S FEES, CLAIMS, LIABILITIES, LOSSES OR DAMAGES TO PROPERTY OR INJURIES TO PERSONS, OF ANY KIND OR TYPE, CAUSED WHOLLY OR IN PART BY, RESULTING FROM, OR RELATED TO THE NEGLIGENCE OF LESSOR, OR ANY ACT OR OMISSIONS BY LESSEE OR LESSEE'S CUSTOMERS, GUESTS, LICENSEES, AND/OR INVITEES, UNDER THE TERMS HEREOF OR FOR ANY CAUSE WHATSOEVER ARISING OUT OF, RELATED TO OR BY REASON OF THE USE OR OCCUPATION OF THE LEASED PREMISES BY LESSEE OR LESSEE'S CUSTOMERS, GUESTS, LICENSEES OR INVITEES.

Further, LESSEE shall procure and carry throughout the term of this Lease, insurance as specified in Exhibit "A", hereto or shall provide written documentation satisfactory to LESSOR that the LESSEE is self-insured.

IX.

No improvements of any kind or type are to be placed on Leased Premises by LESSEE and if they are, they shall be removed by LESSEE immediately at the expense of LESSEE.

X.

If LESSEE fails to comply with any conditions and covenants of this Lease, LESSOR may perform these conditions and covenants, at the cost and expense of LESSEE, and the cost of the expense will be added to the next installment of rent and shall be payable by LESSEE as such.

XI.

To the extent allowed by law, all goods and personal property of any kind in or on the Leased Premises will be the sole responsibility of LESSEE, and in no event will LESSOR be liable for any loss or damage to these goods or property for any reason whatsoever.

XII.

This Lease cannot be assigned in whole or in part by LESSEE except upon the express written permission of such assignment by LESSOR, such consent to be at the sole discretion of LESSOR.

XIII.

This Lease may be canceled and terminated by LESSOR for non-payment of rent or failure of LESSEE to keep and perform any of its agreements herein contained (a "Default"), if said Default shall occur and be continuing after then (10) days written notice by LESSOR delivered or mailed to last known address of LESSEE at 1711 Ave K, Lubbock, Texas 79410, describing said Default.

XIV.

Should the use by the City of the Leased Premises become necessary for other City purposes, at LESSOR's discretion, LESSOR may terminate this Lease upon thirty (30) days written notice to LESSEE. LESSEE will be pro-rated any rent prepaid at the time of such termination.

XV.

Parking on the Leased Premises by LESSEE shall be allowed between the hours of 6:00 a.m. to 2:00 p.m., Monday through Friday. Except as expressly authorized herein, LESSEE shall have no rights or privileges to utilize the Leased Premises.

XVI.

If there is a need for the LESSOR to utilize all or part of the Leased Premises during the term hereof, LESSEE shall be prohibited from occupying, in any way, the Leased premises, or applicable portion thereof, as provided in the notice to LESSEE provided at least seventy-two (72) hours in advance of the time or times of the City's use of the Leased Premises, or applicable

portion thereof. The LESSEE's rights to utilize the Leased Premises granted hereunder shall be deemed subordinate to the rights of LESSOR.

XVII.

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

EXECUTED on this _____ day of _____, 2012

CITY OF LUBBOCK

CAST IRON GRILL

GLEN C. ROBERTSON

BY: Teresa L. Stephens

PRINT: Teresa L. Stephens

TITLE: Owner

ATTEST:

Rebecca Garza, City Attorney

APPROVED AS TO CONTENT:

Dave Booher
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, Assistant City Attorney

Exhibit "A"

General Liability:

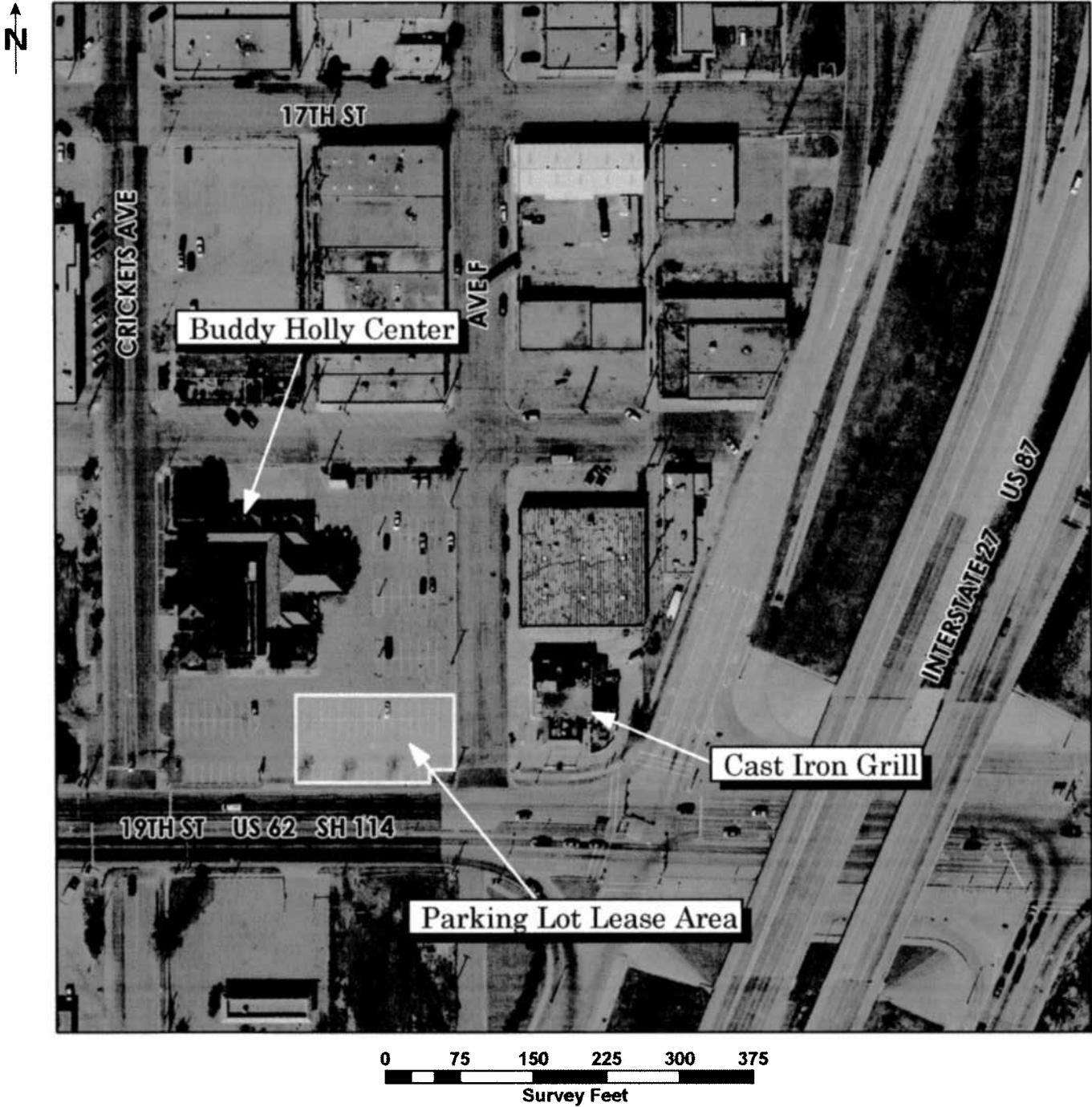
LESSEE's insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$500,000 each occurrence and in the aggregate and shall include the following:

- Bodily Injury and Property Damage
- Broad form Contractual Liability
- Personal Injury and Advertising Injury
- Fire legal liability
- Products and completed operations

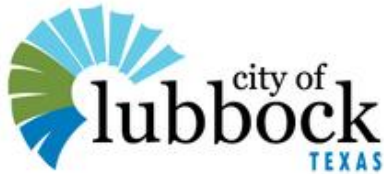
Other Insurance Requirements:

LESSEE shall provide a Certificate of Insurance to the City of Lubbock as evidence of the required insurance coverage. The Certificate will provide 30 days notice of cancellation. A copy of the required endorsements and waivers of subrogation shall be included in the certificate. LESSEE's insurance policy through policy endorsement must name LESSOR as an additional insured and include wording, which states that the policy shall be primary and non-contributory with respect to any insurance carried by City of Lubbock. The certificate of insurance described below must reflect that the above wording is included in evidenced policies. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Proposed Parking Lot Lease



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



Regular City Council Meeting

5. 15.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Lubbock Metropolitan Planning Organization: Consider a resolution authorizing the Mayor to sign a Memorandum of Understanding between the City of Lubbock and the Lubbock Metropolitan Planning Organization (LMPO) regarding roles and responsibilities of the parties with regard to developing transportation plans and programs for the Lubbock Urbanized Area.

Item Summary

The basic mission of Metropolitan Planning Organizations across the state is to work in cooperation with the Texas Department of Transportation and local public transportation service providers, pursuant to an adopted Planning Agreement, to develop transportation plans and programs for urbanized areas of the state as defined by the Census Bureau. The stakeholder relationship is augmented with a designated fiscal agent. Since 2007 the Lubbock Urbanized Area Planning Agreement has been strengthened with an accompanying Memorandum of Understanding (MOU) between the LMPO and the City of Lubbock that adds specificity to the local planning requirement.

Last month the LMPO Transportation Policy Committee and the Lubbock City Council adopted a new Planning Agreement consistent with 23 USC 134, 49 USC 5301 et seq., and the Texas Transportation Code. This agenda item proposes to update the MOU in order to be consistent with the new Planning Agreement.

The MOU was carefully reviewed by the City staff and the MPO staff and was adopted by Resolution of the Transportation Policy Committee of the LMPO. As a designated stakeholder and signatory to the Agreement, the City of Lubbock must also adopt the measure.

Fiscal Impact

None.

Staff/Board Recommending

David Jones, MPO

Attachments

[Resolution - MOU](#)

[Resolution - LMPO](#)

[MOU - LMPO](#)

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 the behalf of the City of Lubbock, a Memorandum of Understanding between the City of Lubbock and the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization, acting as the legal representative of the Lubbock Metropolitan Planning Organization in the Lubbock urbanized area, defining the roles and responsibilities of each with respect to the other. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.


Passed by the City Council this _____ day of _____, 2012.

GLEN C. ROBERTSON, Mayor

ATTEST:

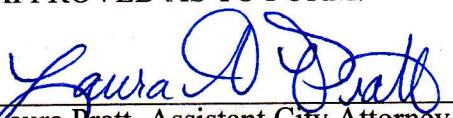
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - MOU between COL and LMPO



Lubbock Metropolitan Planning Organization

Working Together



RESOLUTION 2012-06

WHEREAS, the City of Lubbock, in accordance with the 2012 Planning Agreement, has been designated as the fiscal agent of the Lubbock Metropolitan Planning Organization; and

WHEREAS, as the fiscal agent of the MPO, the City of Lubbock performs fiscal, administrative, and technical functions as directed by the Transportation Policy Committee of the MPO; and

WHEREAS, the Transportation Policy Committee of the MPO requests that the City act as the financial disbursing agent for all MPO funds.

NOW, THEREFORE,

BE IT RESOLVED BY THE TRANSPORTATION POLICY COMMITTEE OF THE LUBBOCK METROPOLITAN PLANNING ORGANIZATION:

THAT the Chairperson of the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization is hereby authorized and directed to approve and adopt for and on behalf of the Lubbock Metropolitan Planning Organization, a Memorandum of Understanding between the Lubbock Metropolitan Planning Organization's Transportation Policy Committee, acting as the legal representative of the Lubbock Metropolitan Planning Organization, and the City of Lubbock, defining the roles and responsibilities of each with respect to the other. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Committee.

Adopted by the Transportation Policy Committee on this, the 16 day of Oct, 2012.

Thomas V. Head
Honorable Tom Head, Chairman

ATTEST:

Tera Davis
Tera Davis, MPO Secretary

APPROVED AS TO CONTENT:

H. David Jones
H. David Jones, Transportation Planning Director

APPROVED AS TO FORM:

Laura Pratt
Laura Pratt, Assistant City Attorney

STATE OF TEXAS

COUNTY OF LUBBOCK

**MEMORANDUM OF UNDERSTANDING DEFINING ROLES AND
RESPONSIBILITIES OF THE CITY OF LUBBOCK AND THE LUBBOCK
METROPOLITAN PLANNING ORGANIZATION**

This Memorandum Of Understanding (MOU) is entered into, by and between the City of Lubbock, a political subdivision of the State of Texas, hereinafter referred to as the "City," and the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization, acting as the legal representative of the Lubbock Metropolitan Planning Organization in the Lubbock urbanized area, as authorized by Title 23 U.S.C. Section 134 and Title 49 U.S.C. Section 5303 et seq., hereinafter referred to as the "MPO."

WITNESSETH

WHEREAS, Title 23 U.S.C. Section 134 and Title 49 U.S.C. Section 5303 et seq., MPO Planning, as amended by the Transportation Equity Act for the 21st Century, requires that Metropolitan Planning Organizations, in cooperation with the State, shall develop transportation plans and programs for urbanized areas of the State; and

WHEREAS, Title 23 U.S.C. 104(f) and Title 49 U.S.C. Section 5301 as amended by the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), authorize Metropolitan Planning (PL) funds and Federal Transit Act Section 5303 (MPO Planning) funds be made available to Metropolitan Planning Organizations duly designated by the Governor of each State to support the urban transportation planning process; and

WHEREAS, Title 23, Code of Federal Regulations, Section 450.310 indicates that a Metropolitan Planning Organization shall be designated for each urbanized area with a population of more than 50,000 individuals; and

WHEREAS, the Governor of the State of Texas has designated the urbanized area of the City of Lubbock as the Lubbock Metropolitan Planning Organization; and

WHEREAS, Title 23 U.S.C. 5303(b)(2) defines the metropolitan planning organization as the policy board; and

WHEREAS, the City of Lubbock, in accordance with the 2012 Planning Agreement, has been designated as the fiscal agent of the Lubbock Metropolitan Planning Organization; and

WHEREAS, as the fiscal agent of the MPO, the City of Lubbock performs fiscal, administrative, and technical functions as directed by the Transportation Policy Committee of the MPO; and

WHEREAS, the Transportation Policy Committee of the MPO requests that the City act as the financial disbursing agent for all MPO funds; and

WHEREAS, the City has determined it is in the public interest to assist the MPO in securing and managing funds for transportation planning purposes in the urbanized area.

NOW, THEREFORE, the parties hereby agree as follows:

ARTICLE I. PURPOSE.

The purpose of this Memorandum of Understanding is to define the fiscal, human resource, and staff support roles and responsibilities between the MPO and the City, in accordance with the 2012 Planning Agreement by and between the State of Texas, acting through the Texas Department of Transportation, the MPO, and the City.

ARTICLE 2. TERM.

The term of this Agreement begins upon execution by both parties and shall automatically be renewed each year unless canceled as herein provided.

ARTICLE 3. DESCRIPTION OF SERVICES.

The City agrees to provide fiscal, human resources, and staff support services to the MPO by acting as the fiscal agent for the MPO funds. The MPO will manage all its property and equipment in accordance with 49 CFR Part 18.

ARTICLE 4. FISCAL MANAGEMENT.

1. The City shall maintain one or more separate accounts under the supervision of the City Manager. The City Manager, in carrying out the requirements of this Agreement, is responsible only in the capacity of a trust officer for the funds involved.
2. The City Manager shall account for all funds under generally accepted accounting procedures to satisfy the duties pursuant to this Agreement
3. The MPO is authorized to utilize the City's accounting and payroll systems.
4. The MPO will submit their annually approved operating budget to the City Manager.

5. All payments issued to the City on behalf of the MPO by the State of Texas, federal, city, or local agencies, or other receipts of the MPO shall be deposited into the account.
6. Funds will be disbursed by the City on behalf of the MPO in the amounts specified by the MPO, so long as the MPO budget has sufficient funds to accommodate all payment requests. All disbursements must be budgeted and expended according to the latest approved Unified Planning Work Program.
7. The MPO assumes responsibility for the legal and proper expenditures of all Federal Highway Act monies and Federal Transit Administration monies by the MPO. The MPO is fully responsible for all such payments and releases the City from any liability which may arise as a result of the City performing any non-negligent task pursuant to this Agreement.
8. The City shall pay all invoices on a timely basis on behalf of the MPO.
9. All authorizations for reimbursements from the State of Texas or any federal, city or local agency, shall be prepared by the MPO staff and submitted monthly to the Texas Department of Transportation. The City's Grant Manager will review all requests for reimbursement.
10. The MPO shall abide by purchasing policies as outlined in all applicable federal and state, laws and regulations. The MPO may adopt the City's purchasing policies, provided they are not in conflict with state and federal laws and regulations.
11. The MPO Transportation Planning Director must approve all MPO expenditures and requests for payments. The MPO Transportation Planning Director is authorized to make single item purchases up to \$5,000. Single item expenditures in excess of \$5,000 shall require the approval of the Transportation Policy Committee of the MPO unless the item is specifically included in the annual Unified Planning Work Program. All requests for payment in excess of \$5,000 must be approved by the MPO Transportation Planning Director and the Chairperson of the Transportation Policy Committee of the MPO. If the Direct Payment Request payee is the MPO Transportation Planning Director then it must be signed by the Chairperson of the Transportation Policy Committee of the MPO.
12. The MPO staff travel will be in compliance with the City's travel policy. The MPO Transportation Planning Director's travel must be approved by the Chairperson of the Transportation Policy Committee of the MPO. The MPO Transportation Planning Director must approve travel for other MPO staff. MPO staff travel outside the State of Texas must be approved by the Texas Department

of Transportation. Travel expense reports will be signed by the MPO Transportation Planning Director for MPO staff, and by the Chairperson of the Transportation Policy Committee of the MPO, as well as, the City Manager, for the MPO Transportation Planning Director.

13. The MPO may use the City's purchasing card program. If the purchasing card program is used, the MPO credit card expenditures will be in compliance with the City's purchasing card policy. MPO purchasing card statements will be signed by the MPO Transportation Planning Director for MPO staff and by the Chairperson of the Transportation Policy Committee of the MPO, as well as, the City Manager, for the MPO Transportation Planning Director.
14. The MPO Transportation Planning Director will prepare and provide a monthly financial statement to the Transportation Policy Committee of the MPO.
15. The City Manager, at his/her discretion, shall audit all reimbursement requests and expenditures of the MPO funds. The MPO staff will make all records available for inspection by the City Manager and/or his or her designee. The MPO and City are responsible for maintaining all supporting receipts and disbursement records.
16. The MPO Transportation Planning Director and MPO staff will follow the Office of Management and Budget (OMB) A-87. Allowable Cost Principles and the OMB A-133 Compliance Requirements, as well as, any specific requirements of their federal grant.
17. The Transportation Policy Committee of the MPO shall have the same authority as the City of Lubbock City Council in matters involving the MPO.
18. The Chairperson of the Transportation Policy Committee of the MPO shall have the same authority of the City of Lubbock City Manager in matters involving the MPO.
19. The MPO Transportation Planning Director shall have the same authority as a Department Director within the City of Lubbock in matters involving the MPO.

ARTICLE 5. HUMAN RESOURCES.

1. The Transportation Policy Committee of the MPO shall establish the salary and salary range for each MPO employee listed in the latest approved Unified Planning Work Program. The Transportation Policy Committee of the MPO shall be responsible for annual or more frequent personnel performance reviews and is responsible for determining whether performance and cost of living based salary increases are approved and the amount of those increases.

2. The MPO may adopt the City's personnel policies.
3. The Transportation Policy Committee of the MPO shall have the same authority as the City of Lubbock City Manager in matters pertaining to the Lubbock Metropolitan Planning Organization in issues involving discipline and grievances.
4. All employees hired by the MPO shall be considered City employees for the purposes of payroll; indemnification; and all fringe benefits, including retirement, medical and life insurance, vacation, sick leave, holidays, and any other benefits normally extended to City employees, as approved and adopted by the Transportation Policy Committee of the MPO in accordance to the personnel policies and procedures adopted by the Transportation Policy Committee of the MPO for the conduct, rights, and responsibilities of the MPO staff.
5. Hiring, termination, and evaluation of the MPO Transportation Planning Director shall be the sole authority of the Transportation Policy Committee of the MPO. Hiring, termination and evaluation of MPO staff shall be the responsibility of the MPO Transportation Planning Director.
6. Personnel Action Forms must be signed by the MPO Transportation Planning Director for MPO staff or in the case of an action related to the MPO Transportation Planning Director, the Chairperson of the Transportation Policy Committee of the MPO must sign.

ARTICLE 6. OTHER STAFF SUPPORT.

1. The City will provide other staff support services to the MPO. Other staff support services may include, but is not limited to, legal services, informational technology services, or purchasing services.
2. If the MPO utilizes the City's IT services then it will abide by the City's IT policies. The MPO will incur IT charges consistent with Information Technology Internal Service Fund allocations as adopted annually in the City's operating budget.

ARTICLE 7. PROPERTY MANAGEMENT.

The MPO will maintain a written property management procedure pursuant to 49 CFR Part 18.32. The MPO will follow the Office of Management and Budget (OMB) A-133 Equipment and Real Property Guidelines. Equipment records shall be maintained for all property with an acquisition cost of \$5,000 or more per unit. A physical inventory shall be taken once every two years and reconciled to the equipment records. Proper controls shall be used to safeguard equipment, and equipment shall be adequately maintained. Property records should include the following information about the equipment: description (including serial number or other identification number), source, who holds

title, acquisition date and cost, percentage of federal participation in the cost, location, condition, and any ultimate disposition data including, the date of the disposal and sales price. Sales of equipment shall use competitive methods, and the proper federal agency should be contacted to see if monies should be returned to federal agency or used as program income.

ARTICLE 8. TERMINATION.

Termination of this agreement shall be made in accordance with Article 16 of the 2012 Planning Agreement by and between the State of Texas, acting through the Texas Department of Transportation, the MPO, and the City.

1. Either party may terminate this agreement in whole or in part hereto whenever the agreement's continuation would not produce beneficial results commensurate with the further expenditure of funds.
2. Termination shall be effected by the conveyance of a written notification thereof to the other party at least ninety (90) days in advance of the effective date of the termination.
3. Either party can amend this agreement by giving thirty (30) days written notice. The amendment becomes effective by the signature of both parties.
4. All notices pursuant to this Agreement shall be deemed given when, either delivered in person or deposited in the United States mail, postage prepaid, certified mail, return receipt requested addressed to the appropriate party at the following addresses:

If to the City:

The City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79401

With Copy To:

City Attorney's Office
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79401

If to the MPO:

Lubbock Transportation Policy Committee
C/O Lubbock MPO
916 Main
Suite 445
Lubbock, TX 79401

ARTICLE 9. COMPLIANCE WITH LAWS AND NON-DISCRIMINATION.

The parties to this agreement shall comply with all federal and state laws, statutes, rules, and regulations, and the order and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this agreement. It is mutually agreed that all parties hereto shall be bound by the provisions of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate the provisions of Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 26; Title 49, Code of Federal Regulations, Part 27; Title 23, Code of Federal Regulations, part 200 and part 710.45(b); and Executive Order 11246 titled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor Regulations (Title 41, Code of Federal Regulations, Part 60).

ARTICLE 10. GOVERNING LAW.

The laws of the State of Texas shall govern this Agreement and all obligations hereunder of the parties are performable in Lubbock, Texas.

ARTICLE 11. NON-ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives successors and assigns. Neither the City nor the MPO shall assign or sublet any duty of this Agreement, excepting those already identified herein, without written consent of the other.

ARTICLE 12. SEVERABILITY.

Should any provisions of this Agreement for any reasons be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof.

ARTICLE 13. ENTIRETY OF AGREEMENT.

This is the entire Agreement between the parties and no modification of this Agreement shall be of any force or effect, unless it is in writing signed by both parties. NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF THE CITY OR THE LUBBOCK METROPOLITAN PLANNING ORGANIZATION HAS ANY

AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE CITY COUNCIL OR THE LUBBOCK METROPOLITAN PLANNING ORGANIZATION TRANSPORTATION POLICY COMMITTEE.

Approved to be effective on the date of the last party to sign.

CITY OF LUBBOCK

LUBBOCK METROPOLITAN
PLANNING ORGANIZATION

GLEN C. ROBERTSON, MAYOR

Thomas V. Head
TOM HEAD, CHAIRPERSON

Date: _____

Date: 10-06-2012

ATTEST:

ATTEST:

Rebecca Garza
City Secretary,
City of Lubbock

Tera Davis
Tera Davis,
Secretary,
Lubbock MPO

APPROVED AS TO CONTENT:

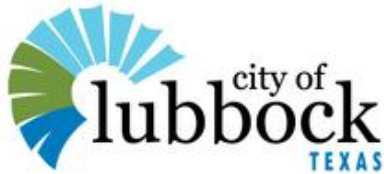
APPROVED AS TO CONTENT:

Lee Ann Dumbauld
Lee Ann Dumbauld,
City Manager,
City of Lubbock

H. David Jones
H. David Jones,
Transportation Planning Director,
Lubbock MPO

APPROVED AS TO FORM:

Laura D. Pratt
Laura Pratt
Assistant City Attorney,
City of Lubbock



Regular City Council Meeting

5. 16.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Lubbock Metropolitan Planning Organization: Consider a resolution authorizing the Mayor to sign a Memorandum of Agreement between the City of Lubbock, Lubbock Metropolitan Planning Organization (LMPO), and the Texas Department of Transportation (TxDOT) regarding roles and responsibilities of the parties with regard to carrying out the metropolitan planning process for public transportation within the Lubbock Metropolitan Planning Area.

Item Summary

23 CFR 450.314 requires Metropolitan Planning Organizations across the United States to work with State Departments of Transportation and local public transportation providers to cooperatively determine their mutual responsibilities in carrying out the metropolitan planning process.

Since 2005, the LMPO has been working cooperatively with the local Transit provider pursuant to an "Evergreen Agreement" that set out the responsibilities of both stakeholders.

As a result of a statewide audit by the TxDOT they determined many of the MPO Agreements did not meet the requirements of the law and therefore TxDOT was not in compliance.

TxDOT hired the Texas Transportation Institute to standardize the agreement, and add the State as a signatory. The document presented is the standardized agreement. It changes the name to Memorandum of Agreement and adds TxDOT as a signatory. Otherwise, it contains all the same responsibilities as the previous agreement contained. The Transportation Policy Committee of the LMPO adopted the agreement by resolution.

Fiscal Impact

None.

Staff/Board Recommending

David Jones, MPO

Attachments

Resolution - Memorandum of Agreement

Resolution - MOA

MOA - LMPO

RESOLUTION

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) promulgated regulations 23 CFR 450.314; and

WHEREAS, the purpose of this agreement is to make provisions for cooperative mutual responsibilities in carrying out the metropolitan transportation planning process in the Lubbock MPO Metropolitan Planning Area and to provide a single agreement between the State, MPO, and Public Transportation Operator(s) in accordance with 23 CFR 450.314; and

WHEREAS, 23 CFR 450.314, Metropolitan Planning Agreements, further requires that the MPO, the State, and the Public Transportation Operator(s) cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in clearly identified written agreements between the MPO, the State(s), and the Public Transportation Operator(s) serving the metropolitan planning area; and

WHEREAS, it is recommended that to the extent possible, a single agreement between all responsible parties be developed to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (MTP) (§450.322), the Metropolitan Transportation Improvement Program (TIP) (§450.324), the Unified Planning Work Program (UPWP) (§450.314) and development of the annual listing of obligated projects (§450.332); and

WHEREAS, the Public Transportation Operator for the urbanized area of the City of Lubbock is the City of Lubbock.

NOW, THEREFORE,

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

THAT the Mayor of the City of Lubbock and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Memorandum of Agreement between the City of Lubbock, the Lubbock Metropolitan Planning Organization's Transportation Policy Committee, acting as the legal representative of the Lubbock Metropolitan Planning Organization, and the Texas Department of Transportation, to make provisions for cooperative mutual responsibilities and to specify that the Unified Planning Work Program (UPWP) will detail and document the mutual and separate responsibilities, deliverables, and associated costs as required by federal laws. Said Memorandum of Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Lee Ann Dumbauld
Lee Ann Dumbauld
City Manager

APPROVED AS TO FORM:

Laura A. Pratt
Laura Pratt
Assistant City Attorney

Resolution - MOA TxDOT MPO COL
10.05.12



Lubbock Metropolitan Planning Organization

Working Together



RESOLUTION 2012-05

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) promulgated regulations 23 CFR 450.314; and

WHEREAS, the purpose of this agreement is to make provisions for cooperative mutual responsibilities in carrying out the metropolitan transportation planning process in the Lubbock MPO Metropolitan Planning Area and to provide a single agreement between the State, MPO, and Public Transportation Operator(s) in accordance with 23 CFR 450.314; and

WHEREAS, 23 CFR 450.314, Metropolitan Planning Agreements, further requires that the MPO, the State, and the public transportation operator(s) cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in clearly identified written agreements between the MPO, the State(s), and the public transportation operator(s) serving the metropolitan planning area; and

WHEREAS, it is recommended that to the extent possible, a single agreement between all responsible parties be developed to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (MTP) (§450.322), the Metropolitan Transportation Improvement Program (TIP) (§450.324), the Unified Planning Work Program (UPWP) (§450.314) and development of the annual listing of obligated projects (§450.332); and

WHEREAS, the Public Transportation Operator for the urbanized area of the City of Lubbock is the City of Lubbock.

NOW, THEREFORE, BE IT RESOLVED BY THE TRANSPORTATION POLICY COMMITTEE OF THE LUBBOCK METROPOLITAN PLANNING ORGANIZATION:

THAT the Chairperson of the Transportation Policy Committee of the Lubbock Metropolitan Planning Organization is hereby authorized and directed to approve and adopt for and on behalf of the Lubbock Metropolitan Planning Organization a Memorandum of Agreement between the Lubbock Metropolitan Planning Organization's Transportation Policy Committee, acting as the legal representative of the Lubbock Metropolitan Planning Organization, the Texas Department of Transportation, and the City of Lubbock, to make provisions for cooperative mutual responsibilities and to specify that the Unified Planning Work Program (UPWP) will detail and document the mutual and separate responsibilities, deliverables, and associated costs as required by federal laws. Said Memorandum of Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Committee.

Adopted by the Transportation Policy Committee on this, the 16 day of Oct, 2012.

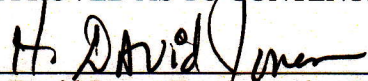
Thomas V. Head
Honorable Tom Head, Chairman

ATTEST:



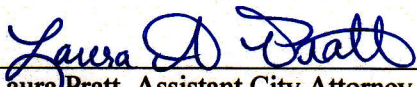
Tera Davis, MPO Secretary

APPROVED AS TO CONTENT:



H. David Jones, Transportation Planning Director

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

RESOLUTION 2012-05 MOA MPO TxDOT COL
10.05.12



Lubbock Metropolitan Planning Organization

Working Together



**Memorandum of Agreement
between
The Lubbock Metropolitan Planning Organization,
Texas Department of Transportation,
and the City of Lubbock**

This Memorandum of Agreement (MOA) is entered into, by and between, the Lubbock Metropolitan Planning Organization's Transportation Policy Committee, acting as the legal representative of the Lubbock Metropolitan Planning Organization in the Lubbock urbanized area, hereinafter called the "MPO", the Texas Department of Transportation, hereinafter called "State," and the City of Lubbock, hereinafter called "City."

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU) promulgated regulations 23 CFR 450.314; and

WHEREAS, the purpose of this agreement is to make provisions for cooperative mutual responsibilities in carrying out the metropolitan transportation planning process in the Lubbock MPO Metropolitan Planning Area and to provide a single agreement between the State, MPO, and Public Transportation Operator(s) in accordance with 23 CFR 450.314; and

WHEREAS, 23 CFR 450.314, Metropolitan Planning Agreements, further requires that the MPO, the State, and the public transportation operator(s) cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process in clearly identified written agreements between the MPO, the State(s), and the public transportation operator(s) serving the metropolitan planning area; and

WHEREAS, it is recommended that to the extent possible, a single agreement between all responsible parties be developed to include specific provisions for cooperatively developing and sharing information related to the development of financial plans that support the Metropolitan Transportation Plan (MTP) (§450.322), the Metropolitan Transportation Improvement Program (TIP) (§450.324), the Unified Planning Work Program (UPWP) (§450.314) and development of the annual listing of obligated projects (§450.332).

NOW, THEREFORE, the parties do hereby agree as follows:

- A. In order to cooperatively determine their mutual responsibilities in carrying out the metropolitan transportation planning process:

1. It is agreed by the parties that the City will perform transit-planning activities as required by applicable Federal, State, and local laws and regulations within the MPO Metropolitan Area Boundary.
 2. It is agreed by the parties that the MPO and the City will work together to ensure that transit-planning activities are carried out in a cooperative, continuing, and comprehensive manner.
 3. It is agreed by the parties that the City will provide information necessary to the MPO in order for the MPO to satisfy applicable Federal, State and local laws and regulations. The City shall also provide demographic information as requested by the MPO concerning ridership.
- B. In order to make provisions for cooperatively developing and sharing information related to the development of financial plans that support the MTP and the TIP, it is agreed by the parties that the City will assist the MPO in preparing documents and reports necessary to satisfy Federal, State and local laws and regulations. As a minimum this shall include the Metropolitan Transportation Plan, the Transportation Improvement Program, the Public Participation Policy, and the Unified Planning Work Program. The City shall also provide a copy of its annual Technical Study to the MPO when it is completed.
- C. The State, the City (acting as the public transportation operator), and the MPO shall cooperatively develop a listing of projects (including investments in pedestrian walkways and bicycle transportation facilities) for which funds under 23 U.S.C. or 49 U.S.C. Chapter 53 were obligated in the preceding program year.
- D. In order to detail and document these responsibilities, deliverables, and associated costs in the Unified Planning Work Program (UPWP):
1. The MPO will provide necessary support and information to the City that will assist it in carrying out its responsibilities as outlined in this agreement provided the work is included in the MPO's Unified Planning Work Program.
 2. The MPO and the City will enter into a service agreement prior to October 1 of each year outlining the services that the City will perform for the MPO during the upcoming Fiscal Year and the respective costs for those services. These services must be shown in the approved MPO Unified Planning Work Program. This service agreement becomes a part of this overall Memorandum of Agreement upon execution by both parties.
- E. The City agrees to provide staff to attend any public meeting that the MPO may schedule during the revision of any of the above documents to answer questions concerning transit by citizens. The MPO, will, to the greatest extent possible, coordinate meeting schedules with City staff.

1. The City will provide to the MPO agendas and background material for all meetings of the Lubbock Public Transit Advisory Board as well as any public hearing or other officially called meetings. The MPO will provide staff members to attend meetings of the Lubbock Public Transit Board.
2. The City shall have representatives on the MPO's Transportation Policy Committee and Transportation Advisory Committee.

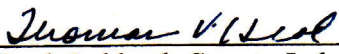
F. This Memorandum of Agreement remains in effect until cancelled by any party.

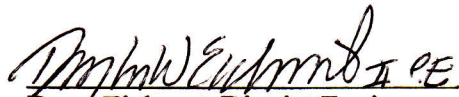
1. Cancellation of this agreement may be made by notification to the other parties at least sixty (60) days prior to the effective date of the cancellation.

Signed this the 16 day of Oct. 2012.

LUBBOCK METROPOLITAN
PLANNING ORGANIZATION

STATE OF TEXAS



Tom Head, Lubbock County Judge
Chairman, Transportation Policy Committee


Doug Eichorst, District Engineer
Texas Department of Transportation

APPROVED AS TO CONTENT


H. David Jones, Executive Director
Lubbock Metropolitan Planning Organization

APPROVED AS TO FORM:


Laura Pratt
Assistant City Attorney


CITY OF LUBBOCK

Glen C. Robertson, Mayor
City of Lubbock

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Lee Ann Dumbauld, City Manager
City of Lubbock

APPROVED AS TO FORM:



Laura Pratt
Assistant City Attorney

MOA MPO TXDOT CITY 10.3.12



Regular City Council Meeting

5. 17.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order Contract 31012401 with Kinloch Equipment and Supply, Inc., for a street sweeper for the Storm Water Street Cleaning Department.

Item Summary

The purchase order contract is for a mechanical, dual engine street sweeper built for the toughest sweeping conditions. The sweeping module is to be installed on a 2012 Freightliner M2 chassis. The vehicle replaces a 2007 model scheduled for replacement. Major thoroughfares, collector streets, and residential streets are swept on an established schedule. Street sweeping activities are a requirement of the Storm Water Management Program in the City's Texas Pollutant Discharge Elimination System Permit.

The \$221,915 purchase from Kinloch Equipment and Supply of Pasadena, Texas, is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 348-10, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

The equipment is approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Marsha Reed P.E., Chief Operating Officer

Attachments

Resolution & Contract - Kinloch

Elgin Sweeper

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. 31012401 for the purchase of a Sweeper as per Buy Board 348-10, by and between the City of Lubbock and Kinloch Equipment & Supply, Inc. of Pasadena, 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:



Chad Weaver, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 10/23/2012
Order Number 31012401 000 OP
Branch/Plant 3526

TO:
KINLOCH EQUIPMENT & SUPPLY INC
PO BOX 4919
PASADENA Texas 77502

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]
Maria Alvarez, Director of Purchasing & Contract Management

Ordered 10/09/2012 Freight
Requested 01/24/2013 Taken By R HOLDER
Delivery REQ 40627 M TREVINO BUYBOARD 348-10

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: Elgin Eagle F Dual Sweeper, 1.000, 221,915.0000, EA, 221,915.00, 01/24/2013. Row 2: Total Order, 221,915.00.

This purchase order encumbers funds in the amount of \$221,915.00 awarded to Kinloch Equipment & Supply, Inc., of Pasadena, Texas, on November 8, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotations dated October 16, 2012, from Kinloch Equipment & Supply, Inc., of Pasadena, Texas and BuyBoard contract # 348-10. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

CUSTOMIZED PRODUCT SUMMARY-BUYBOARD CONTRACT

Kinloch Equipment & Supply Phone: 817-649-5900 Fax: 817-633-7239

Buyboard Contract # 348-10

End User: City of Lubbock Kinloch Rep: Russ Joiner

Contact: Cody Blevins Date: 10/16/2012

Product Description: Elgin Eagle Street Sweeper

A. Bid Series: Sweepers A. Base Price: **\$ 140,865.00**

B. Standard Description

Code	Standard Features	Bid Price	Code	Published Options	Bid Price
	John Deere 49 HP rear engine	INCL		Dual Steer Freightliner Chassis	\$ 92,500.00
	Elgin Eagle F Street Sweeper	INCL		Dual steering	INCL
	4.4 Cubic Yard Hopper	INCL		Air Conditioning	INCL
	280 Gallon Water Tanks	INCL		2010 emmissions-compliant	INCL
	Dual Side Brooms	INCL		Air Ride Seat RH	\$1,295.00
	Dual Steering	INCL			
	Air Conditioning	INCL			
	Chassis and body painted white	INCL			
	Variable Ht Dumping w/ Side Shift	INCL			
	Safety Camera - Rear View	INCL			
	10' standard sweep path	INCL			

Total of B. Published Options: \$ 93,795.00

C. Options

\$= 6.4 %

Options	Bid Price	Options	Bid Price
Side Broom Tilt LH	\$1,090.00	Arrowboard Rear	\$1,205.00
Side Broom Tilt RH	\$1,090.00	Spare Chassis Key	\$50.00
Lifeline Hopper System	\$3,750.00	LED Stop,Tail,Turn	\$550.00
Rear Floodlight Left Hand Side	\$195.00	Water Fill Gauge	\$640.00
Hopper Interior Light	\$705.00	Side Broom Pressure Gauge Dual	\$465.00
Low Oil Pres./High Coolant Shutdown	\$565.00	In Cab Air Restriction Gauge Aux. Eng.	\$ 325.00
Heated Remote Mirrors LH/RH	\$2,750.00	Skyclone Precleaner	\$605.00
In Cab Air Restriction Gauge Chassis	\$895.00	Sweeper Manuals x2, Parts, Service & Ops	\$425.00
Wire Mounts Front & Rear	\$890.00	John Deere Manuals x2, Parts,Service,Ops	\$450.00
LED Strobes w/ Guards Hopper/Rear	\$ 480.00	Chassis Manuals x2, Service & Parts	\$370.00

Total of C. Unpublished Options: \$14,995.00

D. Contract Price Adjustment: Buyboard Discount **(\$9,986.00)**

E. Delivery Charges: 0 miles @ \$.93/mile **\$ -**

F. Total of A + B + C + D + E = F **\$239,669.00**

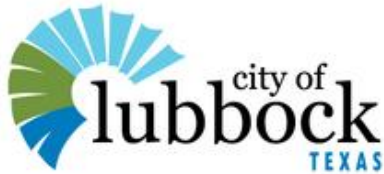
G. Quantity Ordered 1 x F = **\$ 239,669.00**

H. Manufacturer Discount **(\$13,317.00)**

I. Buyboard Fee **\$4,437.00**

J. **TOTAL PURCHASE PRICE \$221,915.00**





Regular City Council Meeting

5. 18.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31012402 with Tymco for a street sweeper for the Storm Water Street Cleaning Department.

Item Summary

The purchase order contract is for a regenerative air sweeper which uses a controlled blast of air to dislodge debris from the road surface. This sweeper will primarily be used on concrete streets. The sweeping module will be installed on a 2013 International 4300-M7 chassis. The vehicle replaces a 2007 model scheduled for replacement. Major thoroughfares, collector streets, and residential streets are swept on an established schedule. Street sweeping activities are a requirement of the Storm Water Management Program in the City's Texas Pollutant Discharge Elimination System Permit.

The \$224,321 purchase from Tymco of Waco, TX, is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 348-10, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

The equipment is approved in the adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Marsha Reed P. E., Chief Operating Officer

Attachments

Resolution & Purchase Order - Tymco

Tymco Sweeper

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. 31012402 for the purchase of a Sweeper as per Buy Board 348-10, by and between the City of Lubbock and TYMCO, Inc. of Waco, 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:

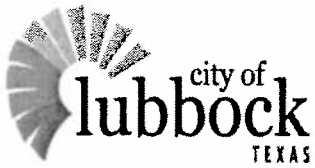


Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 10/10/2012
Order Number 31012402 000 OP
Branch/Plant 3526

TO:
TYMCO INC
PO BOX 2368
WACO Texas 76703-2368

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 10/09/2012 Freight
Requested 02/27/2013 Taken By R HOLDER
Delivery REQ 40627 M TREVINO BUYBOARD CONTRACT 348-10

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: TYMCO Model 500x Sweeper, 1.000, 224,320.5000, EA, 224,320.50, 02/27/2013. Summary: Total Order 224,320.50. Terms: NET 30.

This purchase order encumbers funds in the amount of \$224,320.50 awarded to TYMCO, Inc., of Waco, Texas, on November 8, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotations dated September 26, 2012, from TYMCO, Inc., of Waco, Texas and BuyBoard contract # 348-10. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



BuyBoard Price List - Contract 348-10 Oct. 1, 2011 - Sept. 30, 2013



Date: 9/26/2012

Customer: City of Lubbock, TX

Person Quoting Kaye Morgan

Base Model TYMCO 500x BAH - Auxiliary Engine - John Deere 4045T 115 HP 4 cyl, Automatic Shutdown System, Dust Control System, Instruments in Cab, Hydraulic Tank Sight/Temperature Gauge, Dual Steering, Twin Gutter Brooms, Floodlights, Parabolic Mirrors, Pressure Bleeder, Water Fill Hose & Rack, Amber Beacon Light - LED, Rear Mounted Alternating/Flashing Lights(4), Back-Up Alarm, Floodlights on Rear (2), Duo Skids, Gutter Broom Tilt Adjusters - Left & Right Side, Rubber Lined Blower, Suction Inlet Liner, Severe Weather Wiring, Auxiliary Hydraulic System, Broom Assist Pick-Up Head, Gutter Broom Variable Speed, High Capacity Dust Separator, Hopper Drain System, Hopper Lift - Two Stage Scissor Lift with Stabilizers, Stainless Steel Hopper

Qty		Price	BB Disc. Price	Net
1	Base Model TYMCO Model 500x	150,000.00	135,000.00	135,000.00
1	Abrasion Protection Package	1,100.00	990.00	990.00
1	Air Purge	230.00	207.00	207.00
1	Arrow Stick (Traffic Directing Light - LED - SAE Class 1)	1,200.00	1,080.00	1,080.00
	Auxiliary Hand Hose	2,250.00	2,025.00	0.00
	CAT 290 Water Pump (exchange)	975.00	877.50	0.00
	Engine Block Heater	235.00	211.50	0.00
	Gutter Broom - Drop Down (requires tilt) each	1,000.00	900.00	0.00
1	Hi/Low Pressure Washdown System	1,400.00	1,260.00	1,260.00
1	High Output Water System	890.00	801.00	801.00
1	Hopper Load Indicators	575.00	517.50	517.50
2	Hopper Screen Vibrator	1,500.00	1,350.00	2,700.00
	Hose Reel, Automatic 50'	1,700.00	1,530.00	0.00
	Linear Actuator Pressure Bleeder	230.00	207.00	0.00
	Low Emissions Package	2,100.00	1,890.00	0.00
	Pick-Up Head Removable Front Curtain Set	285.00	256.50	0.00
1	Pick-Up Head Front Curtain Lifter	1,700.00	1,530.00	1,530.00
2	Rear Camera/Monitor System	1,650.00	1,485.00	2,970.00
1	Reverse Pick-Up Head Chains	450.00	405.00	405.00
1	Sweeper Deluge System	1,050.00	945.00	945.00
	2008 Isuzu FVR ('07 emission): 33,000 GVW, Diesel, AC, Air Suspension, Air Seats, Dual Steering	79,000.00	71,100.00	0.00
1	2010 International 4300M7('07 emission):33,000 GVW, Diesel, AC, Air Suspension, Air Seats, Dual Steering	75,000.00	67,500.00	67,500.00
Unpublished Options				
1	2013 International 4300-M7 Chassis UPGRADE	7,750.00	6,975.00	6,975.00
1	Auxiliary Engine Air Cleaner Restriction Indicator - Cab	250.00	225.00	225.00
1	Freight/PDI/Inservice	1,350.00	1,215.00	1,215.00
			0.00	0.00
			0.00	0.00
			0.00	0.00
TOTAL:				224,320.50

Requested by: 


Approved by: _____





Regular City Council Meeting

5. 19.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order Contract 31012410 with Associated Supply Company, Inc. for six backhoe loaders for the Parks Maintenance, Public Works Streets, and Public Works Water Departments.

Item Summary

This item is for the replacement of six backhoes within the City's fleet inventory for the following departments: 1 - Parks; 3 - Water Distribution and Maintenance; 1 - Streets; and 1 - Storm Sewer Maintenance.

One backhoe loader for the Parks Maintenance Department is used by Parks Horticulture to plant trees, clean up brush areas and help with the clean up and removal of trees, some of which are quite large. It is also used by other Parks divisions when Horticulture is not using it for items such as the set up of Santa Land and 4th on Broadway. The \$75,632 unit replaces a 1991 model and will include a 48 foot fork set, 93 inch front loader bucket and auger bits. These attachments add \$12,560 to this unit for a total cost of \$88,192. The large auger attachment on the backhoe will be used for digging large holes for trees. The large bucket is needed for moving dirt and the forks are necessary for picking up larger trees.

Three backhoe loaders, each \$75,632, are for the Public Works Water Utility Department. These units replace three 2006 models and are used daily to dig up and expose broken water and sewer lines for maintenance and repairs.

Two backhoe loaders, each \$75,632, are for the Public Works Department, one for Storm Sewer Maintenance and the other for Streets. These units replace a 1999 model and a 2003 model. They are used daily to dig up and load asphalt, concrete and other materials during street and alley maintenance repairs.

The \$466,352 purchase from Associated Supply Company, Inc. of Lubbock, Texas, is made through the Texas Association of School Boards Local Government Purchasing Cooperative, Contract 345-10, using an electronic purchasing system known as BuyBoard. The purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code and used to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

The equipment is approved in the adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Marsha Reed P. E., Chief Operating Officer

Attachments

Resolution & Contract - ASCO

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. 31012410 for the purchase of Case Backhoes as per Buy Board 345-10, by and between the City of Lubbock and Associated Supply Company, Inc., and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

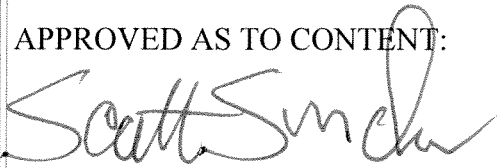
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

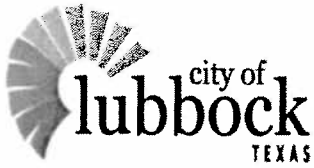


Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 10/10/2012
Order Number 31012410 000 OP
Branch/Plant 3526

TO: ASSOCIATED SUPPLY COMPANY INC
PO BOX 3888
LUBBOCK Texas 79452

SHIP TO: CITY OF LUBBOCK
FLEET SERVICES
206 MUNICIPAL DRIVE
LUBBOCK Texas 79403

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

Ordered 10/09/2012 Freight
Requested 02/08/2013 Taken By R HOLDER
Delivery RE 40627 M TREVINO BUYBOARD CONTRACT NO. 345-10

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Case 580SN 2WD Backhoe with various options and a Total Order row.

This purchase order encumbers funds in the amount of \$466,352.00 awarded to Associated Supply Company, Inc., of Lubbock, Texas, on November 8, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotations dated October 8, 2012, from Associated Supply Company, Inc., of Lubbock, Texas and BuyBoard contract # 345-10. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



2102 SLATON HIGHWAY
P.O. BOX 3888 - 806/745-2000
LUBBOCK, TEXAS 79452
FAX: 806/748-1268

3412 KERMIT HWY
432/337-2823
ODESSA, TEXAS 79764
FAX: 432/337-8313

7576 I-40 EAST
P.O. BOX 31210 - 806/372-8386
AMARILLO, TEXAS 79120
FAX: 806/372-1999

2203 WEST FLORIDA AVE.
432/685-9999
MIDLAND, TEXAS 79701
FAX: 432/683-8885

2604 S. MAIN
806/435-7773
PERRYTON, TEXAS 79070
FAX: 806/435-7187



CITY OF LUBBOCK

ATTN: PURCHASING

LUBBOCK TEXAS 79401

—QUOTATION—

Date **10/08/2012**

The following submitted for your consideration subject to the terms set forth below:

ONE (1) NEW CASE BACKHOE LOADER MODEL 580SN 2-WHEEL DRIVE

Equipped with fully enclosed Operator's cab with LH Door, Heat/Air conditioning, 11Lx 16 10PR lug tires, 17.5L24 10pr rear tires, Extendahoe, one 18" backhoe; Radio Bucket; Flip over pads, 93" wide long lip Front loader bucket, One (1) Front mounted fork set 48" long with mounting frame; Deluxe air cloth seat, Hydraulic mounted front coupler; RH tool box, Cold start Batteries, Dual lever control; Auxiliary hydraulics mounted at back of machine; One (1) Model X2475 Auger Drive unit with One each 24" 30" and 36" Auger Bits and all other standard equipment.

Total List price per specification's listed above \$134,513.00

Texas Buy Board contract #345-10 price for this specification \$114,336.00

NOTE: ASCO "INVENTORY SPECIAL" DISCOUNT PRICE **\$88,192.00**

PLUS ALL APPLICABLE TAXES

TERMS NET DUE ON DELIVERY OR APPROVED FINANCING

A cancellation charge of 20 per cent of the total purchase price will be assessed and is hereby agreed to by customer on all cancelled orders.

Quoted FOB LUBBOCK TEXAS Quotation expires 60 days unless otherwise noted. All used equipment quoted subject to prior sale and is not guaranteed.

All prices, terms, and delivery date are subject to approval by the management of the company.

Accepted

Quoted By RICHARD TOMACK

Approved, Associated Supply Co.

By _____



2102 SLATON HIGHWAY
P.O. BOX 3888 - 806/745-2000
LUBBOCK, TEXAS 79452
FAX: 806/748-1268

3412 KERMIT HWY
432/337-2823
ODESSA, TEXAS 79764
FAX: 432/337-8313

7576 I-40 EAST
P.O. BOX 31210 - 806/372-8386
AMARILLO, TEXAS 79120
FAX: 806/372-1999

2203 WEST FLORIDA AVE.
432/685-9999
MIDLAND, TEXAS 79701
FAX: 432/683-8885

2604 S. MAIN
806/435-7773
PERRYTON, TEXAS 79070
FAX: 806/435-7187



CITY OF LUBBOCK

ATTN: PURCHASING

LUBBOCK TEXAS 79401

—QUOTATION—

Date **10/08/2012**

The following submitted for your consideration subject to the terms set forth below:

FIVE (5) NEW CASE BACKHOE LOADER MODEL 580SN 2-WHEEL DRIVE

Equipped with fully enclosed Operator's cab with LH Door, Heat/Air conditioning. 11Lx 16 10PR lug tires, 17.5L24 10pr rear tires, Extendahoe, one 18" backhoe; Radio Bucket; Flip over pads, 82" wide long lip 1 cubic yard loader bucket, Deluxe air cloth seat, RH tool box, Cold start Batteries, Dual lever control; Auxiliary hydraulics mounted at back of machine; and all other standard equipment.

Total List price per specification's listed above \$119,878.00ea.

Texas Buy Board contract #345-10 price for this specification \$96,578.00ea.

NOTE: ASCO "INVENTORY SPECIAL" DISCOUNT PRICE **\$75,632.00ea.**

TOTAL PACKAGE PRICE FOR FIVE (5) \$378,160.00

PLUS ALL APPLICABLE TAXES

TERMS NET DUE ON DELIVERY OR APPROVED FINANCING

A cancellation charge of 20 per cent of the total purchase price will be assessed and is hereby agreed to by customer on all cancelled orders.

Quoted FOB LUBBOCK TEXAS Quotation expires 60 days unless otherwise noted. All used equipment quoted subject to prior sale and is not guaranteed.

All prices, terms, and delivery date are subject to approval by the management of the company.

Accepted

Quoted By RICHARD TOMACK

Approved, Associated Supply Co.

By _____





Regular City Council Meeting

5. 20.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order Contract 31012603 with Scoggin-Dickey Chevrolet-Buick for fifty-one (51) Sport Utility Police Pursuit Vehicles for Police Patrol, BID 13-10970-RH.

Item Summary

The purchase order contract is for the purchase of fifty-one (51) 2013 Chevrolet Tahoe Defenders for the Police Patrol Division. This is the third year of a six-year replacement plan to replace the Ford Crown Victorias with Chevrolet Tahoes. The Chevrolet Tahoe Defenders provide increased storage, field of vision, and officer comfort. The vehicles are able to better withstand the extreme use required of police vehicles.

Bids were received from the following companies:

Scoggin Dickey Chevrolet-Buick of Lubbock, TX	\$1,406,624
Reliable Chevrolet of Richardson, TX	1,428,306
Gene Messer Chevrolet of Lubbock, TX	1,436,802
Randall Reed's Prestige Ford of Garland, TX	NQAS*

*Not Quoted as Specified.

Staff recommends contract award to the lowest bidder, Scoggin-Dickey Chevrolet-Buick of Lubbock, Texas, for \$1,406,624.

Fiscal Impact

The vehicles are approved in the Adopted FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Roger Ellis, Chief of Police

Attachments

Resolution & Contract - Scoggin-Dickey
Final Tab Sheet - Police SUV's

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. 31012603 for the purchase of police Tahoes, as per ITB 13-10970, by and between the City of Lubbock and Scoggin-Dickey Chevy-Buick, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 10/23/2012
Order Number 31012603 000 OP
Branch/Plant 3526

TO:
SCOGGIN-DICKEY CHEVY-BUICK
5901 SPUR 327
LUBBOCK Texas 79464 4910

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

Ordered 10/23/2012 Freight
Requested 05/31/2013 Taken By R HOLDER
Delivery PER M TREVINO REQ 40584 ITB 13-10970-RH

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Police Package Tahoe (42.000), Police Package Tahoe (5.000), and Police Package Tahoe-Black (4.000).

Total Order

Terms NET 30 1,406,624.00

This purchase order encumbers funds in the amount of \$1,406,624.00, for the purchase of Chevrolet Tahoes awarded on November 8, 2012 to Scoggin-Dickey Chevy-Buick, of Lubbock, Texas in accordance with Scoggin-Dickey Chevy-Buick's response to ITB 13-10970-RH. The following is incorporated into and made part of this purchase order by reference: Bid submitted by your firm in response to City of Lubbock ITB 13-10970-RH.

Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

**City of Lubbock, Texas
Purchasing and Contract Management
Police SUV's**

BID FORM

In compliance with the **Invitation to Bid 13-10970-RH**, 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 **13-10970-RH** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
1.	42	Each	4-Door, 4x2, Sport Utility Police Pursuit Vehicle with Cargo Area WITH BLACK AND WHITE COLOR SCHEME per Specification No. 307-PD	\$ 27,852	\$ 1,169,784	180 days
2.	5	Each	4-Door, 4x2, Sport Utility Police Pursuit Vehicle with Cargo Area WITH BLACK PAINT ONLY per Specification No. 307-PD	\$ 26,752	\$ 133,760	60-90 days
3.	4	Each	4-Door, 4x2, Sport Utility Police Pursuit Vehicle with Cargo Area WITH BLACK PAINT ONLY AND WITHOUT SPOTLIGHTS AND PUSHGUARDS per Specification No. 307-PD	\$ 25,770	\$ 103,080	60-90 days
Model Year, Brand Name and Model Number:						

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

**ARO – After Receipt of Order

Unless otherwise specified herein, the City may award the bid either item-by-item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0 %, net 30 calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer, for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided

herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES _____ NO

- 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 Scoggin-Dickey Chevrolet Buick, Inc a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading boards _____ of the City of _____

Firm: SCOGGIN-DICKEY CHEVROLET, BUICK, INC

Address: 5901 SPUR 327

City: LUBBOCK State: TEXAS Zip: 79424

Bidder acknowledges receipt of the following addenda:

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

M/WBE Firm:

	Woman		Black American		Native American
	Hispanic American		Asian Pacific America		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

- Name _____ and Manufacture's License No. _____
 - Name _____ and Converter's License No. _____
 - Name _____ and Representative's License No. _____
 - Name _____ and Franchise Dealer's License No. _____
- General Distinguishing No. P-5126 (Franchised TX dealer)

By John Zwacher
Authorized Representative - must sign by hand

Date: 10/19/12

required under the Tax
in order for a bid to
be a valid license

Officer Name and Title: John Zwacher, President
Please Print

Business Telephone Number 798-4000 FAX: 798-4090

E-mail Address: maorth@scoggin-dickey.com

FOR CITY USE ONLY

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

Date of Award by City Council (for bids over \$25,000): _____ Date P.O./Contract Issued: _____

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

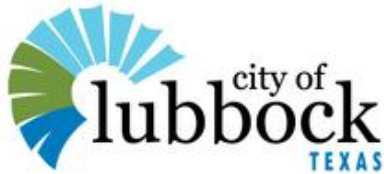
LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, Tx
Fleet Services
Bid Tabulation
November 8, 2012

BID 13-10970-RH
Police SUV's

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	42	EA	Police Pursuit Vehicle (Black & White)			
			Randall Reed's Prestige Ford	Garland, TX	26,885	*NQAS
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	27,852	1,169,784
			Reliable Chevrolet	Richardson, TX	28,262	1,186,996
			Gene Messer Chevrolet	Lubbock, TX	28,450	1,194,900
2	5	EA	Police Pursuit Vehicle (Black Only)			
			Randall Reed's Prestige Ford	Garland, TX	25,875	*NQAS
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	26,752	133,760
			Reliable Chevrolet	Richardson, TX	27,262	136,309
			Gene Messer Chevrolet	Lubbock, TX	27,350	136,750
3	4	EA	Police Pursuit Vehicle			
			Randall Reed's Prestige Ford	Garland, TX	25,440	*NQAS
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX	25,770	103,080
			Reliable Chevrolet	Richardson, TX	26,250	105,001
			Gene Messer Chevrolet	Lubbock, TX	26,288	105,152
Overall Total						
			Randall Reed's Prestige Ford	Garland, TX		*NQAS
			Scoggin-Dickey Chevrolet-Buick	Lubbock, TX		\$ 1,406,624
			Reliable Chevrolet	Richardson, TX		1,428,306
			Gene Messer Chevrolet	Lubbock, TX		1,436,802

*Not Quoted as Specified



Regular City Council Meeting

5. 21.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order Contract 31012598 with John Wright Associates, Inc., for the purchase of rear view mirror radars for 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.

Item Summary

The contract is for the purchase of 44 rear view mirror radar units to be installed on 2013 Chevrolet Tahoe Defender vehicles for Police Patrol Division.

The Police Patrol Division in 2012 implemented a new type of radar with LED indicators built into the rear view mirror, offering an easy to read display. The LED indicators show the target and lock speeds and display the radar mode. Indicator lamps at the bottom of the mirror display antenna use, faster/stronger modes and moving indications. The mirror display features photo cell dimming to adjust to ambient light conditions.

The \$85,140 purchase from John Wright Associates of Arlington, Texas for the rear view mirror radar units is made through the Houston-Galveston Area Council (HGAC) Contract No. EF04-11. H-GAC is a regional planning commission created under Acts of the 59th Legislature, Regular Session 1965, recodified as Texas Local Government Code, Chapter 391. The H-GAC program was established pursuant to the Texas Interlocal Cooperation Act that allows governmental and qualifying non-profit entities to use the Act to obtain commonly needed products and services.

Fiscal Impact

Funding is available in the FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Roger Ellis, Chief of Police

Attachments

Resolution & PO - John Wright Assoc.

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. 31012598 for the purchase of police radar detection equipment, by and between the City of Lubbock and John Wright Associates, Incorporated of Arlington, 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.

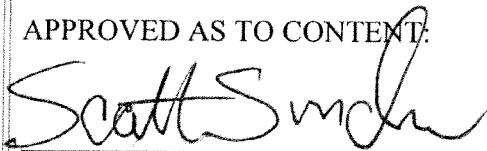
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



PURCHASE ORDER

Page - 1
Date - 10/23/2012
Order Number 31012598 000 OP
Branch/Plant 3526

TO: JOHN WRIGHT ASSOCIATES INC
1111 WEST ABRAM
ARLINGTON Texas 76013-1872

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]
Maria Alvarez, Director of Purchasing & Contract Management

Ordered 10/23/2012 Freight
Requested 03/08/2013 Taken By R HOLDER
Delivery PER M TREVINO REQ 40719 HGAC CONTRACT NO. EF04-11

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Mirror Display, Single Antennae Unit, Shipping/Handling, and Total Order.

This purchase order encumbers funds in the amount of \$85,140.00 awarded to John Wright Associates, Incorporated, of Arlington, TX, on November 8, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation dated October 17, 2012 from, John Wright Associates, Incorporated, of Arlington, TX and HGAC contract No. EF04-11. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



CONTRACT PRICING WORKSHEET
For Catalog & Price Sheet Type Purchases

Contract No.:

EF04-11

Date Prepared:

10/17/2012

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Lubbock TX Police Department	Contractor:	John Wright Associates/Dectur Electronics, Inc.
Contact Person:	Lt. Ray Mendoza	Prepared By:	Derek Wright/Krista Abercrombie
Phone:	806.775.2875	Phone:	817.459.2001
Fax:	806.775.2662	Fax:	
Email:	rmendoza@mylubbock.us	Email:	derek@johnwrightassoc.com/krista.abercrombie@soncellna.co

Catalog / Price Sheet Name:	EF04-11 Law Enforcement Equipment and Supplies
General Description of Product:	Genesis II Select In-Car Mounted Radar with Mirror Display Adder Options

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
44	Mirror Display - Adder for CO13	495	21780
44	CO13 - Single antenna unit - discounted from published Dual antenna unit	1,425.00	62700
			0
			0
44	SHIPPING/HANDLING	15	660
			0
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal A:			85140

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
			0
			0
			0
			0
Total From Other Sheets, If Any:			
Subtotal B:			0
Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).		For this transaction the percentage is:	0%

C. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Discount was given - Agency wishes to purchase single antenna units not dual as listed on product CO13. Discounted price is less than 25% of published CO13 as an unpublished option.		
Quote valid for 90 Days		
		Subtotal C:
		0

Delivery Date:		D. Total Purchase Price (A+B+C):	85140
-----------------------	--	---	--------------



Regular City Council Meeting

5. 22.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order Contract 31012618 with Digital Safety Technologies for the purchase of Patrol digital video recorders (DVR's) for the 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.

Item Summary

The contract is for the purchase of 51 Digital Patroller3 (DP3) video recorders to be installed on the 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.

The Police Patrol Division upgraded to DP3 from DP2, in 2012. The system is utilized by the Police Department patrol cars. A large number of videos are created daily and must be stored for future use. With the upgrade, the current DP2 units are obsolete and need to be replaced. The DP3 system features a high-resolution video, ruggedized, waterproof DVR with no moving parts, and "set it and forget it" reliability.

Digital Safety Technologies Inc. of Raleigh, North Carolina is the sole authorized distributor for the Digital Patroller 3 Video Recorders. Consequently, this is a sole source procurement exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(7). The purchase price is \$205,683.

Fiscal Impact

Funding is available in the FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Roger Ellis, Chief of Police

Attachments

Resolution & PO - Digital Safety

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. 31012618 for the purchase of police SUV DVR's, by and between the City of Lubbock and Digital Safety Technologies, Inc. of Raleigh, North Carolina, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

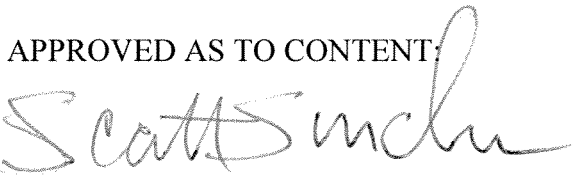
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

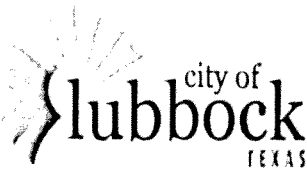


Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



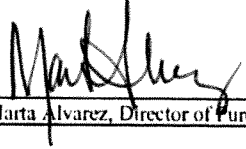
PURCHASE ORDER

Page - 1
 Date - 10/25/2012
 Order Number 31012618 000 OP
 Branch/Plant 3526

TO:
 DIGITAL SAFETY TECHNOLOGIES INC
 3301 TERMINAL DR. STE 119
 RALEIGH North Carolina 27604

SHIP TO:
 CITY OF LUBBOCK
 FLEET SERVICES
 206 MUNICIPAL DRIVE
 LUBBOCK Texas 79403

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

BY: 
 Marta Alvarez, Director of Purchasing & Contract Management

Ordered 10/25/2012 Freight
 Requested 12/27/2012 Taken By T LENNON
 Delivery PER M TREVINO REQ 40720 QUOTE NO. KLW10/11/2012

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
DP3 MDVR 32GB	51.000	2,175.0000	EA	110,925.00	12/27/2012
DP3 MDVR Software	51.000	249.0000	EA	12,699.00	12/27/2012
DP3 MDVR Installation Kit	51.000	195.0000	EA	9,945.00	12/27/2012
Encoder Kit	51.000	394.0000	EA	20,094.00	12/27/2012
Kit, 22X Front Camera	51.000	200.0000	EA	10,200.00	12/27/2012
EH Wireless Mic Transmitter	51.000	170.0000	EA	8,670.00	12/27/2012
EH Wireless Recv Transmitter	51.000	175.0000	EA	8,925.00	12/27/2012
EH Wireless Mic Home Chrgr	51.000	65.0000	EA	3,315.00	12/27/2012
GPS Wass incl 3m cable	51.000	130.0000	EA	6,630.00	12/27/2012
Single Camera Mount Kit	51.000	75.0000	EA	3,825.00	12/27/2012
Ethernet, 6.0 m	51.000	30.0000	EA	1,530.00	12/27/2012
RJ45 Data Cable	51.000	20.0000	EA	1,020.00	12/27/2012
RJ45 Data Port	51.000	30.0000	EA	1,530.00	12/27/2012
Shipping	1.000	1,275.0000	EA	1,275.00	12/27/2012
Kit Low Light Color Rear Camer	51.000	100.0000	EA	5,100.00	12/27/2012

Total Order

Terms NET 30 DAYS

205,683.00

This purchase order encumbers funds in the amount of \$205,683.00 awarded to Digital Safety Technologies of Raleigh, North Carolina on November 8, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation dated October 11, 2012 from Digital Safety Technologies of Raleigh, North Carolina. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



SALES QUOTE
Valid for 30 Days

Digital Safety Technologies
3301 Terminal Drive, Suite 119
Raleigh, NC 27604
919-719-0401
Tax ID: 26-3820794

Ship Information:

To: Lubbock Police Department
Attn: Ray Mendoza

Date: 10/11/2012

Quote Number: KLW10/11/2012

Phone: 806-775-2875

FAX:

Email:

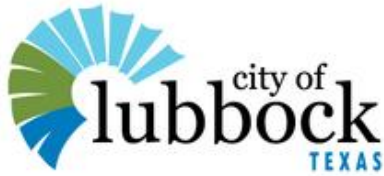
Salesperson: Worley

QTY	PART #	DESCRIPTION	MSRP	PRICE	TOTAL
51	800-0000000	DP3 MDVR 32GB - MDVR with 32GB SSD	\$3,000.00	\$2,175.00	\$110,925.00
51	355-0000006	DP3 MDVR SOFTWARE	\$355.00	\$249.00	\$12,699.00
51	800-0000004	DP3 MDVR STANDARD INSTALLATION KIT	\$305.00	\$195.00	\$9,945.00
51	800-0000002	ENCODER KIT	\$555.00	\$394.00	\$20,094.00
51	700-0094V4	KIT, LOW LIGHT COLOR REAR CAMERA W/ OVERMOLDED CABLE	\$150.00	\$100.00	\$5,100.00
51	700-0092V7-R	KIT, 22X REMANUFACTURED FRONT CAMERA W/ OVERMOLDED CABLE	\$500.00	\$200.00	\$10,200.00
51	701-0000068	EH WIRELESS MIC TRANSMITTER KIT booklet, transmitter, pouch ext Mic	\$230.00	\$170.00	\$8,670.00
51	701-0000066	EH WIRELESS MIC RECEIVER KIT booklet, receiver mounting bracket mounting screws antenna, connecting cable	\$235.00	\$175.00	\$8,925.00
51	701-0000068	EH WIRELESS MIC HOME CHARGER KIT booklet, power adapter charge cradle	\$90.00	\$65.00	\$3,315.00
51	701-0000100V2	GPS WASS including 3m cable	\$180.00	\$130.00	\$6,630.00
51	700-0023	Single Camera Mount Kit: Ford Explorer 02-09; Expedition 03-09; Chevy Silverado 02-08; Tahoe 03-09; Trail Blazer 04-08.	\$100.00	\$75.00	\$3,825.00
51	602-0000031	ETHERNET, 6.0m (DVR to Encoder extension)	\$40.00	\$30.00	\$1,530.00
51	602-0000036	RJ45 DATA CABLE 6.0m (MDVR to MDT RJ45 Plug)	\$30.00	\$20.00	\$1,020.00
51	701-0000103	RJ45 DATA PORT, 0.9m (RJ45 Jack Docking Port)	\$40.00	\$30.00	\$1,530.00
1	NoVehicleInstal	No in-vehicle installation required.	\$0.00	\$0.00	\$0.00
1	NoServerInstal	No back office installation required.	\$0.00	\$0.00	\$0.00

Note 1: Quote based on the following: Full systems, MDT only (No LCD) 1 front camera and 1 rear camera, 1 wireless mic per car, trunk mounted, wired docking. Installations being handled by the PD.

Note 2: Rebuilt 22x Cameras have been quoted

Total In-Vehicle Systems:	51
In-Vehicle Price Per System:	\$4,008.00
Total In-Vehicles:	\$204,408.00
Services:	\$0.00
Subtotal:	\$204,408.00
Shipping (MUST ENTER):	\$1,275.00
0.00% Tax:	\$0.00
Credit Card Fee (3%):	\$0.00
Total:	\$205,683.00



Regular City Council Meeting

5. 23.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order Contract 31012605 with Siddons Martin Emergency Group for headlight and tail light flashers, gun racks, and light bars for the 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.

Item Summary

The contract is for the purchase of headlight and tail light flashers, gun racks, and light bars used to outfit fifty-one (51) 2013 Chevrolet Tahoe Defender vehicles for the Police Patrol Division.

The \$168,589 purchase from Siddons Martin Emergency Group of Houston, Texas for the headlight and tail light flashers, gun racks, and light bars is made through Tarrant County Contract No. 2012-128. This item involves the purchase through the Interlocal Cooperative Purchasing Agreement with Tarrant County authorized by Resolution No. 2004-R0509 on October 12, 2004.

Fiscal Impact

Funding is available in the FY 2012-13 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Roger Ellis, Chief of Police

Attachments

Resolution & PO - Siddons Martin

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. 31012605 for the purchase of various equipment for the police Tahoes, by and between the City of Lubbock and Siddons Martin Emergency Group, LLC of Houston, 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.

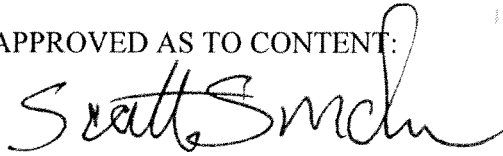
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

vw:ccdcs/RES.Siddons-PurchaseOrd
October 24, 2012



PURCHASE ORDER

Page - 1
Date - 10/24/2012
Order Number 31012605 000 OP
Branch/Plant 3526

TO:
SIDDONS MARTIN EMERGENCY GROUP, LLC
14233 INTERDRIVE WEST
HOUSTON Texas 77032

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

Ordered 10/24/2012 Freight
Requested 12/14/2012 Taken By R HOLDER
Delivery REQ 40717 M TREVINO TARRANT COUNTY NO. 2012-128

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include items like Light Bar 55" WC DUO Liberty, M4 LED Flashers, Whelen Head/Tail Light Flasher, IOM Series-Red/Blue Split, Partition Center Slider, ProGard Recess Panel, Dual Weapon Partition Mount, 18" Enclosed Console.



PURCHASE ORDER

Page - 2
Date - 10/24/2012
Order Number 31012605 000 OP
Branch/Plant 3526

TO:
SIDDONS MARTIN EMERGENCY GROUP, LLC
14233 INTERDRIVE WEST
HOUSTON Texas 77032

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

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

Ordered 10/24/2012 Freight
Requested 12/14/2012 Taken By R HOLDER
Delivery REQ 40717 M TREVINO TARRANT COUNTY NO. 2012-128

Table with 7 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Rows include Console Accessory Plate IM 2", 4" Internal Cupholder, Dual External Cupholder, Tunnel Mount Assembly, Shipping and Handling Charges, and Total Order.

This purchase order encumbers funds in the amount of \$168,588.95 awarded to Siddons Martin Emergency Group, LLC, of Houston, TX, on November 8, 2012. The following is incorporated into and made part of this purchase order by reference: Price quotation dated October 17, 2012 from, Siddons Martin Emergency Group, LLC, of Houston, TX, and Tarrant County Contract No. 2012-128. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary



a division of ...

Quote

Date	Quote #
10/17/2012	EVSQ716

Quote is valid for 30 days.

Siddons Martin Emergency Group

1443A Aldine Bender Rd Houston, TX 77032

P: 281.219.1920 F: 281.219.2560

Bill to
City of Lubbock PO Box 2000 Lubbock, TX 79457 Att: Accounts Payable

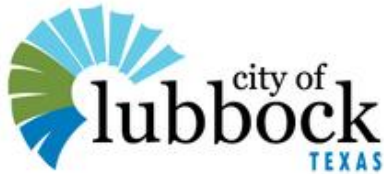
Ship To
City of Lubbock Radio Repair Shop 530 36th Street, Suite 200 Lubbock, TX 79404 Att: Clifford or Malisa

Quoted prices do not include freight unless otherwise specified

P.O. No.	Terms	Due Date	Rep	Project
	Net 30	11/14/2012	PI	EVS
Qty	Item	Description	Cost	Total
42	EVS-DUOPKG	55" WC DUO Liberty - Red/Blue to Amber, CCSRN3, SA315P, SAK1, STPKT71 ** RED/BLUE to AMBER	2,295.00524	96,390.22
102	EVS-M4J	M4 LED FLASHER SPLIT BLUE/RED	119.00137	12,138.14
51	EVS-SSFPOS16	Whelen Head/Tail Light flasher for Chevrolet Impala/Tahoe/Caprice plug n play	55.99843	2,855.92
28	EVS-IONJ**	ION series - Red/Blue split	91.99786	2,575.94
44	EVS-P5704T10A	Partition for Tahoe - Center Slider- Side Airbag Compliant	414.11909	18,221.24
44	EVS-RP57T07	ProGard recess panel for P5700 series Partition 2010-2012 Chevrolet Tahoe	61.87795	2,722.63
44	EVS-G7210	Dual Weapon, Partition Mount (in partition's recessed panel)	276.085	12,147.74
51	EVS-C-1800	18" Enclosed Console *** SPECIFY FACEPLATES UPON ORDERING	171.52078	8,747.56
51	EVS-C-LP-3	Console, Accessory, Plate, Internal mount, 2" Mounting space, 3 Lighter plug outlets	30.96039	1,578.98
51	EVS-C-CUP2-I	4" INTERNAL CUPHOLDER	29.55059	1,507.08
103	EVS-C-CUP2-E-C	Dual External Cup Holder	25.70097	2,647.20
51	EVS-C-TMW-GMC-02	2010-2012 Chevrolet Tahoe/GMC Yukon Tunnel Mount Assembly	89.33922	4,556.30
1	S&H	Shipping and Handling Charges	2,500.00	2,500.00
TARRANT COUNTY CONTRACT# 2012-128 (HAVS AND PROGARD)				

For any questions regarding this estimate please contact
 Petra Ibarra or Glenn Schimcek at 281.219.1920
 petra@siddons-martin.com or glenn.schimcek@siddons-martin.com
 Thank you for choosing EVS. Please visit our website at
 www.evspecialists.com or www.siddons-martin.com

Subtotal	\$168,588.95
Sales Tax (8.25%)	\$0.00
Total	\$168,588.95



Regular City Council Meeting

5. 24.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Health Department: Consider a resolution authorizing the Mayor to execute a lump sum price contract 10833 with L. Howard Construction, Inc. for the relocation of a 475 kW Kohler generator from 1902 Texas Ave. to the Reese Technology Center, Building 555, 1207 Gilbert Drive, and to re-commission the generator, BID 12-10833-CI.

Item Summary

As part of the City of Lubbock's transfer of the Biosafety Level 3 Lab to Texas Tech's Institute for Environmental and Human Health (TIEHH), it is necessary to relocate the 475 kW Kohler Generator from 1902 Texas Avenue to TIEHH facilities at Reese Technology Center, Building 555, 1207 Gilbert Drive. The work includes moving the generator, providing a drop-over generator enclosure (including sound attenuation foam and exhaust turn duct), and re-commissioning, not including the wiring. The work will include installing a new radiator and cooling system.

Bids were received from the following companies:

L. Howard Construction, Inc., of Abernathy, Texas	\$68,953
Norcom Integrated Systems, Inc., of Allen, Texas	Not Quoted as Specified

Staff recommends award to the lowest responsive and responsible bidder meeting specifications, L. Howard Construction, Inc., of Abernathy, Texas for \$68,953.

Fiscal Impact

\$68,953 is appropriated in the adopted FY2012-2013 Facilities operating budget for this expense.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Health

Final Tab Sheet - Health

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. 10833 to relocate a 475 kW Kohler Generator, by and between the City of Lubbock and L. Howard Construction, Inc. of Abernathy, 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.

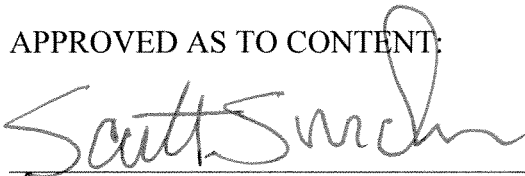
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

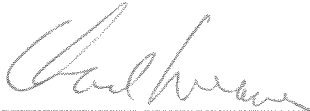
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager
Community Services

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

**CITY OF LUBBOCK, TX
CONTRACT FOR SERVICES
TO RELOCATE 475 kW KOHLER GENERATOR**

THIS CONTRACT made and entered into this 8th day of November, 2012, by and between the City of Lubbock ("City"), and L. Howard Construction, Inc., ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids to Relocate 475 kW Kohler Generator and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor to Relocate 475 kW Kohler Generator.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will provide to the City, the service of Relocating a 475 kW Kohler Generator and more specifically referred to as Items 1 – 2 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 City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	\$1,000,000
Commercial General Liability	
General Aggregate	
Occurrence	
Products-Comp/Op AGG	
Personal & Adv. Injury	
Contractual Liability	
Automotive Liability	\$1,000,000
Combined Single Limit	
Any Auto	
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, to include products of completed operations endorsement, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied. Copies of all endorsements are required.

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City

the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 12-10833-CI, 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

CONTRACTOR

Glen C. Robertson, Mayor

BY L.W. Howard
Authorized Representative

ATTEST:

L.W. HOWARD
Print Name

Rebecca Garza, City Secretary

380 FM 54
Address

APPROVED AS TO CONTENT:

ABERNATHY, TX 79311
City, State, Zip Code

Scott Snider
Scott Snider, Community Services
Assistant City Manager

APPROVED AS TO FORM:

[Signature]
Assistant City Attorney

**City of Lubbock, TX
Purchasing & Contract Management
ITB 12-10833-CI
Specifications**

1. GENERAL

The work herein specified to be done consists of decommissioning and removing a 475 kW Kohler Generator set, Model No. 500REOZV, Serial No. 2022154, from the City of Lubbock Health Department at 1902 Texas Avenue, Lubbock, Texas 79411, and transporting, installing, and re-commissioning said generator set at The Institute of Environmental and Human Health (TIEHH), Department of Environmental Toxicology, Reese Technology Center, Building 555, 1207 Gilbert Drive, Lubbock Texas 79416.

The Contractor shall furnish all materials, equipment, move and transportation costs, and labor to perform the work per the specifications, including all other work considered incidental to this item.

2. SCOPE OF WORK

The Contractor shall decommission, remove, transport, install, and re-commission a City owned 475 kW Kohler generator set, with (automatic) transfer switches from the generator set current location to the Reese Center TIEHH, Building 555, and provide a drop-over generator enclosure (including sound attenuation foam and exhaust turnduct).

This project must be completed within sixty (60) consecutive calendar days.

The Contractor is responsible for:

- a. Move generator from City of Lubbock Health Department to Reese Center TIEHH and Re-Commission including:
 1. Removal from current location.
 2. Transportation of generator to the yard at Building 555 at Reese Center.
 3. Unloading at new location.
 4. Materials and labor to install new cooling system onto generator.
 5. Materials and labor to install generator housing onto generator.
 6. Re-commission generator (service, inspect, load test).
 7. Make the required modifications to the generator (housing and radiator), re-commission the generator and transfer switches. Place into service at Building 555.
 8. Include a preventative maintenance package.

9. Include a load bank test.
10. Include new cooling package kit.
11. Provide for and install a Drop Over Generator Enclosure (including sound attenuation and exhaust turnduct). The enclosure is to be a walk-around enclosure and must be exterior rated. (See attachment „A“)
12. Re-install exhaust silencer with new piping.
13. Relocate and install remote annunciators.

The City of Lubbock shall be responsible for the removal and transportation of the diesel fuel at the existing site, and the decommissioning of the generator and transfer switches.

3. GENERAL CONDITIONS

- 3.1 The Contractors work is to be performed between 8:00 a.m., and 5:00 p.m., weekdays only. Contractor is to make provisions to undertake all construction activities knowing that the building will be open and the public will be utilizing building entry ways adjacent to the work area.
- 3.2 The Contractor and their employees must be a Texas licensed electrician and will work in a courteous and workmanship like manner. Contractor is to properly dispose of all debris generated from this project at their expense, including any excavated materials.
- 3.3 The Contractor is to follow all O.S.H.A. safety regulations in performance of this project.

*****REVISED*****

BID FORM
Relocate 475 kW Kohler Generator
City of Lubbock, Texas
ITB No. 12-10833-CI

In compliance with the **Invitation to Bid 12-10833-CI**, 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 **12-10833-CI** is by reference incorporated in this contract. The Bid Form **must be completed** in blue or black ink or by typewriter.

ITEM NO.	DESCRIPTION	LUMP SUM
1	Move one (1) 475 kW Kohler generator set from the City of Lubbock Health Department located at 1902 Texas Avenue, Lubbock, Texas 79411, to The Institute of Environmental and Human Health (TIEHH), Department of Environment Toxicology, Reese Technology Center, Building 555, 1207 Gilbert Drive, Lubbock, Texas 79416; provide a drop-over generator enclosure (including sound attenuation foam and exhaust turnduct), and re-commission, not including wiring; to include new radiator and cooling system installed; including all materials, equipment, move, transportation, and installation costs; labor to perform work as herein specified, and all other work considered incidental to this item.	\$ 68,954.00
2	Credit for Old External Radiator	(-) 1.00
TOTAL LUMP SUM		\$ 68,953.00

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.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 1%, net calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below

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 L. HOWARD CONSTRUCTION, INC. a corporation organized under the laws of the State of TEXAS, or a partnership consisting of _____ or individual trading as _____ of the City of _____

Firm: L. HOWARD CONSTRUCTION, INC.

Address: 380 FM 54

City: ABERNATHY State: TX Zip: 79311

Bidder acknowledges receipt of the following addenda:

Addenda No. 1 Date 9/28/12
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____
 Addenda No. _____ Date _____

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

By [Signature] Date: 10-5-12
 Authorized Representative - must sign by hand

Officer Name and Title: L. W. HOWARD, PRESIDENT
 Please Print

Business Telephone Number (806)832-5018 FAX: (806)832-1097

E-mail Address: lhowardconst@valornet.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual:	_____
Date of Award by City Council (for bids over \$25,000):	_____ Date P.O./Contract Issued: _____

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

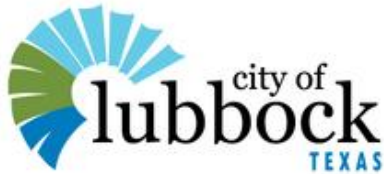
LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, Tx
Health Department
Bid Tabulation
November 8, 2012

BID 12-10833-CI
Relocate 475 kW Kohler Generator

Item	Qty	UOM	Description/Vendor	Location		Lump Sum
1	1	LS	Relocate 475 kW Kohler Generator			
			Norcom Integrated Systems, Inc.	Allen, TX	\$	38,500
			L. Howard Construction, Inc.	Abernathy, TX		68,954
2	1	LS	Old External Radiator (Credit)			
			Norcom Integrated Systems, Inc.	Allen, TX		-5,000
			L. Howard Construction, Inc.	Abernathy, TX		-1
			Total Lump Sum			
			Norcom Integrated Systems, Inc.	Allen, TX	\$	33,500*
			L. Howard Construction, Inc.	Abernathy, TX		68,953

*Not Quoted as Specified



Regular City Council Meeting

5. 25.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Job Order Contract 13-10937-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the Municipal Square North Parking Lot Construction.

Item Summary

The former IT building was demolished in December 2011. The vacated area will become a parking lot for the Police Department Facility. This project will construct a new asphalt parking area with approximately 17 spaces. Security fence and controlled access to the Facility is included as part of this project as well as data down load ports. The work will be in accordance with plans and specifications written and stamped by Adling Associates (architects) and Agnew Associates (engineers).

The \$89,840 contract with Minnix Commercial Partners, Ltd., of Lubbock, Texas, is made through BuyBoard Contract No. 2012 Area J - MCP, using an electronic system know as EZIQC, to access indefinite quantity construction contracts (job order contracts) that are competitively bid to accomplish maintenance, repair, and minor new construction. The contracts are 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.

Time for completion is 45 consecutive calendar days with liquidated damages of \$100 per day.

Fiscal Impact

\$945,000 is appropriated in Capital Improvement Project 91160, Police Department and Municipal Court Renovations, with \$89,840 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Minnix

CIP Detail

Budget Detail - 91160

Map - A1.0

Map - A1.1

Map - E1.0

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. 10937 for Municipal Square north parking lot construction, by and between the City of Lubbock and Minnix Commercial Partners, Ltd. and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

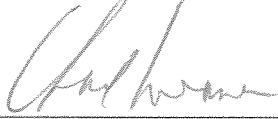
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney


Work Order Signature Document

BUYBOARD EQIQC Contract No.: 2012 Area J - MCP	
<input type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 013264.00	Work Order Date: 08/11/2012
Work Order Title: Construction of New Parking Lot next to Police Station	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Minnix Commercial Partners, Ltd.</u>
Contact: <u>Wesley Everett</u>	Contact: <u>Keenan Davis</u>
Phone: <u>(806) 775-2665</u>	Phone: <u>(806) 798-7335</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 BuyBoard EZIQC Contract No. 2012 Area J – MCP.	
<u>Brief Work Order Description:</u> Construction of Parking Lot next to Police Station where former IT Building was located.	
Time of Performance	45 Calendar Days. Liquidated Damages \$100 per working day.

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
013264.0	Northeast Corner of Police Station Complex located at 916 Texas Avenue.	\$89,839.77

CITY OF LUBBOCK

Glen C. Robertson, Mayor



Keenan Davis, Project Manager
Minnix Commercial Partners, Ltd.

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



Detailed Scope of Work

To: Keenan Davis
Minnix Commercial Partners, LTD
PO Box 64895
Lubbock, TX 79464
(806) 798-7335

From: George Lisenbe
City of Lubbock
1625 13th Street, Room 204
Lubbock, TX 79457
(806) 775-3000

Date Printed: August 11, 2012

Work Order Number: 013264.00

Work Order Title: City of Lubbock - New Parking Lot next to Police Station

Brief Scope: Construct aa Parking Lot where former IT facility was demolished.
Per plans and specifications.

Preliminary Revised Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Minnix Commercial Partners proposes the following work to be performed at the Police Department:

Complete all work per plans and specifications written and stamped by Adling Associates and Agnew Associates. Pages A 1.0, A 1.1, A 2.0, E 1.0, 1/A 1.1 Addendum pages 1-4, and Detail 6/ A1.1. Specifications Date January 1, 2012 Pages 1-46.

Contractor's Price Proposal CSI - Summary

Date: August 11, 2012

Re: IQC Master Contract #: 2012 Area J - MCP
Work Order #: 013264.00
Owner PO #:
Title: City of Lubbock - New Parking Lot next to Police Station
Contractor: Minnix Commercial Partners, LTD
Proposal Value: \$89,839.77

01 - General Requirements	\$6,186.01
02 - Site Work	\$11,631.72
03 - Concrete	\$4,418.04
05 - Metals	\$1,081.41
08 - Openings	\$2,166.19
26 - Electrical	\$4,620.91
31 - Earthwork	\$11,401.04
32 - Exterior Improvements	\$48,334.45
Proposal Total	\$89,839.77

Contractor's Price Proposal CSI - Detail

Date: August 11, 2012
Re: IQC Master Contract #: 2012 Area J - MCP
 Work Order #: 013264.00
 Owner PO #:
 Title: City of Lubbock - New Parking Lot next to Police Station
 Contractor: Minnix Commercial Partners, LTD
 Proposal Value: \$89,839.77

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 45 23 00 0005		EA	6" Compaction Curves Soils Test, ASTM D-1557	\$1,256.70
			Installation	Quantity Unit Price Factor = Total	
				4.00 x 257.52 x 1.2200 = 1,256.70	
2	01 45 23 00 0012		EA	Proctor Compaction 6" Standard Mold	\$235.57
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 193.09 x 1.2200 = 235.57	
3	01 45 23 00 0016		EA	Moisture Density Tests, Modified AASHTO T-180, ASTM D1557	\$580.13
			Installation	Quantity Unit Price Factor = Total	
				4.00 x 118.88 x 1.2200 = 580.13	
4	01 45 23 00 0121		EA	6 x 12 Cylinder Concrete Compression Test, ASTM C-39	\$79.86
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 32.73 x 1.2200 = 79.86	
5	01 45 23 00 0131		EA	Concrete Slump Test, ASTM C143	\$94.25
			Installation	Quantity Unit Price Factor = Total	
				3.00 x 25.75 x 1.2200 = 94.25	
6	01 45 23 00 0133		EA	Concrete Cylinder Pick-up, Up To 15 Miles	\$233.75
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 95.80 x 1.2200 = 233.75	
7	01 74 19 00 0029		CYM	Hauling On Paved Roads, First 15 Miles	\$3,705.75
			Installation	Quantity Unit Price Factor = Total	
				6,750.00 x 0.45 x 1.2200 = 3,705.75	
Subtotal for 01 - General Requirements					\$6,186.01
02 - Site Work					
8	02 41 16 13 0024		CF	Demo Reinforced Concrete Building Foundation	\$10,077.20
			Installation	Quantity Unit Price Factor = Total	
				2,000.00 x 4.13 x 1.2200 = 10,077.20	
9	02 41 16 13 0034		CF	Demo Concrete Footing For Fence, Gate Or Playground Equipment Post, Etcetera Includes excavation.	\$792.02
			Installation	Quantity Unit Price Factor = Total	
				120.00 x 5.41 x 1.2200 = 792.02	
10	02 41 19 13 0031		LF	Saw Cut Rod Reinforced Concrete Slab Up To 4" Depth	\$762.50
			Installation	Quantity Unit Price Factor = Total	
				250.00 x 2.50 x 1.2200 = 762.50	
Subtotal for 02 - Site Work					\$11,631.72
03 - Concrete					

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013264.00

Work Order Title: City of Lubbock - New Parking Lot next to Police Station

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
03 - Concrete						
11	03 21 11 00 0008		TON	Grade 60 Reinforcing Steel, Footings And Slabs, #3-#6	\$1,959.32	
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	1,606.00	1.2200	1,959.32
			x	x	=	
12	03 31 13 00 0028		CY	Up To 6", By Concrete Pump, Place 3000 PSI Concrete Slab On Grade Excludes pumping equipment.	\$2,211.30	
				Installation		
			Quantity	Unit Price	Factor	Total
			17.00	106.62	1.2200	2,211.30
			x	x	=	
13	03 31 13 00 0028 0034			For 4000 PSI Concrete, Add	\$174.42	
				Installation		
			Quantity	Unit Price	Factor	Total
			17.00	8.41	1.2200	174.42
			x	x	=	
14	03 31 13 00 0028 0043			For Up To 20, Add	\$73.00	
				Installation		
			Quantity	Unit Price	Factor	Total
			17.00	3.52	1.2200	73.00
			x	x	=	
Subtotal for 03 - Concrete					\$4,418.04	
05 - Metals						
15	05 12 23 00 0550		LF	4-1/2" x 4-1/2" x 1/4" Square Steel Tubing	\$609.76	
				Installation		
			Quantity	Unit Price	Factor	Total
			20.00	24.99	1.2200	609.76
			x	x	=	
16	05 14 16 00 0013		LF	4" x 4" Aluminum Tubing, 1/4" Wall Thickness	\$471.65	
				Installation		
			Quantity	Unit Price	Factor	Total
			20.00	19.33	1.2200	471.65
			x	x	=	
Subtotal for 05 - Metals					\$1,081.41	
08 - Openings						
17	08 12 13 13 0008		EA	3' x 6'-8" Through 7'-2" x 4-3/4" Deep Metal Door Frame, 16 Gauge	\$206.72	
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	169.44	1.2200	206.72
			x	x	=	
18	08 13 13 13 0138		EA	3' x 7' x 1-3/4" 16 Gauge Metal Door (Unrated)	\$542.90	
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	445.00	1.2200	542.90
			x	x	=	
19	08 71 16 00 0036		PR	3-1/2" x 3-1/2", Standard Duty, Full Mortise, Ball Bearing, Wrought Steel Hinge	\$42.02	
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	34.44	1.2200	42.02
			x	x	=	
20	08 71 16 00 0036 0229			For Heavy Duty, Add	\$3.95	
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	3.24	1.2200	3.95
			x	x	=	
21	08 71 16 00 2158		EA	Surface Mounted Heavy Duty Door Closer - LCN 4010/4020/4110 Series	\$341.73	
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	280.11	1.2200	341.73
			x	x	=	
22	08 71 16 00 2182		EA	Entrance F08 Mortise Lockset Locked with key outside and thumb knob inside.	\$383.20	
				Installation		
			Quantity	Unit Price	Factor	Total
			1.00	314.10	1.2200	383.20
			x	x	=	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013264.00
 Work Order Title: City of Lubbock - New Parking Lot next to Police Station

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
23	08 71 16 00 2265		EA	Stainless Steel Body Electric Strike (Von Duprin 6215)	\$522.39
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 428.19 x 1.2200 = 522.39	
24	08 71 16 00 2280		EA	Electrified Mortise Lock OptionExcludes the lock. This task is used in conjunction with other locks in the CTC to electrify the lock.	\$123.28
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 101.05 x 1.2200 = 123.28	
Subtotal for 08 - Openings					\$2,166.19
26 - Electrical					
25	26 05 33 13 0005		CLF	1/2" EMT With 3 #10 THHN/THWN Assembly/Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	\$975.48
			Installation	Quantity Unit Price Factor = Total	
				2.50 x 319.83 x 1.2200 = 975.48	
26	26 05 33 13 1339		LF	1" PVC Schedule 40 Conduit With Coupling, Direct Burial, Glued Coupling	\$287.92
			Installation	Quantity Unit Price Factor = Total	
				200.00 x 1.18 x 1.2200 = 287.92	
27	26 05 33 16 0234		EA	1 Gang, Weatherproof, 4-1/2" x 2-5/8" Box, Concealed With Cover, 3/4" Knock Out, Solid Outlet Box	\$239.36
			Installation	Quantity Unit Price Factor = Total	
				8.00 x 32.70 x 1.2200 = 239.36	
28	26 09 23 00 0362		EA	Low Voltage, Fixture (Box) Mount, Combination On/Off And Dimming Control Photocell (Sensor Switch CMB PC ADC)	\$152.51
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 125.01 x 1.2200 = 152.51	
29	26 24 16 00 0414		EA	1 Pole, 120/240 Volt, 15-30 A, Branch Circuit Breaker, 22,000 Amp Interrupting Capacity	\$69.70
			Installation	Quantity Unit Price Factor = Total	
				1.00 x 57.13 x 1.2200 = 69.70	
30	26 27 26 00 0134		EA	20 A, 120/277 V SPST Switch	\$27.52
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 11.28 x 1.2200 = 27.52	
31	26 29 13 00 0293		EA	Pilot Light Kit	\$645.43
			Installation	Quantity Unit Price Factor = Total	
				2.00 x 264.52 x 1.2200 = 645.43	
32	26 56 23 00 0010		EA	250 Watt Metal Halide, Surface Mounted, Enclosed And Gasketed, Rectangular Exterior Area Fixture	\$2,222.99
			Installation	Quantity Unit Price Factor = Total	
				4.00 x 455.53 x 1.2200 = 2,222.99	
Subtotal for 26 - Electrical					\$4,620.91
31 - Earthwork					
33	31 05 13 00 0004		CY	Native Soil/Dirt - Common	\$5,521.96
			Installation	Quantity Unit Price Factor = Total	
				265.00 x 17.08 x 1.2200 = 5,521.96	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013264.00

Work Order Title: City of Lubbock - New Parking Lot next to Police Station

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material ^{1/2}	(Excluded if marked with an X)		
31 - Earthwork					
34	31 23 16 13 0002		CY	12" Wide or Less, Excavation for Trenching by Machine in Soil	\$99.70
				Installation	
				Quantity	Unit Price
				18.00 x	4.54 x
					Factor =
					Total
					99.70
35	31 23 16 13 0002 0101			For Up To 20, Add	\$79.71
				Installation	
				Quantity	Unit Price
				18.00 x	3.63 x
					Factor =
					Total
					79.71
36	31 23 16 13 0011		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand	\$199.18
				Installation	
				Quantity	Unit Price
				18.00 x	9.07 x
					Factor =
					Total
					199.18
37	31 23 16 13 0013		CY	Compaction of Fill or Subbase for Trenches by Vibratory Plate, Air Tamper, Etcetera	\$43.26
				Installation	
				Quantity	Unit Price
				18.00 x	1.97 x
					Factor =
					Total
					43.26
38	31 23 16 13 0013 0111			For Up To 20, Add	\$34.70
				Installation	
				Quantity	Unit Price
				18.00 x	1.58 x
					Factor =
					Total
					34.70
39	31 23 16 36 0006		CY	Excavation For Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader in Soil	\$1,076.59
				Installation	
				Quantity	Unit Price
				265.00 x	3.33 x
					Factor =
					Total
					1,076.59
40	31 23 16 36 0006 0014			For > 250 To 500, Add	\$161.65
				Installation	
				Quantity	Unit Price
				265.00 x	0.50 x
					Factor =
					Total
					161.65
41	31 23 16 36 0018		CY	Backfilling Around Building Foundations And Other Structures By Hydraulic Excavator, Backhoe, Loader	\$834.11
				Installation	
				Quantity	Unit Price
				265.00 x	2.58 x
					Factor =
					Total
					834.11
42	31 23 16 36 0018 0018			For > 250 To 500, Add	\$126.09
				Installation	
				Quantity	Unit Price
				265.00 x	0.39 x
					Factor =
					Total
					126.09
43	31 23 16 36 0021		CY	Compaction Of Fill Or Subbase For Building Foundations and Other Structures by Vibratory Plate, Air Tamper, Etcetera	\$1,005.46
				Installation	
				Quantity	Unit Price
				265.00 x	3.11 x
					Factor =
					Total
					1,005.46
44	31 23 16 36 0021 0022			For > 250 To 500, Add	\$151.95
				Installation	
				Quantity	Unit Price
				265.00 x	0.47 x
					Factor =
					Total
					151.95
45	31 23 16 36 0024		SY	Rough Grading For Building Foundations And Other Structures by Machine	\$448.35
				Installation	
				Quantity	Unit Price
				750.00 x	0.49 x
					Factor =
					Total
					448.35
46	31 23 16 36 0025		SY	Finish Grading For Building Foundations And Other Structures by Machine	\$722.85
				Installation	
				Quantity	Unit Price
				750.00 x	0.79 x
					Factor =
					Total
					722.85

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013264.00
 Work Order Title: City of Lubbock - New Parking Lot next to Police Station

Sect.	Item	Modifer	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
31 - Earthwork					
47	31 23 16 36 0031		CY	Spread Excess Or Imported Material On Site By Machine	\$426.76
			Installation	Quantity 265.00 x Unit Price 1.32 x Factor 1.2200 = Total 426.76	
48	31 23 16 36 0031 0030			For > 250 To 500, Add	\$64.66
			Installation	Quantity 265.00 x Unit Price 0.20 x Factor 1.2200 = Total 64.66	
49	31 23 23 23 0002		MGL	Compaction Water, Water Truck And OperatorUse this task in situations where fill, base material, etc. requires additional moisture to comply with the compaction specification. Includes delivery up to 15 miles. (Per 1000 Gallons) See CSI section 01 22 23 00-1181 for water truck when water is available on site.	\$404.06
			Installation	Quantity 4.00 x Unit Price 82.80 x Factor 1.2200 = Total 404.06	
Subtotal for 31 - Earthwork					\$11,401.04
32 - Exterior Improvements					
50	32 11 16 00 0011		SY	12" Crushed Aggregate Base Course	\$11,968.20
			Installation	Quantity 750.00 x Unit Price 13.08 x Factor 1.2200 = Total 11,968.20	
51	32 11 16 00 0011 0009			For > 500 To 1000, Add	\$1,198.65
			Installation	Quantity 750.00 x Unit Price 1.31 x Factor 1.2200 = Total 1,198.65	
52	32 12 13 13 0001		SY	Tack Coat, 0.1 Gallon/SY	\$439.20
			Installation	Quantity 750.00 x Unit Price 0.48 x Factor 1.2200 = Total 439.20	
53	32 12 13 19 0001		SY	Surface Prime Coat, 0.28 Gallon/SY	\$841.80
			Installation	Quantity 750.00 x Unit Price 0.92 x Factor 1.2200 = Total 841.80	
54	32 12 16 13 0016		SY	2" Thick Surface CourseIncludes placement, rolling, finishing and sweeping.	\$9,589.20
			Installation	Quantity 750.00 x Unit Price 10.48 x Factor 1.2200 = Total 9,589.20	
55	32 16 13 13 0019		LF	6" x 24" Concrete Gutter With 6" Curb And Face - Radius	\$1,785.35
			Installation	Quantity 90.00 x Unit Price 16.28 x Factor 1.2200 = Total 1,785.35	
56	32 16 13 13 0019 0092			For > 50 To 100, Add	\$267.91
			Installation	Quantity 90.00 x Unit Price 2.44 x Factor 1.2200 = Total 267.91	
57	32 16 23 00 0004		SF	6" Cast In Place Concrete Sidewalk With Wire Mesh	\$7,359.04
			Installation	Quantity 1,300.00 x Unit Price 4.64 x Factor 1.2200 = Total 7,359.04	
58	32 16 23 00 0004 0110			For > 1000 To 5000, Deduct	-\$380.64
			Installation	Quantity 1,300.00 x Unit Price -0.24 x Factor 1.2200 = Total -380.64	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 013264.00
 Work Order Title: City of Lubbock - New Parking Lot next to Police Station

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
32 - Exterior Improvements					
59	32 16 23 00 0004	0112	SF	For Sidewalk Without Wire Mesh, Deduct	-539.24
			Installation	Quantity 1,300.00 x Unit Price -0.34 x Factor 1.2200 = Total -539.24	
60	32 17 13 19 0001		LF	12" x 6" Precast Concrete Barrier With Dowels	\$9,246.38
			Installation	Quantity 110.00 x Unit Price 68.90 x Factor 1.2200 = Total 9,246.38	
61	32 17 23 11 0002		EA	Mobilize Pavement Marking Crew And Equipment At New Location	\$244.63
			Installation	Quantity 1.00 x Unit Price 200.52 x Factor 1.2200 = Total 244.63	
62	32 17 23 13 0067		LF	Single 6" Wide Solid Line, Painted Pavement Striping for Parking Areas	\$312.93
			Installation	Quantity 450.00 x Unit Price 0.57 x Factor 1.2200 = Total 312.93	
63	32 31 13 00 0006		VLF	4" Diameter Hole, Auger By Machine Fence Post Hole In Soil	\$521.18
			Installation	Quantity 80.00 x Unit Price 5.34 x Factor 1.2200 = Total 521.18	
64	32 31 13 00 0147		LF	6' Galvanized Chain Link Fence, 9 Gauge Coiled Spring Mesh, Top And Bottom Rails, 2-1/2" Line Post At 10' O.C., 3" Corner Post	\$4,575.00
			Installation	Quantity 200.00 x Unit Price 18.75 x Factor 1.2200 = Total 4,575.00	
65	32 31 13 00 0147	0179		For Installation In Concrete (Excludes Drilling), Add	\$141.52
			Installation	Quantity 200.00 x Unit Price 0.58 x Factor 1.2200 = Total 141.52	
66	32 31 13 00 0147	0190		For > 100 To 250, Add	\$300.12
			Installation	Quantity 200.00 x Unit Price 1.23 x Factor 1.2200 = Total 300.12	
67	32 31 13 00 0275		EA	4' Wide x 6' High Single Gate Galvanized Steel Without Barbed Wire	\$221.78
			Installation	Quantity 1.00 x Unit Price 181.79 x Factor 1.2200 = Total 221.78	
68	32 31 13 00 0646		EA	Barbed Wire Extension Arms 3 Strands (Single Arm)	\$187.76
			Installation	Quantity 30.00 x Unit Price 5.13 x Factor 1.2200 = Total 187.76	
69	32 31 29 00 0013		LF	Board Fence, 3 - 2" x 4" Rails, 6' High 1" x 4" #2 Grade Western Cedar	\$53.68
			Installation	Quantity 0.00 x Unit Price 9.94 x Factor 1.2200 = Total 0.00	
			Demolition	Quantity 50.00 x Unit Price 0.88 x Factor 1.2200 = Total 53.68	

Subtotal for 32 - Exterior Improvements

\$48,334.45

Proposal Total

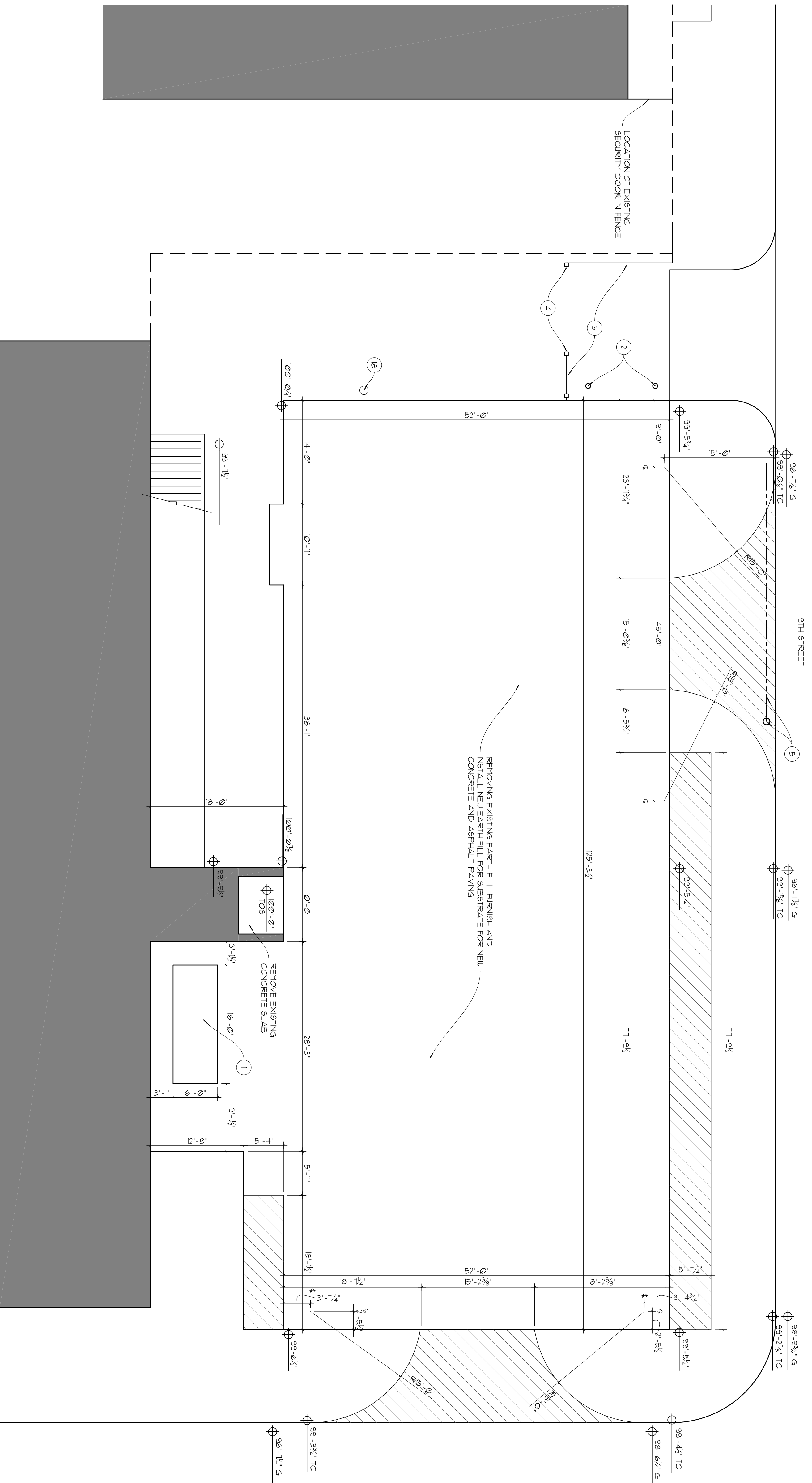
\$89,839.77

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 8, 2012**

Capital Project Number: 91160
 Capital Project Name: Police Department and Municipal Court Renovation

		<u>Budget</u>
<i>Encumbered/Expended</i>		
Cox/Dirks Architecture and Engineering Contract	\$	24,800
Agnew Architecture and Engineering Contract		21,600
Beldon Roofing - Roof Replacement		317,825
Bruce Thornton Air Conditioning, Inc. Contract		385,395
King Architecture and Engineering Contract		10,438
Minnix Abatement Contract		23,546
Adling Associates Architects		12,000
Minnix Door Installation		14,141
City of Lubbock Charges		849
Bid Cost		237
 <i>Agenda Item November 8, 2012</i>		
Minnix Commercial Partners - Parking Lot		89,840
<i>Encumbered/Expended To Date</i>		<u>900,671</u>
 <i>Estimated Costs for Remaining Appropriation</i>		
Renovations		44,329
<i>Remaining Appropriation</i>		<u>44,329</u>
 Total Appropriation	 \$	 <u><u>945,000</u></u>



LA10 DEMO SITE PLAN

SPECIFICATIONS FOR CONSTRUCTION

GENERAL:

ALL WORK SHALL BE COMPLETED IN COMPLIANCE WITH APPLICABLE CITY OF LUBBOCK CODES ORDINANCES AND REGULATIONS FOR CONSTRUCTION.
 ALL WORK SHALL BE COMPLETED WITHOUT INTERFERING WITH THE OWNER'S OPERATION OF THE BUILDING. ANY WORK THAT MAY INTERFERE OPERATIONS NEEDS TO BE COMMUNICATED WITH THE OWNER BEFORE HAND AND INCLUDE THE DATES AND TIMES THAT SUCH WORK WILL TAKE PLACE.

CONCRETE:

REFER TO CITY OF LUBBOCK PUBLIC WORKS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS SECTION 8: STANDARD SPECIFICATIONS FOR STREETS AND DRAINAGE CONSTRUCTION.

ASPHALT PAVING:

REFER TO CITY OF LUBBOCK PUBLIC WORKS ENGINEERING DESIGN STANDARDS AND SPECIFICATIONS SECTION 8: STANDARD SPECIFICATIONS FOR STREETS AND DRAINAGE CONSTRUCTION.

CONCRETE WHEEL STOPS:

WHEEL STOPS SHALL BE EQUIVALENT TO THOSE MANUFACTURED BY SOUTHWEST PRESTRESSED CONCRETE COMPANY. CONCRETE TO BE HARDENED OF 5000 PSI MINIMUM COMPRESSIVE STRENGTH. WHEEL SHALL BE 6 FEET LONG, COMPLETE WITH 100 # BARS PER 8' X 8' LONG STEEL WHEELS FOR EACH WHEEL STOP.

CONCRETE SEALER:

THE WORK OF THIS SECTION INCLUDES THE PREPARATION WORK AND THE FINISHING AND APPLICATION OF CONCRETE SEALER OVER ALL SURFACES OF EXTERIOR CONCRETE PAVING, WALKS, DOORS, STOPS, WALLS AND FENCES.
 CONCRETE SEALER SHALL BE EQUIVALENT TO THOROGAL SPECIAL AS MANUFACTURED BY HARRIS SPECIALTY CHEMICAL, INC. JACKSONVILLE, FLORIDA. 1-800-321-7829.

CHAIN LINK FENCE:

SHALL BE NOMINAL 6 FEET HIGH GALVANIZED METAL POSTS AND RAIL, WITH PROVISIONS TO ADD ARMS WITH BARBED WIRE ON TOP IN FUTURE.
 FENCE POSTS SHALL BE SET IN CONCRETE IN ACCORDANCE WITH MANUFACTURERS' INSTRUCTIONS.

FURNISH ALL POST CAPS, WALL BRACKETS AND OTHER MISCELLANEOUS HARDWARE AS REQUIRED FOR A COMPLETE AND SATISFACTORY INSTALLATION.
 CHAIN LINK GALVANIZED WITHOUT SHARP EDGES.
 DOOR THROUGH FENCE SHALL BE OF HOLLOW METAL TO MATCH SIMILAR CARDED DOOR NEARBY. PAINT FINISH.

HOLLOW METAL FRAMES AND DOORS:

METAL: A571 A366 A50 GALVANIZED
 FABRICATE FRAMES WITH 1/4 GA. STEEL
 FRAMES SHALL BE STRONG, RIGID, NEAT AND FREE FROM DEFECTS, TRUE AND FULLY WELDED UNIT THROUGHOUT THE CONSTRUCTION AT JOINTS.
 PROVIDE 1/8 GA GALVANIZED COVER BOXES IN BACK OF ALL HARDWARE CUTOUTS.

THE FOLLOWING ARE ACCEPTED MANUFACTURERS FOR HOLLOW METAL CEILING DOOR PRODUCTS:
 1. OCEAN INDUSTRIES
 2. OREY MANUFACTURING COMPANY
 3. REPAIRAL STEEL CORPORATION
 4. STEELCRAFT
 5. SUPERIOR DOOR & SASH COMPANY

1. WELLSBORO STEEL PRODUCTS COMPANY
 2. ALL INSTALLATION SHALL BE REFERRED TO SHOP DRAWINGS AND THE HOLLOW METAL MANUFACTURERS SPECIFICATIONS AND RECOMMENDATIONS.

DOOR HARDWARE:

5/8\"/>

HARDWARE TO MATCH EXISTING
 LOCKS SHALL WORK WITH OWNER'S EXISTING CARD SECURITY LOCK SYSTEM.

CALLING AND SEALANTS:

SEALANT MATERIAL MANUFACTURED BY ANY OF THE FOLLOWING MANUFACTURERS IS ACCEPTABLE:
 1. CHEMEX, INC.

2. DOW CORNING CORPORATION
 3. GENERAL ELECTRIC COMPANY
 4. GEBRO/HORVATH COMPANY
 5. W. R. GELCO AND COMPANY
 6. HAREO INTERNATIONAL, INC.
 7. HERRINGTON PRODUCTS
 8. PRODUCTS RESEARCH AND CHEMICAL CORPORATION
 9. SKI CORPORATION
 10. SONNEBORN BUILDING PRODUCTS, INC.
 11. TENCOC
 12. US4

GENERAL PURPOSE SEALANT SHALL BE EQUIVALENT DOW CORNING 793 SILICONE BUILDING SEALANT.

JOINT STOPS:

A. THE WIDTH OF A SEALANT JOINT SHALL NOT BE LESS THAN 1/8\"/>

APPLICATION SHALL BE IN ACCORDANCE TO THE MANUFACTURERS' RECOMMENDATIONS INCLUDING ALL ENVIRONMENTAL CONDITIONS, SUCH AS TEMPERATURE AND HUMIDITY CONDITIONS.

ELECTRICAL:

ALL WORK UNDER ELECTRICAL SHALL BE IN ACCORDANCE TO ALL CODES THAT GOVERN THE WORK DESCRIBED IN THIS PROJECT.

INSTALL REQUIRED ELECTRICAL AND CONDUITS FOR THE KEY CARD SYSTEM AT THE NEW DOOR THROUGH FENCE. KEY CARD HARDWARE SHALL BE INSTALLED BY OWNER'S IT SERVICE PROVIDER ONLY. ELECTRICAL FOR POWER TO THE SYSTEM AND THE CONDUIT FOR OTHER CONNECTIONS TO THE SYSTEM.

FINISH AND INSTALL NEW FLOOD LIGHTS ON EXTERIOR OF BUILDING AS INDICATED ON THE DRAWINGS FACING THE PARKING LOT. INCLUDE A LIGHT SENSOR CALIBRATED TO TURN LIGHTS ON 30 MINUTES BEFORE DARK AND 30 MINUTES AFTER SUN RISE OR AS SPECIFIED BY OWNER.

FINISH AND INSTALL CONDUIT FOR DATA CONNECTIONS AS INDICATED ON DRAWINGS. LOCATIONS OF ABOVE GROUND AND BURIED CONDUIT SHALL BE DESCRIBED BY OWNER'S IT SERVICE TO ALLOW FOR CONNECTION TO OWNER'S EXISTING SYSTEM. CAP ALL EXPOSED OPENING IN THE CONDUIT.

PAINTING:

INTERIOR METAL:
 FIRST COAT: SHERWIN WILLIAMS' DTM ACRYLIC PRIMER/FINISH BE&EUL
 SECOND AND THIRD COATS: SHERWIN WILLIAMS' PROCLASSIC WATERBOARNE INTERIOR ACRYLIC PAINT.

EXTERIOR EXPOSED FERROUS METAL:

PRIMER: FAST CURING, VOC COMPLIANT ZINC-RICH PRIMER
 INTERMEDIATE COAT: HIGH SOLIDS POLYAMIDE EPOXY
 FINISH COAT: HIGH SOLIDS HIGH PERFORMANCE FAST DRYING ALIPHATIC ACRYLIC POLYURETHANE COATING

PARKING STRIPES:

PAINT SHALL BE A CALORVATED RUBBER BASE TRAFFIC PAINT FACTORY MIXED QUICK DRYING WITH 1/8\"/>

KEY NOTES:

- 1 EXISTING CHILLER PAD SHOWN
- 2 EXISTING EQUIPMENT ROOM
- 3 EXISTING UTILITY GATE TO REMAIN
- 4 EXISTING SECURITY GATE TO REMAIN
- 5 EXISTING UTILITY POLE AND GUY WIRE
- 6 EXISTING BUILDING OVERLAP
- 7 NEW ASPHALT PARKING SURFACE OVER COMPACTED FILL
- 8 NEW CHAIN LINK FENCE
- 9 NEW ASPHALT PARKING SURFACE OVER COMPACTED FILL
- 10 NEW CHAIN LINK FENCE
- 11 4\"/>

NORTH PARKING LOT PROJECT
LUBBOCK MUNICIPAL SQUARE
 915 AVENUE J
 LUBBOCK, TEXAS, 79401

Adling Associates, PLLC
 Architecture • Interior Design
 10770 West Loop South, Suite 1000
 Dallas, Texas 75241
 Telephone: (972) 742-0861 Fax: (972) 742-0114
 Website: www.adling.com Email: adling@adling.com

AGNEW ASSOCIATES, INC.
 MECHANICAL & ELECTRICAL CONSULTING ENGINEERS
 10770 West Loop South, Suite 1000
 Dallas, Texas 75241
 Telephone: (972) 742-0861 Fax: (972) 742-0114
 Website: www.agnew.com Email: agnew@agnew.com

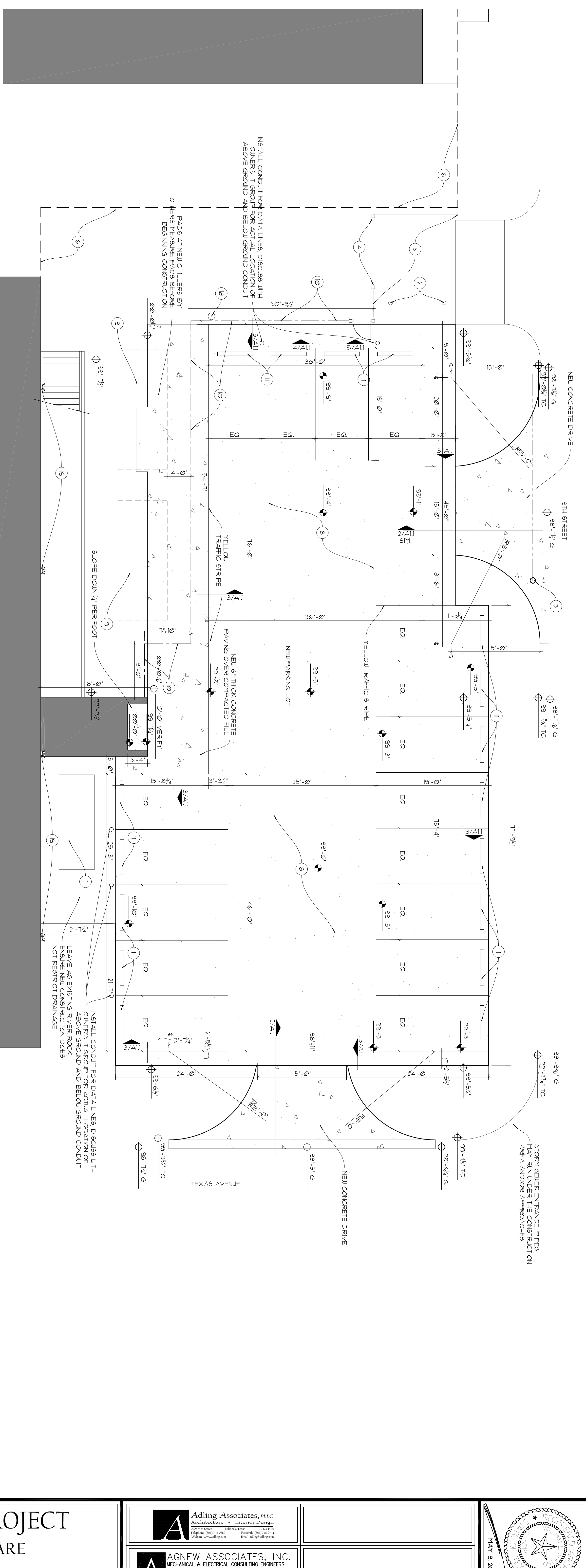
PROJECT NUMBER: AA 846A

DATE: MAY 9, 2012

SHEET: A1.0

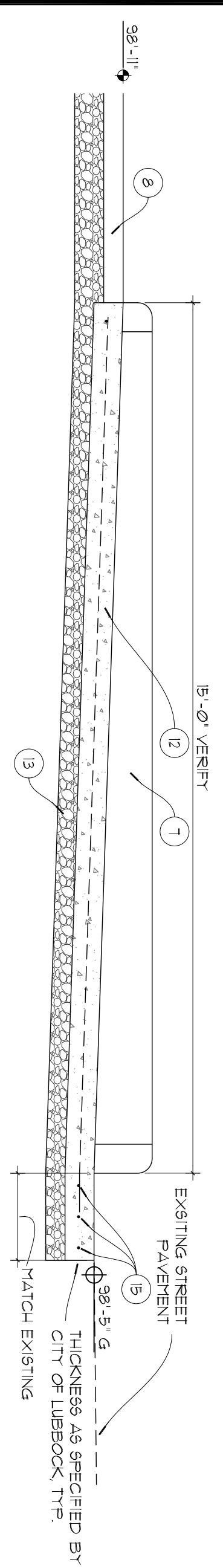
SITE DEMOLITION PLAN

REC'D
 MAY 9, 2012

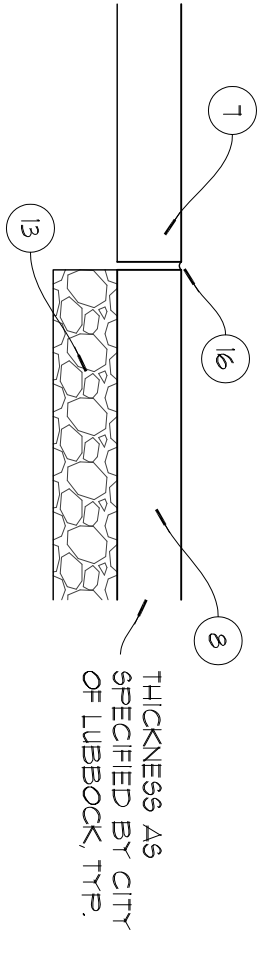


1/4"=1'-0" NEW SITE PLAN

1/2"=1'-0" 2/4" APPROACH DETAIL



1/2"=1'-0" 3/4" CURB DETAIL

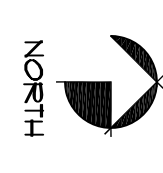
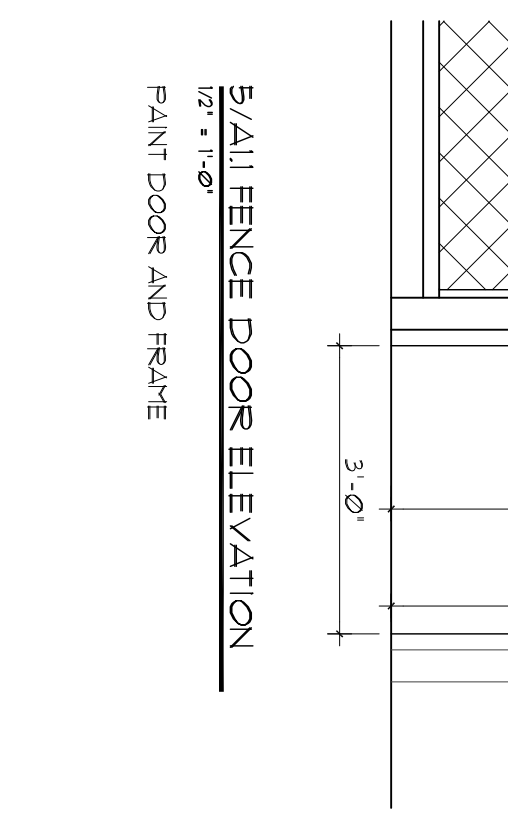
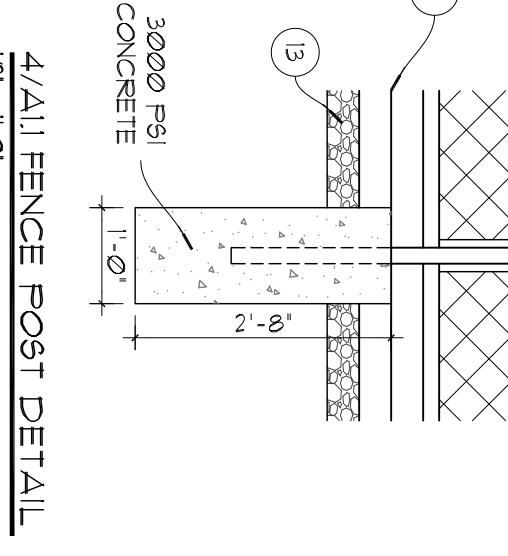


- NOTES
1. JOC SHALL VERIFY ALL EXISTING CONDITIONS AND DIMENSIONS PRIOR TO SUBMITTING PROPOSAL.
 2. JOC SHALL INCLUDE ALL MATERIALS, LABOR AND SERVICES TO FURNISH A COMPLETE AND SATISFACTORY FINISHED CONSTRUCTION.

- KEY NOTES
1. EXISTING CHILLER PAD SHOWN
 2. EXISTING EQLLERS TO REMAIN
 3. EXISTING SECURITY GATE TO REMAIN
 4. EXISTING UTILITY POLE AND GUY WIRE
 5. EXISTING BUILDING OVERHANG
 6. NEW ASPHALT PARKING SURFACE OVERS COMPACTED FILL
 7. NEW CHAIN LINK FENCE
 8. NEW CHILLER UNIT AND PAD BY OTHERS
 9. 4000PSI CONCRETE REINFORCED WITH # AT 18" O.C
 10. 5% COMPACTED SOIL
 11. 6"x6" JOU WUP OR FIBERESH AT CONCRETE WALK
 12. EXPANSION JOINT
 13. TOOL ED EDGE

18. EXISTING WATER METER TO REMAIN DO NOT COVER SURVEY
19. LOCATIONS OF EXISTING WATER LINES BEFORE BEGINNING WORK
20. 1/2" WIRE GLASS

- LEGEND OF SYMBOLS
- EXISTING ELEVATION
 - NEW ELEVATION
 - GUTTER FLOW LINE
 - TOP OF CURB



NORTH PARKING LOT PROJECT
LUBBOCK MUNICIPAL SQUARE
915 AVENUE J
LUBBOCK, TEXAS, 79401

PROJECT NUMBER:
AA 846A

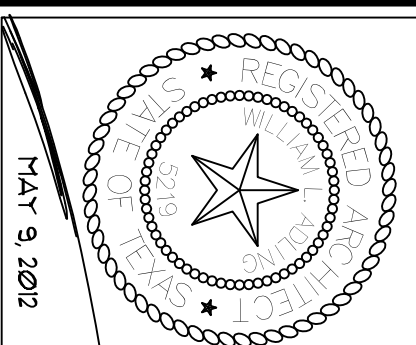
DATE:
MAY 9, 2012

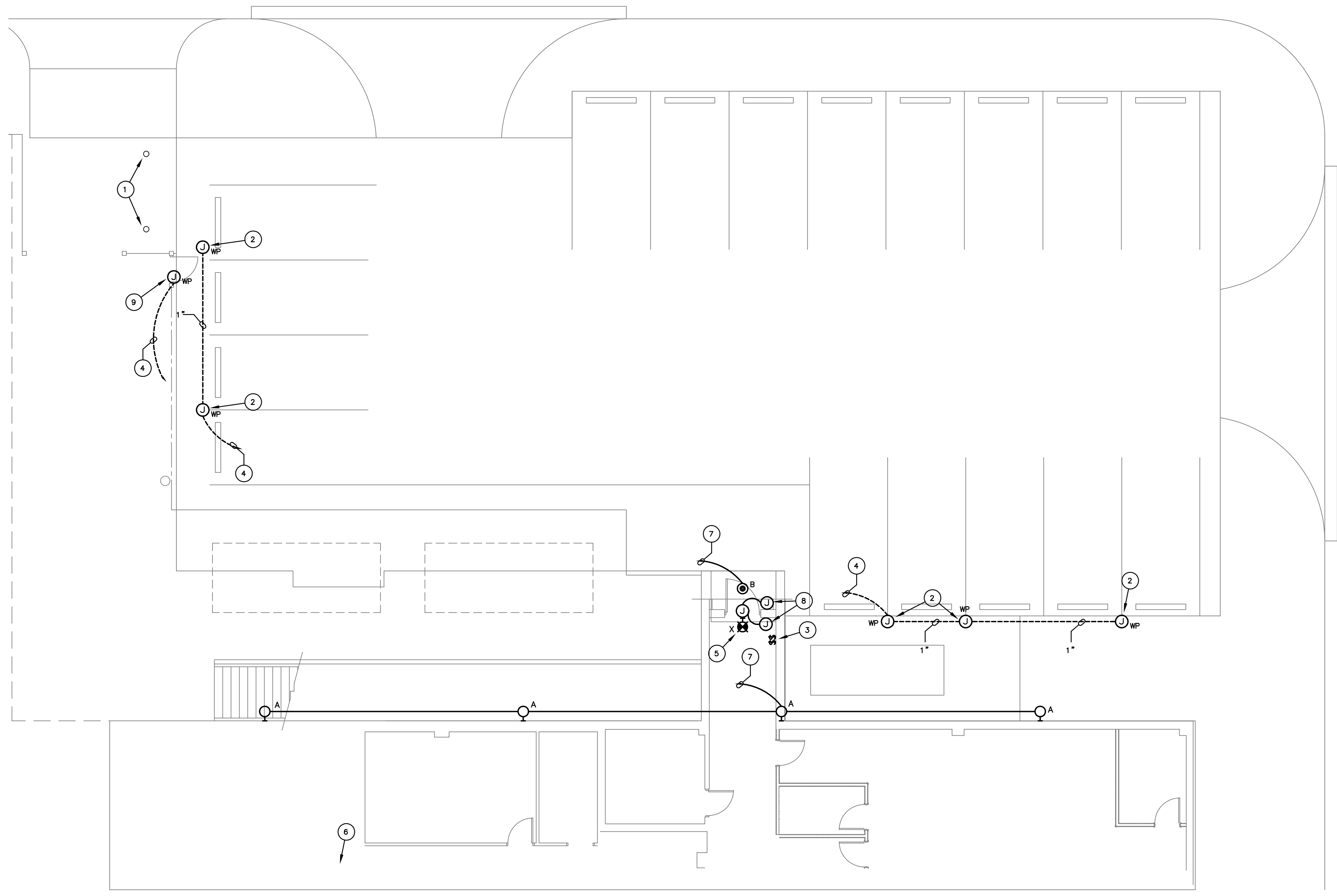
SHEET
A1.1

SITE AND
DETAILS

Adling Associates, PLLC
Architecture • Interior Design
1227 West Loop West, Suite 200
Dallas, Texas 75243
Tel: (214) 742-1881 Fax: (214) 742-0114
Website: www.adling.com Email: adling@adling.com

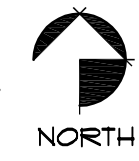
AGNEW ASSOCIATES, INC.
MECHANICAL & ELECTRICAL CONSULTING ENGINEERS
LUBBOCK, TEXAS TEXAS REGISTRATION NO. 6488 - 6535N, TEXAS
8001 10th Street, Suite 100 Lubbock, TX 79401 Phone: (806) 794-8833
FAX: (806) 796-2614 WWW.AGNEWASSOCIATES.COM FAX: (817) 318-0750





SITE PLAN - ELECTRICAL

SCALE: 1/8" = 1'-0"



GENERAL NOTES:

- A. VERIFY ALL EXISTING SITE CONDITIONS AT THE JOBSITE PRIOR TO BIDDING.
- B. VERIFY ALL CONDUIT AND BOX ROUGH-IN LOCATIONS AND REQUIREMENTS WITH THE OWNER PRIOR TO INSTALLATION.

NOTES INDICATED BY "O":

1. EXISTING BOLLARDS TO REMAIN.
2. J-BOX TO SERVE DATA OUTLET. MOUNT J-BOX TO PEDESTAL AS DIRECTED BY THE ARCHITECT. PROVIDE WITH WEATHER PROOF COVER. DATA OUTLET AND WIRING TO BE PROVIDED BY THE OWNER.
3. LOCATION OF TWO SPST WALL SWITCHES WITH PILOT LIGHTS TO CONTROL NEW WALL MOUNTED TYPE "A" FIXTURES AND NEW CANOPY FIXTURE TYPE "B". CONNECT SWITCH IN PARALLEL WITH PHOTOCELL SWITCHES TO ALLOW THE SWITCH TO SERVE AS AN OVERRIDE "ON" FUNCTION. PROVIDE PERMANENT LABEL OVER SWITCH INDICATING "WALL AND CANOPY LIGHTING OVERRIDE".
4. 1" CONDUIT TO ABOVE THE CEILING OF THE EXISTING CORRIDOR. VERIFY THE EXACT LOCATION WITH THE OWNER.
5. CONNECT THE NEW EXIT SIGN TO THE EXISTING CORRIDOR UN-SWITCHED HOT CIRCUIT.
6. APPROXIMATE LOAD CENTER IN THE EXISTING BASEMENT. INSTALL 1 - 20A-1P CIRCUIT BREAKER TO SERVE NEW LIGHTING CIRCUIT.
7. 2 #10 & #10 GR. IN 1/2" CONDUIT TO NEW 20A-1P CIRCUIT BREAKER IN EXISTING BASEMENT LOAD CENTER. ROUTE CIRCUIT THROUGH A PHOTOCELL MOUNTED ON THE EXISTING EXTERIOR FACE OF THE BUILDING. VERIFY EXACT PHOTOCELL PLACEMENT WITH THE OWNER.
8. JUNCTION BOXES TO SERVE FUTURE CARD READERS PROVIDED BY THE OWNER. PROVIDE WALL BOX ROUGH-IN FOR CARD READERS AND 1/2" CONDUIT ROUGH-IN INTO DOOR FRAME. VERIFY ALL ROUGH-IN REQUIREMENTS WITH THE OWNER AT THE JOBSITE.
9. JUNCTION BOX TO SERVE FUTURE CARD ACCESS FOR NEW GATE. INSTALL BOX AND CONDUIT AS DIRECTED BY THE OWNER.

ELECTRICAL SPECIFICATIONS

- 1.01 GENERAL:
All electrical installation shall be performed in accordance with the National Electrical Code and all local codes and ordinances.
- 1.02 CONDUITS:
A. All conduits used outdoors or in wet location shall be rigid steel conduit with factory made steel threaded couplings and bushings or Liquidtight Flexible Metal Conduit with factory made connectors. All liquidtight flexible metal conduit shall not exceed 4 feet in length.
B. All underground conduit shall be rigid steel or underground plastic Type 40 heavy wall high impact PVC conduit with fittings conforming to Nema Publications TC2 and TC3 and U.L. listed for direct burial.
C. All conduit in all other locations shall be electrical metallic conduit (EMT) with steel compression-type box connectors and couplings or flexible metal conduit with factory made connectors. All flexible metal conduit shall not exceed 4 feet in length.
- 1.03 ELECTRICAL BOXES:
A. All outlet boxes shall be galvanized sheet steel, or cast iron in wet locations and U.L. listed.
B. All pullboxes and junction boxes shall be sheet steel or cast iron in wet locations and U.L. listed.
C. Outlet boxes, pullboxes and junction boxes used outdoors or in wet locations shall be U.L. listed for wet locations and be provided with watertight seals and covers.
- 1.04 CONDUCTORS:
A. All wiring shall be copper type THWN stranded if larger than No. 10 and solid for No. 10 and smaller. Wire size should not be used smaller than No. 12 unless used for low voltage control wiring.
- 1.06 WIRING DEVICES:
A. All wiring devices shall be "specification grade" and shall be U.L. listed.
B. All devices shall give an Ivory finish where mounted in walls finished in light colors and a brown finish where mounted in walls finished in dark colors.
C. All wiring device coverplates shall be .040" stamped satin stainless steel.
D. All SPST wall switches shall be Hubbell No. HBL1221 or equivalent.
- 1.10 LIGHTING:
A. All lighting fixtures shall bear the label of Underwriter's Laboratories, Inc. Submit for review manufacturer's catalog data and drawings on all light fixtures with separate sheets for each proposed fixture clearly labeled.
B. Provide all labor, material, and equipment necessary for and incidental to the complete lighting system as shown on the drawings.

LIGHT FIXTURE SCHEDULE

TYPE	VOLTS	MOUNTING	MANUFACTURER	CATALOG NO.	LAMPS	NOTES
A	120	SURFACE	LUMARK	MPWP-GL-250-MT-BK	1-250W/MH	1
B	120	RECESSED	PORTFOLIO	CT242-E-EM-7381-LI-TG-WF	2-42W/TIT	
X	120	SURFACE	SURE LITES	CAX-7170-R	LED	

LIGHT FIXTURE SCHEDULE GENERAL NOTES:

- A. PROVIDE ALL EXIT SIGNS WITH NICKEL-CADMIUM EMERGENCY BATTERY AND DIRECTIONAL ARROWS AS INDICATED ON THE DRAWINGS.

NOTES

- 1. VERIFY MOUNTING HEIGHT WITH ARCHITECT AND/OR OWNER.



Adling Associates, PLLC
Architect - Interior Design
1000 W. 14th Street, Suite 1000
Lubbock, TX 79401
Phone: 806.742.1100
Fax: 806.742.1101
www.adlingassociates.com

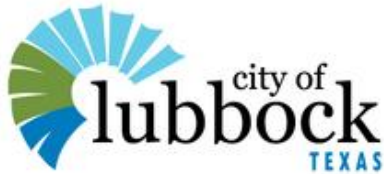
AGNEW ASSOCIATES, INC.
Electrical Engineering
1000 W. 14th Street, Suite 1000
Lubbock, TX 79401
Phone: 806.742.1100
Fax: 806.742.1101
www.agnewassociates.com

NORTH PARKING LOT PROJECT
LUBBOCK MUNICIPAL SQUARE
915 AVENUE J
LUBBOCK, TEXAS 79401

PROJECT NUMBER:
AA 846A

DATE:
MAY 9, 2012

SHEET
E1.0
ELECTRICAL
SITE



Regular City Council Meeting

5. 26.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Facilities: Consider a resolution authorizing the Mayor to execute Job Order Contract 13-10939-JOC with Minnix Commercial Partners, Ltd., of Lubbock, Texas, for the Police Department Sally Port Roll Up Door Replacement.

Item Summary

The existing Sally Port Roll Up doors at the police department have out lived their useful lives. These door are required to provide a secure facility for the police department located at the Municipal Square. This project will remove the existing three roll up doors and replace with two new 12'x12' and one new 10'x10' Cookson Cycle Master 524 high speed, 500,000 cycle coiling doors that open at 24" per second. Installation also includes 22 gauge cycle coating with wireless safety edge and safety beams.

The \$70,824.50 contract with Minnix Commercial Partners, Ltd., of Lubbock, Texas, is made through BuyBoard Contract No. 2012 Area J - 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 contracts are 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.

Time for completion is 90 consecutive calendar days with liquidated damages of \$100 per consecutive calendar day.

Fiscal Impact

\$500,000 is appropriated in Capital Improvement Project 92238, Facility Maintenance Fund, with \$70,824.50 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Minnix (2)

CIP Detail

Budget Detail - 92238

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. 10939 to replace three overhead doors at the Police Department, by and between the City of Lubbock and Minnix Commercial Partners, Ltd, 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 Attorney
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney


Work Order Signature Document

BUYBOARD EQIQC Contract No.: 2012 Area J - MCP	
<input type="checkbox"/> New Work Order	<input type="checkbox"/> Modify and Existing Work Order
Work Order Number: 013488.00	Work Order Date: 09/19/2012
Work Order Title: Replace Three Overhead Doors at Police Department	
Owner Name: <u>City of Lubbock</u>	Contractor Name: <u>Minnix Commercial Partners, Ltd.</u>
Contact: <u>Wesley Everett</u>	Contact: <u>Keenan Davis</u>
Phone: <u>(806) 775-2665</u>	Phone: <u>(806) 798-7335</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 BuyBoard EZIQC Contract No. 2012 Area J – MCP.	
<u>Brief Work Order Description:</u> Replace Three Overhead Doors at Police Department	
Time of Performance <i>90 Calendar Days. Liquidated Damages \$100 per working day.</i>	

<u>Work Order Number</u>	<u>Location</u>	<u>Amount of Contract</u>
013488.00	Police Station Complex located at 916 Texas Avenue.	\$70,824.50


CITY OF LUBBOCK

Glen C. Robertson, Mayor

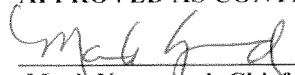


Keenan Davis, Project Manager
Minnix Commercial Partners, Ltd.


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



Detailed Scope of Work

To: Keenan Davis
Minnix Commercial Partners, LTD
PO Box 64895
Lubbock, TX 79464
(806) 798-7335

From: Sid Beach
City of Lubbock
1625 13th St
Lubbock, TX 79401
(806) 775-2276

Date Printed: October 25, 2012

Work Order Number: 013488.00

Work Order Title: City of Lubbock - OVH Doors Police Department in the sally-port

Brief Scope: Replace the three overhead doors at the Police Department in the sally-port.

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Minnix Commercial Partners Proposes the following work to be performed for the City of Lubbock Police Department:

Demo existing Sally Port Overhead Doors (3).

Provide (2) two new 12' X 12' and (1) one new 10' X 10' Cookson Cycle-Master 524 High Speed 500,000 Cycle Coiling Doors that opens at 24" per second. 22 Gauge Grey Cycle Coating with Wireless Safety Edge and Safety Beams.

Contractor's Price Proposal CSI - Summary

Date: September 19, 2012

Re: IQC Master Contract #: 2012 Area J - MCP
Work Order #: 013488.00
Owner PO #:
Title: City of Lubbock - OVH Doors Police Department in the sally-port
Contractor: Minnix Commercial Partners, LTD
Proposal Value: \$70,824.50

08 - Openings **\$70,824.50**

Proposal Total **\$70,824.50**

Contractor's Price Proposal CSI - Detail

Date: September 19, 2012

Re: IQC Master Contract #: 2012 Area J - MCP
 Work Order #: 013488.00
 Owner PO #:
 Title: City of Lubbock - OVH Doors Police Department in the sally-port
 Contractor: Minnix Commercial Partners, LTD
 Proposal Value: \$70,824.50

Sect.	Item	Modifier	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
08 - Openings					
1	08000	0022	EA	12' X 12' Cookson High Speed 500,000 Cycle Coiling Door (24" per second) 22 gauge Grey Cycle Coat with Wireless Safety Edge and Safety Beams	\$48,540.00
		NPP	Installation	Quantity: 2.00 X, Unit Price: 24,270.00 X, Factor: 1.0000 =	Total: 48,540.00
2	08000	0023	EA	10' X 10' Cookson High Speed 500,000 Cycle Coiling Door (24" per second) 22 gauge Grey Cycle Coat with Wireless Safety Edge and Safety Beams	\$22,284.50
		NPP	Installation	Quantity: 1.00 X, Unit Price: 22,284.50 X, Factor: 1.0000 =	Total: 22,284.50
Subtotal for 08 - Openings					\$70,824.50

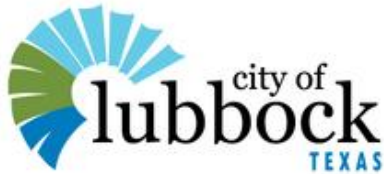
Proposal Total **\$70,824.50**

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

**City of Lubbock, TX
Capital Project
Project Cost Detail
November 8, 2012**

Capital Project Number: 92238
Capital Project Name: Facility Maintenance Fund

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Agnew Architecture and Engineering Contract	\$ 4,536
Armko Industries, Inc.	18,097
Minnix Commercial Partners	206,608
 <i>Agenda Item November 8, 2012</i>	
Minnix Commercial Partners	70,825
<i>Encumbered/Expended To Date</i>	<u>300,066</u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Facility Maintenance	199,934
<i>Remaining Appropriation</i>	<u>199,934</u>
 Total Appropriation	<u><u>\$ 500,000</u></u>



Regular City Council Meeting

5.27.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Radio Shop: Consider a resolution authorizing the Mayor to execute Contract 11014 with Dailey Wells Communications, Inc. for annual pricing of radio parts, equipment, and programming licenses.

Item Summary

The City operates two sites and approximately 3,500 radios for the City and outside agencies. The contract will be used on an as-needed-basis to purchase radios, parts, and maintenance on the radio system.

Dailey Wells Communications, Inc. is the only authorized Harris Corporation Network Solutions provider to provide system sales, service and repairs to include mobiles, portables, control stations, and other EDACS/P25 equipment for agencies operating on this communications system. Consequently, this is a sole source procurement exempt from competitive bidding pursuant to Texas Local Government Code Chapter 252.022 (a)(7)(A).

The term of the contract shall be for two years with an option to extend annually up to three additional one-year terms.

Fiscal Impact

The City spends approximately \$250,000 per year for radio equipment which is appropriated in FY 2012-13 operating budget.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Dailey Wells

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. 11014 for radio shop parts and equipment, by and between the City of Lubbock and Dailey Wells Communications, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.


Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager
Chief Information Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

STATE OF TEXAS

COUNTY OF LUBBOCK

RADIO SHOP PARTS AND EQUIPMENT CONTRACT

This contract for radio shop parts and equipment, effective as of November 8, 2012, is by and between the City of Lubbock, (City), a municipal corporation, and Dailey and Wells Communications, Inc. (Contractor).

WITNESSETH

WHEREAS, the City requires Contractor to provide radio shop parts and equipment for the City of Lubbock on an “as needed” basis; and

WHEREAS, the Contractor is an authorized Harris dealer; and

WHEREAS, the City desires to contract with Contractor to provide to radio shop parts and equipment; and

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

**ARTICLE I
TERM**

The contract shall be for a term of two (2) years for firm pricing discounts, said date of term beginning upon City Council date of formal approval. Upon mutual agreement between the City and the Contractor, the Contract may be extended annually for up to three (3) additional one (1) year terms under the same terms and conditions otherwise herein stated.

**ARTICLE II
COMPENSATION**

Contractor shall be paid in accordance with Exhibit A, attached hereto.

**ARTICLE III
TERMINATION**

A. General. City may terminate this contract, for any reason, upon Thirty (30) days notice to Contractor in accordance with Article XI of this Contract.

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

ARTICLE IV REPRESENTATIONS AND WARRANTIES

- A. Existence. Contractor is a corporation duly organized, validly existing, and in good standing in the State of Texas.
- B. Corporate Power/Authorization. The Contractor represents that the corporate representative designated to execute this document on the Contractor's behalf has full and complete authority to bind the Contractor, and that he is vested through the corporate Bylaws to enter into this Agreement and to perform its duties under this Agreement. This Contract constitutes legal, valid, and binding obligations of the Contractor and is enforceable in accordance with the terms thereof.

ARTICLE V SCOPE OF WORK

- A. General. Contractor shall provide radio shop parts, equipment and services for the City of Lubbock on an "as needed basis".
- B. Equipment must work with the City's EDACS/P25 800 MHz Trunked Radio System.
- C. Except as provided herein, the Contractor agrees to assign to the CITY any warranty on equipment or software provided by the manufacturer or developer thereof.
- D. Contractor agrees to use their best effort to make available all parts and equipment required in maintaining operations of the system for the term set forth herein, unless discontinued by the manufacturer.

ARTICLE VI INDEMNITY

Contractor shall indemnify, defend, and hold harmless the City, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may arise or accrue against the City as a result of the award of this Contract, to the extent it is caused by the negligence or omission of the Contractor or its employees, or of the subcontractor or assignee or its employees. The Contractor shall, at his own expense, appear, defend and pay all costs incurred by the City associated with the Claim, and, if any judgment shall be rendered against the City in any such action, the Contractor shall, at its own expenses, satisfy discharge of the same. The Contractor will have no indemnity liability for the

negligence or fault of the City. Contractor expressly understands and agrees that any bond, if required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify and hold harmless the City as herein provided.

**ARTICLE VII
INDEPENDENT CONTRACTOR STATUS**

Contractor and City agree that Contractor shall perform the duties under this Contract as an independent contractor. The Contractor has the sole discretion to determine the manner in which the services are to be performed.

**ARTICLE VIII
EMPLOYMENT OF AGENTS**

Contractor may employ or retain agents, consultants, subcontractors, or third parties, to perform certain duties of Contractor under this Contract, provided that Contractor is in no way relieved of any obligation under this Contract.

**ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS**

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

**ARTICLE X
CONFIDENTIALITY**

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

**ARTICLE XI
NOTICE**

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

- B. Contractor's Address. Contractor's addresses and numbers for the purpose of placing an order:

Attn: Richard Kirian
Director, New Mexico and West Texas Region
Dailey-Wells Communication, Inc.
801 Piedra Vista NE
Albuquerque, New Mexico 86123
Telephone: (505) 453-2029
Facsimile: (505) 292-1943
Toll Free: (888) 311-9832
E-mail: rkirian@DWComm.com

or

Attn: Jim Sawyer
Director of Corporate Sales
Dailey-Wells Communication
3440 E. Houston St.
San Antonio, TX 78219
Telephone: (210) 893-6701
Facsimile: (210) 893-6702
E-mail: jsawyer@DWComm.com

All Purchase Orders Should be addressed to:

Order Department
Dailey-Wells Communications
3440 E. Houston St.
San Antonio, Texas 78219

All Receivables

Accounts Receivables
Dailey-Wells Communications
3440 E. Houston St.
San Antonio, Texas 78219

ARTICLE XII MISCELLANEOUS

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

- B. Audit. Contractor shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, Contractor's books and records with respect to this Contract between the Contractor and City.
- C. Records. Contractor shall maintain records that are necessary to substantiate services provided by the Contractor.
- D. Assignability. This Agreement may not be assigned by either party without the written consent of the other party.
- E. Successor and Assigns. This Contract binds and inures to the benefit of the City, Contractor, and their respective successors, legal representatives, and assigns.
- F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THE PARTIES HERETO IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.
- G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract and the application of such provision to persons and/or circumstances, other than those with respect to which it is held invalid or ineffective, shall not be effected thereby.
- H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification or alteration is in writing, dated subsequent to this Contract, and duly executed by the Contractor and City.
- I. Entire Agreement. This Contract, including Exhibit A hereto, contains the Entire Contract between the City and Contractor, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.
- J. 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.

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

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

CITY OF LUBBOCK

CONTRACTOR

Glen C. Robertson, Mayor

BY: _____

Authorized Representative

ATTEST:

Print Name: Jim SAWYER

Title: DIRECTOR OF SALES

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Mark Yearwood

Mark Yearwood, Assistant City Manager/Chief Information Officer

APPROVED AS TO FORM:

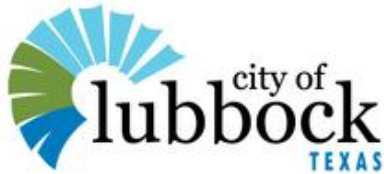
Chad Weaver

Chad Weaver, Assistant City Attorney

**EXHIBIT A
PRICING**

The City of Lubbock will receive the Manufacturer Standard Retail Price (MSRP) less a fixed discount for System/Network equipment, Repeater, Console Equipment and user/terminal equipment as outlined below. The discount is based on the Equipment Class Code listed below and can be found left of the part number listed in the Harris Catalog.

System/Network Equipment: Category includes VIDA, IMC, LTE, System Management, and Networking Systems.	
Equipment Class Code	Discount
C	25%
N	25%
P	25%
V	25%
Site Equipment, Repeaters & C3 IP Maestro Dispatch Console:	
Equipment Class Code	Discount
C	25%
N	25%
P	25%
V	25%
User/Terminal Equipment and Accessories:	
Equipment Class Code	Discount
C	25%
N	25%
P	25%
V	25%



Regular City Council Meeting

5. 28.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Benefits: Consider a resolution authorizing the City Manager to approve purchase to specific stop loss insurance coverage from HM Life Insurance Company for the City's health program.

Item Summary

Stop loss coverage is designed to reimburse the City for medical expense payments which exceed specific limits during a coverage period. To protect the City against large individual claims and unexpected high claim activity, individual specific and aggregate stop loss coverage is purchased. Stop loss insurance is currently provided by HM Insurance Group (HM). HM maintains an "A-" rating from A.M. Best (Exhibit "A"). An "A-" rating means that HM has an excellent ability to meet its obligations to policy holders.

The current specific deductible rates are \$7.52 per month for single members and \$21.14 per month for family members. The current specific deductible is \$350,000 per covered individual. Renewal rates are \$8.74 per month for single members and \$24.81 per month for family members at the same specific deductible of \$350,000 per covered individual (Exhibit "A"). The City also requested and received a composite rate quote of \$16.59 per member per month (Exhibit "A"). This rate was requested in order to compare rates with the only other competitive bid, which will save the City approximately \$46.08 annually. There are 2,757 members on the health plan. This number includes active employees, pre-65 retirees, and post-65 retirees.

A competitive bid was received from HCC Life Insurance Company with single, family and composite rates (Exhibit "B"). HCC proposal did not cover retirees and required more information regarding ongoing claimants, potential transplant, dialysis and cancer claimants. Our consultant/broker did not recommend HCC because their proposal had too many contingencies. There existed a possibility that certain claimants would require additional underwriting and higher than the \$350,000 specific deductible.

While both companies submitted quotes for individual specific deductibles of \$350,000, \$375,000 and \$400,000, the City's health actuary, Milliman, recommends remaining at the \$350,000 individual deductible based on the attached City of Lubbock Renewal Evaluation for the 2013 Plan Year (Exhibit "C").

The HM proposal is contingent upon the City maintaining human organ transplant benefits.

The City's consultant/broker, Travis Sartain with McQueary Henry Boles Troy, solicited proposals from 11 top rated stop-loss carriers. Only HCC Life Insurance Company provided a quote. AIG, Munich RE, Fairmont, Chartis, QBE, ING Employee Benefits, Humana (KMG), Symetra, Zurich North America, and Sun Life Assurance Company of Canada, declined to quote, because they were not able to compete with the current pricing HM offers to the City.

Fiscal Impact

The anticipated cost of stop loss coverage, using the composite rate, for calendar year 2013 is \$548,864. Recommendation of the composite rate is strictly for ease of billing/premium payments only. This would be an increase of \$37,239 over calendar year 2012 estimates. This amount is budgeted in the Health Benefits Fund.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution & HM Proposal - Benefits

RESOLUTION

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

THAT the City Manager of the City of Lubbock BE and is hereby authorized and directed to purchase for and on behalf of the City of Lubbock and its health benefits program, specific and aggregate stop loss insurance coverage, by and between the City of Lubbock and HM Life Insurance Company pursuant to the terms and conditions attached hereto as Exhibit "A"; offering the same benefits as set forth in Exhibit "A" hereto; for which the composite rate per member, per month shall not exceed \$16.59; and in a final form and substance acceptable to the City Manager and City Attorney, as well as execute any related documents required in connection therewith; and

THAT the City Manager or designee may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

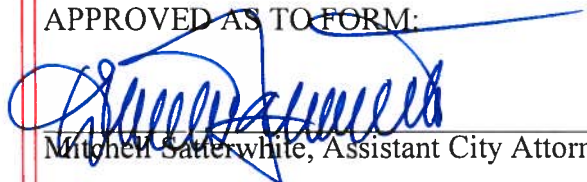
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney



**STOP LOSS PROPOSAL FOR
City of Lubbock**

Sales Representative: J. Albert Lucio
Broker: No Writing Agent
TPA: HCSC - BCBS of Texas (Austin)

Effective Date: 01/01/2013
Through Date: 12/31/2013

Provider Network(s): HCSC - BCBS of Texas (Austin)
Utilization Review Vendor(s): Blue Cross Blue Shield of Texas

Specific: (Check one)	Lives	Current	<input type="checkbox"/> Renewal	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2
Specific Deductible (per Covered Individual)		\$350,000	\$350,000	\$375,000	\$400,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Composite Rate	2,757	\$14.17	\$16.59	\$15.16	\$14.09
Total Lives	2,757				
Estimated Contract Specific Premium		\$468,800	\$548,864	\$501,553	\$466,154
Contract Basis		12/15	12/15	12/15	12/15
Commission		0.00%	0.00%	0.00%	0.00%

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:



PROPOSAL NOTES

- The rates in this proposal are firm. Please provide a signed proposal.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- The above specific stop loss rates include the HM Stop Loss Bridge Renewal Option.

PROPOSAL ACCEPTANCE

Please acknowledge acceptance of the terms in this proposal by signing and returning within 30 days (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen by checking the appropriate box on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review.

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

Stop Loss coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, under policy form HL 601 (905) or similar, in certain states the requested coverage may not be available. As included herein, "HMIG" refers to the Stop Loss carrier.

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- This proposal is subject to revision if there is a change in effective or renewal dates, or a change in the plan of benefits.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed on this proposal.
- This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a non-contributory plan.
- This proposal assumes the plan of benefits includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HMIG, employee and dependent census data, submission of any requested claim information, plus any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the specific and aggregate claims will be adjusted accordingly.
- The bad debt and charity surcharge portion of the New York Reform Act will be considered an eligible claim expense under the stop loss policy if services are rendered in New York State. Other surcharges, pool charges and/or covered lives assessments will not be covered under the stop loss.
- All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- Retirees are included in the stop loss coverage.
- This proposal will expire on the proposed effective date.
- Unless otherwise limited or excluded by the stop loss policy or under the Individual Special Requirements, eligible claim expenses under the stop loss policy will follow the covered underlying plan, up to the proposed Lifetime Maximum Specific Benefit.
- The Agent is properly licensed and appointed by HMIG.
- The initial rates are guaranteed for the proposed policy period unless otherwise noted.
- There are not more than 15% COBRA participants.

Qualifications

- The premium rates are subject to change should the number of employees change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Plan Document or other acceptable plan description is required within 30 days of the proposed effective date, and the premium rates may be subject to re-rating, retro-active to the effective date.
- Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following: eligibility, HIPAA, termination provisions, extension for leave of absence or disability, FMLA, subrogation, transplants, COB, exclusions for job related injuries, experimental and cosmetic treatment, usual and customary charges, war, not medically necessary, traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Plan Document is not available within 30 days from the proposed effective date, we reserve the right to issue the Policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health care operations". HMIG will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.
- The rates in this proposal are based on the disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's stop loss policy.



**STOP LOSS PROPOSAL FOR
City of Lubbock**

Sales Representative: J. Albert Lucio **Effective Date:** 01/01/2013
Broker: No Writing Agent **Through Date:** 12/31/2013
TPA: HCSC - BCBS of Texas (Austin)
Provider Network(s): HCSC - BCBS of Texas (Austin)
Utilization Review Vendor(s): Blue Cross Blue Shield of Texas

Specific: (Check one)	Lives	Current	<input type="checkbox"/> Renewal	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2
Specific Deductible (per Covered Individual)		\$350,000	\$350,000	\$375,000	\$400,000
Policy Year Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Lifetime Maximum Specific Benefit		Inforce	Unlimited	Unlimited	Unlimited
Covered Benefits		Med, Rx Card	Med, Rx Card	Med, Rx Card	Med, Rx Card
Specific Premium					
Single Rate	1,410	\$7.52	\$8.74	\$7.91	\$7.29
Family Rate	1,347	\$21.14	\$24.81	\$22.76	\$21.20
Total Lives	2,757				
Estimated Contract Specific Premium		\$468,945	\$548,910	\$501,730	\$466,024
Contract Basis		12/15	12/15	12/15	12/15
Commission		0.00%	0.00%	0.00%	0.00%

Note: This proposal is not complete unless accompanied by the proposal notes and the basis of offer noted on the following pages.

Individual Special Requirements:



**STOP LOSS PROPOSAL FOR
City of Lubbock**

PROPOSAL NOTES

- The rates in this proposal are firm. Please provide a signed proposal.
- Human Organ Transplant benefits are payable in accordance with the underlying plan and are subject to the proposed Lifetime Maximum Specific Benefit offered within this proposal.
- The above specific stop loss rates include the HM Stop Loss Bridge Renewal Option.

PROPOSAL ACCEPTANCE

Please acknowledge acceptance of the terms in this proposal by signing and returning within 30 days (no signed proposal will be accepted after the effective date). Please also indicate which option is chosen by checking the appropriate box on the previous page. Failure to remit the signed agreement within the same period will result in updated large claim disclosure (and claims) being required for our review.

Signature: _____ Title: _____

Accepted on the _____ day of _____, 20_____

Stop Loss coverage is underwritten by HM Life Insurance Company, Pittsburgh, PA, under policy form HL 601 (905) or similar; in certain states the requested coverage may not be available. As included herein, "HMIG" refers to the Stop Loss carrier.

initials: _____ date: _____

BASIS OF OFFER

Assumptions

- This proposal is subject to revision if there is a change in effective or renewal dates, or a change in the plan of benefits.
- This proposal is based on the utilization of the Provider Network(s) and the Utilization Review Vendor(s) listed on this proposal.
- This proposal assumes a minimum participation level of 75% applies for all eligible enrollees under a contributory plan, and 100% under a non-contributory plan.
- This proposal assumes the plan of benefits includes a pre-certification, utilization review and large case management program.
- This proposal is based on a description of the employee benefit plan(s) provided and approved by HMIG, employee and dependent census data, submission of any requested claim information, plus any other information relevant to the underwriting risk. If any of the information was incorrect or changes the risk involved, the rates and factors will be modified, and the specific and aggregate claims will be adjusted accordingly.
- The bad debt and charity surcharge portion of the New York Reform Act will be considered an eligible claim expense under the stop loss policy if services are rendered in New York State. Other surcharges, pool charges and/or covered lives assessments will not be covered under the stop loss.
- All standard Policy provisions apply. The laws of the state where the policy is issued will apply. Certain exclusions and limitations may apply.
- Retirees are included in the stop loss coverage.
- This proposal will expire on the proposed effective date.
- Unless otherwise limited or excluded by the stop loss policy or under the Individual Special Requirements, eligible claim expenses under the stop loss policy will follow the covered underlying plan, up to the proposed Lifetime Maximum Specific Benefit.
- The Agent is properly licensed and appointed by HMIG.
- The initial rates are guaranteed for the proposed policy period unless otherwise noted.
- There are not more than 15% COBRA participants.

Qualifications

- The premium rates are subject to change should the number of employees change by 10% or more, either in total and/or by single/family mix.
- If the descriptions of the benefits or plan provisions differ from what was initially utilized to underwrite the risk, an updated Plan Document or other acceptable plan description is required within 30 days of the proposed effective date, and the premium rates may be subject to re-rating, retro-active to the effective date.
- Quote assumes the Plan Document will include traditional industry provisions and definitions including, but not limited to the following: eligibility, HIPAA, termination provisions, extension for leave of absence or disability, FMLA, subrogation, transplants, COB, exclusions for job related injuries, experimental and cosmetic treatment, usual and customary charges, war, not medically necessary, traveling outside of the U.S. solely for the purpose of receiving medical care. In the event that a Plan Document is not available within 30 days from the proposed effective date, we reserve the right to issue the Policy assuming standard exclusions will apply.
- HIPAA Privacy rules permit the release of Protected Health Information (PHI) for the purpose of evaluating and accepting risk associated with the Plan Sponsor as part of "Health care operations". HMIG will use this information solely for the purpose of evaluating and accepting the risk and will not disclose any PHI collected except to perform this risk evaluation.
- The rates in this proposal are based on the disclosure of all individuals considered a special enrollee due to having previously satisfied the plan's lifetime maximum. Written acceptance by HM must be acknowledged before terms of coverage for such individuals are included under HM's stop loss policy.



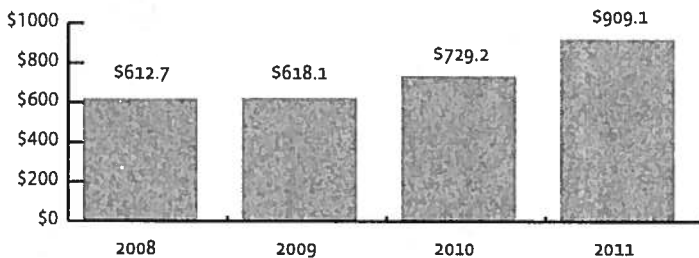
Financial Strength

With nearly 30 years in the insurance marketplace, HM Insurance Group (HM) provides health risk solutions for its clients, backed by sound business practices and financial judgment. Strong and well capitalized, HM uses a stable business model and risk management expertise to underwrite and service a wide range of health risk exposures for employers and their employees. It's our policy to protect.

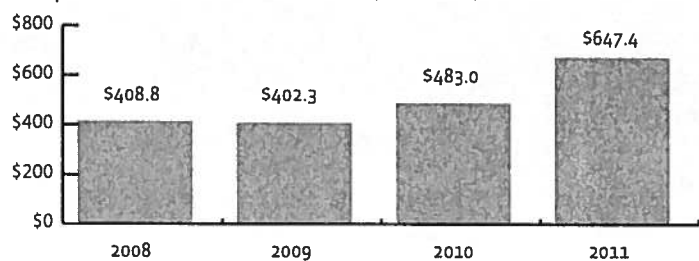
Our Business

HM has experienced eight consecutive years of unprecedented growth, achieving solid financial results year over year. Premium growth has been driven primarily by the strong performance of the stop loss block as well as the controlled growth of its Pennsylvania workers' compensation business, both of which contribute significantly to the company's overall stable financial performance. Prudent rate development, pricing and risk selection are fundamental to HM's market share growth, helping to ensure that business growth is managed appropriately.

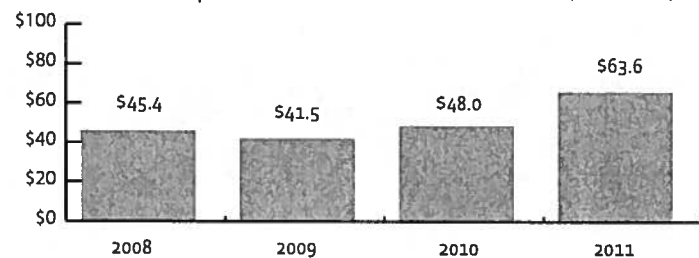
HM Gross Premiums (in millions)



Stop Loss Gross Premiums (in millions)



Workers' Compensation Gross Premiums (in millions)



HM has been named to "Ward's 50" top-performing insurance companies for the past three years, indicating financial stability and the ability to grow while maintaining strong capital positions and underwriting results.¹

Our Approach

The companies of HM Insurance Group are committed to effectively managing our clients' business, helping to ensure their financial success as well. We focus our experience and risk management expertise to consistently deliver a high level of performance for our producers, TPAs and policyholders. What sets HM apart?

- HM works to make our service even better for our clients by processing stop loss and workers' compensation claims with more than 99% technical and financial accuracy.
- We deliver savings to our clients by effectively managing our business. Savings from cost containment programs for stop loss clients totals more than \$34 million over the last three years. Workers' compensation network savings have reduced claims costs by more than 56%.

Our Commitment

In order to meet our product guarantees, HM, as a regulated entity, sets aside reserves and capital. With each of the HM Insurance Group companies far exceeding the 200% company action level set by regulators, our capital base helps ensure we can meet our financial commitments to our clients.

2011 RBC for HM Insurance Group Companies

- HM Life Insurance Company – 371%
- HM Life Insurance Company of New York – 431%
- Highmark Casualty Insurance Company – 572%
- HM Casualty Insurance Company – 9,117%

ABOUT HM INSURANCE GROUP

HM Insurance Group is a recognized leader in stop loss and reinsurance, offering employer stop loss, provider excess and HMO reinsurance. HM's diversified product portfolio also features workers' compensation (Pennsylvania only) and worksite/voluntary critical illness, accident, disability income and term life insurance as well as limited benefit medical plans. The companies of HM Insurance Group are rated A- (Excellent) by A.M. Best Company.² Through its insurance companies, HM Insurance Group holds insurance licenses in 50 states and the District of Columbia and maintains 23 regional sales offices across the country.

Financial data gathered from HM Insurance Group internal financial reporting, 2012.

¹Ward Group, Top 50 Life and Health Companies, July 2011

²A.M. Best Insurance Reports, July 2011. Applies to HM Life Insurance Company, HM Life Insurance Company of New York, Highmark Casualty Insurance Company and HM Casualty Insurance Company. A.M. Best 11/11 under review with negative implications



IT'S OUR POLICY TO PROTECT.

800.328.5433 | www.hminsurancgroup.com



HCC

HCC Life Insurance Company

**Medical Stop Loss Proposal For
City of Lubbock**

Presented by
Mc & H Life Agency, Inc.

Underwritten by
Eric Hedin

HCC Life Insurance Company
16415 Addison Rd, Suite 700, Addison Tower
Addison, TX 75001
(972) 248-7130

Visit us online at www.hcc.com



HCC Life Insurance Company
 16415 Addison Rd, Suite 700, Addison, TX 75001
 Telephone: (972) 248-7130 Facsimile: (972) 248-7157

Underwriter	Hedin, Eric	Proposal No	1
Group	City of Lubbock	Proposal Effective Date	08/29/2012
		Valid Thru Date	01/15/2013
		Expiration Date	12/31/2013

INDIVIDUAL STOP LOSS COVERAGE

Coverages	Option 1			Option 2			Option 3		
	Medical, Rx Card	12/15	350,000	12/15	375,000	12/15	400,000	12/15	400,000
Contract Type		12/15	350,000	12/15	375,000	12/15	400,000	12/15	400,000
Annual Specific Deductible per Individual									
Lifetime Reimbursement									
Maximum Contract Period Reimbursement									
Inpatient Mental & Nervous									
Quoted Rate Per Month									
Single									
Family									
Composite									
Estimated Annual Premium									
Quoted Rate(s) includes Commissions of									

OVERALL COST SUMMARY

	Option 1	Option 2	Option 3
Total Annual Fixed Costs	531,387	480,802	437,036
Maximum Annual Liability	531,387	480,802	437,036

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Quoted terms and conditions are subject to possible revision based upon receipt and review of the following items:

- Paid claims experience to the effective date including monthly enrollment figures.
- Updated shock loss information to the date HCC Life Insurance Company has been notified that the proposal has been accepted by the group. Shock loss information should include injuries, illnesses, diseases, diagnoses, or other losses of the type, which are reasonably likely to result in a significant medical expense claim or disability, regardless of current claim dollar amount. In addition, shock loss information should include any claimant that has incurred claim dollars in excess of \$ 175,000, regardless of diagnosis. Information is also needed on any claims processed and unpaid, pending or denied for any reason. Please refer to our Trigger Diagnosis Disclosure List, which provides examples of some, but not all, types of shock losses.
- We will accept final shock loss disclosure no earlier than 30 days prior to the effective date.
- Please see the attached exhibit for plan document assumptions and requirements.
- Should a large claim(s), (non-recurring and/or ongoing) become known and the initial date of service is prior to the date of written acceptance by HCC Life Insurance Company, we reserve the right to re-underwrite the case. ★
- In the event there is a greater than 10% change in enrollment between the submitted initial enrollment data and the final enrollment data, rates and factors may be recalculated.
- Minimum participation level of 75% of all eligible employees is required.
- Rates and Factors are based on no individuals being considered a covered participant under the stop loss policy who have previously satisfied their lifetime maximum until we have provided written approval of their acceptance under the stop loss policy.
- Rates and Factors are calculated with the plan anniversary date and the Policy effective date as the same date, should the plan anniversary date and the stop loss policy effective date be different we reserve the right to modify our rates, factors and terms of coverage to accommodate for additional liabilities incurred by the plan due to state and/or federal mandates during the stop loss contract period.
- Quote rated with retirees not covered. Quote rated with 3 COBRAs being covered based on the census information provided.
- Quote Rated with the following UR Vendors: Blue Cross/Blue Shield of Texas, .
- Quote Rated with the following Cost Containment Programs(s): Blue Cross/Blue Shield of Texas.
- All ongoing claimants must be reviewed by HCC Life Medical Underwriting staff before coverage terms can be determined. Written approval from HCC Life accepting all claimants at the group's specific deductible is required. Higher Individual Specific Deductible (s) may apply.
- Provide month by month paid claims and enrollment through the effective date.



Group City of Lubbock Proposal No 1

PROPOSAL QUALIFICATIONS AND CONTINGENCIES

Initial the selected proposal option:

	Option 1	Option 2	Option 3
Specific			
Aggregate	N/A	N/A	N/A

The Premium and Aggregate Deductibles are based on the data submitted. Any inaccurate or incomplete data submitted may require changes at final underwriting. We will not be bound by any typographical errors or omissions contained herein.

Date: _____ By: _____ Agent of Record or Administrator

This proposal expires if applications are not requested before the valid through date.

Plan Document Assumptions

This proposal for stop loss coverage assumes the Plan Sponsor's plan document includes certain standard clauses, exclusions and limitations. These exclusions and limitations include, but are not limited to the following:

1. **Eligibility, Effective Date, and HIPAA Enrollment Date provisions**, which include definitions of employee (including definitions of full-time and part-time), dependent, and retiree, if applicable.
2. **Termination Provisions** which clearly define when eligibility and benefits cease. The (also known as "extension of active service") during a period of inactive service due to disability, layoff or leave of absence. The plan should include COBRA wording consistent with federal requirements.
3. **Transplant benefit wording** that identifies any benefits applicable to the donor (particularly the non-participating donor), the recipient, organ procurement, and any covered transportation, lodging and companion charges.
4. **Industry standard right of recovery, subrogation and coordination of benefits clauses.**
5. **Exclude expenses resulting from losses which are due to a riot, revolt, war, or any act of war, whether declared or not.**
6. **Exclude expenses for any injury or illness arising out of or in the course of any occupation or employment for wage or profit.**
7. **Exclude expenses related to Alternative Treatment, except when deemed both medically necessary and cost effective when compared to a normal course of treatment.**
8. **All HCC Life policies contain an Experimental and Investigative definition and exclusion. All our policies also include, by endorsement, coverage for phase II, III and IV clinical trials for Cancer care. The Definition of Experimental and Investigative along with the Clinical Trials Endorsement are available for review at www.hcclife.com.**



1120 South 101st Street
Suite 400
Omaha, NE 68124
USA

Tel +1 402 393 9400
Fax +1 402 384 5776

milliman.com

October 12, 2012

Mr. Travis L. Sartain, CBC
Partner
MHBT
8144 Walnut Hill Lane, 16th Floor
Dallas, TX 75231

Re: City of Lubbock Renewal Evaluation for the 2013 Plan Year

Dear Mr. Sartain:

At your request, Milliman, Inc. (Milliman) has completed an evaluation of City of Lubbock's 2013 renewals. This letter includes the executive summary, detailed analysis, methodology, reliance, and limitations of our findings.

Executive Summary

City of Lubbock currently offers its eligible employees various medical, dental, life, disability, and other types of coverage. You engaged Milliman to evaluate the 2013 plan year (January 1, 2013-December 31, 2013) medical and dental renewals proposed by the insurance carriers. Our evaluation of the carriers' proposals is shown in the table below:

	Milliman Claims & Carrier Initial Expenses	Milliman Claims & Carrier Current Expenses	Milliman Claims & Milliman Projected Expenses
Medical (Self-Insured)			
Expected Claims Cost	3.1%	3.1%	3.1%
Claims Administration	9.5%	9.5%	3.0%
Organ Transplant	8.0%	(6.6%)	0.0%
Individual Stop-Loss Premium	21.9%	17.0%	15.0%
Comparative Effectiveness Research Fee	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>
Total Medical	3.8%	3.5%	3.3%
Dental (Self-Insured)			
Expected Claims Cost	(15.5%)	(15.5%)	(15.5%)
Claims Administration	<u>0.0%</u>	<u>0.0%</u>	<u>3.0%</u>
Total Dental	(14.4%)	(14.4%)	(14.2%)
Total All Benefits	2.9%	2.6%	2.4%

We estimate that self-insured annual claims and expenses for the 2013 plan year will be approximately:

- **\$27.11 million for medical and prescription drugs based on current enrollment levels of 2,699 employees and a projected premium of \$836.94 per employee per month (PEPM); and**
- **\$1.19 million for dental based on current enrollment levels of 2,104 employees and a projected premium of \$47.15 PEPM. However, we recommend continuing to budget at the current \$55.10 PEPM for \$1.39 million with current enrollment.**

See Attachments #1-3 for more details. We will use these figures in our projection of budgets for the upcoming plan year. Note that these figures also depend on current plan designs, claims experience that was available to us, and proposed expenses. If enrollment levels, plan designs, vendors, or locations should change dramatically, this number should be updated with the new information.

Detailed Analysis

1. Renewal Evaluation – Medical (self-insured)

Projected Change in Premium - Claims & Expenses

Attachment #4 shows our calculation of estimated claims costs and expenses for the medical and prescription drug plans. Using the carrier’s proposed increases to expenses listed in the Executive Summary above and shown in Attachment #2, we estimate that City of Lubbock’s claims and expenses will be \$836.94 per employee per month (PEPM) which is 3.5% more than current premiums. Based on current enrollment, this amounts to \$27.11 million in annual premium. If claims do not trend as much as our estimate, then this amount could be lower.

Expenses - Administration and Organ Transplant Fees

City of Lubbock is entering the third year of their contract with BCBS. As such, the claims administration fee will increase by the agreed upon 9.5%. The organ transplant fee was originally quoted with an 8.0% increase. The renewal was negotiated down by MHBT to a 6.6% decrease in rates. This resulted in a savings of almost \$49,000.

Expenses - Stop-Loss Premiums

Attachments #5-7 show our analysis of the risks of large claims and stop-loss coverage. Details of the risk associated with various levels of individual stop-loss can be found in Attachment #5 and are summarized in the table below:

Individual Stop-Loss Deductible	Probability of a Claim over the Deductible	Number of Members
\$400,000	0.03%	1.6
\$375,000	0.04%	2.0
\$350,000	0.04%	2.4

Additionally, Attachment #6 shows expected stop-loss reimbursements at the various levels of individual stop-loss coverage. Since the current insurance carrier has provided preliminary quotes for various levels of stop-loss, we have compared the premium savings to the calculated additional liability using our proprietary pricing models. Generally, the guideline is that the appropriate deductible would be one where the additional claims liability is minimized compared to the corresponding premium savings. In this case, at all of the individual deductibles, we have calculated that the expected additional claims liability will be more than the corresponding premium savings.

In light of this analysis, we recommend that City of Lubbock remain at the current individual stop-

loss deductible of \$350,000. Of course, this depends on the group’s tolerance for risk. Attachment #7 compares recent years’ paid stop-loss premiums to reimbursements received and calculates a loss ratio over the time period. The combined loss ratio since 2009 has been 32.4%. Stop-loss carriers typically target paid loss ratios between 70% and 80%. The stop-loss carrier may wish to base the proposed premium more heavily on their risk pool and less on City of Lubbock’s actual experience. City of Lubbock should take this into account when considering increasing the deductible level with this carrier or another one.

HM Life proposed a preliminary 21.9% increase on the current premium levels for individual stop-loss. The renewal was negotiated down by MHBT to a 17.0% increase. This resulted in a savings of almost \$22,000. In the pricing calculation, we used the proposed individual stop-loss premium rates from HM Life with the current deductible.

Self-insured employers may also purchase aggregate stop-loss coverage to protect against aggregate claim fluctuation. Based on our analysis, we do not recommend aggregate stop-loss coverage for City of Lubbock. Groups with fewer employees will generally have a lower tolerance for risk than groups of a larger size. The following table highlights the inherent variability of aggregate medical claims displayed in Attachments #8-11.

Individual Stop-Loss Deductible	Probability of Aggregate Claims Exceeding		
	105% of Expected	115% of Expected	125% of Expected
No Deductible	16.3%	0.5%	~ 0.0%
\$400,000	14.5%	0.2%	~ 0.0%
\$375,000	14.3%	0.2%	~ 0.0%
\$350,000	14.0%	0.2%	~ 0.0%

To assess the aggregate stop-loss risk, we performed a Monte Carlo simulation on the current enrollment. The spread of expected claims without and with individual stop-loss is shown in these attachments. The vertical axis shows the probability of exceeding a certain level of expected claims. The horizontal axis shows a range as a percent of expected average claims. Assuming that City of Lubbock’s 2,699 enrollees in the census data correspond to 5,590 covered lives, we simulated 10,000 scenarios, or 10,000 years of claims experience. The results of our Monte Carlo analysis indicate that, with no individual stop-loss as displayed in Attachment #8, there is approximately a 0.5% probability that City of Lubbock will realize an aggregate claim total greater than 115% of the expected claims resulting from pure randomness. This probability drops to approximately 0.0% at a level of 125%. With individual stop-loss set at \$350,000, as displayed in Attachment #11, the probability of aggregate claims greater than 115% of the expected claims drops to 0.2%, and the chance of having aggregate claims greater than 125% of the expected claims is still approximately 0.0%. Note that this assumes that the attachment point is set correctly.

Preliminary Budgeting – Premium Equivalencies for the 2013 Plan Year

Attachment #12 contains our findings and recommendations for distributing the previously calculated total premium on a PEPM basis over the relevant plan options. Based on our actuarial cost model, *Health Cost Guidelines, v.2010*, the relative values of City of Lubbock’s medical plan designs are 100.0% for the Actives/COBRA, 153% for the Non-Medicare Retirees, and 70.0% for the Medicare Retirees. That is, the cost of a Non-Medicare Retiree is 53% more than an Active/COBRA. City of Lubbock’s current plan pricing levels have a greater spread than these relativities, and their tier factors vary from our expectation of the cost of coverage for each tier. For this analysis, we kept the current plan pricing levels and tier pricing levels in place.

Based on the factors above, we “spread” the premiums over the plan options and tiers to reflect the assumed variances, while maintaining the same average total premium calculated in Attachment #4. Referring to Attachment #12, we arrive at the “CY 2013 Proposed” premiums. The variances between these and the current premiums are shown in the bottom rows of the attachment, and the total costs are shown in the far right column.

Employer Subsidies and Employee Contributions

At this time, we have assumed that City of Lubbock will keep the employer subsidy for 2013 at the same percentage as it was in 2012. As a result, City of Lubbock’s portion of total medical costs is remaining flat at 73.6% of the total cost. Please refer to Attachment #13 for details.

Trend Analysis - Claims

Using a regression analysis of City of Lubbock’s monthly paid claims and enrollment, we calculate the claims in the medical self-insured plans have been increasing at an annualized rate of 5.2% for medical and 16.3% for prescription drugs. The results are displayed in Attachments #14-15. Nationally, based on the *Milliman Mid-Market Survey* of employers, annual trend for medical and prescription drugs combined is approximately 6-9% for 2011 with expectations for 2012 at the same or slightly lower level. Regionally, trends are within this range at 7.2%. Additionally, the *Milliman Medical Index (MMI)*, which examines the total cost to deliver healthcare, saw increases of 6.9% from 2011 to 2012. In order to mitigate variations due to the inherent variability in claims data on individual groups, we blended the calculated trends for City of Lubbock with national averages as appropriate to arrive at the trend levels used in the budget calculations.

2. Renewal Evaluation – Dental (self-insured)*Projected Change in Premium – Claims & Expenses*

Attachment #16 shows our calculation of estimated claims costs and expenses for the dental plan.

Using proposed expenses, we estimate that City of Lubbock's claims and expenses will be \$47.15 PEPM which is 14.4% less than current premiums. Based on current enrollment, this amounts to \$1.19 million in annual premium. However, we recommend continuing to budget at the current \$55.10 PEPM for \$1.39 million with current enrollment. If claims do not trend as much as our estimate or City of Lubbock is able to reduce expenses, then this amount could be lower.

Expenses - Administration & Other Fees

BCBS performs various services for the efficient administration and financial stability of the plan. As referenced earlier, Attachment #3 shows a summary of the current and proposed fees for 2013 with our assessment. BCBS is proposing a 0.0% increase to claims administration fees. This is lower than the range of the 3-5% increase we typically see. We recommend accepting this proposal.

Preliminary Budgeting – Premium Equivalencies for the 2013 Plan Year

Attachment #17 contains our findings and recommendations for distributing the previously calculated total premium on a PEPM basis over the relevant tier options. While City of Lubbock's tier factors vary from our expectation of the cost of coverage for each tier, we have kept the current pricing levels in place in this analysis.

Based on the factors above, we “spread” the premiums over the plan options and tiers to reflect the assumed variances, while maintaining the same average total premiums calculated in Attachment #16. Referring to Attachment #17, we arrive at the “CY 2013 Proposed” premiums. The variances between these and the current premiums are shown in the bottom rows of the attachment, and the total costs are shown in the far right column.

Employer Subsidies and Employee Contributions

City of Lubbock has decided to re-establish employer subsidies to the dental plan for 2013. As a result, City of Lubbock's portion of total dental cost is increasing from 0.0% to 73.2%. Please refer to Attachment #18 for details.

Trend Analysis - Claims

Using a regression analysis of City of Lubbock's monthly paid claims and enrollment, we calculate the claims in the self-insured dental plans have been increasing at an annualized rate of 3.0%. The results are displayed in Attachment #19. Nationally, based on the *Milliman Mid-Market Survey* of employers, annual trends are approximately 3-5% for 2011 with expectations for 2012 at the same or slightly lower level. In order to mitigate variations due to the inherent variability in claims data on individual groups, we blended the calculated trends for City of Lubbock with national averages as appropriate to arrive at the trend levels used in the budget calculations.

Assumptions and Methodology

The steps we used to arrive at the results are outlined below:

1. We collected enrollment information from various vendors through MHBT. We assumed that those employees electing coverage would continue to elect that same coverage and that employees waiving coverage would continue to waive coverage.
2. Claims and expense information was also provided by various vendors through MHBT.
3. Our expected claims range encompasses the current plan designs offered to employees. Should plan designs change, the Benefit Plan Design Factor should be updated accordingly.
4. We calculated trends using a regression analysis and blended those results with national averages where appropriate.
5. For the specified plans, we calculated a manual rate on the group based on demographics and plan designs using our proprietary actuarial pricing model, *Health Cost Guidelines, v.2010*.
6. Using claims experience, the calculated manual rate where indicated, and assumed trend factors, we calculated a projected claims costs on a per employee per month basis.
7. Using plan pricing levels, tier pricing levels, and enrollment assumptions, we calculated premium equivalency rates by plan and coverage tier.
8. Using employer subsidy assumptions, we calculated employer subsidies and employee contributions by plan and coverage tier.
9. We performed an analysis of aggregate claim variability to determine an appropriate level of individual stop-loss coverage.

Reliance and Limitations

In performing our analysis for City of Lubbock, we relied on the data provided to us from various vendors through MHBT. We have not audited this data, but we performed a limited review for reasonableness and we found no material defects in the data used in this report. If the underlying data is inaccurate or incomplete, then the results of our review may be inaccurate or incomplete.

Differences between our projections and actual amounts depend on the extent to which future experience conforms to the assumptions made for this analysis. It is likely that actual experience will not conform exactly to the assumptions used in this analysis. Actual amounts will differ from projected amounts to the extent that actual experience deviates from expected experience.



October 12, 2012

This letter and its attachments have been prepared for the internal use of MHBT in their relationship with City of Lubbock and are only to be relied upon by these organizations. No portion may be provided to any other party without Milliman's prior written consent. Milliman does not intend to benefit any other recipient of this report, even if Milliman consents to the release of this report to that recipient. Please contact us if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Sarah E. Coates".

Sarah E. Coates, CEBS
Senior Benefits Consultant

A handwritten signature in black ink that reads "Blaine A. Weber".

Blaine A. Weber
Senior Benefits Consultant – Underwriter



Calendar Year 2013 Renewal Summary

~ City of Lubbock ~

Renewal Date	Enrollment/Volume	CY 2012			CY 2013			Percent Change ³ Total Annual Premium	Amount Change ³ Total Annual Premium	Milliman Estimated Renewal ¹
		Total Annual Premium ¹	Employee Contrib. ¹	Employer Subsidy ¹	Total Annual Premium ²	Employee Contrib. ²	Employer Subsidy ²			
Medical ⁴										
BCBS, MaxorPlus & HM Life	2,699	\$26,185,331	\$6,904,691	\$19,280,640	\$27,106,732	\$7,147,651	\$19,959,081	3.5%	\$921,401	3.3%
Dental ⁴										
BCBS	2,104	\$1,391,135	\$1,391,135	\$0	\$1,190,443	\$71,990	\$1,018,453	(14.4%)	(\$200,692)	(14.2%)
Total		\$27,576,466	\$8,295,826	\$19,280,640	\$28,297,175	\$7,319,641	\$20,977,534	2.6%	\$720,709	2.4%
<i>Percentage Employer/Employee</i>			<i>30.1%</i>	<i>69.9%</i>		<i>25.9%</i>	<i>74.1%</i>			

1. Milliman's *Financial Monitoring Report (FMR)* and *IBNR calculation* will provide additional detail on historical results.
2. See attached calculation for additional detail.
3. Refer to Milliman attachments *Renewal Evaluation Summary Report* for additional detail on proposals, carriers and final results.
4. Milliman's *Comprehensive Assessment of Health Plans (CAHP)* report will provide benchmarking information from *Milliman Mid-Market Survey (MMMS)*.



Renewal Evaluation Summary - Medical

~ City of Lubbock ~

Carrier		BCBS (Medical), MaxorPlus (Rx) and HM Life (Stop-Loss)				
		CY 2012		CY 2013		
Coverage Basis	Enrollment/ Volume ¹	Current Rates ²	Total Annual Cost	Milliman Claims & Carrier Initial Expenses ⁴	Milliman Claims & Carrier Current Expenses ⁴	Milliman Claims & Carrier Projected Expenses ⁴
Medical - Self-Insured						
Expected Claims Cost ³	Employees	2,699	\$746.54	\$24,179,085	\$769.37	\$769.37
			Percent Increase Over Current	3.1%	3.1%	3.1%
			Total Annual Cost Over Current	\$739,291	\$739,291	\$739,291
Claims Administration	Employees	2,699	\$37.53	\$1,215,522	\$41.08	\$38.66
			Percent Increase Over Current	9.5%	9.5%	3.0%
			Total Annual Cost Over Current	\$114,977	\$114,977	\$36,466
Organ Transplant	EE Only	1,394	\$6.33	\$105,888	\$6.84	\$5.74
	EE + Family	1,305	\$14.56	\$228,010	\$15.72	\$13.79
	Total	2,699	\$10.31	\$333,898	\$11.13	\$9.63
			Percent Increase Over Current	8.0%	(6.6%)	0.0%
			Total Annual Cost Over Current	\$26,697	(\$21,928)	\$0
Individual Stop-Loss ⁶	EE Only	1,394	\$7.52	\$125,795	\$9.10	\$8.74
	EE + Family	1,305	\$21.14	\$331,052	\$25.83	\$24.81
	Total	2,699	\$14.11	\$456,847	\$17.19	\$16.51
			Percent Increase Over Current	21.9%	17.0%	15.0%
			Total Annual Cost Over Current	\$99,876	\$77,880	\$66,527
Comparative Effectiveness Research Fee	Employees	2,699	N/A	N/A	\$0.35	\$0.35
			Percent Increase Over Current	N/A	N/A	N/A
			Total Annual Cost Over Current	\$11,760	\$11,760	\$11,760
Composite PEPM	Employees	2,699	\$808.49	\$26,185,331	\$839.12	\$834.90
Total Medical - Self-Insured		2,699		\$26,185,331	\$27,177,352	\$27,040,795
			Percent Increase Over Current	3.8%	3.5%	3.3%
			Total Annual Cost Over Current	\$992,021	\$921,401	\$855,464
			Premium Reduction		\$70,620	

	Aggressive Budget ⁵	Conservative Budget ⁵
Composite PEPM	\$798	\$875
Total Medical - Self-Insured	\$25,860,814	\$28,352,650
Percent Increase Over Current	-1%	8%
Total Annual Cost Over Current	(\$324,517)	\$2,167,319
Chance of Exceeding Budget	75%	10%

1. Enrollment / Volume is taken from BCBS for the month of July.
2. Current Rates represent the premium equivalencies based on current enrollment.
3. See attachments for additional details on Milliman calculation.
4. Pricing calculations incorporate Milliman's expectation of claims in conjunction with the carrier's proposed expenses.
5. Aggressive and Conservative budgets are presented for illustrative purposes and should not be taken as Milliman's recommended budgeting levels.
6. Please note that the HM Life quote used 2,757 employees with a slightly different Employee to Employee+Family ratio to get a composite rate of \$16.59 PEPM.



Renewal Evaluation Summary - Dental

~ City of Lubbock ~

Carrier

BCBS

Coverage Basis	Enrollment/ Volume ¹	CY 2012		CY 2013	
		Current Rates ²	Total Annual Cost	Milliman Claims & Carrier Initial Expenses	Milliman Claims & Milliman Projected Expenses ⁴
Dental - Self-Insured					
Expected Claims Cost ³	2,104	\$51.25	\$1,293,930	\$43,30	\$43,30
			<i>Percent Increase Over Current</i>	<i>(15.5%)</i>	<i>(15.5%)</i>
			<i>Total Annual Cost Over Current</i>	<i>(\$200,691)</i>	<i>(\$200,691)</i>
Claims Administration	2,104	\$3.85	\$87,205	\$3.85	\$3.97
			<i>Percent Increase Over Current</i>	<i>0.0%</i>	<i>3.0%</i>
			<i>Total Annual Cost Over Current</i>	<i>\$0</i>	<i>\$2,916</i>
Composite PEPM	2,104	\$55.10	\$1,391,135	\$47.15	\$47.27
Total Dental - Self-Insured	2,104		\$1,391,135	\$1,190,443	\$1,193,359
			<i>Percent Increase Over Current</i>	<i>(14.4%)</i>	<i>(14.2%)</i>
			<i>Total Annual Cost Over Current</i>	<i>(\$200,691)</i>	<i>(\$197,776)</i>

1. Enrollment / Volume is taken from BCBS for the month of July.
2. Current Rates represent the premium equivalencies based on current enrollment.
3. See attachments for additional details on Milliman calculation.
4. Pricing calculations incorporate Milliman's expectation of claims in conjunction with the carrier's current expenses.



Calendar Year 2013 Pricing Calculation - Medical Plans

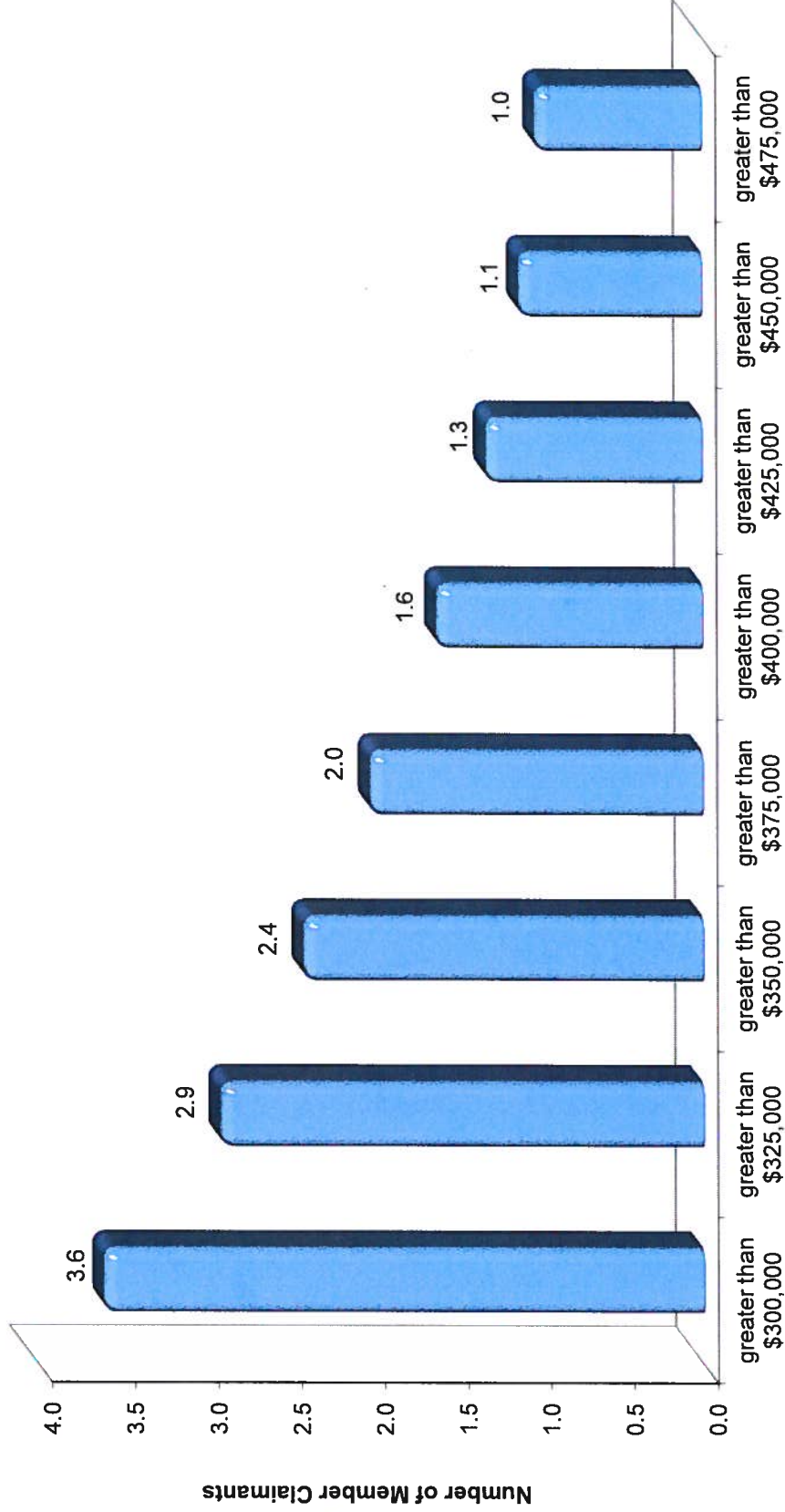
~ City of Lubbock ~

	Medical				Prescription Drugs				Medical & Rx Combined
	1/09-12/09	1/10-12/10	1/11-12/11	1/12-7/12	1/09-12/09	1/10-12/10	1/11-12/11	1/12-7/12	
I. Claims Experience (Paid Basis)									
Total Paid Claims	\$13,394,791	\$16,168,079	\$16,217,530	\$9,288,269	\$3,580,938	\$4,219,828	\$4,848,778	\$3,404,382	
Total Catastrophic Claims (Claims greater than \$350,000)	(\$449,063)	\$0	(\$758,880)	(\$368,939)	N/A	N/A	N/A	N/A	
Net Claims	\$12,945,728	\$16,168,079	\$15,458,650	\$8,919,330	\$3,580,938	\$4,219,828	\$4,848,778	\$3,404,382	
Enrollment (lagged for incurred basis)	2,504	2,561	2,606	2,673	2,509	2,564	2,612	2,682	
Months of Experience	12	12	12	7	12	12	12	7	
Incurred Claim Cost (PEPM)	\$430.89	\$526.06	\$494.25	\$476.66	\$118.92	\$137.14	\$154.68	\$181.33	
II. Adjustments to Incurred Claim Cost									
1. Trend									
Annual Trend Rate	5.6%	5.6%	5.6%	5.6%	14.6%	14.6%	14.6%	14.6%	
Number of Months (from midpt to midpt)	48.0	36.0	24.0	14.5	48.0	36.0	24.0	14.5	
Trend Factor	1.242	1.177	1.115	1.068	1.725	1.505	1.313	1.179	
2. Benefit Plan Design Factor¹	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
3. Mental Health Parity Adjustment²	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
4. Health Care Reform Adjustment²	1.016	1.016	1.006	1.006	1.016	1.016	1.006	1.006	
5. Provider Discount Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
6. Maturity Factor	1.000	1.000	1.000	1.000	1.000	1.000	1.000	1.000	
Final Adjustment Factor	1.282	1.195	1.121	1.074	1.752	1.529	1.321	1.186	
Expected Claims Cost after Adjustments	\$543.85	\$628.90	\$554.15	\$511.96	\$208.41	\$209.70	\$204.35	\$215.06	
Catastrophic Claims (Amount below Deductible, PEPM)	\$11.65	\$0.00	\$22.38	\$10.91	N/A	N/A	N/A	N/A	
Total Expected Claims	\$555.50	\$628.90	\$576.53	\$522.87	\$208.41	\$209.70	\$204.35	\$215.06	
Credibility (Blending) Factor	5%	15%	35%	45%	5%	15%	35%	45%	
III. CY 2013 Experience Rated Claims Cost (PEPM)									
Manual Rate from Milliman's Health Cost Guidelines v.2010									
Credibility to Manual Rate									
IV. CY 2013 Expected Claims Cost									
V. Expenses³									
Claims Administration									\$41.08
Organ Transplant									\$9.63
Individual Stop-Loss Premium (ISL Deductible at \$350,000)									\$16.51
Comparative Effectiveness Research Fee (\$2.00 PMPY for plans ending after September 30, 2013)									\$0.35
Total Expenses									\$67.57
VI. CY 2013 Projected Premium (PEPM)									
PY 2011-12 Budgeted Premium (PEPM)⁴									\$836.94
Calculated Actuarial Increase/(Decrease)									
									\$808.49
									3.5%
VII. Recommended Increase/(Decrease)									
									3.5%

1. Based on historical plan design changes provided by City of Lubbock
 2. City of Lubbock opted out of Mental Health Parity. Health Care Reform Adjustment accounts for change in plan design necessary to be consistent with the most recent regulations.
 3. Expenses used in this calculation are from the carrier's proposal.
 4. Derived from premium equivalencies and current enrollment shown in Attachment #12.



Analysis of Individual Claim Variability ~ City of Lubbock ~





Stop-Loss Comparison Premium vs. Expected Reimbursements

~ City of Lubbock ~

Individual Stop Loss							
HM Life Proposed			Milliman Model				
ISL Deductible	Stop-Loss Premium (PEPM) ¹	Annual Premium (2,699 Employees)	Premium Savings to Move to Higher Deductible	Claimants Expected to Exceed ISL Deductible	Estimated Stop-Loss Reimbursements	Estimated Additional Claims Liability	Net Savings/(Cost) of Higher Deductible
\$350,000	\$16.51	\$534,727		2.4	\$359,910		
\$375,000	\$15.09	\$488,740	\$45,987	2.0	\$304,579	\$55,331	(\$9,344)
\$400,000	\$14.02	\$453,939	\$80,788	1.6	\$260,111	\$99,799	(\$19,011)

*Note that while expected claimants and stop-loss reimbursements are based on Milliman's proprietary actuarial reinsurance model, each case will be evaluated on its own merit. As such, actual results may vary from what we have displayed here.

1. Based on premium quotes provided by HM Life for 2013. Please note that the HM Life quote uses 2,757 employees with a slightly different Employee to Employee+Family ratio, which results in slightly different composite rates. Also, the stop-loss contract is on a calendar year.



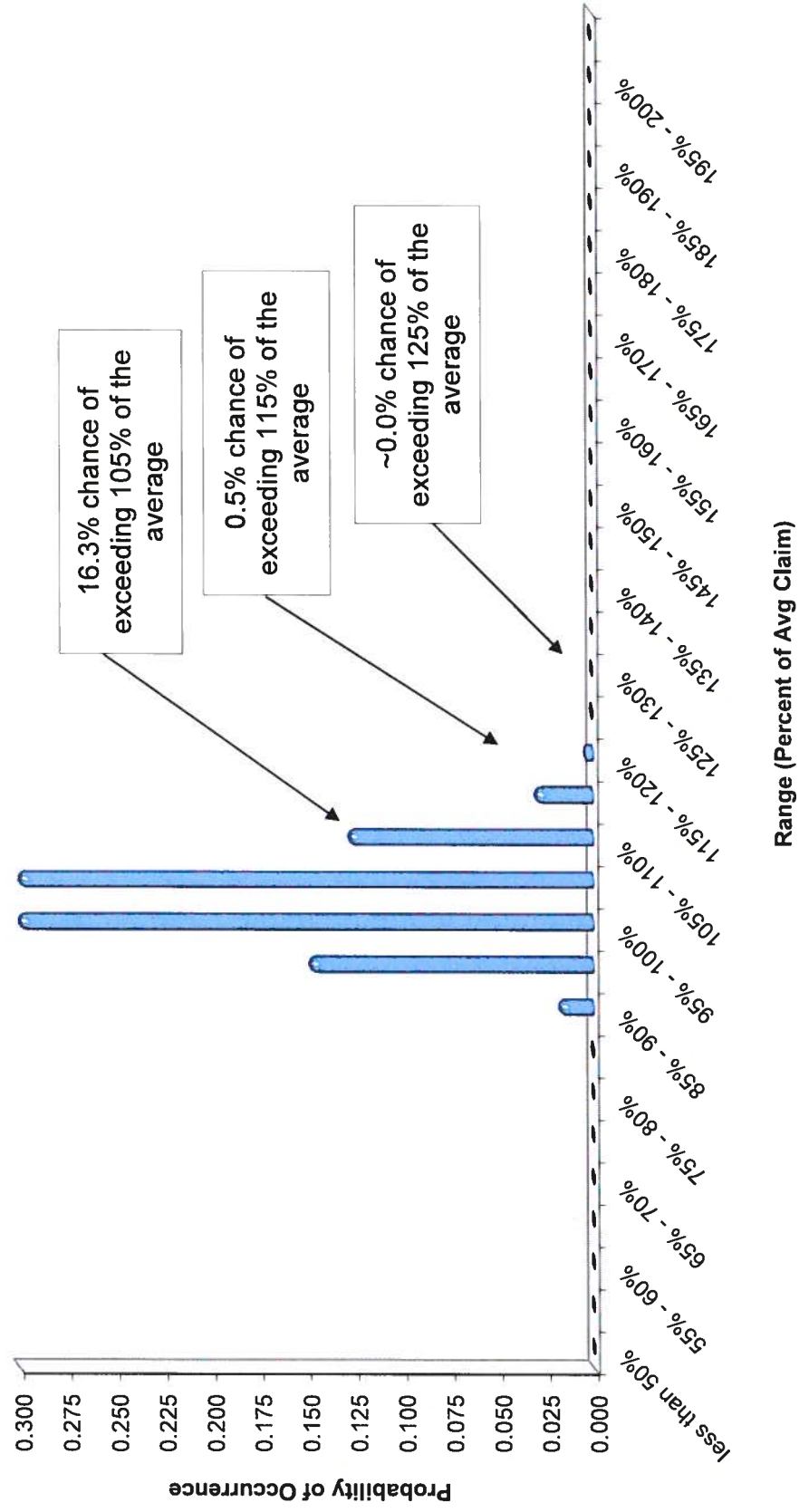
Individual Stop-Loss Comparison Premium vs. Actual Reimbursements

~ City of Lubbock ~

	ISL Deductible	ISL Paid Premiums	Reimbursements	Dollar Difference	Paid Loss Ratio
HM Life					
2009	\$200,000	\$453,219	\$375,040	\$78,179	82.8%
2010	\$350,000	\$273,658	\$0	\$273,658	0.0%
2011	\$350,000	\$403,439	\$58,880	\$344,559	14.6%
2012 through July	\$350,000	\$266,295	\$18,939	\$247,356	7.1%
Total		\$1,396,611	\$452,859	\$943,752	32.4%

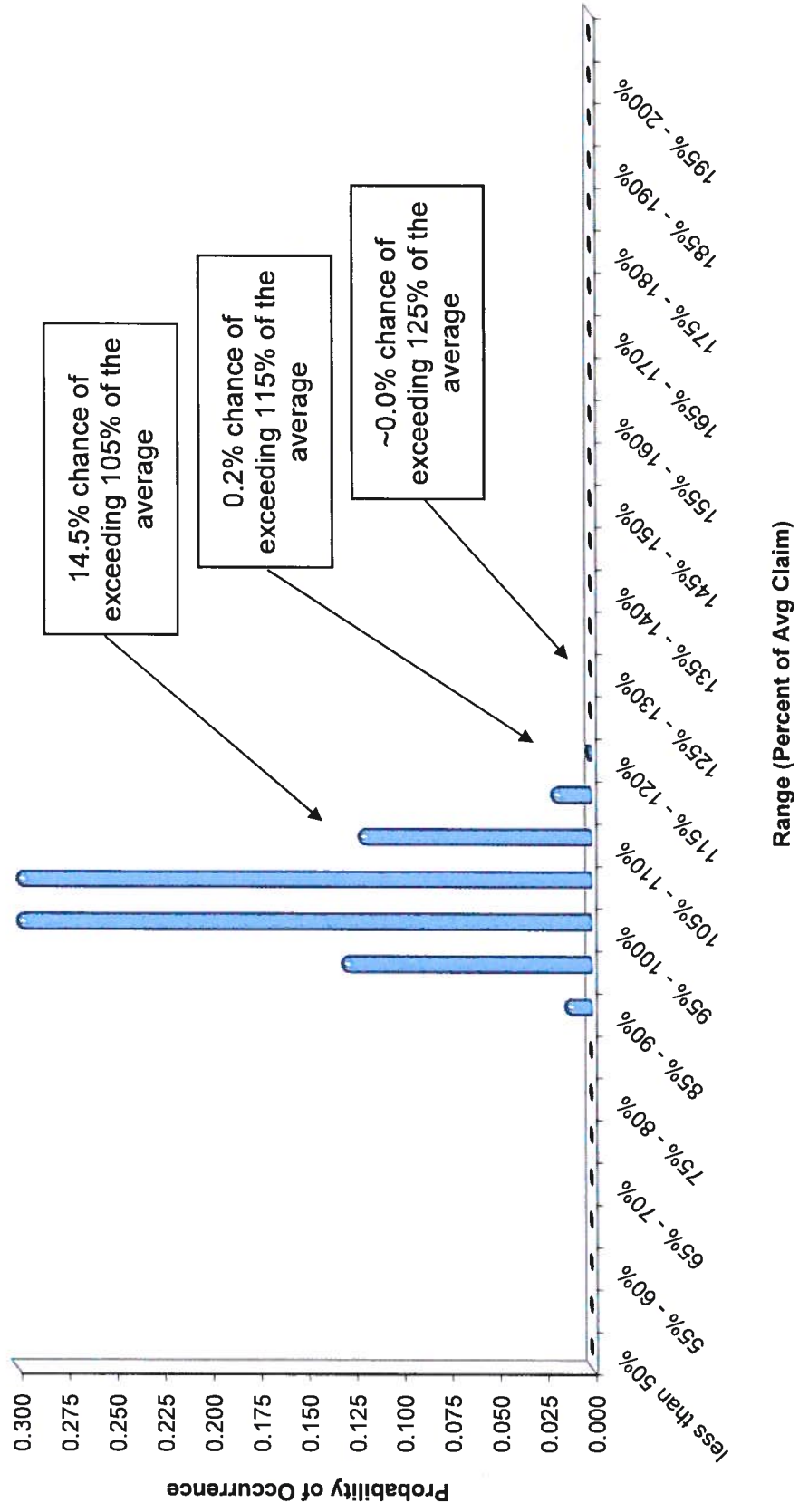


Analysis of Aggregate Claim Variability No Individual Stop-Loss ~ City of Lubbock ~



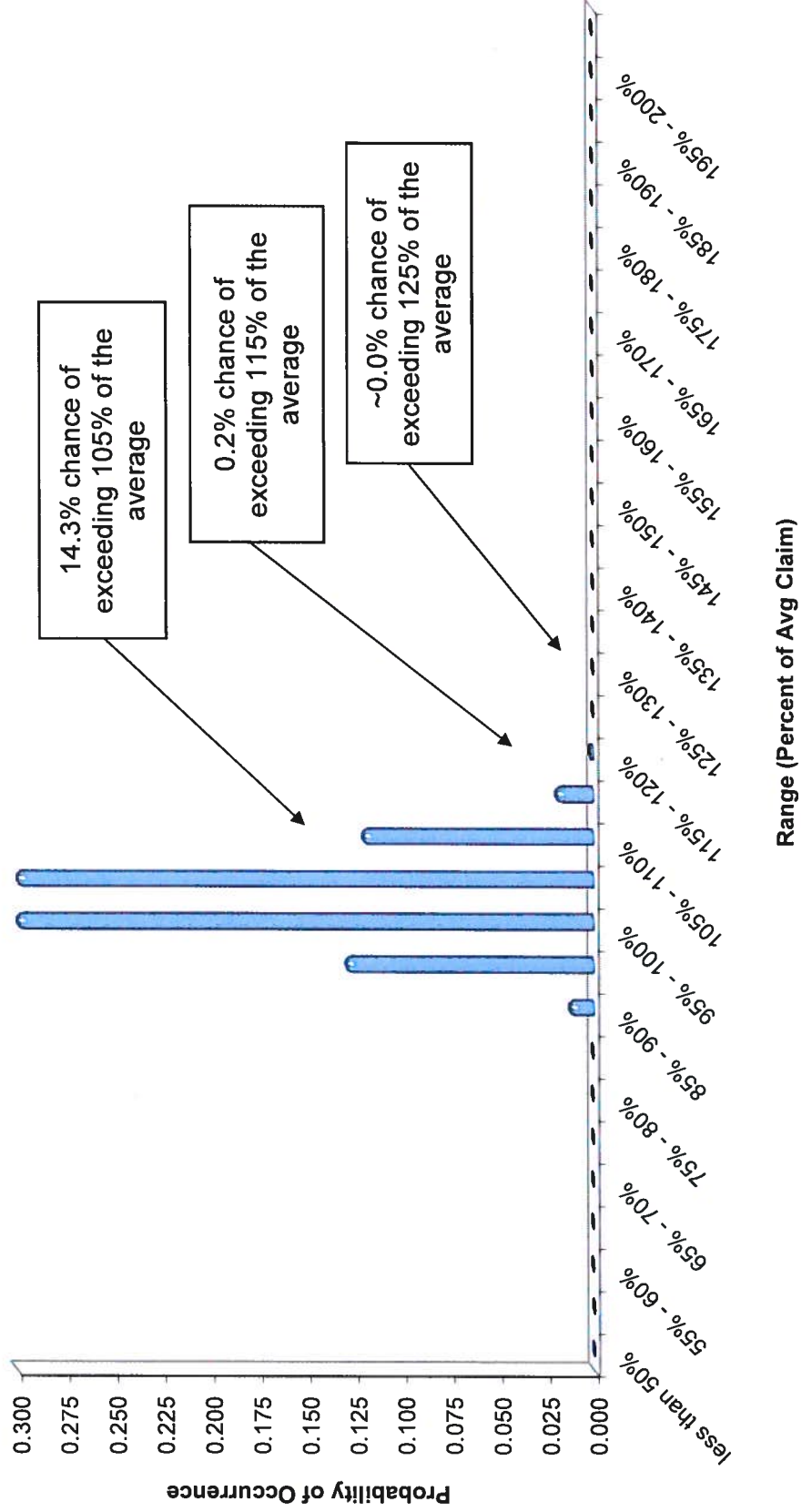


Analysis of Aggregate Claim Variability \$400,000 Individual Stop-Loss ~ City of Lubbock ~



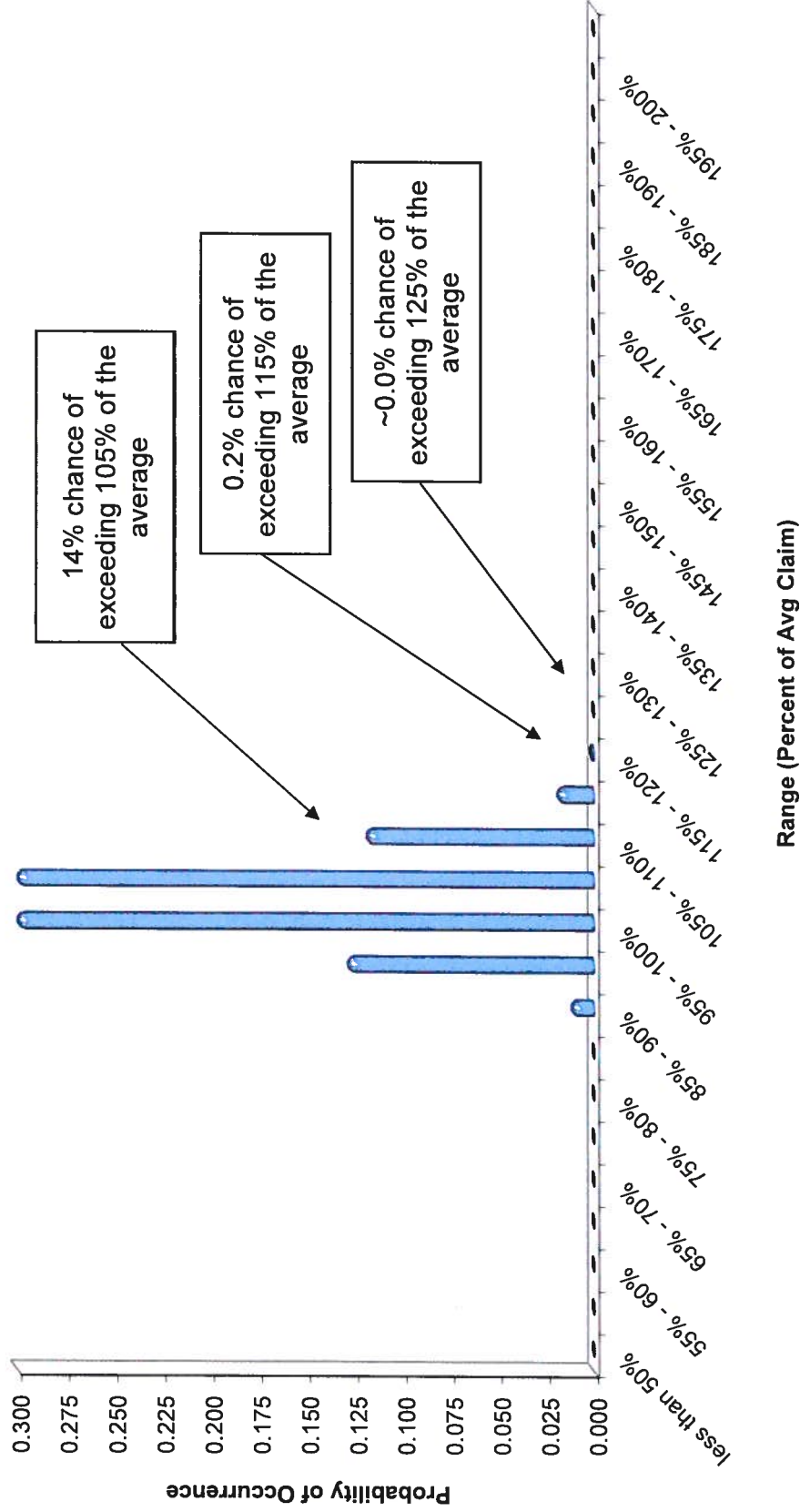


Analysis of Aggregate Claim Variability \$375,000 Individual Stop-Loss ~ City of Lubbock ~





Analysis of Aggregate Claim Variability \$350,000 Individual Stop-Loss ~ City of Lubbock ~





Calendar Year 2013 Medical Plans - Premium Equivalencies

~ City of Lubbock ~

Assumptions

	Projected Enrollment	Milliman HCG Value ¹	HCG Value + Expenses	Plan Pricing Level ²		Tier Pricing Level ³			
				Current	Proposed	EE Only	EE+Spouse	EE+Child(ren)	EE+Family
Active/COBRA	77.8%	100.0%	100.0%	100.0%	Proposed	1.000	2.122	1.624	2.891
Non-Medicare Retirees	9.8%	153.0%	148.7%	215.3%	Active/COBRA	1.000	2.147	1.663	2.979
Medicare Retirees	12.4%	70.0%	72.4%	70.6%	Non-Medicare Retiree	1.000	2.147	1.663	2.979
					Medicare Retirees	1.000	2.000	1.663	2.422
					Proposed				

1. Milliman HCG values are based on actual values of plan designs as determined by *Health Cost Guidelines, v 2010*
 2. Current plan pricing levels are based on current premium distributions across plans. Proposed plan pricing levels are based on recommended premium distributions across plans
 3. Current tier pricing levels are based on current premium distributions across plans. Proposed tier pricing levels are based on recommended premium distributions across plans

Premium Equivalency Calculations

	Monthly Premium				Enrollment				Total Annual Cost	
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	CY 2012	CY 2013 Estimated
Active/COBRA	\$455.27	\$977.36	\$757.04	\$1,356.06	1,101	199	316	484	\$19,095,655	\$19,767,587
Non-Medicare Retirees	\$980.03	\$2,103.87	\$1,629.61	\$2,919.08	130	94	13	28	\$5,137,042	\$5,317,803
Medicare Retirees	\$321.30	\$642.61	\$534.27	\$778.20	163	164	2	5	\$1,952,634	\$2,021,342
Total									\$28,185,331	\$28,106,732
Active/COBRA	\$471.29	\$1,011.75	\$783.68	\$1,403.78	1,101	199	316	484	\$19,767,587	\$19,767,587
Non-Medicare Retirees	\$1,014.51	\$2,177.90	\$1,686.95	\$3,021.80	130	94	13	28	\$5,317,803	\$5,317,803
Medicare Retirees	\$332.61	\$665.22	\$553.07	\$805.58	163	164	2	5	\$2,021,342	\$2,021,342
Total									\$27,106,732	\$27,106,732
Active/COBRA	\$16.02	\$34.39	\$26.64	\$47.72	0	0	0	0	Variance	\$671,932
Non-Medicare Retirees	\$34.48	\$74.03	\$57.34	\$102.72	0	0	0	0		\$180,761
Medicare Retirees	\$11.31	\$22.61	\$18.80	\$27.38	0	0	0	0		\$68,709
Total										\$921,401
Active/COBRA	3.5%	3.5%	3.5%	3.5%	0.0%	0.0%	0.0%	0.0%	Percent Change	3.5%
Non-Medicare Retirees	3.5%	3.5%	3.5%	3.5%	0.0%	0.0%	0.0%	0.0%		3.5%
Medicare Retirees	3.5%	3.5%	3.5%	3.5%	0.0%	0.0%	0.0%	0.0%		3.5%
Total										3.5%



Calendar Year 2013 Medical Plans - Employer Subsidies and Employee Contributions

~ City of Lubbock ~

Assumptions

	Employer Subsidy Level					
	CY 2011 ¹			CY 2013 Proposed		
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	
Active/COBRA	100.0%	72.4%	71.9%	72.9%	80.8%	
Non-Medicare Retirees	68.1%	72.3%	67.7%	76.7%	71.7%	
Medicare Retirees	43.9%	42.3%	26.4%	29.6%	42.5%	
Total					76.2%	
	CY 2012			CY 2013 Proposed		
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	
Active/COBRA	100.0%	69.7%	69.9%	69.6%	79.2%	
Non-Medicare Retirees	63.1%	67.3%	62.7%	71.7%	66.6%	
Medicare Retirees	38.9%	37.3%	21.4%	24.6%	37.4%	
Total					73.6%	
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	
Active/COBRA	100.0%	69.7%	69.9%	69.6%	79.2%	
Non-Medicare Retirees	63.1%	67.3%	62.7%	71.7%	66.6%	
Medicare Retirees	38.9%	37.3%	21.4%	24.6%	37.4%	
Total					73.6%	

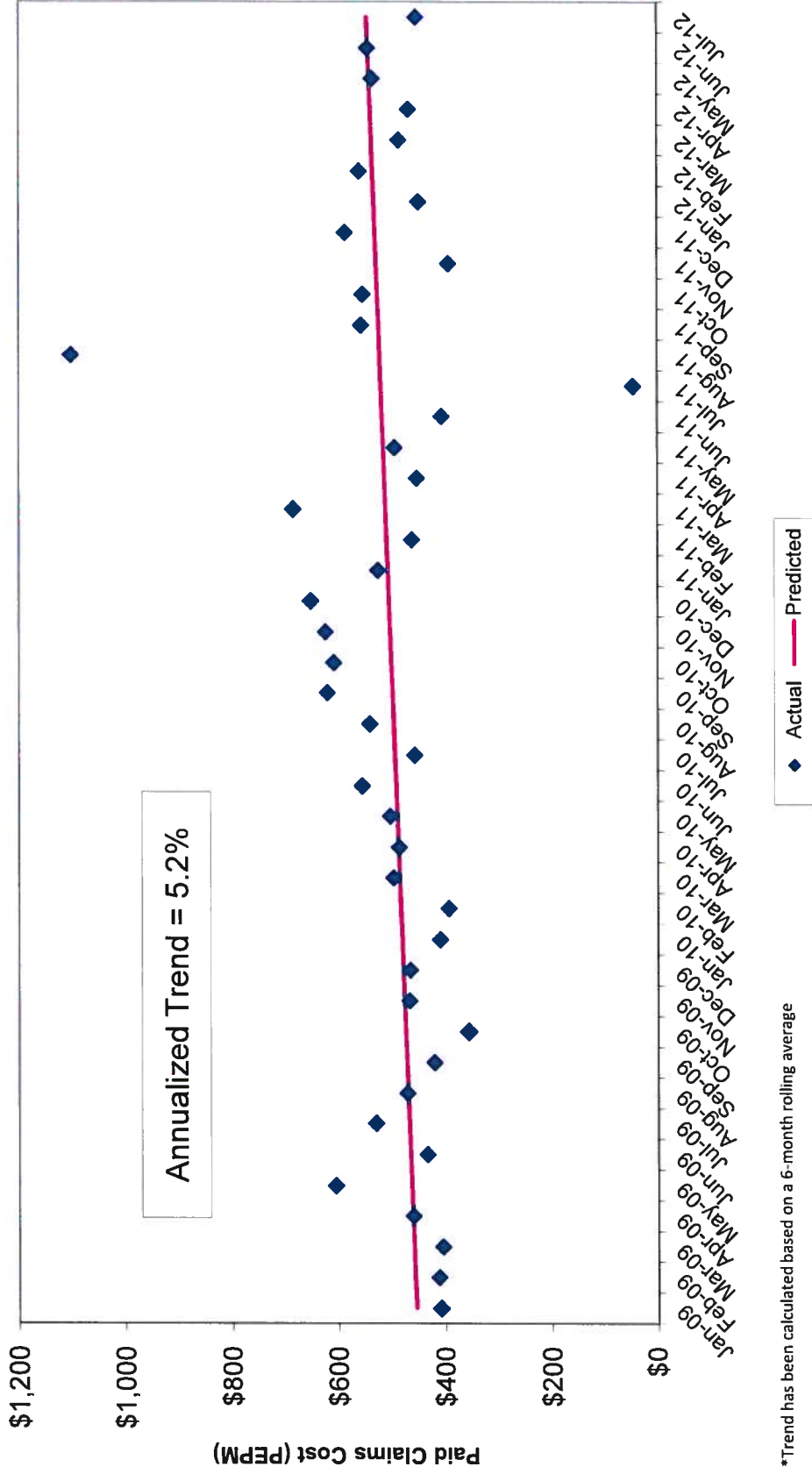
Employer Subsidies and Employee Contributions

	Employer Subsidy						Employee Contribution			Annual Cost to Employees
	CY 2012			CY 2013 Proposed			CY 2013 Estimated			
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	EE Only	EE+Spouse	EE+Child(ren)	EE+Family		
Active/COBRA	\$455.27	\$681.13	\$528.99	\$943.52	\$0.00	\$296.23	\$228.05	\$412.54	\$3,968,178	
Non-Medicare Retirees	\$617.93	\$1,415.45	\$1,022.07	\$2,092.53	\$362.10	\$688.42	\$607.54	\$826.55	\$1,713,905	
Medicare Retirees	\$125.05	\$239.42	\$114.42	\$191.61	\$196.25	\$403.19	\$419.85	\$586.59	\$1,222,607	
Total									\$6,904,691	
	CY 2012			CY 2013 Proposed			CY 2013 Estimated			
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	EE Only	EE+Spouse	EE+Child(ren)	EE+Family		
Active/COBRA	\$471.29	\$705.10	\$547.61	\$976.72	\$0.00	\$306.66	\$236.07	\$427.05	\$4,107,809	
Non-Medicare Retirees	\$639.67	\$1,465.26	\$1,058.04	\$2,166.16	\$374.84	\$712.64	\$628.91	\$855.63	\$1,774,214	
Medicare Retirees	\$129.45	\$247.85	\$118.44	\$198.36	\$203.15	\$417.38	\$434.63	\$607.23	\$1,265,628	
Total									\$7,147,651	
	Variance			Variance			Variance			
Active/COBRA	\$16.02	\$23.97	\$18.61	\$33.20	\$0.00	\$10.42	\$8.02	\$14.52	\$139,631	
Non-Medicare Retirees	\$21.74	\$49.81	\$35.36	\$73.63	\$12.74	\$24.22	\$21.38	\$29.08	\$60,308	
Medicare Retirees	\$4.40	\$8.42	\$4.03	\$6.74	\$6.91	\$14.19	\$14.77	\$20.64	\$43,021	
Total									\$242,960	
	Percent Change			Percent Change			Percent Change			
Active/COBRA	3.5%	3.5%	3.5%	3.5%	N/A	3.5%	3.5%	3.5%	3.5%	
Non-Medicare Retirees	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
Medicare Retirees	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	3.5%	
Total									3.5%	

1. City of Lubbock intends to maintain Grandfathered Status under the Patient Protection and Affordable Care Act (PPACA) until 2014 when this benefit expires. The 2011 Employer Subsidy Levels were added to this report as a baseline to show the change in subsidy levels from 2011 to 2012. Grandfathered Status under PPACA limits the amount the employer subsidy can decrease, by plan and tier, to 5 percentage points.



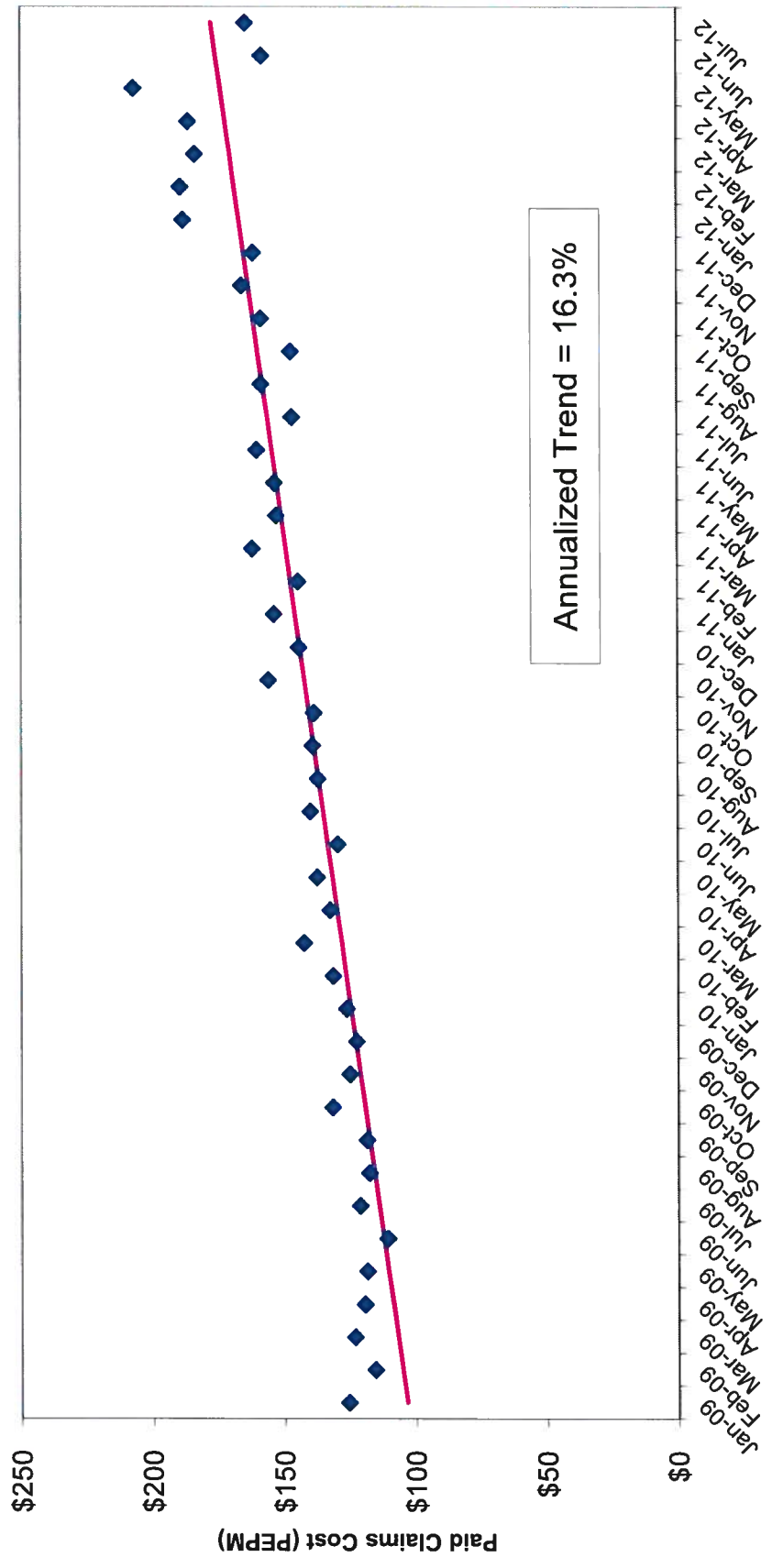
Trend Analysis - Medical ~ City of Lubbock ~



*Trend has been calculated based on a 6-month rolling average



Trend Analysis - Prescription Drugs ~ City of Lubbock ~



*Trend has been calculated based on a 6-month rolling average

◆ Actual — Predicted



Calendar Year 2013 Pricing Calculation - Dental Plans

~ City of Lubbock ~

	Dental			
	1/09-12/09	1/10-12/10	1/11-12/11	1/12-7/12
I. Claims Experience				
Total Paid Claims	\$1,063,741	\$1,116,182	\$1,173,234	\$663,670
Enrollment (lagged for incurred basis)	2,385	2,466	2,515	2,167
Months of Experience	12	12	12	7
Incurred Claim Cost (PEPM)	\$37.17	\$37.88	\$38.88	\$43.75
II. Adjustments to Incurred Claim Cost				
1. Trend				
Annual Trend Rate	3.2%	3.2%	3.2%	3.2%
Number of Months (from midpt to midpt)	48.0	36.0	24.0	14.5
Trend Factor	1.134	1.099	1.065	1.039
2. Benefit Plan Design Factor¹	1.000	1.000	1.000	1.000
3. Provider Discount Factor	1.000	1.000	1.000	1.000
4. Maturity Factor	1.000	1.000	1.000	1.000
Final Adjustment Factor	1.134	1.099	1.065	1.039
Expected Claims Cost after Adjustments	\$42.16	\$41.63	\$41.40	\$45.45
Credibility (Blending) Factor	5%	15%	35%	45%
III. CY 2013 Experience Rated Claims Cost (PEPM)				\$43.30
Manual Rate from Milliman's Dental Cost Guidelines v.2011				N/A
Credibility to Manual Rate				0%
IV. CY 2013 Expected Claims Cost				\$43.30
V. Expenses²				
Claims Administration				\$3.85
Total Expenses				\$3.85
VI. CY 2013 Projected Premium (PEPM)				\$47.15
CY 2012 Budgeted Premium (PEPM) ³				\$55.10
Calculated Actuarial Increase/(Decrease)				(14.4%)
VII. Recommended Increase/(Decrease)				0.0%

1. Based on historical plan design changes provided by City of Lubbock.
 2. Expenses used in this calculation are from the carrier's proposal.
 3. Derived from premium equivalencies and current enrollment shown in Attachment #17.



Calendar Year 2013 Dental Plans - Premium Equivalencies

~ City of Lubbock ~

Assumptions

	Plan Pricing Level ²			Tier Pricing Level ³					
	Projected Enrollment	Milliman DCG Value ¹	DCG Value + Expenses	Current	Proposed	EE Only	EE+Spouse	EE+Child(ren)	EE+Family
Active	79.1%	100.0%	100.0%	100.0%	100.0%	47.0%	17.1%	13.6%	22.3%
Retirees	20.9%	100.0%	100.0%	100.0%	100.0%	1.000	2.043	2.254	3.585
						1.000	1.335	1.268	1.590
						1.000	1.335	1.268	1.590
						Equal to Current			
						Proposed			

1. Milliman DCG values are based on actual values of plan designs as determined by *Dental Cost Guidelines, v 2011*
 2. Current plan pricing levels are based on current premium distributions across plans. Proposed plan pricing levels are based on recommended premium distributions across plans

3. Current tier pricing levels are based on current premium distributions across plans. Proposed tier pricing levels are based on recommended premium distributions across plans

Premium Equivalency Calculations

	Monthly Premium				Enrollment				Total Annual Cost	
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	CY 2012	CY 2013 Estimated
Active	\$44.97	\$60.04	\$57.00	\$71.48	784	171	273	437	\$1,107,853	\$1,107,853
Retirees	\$44.97	\$60.04	\$57.00	\$71.48	204	189	14	32	\$283,282	\$283,282
Total										\$1,391,135
Active	\$44.97	\$60.04	\$57.00	\$71.48	784	171	273	437	CY 2013 Estimated	\$1,107,853
Retirees	\$44.97	\$60.04	\$57.00	\$71.48	204	189	14	32	CY 2013 Estimated	\$283,282
Total										\$1,391,135
Active	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0	Variance	\$0
Retirees	\$0.00	\$0.00	\$0.00	\$0.00	0	0	0	0	Variance	\$0
Total										\$0
Active	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Percent Change	0.0%
Retirees	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	Percent Change	0.0%
Total										0.0%



Calendar Year 2013 Dental Plans - Employer Subsidies and Employee Contributions

~ City of Lubbock ~

Assumptions

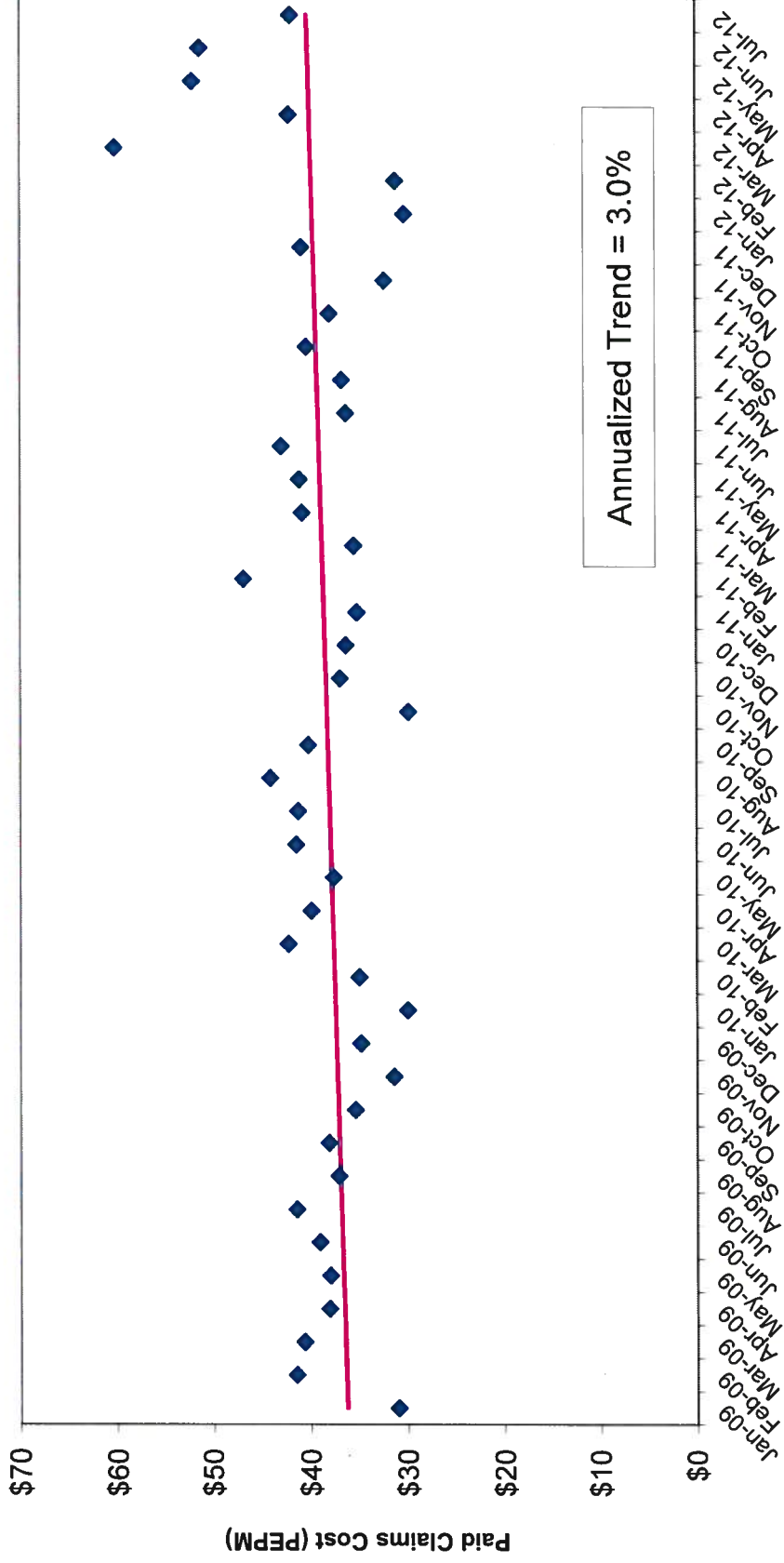
	Employer Subsidy Level					
	CY 2012			CY 2013 Proposed		
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total	Annual Cost to Employer
Active	0.0%	0.0%	0.0%	0.0%	0.0%	\$0
Retirees	0.0%	0.0%	0.0%	0.0%	0.0%	\$0
Total	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%

Employer Subsidies and Employee Contributions

	Employer Subsidy					Annual Cost to Employer	Employee Contribution			Annual Cost to Employees
	CY 2012						CY 2012			
	EE Only	EE+Spouse	EE+Child(ren)	EE+Family	Total		EE Only	EE+Spouse	EE+Child(ren)	
Active	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.97	\$60.04	\$57.00	\$71.48	\$1,107,853
Retirees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$44.97	\$60.04	\$57.00	\$71.48	\$283,282
Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$89.94	\$120.08	\$114.00	\$142.96	\$1,391,135
Active	\$44.97	\$44.97	\$44.97	\$44.97	\$179.88	\$0.00	\$15.07	\$12.03	\$26.51	\$209,352
Retirees	\$22.77	\$22.77	\$22.77	\$22.77	\$93.38	\$22.20	\$37.27	\$34.23	\$48.71	\$163,329
Total	\$67.74	\$67.74	\$67.74	\$67.74	\$273.26	\$22.20	\$52.34	\$46.26	\$75.22	\$372,682
Active	\$44.97	\$44.97	\$44.97	\$44.97	\$179.88	(\$44.97)	(\$44.97)	(\$44.97)	(\$44.97)	(\$898,501)
Retirees	\$22.77	\$22.77	\$22.77	\$22.77	\$93.38	(\$22.77)	(\$22.77)	(\$22.77)	(\$22.77)	(\$119,952)
Total	\$67.74	\$67.74	\$67.74	\$67.74	\$273.26	(\$67.74)	(\$67.74)	(\$67.74)	(\$67.74)	(\$1,018,453)
Active	N/A	N/A	N/A	N/A	N/A	(100.0%)	(74.9%)	(78.9%)	(62.9%)	(81.1%)
Retirees	N/A	N/A	N/A	N/A	N/A	(50.6%)	(37.9%)	(39.9%)	(31.9%)	(42.3%)
Total	N/A	N/A	N/A	N/A	N/A	N/A	(57.7%)	(59.4%)	(47.4%)	(73.2%)



Trend Analysis - Dental ~ City of Lubbock ~



*Trend has been calculated based on a 6-month rolling average

◆ Actual — Predicted



Regular City Council Meeting

5. 29.

Meeting Date: 11/08/2012

Information

Agenda Item

Resoluion - Benefits: Consider a resolution authorizing the City Manager to purchase transplant insurance coverage from AIG Benefit Solutions.

Item Summary

Organ and tissue transplant insurance is a separate comprehensive program that allows the City to convert the unpredictable and catastrophic risk to a flat monthly cost. Costs for transplants are covered completely by the organ and tissue transplant insurance, therefore, stop loss insurance premiums are discounted when organ and tissue transplant coverage is carried out of a self-funded plan. Medical Excess, now known as AIG Benefit Solutions, currently provides organ and tissue transplant insurance for the City.

The City's consultant/broker, Travis Sartain with McQueary Henry Boles Troy, did not obtain a quote from other carriers as AIG Benefit Solutions, formerly Medical Excess, provided a renewal with a rate reduction. The rates are:

\$5.74 per month per single member rate, and \$13.79 per month per family member rate.

Fiscal Impact

The amount of \$320,022 is budgeted in the FY 2012-13 Health Benefits Fund.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - Medical Excess

AIG Renewal

RESOLUTION

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

THAT the City Manager of the City of Lubbock is hereby authorized and directed to purchase for and on behalf of the City of Lubbock, transplant insurance coverage, by and between the City of Lubbock and Medical Excess, with first dollar coverage pursuant to the terms and conditions attached hereto as Exhibit "A," offering the same benefits as set forth in Exhibit "A" hereto, and in a final form and substance acceptable to the City Manager and City Attorney; and

THAT the City Manager or designee may execute any routine documents and forms associated with said insurance coverage.

Passed by the City Council this _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Quincy White, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, Assistant City Attorney

Jim Colwell
Underwriting Technician
Medical Excess

800 634-7462 Telephone
714 436-3620 Facsimile
jim.colwell@AigBenefits.com

EXHIBIT "A"



September 25, 2012

Travis Sartain
McQueary Henry Bowles Troy, LLP
8144 Walnut Hill Lane, 16th
Dallas, TX 75231

Re: Renewal of Organ & Tissue Transplant Policy

Policyholder: City Of Lubbock
Policy Anniversary Date: January 1, 2013
Policy Number: 949-1052

Dear Travis,

The Organ & Tissue Transplant Policy issued to the above captioned group is approaching its anniversary date, and we are looking forward to renewing it with you.

Attached is the renewal proposal for the group. If there has been a change in the group's administrator, please report it to Medical Excess immediately, as this may alter or negate the terms of this renewal proposal. Otherwise, please respond to this letter within 15 days of the renewal date to allow us to prepare the renewal Policy in a timely manner.

Your response should include an update regarding those individuals that were originally excluded from coverage under this Policy.

In addition, please identify:

1. Any new potential transplant exposures and related medical information (clinical or case management notes - including type of transplant, date of evaluation, hospital listing and current diagnosis).
2. Any significant census changes (current and/or future).
3. Any change in the group's third party administrator.

Please forward the information requested in Items 1&2 (above) to my attention within 45 days prior to the renewal date.

Thank you very much for this opportunity to continue our relationship. Should you have any questions, please do not hesitate to call.

Sincerely,

Jim Colwell

cc: Russ Jehs, Vice President, Organ Transplant Production Manger

Medical Excess
One MacArthur Place, Suite 620, Suite
South Coast Metro, CA 92707



Organ Transplant Proposal

Employer: CITY OF LUBBOCK
 Proposal: 106496
 Producer: McQueary Henry Bowles Troy, LLP
 Claims Admin.: Blue Cross and Blue Shield of Texas, a division of
 Carrier: National Union Fire Insurance

Underwriter: Josefina Panopio
 Sales: Guy Finley
 Quote Date: 09/25/2012
 Quote Valid Until: 01/01/2013
 Effective Date: 01/01/2013

This proposal contemplates the utilization of the above captioned Claims Administrator. Any deviation is a material change of fact rendering this proposal null and void.

Summary of Coverage

Lifetime Maximum : \$1,000,000

Policy Deductible : \$0

Notification / Coordination : See requirements in attached policy specimen

Transplant Benefit Period : Evaluation through 365 days post transplant

Reimbursement : * 100% of covered transplant-related costs, including organ procurement, when performed in-network.
 * 80% of covered transplant-related costs up to scheduled maximum amount per transplant when performed out-of-network (see policy)

Transportation : \$200 per day, \$10,000 maximum for patient and companion

Experimental : Coverage of NCI Clinical Trials Phase III and IV for adults, all phases for pediatric

Pre-Existing Requirements : Pre-Ex is waived for current Participants (unless they are completing an established Pre-Ex Waiting Period). However, Participants added from the acquisition of a new group, affiliate, division, and/or subsidiary, are subject to a 12 month Pre-Ex Waiting Period that begins on the date the acquisition is covered under the Policy. A Pre-Existing Condition is any condition for which the Participant has within the past 24 months: been advised that a transplant may be necessary; had a transplant consultation, workup, or evaluation; been scheduled for a transplant consultation, workup, or evaluation; received or has been listed to receive a transplant; received dialysis treatments; or been diagnosed with Chronic Kidney Disease or End Stage Renal Disease. *

Other Coverage / Services : Please refer to policy specimen

Rate : \$ 5.74 Single *
 \$ 13.79 Family *

Premium : \$ 320,022.36

Commission : Rates include 0% commission

* Rates and benefits are subject to state approval, and the 24 month Pre-Ex "look-back" period may vary by state.

Russ Jehs

Vice President, Organ Transplant Product Management

No coverage of any kind is made effective by this quote transmitted. Sales Representatives, and brokers or agents, have no authority to make effective coverage, or enter into contracts on behalf of the company. Coverage will be effective only after: (1) a quotation is issued by the company; (2) a completed and signed application and disclosure is received by the company; (3) the application is approved by the company; (4) Written notice confirming effective coverage is issued by the company. This proposal supersedes all others previously issued to you, and all other Proposals and Rate Quotations previously issued to you are void.



Organ Transplant Proposal

Employer: CITY OF LUBBOCK
Proposal: 106496
Producer: McQueary Henry Bowles Troy, LLP
Claims Admin.: Blue Cross and Blue Shield of Texas, a division of
Carrier: National Union Fire Insurance

Underwriter: Josefina Panopio
Sales: Guy Finley
Quote Date: 09/25/2012
Quote Valid Until: 01/01/2013
Effective Date: 01/01/2013

This proposal contemplates the utilization of the above captioned Claims Administrator. Any deviation is a material change of fact rendering this proposal null and void.

Contingencies

For All Producers / Groups

- * Explanation of any upcoming significant census changes (20%) within 30 days of effective date.
- * Underwriting approval is required to increase the lifetime maximum.
- * Contract period is for 12 months from effective date.
- * In the event that Plan participants are covered under a High Deductible Health Plan (as defined under Title 26, Subtitle A, Chapter 1, Subchapter B, Part VII, § 223 of the Internal Revenue Code), the Plan's Deductible Amount must be met prior to benefits being paid under the Organ and Tissue Transplant Policy.

For Non-Select Groups: In addition to the information requested above, please provide the following:

(Attached Proposal is 'indication only' based on our Pooled Producer rates. The information requested below is to determine any variance from pooled rates in order to determine our final underwriting position.)

No coverage of any kind is made effective by this quote transmitted. Sales Representatives, and brokers or agents, have no authority to make effective coverage, or enter into contracts on behalf of the company. Coverage will be effective only after: (1) a quotation is issued by the company; (2) a completed and signed application and disclosure is received by the company; (3) the application is approved by the company; (4) Written notice confirming effective coverage is issued by the company. This proposal supersedes all others previously issued to you, and all other Proposals and Rate Quotations previously issued to you are void.

NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

Executive Offices: 175 Water Street, New York, NY 10038
(212) 770-7000

(a capital stock company, herein referred to as the Company)

Administrative Office:
Medical Excess LLC
8777 Purdue Road, #330
Indianapolis, Indiana 46268
(888) 449-2377

Organ & Tissue Transplant Renewal Endorsement

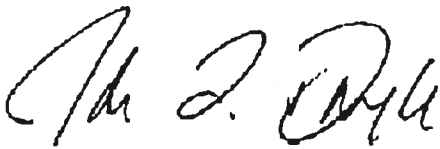
This Endorsement is attached to and made a part of the following Organ & Tissue Transplant Policy:

Policyholder: City of Lubbock
Policy Number: 280-8776
Original Policy Effective Date: January 1, 2005

It is agreed that the above referenced Organ & Tissue Transplant Policy is renewed for the **Policy Year** stated in the attached Renewal Schedule of Benefits. The Policy Number and all terms and conditions set forth in the attached Renewal Schedule of Benefits replace and supersede all previously issued Schedules of Benefits.

This Endorsement is subject to all the provisions of the Policy. Payment of the premium for the insurance provided by the Policy as endorsed constitutes acceptance by the Policyholder of the terms of this Endorsement.

This Policy is signed for the **Company** by its President and Secretary.



President



Secretary

RENEWAL SCHEDULE OF BENEFITS

POLICY YEAR: January 1, 2011 through December 31, 2011

CURRENT ENROLLMENT: 2585

MINIMUM ENROLLMENT: 250

PREMIUMS PER MONTH:

Single Employee \$6.33 Family \$14.56

COVERED TRANSPLANTS:

- | | | |
|---|--|---|
| <input checked="" type="checkbox"/> Heart | <input checked="" type="checkbox"/> Heart/ Lung | <input checked="" type="checkbox"/> Autologous Bone Marrow
Peripheral Stem Cell
Including High Dose Chemo |
| <input checked="" type="checkbox"/> Lung/Double Lung | <input checked="" type="checkbox"/> Kidney/ Pancreas | <input checked="" type="checkbox"/> Allogeneic Bone Marrow
Peripheral Stem Cell
Including High Dose Chemo (related) |
| <input checked="" type="checkbox"/> Kidney (living or deceased donor) | <input checked="" type="checkbox"/> Kidney/Liver | <input checked="" type="checkbox"/> Allogeneic Bone Marrow
Peripheral Stem Cell
Including High Dose Chemo (unrelated) |
| <input checked="" type="checkbox"/> Pancreas | <input checked="" type="checkbox"/> Liver/Intestine | |
| <input checked="" type="checkbox"/> Liver (living or deceased donor) | <input checked="" type="checkbox"/> Pancreas/Intestine | |
| <input checked="" type="checkbox"/> Intestine | <input checked="" type="checkbox"/> Liver/Pancreas/Intestine | |
| | <input type="checkbox"/> Other (specify): | |

TRANSPLANT BENEFIT PERIOD:

The Transplant Benefit Period begins on the date of **Transplant Evaluation** for a **Covered Transplant Procedure**.

The Transplant Benefit Period ends on the earliest of the following dates:

1. The end of the 365th day following the **Covered Transplant Procedure**;
2. The date the **Participant's** Lifetime Limit has been reached under the Policy or under the **Medical Plan**;
3. The date the Policy terminates, but only if:
 - a. The **Policyholder** cancels the Policy prior to the last day of the current **Policy Year**; or
 - b. The **Participant's** Transplant Benefit Period has begun, but such **Participant** has not received a **Covered Transplant Procedure** as of the date of termination of the Policy; or
4. The date the **Participant's** COBRA benefits terminate, if applicable.
5. The date established by the Non-Performance of Covered Transplant Procedures provision.

If there is no **Transplant Evaluation**, the Transplant Benefit Period begins on the date of a **Covered Transplant Procedure**.

For a Bone Marrow/Peripheral Stem Cell Tissue Transplant, the date the tissue is re-infused is deemed to be the date of the **Covered Transplant Procedure**.

All benefits provided during a Transplant Benefit Period that extend beyond the **Policy Year** will be based on the Policy terms in effect at the start of the Transplant Benefit Period.

A Transplant Benefit Period cannot begin prior to the date the **Participant** first becomes covered under the Policy.

LIFETIME LIMIT: \$1,000,000 for each **Participant**

The following charges are included within and reduce each **Participant's** Lifetime Limit:

1. All benefits paid on behalf of the **Participant** (including covered donor charges) under the Policy and any preceding or succeeding Organ & Tissue Transplant Policy between us and the **Policyholder**; and
2. All benefits paid by us under the "Travel, Lodging, and Meals Benefit" provision.

RENEWAL SCHEDULE OF BENEFITS

(Continued)

DEDUCTIBLE AMOUNT (APPLICABLE TO HIGH DEDUCTIBLE HEALTH PLANS ONLY):

Although the Policy does not impose a **Deductible Amount**, if a **Participant** selects a high deductible health plan sponsored by the **Policyholder**, then the **Deductible Amount** set forth in such **Policyholder's** high deductible health plan must be paid by the **Participant** before benefits are payable under the Policy. This requirement is necessary in order for the **Participant** to remain eligible for the tax benefits afforded by the health savings account associated with the **Policyholder's** high deductible health plan.

REIMBURSEMENT AMOUNTS:

- A. PARTICIPATING PROVIDER: 100% of **Covered Charges** for **Covered Transplant Services** provided through a **Participating Transplant Facility**. (All Participants subject to a Deductible Amount must meet the Deductible Amount before Covered Charges are eligible for reimbursement.)
- B. NONPARTICIPATING PROVIDER: 80% of **Covered Charges** for **Covered Transplant Services** provided through a **Nonparticipating Transplant Facility** with respect to the type of **Covered Transplant Procedure** performed. (All Participants subject to a Deductible Amount must meet the Deductible Amount before Covered Charges are eligible for reimbursement.) Benefits for **Covered Transplant Services** provided through a **Nonparticipating Transplant Facility** will not exceed the Maximum Amounts stated below:

COVERED TRANSPLANT PROCEDURE	MAXIMUM BENEFIT FOR ALL COVERED TRANSPLANT SERVICES PROVIDED BY A NONPARTICIPATING TRANSPLANT FACILITY
Heart	\$437,000
Lung (Single)	\$261,000
Lung (Double)	\$363,000
Kidney (living or deceased donor)	\$156,000
Pancreas	\$163,000
Liver (living or deceased donor)	\$196,000
Intestine	\$626,000
Heart/Lung	\$495,000
Kidney/Pancreas	\$200,000
Kidney/Liver	\$419,000
Liver/Intestine	\$700,000
Pancreas/Intestine	\$668,000
Liver/Pancreas/Intestine	\$716,000
Autologous Bone Marrow/Peripheral Stem Cell Including High Dose Chemotherapy	\$175,000
Allogeneic Bone Marrow/Peripheral Stem Cell Including High Dose Chemotherapy - related	\$297,000
Allogeneic Bone Marrow/Peripheral Stem Cell Including High Dose Chemotherapy - unrelated	\$380,000

- C. SECONDARY PAYOR: When benefits under the Policy are considered secondary, as determined by the Coordination of Benefits provisions, benefit payments will be based on the lesser of: a) **Covered Charges**; or b) the negotiated amount established between the primary payor and the **Provider**.

RENEWAL SCHEDULE OF BENEFITS

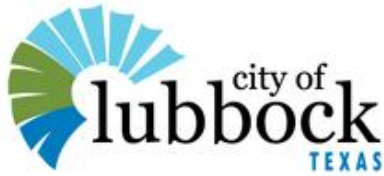
(Continued)

ENDORSEMENTS: Yes No

If yes, please specify:

POLICYHOLDER'S MEDICAL PLAN ADMINISTRATOR:

BCBS of TX



Regular City Council Meeting

5. 30.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Planning: Consider a resolution authorizing the Mayor to execute a renewal of the Certification Agreement between the Texas Historical Commission and the City of Lubbock for participation in the Certified Local Government Program.

Item Summary

The Certified Local Government Program is a function of the Texas Historical Commission (THC), in accordance with the National Preservation Act of 1966. The City of Lubbock was accepted into the program in 1986. This program allows state and local governments to work together to foster historic preservation. Certified Local Governments (CLGs) can apply for dedicated grant funds for historic preservation. CLGs also have the ability to use the THC office as an invaluable resource for information and guidance.

In return, the City must follow the Rules and Procedures for CLG outlined by the THC. In 2011, the Texas CLG Program adopted revised state rules for the program. These new rules incorporated recent changes instituted by the National Park Service and eliminated redundant language, but do not significantly change the relationship that the City has had with the THC since 1986. The change in the rules has necessitated a renewal of agreements between the City and the THC. This proposed resolution will allow the City to continue to be a CLG.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

Attachments

Resolution - THC

THC Agreement

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 Certification Agreement between the Texas Historical Commission and the City of Lubbock for participation in the Certified Local Government Program, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Senior Planner

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

TEXAS HISTORICAL COMMISSION

real places telling real stories

October 10, 2012

The Honorable Glenn Robertson
City of Lubbock
PO Box 2000
Lubbock, TX 79457

Dear Mayor Robertson,

Thank you for your continued participation the Texas Certified Local Government Program. The CLG Program is a partnership between your local government, the Texas Historical Commission and the National Park Service designed to foster historic preservation in your community. Your participation helps ensure the success of historic preservation efforts in communities across Texas. In addition, CLGs have access to dedicated grant funds for historic preservation projects in the community.

In 2011, the Texas CLG Program adopted revised state rules for the program. The new rules eliminated redundant language and incorporated recent changes instituted by the National Park Service. The National Park Service requires new Certification Agreements for all CLGs upon adoption of new rules. To satisfy this requirement, two copies of the new Certification Agreement, along with a copy of the revised state rules, are included for your signature. Please sign both copies and return them to our office no later than 45 days from the date of this letter. Following receipt of the signed copies, an original copy signed by THC Executive Director Mark Wolfe will be returned to you, along with a copy of the newly revised Texas Handbook for Certified Local Governments.

Please feel free to contact me with any questions. Thank you for all of your efforts to support historic preservation in Texas.

Sincerely,



Matt Synatschk
State Coordinator
Texas Certified Local Government Program



TEXAS HISTORICAL COMMISSION

real places telling real stories

CERTIFICATION AGREEMENT BETWEEN THE TEXAS HISTORICAL COMMISSION AND THE CITY OF LUBBOCK FOR PARTICIPATION IN THE CERTIFIED LOCAL GOVERNMENT PROGRAM

The City of Lubbock, in consideration of having been granted Certified Local Government status, agrees to carry out the following responsibilities as a Certified Local Government, in cooperation with the National Park Service and the Texas Historical Commission.

It will:

1. enforce the local historic preservation ordinance for the designation and protection of local historic properties;
2. establish and maintain by the local preservation ordinance a qualified review commission, board or committee for historic preservation having specific powers, such as review responsibility pertaining to proposed National Register nominations as well as actions that will affect local historic properties;
3. designate a city official, staff person or other appropriate resident of the municipal entity to serve as a local Historic Preservation Officer for the purpose of administering the local preservation ordinance;
4. provide appropriate training for historic preservation officer, related city staff and members of the historic preservation commission;
5. maintain a system for the survey and inventory of local historic properties that is coordinated with the statewide cultural-resource-survey-process, with technical assistance provided by the National Register Program office of the Texas Historical Commission's History Programs Division;
6. ensure, to the maximum extent possible, public participation in the local historic preservation program, including the process of nominating properties to the National Register of Historic Places;
7. adopt the Secretary of the Interior's Standards for Rehabilitation as the standards by which the local review commission will review all work applications brought before it under the terms of the local historic preservation ordinance;
8. review and comment upon nominations to the National Register of Historic Places for properties within its jurisdiction within 60 days of receiving the nominations from the National Register Program office of the Texas Historical Commission, and submit the city commission's reports and the recommendations of the chief elected official of the city to the National Register Program office as to whether or not the nominated properties meet the criteria of the National Register;

9. assist the National Register Program office of the Texas Historical Commission, if necessary, in verifying the names and addresses of property owners within local historic districts being nominated to the National Register, and assist with arrangements for local public information meetings at mutually agreeable times and locations when such districts are nominated;
10. submit to the State Historic Preservation Officer by the end of each calendar year an annual report that describes the actions of the local review commission, board or committee and other preservation-related activities of the previous fiscal year (October 1st through September 30th);
11. monitor and report to the Texas Historical Commission any actions affecting any county courthouse, Recorded Texas Historic Landmark, State Archeological Landmark, National Register property, and any locally designated landmark;
12. coordinate local historic preservation efforts, to the extent practicable, with the Texas Historical Commission, which shall provide technical assistance, guidance, and information to the Certified Local Government as feasible upon request;
13. carry out the general program procedures as outlined in the Texas Administrative Code, Title 13 Cultural Resources, Part 2 Texas Historical Commission, Chapter 15 Administration of Federal Programs, Rule 15.6 Rules and Procedures for Certified Local Governments; and
14. assist the Texas Historical Commission in any duties and powers assigned to the State Historic Preservation Office by the National Historic Preservation Act of 1966 as amended, and other federal enabling legislation.

 Signature: Mayor (or chief elected official)
 City of Lubbock

 Date

 Printed Name

 Mark Wolfe, State Historic Preservation Officer

 Date



**Texas Administrative Code
Title 13 Cultural Resources
Part 2 Texas Historical Commission
Chapter 15 Administration of Federal Programs**

15.6 Rules and procedures for Certified Local Governments

(a) Purpose. The Certified Local Government program (hereinafter referred to as the Program) is part of the Historic Preservation Fund (HPF) grants-in-aid program authorized by the National Historic Preservation Act of 1966, (16 U.S.C. 470 et.seq.) (also referred to as the Act), to provide a statutory framework for national historic preservation partnerships among federal, state, tribal, and local governments in the identification, evaluation, designation, and protection of historic and prehistoric properties. The Texas State Historic Preservation Office (Texas SHPO), within the Texas Historical Commission (THC), coordinates the state's preservation responsibilities as set out in the Act. Local participation in this Program is provided to local governments that are certified by the Secretary of the United States Department of the Interior and administered by the National Park Service (NPS) through the Program.

(1) Section 101(c)(1) of the Act directs the Texas State Historic Preservation Officer (SHPO) and the Secretary of the Department of the Interior through the NPS to participate in the partnership and Title 36, Code of the Federal Regulations, Part 61.6 lists requirements that the SHPO and local governments are to meet.

(2) These requirements are also found in the Historic Preservation Fund (HPF) grants manual, as published and amended by the NPS.

(b) City participation. City governments may participate in the Program through compliance with the Texas Local Government Code, Chapter 211, which empowers municipal governments to adopt zoning regulation for the purpose of promoting the public health, safety, morals, or general welfare and protecting and preserving places and areas of historical, cultural, or architectural importance and significance. Chapter 214.00111 of the Code also provides additional authority specifically to participating local governments for the purpose of preserving substandard buildings that are historic properties.

(c) County participation. Counties may participate in the Program through compliance with the Texas Local Government Code, Chapter 318, which empowers the Commissioners Court of each county to appoint a County Historical Commission, for the purpose of initiating and conducting programs suggested by the Court and the THC for the preservation of the county's historic cultural resources that are consistent with the statewide preservation plan.

(d) Indian Tribe participation. Indian tribes that effectively meet the definition of a local government in Section 301(3) of the Act may participate in the Program in accordance with Section 101(d)(1)(A) of the Act to establish a program and promulgate regulations to assist Indian tribes in preserving their historic properties.

(e) Eligibility for certification of Local Governments. Any city, county, township, municipality, Indian tribe, or any other general-purpose political subdivision of Texas may apply to become a CLG by submitting a Request for Certification to the Texas SHPO. To be considered eligible, the local government must meet the minimum Program requirements pursuant to Title 36, Code of the Federal Regulations, Part 61, and outlined in the HPF grants manual. The Texas SHPO may expand or prescribe additional state requirements and responsibilities. The following are the minimum federal requirements local governments must satisfy for certification:

- (1) Enforces appropriate State or local legislation for the designation and protection of historic properties;
- (2) Has established an adequate and qualified historic preservation review commission by State or local legislation;
- (3) Maintains a system for the survey and inventory of historic properties;
- (4) Provides for adequate public participation in the local historic preservation program, including the process of recommending properties for nomination to the National Register; and
- (5) Satisfactorily performs the responsibilities delegated to it under the Act.

(f) Certification process of Certified Local Governments. All eligible local governments must submit a completed Request for Certification and Certification Agreement, signed by the chief elected official of the applying local government, along with all necessary requested materials, to the THC. A Request for Certification may be submitted at any time throughout the year. Texas SHPO shall have a reasonable opportunity to review and respond to the request. If the local government meets the minimum requirements for participation in the Program, the Texas SHPO shall forward the Request for Certification and Certification Agreement to the NPS with a recommendation for certification. The NPS shall make the final certification decision. The local government shall become a Certified Local Government (CLG) upon receipt of written notice from the NPS, completing the certification process.

(g) Annual requirements for Certified Local Governments for participation in Program. All annual requirements for participation and Program procedures are found in the Texas SHPO's Certified Local Government Preservation Handbook (Handbook), which shall be provided to each CLG upon its certification into the Program.

(1) The Texas SHPO shall provide a 60-day period for all CLGs to comment on any proposed significant changes or amendments to the Handbook, keep a record of its consultation process, and follow the procedures outlined in the HPF grant manual.

(2) Written notification from the Texas SHPO to the CLGs is sufficient for minor changes, technical corrections and amendments to the Handbook.

(h) Monitoring and evaluating CLG performance. The Texas SHPO shall monitor the performance of each CLG on an on-going basis to assure that CLGs fulfill their responsibilities in accordance with the requirements found in the Handbook and the terms of the Certification Agreement. In addition the performance of the CLG shall be reviewed by the Texas SHPO on the basis of recognized standards for historic preservation activities. These standards shall include but not be limited to the Secretary of the Interior's Standards and Guidelines for Archeology and Historic Preservation; National Register criteria for evaluation in reviewing the local government's role in the National Register Program; state survey grant requirements in assessing the local government's execution of the survey requirement of the CLG regulations;

and the Secretary of the Interior's Standards for the Treatment of Historic Properties in considering the local government's role in overseeing work to locally designated landmarks and districts. Evaluation of the performance of the CLG shall include the ability to maintain an adequate and qualified commission as called for in (e)(2) above with all commission members having a demonstrated interest, competence, or knowledge in historic preservation.

(1) The Texas SHPO shall conduct a full evaluation of each CLG no less than once every four years. Written procedures and standards for evaluating CLG performance in program operation and administration shall be included in the Certification Agreement and in the Handbook.

(2) The Texas SHPO shall promptly notify the CLG in writing of the results of the evaluation and must maintain written records for all evaluations.

(3) If the performance of a CLG is unsatisfactory, the Texas SHPO shall suggest ways the CLG can improve its performance and stipulate a time frame in which the improvements are to be made.

(i) Decertification. If the Texas SHPO determines that a CLG has not complied with the terms of the Certification Agreement, and/or has not improved sufficiently within a reasonable stipulated time frame as recommended during the monitoring process, the Texas SHPO must notify the CLG in writing of its intent to recommend decertification to the NPS. During the decertification process:

(1) The Texas SHPO may begin procedures for the suspension and termination of financial assistance to that local governmental entity in accordance with the HPF grants manual.

(2) Recertification shall not be permitted until all previously identified inadequacies have been addressed to the satisfaction of the Texas SHPO, and a demonstrated effort has been made by the local government to strengthen local preservation efforts above and beyond previous attempts.

(j) Funds for Certified Local Governments. The Act provides that at least 10 percent of the Texas SHPO's annual HPF allocation be made available in the form of sub grants to CLGs to provide financial assistance for local activities associated with the identification, evaluation, designation, and protection of historic and prehistoric properties. Although each CLG is eligible to receive funds from this allocation, there is no requirement that funds be awarded to all local governments that are eligible. All procedures, terms and conditions for application to receive a sub grant as part of the Program shall be found in the Handbook.

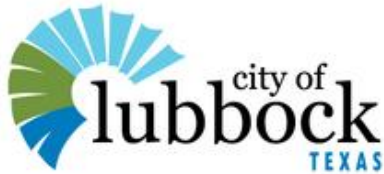
8/22/11

Texas Historical Commission
P.O. Box 12276
Austin, TX 78711-2276
512.463.6100
fax 512.475.4872
thc@thc.state.tx.us



TEXAS HISTORICAL COMMISSION
real places telling real stories

www.thc.state.tx.us



Regular City Council Meeting

5. 31.

Meeting Date: 11/08/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3126-A Consider Ordinance 2012-O0123 of Hugo Reed and Associates, on behalf of Prestwick, LLC, for a zoning change from GO and T to IHI on 8.3 acres of unplatted land, out of Block AK, Section 20, approximately the 6100 Block of 130th Street.

Item Summary

On October 25, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone a strip of property adjacent to FM 1585 (130th Street) from Garden Office (GO) to Interstate Industrial (IHI) with a number of restrictions.

Proposed Land Use:

The proposal presents an interesting perspective in terms of land use. The applicant is the developer of the Prestwick Addition. The project will have residential to the north of the strip of proposed, clean industrial uses.

Adjacent Land Uses:

North: Residential, Zoned T, single family is the only permitted use

South: Vacant or existing farmland, Zoned T, Transitional

East: Commercial, Zoned C-3, general retail, meets the standard 10 acres of commercial at thoroughfare corners

West: Residential, Zoned A-2, high density apartments

Planning and Zoning (P&Z) Public Hearing Notes:

No one other than the applicant appeared during the P&Z meeting.

Impact on the Comprehensive Land Use Plan (CLUP):

The request presents a minor amendment to the CLUP, in that the proposed industrial replaces a buffer district (Garden Office) along an established Farm-to-Market Highway. As part of an annexation in 1999 that brought five miles of FM 1585 into the City Limits, a considerable number of heavier commercial and industrial uses were inherited along that thoroughfare. The unique part of this discussion, with regard to the CLUP, is policy, which is to have a single family or a buffer district between mile intersections and the actual uses and probable future uses along the Farm-to-Market Highway. The developer, in this request, is constructing a warehouse-related development between Slide Road and Frankford on the south side of FM 1585, outside the city limits, in the same manner he is requesting this parcel. That project to the east is not in the City Limits and not subject to zoning. But the with existing uses and the new industrial development beyond the control of the City, a type of land use is occurring not generally present in the discussion of any other major thoroughfares. West 82nd Street would be the only comparison of the land uses inherited during annexation.

The applicant discussed with the staff a process of limiting the actual uses on the parcel to industrial activities with an IHI design criteria (a better looking front), no outside storage, and an elimination of uses in the commercial districts (C-2A, C-2, C-3), with several automotive uses included from C-4. The applicant is seeking an area similar to his development to the east noted above, with the desire to service light industrial or fabrication business

locations and move any of the C uses to the corner where C-3 zoning already exists. The objective would be to have reduced traffic and large lots with a clean industrial atmosphere that will buffer the interior of the Prestwick Subdivision. To the west of the A-2 church tract is the new City soccer complex. North of the apartment tract is a parcel purchased by Cooper Independent Schools. The developer has been working to buffer the residential portion of the subdivision from the soccer/baseball complex.

The fact that non-traditional thoroughfare uses exist along FM 1585 or, will tend to be requested in the future, is the strongest asset of the zone case. The strongest deficit is whether the CLUP, and particularly the adjacent land uses, are in concert with the proposal. The CLUP has the flexibility to consider variables related to location, topography, adjacent uses and compatibility for any proposed zone case.

Traffic access will be controlled by the Texas Department of Transportation, and vehicle traffic will most probably be neutral or less than a comparable amount of Garden Office establishments.

The request is certainly a test of the traditional considerations or policies of the Comprehensive Land Use Plan, and the staff supported the request, subject to considering the proposal a test only relative to FM 1585.

P&Z Commission Recommendation:

The P&Z recommends that the parcel be zoned Interstate Industrial subject to three conditions:

1. Any permitted uses within the IHC, C-2A, C-2, C-3 Districts may be as an accessory use within the permitted IHI uses proposed by this Ordinance. No exterior signage shall relate to the accessory use other than identifying a retail outlet, show room or ‘city desk’ for the primary use within the building.

2. From the IHC District, the following uses shall be permitted as free-standing:

(2) Agriculture implement and tractor sales and service (totally within a building).

(3) Ambulance service.

(4) Automobile body shops, outside storage limited to customer vehicles only.

(5) Automobile brake shop.

(6) Automobile glass shop.

(7) Automobile seat cover and upholstery shop.

(8) Automobile transmission shop.

(9) Automobile and recreational vehicles sales and service (may include a body and paint shop, as an accessory use). Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted, subject to the regulations of this district.

(11) Boat and boat trailer sales and service. Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.

(36) Laboratory, chemical, general analysis.

(39) Lumber yard, with no mill. All materials must be in a building.

(56) Road machinery sales and service (totally within a building).

(59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

3. Permitted IHI uses with the provision of NO outside storage or stack of goods and/or materials (The uses requested to be eliminated from IHI by the applicant include (9) bus terminal; (45) produce market; (53) stack lot; (60) bus terminal maintenance facility and (61) truck stop):

(2) Aluminum products, fabrication of.

(3) Armature winding.

(4) Bakery—Commercial.

(5) Blacksmithing or horseshoeing. (Business permitted outside of building).

(6) Bottling works.

(7) Broom manufacturing.

(8) Building materials, storage.

(10) Cabinet or carpentry shop.

(11) Candle manufacturing.

(12) Carpet cleaning.

- (13) Cheese manufacturing.
- (14) Clothing manufacturing.
- (15) Cold storage plant.
- (16) Commercial schools, including mechanical and trade.
- (17) Contractor plant or storage yard.
- (18) Creamery and dairy products manufacturing.
- (19) Egg storage, candling or processing plant.
- (20) Electronic components assembly.
- (21) Feed store.
- (22) Fruit and vegetable canning or preserving manufacture, not otherwise classified.
- (23) Glassblowing.
- (24) Ice cream manufacturing.
- (25) Ice manufacturing and bulk dry ice storage.
- (26) Insulation applicator.
- (27) Irrigation sales and services, including pumps and equipment. (Business permitted outside of building).
- (28) Laboratory, physical testing.
- (29) Lumber yard. (Business permitted outside of building).
- (30) Machine shop.
- (31) Mattress manufacture or renovation.
- (32) Meat processing plant, with no slaughter.
- (33) Mini-warehouses.
- (34) Mobile home manufacturing.
- (35) Mobile home storage.
- (36) Monument manufacture.
- (37) Moving, storage, packing, manufacturing and crating of household goods.
- (38) Ornamental iron works.
- (39) Paper box and paper products manufacture.
- (40) Pharmaceutical manufacture.
- (41) Planing mill.
- (42) Plumbing, heating, refrigeration, or air-conditioning business.
- (43) Prefabricated or ready-built house or portable building manufacturing and sales. (Business permitted outside of building).
- (44) Printing plant and/or newspaper.
- (46) Pump sales and service.
- (47) Rental store, heavy equipment and trailers only. (Business permitted outside of building).
- (48) Roofing contractor's shop.
- (49) Sash and door manufacture.
- (50) Sheet metal workshop.
- (51) Sign shop.
- (52) Spray painting.
- (54) Store fixture manufacturing.
- (55) Swimming pool, commercial or sales. (Business permitted outside building).
- (56) Tire recapping and vulcanizing.
- (57) Trailer or camper manufacture.
- (58) Trailer and truck rental utility. (Business permitted outside of building).
- (59) Truck or railway freight terminal depot or station.
- (62) Warehouse.
- (63) Welding equipment and supplies (acetylene).
- (64) Welding shop.
- (65) Antennas, towers or alternative tower structures other than a radio, television or microwave broadcasting or transmission facilities approved by the planning department pursuant to the standards of administrative review provided by section 29-30(b)(8) [40.02.002(h)] herein. However, antennas or towers located on property owned by a federal, state or local government entity shall be exempt from the requirements of this chapter, provided a license, contract or lease authorizing such antenna or tower has been approved by the governing authority of the applicable governmental entity.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone 3126-A

Case 3126-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3126-A**; A ZONING CHANGE FROM **GO AND T** TO **IHI** ZONING DISTRICT ON **8.3 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 20**, 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. 3126-A

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO and T** to **IHI** zoning district on **8.3**

acres of unplatted land out of Block AK, Section 20, City of Lubbock, Lubbock County, Texas located at 6100 Block of 130th Street, subject to conditions and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit “A”.

SUBJECT TO THE FOLLOWING CONDITIONS:

1. Any permitted uses within the IHC, C-2A, C-2, and C-3 Districts may be an accessory use within the permitted IHI uses proposed by this Ordinance. No exterior signage shall relate to the accessory use other than identifying a retail outlet, show room or “city desk” for the primary use within the building.
2. From the IHC District, the following uses shall be permitted as free-standing:
 - (2) Agriculture implement and tractor sales and service (totally within a building).
 - (3) Ambulance service.
 - (4) Automobile body shops, outside storage limited to customer vehicles only.
 - (5) Automobile brake shop.
 - (6) Automobile glass shop.
 - (7) Automobile seat cover and upholstery shop.
 - (8) Automobile transmission shop.
 - (9) Automobile and recreational vehicles sales and service (may include body and paint shop, as accessory use). Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.
 - (11) Boat and boat trailer sales and service. Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.
 - (36) Laboratory, chemical, general analysis.
 - (39) Lumber yard, with no mill. All materials must be in a building.
 - (56) Road machinery sales and service (totally within a building).
 - (59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

3. Permitted IHI uses with the provision of NO outside storage or stack of goods and/or materials [The uses requested to be eliminated from IHI by the applicant include (9) bus terminal; (45) produce market; (53) stack lot; (60) bus terminal maintenance facility and (61) truck stop]:

- (2) Aluminum products, fabrication of.
- (3) Armature winding.
- (4) Bakery–Commercial.
- (5) Blacksmithing or horseshoeing. (Business permitted outside of building).
- (6) Bottling works.
- (7) Broom manufacturing.
- (8) Building materials, storage.
- (10) Cabinet or carpentry shop.
- (11) Candle manufacturing.
- (12) Carpet cleaning.
- (13) Cheese manufacturing.
- (14) Clothing manufacturing.
- (15) Cold storage plant.
- (16) Commercial schools, including mechanical and trade.
- (17) Contractor plant or storage yard.
- (18) Creamery and dairy products manufacturing.
- (19) Egg storage, candling or processing plant.
- (20) Electronic components assembly.
- (21) Feed store.
- (22) Fruit and vegetable canning or preserving manufacture, not otherwise classified.
- (23) Glassblowing.
- (24) Ice cream manufacturing.
- (25) Ice manufacturing and bulk dry ice storage.
- (26) Insulation applicator.

- (27) Irrigation sales and services, including pumps and equipment. (Business permitted outside of building).
- (28) Laboratory, physical testing.
- (29) Lumber yard. (Business permitted outside of building).
- (30) Machine shop.
- (31) Mattress manufacture or renovation.
- (32) Meat processing plant, with no slaughter.
- (33) Mini-warehouses.
- (34) Mobile home manufacturing.
- (35) Mobile home storage.
- (36) Monument manufacture.
- (37) Moving, storage, packing, manufacturing and crating of household goods.
- (38) Ornamental iron works.
- (39) Paper box and paper products manufacture.
- (40) Pharmaceutical manufacture.
- (41) Planing mill.
- (42) Plumbing, heating, refrigeration, or air-conditioning business.
- (43) Prefabricated or ready-built house or portable building manufacturing and sales. (Business permitted outside of building).
- (44) Printing plant and/or newspaper.
- (46) Pump sales and service.
- (47) Rental store, heavy equipment and trailers only. (Business permitted outside of building).
- (48) Roofing contractor's shop.
- (49) Sash and door manufacture.
- (50) Sheet metal workshop.
- (51) Sign shop.
- (52) Spray painting.

- (54) Store fixture manufacturing.
- (55) Swimming pool, commercial or sales. (Business permitted outside building).
- (56) Tire recapping and vulcanizing.
- (57) Trailer or camper manufacture.
- (58) Trailer and truck rental utility. (Business permitted outside of building).
- (59) Truck or railway freight terminal depot or station.
- (62) Warehouse.
- (63) Welding equipment and supplies (acetylene).
- (64) Welding shop.
- (65) Antennas, towers or alternative tower structures other than a radio, television or microwave broadcasting or transmission facilities approved by the planning department pursuant to the standards of administrative review provided by section 29-30(b)(8) [40.02.002(h)]. However, antennas or towers located on property owned by a federal, state or local government entity shall be exempt from the requirements of this chapter, provided a license, contract or lease authorizing such antenna or tower has been approved by the governing authority of the applicable governmental entity

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

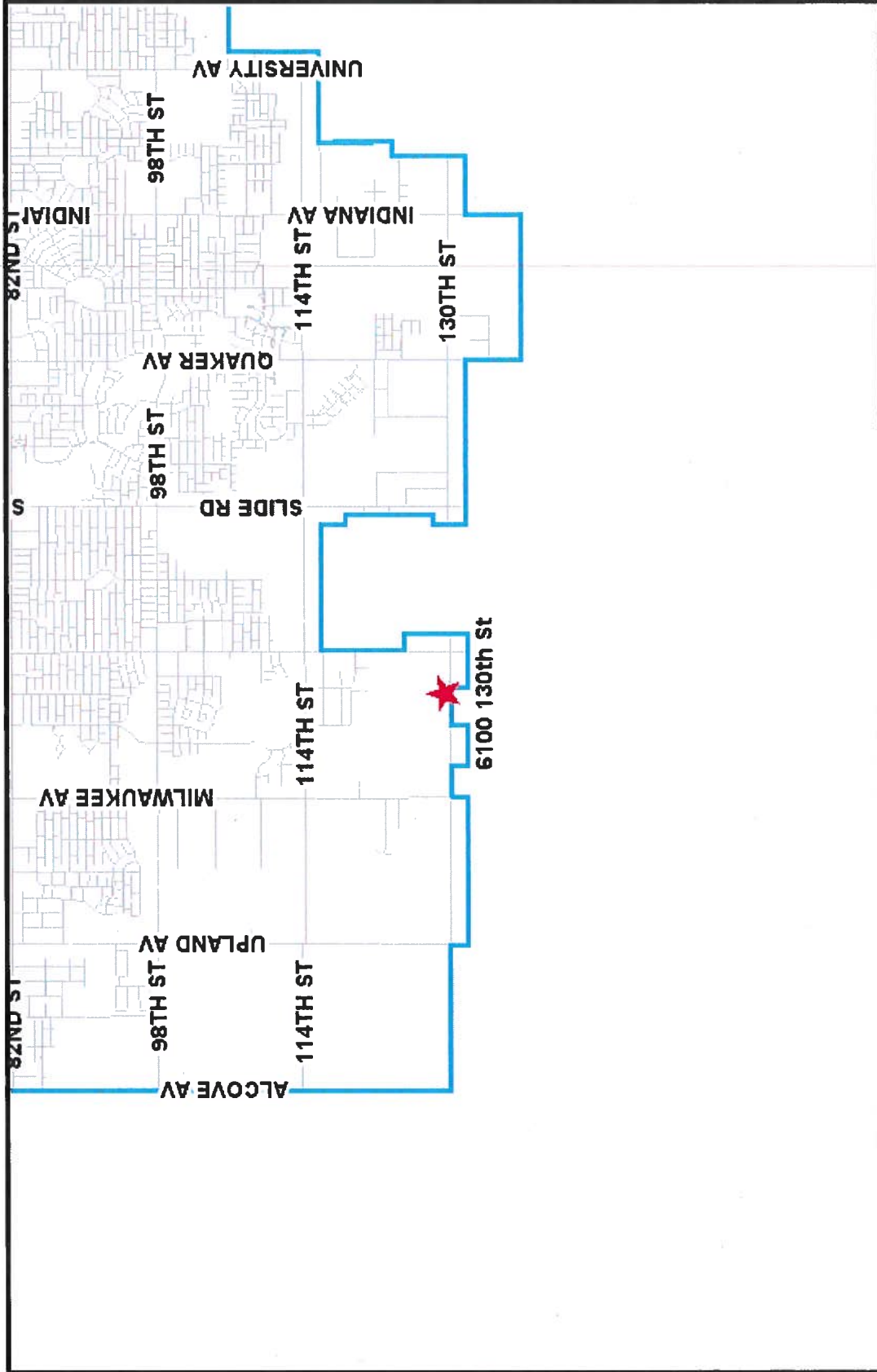
APPROVED AS TO CONTENT:

Randy Henson
Randy Henson, Director of Planning

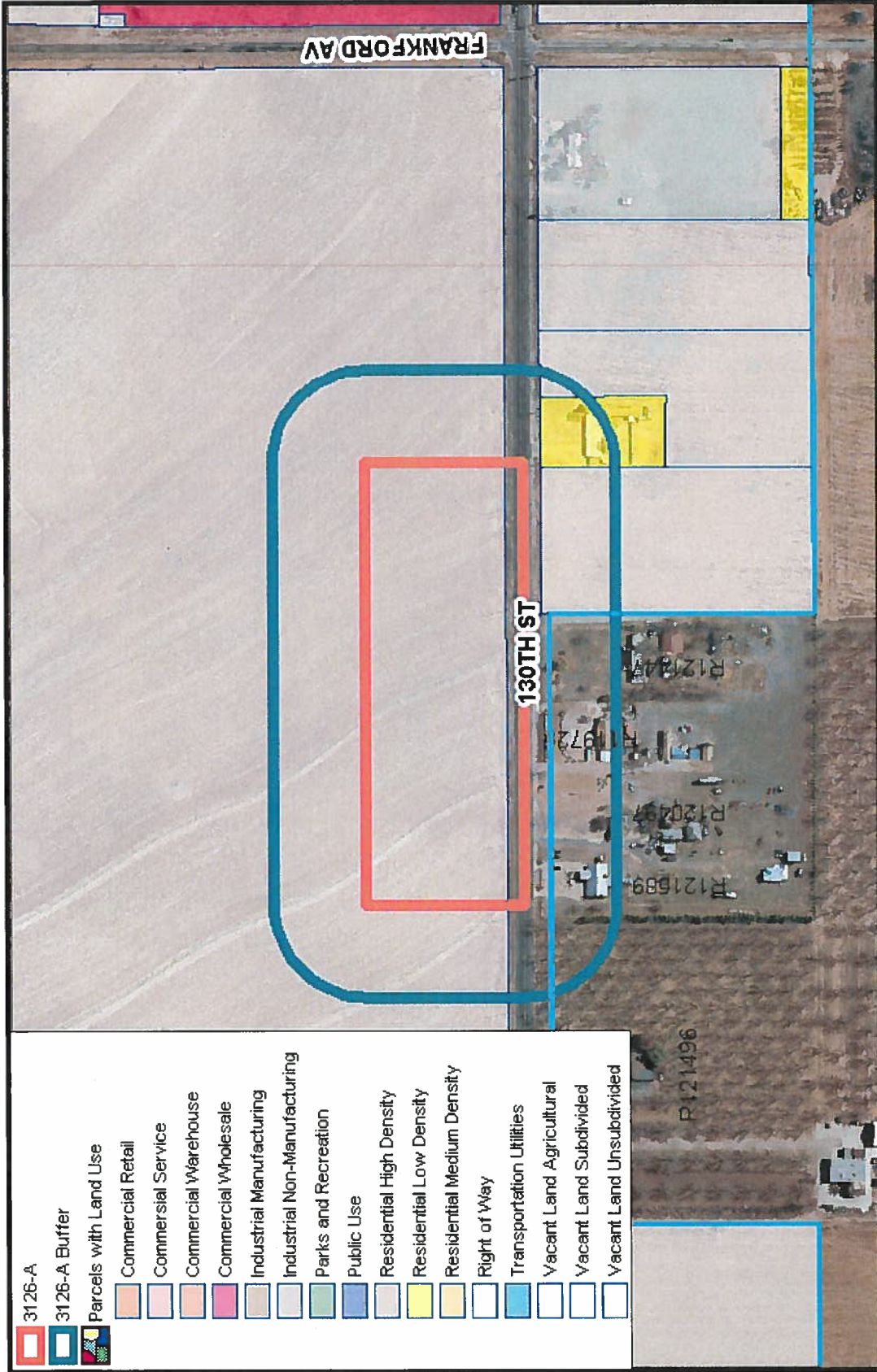
APPROVED AS TO FORM:

for Chad Weaver
Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc3126-A
October 4, 2012

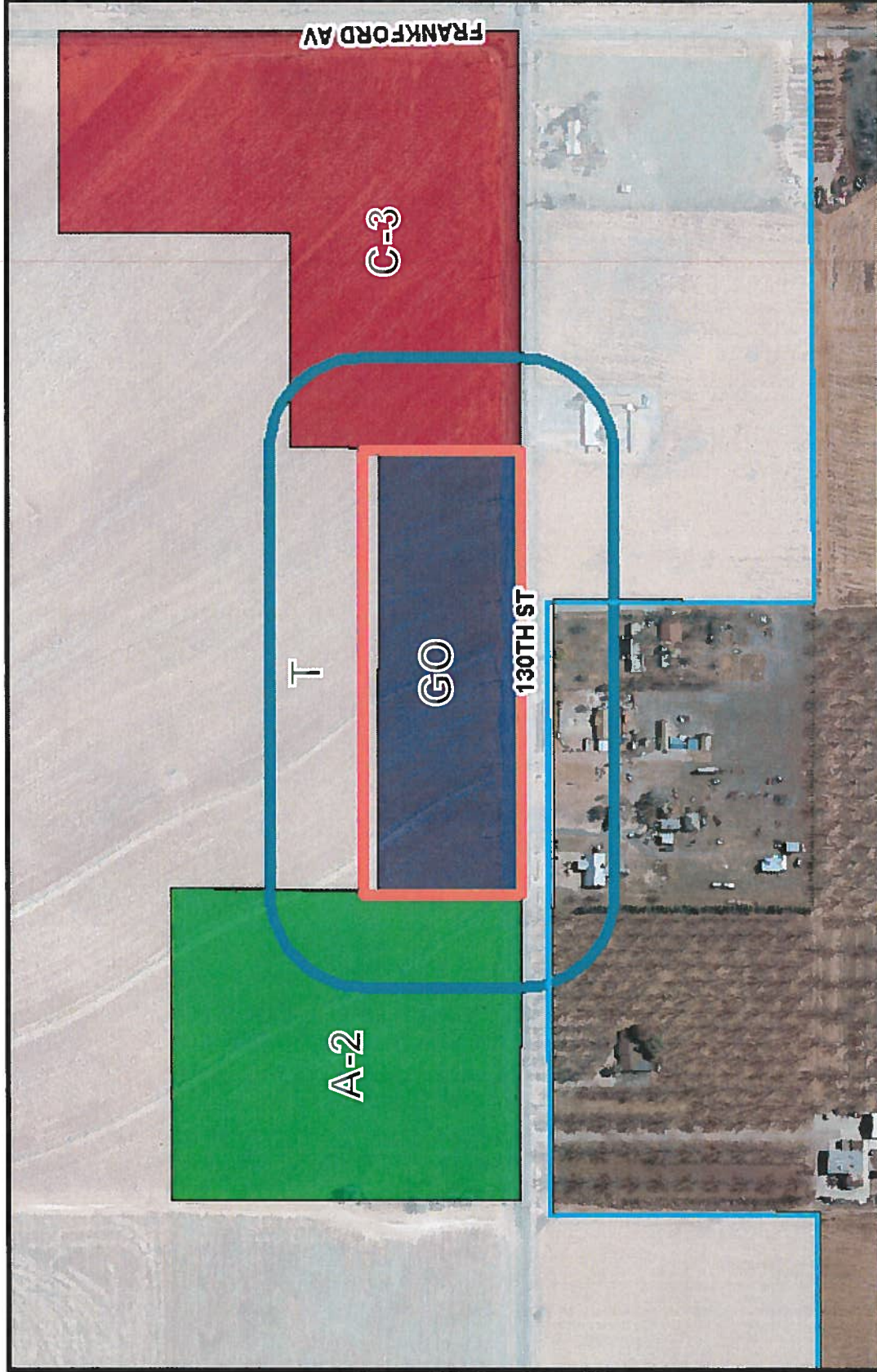


P.Z.C. Case 3126-A

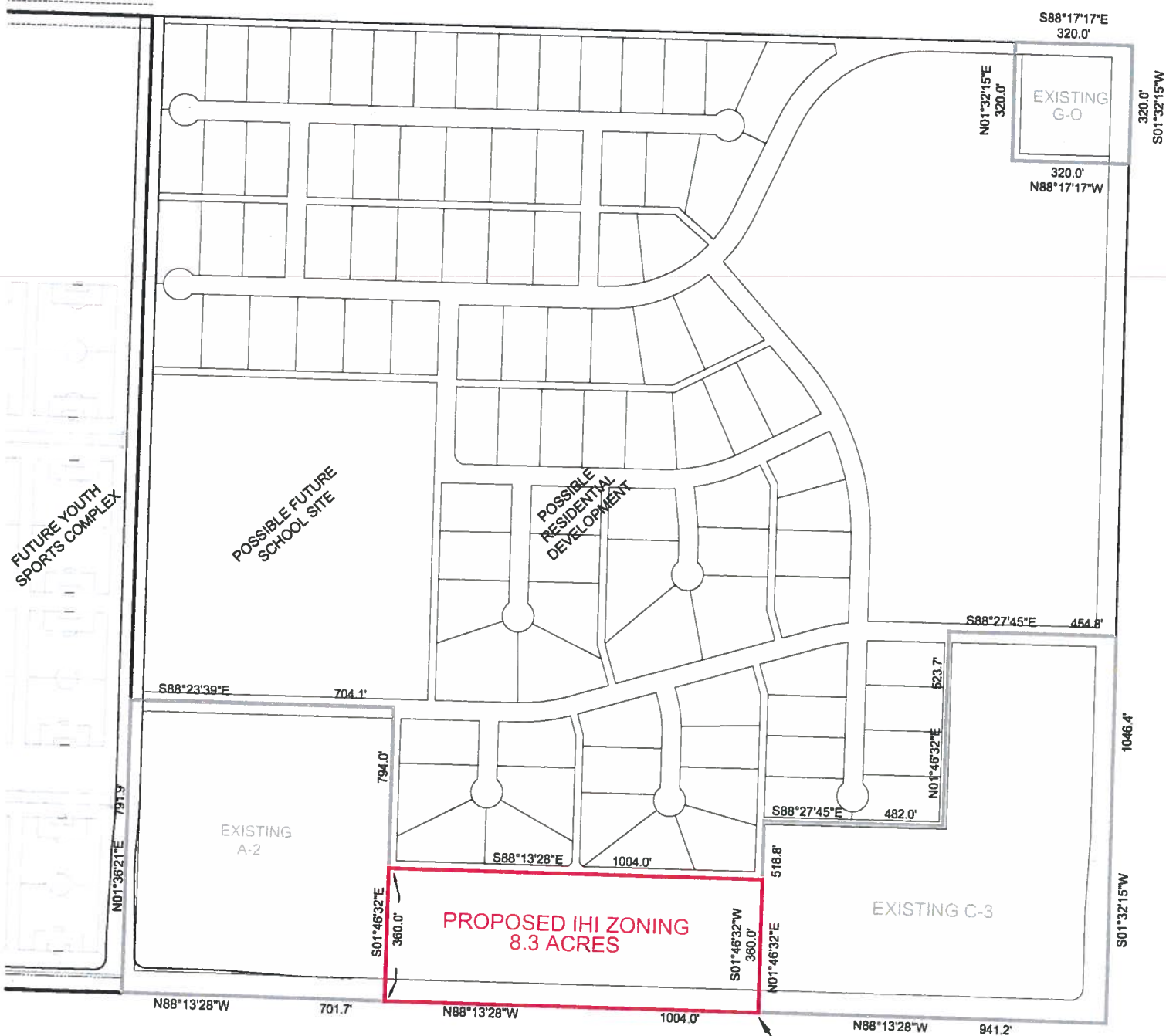


P.Z.C. Case 3126-A

Request of Hugo Reed and Associates (for Prestwick, LLC) for a zoning change from GO and T to IHI, approximately the 6100 Block of 130th Street



P.Z.C. Case 3126-A Zoning



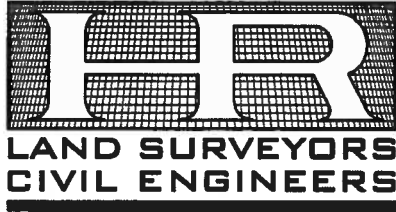
THIS POINT BEARS N88°13'28"W APPROXIMATELY 941.2' FROM THE SE CORNER OF SECTION 20, BLOCK AK

September 5, 2012



Not to Scale

HR HUGO REED AND ASSOCIATES, INC.
 LAND SURVEYORS
 CIVIL ENGINEERS
 1601 AVENUE N
 LUBBOCK, TEXAS 79401
 TEXAS LICENSED SURVEYING FIRM 100876-00
 TEXAS REGISTERED ENGINEERING FIRM F-760
 PHONE: 806 / 763-5642
 FAX: 806 / 763-3891



HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-8642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

Proposed IHI Zoning

METES AND BOUNDS DESCRIPTION for a zone description of an approximately 8.3 acre tract of land located in Section 20, Block AK, Lubbock County, Texas being further described as follows:

BEGINNING at a point in the South line of Section 20, Block AK, Lubbock County, Texas, which bears N. 88°13'28" W., approximately 941.2 feet from the Southeast corner of said Section 20, Block AK;

THENCE N. 88°13'28"W., along the South line of said Section 20, an approximate distance of 1004.0 feet to a point;

THENCE N. 01°46'32" W., an approximate distance of 360.0 feet to a point;

THENCE S. 88°13'28" E., an approximate distance of 1004.0 feet to a point;

THENCE S. 01°46'32" W., an approximate distance of 360.0 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE REQUEST ONLY, DOES NOT REPRESENT AN ACTUAL SURVEY

Prepared for Rex Robertson, September 4, 2012

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.



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 Prestwick, LLC
17103 Preston Road, Suite 225
Street/Post Office Box
Dallas, Texas 75248
City State Zip
214-850-8838
Telephone

Location or Address: Section 20, Block AK

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: GO and T

Acreage or Square Footage of Property: 8.3 acres

Zoning Requested: IHI

Proposed Development: Unspecified

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holman
Applicant's Signature

September 5, 2012
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: \$499 (Prestwick, LLC # 5015)
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for non-profit)

Receipt 20728 CK # 5015 For City Use Only M+B MAP 42
Zone Case No.: 3126-A Agenda No.: E2
Request for zoning change from: GO, T To: IHI

8.3 acres of unplatted land out of Block AK Section 20

on Lot(s):
Subdivision:

Block(s):
Address: approximately the 6100 Block of 130th St

IHI

2

Subject to the following conditions:

1. Any accessory use that are permitted uses within the IHC, C-2A, C-2, C-3 Districts as an accessory use within the permitted IHI uses proposed by this Ordinance. No exterior signage shall relate to the accessory use other than identifying a retail outlet, show room or "city desk" for the primary use within the building.
2. From the IHC District, the following uses shall be permitted as free-standing:
 - (2) Agriculture implement and tractor sales and service (totally within a building).
 - (3) Ambulance service.
 - (4) Automobile body shops, outside storage limited to customer vehicles only.
 - (5) Automobile brake shop.
 - (6) Automobile glass shop.
 - (7) Automobile seat cover and upholstery shop.
 - (8) Automobile transmission shop.
 - (9) Automobile and recreational vehicles sales and service (may include body and paint shop, as accessory use). Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.
 - (11) Boat and boat trailer sales and service. Outside display in conjunction with the on premises sale or rental of automobiles shall be permitted subject to the regulations of this district.
 - (36) Laboratory, chemical, general analysis.
 - (39) Lumber yard, with no mill. All materials must be in a building.
 - (56) Road machinery sales and service (totally within a building).

(59) Sign shops, limited to window lettering, painted wall signs, banners and desk signs.

3. Permitted IHI uses with the provision of no outside storage or stack of goods and/or materials:

- (2) Aluminum products, fabrication of.
- (3) Armature winding.
- (4) Bakery–Commercial.
- (5) Blacksmithing or horseshoeing. (Business permitted outside of building).
- (6) Bottling works.
- (7) Broom manufacturing.
- (8) Building materials, storage.
- bv (10) Cabinet or carpentry shop.
- (11) Candle manufacturing.
- (12) Carpet cleaning.
- (13) Cheese manufacturing.
- (14) Clothing manufacturing.
- (15) Cold storage plant.
- (16) Commercial schools, including mechanical and trade.
- (17) Contractor plant or storage yard.
- (18) Creamery and dairy products manufacturing.
- (19) Egg storage, candling or processing plant.
- (20) Electronic components assembly.
- (21) Feed store.

(22) Fruit and vegetable canning or preserving manufacture, not otherwise classified.

(23) Glassblowing.

(24) Ice cream manufacturing.

(25) Ice manufacturing and bulk dry ice storage.

(26) Insulation applicator.

(27) Irrigation sales and services, including pumps and equipment. (Business permitted outside of building).

(28) Laboratory, physical testing.

(29) Lumber yard. (Business permitted outside of building).

(30) Machine shop.

(31) Mattress manufacture or renovation.

(32) Meat processing plant, with no slaughter.

(33) Mini-warehouses.

(34) Mobile home manufacturing.

(35) Mobile home storage.

(36) Monument manufacture.

(37) Moving, storage, packing, manufacturing and crating of household goods.

(38) Ornamental iron works.

(39) Paper box and paper products manufacture.

(40) Pharmaceutical manufacture.

(41) Planing mill.

(42) Plumbing, heating, refrigeration, or air-conditioning business.

(43) Prefabricated or ready-built house or portable building manufacturing and sales. (Business permitted outside of building).

- (44) Printing plant and/or newspaper.
- (46) Pump sales and service.
- (47) Rental store, heavy equipment and trailers only. (Business permitted outside of building).
- (48) Roofing contractor's shop.

- (49) Sash and door manufacture.
- (50) Sheet metal workshop.
- (51) Sign shop.
- (52) Spray painting.
- (53) Stack lot.
- (54) Store fixture manufacturing.
- (55) Swimming pool, commercial or sales. (Business permitted outside building).
- (56) Tire recapping and vulcanizing.
- (57) Trailer or camper manufacture.
- (58) Trailer and truck rental utility. (Business permitted outside of building).
- (59) Truck or railway freight terminal depot or station.
- (62) Warehouse.
- (63) Welding equipment and supplies (acetylene).
- (64) Welding shop.
- (65) Antennas, towers or alternative tower structures other than a radio, television or microwave broadcasting or transmission facilities approved by the planning department pursuant to the standards of administrative review provided by section 29-30(b)(8) [40.02.002(h)] herein. However, antennas or towers located on property owned by a federal, state or local government entity shall be exempt from the requirements of this chapter, provided a license, contract or lease authorizing such antenna or tower has been approved by the governing authority of the applicable governmental entity

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.: 3126-A

In Favor of

Opposed

Reasons and/or Comments:

I don't want to live in a warehouse - manufacturing district, any more than I already am.

RECEIVED

OCT 05 REC'D

PLANNING DEPARTMENT

Print Name

Tommye Noble H

Signature:

Tommye Noblett

Address:

5901 130th

Address of Property Owned:

Lubbock, TX 79424



Regular City Council Meeting

5. 32.

Meeting Date: 11/08/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 2104-I Consider an Ordinance 2012-00124 of JDMA (for Rick's Tire Warehouse) for a zoning change from C-2 to C-3 for a tire and wheel shop on Lots D-3 through D-5, Woodland Park Addition, 7819 Slide Road.

Item Summary

On October 25, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone the proposed property at 7819 Slide Road from C-2 (Local Retail District) to C-3 (General Retail District) for a tire and wheel shop.

Proposed Land Use:

The proposal is to renovate the existing vacant building and use it for a tire and wheel shop. The proposed use should not have a major impact on traffic in the vicinity and should not be a detriment to the surrounding properties.

Adjacent Land Uses:

North: Commercial, Zoned C-2

South: Commercial, Zoned C-2

East: Commercial, Zoned GO

West: Commercial, Zoned C-3

Planning and Zoning (P&Z) Public Hearing Notes:

No one other than the applicant appeared during the P&Z hearing.

Impact on the Comprehensive Land Use Plan (CLUP):

The proposal is consistent with the CLUP. The current designation is Commercial which is consistent with the proposed zone change to C-3. The staff and P&Z discussed with the applicant a design element; that the bay doors of the business not face Slide Road.

P&Z Commission Recommendation:

The P&Z recommends approval with the following condition:

1. The bay doors will not face Slide Road.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 2104-I

Case 2104-I

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. 2104-I**; A ZONING CHANGE FROM C-2 TO C-3 ZONING DISTRICT **FOR A TIRE AND WHEEL SHOP ON LOTS D-3 THROUGH D-5, WOODLAND PARK ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 2104-I

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from C-2 to C-3 zoning district **for a tire and wheel shop on Lots D-3 through D-5, Woodland Park Addition**, City of Lubbock, Lubbock County, Texas located at **7819 Slide Road**, subject to conditions and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

- 1. THAT bay doors will not face Slide Road.**

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:

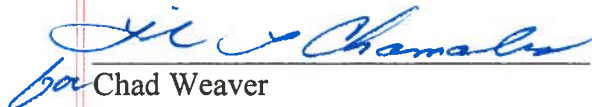
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



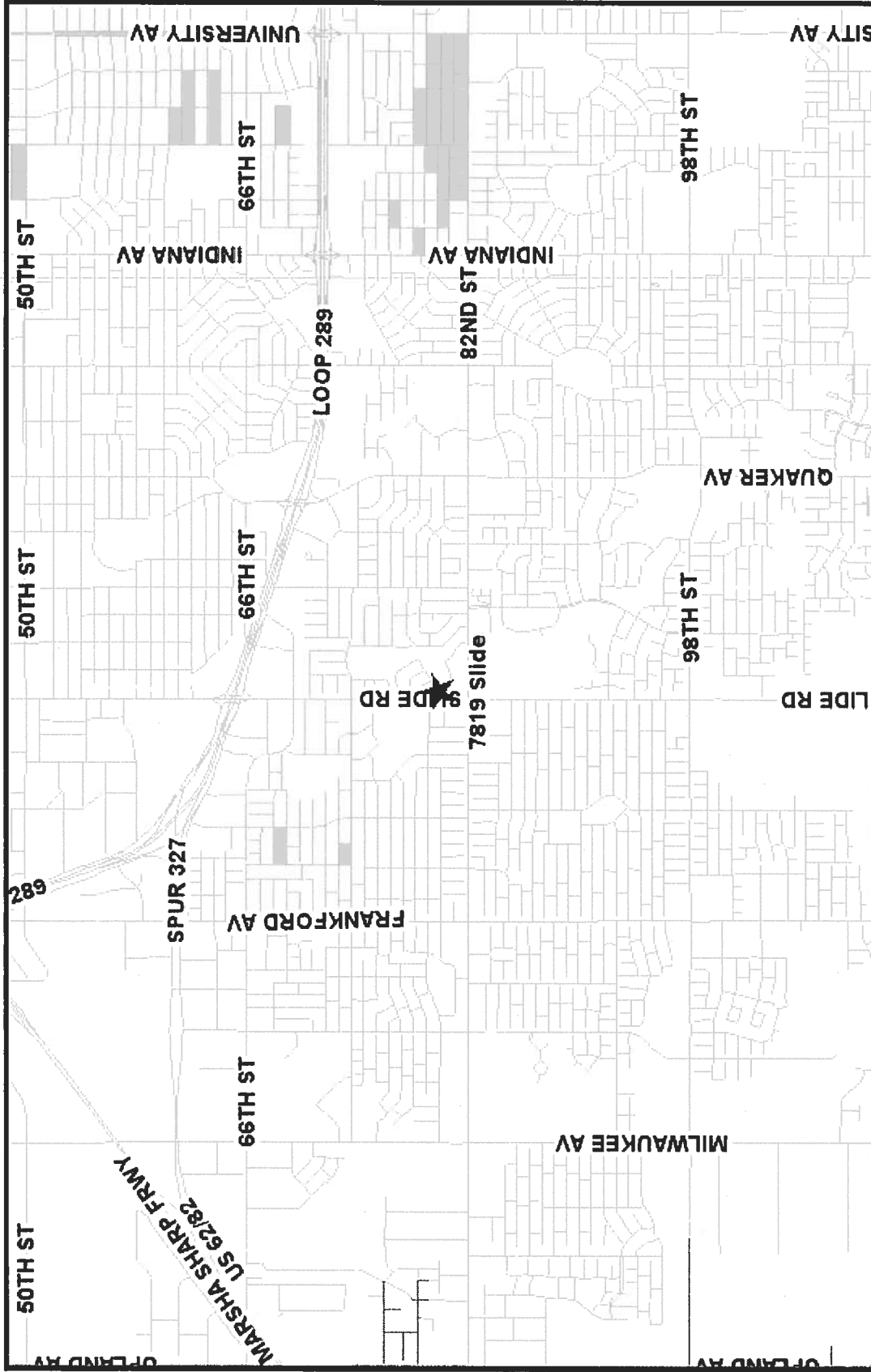
Randy Henson, Director of Planning

APPROVED AS TO FORM:

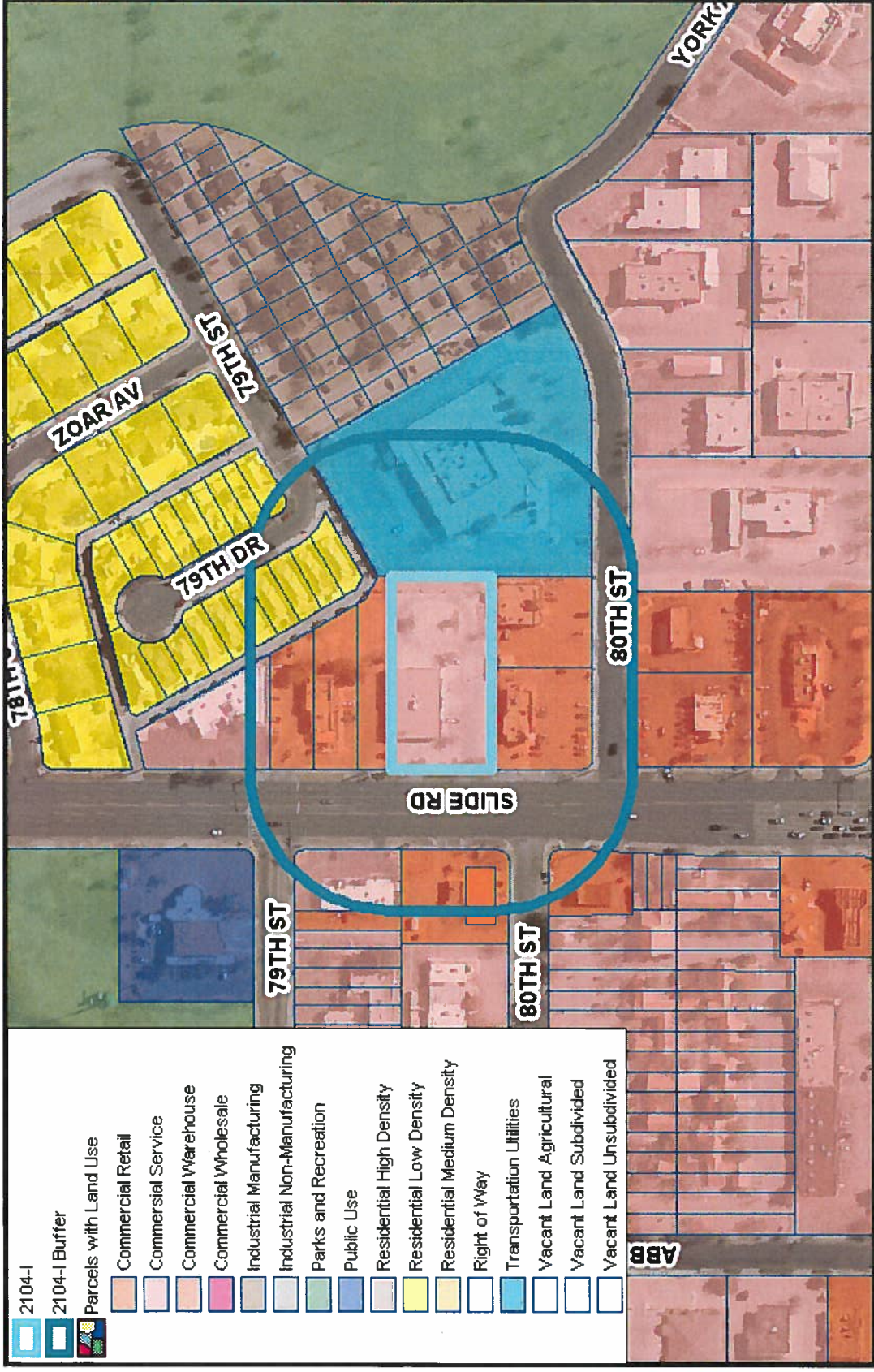


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/zc2104-1
October 4, 2012

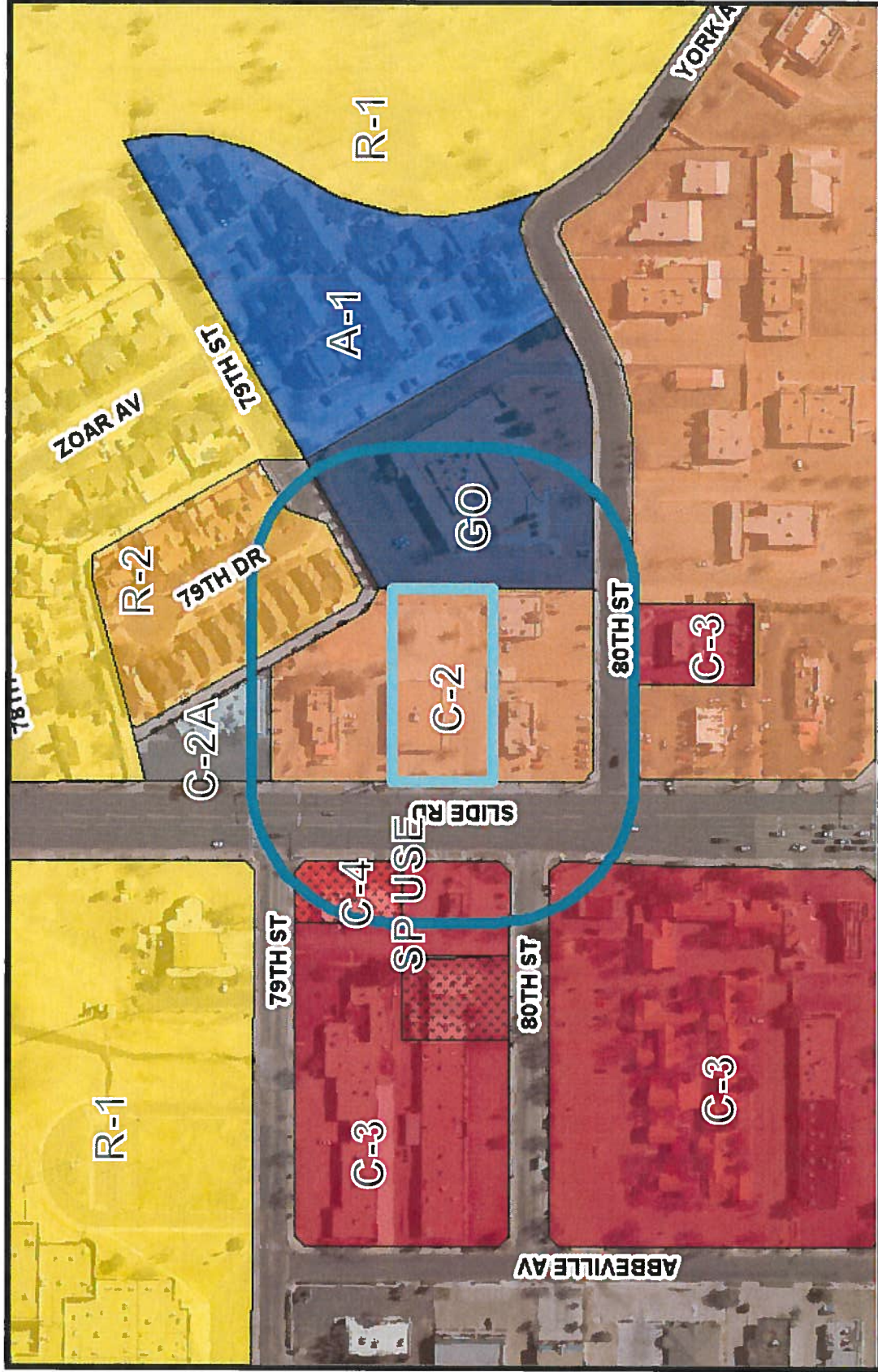


P.Z.C. Case 2104-I



P.Z.C. Case 2104-I

Request of JDMA (for Rick's Tire Warehouse) for a zoning change from C-2 to C-3 for a tire and wheel shop, 7819 Slide Road



P.Z.C. Case 2104-I Zoning

City of Lubbock



- A House Number
- Parcels
- County Parcels
- ▣ City Road
- ▣ State Road
- ▣ City Limit
- ▣ County Line
- ⊕ Aerial 2010



200 m

1 : 3200

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the

14:02 9/11/2012

Land Value \$267,188.00	STRUCT Value \$645,317.00	ASSESSED Value \$912,505.00	BaseMap: 063
GEO#: 9523000004000030000	PIN#: 71030	Address	Land SQ FT: 42,750.00
OWNER	RNUM: R58546	7819 SLIDE RD Lubbock, TX	CEN BLK: :0602
B & G VILLA PROPERTIES LL 3415 73RD ST LUBBOCK TX 79423	OWNERSHIP: PRIVATE	LEGAL: WOODLAND PARK L D-3 D-4 & D-5 LUB	CEN TRACT: 01804
PLAN UNIT: 063	TAZ: 0151	GUC: C-S	CEN GRP: 0600
STR # 133834	TOT FL AREA	LAND AREA	# OF FLOORS
YR BLT: 0	35262	0.00	0.00
PARKING: 34	USE CODE	STR ADDR	STR NAME
DET BLD: 0	C-S 4600	Lubbock, TX	VIDEO PARKING
PARKING LOT RETAIL AND COMMERCIAL			
STR # 160206	TOT FL AREA	LAND AREA	# OF FLOORS
YR BLT: 1996	7488	7,488.00	1.00
PARKING: 0	USE CODE	STR ADDR	STR NAME
DET BLD: 0	C-S 5734	Lubbock, TX	HOLLYWOOD VIDEO
VIDEO & MOVIE RENTAL & SALES			
EST No: 80500	FL AREA: 7488	EST NM: HOLLYWOOD VIDEO	RES Unit #: 0
EST Addr: Lubbock, TX		USE CODE: C-S 5734	



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) JDMA (Alex Gross, AIA)
1402 Ave N
Street/Post Office Box
Lubbock, Tx 79401
City State Zip
(806) 744-4490
Telephone

For Rick's Tire Warehouse
1901 Texas Ave
Street/Post Office Box
Lubbock Tx 79411
City State Zip
(806) 740-0230
Telephone

Location or Address: 7819 Slide Road
Legal Description*: Tracks D-3, D-4 and D-5 of Woodland Park
Existing Land Use: Retail - Vacant Video Store Existing Zoning: C-2
Acreage or Square Footage of Property: 42,750 s.f.
Zoning Requested: C-3 General Retail District

Proposed Development: Renovation of an existing vacant building into a second location of a locally owned tire dealer and wheel shop.

If property is not subdivided, will preliminary plat be submitted? N/A
Applicant's Signature [Signature]
Date 9-6-2012

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

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

Receipt # 20770 CK# 1527 For City Use Only PIN: 71030 MAP 20
Zone Case No.: 2726-A 2104-I Agenda No.: 3
Request for zoning change from: C-2 To: C-3

on Lot(s): D-3, D-4, D-5 Block(s):
Subdivision: Woodland Park Address: 7819 Slide Rd

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.: 2104-I

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
SEP 24 REC'D
PLANNING DEPARTMENT

Print Name Charles BOLTON
Signature: Charles Bolton
Address: Box 3176 Lubbock, TX 79452
Address of Property Owned: 8002 Slide Rd

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

3

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2104-I

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

SEP 27 REC'D

PLANNING DEPARTMENT

Print Name

Greg J. Lanterhip

Signature:

Greg J. Lanterhip

Address:

3415 73rd Lubbock TX. 79423

Address of Property Owned:

7819 Stide Road

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

3

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2104-I

In Favor of

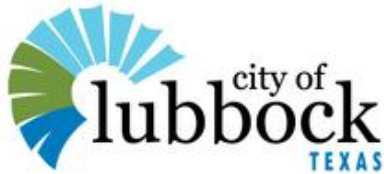
Opposed

Reasons and/or Comments:

Concerned about an auto repair being near office property

RECEIVED
SEP 27 REC'D
PLANNING DEPARTMENT

Print Name Rodger McCuiston
Signature: [Signature]
Address: 7805 Slide Rd
Address of Property Owned: 7805 Slide Rd.



Regular City Council Meeting

5. 33.

Meeting Date: 11/08/2012

Information

Agenda Item

Ordinance 2nd Reading - Planning: Zone Case 3081-A Consider Ordinance 2012-O0125 of Zach Sawyer, on behalf of Clayton Isom, for a zoning change from GO to A-2 Specific Use for apartments on Lots 1 and 2, Block 120, Overton Addition, 1801 Main Street.

Item Summary

On October 25, 2012, the City Council approved the first reading of the ordinance.

Zoning Request:

The request is to zone two lots from Garden Office (GO) to High Density Apartments Specific Use.

Proposed Land Use:

This development is in the far south east corner of the North Overton Redevelopment Area. As a part of the redevelopment of the area along Main Street, reduced setbacks along both streets have been approved to continue the feel of an urban development versus a traditional apartment complex. This layout is consistent with the recent development in the area, although it is on a smaller scale than the large complexes closer to Texas Tech University.

The project has been placed close to the street with limited, but highly visible landscaping in front. The Specific Use proposal is also one parking space short, based on the standard A-2 code.

The corner of the building does encroach into the normally-required twenty-five-foot visibility triangle. In general staff is opposed to any new development extending into the visibility triangle. However, with the on-street parallel parking, and the fact that the north bound traffic on Avenue R stops on the opposite side of the street; the building with the proposed sixteen foot vision triangle may be less of a concern. Staff is working with the applicant to limit the impact on the visibility triangle as much as possible. While the full 25 foot visibility will not be obtainable, the applicant has agreed to adjust the site layout to gain as much as possible.

Adjacent land uses:

- N: Residential, Zoned R-3 high density apartments
- S: Commercial, Zoned C-2, Episcopal Diocese offices
- E: Commercial Zoned CB-2 Central Business -2 across Avenue R
- W: Residential Zoned R-3 high density apartments

Impact on the Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Planning Commission Hearing notes:

No one other than the applicant and the staff appeared during the hearing.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager
P&Z Commission

The Planning and Zoning Commission attached one condition:

1. Tied to the proposed site plan and elevation.

Attachments

Ordinance - Zone Case 3081-A

Zone Case 3081-A

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3081-A**; A ZONING CHANGE FROM **GO** TO **A-2 SPECIFIC USE FOR APARTMENTS**, ON **LOTS 1 AND 2, BLOCK 120, OVERTON 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. 3081-A

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 **A-2 Specific Use for apartments** on **Lots 1 and 2, Block 120, Overton Addition**, City of Lubbock, Lubbock County, Texas, located at **1801 Main Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the change be tied to the proposed site plan and elevations.**

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 **1801 Main Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



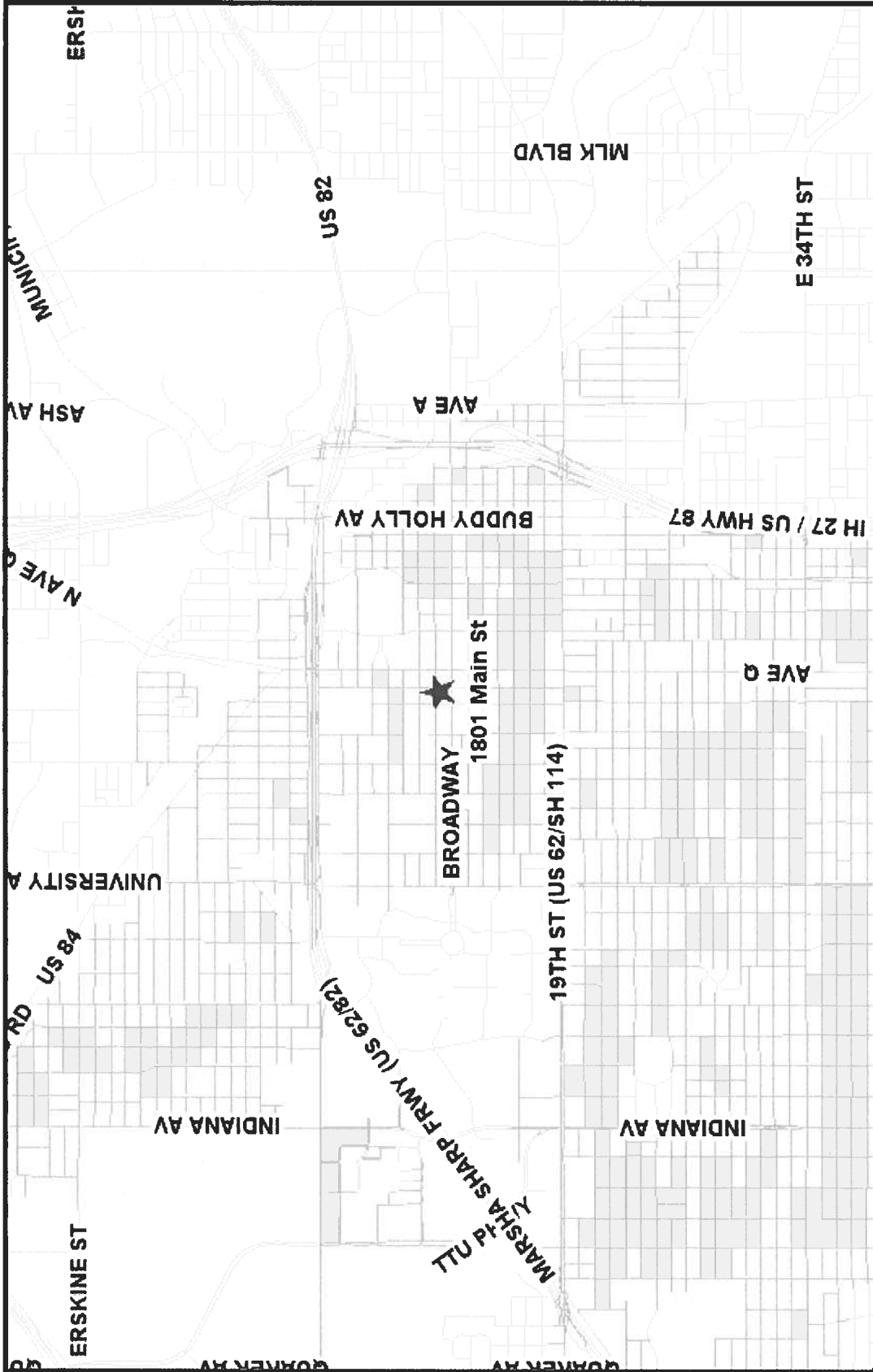
Randy Henson, Director of Planning

APPROVED AS TO FORM:

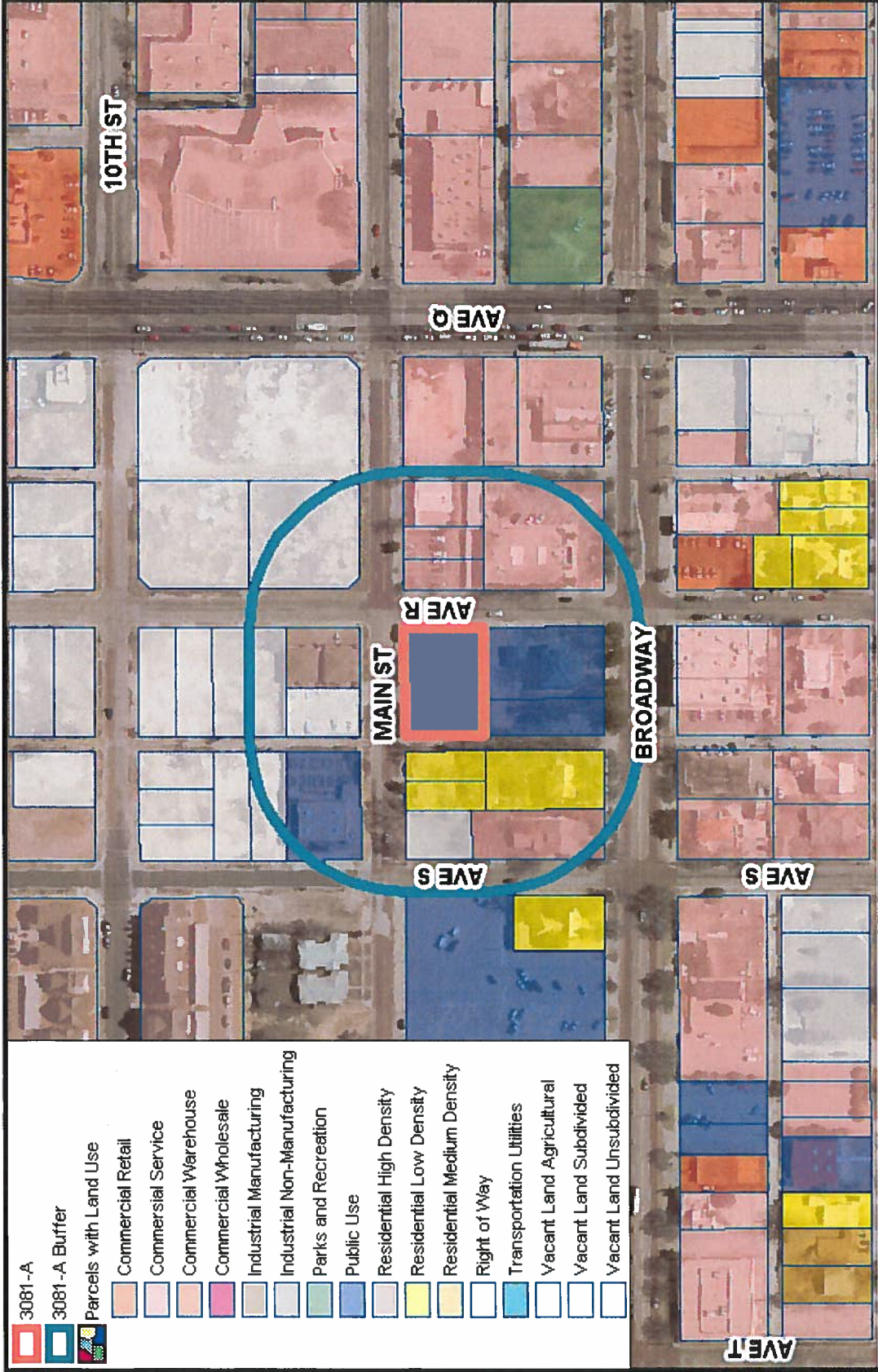


for Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3081-A
October 4, 2012

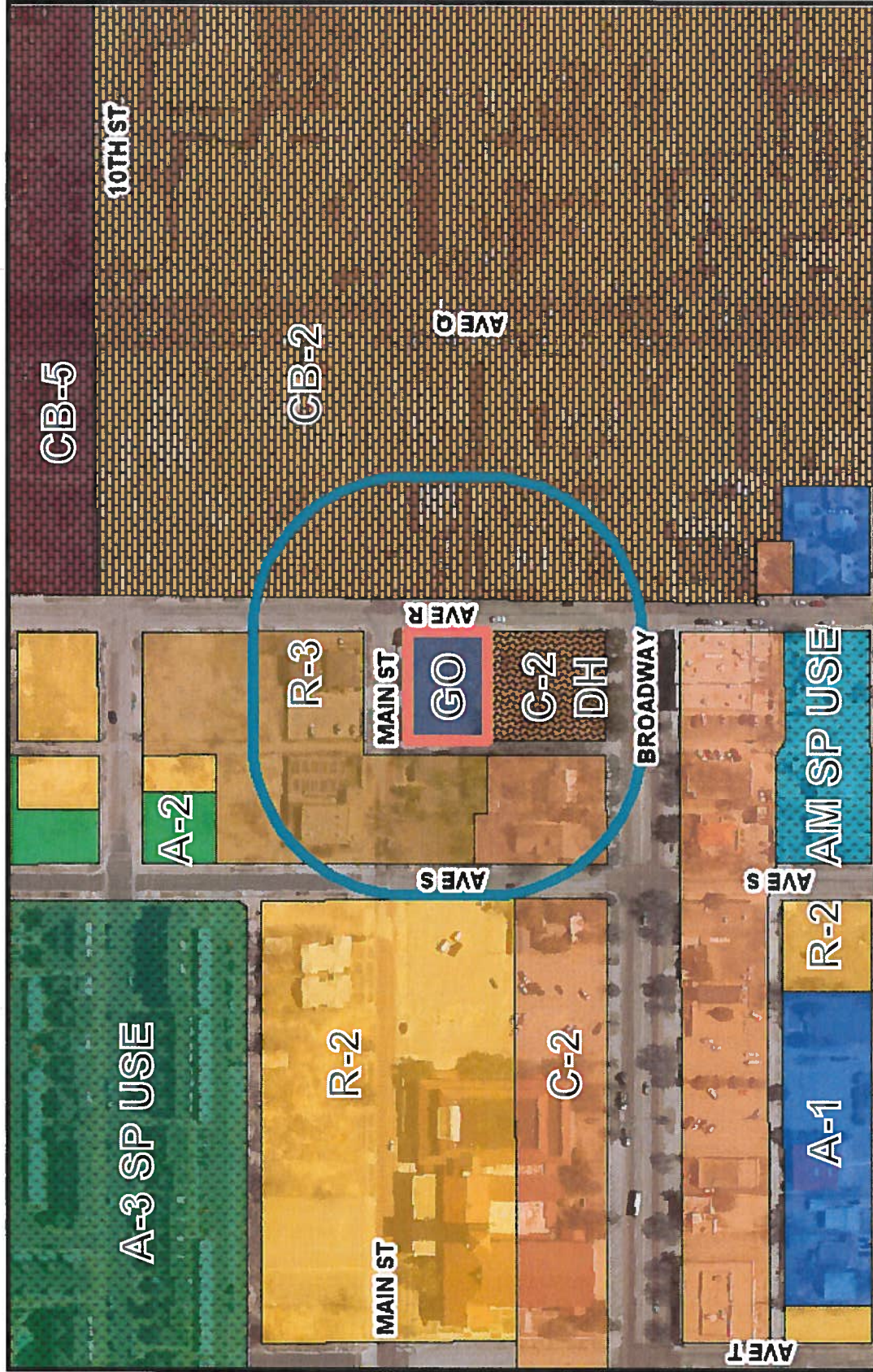


P.Z.C. Case 3081-A



P.Z.C. Case 3081-A

Request of Zach Sawyer (for Clayton Isom) for a zoning change from GO to A-2 Specific Use for apartments, 1801 Main Street



P.Z.C. Case 3081-A Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Each Sawyer, TAO Development
Steve Oliver, OPA Design Studio
For Clayton Isom
1301 East 7th Street, Suite 201
905 Ave K
Austin TX 78702
Lubbock TX 79401
(512) 899-3100
(806) 722-0660

Location or Address: 1801 Main Street
Legal Description: Overton Block 120, L1+2
Existing Land Use: Parking lot Existing Zoning: Garden Office (GO)
Acreage or Square Footage of Property: 15,930 SF
Zoning Requested: A-2 Specific Use

Proposed Development: Apartments

If property is not subdivided, will preliminary plat be submitted? Yes No X

Applicant's Signature [Signature] Date 9/7/12

Filing Fee: 475
(\$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
Receipt 20737 CA#1065 PIN 43590 map 1
Zone Case No.: 3081-A Agenda No.: E5
Request for zoning change from: GO To: A-2 SR use

on Lot(s): 1, 2 Block(s): 120
Subdivision: Overton Address: 1801 Main St

NO.	DATE	DESCRIPTION	BY

1201 E 24th Street, Suite 201
 Dallas, TX 75226
 214.759.1000
 www.opastudio.com

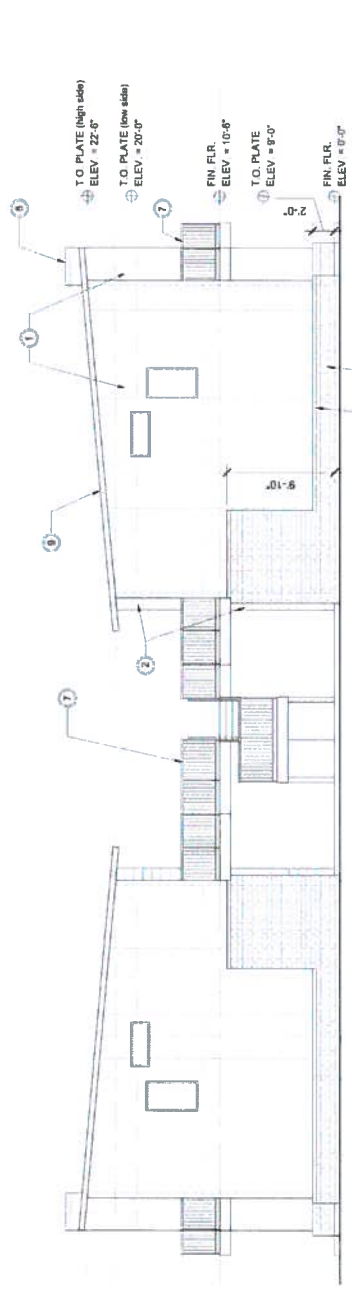
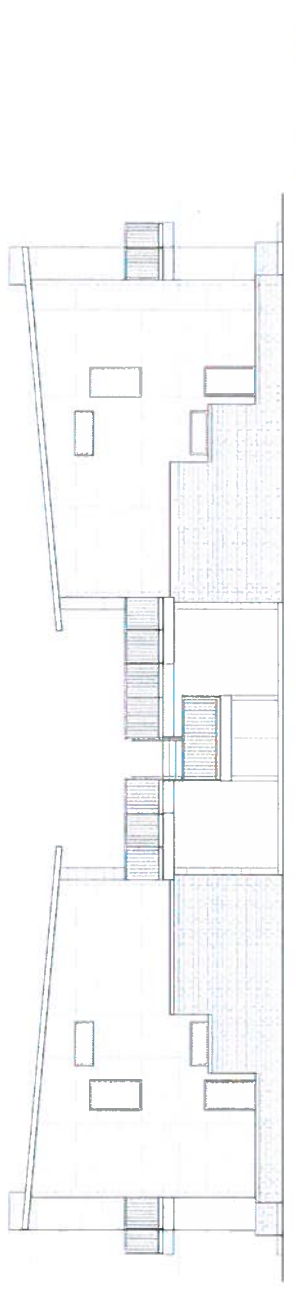
opa
 DESIGN STUDIO, INC.

MAIN ST. APARTMENTS
 LUBBOCK, TEXAS

JOB NO.	30127
PHASE	SI
DRAWN BY	SI
CHECKED BY	SI
DATE	08/2012

A201
 EXTERIOR ELEVATIONS

- KEY NOTES:
- HARDIE-PANEL REVEAL SIDING
 - HARDIE-PLANK SIDING
 - METAL SIDING
 - STONE SILL
 - STONE VENEER
 - RAISED PLANTER
 - METAL RAILING
 - METAL PARPET CAP
 - METAL ROOF W/ METAL FASCIA
 - IRON FENCE/GATE
 - TRASH ENCLOSURE
 - MAILBOXES



NO.	DATE	DESCRIPTION	BY

1301 East 7th Street, Suite 201
 Austin, TX 78702
 512.293.2100
 www.designopa.com

opa
 DESIGN STUDIO, INC.

MAIN ST. APARTMENTS
 LUBBOCK, TEXAS

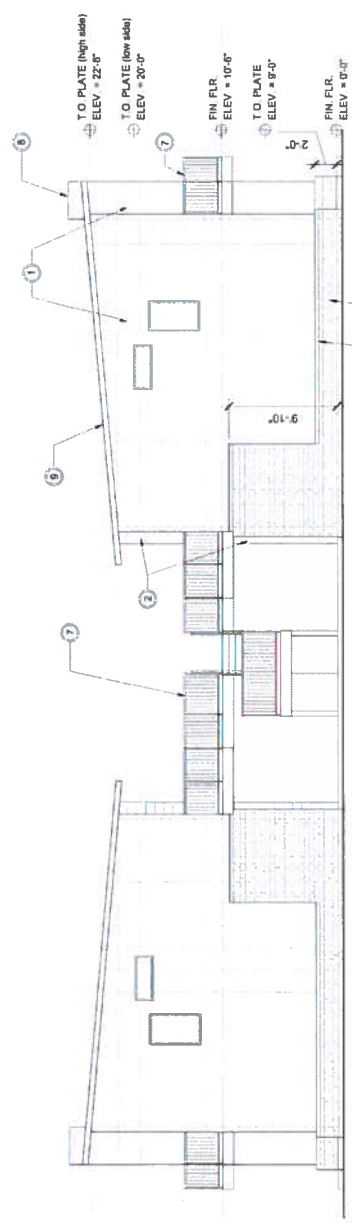
PROJECT NO.	211227
DATE	08/21/21
DRAWN BY	
CHECKED BY	
SCALE	AS SHOWN

A201
 EXTERIOR ELEVATIONS

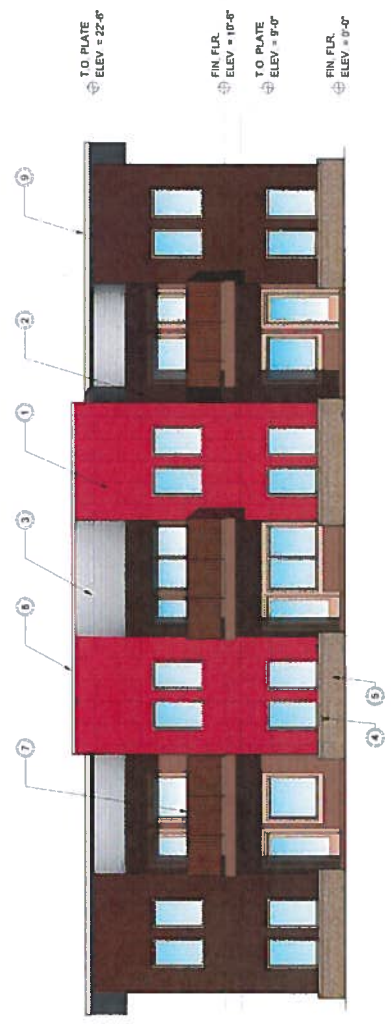
- KEY NOTES:
- 1 HARDIE-PANEL REVEAL SIDING
 - 2 HARDIE-PLANK SIDING
 - 3 METAL SIDING
 - 4 STONE SILL
 - 5 STONE VENEER
 - 6 RAISED PLANTER
 - 7 METAL RAILING
 - 8 METAL PARPET CAP
 - 9 METAL ROOF W/ METAL FASCIA
 - 10 IRON FENCEGATE
 - 11 TRASH ENCLOSURE
 - 12 MAULBOXES



3 | EAST ELEVATION (street side)
 SCALE: 3/8" = 1'-0"



2 | WEST ELEVATION (parking lot side)
 SCALE: 3/8" = 1'-0"



1 | SOUTH ELEVATION
 SCALE: 3/8" = 1'-0"

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

5

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3081-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 01 REC'D
PLANNING DEPARTMENT

Print Name PATRICK C SIMEK
Signature: [Signature]
Address: 1812 BROADWAY
Address of Property Owned: 1812 BROADWAY

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

15

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.: 3081-A

In Favor of

Opposed

Reasons and/or Comments:

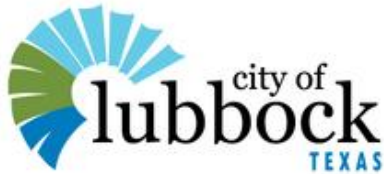
RECEIVED
OCT 02 REC'D
PLANNING DEPARTMENT

Print Name CLAYTON ISOM

Signature: Clayton B. Isom

Address: 905 Ave K LUBBOCK TX 79401

Address of Property Owned: SUBJECT PROPERTY



Regular City Council Meeting

5. 34.

Meeting Date: 11/08/2012

Information

Agenda Item

Contract Resolution - Police: Consider a resolution authorizing the Mayor to execute contract 11016 with Garza County, an Interlocal Agreement and the third amendment for Lake Alan Henry Law Enforcement Services.

Item Summary

This agreement consolidates an original agreement between the City of Lubbock and Garza County dated November 11, 1999, and two additional amendments dated November 11, 2000 and September 7, 2004. Additionally, it includes a rate change for law enforcement services provided by Garza County at Lake Alan Henry, inclusion of water transfer infrastructures in the recital, and changes in the Garza County manpower requirements.

Garza County has requested an increase in the annual payment the City of Lubbock makes to Garza County for enhanced law enforcement activities. Staff concurs with the request based on the following factors:

- 1) There has been no increase in the rate for the last twelve years. The current agreement provides for an annual amount of \$108,820 paid out in twelve equal monthly installments to Garza County.
- 2) Lake Alan Henry has seen a significant increase in recreational use which equates to more calls for service.
- 3) Garza County has made a substantial investment with the building of a fire station at Lake Alan Henry. This station has been made available to the Police Department for use as a police substation and as a command post for the City of Lubbock when major events have occurred at the lake such as the oil spill in July of 2010.
- 4) The City of Lubbock's assets in Garza County are growing with the addition of the water pipeline and pump facilities. The security and safety of the new infrastructure will fall on Garza County law enforcement. The Lubbock Police Department cannot, without substantial costs, offer security to the pump and pipeline system.

The new agreement consolidates the previous amendments into one concise document and includes the following changes in terms:

- 1) The annual payment would increase by ten percent from \$108,820 to \$119,702.
- 2) There will be a two percent cost escalator on the annual payment that will begin on the anniversary date of the agreement beginning October 1, 2013, to assist Garza County with future cost increases.
- 3) The minimum requirement of Garza County supplying three officers will be reduced to two officers. The number of hours, however, of required patrol at Lake Alan Henry has not changed and the level of service has not changed.
- 4) The need to insure the security and safety of the water pump facilities and infrastructure is included in the recitals section 1.01.

Fiscal Impact

The contract is paid for in the the Lake Alan Henry special fund.

Staff/Board Recommending

Chief Roger Ellis

Attachments

Resolution Garza County Council 110812

Garza County Interlocal Agreement Third Amendment Council 110812

Garza County (LAH) Escalator Cost Schedule Council 110812

Ref: Garza County Interlocal Agreement Second Amendment

Ref: Garza County Interlocal Agreement First Amendment

Ref: Garza County Original Interlocal Agreement

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 **Third Amendment to Interlocal Agreement** between the City of Lubbock and Garza County, Texas, providing for law enforcement services at Lake Alan Henry and related infrastructure in Garza County, and related documents. Said document is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Roger Ellis, Chief of Police

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

THIRD AMENDMENT TO INTERLOCAL AGREEMENT

THE STATE OF TEXAS

COUNTY OF LUBBOCK

WHEREAS, The City of Lubbock, Texas (the "City") and Garza County, Texas (the "County"), both parties being local governments of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Government Code of the State of Texas, entered into a renewal, extension and Amended Interlocal Agreement on November, 11th, 2000 to renew, extend and amend that certain Interlocal Agreement (the "Original Agreement") dated on November 11, 1999 and subsequently entered into a renewal, extension, amendment of the Interlocal Agreement on about September 7th, 2004 to further renew, extend, and amend the "Original Agreement" of November 11th, 1999.

WHEREAS, on this the ____ day of _____, 2012, it is the desire of the City and the County to amend and consolidate the original Agreement and two previous amendments into one document; therefore the following Agreement was ratified. This Agreement will fully replace and supersede the original Agreement and amendments, and will be known by the same name ("Agreement"). NOW THEREFORE:

I. RECITALS

Section 1.01. The City owns certain real property located in Garza County, Texas, comprising the Lake Alan Henry Reservoir, the Wildlife Mitigation Area, the Sam Wahl Recreation Area, Lake Alan Henry pipeline infrastructure including pump stations associated with the pipeline and lands located adjacent to or in the vicinity of same (collectively the "City Lands"). Due to the high volume of activity in and around the City Lands, the City deems it to be in the best interest of its citizens for the County to increase the law enforcement presence in and around the City Lands.

II. AGREEMENT OF PARTIES

Section 2.01. For and in consideration of the annual payment of One Hundred Nineteen Thousand Seven Hundred and Two and no/100 Dollars (\$119,702.00) by the City to the County, payable in twelve (12) equal monthly installments, payable on or before the tenth (10th) day of each month of this Agreement, the County agrees to perform enhanced law enforcement activities upon the City Lands. Furthermore, beginning October 1st 2013 and annually until conclusion of this agreement, the annual payment will increase by two percent (2%).

Section 2.02. For and in such consideration, the County agrees to perform the following:

- (a) The County shall provide a minimum of two (2) certified peace officers (“County Officers”) for patrol on City Lands as follows:
- (1) During the five (5) month period of each year from October 1st to March 1st, the County Officers shall patrol at least forty-five (45) hours per week; and
 - (2) During the seven (7) month period each year from March 1st to October 1st, the County Officers shall patrol at least ninety (90) hours per week.
- (b) The County shall provide time and activity reports completed by the County officers, or their designee, detailing the hours and activities performed by such officers each month. The reports shall be forward to the City with the invoice for payment. The City may designate specific days and times for patrol.
- (c) The County, as deemed necessary, may provide additional law enforcement personnel to assist the County Officers patrolling on City Lands.
- (d) The County shall provide for said patrols a minimum of two (2) four-wheel drive motor vehicles, properly marked as law enforcement vehicles, equipped with standard emergency equipment and maintained in good mechanical and visual repair.
- (e) The County shall provide all gasoline and maintenance for all motor vehicles and boats utilized in its services upon City Lands, except that repairs costing more than One Thousand and no/100 Dollars (\$1,000.00) shall be paid by the governmental entity owning the affected vehicle or boat.
- (f) The County shall provide all County patrolling certified peace officers uniforms, weapons, appropriate licenses and, except as provided herein, any other materials that may be necessary in carrying out the County’s duties hereunder.
- (g) The County shall provide all compensation, including without limitation, salaries and benefits packages, to any and all County certified peace officers patrolling City Lands. It is expressly agreed and understood that the City’s liability to the County for services provided hereunder are limited in all instances and circumstances to the consideration stated above in Section 2.01.
- (h) The County shall provide appropriate computers, as deemed necessary by the County, for all certified peace officers’ use in connection with County services associated with City Lands.
- (i) The County shall provide an available certified underwater dive team with the necessary dive equipment. The County shall provide required training so as to obtain and maintain certification by the dive team members.
- (j) The City’s Chief of Police, or his designee, may select specific law enforcement priorities upon City Lands in which event County Officers agree to enforce such priorities.

(k) The County shall timely notify the City's Chief of Police, or his designee, of major incidents upon City Lands including, but not limited to, drowning, arsons, homicides, burglaries, damage of City property and any other form of natural disaster threatening or occurring on City Lands. Conversely, the City shall timely notify the County's constable, or his designee, of such incidents if such occur during the times that City officers are patrolling in relief of County officers.

(l) The County shall ensure that any certified peace officer that is assigned to work pursuant to this Agreement shall have no pecuniary interest in any commercial development or business located on or within one-half (1/2) mile of City Lands.

Section 2.03. To assist the County in its provision of services upon City Lands, the City will provide to the County:

(a) One (1) Four-wheel motor vehicle and one (1) patrolling boat, to be determined by the City. County shall provide to the City a written report describing any mechanical problems and/or any accidents that require repair to such vehicle or boat.

(b) A work station area, that being the "Permit Office" owned by the City, located at the entrance of the Sam Wahl Recreation Area, for the joint use of the County certified peace officers patrolling City Lands and the City. It is expressly agreed that the City shall have the right to utilize the "Permit Office" at all times as deemed necessary by the City.

(c) The City may at times, upon prior verbal notification to the County, relieve County officers from patrol; however, such does not release County Officers from completion of the above required number of patrol hours per week.

Section 2.04. The County shall enforce all state and federal laws, including those laws applicable to the City Lands, including without limitation, the Regulations for Governance of Lake Alan Henry.

(a) All violations of the laws applicable to the City and the City Lands, including without limitation, the Regulations for Governance of Lake Alan Henry, shall be filed and prosecuted in the Municipal Court of the City Of Lubbock, and all revenues there from shall belong to the City.

(b) Notwithstanding the above (a), any alleged conduct, which constitutes an offense more serious than a Class C misdemeanor under Texas law, shall be filed and prosecuted by the County in the appropriate Court of Garza County, Texas.

(c) The County shall assist, to the extent requested by the City, in all prosecution actions in the Municipal Court of the City of Lubbock, including without limitation, making appearances in such Court, without the necessity of subpoena.

III.
AMENDMENTS

Section 3.01. This Agreement contains all commitments and agreements of the parties and no other oral or written agreement exists. Any proposed amendment shall not be effective until approved in writing by the governing bodies of all parties to this Agreement.

IV.
TERM AND EFFECTIVE DATE

Section 4.01. This Agreement shall remain in effect until October 1 (“the Anniversary Date”), 2013 and shall automatically be renewed for successive twelve (12) month periods thereafter, unless either party hereto shall provide written notice of its desire to terminate this Agreement to the non-terminating party on or before the one hundred twentieth (120) day prior to the Anniversary Date.

Section 4.02. Notice must be in writing and delivered in person, by certified mail, or by telephone facsimile to the parties as set forth below. Notice shall be deemed to be given on the day it is personally delivered or delivered by telephone facsimile, or if mailed, on the third day after it is mailed as aforesaid. All Notices made hereunder shall be addressed as follows:

County: Garza County Judge
 Judge Lee Norman, or his successor
 300 West Main, Post, TX 79356
 (806) 495-4405 Telephone
 (806) 495-4267 Facsimile

City: The Chief of Police
 City of Lubbock
 P.O. Box 2000, Lubbock TX 79457
 (806) 775-2755 Telephone
 (806) 775-2781 Facsimile

Copy to: City Attorney
 P.O. Box 2000, Lubbock. TX 79457
 (806) 775-2222 Telephone
 (806) 775-3307 Facsimile

Any party may change its address by giving notice to the other party as set forth in section 4.02.

V.
MISCELLANEOUS

Section 5.01. This agreement is being executed and delivered, and is intended to be performed in the State of Texas, and the laws of such state and the applicable federal

laws of the United States shall govern the validity, construction, enforcement and interpretation of this Agreement. Any suit, action or other legal proceeding relating to the Agreement shall be brought in Lubbock County, Texas.

Section 5.02. The County shall indemnify and hold harmless the City from and against any and all claims, actions, losses, damages, or liabilities, of any kind or nature, which arise directly or indirectly, or are related to, in any way, manner, or form, the activities contemplated hereunder or omission of such activities, including without limitation, such losses, damages, claims or liabilities arising from or related to, in any way, manner or form, the negligence or fault of the County, its respective officers, employees, elected officials, agents and/or designees.

Section 5.03. The parties do hereby expressly agree that the payment prescribed herein is an amount that fairly compensates the County for the services and functions to be performed herein, and that such payment shall be paid from the current revenues available to the City.

The parties hereto have executed this Agreement by and through their governing bodies in the manner required by each entity charter or otherwise as required by law.

SIGNED this _____ day of _____, 2012, but effective for all purposes as described above.

City of Lubbock

Garza County, Texas

Glen C. Robertson, Mayor

Lee Norman, County Judge

ATTEST:

ATTEST:

Rebecca Garza, City Secretary

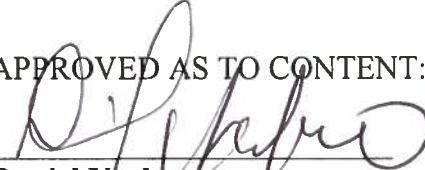
Jim Plummer, Garza County Clerk

APPROVED AS TO CONTENT:

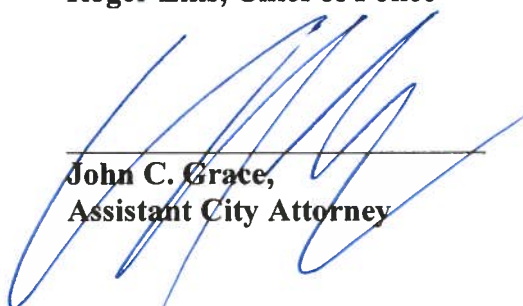
APPROVED AS TO CONTENT:



Roger Ellis, Chief of Police



**Daniel Yarbrow,
Garza County Constable**



**John C. Grace,
Assistant City Attorney**



**Mike Munk,
Garza County Attorney**

Fiscal Year	Annual Payment	Monthly
FY 2012-2013	\$119,702.00	\$9,975.17
FY 2013-2014	\$122,096.04	\$10,174.67
Fy 2014-2015	\$124,537.96	\$10,378.16
FY 2015-2016	\$127,028.72	\$10,585.73
FY 2016-2017	\$129,569.29	\$10,797.44
FY 2017-2018	\$132,160.68	\$11,013.39
FY 2018-2019	\$134,803.89	\$11,233.66
FY 2019-2020	\$137,499.97	\$11,458.33
FY 2020-2021	\$140,249.97	\$11,687.50
FY 2021-2022	\$143,054.97	\$11,921.25
FY 2022-2023	\$145,916.07	\$12,159.67

Lake Alan Henry Payments with 2% escalator beginning FY 2013-2014

SECOND AMENDMENT TO INTERLOCAL AGREEMENT

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

WHEREAS, The City of Lubbock, Texas (the "City") and Garza County, Texas (the "County") entered into a Renewal, Extension and Amendment Interlocal Agreement on November 11, 2000 to renew, extend and amend that certain Interlocal Agreement (the "Original Agreement") dated on or about November 11, 1999; and

WHEREAS, it is the desire of the City and the County to amend the Agreement as follows: NOW THEREFORE:

II.
AGREEMENT OF THE PARTIES

Section 2 is amended as follows:

Section 2.02. For and in such consideration, the County agrees to perform the following:

- (a) The County shall provide a minimum of three (3) certified peace officers ("County officers") for patrol on City Lands as follows:
 - (1) during the five (5) month period each year from October 1st to March 1st, the County officers shall patrol at least forty-five (45) hours per week; and
 - (2) during the seven (7) month period each year from March 1st to October 1st, the County officers shall patrol at least ninety (90) hours per week.

The County shall provide Time and Activity Reports completed by the County officers detailing the hours and activities performed by such officers each month to the City with the invoice for payment. The City may designate specific days and times for patrol. The City may at times, upon prior verbal notification to County, relieve County officers from patrol; however, such does not release such officers from completion of the above required number of patrol hours per week.

- (b) The County, as deemed necessary, may provide additional law enforcement personnel to assist the County officers patrolling on City lands.
- (c) The County shall provide for said patrols a minimum of two (2) four-wheel drive motor vehicles, properly marked as law enforcement vehicles, equipped with standard emergency equipment and maintained in good mechanical and visual repair.

- (f) The County shall provide an available certified underwater dive team with necessary dive equipment. The County shall provide required training so as to obtain and maintain certification by the dive team members.
- (h) To assist the County in its provision of services upon City Lands, the City will provide to the County one (1) four-wheel motor vehicle and one (1) patrolling boat, to be determined by the City. County shall provide to the City a written report describing any and all mechanical problems and/or any accidents that require repair to such vehicle or boat.
- (i) The City's Chief of Police may designate specific law enforcement priorities upon City Lands in which event County officers agree to enforce such priorities.
- (j) The County shall timely notify the City's Chief of Police, or his designee, of major incidents upon City Lands including, but not limited to, drownings, arsons, homicides, burglaries/damage of City property and tornados. Conversely, the City shall timely notify the County's Constable, or his designee, of such incidents if such occur during the times that City officers are patrolling in relief of County officers.
- (k) County shall ensure that any certified peace officer that it assigns to work pursuant to this Agreement shall have no pecuniary interest in any commercial development or property located on or within one-half (1/2) mile of City Lands. Further, County shall ensure that any said officer shall not work for any other person owning or renting property on or within one-half (1/2) mile of City Lands without prior approval of the City and County.

IV.
TERM AND EFFECTIVE DATE

Section 4 of the Agreement is hereby amended to read as follows:

Section 4.01. This Agreement shall remain in effect until October 1 ("the Anniversary Date"), 2005 and shall automatically be renewed for successive twelve (12) month periods thereafter, unless either party hereto shall provide written notice of its desire to terminate this Agreement to the non-terminating party on or before one hundred twenty (120) days prior to the Anniversary Date.

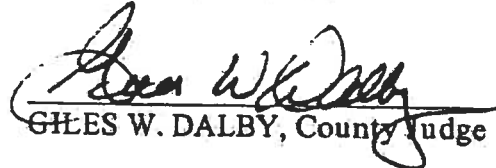
THIS AMENDMENT to the Renewal, Extension and Amendment Interlocal Agreement, dated November 11, 2000, between the City and the County is executed this 7th day of September, 2004.

CITY OF LUBBOCK




MARC McDOUGAL, MAYOR

GARZA COUNTY, TEXAS



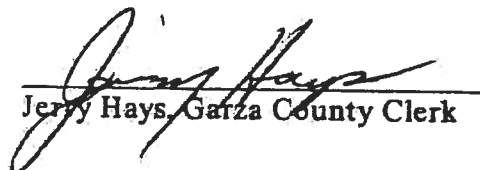
GILES W. DALBY, County Judge

ATTEST:



Rebecca Garza, City Secretary

ATTEST:



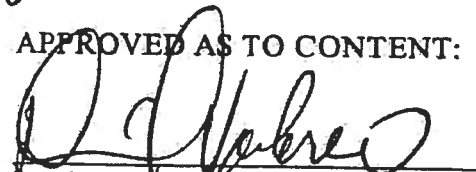
Jerry Hays, Garza County Clerk

APPROVED AS TO CONTENT:



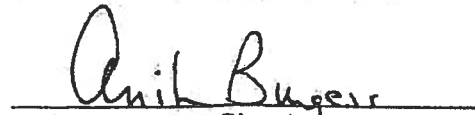
Claude Jones, Chief of Police

APPROVED AS TO CONTENT:



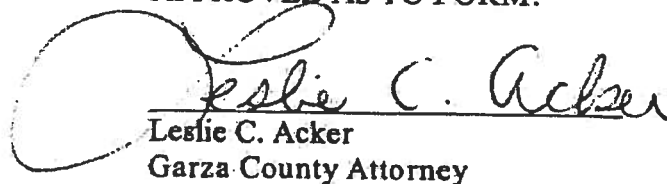
Daniel Yarbro
Garza County Constable

APPROVED AS TO FORM:



Anita Burgess, City Attorney

APPROVED AS TO FORM:



Leslie C. Acker
Garza County Attorney

RESOLUTION

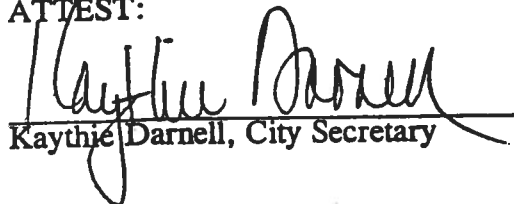
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Renewal, Extension and Amendment Interlocal Agreement between the City of Lubbock and Garza County, Texas, and any other related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.


Passed by the City Council this 27th day of November, 2000.


WINDY SUTTON, MAYOR

ATTEST:


Kaythie Darnell, City Secretary

APPROVED AS TO CONTENT:


Terry Ellerbrook
Managing Director Water Utilities

APPROVED AS TO FORM:


Richard K. Casner
Natural Resources Attorney

RECEIVED
10-23-00

RENEWAL, EXTENSION AND AMENDMENT
INTERLOCAL AGREEMENT

Resolution No. 2000-R0425
November 27, 2000
Item No. 20

STATE OF TEXAS §

COUNTY OF LUBBOCK, §

THIS AGREEMENT is entered into on this 27th day of November, 2000, but effective for all purposes November 11, 2000, by and between Garza County, Texas (the "County") and the City of Lubbock, Texas (the "City"), both parties being local governments of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Government Code of the State of Texas. This Interlocal Agreement renews, extends and amends, in part, that certain Interlocal Agreement, by and between the City and the County, dated on or about November 11, 1999.

I.
RECITALS

Section 1.01. The City owns certain real property located in Garza County, Texas, comprising the Lake Alan Henry Reservoir, the Wildlife Mitigation Area, the Sam-Wahl Recreation Area, and lands located adjacent to or in the vicinity of same (collectively the "City Lands"). Due to the high volume of activity in and around the City Lands, the City deems it to be in the best interest of its citizens for the County to increase the law enforcement presence in and around the City Lands.

II.
AGREEMENT OF PARTIES

Section 2.01. For and in consideration of the annual payment of One Hundred Eight Thousand Eight Hundred Twenty and no/100 Dollars (\$108,820.00) by the City to the County, payable in twelve (12) equal monthly installments, payable on or before the tenth (10th) day of each month of this Agreement, the County agrees to perform enhanced law enforcement activities upon the City Lands.

Section 2.02. For and in such consideration, the County agrees to perform the following:

(a) The County shall provide a minimum of three (3) certified peace officers for patrol on City Lands for a minimum average of ninety (90) hours each week, with no less than sixty (60) hours of patrol per any given week. The City may designate, with a tolerance of ten percent (10%), the number of hours to be patrolled by the County on City Lands for the weekends of Memorial Day, Independence Day, and Labor Day and the ^{Spec. hrs} weeks of local spring break vacation from area schools. The County shall provide to City a certification each month with the invoice for payment describing the actual hours patrolled by the County upon the City Lands. *average of 90 hrs*

(b) The County shall provide additional law enforcement personnel to perform support to the patrolling certified peace officers on City Lands as necessary. The County shall provide a minimum of one (1) drug dog to assist the County's certified peace officers on the City Lands.

(c) The County shall provide for said patrols a minimum of two (2) motor vehicles and one (1) boat.

(d) The County shall provide all County patrolling certified peace officers uniforms, weapons, appropriate licenses and, except as provided herein, any other materials that may be necessary in carrying out the County's duties hereunder. Additionally, the County shall provide all decals, as approved by the City, to be installed upon the patrolling motor vehicles and boats upon the City Lands.

(e) The County shall provide all compensation, including without limitation, salaries and benefit packages, to any and all County certified peace officers patrolling City Lands. It is expressly agreed and understood that the City's liability to the County for the services provided hereunder are limited in all instances and circumstances to the consideration stated above in Section 2.01.

(f) The County shall provide appropriate computers, as deemed necessary by County, for the certified peace officers' use in connection with County services hereunder.

(g) The County shall provide all gasoline and maintenance for all motor vehicles and boats utilized in its services to be provided upon City Lands, except that repairs costing more than One Thousand and no/100 Dollars(\$1,000.00) shall be paid by the governmental entity owning the affected vehicle or boat. Further, the County shall provide radar units in all motor vehicles utilized in connection with its activities upon City Lands.

(h) To assist the County in its provision of services upon City Lands, the City will provide to the County the following:

(i) One (1) four-wheel drive motor vehicle and one (1) patrolling boat, to be determined by the City.

Section 2.03. The County shall enforce all laws applicable to the City and the City Lands, including without limitation, the Regulations for Governance of Lake Alan Henry. All violations of the laws applicable to the City and the City Lands, including without limitation, the Regulations for Governance of Lake Alan Henry, shall be filed and prosecuted in the Municipal Court of the City of Lubbock, and all revenues therefrom shall belong to the City. Notwithstanding the above, any alleged conduct which constitutes an offense more serious than a Class C misdemeanor under Texas law shall be filed and prosecuted by the County in the appropriate Court of Garza County,

Texas. The County shall assist, to the extent requested by the City, in all prosecution actions in the Municipal Court of the City of Lubbock, including without limitation, making appearances in such Court, without the necessity of subpoena.

III.
AMENDMENTS

~~Section 3.01.~~ This Agreement contains all commitments and agreements of the parties and no other oral or written agreements exist. Any proposed amendment shall not be effective until approved in writing by the governing bodies of all parties to this Agreement.

IV.
TERM AND EFFECTIVE DATE

Section 4.01. This Agreement shall remain in effect for one (1) year from the Effective Date (the "Primary Term") and shall automatically be renewed for successive twelve (12) month periods (the "Secondary Term") unless either party hereto shall provide written notice of its desire to terminate this Agreement to the non-terminating party on or before sixty (60) days prior to the expiration of the Primary Term or such annual period of the Secondary Term, whichever is applicable.

Section 4.02. Notice must be in writing and delivered (i) in person; (ii) by certified mail; or (iii) by telephone facsimile to the parties, as set forth below. Notice shall be deemed to be given on the day it is personally delivered or delivered by telephone facsimile, or if mailed, on the third day after it is mailed as aforesaid. All notices made hereunder shall be addressed as follows:

County: Garza County Judge
 Judge Giles Dalby, or successor
 300 West Main, Post, TX 79356
 (806)495-4405 Telephone
 (806)495-2231 Facsimile

City: Director of Water Utilities
 City of Lubbock
 P.O. Box 2000, Lubbock, TX 79457
 (806)775-2592 Telephone
 (806)775-3027 Facsimile

with copy to: City Attorney
P.O. Box 2000, Lubbock, TX 79457
(806) 775-2222 Telephone
(806) 775-3307 Facsimile

Any party may change its address by giving notice to the other party as set forth in this Section 4.02.

V.
Miscellaneous

Section 5.01. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such state and the applicable federal laws of the United States shall govern the validity, construction, enforcement and interpretation of this Agreement. Any suit, action or other legal proceeding relating to this Agreement shall be brought in Lubbock County, Texas.


Section 5.02. THE COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER, OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER OR OMISSION OF SUCH ACTIVITIES, INCLUDING WITHOUT LIMITATION, SUCH LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE NEGLIGENCE OR FAULT OF COUNTY, ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AGENTS AND/OR DESIGNEES.

Section 5.03. The parties hereto do hereby expressly agree that the payment prescribed herein is an amount that fairly compensates the County for the services and functions to be performed hereunder, and that such payment shall be paid from the current revenues available to the City.


IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their governing bodies in the manner required by each parties' charter or otherwise as required by law.

SIGNED this 27th day of November, 2000, but effective for all purposes as described above.

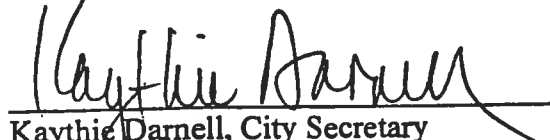
CITY OF LUBBOCK


WINDY SITTON, MAYOR

GARZA COUNTY, TEXAS


GILES DALBY, COUNTY JUDGE

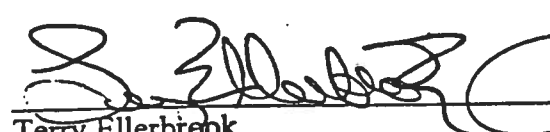
ATTEST:


Kaythie Darnell, City Secretary

ATTEST:


~~Sonny Gossett, Garza County Clerk~~
Lina Duran


APPROVED AS TO CONTENT:


Terry Ellerbroek
- Managing Director Water Utilities

APPROVED AS TO FORM


Leslie C. Acker, Garza County Attorney

APPROVED AS TO FORM:


Richard K. Casner
Natural Resources Attorney


RKC:cp Cityat/Richard/INTERLOCAL AGREEMENT-RenewExtension-Amendment-Garza&City-redline-A-2
October 20, 2000

RESOLUTION

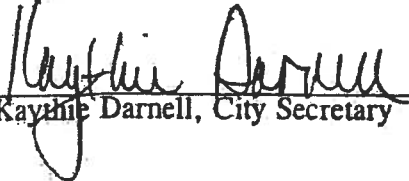
BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Interlocal Agreement between the City of Lubbock and Garza County, Texas, and any other related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.


Passed by the City Council this 11th day of November 1999.


WINDY SITTON, MAYOR

ATTEST:


Kaythe Darnell, City Secretary

APPROVED AS TO CONTENT:


Terry Ellerbrook
Managing Director Water Utilities

APPROVED AS TO FORM:


Richard K. Casner
Natural Resources Attorney

INTERLOCAL AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

THIS AGREEMENT is entered into on this 11th day of November, 1999, by and between Garza County, Texas (the "County") and the City of Lubbock, Texas (the "City"), both parties being local governments of the State of Texas, pursuant to the authority granted and in compliance with the provisions of the Interlocal Cooperation Act, Chapter 791 of the Government Code of the State of Texas.

I.
RECITALS

Section 1.01. The City owns certain real property located in Garza County, Texas, comprising the Lake Alan Henry Reservoir, the Wildlife Mitigation Area, the Sam Wahl Recreation Area, and lands located adjacent to or in the vicinity of same (collectively the "City Lands"). Due to the high volume of activity in and around the City Lands, the City deems it to be in the best interest of its citizens for the County to increase the law enforcement presence in and around the City Lands.

II.
AGREEMENT OF PARTIES

Section 2.01. For and in consideration of the annual payment of Sixty Thousand and no/100 Dollars (\$60,000.00) by the City to the County, payable in twelve (12) equal monthly installments, payable on or before the tenth (10th) day of each month of this Agreement, the County agrees to perform enhanced law enforcement activities upon the City Lands.

Section 2.02. For and in such consideration, the County agrees to perform the following:

(a) The County shall provide a minimum of two (2) certified peace officers for patrol on City Lands for an minimum average of seventy (70) hours each week, with no less than sixty (60) hours of patrol per any given week. The City may designate, with a tolerance of ten percent (10%), the number of hours to be patrolled by the County on City Lands for the weekends of Memorial Day, Independence Day, and Labor Day and the weeks of local spring break vacation from area schools.

(b) The County shall provide additional law enforcement personnel to perform support to the patrolling certified peace officers on City Lands as necessary. The County shall provide a minimum of one (1) drug dog to assist the County's certified peace officers on the City Lands.

(c) The County shall provide for said patrols a minimum of one (1) motor vehicle and one (1) boat.

(d) The County shall provide all County patrolling certified peace officers uniforms, weapons, appropriate licenses and, except as provided herein, any other materials that may be necessary in carrying out the County's duties hereunder. Additionally, the County shall provide all decals, as approved by the City, to be installed upon the patrolling motor vehicles and boats upon the City Lands.

(e) The County shall provide all compensation, including without limitation, salaries and benefit packages, to any and all County certified peace officers patrolling City Lands. It is expressly agreed and understood that the City's liability to the County for the services provided hereunder are limited in all instances and circumstances to the consideration stated above in Section 2.01.

(f) The County shall provide appropriate computers, as deemed necessary by County, for the certified peace officers' use in connection with County services hereunder.

(g) The County shall provide all gasoline and maintenance for all motor vehicles and boats utilized in its services to be provided upon City Lands, except that repairs costing more than One Thousand and no/100 Dollars(\$1,000.00) shall be paid by the governmental entity owning the affected vehicle or boat. Further, the County shall provide radar units in all motor vehicles utilized in connection with its activities upon City Lands.

(h) To assist the County in its provision of services upon City Lands, the City will provide to the County the following:

(i) One (1) four-wheel drive motor vehicle and one (1) patrolling boat, to be determined by the City.

(ii) A work station area, that being the "Permit Office" owned by the City, located at the entrance of the Sam Wahl Recreation Area, for the joint use of the County certified peace officers patrolling City Lands and the City. It is expressly agreed that the City shall have the right to utilize the "Permit Office" at all times as deemed necessary by the City.

Section 2.03. The County shall enforce all laws applicable to the City and the City Lands, including without limitation, the Regulations for Governance of Lake Alan Henry. All violations of the laws applicable to the City and the City Lands, including without limitation, the Regulations for Governance of Lake Alan Henry, shall be filed and prosecuted in the Municipal Court of the City of Lubbock, and all revenues therefrom shall belong to the City. Notwithstanding the above, any alleged conduct which constitutes an offense more serious than a Class C misdemeanor under Texas law shall be filed and prosecuted by the County in the appropriate Court of Garza County,

Texas. The County shall assist, to the extent requested by the City, in all prosecution actions in the Municipal Court of the City of Lubbock, including without limitation, making appearances in such Court, without the necessity of subpoena.

III.
AMENDMENTS

Section 3.01. This Agreement contains all commitments and agreements of the parties and no other oral or written agreements exist. Any proposed amendment shall not be effective until approved in writing by the governing bodies of all parties to this Agreement.

IV.
TERM AND EFFECTIVE DATE

Section 4.01. This Agreement shall become effective upon the termination or expiration of (i) the Agreement, dated on or about May 29, 1998, by and between the County and the Brazos River Authority (the "BRA") regarding law enforcement activities upon City Lands; and (ii) any other agreement that the County may have with the BRA related to law enforcement activities upon City Lands. This Agreement shall remain in effect for one (1) year from the date of its effective date (the "Primary Term") and shall automatically be renewed for successive twelve (12) month periods (the "Secondary Term") unless either party hereto shall provide written notice of its desire to terminate this Agreement to the non-terminating party on or before ninety (90) days prior to the expiration of the Primary Term or such annual period of the Secondary Term, whichever is applicable.

Section 4.02. Notice must be in writing and delivered (i) in person; (ii) by certified mail; or (iii) by telephone facsimile to the parties, as set forth below. Notice shall be deemed to be given on the day it is personally delivered or delivered by telephone facsimile, or if mailed, on the third day after it is mailed as aforesaid. All notices made hereunder shall be addressed as follows:

County:	Garza County Judge Judge Giles Dalby, or successor 300 West Main, Post, TX 79356 (806)495-4405 (806)495-2231 Facsimile	Telephone
City:	Director of Water Utilities City of Lubbock P.O. Box 2000, Lubbock, TX 79457 (806)775-2592 (806)775-3027	Telephone Facsimile

with copy to: City Attorney
P.O. Box 2000, Lubbock, TX 79457
(806) 775-2222 Telephone
(806) 775-3307 Facsimile

Any party may change its address by giving notice to the other party as set forth in this Section 4.02.

V.
Miscellaneous

Section 5.01. This Agreement is being executed and delivered and is intended to be performed in the State of Texas, and the laws of such state and the applicable federal laws of the United States shall govern the validity, construction, enforcement and interpretation of this Agreement. Any suit, action or other legal proceeding relating to this Agreement shall be brought in Lubbock County, Texas.

Section 5.02. THE COUNTY SHALL INDEMNIFY AND HOLD HARMLESS THE CITY FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, LOSSES, DAMAGES OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER, OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER OR OMISSION OF SUCH ACTIVITIES, INCLUDING WITHOUT LIMITATION, SUCH LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE NEGLIGENCE OR FAULT OF COUNTY, ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS, AGENTS AND/OR DESIGNEES.

Section 5.03. The parties hereto do hereby expressly agree that the payment prescribed herein is an amount that fairly compensates the County for the services and functions to be performed hereunder, and that such payment shall be paid from the current revenues available to the City.

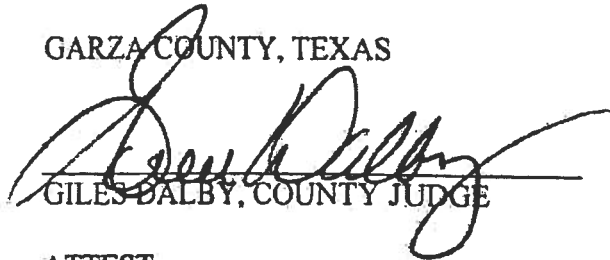
IN WITNESS WHEREOF, the parties hereto have executed this Agreement by and through their governing bodies in the manner required by each parties' charter or otherwise as required by law.

SIGNED this 11th day of November, 1999, but effective for all purposes as described as in Section 4.01.

CITY OF LUBBOCK

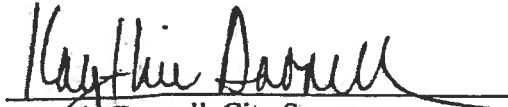
GARZA COUNTY, TEXAS

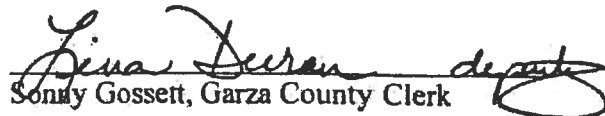

WINDY SITTON, MAYOR


GILES DALBY, COUNTY JUDGE

ATTEST:

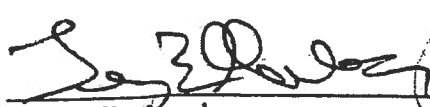
ATTEST:


Kaythie Darnell, City Secretary


Sonny Gossett, Garza County Clerk


APPROVED AS TO CONTENT:

APPROVED AS TO FORM

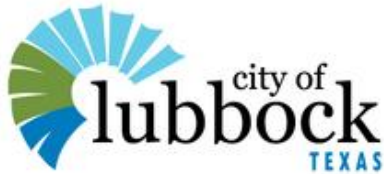

Terry Ellerbrook
Managing Director Water Utilities


Leslie C. Acker, Garza County Attorney

APPROVED AS TO FORM:


Richard K. Casner
Natural Resources Attorney

RKC:cp Cityatt/Richard/INTERLOCAL AGREEMENT-Garza&City-redline
October 27, 1999



Regular City Council Meeting

6. 1.

Meeting Date: 11/08/2012

Information

Agenda Item

Continued Public Hearing 6:30 p.m. - Planning: Zone Case 3189 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 for a Dollar General store on Lot 1, Block 1, Morning View Addition, 4011 East 4th Street, and to consider an ordinance.

Item Summary

Zoning Request:

The request is to zone the proposed property at 4011 East 4th Street from R-1 to C-3 Specific Use for a Dollar General store. This parcel is within two hundred feet of the east City Limit boundary. The case is adjacent to Zone Case 3191.

Proposed Land Use:

The proposed property is currently vacant. The proposal is for the construction of a new Dollar General store. The proposed use will produce an increase of traffic on East 4th Street, but not enough to have a major impact on the surrounding properties.

Adjacent Land Uses:

North: Residential, Zoned R-1

South: Manufacturing, Zoned M-2

East: Residential, Zoned R-1

West: Residential, Zoned R-1

Planning and Zoning (P&Z) Public Hearing Notes:

Several adjacent residents appeared to oppose the request and several letters of opposition were received. A resident who lives several blocks to the east, and who owns also owns a small convenience store located outside the City limits, has visited several times with staff and seems to have organized at least some of the opposition from adjacent residents, most of whom live outside the City. He stated in the meeting that he not only lives in the area, but owns the small store. Other comments included the fact that the area lacked commercial development and that another comment was opposed to trash from any proposed business.

Impact on the Comprehensive Land Use Plan (CLUP):

The proposal represents a change to the CLUP. The current designation is residential, however, this particular property is located at the corner of two section lines designated as thoroughfares, Olive Avenue and East 4th Street. Current policy would be to designate 10 acres of commercial on each corner of this intersection, which was not done on the existing CLUP, since Loop 289 is approximately 900 feet to the west. The north side of East 4th Street at Olive Avenue was platted as residential before the area was annexed. The property immediately to the south is zoned M-2, heavy industrial.

In the staff's opinion, this area of the City lacks sufficient property designated and developed as commercial to meet the needs of the surrounding area. It would also likely have difficulty developing as a residential use, because the lots face 4th Street and Farm-to-Market 40, and because the property to the south is designated as M-2.

P&Z Commission Recommendation:

The P&Z Commission recommends approval subject to the following condition:

1. Tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3189

Zone Case 3189

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. 3189**; A ZONING CHANGE FROM **R-1 TO C-3 SPECIFIC USE FOR A DOLLAR GENERAL STORE**, ON **LOT 1, BLOCK 1, MORNING VIEW 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, 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. 3189

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3 Specific Use for a Dollar General store on Lot 1, Block 1, Morning View Addition, City of Lubbock, Lubbock County, Texas, located at 4011 East 4th Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the change be tied to the proposed site plan.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4011 East 4th Street, City of Lubbock, Lubbock County, Texas.**

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR


ATTEST:

Rebecca Garza, City Secretary

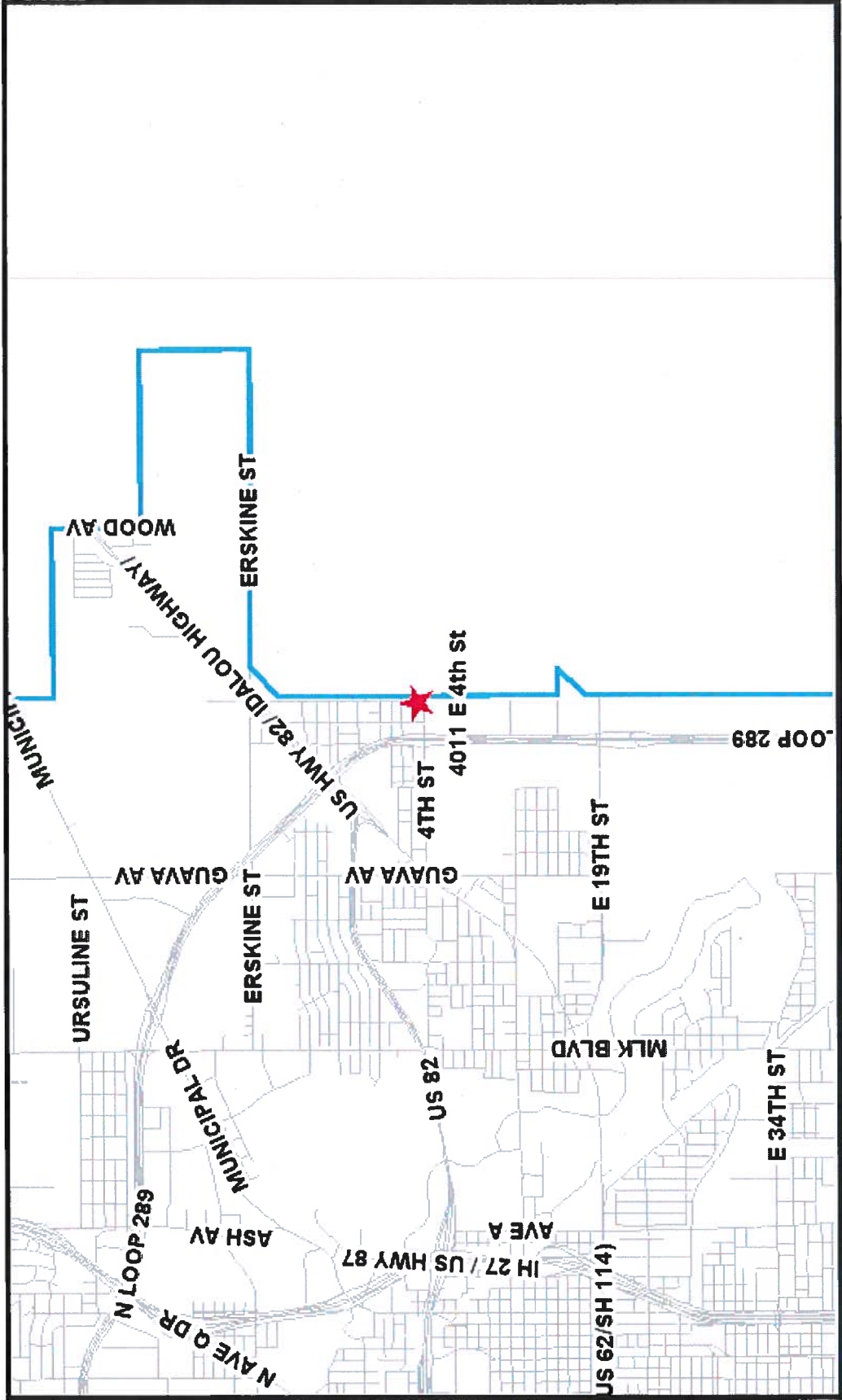
APPROVED AS TO CONTENT:


Randy Henson, Director of Planning

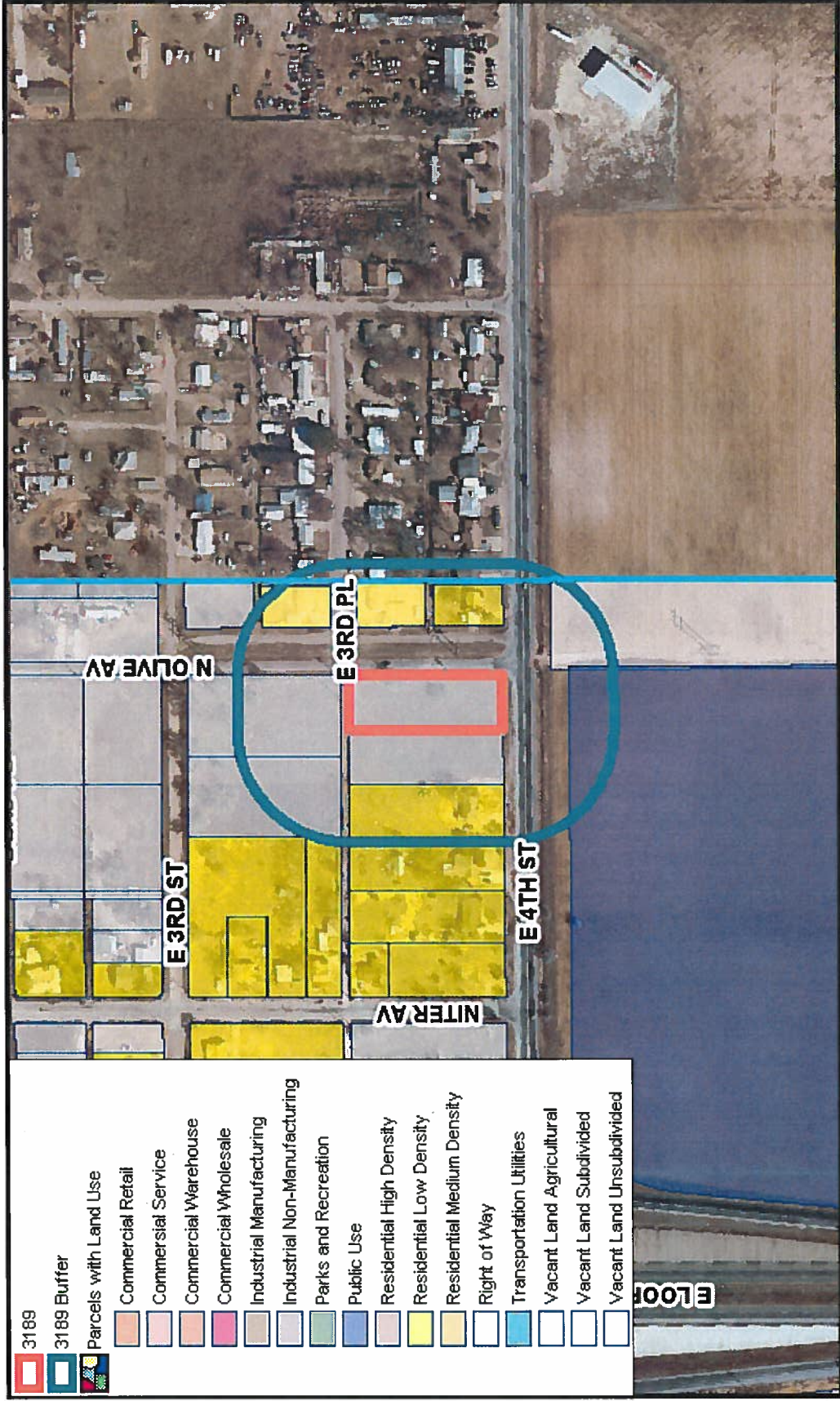
APPROVED AS TO FORM:


for Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3189
October 4, 2012

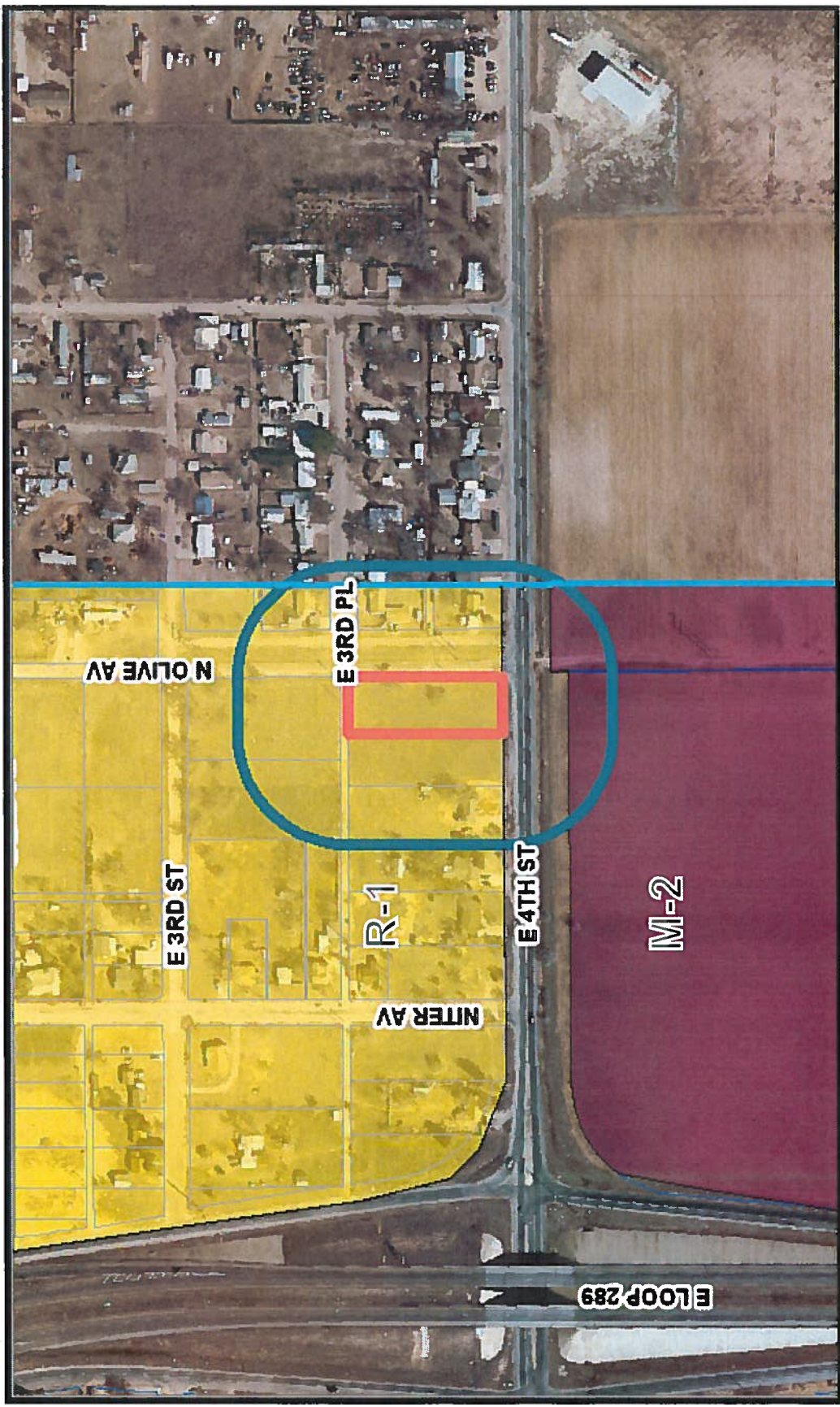


P.Z.C. Case 3189



P.Z.C. Case 3189

Request of West Texas Engineering, LLC (for RSBR Investments, LLC) for a zoning change from R-1 to C-3 Specific Use for a Dollar General store, 4011 East 4th Street



P.Z.C. Case 3189 Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) West Texas Engineering, LLC
5605 101st Place
Lubbock TX 79424
(806) 336-7270

For RSBA Investments, LLC
1598 Imperial Center, Suite 2001
West Plains Missouri 65775
(417) 256-3420

Location or Address: 4011 East 4th Street (4th St. & Olive Ave.), Lubbock, TX 79403
Legal Description: Morning View, Block 1, Lots 1 & 2
Existing Land Use: vacant Existing Zoning: R-1
Acreage or Square Footage of Property: 1.37 Acres
Zoning Requested: C-3 (General Retail District)

Proposed Development: Dollar General Store

If property is not subdivided, will preliminary plat be submitted? Yes No [checked]
Applicant's Signature [Signature] Date August 14, 2012

Filing Fee: \$478.00
(\$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.

receipt 20714 C# 1001 For City Use Only PIN 37332 MAP 14
Zone Case No.: 3189 Agenda No.: 6
Request for zoning change from: R-1 To: C-3

on Lot(s): 1 Block(s): 1
Subdivision: Morning View Address: 4011 E 4th St

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

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

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

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name: Cruz Narvaiz Jr. + Lupe Narvaiz
Signature: CRUZ NARVAIZ SR + LUPE NARVAIZ
Address: 4003 EAST 4th ST Lubbock TX 79403
Address of Property Owned: 4003 EAST 4th ST Lubbock, TX 79403

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name MARY HERNANDEZ
Signature: Mary Hernandez
Address: 312 NITER
Address of Property Owned: 312 Niter

10 of 11 ~~Zone Case Number: 3189~~ 37339
~~ROBINSON, JERRY D~~
~~4202 E 3RD PL~~

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name Ellen Cotton
Signature: Ellen Cotton
Address: 304 Nitar Ave, Lubbock 79403
Address of Property Owned: 304 Nitar Ave, Lubbock 79403

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name Ruby Fae McEafferty
Signature: Ruby Fae McEafferty
Address: 4012 E Colgate
Address of Property Owned: 4012 E Colgate

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name

Mr & Mrs Robert E Lee

Signature:

Robert E. Lee

Address:

4101 E 4th St.

Address of Property Owned:

R. Lee

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

M+Mrs
Print Name: ROBERT E. Fletcher
Signature: Robert J Fletcher
Address: 4103 E. 4th. ST. Lubbock, Tex. 79403
Address of Property Owned: 4103 E. Fletcher 3. 4th. ST.
Same as above

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Don't want tax to go up. Afraid of the traffic in the neighborhood. Do not want people hanging around my house. To close to my house.

Print Name: TERRI CHUMLEY
Signature: TERRI CHUMLEY
Address: 4007 EAST 4th
Address of Property Owned: 4007 E 4th Lbb TX 79403

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name Charles Spoon
Signature: Charles Spoon
Address: 4111 E 3rd PL
Address of Property Owned: 4101 E 3rd PL

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name FRANCIS MARTIN
Signature: Francis Martin
Address: 4104 E 3rd Place
Address of Property Owned: 4104 E 3rd Place

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.:** 3189

In Favor of _____

Opposed X

Reasons and/or Comments:

Print Name JERRY D ROBINSON
Signature: [Handwritten Signature]
Address: 4202 E 3RD PLACE
Address of Property Owned: 308 NITER

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.: 3189

In Favor of

Opposed

Reasons and/or Comments:

Print Name Jerry Hawkins
Signature: Jerry Hawkins
Address: 4105 E 4th St
Address of Property Owned: 4207 E 4th St



Regular City Council Meeting

6. 2.

Meeting Date: 11/08/2012

Information

Agenda Item

Continued Public Hearing 6:30 p.m. - Planning: Zone Case 3191 Hold a public hearing to consider the request of West Texas Engineering, LLC, on behalf of RSBR Investments, LLC, for a zoning change from R-1 to C-3 Specific Use for a Dollar General store on Lot 2, Block 1, Morning View Addition, 4011 East 4th Street, and consider an ordinance.

Item Summary

Zoning Request:

The request is to zone the proposed property at 4011 East 4th Street from R-1 to C-3 Specific Use for a Dollar General store. This parcel is within two hundred feet of the east City Limit boundary. The case is adjacent to Zone Case 3189.

Proposed Land Use:

The proposed property is currently vacant. The proposal is for the construction of a new Dollar General store. The proposed use will produce an increase of traffic on East 4th Street, but not enough to have a major impact on the surrounding properties.

Adjacent Land Uses:

North: Residential, Zoned R-1

South: Manufacturing, Zoned M-2

East: Residential, Zoned R-1

West: Residential, Zoned R-1

Planning and Zoning (P&Z) Public Hearing Notes:

Several adjacent residents appeared to oppose the request and several letters of opposition were received. A resident who lives several blocks to the east, and who owns also owns a small convenience store located outside the City limits, has visited several times with staff and seems to have organized at least some of the opposition from adjacent residents, most of whom live outside the City. He stated in the meeting that he not only lives in the area, but owns the small store. Other comments included the fact that the area lacked commercial development and that another comment was opposed to trash from any proposed business.

Impact on the Comprehensive Land Use Plan (CLUP):

The proposal represents a change to the CLUP. The current designation is residential, however, this particular property is located at the corner of two section lines designated as thoroughfares, Olive Avenue and East 4th Street. Current policy would be to designate 10 acres of commercial on each corner of this intersection, which was not done on the existing CLUP, since Loop 289 is approximately 900 feet to the west. The north side of East 4th Street at Olive Avenue was platted as residential before the area was annexed. The property immediately to the south is zoned M-2, heavy industrial.

In the staff's opinion, this area of the City lacks sufficient property designated and developed as commercial to meet the needs of the surrounding area. It would also likely have difficulty developing as a residential use, because the lots face 4th Street and Farm-to-Market 40, and because the property to the south is designated as M-2.

P&Z Commission Recommendation:

The P&Z Commission recommends approval subject to the following condition:

1. Tied to the proposed site plan.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3191

Case 3191

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. 3191**; A ZONING CHANGE FROM **R-1 TO C-3 SPECIFIC USE FOR A DOLLAR GENERAL STORE, ON LOT 2, BLOCK 1, MORNING VIEW 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, 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. 3191

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

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3** Specific Use for a **Dollar General Store on Lot 2, Block 1, Morning View Addition**, City of Lubbock, Lubbock County, Texas, located at **4011 East 4th Street**, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. THAT the change be tied to the proposed site plan.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **R-1** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **4011 East 4th Street**, City of Lubbock, Lubbock County, Texas.

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

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

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

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

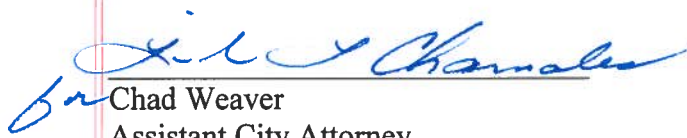
ATTEST:

Rebecca Garza, City Secretary

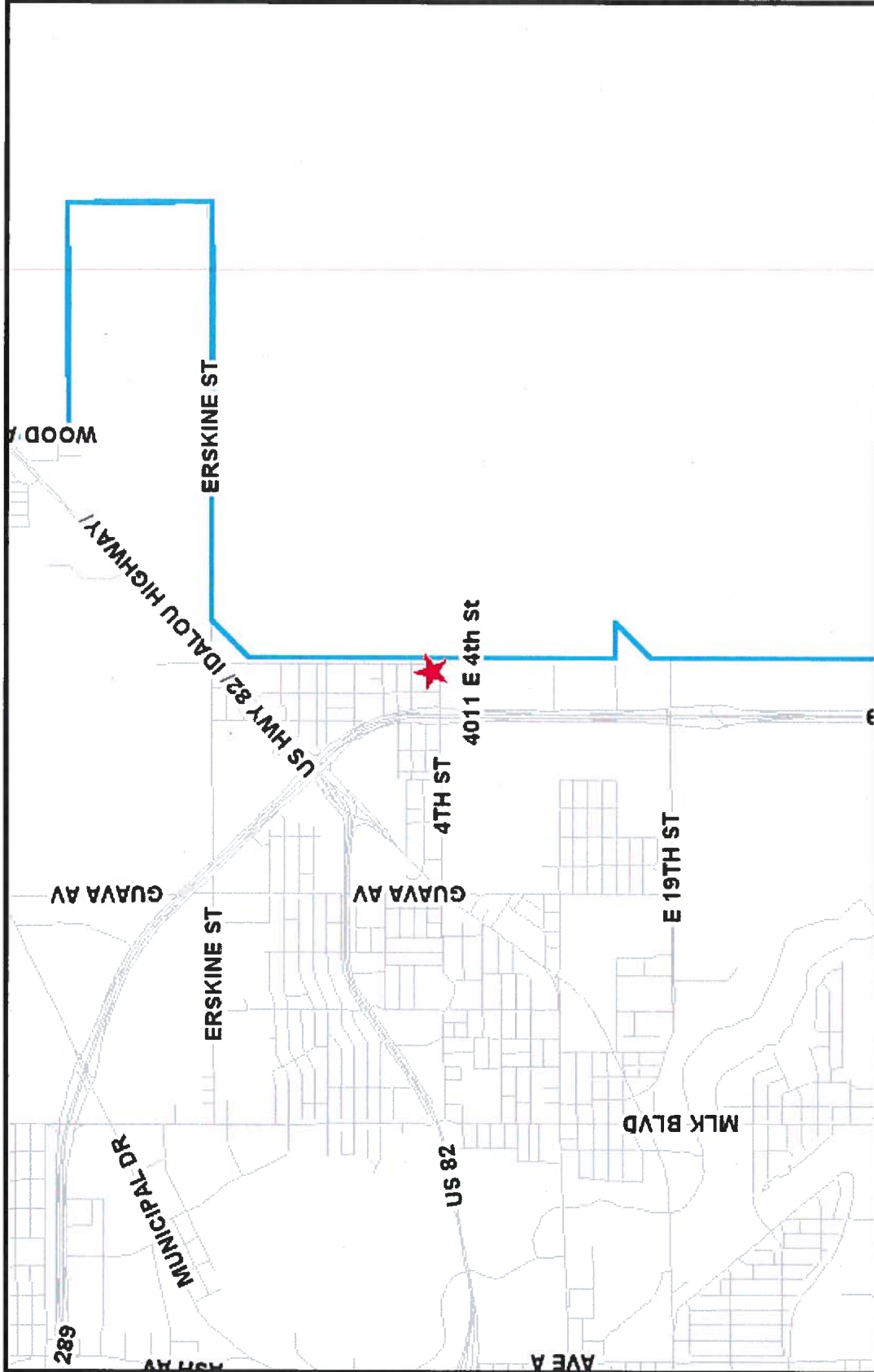
APPROVED AS TO CONTENT:


Randy Henson, Director of Planning

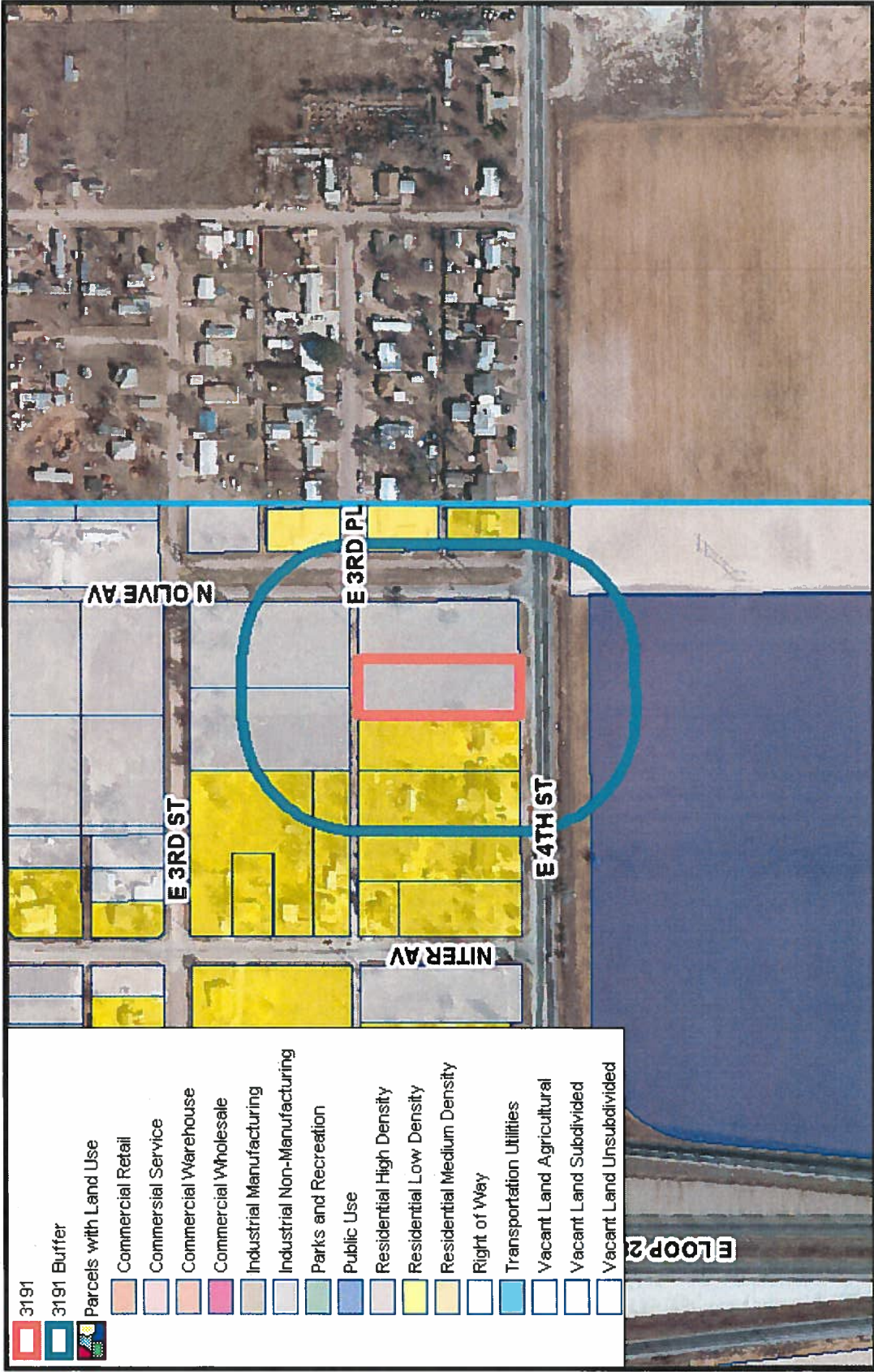
APPROVED AS TO FORM:


Chad Weaver
Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3191
October 4, 2012

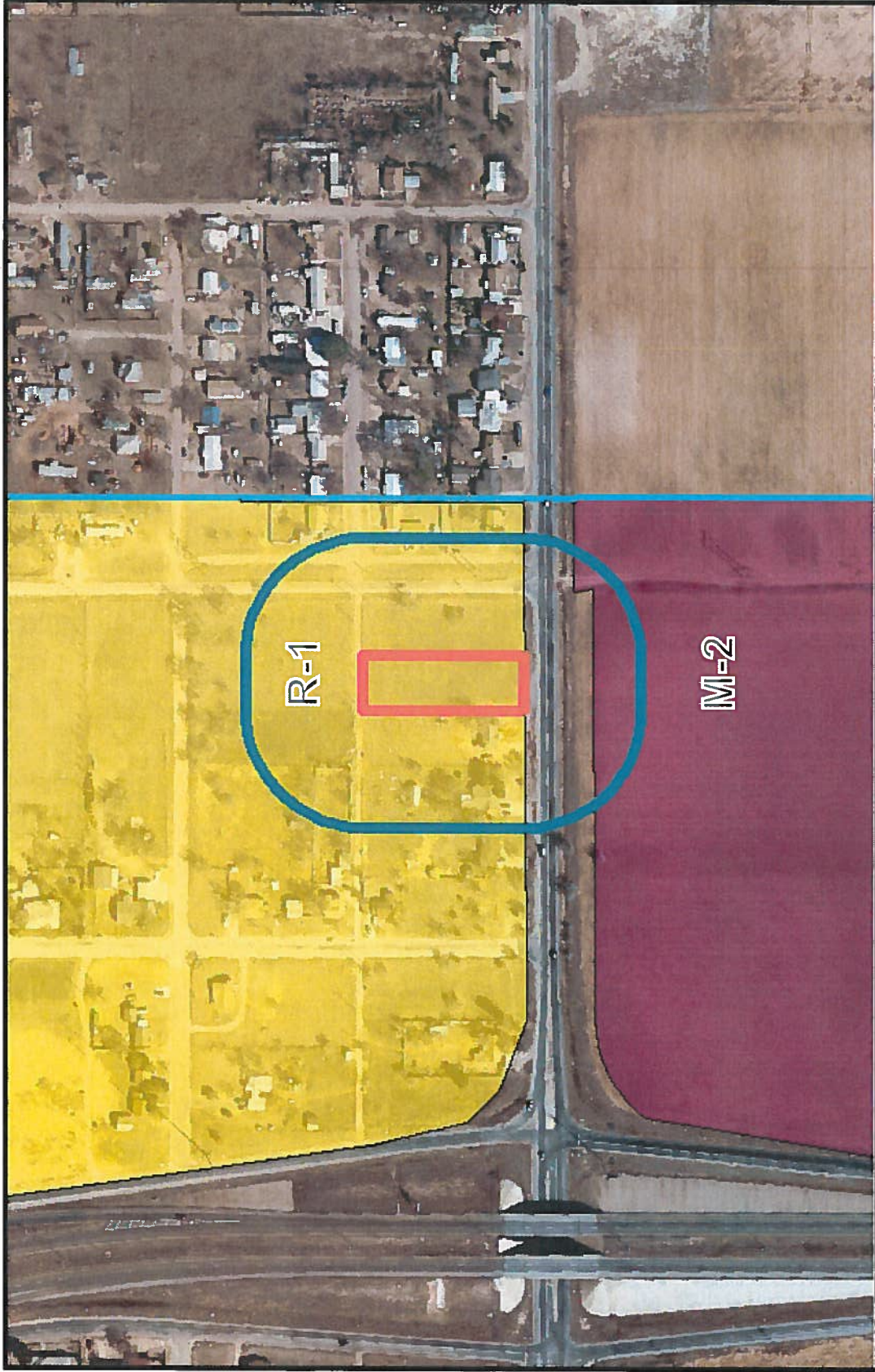


P.Z.C. Case 3191



P.Z.C. Case 3191

Request of West Texas Engineering, LLC (for RSBR Investments, LLC) for a zoning change from R-1 to C-3 Specific Use for a Dollar General, 4011 East 4th Street



P.Z.C. Case 3191 Zoning

City of Lubbock



- A House Number
- ▭ Parcels
- ▭ County Parcels
- City Road
- State Road
- City Limit
- County Line
- Aerial 2010



200 m 1 : 3200

As required by SECTION 1. Chapter 2051, SUBCHAPTER D. GEOSPATIAL DATA PRODUCTS of the

12:58 9/19/2012

Land Value \$1,000.00	STRUCT Value \$0.00	ASSESSED Value \$1,000.00	BaseMap: 085
GEO#: 5610000000100002000	PIN#: 37333	Address	Land SQ FT: 29,000.00
OWNER	RNUM: R89224	4009 E 4TH ST Lubbock, TX 79403-4712	CEN BLK: :0126
HINDMAN LEROY W ESTATE 4209 N CR 2000 LUBBOCK TX 79415-4542	OWNERSHIP: PRIVATE	LEGAL: MORNING VIEW BLK 1 L 2 LUB	CEN TRACT: 01100
PLAN UNIT: 085	TAZ: 0336	GUC: V-S	CEN GRP: 0100
STR # 70609	TOT FL AREA	LAND AREA	# OF FLOORS
YR BLT: 0	29000	0.00	0.00
PARKING: 0	USE CODE	STR ADDR	STR NAME
DET BLD: 0	V-S 9110	Lubbock, TX	VACANT LAND
VACANT LAND SUBDIVIDED			

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

①

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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

PROPERTY TAX INCREASES, ADDED TRAFFIC, POTENTIAL REDUCTION OF PRIVACY.

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name AMANDA ALLEN

Signature: Allen

Address: 4005 E 4th St

Address of Property Owned: 4005 E 4th St. Lubbock, TX 79403

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

①

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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

There are too many solicitors as it is so it would cause more traffic than there already is down this block.

RECEIVED

OCT 03 REC'D

PLANNING DEPARTMENT

Print Name

Chris & Lupe Narvaiz

Signature:

Chris & Lupe Narvaiz

Address:

4003 EAST 4th St

Address of Property Owned:

4003 EAST 4th St

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

1

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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

- To much traffic
- To close to my house
- Taxes will go up
- Children gets off the bus on the corner

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name: Terri Chumley
Signature: Terri Chumley
Address: 4007 E 4th Lbb Tx 79403
Address of Property Owned: 4007 E 4th Lbb Tx 79403

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.: **3191**

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name JERRY D ROBINSON
Signature: Jerry D Robinson
Address: 4202 E 3RD PLACE
Address of Property Owned: 308 NITER

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

1

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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

To much Traffic

RECEIVED
OCT 03 REC'D
PLANNING DEPARTMENT

Print Name Robert Ernest Lee

Signature: Robert E Lee

Address: 4101 East 4th

Address of Property Owned: 4101 East 4th

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.: 3191

In Favor of

Opposed

Reasons and/or Comments:

We already have 2 dollar stores out and one family owned one

RECEIVED

SEP 25 REC'D

PLANNING DEPARTMENT

Print Name FRANCE MARTIN

Signature: Francis Martin

Address: _____

Address of Property Owned: 4104 E 3RD PL



Regular City Council Meeting

6.3.

Meeting Date: 11/08/2012

Information

Agenda Item

Public Hearing 6:30 p.m. - Planning: Zone Case 3192 Hold a public hearing for the City Council to consider a request of Michael Diaz for a zoning change from C-2 & C-3 to C-4 limited to a tattoo studio and all C-2 permitted uses on Lot 9 and the west 48.5 feet of Lot 8, Block 1, Highland Place Addition (4025 34th Street) and consider an ordinance.

Item Summary

Proposed Land Use:

The proposed land use is for a tattoo studio to be located within the shopping center.

Adjacent Land Uses:

North: Commercial, Zoned C-2 (Local Retail district)

South: Residential, Zoned R-2 (For Duplexes in a Two Family District)

East: Commercial, Zoned C-2 (Local Retail District)

West: Commercial, Zoned C-3 (Local Retail District)

Planning and Zoning (P&Z) Public Hearing Notes:

No one appeared during the P&Z hearing other than the applicant.

Impact on the Comprehensive Land Use Plan (CLUP):

The current zoning of the property is C-2/C-3. The request, along with the current zoning, is consistent with the CLUP. Although C-4 is the least restrictive of the Commercial retail districts, staff does not see an issue allowing a tattoo studio in the strip shopping center, since only one use will be allowed from the C-4 Zoning district.

There are other areas of town, including the South Plains Mall at 6002 Slide Road, where a zone case in C-2 or C-3 has been approved to allow a tattoo shop and, to the knowledge of the staff, there have been no issues. For the most part tattoo shops, depending on the proprietors and clients, are non-intrusive towards other surrounding land uses, including but not limited to residential and other commercial zones.

The P&Z recommends the request with one condition:

1. Tied to the tattoo studio tenant space within the shopping center.

Fiscal Impact

None.

Staff/Board Recommending

Quincy White, Assistant City Manager

P&Z Commission

Attachments

Ordinance - Zone Case 3192

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. 3192**; A ZONING CHANGE FROM C-2 AND C-3 TO C-4 ZONING DISTRICT LIMITED TO A **TATTOO STUDIO AND ALL C-2 PERMITTED USES ON LOT 9 AND THE WEST 48.5 FEET OF LOT 8, BLOCK 1, HIGHLAND PLACE ADDITION**, LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

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

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

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

ZONE CASE NO. 3192

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

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2 and C-3** to **C-4** zoning district **limited to a tattoo studio and all C-2 permitted uses on Lot 9 and the west 48.5 feet of Lot 8, Block 1, Highland Place Addition**, City of Lubbock, Lubbock County, Texas, located at **4025 34th Street**, subject to conditions, and being further described as follows:

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

SUBJECT TO THE FOLLOWING CONDITION:

- 1. THAT the change be tied to the tattoo studio tenant space within the shopping center.**

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:

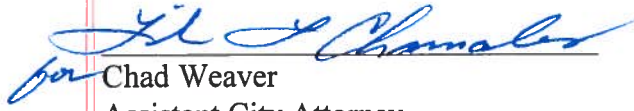
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



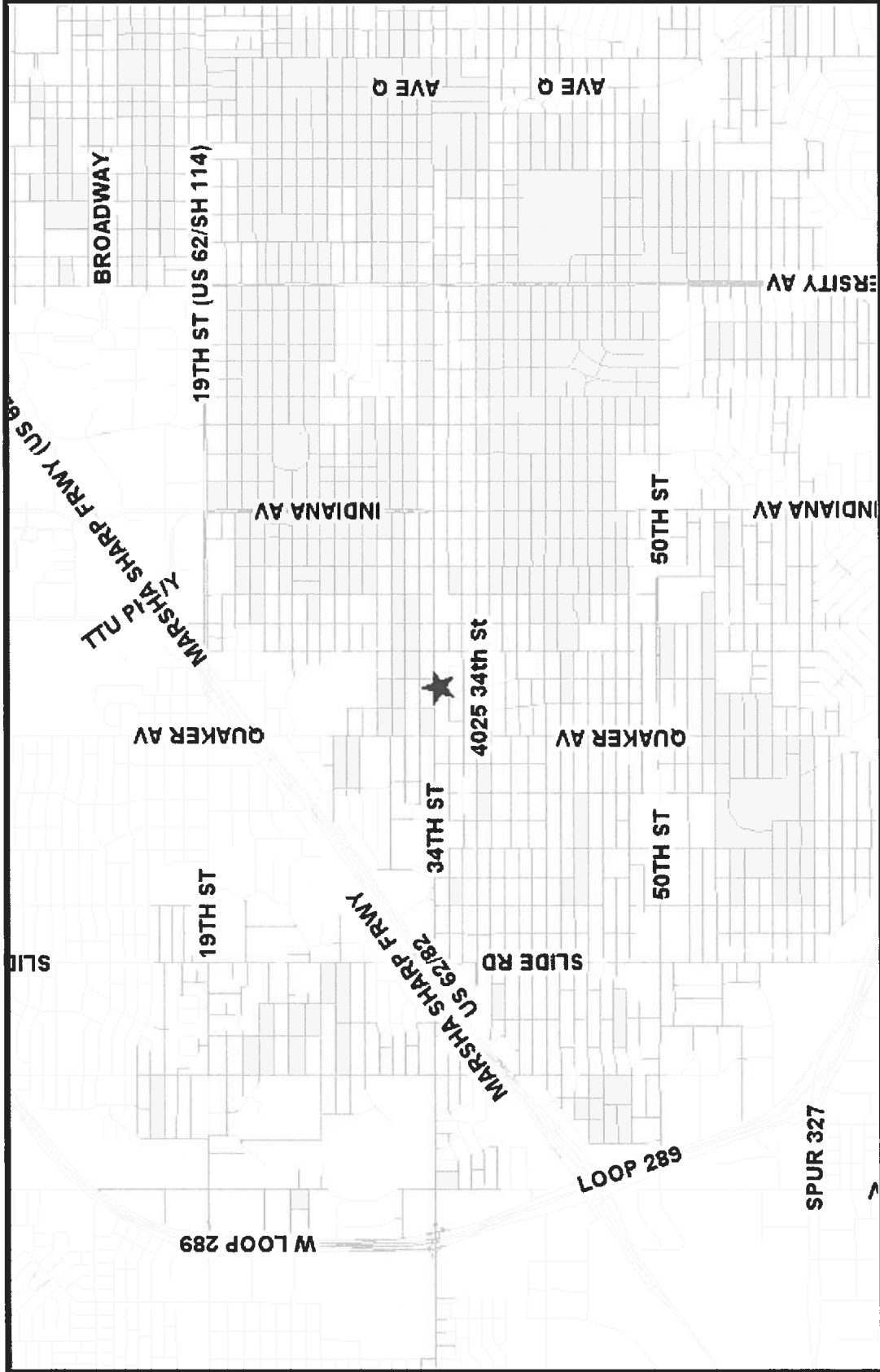
Randy Henson, Director of Planning

APPROVED AS TO FORM:

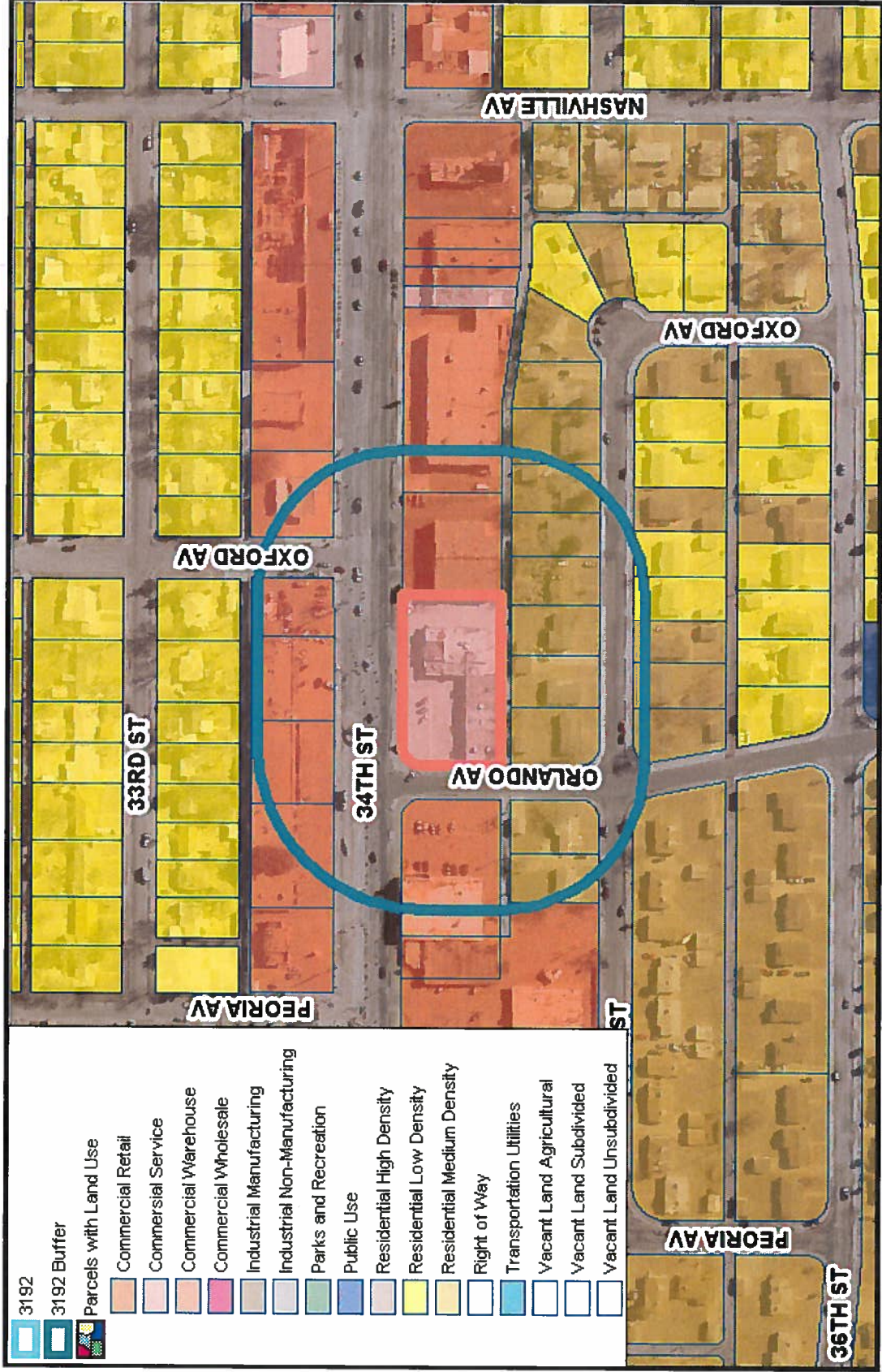

for Chad Weaver

Assistant City Attorney

vw/CityAtt/Chad/Zones/ZC3192
October 4, 2012

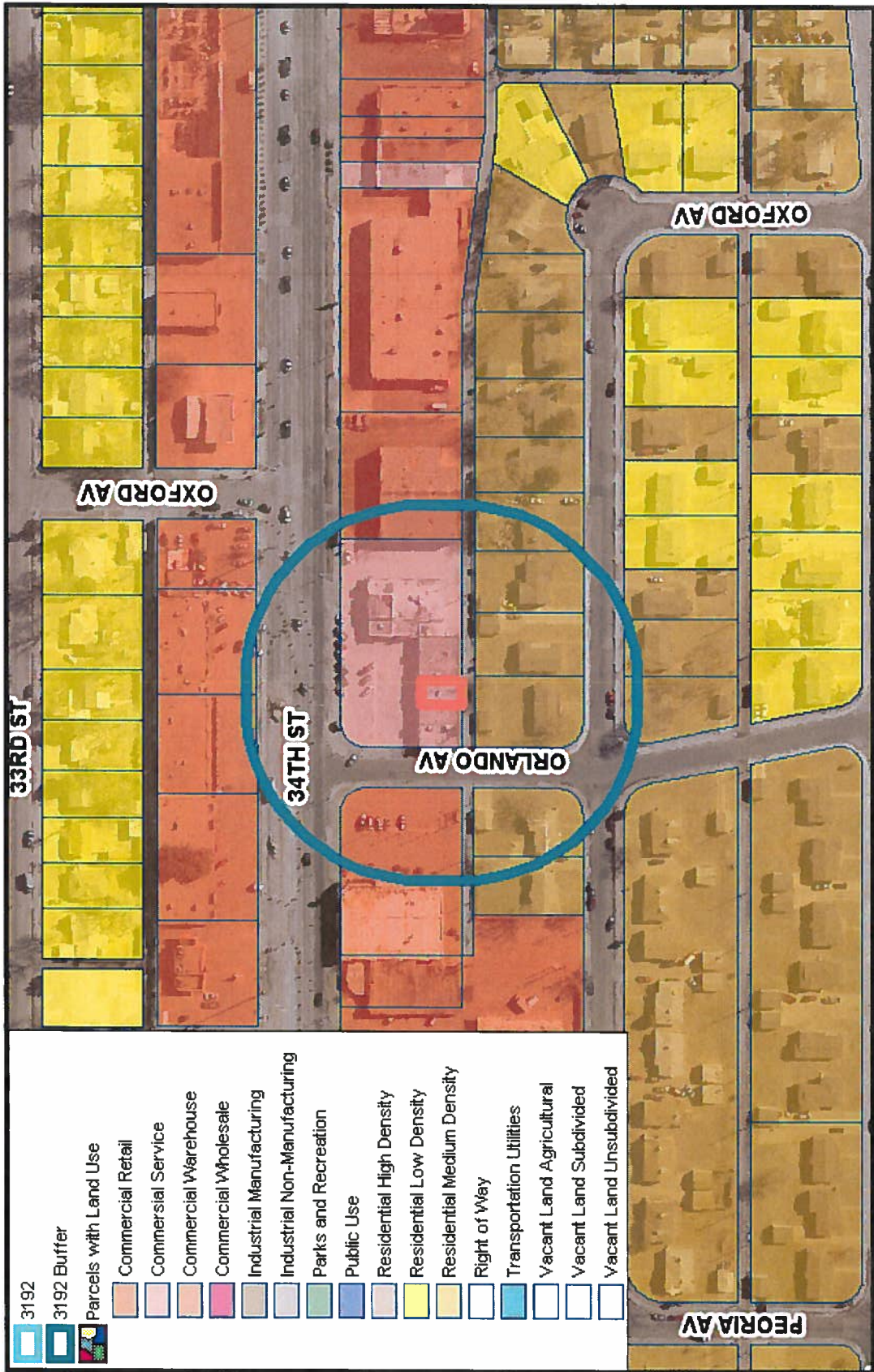


P.Z.C. Case 3192



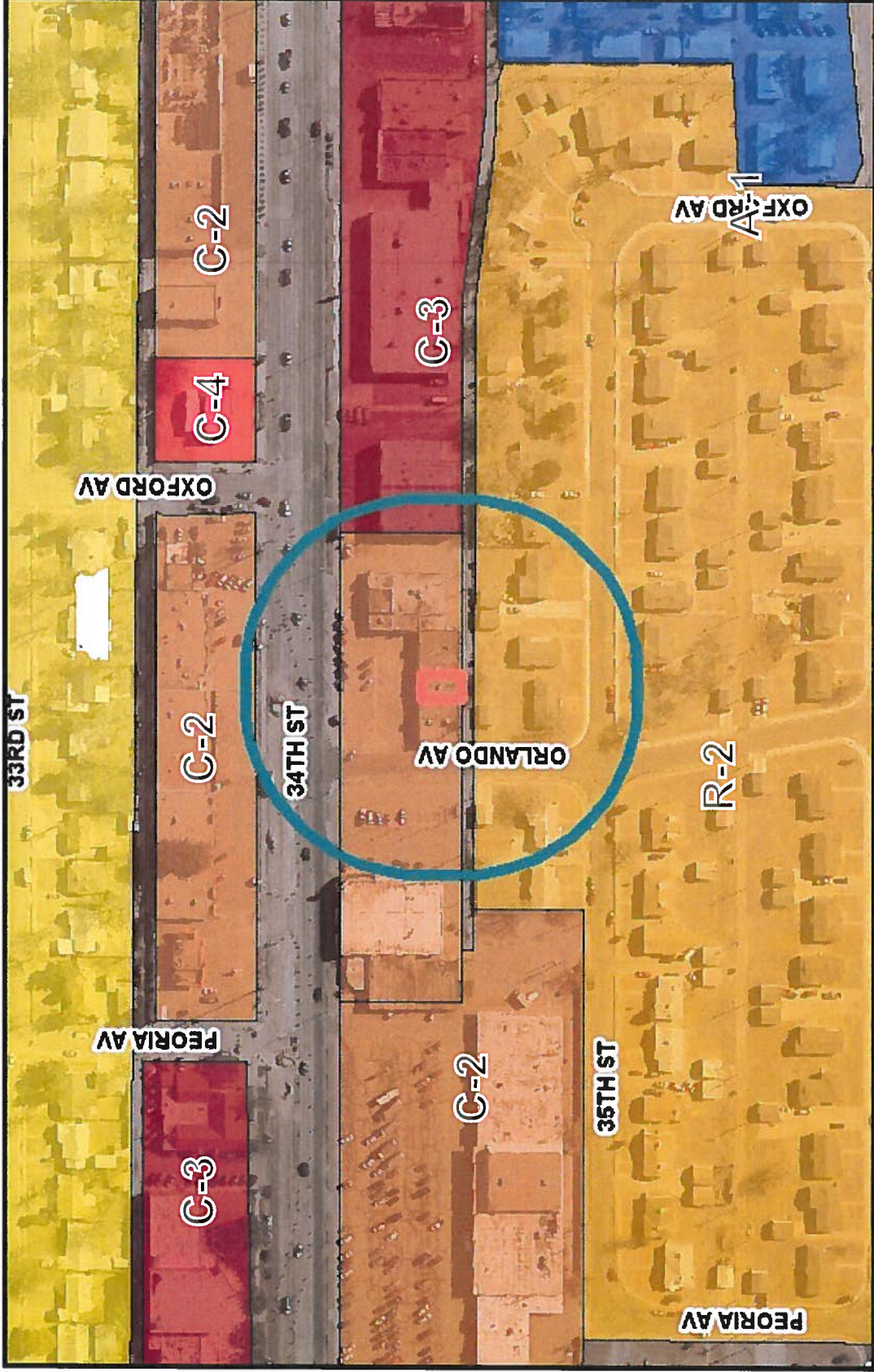
P.Z.C. Case 3192

Request of Michael Diaz for a zoning change from C-3 to C-4 limited to a tattoo studio and all C-3 permitted uses, 4025 (4033) 34th Street

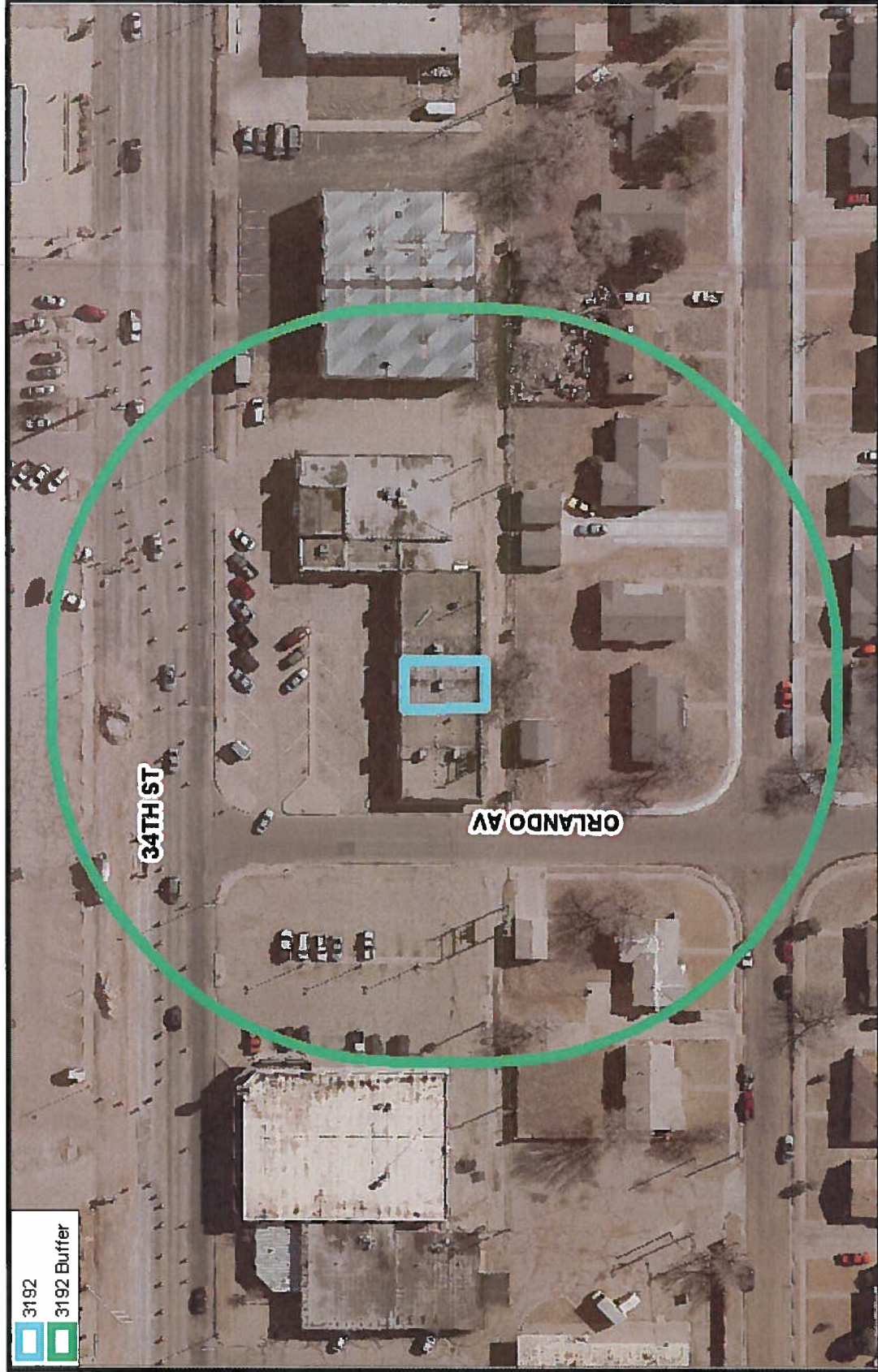


P.Z.C. Case 3192

Request of Michael Diaz for a zoning change from C-3 to C-4 limited to a tattoo studio and all C-3 permitted uses, 4025 (4033) 34th Street



P.Z.C. Case 3192 Zoning



Dec. 2009 Aerial Photography P.Z.C. Case 3192



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

Michael Diaz

For

2413 35th

Street/Post Office Box

Lubbock TX 79414

City State Zip

800 782-5042

Telephone

Location or Address:

4033 34th 79410

Legal Description:*

Existing Land Use:

Commercial

Existing Zoning:

C-3

Acreage or Square Footage of Property:

800 sq ft

Zoning Requested:

C-4

Proposed Development:

Tattoo Studio

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

Yes

No

Applicant's Signature

[Signature]

Date

9.10.2012

Filing Fee:

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

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

Receipt 20735

Cash

For City Use Only

PIN: 23261

3987

Zone Case No.:

3191 3192

Agenda No.:

210

Request for zoning change from:

C-3

To:

C-4

on Lot(s):

9 and W 48.5' of lot 8

Block(s):

1

Subdivision:

Highland Place

Address:

4033 34th St

4025

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.: 3192

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
SEP 28 REC'D
PLANNING DEPARTMENT

Print Name FIVE POINTS CORP. / LONNIE HOLLINGSWORTH

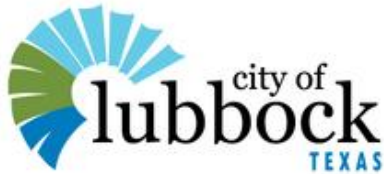
Signature: Lonnie Hollingsworth

Address: 5119-34TH ST. LUBBOCK, TX. 79410

Address of Property Owned: 4021 to 4035 - 34TH LUBBOCK, TX. 79410



4021- 4035 - 34th Street
Highland Center



Regular City Council Meeting

6. 4.

Meeting Date: 11/08/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading - Mayor: Consider Budget Ordinance Amendment 7 amending the Adopted FY 2012-13 Budget respecting the General Fund by eliminating one position from City Council Office.

Item Summary

I. Amend Cost Center 1111, City Council Office, by eliminating one Executive Assistant to the Mayor position.

II. Amend General Fund expenditures in Cost Center 1111, City Council Office, by decreasing salary \$39,922 and benefits \$20,668, for a total budget decrease of \$60,590.

Fiscal Impact

Reduction in costs totaling \$60,590.

Staff/Board Recommending

Glen C. Robertson, Mayor

Attachments

Budget Amendment 7

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND BY ELIMINATING ONE POSITION FROM CITY COUNCIL OFFICE; AMENDING THE PAYROLL AND BENEFITS IN CITY COUNCIL OFFICE; 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 2012-13 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 2012-13 (Budget Amendment #7) for municipal purposes, as follows:

- I. Amend Cost Center 1111, City Council Office, by eliminating one Executive Assistant to the Mayor position.
- II. Amend General Fund expenditures in Cost Center 1111, City Council Office, by decreasing salary \$39,922 and benefits \$20,668, for a total budget decrease of \$60,590.

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:

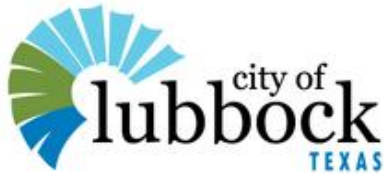


Glen C. Robertson, Mayor

APPROVED AS TO FORM:



Amy Sims, Assistant City Attorney



Regular City Council Meeting

6.5.

Meeting Date: 11/08/2012

Information

Agenda Item

Ordinance Amendment 1st Reading- City Secretary: Consider an ordinance amending Chapter 2 of the Code of Ordinances of the City of Lubbock, Texas, with regard to duties of the City Secretary of the City of Lubbock; providing a savings clause; and providing for publication.

Item Summary

Fiscal Impact

None.

Staff/Board Recommending

Becky Garza, City Secretary

Attachments

Ordinance - City Secretary

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO DUTIES OF THE CITY SECRETARY OF THE CITY OF LUBBOCK; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, pursuant to Chapter 1, Article IX, Section 22, of the Charter of the City of Lubbock, the City Council may divide the administration of the City affairs into such departments as it may deem advisable;

WHEREAS, the City Council deems it to be advisable and in the best interest of the citizens of the City of Lubbock to have the City Council Staff, report for all purposes to the City Secretary; NOW THEREFORE:

SECTION 1. That the Code of Ordinances, City of Lubbock, Texas is hereby amended by adding a section, to be numbered:

Section 2.02.001

(c) Additional duties of the City Secretary:

The department of the City Council Staff shall report to and be responsible to the City Secretary of the City of Lubbock, and that the City Secretary of the City of Lubbock shall be responsible for all activities and duties of such department.

AND IT IS ORDERED

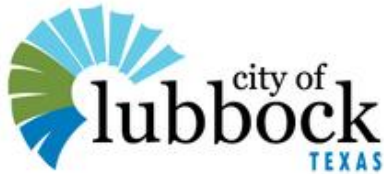
Passed by the City Council on first reading this _____ day of _____, 2012.

Passed by the City Council on second reading this _____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

6. 6.

Meeting Date: 11/08/2012

Information

Agenda Item

Budget Ordinance Amendment 1st Reading – City Council: Consider Budget Ordinance Amendment 8 amending the Adopted FY 2012-13 Budget respecting the General Fund by transferring three positions from City Council Office to City Secretary's Office; amending the payroll and benefits in the City Council Office; and amending the payroll and benefits in the City Secretary's Office.

Item Summary

I. Amend Cost Center 1111, City Council Office, by transferring an Administrative Assistant position, an Assistant to the City Council position, and an Executive Assistant to the Mayor position to Cost Center 1211, City Secretary Office.

II. Amend expenditures in Cost Center 1111, City Council Office, by decreasing salary \$114,613 and benefits \$60,604, for a total budget decrease of \$175,217.

III. Amend expenditures in Cost Center 1211, City Secretary Office, by increasing salary \$114,613 and benefits \$60,604, for a total budget increase of \$175,217.

Fiscal Impact

Staff/Board Recommending

Becky Garza, City Secretary

Attachments

Budget Amendment 8

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2012-13 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND BY TRANSFERRING THREE POSITIONS FROM CITY COUNCIL OFFICE TO CITY SECRETARY OFFICE; AMENDING THE PAYROLL AND BENEFITS IN CITY COUNCIL OFFICE; AMENDING THE PAYROLL AND BENEFITS IN CITY SECRETARY OFFICE; 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 2012-13 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 2012-13 (Budget Amendment #8) for municipal purposes, as follows:

- I. Amend Cost Center 1111, City Council Office, by transferring an Administrative Assistant position, an Assistant to the City Council position, and an Executive Assistant to the Mayor position to Cost Center 1211, City Secretary Office.
- II. Amend expenditures in Cost Center 1111, City Council Office, by decreasing salary \$114,613 and benefits \$60,604, for a total budget decrease of \$175,217.
- III. Amend expenditures in Cost Center 1211, City Secretary Office, by increasing salary \$114,613 and benefits \$60,604, for a total budget increase of \$175,217.

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

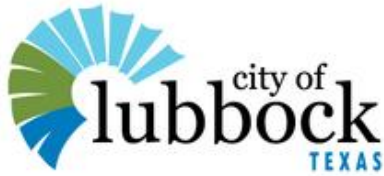
ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO FORM:



Sam Medina, City Attorney



Regular City Council Meeting

6. 7.

Meeting Date: 11/08/2012

Information

Agenda Item

Deputy Staff Pay Raise - City Secretary: Consider and take action on the City Secretary's request concerning a pay raise, pay grade, and beginning date of the raise for the Deputy City Secretary pursuant to Ordinance No. 00118.

Item Summary

Fiscal Impact

Staff/Board Recommending

Becky Garza, City Secretary



Regular City Council Meeting

6. 8.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to transfer the property located north of the Mahon Library and east of the Lubbock Memorial Civic Center, which is more specifically described as portions of lots two and three of block two of the Memorial Center Addition to the City of Lubbock, Texas to Ballet Lubbock.

Item Summary

Ballet Lubbock is a nonprofit organization whose goal is to provide dance, theater, and culture to the citizens of the City of Lubbock through instruction and performance. Ballet Lubbock is currently in need of property in order to facilitate expansion and improvement of its facilities to carry out these goals.

Fiscal Impact

None.

Staff/Board Recommending

City Manager.

Attachments

Resolution - Ballet Lubbock

RESOLUTION

WHEREAS, Ballet Lubbock is a nonprofit organization whose goal is to provide dance, theater, and culture to the citizens of the City of Lubbock through instruction and performance; and

WHEREAS, the City Council of the City of Lubbock supports the mission of Ballet Lubbock in its endeavor to provide such cultural opportunities to the citizens of Lubbock; and

WHEREAS, Ballet Lubbock is currently in need of property in order to facilitate any expansion and improvement of its facilities to carry out its goals and mission; and

WHEREAS, the City owns certain property generally situated north of the Mahon Library and east of the Lubbock Memorial Civic Center, which is more specifically described as portions of Lots Two and Three of Block Two of the Memorial Center Addition to the City of Lubbock, Texas (the "Property"); and

WHEREAS, the City Council and Ballet Lubbock believe that this Property would be ideal for Ballet Lubbock's future facilities; and

WHEREAS, the City Council finds that transferring the Property to Ballet Lubbock to use for its future facilities is a public benefit to the citizens of the City of Lubbock because of the cultural enrichment and learning opportunities provided to the citizens by Ballet Lubbock; NOW THEREFORE

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

THAT the City Council of the City of Lubbock does hereby support the transfer of the Property to Ballet Lubbock for future facilities and does hereby direct staff to explore the legal and procedural requirements and begin negotiations with Ballet Lubbock to effectuate said transfer.

Passed by the City Council this _____ day of _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



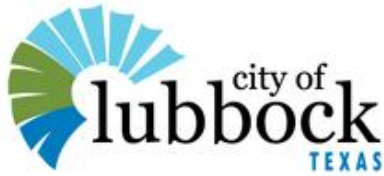
Lee Ann Dumbauld, City Manager

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

Ballet Lubbock.res
11.1.12



Regular City Council Meeting

6.9.

Meeting Date: 11/08/2012

Information

Agenda Item

Board Appointments - City Secretary: Consider one appointment to the Appointments Advisory Board, and four appointments to the Electric Utility Board.

Item Summary

Consider one appointment to the Appointments Advisory Board.

Consider four appointments to the Electric Utility Board. Per the Code of Ordinances, Section 2.03.145(e), "...the [Electric Utility] board shall be responsible for recommending individuals to the city council for their consideration in appointing individuals to the board..."

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

[RS Board Appointments](#)

**BOARD APPOINTMENTS FOR
REGULAR CITY COUNCIL MEETING, NOVEMBER 8, 2012 - REGULAR SESSION**

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	APPOINTMENTS ADVISORY BOARD	BOWEN, JOHN	09.01.12	100%	MAYOR	REAPPOINT	Y

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

City of Lubbock
Board and Commission Recruiting Database

Updated: 10/24/2012

Sorted: No Preference

Key: CS - Currently serving on board(s)
X - Prior service on board(s)
PCI - Possible Conflict of Interest
T - Temporary

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District	References Name
0601		Austin	Nicole	F	A	S	18-29	Computer Sp	Self-employed	4	
0601		Chesnutt	Gary	M	A	S	50-59	Cotton Broker	Chesnutt Cotto	5	
0501		Grant	Mack	M	A	S	40-49	Project Admin	TX Dept of Cri	4	
1206		Guerra	Julian	M	H	S	60+	New York Life	New York Life	4	
0509		Guerrero	Mary Lynn	F	H	C	18-29	PSO Officer	PD - City of Lu	6	
0803		Hamer	Darla	F	A		40-49	Banker	Peoples Bank	6	
0405		Hancock	Jennifer	F	A	S	18-29	Homemaker/P		6	
0906		Henson	Matthew	M	A		30-39	Self Employe	Matt Henson In	5	
0610		Hobgood	John	M	A		30-39	Social Worker	LIFE/RUN Cen	5	
0502		Hodges	Tom	M	A	C	40-49	Bank Manage	Wells Fargo B	4	
1002		Jackson	Winnie	M	A		60+	Retired Minist		4	
1012		Lynn	Samuel	M	A		40-49	Human Resou	Caprock Home	5	
0501		Nichols	Kathleen	F	A	S	30-39	Dentist	Kathleen Nicho	5	
0612		Podrebartz	Keith	M	A		30-39	Counselor	Texas Tech Un	1	
0707		Ramsey	Chad	M	A			Self-employed	Ramsey Auto	3	
0407		Riojas	Michael	M	H	C	40-49	Sr Acct Mana	GE Lighting	3	
0804		Stephens	Sherry	F	A		30-39	Administrative	High Plains W	5	
0409		Terry	Dianna	F	A	S	50-59	Grant Develop	Covenant Foun	4	
0404		Williams	Peggy	F	A	S	50-59	Banker	American Bank	5	
0803		Wilson	Margaret	F	A	C	60+	Retired - Tech	Retired	5	

APPOINTMENTS ADVISORY BOARD

	<u>Lubbock Population</u>	<u>Lubbock Adult Population</u>	<u>All City Boards</u>	<u>This Board</u>
<u>ETHNICITY</u>				
Anglo	55.0%	61.0%	77.8%	53.3% (8)
Hispanic	32.6%	27.6%	8.9%	26.7% (4)
African-American	8.7%	7.4%	9.5%	13.3% (2)
Other	15.6%	4.0%	3.8%	6.7% (1)
<u>GENDER</u>				
Male	48.5%	47.0%	73.2%	60.0% (9)
Female	51.5%	53.0%	26.8%	40.0% (6)
<u>GEOGRAPHIC DISTRIBUTION</u>				
District 1	16.1%	14.9%	11.8%	6.7% (1)
District 2	16.4%	12.7%	3.2%	13.3% (2)
District 3	16.3%	16.1%	14.6%	6.7% (1)
District 4	17.0%	17.0%	21.3%	20.0% (3)
District 5	16.7%	19.4%	28.7%	33.3% (5)
District 6	17.2%	19.9%	16.6%	13.3% (2)
Other/Unknown	0.0%	0.0%	3.8%	6.7% (1)

PURPOSE:

Permanent advisory board maintains data bank and clear written guidelines for appointments and updates annually. Oversees marketing plan for soliciting qualified applicants and increasing public opportunities for board service. Advises the City Council regarding qualified appointees; assists in new member orientation and presents annual demographics report.

QUALIFICATIONS: Each Council Member shall appoint two members to the board; and the Mayor shall appoint three members

APPOINTMENT INFORMATION:

<u>Member Name & Demographic Facts</u>	<u>Requirement</u>	<u>Attend</u>	<u>Eligible</u>	<u>Action</u>
Bowen, John (M,A,5)	Mayor	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:

To reappoint Dr. John Bowen

City of Lubbock
Board and Commission Recruiting Database

Updated: 10/11/2012

Sorted: By Preference

Key: CS - Presently serving on board(s)

X - Prior service on board(s)

PCI - Possible Conflict of Interest

T - Temporary

Appointments Advisory Board

Date Refer	Key	Last Name	First Name	Gender M/F	Ethnic A,H,AA,O	Quad	Age Range	Occupation	Business	Council District
First Preference:										
0508		Camp-Rom	William	M	O	C	50-59	Retired - Federal Governm	Retired	4
1009		Chambers	Tosha	F	AA		30-39	Homemaker		4
0611		Conwright	James	M	AA		18-29	Credit Analyst	City Bank Texas	6
0707		Lunsford	Douglas	M	A			Marketing and Media	Lancer Productions	5
0406		Sepeda	Esther	F	H	S		Hispanic Chamber of Com	Lubbock Hispanic Cham	4
Second Preference:										
0411		Renfro	Patsy	F	A	S	50-59	Travel Agent	Envoye Travel	5
0710		Wierzba	Susan	F	A		40-49	Owner / Cotton Broker	Commodity Export Corp	5
Third Preference:										
0803		Andrus	Amy	F	A	S	40-49	Music Therapist	Amy's Music Therapy S	4
0701		Lewis	Sheri	F	A	S	40-49	Associate Director	TTU Student Media	4
1204		Newsom	Mikella	F	A		30-39	Vice President, Asst. CFP	City Bank Texas	0
0501		Ray	Harold	M	A	S	50-59	Asst Business Agent-IBE	IBEW Local Union 602	0
Fourth Preference:										
1008		Keller	Judith	F	A		60+	Retired Speech Language	Retired	3
0910		McCord	Janine	F	A		30-39	Research Associate	TTU - Education Dean	5
0803		Rautis	Mary	F	A	C	50-59	Registered Nurse	University Medical Cent	4
Fifth Preference:										
1205		Chapa	David	M	H		40-49	Interior Designer	TTU - Physical Plant	5
1108		Kotal	Clinton	M	A		18-29	Self Employed	KN Construction Group	4
Sixth Preference:										
0910		Geraci	Christine	F	A		50-59	Administrative Assistant	Pharr & Company	5

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
DISTRICT 2				Curr: 1/26/2012 - 9/1/2013	Y
Andrews Mr. L.V.	N	2119 East 30th Street Lubbock TX 79404		2nd: - 1st: -	
	Y			Fax:	
	N	(806) 765-5001			
	Y	CEL			
<i>E-mail</i>					
DISTRICT 5				Curr: 9/8/2011 - 9/1/2013	Y
Bilimoria Ms. Indu	Y	5319 85th St Lubbock TX 79424		2nd: - 1st: 9/1/2009 - 9/1/2011	
	Y	ibilimor@gmail.com	(806) 441-9123	Fax:	
	Y	(806) 794-7460			
		CEL			
<i>E-mail indu.bilimoria@ttu.edu</i>					
MAYOR			<i>Retired Optomotrist</i>	Curr: 7/26/2012 - 9/1/2012	Y
Bowen Dr. John	N	2002 Albany Lubbock TX 79407		2nd: - 1st: -	
	N			Fax:	
	N	(806) 795-4224			
	N	(806) 786-1318	CEL		
<i>E-mail jbowen@sbcglobal.net</i>					
DISTRICT 2			<i>Michael Calvillo Bail Bond</i>	Curr: 9/1/2012 - 9/1/2014	Y
Calvillo Mr. Michael	Y	1926 75th St Lubbock TX 79423	1209 Crickets Ave Lubbock TX 79401	2nd: - 1st: -	
	Y	michaelcalvillo@att.net	(806) 744-1891	Fax: (806) 744-7647	
	Y	(806) 239-7568	CEL		
<i>E-mail michaelcalvillo@att.net</i>					
DISTRICT 3			<i>Calvert Home Health</i>	Curr: 9/8/2011 - 9/1/2013	Y
Contreras Ms. Keli	Y	6301 CR 7475 Lubbock TX 79424	10207 Indiana Lubbock TX 79424	2nd: - 1st: -	
	Y	kmcneuro@gmail.com	(806) 747-8972	Fax: (806) 747-8965	
	Y	(806) 241-8416			
	Y	CEL			
<i>E-mail</i>					

Chair/Pres:	Indu Bilimoria	Staff Liaison:	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	Term:	2 Years
Sec./Treasurer:	N/A	Ex-Officio Mbr.:	N/A

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
DISTRICT 6					
Ellis-Roach Mrs. Phebe	N	4502 14th Street Lubbock TX 79410	PrimeWest Mortgage 9816 Slide Road Lubbock TX 79424 (806) 788-2869	Curr: 9/1/2012 - 9/1/2014 2nd: - 1st: - Fax: (806) 793-7602	Y
	Y	(806) 773-0531	CEL		
<i>E-mail</i> pellis@primewestcorp.com					
DISTRICT 1					
Garza Ms. Grace	Y	2011 17th Street Lubbock TX 79401 gggarza@gmail.com	1901 West Loop 289, Ste. 9 Lubbock TX 79407 (806) 784-4328	Curr: 7/12/2012 - 9/1/2013 2nd: - 1st: - Fax:	Y
	N	(806) 744-1874			
	Y	(806) 438-4714	CEL		
<i>E-mail</i> ggarza@firstcare.com					
DISTRICT 4					
Grimes Mr. Roy	N	3522 58th Street Lubbock TX 79413 grimesresidence@yahoo.com		Curr: 9/8/2011 - 9/1/2013 2nd: - 1st: - Fax:	Y
	N	(806) 799-2106			
	N	(806) 392-5437	CEL		
<i>E-mail</i>					
DISTRICT 1					
Harris Mr. Eddie	Y	7924 Vicksburg Lubbock TX 79424	Harris DWI/Youth Education 5147 69th St, Ste D Lubbock TX 79424 (806) 559-9464	Curr: 10/13/2011 - 9/1/2013 2nd: - 1st: - Fax: (806) 747-6031	Y
	N	(806) 368-8374			
	N		CEL		
<i>E-mail</i> eddiekharris@gmail.com					
DISTRICT 6					
Horkey Ms. Ann	N	4809 19th Street #9 Lubbock TX 79407 arippel@suddenlink.net		Curr: 9/1/2012 - 9/1/2014 2nd: - 1st: 9/8/2011 - 9/1/2012 Fax:	N
	N	(806) 799-1001			
	N	(806) 789-3821	CEL		
<i>E-mail</i>					

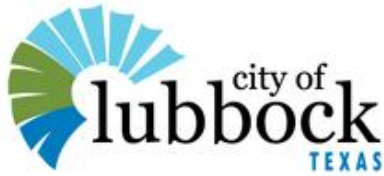
Chair/Pres:	Indu Bilimoria	Staff Liaison:	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	Term:	2 Years
Sec./Treasurer:	N/A	Ex-Officio Mbr.:	N/A

Committee #53 Appointments Advisory Board

Perm./Temp. Board: **P**

	<i>Confidential</i>	<u>Home</u>	<u>Business</u>		<i>Reappt Elig.</i>
MAYOR					
House	Y	3916 100th Street	American Bank of Commerce	Curr: 9/8/2011 - 9/1/2013	N
Mr. Jay		Lubbock TX 79423	4656 North Loop 289 Lubbock TX 79416	2nd: - 1st: 9/1/2009 - 9/1/2011	
	Y	(806) 470-6163	(806) 775-5453	Fax: -	
	Y				
	Y				
<i>E-mail jhouse@theabcbank.com</i>					
DISTRICT 4					
Johnson	N	3508 107th Street	Public Affairs	Curr: 9/1/2012 - 9/1/2014	Y
Mrs. Norma		Lubbock TX 79423	1500 Broadway, Ste. 100 Lubbock TX 79401	2nd: - 1st: -	
	N	(806) 445-0646	(806) 761-7000	Fax: (806) 761-7013	
	N				
	Y				
<i>E-mail norma.johnson@lubbockbiz.or</i>					
MAYOR					
Morales	Y	5817 90th Street	Caprock Home Health Service	Curr: 9/1/2011 - 9/1/2013	Y
Mr. Carlos		Lubbock TX 79424	8806 University Lubbock TX 79423	2nd: - 1st: 6/23/2011 - 9/1/2011	
	Y	(806) 239-6048	(806) 791-0077	Fax: (806) 748-7857	
	Y				
	Y				
<i>E-mail cmorales@chhsi.com</i>					
DISTRICT 3					
Patrick	Y	1611 Bryan Ave	American Cancer Society	Curr: 9/27/2012 - 9/1/2014	Y
Mr. Keith		Wolffort TX 79382	3513 10th St Lubbock TX 79415	2nd: - 1st: -	
	N	(806) 239-6628	(806) 745-0773	Fax: (806) 744-2251	
	N				
	N				
<i>E-mail keith.patrick@cancer.org</i>					
DISTRICT 5					
Stephens	Y	6015 89th Street	Southwest Bank	Curr: 9/8/2011 - 9/1/2013	Y
Mr. Jonathan		Lubbock TX 79424	10115 Quaker Avenue Lubbock TX 79424	2nd: - 1st: -	
	N	(806) 783-8611	(806) 771-9494	Fax: (806) 771-7494	
	Y	(806) 252-8606			
	Y				
<i>E-mail jon.stephens@southwbank.cc</i>					

Chair/Pres:	Indu Bilimoria	Staff Liaison:	Thomas Harris III
Vice Chair/V.P.:	Eddie Harris	Term:	2 Years
Sec./Treasurer:	N/A	Ex-Officio Mbr.:	N/A



Regular City Council Meeting

6. 10.

Meeting Date: 11/08/2012

Information

Agenda Item

Resolution - Municipal Court: Consider a resolution authorizing the Mayor to review and adjust the salary of the Presiding Judge of the Municipal Court of record annually as part of the City budget process.

Item Summary

Performance and compensation review of the Presiding Judge of the Municipal Court.

Fiscal Impact

A 3% raise was included in the Municipal Court operating budget.

Staff/Board Recommending

Robert A. Doty, Presiding Judge, Municipal Court

Attachments

Resolution - Municipal Judge

RESOLUTION

WHEREAS, Pursuant to Resolution No. 2004-R0301, the City Council of the City of Lubbock shall review and may adjust the salary of the Presiding Judge of the Municipal Court of Record annually as part of the City budget process; and

WHEREAS, the City Council of the City of Lubbock finds it to be in the best interest of the citizens of the City of Lubbock to adjust the salary of the Presiding Judge of the Municipal Court of Record for the FY2010-11 budget year; NOW THEREFORE:

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

1) THAT the salary for the position of Presiding Judge, Lubbock Municipal Court of Record, shall be \$ _____ per annum.

2) THAT the salary established by this Resolution shall be paid prospectively only commencing upon the date of final passage of this Resolution.

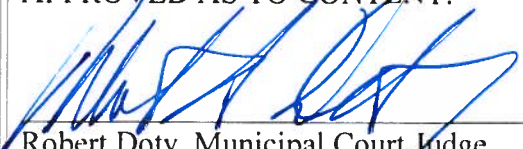
Passed by the City Council this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Robert Doty, Municipal Court Judge

APPROVED AS TO FORM:



Robert Doty, Municipal Court Judge



Regular City Council Meeting

7. 1.

Meeting Date: 11/08/2012

Information

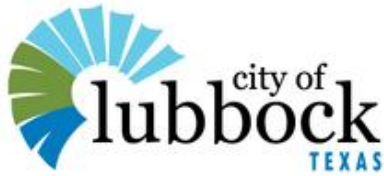
Agenda Item

Discussion of current and proposed activities and locations of City of Lubbock main and branch libraries.

Item Summary

Fiscal Impact

Staff/Board Recommending



Regular City Council Meeting

7.2.

Meeting Date: 11/08/2012

Information

Agenda Item

Discussion and consideration of the use of wireless communication devices while operating a motor vehicle within the City limits.

Item Summary

Fiscal Impact

Staff/Board Recommending

Attachments

Draft Ordinance - Wireless

Draft Ordinance - Text-Based

ORDINANCE NO. 2012-O _____

AN ORDINANCE AMENDING CHAPTER 20 (TRAFFIC) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO AMENDING SECTION 20.01.001 TO INCLUDE DEFINITIONS; CREATING ARTICLE 20.12, TO RESTRICT THE USE OF WIRELESS COMMUNICATION DEVICES WHILE OPERATING A MOTOR VEHICLE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that there may be risks relating to distracted driving which can include various aspects of the use of wireless communication devices while operating a motor vehicle; and

WHEREAS, the federal government has banned all use of handheld wireless communication devices by drivers of large commercial vehicles; and

WHEREAS, the state of Texas has banned certain uses of handheld wireless communication devices by all drivers in school crossing zones, bus drivers when a seventeen and younger passenger is present, and drivers younger than eighteen; and

WHEREAS, restricting all use of wireless communication devices while operating a motor vehicle in the City of Lubbock to the extent allowed by the Texas Transportation Code, Section 545.425(f), minimizes the possible hazards and unnecessary risk of harm to the general public produced by a distracted driver who is using a handheld wireless communication device; and

WHEREAS, this regulation is drafted to address the City of Lubbock's interest in public safety, and appropriately and specifically excludes acts for which the City of Lubbock is preempted from regulating, and provides affirmative defenses to prosecution and exceptions to the application of the ordinance;

NOW, THEREFORE,

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

SECTION 1. THAT Section 20.01.001 Definitions, of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to include the following definitions:

Hands-free Device. Speakerphone capability or a telephone attachment or other piece of equipment, regardless of whether permanently installed in the motor vehicle, that allows use of the wireless communication device without use of either of the operator's hands.

Text-based Communication. A communication sent from a wireless communication device for the purpose of manually communicating with another person in a written medium. The term includes, but is not limited to:

- (1) A text message;
- (2) An instant message; and
- (3) Electronic mail.

Wireless Communication Device. A text messaging device or a wireless, two-way communication device designed to receive and transmit voice or text communication, including a device used by subscribers and other users of commercial mobile service to access such service, as defined by 47 U.S.C. Section 332.

SECTION 2. THAT Article 20.12 (Wireless Communication Devices) of the Code of Ordinances, City of Lubbock, Texas, is created to read as follows:

ARTICLE 20.12 WIRELESS COMMUNICATION DEVICES

20.12.001 Purpose.

The purpose of this section is to restrict all use of wireless communication devices while operating a motor vehicle in the City of Lubbock to the extent allowed by Texas Transportation Code, Section 545.425(f); to address the possible hazards and unnecessary risk of harm to the general public produced by a distracted driver who is using a handheld wireless communication device; and to address the City of Lubbock's interest in public safety in this area.

20.12.002 Use of Wireless Communication Device While Operating a Motor Vehicle.

- (a) An operator may not use a hand-held wireless communication while operating a motor vehicle.
- (b) It is an affirmative defense to prosecution of an offense under this section if a wireless communication device is used:
 - (1) While the vehicle is stopped, in a location other than in a lane of traffic on a public highway, including but not limited to, a road, street, way, thoroughfare, or bridge that is not privately owned or controlled;
 - (2) To make an emergency call to:

- (A) An emergency response service, including a rescue, emergency medical, or hazardous material response service;
 - (B) A hospital;
 - (C) A fire department;
 - (D) A health clinic;
 - (E) A medical doctor's office;
 - (F) An individual to administer first aid treatment; or
 - (G) A law enforcement agency.
- (3) In conjunction with a voice-operated or any other hands-free system or device;
- (4) As a global positioning or navigation system that is affixed to the vehicle.
- (c) This section does not apply to:
- (1) An operator of an authorized emergency vehicle using a wireless communication device while acting in an official capacity; or
 - (2) An operator who is licensed by the Federal Communications Commission while operating a radio frequency device other than a wireless communication device.
- (d) An offense under this section is not a moving violation and may not be made a part of person's driving record or insurance record.
- (e) To the extent that this section conflicts with the Texas Transportation Code, Sections 545.424 and 545.425, this section does not apply.

20.12.003 Penalties.

A violation of this article shall constitute a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed two hundred dollars (\$200.00). Each day a violation is committed or continues shall constitute and be punishable as a separate offense.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 3. 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 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2012.

Passed by the City Council on second reading this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Victor Hernandez, District #1 Councilman

Jim Gerlt, District #4 Councilman

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

Cell Phone – All Use 2012

ORDINANCE NO. 2012-O _____

AN ORDINANCE AMENDING CHAPTER 20 (TRAFFIC) OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO AMENDING SECTION 20.01.001 TO INCLUDE DEFINITIONS; CREATING ARTICLE 20.12, TO RESTRICT THE USE OF WIRELESS COMMUNICATION DEVICES WHILE OPERATING A MOTOR VEHICLE; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that there may be risks relating to distracted driving which can include various aspects of the use of wireless communication devices while operating a motor vehicle; and

WHEREAS, the federal government has banned all use of handheld wireless communication devices by drivers of large commercial vehicles; and

WHEREAS, the state of Texas has banned certain uses of handheld wireless communication devices by all drivers in school crossing zones, bus drivers when a seventeen and younger passenger is present, and drivers younger than eighteen; and

WHEREAS, restricting all use of wireless communication devices while operating a motor vehicle in the City of Lubbock to the extent allowed by the Texas Transportation Code, Section 545.425(f), minimizes the possible hazards and unnecessary risk of harm to the general public produced by a distracted driver who is using a handheld wireless communication device; and

WHEREAS, this regulation is drafted to address the City of Lubbock's interest in public safety, and appropriately and specifically excludes acts for which the City of Lubbock is preempted from regulating, and provides affirmative defenses to prosecution and exceptions to the application of the ordinance;

NOW, THEREFORE,

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

SECTION 1. THAT Section 20.01.001 Definitions, of the Code of Ordinances, City of Lubbock, Texas, is hereby amended to include the following definitions:

Hands-free Device. Speakerphone capability or a telephone attachment or other piece of equipment, regardless of whether permanently installed in the motor vehicle, that allows use of the wireless communication device without use of either of the operator's hands.

Text-based Communication. A communication sent from a wireless communication device for the purpose of manually communicating with another person in a written medium. The term includes, but is not limited to:

- (1) A text message;
- (2) An instant message; and
- (3) Electronic mail.

Wireless Communication Device. A text messaging device or a wireless, two-way communication device designed to receive and transmit voice or text communication, including a device used by subscribers and other users of commercial mobile service to access such service, as defined by 47 U.S.C. Section 332.

SECTION 2. THAT Article 20.12 (Wireless Communication Devices) of the Code of Ordinances, City of Lubbock, Texas, is created to read as follows:

ARTICLE 20.12 WIRELESS COMMUNICATION DEVICES

20.12.001 Purpose.

The purpose of this section is to restrict all use of wireless communication devices while operating a motor vehicle in the City of Lubbock to the extent allowed by Texas Transportation Code, Section 545.425(f); to address the possible hazards and unnecessary risk of harm to the general public produced by a distracted driver who is using a handheld wireless communication device; and to address the City of Lubbock's interest in public safety in this area.

20.12.002 Use of Wireless Communication Device While Operating a Motor Vehicle.

- (a) An operator may not use a hand-held wireless communication while operating a motor vehicle.
- (b) It is an affirmative defense to prosecution of an offense under this section if a wireless communication device is used:
 - (1) While the vehicle is stopped, in a location other than in a lane of traffic on a public highway, including but not limited to, a road, street, way, thoroughfare, or bridge that is not privately owned or controlled;
 - (2) To make an emergency call to:

- (A) An emergency response service, including a rescue, emergency medical, or hazardous material response service;
 - (B) A hospital;
 - (C) A fire department;
 - (D) A health clinic;
 - (E) A medical doctor's office;
 - (F) An individual to administer first aid treatment; or
 - (G) A law enforcement agency.
- (3) In conjunction with a voice-operated or any other hands-free system or device;
- (4) As a global positioning or navigation system that is affixed to the vehicle.
- (c) This section does not apply to:
- (1) An operator of an authorized emergency vehicle using a wireless communication device while acting in an official capacity; or
 - (2) An operator who is licensed by the Federal Communications Commission while operating a radio frequency device other than a wireless communication device.
- (d) An offense under this section is not a moving violation and may not be made a part of person's driving record or insurance record.
- (e) To the extent that this section conflicts with the Texas Transportation Code, Sections 545.424 and 545.425, this section does not apply.

20.12.003 Penalties.

A violation of this article shall constitute a misdemeanor and, upon conviction thereof, shall be punishable by a fine not to exceed two hundred dollars (\$200.00). Each day a violation is committed or continues shall constitute and be punishable as a separate offense.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 3. 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 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____, 2012.

Passed by the City Council on second reading this _____, 2012.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Victor Hernandez, District #1 Councilman

Jim Gerlt, District #4 Councilman

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

Cell Phone – All Use 2012